DRAFT

Agenda Item Number : 1A

Request For Council Action

Date Submitted	2015-06-04 17:33:14
Applicant	City of St. George
Quick Title	May 2015 Financial Report
Subject	Presentation of the May 2015 Financial Report.
Discussion	Placeholder - I will update this as soon as the financials are ready.
Cost	$0.00
City Manager Recommendation	I haven't seen the financial statement yet but I believe the preliminary review shows that we are finishing the year under budget.
Action Taken	
Requested by	Deanna Brklacich
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

City of St. George

MONTHLY FINANCIAL REPORT

ELEVEN MONTHS ENDED

MAY 31, 2015

CITY OF ST. GEORGE, UT

MONTHLY FINANCIAL REPORT

ELEVEN MONTHS ENDED MAY 31, 2015

ADMINISTRATIVE DIRECTOR'S COMMENTS:

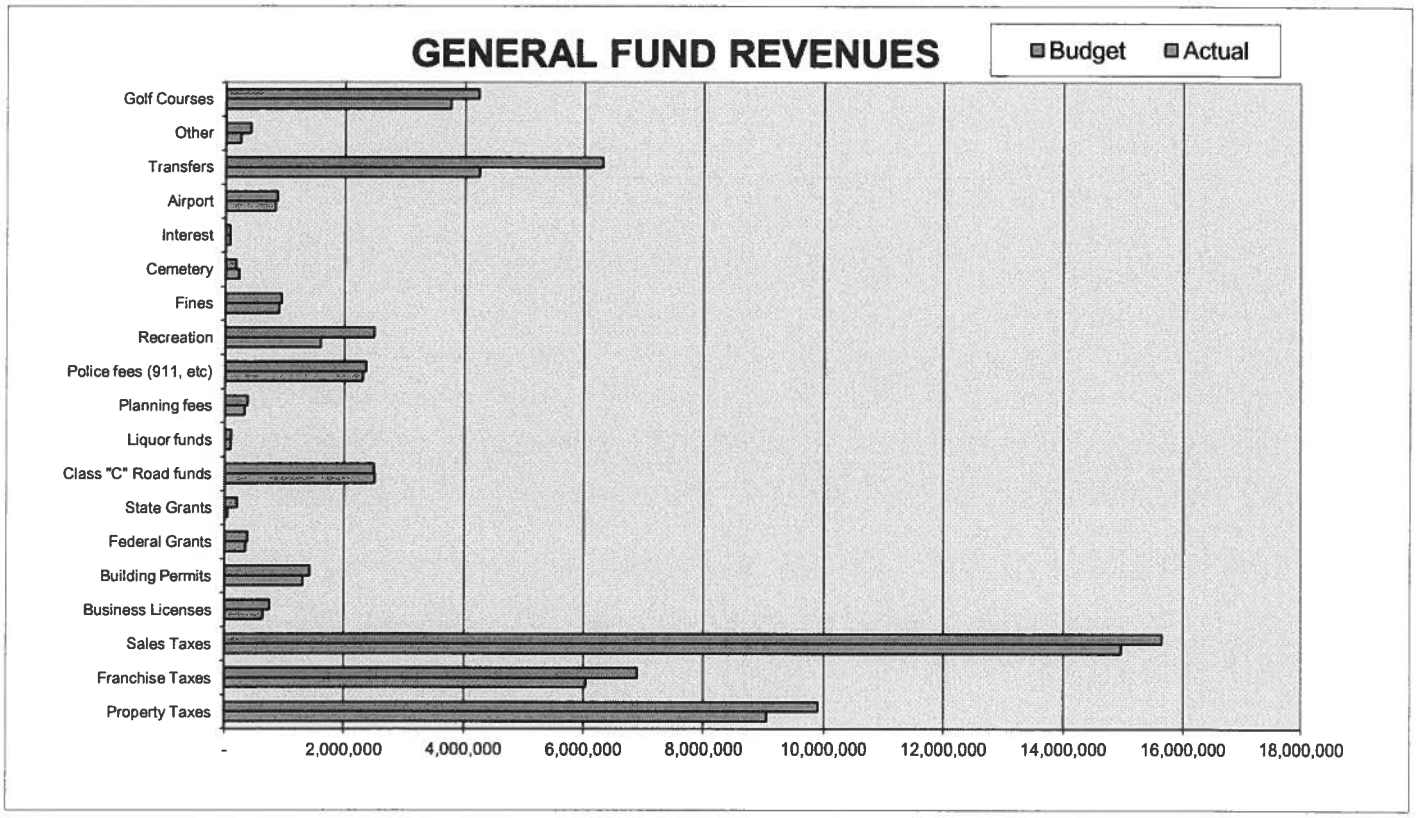
The attached report represents activity in the various city funds for the ELEVEN months ended May 31, 2015. This period represents 92% of the fiscal year.

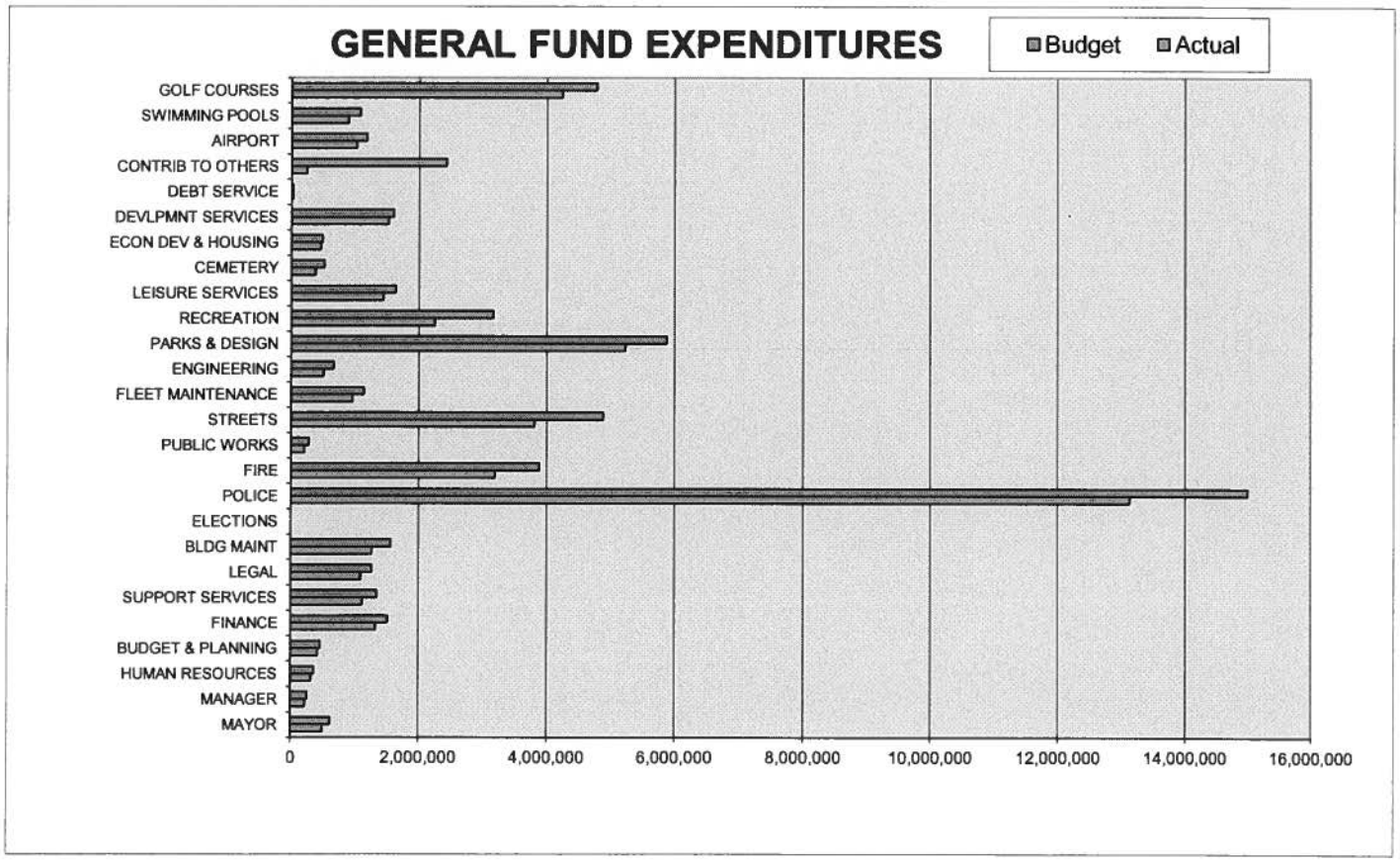
As you can see in reviewing the General Fund revenues and expenditures, a line item has now been added to incorporate the golf courses into a division within the General Fund. The revenue comparisons worksheet has been restated to reflect this also for last fiscal year so as to make a fair comparison.

1) General Fund revenues are at 88.4% of budget. The predominant revenue affecting the overall revenue percentage this month is Fees Assessed which is at only 62% of budgeted revenues. Fees Assessed includes Personal Property Tax payments paid by businesses to the County for their equipment. These taxes are not due to the County until May 31st, as such, we may not receive our distribution until June and July.
2) Overall General Fund revenues are up 3.48% over the prior fiscal year. Sales taxes are up 5.86% over last year and franchise taxes are up 1.67%. 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 81.76% of budget for the year to date. Where we have completed 92% of the fiscal year on the time horizon, as compared to expenditures at 81.76% 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 May 2015 deposit and investment report will be attached to the June 2015 Report.

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.

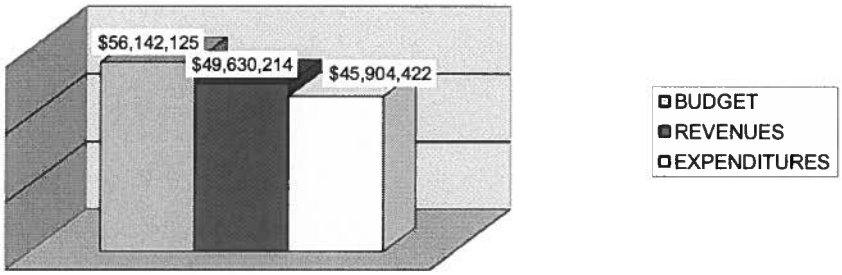
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2015



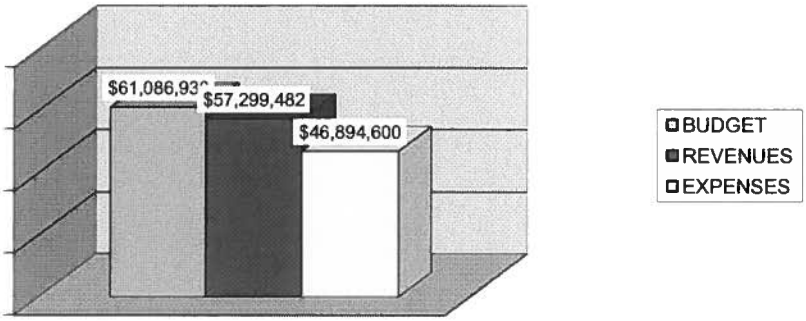


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2015

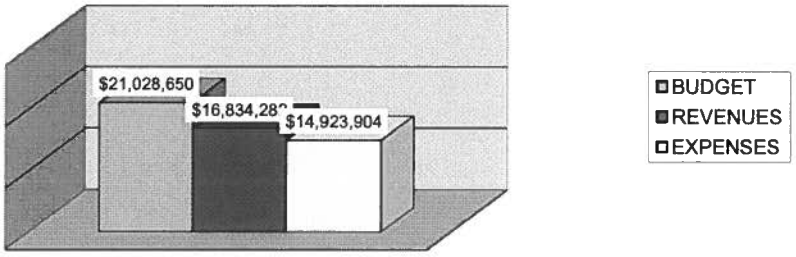
GENERAL FUND



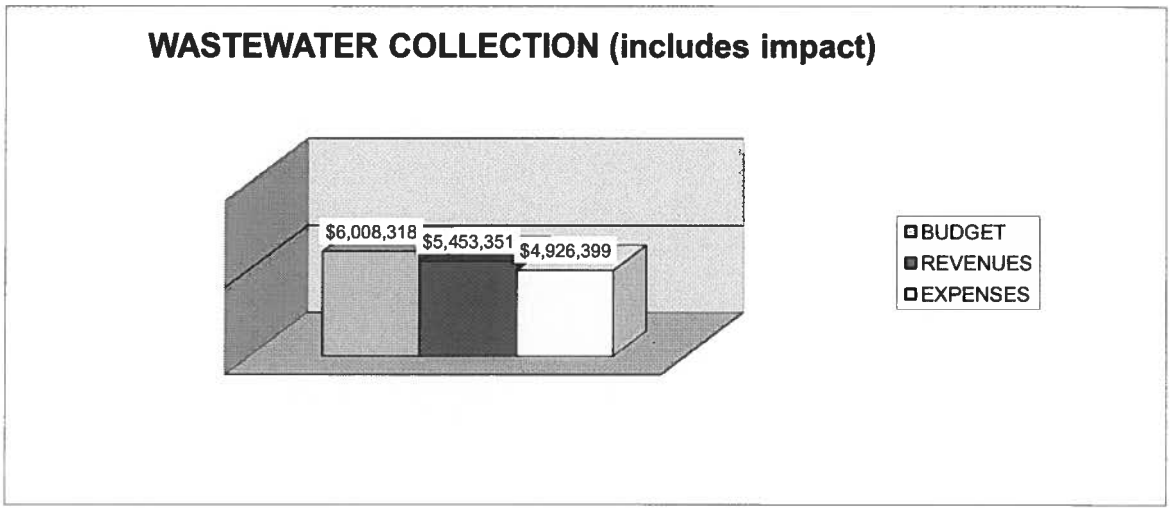
ELECTRIC UTILITY

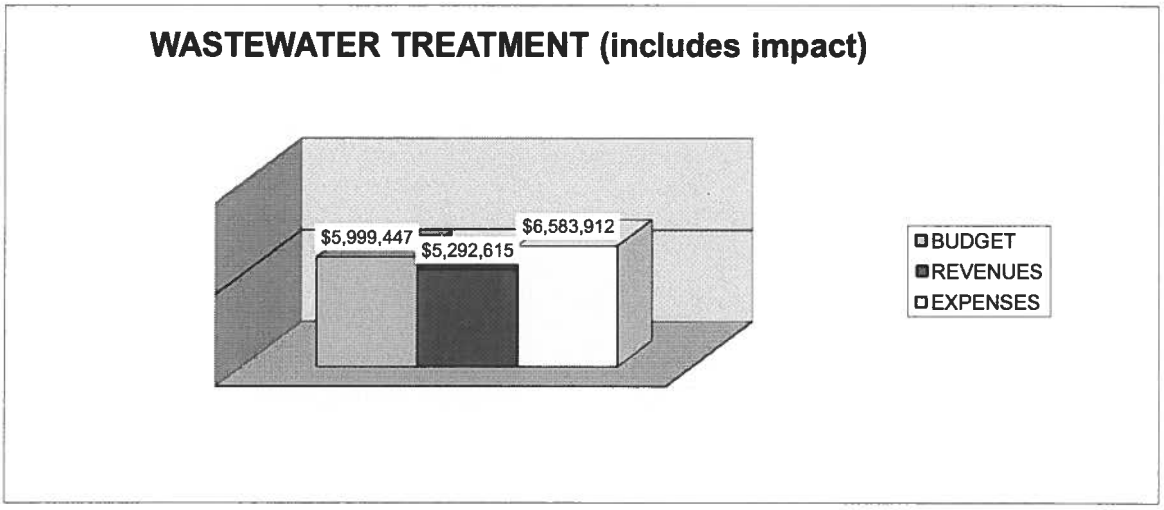


WATER UTILITY



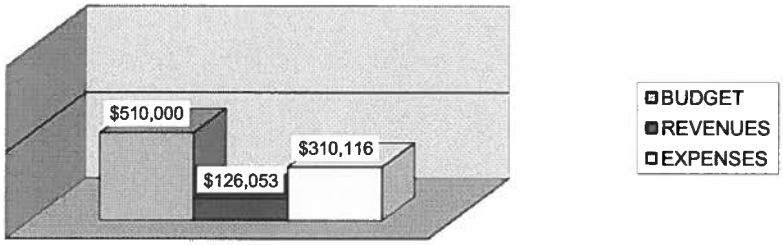
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2015



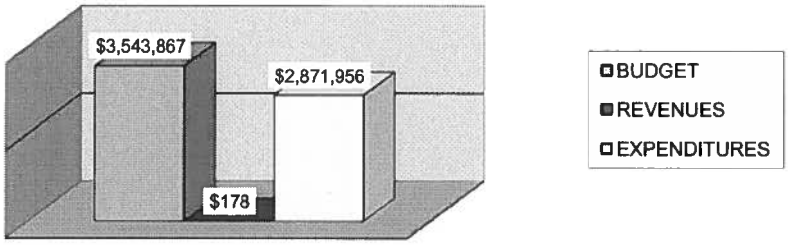


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2015

CDBG BLOCK GRANT FUND

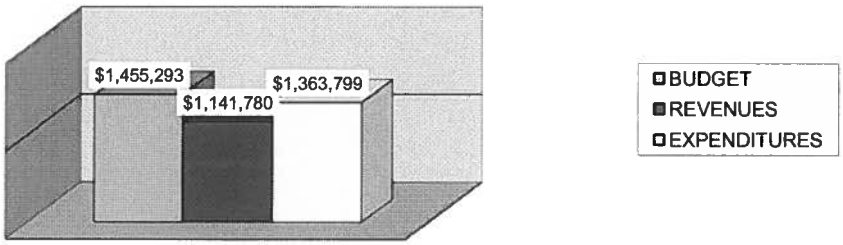


SALES TAX BOND CAP. PROJECT FUND



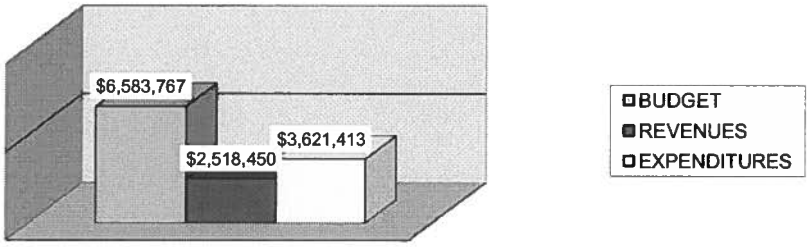
NOTE: Revenues are derived from year-end transfers from other City funds which recieved a portion of the bond proceeds and therefore participate in making the annual debt services payments.

DIXIE CENTER OPERATIONS

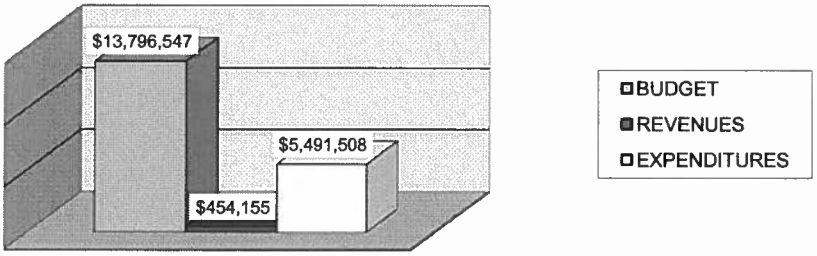


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2015

CAPITAL EQUIPMENT FUND

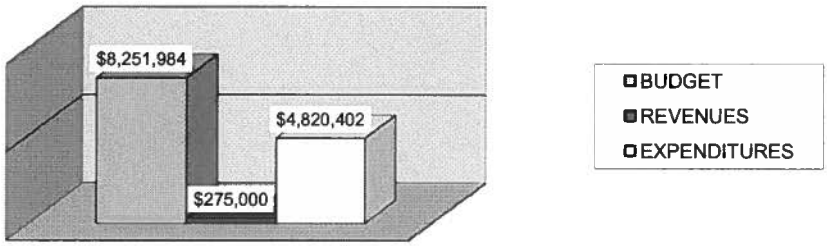


PUBLIC WORKS CAP. PROJ. FUND



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.)

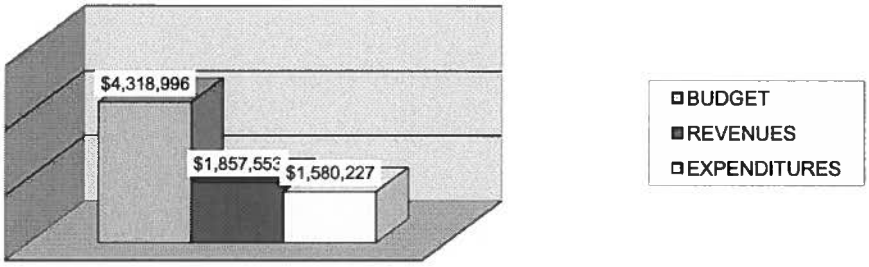
REPLACEMENT AIRPORT FUND



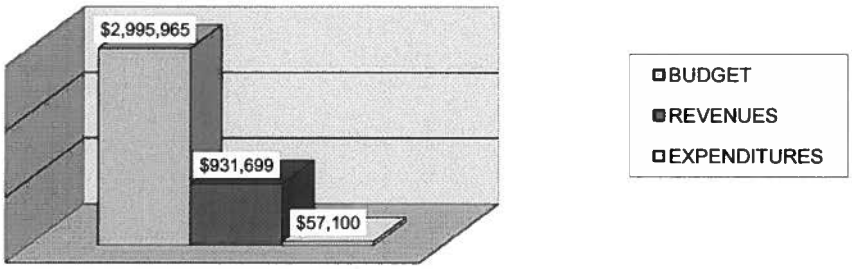
NOTE: Expenses for this year mostly represent the annual note payment to SITLA for airport property purchased. Revenues consist of Federal LOI funding which is not typically received until the end of the fiscal year.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2015

PARK IMPACT FUND

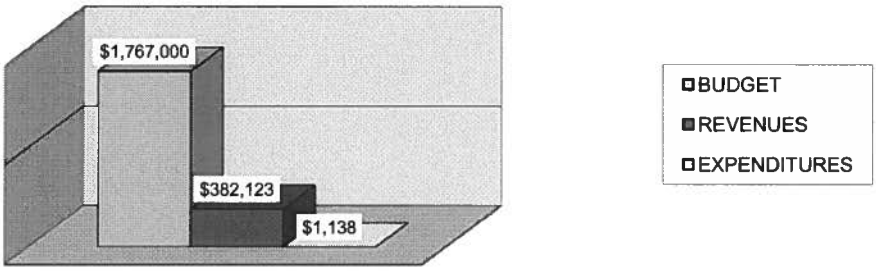


STREET IMPACT FUND



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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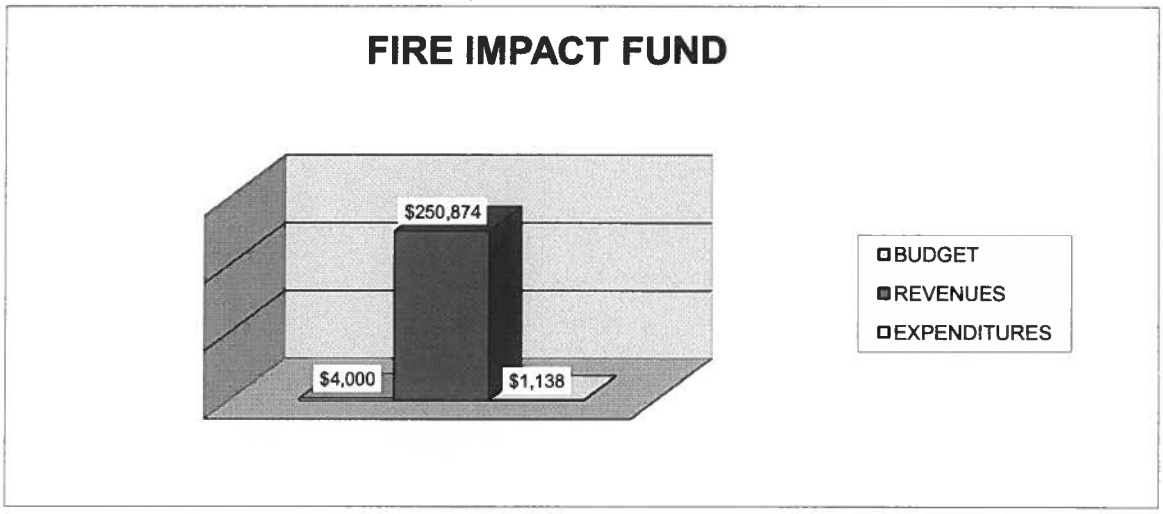
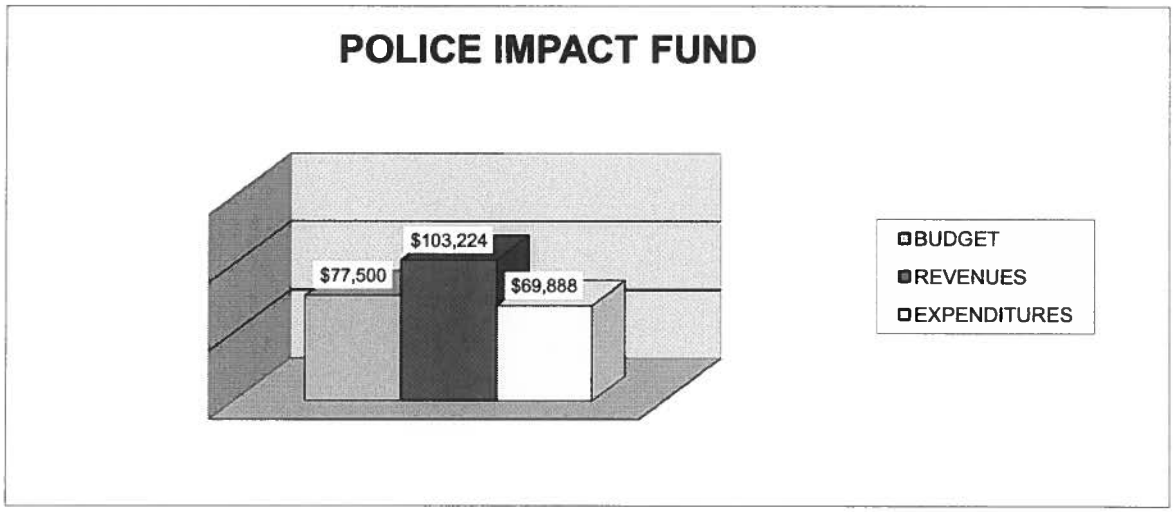
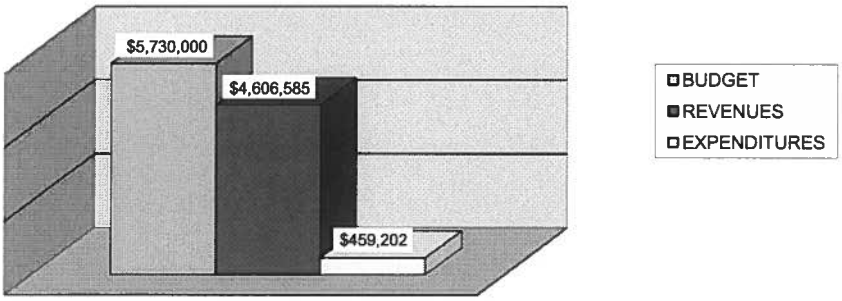
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2015





CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2015

TRANSPORTATION IMPRV. FUND



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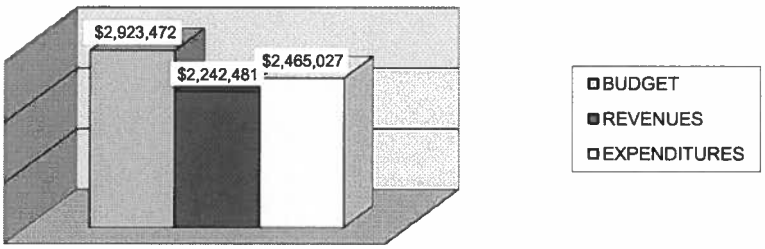
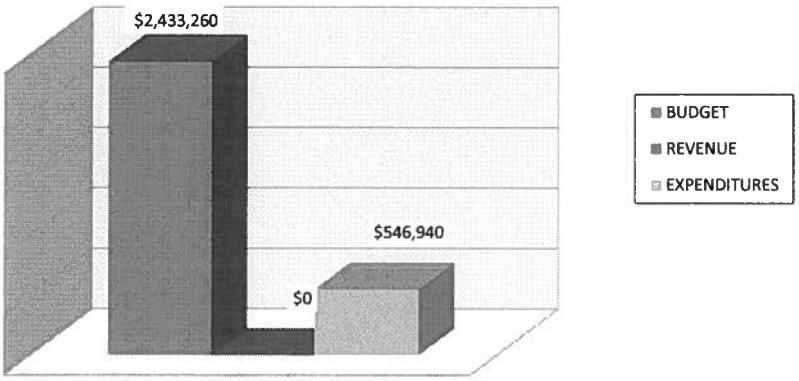
SUNTRAN TRANSIT FUND



SWITCHPOINT RESOURCE CENTER



CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
ELEVEN MONTHS ENDED MAY 31, 2015

91.7% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU MAY 31, 2015	PCT RECEIVED
CURRENT PROPERTY TAXES	8,300,000.00	7,998,120.80	96.36%
FEES ASSESSED	1,300,000.00	808,053.86	62.16%
FRANCHISE TAXES	6,900,000.00	6,043,273.33	87.58%
DELINQUENT TAXES	300,000.00	241,702.28	80.57%
GENERAL SALES TAXES	15,650,000.00	14,958,271.94	95.58%
BUSINESS LICENSES	600,000.00	574,577.50	95.76%
LICENSE FEES - RENTAL ORDINANCE	160,000.00	69,535.00	43.46%
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	1,291,852.75	92.28%
DOG LICENSES	32,000.00	26,941.00	84.19%
FEDERAL GRANTS	384,504.00	352,227.88	91.61%
STATE GRANTS	205,792.00	50,203.67	24.40%
CLASS C ROAD ALLOTTMENT	2,500,000.00	2,508,368.45	100.33%
LIQUOR FUND ALLOTTMENT	105,000.00	101,658.47	96.82%
RESOURCE OFFICER CONTRIB.	607,915.00	611,915.00	100.66%
PLANNING FEES	350,000.00	308,488.94	88.14%
AIR QUALITY FEES	30,000.00	18,810.30	62.70%
SPECIAL POLICE SERVICES	55,000.00	98,734.20	179.52%
E-911 SERVICES	980,000.00	873,133.53	89.10%
OTHER CITIES DISPATCH FEES	719,181.00	719,181.36	100.00%
POLICE TRAINING CLASSES	2,000.00	6,389.55	319.48%
MUSEUM DONATIONS	1,200.00	1,110.13	92.51%
MUSEUM ADMISSION FEES	10,000.00	8,531.71	85.32%
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	-381.22	#DIV/0!
WALKING TOUR REVENUES	3,000.00	1,831.46	61.05%
SOCIAL HALL RENTALS	14,000.00	23,865.40	170.47%
EXHIBITS - COLLECTIONS	7,500.00	4,637.13	61.83%
NATURE CENTER	52,000.00	40,882.62	78.62%
AQUATIC CENTER	360,000.00	277,890.32	77.19%
YOUTH SPORTS	82,000.00	105,365.50	128.49%
ADULT SPORTS	45,000.00	50,197.00	111.55%
RACES	349,000.00	277,230.66	79.44%
SOFTBALL LEAGUES	350,900.00	330,034.16	94.05%
ARTS FAIR REVENUE	41,500.00	34,399.21	82.89%
SPECIAL COMMUNITY EVENTS	2,600.00	1,802.00	69.31%
SWIMMING POOL FEES	125,000.00	68,100.13	54.48%

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
ELEVEN MONTHS ENDED MAY 31, 2015

91.7% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU MAY 31, 2015	PCT RECEIVED
RECREATION FEES	10,000.00	123.99	1.24%
RECREATION CENTER FEES	143,000.00	112,541.53	78.70%
OPERA HOUSE RENTALS	7,000.00	7,648.00	109.26%
RECREATION FACILITY RENTALS	18,000.00	20,907.50	116.15%
TENNIS CLASSES ETC.	96,000.00	109,580.43	114.15%
MARATHON REVENUES	775,700.00	132,273.11	17.05%
RECREATION CLASS FEES	0.00	898.00	#DIV/0!
CEMETERY LOT SALES	95,000.00	118,152.50	124.37%
BURIAL FEES	85,000.00	116,600.00	137.18%
TRAFFIC SCHOOL FEES	36,000.00	50,575.50	140.49%
COURT FINES	825,000.00	788,731.79	95.60%
POLICE WARRANTS	14,000.00	11,400.00	81.43%
ACE PENALTIES	50,000.00	49,995.00	99.99%
ACE COSTS	20,000.00	5,292.00	26.46%
ACE ABATEMENTS	5,000.00	150.00	3.00%
INTEREST EARNINGS	80,000.00	74,542.54	93.18%
RENTS AND ROYALTIES	30,000.00	15,204.64	50.68%
SALE OF PROPERTY	30,000.00	32,964.78	109.88%
POLICE EVIDENCE IMPOUND	2,500.00	5,494.01	219.76%
MISCELLANEOUS SUNDRY REVENUES	75,000.00	44,745.62	59.66%
ORTHOPHOTOGRAPHY MAPS	500.00	123.27	24.65%
MISS ST GEORGE PRINCESS	0.00	494.25	#DIV/0!
COMPOST SALES - REUSE	30,000.00	19,238.08	64.13%
ROADBASE SALES - REUSE	6,500.00	371.76	5.72%
AIRPORT REVENUES	873,000.00	840,632.06	96.29%
MAINTENANCE AT AIRPORT	7,100.00	5,931.30	83.54%
CONTRIBUTIONS FROM OTHER	177,273.00	112,531.64	63.48%
TRANSFERS FROM OTHER FUNDS	6,318,680.00	4,244,166.74	67.17%
CONTRIBUTIONS FROM PRIVATE	63,479.00	18,179.43	28.64%
MEDIAN LANDSCAPE FEES	0.00	11,171.97	#DIV/0!
ANIMAL SHELTER DONATIONS	0.00	11,697.19	#DIV/0!
POLICE PROJECT LIFESAVER	5,000.00	9,005.75	180.12%
APPROPRIATED FUND BALANCE			
GOLF COURSE REVENUES (ALL COURSES)	4,228,300.00	3,767,683.70	89.11%
TOTAL GENERAL FUND REVENUES	56,142,124.00	49,630,214.10	88.40%

