

DRAFTAgenda Item Number : **2A****Request For Council Action**

Date Submitted	2014-12-30 10:07:40
Applicant	Water Services Dept
Quick Title	WWTP Solids Handling Controls and Automation Upgrade Project
Subject	Consider Approval of a Professional Services Agreement with Bowen & Collins Engineers for the WWTP Solids Handling Controls Upgrade Project
Discussion	The Water Services Department is in the process of adding a third centrifuge to the Solids Handling process at the WWTP. After the third centrifuge is installed and operational, each of the existing two centrifuges will be sent back to the factory to be overhauled and upgraded. As part of the improvements, the SCADA controls and automation will be upgraded. This Professional Services Agreement is for the replacement and upgrade to the controls and automation of the Solids Handling Process. All other SCADA and automation controls upgrades for the remainder of the WWTP will be performed by staff.
Cost	\$134,552
City Manager Recommendation	This allows us to get the third centrifuge that we purchased into operation. Recommend approval.
Action Taken	
Requested by	Scott Taylor
File Attachments	<u>BCA Solids Building SCADA.Bowen Collens.PSA2.WS.v1st.docx</u>
Approved by Legal Department?	
Approved in Budget?	Amount:
Additional Comments	
Attachments	<u>BCA Solids Building SCADA.Bowen Collens.PSA2.WS.v1st.docx</u>

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 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 Bowen, Collins & Associates, with offices at 20 North Main, Suite 107, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide electrical controls design and programming services including a complete set of electrical wiring diagrams and process control documentation for the Solids Building Controls Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated December 15, 2014, which outlines the scope of work for the PROJECT; and

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

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

1. EMPLOYMENT OF CONSULTANT.

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY

requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 25% 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.
- 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 "B".

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

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

- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its

investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

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

10. **INDEPENDENT CONTRACTOR.**

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

11. **INSURANCE.**

- a. **GENERAL:** CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
 - i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
 - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
 - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities

- covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
 - iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
 - iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. **PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:**
- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
- g. **BUSINESS AUTOMOBILE COVERAGE:**
- i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of

CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
 - 1. Comprehensive form, including loading and unloading.
 - 2. Owned.
 - 3. Hired.
 - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed,

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

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

14. **RECORDS.**

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

15. **TERMINATION.**

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

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.
17. **CONFLICT OF INTEREST.**
- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
 - b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
 - c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:
 City of St. George
 175 East 200 North
 St. George, Utah 84770
 Attention: Scott Taylor

CONSULTANT:
 Bowen, Collins & Associates, Inc.
 20 North Main, Suite 107
 St. George, Utah 84770
 Attention: Mike Chandler

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.

CITY: City of St. George

CONSULTANT: Bowen, Collins and Associates, Inc.

 (Staff name)
 (Staff title)

 Craig Bagley, P.E.
 Vice President

COUNTER SIGNED:

APPROVED AS TO FORM

 Christina Fernandez, City Recorder

 Paula Houston, Deputy City Attorney

DRAFTAgenda Item Number : **2B****Request For Council Action****Date Submitted** 2015-01-05 13:53:37**Applicant** Jay Sandberg**Quick Title** Bid for demolition of West Cove Apartments**Subject** The award of the bid for the demolition of the West Cove Apartments needs to approved by the City Council.**Discussion** The demolition project was bid out. We only received 3 bids on the project. B. Hansen Construction was the lowest responsible bidder at \$90,000. Asbestos must be removed prior to the actual demolition. It will be completed by the end of January.**Cost** \$0.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Paula Houston**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFTAgenda Item Number : **3A****Request For Council Action****Date Submitted** 2014-12-22 11:41:58**Applicant** Ideal Automotive, LLC**Quick Title** Public Hearing, Zone Change and Ord to Modify a PD-C Zone**Subject** Public Hearing to consider a request to modify the PD-C (Planned Development Commercial) zone for Ideal Automotive, LLC; to demolish one existing building and to construct a larger building in its place and to increase the site from 1.792 acres to 2.623 acres to accommodate a collision repair facility.**Discussion** The applicant is proposing to modify the existing approved site plan, by removing the existing building, construct a new building, and increase the size of the site. The PD-C amendment review for consideration and discussion includes elevation, colors, materials, and site layout. The Planning Commission spent considerable time discussing the building aesthetics and landscaping along Black Ridge Drive. Planning Commission recommends approval.**Cost** \$0.00**City Manager Recommendation** Looks like an overall improvement to this automotive center. PC recommended approval.**Action Taken****Requested by****File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PD COMMERCIAL ZONE FOR IDEAL AUTOMOTIVE LLC LOCATED AT 184 WEST 1600 SOUTH TO DEMOLISH ONE BUILDING, ADD A LARGE ADDITION, AND EXPAND THE SITE FROM 1.792 ACRES TO 2.623 ACRES

WHEREAS, the property owner has requested a zone change amendment to the PD-C (Planned Development Commercial) zone on 2.623 acres to demolish one existing building and to construct a larger one in its place; and

WHEREAS, the City Council held a public hearing on this request on January 8, 2015; and

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

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment at 184 West 1600 South to demolish one building, to add a large addition, and to expand the site from 1.792 acres to 2.623 acres located north of 1600 South Street and along Black Ridge Drive.

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 8th day of January, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

L.R. POPE ENGINEERING INC.
1240 E 100 S #15B
ST. GEORGE, UTAH 84790
1-435-628-1676
email lrpope@infowest.com

DESCRIPTION OF IDEAL AUTOMOTIVE LLC AMENDED COMMERCIAL PD ZONE

BEGINNING AT A POINT NORTH $0^{\circ}36'38''$ EAST 447.17 FEET ALONG THE SECTION LINE AND NORTH $90^{\circ}00'00''$ WEST 227.30 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH $2^{\circ}21'38''$ WEST 506.21 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 1600 SOUTH STREET, SAID POINT BEING ON A 1083.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO RADIUS POINT IS S $5^{\circ}21'38''$ E); THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF $3^{\circ}48'50''$ AND 72.09 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE SOUTH $80^{\circ}49'32''$ WEST 129.78 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF $95^{\circ}30'21''$ AND 33.34 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE EAST RIGHT OF WAY LINE OF BLACK RIDGE DRIVE, SAID POINT BEING THE POINT OF A 1445.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF $20^{\circ}57'15''$ AND 528.47 FEET ALONG THE ARC OF SAID CURVE; THENCE LEAVING BLACK RIDGE DRIVE AND RUNNING SOUTH $88^{\circ}30'51''$ EAST 181.37 FEET TO THE POINT OF BEGINNING.

By L. Ried Pope, PE, PLS 10-31-14



Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: **12/09/2014**
CITY COUNCIL SET DATE: **12/18/2014**
CITY COUNCIL MEETING: **01/08/2014**

ZONE CHANGE

Dealer Collision / Ideal Automotive

Case No. 2014-ZCA-015

- Request:** A request to modify the PD-C (Planned Development Commercial) zone for Ideal Automotive LLC; to demolish one existing building and to construct a larger building in its place and to increase the site from 1.792 acres to 2.623 acres to accommodate a collision repair facility.
- Reference:** Associated lot line adjustment (LLA); Case No. 2014-LRE-018 (*this agenda*)
- Applicant:** Ideal Automotive LLC
150 West Hilton Drive
St George, Utah 84770
- Representative(s):** Mr. Reid Pope
Pope Engineering
1240 E 100 S #15B
St George, Utah 84770
- Mr. Bill Western, Architect
1253 Marigold Way
St George, Utah 84790
- Location:** Located at 184 West 1600 South Street (between 1470 South and 1600 South Street on the east side of Black Ridge Drive).
- Area:** 2.623 acres (after LLA)
- Current Zone:** PD-COM (Planned Development Commercial)
- General Plan:** COM (Commercial)
- Adjacent zones:** The property is surrounded by other PD-COM properties consisting of car dealerships and related automotive businesses.
- Setbacks:** Minimum required setbacks 25 ft. in front & street side, 10 ft. side yards, and 10 ft. rear yard. This plan meets and exceeds those requirements.

Design: For review and discussion, elevations, colors, and materials proposed have been provided (see sample material & color board). The new building will have Split face block (CMU) in two colors. Note that the elevations were changed at staff's request to provide more architectural relief to break up the long flat exterior surface as seen from Black Ridge Drive. The Planning Commission asked why no doors or windows were present on the west elevation. According to the architect / representative they were left out to reduce heat inside and for security purposes.

Roof: The Planning Commission requested the roof top not be colored white. As a result, the architect has provided the council a tan colored roof membrane sample (see sample).

The roof shall have a parapet installed to help screen the HVAC equipment.

The applicant is proposing to use skylights in the roof.

Parking: Staff received a letter (e-mail) asking that adequate parking be on site to prevent employee parking in other adjacent business's parking spaces (see attached).

Parking calculations: Total building area(s) = 25,988 sq. ft. (*new building attached to existing = approximately 19,298 sq. ft. + existing east building = approximately 6,690 sq. ft.*). $25,988 / 400 = 64.97 = 65$ stalls (with 3 H/C). Per Section 10-19-5 a ratio of 1:400 is required for automotive repair and supply businesses. The applicant shows 74 stalls on the site plan (*9 additional spaces*). Note: No provision is set in Chapter 19 'Off Street Parking Requirements' for calculating the resultant associated vehicle impound area, unless the last paragraph in 10-19-5 was used to set a specific required space number. The rear of the building is shown for parking, but it's expected it will become the vehicle storage area.

Outside Storage: Staff received a letter (e-mail) asking that adequate screening be conditioned on site to prevent / or reduce view of the 'bone yard' from the adjacent streets (see attached).

It's recommended that a solid fence be installed around the outside storage area and that in addition to the required street trees that additional evergreen trees be planted in a close grouping next to the solid fence. This will need to appear on the landscape plan in the SPR (Site Plan Review submittal – civil engineering plan set).

Dealer Collision: The business proposed to go on the site is Dealer Collision. The existing Dealer Collision site is located on 2.68 acres on 1700 South Street.

Photos (provided) show that the existing landscaping along Black Ridge Drive adjacent to the existing Dealer Collision (to relocate to proposed new facility) has no existing street trees and no live vegetation to comply with the landscaping Ordinance (Title 10 Chapter 25).

Comments:

1. A written text has been provided by the applicant (see attached).
2. There is a lot line adjustment application associated with this project (*the council heard at the Dec. 18th CC meeting*).
3. Existing landscaping needs to have street trees replaced and the new land addition (*added by the lot line adjustment*) needs to have new landscaping and trees added.
4. A SPR (Site Plan Review) application needs to be submitted and approved by staff.
5. No business license or C.O. shall be approved until all landscaping comes into compliance.

P.C.: The Planning Commission (PC) recommends approval.

The PC spent considerable time discussing the building aesthetics (*as viewed from Black Ridge Drive*) and the landscaping along Black Ridge Drive. The PC supports the need to replace dead or missing street trees.

Letter Received

Ray Snyder

From: Ray Snyder
Sent: Wednesday, December 10, 2014 11:24 AM
To: 'Steven Williams'
Subject: RE: DEALER COLLISION

Steven,

Thank you for your comments. I will copy the council on this e-mail and incorporate many of your comments into the revised staff report for the City Council meeting of Thursday December 18, 2014.

Ray Snyder

Associate Planner
City of St George
175 East 200 North
St George, Utah 84770
ray.snyder@sgcity.org
(435) 627-4437

From: Steven Williams [<mailto:steven505williams@gmail.com>]
Sent: Wednesday, December 10, 2014 11:00 AM
To: Ray Snyder
Subject: RE: DEALER COLLISION

Mr. Snyder:

Thank you for meeting with me this morning. I own Units 1-4 at Chelsea Commercial Condominiums, 163 West 1600 South.

I attended last night's Planning Commission meeting. I think the focus on the west elevation of the building is unnecessary--it has way more lipstick than I was expecting. I would leave the west elevation as proposed and put a beige single-ply membrane on the roof.

My office properties are immediately north of the existing Dealer Collision "boneyard". The new site plan does not show the location of the new boneyard; it is probably north of the existing building.

My suggestion is to locate and screen the proposed boneyard and plant a double offset row of evergreens along the entire west side of the property--deciduous trees only work six months of each year. This should be the least expensive solution for the applicant and the most visually pleasing solution for the city.

On a personal note, this site, in it's last incarnation as the Dodge dealership, had inadequate parking that resulted in employees and customers parking on 1600 South. When the street parking was full, employees and customers parked in my parking lot, bothering my tenants. Please make sure that the proposed use has adequate on-site parking.

Respectfully,

Steven R. Williams
435.229.4183

L.R. POPE ENGINEERING INC.
1240 E 100 S #15B
ST. GEORGE, UTAH 84790
1-435-628-1676
email lrpope@infowest.com

STEPHEN WADE –DEALERS COLLISION CENTER
AMENDED PD
WRITTEN TEXT

- A- The total site area consists of 2.623 acres and is North of 1600 South Street and along the West side of Black Ridge Drive. The site is being expanded from 1.792 acres to the 2.623 acres and has three existing buildings on the south portion. The center building along Black Ridge is going to be demolished and a new larger building will be added to the existing North building and cover the area of the building being demolished. The access point will remain at the existing South entrance and there will also be a shared exit at the North boundary line. The existing landscaping will remain and an additional 25 foot strip of landscaping will be added for the additional property to the north. The total building coverage will be 25,988 square feet or 0.23%. The 25 foot landscaping along the Street Frontages will be approximately 16,300 square feet or 14.3%.
- B- The new addition will be built with cmu block and will match the colors of the existing buildings.
- C- The project density -na
- D- The nearest school is the Dixie Middle School and would be approximately three miles away. The Bloomington LDS Stake Center is within three miles. The nearest park is located at Tonaquint.
- E- The project will not be phased.
- F- The existing topography has been included for the undeveloped northern portion.
- G- A colored site drawing showing the proposed landscaping areas for the parking structure was previously submitted and there will be no additional landscaping with this detail building.
- H- The amount of landscaping reserved for the new development is 14.3% of the total site. The landscaping will match the existing landscaping with 50% living plants and trees.
- I- All utilities will be underground.
- J- There are current refuse areas for trash and additional screened trash refuse area will be added.
- K- There is current interior lighting located in the parking area with an average foot candle rating of 35 maximum and there will be some minor exterior lighting on the new building.
- L- The new collision building along with the existing building along the east side will have one onsite access driveway located at the south end of the property which will empty into 1600 South Street and a secondary shared access at the north property line will not directly enter onto Black Ridge Drive.
- M- There will be no additional signing for the new collision building.


Western Design Group
 1100 S. 1000th Street
 West Valley City, UT 84119
 Phone: (801) 972-1000
 Fax: (801) 972-1001
 www.westerndesign.com

