

DRAFTAgenda Item Number : **1A**

Request For Council Action

Date Submitted 2015-04-03 09:56:45

Applicant City of St. George

Quick Title March 2015 Financial Report

Subject March 2015 Financial Report.

Discussion I've added notes on some graphs to explain the reasons for variations.

Cost \$0.00

City Manager Recommendation Still appear to be in great shape for most of the departments. We will schedule a budget opening to take care of the unforeseen expenditures that have occurred this fiscal year.

Action Taken

Requested by Deanna Brklacich

File Attachments [MARCH 2015.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [MARCH 2015.pdf](#)



MONTHLY FINANCIAL REPORT

NINE MONTHS ENDED

MARCH 31, 2015

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORT
NINE MONTHS ENDED MARCH 31, 2015

ADMINISTRATIVE DIRECTOR'S COMMENTS:

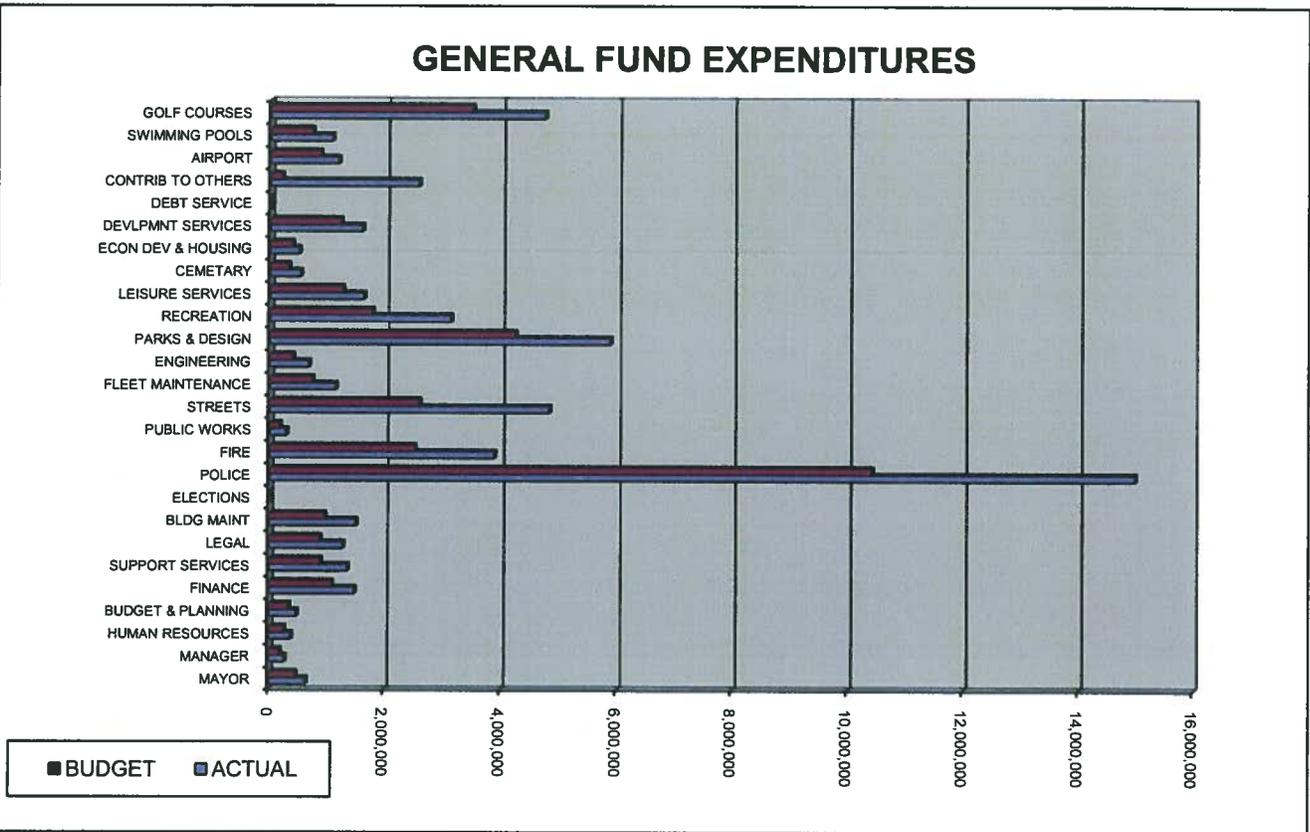
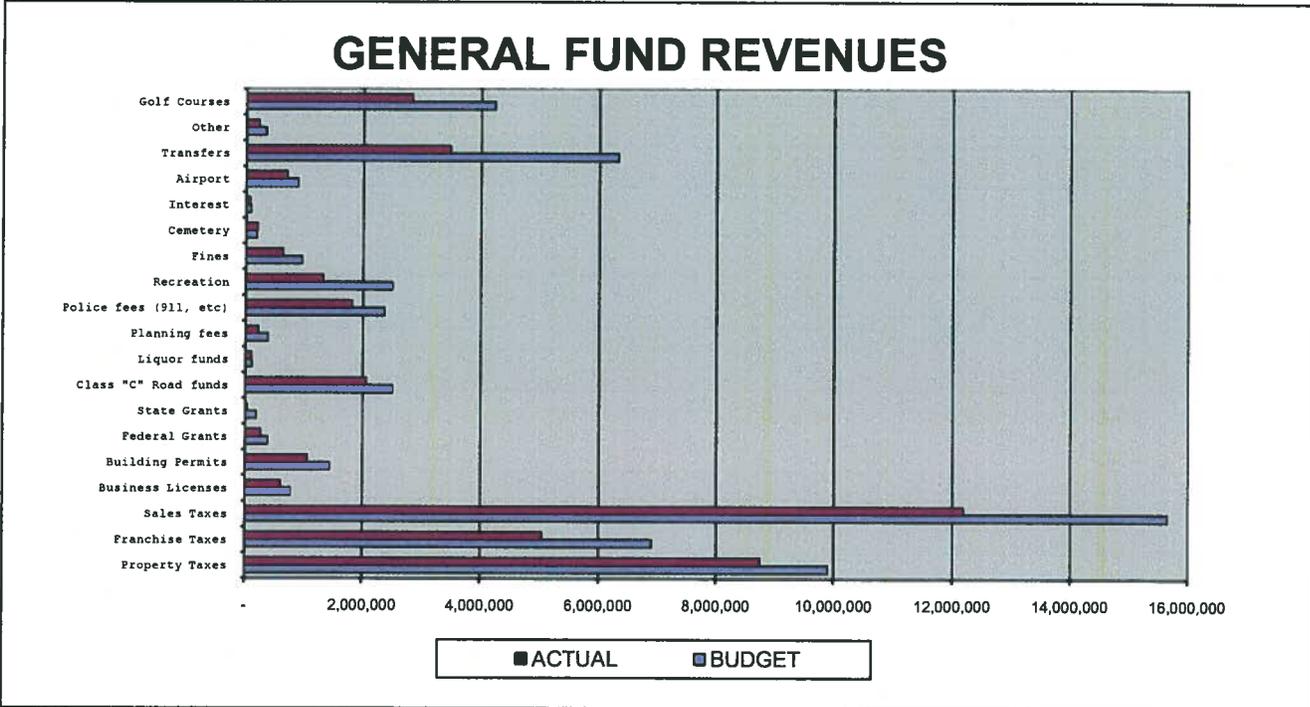
The attached report represents activity in the various city funds for the NINE months ended March 31, 2015. This period represents 75% of the fiscal year.

As you can see in reviewing the General Fund revenues and expenditures, a line item has now been added to incorporate the golf courses into a division within the General Fund. The revenue comparisons worksheet has been restated to reflect this also for last fiscal year so as to make a fair comparison.

- 1) General Fund revenues are at 74.05% of budget. We received a large portion of our property taxes in December and in January.
- 2) Overall General Fund revenues are up 4.11% over the prior fiscal year. Sales taxes are up 6.42% over last year and franchise taxes are up 3.16%. Golf revenues are up because of the City now operating the snack bars and merchandise sales at the various courses whereas in previous years these were operated by the golf professionals.
- 3) The attached general fund revenue schedule is good to give you a quick review of how revenues are trending in comparison with the budget.
- 4) General Fund expenditures are at 64.81% of budget for the year to date. Where we have completed 75% of the fiscal year on the time horizon, as compared to expenditures at 65% of the budget, we are continuing to do a good job of spending within the budget.
- 5) The revenue comparison schedule attached to this report does show a mixed bag as some fund revenues are up in comparison to prior years, while others are down.
- 6) The City Treasurer's February 2015 deposit and investment report is also attached for your review of all City funds held in various bank accounts and investments.

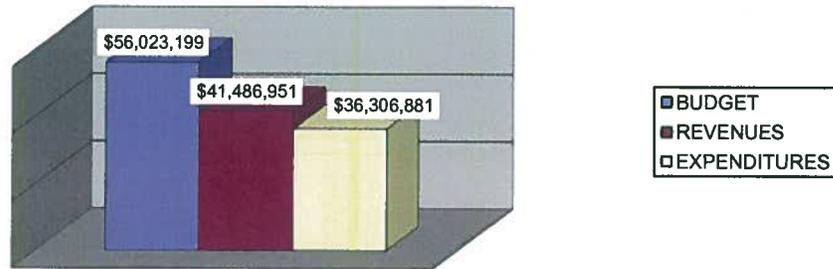
If there are any questions, comments, or concerns, please feel free to contact me at any time at either deanna.brklacich@sgcity.org or at 627-4004.

CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
 3/31/2015

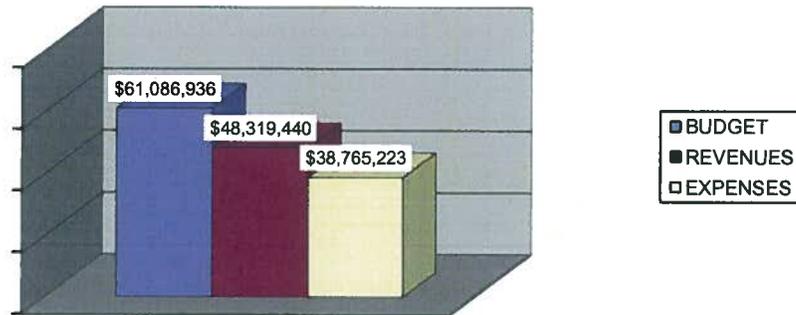


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2015

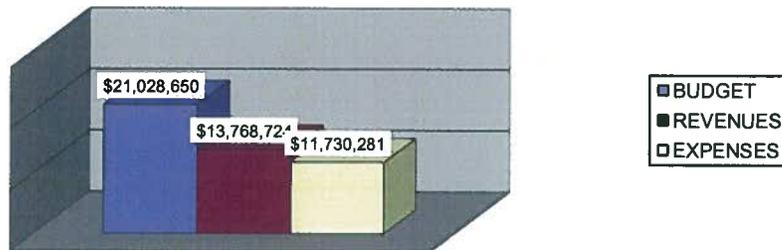
GENERAL FUND



ELECTRIC UTILITY

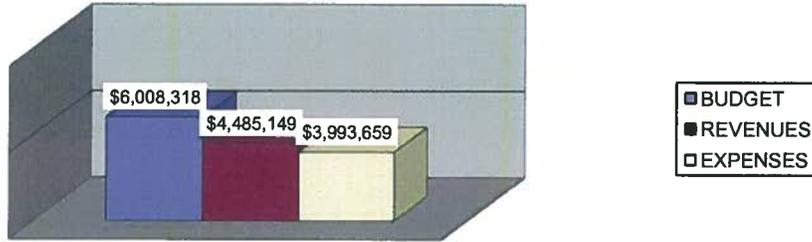


WATER UTILITY

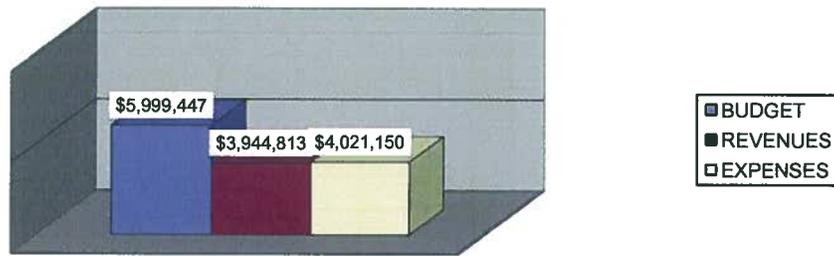


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2015

WASTEWATER COLLECTION (includes impact)

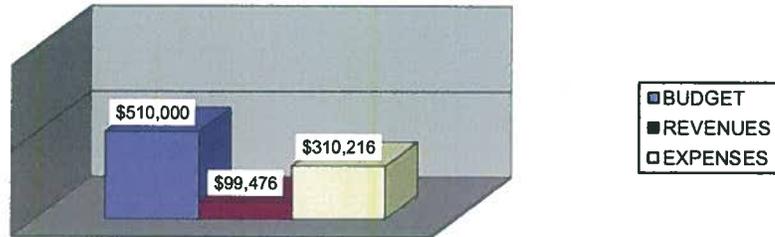


WASTEWATER TREATMENT (includes impact)

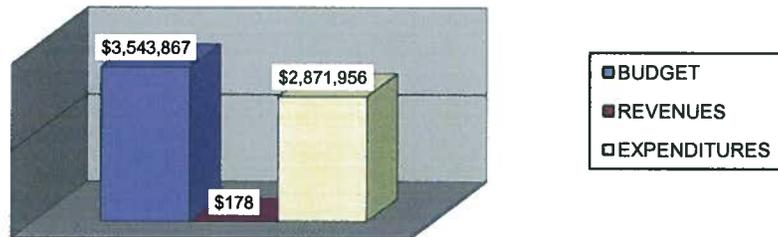


CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
 3/31/2015

CDBG BLOCK GRANT FUND

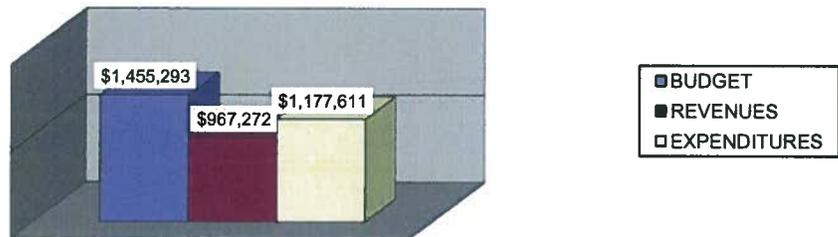


SALES TAX BOND CAP. PROJECT FUND



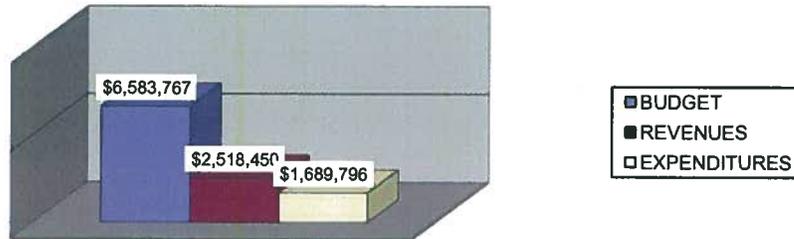
NOTE: Revenues are derived from year-end transfers from other City funds which recieved a portion of the bond proceeds and therefore participate in making the annual debt services payments.

DIXIE CENTER OPERATIONS

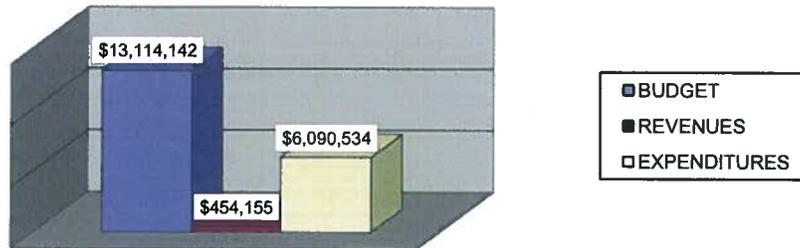


CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
 3/31/2015

CAPITAL EQUIPMENT FUND

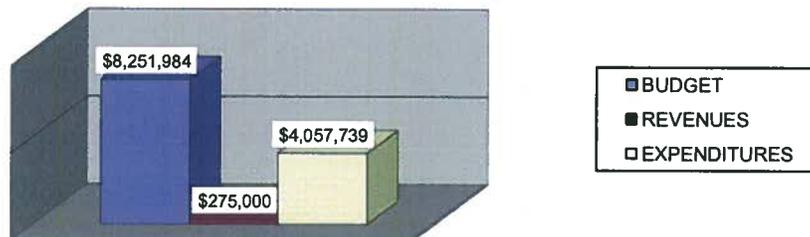


PUBLIC WORKS CAP. PROJ. FUND



NOTE: Most of the Revenues are derived from year-end transfers from other City funds who collectively participate in funding each project (i.e. Transportation Fund, Street Impact, Drainage Impact, etc.)

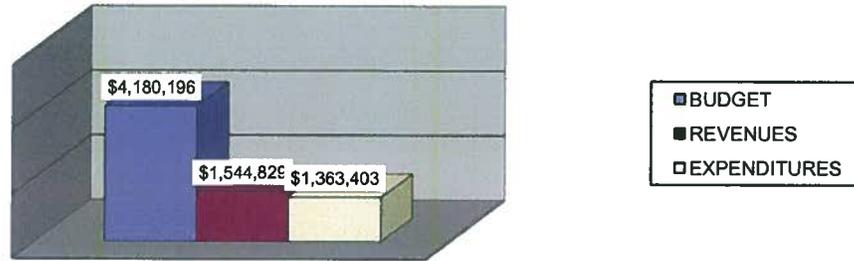
REPLACEMENT AIRPORT FUND



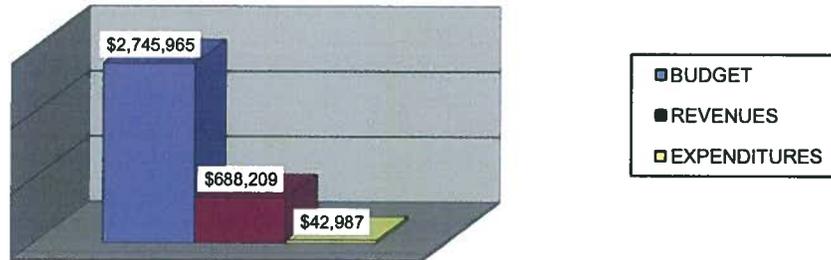
NOTE: Expenses for this year mostly represent the annual note payment to SITLA for airport property purchased. Revenues consist of Federal LOI funding which is not typically received until the end of the fiscal year.

CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
 3/31/2015

PARK IMPACT FUND

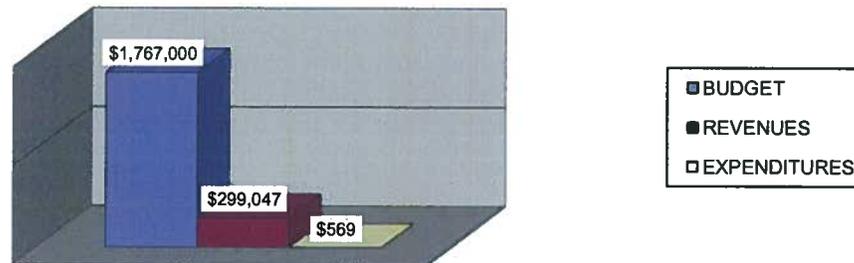


STREET IMPACT FUND



NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

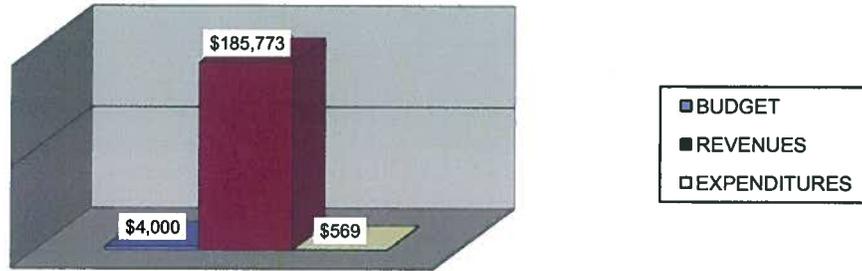
DRAINAGE IMPACT FUND



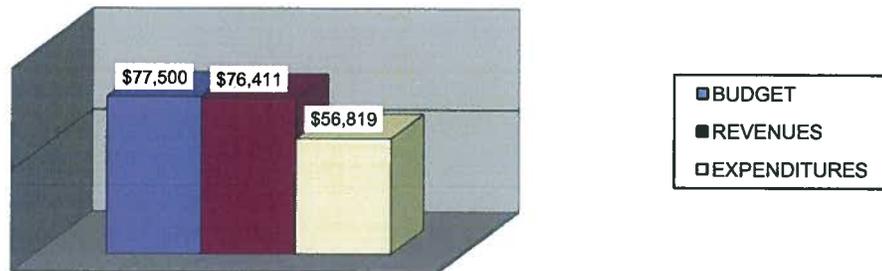
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CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2015

FIRE IMPACT FUND

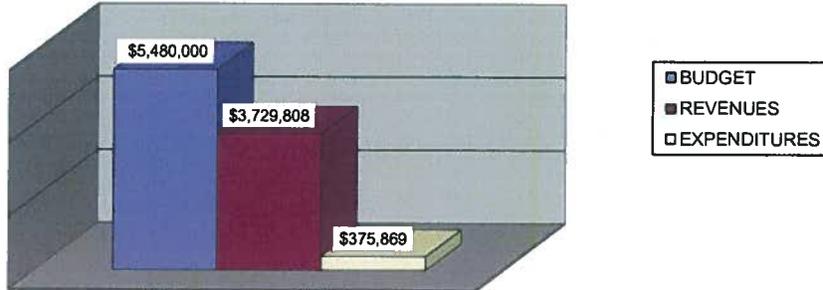


POLICE IMPACT FUND



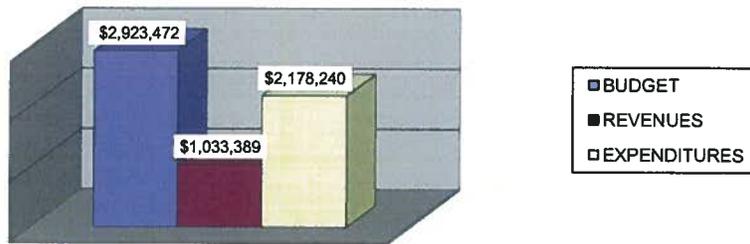
CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
 3/31/2015

TRANSPORTATION IMPRV. FUND

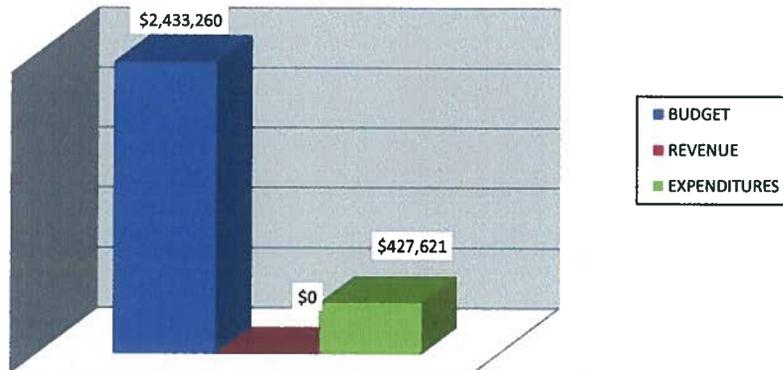


NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

SUNTRAN TRANSIT FUND



SWITCHPOINT RESOURCE CENTER



CITY OF ST. GEORGE, UT
 GENERAL FUND REVENUES
 NINE MONTHS ENDED MARCH 31, 2015

75% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU MAR. 31, 2015	PCT RECEIVED
CURRENT PROPERTY TAXES	8,300,000.00	7,928,442.59	95.52%
FEES ASSESSED	1,300,000.00	614,420.14	47.26%
FRANCHISE TAXES	6,900,000.00	5,032,420.79	72.93%
DELINQUENT TAXES	300,000.00	204,128.82	68.04%
GENERAL SALES TAXES	15,650,000.00	12,186,773.63	77.87%
BUSINESS LICENSES	600,000.00	536,122.50	89.35%
LICENSE FEES - RENTAL ORDINANCE	160,000.00	53,960.00	33.73%
ELECTION FILING FEES	0.00	0.00	#DIV/0!
TRUCK-N-GO PERMITS	3,000.00	3,980.00	132.67%
BUILDING PERMITS	1,400,000.00	1,025,170.05	73.23%
DOG LICENSES	32,000.00	23,563.00	73.63%
FEDERAL GRANTS	384,504.00	256,367.74	66.67%
STATE GRANTS	179,766.00	29,091.28	16.18%
CLASS C ROAD ALLOTTMENT	2,500,000.00	2,053,932.25	82.16%
LIQUOR FUND ALLOTTMENT	105,000.00	101,658.47	96.82%
RESOURCE OFFICER CONTRIB.	607,915.00	458,936.25	75.49%
PLANNING FEES	350,000.00	194,103.98	55.46%
AIR QUALITY FEES	30,000.00	15,352.30	51.17%
SPECIAL POLICE SERVICES	55,000.00	86,679.70	157.60%
E-911 SERVICES	980,000.00	715,251.49	72.98%
OTHER CITIES DISPATCH FEES	719,181.00	539,386.02	75.00%
POLICE TRAINING CLASSES	2,000.00	6,389.55	319.48%
MUSEUM DONATIONS	1,200.00	984.13	82.01%
MUSEUM ADMISSION FEES	10,000.00	6,225.64	62.26%
NJCAA TOURNAMENT	0.00	0.00	#DIV/0!
COMMUNITY ARTS BLDG RENTALS	5,500.00	250.00	4.55%
OPERA HOUSE PERFORMANCES	1,500.00	0.00	0.00%
TRIPAX PASS SALES	0.00	-0.77	#DIV/0!
WALKING TOUR REVENUES	3,000.00	1,760.94	58.70%
SOCIAL HALL RENTALS	14,000.00	16,945.40	121.04%
EXHIBITS - COLLECTIONS	7,500.00	3,482.97	46.44%
NATURE CENTER	52,000.00	29,104.62	55.97%
AQUATIC CENTER	360,000.00	208,980.40	58.05%
YOUTH SPORTS	77,500.00	103,587.50	133.66%
ADULT SPORTS	45,000.00	40,496.00	89.99%
RACES	349,000.00	247,021.06	70.78%
SOFTBALL LEAGUES	350,900.00	255,034.62	72.68%
ARTS FAIR REVENUE	40,000.00	33,213.21	83.03%
SPECIAL COMMUNITY EVENTS	2,600.00	1,015.00	39.04%
SWIMMING POOL FEES	125,000.00	53,729.58	42.98%

CITY OF ST. GEORGE, UT
 GENERAL FUND REVENUES
 NINE MONTHS ENDED MARCH 31, 2015

75% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU MAR. 31, 2015	PCT RECEIVED
RECREATION FEES	10,000.00	38.99	0.39%
RECREATION CENTER FEES	143,000.00	90,614.43	63.37%
OPERA HOUSE RENTALS	7,000.00	6,655.00	95.07%
RECREATION FACILITY RENTALS	18,000.00	14,927.50	82.93%
TENNIS CLASSES ETC.	96,000.00	90,899.43	94.69%
MARATHON REVENUES	775,700.00	109,170.93	14.07%
RECREATION CLASS FEES	0.00	898.00	#DIV/0!
CEMETERY LOT SALES	95,000.00	99,427.50	104.66%
BURIAL FEES	85,000.00	94,170.00	110.79%
TRAFFIC SCHOOL FEES	36,000.00	40,140.85	111.50%
COURT FINES	825,000.00	547,423.01	66.35%
POLICE WARRANTS	14,000.00	9,350.00	66.79%
ACE PENALTIES	50,000.00	26,326.00	52.65%
ACE COSTS	20,000.00	4,539.00	22.70%
ACE ABATEMENTS	5,000.00	150.00	3.00%
INTEREST EARNINGS	80,000.00	59,259.49	74.07%
RENTS AND ROYALTIES	30,000.00	12,604.64	42.02%
SALE OF PROPERTY	30,000.00	29,974.78	99.92%
POLICE EVIDENCE IMPOUND	2,500.00	3,750.17	150.01%
MISCELLANEOUS SUNDRY REVENUES	75,000.00	34,729.58	46.31%
ORTHOGRAPHY MAPS	500.00	90.36	18.07%
COMPOST SALES - REUSE	30,000.00	14,872.87	49.58%
ROADBASE SALES - REUSE	6,500.00	371.76	5.72%
AIRPORT REVENUES	873,000.00	689,541.34	78.99%
MAINTENANCE AT AIRPORT	7,100.00	5,338.17	75.19%
CONTRIBUTIONS FROM OTHER	112,273.00	90,115.58	80.26%
TRANSFERS FROM OTHER FUNDS	6,318,680.00	3,472,500.06	54.96%
CONTRIBUTIONS FROM PRIVATE	41,579.00	18,179.43	43.72%
MEDIAN LANDSCAPE FEES		11,171.97	#DIV/0!
ANIMAL SHELTER DONATIONS		11,687.19	#DIV/0!
POLICE PROJECT LIFESAVER	5,000.00	7,063.09	141.26%
APPROPRIATED FUND BALANCE			
GOLF COURSE REVENUES (ALL COURSES)	4,228,300.00	2,823,008.75	66.76%
TOTAL GENERAL FUND REVENUES	56,023,198.00	41,486,950.72	74.05%

CITY OF ST. GEORGE, UT
 EXPENDITURE STATUS REPORT BY CATEGORY
 NINE MONTHS ENDED MARCH 31, 2015

75% OF THE BUDGET YEAR

GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU MAR. 31, 2015	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	629,600.00	447,030.83	182,569.17	71.00%
CITY MANAGER	266,526.00	181,776.17	84,749.83	68.20%
HUMAN RESOURCES	369,572.00	251,477.13	118,094.87	68.05%
ADMINISTRATIVE SERVICES	472,264.00	334,635.68	137,628.32	70.86%
FINANCE DEPARTMENT	1,474,245.00	1,074,329.82	399,915.18	72.87%
TECHNOLOGY SERVICES	1,355,048.00	882,537.30	472,510.70	65.13%
LEGAL SERVICES	1,126,085.00	779,337.41	346,747.59	69.21%
BUILDING MAINTENANCE	1,502,979.00	955,092.08	547,886.92	63.55%
ELECTIONS	0.00	0.00	0.00	#DIV/0!
PLANNING COMMISSION	12,000.00	7,772.75	4,227.25	64.77%
POLICE	12,065,423.00	8,553,549.22	3,511,873.78	70.89%
HIDTA GRANT	143,260.00	118,469.30	24,790.70	82.70%
POLICE DISPATCH	2,661,656.00	1,668,225.90	993,430.10	62.68%
CCJJ GRANT	51,063.00	30,196.77	20,866.23	59.14%
SAFG (State Asset Forfeiture Grant)	54,937.00	41,500.65	13,436.35	75.54%
FIRE DEPARTMENT	3,884,206.00	2,513,946.63	1,370,259.37	64.72%
CODE ENFORCEMENT	147,229.00	93,085.68	54,143.32	63.23%
PUBLIC WORKS ADMINISTRATION	282,066.00	169,709.35	112,356.65	60.17%
STREETS	4,827,028.00	2,592,455.80	2,234,572.20	53.71%
FLEET MAINTENANCE	1,142,988.00	727,598.15	415,389.85	63.66%
ENGINEERING	672,682.00	388,578.81	284,103.19	57.77%
PARKS	5,246,933.00	3,794,392.09	1,452,540.91	72.32%
DESIGN	633,225.00	445,701.56	187,523.44	70.39%
NATURE CENTER & YOUTH PROGRAMS	90,276.00	50,411.19	39,864.81	55.84%
SOFTBALL PROGRAMS	351,987.00	240,566.92	111,420.08	68.35%
SPORTS FIELD MAINTENANCE	645,111.00	495,721.85	149,389.15	76.84%
SPECIAL EVENTS & PROGRAMS	329,824.00	206,235.93	123,588.07	62.53%
YOUTH SPORTS PROGRAMS	155,108.00	96,654.90	58,453.10	62.31%
ADULT SPORTS PROGRAMS	46,880.00	20,194.30	26,685.70	43.08%
RECREATION	745,486.00	331,587.58	413,898.42	44.48%
EXHIBITS AND COLLECTIONS	256,576.00	198,616.98	57,959.02	77.41%
COMMUNITY ARTS	287,049.00	208,727.51	78,321.49	72.71%
HISTORIC OPERA HOUSE	90,566.00	55,477.43	35,088.57	61.26%
HISTORIC COURTHOUSE	23,200.00	14,393.45	8,806.55	62.04%
LEISURE SERVICES ADMINISTRATN	354,499.00	235,619.11	118,879.89	66.47%
RECREATION CENTER	774,536.00	337,542.34	436,993.66	43.58%
MARATHON	616,505.00	544,380.04	72,124.96	88.30%
COMMUNITY CENTER	2,800.00	1,957.09	842.91	69.90%
CEMETERY	524,873.00	314,948.82	209,924.18	60.00%
ECONOMIC DEVELOPMENT & HOUSING	497,360.00	376,004.86	121,355.14	75.60%
DEVELOPMENT SERVICES ADMIN.	1,592,564.00	1,220,511.26	372,052.74	76.64%
DEBT SERVICE	27,305.00	20,478.78	6,826.22	75.00%
TRANSFERS TO OTHER FUNDS	2,579,678.00	200,250.00	2,379,428.00	7.76%
AIRPORT	1,184,872.00	864,563.63	320,308.37	72.97%
SWIMMING POOL	253,031.00	164,843.33	88,187.67	65.15%
SAND HOLLOW AQUATIC CENTER	822,447.00	556,027.04	266,419.96	67.61%
GOLF COURSES EXPENDITURES (ALL COURSES)	4,749,651.00	3,499,767.20	1,249,883.80	73.68%
TOTAL GENERAL FUND	56,023,199.00	36,306,880.62	19,716,318.38	64.81%

CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
NINE MONTHS ENDED MARCH 31, 2015

GENERAL FUND:	FYE JULY 2015	FYE JULY 2014	FY2015 as a % of FY 2014
Property Taxes	8,746,992	8,641,879	101.22%
Franchise Taxes	5,032,421	4,878,411	103.16%
Sales Taxes	12,186,774	11,451,607	106.42%
Business Licenses	594,063	608,590	97.61%
Building Permits	1,048,733	1,069,943	98.02%
Federal Grants	256,368	425,157	60.30%
State Grants	29,091	98,588	29.51%
Class "C" Road funds	2,053,932	1,988,741	103.28%
Liquor funds	101,658	102,183	99.49%
Planning fees	209,456	358,843	58.37%
Police fees (911, etc)	1,825,393	1,657,361	110.14%
Recreation	1,315,035	1,254,127	104.86%
Fines	627,929	649,766	96.64%
Cemetery	193,598	137,425	140.88%
Interest	59,259	58,492	101.31%
Airport	689,541	604,907	113.99%
Transfers	3,472,500	3,184,500	109.04%
Other	221,199	253,503	87.26%
Golf Courses	2,823,009	2,424,378	116.44%
Total General Fund	41,486,951	39,848,400	104.11%
DIXIE CENTER OPERATIONS			
Total Revenues	\$967,272	\$990,310	97.67%
CDBG BLOCK GRANT FUND			
Total Revenues	\$99,476	\$115,955	85.79%
PARK IMPACT FUND			
Total Revenues	\$1,544,829	\$1,607,116	96.12%
STREET IMPACT FUND			
Total Revenues	\$688,209	\$650,178	105.85%
DRAINAGE IMPACT FUND			
Total Revenues	\$299,047	\$264,808	112.93%
FIRE DEPT IMPACT FUND			
Total Revenues	\$185,773	\$140,365	132.35%
POLICE DEPT IMPACT FUND			
Total Revenues	\$76,411	\$66,779	114.42%
WATER UTILITY FUND (w/ impact fees)			
Total Revenues	\$13,768,724	\$14,128,249	97.46%
WASTEWATER COLLECTION (w/impact fees)			
Total Revenues	\$4,485,149	\$4,689,735	95.64%
ELECTRIC UTILITY (w/impact fees)			
Total Revenues	\$48,319,440	\$48,167,706	100.32%
REGIONAL WASTEWATER (w/impact fees)			
Total Revenues	\$3,944,813	\$4,214,317	93.61%
SUNTRAN TRANSIT FUND			
Total Revenues	\$1,033,389	\$791,269	130.60%
TRANS. IMPROV. FUND			
Total Revenues	\$3,729,808	\$3,485,663	107.00%
REPLMNT AIRPORT FUND			
Total Revenues	\$275,000	\$0	#DIV/0!