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

91.7% OF THE BUDGET YEAR

GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU MAY 31, 2015	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	629,600.00	508,356.17	121,243.83	80.74%
CITY MANAGER	266,526.00	231,358.44	35,167.56	86.81%
HUMAN RESOURCES	369,572.00	321,221.57	48,350.43	86.92%
ADMINISTRATIVE SERVICES	472,264.00	429,158.16	43,105.84	90.87%
FINANCE DEPARTMENT	1,518,245.00	1,335,339.14	182,905.86	87.95%
TECHNOLOGY SERVICES	1,355,048.00	1,124,269.39	230,778.61	82.97%
LEGAL SERVICES	1,126,085.00	984,480.48	141,604.52	87.43%
BUILDING MAINTENANCE	1,567,979.00	1,275,553.85	292,425.15	81.35%
ELECTIONS	0.00	0.00	0.00	#DIV/0!
PLANNING COMMISSION	12,000.00	9,072.75	2,927.25	75.61%
POLICE	12,091,449.00	10,791,329.66	1,300,119.34	89.25%
HIDTA GRANT	143,260.00	135,600.12	7,659.88	94.65%
POLICE DISPATCH	2,661,656.00	2,107,715.25	553,940.75	79.19%
CCJJ GRANT	51,063.00	42,363.55	8,699.45	82.96%
SAFG (State Asset Forfeiture Grant)	54,937.00	50,753.28	4,183.72	92.38%
FIRE DEPARTMENT	3,884,206.00	3,196,271.21	687,934.79	82.29%
CODE ENFORCEMENT	147,229.00	115,626.88	31,602.12	78.54%
PUBLIC WORKS ADMINISTRATION	282,066.00	210,379.48	71,686.52	74.59%
STREETS	4,892,028.00	3,810,951.21	1,081,076.79	77.90%
FLEET MAINTENANCE	1,142,988.00	969,710.49	173,277.51	84.84%
ENGINEERING	672,682.00	513,823.46	158,858.54	76.38%
PARKS	5,246,933.00	4,688,146.49	558,786.51	89.35%
DESIGN	633,225.00	544,801.57	88,423.43	86.04%
NATURE CENTER & YOUTH PROGRAMS	90,276.00	74,663.16	15,612.84	82.71%
SOFTBALL PROGRAMS	351,987.00	293,561.08	58,425.92	83.40%
SPORTS FIELD MAINTENANCE	645,111.00	580,130.99	64,980.01	89.93%
SPECIAL EVENTS & PROGRAMS	329,824.00	274,578.82	55,245.18	83.25%
YOUTH SPORTS PROGRAMS	177,008.00	131,573.89	45,434.11	74.33%
ADULT SPORTS PROGRAMS	46,880.00	40,194.14	6,685.86	85.74%
RECREATION	745,486.00	418,828.38	326,657.62	56.18%
EXHIBITS AND COLLECTIONS	256,576.00	233,156.34	23,419.66	90.87%
COMMUNITY ARTS	287,049.00	248,321.28	38,727.72	86.51%
HISTORIC OPERA HOUSE	90,566.00	65,542.03	25,023.97	72.37%
HISTORIC COURTHOUSE	23,200.00	17,301.71	5,898.29	74.58%
LEISURE SERVICES ADMINISTRATN	361,499.00	328,086.90	33,412.10	90.76%
RECREATION CENTER	779,036.00	436,028.41	343,007.59	55.97%
MARATHON	616,505.00	559,360.87	57,144.13	90.73%
COMMUNITY CENTER	2,800.00	2,098.47	701.53	74.95%
CEMETERY	524,873.00	383,860.97	141,012.03	73.13%
ECONOMIC DEVELOPMENT & HOUSING	497,360.00	470,218.40	27,141.60	94.54%
DEVELOPMENT SERVICES ADMIN.	1,592,564.00	1,515,475.99	77,088.01	95.16%
DEBT SERVICE	27,305.00	25,029.62	2,275.38	91.67%
TRANSFERS TO OTHER FUNDS	2,427,678.00	244,750.00	2,182,928.00	10.08%
AIRPORT	1,184,872.00	1,027,135.92	157,736.08	86.69%
SWIMMING POOL	253,031.00	188,706.06	64,324.94	74.58%
SAND HOLLOW AQUATIC CENTER	822,447.00	705,338.45	117,108.55	85.76%
GOLF COURSES EXPENDITURES (ALL COURSES)	4,787,151.00	4,244,197.22	542,953.78	88.66%
TOTAL GENERAL FUND	56,142,125.00	45,904,421.70	10,237,703.30	81.76%

CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
ELEVEN MONTHS ENDED MAY 31, 2015

GENERAL FUND:	FYE JULY 2015	FYE JULY 2014	FY2015 as a % of FY2014
Property Taxes	9,047,877	8,995,558	100.58%
Franchise Taxes	6,043,273	5,944,062	101.67%
Sales Taxes	14,958,272	14,130,071	105.86%
Business Licenses	648,093	715,808	90.54%
Building Permits	1,318,794	1,340,801	98.36%
Federal Grants	352,228	671,256	52.47%
State Grants	50,204	158,971	31.58%
Class "C" Road funds	2,508,368	2,473,643	101.40%
Liquor funds	101,658	102,183	99.49%
Planning fees	327,299	411,057	79.62%
Police fees (911, etc)	2,330,057	2,123,693	109.72%
Recreation	1,609,719	1,602,560	100.45%
Fines	906,144	811,562	111.65%
Cemetery	234,753	173,390	135.39%
Interest	74,543	74,829	99.62%
Airport	840,632	724,337	116.06%
Transfers	4,244,167	3,892,167	109.04%
Other	266,451	278,119	95.80%
Golf Courses	3,767,684	3,337,115	112.90%
Total General Fund	49,630,214	47,961,180	103.48%
DIXIE CENTER OPERATIONS			
Total Revenues	$1,141,780	$1,174,575	97.21%
CDBG BLOCK GRANT FUND			
Total Revenues	$126,053	$1,625,093	7.76%
PARK IMPACT FUND			
Total Revenues	$1,857,553	$2,020,124	91.95%
STREET IMPACT FUND			
Total Revenues	$931,699	$818,867	113.78%
DRAINAGE IMPACT FUND			
Total Revenues	$382,123	$335,493	113.90%
FIRE DEPT IMPACT FUND			
Total Revenues	$250,874	$181,068	138.55%
POLICE DEPT IMPACT FUND			
Total Revenues	$103,224	$86,965	118.70%
WATER UTILITY FUND (w/ impact fees)			
Total Revenues	$16,834,282	$17,450,008	96.47%
WASTEWATER COLLECTION (w/impact fees)			
Total Revenues	$5,453,351	$5,753,260	94.79%
ELECTRIC UTILITY (w/impact fees)			
Total Revenues	$57,299,482	$57,201,281	100.17%
REGIONAL WASTEWATER (w/impact fees)			
Total Revenues	$5,292,615	$5,254,462	100.73%
SUNTRAN TRANSIT FUND			
Total Revenues	$2,242,481	$1,352,415	165.81%
TRANS. IMPROV. FUND			
Total Revenues	$4,606,585	$4,329,119	106.41%
REPLMNT AIRPORT FUND			
Total Revenues	$275,000	$50,000	550.00%

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

CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT

		ADJUSTED BUDGET	REVENUE	EXPENDITURES	
10	GENERAL FUND (includes Golf Courses)	$56,142,125	$49,630,214	$45,904,422	81.76%
53 & 83	ELECTRIC FUND (includes impact)	$61,086,936	$57,299,482	$46,894,600	76.77%
51 & 81	WATER FUND (includes impact)	$21,028,650	$16,834,282	$14,923,904	70.97%
52 & 82	WASTEWATER COLLECT (includes impact)	$6,008,318	$5,453,351	$4,926,399	81.99%
62 & 86	WASTEWATER TREATMNT (includes impact)	$5,999,447	$5,292,615	$6,583,912	109.74%
32	CDBG BLOCK GRANT FUND	$510,000	$126,053	$310,116	60.81%
84	SALES TAX BOND - CAPITAL PROJ FUND	$3,543,867	$178	$2,871,956	81.04%
30	DIXIE CENTER OPERATIONS	$1,455,293	$1,141,780	$1,363,799	93.71%
40	CAPITAL EQUIPMENT FUND	$6,583,767	$2,518,450	$3,621,413	55.01%
87	PUBLIC WORKS CAPITAL PROJ FUND	$13,796,547	$454,155	$5,491,508	39.80%
88	REPLACEMENT AIRPORT CONST. FUND	$8,251,984	$275,000	$4,820,402	58.42%
44	PARK IMPACT FUND	$4,318,996	$1,857,553	$1,580,227	36.59%
45	STREET IMPACT FUND	$2,995,965	$931,699	$57,100	1.91%
47	DRAINAGE IMPACT FUND	$1,767,000	$382,123	$1,138	0.06%
48	FIRE IMPACT FUND	$4,000	$250,874	$1,138	28.45%
49	POLICE IMPACT FUND	$77,500	$103,224	$69,888	90.18%
64	SUNTRAN TRANSIT FUND	$ 2,923,472	$2,242,481	$2,465,027	84.32%
27	TRANSPORTATION IMPROV FUND	$ 5,730,000	$4,606,585	$459,202	8.01%
21	SWITCHPOINT RESOURCE CENTER	$ 2,433,260	$0	$546,940	22.48%

DRAFT

Agenda Item Number : 2A

Request For Council Action

Date Submitted	2015-06-09 18:11:00
Applicant	Jeff Peay - Park Planning Manager
Quick Title	Bid Award - Middleton Wash Trail Repairs
Subject	Bid Award for Middleton Wash Trail Repairs
Discussion	The Middleton Wash Trail received significant damage from two flood events in August and September of 2014. In an effort to secure Federal FEMA funds, a preliminary cost estimate was created which included putting the trail back exactly as it was prior to the flood damage. The cost estimate was $143,500. The City determined that there was not enough damage Citywide to warrant a FEMA funding submission. City management requested that detailed design plans be prepared to fix the damaged sections of the trail. Alliance Consulting was then hired to develop construction plans & specifications. During the initial design investigations, it was determined that the wash channel had shifted undermining and destroyed sections of the trail bed as it once was established. Due to this issue, additional earthworks and stabilization have been required which has increased the cost of the project estimate and bids. The scope of work is to include re-grading, bank armoring with boulders, grouting of existing boulders, rip rap shoulder protection, drainage culvert replacement, low water crossings, concrete pad removal & replacement, asphalt trail crack repairs, and asphalt removals and replacement. Some of these items were not included in the original cost estimate for FEMA. Park Planning advertised for bids late in May and three qualifying bids were received. Low bid was from B Hansen Construction Inc. for $241,000 with the next lowest bid from Royal T Enterprises, Inc. at $264,405. The engineerâ€™s estimate of construction cost was approximately $245,000. We are seeking approval to award the bid to B Hansen Construction Inc. for $241,000.
Cost	$241,000
City Manager Recommendation	This award should probably be contingent on the approval of the 2015-2016 fiscal budget as there is an additional $100,000 needed above the amount approved for this project. The extent of damage and the permanent repair was significantly higher than the original estimate.
Action Taken	
Requested by	Jeff Peay - Park Pla
File Attachments	6-9-15 Bid Tab(Middleton Wash Trail).pdf

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments The project requires additional funding and Park Planning will be submitting a budget adjustment request form for the next round of budget openings. We are currently contracted with the Design engineer for $25,000 and $3,316 for materials testing out of the original $143,500 budget. This leaves us with a balance of $115,184. Based on the construction bid by B Hansen Construction Inc. the City will need another $125,816 allocated to complete the required trail repair works.

Attachments 6-9-15 Bid Tab(Middleton Wash Trail).pdf

ALLIANCE CONSULTING
A Planning and Engineering Firm

Bid Tabulation Summary
Middleton Wash Trail Repair

Project: **Middleton Wash Trail Repair**
Project No: **4408-15**
Bid Opening: **June 9, 2015 2:00pm at City of St. George**

Contractor	Bid Form - Signed	Bid Schedule	Bidders General Information	Addendum #1	Bid Schedule Total
B Hansen Construction Inc.	X	X	X	X	**$241,000.00**
Royal T Enterprises, Inc	X	X	X	X	**$264,405.00**
Desert Hills Construction	X	X	X	X	**$295,797.25**
Goran LLC	X		X		**Incomplete: No Acknowledgement of Addendum #1**

BID TABULATION **Middleton Wash Trail Repair**
PREPARED BY Alliance Consulting
INQUARY NO 15-0028
CLOSING DATE 6-9-15

ALLIANCE CONSULTING
A Planning and Engineering Firm
2303 North Coral Canyon Blvd
Suite 201
Washington, UT 84780
t. 435.673.8060
f. 435.673.8065

Middleton Wash Trail Repair

No.	Item	Unit	Quantity	B. Hansen Construction Inc.		Royal T Enterprises, Inc		Desert Hills Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	$5,540.00	$5,540.00	$20,000.00	$20,000.00	$7,000.00	$7,000.00
2	Dust Control	LS	1	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00
3	Traffic Control	LS	1	$5,540.25	$5,540.25	$1,000.00	$1,000.00	$2,200.00	$2,200.00
4	Property Access Coordination and Restoration	LS	1	$1,800.00	$1,800.00	$3,000.00	$3,000.00	$12,000.00	$12,000.00
5	Pre-Construction Condition/SWPPP Documentation	LS	1	$1,800.00	$1,800.00	$6,000.00	$6,000.00	$4,000.00	$4,000.00
6	Silt Fence (Install before & Remove after Constrcution)	LN.FT.	1,565	$1.30	$2,034.50	$2.00	$3,130.00	$3.00	$4,695.00
7	Saw Cut Existing Asphalt (Approximatley 175')	LS	1	$750.00	$750.00	$500.00	$500.00	$1,000.00	$1,000.00
8	Remove Existing Asphalt & Concrete Slabs	LS	1	$22,200.00	$22,200.00	$10,000.00	$10,000.00	$14,000.00	$14,000.00
9	Earthwork/ imported Fill (Approximatly 450 cu.yd.)	LS	1	$31,000.00	$31,000.00	$50,000.00	$50,000.00	$17,000.00	$17,000.00
10	18" HDPE Pipe	LN.FT.	75	$105.00	$7,875.00	$68.00	$5,100.00	$65.00	$4,875.00
11	18" D50 Rip-Rap with Filter Fabric (Basalt Material)	SQ.FT.	16,780	$4.55	$76,349.00	$4.00	$67,120.00	$3.00	$50,340.00
12	Groute Rip-Rap Area	SQ.FT.	2,895	$3.15	$9,119.25	$4.00	$11,580.00	$12.50	$36,187.50
13	2.5" Category I Asphalt (Voidless mix Design)	SQ.FT.	2,730	$2.65	$7,234.50	$6.00	$16,380.00	$3.20	$8,736.00
14	6" Thick Concrete Flatwork	SQ.FT.	550	$12.50	$6,875.00	$12.00	$6,600.00	$22.00	$12,100.00
15	4" Thick Concrete Flatwork	SQ.FT.	3,475	$7.80	$27,105.00	$6.00	$20,850.00	$15.00	$52,125.00
16	15' Concrete Waterway	Each	1	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$4,000.00	$4,000.00
17	6" Thick Roadbase	SQ.FT.	6,755	$1.10	$7,430.50	$1.50	$10,132.50	$3.00	$20,265.00
18	Shoulder Roadbase	SQ.FT.	1,600	$1.00	$1,600.00	$1.50	$2,400.00	$4.00	$6,400.00
19	3" Cobble Rock (6" Thick with Fabric)	SQ.FT.	3,845	$2.60	$9,997.00	$2.50	$9,612.50	$3.75	$14,418.75
20	Trail Pavement Parkings	LS	1	$2,700.00	$2,700.00	$2,000.00	$2,000.00	$4,500.00	$4,500.00
21	Boardwalk Pillar Grout	LS	1	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$8,900.00	$8,900.00
22	Crack Seal Trail	LS	1	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$8,255.00	$8,255.00
23	Pole Plantings (130 Poles)	LS	1	$4,550.00	$4,550.00	$2,000.00	$2,000.00	$1,300.00	$1,300.00
			TOTAL		$241,000.00		$264,405.00		$295,797.25

REGISTERED PROFESSIONAL ENGINEER
No. 4804458
DELOSS S HAMMON
6/9/15
STATE OF UTAH

DRAFT

Agenda Item Number : 2B

Request For Council Action

Date Submitted	2015-06-09 15:42:29
Applicant	Jeff Peay - Park Planning Manager
Quick Title	PSA Approval
Subject	Professional Services Agreement for Elks Field Relocation to Bloomington Park
Discussion	The City desires to relocate the existing Elks Field Baseball Field to Bloomington Park. To accomplish this, a design to remodel and enlarge Field 2 at Bloomington Park to the approximate size of the existing Elks Field has been developed. Sunrise Engineering has been selected to complete the survey work, construction plans and specifications, electrical plans, and assist with bidding and construction administration for this project. We are seeking approval to award a Professional Services Agreement to Sunrise Engineering in the amount of $41,600.
Cost	$41,600
City Manager Recommendation	We are planning to change an existing field at Bloomington Park to a larger baseball field to accommodate the loss of Elks Field to the new elementary school.This contract is to do the design changes, bid documents, and construction management for this project. Cost for this project is to come from the sale of the Elks field property to the School District.
Action Taken	
Requested by	Jeff Peay - Park Pla
File Attachments	Elks Field Relocation Proposal - Design Construction 6 5 15.pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	We anticipate having the new field ready for play early in March 2016 provided design plans are started within the next two weeks. The Legal Dept. is currently reviewing the PSA so it is pending. This project doesn't currently have a budget assigned to it.
Attachments	Elks Field Relocation Proposal - Design Construction 6 5 15.pdf

June 5, 2015

Mr. Jeff Peay
Park Planning Manager
City of St. George
390 North 3050 East
St. George, UT 84790

Re: Elks Field Relocation
Professional Engineering Services Proposal

Dear Mr. Peay,

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

PROJECT OBJECTIVES

The City is considering relocating Elks Field, located near Vernon Worthen Park, to the Bloomington Park Complex. It is the intent of the City to develop the existing northwest softball field into a regulation size baseball field to replace the existing Elks Field. Along with retrofitting the field, the City is considering upgrading the existing field lighting to accommodate the baseball field. The City has requested assistance from Sunrise for engineering design, development of construction drawings and documents, and construction administration for implementation of the project.

SCOPE OF SERVICES

Based on the Project Objectives outlined above, Sunrise proposes to complete the following Scope of Services:

1. **Design Survey Phase**
    a. Complete topographical mapping of existing surface features surrounding northwest softball field
    b. Complete base map including basic line work, symbols, spot elevations, and contours
    c. Provide tie to City horizontal control network

2. **Engineering Design Phase**
    a. Coordinate and plan for tie-ins to existing hardscape, utilities, and infrastructure.
    b. Prepare civil engineering drawings, specifications, line item takeoffs, and a bid schedule to be included in bid package.
    c. Submit documents to the City necessary for publishing a bid package (e.g. construction drawings, bid schedule, specifications, measurement and payment, etc.).

d. Furnish engineer's opinion of probable cost prior to bidding.
e. Attend review meetings with the City as necessary to complete the design.
f. Assist the City in obtaining approvals of the final design, including providing documents and data to obtain approvals.
g. Provide electrical design for the field lighting, including consideration of existing power distribution, panel boards, switchgear, City preferences, equipment locations, etc.

3. **Bidding & Negotiating Phase**
   a. Produce and provide final documents to the City.
   b. Participate in pre-bid meeting, answer questions, clarify expectations of the contractor, explain design rationale, etc.
   c. Answer bid phase questions related to the construction drawings or project specifications.
   d. Prepare and submit addenda to clarify requirements, scope, quality and quantity of the improvements to be completed.

4. **Construction Administration Phase**
   a. Participate at the pre-construction meeting, answer questions relative to expectation of contractor, clarify drawings and specifications, etc.
   b. Attend weekly progress meetings conducted by the City.
   c. Review and consider submittals from the contractor.
   d. Issue clarifications to the drawings and specifications as required.
   e. Provide periodic site visits at a reasonable frequency or as required to answer questions, review site condition and status of the work, review compliance of work completed with the requirements of the documents and specifications, etc.

PROFESSIONAL SERVICES FEES

Sunrise proposes to complete the work outlined in the Scope of Services for the following fees and fee types:

Phase	Fee	Fee Type	Comments
Design Survey	$1,700	Lump Sum	See Scope of Services
Engineering Design	$24,400	Lump Sum	See Scope of Services – Includes Civil and Electrical Design
Bidding & Negotiating	$4,000	Hourly	See Scope of Services – Budgetary Amount
Construction Administration	$11,500	Hourly	See Scope of Services – Budgetary Amount

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

ASSUMPTIONS

1. Sunrise reserves the right to utilize architectural, electrical and survey engineering sub-consultants, and others as may be required, to complete the Scope of Services outlined above.

2. The work will be completed in a single construction contract, and the construction period will comprise of 90 calendar days.
3. The City will take the lead during the bid and constructions phases, and Sunrise will assist the City in a supportive role.
4. A Letter of Map Revision (LOMR) is not required per conversations with Jay Sandberg, the City floodplain manager, and the floodplain development permit will be submitted by City staff.
5. Many of the existing site features (soil, backstop, dugouts, fencing, concrete, etc.) will be preserved and re-used for the new baseball field.

ADDITIONAL SERVICES

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

1. Preparation or review of environmental assessments, letter of map revisions, letter of map amendments, and impact statements and work relating thereto.
2. Services resulting from significant changes in the scope, extent, or character of the portions of the project and its design requirements.
3. Revising previously accepted studies, reports, drawings, specifications, or contract documents.
4. Services caused by excessive reviews, indecisiveness, delays, significant obstacles to completion of the work in a timely manner, etc. beyond the control of Sunrise Engineering.
5. Survey or mapping services, including property surveys, property plats, property descriptions, and abstracting, other than those included in the Scope of Services.
6. Providing construction surveys and staking to enable Contractor to perform its work.
7. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
8. Services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract.
9. Preparing to serve or serving as a consultant or witness in any litigation, arbitration, or other dispute resolution process related to the project.
10. Other services performed or furnished by Sunrise Engineering not otherwise provided for in the Scope of Services.

If the City chooses to move forward with the project, we would recommend execution of an agreement based on this proposal in a format agreeable to the City. We appreciate the opportunity to work with the City on this and other projects. Please call me at (435) 652-8450 with any questions or concerns.

Sincerely,

Cody C. Howick, P.E.
Project Engineer

attachments

SUNRISE ENGINEERING

FEE SCHEDULE
EXHIBIT A

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	$89	404	CAD Drafter IV	$95
102	Engineer Intern (E.I.T.) II	$99	451	Training Specialist I	$77
103	Engineer III	$125	452	Training Specialist II	$91
104	Engineer IV	$139	455	Training Specialist	$110
105	Engineer V	$159	456	Training Manager	$123
110	Principal Engineer	$179	460	Training Director	$154
121	Electrical Engineer Intern (E.I.T.) I	$99	500	Funding Specialist	$115
122	Electrical Engineer Intern (E.I.T.) II	$109	510	Plan Reviewer	$107
123	Electrical Engineer III	$130	511	Building Inspector I	$59
124	Electrical Engineer IV	$150	512	Building Inspector II	$82
125	Electrical Engineer V	$165	513	Building Inspector III	$102
126	Principal Electrical Engineer	$185	525	Building Official	$118
301	Engineering Tech I	$69	604	GIS Tech	$83
302	Engineering Tech II	$85	611	GIS Specialist	$93
303	Engineering Tech III	$99	51	Administrative I	$41
304	Engineering Tech IV	$121	52	Administrative II	$51
311	Electrical Tech I	$79	53	Administrative III	$66
312	Electrical Tech II	$89	721	Water Rights Specialist I	$88
313	Electrical Tech III	$99	722	Water Rights Specialist II	$99
314	Electrical Tech IV	$109	723	Water Rights Specialist III	$113
315	Electrical Tech V	$125	930	Survey CAD Tech	$87
351	Construction Observer I	$59	935	One Man Survey Crew	$119
352	Construction Observer II	$79	940	Survey Manager	$129
353	Construction Observer III	$89	945	Registered Surveyor	$142
354	Construction Observer IV	$99	950	Principal Surveyor	$160
401	CAD Drafter I	$61			
402	CAD Drafter II	$71			
403	CAD Drafter III	$85			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	$0.59 per mile	N/A
Field Vehicle (on site)	$50 per day	N/A
Per Diem Meals	$35 per day	N/A
Troxler Nuclear Density Gauge	$40 per day	N/A
High Density Scanner	$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fee schedule will automatically change once per year in January, and is subject to change on other occasions. Base 01C-2014

DRAFT

Agenda Item Number : 2C

Request For Council Action

Date Submitted	2015-06-09 09:02:47
Applicant	Water Services Dept
Quick Title	Gunlock As Treatement Plant Site- EA
Subject	Consider approval of a Professional Services Agreement with Alpha Engineering for the Environmental Assessment of the Gunlock Arsenic Treatment Plant Site.
Discussion	The preferred site for a Gunlock Arsenic Treatment Plant is located on BLM property in the Gunlock well field. An Environmental Assessment is required in order to secure the site. Preparing the EA and securing the site will take a minimum of six months. Once the site has been secured, we would like to proceed with the final design of the Gunlock Arsenic Treatment Plant Project.
Cost	$34,699
City Manager Recommendation	Necessary to secure the potential site for the arsenic treatment site from the BLM. Recommend approval.
Action Taken	
Requested by	Scott Taylor
File Attachments	Gunlock EA PSA.pdf

Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Gunlock EA PSA.pdf

ALPHA ENGINEERING

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

May 13, 2015

City of St. George
Water Services
c/o Scott Taylor, P.E. and Kade Bringhurst, P.E.
811 East Red Hills Parkway
St. George, Utah 84770

Re: Preparation of a Plan of Development (POD) and Environmental Assessment (EA) for the Gunlock Arsenic Treatment Plant Site – Updated Proposal with Additional Archaeological Study

Gentlemen:

We appreciate the opportunity to submit this proposal to provide civil engineering and environmental services for the above mentioned project. Outlined on the following pages is our proposed scope of work to provide professional civil engineering and environmental services and their associated costs (Exhibit A) for the preparation of a POD and EA for a proposed Arsenic Treatment Plant site located on Bureau of Land Management (BLM) property below the Gunlock Reservoir.

Terry Hickman will be working as an employee of Alpha Engineering who has had over 40 years of experience that involve biological/ecological studies and obtaining permits for proposed actions by preparing appropriate NEPA documents. He is currently working with us on the Fremont Irrigation Company project in the completion of an EA. In addition we will be using Big Horn Archeology for the Archeology studies required. Alpha Engineering will be providing overall documentation of the project in the preparation of a POD and publication of the EA.

We appreciate the opportunity to work with you on this project. Depending on the schedule of the BLM we anticipate this process will take a minimum of 6 months and possibly up to a year to complete. Please let us know if you have any questions regarding this proposal.

Sincerely,

Brent E. Gardner

Brent E. Gardner, P.E.
Alpha Engineering Company

EXHIBIT A - SCOPE OF WORK
CITY OF ST. GEORGE – GUNLOCK ARSENIC TREATMENT PLANT
PLAN OF DEVELOPMENT AND ENVIRONMENTAL ASSESSMENT

ARTICLE 1

SCOPE OF WORK

The CONSULTANT will complete the necessary environmental work on the proposed arsenic water treatment plant site, access road and pipeline to the treatment plant site. The CONSULANT will prepare a draft and final Environmental Assessment (EA) that will be submitted to the City of St. George and the U. S. Bureau of Land Management (BLM) for review and approval. The following scope of work is anticipated for the preparation and approval of the EA:

1.1 **Plan of Development.** The CONSULTANT will prepare a Plan of Development (POD) that will provide the basis for the environmental document. The POD will include an introduction and background of the project, purpose and need for the facility, right-of-way location, alternatives considered, methodology of construction and associated disturbance area, resource values and environmental concerns, operation and maintenance requirements, and termination and restoration documentation. The CONSULTANT will work with Carollo Engineering in obtaining sizing for components of the treatment system as well as operation and maintenance requirements.

1.2 **Project Kick-Off Meeting and Agency Coordination.** The CONSULTANT will attend a project kick-off meeting with the OWNER, and the BLM in St. George, Utah to establish the environmental parameters of the project and to discuss any BLM requirements related to the project. Project kick-off meetings are an essential start for ensuring an efficient NEPA process and to verify/clarify expectations and process.

This task also includes the attendance of additional face-to-face meetings with the BLM in St. George over the course of the project. The CONSULTANT will be in contact with the U.S. Fish and Wildlife Service (FWS), Utah Division of Wildlife Resources (UDWR), BLM and other agencies/entities as required throughout the Environmental Assessment process.

1.3 **Biological Surveys.** The CONSULTANT will conduct a biological field survey within the proposed project areas being considered for the project. Based on the list provided by the BLM of Utah State Sensitive and Federal Threatened and Endangered species potentially occurring in Washington County, and the consultant's preliminary review of the area, it appears that species specific surveys will be required for the proposed site. In addition, consultations with agencies, preliminary field surveys, and a thorough literature search will be required for each alternative to the proposed action. This is necessary in order to justify the selection of a preferred site. This proposal includes these surveys and the preparation of

a Biological Assessment for submittal to the FWS. Upon further discussion with the BLM and upon completion of our initial biological survey, species specific surveys for other species may be required; the CONSULTANT can provide a cost for that additional work if and when it is needed. This proposal does include a general biological survey of the project area in order to describe the existing vegetation communities and wildlife habitats. All of the information collected in the biological surveys will be incorporated and analyzed in the draft and final EA.

1.4 **Cultural Surveys.** A Class I cultural resource review of records at the Utah State Historic Preservation Office (SHPO) will be conducted initially, to be followed by a second file review of records at the BLM office. These file searches serve three purposes:

- Notify field archaeologists of past inventories that have taken place in the Project Area.
- Alert archaeologists to known types of sites found previously in the Project Area.
- Locate previously recorded sites for reasons of updating site records when they are relocated in the field.

From our recent discussions with the BLM it will also be necessary to complete a Class III field survey for the proposed Area of Potential Effect (APE).

1.5 **Wetland Area Determination and Permitting.** The CONSULTANT will delineate wetlands and Waters of the United States (WoUS) that may occur within the project areas being considered for the alternatives being considered. This will include one field visit to delineate jurisdictional limits of WoUS, including wetlands, in accordance with Technical Report Y-87-1, Corps of Engineers Wetland Delineation Manual, January 1987 and Technical Report 08-28, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, September 2008, and to evaluate current site conditions. The CONSULTANT will mark the landward extent of any jurisdictional wetland boundaries and WoUS with blue flagging tape and will acquire sub-meter accurate GPS locations of all flags. This level of data collection is assumed to be sufficient for formal determination, permitting, and consulting design services. At the conclusion of field data collection, the CONSULTANT will prepare a WoUS Delineation report summarizing methods and findings.

1.6 **Prepare Draft and Final EA.**

Public Involvement: Project scoping involves many elements that must come together and be effectively communicated to the public. The CONSULTANT will prepare the draft EA and letters to be distributed to the public, State and local governments, interested parties, stakeholders, and other parties designated by the BLM. Materials will be made available electronically, as well as through mailings, postings, and other methods designated by the BLM. The BLM will determine the extent of public involvement. Any information distributed to the public will describe the purpose and need for the project, alternatives currently being considered, and the biological issues being considered. It will also describe

opportunities for public comment, how to comment on the proposed action, contacts for further information, how to receive project updates and information, and an invitation to participate in the scoping process.

Define Issues: Based on public comments and BLM concerns, key issues will be identified and approved by the BLM. This first step will ensure that the CONSULTANT and the BLM are in agreement as preparation of the EA begins. The key issues will drive the formulation of alternatives and the evaluation of impacts and effects from the proposed action. Comments received during scoping that did not become key issues will be identified and explained.