CONSULTANTS
 PROJECT NO.
 DESIGN NO.
 DATE: 10/11/2011

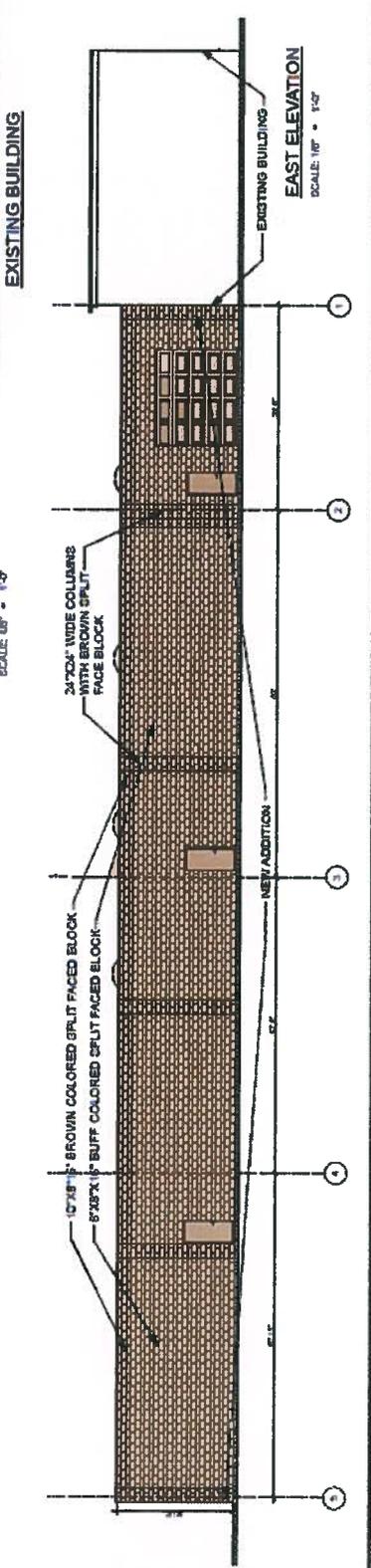
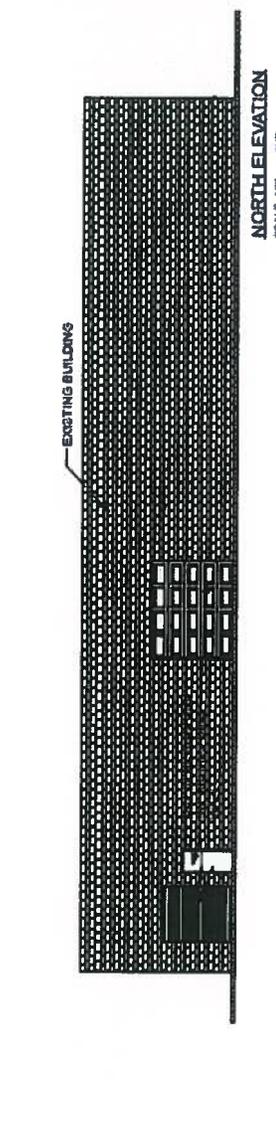
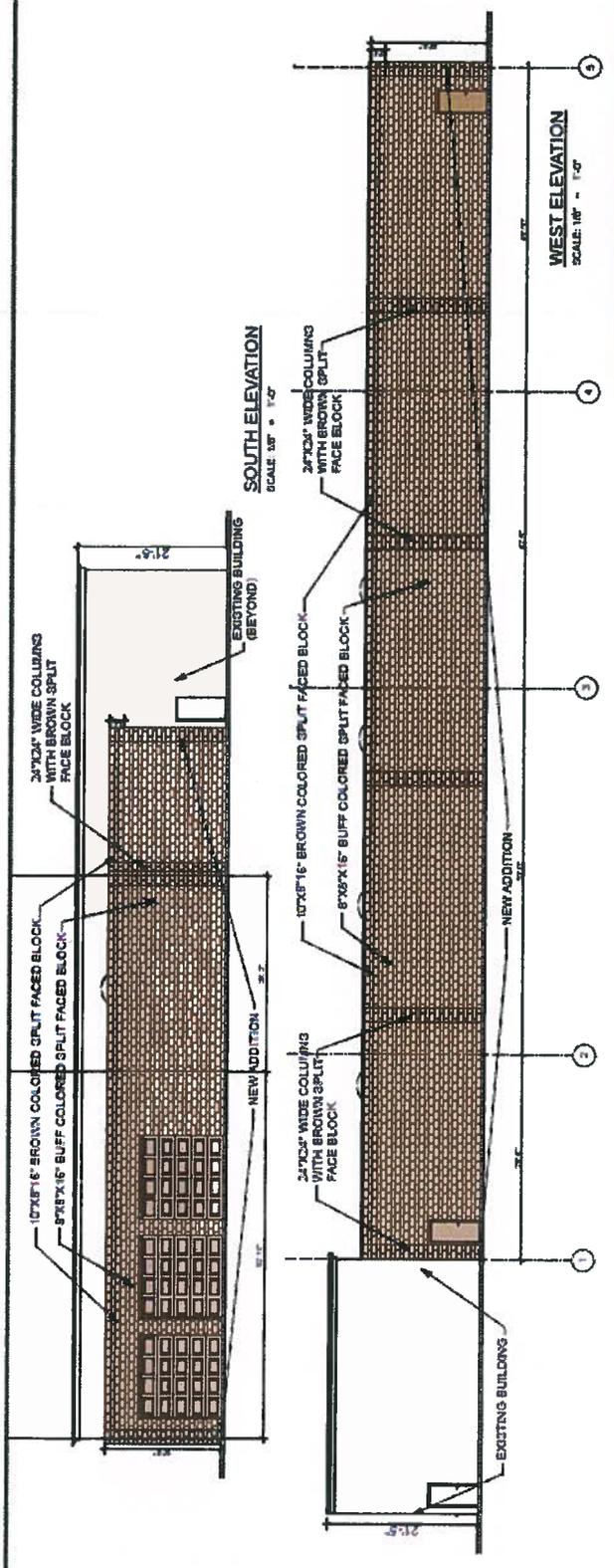


DEALER'S COLLISION CENTER ADDITION
 1800 S. BLACK RIDGE DRIVE
 ST. GEORGE, UTAH
 STEPHEN WAIDE
 AUTO DEALERSHIPS

PROJECT NO.	
DESIGN NO.	
DATE	10/11/2011
PROJECT TITLE	DEALER'S COLLISION CENTER ADDITION

SHEET TITLE
EXTERIOR BUILDING ELEVATIONS

A-201



Elevations



DATE: 11/15/2017
PROJECT: 1800 SOUTH STREET
DRAWN BY: [unreadable]

P=1463207
L=1463207
T=1463207
A=1463207

BLACK RIDGE DRIVE
60' PUBLIC ROAD

NOTE: PARCELS 60-6-3-36-27
1800 SOUTH STREET

CHINA II

THE INV. HOLDINGS
8 WAC EAST LLC

EXISTING
PLUMBING
& ELECTRICAL

THE INV. HOLDINGS
8 WAC EAST LLC

IDEAL REALTY LLC

EXISTING CURB & GUTTER

R=1083.00'
L=172.00'
T=1083.00'
A=90.46500°

1800 SOUTH STREET
60' PUBLIC ROAD

P=20207
L=20207
T=20207
A=90.30721°

P=463207
L=463207
T=463207
A=90.30721°



866 PARCELS LLC

866 PARCELS LLC
 866 PARCELS LLC
 866 PARCELS LLC

866 PARCELS LLC
 866 PARCELS LLC
 866 PARCELS LLC

NOTE: PARCELS 866-38-277 & PART OF 866-38-220 TO BE COMBINED

866-38-274
 SWAC EAST LLC

866-38-275
 SWAC EAST LLC

866-38-279
 SWAC EAST LLC

P=100.00'
 L=72.00'
 Area=7200.00'
 A=57.2817°

1600 SOUTH STREET
 86' PUBLIC ROAD

P=20.00'
 L=83.34'
 Area=1666.80'
 A=57.2817°

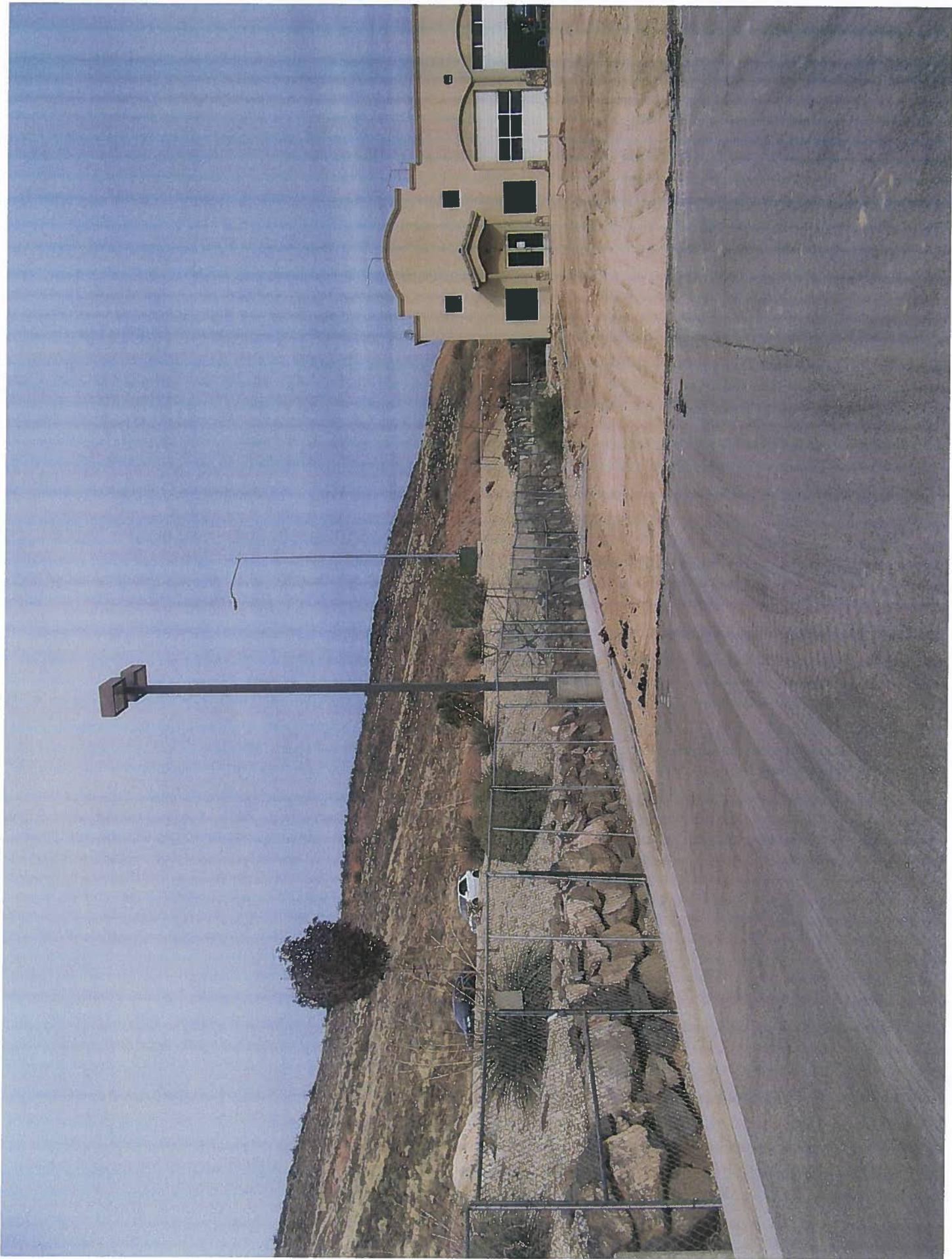
BLACK RIDGE DRIVE
 60' PUBLIC ROAD

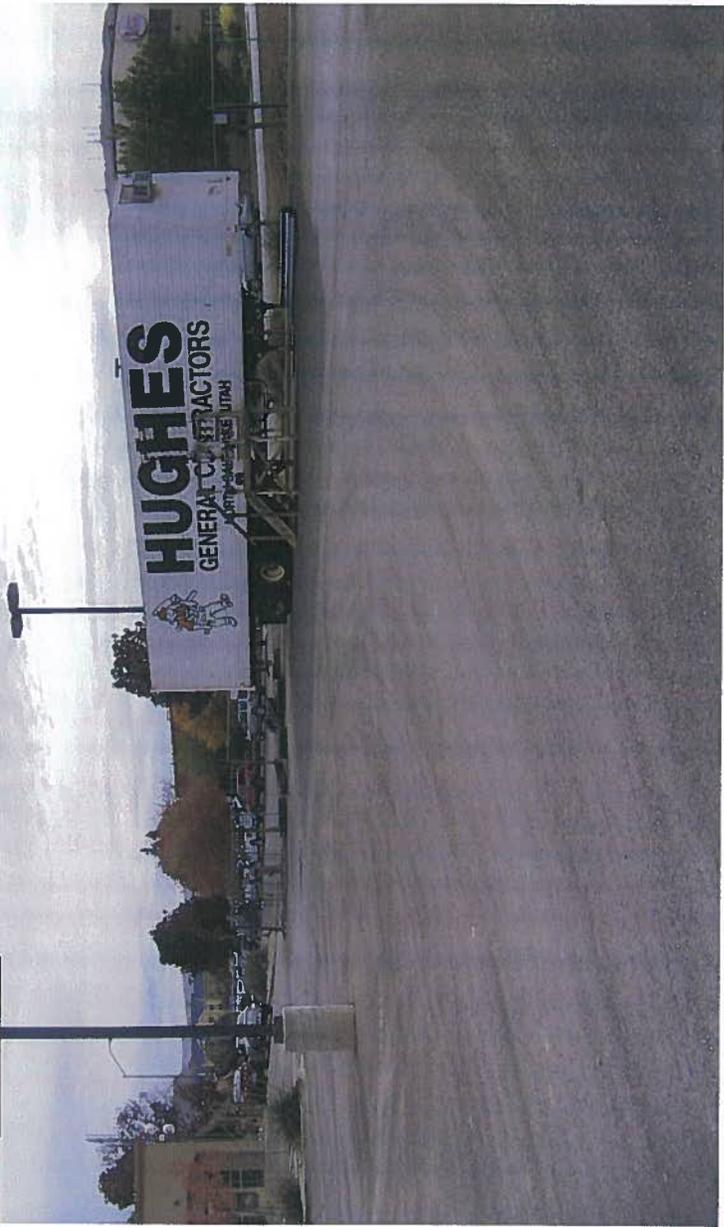
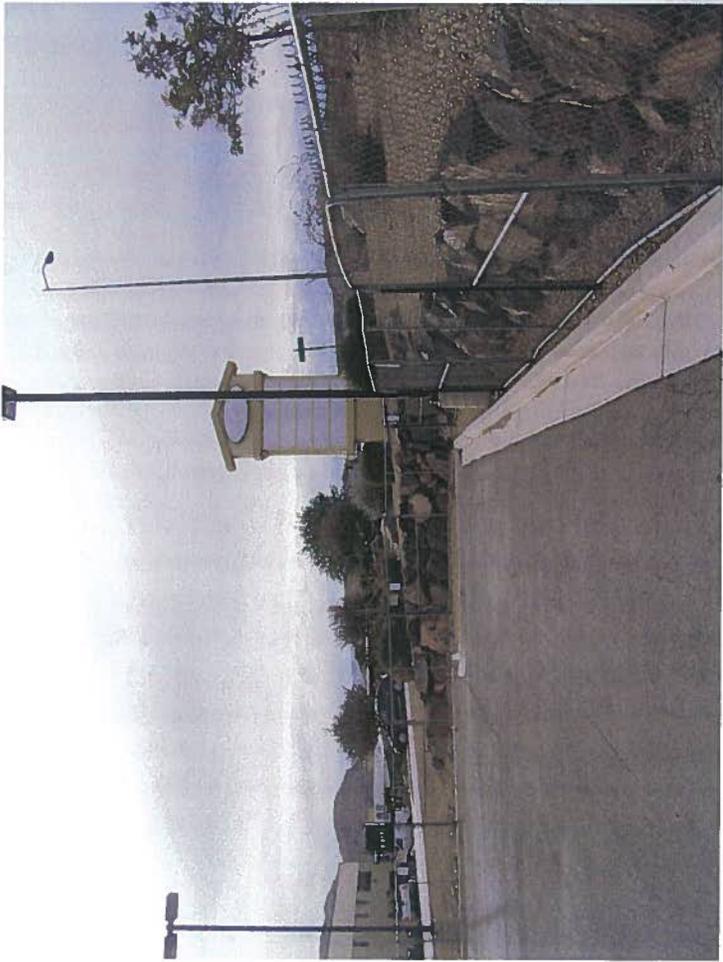
P=100.00'
 L=72.00'
 Area=7200.00'
 A=57.2817°