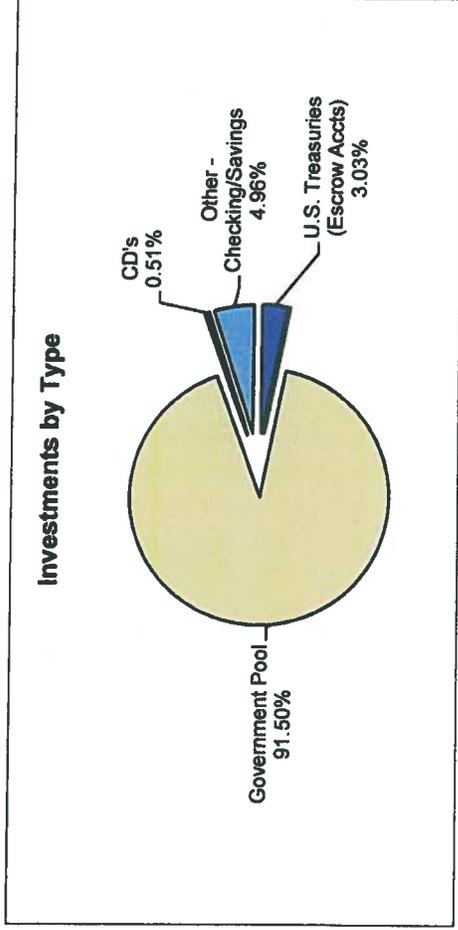
*** General Fund now includes the Golf Courses - FY2014 restated to include Golf Course division

CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT

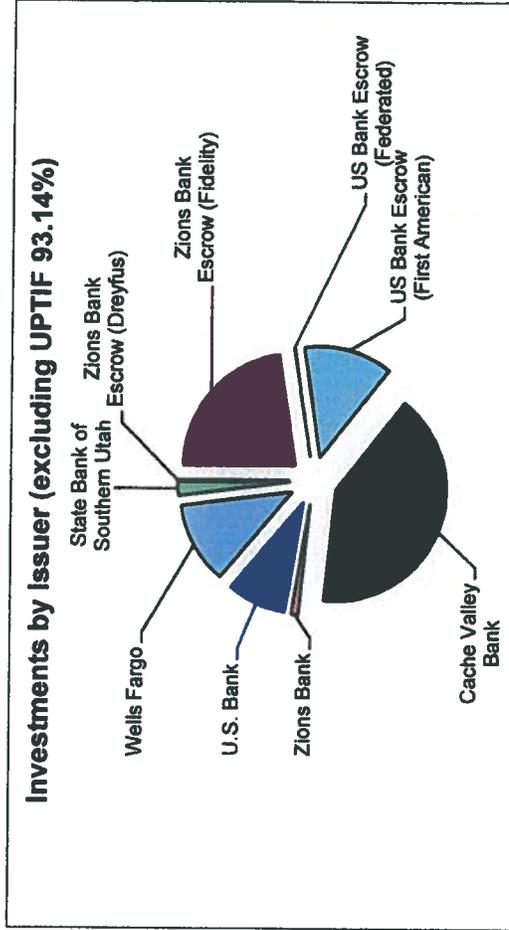
	ADJUSTED <u>BUDGET</u>	<u>REVENUE</u>	<u>EXPENDITURES</u>	
10 GENERAL FUND (includes Golf Courses)	\$56,023,199	\$41,486,951	\$36,306,881	64.81%
53 & 83 ELECTRIC FUND (includes impact)	\$61,086,936	\$48,319,440	\$38,765,223	63.46%
51 & 81 WATER FUND (includes impact)	\$21,028,650	\$13,768,724	\$11,730,281	55.78%
52 & 82 WASTEWATER COLLECT (includes impact)	\$6,008,318	\$4,485,149	\$3,993,659	66.47%
62 & 86 WASTEWATER TREATMNT (includes impact)	\$5,999,447	\$3,944,813	\$4,021,150	67.03%
32 CDBG BLOCK GRANT FUND	\$510,000	\$99,476	\$310,216	60.83%
84 SALES TAX BOND - CAPITAL PROJ FUND	\$3,543,867	\$178	\$2,871,956	81.04%
30 DIXIE CENTER OPERATIONS	\$1,455,293	\$967,272	\$1,177,611	80.92%
40 CAPITAL EQUIPMENT FUND	\$6,583,767	\$2,518,450	\$1,689,796	25.67%
87 PUBLIC WORKS CAPITAL PROJ FUND	\$13,114,142	\$454,155	\$6,090,534	46.44%
88 REPLACEMENT AIRPORT CONST. FUND	\$8,251,984	\$275,000	\$4,057,739	49.17%
44 PARK IMPACT FUND	\$4,180,196	\$1,544,829	\$1,363,403	32.62%
45 STREET IMPACT FUND	\$2,745,965	\$688,209	\$42,987	1.57%
47 DRAINAGE IMPACT FUND	\$1,767,000	\$299,047	\$569	0.03%
48 FIRE IMPACT FUND	\$4,000	\$185,773	\$569	14.23%
49 POLICE IMPACT FUND	\$77,500	\$76,411	\$56,819	73.31%
64 SUNTRAN TRANSIT FUND	\$ 2,923,472	\$1,033,389	\$2,178,240	74.51%
27 TRANSPORTATION IMPROV FUND	\$ 5,480,000	\$3,729,808	\$375,869	6.86%
21 SWITCHPOINT RESOURCE CENTER	\$ 2,433,260	\$0	\$427,621	17.57%

City of St George
DEPOSITS AND INVESTMENTS
2/28/2015

Portfolio Composition	Amount	Percentage
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	2,826,323.03	3.03%
Agencies	-	0.00%
Government Pool	85,412,550.53	91.50%
Mutual Funds	-	0.00%
CD's	479,183.19	0.51%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	4,632,901.09	4.96%
Total	93,350,957.84	100.00%



<i>Investments by Issuer:</i>		
UPTIF (State Pool)	85,412,550.53	91.50%
Zions Bank Escrow (Dreyfus)	-	0.00%
Zions Bank Escrow (Fidelity)	1,795,428.64	1.92%
US Bank Escrow (Federated)	6,697.50	0.01%
US Bank Escrow (First American)	1,024,196.89	1.10%
Cache Valley Bank	3,257,976.80	3.49%
Zions Bank	76,217.58	0.08%
U.S. Bank	671,754.85	0.72%
Wells Fargo	943,571.84	1.01%
State Bank of Southern Utah	162,563.21	0.17%
Total	93,350,957.84	100.00%



Portfolios Weighted Average Maturity on 2/28/2015 60.72 days

Portfolios Weighted Average Rate on 2/28/2015 0.48%

**City of St. George
DEPOSITS AND INVESTMENTS
2/28/2016**

Name of Bank	Type of Account	Rate**	Due Date or Maturity	Purchase Date	Face Amount (Bank Balance)	Average Days to Maturity*	Held at or s/k Location	Current Market Value	Investment Type	Issuer	Fund that money or investment is assigned to
Zion's FNB	Money Market	0.1500	02/28/15	02/01/15	76,217.58	1/1/1900	Zion's	1.00	Other	Zions	General
Wells Fargo Bank	Money Market	0.0100	02/28/15	02/01/15	943,571.84	1	WFB	1.00	Other	WFB	General
U.S. Bank	Checking - Utilities	0.0100	02/28/15	02/01/15	89,273.96	1	US Bank	n/a	Other	USB	General
St. Bank So. Ut.	Public Money Market	0.3000	02/28/15	02/01/15	162,563.21	1	SBSU	n/a	Other	SBSU	General
Cache Valley Bank	T C D	0.4500	03/19/15	03/19/14	478,183.19	19	CVB	1.00	CD's	Cache Valley	General
Cache Valley Bank	Checking - General	-	02/28/15	02/01/15	2,734,893.06	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Utilities & Payroll	-	02/28/15	02/01/15	-	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Other	-	02/28/15	02/01/15	91.83	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	Savings	0.3000	02/28/15	02/01/15	43,808.72	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	PTIF - 0167 General Account	0.5184	02/28/15	02/01/15	83,771,321.10	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 0983 Performance Bond	0.5184	02/28/15	02/01/15	140,170.30	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 2037 Community Arts	0.5184	02/28/15	02/01/15	15,748.68	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 2038 Community Arts Interest	0.5184	02/28/15	02/01/15	83.87	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5033 Retainage	0.5184	02/28/15	02/01/15	108,420.29	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5178 New PD Task Force Seizure	0.5184	02/28/15	02/01/15	15,569.41	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.5184	02/28/15	02/01/15	315,875.97	65	UPTIF	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Revenue Refunding 2009 Bond	0.0200	02/28/15	02/01/15	1,024,196.83	39	US Bank	1.00	U.S. Treasuries	F.Am. Prime Ob	Sales Tax Bond Fund
U.S. Bank	MBA Lease Rev Bonds 1996	-	02/28/15	02/01/15	6,697.50	15	US Bank	1.00	U.S. Treasuries	Fed Auto Gov	General
U.S. Bank	Electric Revenue Bonds 2008 Bond	-	02/28/15	02/01/15	-	34	US Bank	1.00	U.S. Treasuries	F.Am. Treas	Electric
U.S. Bank	Electric Revenue Bonds 2005 Bond	0.0100	02/28/15	02/01/15	0.06	47	US Bank	1.00	U.S. Treasuries	F.Am. Gov	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Bond	0.5184	02/28/15	02/01/15	84.64	65	US Bank	1.00	Govt. Pool	UPTIF	General (Airport)
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.5184	02/28/15	02/01/15	350,594.30	65	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Rev Refunding Ser 2011 Bond	0.0300	02/28/15	02/01/15	582,480.89	1	US Bank	1.00	Other	USB Mmkt	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Refunding Bn 2013 Bond	0.5184	02/28/15	02/01/15	29.02	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.0100	02/28/15	02/01/15	-	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.0100	02/28/15	02/01/15	181,522.16	35	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.5184	02/28/15	02/01/15	-	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.0100	02/28/15	02/01/15	890,977.16	35	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	GO Ref Bond, Ser 2010 BF	0.5184	02/28/15	02/01/15	32.06	65	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Franchise Tax 2014 Bond Fund	0.5184	02/28/15	02/01/15	146.05	65	Zion's	1.00	Govt. Pool	UPTIF	Various
Zion's FNB	Franchise Tax 2014 Project Acct	0.5184	02/28/15	02/01/15	-	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Water Rev 2004A Bond	0.5184	02/28/15	02/01/15	-	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Sewer 2004A Bond Fund	0.5184	02/28/15	02/01/15	-	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	GO Ser 2014 Bond Fund	0.5184	02/28/15	02/01/15	691,114.39	65	Zion's	1.00	Govt. Pool	UPTIF	Wastewater
Zion's FNB	GO Ser 2014 COI	0.5184	02/28/15	02/01/15	2,360.45	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Bond accts - temp SID & misc.	0.5184	02/28/15	02/01/15	-	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Swr Rev 93B Reserve	0.0100	02/28/15	02/01/15	-	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev 1993 B Bond	0.0100	02/28/15	02/01/15	-	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	02/28/15	02/01/15	-	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	02/28/15	02/01/15	722,928.32	35	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Bond accts - temp SID & misc.	0.0100	02/28/15	02/01/15	-	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Various

TOTAL = 93,350,957.84

* Average Days to Maturity updated monthly.
** Interest Rate updated monthly for bond escrow accounts.

DRAFTAgenda Item Number : **2A**

Request For Council Action

Date Submitted 2015-04-10 09:09:40

Applicant Jay Sandberg

Quick Title Bid Award - Chip Seal Oil Supply

Subject Consider approval to award a contract to Calumet Specialty Products, Inc. to supply 670 Tons of Chip Seal Oil.

Discussion The contract is for supplying 670 tons of chip seal oil for the annual chip seal project.

Cost \$279,390

City Manager Recommendation Part of our annual street maintenance program. Recommend approval.

Action Taken

Requested by Cameron Cutler

File Attachments [2015 Chip Seal Bid Summary.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [2015 Chip Seal Bid Summary.pdf](#)

2015 Chip Seal Project Bid Tabulation

Chip Seal Aggregate

No.	Description	Unit	Quantity	Western Rock		Sunroc	
				Unit Price	Total	Unit Price	Total
1	Aggregate	Ton	5,000	14.99	74,950	15.35	76,750
2	Delivery	Ton	5,000	4.15	<u>20,750</u>	4.10	<u>20,500</u>
					95,700	97,250	

Chip Seal Spreader

No.	Description	Unit	Quantity	J&T Peterson		Cactus Transport	
				Unit Price	Total	Unit Price	Total
1	Mobilization	Lump	1	5000	5,000	5000	5,000
2	Oil Spreader	Hours	160	185	<u>29,600</u>	300	<u>48,000</u>
					34,600	53,000	

Chip Oil Supply

No.	Description	Unit	Quantity	Calumet		Western Rock		Cactus Transport	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Chip Seal Oil	Tons	670	417	279,390	495	331,650	700	469,000

2015 Chip Seal Project

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Sq. Ft.</u>
Red Hills Parkway	Industrial Rd	City Limit	581,906
1450 South	River Road	3000 East	581,238
Mall Drive	Red Cliffs	Riverside Drive	464,126
Riverside Drive	River Road	Foremaster	401,034
2450 South	River Road	3000 East	394,462
Bloom Hills Drive	Ft. Pierce Dr.	Brigham Road	325,954
700 South	400 East	River Road	313,189
2000 North	Snow Canyon Pkwy	Lava Flow Drive	219,977
Sunset	Dixie Drive	Santa Clara	184,401
400 North	Bluff	Diagonal	120,099
1400 West	Sunset Blvd	1200 North	115,249
			3,701,634

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

Date Submitted	2015-04-10 09:08:21
Applicant	Jay Sandberg
Quick Title	Bid Award - Chip Seal Oil Spreader
Subject	Consider approval to award a contract to J&T Peterson, Inc. for Chip Seal Oil Spreader distributor truck.
Discussion	The contract is for supplying 160 hours of distributor truck equipment (Oil Spreader) for the annual chip seal project.
Cost	\$34,600
City Manager Recommendation	This is part of the street maintenance program and is for the Chip Seal Oil spreader. Recommend approval.
Action Taken	
Requested by	Cameron Cutler
File Attachments	2015 Chip Seal Bid Summary.pdf
Approved by Legal Department?	
Approved in Budget?	Amount:
Additional Comments	
Attachments	2015 Chip Seal Bid Summary.pdf

2015 Chip Seal Project Bid Tabulation

Chip Seal Aggregate

No.	Description	Unit	Quantity	Western Rock		Sunroc	
				Unit Price	Total	Unit Price	Total
1	Aggregate	Ton	5,000	14.99	74,950	15.35	76,750
2	Delivery	Ton	5,000	4.15	<u>20,750</u>	4.10	<u>20,500</u>
					95,700	97,250	

Chip Seal Spreader

No.	Description	Unit	Quantity	J&T Peterson		Cactus Transport	
				Unit Price	Total	Unit Price	Total
1	Mobilization	Lump	1	5000	5,000	5000	5,000
2	Oil Spreader	Hours	160	185	<u>29,600</u>	300	<u>48,000</u>
					34,600	53,000	

Chip Oil Supply

No.	Description	Unit	Quantity	Calumet		Western Rock		Cactus Transport	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Chip Seal Oil	Tons	670	417	279,390	495	331,650	700	469,000

2015 Chip Seal Project

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Sq. Ft.</u>
Red Hills Parkway	Industrial Rd	City Limit	581,906
1450 South	River Road	3000 East	581,238
Mall Drive	Red Cliffs	Riverside Drive	464,126
Riverside Drive	River Road	Foremaster	401,034
2450 South	River Road	3000 East	394,462
Bloom Hills Drive	Ft. Pierce Dr.	Brigham Road	325,954
700 South	400 East	River Road	313,189
2000 North	Snow Canyon Pkwy	Lava Flow Drive	219,977
Sunset	Dixie Drive	Santa Clara	184,401
400 North	Bluff	Diagonal	120,099
1400 West	Sunset Blvd	1200 North	115,249
			3,701,634

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

Date Submitted 2015-04-10 09:06:30

Applicant Jay Sandberg

Quick Title Bid Award - Chip Seal Aggregate

Subject Consider approval to award a contract to Western Rock Products for Chip Seal Aggregate Supply.

Discussion The contract is for the supply of 5,000 tons of crushed aggregate for the annual chip seal project.

Cost \$95,700

City Manager Recommendation This item is for the aggregate for the chip seal program. Recommend approval.

Action Taken

Requested by Cameron Cutler

File Attachments [2015 Chip Seal Bid Summary.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [2015 Chip Seal Bid Summary.pdf](#)

2015 Chip Seal Project Bid Tabulation

Chip Seal Aggregate

No.	Description	Unit	Quantity	Western Rock		Sunroc	
				Unit Price	Total	Unit Price	Total
1	Aggregate	Ton	5,000	14.99	74,950	15.35	76,750
2	Delivery	Ton	5,000	4.15	<u>20,750</u>	4.10	<u>20,500</u>
					95,700	97,250	

Chip Seal Spreader

No.	Description	Unit	Quantity	J&T Peterson		Cactus Transport	
				Unit Price	Total	Unit Price	Total
1	Mobilization	Lump	1	5000	5,000	5000	5,000
2	Oil Spreader	Hours	160	185	<u>29,600</u>	300	<u>48,000</u>
					34,600	53,000	

Chip Oil Supply

No.	Description	Unit	Quantity	Calumet		Western Rock		Cactus Transport	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Chip Seal Oil	Tons	670	417	279,390	495	331,650	700	469,000

2015 Chip Seal Project

<u>Roadway</u>	<u>From</u>	<u>To</u>	<u>Sq. Ft.</u>
Red Hills Parkway	Industrial Rd	City Limit	581,906
1450 South	River Road	3000 East	581,238
Mall Drive	Red Cliffs	Riverside Drive	464,126
Riverside Drive	River Road	Foremaster	401,034
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2000 North	Snow Canyon Pkwy	Lava Flow Drive	219,977
Sunset	Dixie Drive	Santa Clara	184,401
400 North	Bluff	Diagonal	120,099
1400 West	Sunset Blvd	1200 North	115,249
			3,701,634

DRAFTAgenda Item Number : **2D**

Request For Council Action

Date Submitted 2015-04-07 08:44:46**Applicant** Connie Hood**Quick Title** Bid Award**Subject** Recreation Center Remodel**Discussion** Only one bid was received for this project. The bid received was from B Hansen. Although the only bid received, B. Hansen was within the budgeted amount, under the engineers estimate and they supplied all paperwork, bid bonds and forms required.**Cost** \$132,125.00**City Manager Recommendation** Recommend approval as bid is within the budget established for this improvement.**Action Taken****Requested by** Chris Beckstead**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** The project will be completed by July 30th, 2015

DRAFTAgenda Item Number : **2E**

Request For Council Action

Date Submitted 2015-04-13 08:57:08**Applicant** Jay Sandberg**Quick Title** Change Order - River Road Micro-Surfacing Project**Subject** Consider approval of a change order to Intermountain Slurry Seal to complete additional Micro-Surfacing on Brigham Road.**Discussion** The original bid was to install micro-surfacing on River Road from River Road Bridge to St. George Blvd. This change order is for additional work to install micro-surfacing on Brigham Road from I-15 to River Road.**Cost** \$180,861**City Manager Recommendation** This change order would allow us to use this micro-surfacing application on Brigham road from I-15 to River Road. The original bid was for River Road only.**Action Taken****Requested by** Cameron Cutler**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

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

Date Submitted 2015-04-08 10:36:01

Applicant Courtney Stephens

Quick Title Professional Services Agreement - Stantec Consulting

Subject SVE- Off-Gas Sampling/UDAQ Reporting for calender year 2015.
WWT Fuel Clean up.

Discussion This is the annual scope of work to monitor remediation and continue clean up of a diesel spill at WWT.

Cost \$36,330 - \$38,150

City Manager Recommendation Annual agreement to monitor and report our remediation efforts for the diesel spill at the Wastewater Treatment plant.

Action Taken

Requested by Courtney Stephens

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments This is an ongoing process that is in its fifth year. Remediation is working and if current progress continues clean up could be completed in three years. Legal has forwarded PSA, Insurance and scope of work to the City Recorder.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2015, 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 Stantec Consulting Services Inc, with offices at 8160 S Highland Dr., Sandy, UT 84093 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide environmental services including collecting off-gas air samples and reporting on the results to the Utah Division of Air Quality and providing semi-annual reports for the Wastewater Treatment Plant Corrective Action Plan Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated December 17, 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 environmental company with engineers and scientists 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, for a target date of completion set at December 31, 2015.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

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

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

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

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

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

11. **INSURANCE.**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

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

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

each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

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

12. **INDEMNITY AND LIMITATION.**

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

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

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

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.
16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.
17. **CONFLICT OF INTEREST.**
- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
 - b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
 - c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George
 175 East 200 North
 St. George, Utah 84770
 Attention: Courtney Stephens

CONSULTANT: Stantec Consulting Services Inc.
 8160 S Highland Dr.
 Sandy, UT 84093
 Attention: John Russell

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a

breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and

conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

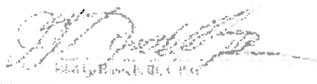
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY: City of St. George

CONSULTANT:
Stantec Consulting Services Inc.

Jonathan T. Pike, Mayor

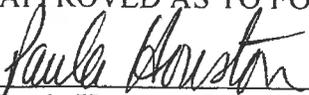


John G. Russell, III
Sr. Hydrogeologist, Environmental Risk Manager

ATTESTED:

Christina Fernandez, City Recorder

APPROVED AS TO FORM



Paula Houston, Deputy City Attorney

EXHIBIT A



Stantec Consulting Services Inc.
8160 South Highland Drive
Sandy UT 84093
Tel: (801) 943-4144
Fax: (801) 942-1852

December 17, 2014

Mr. Courtney Stephens
St. George City Fleet Manager
931 Redhill Parkway
St. George, UT 84770

RE: Cost Estimate for 2015

- Conduct SVE Off-Gas Sampling/UDAQ Reporting During Spring and Fall 2015 and
- Conduct Three (3) Routine Ground Water Sampling/Reporting Events to UDEQ, LUST Division During February, June, and October 2015

City of St. George WWTP
St. George, Utah

LUST Facility ID # 6000780
LUST Release Site MIW

Dear Courtney:

Since our final 2014 sampling and UDEQ/UDAQ reporting events, contracted under current City Purchase Order/PO #01250, were completed during December 2014, Stantec Consulting Services, Inc. ("Stantec"), formerly JBR Environmental Consultants, Inc. (JBR), appreciates the opportunity to submit this *Proposal and Cost Estimate* to you and your colleagues for implementing environmental consulting services at the site through the end of 2015. As 2014 data indicate, the SVE system is successfully removing hydrocarbon mass from the subsurface in the vicinity of the former release area, specifically including elimination of free-floating product at wells MW-2 and MW-3.

Per past discussions between Stantec's Jonathan Zerbe and the City's Eric Richens, we may need to replace one of the two carbon drums that treat SVE off-gas emissions prior to discharge to the atmosphere – possibly during 2015. We are beginning to see 'break-through' of hydrocarbon constituents after the redundant carbon, indicating that, although we are still a *de minimis* source, one of the SVE system's carbon drums should most probably be replaced sometime during 2015. In an effort to save the City monies during 2014, we monitored the off-gas results in terms of total volumes and corollary UDAQ regulations...and decided to postpone purchasing a carbon drum until 2015.

In an effort to save City monies, Stantec [with Eric's oversight and concurrence on scheduling] will coordinate the shipment of a new carbon drum to the site, while the City will coordinate with the Washington County landfill (which has already verbally 'approved' disposal of the carbon drum) for pick-up and disposal of the drum at the landfill. Stantec and Eric have already signed appropriate paperwork/forms for the landfill.



It is hoped that replacement of one drum will provide a more cost-effective means for carbon treatment than replacing both drums at the same time. Future SVE off-gas emission monitoring will help identify if we can 'stagger' carbon drum replacements, in an effort to save the City monies, over time.

SCOPE OF WORK AND COST ESTIMATE

Stantec anticipates the following activities and associated costs will be incurred to complete the scope of work. This cost estimate is based on anticipated efforts and is subject to change, in the unlikely event that field conditions alter the scope of work. Stantec intends to communicate any such changes in scope with City of St. George officials, as soon as practicable during field work. In the event that any changes in scope of work warrant consideration, Stantec will coordinate immediately with the City of St. George officials to decide a mutually-acceptable 'path-forward.'

Stantec proposes to complete the sampling and reporting on a Time & Materials not-to-exceed basis. The City and Stantec must approve any change in the Scope of Services and final cost in writing (email shall meet this requirement).

ACTIVITY

COST

TASK 1 Conduct SVE Off-Gas Sampling/Analyses/UDAQ Reporting During Spring and Fall 2015

Stantec will coordinate lab's mailing of two (2) summa canisters to an on-site City official, who will collect two (2) SVE off-gas air samples (as shown/taught initially by Stantec) - one before carbon treatment and one after carbon treatment, as mandated during October 2012 by the UDAQ.....and then 'Overnight' ship/return mail to the lab, as follows: Utah Division of Air Quality/UDAQ-mandated, semi-annual sampling/reporting during Spring and Fall 2015.

STANTEC will also prepare semi-annual, UDAQ *Semi-Annual SVE Off-Gas Summary Letter-Reports* which are separate reports than the ground water LUST reports, with different subject matters and reporting agencies.

Labor	\$3,700-4,000
Expenses (Four [4] totaled - lab, air samples; ~ \$290/sample, plus Stantec's one-way "Overnight" S&H charge of ~ \$35-45/event)	1,230-1,250
	<u>\$4,930-5,250</u>



TASK 2 Conduct three (3) ground water sampling surveys for the existing ground water quality monitoring wells during February, June, and October 2015...and prepare/submit to the UDEQ LUST Ground Water Monitoring Summary Reports

Labor and expenses	\$24,300-25,300
Laboratory, water samples	<u>5,800</u>
	\$30,100-31,100

TASK 3 Coordinate With City, Landfill, and Carbon Drum Supplier for Replacement of One (1) Carbon Drum at the SVE System

Labor	\$500-700
One Carbon Drum w/S&H to site	<u>800-1,100</u>
	\$1,300-1,800

TOTAL COST: \$36,330-38,150

OUT OF SCOPE CONSIDERATIONS

The cost estimate presented in this proposal is based on the Scope of Work outlined herein for activities proposed for implementation at the City of St. George wastewater treatment plant in St. George, Utah. Any other services will be considered out of scope. Cost estimate adjustments must be agreed upon by Stantec and the City of St. George for any item determined to be out of scope, prior to implementation.

Stantec appreciates the opportunity to provide you with this Proposal and Cost Estimate. If you have any questions or concerns, please contact me at (801) 438-2250. Stantec is here to support whatever needs the City of St. George deems necessary.

Respectfully,

Stantec Environmental Consultants, Inc.

Sr. Hydrogeologist, Environmental Risk Manager
Utah-Certified UST Consultant and Professional Geologist

CC: T. Hedrick/ Stantec

DRAFTAgenda Item Number : **3A****Request For Council Action**

Date Submitted 2015-04-13 10:48:28

Applicant Stephan Wade Auto Group

Quick Title Public Hearing, Zone Change, and Ord to Amend the PD-C

Subject Consider a zone change amendment to construct an approximately 20,000 square foot building on property zoned PD-C (Planned Development "Commercial") to accommodate the future development of a Mercedes-Benz Auto Dealership. The property is located at 1792 South Blackridge Dr, 302 and 288 West Hilton Drive. Case No. 2015-ZCA-007 (Staff "John Willis)

Discussion The applicant is requesting an amendment to the existing PD-C, in order to accommodate a Mercedes-Benz Dealership. It is a PD, therefore, the City Council will be reviewing the elevations, site plan, and materials. In addition, they are requesting a sign attached to the building that extends beyond the roof line, which does not conform to current codes. Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation New dealership at this location. Zone change is for a PD-C so the drawings and elevations will be submitted along with colors and building materials. Planning Commission recommended approval.

Action Taken

Requested by John Willis

File Attachments

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PD COMMERCIAL ZONE FOR STEPHEN WADE AUTO GROUP IDEAL AUTOMOTIVE LLC LOCATED AT 1792 SOUTH BLACK RIDGE DR., 302 AND 288 WEST HILTON DR. TO DEMOLISH THREE BUILDINGS, ADD A NEW BUILDING ON 2.22 ACRES

WHEREAS, the property owner has requested a zone change amendment to the PD-C (Planned Development Commercial) zone on 2.22 acres to demolish three existing buildings and to construct a larger one in its place; and

WHEREAS, the City Council held a public hearing on this request on April 16, 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 1792 South Black Ridge Dr., 302 and 288 West Hilton Dr. to demolish three buildings and to add a large building, on 2.22 acres .

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 16th day of April, 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 NEW STEPHEN WADE MERCEDES-BENZ

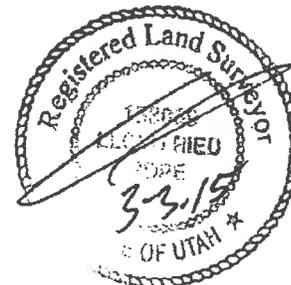
DESCRIPTION OF PARCELS SG-6-3-1-124, SG-6-3-1-126, SG-6-3-1-127 & SG-6-3-1-134 TO BE MERGED

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF DIXIE DRIVE, SAID POINT BEING SOUTH 0°47'55" WEST 1433.67 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" WEST 719.42 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°58'54" WEST 110.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF A 2638.07 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 4°16'44" AND 197.01 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 86°44'22" WEST 78.24 FEET; THENCE NORTH 3°15'38" EAST 183.02 FEET; THENCE SOUTH 84°04'41" EAST 107.82 FEET TO THE POINT OF A 226.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 8°11'45" AND 32.33 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 3°15'38" EAST 20.10 FEET TO A POINT ON A 206.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO RADIUS POINT IS N 2°48'47" W); THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 52°52'34" AND 190.11 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE NORTH 34°18'39" WEST 179.63 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BLACK RIDGE DRIVE, SAID POINT BEING ON A 721.24 FOOT RADIUS CURVE LEFT (BEARING TO RADIUS POINT IS S 81°26'38" E); THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 8°34'05" AND 120.44 FEET ALONG THE ARC OF SAID CURVE TO POINT OF TANGENCY; THENCE SOUTH 1°00'43" EAST 289.56 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" AND 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.

CONTAINING 2.222 ACRES

SUBJECT TO: A 10 FOOT WIDE PUBLIC UTILITIES AND DRAINAGE EASEMENT ALONG THE SOUTH BOUNDARY LINE AND 15 FOOT WIDE PUBLIC UTILITIES AND DRAINAGE EASEMENT ALONG THE EAST BOUNDARY LINE FRONTING PUBLIC STREETS.

By L. Ried Pope, PE, PLS



Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: 3/24/2015

CITY COUNCIL MEETING:

4/16/2015

ZONE CHANGE

Stephen Wade Auto Group – Mercedes Benz Dealership

Case No. 2015-ZCA-007

- Request:** A request to consider a zone change amendment to construct an approximately 20,000 sq. ft. building on the property zoned PD-C (Planned Commercial) zone on 2.22 acres.
- Applicant:** Stephen Wade Auto Group
- Representative:** Mr. Bill Western, Western Design Group
- Location:** The project is located at 1792 South Black Ridge Dr., 302 and 288 West Hilton Dr.
- Acreage:** 2.22 acres
- Current Zone:** PD-C – Southgate Area PD
- General Plan:** COM (Commercial)
- Adjacent zones:** The property is surrounded by PD-C.
- Comments:**

1. The proposal is an amendment to the existing PD-C zone. The use has been approved with the original zone change and the approval will be the site plan, colors, materials, as well as, design. Elevations, colors, and materials.
2. A SPR (Site Plan Review) application (*civil engineering plan set*) shall be submitted and approved by staff.
3. Currently, each parcel has a structure, which is being proposed to be removed. A lot merger and right-of-way abandonment will need to occur, prior to construction.
4. The applicant is proposing a wall sign, which extends beyond the roofline. Per City Ordinance 9-13-4:B.2, wall signs are not permitted to rise above the roofline or parapet wall. However, an applicant may request signage that differs from what is outlined in the sign code as part of the PD approval. The proposed sign is attached to the building and extends approximately sixteen feet (16') above the roofline. According to the applicant, the sign is part of the standard architecture of Mercedes dealerships.

Planning Commission: PC recommends approval of the zone change amendment as presented.

**PD ZONE CHANGE
PLANNED DEVELOPMENT (PD)
APPLICATION & CHECKLIST**



**APPLICATION FOR A ZONE CHANGE AS PROVIDED BY THE
CITY OF ST. GEORGE ZONING ORDINANCE
CITY OF ST. GEORGE, UTAH**

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

LEGAL OWNER(S) OF SUBJECT PROPERTY: STEPHEN WARD ALCO GROUP

MAILING ADDRESS: 150 W. HILTON DRIVE

PHONE: 435-628-9200 CELL: 435-229-0936 FAX: 435-674-1765

APPLICANT: _____
(If different than owner)

MAILING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

EMAIL ADDRESS(ES): RHEBEAL@STEPHENWARD.COM

CONTACT PERSON / REPRESENTATIVE: BILL WESTERN - WESTERN DESIGN GROUP
(i.e. Developer, Civil Engineer, Architect; if different than owner)

MAILING ADDRESS: 11 N. 300 W. WASHINGTON, UT 84780

PHONE: 435-656-1312 CELL: 435-773-7083 FAX: —

EMAIL ADDRESS(ES): BILL@WESTERNARCHITECT.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 and the surrounding areas.) Include a **colored** site plan and **colored** landscape plan, and **colored** elevation drawings (all four sides) suitable for presentations in public meetings. NORTH WEST CORNER OF HILTON DRIVE @
BLACK RIDGE DRIVE

The Zone Change becomes effective on the hearing date if approved by the City Council. A PD (Planned Development Residential Zone) is approved for a period of 18 months only unless building permits have been issued and the project commenced prior to 18 months from the above hearing date.

OFFICE STAFF USE ONLY

CASE #: 2015-ZC-007 FILING DATE: 3/3/15 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



Mercedes-Benz of St. George

Stephen Wade Auto Dealerships proposes to build a new Mercedes-Benz Auto Dealership at the North West corner of Hilton Drive and Black Ridge Drive. The present buildings, Auto Dealer's Building, the old Carpet Barn and the Auto Car Wash will be removed. This dealership will be approximately 20,000 SF and a height of not more than 24' to 28'. The dealership will include new and pre-owned cars sales with a service department with 11 service bays. The building will be constructed out of Steel Framing, concrete block. The exterior finishes will be glass window walls, ACM silver and black finishes and light grey colored E.F.I.S.