Prepare Draft EA: Once scoping has been completed, issues defined, and baseline studies have been conducted to define the existing baseline conditions, the Draft EA will be prepared. The EA will follow BLM standards and guidelines and will include maps and photographs, as appropriate. The major sections will include: Purpose and Need for the Proposed Action (Chapter 1), Alternatives (Chapter 2), Affected Environment and Environmental Consequences (Chapter 3), Environmental Commitments (Chapter 4), and Consultation and Coordination (Chapter 5). In preparation of the Draft EA, cause and effect relationships will be emphasized in the analysis. The effects will be measured in terms of magnitude, direction, extent, and duration. Direct, indirect, and cumulative effects will be addressed. Once completed, the Draft EA will be submitted to the BLM for review and comment. The BLM will then determine when to release the draft EA to the public and, if necessary, schedule a public meeting to receive comments on the draft EA.

The environmental assessment will be prepared in accordance with the National Environmental Policy Act of 1969, as amended, and in compliance with all applicable regulations and laws passed subsequently, including Council on Environmental Quality (CEQ) regulations, US Department of the Interior requirements, BLM guidelines, Guidelines for Assessing and Documenting Cumulative Impacts (BLM 1994), and Considering Cumulative Effects Under the National Environmental Policy Act (CEQ 1997).

Prepare and Distribute Final EA: Following BLM's review of the Draft EA and incorporation of comments from federal, state and local agencies and the public, the CONSULTANT will work with the OWNER and the BLM to make appropriate edits to the EA. The review – edit process will continue until the EA is approved by the BLM. The CONSULTANT will then work with the BLM to produce a decision document. The decision document and Final EA will be made available to agencies and the public.

ARTICLE II

BASIS OF COMPENSATION

The OWNER agrees to pay compensation to the CONSULTANT for work performed on the project as specified below:

2.1 **Consulting Fee.** For all consulting services as outlined in Article 1, "Scope of Work", the CONSULTANT shall be compensated the fixed fee of: Thirty Four Thousand Six Hundred Ninety Nine dollars, $34,699.00 The consultant fee has been broken down for the different aspects of the project as follows:

Design:

2.1.1	Plan of Development	$4,952.00
2.1.2	Project Kick Off Meeting and Agency Coordination	$4,560.00
2.1.3	Biological Surveys	$8,384.00
2.1.4	Cultural Surveys	$5,550.00
2.1.5	Wetland Area Determination and Permitting	$1,608.00
2.1.6	Prepare Draft and Final EA	$9,645.00
	Total Design	**$34,699.00**

2.2 **Additional Services.** Additional work and reproduction expenses will be invoiced per our *Standard Rate Schedule* (Attachment "A"). No extra work will be performed without the consent of the OWNER.

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 Alpha Engineering, with offices at 43 South 100 East, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide civil and enviornmental consultant services including prepraration of an Environmental Assessment for the Gunlock Aresenic Treatment Plant Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated May 13, 2015, which outlines the scope of work for the PROJECT; and

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

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

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

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

d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.

e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.

h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.

i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.

c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.

b. CONSULTANT agrees to perform services as expeditiously as is consistent with

professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY, for a target date of completion set at January 15, 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: Scott Taylor	CONSULTANT: Alpha Engineering 43 South 770 East St. George, Utah 84770 Attention: Brent Gardner

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

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

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a

decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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

29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY: City of St. George

_____

Jonathan T. Pike, Mayor

ATTESTED:

_____

Christina Fernandez, City Recorder

APPROVED AS TO FORM

_____

Paula Houston, Deputy City Attorney

CONSULTANT: Alpha Engineering

_____

Brent E. Gardner
President

DRAFT

Agenda Item Number : 2D

Request For Council Action

Date Submitted	2015-05-29 12:26:17
Applicant	Fred Davies
Quick Title	Transit Center Restrooms
Subject	Consider approval of an agreement with JMI Construction to construct two public restrooms and a small office at the SunTran Transit Center.
Discussion	The low bid is JMI at $81,447.32. SunTran will pay 20% ($16,289.46 and FTA will pay 80% ($65,157.85).
Cost	$$16,289.46
City Manager Recommendation	No public restrooms at this location. Needed because of the transfers that are taking place here and the number of people and children that are waiting. We also need a small office to accommodate the administration of the transfers. Our share is $16,289.46 the rest will come from the Federal Government and its grant program. Recommend approval.
Action Taken	
Requested by	Cameron Cutler
File Attachments	5-26-15 SUNTRAN TRANSIT CENTER REMODEL BID TABULATION.pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	5-26-15 SUNTRAN TRANSIT CENTER REMODEL BID TABULATION.pdf

SUNTRAN TRANSIT CENTER REMODEL BID TABULATION

				B. HANSEN CONST.		JMI CONSTRUCTORS		STEED CONST.	
NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	5,728.00	5,728.00	3,200.00	3,200.00	2,500.00	2,500.00
2	TRAFFIC CONTROL	1	LS	5,728.25	5,728.25	1,482.00	1,482.00	900.00	900.00
3	EROSION CONTROL PLAN	1	LS	1,500.00	1,500.00	2,850.00	2,850.00	600.00	600.00
UTILITIES									
4	WATER SERVICE LINE - 1 1/4" PVC	110	LF	22.00	2,420.00	29.64	3,260.40	25.00	2,750.00
5	WATER VALVE - 1 1/4" BALL VALVE	1	EA	500.00	500.00	330.60	330.60	30.00	30.00
SITE WORK									
6	CONCRETE PAVING - 4" THICK	166	SF	5.00	830.00	6.27	1,040.82	4.00	664.00
7	CONCRETE PAVING - 5" THICK	135	SF	6.25	843.75	7.98	1,077.30	4.50	607.50
BUILDING REMODEL									
8	BUILDING REMODEL	1	LS	64,450.00	64,450.00	68,206.20	68,206.20	78,500.00	78,500.00
	TOTAL BASE BID				**82,000.00**		**81,447.32**		**86,551.50**
ADDITIVE ALTERNATE #1									
9	STAIRS WITH HANDRAIL	1	LS	2,800.00	2,800.00	3,762.00	3,762.00	1,900.00	1,900.00
	TOTAL ADDITIVE ALTERNATE #1				2,800.00		3,762.00		1,900.00
	TOTAL BASE BID & ADD. ALT #1				**84,800.00**		**85,209.32**		**88,451.50**

I:\City Facilities\Suntran\TRANSIT CENTER RESTROOM 2014\13 BID PHASE\BID TABULATION\5-26-15 SUNTRAN TRANSIT CENTER REMODEL BID TABULATION.xlsx

DRAFT

Agenda Item Number : 3A

Request For Council Action

Date Submitted	2015-06-04 10:06:46
Applicant	Craig Astle - Marc Brown, Brown Consulting Engineers
Quick Title	Public Hearing/Ordinance - Easement Vacation
Subject	Consider to vacate a "Public Utility and Drainage Easement" located at the rear of Lot 1 of Trebruk Estates and adjust the Lot Line of Lot 1 to the south.
Discussion	The applicant is requesting to adjust the Lot Line of his property to make the Lot bigger so he can built a green house. The existing PUE located at the rear of Lot 1 needs to be vacated and new easements are being granted at the sides and rear of the extended portion of the property.
Cost	$0.00
City Manager Recommendation	Housekeeping item. Does not create any issue with our utilities as new easements are being granted. Recommend approval.
Action Taken	
Requested by	Todd Jacobsen
File Attachments	Trebruk.pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	This has been approved by JUC.
Attachments	Trebruk.pdf

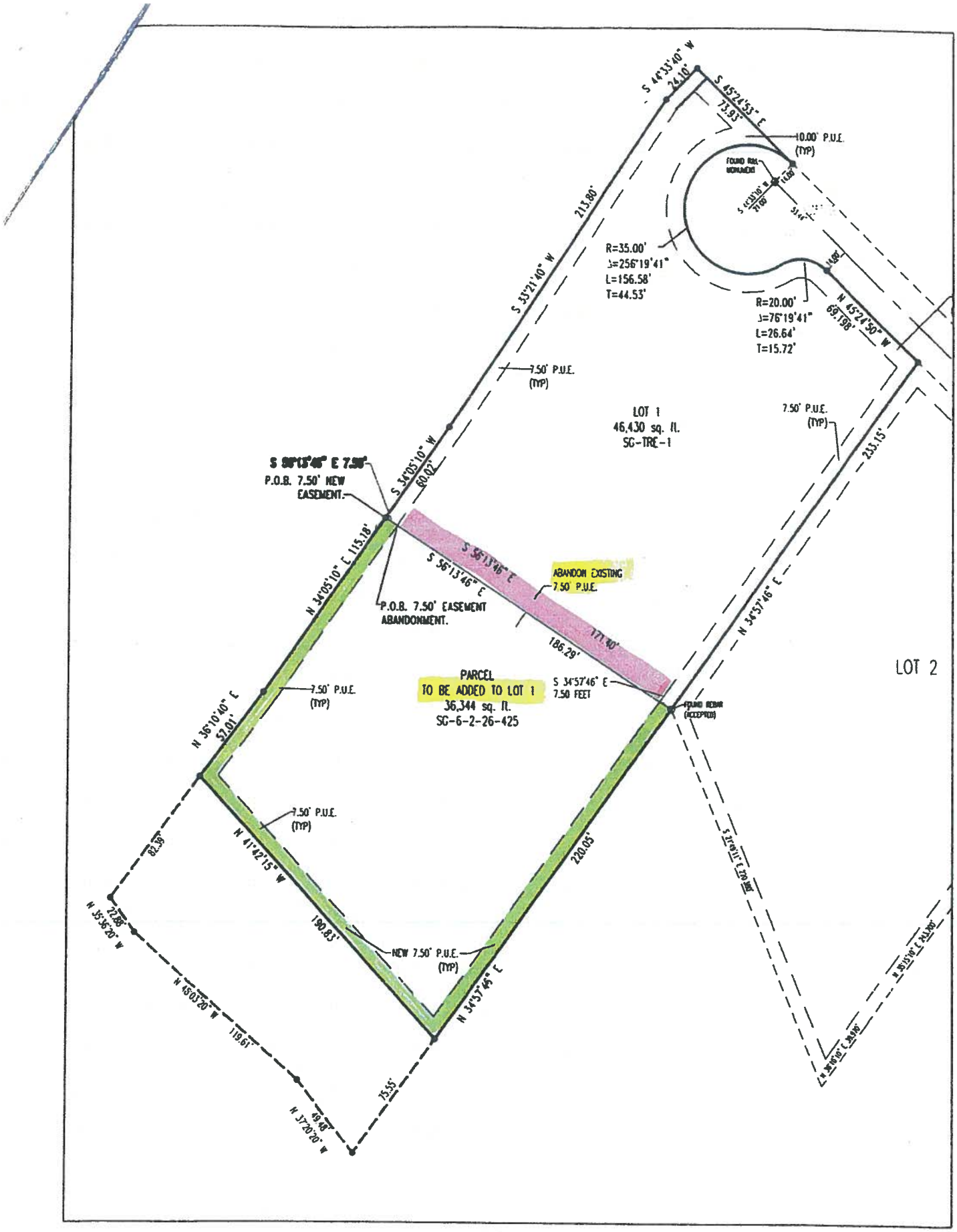
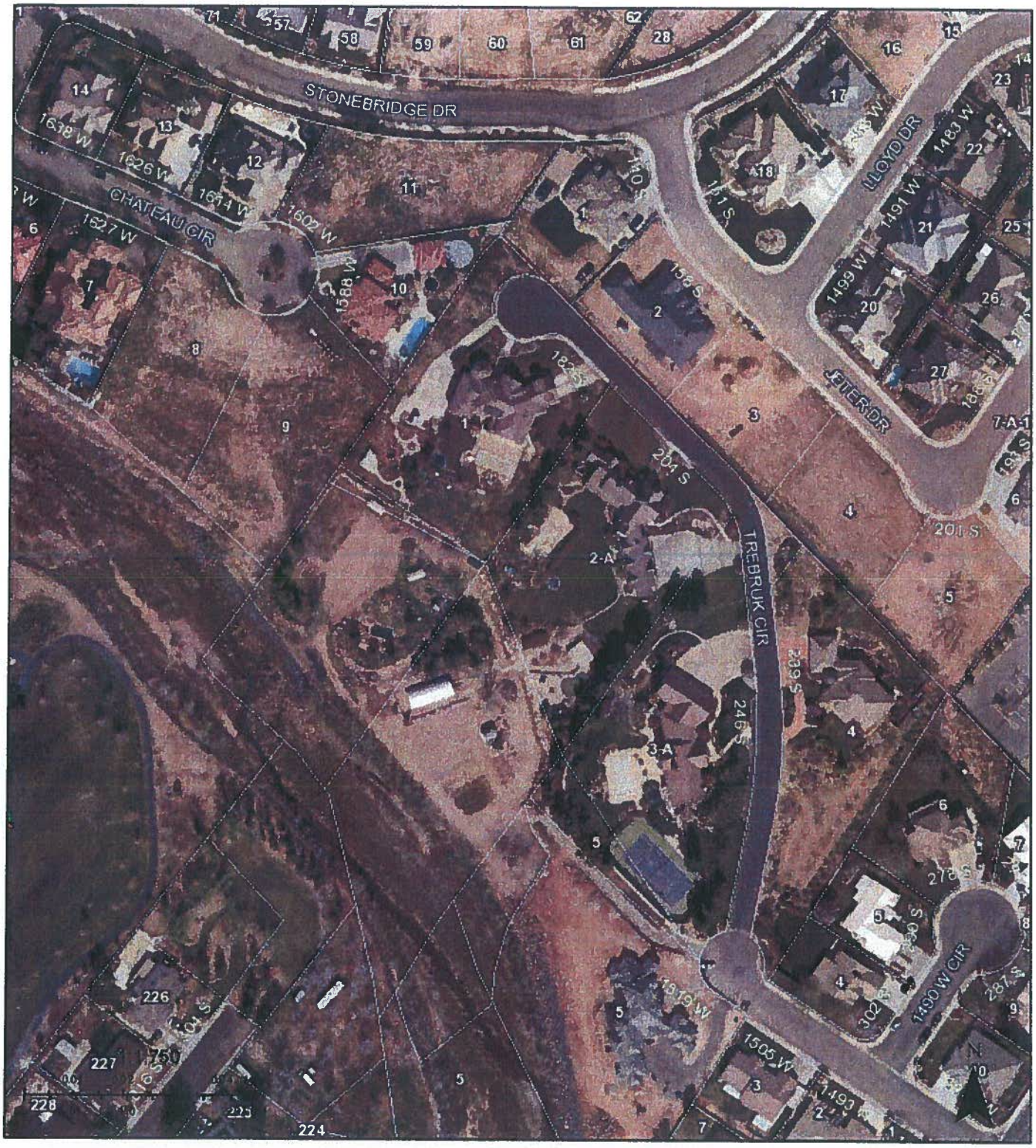


EXHIBIT "A"

NOT TO SCALE



buk Estates Lot 1 Easement Vacation and Lot Merger

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

May 26, 2015

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-TBE-1

VACATING A PUBLIC UTILITIES AND DRAINAGE EASEMENT (LOT 1 TREBRUK ESTATES)

WHEREAS, a petition was received by the City Council requesting that a Public Utilities and Drainage Easement belonging to the City of St. George at the rear of Lot 1 of Trebruk Estates, according to the Final Plat Subdivision, recorded as Doc. #610294, more particularly described in Exhibit A, be vacated; and

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

WHEREAS, the owner of the property will grant a new public utilities and drainage easement to the City along the new lot line at the same time of vacation of the easement in Exhibit A; and

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

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

BROWN CONSULTING ENGINEERS
CIVIL ENGINEERING * LAND SURVEYING * LAND PLANNING
163 W. 1600 S. #5 St. George, UT 84770
PHONE (435) 628-4700 FAX (435) 625-4725

LOT LINE ADJUSTMENT
LOT 1, TREBRUK ESTATES
7.5' EASEMENT ABANDONMENT
MAY 6, 2015

7.5 EASEMENT PARCEL TO BE ABANDONED:

BEGINNING AT A POINT SOUTH 56°13'46" EAST 7.50 FEET ALONG THE LOT LINE FROM THE SW CORNER OF LOT 1 TREBRUK ESTATES SUBDIVISION, ST. GEORGE UTAH; THENCE NORTH 34°05'10" EAST 7.50 FEET; THENCE SOUTH 56°13'46" EAST 171.40 FEET; THENCE SOUTH 34°57'46" WEST 7.50 FEET; THENCE NORTH 56°13'46" WEST 171.40 FEET TO THE POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
MARC. L. BROWN
170223
5-8-15
STATE OF UTAH

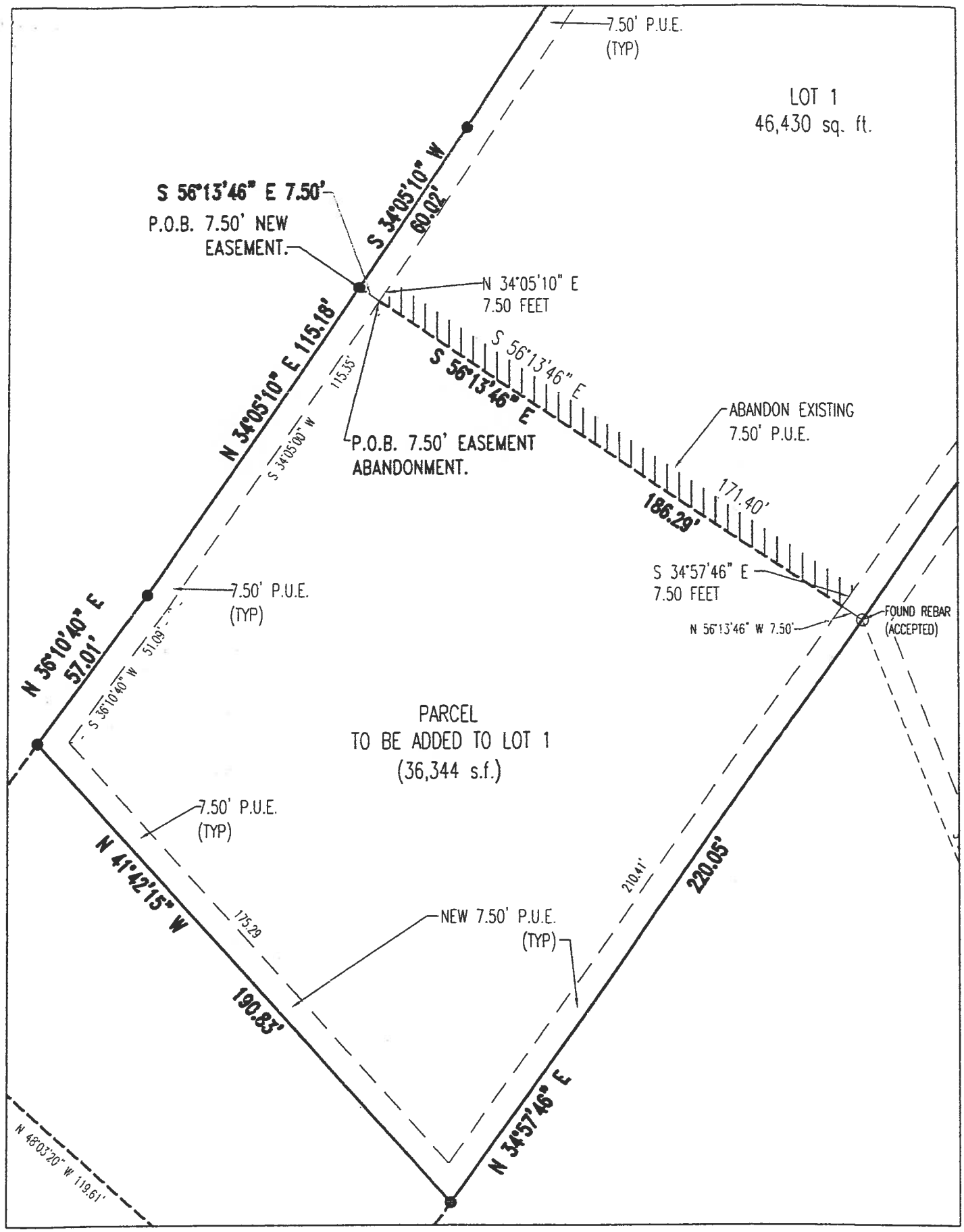


EXHIBIT "A"

7.50' EASMENT ABANDONMENT

NOT TO SCALE

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

Tax ID: SG-TBE-1

PUBLIC UTILITIES AND DRAINAGE EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to JANET CANERON WHITE ASTEL TRUST, herein referred to as Grantor, by the City of St. George, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement for ingress and egress, to use, install, operate, repair, remove, relocate and replace public utility and drainage facilities and for other public use, in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

For Legal Description See Exhibit A"

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

Grantor may not install, build, place or cause or allow anything to be installed, built, or placed in the easement. Grantor may not interfere with the easement in anyway. If any improvement is installed, built, or placed within the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and the City is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss. Grantor shall pay for any costs which Grantee incurs as a result of Grantor burdening the easement in any way.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee its successors and assigns.

IN WITNESS WHEREOF, the Grantors has executed this instrument this 11 day of June, 2015.

GRANTOR: The JANET CANERON WHITE ASTEL TRUST

Craig Astle Trustee

Craig Astle, Trustee

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On this 11 day of June, 2015, personally appeared before me Craig Astle,

who being by me duly sworn did say that he is a Trustee of the JANET CANERON WHITE ASTEL TRUST, and that the foregoing instrument was signed in behalf of said Trust by authority of the terms of the Trust Agreement dated June 11, 2015 and he acknowledged to me that said Trust executed the same for the purposes stated therein.

NOTARY PUBLIC
JESSICA L. SORENSEN
Commission No. 678585
Commission Expires
OCTOBER 6, 2018
STATE OF UTAH

Jessica L. Sorensen
Notary Public

ACCEPTANCE OF DEDICATION

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

DATED this _____ day of _____, 20__.

CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

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

BROWN CONSULTING ENGINEERS
CIVIL ENGINEERING * LAND SURVEYING * LAND PLANNING
163 W. 1600 S. #5 St. George, UT 84770
PHONE (435) 628-4700 FAX (435) 625-4725

LOT LINE ADJUSTMENT
LOT 1, TREBRUK ESTATES
NEW PUBLIC UTILITY EASEMENT
JUNE 16, 2015

NEW PUBLIC UTILITY EASEMENT:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 1 TREBRUK ESTATES SUBDIVISION, ST. GEORGE, UTAH: THENCE SOUTH 56°13'46" EAST 7.50 FEET; THENCE SOUTH 34°05'00" WEST 106.25 FEET; THENCE SOUTH 29°09'57" WEST 163.33 FEET; THENCE SOUTH 50°32'58" EAST 22.73 FEET; THENCE NORTH 34°57'46" EAST 183.01 FEET; THENCE SOUTH 55°02'14" EAST 7.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 34°57'46" WEST 295.60 FEET; THENCE NORTH 37°20'20" WEST 49.89 FEET; THENCE NORTH 48°03'20" WEST 119.61 FEET; THENCE NORTH 35°36'20" WEST 22.88 FEET; THENCE NORTH 36°10'40" WEST 139.40 FEET ; THENCE NORTH 34°05'00" WEST 115.18 FEET TO THE POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
MARC L. BROWN
170223
6-16-15
STATE OF UTAH

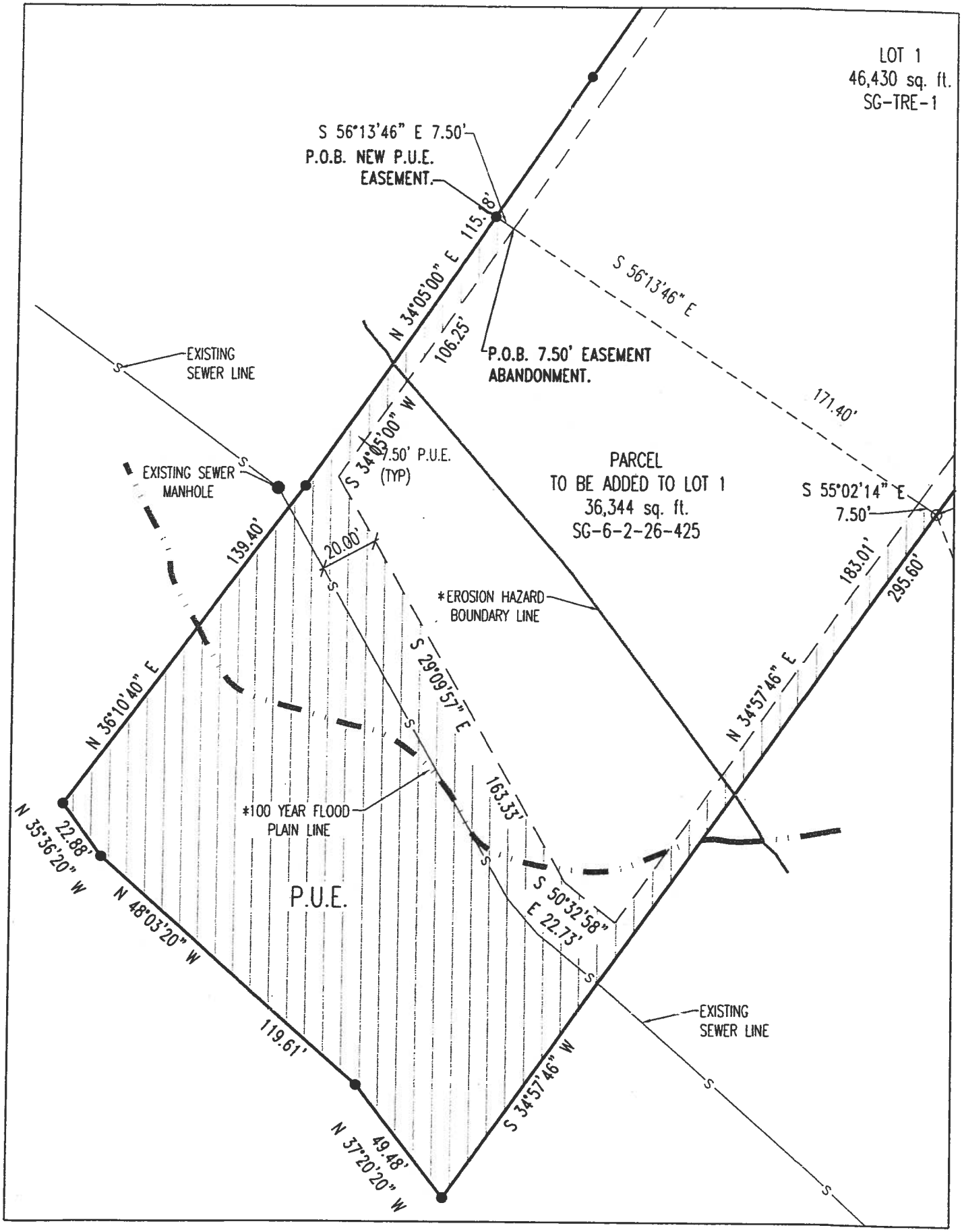


EXHIBIT "A"

NEW PUBLIC UTILITY EASMENT (P.U.E.)

NOT TO SCALE

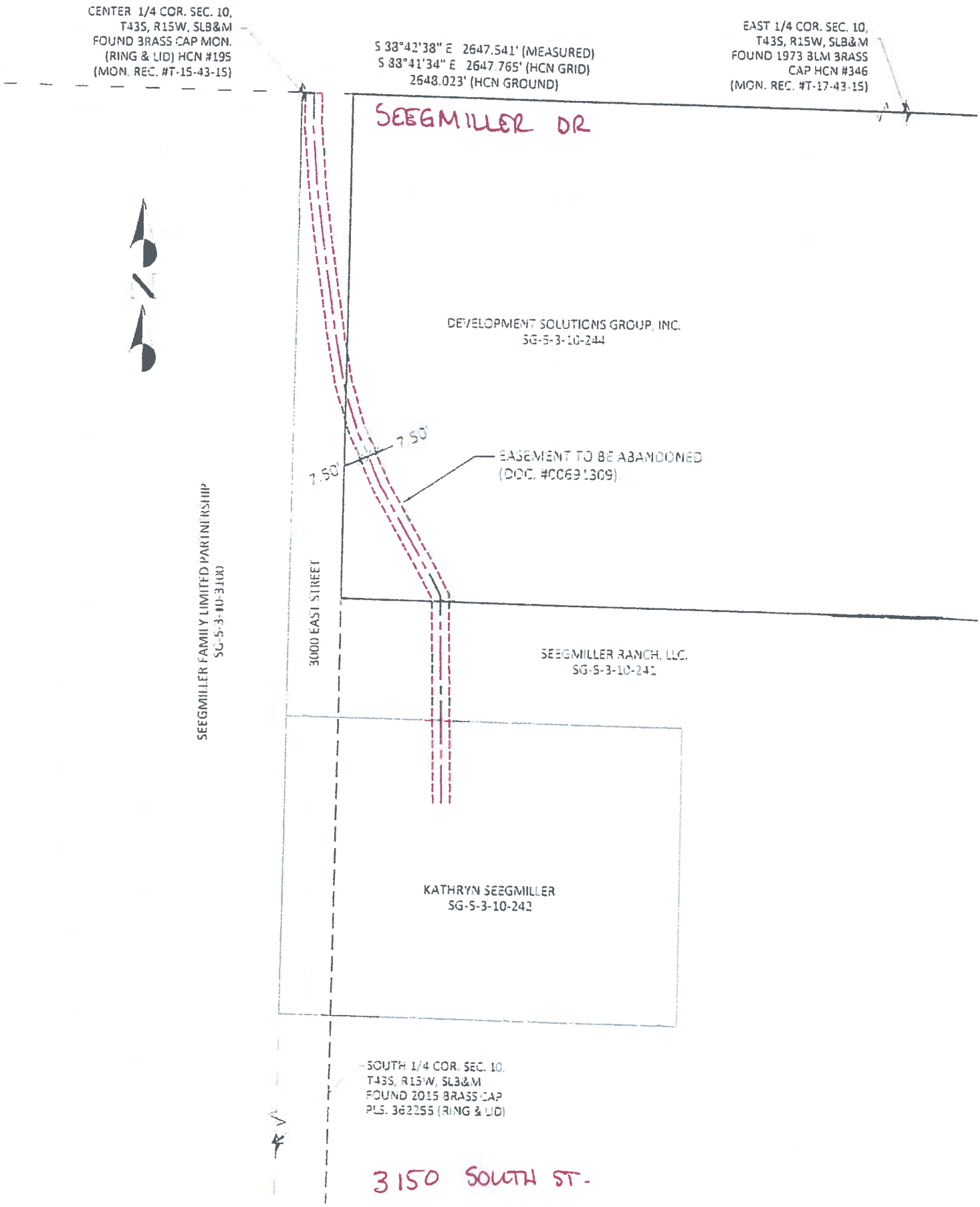
DRAFT

Agenda Item Number : 3B

Request For Council Action

Date Submitted	2015-06-04 10:02:17
Applicant	Steve Kamlowshy - Development Solutions
Quick Title	Public Hearing/Ordinance - Easement Vacation
Subject	Consider the vacation of a "Utility Easement" along 3000 East at approximately 2900 South.
Discussion	This easement was for a 6" water line that feed a fire hydrant and the home belonging to the Seegmillers. Because of the recent development in the area this waterline have been relocated in 3000 East Street and the service lines and fire hydrant are serviced by the main waterline located in 3000 East St. The old 6" line has been removed.
Cost	$0.00
City Manager Recommendation	Recommend approval. The City has the necessary easements making this easement able to be vacated.
Action Taken	
Requested by	Todd Jacobsen
File Attachments	Utility Easement.pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	This has been approved by JUC
Attachments	Utility Easement.pdf

EASEMENT ABANDONMENT
EXHIBIT A



Utility Easement Vacation

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

May 22, 2015

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

ORDINANCE NO.: _____

EASEMENT VACATION (ASPEN ESTATES)

Tax ID: SG-5-3-10-241, SG-5-3-10-242 & SG-5-3-10-244

WHEREAS, a Petition was received by the City Council of the City of St. George requesting that an existing utility and drainage easement which is not presently in use be vacated. The easement is more fully described in Exhibit A, which is attached hereto and incorporated herein by reference, which easement belongs to the City of St. George and is located along 3000 East Street, approximately between Seegmiller Drive and 3000 South, as on file in the Washington County Recorder's Office as Doc. #00691309; and

WHEREAS, the owners of the properties 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 vacating 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.

