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Agenda Item Number : 2A

Request For Council Action

Date Submitted	2014-10-01 10:03:18
Applicant	Jay Sandberg
Quick Title	River Road Asphalt Repair Project
Subject	Consider approval of an agreement with Sunroc Corporation to construction the River Road Asphalt Repair Project.
Discussion	
Cost	$127,821.00
City Manager Recommendation	Major repairs to River Road north of the Virgin River bridge. Recommend approval.
Action Taken	
Requested by	Jay Sandberg
File Attachments	Bid Tabulation.xlsx

Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Bid Tabulation.xlsx

CITY OF ST. GEORGE
BID TABULATION
River Road Asphalt Repair
Bid Date: September 30, 2014
Inquiry Numer 14-0047

Item #	Description	Est. Quantity	Unit	Sunroc		Goran, LLC		Western Rock Products	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	Lump	$5,600.00	$5,600.00	$3,500.00	$3,500.00	$7,500.00	$7,500.00
2	Traffic Control	1	Lump	$5,100.00	$5,100.00	$3,500.00	$3,500.00	$9,600.00	$9,600.00
3	12" Asphalt Base including Saw Cutting	34,100	Sq. Ft.	$0.60	$20,460.00	$1.00	$34,100.00	$1.00	$34,100.00
4	Placement of 8" thickness Type II Base or pulverized materials placement including compaction of subgrade	34,100	Sq. Ft.	$0.46	$15,686.00	$1.50	$51,150.00	$1.55	$52,855.00
5	4" thickness 3/4" Mix Bituminous Surface course including Tack Coating Edges	34,100	Sq. Ft.	$2.25	$76,725.00	$3.50	$119,350.00	$2.40	$81,840.00
6	Remove, lower and raise, and replace surface obstructions	5	Each	$850.00	$4,250.00	$1,000.00	$5,000.00	$350.00	$1,750.00
	TOTAL				**$127,821.00**		**$216,600.00**		**$187,645.00**

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Agenda Item Number : 2B

Request For Council Action

Date Submitted	2014-10-08 09:22:58
Applicant	Steve Bingham
Quick Title	Recreation Center Remodel Design
Subject	Recreation Center remodel phase II Design services by Kim Campbell
Discussion	Old Division Office space to be remodeled into new control center area as well as programming space. The existing control area will then be removed and opened up creating a larger gaming area and lounge. It will also improve Control Center Staff's ability to see a broader range of the facility from the control area. The lounge area will create a gathering area where individual can gather to socialize.
Cost	$29,187
City Manager Recommendation	As discussed as part of the current budget process since we have moved the recreation staff to the Commons it allows a remodel to make better use of the Recreation Center.
Action Taken	
Requested by	Steve Bingham
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	Christina has the attachment

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 18 day of September, 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 Campbell & Associates Architects, with offices at 46 North 200 East, St. George, UT 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Architecture Consultant services including schematic preliminary designs, working drawings (architectural, mechanical & Plumbing, structural, electrical) assist with the project bidding process coordinate with CITY and contractor, produce field reports, review change orders and produce proposal requests, formulate final and pre-final punch lists, attend substantial completion, pre-final and final completion meetings, provide site visits on an average of once a week and provide an energy analysis for the St. George Recreation Center remodel Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated October 16th, 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 Architect 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 April 1, 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 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:

CITY:
City of St. George
175 East 200 North
St. George, Utah 84770
Attention: Chris Beckstead

CONSULTANT:
Campbell and Associates Architects
46 N 200 East
St. George, UT, 84770
Attention: Kim Campbell

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

Jonathan T. Pike, Mayor

ATTESTED:

Christina Fernandez, City Recorder

CONSULTANT: Campbell & Associates Architects

Kim Campbell
Architect

APPROVED AS TO FORM

Paula Houston, Deputy City Attorney

DRAFT

Agenda Item Number : 4A

Request For Council Action

Date Submitted	2014-10-09 13:09:55
Applicant	Brad Petersen - Development Solutions
Quick Title	Ordinance
Subject	Consider to vacate a portion of a Utilities Easement located at along Crimson Ridge Drive, and west of 3000 East (Lots 86-88 of Mulberry Estates Phase 6)
Discussion	This Easement Vacation is part of the October 14, 2014 Planning Commission Report. The utility has been relocated (in the right-of-way of Crimson Ridge Drive) and is no longer necessary.
Cost	$0.00
City Manager Recommendation	The fiber optic line that was supposed to go in this easement has been relocated to the street. Recommend approval.
Action Taken	
Requested by	Todd Jacobsen
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

Tax ID: SG-MUL-6-86 thru 88

ORDINANCE NO. _____

EASEMENT VACATION

WHEREAS, a Petition was received by the City Council requesting that a portion of an existing public utilities easement belonging to the City of St. George, located at the front of Lots 86, 87 & 88 of Mulberry Estates Phase 6, be vacated, which easement is more particularly described in Exhibit A and incorporated herein by reference; and

WHEREAS, the utilities in the ground have been relocated in the right-of-way and easement area for Crimson Ridge Drive, and the easement portion described in Exhibit A is no longer necessary; and

WHEREAS, it appears that it will not be detrimental to the general public interest and that there is good cause for vacating the existing public utilities easement.

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

The portion of the public utilities easement, described in Exhibit A, is vacated. This Ordinance shall be effective immediately upon adoption and recording in executed form in the Office of the Washington County Recorder.

APPROVED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 20__.

CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

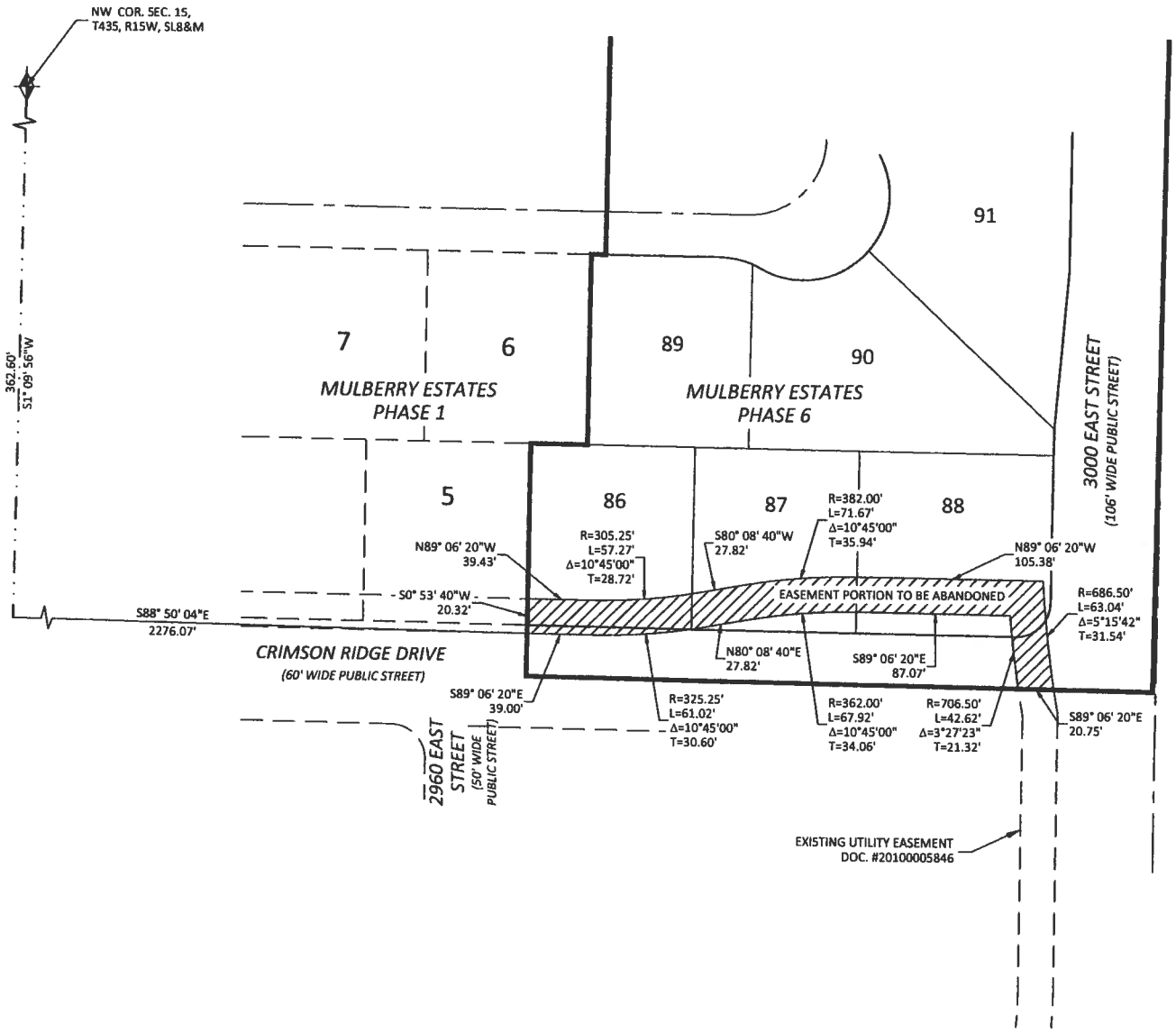
_____
Victoria H. Hales, Assistant City Attorney

Exhibt A

MULBERRY ESTATES
EASEMENT ABANDONMENT LEGAL DESCRIPTION

BEGINNING AT A POINT SOUTH 01°09'56" WEST 362.60 FEET ALONG THE SECTION LINE AND SOUTH 88°50'04" EAST 2276.07 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN. THENCE SOUTH 89°06'20" EAST 39.00 FEET TO A POINT ON A 325.25 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 61.02 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°45'00"; THENCE NORTH 80°08'40" EAST 27.82 FEET TO A POINT ON A 362.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 67.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°45'00"; THENCE SOUTH 89°06'20" EAST 87.07 FEET TO A POINT ON A 706.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH 85°06'08" EAST); THENCE SOUTHEASTERLY 42.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°27'23"; THENCE SOUTH 89°06'20" EAST 20.75 FEET TO A POINT ON A 686.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 81°20'49" EAST); THENCE NORTHWESTERLY 63.04 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°15'42"; THENCE NORTH 89°06'20" WEST 105.38 FEET TO A POINT ON A 382.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 71.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°45'00"; THENCE SOUTH 80°08'40" WEST 27.82 FEET TO A POINT ON A 305.25 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 57.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°45'00"; THENCE NORTH 89°06'20" WEST 39.43 FEET; THENCE SOUTH 0°53'40" WEST 20.32 FEET TO THE POINT OF BEGINNING.

CONTAINS: 7,010 SQ. FT., (0.16 ACRES)


NW COR. SEC. 15,
T4S, R1W, SL8&M
362.60'
S1° 56' 15"W
7
6
89
90
91
MULBERRY ESTATES
PHASE 1
MULBERRY ESTATES
PHASE 6
3000 EAST STREET
(106' WIDE PUBLIC STREET)
5
86
87
88
R=382.00'
L=71.67'
Δ=10°45'00"
T=35.94'
R=305.25'
L=57.27'
Δ=10°45'00"
T=28.72'
N89° 06' 20"W
39.43'
S80° 08' 40"W
27.82'
N89° 06' 20"W
105.38'
S0° 53' 40"W
20.32'
EASEMENT PORTION TO BE ABANDONED
R=686.50'
L=63.04'
Δ=5°15'42"
T=31.54'
S88° 50' 04"E
2276.07'
CRIMSON RIDGE DRIVE
(60' WIDE PUBLIC STREET)
N80° 08' 40"E
27.82'
S89° 06' 20"E
87.07'
S89° 06' 20"E
39.00'
R=325.25'
L=61.02'
Δ=10°45'00"
T=30.60'
R=362.00'
L=67.92'
Δ=10°45'00"
T=34.06'
R=706.50'
L=42.62'
Δ=3°27'23"
T=21.32'
S89° 06' 20"E
20.75'
2960 EAST
STREET
(50' WIDE
PUBLIC STREET)
EXISTING UTILITY EASEMENT
DOC. #20100005846

DRAFT

Agenda Item Number : 4B

Request For Council Action

Date Submitted	2014-10-08 15:56:01
Applicant	Scott Duffin - Horrocks Engineers
Quick Title	Ordinance
Subject	Consider the Final Plat Amendment for The Vistas at Entrada Phase 1 Amended.
Discussion	This Final Plat Amendment is part of the October 14, 2014 Planning Commission Report.
Cost	$0.00
City Manager Recommendation	This plat amendment will be heard at the Planning Commission on the 14th. I believe it is for a setback issue.
Action Taken	
Requested by	Todd Jacobsen
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	Wes Jenkins will present this item.

ORDINANCE NO. _____

AN ORDINANCE AMENDING
'THE VISTAS AT ENTRADA PHASE 1' SUBDIVISION
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH

WHEREAS, the City of St. George City Council approved the final plat THE VISTAS AT ENTRADA PHASE 1 Subdivision on January 30, 2014 which was recorded in the Washington County Recorder's Office as document number 20140026322; and

WHEREAS, the owner of the real property within THE VISTAS AT ENTRADA PHASE 1 Subdivision has petitioned the City of St. George City Council to amend THE VISTAS AT ENTRADA PHASE 1 Subdivision by amending the setback note, going from a 20 foot front yard setback to a 10 foot front yard setback with a 20 foot front yard garage setback; and

WHEREAS, City staff has reviewed the petition and the Planning Commission of the City of St. George has recommended that the City Council approve the amendment of THE VISTAS AT ENTRADA PHASE 1 Subdivision as requested; and

WHEREAS, the City Council has determined that amendment of THE VISTAS AT ENTRADA PHASE 1 Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT ORDAINED, by the City of St. George City Council that THE VISTAS AT ENTRADA PHASE 1 Subdivision hereby is amended by amending the setback note, going from a 20 foot front yard setback to a 10 foot front yard setback with a 20 foot front yard garage setback.

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

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

_____
Victoria H. Hales, Assistant City Attorney

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

Tax ID: SG-VIS-1-1 thru 7; SG-VIS-1-17 thru 19

THE VISTAS AT ENTRADA PHASE 1 AMENDED SUBDIVISION
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH

AMENDING LANGUAGE ON PLAT NOTES REGARDING
FRONT YARD SETBACKS

NOTICE OF APPROVAL

The City of St. George City Council, having received a petition to amend The Vistas at Entrada Phase 1, has approved the proposed amendment to The Vistas at Entrada Phase 1 Subdivision Final Plat, as follows:

Existing Note: Setbacks on all lots are as follows unless otherwise noted: 20 foot front yard setback. 10 foot side yard setback. 10 foot rear yard setback. Additional building setbacks maybe required by the home owners association and/or CC&R's reference the building envelope for each lot. These setbacks will apply to no build - no disturb areas.

Approved Amended Note: Setbacks on all lots are as follows unless otherwise noted: 10 foot front yard setback to building. 20 foot front yard setback to garage. 10 foot side yard setback. 10 foot rear yard setback. Additional building setbacks maybe required by the home owners association and/or CC&R's reference the building envelope for each lot. These setbacks will apply to no build - no disturb areas.

No other changes were made or intended.

APPROVED by the City of St. George City Council on this the _____ day of _____, 2014.

CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

V. H. Hales
_____
Victoria H. Hales, Assistant City Attorney

DRAFT

Agenda Item Number : 4C

Request For Council Action

Date Submitted	2014-10-08 15:53:22
Applicant	Eric McFadden - Premier Design
Quick Title	Ordinance
Subject	Consider the Final Plat Amendment for The Flats at South Pointe Phase 3 Amended.
Discussion	This Final Plat Amendment is part of the October 14, 2014 Planning Commission Report.
Cost	$0.00
City Manager Recommendation	This item will be heard by the Planning Commission at their meeting on the 14th. It is an amendment to increase the size of lots. Signatures were received from all property owners so no public hearing is required.
Action Taken	
Requested by	Todd Jacobsen
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	Wes Jenkins will be presenting this item.

ORDINANCE NO. _____

AN ORDINANCE AMENDING
'THE FLATS AT SOUTH POINTE PHASE 3' SUBDIVISION
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH

WHEREAS, the City of St. George City Council approved the final plat THE FLATS AT SOUTH POINTE PHASE 3 Subdivision on February 20, 2014 which was recorded in the Washington County Recorder's Office as document number 20140016241; and

WHEREAS, the owner of the real property within THE FLATS AT SOUTH POINTE PHASE 3 Subdivision has petitioned the City of St. George City Council to amend THE FLATS AT SOUTH POINTE PHASE 3 Subdivision by increasing the size of Pads 301 & 302; and

WHEREAS, City staff has reviewed the petition and the Planning Commission of the City of St. George has recommended that the City Council approve the amendment of THE FLATS AT SOUTH POINTE PHASE 3 Subdivision as requested; and

WHEREAS, the City Council has determined that amendment of THE FLATS AT SOUTH POINTE PHASE 3 Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT RESOLVED, by the City of St. George City Council that THE FLATS AT SOUTH POINTE PHASE 3 Subdivision hereby is amended by increasing the size of Pads 301 & 302 as shown on the approved Final Plat amendment.

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

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

_____
Victoria H. Hales, Assistant City Attorney

DRAFT

Agenda Item Number : 4D

Request For Council Action

Date Submitted	2014-10-08 15:51:02
Applicant	Bob Hermandson - Bush & Gudgell
Quick Title	Ordinance
Subject	Consider the Final Plat Amendment for Emerald Ridge Amended.
Discussion	This Final Plat Amendment is part of the October 14, 2014 Planning Commission Report.
Cost	$0.00
City Manager Recommendation	Adding a lot to the existing project. I believe all property owners signed off on this change so no public hearing is required. The PC will hear it on the 14th.
Action Taken	
Requested by	Todd Jacobsen
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	Wes Jenkins will be presenting this item.

ORDINANCE NO. _____

AN ORDINANCE AMENDING
'EMERALD RIDGE' SUBDIVISION
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH

WHEREAS, the City of St. George City Council approved the final plat EMERALD RIDGE Subdivision on February 5, 2004 which was recorded in the Washington County Recorder's Office as document number 920218; and

WHEREAS, the owner of the real property within EMERALD RIDGE Subdivision has petitioned the City of St. George City Council to amend EMERALD RIDGE Subdivision by adding Lot 47 and making the temporary turn-a-round a permanent turn-a-round; and

WHEREAS, City staff has reviewed the petition and the Planning Commission of the City of St. George has recommended that the City Council approve the amendment of EMERALD RIDGE Subdivision as requested; and

WHEREAS, the City Council has determined that amendment of EMERALD RIDGE Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT RESOLVED, by the City of St. George City Council that EMERALD RIDGE Subdivision hereby is amended by adding Lot 47 and making the temporary turn-a-round a permanent turn-a-round as shown on the approved Final Plat amendment.

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

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

_____
Victoria H. Hales, Assistant City Attorney

DRAFT

Agenda Item Number : 5A

Request For Council Action

Date Submitted	2014-10-06 10:53:16
Applicant	City of St. George
Quick Title	Resolution to Approve Amendments to Fiscal Year 2014-15 Budget
Subject	Resolution and Public Hearing to review and approve requested budget openings to the Fiscal Year 2014-15 Budget.
Discussion	This is the 2nd round of budget openings for the fiscal year. Our intention is to submit Budget Openings for approval every two to three months, as needed, to maintain compliance with the State Code. This packet in made up mostly of new grant-related expenses, carry-overs of prior year projects, and a few new projects.
Cost	$0.00
City Manager Recommendation	Formal approval of changes needs to be done by adopting a resolution.
Action Taken	
Requested by	Deanna Brklacich
File Attachments	October 16, 2014 Budget Opening.pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	October 16, 2014 Budget Opening.pdf

RESOLUTION NO. _____

AMENDING THE 2014-2015 FISCAL BUDGET FOR THE CITY OF ST. GEORGE, UTAH.

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 16th day of October, 2014, upon motion duly made and seconded, it is unanimously.

RESOLVED that the 2014-2015 fiscal budget for the City of St. George thereto, is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 16TH DAY OF OCTOBER, 2014

Members of the Council Voting Aye
Gil Almquist
Jimmie Hughes
Michele Randall
Joe Bowcutt
Bette Arial

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2014-15
October 16, 2014

GENERAL FUND ADJUSTMENTS

1	10-4211-2700	Police - Special Dept. Supplies	18,143	
	10-33100	J.A.G. Grant (Federal Grants)		18,143

To budget for the annual Justice Assistance Grant from the Office of Justice Programs to be used to replace outdated XP Windows operating system computers.

2	10-4562-7400	Exhibits & Collections - Equipment	9,000	
	10-33400	State Grants		9,000

To budget for a new grant award from the Utah Arts & Museums to be used to purchase additional 8-foot panels for the permanent collection storage room.

3	10-5400-7300	Airport - Improvements	115,551	
	10-4810-9100	Transfers to Other Funds		115,551
	40-38200	Capital Projects Fund - Transfers from Other Funds	115,551	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		115,551

To carryover the remaining budget of the Airport Pavement Management project approved and funded in the previous fiscal year for $400,000 by a UDOT grant and PFC fees; but a portion of the project was not paid until this current year.

4	10-4211-7400	Police - Equipment	10,673	
	10-38100	Contributions from Other		10,673

To budget for the purchase of a new trailer for the Crisis Negotiations Team which Homeland Security has volunteered to reimburse the City for; and the $15,000 already approved in the budget for the trailer will be used to equip the trailer instead.

5	10-5650-7300	SHAC - Improvements	6,760	
	10-4810-9100	Transfers to Other Funds		6,760
	40-38200	Capital Projects Fund - Transfers from Other Funds	6,760	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		6,760

To carry over repairs of roof-leak damage to the SHAC restrooms and office area. This project was approved in the prior fiscal year but was unable to be completed until the roof repairs were finished and tested.

6	10-4511-7300	Parks Design - Improvement	15,650	
	10-4810-9100	Transfers to Other Funds		15,650
	40-38200	Capital Projects Fund - Transfers from Other Funds	15,650	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		15,650

To increase the current budget for the Tonaquint Nature Center grading project to carry over unused funds from the prior year's budget, add revegetation, and to increase the budget due to bids coming in higher than the engineer's estimate.

7	10-4510-7300	Parks - Improvement	26,200	
	10-4510-2600	Parks - Buildings & Grounds		4,000
	10-38300	Contributions from Private		3,400
	10-38200	Transfer from Other Funds		18,800
	40-4000-9100	Capital Projects Fund - Transfers to Other Funds	18,800	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		18,800

To budget for installation of lights and netting at the Snow Park futsal court funded through a donation from the Rotary Club for the netting, reallocation of a portion of Park's building and grounds budget, and the balance as a transfer from the Capital Projects Fund.

CAPITAL PROJECTS FUND (CPF)

8	40-4000-7952	Capital Projects Fund - Tonaquint Cemetery Secondary Access Rd.	83,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		83,000

To budget for engineering and construction fees for the Tonaquint Cemetery secondary access road at approximately 1600 S. connecting to Dixie Drive.

9	40-4000-7890	Capital Projects Fund - City Park Restroom Facility	51,700	
	40-38200	Capital Projects Fund - Transfers from Other Fund		51,700
	44-4400-9100	Park Impact Fund - Transfers to Other Funds	51,700	
	44-38800	Park Impact Fund - Appropriated Fund Balance		51,700

To increase the amount budgeted from $101,700 to $153,400 for the Christensen Park restroom facility to add a detention basin, backflow prevention device, parking lot improvements, and additional design/engineering fees. The additional costs will be funded by a transfer from the Park Impact Fund.

10	40-4000-7200	Capital Projects Fund - Building Purchases or Const.	171,500	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		171,500

To budget for the purchase of property at 78 North 100 West.

11	40-4000-7951	Capital Projects Fund - Mesa Palms Subdivision	169,645	
	40-38304	Private Contributions		169,645

To carry over a portion of the Mesa Palms subdivision improvements project approved in the prior fiscal year for $450,000 but not fully completed, delaying completion into FY2015. Funding has already been received from the private developer's performance bond.

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2014-15
October 16, 2014

OTHER FUNDS

12	41-4100-3100	Economic Development Fund - Professional & Tech. Services	10,000	
	41-38800	Economic Development Fund - Appropriated Fund Balance		10,000

To budget for professional fees to create the Ft. Pierce CDA #2. A portion of the fees were programmed in the prior fiscal year but the project was delayed and the fees are being incurred in the current fiscal year instead.

13	45-4500-3100	Street Impact Fund - Professional & Tech. Services	78,250	
	45-38308	Contributions from Other Govts.		38,343
	45-38800	Street Impact Fund - Appropriated Fund Balance		39,907

To budget for a Master Transportation Plan study which is an approved expenditure on the Transportation Impact Fee - Capital Facilities Plan. The Dixie MPO will reimburse the City for 49% of the study's cost.

14	50-5000-7402	Equitable Sharing Equipment Purchases	35,000	
	50-36501	Equitable Sharing Account		35,000

To increase the Drug Task Force equipment budget for the replacement of XP Operating System computers and laptops for the Police Dept.

15	87-8700-7674	Public Works Capital Projects - Little Valley Road	290,000	
	87-38200	PWCPF - Transfers from Other Funds		250,000
	87-38308	PWCPF - Contributions from Private		40,000
	47-4700-9100	Drainage Impact Fund - Transfers to Other Funds	210,000	
	47-38800	Drainage Impact Fund - Appropriated Fund Balance		210,000
	52-5200-9100	Wastewater Collection - Transfers to Other Funds	40,000	
	52-34410	Wastewater Collection - Connection Fees		40,000

To increase the budget for the Little Valley Road project to add drainage improvements along Horseman Park Road with funding participation from a developer and Wastewater Collection.

16	74-7450-7300	Perpetual Care Fund - Improvements	41,401	
	74-38800	Perpetual Care fund - Appropriated Fund Balance		41,401

To carry over the Cremation Garden project at the Tonaquint Cemetery approved in the prior fiscal year but postponed due to a delay in receiving the design and construction drawings. The project is now ready to be completed.

DRAFT

Agenda Item Number : 5B

Request For Council Action

Date Submitted	2014-10-09 11:44:32
Applicant	Justin Hansen Above View Jet Center, Inc.
Quick Title	Resolution Approving Amendment to FBO Lease
Subject	This amendment changes the Tenant name on the current FBO lease from Above View, LLC to Above View Jet Center, Inc. Above View Jet Center, Inc. assumes all of the lease terms and obligations, including any incurred from inception to date by Above View, LLC.
Discussion	
Cost	$0.00
City Manager Recommendation	Changes name on the lease for Justin Hansen from Above View to Above View Jet Center.
Action Taken	
Requested by	Shawn Guzman
File Attachments	Above View LLC Assignment Draft 10 06 14.doc
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Above View LLC Assignment Draft 10 06 14.doc

RESOLUTION No: _____

A RESLUTION OF THE ST. GEORGE CITY COUNCIL AUTHORIZING AN AMENDMENT TO THE FBO OPERATING AND LEASE AGREEMENT BETWEEN CITY OF ST. GEORGE AND ABOVE VIEW, LLC DATED THE 12TH DAY OF NOVEMBER, 2010

This Amendment to the **FBO OPERATING AND LEASE AGREEMENT BETWEEN CITY OF ST. GEORGE AND ABOVE VIEW, LLC** (the "Amendment") is made and entered into as of this 16th day of October, 2014, by and between the City of St. George, a municipal corporation and political subdivision of the State of Utah, (the "City"), Above View, LLC, a Utah Limited Liability Company, and Above View Jet Center, Inc., a Utah corporation. City, Above View, LLC, and Above View Jet Center, Inc. are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on November 12th, 2010, Above View, LLC, entered into an FBO Operating and Lease Agreement with the City ("Lease"); and

WHEREAS, Above View, LLC has changed its corporate name and now operates as Above View Jet Center, Inc.; and

WHEREAS, Above View, LLC desires to assign the Lease to Above View Jet Center, Inc. and has formally requested that the City approve said assignment under Section 8(A) of the Lease; and

WHEREAS, the City has sole discretion to approve or deny said assignment under the terms of the Lease; and

WHEREAS, the City has determined to approve said assignment by adopting this Amendment upon certain conditions;

NOW, THEREFORE, at a regular meeting of the St. George City Council, St. George, Utah, duly called, noticed, and held on the 16th day of October 2014, upon motion duly made and seconded, it is unanimously:

RESOLVED that the Amended Lease Agreement, a copy of which is attached hereto as Exhibit "A", is hereby approved and adopted. A copy of the Amended Agreement is on file in the Office of the St. George City Recorder.

VOTED UPON AND PASSED BY THE ST. GEORGE CITY COUNCIL, WASHINGTON COUNTY, UTAH AT A REGULAR MEETING OF THE ST. GEORGE CITY COUNCIL HELD ON THE 16TH DAY OF OCTOBER, 2014.
CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor
ATTEST:

Approved as to Form:

_____
Christina Fernandez, City Recorder

_____
Shawn M. Guzman, City Attorney

AMENDMENT TO THE FBO OPERATING AND LEASE AGREEMENT BETWEEN CITY OF ST. GEORGE AND ABOVE VIEW, LLC DATED THE 12TH DAY OF NOVEMBER, 2010

This Amendment to the **FBO OPERATING AND LEASE AGREEMENT BETWEEN CITY OF ST. GEORGE AND ABOVE VIEW, LLC** (the "Amendment") is made and entered into as of this 16th day of October, 2014, by and between the City of St. George, a municipal corporation and political subdivision of the State of Utah, (the "City"), Above View, LLC, a Utah Limited Liability Company, and Above View Jet Center, Inc., a Utah corporation. City, Above View, LLC, and Above View Jet Center, Inc. are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Above View, LLC, entered into the FBO Operating and Lease Agreement with the City on November 12, 2010 (the "Lease"); and

WHEREAS, Above View, LLC has changed its corporate name and now operates as Above View Jet Center, Inc.; and

WHEREAS, Above View, LLC desires to assign the Lease to Above View Jet Center, Inc. and has formally requested that the City approve said assignment under Section 8(A) of the Lease; and

WHEREAS, the City has sole discretion to approve or deny said assignment under the terms of the Lease; and

WHEREAS, the City has determined to approve said assignment by adopting this Amendment upon certain conditions;

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, the Parties mutually covenant and agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals are hereby incorporated and made a binding part of this Amendment.

2. Lease Remains Effective. The Lease, including but not limited to, all of its terms, definitions, conditions, promises, penalties, covenants, restrictions, agreements, and

exhibits, remains unchanged and in full force and effect, except as set forth in this Amendment.

3. Amendment to Lease. Reference to Above View, LLC as "Tenant" is hereby amended to read "Above View Jet Center, Inc., a Utah Corporation" and all references in the Lease to "Tenant" shall hereinafter mean Above View Jet Center, Inc.

4. Assumption of Terms, Liabilities. Above View Jet Center, Inc., hereby acknowledges and accepts all of the terms, definitions, conditions, promises, penalties, covenants, restrictions, agreements, and exhibits of the Lease and all obligations, liabilities and conditions incurred or caused by Above View, LLC for matters arising during the Lease term prior to this Amendment.

IN WITNESS HEREOF, the Parties hereby execute this Amendment as of the month, day and year first written above.

CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor

ABOVE VIEW, LLC

_____
Justin Hansen, Manager

ABOVE VIEW JET CENTER, INC.

_____
Justin Hansen, President

ATTEST:

_____
Gay Cragun, City Recorder

Approved as to Form:

_____
Shawn M. Guzman, City Attorney

DRAFT

Agenda Item Number : 5C

Request For Council Action

Date Submitted	2014-10-09 14:41:58
Applicant	Washington County
Quick Title	Resolution for Sale of Property to WC for Library Site
Subject	This property is located in Little Valley in the vicinity of Horseman's Park Road adjacent to The Village at Little Valley Phase I. Sale price is $50,000/acre. The site will be used for a library. 2.074 acres. $103,700.
Discussion	
Cost	$0.00
City Manager Recommendation	Final action on the proposed sale of City property in the Little Valley area to the County for a future library site. $50,000 per acre was the agreed upon price. Recommend approval.
Action Taken	
Requested by	Shawn Guzman
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SALE OF REAL PROPERTY FOR FUTURE CONSTRUCTION OF A WASHINGTON COUNTY LIBRARY BRANCH IN THE LITTLE VALLEY AREA

WHEREAS, the area known as Little Valley in southeastern St. George City continues to grow rapidly in population;

WHEREAS, the Washington County Library Board has recommended that steps be taken to prepare for a library branch to be constructed in the Little Valley area;

WHEREAS, the City of St. George currently holds title to approximately two (2) acres of real property in the Little Valley area located between 2350 East and Sullivan Lane ("the Property") (a legal description of the Property is attached as Exhibit A);

WHEREAS, the Property is a good location for a future library branch and Section 10-8-2 of the Utah Code Annotated authorizes the City to sell real estate;

WHEREAS, Washington County and the City of St. George have negotiated a fair price of $50,000 an acre for a total of $103,700 for which the County will purchase the Property;

WHEREAS, a certified appraiser has reviewed the negotiated price and the property and found that the sale price is at or below fair market value;

WHEREAS, in accordance with it is in the best interest of the citizens of the City of St. George that the City sell the real property described in Exhibit A for the negotiated price provided above; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH THAT:

The sale of real property described above is approved and the Mayor is authorized to execute the necessary closing documents.

VOTED UPON AND PASSED BY THE WASHINGTON COUNTY COMMISSION AT A REGULAR MEETING OF THE WASHINGTON COUNTY COMMISSION HELD ON THE 16th DAY OF OCTOBER, 2014.

CITY OF ST. GEORGE:

_____
JONATHAN T. PIKE, MAYOR

_____
SHAWN M. GUZMAN,
CITY ATTORNEY

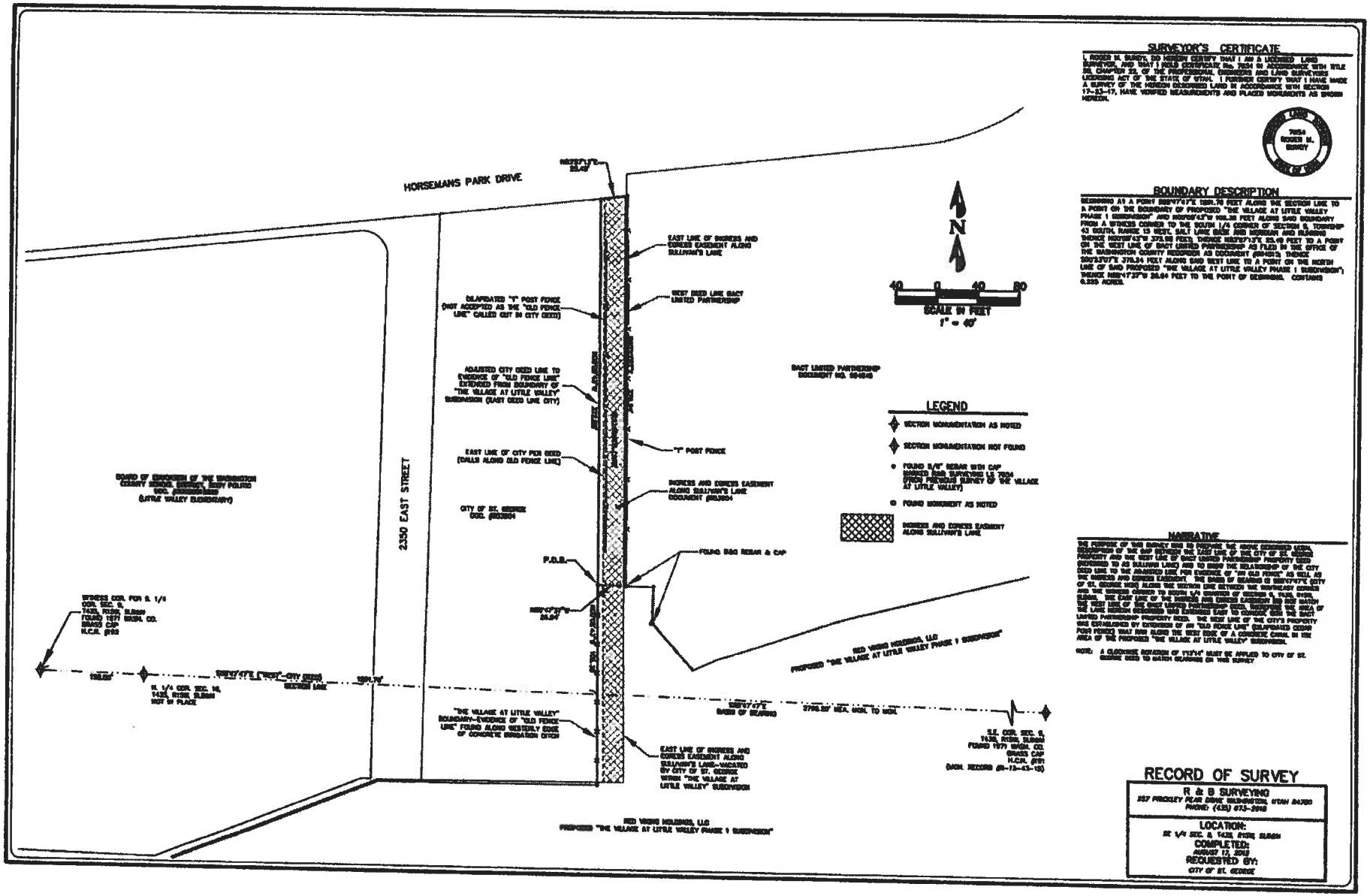
ATTEST:

_____
CHRISTINA FERNANDEZ,
CITY RECORDER

EXHIBIT A

LEGAL DESCRIPTION
FOR CITY OF ST. GEORGE REMAIDER PROPERTY
BETWEEN 2350 EAST AND SULLIVAN LANE
AUGUST 19, 2014

BEGINNING AT A POINT S88°47'47"E 1891.76 FEET ALONG THE SECTION LINE FROM A WITNESS CORNER FOR THE SOUTH 1/4 CORNER OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING ON THE BOUNDARY OF "THE VILLAGE AT LITTLE VALLEY PHASE 1 AMENDED AND EXTENDED" FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 200130013224, RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: S0°08'43"E 87.12 FEET; THENCE S89°50'33"W 172.49 FEET TO A POINT ON THE EAST LINE OF 2350 EAST STREET AS SHOWN ON THE PROPOSED 2350 EAST STREET AND HORSEMAN PARK ROAD, ROADWAY DEDICATION PLAT DATED AUGUST 2014; THENCE N1°25'09"E 518.27 FEET ALONG SAID EAST LINE OF 2350 EAST TO THE POINT OF CURVE OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 36.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°38'14" TO A POINT ON THE SOUTHERLY LINE OF HORSEMAN PARK ROAD AS SHOWN ON THE PROPOSED 2350 EAST STREET AND HORSEMAN PARK ROAD, ROADWAY DEDICATION PLAT DATED AUGUST 2014; THENCE N84°03'25"E 136.56 FEET TO A POINT ON THE WEST LINE OF "SULLIVAN LANE", AS ESTABLISHED FROM EVIDENCE OF AN "OLD FENCE LINE"; AS CALLED OUT IN THE LEGAL DESCRIPTION OF DOCUMENT NO. 20130013170 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE S0°08'43"E 468.90 FEET ALONG THE WEST LINE OF "SULLIVAN LANE" TO THE POINT OF BEGINNING. CONTAINS 2.074 ACRES.



SURVEYOR'S CERTIFICATE

I, ROGER M. SURVEY, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE No. 7834 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED LAND IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED MEASUREMENTS AND PLACED MONUMENTS AS SHOWN HEREON.

7834 ROGER M. SURVEY

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S89°47'47"E 1321.74 FEET ALONG THE SECTION LINE TO A POINT ON THE BOUNDARY OF PROPOSED "THE VILLAGE AT LITTLE VALLEY PHASE 1 SUBDIVISION" AND S00°00'43"W 100.00 FEET ALONG SAID BOUNDARY FROM A WITNESS CORNER TO THE SOUTH 1/4 CORNER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N00°00'43"E 378.08 FEET; THENCE N89°51'13"E 93.48 FEET TO A POINT ON THE WEST LINE OF EAST LIMITED PARTNERSHIP AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT (#604613); THENCE S00°33'01"E 378.24 FEET ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF SAID PROPOSED "THE VILLAGE AT LITTLE VALLEY PHASE 1 SUBDIVISION"; THENCE N89°47'37"W 39.54 FEET TO THE POINT OF BEGINNING. CONTAINS 0.335 ACRES.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO RETRACE THE WORK PERFORMED HEREON, BOUNDARY OF THE EAST SUBDIVISION ONE 1321 LINE OF THE CITY OF ST. GEORGE PROPERTY AND THE WEST LINE OF EAST LIMITED PARTNERSHIP PROPERTY DEED (REFERRED TO AS SULLIVAN LANE) AND TO SHOW THE RELATIONSHIP OF THE CITY DEED LINE TO THE ADJUSTED LINE, PER EVIDENCE OF THE OLD FENCE AS HELD AS THE ENTRIES AND EGRESS EASEMENT. THE BASIS OF BEARING IS S89°47'47"E CITY OF ST. GEORGE MONUMENTS ALONG THE SECTION LINE BETWEEN THE MONUMENTED CORNERS AS SHOWN HEREON TO SOUTH 1/4 CORNER OF SECTION 8, T42S, R15W, SLB&M. THE EAST LINE OF THE ENTRIES AND EGRESS EASEMENT AND DEED WITH THE WEST LINE OF THE EAST LIMITED PARTNERSHIP PROPERTY DEED WITH THE LINE HEREBY ESTABLISHED AS THE EAST LINE OF THE ENTRIES AND EGRESS EASEMENT AND THE WEST LINE OF THE EAST LIMITED PARTNERSHIP PROPERTY DEED. THE WEST LINE OF THE CITY'S PROPERTY WAS ESTABLISHED BY EVIDENCE OF AN "OLD FENCE LINE" DILAPIDATED CEDAR POST FENCE WAY RUN ALONG THE WEST EDGE OF A CONCRETE CANAL IN THE AREA OF THE PROPOSED "THE VILLAGE AT LITTLE VALLEY" SUBDIVISION.

NOTE: A CLOCKWISE ROTATION OF 1°13'41" MUST BE APPLIED TO CITY OF ST. GEORGE DEED TO MATCH BEARINGS ON THIS SURVEY.

RECORD OF SURVEY

R & B SURVEYING
357 PRICKLY PEAR DRIVE WASHINGTON, UTAH 84780
PHONE: (435) 673-2918

LOCATION:
SE 1/4 SEC. 8, T42S, R15W, SLB&M
COMPLETED:
AUGUST 17, 2012
REQUESTED BY:
CITY OF ST. GEORGE

WHEN RECORDED, MAIL TO:

KIM HAFEN
WASHINGTON COUNTY CLERK-AUDITOR
197 EAST TABERNACLE STREET
ST. GEORGE, UTAH 84770

QUIT CLAIM DEED

ST. GEORGE CITY, a Municipality of the State of Utah, Grantor, hereby QUIT CLAIMS to WASHINGTON COUNTY, a political subdivision of the State of Utah, with its principal office in St. George, Washington County, Utah, Grantee, for adequate consideration, the following described tract of land in Washington County, Utah:

BEGINNING AT A POINT S88°47'47"E 1891.76 FEET ALONG THE SECTION LINE FROM A WITNESS CORNER FOR THE SOUTH ¼ CORNER OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING ON THE BOUNDARY OF "THE VILLAGE AT LITTLE VALLEY PHASE 1 AMENDED AND EXTENDED" FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 200130013224, RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: S0°08'43"E 87.12 FEET; THENCE S89°50'33"W 172.49 FEET TO A POINT ON THE EAST LINE OF 2350 EAST STREET AS SHOWN ON THE PROPOSED 2350 EAST STREET AND HORSEMAN PARK ROAD, ROADWAY DEDICATION PLAT DATED AUGUST 2014; THENCE N1°25'09"E 518.27 FEET ALONG SAID EAST LINE OF 2350 EAST TO THE POINT OF CURVE OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 36.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°38'14" TO A POINT ON THE SOUTHERLY LINE OF HORSEMAN PARK ROAD AS SHOWN ON THE PROPOSED 2350 EAST STREET AND HORSEMAN PARK ROAD, ROADWAY DEDICATION PLAT DATED AUGUST 2014; THENCE N84°03'25"E 136.56 FEET TO A POINT ON THE WEST LINE OF "SULLIVAN LANE", AS ESTABLISHED FROM EVIDENCE OF AN "OLD FENCE LINE"; AS CALLED OUT IN THE LEGAL DESCRIPTION OF DOCUMENT NO. 20130013170 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE S0°08'43"E 468.90 FEET ALONG THE WEST LINE OF "SULLIVAN LANE" TO THE POINT OF BEGINNING. CONTAINS 2.074 ACRES.

St. George City reserves all existing easements for utilities and other purposes, which St. George City may have within the above described property.

The execution of this Quit Claim Deed was approved by the St. George City Council by Resolution No. _____.

DATED this ____ day of _____, 2014.

ST. GEORGE CITY

_____
JON PIKE, Mayor

ATTEST:

_____
Christina Fernandez
St. George City Recorder

STATE OF UTAH)
ss.
County of Washington)

On this ___ day of _____, 2014, before me personally appeared JON PIKE and CHRISTINA FERNANDEZ whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of St. George City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Washington County executed the document and the document was the act of Washington County for its stated purpose.

_____
Notary Public

DRAFT

Agenda Item Number : 5D

Request For Council Action

Date Submitted	2014-10-09 12:13:19
Applicant	Millie Cockerill
Quick Title	Sale of property to Dixie Power
Subject	A purchase and sale agreement for the sale of property to Dixie Power for a substation.
Discussion	Dixie Power would like to purchase property from the City to put in a substation on 2450 South next to the Seegmiller Historic Farm. They will be required to put in landscaping including irrigation for the landscape. The agreement includes a delay agreement for the installation of curb, gutter and sidewalk.
Cost	$0.00
City Manager Recommendation	Sale of an acre to Dixie Power at the northwest corner of the Seegmiller historic park. The property will be used for a substation for this high growth area and will negate the need for a major 69 Kv line to go on 3000 E. Dixie has agreed to pay $200,000 for the property if the funds are used for improvements at the Park. The Seegmiller family have agreed with the proposal. Recommend approval.
Action Taken	
Requested by	Paula Houston
File Attachments	Seegmiller_Farm.Dixie_Power.PUR.LS.v4ph.docx
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Seegmiller_Farm.Dixie_Power.PUR.LS.v4ph.docx

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH FOR SALE OF CITY PROPERTY TO DIXIE POWER

WHEREAS, the City of St. George, Utah wants to sell real property to Dixie-Escalante Rural Electric Association, Inc. (hereinafter "Dixie Power"); and

WHEREAS, Dixie Power wants to purchase the real property for a substation located at approximately 2450 South next to the Seegmiller Historic Farm, in St. George, Utah; and

WHEREAS, the City has considered the power needs of citizens in a rapidly growing area of the City, and the proposed sale price for the property, and performed an analysis of the sale, and made a determination it is in the best interest of the citizens of the City of St. George.

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

The City Council hereby authorizes the Mayor to sign the Purchase and Sale Agreement and other documents necessary to sale the property at issue to Dixie Power as described in and attached hereto as Exhibit "A"

This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. George, this ___ day of October, 2014.

_____

Jonathan T. Pike, Mayor

Attest:

_____

Christina Fernandez, City Recorder

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2014, (the "Effective Date"), by and between CITY OF ST. GEORGE, a Utah municipal corporation ("Seller"), and DIXIE-ESCALANTE RURAL ELECTRIC ASSOCIATION, INC., DBA DIXIE POWER, a Utah Corporation, ("Buyer").

RECITALS

A. Seller is the owner of certain real property located in St. George, Washington County, State of Utah.

B. Buyer desires to purchase from Seller a certain portion of the Seller's Property in fee, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration outlined herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Agreement – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.3. Closing – The closing and consummation of the Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Quit Claim Deed.

1.4. Funds – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.5. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (v) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.6. Transaction – The purchase of the Property by Buyer and the sale of the Property by Seller, all as contemplated by this Agreement.

2. PROPERTY. The Property is described as set forth in Exhibit A. Property does not include water rights or water shares. Water rights and water shares are specifically reserved for Seller.

3. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Property. The Transaction shall be completed in accordance with, and subject to, the terms, conditions, and provisions fully set forth herein.

4. PURCHASE PRICE. The purchase price and consideration (the "Purchase Price") to be paid for the Property shall be TWO HUNDRED THOUSAND DOLLARS ($200,000.00).

5. CLOSING.

5.1. Time and Place. The Closing for the Transaction shall take place in the office of the Seller on the ____ day of _____, 2014, the Closing Date.

5.2. Seller's Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer, as applicable:

5.2.1. A Quit Claim Deed for the Property in the form of Exhibit B attached hereto, fully executed and properly acknowledged by Seller; and

5.2.2. Such other funds, instruments and documents as may be reasonably requested by Buyer or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).

5.3. Buyer's Closing Deliveries. At or before the Closing, Buyer shall deliver to Seller:

5.3.1. The funds set forth in Section 3 of this Agreement; and

5.3.2. A fully executed and properly acknowledged delay agreement for the installation of improvements which include curb, gutter and sidewalk. The delay agreement shall be in the form of Exhibit C attached hereto; and

5.3.3. Such other funds, instruments and documents as may be reasonably requested by Seller or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

5.4. Prorations and Closing Costs.

5.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction. Closing costs shall be paid by Buyer. Buyer shall pay for the standard-coverage policy of title insurance insuring Buyer, if desired by Buyer.

5.4.2. Buyer shall be responsible to pay rollback taxes for the Property, if any.

5.4.3. All prorations for 2014, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be prorated between the parties as of Closing.

5.4.4. Buyer agrees to be responsible for taxes, assessments, utilities, and other services provided to the Property after Closing.

5.5. Documents. After Closing, Buyer shall record the documents referred to herein in the proper sequence.

5.6. Possession. Buyer shall be entitled to possession of the Property after all documents have been recorded as provided herein and all terms of the Agreement have been met.

5.7. Termination. If the Transaction does not close on or before the Closing Date for any reason, unless extended, this Agreement shall automatically be terminated.

6. "AS IS" PURCHASE.

6.1. Disclaimer. Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property (except as set forth in the Quit Claim Deed); (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, around, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws, building codes, or zoning codes), (v) the size, dimensions or square footage of the Property, (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); (vii) any economic feasibility of the Property, or (viii) any development rights or permits (or lack thereof) associated with the Property.

6.2. Acceptance. Subject to the express terms of this agreement, Buyer acknowledges for Buyer and Buyer's successors and assigns, that Buyer will be acquiring the Property based solely upon Buyer's own investigation and inspection thereof. Seller and Buyer agree that, the Property shall be sold and Buyer shall accept title to and possession of the Property on the Closing Dates "as is, where is, with all faults" with no right of set off or reduction in the Purchase Price, and that except as set forth in the deed, such sale shall be without representation, certification or warranty of any kind, express or implied, oral or written, statutory or otherwise, and seller does hereby disclaim and renounce any such representation, certification or warranty.

7. IMPROVEMENTS. In consideration of Seller conveying the Property to Buyer, Buyer hereby agrees to install landscaping, irrigation for the landscaping, and a block wall around the facility. Buyer also agrees to construct and maintain those certain improvements located on and/or adjacent to Seller's Property which are more particularly described in Exhibit C which is attached hereto and incorporated herein by this reference.

8. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

9. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the

court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

10. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER:	City of St. George 175 East 200 North St. George, UT 84770 Attn: Kent Perkins Phone: (435) 627-4500 Email: kent.perkins@sgcity.org
BUYER:	Dixie Power Beryl Office 71 East Highway 56 Beryl, Utah 84714 Attn: LaDel Laub, CEO Phone: (435) 439-5311 Email: ladell@dixiepower.com

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

11. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

12. DEFAULT. If Buyer defaults, Seller may sue Buyer to specifically enforce this Agreement or pursue other remedies available at law. If Seller defaults, Buyer may sue Seller to specifically enforce this Agreement or pursue other remedies available at law.

13. ABROGATION. The provisions of this Agreement shall apply after Closing.

14. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

15. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

16. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

18. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

19. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

20. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

21. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

22. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

23. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

24. TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

25. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:
CITY OF ST. GEORGE,
a Utah municipal corporation

By:_____
Name: Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Approved as to form:

_____
Paula Houston, Deputy City Attorney

BUYER:
DIXIE-ESCALANTE RURAL ELECTRIC ASSOCIATION, INC., DBA DIXIE POWER
a Utah corporation

By:_____
Name: LaDel Laub, CEO

PURCHASE AND SALE AGREEMENT
EXHIBIT A

(Legal Description of the Property)
SG-5-3-10-4100

The following land situated in Washington County, State of Utah:

BEGINNING AT A POINT WHICH IS SOUTH 89°03'53" EAST 1353.43 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°00'00" EAST 24.75 FEET FROM THE NORTHWEST CORNER OF SECTION 10 TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON THE NORTHWEST CORNER OF CITY OF ST. GEORGE PROPERTY RECORDED ON OCTOBER 9, 1999 AS ENTRY NO. 682464, IN BOOK 1366, PAGE 454, IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, IN SAID COUNTY, IN THE STATE OF UTAH; RUNNING THENCE ALONG SAID CITY OF ST. GEORGE PROPERTY SOUTH 89°03'53" EAST 220.00 FEET; THENCE SOUTH 00°47'57" WEST 200.00 FEET; THENCE NORTH 89°03'53" WEST 220.00 FEET TO THE WESTERLY PROPERTY LINE OF SAID CITY OF ST. GEORGE PROPERTY, THENCE ALONG SAID PROPERTY NORTH 00°47'57" EAST 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING. 44,000 SQ.FT 1.01 ACRES

PURCHASE AND SALE AGREEMENT
EXHIBIT B

When Recorded Return To:
City of St. George
Attn: Legal Dept.
175 East 200 North
St. George, Utah 84770

Tax ID: SG-5-3-10-4100

QUITCLAIM DEED

The City of St. George, a Utah municipal corporation, Grantor of St. George, County of Washington, State of Utah, , hereby QUITCLAIMS to Dixie-Escalante Rural Electric Association, Inc., DBA Dixie Power, a Utah corporation, for the sum of TEN and no/100 Dollars, the following described tract of land in Washington County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ___ day of _____, 2014.

CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor

Attest:

_____
Christina Fernandez, City Recorder

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2014, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

_____
Notary Public

QUIT CLAIM DEED
EXHIBIT A

(Legal Description of the Property)
SG-5-3-10-4100

The following land situated in Washington County, State of Utah:

BEGINNING AT A POINT WHICH IS SOUTH 89°03'53" EAST 1353.43 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°00'00" EAST 24.75 FEET FROM THE NORTHWEST CORNER OF SECTION 10 TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON THE NORTHWEST CORNER OF CITY OF ST. GEORGE PROPERTY RECORDED ON OCTOBER 9, 1999 AS ENTRY NO. 682464, IN BOOK 1366, PAGE 454, IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, IN SAID COUNTY, IN THE STATE OF UTAH; RUNNING THENCE ALONG SAID CITY OF ST. GEORGE PROPERTY SOUTH 89°03'53" EAST 220.00 FEET; THENCE SOUTH 00°47'57" WEST 200.00 FEET; THENCE NORTH 89°03'53" WEST 220.00 FEET TO THE WESTERLY PROPERTY LINE OF SAID CITY OF ST. GEORGE PROPERTY, THENCE ALONG SAID PROPERTY NORTH 00°47'57" EAST 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING. 44,000 SQ.FT 1.01 ACRES

PURCHASE AND SALE AGREEMENT
EXHIBIT C

Recorded at request of: City of St. George
When recorded return to: Legal Department, 175 E. 200 N., St. George, Utah 84770

Tax ID: SG-5-3-10-4100

DELAY AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

THIS AGREEMENT entered into this _____ day of _____, 2014, by and between the City of St. George, a Utah municipal corporation, hereinafter referred to as "City", and Dixie-Escalante Rural Electric Association, Inc., DBA Dixie Power, a Utah corporation, hereinafter referred to as "Applicant", whose address is 71 East Highway 56, Beryl, UT 84714.

W I T N E S S E T H :

WHEREAS, Applicant desires site plan approval and purchase of property from City for a new substation located on 2450 South, the northwest corner of parcel SG-5-3-10-4100 (which is being purchased by Applicant) and which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and,

WHEREAS, the terms of the issuance of such permit or approval requires Applicant to install and complete the improvements by installing curb, gutter and sidewalk (the Improvements); and,

WHEREAS, City cannot grant such approval until Applicant agrees to the conditions set forth hereunder regarding completion of the above-described Improvements.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. City agrees to permit Applicant to defer completion of the Improvements until such time as City sends a written notice to Applicant demanding installation or completion of any or all of the Improvements.

2. Unless otherwise expressly agreed above, City may require any or all of the Improvements to be partially or wholly completed, in any order or pursuant to any time table deemed appropriate by City.

3. Installation of the Improvements by Applicant shall commence within 30 days of the date of the written notice or other time mentioned in Paragraph 2 above and shall be completed within 90 days of the date of the written notice.

4. The cost of the Improvements, their installation and completion, shall be completely and wholly borne by Applicant.

5. Applicant shall not be relieved from the obligation to install the Improvements until such installation has been performed to the satisfaction of City.

6. Notwithstanding the provisions set forth above, if, prior to the deferred time period set out above, anyone applies to City for approval to develop the property adjacent to or within 500 feet of the property described above, then City may require said deferred Improvements to be installed at the same time approval is given to develop the adjacent property.

7. The parties expressly agree that City may at any time, at its option, install or complete any or all of the Improvements. Should City exercise its option, Applicant shall reimburse to City, within 30 days of written notice to Applicant, all costs resulting from such Installation and/or completion.

8. Should Applicant fail to install and complete the Improvements as required by City pursuant to the terms of this Agreement or reimburse City as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, Applicant recognizes City's right to recover the costs necessary to install the Improvements or obtain reimbursement therefore, through foreclosure proceedings on the property described above.

9. If a special improvement district is proposed, which district would in whole or in part finance the installation of any or all of the Improvements required under this Agreement, Applicant agrees not to oppose the forming of the special improvement district or the cost thereof. Applicant expressly acknowledges that its obligation for completion of or reimbursement for Improvements which are the subject of this Agreement, but are not or will not be installed as part of the special improvement district, shall not be affected by said special improvement district.

10. If any other public improvements come to within 200 feet or less of property subject to this agreement, then the Applicant shall complete the Improvements contemplated herein without written notice and in accord with the times set forth in Paragraph 3.

11. Any and all of the obligations of Applicant as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees, and subsequent purchasers of the parties.

12. If the City commences legal action to enforce or interpret any term of this Agreement, City shall be entitled to recover from Applicant, all reasonable attorney's fees, court costs, and any other costs incurred in connection with such action, whether at trial or on appeal.

13. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in

full force and effect.

APPLICANT: Dixie-Escalante Rural Electric Association, Inc., DBA Dixie Power

_____
By
Title _____

CITY

_____
By

_____ _____
City Engineer Date

Approved as to form:

_____ _____
Paula Houston, Deputy City Attorney Date

APPLICANT NOTARY

STATE OF)
ss.
County of)

On this ___ day of _____, 2014, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of Dixie-Escalante Rural Electric Association, Inc., DBA Dixie Power, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public

DRAFT

Agenda Item Number : 6A

Request For Council Action

Date Submitted	2014-10-08 15:46:21
Applicant	John D. Jones
Quick Title	St George Lions Drag Races
Subject	Consideration of a request to waive the Ridge Top Complex use fee.
Discussion	The St George Lions Drag Races will be held at the Ridge Top Complex on Saturday November 15 and Sunday, November 16 from 7:00 am to 6:00 pm daily. This event will promote safe racing for locals as well as outlying area race fans. Past events have spurred interest with local high schools and vocational tech schools and they look forward to participating again in the family friendly event.
Cost	$0.00
City Manager Recommendation	This event was held last year and and no issues have been raised from that event. Appears to be a good event for the public and a good fund raiser for the St. George Lions club. Recommend approval.
Action Taken	
Requested by	Bill Swensen
File Attachments	St George Lions Drag Races .pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	St George Lions Drag Races .pdf

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: ST GEORGE LIONS DRAG RACES
Applicant's Name: JOHN D JONES
Organization: ST GEORGE LIONS
Mailing Address: 299 E 100 S
City, State, Zip: ST GEORGE UT 84770
Day Phone: **Cell/other:** 435-668-5747
E-mail: JOHN@KRISTIDIESEL.COM
Event Web Address (if applicable):
Alternate contact name: GREG MATHIS **Day Phone:** 435-619-6612
Cell/other: **E-mail:**

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

LOCATION 620 S AIRPORT RD
Location Details/Address: BLACK RIDGE OLD AIR STRIP

Event	**Date(s):** 11-15-2014 & 11-16-2014	**Start time:** 7:00 AM	**End time:** 6:00 PM
Set-up	**Date(s):** 11-13-2014	**Start time:** 8:00 AM	**End time:** 6:00 PM
Clean-up	**Date(s):** 11-16-2014	**Start time:** 6:00 PM	**End time:** 9:00 PM

Is this a recurring event? **If yes; daily, weekly or other?**
Is this a Annual Event? **If yes; Same date and Place?**

TYPE OF ACTIVITY *check all that apply:*

☐ Sporting ☐ 5K ☐ Parade ☐ Festival
☐ Film Production ☐ Vendor Booth ☐ Cycling ☐ 10K ☐ Dance ☐ Block Party
☐ Fun Run ☐ ½ Marathon
☐ Outdoors Sales ☐ Training ☒ Other: DRAG RACES

Instructions online at www.sgcity.org/forms

VENDORS/FOOD/ALCOHOL *check all that apply*

☒ Vendors/merchants Quantity: 1

☐ Vendors *giving* away products/services ☒ Vendors *selling* products/food

☒ Food

☐ given away ☐ catered by restaurants/ vendors ☒ prepared on site — SW Utah Health Dept., (435) 986-2580

☐ Alcoholic Beverages

☐ beer stands ☐ fenced in beer garden ☐ liquor sales — Utah DABC, (801) 977-6800 Bus. Licensing, (435) 627-

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

☒ Tents/Pop-up Canopies Amount: 2-3 Dimensions: 10X10 EZ-UP — SG Fire Dept. (435) 627- 4150

☐ Temporary Stage Dimensions:

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 *(must obtain privately)*

☐ Music *if yes, check all that apply* ☐ Acoustic ☐ Amplified *(must obtain privately)*

☒ PA/Audio system Type/Description:

☐ Fireworks / Fire Performances / Open Flame — SG Fire Dept. (435) 627- 4150

☐ Propane/Gas on site — 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: *(please include details on site map)* — SG City Public Works Dept., (435) 627-4050

☐ Sidewalk Use Location: *(please include details on site map)* ☐ Will stay on sidewalks and follow pedestrian laws

☐ Parade # of Floats:

SECURITY/OTHER *You may begin to coordinate in advance with these contacts:*

☒ Private Security/Officers Company name: LIONS # of Personnel: 20

☐ Animals Quantity: What kind:

☐ Drawing or Raffle — SG City Legal Dept. Diana Hamblin, (435) 627-4606

☐ Motion Pictures/Videos ☐ Other:

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.*

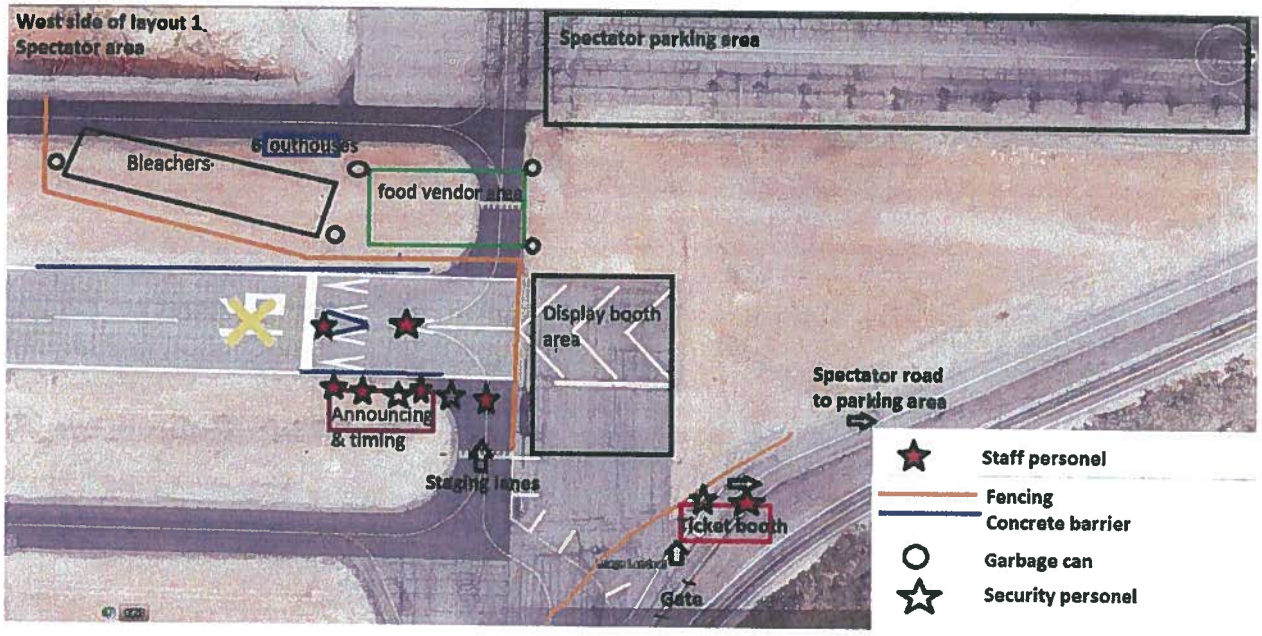
DRAG RACING - FOR LOCALS AND OUTERLYING AREAS & OTHER STATES. WE WILL BE PROMOTING SAFE RACING FOR HIGH SCHOOLS + TO GET IT OFF THE STREETS THERE WILL BE CONCESSIONS ONSITE FOR SPECTATORS. PRACTICE STARTS IN THE MORNING & RACE ELIMINATIONS START AT 1:00 UNTIL FINISHED WE HAVE A LOT OF INTEREST FROM HIGH SCHOOLS OUT OF STATE + VOCATIONAL TECH SCHOOLS. THEY SAID THEY WOULD LOVE TO PARTICIPATE.

DETAILED SITE MAP

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

Your map should include:

- The names of streets, placement of barricades, and/or road closures
- The areas where participants and vendors/merchants will park
- Parade forming and disbanding areas, bleachers, etc.
- Vendor and booth placement



DRAFT

Agenda Item Number : 6B

Request For Council Action

Date Submitted	2014-10-08 15:34:19
Applicant	LuAnn Lundquist
Quick Title	Support Your Local Grandparents 3k
Subject	Consideration of a request to waive the Tonaquint Park use fee.
Discussion	The Support Your Local Grandparents 3k will be held at the Tonaquint Park on Saturday, November 8 from 7:30 am to 1:00 pm. This event will honor Washington County senior citizens with a 3k run/walk that will raise funds in support of free services that are provided by the local non-profit, Alzheimerâ€™s & Dementia Society.
Cost	$0.00
City Manager Recommendation	Sounds like a worthy event. Recommend approval.
Action Taken	
Requested by	Bill Swensen
File Attachments	Support Your Local Grandparents 3k .pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Support Your Local Grandparents 3k .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: **Support Your Local Grandparents 3K**

Applicant's Name: LuAnn Lundquist

Organization: Alzheimer's & Dementia Society

Mailing Address: PO Box 640

City, State, Zip: New Harmony, Utah 84757

Day Phone: 435-319-0407 **Cell/other:** 435-668-2967

E-mail: luann@alzsociety.com

Event Web Address (if applicable): www.alzsociety.com

Alternate contact name: Kim LIkens **Day Phone:** 435-319-0407

Cell/other: 435-272-6501 **E-mail:** kim.likens.ads@gmail.com

EVENT DETAILS ***A 3K Charity walk to raise awareness for senior issues in Washington County and to raise funds for free or reduced cost services from the Alzheimer's & Dementia Society.***

LOCATION **Tonaquint Park**

Location Details/Address: 1851 S Dixie Dr, St George, UT 84770

Event	Date(s) Saturday, November 8, 2014	Start time: 7:30 am	End time: 1:00 pm
Set-up	Date(s): 11-9-2014	Start time: 7:30 am	End time: 8:30 am
Clean-up	Date(s): 11-9-2014	Start time: 11:00 am	End time: 1:00 pm

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

Is this a Annual Event? yes **If yes; Same date and Place?** Not necessarily

TYPE OF ACTIVITY *check all that apply:*

☐ Film Production x Vendor Booth ☐ Sporting ☐ 5K ☐ Parade ☐ Festival

☐ Outdoors Sales ☐ Training ☐ Cycling ☐ 10K ☐ Dance ☐ Block Party

x Fun Run ☐ ½ Marathon ☐ Other:

PARTICIPANTS

Number of participants expected: 125	Number of volunteers/event staff: 20
x Open to the Public	☐ Private Group/Party

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

SPECIAL EVENT PERMIT APPLICATION

Event: Support Your Local Grandparents 3K

VENDORS/FOOD/ALCOHOL *check all that apply*

- [x] **Vendors/merchants** **Quantity:**
  - [ ] Vendors ***giving*** away products/services
  - [ ] Vendors ***selling*** products/food
- [x] **Food**
  - x given away
  - [x] catered by restaurants/vendors
  - [ ] prepared on site — SW Utah Health Dept., (435) 986-2580
- [ ] **Alcoholic Beverages** — Utah DABC, (801) 977-6800
  - [ ] beer stands
  - [ ] fenced in beer garden
  - [ ] liquor sales — Bus. Licensing, (435) 627-4740

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

- x **Tents/Pop-up Canopies** — **Amount:** 12; **Dimensions:** 12'x12' — SG Fire Dept. (435) 627- 4150
- [ ] **Temporary Stage** — **Dimensions:**

Description of Tents/Canopies/Stage, etc.: Pop up canopies for vendor booths – if vendor wants

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

- [ ] **Fencing/Scaffolding**
- [ ] **Barricades**
- X **Portable Sanitary Units** — *(must obtain privately)*
- x **Music** *if yes, check all that apply* [ ] **Acoustic** x **Amplified** — *(must obtain privately)*
- x **PA/Audio system** **Type/Description: Disc jockey music in background and announcements**
- [ ] **Fireworks / Fire Performances / Open Flame** — SG Fire Dept. (435) 627- 4150
- [ ] **Propane/Gas on site** — 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:** *(please include details on site map)* — SG City Public Works Dept., (435) 627-4050
- [ ] **Sidewalk Use** — **Location:** *(please include details on site map)* — [ ] **Will stay on sidewalks and follow pedestrian laws**
- [ ] **Parade** — **# of Floats:**

SECURITY/OTHER *You may begin to coordinate in advance with these contacts:*

- x **Private Security/Officers** — **Company name:** private citizen volunteers — **# of Personnel:** 4
- [ ] **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).