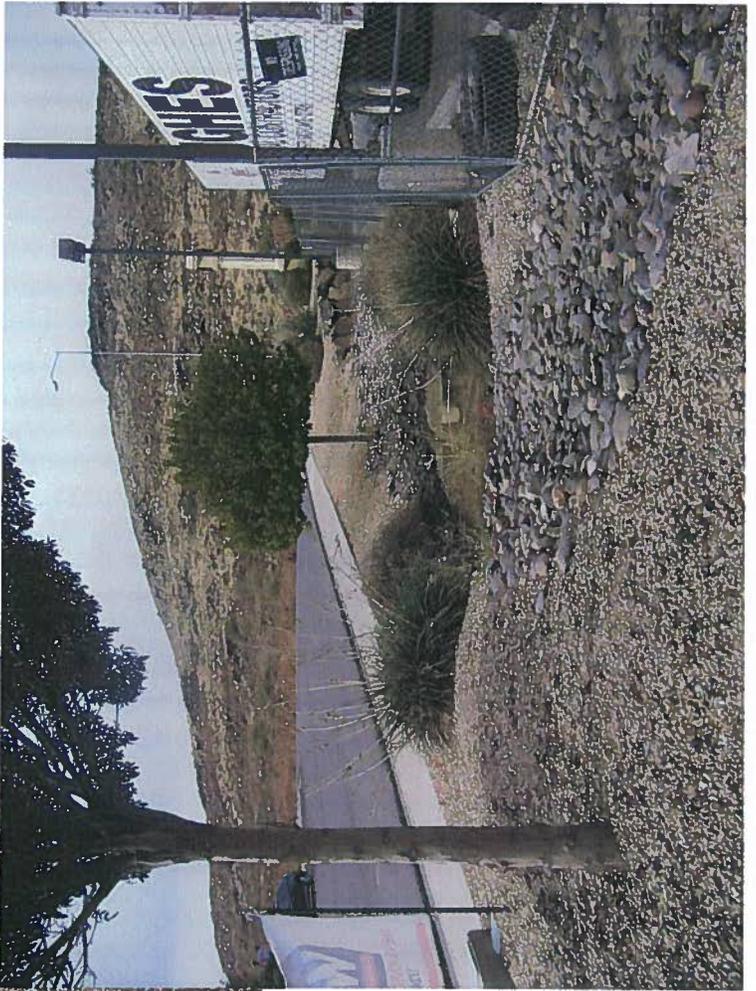
SHARED DRIVEWAY

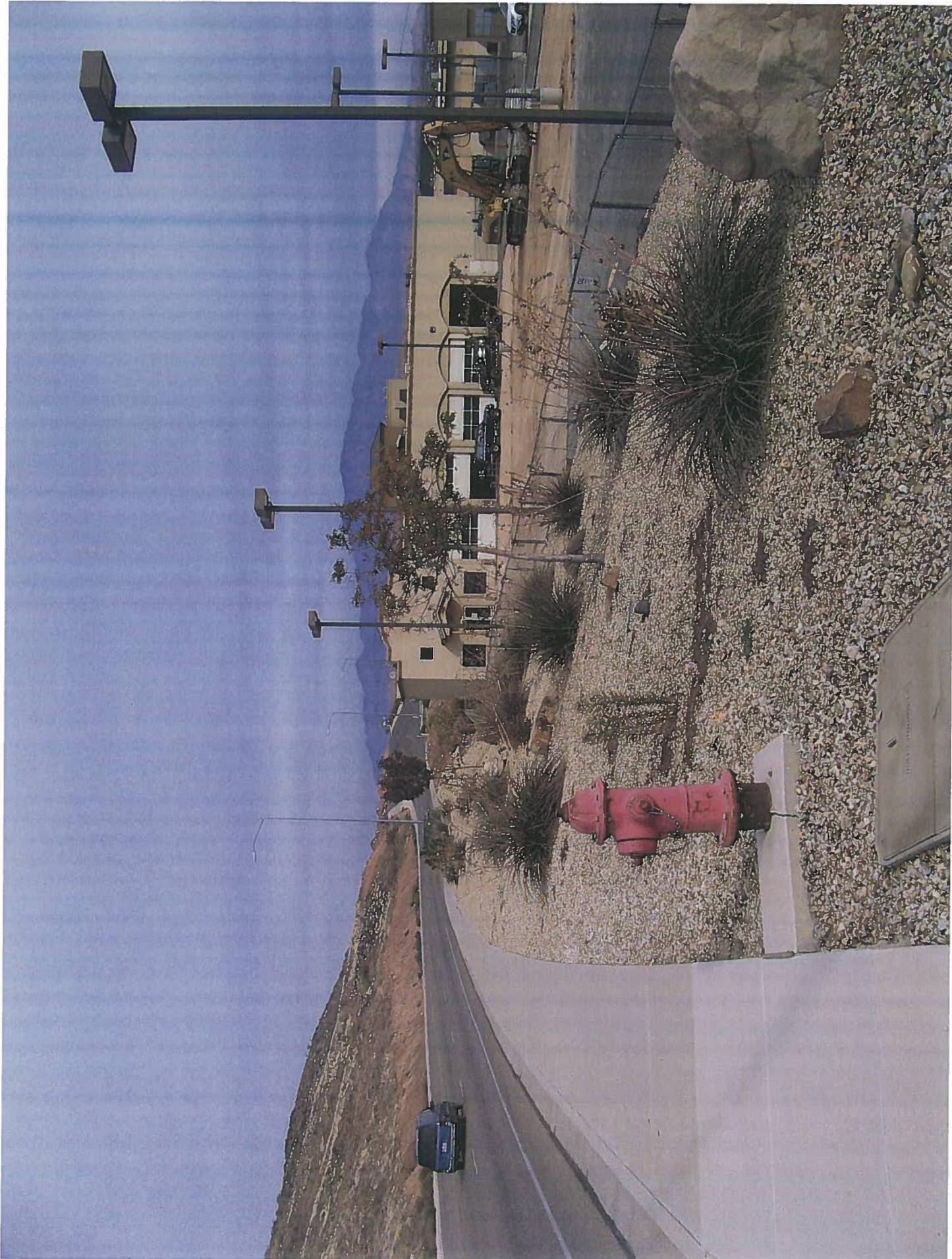
SHARED DRIVEWAY

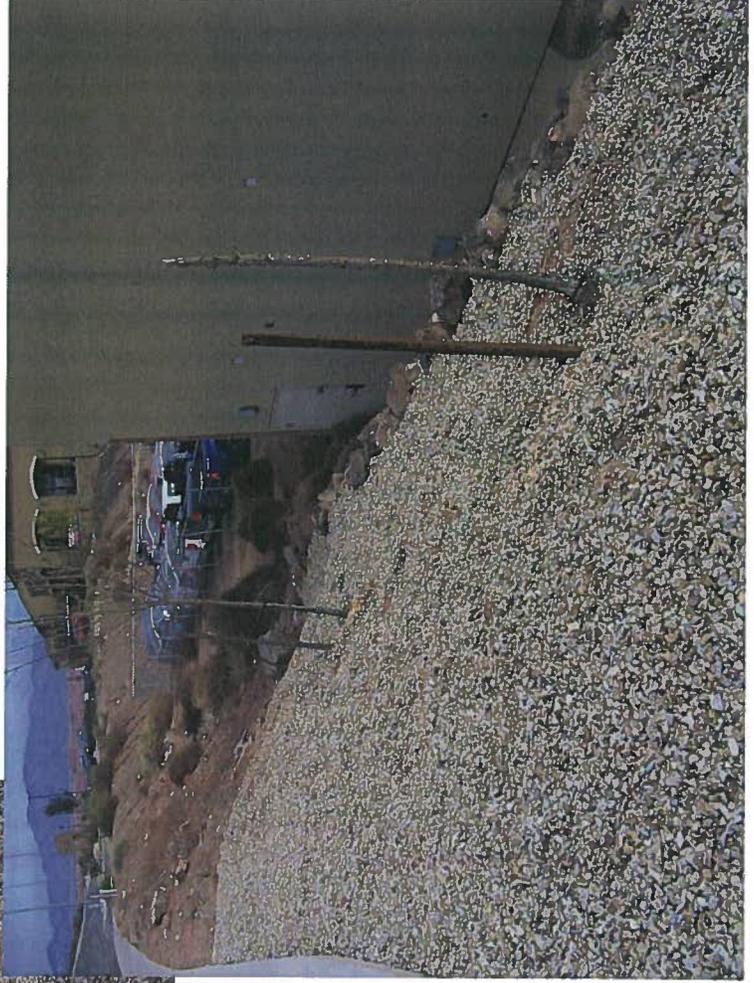
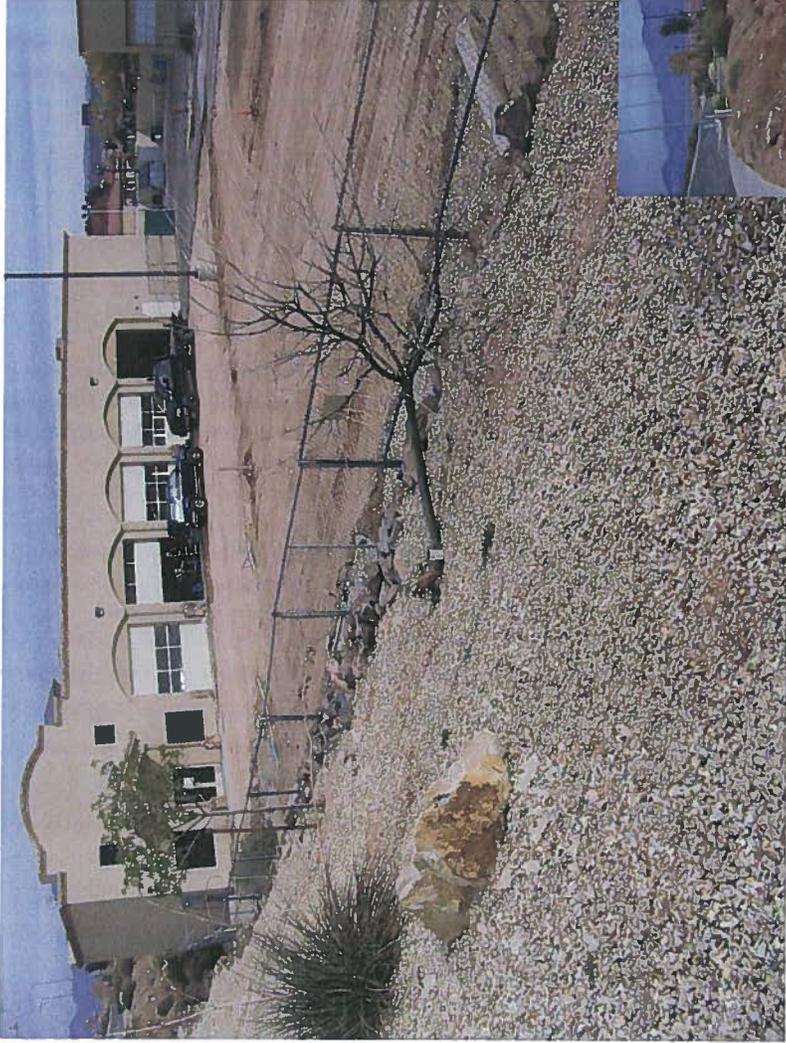
15.00' EASEMENT