PASSED 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
Victoria H. Hales, Assistant City Attorney

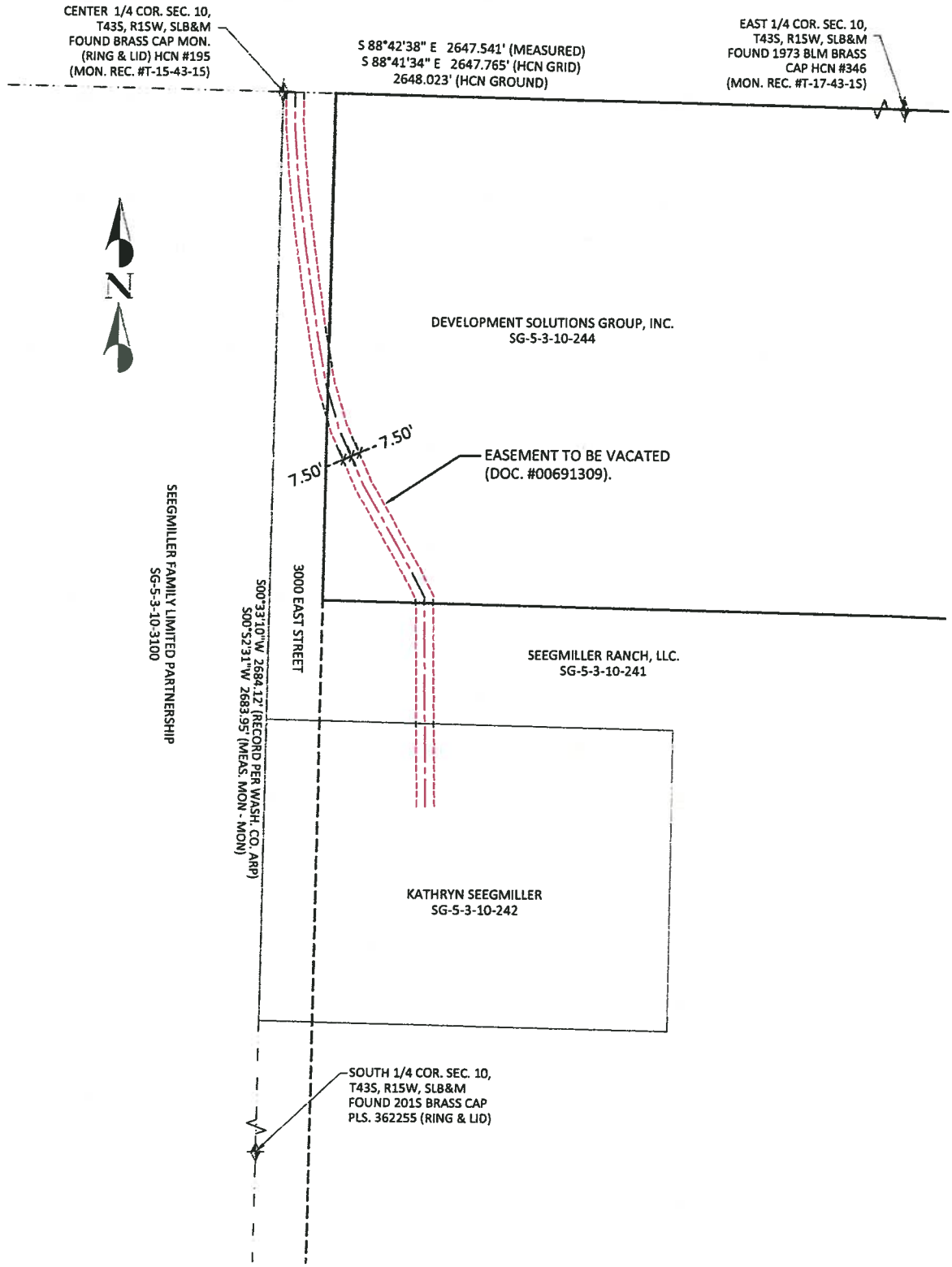
ASPEN ESTATES
EASEMENT VACATION LEGAL DESCRIPTION

A 15.00 FOOT WIDE EASEMENT, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 88°41'34" EAST 10.88 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER ¼ CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING A WASHINGTON COUNTY BRASS CAP DATED 1974; THENCE ALONG THE CENTERLINE OF A 15 FOOT UTILITY EASEMENT THE FOLLOWING COURSES: SOUTH 0°00'05" EAST 28.26 FEET; THENCE SOUTH 4°16'24" EAST 52.29 FEET; THENCE SOUTH 6°57'46" EAST 50.32 FEET THENCE SOUTH 8°12'02" EAST 74.44 FEET; THENCE SOUTH 9°46'43" EAST 46.56 FEET; THENCE SOUTH 16°28'25" EAST 40.71 FEET; THENCE SOUTH 23°23'32" EAST 53.01 FEET; THENCE SOUTH 29°09'08" EAST 46.84 FEET; THENCE SOUTH 29°08'18" EAST 40.37 FEET; THENCE SOUTH 26°48'26" EAST 23.04 FEET; THENCE SOUTH 0°19'30" EAST 11.84 FEET; THENCE SOUTH 0°37'23" EAST 168.37 FEET TO A POINT BEING THE TERMINUS OF THIS EASEMENT.

PROFESSIONAL LAND SURVEYOR
No. 362255
D. BRADFORD
PETERSEN
5/26/15
STATE OF UTAH

EASEMENT VACATION
EXHIBIT A



DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND PLANNERS, LAND SURVEYORS
120 East St. George Blvd.
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

PROJECT NAME: ASPEN ESTATES SUBDIVISION
LOCATED IN ST. GEORGE, UTAH

SHEET NAME: EASEMENT VACATION

NO.	DESCRIPTION	DATE	APP'D

DATE: 5/21/15
PM: SK
DRAWN BY: SK
DESIGNED BY: SK
CHECKED BY: SK
PROJECT NO.: 13-037
SCALE: 1"=40'
SHEET NUMBER: E-1
1 OF 1 TOTAL

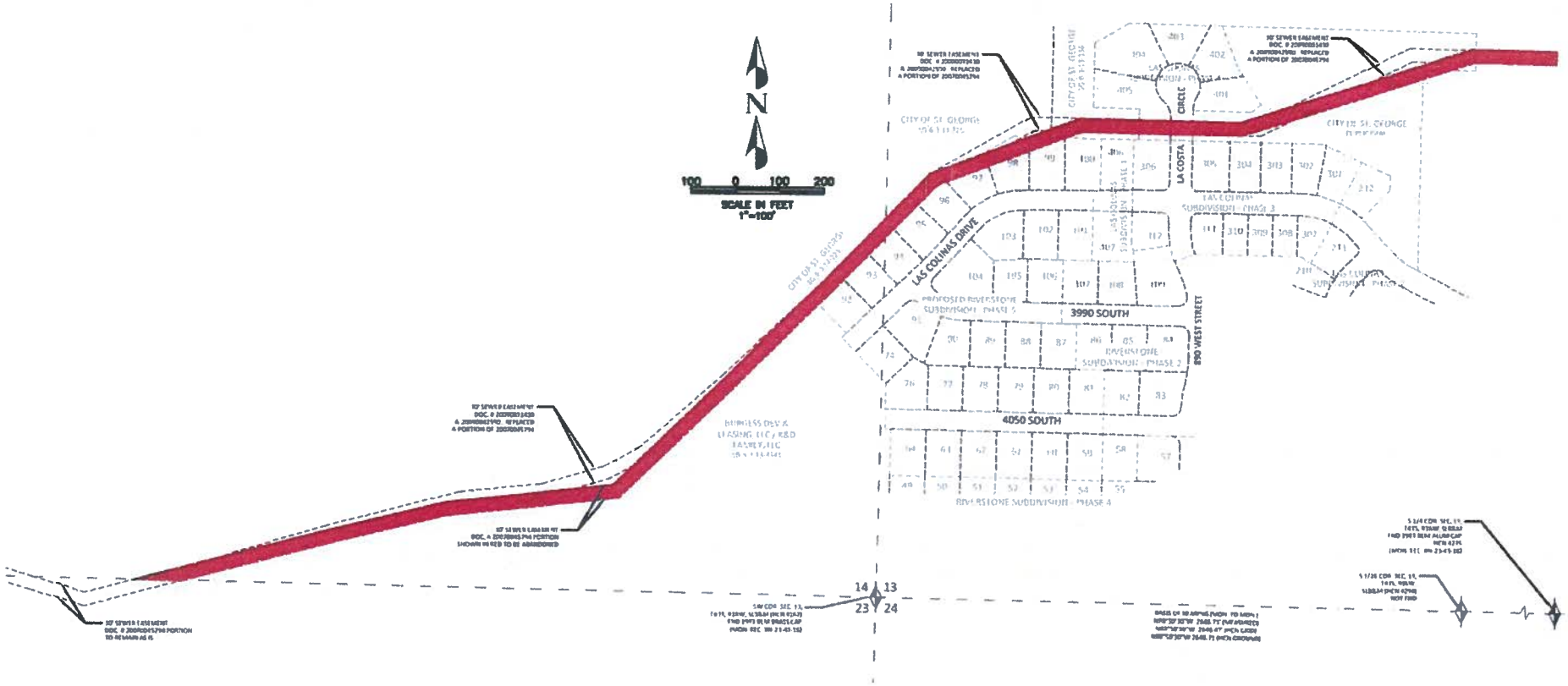
DRAFT

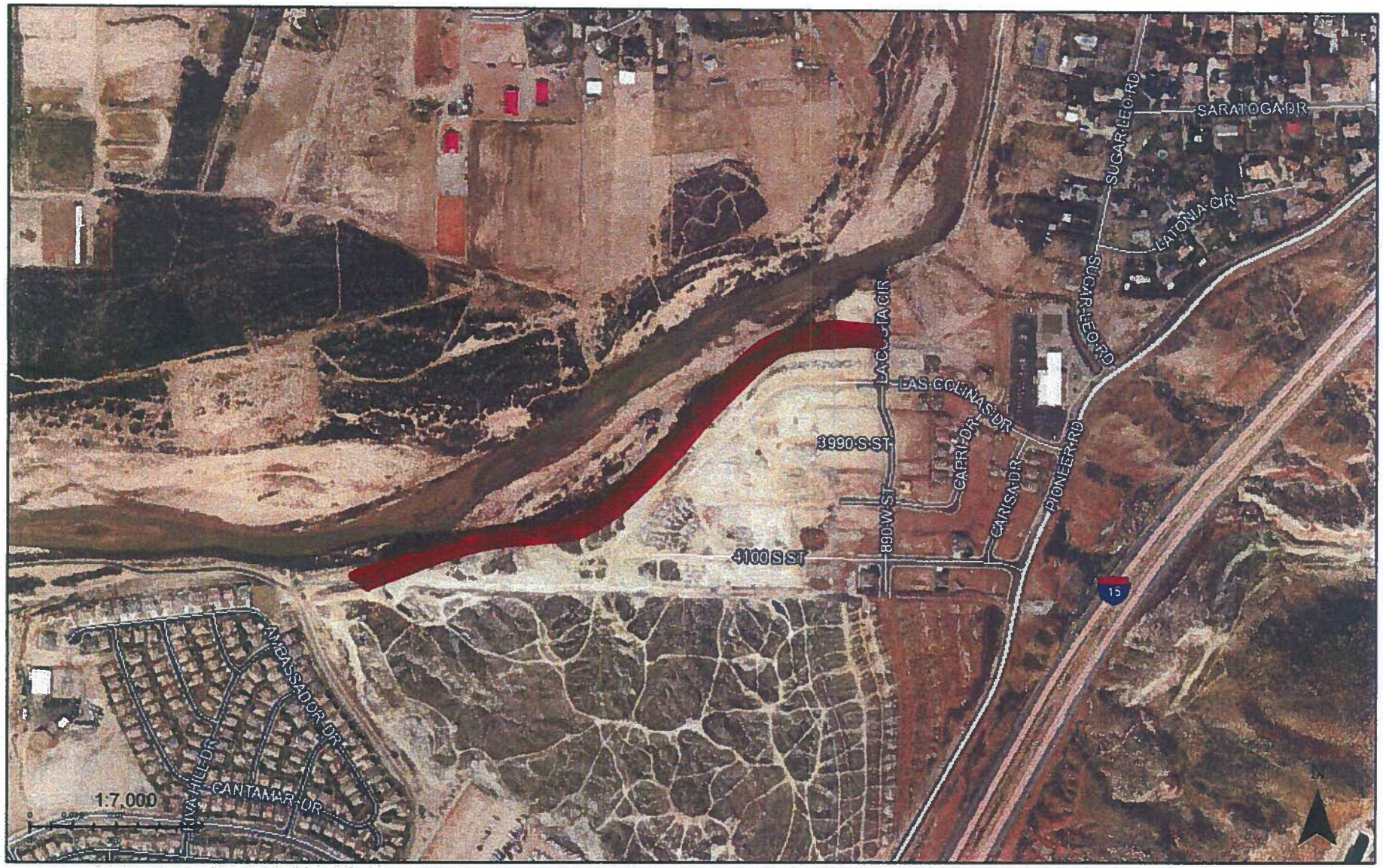
Agenda Item Number : 3C

Request For Council Action

Date Submitted	2015-06-04 09:57:58
Applicant	Brad Petersen - Development Solutions
Quick Title	Public Hearing/Ordinance - Easement Vacation
Subject	Consider the vacation of an "Underground Sewer Easement" along the south side of the Virgin River located approximately between Bloomington and Sun River.
Discussion	This "Underground Sewer Easement" was granted in 2007 under Doc. #20070045794. After this easement was recorded the sewer line was installed in the ground with some areas of the pipe being located outside of the easement. Between 2007 and 2009 the problem was found and a new easement was granted that places the easement over the sewer line. This new easement was recorded and can be found in Doc. @20090031430. Unfortunately the easement from 2007 was never vacated and now with the plans of future development in this area the 2007 easement encumbers the property that can be developed. Note: The 2009 easement will remain and is not part of this vacation request.
Cost	$0.00
City Manager Recommendation	Not needed for the sewer line currently located in this area. Recommend approval.
Action Taken	
Requested by	Todd Jacobsen
File Attachments	Underground Sewer.pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	This has been approved by JUC
Attachments	Underground Sewer.pdf

EASEMENT VACATION
EXHIBIT A





Underground Sewer Easement

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

June 4, 2015

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

ORDINANCE NO.: _____

EASEMENT VACATION
(LAS COLINAS AND RIVERSTONE DEVELOPMENTS)

Tax ID: SG-6-3-13-3341 & SG-6-3-14-225

WHEREAS, a Petition has been received by the City Council of the City of St. George requesting that an existing Underground Sewer Easement, on file in the Washington County Recorder's Office as Doc. #20090042590, be vacated. The easement to be faceted is fully described in the attached Exhibit A which is incorporated herein by this reference. Further, that an existing Underground Sewer Easement, on file in the Washington County Recorder's Office as Doc. #20070045794, be partially vacated as to property traversing the Las Colinas and Riverstone Developments only. The portion of an easement to be vacated is fully described in the attached Exhibit B, which is incorporated herein by reference. The vacation is further shown in Exhibit C, which is incorporated herein by reference. These easement rights belong to the City of St. George and are located along the southeasterly side of the Virgin River and northwesterly side of the Las Colinas and Riverstone Developments; and

WHEREAS, if other sewer easements have been recorded they will remain in place and are not part of this vacation and partial vacation; and

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

WHEREAS, it appears that it will not be detrimental to the general public interest and that there is good cause for this vacation and partial vacation of said easements.

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

The easement and portion of an easement described in Exhibits A, B and C are 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

Victoria H. Hales, Assistant City Attorney

EXHIBIT A

Legal Description of the Trail and Sewer Easement

A proposed sewer and trial easement situation in the Southwest Quarter of Section 13 and the Southeast Quarter of Section 14, Township 43 South, Range 16 West, Salt Lake Base & Meridian: Being 30 feet in width, the side lines of which to be shortened or extended to begin and terminate on the Grantor's property line and being 10 feet right (Southeasterly) and 20 feet left (Northwesterly) and parallel and perpendicular to the following described centerline, the centerline of which is also the centerline of proposed sewer line, the trail shall be located on the left (Northwesterly) ten feet of said easement.

Beginning at a point on the South line of proposed Las Colinas Subdivision, said point beign located North 88°45'12" West 1621.13 feet from the found BLM pipe and aluminum cap (Stamped 1983) marking the Southeast corner of said Section 14. (Basis of bearing being South 88°50'35" East from above said Southeast corner of section 14 and the found BLM pipe and aluminum cap (Stamped 1983) marking the Southeast corner of government lot 8 of section 13); and running thence North 75°11'04" East 101.55 feet; thence North 73°27'00" east 293.36 feet; thence North 75°28'48" East 308.19 feet; Thence North 84°23'45" East 187.27 feet; thence North 74°09'05" East 151.64 feet; thence North 61°40'05" East 92.97 feet; Thence North 49°01'30" east 249.23 feet; Thence North 46°32'23" East 321.05 feet; Thence North 44°22'03" East 335.25 feet; Thence North 60°23'11" East 256.15 feet; Thence South 88°56'49" East within the right-of-way per Tarlton Blair's survey 511.80 feet; Thence North 63°26'22" East within said right-of-way and and leaving said right-of-way 383.90 feet; Thence South 89°21'00" East 145.46 feet to the 1983 BLM Monumented East Line of Government Lot 8 of Said Section 13 and Point of Ending; said point being located South 01°12'48" West 54.87 feet from the found BLM pipe and aluminum cap (stamped 1983) marking the Northeast Corner of said Government Lot 8.

EXHIBIT B

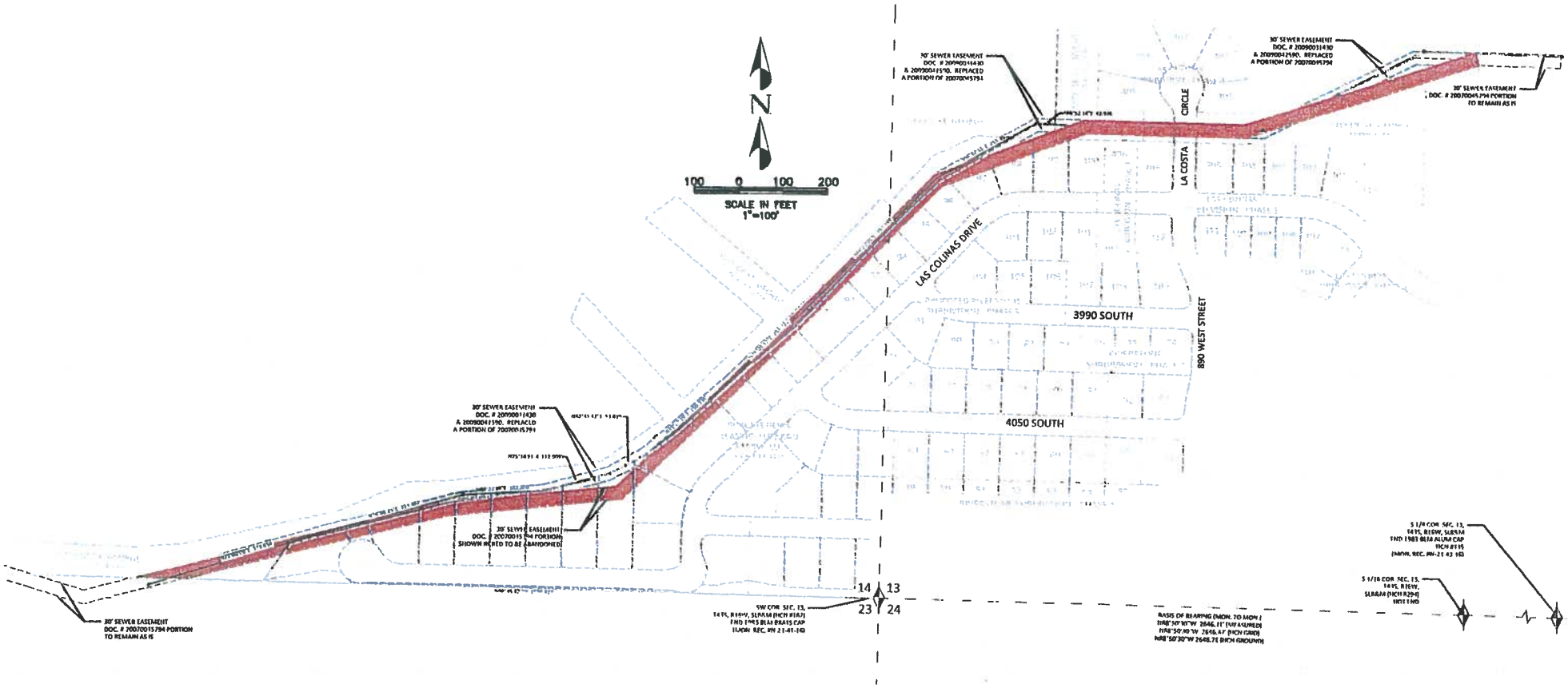
EASEMENT VACATION FOR A PORTION OF DOC. NO. 20070045794
AFFECTION THE RIVERSTONE SUBDIVISION

A PORTION OF AN EXISTING 30.00 FOOT WIDE EASEMENT, (DOC. NO. 20070045794), TO BE VACATED, BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. THE SIDE LINES OF THIS EASEMENT SHALL BE LENGTHENED OR SHORTENED AS NECESSARY TO ELIMINATE ALL GAPS AND OVERLAPS AT THE BEGINNING, END, AND ALONG SAID EASEMENT.

BEGINNING AT A POINT ON THE CENTERLINE OF SAID EXISTING EASEMENT, SAID POINT BEING SOUTH 89°54'22" WEST 1571.818 FEET ALONG THE SECTION LINE, AND NORTH 0°05'38" WEST 14.415 FEET FROM THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE CENTERLINE OF SAID EXISTING EASEMENT, THE FOLLOWING COURSES: NORTH 73°51'14" EAST 50.433 FEET; THENCE NORTH 74°04'42" EAST 278.520 FEET; THENCE NORTH 74°56'45" EAST 285.170 FEET; THENCE NORTH 82°36'13" EAST 388.100 FEET; THENCE NORTH 44°53'17" EAST 338.350 FEET; THENCE NORTH 43°53'37" EAST 335.260 FEET; THENCE NORTH 42°57'22" EAST 334.200 FEET; THENCE NORTH 68°04'52" EAST 355.350 FEET; THENCE NORTH 89°40'50" EAST 361.980 FEET; THENCE NORTH 71°00'58" EAST 309.020 FEET; THENCE NORTH 70°09'02" EAST 242.260 FEET TO THE POINT OF ENDING.

PROFESSIONAL LAND SURVEYOR
No. 362255
D. BRADFORD PETERSEN
6/16/15
STATE OF UTAH

EASEMENT VACATION
EXHIBIT C



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

Tax ID: SG-6-3-13-3341 and SG-6-3-13-3351

PUBLIC SEWER EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to Burgess Development and Leasing, LLC, a Utah Limited Liability Company, K & D Family, LLC, a Utah Limited Liability Company, and Faction, LLC, a Utah Limited Liability Company herein collectively referred to as Grantor, by the City of St. George, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, it's successors and assigns, a perpetual easement, to use, install, operate, maintain, repair, remove, relocate and replace public sewer lines in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever, for the uses and purposes normally associated with public sewer lines.

Grantee will not subject the easement to the imposition of liens during the term of this easement. Grantor retains the right of ingress and egress over the easement. If any improvements are installed, built, or placed in or over the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights, and the City is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss. Grantor is responsible to repair any damage caused by it to Grantee's sewer infrastructure.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors has executed this instrument this 15TH day of JUNE, 2015.

GRANTOR: Burgess Development and Leasing, LLC, a Utah Limited Liability Company, K & D Family, LLC, a Utah Limited Liability Company, and Faction, LLC, a Utah Limited Liability Company

Ed Burgess

Ed Burgess, Managing Member
Burgess Development and Leasing, LLC, a Utah Limited Liability Company

STATE OF UTAH)
ss.
County of Washington)

On the 15th day of JUNE, 2015, A.D., personally appeared before me Ed Burgess, who being by me duly sworn, did say and acknowledge that he is the Managing Member of Burgess Development and Leasing, LLC, a Utah Limited Liability Company, and that he executed the foregoing document on behalf of said limited liability company by authority of its Operating Agreement and that he executed the same for the uses and purposes stated herein.

Mike Nobis

Notary Public

Notary Public
MIKE NOBIS
COMMISSION #682699
My Commission Expires
April 13, 2019
STATE OF UTAH

Michael Singleton, Managing Member
K&D Family, L.L.C.

STATE OF UTAH)
ss.
County of Washington)

On the 15 day of June, 2015, A.D., personally appeared before me Michael Singleton, who being by me duly sworn, did say and acknowledge that he is the Managing Member of K&D FAMILY, L.L.C., a Utah limited liability company, and that he executed the foregoing document on behalf of said limited liability company by authority of its Operating Agreement and that he executed the same for the uses and purposes stated herein.

NOTARY PUBLIC
JUSTIN SEEGMILLER
Commission No. 678629
Commission Expires
OCTOBER 17, 2018
STATE OF UTAH

Notary Public

Troy Ence, Managing Member
Faction, LLC, a Utah Limited Liability Company

STATE OF UTAH)
ss.
County of Washington)

On the 15TH day of JUNE, 2015, A.D., personally appeared before me Troy Ence, who being by me duly sworn, did say and acknowledge that he is the Managing Member of Faction, LLC, a Utah Limited Liability Company, and that he executed the foregoing document on behalf of said limited liability company by authority of its Operating Agreement and that he executed the same for the uses and purposes stated herein.

Notary Public

MIKE NOBIS
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 04/13/2019
Commission # 682699

ACCEPTANCE OF DEDICATION

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

DATED this _____ day of _____, 2015.

CITY OF ST. GEORGE

_____

Jonathan T. Pike, Mayor

ATTEST:

_____

Christina Fernandez, City Recorder

Approved as to form:

V. H. Hales assistant

Victoria Hales, ~~Deputy~~ City Attorney

SEWER EASEMENT
EXHIBIT A

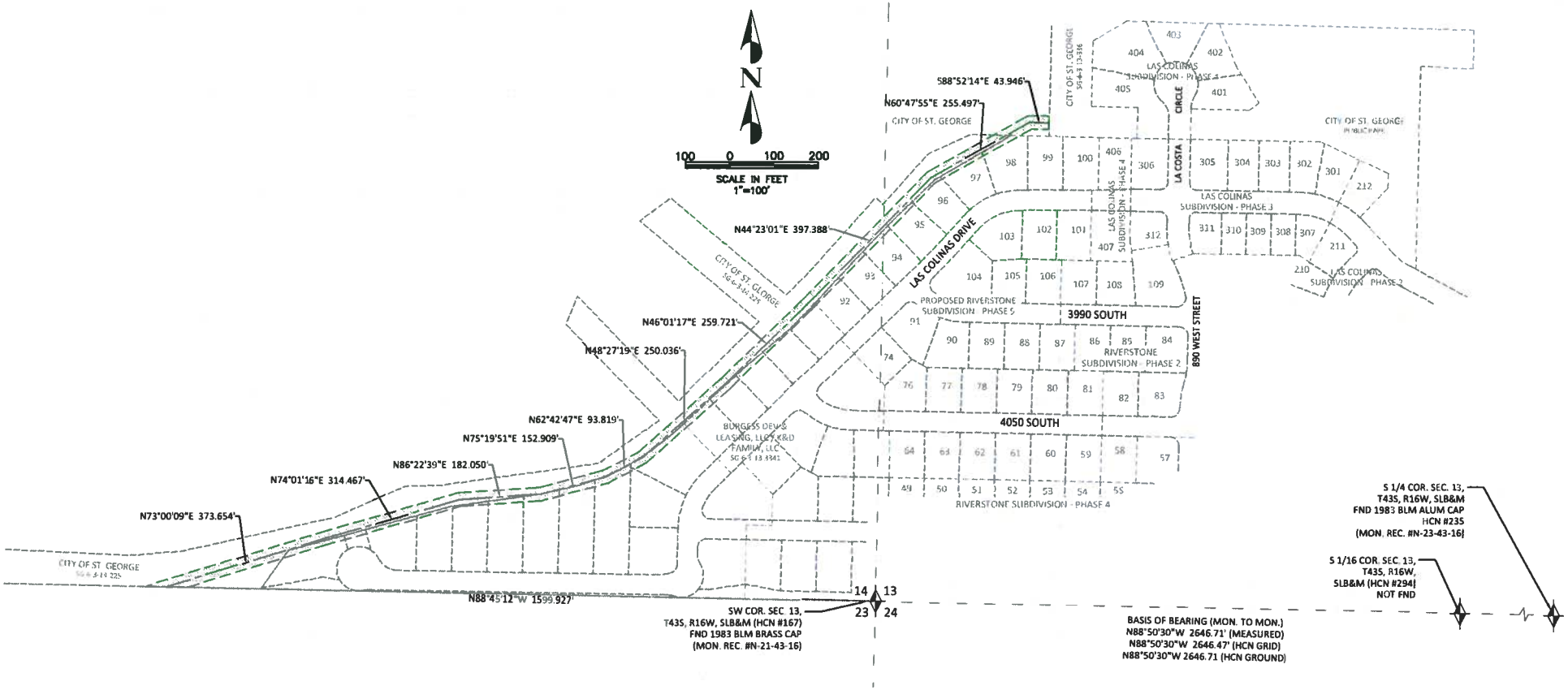


EXHIBIT "A"
LEGAL DESCRIPTION

A 30 FOOT WIDE SANITARY SEWER EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE CENTER OF AN EXISTING SANITARY SEWER MAIN AND A POINT ON THE SECTION LINE, SAID POINT BEING NORTH 88°45'12" WEST ALONG THE SECTION LINE, A DISTANCE OF 1599.927 FEET FROM THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SEWER MAIN THE FOLLOWING (10) TEN COURSES: (1) NORTH 73°00'09" EAST 373.654 FEET; (2) NORTH 74°01'16" EAST 314.467 FEET; (3) NORTH 86°22'39" EAST 182.050 FEET; (4) NORTH 75°19'51" EAST 152.909 FEET; (5) NORTH 62°42'47" EAST 93.819 FEET; (6) NORTH 48°27'19" EAST 250.036 FEET; (7) NORTH 46°01'17" EAST 259.721 FEET; (8) NORTH 44°23'01" EAST 397.388 FEET; (9) NORTH 60°47'55" EAST 255.497 FEET; AND (10) SOUTH 88°52'14" EAST 43.946 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN WARRANTY DEED, RECORDED AS DOCUMENT NO. 20130002993, IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, AND THE POINT OF TERMINATION.

LESS AND EXCEPTING ANY PORTION FALLING WITHIN THE BOUNDS OF PROPERTY OWNED BY AND OR DEDICATED TO THE CITY OF ST. GEORGE.

DRAFT

Agenda Item Number : 3D

Request For Council Action

Date Submitted	2015-06-08 09:36:56
Applicant	Capital 5 LLC
Quick Title	Public Hearing, Zone Change, and Ord to Amend the PD-R
Subject	Consider a zone change amendment request to construct a four-story, 78 unit condominium project on approximately 5.7 acres of property in the PD-R (Planned Development Residential) zone The project is â€œEstanciaâ€ and is located at approximately 1151 South plantations Drive. The owner is Capital 5 LLC, the applicant is Mr. David Nasal. Case No. 2015-ZCA-014. (Staff â€" John Willis)
Discussion	The original approval was four buildings, each 3-stories tall with a couple buildings having minor 4-story section in middle, with 78 total units. The applicant is proposing to eliminate one of the buildings and increase the height to four-stories, as well as, expand the footprint of the other buildings. The project will maintain the same number of units.
Cost	$0.00
City Manager Recommendation	Eliminates a building but increases the height to 4 stories for the other 3 buildings. The number of units stays the same and planning commission recommends approval.
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

Estancia Resort Condos

PLANNING COMMISSION AGENDA REPORT:	**05/26/2015**
CITY COUNCIL SET DATE:	**06/04/2015**
CITY COUNCIL MEETING:	**06/18/2015**

Estancia Condominiums at Green Valley
2015-ZCA-014 Amendment PD-R

Request:	Consider a zone change amendment to construct a four-story, 78 unit condominium project on approximately 5.7 acres in the PD-R (Planned Development Residential) zoning district. The project is located at approximately 1151 South Plantations Drive.
Project Name:	Estancia Resort
Owner / Developer:	Capital 5 LLC
Representative:	David Nasal
Zone:	PD-RES (Planned Development Residential)
General Plan:	HDR (High Density Residential) 10-22 du/acre
Location:	Located on Plantations Drive between the Trendwest Vacation Rental development and the Cottages South development (approximately 1151 South).
Acreage:	5.7 acres
Density:	13.6 du/ac
Building Area:	The original approval was four buildings, each 3-stories tall with a couple buildings having minor 4-story section in middle, with 78 total units. The applicant is proposing to eliminate one of the buildings and increase the height to four-stories, as well as, expand the footprint of the other buildings. The project will maintain the same number of units.
Ordinance:	"Planned Development Zone" Section 10-8-3(C) requires the submittal of a colored site development plan, a written text, and colored elevations.
Setbacks (Required): (measured from PL)	Front = 25 ft., Side = 10 ft. Street side = 25 ft., and rear = 10 ft.

Height: The applicant is proposing four story buildings, which will be fifty-three feet (53') in height. According to City Code, buildings that exceed 35' in height must be approved as part of the PD approval.

Materials: The exterior building materials consist of tile roofs, textured stucco walls, with stone accents on columns.

Parking: No change is being proposed to the parking area. 182 parking spaces are required, and provided as per site plan. Parking is calculated at 2 parking spaces/unit + 1 space per 3 units for guest parking.

Landscape & Recreation Area: The proposed site plan will increase the amount of landscaping, given one building is being removed. Landscape coverage is 2.2 acres which equals 38% of site. A minimum of 30% landscaping is required per zoning code. As part of the overall landscape area, a recreation area equal to 200 sq ft per unit is required. That minimum amount for a 78 unit project is 15,600 sq ft (78 units X 200 sq ft/unit). The projects interior courtyard is 26,208 sq ft and consists of lawn, pool, playground equipment, pickle ball court, basketball, and hardscape.