Alzheimer's & Dementia Society - LuAnn Lundquist — LuAnn Lundquist — 10-7-2014

Print Applicant's Name — Applicant's Signature — Date

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

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.*

This event will celebrate and honor Washington County senior citizens with a 3 K Poker Run/Walk. There will be teams competing for trophy awards and 4 prize winners for the best hand drawn as they loop the 3 k trail at Tonaquint Park.

Funds raised by admittance and teams will go to Southern Utah's local 501c3 to provide the following free services:

1. Caregiver consultation
2. Family caregiver consultation
3. 6 different caregiver support groups
4. Educational presentations
5. Lending library with free educational materials
6. Early Stage Memory Loss education series
7. Awareness and Educational events
8. Conferences and staff trainings

Set up will be at 7:30 am

Registration from 8:30 – 9:00

Race Event starts at 9:00

Award Ceremony and entertainment will be at approximately 10:00

Vendor booths will be set up at 7:30 and remain until the event is over.

Free food items will be provided to registered walkers.

Clean up will last until 1:00 pm or until the park is cleared of event debris.

DRAFT

Agenda Item Number : 6C

Request For Council Action

Date Submitted	2014-10-08 13:13:21
Applicant	Kyle Courtney
Quick Title	Bands of America St George Regional Championship
Subject	Consideration of a request for a road closure of Desert Hills Dr from Brigham Road to 840 East Street.
Discussion	The Bands of America St George Regional Championship will be held at the Desert Hills High School campus on November 1 from 10:00 am to 11:00 pm. This event will involve 25 bands representing the Western United States. These marching bands will vie for a spot in the Grand National Championship held in Indianapolis in mid-November.
Cost	$0.00
City Manager Recommendation	Should bring a large number of visitors to our City and area. Don't see problems with closing this road on this Saturday as school will not be in session. Recommend approval.
Action Taken	
Requested by	Bill Swensen
File Attachments	Bands of America .pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Bands of America .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: Bands of America St. George Regional Championship

Applicant's Name: Kyle Courtney, Events Coordinator

Organization: Music for All, Inc

Mailing Address: 39 W. Jackson Place #150

City, State, Zip: Indianapolis, IN 46255

Day Phone: 800.848.2263 **Cell/other:** 317.524.6242

E-mail: kyle.c@musicforall.org

Event Web Address (if applicable):

Alternate contact name: Dan Adams, Volunteer Coordinator **Day Phone:** 801.756.3724

Cell/other: 801.792.8066 **E-mail:** upnadams70@gmail.com

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

LOCATION Desert Hills High School

Location Details/Address: 828 East Desert Hills Drive, St. George, UT 84790

Event	**Date(s): November 1, 2014**	**Start time: 10 a.m.**	**End time: 11 p.m.**
Set-up	Date(s): **November 1, 2014**	Start time: 7 a.m.	End time: 9:30 a.m.
Clean-up	Date(s): **November 1, 2014**	Start time: 11 p.m.	End time: 12:30 p.m.

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

Is this a Annual Event? Yes **If yes; Same date and Place?** No

TYPE OF ACTIVITY *check all that apply:*

☐ Sporting ☐ 5K ☐ Parade ☐ Festival
☐ Film Production ☐ Vendor Booth ☐ Cycling ☐ 10K ☐ Dance ☐ Block Party
☐ ½ Marathon X Other: High School
☐ Outdoors Sales ☐ Training ☐ Fun Run Marching Band Competition

PARTICIPANTS

Number of participants expected: abt 2000	Number of volunteers/event staff: 175
X Open to the Public	☐ Private Group/Party

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

VENDORS/FOOD/ALCOHOL *check all that apply*

☐ **Vendors/merchants** **Quantity:**			
☐ Vendors ***giving*** away products/services		X Vendors ***selling*** products/food	
☐ **Food**			SW Utah Health Dept., (435) 986-2580
☐ given away	☐ catered by restaurants/vendors	X prepared on site	
☐ **Alcoholic Beverages**			Utah DABC, (801) 977-6800
☐ beer stands	☐ fenced in beer garden	☐ liquor sales	Bus. Licensing, (435) 627-4740

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

X **Tents/Pop-up Canopies**	**Amount:** 3 **Dimensions:** 10'x10'	SG Fire Dept. (435) 627- 4150
☐ **Temporary Stage**	**Dimensions:**	

Description of Tents/Canopies/Stage, etc.: Small Pop-Up Canopies used by volunteers for shade at Band Check In Areas

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

X **Fencing/Scaffolding**	Short framework for Sponsor's Banners	
X **Barricades**		*(must obtain privately)*
X **Portable Sanitary Units**		*(must obtain privately)*
X **Music** *if yes, check all that apply*	X **Acoustic** X **Amplified**	
X **PA/Audio system**	**Type/Description:** In the Football Stadium to announce Bands participating	
☐ **Fireworks / Fire Performances / Open Flame**		SG Fire Dept. (435) 627- 4150
☐ **Propane/Gas on site**		SG Fire Dept. (435) 627- 4150
X **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*

X **Road Use**	**Location:** Barricade Road for Bus Parking *(please include details on site map)*	SG City Public Works Dept., (435) 627-4050
☐ **Sidewalk Use**	**Location:** *(please include details on site map)*	☐ **Will stay on sidewalks and follow pedestrian laws**
☐ **Parade**	**# of Floats:**	

SECURITY/OTHER *You may begin to coordinate in advance with these contacts:*

☐ **Private Security/Officers**	**Company name:**	**# of Personnel:**
☐ **Animals**	**Quantity:**	**What kind:**
☐ **Drawing or Raffle**		SG City Legal Dept. Diana Hamblin, (435) 627-4606
☐ **Motion Pictures/Videos**	X **Other:** Contract with St. George Police Department	

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).

Dan Adams — Print Applicant's Name

Dan Adams — Applicant's Signature

9-23-14 — Date

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

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.*

- On Saturday, November 1, 2014, another marching band competition following the Red Rocks Competition held on October 31st will be held at Desert Hill High School. (Hansen Stadium was not available because of a football game)

- This event is sponsored by a national band organization called Bands of America, a branch of Music For All Incorporated. The corporation headquarters is in Indianapolis, IN. They sponsor 15 Regional Championship Marching Band Competitions throughout the United States leading up to the Grand National Championship held in Indianapolis in mid November. This event is the St. George Regional Championship for the Western section of the United States.

- The competition is designed to have a Preliminary Competition beginning in the morning around 8 a.m. in which each of the 25 bands registered will perform. Following these judged performances an award assembly will be held in the afternoon. The top 12 scoring bands will be announced to compete in the Finals Competition that will begin in the evening and end about 11:00 p.m.

- An Encroachment Permit Application has been submitted for permission to close the road East Desert Hills Drive between 840 East and E. Brigham Road. We have arranged to rent appropriate barricade and street signs indicating road closure ahead. Volunteers in reflective vests will manage the two barricades closing this road between 8 am and 11 pm. The closed roadway will provide a safe street to park buses in front of the high school and allow safe pedestrian traffic to cross from a dirt parking area in which our audience will park.

- There will be 25 large bands competing bringing approximately 60 buses, 9 Semi-Truck/Trailers, 20 Pickup/Trailers and many private cars of families following the bands. We estimate about 2000 student performers.

- Another evening of band performance at its best will bring cultural and financial benefits to the City of St. George. Thank you for your support.

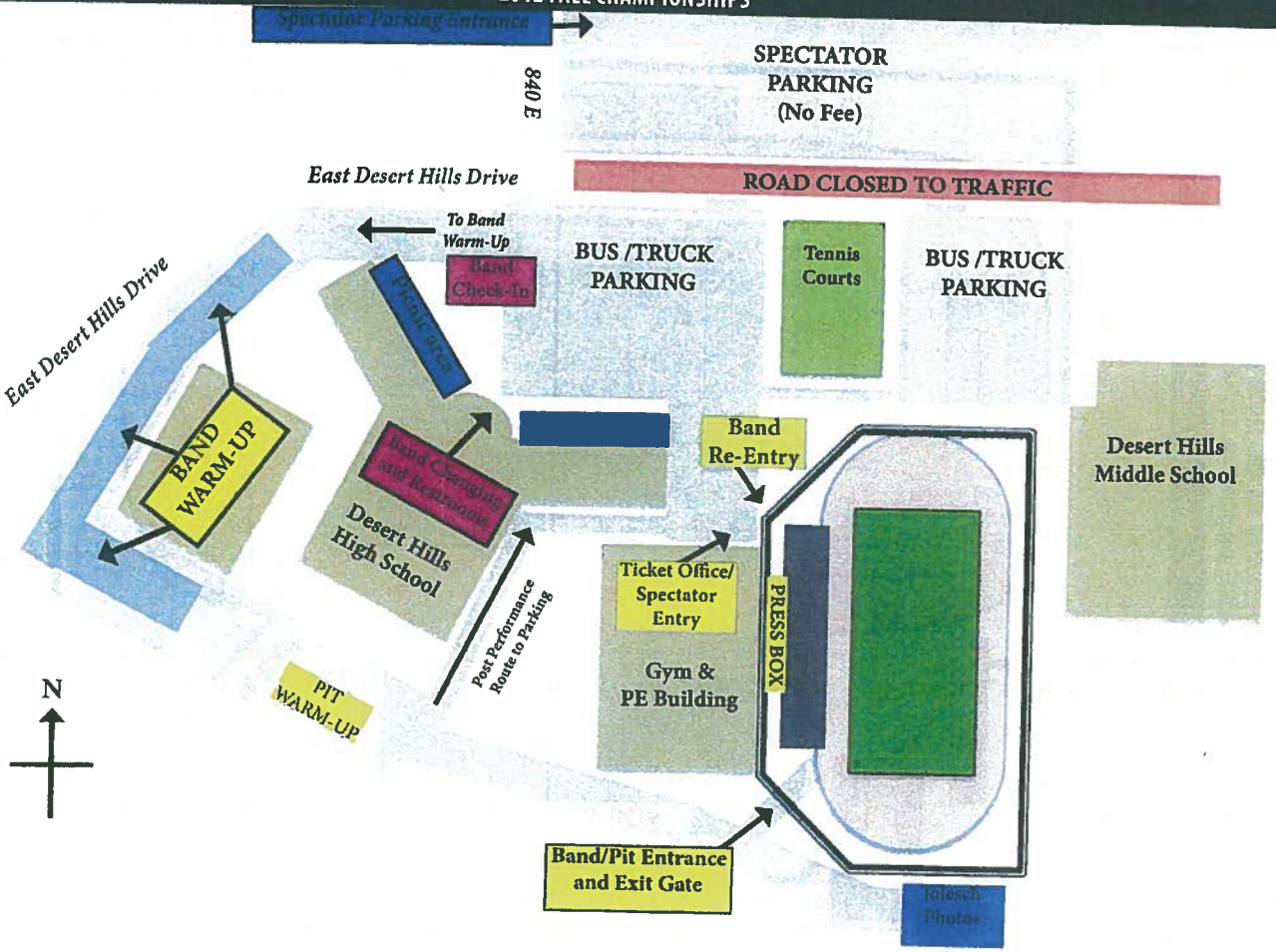
Site Overview Map
Regional Championship at St. George

November 3, 2012 • Desert Hills H.S. • St. George, UT

Music for All

YAMAHA

2012 FALL CHAMPIONSHIPS



DRAFT

Agenda Item Number : 6D

Request For Council Action

Date Submitted	2014-10-07 16:51:39
Applicant	Chad Lee
Quick Title	Cotton Manor Halloween Block Party
Subject	Consideration of a request to waive the special event permit fee. Consideration of a request for a street closure of 2310 East Circle at 170 North.
Discussion	The Cotton Manor Halloween Block Party will be held at 2310 East Circle at 170 North on October 31 from 5:00 pm to 7:30 pm. This neighborhood block party will involve a chili cook-off, face painting, photo booth and other family games. A Block Party petition has been completed for this event.
Cost	$0.00
City Manager Recommendation	Sounds like fun. Great that neighborhoods are getting together. Recommend approval
Action Taken	
Requested by	Bill Swensen
File Attachments	Cotton Manor Halloween Block Party .pdf

Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Cotton Manor Halloween Block Party .pdf

SPECIAL EVENT
PERMIT APPLICATION
CITY OF ST. GEORGE

City of St. George Special Events Phone: (435) 627-4128
175 E. 200 North Fax: (435) 627-4430
St. George, UT 84770 bill.swensen@sgcity.org

EVENT NAME: Cotton Manor Halloween Block Party

Applicant's Name: Chad Lee

Organization:

Mailing Address: 2338 E 170 N

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

Day Phone: Cell/other: 435-879-9019

E-mail: chad.lee@sgcity.org

Event Web Address (if applicable):

Alternate contact name: Tayleigh **Day Phone:** 414-3523

Cell/other: E-mail: ctlee@live.com

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

LOCATION 170 N - West of 2450 E

Location Details/Address:

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

EVENT DESCRIPTION

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

This event will be a neighborhood block party for Halloween. There will be vehicles parked along 170 N for Trunk-or-treating. There will also be tables/chairs set up in the 2310 E Cir. cul de sac where the main events will be. This will include a chili cook-off and hotdogs, face painting, "photo-booth" (items set up so people can take their own cell phone photos), and possibly other simple games like ring-toss, etc.

The event will start around 17:00 and will end at around 19:30 with clean up lasting about a half-hour.

My main reason for appealing to the City for this event is so that we can block off a small portion of 170 N (from the west corner of the 2410 E Cir. cul de sac to the west corner of the 2270 E Cir. cul de sac) so that cars can be parked along the roadway for Trunk-or-treating and so that the children participating in the Trunk-or-treat are safe from through-traffic. Allowances will obviously be made for those who live between this area so that they can get in and out if needed - we would just like it blocked to the "through-traffic".

Block Party
Petition
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
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] 10/31/14 from [time] 5 to 7:30. By our signature, we acknowledge our awareness of the plans.

Name	Address	Signature
Holly Tanner	2372 E 170 N	Holly Tanner
Lori Bassett	2388 E. 170 N.	Lori Bassett
Ryann Huff	2393 E 170 N.	Ryann Huff
Sheri Romney	196 N 2270 E	[illegible]
Crystal Hanza	2375 E 170 N	[illegible]
[illegible]	192 N 2360 E	[illegible]
Mike Hutchins [illegible]	198 N. 2360 E.	[illegible]
David Cornaby	201 N 2360 E	[illegible]
Camelia Santoyo	195 N 2360 E	[illegible]
[illegible]	183 N 2360 E.	[illegible]
[illegible]	2327 E 170 N	Agustin Perez
Robert Nicholls	188 N. 2310 E	Robert D. Nicholls
Honee Evreguin	2299 E. 170 N.	[illegible]
Kathy Higgins	197 N 2310 E Cir	Kathy Higgins
Becky Parkinson	191 N. 2310 E. cir	Becky Parkinson
Elaine Pfeifer	194 N 2310 E. cir	Elaine Pfeifer

*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.

Block Party
Petition
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
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] Oct. 31 from [time] 5 to 7:30. By our signature, we acknowledge our awareness of the plans.

Name	Address	Signature
Vikkee Sabaitis	~~2283~~ E 170 N.	Vikkee Sabaitis
Tevia Tollesen	190 N. 2270 E	Tevia Tollesen
Greg Heaton	199 N. 2270 E	Greg Heaton
Jeanne Young	2266 E 170 N.	Jeanne Young
Kelli Rusley	2280 E 170 N	K Rusley
Kent Jacobsen	2294 E. 170 N.	Kent G. Jacobsen
Leticia Rodriguez	2306 E 170 N.	Leticia Rodriguez
Paki Tigtig	2322 E 170 N.	~~Paki Tigtig~~
Thyr E. Zweifel	2354 e. 170 N	Thyr Zwrifel
Chad Lee	2338 e. 170 N	Chad Lee

*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.

22 signers

DRAFT

Agenda Item Number : 6E

Request For Council Action

Date Submitted	2014-10-07 12:56:42
Applicant	Kevin Brotherton
Quick Title	Request for Full Service Restaurant Liquor License
Subject	Applicant requests local consent for a full service restaurant liquor license for the Red Lobster located at 263 N. Red Cliffs Drive. Applicant meets all requirements.
Discussion	
Cost	$0.00
City Manager Recommendation	Change of representative for the Red Lobster restaurant on Red Cliffs Drive. Recommend approval.
Action Taken	
Requested by	Debbi Grant
File Attachments	

Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

#34904

CITY OF ST GEORGE
REC#: 01318341 10/03/2014 9:05 AM
TRAN: 89.0000 LICENSES
OPER: A TERM: 018
REF#: DG

50.00CR
TENDERED: 50.00 1 CASH
APPLIED: 50.00-
CHANGE: 0.00

BEER LICENSE APPLICATION

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

(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 Kevin (First) Brotherton (Last)

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

2. Name under which business will be operated (If different from name of applicant corporation or partnership) Red Lobster (First / Last)

3. Location of Business 263 N. Red Cliffs Drive, St. George, UT 84790

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

   Attn: Licensing, P.O. Box 695016, (Address) Orlando (City) FL (State) 32869 (Zip)

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

   Diana (First) Bagley (Last)

   333 Sout 300 East (Address) St. George (City) UT (State) 84770 (Zip)

6. If a corporation, list below or attach on a separate sheet, the names and addresses of the corporation's principal officers and any stockholders who own 10 % or more of the corporation. If a partnership, list the names and addresses of the other general

Applicant Signature _____ Date 8/7/14 8/21/14

STATE OF UTAH)
) ss.
County of Washington)

I, Kelvin Brotherton being first duly sworn, depose and say the foregoing questionnaire is in all respects true and correct, to the best of my knowledge and belief and that I am the above named applicant . I understand that any false information constitutes perjury.

SUBSCRIBED AND SWORN TO before me this 21 day of AUGUST 2014.

Notary Public

My Commission Expires 10/1/16.

JENNIFER PERKINS
Notary Public
State of Utah
Comm. No. 654851
My Comm. Expires Jun 1, 2016

If applicant is an agent for the corporation or partnership, an officer using the authority to do so, or the other general partners, will indicate the desire of the corporation or partnership to have the above –named applicant hold the beer license in his (her) name as the agent for the benefit of the corporation by affixing his (her) signature here, and he (she) further certifies that by signing this application he (she) is duly appointed, authorized and acting agent of the corporation or general partner of the partnership.

Kevin Brotherton	General Manager	8/21/14
Name	**Title**	**Date**

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 Kevin (First) Brotherton (Middle) (Last)
2. Applicant Social Security No. [redacted]
3. Business Name Red Lobster
4. Location of Business 263 N. Red Cliffs Drive, St. George, UT 84790
5. Business Phone Number 435.656.2811
6. Home Phone Number _____ Cell Number (435) 817-1637
7. Are you a citizen of the United States or registered alien? Yes
   Please provide proof
8. Full Name of Spouse:
   Kerry (First) Lynn (Middle) Brotherton (Last) Keske (Maiden)
9. Have you at any time been convicted of a felony in any court in the U.S.? _____
   If so, please give particulars –state, city, dates, etc. N/A
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)
    Employed By Red Lobster For Past 5 years.

12. Who owns the real estate where this business is located?
currently GMRI, Inc. -- will be

13. If premises are leased, state whether leased from owner or subleased from prior lessee. GRMI is leasing it to Red Lobster Hospitality, LLC

14. Do you own the fixtures at this location? No If not, please provide the name and address of the owner currently GRMI will be Red Lobster Hospitality

15. If you own the fixtures at this location, state the investment which you have in fixtures and equipment $ N/A.

16. How close is the nearest **Church** to the proposed business location? 2 miles (In Feet)

Nearest **School**? 2 miles (In Feet) Nearest **Park**? 1.5 miles (In Feet)

Nearest **Public Library** 1. mile (In Feet).

Nearest **Residential Treatment Facility** 1. mile (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? 50 hours weekly.

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 Diana Middle Last Bagley

Home address 333 S. 300 East City St. George State Ut Zip 84770

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

23. Have you ever held a beer or liquor license in Utah? NO If so, please provide dates and the address of the establishment. _____

24. Have you ever held a beer or liquor license in other states? NO If so, please provide the state, date and address of the establishment.

_____

_____

25. Have you ever been employed in an establishment in Utah which sells beer? Yes Please provide the date and address of establishment April 9, 2002 - Red Lobster, 263 N. Red Cliffs Dr. St. George UT 1996 - 2002 Christopher's Seafood & Steak, 248 W. 500 S. Bountiful UT 84010

General remarks: Please provide information which you believe will help the City Council to make a decision upon your application.

_____

_____

_____

Authorized Applicant Signature

8/21/14
Date

STATE OF UTAH)
) ss.
County of Washington)

I, Erin Batherton being first duly sworn, depose and say the foregoing questionnaire is in all respects true and correct, to the best of my knowledge and belief and that I am the above named applicant. I understand that any false information constitutes perjury.

SUBSCRIBED AND SWORN TO before me this 21 day of August 2014.

Notary Public

My Commission Expires 6/1/16.

JENNIFER PERKINS
Notary Public
State of Utah
Comm. No. 654851
My Comm. Expires Jun 1, 2016

Diana Bagley
333 S. 300 East
St. George, UT 84790

September 17, 2014

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

Re: Character Reference to Obtain an Alcohol License

Dear Sir or Madam:

This letter is a character reference for Kevin Brotherton, the Manager of the Red Lobster Restaurant in St. George, Utah.

I personally know Kevin Brotherton to be of good moral character, and that he is a fit and proper person to be granted a license.

If you have any questions, please contact me.

Sincerely,

Diana Bagley

Bernice Castro
425 East 900 South
St. George, UT 84790

September 17, 2014

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

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If you have any questions, please contact me.

Sincerely,

Bernice Castro

Wendy Seyboldt
1561 West 610 North Circle
St. George, UT 84790

September 17, 2014

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

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Sincerely,

Wendy Seyboldt

Veronica Castro
427 East 900 South
St. George, UT 84790

September 17, 2014

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

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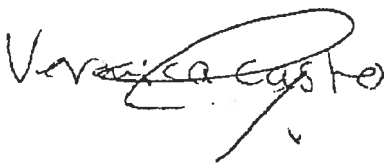
Sincerely,



Veronica Castro

Jeremy Gardner
155 West 300 South #4
St. George, UT 84790

September 17, 2014

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

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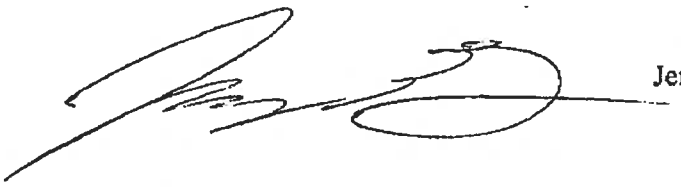
I personally know Kevin Brotherton to be of good moral character, and that he is a fit and proper person to be granted a license.

If you have any questions, please contact me.

Sincerely,



Jeremy Gardner

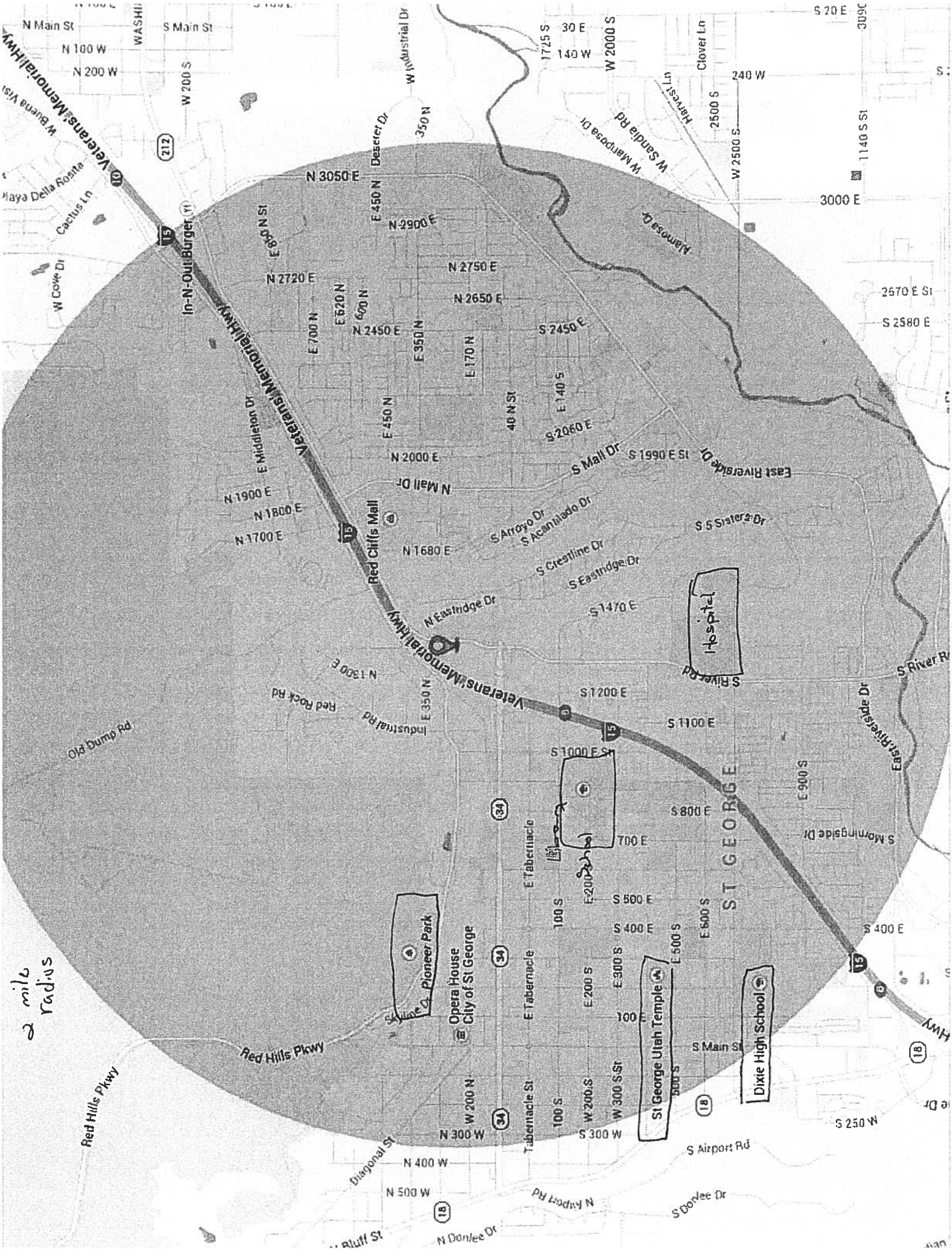
Consent

October 2, 2014

This confirms that Red Lobster Hospitality LLC will permit any authorized representative of St. George City or any Law Enforcement Officer an unrestricted right to enter the licensed premises.

Red Lobster Hospitality LLC

Colleen M. Hunter, Secretary



2 mile radius
Veterans' Memorial Hwy
In-N-Out Burger
Red Cliffs Mall
Hospital
Pioneer Park
Opera House
City of St George
St George Utah Temple
Dixie High School
ST GEORGE
Red Hills Pkwy
N Main St
S Main St
N 100 W
N 200 W
W 200 S
W Industrial Dr
Deseret Dr
N 3050 E
N 2900 E
N 2750 E
N 2720 E
N 2650 E
N 2450 E
S 2450 E
N 2000 E
S 2060 E
N 1900 E
N 1800 E
N 1700 E
N 1680 E
S 1990 E St
S 1470 E
S 1200 E
S 1100 E
S 1000 E St
S 800 E
S 700 E
S 500 E
S 400 E
S 300 W
N 300 W
N 400 W
N 500 W
S 250 W
S Airport Rd
S Donlee Dr
N Donlee Dr
Old Dump Rd
Red Rock Rd
Industrial Rd
E Middleton Dr
N Mall Dr
S Mall Dr
S Arroyo Dr
S Acantilado Dr
S Crestline Dr
S Eastridge Dr
N Eastridge Dr
S River Rd
East Riverside Dr
S Morningside Dr
Hamosa Dr
W Mariposa Dr
W Sandia Rd
Harvest Ln
Clover Ln
W 2000 S
W 2500 S
1140 S St
2570 E St
S 2580 E
3000 E
240 W
140 W
30 E
S 20 E
Playa Della Rosita
Cactus Ln
W Cove Dr
Diagonal St
Skyline Dr
Tabernacle St
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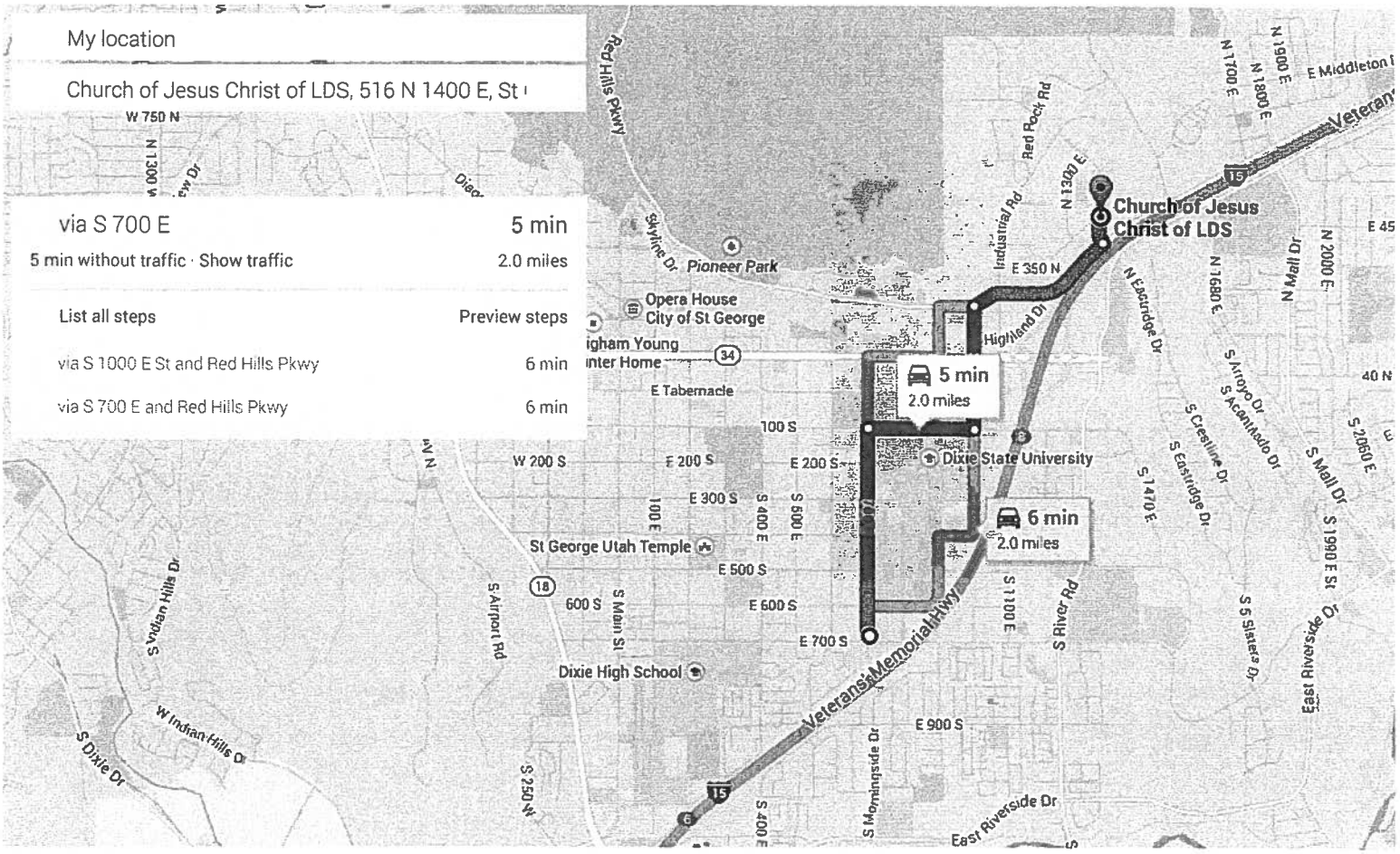
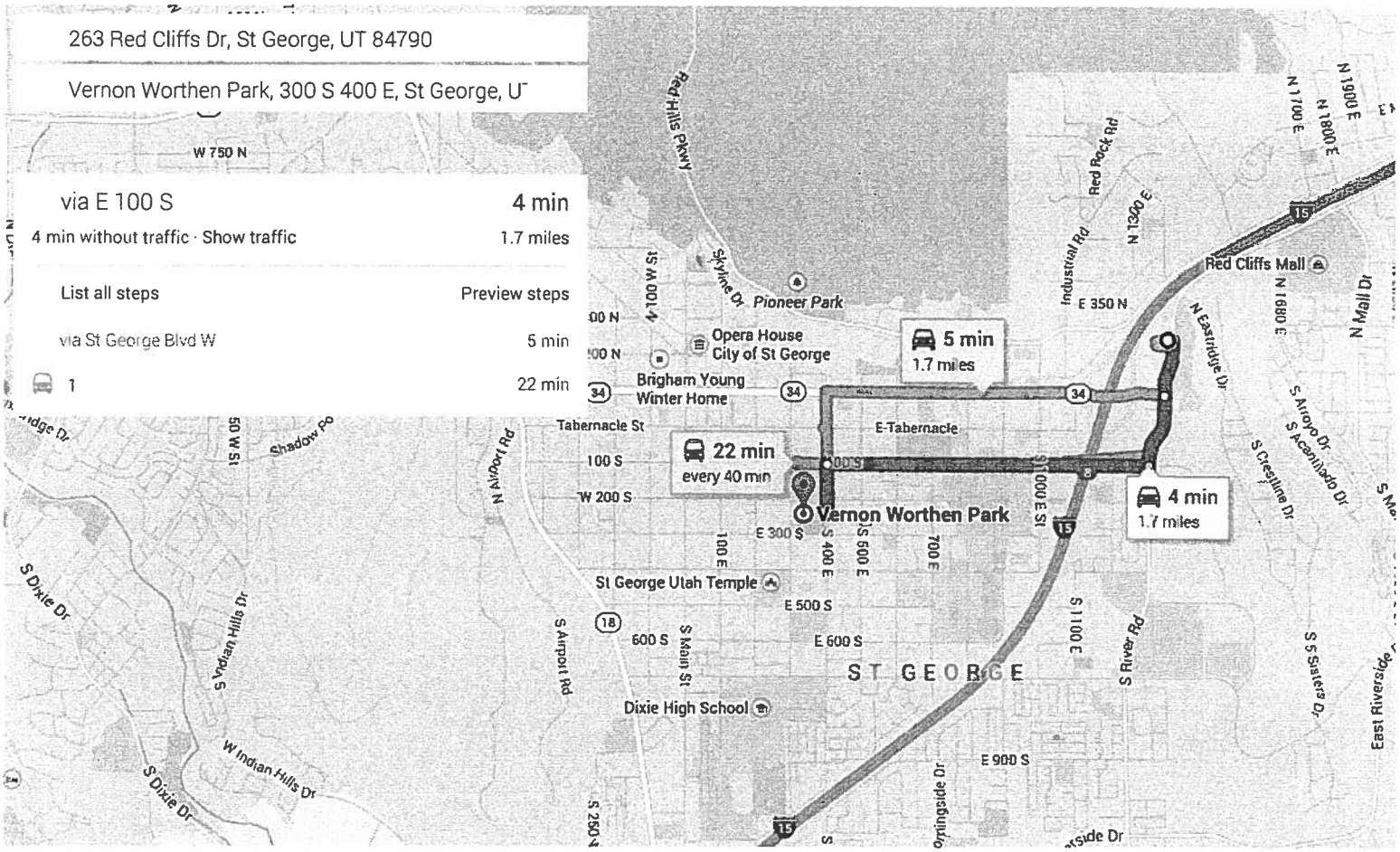
E 300 S
E 500 S
E 600 S
E 900 S
100 E



Map data ©2014 Google 2000 ft



Map data ©2014 Google 2000 ft

263 Red Cliffs Dr, St George, UT 84790

St George Library, 88 W 100 S, St George, UT 847

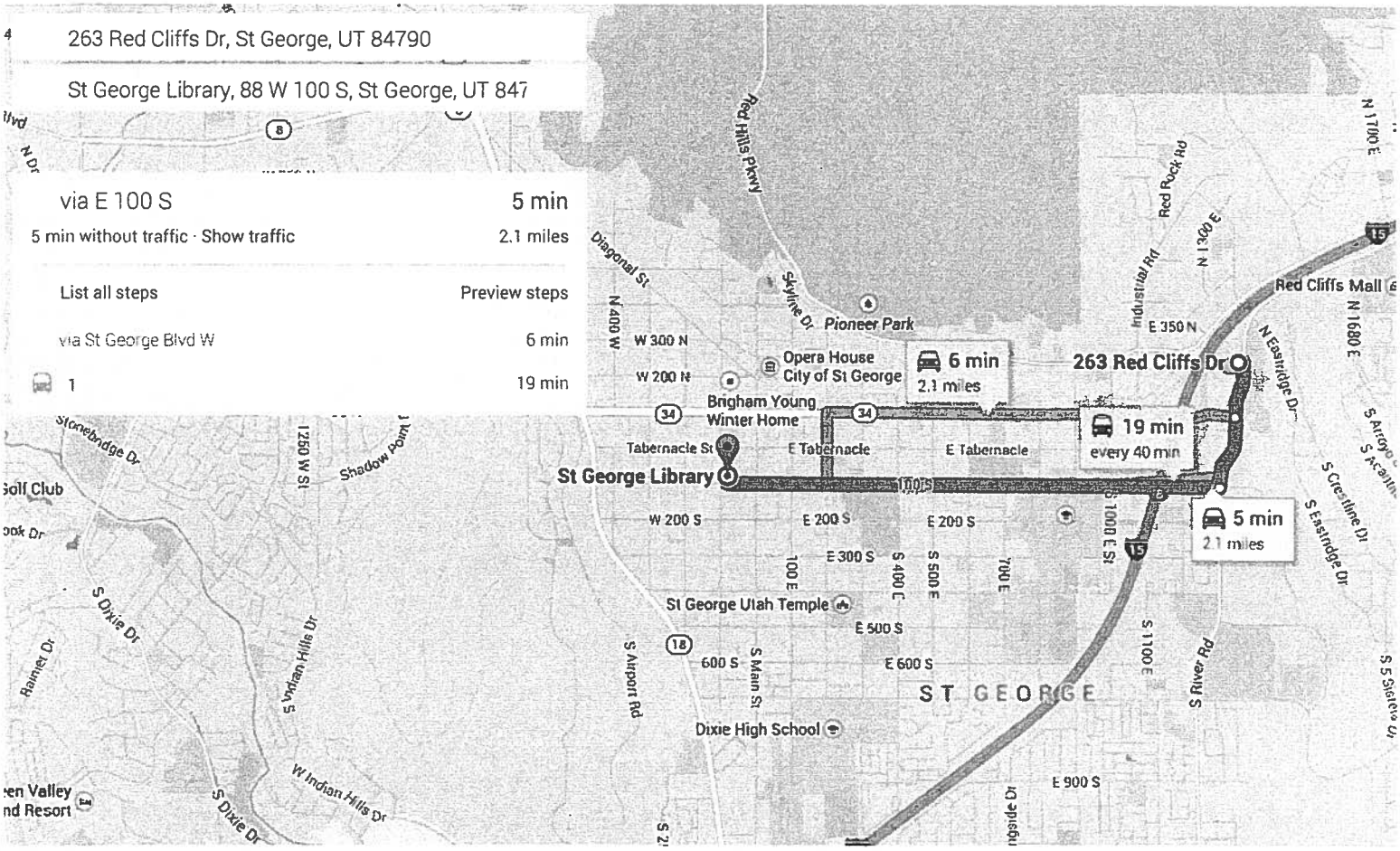
via E 100 S — 5 min

5 min without traffic · Show traffic — 2.1 miles

List all steps — Preview steps

via St George Blvd W — 6 min

1 — 19 min



263 Red Cliffs Dr, St George, UT 84790

Panorama Elementary School, 301 N 2200 E, St (

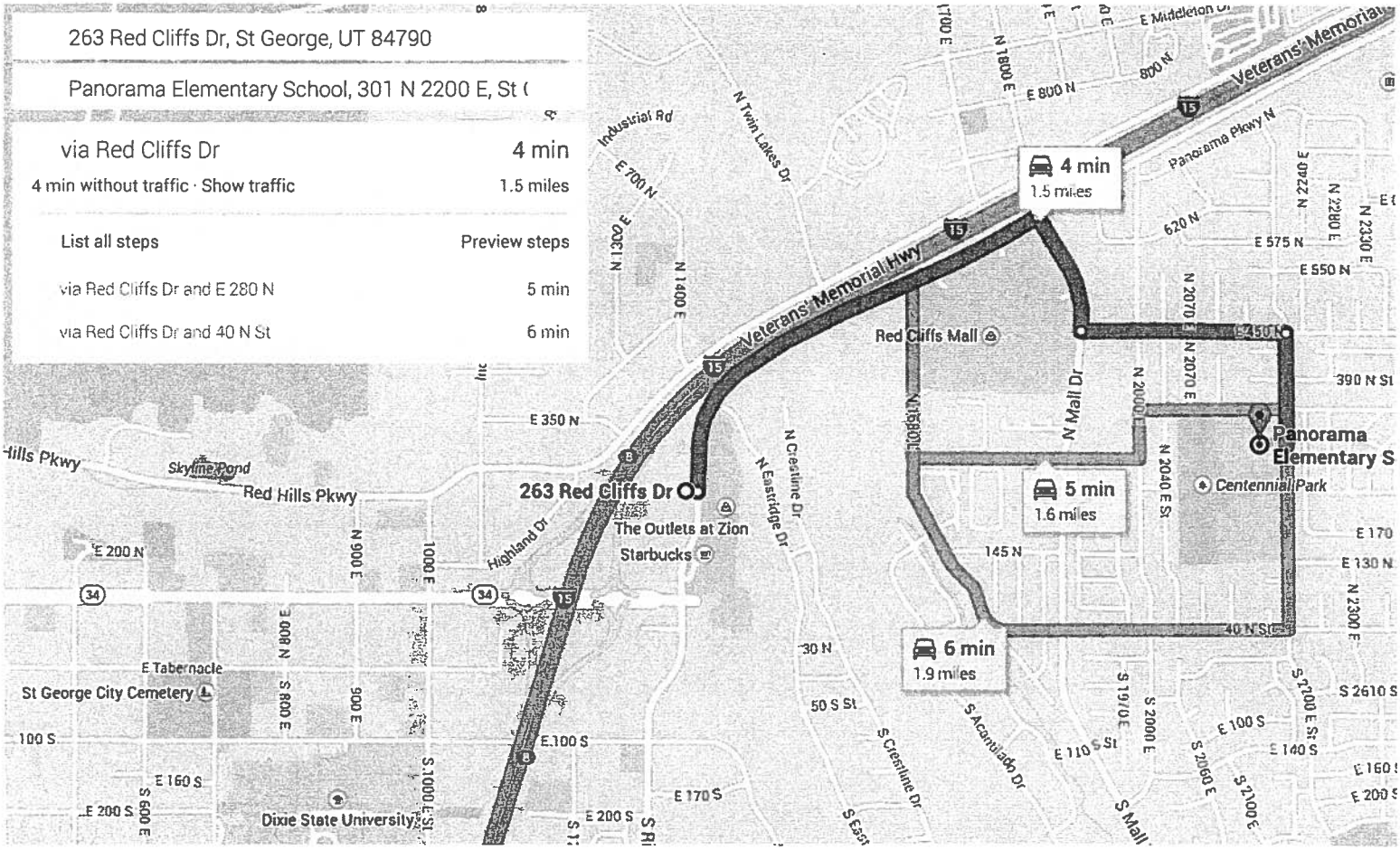
via Red Cliffs Dr — 4 min

4 min without traffic · Show traffic — 1.5 miles

List all steps — Preview steps

via Red Cliffs Dr and E 280 N — 5 min

via Red Cliffs Dr and 40 N St — 6 min



Mojito
acardi Superior rum muddled
ith fresh squeezed lime, mint,
ure cane sugar and topped
ith club soda.
10 cal

kinny Cocktails
ighter on calories, full of
avor. Margarita and Long
land Iced Tea available.
largarita on the Rocks: 190 cal
rozen Margarita: 180 cal
ong Island Iced Tea: 120 cal

erry Mango Dalquiri
ropical mangoes blended
ith Bacardi rum and swirled
ith strawberries.
50 cal

erfect Patrón Margarita
atrón Silver tequila, Patrón
ltrónge and our house margarita
ix on the rocks.
10 cal

ruit-Infused Margaritas
fruity twist on our classic with all-
atural fruit purées. Choose from
rawberry, raspberry or peach.
erved on the rocks or frozen.
rawberry, rocks/frozen: 230 cal/350 cal
aspberry, rocks/frozen: 250 cal/320 cal
each, rocks/frozen: 240 cal/330 cal

lassic Margarita
ade with Sauza Gold tequila.
ocks/frozen: 250 cal/470 cal
ake it a Top-Shelf Margarita by
ding a sidecar of Grand Marnier.
ocks/frozen: 300 cal/520 cal

Top-Shelf Long Island Iced Tea
A premium blend of Absolut, Tanqueray, Bacardi and Patrón Citrónge.
190 cal

Mango Mai Tai
Malibu mango rum with tropical fruit juices and sweet grenadine.
190 cal

Triple Berry Sangria
A refreshing blend of merlot and blueberry, strawberry and blackberry juices with a hint of ginger.
200 cal

Malibu Hurricane
Malibu coconut rum and tropical fruit juices, topped with a splash of Southern Comfort.
200 cal

Beer

Draft Beer 14 oz. or 20 oz.

Sam Adams	Bud Light	Yuengling
180 cal/260 cal	*120 cal/180 cal*	*170 cal/240 cal*

Bottled Beer

Sam Adams Seasonal	Michelob® ULTRA™
Corona Extra	Coors Light
Corona Light	Bud Light
Stella Artois	Miller Lite
Heineken	Miller Genuine Draft
Guinness	Budweiser
Amstel Light	O'Doul's (nonalcoholic)

ietals.

Split	Blush	Glass	Bottle
8.49	White Zinfandel		
	Sutter Home	6.29	24.00
Bottle	*Beringer*	6.99	27.00
27.00			
24.00	**Red**	**Glass**	**Bottle**
27.00	Merlot		
27.00	*Sutter Home*	6.29	24.00
	Blackstone	7.99	31.00
24.00	Pinot Noir *Mirassou*	6.99	27.00
31.00	Cabernet Sauvignon		
36.00	*Beringer Founders' Estate*	7.29	28.00
	J. Lohr Estates Seven Oaks	8.49	33.00

0 cal, White: 120 cal, Blush: 120 cal, Red: 120 cal
20 cal, White: 490 cal, Blush: 490 cal, Red: 490 cal

ee and teas.

t Coke®: 0 cal
r Pepper®: 250 cal

Coffee and Teas
Harbor Café Coffee™: 0 cal
Hot Tea: 0 cal
Iced Tea: 0 cal

Bottled Beverages
IBC™ Root Beer
Saratoga Spring Water
Perrier Sparkling Water

It's time to Sea Food Differently.®

Time to taste the highest-quality seafood fresh from the water.

Live lobster from the coast of New England. Salmon pulled from the icy waters of Canada. And wild-caught fish from the Atlantic and Pacific oceans. We proudly serve them to you today and every day. And we make sure there'll be plenty tomorrow, by working to protect and sustain the world's supply.

The difference doesn't stop there.

We not only serve up perfectly prepared seafood and steaks, we mix it up with healthier, naturally lighter choices that fit the way we eat today. The seasoned oak wood in our wood-fire grill seals in the juices and brings out the natural flavor.

At Red Lobster, you'll find the classics you've been craving and surprises that will keep you coming back for more.

And, as always, we're thrilled to see you here.

Nutritional Information

We invite you to use the following information on dressings and dipping sauces to make choices that are right for you.

Dressings and Additions

Blue Cheese Crumbles: *80 cal*
Blue Cheese Dressing: *240 cal*
Blueberry-Balsamic Vinaigrette: *80 cal*
Caesar: *280 cal*
French: *160 cal*
Honey Mustard: *190 cal*
Jalapeño Ranch Dressing: *200 cal*
Ranch: *160 cal*
Red Wine Vinaigrette: *50 cal*
Thousand Island: *200 cal*

Dressing choices may vary. Ask your server about dressings available today.

Dipping Sauces

100% Pure Melted Butter: *350 cal*
Cocktail Sauce: *40 cal*
Honey Mustard Dipping Sauce: *280 cal*
Jalapeño Ranch Sauce: *200 cal*
Ketchup: *50 cal*
Marinara Sauce: *25 cal*
Mayonnaise: *300 cal*
Mustard: *0 cal*
Pico de Gallo: *10 cal*
Piña Colada Sauce: *80 cal*
Pineapple Salsa: *40 cal*
Sriracha Aioli: *220 cal*
Tartar Sauce: *190 cal*

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L108

RED LOBSTER
FRESH FISH • LIVE LOBSTER.
— LUNCH —

Strawberry Lemonade

Specialty Drinks
(Nonalcoholic)

Handcrafted Flavored Lemonades
Strawberry: 240 cal
Peach: 280 cal

Fruit Smoothies
Strawberry: 460 cal
Raspberry: 450 cal
Peach: 390 cal

Boston Iced Teas
Classic Cranberry: 80 cal
Raspberry: 100 cal
Peach: 110 cal

Peach Boston Iced Tea

Signature Drinks

Sunset Passion Colada
Malibu rum pina colada with strawberry, raspberry or peach topper.
360 cal

Bahama Mama
A frozen blend of tropical fruit flavors mixed with Captain Morgan Original Spiced Rum and topped with a splash of Bacardi Select dark rum.
370 cal

Mojito
Bacardi Superior rum muddled with fresh squeezed lime, mint, pure cane sugar and topped with club soda.
190 cal

Skinny Cocktails
Lighter on calories, full of flavor. Margarita and Long Island Iced Tea available.
Margarita on the Rocks: 190 cal
Frozen Margarita: 180 cal
Long Island Iced Tea: 120 cal

Berry Mango Daiquiri
Tropical mangoes blended with Bacardi rum and swirled with strawberries.
350 cal

Top-Shelf Long Island Iced Tea
A premium blend of Absolut, Tanqueray, Bacardi and Patrón Citrónge.
190 cal

Mango Mai Tai
Malibu mango rum with tropical fruit juices and sweet grenadine.
190 cal

Triple Berry Sangria
A refreshing blend of merlot and blueberry, strawberry and blackberry juices with a hint of ginger.
200 cal

Malibu Hurricane
Malibu coconut rum and tropical fruit juices, topped with a splash of Southern Comfort.
200 cal

Margaritas

Grand Patrón Margarita
Patrón Silver tequila, Patrón Citrónge and our house margarita mix. Served with a sidecar of Grand Marnier.
270 cal

Perfect Patrón Margarita
Patrón Silver tequila, Patrón Citrónge and our house margarita mix on the rocks.
220 cal

Fruit-Infused Margaritas
A fruity twist on our classic with all-natural fruit purées. Choose from strawberry, raspberry or peach. Served on the rocks or frozen.
Strawberry, rocks/frozen: 230 cal/350 cal
Raspberry, rocks/frozen: 250 cal/320 cal
Peach, rocks/frozen: 240 cal/330 cal

Classic Margarita
Made with Sauza Gold tequila.
Rocks/frozen: 250 cal/470 cal
Make it a Top-Shelf Margarita by adding a sidecar of Grand Marnier.
Rocks/frozen: 300 cal/520 cal

Beer

Draft Beer *14 oz. or 20 oz.*

Sam Adams	Bud Light	Yuengling
180 cal/260 cal	*120 cal/180 cal*	*170 cal/240 cal*

Bottled Beer

Sam Adams Seasonal	Michelob® ULTRA™
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Corona Light	Bud Light
Stella Artois	Miller Lite
Heineken	Miller Genuine Draft
Guinness	Budweiser
Amstel Light	O'Doul's (nonalcoholic)

Wine

Our wines are listed from milder to bolder within varietals.

Sparkling	Split
Sparkling Brut *Korbel*	8.49

White	Glass	Bottle
Riesling *Chateau Ste Michelle*	6.99	27.00
Moscato *Sutter Home*	6.29	24.00
Pinot Grigio *Ecco Domani*	6.99	27.00
Sauvignon Blanc *BV Coastal Estates*	6.99	27.00
Chardonnay		
Sutter Home	6.29	24.00
Robert Mondavi Private Selection	7.99	31.00
Kendall-Jackson Vintner's Reserve	9.29	36.00

Blush	Glass	Bottle
White Zinfandel		
Sutter Home	6.29	24.00
Beringer	6.99	27.00

Red	Glass	Bottle
Merlot		
Sutter Home	6.29	24.00
Blackstone	7.99	31.00
Pinot Noir *Mirassou*	6.99	27.00
Cabernet Sauvignon		
Beringer Founders' Estate	7.29	28.00
J. Lohr Estates Seven Oaks	8.49	33.00

By the glass - Sparkling: 100 cal, White: 120 cal, Blush: 120 cal, Red: 120 cal
By the bottle - Sparkling: 420 cal, White: 490 cal, Blush: 490 cal, Red: 490 cal

Nonalcoholic Drinks

Complimentary refills on fountain beverages, coffee and teas.

Fountain Beverages
Classic Lemonade: *170 cal* • Coke®: *180 cal* • Diet Coke®: *0 cal*
Fanta® Orange Zero™: *0 cal* • Sprite®: *160 cal* • Dr Pepper®: *250 cal*
Minute Maid® Light™ Lemonade: *5 cal*
Minute Maid® Raspberry Lemonade: *300 cal*

Coffee and Teas
Harbor Café Coffee™: *0 cal*
Hot Tea: *0 cal*
Iced Tea: *0 cal*

Bottled Beverages
IBC™ Root Beer
Saratoga Spring Water
Perrier Sparkling Water

It's time to Sea Food Differently.®

Time to taste the highest-quality seafood fresh from the water.

Live lobster from the coast of New England. Salmon pulled from the icy waters of Canada. And wild-caught fish from the Atlantic and Pacific oceans. We proudly serve them to you today and every day. And we make sure there'll be plenty tomorrow, by working to protect and sustain the world's supply.

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Honey Mustard: *190 cal*
Jalapeño Ranch Dressing: *200 cal*
Ranch: *160 cal*
Red Wine Vinaigrette: *50 cal*
Thousand Island: *200 cal*

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Dipping Sauces

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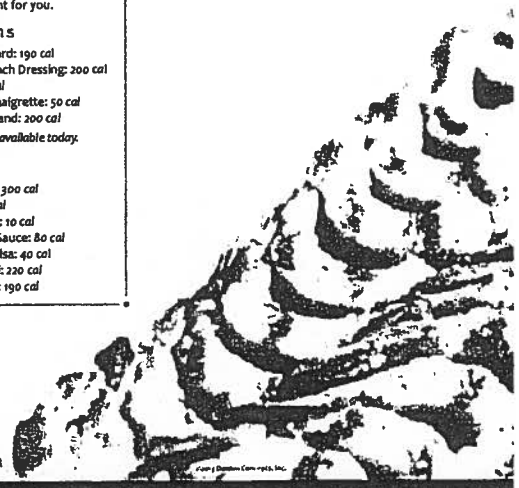
Honey Mustard Dipping Sauce: *280 cal*
Jalapeño Ranch Sauce: *200 cal*
Ketchup: *50 cal*
Marinara Sauce: *25 cal*
Mayonnaise: *300 cal*
Mustard: *0 cal*
Pico de Gallo: *10 cal*
Piña Colada Sauce: *80 cal*
Pineapple Salsa: *40 cal*
Sriracha Aioli: *220 cal*
Tartar Sauce: *190 cal*



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Except where pictured, nutritional content does not include condiments, dipping sauces or optional accompaniments, shown separately. Due to the handcrafted nature of our menu items and the inherent size variations of seafood, nutritional content may vary. USDA/FDA recommended limit for saturated fat is less than 20 grams, trans fat less than 2 grams, and sodium less than 2,300 mg for a 2,000 calorie-per-day diet. A 2,000-calorie daily diet is used as the basis for general nutrition advice. Individual calorie needs, however, may vary. Additional nutritional information may be found either in the tabletop book or is available upon request.

Seaside Starters

Parrot Isle Jumbo Coconut Shrimp
Hand-dipped in our signature batter, then tossed in coconut and fried golden brown. Served with pina colada sauce. 9.79
610 cal (as pictured)

Create Your Own Appetizer Combination
Choose from:
Crispy Calamari and Vegetables: *690 cal*
Clam Strips: *390 cal*
Chicken Breast Strips: *350 cal*
Mozzarella Cheesesticks: *350 cal*
Crispy Fried Green Beans: *420 cal*
Stuffed Mushrooms (1.99 *additional*): *220 cal*
Any Two 9.79 (*570 to 1110 cal*) • *Any Three* 11.79 (*920 to 1500 cal*)

Crispy Calamari and Vegetables
A generous portion of hand-breaded, golden-fried calamari, broccoli and red bell peppers. Served with tangy marinara and creamy ranch. 9.79
1390 cal

Seaside Sampler
Lobster-Crab-and-Seafood-Stuffed Mushrooms, Parrot Isle Jumbo Coconut Shrimp and Chilled Jumbo Shrimp Cocktail. 13.79
620 cal

Buffalo Chicken Wings
Served spicy hot with celery sticks and blue cheese dressing. 10.29
550 cal

Shrimp Nachos
Crispy tortilla chips topped with tender shrimp, creamy Cheddar and Monterey Jack cheese, fresh pico de gallo, jalapeño peppers and sour cream. 10.29
1090 cal

Lobster-Crab-and-Seafood-Stuffed Mushrooms
Fresh mushrooms stuffed with seafood, smothered in Monterey Jack cheese and baked golden brown. 8.99
320 cal

Lobster-Artichoke-and-Seafood Dip
A creamy three-cheese blend with artichokes, spinach, Maine and langostino lobster, and seafood. Served with tortilla chips and pico de gallo. 10.29
1050 cal

NEW! **Crispy Fried Green Beans**
Fresh green beans breaded and flash-fried. Served with a spicy Sriracha aioli for dipping. 5.29
840 cal

Mozzarella Cheesesticks
Served with tangy marinara. 8.79
710 cal

Spicy Buffalo Chicken Bites
Tender strips of chicken breast, hand-battered and tossed in a spicy buffalo sauce. Topped with blue cheese crumbles. 7.29
740 cal

Sweet Chili Shrimp
A dozen hand-battered shrimp tossed in a spicy chili sauce. 8.99
1140 cal

Chilled Jumbo Shrimp Cocktail
Six shrimp served with our signature cocktail sauce. 8.99
120 cal

Lobster Pizza
A crisp thin-crust pizza topped with langostino lobster meat, melted mozzarella cheese, fresh tomatoes and sweet basil. 10.79
680 cal (as pictured)

Soups

New England Clam Chowder
Cup 4.79 • *Bowl* 5.79
Cup: 230 cal • *Bowl: 480 cal*

Lobster Bisque
Cup 5.79 • *Bowl* 6.99
Cup: 210 cal • *Bowl: 410 cal*

Manhattan Clam Chowder
Cup 5.29 • *Bowl* 6.29
Cup: 80 cal • *Bowl: 160 cal*

Spicy Chicken Tortilla
Cup 4.49 • *Bowl* 5.49
Cup: 150 cal • *Bowl: 310 cal*

Signature Salads

NEW! **RL Fiesta Salad**
With roasted corn, red peppers, black beans, pumpkin seeds and Cotija cheese. Served with jalapeño ranch dressing. 8.29
300 cal (before dressing)

Classic Caesar
Romaine lettuce, croutons and shaved Parmesan cheese. 8.29
530 cal

Bar Harbor Salad
With fresh romaine, sun-dried berries and honey-roasted pecans with a blueberry-balsamic vinaigrette. Crumbled blue cheese served upon request. 8.29
200 cal (before dressing)

Enjoy any Signature Salad topped with wood-grilled: Chicken 9.99 (*Add 130 cal*) • Shrimp 10.99 (*Add 100 cal*) • Salmon 12.99 (*Add 190 cal*)

Add to Any Meal

Maine Lobster Tail
Wood-grilled or roasted. 16.29
60 cal

Garlic-Grilled Shrimp Skewer
With a buttery garlic glaze. 5.99
220 cal

Snow Crab Legs
½ pound, steamed. 8.79
90 cal

An 18% gratuity will be added to all guest checks.

For items lowest in calories, fat and sodium, please refer to our LightHouse℠ menu.
If you have a food allergy, please ask your server for our allergen menu before placing your order.

Lunch Quick Catches

Add a side salad for 2.79

Coastal Soup and Grilled Shrimp Salad
Our fresh salad with wood-grilled shrimp and your choice of soup in a toasted sourdough bowl. 10.29
Choose from:
New England Clam Chowder: *700 cal (bread wedges only, not bowl)*
Spicy Chicken Tortilla Soup: *620 cal (bread wedges only, not bowl)*

Wood-Grilled Shrimp Skewers
Served over wild rice pilaf with fresh broccoli. 8.29
300 cal

Wood-Grilled Tacos
Three flour tortillas stuffed with cilantro slaw, pico de gallo and jalapeño ranch. Served with wild rice pilaf.
Grilled Shrimp 9.79 • Grilled Fresh Tilapia 9.79
Grilled Shrimp: 590 cal • *Grilled Fresh Tilapia: 670 cal*

Wood-Grilled Southwest Chicken Sandwich
Topped with applewood smoked bacon, crispy onion rings, Cheddar cheese and creamy BBQ sauce. Served with french fries. 9.79
1210 cal

Shrimp and Wood-Grilled Chicken
Pair your favorite shrimp with grilled chicken over wild rice pilaf. 8.99
Choose from:
Wood-Grilled Shrimp Skewer: *340 cal*
Hand-Breaded Shrimp: *420 cal*
Garlic Shrimp Scampi: *360 cal*

Crunch-Fried Fish Sandwich
On a toasted kaiser roll with Monterey Jack cheese. Served with french fries. 7.99
1100 cal

Hand-Battered Fish and Chips
Served with tartar sauce and malt vinegar. 9.49
630 cal

Wood-Grilled Burger*
Topped with lettuce, tomato and your choice of cheese. Served with french fries. 9.79
1170 cal
Add bacon for .99
60 cal

Create Your Own Lunch

Served with choice of side. *Choose Any Two* 10.99 (*120 to 790 cal*)

Hand-Breaded Shrimp *130 cal*
Broiled or Fried Bay Scallops
Broiled: 70 cal • *Fried: 120 cal*
Crunch-Fried Fish *400 cal*
Garlic Shrimp Scampi *70 cal*
Chicken Breast Strips *350 cal*
Lightly Breaded Clam Strips *390 cal*
Garlic-Grilled Shrimp Skewer *50 cal*

Lunch Classics

Flounder
Served with choice of side.
Golden-fried 9.49
310 cal
Oven-broiled 9.49
140 cal
Baked with crab-and-seafood stuffing 10.49
170 cal

Maple-Glazed Chicken
Wood-grilled chicken breast with a sweet maple and cherry glaze. Served with wild rice pilaf and choice of side. 10.29
360 cal

Hand-Breaded Shrimp
One dozen shrimp fried to a golden brown. Served with choice of side. 9.79
210 cal

Cajun Chicken Linguini Alfredo
Spicy, tender chicken breast in a garlic Parmesan cream sauce on a bed of linguini. *Lunch* 10.99 • *Full* 16.49
Lunch: 720 cal • *Full: 1390 cal*

Crunchy Popcorn Shrimp
Bite-sized shrimp fried until golden brown and served with choice of side. 9.29
380 cal

Shrimp Linguini Alfredo
Tender shrimp in a garlic Parmesan cream sauce on a bed of linguini. *Lunch* 10.79 • *Full* 16.49
Lunch: 590 cal • *Full: 1130 cal*

Crab Linguini Alfredo
Sweet crabmeat in a garlic Parmesan cream sauce on a bed of linguini. *Lunch* 12.99 • *Full* 19.49
Lunch: 810 cal • *Full: 1580 cal*

Farm-Raised Catfish
Served with choice of side.
Blackened 9.49
190 cal
Golden-fried 9.49
230 cal

Parmesan-Crusted Chicken Alfredo
Served over corkscrew pasta and fresh broccoli. 10.99
1170 cal

Garlic Shrimp Scampi
Tender shrimp oven-broiled in garlic butter sauce. Served with choice of side. 9.79
130 cal

Sailor's Platter
Hand-breaded fried shrimp, garlic shrimp scampi and a broiled fish fillet served with choice of side. 11.29
290 cal

Sides

All entrées come with Cheddar Bay Biscuits* (*150 cal each*). Except for Signature Salads and Quick Catches, all entrées also come with Garden Salad (*100 cal*), Caesar Salad (*270 cal*) or coleslaw (*200 cal*). Add petite shrimp (*15 cal*) to your salad for 1.29.

Fresh Vegetables
Broccoli: *40 cal*
Petite Green Beans: *45 cal*
Roasted Vegetable Medley: *35 cal*
Asparagus (seasonal) 2.79 *additional: 60 cal*

Classic
Wild Rice Pilaf: *160 cal*
Mashed Potatoes: *210 cal*
Crispy Red Potatoes: *200 cal*
Baked Potato: *200 cal*
Add Butter: *90 cal*
Add Sour Cream: *30 cal*
French Fries: *360 cal*
Creamy Langostino Lobster Baked Potato 3.99 *additional*
350 cal
Creamy Langostino Lobster Mashed Potatoes 3.99 *additional*
370 cal

*THESE MENU ITEMS ARE COOKED TO THE LEVEL OF DONENESS YOU REQUEST, EXCEPT BURGERS, WHICH ARE COOKED TO MEDIUM WELL (155°), AND PORK CHOPS, WHICH ARE COOKED TO MEDIUM (145°). CONSUMING RAW OR UNDERCOOKED MEATS OR SHELLFISH MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

Signature Combinations

Served with a side salad and choice of side.

Ultimate Feast*
A tender split Maine lobster tail, steamed North American snow crab legs, garlic shrimp scampi and Walt's Favorite Shrimp. 28.49
840 cal (as pictured)

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Garlic
crab-
570 ca

Woo
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350 ca

Seas
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garlic
980 ca

Create Your Own Combination

Served with a side salad and choice of side. *Choose Any Two* 18.99 (*240 to 1300 ca*

Garlic-Grilled Shrimp *220 cal*
Seafood-Stuffed Flounder *170 cal*
Garlic Shrimp Scampi *150 cal*
Walt's Favorite Shrimp *370 cal*
Shrimp Linguini Alfredo *590 cal*
Wood-Grilled Fresh Salmon *190 ca*

Today's Fresh Fish

Prepared to order by our Grill Masters—find daily varieties and seasonal specia

Shrimp, Lobster and Crab

Served with a side salad.

Walt's Favorite Shrimp
Hand-breaded, butterflied shrimp fried to a golden brown. Served with choice of side. 15.49
550 cal
Add ½ dozen more for 3.99
280 cal

Parrot Isle Jumbo Coconut Shrimp
Golden-fried, with pina colada sauce. Served with choice of side. 15.99
880 cal
Add five more for 4.49
450 cal

Shrimp Your Way
Served with choice of side.
Fried Shrimp: *210 cal* • Scampi: *130 cal*
Coconut Shrimp Bites: *300 cal* • Popcorn Shrimp: *380 cal*
Any Two 13.99 (*340 to 680 cal*) • *Any Three* 17.99 (*640 to 890 cal*)
Mondays and Tuesdays ONLY:
Any Three 16.49 (*640 to 890 cal*) • *Any Four* 19.99 (*1020 cal*)

Rock
Oven
Serve
170 cal

NEW! Ches
Tende
sweet
baked
660 ca

Live M
Steam
with s
our To
520 cal
600 cal

Snow
1 poun
with s
470 cal
Add ½
90 cal

From the Land and Sea

Served with a side salad, mashed potatoes and choice of side.

Wood-Grilled Peppercorn Sirloin* and Shrimp 19.49
510 cal

Blue Cheese Sirloin*
A 7 oz. peppercorn-seasoned sirloin, wood-grilled and topped with a creamy blue cheese sauce. 15.99
740 cal

Wood-Grilled Chicken with Portobello Wine Sauce 13.49
740 cal

NY St
A 12 oz
rock lo
1110 cal

Cente
A 12 oz
wood
940 cal

Lighter Fare—Flavorful meals under 600 calories when you
included side, and pair with a garden salad with red wine vinaigrette

nponiments, shown separately.
tional content may vary.
sodium less than 2,300 mg
:e. Individual calorie needs,
s available upon request.