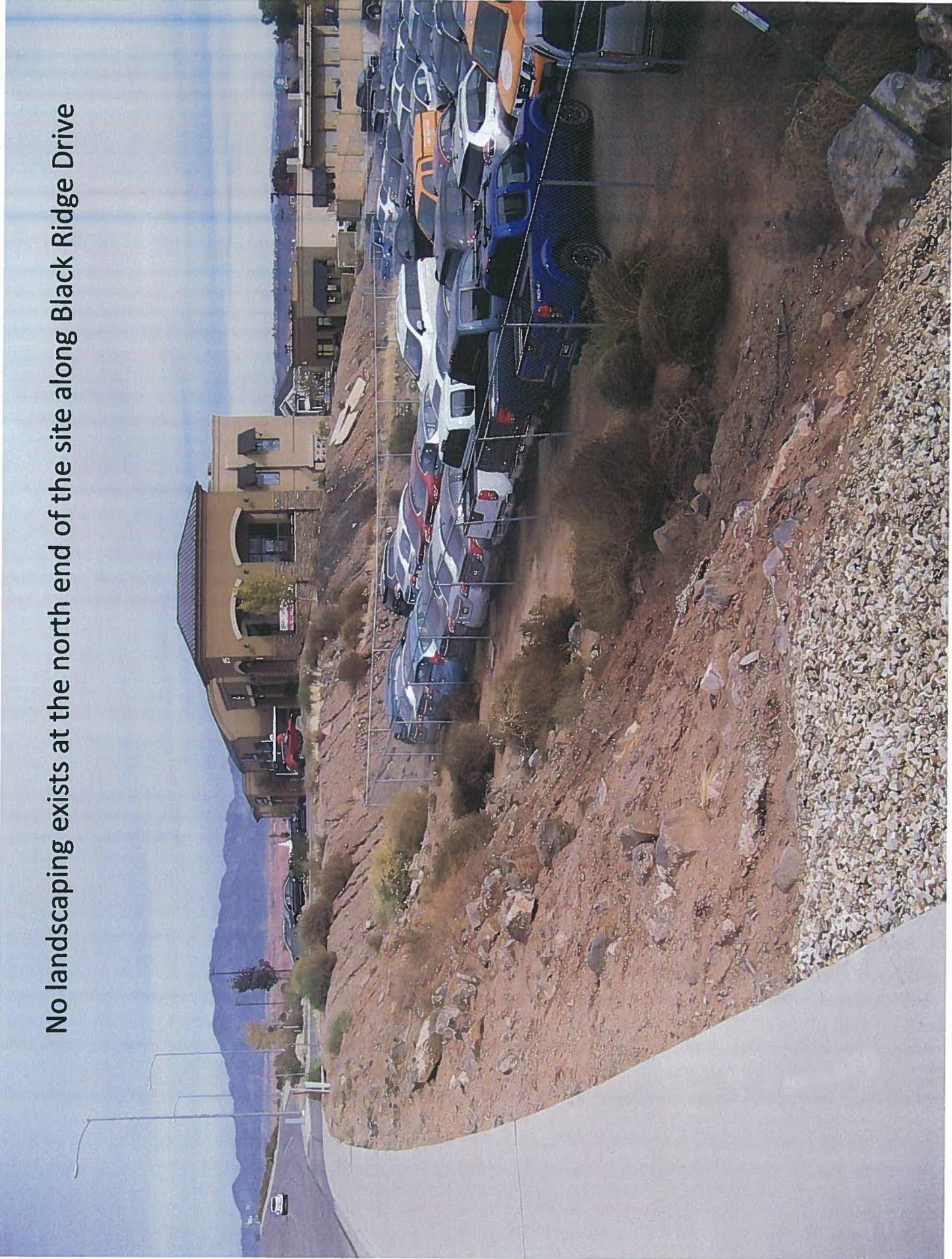


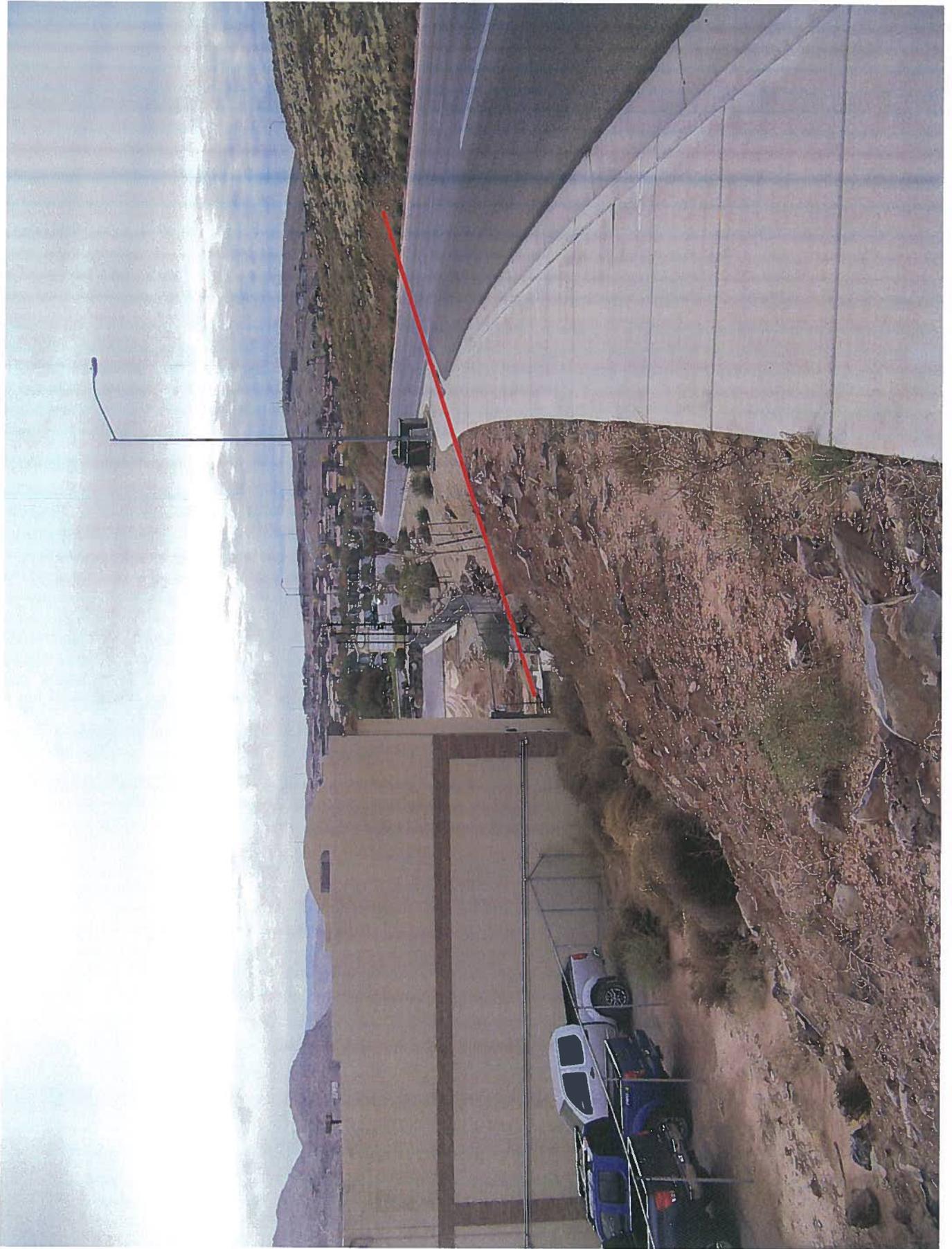


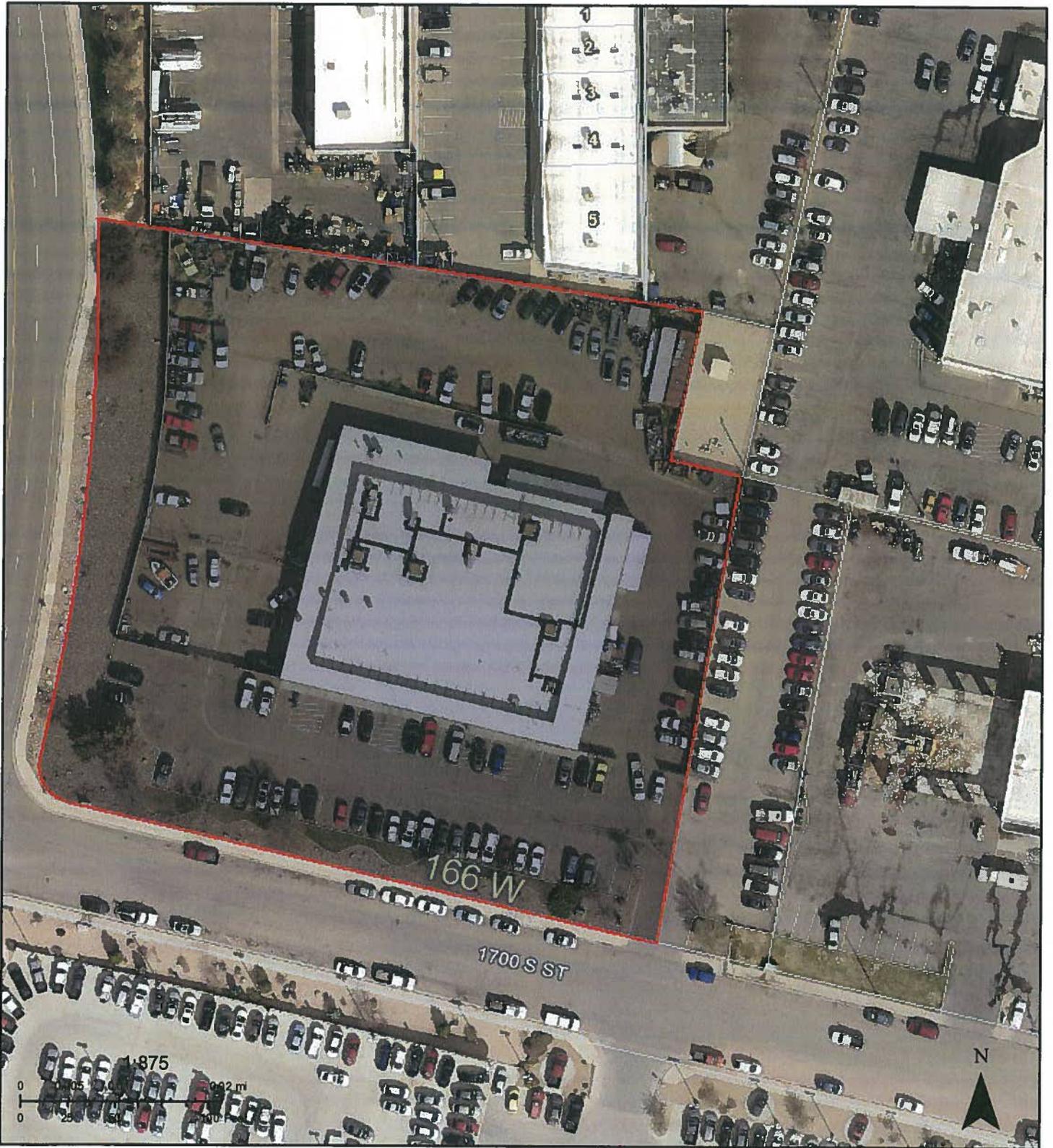
Dead and missing trees along Black Ridge Drive

Approx. 6-8 trees need to be installed in existing L/S area.

No landscaping exists at the north end of the site along Black Ridge Drive





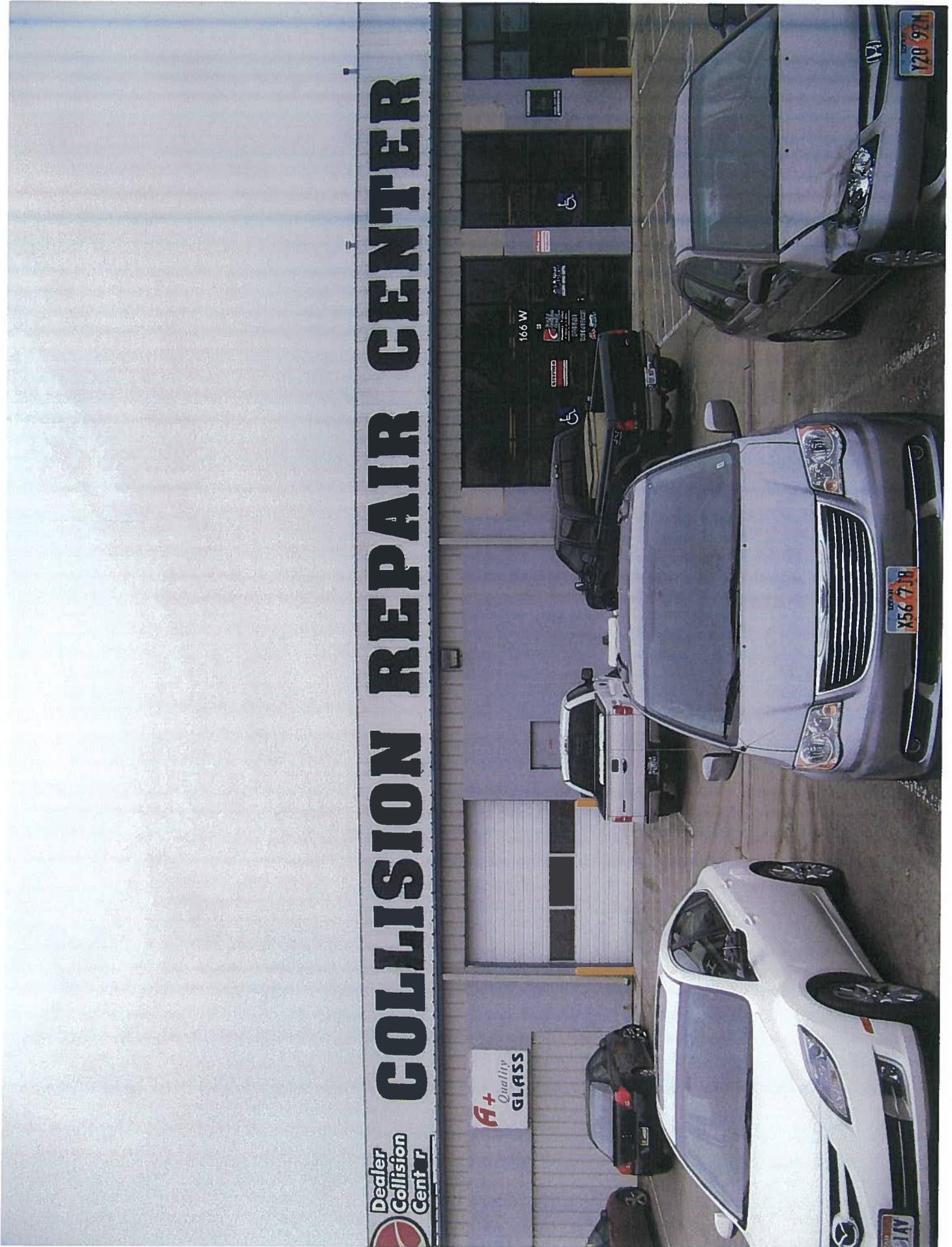


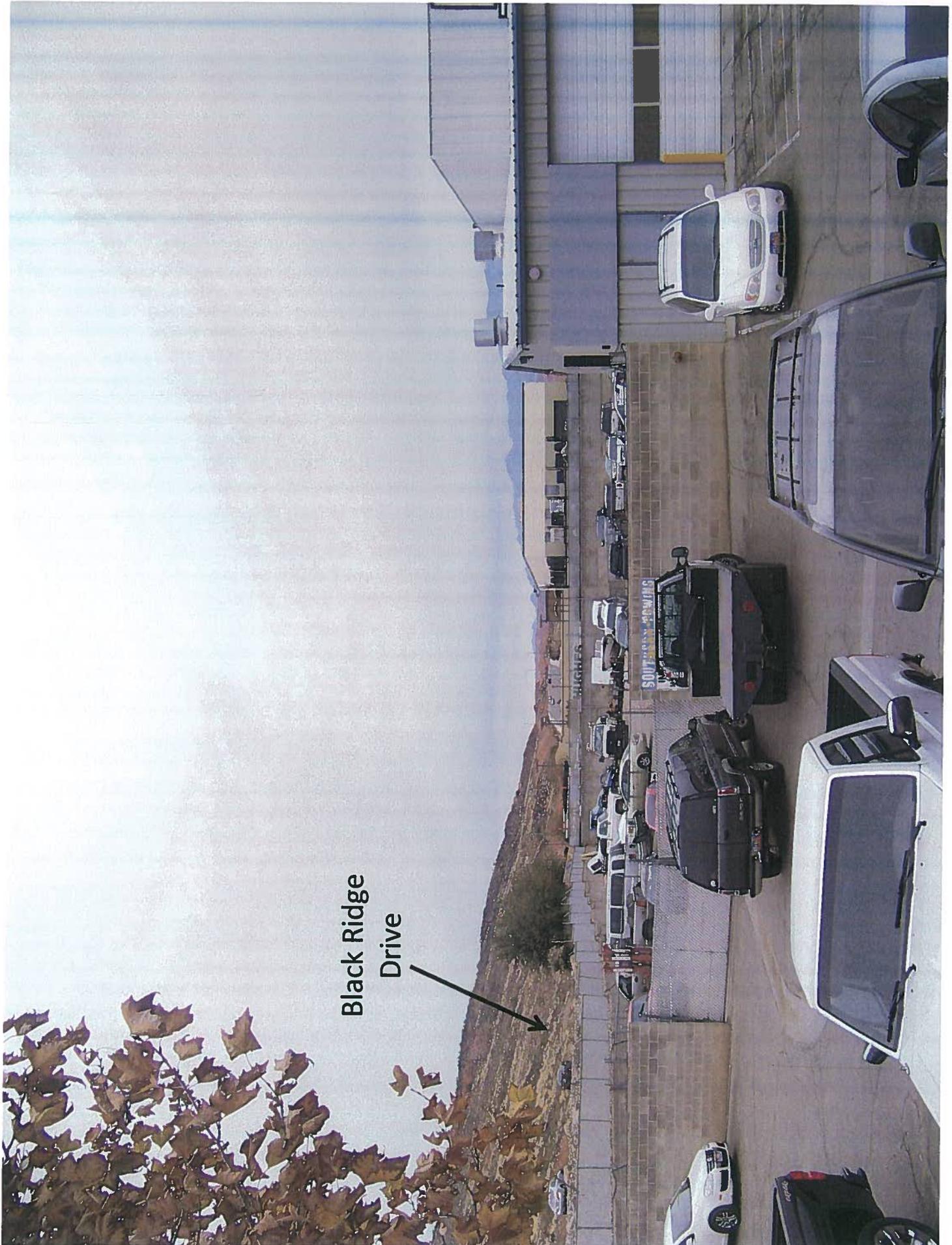
Existing Dealer Collision - 1700 South Street