Lighting: The site shall be designed to be "dark sky" friendly and avoid any light pollution to neighbors.

Comments: The amended site plan meets the requirements of the PD-Residential zone, including parking, and landscaping. The proposed buildings have front and rear balconies which provide depth and interest to the building. According to the applicant, the reduction to three buildings will provide views for the other buildings, as well as, increasing recreation and landscaped areas. Building heights are required to be approved as part of the PD amendment.

P.C.: The Planning Commission recommends approval (5-0) as presented. If parking is changed, then the applicant must come before the PC and CC for approval.

The Lakes at St. George

St. George 730 LLC

May 22, 2015

Mr. John Willis
Planning Manager
City of St. George
175 East 200 North
St. George, Utah 84770

Re: Capital 5 LLC-Proposed Zoning Action (Case #2015-ZCA-014)

Mr. Willis,

We are in receipt of the City's notification regarding a request by Capital 5 LLC to amend the current Zoning and have the following comments and concerns:

1. We opposed the applicants General Plan Amendment at the City Council Meeting on Feb 20, 2014 and among other things expressed concerns regarding added traffic to Canyon View Drive and Plantations Drive. We were assured at that meeting that the applicant would be required to do a traffic study as a part of the Zoning Process to identify and mitigate any traffic impacts accordingly. This did not happen. Apparently the development does not exceed the City's minimum 80 unit requirement for a traffic study and were not required to do a traffic study regardless of the assurances made by the City Council. By comparison, the Lakes, understandably a much larger development, is required to mitigate existing traffic concerns on Canyon View Dr. as a condition of approval for the first subdivision Plat regardless of unit count. Accordingly, we are requesting the applicant be required to do a traffic impact study and address any impacts.

2. In addition, the current project, as approved, has utilized a strip of land for parking to meet the minimum parking requirements. This strip of land, directly west and adjacent to SG 6-2-35-122, is a part of a land exchange agreement between TAWA (Trend West) and the Lakes property owners that was needed to facilitate the alignment of Plantations Drive. That agreement (attached) restricts the use of the property to landscaped open space. Apparently none of this was disclosed by the applicant at the time of zoning approval. As a result, we are requesting the applicant not be approved for the additional units at this time and the parking lot improvements be removed and replaced with landscape in accordance with the agreement.

We have worked long and hard with the City to address concerns from not only the City but the neighboring communities to ensure the land use densities and intensities proposed for the Lakes Project provide a positive impact to all stake holders and believe an approval for additional units uses by increasing the height of the buildings is not in keeping with what has been requested of the Lakes Project.

8367 West Flamingo Road, Suite 100
Las Vegas, Nevada 89147

Tel: (702) 232-5799
E-mail: MTeepen@LDCincLV.com

The Lakes at St. George
St. George 730 LLC

As you can see there are a number of significant issues with this development that need to be addressed prior to any further approvals and continued development by the applicant. Unfortunately, due to circumstances out of our control we are unable to be present at the Planning Commission Hearing and request the item be tabled until the above concerns can be addressed.

Please feel free to contact me with any questions.

Best Regards,

Mark Teepen
St. George 730 LLC
Owners Representative
(702) 232-5799

Cc: Mark Schnipple St. George 730 LLC
Gary Esplin, City Manager

Attachments:
TAWA Property Exchange Agreement

8367 West Flamingo Road, Suite 100
Las Vegas, Nevada 89147

Tel: (702) 232-5799
E-mail: MTeepen@LDCincLV.com

5

DOC # 20130041278
Agreement Page 1 of 5
Russell Shirts Washington County Recorder
11/06/2013 11:15:22 AM Fee $ 18.00
By DIXIE TITLE CO

Unofficial Copy

LAND EXCHANGE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2006, by and between St. George 730, LLC., a Nevada limited liability company, (herein "St. George 730"), and TAWA Development, LLC, a Utah Limited Liability Company (herein "TAWA").

RECITALS

WHEREAS, St George 730 and Tawa both agree that this document replaces any and all other Land Exchange Agreements that have been previously signed; and

WHEREAS, St. George 730 has real property located within the City limits of the City of St. George, Utah, fronting the East side of Plantations Drive near the Trendwest Resort, hereinafter referred to as the "Property", and which is legally described in Exhibits A and B as attached; and

WHEREAS, TAWA is constructing a land development adjacent to the Property known as the Trendwest Resort; and

WHEREAS, TAWA is required by the City of St. George to construct and maintain landscaping improvements adjacent to the Property and fronting Plantations Drive; and

WHEREAS, TAWA agrees to maintain the Property in a neat and clean condition meeting the requirements of the City of St. George; and

WHEREAS, TAWA agrees to, and will dedicate any portion thereof as may be requested by the City of St. George for streets, utilities, drainage, trails or any public use in the future without cost to the St. George 730; and

WHEREAS, TAWA agrees to not use the Property for any purpose other than open space uses as defined by the City of St. George and agrees not to construct any structures on the Property; and

WHEREAS, TAWA or assigned agrees to construct the remaining public street, utility and drainage improvements fronting the Property as required by the City of St. George at no cost to St. George 730 within 90 days of being notified in writing by St George 730 that the city has required those improvements be constructed; and

WHEREAS, TAWA agrees to reimburse St. George 730 $2,500 for costs attributed to maintaining the Property in good condition during the last 12 months; and

WHEREAS, St. George 730 agrees to convey title of the Property to TAWA in accordance with the recitals and terms of this agreement via warranty deed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

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

2. **Modification**. Any changes or modifications to this Agreement by the parties shall be in writing and signed by the parties hereto.

3. **Time of the Essence**. Time is of the essence of this Agreement.

Unofficial Copy

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

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

6. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

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

TAWA Development, LLC

Jeff Chapman, Manager

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the 5 day of November, ~~2006~~ 2013, personally appeared before me Jeff Chapman, who being by me duly sworn, did say that he is the Managing Member of TAWA Development, LLC, and who duly executed the same.

Notary Public

JOSHUA D. WESTBROOK
Notary Public
State Of Utah
Comm No. 682115
My Comm. Expires Jan. 08, 2017

ST. GEORGE 730, LLC

Mark A. Schnippel, President, Plantations, Inc.
Managing Member, St. George 730, L.L.C.

STATE OF NEVADA)
ss.
COUNTY OF CLARK)

On the 2nd day of October, ~~2006~~ 2013 MS, personally appeared before me Mark Schnippel, who being by me duly sworn, did say that he is the President of Plantations, Inc. who acknowledged to me that he executed the foregoing instrument on behalf of the corporation by appropriate authority for its stated purpose and also acknowledged said corporation is the Managing Member of the St. George 730 L.L.C..

Notary Public

JOANNE BEITZ
Notary Public - State of Nevada
APPT. NO. 08-6337-1
My App. Expires October 22, 2015

Unofficial Copy

Unofficial Copy

EXHIBIT "A"

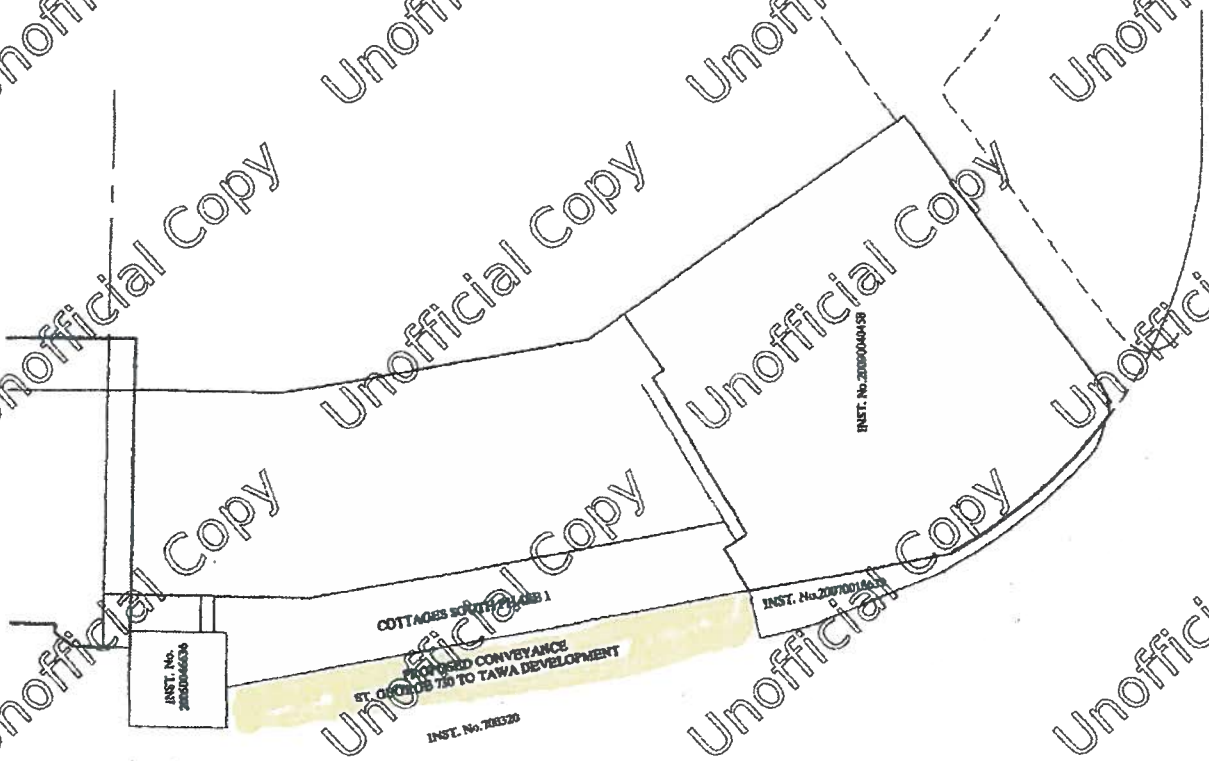
St. George 730, LLC to TAWA Development, LLC

Beginning at the Southwest corner of Cottages South Phase 1 Amended (Instrument No. 20110019696) as on file with the Office of the Recorder, Washington County, Utah. The boundary of said subdivision being located per existing Class I monuments located in Canyon View Drive. Said Point of beginning also being located North 0°48'55" East 655.99 feet along the section line and North 90°00'00" West 1053.68 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running;

Thence South 76°44'45" West 55.07 along the North line of that "North Parcel" as described in Instrument No. 20070018639 to a point on the Easterly line of Plantations Drive as recorded and described by Instrument No. 700320, Book: 1384, Page: 299 and running the following five (5) courses along said Easterly line;
thence North 13°15'15" West 347.43 feet to a point of curvature;
thence 29.45 feet along a 360.00 foot radius tangent curve to the right through a central angle of 3°40'07" to a point of tangency;
thence North 9°35'08" West 335.94 feet to a point of curvature;
thence 34.05 feet along a 20.00 foot radius tangent curve to the right through a central angle of 97°31'55" to a point of compound curvature;
thence 29.97 feet along a 477.74 foot radius tangent curve to the right through a central angle of 3°35'41" to a point on the Westerly line of that parcel as described in Instrument No. 20060046636;
thence South 1°51'24" West 110.67 feet (Measured) 110.00 feet (Deed) along said Westerly line;
thence South 88°08'36" East 48.74 feet to a point on the Westerly line of said Cottages South Phase 1 Amended;
thence South 9°35'49" East 605.39 feet along said Westerly line to the Point of Beginning.

Containing approximately 48,008 Sq. Ft., or 1.10 Acres

Tax ID No: SG-6-2-34-1016



Unofficial Copy

Estancia Resort Narrative

Section 10-8-4

A. Use of Land:
   Total Site- 5.70 acres
   Building Coverage- .96 acres = 16.87%
   Parking Coverage- 2.26 acre = 39.65% (182 stalls)
   Landscape Coverage- 2.48 acres 43.48%
B. Height and Elevations: Maximum height is 53'. See Attached Elevations.
C. Density: 13.68 units/acre (78 units on 5.70 acres)
D. No schools or churches. Open space is located in the courtyard in the middle of the buildings.
E. Phasing Plan- Bldg W (26 units) will be built first. Bldg S (16 units) will be built second. Bldg E (36 units) will be built third. See Phasing Plan.
F. Topography: See attached Site Plan.
G. Landscape Plan: See attached Landscape Plan
H. Area reserved for landscaping: 2.48 acres (43.48% of land)
I. Utilities: All utilities shall be underground. Transformer equipment shall be screened form streets and adjacent properties.
J. Refuse Storage Areas: Dumpsters are located behind a solid screen and metal gates.
K. Lighting Plan: The plans submitted shall include a general lighting plan indicating the location of lights to be installed on the site.
L. Turning Space: Safe and convenient turning spaces shall be provided for cars, sewer vehicles, refuse collection, firefighting equipments, etc at the end of private drives and dead end streets.
M. Signs: Signage will conform to code and be development quality. It remains to be designed and submitted.

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: ESTANCIA RESORT DEVELOPMENT LLC

MAILING ADDRESS: 1173 S 250 W # 311 ST GEORGE 84770

PHONE: _____ CELL: 435-705-4474 FAX: _____

APPLICANT: _____
(If different than owner)
MAILING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

EMAIL ADDRESS(ES): DAVENASAL@GMAIL.COM

CONTACT PERSON / REPRESENTATIVE: DAVE NASAL
(i.e. Developer, Civil Engineer, Architect; if different than owner)
MAILING ADDRESS: 2513 S 2260 E ST GEORGE UT 84790

PHONE: _____ CELL: 435-705-4474 FAX: _____

EMAIL ADDRESS(ES): DAVENASAL@GMAIL.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. 1111 S. PLANTATION 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-ZCA 04 FILING DATE: 5/7/15 RECEIVED BY: [signature] RECIEPT #: 71054

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

II. ADDITIONAL INFORMATION

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

1. What is the present zoning on the property? PD - R
2. What zone or zones are requested by this application? PD - R
3. Is the zone change in harmony with the present City General Plan? (Yes) X No _____
4. If no, what does the City General Plan propose for the subject property? _____
   *(If the application is not in harmony with the City General Plan, a General Plan Amendment hearing will be required prior to the zone change request. General Plan Amendment hearings are held **four (4) times per year** in January, April, July, and October. A General Plan Amendment application can be obtained from the Community Development Department or online at http://www.sgcity.org/commdev/forms.php)*
5. Total acreage of proposed zone change: _____
6. Are there deed restrictions against the property that might affect the requested zone change?
   Yes _____ No X
   A copy of the deed restrictions, if any, may be submitted in support of the application and shall be submitted if contrary to the request zone change.
7. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts?
   Yes_____ No X
   ***IF YES**, submit the Traffic Impact Study with the application for review by Traffic Engineering.*
   ***IF NO**, a Traffic Impact Study will be required (if determined necessary at Planning Staff Review) to be submitted with the application and reviewed prior to approval by the City Council.*
8. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes X No _____
   Please describe the projected demand for utility services:
   THE PROPERTY CONTAINS 78 RESIDENTIAL CONDO UNITS. WE ARE REMOVING A BUILDING AND ADDING THOSE UNITS TO PHASE II AND III. THE UTILITY DEMAND WILL STAY THE SAME.

III. SUBMISSION CHECKLIST FOR PD (PLANNED DEVELOPMENT) ZONE

(A COMPLETE ZONE CHANGE APPLICATION MUST BE SUBMITTED A MINIMUM OF 3 WEEKS PRIOR TO THE NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING)

Development/Project Name ESTANCIA RESORT
*(Project name **must be** previously approved by the Washington County Recorder & City Planning Department)*
Developer/Property Owner ESTANCIA RESORT DEVELOPMENT Phone No. 435-705-4474
Contact Person/Representative DAVE NASAL Phone No. 435-705-4474
Licensed Surveyor MIKE PURDY Phone No. 435-619-5528

PD ZONE CHANGE PROCEDURE

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

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

Step #2 Document Submission Checklist*

Legal Description Documents:

*Submit the following documents: (These documents **must** be prepared by a licensed surveyor)*

1. Described bearings on all documents must be rotated to HCN;
2. Legal description prepared on 8-1/2" x 11" sheet and signed by a licensed Surveyor;
3. Minimum size 8-1/2" x 11" graphical representation of Survey Boundary;
4. Legal description and Surveyed Site Plan (Record of Survey) drawing in DWG format on a CD for the GIS Department;
5. 24"x36" Surveyed Site Plan (Record of Survey) drawing sheet(s) for meeting exhibit

Other Submission Documents:

6. ✓ This Zone Change application form completed and signed;
7. ✓ Appropriate** **Filing Fee: $500 (filing fee and 1st acre) + $50.00 per acre for 2-100 acre and $25 per acre 101-500 and $10.00 per acre 501-plus**
8. ✓ County ownership plat with boundary of zone change outlined;
9. ✓ List of property owners within 500' and **two sets** of mailing labels;
10. ✓ **Colored** Site Plan & Landscape Plan – minimum size 24" x 36";
11. ✓ Building elevation(s) – **Colored** renderings, all four building sides;
12. **Board mounted** materials and color samples (i.e. roof tile samples, stucco samples, stone samples, and paint color swatches, etc.);
13. ✓ For buildings over 35' ft in height also provide a **colored photo simulation;**

14. ✓ 8-1/2" x 11" reduction of the site plan, landscape plan, and building elevations;
15. ✓ Written text (as outlined in Zoning Ordinance Chapter 8, Section 10-8-4);
16. ✓ CD with the above images in JPEG, BMP or TIFF format and the written text in PDF format

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

****Note:** ***There is NO FEE for acreage rezoned to Open Space***

Step #3 Planning Commission and City Council Hearings

Planning Commission usually meets the 2nd and 4th Tuesday of the month at 5:00 p.m. All applications, the legal description and surveyed site plan drawing (Record of Survey) must be complete and submitted at least 3 weeks prior to the meeting. Incomplete or inaccurate applications **will not** be accepted or scheduled. City Council sets a public hearing date after a recommendation for approval from the Planning Commission, and then there is a 14-day advertising period prior to the public hearing.

Hearing Dates:

Planning Commission_____
City Council Set Date_____
City Council Hearing Date_____
Council Action_____

Filing Fee: $500 (filing fee and 1st acre) + $50.00 per acre for 2-100 acre and $25 per acre 101-500 and $10.00 per acre 501-plus - NO FEE for acreage rezoned to Open Space

---

IV. COMMENTS

1. Please be aware that, if determined necessary by City staff, Planning Commission and the St. George City Council, additional information and/or special studies may be required to review the project. These may include, but not be limited to: Additional Color Renderings, Photo simulations, Computer fly-bys, Site Section Cuts, Color 'Bird's Eye' renderings, and additional color swatches and building materials.

   _____

   _____

2. Until the following information is submitted, your application will be considered incomplete:

   _____

   _____

3. Required site improvements such as pavement for parking areas, curb and gutter, privacy walls, landscaping, storm drain facilities, and all other improvements required under City Ordinance shall be completed prior to

the issuance of a certificate of occupancy or approval for permanent electric power service. In the event such improvements cannot be completed prior to receiving permanent or a certificate due to weather conditions or other unusual circumstances, a financial guarantee in the form of a cashiers check, bond, escrow, or other financial guarantee acceptable to the City attorney shall be provided to the City guaranteeing that such improvements will be fully completed within ninety (90) days of the issuance of permanent power and/or a certificate of occupancy.

V. APPLICANT AGREEMENT

We the undersigned applicant(s) ESTANCIA RESORT DEVELOPMENT LLC

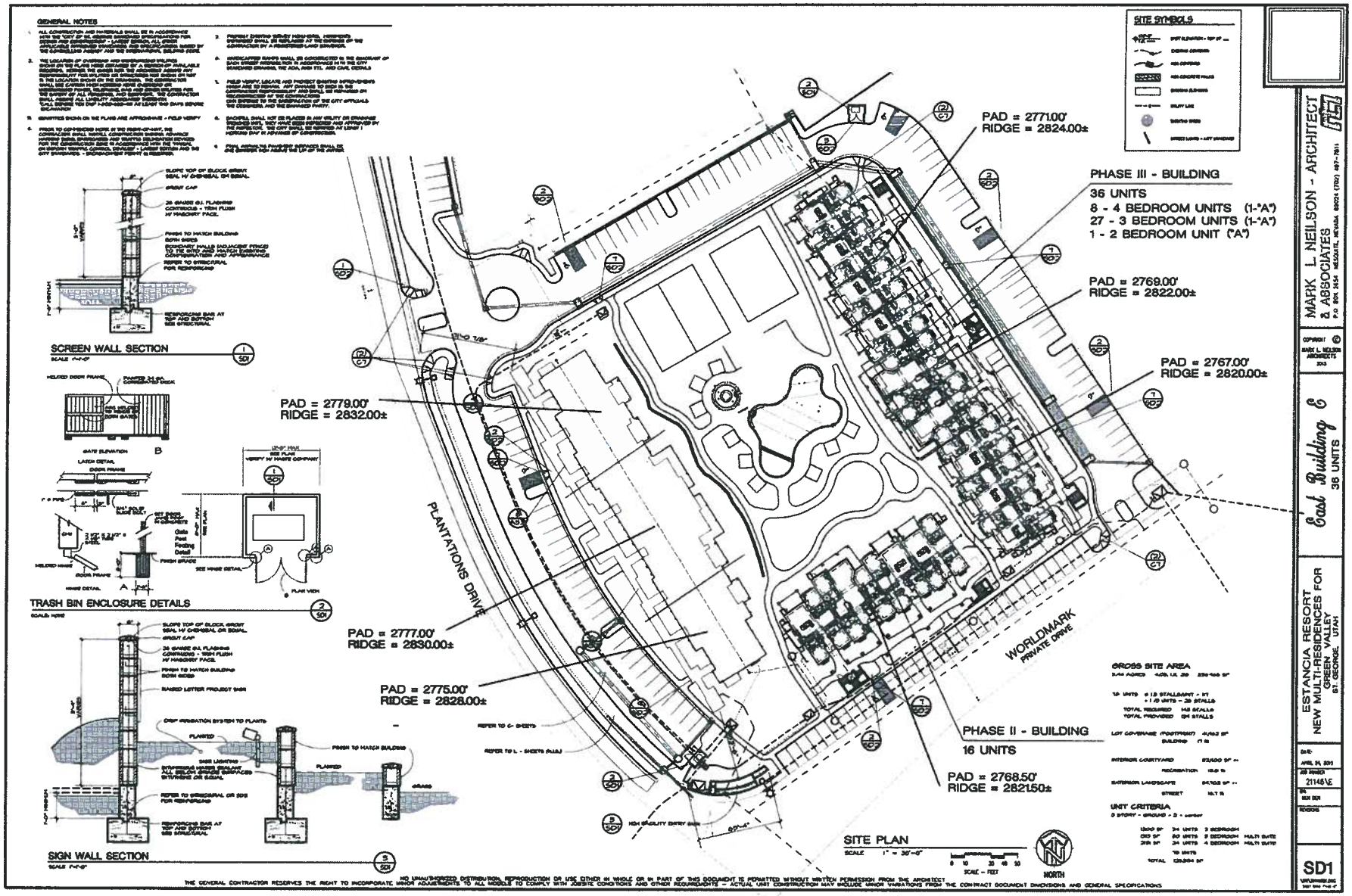
(is)(are) the owner(s) _____

or (agent) of the following legally described property and **request the zone change as described above.** (Exact legal description and surveyed site plan (Record of Survey) drawing prepared and stamped by licensed surveyor, and/or property ownership plat must accompany application and must be attached hereto **along with the legal description and the surveyed site plan (Record of Survey) drawing in DWG format on CD.**) The legal description, if separated from the surveyed site plan (Record of Survey) drawing, must be stamped, signed, and dated, and have a firm name or surveyor's name address and phone number. **Note:** Surveyed Site Plan (Record of Survey) drawing and legal description shall comply with the pertinent subdivision Final Plat Checklist requirements.

Signature	2513 S 2260 E ST GEORGE UT 84790 Address
Signature	1091 N VENTANA DRIVE WASHINGTON, UT 84780 Address
Signature	748 W MORBY ST ST GEORGE, UT 84780 Address
Signature	Address
Signature	Address

Attach additional sheets if necessary for additional owners.

Z:\Common\Zone Changes\Zone Change Applications\PD Zone Change Application_REV-05-10-2012.doc

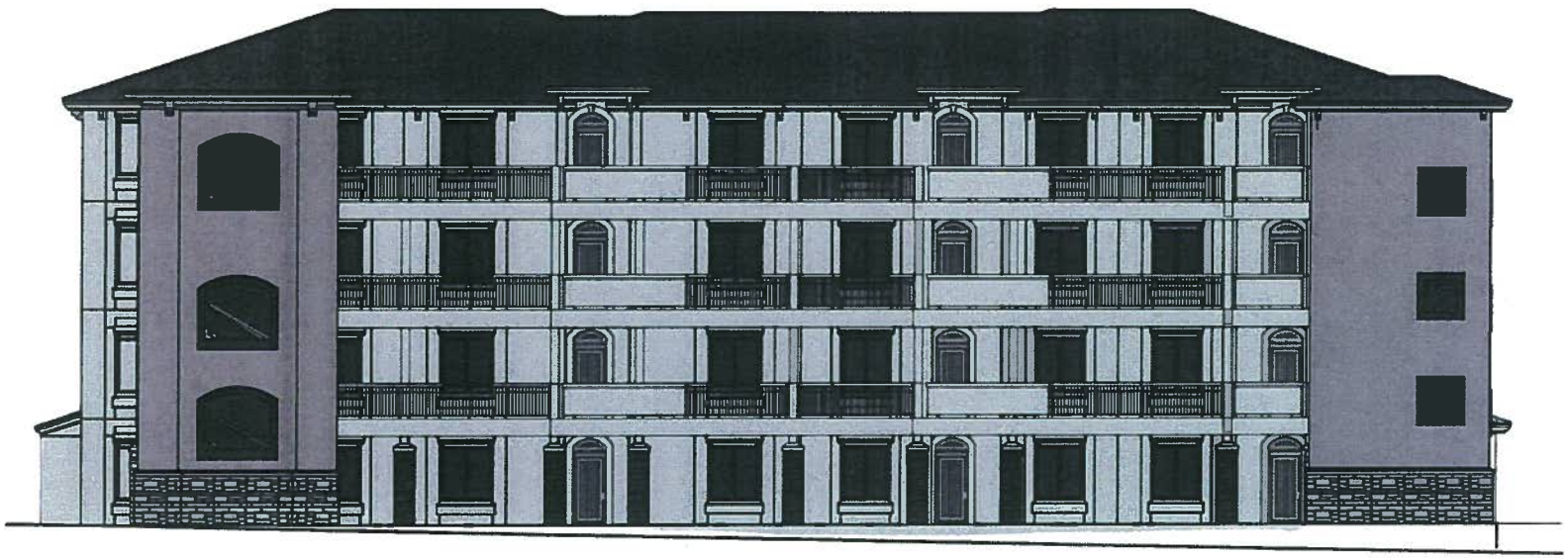

GENERAL NOTES
SITE SYMBOLS
SCREEN WALL SECTION
TRASH BIN ENCLOSURE DETAILS
SIGN WALL SECTION
PAD = 2771.00'
RIDGE = 2824.00±
PHASE III - BUILDING
36 UNITS
8 - 4 BEDROOM UNITS (1-"A")
27 - 3 BEDROOM UNITS (1-"A")
1 - 2 BEDROOM UNIT ("A")
PAD = 2769.00'
RIDGE = 2822.00±
PAD = 2767.00'
RIDGE = 2820.00±
PAD = 2779.00'
RIDGE = 2832.00±
PLANTATIONS DRIVE
PAD = 2777.00'
RIDGE = 2830.00±
PAD = 2775.00'
RIDGE = 2828.00±
WORLDMARK
PRIVATE DRIVE
PHASE II - BUILDING
16 UNITS
PAD = 2768.50'
RIDGE = 2821.50±
GROSS SITE AREA
UNIT CRITERIA
SITE PLAN
SCALE 1" = 30'-0"
NORTH
MARK L. NEILSON - ARCHITECT & ASSOCIATES
East Building C
36 UNITS
ESTANCIA RESORT
NEW MULTI-RESIDENCES FOR
GREEN VALLEY
ST. GEORGE, UTAH
SD1

SC

ESTANCIA RESORT
NEW MULTI-RESIDENCES FOR
GREEN VALLEY
ST. GEORGE, UTAH

Concept Plans

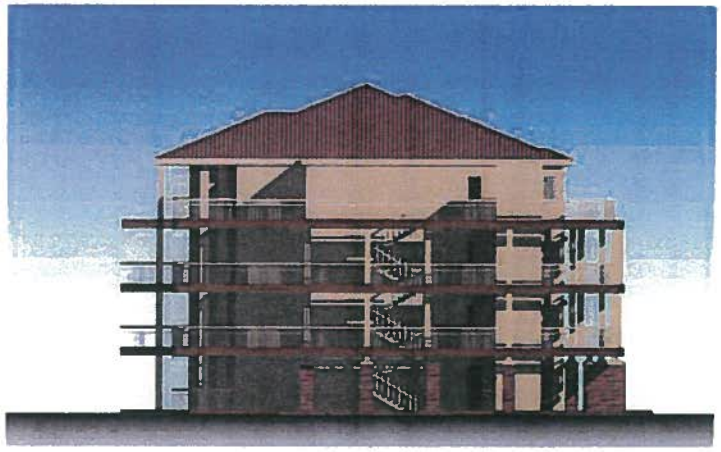
MARK L. NEILSON - ARCHITECT
& ASSOCIATES

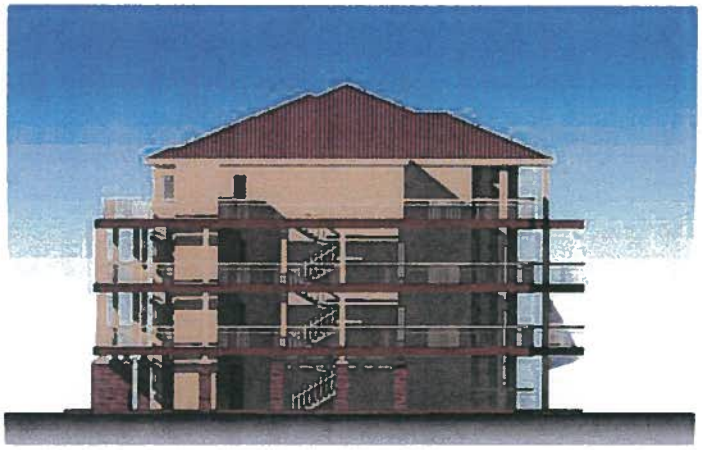


SOUTH BUILDING CONCEPT ELEVATION

SCALE 1" = 10'-0"

16 UNIT PHASE II





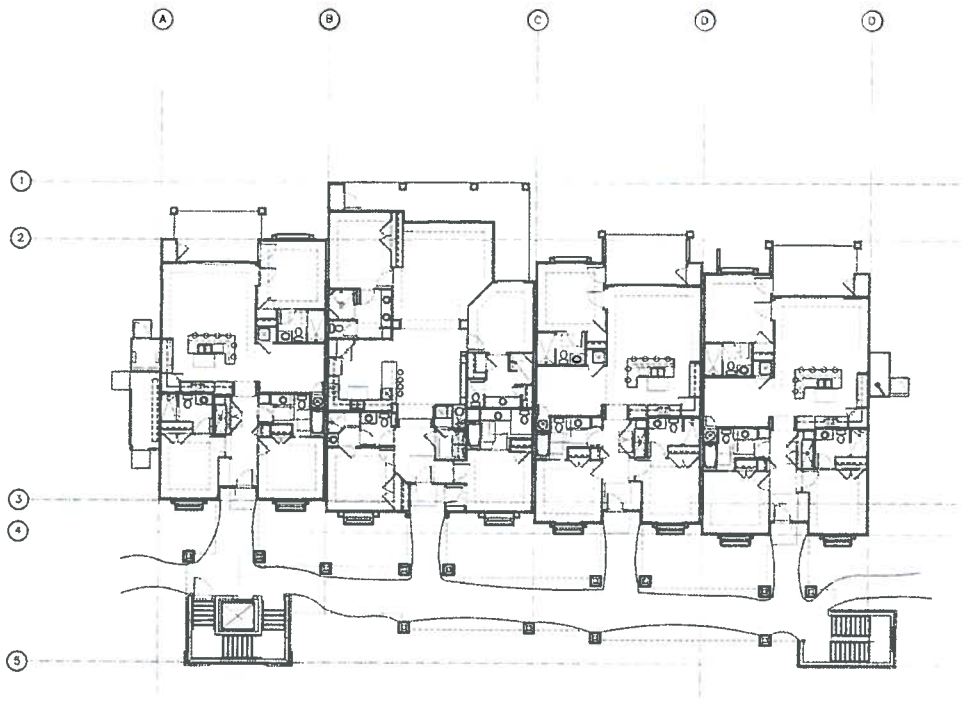
16 UNIT PHASE II

MARK L NEILSON - ARCHITECT
& ASSOCIATES

Concept Plans

ESTANCIA RESORT
NEW MULTI-RESIDENCES FOR
GREEN VALLEY
ST GEORGE, UTAH

B



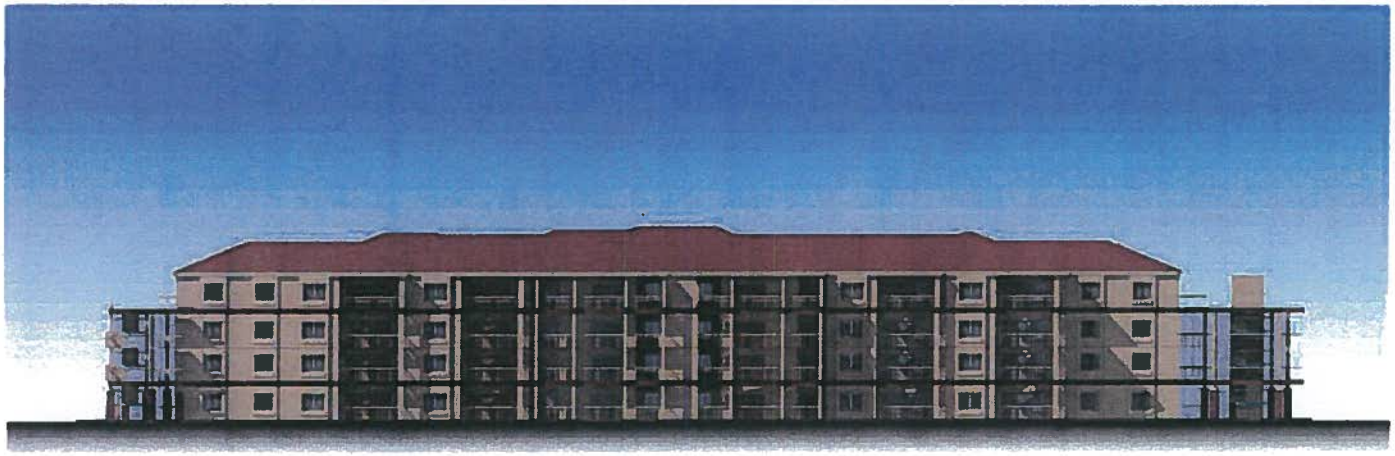
MAIN FLOOR PLAN GROUND FLOOR

SCALE 1" = 10'-0"

SCALE - FEET 0 5 10 15

FLOOR 6,708 x 4 = 26,832 SQ. FT.
UTILITY 156 SQ. FT.