Stuffed Mushrooms
afood, smothered in
golden brown. 8.99

god Dip
artichokes, spinach,
I seafood. Served with
.29

ash-fried. Served
ing. 5.29

nd-battered and tossed in a
lue cheese crumbles. 7.29

sed in a spicy chili sauce. 8.99

ail
re cocktail sauce. 8.99

langostino lobster
resh tomatoes and

Spicy Chicken Tortilla
Cup 4.49 • Bowl 5.49
Cup: 150 cal • Bowl: 310 cal

· Salad
maine, sun-dried berries and
d pecans with a blueberry-
igrette. Crumbled blue cheese
request. 8.29
re dressing)
al) • Salmon 12.99 (Add 190 cal)

b Legs
eamed. 8.79

Lunch Quick Catches

Add a side salad for 2.79

Coastal Soup and Grilled Shrimp Salad
Our fresh salad with wood-grilled shrimp and your choice of soup in a toasted sourdough bowl. 10.29
Choose from:
New England Clam Chowder: *700 cal (bread wedges only, not bowl)*
Spicy Chicken Tortilla Soup: *620 cal (bread wedges only, not bowl)*

Wood-Grilled Shrimp Skewers
Served over wild rice pilaf with fresh broccoli. 8.29
300 cal

Wood-Grilled Tacos
Three flour tortillas stuffed with cilantro slaw, pico de gallo and jalapeño ranch. Served with wild rice pilaf.
Grilled Shrimp 9.79 • Grilled Fresh Tilapia 9.79
Grilled Shrimp: 590 cal • Grilled Fresh Tilapia: 670 cal

Wood-Grilled Southwest Chicken Sandwich
Topped with applewood smoked bacon, crispy onion rings, Cheddar cheese and creamy BBQ sauce. Served with french fries. 9.79
1210 cal

Shrimp and Wood-Grilled Chicken
Pair your favorite shrimp with grilled chicken over wild rice pilaf. 8.99
Choose from:
Wood-Grilled Shrimp Skewer: *340 cal*
Hand-Breaded Shrimp: *420 cal*
Garlic Shrimp Scampi: *360 cal*

Crunch-Fried Fish Sandwich
On a toasted kaiser roll with Monterey Jack cheese. Served with french fries. 7.99
1100 cal

Hand-Battered Fish and Chips
Served with tartar sauce and malt vinegar. 9.49
630 cal

Wood-Grilled Burger*
Topped with lettuce, tomato and your choice of cheese. Served with french fries. 9.79
1170 cal
Add bacon for .99
60 cal

Create Your Own Lunch

Served with choice of side. *Choose Any Two 10.99 (120 to 790 cal)*

Hand-Breaded Shrimp *130 cal*
Broiled or Fried Bay Scallops
Broiled: 70 cal • Fried: 120 cal
Crunch-Fried Fish *400 cal*
Garlic Shrimp Scampi *70 cal*
Chicken Breast Strips *350 cal*
Lightly Breaded Clam Strips *390 cal*
Garlic-Grilled Shrimp Skewer *50 cal*

Lunch Classics

Flounder
Served with choice of side.
Golden-fried 9.49
310 cal
<600> Oven-broiled 9.49
140 cal
<600> Baked with crab-and-seafood stuffing 10.49
170 cal

<600> **Maple-Glazed Chicken**
Wood-grilled chicken breast with a sweet maple and cherry glaze. Served with wild rice pilaf and choice of side. 10.29
360 cal

Hand-Breaded Shrimp
One dozen shrimp fried to a golden brown.
Served with choice of side. 9.79
210 cal

Cajun Chicken Linguini Alfredo
Spicy, tender chicken breast in a garlic Parmesan cream sauce on a bed of linguini. *Lunch* 10.99 • *Full* 16.49
Lunch: 720 cal • Full: 1390 cal

Crunchy Popcorn Shrimp
Bite-sized shrimp fried until golden brown and served with choice of side. 9.29
380 cal

Shrimp Linguini Alfredo
Tender shrimp in a garlic Parmesan cream sauce on a bed of linguini. *Lunch* 10.79 • *Full* 16.49
Lunch: 590 cal • Full: 1130 cal

Crab Linguini Alfredo
Sweet crabmeat in a garlic Parmesan cream sauce on a bed of linguini. *Lunch* 12.99 • *Full* 19.49
Lunch: 810 cal • Full: 1580 cal

Farm-Raised Catfish
Served with choice of side.
<600> Blackened 9.49
190 cal
Golden-fried 9.49
230 cal

Parmesan-Crusted Chicken Alfredo
Served over corkscrew pasta and fresh broccoli. 10.99
1170 cal

<600> **Garlic Shrimp Scampi**
Tender shrimp oven-broiled in garlic butter sauce.
Served with choice of side. 9.79
130 cal

Sailor's Platter
Hand-breaded fried shrimp, garlic shrimp scampi and a broiled fish fillet served with choice of side. 11.29
290 cal

Sides

All entrées come with Cheddar Bay Biscuits* *(150 cal each)*. Except for Signature Salads and Quick Catches, all entrées also come with Garden Salad *(100 cal)*, Caesar Salad *(270 cal)* or coleslaw *(200 cal)*. Add petite shrimp *(15 cal)* to your salad for 1.29.

Fresh Vegetables
Broccoli: *40 cal*
Petite Green Beans: *45 cal*
Roasted Vegetable Medley: *35 cal*
Asparagus (seasonal) 2.79 *additional: 60 cal*

Classic
Wild Rice Pilaf: *160 cal*
Mashed Potatoes: *210 cal*
Crispy Red Potatoes: *200 cal*
Baked Potato: *200 cal*
Add Butter: *90 cal*
Add Sour Cream: *30 cal*
French Fries: *360 cal*
Creamy Langostino Lobster Baked Potato 3.99 *additional 350 cal*
Creamy Langostino Lobster Mashed Potatoes 3.99 *additional 370 cal*

*THESE MENU ITEMS ARE COOKED TO THE LEVEL OF DONENESS YOU REQUEST, EXCEPT BURGERS, WHICH ARE COOKED TO MEDIUM WELL (155°), AND PORK CHOPS, WHICH ARE COOKED TO MEDIUM (145°). CONSUMING RAW OR UNDERCOOKED MEATS OR SHELLFISH MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

Signature Combinations

Served with a side salad and choice of side.

Ultimate Feast*
A tender split Maine lobster tail, steamed North American snow crab legs, garlic shrimp scampi and Walt's Favorite Shrimp. 28.49
840 cal (as pictured)

Admiral's Feast
Walt's Favorite Shrimp, bay scallops, clam strips and flounder fried to a golden brown. 19.49
1190 cal

Broiled Seafood Trio
Garlic shrimp scampi, fresh tilapia and crab-and-seafood-stuffed shrimp. 17.99
570 cal

<600> **Wood-Grilled Lobster, Shrimp and Scallops**
A split Maine lobster tail, skewered shrimp and wild-caught sea scallops with a buttery garlic finish, over wild rice pilaf. 26.99
350 cal

Seaside Shrimp Trio
A generous sampling of our Walt's Favorite Shrimp, savory garlic shrimp scampi and shrimp linguini Alfredo. 19.49
980 cal

Create Your Own Combination

Served with a side salad and choice of side. *Choose Any Two 18.99 (240 to 1300 cal) • Choose Any Three 23.99 (410 to 1670 cal)*

Garlic-Grilled Shrimp *220 cal*
Seafood-Stuffed Flounder *170 cal*
Garlic Shrimp Scampi *150 cal*
Walt's Favorite Shrimp *370 cal*
Shrimp Linguini Alfredo *590 cal*
Wood-Grilled Fresh Salmon *190 cal*
Parrot Isle Jumbo Coconut Shrimp *710 cal*
Steamed Snow Crab Legs (2.99 more) *90 cal*
7 oz. Peppercorn-Grilled Sirloin* (2.99 more) *240 cal*

Today's Fresh Fish

Prepared to order by our Grill Masters—find daily varieties and seasonal specials on our Today's Fresh Fish Menu.

Shrimp, Lobster and Crab

Served with a side salad.

Walt's Favorite Shrimp
Hand-breaded, butterflied shrimp fried to a golden brown.
Served with choice of side. 15.49
550 cal
Add ½ dozen more for 3.99
280 cal

Parrot Isle Jumbo Coconut Shrimp
Golden-fried, with piña colada sauce.
Served with choice of side. 15.99
880 cal
Add five more for 4.49
450 cal

Shrimp Your Way
Served with choice of side.
Fried Shrimp: *210 cal* • Scampi: *130 cal*
Coconut Shrimp Bites: *300 cal* • Popcorn Shrimp: *380 cal*
Any Two 13.99 (340 to 680 cal) • Any Three 17.99 (640 to 890 cal)
Mondays and Tuesdays ONLY:
Any Three 16.49 (640 to 890 cal) • Any Four 19.99 (1020 cal)

<600> **Rock Lobster Tail**
Oven-roasted and served fluffed on the shell.
Served with choice of side. 34.99
170 cal

NEW! **Chesapeake Shrimp**
Tender shrimp, andouille sausage and red potatoes with sweet roasted bell peppers, onions and corn on the cob, baked in our signature Chesapeake butter sauce. 15.99
660 cal

<600> **Live Maine Lobster**
Steamed, or roasted with crab-and-seafood stuffing. Served with sweet corn on the cob and red potatoes. Please refer to our Today's Fresh Fish menu for availability and pricing.
520 cal (based on 1¼ pound steamed lobster)
600 cal (based on 1¼ pound lobster with stuffing)

<600> **Snow Crab Legs**
1 pound of steamed North American snow crab legs with sweet corn on the cob and red potatoes. 19.99
470 cal
Add ½ pound more for 5.79
90 cal

From the Land and Sea

Served with a side salad, mashed potatoes and choice of side.

<600> **Wood-Grilled Peppercorn Sirloin* and Shrimp** 19.49
510 cal

Blue Cheese Sirloin*
A 7 oz. peppercorn-seasoned sirloin, wood-grilled and topped with a creamy blue cheese sauce. 15.99
740 cal

Wood-Grilled Chicken with Portobello Wine Sauce 13.49
740 cal

NY Strip* and Rock Lobster Tail
A 12 oz. peppercorn-seasoned NY Strip and our oven-roasted rock lobster tail. 36.49
1110 cal

Center-Cut NY Strip Steak*
A 12 oz. peppercorn-seasoned NY Strip grilled over a wood fire. 23.99
940 cal

<600> **Lighter Fare**—Flavorful meals under 600 calories when you substitute your choice of fresh vegetable for included side, and pair with a garden salad with red wine vinaigrette dressing. *(380 to 575 cal)*

4-Course Feast for $16.99

*From below, choose a soup, a salad, an entrée and a dessert. Only 16.99 per person (790 to 2350 cal). With unlimited warm Cheddar Bay Biscuits.**

1 Choose a Cup of Soup
New England Clam Chowder *230 cal*
Manhattan Clam Chowder *80 cal*
Spicy Chicken Tortilla *150 cal*

2 Enjoy your Choice of Salad
Fresh Garden Salad *100 cal*
Fresh Caesar Salad *270 cal*
Coleslaw *200 cal*

3 Select an Entrée
Spicy Habanero Coconut Shrimp Bites and Sweet Citrus-Grilled Shrimp *with coleslaw and wild rice pilaf*
920 cal
Shrimp and Scallops Linguini *with fresh tomatoes, basil and a white wine-lemon sauce*
970 cal
Garlic-Grilled Shrimp
270 cal
Hand-Breaded Shrimp
440 cal
Wood-Grilled Fresh Tilapia
190 cal
Cajun Chicken Linguini Alfredo
1390 cal
Wood-Grilled Chicken with Portobello Wine Sauce
740 cal
Wood-Grilled Pork Chop* *with peach-bourbon BBQ sauce*
520 cal

4 Finish with a Dessert
Triple-Chocolate Brownie à la Mode
440 cal
Key Lime Pie
460 cal
Caramel Cheesecake
420 cal

Sunset Passion Colada

Bahama Mama

Signature Drinks

Sunset Passion Colada
Malibu rum piña colada with strawberry, raspberry or peach topper.
360 cal

Bahama Mama
A frozen blend of tropical fruit flavors mixed with Captain Morgan Original Spiced Rum and topped with a splash of Bacardi Select dark rum.
370 cal

Berry Mango Daiquiri
Tropical mangoes blended with Bacardi rum and swirled with strawberries.
350 cal

Perfect Patrón Margarita
Patrón Silver tequila, Patrón Citrónge and our house margarita mix on the rocks.
220 cal

Grand Patrón Margarita
Patrón Silver tequila, Patrón Citrónge and our house margarita mix. Served with a sidecar of Grand Marnier.
270 cal

Grand Patrón Margarita

Signature Drinks

Mojito
Bacardi Superior rum muddled with fresh squeezed lime, mint, pure cane sugar and topped with club soda.
190 cal

Fruit-Infused Margaritas
A fruity twist on our classic with all-natural fruit purées. Choose from strawberry, raspberry or peach. Served on the rocks or frozen.
Strawberry, rocks/frozen: 230 cal/350 cal
Raspberry, rocks/frozen: 250 cal/320 cal
Peach, rocks/frozen: 240 cal/330 cal

Malibu Hurricane
Malibu coconut rum and tropical fruit juices, topped with a splash of Southern Comfort.
200 cal

Mango Mai Tai
Malibu mango rum with tropical fruit juices and sweet grenadine.
190 cal

Skinny Cocktails
Lighter on calories, full of flavor. Margarita and Long Island iced Tea available.
Margarita on the Rocks: 190 cal
Frozen Margarita: 180 cal
Long Island Iced Tea: 120 cal

Classic Margarita
Made with Sauza Gold tequila.
Rocks/frozen: 250 cal/470 cal
Make it a Top-Shelf Margarita by adding a sidecar of Grand Marnier.
Rocks/frozen: 300 cal/520 cal

Perfect Patrón Margarita
Patrón Silver tequila, Patrón Citrónge and our house margarita mix on the rocks.
220 cal

Grand Patrón Margarita
Patrón Silver tequila, Patrón Citrónge and our house margarita mix. Served with a sidecar of Grand Marnier.
270 cal

Berry Mango Daiquiri
Tropical mangoes blended with Bacardi rum and swirled with strawberries.
350 cal

Triple Berry Sangria
A refreshing blend of merlot and blueberry, strawberry and blackberry juices with a hint of ginger.
200 cal

Sunset Passion Colada
Malibu rum piña colada with strawberry, raspberry or peach topper.
360 cal

Bahama Mama
A frozen blend of tropical fruit flavors mixed with Captain Morgan Original Spiced Rum and topped with a splash of Bacardi Select dark rum.
370 cal

Wine

Our wines are listed from milder to bolder within varietals.

Sparkling		Split
Sparkling Brut *Korbel*		8.49

White	Glass	Bottle
Riesling *Chateau Ste Michelle*	6.99	27.00
Moscato *Sutter Home*	6.29	24.00
Pinot Grigio *Ecco Domani*	6.99	27.00
Sauvignon Blanc *BV Coastal Estates*	6.99	27.00
Chardonnay		
Sutter Home	6.29	24.00
Robert Mondavi Private Selection	7.99	31.00
Kendall-Jackson Vintner's Reserve	9.29	36.00

Blush	Glass	Bottle
White Zinfandel		
Sutter Home	6.29	24.00
Beringer	6.99	27.00

Red	Glass	Bottle
Merlot		
Sutter Home	6.29	24.00
Blackstone	7.99	31.00
Pinot Noir *Mirassou*	6.99	27.00
Cabernet Sauvignon		
Beringer Founders' Estate	7.29	28.00
J. Lohr Estates Seven Oaks	8.49	33.00

By the glass - Sparkling: 100 cal, White: 120 cal, Blush: 120 cal, Red: 120 cal
By the bottle - Sparkling: 420 cal, White: 490 cal, Blush: 490 cal, Red: 490 cal

Beer

Draft Beer
14 oz. or 20 oz.
Sam Adams *180 cal/260 cal*
Yuengling *170 cal/240 cal*
Bud Light *120 cal/180 cal*

Bottled Beer
Sam Adams Seasonal
Corona Extra
Corona Light
Stella Artois
Heineken
Guinness
Amstel Light
Michelob® ULTRA™
Coors Light
Bud Light
Miller Lite
Miller Genuine Draft
Budweiser
O'Doul's (nonalcoholic)

Nonalcoholic Drinks

Complimentary refills on fountain beverages, coffee and teas.

Fountain Beverages
Classic Lemonade: *170 cal* • Coke®: *180 cal* • Diet Coke®: *0 cal*
Fanta® Orange Zero™: *0 cal* • Sprite®: *160 cal* • Dr Pepper®: *250 cal*
Minute Maid® Light™ Lemonade: *5 cal*
Minute Maid® Raspberry Lemonade: *300 cal*

Handcrafted Flavored Lemonades
Strawberry: *240 cal*
Peach: *280 cal*

Coffee and Teas
Harbor Café Coffee™: *0 cal*
Hot Tea: *0 cal*
Iced Tea: *0 cal*

Fruit Smoothies
Strawberry: *460 cal*
Raspberry: *450 cal*
Peach: *390 cal*

Bottled Beverages
IBC™ Root Beer
Saratoga Spring Water
Perrier Sparkling Water

Boston Iced Teas
Classic Cranberry: *80 cal*
Raspberry: *100 cal*
Peach: *110 cal*

It's time to Sea Food Differently.®

Time to taste the highest-quality seafood fresh from the water.

Live lobster from the coast of New England. Salmon pulled from the icy waters of Canada. And wild-caught fish from the Atlantic and Pacific oceans. We proudly serve them to you today and every day. And we make sure there'll be plenty tomorrow, by working to protect and sustain the world's supply.

The difference doesn't stop there.

We not only serve up perfectly prepared seafood and steaks, we mix it up with healthier, naturally lighter choices that fit the way we eat today. The seasoned oak wood in our wood-fire grill seals in the juices and brings out the natural flavor.

At Red Lobster, you'll find the classics you've been craving and surprises that will keep you coming back for more.

And, as always, we're thrilled to see you here.

Nutritional Information

We invite you to use the following information on dressings and dipping sauces to make choices that are right for you.

Dressings and Additions

Blue Cheese Crumbles: *80 cal*
Blue Cheese Dressing: *240 cal*
Blueberry-Balsamic Vinaigrette: *80 cal*
Caesar: *280 cal*
French: *160 cal*
Honey Mustard: *190 cal*
Jalapeño Ranch Dressing: *200 cal*
Ranch: *160 cal*
Red Wine Vinaigrette: *50 cal*
Thousand Island: *200 cal*

Dressing choices may vary. Ask your server about dressings available today.

Dipping Sauces

100% Pure Melted Butter: *350 cal*
Cocktail Sauce: *40 cal*
Honey Mustard Dipping Sauce: *280 cal*
Jalapeño Ranch Sauce: *200 cal*
Ketchup: *50 cal*
Marinara Sauce: *25 cal*
Mayonnaise: *300 cal*
Mustard: *0 cal*
Pico de Gallo: *10 cal*
Piña Colada Sauce: *80 cal*
Pineapple Salsa: *40 cal*
Sriracha Aioli: *220 cal*
Tartar Sauce: *190 cal*

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…mponiments, shown separately.
…ritional content may vary.
…d sodium less than 2,300 mg
…ice. Individual calorie needs,
…is available upon request.

Stuffed Mushrooms
…eafood, smothered in
…d golden brown. 8.99

…food Dip
…th artichokes, spinach,
…d seafood. Served with
…2.29

…lash-fried. Served with
…5.29.

…and-battered and tossed in a
…blue cheese crumbles. 7.29

…ssed in a spicy chili sauce. 8.99

…tail
…ure cocktail sauce. 8.99

…h langostino lobster
…fresh tomatoes and

Spicy Chicken Tortilla
Cup 4.49 • Bowl 5.49
Cup: 150 cal • Bowl: 310 cal

Salad
…laine, sun-dried berries and
… pecans with a blueberry-
…grette. Crumbled blue cheese
…equest. 10.29
… dressing)

…al) • Salmon 14.99 (Add 190 cal)

…D MEDIUM (145°).

Signature Combinations

Served with choice of side.

Wood-Grilled Lobster, Shrimp and Scallops
A split Maine lobster tail, skewered shrimp and wild-caught sea scallops with a buttery garlic finish, over wild rice pilaf. 26.99
350 cal

Broiled Seafood Trio
Garlic shrimp scampi, fresh tilapia and crab-and-seafood-stuffed shrimp. 17.99
570 cal

Seaside Shrimp Trio
A generous sampling of our Walt's Favorite Shrimp, savory garlic shrimp scampi and shrimp linguini Alfredo. 19.49
980 cal

Admiral's Feast
Walt's Favorite Shrimp, bay scallops, clam strips and flounder fried to a golden brown. 19.49
1190 cal

Ultimate Feast
A tender split Maine lobster tail, steamed North American snow crab legs, garlic shrimp scampi and Walt's Favorite Shrimp. 28.49
840 cal (as pictured)

Create Your Own Combination

Served with choice of side. Choose Any Two 18.99 *(240 to 1300 cal)* • Choose Any Three 23.99 *(410 to 1670 cal)*

Garlic-Grilled Shrimp *220 cal*
Walt's Favorite Shrimp *370 cal*
Parrot Isle Jumbo Coconut Shrimp *710 cal*
Seafood-Stuffed Flounder *170 cal*
Shrimp Linguini Alfredo *590 cal*
Steamed Snow Crab Legs *(2.99 more) 90 cal*
Garlic Shrimp Scampi *150 cal*
Wood-Grilled Fresh Salmon *190 cal*
7 oz. Peppercorn-Grilled Sirloin* *(2.99 more) 240 cal*

NEW Seafood Bakes

Bar Harbor Lobster Bake
A roasted split Maine lobster tail, tender shrimp, sea scallops, mussels and linguini in a garlic and white wine broth. 28.99
1360 cal (as pictured)

Crab and Roasted-Garlic Seafood Bake
Steamed snow crab legs paired with tender shrimp and bay scallops roasted in a garlic and white wine broth. Served with sweet corn on the cob and red potatoes. 22.99
970 cal

Portofino Seafood Bake
Tender shrimp, bay scallops and mussels in a white wine and roasted-garlic butter sauce with fresh asparagus, roasted tomatoes, artichokes and wild rice pilaf. Served with grilled artisan bread. 20.49
1130 cal

Lobster and Crab

Live Maine Lobster
Steamed, or roasted with crab-and-seafood stuffing. Served with sweet corn on the cob and red potatoes. Please refer to our Today's Fresh Fish menu for availability and pricing.
520 cal (based on 1¼ pound steamed lobster)
600 cal (based on 1¼ pound lobster with stuffing)

Crab Linguini Alfredo
Sweet crabmeat in a garlic Parmesan cream sauce on a bed of linguini. *Half* 15.49 • *Full* 19.49
Half: 810 cal • Full: 1580 cal

Rock Lobster Tail
Oven-roasted and served fluffed on the shell. Served with choice of side. 34.99
170 cal

Snow Crab Legs
1 pound of steamed North American snow crab legs with sweet corn on the cob and red potatoes. 19.99
470 cal
Add ½ pound more for 5.79
90 cal

Shrimp

Walt's Favorite Shrimp
Hand-breaded, butterflied shrimp fried to a golden brown. Served with choice of side. 15.49
550 cal
Add ½ dozen more for 3.99
280 cal

Parrot Isle Jumbo Coconut Shrimp
Golden-fried, with piña colada sauce. Served with choice of side. 15.99
880 cal
Add five more for 4.49
450 cal

Shrimp Linguini Alfredo
Tender shrimp in a garlic Parmesan cream sauce on a bed of linguini. *Half* 13.49 • *Full* 16.49
Half: 590 cal • Full: 1130 cal

NEW Chesapeake Shrimp
Tender shrimp, andouille sausage and red potatoes with sweet roasted bell peppers, onions and corn on the cob, baked in our signature Chesapeake butter sauce. 15.99
660 cal

Shrimp Your Way
Served with choice of side.
Fried Shrimp: *210 cal* • Scampi: *130 cal*
Coconut Shrimp Bites: *300 cal* • Popcorn Shrimp: *380 cal*
Any Two 13.99 *(340 to 680 cal)* • Any Three 17.99 *(640 to 890 cal)*
Mondays and Tuesdays ONLY:
Any Three 16.49 *(640 to 890 cal)* • Any Four 19.99 *(1020 cal)*

From the Land and Sea

Wood-Grilled Peppercorn Sirloin* and Shrimp
Served with mashed potatoes and choice of side. 19.49
510 cal

NY Strip* and Rock Lobster Tail
A 12 oz. peppercorn-seasoned NY Strip and our oven-roasted rock lobster tail. Served with mashed potatoes and choice of side. 36.49
1110 cal

Blue Cheese Sirloin*
A 7 oz. peppercorn-seasoned sirloin, wood-grilled and topped with a creamy blue cheese sauce. Served over mashed potatoes with choice of side. 15.99
740 cal

Center-Cut NY Strip Steak*
A 12 oz. peppercorn-seasoned NY Strip grilled over a wood fire. Served with mashed potatoes and choice of side. 23.99
940 cal

Maple-Glazed Chicken
Wood-grilled chicken breast with a sweet maple and cherry glaze. Served with wild rice pilaf and choice of side. 14.49
480 cal

Wood-Grilled Chicken with Portobello Wine Sauce
Served with mashed potatoes and choice of side. 13.49
740 cal

Parmesan-Crusted Chicken Alfredo
Served over corkscrew pasta and fresh broccoli. 14.99
1170 cal (as pictured)

Cajun Chicken Linguini Alfredo
Spicy, tender chicken breast in a garlic Parmesan cream sauce on a bed of linguini.
Half 13.49 • *Full* 16.49
Half: 720 cal • Full: 1390 cal

Wood-Grilled Pork Chops*
Topped with peach-bourbon BBQ sauce. Served over mashed potatoes with choice of side.
Single Chop 13.79
520 cal
Double Chop 16.79
830 cal

Fish

Island Grilled Mahi-Mahi and Shrimp
Wood-grilled, wild-caught mahi-mahi and a shrimp skewer brushed with a papaya-BBQ sauce and topped with fresh pineapple salsa. Served with wild rice pilaf and choice of side. 18.49
520 cal

Hand-Battered Fish and Chips
Served with tartar sauce and malt vinegar. 13.49
630 cal

Flounder
Served with choice of side.
Golden-fried 13.49
500 cal
Oven-broiled 13.49
290 cal
Baked with crab-and-seafood stuffing 15.49
330 cal

Tilapia with Roasted Vegetables
Fresh tilapia, seasoned and roasted in a parchment bag with white wine, asparagus, artichokes and wild rice pilaf. 14.99
680 cal

Today's Fresh Fish
Prepared to order by our Grill Masters—find daily varieties and seasonal specials on our Today's Fresh Fish Menu.

Parmesan-Crusted Tilapia
Served with broccoli and choice of side. 15.49
360 cal

Salmon New Orleans
Fresh salmon, blackened and topped with tender shrimp in a spicy Tabasco® beurre blanc. Garnished with pico de gallo. Served with broccoli and choice of side. 18.49
560 cal

Add to Any Meal

Maine Lobster Tail
Wood-grilled or roasted. 16.29
60 cal

Garlic-Grilled Shrimp Skewer
With a buttery garlic glaze. 5.99
220 cal

Snow Crab Legs
½ pound, steamed. 8.79
90 cal

Sides

All entrées come with Cheddar Bay Biscuits® *(150 cal each)*. Except for Signature Salads, all entrées also come with Garden Salad *(100 cal)*, Caesar Salad *(270 cal)* or coleslaw *(200 cal)*. Add petite shrimp *(15 cal)* to your salad for 1.29.

Fresh Vegetables
Broccoli: *40 cal*
Petite Green Beans: *45 cal*
Roasted Vegetable Medley: *35 cal*
Asparagus (seasonal) 2.79 *additional: 60 cal*

Classic
Wild Rice Pilaf: *160 cal*
Mashed Potatoes: *210 cal*
Crispy Red Potatoes: *200 cal*
Baked Potato: *200 cal*
Add Butter: *90 cal*
Add Sour Cream: *30 cal*
French Fries: *360 cal*
Creamy Langostino Lobster Baked Potato 3.99 *additional 350 cal*
Creamy Langostino Lobster Mashed Potatoes 3.99 *additional 370 cal*

Lighter Fare—Flavorful meals under 600 calories when you substitute your choice of fresh vegetable for included side, and pair with a garden salad with red wine vinaigrette dressing. *(380 to 575 cal)*

4-Course Feast for $16.99

From below, choose a soup, a salad, an entrée and a dessert. Only 16.99 per person (790 to 2350 cal). With unlimited warm Cheddar Bay Biscuits.

1 Choose a Cup of Soup
New England Clam Chowder *230 cal*
Manhattan Clam Chowder *80 cal*
Spicy Chicken Tortilla *150 cal*

2 Enjoy your Choice of Salad
Fresh Garden Salad *100 cal*
Fresh Caesar Salad *270 cal*
Coleslaw *200 cal*

3 Select an Entrée
Spicy Habanero Coconut Shrimp Bites and Sweet Citrus-Grilled Shrimp *with coleslaw and wild rice pilaf 920 cal*
Shrimp and Scallops Linguini *with fresh tomatoes, basil and a white wine-lemon sauce 970 cal*
Garlic-Grilled Shrimp *270 cal*
Hand-Breaded Shrimp *440 cal*
Wood-Grilled Fresh Tilapia *190 cal*
Cajun Chicken Linguini Alfredo *1390 cal*
Wood-Grilled Chicken with Portobello Wine Sauce *740 cal*
Wood-Grilled Pork Chop* *with peach-bourbon BBQ sauce 520 cal*

4 Finish with a Dessert
Triple-Chocolate Brownie à la Mode *440 cal*
Key Lime Pie *460 cal*
Caramel Cheesecake *420 cal*

Except where pictured, nutritional content does not include condiments, dipping sauces or optional accompaniments, shown separately. Due to the handcrafted nature of our menu items and the inherent size variations of seafood, nutritional content may vary. USDA/FDA recommended limit for saturated fat is less than 20 grams, trans fat less than 2 grams, and sodium less than 2,300 mg for a 2,000 calorie-per-day diet. A 2,000-calorie daily diet is used as the basis for general nutrition advice. Individual calorie needs, however, may vary. Additional nutritional information may be found either in the tabletop book or is available upon request.

Seaside Starters

Parrot Isle Jumbo Coconut Shrimp
Hand-dipped in our signature batter, then tossed in coconut and fried golden brown. Served with piña colada sauce. 9.79
610 cal (as pictured)

Create Your Own Appetizer Combination
Choose from:
Crispy Calamari and Vegetables: *690 cal*
Clam Strips: *390 cal*
Chicken Breast Strips: *550 cal*
Mozzarella Cheesesticks: *350 cal*
Crispy Fried Green Beans: *420 cal*
Stuffed Mushrooms (1.99 *additional*): *220 cal*
Any Two 9.79 *(570 to 1110 cal)* • *Any Three* 11.79 *(920 to 1500 cal)*

Crispy Calamari and Vegetables
A generous portion of hand-breaded, golden-fried calamari, broccoli and red bell peppers. Served with tangy marinara and creamy ranch. 9.79
1390 cal

Seaside Sampler
Lobster-Crab-and-Seafood-Stuffed Mushrooms, Parrot Isle Jumbo Coconut Shrimp and Chilled Jumbo Shrimp Cocktail. 13.79
620 cal

Buffalo Chicken Wings
Served spicy hot with celery sticks and blue cheese dressing. 10.29
550 cal

Shrimp Nachos
Crispy tortilla chips topped with tender shrimp, creamy Cheddar and Monterey Jack cheese, fresh pico de gallo, jalapeño peppers and sour cream. 10.29
1290 cal

Lobster-Crab-and-Seafood-Stuffed Mushrooms
Fresh mushrooms stuffed with seafood, smothered in Monterey Jack cheese and baked golden brown. 8.99
320 cal

Lobster-Artichoke-and-Seafood Dip
A creamy three-cheese blend with artichokes, spinach, Maine and langostino lobster, and seafood. Served with tortilla chips and pico de gallo. 10.29
1050 cal

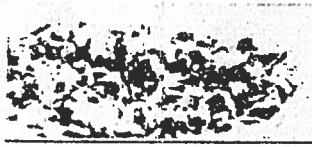
NEW **Crispy Fried Green Beans**
Fresh green beans breaded and flash-fried. Served with a spicy Sriracha aioli for dipping. 5.29.
840 cal

Mozzarella Cheesesticks
Served with tangy marinara. 8.79
710 cal

Spicy Buffalo Chicken Bites
Tender strips of chicken breast, hand-battered and tossed in a spicy buffalo sauce. Topped with blue cheese crumbles. 7.29
740 cal

Sweet Chili Shrimp
A dozen hand-battered shrimp tossed in a spicy chili sauce. 8.99
1140 cal

Chilled Jumbo Shrimp Cocktail
Six shrimp served with our signature cocktail sauce. 8.99
120 cal



Lobster Pizza
A crisp thin-crust pizza topped with langostino lobster meat, melted mozzarella cheese, fresh tomatoes and sweet basil. 10.79
680 cal (as pictured)

Soups

New England Clam Chowder
Cup 4.79 • *Bowl* 5.79
Cup: 230 cal • *Bowl: 480 cal*

Lobster Bisque
Cup 5.79 • *Bowl* 6.99
Cup: 210 cal • *Bowl: 410 cal*

Manhattan Clam Chowder
Cup 5.29 • *Bowl* 6.29
Cup: 80 cal • *Bowl: 160 cal*

Spicy Chicken Tortilla
Cup 4.49 • *Bowl* 5.49
Cup: 150 cal • *Bowl: 310 cal*

Signature Salads

NEW **RL Fiesta Salad**
With roasted corn, red peppers, black beans, pumpkin seeds and Cotija cheese. Served with jalapeño ranch dressing. 10.29
300 cal (before dressing)

Classic Caesar
Romaine lettuce, croutons and shaved Parmesan cheese. 10.29
530 cal

Bar Harbor Salad
With fresh romaine, sun-dried berries and honey-roasted pecans with a blueberry-balsamic vinaigrette. Crumbled blue cheese served upon request. 10.29
200 cal (before dressing)

Enjoy any Signature Salad topped with wood-grilled: Chicken 11.99 *(Add 130 cal)* • Shrimp 11.99 *(Add 100 cal)* • Salmon 14.99 *(Add 190 cal)*

An 18% gratuity will be added to all guest checks.

*THESE MENU ITEMS ARE COOKED TO THE LEVEL OF DONENESS YOU REQUEST, EXCEPT PORK CHOPS, WHICH ARE COOKED TO MEDIUM (145°). CONSUMING RAW OR UNDERCOOKED MEATS OR SHELLFISH MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

For items lowest in calories, fat and sodium, please refer to our LightHouse℠ menu.
If you have a food allergy, please ask your server for our allergen menu before placing your order.

Signature Combinations

Served with choice of side.

≤600 **Wood-Grilled Lobster, Shrimp and Scallops**
A split Maine lobster tail, skewered shrimp and wild-caught sea scallops with a buttery garlic finish, over wild rice pilaf. 26.99
350 cal

Broiled Seafood Trio
Garlic shrimp scampi, fresh tilapia and crab-and-seafood-stuffed shrimp. 17.99
570 cal

Seaside Shrimp Trio
A generous sampling of our Wait's Favorite Shrimp, savory garlic shrimp scampi and shrimp linguini Alfredo. 19.49
980 cal

Admiral's Feast
Wait's Favorite Shrimp, bay scallops, clam strips and flounder fried to a golden brown. 19.49
1190 cal

Ultimate Feast[2]
A tender split Maine lobster tail, steamed North American snow crab legs, garlic shrimp scampi and Wait's Favorite Shrimp. 28.49
840 cal (as pictured)

Create Your Own Combination

Served with choice of side. *Choose Any Two* 18.99 *(240 to 1300 cal)* • *Choose Any Three* 23.99 *(410 to 1670 cal)*

Garlic-Grilled Shrimp *220 cal* | Wait's Favorite Shrimp *370 cal* | Parrot Isle Jumbo Coconut Shrimp *710 cal*
Seafood-Stuffed Flounder *170 cal* | Shrimp Linguini Alfredo *590 cal* | Steamed Snow Crab Legs (2.99 more) *90 cal*
Garlic Shrimp Scampi *150 cal* | Wood-Grilled Fresh Salmon *190 cal* | 7 oz. Peppercorn-Grilled Sirloin* (2.99 more) *240 cal*

NEW Seafood Bakes

Bar Harbor Lobster Bake
A roasted split Maine lobster tail, tender shrimp, sea scallops, mussels and linguini in a garlic and white wine broth. 28.99
1360 cal (as pictured)

Crab and Roasted-Garlic Seafood Bake
Steamed snow crab legs paired with tender shrimp and bay scallops roasted in a garlic and white wine broth. Served with sweet corn on the cob and red potatoes. 22.99
970 cal

Portofino Seafood Bake
Tender shrimp, bay scallops and mussels in a white wine and roasted-garlic butter sauce with fresh asparagus, roasted tomatoes, artichokes and wild rice pilaf. Served with grilled artisan bread. 20.49
1130 cal

Lobster and Crab

≤600 **Live Maine Lobster**
Steamed, or roasted with crab-and-seafood stuffing. Served with sweet corn on the cob and red potatoes. Please refer to our Today's Fresh Fish menu for availability and pricing.
520 cal (based on 1¼ pound steamed lobster)
600 cal (based on 1¼ pound lobster with stuffing)

Crab Linguini Alfredo
Sweet crabmeat in a garlic Parmesan cream sauce on a bed of linguini. *Half* 15.49 • *Full* 19.49
Half: 810 cal • *Full: 1580 cal*

≤600 **Rock Lobster Tail**
Oven-roasted and served fluffed on the shell. Served with choice of side. 34.99
170 cal

≤600 **Snow Crab Legs**
1 pound of steamed North American snow crab legs with sweet corn on the cob and red potatoes. 19.99
470 cal
Add ½ pound more for 5.79
90 cal

Shrimp

Wait's Favorite Shrimp
Hand-breaded, butterflied shrimp fried to a golden brown. Served with choice of side. 15.49
550 cal
Add ½ dozen more for 3.99
280 cal

Parrot Isle Jumbo Coconut Shrimp
Golden-fried, with piña colada sauce. Served with choice of side. 15.99
880 cal
Add five more for 4.49
450 cal

Shrimp Linguini Alfredo
Tender shrimp in a garlic Parmesan cream sauce on a bed of linguini. *Half* 13.49 • *Full* 16.49
Half: 590 cal • *Full: 1130 cal*

NEW **Chesapeake Shrimp**
Tender shrimp, andouille sausage and red potatoes with sweet roasted bell peppers, onions and corn on the cob, baked in our signature Chesapeake butter sauce. 15.99
660 cal

Shrimp Your Way
Served with choice of side.
Fried Shrimp: *210 cal* • Scampi: *130 cal*
Coconut Shrimp Bites: *300 cal* • Popcorn Shrimp: *380 cal*
Any Two 13.99 *(340 to 680 cal)* • *Any Three* 17.99 *(640 to 890 cal)*
Mondays and Tuesdays ONLY:
Any Three 16.49 *(640 to 890 cal)* • *Any Four* 19.99 *(1020 cal)*

From the Land and Sea

≤600 **Wood-Grilled Peppercorn Sirloin* and Shrimp**
Served with mashed potatoes and choice of side. 19.49
510 cal

NY Strip* and Rock Lobster Tail
A 12 oz. peppercorn-seasoned NY Strip and our oven-roasted rock lobster tail. Served with mashed potatoes and choice of side. 36.49
1110 cal

Blue Cheese Sirloin*
A 7 oz. peppercorn-seasoned sirloin, wood-grilled and topped with a creamy blue cheese sauce. Served over mashed potatoes with choice of side. 15.99
740 cal

Center-Cut NY Strip Steak*
A 12 oz. peppercorn-seasoned NY Strip grilled over a wood fire. Served with mashed potatoes and choice of side. 23.99
940 cal

Maple-Glazed Chicken
Wood-grilled chicken breast with a sweet maple and cherry glaze. Served with wild rice pilaf and choice of side. 14.49
480 cal

Wood-Grilled Chicken with Portobello Wine Sauce
Served with mashed potatoes and choice of side. 13.49
740 cal

Parmesa
Served ov
1170 cal (a

Cajun Ch
Spicy, ten
cream sau
Half 13.49
Half: 720 c

Wood-Gr
Topped wi
mashed p
≤600 Single Cho
520 cal
Double Cho
830 cal

Fish

Today's Fi
Prepared t
and season

Island Grilled Mahi-Mahi and Shrimp
Wood-grilled, wild-caught mahi-mahi and a shrimp skewer brushed with a papaya-BBQ sauce and topped with fresh pineapple salsa. Served with wild rice pilaf and choice of side. 18.49
520 cal

Hand-Battered Fish and Chips
Served with tartar sauce and malt vinegar. 13.49
630 cal

Flounder
Served with choice of side.
Golden-fried 13.49
500 cal
≤600 Oven-broiled 13.49
290 cal
≤600 Baked with crab-and-seafood stuffing 15.49
330 cal

Tilapia with Roasted Vegetables
Fresh tilapia, seasoned and roasted in a parchment bag with white wine, asparagus, artichokes and wild rice pilaf. 14.99
680 cal

≤600 Parmesar
Served with
360 cal

Salmon N
Fresh salmo
spicy Tabas
Served with
560 cal

Add to Any Meal

Maine Lobster Tail
Wood-grilled or roasted. 16.29
60 cal

Garlic-Grilled Shrimp Skewer
With a buttery garlic glaze. 5.99
220 cal

Sides

All entrées come with Cheddar Bay Biscuits[3] (*150 cal each*). Except for Signature Garden Salad (*100 cal*), Caesar Salad (*270 cal*) or coleslaw (*200 cal*). Add petite sh

Fresh Vegetables
Broccoli: *40 cal*
Petite Green Beans: *45 cal*
Roasted Vegetable Medley: *35 cal*
Asparagus (seasonal) 2.79 *additional: 60 cal*

Classic
Wild Rice Pilaf: *160 cal*
Mashed Potatoes: *210 cal*
Crispy Red Potatoes: *200 cal*
Baked Potato: *200 cal*
Add Butter: *90 cal*
Add Sour Cream: *30 cal*

Frenc
Crean
350 c
Crean
370 c

≤600 **Lighter Fare**—Flavorful meals under 600 calories when you s
Included side, and pair with a garden salad with red wine vinaigrette

License Number: _____

CITY OF ST. GEORGE

175 East 200 North • St. George, UT 84770 (435) 627-4740

APPLICATION FOR BUSINESS LICENSE

Office use only _____

_____

Please check applicable box

- ☐ New
- ☐ Renewal (Must still complete form)
- ☐ Address change (Requires zoning approval)

FOR CITY OFFICE USE ONLY

APPROVALS: (Required for New Business or Change of Location)

Zoning _____ /Date Business L.O. _____

City Attorney _____ /Date Police Chief _____ /Date

Fire Chief _____ /Date Building Dept. _____ /Date

Receipt Number _____ Date _____

Please Print

Name of Business: Red Lobster #0857

Address at Which Business Will be Conducted: 263 N. Red Cliffs Drive (Street) St. George (City) UT (State) 84790 (Zip)

Business Phone: (435) 656-2811

Mailing Address (If Different): P.O. Box 695016, Attn: Licensing, Orlando, FL 32869-5016

Cell Phone: (407) 245-4711

Name of Applicant: Red Lobster Hospitality LLC SSN#: FEIN: 46-5125297

Home Phone: (407) 245-4000

Residence Address of Applicant: 1000 Darden Center Drive (Street) Orlando (City) FL (State) 32837 (Zip)

Please attach a copy of the applicable documents filed with the State or Utah Division of Corporations and Commercial Code

Business is: ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☑ Limited Liability Company

List all owners other than applicant. If a corporation, partnership, or limited liability company, list other officers, general partners or members.

Carl B. Richmond-President & Asst. Secretary; Horace G. Dawson III-Vice President/Secretary; Joseph G. Kern-Assistant Secretary; & Colleen M. Hunter, Assistant Secretary

Email Address: Chunter@darden.com

Date of Commencing Business in St. George: 07/28/2014 Sales Tax Number: 13904096-003-STC Federal Tax ID: 46-5125297

Type of business to be conducted: Full Service Restaurant serving full meals with alcoholic beverages

If Required to be Licensed by State, Check Here ☐ ALSO ATTACH A COPY OF STATE LICENSE.

Average Number of Employees: 69 Days & Hours of Operation: Sun-Thurs:11a.m.-10:p.m. Fri-Sat:11am-11pm

HOME OCCUPATION ORDINANCE: (Sign only if your are conducting a business out of your home. Request a copy of the Home Occupation Ordinance.)
I will comply with the provisions of the City's Ordinance for Home Occupation.

Signature _____ Date _____

BUSINESS LICENSE FEE PAYABLE:

General Business License Fee ($50.00)	$ _____
Number of Full-Time Employees _____ at $10.00 each	$ _____
Number of Part-Time Employees _____ at $5.00 each (Who Will Work Less Than 450 Hours Per Year)	$ _____
$25.00 Late Charge on renewals after February 28	$ _____
Amount of Bond (If Required)	$ _____
Total Fees Due ($350.00 Maximum Before Late Fee)	$ _____

Application completed by (please print): Colleen M. Hunter Title: Assistant Secretary

By submitting a signed application, the applicant certifies that the business does not and will not during the licensing period knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. By signing, the applicant acknowledges that the applicant has read, understands, and agrees to comply with the requirements of federal and state law regarding eligibility of workers.

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of my license. I also understand that the City License Officer may require additional information as permitted by the ordinance, and also agree to supply the same as part of this application. I understand this License will expire December 31 and it is my responsibility to renew this License annually without further notification from the City of St. George.

* Authorized Applicant Signature _____ Title: Assistant Secretary Date: 7/1/14

* Application must be signed by: a) a corporate officer if the business is a corporation (i.e. a president, corporate secretary-treasurer, or vice president of the corporation, or the manager of one or more manufacturing, production or operation facilities, with authority to sign documents); b) a general partner, member or proprietor if the business is a partnership, limited liability company or proprietorship respectively; or, c) a duly authorized representative (written authorization and written change of authorization must be attached) of the corporation, general partnership, limited liability company or proprietorship.

RETAIN GOLDEN ROD COPY FOR YOUR RECORDS

DRAFT

Agenda Item Number : 6F

Request For Council Action

Date Submitted	2014-10-02 14:51:07
Applicant	Alfredo Modica
Quick Title	Local consent for Limited Service Restaurant Liquor License
Subject	Applicant requests local consent for new restaurant "Chef Alfredo" located at 1135 E 700 S. Applicant meets all requirements.
Discussion	
Cost	$0.00
City Manager Recommendation	Meets the requirements. Location is next to the entrance to Harmons on 700 South.
Action Taken	
Requested by	Shiloh Kirkland
File Attachments	

Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

34890

BEER LICENSE APPLICATION

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

(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 ALFREDO - MODICA
   First Middle Last

   Corporation or partnership name, if applicant is an agent.
   CHEF ALFREDO II, LLC

2. Name under which business will be operated (If different from name of applicant, corporation or partnership) CHEF ALFREDO RISTORANTE ITALIANO
   First Middle Last

3. Location of Business 1135 E 700S ST. GEORGE, UT 84770

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

   First Middle Last

   Address City State Zip

6. If a corporation, list below or attach on a separate sheet, the names and addresses of the corporation's principal officers and any stockholders who own 10 % or more of the corporation. If a partnership, list the names and addresses of the other general

_____

_____

_____

_____

Applicant Signature Alfredo Modica Date 9-23-14

STATE OF UTAH)
) ss.
County of Washington)

I, ALFREDO MODICA being first duly sworn, depose and say the foregoing questionnaire is in all respects true and correct, to the best of my knowledge and belief and that I am the above named applicant . I understand that any false information constitutes perjury.

SUBSCRIBED AND SWORN TO before me this 23 day of September 20 14.

Marcia Donnelly
Notary Public

My Commission Expires 03-31-2015.

MARCIA DONNELLY
Notary Public
State Of Utah
My Commission Expires 03-31-2015
COMMISSION NO. 608153

If applicant is an agent for the corporation or partnership, an officer using the authority to do so, or the other general partners, will indicate the desire of the corporation or partnership to have the above –named applicant hold the beer license in his (her) name as the agent for the benefit of the corporation by affixing his (her) signature here, and he (she) further certifies that by signing this application he (she) is duly appointed, authorized and acting agent of the corporation or general partner of the partnership.

Name	**Title**	**Date**

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 ALFREDO — MODICA
   First Middle Last
2. *Applicant Social Security No.* [redacted]
3. Business Name CHEF ALFREDO RISTORANTE ITALIANO
4. Location of Business 1135E 700S ST. GEORGE, UT 84770
5. Business Phone Number 435-275-2300
6. Home Phone Number — Cell Number 435-225-1896
7. Are you a citizen of the United States or registered alien? YES
   Please provide proof
8. Full Name of Spouse: —
   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)
    SEE LETTER ENCLOSED

12. Who owns the real estate where this business is located?
BELNAP REVOCABLE TRUST

13. If premises are leased, state whether leased from owner or subleased from prior lessee. LEASED FROM 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 $ 12,000.-.

16. How close is the nearest **Church** to the proposed business location? 2000 FT
In Feet

Nearest **School**? 0.9 MILE
In Feet

Nearest **Park**? 438
In Feet

Nearest **Public Library** 11,088
In Feet.

Nearest **Residential Treatment Facility** 7,920
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?
12 HOURS PER DAY.

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 GERARDO Middle Last REYES

Home address 2313 W Hwy 56 City Cedar City State UT Zip 84720

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

23. Have you ever held a beer or liquor license in Utah? YES If so, please provide dates and the address of the establishment. PICCOLO MONDO RISTORANTE ITALIANO 2012

24. Have you ever held a beer or liquor license in other states? NO If so, please provide the state, date and address of the establishment.

25. *Have you ever been employed in an establishment in Utah which sells beer?* NO Please provide the date and address of establishment

General remarks: Please provide information which you believe will help the City Council to make a decision upon your application.
TO ENJOY TRADITIONAL ITALIAN FOOD, HOME MADE WITH A NICE GLASS OF WINE AND TO HAVE AN "ITALIAN" EXPERIENCE

Authorized Applicant Signature

9-23-14
Date

STATE OF UTAH)
) ss.
County of Washington)

I, ALFREDO MODICA being first duly *sworn, depose and say the foregoing questionnaire is in all respects true and correct, to* the best of my knowledge and belief and that I am the above named applicant. I understand that any false information constitutes perjury.

SUBSCRIBED AND SWORN TO before me this 23 day of September 2014.

Marcia Donnelly
Notary Public

My Commission Expires 3-31-2015.

MARCIA DONNELLY
Notary Public
State Of Utah
My Commission Expires 03-31-2015
COMMISSION NO. 606153

Dear St. George City,

60

It is obvious to say that as a ~~57~~ year old man with white hair and no teeth has had many experiences over his lifetime, but they don't call me good looking for no reason, I'm Italian. Simple as that, and if I were to choose two of the most important things in my life, they would definitely have to be my family, and food.

Over the years I've worked almost all my life as a chef, cook or waiter, and being the wise old man that I am, I can conclude that I was indeed born to be a chef. My whole entire life has been based around restaurants. I've even met my wife in 1992 at a restaurant in California that I owned called "Palos Verde Vistro", and still 12 years later as my two beautiful daughters grew, and moved to Italy, I owned yet another restaurant called "Pancho Villa", in which they even loved to talk to costumers and made them welcome, just like their daddy does. But apart from being a the father and husband that I am today, being around restaurants and cooking has always been the number one thing that I've done best.

In the earlier years of my life I started off on-board cruise lines, leaving my homeland, to travel almost all around the world. I've worked for "Sitmar Cruises" for about 9 years, and "Princess Cruises" for about 11 years. All of course under their food departments usually as head waiter, or captain waiter, I always made sure that all passenger needs where met as I monitored all the other waiters in different dinners and more, but overall, working almost 20 years on board, has just taught me everything needed to know about restaurants till this day.

After the long years on board I've also worked for at least 50 different restaurants throughout my lifetime, on land, but some of the most current and successful ones, as my family and I moved to America, where "Zefferino" restaurant at the Venetian Hotel in Las Vegas, "Trilussa" restaurant also in las Vegas, and "Cafe' Roma" in San Luis Obispo California.

There are so many other restaurants that I've been involved around the world, including like Mexico and Germany, but it would take too long to mention every single restaurant that I've owned or worked for. One thing though as you could tell the only thing that all of these restaurants have in common is that they are all Italian restaurants. I make sure to work within the food department that I know best, and of course runs naturally in my veins.

I've spend all my years working for restaurants, so the love for my food, and my kitchen will always be a part of me. I've treated and cared for my kitchen and costumers just like my own family. Not to mention that all my kitchen staffs in the past have worked and

grown like a family. I've always made sure that every single costumer walking into a restaurant I worked for always felt and till this day feel welcomed, and absolutely satisfied when leaving, but of course always coming back the next day or weekend.

Overall, tell me what to cook, and I'll cook it just the way you wish. My name is Alfredo Modica, and I will assure you that I will always be your number one Italian chef.

Thank you.

Sincerely,

Alfredo Modica

Pollo / Chicken

Pollo Alla Milanese $20
Lightly breaded, boneless breast of chicken

Pollo Ai Carciofi $20
Boneless breast of chicken, fresh artichoke hearts, touch of garlic and wine

Pollo Giovanni $20
Chicken breast sauteéd with mushrooms, calamata olives, artichokes and white wine

Petti Di Pollo Al Marsala E Funghi Porcini $20
Chicken breast with porcini mushrooms in a marsala wine sauce

---

Vitello / Veal

Scaloppine Milanese $26
Lightly breaded veal with lemon

Piccata $26
Scaloppine with capers in a butter and lemon sauce

Vitello Parmigiana $26
Breaded veal sauteéd with roma tomatoes and topped with mozzarella and parmesan

Scaloppine Di Vitello Con Carciofi $26
Veal medallions sauteéd in olive oil with artichoke hearts, green peppercorns and sun dried tomatoes

Scaloppine Di Vitello Al Marsala E Funghi $26
Veal scaloppini sauteéd with mushrooms in a marsala wine sauce

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Pesce / Fish

Daily Fish Special TBD
Ask your server for today's fresh selection

Antipasti Freddi / Cold Appetizers

Carpaccio Piccantino $12
Thin sliced raw beef with arugula baby artichoke, celery and shaved parmigiano cheese drizzled with peperonicino oil

Caprese $12
Sliced tomatoes, fresh mozzarella cheese, basil and extra virgin olive oil

Bruschetta Rustica $10
Grilled ciabatta bread with oyster mushrooms shallots and fontina cheese

---

Antipasti Caldi / Hot Appetizers

Fritto Misto $14
Fried calamari and shrimp with zucchini and a spicy tomato sauce

Cozze in Brodetto $14
Fresh mussel in a light tomato sauce and a touch of garlic

Zuppe / Soups

Soup Del Giorno $6
Soup of the day

Insalate / Salads

Insalate Alla Gorgonzola $8
Hearts of romaine and crumbled Italian gorgonzola cheese with extra virgin olive oil balsamic dressing

Insalate Di Campo Mista $8
Mixed baby organic lettuces with citrus basil vinaigrette

Insalate Di Spinaci $8
Baby spinach, diced tomatoes, goat cheese, roasted bell peppers, shaved parmesan cheese, lemon and extra virgin olive oil.

Insalate Di Cesare Con Crostine All Aglio $8
Caesar salad with garlic flavored croutons

Las Pastas

Linguini Frutti Di Mare $20
Fish, shrimp, mussels, clams and calamari in a white wine sauce

Linguine Alle Vongole $16
Linguine and fresh clams with your choice of white or red sauce

Fettuccine Con Panna E Funghi Porcini $16
Homemade fettucine with porcini mushrooms, spinach, ricotta cheese and herbs in a light cream sauce

Penne Puttanesca $14
Short cut pasta with olives, onions, capers, anchovies, fresh tomatoes and garlic in a marinara sauce

Rigatoni Bolognese $14
Short cut pasta tossed in a rich meat sauce. Add meatballs or sweet Italian sausage $4

Gnocchi Sunrise $14
Homemade potato dumplings in a light marinara and cream sauce

Fettuccine Primavera $14
Fresh vegetables, garlic and herbs Aliolo style

Fettuccine Alfredo $14
Fresh cream, sweet butter and parmesan cheese sauce

Taglierini Al Pesto $14
Thin linguini tossed with a homemade basil pesto sauce

Ravioli Pomodoro $14
Jumbo cheese filled pasta tossed with fresh tomato sauce

Rigatoni Pecoraia $14
Italian sausage, fresh tomatoes, broccoli and hot pepper in a garlic olive oil sauce

Ravioli Tre Formaggi $14
Cheese ravioli tossed in a pomodoro or marinara sauce

Gnocchetti Alla Piemontese $14
Gnocchi with shallots, prosciutto, basil and mushrooms in a pomodoro cream sauce

Spaghetti Marinara $14
Dean Martin's classic sauce

Spaghetti Bolognese $14
Traditional meat sauce

Spaghetti and Meatballs $14
Classic Italian meatballs and marinara sauce

Dal Forno / From the Oven

Lasagna Bolognese $14
Layers of pasta with meat sauce, ricotta, mozzarella and parmesan cheese

Melanzane Alla Parmigiana $14
Layered fresh eggplant slices with ricotta and mozzarella cheese filling

There will be a $5 charge for meals that are split.

To whom it may concern;

I have known Alfredo for over four years. He is a caring and hard working man, that is always happy to help others. He has always made me feel as if I an a part of his family and am glat to have had the chance to know him.

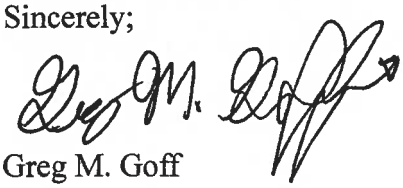
Sincerely;

Rosalia Dominguez

To whom it may concern;

I have known Alfredo for approximately two years. He is a dedicated, hard working and caring individual who is always willing to help people in any way he can. Since the day I met him he had treated me like family and I feel honored to have had the opportunity to get to know him.

Sincerely;



Greg M. Goff

To whomever this may concern,

I have know Alfredo since he first opened his restaurant on Main Street. I was a regular customer and he always treated me like family. Last year he helped me with a fundraiser for my friend Mark who needed a kidney transplant. Alfredo closed down the restaurant and cooked for us at no cost. The restaurant was packed with donors and we raised a good amount of money to help Mark. Alfredo is a very caring and hard working man.

Sincerely,

Chad Ferguson

A Letter for Alfredo at Piccolo Mundo.

Alfredo is a great man who demands respect. Everyone I know thinks very highly of this man. I have had the pleasure of getting to know him a little better this year. I like what I see. Not only is he an awesome cook, he is an outstanding person.

Chris Jones

Anchalee Jaidee
281 N.Butch Cassidy Trail
Central, UT 84722
Tel. : 435-574-2801

September 22, 2014

To Whom It May Concern

Re : Reference for **ALFREDO MODICA**

Alfredo Modica is my friend and I have known him for more than 2 years. His life is devoted to food and cooking.

You can sit and talk with him about all kinds of food and fine wines, not only Italian but all cuisines also.

Alfredo is a hard working man and a wonderful artistic Chef. I love his Tiramisu which is light, fluffy, flavorful and his signature dessert.

If you need further information about Chef Alfredo, please feel free to contact me.

Sincerely,

Anchalee Jaidee

Anchalee Jaidee

Nutjarin Phuratchatakul
Royal Thai Cuisine
568 W Telegraph St. Unit 1
Washington, UT 84780
Tel. : 435-251-93693

September 22, 2014

To Whom It May Concern

Re : Reference for **ALFREDO MODICA**

I have known Alfredo Modica through my friend. Since we both are on Restaurant business, we had talked and shared about food and wines. I found out that he is a nice and hard working person.

He likes my Thai food, as well as I like his Italian food and dessert.

If you need further information about Chef Alfredo, please feel free to contact me.

Sincerely,

Nutjarin P.

Nutjarin Phuratchatakul

9/30/14

Alfredo Modica will Authorize any authorized Representative of the City or any Law Enforcement officer an unrestricted Right to enter the Licensed premises.

Alfredo Modica 9-30-14

License Number: 00034742

CITY OF ST. GEORGE

175 East 200 North • St. George, UT 84770 (435) 627-4740

CITY OF ST GEORGE

APPLICATION FOR BUSINESS LICENSE

Office use only _____

Please check applicable box

- ☑ New
- ☐ Renewal (Must still complete form)
- ☐ Address change (Requires zoning approval)

FOR CITY OFFICE USE ONLY

APPROVALS: (Required for New Business or Change of Location)

Zoning X _____ 9/15/14 /Date Business Lic. Deviant

City Attorney _____ /Date Police Chief _____ /Date

Fire Chief X see attached /Date Building Dept. _____ /Date

Receipt Number _____ Date 9/15/14

Please Print

Name of Business CHEF ALFREDO II LLC

Address at Which Business Will be Conducted 1135 E 700 S (Street) (City) (State) (Zip) Business Phone 435-275 2300

Mailing Address (If Different) _____ Cell Phone 435-225-1896

Name of Applicant ALFREDO MODICA SSN# [redacted] 91 Home Phone 702 275-7152

Residence Address of Applicant 136 S. 100 E #3 S. GEORGE UT 84770 (Street) (City) (State) (Zip)

Please attach a copy of the applicable documents filed with the State or Utah Division of Corporations and Commercial Code

Business is: ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☑ Limited Liability Company

List all owners other than applicant. If a corporation, partnership, or limited liability company, list other officers, general partners or members.

_____

Email Address _____

Date of Commencing Business in St. George 9-15-14 Sales Tax Number 13916798-003-STC Federal Tax ID 47-1809308

Type of business to be conducted RESTAURANT ITALIANO

If Required to be Licensed by State, Check Here ☐ **ALSO** ATTACH A COPY OF STATE LICENSE.

Average Number of Employees _____ Days & Hours of Operation _____

HOME OCCUPATION ORDINANCE: (Sign only if your are conducting a business out of your home. Request a copy of the Home Occupation Ordinance.)
I will comply with the provisions of the City's Ordinance for Home Occupation.

Signature _____ Date _____

BUSINESS LICENSE FEE PAYABLE: 25.00 1/2 fees after July 1st

General Business License Fee ~~($50.00)~~		$ 25.00
Number of Full-Time Employees _____ at ~~$10.00~~ 5.00 each		$
Number of Part-Time Employees _____ at ~~$5.00~~ 2.50 each (Who Will Work Less Than 450 Hours Per Year)		$
$25.00 Late Charge on renewals after February 28		$
Amount of Bond (If Required)		$
Total Fees Due ($350.00 Maximum Before Late Fee)		$ 25.00

Application completed by (please print): ALFREDO MODICA Title OWNER

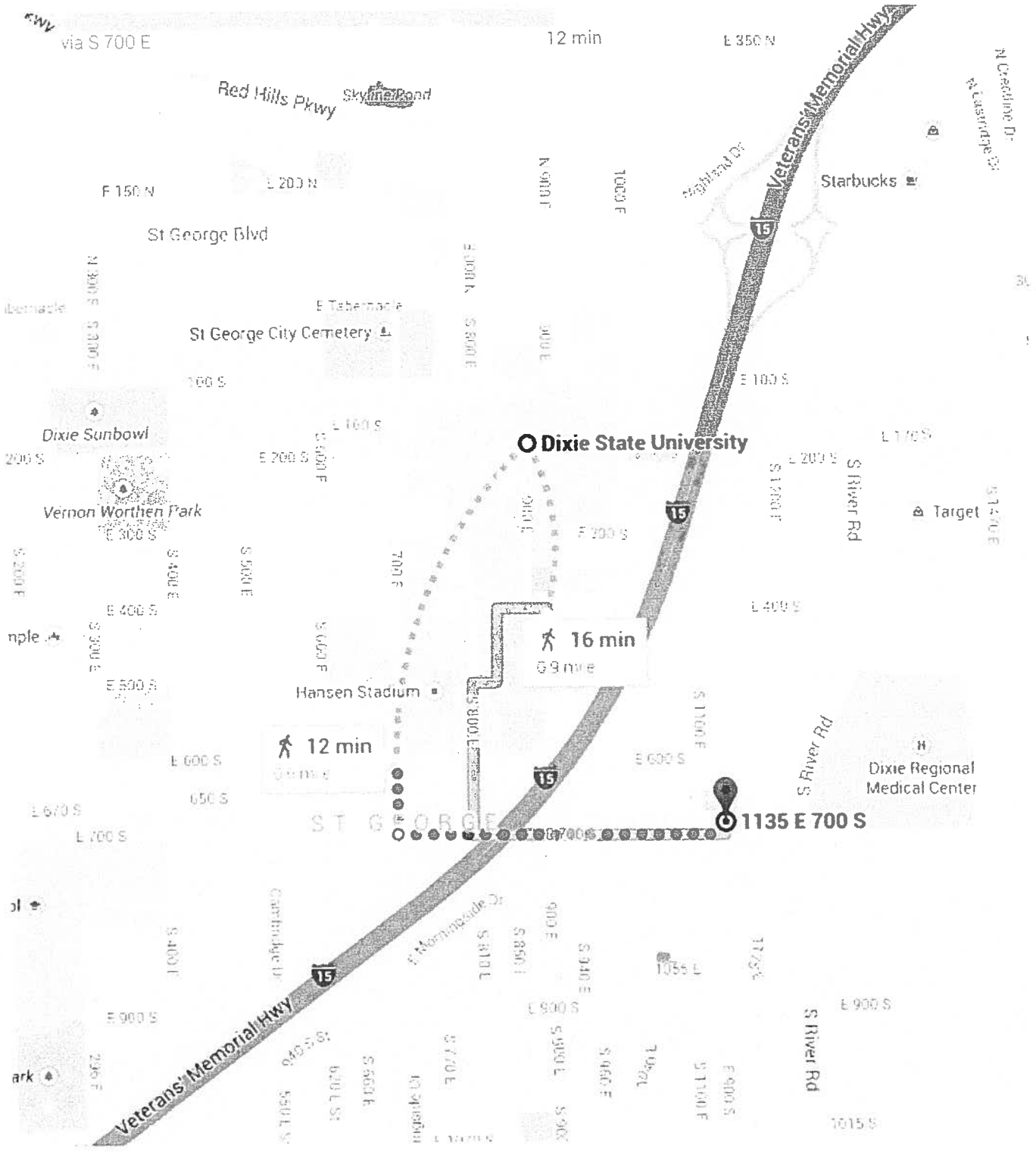
By submitting a signed application, the applicant certifies that the business does not and will not during the licensing period knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. By signing, the applicant acknowledges that the applicant has read, understands, and agrees to comply with the requirements of federal and state law regarding eligibility of workers.

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of my license. I also understand that the City License Officer may require additional information as permitted by the ordinance, and also agree to supply the same as part of this application. I understand this **License will expire December 31** and it is my responsibility to renew this License annually without further notification from the City of St. George.

* Authorized Applicant Signature _____ Title OWNER Date 9-15-14

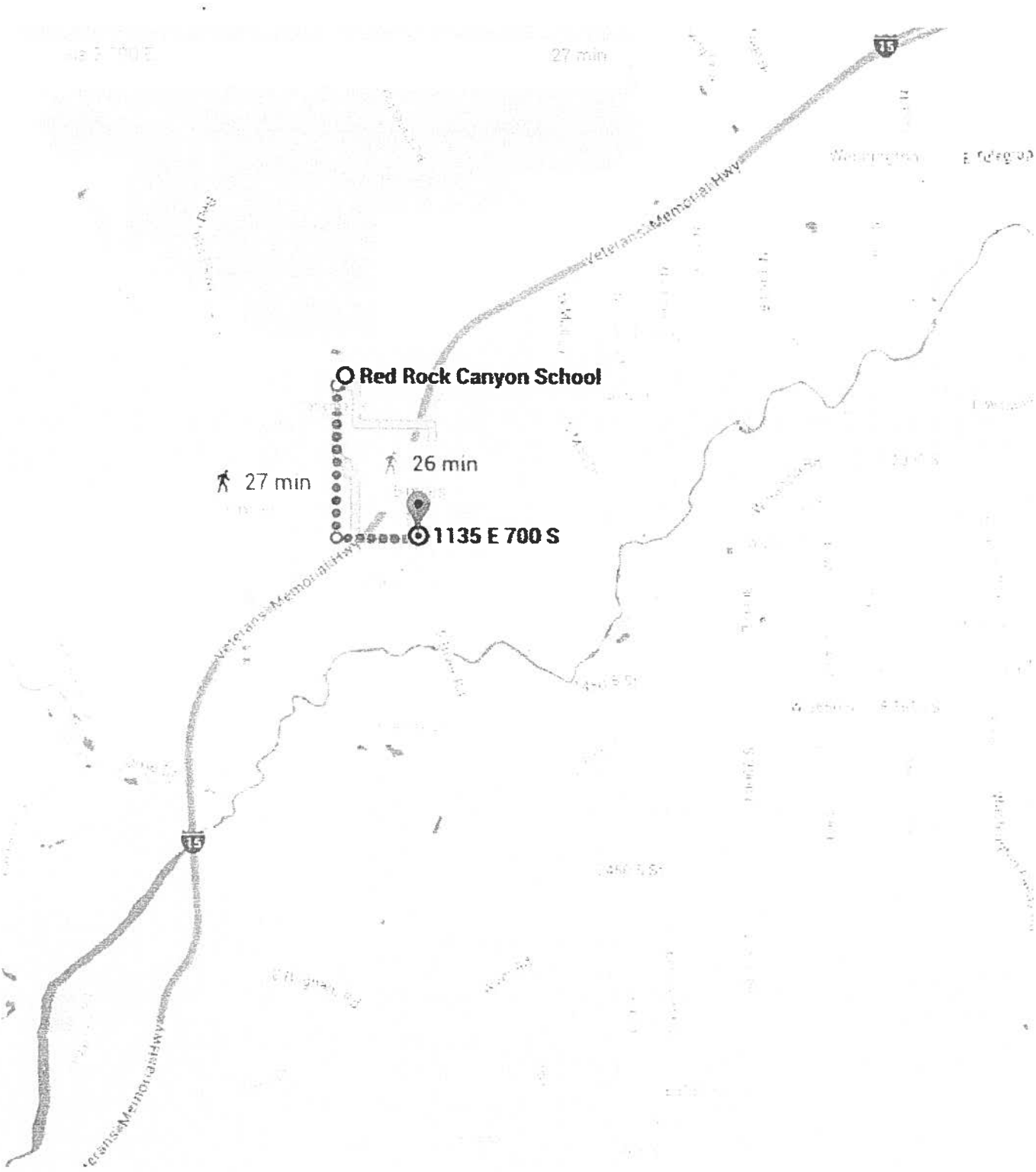
* Application must be signed by: a) a corporate officer if the business is a corporation (i.e. a president, corporate secretary-treasurer, or vice president of the corporation, or the manager of one or more manufacturing, production or operation facilities, with authority to sign documents); b) a general partner, member or proprietor if the business is a partnership, limited liability company or proprietorship respectively; or, c) a duly authorized representative (written authorization and written change of authorization must be attached) of the corporation, general partnership, limited liability company or proprietorship.