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

December 12, 2014

EXISTING SITE





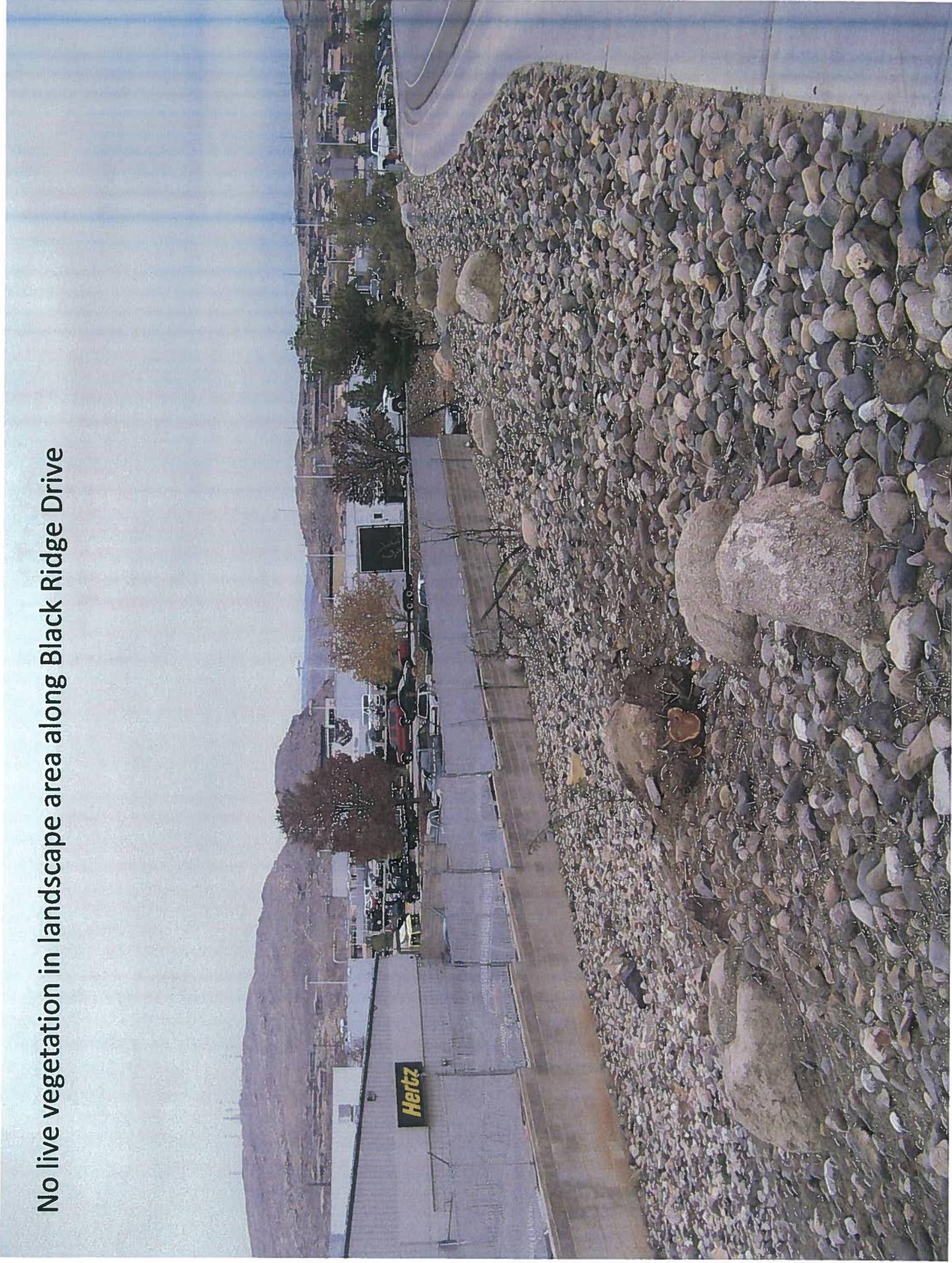
Black Ridge
Drive



SOUTHERN PAVING

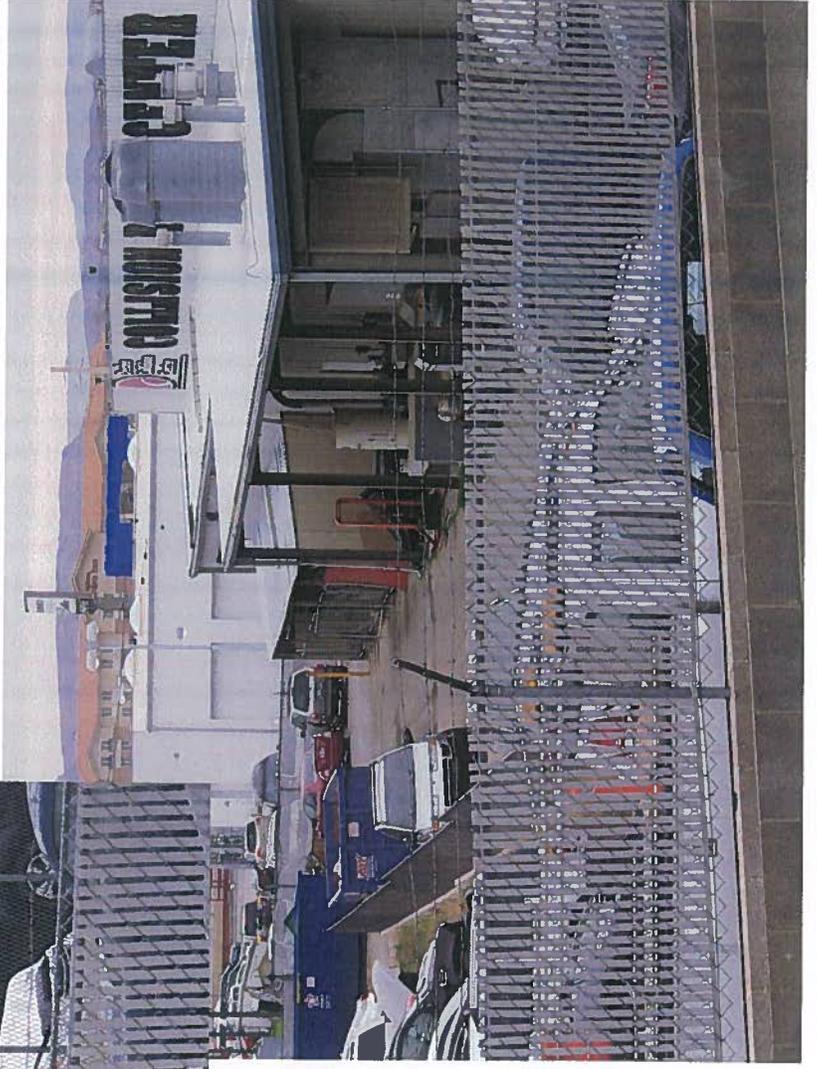
HIGHWAYS

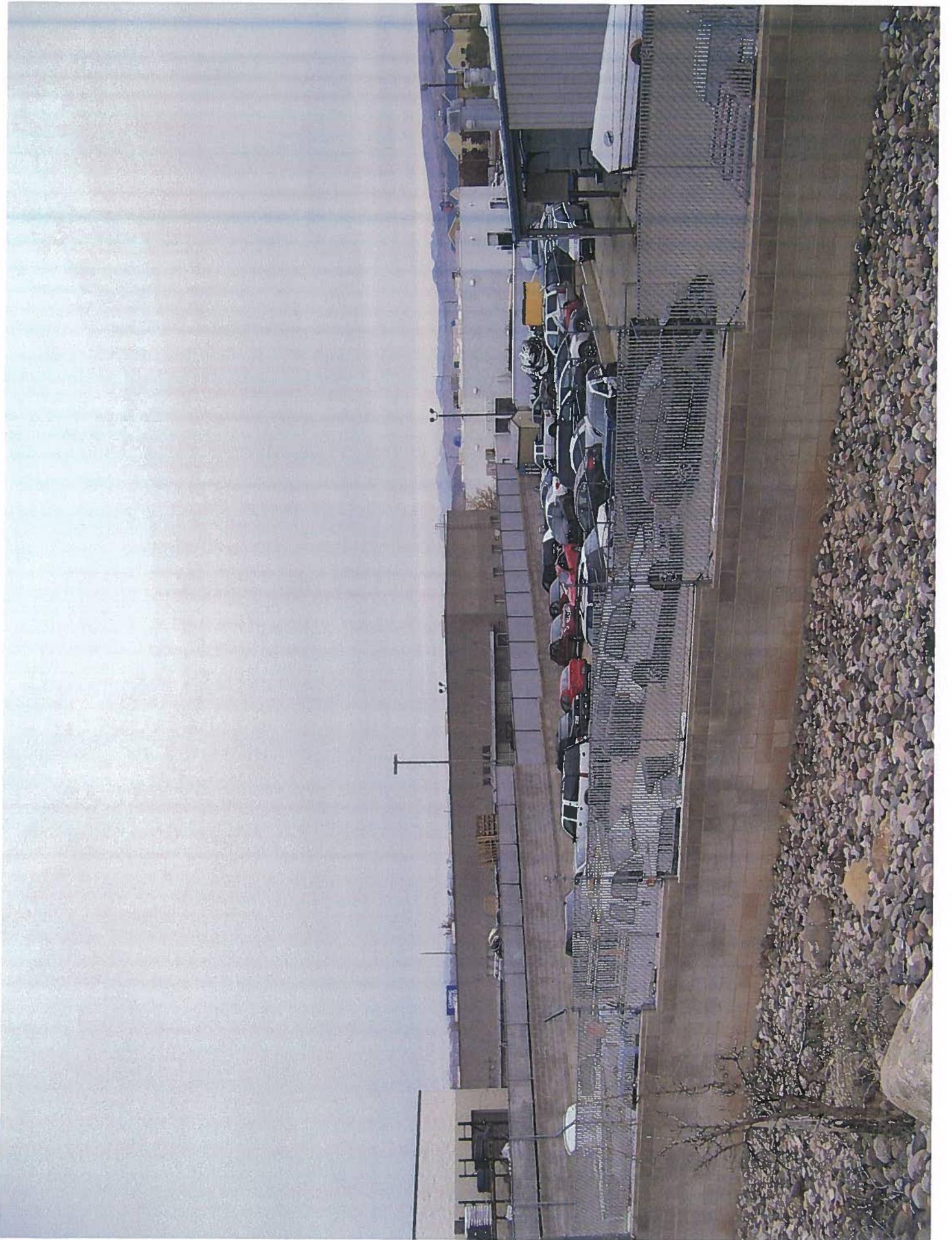
No live vegetation in landscape area along Black Ridge Drive





Vehicle storage yard behind building.





DRAFTAgenda Item Number : **3B****Request For Council Action****Date Submitted** 2014-12-22 11:25:00**Applicant** Dan McCay, Suburban Land Reserve, LLC**Quick Title** Public Hearing, GPA, and Ord from LDR, MDR, and COM to COM**Subject** Public hearing to consider a General Plan Amendment from LDR (Low Density Residential), MDR (Medium Density Residential), and COM (Commercial) to COM (Commercial) on approximately 24.4 acres. The property is generally located between 3000 East Street and Mall Drive. This is to support future commercial and retail development.**Discussion** The applicant has submitted a request to change the General Plan from LDR, MDR, and COM to COM on the south corners of Mall Drive and 3000 East Street. The Mall Drive bridge has induced development in the area and this corner is a prime location for commercial. The original application encompassed approximately 121 acres. However, the Planning Commission requested the applicant revise the portion of the proposal, which contained MDR, HDR, as well as, PO and the applicant agreed. Most of the public comments received was from the adjacent neighborhood in Washington City. The Planning Commission recommended approval on COM and tabled the remaining portions.**Cost** \$0.00**City Manager Recommendation** Recommend approval as this intersection and adjacent property is not really suitable for residential with the volume of traffic to be carried by Mall Drive. Planning Commission recommended approval for this portion of the overall general plan with other changes to come later.**Action Taken****Requested by****File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FOR 24.4 ACRES LOCATED AT APPROXIMATELY SOUTH OF MALL DRIVE AND 3000 EAST STREET

WHEREAS, the applicant / property owner has requested a change to the General Plan Land Use Map for property at approximately Mall Drive and 3000 East on the south side from LDR (Low Density Residential), MDR (Medium Density Residential), and COM (Commercial) to COM (Commercial); and

WHEREAS, the City Council held a public hearing on the requested change to the Land Use Map on January 8, 2015; and

WHEREAS, the Planning Commission held a public hearing on December 9, 2014 and recommends approval of the change as requested, and

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

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

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

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential), MDR (Medium Density Residential), and COM (Commercial) to COM (Commercial) as indicated in Exhibit 'A' attached.

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

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

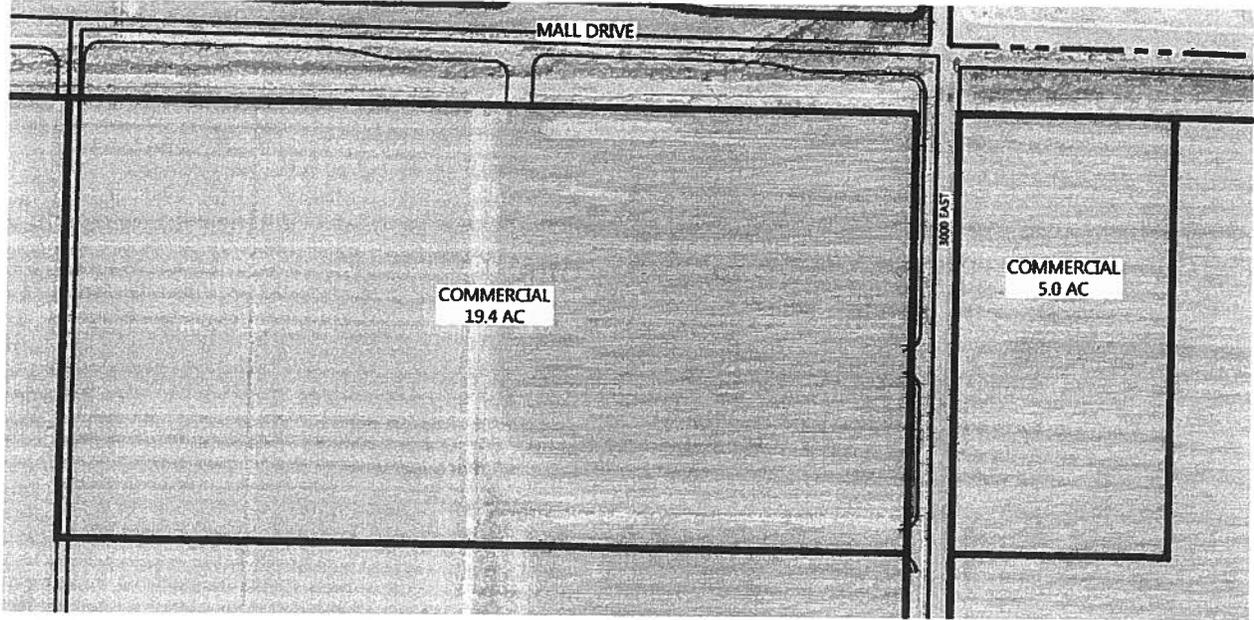
APPROVED AND ADOPTED by the City Council of the City of St. George, this 8th day of January, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit 'A'



General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: 12/09/2014
CITY COUNCIL SET DATE: 12/18/2014
CITY COUNCIL MEETING: 01/08/2015

GENERAL PLAN AMENDMENT: PUBLIC HEARING

Property Reserve, Inc for 24.4 acres
Case No. 2014-GPA-006

Request: Consider a **General Plan Amendment** from LDR (Low Density Residential), MDR (Medium Density Residential), and COM (Commercial) to COM (Commercial) on approximately 24.4 acres. The property is generally located between 3000 East Street and Mall Drive. This is to support future commercial and retail development.

Applicant: Suburban Land Reserve, Inc.

Representative: Dan McCay
Suburban Land Reserve, Inc.

Area: Approx. 24.4 acres

Property: Located on the south side of the corner of Mall Drive and 3000 East Street.

Current Zones: Agricultural (A-20) (Agricultural 20 acre minimum lot size)

Current General Plan: Commercial (COM), Medium Density Residential (MDR), and Low Density Residential (LDR)

Proposed General Plan: Commercial (COM)

Process: The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. The General Plan is a guide for land use decisions and contains various policies to help direct decisions related to land use and development of the city.

Comments:

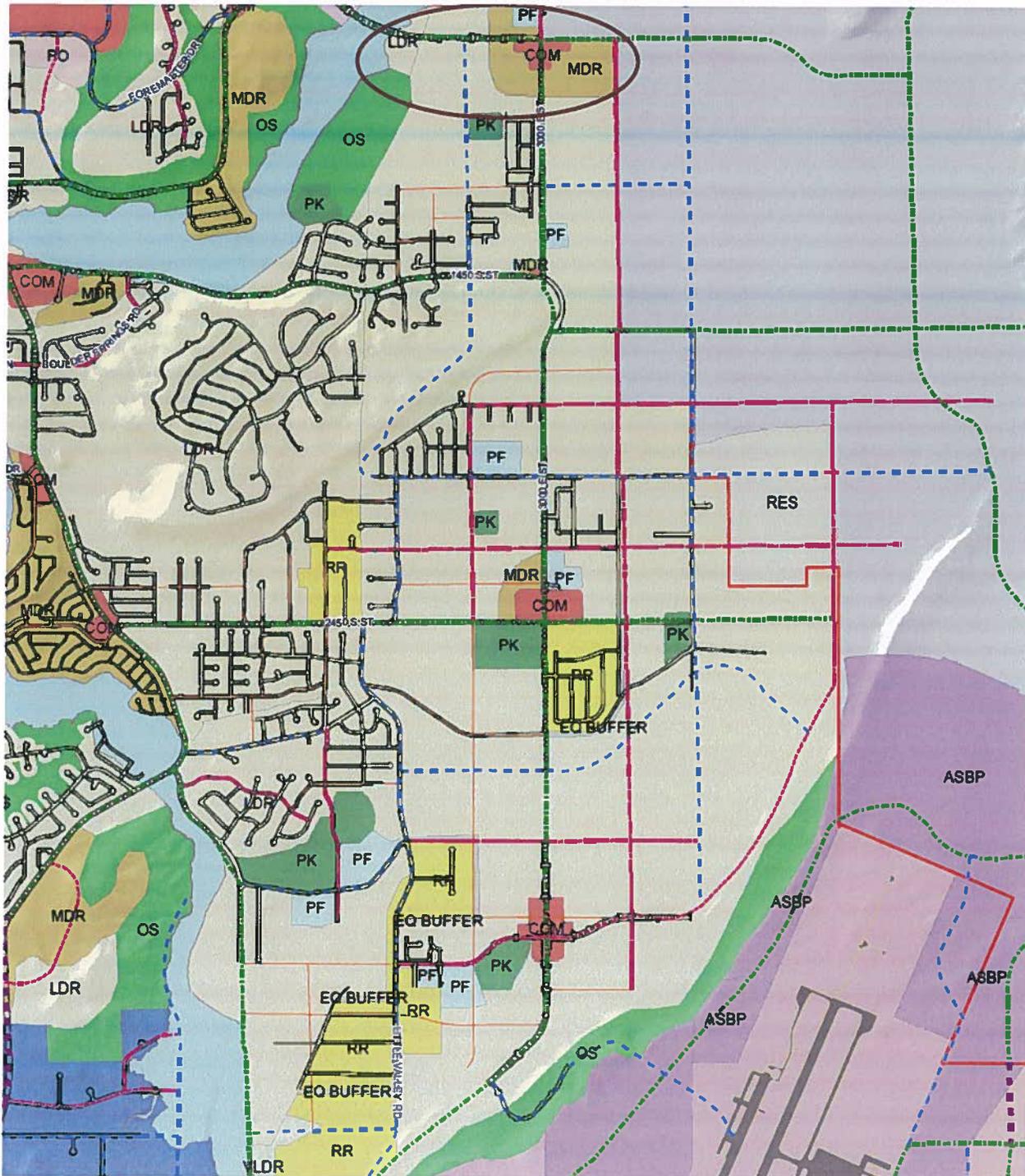
1. The introduction and extension of Mall Drive has induced the desire for commercial uses that are not supported by the current General Plan. The proposed application has approximately 24 acres of highly visible commercial property with frontage planned on two arterial streets (3000 East & Mall Drive).

2. The proposed additional commercial area would be an expansion of the commercial node shown on the General Plan Land Use Map for the area around the Mall Drive and 3000 East intersection. The proposed COM land use designation supports commercial zoning designations.
3. The City General Plan (policy # 6.5.5) supports Neighborhood commercial centers at appropriate locations along arterial streets to reduce the need for cross-town travel. Neighborhood commercial developments should have stores (products & services), which cater to neighborhood related needs. A grocery store can be part of a neighborhood commercial center or regional commercial center. However, the size and type of commercial uses are zoning decisions rather than General Plan issues.
4. Traffic circulation: The extension of Mall Drive across the Virgin River and connecting to 3000 East Street in the Washington Fields area has made the subject property one of the most prime commercial sites in the region. Mall Drive and 3000 East are both mastered planned 4-5 lane arterial streets. Improvements will be built as development of the subject property proceeds.

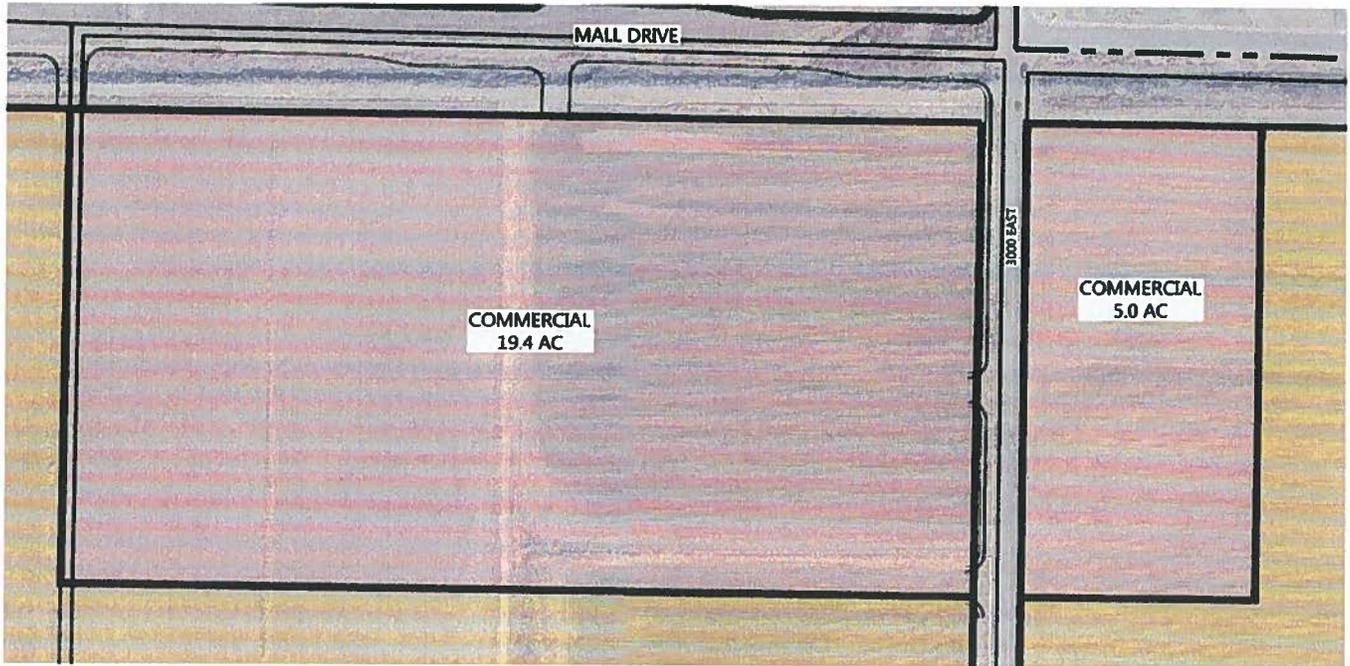
PC:

The applicant's original proposal was for 121 acres and included Medium Density Residential (MDR), High Density Residential (HDR), Professional Office (PO), and Commercial (COM). The Planning Commission had a lengthy discussion regarding the proposal, which also included public comment expressing concerns. Most of the public comments received were from residents from Washington City, who are located adjacent to the property. The discussions and most of the public comments were regarding the HDR and PO proposed on the north of Mall Drive. The Planning Commission suggested the applicant consider revising the proposal and they agreed. However, they felt comfortable with COM on the south. As a result, the Planning Commission acted on the proposed Commercial on the south of Mall Drive and tabled the remaining portions of the application. After careful consideration, the Planning Commission recommended approval (4-0) for 24.4 acres of Commercial (COM).