Google earth

feet
meters

1000
300





Subject Properties



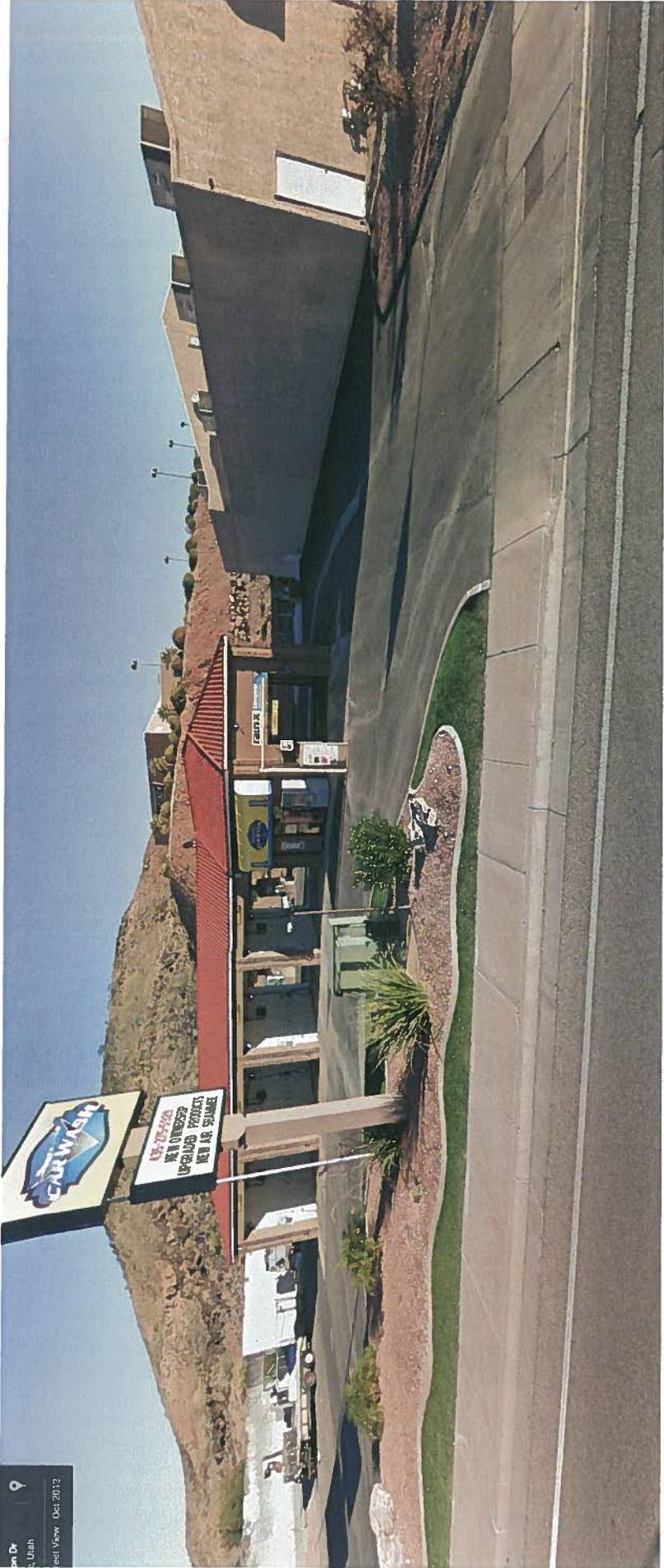






885 Hilborn Dr
Geary, Mich
Street View Oct 2012





DRAFTAgenda Item Number : **3B**

Request For Council Action

Date Submitted 2015-04-07 15:57:14**Applicant** Stephen Wade - Ried Pope, L&R Pope Engineering**Quick Title** Public Hearing/Ordinance - Public Street Vacation**Subject** Consider vacating a Public Street/ROW located at the rear of the property of 324 West and 302 West Hilton Drive.**Discussion** This portion of the Public Street/ROW was the old alignment of Indian Hills Drive/Tonaquint Drive. Other portions of this old alignment were vacated years ago and this is a clean-up item to vacate the rest of the road that is no longer in use.**Cost** \$0.00**City Manager Recommendation** Any abandonment and deed of this right of way should be to adjacent property owners unless it is proven that one property owner dedicated the entire parcel. May have some disagreement between the property owners here.**Action Taken****Requested by** Todd Jacobsen**File Attachments** [Indian Hills Tonaquint.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Indian Hills Tonaquint.pdf](#)

ITEM 4B

Vacate Public Street/ROW

PLANNING COMMISSION AGENDA REPORT: 04/14/2015

VACATE PUBLIC STREET/ROW

Old Alignment of Indian Hills Dr./Tonaquint Dr.

Case No. 2015-LRE-015

- Request:** Approval to vacate the remainder of a Public Street/Right-of-way
- Representative:** Ried Pope, L.R. Pope Engineering
1240 East 100 South #15-B
St. George, UT 84790
- Property:** Located at the rear property of 324 West and 302 West Hilton Drive
- Zone:** PD-C
- Staff Comments:** This portion of the Public Street/ROW was the old alignment of Indian Hills Drive/Tonaquint Drive. Other portions of this old alignment were vacated years ago and this is a clean-up item to vacate the rest of the road that is no longer in use.
- All aspects of this Public Street/ROW were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.
- This Public Street/ROW is ready for Planning Commission's consideration for approval.



Public Street Vacation

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

March 31, 2015

DRAFT

Agenda Item Number : **3C**

Request For Council Action

Date Submitted 2015-04-07 15:55:13

Applicant City of St. George & Rosenberg Associates

Quick Title Public Hearing/Ordinance - Public Street Vacation

Subject Consider the vacation of a Public Street/ROW for 200 East Street (located near the Dixie Center).

Discussion This portion of the Public Street/ROW is not improved and there are no future plans to improve it. Clean up item.

Cost \$0.00

City Manager Recommendation Housekeeping item to vacate previously platted property to adjacent property owners which one would be the City.

Action Taken

Requested by Todd Jacobsen

File Attachments [200 East Street.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [200 East Street.pdf](#)

ITEM 4A Vacate Public Street/ROW

PLANNING COMMISSION AGENDA REPORT: 04/14/2015

VACATE PUBLIC STREET/ROW

200 East Street

Case No. 2015-LRE-011

- Request:** Approval to vacate the remainder of a Public Street/Right-of-way
- Representative:** Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790
- Property:** Located at 200 East between Blocks 10 & 11 of the Jesse W. Crosby Entry (approximately between 1600 and 1670 South)
- Zone:** C-3
- Staff Comments:** This portion of the Public Street/ROW is not improved and there are no future plans to improve it.
- All aspects of this Public Street/ROW were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.
- This Public Street/ROW is ready for Planning Commission's consideration for approval.

N 89°05'44" W 550.56'

NORTH QUARTER CORNER
SECTION 6
T43S, R15W SLB & M
(FOUND 1997 COUNTY GAP)

GARY W.
CARTER LTD

SOUTH
284.10'

P.O.B.

66.0' ROADWAY
TO BE ABANDON

CITY OF ST.
GEORGE

GARY W.
CARTER LTD

FIERO
ENTERPRISES
LIMITED
PARTNERSHIP

270 EAST STREET

1670 SOUTH STREET



DATE: 3/24/08
JOB NO.: 1516-5-002
DRAWN BY: BEA
DESIGNED BY: BEA
SCALE: HTS
DWD: SURVEY-405

DATE	REVISIONS

ROSENBERG
A S S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS

385 East Riverside
Drive, Suite 414 3F
Georgetown, Utah 84790
Ph: (435) 573-8588
F: (435) 573-8597
www.rosberg.com

EXHIBIT MAP
FOR
200 EAST ABANDONMENT

SHEET
1
OF 1 SHEETS



Public Street Vacation

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

March 31, 2015

DRAFT

Agenda Item Number : **3D**

Request For Council Action

Date Submitted 2015-04-07 15:51:28

Applicant Bobby Pendle & Mike Draper - Rosenberg Associates

Quick Title Public Hearing/Ordinance - Easement Vacation

Subject Consider vacating a Public Utility and Drainage Easement located between two Lots in the Ledges development.

Discussion The purpose of this Easement Vacation/Lot Merger (Final Plat Amendment) is to merge Lot 533 and Lot 802 together into one lot so the owner can build a pool house on Lot 802, south of the existing pool located on Lot 533 with the residence.

Cost \$0.00

City Manager Recommendation Property owner wants to combine two lots into one. Recommend approval as it is one owner.

Action Taken

Requested by Todd Jacobsen

File Attachments [Easement Vacation - Ledges.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Easement Vacation - Ledges.pdf](#)

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

ORDINANCE NO. _____

Tax ID: SG-LOSG-5-533 & SG-LOSG-8-802

VACATING A PUBLIC UTILITIES AND DRAINAGE EASEMENT

WHEREAS, a petition has been received by this Council requesting that a portion of an existing Public Utilities and Drainage Easement belonging to the City of St. George be vacated. The easement is recorded as Documents #20060016178 and #20070008494, and is located between Lot 533 and Lot 802 of The Ledges of St. George Phase 5 and Phase 8, respectively, more particularly described in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, the owner of the property traversed by the easement, as well as the City, have consented to this vacation; and

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

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

The easement described in 'Exhibit A' is hereby vacated.

This ordinance shall become effective immediately upon adoption and recordation in executed form in the Office of the Washington County Recorder.

APPROVED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 2015.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:



Victoria H. Hales, Assistant City Attorney

EXHIBIT "A"

A portion of two adjacent 7.5 foot wide public utility and drainage easements along the lot line common to Lot 533, The Ledges of St. George Phase 5 as platted with Instrument No. 20060016178 and Lot 802, The Ledges of St. George Phase 8 as platted with Instrument No. 20070008494, said portion being more particularly described as follows:

Beginning at a point on the lot line common to said Lots 533 and 802, said point being South 88°40'34" East 725.89 feet along the section line, North 280.56 feet to the Southwest corner of Lot 533 and South 77°40'58" East 7.53 feet along the lot line from the North Quarter Corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base & Meridian, and running;

Thence North 17°31'01" East 7.53 feet;
thence South 77°40'58" East 81.10 feet;
thence North 89°46'56" East 73.23 feet;
thence South 07°44'40" East 12.47 feet;
thence South 62°53'12" East 5.74 feet;
thence South 89°46'56" West 81.61 feet;
thence North 77°40'58" West 84.12 feet;
thence North 17°31'01" East 7.53 feet to the Point of Beginning.

Containing 2,371 Square Feet or 0.054 acres.

ITEM 3C

Easement Vacation/Lot Merger

PLANNING COMMISSION AGENDA REPORT: 04/14/2015

Easement Vacation/Lot Merger (Amended Final Plat)

Lot 533 & Lot 802 of The Ledges of St. George Phase 5 & Phase 8, respectively

Case No. 2015-LRE-013

Request: Approval of an Easement Vacation/Lot Merger (Final Plat Amendment)

Representative: Michael Draper, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

Property: Located at 2181 West Long Sky Drive (Ledges Development)

Zone: PD-R

Staff Comments: Even though this is prepared on a recordable document and not prepared on a Final Plat Mylar the process for approval is that this is a Final Plat Amendment. This is because these lots are part of a recorded subdivision Final Plat and requires it to go through the same process. The purpose of this Easement Vacation/Lot Merger (Final Plat Amendment) is to merge Lot 533 and Lot 802 together into one lot so the owner can build a pool house on Lot 802, south of the existing pool located on Lot 533 with the residence.

All aspects of this Easement Vacation/Lot Merger (Final Plat Amendment) were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

This Easement Vacation/Lot Merger (Final Plat Amendment) is ready for Planning Commission's consideration for approval.

RECORD OF SURVEY / LOT MERGER
PENDING EXCAVATION
PREPARED AT THE REQUEST OF

ROSENBERG ASSOCIATES
CIVIL ENGINEERS - LAND SURVEYORS

DATE	11/11/11
BY	J. ROSENBERG
CHECKED BY	J. ROSENBERG
SCALE	AS SHOWN
PROJECT	LOT MERGER
CLIENT	1111

NOTHING HEREIN INTENDING TO CONVEY ANY RIGHTS OR INTERESTS IN REAL ESTATE
EXCEPT AS SHOWN ON THE SURVEY AND THE SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT, R.S. 48:151, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF MISSISSIPPI.

THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND CORRECT.

THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND CORRECT.

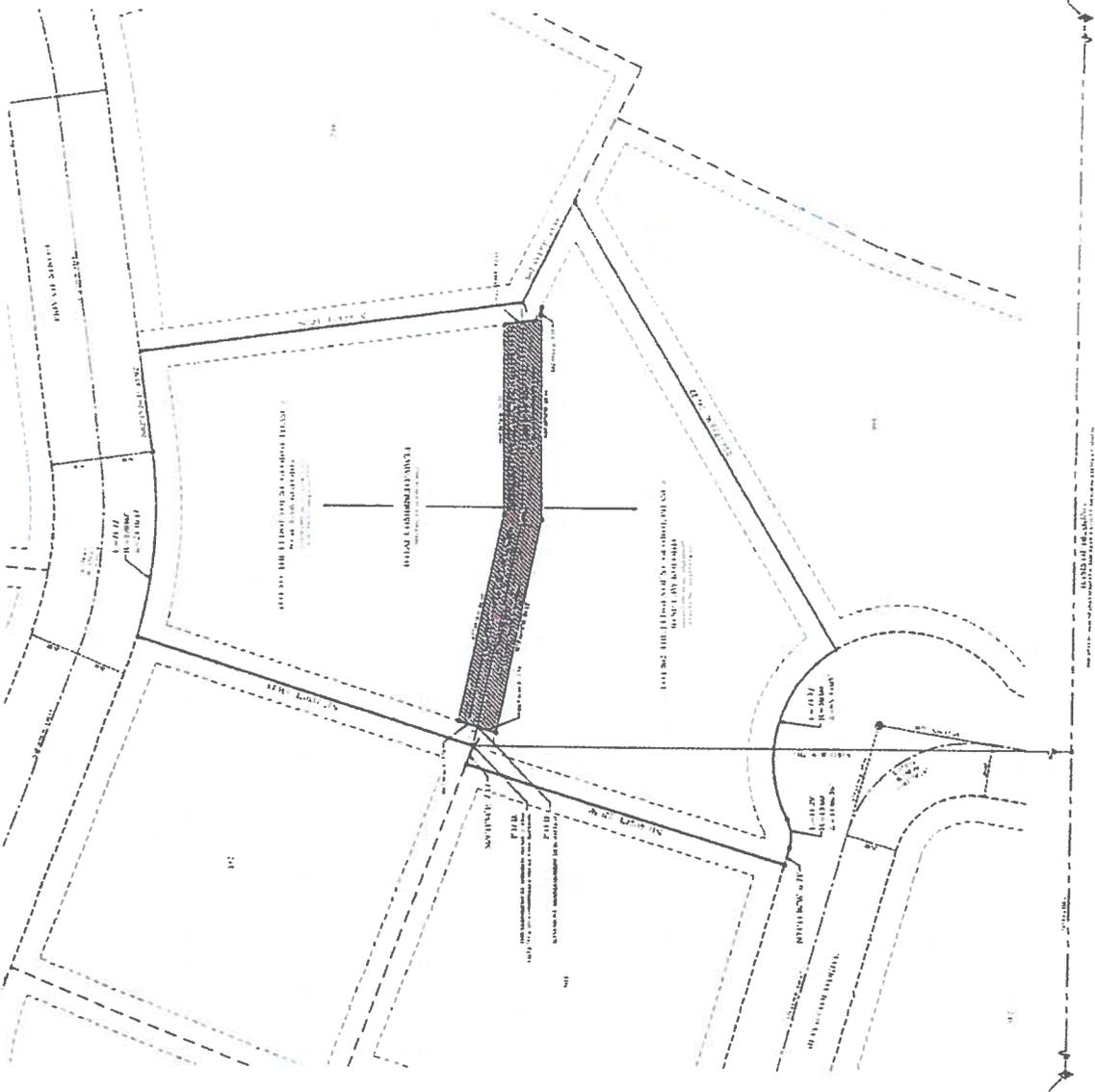
THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND CORRECT.

THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND CORRECT.

THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND CORRECT.



THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND CORRECT.





Easement Vacation Lot 533 and Lot 802



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

March 17, 2015

DRAFTAgenda Item Number : **3E****Request For Council Action****Date Submitted** 2015-04-07 15:49:03**Applicant** Brandon Anderson - Rosenberg Associates**Quick Title** Public Hearing/Ordinance - Easement Vacation**Subject** Consider vacating a Public Utility Easement locate between two existing Lots located in the Castle Rock Subdivision Phase 2.**Discussion** The purpose of this easement vacation is to allow the two lots to be merged together into one lot. Because this is located within a recorded Subdivision Final Plat this is also considered a Final Plat Amendment. Because these two lots are owned by the same person it does not require public notice or a public hearing, but it does require public notice and a public hearing at City Council because of the easement vacation.**Cost** \$0.00**City Manager Recommendation** Two lots into one. Recommend approval.**Action Taken****Requested by** Todd Jacobsen**File Attachments** [Easement Vacation Castle Rock.pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [Easement Vacation Castle Rock.pdf](#)

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

ORDINANCE NO. _____

Tax ID: SG-CRS-2-154 & SG-CRS-2-155

VACATING A PUBLIC UTILITIES AND DRAINAGE EASEMENT

WHEREAS, a petition was received by this Council requesting that a portion of an existing Public Utilities and Drainage Easement belonging to the City of St. George be vacated. The easement is recorded as Document #894409, and is located between Lots 154 and 155 of Castle Rock Subdivision Phase 2, more particularly described in Exhibit A, and incorporated by this reference; and

WHEREAS, the owner of the property traversed by the easement, as well as the City, have consented to this vacation; and

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

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

The easement described in 'Exhibit A' is hereby vacated.

This ordinance shall become effective immediately upon adoption and recordation in executed form in the Office of the Washington County Recorder.

APPROVED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 2015.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

V. H. Hales 4/15/15

Victoria H. Hales, Assistant City Attorney

Exhibit A
15' Public Utility & Drainage Easement Vacatation

All of that 15' Public Utility and Drainage Easement located between Lots 154 & 155 of CASTLE ROCK SUBDIVISION - PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of UTAH.

Beginning at a point being South 18°57'23" East 9.25 feet along the easterly line of Lot 152, CASTLE ROCK SUBDIVISION – PHASE 2 and North 71°02'37" East 7.50 feet from the Northeast Corner of Lot 152, CASTLE ROCK SUBDIVISION – PHASE 2, and running

thence North 18°57'23" West 15.33 feet;

thence North 82°58'46" East 98.32 feet;

thence southerly 15.00 feet along an arc of a 213.29 foot radius curve to the right (center bears South 81°11'39" West, long chord bears South 06°47'27" East 15.00 feet with a central angle of 04°01'49");

thence South 82°58'46" West 95.09 feet to the Point of Beginning.

ITEM 3A
Easement Vacation/Lot Merger
(Amended Final Plat)

PLANNING COMMISSION AGENDA REPORT: 04/14/2015

Easement Vacation/Lot Merger (Amended Final Plat)
Lots 154 & 155 of Castle Rock Subdivision Phase 2
Case No. 2015-LRE-010

Request: Approval of an Easement Vacation/Lot Merger (Amended Final Plat)

Representative: Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

Property: Located at Broken Bow Dr. and Cascade Canyon Cir.

Zone: R-1-10

Staff Comments: The purpose of this easement vacation is to allow the two lots to be merged together into one lot. Because this is located within a recorded Subdivision Final Plat this is also considered a Final Plat Amendment. Because these two lots are owned by the same person it does not require public notice or a public hearing, but it does require public notice and a public hearing at City Council because of the easement vacation.

All aspects of this Easement Vacation/Lot Merger (Final Plat Amendment) were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

This Easement Vacation/Lot Merger (Final Plat Amendment) is ready for Planning Commission's consideration for approval.

DRAFTAgenda Item Number : **3F****Request For Council Action**

Date Submitted 2015-04-07 15:46:51

Applicant Matt Loo - City of St. George

Quick Title Public Hearing/Ordinance - Final Plat Vacation

Subject Consider vacating the Final Plat for "Hilltop at Sunset" a 10 Unit Commercial Condominium Subdivision

Discussion This request is to be meet the requirements of building a pantry to the east of the existing Switchpoint building. Currently there are two Lots that are separate from each other and by vacating this Final Plat we can merge the two lots together into one lot.

Cost \$0.00

City Manager Recommendation Allow the City to merge two lots into one at Switchpoint to allow construction of a pantry on one lot.Recommend approval.

Action Taken

Requested by Todd Jacobsen

File Attachments [Hilltop at Sunset.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Hilltop at Sunset.pdf](#)

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

ORDINANCE NO. _____

**AN ORDINANCE VACATING 'HILLTOP AT SUNSET' SUBDIVISION
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH**

WHEREAS, the City of St. George City Council approved the final plat HILLTOP AT SUNSET Subdivision on August 15, 1996 which was recorded in the Washington County Recorder's Office as document number 005491912, more particularly described in Exhibit A, and incorporated herein; and

WHEREAS, the owner of the real property within HILLTOP AT SUNSET Subdivision has petitioned the City of St. George City Council to vacate HILLTOP AT SUNSET Subdivision in its entirety; and

WHEREAS, the owner of HILLTOP AT SUNSET Subdivision has changed the use of the property, and it no longer constitutes a condominium; and

WHEREAS, the City Council has determined that vacation of HILLTOP AT SUNSET Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT RESOLVED, by the City of St. George City Council that HILLTOP AT SUNSET Subdivision, without limitation, all lots, dedicated easements, and common areas, as more fully described and depicted in the attached Exhibit A, is hereby vacated.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

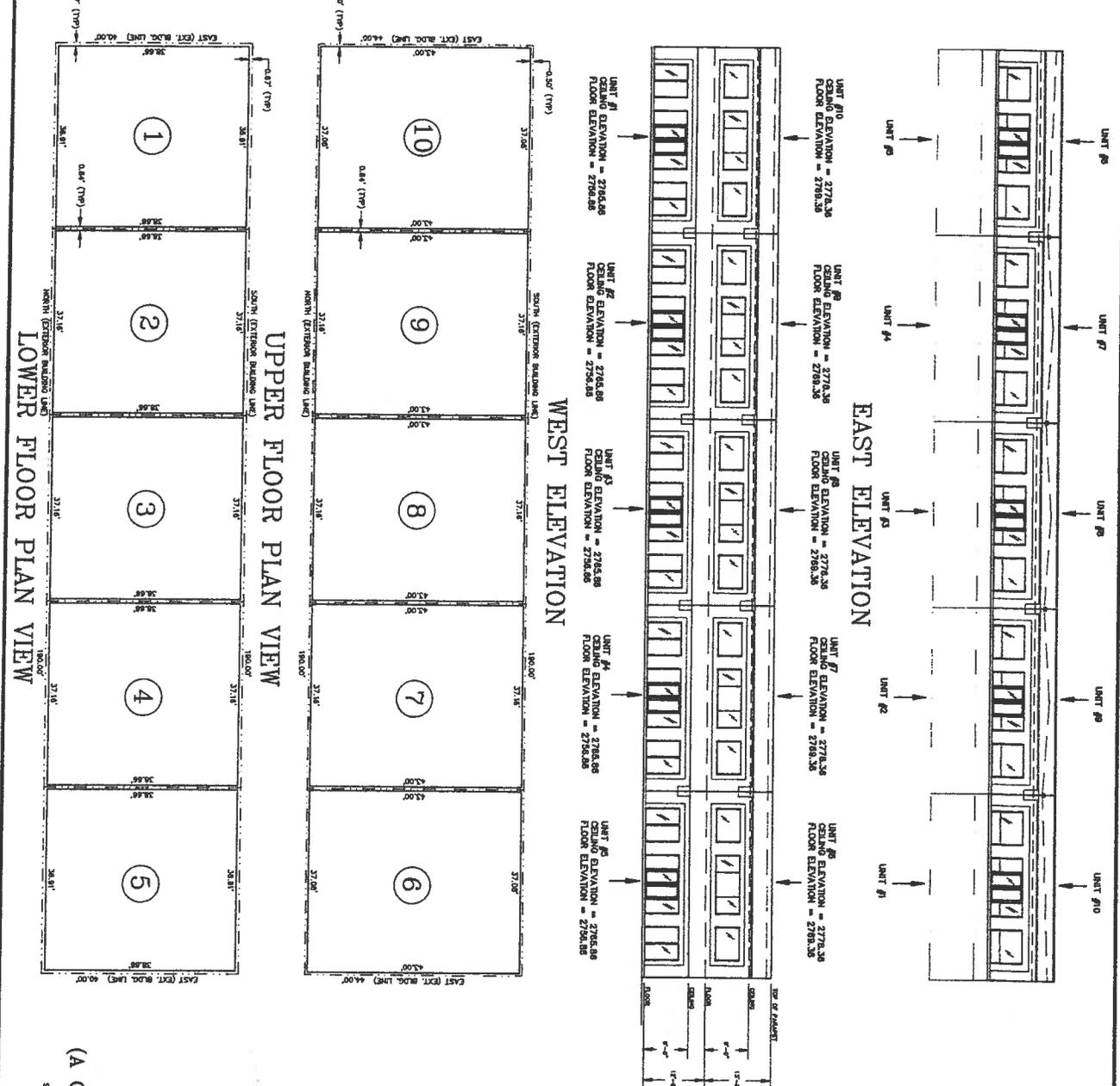


Victoria H. Hales, Assistant City Attorney

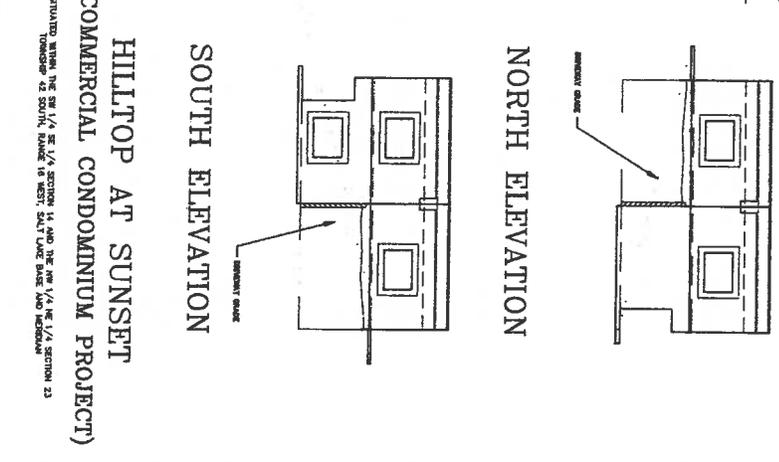
Exhibit A

Boundary Description

Beginning at a point which lies N 89°28'15" E 837.92 Feet along the section line and North 0.77 Feet from the South Quarter Corner of Section 14, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point being also on the east right of way line of 1300 West Street, and running thence N 76°35'30" E 190.72 feet; thence South 263.33 feet; thence S 76°35'30" W 190.72 Feet to a point on said east right of way line of 1300 West Street; thence North 263.33 Feet along said right of way to the point of beginning. Contains 48,853 square feet.



ELEVATION BENCH MARK
 SOUTH EAST CORNER
 SECTION 14 T42S, R16W,
 S188M EL. 2876.86



ITEM 2 Vacate Final Plat

PLANNING COMMISSION AGENDA REPORT: 04/14/2015

VACATE FINAL PLAT

Hilltop at Sunset

Case No. 2015-LRE-009

Request: Approval to vacate a 10 Unit Commercial Condominium Final Plat

Representative: Matt Loo, City of St. George
175 N. 200 E.
St. George, UT 84765

Property: Located at 948 North 1300 West (Switchpoint Resource Center)

Zone: C-3

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

This Final Plat Vacation is ready for Planning Commission's consideration for approval.

DRAFTAgenda Item Number : **3G****Request For Council Action**

Date Submitted	2015-03-23 10:15:30
Applicant	City of St. George
Quick Title	CDBG Public Hearing
Subject	Public input of needs in the community which may be addressed through CDBG funded activities for program year 2015-2016.
Discussion	Public Hearing to receive comments from the general public relating to ongoing needs within the community which may be addressed through the Community Development Block Grant(CDBG)program from HUD for program year 2015-2016. (No action is required at this time, simply listening to public input.)
Cost	\$0.00
City Manager Recommendation	A hearing to receive public comment on ways to spend our Community Development Block grant funds for fiscal year 2015-2016. No action required for this item.
Action Taken	
Requested by	Karen Christensen -
File Attachments	<u>CDBG Public Hearing on Community Needs 2015.doc</u>
Approved by Legal Department?	
Approved in Budget?	Amount:
Additional Comments	
Attachments	<u>CDBG Public Hearing on Community Needs 2015.doc</u>

Public Hearing for Public Input on CDBG Program

CITY COUNCIL AGENDA REPORT:

Request: A Public Hearing to receive comments from the general public relating to ongoing needs within the community which might be addressed through Community Development Block Grant (CDBG) or other available HUD funding. No action is required at this time, simply listening to public input.

Applicant: St. George City

Representative: CDBG Administrator

Comments: This meeting is to receive public comments and input on needs of the community which can be addressed with CDBG funded activities. The future schedule of meetings and activities which are part of the Year 2015 CDBG funding cycle includes:

April 2015

City Council review and determination of funding allocations.

May 2015

City Council Public Hearing on Annual Action Plan.

July 1, 2015

Funding available for use.

Background:

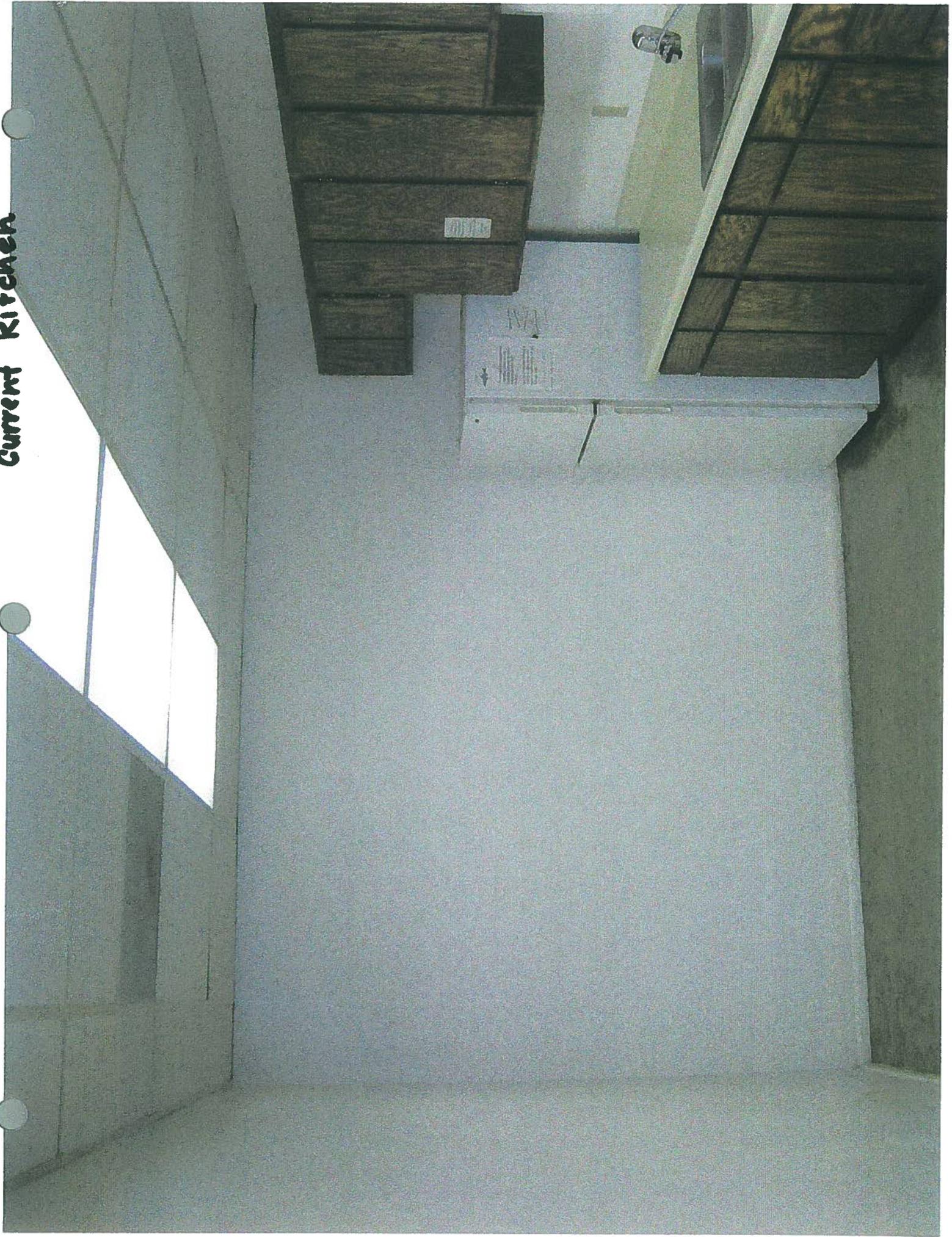
The Community Development Block Grant (CDBG) Program was authorized in 1974, and is administered by the Department of Housing and Urban Development (HUD). Through a formula based largely on the median household income of an area, an annual congressional allotment is distributed to each state, as well as qualifying Metropolitan Planning Organizations (MPOs), counties and cities. Cities with a population of 50,000 residents receive their own individual funding, whereas cities with a lesser population are sub-recipients to an otherwise qualifying jurisdiction. CDBG funding does not require matching funds from the City and allows up to 20% of the allocated funding to be used for administration of the program.

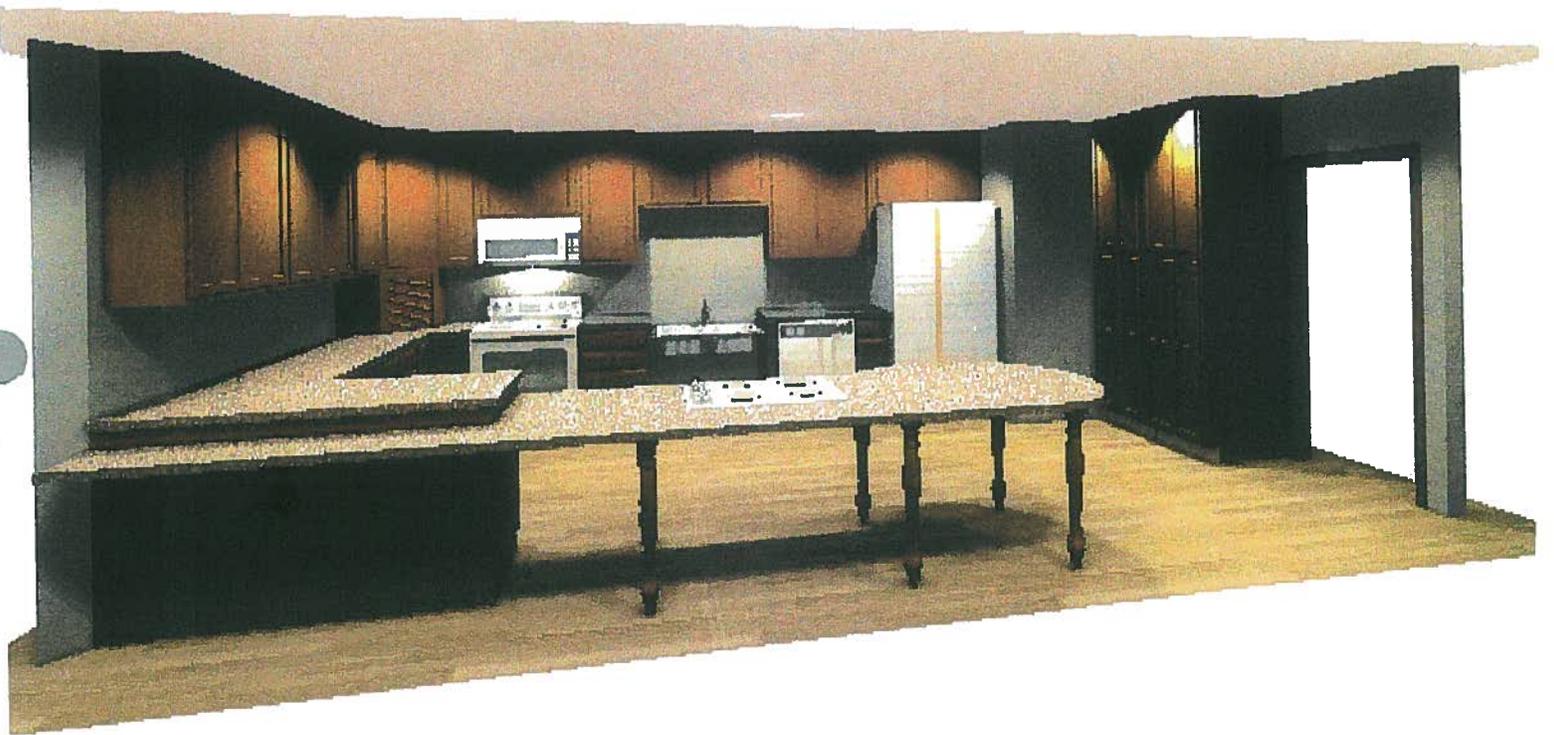
The CDBG program's primary objective is to allow a more local determination in the distribution of federal money toward the development of what are termed viable urban communities. The determined means to achieve the objective is by providing, principally for persons of low and moderate income, the following:

- Decent housing;
- A suitable living environment; and
- Expanded economic opportunities.