RETAIN GOLDEN ROD COPY FOR YOUR RECORDS



Direction to university 0.9 miles

Map data ©2014 Google 1000 ft



Residential Treatment Facility 1.5 Miles = 7,920 Feet

St George Library, 88 W 100 S, St George, UT 847

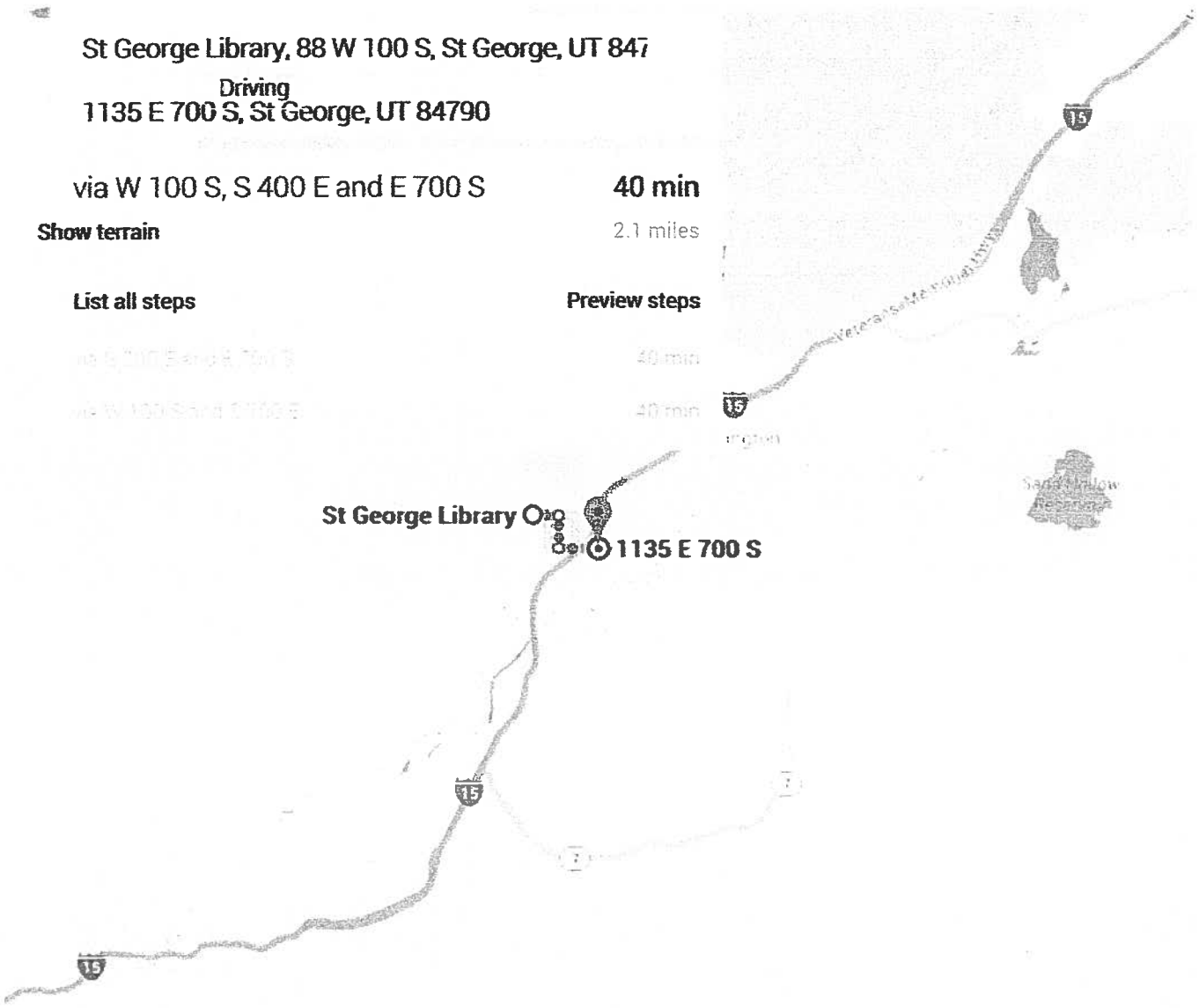
Driving

1135 E 700 S, St George, UT 84790

via W 100 S, S 400 E and E 700 S 40 min

Show terrain 2.1 miles

List all steps Preview steps

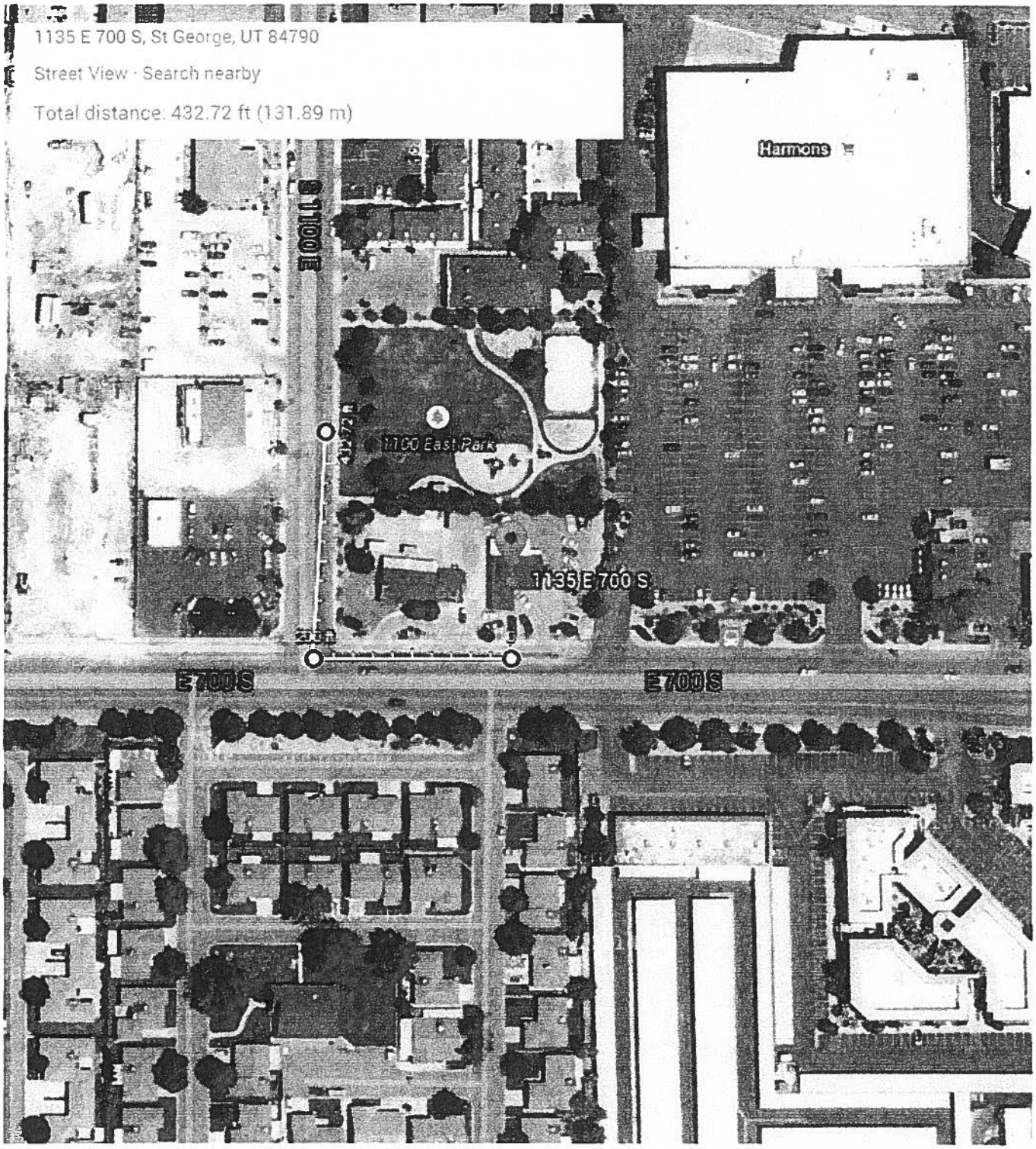


DIRECTION TO LIBRARY 2.1 MILES = 11,088 feet.

Map data ©2014 Google 2 mi

DISTANCE TO CHURCH 2,005.61 FT.

Imagery ©2014 DigitalGlobe, State of Utah, USDA Farm Service Agency, Map data ©2014 Google 500 ft



DISTANCE TO PARK 438 FT.

Park

Imagery ©2014 DigitalGlobe, State of Utah, USDA Farm Service Agency, Map data ©2014 Google 100 ft

DRAFT

Agenda Item Number : 6G

Request For Council Action

Date Submitted	2014-10-06 16:12:37
Applicant	PC
Quick Title	PC Report from Oct 14, 2014
Subject	Consider the Planning Commission report from the meeting on Oct. 14, 2014.
Discussion	The PC has a rather long agenda for Oct 14th. However two of those items for the City Council will simply be setting public hearing dates. The other action items include 6 final plats, 3 amended final plats, a Lot Split/Lot Line Adjustment, an Easement Vacation within a plat, and a Conditional Use Permit for the height of the proposed Holiday Inn located behind the Dixie Center. The CUP for the hotel height is listed separately on the agenda.
Cost	$0.00
City Manager Recommendation	Big agenda. Unfortunately, the meeting is on the 14th so I do not have their report to include in this agenda packet. We will try to get their report to you prior to the Thursday 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: OCTOBER 14, 2014
CITY COUNCIL MEETING: OCTOBER 16, 2014

1. **PUBLIC HEARINGS TO BE ADVERTISED FOR NOVEMBER 6, 2014**

   A. Consider a zone change from R-1-10 (Single Family Residential 10,000 sq .ft. minimum lot size) to PD-R (Planned Development Residential) on 8.55 acres. The property is located at approximately 1850 South River Road and will be referred to as "**Cottam Ridge**." The proposed project would be a townhome subdivision. The applicant is Wright Homes / Mr. Derek Wright / Mr. John Henderson and the representative is Ms. Brandi Walker, Bush & Gudgell Case No. 2014-ZC-012. (Staff – Bob N.).

   B. Consider a request to amend the City Zoning Regulations, Title 10, Chapter 8, Planned Development Residential Zone, and Chapter 19, Section 4 Parking Standards to add provisions for **college student housing** projects and the building height, density, and related standards. Mr. Scott Graham, TruNorth Development LLC, applicant. Case No. 2014-ZRA-005 (Staff John W.)

2. **FINAL PLATS (FP)**

   A. Consider approval of a final plat for **"Crimson Cove"** a ten (10) lot residential subdivision. The representative is Mr. Bob Hermandson, Bush and Gudgell. The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) & RE-20 (Residential Estate 20,000 sq. ft. minimum lot size) and is located at the southwest corner of Crimson Ridge Drive and Little Valley Road (in the Little Valley area). Case No. 2014-FP-053. (Staff – Wes J. for Todd J.).

   B. Consider approval of a final plat for **"Escapes at the Ledges Phase 1"** a thirty-one (31) lot residential subdivision. The representative is Mr. Brad Petersen, Development Solutions. The property is zoned PD-R (Planned Development Residential) and is located southerly and easterly of the East Ledges round-a-bout and Ledges Parkway (in the Ledges Development at approximately 5000 North and 1700 West). Case No. 2014-FP-063. (Staff – Wes J. for Todd J.).

   C. Consider approval of a final plat for **"Gentry Lane"** a twenty-four (24) lot residential subdivision. The representative is Mr. Bob Hermandson, Bush and Gudgell. The property is zoned RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size) and is located between Mountain Ledge Drive & Horseman Park Dr. and west of Little Valley Road (in the Little Valley area at 2 approximately 3000 South and Little Valley Road. Case No. 2014-FP-054. (Staff – Wes J. for Todd J.).

D. Consider approval of a final plat for **"Tuscan Heights"** a twenty-one (21) lot residential subdivision. The representative is Mr. Scott Woolsey, Alpha Engineering. The property is zoned PD-R (Planned Development Residential) and is located at the west end of Province Way (in the Tonaquint area at approximately 1790 South and 1380 West). Case No. 2014-FP-057. (Staff – Wes J. for Todd J.).

E. Consider approval of a final plat for **"Tuscan Hills Phase 3"** a seven (7) lot residential subdivision. The representative is Mr. Scott Woolsey, Alpha Engineering. The property is zoned PD-R (Planned Development Residential) and is located at the west end of Province Way (in the Tonaquint area at approximately 1780 South and 1310 West). Case No. 2014-FP-051. (Staff – Wes J. for Todd J.).

3. **FINAL PLAT AMENDMENTS (FPA)**

A. Consider approval of an amended final plat for **"Emerald Ridge Amended."** Lot 47 is added and the temporary turn-a-round is to be made permanent. The representative is Bob Hermandson, Bush and Gudgell. The property is zoned PD-R (Planned Development Residential) and is located at 1806 North Dixie Downs Road. Case No. 2014-FP-062. (Staff – Wes J. for Todd J.).

B. Consider approval of an amended final plat for **"The Flats at South Pointe Phase 3."** Pads 301 and 302 are to have their sizes increased to accommodate a larger home (to be built upon these pads). The representative is Mr. Eric McFadden, Priemer Design & Engineering. The property is zoned R-3 (Multiple Family Residential) and is located at 2801 East 450 North (south of Pine View High School). Case No. 2014-FPA-066. (Staff – Wes J. for Todd J).

C. Consider approval of an amended final plat for **"The Vistas at Entrada Phase 1."** To amend the setback note (see report). The representative is Mr. Scott Duffin, Horrocks Engineers. The property is zoned PD-R (Planned Development Residential) and is located in the Entrada Development on the east side of Snow Canyon Parkway, along Cougar Rock Circle at approximately 2055 West and 2600 North. Case No. 2014-FPA-067. (Staff – Wes J. for Todd J.).

4. **LOT LINE ADJUSTMENT / LOT SPLIT (LLA/LS)**

A. Consider the approval of splitting two (2) lots into three (3) lots (not being a part of a subdivision plat) for the **"Clark Family Lot Split."** The representative is Mr. Scott Woolsey, Alpha Engineering. The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and is located at approximately 3020 South Bloomington Drive East. Case No. 2014-LRE-013 (Staff – Wes J. for Todd J.)

B. Consider the approval of one (1) existing lot being split into two (2) lots (not being a part of a subdivision) for the **"Jeff and Diane Barlow Lot Split."** The representative is Mr. Bob Platt, Platt and Platt Inc. The property is zoned A-1 (Agricultural) and is

located at southwest corner of 3670 South and Bentley Road (in the Little Valley area). Case No. 2014-LRE-014 (Staff – Wes J. for Todd J.)

5. **EASEMENT VACATION (EV)**

Consider a public utility and drainage easement vacation for **"Lots 86 – 88 of Mulberry Estates Phase 6."** The representative is Mr. Brad Petersen, Development Solutions. The property is zoned R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size) and is located at 3000 East Street and north of Crimson Ridge Drive. Case No. 2014-LRE-015 (Staff – Wes J. for Todd J.)

6. **CONDITIONAL USE PERMIT**

Consider a request to construct a five (5) story hotel (**Holiday Inn**) that exceeds the allowable maximum building height of thirty-five feet (35'). The property is located to the west of 270 East Street and generally bounded by 1670 South Street to the north and 120 East to the west (behind the Dixie Convention Center). The zoning is C-3 (General Commercial). The representative is Mr. Logan Blake, Development Services. Case No. 2014-CUP-020 (Staff - Ray S.)

7. **OTHER PLANNING COMMISSION BUSINESS**

A. At the applicant's request, the Planning Commission tabled until the next PC meeting a request to consider approval of 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). Case No. 2014-FP-030. (Staff – Wes J. for Todd J.).

B. Due to upcoming Holidays (Veterans Day, Thanksgiving, and Christmas) the Planning Commission reviewed the calendar and set the following **meeting dates** for the remainder of 2014:

October 28th
November 18th
December 9th

PCR ITEM 2A
Final Plat

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

FINAL PLAT
Crimson Cove
Case No. 2014-FP-053

Request:	Approval of a 10 Lot Residential Subdivision Final Plat
Representative:	Bob Hermandson, Bush and Gudgell 205 E. Tabernacle St., Suite 4 St. George, UT 84770
Property:	Located at the southwest corner of Crimson Ridge Drive and Little Valley Road (Little Valley area)
Zone:	R-1-10 & RE-20
Staff Comments:	All aspects of this Final Plat were carefully looked at and reviewed by the Public Works 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.

GENERAL NOTES & RESTRICTIONS

1. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY ROBERSON ASSOCIATES. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND FLAT WORK ARE COMPILED IN A REPORT DATED JULY 8, 2004. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.

2. THERE EXISTS A 10.00 PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED.

3. ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO BUILDING SETBACKS AS FOLLOWS: 25.00 FEET ALONG ALL PUBLIC STREETS, 6.00 FEET AND 10.00 FEET ON ALL INTERIOR SIDE YARDS, AND 20.00 FEET ON REAR YARDS UNLESS OTHERWISE NOTED.

4. NO DWELLING OR STRUCTURES ALLOWED IN PUBLIC UTILITY EASEMENTS.

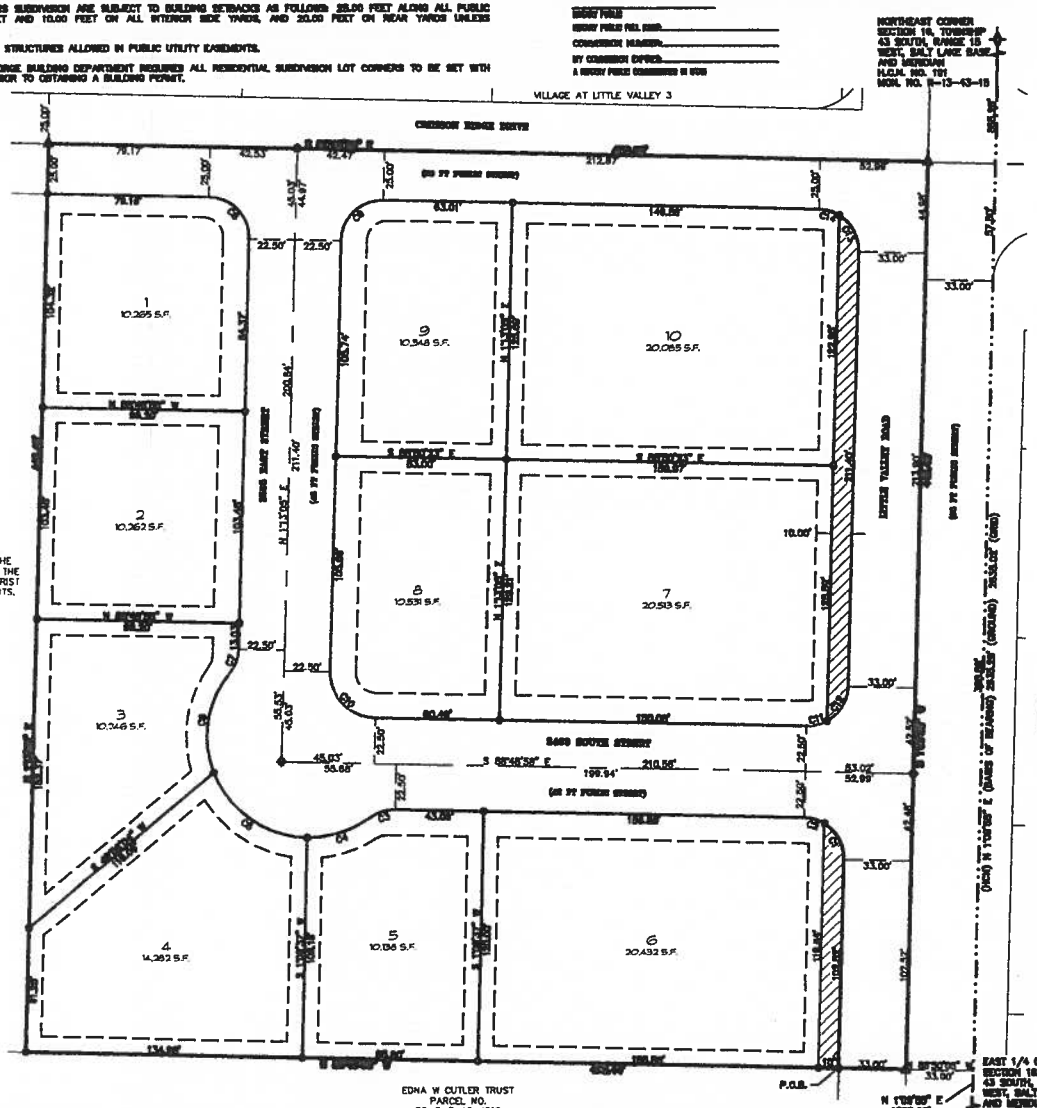
5. CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRED ALL RESIDENTIAL SUBDIVISION LOT CORNERS TO BE SET WITH REBAR AND CAP PRIOR TO OBTAINING A BUILDING PERMIT.

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____ }
S.S.
COUNTY OF _____ }

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____ WHO BEING BY ME DULY SWORN, DID SAY THAT ___HE IS THE MANAGER/MEMBER OF PINE PARK ESTATES, LLC, AND THAT ___HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF PINE PARK ESTATES, LLC, AND ___HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	DELTA	TANGENT
C1	25.00'	39.24'	89°55'00"	25.00'
C2	25.00'	39.27'	90°00'00"	25.00'
C3	25.00'	13.82'	31°40'00"	7.10'
C4	84.00'	33.26'	22°40'00"	16.77'
C5	25.00'	39.27'	90°00'00"	25.00'
C6	25.00'	39.27'	90°00'00"	25.00'
C7	25.00'	13.82'	31°40'00"	7.10'
C8	25.00'	39.27'	90°00'00"	25.00'
C9	25.00'	21.48'	49°15'00"	11.39'
C10	25.00'	23.79'	54°30'00"	12.87'
C11	25.00'	10.48'	24°00'00"	5.32'
C12	25.00'	39.27'	90°00'00"	25.00'
C13	25.00'	39.27'	90°00'00"	25.00'
C14	25.00'	10.47'	23°59'54"	5.32'

SURVEYOR'S CERTIFICATE

I, ROBERT R. HERMANSON, ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER 6350438, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER'S I HAVE SUPERVISED A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW TO BE HEREAFTER KNOWN AS:

CRIMSON COVE SUBDIVISION

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS, THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 1°09'55" E 1323.62 FEET ALONG THE EAST SECTION LINE OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND N 89°50'05" W 33.00 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION AND RUNNING THENCE N 89°48'59" W 439.44 FEET; THENCE N 1°13'05" E 446.40 FEET TO A POINT ON THE CENTER LINE OF CRIMSON RIDGE DRIVE, PREVIOUSLY KNOWN AS EQUESTRIAN DRIVE; THENCE S 89°48'59" E 439.05 FEET ALONG SAID LINE TO A POINT ON THE CENTERLINE OF LITTLE VALLEY ROAD; THENCE S 1°09'55" W 446.40 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINS 182,057 SQ FT OR 4.408 ACRES MORE OR LESS

[redacted]
RUSE AND GUDDELL INC.

ROBERT R. HERMANSON
REGISTERED LAND SURVEYOR
UTAH LICENSE NUMBER 6350438

OWNER'S DEDICATION

KNOWN BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, AND EASEMENTS HEREAFTER KNOWN AS:

CRIMSON COVE SUBDIVISION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS EASEMENTS, ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 20____.

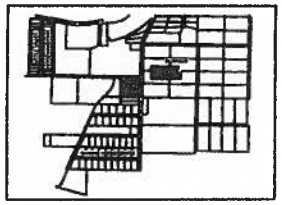
[redacted]
(A UTAH LIMITED LIABILITY COMPANY)

[redacted]

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS 1, RING & LID).
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED. (CLASS II, REBAR & ALUM. CAP).
- SPECIFIES FRONT LOT PROPERTY CORNER OFFSET ON THE PROJECTION OF LOT LINE. (NAIL, & WASHER SET @ 0.20' OFFSET).
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED RUSH & GUDDELL, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, RING & LID SET TO CITY STANDARD).
- AREA TO BE DEDICATION TO THE CITY OF ST. GEORGE AND ALSO BEING A 10.00' LANDSCAPE EASEMENT ALONG LITTLE VALLEY ROAD TO BE MAINTAINED BY THE CITY OF ST. GEORGE.

VICINITY MAP
SCALE 1:2000



FINAL PLAT FOR CRIMSON COVE SUBDIVISION

A RESIDENTIAL SUBDIVISION
LOCATED IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 15 WEST SALT LAKE BASE AND MERIDIAN
PARCEL NO. SG-5-3-18-1102

PLANNING AND ZONING OFFICIAL, CITY OF ST. GEORGE	ENGINEER, CITY OF ST. GEORGE	CITY ATTORNEY, CITY OF ST. GEORGE	CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE, UTAH	MAYOR, CITY OF ST. GEORGE	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER
DAY OF ____, A.D. 20____ PLAT AND DEDICATION WE HAVE THE APPROVED BY THE CITY OF ST. GEORGE, UT.	____ A.D. 20____	DAY OF ____, A.D. 20____	____ DAY OF ____, A.D. 20____	____ DAY OF ____, A.D. 20____	ALL TAXES AND ASSESSMENTS ____ DAY OF ____, A.D. 20____	____ DAY OF ____, A.D. 20____

RUSE & GUDDELL, INC.
Engineers - Planners - Surveyors

FINAL PLAT FOR CRIMSON COVE SUBDIVISION

PCR ITEM 2B
Final Plat

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

FINAL PLAT
Escapes at the Ledges Phase 1
Case No. 2014-FP-063

Request:	Approval of a 31 Unit Residential Subdivision Final Plat
Representative:	Brad Petersen, Development Solutions 120 East St. George Blvd, Suite #300 St. George, UT 84770
Property:	Located southerly and easterly of the East Ledges Round-A-Bout and Ledges Parkway. (in the Ledges Development at approximately 5000 North and 1700 West)
Zone:	PD-R
Staff Comments:	All aspects of this Final Plat were carefully looked at and reviewed by the Public Works 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. Note: This plat has the option for nightly rentals. Note: This subdivision contains private streets, but the proposed round-a-bout associated with this plat would become public property. Note: An agreement with the HOA will need to be recorded for maintenance. Note: An agreement regarding the proposed water feature will need to be made.
P.C.:	The Planning Commission recommends approval subject to legal review.

LEGEND

- SECTION LINE
- LOT / BUILDING PAD LINE
- CENTER LINE
- BOUNDARY LINE
- FOUND SECTION MONUMENT AS DESCRIBED HEREON.
- SET CLASS II (REBAR & ALUM. CAP) MONUMENT
- SET CLASS I MON. TO CITY OF ST. GEORGE STANDARDS
- OVERALL SUBDIVISION BOUNDARY CORNER - REBAR AND CAP SET (DSG PLS 361255)

GENERAL NOTES AND RESTRICTIONS

1. REBAR & CAP MARKED "DSG PLS 362255" TO BE PLACED AT ALL SUBDIVISION PROPERTY CORNER LOCATIONS.
2. MINIMUM BUILDING SETBACK REQUIREMENTS ARE INCORPORATED INTO THE PAD LAYOUT AS SHOWN. ALL STRUCTURES SHALL BE BUILT WITHIN THEIR RESPECTIVE PAD.
3. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY AGEC, INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED AUGUST 15, 2014. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
4. CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRES ALL TOWNHOME PAD CORNERS TO BE SET WITH A NAIL & RIBBON PRIOR TO OBTAINING A BUILDING PERMIT.
5. THIS SUBDIVISION CONTAINS PRIVATE STREETS AS LABELED. PRIVATE STREETS ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST. GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL PRIVATE STREETS WITHIN THIS SUBDIVISION.
6. ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST. GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION UNLESS OTHERWISE APPROVED AND ACCEPTED BY THE CITY OF ST. GEORGE AS PUBLIC.
7. ALL SEWER, WATER AND POWER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY THE CITY OF ST. GEORGE, UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE CITY OF ST. GEORGE. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.
8. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.
9. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE AND/OR (DIXIE POWER - SOME AREAS) IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.
10. BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE DRIVES WITHIN THIS SUBDIVISION FOR THE INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, POWER, SEWER, AND DRAINAGE IMPROVEMENTS.
11. OWNERS MAY RENT THEIR UNITS AS SHORT-TERM RENTALS. OWNERS ARE REQUIRED TO USE THE PROPERTY MANAGEMENT COMPANY SELECTED BY THE MASTER ASSOCIATION BOARD TO MANAGE ALL SHORT TERM RENTALS. THE MASTER ASSOCIATION BOARD SHALL ESTABLISH THE PROCEDURE, RULES, AND REGULATIONS FOR ANY SHORT-TERM RENTALS, INCLUDING CHECK-IN, ACCESS TO UNITS AND COMMON AMENITIES AND FACILITIES, ETC. IN THE EVENT AN OWNER RENTS A UNIT AS A SHORT-TERM RENTAL THROUGH ANY OTHER PARTY OR BY THE OWNER INDIVIDUALLY, A FEE SHALL BE ASSESSED FOR SERVICES REQUIRED OF THE MASTER ASSOCIATION BOARD, WHICH FEE WILL BE SET FROM TIME TO TIME BY THE MASTER ASSOCIATION BOARD. THE OWNER SHALL AT ALL TIMES WHILE THE UNIT IS RENTED, ASSURE COMPLIANCE WITH THE MASTER DECLARATION OF GOVERNING DOCUMENTS, AND ANY RULES AND REGULATIONS FOR THE PROPERTY.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON)SS.

ON THE ____ DAY OF ________, 2014, PERSONALLY APPEARED BEFORE ME, BRETT BURGESS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF THE LEDGES AT SNOW CANYON, L.L.C., A UTAH LIMITED LIABILITY COMPANY, AND BEING EMPOWERED AND AUTHORIZED BY THE LEDGES AT SNOW CANYON, L.L.C. OPERATING AGREEMENT SIGNED THE FOREGOING DOCUMENT AND ACKNOWLEDGED BEFORE ME THAT (S)HE SIGNED IT VOLUNTARILY FOR ITS STATED PURPOSE.

NOTARY PUBLIC FULL NAME: ________
COMMISSION NUMBER: ________
MY COMMISSION EXPIRES: ________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1; SECTION 16)

____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, COMMON AREAS AND EASEMENTS HEREAFTER KNOWN AS:

ESCAPES AT THE LEDGES - PHASE 1

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: ________

LEGAL DESCRIPTION:

BEGINNING AT A POINT SOUTH 88°48'45" EAST 1250.828 FEET ALONG THE SECTION LINE AND SOUTH 550.414 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING SOUTH 88°40'34" EAST BETWEEN THE NORTH QUARTER CORNER OF SECTION 27 AND THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN), AND RUNNING THENCE SOUTH 66°02'46" EAST 53.451 FEET; THENCE SOUTH 85°37'12" EAST 116.628 FEET; THENCE SOUTH 74°18'15" EAST 286.261 FEET; THENCE SOUTH 210.391 FEET; THENCE WEST 158.638 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 99°36'02", A DISTANCE OF 86.918 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 99°11'06", A DISTANCE OF 34.834 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 269.000 FOOT RADIUS CURVE TO THE RIGHT; THROUGH A CENTRAL ANGLE OF 8°18'39", A DISTANCE OF 39.019 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 82°14'40", A DISTANCE OF 28.709 FEET; THENCE NORTH 73°33'05" WEST 4.000 FEET; THENCE SOUTH 16°26'55" WEST 42.463 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 485.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°01'47", A DISTANCE OF 237.268 FEET; THENCE NORTH 79°04'37" EAST 5.00 FEET TO A POINT ON THE ARC OF A 46.500 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (RADIUS POINT BEARS NORTH 78°24'43" EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°45'31", A DISTANCE OF 72.035 FEET; THENCE SOUTH 10°20'49" EAST 2.500 FEET; THENCE SOUTH 15°31'09" EAST 35.150 FEET; THENCE SOUTH 10°06'54" EAST 7.500 FEET TO A POINT ON THE ARC OF A 41.000 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (RADIUS POINT BEARS SOUTH 10°06'54" EAST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 93°57'05", A DISTANCE OF 61.230 FEET; THENCE SOUTH 75°56'02" WEST 7.500 FEET; THENCE SOUTH 86°38'59" WEST 25.444 FEET; THENCE SOUTH 75°56'02" WEST 7.500 FEET TO A POINT ON THE ARC OF A 30.500 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (RADIUS POINT BEARS SOUTH 75°56'02" WEST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°43'32", A DISTANCE OF 50.415 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 770.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°47'45", A DISTANCE OF 64.451 FEET; THENCE SOUTH 66°24'45" WEST 53.853 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°11'39", A DISTANCE OF 3.660 FEET; THENCE SOUTH 62°13'06" WEST 71.540 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 4°11'39", A DISTANCE OF 3.660 FEET; THENCE SOUTH 66°24'45" WEST 86.000 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 30.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 86°30'24", A DISTANCE OF 45.295 FEET; THENCE SOUTH 69°54'21" WEST 220.768 FEET TO A POINT ON THE EASTERLY HIGHWAY RIGHT-OF-WAY LINE OF SR-18; THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY LINE THE FOLLOWING (3) THREE COURSES: (1) NORTH 10°40'31" WEST 233.932 FEET; (2) NORTH 54°55'38" EAST 177.198 FEET; AND (3) NORTH 4°53'16" EAST 119.968 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 65°31'33" EAST 169.061 FEET TO A POINT ON THE ARC OF A 135.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS POINT BEARS NORTH 65°31'33" E); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°29'39" A DISTANCE OF 17.658 FEET; THENCE NORTH 58°01'54" EAST 101.995 FEET; THENCE NORTH 14°44'13" WEST 159.508 FEET; THENCE NORTH 25°56'57" EAST 172.447 FEET TO THE POINT OF BEGINNING

CONTAINS: 319,688 SQ. FT. (7.339 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, COMMON AREAS AND EASEMENTS HEREAFTER KNOWN AS:

ESCAPES AT THE LEDGES - PHASE 1

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS. A PERPETUAL EASEMENT SHALL BE CONVEYED TO THE CITY OF ST. GEORGE, OVER, ON, UNDER AND ACROSS ALL COMMON AREAS AND PRIVATE STREETS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE, BUT NOT THE GENERAL USE OF THE PUBLIC. ALL LOTS, PUBLIC STREETS, COMMON AREAS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. THE UNDERSIGNED OWNER ALSO DEDICATES TO THE COMMON USE OF THE THE ESCAPES AT THE LEDGES MEMBERS, BUT NOT THE USE OF THE GENERAL PUBLIC ALL COMMON AREAS SHOWN ON THIS PLAT. LOTS AND COMMON AREAS SHOWN ON THIS PLAT ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OF THE ESCAPES AT THE LEDGES, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT #________, ON THE ____ DAY OF ________, 2014, SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF ________, 2014

____
THE LEDGES AT SNOW CANYON, L.L.C.
BY: BRETT BURGESS, MANAGER

Subdivision Final Plat for

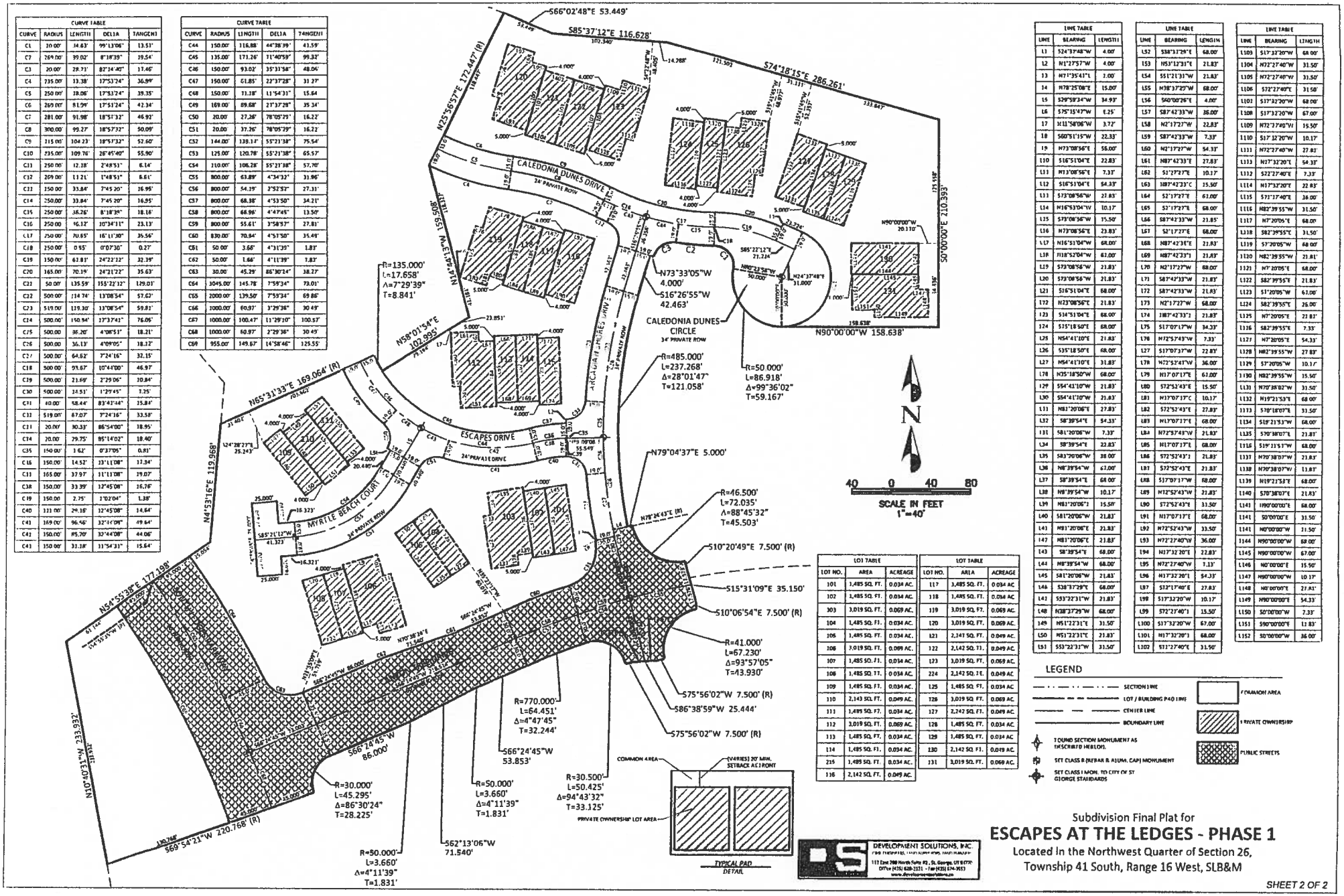
ESCAPES AT THE LEDGES - PHASE 1

Located in the Northwest Quarter of Section 26,
Township 41 South, Range 16 West, SLB&M

DEVELOPMENT SOLUTIONS, INC.

SHEET 1 OF 2

APPROVAL OF THE PLANNING AND ZONING MANAGER	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
I, PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF ________ A.D. 20__, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF ________ A.D. 20__	APPROVED AS TO FORM, THIS THE ____ DAY OF ________ A.D. 20__	ON THIS THE ____ DAY OF ________ A.D. 20__ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF ________ A.D. 20__ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF ________ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
PLANNING AND ZONING MANAGER, CITY OF ST. GEORGE	ENGINEER, CITY OF ST. GEORGE	CITY ATTORNEY, CITY OF ST. GEORGE	CHAIRMAN PLANNING COMMISSION, CITY OF ST. GEORGE	ATTEST: CITY RECORDER, CITY OF ST. GEORGE / MAYOR, CITY OF ST. GEORGE	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER



CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	30.00'	34.83'	99°13'06"	13.51'
C7	269.00'	99.02'	8°18'39"	19.54'
C3	20.00'	28.73'	82°14'40"	17.46'
C4	735.00'	13.38'	1°53'24"	36.99'
C5	250.00'	18.06'	1°53'24"	39.35'
C6	269.00'	81.59'	17°51'24"	42.34'
C7	281.00'	91.98'	18°45'32"	46.92'
C8	300.00'	99.27'	18°57'32"	50.09'
C9	315.00'	104.23'	18°57'32"	52.60'
C10	235.00'	109.76'	26°45'40"	55.90'
C11	250.00'	12.18'	2°48'51"	6.14'
C12	269.00'	13.21'	1°48'51"	6.61'
C13	250.00'	33.84'	7°45 20"	16.95'
C14	250.00'	33.84'	7°45 20"	16.95'
C15	250.00'	38.26'	8°18'39"	18.16'
C16	250.00'	16.12'	10°34'11"	23.13'
C17	250.00'	70.65'	16°11'30"	35.56'
C18	250.00'	0 65'	0°07'30"	0.27'
C19	150.00'	61.81'	24°22'12"	32.39'
C20	165.00'	70.19'	24°21'22"	35.63'
C21	50.00'	135.59'	155°22'12"	129.01'
C22	500.00'	114 74'	13°08'54"	57.62'
C23	519.00'	119.30'	13°08'54"	59.81'
C14	500.00'	150.94'	17°3'7'41"	76.06'
C15	500.00'	36.20'	4°08'51"	18.21'
C26	500.00'	36.13'	4°08'05"	18.12'
C27	500.00'	64.62'	7°24'16"	32.15'
C18	500.00'	93.67'	10°44'00"	46.97'
C19	500.00'	21.69'	2°29 06"	20.84'
C30	500.00'	24.51'	1°29'45"	7.25'
C31	40.00'	58.44'	83°42'44"	35.84'
C32	519.00'	87.07'	9°24'16"	33.58'
C33	20.00'	30.33'	86°54'00"	18.95'
C34	20.00	29.75'	85°14'02"	18.40'
C35	150.00'	1 62'	0°37'05"	0.81'
C16	150.00'	14.52'	13°11'08"	13.34'
C33	165.00'	37.97'	11°11'08"	19.07'
C38	150.00'	33.39'	12°45'08"	16.76'
C39	150.00'	2.75'	1°02'04"	1.38'
C40	131.00'	29.16'	12°45'08"	14.64'
C41	169.00'	96.46'	32°41'09"	49.64'
C42	150.00'	85.70'	32°44'08"	44.06'
C43	150.00'	31.18'	11°54'31"	15.64'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C44	150.00'	116.88'	44°38'39'	61.59'
C45	135.00'	171.26'	71°40'59"	99.32'
C46	150.00'	93.02'	35°31'58"	48.06'
C47	150.00'	61.85'	22°37'28"	31 27'
C48	150.00'	11.18'	11°54'31"	15.64
C49	169.00'	89.68'	21°37'28"	35 34'
C50	20.00'	27.26'	78°05'29'	16.22'
C51	20.00	37.26'	78°05'29"	16.22'
C52	144.00'	139.14'	55°21'38"	75.54'
C53	125.00'	120.78'	55°21'38"	65.57'
C54	110.00'	106.28'	55°21'38"	57.70'
C55	800.00'	63.89'	4°34'32"	31.96'
C56	800.00'	54.19'	2°52'57"	27.31'
C57	800.00'	68.38'	4°53'50"	34.21'
C58	800.00'	68.96'	4°47'45"	13.50'
C59	800.00'	55.61'	3°58'57"	27.81'
C60	830.00'	70.94'	4°53'50"	35.49'
C61	50 00'	3.66'	4°31'39"	1.83'
C62	50.00'	1.66'	4°11'39"	1.83'
C63	30.00	45.29'	86°30'24"	28.27'
C64	3045.00'	145.78'	7°59'34"	73.01'
C65	2000.00'	139.50'	7°59'34"	69 86'
C66	1000.00'	60.97'	3°29'38"	30 49'
C67	1000.00'	100.47'	11°29'10"	100.57'
C68	1000.00'	60.97'	2°29'38"	30 49'
C69	955.00'	149.67'	14°58'46"	125.55'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S24°37'48"W	4.00'
L2	N1°27'57"W	4.00'
L3	N71°35'43"E	1.00'
L4	N78°25'08"E	15.00'
L5	S29°59'34"W	34.93'
L6	S75°15'47"W	0.25'
L7	N11°58'06"W	3.72'
L8	S60°51'15"W	22.33'
L9	N73°08'56"E	58.00'
L10	S16°51'04"E	22.83'
L11	N73°08'56"E	7.33'
L12	S16°51'04"E	64.33'
L13	S73°08'56"W	21.83'
L14	N16°51'04"W	10.17'
L15	S73°08'56"W	15.50'
L16	N73°08'56"E	23.83'
L17	N16°51'04"W	68.00'
L18	N18°52'04"W	61.00'
L19	S73°08'56"W	21.83'
L20	S73°08'56"W	21.83'
L21	S16°51'04"E	68.00'
L22	N73°08'56"E	21.83'
L23	S16°51'04"E	68.00'
L24	S15°18'50"E	68.00'
L25	N54°41'10"E	21.83'
L26	S35°18'50"E	68.00'
L27	N54°41'10"E	31.83'
L28	N35°18'50"W	68.00'
L29	S54°41'10"W	21.83'
L30	S54°41'10"W	21.83'
L31	N81°20'06"E	27.83'
L32	S8°39'54"E	54.33'
L33	S81°20'06"W	7.33'
L34	S8°39'54"E	22.83'
L35	S81°20'06"W	38.00'
L36	N8°39'54"W	67.00'
L37	S8°39'54"E	68.00'
L38	N8°39'54"W	10.17'
L39	N81°20'06"E	15.50'
L40	S81°20'06"W	21.83'
L41	N81°20'06"E	21.83'
L42	N81°20'06"E	21.83'
L43	S8°39'54"E	68.00'
L44	N8°39'54"W	68.00'
L45	S81°20'06"W	21.83'
L46	S38°37'29"E	68.00'
L47	S53°22'31"W	21.83'
L48	N38°37'29"W	68.00'
L49	N51°22'31"E	31.50'
L50	N51°22'31"E	21.83'
L51	S53°22'31"W	31.50'

LINE TABLE		
LINE	BEARING	LENGTH
L52	S38°37'29"E	68.00'
L53	N53°12'31"E	21.83'
L54	S51°21'31"W	21.83'
L55	N38°37'29"W	68.00'
L56	S60°00'26"E	4.00'
L57	S87°42'33"W	86.00'
L58	N2°17'27"W	22.83'
L59	S87°42'33"W	7.33'
L60	N2°17'27"W	54.33'
L61	N87°42'33"E	27.83'
L62	S2°17'27"E	10.17'
L63	N87°42'33"E	15.50'
L64	S2°17'27"E	61.00'
L65	S2°17'27"E	68.00'
L66	S87°42'33"W	21.85'
L67	S2°17'27"E	68.00'
L68	N87°42'38"E	21.83'
L69	N87°42'33"E	21.83'
L70	N2°17'27"W	68.00'
L71	S87°42'33"W	21.83'
L72	S87°42'33"W	21.83'
L73	N2°17'27"W	68.00'
L74	N87°42'33"E	21.83'
L75	S17°07'17"W	34.33'
L76	N72°57'43"W	7.33'
L77	S17°07'37"W	22.83'
L78	N72°52'43"W	36.00'
L79	N17°07'17"E	61.00'
L80	S72°52'43"E	15.50'
L81	N17°07'17"E	10.17'
L82	S72°52'43"E	27.83'
L83	N17°07'17"E	68.00'
L84	N72°57'43"W	21.83'
L85	N17°07'17"E	68.00'
L86	S72°52'43"E	21.83'
L87	S72°52'43"E	21.83'
L88	S17°07'17"W	68.00'
L89	N72°52'43"W	21.83'
L90	S72°52'43"E	31.50'
L91	N17°07'17"E	68.00'
L92	N72°52'43"W	33.50'
L93	N72°27'40"W	36.00'
L94	N17°32'20"E	22.83'
L95	N72°27'40"W	7.33'
L96	N17°32'20"E	54.33'
L97	S72°17'40"E	27.83'
L98	S17°32'20"W	10.17'
L99	S72°27'40"E	15.50'
L100	S17°32'20"W	67.00'
L101	N17°32'20"E	68.00'
L102	S17°27'40"E	31.50'

LINE TABLE		
LINE	BEARING	LENGTH
L103	S17°32'20"W	68.00'
L104	N72°27'40"W	31.50'
L105	N72°27'40"W	33.50'
L106	S72°27'40"E	31.50'
L107	S17°32'20"W	68.00'
L108	S17°32'20"W	67.00'
L109	N72°27'40"W	15.50'
L110	S17°32'20"W	10.17'
L111	N72°27'40"W	27.83'
L113	N17°32'20"E	54.33'
L112	S72°27'40"E	7.33'
L114	N17°32'20"E	22.83'
L115	S72°17'40"E	36.00'
L116	N82°39'55"W	31.50'
L117	N7°20'05"E	68.00'
L118	S82°39'55"E	31.50'
L119	S7°20'05"W	68.00'
L120	N82°39'55"W	21.83'
L121	N7°20'05"E	68.00'
L122	S82°39'55"E	21.83'
L123	S7°20'05"W	61.00'
L124	S82°39'55"E	26.00'
L125	N7°20'05"E	22.83'
L126	S82°39'55"E	7.33'
L127	N7°20'05"E	54.33'
L128	N82°39'55"W	27.83'
L129	S7°20'05"W	10.17'
L130	N82°39'55"W	15.50'
L131	N70°38'02"W	31.50'
L132	N19°21'53"E	68.00'
L133	S70°38'07"E	31.50'
L134	S19°21'53"W	68.00'
L135	S70°38'07"E	21.83'
L136	S19°21'53"W	68.00'
L137	N70°38'07"W	21.83'
L138	N70°38'07"W	11.83'
L139	N19°21'53"E	68.00'
L140	S70°38'07"E	21.83'
L141	N90°00'00"E	68.00'
L141	S0°00'00"E	31.50'
L141	N0°00'00"W	31.50'
L144	N90°00'00"W	68.00'
L145	N90°00'00"W	67.00'
L146	N0°00'00"E	15.50'
L147	N90°00'00"W	10 17'
L148	N0°00'00"E	27.83'
L149	N90°00'00"E	54.33'
L150	S0°00'00"W	7.33'
L151	S90°00'00"E	12.83'
L152	S0°00'00"W	36.00'

LOT TABLE		
LOT NO.	AREA	ACREAGE
101	3,485 SQ. FT.	0.034 AC.
102	1,485 SQ. FT.	0.034 AC.
303	3,019 SQ. FT.	0.069 AC.
104	1,485 SQ. FT.	0.034 AC.
105	1,485 SQ. FT.	0.034 AC.
106	3,019 SQ. FT.	0.069 AC.
107	1,485 SQ. FT.	0.034 AC.
108	1,485 SQ. FT.	0.034 AC.
109	1,485 SQ. FT.	0.034 AC.
110	2,143 SQ. FT.	0.049 AC.
111	1,485 SQ. FT.	0.034 AC.
112	3,019 SQ. FT.	0.069 AC.
113	1,485 SQ. FT.	0.034 AC.
114	1,485 SQ. FT.	0.034 AC.
215	1,485 SQ. FT.	0.034 AC.
116	2,142 SQ. FT.	0.049 AC.

LOT TABLE		
LOT NO.	AREA	ACREAGE
117	3,485 SQ. FT.	0.034 AC
118	1,485 SQ. FT.	0.034 AC.
119	3,019 SQ. FT.	0.069 AC.
120	3,019 SQ. FT.	0.069 AC.
121	2,141 SQ. FT.	0.049 AC.
122	2,142 SQ. FT.	0.049 AC.
123	3,019 SQ. FT.	0.069 AC.
224	2,142 SQ. FT.	0.049 AC.
125	1,485 SQ. FT.	0.034 AC
126	3,019 SQ. FT.	0.069 AC.
127	2,242 SQ. FT.	0.049 AC.
128	1,485 SQ. FT.	0.034 AC.
129	1,485 SQ. FT.	0.034 AC
130	2,142 SQ. FT.	0.049 AC.
131	3,019 SQ. FT.	0.069 AC.

LEGEND

- SECTION LINE
- LOT / BUILDING PAD LINE
- CENTER LINE
- BOUNDARY LINE
- FOUND SECTION MONUMENT AS DESCRIBED HEREON.
- SET CLASS B (REBAR & ALUM. CAP) MONUMENT
- SET CLASS I MON. TO CITY OF ST GEORGE STANDARDS
- COMMON AREA
- PRIVATE OWNERSHIP
- PUBLIC STREETS

DEVELOPMENT SOLUTIONS, INC.
CIVIL ENGINEERING, LAND SURVEYING, PROJECT MANAGEMENT
111 East 200 North Suite #2, St. George, UT 84770
Office (435) 628-2131 - Fax (435) 674-3693
www.developmentsolutions.us

Subdivision Final Plat for

ESCAPES AT THE LEDGES - PHASE 1

Located in the Northwest Quarter of Section 26,
Township 41 South, Range 16 West, SLB&M

Vicinity

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

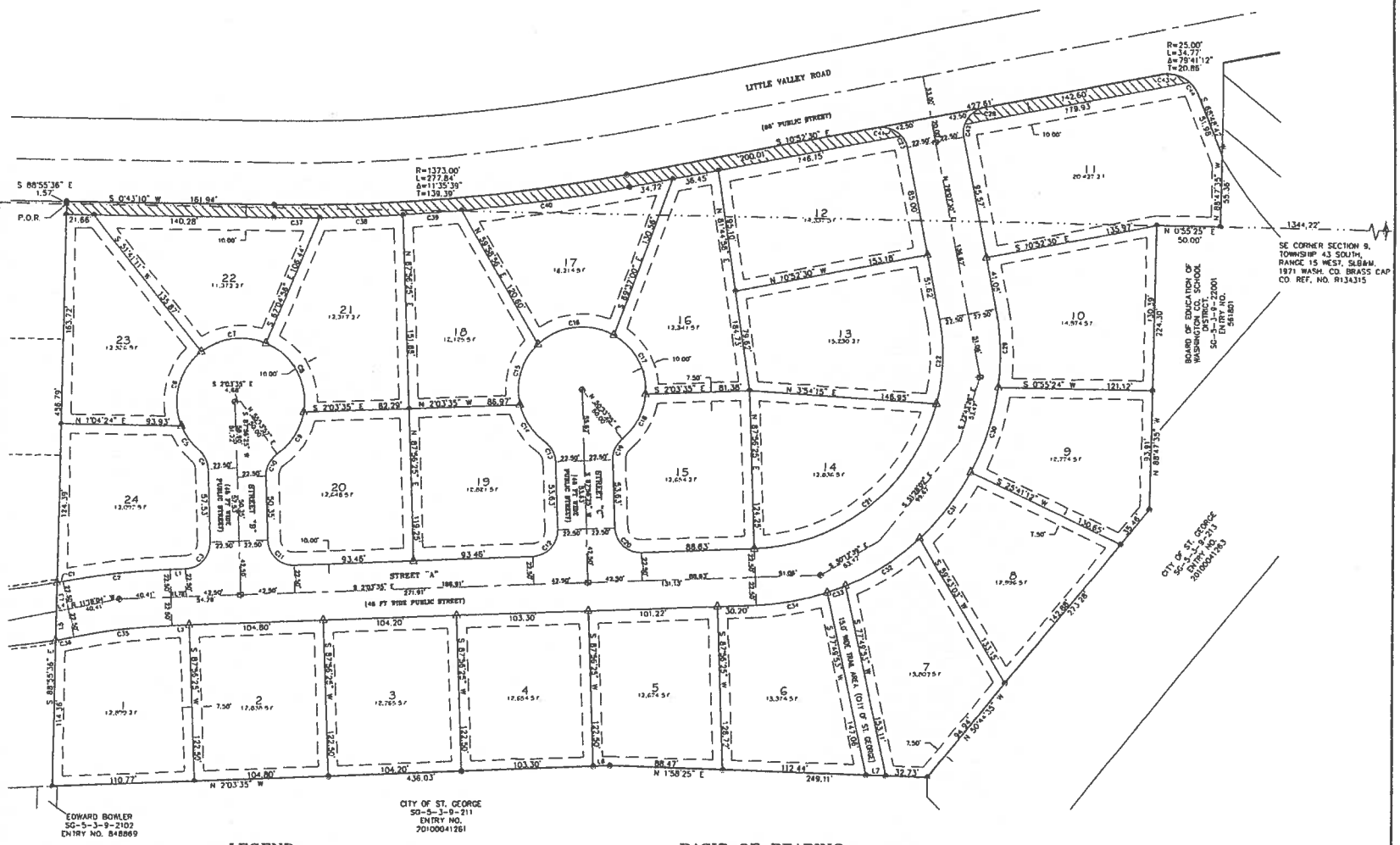
October 8, 2014

PCR ITEM 2C
Final Plat

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

Gentry Lane
Case No. 2014-FP-054

Request:	Approval of a 24 Lot Residential Subdivision Final Plat
Representative:	Bob Hermandson, Bush and Gudgell 205 E. Tabernacle St., Suite 4 St. George, UT 84770
Property:	Located between Mountain Ledge Drive & Horseman Park Dr. and west of Little Valley Road (in the Little Valley area at approximately 3000 South and Little Valley Road)
Zone:	RE-12.5
Staff Comments:	All aspects of this Final Plat were carefully looked at and reviewed by the Public Works 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. Note: The privacy wall on top of the retaining wall will need to be 50% see through, if the retaining wall exceeds 8 ft. in height (all walls shall meet City Ordinance)
P.C.:	The Planning Commission recommends approval subject to legal review.



CURVE TABLE				
CURVE NO	RADIUS	LENGTH	DELTA	TANGENT
C1	417.50'	4.55'	0°32'48"	2.28'
C2	327.50'	84.78'	9°14'29"	42.53'
C3	20.00'	31.42'	90°00'00"	20.00'
C4	20.00'	16.83'	47°31'44"	8.83'
C5	50.00'	33.51'	38°58'09"	11.97'
C6	50.00'	64.98'	74°28'20"	37.88'
C7	50.00'	53.43'	61°13'33"	29.56'
C8	50.00'	66.81'	76°33'34"	39.44'
C9	50.00'	39.83'	45°45'19"	21.10'
C10	20.00'	20.00'	57°17'32"	10.83'
C11	20.00'	31.42'	90°00'00"	20.00'
C12	20.00'	31.42'	90°00'00"	20.00'
C13	20.00'	18.33'	52°31'00"	9.89'
C14	50.00'	35.85'	41°04'47"	18.73'
C15	50.00'	52.10'	59°42'13"	28.70'
C16	50.00'	64.33'	73°44'05"	37.50'
C17	50.00'	55.71'	63°50'17"	31.15'
C18	50.00'	40.91'	46°53'38"	21.68'
C19	20.00'	18.33'	52°31'00"	9.89'
C20	20.00'	31.42'	90°00'00"	20.00'
C21	152.50'	195.41'	73°23'09"	113.71'
C22	122.50'	81.56'	72°23'48"	34.38'
C23	20.00'	10.47'	30°00'00"	5.36'
C24	20.00'	20.84'	60°00'00"	11.55'
C25	197.50'	67.13'	19°11'56"	31.63'
C26	197.50'	70.29'	20°23'37"	35.57'
C27	197.50'	66.02'	19°09'13"	33.33'
C28	197.50'	69.48'	20°09'01"	35.09'
C29	181.50'	15.17'	4°47'08"	7.59'
C30	197.50'	56.93'	16°31'00"	28.67'
C31	417.50'	77.09'	9°14'29"	38.59'
C32	372.50'	14.38'	1°44'36"	7.19'
C33	1383.00'	35.89'	1°29'13"	17.95'
C34	1383.00'	85.25'	3°47'08"	37.62'
C35	1383.00'	48.11'	1°54'37"	23.08'
C36	1383.00'	139.44'	5°29'47"	66.37'
C41	20.00'	20.84'	60°00'00"	11.55'
C42	20.00'	10.47'	30°00'00"	5.36'
C43	25.00'	33.16'	37°57'48"	17.50'
C44	33.00'	11.59'	28°33'14"	5.90'

LINE TABLE		
LINE NO	DIRECTION	LENGTH
L1	N 2°03'35" W	11.78'
L2	N 2°03'35" W	13.80'
L3	S 88°55'36" E	23.06'
L4	S 11°18'01" E	9.49'
L5	S 88°55'36" E	33.83'
L6	S 2°03'23" E	12.97'
L7	N 1°58'25" E	25.43'

LEGEND

- SECTIONAL MONUMENTATION (FOUND; TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, RING & LID SET TO CITY STANDARD).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 3, REBAR & ALUM. CAP SET TO CITY STANDARD)
- SPECIFIES FRONT LOT PROPERTY CORNER OFFSET RIVET, OR NAIL & WASHER SET & OFFSET DISTANCE NOTED).
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED BUSH & GUDGELL, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- AREA TO BE DEDICATED TO THE CITY OF ST. GEORGE AND ALSO BEING A 10.00' LANDSCAPE EASEMENT ALONG LITTLE VALLEY ROAD TO BE MAINTAINED BY THE CITY OF ST. GEORGE.

BASIS OF BEARING

BETWEEN THE EAST SECTION CORNER (HCN #330) AND THE SOUTHEAST CORNER S 0°55'25" W.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

GENTRY LANE SUBDIVISION

LOCATED IN
SE 1/4 OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 15 WEST.
SALT LAKE BASE ANB MERIDIAN

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
158 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-3331 Fax (435) 673-3161
www.bushandgudgell.com

Drawn : K.M. Date : 8/23/06
Designed : T.
Checked : BRH.
Approved : BRH.
Scale : 1"=40'
Job No : 131200

GENTRY LANE SUBDIVISION
LOCATED IN
SE 1/4 OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 15 WEST.
SALT LAKE BASE & MERIDIAN

SHEET 2
2 SHEETS
FILE: 131200FP

No	DATE	BY	Revision

GENERAL NOTES & RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED.

2. DRIVEWAY ACCESS RESTRICTIONS -- LOTS 11, 12, 16, 17, 18, 21, 22, & 23 SHALL HAVE NO ACCESS ONTO LITTLE VALLEY ROAD.

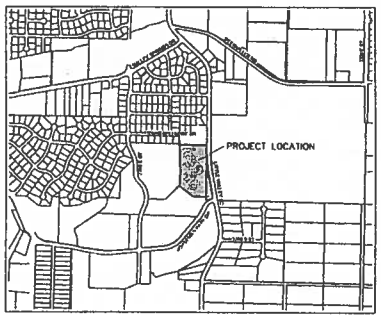
3. DOUBLE FRONTING LOTS REQUIRE PRIVACY WALLS WITH A 10.00 FOOT SETBACK MEASURED FROM THE BACK OF SIDEWALK/ROW ALONG LITTLE VALLEY ROAD AND ALONG THE REAR OF LOTS 11, 12, 16, 17, 18, 21, 22, & 23. THIS AREA SHALL BE LANDSCAPED AND MAINTAINED BY THE CITY OF ST. GEORGE.

4. SETBACKS ON ALL LOTS ARE AS FOLLOWS UNLESS OTHERWISE NOTED: 25 FOOT FRONT YARD SETBACK. 10 FOOT SIDE YARD SETBACK. 10 FOOT REAR YARD SETBACK.

5. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY GTS (GEOTECHNICAL TESTING SERVICES INC.). THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED DECEMBER 11, 2013. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.

6. CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRES ALL RESIDENTIAL SUBDIVISION LOT CORNERS TO BE SET WITH A REBAR AND CAP PRIOR TO OBTAINING A BUILDING PERMIT.

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, ROBERT R. HERMANDSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 8362432 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS THE

GENTRY LANE SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S 0°55'25" W 440.36 FEET ALONG THE EAST LINE OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE EAST 1/4 CORNER OF SAID SECTION, AND RUNNING THENCE S 88°55'38" E 1.57 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF LITTLE VALLEY ROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES, 1) S 0°43'10" W 161.94 FEET TO A POINT ON A 1373.00 FOOT RADIUS CURVE TO THE LEFT; 2) THENCE ALONG THE ARC OF SAID CURVE 277.84 FEET THROUGH A CENTRAL ANGLE OF 11°35'39"; 3) THENCE S 10°52'30" E 427.61 FEET TO A POINT ON A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 34.71 FEET THROUGH A CENTRAL ANGLE OF 79°31'12"; THENCE S 68°46'42" W 51.98 FEET; THENCE N 88°47'35" W 55.38 FEET ALONG THE EXTENTION OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 561801, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH, TO A POINT ON SAID SECTION LINE; THENCE N 0°55'25" E 50.00 FEET ALONG SAID PARCEL AND SAID SECTION LINE TO A POINT ON THE EXTENTION OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 20100041263, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID EXTENTION AND SAID PARCEL THE FOLLOWING TWO (2) COURSES, 1) N 88°47'35" W 224.30 FEET; 2) THENCE N 50°44'35" W 273.28 FEET TO A POINT ON A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 20100041261, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID PARCEL THE FOLLOWING (2) COURSES, 1) N 1°58'25" E 249.11 FEET; 2) THENCE N 2°03'35" W 436.03 FEET; THENCE S 88°55'36" E 456.79 FEET TO THE POINT OF BEGINNING

CONTAINS 398,432 SQ FT OR 9.147 ACRES MORE OR LESS

PROFESSIONAL LAND SURVEYOR
No. 8362432
ROBERT R. HERMANDSON
STATE OF UTAH

DATE

ROBERT R. HERMANDSON
REGISTERED LAND SURVEYOR
UTAH LICENSE NUMBER 8362432

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

ON THE ___ DAY OF _____ 20___ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____ WHO BEING BY ME DULY SWORN, DID SAY THAT __HE IS THE MANAGER/MEMBER OF PINE PARK ESTATES, LLC, AND THAT __HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF PINE PARK ESTATES, LLC, AND __HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME:_____
COMMISSION NUMBER:_____
MY COMMISSION EXPIRES:_____
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

OWNER'S DEDICATION

KNOWN BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, AND EASEMENTS HEREAFTER KNOWN AS:

GENTRY LANE SUBDIVISION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS EASEMENTS, ALL LOTS, EASEMENTS AND PUBLIC STREETS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ___ DAY OF _____ 20___.

PINE PARK ESTATES, LLC
(A UTAH LIMITED LIABILITY COMPANY)

MANAGING MEMBER

GENTRY LANE SUBDIVISION

LOCATED IN

SE 1/4 OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 15 WEST.
SALT LAKE BASE AND MERIDIAN

APPROVAL OF THE PLANNING AND ZONING OFFICIAL	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED No.
IT'S PLANNING AND ZONING OFFICIAL FOR THE CITY OF ST. GEORGE, HAVE THIS THE ___ DAY OF _____ A.D. 20_____ REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND DETERMINED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS _____ DAY OF _____ A.D. 20____	APPROVED AS TO FORM, THIS THE ___ DAY OF _____ A.D. 20____	ON THIS THE ___ DAY OF _____ A.D. 20_____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ___ DAY OF _____ A.D. 20_____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ___ DAY OF _____ A.D. 20_____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
PLANNING AND ZONING OFFICIAL, CITY OF ST. GEORGE	ENGINEER, CITY OF ST. GEORGE	CITY ATTORNEY, CITY OF ST. GEORGE	CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE, UTAH	ATTEST: CITY RECORDER, CITY OF ST. GEORGE MAYOR, CITY OF ST. GEORGE	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
396 East Tabernacle Suite 101
St. George, Utah 84770
Phone (435) 673-3339 Fax (435) 673-3161
www.bushandgudgell.com

No.	Date	By	Description

Drawn : DJC Date : 8.22.14
Designer :
Checked : RRH
Approved : RRH
Scale : 1"=1'
Job No : 131200

GENTRY LANE SUBDIVISION
LOCATED IN
SE 1/4 OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 15 WEST.
SALT LAKE BASE & MERIDIAN

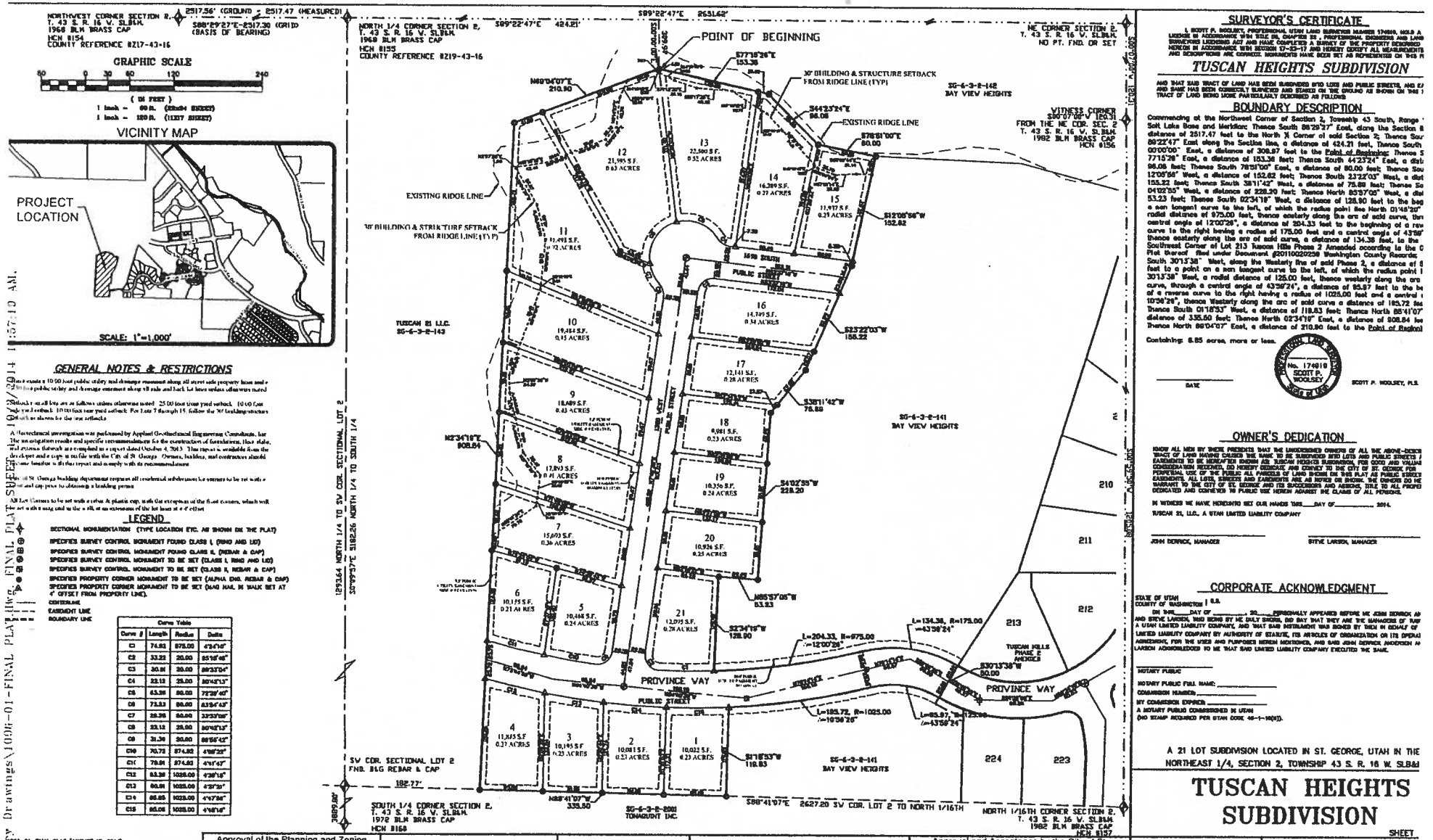
SHEET 1
2 SHEETS
FILE: 131200FP

PCR ITEM 2D
Final Plat

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

FINAL PLAT
Tuscan Heights
Case No. 2014-FP-057

Request:	Approval of an 21 Lot Residential Subdivision Final Plat
Representative:	Scott Woolsey, Alpha Engineering 43 South 100 East #100 St. George, UT 84770
Property:	Located at the west end of Province Way (in the Tonaquint area at approximately 1790 South and 1380 West)
Zone:	PD-R
Staff Comments:	All aspects of this Final Plat were carefully looked at and reviewed by the Public Works 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. Note: The entire roadway needs to first come in / be recorded (from adjacent Tuscan Hills Ph 3 Final Plat – see item 2E this CC agenda)
P.C.:	The Planning Commission recommends approval subject to legal review.



SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, PROFESSIONAL LAND SURVEYOR NUMBER 174819, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

DATE

SCOTT P. WOOLSEY, P.L.S.

TUSCAN HEIGHTS SUBDIVISION

AND THAT SAID TRACT OF LAND HAS BEEN SURVEYED INTO LOTS AND PUBLIC STREETS, AND EA AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS P TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

Commencing at the Northwest Corner of Section 2, Township 43 South, Range Salt Lake Base and Meridian; Thence South 88°29'27" East, along the Section li distance of 2517.47 feet to the North ¼ Corner of said Section 2; Thence Sou 88°22'47" East along the Section line, a distance of 424.21 feet, Thence South 00°00'00" East, a distance of 308.87 feet to the Point of Beginning; Thence S 77°16'26" East, a distance of 153.38 feet; Thence South 44°23'24" East, a dist 96.08 feet; Thence South 78°51'00" East, a distance of 80.00 feet; Thence Sou 12°08'56" West, a distance of 152.62 feet; Thence South 23°22'03" West, a dist 186.22 feet; Thence South 38°11'42" West, a distance of 78.88 feet; Thence So 41°02'55" West, a distance of 228.20 feet; Thence North 83°37'05" West, a dist 53.23 feet; Thence South 02°34'19" West, a distance of 128.80 feet to the beg a non tangent curve to the left, of which the radius point lies North 01°48'20" radial distance of 975.00 feet, thence easterly along the arc of said curve, thr central angle of 12°00'26", a distance of 204.33 feet to the beginning of a rev curve to the right having a radius of 175.00 feet and a central angle of 43°58' thence easterly along the arc of said curve, a distance of 134.38 feet, to the Southwest Corner of Lot 213 Tuscan Hills Phase 2 Amended according to the C Plat thereof filed under Document #20110022028 Washington County Records; South 30°13'38" West, along the Westerly line of said Phase 2, a distance of 8 feet to a point on a non tangent curve to the left, of which the radius point l 30°13'38" West, a radial distance of 125.00 feet, thence westerly along the arc curve, through a central angle of 43°58'24", a distance of 95.97 feet to the be of a reverse curve to the right having a radius of 1025.00 feet and a central a 10°36'26", thence Westerly along the arc of said curve a distance of 185.72 fee Thence South 01°16'53" West, a distance of 118.83 feet; Thence North 88°41'07" distance of 335.80 feet; Thence North 02°34'19" East, a distance of 808.84 fee Thence North 88°04'07" East, a distance of 210.90 feet to the Point of Beginni

Containing: 6.85 acres, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE-DESCR TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND PUBLIC STREETS EASEMENTS TO BE HEREAFTER KNOWN AS TUSCAN HEIGHTS SUBDIVISION, FOR GOOD AND VALUAB CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREET EASEMENTS, ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HE WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL FENCE DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST ANY CLAIMS OF ALL PERSONS.

IN WITNESS WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 2014.

TUSCAN 21, LLC., A UTAH LIMITED LIABILITY COMPANY

JOHN DERRICK, MANAGER

STEVE LARSEN, MANAGER

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME JOHN DERRICK AN AND STEVE LARSEN, WHO BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE MANAGERS OF SAI A UTAH LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED BY THEM IN BEHALF OF LIMITED LIABILITY COMPANY BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERAT AGREEMENT, FOR THE USES AND PURPOSES HEREIN MENTIONED, AND SAID JOHN DERRICK AND STEVE LARSEN ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER STAT. CODE 46-1-16(6)).

A 21 LOT SUBDIVISION LOCATED IN ST. GEORGE, UTAH IN THE NORTHEAST 1/4, SECTION 2, TOWNSHIP 43 S. R. 16 W. SLB&M

TUSCAN HEIGHTS SUBDIVISION

SHEET

Approval of the Planning and Zoning Official	Engineer's Approval	Approval as to Form	Approval of the Planning Commission	Approval and Acceptance by the City of St. George, Utah	Treasurer Approval	Recorded Number
I, Planning and Zoning Official for the City of St. George, have this the ____ day of _____ A.D. 20____, reviewed the above Subdivision Plat and recommended the same for acceptance by the City of St. George, Utah.	The hereon Subdivision Plat has been reviewed and is approved in accordance with the information on file in this office this ____ day of _____, A.D. 20____	Approved as to Form, this the ____ day of _____, A.D. 20____	On this the ____ day of _____ A.D. 20____ the Planning Commission of the City of St. George, having reviewed the above Subdivision Plat and having found that it complies with the requirements of the City's Planning Ordinances, and by authority of said Commission hereby approve said Plat for acceptance by the City of St. George, Utah.	We, the Mayor and City Council of the City of St. George, Utah, have reviewed the above Subdivision Plat and by authorization of said City Council, record in the minutes of its meeting of the ____ day of _____ A.D. 20____ hereby accept said Plat with all commitments and obligations pertaining thereto.	I Washington County Treasurer, certify on this ____ day of _____ A.D. 20____ that all taxes, special assessments, and fees due and owing on this Final Plat have been paid in full.	
Planning and Zoning Official City of St. George	Engineer City of St. George	City Attorney City of St. George	Chairman Planning Commission City of St. George	Attest: City Recorder City of St. George / Mayor City of St. George	Washington County Treasurer	

ALPHA ENGINEERING
43 South 100 East, Suite 100 · St George, Utah 84770
P: 435.628.6500 · F: 435.628.6553 · alphaengineering.com

P:\1096-01\Drawings\1096-01-FINAL PLAT.dwg, FINAL PLAT, 10/2/2014 11:57:10 AM, swoolsey
1096-01-FINAL PLAT (AUGUST 13, 2014)

MORTGAGEE'S CONSENT TO RECORD

E & B PROPERTIES, LTD. A UTAH LIMITED PARTNERSHIP, A MORTGAGEE OF RECORD OF THE HEREIN DESCRIBED TRACT OF LAND, AND DOES GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THE PLAT, CONSENT TO THE DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS PERTAINING TO THIS PLAT, AND JOINS IN ALL DEDICATIONS.

BY:_____

J. BURTON BURGESS, TRUSTEE OF THE J. BURTON BURGESS AND EVELYN H. BURGESS TRUST DATED APRIL 4, 1996.

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF UTAH)
)SS.
COUNTY OF WASHINGTON)

ON THE _____ DAY OF _____ 20____, PERSONALLY APPEARED BEFORE ME _____ AND KNOWN TO ME TO BE THE TRUSTEE OF THE J. BURTON BURGESS AND EVELYN H. BURGESS TRUST DATED APRIL 4, 1996, THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT OF SAID J. BURTON BURGESS AND EVELYN H. BURGESS TRUST DATED APRIL 4, 1996 FOR THE USES AND PURPOSES HEREIN STATED.

_____
NOTARY PUBLIC

NOTARY PUBLIC FULL NAME:_____

COMMISSION NUMBER:_____

MY COMMISSION EXPIRES:_____

A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16).

MORTGAGEE'S CONSENT TO RECORD

INVESTMENT TREE L.L.C., A UTAH LIMITED LIABILITY COMPANY, A MORTGAGEE OF RECORD OF THE HEREIN DESCRIBED TRACT OF LAND, AND DOES GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THE PLAT, CONSENT TO THE DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS PERTAINING TO THIS PLAT, AND JOINS IN ALL DEDICATIONS.

_____ _____

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF UTAH)
)SS.
COUNTY OF WASHINGTON)

ON THE _____ DAY OF _____ 20____, PERSONALLY APPEARED BEFORE ME _____ AND KNOWN TO ME TO BE THE _____ OF INVESTMENT TREE L.L.C., THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF INVESTMENT TREE L.L.C., DULY AUTHORIZED BY INVESTMENT TREE L.L.C. THROUGH ITS BOARD OF DIRECTORS OR OTHERWISE, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS SAID INSTRUMENT AND IN FACT EXECUTED THIS SAID INSTRUMENT ON BEHALF OF INVESTMENT TREE LLC.

_____
NOTARY PUBLIC

NOTARY PUBLIC FULL NAME:_____

COMMISSION NUMBER:_____

MY COMMISSION EXPIRES:_____

A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16).

SHEET 2 OF 2

TUSCAN HEIGHTS SUBDIVISION

A 21 LOT SUBDIVISION LOCATED IN ST. GEORGE, UTAH IN THE NORTHEAST 1/4, SECTION 2, TOWNSHIP 43 S. R. 16 W. SLB&M

ALPH ENGINEERING

43 South 100 East, Suite 100 - St George, Utah 84770
T 435.628.6500 - F 435.628.6553 - alphaengineering.com

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PCR ITEM 2E
Final Plat

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

FINAL PLAT
Tuscan Hills Phase 3
Case No. 2014-FP-051

Request:	Approval of a 7 Lot Residential Subdivision Final Plat
Representative:	Scott Woolsey, Alpha Engineering 43 South 100 East #100 St. George, UT 84770
Property:	Located at the west end of Province Way (in the Tonaquint area at approximately 1780 South and 1310 West)
Zone:	PD-R
Staff Comments:	All aspects of this Final Plat were carefully looked at and reviewed by the Public Works 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.

VICINITY MAP

SCALE: 1"=1,000'

GENERAL NOTES & RESTRICTIONS

1. There exists a 10.00 foot public utility and drainage easement along all street side property lines and a 5.00 foot public utility and drainage easement along all side and back lot lines unless otherwise noted.
2. Setbacks on all lots are as follows unless otherwise noted: 25.00 foot front yard setback, 10.00 foot side yard setback, 10.00 foot rear yard setback.
3. A geotechnical investigation was performed by Applied Geotechnical Engineering Consultants, Inc. The investigation results and specific recommendations for the construction of foundations, floor slabs, and exterior flatwork are compiled in a report dated October 4, 2013. This report is available from the developer and a copy is on file with the City of St. George. Owners, builders, and contractors should become familiar with this report and comply with its recommendations.
4. City of St. George building department requires all residential subdivision lot corners to be set with a rebar and cap prior to obtaining a building permit.
5. All Lot Corners to be set with a rebar & plastic cap, with the exception of the front corners, which will be set with a nail in the walk at an extension of the lot lines at a 4' offset.

Curve Table			
Curve #	Length	Radius	Delta
C1	81.12	175.00	20°00'44"
C2	44.61	30.00	85°11'50"
C3	37.77	30.00	72°08'09"
C4	79.99	975.00	4°42'02"
C5	102.03	975.00	5°59'44"
C6	80.52	1025.00	4°30'03"
C7	81.50	1025.00	4°33'20"
C8	46.81	125.00	21°27'24"
C9	46.81	125.00	21°27'24"
C10	49.16	125.00	22°32'00"

MORTGAGEE'S CONSENT TO RECORD

TYDON CAPITAL L.L.C., A MORTGAGEE OF RECORD OF THE HEREON DESCRIBED TRACT OF LAND, AND DOES GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THE PLAT, CONSENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PERTAINING TO THIS PLAT, AND JOINS IN ALL DEDICATIONS.

____

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF UTAN)
)SS.
COUNTY OF ________)

ON THE ________ DAY OF ______________ 20____, PERSONALLY APPEARED BEFORE ME ______________, AND KNOWN TO ME TO BE THE ______________ OF TYDON CAPITAL LLC. THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF TYDON CAPITAL LLC; DULY AUTHORIZED BY TYDON CAPITAL LLC. THROUGH IT'S BOARD OF DIRECTORS OR OTHERWISE, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS SAID INSTRUMENT AND IN FACT EXECUTED THIS SAID INSTRUMENT ON BEHALF OF TYDON CAPITAL LLC.

____
NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: ______________
COMMISSION NUMBER: ______________
MY COMMISSION EXPIRES: ______________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16).

LEGEND

- SECTIONAL MONUMENTATION (TYPE LOCATION ETC. AS SHOWN ON THE PLAT)
- SPECIFIES SURVEY CONTROL MONUMENT FOUND CLASS I, (RING AND LID)
- SPECIFIES SURVEY CONTROL MONUMENT FOUND CLASS II, (REBAR & CAP)
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS I, RING AND LID)
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & CAP)
- SPECIFIES PROPERTY CORNER MONUMENT TO BE SET (ALPHA ENG. REBAR & CAP)
- SPECIFIES PROPERTY CORNER MONUMENT TO BE SET (MAG NAIL IN WALK SET AT 4' OFFSET FROM PROPERTY LINE).
- CENTERLINE
- EASEMENT LINE
- BOUNDARY LINE

SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 174819, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

TUSCAN HILLS PHASE 3 SUBDIVISION

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS AND PUBLIC STREETS, AND EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

Commencing at the North ¼ Corner of Section 2, Township 43 South, Range 16 West, Salt Lake Base and Meridian; Thence South 89°22'47" East along the Section line, a distance of 841.78 feet; Thence South 00°00'00" East, a distance of 1303.75 to the Point of Beginning, said point being the Southwesterly corner of Tuscan Hills Phase 2 Amended according to the Official Plat thereof filed under Document #20110020238, Official Washington County Records; Thence North 88°41'07" West, along the 1/16th Section line, a distance of 319.99 feet; Thence North 01°18'53" East, a distance of 118.83 feet; Thence North 22°42'50" West, a distance of 53.35 feet; Thence North 02°34'18" East, a distance of 128.90 feet; Thence South 85°37'05" East, a distance of 53.23 feet; Thence South 87°25'41" East, a distance of 151.59 feet; Thence North 71°31'00" East, a distance of 49.09 feet; Thence South 81°48'07" East, a distance of 142.55 feet, to a point on the Westerly line of said Tuscan Hills Phase 2 Amended; Thence the following four (4) courses along said boundary line: South 32°24'48" West, a distance of 123.58 feet; Thence South 30°13'34" West, a distance of 50.00 feet to the beginning of a non tangent curve to the left, of which the radius point lies North 30°20'00" East, a radial distance of 205.66 feet, thence southeasterly along the arc of said curve, through a central angle of 10°02'32", a distance of 36.81 feet; Thence South 00°58'21" West, a distance of 128.28 feet to the Point of Beginning.

Containing: 2.28 acres, more or less.

____
DATE

No. 174819 SCOTT P. WOOLSEY

SCOTT P. WOOLSEY, PLS. #174819

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE-DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND PUBLIC STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS: TUSCAN HILLS PHASE 3 SUBDIVISION, FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF ____________ 2014.

BAY VIEW HEIGHTS LLC., A UTAH LIMITED LIABILITY COMPANY

____
GUY M. HASKELL, MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS ____ DAY OF ________ 20____ PERSONALLY APPEARED BEFORE ME GUY M. HASKELL, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF BAY VIEW HEIGHTS LLC., A UTAH LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED BY HIM IN BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES HEREIN MENTIONED, AND SAID GUY M. HASKELL ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

____
NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: ______________
COMMISSION NUMBER: ______________
MY COMMISSION EXPIRES: ______________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE 46-1-16(6)).

A 7 LOT SUBDIVISION LOCATED IN ST. GEORGE, UTAH IN THE NORTHEAST 1/4, SECTION 2, TOWNSHIP 43 S. R. 16 W. SLB&M.

TUSCAN HILLS PHASE 3 SUBDIVISION

T034-01-FINAL PLAT (AUGUST 12, 2014)

ALPHA ENGINEERING
43 South 100 East Suite 100 · St George, Utah 84770
435.628.6500 · F 435.628.6553 · alphaengineering.com

Approval of the Planning and Zoning Official	Engineer's Approval	Approval as to Form	Approval of the Planning Commission	Approval and Acceptance by the City of St. George, Utah	Treasurer Approval	Recorded Number
I, Planning and Zoning Official for the City of St. George, have this the ____ day of __________ A.D. 20____, reviewed the above Subdivision Plat and recommended the same for acceptance by the City of St. George, Utah.	The hereon Subdivision Plat has been reviewed and is approved in accordance with the information on file in this office this ____ day of __________, A.D. 20____	Approved as to Form, this the ____ day of __________, A.D. 20____	On this the ____ day of __________ A.D. 20____ the Planning Commission of the City of St. George, having reviewed the above Subdivision Plat and having found that it complies with the requirements of the City's Planning Ordinances, and by authority of said Commission hereby approve said Plat for acceptance by the City of St. George, Utah.	We, the Mayor and City Council of the City of St. George, Utah, have reviewed the above Subdivision Plat and by authorization of said City Council, record in the minutes of its meeting of the ____ day of __________ A.D. 20____ hereby accept said Plat with all commitments and obligations pertaining thereto.	I, Washington County Treasurer, certify on this ____ day of __________ A.D. 20____ that all taxes, special assessments, and fees due and owing on this Final Plat have been paid in full.	
Planning and Zoning Official City of St. George	Engineer City of St. George	City Attorney City of St. George	Chairman Planning Commission City of St. George	Attest: City Recorder City of St. George — Mayor City of St. George	Washington County Treasurer	

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PCR ITEM 3A
Final Plat Amended

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

FINAL PLAT
Emerald Ridge Amended
Case No. 2014-FPA-062

Request: Approval of an Amended Residential Subdivision Final Plat

Representative: Bob Hermandson, Bush and Gudgell
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at 1806 North Dixie Downs Road

Zone: PD-R

Staff Comments: The purpose of this Amended Final Plat is to add Lot 47 and make the temporary turn-a-round a permanent turn-a-round. No other changes were made or intended.

FYI – This Final Plat Amendment was previously approved by City Council on April 19, 2012 but never got recorded. Because the approval of the plat expired one year after it got approved it needs to be reapproved. Also 100% of the consents were given so no public hearing is required.

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

P.C.: The Planning Commission recommends approval.

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD	BEARING
C1	600.00	6.10	3.05	0°34'57"	6.10	S01°26'48"W
C2	560.00	47.67	23.95	4°53'50"	47.65	S03°38'15"W
C3	560.00	484.50	258.58	49°34'15"	469.53	S30°50'17"W
C4	20.00	33.12	21.79	94°53'46"	29.47	S41°23'46"E
C5	320.00	57.42	28.79	10°18'53"	57.34	N83°42'13"W
C6	20.00	32.99	21.64	94°30'24"	29.37	N54°11'02"E
C7	477.50	32.41	18.21	3°53'20"	32.40	S08°52'30"W
C8	477.50	14.59	7.29	1°45'01"	14.59	S11°41'40"W
C9	477.50	52.90	26.47	6°20'49"	52.87	S15°44'35"W
C10	477.50	52.90	26.46	6°20'50"	52.87	S22°05'25"W
C11	477.50	52.90	26.48	6°20'50"	52.87	S28°26'15"W
C12	477.50	52.87	26.46	6°20'38"	52.84	S34°46'59"W
C13	427.50	58.37	28.22	6°45'49"	58.33	S41°20'12"W
C14	30.00	12.97	6.59	24°45'48"	12.87	N32°20'13"E
C15	35.00	78.33	72.12	128°13'36"	62.98	S84°04'06"W
C16	35.00	80.66	78.87	132°02'03"	63.96	N34°11'56"E
C17	30.00	30.96	17.03	59°09'30"	29.62	S70°38'12"W
C18	442.50	110.60	55.59	14°19'14"	110.31	S33°53'50"W
C19	442.50	153.62	77.59	19°53'29"	152.85	S16°47'28"W
C20	20.00	33.53	22.24	96°04'06"	29.74	S41°11'19"E
C21	20.00	31.28	19.87	89°37'17"	28.19	S45°58'00"W
C22	20.00	31.60	20.16	90°30'51"	28.41	S44°08'04"E
C23	42.50	2.40	1.20	3°13'55"	2.40	N89°01'32"E
C24	42.50	28.52	14.82	38°27'10"	27.99	N68°11'00"E
C25	25.00	28.53	16.04	65°22'32"	27.00	N16°16'09"E
C26	35.00	108.12	1334.27	176°59'41"	69.98	N72°04'43"E
C27	35.00	41.77	23.78	68°22'53"	39.34	S14°46'00"W
C28	35.00	25.56	13.38	41°50'58"	25.00	S89°52'54"W
C31	77.50	56.38	29.50	41°41'03"	55.15	N69°47'56"E
C32	132.50	25.45	12.76	11°00'18"	25.41	S85°08'21"W
C33	617.50	64.80	32.43	6°00'46"	64.77	N82°38'35"E
C34	20.00	29.49	18.16	84°29'37"	26.89	S43°24'10"W
C35	20.00	33.60	22.31	96°14'36"	29.78	S46°57'57"E
C36	582.50	53.64	26.84	5°16'33"	53.62	N82°16'29"E
C37	167.50	17.03	8.52	5°49'34"	17.03	S82°32'59"W
C38	20.00	29.43	18.11	84°18'25"	26.84	N43°18'34"E
C39	20.00	26.06	16.90	80°23'43"	25.82	N39°02'30"W
C40	280.00	62.00	31.13	12°41'14"	61.87	N82°30'02"W
C41	20.00	31.42	20.00	90°00'00"	28.28	S46°09'21"W

LINE TABLE

LINE	LENGTH	BEARING
L1	20.00	N79°10'50"W
L2	20.19	S77°25'49"E
L3	20.02	S71°05'00"E
L4	20.00	S84°44'10"E
L5	20.00	S58°23'20"E
L6	20.25	S52°02'42"E
L7	24.43	N55°11'13"W
L8	40.83	N61°43'26"W
L9	36.56	N00°12'47"W
L10	23.21	N63°15'47"W
L11	19.94	N88°50'39"W
L12	19.94	N88°50'39"W
L13	19.94	N88°50'39"W
L14	19.94	N88°50'39"W
L15	19.94	N88°50'39"W
L16	19.94	N88°50'39"W
L17	19.94	N88°50'39"W
L18	19.94	N88°50'39"W
L19	19.94	N88°50'39"W
L20	19.94	N88°50'39"W
L21	19.94	N88°50'39"W
L22	19.94	N88°50'39"W
L23	19.94	N88°50'39"W
L24	20.00	S00°38'30"W
L25	48.16	S00°38'30"W
L26	20.00	N41°02'35"W
L27	20.00	N41°02'35"W
L28	23.58	N70°59'05"W
L29	20.00	N00°38'30"E
L30	20.00	S00°38'30"W
L31	20.00	N00°38'30"E
L32	19.19	N24°22'17"E
L33	25.20	S54°06'55"W
L34	20.00	S88°50'39"E
L35	20.00	S88°50'39"E
L36	20.00	S88°50'39"E
L37	20.00	S88°50'39"E
L38	20.00	S88°50'39"E
L39	20.00	S88°50'39"E
L40	20.00	S88°50'39"E
L41	20.00	S88°50'39"E
L42	20.00	S88°50'39"E
L43	20.00	S88°50'39"E
L44	20.00	S88°50'39"E
L45	20.00	S88°50'39"E
L46	20.00	S88°50'39"E
L47	21.54	N70°28'10"W

Amendment Note

THE PURPOSE OF THIS AMENDMENT IS TO CREATE A BUILDING PAD (47) TO THE EAST OF PAD 26, TO ELIMINATE A PORTION OF A PLATTED 35.00' PRIVATE STREET THAT RUNS TO THE MOST EASTERLY BOUNDARY OF EMERALD RIDGE, AND TO MAKE PERMANENT THE "TEMPORARY TURNAROUND" AT THE END OF SAID 35.00' PRIVATE STREET. C26 & C27 WERE ADDED TO THE CURVE TABLE WHILE C29 & C30 WERE REMOVED FROM SAID TABLE. SET A NEW CLASS I SURVEY CONTROL MONUMENT AT THE CENTER OF THE TURNAROUND. NO OTHER CHANGES WERE INTENDED BY THIS AMENDMENT.

SURVEYOR'S CERTIFICATE

I, ROBERT R. HERMANDSON, ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER 6362432 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE SUPERVISED AND COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT, TO BE HEREAFTER KNOWN AS:

EMERALD RIDGE AMENDED

DESCRIBED AS FOLLOWS:
AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS AND PRIVATE STREETS AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 SOUTH, RANGE 16 WEST, AND THE SOUTHWEST 1/4 OF SECTION 11, T. 42 S. R. 16 W. SLB&M. SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, T. 42 S. R. 16 W. SLB&M; THENCE S 01°09'21" W ALONG THE SECTION LINE 299.28 FEET TO THE POINT OF BEGINNING; THENCE S 88°50'39" E 40.00 FEET, TO THE SOUTHEAST CORNER OF DIXIE DOWNS ROAD, AS SHOWN ON DEDICATION # 586530, THENCE THE FOLLOWING 2 COURSES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEDICATION; THENCE N 01°09'21" E 333.16 FEET TO THE POINT OF CURVATURE OF A 560.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE 532.36 FEET, THROUGH A CENTRAL ANGLE OF 54°28'06"; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND RUNNING S 31°49'06" E 304.14 FEET; THENCE S 52°31'33" W 215.92 FEET; THENCE S 31°14'22" E 41.86 FEET; THENCE S 01°24'14" W 205.24 FEET; THENCE S 88°35'46" E 27.53 FEET; THENCE S 01°27'31" W 249.55 FEET; THENCE N 88°32'29" W 28.97 FEET; THENCE S 01°10'06" W 265.29 FEET; THENCE S 88°44'54" E 367.34 FEET; THENCE S 01°24'14" W 62.82 FEET; THENCE N 89°11'37" W 39.56 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE 14.81 FEET, THROUGH A CENTRAL ANGLE OF 41°50'58" TO THE POINT OF TANGENCY; THENCE S 48°57'25" W 271.07 FEET; THENCE N 89°21'30" W 405.53 FEET TO A POINT ON THE SECTION LINE; THENCE N 01°09'21" E 610.82 FEET TO THE POINT OF BEGINNING.
CONTAINING: 10.120 ACRES

DATE:
ST. GEORGE, UTAH
BUSH AND GUDGELL INC.

PROFESSIONAL LAND SURVEYOR No. 6362432 ROBERT R. HERMANDSON STATE OF UTAH

ROBERT R. HERMANDSON
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER 6362432

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE-DESCRIBED TRACT OF OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND COMMON AREAS (INCLUDING PRIVATE ROADS), AND A PUBLIC STREET AS SHOWN, TO BE HEREAFTER KNOWN AS:

EMERALD RIDGE AMENDED

DO HEREBY DEDICATE TO THE COMMON USE OF THE (HOME OWNERS ASSOCIATION)(PROPERTY OWNERS), BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AND LIMITED COMMON AREAS (INCLUDING PRIVATE STREETS) SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION OF SAID COMMON AND LIMITED COMMON AREAS AS MORE FULLY PROVIDED IN THE "DEDICATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS" APPLICABLE TO ENTRY NO.________ BOOK________ PAGES________ DATED________ SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHT AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE, PUBLIC STREETS AND EASEMENTS OVER, ON, UNDER AND ACROSS ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE ROADWAYS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL DEDICATIONS AND CONVEYANCES GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

FRANK G. LINDHARDT
GENERAL MANAGER FOR:
SHADOW GLEN 420, INC.
(A NEVADA CORPORATION)

GENERAL NOTES & RESTRICTIONS

1) ALL COMMON, LIMITED COMMON AREAS AND PRIVATE ROADS SHALL HAVE AN EASEMENT FOR TELEPHONE, SEWER, GAS, WATER, POWER AND DRAINAGE EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS AND SUCH EASEMENTS SHALL BE SUBJECT TO THE RIGHT OF THE CITY OF ST. GEORGE TO REQUIRED THE HOME OWNER'S ASSOCIATION TO ASSESS IT'S MEMBERS TO REPAIR OR REPLACE STREETS OR UTILITIES WHERE NEEDED (SEE DECLARATION).

2) MINIMUM BUILDING SETBACK REQUIREMENTS ARE INCORPORATED INTO THE PAD LAYOUT AS SHOWN. ALL STRUCTURES SHALL BE BUILT ENTIRELY WITHIN THEIR RESPECTIVE PADS. THERE SHALL BE A MINIMUM 20 FOOT SETBACK TO GARAGE AND 25 FEET MINIMUM ON PUBLIC STREETS. REAR YARD SET BACK TO BE A MINIMUM OF 10 FEET UNLESS ADJOINING A PUBLIC STREET. THE SET BACK SHALL BE A MINIMUM OF 20 FEET ADJOINING PUBLIC STREETS, WITH A 6 FOOT HIGH BLOCK WALL. NO SIDEYARD PRIVACY WALLS SHALL BE CONSTRUCTED BETWEEN UNITS SEPARATED BY LESS THAN 16 FEET PER CITY ORDINANCE.

3) A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY SOUTHWEST TESTING. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS AND FLOOR SLABS ARE COMPLIED IN A REPORT DATED JANUARY 8, 1998. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNER, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.

4) ALL SEWER AND DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST. GEORGE. POWER AND WATER IMPROVEMENTS ARE PUBLIC UP TO AND INCLUDING THE METERS FOR INDIVIDUAL UNITS, UNLESS OTHERWISE APPROVED.

5) NOTWITHSTANDING THE PRIVATE NATURE OF ANY STREETS, POWER, SEWER, WATER, NATURAL GAS, CABLE TV, TELEPHONE, DRAINAGE, OR OTHER UTILITY IMPROVEMENTS OR EASEMENTS ON THIS PLAT, THE OWNER MAKING THIS DEDICATION AND/OR OWNERS OF RELATED LAND (DEFINED AS LAND WITHIN THE AREA OF THE PRELIMINARY PLAT WITHIN WHICH THIS FINAL PLAT IS CONTAINED) HAVE THE UNQUALIFIED RIGHT TO CONNECT TO AND MAKE USE OF SUCH IMPROVEMENTS AND USE SUCH EASEMENTS FOR DEVELOPMENTS OF RELATED LAND.

6) LOTS 1-7, AND 33-46 SHALL NOT TAKE VEHICLE ACCESS OFF DIXIE DOWNS ROAD. LOT 33 DRIVE TO BE ON EASTERLY SIDE OF LOT.

7) FRONTAGE ALONG DIXIE DOWNS ROAD ADJACENT TO PADS 1-5 CONTAINS A SIGHT DISTANCE RESTRICTION. NO STRUCTURES, SIGNS TREES, ROCKS, LANDSCAPING, ETC. SHALL BE PLACED WITHIN THIS RESTRICTED AREA THAT WILL REDUCE OR LIMIT THE AVAILABLE SIGHT DISTANCE. IT SHALL BE THE OWNER(S), H.O.A. RESPONSIBILITY TO INSURE THAT THIS RESTRICTION IS COMPLIED WITH AT ALL TIMES, AND SAID OWNER(S), H.O.A. SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF ST. GEORGE, IT'S OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, IN ENFORCING SUCH COMPLIANCE AND FROM ANY AND ALL CLAIMS THAT MAY ARISE CONCERNING THIS RESTRICTION. (H.O.A. MEANS HOME OWNERS ASSOCIATION.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON

ON THIS________DAY OF____________A.D.______ PERSONALLY APPEARED BEFORE ME, FRANK G. LINDHARDT, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE GENERAL MANAGER OF SHADOW GLEN 420, INC. AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION ON BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, RESIDING IN WASHINGTON COUNTY, UTAH.

LEGEND

PRIVATE
COMMON
PUBLIC STREET
FND CLASS I RING & LID
FND CLASS II MONUMENT REBAR WITH ALUMINUM
TIE LINES (BOUNDARY TO UNITS)
FND SECTION MONUMENT AS SHOWN
SIGHT DISTANCE RESTRICTION: (SEE NOTE 7)
SET CLASS I RING & LID

EMERALD RIDGE AMENDED

A PLANNED UNIT DEVELOPMENT
NW QUARTER OF SECTION 14 AND THE SW QUARTER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 16 WEST
SALT LAKE BASE AND MERIDIAN

ENGINEERS APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL OF THE PLANNING AND ZONING OFFICIAL	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH:	RECORDED No.
THE WITHIN RESIDENTIAL SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS______ DAY OF__________, 20___	APPROVED AS TO FORM, THIS _____DAY OF_____ A.D. 20___	ON THIS THE_____DAY OF_________, A.D. 20___ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE RESIDENTIAL SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY OF ST. GEORGE'S PLANNING ORDINANCES, AND BY AUTHORIZATION OF SAID COMMISSION HEREBY APPROVE SAID RESIDENTIAL SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.	I, CITY OF ST. GEORGE, UTAH, PLANNING AND ZONING OFFICIAL, HAVE THIS THE _____DAY OF _______ A.D. 20___, REVIEWED THE ABOVE RESIDENTIAL SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.	WE THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH HAVE REVIEWED THE ABOVE RESIDENTIAL SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL RECORDED IN THE MINUTES OF IT'S MEETING OF THE_____DAY OF_______ A.D. 20___ HEREBY ACCEPT THE SAID RESIDENTIAL SUBDIVISION WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO.	
CITY OF ST. GEORGE, ENGINEER	CITY OF ST. GEORGE, ATTORNEY	CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE, UTAH	PLANNING AND ZONING OFFICIAL CITY OF ST. GEORGE, UTAH	ATTEST: CITY RECORDER / CITY OF ST. GEORGE, MAYOR	WASHINGTON COUNTY RECORDER

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 EAST TABERNACLE STREET #4
ST. GEORGE CITY, UTAH 84770
PHONE (435) 673-2337

Drawn: TWS/CG Date: 5/27/11
Designed:
Checked:
Approved: RRH
Scale: 1" = 60'
Job No.: 111156

EMERALD RIDGE AMENDED
A PLANNED UNIT DEVELOPMENT
LOCATED IN:
SECTIONS 11 & 14, TOWNSHIP 42 SOUTH, RANGE 16 WEST
SALT LAKE BASE AND MERIDIAN

SHEET 1 of 1 SHEETS
FILE: 111156F.dwg

Vicinity

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

October 8, 2014

PCR ITEM 3B
Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

FINAL PLAT
The Flats at South Pointe Phase 3 Amended
Case No. 2014-FPA-066

Request:	Approval of an Amended Residential Subdivision Final Plat
Representative:	Eric McFadden, Premier Design & Engineering 75 East 100 North Ivins, UT 84738
Property:	Located at 2801 East 450 North (south of Pine View High School)
Zone:	R-3
Staff Comments:	The purpose of this Amended Final Plat is to increase the size of Pads 301 & 302. This is to accommodate a larger home that is being requested to be built upon these pads. No other changes were made or intended. **FYI** – 100% of the consents were given so a no public hearing is required All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.
P.C.:	The Planning Commission recommends approval.

OWNER'S DEDICATION:

THE FLATS AT SOUTH POINTE PHASE 3 AMENDED

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

GENERAL NOTES AND RESTRICTIONS:

LEGEND:

LEGAL DESCRIPTION:

AMENDMENT NARRATIVE:

SURVEYOR'S CERTIFICATE:

THE FLATS AT SOUTH POINTE PHASE 3 AMENDED

CURVE TABLE

GRAPHIC SCALE

THE FLATS AT SOUTH POINTE PHASE 3 AMENDED

LOCATED IN
SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST.
SALT LAKE BASE AND MERIDIAN
ST. GEORGE CITY, UTAH - WASHINGTON COUNTY

FINAL PLAT of THE FLATS AT SOUTH POINTE PHASE 3 AMENDED	APPROVAL of the PLANNING and ZONING MANAGER	Engineer's Approval	APPROVAL as to FORM	APPROVAL of the PLANNING COMMISSION	APPROVAL and ACCEPTANCE by City of ST. GEORGE, UTAH	Treasurer Approval	Recorded Number
PREMIER Design & Engineering	Planning and Zoning Official, City of St. George	Engineer, City of St. George	City Attorney, City of St. George	Chairman Planning Commission, City of St. George	Attest: City Recorder, City of St. George / Mayor, City of St. George	Washington County Treasurer	Washington County Recorder

Vicinity

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

October 8, 2014

PCR ITEM 3C
Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

FINAL PLAT
The Vistas at Entrada Phase 1 Amended
Case No. 2014-FPA-067

Request:	Approval of an Amended Residential Subdivision Final Plat
Representative:	Scott Duffin, Horrocks Engineers 285 West Tabernacle St, Suite #300 St. George, UT 84770
Property:	Located in the Entrada Development on the east side of Snow Canyon Parkway, along Cougar Rock Circle at approximately 2055 West and 2600 North
Zone:	PD-R
Staff Comments:	The purpose of this Amended Final Plat is to amend the setback note as follows… Existing Note: Setbacks on all lots are as follows unless otherwise noted: 20 foot front yard setback. 10 foot side yard setback. 10 foot rear yard setback. additional building setbacks maybe required by the home owners association and/or CC&R's reference the building envelope for each lot, these setbacks will apply to no build - no disturb areas. Proposed Note: Setbacks on all lots are as follows unless otherwise noted: 10 foot front yard setback to building, 20 foot front yard setback to garage. 10 foot side yard setback. 10 foot rear yard setback. additional building setbacks maybe required by the home owners association and/or CC&R's reference the building envelope for each lot, these setbacks will apply to no build - no disturb areas. No other changes were made or intended. All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.
P.C.:	The Planning Commission recommends approval.

GENERAL NOTES & RESTRICTIONS

PRIVATE DEVELOPMENTS

- THIS SUBDIVISION CONTAINS PRIVATE STREETS AS LABELED. PRIVATE STREETS ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST. GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL PRIVATE STREETS WITHIN THIS SUBDIVISION.
- ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST. GEORGE. THE ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION UNLESS OTHERWISE APPROVED AND ACCEPTED BY THE CITY OF ST. GEORGE AS PUBLIC.
- ALL SEWER MAINS AND POWER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY THE CITY OF ST. GEORGE UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCE'S WITHIN THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE CITY OF ST GEORGE. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.
- THE ASSOCIATION SHALL BE RESPONSIBLE FOR PERSONAL PROPERTY, RESTORING, OR REPLACING PRIVATE STREETS, HARDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM NORMAL OR EMERGENCY DISRUPTION CAUSED BY THE CITY OF ST. GEORGE AND ITS INSTALLING, MAINTAINING, REPAIRING, OR REPLACING WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.
- IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON PROPERTY, IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME, TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE AND ITS INSTALLING, MAINTAINING, REPAIRING, OR REPLACING WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.
- BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN ALL DOMAIN AREAS WITHIN THIS SUBDIVISION FOR THE INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, PLUMBER, SEWER, AND DRAINAGE IMPROVEMENTS.
- THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL REAR PROPERTY LINES AND A 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE PROPERTY LINES EXCEPT WHERE A 10.00 FOOT EASEMENT IS ALREADY ESTABLISHED ALONG SUCH SIDE PROPERTY LINE, AND EXCEPT AS OTHERWISE NOTED ON THIS PLAT AND/OR AS SHOWN ON THE ATTACHED MAP.
- SETBACKS ON ALL LOTS ARE AS FOLLOWS UNLESS OTHERWISE NOTED: 20 FOOT FRONT YARD SETBACK, 15 FOOT SIDE YARD SETBACK, 15 FOOT REAR YARD SETBACK. ADDITIONAL BUILDING SETBACKS MAY BE REQUIRED BY THE HOME OWNERS ASSOCIATION AND/OR CC&RS. REFERENCE THE BUILDING ENVELOPE FOR EACH LOT. THESE SETBACKS SHALL APPLY TO THE BASIC - NO DISTURB AREAS.
- A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY ASSOC. APPLIED GEOTECH. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE CONTAINED IN A REPORT DATED MARCH 5, 2013. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD OBTAIN AND FAMILIARIZE THEMSELVES WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
- CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRES A LOT RESURVEY. SUBDIVISION LOT CORNERS TO BE SET WITH A REBAR AND CAP PRIOR TO OBTAINING A BUILDING PERMIT.
- AN ACCESS EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. GEORGE FOR ACCESS BY EMERGENCY, FIRE, AND LIVING ACT PERSONNEL.
- NO STRUCTURES, FENCES, POOLS, AND LANDSCAPING SHALL BE PLACED WITHIN THE DESIGNATED NO DISTURBED AREAS.
- NOTICE OF HAZARD

BY PURCHASING PROPERTY WITHIN THIS PLAT, THE PURCHASER ASSUMES ANY AND ALL RISK OF DAMAGE AND PERSONAL INJURY AS A RESULT OF ITS PROXIMITY TO A HILLSIDE AND AN ACCIDENTAL AND DOES HEREBY INDEMNIFY AND HOLD THE CITY OF ST GEORGE HARMLESS FROM ANY AND ALL CLAIMS OF INJURY, DAMAGE, EXPENSE OR LOSS OF ANY KIND WHETHER SUCH MAY ARISE AS A DIRECT OR INDIRECT RESULT OF HAZARDS REFERRED TO HEREIN.

- OWNERS AND BUILDERS SHOULD TAKE SPECIAL CARE TO PLACE AND CONSTRUCT UNITS TO PROVIDE NECESSARY DRAINAGE AWAY FROM EACH HOUSE AND CORRECTLY ENGINEER DRAINAGE FROM THE LOT SO THROUGH THE LOTS TO THE STREET AND/OR AREAS OF CONVEYANCE CHANNELS. A SITE GRADING AND DRAINAGE PLAN PREPARED BY A PROFESSIONAL ENGINEER FOR EACH LOT IS REQUIRED TO BE SUBMITTED WITH EACH BUILDING PERMIT.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE HEREON DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO PHASE 1 LOTS, AND COMMON AREAS (INCLUDING PRIVATE ROADS) TO BE HEREAFTER KNOWN AS

THE VISTAS AT ENTRADA - PHASE 1

DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC ALL AREAS (INCLUDING PRIVATE ROADS) SHOWN ON THIS PLAT. THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE ALL OF THE PARCELS OF LAND SHOWN ON THIS PLAT AS EASEMENTS OVER, ON, UNDER AND ACROSS ALL COMMON AREAS AND PRIVATE ROADWAYS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL ROADWAYS AND EASEMENTS GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF ENTRADA AT SNOW CANYON, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE 29TH DAY OF SEPTEMBER, 2011, AS ENTRY # 20110029988, SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT AS WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS 15th DAY OF February, 2014

THE VISTAS AT ENTRADA, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Washington) ss

ON THE 1st DAY OF February, 2014 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, Tyler Kingsley AND BEING BY ME DULY SWORN OR DULY THAT HE IS THE MANAGING PRESIDENT OF THE VISTAS AT ENTRADA LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION ON BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF VISTAS AT ENTRADA LLC AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: Kayla Hunter
COMMISSION NUMBER: 654631
MY COMMISSION EXPIRES: 11/14/2015
A NOTARY PUBLIC COMMISSIONED IN UTAH
(IF ABOVE INFORMATION IS PROVIDED NO SEAL REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

SURVEYOR'S CERTIFICATE

I, C. SCOTT MURRAY, PROFESSIONAL LAND SURVEYOR (LICENSE NUMBER 5151322) AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLD THE LICENSE IN ACCORDANCE WITH TITLE 58 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I STATE THAT BY AUTHORITY OF THE HEREON OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME INTO PARCELS AND STREETS, AND DURING SAID SURVEY NO MONUMENTS KNOWN AS OF MARCH AND TO BE HEREINAFTER KNOWN AS

THE VISTAS AT ENTRADA - PHASE 1

THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN ACCORDANCE WITH THE HEREON DESCRIBED

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°41'56" EAST 2,532.73 FEET ALONG THE SECTION LINE AND NORTH 244.98 FEET FROM THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTHERLY BOUNDARY LINE OF THE KACHINA CLIFFS PHASE 2 ENTRADA AT SNOW CANYON SUBDIVISION, AND RUNNING THENCE CONSIDERABLY WITH SAID SUBDIVISION SOUTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 76°02'17" EAST 58.77 FEET; (2) THENCE NORTH 56°42'43" EAST 129.35 FEET; (3) THENCE NORTH 33°17'17" EAST 150.00 FEET; (4) THENCE NORTH 61°42'43" EAST 204.10 FEET; (5) THENCE NORTH 43°33'17" EAST 220.86 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY SOUTH 36°12'27" EAST 228.81 FEET; THENCE SOUTH 51°35'32" WEST 81.81 FEET; THENCE SOUTH 38°24'28" EAST 154.55 FEET; THENCE SOUTH 40°45'00" EAST 206.47 FEET; THENCE SOUTH 49°15'00" WEST 181.40 FEET; THENCE SOUTHWESTERLY 39.25 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS SOUTH 04°15'00" WEST 35.36 FEET) TO A POINT ON THE ARC OF A 975.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 17°37'50" WEST, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF RED HILLS PARKWAY; THENCE WESTERLY 30.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°46'19" TO THE POINT OF BEGINNING; (6) THENCE SOUTH 50°14'55" WEST 51.10 FEET TO THE BASE OF CURVATURE OF A 295.00 FOOT RADIUS CURVE TO THE RIGHT; (7) THENCE WESTERLY 242.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°42'58" (RADIUS POINT BEARS NORTH 39°35'11" WEST) TO THE POINT OF BEGINNING.

CONTAINING 9.91 ACRES OF 256,644 S.F.

1-28-14

LEGEND

- CALCULATED MONUMENT TO BE SET
- CALCULATED MONUMENT FOUND
- BOUNDARY (PROPERTY) CORNER TO BE SET WITH 5/8" REBAR AND CAP STAMPED HORROCKS ENG SAFETY
- SECTIONAL MONUMENTATION FOUND AS SHOWN AND DESCRIBED
- SPECIFIES NO DISTURB AREA (SEE GENERAL NOTES)
- SPECIFIES COMMON AREA
- DRAINAGE SWALE EASEMENT TO BE MAINTAINED BY HOA

GRAPHIC SCALE
30 0 15 30 60 100
(IN FEET)
1 inch = 60 ft.

Final Plat of:

THE VISTAS AT ENTRADA
PHASE 1

Located in Sections 3 & 10,
Township 42 South, Range 16 West, S.L.B.&M.
St. George, Utah

I HEREBY APPROVE THIS PLAT AS CONFORMING TO THE ZONING ORDINANCE FOR THE CITY OF ST. GEORGE, AND FIND THAT THE 10th DAY OF March, A.D. 20 14, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND FIND IT CONFORMING THE SAME WITH ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

PLANNING AND ZONING OFFICIAL CITY OF ST. GEORGE

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 21st DAY OF March A.D. 20 14

ENGINEER CITY OF ST GEORGE

APPROVED AS TO FORM THIS THE 2nd DAY OF March A.D. 20 14

CITY ATTORNEY CITY OF ST GEORGE

APPROVAL BY THE PLANNING COMMISSION

ON THIS THE 21st DAY OF January A.D. 20 14 THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST GEORGE, UT

CHAIRMAN PLANNING COMMISSION CITY OF ST GEORGE

APPROVAL BY THE CITY COUNCIL

THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE 6th DAY OF January A.D. 20 14, HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO

ATTEST: CITY RECORDER CITY OF ST GEORGE

MAYOR CITY OF ST GEORGE

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS 21 DAY OF August A.D. 20 14 THAT ALL TAXES, SPECIAL ASSESSMENTS, INTEREST AND PENALTIES DUE AND OWING ON THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL

WASHINGTON COUNTY TREASURER

DOC # 20140026322
Deputy Recorder
Kane A Nocchi

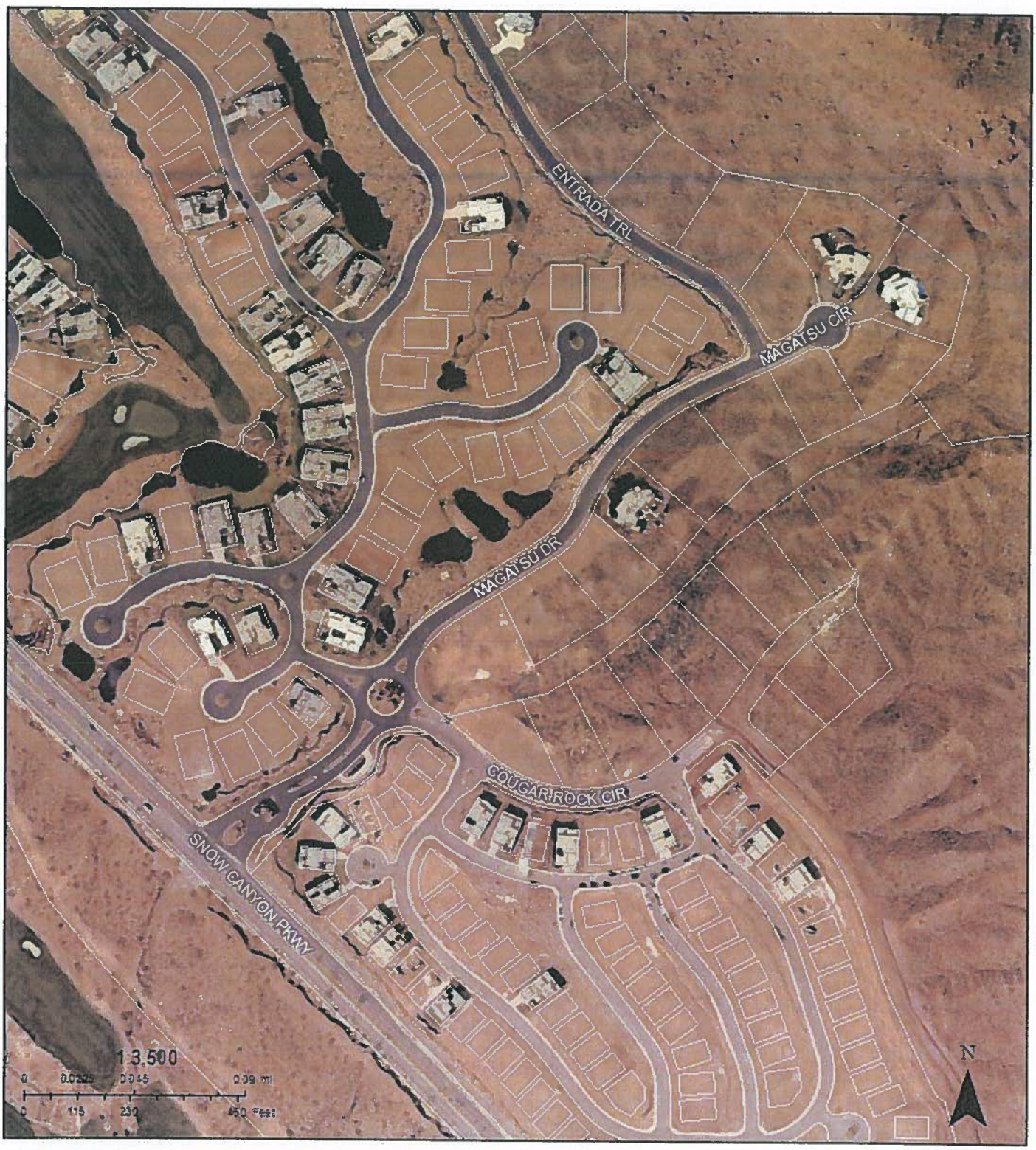
WASHINGTON COUNTY RECORDER

FINAL PLAT
THE VISTAS AT ENTRADA - PH 1
ST. GEORGE CITY, UTAH
SECTION 3 & 10, T42S R16W, SLB&M

HORROCKS ENGINEERS
565 South Bluff St.
Suite 101
St. George, UT 84770
(435) 986-7888

Drawn: SAR Date: 1/28/2014
Checked: SAR
Approved: SAR 02/04/2014
Proj. No.: 3447-1301

SCALE 1" = 50'
SHEET 1 OF 1 SHEETS
FILE 10-477-1301



Vicinity

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

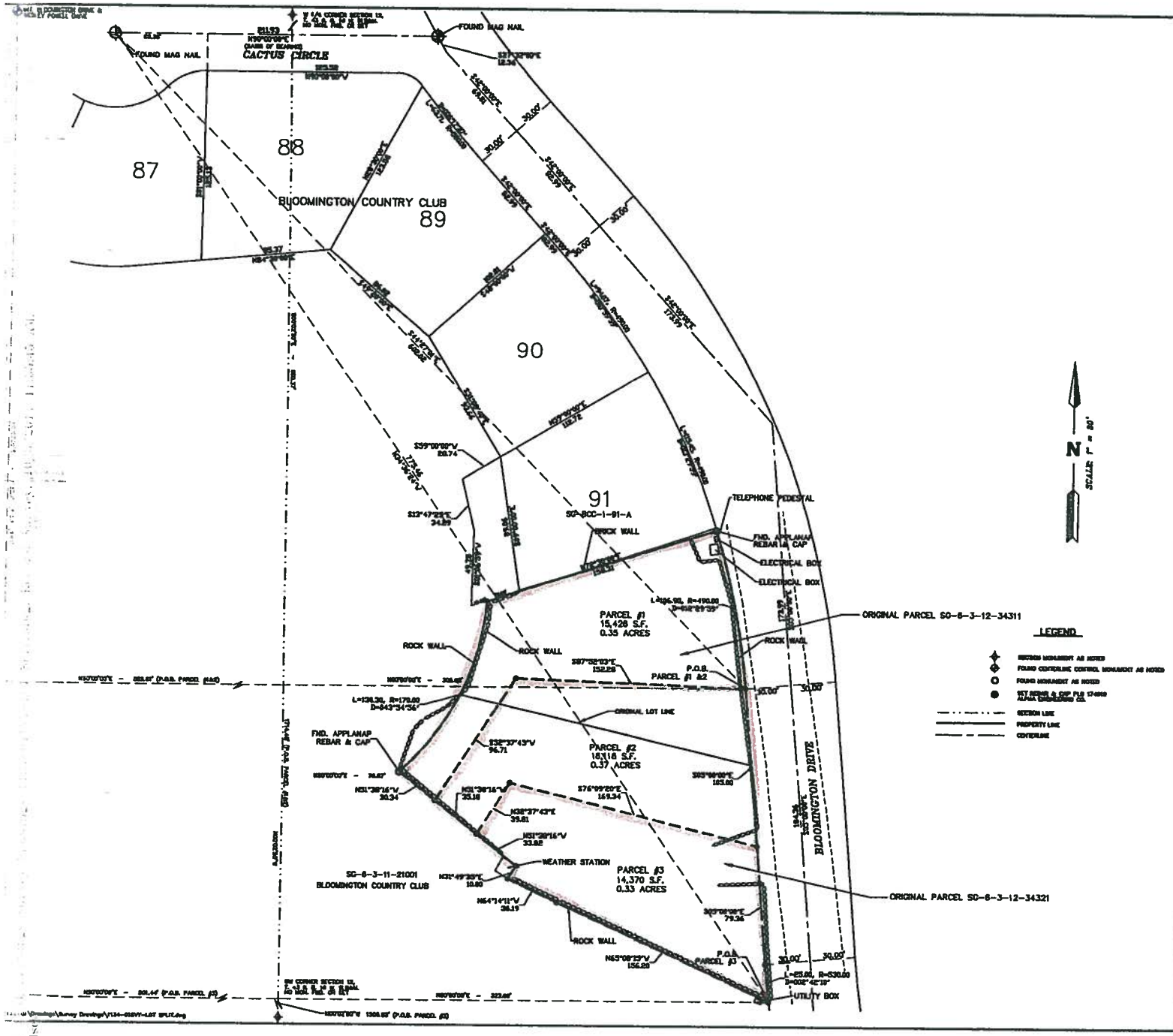
October 8, 2014

ITEM 4A
Lot Split

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

LOT SPLIT
Clark Family Lot Split
Case No. 2014-LRE-013

Request:	Approval of two (2) existing Residential Lots being split into three (3) Lots (NOT part of a subdivision Final Plat)
Representative:	Scott Woolsey, Alpha Engineering 43 South 100 East #100 St. George, UT 84770
Property:	Located at approximately 3020 South Bloomington Drive East
Zone:	R-1-10
Staff Comments:	Parcel #1 will be 0.35 Acres, Parcel #2 will be 0.37 Acres, and Parcel #3 will be .033 Acres All aspects of this Lot Split were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.
P.C.:	The Planning Commission recommends approval.



SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, A REGISTERED LAND SURVEYOR HOLDING CERTIFICATE NO. 174819 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT I HOLD A VALID LICENSE AS A PROFESSIONAL LAND SURVEYOR AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 17-23-17 AND THAT ALL MONUMENTS AND BOUNDARY DESCRIPTIONS ARE CORRECTLY REPRESENTED MADE IN SET AS DESIGNATED ON THIS PLAT.

No. 174819
SCOTT P. WOOLSEY

DATE

SCOTT P. WOOLSEY P.L.S. 174819

BOUNDARY DESCRIPTION

Parcel #1

Beginning at a point on the Westerly Right-of-way line of Bloomington Drive, a 60.00 foot wide public street, said point being located North 00°07'56" West, along the Section line a distance of 1714.48 feet and North 90°00'00" East, 305.02 feet from the Southwest Corner of Section 12, Township 43 South, Range 16 West, Salt Lake Base and Meridian, said point also being South 00°00'00" East, 1182.81 feet and North 90°00'00" East, 382.61 feet from the street monument (ring and lid) located at the intersection of Bloomington Drive and Wesley Powell Drive; and running thence North 87°52'03" West, a distance of 152.28 feet; Thence South 32°37'43" West, a distance of 96.71 feet; Thence North 51°38'16" West, a distance of 30.34 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North 41°47'05" West, a radial distance of 170.00 feet; thence northeasterly along the arc of said curve, through a central angle of 43°54'56", a distance of 130.30 feet; Thence North 72°29'59" East, a distance of 158.31 feet to a point on said Westerly Right-of-way line of Bloomington Drive, said point also being a point on a non-tangent curve to the right, of which the radius point lies South 72°36'08" West, a radial distance of 490.00 feet; thence southerly along the arc of said curve, and said right of way line, through a central angle of 12°29'59", a distance of 106.90 feet to the Point of Beginning.

Containing 15,436 square feet or 0.35 acres, more or less

The basis of bearing for this description is based upon the Bloomington Country Club Subdivision as shown by Entry #134378, Official Washington County Records, and specifically the centerline as shown on Cactus Circle, line being N90°00'00"E (East)

Parcel #2

Beginning at a point on the Westerly Right-of-way line of Bloomington Drive, a 60.00 foot wide public street, said point being located North 00°07'56" West, along the Section line a distance of 1714.48 feet and North 90°00'00" East, 305.02 feet from the Southwest Corner of Section 12, Township 43 South, Range 16 West, Salt Lake Base and Meridian, said point also being South 00°00'00" East, 1182.81 feet and North 90°00'00" East, 382.61 feet from the street monument (ring and lid) located at the intersection of Bloomington Drive and Wesley Powell Drive; and running thence South 05°47'05" East, along said Westerly Right of way line of Bloomington Drive a distance of 105.00 feet; Thence North 78°09'20" West, a distance of 169.34 feet; Thence South 32°37'43" West, a distance of 39.81 feet; Thence North 51°38'16" West, a distance of 35.18 feet; Thence North 32°37'43" East, a distance of 96.71 feet; Thence South 87°52'03" East, a distance of 152.28 feet to the Point of Beginning.

Containing 16,116 square feet or 0.37 acres, more or less

The basis of bearing for this description is based upon the Bloomington Country Club Subdivision as shown by Entry #134378, Official Washington County Records, and specifically the centerline as shown on Cactus Circle, line being N90°00'00"E (East).

Parcel #3

Beginning at a point on the Westerly Right-of-way line of Bloomington Drive, a 60.00 foot wide public street, said point being located North 00°07'56" West, along the Section line a distance of 1965.98 feet and North 90°00'00" East, 323.68 feet from the Southwest Corner of Section 12, Township 43 South, Range 16 West, Salt Lake Base and Meridian, said point also being South 00°00'00" East, 1391.31 feet and North 90°00'00" East, 409.44 feet from the street monument (ring and lid) located at the intersection of Bloomington Drive and Wesley Powell Drive; and running thence North 63°09'15" West, a distance of 156.20 feet; Thence North 64°14'11" West, a distance of 36.19 feet; Thence North 51°38'16" East, a distance of 33.82 feet; Thence North 32°37'43" East, a distance of 39.81 feet; Thence South 78°09'20" East, a distance of 169.34 feet; Thence South 05°04'05" East, a distance of 79.36 feet to the beginning of a curve to the left having a radius of 530.00 feet and a central angle of 07°47'10", thence southerly along the arc of said curve, a distance of 25.00 feet to the Point of Beginning.

Containing: 14,370 square feet or 0.33 acres, more or less.

The basis of bearing for this description is based upon the Bloomington Country Club Subdivision as shown by Entry #134378, Official Washington County Records, and specifically the centerline as shown on Cactus Circle, line being N90°00'00"E (East).

NARRATIVE

The purpose of this survey was to prepare a lot split and lot line adjustment on the original 2 parcels shown by Tax ID # SG-6-3-12-34311 and SG-6-3-12-34321, and to mark the boundaries of the above 3 parcels upon the ground and to show the visible improvements that exist at the time of the survey.

The basis of bearing for this survey is N90°00'00"E, between the two centerline monuments as shown on this plat and on the Final plat for Bloomington Country Club Subdivision per Entry #134378, Official Washington County Records.

RECORD SURVEY FOR LOT SPLIT

LOCATION:	SOUTHWEST 1/4 SECTION 12, T. 43 S. R. 16 W. SLB&M.
PREPARED FOR:	CLARK FAMILY TRUST
SURVEY DATE:	SEPTEMBER 2014

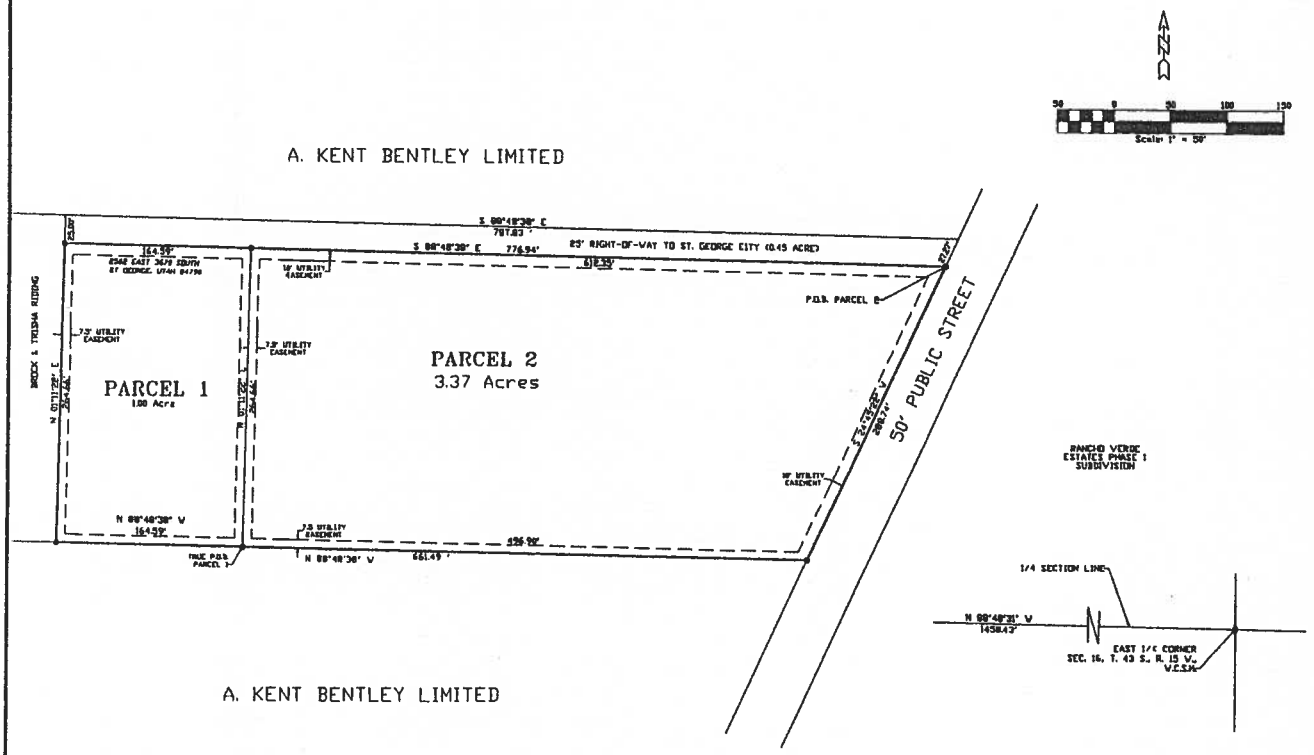
ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

ITEM 4B
Lot Split

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

LOT SPLIT
Jeff & Diane Barlow Lot Split
Case No. 2014-LRE-014

Request:	Approval of one (1) existing Residential Lots being split into two (2) Lots (NOT part of a subdivision Final Plat)
Representative:	Bob Platt, Platt and Platt Inc. 195 North 100 East Cedar City, UT 84720
Property:	Located at southwest corner of 3670 South and Bentley Road (in the Little Valley area)
Zone:	A-1
Staff Comments:	The original size of this lot is 4.82 Acres. The lot is being split as follows. Parcel 1 – existing house located at 2216 East 3670 South will include 1.00 Acres. Parcel 2 – will include 3.37 Acres. Roadway – will include 25 Foot wide right-of-way along the north or Parcel 1 and Parcel 2 and includes 0.45 Acres. All aspects of this Lot Split were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.
P.C.:	The Planning Commission recommends approval.



A. KENT BENTLEY LIMITED

SURVEYOR'S CERTIFICATE

I, ROBERT B. PLATT, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 164659, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTIES DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT.

DATE: _____

ROBERT B. PLATT
UTAH P.L.S. #164659

LICENSED LAND SURVEYOR
ROBERT B. PLATT
164659
STATE OF UTAH

LEGAL DESCRIPTIONS

PARCEL 1

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SLB&M, THENCE N. 89°48'31" W. ALONG THE 1/4 SECTION LINE 1458.43 FEET; THENCE N. 1°26'29" E. 316.83 FEET TO A POINT ON THE WESTERLY LINE OF A PUBLIC STREET; THENCE S. 24°45'22" W. ALONG THE WESTERLY LINE OF A PUBLIC STREET 298.74 FEET; THENCE N. 89°48'38" W. 496.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE N. 89°48'38" W. 164.59 FEET; THENCE N. 1°11'22" E. 264.66 FEET; THENCE S. 89°48'38" E. 164.59 FEET; THENCE S. 1°11'22" W. 264.66 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRE OF LAND.

SUBJECT TO A 10 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE NORTH SIDE OF THE ABOVE DESCRIBED PROPERTY AND SUBJECT TO A 7.5 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE WEST, EAST, AND SOUTH SIDES OF THE ABOVE DESCRIBED PROPERTY.

PARCEL 2

BEGINNING AT A POINT WHICH IS SITUATED N. 89°48'31" W. ALONG THE 1/4 SECTION LINE 1458.43 FEET AND N. 1°26'29" E. 316.83 FEET FROM THE EAST 1/4 CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SLB&M, SAID POINT BEING ON THE WESTERLY LINE OF A PUBLIC STREET; THENCE S. 24°45'22" W. ALONG THE WESTERLY LINE OF A PUBLIC STREET 298.74 FEET; THENCE N. 89°48'38" W. 496.96 FEET; THENCE N. 1°11'22" E. 264.66 FEET; THENCE S. 89°48'38" E. 618.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.37 ACRES OF LAND.

SUBJECT TO A 10 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE NORTH SIDE OF THE ABOVE DESCRIBED PROPERTY AND SUBJECT TO A 7.5 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE EAST, SOUTH AND WEST SIDES OF THE ABOVE DESCRIBED PROPERTY.

SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED AT THE REQUEST OF JEFF AND DIANE BARLOW OF ST. GEORGE, UTAH. THE PURPOSE OF THE SURVEY IS TO DIVIDE THEIR 4.37 ACRE PARCEL INTO THE 1.00 ACRE PARCEL AND THE 3.37 ACRE PARCEL SHOWN HEREON. THEIR HOME IS SITUATED ON THE 1.00 ACRE PARCEL AND THEY ARE IN THE PROCESS OF SELLING THEIR HOME AS A SEPARATE 1.00 ACRE PARCEL.