Current General Plan



Applicants Proposal



**GENERAL PLAN AMENDMENT
APPLICATION & CHECKLIST**



ZONE CHANGE REQUESTS WHICH ARE NOT CONSISTENT WITH THE GENERAL PLAN SHALL SUBMIT THIS APPLICATION TO THE COMMUNITY DEVELOPMENT DEPARTMENT

I. PROPERTY OWNER(S) / APPLICANT & PROPERTY INFORMATION

LEGAL OWNER(S) OF SUBJECT PROPERTY: Property Reserve, Inc.

MAILING ADDRESS: PO BOX 51196 SLC, UT 84151-1196

PHONE: _____ CELL: _____ FAX: _____

APPLICANT: Suburban Land Reserve, Inc.

(If different than owner)

MAILING ADDRESS: 79 S. main st. Suite 500 SLC, UT 84111

PHONE: _____ CELL: _____ FAX: _____

EMAIL ADDRESS(ES): _____

CONTACT PERSON / REPRESENTATIVE: Dan McCay

(i.e. Developer, Civil Engineer, Architect; if different than owner)

MAILING ADDRESS: _____

PHONE: (801) 321-7535 CELL: (801) 500-0400 FAX: _____

EMAIL ADDRESS(ES): dmccay@slreserve.com

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property(s) and the surrounding areas.) Include a 24"x36" (Arch D - paper size) site plan, highlighting the subject property(s) to be changed, suitable for presentation in public meetings. Fronting main Dr. between 3000 East & the Virgin River.

The General Plan Amendment becomes effective on the hearing date if approved by the City Council. General Plan Amendment hearings are held only four (4) times per year (typically the 1st meeting of the month). A meeting will be scheduled for a Planning Commission hearing in one of the following months: January, April, July, & October.

FOR OFFICE STAFF USE ONLY

CASE #: 2014-GPA-004 FILING DATE: 11/21 RECEIVED BY: [Signature] RECEIPT #: _____

*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

II. ADDITIONAL INFORMATION

Provide the following information: (Attach additional sheets if necessary)

1. What is the present zoning on the property? A-20
2. What is the current General Plan designation of the property or area? LDR, MDR, COM
3. What is the proposed General Plan designation for the property or area? HDR, MDR, COM
4. What is the purpose for amending the General Plan? (e.g. describe the proposed project) Increase Commercial area for commercial retail center and medical professional offices. Increase MDR to transition from commercial to surrounding LDR. & proposed HDR along the Virgin River.
5. How will the proposed project affect adjoining properties? North: Single Family Residence. In Washington City. South: Existing field, general plan = LDR. East: 3000 East Street West: Virgin River
6. Total acreage of the proposed General Plan change: 121.6
7. Does the subject area/property contain any slopes above 20%, floodplains, or wetlands? If so, please describe: Portions of the property lie within the 100 yr. flood plain. To the west portions of the property may be considered wetlands.
8. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts? Yes _____ No X
IF YES, submit the Traffic Impact Study with the application for review by Traffic Engineering. IF NO, a Traffic Impact Study (TIS) may be required (if determined necessary at Planning Staff Review) to be submitted with this General Plan amendment application or a later Zone Change application.
8. Will any Master Planned roads be affected by this General Plan Change? NO
9. Are neighborhood meetings needed to consider the proposed amendment to the General Plan? Yes _____ No X If yes, please explain: _____

10. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes X No _____

Please describe the projected demand for utility services: Existing utility infrastructures are in mall Dr. & 3000 East. Connections will be coordinated with construction plans.

III. SUBMISSION CHECKLIST FOR GENERAL PLAN AMENDMENT

(A COMPLETE GENERAL PLAN AMENDMENT APPLICATION MUST BE SUBMITTED A **MINIMUM 6 WEEKS** PRIOR TO A REGULARLY SCHEDULED PLANNING COMMISSION HEARING IN JANUARY, APRIL, JULY, & OCTOBER)

Development/Project Name (if applicable) _____
(Project name **must be** previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner Suburban Land Reserve Phone No. 801-321-7535
Contact Person/Representative Dan McKay Phone No. 801-560-0400
Licensed Surveyor (if applicable) _____ Phone No. _____

GENERAL PLAN AMENDMENT PROCEDURE

Step #1 **Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call* Community Development at 627-4206 to be scheduled for this meeting.**

**Note: Call at least one day in advance to schedule.*

Step #2 **Document Submission Checklist***

**Note: This application will be considered incomplete without the following documents*

- This General Plan Amendment application form completed and signed by all owners;
- Appropriate Filing Fee **Filing Fee:** \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre **and** \$25 per acre 101-500 **and** \$10.00 per acre 501-plus
- County ownership plat with the boundary of the proposed general plan amendment outlined;
- List of property owners within 500' feet and **two sets** of mailing labels;
- Radius Map** of property owners within 500' feet;
- Site Plan showing the area to be changed highlighted – minimum size 24" x 36" (Arch D);
- 8-1/2" x 11" reduction of the site plan;
- An **electronic copy** (CD or E- mail) of the site plan in JPEG, TIFF or PDF format.

Step #3 Planning Commission and City Council Hearings

Planning Commission public hearings are heard on the 2nd and 4th Tuesday of the month at 5:00 p.m. The application, a site plan highlighting the area of the proposed change, and a County ownership Plat must be complete and submitted at least 6 weeks prior to the hearing. Incomplete or inaccurate applications **will not** be accepted or scheduled. City Council sets a public hearing date after a recommendation for approval from the Planning Commission, and then there is a 14-day advertising period prior to the public hearing. City Council usually meets on the 1st and 3rd Thursdays of the month

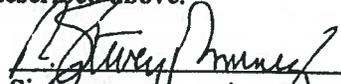
Hearing Dates:

Planning Commission _____
City Council Set Date _____
City Council Hearing Date _____
Council Action _____

Filing Fee: \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus

IV. APPLICANT AGREEMENT

We the undersigned applicant(s) _____
(is)(are) the owner(s) _____
or (agent) of the following property(s) and request the **General Plan Amendment** change as described above.

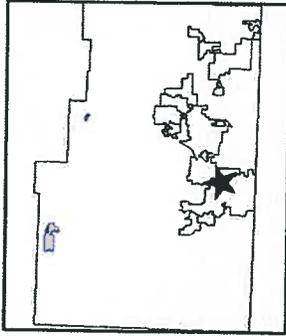
 Signature _____	Address _____
 Signature _____	Address _____
Signature _____	Address _____
Signature _____	Address _____
Signature _____	Address _____
Signature _____	Address _____

Attach additional sheets if necessary for additional owners.

Z:\Communi\GP Amendments\GP Application\General Plan Amendment Application_REV-04-30-2009.doc

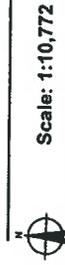


Washington County Recorder



Legend

- Towns
- Municipalities
- Subdivisions
- Streets
 - Major
 - Minor
 - Primary Route
 - Secondary Route
 - Trail
 - Other Roads
- Waterbodies
- Water Courses
- MAJOR; PIPELINE; CANAL
- Other
- PICT 2009



Scale: 1:10,772



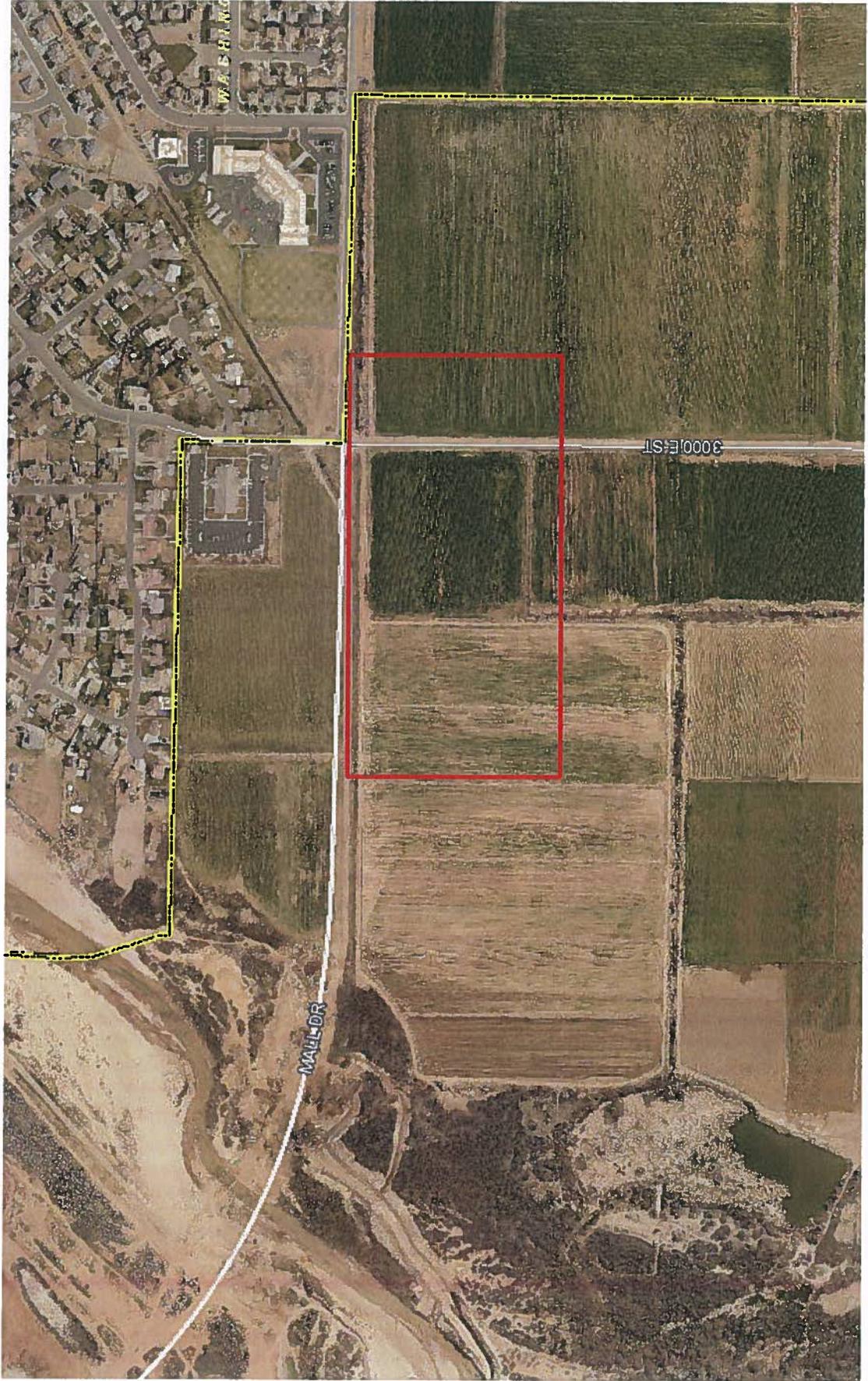
Map center: 1049167, 10004827



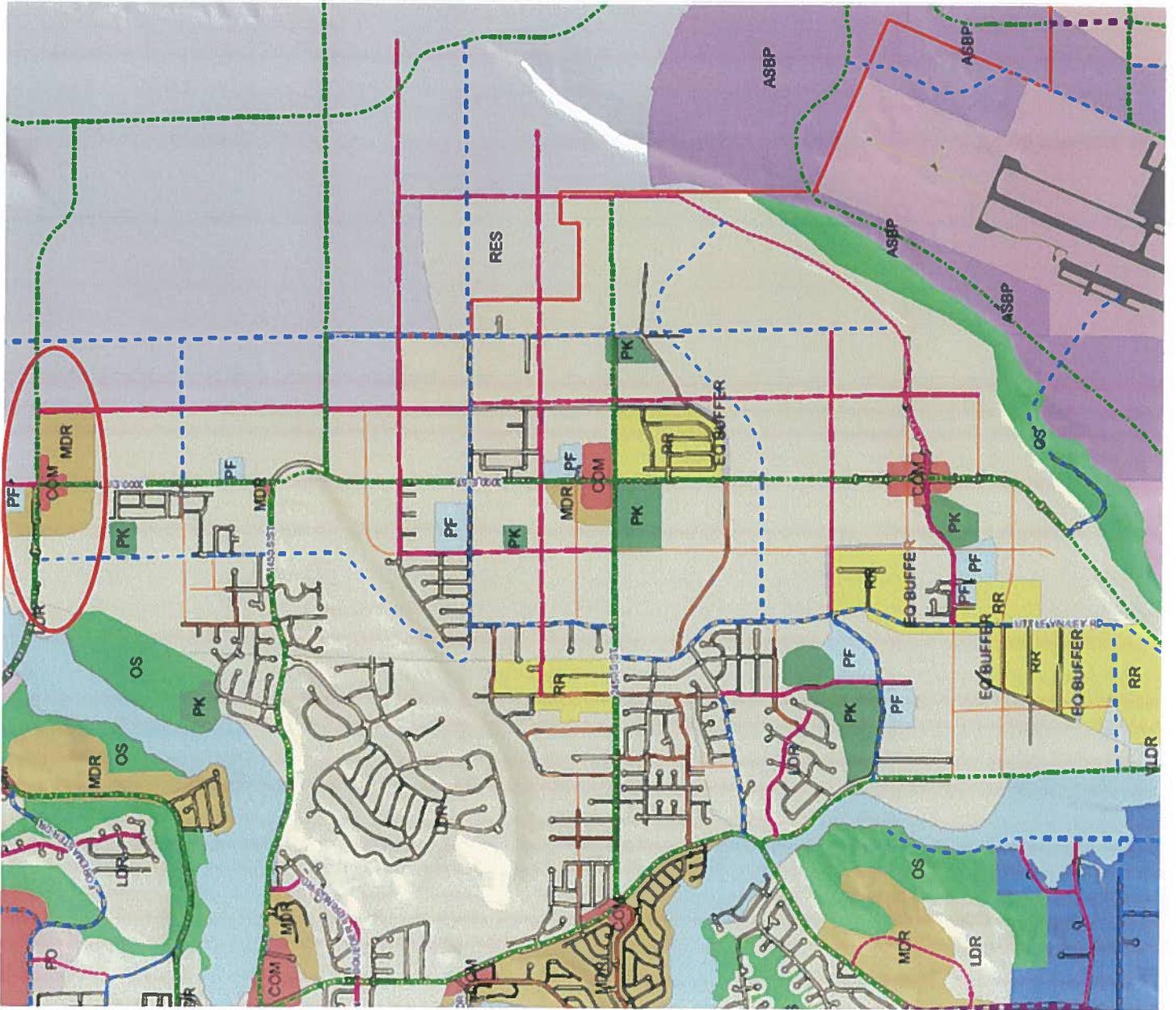
This plat is furnished for information only. No liability is assumed by Assessor's or Recorder's Office as to correctness of such data.