To achieve these goals, the CDBG statute and regulations set forth eligible activities and the national objectives that each selected activity must meet. The recipients of CDBG funds (grantees) are charged with ensuring that these requirements are met.

Current Kitchen





Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.



Designed: 4/24/20
Printed: 4/27/20

4050484f

All

Drawing

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

Date Submitted 2015-04-09 13:38:12

Applicant Water Services Dept

Quick Title Municipal Wastewater Planning Program Resolution

Subject Resolution accepting the Municipal Wastewater Planning Program Self- Assessment Report for 2014

Discussion The Utah Department of Environmental Quality requires all Publicly Owned Treatment Works (POTW) to submit an annual self-assessment report. The report system condition, overflows, development planning, O&M, and operator certifications. The DEQ requires that the report be reviewed and accepted by resolution.

Cost \$0.00

City Manager Recommendation Annual report for State regarding our Wastewater treatment efforts. Self evaluation. Think we passed.

Action Taken

Requested by Scott Taylor

File Attachments [MWPP Self-Assessment Report 2014.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [MWPP Self-Assessment Report 2014.pdf](#)

**CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____**

**A RESOLUTION APPROVING THE
MUNICIPAL WASTEWATER PLANNING PROGRAM**

WHEREAS, The Municipal Wastewater Planning Program Report for 2014 has been reviewed; and

WHEREAS, the City has taken appropriate actions necessary to maintain effluent requirement contained in the Utah Pollutant Discharge Elimination System (UPDES).

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council that The City of St. George Water Services inform the Utah Department of Environmental Quality Division of Water Quality that the above actions were taken.

PASSED AND ADOPTED by the City Council of the City of St. George this _____ day of _____, 2015

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

STATE OF UTAH

MUNICIPAL WASTEWATER PLANNING PROGRAM

SELF-ASSESSMENT REPORT

FOR

ST. GEORGE

2014



Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: ST. GEORGE

Name and Title of Contact Person:

Ben Ford

Wastewater Manager

Phone:

(435) 627-4250

E-mail:

ben.ford@sgcity.org

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

Form completed by

Jason Crow

Part I: SYSTEM AGE

A. What year was your collection system first constructed (approximately)?

Year 1932

B. What is the oldest part of your present system?

Oldest part 83 years

Part II: BYPASSES

A. Please complete the following table:

Question	Number	Points Earned	Total Points
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?	1	0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	5
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals)	0	0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
TOTAL PART II =			5

B. The Utah Sewer Management Program defines sanitary sewer overflows into two classes. Below include the number of SSOs that occurred in 2014:

Number of Class 1 SSOs in Calendar year 2014 1

Number of Class 2 SSOs in Calendar year 2014 1

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) effects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

Class 2 – a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Part II: BYPASSES (cont.)

C. Please specify whether the SSOs were caused a contract or tributary community, etc.

The overflow was caused by a test ball
that was left in the sewer line by a contractor

Part III: NEW DEVELOPMENT

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10-20%)?	No = 0 points Yes = 10 points	0
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2-3 years, such that either flow or BOD ₅ loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
TOTAL PART III =		0

B. Approximate number of new residential sewer connections in the last year

647 new residential connections

C. Approximate number of new commercial/industrial connections in the last year

122 new commercial/industrial connections

D. Approximate number of new population serviced in the last year

1,812 new people served

Part IV: OPERATOR CERTIFICATION

A. How many collection system operators are currently employed by your facility?

15 collection system operators employed

B. What is/are the name(s) of your DRC operator(s)?

Jason Crow
Bill Doney
Travis Shelley

C. You are required to have the collection DRC operator(s) certified at Grade IV

What is the current grade of the DRC operator(s)? IV

D. State of Utah Administrative Rules requires all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

Not Certified	<u>1</u>
Small Lagoons	<u> </u>
Collection I	<u>1</u>
Collection II	<u> </u>
Collection III	<u>3</u>
Collection IV	<u>10</u>

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	0
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
TOTAL PART IV =		0

Part V: FACILITY MAINTENANCE

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	0
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	0
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	0
Do you have a written safety plan?	Yes = 0 points No = 20 points	0
TOTAL PART V =		0

Part VI: SSMP EVALUATION

A. Has your system completed its Sewer System Management Plan (SSMP)?

Yes X NO _____

B. If the SSMP has been completed then has the SSMP been public noticed?

No _____ Yes, included date of public notice April 3, 2015

C. Has the SSMP been approved by the permittee's governing body at a public meeting?

Yes X NO _____

D. During the annual assessment of the operation and maintenance plan were any adjustments needed based on the performance of the plan?

No X If yes, what components of the plan were changed (i.e. line cleaning, CCTV inspections and manhole inspections and/or SSO events)

Part VI: SSMP EVALUATION (cont.)

E. During 2014 was any part of the SSMP audited as part of the five year audit?

No X

If yes, what part of the SSMP was audited and were changed made to the SSMP as a result of the audit? _____

F. Has your system completed its *System Evaluation and Capacity Assurance Plan (SECAP)* as defined by the Utah Sewer Management Program?

Yes _____ NO X *currently in process*

The following are required completion dates that the SSMP and SECAP based on population. The SSMP and SECAP must be public noticed and approved by the permittee's governing body in order to be considered complete.

Program	Population				
	< 2,000	2,000 - 3,500	3,501 - 15,000	15,001 - 50,000	> 50,000
SSMP	3-31-16	3-31-16	9-30-15	3-31-15	9-30-14
SECAP	Optional	9-30-17	9-30-16	3-31-16	9-30-15

SSMP Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Signatory Official

Date

Print Name of Signatory Official

Title

The signatory official is the person authorized to sign permit documents, per R317-8-3.4.

Part VII: SUBJECTIVE EVALUATION

This section should be with the system operators.

A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

Sewer lift stations are well maintained and in good working order. Collection system has adequate capacity and is overall in good condition.

B. What sewerage system improvements does the community have under consideration for the next 10 years?

- Outfall line inspections and evaluations.
- Upsize sections of trunk lines.
- Re-line segment of older clay lines.

C. Explain what problems, other than plugging have you experienced over the last year

Odor complaints.

D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

Yes. We are working on updating the system master plan. We coordinate with developers and the joint utility committee.

E. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS X SOMETIMES _____ NO _____

If they do, what percentage is paid?

approximately 100 %

**Municipal Wastewater Planning Program (MWPP)
Mechanical Plant Section**

Owner Name: *ST. GEORGE*

Name and Title of Contact Person:

Ben Ford

Wastewater Manager

Phone:

(435) 627-4250

E-mail:

ben.ford@sgcity.org

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

Form completed by

Ben Ford / Eric Richins

Part I: INFLUENT INFORMATION

A. Please update (if needed) the average design flow and average design BOD₅ and TSS loading for your facility.

	Average Design Flow (MGD)	Average Design BOD ₅ Loading (lbs/day)	Average Design TSS Loading (lbs/day)
Design Criteria	17	35,480	39,010
90% of the Design Criteria	15.3	31,932	35,109

B. Please list the average monthly flows in millions of gallons per day (MGD) and BOD₅ and TSS loadings in milligrams per liter (mg/L) *received* at your facility during 2014. (Calculate the BOD₅ and TSS loadings in pounds per day (lbs/day)).

Month	(1) Average Monthly Flow (MGD)	(2) Average Monthly BOD ₅ Concentration (mg/L)	(3) Average BOD ₅ Loading (lbs/day) ¹	(4) Average Monthly TSS Concentration (mg/L)	(5) Average TSS Loading (lbs/day) ²
January	8.83	230	16,937	251	18,484
February	8.84	238	17,546	251	18,505
March	8.94	235	17,521	250	18,639
April	9.23	232	17,858	247	19,013
May	8.82	226	16,264	235	17,286
June	8.56	222	15,849	247	17,633
July	8.47	209	14,764	230	16,247
August	8.90	187	13,880	246	18,260
September	8.15	161	10,943	185	12,575
October	9.26	196	15,137	238	18,380
November	9.08	214	16,206	226	17,114
December	8.55	218	15,545	218	15,545
Average	8.80	214	15,734	235	17,307

¹ BOD₅ Loading (3) = Average Monthly Flow (1) x Average Monthly BOD₅ Concentration (2) x 8.34
² TSS Loading (5) = Average Monthly Flow (1) x Average Monthly TSS Concentration (4) x 8.34

Part I. INFLUENT INFORMATION (cont.)

C. Refer to the information in A & B to determine a point value for your facility. Please enter the points for each question in the blank provided.

Question	Number	Points Earned	Total Points
How many times did the average monthly flow (Part B., Column 1) to the wastewater facility exceed 90% of design flow?	0	0 = 0 points 1 - 2 = 10 points 3 - 4 = 20 points 5 or more = 30 points	0
How many times did the average monthly flow (Part B., Column 1) to the wastewater facility exceed the design flow?	0	0 = 0 points 1 - 2 = 20 points 3 - 4 = 40 points 5 or more = 60 points	0
How many times did the average monthly BOD ₅ loading (Part B., Column 3) to the wastewater facility exceed 90% of the design loading?	0	0-1 = 0 points 1 - 2 = 10 points 3 - 4 = 20 points 5 or more = 30 points	0
How many times did the average monthly BOD ₅ loading (Part B., Column 3) to the wastewater facility exceed the design loading?	0	0 = 0 points 1 - 2 = 20 points 3 - 5 = 40 points 5 or more = 60 points	0
TOTAL PART I =			0

Part II: EFFLUENT INFORMATION

A. Please list the average monthly BOD₅, TSS, Ammonia (NH₃), monthly maximum Cl₂, minimum monthly DO, and 30-day geometric averages for Fecal and Total Coliform, or E-Coli produced by your facility during 2014.

Month	(1) BOD ₅ (mg/L)	(2) TSS (mg/L)	(3) Fecal Coliform (#/100 mL)	(4) Total Coliform (#/100 mL)	(5) E-Coli	(6) Cl ₂ (mg/L)	(7) DO (mg/L)	(8) NH ₃ (mg/L)
	Whole Numbers Only					One Decimal Place Only		
January	3	5			2		9.0	0.4
February	3	4			2		8.9	0.6
March	3	4			2		8.6	0.3
April	3	4			2		8.6	0.9
May	2	3			4		8.4	0.1
June	3	4			27		8.2	0.1
July	4	4			6		7.9	0.1
August	3	4			2		7.9	0.1
September	3	5			3		7.9	0.1
October	3	5			11		8.1	0.4
November	3	5			8		8.8	0.1
December	3	5			5		9.1	0.3
Average	3	4			6		8.5	0.3

B. Please list the monthly average permit limits for the facility in the blanks below.

	BOD ₅ (CBOD ₅) (mg/L)	maximum Cl ₂ (mg/L)	NH ₃ (mg/L)	minimum DO (mg/L)
Monthly Permit Limit	17.0	N/A	3.2	5.5
80% of the Permit Limit	13.6	N/A	2.6	6.6

Part II: EFFLUENT INFORMATION (cont.)

C. Refer to the information in A & B and your operating reports to determine a point values for your facility.

Question	Number	Points Earned	Total Points
How many months did the effluent BOD ₅ (CBOD ₅) exceed 80% of monthly permit limit?	0	0 - 1 = 0 points 2 = 5 points 3 = 10 points 4 = 15 points 5 or more = 20 points	0
How many months did the effluent BOD ₅ (CBOD ₅) exceed the monthly permit limits?	0	0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	0
How many months did the effluent TSS exceed 20 mg/L?	0	0 - 1 = 0 points 2 = 5 points 3 = 10 points 4 = 15 points 5 or more = 20 points	0
How many months did the effluent TSS exceed 25 mg/L?	0	0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	0
How many times did the Cl ₂ exceed permit limit?	N/A	0 = 0 points 1 - 2 = 15 points 3 or more = 30 points	N/A
How many times did the NH ₃ exceed permit limits?	0	0 = 0 points 1 - 2 = 15 points 3 or more = 30 points	0
How many times did the DO not meet permit limit?	0	0 = 0 points 1 - 2 = 15 points 3 or more = 30 points	0
How many months did the 30-day fecal coliform exceed 200 #/100 mL?	0	0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	0
How many months did the 30-day total coliform exceed 2,000 #/100 mL?	0	0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	0
How many months did the 30-day E-coli exceed 126 #/100 mL?	0	0 = 0 points 1 - 2 = 20 points 3 or more = 40 points	0
TOTAL PART II =			0

Part III: FACILITY AGE

In what year were the following process units constructed or underwent a major upgrade? To determine a point score subtract the construction or upgrade year from 2014.

Points = Age = Present Year - Construction or Upgrade Year.

Enter the calculated age below.

If the point total exceeds 20 points, enter only 20 points.

Unit Process	Current Year	Construction or Last Upgrade Year	Age = Points
Headworks	2014	2012- New Screens	2
Primary Treatment	2014	N/A	N/A
Secondary Treatment	2014	1998	16
Solids Handling	2014	1998	16
Disinfection	2014	1998	16
TOTAL PART III (not greater than 20) =			20

Part IV: BYPASSES

Please complete the following table:

Question	Number	Points Earned	Total Points
How many days in the past year was there a bypass or overflow of untreated wastewater due to high flows?	1	0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points 4 = 20 points 5 or more = 25 points	5
How many days in the last year was there a bypass or overflow of untreated wastewater due to equipment failure?	0	0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points 4 = 20 points 5 or more = 25 points	0
TOTAL PART IV =			5

Part V: SOLIDS HANDLING

A. Please complete the following table:

Current Disposal Method (check all that apply)	Points Earned	Total Points
Landfill	Class B = 0 points < Class B = 50 points	0
Land Application	Site Life 0 - 5 years = 20 points 5 - 10 years = 10 points 10+ years = 0 points	N/A
Give Away/Distribution and Marketing	Class A = 10 points Class B = 20 points	N/A
TOTAL PART V =		0

Part VI: NEW DEVELOPMENT

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)?	No = 0 points Yes = 10 points	0
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2- 3 years, such that either flow or BOD ₅ loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
Have you experienced any upset due to septage haulers?	No = 0 points Yes = 10 points	0
TOTAL PART VI =		0

Part VI: NEW DEVELOPMENT (cont.)

- B. Approximate number of new residential sewer connections in the last year
1094 new residential connections
- C. Approximate number of new commercial/industrial connections in the last year
128 new commercial/industrial connections
- D. Approximate number of new population serviced in the last year
3,063 new people served

Part VII: OPERATOR CERTIFICATION

- A. How many operators are currently employed by your facility?
15 operator(s) employed
- B. What is/are the name(s) of your DRC operator(s)?
Eric Richins Micheal Stratton
Arthur Cottam Leondro Robledo
Jason Jones David Hmiekewski
Bill Matier K. Ben Ford
- C. You are required to have the treatment DRC operator(s) certified at GRADE IV.
What is the current grade of the DRC operator(s)? IV
- D. State of Utah Administrative Rules Require that all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

Not Certified	<u>1</u>
Treatment I	<u>1</u>
Treatment II	<u>2</u>
Treatment III	<u>1</u>
Treatment IV	<u>10</u>

Part VII: OPERATOR CERTIFICATION (cont.)

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	0
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
TOTAL PART VII =		0

Part VIII: FACILITY MAINTENANCE

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	0
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	0
Do you have an updated operations and maintenance manual?	Yes = 0 points No = 20 points	0
Do you have a written safety plan?	Yes = 0 points No = 20 points	20
TOTAL PART VIII =		20

Part IX: SUBJECTIVE EVALUATION

This section should be completed with the facility operators.

- A. Do you consider your wastewater facility to be in good physical and structural condition?

YES X NO

If NOT, why?

- B. What improvements do you think the plant will need in the next 5 years?

- Addition of third centrifuge
- upgrade existing centrifuges
- upgrade influent meter

- C. Where there any backups into basements at any point in the collection system in 2014.

YES NO X

Why? (do not include backups due to clogged laterals)

- D. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS X SOMETIMES NO

If so, what percentage do they pay?

approximately 100 %

POINT SUMMATION

Fill in the values from Parts I through VIII in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
I	0
II	0
III	20
IV	5
V	0
VI	0
VII	0
VIII	20
Total	45

**Municipal Wastewater Planning Program (MWPP)
Financial Evaluation Section**

Owner Name: *ST. GEORGE*

Name and Title of Financial Contact Person:

Tiffany LaJoice

Finance Manager

Phone:

(435) 627-4702

E-mail:

tiffany.lajoice @ sgcity. org

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call, Emily Cantón. Utah Division of Water Quality: (801) 536-4342.

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

User Charge (UC) - A fee established for one or more class(es) of users of the wastewater treatment facilities that generate revenues to pay for costs of the system.

Operation and Maintenance Expense - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

Repair and Replacement Cost - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

Capital Needs - Cost to construct, upgrade or improve the facility.

Capital Improvement Reserve Account - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

Reserve for Debt Service - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

Current Debt Service - Interest and principal costs for debt payable this year.

Repair and Replacement Sinking Fund - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).

Part I: OPERATION AND MAINTENANCE

Complete the following table:

Question	Points Earned	Total
Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <u>at this time</u> ?	YES = 0 points NO = 25 points	0
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for <u>the next five years</u> ?	YES = 0 points NO = 25 points	0
Does the facility have sufficient staff to ensure proper O&M?	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for repair & replacement costs?	YES = 0 points NO = 25 points	25
Is the repair & replacement sinking fund adequate to meet anticipated needs?	YES = 0 points NO = 25 points	0
TOTAL PART I =		25

Part II: CAPITAL IMPROVEMENTS

Complete the following table:

Question	Points Earned	Total
Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next five years</u> ?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next ten years</u> ?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next twenty years</u> ?	YES = 0 points NO = 25 points	25
Has a dedicated sinking fund been established to provide for future capital improvements?	YES = 0 points NO = 25 points	0
TOTAL PART II =		25

Part III: GENERAL QUESTIONS

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enterprise fund/account or district?	YES = 0 points NO = 25 points	0
Are you collecting 95% or more of your sewer billings?	YES = 0 points NO = 25 points	0
Is there a review, at least annually, of user fees?	YES = 0 points NO = 25 points	0
Are bond reserve requirements being met if applicable?	YES = 0 points NO = 25 points	0
TOTAL PART III =		0

Part IV: PROJECTED NEEDS

Estimate as best you can the following:

Cost of projected capital improvements (in thousands)	2015	2016	2017	2018	2019
	4,400	1,055	1,985	780	2,010

Point Summation

Fill in the values from Parts I through III in the blanks provided in column 1. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

Part	Points
I	25
II	25
III	0
Total	50

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

Date Submitted 2015-04-13 10:58:13

Applicant PC

Quick Title PC Report from April 14, 2015

Subject Consider the Planning Commission report from the meeting on April 14, 2015.

Discussion PC had a rather long agenda for April 14. However, four of the items will be simply setting the public hearing dates. The other action items are six final plats, one subdivision vacation, one lot merger, a lot split, easement vacation, two public street vacation, three preliminary plats, and one CUP. The CUP is also listed separately and is for a garage height.

Cost \$0.00

City Manager Recommendation Planning Commission continues to stay busy with plats and zone change requests.

Action Taken

Requested by John Willis

File Attachments

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

CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH

PLANNING COMMISSION REPORT: APRIL 14, 2015
CITY COUNCIL MEETING: APRIL 16, 2015

1. PUBLIC HEARINGS TO BE ADVERTISED FOR MAY 7, 2015

- A. Consider a General Plan Amendment from LDR (Low Density Residential), to PO (Professional Office) on approximately 11.3 acres. The property is generally located at 3025 South River Road (*approx. 1,300 LF of frontage along the south side of River Road at the intersection of River Road and Tamarisk Drive – adjacent to the Bloomington Hills subdivision*). This proposal is to change the General Plan to allow for the future submittal of a zone change for “**Dixie Power**,” to allow development of a professional office for a utility company. The applicant is Dixie Escalante Rural Electrical Association and the representative is Mr. Jared Madsen, Alpha Engineering. Case No. 2015-GPA-002. (Staff – Ray Snyder). (*recommended for approval 7:0*)
- B. Consider a zone change request to rezone from C-2 (Highway Commercial) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-C (Planned Development Commercial) on 28.802 acres to accommodate the future development of a commercial shopping center proposed to be called ‘**Dinosaur Crossing Shopping Center**’. The property is generally located at the north east corner of Riverside Drive and Mall Drive from Mall Drive to 2200 E and Riverside Drive to the river. The owner is ‘Dinosaur Crossing LLC’, the applicant is ‘**Smith’s Food and Drug Center**’, and the representative is ‘Anderson Wahlen and Associates (AWA)’. Case No. 2015-ZC-006 (Staff – Ray Snyder). (*recommended for approval 4:0*)
- C. Consider a General Plan Amendment from LDR (Low Density Residential) to COM (Commercial). The proposal is to change the General Plan to allow for the future submittal of a commercial zone change. The property is located on the north side of 1580 East and River Road on approximately 1.4 acres. The applicant is River Road Inv. and Shefco and the representative is Mr. Mike Sheffield. Case No. 2015-GPA-001. (Staff – John Willis) (*this item is going forward without a recommendation - failed motions*)
- D. Consider a General Plan Amendment from BP (Business Park) to MDR (Medium Density Residential) on approximately 6.037 acres. The property is generally located at 415 South Dixie Drive behind the existing building on the property. This proposal is to allow for the future submittal of a zone change for a high density project. The owners are Mr. Dennis Garr and Mr. Gordon Lyle. The representative is Mr. Dennis Garr. Case No. 2015-GPA-003. (Staff – John Willis) (*this item is going forward without a recommendation - failed motions*)

- E. Consider a zone change from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on 11.75 acres to accommodate a multiple family development project consisting of twelve (12) dwelling structures which includes 244 apartment units, a clubhouse, two pavilions, and covered garage structures. The property is located between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East) The project is "**Grayhawk Apartments at River's Edge.**" The applicant is Grayhawk at Rivers Edge LLC and the representative is Mr. Rob Reid, Rosenberg Associates. Case No. 2015-ZC-004. (Staff – John Willis). *(Although previously heard and approved by council, this item is returning due to a noticing error by the Title Company - this was originally heard at Council on March 19, 2015).*

2. **FINAL PLATS (FP)**

- A. Consider approval of a twelve (12) lot residential subdivision for "**Escalera Phase 6**" The property is zoned RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size) and is located at approximately 1900 East and 1200 North. The representative is Mr. Bob Hermandson, Bush and Gudgell. Case No. 2015-FP-002. (Staff – Todd Jacobsen)
- B. Consider approval of a twenty-four (24) lot residential subdivision for "**Fieldstone Phase 3.**" The property is zoned R-1-10 (Single Family Residential, 10,000 sq.ft. minimum lot size) and R-1-12 (Single Family Residential, 12,000 sq.ft. minimum lot size). Lots 32, 44, and 45 split both zones. The property is located at 3480 South 2240 East (in the Little Valley area). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2015-FP-003. (Staff – Todd Jacobsen).
- C. Consider approval of a nine (9) lot residential subdivision for "**Hughes Subdivision.**" The property is zoned R-1-10 (Single Family Residential, 10,000 sq. ft. minimum lot size) and is located at approximately 2160 East and 2450 South. The representative is Mr. Clay Tolbert, Southwest Consulting Services. Case No. 2014-FP-022. (Staff – Todd Jacobsen).
- D. Consider approval of a final plat for a three (3) lot commercial subdivision for "**Riverside Business Park.**" The representative is Mr. Brandon Anderson, Rosenberg Associates. The property is zoned C-3 (General Commercial) and is located at 359 and 377 East Riverside Drive. Case No. 2015-P-00. (Staff – Todd Jacobsen).
- E. Consider approval of a nine (9) lot commercial subdivision for "**The Fields at Mall Drive.**" The property is zoned PD-C (Planned development Commercial) and is located at Mall Drive and 3000 East Street. The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2015-FP-007. (Staff – Todd Jacobsen)

3. **VACATE FINAL PLAT (LRE)** – Public Hearing

3. VACATE FINAL PLAT (LRE) – Public Hearing

Consider approval to vacate a ten (10) unit commercial condominium final plat for “**The Hilltop at Sunset**” The property is zoned C-3 (General Commercial) and is located at 948 North 1300 West (Switch Point Resource Center). The owner is the City of St George and the representative is Mr. Matt Loo. Case No. 2015-LRE-009. (Staff – Todd Jacobsen)

4. EASEMENT VACATION / LOT MERGER (LRE)

A. Consider approval of an easement vacation / lot merger (amended final plat) for “**Lots 154 and 155 of Castle Rock Subdivision Phase 2.**” The property is zoned R-1-10 (Single Family Residential, 10,000 sq. ft. minimum lot size) and is located at Broken Bow Drive and Cascade Canyon Circle. The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2015-LRE-010 (Staff – Todd Jacobsen). (*Public Hearing*)

B. Consider approval of a lot split for “**140 West 400 South.**” The property is zoned RCC (Residential Central City). The representative is Mr. Scott Woolsey, Alpha Engineering. Case No. 2015-LRE-008 (Staff - Todd Jacobsen).

C. Consider approval of an easement vacation / lot merger (amended final plat) for “**Lot 533 & Lot 802 of the Ledges of St George Phase 5 & Phase 8, respectively.**” The property is zoned PD-R (Planned Development Residential) and is located at 2181 West Long Sky Drive (in the Ledges Development). The representative is Mr. Michael Draper, Rosenberg Associates. Case No. 2015-LRE-013 (Staff - Todd Jacobsen). (*Public Hearing*)

5. PRELIMINARY PLATS (PP)

A. Consider approval of a preliminary plat for a forty-two (42) lot residential subdivision for “**Desert Ridge.**” The owner is Quality Development LC & Quality Venture One LLC, the applicant is Development Solutions Inc, and the representative is Mr. Ken Miller. The property is zoned PD-R (Planned Development Residential) and is located at approximately Desert Canyons Parkway and Rim Runner North Street. Case No. 2015-PP-010. (Staff – Wes Jenkins).

B. Consider approval of a preliminary plat for a thirteen (13) lot residential subdivision for “**Tonaquint Heights Phase 2.**” The owner is Quality Properties, Inc., the applicant is Development Solutions Group, Inc., and the representative is Mr. Logan Blake. The property is zoned R-1-40 (Single Family Residential 40,000 square foot minimum lot size) and is located south of 2440 South in the general vicinity and west of Tonaquint Drive (1170 West and Chandler Drive). Case No. 2015-PP-011. (Staff – Wes Jenkins).

6. **CONDITIONAL USE PERMIT (CUP)**

Consider a request for a Conditional Use Permit for permission to construct a detached accessory **RV garage** with an attached **covered outdoor living patio** and an **attached pool equipment room** that will exceed the allowable ridge height of fifteen (15') feet. The property is zoned RE-20 (Residential Estate 20,000 sq. ft. minimum lot size). The property is Lot 78 of the Meadow Valley Farms subdivision and is located at 2433 E 3995 S. Case No. 2015-CUP-006. (Staff – Ray Snyder).

7. **OTHER BUSINESS**

- A. The Planning Commission had a **long meeting** and met for 5 hours (5:00 – 10:00 pm). All seven (7) commissioners began the meeting, but as the night wore on two (2) had to be excused and about 9:30 pm one (1) more had to leave due to an ill spouse. This meant that any action had to be unanimous (4:0) for a motion to pass. One GPA (General Plan Amendment) was recommended for approval (Dixie Power), and the other two are going forward without a recommendation (failed motions) (Shefco & Garr). However, the zone change (Smith's) was recommended for approval (4:0).
- B. **Removed from the agenda** until a later meeting was a request to consider approval of a sixteen (16) lot residential subdivision for "**Desert Rim Phase 1.**" The property is zoned PD-R (Planned Development Residential) and is located at Rim Runner and Desert Canyons Parkway. The owner is Quality Development LC & Quality Venture One LLC, the applicant is Development Solutions Inc, and the representative is Mr. Ken Miller. Case No. 2014-FP-075. (Staff – Todd Jacobsen).
- C. **Removed from the agenda** until a later meeting was a request to consider approval to vacate the remainder of a public street / right of way for **200 East Street** located at 200 East Street between Blocks 10 & 11 of the Jesse W. Crosby Entry (approximately between 1600 and 1670 South)(near the Dixie Center). The representative is Mr. Brandon Anderson, Rosenberg, Associates. The property is zoned C-3 (General Commercial). Case No. 2015-LRE-011. (Staff - Todd Jacobsen)
- D. **Removed from the agenda** until a later meeting was a request to consider approval to vacate the remainder of a public right of way for "**Old Alignment of Indian Hills Drive / Tonaquint Drive.**" The representative is Mr. Reid Pope, L.R. Pope Engineering. The property is zoned PD-C (Planned development Commercial) and is located at the rear property of 324 West and 302 West Hilton. Case No. 2015-LRE-015. (Staff - Todd Jacobsen)
- E. **Removed from the agenda** until a later meeting was a request to consider approval of a preliminary plat for a ninety-one (91) lot residential subdivision for "**Desert Crest.**" The owner is Quality Development LC & Quality Venture One LLC, the applicant is Development Solutions Inc, and the representative is Mr. Ken Miller. The property is zoned PD-R (Planned Development Residential) and is located at

approximately Desert Canyons Parkway and Rim Runner North Street. Case No. 2015-PP-009. (Staff – Wes Jenkins).

- F. For **training** purposes, several St George planning staff members and planning commissioners attended the UAPA (Utah Chapter of the American Planning Association) **Spring Conference** held in St George at the Hilton Hotel by the Dixie Center on April 2nd & 3rd. Attendees came from throughout the State of Utah and also from Colorado. Mayor Jon Pike gave the opening welcome which kicked off the conference and its training sessions. The Spring Conference Planning Committee included Bob Nicholson (retired / consultant), Thomas Dansie (Springdale), Toni Foran (Hurricane), Judi Pickell (UAPA Administrator), Levi Roberts (Five County), Gary Zabriskie (Five County), Scott Messel (Washington County), Monty Thurber (St George), Ray Snyder (St George), and John Willis (St George).
- G. As one of the results of the UAPA conference it was requested that staff provide future **training materials** to the PC regarding the General Plan, General Plan updating, Vision Dixie, and several other future training topics. At the April 14, 2015 PC meeting staff provided copies of **Vision Dixie (circa 2007)** to the PC and will make a presentation about it at a future PC meeting (when there is a lighter agenda). Note that many current PC members were not originally on the commission when Vision Dixie was created. Other training that occurred at the conference included, but was not limited to; 1) community building, 2) general plans, 3) alternate options for appeal authority, 4) walking & biking projects, 5) land use law, 6) zoning great places, 7) federal laws, 8) geological hazards, 9) historic development patterns, 10) legislative vs. administrative actions, 11) architectural basics for planners, 12) ethics, etc.

PCR ITEM 2A
Final Plat

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

FINAL PLAT
Escalera Phase 6
Case No. 2015-FP-002

Request: Approval of a 12 Lot Residential Subdivision Final Plat

Representative: Bob Hermandson, Bush and Gudgell
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at approximately 1900 East and 1200 North

Zone: RE-12.5

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

P.C.: The Planning Commission recommends approval.

PCR ITEM 2B
Final Plat

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

FINAL PLAT
Fieldstone Phase 3
Case No. 2015-FP-003

Request: Approval of a 24 Lot Residential Subdivision Final Plat

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

Property: Located at approximately 2240 East and 3480 South (in the Little Valley area)

Zone: R-1-10 & R-1-12 (Lots 32, 44, & 45 split both zones)

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

P.C.: The Planning Commission recommends approval.

PCR ITEM 2C
Final Plat

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

FINAL PLAT
Hughes Subdivision
Case No. 2014-FP-022

Request: Approval of a 9 Lot Residential Subdivision Final Plat

Representative: Clay Tolbert, Southwest Consulting Services
435 East Tabernacle, Suite 302
St. George, UT 84770

Property: Located at approximately 2160 East and 2450 South

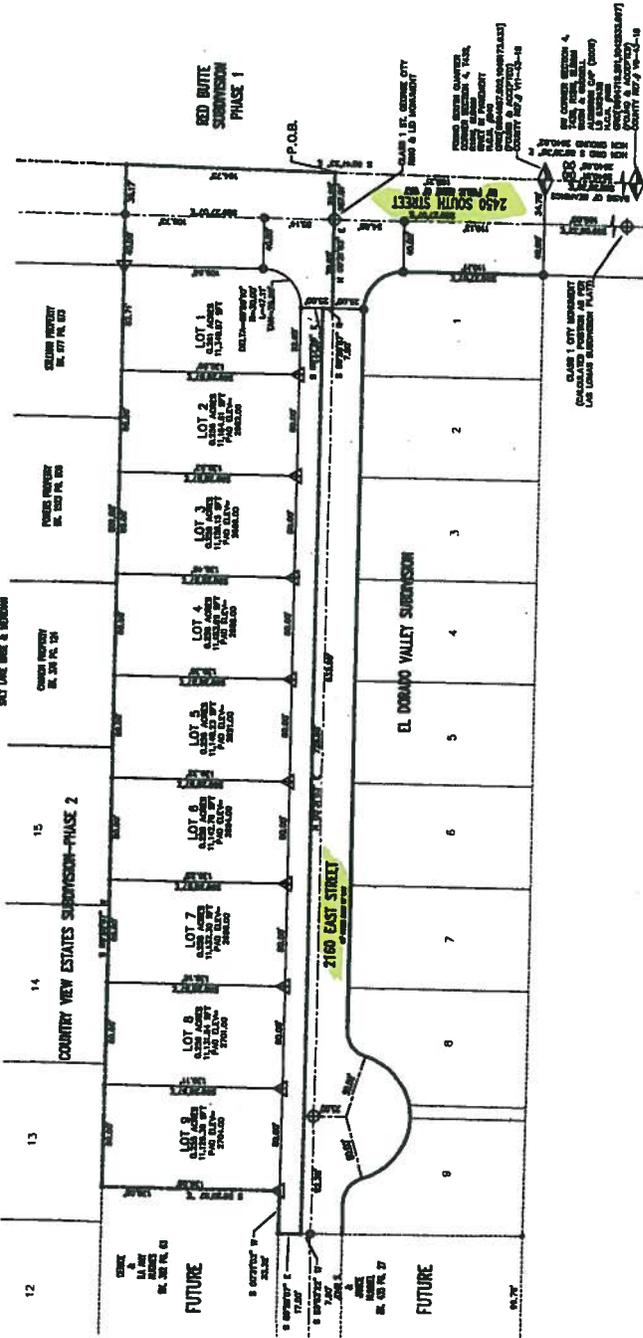
Zone: R-1-10

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

P.C.: The Planning Commission recommends approval.