WEST (STREET) ELEVATION



REAR (EAST) ELEVATION

36 UNIT PHASE III

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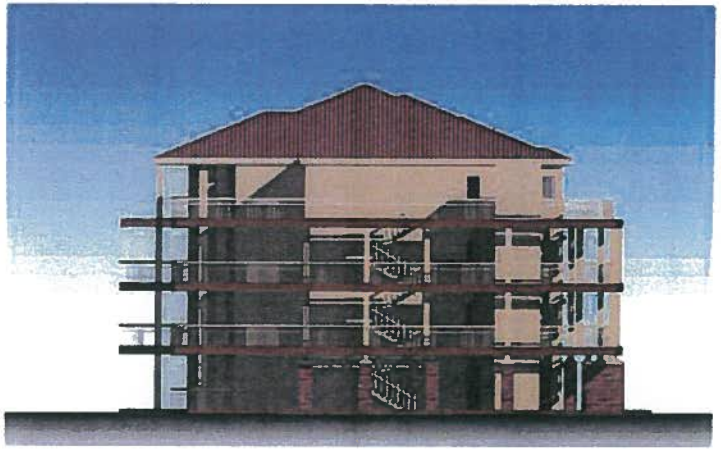
THE GENERAL CONTRACTOR RESERVES THE RIGHT TO INCORPORATE MINOR ADJUSTMENTS TO ALL MODELS TO COMPLY WITH SITE CONDITIONS AND OTHER REQUIREMENTS - ACTUAL UNIT CONSTRUCTION MAY INCLUDE MINOR VARIATIONS FROM THE CONTRACT DOCUMENTS: DRAWINGS AND GENERAL SPECIFICATIONS

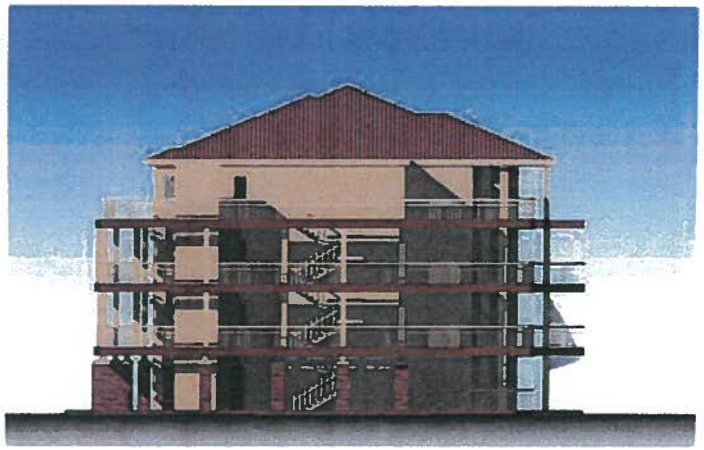
MARK L NEILSON - ARCHITECT
& ASSOCIATES

Concept Plans

ESTANCIA RESORT
NEW MULTI-RESIDENCES FOR
GREEN VALLEY
ST. GEORGE, UTAH

A





36 UNIT PHASE III

MARK L NEILSON - ARCHITECT
& ASSOCIATES

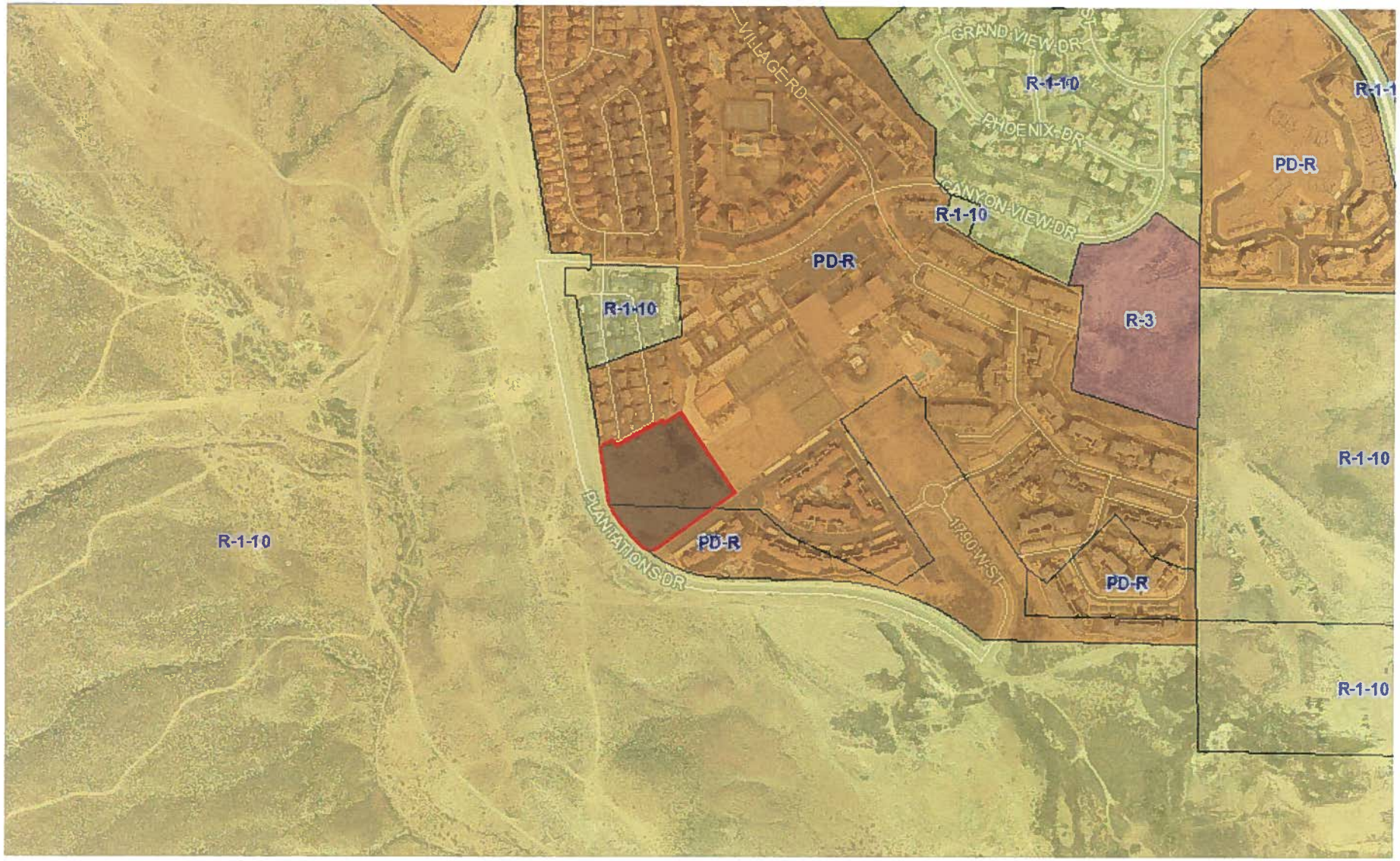
Concept Plans

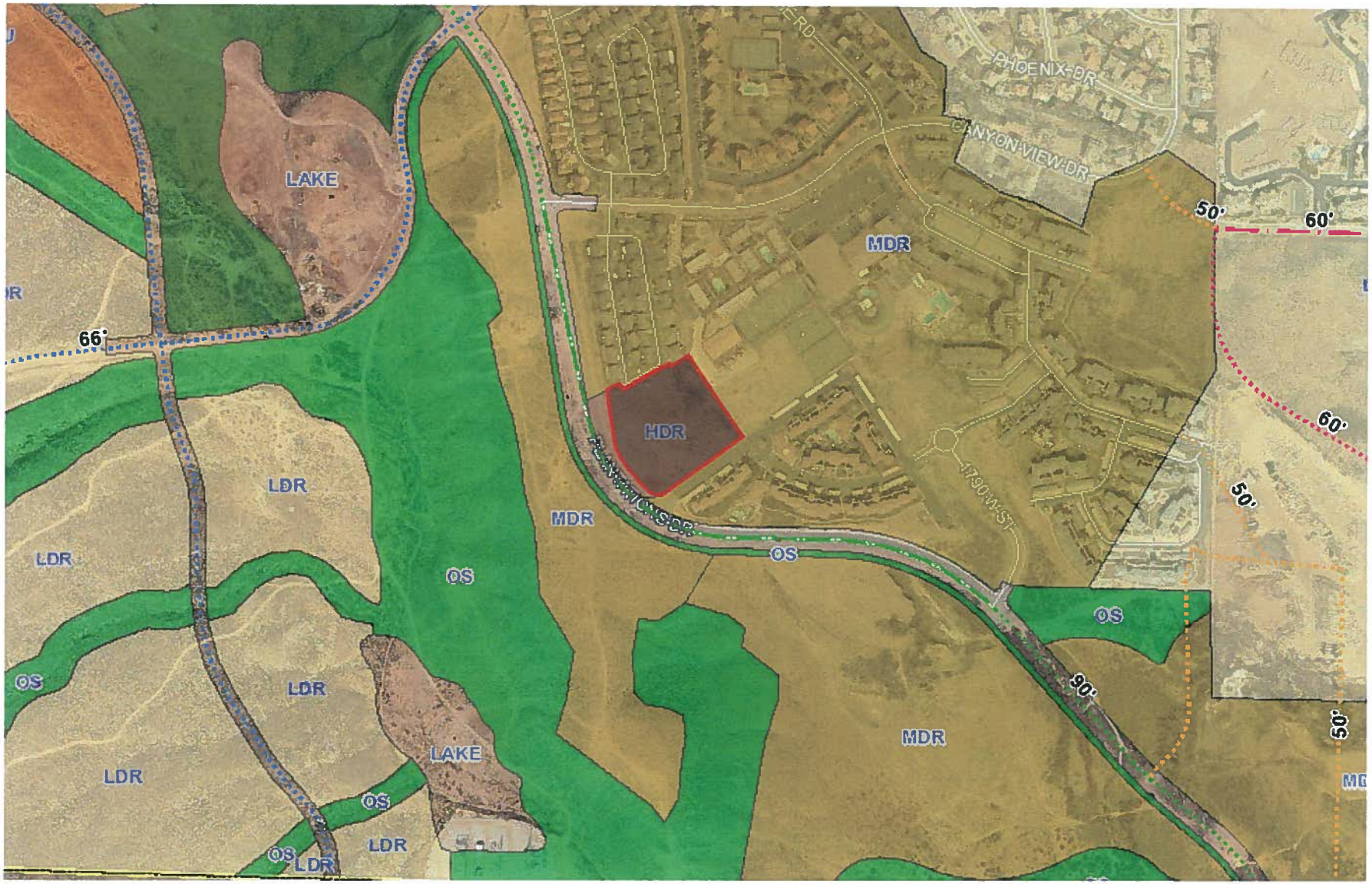
ESTANCIA RESORT
NEW MULTI-RESIDENCES FOR
CORAL VALLEY
ST. GEORGE, UTAH

2146

B

DIXIE DR
GRANDVIEW DR
PHOENIX DR
CANYON VIEW DR
VILLAGE RD
1930 W ST
PLANTATIONS DR


VILLAGE RD
GRAND VIEW DR
R-1-10
PHOENIX DR
CANYON VIEW DR
R-1-10
PD-R
R-1-10
R-3
PD-R
R-1-10
R-1-10
PLANTATIONS DR
PD-R
1790 W ST
PD-R
R-1-10
R-1-10



LAKE
66'
LDR
LDR
OS
MDR
HDR
OS
MDR
OS
OS
LDR
LAKE
LDR
OS
LDR
OS
LDR
MDR
PHOENIX DR
CANYON VIEW DR
1790 W ST
50'
60'
60'
50'
90'
50'

ESTANCIA DEVELOPMENT CONCEPTUAL LANDSCAPE PLAN

N.T.S.

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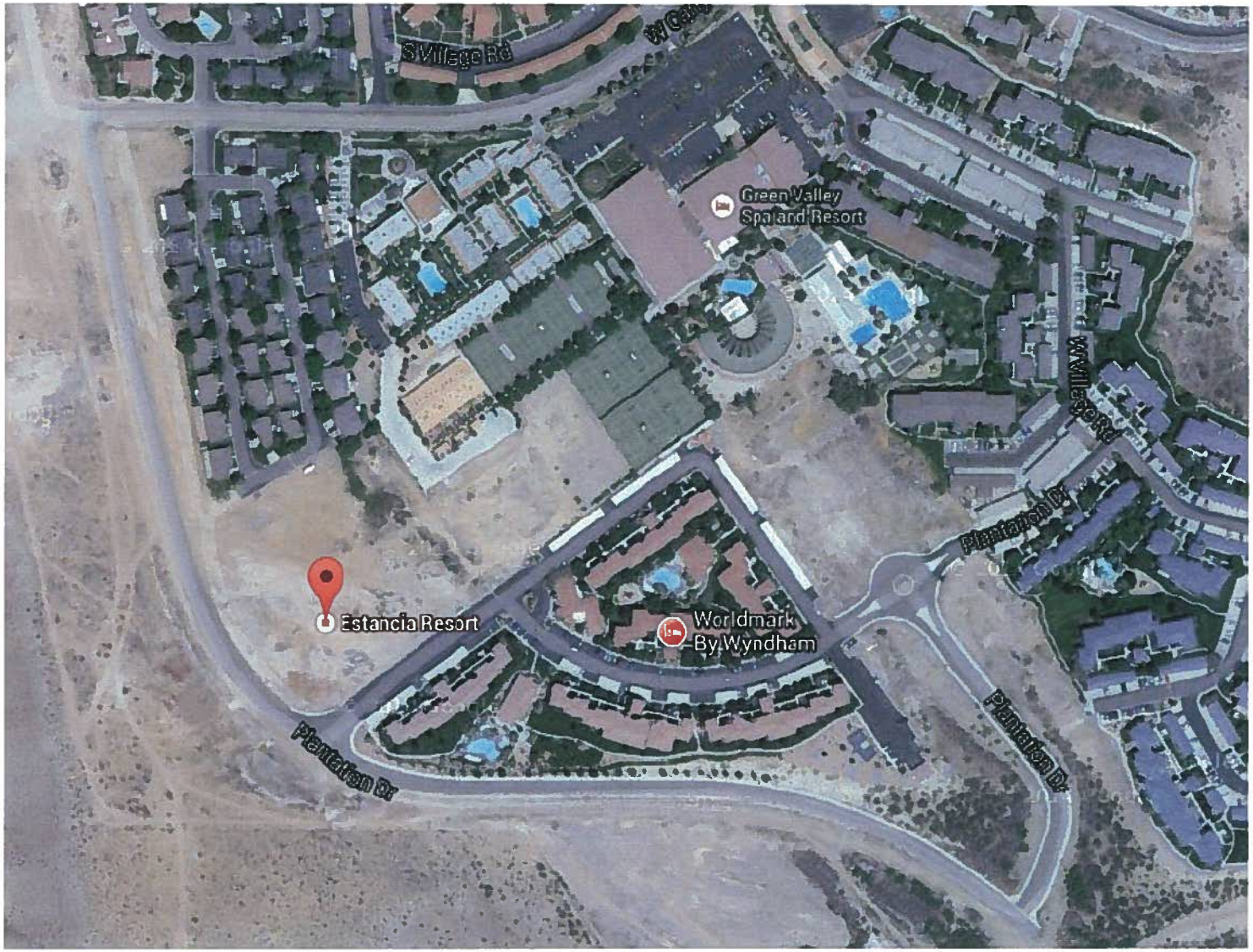
THE GENERAL CONTRACTOR RESERVES THE RIGHT TO INCORPORATE MINOR ADJUSTMENTS TO ALL MODELS TO COMPLY WITH JOBSITE CONDITIONS AND OTHER REQUIREMENTS — ACTUAL UNIT CONSTRUCTION MAY INCLUDE MINOR VARIATIONS FROM THE CONTRACT DOCUMENT DIMENSIONS AND GENERAL SPECIFICATIONS

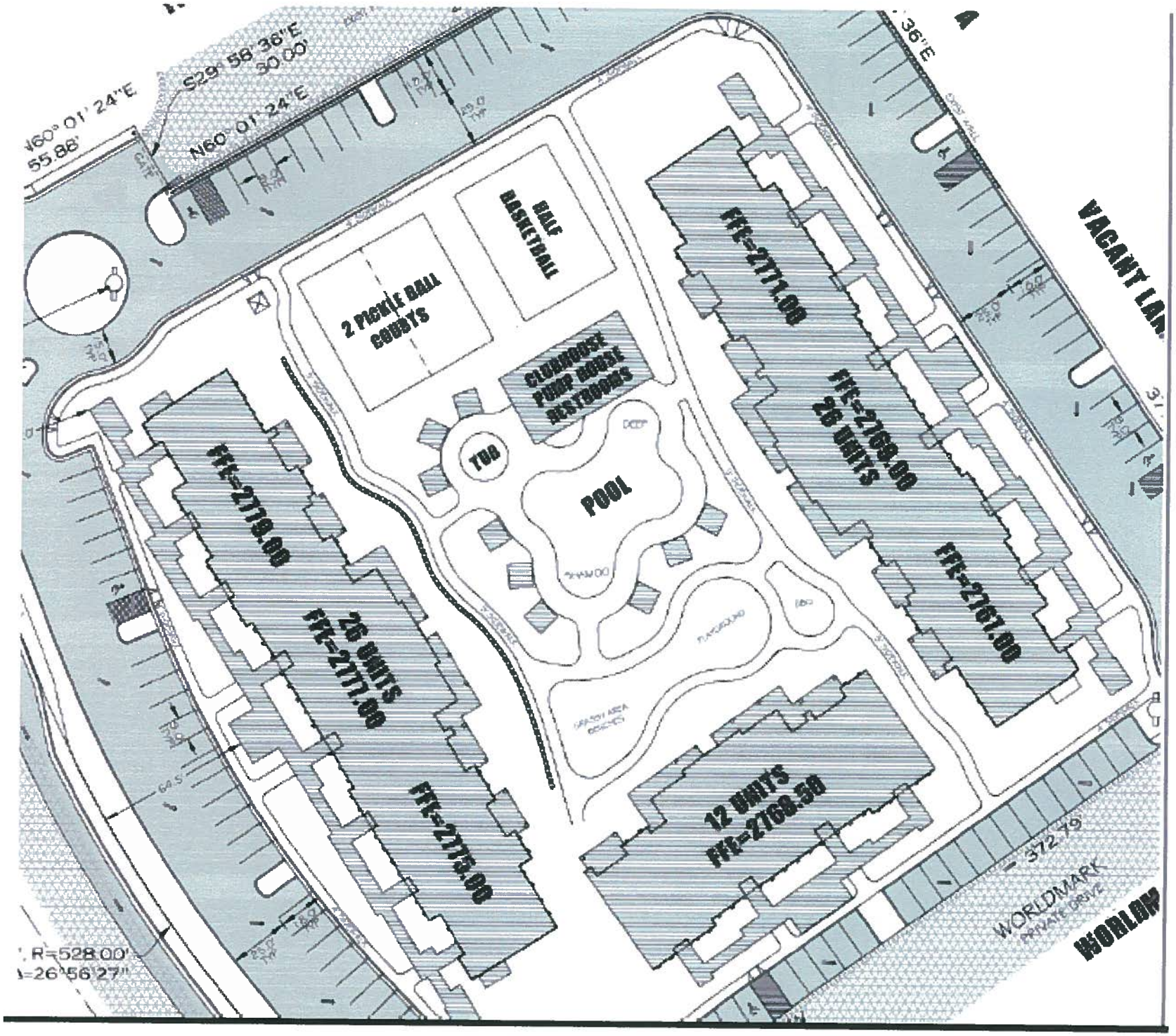
FOR SALE

Applicant Presentation

2015-ZCA-014

Estancia


S Village Rd
Green Valley
Spa and Resort
W Willow Rd
Plantation Dr
Estancia Resort
Worldmark
By Wyndham
Plantation Dr
Plantation Dr



S29° 58' 36"E
30.00'
N60° 01' 24"E
55.88'
N60° 01' 24"E
HALF BASKETBALL
2 PICKLE BALL COURTS
CLUBHOUSE PUMP HOUSE RESTROOMS
TUB
POOL
FFE=2771.00
FFE=2769.00
26 UNITS
FFE=2767.00
FFE=2779.00
26 UNITS
FFE=2777.00
FFE=2775.00
12 UNITS
FFE=2768.50
VACANT LAN
372.79
WORLDMARK
PRIVATE DRIVE
WORLDM
R=528.00'
=26°56'27"

PARKING
PARKING
PARKING
POOL
PARKING
PARKING
PARKING

Rental Rates

2 Bedroom- $139-199

3 Bedroom- $199-299

4 Bedroom- $275-399

*Projections, not based on actual financials

Contact Information

www.estanciaresort.com

Floorplans
Reservation Agreement
Contact Information
Dave Nasal 435-705-4474

ORDINANCE NO._____

AN ORDINANCE AMENDING THE PD COMMERCIAL ZONE FOR ESTANCIA CONDOMINIUMS AT GREEN VALLEY LOCATED AT APPROXIMATELY 1151 SOUTH PLANTATIONS DRIVE ON 5.7 ACRES

WHEREAS, the property owner has requested a zone change amendment to the PD-R (Planned Development Residential) zone on 5.7 acres to develop a four story condominium project; and

WHEREAS, the City Council held a public hearing on this request on June 18, 2015; and

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

WHEREAS, the City Council has determined that the requested amendment to the previously approved PD-R Zone 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 on 5.7 acres located at 1151 South Plantations Drive, specifically described on the attached property description, Exhibit "A".

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 18th day of June, 2015.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

LEGAL DESCRIPTIONS FOR ESTANCIA 05-04-2015

ESTANCIA PHASE 1 DESCRIPTION

BEGINNING AT A POINT BEING N00°48'55"E 482.46 FEET ALONG THE SECTION LINE AND WEST 520.99 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING BEING ON A NON-TANGENT 490.62 FOOT RADIUS CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°46'23"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 11.30 FEET THOUGH A CENTRAL ANGLE OF 1°19'11"; THENCE S54°18'13"W 372.79 FEET TO THE POINT OF CURVATURE OF A 72.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE 46.08 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°25'01" TO A POINT ON A 531.47 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT . WHOSE RADIUS POINT BEARS N37°15'47"E; THENCE 8.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°56'48" TO A POINT ON A 67.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N7°02'10"E ; THENCE 40.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°30'48" TO THE POINT OF COMPOUND CURVATURE OF A 528.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 248.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°56'27"; THENCE N21°30'35"W 121.68 FEET; THENCE N13°15'15"W 413.88 FEET TO THE POINT OF CURVATURE OF A 460.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 29.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°40'05"; THENCE N9°35'08"W 335.35 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 34.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 97°41'49" TO THE POINT OF COMPOUND CURVATURE OF A 477.74 FOOT RADIUS CURVE; THENCE 28.60 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°25'47"; THENCE S88°08'36"E 111.54 FEET; THENCE S1°54'52"W 110.07 FEET; THENCE N88°05'08"W 61.50 FEET; THENCE S9°35'49"E 605.38 FEET; THENCE N60°01'24"E 55.88 FEET; THENCE S29°58'36"E 30.00 FEET; THENCE N60°01'24"E 210.66 FEET; THENCE S34°14'36"E 14.89 FEET; THENCE N55°45'24"E 78.00 FEET; THENCE S34°14'36"E 377.17 FEET; THENCE S55°46'23"W 0.89 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.701 ACRES

LESS AND EXCEPTING THE FOLLOWING THREE PARCELS;

L&E PARCEL #1: (FUTURE PHASE #2)

BEGINNING AT A POINT BEING N00°48'55"E 261.01 FEET AND WEST 806.66 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND

DRAFT

Agenda Item Number : 3E

Request For Council Action

Date Submitted	2015-06-04 17:36:54
Applicant	City of St. George
Quick Title	Public Hearing to Approve Amendments to FY2014-15 Budget
Subject	Public Hearing to accompany the Resolution to Approve Amendments to the Fiscal Year 2014-15 budget.
Discussion	
Cost	$0.00
City Manager Recommendation	Required public hearing for proposed adjustments to the current 2014-2015 fiscal budget.
Action Taken	
Requested by	Deanna Brklacich
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2014-15
June 18, 2015

GENERAL FUND ADJUSTMENTS

1	10-4570-7400	Electric Theater - Equipment	47,000	
	10-4810-9100	Transfers to Other Funds		47,000
	40-38200	Capital Projects Fund - Transfers from Other Funds	47,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		47,000

To budget for lobby area and office furnishings, computers, copy machine, dance studio furnishings, classroom furnishings, etc. for the Electric Theater.

2	10-4652-1100	Economic & Housing Development - Full-Time Salaries & Wages	7,500	
	10-4652-2400	Economic & Housing Development - Office Supplies	6,500	
	10-4652-7400	Economic & Housing Development - Equipment	2,000	
	10-4810-9100	Transfers to Other Funds		16,000
	40-38200	Capital Projects Fund - Transfers from Other Funds	16,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		16,000

To increase dept. budget for reorganization cost, relocation of Business Licensing staff to the Planning & Zoning office area, and to purchase a new cash-receipting workstation .

3	10-4653-1100	Development Services	29,000	
	10-4810-9100	Transfers to Other Funds		29,000
	40-38200	Capital Projects Fund - Transfers from Other Funds	29,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		29,000

To budget for the unforeseen and unbudgeted retirements of three employees during the fiscal year in the Development Services division.

4	10-4810-9100	Transfers to Other Funds	500,000	
	10-31300	General Sales Tax Revenues		500,000
	40-38800	Capital Projects Fund - Appropriated Fund Balance	500,000	
	40-38200	Capital Projects Fund - Transfers from Other Funds		500,000

To adjust budget to the anticipated Sales Tax revenues by the end of the fiscal year.

OTHER FUNDS

5	44-4400-7882	Park Impact Funds - St. James Trailhead	35,000	
	44-34350	Park Impact Funds - Impact Fee Revenues		35,000

To increase the St. James Trailhead projects budget for costs to bore the irrigation line under the Fort Pearce Wash instead of connecting to the pedestrian bridge.

6	88-8800-8100	Replacement Airport - Principle on Bonds	744,311	
	88-8800-8200	Replacement Airport - Interest on Bonds	18,353	
	88-38800	Replacement Airport - Appropriated Fund Balance		762,664

To budget for advance-paying the scheduled January 2016 note payment to SITLA in the current fiscal year instead of in FY16 to accelerate the LOI grant proceeds and save interest.

7	51-5118-9200	Water Fund - Unbilled Utility Services	185,000	
	51-38200	Water Fund - Transfers from Other Funds		185,000
	53-5316-9100	Electric Fund - Transfers to Other Funds	185,000	
	53-37540	Electric Fund - Sales to Governmental Units		185,000

To increase the Water Fund's estimated unbilled electric services provided by the Energy Services Dept. due to increased water distribution through the City's wells and pumps.

8	90-9000-7220	2010 Flood Fund - Virgin River Re-Vegetation Projects	17,000	
	90-33122	2010 Flood Fund - FEMA Reimb.		17,000

To budget for design/engineering fees for the Virgin River Re-vegetation projects and the Federal funding related to the projects which meet the small project advance funding threshhold.

DRAFT

Agenda Item Number : 3F

Request For Council Action

Date Submitted	2015-06-04 17:56:53
Applicant	City of St. George
Quick Title	Public Hearing for Fiscal Year 2015-16 Budget
Subject	Public Hearing to receive public input before formally adopting the FY2015-16 budget and also to take comments from utility customers regarding unbilled water and electric utility services to other City funds.
Discussion	State Law requires the City to take public input in at least one public hearing regarding the proposed budget and also concerning the amount of water and electric utility services provided, yet not billed, to other City-owned facilities such as parks, right of way, water pumps and wells, etc. The unbilled utility services notice was mailed to all utility customers on June 10, 2015 and is attached. This is a common practice for municipalities however the notice informs the citizens as to the amounts included in the annual budget. The net effect on the average monthly bill is $1.54 per customer.
Cost	$0.00
City Manager Recommendation	Public hearing to consider the adoption of the 2015-2016 fiscal budget. This hearing will also be for the unbilled services provided by our enterprise funds to other funds. Electric to Water and the General Fund etc. Similar to last year. Some other adjustments to the recommended budget will be explained by Dee.
Action Taken	
Requested by	Deanna Brklacich
File Attachments	FY16 Unbilled Utility Services Notice (final 6_8_15).pdf

Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	FY16 Unbilled Utility Services Notice (final 6_8_15).pdf

PUBLIC NOTICE TO CITY OF ST. GEORGE UTILITY CUSTOMERS

For a number of years, the City of St. George has followed a practice of not billing itself for a portion of water and electric services provided to city facilities. Examples of services not billed include services from the Water Fund and Energy Fund for water and power for General Fund facilities, such as for city parks, right-of-ways, and landscapes at city facilities. Other services not billed are for electricity provided by the Energy Fund to the Water Fund for pumps used to distribute water to our citizens. The costs for these services are included in the costs for all electricity and water users and therefore are used to calculate the water and electric utility rates.

This is a common practice for municipalities and in 2014, a State law was passed requiring municipalities to be more transparent of this fact to utility customers by way of notification. This notice explains there are certain unpaid services and informs City of St. George utility customers of a public hearing to take input on this practice.

The total amount of unbilled services for the fiscal year ending June 30, 2016, is estimated to be approximately $545,000 for water and $841,000 for electricity. Of the unbilled water, 78% is for city parks and landscape strips which are not currently able to connect to irrigation or reuse water. Of the unbilled electricity, 88% is to provide power to city wells and pump stations used by the water department to distribute water to customers.

This notice is for informational purposes only and <u>does not propose an increase in the water or electric rates</u>. The costs indicated in this notice are already included in the rates utility customers are currently paying. The amount which each utility customer pays in their bill for the net transfer of water and electric services is estimated to be an average of $1.54 per month.

Unbilled utility services will be discussed as part of the proposed 2015-2016 fiscal budget hearing scheduled for Thursday, June 18, 2015 at 5:30 pm in the St. George City Council Chambers located at 175 East 200 North. St. George City utility customers are encouraged to attend the public hearing or you may contact the following individuals should you have additional questions regarding this notice:

Tiffany LaJoice, Finance Manager	435-627-4702
Susan Lewis, City Accountant	435-627-4703
Deanna Brklacich, Administrative Services Director	435-627-4004

DRAFT

Agenda Item Number : 3G

Request For Council Action

Date Submitted	2015-05-26 15:07:54
Applicant	City of St. George
Quick Title	Public Hearing and Ord for Amendment of Off Premises Signs
Subject	Consider a code regulation amendment to amend sections pertaining to off premises signs in Title 9 Buildings and Construction, Chapter 13 Signs and Displays.
Discussion	Currently, the sign code regarding conversion of static off-premises signs to electronic message signs does not address several potential issues. The changing of digital faces may have an impact on residential. Therefore, a distance requirement is being proposed, in order to mitigate those impacts. Additionally, several other clean up items are being proposed to address the conversion to digital.
Cost	$0.00
City Manager Recommendation	Addresses electronic signs and their proximity to residential zones.
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

DRAFT

Agenda Item Number : 4A

Request For Council Action

Date Submitted	2015-06-10 15:20:28
Applicant	Robert Stoker
Quick Title	Order Prohibiting Fireworks in Designated Areas of the city
Subject	This is an order prohibiting fireworks in designated areas of the city. we have done similar orders the past several years.
Discussion	The city has the oordinance in place, however we must bring an updated order to city council and have it approved each year. This order will prohibit the use iof fireworks in areas of the city that are of extra hazard such as dry washes, hillsides etc.
Cost	$0.00
City Manager Recommendation	Similar to last year to deal with the problems with fireworks and potential fire hazard areas in the City. Recommend approval.
Action Taken	
Requested by	Robert Stoker
File Attachments	ORDER PROHIBITING FIREWORKS IN DESIGNATED AREAS 2015.docx

Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	ORDER PROHIBITING FIREWORKS IN DESIGNATED AREAS 2015.docx

CITY OF ST. GEORGE

ORDINANCE NO. _____

AN ORDINANCE PROHIBITING THE IGNITION, DETONATION, OR USE OF FIREWORKS OR OTHER IGNITION SOURCES IN DESIGNATED AREAS OF THE CITY.