- Washington County Recorder

2014-GPA-006



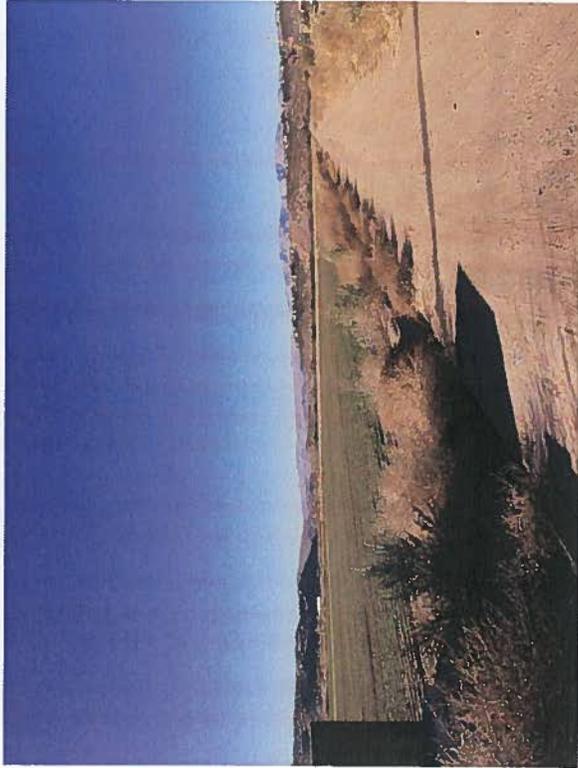
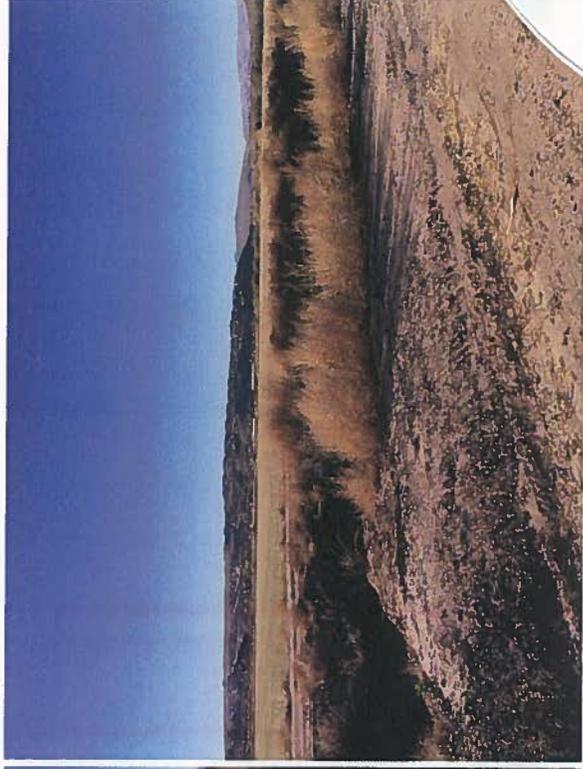
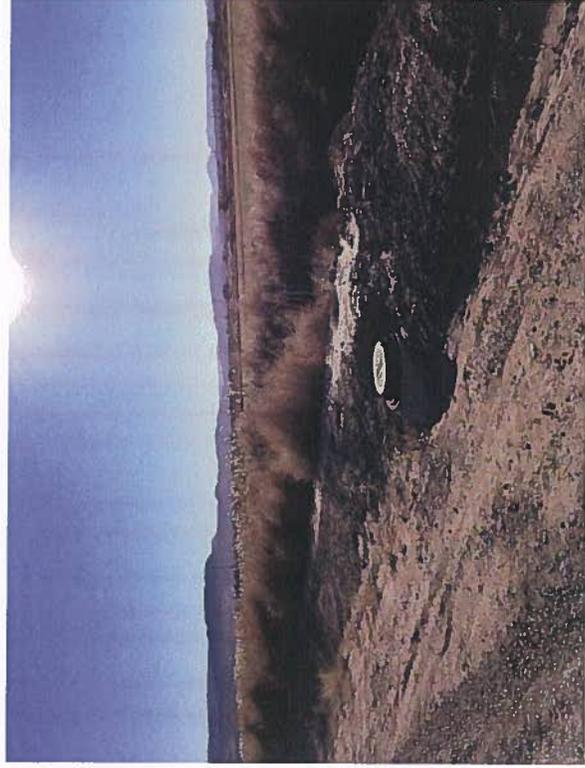


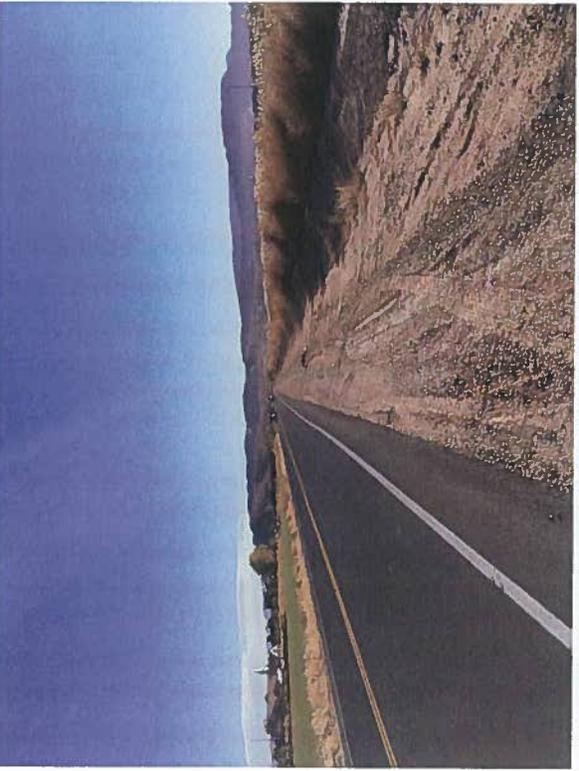
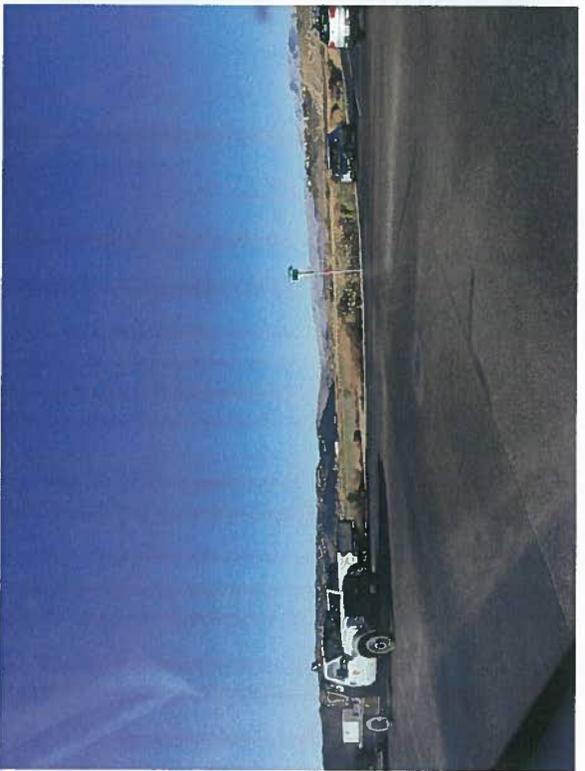
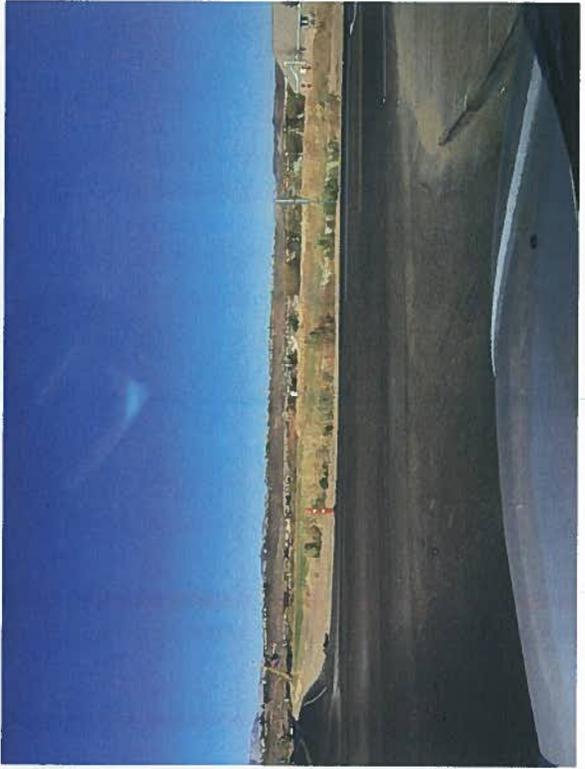


Applicant Proposal



South of Mall Drive





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

Date Submitted 2014-12-17 11:55:23

Applicant Laurie Mangum

Quick Title Resolution - UAMPS Representative

Subject A resolution to name Laurie Mangum, Energy Services Director, as the UAMPS representative and James Van Fleet, Resource Manager, as the alternate.

Discussion This action is requested to recognize Laurie Mangum as the authorized UAMPS representative for the City, with Jame Van Fleet as the alternate. Ms. Mangum has meetings scheduled with UAMPS on January 20, 2015. It would be helpful to have this action taken prior to that so that UAMPS has record of Ms. Mangum being the authorized representative and authorized to conduct business on behalf of the City.

Cost \$0.00

City Manager Recommendation Appointing the new Energy Services Director, Laurie Mangum, as the City representative to UAMPS. Recommend approval.

Action Taken

Requested by

File Attachments [UAMPS Resolution Laurie Mangum.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [UAMPS Resolution Laurie Mangum.pdf](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH,
APPOINTING MEMBER REPRESENTATIVE FOR THE UTAH ASSOCIATED
MUNICIPAL POWER SYSTEMS (UAMPS)**

WHEREAS, the City has approved Laurie Mangum as the new Director of Energy Services; and

WHEREAS, the city desires to have Laurie Mangum be its representative at UAMPS.

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council that James Van Fleet be removed as the UAMPS representative and Laurie Mangum be appointed as the City's representative with James Van Fleet as the alternate representative.

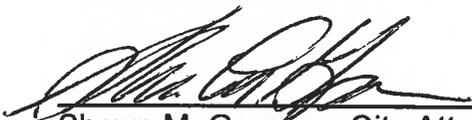
APPROVED AND ADOPTED this _____ day of January, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Approved as to Form:



Shawn M. Guzman, City Attorney

DRAFTAgenda Item Number : **6A****Request For Council Action****Date Submitted** 2014-12-31 14:23:24**Applicant** LaRae Nelson**Quick Title** Hog and Jog 5K**Subject** Consideration of a request to waive the Special Event fee and Ridge Top Complex use fee.**Discussion** The Hog and Jog 5k will be held on Saturday, March 28 from 9:00 am to 11:00 am at the Ridge Top Complex. This 5k Fun Run is being held as a fundraiser in support of the SwitchPoint Community Resource Center as participants will be "Bringing Home the Bacon" for the homeless community.**Cost** \$0.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [Hog and Jog 5k CC.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Hog and Jog 5k CC.pdf](#)

FOR OFFICE USE ONLY

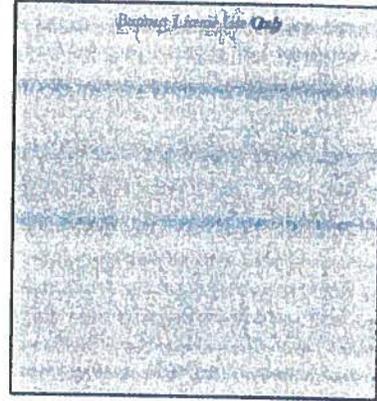
Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



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

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

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



EVENT NAME: HOG and JOG 5K

Applicant's Name: LARAE NELSON

Organization: Canyon Media Broadcasting

Mailing Address: 1019 S. Bluff St. 3rd Floor

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

Day Phone: 435-467-7519 **Cell/other:** 435-467-7519

E-mail: larae@canyonmedia.net

Event Web Address (if applicable): Canyon Media websites, City of St. George, SwitchPoint

Alternate contact name: Tanisha Jensen **Day Phone:** 628-3643

Cell/other: 632-3612 **E-mail:** tk@canyonmedia.net

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

LOCATION

Location Details/Address: RIDGE TOP COMPLEX

Event	Date(s): <u>March 28, 2015</u>	Start time: <u>9:00 am</u>	End time: <u>11:00 am</u>
Set-up	Date(s): <u>March 28, 2015</u>	Start time: <u>6:00 am</u>	End time: <u>9:00 am</u>
Clean-up	Date(s): <u>March 28, 2015</u>	Start time: <u>11:00 am</u>	End time: <u>1:00 pm</u>

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

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

TYPE OF ACTIVITY check all that apply

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

PARTICIPANTS

Number of participants expected: 1,000 **Number of volunteers/event staff:** 50-100

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**

EVENT _____

SPECIAL EVENT PERMIT APPLICATION

VENDORS/FOOD/ALCOHOL *check all that apply*

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

SW Utah Health Dept., (435) 986-2580

Utah DABC, (801) 977-6800
Bus. Licensing, (435) 627-4740

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

- Tents/Pop-up Canopies Amount: 4-5
- Temporary Stage Dimensions: 10x10
- Description of Tents/Canopies/Stage, etc.: tents for vendors

SG Fire Dept. (435) 627- 4150

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
- Propane/Gas on site
- Trash/Recycle bin coordination on site

SG Fire Dept. (435) 627- 4150

SG Fire Dept. (435) 627- 4150

WCSW, (435) 673-2813

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

- Road Use Location: _____
- Sidewalk Use Location: _____
- Parade # of Floats: _____

SG City Public Works Dept.,
(435) 627-4050

Will stay on sidewalks and
follow pedestrian laws

SECURITY/OTHER

- Private Security/Officers Company name: _____
- Animals Quantity: _____
- Drawing or Raffle What kind: _____
- Motion Pictures/Videos Other: _____

You may begin to coordinate in advance with these contacts:

SG City Legal Dept. Diana Hamblin, (435) 627-4606

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).

LaRae Nelson

Print Applicant's Name

LaRae Nelson

Applicant's Signature

12/2/14

Date

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

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 3 of 5

EVENT DESCRIPTION

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

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

The Hog and Jog 5K.... Bringing home the bacon for the homeless. It is a 5K Fun Run that features bacon. This is a fundraiser for SwitchPoint Community Resource Center. The event will be held at the Ridge Top Complex, aka old airport.

Participants will receive cups of bacon strips at the start and finish. We would have one aid station at halfway point with bacon shots (Bacon bits). There would be a couple of selfie stations on course for participants to stop at and take selfies for social media. There will also be music along the route from speakers and station vehicles. Water will be provided at aid station and start/finish line. We would also like to encourage donations of food for SwitchPoint and let people register to win a years supply of bacon. The plan is to have most of the bacon cooked ahead of time by local restaurants. We would set up a place to cook

DRAFT

Agenda Item Number : **6B**

Request For Council Action

Date Submitted 2014-12-22 09:10:29

Applicant

Quick Title U.S. Marshals MOU

Subject Approval of this Memorandum of Understanding between the U.S. Marshal's Office and the City of St. George.

Discussion VFAST is a multiagency fugitive task which is dedicated to the safe and efficient apprehension of fugitives. To be part of this task force officers have to be deputized by the U.S. Marshals Service.

Cost \$0.00

City Manager Recommendation Recommend approval.

Action Taken

Requested by Kyle Whitehead

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Gary Esplin

From: Kyle Whitehead
Sent: Monday, January 05, 2015 12:23 PM
To: Gary Esplin
Cc: Marlon Stratton
Subject: VFAST Agreement

Mr. Esplin,

VFAST (Violent Fugitive Apprehension Strike Team) is a multiagency fugitive task force which is dedicated specifically to the safe and efficient apprehension of fugitives. Fugitives sought under this program are dangerous federal, state, and local fugitives. The objectives of this team is to identify, locate, and safely arrest those individuals who are being sought on outstanding felony warrants, and who's underlying offenses or criminal history meet certain criteria. This Task Force will also provide assistance in apprehending violent fugitives who flee to Utah in an attempt of avoiding capture. Similar Task Forces offer this assistance in other states and have been assisted St. George Police Department in locating and arresting fugitives from our jurisdiction. To be part of this Task Force, officers have to be deputized by the U.S. Marshals Service.

This agreement allows the City to seek reimbursement for time worked by officers as part of this Task Force.

Please let me know if this is okay or if revisions are needed.

Captain Kyle Whitehead

St. George Police Department

Washington County Drug Task Force

265 North 200 East

St. George, UT 84770

(435)627-4315 (Desk)

(435)627-4375 (Fax)

kyle.whitehead@sgcity.org

DRAFTAgenda Item Number : **6C**

Request For Council Action

Date Submitted 2014-12-12 09:28:09**Applicant** Richard Farnsworth / Police**Quick Title** Interlocal Agreement for Bomb Squad**Subject** Consider approval of Interlocal agreement for bomb squad.

Discussion This Agreement is a collaborative effort between the agencies to assist in the identification, investigation, and the rendering safe of suspected explosive devices found within the jurisdictions of the parties. Each of the parties agree to make available to each other the specialized manpower (Bomb Technicians) as needed for these situations as provided in this Agreement.

Cost \$0.00

City Manager Recommendation Recommend approval.

Action Taken**Requested by** Richard Farnsworth /

File Attachments [Explosive Devices Response Interlocal Washington County.PD.v1.dh.doc](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments The agreement had been approved by city legal and is attached.

Attachments [Explosive Devices Response Interlocal Washington County.PD.v1.dh.doc](#)

**INTERLOCAL COOPERATION AGREEMENT FOR JOINT AND COOPERATIVE
ACTION FOR EXPLOSIVE DEVICES RESPONSE**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between ST. GEORGE CITY, a municipal corporation of the State of Utah (hereinafter referred to as "CITY"), and WASHINGTON COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, each of the parties operates a law enforcement agency (hereinafter "agency" or "agencies") with trained personnel who are trained to identify, investigate, and render safe suspected explosive devices; and

WHEREAS, each of the parties have contributed personnel and equipment to this endeavor over the past 11 years; and

WHEREAS, the agencies wish to continue to provide their mutual assistance in situations which require explosives related resources and training over and above those that can be provided by the agency in whose jurisdiction the incident or emergency occurs; and

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, in order to permit local government units to make the most efficient use of their powers and to provide the benefit of economy of scale, authorizes counties and municipalities to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis any powers, privileges and authority exercised or capable of exercise by such public agencies, and authorizes such public agencies, pursuant to such agreements, to undertake to provide the services contemplated by those agreements; and

WHEREAS, the agencies intend by this INTERLOCAL COOPERATION AGREEMENT to commit to assist each other by sending law enforcement resources to a requesting agency when they are able, at the discretion of the agency of whom the request is made; and

WHEREAS, nothing in this document is intended to replace, amend, or terminate any existing interlocal agreement between any of the agencies relating to initial action or first response, or other law enforcement related services.