HUGHES SUBDIVISION PHASE 1

LOCATED IN THE SUBDIVISION 1/4 CORNER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 10 WEST, SALT LAKE COUNTY, UTAH



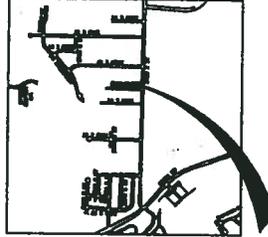
LEGEND & ABBREVIATIONS

- ◆ FOUND SECTION CORNER (UNSURE)
- ⊕ FOUND CLAIM 1 MORTGAGE
- BOUNDARY CORNER (UNSURE) OF AN OLD BOUNDARY (UNSURE) OF THE OLD BOUNDARY
- CORNER NOT SET OR FOUND
- BOUNDARY LINE
- PUBLIC UTILITY EGRESSWAY LINE
- CONDUIT
- △ POINT OF BEGINNING
- △ IN LINE WITH AND SHOWN IN TOP CORNER OF ONE LOT FROM ADJACENT LOT

GENERAL NOTES & RESTRICTIONS:

1. THIS SUBDIVISION IS BEING OFFERED FOR SALE IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.
2. THE BOUNDARY CORNER OF THIS SECTION IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
3. ALL OTHER CORNER MARKERS ARE BEING OFFERED AS TRAPPOINTS TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
4. ALL OTHER CORNER MARKERS ARE BEING OFFERED AS TRAPPOINTS TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
5. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
6. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
7. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
8. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
9. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
10. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
11. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
12. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
13. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
14. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.
15. THE CITY OF SALT LAKE COUNTY, UTAH, IS BEING OFFERED AS A TRAPPOINT CORNER TO BE SET BY THE CITY OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED.

VICINITY MAP



SUBDIVISION LOCATION

SOUTHWEST SURVEYING & MAPPING
 Structural Civil Surveying Topographic
 1300 West University, Suite 302, Provo, UT 84601
 Phone: 435-863-9322
 www.southwest-surveying.com

APPROVAL OF THE PLANNING AND ZONING COMMISSION
 I, _____, CLERK OF THE CITY OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.

APPROVAL AS TO FORM
 I, _____, CLERK OF THE CITY OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.

APPROVAL OF THE PLANNING COMMISSION
 I, _____, CLERK OF THE CITY OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.

APPROVAL AND ACCEPTANCE OF THE CITY OF SALT LAKE COUNTY, UTAH
 I, _____, CLERK OF THE CITY OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.

APPROVAL OF THE PLANNING AND ZONING COMMISSION
 I, _____, CLERK OF THE CITY OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.

APPROVAL OF THE PLANNING AND ZONING COMMISSION
 I, _____, CLERK OF THE CITY OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.



SURVEYOR'S CERTIFICATE

I, _____, SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.

HUGHES SUBDIVISION PHASE 1

LOCATED IN THE SUBDIVISION 1/4 CORNER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 10 WEST, SALT LAKE COUNTY, UTAH

RECORDED NUMBER

13084-POL-004

SHEET 1 OF 2



1. CLIP NUMBER
 13084-POL-004

HUGHES SUBDIVISION PHASE 1

LOCATED IN THE SUBDIVISION 1/4 CORNER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 10 WEST, SALT LAKE COUNTY, UTAH

APPROVAL OF THE PLANNING AND ZONING COMMISSION
 I, _____, CLERK OF THE CITY OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.

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APPROVAL AS TO FORM
 I, _____, CLERK OF THE CITY OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SUBDIVISION ACT, CHAPTER 10, TITLE 66, UTAH CODE ANNOTATED, AND THE UTAH LAND SURVEYING ACT, CHAPTER 10, TITLE 63, UTAH CODE ANNOTATED.

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HUGHES SUBDIVISION PHASE 1

LOCATED IN THE SOUTHWEST 1/4 CORNER OF SECTION 4, TOWNSHIP 43 SOUTH, RANGE 13 WEST, SALT LAKE COUNTY, UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER, OF THE ABOVE DESCRIBED TRACT OF LAND, HEREBY OFFERS SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND PUBLIC STREETS TO BE HEREINAFTER KNOWN AS THE

HUGHES SUBDIVISION PHASE 1

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, TO BECOME PUBLIC HIGHWAYS, HEREBY APPROVE AND CONSENT TO THE CITY OF SALT LAKE COUNTY FOR PERPETUAL USE OF THE PUBLIC ALL PORTIONS OF SAID TRACT OF LAND SHOWN ON THIS PLAN AS PUBLIC STREETS AND BLOCKS. ALL LOTS AND BLOCKS SHOWN ON THIS PLAN ARE HEREBY OFFERED FOR PERPETUAL USE OF THE PUBLIC AND SHALL BE SUBJECT TO THE CITY OF SALT LAKE COUNTY AND ITS SUCCESSORS AND PERSONS, TITLE TO ALL INTERESTS RELATING TO PUBLIC USE HEREIN SUBJECT TO THE CLAIMS OF ALL PERSONS.

DATE: _____

INDIVIDUALS ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF WASHINGTON) SS.

ON THIS _____ DAY OF _____ 2014, I, _____, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, PERSONALLY KNOWN TO ME OR PROVED TO ME BY THE OATH OF SUBSCRIBING WITNESSES, THAT I SIGNED THE FOREGOING DOCUMENT AND ACKNOWLEDGED BEFORE ME THAT THE SAME IS VOLUNTARILY FOR MY SAID PURPOSE.

MY NOTARY PUBLIC NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

NOTARY COMMENCED IN UTAH: _____

SIGNATURE OF PUBLIC INFORMATION PROVIDED - UTAH CODE CHAPTER 14, CHAPTER 1

STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

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DATE: _____

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MY COMMISSION EXPIRES: _____

NOTARY COMMENCED IN UTAH: _____

SIGNATURE OF PUBLIC INFORMATION PROVIDED - UTAH CODE CHAPTER 14, CHAPTER 1

STATE OF UTAH

HUGHES SUBDIVISION PHASE 1

LOCATED IN THE SOUTHWEST 1/4 CORNER OF SECTION 4, TOWNSHIP 43 SOUTH, RANGE 13 WEST, SALT LAKE COUNTY, UTAH

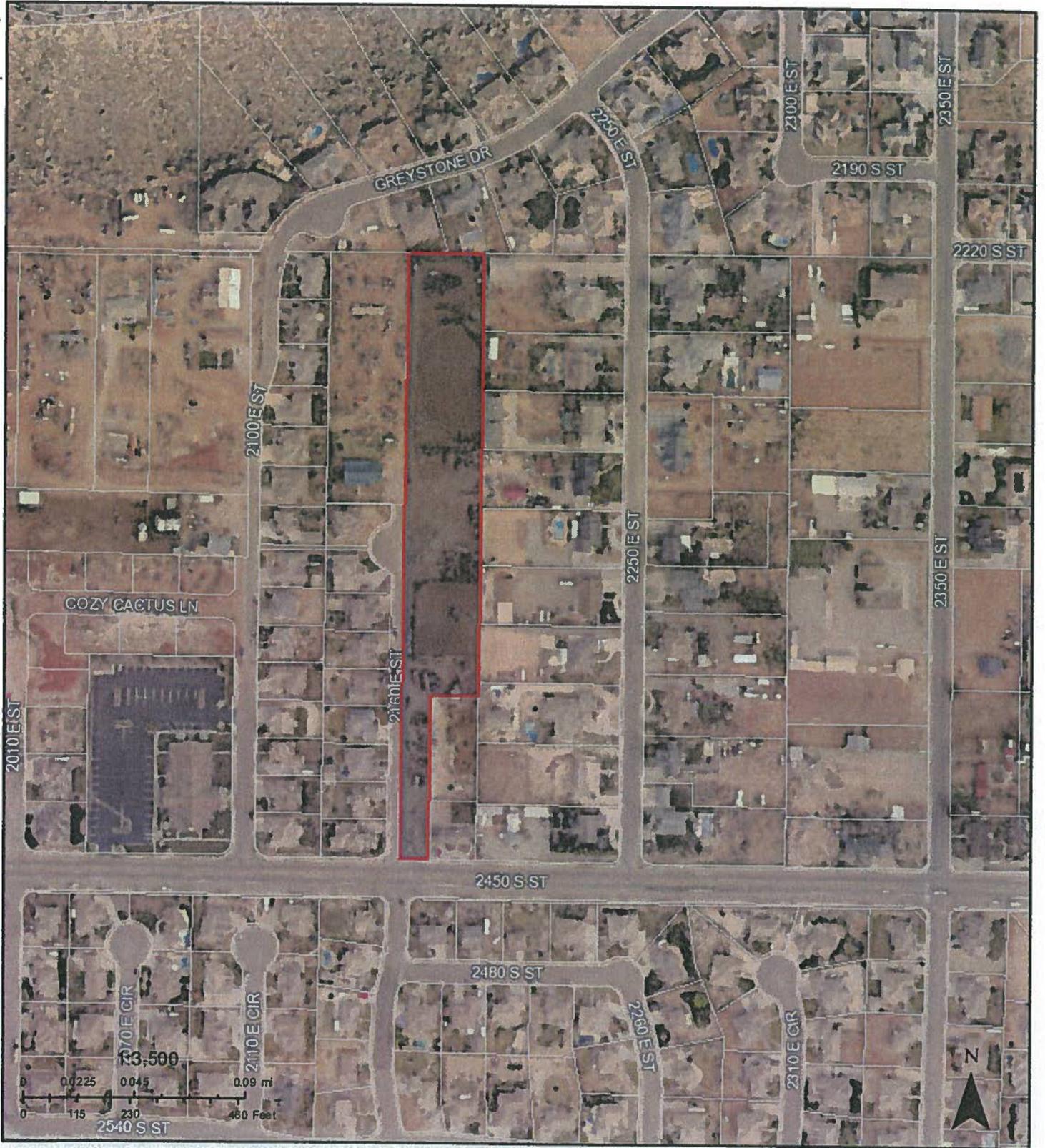
RECORDED NUMBER

13084-PLAT.ING

SHEET 2 OF 2



WASHINGTON COUNTY RECORDER



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

April 15, 2015

SG-5-3-1308



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

April 15, 2015

SG-5-3-4-7312



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

April 15, 2015

SG-5-3-4-23111

PCR ITEM 2D
Final Plat

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

FINAL PLAT

Riverside Business Park
Case No. 2015-FP-010

Request: Approval of a 3 Lot Commercial Subdivision Final Plat

Representative: Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

Property: Located at 359 & 377 East Riverside Drive

Zone: C-3

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

P.C.: The Planning Commission recommends approval with recommended condition that landscaping be upgraded before recording of the plat.



PCR ITEM 2E
Final Plat

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL MEETING:

04/14/2015
04/16/2015

FINAL PLAT

The Fields at Mall Drive
Case No. 2015-FP-007

- Request:** Approval of a 9 Lot Commercial Subdivision Final Plat
- Representative:** Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790
- Property:** Located at Mall Drive and 3000 East (Future Lin's Grocery Store commercial center site)
- Zone:** PD-C
- Staff Comments:** All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.
- P.C.:** The Planning Commission recommends approval;
1. Subject to Development Agreement.
 2. Subject to roadway dedication.
 3. Subject to legal review.

PCR ITEM 3 Vacate Final Plat

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

VACATE FINAL PLAT – Public Hearing

Hilltop at Sunset

Case No. 2015-LRE-009

Request: Approval to vacate a 10 Unit Commercial Condominium Final Plat

Representative: Matt Loo, City of St. George
175 N. 200 E.
St. George, UT 84765

Property: Located at 948 North 1300 West (Switch Point Resource Center)

Zone: C-3

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

P.C.: The Planning Commission recommends approval.

(Note: This plat will be vacated and then the two lots can be merged together and one tax I.D. will result - the merging will be done by document. A proposed panty building can be added to the 'one lot' once the process is completed)





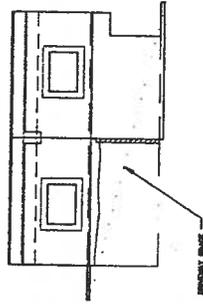
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2	10/1/00	AS BUILT
3	10/1/00	AS BUILT
4	10/1/00	AS BUILT
5	10/1/00	AS BUILT
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15	10/1/00	AS BUILT
16	10/1/00	AS BUILT
17	10/1/00	AS BUILT
18	10/1/00	AS BUILT
19	10/1/00	AS BUILT
20	10/1/00	AS BUILT

BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 200 East Towerway
 St. George, Utah 84770
 Phone (801) 875-2277

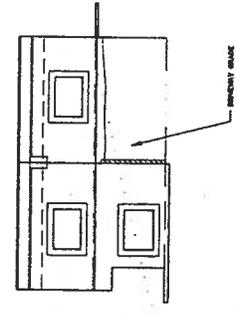
Project:	Hilltop at Sunset
Client:	Commercial Condominium Project
Scale:	1/4" = 1'-0"
Sheet:	174
Date:	10/1/00

HILLTOP AT SUNSET
 (A COMMERCIAL CONDOMINIUM PROJECT)
 SHEET
 174

ELEVATION BENCH MARK
 SOUTH EAST CORNER
 SECTION 14, T42S, R16W,
 SLB&M EL. 2876.88



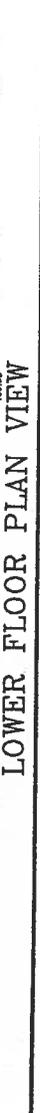
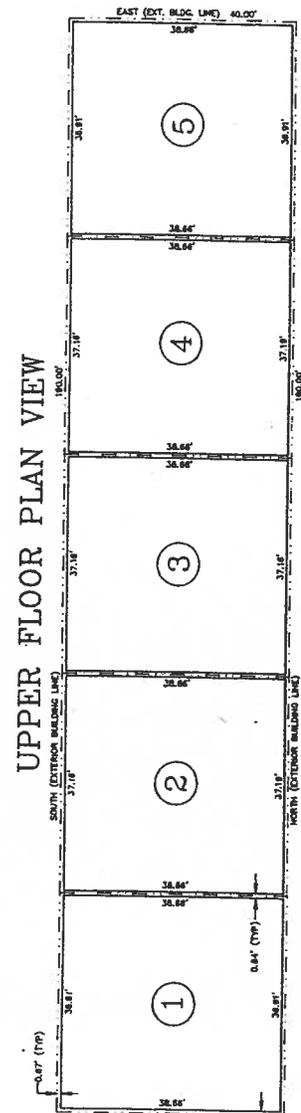
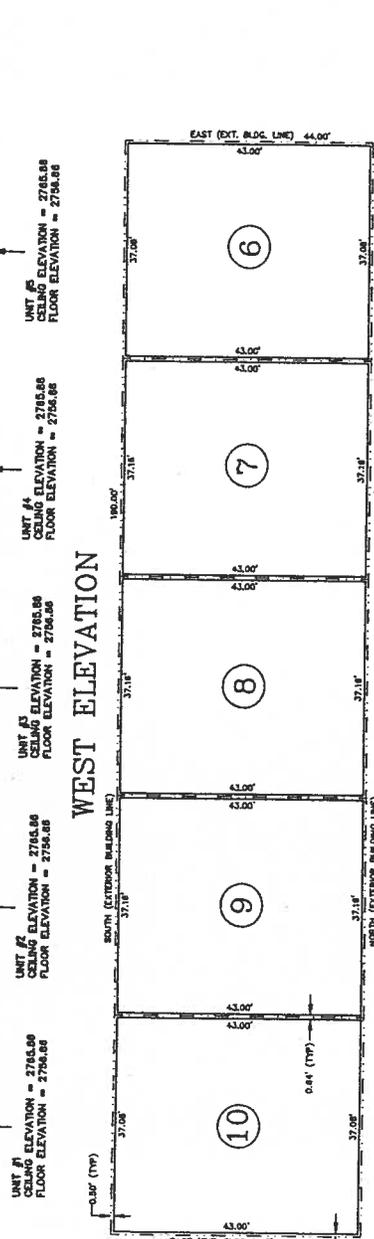
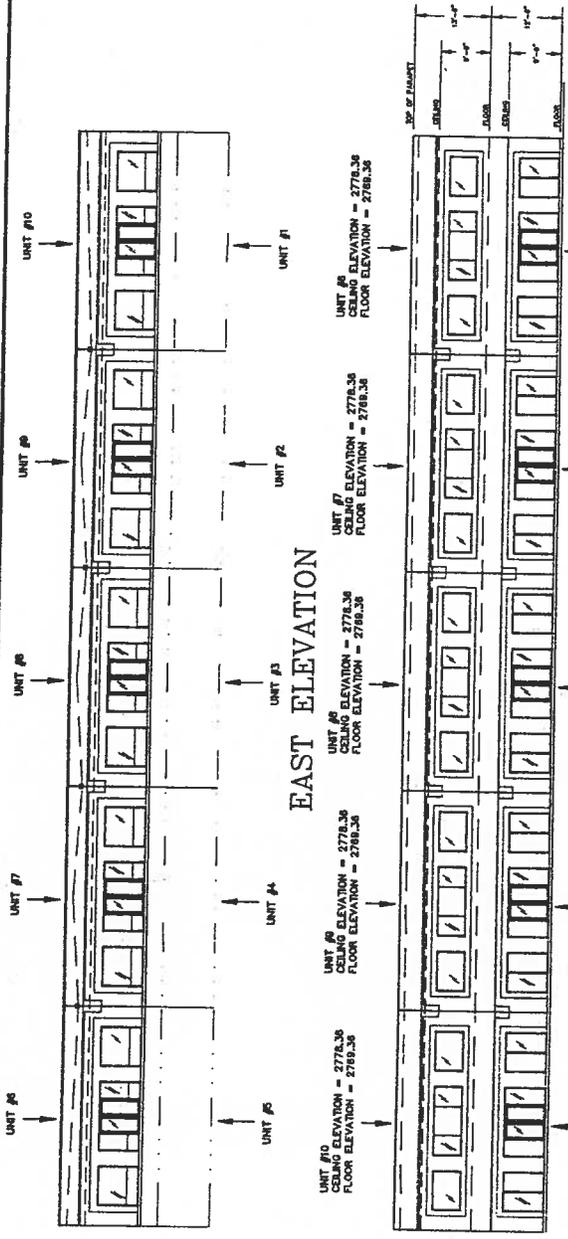
NORTH ELEVATION



SOUTH ELEVATION

HILLTOP AT SUNSET
 (A COMMERCIAL CONDOMINIUM PROJECT)

LOCATED WITHIN THE SW 1/4 SE 1/4 SECTION 14 AND THE NW 1/4 NE 1/4 SECTION 23
 TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASIN AND MOUNTAIN



PCR ITEM 4A
Easement Vacation/Lot Merger
(Amended Final Plat)

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

Easement Vacation/Lot Merger (Amended Final Plat) – Public Hearing
Lots 154 & 155 of Castle Rock Subdivision Phase 2
Case No. 2015-LRE-010

Request: Approval of an Easement Vacation/Lot Merger (Amended Final Plat)

Representative: Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

Property: Located at Broken Bow Dr. and Cascade Canyon Cir.

Zone: R-1-10

Staff Comments: The purpose of this easement vacation is to allow the two lots to be merged together into one lot.

Because this is located within a recorded Subdivision Final Plat this is also considered a Final Plat Amendment.

Because these two lots are owned by the same person it does not require public notice or a public hearing, but it does require public notice and a public hearing at City Council because of the easement vacation.

All aspects of this Easement Vacation/Lot Merger (Final Plat Amendment) were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

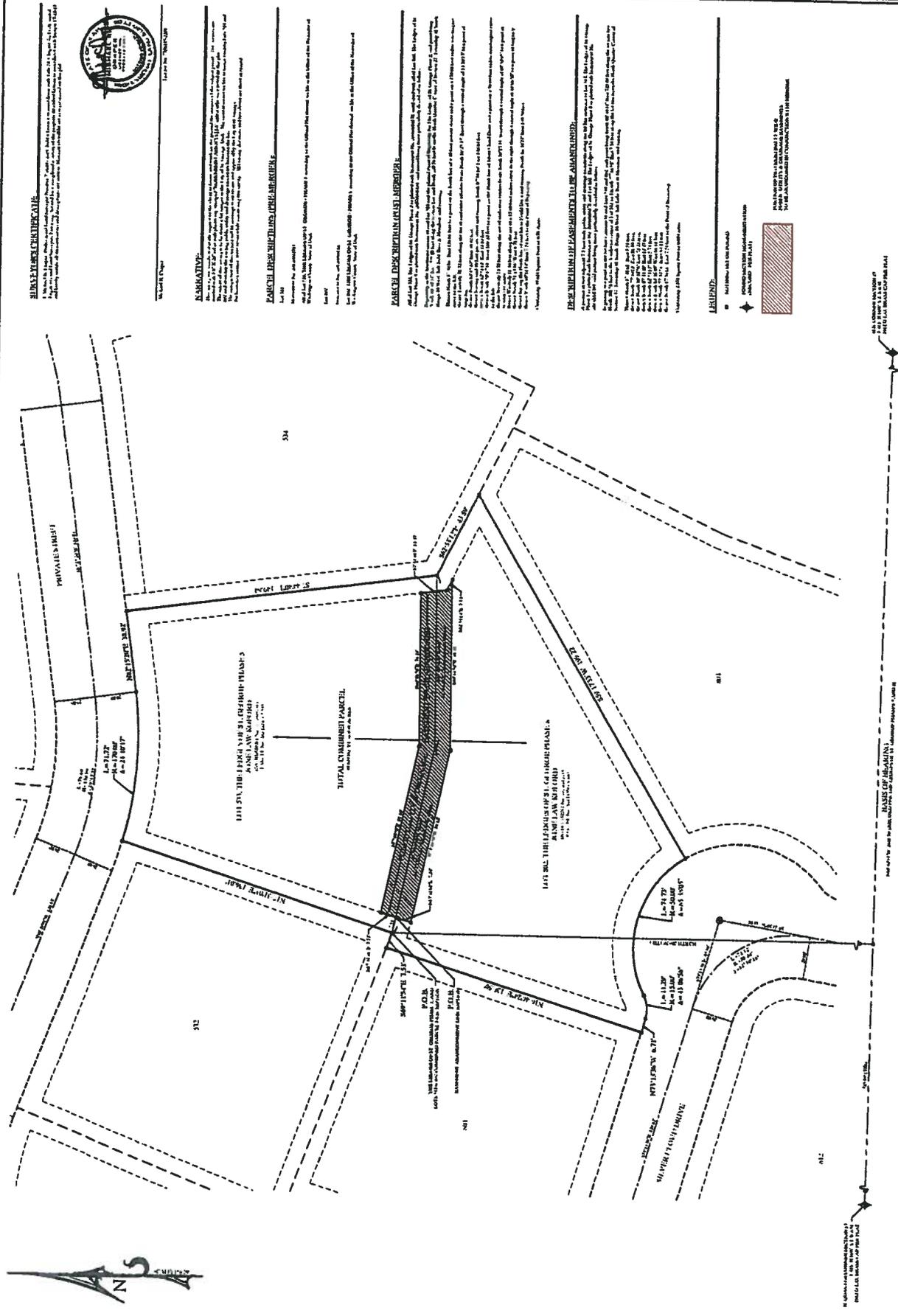
DATE	08/11/13
BY	MR. J. L. ROSENBERG
FOR	MR. J. L. ROSENBERG
PROJECT NO.	13-001
SCALE	AS SHOWN
REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT

ROSENBERG ASSOCIATES
 CIVIL ENGINEERS - LAND SURVEYORS

Professional Seal
 State of Maryland
 License No. 13001
 Exp. Date 08/31/15

RECORD OF SURVEY / LOT MERGER
 PREPARED AT THE REQUEST OF
PENDLE EXCAVATION

1 OF 1 SHEET



STATEMENT OF WORK:
 To survey and plat the proposed merger of parcels 334 and 332, including the determination of the area of the combined parcel and the location of the easements. The survey was conducted on 08/08/13. The plat was prepared on 08/11/13. The survey was conducted by J. L. Rosenberg, a Licensed Professional Surveyor in the State of Maryland. The plat is subject to the provisions of the Maryland Surveying and Mapping Act of 1996, as amended.

PARCEL DESCRIPTION (PARCEL 334):
 Parcel 334 is a lot of land situated in the County of Prince George's, State of Maryland, bounded on the north by the line of the subdivision of the land of the County of Prince George's, on the east by the line of the subdivision of the land of the County of Prince George's, on the south by the line of the subdivision of the land of the County of Prince George's, and on the west by the line of the subdivision of the land of the County of Prince George's. The area of the parcel is 0.1234 acres.

PARCEL DESCRIPTION (PARCEL 332):
 Parcel 332 is a lot of land situated in the County of Prince George's, State of Maryland, bounded on the north by the line of the subdivision of the land of the County of Prince George's, on the east by the line of the subdivision of the land of the County of Prince George's, on the south by the line of the subdivision of the land of the County of Prince George's, and on the west by the line of the subdivision of the land of the County of Prince George's. The area of the parcel is 0.1234 acres.

DESCRIPTION OF EASEMENTS TO BE ABANDONED:
 The easements to be abandoned are the easements shown on the attached map. The easements are shown as dashed lines on the map. The easements are shown as dashed lines on the map. The easements are shown as dashed lines on the map.

LEGEND:
 - - - - - EXISTING EASEMENTS
 - - - - - PROPOSED EASEMENTS
 - - - - - PROPOSED EASEMENTS TO BE ABANDONED

LOCATED IN THE NORTHEAST QUARTER OF SECTION 17
 TOWNSHIP 11 NORTH RANGE 1 WEST SALT LAKE AND BAY RIDGE

PCR ITEM 4B
Lot Split

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

LOT SPLIT

144 West 400 South
Case No. 2015-LRE-008

Request: Approval of a Lot Split

Representative: Scott Woolsey, Alpha Engineering
43 South 100 East #100
St. George, UT 84770

Property: Located at 144 West 400 South St.

Zone: RCC

Staff Comments: All aspects of this Lot Split were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval.

1. Subject to RCC zone restrictions and design requirements.
2. Subject to legal review.

PCR ITEM 4C
Easement Vacation/Lot Merger

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

Easement Vacation/Lot Merger (Amended Final Plat) – Public Hearing
Lot 533 & Lot 802 of The Ledges of St. George Phase 5 & Phase 8, respectively
Case No. 2015-LRE-013

Request: Approval of an Easement Vacation/Lot Merger (Final Plat Amendment)

Representative: Michael Draper, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

Property: Located at 2181 West Long Sky Drive (Ledges Development)

Zone: PD-R

Staff Comments: Even though this is prepared on a recordable document and not prepared on a Final Plat Mylar the process for approval is that this is a Final Plat Amendment. This is because these lots are part of a recorded subdivision Final Plat and requires it to go through the same process.

The purpose of this Easement Vacation/Lot Merger (Final Plat Amendment) is to merge Lot 533 and Lot 802 together into one lot so the owner can build a pool house on Lot 802, south of the existing pool located on Lot 533 with the residence.

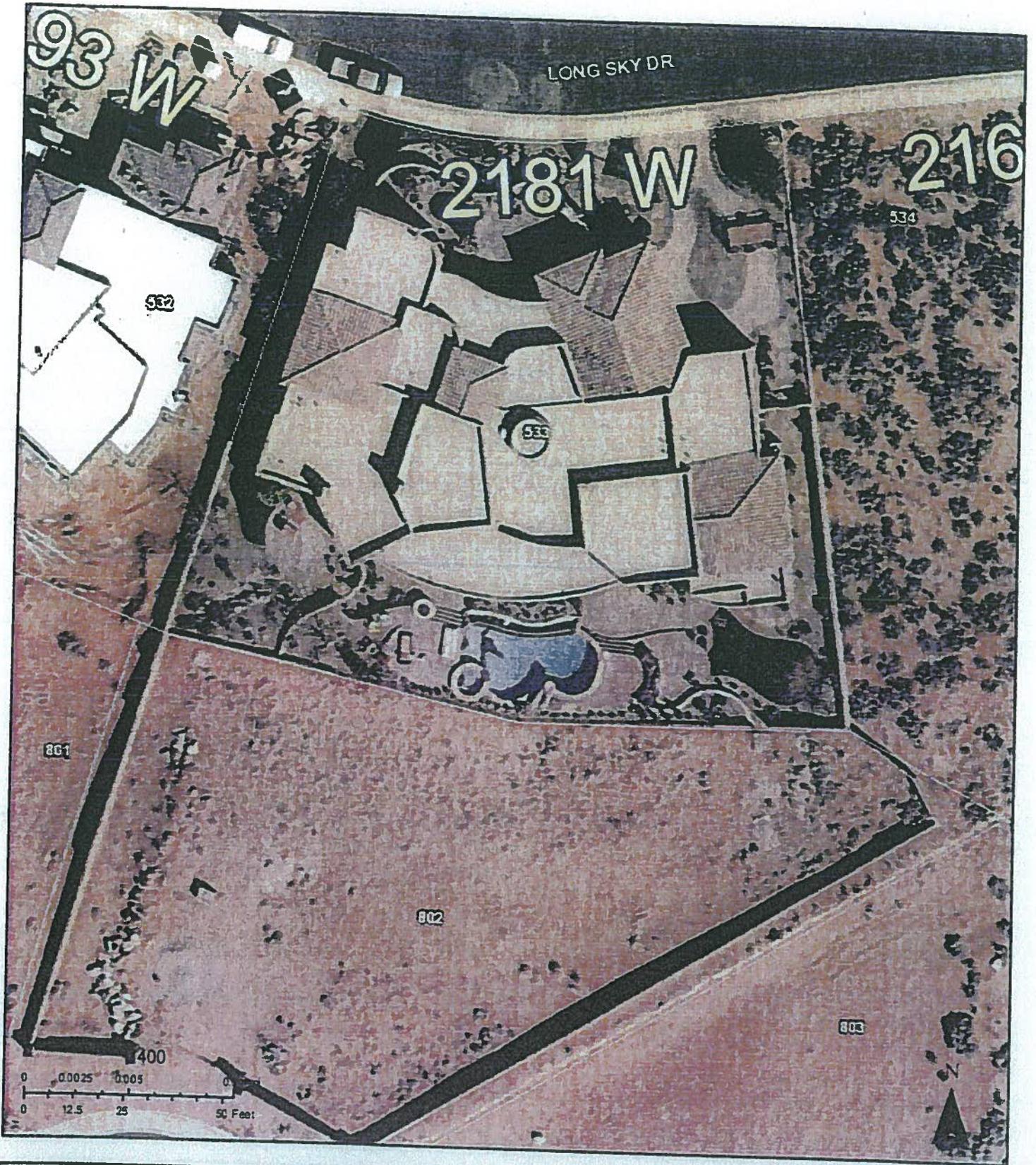
All aspects of this Easement Vacation/Lot Merger (Final Plat Amendment) were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval subject to;

1. The existing 6 ft. block wall on Lot 802 (on Silver Cloud Drive) was built within the 25 ft. building setback area and needs to be removed because it exceeds the allowable wall height (per Title 10 Chapter 18 – Walls & Fences). Note that the 6 ft. wall could either be relocated behind the 25 foot setback or a 4ft wall could

be constructed within the setback subject to provisions of the wall ordinance.

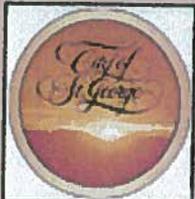
2. Landscaping is required to be installed on Silver Cloud Drive as part of this approval.
3. Subject to legal review.