BASIS OF BEARINGS FOR THIS SURVEY IS N. 89°48'31" W. ALONG THE EAST-WEST 1/4 SECTION LINE OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SLB&M.

LEGEND

- ● DENOTES 5/8" DIAMETER BY 24" REBAR WITH YELLOW PVC CAP STAMPED PLATT L PLATT, INC., L.S. 164659.
- ♦ OTHER CORNERS ARE AS NOTED HEREON.

RECORD OF SURVEY AND PARCEL DIVISION PLAT FOR

JEFF & DIANE BARLOW

WITHIN THE NE1/4 SECTION 16, T. 43 S., R. 15 W., S.L.B. & M.
2582 EAST 3670 SOUTH, ST GEORGE, UTAH 84790

BY: PLATT AND PLATT, INC.
CONSULTING ENGINEERS & SURVEYORS
195 NORTH 100 EAST, CEDAR CITY, UTAH 84720
P.O. BOX 398 CEDAR CITY, UTAH 84721-0398 PHONE: 435-586-8151

DRAWN BY	DATE	SCALE	SHEET
K.L. NELSON	OCT., 2014	1 INCH = 50 FEET	1 OF 1

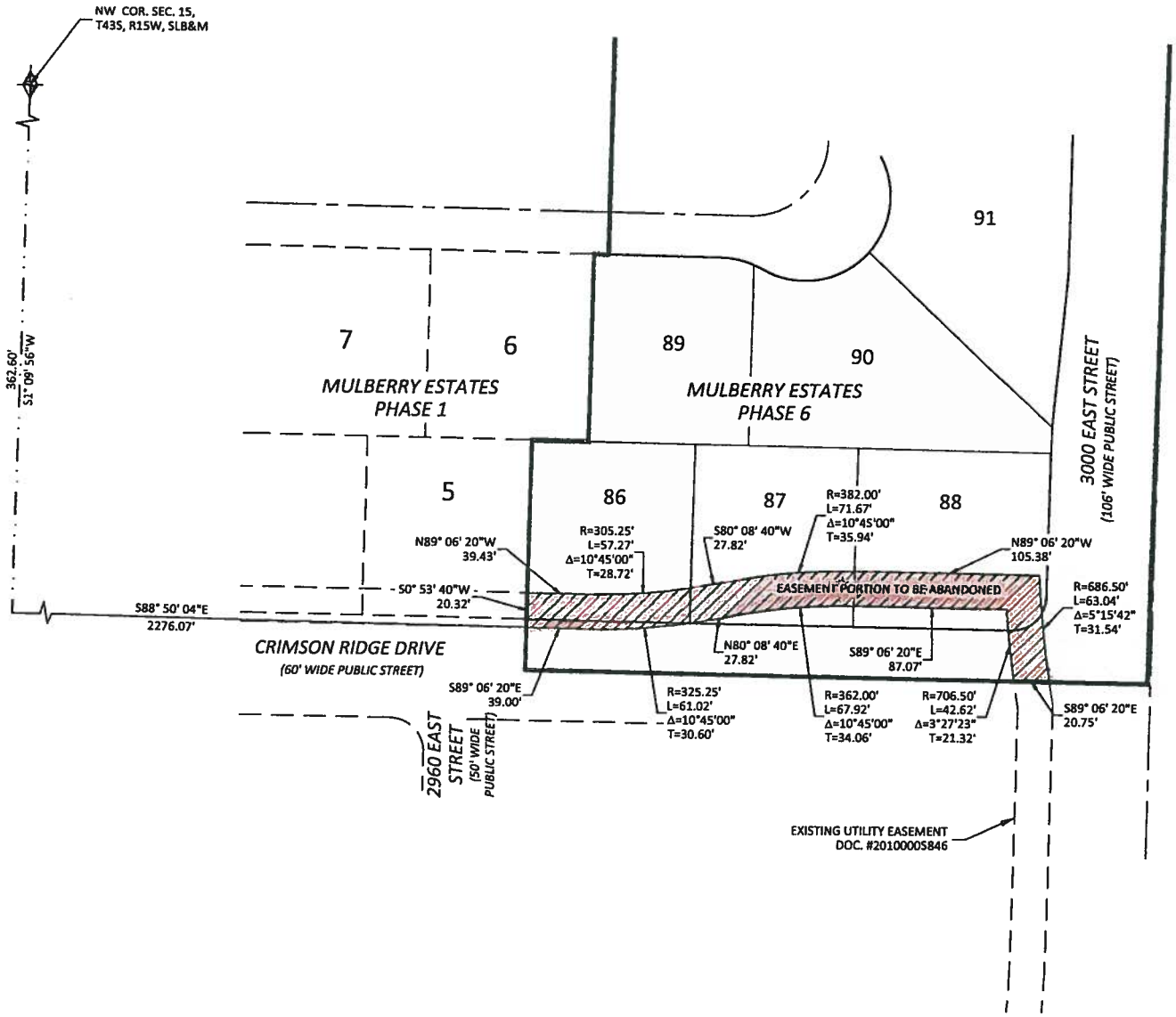
DRAWING NAME:

PCR ITEM 5
Easement Vacation

PLANNING COMMISSION AGENDA REPORT: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

EASEMENT VACATION
Lots 86-88 of Mulberry Estates Phase 6
Case No. 2014-LRE-015

Request:	Approval to vacate an existing Public Utility and Drainage Easement
Representative:	Brad Petersen, Development Solutions 120 East St. George Blvd, Suite #300 St. George, UT 84770
Property:	Located west of 3000 East Street and north of Crimson Ridge Drive. (Lots 86-88 of Mulberry Estates Phase 6, in the Little Valley area)
Zone:	R-1-12
Staff Comments:	There was an existing fiber optic line in this easement and it has been relocated to the Crimson Ridge Drive right-of-way/easement area, thus this easement is no longer needed. All aspects of this easement vacation were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.
P.C.:	The Planning Commission recommends approval.


NW COR. SEC. 15, T43S, R15W, SLB&M
362.60'
S1° 09' 56"W
7
6
89
90
91
MULBERRY ESTATES PHASE 1
MULBERRY ESTATES PHASE 6
3000 EAST STREET
(106' WIDE PUBLIC STREET)
5
86
87
88
R=382.00'
L=71.67'
Δ=10°45'00"
T=35.94'
R=305.25'
L=57.27'
Δ=10°45'00"
T=28.72'
N89° 06' 20"W
39.43'
S80° 08' 40"W
27.82'
N89° 06' 20"W
105.38'
EASEMENT PORTION TO BE ABANDONED
R=686.50'
L=63.04'
Δ=5°15'42"
T=31.54'
50° 53' 40"W
20.32'
S88° 50' 04"E
2276.07'
CRIMSON RIDGE DRIVE
(60' WIDE PUBLIC STREET)
N80° 08' 40"E
27.82'
S89° 06' 20"E
87.07'
S89° 06' 20"E
39.00'
R=325.25'
L=61.02'
Δ=10°45'00"
T=30.60'
R=362.00'
L=67.92'
Δ=10°45'00"
T=34.06'
R=706.50'
L=42.62'
Δ=3°27'23"
T=21.32'
S89° 06' 20"E
20.75'
2960 EAST STREET
(50' WIDE PUBLIC STREET)
EXISTING UTILITY EASEMENT
DOC. #20100005846

PCR ITEM 6

PLANNING COMMISSION REPORT OF: **10/14/2014**
CITY COUNCIL MEETING: **10/16/2014**

CONDITIONAL USE PERMIT
Case # 2014-CUP-020

Request: To construct a five (5) story hotel (Holiday Inn) that exceeds the allowable maximum building height of thirty-five feet (35').

Property: The subject hotel would be located on Parcel 1 of the recently approved Final Plat "Confluence Commercial Center" including a parking area that extends into a northerly portion of Parcel 3 (see site plan). The property is located to the west of 270 East Street and generally bounded by 1670 South Street to the north and 120 East to the west.

Zoning: C-3 (General Commercial)

General Plan: Commercial

Ordinance: Title 10, Chapter 10 "Commercial Zones," Section 10-10-4 allows a maximum building height of 35 ft...."*unless a greater height is approved by the City Council after recommendation by the Planning Commission.*"

Applicant: St George Hotel Investors, LLC.
180 N University Avenue #200
Provo Utah 84601

Representative: Development Solutions
120 East St George Blvd Ste 301
St George, Utah 84770
Mr. Logan Blake PE

Project: The applicants propose to construct a 130 room, 5 story hotel. Section 10-10-2 "Permitted Uses" of the Zoning Ordinance lists a hotel as a permitted use in the C-2 zone.

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].

Acreage: 101,739 sq. ft. (2.33 acres)

Footprint: The building footprint is 17,285 sq. ft.

Bldg. Sq. Ft.: The total square footage for the five story building would be 81,813 sq. ft.

Rooms: The applicants propose 130 rooms.

Parking: Section 10-19-5 requires one (1) parking space for each living or sleeping unit, plus 2 spaces for resident manager or owner. The applicants propose 130 units which require 130 + 2 = 132 spaces. Provided are 136 spaces (4 additional).

Landscaping: Street frontage area (270 East) requires a minimum of 4,200 sq. ft. and 5,035 sq. ft. is proposed.

The parking lot parking requires a minimum of 2,712 sq. ft. (for areas over 100 spaces) and 3,221 sq. ft. will be provided.

Total landscaping to be provided will be 8,358 sq. ft.

Adj. Land Uses: The surrounding zoning is commercial; to the north the property is vacant, but there is a car dealership located on the north side of 1670 South Street. To the west is the Dixie Center, to the south and east the land is vacant.

Required Setbacks: Front: 20 ft. Side: 10 ft & 10 ft. Rear: 10 ft.

Proposed Setbacks: Front (East) 270 East Street: 59.24 ft.
Side (North): Approx. 90 ft.
Side (South): Varies – Approx. 120 – 130 ft.
Rear (West): 37.62 ft.

Materials / Colors: (See submitted Materials & Colors Board)
Arriscraft ARRIS.Stack Custom Blend (exterior stone)
Anodized Aluminum (metal trim)
EIFS – SW 7509 Tiki Hut (exterior) [Sherwin-Williams]
EIFS – SW 7519 Mexican Sand (exterior) [Sherwin-Williams]
EIFS – SW 7117 Melon tint (exterior) [Sherwin-Williams]

Bldg. Height: The proposed building height (flat roof) is a maximum of sixty-eight feet four three quarter inches high (68' 4 ¾") to the highest architectural section of the building (see elevations); the majority of the building height is sixty feet five three quarter inches high (60' 5 ¾") to the roof.

Heights: Comparable Roof Heights (immediate area)

Bldg.	Location	Zone	Height	Stories
Dixie Center	Convention Center	C3	40'	2
Hilton Hotel	Convention Center	C3	63'	5

P.C.: The Planning Commission recommends approval with findings.

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
Mitigate during construction by regulating the hours of operation. After the hotel is constructed, no excessive noise levels are anticipated with the normal operation of a hotel.		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.
Mitigate during construction by methods of watering and other requirements of air quality permit control.		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.
Contain all odors during construction. After constructed, no excessive odors are anticipated with the normal operation of a hotel.		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 hotel will correspond to the existing Dixie Center and Hilton Hotel designs and/or will be constructed of similar and/or compatible materials and colors.		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.
Meet all required City, State, and Federal applicable safety standards for construction (e.g. OSHA, etc.)		E. Safety	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. 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.
The City Traffic Engineering Department will plan check the layout, design, projected traffic volumes, sight distances, signage, and striping to meet all applicable codes and standards.		F. Traffic	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". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
The maximum hotel height will be approx. 68'-4 ¾ " with the majority building height of 60'-5 ¾" as presented.		G. Height	1. Buildings shall fit into the overall context of the surrounding area. 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.
	N/A	H. Hours of Operation	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.

	N/A	I. Saturation / Spacing	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.
This proposed hotel will be within the existing character of the commercial zone for the immediate area.		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
Shall comply with all applicable City, State, and federal standards for public health.		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)

PEG DEVELOPMENT

September 25, 2014

Wes Jenkins
City of St. George Development Services
175 East 200 North
St. George, UT 84770

Re: Conditional Use Permit – Holiday Inn, Confluence Commercial Center

Dear Mr. Jenkins,

Please find enclosed an application for a Conditional Use Permit seeking allowance for a height variance in the C-3 zone for the proposed Holiday Inn at the Confluence Commercial Center. The Holiday Inn is proposed as a 130 room, 5-story full service hotel. The proposed height of the hotel is 60-feet 6-inches to the top of the parapet with an allowance for the main architectural feature up to 68-feet 5-inches. This height is comparable to surrounding buildings in mass and scale, specifically the Hilton Garden Inn is 5-stores with a pitched roof and the Dixie Center is a large building in it's mass. We feel that the Holiday Inn will fit with the neighboring properties.

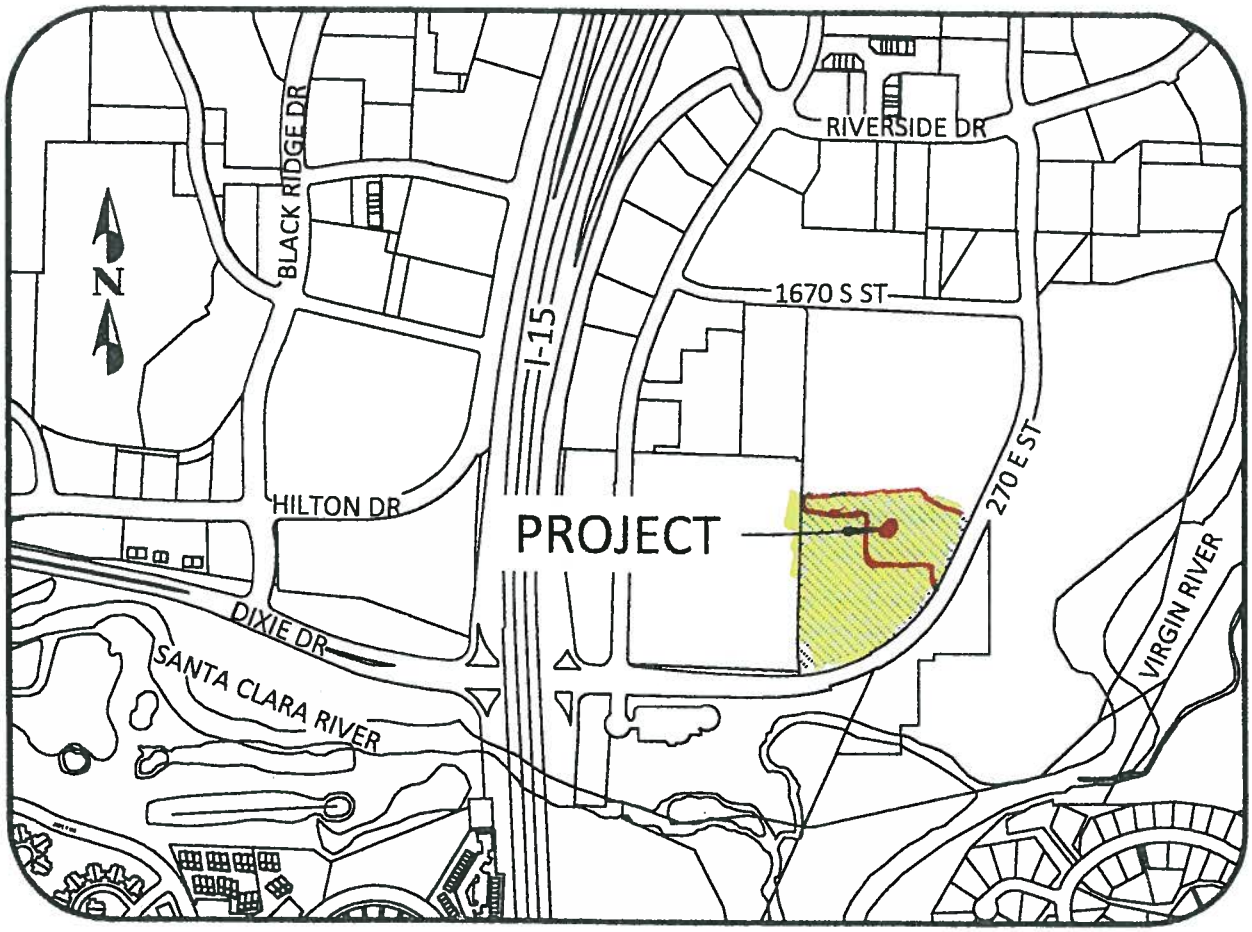
Should you have any questions or concerns please do not hesitate to call me.

Sincerely,

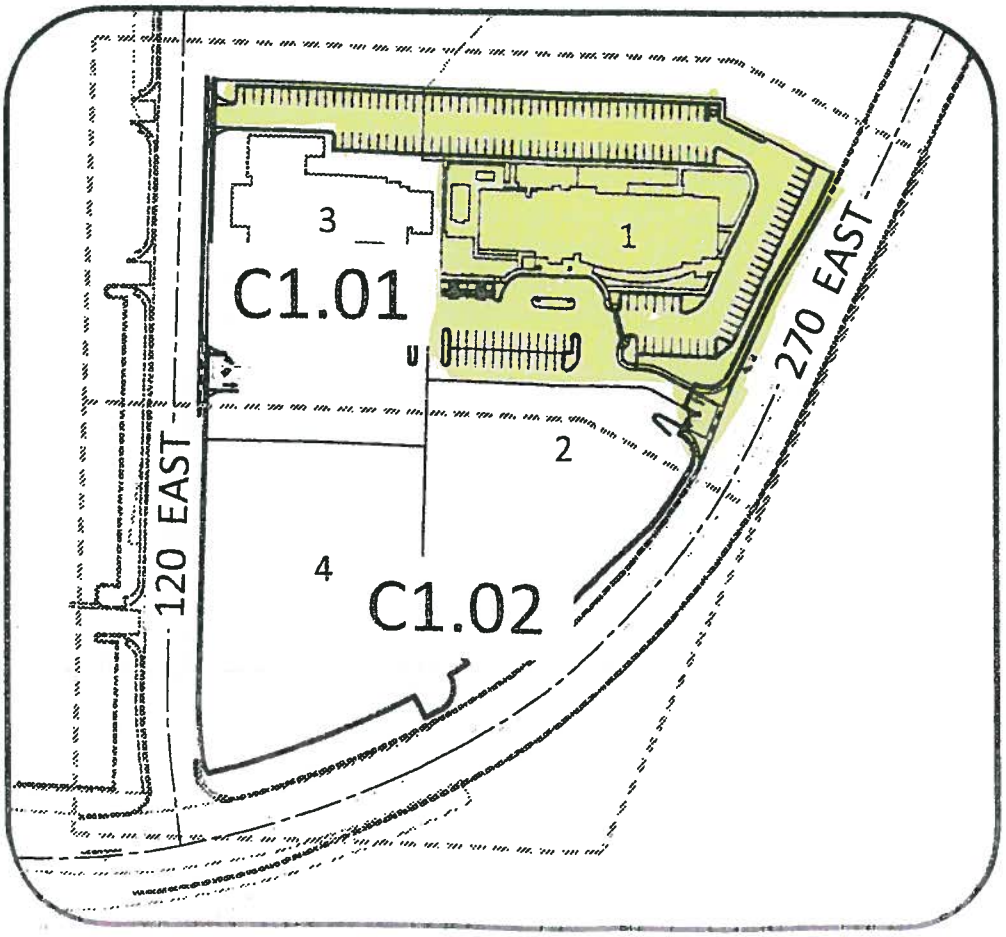
Robert Schmidt

Robert Schmidt, P.E.
Director

Phone (801) 655-1498 | 150 North University Avenue, Suite 200 | Provo, Utah | 84601 | Fax (801) 655-0729



VICINITY MAP



DRAWING KEY

Dixie Center & vicinity

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

October 2, 2014

LEGEND

- SECTION LINE
- PUBLIC UTILITY & DRAINAGE EASEMENT (P.U.E.)
- CENTER LINE
- BOUNDARY LINE
- FOUND SECTIONAL MONUMENT AS DESCRIBED HEREON.
- SET CLASS II (REBAR & ALUM. CAP) MONUMENT
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- EXISTING CLASS II (REBAR & ALUM. CAP) MONUMENT FOUND
- DSS REBAR AND CAP PLS NO. 382255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR SET IN SIDEWALK AT 2.00' EXTENSION OF PROPERTY LINE FROM FRONT PROPERTY CORNER LOCATIONS.

ROTATION NOTE

A COUNTER CLOCKWISE ROTATION OF 01°25'53" MUST BE APPLIED TO THE "400 EAST STREET, 270 EAST STREET & RIVERSIDE DRIVE ROADWAY DEDICATION PLAT" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY #282173, AS WELL AS "MAIN STREET & 1670 SOUTH STREET ROADWAY DEDICATION PLAT" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTRY RECORDER AS ENTRY #372544 TO MATCH BEARINGS SHOWN ON THIS PLAT.

GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 15.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED.
2. REBAR & CAP MARKED DSS PLS 382255 TO BE PLACED AT REAR LOT CORNER LOCATIONS. CONCRETE ANCHOR TO BE PLACED IN THE SIDEWALK ON A 2' EXTENSION OF THE PROPERTY LINE FROM THE FRONT PROPERTY CORNER LOCATIONS.
3. SETBACKS ON ALL LOTS ARE AS FOLLOWS UNLESS OTHERWISE NOTED: 20 FOOT FRONT YARD SETBACK, 10 FOOT SIDE YARD SETBACK, 10 FOOT REAR YARD SETBACK.
4. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY ________, THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED ________ (PROJECT NO. ________). THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
5. CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRES THE BUILDING PAD LOCATION BE SET WITH HUBS PRIOR TO OBTAINING A BUILDING PERMIT.
6. DUE TO THE SOIL CONDITIONS IN THIS AREA, SPECIAL CONSIDERATION IS REQUIRED FOR LANDSCAPING AND STRUCTURES. REFER TO THE GEOTECHNICAL INVESTIGATION FOR SPECIFIC RECOMMENDATIONS.
7. BASED ON THE PROXIMITY OF THIS PROPERTY TO THE VIRGIN AND SANTA CLARA RIVERS, BUILDINGS CONSTRUCTED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAY BE SUBJECT TO A FLOODING AND EROSION HAZARD. BY PURCHASING PROPERTY WITHIN THIS SUBDIVISION, THE PURCHASER ASSUMES ANY AND ALL RISK OF DAMAGE AND PERSONAL INJURY AS A RESULT OF ITS PROXIMITY TO THE FORT PIERCE WASH, AND DOES INDEMNIFY AND HOLD THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS OF INJURY, DAMAGE, EXPENSE OR LOSS OF WHATEVER NATURE, AND BY ANY PERSON, RELATED TO THE USE OF THEIR PROPERTY NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, OR ANY DAMAGE, DIRECTLY OR INDIRECTLY, CAUSED BY WATER, EROSION, OR DEPOSITION, SUDDEN OR GRADUAL, WHETHER SURFACE, FLOOD, OR RAINFALL.
8. THE 100 YEAR FLOOD PLAIN IS AN AREA DEFINED BY FEMA THAT WILL BE INUNDATED DURING THE 100 YEAR FLOOD EVENT. A 100 YEAR FLOOD EVENT IS DEFINED AS THE FLOOD EVENT THAT HAS A 1% CHANCE OF PROBABILITY OF BEING EQUALED OR EXCEED IN ANY GIVEN YEAR. FLOODS MAY EXTEND BEYOND THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN.
9. FLOOD EQUALING OR EXCEEDING THE 100 YEAR FLOOD EVENT CAN AND DO OCCUR.
10. ALL BUILDINGS WITHIN THE 100 YEAR FLOOD PLAIN MUST HAVE AN ELEVATION CERTIFICATE, PREPARED BY A LICENSED PROFESSIONAL, VERIFYING THE FINISHED FLOOR ELEVATION PRIOR TO ISSUANCE OF A BUILDING PERMIT. SAID CERTIFICATE'S ELEVATION SHALL BE VERIFIED BY THE LICENSED PROFESSIONAL BEFORE THE CERTIFICATE OF OCCUPANCY IS ISSUED.

EFFECTIVE 100 YEAR FLOODWAY (2009 DFIRM) PER ROSENBERG ASSOCIATES

PROPOSED CONDITIONS 100 YEAR FLOODWAY (2008 CLOMR) PER ROSENBERG ASSOCIATES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S31°10'45"W	90.49'
L2	S26°57'24"W	23.75'
L3	S16°57'24"W	23.79'
L4	N48°45'37"E	89.91'
L5	S56°46'00"W	19.00'
L6	S56°46'00"W	19.00'
L7	S25°28'07"W	27.53'
L8	S80°42'29"W	113.91'
L9	S6°42'49"E	70.57'
L10	S6°42'49"E	17.79'
L11	N6°42'49"W	36.28'
L12	S1°35'07"W	36.28'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	44.00'	4.39'	5°42'38"	2.19'
C2	56.00'	5.58'	5°41'38"	2.79'
C3	21.00'	33.53'	91°29'17"	21.55'
C4	21.00'	34.38'	93°48'48"	22.43'
C5	694.00'	72.71'	6°00'09"	36.39'
C6	44.00'	7.67'	9°59'19"	3.84'
C7	56.00'	1.79'	1°49'00"	0.90'
C8	684.50'	93.37'	8°19'03"	46.77'
C9	21.00'	34.25'	93°27'20"	22.31'
C10	21.00'	34.24'	93°24'30"	22.29'
C11	694.00'	6.48'	0°31'59"	3.23'
C12	858.00'	17.59'	1°10'25"	8.80'
C13	705.00'	61.88'	5°01'44"	30.96'
C14	835.00'	160.93'	11°02'32"	80.71'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C15	21.00'	10.17'	27°45'24"	5.19'
C16	467.00'	67.64'	8°17'57"	33.88'
C17	735.00'	68.00'	5°18'03"	34.02'
C18	735.00'	77.00'	6°00'09"	38.54'
C19	735.00'	105.47'	8°13'19"	52.83'
C20	735.00'	106.70'	8°19'03"	53.44'
C21	735.00'	88.05'	6°51'49"	44.08'
C22	735.00'	6.84'	0°31'59"	3.42'
C23	900.00'	18.11'	1°09'11"	9.06'
C24	770.00'	67.59'	5°01'46"	33.82'
C25	900.00'	215.63'	13°43'40"	108.84'
C26	900.00'	183.86'	11°42'19"	92.25'
C27	500.00'	72.42'	8°17'57"	36.28'

SURVEYOR'S CERTIFICATE:

[illegible]

CONFLUENCE COMMERCIAL CENTER - PHASE 1

[illegible]

DATE: ________

LEGAL DESCRIPTION:

[illegible] ... THENCE LEAVING SAID BOUNDARY LINE NORTH 06°42'49" WEST 25.11 FEET TO THE POINT OF CURVATURE OF A 533.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 77.20 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°17'57"; THENCE NORTH 01°35'07" EAST 609.57 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.377 ACRES

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS HEREAFTER KNOWN AS:

CONFLUENCE COMMERCIAL CENTER - PHASE 1

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, PUBLIC STREETS, AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OF THE MEADOW VALLEY FARMS SUBDIVISION, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS____DAY OF__________, 20___.

JON PIKE - MAYOR
CITY OF ST. GEORGE
(A UTAH MUNICIPAL CORPORATION)

WASHINGTON COUNTY/ST. GEORGE
INTERLOCAL AGENCY
(AN INTERLOCAL COOPERATIVE AGENCY)

CHRISTINA FERNANDEZ
CITY RECORDER

INTERLOCAL COOPERATIVE AGENCY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE____DAY OF__________, 20____, PERSONALLY APPEARED BEFORE ME, __________ WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE __________ OF THE WASHINGTON COUNTY/ST. GEORGE INTERLOCAL AGENCY A UTAH INTERLOCAL COOPERATIVE AGENCY, AND HE/SHE EXECUTED THE FOREGOING "OWNER'S DEDICATION" ON BEHALF OF SAID WASHINGTON COUNTY/ST. GEORGE INTERLOCAL AGENCY, AND HE/SHE DID ACKNOWLEDGE TO ME THAT THE SAID WASHINGTON COUNTY/ST. GEORGE INTERLOCAL AGENCY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: __________
COMMISSION NUMBER: __________
MY COMMISSION EXPIRES: __________
A NOTARY COMMISSIONED IN UTAH

NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE____DAY OF__________, 20____, PERSONALLY APPEARED BEFORE ME, JON PIKE AND CHRISTINA FERNANDEZ WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE THE MAYOR AND RECORDER OF THE CITY OF ST. GEORGE A UTAH MUNICIPAL CORPORATION AND THAT THEY EXECUTED THE FOREGOING "OWNER'S DEDICATION" ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS CITY COUNCIL AND THEY DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: __________
COMMISSION NUMBER: __________
MY COMMISSION EXPIRES: __________
A NOTARY COMMISSIONED IN UTAH

NOTARY PUBLIC

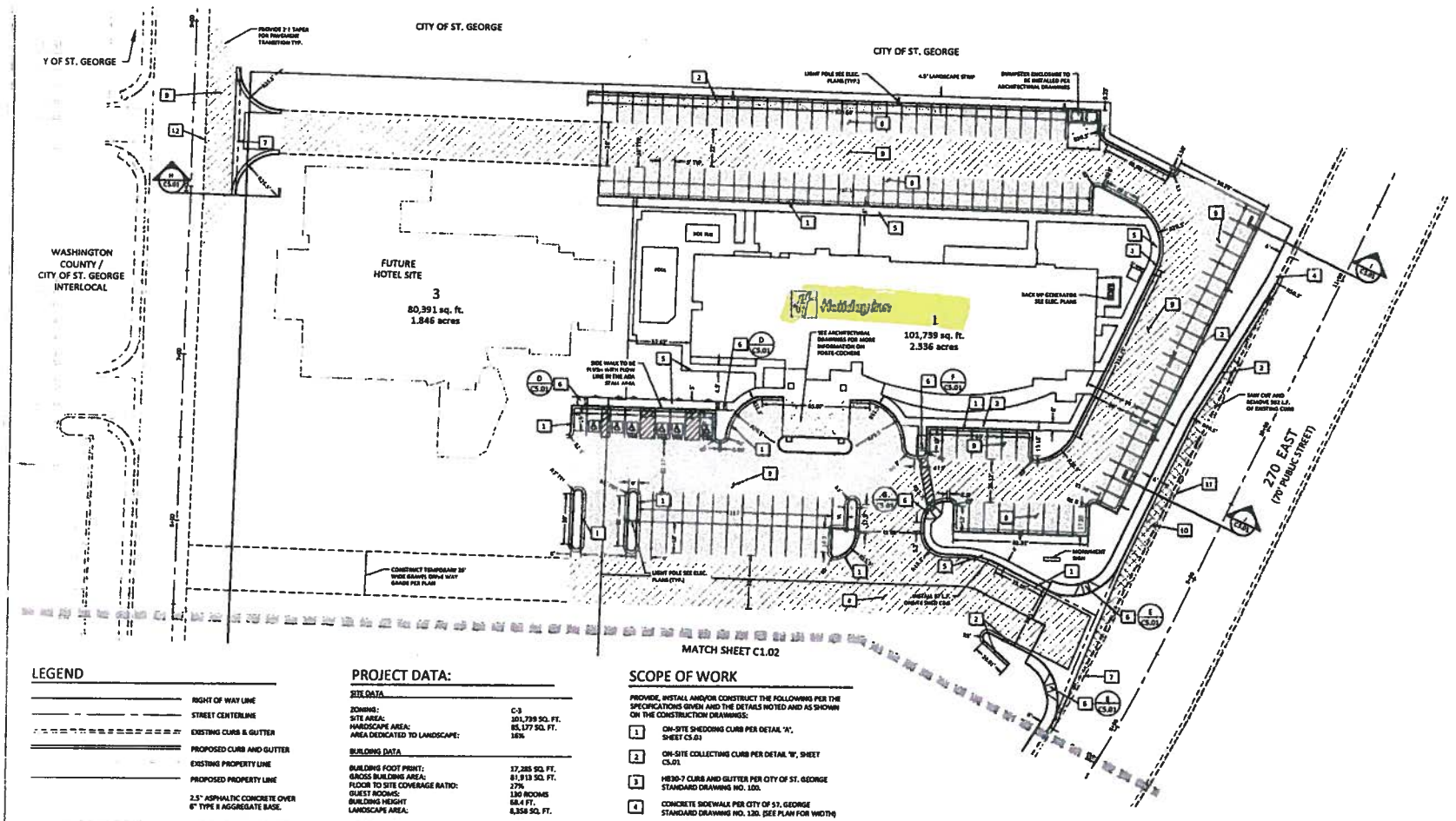
DEVELOPMENT SOLUTIONS, INC.

Subdivision Final Plat for CONFLUENCE COMMERCIAL CENTER

Located in the Northwest Quarter of Section 6,
Township 43 South, Range 15 West, SLB&M

SHEET 1 OF 1

APPROVAL OF PLANNING AND ZONING OFFICIAL	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE	TREASURER APPROVAL	
ON THIS____DAY OF__________A.D.____, THE CITY PLANNING AND ZONING OFFICIAL OF THE CITY OF ST. GEORGE HAS REVIEWED THE ABOVE SUBDIVISION PLAT AND RECOMMENDED SAME FOR ACCEPTANCE BY THE CITY.	THE HEREON SUBDIVISION PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS____DAY OF__________, A.D.____	APPROVED AS TO FORM THIS ________ DAY OF__________, A.D.________	ON THIS____DAY OF__________A.D.________, THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE HEREON SUBDIVISION PLAT AND RECOMMENDED SAME FOR ACCEPTANCE BY THE CITY.	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, HAVE REVIEWED THE ABOVE SUBDIVISION PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE____DAY OF__________, A.D.______ HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS____DAY OF__________A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
CITY OF ST. GEORGE PLANNING AND ZONING OFFICIAL	ENGINEER - CITY OF ST. GEORGE	CITY OF ST. GEORGE ATTORNEY	CITY ST. GEORGE PLANNING COMMISSION CHAIRMAN	ATTEST: CITY RECORDER / CITY OF ST. GEORGE MAYOR	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER



LEGEND

- RIGHT OF WAY LINE
- STREET CENTERLINE
- EXISTING CURB & GUTTER
- PROPOSED CURB AND GUTTER
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- 2.5" ASPHALTIC CONCRETE OVER 6" TYPE II AGGREGATE BASE.
- 3" ASPHALTIC CONCRETE OVER 6" TYPE II AGGREGATE BASE.
- 3.5" ASPHALTIC CONCRETE OVER 7" TYPE II AGGREGATE BASE.

GENERAL NOTES

1. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHER WISE NOTED.
2. SEE ARCHITECT'S SITE PLAN FOR ADDITIONAL INFORMATION.
3. SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.
4. ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
5. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
6. FOLLOW APPENDIX 'J' STANDARDS FOUND IN THE IBC.
7. ALL WORK AND MATERIALS MUST MEET THE CITY OF ST. GEORGE STANDARDS.

PROJECT DATA:

SITE DATA

ZONING:	C-3
SITE AREA:	101,739 SQ. FT.
HARDSCAPE AREA:	85,177 SQ. FT.
AREA DEDICATED TO LANDSCAPE:	16%

BUILDING DATA

BUILDING FOOT PRINT:	17,285 SQ. FT.
GROSS BUILDING AREA:	61,913 SQ. FT.
FLOOR TO SITE COVERAGE RATIO:	17%
GUEST ROOMS:	130 ROOMS
BUILDING HEIGHT	68.4 FT.
LANDSCAPE AREA:	8,356 SQ. FT.

PARKING DATA

PARKING REQ. (1 PER ROOM + 2 FOR STAFF)	132 STALLS
TOTAL PARKING STALLS PROVIDED:	134 STALLS
A.D.A. PARKING STALLS REQ.:	5 STALLS
A.D.A.PARKING STALLS PROVIDED:	5 STALLS
TOTAL PARKING AREA:	54,246 SQ. FT
LANDSCAPE AREA REQ. (5%):	2,712 SQ. FT.
LANDSCAPE AREA PROVIDED:	3,222 SQ. FT.

FRONTAGE DATA

LENGTH	280 FEET
LANDSCAPE AREA REQ.:	4,200 SQ. FT.
LANDSCAPE AREA PROVIDED:	5,035 SQ. FT.

BENCHMARK

NORTH EAST CORNER SECTION 6, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SLB&M 1973 WASH. CO. BRASS CAP H.C.M. #180

ELEV. = 2564.34 (FEET) H.C.M. = 2564.02 (FEET)

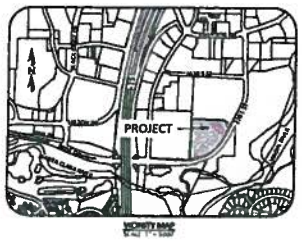
SCOPE OF WORK

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

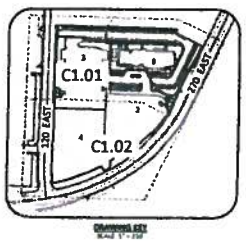
1. ON-SITE SHEDDING CURB PER DETAIL 'A', SHEET C5.03
2. ON-SITE COLLECTING CURB PER DETAIL 'B', SHEET C5.01
3. HB30-7 CURB AND GUTTER PER CITY OF ST. GEORGE STANDARD DRAWING NO. 100.
4. CONCRETE SIDEWALK PER CITY OF ST. GEORGE STANDARD DRAWING NO. 120. (SEE PLAN FOR WIDTH)
5. CONCRETE SIDEWALK PER DETAIL 'C', SHEET C5.01 (SEE PLAN FOR WIDTH)
6. CONSTRUCT ADA ACCESSIBLE RAMP PER DETAIL SHOWN (SEE PLAN).
7. CONSTRUCT NEW 6' WIDE CROSS GUTTER PER CITY OF ST. GEORGE STANDARD DRAWING NO. 151.
8. 2.5" ASPHALTIC CONCRETE OVER 6" TYPE II AGGREGATE BASE.
9. 3" ASPHALTIC CONCRETE OVER 6" TYPE II AGGREGATE BASE.
10. 3.5" ASPHALTIC CONCRETE OVER 7" TYPE II AGGREGATE BASE.
11. SAWCUT 2 FEET AND MATCH EXISTING PAVEMENT SECTION

FLOOD NOTE

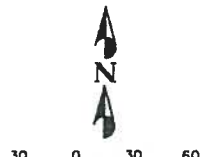
THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER 49053C1029G, AND IS SUBJECT TO PENDING LOMR PREPARED BY ROSENBERG ASSOCIATES, INC. DATED JUNE 20, 2014. LOMR DESIGNATES SITE IN ZONE X.



VICINITY MAP



DRAWING KEY



Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
www.bluestakes.org
1-800-662-4111

PROJECT NAME: HOLIDAY INN - ST. GEORGE
CONFLUENCE COMMERCIAL CENTER
LOCATED IN ST. GEORGE, UT

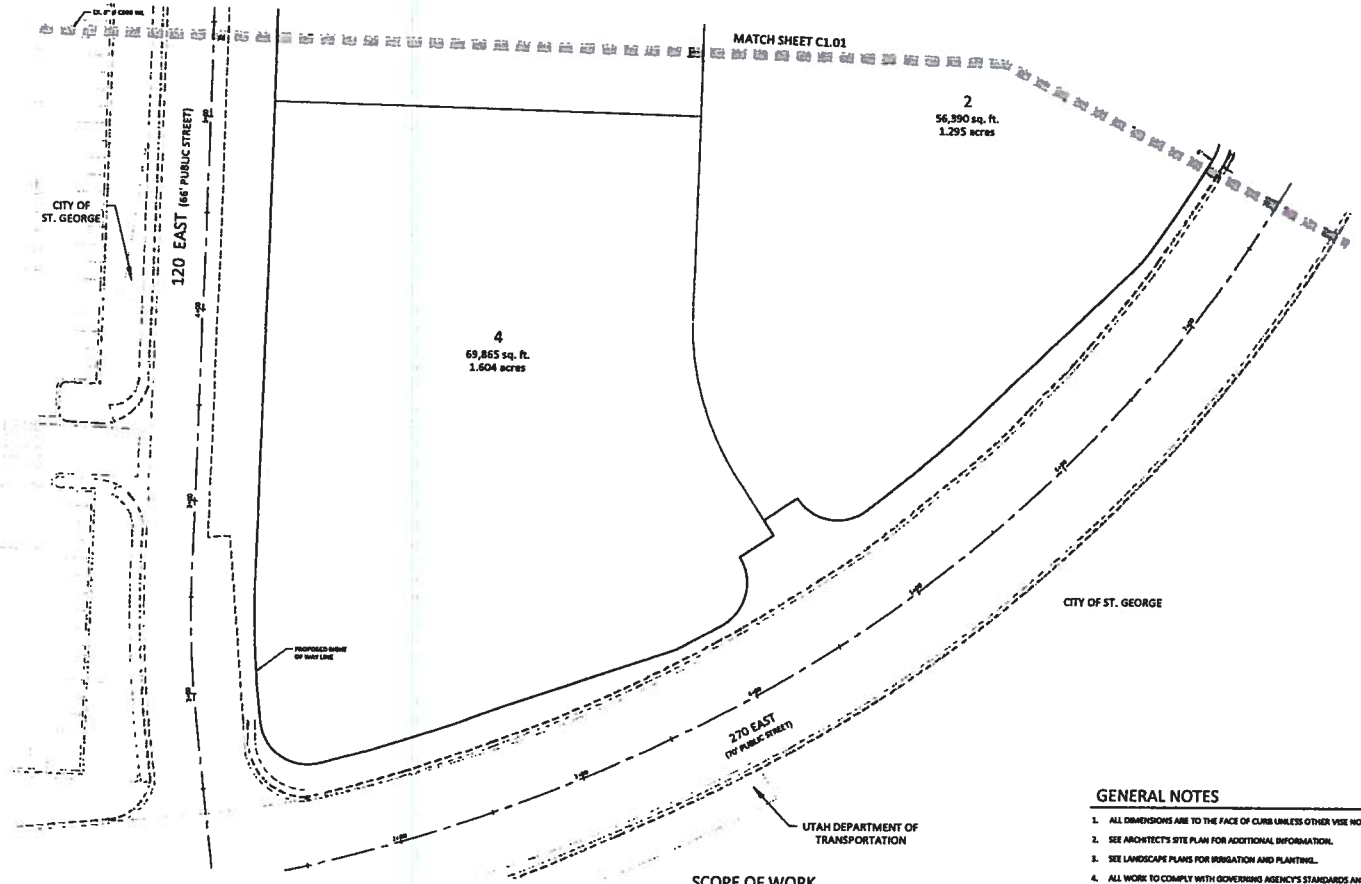
SHEET NAME: SITE PLAN

DEVELOPMENT SOLUTIONS, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS.
320 East St. George Blvd Suite #201
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-5533
www.developmentsolutionsutah.com

DATE:	AUG 2014
PM:	JSZ
DRAWN BY:	LG
DESIGNED BY:	LG
CHECKED BY:	JSZ
PROJECT NO.:	14-061
SCALE:	1"=30'

SHEET NUMBER: C1.01

1 OF 1 TOTAL



LEGEND

- RIGHT OF WAY LINE
- STREET CENTERLINE
- EXISTING CURB & GUTTER
- PROPOSED CURB AND GUTTER
- EXISTING PROPERTY LINE
- 2.5" ASPHALTIC CONCRETE OVER 6" TYPE II AGGREGATE BASE.
- 3" ASPHALTIC CONCRETE OVER 6" TYPE II AGGREGATE BASE.
- 3.5" ASPHALTIC CONCRETE OVER 7" TYPE II AGGREGATE BASE.

BENCHMARK

NORTH EAST CORNER SECTION 6, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SLB&M 1973 WASH. CO. BRASS CAP H.C.M. #180

ELEV. = 2564.24 (FEET) N.C.N. = 2564.02 (FEET)

PROJECT DATA:

SITE DATA

ZONING:	C-3
SITE AREA:	101,739 SQ. FT.

BUILDING DATA

BUILDING FOOT PRINT:	17,285 SQ. FT.
GROSS BUILDING AREA:	81,873 SQ. FT.
FLOOR COVERAGE RATIO:	17%
GUEST ROOMS:	130 ROOMS
LANDSCAPE AREA:	8,557 SQ. FT.

PARKING DATA

TOTAL PARKING AREA	54,248 SQ. FT.
TOTAL PARKING STALLS:	135 STALLS
A.D.A. PARKING STALLS REQ.:	5 STALLS
A.D.A.PARKING STALLS PROVIDED:	5 STALLS
LANDSCAPE AREA REQ.:	2,712 SQ. FT.
LANDSCAPE AREA PROVIDED:	2,970 SQ. FT.

FRONTAGE DATA

LENGTH	280 FEET
LANDSCAPE AREA REQ.:	4,200 SQ. FT.
LANDSCAPE AREA PROVIDED:	5,035 SQ. FT.

FLOOD NOTE

THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER 49053C1029G, AND IS SUBJECT TO PENDING LOMR PREPARED BY ROSENBERG ASSOCIATES, INC. DATED JUNE 30, 2014. LOMR DESIGNATES SITE IN ZONE X.

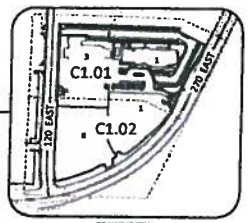
SCOPE OF WORK

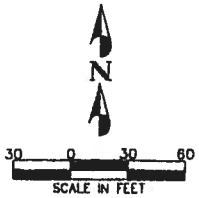
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. ON-SITE SHEDDING CURB PER DETAIL 'A', SHEET C5.01
2. ON-SITE COLLECTING CURB PER DETAIL 'B', SHEET C5.01
3. HB30-7 CURB AND GUTTER PER CITY OF ST. GEORGE STANDARD DRAWING NO. 100.
4. CONCRETE SIDEWALK PER CITY OF ST. GEORGE STANDARD DRAWING NO. 120. (SEE PLAN FOR WIDTH)
5. CONCRETE SIDEWALK PER DETAIL 'C', SHEET C5.01 (SEE PLAN FOR WIDTH)
6. CONSTRUCT ADA ACCESSIBLE RAMP PER DETAIL SHOWN (SEE PLAN).
7. CONSTRUCT NEW 6' WIDE CROSS GUTTER PER CITY OF ST. GEORGE STANDARD DRAWING NO. 151.
8. 2.5" ASPHALTIC CONCRETE OVER 6" TYPE II AGGREGATE BASE.
9. 3" ASPHALTIC CONCRETE OVER 6" TYPE II AGGREGATE BASE.
10. 3.5" ASPHALTIC CONCRETE OVER 7" TYPE II AGGREGATE BASE.
11. SAWCUT 2 FEET AND MATCH EXISTING PAVEMENT SECTION

GENERAL NOTES

1. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHER WISE NOTED.
2. SEE ARCHITECT'S SITE PLAN FOR ADDITIONAL INFORMATION.
3. SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING..
4. ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
5. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
6. FOLLOW APPENDIX 'J' STANDARDS FOUND IN THE IBC.
7. ALL WORK AND MATERIALS MUST MEET THE CITY OF ST. GEORGE STANDARDS.





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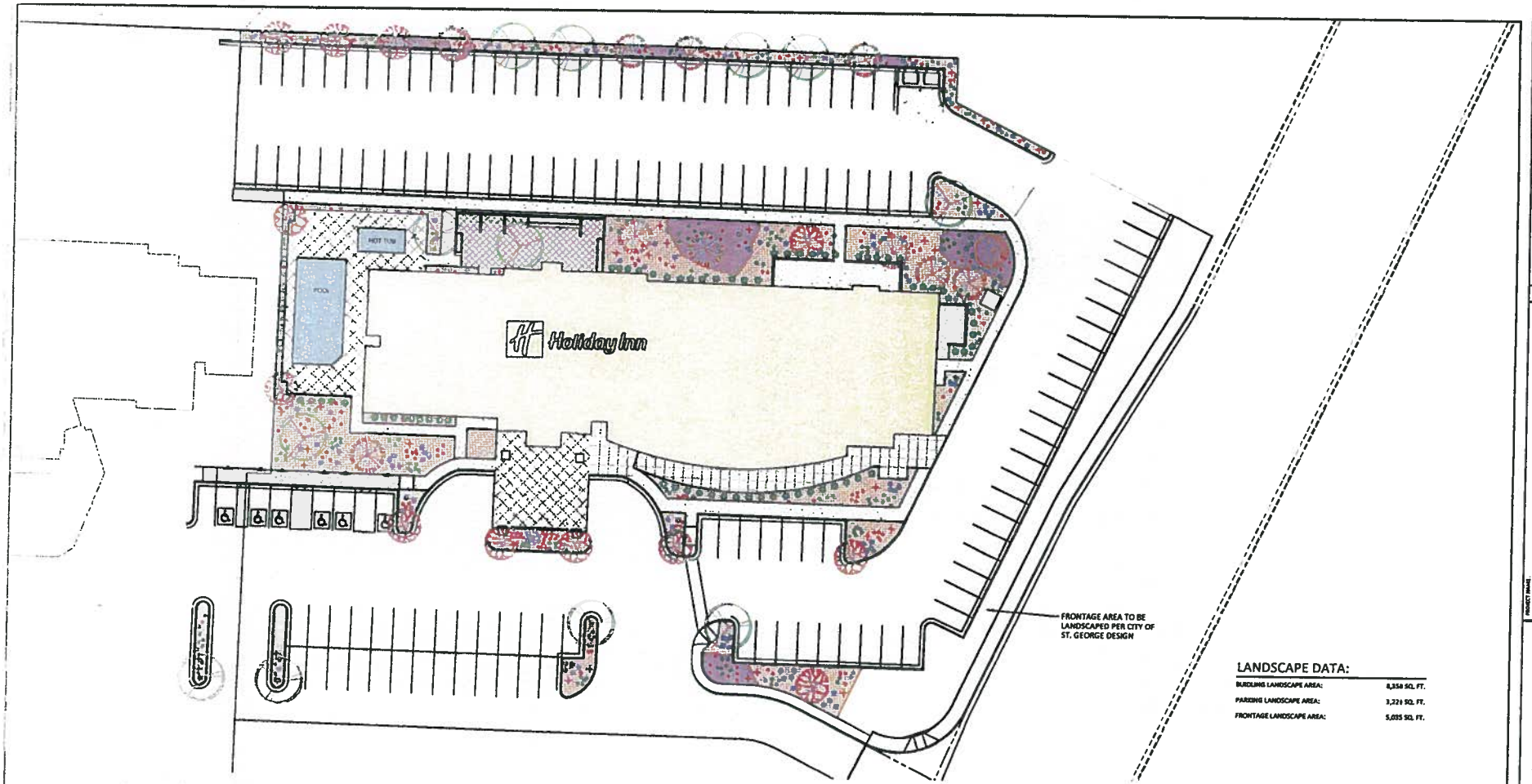
DEVELOPMENT SOLUTIONS, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS.
130 East St. George Blvd Suite #301
St. George, UT 84770
Office (435) 628-3910 Fax (435) 674-3553
www.developmentsolutions.co

PROJECT NAME: HOLIDAY INN
LOCATED IN ST. GEORGE,UT
SHEET NAME: SITE PLAN

NO.	DESCRIPTION	DATE	APP'D

DATE:	AUG 2014
PM:	LE
DRAWN BY:	LE
REVIEWED BY:	LE
CHECKED BY:	JKT
PROJECT NO.:	14-001
SCALE:	1"=30'
SHEET NUMBER	C1.02

1 OF 1 TOTAL



PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	QTY
	Fraxinus cuspidata/ Fragrant Ash	15 gal	6
	Pinus eldarica / Afghan Pine	24"box	7
	Prosopis glandulosa / Honey Mesquite	24"box	2
	Pyrus calleryana 'Arlstocrat' Tm / Arlstocrat Flowering Pear	24"box	6

SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	Abelia x grandiflora / Glossy Abelia	5 gal	59
	Hemerocallis x 'August Orange' / Daylily	2 gal	52
	Hemerocallis x 'Baja' / Daylily	2 gal	49
	Salvia darcil / Desert Sage	2 gal	84
	Yucca whipplei / Chaparral Yucca	5 gal	41

LEGEND

- RIGHT OF WAY LINE
- CURB AND GUTTER
- SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- 2" LAYER ROCK MULCH
- 4" TO 6" RIVER ROCK PROVIDE TWO (2) 4' BOULDERS IN EACH RIVER ROCK AREA)

NOTES

1. KEEP ALL LANDSCAPING/OBJECTS OVER 3 FEET TALL OUT OF SIGHT DISTANCE TRIANGLES.
2. LANDSCAPING IS FOR CONCEPTUAL PURPOSES ONLY. OWNER IS RESPONSIBLE FOR ALL FINAL LANDSCAPING.
3. ALL LANDSCAPING SHALL CONFORM TO CITY OF ST. GEORGE STANDARDS.
4. LANDSCAPE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR IRRIGATION COMPONENTS NOT SHOWN ON PLAN & DETAILS.
5. LANDSCAPE BOULDERS ADJACENT TO ROADWAY SHALL BE NO TALLER THAN 18". ALL SUCH BOULDERS SHALL BE INSTALLED NO CLOSER THAN 18" FROM STREET CURB.
6. ALL 5 GALLON PLANTS SHALL BE INSTALLED NO CLOSER THAN 24" FROM THE ROADWAY CURB. ALL SHRUBS TO BE INSTALLED NO CLOSER THAN 18" FROM CURB.

LANDSCAPE DATA:

BUILDING LANDSCAPE AREA:	8,358 SQ. FT.
PARKING LANDSCAPE AREA:	3,226 SQ. FT.
FRONTAGE LANDSCAPE AREA:	5,035 SQ. FT.

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1 800 662-4111

20 0 20 40
SCALE IN FEET

PROJECT NAME: HOLIDAY INN ST. GEORGE
AT CONFLUENCE COMMERICAL CENTER
LOCATED IN ST. GEORGE, UT

SHEET NAME: CONCEPTUAL LANDSCAPE PLAN

NO.	DESCRIPTION	DATE	APP'D

DEVELOPMENT SOLUTIONS, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
320 East St. George Blvd Suite #201
St. George, UT 84770
Office (435) 628-2131 - Fax (435) 674-3553
www.developmentsolutionsinc.com

DS DEVELOPMENT SOLUTIONS

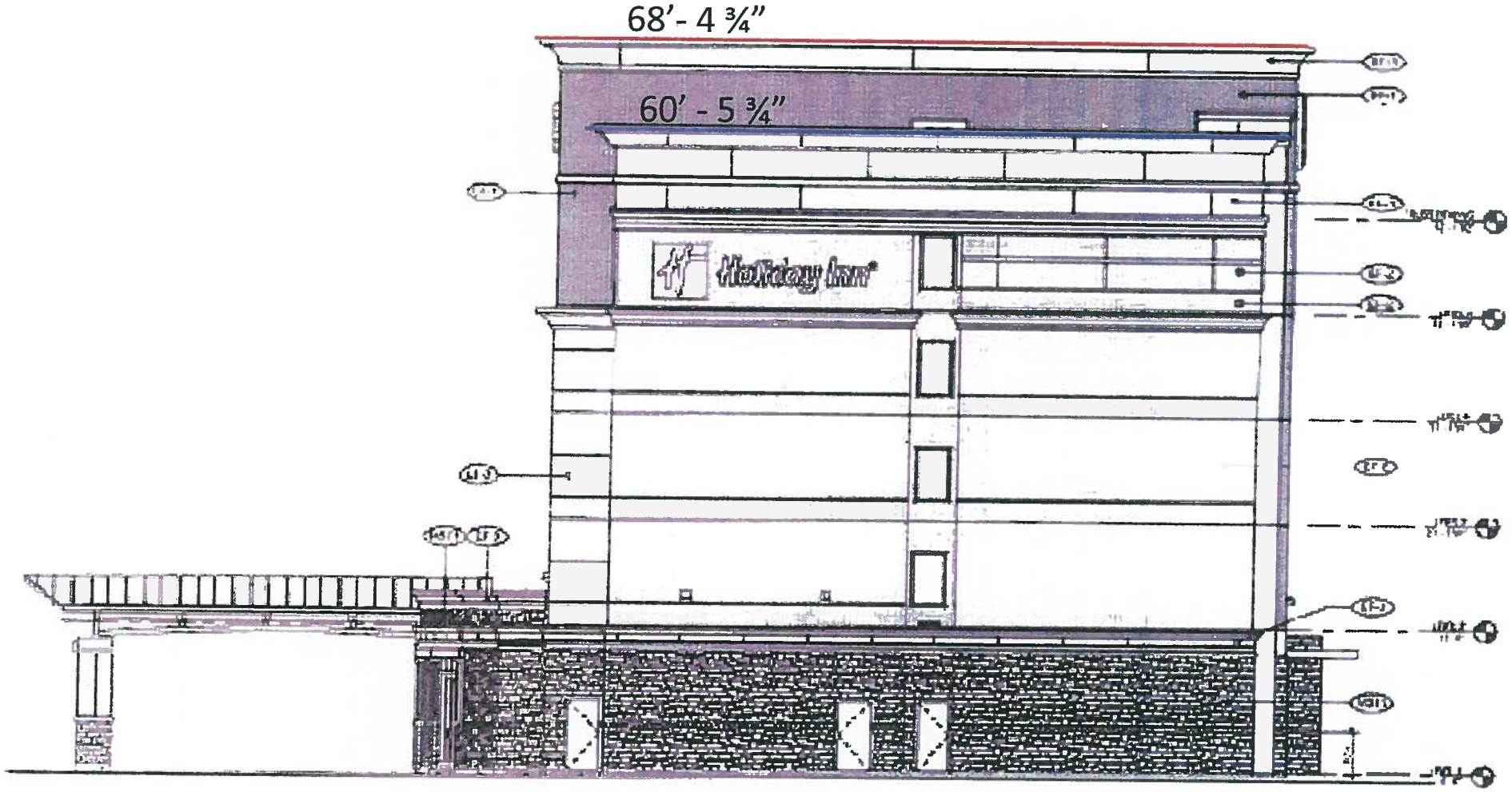
DATE:	June, 2013
PM:	SE
DRAWN BY:	CLG
DESIGNED BY:	CLG
CHECKED BY:	CLG
PROJECT NO.:	12-053
SCALE:	1"=20'
SHEET NUMBER	L1.1

1 OF 5 TOTAL

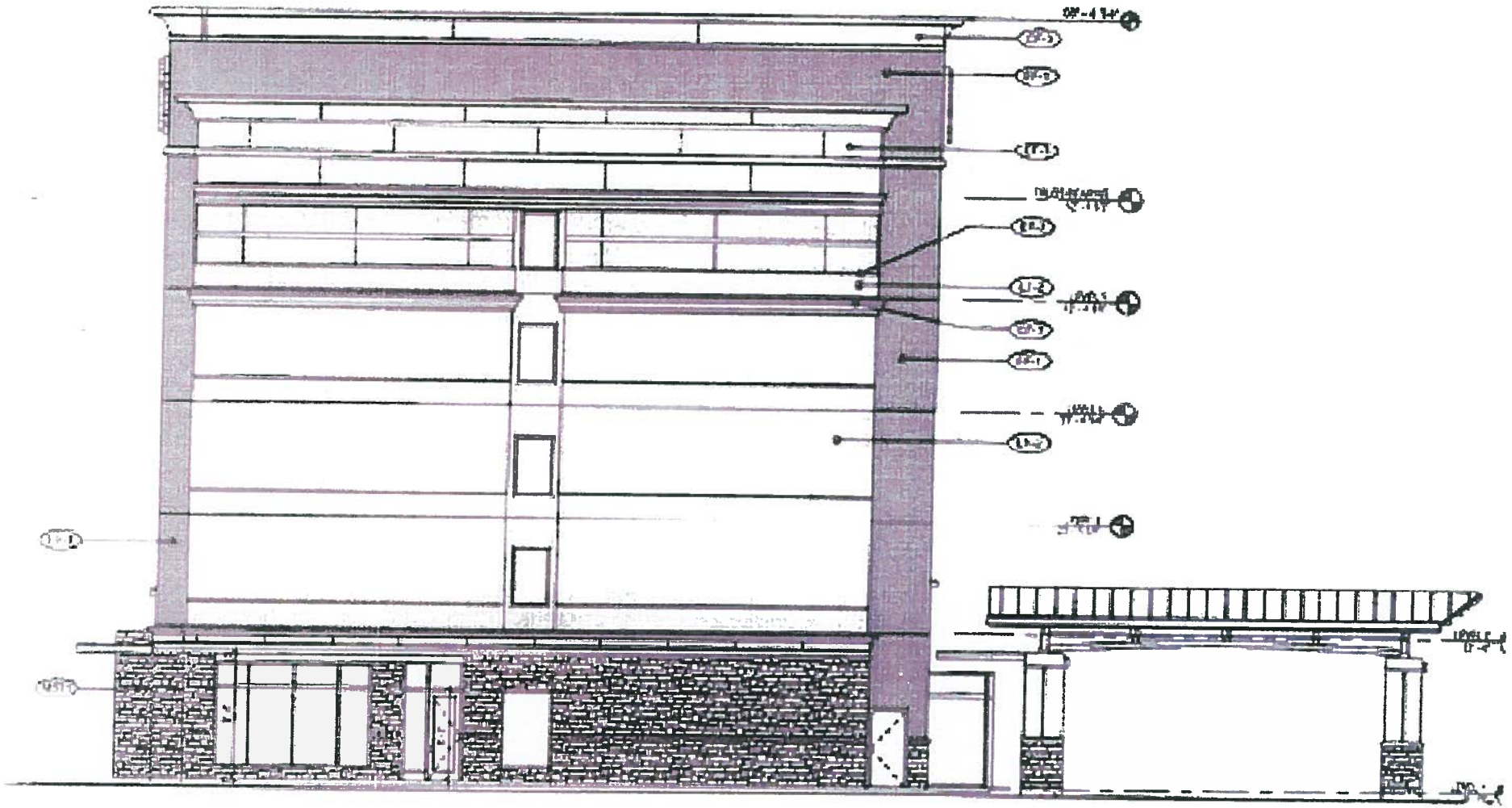
Holiday Inn

South Elevation

North Elevation



East Elevation



West Elevation

DRAFT

Agenda Item Number : 6H

Request For Council Action

Date Submitted	2014-10-06 16:22:08
Applicant	St. George Hotel Investors LLC
Quick Title	CUP for 5-story Holiday Inn behind Dixie Center
Subject	Consider a request for a Conditional Use Permit to construct a 5-story hotel with a height up to 69' on property located west of 270 East Street, and generally east of the Dixie Center.
Discussion	The applicants propose a 5-story hotel with a height up to 69' on property located behind (east of) the Dixie Center. The proposed Holiday Inn looks rather similar to the Hilton Garden Inn located to the north of the Dixie Center. The PC will consider this request on Oct 14th and make a recommendation to the Council.
Cost	$0.00
City Manager Recommendation	PC will make a recommendation, however, the request is similar to the height of the Hilton Gardens and should not stand out or be offensive. Recommend approval.
Action Taken	
Requested by	BN / Ray Snyder
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

DRAFT

Agenda Item Number : 6I

Request For Council Action

Date Submitted	2014-09-10 13:07:21
Applicant	Phillip Solomon
Quick Title	Net Metering Policy Update
Subject	This is a request to update the net metering policy.
Discussion	Policy changes are in red. The major changes are: Addition of a $250 fee to cover the cost of plan review and connection compliance. Define the size of system allowed based on the customer kWh load. It will limit the size to 40% of a customer kWh load. It updates the process of registering a complaint, as the W&E Service Board does not exist, the City Council is the body to which complaints should be registered.
Cost	$0.00
City Manager Recommendation	This policy revision deals with installation of residential and commercial solar panels and changes the appeal process from the W & P Board that does not exist any more to the City Council.
Action Taken	
Requested by	Phillip Solomon
File Attachments	Net Metering Policy Revised 9.2014.doc
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Net Metering Policy Revised 9.2014.doc

City of St. George

Energy Services Department

NET METERING POLICY #10.95

October 2005

Updated ~~October 2013~~September 2014

POLICY NO.: 10.95

APPROVED BY: City Council

EFFECTIVE DATE: October 2005

METHOD OF APPROVAL: Recommend to the City Council by the Water and Energy Services Board

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Scope

This policy sets forth requirements for the interconnection of customer electric generating facilities, including those that generate renewable energy, within the City of St. George electric distribution systems,

Definitions

The following words and terms, when used in this policy shall have the following meanings, unless the context clearly indicates otherwise.

"Avoided cost of wholesale power" means the average locational marginal price of energy in the utility's transmission zone.

"Renewable energy" means a system that generates wind or solar power which is installed on or by the City of St. George Energy Services Department.

"Customer" means a City of St. George customer that generates electricity, on the customer's side of the meter and receives an electric utility bill from the City of St. George.

"Customer-generating facility" means the equipment used by a customer-generator to generate, manage, and monitor electricity. A Customer-Generating Facility typically includes an electric generator and/or an equipment package, as defined herein.

"Electric distribution system" means that portion of an electric system which delivers electricity from transformation points on the transmission system to points of connection at a customer's premises. An electric distribution system generally carries less than 69 kilovolts of electricity.

"Electric power supplier" means the City of St. George Energy Services Department.

"Equipment package" means a group of components connecting an electric generator with an electric distribution system, and includes all interface equipment including switchgear, inverters, or other interface devices. An equipment package may include an integrated generator or electric source.

"Fault current" means electrical current that flows through a circuit and is produced by an electrical fault, such as to ground, double -phase to ground, three-phase to ground, phase-to-phase, and three-phase. A fault current is several times larger in magnitude than the current that normally flows through a circuit.

"Good utility practice" means a practice, method, action or policy that is engaged in and/or accepted by a significant portion of the electric industry in a region in which a reasonable utility official would expect, in the light of the facts reasonably discernable at the time, to accomplish the desired result reliably, safely and expediously.

"IEEE standards" means the standards published by the Institute of Electrical and Electronic Engineers, available at www.ieee.org.

"Interconnection agreement" means an agreement between a customer-generator and the City which governs the connection of the Customer-Generating Facility to the electric distribution system, as well as the ongoing operation of the Customer-Generating Facility after it is connected to the system. An interconnection agreement will follow the standard form agreement developed by the St. George Energy Services Department (SGESD) and posted on the City's web site, www.sgcity.org.

"kW" means kilowatts, a unit of power representing 1,000 watts. A kW equals 1/1000 of a MW, as defined herein.

"Net metering" means a system of metering electricity in which the City:

1. Credits a customer-generator at the full retail rate for each kilowatt-hour produced by a class I renewable energy system installed on the customer generator's side of the electric revenue meter, up to the total amount of electricity used by that customer during an annualized period;

2. Compensates the customer-generator at the end of the annual billing period for any remaining credits, at a rate equal to the supplier/provider's avoided cost of wholesale power.

"MW" means megawatts, a unit of power representing 1,000,000 watts. A megawatt equals 1000 kW.

"Point of common coupling" has the same meaning as assigned to this term in IEEE Standard 1547 Section 3.0 (published July 2003), as amended and supplemented, which is incorporated herein by reference. IEEE standard 1547 can be obtained through the IEEE website at www.ieee.org. As of {effective date of this rule}, IEEE Standard 1547 Section 3.0 defined this term as "the point in

the interconnection of a Customer-Generating Facility with an electric distribution system at which the harmonic limits are applied."

"Renewable Energy Credit" (REC) is the renewable attributes associated with the system.

"Solar electric generation" has the meaning of a photovoltaic system installed at the customer-generator site and approved by the Energy Services Department.

"Spot network" has the same meaning as assigned to the term under IEEE Standard 1547 Section 4.1.4, (published July 2003), as amended and supplemented, which is incorporated herein by reference. IEEE standard 1547 can be obtained through the IEEE website at www.ieee.org. As of {effective date of this rule}, IEEE Standard 1547 defined "spot network" as "a type of electric distribution system that uses two or more inter-tied transformers to supply an electrical network circuit." A spot network is generally used to supply power to a single customer or a small group of customers.

1. NET METERING GENERAL PROVISIONS AND FEES

(a) The City will offer net metering to their customers that generate electricity, on the customer's side of the meter, using renewable energy sources, provided that the generating capacity of the customer-generating facility does not exceed ten megawatts or exceed the customer's peak electric needs or exceed the capacity of the distribution circuits (see the section titled **Level 1**)

(b) The City will develop a tariff providing for net metering. The City will make net metering available to eligible customers on a first come, first-served basis.

(c) If, in a given monthly billing period, a customer supplies more electricity to the electric distribution system than the City delivers to the Customer, the City will credit the customer for the excess. To do this, the City will reduce the customer's bill for the next monthly billing period to compensate for the excess electricity in the previous billing period. If a kWh credit is generated for twelve (12) consecutive months, SGESD will buy that amount of kWh at its avoided cost of power.

(d) System size is limited to approximately 40% of customer load. This is determined by the average kWh metered for the prior twelve (12) months. If the system is being installed on new construction, an estimate of the load should be calculated and the system designed so that it doesn't exceed 40% of the estimated kWh use in a month.

(e) Photovoltaic systems must meet the following warranty requirements:

- Panels – 20 years

- Inverters – 5 years
- Installation (labor) – 1 year
- New Equipment

(f) A Utah licensed electrical contractor (S200, S201 or S202) or equivalent must install the photovoltaic systems.

(g) A plan review and connection compliance fee of two hundred and fifty dollars ($250.00) will be due at the time the building permit is issued. This fee is in addition to the building permit fee, but will be paid at the same time.

(hg) The Building Department should be contacted regarding installations to assure required permits are obtained.

2. REBATES AND RENEWABLE ENERGY CREDITS

A maximum rebate of $2,000 per installed kW may be available to a customer installing a solar (PV) system. Funding levels and capacity requirements will be considered when determining the availability of rebates. The actual rebate will be based on estimated system efficiency as determined by the St. George Energy Services Department (SGESD). The Customer's acceptance of the incentive assigns the rebated portion of Renewable Energy Credits (REC) derived from operation of the PV system to the SGESD. The portion of total RECs transferred to SGESD shall be in the same proportion as the total incentive payment. At the time of this revision, no rebates are being offered.