NOW THEREFORE, based upon the mutual desires of the parties, the parties agree as follows:

UNDERSTANDING:

1. PURPOSE OF Agreement.

This Agreement is a collaborative effort between the agencies to assist in the identification, investigation, and the rendering safe of suspected explosive devices found within the jurisdictions of the parties. Each of the parties agree to make available to each other the specialized manpower (Bomb Technicians) as needed for these situations as provided in this Agreement.

2. DURATION OF Agreement.

The initial term of this Agreement shall be for five years, commencing on the date the parties execute this Agreement as provided below. At the end of the initial term, the Agreement shall automatically renew for additional periods of one year each for up to five subsequent years, unless the parties otherwise terminate the Agreement in writing before the end of that term.

3. REPRESENTATIONS OF BOTH AGENCIES.

A. REPRESENTATIONS AND INTENT OF BOTH AGENCIES. Both parties represent and intend the following:

(a) Each agency will be responsible for the investigating, reporting, and maintaining reports of the incidents occurring within their respective jurisdictions.

(b) Each agency will maintain command of incidents occurring within its jurisdiction, EXCEPT that all matters pertaining to the rendering safe of a suspected explosive device will be handled by the bomb technicians, NOT the commander at the scene. For the period of this Agreement a bomb technician from the COUNTY, or its designee, will be placed in charge of the rendering safe procedure.

(c) The bomb technician in charge will determine the procedures necessary to render safe a suspected explosive device. The bomb technician will then notify the safety officer and the incident commander of what the render safe procedure will be. The bomb technician will report all qualifying incidents to the Federal Bureau of Investigation's Bomb Data Center. All evidence will be maintained by the agency with jurisdiction over the incident whenever safe storage of the evidence is possible.

(d) Notwithstanding any other provision of this Agreement, no agency shall be required to respond to a request for assistance from the other agency when the senior officer of the agency receiving the request determines that the absence of the available resources will jeopardize the ability of the responding agency to provide adequate services within its own jurisdiction.

(e) The incident command system followed at the scene of any incident under the Agreement shall be the Incident Command System as taught through the Utah Peace Officers Standards and Training (POST) program.

B. REPRESENTATIONS AND INTENT OF CITY. The CITY represents and intends the following: The CITY agrees to respond to a request for assistance from the COUNTY by sending such resources that are reasonably available to the CITY as determined by the CITY. Except when otherwise requested, or except when the circumstances otherwise clearly indicate, the CITY shall respond with at least two bomb technicians along with the equipment needed to render safe the suspected explosive devices. The equipment may include, but is not limited to; disrupters, X-ray equipment, bomb suits, demolition supplies, and other resources as needed and available.

C. REPRESENTATION AND INTENT OF COUNTY. The COUNTY represents and intends the following: The COUNTY agrees to respond to a request for assistance from the CITY by sending such resources that are reasonably available to COUNTY as determined by COUNTY. Except when otherwise requested, or except when the circumstances otherwise clearly indicate,

COUNTY shall send bomb technicians along with the equipment needed to render safe the devices. The equipment may include, but is not limited to; disrupters, X-ray equipment, bomb suits, demolition supplies, and other resources as needed and available.

4. REIMBURSEMENT, FINANCE AND BUDGET PROCEDURES.

Each of the parties agrees to pay the salary and benefits of its own personnel who respond to the request for assistance from the other agency.

5. NO SEPARATE ENTITY CREATED.

No separate entity is created under this Agreement.

6. NO PROPERTY ACQUIRED.

There shall be no real or personal property acquired jointly by the parties as a result of this Agreement. Each party's agency will retain possession of its property utilized in carrying out this Agreement.

7. ADMINISTRATION OF AGREEMENT.

This Agreement shall be jointly administered by the City of St. George Police Chief or his designee and the Washington County Sheriff or his designee.

8. WITHDRAWAL OF PARTIES.

Any party may withdraw from this Agreement by providing the other party thirty (30) days prior written notice of its intent to withdraw.

9. NO WAIVER OF IMMUNITY.

Nothing herein may be construed to waive any of the privileges and immunities associated with governmental entities, or of any other privilege or immunity available to the parties to this Agreement.

10. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended to nor shall it benefit any party or person except a party named as an agency specifically herein, or an agency which later becomes a signatory hereto as provided herein.

11. APPLICABLE LAW.

A. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

B. This Agreement does not supersede, nor does it relieve any party to this Agreement of any obligation or responsibility imposed upon it by law.

12. ADDITIONAL AGENCIES.

Any agency which becomes a party to this Agreement is entitled to all rights and privileges and is subject to the obligations of any party as set out herein.

13. NO EFFECT ON OTHER INITIAL ACTION AGREEMENTS.

This Agreement shall not supersede those existing agreements of any individual agency which provide for initial action or assistance by an agency's law enforcement department within the jurisdictional boundaries of another on a regular or routine basis.

14. INDEMNIFICATION.

The requesting party agrees to indemnify, defend, and hold harmless the responding party from and against any claims, lawsuits, liability, damages, loss, costs or expenses, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to real or personal property

caused by or arising out of the acts of the responding agency's personnel when responding to a request for aid under this Agreement.

15. EFFECTIVE DATE.

This Agreement is executed and shall become effective upon the adoption of a resolution of approval by the governing bodies of the parties to this Agreement and the filing of the Agreement with the keeper of the records of each party.

DATED this _____ day of _____, 2014.

CITY OF ST. GEORGE

Attest:

St. George City Mayor
Jonathan T. Pike

City Recorder
Christina Fernandez

Approved as to Form:

Shawn M. Guzman
City Attorney

DATED this _____ day of _____, 2014.

WASHINGTON COUNTY

Attest:

James Eardley
Washington County Commission Chair

County Clerk

Approved as to From:

Washington County Attorney

AATF: 9/25/2014 jb

DRAFTAgenda Item Number : **6D****Request For Council Action**

Date Submitted 2014-12-16 13:00:04

Applicant Edward L. Bowler, E & F Investments, et al.

Quick Title Bowler Donation Agreement and Deed

Subject Donation of a strip of land adjacent to the Fields of Little Valley Softball Park and Meadow Valley Estates Phases 1 & 2.

Discussion Requested approval of Donation of approximately 0.25 acres by Applicants to the City for a small strip of land adjacent to the softball fields in Little Valley. If approved, transfer of the land will be accomplished by execution of a Donation Agreement, and acceptance of a Warranty Deed.

Cost \$0.00

City Manager Recommendation Recommend approval.

Action Taken

Requested by Victoria Hales

File Attachments [DOC058.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments Requested approval of a Donation Agreement and acceptance of a Warranty Deed.

Attachments [DOC058.pdf](#)

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

Tax ID: SG-5-3-9-2102

WARRANTY DEED

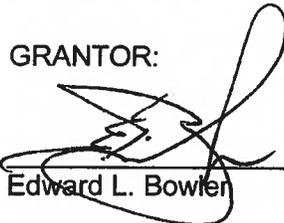
That **Edward L. Bowler, E & F Investments, a Utah Limited Partnership, Kevin Ence, Stan Blake, and Ducky and Duckie LTD. A Utah Limited Partnership**, Grantor herein, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by the City of St. George, a Utah municipal corporation, Grantee herein, receipt of which is hereby acknowledged, does hereby grant, release, convey and warrant to Grantee, its successors and assigns forever, free and clear of all encumbrances, all its rights, title and interest in and to the following described properties located in the County of Washington, State of Utah:

See Exhibit B attached hereto:

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with the transportation of traffic, drainage, utilities and other public purposes.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Dedication this 8 day of December, 2014.

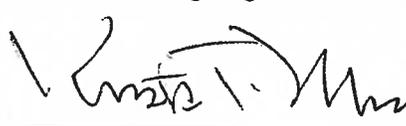
GRANTOR: Edward L. Bowler



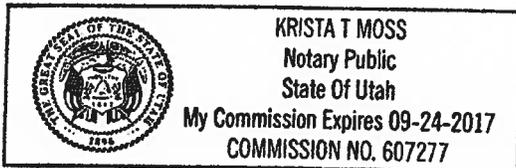
Edward L. Bowler

STATE OF UTAH)
 ss.
County of Washington)

On the 8 day of December 2014, personally appeared before me, Edward L. Bowler, who being by me duly sworn did say that he executed the foregoing document for the purposes stated therein.



Notary Public



GRANTOR: Kevin Ence

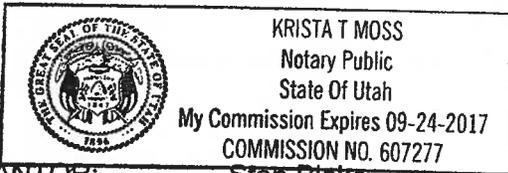
Kevin Ence

Kevin Ence

STATE OF UTAH)
ss.

County of Washington)

On the 8 day of ~~December~~ December 2014, personally appeared before me, Kevin Ence, who being by me duly sworn did say that he executed the foregoing document for the purposes stated therein.



Krista T Moss
Notary Public

GRANTOR: Stan Blake

Stan Blake

Stan Blake

STATE OF UTAH)
ss.

County of Washington)

On the 8 day of December 2014, personally appeared before me, Stan Blake, who being by me duly sworn did say that he executed the foregoing document for the purposes stated therein.



Krista T Moss
Notary Public

GRANTOR: E & F, Investments

[Handwritten Signature]

E & F Investments

STATE OF UTAH)
ss.
County of Washington)

On the 20 day of December 2014, personally appeared before me, Jay Ence, who being by me duly sworn did say that he is a General Partner of E & F Investments, A Utah Limited Partnership, and that he/she executed the foregoing document on behalf of said Limited Partnership, by authority of a resolution of its board of directors and he/she did acknowledge to me that said Limited Partnership executed the same for the purposes stated therein.



[Handwritten Signature]
Notary Public

GRANTOR: Ducky & Duckie LTD.

[Handwritten Signature]
H. Alan Carter
Ducky & Duckie LTD.

STATE OF UTAH)
ss.
County of Washington)

On the 3 day of December 2014, personally appeared before me, H. Alan Carter, who being by me duly sworn did say that he is the General Partner of Ducky & Dukie LTD. A Utah Limited Partnership, and that he executed the foregoing document on behalf of said Limited Partnership and that said Limited Liability Company executed the same for the purposes stated therein.



[Handwritten Signature]
Notary Public

ACCEPTANCE OF DEDICATION

The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

Victoria H. Hales, Assistant City Attorney



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

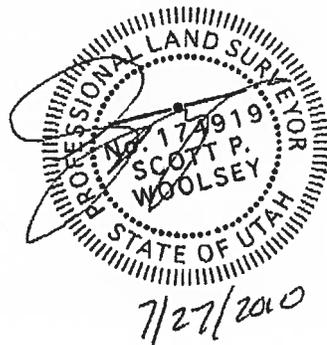
alphaengineering.com

EXHIBIT "B"

**EDWARD BOWLER, E&F INV., KEVIN ENCE, STAN BLAKE,
AND DUCKY AND DUCKIE LTD.
TO CITY OF ST. GEORGE, REMAINDER PARCEL
(July 27, 2010)**

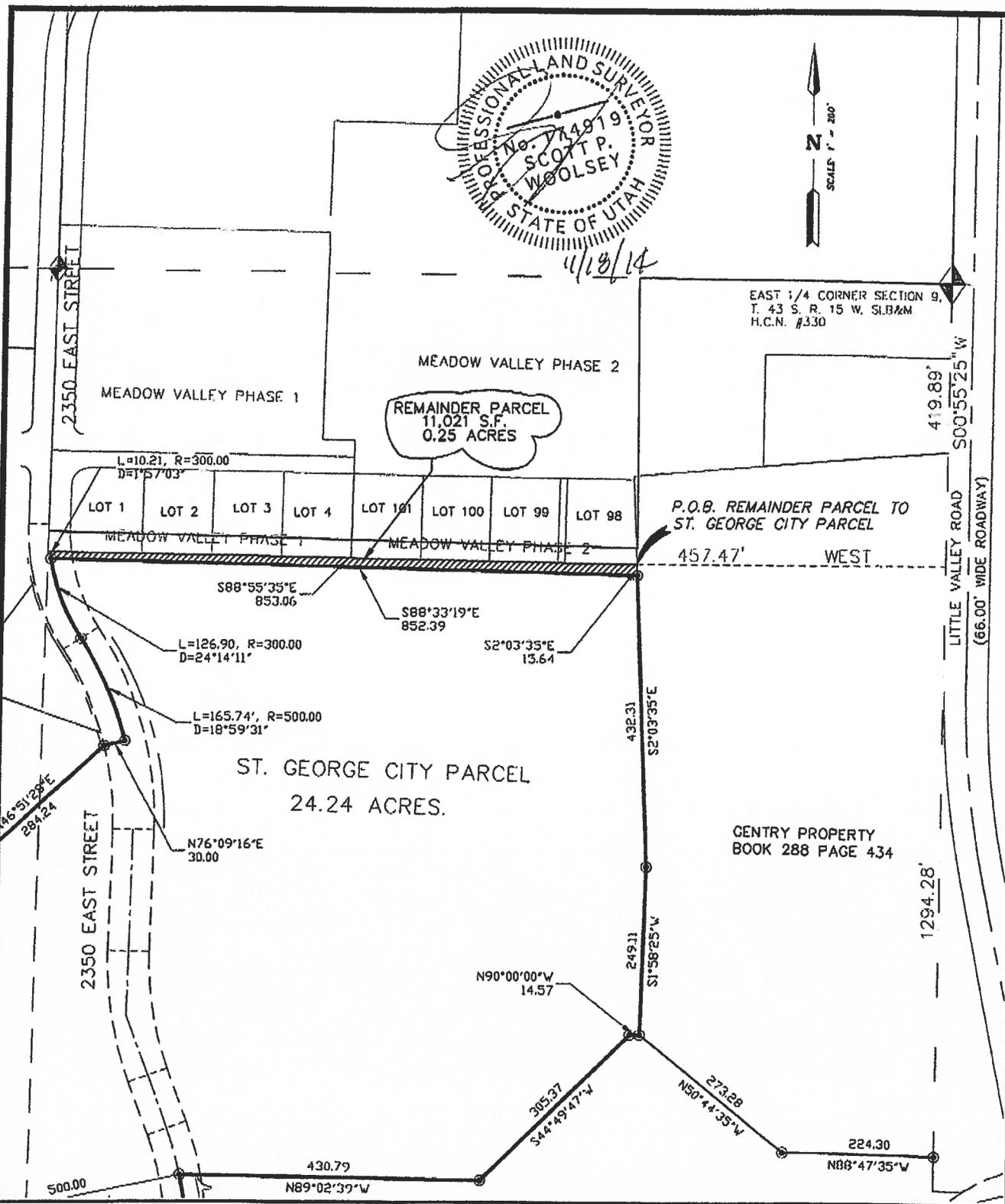
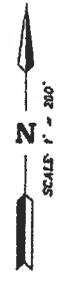
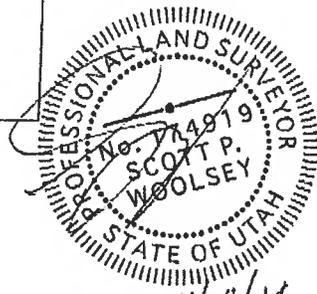
Commencing at the East $\frac{1}{4}$ Corner of Section 9, Township 43 South, Range 15 West, Salt Lake Base and Meridian; Thence South $00^{\circ}55'25''$ West, along the Section line, a distance of 419.89 feet; Thence West, a distance of 457.47 feet to the Point of Beginning, said point being the Southeast Corner of Meadow Valley Estates Phase 2, according to the Official Plat thereof filed under Instrument # 901603, Official Washington County Records, said point also being on the Westerly line of that parcel shown by Book 288, Page 434, Official Washington County Records; Thence South $02^{\circ}03'35''$ East, along said line, a distance of 15.64 feet; Thence North $88^{\circ}33'19''$ West, a distance of 852.39 feet, to a point on a 300.00 foot radius curve to the right, the radius point of which bears North $81^{\circ}24'16''$ East, thence northerly along the arc of said curve, a distance of 10.21 feet through a central angle of $01^{\circ}57'03''$, to the Southwest Corner of Meadow Valley Estates Phase 1, according to the Official Plat thereof filed under Instrument #872973, Official Washington County Records; Thence South $88^{\circ}55'35''$ East, along the South boundary line of Meadow Valley Estates Phase 1 and 2, a distance of 853.06 feet, to the Point of Beginning.

Containing: 11,021 square feet or 0.25 acres, more or less.



NO.

P:\011-107\Drawings\Survey Drawings\011-71-SVV-revised.dwg, REMAINDER PARCEL, 11/18/2014 10:00:30 AM, scottsey



ENCE, BLAKE, BOWLER, DUCKY & DUCKY LTD. REMAINDER PARCEL EXHIBIT



43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com