Easement Vacation Lot 533 and Lot 802

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

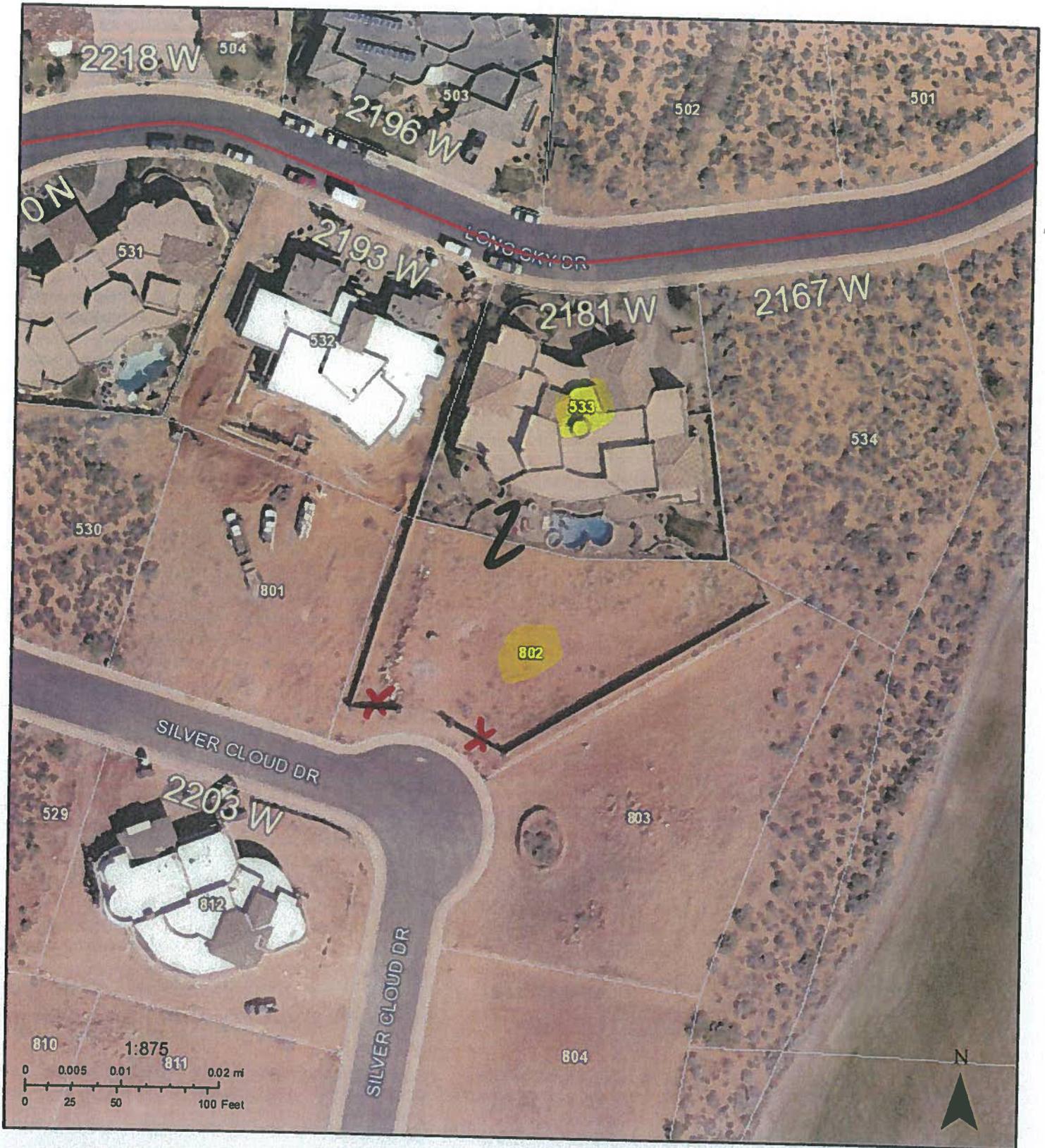
March 17, 2015



Long Sky Drive - The Ledges

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

April 15, 2015

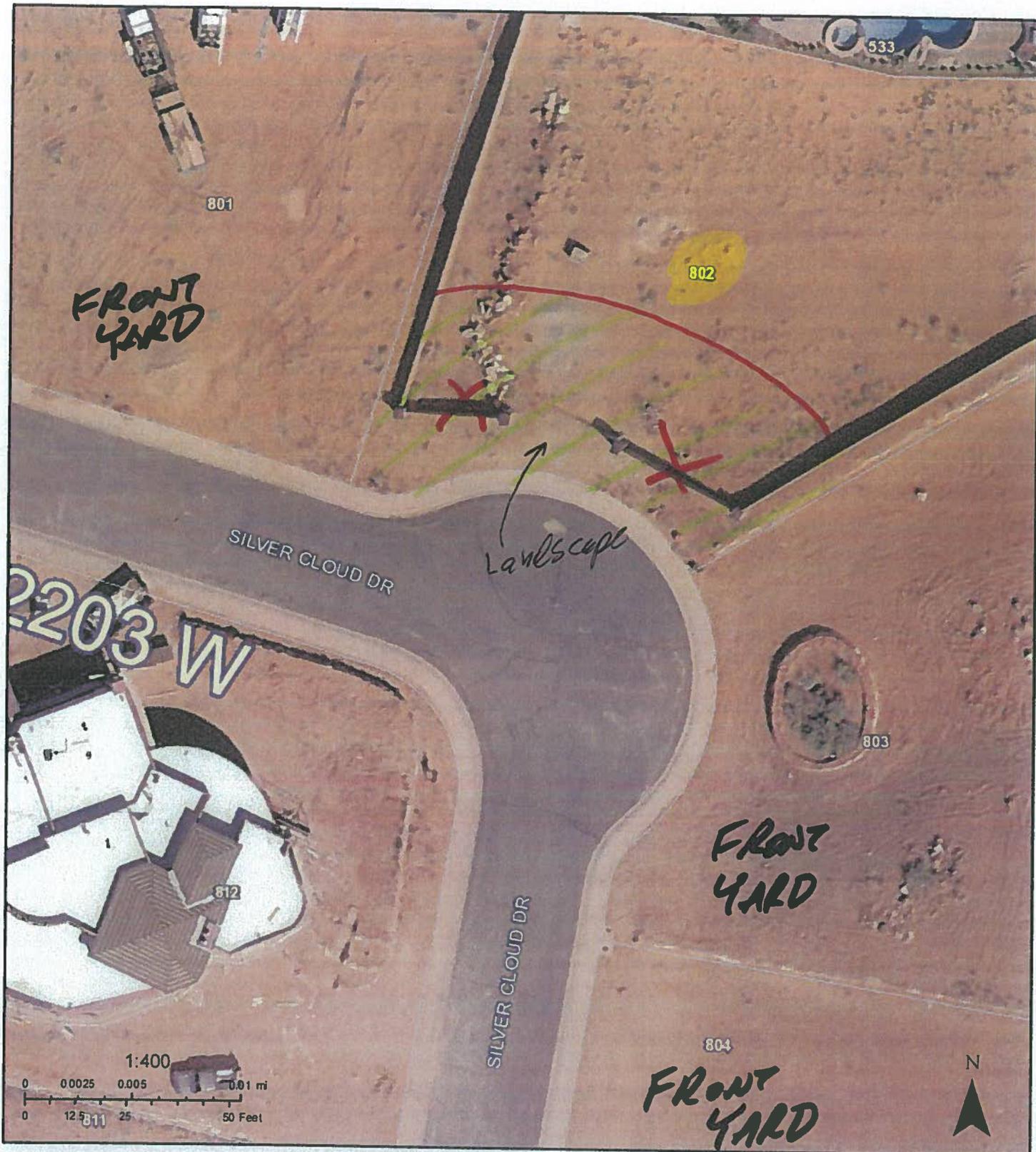


Lot 533 & Lot 802

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

April 15, 2015





Rear of Lot 802 on Silver Cloud

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

April 15, 2015

PCR ITEM 5A

Preliminary Plat

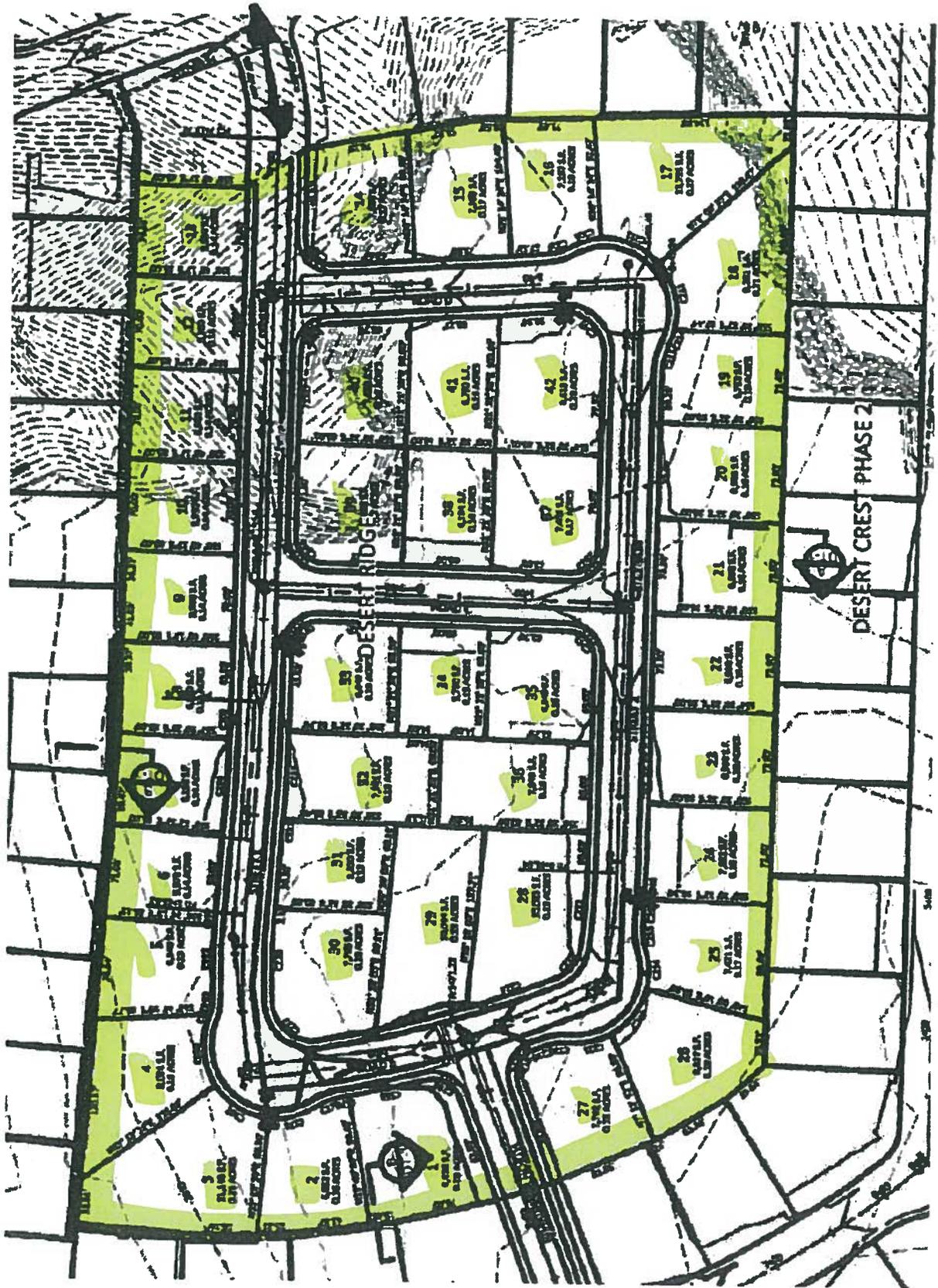
PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

PRELIMINARY PLAT

Desert Ridge

Case No. 2015-PP-010

- Request:** A request to approve a preliminary plat for a forty-two (42) lot residential subdivision
- Location:** South Desert Canyons Parkway
- Property:** 9.42 acres
- Number of Lots:** 42
- Density:** 4.45 dwelling units per acre
- Zoning:** PD-R (PD-12)
- Adjacent zones:** This plat is surrounded by the following zones:
North – PD-R
South – PD-R
East – PD-R
West – PD-R
- General Plan:** Low Density Residential (LDR)
- Applicant:** Quality Development
- Representative:** Ken Miller
- P.C.:** The Planning Commission recommends approval subject to:
1. Subject to 50% Open Space Dedication
 2. Proposed roadway Rimrunner North will need to be dedicated with or prior to plats recording within this development.
 3. Desert Canyons Parkway will also need to be improved and dedicated prior to any final plats recording.
 4. Subject to legal review.





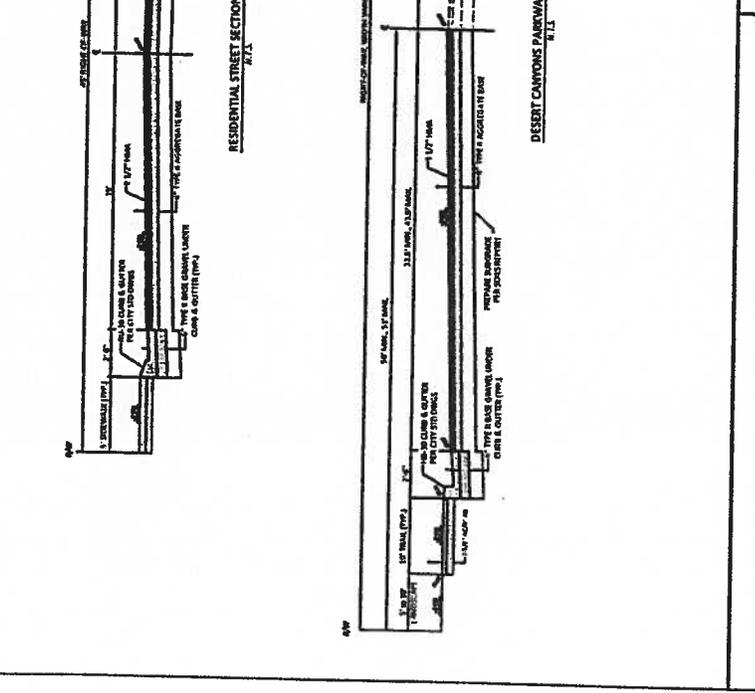
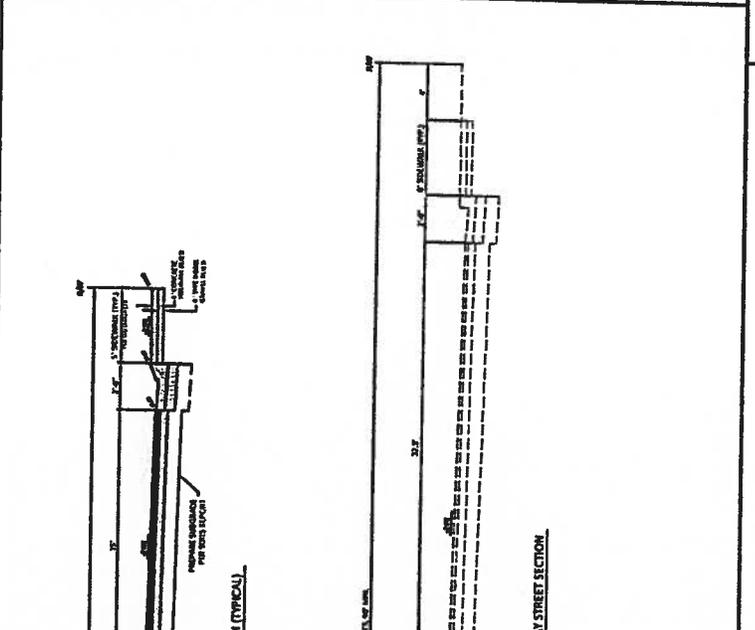
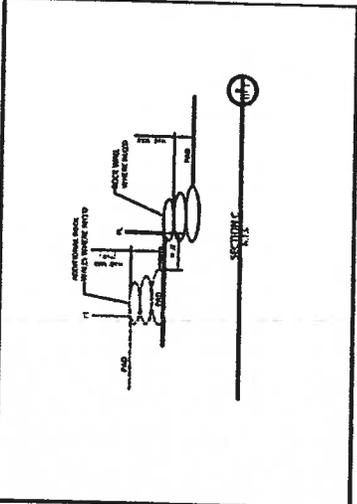
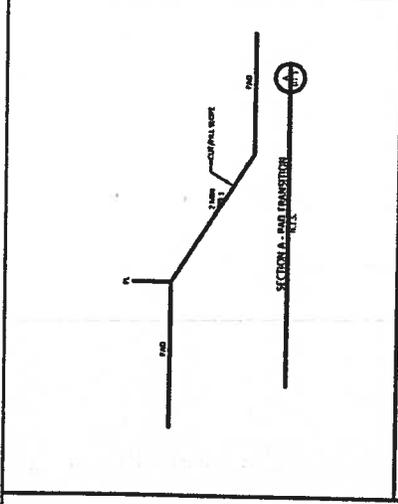
DATE	DESCRIPTION
12/31/2023	PRELIMINARY PLAT

**DESERT RIDGE
AT DESERT CANYONS**

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS
12345 Desert Blvd, Suite 100
Phoenix, AZ 85001
Office: (602) 555-1234
www.developmentsolutions.com

2

2 OF 2 TOTAL



CURVE	STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA	PI POINT	TANGENT
C100	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C101	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C102	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C103	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C104	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C105	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C106	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C107	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C108	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C109	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C110	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C111	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C112	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C113	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C114	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C115	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C116	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C117	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C118	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C119	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C120	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'

CURVE	STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA	PI POINT	TANGENT
C121	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C122	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C123	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C124	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C125	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C126	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C127	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C128	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C129	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C130	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C131	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C132	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C133	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C134	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C135	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C136	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C137	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C138	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C139	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'
C140	210.00	S 81.17° E 191.91'	191.91'	191.91'	173.27°	105.87'	191.91'

PCR ITEM 5B

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCIL MEETING: 04/16/2015

PRELIMINARY PLAT

Tonaquint Heights Phase 2
Case No. 2015-PP-011

- Request:** A request to approve a preliminary plat amendment for a thirteen (13) lot residential subdivision
- Location:** Located south of 2440 South in the general vicinity and west of Tonaquint Drive (1170 West and Chandler Drive).
- Property:** 11.95 acres
- Number of Lots:** 13
- Density:** 1.1 dwelling units per acre
- Zoning:** R-1-40
- Adjacent zones:** This plat is surrounded by the following zones:
North – R-1-10
South – OS
East – OS
West – R-1-40
- General Plan:** Open Space (OS)
- Applicant:** Development Solutions
- Representative:** Ryan Thomas / Logan Blake
- P.C.:** The Planning Commission recommends approval with recommended conditions:
1. The originally approved Preliminary Plat requires revising due to vicinity changes (Church) since it was previously approved.
 2. Lots 106, 107, 110, 111, and 114 will have applicable “No Disturb” areas adjusted.
 3. Chandler Road changed to a cul-d-sac (due to church site development)
 4. Subject to legal review



Tonaquint Drive

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

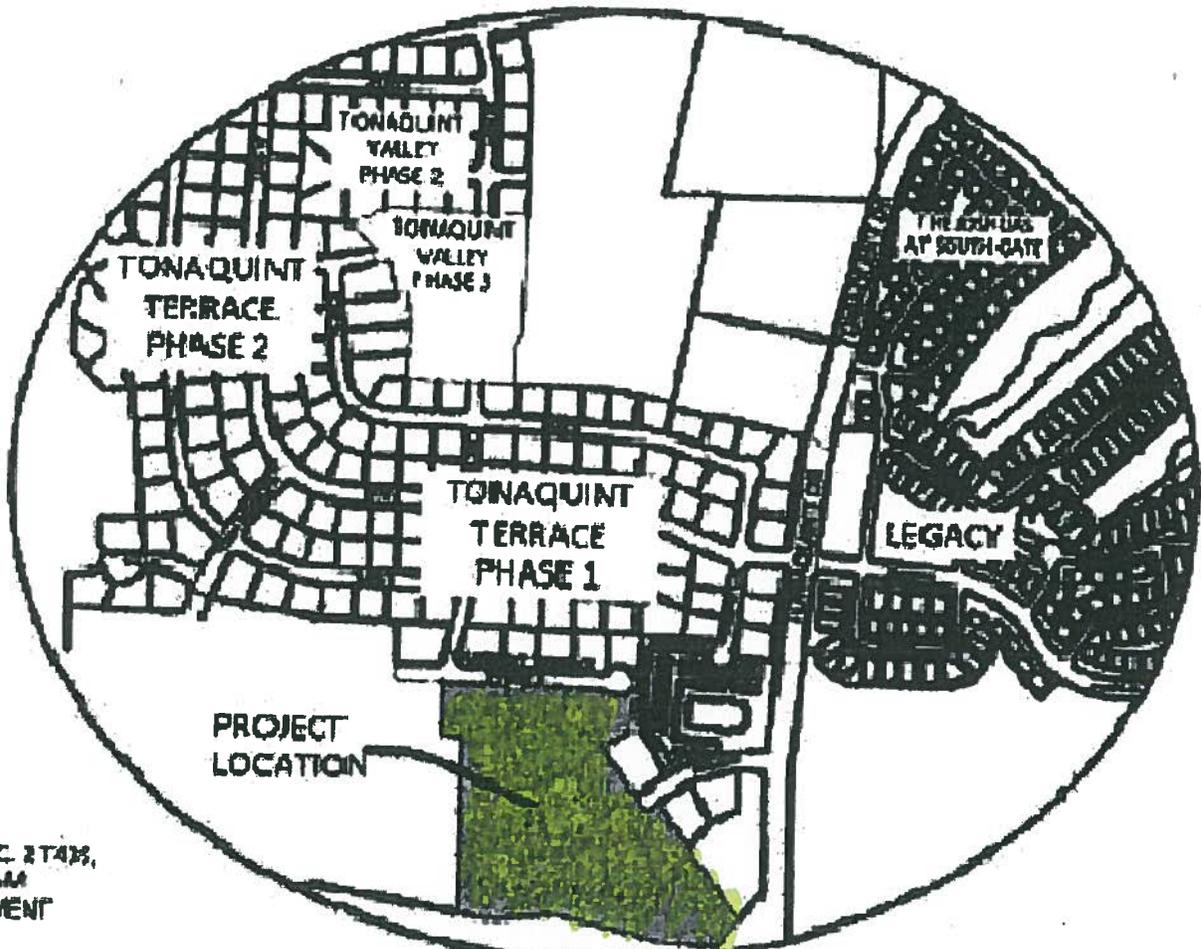
April 15, 2015



Vicinity

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 SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

April 15, 2015



SEC. 2143,
SAM
UMENT

Vicinity Map

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

Date Submitted 2015-04-13 11:05:48

Applicant Shawn Patten, Creative Dimensions

Quick Title CUP to construct a detached accessory structure 28' in height

Subject Consider a request for a Conditional Use Permit for permission to construct a detached accessory RV garage with an attached covered outdoor living patio and an attached pool equipment room that will exceed the allowable ridge height of fifteen (15') feet. The property is zoned RE-20 (Residential Estate 20,000 sq. ft. minimum lot size). The property is Lot 78 of the Meadow Valley Farms subdivision and is located at 2433 E 3995 S. Case No. 2015-CUP-006. (Staff " Ray Snyder).

Discussion The proposed accessory structure would have approximately a sixteen foot (16') building wall for the RV garage and approximately a twelve foot (12') common wall (to the RV garage) for the covered outdoor living area. The roof height would be approximately a twenty-three foot to twenty-eight foot (23' to 28') ridge height. Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation Similar to other accessory building approvals in the past. The PC recommends approval.

Action Taken

Requested by John Willis

File Attachments

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

PCR ITEM 6
CUP
(RV & Outdoor Living Area – Height)

PLANNING COMMISSION AGENDA REPORT: 04/14/2015
CITY COUNCL MEETING: 04/16/2015

CONDITIONAL USE PERMIT
Case No. 2015-CUP-006

Request: To construct a detached accessory RV garage with an attached covered outdoor living patio and an attached pool equipment room that will exceed the allowable ridge height of fifteen (15') feet.

Property: The property is Lot 78 of the Meadow Valley Farms subdivision and is located at 2433 E 3995 S.

Representative: Mr. Keith Welch
Keith Welch Construction
1164 W 2320 S
St George Utah 84770

Applicant(s): Ford Residence

Designer: Creative Dimensions
Shawn Patten

Zoning: RE-20 (Residential Estate 20,000 sq. ft. minimum lot size)

Ordinance: The City Council can grant a Conditional Use Permit for a greater height as per City Code 10-7B-6(B)(7) "Modifying Regulations.

Title 10, Chapter 7 "Residential Zones" Article 7A "Residential Estate Zones," Section 10-7A-4-B "HEIGHT REGULATIONS," reads: . . . "No accessory building shall be erected to a height greater than fifteen feet (15') unless reviewed by the Planning Commission and approved by the city council as a conditional use permit."

Height(s) Request: The proposed accessory structure would have approximately a sixteen foot (16') building wall for the RV garage and approximately a twelve foot (12') common wall (to the RV garage) for the covered outdoor living area. The roof height would be approximately a twenty-three foot to twenty-eight foot (23' to 28') ridge height (*the RV height & outdoor living area are at different grades – see graphics*).

Adj. Land: Single-family residences

Notice: Notice letters were sent to property owners within a 300 ft. radius and notice was posted in four (4) public places: the City website, State website, and on two (2) bulletin boards in the City.

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

Comments:

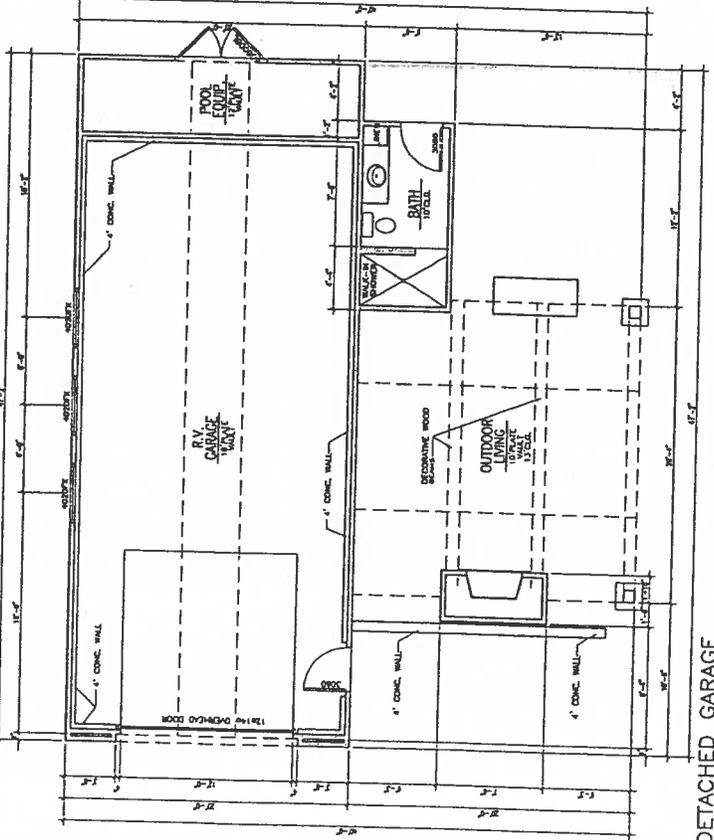
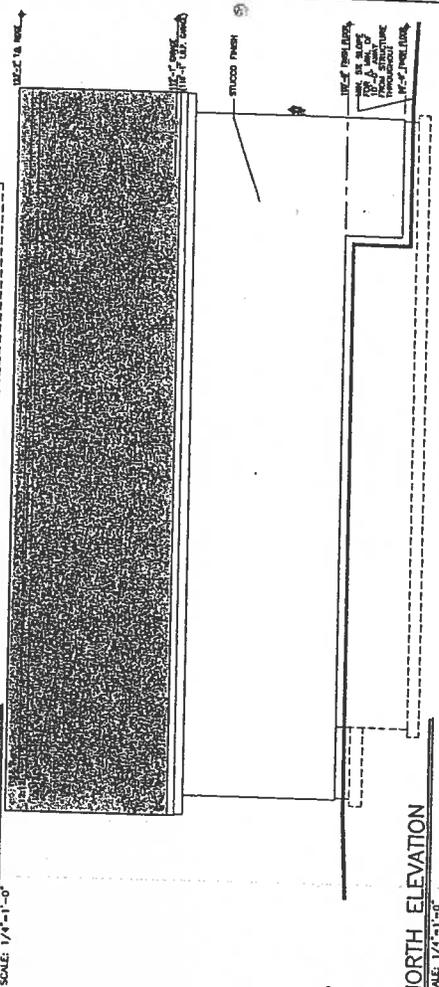
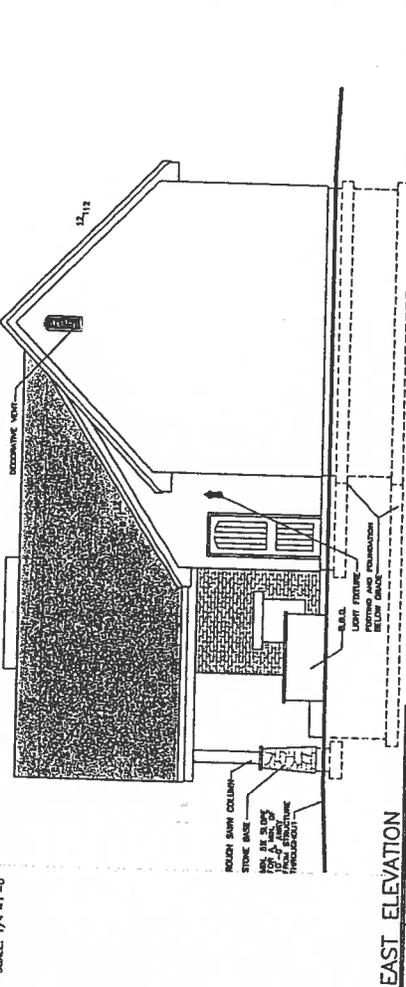
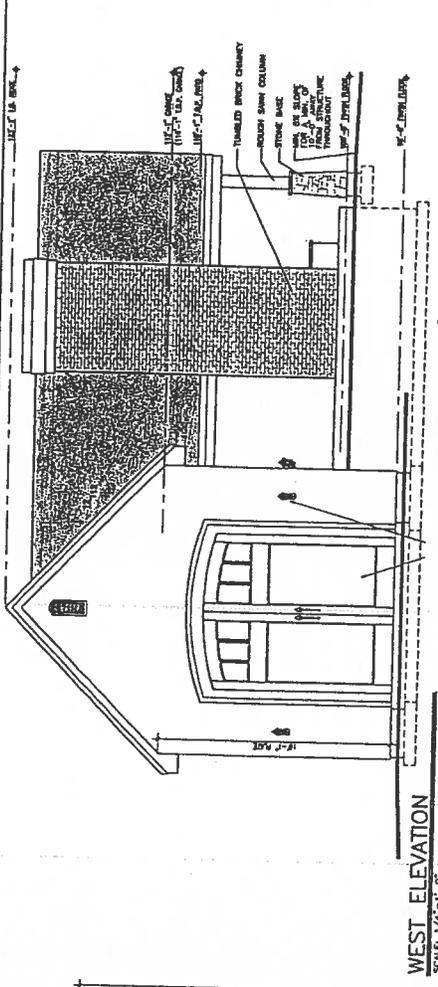
1. The property is a **corner lot** with frontage & access on both 2420 East Street and 3995 South Street.
2. There will be a total of **three (3) garages** permitted on this property.
3. The detached RV Garage with the attached outdoor living area will have **access** by a driveway on 2420 East Street.
4. The **total driveway(s) width** on the property shall not exceed 46 ft.
5. According to the representative, the use of the detached structure will be used for **RV storage** and as an **outside living area** (with an outdoor fireplace & BBQ).
6. The proposed detached structure will be **setback** 10 ft. from the north property line (rear yard – the house faces 3995 South Street) and will be approximately 76 ft. from the side yard (to the east property line) Proposed side and rear yard setbacks will be in compliance with code. The RE-20 zoning district does not require a greater setback due to a higher wall, nor does it limit the height of walls. The structure will be approximately 85' feet from the home.
7. The proposed **RV garage wall height** will be approximately 16 ft. high.
8. The proposed **height to the ridge** of the RV garage will be approximately 28 ft. to accommodate an RV.
9. The proposed structure will **not encroach** onto any City easements.
10. The detached structure will be constructed of similar **materials** as the home will match the exterior finishes and roof of the main house.

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

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

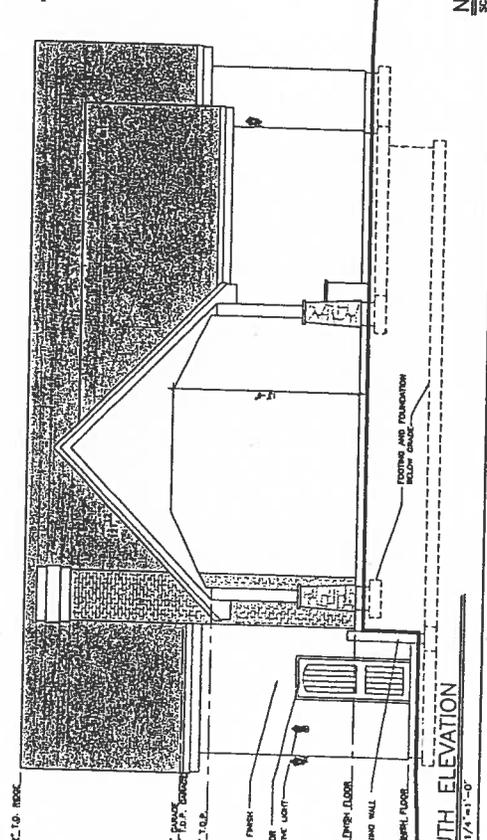
	N/A	B. Dust	<ol style="list-style-type: none"> 1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	<ol style="list-style-type: none"> 1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
The detached structure will be constructed of similar materials to match the primary residence.		D. Aesthetics	<ol style="list-style-type: none"> 1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	N/A	E. Safety	<ol style="list-style-type: none"> 1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
	N/A	F. Traffic	<ol style="list-style-type: none"> 1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
<p>The detached structure will be approximately 23 to 28 feet in height (to the ridge)(Note: the RV garage & outdoor living are at different grades).</p> <p>PC determined photo simulation not applicable for this single family residential accessory structure</p>		G. Height	<ol style="list-style-type: none"> 1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
	N/A	H. Hours of Operation	<ol style="list-style-type: none"> 1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.

	N/A	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
This detached structure is within the existing character of the residential estate zone.		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
	N/A	K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)



SQUARE FOOTAGE:

Garage Floor	333 S.F.
Outdoor Storage Wall	34 S.F.
Pool Room	34 S.F.
Total	401 S.F.





Aerial 1

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

April 1, 2015



Aerial 2

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

April 1, 2015



General Plan

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

April 1, 2015

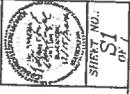




Zoning

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April 1, 2015



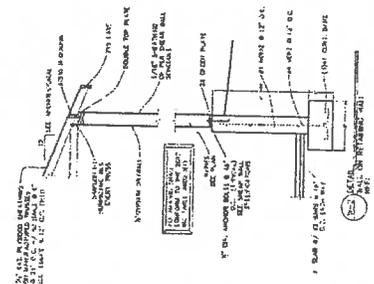
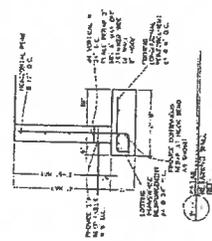
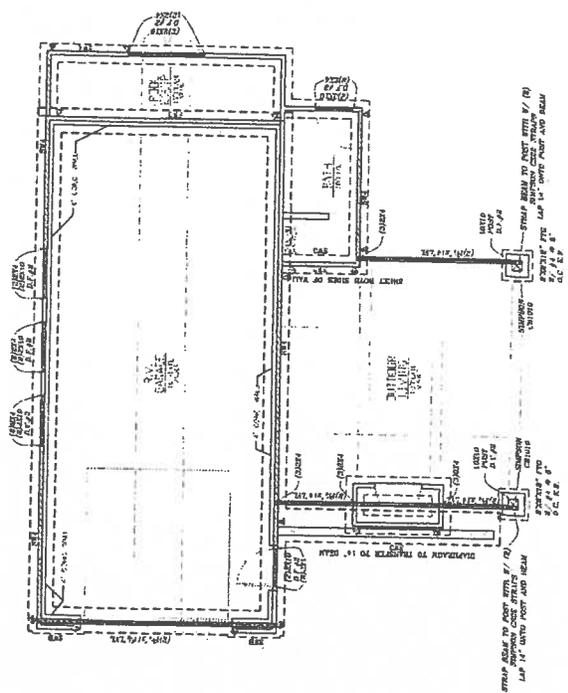
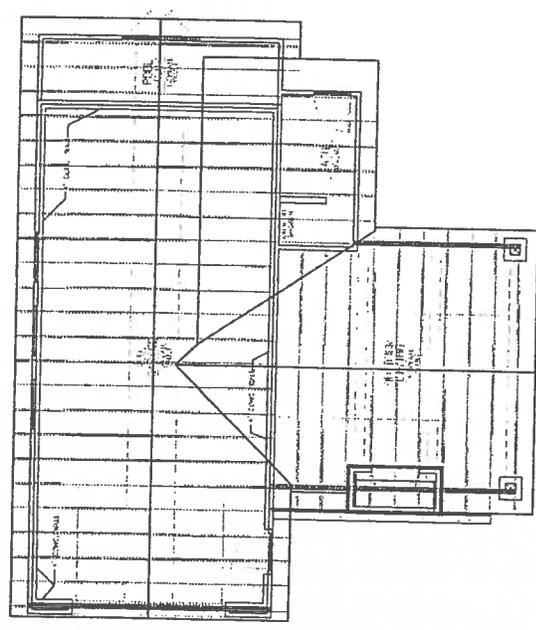
DETACHED GARAGE
 78 MEADOW VALLEY FARMS
 FORD RESIDENCE
 ST. GEORGE, UTAH