WHEREAS, City of St. George (the "City") is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the City has legal authority, pursuant to Title 53, Chapter 7, Utah Code Annotated, as amended ("Utah Fire Prevention and Safety Act" or "Act"), to prohibit the ignition or use of any ignition source, including fireworks, lighters, matches, sky lanterns, and smoking materials in certain areas of the City when hazardous environmental conditions exist; and

WHEREAS, the City Fire Chief has determined that hazardous environmental conditions exist that necessitate controlling the use of fireworks and ignition sources due to the extremely dry conditions and the presence of dry weeds and other vegetation which has greatly enhanced the danger of fire and creating a high risk of fire in certain areas of the City; and

WHEREAS, the aforementioned hazardous conditions are expected to remain throughout the month of July, including those dates when the discharge and ignition of fireworks is allowed under Utah law; and

WHEREAS, the City Council, upon recommendation and information provided by the City Fire Chief has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to prohibit the ignition or use of fireworks or other ignition sources, including lighters, matches, sky lanterns, and smoking materials in certain areas of the City.

NOW THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF ST. GEORGE, UTAH AS FOLLOWS:

SECTION 1. Enactment

This ordinance is enacted as an addition to city code 5-3-7 and prohibits the ignition or use of fireworks or other ignition sources, including lighters, matches, sky lanterns, and smoking materials from July 1, 2015, to July 31, 2015 as follows:

B. Sale, Discharge and Possession of Certain Fireworks Restricted:

3. No person may detonate, ignite, or in any way use Fireworks or other ignition sources, including lighters, matches, sky lanterns, and smoking materials in any portion of the City designated as restricted as shown on the attached map, which map is made a part of this ordinance by this reference.

a. The lawful use of legal Fireworks as authorized by Utah law is allowed in areas of the City that are not designated as restricted under this ordinance.

b. All other City ordinances restricting the discharge, sale, or possession of Fireworks or the use of other ignition sources, including lighters, matches, sky lanterns, and smoking materials not in conflict with this ordinance shall remain in effect.

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 on the date on which it is approved by the City Council.

Adopted and Approved this ___ day of June, 2015.

City of St. George Council

By: _____
Jonathan T. Pike, Mayor

[Seal]

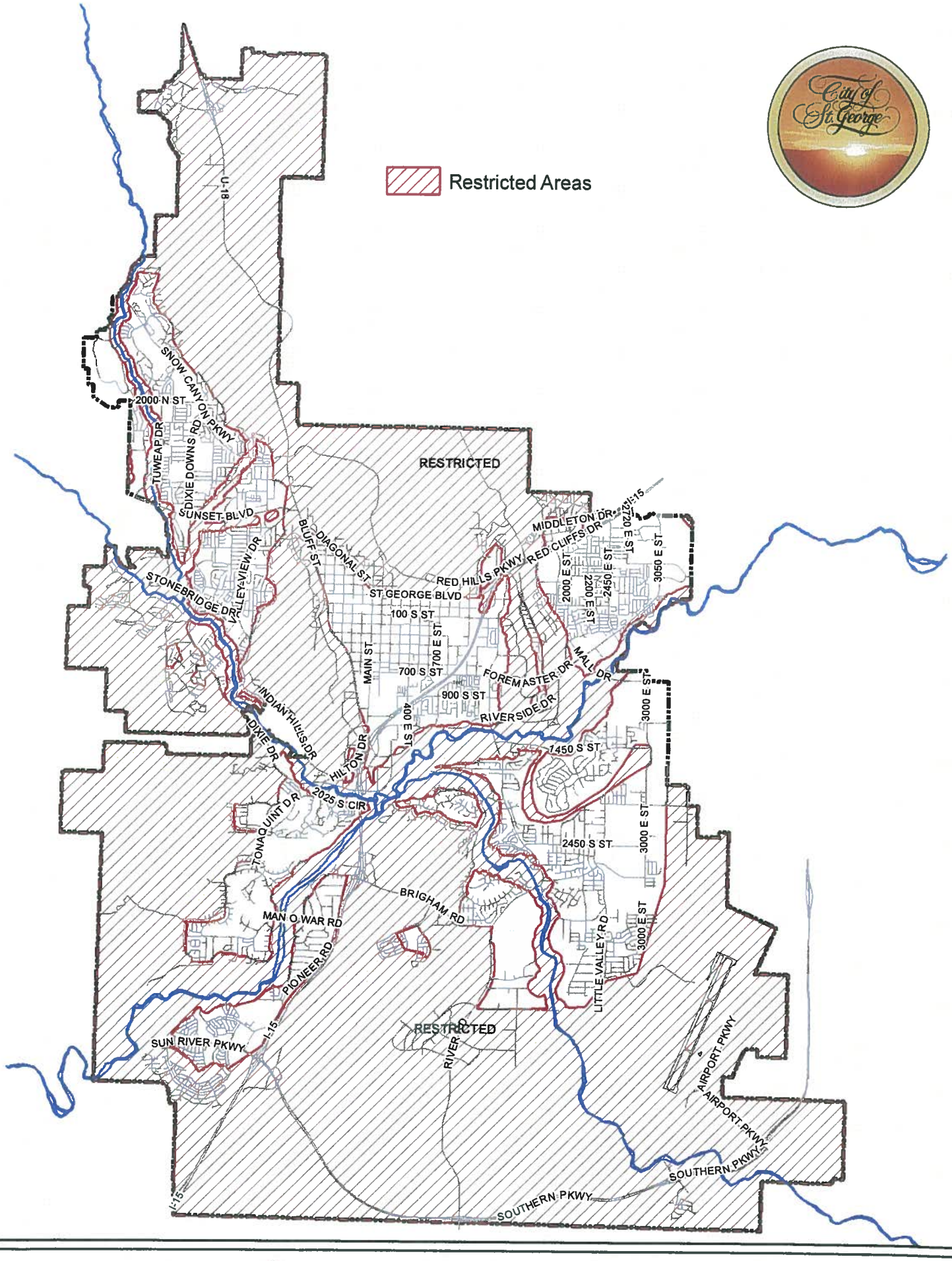
Voting:

Gil Almquist	Yea ___	Nay ___
Bette Arial	Yea ___	Nay ___
Joe Bowcutt	Yea ___	Nay ___
Jimmie Hughes	Yea ___	Nay ___
Michele Randall	Yea ___	Nay ___

Attest:

By: _____
Christina Fernandez, City Recorder
Deposited in the office of the City Recorder this ____ day of June, 2015.

Recorded this ____ day of June, 2015



Restricted Fireworks Areas 2015

For more information, visit www.sgcity.org

ORDER PROHIBITING FIREWORKS IN DESIGNATED AREAS OF THE CITY OF ST. GEORGE, WASHINGTON COUNTY, STATE OF UTAH

WHEREAS, local fire officials are authorized to enforce the state fire code, pursuant to Utah Code Annotated § 53-7-104; and

WHEREAS, pursuant to Utah Code Annotated § 15A-5-202.5(1)(c) and pursuant to St. George City Code 9-9-2, local fire officials may determine that hazardous environmental conditions necessitate controlled use of fireworks and other ignition sources and the legislative body may prohibit the use in brush-covered areas or the wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose; and

WHEREAS, the Fire Chief of the City of St. George has determined that in the City of St. George hazardous environmental conditions exist that necessitate controlling the use of ignition sources, specifically the Fire Chief finds that the extremely dry and windy conditions along with the presence of dry weeds and other vegetation which currently exist has greatly enhanced the normal danger of fire putting the area at high risk of fire. This condition is expected to remain during the month of July when fireworks are allowed by State law to be discharged; and

WHEREAS, the City Council after reviewing the information provided by the Fire Chief has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City of St. George to prohibit the use of fireworks as provided herein.

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

Section 1. Enactment. This Order is enacted as follows:

NOW, THEREFORE, YOU ARE HEREBY ORDERED to comply with the following from July 1, 2015 to July 27, 2015:

A. No person may detonate, ignite, or in any way use fireworks or other ignition sources in any portion of the City of St. George as shown on the attached map, which map is made a part of this order by this reference;

B. This Order does not prohibit the use of legal fireworks as authorized by State law from being used in areas of the City that are not restricted; and

C. A person commits a Class B misdemeanor if the person violates a prohibition established by this Order.

Section 2. 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 3. Effective Date. This Ordinance shall be in effect from July 1, 2015 to July 27, 2015.

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

DRAFT

Agenda Item Number : 5A

Request For Council Action

Date Submitted	2015-06-11 09:55:06
Applicant	Paula Houston
Quick Title	Resoluction adopting bail schedule
Subject	Resolution to adopt a bail schedule for the courts for all City criminal violations.
Discussion	The courts adopt bail schedules to set the fees for all criminal violations of the law. This fee is the amount the person is charged unless there are circumstances that justify a change in the amount. The City has the right to set the amount to be charged for violations of the city code.
Cost	$0.00
City Manager Recommendation	Recommendations from the Nuisance ordinance committee.
Action Taken	
Requested by	Paula Houston
File Attachments	Resolution Fee Sch for Criminal violations bail schedule.docx
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	Resolution Fee Sch for Criminal violations bail schedule.docx

City of St. George, Utah
Resolution No. _____

A RESOLUTION APPROVING THE BAIL SCHEDULE FOR CITY CODE VIOLATIONS

Whereas, the City of St. George has adopted codes which may be enforced as a class B misdemeanor, a class C misdemeanor and as an infraction; and

Whereas, violations of the City Code are prosecuted in the Washington County Justice Court and the court requires a bail schedule to be adopted by the City for City Codes; and

Whereas, the City Council believes the bail schedule should be the same as the general bail schedule for violations of the Utah Code Annotated and that adopting this bail schedule is in the best interest of the citizens of the City of St. George.

Now, therefore, be it resolved by the St. George City Council:

The following bail schedule is adopted:

Class B $680.00
Class C $340.00
Infractions $100.00

This resolution shall become effective immediately.

Passed and adopted by the City Council of the City of St. George, this _____ day of June, 2015.

CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor

Attest:

_____
Christina Fernandez, City Recorder

DRAFT

Agenda Item Number : 5B

Request For Council Action

Date Submitted	2015-06-10 11:29:52
Applicant	Gary Sanders
Quick Title	Recommended Fee Schedule - Electric Theater
Subject	Attached is the recommended fee schedule for the Electric Theater. This topic was introduced to the Mayor and City Council during a work session in late May, but details were yet to be finalized. There remains one fee amount to be determined. However, the recommended fee schedule will allow the staff to move forward.
Discussion	
Cost	$0.00
City Manager Recommendation	Recommend approval as discussed and presented in the recent work meeting.
Action Taken	
Requested by	Gary Sanders
File Attachments	150609 Resolution Fee Sch The Electric Theater.doc
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	150609 Resolution Fee Sch The Electric Theater.doc

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

A RESOLUTION APPROVING THE
FEE SCHEDULE TO RENT THE ELECTRIC THEATER

WHEREAS, the City is completing the construct of The Electric Theater; and

WHEREAS, The City Council is desirous of renting the Theater, Classrooms and Studio areas for community uses; and

WHEREAS, The City Council desires to charge a reasonable fee for such rentals; and

WHEREAS, the City believes that charging a fee is in the best interest of the citizens of the City of St. George as those individuals/entities who rent The Electric Theater, Classrooms and Studio areas, should cover the costs incurred by the City related to such rental;

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

The attached fee schedule, Exhibit A, is adopted and shall be used to implement the rental of The Electric Theater.

This resolution shall become effective immediately.

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

_____
Jon Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

EXHIBIT "A"

CITY OF ST. GEORGE
LEISURE SERVICES DEPARTMENT

THE ELECTRIC THEATER
RENTAL RATES

Fee Schedule as of June 9, 2015

Studio/office spaces –

Individual artist studios	$150 per month
Non-profit arts organizations	$150 per month

Gallery –

Gallery space rental	To be determined

Class rooms

City programming	No charge
Community Programs programming	No charge
Resident non-profit organization	$10 per hour
Non-resident non-profit organization	$15 per hour

Theater space

City programming	No charge
Community Programs programming	Technician Fees

Resident Non-profit programming

8-hour consecutive block – between 8:00 a.m. and 11:00 p.m.

Rehearsal	$200 per day plus tech fees
Production	$325 per day plus tech fees

$25 per hour charge for each hour exceeding the 8-hour day.

1 technician included, additional technicians as determined

Non-profit programming

8-hour consecutive block – between 8:00 a.m. and 11:00 p.m.

Rehearsal	$300 per day plus tech fees
Production	$475 per day plus tech fees

$50 per hour charge for each hour exceeding the 8-hour day.

1 technician included, additional technicians as determined

For profit programming

8-hour consecutive block – between 8:00 a.m. and 11:00 p.m.

Rehearsal	$450 per day plus tech fees
Production	$650 per day plus tech fees

$75 per hour charge for each hour exceeding the 8-hour day.
1 technician included, additional technicians as determined

Technician Fees $25 per hr.

DRAFT

Agenda Item Number : 5C

Request For Council Action

Date Submitted	2015-06-09 13:31:40
Applicant	Larry Shane - Park Manager
Quick Title	Tonaquint Cemetery Cremation Garden Fees
Subject	To establish a fee schedule for the various types of inurnment at the new Cremation Garden at Tonaquint Cemetery.
Discussion	The fees outlined in the attached document are for consideration and include rights of burial in the cremation garden only. All markers or other products such as urns, benches, etc. are to be purchased from mortuaries or other companies who produce approved products.
Cost	$0.00
City Manager Recommendation	Recommend approval.
Action Taken	
Requested by	Larry Shane - Park M
File Attachments	6-9-15 Request for Council Action - Cremation.docx
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	6-9-15 Request for Council Action - Cremation.docx

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

A RESOLUTION APPROVING A
FEE SCHEDULE FOR THE TONAQUINT CEMETERY CREMATION GARDENS

WHEREAS, the City is completing the construction of Cremation Gardens at Tonaquint Cemetery; and

WHEREAS, the City Council desires to establish a fee schedule for the various types of inurnments at the new Cremation Gardens at Tonaquint Cemetery; and

WHEREAS, the fees below are only for burial rights and space in the Cremation Garden. All approved markers or other products such as urns and benches are to be purchased from mortuaries or other companies who produce these products.

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

The following fee schedule is adopted:

Product Description	Resident	Non-Resident
Space for a Granite Tablet	$280	$365
Space for an Individual Post Marker	$305	$400
Space for a Companion Post Marker	$610	$795
Space for a Premium Individual Post Marker	$350	$455
Space for a Premium Companion Post Marker	$700	$910
Space for a Granite Bench	$920	$1195
Space in a Columbarium	$580	$755
Space for a Cremation Pedestal	$920	$1195
Tree Estate (up to 8 spaces)	$1940	$2525
Family Columbarium (up to 8 spaces)	$2240	$2915
Cremation Estate (up to 8 spaces)	$2690	$3500
Opening & Closing Fees	$180	$250

This resolution shall become effective immediately.

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

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Request for Council Action

Date Submitted June 9, 2015

Applicant Larry Shane - Park Manager

Quick Title Tonaquint Cemetery Cremation Garden Fees

Subject To establish a fee schedule for the various types of inurnment at the new Cremation Garden at Tonaquint Cemetery.

Discussion

The fees below are for rights of burial in the cremation garden only. All markers or other products such as urns, benches, etc. are to be purchased from mortuaries or other companies who produce approved products.

Consider the following recommended fees:

(*) available in phase one

Product Description	Resident	Non-Resident
Ossuary (N.A.)	$150	$150
Cenotaph (N.A.)	$165	$165
* Granite Tablets	$280	$365
* Individual Post Marker	$305	$400
* Companion Post Marker	$610	$795
* Premium Individual Post Marker	$350	$455
* Premium Companion Post Marker	$700	$910
* Cremation Bench	$920	$1195
* Columbarium (48 niches)	$580	$755
* Cremation Pedestal (BTS Custom)	$920	$1195
* Tree Estate w/pillow marker and 4 granite tablets	$1940	$2525
* Family Columbarium (BTS Custom)	$2240	$2915
* Cremation Estate w/pillow marker & 4 granite tablets, bench	$2690	$3500
* Opening & Closing Fees	$180	$250

DRAFT

Agenda Item Number : 5D

Request For Council Action

Date Submitted	2015-06-04 17:41:09
Applicant	City of St. George
Quick Title	Resolution to Approve Amendments to Fiscal Year 2014-15 Budget
Subject	Resolution and Public Hearing to review and approve requested budget openings to the Fiscal Year 2014-15 Budget.
Discussion	This will be the final packet of budget openings for the fiscal year ending June 30, 2015.
Cost	$0.00
City Manager Recommendation	Not too many adjustments for this last budget hearing. $47,000 for furnishings for the Electric Theater, retirements in the Development Services at $29,000, $35,000 for costs at the St. James park to bore a water line under Ft. Pierce wash instead of hanging it on the bridge, $762,664 to cover the prepayment of the purchase of SITLA property at the new Airport, $185,000 for additional unbilled Utility services for Electric for extra pumping costs for our Gunlock wells. These are the major adjustments. Recommend approval.
Action Taken	
Requested by	Deanna Brklacich
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

RESOLUTION NO. _____

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

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

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

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 18th day of June, 2015, upon motion duly made and seconded, it is unanimously.

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

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 18th DAY OF JUNE, 2015.

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

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2014-15
June 18, 2015

GENERAL FUND ADJUSTMENTS

1	10-4570-7400	Electric Theater - Equipment	47,000	
	10-4810-9100	Transfers to Other Funds		47,000
	40-38200	Capital Projects Fund - Transfers from Other Funds	47,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		47,000

To budget for lobby area and office furnishings, computers, copy machine, dance studio furnishings, classroom furnishings, etc. for the Electric Theater.

2	10-4652-1100	Economic & Housing Development - Full-Time Salaries & Wages	7,500	
	10-4652-2400	Economic & Housing Development - Office Supplies	6,500	
	10-4652-7400	Economic & Housing Development - Equipment	2,000	
	10-4810-9100	Transfers to Other Funds		16,000
	40-38200	Capital Projects Fund - Transfers from Other Funds	16,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		16,000

To increase dept. budget for reorganization cost, relocation of Business Licensing staff to the Planning & Zoning office area, and to purchase a new cash-receipting workstation .

3	10-4653-1100	Development Services	29,000	
	10-4810-9100	Transfers to Other Funds		29,000
	40-38200	Capital Projects Fund - Transfers from Other Funds	29,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		29,000

To budget for the unforeseen and unbudgeted retirements of three employees during the fiscal year in the Development Services division.

4	10-4810-9100	Transfers to Other Funds	500,000	
	10-31300	General Sales Tax Revenues		500,000
	40-38800	Capital Projects Fund - Appropriated Fund Balance	500,000	
	40-38200	Capital Projects Fund - Transfers from Other Funds		500,000

To adjust budget to the anticipated Sales Tax revenues by the end of the fiscal year.

OTHER FUNDS

5	44-4400-7882	Park Impact Funds - St. James Trailhead	35,000	
	44-34350	Park Impact Funds - Impact Fee Revenues		35,000

To increase the St. James Trailhead projects budget for costs to bore the irrigation line under the Fort Pearce Wash instead of connecting to the pedestrian bridge.

6	88-8800-8100	Replacement Airport - Principle on Bonds	744,311	
	88-8800-8200	Replacement Airport - Interest on Bonds	18,353	
	88-38800	Replacement Airport - Appropriated Fund Balance		762,664

To budget for advance-paying the scheduled January 2016 note payment to SITLA in the current fiscal year instead of in FY16 to accelerate the LOI grant proceeds and save interest.

7	51-5118-9200	Water Fund - Unbilled Utility Services	185,000	
	51-38200	Water Fund - Transfers from Other Funds		185,000
	53-5316-9100	Electric Fund - Transfers to Other Funds	185,000	
	53-37540	Electric Fund - Sales to Governmental Units		185,000

To increase the Water Fund's estimated unbilled electric services provided by the Energy Services Dept. due to increased water distribution through the City's wells and pumps.

8	90-9000-7220	2010 Flood Fund - Virgin River Re-Vegetation Projects	17,000	
	90-33122	2010 Flood Fund - FEMA Reimb.		17,000

To budget for design/engineering fees for the Virgin River Re-vegetation projects and the Federal funding related to the projects which meet the small project advance funding threshhold.

DRAFT

Agenda Item Number : 5E

Request For Council Action

Date Submitted	2015-06-08 08:24:17
Applicant	City of St. George
Quick Title	Resolution to Adopt the Fiscal Year 2015-16 Budget
Subject	Resolution to accompany the Public Hearing to adopt the Fiscal Year 2015-16 budget.
Discussion	
Cost	$0.00
City Manager Recommendation	This is the official action to adopt the new fiscal budget for 2015-2016.
Action Taken	
Requested by	Deanna Brklacich
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

RESOLUTION NO. _____

ADOPTING THE 2015-2016 FISCAL YEAR BUDGET FOR THE CITY OF ST. GEORGE, UTAH.

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

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

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 18th day of June, 2015, upon motion duly made and seconded, it is unanimously

RESOLVED that the 2015-2016 fiscal budget for the City of St. George, attached hereto as Exhibit "A" including all schedules thereto, is hereby adopted, subject to later amendment.

VOTED UPON AND PASSED BY THE ST. GEORGE CITY COUNCIL AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 18TH DAY OF JUNE, 2015.

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

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

5F

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THE FIRST AMENDED INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF ST. GEORGE, UTAH, AND WASHINGTON COUNTY, UTAH, AND MUNICIPALITIES WITHIN WASHINGTON COUNTY, UTAH, REGARDING THE DISTRIBUTION OF RAP TAX REVENUES

WHEREAS, Through a ballot opinion question included in the November 4, 2014, general election, the voters of Washington County voiced their opinion on whether the County should impose a sales and use tax of one-tenth of one percent to fund recreational and cultural organizations and facilities ("RAP tax") in accordance with Utah Code Section 59-12-701 et seq.; and

WHEREAS, In the canvas of the general election, the county commission accepted that a majority of the ballots cast were in favor of the imposition of a RAP tax; and

WHEREAS, The county commission approved the RAP tax, and the tax became operative on April 1, 2015; and

WHEREAS, The purposes of this First Amended Interlocal Agreement is to (1) clarify that the County will seek the advice of an advisory board regarding the distribution of RAP tax revenue to cultural organizations (as defined in Utah Code Section 59-12-702), but that Municipalities are not obligated to seek advice from the county-appointed advisory board for distribution of RAP tax revenue to cultural organizations; and to (2) clarify that County and Municipalities are allowed to fund ongoing operating expenses for recreational and cultural facilities with RAP tax revenue.

NOW, THEREFORE, at a regular meeting of the St. George City Council, St. George, Utah, duly called, noticed, and held on the 18th day of June, 2015 upon motion duly made and seconded, it is unanimously RESOLVED that the First Amended Interlocal Agreement, a copy of which is attached hereto as Exhibit "A", is hereby approved and adopted. A copy of the First Amended Interlocal Agreement is on file in the Office of the St. George City Recorder.

VOTED UPON AND PASSED BY THE ST. GEORGE CITY COUNCIL, WASHINGTON COUNTY, UTAH AT A REGULAR MEETING OF THE ST. GEORGE CITY COUNCIL HELD ON THE 18th DAY OF JUNE, 2015.

CITY OF ST. GEORGE

_____
JONATHAN T. PIKE, MAYOR

ATTEST:

_____
CHRISTINA FERNANDEZ, CITY RECORDER

FIRST AMENDED INTERLOCAL COOPERATION AGREEMENT REGARDING THE DISTRIBUTION OF RAP TAX REVENUE IN WASHINGTON COUNTY

THIS AGREEMENT ("Agreement") is made and entered into by and between Washington County, a political subdivision of the State of Utah (the "County") and the City of St. George, a Utah municipal corporation ("St. George"), the City of Washington, a Utah municipal corporation ("Washington"), the City of Hurricane, a Utah municipal corporation ("Hurricane"), the City of Santa Clara, a Utah municipal corporation ("Santa Clara"), the City of Ivins, a Utah municipal corporation ("Ivins"), the City of Enterprise, a Utah municipal corporation ("Enterprise"), the City of Toquerville, a Utah municipal corporation ("Toquerville"), the City of LaVerkin, a Utah municipal corporation ("LaVerkin"), the City of Springdale, a Utah municipal corporation ("Springdale"), the Town of Leeds, , a Utah municipal corporation ("Leeds"), the Town of Virgin, a Utah municipal corporation ("Virgin"), the Town of Rockville, a Utah municipal corporation ("Rockville"), the Town of Apple Valley a Utah municipal corporation ("Apple Valley") the Town of Hildale a Utah municipal corporation ("Hildale")and the Town of New Harmony a Utah municipal corporation ("New Harmony"). The municipalities shall collectively be referred to as "Municipalities," and the Municipalities and the County shall collectively be referred to as the "Parties." The purpose of the Agreement is to establish binding funding distribution guidelines for any revenue derived from a county-wide sales and use tax for funding recreational and cultural organizations and facilities.

RECITALS

A. Through a ballot opinion question included in the November 4, 2014, general election, the voters of Washington County voiced their opinion on whether the County should impose a sales and use tax of one-tenth of one percent to fund recreational and cultural organizations and facilities ("RAP tax") in accordance with Utah Code Section 59-12-701 et seq.;

B. In the canvas of the general election, the county commission accepted that a majority of the ballots cast were in favor of the imposition of a RAP tax;

C. The county commission approved the RAP tax, and the tax became operative on April 1, 2015

D. Prior to the imposition of the RAP tax, the Parties entered in an interlocal agreement regarding the distribution of potential RAP tax revenue in order to allow voters to make an informed decision regarding the proposed RAP tax—this Amended Agreement maintains the same distribution formula;

E. The Parties are authorized under the Utah Interlocal Cooperation Act, Utah Code Section 11-13-215 ("Interlocal Act") and also under Utah Code Section 59-12-704(6)(b), to enter into this Agreement regarding the sharing of RAP tax revenue;

F. An interlocal agreement stating how RAP tax revenue will be distributed is necessary in order for municipalities to use the revenue to secure funding for recreational and cultural organizations and facilities ;

G. This distribution of RAP tax revenue described in this Agreement is fair to county residents and will ensure that the cities and county work together to improve recreation, arts, and parks throughout Washington County; and

H. The purposes of this Amended Agreement ("Agreement") is to (1) clarify that the County will seek the advice of an advisory board regarding the distribution of RAP tax revenue to cultural organizations (as defined in Utah Code Section 59-12-702), but that Municipalities are not obligated to seek advice from the county-appointed advisory board for distribution of RAP tax revenue to cultural organizations; and to (2) clarify that County and Municipalities are allowed to fund ongoing operating expenses for recreational and cultural facilities with RAP tax revenue.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. **Expenditure of RAP Tax Revenue.** Utah Code Section 59-12-703 authorizes the County and the Municipalities to expend RAP tax revenues collected annually in accordance with Utah Code Section 59-12-701 et seq. ("the Act") to fund cultural and recreational facilities as well as to fund the ongoing operating expenses of recreational and cultural facilities within the County and Municipalities.

2. **Distribution of RAP Tax Revenue.** Washington County is, as of the date of this Agreement, a county of the second class, and the distribution of the total revenue collected annually in accordance with the Act shall be as follows:

(a) Fifteen percent (15%) shall be appropriated for cultural organizations and shall be further distributed by the County as described in Section 4 below; and

(b) The remaining eighty-five percent (85%) shall be distributed to the Parties as described in Section 3 below, for use in accordance with the Act.

3. **Distribution to Parties.** The distribution of the eighty-five percent (85%) under Section 2(b) to the Parties shall be divided as follows:

(a) Sixty-seven percent (67%) (of the eight-five percent (85%)) shall be divided among the Parties based on the population as determined from the most recent U.S. Census; Washington County's portion shall be based on the population of the unincorporated area of the county;

(b) Thirty-three percent (33%) (of the eighty-five percent (85%)) shall be divided among the Parties based on "point of sale," or in other words based on where the sales and

use tax was collected; Washington County's portion shall be based on sales that take place in the unincorporated area of the county.

4. **Advisory Board; Distribution to Cultural Organizations.**

An advisory board has been created by Washington County, pursuant to Washington County Code Section 8-12-6, to provide recommendations and input on the distribution of RAP tax revenue appropriated by the County for cultural organizations.

(a) The Municipalities may choose to utilize the advisory board, but are not obligated to do so. Each Municipality may establish, a procedure for considering applications from and distributing RAP tax revenue to cultural organizations.

(b) Any distribution of RAP tax revenue by the County or a Municipality to a cultural organization shall be made in compliance with applicable state law(s).

5. Term.

(a) This agreement shall take effect when it is executed by Washington County and one of the municipalities. The term of the Agreement shall end on December 31, 2025, which is when the RAP tax will expire, unless renewed as provided by law and agreed upon by the Parties in writing.

(b) The Parties intend that the allocations herein of revenues provide a funding source for the projects a party may undertake that may continue throughout the term of any debt obligations issued to finance such project. This Agreement shall be irrevocable and shall continue unmodified through December 31, 2025, unless changed by mutual agreement in writing by each Party.

6. **Governmental Immunity.** The Parties are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. ("Immunity Act"). The Parties agree that they shall only be liable within the parameters of the Immunity Act. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Parties under the Immunity Act.

7. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and local laws, and shall indemnify, defend, and hold one another harmless from and against any respective claims, actions, proceedings, damages or losses resulting from or arising as a result of any such failure of compliance.

8. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Act the Parties agree as follows:

(a) This Agreement shall be approved by each party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) 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 § 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) 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 County Commission and mayors of signatory municipalities 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.

9. **Counterparts.** This Agreement may be executed in counterparts by the Parties.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

11. **Integration.** Once executed, this Agreement embodies the entire agreement between the Parties and supersedes any prior interlocal agreement(s) between the Parties regarding the distribution of RAP tax revenue. This Agreement shall not be altered except in writing signed by both parties.

[Signatures follow]

WASHINGTON COUNTY

Alan Gardner, Chair, Washington County Commission — Date: 6-2-15

ATTEST:

Kim Hafen, County Clerk-Auditor — Date: 6-2-15

Approved as to form:

Deputy Washington County Attorney — Date: 6-2-15

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor, City of St. George — Date

ATTEST:

Christina Fernandez, City Recorder — Date

Approved as to form:

Shawn M. Guzman, City Attorney — Date

CITY OF ENTERPRISE

_____ _____

Lee Bracken, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

CITY OF HURRICANE

_____ _____

John Bramall, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

CITY OF HILDALE

_____ _____

Phillip Barlow, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

CITY OF IVINS

_____ _____

Chris Hart, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

CITY OF LAVERKIN

_____ _____
Kerry Gubler, Mayor Date

ATTEST:

_____ _____
Date

_____
Printed Name and Title

Approved as to form:

_____ _____
City Attorney Date

_____
Attorney Printed Name

CITY OF SANTA CLARA

_____ _____
Rick Rosenberg, Mayor Date

ATTEST:

_____ _____
Date

_____
Printed Name and Title

Approved as to form:

_____ _____
City Attorney Date

_____
Attorney Printed Name

CITY OF WASHINGTON

_____ _____

Kenneth Neilson, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

TOWN OF APPLE VALLEY

_____ _____

Richard Moser, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

TOWN OF LEEDS

_____ _____

Wayne Peterson, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

TOWN OF NEW HARMONY

_____ _____

Joel Webster, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

TOWN OF ROCKVILLE

_____ _____

Tracy N. Dutson, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

TOWN OF SPRINGDALE

_____ _____

Stan Smith, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

TOWN OF TOQUERVILLE

_____ _____

Darrin LeFevre, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

TOWN OF VIRGIN

_____ _____

Bruce Densley, Mayor Date

ATTEST:

_____ _____

Date

_____

Printed Name and Title

Approved as to form:

_____ _____

City Attorney Date

_____

Attorney Printed Name

DRAFT

Agenda Item Number : 6A

Request For Council Action

Date Submitted	2015-06-10 09:35:16
Applicant	Bobbi Wan-kier
Quick Title	â€œArts to Zionâ€ St George Art and Studio Tours
Subject	Consideration of a request to expand the St George Art and Studio Tour(s) to include monthly â€œHUBâ€ Art and Studio Tour(s) throughout the calendar year, beginning in September of 2015.
Discussion	The St George Art Studio Tour is planned to be held on the 3rd weekend of the month, starting on Thursday, September 17 at 3:00 pm. The applicant is requesting to use directional signage on an ongoing monthly basis, with the intent to provide the planning/zoning staff with details for sign locations and to receive approvals prior to each event.
Cost	$0.00
City Manager Recommendation	I have not seen this proposal or discussed it prior to this item being placed on the agenda so I do not have a recommendation or additional information at this time.
Action Taken	
Requested by	Bill Swensen
File Attachments	St George Art and Studio Tour CC .pdf

Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	St George Art and Studio Tour CC .pdf

FOR OFFICE USE ONLY

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

Business License Use Only

SPECIAL EVENT
PERMIT APPLICATION
CITY OF ST. GEORGE

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

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

EVENT NAME: ("Arts to Zion" promoted) St. George Art and Studio Tour(s)

Applicant's Name: Bobbi Wan-kier

Organization: "Arts to Zion" Art and Studio Tour (2015/2016- fiscally sponsored by Silver Reef Foundation)

Mailing Address: P.O. Box 461176

City, State, Zip: Leeds, UT 84746

Day Phone: 435.216.2651 **Cell/other:** 435.216.2651

E-mail: wcaz@live.com

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

Alternate contact name: Alisha Burton **Day Phone:** 435.669.1855 cell

Cell/other: Becky Cox 435.680.9699 cell **E-mail:** metolman@gmail.com / cox@infowest.com

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

LOCATION Historic Downtown Art District/ City Parks, and including residential home studios.