3. METERS AND METERING

(a) A Customer-generating facility used for net metering shall be equipped with metering equipment that can measure the flow of electricity in both directions at the same rate. This is typically accomplished through use of a single bi-directional meter. Meter equipment shall be approved by the City.

(b) The city will require a production meter to be installed for each generating facility. The production meter will be placed to meter total kWh production from the PV system.

4. GENERAL INTERCONNECTION PROVISIONS

(a) The City will provide the following three review procedures for applications for interconnection of customer-generating facilities:

Level 1 – The City will use this review procedure for all applications to connect inverter-based customer-generating facilities, which has a power rating of 10 kW or less.

Level 2 – The City will use this review procedure for applications to connect customer-generating facilities with a power rating of 2 MW and greater than 10 kW.

Level 3 – The City will use this review procedure for applications to connect customer-generator facilities with a power rating of greater than 2 MW, which do not qualify for either the level 1 or level 2 interconnection review procedures.

(b) The City will designate an employee or office from which a customer can obtain basic application forms and information through an informal process. On request, this employee or office will provide all relevant forms, documents, and technical requirements for submittal of a complete application for interconnection review under this section, as well as specific information necessary to contact the City representatives assigned to review the application.

(c) Upon request, the City will meet with a customer who qualifies for level 2 or level 3 interconnection review, to assist them in preparing the application.

(d) An application for interconnection review shall be submitted on a standard form, available from the City and posted on the City's website at www.sgcity.org. The application form will require the following types of information:

1 Basic information regarding the customer.
2 Information regarding the type and specifications of the Customer-Generating Facility.
3 Information regarding the contractor who will install the Customer-Generating Facility
4 Certifications and agreements regarding utility access to the customer generator's property, emergency procedures, liability, compliance with electrical codes, proper operation and maintenance, receipt of basic information.
5 Other similar information that is necessary to determine compliance with this policy.

(e) The City will not be responsible for the cost of determining the rating of equipment owned by a customer-generating facility, or of equipment owned by other local customers.

(f) The provisions of this policy that apply to interconnection are primarily intended for customer-generator facilities that are eligible for net metering; that is, renewable generation facilities with a capacity no greater than two megawatts, which generate electricity for retail transactions. However, these provisions may be used for review of other interconnections at the discretion of the City.

(g) If the interconnection of a customer-generating facility is subject to interconnection requirements of FERC or WECC, the provisions of this policy that apply to interconnection apply to that facility only to the extent that they do not conflict with the interconnection requirements of FERC or WECC.

(h) If a customer applying for interconnection disagrees with the City's determination of fact or need regarding matters covered in this policy, or if any person has a complaint regarding matters covered herein, the customer or other person may file an informal complaint with the ~~Water and Energy Services Board~~ City Council.

5. CERTIFICATION OF CUSTOMER-GENERATOR FACILITIES

(a) In order to qualify for the level 1 and the level 2 interconnection review procedures, a customer-generating facility must be certified as complying with the following standards, as applicable:

1 IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems, as amended and supplemented, which is incorporated by reference herein. IEEE standard 1547 can be obtained through the IEEE website at www.ieee.org; and

2 UL 1741, Inverters, Converters, and Controllers for Use in Independent Power Systems (January 2001), as amended and supplemented, which is incorporated by reference herein. UL standards can be obtained through the Underwriters Laboratories website at www.ul.com.

(b) An equipment package shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in (a) above.

(c) If the equipment package has been tested and listed in accordance with this section as an integrated package, which includes a generator or other electric source, the equipment package shall be deemed certified, and the City generally will not require further design review, testing or additional equipment.

(d) If the equipment package includes only the interface components (switchgear, inverters, or other interface devices), an interconnection customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed certified, and the City generally will not require further design review, testing or additional equipment.

6. LEVEL 1 INTERCONNECTION REVIEW

(a) The City will adopt a level 1 interconnection review procedure. The City will use the level 1 review procedure only for an application to interconnect a customer generating facility that meets all of the following criteria:

1. The facility is inverter-based;
2. The facility has a capacity of 10 kW or less; and
3. The facility has been certified by the City.

(b) For a Customer-Generating Facility described at (a) above, the City will approve interconnection under the level 1 interconnection review procedure if all of the applicable requirements at (c) through (g) below are met. The City will not impose additional requirements not specifically authorized under this section.

(c) The aggregate generation capacity on the distribution circuit to which the Customer Generating Facility will interconnect, including the capacity of the Customer-generating Facility, shall not contribute more than l0% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level that is nearest the proposed point of common coupling as determined by the City.

(d) A Customer-Generating Facility's point of common coupling shall not be on a transmission line or a spot network.

(e) If a Customer-Generating Facility is to be connected to a radial distribution circuit, the aggregate generation capacity connected to the circuit, including that of the Customer-Generating Facility, shall not exceed 10% (15% for solar electric generation) of the circuit's total annual peak load, as most recently measured at the substation.

(f) If a Customer-Generating Facility is to be connected to a single-phase shared secondary, the aggregate generation capacity connected to the shared secondary, including the Customer-Generating Facility, shall not exceed 20 kilovolt-amps (kVA).

(g) If a single-phase Customer-Generating Facility is to be connected to a transformer center tap neutral of a 240 volt service, the addition of the Customer-Generating Facility shall not create an imbalance between the two sides of the 240 volt service of more than 20% of nameplate rating of the service transformer.

(h) A Customer shall submit an application for level 1 interconnection review on a standard form, available from the City and posted on the City's website at www.sgcity.org. A customer may choose to simultaneously submit the City's standard form Net Metering Agreement executed by the Customer.

(i) Within five business days after receiving an application for level 1 interconnection review, the City will provide written or e-mail notice to the

customer that it received the application and whether the application is complete. If the application is incomplete, the written notice will include a list of all of the information needed to complete the application.

(j) Within ten business days after the City notifies the customer that the application is complete under (i) above, the City will notify the customer that:

1 The Customer-Generating Facility meets all of the criteria of (c) through (g) above that apply to the facility, and the interconnection will be finally approved upon completion of the process set forth at (k) through (o)below; or

2 The Customer-Generating Facility has failed to meet one or more of the applicable criteria of (c) through (g) above, and the interconnection application is denied.

3 If a Customer-Generating Facility meets all of the applicable criteria at (c) through (g) above, the City will (c) through (g) above notify the customer that a City inspection of the Customer-Generating Facility for compliance with this policy is required prior to starting operation of the facility; and Execute and send to the customer a level 1 Net Metering Agreement.

(k) A customer that receives a Net Metering Agreement under (j) above shall execute the agreement and return it to the City at least five business days prior to starting operation of the Customer-Generating Facility. The customer shall indicate the anticipated start date for operation of the Customer-Generating Facility. The Customer shall not begin operating the facility until completion of the City's building inspection and utility verification.

(l) Upon receipt of the executed Net Metering Agreement from the Customer and satisfactory completion of an inspection and verification, the City will approve the interconnection, conditioned on approval by the electrical code officials with jurisdiction over the interconnection.

(m) If an application for level 1 interconnection review is denied because it does not meet one or more of the applicable requirements in this section, a Customer may resubmit the application under the level 2 or level 3 interconnection review procedure, as appropriate.

7. LEVEL 2 INTERCONNECTION REVIEW

(a) The City will adopt a level 2 interconnection review procedure. The City will use the level 2 interconnection review procedure for an application to interconnect a Customer-Generating Facility that meets both of the following criteria:

1. The facility has a capacity of 2 megawatts or less; and greater than 10 kW
2. The facility has been certified by the City

(b) For a Customer-Generating Facility described at (a) above, the City will approve interconnection under the level 2 interconnection review procedure if all of the applicable requirements at (c) through (l) below are met.

(c) The aggregate generation capacity on the distribution circuit to which the Customer-Generating Facility will interconnect, including the capacity of the Customer-Generating Facility, will not cause any distribution protective equipment (including but not limited to substation breakers, fuse cutouts, and line reclosers), or customer equipment on the electric distribution system, to exceed 90 percent of the short circuit interrupting capability of the equipment. In addition, a Customer-Generating Facility will not be connected to a circuit that already exceeds 90% of the short circuit interrupting capability, prior to interconnection of the facility.

(d) If there are posted transient stability limits to generating units located in the general electrical vicinity of the proposed point of common coupling (e.g., within 3 or 4 transmission voltage level busses), the aggregate generation capacity (including the Customer-Generating Facility) connected to the distribution low voltage side of the substation transformer feeding the distribution circuit containing the point of common coupling shall not exceed 10 kW.

(e) The aggregate generation capacity connected to the distribution circuit, including the Customer-Generating Facility, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of common coupling.

(f) If a Customer-Generating Facility is to be connected to three-phase, four wire primary City distribution lines, a three-phase or single phase generator shall be connected line to-neutral and shall be effectively grounded.

(g) If a Customer-Generating Facility is to be connected to a single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the Customer-Generating Facility, shall not exceed 20 kilovolt-amps (kVA).

(h) If a Customer-Generating Facility is single-phase and is to be connected to a transformer center tap neutral of a 240 volt service, the addition of the Customer-Generating Facility shall not create an imbalance between the two sides of the 240 volt service, which is greater than 20% of the nameplate rating of the service transformer.

(i) A Customer-Generating Facility's point of common coupling shall not be on a transmission line.

(k) A Customer shall submit an application for level 2 interconnection review on a standard form, available from the City and posted on the City's website at www.sgcity.org. A Customer may choose to simultaneously submit the City's standard form Net Metering Agreement executed by the customer.

(l) Within five business days after receiving an application for level 2 interconnection review, the City will provide written or e-mail notice to the customer that it received the application and whether the application is complete. If the application is incomplete, the written notice will include a list of all of the information needed to complete the application.

(m) Within twenty business days after the City notifies the Customer that the application is complete under (l) above, the City will perform an initial review of the proposed interconnection to determine whether the interconnection meets the applicable requirements at (c) through (i) above. During this initial review, the City may, at the Customer's expense, conduct any studies or tests it deems necessary to evaluate the proposed interconnection. The initial review will result in one of the following determinations:

1 The Customer-Generating Facility meets the applicable requirements in (c) through (i) above. In this case, the City will notify the customer that the interconnection will be finally approved upon completion of the process set forth at (o) through (q) below. Within five business days after this notice, the City will provide the customer with an executable Net Metering agreement;

2 The Customer-Generating Facility has failed to meet one or more of the applicable requirements the City will identify the requirements the Customer-Generating Facility failed to meet. The Customer may resubmit the application with changes along with any estimated costs for additional reviews.

(o) A Customer that receives an interconnection agreement under (m) (1) or (2) above shall:

1 Execute the agreement and return it to the City at least ten business days prior to starting operation of the Customer-Generating Facility; and

2 Indicate to the City the anticipated start date for operation of the Customer-Generator Facility.

(p) The City will require a City building inspection and utility verification of a Customer-Generating Facility for compliance with this policy prior to operation, and may require and arrange for witness of commissioning tests as set forth in IEEE standard 1547 (Latest revision), as amended and supplemented, which is incorporated by reference herein. The City will schedule any inspections or tests

under this section promptly and within a reasonable time after submittal of the application. The customer will not begin operating the Customer-Generating Facility until after the inspection and testing is completed.

(q) For a Customer that receives an interconnection agreement under (m) (1) or (2) above, approval of interconnected operation of the Customer-Generating Facility will be conditioned on all of the following occurring:

1 The interconnection has been approved by the electrical code official with jurisdiction over the interconnection;

2 Any City verification and/or witnessing of commissioning tests arranged under (p) above are successfully completed; and

3 The planned start date provided by the Customer under (o) above has passed(s). If an application for level 2 interconnection review is denied because it does not meet one or more of the requirements in this section, the Customer may resubmit the application under the level 3 interconnection review procedure.

8. LEVEL 3 INTERCONNECTION REVIEW

(a) The City will adopt a level 3 interconnection review procedure. The City will use the level 3 review procedure for an application to interconnect a Customer-Generating Facility that has a capacity greater than 2 MW and less than 10 MW and does not qualify for the level 1 or level 2 interconnection review procedures.

(b) The City will conduct an initial review of the application and will offer the Customer an opportunity to meet with City staff to discuss the application. At the meeting, the City will provide pertinent information to the Customer, such as the available fault current at the proposed interconnection location, the existing peak loading on the lines in the general vicinity of the Customer-Generating Facility, and the configuration of the distribution lines at the proposed point of common coupling.

(c) The City will provide an impact study agreement to the customer, which will include a good faith cost estimate for an impact study to be performed by the City. An impact study is an engineering analysis of the probable impact of a Customer-Generating Facility on the safety and reliability of the City's electric distribution system. An impact study will be conducted in accordance with good utility practice and will:

1 Detail the impacts to the electric distribution system that would result if the Customer-Generating Facility were interconnected without modifications to either the Customer-Generating Facility or to the electric distribution system;

2 Identify any modifications to the City's electric distribution system that would be necessary to accommodate the proposed interconnection; and

3 Focus on power flows and utility protective devices, including control requirements.

(d) If the proposed interconnection may affect electric transmission or delivery systems other than that controlled by the City, operators of these other systems may require additional studies to determine the potential impact of the interconnection on these systems. If such additional studies are required, the City will coordinate the studies but shall not be responsible for their timing. The Customer shall be responsible for the costs of any such additional studies required by another affected system. Such studies shall be conducted only after the Customer has provided written authorization.

(e) After the Customer has executed the impact study agreement and has paid the City the amount of the good faith estimate required under (c) above, the City will conduct the impact study and will notify the customer of the results as follows:

1 If the impact study indicates that only insubstantial modifications to the City's electric distribution system are necessary to accommodate the proposed interconnection, the City will send the customer a Net Metering Agreement that details the scope of the necessary modifications and an estimate of their cost; or

2 If the impact study indicates that substantial modifications to the City's electric distribution system are necessary to accommodate the proposed interconnection, the City will provide an estimate of the cost of the modifications. In addition, the City will offer to conduct a facilities study at the Customer's expense, which will identify the types and cost of equipment needed to safely interconnect the customer's Customer-Generating Facility. The City has sole discretion on whether to allow or deny the modifications required. All allowed modifications will be made at the Customer's expense.

(f) If a Customer requests a facilities study under (e) (2) above, the City will provide a facilities study agreement. The facilities study agreement will describe the work to be undertaken in the facilities study and will include a good faith estimate of the cost to the Customer for completion of the study. Upon the execution by the customer of the facilities study agreement, the City will conduct a facilities study, which will identify the facilities necessary to safely interconnect the Customer-Generating Facility with the City's electric distribution system, the cost of those facilities, and the time required to build and install those facilities.

(g) Upon completion of a facilities study, the City will provide the Customer with the results of the study and an executable Net Metering Agreement. The agreement will list the conditions and facilities necessary for the Customer-Generating Facility to safely interconnect with the City's electric distribution system, the cost of those facilities, and the estimated time required to build and install those facilities.

(h) If the customer wishes to interconnect, it shall execute the Net Metering Agreement, provide a deposit of not more than 50% of the cost of the facilities identified in the facilities study, complete installation of the Customer-Generating Facility, and agree to pay the City the amount required for the facilities needed to interconnect as identified in the facilities study.

(i) Within twenty business days after notice from the Customer that the Customer-Generating Facility has been installed, the City will inspect the Customer-Generating Facility and will arrange to witness any commissioning tests required under IEEE Standard 1547. The City and the Customer will select a date by mutual agreement for the City to witness commissioning tests.

(j) Provided that the Customer-Generating Facility passes any required commissioning tests satisfactorily, the City will notify the customer in writing, within five business days after the tests, of one of the following:

1 The interconnection is approved and the Customer-Generating Facility may begin operation; or

2 The facilities study identified necessary construction that has not been completed, the date upon which the construction will be completed and the date when the Customer-Generating Facility may begin operation.

9. CUSTOMER AND CITY REQUIREMENTS

(a) Once a net metering interconnection has been approved under this policy, the City will not require a Customer to test or perform maintenance on its facility except for the following:

1 An annual test in which the Customer-Generating Facility is disconnected from the City's distribution equipment to ensure that the inverter stops delivering power to the grid;

2 Any manufacturer-recommended testing or maintenance; and

3 Any post-installation testing necessary to ensure compliance with IEEE 1547 or to ensure safety.

(d) When a Customer-Generating Facility approved through a level 2 or level 3 review undergoes maintenance or testing in accordance with the requirements of

this policy, the Customer will retain written records documenting the maintenance and the results of testing. No recordkeeping is required for maintenance or testing performed on a Customer-Generating Facility approved through a level 1 review.

(e) The City shall have the right to inspect a Customer-Generating Facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to the Customer. If the City discovers that the Customer-Generating Facility is not in compliance with the requirements of this policy, and the noncompliance adversely affects the safety or reliability of the electric distribution system, the City may require the Customer to disconnect the Customer-Generating Facility until compliance is achieved.

(f) The City shall have the right to disconnect the customer generating facility in the event it causes system problems. The Customer will have the option of correcting the problem, at which time the system will be re-inspected before beginning operation again.

(g) The Customer shall be required to install a manual disconnect located within 10 feet of the meter and be readily assessable by utility personal.

Tariff:

If, in a given monthly billing period, a customer supplies more electricity to the electric distribution system than the City delivers to the customer, the City will credit the customer for the excess by reducing the customer's bill for the next monthly billing period.

If in any consecutive twelve (12) month period a customer supplies more electricity to the electric distribution system than the City delviers to the customer, the City will issue a check for the amount of kWh credit at a rate of four cents ($.04) per kWh.

Fees for studies deemed necessary in this policy will be charged at $65 per hour in compliance with Energy Services Department billing codes set in Policy 10.87. Some examples of studies that will be conducted at the expense of the customer are:

- Impact Study Fee as proposed in Level 2 and 3.
- Studies to evaluate proposed interconnection as discussed in Level 2.

Exhibit A

Sample Drawing
Courtesy Gardner Engineering

DRAFT

Agenda Item Number : 6J

Request For Council Action

Date Submitted	2014-10-07 15:35:54
Applicant	Jay Sandberg
Quick Title	Reimbursement Agreement
Subject	Consider approval of a reimbursement agreement with the Washington County Flood Control Authority for the Washington Fields Trail and Drainage Project.
Discussion	At the request of the City, the Flood Control Authority budgeted $200,000 in 2013, and $400,000 in 2014, and anticipates budgeting $400,000 in 2015, and $225,000 in 2016 for a reimbursement total of $1,225,000 toward the Washington Fields Trail and Drainage Project. The amount is based on 50% of the total estimated cost of the project which includes design and construction management.
Cost	$NA
City Manager Recommendation	Adoption of a formal agreement with the Flood Authority to reimburse the City for the major project called the Washington Fields Trail and Drainage. This project is on the south side of the newly opened Mall Drive from the bridge to 3000 east.
Action Taken	
Requested by	Cameron Cutler
File Attachments	Washington Fields Trail and Drainage Reimbursement Agreement.pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Washington Fields Trail and Drainage Reimbursement Agreement.pdf

REIMBURSEMENT AGREEMENT

THIS AGREEMENT dated the _____day of, _____2014, between St. George City, (hereinafter "CITY"), a municipal corporation, and the Washington County Flood Control Authority, (hereinafter "AUTHORITY").

RECITALS

Whereas, CITY and AUTHORITY wish to enter into an agreement to design and construct flood control improvements known as the ***Washington Fields Trail and Drainage Project*** located within the City of St. George, and hereinafter referred to as "Project", which shall be partially funded by the AUTHORITY; and

Whereas, AUTHORITY determined that the Project was within the mission of AUTHORITY, that they had funds available and that this was an appropriate project to assist on by providing funding therefore they authorized funding for the Project; and

WHEREAS, CITY will construct and manage the Project and AUTHORITY will reimburse CITY for a portion of the work done on the project as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AUTHORITY and CITY agree as follows:

1. Project: At its own expense CITY shall design and construct the Project as described in the scope of work (Exhibit A which is hereby incorporated into this document). All aspects of the work shall be under the direction of CITY and shall be the sole responsibility of CITY. The Project shall be constructed consistent with the approved construction drawings on file with CITY. The Project shall not be deemed complete until accepted by CITY. Upon completion of construction, CITY shall assume all maintenance responsibilities and costs. CITY acknowledges that AUTHORITY does not have any ownership interest in, or any continuing liability relative to the Project other than the obligation to pay the reimbursement amount provided herein. CITY may construct or install other improvements in conjunction with Project but those improvements shall not be considered part of the Project and shall have no effect on the amount of funds reimbursed to CITY. Changes to the Project that increase AUTHORITY's cost participation will not be made without consent from both parties to this Agreement.

2. Compliance with City Design and Construction on Standards: CITY acknowledges and agrees that it must comply with all applicable laws and requirements necessary for completion of the Project and compliance with the CITY design and construction standards.

3. Reimbursement: CITY and AUTHORITY anticipate the total cost of the Project to be $2,450,000. AUTHORITY agrees to reimburse CITY for 50% of the actual costs of the Project up to $1,225,000. CITY agrees to pay the remaining costs of the Project. A cost breakdown of the Project is shown in Exhibit B
   a. Payment of AUTHORITY's obligation shall be made in installments beginning within thirty (30) days of written notification of the completion of the Project and written proof of the actual costs of the Project. AUTHORITY shall make annual payments as follows until paid

in full: 2013 - $200,000; 2014- $400,000; 2015- $400,000; 2016- $225,000.

b. AUTHORITY reserves the right to adjust the payment plan if funds are not available. Available funds mean funds held by AUTHORITY in excess of 20% of the fees collected from the Primary Members of AUTHORITY during a fiscal year.

c. AUTHORITY shall not pay any CITY administrative fees. Administrative fees shall not be included in the price of the Project.

d. Pursuant to the Interlocal Agreement for the AUTHORITY the withdrawal of any Primary Member of the AUTHORITY from the AUTHORITY shall not adversely affect this Agreement or relieve the withdrawing Primary Member of its obligation to pay its share of obligations, indebtedness and liabilities incurred prior to withdrawal.

4. Indemnity. CITY shall defend, indemnify, save and hold harmless AUTHORITY, its governing body, officers, and agents against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the acts of City as they relate to this Agreement. In the event of any such claims made or suits filed against AUTHORITY, AUTHORITY shall give CITY prompt written notice. CITY agrees to defend against any claims brought or actions filed against AUTHORITY, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. Said attorney fees shall be reasonable and subject to review by CITY.

a. CITY shall indemnify, defend, save and hold harmless AUTHORITY, its governing body, officers, 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 or in connection with the acts of City as they relate to this Agreement;

ii. CITY's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under this Agreement;

iii. claims by any employee of the CITY, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CITY'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 CITY or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. AUTHORITY shall give CITY prompt written notice of any such claims or suits filed against AUTHORITY arising under this Agreement. CITY agrees to defend against any claims brought or actions filed against AUTHORITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. When a claim is brought or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ a separate attorney of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. CITY shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for AUTHORITY.

c. The insurance requirements in this agreement shall not be construed as limiting CITY'S liability. Irrespective of the requirements for CITY 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 CITY of any obligations under this agreement.

5. Insurance: CITY shall have a continuing duty to require any contractor engaged to perform the work on the Project to procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the CITY, its agents, representatives, or employees in accordance with the CITY standard insurance requirements. CITY shall provide to the AUTHORITY for its records an insurance certificate from contractor naming the AUTHORITY as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise.

6. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of CITY and AUTHORITY, which consent, shall not be unreasonably withheld.

7. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, assigns, receivers and successors of the parties.

8. No Joint Venture, Partnership or Third Party Rights. Nothing in this Agreement is intended to,or shall be deemed to, constitute a partnership or joint venture between AUTHORITY and CITY. 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.

9. 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 and may only be modified by a subsequent writing duly executed by the parties hereto.

10. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such a decision shall not affect any other part or provision of this Agreement.

11. 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.

12. 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.

13. 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.

14. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be given in writing and shall be mailed to the following:

Washington County Flood Control Authority
Attn: Washington County Public Works Director
197 East Tabernacle
St. George, UT, 84770

St. George City
Attn: Public Works Director
175 East 200 North
St. George, Utah, 84770

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

15. Attorney Fees and Court Costs. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, court costs, and any other reasonable costs incurred in connection with such action, whether at trial or on appeal.

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

17. Authority of Parties. The parties executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated.

Washington County Flood Control Authority:

_____
Jeff Turek, Chairman

City of St. George:

_____
Jonathan T. Pike, Mayor

_____
Attest: Christina Fernandez, City Recorder

Approved as to form:

_____
Paula Houston, Deputy City Attorney:

STATE OF UTAH)
ss.
County of Washington)

On the _____ day of _____ 2014, personally appeared before me, Jeff Turek, who being by me duly sworn did say that he is the Chairman of the Washington County Flood Control Authority Executive Committee and that he executed the foregoing document on behalf of said entity being authorized and empowered to do so.

_____
Notary Public

Exhibit A

Bowen Collins
& Associates, Inc.
CONSULTING ENGINEERS

1664 S Dixie Drive, Ste E-102
St. George, Utah 84770
Phone: 435.656.3299
Fax: 435.656.2190

January 21, 2013

Mr. Larry Bulloch
Public Works Director
City of St. George
175 E. 200 N
St. George, Utah 84770

Subject: Scope and Work for Washington Fields Trail and Drainage Corridor

Dear Larry:

Thank you for the opportunity to provide a scope and fee to design the Washington Fields Drainage Channel and related features. A graphic of the general project corridor as we understand it is presented in Figure 1. At your request, the project will be separated into the three phases shown in Figure 1.

It is our understanding that the City would like to design and construct a major drainage outfall to safely convey stormwater runoff through the Washington Fields area to the Virgin River. The proposed outfall will also likely receive and convey discharge from a shallow groundwater drainage system as well. The proposed channel and trail concept will include a 10-foot-wide paved recreational trail and a riparian habitat buffer along the corridor to enhance wildlife habitat and develop a natural stream-like landscape. The proposed channel will be adjacent to existing farmland and future residential and commercial development. Therefore, property access, existing and future land use, and existing and future irrigation and drainage facilities will need to be considered during the preliminary design of the project to develop acceptable design parameters. Figure 2 shows a conceptual cross-section of the channel and associated features.

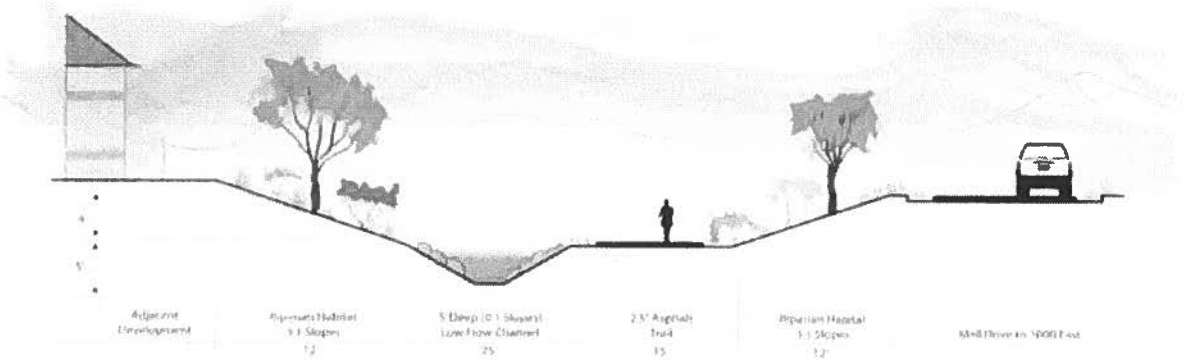

Figure 2

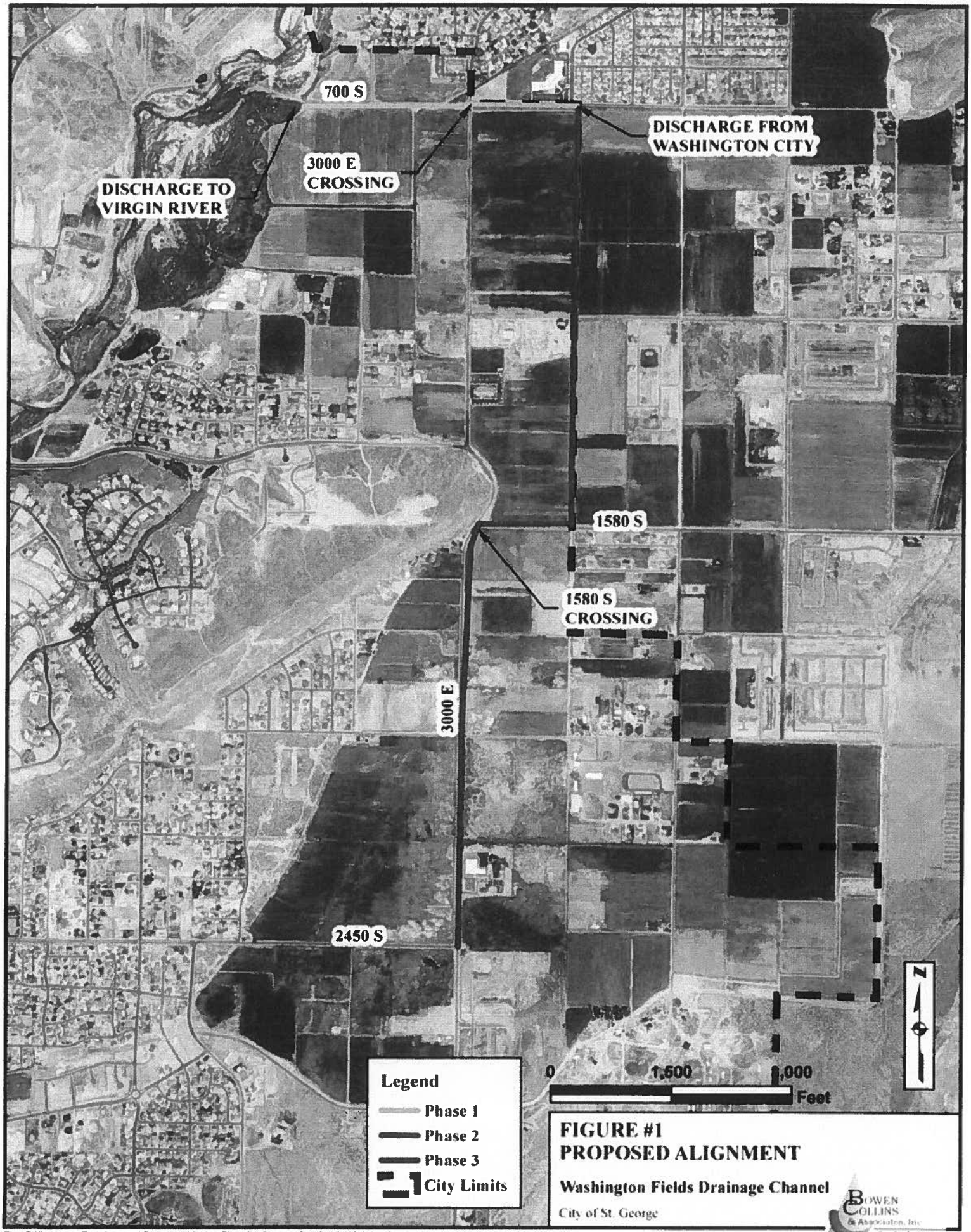

FIGURE #1
PROPOSED ALIGNMENT

Washington Fields Drainage Channel

City of St. George

Bowen Collins & Associates, Inc.

File: P:\Business Development\Proposals\Active Files\St. George City\2012_12_Washington Fields\Figure 1.mxd
Printing Date: January 2, 2013

Key issues that will be addressed as part of the design project include the following:

- Collection and conveyance of storm water and groundwater
- How and where to access properties along the channel, for existing and future land use conditions
- Preservation of the existing function of the irrigation system facilities
- Coordination with Stakeholders, including various City departments, the Washington County Flood Control Authority, Property Owners and Washington City to work out the issues associated with property access, irrigation, groundwater, maintenance, landscaping, and trail design.

The following proposed scope of services includes the survey and engineering tasks required to develop a conceptual and design level drawings and associated cost estimates for the proposed improvements along the project alignment, as well as some miscellaneous stormwater and groundwater planning for the area. It is our understanding that funding to construct Phase 1 of this project will become available over the course of several years, so the construction will need to be phased accordingly.

PROPOSED SCOPE OF SERVICES

Task 1.1, 2.1, & 3.1 – Collect and Review Existing Data (Phases 1, 2, and 3).

BC&A will coordinate with City personnel to collect and review the following information that is relevant to this project: digital property parcel boundary and ownership data along the project corridor; utility information and location, existing grading and drainage plans, groundwater drainage plan, future road alignments and existing irrigation system facilities and operating data.

Tasks 1.2, 2.2, & 3.2 – Conceptual Planning (Phases 1, 2, and 3).

Based on the adopted standards, BC&A will prepare a design memo that summarizes the hydrology for the Washington Fields drainage basin. This memo can then be used to design the stormwater facilities within this project. BC&A will then develop up to four design concepts for the entire alignment that will include the open channel, low flow drainage pipe, road crossings, street profiles, and trail alignment and trail access points. It will take into consideration future development of road corridors and property access (based on the City's land use plan). Right-of-way widths and channel and pipeline sizes will also be identified for each alternative.

These four concepts will be used in the public involvement process to obtain input from stakeholders. A single conceptual design report will be provided to document the alternatives considered and recommendations. Conceptual level cost estimates will also be included.

Task 1.3, 2.3, & 3.3 – Public Involvement (Phases 1, 2, and 3).

BC&A will assist the City in the public involvement process for the project. This will include conducting two public meetings where the nearby property owners will be notified and invited to an open house. It is assumed that the City will notify the residents and BC&A staff will provide illustrations and information about the project.

BC&A will also assist the City with conducting a community council meeting and attend one planning commission meeting. Additionally, BC&A will provide a website that can be linked to the City's website for updates and information about the project. BC&A will manage the website and update it as needed.

Tasks 1.4, 2.4, & 3.4 – Progress/Coordination Meetings (Phases 1, 2, and 3).

BC&A will prepare for and attend the following anticipated meetings that will be held as the project is completed: Five site visits, a kickoff meeting; two conceptual design coordination meetings, two progress meetings with City Council, five coordination meetings with other firms designing projects along the corridor, and a 50 percent and a 90 percent design review meeting.

BC&A will also prepare for and attend weekly coordination meetings throughout the concept and design process. A total of 60 meetings are included between these tasks.

Tasks 1.5, 2.5, & 3.5 – Survey and Mapping (Phases 1, 2, and 3).

BC&A will retain RB Surveying to survey major existing surface features along the selected project corridor. BC&A will also obtain an aerial survey that will provide 1' contours throughout a 400' wide corridor, 200' on each side of the channel centerline, for a distance of approximately 15,000 ft (Phases 1, 2, and 3). This will also include aerial photos with a 3 inch pixel.

Tasks 1.6 & 2.6 – Right-of-Way Descriptions (Phases 1 and 2).

BC&A will retain RB Surveying to prepare a right-of-way legal description with an associated exhibit for up to 12 parcels from the confluence of the Virgin River to the intersection with 1580 S in Washington City (Phases 1 and 2). It is assumed that the City will negotiate and obtain all easements and/or rights-of-way for this project.

Tasks 1.7, 2.7, & 3.6 – Geotechnical Investigation (Phases 1, 2, and 3).

BC&A will retain AGEC to provide a geotechnical investigation and report that addresses the groundwater and geotechnical issues along the project corridor. This investigation will cover the full project alignment of approximately 15,000 ft. 10 new borings will be obtained along the alignment. Materials will be tested to

identify moisture content, dry density, gradation, and Atterberg limits. The report will characterize the subsurface conditions, provide excavation recommendations, address dewatering considerations, recommend subgrade support, and identify material and compaction criteria.

Task 1.8 – Final Design (Phase 1).

After receiving comments on the conceptual design concepts from City personnel and property owners, BC&A will prepare final design drawings, specifications and cost estimates for the proposed channel from the Virgin River to the 3100 E at the Washington City Boundary (~3,000 ft). This length may be adjusted depending on the estimated costs identified in Task 1.4. The design will include details for the crossing of 3000 E, as well as drawings for a standard road crossing that provide property access along the channel. We anticipate preparing design drawings that will include the following:

- Cover Sheet, Notes and Symbols (3)
- Channel Plan & Profile (at a 1:20 scale) (4)
- Road Crossing Sheets (12)
- Landscape Plan (at a 1:20 scale) (4)
- Irrigation Plan (at a 1:20 scale) (4)
- Details (15)

Draft drawings and specs will be provided for the 50% and 90% review meetings. Final deliverables will include PDF files and 15 hard copies of the bid documents for Phase 1.

Task 1.9 – Bid Period Services (Phase 1).

BC&A will conduct and attend one pre-bid meeting, as well as attend the bid opening. BC&A will also help answer contractor questions, issue necessary addendums, provide a bid summary, help the City identify the lowest responsive bid, and present the bid to the City Council for award.

Task 1.10 – Construction Management (Phase 1).

BC&A proposes to provide one half-time observer and a part-time engineer for construction management services for the construction of Phase 1 of the project. These services will include conducting weekly construction coordination meetings, answering contractor requests for information, issuing work change directives and change orders, approving pay requests, completing construction record drawings, and providing a half-time field observer for the project to help monitor contractor compliance with the contract documents. For cost estimating purposes, we've assumed that the construction period will be five months.

Task 2.8 – 90% Drawings (Phase 2).

After receiving comments on the conceptual design concepts from City personnel and property owners, BC&A will prepare 90% design drawings for Phase 2, as well as a cost estimate. The design will include drawings for a standard road crossing that provide property access along the channel. Please note that this phase does not include design of the 1580 S crossing. Additionally, no specifications or front end documents will be prepared. We anticipate preparing design drawings that will include the following:

- Cover Sheet, Notes and Symbols (3)
- Channel Plan & Profile (at a 1:20 scale) (6)
- Road Crossing Sheets (5)
- Landscape Plan (at a 1:20 scale) (6)
- Irrigation Plan (at a 1:20 scale) (6)
- Details (6)

Draft drawings will be provided for the 50% review meeting. A 90% review is not included in this scope. Final deliverables will include PDF files and 5 hard copies of the 90% drawings.

Task 4.1 – Develop Regional Drainage Standards.

BC&A will review the hydrology for the Washington Fields area and will recommend regional drainage standards that can be adopted by the Washington County Flood Control Authority (WCFCA). During the review process, BC&A will coordinate closely with WCFCA members. As part of that coordination, BC&A will attend five meetings with various entities to acquire input and help educate board members. BC&A will prepare a brief technical memorandum that summarizes the hydrology design standards accepted by the WCFCA.

Task 4.2 – Groundwater Drain Preliminary Design Concepts.

BC&A will evaluate the recommended concepts in the 2009 South Washington Fields Drainage Study and further evaluate each concept to allow preparation of an updated layout and conceptual cost estimate. BC&A will also evaluate groundwater levels in the existing piezometers and other dewatering and groundwater drains collected by the City since 2009. Each concept will be evaluated to determine maintenance requirements and effectiveness in lowering the groundwater table. A technical memo will be prepared that summarizes each concept, provide a recommended layouts based on current conditions and existing zoning, and provide conceptual cost estimates.

As part of this effort, BC&A will also obtain four water quality samples to analyze the groundwater quality and will determine the requirements of the State to allow discharge of the groundwater to the Virgin River. No permits will be acquired.

Work Exclusions and Assumptions: This scope and fee does not include materials testing or construction staking during the construction phases. Additionally, it only includes final design and construction management of Phase 1 during an assumed six month construction period.

Attachment 1 contains a fee estimate for these services. BC&A will perform these services on a time and materials basis with a not to exceed fee of $337,221. Please let us know if you have any comments or questions with regard to the proposed scope and fee. If you find everything acceptable, we will develop an acceptable schedule.

Please note that the fee estimate total is dependent on all tasks being awarded under the same contract. Tasks have been separated by phases to allow for convenience in budget planning for the City. Splitting the tasks for each phase into separate contracts may significantly affect the overall cost.

We are looking forward to working with you in successfully completing this project. Please feel free to contact either myself or Craig Bagley with any questions.

Sincerely,

Bowen, Collins & Associates

Joel Andrus, P.E.
Project Manager

Craig R. Bagley, P.E.
Principal

Attachments

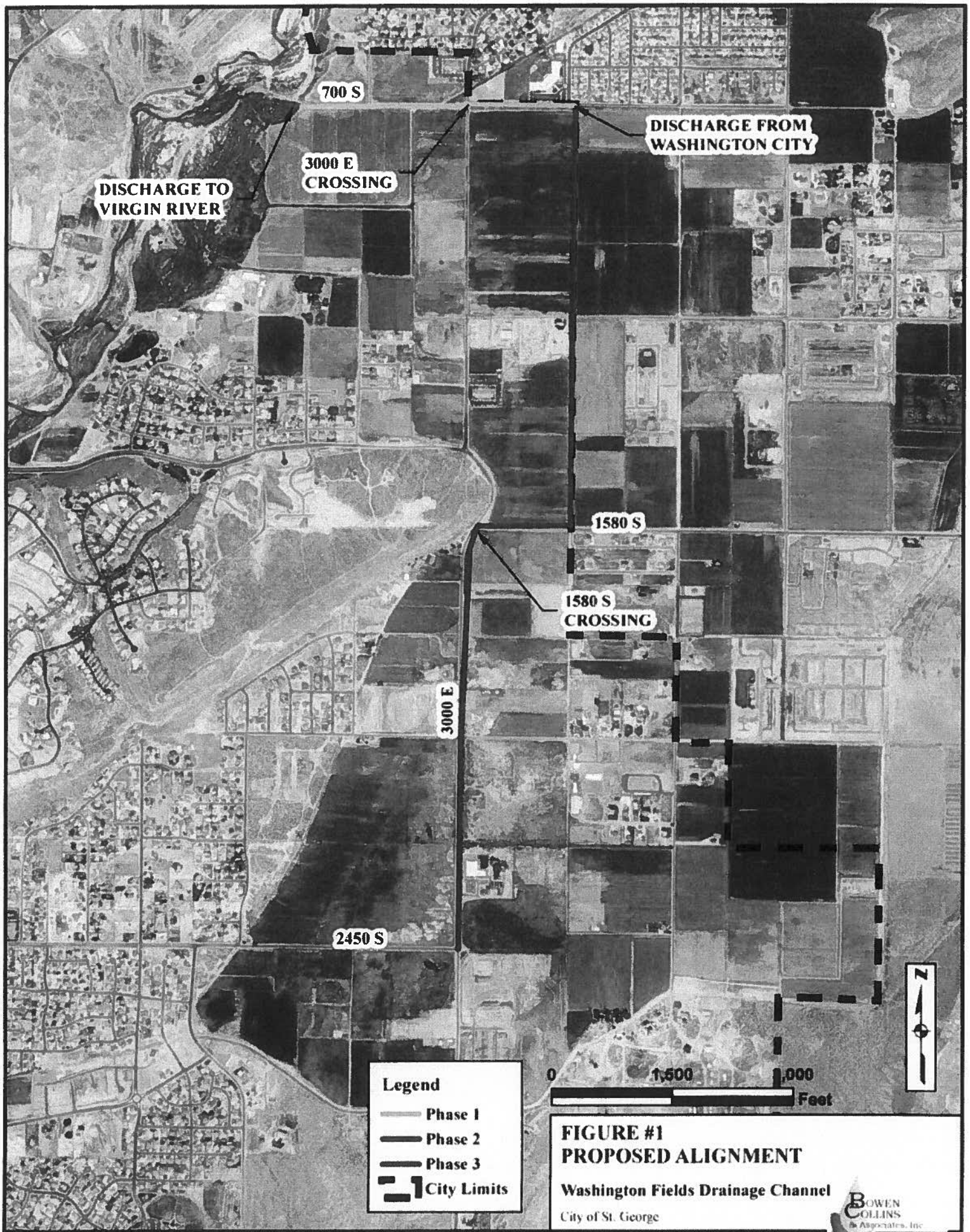

FIGURE #1
PROPOSED ALIGNMENT

Washington Fields Drainage Channel

City of St. George

Bowen Collins & Associates, Inc.

File: P:\Business Development\Proposals\Active Files\St. George City\2012_12_Washington Fields\Figure 1.mxd
Printing Date: January 2, 2013

Key issues that will be addressed as part of the design project include the following:

- Collection and conveyance of storm water and groundwater
- How and where to access properties along the channel, for existing and future land use conditions
- Preservation of the existing function of the irrigation system facilities
- Coordination with Stakeholders, including various City departments, the Washington County Flood Control Authority, Property Owners and Washington City to work out the issues associated with property access, irrigation, groundwater, maintenance, landscaping, and trail design.

The following proposed scope of services includes the survey and engineering tasks required to develop a conceptual and design level drawings and associated cost estimates for the proposed improvements along the project alignment, as well as some miscellaneous stormwater and groundwater planning for the area. It is our understanding that funding to construct Phase 1 of this project will become available over the course of several years, so the construction will need to be phased accordingly.

PROPOSED SCOPE OF SERVICES

Task 1.1, 2.1, & 3.1 – Collect and Review Existing Data (Phases 1, 2, and 3).

BC&A will coordinate with City personnel to collect and review the following information that is relevant to this project: digital property parcel boundary and ownership data along the project corridor; utility information and location, existing grading and drainage plans, groundwater drainage plan, future road alignments and existing irrigation system facilities and operating data.

Tasks 1.2, 2.2, & 3.2 – Conceptual Planning (Phases 1, 2, and 3).

Based on the adopted standards, BC&A will prepare a design memo that summarizes the hydrology for the Washington Fields drainage basin. This memo can then be used to design the stormwater facilities within this project. BC&A will then develop up to four design concepts for the entire alignment that will include the open channel, low flow drainage pipe, road crossings, street profiles, and trail alignment and trail access points. It will take into consideration future development of road corridors and property access (based on the City's land use plan). Right-of-way widths and channel and pipeline sizes will also be identified for each alternative.

These four concepts will be used in the public involvement process to obtain input from stakeholders. A single conceptual design report will be provided to document the alternatives considered and recommendations. Conceptual level cost estimates will also be included.

Task 1.3, 2.3, & 3.3 – Public Involvement (Phases 1, 2, and 3).

BC&A will assist the City in the public involvement process for the project. This will include conducting two public meetings where the nearby property owners will be notified and invited to an open house. It is assumed that the City will notify the residents and BC&A staff will provide illustrations and information about the project.

BC&A will also assist the City with conducting a community council meeting and attend one planning commission meeting. Additionally, BC&A will provide a website that can be linked to the City's website for updates and information about the project. BC&A will manage the website and update it as needed.

Tasks 1.4, 2.4, & 3.4 – Progress/Coordination Meetings (Phases 1, 2, and 3).

BC&A will prepare for and attend the following anticipated meetings that will be held as the project is completed: Five site visits, a kickoff meeting; two conceptual design coordination meetings, two progress meetings with City Council, five coordination meetings with other firms designing projects along the corridor, and a 50 percent and a 90 percent design review meeting.

BC&A will also prepare for and attend weekly coordination meetings throughout the concept and design process. A total of 60 meetings are included between these tasks.

Tasks 1.5, 2.5, & 3.5 – Survey and Mapping (Phases 1, 2, and 3).

BC&A will retain RB Surveying to survey major existing surface features along the selected project corridor. BC&A will also obtain an aerial survey that will provide 1' contours throughout a 400' wide corridor, 200' on each side of the channel centerline, for a distance of approximately 15,000 ft (Phases 1, 2, and 3). This will also include aerial photos with a 3 inch pixel.

Tasks 1.6 & 2.6 – Right-of-Way Descriptions (Phases 1 and 2).

BC&A will retain RB Surveying to prepare a right-of-way legal description with an associated exhibit for up to 12 parcels from the confluence of the Virgin River to the intersection with 1580 S in Washington City (Phases 1 and 2). It is assumed that the City will negotiate and obtain all easements and/or rights-of-way for this project.

Tasks 1.7, 2.7, & 3.6 – Geotechnical Investigation (Phases 1, 2, and 3).

BC&A will retain AGEC to provide a geotechnical investigation and report that addresses the groundwater and geotechnical issues along the project corridor. This investigation will cover the full project alignment of approximately 15,000 ft. 10 new borings will be obtained along the alignment. Materials will be tested to

identify moisture content, dry density, gradation, and Atterberg limits. The report will characterize the subsurface conditions, provide excavation recommendations, address dewatering considerations, recommend subgrade support, and identify material and compaction criteria.

Task 1.8 – Final Design (Phase 1).

After receiving comments on the conceptual design concepts from City personnel and property owners, BC&A will prepare final design drawings, specifications and cost estimates for the proposed channel from the Virgin River to the 3100 E at the Washington City Boundary (~3,000 ft). This length may be adjusted depending on the estimated costs identified in Task 1.4. The design will include details for the crossing of 3000 E, as well as drawings for a standard road crossing that provide property access along the channel. We anticipate preparing design drawings that will include the following:

- Cover Sheet, Notes and Symbols (3)
- Channel Plan & Profile (at a 1:20 scale) (4)
- Road Crossing Sheets (12)
- Landscape Plan (at a 1:20 scale) (4)
- Irrigation Plan (at a 1:20 scale) (4)
- Details (15)

Draft drawings and specs will be provided for the 50% and 90% review meetings. Final deliverables will include PDF files and 15 hard copies of the bid documents for Phase 1.

Task 1.9 – Bid Period Services (Phase 1).

BC&A will conduct and attend one pre-bid meeting, as well as attend the bid opening. BC&A will also help answer contractor questions, issue necessary addendums, provide a bid summary, help the City identify the lowest responsive bid, and present the bid to the City Council for award.

Task 1.10 – Construction Management (Phase 1).

BC&A proposes to provide one half-time observer and a part-time engineer for construction management services for the construction of Phase 1 of the project. These services will include conducting weekly construction coordination meetings, answering contractor requests for information, issuing work change directives and change orders, approving pay requests, completing construction record drawings, and providing a half-time field observer for the project to help monitor contractor compliance with the contract documents. For cost estimating purposes, we've assumed that the construction period will be five months.

Task 2.8 – 90% Drawings (Phase 2).

After receiving comments on the conceptual design concepts from City personnel and property owners, BC&A will prepare 90% design drawings for Phase 2, as well as a cost estimate. The design will include drawings for a standard road crossing that provide property access along the channel. Please note that this phase does not include design of the 1580 S crossing. Additionally, no specifications or front end documents will be prepared. We anticipate preparing design drawings that will include the following:

- Cover Sheet, Notes and Symbols (3)
- Channel Plan & Profile (at a 1:20 scale) (6)
- Road Crossing Sheets (5)
- Landscape Plan (at a 1:20 scale) (6)
- Irrigation Plan (at a 1:20 scale) (6)
- Details (6)

Draft drawings will be provided for the 50% review meeting. A 90% review is not included in this scope. Final deliverables will include PDF files and 5 hard copies of the 90% drawings.

Task 4.1 – Develop Regional Drainage Standards.

BC&A will review the hydrology for the Washington Fields area and will recommend regional drainage standards that can be adopted by the Washington County Flood Control Authority (WCFCA). During the review process, BC&A will coordinate closely with WCFCA members. As part of that coordination, BC&A will attend five meetings with various entities to acquire input and help educate board members. BC&A will prepare a brief technical memorandum that summarizes the hydrology design standards accepted by the WCFCA.

Task 4.2 – Groundwater Drain Preliminary Design Concepts.

BC&A will evaluate the recommended concepts in the 2009 South Washington Fields Drainage Study and further evaluate each concept to allow preparation of an updated layout and conceptual cost estimate. BC&A will also evaluate groundwater levels in the existing piezometers and other dewatering and groundwater drains collected by the City since 2009. Each concept will be evaluated to determine maintenance requirements and effectiveness in lowering the groundwater table. A technical memo will be prepared that summarizes each concept, provide a recommended layouts based on current conditions and existing zoning, and provide conceptual cost estimates.

As part of this effort, BC&A will also obtain four water quality samples to analyze the groundwater quality and will determine the requirements of the State to allow discharge of the groundwater to the Virgin River. No permits will be acquired.

Work Exclusions and Assumptions: This scope and fee does not include materials testing or construction staking during the construction phases. Additionally, it only includes final design and construction management of Phase 1 during an assumed six month construction period.

Attachment 1 contains a fee estimate for these services. BC&A will perform these services on a time and materials basis with a not to exceed fee of $337,221. Please let us know if you have any comments or questions with regard to the proposed scope and fee. If you find everything acceptable, we will develop an acceptable schedule.

Please note that the fee estimate total is dependent on all tasks being awarded under the same contract. Tasks have been separated by phases to allow for convenience in budget planning for the City. Splitting the tasks for each phase into separate contracts may significantly affect the overall cost.

We are looking forward to working with you in successfully completing this project. Please feel free to contact either myself or Craig Bagley with any questions.

Sincerely,

Bowen, Collins & Associates

Joel Andrus, P.E.
Project Manager

Craig R. Bagley, P.E.
Principal

Attachments

Exhibit B

St. George City
Washington Fields Trail and Drainage Corridor
Engineering Fee Estimate

Bowen Collins & Associates, Inc
CONSULTING ENGINEERS

1/17/2013

		Office/ Support	Techs	Lands. Architect	Engineers					Subtotal Hours	Subtotal Labor	Expenses	Total Cost
	Labor Category	Editor	Tech 3	Land. A.	Staff Eng.	Struct Eng.	HydroGeo.	Proj. Mngr	Principal				
	Staff	Hansen	Able	Tsandes	Miller	Davis	Mikell	Andrus	Bagley				
	Labor Rate	$64	$93	$101	$96	$125	$135	$96	$135				
Task	**Task Description**												
PHASE 1													
1.1	Collect and Review Existing Data	0	0	6	0	0	0	8	3	17	$ 1,779	$ 119	$ 1,898
1.2	Conceptual Planning	4	12	40	20	8	0	40	8	132	$ 13,252	$ 924	$ 14,176
1.3	Public Involvement	0	0	16	0	0	0	20	8	44	$ 4,616	$ 1,258	$ 5,874
1.4	Progress/Coordination Meetings	0	0	8	0	0	0	20	8	36	$ 3,808	$ 1,152	$ 4,960
1.5	Survey and Mapping	0	0	0	0	0	0	8	1	9	$ 903	$ 3,143	$ 4,046
1.6	Right of Way Descriptions	0	0	0	0	0	0	10	0	10	$ 960	$ 2,820	$ 3,780
1.7	Geotechnical Investigation	0	0	0	0	0	0	4	0	4	$ 384	$ 2,668	$ 3,052
1.8	Final Design	16	160	120	100	120	0	160	30	706	$ 72,034	$ 5,884	$ 77,918
1.9	Bid Period Services	8	16	16	10	0	0	24	2	76	$ 7,150	$ 532	$ 7,682
SUBTOTAL - PHASE 1 DESIGN		28	188	206	130	128	0	294	60	1034	$ 104,886	$ 18,500	**$ 123,386**
1.10	Construction Management	20	40	0	480	0	0	240	24	804	$ 77,360	$ 8,448	$ 85,808
TOTAL - PHASE 1		48	228	206	610	128	0	534	84	1838	$ 182,246	$ 26,948	**$ 209,194**
PHASE 2													
2.1	Collect and Review Existing Data	0	0	6	0	0	0	8	3	17	$ 1,779	$ 119	$ 1,898
2.2	Conceptual Planning	2	10	40	15	8	0	30	8	113	$ 11,498	$ 791	$ 12,289
2.3	Public Involvement	0	0	12	0	0	0	15	4	31	$ 3,192	$ 1,167	$ 4,359
2.4	Progress/Coordination Meetings	0	0	4	0	0	0	20	8	32	$ 3,404	$ 674	$ 4,078
2.5	Survey and Mapping	0	0	0	0	0	0	4	1	5	$ 519	$ 6,195	$ 6,714
2.6	Right of Way Descriptions	0	0	0	0	0	0	10	0	10	$ 960	$ 2,820	$ 3,780
2.7	Geotechnical Investigation	0	0	0	0	0	0	3	0	3	$ 288	$ 5,301	$ 5,589
2.8	90% Design Drawings	0	80	60	40	20	0	60	10	270	$ 26,950	$ 2,382	$ 29,332
TOTAL - PHASE 2		2	90	122	55	28	0	150	34	481	$ 48,590	$ 19,449	**$ 68,039**
PHASE 3													
3.1	Collect and Review Existing Data	0	0	4	0	0	0	5	2	11	$ 1,154	$ 77	$ 1,231
3.2	Conceptual Planning	2	10	40	15	8	0	30	8	113	$ 11,498	$ 791	$ 12,289
3.3	Public Involvement	0	0	12	0	0	0	15	4	31	$ 3,192	$ 1,167	$ 4,359
3.4	Progress/Coordination Meetings	0	0	4	0	0	0	20	8	32	$ 3,404	$ 674	$ 4,078
3.5	Survey and Mapping	0	0	0	0	0	0	4	1	5	$ 519	$ 6,195	$ 6,714
3.6	Geotechnical Investigation	0	0	0	0	0	0	3	0	3	$ 288	$ 5,301	$ 5,589
TOTAL - PHASE 3		2	10	60	15	8	0	77	23	195	$ 20,055	$ 14,205	**$ 34,260**
MISCELLANEOUS PLANNING													
4.1	Develop Regional Drainage Standards	8	0	0	30	0	0	40	16	94	$ 9,392	$ 658	$ 10,050
4.2	Groundwater Drain Preliminary Design Concepts	4	8	0	40	0	40	30	12	134	$ 14,740	$ 938	$ 15,678
TOTAL - MISCELLANEOUS PLANNING		12	8	0	70	0	40	70	28	228	$ 24,132	$ 1,596	**$ 25,728**
										TOTAL	$ 275,023	$ 62,198	**$ 337,221**

Assumptions:
Cost Estimates for Phases 1, 2, & 3 assumes work on all Phases is done concurrently under a single contract
Five Month Construction Period (Phase I only)
City will negotiate and acquire all right-of-ways
City will provide public meeting notifications to residents
City or Contractor will provide materials testing during construction
Contractor will provide construction staking

Expenses include:
Mileage reimbursement at $0.75/mile
Computer/Communications Charge at $7/labor hour
10% Markup on other project related expenses

Exhibit B

St. George City

Mall Dr. Bridge Storm Water Channel Conceptual Cost Estimate

Bowen Collins & Associates, Inc. CONSULTING ENGINEERS

11.6.2012

Description	Quantity	Unit	Unit Cost	Total Estimated Cost
Construction				
Mobilization	1	LS	$ 120,000	$ 120,000
Excavation	28,800	LF	$ 15.00	$ 432,000
Riprap Armoring	3,500	CY	$ 35.00	$ 122,500
6" Road Base - 15 ft Wide	2,000	CY	$ 25.00	$ 50,000
2.5" Asphalt Trail - 10 ft Wide	3,900	SY	$ 14.00	$ 54,600
Rock Mulch Landscaping	5,500	SY	$ 13.00	$ 71,500
Irrigated Vegetation	49,000	SF	$ 3.05	$ 149,500
30" Nuisance Water Pipeline	3,500	LF	$ 90.00	$ 315,000
3000 East Crossing	120	LF	$2,500.00	$ 300,000
			Construction Subtotal	$ 1,615,100
			25% Contingency	$ 403,900
			Construction Cost	$ 2,019,000
Professional Services				
Legal & Administrative	1	LS	5%	$ 101,000
Engineering Design & CM	1	LS	$ 210,000	$ 210,000
Right of Way Acquisition - 75 ft Wide	4	Acres	$ 30,000	$ 120,000
			Professional Services Cost	$ 431,000
Total Estimated Project Cost				**$ 2,450,000**

This estimate is based on a concept design and should be updated during preliminary and final design.

S:\St. George City\2013 Washington Fields Trail and Drainage Corridor\Concept Plan\Cost Estimates\2012 Mall Bridge Drive Channel Esti

DRAFT

Agenda Item Number : 6K

Request For Council Action

Date Submitted	2014-10-07 19:30:01
Applicant	CSG
Quick Title	Canyon View Drive Extension
Subject	Consider Approval of an Agreement with Leland Bird and Associates for the dedication of a roadway for the extension of Canyon View Dr to Plantations Drive.
Discussion	In exchange for a 45' roadway dedication, the City will construct approximately 35' of roadway with curb, gutter and sidewalk on the north half of the roadway. The sidewalk will allow for pedestrian access from the condos above down to Dixie Drive adjacent to Pelican Hills.
Cost	$0.00
City Manager Recommendation	With proposed development in the Green Valley on top of the mesa there is only one access road which is Canyon View Drive and it goes through an existing subdivision. This road extension has been planned for years and the major portion has already been built next to Pelican Hills townhouses. The current property owner has no plans to develop and has agreed to provide needed right of way in exchange for the construction of approx 35' of pavement. Recommend approval as we will receive some help with the costs from the new developments on the hill.
Action Taken	
Requested by	Shawn Guzman
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	The Lakes Development Agreement states that they will reimburse the City for the cost of two lanes of roadway (w/o curb, gutter and sidewalk) one year after the date the City obtains the dedication.

DRAFT

Agenda Item Number : 6L

Request For Council Action

Date Submitted	2014-10-09 11:38:31
Applicant	Duane Adams
Quick Title	Aviation Investments Lease
Subject	This is a SASO Lease for Aviation Investments at the airport. The applicant will reconstruct his old hanger with all new skin.
Discussion	
Cost	$0.00
City Manager Recommendation	The City has been working with Mr. Adams since the new airport opened. It appears a lease for a SASO operation is ready which would have Mr. Adams reconstruct his old hangar with a new outside with the appropriate lease.
Action Taken	
Requested by	Shawn Guzman
File Attachments	08 29 2014 v.6 Aviation Investment Clean.docx
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	08 29 2014 v.6 Aviation Investment Clean.docx

SASO OPERATING AND LEASE AGREEMENT BETWEEN

CITY OF ST. GEORGE

AND

AVIATION INVESTMENTS, LLC

THIS SASO OPERATING AND LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the 4th day of September, 2014, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and Aviation Investments, LLC, a Utah limited liability company, ("Tenant").

RECITALS

WHEREAS, City operated a municipal airport located at 317 S. Donlee Drive, St. George, Utah 84770 (the "Former Airport") until on or about January 13, 2011; and

WHEREAS, City constructed a new airport located at 4550 S Airport Parkway, St. George, Utah 84790 (the "Airport") and commenced operations at the Airport on or about January 13, 2011; and

WHEREAS, Tenant previously entered into a SASO operating agreement with City on September 20th, 2012 (the 2012 SASO Agreement), and Tenant is in default and has breached the terms of the 2012 SASO Agreement; and

WHEREAS, City and Tenant now mutually desire to enter into a new SASO Agreement (the "Agreement"); and

WHEREAS, Tenant is qualified to provide services as a single aeronautical service operator ("SASO") as set forth herein and desires to lease certain real property at the Airport for the purpose of operating a SASO concession on the terms provided in this Agreement;

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS ($10.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property described in Exhibit A together with the improvements constructed thereon by City (the "Premises"). Tenant agrees to accept the Premises "as is," and City makes no warranty as to the condition of the Premises or their suitability for any particular purpose. Tenant agrees that in addition to the terms and conditions of this Agreement, that Tenant is bound by the terms and conditions that survive the 2012 SASO Agreement.

B. Construction of Tenant Improvements. Tenant shall construct on the Premises the improvements that are authorized by City from time to time as provided in Exhibit B (the "Tenant Improvements"). Tenant agrees that Tenant's construction of the Tenant Improvements as provided in this Agreement is a part of the consideration to City under this Agreement.

C. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes (and no other purposes): the non-exclusive operation of a SASO concession providing, at a minimum, the following services (as they may be more specifically required under the Airport's Minimum Standards for Commercial Aeronautical Activities):

A. The maintenance, painting and refurbishing of aircraft including aircraft rebuilding and overhauls.
B. Avionics sales, installation, testing and repair.
C. Flight school with aircraft rental, flight, and ground instruction.
D. FAR Part 135 air charter.
E. Aircraft and aircraft parts sales both retail and wholesale including online sales.
F. Repair, refurbishing and sales of airport ground equipment.
G. Self-Fueling for aircraft owned or leased by Tenant.
H. The subleasing of the Tenant's Improvements in accordance with Section 8.C.
I. The operation of a snack bar in accordance with Section 4.M.

Tenant shall provide to City the make, model, and identification number of any aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises (the "Aircraft"). All services provided by Tenant in connection with this concession and the Premises are subject to City's prior written authorization in City's sole discretion.

D. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") may ingress and egress across the Airport (in areas designated by City and as permitted by applicable Laws and Regulations) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

E. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises (and grant of concession) on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. Among the rights reserved to City, City reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and rights in water, minerals, oil, and gas.

F. Enjoyment of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. **Term.** This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on September 4th, 2014 (the "Commencement Date") and shall continue thereafter for a term of forty (40) years until September 4th, 2054, (the "Expiration Date").

3. **Rent**

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without set-off or deduction the annual ground rent provided in Exhibit C **commencing September 4th, 2014. From the Commencement Date until January 1, 2017, Tenant will not be required to pay rent for the lease of the Premises.** The rent for any fraction of a year shall be prorated. All rent shall be payable annually in advance without notice or demand by the first business day of the month of January and shall be subject to the terms stated in Exhibit C.

B. Additional Rent. Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by City), fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C.

4. **Tenant's Use of Premises and Airport**

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that City believes **(in City's sole discretion)** interferes with any operation at the Airport or decreases the Airport's effectiveness. Tenant shall promptly notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

B. Comply with All Laws. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, the Minimum Standards for Commercial Aeronautical Activities, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon request by City, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to,

any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; self-fueling activities, other than those authorized by this Agreement, on the Premises or any other area the City has not authorized; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. In addition to Tenant's indemnification obligations set forth in Article 6, Tenant, at Tenant's sole cost, shall repair or replace (to City's sole satisfaction) any damaged property that belongs to City or City's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alteration or improvement to the Premises that is subject to the City building code requirements, including any such alterations or improvements that require a permit issued by the City, and shall not alter or improve other areas of the Airport, without City's prior written consent (in City's sole discretion).

H. Signage and Advertising. Tenant shall not install or operate any signage on the Premises or at the Airport except with the prior written approval of City (which may be given or withheld in City's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Tenant shall not advertise or

permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

I. Security. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that City has the right (in City's sole discretion) to impose any Airport security requirements that City may determine. Tenant further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport, including, but not limited to, by protecting security information and protecting any access points that are maintained by Tenant to any security area.

J. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft or any other aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within the Tenant Improvements however Tenant may not store such aircraft without City's prior written consent elsewhere at the Airport and only on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines, in its sole discretion, to be in City's best interests.

K. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair on the Premises. Tenant shall at all times maintain the Premises and the Tenant Improvements in good repair and in a clean, safe, and sanitary condition and perform all work in accordance with Laws and Regulations, in a good and workmanlike manner, and in accordance with the level of maintenance maintained by the City in comparable areas. Tenant shall promptly remedy any condition that fails to meet this standard. **Without limiting the foregoing obligations, Tenant shall not store on the Premises or on any portion of the Airport any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Tenant Improvements for storage; and shall store trash in covered metal receptacles.** Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 7.

L. Operations. Tenant's operations shall comply with the following:

i. Airport Operations. Tenant shall occupy the Premises at all times, and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, **however, City understands that there is a certain amount of noise and other conditions inherent with Tenant's operations such as aircraft engine run-ups and tests, noise from air moving equipment and compressors, etc;** Tenant shall not divert business to off-Airport locations or engage in discriminatory business practices; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport.

ii. Concession Service Standard. Tenant's concession shall provide high quality services and facilities (that are required by or authorized by City) in a good and proper manner to effectively meet the needs of the public and City. The privilege to operate this SASO concession shall exist only so long at the character of Tenant's facilities and services are consistent with such standard.

iii. Complaints. Tenant shall respond in a prompt manner to questions and complaints regarding Tenant's operations when raised by Airport users or by City.

iv. Emergencies. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

v. Safety. City may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed.

vi. Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties

vii. Deficiencies. Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Tenant's operations:

a. Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

b. Remove Employees and Associates. City shall have the right to require that Tenant remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of Section 4.L.vi or otherwise detrimental to City's interests at the Airport.

c. Liquidated Damages. City shall have the right to require Tenant to pay liquidated damages in connection with addressing any deficiency as further set forth in Exhibit C.

M. Snack Bar. Tenant may operate a snack bar on the Premises in compliance with the following terms:

i. Licenses, Inspections and Certifications. Tenant may operate a snack bar on the Premises. If Tenant chooses to operate a snack bar on the premises, Tenant shall obtain all inspections, licenses, and certifications as required by all applicable laws.

ii. Snack Bar Selling Restricted Solely to Premises. Tenant may not sell or advertise for items from its snack bar to any location outside of the Premises. The location of tenant's snack bar shall be restricted solely to the Premises.

iii. Default. If Tenant is found by City, in its absolute and sole discretion, to be in violation of the restrictions set forth in this section regarding the use of its snack bar, then Tenant shall remedy such default within thirty (30) days of being notified by City in writing of the default. If Tenant fails to correct the default to the satisfaction of the City, then City may, in its sole and absolute discretion, terminate Tenant's ability to operate a snack bar on the Premises.

5. City's Rights and Obligations

A. Airport Maintenance. City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("City's Associates") reserves the right to enter the Premises as provided in this Section 5.B. City and City's Associates shall not be deemed guilty of trespass upon the Premises, or to have violated any of Tenant's rights hereunder, by reason of such an entrance into any portion of the Premises.

i. Without Notice. City and City's Associates shall have the right to enter the Premises (not including the Tenant Improvements) at any time and without prior notice, provided that they shall not unreasonably interfere with Tenant's use of the Premises. City and City's Associates shall have the right to enter the Tenant Improvements at any time and without prior notice for any purpose relating to any emergency, security or safety concern, or to investigate or remediate potential threats or hazards.

ii. Notice. In addition to the rights set forth in Section 5.B.i, City and City's Associates shall have the right to enter the Tenant Improvements for any other purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with this Agreement, and conduct Airport work) provided that they shall not

unreasonably interfere with Tenant's use of the Premises. In connection with such entry, City shall provide twenty four (24) hours advance notice to Tenant by sending a message to Tenant if: (a) Tenant maintains on file with City a working email address (or an address in another format designated by City) that is capable of accepting messages for Tenant, and (b) Tenant provides to City a key or other access to the Premises by no later than the time of the entry. If Tenant does not comply with all of the foregoing conditions for such notice, City and City's Associates shall have the right to enter the Tenant Improvements as determined by City in City's sole discretion.

iii. Interviews. Tenant agrees to allow City to interview any of Tenant's employees to discuss any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.