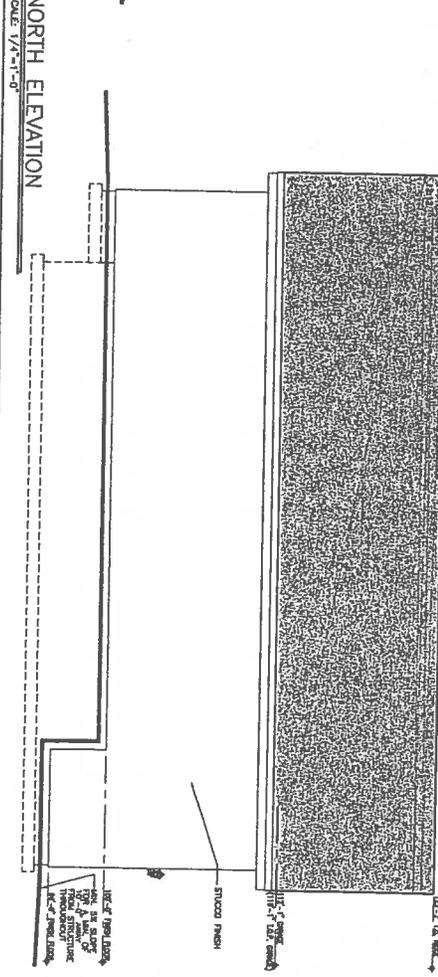
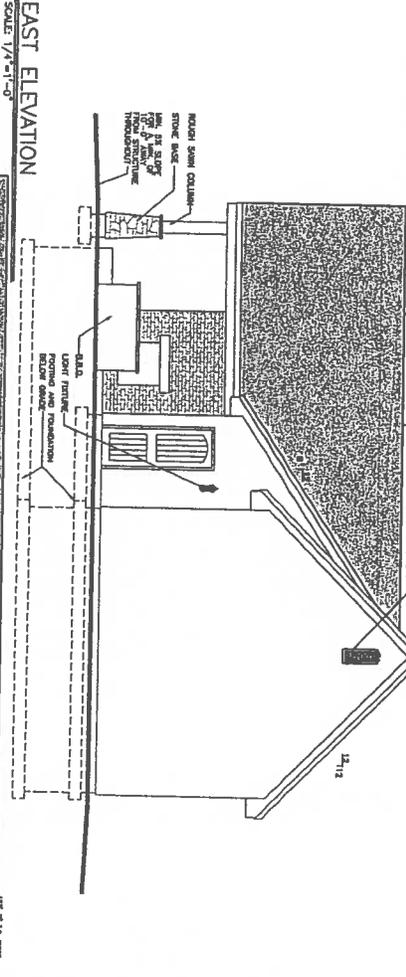
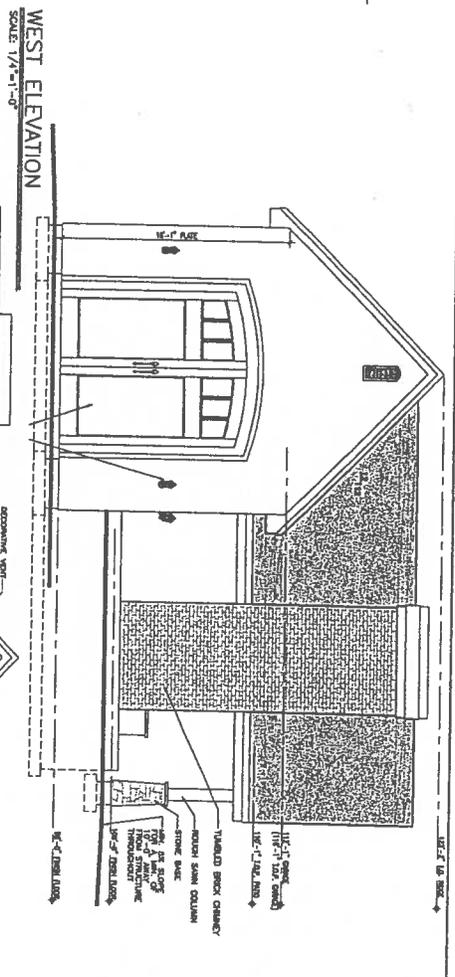
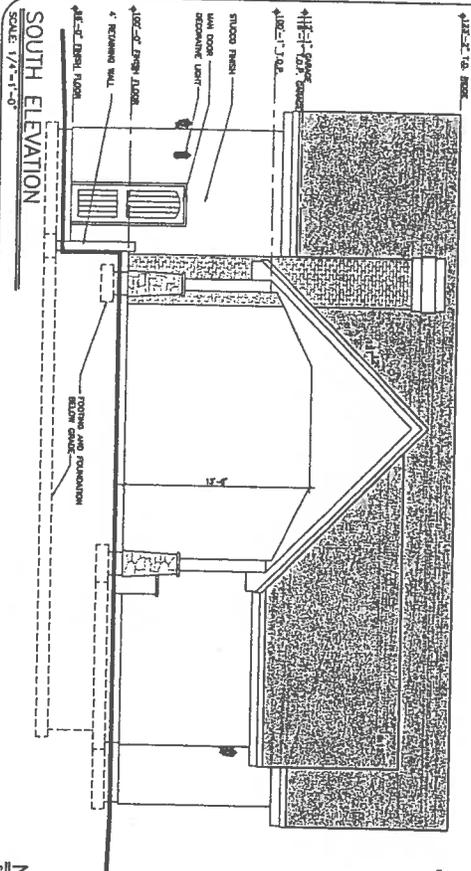
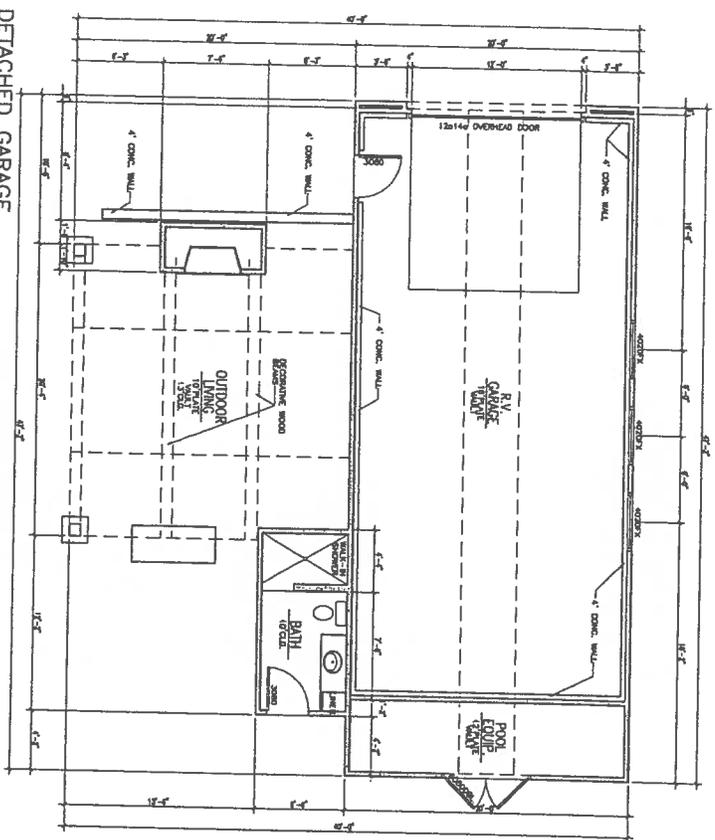
BLACKROCK ENGINEERING, P.C.
 1000 WEST 1000 SOUTH
 ST. GEORGE, UTAH 84770

DATE	11/15/2011
PROJECT	DETACHED GARAGE
CLIENT	FORD RESIDENCE
LOCATION	78 MEADOW VALLEY FARMS
DRAWN BY	J. W. BLACKROCK
CHECKED BY	J. W. BLACKROCK
SCALE	AS SHOWN
NO. OF SHEETS	1
SHEET NO.	1

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. FOUNDATION SHALL BE CONCRETE ON COMPACTED GRAVEL.
3. ROOF SHALL BE 12/12 PITCH WITH 1/2" OSB SHEATHING AND 1" INSULATION.
4. EXTERIOR WALLS SHALL BE 8" CMU WITH 1" INSULATION AND GYPSUM BOARD INTERIOR FINISH.
5. INTERIOR WALLS SHALL BE 5/8" GYPSUM BOARD ON STUDS.
6. FLOOR SHALL BE 4" CONCRETE ON 2" INSULATION AND 1/2" OSB SHEATHING.
7. CEILING SHALL BE 5/8" GYPSUM BOARD ON JOISTS.
8. DOORS SHALL BE 60" X 80" WITH 1" INSULATION AND GYPSUM BOARD FINISH.
9. WINDOWS SHALL BE 48" X 72" WITH 1" INSULATION AND GYPSUM BOARD FINISH.
10. ELECTRICAL SHALL BE PER UTI CODE.
11. MECHANICAL SHALL BE PER UACI CODE.
12. FINISHES SHALL BE PER UTI CODE.





DRAFTAgenda Item Number : **6C**

Request For Council Action

Date Submitted 2015-04-13 15:17:17

Applicant Kevin Lewis

Quick Title Interlocal agreement with Wash. Co. for Ironman 70.3 event

Subject Consider approval of an interlocal agreement with Washington County in hosting Ironman 70.3 St. George Competition

Discussion This is an interlocal agreement between the City of St. George and Washington County for the Ironman 70.3 event for the following years: 2015, 2016, 2017, 2018 2019, and 2020. The terms of the agreement are similar to the past agreement and commits the City to provide up to \$25,000 for each event in cash and in-kind services.

Cost \$0.00

City Manager Recommendation Similar to what has been done in past years. We try to use in-kind rather than cash wherever possible. Recommend approval.

Action Taken

Requested by Marc Mortensen

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

INTERLOCAL COOPERATION AGREEMENT
TO PROVIDE SUPPORT TO
WASHINGTON COUNTY IN HOSTING THE
IRONMAN 70.3 ST. GEORGE COMPETITION

This Interlocal Cooperative Agreement (the "Agreement") is entered into by WASHINGTON COUNTY, a political subdivision of the State of Utah ("the County"); and the CITY OF ST. GEORGE, a Utah municipal corporation ("St. George" or "the City"), hereinafter collectively referred to as "Participants". The purpose of the Agreement is to set forth the obligations that St. George will perform to support the County in hosting the Ironman 70.3 St. George ("Ironman") and the County's contract with World Triathlon Corporation ("WTC").

RECITALS

WHEREAS, for the past five years, Washington County and St. George City have worked together with other public entities in order to host an Ironman event; and

WHEREAS, the prior event hosting agreement between Washington County and WTC as well as the prior interlocal agreement between the City and County regarding the Ironman event have expired and need to be renewed for the area to successfully host the Ironman event; and

WHEREAS, The County is entering into a Host Venue Sponsorship Agreement with WTC (the "Ironman Contract"), a copy of which is attached hereto as Exhibit "A", whereby WTC will provide and conduct, and County will host, the Ironman 70.3 St. George, together with related events and activities, pursuant to the terms set forth therein; and

WHEREAS, The Utah Interlocal-Cooperation Act, Utah Code Annotated Sections 11-13-101 et seq. (1953, as amended), permits local public agencies, including counties and cities, to make the most efficient use of their powers through cooperating with other public agencies; and

WHEREAS, due to the large positive economic impact that will come to St. George and its residents by having the Ironman 70.3 St. George conducted by WTC in and around the City of St. George, St. George is willing to assist the County in fulfilling some of the County's responsibilities under the Ironman Contract.

THEREFORE, the Participants agree as follows:

REQUIREMENTS OF THE COUNTY UNDER THE IRONMAN CONTRACT
THAT SHALL BE PROVIDED BY ST. GEORGE

- Section 1. St. George shall provide the following to the County at no expense to the County, during each year of the term of the Ironman Contract:
- (a) **Planning and Coordination.** Coordinate the acquisition of facilities, permitting, volunteer recruitment, and transportation for all race sites in St. George to include: transition areas, finish line, athlete recovery area, concessions, parking, VIP hospitality, merchandise sales and spectator viewing.

- (b) **Warehouse Space.** For each Event St. George shall provide approximately 40,000 sq. ft. of warehouse space near the Event site to house WTC's Event equipment and supplies (the "Complimentary Storage Space"). The Complimentary Storage Space must be staffed to accept deliveries. Upon WTC's request St. George shall make such Complimentary Storage Space available for WTC's use, provided, however, that WTC's use of the Complimentary Storage Space shall not exceed forty-five (45) days.
- (c) **Venues/Facilities.** St. George shall provide certain areas of the St. George Town Square for the Event which shall consist of a large centralized area for run course, finish line, victory celebration area (finish area), athlete recovery area, concessions, parking, VIP hospitality, merchandise sales and spectator viewing. Tents shall be provided by WTC. The Parties acknowledge that certain facilities will be required from the Tuesday before to the Tuesday immediately following each Race.
- (d) **Concessions.** St. George shall make arrangements for food and beverage concessions at Town Square and will retain all revenue from such food and beverage concessions.

SERVICES

Section 2. With respect to each Event, St. George shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) up to \$25,000.00 (based on fair market value) of the following services.

- (a) **Police, Emergency and Other Municipal Services.** Provide and/or arrange for the provision of costs for police and municipal services necessary to plan and conduct the event, including police, traffic operations, traffic control devices (cones, barricades, VMS boards), community awareness, waste management, electrical services, and parking and transportation management. St. George shall ensure that police will command and ensure all emergency services (police, fire, and ambulance) needed to maintain public safety. St. George shall temporarily install a special command post that will bring together all three emergency services (police, fire and ambulance), private security, volunteer security personnel, and communications. City shall coordinate police and service employee schedules during race week to provide for the least amount of overtime hours possible during race day.
- (b) **Traffic Control Devices and Services.** St. George shall provide traffic devices, engineering diagrams, and plans to assure maximum road safety in partnership with local and state police services. St. George shall provide variable message boards, barricades, cones for traffic control, special event traffic signage and parking signs, temporary traffic light system, and traffic control vehicles equipped with yellow arrows with in the city.
- (c) **Community Awareness.** St. George shall provide community notifications (provided a reasonable time before the Event) to all potentially affected persons and third parties within the city, informing them of planned street closures and Event schedules.
- (d) **Waste Management Services.** St. George shall ensure that the Venue is clean and well-kept at all times. Adjustments will be put in place according to the needs of WTC. Recycle containers, garbage units, large units for disposal, transportation, and manpower will be provided by Host.

- (e) **Telephone/Internet Access; Electrical Services and Equipment; Lighting.** St. George shall provide to each site within the city where necessary telephone and high-speed internet access to accommodate athlete check-in, exposition, merchandise sales, media center, meeting space, press conference, and race office. St. George shall provide a special event electricity system. Power hook-ups will be provided by certified technicians under the applicable construction code and regulations. To the extent lighting is already present at the Venue, St. George shall supply lighting for certain areas within the city such as the transition area, swim, bike, and run courses, medical, and the finish area.
- (f) **Parking & Transportation Management.** Host shall provide (or cause to be provided) (i) satellite parking lots outside the operations perimeter with parking lot attendants and (ii) transportation services and transportation for athletes and spectators on Race day.

TERM

- Section 3. This Agreement shall become effective on the date that both Participants have duly executed the Agreement. The term of the Agreement shall expire on May 31, 2020, unless otherwise agreed to in writing by the parties.

COMPLIANCE

- Section 4. St. George shall agree to the following items in order to comply with the terms of the Ironman agreement:
- (a) **Intellectual Property of WTC.** St. George shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the IRONMAN® mark, the 70.3® mark, and the design mark known as the "M-DOT." St. George shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.
- (b) **No Construction; Street Cleaning.** Unless reasonably required and unavoidable, St. George shall not begin and/or effect any structural, engineering, beautification, or related works during the Event and the week prior to the Event. St. George shall be responsible for sweeping and cleaning up all Venue areas prior to and after each Event.
- (c) **Venue & Race Course Exclusivity; Condition of Race Course.** St. George shall provide WTC with exclusive use of locations within the Venue for purposes of staging and conducting the Race, the transition areas and infrastructure, the Expo, and all other aspects of the Event. St. George shall ensure that all roads, waterways, and all other public spaces to be used for the Race within the Venue are closed to the public during the Race and for a reasonable period before and after the Race, and are made exclusively available to WTC during such periods. St. George shall ensure that all Race routes within the Venue are in good condition during the Event.

EXCLUSIVITY

- Section 5.
- (a) **Use of Racecourse and Event-Related Areas.** Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the

“Event Period”), St. George shall not produce, conduct, host, or permit any event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-related area; provided, however, that during the Event Period (excluding Race day) private functions and corporate events may take place but only if such events do not do or include any of the following:

- (i) Include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
- (ii) Include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services;
- (iii) Occur on the Race course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
- (iv) In any way jeopardize or adversely impact Event production or operations;
- (v) Infringe on any WTC intellectual property rights; or
- (vi) Include or constitute Ambush Marketing (as defined in Section 6 or otherwise promote themselves as purportedly being part of or in connection with the Event).

AMBUSH MARKETING

Section 6.

- (a) “Ambush Marketing” means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.
- (b) The City shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent the City is prohibited by law from doing so, the City shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:
 - (i) Causing its employees and agents to promptly report, to WTC and the proper City or County authorities, any marketing or activity reasonably appearing to be Ambush Marketing;
 - (ii) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the City's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);
 - (iii) Using, invoking, and applying the City's powers to protect all trademarks and copyrights associated with the Event;
 - (iv) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;

- (v) Causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by the City or, if applicable, law enforcement personnel; and
- (vi) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

CONSIDERATION PROVIDED BY WTC

Section 7. **With respect to each Event, WTC shall provide to the City of St. George (the “City”) the following sponsorship benefits:**

- (a) **Designation**. The right to designate the City as the “Official Sponsor of IRONMAN 70.3 St. George” in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to approval by WTC.
- (b) **Social Media**. The right to provide City-related content to WTC to be integrated into each Event’s social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the City’s sponsorship.
- (c) **Event-Specific Email Inclusion**. The City may provide City-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.
- (d) **Logo Exposure**. Inclusion of the City’s logo, with a link to the City’s website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.
- (e) **Hospitality Passes**. Four (4) complimentary sponsor hospitality passes for the Event for use by the City’s employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.
- (f) **Snow Fencing**. Six hundred feet (600’) of City-branded snow fencing, paid for and provided by the City, for placement by WTC at the Venue.
- (g) **Public Announcer Mentions**. Public announcer mentions, acknowledging the City’s sponsorship of the Event, periodically during the Expo and on Race day at the Venue. The City shall provide the content of such announcements to WTC reasonably in advance.
- (h) **Dasher Boards**. Two (2) City-branded dasher boards for placement by WTC in the finish-line chute at the Event.
- (i) **Expo**. A 10’ x 10’ space in the Expo at the Event, which Expo space may be used by the City to promote its products and services, provided that the City (A) enters into a separate written Expo vendor agreement with WTC and (B) complies with WTC’s Expo rules and regulations.
- (j) **Athlete Kit Inserts**. The right to provide City-branded items (such as coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete Race kits, volunteer kits, and media kits at the Event.

- (k) **Event Entries.** Two (2) complimentary Race entries for the Event (i.e., to participate as an age-group athlete in the Race) for use by the City's employees or representatives. The City shall provide to WTC the name and email address for each athlete at least sixty (60) days prior to the applicable Race, and inform the athletes of the following requirements: (i) no entry may be sold, assigned, or otherwise transferred; (ii) WTC will email online registration instructions to the athletes; (iii) each entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for entry in such race in a later year; (iv) athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the entry will be null and void, without any refund right or any other right to compensation or reimbursement; and (v) athletes must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in.

Section 8. **With respect to each Event and in addition to the sponsorship benefits above, WTC shall provide to the City, the Convention & Tourism Office, and the Sports Commission (collectively, the "Host Parties") the following sponsorship benefits:**

- (a) **License of Event Photos & Videos.** Subject to the terms of this Agreement and unless otherwise agreed to by the Parties in writing, during the Term and subject to any third-party intellectual property rights therein, the Host Parties shall have a limited, non-exclusive license (a "Limited License") to use (i) any of the WTC-owned photographs of the Event as may be provided to the Host Parties by WTC (the "WTC Photos") and (ii) any photographs and/or video of the Event produced by Host (the "Host-Produced Photos & Videos") provided that:
- (i) Such use is solely for purposes of promoting and advertising the Venue and the Host Parties' sponsorship of the Events;
 - (ii) Such use complies fully with all guidelines of WTC's Media and Television departments, including, without limitation, inclusion of proper copyright and attribution notices;
 - (iii) The Host Parties may use the WTC Photos and/or Host-Produced Photos & Videos in vacation planners, marketing brochures and on the Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties use the WTC Photos or the Host-Produced Photos & Videos in connection with any merchandise, products, or services;
 - (iv) Upon WTC's request the Host Parties shall immediately discontinue use of any WTC Photos and/or Host-Produced Photos & Videos;
 - (v) The WTC Photos and Host-Produced Photos & Videos are, and shall remain, the property of WTC. Any and all rights in, to, or under the WTC Photos and Host-Produced Photos & Videos shall enure solely to the benefit of WTC; and
 - (vi) The Host Parties shall not transfer or assign the Limited License or sub-license any of the WTC Photos or the Host-Produced Photos & Videos.
- (b) **License of Event Logo.** During the Term, the Host Parties shall have a limited, non-exclusive license (the "License") to use the Event Logos, provided that:
- (i) Such use is solely for purposes of promoting and advertising the Venue and the

Host Parties' sponsorship of the Events;

- (ii) Such use complies fully with the terms of this Agreement, including without limitation, the Trademark Standards and Usage Guidelines contained in Exhibit D;
- (iii) The Host Parties may use the Event Logos in vacation planners, marketing brochures and on Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties sell or produce any IRONMAN-branded or Event-branded merchandise, products, or services;
- (iv) The Event Logos are, and shall remain, the property of WTC, and any and all rights in, to, or under the Event Logos, or any copyrights or other intellectual property of WTC, shall enure solely to the benefit of WTC;
- (v) The Host Parties shall not transfer or assign the License or sub-license any of the Event Logos; and
 - 1. The License expires immediately upon expiration or earlier termination of this Agreement.

INDEMNIFICATION

Section 9.

- (a) Each Participant agrees to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence while acting within the scope of their authority, and agree to be liable for any damages resulting from said negligence to the extent permitted by law. Each Participant shall indemnify, defend and hold the other Participant and its officers, employees, and/or agents harmless to the extent set forth in this subparagraph.
- (b) Nothing contained herein shall be construed as consent by either of the Participants to be sued by third-parties in any manner arising from this Agreement, or as a waiver of sovereign immunity as to any Participant.

GENERAL PROVISIONS

Section 10.

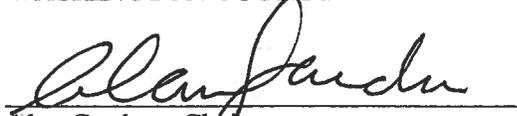
- (a) Interlocal Agreement to be Kept on File. Each Participant will file this Agreement with its keeper of records.
- (b) Approval. This Agreement shall be approved by each party, pursuant to the requirements of the Interlocal Cooperation Act.
- (c) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to the requirements of the Interlocal Cooperation Act.

- (d) Costs. Unless otherwise stated in this Agreement, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- (e) No Interlocal Entity. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the duly assigned employees of the Participants, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party
- (f) Participants Status. Each Participant represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- (g) Termination of Agreement. This Agreement shall be in full force and effect and be legally binding upon the Participants only after its approval and execution by the governing bodies of each of the Participants. This Agreement shall automatically terminate if and when the Ironman Contract is terminated prior to the fulfillment of its term. Furthermore, the Participants by mutual consent may terminate the Agreement at any time after all contractual obligations and debts relating to this Agreement have been fulfilled and retired.
- (h) Counterparts. This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. The Participants agree that they will execute all instruments, documents, and resolutions or ordinances necessary to give effect to the terms of the Agreement.
- (i) Entire Contract. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Participants relating to the subject matter hereof and constitutes the entire contract between the Participants regarding the formation and powers of the Cooperative.
- (j) Amendment. This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each Participant after adoption of a resolution by the governing body of each participant approving the modification or amendment.
- (k) Dispute Resolution. The Participants to this Agreement are governmental entities working together for mutual advantage. In the event a dispute arises with respect to this Agreement, the Participants agree to first submit the matter to non-binding mediation.
- (l) Governing Law. This Agreement shall be governed by the laws of the State of Utah.

SIGNATURE BLOCK

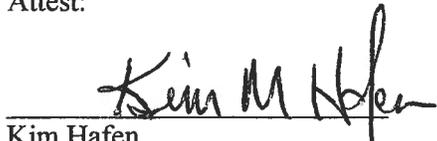
IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their duly authorized representatives as of the Date first written above.

WASHINGTON COUNTY



Alan Gardner, Chair
Washington County Commission

Attest:



Kim Hafen
Washington County Clerk-Auditor

Date: 2/26/15

Approved as to form and compatible with State law:


Eric Clarke
Deputy Washington County Attorney

CITY OF ST. GEORGE

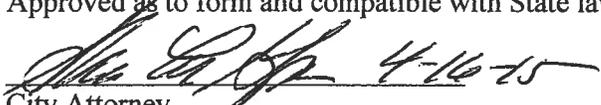
By: _____

Title: _____

Attest:

Date: _____

Approved as to form and compatible with State law:


City Attorney



WASHINGTON COUNTY

197 East Tabernacle ♦ St. George, Utah 84770

Telephone: (435) 634-5700 ♦ Fax: (435) 634-5753

www.washco.utah.gov

Employer of Choice

COMMISSION

ALAN GARDNER, Chairman
alan.gardner@washco.utah.gov

VICTOR IVERSON
victor.iverson@washco.utah.gov

ZACHARY D. RENSTROM
zachary.renstrom@washco.utah.gov

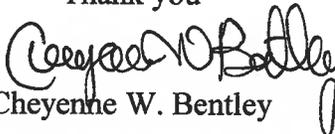
March 2, 2015

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

Dear Christina,

Enclosed in an Interlocal Cooperation Agreement to Provide Support to Washington County in Hosting the Ironman 70.3 St. George Competition. Could you please sign where indicated and return to us.

Thank you


Cheyenne W. Bentley

1 **ST. GEORGE CITY COUNCIL MINUTES**
2 **REGULAR MEETING**
3 **FEBRUARY 19, 2015, 5:00 P.M.**
4 **CITY COUNCIL CHAMBERS**
5

6 **PRESENT:**

7 **Mayor Jon Pike**
8 **Councilmember Gil Almquist**
9 **Councilmember Jimmie Hughes**
10 **Councilmember Michele Randall**
11 **Councilmember Joe Bowcutt**
12 **Councilmember Bette Arial**
13 **City Manager Gary Esplin**
14 **City Attorney Shawn Guzman**
15 **City Recorder Christina Fernandez**
16

17 **OPENING:**

18 Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge
19 of Allegiance to the Flag was led by Scout Kale Call and the invocation was offered by
20 Jeremy Hargis with the Westside Baptist Church.
21

22 Mayor Pike invited the Scouts in the audience to stand up. Additionally, he invited
23 the Youth City Council and their advisor, Della Lowe to stand as well as the senior
24 class of elementary education from Dixie State University.
25

26 **APPOINTMENT OF CITY TREASURER:**

27 **Appointment of Aaron D. Olsen as the new City Treasurer effective February**
28 **23, 2015.**
29

30 Administrative Services Director Deanna Brklacich introduced Aaron Olsen who
31 currently works at Washington City. She is excited for the opportunities and
32 information he can bring.
33

34 Mr. Olsen thanked Mayor Pike and Councilmembers for this opportunity. He stated
35 that he is impressed with the City's hiring process.
36

37 Mayor Pike recommended appointing Aaron D. Olsen as the City Treasurer effective
38 February 23, 2015.
39

40 **MOTION:** A motion was made by Councilmember Almquist to accept the
41 appointment of Aaron Olsen as the new City Treasurer.

42 **SECOND:** The motion was seconded by Councilmember Arial.

43 **VOTE:** Mayor Pike called for a vote, as follows:
44

45 Councilmember Almquist – aye

46 Councilmember Hughes – aye

47 Councilmember Randall – aye

48 Councilmember Bowcutt – aye

49 Councilmember Arial – aye
50

1 The vote was unanimous and the motion carried.
2

3 **FINANCIAL REPORT:**

4 **Consider approval of the financial report for January, 2015.**
5

6 City Manager Gary Esplin advised that revenues are at 58% and expenditures are at
7 51%.
8

9 **MOTION:** A motion was made by Councilmember Almquist to approve the
10 financial report for January, 2015.

11 **SECOND:** The motion was seconded by Councilmember Randall.

12 **VOTE:** Mayor Pike called for a vote, as follows:
13

14 Councilmember Almquist – aye
15 Councilmember Hughes – aye
16 Councilmember Randall – aye
17 Councilmember Bowcutt – aye
18 Councilmember Arial – aye
19

20 The vote was unanimous and the motion carried.
21

22 City Manager Gary Esplin advised that item 5B will not be heard tonight.
23

24 **SASO AGREEMENT:**

25 **Consider approval of a SASO Agreement with Transwest Aero.**
26

27 City Manager Gary Esplin advised this is a lease agreement to allow commercial
28 operations at one of the hangars. This item was tabled at the last meeting. The
29 Gublers had a lease agreement previously. He recommends approval subject to
30 review by the Legal Department. If they wish to sublease the hangar, they will have
31 to return for approval.
32

33 Councilmember Almquist inquired if the same commercial restrictions apply
34 regarding items inside the hangar.
35

36 City Attorney Shawn Guzman replied yes.
37

38 **MOTION:** A motion was made by Councilmember Arial to approve the SASO
39 agreement with Transwest Aero subject to Legal Department review.

40 **SECOND:** The motion was seconded by Councilmember Almquist.

41 **VOTE:** Mayor Pike called for a vote, as follows:
42

43 Councilmember Almquist – aye
44 Councilmember Hughes – aye
45 Councilmember Randall – aye
46 Councilmember Bowcutt – aye
47 Councilmember Arial – aye
48

49 The vote was unanimous and the motion carried.
50

1 **AWARD OF BID:**

2 **Consider Bid Award for (2) 2015 F series 1 ton SRW Diesel Vehicles for**
3 **Energy Services.**

4
5 Purchasing Manager Connie Hood advised the first truck was purchased in January
6 and this one was missed at that time. The total of the two vehicles exceeds the
7 \$50,000 threshold; therefore, per policy, the purchase needs to be approved by the
8 City Council. The truck will be purchased from Ken Garff (St. George Ford) for
9 \$33,944; the total for the two trucks is \$67,888.

10
11 Mayor Pike explained that local vendors get the opportunity to match the low bid if
12 they are within 5%, which is what Ken Garff did.

13
14 **MOTION:** A motion was made by Councilmember Hughes to approve the
15 purchase of the two vehicles from Ken Garff Ford for \$67,888.

16 **SECOND:** The motion was seconded by Councilmember Randall.

17 **VOTE:** Mayor Pike called for a vote, as follows:

18
19 Councilmember Almquist – aye
20 Councilmember Hughes – aye
21 Councilmember Randall – aye
22 Councilmember Bowcutt – aye
23 Councilmember Arial – aye

24
25 The vote was unanimous and the motion carried.

26
27 **AWARD OF BID:**

28 **Consider Approval of the Purchase of New Control Panels for Centrifuge #1**
29 **and #2 at the WWTP 12 Inch irrigation Line Crossing Project.**

30
31 City Manager Gary Esplin advised this request is for the control panels for the
32 centrifuge at the Wastewater Treatment Plant. This item is included in the budget
33 and will be purchased from a sole source supplier.

34
35 Ms. Hood stated that Andritz Separation is the supplier and the cost is \$139,794.

36
37 Water Services Director Scott Taylor explained that Andritz Separation will come for
38 the startup and that they offer a 12-month warranty.

39
40 **MOTION:** A motion was made by Councilmember Randall to approve the
41 purchase of new control panels for centrifuge #1 and #2 in the
42 amount of \$139,794.

43 **SECOND:** The motion was seconded by Councilmember Bowcutt.

44 **VOTE:** Mayor Pike called for a vote, as follows:

45
46 Councilmember Almquist – aye
47 Councilmember Hughes – aye
48 Councilmember Randall – aye
49 Councilmember Bowcutt – aye
50 Councilmember Arial – aye

1
2 The vote was unanimous and the motion carried.

3 **AWARD OF BID:**

4 **Consider Approval of a Bid Opening for the 12" Irrigation Line Crossing.**

5
6 City Manager Gary Esplin advised that the recent floods damaged the line along the
7 Ft. Pearce wash.

8
9 Ms. Hood explained that the low bidder is Desert Hills Construction in the amount of
10 \$34,944.24.

11
12 **MOTION:** A motion was made by Councilmember Almquist to award the bid for
13 the 12" irrigation line crossing to Desert Hills Construction in the
14 amount of \$34,944.24.

15 **SECOND:** The motion was seconded by Councilmember Arial.

16 **VOTE:** Mayor Pike called for a vote, as follows:

17
18 Councilmember Almquist – aye
19 Councilmember Hughes – aye
20 Councilmember Randall – aye
21 Councilmember Bowcutt – aye
22 Councilmember Arial – aye

23
24 The vote was unanimous and the motion carried.

25
26 **AWARD OF BID:**

27 **Consider Bid Award for Playground Equipment for the All Abilities Park.**

28
29 City Manager Gary Esplin explained that staff has been reviewing different
30 playground equipment needed for those with special needs. He recommends
31 purchasing ten playground pieces from Sonntag Recreation in the amount of
32 \$87,954. This cost does not include installation.

33
34 Park Planning Manager Jeff Peay explained that most of these pieces were
35 manufactured specifically for wheelchair accessibility.

36
37 City Manager Gary Esplin commented that this is the most integral part of the
38 project. Everything else is built around this equipment.

39
40 **MOTION:** A motion was made by Councilmember Arial award the bid for ten
41 pieces of playground equipment for the All Abilities Park to Sonntag
42 Recreation in the amount of \$87,854.

43 **SECOND:** The motion was seconded by Councilmember Bowcutt.

44
45 Councilmember Bowcutt commented that this is one of the best things the City has
46 done.

47
48 **VOTE:** Mayor Pike called for a vote, as follows:

1 Councilmember Almquist – aye
2 Councilmember Hughes – aye
3 Councilmember Randall – aye
4 Councilmember Bowcutt – aye
5 Councilmember Arial – aye
6

7 The vote was unanimous and the motion carried.
8

9 **AWARD OF BID:**

10 **Consider Bid Award for Shade Shelter/Train Depot Structure for the All**
11 **Abilities Park.**
12

13 City Manager Gary Esplin explained that this request is for the shade shelter and
14 train depot. The shade shelter will be part of the train if approved. If the train is not
15 approved, it will still serve as a shade structure. He recommends purchasing the
16 equipment from Sonntag Recreation in for \$114,179.
17

18 **MOTION:** A motion was made by Councilmember Randall to award the bid for
19 the shade shelter and train depot structure to Sonntag Recreation in
20 the amount of \$114,179.

21 **SECOND:** The motion was seconded by Councilmember Almquist.
22

23 Councilmember Almquist noted that the bid documents state that structural
24 engineering is included. He asked if staff is constructing the items and Sonntag
25 Recreation is providing the expertise to make sure they are built to their
26 specifications.
27

28 Mr. Peay explained that design plans will be engineered as part of the supply. This is
29 an item that needs to be acquired early so it does not hold up the project. Although
30 Sonntag Recreation is a Utah company, the materials come from out of state.
31

32 **VOTE:** Mayor Pike called for a vote, as follows:
33

34 Councilmember Almquist – aye
35 Councilmember Hughes – aye
36 Councilmember Randall – aye
37 Councilmember Bowcutt – aye
38 Councilmember Arial – aye
39

40 The vote was unanimous and the motion carried.
41

42 **AWARD OF BID:**

43 **Consider Bid Award for the All Abilities Park Train.**
44

45 City Manager Gary Esplin explained that it takes several months to build the train;
46 therefore, the Council needs to decide if this is going to happen. He was involved in
47 the planning process with the handicapped children and their parents. During that
48 process, the train was the number one request. Over \$200,000 has been raised so
49 far and there are strong commitments over the next few years to cover the cost of
50 the train. Based on the use of the carousel, staff believes \$100,000 can be

1 generated annually to go towards the purchase of the train as well. The train can be
2 purchased without general property tax funds. He recommends awarding the bid to
3 Chance Rides for the construction of the train in the amount \$365,150. This does
4 not include the track.
5

6 Councilmember Hughes commented that he has drug his feet on this item; however,
7 he has seen an outpouring from the community. This may not be a benefit to
8 everyone, but there are a number of citizens that will truly appreciate this.
9

10 **MOTION:** A motion was made by Councilmember Hughes to approve the bid for
11 the train that includes two wheelchair accessible cars in the amount of
12 \$365,150.

13 **SECOND:** The motion was seconded by Councilmember Bowcutt.
14

15 Councilmember Arial mentioned that a mother with a 15-year old daughter in a
16 wheel chair stopped her at the groundbreaking. She wanted to know if her daughter
17 will be able to ride a swing. City Manager Gary Esplin told her absolutely.
18

19 Mayor Pike commented that many parents who have children with disabilities do not
20 go to the park because of the difficulties with having one child not able to experience
21 it. He thanked everyone in the community, the Council and staff for their support.
22

23 **VOTE:** Mayor Pike called for a vote, as follows:
24

25 Councilmember Almquist – aye
26 Councilmember Hughes – aye
27 Councilmember Randall – aye
28 Councilmember Bowcutt – aye
29 Councilmember Arial – aye
30

31 The vote was unanimous and the motion carried.
32

33 **AWARD OF BID:**

34 **Consider purchase of Electric Theater Period Style Seating.**
35

36 City Manager Gary Esplin explained that this is for the purchase of seats for the
37 Electric Theater. He provided an update on the renovations which will completed this
38 spring.
39

40 Ms. Hood stated that staff recommends Davis Furniture in the amount of
41 \$87,504.48.
42

43 City Manager stated that the seats were included in the recent budget amendment.
44

45 Leisure Services Director Kent Perkins advised that he will return with colors.
46

47 **MOTION:** A motion was made by Councilmember Hughes to award the bid for
48 Electric Theater seating to Davis Furniture in the amount of
49 \$87,504.48.

50 **SECOND:** The motion was seconded by Councilmember Bowcutt.

1 **VOTE:** Mayor Pike called for a vote, as follows:

- 2
3 Councilmember Almquist – aye
4 Councilmember Hughes – aye
5 Councilmember Randall – aye
6 Councilmember Bowcutt – aye
7 Councilmember Arial – aye

8
9 The vote was unanimous and the motion carried.

10
11 **AWARD OF BID:**

12 **Consider award of bid for the Southgate Golf Course River Maintenance**
13 **project.**

14
15 City Manager Gary Esplin advised this is an emergency item since there is a certain
16 timeframe in which work can be done near the River. This request was included in
17 the recent budget amendment. The estimated cost was \$80,000; however, bids
18 came in at \$62,000.

19
20 Ms. Hood stated that the low bidder was Feller Enterprises in the amount of
21 \$62,216.50.