C. City's Right to Work Within, Alter, or Recover Premises. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole discretion) determines to be in City's best interests, including, but not limited to, within the Premises. City may elect to pursue any such work without recovering the Premises from Tenant, in which case City shall exercise reasonable care to minimize disruptions to Tenant and the Premises. City also has the right to recover all or any portion of the Premises from Tenant in connection with any such work (with or without relocating Tenant) as City may determine in its sole discretion, and the following shall apply:

i. Recovery. If City determines to recover all or any portion of the Premises, City shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is tenantable in light of the purposes of this Agreement (as determined by City in its sole discretion), City shall reduce Tenant's rent hereunder by the percentage of the Premises that City recovers, and City shall pay the cost of any alterations to the Tenant Improvements that are required by City in connection therewith (so long as such improvements are not in breach of this Agreement). If City recovers all of the Premises, or if any remaining portion of the Premises is not tenantable pursuant to City's determination City may terminate this Agreement by including in the notice provided for in this Section 5.C.i a notice of termination, and this Agreement shall terminate at the end of such ninety (90) day period. In connection with any such termination, City shall pay only the following amount: **the remaining, unamortized value of the Tenant Improvements (so long as such improvements are not in breach of this Agreement) based on amortizing Tenant's certified construction costs (determined pursuant to Exhibit B, Section B.8.a) using a straight-line method over a forty (40) year period that commences on the Commencement Date. Such forty year period relates only to the calculation contained in this Section 5.C.i, and it does not alter any other provision of this Agreement (including, but not limited to, the term hereof or any termination rights).**

ii. Relocation. If City elects to relocate Tenant, City shall pay the reasonable costs that Tenant actually incurs to relocate to a new location (chosen by City) the Tenant Improvements (so long as such improvements are not in breach of this Agreement) and any moveable property associated with Tenant's permitted uses under this Agreement. **Tenant's**

rent at such new location shall be determined based on the actual square footage contained in Tenant's Premises at such new location.

iii. No Waiver. Nothing under this Section 5.C. shall be construed to waive City's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and non-discriminatory program at the Airport as City may determine in its sole discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing green building and other programs to benefit the environment and conserve energy.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnity, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) and use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

i. Aircraft Liability. If Tenant is authorized to engage in aircraft flight operations, aircraft liability insurance that includes premises liability, products, and completed operations coverage and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) per occurrence and one hundred thousand dollars ($100,000) per passenger seat for applicable claims, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Commercial General Liability. If Tenant is not authorized to engage in aircraft flight operations, commercial general liability coverage that includes premises liability, mobile equipment, products, and completed operations coverage with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) per occurrence including, but not limited to, contractual liability for Tenant's performance of the indemnity agreement set forth in Section 6.A.

iii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iv. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars ($500,000) single combined limit "per accident" for bodily injury and property damage.

v. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

vi. Hangarkeepers Liability. If Tenant is authorized to hangar aircraft, hangarkeepers liability insurance coverage for property damage to aircraft in the care, custody, or control of the insured of not less than two hundred fifty thousand dollars ($250,000) general aggregate limit of liability.

vii. Workers Compensation. Workers compensation coverage in the amounts and form required by the state of Utah.

viii. Flight Rental. If Tenant rents aircraft to students or others, Tenant shall first post at a conspicuous location on the Premises information regarding where renters may purchase aircraft rental insurance.

ix. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A of this Agreement.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as City determines necessary, in its sole discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or

otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Tenant is a co-permittee with City in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact City's compliance with any such permit, Tenant shall work cooperatively with City and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change of possession of the Premises authorized by City, Tenant shall demonstrate to City's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing. The obligations of this Section 7 shall survive any termination of this Agreement.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interested relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such assignment, encumbrance, or delegation for any or no reason in its sole discretion. Regardless of City's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation or performance in violation of this Section 8.A is void. This Agreement is binding on Tenant's successors or assigns that have been authorized pursuant to this Section 8.A.

B. Permitted Encumbrances.

i. Acceptable Request. Any request for City's consent to an encumbrance under this Section 8 shall at a minimum meet the following requirements: (a) the purpose of such encumbrance shall be to secure financing for the Tenant Improvements; (b) such encumbrance shall only encumber Tenant's leasehold interest and shall not encumber any other interest whatsoever; (c) the lienholder must agree to maintain current contact information with City at all

times; (d) the lienholder and Tenant must agree to provide to City concurrent copies of any notices of default sent to Tenant and all letters or other information exchanged between Tenant and the lienholder thereafter until such matter has concluded; (e) the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied; (f) such encumbrance shall be subordinate to the City's interests except as provided in Section 8.B.ii; (g) such encumbrance shall terminate prior to the Expiration Date of this Agreement; (h) by obtaining City's consent Tenant agrees that it shall not default on its commitment in connection with the permitted encumbrance (and any such default shall be a breach of this Agreement); and (i) the lienholder must certify to City that it has reviewed this Agreement, that it has accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement.

ii. Defaults. If Tenant defaults under either this Agreement or an encumbrance that City permits pursuant to Section 8.B.i, the City will consent to a transfer of Tenant's interests in this Agreement and the Tenant Improvements (to an acceptable party as set forth below) if Tenant and the lienholder comply with the following: (a) at the time of the default such lienholder must have an enforceable lien and be in compliance with Section 8.B.i; (b) such lienholder must cure all defaults under this Agreement within twenty (20) days after the first such default; (c) as a part of such cure, such lienholder (or another operator provided by such lienholder) must enter into interim terms with City to perform this Agreement, and the operator and terms must be acceptable to City in its sole discretion; (d) as a part of such cure, such lienholder must execute a guaranty on terms acceptable to City under which, at a minimum, such lienholder agrees to guarantee full performance of obligations designated as Tenant obligations under this Agreement; (e) as a part of such cure, Tenant and such lienholder must agree that City shall have a lien with first priority on the Tenant Improvements and all of Tenant's personal property at the Premises to secure full performance of the Tenant obligations under this Agreement; (f) upon completing such cure, this Agreement must be fully performed without subsequent defaults; (g) any transferee of Tenant's interests, and the terms of any transfer, must be acceptable to City in City's sole discretion; and (h) the City may require reasonable terms in addition to those set forth in this Agreement. If Tenant or such lienholder fails to comply with any of the foregoing obligations, such failure shall be a default under this Agreement. Upon such a default, City at any time may, but is not required to, terminate this Agreement and exercise any rights set forth in Section 11.A.i, and such lienholder shall promptly remove all encumbrances. City shall have no obligation to provide any notices to any lienholder, and City shall have no liability of any kind to any lienholder.

C. Subleasing. Upon obtaining City's prior written consent, which City may provide or withhold in City's sole discretion, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements, for the storage of Aircraft or to other SASO operators in the areas approved by and subject to the terms required by City. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to City hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the subleases will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. City shall have the right to approve any sublease

in City's sole discretion, and Tenant shall provide to City a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

9. Damage, Destruction, and Condemnation

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent with or better that the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that such portion is rendered untenantable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in **its sole discretion**).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If City determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenantable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant ceases to provide any service that Tenant is required to provide for a period of seven (7) consecutive days; (iii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same, including (i) and (ii) above, within twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (iv) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (v) Tenant files a petition in bankruptcy, becomes insolvent, or has

a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (vi) Tenant petitions for or enters into an arrangement for the benefit of creditors, of suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vii) Tenant defaults in constructing a Tenant Improvement as provided in Exhibit B, Section B.7.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance, together with interest and service fees for any past due amounts (as provided in Section 10.C) and an administrative charge equal to twenty percent (20%) of the cost incurred by City (which the parties agree is a reasonable estimate of and liquidated damages for City's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorney's fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Past Due Amounts. If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

D. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required to City under this Agreement within twenty (20) days after written notice by Tenant to City. If the nature of City's obligation is such that more than twenty (20) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or

withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

E. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Disposition of Tenant Improvements.

i. Disposition If Agreement Terminates Before Expiration Date. If this Agreement terminates for any reason before the Expiration Date, Tenant may either: (a) transfer its interest in the Tenant Improvements to a party who, prior to such termination, has been accepted by City, in its sole discretion, and has entered an agreement for the Premises that is acceptable to City; or (b) remove all Tenant Improvements. Such removal shall be completed within sixty (60) days of such termination, shall be at Tenant's sole expense, and shall be accomplished in a manner acceptable to City (and the obligations of Section 6.A shall apply to such removal). If tenant fails to remove any such Tenant Improvements, City, in its sole discretion, may determine to accept title to all or any portion of the Tenant Improvements. Upon City accepting any such title, all of Tenant's rights, title, and interests in the same shall be forfeited to City and the title thereto shall vest in City automatically. Tenant shall surrender the Premises upon termination (and shall surrender any Tenant Improvements as accepted by the City) in accordance with Section 11.B and Exhibit E, Section E.13. If City determines not to accept title to the Tenant Improvements and Tenant fails to remove any such improvements, City may do so in any manner acceptable to City pursuant to Section 10.B.

ii. Disposition Upon Expiration. Upon the expiration of this Agreement, Tenant may either: (a) enter into a new agreement for the Premises with the City with the terms and conditions that are being offered by City at that time; (b) transfer its interests in the Tenant Improvements to a party who, prior to such expiration, has been accepted by City, in its sole discretion, and has entered an agreement for the Premises that is acceptable to City; or (c) Tenant shall surrender the Premises (in accordance with Section 11.B) and, within sixty (60) days after such expiration, shall remove the Tenant Improvements (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to perform one of these options, City shall have the rights set forth in Section 11.A.i and may exercise them at any time.

B. Surrender of Premises. Upon any expiration or termination of this Agreement (unless Tenant has entered into a new agreement with City for the Premises), Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City,

(except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements (that have been accepted by City as provided in section 11.A) at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports (which City shall determine in its sole discretion).

D. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. General Provisions. This Agreement is subject to the General Provisions set forth at Exhibit E.

B. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to City:

Airport Manager
St George Municipal Airport
175 E. 200 N.
St. George, Utah 84770

If to Tenant:

Aviation Investments, LLC
PO Box 910192
St. George, UT 84791

with a required, simultaneous copy to:

City Attorney
City of St. George
175 E. 200 N.
St. George, Utah 84770

with a required, simultaneous copy to:

N/A

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.B and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

C. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement. Tenant hereby acknowledges receiving Exhibits A – E to this Agreement.

D. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

Attest:

Christina Fernandez, City Recorder

AVIATION INVESTMENTS, LLC

Duane R. Adams, Managing Member

DRAFT - NOT FOR SIGNATURE

Approved as to form:

_____

Shawn M. Guzman, City Attorney

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EXHIBIT A

PREMISES

Property description of the Premises:

Lot 51E on the St. George Airport Hangar Parcel Plat, which contains twenty four thousand five hundred forty square feet (24,540 S.F.). For informational purposes, such lot is depicted on the following page.

The remainder of this page has been left intentionally blank.

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EXHIBIT B

TENANT CONSTRUCTION REQUIREMENTS

B.1 Authorization. Tenant shall not commence any construction on the Premises without the City's prior written consent for all work to be conducted. Tenant shall submit plans, a schedule, and a budget to City when making any request to construct Tenant Improvements. The exterior of any construction on the Premises shall be of new materials, in a color, texture and material approved by City. City may request any information, request modifications, consent to, or deny Tenant's request in City's sole and absolute discretion. For any authorized project, Tenant shall provide City with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to City's consent. Tenant shall make no changes to the work without City's prior written consent.

B.2 Standard. All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant or by City elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations. Work shall be performed in a safe manner, and City shall have the right, but not the duty, to stop any work until safe conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

B.3 Coordination. Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and users. City shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with City as requested by City as the work progresses and provide the City with information as City may require. City may require Tenant to comply with other measures that are in the City's interests in connection with any construction activities.

B.4 Indemnification, Insurance, and Bonds. Tenant shall cause Tenant's Associates who are performing any work relating to constructing improvements to provide the following:

a. Indemnity. Tenant shall require such associates to indemnify City in connection with City's interests consistent with the indemnity obligation of Section 6.A.

b. Insurance. Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 6 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars ($1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. Bonds. Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred percent (100%) of the contract price of such improvements and in a form acceptable to City. All

such bonds shall name the City as a co-obligee.

B.5 Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 6 and repair obligations under Section 4.F, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

B.6 Permits, Plan Checks Required. Tenant and Tenant's Associates who are performing any work relating to constructing improvements must comply with all City requirements applicable to construction, including, but not limited to, permit requirements, plan check requirements, and other requirements imposed by City.

B.7 Default. Tenant shall comply with the construction schedule approved by City in Attachment 1, Initial Tenant Improvements, and any approved construction schedule for any subsequent Tenant Improvements approved by City thereafter. If such construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within thirty (30) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and City shall have all of the rights set forth in Section 11.A regarding a disposition of Tenant Improvements in addition to all other remedies. Upon any default, Tenant shall turn over to City copies of all records associated with the work and shall work cooperatively with City.

B.8 Final Submittals. Tenant shall submit the following to City within thirty (30) days of beneficial occupancy:

a. Certified Financials. Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by City.

b. Free of Liens. Tenant shall submit a statement that the Premises and Tenant Improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. As-Built Drawings. Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications, including bond paper "record" drawings, and one set of electronic drawings in AUTOCAD and tiff or PDF format, or other format specified by City, meeting the City's graphic standards for such records.

B.9 Initial Tenant Improvements. City has authorized and Tenant shall construct the initial Tenant Improvements that are summarized at Exhibit B, Attachment 1, and such obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

B.10 Release by Former Airport Tenants. If Tenant was a tenant at the Former Airport, Tenant agrees that as of the Commencement Date, all agreements and other interests between

Tenant and City regarding the Former Airport shall terminate (if not terminated sooner); provided that Tenant shall remain liable to City for any matter arising from or relating to Tenant's use, occupancy, or operations at the Former Airport during or prior to the time of Tenant's last entry upon the Former Airport. Tenant hereby releases, acquits, and forever discharges City and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Tenant may have against City arising from or relating to the Former Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

B.11 City Agreement to Provide Certain Services and Payment or Waiver of Fees; Tenant Required to Extend laterals to Connections and Provide Drawings. City agrees, so long as Tenant is not in breach of this Agreement or any Airport rules and regulations during the construction of the Tenant Improvements (including the time frame for the construction of the Tenant Improvements) that the City will do the following:

a. Fire Suppression Lines. The City will install a fire suppression line from the water main to the riser and the water lateral from the main to the water meter box at no cost to Tenant.

b. City Inspection Fees. The City will not charge Tenant for any building inspection performed by City employees at the time of the initial construction of the Tenant Improvements.

c. City Impact Fees. The City agrees to waive any City imposed impact fees.

Tenant agrees that it shall comply with the following:

a. Tenant to Pay Special Inspection Fees. Tenant shall be required to pay for any special inspections required.

b. Tenant to Connect to Laterals. The City has installed a sewer lateral to the Premises; Tenant shall be responsible for extending the connection to Tenant Improvements.

c. Tenant to Provide Stamped Drawings. Tenant shall provide to City stamped architectural drawings for the Tenant Inprovements.

d. Tenant to Provide Riser. Tenant shall be required to provide the riser as part of the initial construction of the Tenant Improvements.

EXHIBIT B
ATTACHMENT 1

INITIAL TENANT IMPROVEMENTS

Reconstruction of Tenant's hangar previously located at the Former Airport. Plans to be submitted to City for Approval prior to reconstruction. The exterior of the hangar and any improvements shall be of new materials in a color, tecture, and material approved by City as set forth in Exhibit B.1.

Date for Tenant's Access to the Premises: September 4, 2014

The Commencement Date for this Agreement is stated in Section 2.

Schedule for Construction:

Commencement of the Work: September 8, 2014

Substantial Completion: January 8, 2015

Final Inspection/Certificate of Occupancy: February 1, 2015

Other schedule requirements shall be as set forth in the schedule submitted to City by Tenant.

Tenant shall cause the construction of the plans and specifications for Tenant Improvements as submitted to City, which may be summarized as follows:

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EXHIBIT C

RENT AND PAYMENT

C.1 Rent. Tenant shall pay ground rent pursuant to this Agreement as follows:

Period	Rate Per Square Foot	Tenant's Square Footage	Annual Rent
09/2014 – 12/31/2016	$0.00	24,540	$0.00
01/2017 – 12/2020	$0.214	24,540	$5,251.56
1/2021 – 12/2025	$0.255	24,540	$6,257.70
1/2026 – 12/2030	$0.303	24,540	$7,435.62
1/2031 – 12/2035	$0.361	24,540	$8,858.94
1/2036 – 12/2040	$0.430	24,540	$10,552.20
1/2041 – 12/2045	$0.511	24,540	$12,539.94
1/2046 – 12/2050	$0.608	24,540	$14,920.32
1/2051 – 1/14/2054	$0.723	24,540	$17,742.42

The rental rates and calculations set forth in this Agreement shall not be construed to alter any other provision of this Agreement, including, but not limited to, the duration of this Agreement and any right to terminate this Agreement. City reserves the right to survey and measure the Premises as City may determine, and to correct any error in square footage. Tenant agrees that it shall execute any amendment necessary to correct an error in square footage and shall pay any adjusted rent based thereon.

C.2 Payment of Any Amount Due. Any amount due in connection with this Agreement or the use of the Airport shall be subject to the following terms; provided, however, that if any obligation is subject to payment terms pursuant to City ordinance or other City requirements that directly conflict with the following terms, such ordinance or other City requirements shall govern.

a. Past Due Amounts. Past due amounts are subject to Section 10.C of this Agreement.

b. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or

returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars ($50.00) per occurrence (or such other amount that the City may implement from time to time) in addition to other sums due under this Agreement.

c. No Demand and Effect of Payment. All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

d. City Advances. If City pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed to City in connection with Tenant's use of the Airport) such amount shall constitute an advance by City to Tenant. Tenant shall promptly pay the same to the City upon receipt of an invoice for the same.

e. City Right to Apply. City shall have the right to apply any sums paid or provided by Tenant in connection with this Agreement to any obligation that Tenant owes to City in connection with the Airport, whether or not such obligation arises in connection with this Agreement.

f. Payment Address. Tenant shall make payments to City at the following address (or at such other address that City may designate in writing):

City of St. George
Finance Department
175 E. 200 N.
St. George, UT 84770

g. Reestablishment of Rates and Charges. City in its sole discretion may from time to time reestablish (or newly initiate) any type of rates and charges at the Airport (in a manner consistent with Laws and Regulations) to provide for the Airport's operations; provided, however, that the rent stated in Exhibit C, Section C.1 shall remain in effect for the duration of this Agreement unless altered pursuant to Section 8.C.

h. No Interest. City shall pay no interest on any sum that City pays to Tenant pursuant to this Agreement.

i. Audit. If any sum relating to this Agreement is due based on records or calculations maintained by Tenant, Tenant agrees that City shall have the right without prior notice (during business hours) to inspect and copy all such records and calculations at Tenant's place of business in St. George, Utah. Tenant shall maintain such records and calculations for three (3) years (during which this Agreement is in effect). City and its designated representatives may audit any such records and calculations. If as a result of any such audit it is established that

Tenant has overpaid any sum due, City shall promptly refund such overpayment. If such audit establishes that additional sums are due to the City, Tenant shall promptly pay such sums in accordance with the requirements of Section 10.C, and shall pay the reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

C.3 Liquidated Damages. Tenant agrees that City will be damaged if Tenant fails to comply with this Agreement. Therefore, in addition to any other remedies that City may have or damages that it may pursue, City may take the following actions and charge Tenant damages as stated below not as a penalty, but as liquidated compensatory damages to pay City's administrative costs associated with undertaking the specified act.

a. Requesting Compliance. If Tenant fails to comply with any obligation under this Agreement, City may charge Tenant one hundred dollars ($100) for every written notice that City sends to Tenant requesting compliance.

b. Reestablishment of Damages. City reserves the right to reassess its costs from time to time in connection with taking the foregoing actions (or in connection with other actions that City takes to enforce this Agreement) and to reestablish the amount of the foregoing liquidated damages, or implement additional liquidated damages, based on City's cost increases.

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EXHIBIT D

INSURANCE REQUIREMENTS

D.1. General Requirements. At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be canceled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

D.2 Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

D.3. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

D.4. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

D.5 Stopping Operations. Among City's remedies, if at any time Tenant's insurance

coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

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EXHIBIT E

GENERAL PROVISIONS

E.1 Governmental Provisions.

a. Nondiscrimination Regarding USDOT Programs. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

c. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

d. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

e. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other

governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, City shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

E.2. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E.3. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

E.4. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

E.5. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by City in any case or proceeding

involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

E.6. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section E.6 shall survive any expiration or termination of this Agreement.

E.7. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

E.8. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

E.9. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E.10. Art. Tenant shall not install any object in the Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 unless Tenant has obtained City's prior written approval and provided City with a written waiver that complies with the requirements of such Act or its successor.

E.11. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with

the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

E.12. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

E.13. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

E.14. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

E.15. Time of Essence. Time is of the essence for this Agreement.

DRAFT-NOT A FINAL COPY

DRAFT

Agenda Item Number : 6M

Request For Council Action

Date Submitted	2014-10-09 15:43:41
Applicant	Shelbee Jensen
Quick Title	Snow Canyon High School Sadie Hawkins Dance
Subject	Consideration of a request to waive the Town Square Park use fee.
Discussion	The Snow Canyon High School Sadie Hawkins Dance will be held at the Town Square Park on Saturday, November 1 from 8:30 am to 11:00 pm. This event will bring students together for a fun filled event for all to enjoy.
Cost	$0.00
City Manager Recommendation	Had these events before and have not had any problems that I am aware of. Recommend approval.
Action Taken	
Requested by	Bill Swensen
File Attachments	Sadie Hawkins Dance .pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Sadie Hawkins Dance .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: Sadie Hawkins Dance

Applicant's Name: Snow Canyon High School (Shelbee Jensen)

Organization: Snow Canyon High School

Mailing Address: 1385 Warrior Way

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

Day Phone: 435-639-1967 **Cell/other:** —

E-mail: ~~s~~ Shelbee.jensen@washk12.org

Event Web Address (if applicable): —

Alternate contact name: Rebecca Hesson **Day Phone:** 435-668-1201

Cell/other: 435-668-1201 **E-mail:** becca.hesson@gmail.com

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

LOCATION Town Square Park

Location Details/Address: 150 S. 400 E. St. George UT

	Date(s):	Start time:	End time:
Event	11/1/14		
Set-up	11/1/14	7:30 p.m	8:00 p.m
Clean-up	11/1/14	11:00 p.m.	11:30 p.m.

Is this a recurring event? No **If yes; daily, weekly or other?**

Is this a Annual Event? No **If yes; Same date and Place?**

TYPE OF ACTIVITY *check all that apply:*

☐ Sporting ☐ 5K ☐ Parade ☐ Festival
☐ Film Production ☐ Vendor Booth ☐ Cycling ☐ 10K ☒ Dance ☐ Block Party
☐ Outdoors Sales ☐ Training ☐ Fun Run ☐ ½ Marathon ☐ Other:

PARTICIPANTS

Number of participants expected: 500 Number of volunteers/event staff: 15

☐ 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

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** — SW Utah Health Dept., (435) 986-2580
  - ☐ given away ☐ catered by restaurants/vendors ☐ prepared on site
- ☐ **Alcoholic Beverages** — Utah DABC, (801) 977-6800; Bus. Licensing, (435) 627-4740
  - ☐ beer stands ☐ fenced in beer garden ☐ liquor sales

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

- ☐ **Tents/Pop-up Canopies** **Amount:** **Dimensions:** — SG Fire Dept. (435) 627-4150
- ☐ **Temporary Stage** **Dimensions:**

Description of Tents/Canopies/Stage, etc.:

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** — 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* — SG City Public Works Dept., (435) 627-4050

- ☐ **Road Use** **Location:** *(please include details on site map)*
- ☐ **Sidewalk Use** **Location:** *(please include details on site map)* ☐ **Will stay on sidewalks and follow pedestrian laws**
- ☐ **Parade** **# of Floats:**

SECURITY/OTHER *You may begin to coordinate in advance with these contacts:* — SG City Legal Dept. Diana Hamblin, (435) 627-4606

- ☐ **Private Security/Officers** **Company name:** **# of Personnel:**
- ☐ **Animals** **Quantity:** **What kind:**
- ☐ **Drawing or Raffle**
- ☐ **Motion Pictures/Videos** ☐ **Other:**

☒ School resource officer : Travis Brown : 2 police officers
☒ Teachers : 8

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).

Shelbee Jensen — Print Applicant's Name

Applicant's Signature

9/29/14 — Date

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

SPECIAL EVENT PERMIT APPLICATION

EVENT_____-

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.*

- Snow Canyon high schools, Sadie Hawkins dance.
- Set up: 8:00 p.m. • Dance starts: 8:30 p.m.
- Nov. 1st ← • Dance ends: 11:00 p.m.
- clean up to follow after. Done by: 11:30 p.m.
- School resource officers will attend as long as
  - 8 other school faculty members.
- A D.J. will set up music/monitor noise levels.

DRAFT

Agenda Item Number : 6N

Request For Council Action

Date Submitted	2014-10-09 16:07:29
Applicant	InfoWest Inc.
Quick Title	Wireless Lease Agreement
Subject	Standard Wireless Lease Agreement with InfoWest for space near Southgate tank.
Discussion	InfoWest would like to lease a portion of the property the City owes at the Southgate water tank to erect a 30' tower for delivery of wireless Internet services. In exchange for the leased space, InfoWest agrees to provide City water SCADA system with internet service/connectivity. Scott Taylor and staff have met with InfoWest and will work through exact location and access if approved.
Cost	$0.00
City Manager Recommendation	Appears to be a win/win for both. Recommend approval.
Action Taken	
Requested by	Marc Mortensen
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

WIRELESS CO-LOCATION AGREEMENT

This WIRELESS LEASE AGREEMENT ("Agreement") is made and entered into this 1st day of November, 2014, by and between St. George City, ("City") and InfoWest, Inc., ("InfoWest"), hereinafter collectively referred to as the "Parties."

WHEREAS, City owns the South Gate Water tank and surrounding property located at 37° 3'54.32"N 113°35'43.51"W, in St. George, Utah, 84770 ("Property"); and

WHEREAS, InfoWest desires to provide wireless internet access in Downtown St. George City, Bloomington, Bloomington Hills, and other St. George City areas; and

WHEREAS, City desires to permit InfoWest the right to provide such service under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein, the parties agree as follows:

1. **USE OF PREMISES:** InfoWest shall have the right and privilege to place wireless equipment on the South West corner of the South Gate Tank on the Property, solely for the purpose of operating wireless internet access points. InfoWest shall have the right and privilege to place wireless equipment on a tower to be built and owned by InfoWest located on the South West corner of the South Gate Tank on the Property and at one future location to be agreed upon in writing by the Parties. InfoWest may install and maintain equipment at the locations on the Property as described in this paragraph, and engage only in those activities which are enumerated herein and no other, without the prior written permission of City. InfoWest agrees that it will not make any permanent modifications to the Property without the prior written approval of City.

2. **EQUIPMENT LOCATION:** InfoWest shall locate its wireless access hardware on the tower to be built and owned by InfoWest located on the South West corner of the South Gate Tank on the Property. Tower will be no taller than 30 feet and will meet all specified guidelines for towers of this type. InfoWest shall also locate equipment in an outdoor equipment enclosure, which will be located on the ground next to the tower, in a fashion approved by the City. InfoWest wireless access points and the use thereof shall not interfere with the use of any other communication equipment of any kind and nature owned or operated by the City.

3. **TERM:** The term of this Agreement shall commence as of the 1st day of November, 2014, and remain in effect for five (5) years, unless sooner canceled or terminated as hereinafter provided. At the end of the initial term, this Agreement will automatically renew for successive three year periods.

4. **CONTRIBUTION:** As consideration for locating wireless internet access points on the Property, InfoWest covenants and agrees to provide Open Access High Speed Internet wireless hotspots at the following locations for the duration of this Agreement, to allow open access to residents of the City and City employees, as follows:

(1) **St. George City Town Square** – InfoWest will cover the entire St. George City Town Square with a wireless hotspot system. Coverage shall extend from Main Street and then West toward the Carousel thereby covering the entire Town Square, and

(2) **Bloomington Baseball Complex** – InfoWest will cover the entire Bloomington Baseball Complex with a wireless hotspot system, and

(3) **Hidden Valley Park** - InfoWest will cover the entire park with a wireless hotspot system.

(4) **Filtered Internet** - Due to the sensitive nature of the Internet and the possible liability concerns for the City and InfoWest being affiliated with Open Access High Speed Internet wireless hotspots, InfoWest will provide filtered and secure Internet access through all of the aforementioned wireless systems. "Filtered" means obscene content will be blocked according to community standards. "Secure" means users will have reasonable protections from unwanted intrusion through the Internet connection. Filtering and security will be provided by InfoWest according to reasonable industry standards.

5. **VALUE:** The following information is for the purpose of showing value for contributions and services rendered by InfoWest. The City shall not pay ANY fees for equipment or services during the term of this Agreement. InfoWest shall pay for all hotspot equipment as well as bandwidth and administrative overhead for services to each area.

6. **UTILITIES:** InfoWest shall pay for all electrical service for InfoWest's equipment. Any required telephone service, connections, installation and equipment shall be the sole responsibility, and at the expense, of InfoWest.

7. **ASSIGNMENT:** InfoWest shall not assign, transfer, mortgage or pledge its rights in this Agreement, nor grant any concession hereunder, in whole or in part, without the prior written consent of City.

8. **COMPLIANCE WITH LAWS:** InfoWest covenants that it will use the Property in accordance with all applicable federal, state and local laws and ordinances.

9. **CANCELLATION AND TERMINATION:** In the event of any default hereunder, which is not corrected within sixty (60) days of written notice to InfoWest of the nature and extent of the default, City may terminate this Agreement by written notice to InfoWest.

10. **TAXES, LICENSES, DEBTS:** InfoWest covenants and agrees to pay promptly all valid taxes, excises, license fees, permit fees, bills, debts, and obligations incurred by it in connection with its operations on the Property, and not permit the same to become delinquent, and to suffer no lien, mortgage, judgment, or execution to be filed against City or improvements made thereon which will in any way be an impairment to the rights of City under this Agreement.

11. **EXCLUSIVITY:** City grants InfoWest the exclusive right to provide High Speed Internet access from this specific tower location only on the Property. In exchange, InfoWest will give City access to mount equipment on InfoWest's tower for City related services, as approved by InfoWest. City will coordinate with InfoWest to ensure that City services will not in any way interfere with the use of any communication equipment of any kind and nature owned or operated by InfoWest.

12. **INDEMNIFICATION OF CITY:** InfoWest shall defend, indemnify, and hold harmless City, its officer's, agents, employees, contractors, and subcontractors from and against any liability, claim, loss, expense, damage, cause of action, and fee of any kind and nature by reason of any injury to persons or damage to property arising out of the InfoWest's activities under this Agreement, or arising out of InfoWest's activities on the Property and hotspots described herein, and due directly or indirectly, to the negligence or actionable behavior of InfoWest or its agents, employees, or invitees, or arising out of a breach of InfoWest's covenants and obligations herein. The Parties confirm that the provisions of this section will survive the termination or expiration of the Agreement for any reason.

13. **WAIVERS:** No waiver or default by City of any of the terms, covenants or conditions hereof to be performed, kept and observed by InfoWest shall be construed as, or operate as, a

waiver by City of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by InfoWest.

14. NOTICES: Any notices required or given hereunder shall be given by first class mail addressed to the respective agents addressed below, or other such addresses as may be specified in writing from time to time:

St. George City	**InfoWest**
Support Services Manager 175 E. 200 N. St. George UT 84770	Kelly Nyberg 148 E. Tabernacle St. George, UT 84770

15. SECURITY: City shall not be responsible for any theft or vandalism or damage to any equipment or other items of InfoWest's on the Property.

16. OTHER AGREEMENTS:

A.) Declaration of Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

B.) Plural, Singular, Gender to be Read in Context: Any word contained in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

D.) Binding Effect of Parties, Representatives, Successors, and Assigns: The provisions of this Agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

E.) Parties Have Relationship of Landlord and Tenant - Not Principal-Agent, Partners or Joint Ventures: Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture of any association whatsoever between City and InfoWest, it being expressly understood and agreed that neither the computation of any rent, nor any other provisions contained in this Agreement, nor any act or acts of the parties hereto shall be deemed to create any relationship between City and InfoWest other than the relationship of landlord and tenant.

F.) Captions for Convenience - Not Part of Agreement - Not to Limit or Amplify Agreement: The captions of this Agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions hereof.

H.) Prior Representations Incorporated Into Agreement - No Representations, Warranties, or Promises by Landlord, Agents or Representatives: All negotiations,

considerations, representations, and understandings between the parties are incorporated in this Agreement, and InfoWest acknowledges that City, its agents and representatives, have made no representations, warranties, or promises with respect to the building, tower or the surrounding land, except as may be expressly set forth herein.

I.) Entire Agreement - Modification in Writing, Signed and Delivered by Both Parties: This Agreement contains all of the agreements and representations between the parties. None of the terms of this Agreement shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

J.) Severability of Invalid or Unenforceable Clause - Remainder of Agreement Enforceable Clause Applicable to Other Persons and Circumstances: If any clause, phrase, provision or portion of this Agreement, or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ST. GEORGE CITY:	INFOWEST:
_____	_____
St. George City	Kelly Nyberg

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
SEPTEMBER 18, 2014, 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

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

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Alex Cutler, a scout, and the invocation was offered by Reverend Jimi Kestin.

Mayor Pike read a proclamation proclaiming Saturday, November 8, 2014, National Adoption Day.

Leisure Services Director Kent Perkins mentioned the St. George Marathon and Move It events. He introduced Jimi Kestin who spoke about the Mayor's Walk that will take place October . Additionally, he introduced Nikelle Tolman who presented a video and explained the I Am Able/Kid's Run event that will take place October 4, 2014.

Councilmember Bowcutt mentioned that the Dixie Roundup Rodeo turned out well.

City Manager Gary Esplin advised that item 6I will be tabled until October 2, 2014.

AWARD OF BID:

Consider award of bid for the Stone Cliffs Water Tank construction project.

City Manager Gary Esplin advised this is item in cooperation with the developers of Stone Cliff to relieve water pressure issues.

Purchasing Manager Connie Hood explained that seven bids were received. The low bidder was PCI at the amount of $387,832.48.

MOTION: A motion was made by Councilmember Randall to approve the bid to PCI for $387,832.48.
SECOND: The motion was seconded by Councilmember Arial.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider approval of a professional services agreement to update the City Transportation Master Plan.

City Manager Gary Esplin stated this agreement is to update the Transportation Master Plan. Public Works recommends going with Horrocks Engineering. This is being done in conjunction with the MPO doing a regional analysis. A portion of the contract will be paid by the MPO.

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Purchasing Manager Connie Hood advised the MPO will cover 49% of the cost. The total cost of the agreement is $78,250 with the City's portion being $39,907.50. She stated there was a typo in the request for council action as it states the contract amount is $76,250, the correct amount is $78,250.

MOTION: A motion was made by Councilmember Hughes to approve the agreement with Horrocks Engineering in the amount of $78,250.
SECOND: The motion was seconded by Councilmember Bowcutt.

Public Works Director Cameron Cutler advised that with regard to transit and bike pedestrians, the MPO is doing a supplemental study and will pay for that portion.

Councilmember Almquist asked Mr. Cutler if staff hours and fee estimate submitted by Horrocks, were reviewed.

Mr. Cutler explained that the amount includes an estimate of the hours and that he will review the requests.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

PROMISSORY NOTE/RESOLUTION:
Consider approval of a resolution approving the Promissory Note from the Replacement Airport Fund to the City in the amount of $7,545,757.

City Manager Gary Esplin stated the next four items relate to completing the replacement airport. In order to recover the cost spent on the replacement airport, the FAA requires a promissory note to pay the City back for the money invested in the new airport. If the old airport is sold for more than $34 million, the City would be into the new airport for nothing. He explained that the first resolution is for the general funds and sewer funds that were used to build the new airport. The second resolution is for excise bonds that were County issues and the third resolution is for sales tax bonds that were going to be used for road improvements. Any money left over goes into a special fund to finance any improvements at the Airport.

City Attorney Shawn Guzman advised that item 5D authorizes the City to submit the request to the FAA to release the old airport site.

City Manager Gary Esplin explained that this money has already been expended, there is no additional debt.

Mayor Pike stated that it is encouraging to know that if the property is sold, the funds will benefit the Airport.

MOTION: A motion was made by Councilmember Arial to approve the resolution for $7,545,757.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

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PROMISSORY NOTE/RESOLUTION:
Consider approval of a resolution approving the Promissory Note from the Replacement Airport Fund to the City in the amount of $10,227,000 plus interest.

MOTION: A motion was made by Councilmember Hughes to approve the promissory note for the Replacement Airport Fund to the City for $10,227,000 plus interest.
SECOND: The motion was seconded by Councilmember Arial.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

Mayor Pike advised that he did not call for a roll call vote on item 5A.

VOTE: Mayor Pike called for a roll call vote for item 5A, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

PROMISSORY NOTE/RESOLUTION:
Consider approval of a resolution approving the Promissory Note from the Replacement Airport Fund to the City in the amount of $9,147,636.34 plus interest.

MOTION: A motion was made by Councilmember Almquist to approve the resolution for $9,147,636.34 for the Promissory Note for the Replacement Airport Fund.
SECOND: The motion was seconded by Councilmember Bowcutt.

City Manager Gary Esplin advised that the interest should be included in the motion.

AMENDED MOTION: Councilmember Almquist amended his motion to include interest.
SECOND: The amended 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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

RELEASE OF PROPERTY/RESOLUTION:
Consider approval of a resolution authorizing the submission of a request to the FAA for release of the property on the former airport site.

MOTION: A motion was made by Councilmember Hughes to approve the resolution to submit the property lease request to the FAA.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a roll call vote, as follows:

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Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

APPOINT ADMINISTRATIVE LAW JUDGE:

Consider approval of a resolution re-appointing Brad Young as the Administrative Law Judge.

City Manager Gary Esplin advised that Brian Filter recently resigned leaving an open Administrative Law Judge position. He explained that Brad Young was appointed to the position in May of 2009. In 2010 he resigned as the primary judge but continued to serve as the reserve judge. Currently, there is no one appointed as the full term Administrative Law Judge. Typically, there is a selection process which will take place following this decision. Timing may create a void if issues arise prior to appointing a full time Administrative Law Judge. There are two choices, either appoint Mr. Young to act as the full time Administrative Law Judge until full time appointment is made or go without a Judge until the appointment occurs.

City Attorney Shawn Guzman stated that the City can advertise the position and take applications as has happened in the past. Additionally, an individual can be appointed without advertising the position. He explained that Human Resources and Legal staff review the applications and make a recommendation to the Mayor. Historically, the position has been filled using both processes. City code states that the Mayor and City Council appoint and can do so without going through the hiring process. Currently, Mr. Young is acting as the alternate judge, and was appointed by the previous Mayor and Council. Staff's recommendation is to continue to use Mr. Young as the interim Administrative Law Judge. If he does not continue as the acting Judge, hearings cannot be held. Typically, hearings are held at least once a month.

Councilmember Almquist commented that it sounds logical to fill the position temporarily; however, he believes the job should be posted.

City Attorney Shawn Guzman provided background information on Mr. Young. The requirement that the Administrative Law Judge be an attorney was removed because it unnecessarily limits the candidates. It is preferred that they be an attorney, but it is not required.

MOTION: A motion was made by Councilmember Arial to approve the resolution re-appointing Brad Young as the Administrative Law Judge for the City.

SECOND: The motion was seconded by Councilmember Almquist.

Councilmember Hughes inquired about the time frame or plan to find a permanent replacement.

City Attorney Shawn Guzman advised he would like to advertise the position as soon as possible and will discuss the process with the City Manager. It may take a while to receive applications as the pay is not very much and the schedule is not always consistent.

Councilmember Almquist asked Councilmember Arial to amend her motion to have the hiring process begin within the next month.

Councilmember Arial agreed to amend her motion.

Councilmember Hughes stated that he would like to see the motion appointing Mr. Young as the interim Administrative Law Judge.

City Attorney Shawn Guzman stated that is fine; however, there is a need for an alternate.

Councilmember Bowcutt inquired if Mr. Young continues to serve as the interim Judge, can the motion be that he do so until there is a pool of applicants.

City Attorney Shawn Guzman advised he would like Mr. Young to serve as the Judge until another Judge is appointed. He can be appointed as the Interim Judge tonight and when a new appointment is made, a backup Judge can be appointed at that time.

Councilmember Randall stated that her concern is that Mr. Young has been a Code Enforcement Officer previously. She feels the person appointed for the position be someone who does not have that background.

Mayor Pike commented he believes the code enforcement background is actually a good qualification for the position.

Councilmember Bowcutt commented that he may find it challenging to be impartial having worked with the Code Enforcement Officers.

Councilmember Hughes stated that he agrees with Councilmember Bowcutt; however, no matter who is appointed, they will work for the City. It makes sense to leave Mr. Young in the position but find an impartial replacement.

City Manager Gary Esplin recommends the position be advertised in addition to screening the candidates. Staff can make a recommendation to the Mayor and City Council. The process would be the same as with any other open position.

Councilmember Randall asked if Mr. Young has presided over any proceedings since Mr. Filter resigned.

City Attorney Shawn Guzman replied that he could have but has not. He stated that the Council can appoint Mr. Young as the Interim Administrative Law Judge with the understanding that he be in the position until the new Judge is appointed. At that point staff would recommend at least one alternate.

Councilmember Hughes inquired with an alternate or backup Judge, can a citizen pick a different judge.

City Attorney Shawn Guzman advised that does not happen, even in a Justice Court. If a Judge cannot be present, he/she makes sure there is a back up Judge.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - nay
Councilmember Bowcutt - nay
Councilmember Arial - aye

The motion carried.

LOCAL CONSENT:
Consider approval of a local consent for a single event alcohol permit. Bonnie Hallman, applicant.

Bonnie Hallman, applicant, stated that they are requesting a local consent to serve alcohol at a Habitat for Humanity event. Although this is the third annual event, this will be the first time for a Masquerade Ball.

MOTION: A motion was made by Councilmember Randall to approve the single event alcohol permit for the Habitat for Humanity Masquerade Ball.
SECOND: The motion was seconded by Councilmember Arial.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

Ms. Hallman mentioned that she had to follow the process to obtain this permit as a business would. The process is cumbersome. She asked that the process be looked at.

City Manager Gary Esplin stated that when it comes to these permits, staff is very cautious.

LOCAL CONSENT:
Consider approval of a local consent for a full service restaurant liquor license. Priscilla Taylor, applicant.

City Manager Gary Esplin stated that this is an existing business that is changing ownership. There have been no problems at that location.

MOTION: A motion was made by Councilmember Hughes to approve the full service restaurant liquor license for Sil's Java House.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

STREET CLOSURE/FEE WAIVER:
Consider approval of a street closure and special event fee waiver request for a Neighborhood Block Party event. Karlinda Madrid, applicant.

Karlinda Madrid, applicant, stated this event has been held for the past eight years.

MOTION: A motion was made by Councilmember Hughes to approve the street closure and special event fee waiver for the Neighborhood Block Party.
SECOND: The motion was seconded by Councilmember Arial.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

STREET CLOSURE:
Consider approval of a street closure request for a Dixie State University Tailgates event. Kaylnn Larson, applicant.

Kaylnn Larson, applicant, stated this is their seventh year for their event and are requesting the street closure of 500 South between 600 East and 700 East.

Mayor Pike advised this request is for the entire season.

MOTION: A motion was made by Councilmember Arial to approve the street closures for Dixie State University.
SECOND: The motion was seconded by Councilmember Almquist.
VOTE: Mayor Pike called for a vote, as follows:

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Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

Councilmember Arial stepped out.

FEE WAIVER:

Consider approval of a fee waiver request for the use of Town Square for The Celebrating Families Through Adoption event. Ben Ashcraft, applicant.

Tasia Roth and Connie McGregor stated they are requesting a fee waiver for their fourth annual event.

MOTION: A motion was made by Councilmember Randall to waive the fee for the use of Town Square for The Celebrating Families Through Adoption event.
SECOND: The motion was seconded by Councilmember Bowcutt.
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 Arial returned.

FINAL PLAT:

Assistant Public Works Director Wes Jenkins presented the final plat for Desert Edge Phase 3, a 10-lot residential subdivision located at approximately 6050 South and 3470 East, zoning is PD-R. The developer will be required to dedicate 15% of open space.

FINAL PLAT:

Assistant Public Works Director Wes Jenkins presented the final plat for Desert View Phase 1, a 6-lot residential subdivision located at approximately 6080 South and 3390 East, zoning is PD-R.

FINAL PLAT:

Assistant Public Works Director Wes Jenkins presented the final plat Hoopes Subdivision, a 3-lot residential subdivision located at approximately 650 East 600 South Street, zoning is R-1-8. There will be an easement over the hatched area for access and utilities.

Mayor Pike asked the final plats be approved individually.

MOTION: A motion was made by Councilmember Almquist to approve the final plat for Desert Edge Phase 3.
SECOND: The motion was seconded by Councilmember Arial.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

MOTION: A motion was made by Councilmember Hughes to approve the final plat for Desert View Phase 1.

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

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

MOTION: A motion was made by Councilmember Randall to approve the final plat for the Hoopes Subdivision subject to approval from the Legal Department.
SECOND: The motion was seconded by Councilmember Hughes.

Councilmember Almquist inquired if the dotted lines also represent the required setback.

Mr. Jenkins replied yes; however, one of them is incorrect and needs to be fixed.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

FINAL PLAT:
Assistant Public Works Director Wes Jenkins presented the final plat for Oakwood Estates Phase 1, a 33-lot residential subdivision located at approximately 3000 East and 3150 South, zoning is R-1-10. The developer is proposing to move the detention basin to a different lot.

MOTION: A motion was made by Councilmember Hughes to approve the final plat for Oakwood Estates Phase 1.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried

FINAL PLAT:
Assistant Public Works Director Wes Jenkins presented the final plat for River Stone Phase 4, a 21-lot residential subdivision located at approximately 1000 West and 4100 South, zoning is R-1-10. This development was originally part of the Los Colinas Development. There are lots that are less than 10,000 square feet; however, the development came in prior to the ordinance requiring that at least 50% of the lot meet the zone requirements. All of the lots do not meet the R-1-10 requirements, but they do meet the density requirements.

City Attorney Shawn Guzman inquired if this was the subdivision that had a proposal to have the drain line under the sidewalk.

Mr. Jenkins replied that yes it is. If the drain cannot be located in the right of way, it will not be located in the sidewalk.

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MOTION: A motion was made by Councilmember Arial to apporve the final plat for the River Stone Phase 4.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

FINAL PLAT AMENDMENT:

Assistant Public Works Director Wes Jenkins presented the final plat amendment for Los Colinas Phase 3 Amended and Extended. The property is zoned PD-R and is located at 890 West and Los Colinas Drive. The purpose of the amendment is to increase the size of lots 306 and 312. This item did not require a public hearinag because they received 100% consent from the property owners in the subdivision

MOTION: A motion was made by Councilmember Randall to approve.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider approval of 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. David Clark applicant.

Planner Ray Snyder presented the request for a conditional use permit to construct a detached garage with a height of up to 24'6" behind the home located at 2373 East Mountain Ledge Drive. The Planning Commission recommends approval. He presented ariel maps and photos of the area in addition to the site plan and elevations. He read staff reports which include comments from the Planning Commission, suggested conditions and findings. No letters were received in opposition.

City Attorney Shawn Guzman asked about easements. For future property owners, it needs to be recorded that this sits on City easements.

Mr. Snyder stated that there are existing easements. Staff has allowed others to build on easements in the past.

City Manager Gary Esplin asked if the representative is available to speak. He asked if there was room to honor the easement.

Reggie Anderson, contractor, replied that there is not enough room. He stated that there is not a need for the easement as many of the utilities are in the streets.

City Attorney Shawn Guzman provided background on easements. He explained they are required because they may be needed in the future.

City Manager Gary Esplin stated that if the Council is inclined to approve the request, he believes it should be subject to review by the Legal Department and the JUC to indicate there is not a need for an easement.

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City Attorney Shawn Guzman stated it is difficult to inform someone that they have to remove and rebuild a garage at their cost. His concern is what will happen when others want to encroach on an easement to build a garage. There are some implications here that will impact others.

Mayor Pike suggested asking the JUC if the easement is needed, if not, it should be abandoned.

City Manager Gary Esplin advised if the easement is needed in the future, the City would have to pay the cost to move the building. The item can be tabled for 2 weeks, allowing the JUC to review.

Mr. Anderson commented that the owner recently purchased the home and does not have a place to store their belongings.

Mr. Snyder suggested approving a 7.5-foot setback around the entire lot.

City Manager Gary Esplin stated that may be difficult on the one side.

MOTION: A motion was made by Councilmember Hughes to approve the conditional use permit with the conditions outlined by the Planning Commission, adding number 5 - JUC approval. If not approved by the JUC, modify condition number 1 to show the setbacks of 7.5 feet, noting that number 4 states the request is subject Legal Department review.

SECOND: The motion was seconded by Councilmember Randall.

Councilmember Bowcutt commented that he does not understand why the ordinance allows 2-foot setbacks for accessory buildings.

City Manager Gary Esplin explained the requirement was more agriculture related. That requirement can be re-visited.

City Attorney Shawn Guzman stated he would hate to lose the ability for those that are truly using it for agriculture uses.

Mr. Anderson stated that he is looking to build a garage at his home. Per the code, he can build the structure on the property line. He asked if the code meets City requirements.

City Attorney Shawn Guzman explained that if there is not a City easement, he can go to the zero lot line. This particular property does have an easement.

Councilmember Almquist stated that this type of situation should be worked out in the platting stage. He feels the property owner should be able to use their land.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit to use the landmark home located at 278 North 100 West for a vacation rental. Chris Potter, applicant.

Planner Ray Snyder presented the request for a conditional use permit to use a Landmark Site as a vacation rental. The property is located at 278 North 100 West and is zoned RCC. He presented maps and photos of the area in addition to a site plan. He read staff reports which include comments from the Planning Commission, suggested conditions and findings. Planning Commission recommends approval.

Draft

Councilmember Bowcutt stated that it was mentioned in the Planning Commission meeting that the conditional use goes with the land not with the owner.

City Attorney Shawn Guzman stated that the Planning Commission's condition on landscaping states that the applicant shall maintain the level of the landscaping; however the current landscaping is in a state of disrepair. If the Council wants something more than what is there currently, he suggests they ask applicant to specify their plans.

Chris Potter, applicant, explained that with regards to the landscaping, he does not have actual plans yet. He is going to work on the inside of the building first and plans to improve the landscaping as well as repair the outside.

MOTION: A motion was made by Councilmember Arial to approve the conditional use permit for a vacation rental following the suggested conditions from the Planning Commission, landscape plans and subject to review by the Legal Department.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

DONATION AGREEMENT:
Consider approval of the donation agreement for Desert Canyons open space.

City Manager Gary Esplin advised this item is part of the Desert Canyons project and development agreement, the developer is required to dedicate open space with each plat. Staff has agreed to accept approximately 1.791 acres from Phase 1 of the Desert Edge Subdivision and Phase 1 of the Desert Plateau Subdivision.

MOTION: A motion was made by Councilmember Hughes to accept the dedication.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

AGREEMENT:
Consider approval of an agreement with Dinosaur Crossing, L.C. for the construction of Mall Drive.

City Manager Gary Esplin advised this item is an agreement with Dinosaur Crossing, L.C. for the construction of Mall Drive. In this agreement, the City agrees to construct Mall Drive from Riverside Drive to the bridge in addition to installing rip-rap improvements along the Virgin River, sleeves underneath the existing road, a traffic signal and approximately 400 feet of culinary water line. Dinosaur Crossing agrees to install certain storm water lines. As the development occurs, they will widen the road to 90 feet.

City Attorney Shawn Guzman explained this is a dedication. The City will be receiving property in exchange for the roadway. The agreement will be subject to approval by the Legal Department.

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MOTION: A motion was made by Councilmember Hughes to approve the agreement with Dinosaur Crossing, L.C. for the construction of Mall Drive subject to approval by the Legal Department.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

APPOINTMENT:

Councilmember Randall stated that Councilmember Arial replaced her on the Arts Museum Board.

MOTION: A motion was made by Councilmember Randall to approve Councilmember Arial to sit on the board for the St. George Art Museum.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

MINUTES:

Consider approval of the minutes from the City Council meeting held on August 21, 2014.

MOTION: A motion was made by Councilmember Hughes to approve the minutes.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

MINUTES:

Consider approval of the minutes from the City Council meeting held on August 28, 2014.

MOTION: A motion was made by Councilmember Arial.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

MINUTES:

Draft

Consider approval of the minutes from the City Council meeting held on September 4, 2014.

MOTION: A motion was made by Councilmember Randall.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

ADJOURN:

MOTION: A motion was made by Councilmember Arial.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder

Draft

ST GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
SEPTEMBER 25, 2014
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Jonathan T. Pike
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
City Manager Gary Esplin
City Attorney Shawn Guzman
Deputy City Recorder Annette Hansen

SITE TOURS:

Tonaquint Data Center located at 1108 West 1600 South Unit D

Councilmembers were taken on a secured tour of the Tonaquint Data Center by staff where they explained the operation and functioning of their facility. The Tonaquint Data Center is the only Tier III data center between Salt Lake and Las Vegas, housing computer data for many businesses including several Fortune 500 companies.

All Abilities Park and Cemetery Cremation Gardens and new access road to Tonaquint Cemetery located at 1851 South Dixie Drive

Councilmembers met at the proposed All Abilities Park site adjacent to the Tonaquint Cemetery where City Manager Gary Esplin specified where the planned park would be situated as well as where the area for the cemetery's Cremation Gardens would be located. He also indicated where the access road into the cemetery to improve traffic concerns there.

Councilmembers then met back at the City Offices Administrative Conference Room.

OPENING:

Councilmember Gil Almquist welcomed all those who were in attendance and called the meeting to order. The pledge of allegiance was offered by Councilmember Gil Almquist, the invocation was offered by Bishop Eric Wilkinson from the St. George Green Valley Stake.

Mayor Pike arrived.

Discussion on Suntran Bus Stop Route Change to Include Doctor Volunteer Clinic – Cameron Cutler

Transportation Services Manager Cameron Cutler presented the Council with three different options for altering the current bus route to include a stop near the Doctor's Volunteer Clinic on Riverside Drive. Council discussed the different options at length and the impact for eliminating selected bus stops on 900 S in order to do this. Council inquired about the possibility of a different route North on Riverside Dr. and Mr. Cutler stated that he would run the route suggested to check for time and ease of use for the driver then return to Council with the results and further discussion. It was mentioned that although certain stops may be eliminated, ridership would almost certainly increase due to the greater need for a stop near the Doctor's Volunteer Clinic.

Consider Approval of the Sewer System Management Plan – Scott Taylor
Wastewater Supervisor Scott Taylor presented Councilmembers with the completed Wastewater Management Plan for review and approval as required by the state. He explained that the plan provides guidelines and maintenance standards for the prevention and handling of possible sewer system overflow. Major contributing factors and causes for possible overflow were discussed along with flooding issues and contractor negligence which has been a factor in recent overflow issues. Council discussed flooding and other wastewater issues with Mr. Taylor at length.

MOTION: A motion was made by Councilmember Bette Arial to approve the Wastewater System Management Plan as presented.
SECOND: The motion was seconded by Councilmember Gil Almquist.
VOTE: Mayor Pike called for a vote, as follows:
Councilmember Hughes – aye
Councilmember Almquist – aye
Councilmember Randall – aye
Councilmember Bowcutt – aye
Councilmember Arial – aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin commended Mr. Taylor and his staff for handing so quickly and efficiently recent issues with flooding and specifically the sinkhole on Sunset where his crews worked diligently around the clock to fix the problem and help alleviate traffic issues. Mayor and Councilmembers also thanked Mr. Taylor and his staff for their diligence and productivity in keeping the City's system running effectively.

Report on Status of SwitchPoint – Matt Loo
Community Development Director Matt Loo introduced SwitchPoint Facility Executive Director Carol Hollowell and she addressed the Council with updates in regards to the newly opened SwitchPoint homeless shelter and resource center. Ms. Hollowell noted that there is a grand opening scheduled for October 16th and encouraged all to attend this event. She explained that since they opened August 29th, they have averaged 68 clients a day, placed 9 clients in permanent housing, 23 have found employment and 5 have been reunited with family. She also presented funds/grants that have been secured through private, federal and state sources totaling an estimated $2,407,000.00. Ms. Hollowell then elaborated on meetings with various state

department heads that toured the facility and noted that these leaders were impressed with the shelters concept and commended them for their vision in helping the homeless population on improving their situations and helping to provide a more stable environment in which to live. Expenditures were discussed along with estimated donations of time and materials to get the shelter up and running. Volunteer opportunities were also discussed at length along with police support and presence at the facility. Ms. Hollowell also gave several examples of clients whose lives have been significantly improved due to the diligence and relationship building of staff and the programs that they help provide. Mayor Pike expressed his deep appreciation to City Manager Gary Esplin, Community Development Director Matt Loo, and Ms. Hollowell for their exemplary dedication and countless hours in helping to make this concept a reality for the City and commended their enthusiasm and determination in making it an ideal program for the less fortunate within the city.

Presentation on All Abilities Park Plan – Kent Perkins
City Manager Gary Esplin introduced the concept of the All Abilities Park which Council has been discussing for quite some time and has been approved for within the current year budget. The initial concept plan that was drawn up by City Park Planners was presented to the Council where they explained that they had taken input from a public meeting they held which included a variety of disabled groups. These groups voted on a concept theme and recreational objects they desired to see included in the park. Given the overall feedback on this, they came up with the theme of "Dinosaurs in a Desert Oasis" with the desired elements of a train, water features, sensory garden and specifically designed play equipment for the disabled children. Cost estimate for the three phases along with potential future enhancements of the park were presented to the Council and discussed at length. Revenue sources were discussed along with potential sources for additional funding through donations and other community volunteer contributions. Council discussed current budget options and it was determined that there was sufficient amount budgeted for phase 1 of the park which included all grading, utilities, groundwork, parking lot, retaining walls, playground equipment and furnishings, park entry feature and fencing. Council also discussed cost of other phases as well as additional costs for park maintenance. Train operation schedule, maintenance and cost and revenue issues were also discussed. Councilmembers applauded staff on their concept and design of the park and expressed their desire to move forward with the design and engineering as well as bidding of the park project.

Councilmember Reports:
Councilmember Jimmie Hughes: reported on the Animal Shelter Board Meeting he attended on Tuesday the 23rd as well as a meeting he attended with the St. George Housing Authority.
Councilmember Gil Almquist: reported on mosquito abatement and noted that the flood control board cancelled their meeting. He mentioned that the Dinosaur Museum was moving forward with their plans for improvements there.
Councilmember Michele Randall: reported on the planned Veterans Day parade to be held in Washington City this year. She also reported on the Shade Tree Board meeting.
Councilmember Bette Arial: reported on the Art Museum fund raiser and the Arts Council, as well as the Children's Museum.
Mayor Pike: mentioned he had a productive and informative meeting with Dixie Care and Share as well as a meeting with Washington County School District in regards to the Dixie Sun Bowl.

Assistant City Manager Marc Mortensen: addressed the Council in regards to updating the audio and visual capabilities in the Council chambers. City IT Director James Duckett presented options he researched to the Council to address current issues such as audio system feedback and computer malfunctions due to overheating. Options such as a new podium and projector screens were discussed.

CLOSED SESSION

MOTION: A motion was made by Councilmember Gil Almquist to proceed into the closed session portion of the meeting to discuss property sale.
SECOND: The motion was seconded by Councilmember Jimmie Hughes.
VOTE: Mayor Pike called for a vote, as follows:
Councilmember Hughes – aye
Councilmember Almquist – aye
Councilmember Randall – aye
Councilmember Bowcutt – aye
Councilmember Arial – aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN

MOTION: A motion was made by Councilmember Jimmie Hughes to reconvene and adjourn.
SECOND: The motion was seconded by Councilmember Gil Almquist.
VOTE: Mayor Pike called for a vote, as follows:
Councilmember Hughes – aye
Councilmember Almquist – aye
Councilmember Randall – aye
Councilmember Bowcutt – aye
Councilmember Arial – aye

The vote was unanimous and the motion carried.

Council meeting was then adjourned at 9:43 pm.

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Annette Hansen, Deputy City Recorder

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 2, 2014, 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

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

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Curt Brown, a scout, and the invocation was offered by Reverend Alex Wilkie.

Kyle Case with the Huntsman World Senior Games mentioned that the games will begin October 7, 2014. They have had a banner year in terms of registration with increasing numbers in Archery and Pickleball. He invited the Mayor and Councilmembers, as well as the community, to attend the events. Additionally, they have an exhibit at the Commons Building. He thanked the City for it support and presented a gift to Mayor Pike. The economic impact is estimated to be approximately $16 million. This year, participants representing 23 different nations, will be competing. He mentioned that 67 countries have been represented since 1987.

Mayor Pike announced that he and the Councilmembers may have to break for the Veteran's Utah Honor Flight. There are 26 WWII veterans and their family members that will be returning from Washington D.C. tonight.

Leisure Services Director Kent Perkins stated that the Ibigawa delegation began in 1989. He introduced the delegation who included representatives from the town and officials from their sports and athletics commission as well as winners from the Ibigawa marathon.

Mayor Pike welcomed the Ibigawa delegates. He mentioned that he will be traveling to Ibigawa in November. He thanked staff members from Leisure Services as well as staff throughout the City and volunteers who work on the Marathon. Additionally, he thanked all staff who were involved with the Mall Drive Bridge, which opened on Tuesday.

COMMENTS FROM THE PUBLIC:

Mayor Pike advised that he received two forms from citizens who would like to speak. He reviewed the rules for making comments. He informed Harold Hickman and Bruce Bennett who wish to speak about theater, if they are wanting to discuss the Electric Theater, they will not be allowed to as the item is on tonight's agenda.

Harold Hickman, citizen, stated that he has 40 years experience in theater. His concern is that the City is in need of a performance theater that can handle the performance groups in the area. He fears of a loss of financial backing for such a venue. Currently, he sits on a committee who is trying to bring another theater into the area.

Mayor Pike explained that the City did a feasability study approximately two years ago. It showed that there is a need for a performing arts venue; however, the City first needs to strengthen the arts organizations by providing space at a minimal cost. Additionally, the RAP tax could help if passed during the November election. He explained that the

proposed RAP tax will increase taxes by $.01 for every $10 spent. These funds can only be used for recreation and parks. The City sees that as a primary opportunity to grant funds to recreation and arts organizations to help strengthen them.

Mr. Hickman stated that those in the arts fear that the tax will not be divided equally.

Bruce Bennett, with the St. George Musical Theater, mentioned the shows that they are putting on this year. He would like the City to consider looking at renovations that would allow for a multi use theater that could accommodate in the round productions and other performing arts presentations. Their next production, The Odd Couple, will begin October 22, 2014. He mentioned that he supports the RAP tax.

CHANGE ORDER:

Consider approval of a change order for the Horseman's Park Road Sewer and Storm Drain improvements.

City Manager Gary Esplin advised that there were some future issues with the improvements on Little Valley Road. He explained that the change order will be paid for out of Sewer and Storm Drain Impact Funds.

Purchasing Manager Connie Hood stated the change order is for Interstate Rock Products. The City's share is $186,487.72.

City Manager Gary Esplin explained that this is a joint project with the developer of the old Gentry Dairy project. They will pay the balance for the future up-sizing of the lines.

MOTION: A motion was made by Councilmember Randall to approve the change for order for Interstate Rock Products for $186,487.72.
SECOND: The motion was seconded by Councilmember Bowcutt.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

AGREEMENT:

Consider approval of an agreement with Creamer & Noble Engineering to design the St. George Industrial Park Phase 2 Project.

City Manager Gary Esplin advised this is the second phase of the storm drain project in the St. George Industrial Park. The rains over the last month showed there was a problem in the area. He explained this is for the design for the next phase and will be paid out of Drainage Impact Funds and Drainage Utility Funds.

Purchasing Manager Connie Hood stated the cost of the agreement with Creamer and Noble is $42,514.

MOTION: A motion was made by Councilmember Arial to approve the agreement with Creamer & Noble to design the St. George Industrial Park Phase 2 Project in the amount of $42,514.
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

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Councilmember Arial - aye

The vote was unanimous and the motion carried.

AGREEMENT:

Consider approval of an agreement with SunRoc Corporation to do the 2015 Fog Seal Project.

City Manager Gary Esplin advised that this project is included in the current years budget.

Purchasing Manager Connie Hood stated that SunRoc was the low bidder at $86,130.32.

MOTION: A motion was made by Councilmember Hughes to approve the bid for the fog seal project to SunRoc for $86,130.32
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for the renovation of the Electric Theater.

Mayor Pike advised that the bids received were higher than expected. The low bid was approximately $1 million more than the engineer's estimate.

City Manager Gary Esplin added that the original estimate did not include additional items that were added after the fact.

Mayor Pike stated that the City benefits when bids are lower than the estimate such as with the Mall Drive Bridge and the Replacement Airport. Building costs are increasing approximately 15-20%. The City Manager has been actively engaged in working with the low bidder to identify areas where money can be saved and still make the project be what is wanted.

City Manager Gary Esplin commented that there are a couple of reasons why the bid is higher than expected. Costs have gone up and when restoring a historic building, people are reluctant to turn in a bid. Four bids were received and did vary. The majority of the new space is not the theater, rather it is for other activities such as dance and visual art. He believes this would be an investment in the downtown area.

Purchasing Manager Connie Hood advised the high bid was approximately $4 million while the low bid, received from Steed Construction, was $3,045,977.

Mayor Pike stated that the property was bought with the intent of doing this.

Councilmember Randall commented that if this is done, it should be done right. She would like to make it so that it can be used for different arts groups.

Councilmember Hughes stated that the Councilmembers do a lot things that not all citizens participate in. He is ok with this project because this would bring diversity to the community. The building was bought so that it can be saved.

City Manager Gary Esplin advised they can possibly reduce the cost by approximately 10-15%. The previous Council's philosophy has been to take an asset, sell it and buy another asset. He explained that the majority of the funding used for this project are proceeds

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from the sale of City owned property that purchased 25 years. Those funds were dedicated and earmarked to go towards this project. Additionally, there are other funds that are earmarked for this project that do not come from the General Fund.

MOTION: A motion was made by Councilmember Almquist to approve the bid to Steed Construction for $3,045,977 and for the renovation as designed, subject to review by the Legal Department.
SECOND: The motion was seconded by Councilmember Arial.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for the annual purchase of Polymer product for the Wastewater Department.

Purchasing Manager Connie Hood advised that prices remained the same as the previous year. The blanket purchase order amount is $176,000.

MOTION: A motion was made by Councilmember Hughes to approve the blanket purchase order renewal for the Polymer for the Wastewater Treatment Plant in the amount of $176,000.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

STREET CLOSURE REQUEST:

Consider approval of a request to close Industrial Road from Red Rock Road to 700 North Street for the Customer Appreciation and Truck Show. Justin Oliekan, applicant.

City Manager Gary Esplin advised that this event has been held in the last couple of years with no issues.

MOTION: A motion was made by Councilmember Almquist to approve the road closure of Industrial Road from Red Rock Road to 700 North Street on October 17 & 18, 2014 from 9:00 a.m. to 7:00 p.m., daily, for the Customer Appreciation and Truck Show.
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
Councilmember Arial - aye

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The vote was unanimous and the motion carried.

FEE WAIVER REQUEST:

Consider approval of a fee waiver request for the use of the Ridge Top Complex for the Drive In Movie for Homecoming Week event. Luke Kerouac, applicant.

City Manager Gary Esplin advised this event was held event last year.

Luke Kerouac mentioned that the movie will be Monsters University.

MOTION: A motion was made by Councilmember Randall to approve the fee waiver for the use of the Ridge Top Complex for the Drive In Movie on October 22, 2014.
SECOND: The motion was seconded by Councilmember Bowcutt.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

FEE WAIVER REQUEST:

Consider approval of fee waiver request for the use of Vernon Worthen Park for the Walk to End Lupus Now Event. Noelle Reymond, applicant.

Noelle Reymond, with the Lupus Foundation, stated they have held this walk in Salt Lake City for the past five years. She provided a background on Lupus. By bringing the walk to St. George, they are hoping to promote awareness and education. They are requesting a fee waiver for the use of Vernon Worthen Park.

MOTION: A motion was made by Councilmember Arial to waive the fee for the use of Vernon Worthen Park for the Walk to End Lupus Now walk.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

AGREEMENT:

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

City Manager Gary Esplin stated staff believes there can be a substantial savings that can be realized in energy consumption. The agreement has been thoroughly reviewed. The first stage is an audit at $70,000; however, there is no cost to the City, should it be decided to pursue cost-saving energy projects with McKinstry based on the audit findings. Because there were minor changes to the agreement he asks that it be subject to review of the Legal Department.

Mayor Pike explained that State law requires a process in selecting a company. Staff has followed that process.

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MOTION: A motion was made by Councilmember Bowcutt to accept the energy investment grade audit agreement with McKinstry Essention, LLC. subject to final review by the Legal Department and both parties agreeing to the changes.

Councilmember Hughes asked if cost-savings are identified, will McKinstry be used for the projects.

City Manager Gary Esplin explained that the items will be identified and staff will decide how to go forward at that time. Although McKinstry may be used for the projects, the agreement does not require they be used.

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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

ADJOURN:

MOTION: A motion to adjourn was made by Councilmember Almquist.
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
Councilmember Arial - aye

The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder

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