22
23 City Manager Gary Esplin explained that the project area is from the golf cart bridge
24 to the green. The 2010 flood damaged the rock embankment on the Santa Clara
25 River.

26
27 Administrative Services Director Deanna Brklacich commented that the areas
28 affected are hole 2 and hole 9.

29
30 **MOTION:** A motion was made by Councilmember Almquist to award the bid for
31 the Southgate Golf Course river maintenance project to meet FEMA
32 standards to Feller Enterprises in the amount of \$62,216.50.

33 **SECOND:** The motion was seconded by Councilmember Hughes.

34 **VOTE:** Mayor Pike called for a vote, as follows:

- 35
36 Councilmember Almquist – aye
37 Councilmember Hughes – aye
38 Councilmember Randall – aye
39 Councilmember Bowcutt – aye
40 Councilmember Arial – aye

41
42 The vote was unanimous and the motion carried.

43
44 **FEE SCHEDULE/RESOLUTION:**

45 **Consider approval of a resolution to establish a fee schedule to rent the**
46 **barn/pavilion at Seegmiller Farm.**

47
48 City Manager Gary Esplin explained that Seegmiller Farm is near completion. He
49 stated that the barn/pavilion is complete and a wedding is scheduled. A resolution
50 needs to be passed in order to charge a fee for the use of the barn/pavilion. The

1 proposed fees include the cost for staff member who will be present throughout the
2 event. He outlined the proposed fee schedule as follows: Full day (up to 12 hours),
3 \$360 plus a refundable deposit of \$100 and 4 hours, \$120 plus a refundable deposit
4 of \$100.
5

6 Leisure Services Director Kent Perkins stated that barn's capacity is 128 people.
7

8 Councilmember Almquist inquired if the full day (12 hours) fee includes decorating or
9 setup. If the applicant wants to set up the night before, would they be required to
10 pay additional fees? Additionally, he asked about the refundable deposit. He
11 wondered if there is an additional liability clause in the actual contract that would
12 make the applicant responsible for damages.
13

14 City Attorney Shawn Guzman advised he will make sure there is language regarding
15 damages in the contract.
16

17 Leisure Services Director Kent Perkins commented that there will be a soft opening
18 on March 14, 2014. The hope is to have a grand opening later in the spring.
19

20 **MOTION:** A motion was made by Councilmember Hughes to approve the
21 resolution for the fee schedule for the use of the Seegmiller Farm
22 barn/pavilion as outlined.

23 **SECOND:** The motion was seconded by Councilmember Arial.

24 **VOTE:** Mayor Pike called for a roll call vote, as follows:
25

26 Councilmember Almquist - aye

27 Councilmember Hughes - aye

28 Councilmember Randall - aye

29 Councilmember Bowcutt - aye

30 Councilmember Arial - aye
31

32 The vote was unanimous and the motion carried.
33

34 **SET PUBLIC HEARINGS:**

35 John Willis explained that item 1D on the Planning Commission report is a staff
36 initiated zoning regulation amendment. Staff has received concerns from the
37 development community therefore the item will not be addressed at this time. He
38 advised that at its meeting on February 10, 2015, the Planning Commission
39 recommended setting public hearings on March 5, 2015 to consider: 1) a zone
40 change from R-1-10 to PD-R on 0.50 acres generally located at 1650 North Dixie
41 Downs Road to accommodate a fourplex referred to as Ancestor Village; 2) a zone
42 change from A-20 to PD-C on 16.95 acres located at 3000 East Street and Mall Drive
43 to accommodate a proposed shopping center with a grocery store; 3) a zone change
44 amendment to the PD-C zone on 1.29 acres located along the north side of 1600
45 South Street to accommodate the development of a two-story professional office
46 building; and 5) an amendment to Title 10, Chapter 8 of the City Zoning Regulations
47 to revise Section 10-8-6-H "Outside Storage" and to add Sections 10-8-6-I "Trash,
48 Junk, Inoperable Vehicles and Similar Items", 10-8-6-J "Solid Waste Storage
49 Facilities", 10-8-6-K "Protection of Residential Property", and to re-title Sections 10-
50 8-6-I & J to become 10-8-6-L & M.

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MOTION: A motion was made by Councilmember Almquist to advertise the public hearings for March 5, 2015.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a vote, as follows:

- Councilmember Almquist – aye
- Councilmember Hughes – aye
- Councilmember Randall – aye
- Councilmember Bowcutt – aye
- Councilmember Arial – aye

The vote was unanimous and the motion carried.

Councilmember Almquist inquired about item 1B from the Planning Commission report; he asked if it includes everything that was discussed at the Planning Commission meeting.

Mr. Willis replied yes.

FINAL PLAT:

Wes Jenkins presented the final plat for Deserts Edge Phase 4, a 14-lot residential subdivision located at approximately 3500 East and 6050 South, zoning is PD-R. Approval of the final plat will be subject to 15% of open space being dedicated prior to it being recorded.

MOTION: A motion was made by Councilmember Bowcutt to approve the final plat for Deserts Edge Phase 4.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor Pike called for a vote, as follows:

- Councilmember Almquist – aye
- Councilmember Hughes – aye
- Councilmember Randall – aye
- Councilmember Bowcutt – aye
- Councilmember Arial – aye

The vote was unanimous and the motion carried.

City Manager advised before the final plat is approved and recorded, the dedication of open space has to occur.

FINAL PLAT:

Wes Jenkins presented the final plat for Hyde-Berry Park, a 27-lot residential subdivision located at the east end of Mulberry Drive and Marigold Way, zoning is R-1-10.

Kurt Gordon with Desert Canyons stated that with regard to the last item, they have signed the open space agreement and submitted it to the City. If the plat cannot be

1 recorded until the open space is accepted by the Council, they will have to wait for
2 an undetermined amount of time. They have done everything they need to do.
3

4 City Manager Gary Esplin explained that as long as staff has approved the agreement
5 and it meets what was done previously, it will be okay. Additionally, it can also be
6 added to next week's agenda. It should be handled as they have done in the past.
7

8 Mr. Jenkins advised that a change came about after the Planning Commission
9 meeting. Staff spoke about the area that was originally going to be dedicated to the
10 City and has decided to allow the area to remain as an easement. A graveled area
11 will be required to delineate that it is an easement. The easement area would be
12 attached to each lot.
13

14 Councilmember Arial asked if they can plant grass in the easement. She believes it
15 would be important to put a note on the plat.
16

17 Mr. Jenkins explained that normally, grass cannot be put in an easement.
18

19 City Manager Gary Esplin explained that staff will accept the easement with a note
20 on the plat. Staff can work with the applicant to see which alternative they like best.
21

22 Mr. Jenkins explained that not all of the details have been worked it out with the
23 developer. There is irrigation that comes through the property and into lot 7. It will
24 be piped under the road; therefore it will be subject to staff working with the
25 developer to resolve the easement on lot 7.
26

27 **MOTION:** A motion was made by Councilmember Randal to approve the final plat
28 for Hyde Berry Park subject the easement notes on the plat being
29 approved by the Legal Department and for staff to work out the
30 irrigation easement on the lot.

31 **SECOND:** The motion was seconded by Councilmember Arial.

32 **VOTE:** Mayor Pike called for a vote, as follows:
33

34 Councilmember Almquist – aye

35 Councilmember Hughes – aye

36 Councilmember Randall – aye

37 Councilmember Bowcutt – aye

38 Councilmember Arial – aye
39

40 The vote was unanimous and the motion carried.
41

42 **PRELIMINARY PLAT:**

43 Wes Jenkins resented the preliminary plat for Carey Lane, a 15-lot residential
44 subdivision located at Tuweap Drive and 1880 North, zoning is R-1-10. At the
45 Planning Commission meeting, there was discussion, one nay vote and one
46 abstention. Commissioner Taylor felt that the road should extend to 2100 West.
47 The General Plan recommends that cul-de-sacs be avoided as much as possible
48 unless due to topographic constraints. Looking at the traffic access management
49 policy, it recommends that roads be separated more than 150 feet. This offset
50 would be 100.

1 Councilmember Bowcutt commented that he cannot see a problem with the cul-de-
2 sac.

3
4 City Manager Gary Esplin explained that there may be a need to change the policy
5 with regards to distance.

6
7 Councilmember Almquist commented that he believes there should be a hydrant at
8 the end of the cul-de-sac.

9
10 City Attorney Shawn Guzman advised if there was a reason to vary from the policy,
11 Council would have to have specific findings. Anyone in the same situation could
12 request the same variance.

13
14 **MOTION:** A motion was made by Councilmember Hughes to approve the
15 preliminary plat for Carey Lane.

16 **SECOND:** The motion was seconded by Councilmember Randall.

17 **VOTE:** Mayor Pike called for a vote, as follows:

18
19 Councilmember Almquist – aye

20 Councilmember Hughes – aye

21 Councilmember Randall – aye

22 Councilmember Bowcutt – aye

23 Councilmember Arial – aye

24
25 The vote was unanimous and the motion carried.

26
27 **CONDITIONAL USE PERMIT:**

28 **Consider a request for a Conditional Use Permit to construct a detached**
29 **accessory structure with a maximum ridge height of approximately twenty**
30 **feet and wall height of approximately twelve feet for personal auto and RV**
31 **storage.**

32
33 John Willis presented the request for a conditional use permit to construct a
34 detached accessory structure on property located at 347 West 400 North. The
35 structure will be 20' and meets the rear and side setback standards. He showed an
36 aerial map, site plan, floor plan, elevations and photos of the existing home. The
37 application meets the findings and the Planning Commission recommends approval.

38
39 **MOTION:** A motion was made by Councilmember Bowcutt to approve the
40 conditional use permit for a detached accessory structure with a
41 maximum height of 20' on the property at 347 West 400 North.

42 **SECOND:** The motion was seconded by Councilmember Almquist.

43 **VOTE:** Mayor Pike called for a vote, as follows:

44
45 Councilmember Almquist – aye

46 Councilmember Hughes – aye

47 Councilmember Randall – aye

48
49 Councilmember Bowcutt – aye

50 Councilmember Arial – aye

1
2 The vote was unanimous and the motion carried.
3

4 **LEASE AGREEMENT:**

5 **Consider approval of the 2015 lease agreement for the Drug Task Force**
6 **office space.**

7
8 City Manager Gary Esplin advised this is a lease agreement for the Drug Task Force
9 to lease the space in the City Commons Building at a cost of \$40,000 annually. The
10 operating revenue for this task force is a grant.

11
12 City Attorney Shawn Guzman stated that the under the terms of the grant, the rent
13 cannot be claimed unless a lease is in place.

14
15 **MOTION:** A motion was made by Councilmember Hughes to approve the lease
16 agreement with the task force and authorize the Mayor to sign for the
17 amount of \$40,000 annually.

18 **SECOND:** The motion was seconded by Councilmember Almquist.

19 **VOTE:** Mayor Pike called for a vote, as follows:

20
21 Councilmember Almquist – aye
22 Councilmember Hughes – aye
23 Councilmember Randall – aye
24 Councilmember Bowcutt – aye
25 Councilmember Arial – aye

26
27 The vote was unanimous and the motion carried.
28

29 **AGREEMENT:**

30 **Consider approval of an agreement with the Western Sky Warbird Museum**
31 **on site 51E at the airport.**

32
33 City Manager Gary Esplin advised this is a request from the Western Sky Warbird
34 Museum. They are requesting to lease additional space at the airport. Staff
35 recommends approval of the standard lease.

36
37 **MOTION:** A motion was made by Councilmember Arial to approve the agreement
38 with the Western Sky Warbird Museum for site 51E at the airport.

39 **SECOND:** The motion was seconded by Councilmember Randall.

40 **VOTE:** Mayor Pike called for a vote, as follows:

41
42 Councilmember Almquist – aye
43 Councilmember Hughes – aye
44 Councilmember Randall – aye
45 Councilmember Bowcutt – aye
46 Councilmember Arial – aye

47
48 The vote was unanimous and the motion carried.
49
50

1 **SALE OF CITY PROPERTY:**

2 **Consider approval of Property sale to homeowners adjacent to Millcreek**
3 **Park.**

4
5 City Manager Gary Esplin explained that this was discussed previously. This is a
6 drainage area that was leftover from a development in the area. Over the years,
7 homeowners have encroached onto city property. Staff has been working with those
8 property owners. It is recommended that the price be \$1.50 a square foot. The
9 homeowners are the only ones that could use the land.

10
11 Parks Planner Millie Cockerill stated that staff has not yet discussed a purchase price
12 with the homeowners.

13
14 Councilmember Bowcutt asked if staff received any comments from the letters that
15 were sent out.

16
17 Parks Planning Manager explained that letters were sent notifying the owners that
18 they were encroaching onto City property. Three responses were received;
19 approximately eight letters were sent.

20
21 Ms. Cockerill stated that the responses were positive.

22
23 City Attorney Shawn Guzman advised that the Council will give direction on a
24 purchase price to proceed and each property will return to declare the property
25 surplus approval to sell.

26
27 **MOTION:** A motion was made by Councilmember Arial to approve the property
28 sale to the homeowners adjacent to Millcreek Park for \$1.50 a square
29 foot.

30 **SECOND:** The motion was seconded by Councilmember Hughes.

31 **VOTE:** Mayor Pike called for a vote, as follows:

32
33 Councilmember Almquist – aye
34 Councilmember Hughes – aye
35 Councilmember Randall – aye
36 Councilmember Bowcutt – aye
37 Councilmember Arial – aye

38
39 The vote was unanimous and the motion carried.

40
41 **HIDTA GRANT AWARD:**

42 **Consider Approval of an Increase in HIDTA Grant award for 2015-2016 for**
43 **SGPD.**

44
45 City Manager Gary Esplin advised this item is a grant that is received each year.
46 This year the amount will be \$153,004. During the budget approval, the Council
47 approves purchases that will be made through the grant. Additionally, the Council
48 will need to authorize the Police Chief to sign the documents.

1 Police Captain Kyle Whitehead explained that the application is primarily for overtime
2 and equipment. The task force is funded with two grants.
3

4 **MOTION:** A motion was made by Councilmember Hughes to accept the grant
5 award of \$153,004 and authorize the Police Chief to sign.

6 **SECOND:** The motion was seconded by Councilmember Arial.

7 **VOTE:** Mayor Pike called for a vote, as follows:
8

9 Councilmember Almquist – aye

10 Councilmember Hughes – aye

11 Councilmember Randall – aye

12 Councilmember Bowcutt – aye

13 Councilmember Arial – aye
14

15 The vote was unanimous and the motion carried.
16

17 **CURBSIDE RECYCLING DISCUSSION AND PRESENTATION:**

18 **Discussion and presentation on curbside recycling for the City.**
19

20 Mayor Pike mentioned that the Solid Waste Board met and has asked the members
21 to return with their recommendations. Additionally, there have been private
22 discussions with citizens, the majority of which have been positive. He invited Larry
23 Gibbons from Rocky Mountain Recycling to speak about recycling.
24

25 Mr. Gibbons presented a PowerPoint presentation covering the following topics:
26 Rocky Mountain Recycling; Residential Recycling Facts; Recycling Facts; MSW
27 Generation vs. LBS Per Day; Recycling Facts Continued; Current Program; Diversion
28 History; Make Less, Toss Less and Recycle More; Total Recycled vs. Percentage;
29 Washington County; Opt Out Program Facts; Other Opt Out Programs; Case Study;
30 and Summary.
31

32 Councilmember Bowcutt stated that his concern is that the County has
33 unincorporated areas that do not have recycling pick up.
34

35 Mayor Pike explained that the Solid Waste Board will vote on options and each city
36 will approve a contract.
37

38 Councilmember Randall commented that she is not in favor of making it mandatory.
39 Many people do not know that they are paying for the recycling bins now.
40

41 Councilmember Hughes mentioned that a lot of places have a monthly fee which
42 includes recycling. He asked why an opt out program will only have 50%
43 participation.
44

45 Mr. Gibbons explained that is because people will opt out since they only have
46 second homes here. In the past they have dealt with those that do not want to
47 recycle, that just fill the recycle bin with trash. They are able to determine the block
48 in which things are put in that should not be. Notices of warning are given and the
49 bin can be removed, still charging the customer. He believes this will be an easy
50 program to roll out.

1
2 Mayor Pike commented that determining whose responsibility it is to educate the
3 customer will have to be worked out.
4

5 Mr. Gibbons explained it will be a joint effort. The recyclables will be separated and
6 bailed at their plant using a machine. They propose installing one of the systems in
7 St. George. Currently, it goes to Salt Lake City after it is bailed.
8

9 Councilmember Randall asked how apartment complexes will be handled.
10

11 Mr. Gibbons explained that those residents will use the bins currently placed
12 throughout the City. The glass that is collected in Utah is spun and made into
13 insulation. Glass will not be included in this proposal.
14

15 Mayor Pike invited the Council to discuss the options. He asked if they wanted a
16 mandatory program.
17

18 Councilmember Hughes commented that he wants people to buy into recycling, not
19 for them to be forced.
20

21 Councilmember Arial commented that she believes there is a need to educate the
22 adults not the children.
23

24 Councilmember Hughes asked what the difference is between the three opt out
25 plans.
26

27 Mayor Pike explained the three options. They are as follows: 1) Customers will have
28 one opportunity to opt out. If you do not opt out, you are in. If you opt out and
29 move, you would be in. There is only one opportunity to opt out and there will be no
30 opt out option for new residents. If someone buys your home, there will be no opt
31 out option; 2) Similar to option; if a customer builds a new home and have already
32 opted out, they can opt out again. This option does not discuss new residents; and
33 3) Customers can opt out at the beginning and each subsequent year.
34

35 Mr. Gibbons explained that cities that have chosen the third option see a decrease in
36 numbers.
37

38 Councilmember Almquist stated that his choice is option 1.
39

40 Councilmember Bowcutt stated that he would like to look at Options 1 or 2.
41

42 Councilmember Hughes commented that there is a possibility of mandatory recycling
43 down the road, but at this time, he would lean more toward option 2. He mentioned
44 that there have not discussions on the cost of the cans.
45

46 Councilmember Randall commented there may be peer pressure with option 2.
47 Neighbors will see everyone else with a bin; they may want one as well.
48

49 Mayor Pike stated that with option 2, you would have to continue to opt out if you
50 move within the city.

1
2 Councilmember Arial commented that her choice would be option 2.

3
4 Councilmember Bowcutt commented that he likes option 2 the best.

5
6 Administrative Services Director Deanna Brklacich stated that she believes option 3
7 would be difficult to administer. Option 2 is the most likely option that can be
8 tracked and recorded. Educating the public will be very important. The system can
9 track if a property is new and they can also put a check box on the utility application.
10 There is a lot of movement throughout the year. The solid waste billing is separate
11 now, opt out would be a different charge. There is a cost involved in remitting the
12 amount to the solid waste district.

13
14 City Manager Gary Esplin explained that if the City gives the solid waste district
15 100% up front, the City would carry the bad debt expense.

16
17 The consensus of the Councilmembers is to choose option 2.

18
19 **REAFFIRM DEPUTY CITY ATTORNEY AS COUNCIL'S DESIGNEE TO REVIEW**
20 **REASONABLE ACCOMODATION APPLICATION:**

21 City Attorney Shawn Guzman advised that in the past, when a request for a
22 reasonable accommodation on a residential facility has been received, the Council
23 designated Deputy City Attorney Paula Houston to be the Council's designee to
24 review the application and to make a determination on whether the application was
25 sufficient. Additionally, she would determine if the applicant qualifies for the
26 accommodation. The City has recently received two applications. He asked the
27 Councilmembers if they would like to reaffirm Ms. Houston as the Council's designee
28 to review any applications that are received requesting reasonable accommodation
29 for residential for persons with disabilities.

30
31 **MOTION:** A motion was made by Councilmember Hughes to reaffirm Deputy City
32 Attorney Paula Houston as the Council's designee to review reasonable
33 accommodation applications.

34 **SECOND:** The motion was seconded by Councilmember Almquist.

35 **VOTE:** Mayor Pike called for a vote, as follows:

36
37 Councilmember Almquist – aye
38 Councilmember Hughes – aye
39 Councilmember Randall – aye
40 Councilmember Bowcutt – aye
41 Councilmember Arial – aye

42
43 The vote was unanimous and the motion carried

44
45 **MINUTES:**

46 **Consider approval of the minutes from the meeting held on January 8, 2015.**

47
48 **MOTION:** A motion was made by Councilmember Randall to approve the minutes
49 for January 8, 2015.

50 **SECOND:** The motion was seconded by Councilmember Arial.

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Councilmember Almquist commented that on page 4, line 27, with regards to parameter landscaping, the Council talked about the north side; it did not appear to be in the landscape plan. Mayor Pike then asked if evergreen trees could be planted on the north side as well as some on the west. He clarified that there was a landscaping plan for the west side. It then states that Councilmember Almquist stated the trees and gravel would be sufficient in this area. He clarified that he was only talking about the north side. Additionally, on Page 9 line 41, when he spoke about preserving the interior of the historic home, he meant they will preserve the actual historic part of the home and that the add on additions would be torn off.

Mayor Pike added that the approval is subject to Councilmember Almquist getting with the City Recorder to review the changes.

VOTE: Mayor Pike called for a vote, as follows:

- Councilmember Almquist – aye
- Councilmember Hughes – aye
- Councilmember Randall – aye
- Councilmember Bowcutt – aye
- Councilmember Arial – aye

The vote was unanimous and the motion carried.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Hughes to adjourn to a closed session to discuss litigation.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a roll call vote, as follows:

- Councilmember Almquist – aye
- Councilmember Hughes – aye
- Councilmember Randall – aye
- Councilmember Bowcutt – aye
- Councilmember Arial – aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

1 **ST. GEORGE CITY COUNCIL MEETING**
2 **WORK MEETING**
3 **FEBRUARY 26, 2015, 4:00 P.M.**
4 **CONFERENCE ROOM, REGIONAL WASTEWATER TREATMENT PLANT**
5

6 **PRESENT:**

7 **Mayor Jon Pike**
8 **Councilmember Gil Almquist**
9 **Councilmember Jimmie Hughes**
10 **Councilmember Michele Randall**
11 **Councilmember Joe Bowcutt**
12 **Councilmember Bette Arial**
13 **City Manager Gary Esplin**
14 **City Attorney Shawn Guzman**
15 **City Recorder Christina Fernandez**
16

17 **OPENING:**

18 Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge
19 of Allegiance to the Flag was led by Councilmember Bowcutt and the invocation was
20 led by Reverend Jimi Kestin.
21

22 **TOUR THE CITY'S TREE FARM WITH THE SHADE TREE BOARD:**

23 The Councilmembers toured the City's Tree Farm. They then returned to the
24 conference room at the Regional Wastewater Treatment Plant.
25

26 **DISCUSSION WITH THE SHADE TREE BOARD ON OUTSTANDING ISSUES:**

27 Parks Manager Larry Shane handed out the Southern Utah Guide to Trees. He
28 showed the Council tags that will be put on City trees to give information on the
29 trees and make it known that they are City trees. He mentioned a letter that was
30 sent by Support Services Marc Mortensen to businesses regarding shade trees; the
31 feedback has been good. A \$10,000 grant was received and used to mark the trees.
32 He explained that a tree work order gives staff a way to categorize the trees, which
33 is done using Cityworks.
34

35 Councilmember Almquist inquired about Cottonwood Cove Park.
36

37 Mr. Shane stated that things are doing well there; however, a number of trees were
38 lost during last year's winter.
39

40 Councilmember Almquist inquired about the new Cottam Cove wall along River Road;
41 he asked if the developer brought in the tree plan. He believes they are all under
42 sized.
43

44 Assistant Parks Manager Shane Moore stated that he believes so; he will look at the
45 plans.
46

47 Mr. Shane commented that boy scouts have been replanting trees that died last
48 winter.
49

1 Mayor Pike mentioned that the DiFiore Center has a tree along Main Street that is
2 close to being in the right of way.

3
4 Mr. Moore explained that Tim Hopkinson felt it was not in the right of way and spoke
5 to the owner.

6
7 Mayor Pike asked how that is determined.

8
9 Mr. Moore stated that he is not sure; he believes you would go with the slope.

10
11 Councilmember Almquist explained that a surveyor would not go to the slope to
12 determine property ownership.

13
14 City Attorney Shawn Guzman advised that it also depends on the hillside. It may not
15 be the City's and it may not be theirs. State law prohibits the City from going onto
16 someone's property to prune trees.

17
18 Mayor Pike asked Councilmember Almquist to look into that. He then inquired about
19 the businesses on Bluff Street.

20
21 Mr. Shane commented that some of the business owners have come to the Shade
22 Tree Board meeting and rectified the situation.

23
24 **TOUR THE REGIONAL WASTEWATER TREATMENT PLANT:**

25 Wastewater Manger Ben Ford mentioned water samples that were on the table. He
26 explained where they were taken from.

27
28 Water Services Director Scott Taylor stated that staff monitors nitrogen and
29 phosphorus levels.

30
31 Mr. Ford explained that the phosphorus levels are approximately 1.5; however the
32 target is 1.

33
34 Mr. Taylor showed a photo of the plant and explained the treatment process.

35
36 The Councilmembers then toured the Regional Wastewater Treatment Plant.

37
38 **DISCUSSION WITH WAYNE PACE ON THE QUARRY TRAIL AT THE RED HILLS GOLF**
39 **COURSE:**

40 Wayne Pace explained that the objective of the project is to open the Sandstone
41 Quarry for visitation. The quarry is where most the stones came to construct many
42 historical buildings. He showed a copy of a survey completed by Rosenberg
43 Associates. There are two critical issues, one of which is the trail itself. There was
44 concern with his initial proposal because of the golf balls that may hit over in that
45 area. He and Councilmember Almquist toured the location and identified a more
46 appropriate one. Although it is clearly designated as City Property, what happens in
47 the area is decided by the Red Cliffs Desert Reserve. They object to this proposal as
48 it would create disturbance to the property. He meets with their technical committee
49 in a week.

1 City Manager Gary Esplin stated that his concern is who is going to accept liability
2 when a person walking on the trail is hit by a golf ball. On each City golf course,
3 there are signs along the cart path stating that a fee is required and visitors are not
4 allowed to walk on the path.
5

6 Mr. Pace suggested putting a notice at the fourth tee that reads "Do not hit golf balls
7 off the fairway when individuals are walking on the quarry path. When walkers have
8 moved out of your line of sight, please feel free to drive a golf ball toward the sixth
9 green."
10

11 City Manager Gary Esplin stated that it is a timing issue as people walking on the
12 path are not visible from the tee. The City has the obligation to mitigate risk.
13 Although he believes this is a great idea, there is a liability risk. He stated that
14 golfer to golfer is different than golfer to hiker that has been introduced after the golf
15 course has been built.
16

17 Mr. Pace commented that he is convinced that with the sight he is suggesting, if a
18 golfer is alerted, it would minimize any problems.
19

20 City Attorney Shawn Guzman advised notes are put on plats when they are next to a
21 golf course for a reason. A sign will not work with regards to liability. If someone
22 gets hit, it is tough to defend. If a trail is in its natural state there is immunity;
23 however once a trail is improved, there is liability. He does not see how to avoid
24 liability if it is approved for the area.
25

26 Support Services Marc Mortensen explained that the issue with the HCP is any trail.
27 Their preference would be to have no trails in this area as it is considered critical
28 habitat. They do like the alternative proposal of erecting an interpretive plaque on
29 Owens Loop overlooking the quarry.
30

31 City Manager Gary Esplin stated that a permit would not be issued if the golf course
32 was proposed to be built today. He advised the property is not owned by the City, it
33 is owned by the BLM with the City having a Recreation & Public Purpose grant to use
34 the property.
35

36 Mr. Pace explained that he met with the BLM and the Tortoise Reserve; they say it is
37 City property.
38

39 Councilmember Bowcutt commented if the HCP does not want a trail, it is a mute
40 point to know where the access is.
41

42 Mr. Pace commented he does not think there will be an issue.
43

44 Mr. Mortensen explained that Bob Sandberg told him if they want to access the
45 quarry that is not in the reserve; that is okay.
46

47 City Manager Gary Esplin suggested they make their application to the TAC.
48

49 Mr. Pace stated that he is meeting with them next Thursday. He commented that
50 parking is not an issue.

1
2 Councilmember Almquist stated that ultimate compromise is to take a piece of
3 standstone with pictures at the top as an example of what they would see if they
4 went down the hill.
5

6 Richard Koehler asked if during the day, times can be reserved to make it available
7 for walkers to be on the trail
8

9 City Manager Gary Esplin asked who pays for the loss of revenue when players are
10 not allowed on the course. There are golfers on the course all the time all year long.
11 He asked why not do what Councilmember Almquist suggested. The proposed trail is
12 introducing people to the maintenance shed.
13

14 Mr. Pace commented that the trail will not interfere with maintenance.
15

16 Mayor Pike mentioned the first step is the meeting next week. Nothing can be done
17 without their okay.
18

19 Mr. Pace commented that they have the funds for the preparation. In the original
20 plan he presented, the City would build a few steps. Additionally, the City would
21 build the switchback out of natural stone.
22

23 City Attorney Shawn Guzman explained that the yard would need to be fenced in.
24 That was done at Southgate. He does not know if you can net for that.
25

26 Mayor Pike commented that Legal and Golf Course staff would have to determine
27 where there would need to be protection for walkers and to avoid a lawsuit.
28

29 City Manager Gary Esplin explained that the notice Mr. Pace suggested would put the
30 liability on the City. There are other ways to explain the Temple Quarry.
31

32 City Attorney Shawn Guzman advised that people are not allowed to walk on golf
33 courses because of liability issues.
34

35 Councilmember Almquist mentioned that Mr. Pace has put a lot of effort into this
36 proposal. He feels that can they can recreate a location without it being exactly
37 where it happened, letting people know of the historical value.
38

39 Mr. Pace read a portion of the minutes from the HCP meeting. He explained that the
40 other issue is the entrance. He proposes to create a park-like entrance to the area
41 which they would not be able to cover the cost to build.
42

43 The consensus of the Councilmembers is for Mr. Pace to obtain permission from the
44 HCP and return for further discussion.
45

46 Councilmember Bowcutt commented that the Council's decision is contingent on
47 what the HCP says.
48

1 City Manager Gary Esplin stated that prior to approval; liability and intrusion on the
2 golf course would have to be figured out. The entrance that Parks Planning has
3 planned would be a nice area to have a CCC monument with pictures.

4 **PRESENTATION FROM THE DOWNTOWN MERCHANTS ASSOCIATION:**

5 Melynda Thorpe introduced members of the Downtown Merchants Association and
6 handed out an information packet on the George Streetfest on Main. She read the
7 event purpose as stated in the information packet. The event will focus on Main
8 Street, St. George Boulevard and Tabernacle. After meeting with City events staff, it
9 would be important to start on lower Main Street and grow into moving the stage
10 near George's Corner. She outlined the event map. The event is proposed to start
11 in June.

12
13 City Manager Gary Esplin advised that the event may conflict with the Electric
14 Theater when it opens.

15
16 Ms. Thorpe stated that her goal is to recreate the environment of the community
17 when it was first settled. The pioneers gathered downtown. She spoke about
18 branding for the event. There are two programs that go along with the event. One
19 of which is Passport, which is a booklet that will have coupons in the back.
20 Participants will receive stamps for visiting shops and get a prize for turning in the
21 Passport. The second program is the Jazz Garden at Ancestor Square, a wine,
22 cheese and beer garden with a jazz music. They will also have a children's treasure
23 hunt. She has been collaborating with Southern Utah Live to live stream the concert
24 and upload an archive. This will provide additional marketing. Currently, she is
25 producing a show called George that will be filmed on the first Friday of every month
26 at George's Corner. During the show, the host will interview the band and talk about
27 this event as well as community issues. She showed a poster that they will use for
28 the event.

29
30 Mayor Pike commented that he would like the Electric Theater to be a hangout for
31 Dixie State University.

32
33 Ms. Thorpe stated that they will occasionally bring in a band that identifies to high
34 school and college students.

35
36 City Manager Gary Esplin commented that there is not a lot of retail variety
37 downtown right now.

38
39 Nicki Richards explained that all of the downtown merchants want more vibrant
40 energy. They have all agreed to stay open later for this event. The biggest problem
41 is that there are not a lot of retail shops downtown.

42
43 Ms. Thorpe asked for the City's support with the following:

- 44 • Block off Main Street from 200 North to St. George Boulevard to Tabernacle.
45 For the first six months, they propose keeping the event on Main Street
46 between St. George Boulevard and Tabernacle.
- 47 • Blocking off the street and provide traffic control.
- 48 • Provide stage and PA sound systems as well as flood lighting at the stage.
- 49 • Provide power to Main Street for vendor access.
- 50 • Provide fire barrels during cold months with firefighters to supervise.

- 1 • Provide promotion on the City's website and digital billboard.
- 2 • Sponsor the event with a contribution of \$2,000 per month.

3
4 Their goal is to create an event that becomes self sufficient in one year; not be
5 reliant on the City long term. They have requested funding from the Convention and
6 Visitors Bureau; they are assisting as is the Downtown Merchants Association.
7 Additionally, they will need help with porta-potties.
8

9 City Manager Gary Esplin explained that there is a problem with the request for
10 power; the City cannot provide power on both sides of Main Street. He commented
11 that the downtown is the most critical area of the city as far as trying to save areas.
12 Another issue is that Tabernacle is dark, lights are needed there. The cost for City
13 assistance is at least \$4,000 a month for the City to sponsor this event. He is not
14 opposed to the request. This is a lot like First Night and more funds were budgeted
15 for that. Because the City sponsors events 46 weekends throughout the year, he
16 cannot commit to funds tonight. Staff is working on a list of sponsored events that
17 will show what the City's involvement is. He believes the white lights on the trees
18 should remain on all year. The City has spent a lot of money on downtown to
19 generate traffic in the area. There have been numerous requests from groups that
20 want to use the Electric Theater.
21

22 Mayor Pike stated that if the Council is supportive of this proposal, they could start
23 something now.
24

25 City Manager Gary Esplin explained that funds for downtown can be looked at during
26 the budgeting process.
27

28 The consensus of the Councilmembers is to support this event.
29

30 Mr. Mortensen explained that it takes four hours to put up the stage. The street
31 would have to be closed at 2:00 p.m.
32

33 Ms. Thorpe commented that they will return to request approval for the Jazz Garden
34 as they would like to start in April. They created a plan that could be independent of
35 City resources.
36

37 Mr. Mortensen stated that there is a problem with timing. It does not seem to work
38 out with the Division of Alcohol and Beverage Control, it is too tight.
39

40 **REPORTS FROM MAYOR, COUNCILMEMBERS AND CITY MANAGER:**

41 Councilmember Hughes mentioned that City Attorney Shawn Guzman secured
42 \$2,500 from Randy Fields to train animals at the Animal Shelter. He asked if the
43 Councilmembers knew of a citizen at large that could be appointed to the Animal
44 Shelter Board.
45

46 Mayor Pike mentioned that he attended the MPO meeting. A decision has to be
47 made on the Mall Drive underpass. He explained that there are less expensive ways
48 to do the underpass if federal dollars do not have to be involved.
49

1 Councilmember Randall mentioned emails she received on the signs on the Sheffield
2 properties on River Road advertising commercial and the Red Hills Golf Course
3 clubhouse.
4

5 City Manager Gary Esplin stated that it will cost approximately \$500,000 build a new
6 clubhouse. It cannot be upgraded; a new one would have to be built.
7

8 Councilmember Almquist stated that he is concerned with the zone change that was
9 approved for Mall Drive near the bridge. He is worried about the height of signage.
10

11 City Manager Gary Esplin explained that the Planning Commission approved two
12 signs. The developer wants a large, tall sign on Mall Drive and 3000 East and
13 monument signs next to the roadway along Mall Drive. It is a PD; therefore, the
14 Council does not have to allow it. Another developer is coming in for a zone change
15 to build a Smith's; they will probably have to do a development agreement.
16

17 City Attorney Shawn Guzman stated that the Planning Commission struggled with
18 the fact that 3000 East is a different roadway than Riverside Drive because of the
19 homes.
20

21 The meeting then adjourned.
22
23
24
25

26

Christina Fernandez, City Recorder