Location Details/Address: City of St George including residential neighborhoods

Event	Date(s): Starting in Sept. 2015	Start time:	End time:
Set-up	Date(s): 3rd Thursday afternoon	Start time: 3:00pm	End time:
Clean-up	Date(s): 3rd Saturday night	Start time:	End time: 9:00pm

Is this a recurring event? YES **If yes; daily, weekly or other?** Monthly- 3rd weekend

Is this a Annual Event? YES **If yes; Same date and Place?** 3rd weekend- Martin Luther King

TYPE OF ACTIVITY *check all that apply:*

- [ ] Sporting
- [ ] 5K
- [ ] Parade
- [ ] Festival
- [ ] Film Production
- [ ] Vendor Booth
- [ ] Cycling
- [ ] 10K
- [ ] Dance
- [ ] Block Party
- [ ] Outdoors Sales
- [ ] Training
- [ ] Fun Run
- [ ] ½ Marathon
- [x] Other:

PARTICIPANTS

Number of participants expected:	Number of volunteers/event staff:
[x] Open to the Public	[ ] Private Group/Party

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

$3.00 ea. for home studios only (Tickets sold at galleries on the Arts to Zion map.)

SPECIAL EVENT PERMIT APPLICATION

EVENT_____-

(Arts to Zion" promoted) St George Art and Studio TOUR(s)

VENDORS/FOOD/ALCOHOL *check all that apply*

☒ **Vendors/merchants** **Quantity:** Drawing prizes for evaluation purposes

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

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

☐ given away ☐ catered by restaurants/vendors ☐ prepared on site

☐ **Alcoholic Beverages** Utah DABC, (801) 977-6800

☐ beer stands ☐ fenced in beer garden ☐ liquor sales Bus. Licensing, (435) 627-4740

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

☐ **Tents/Pop-up Canopies** **Amount:** SG Fire Dept. (435) 627- 4150

Dimensions:

☐ **Temporary Stage** **Dimensions:**

Description of Tents/Canopies/Stage, etc.:

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

☐ **Fencing/Scaffolding**

☐ **Barricades** *(must obtain privately)*

☐ **Portable Sanitary Units** *(must obtain privately)*

☒ **Music** *if yes, check all that apply* ☒ **Acoustic** ☐ **Amplified** In select gallery/studio locations

☐ **PA/Audio system** **Type/Description:**

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

☐ **Propane/Gas on site** SG Fire Dept. (435) 627- 4150

☐ **Trash/Recycle bin coordination on site** WCSW, (435) 673-2813

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

☒ **Road Use** **Location:** Directional Signage *(please include details on site map)* SG City Public Works Dept., (435) 627-4050

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

☐ **Parade** **# of Floats:**

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

☐ **Private Security/Officers** **Company name:** **# of Personnel:**

☐ **Animals** **Quantity:** **What kind:**

☒ **Drawing or Raffle** Purpose to evaluate tour -Free SG City Legal Dept. Diana Hamblin, (435) 627-4606

☐ **Motion Pictures/Videos** ☐ **Other:**

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

Bobbi Wan-kier 6/9/15

Print Applicant's Name Applicant's Signature Date

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

EVENT_____-
(Arts to Zion" promoted) St George Art and Studio TOUR(s)

EVENT DESCRIPTION

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

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

The "Arts to Zion" Art and Studio TOUR is expanding to include monthly "HUB" Art and Studio TOUR(s) throughout the calendar year, beginning in September of 2015.
The St George Art and Studio Tour is planned to be held on the 3rd weekend of the month, starting on Thursday afternoon at 3:00pm. It will be anchored by the DiFiore Center for a student exhibition, 3rd Thursday evening Art Conversations at the St George Art Museum, Art on Main Gallery Stroll on Friday evening, and Plein Air events at Historic buildings and in parks within the City of St George on the Saturday of the weekend. On Friday and Saturday from 10-3pm selected home studios and out of the way galleries in St George will be on the TOUR, and this is the reason for the residential directional signage that we are asking for with this permit.
All of the signage will correspond to the Arts to Zion brochures, and the Arts to Zion Google map.
We are requesting the use of our directional signage on an ongoing monthly basis, with the intent to provide the planning/zoning staff with the details for the sign locations each month prior to the event for approval.
We will request an additional special event permit in January, for the additional signage and banners necessary for the annual county-wide "Arts to Zion" Art and Studio TOUR.
Thank you for all of your support of our St George Art Community,
and my project, the "Arts to Zion" Art and Studio TOUR !!
Bobbi Wan-kier
435.216.2651

DRAFT

Agenda Item Number : 6B

Request For Council Action

Date Submitted	2015-06-08 09:43:56
Applicant	PC
Quick Title	PC Report from June 9,2015
Subject	Consider the Planning Commission report from the June 9, 2015 meeting.
Discussion	The PC had a lengthy agenda on the 9th, however, most of the items are subdivisions and setting two public hearing dates. The agenda consisted of 4 final plats, an easement vacation, lot line adjustment, vacate city property, lot split, 2 preliminary plats, and review parking requirements.
Cost	$0.00
City Manager Recommendation	Long Planning Commission meeting but this report has some plats and setting of public hearings.
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: JUNE 9, 2015
CITY COUNCIL MEETING: JUNE 18, 2015

1. **PUBLIC HEARINGS TO BE ADVERTISED FOR JULY 9, 2015**

A. Consider a zone change amendment request to construct a two-story, 90 unit town home in-fill project consisting of 16 buildings with amenities on approximately 7.89 acres of property in the PD-R (Planned Development Residential) zone. The project is "**Desert Hills Town Homes**" and is located at approximately the northeast corner of Brigham Road and Desert Hills Drive. The owner is SITLA (State Institutional Trust Lands Administration), and the applicant is Mr. Ryan Thomas, Development Solutions Group. Case No. 2015-ZCA-016. (Staff – John Willis)

Note: The Planning Commission recommended denial (5:0), but the applicant wishes to appeal that recommendation and proceed on to the City Council (see also comments under 'other business').

B. Consider a zone change request on approximately 13.36 acres from RE-20 (Residential Estate 20,000 sq. ft. minimum lot size) to R-1-12 (single family Residential 12,000 sq. ft. minimum lot size) to accommodate future residential development of "**The Cove at Little Valley**." The property is generally located on the south side of Horseman's Park Drive, and generally between Little Valley Road and 2350 East Street. The owner is Sullivan Field LLC and the representative is Mr. Shaun Sullivan. Case No. 2015-ZC-013 (Staff – John Willis)

Note: The Planning Commission recommends approval (5:0).

2. **PRELIMINARY PLATS (PP)**

A. Consider approval of a preliminary plat for a ninety-one (91) lot residential subdivision for "**Desert Crest**." The applicant is Quality Development and the representative is Mr. Ken Miller. The property is zoned PD-R (Planned Development Residential) and is located on South Desert Canyons Parkway. Case No. 2015-PP-009. (Staff – Wes Jenkins).

B. Consider approval of a preliminary plat for a seventy-six (76) lot residential subdivision for "**Red Wood Estates**." The applicant is Development Solutions and the representative is Mr. Steve Kamlowski. The property is zoned R-1-8 (Single Family Residential, 8,000 s.f. minimum lot size) and is located at 3200 East and Crimson Ridge Drive. Case No. 2015-PP-017 (Staff – Wes Jenkins).

3. **FINAL PLATS (FP)**

A. Consider approval of a Roadway Dedication Final Plat for "**Canyon View Drive St George**." The property is zoned R-3 (Multiple Family) and is located at approximately 1000 South Dixie Drive (south of the Pelican Hills Development). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2015-FP-025 (Staff – Todd Jacobsen)

B. Consider approval of a sixteen (16) lot residential final plat for **"Desert Rim Phase 1."** The property is zoned PD-R (Planned Development Residential) and is located at approximately 3630 East Desert Canyons Drive. The representative is Mr. Brad Petersen, Development Solutions. Case No. 2014-FP-075 (Staff - Todd Jacobsen)

C. Consider approval of a one (1) lot residential condominium subdivision final plat for **"Estancia Phase 1."** The property is zoned PD-R (Planned Development Residential) and is located at approximately 1145 South Plantations Drive (in the Green Valley area). The representative is Mr. Michael Purdy, Cornerpoint. Case No. 2015-FP-017 (Staff – Todd Jacobsen)

D. Consider approval of a eight (8) lot residential subdivision final plat for **"Stone Cliff Phase 13."** The property is zoned PD-R (Planned Development Residential) and is located at approximately 2630 East and 1710 South (Stone Cliff development – Flint Street). The representative is Mr. Reid Pope, Pope Engineering. Case No. 2015-FP-032. (Staff – Todd Jacobsen)

4. **EASEMENT VACTION / LOT LINE ADJUSTMENT (EV / LLA) – Public Hearing**

Consider approval of an easement vacation / lot line adjustment for **"Lot 1 of Trebruk Estates Phase 1."** The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and is located at 182 South Trebruk Circle. The representative is Mr. Marc Brown, Brown Consulting Engineers. Case No. 2015-LRE-018. (Staff – Todd Jacobsen)

5. **LOT LINE ADJUSTMENT (LLA)**

Consider approval of a lot line adjustment for **"Central Storage."** The property is zoned C-3 (General Commercial) and is located at 955 North 1300 West Street. The representative is Mr. Marc Brown, Brown Consulting Engineers. Case No. 2015-LRE-019. (Staff – Todd Jacobsen)

6. **VACATE CITY PROPERTY (VCP)**

Consider approval of City property to be vacated at approximately **2100 East Colorado Drive.** The property is zoned PD-R (Planned Development Residential). The applicants are Mr. and Mrs. Jenkins, and the representative is Mr. Bob Hermandson, Bush and Gudgell. Case No. 2015-LRE-020-A. (Staff - Todd Jacobsen)

7. **LOT SPLIT (LS)**

Consider a lot split for **1032 North 2075 East Circle**. The property is zoned RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size). The applicants are Mr. and Mrs. Jenkins, and the representative is Mr. Bob Hermandson, Bush and Gudgell. Case No. 2015-LRE-020-B. (Staff - Todd Jacobsen)

8. **OTHER BUSINESS**

A. The Planning Commission met from 5:00 to 8:30 pm. Three items in particular required lengthy discussion times (*being the zone change for Desert Hills TH, a parking discussion at the promenade at Red Cliffs, and a reduced setback for Lifetime*).

B. The Planning Commission discussed for approx. 50 minutes a zone change amendment request to construct a two-story, 90 unit town home in-fill project consisting of 16 buildings with amenities on approximately 7.89 acres of property in the PD-R (Planned Development Residential) zone. The project is "**Desert Hills Town Homes**" and is located at approximately the northeast corner of Brigham Road and Desert Hills Drive. The owner is SITLA (State Institutional Trust Lands Administration), and the applicant is Mr. Ryan Thomas, Development Solutions Group. Case No. 2015-ZCA-016. (Staff – John Willis)

The Planning Commission recommended denial (5:0), but the applicant wishes to appeal that recommendation and proceed on to the City Council.

The Planning Commission was opposed to granting an exception as listed in Section 10-8-5.C of the Zoning Ordinance for a density that exceeds the MDR of 5 to 9 du/ac. The findings necessary for an exception are 1) the development must be 'in-fill' project, 2) shall be platted for individual ownership, and 3) the density and scale shall be harmonious with the area. The PC did not support the findings. The commission did not consider this to be an 'in-fill' project, questioned if the increase in density would be harmonious with the High School and the neighborhoods, and requested that a materials board be provided (*the printed copy is not adequate*).

C. The Planning Commission considered and approved a request for a guest house / pool house to exceed the maximum allowable floor area of four hundred square feet (400 sq. ft.). The property is located at **643 Saratoga**. The zoning is R-1-10 (Single Family Residential, 10,000 sq. ft. minimum lot size). Case No. 2015-GH-004 (Staff – Ray Snyder). This item only required 14 minutes.

D. The Planning Commission considered a request to review the parking requirements for proposed restaurants at the "**Promenade at Red Cliffs**." The property is zoned C-2 (Highway Commercial Zone) and is located on Red Cliffs Drive north of St George Blvd. Case No. 2015-PRKG-001. (Staff – Ray Snyder). After discussing the matter with the applicant for over 60 minutes, the applicant requested that the matter be **tabled** and allow time for options to be designed and presented to staff to address parking and outside dining issues and concerns.

E. The Planning Commission considered and approved a **reduced setback** from ten feet (10') to zero feet (-0'-) on the south property line of the **Lifetime Store** at 530 E Street to allow construction of a storage structure. Case No. 2015-RS-001 (Staff - Ray Snyder). However, the applicant was instructed to work with staff to insure that all applicable codes for fencing, outside storage, etc. would be met and to verify that all drainage from the structure was contained on site and would not create a nuisance onto the adjacent property. This item required approx. 45 minutes.

PCR ITEM 2A
Preliminary Plat

PLANNING COMMISSION MEETING: **04/14/2015** (tabled)
PLANNING COMMISSION MEETING: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

PRELIMINARY PLAT
Desert Crest
Case No. 2015-PP-009

Request: A request to approve a preliminary plat amendment for a ninety-one (91) lot residential subdivision

Location: South Desert Canyons Parkway

Property: 23.33 acres

Number of Lots: 91

Density: 3.90 dwelling units per acre

Zoning: PD-R (PD-8 & 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)

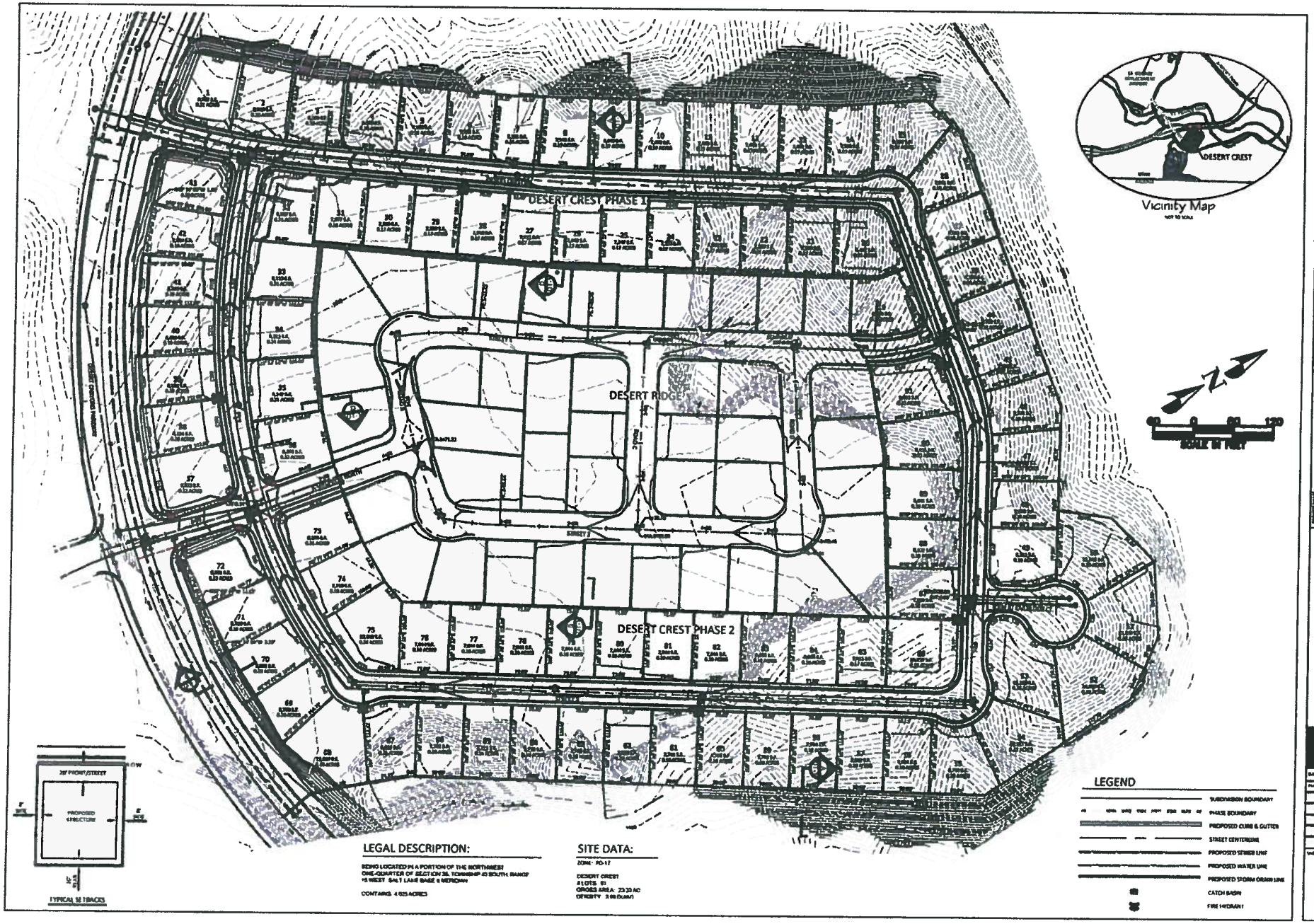
Applicant: Quality Development

Representative: Ken Miller

Comments:

1. Subject to open space dedication
2. Along Desert Canyons Parkway there will be a 10-foot multi-use trail with a 10' foot landscape strip (5' at deceleration lanes) for the double frontage lots. Landscape strip is proposed to be dedicated to St. George City with the multi-use trail.

P.C.: The Planning Commission recommends approval.



LEGAL DESCRIPTION:

BEING LOCATED IN A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 15 WEST SALT LAKE BASE & MERIDIAN

CONTAINS 4.625 ACRES

SITE DATA:

ZONE: PD-17

DESERT CREST
#LOTS: 81
GROSS AREA: 23.33 AC
DENSITY: 3.98 (DU/AC)

DESERT CREST
AT DESERT CANYONS

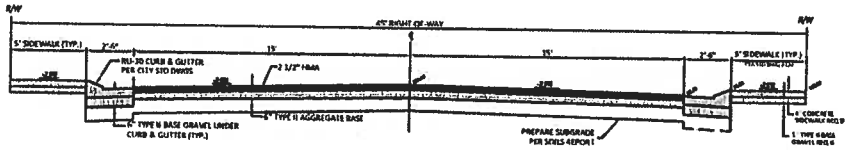
PRELIMINARY PLAT

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS

DATE 3/1/15

1

1 OF 2 TOTAL



RESIDENTIAL STREET SECTION (TYPICAL)
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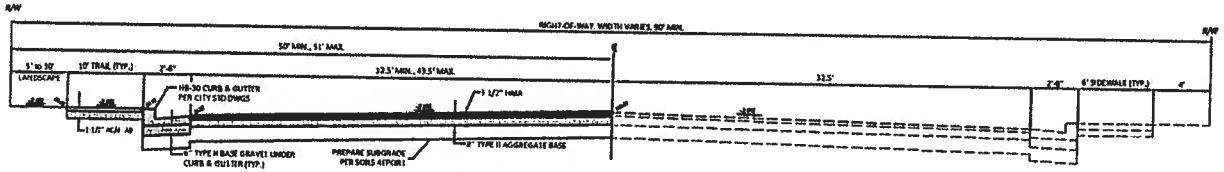
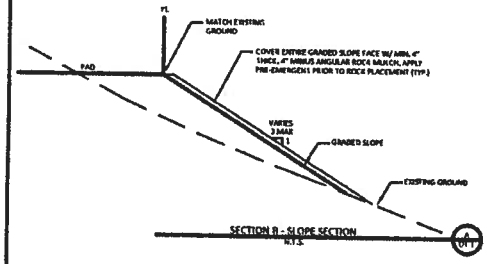
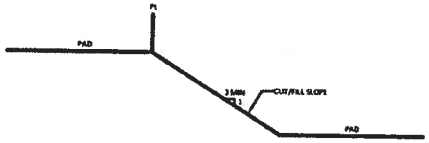


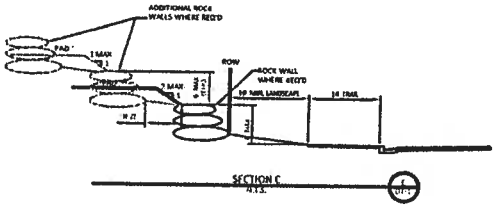
DESERT CANYONS PARKWAY STREET SECTION
N.T.S.



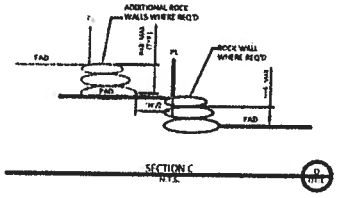
SECTION B - SLOPE SECTION
N.T.S.



SECTION A - PAD TRANSITION
N.T.S.



SECTION C
N.T.S.



SECTION C
N.T.S.

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C4	1118.00'	754.02'	38°38'33"	391.80'
C7	1071.43'	102.25'	5°28'05"	51.16'
C10	1478.87'	88.24'	3°07'41"	44.18'
C11	20.00'	11.55'	33°04'49"	5.94'
C12	1478.01'	84.61'	3°16'48"	42.32'
C13	1283.57'	59.47'	2°39'29"	29.74'
C14	1477.50'	7.12'	0°16'35"	3.56'
C15	1477.50'	75.06'	2°54'39"	37.54'
C16	1477.50'	7.50'	0°16'21"	3.75'
C17	55.00'	5.50'	5°44'04"	2.75'
C18	50.00'	22.02'	25°11'32"	11.18'
C19	55.00'	54.79'	57°04'27"	29.91'
C20	50.00'	5.40'	6°11'12"	2.70'
C21	55.00'	33.03'	55°14'33"	18.18'
C23	50.00'	16.59'	19°00'38"	8.37'
C23	247.50'	24.92'	4°06'33"	12.47'
C24	347.50'	64.22'	10°35'35"	32.22'
C25	347.50'	41.19'	6°47'29"	20.62'
C26	50.00'	19.21'	22°00'48"	9.71'
C27	50.00'	19.69'	22°42'57"	10.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C29	20.00'	31.33'	89°44'54"	19.91'
C35	50.00'	57.21'	66°07'45"	32.50'
C39	50.00'	52.34'	59°58'47"	28.86'
C44	50.00'	50.55'	57°55'14"	27.67'
C50	55.00'	35.15'	36°37'02"	18.20'
C51	50.00'	23.02'	71°12'32"	13.16'
C52	20.00'	31.50'	90°15'02"	20.09'
C55	30.00'	34.18'	65°17'19"	19.22'
C56	50.00'	54.94'	62°57'18"	30.62'
C59	55.00'	50.14'	52°13'45"	26.98'
C64	50.00'	9.34'	11°00'44"	4.69'
C65	55.00'	51.38'	53°31'50"	27.74'
C70	50.00'	13.35'	15°17'55"	6.72'
C71	55.00'	19.86'	20°28'57"	9.94'
C73	50.00'	23.09'	26°27'19"	11.76'
C73	55.00'	48.82'	50°56'18"	26.19'
C76	1063.00'	83.75'	4°30'50"	41.89'
C78	835.50'	14.67'	1°00'34"	8.33'
C79	50.00'	20.70'	23°43'15"	10.50'
C80	55.00'	29.96'	31°12'56"	15.34'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C82	1063.00	83.49'	4°30'00"	41.76'
C84	835.50'	69.08'	4°44'08"	34.54'
C86	1063.00'	78.92'	4°15'14"	39.48'
C88	835.50'	69.08'	4°44'08"	34.54'
C91	19.45'	11.90'	35°44'01"	21.50'
C94	20.00'	36.20'	69°31'29"	18.82'
C95	835.50'	62.16'	4°15'45"	31.08'
C96	960.50	13.79'	0°49'21"	6.89'
C97	835.50'	44.58'	3°03'04"	22.49'
C98	20.00'	30.52'	87°26'41"	19.13'
C100	70.00'	11.71'	12°09'36"	5.77'
C101	1063.00'	87.53'	4°43'09"	43.80'
C103	960.50'	68.22'	4°04'11"	34.13'
C105	1063.00'	76.24'	4°06'34"	38.14'
C107	960.50'	68.22'	4°04'11"	34.13'
C109	1063.00	76.24'	4°08'34"	38.14'
C111	960.50'	68.22'	4°04'11"	34.13'
C113	1063.00'	14.24'	4°08'34"	36.14'
C115	960.50'	68.22'	4°04'11"	34.13'
C117	1063.00'	68.26'	3°34'04"	34.14'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C120	960.50'	68.22'	4°04'11"	34.13'
C124	1522.17'	65.34'	2°27'34"	32.67'
C125	20.00'	31.71'	90°44'34"	20.29'
C127	959.50'	47.81'	2°33'14"	31.43'
C130	1040.75'	42.91'	2°22'13"	21.47'
C131	20.00'	11.62'	80°31'50"	20.20'
C132	915.50'	69.18'	4°19'46"	34.61'
C133	19.95'	28.80'	86°05'40"	18.64'
C134	1525.33'	64.97'	2°26'25"	32.49'
C135	439.66'	3.06'	0°38'17"	1.53'
C136	1522.50'	37.89'	1°25'23"	18.94'
C137	1522.50'	54.94'	2°04'04"	27.48'
C143	30.00'	35.41'	67°38'01"	20.10'
C144	20.00'	31.99'	91°38'18"	20.50'
C145	162.50'	58.79'	20°43'40"	29.72'
C146	207.50'	73.28'	21°20'24"	37.10'
C147	70.00'	11.06'	88°58'26"	19.64'
C148	302.50'	99.45'	7°28'18"	19.75'
C149	302.50'	75.76'	14°20'59"	38.08'
C150	90.00'	47.49'	90°42'27"	30.17'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C153	30.00'	26.44'	50°30'13"	14.15'
C152	790.50'	80.72'	5°51'03"	40.40'
C153	790.50'	78.01'	5°39'15"	39.04'
C157	790.50'	72.48'	5°15'04"	36.25'
C158	20.00'	11.74'	90°15'27"	20.33'
C162	20.00'	33.30'	95°34'16"	21.98'
C163	790.50'	29.16'	2°06'17"	19.58'
C164	915.50'	37.59'	2°21'28"	18.80'
C165	915.50'	92.04'	5°45'28"	46.06'
C167	915.50'	88.23'	5°11'18"	44.15'
C168	945.00'	62.72'	1°48'10"	31.17'

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS
123 East 200 North Suite 22
St. George, UT 84770
Office (435) 628-3123 - Fax (435) 674-2033
www.developmentsolutions.us

DS SOLUTIONS

DESERT CREST
AT DESERT CANYONS

PRELIMINARY PLAT

DATE:	1/1/15
FILE:	15004
DRAWN BY:	
DESIGNED BY:	
CHECKED BY:	
PROJECT NO.	
SCALE:	1" =40'
SHEET NUMBER:	2

2 OF 2 TOTAL

PCR ITEM 2B
Preliminary Plat

PLANNING COMMISSION MEETING: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

PRELIMINARY PLAT
The Arbors
Case No. 2015-PP-017

Reference: Case No. 2014-ZC-011

Request: A request to approve a preliminary plat for a seventy-six (76) lot residential subdivision

Location: 3200 East and Crimson Ridge Drive

Property: 20.39 acres

Number of Lots: 76

Density: 3.7 du/ac

Zoning: R-1-8

Adjacent zones: This plat is surrounded by the following zones:
North – A-1
South – A-1
East – A-1
West – R-1-8 & R-1-10

General Plan: LDR

Applicant: Development Solutions

Representative: Steve Kamlowski

Comments:

1. The applicant is requesting lot size averaging as there are 12 lots that are less than 8,000 square feet.
2. Density is less than the 3.8 dwelling units per acre listed in the ordinance for an R-1-8 subdivision with lot size averaging.

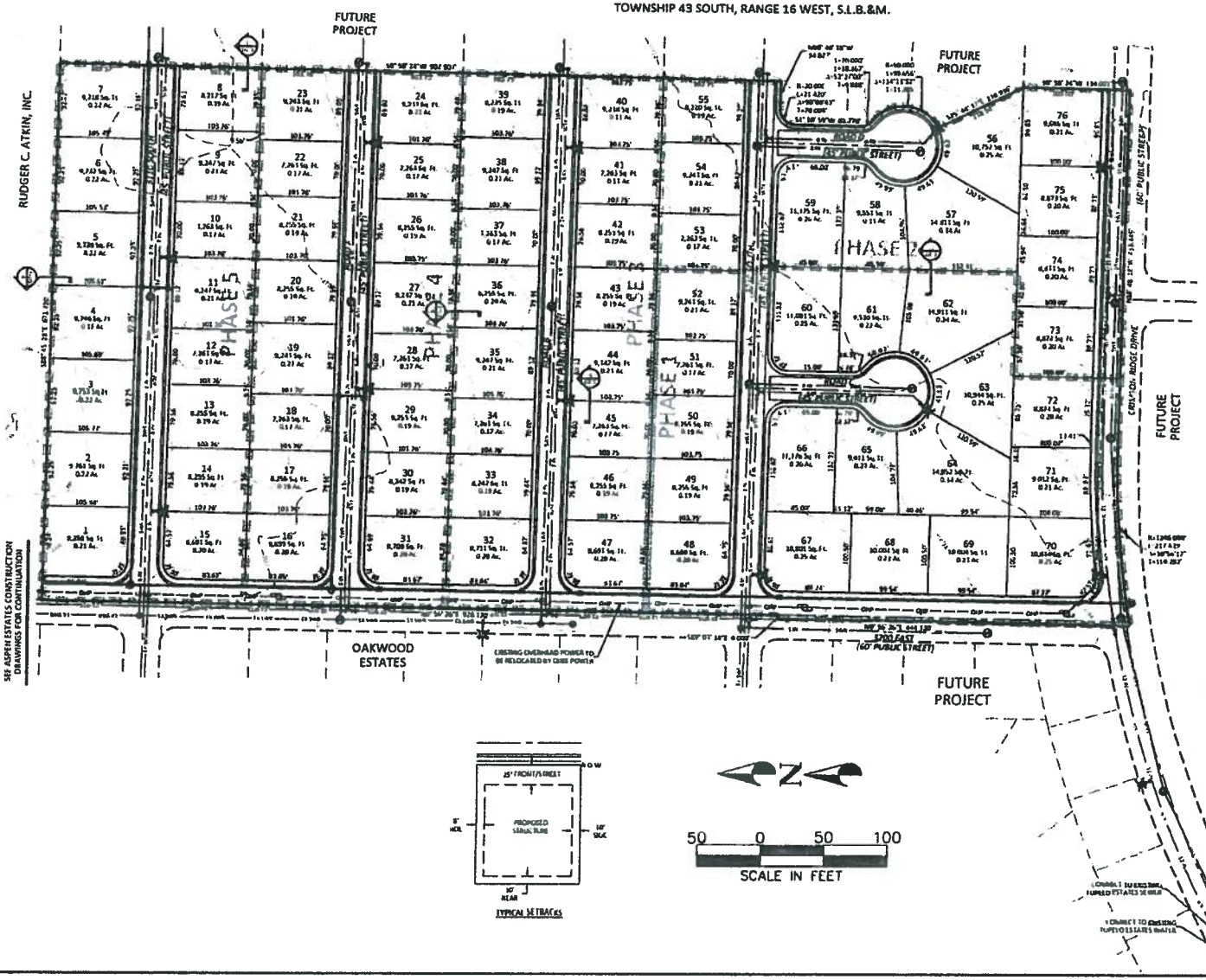
P.C.: The Planning Commission recommends approval.

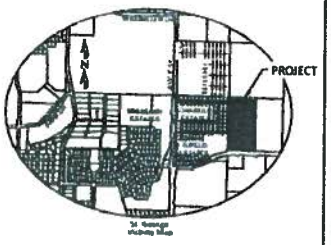
PRELIMINARY PLAT

FOR

REDWOOD ESTATES SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10,
TOWNSHIP 43 SOUTH, RANGE 16 WEST, S.L.B.&M.





LEGAL DESCRIPTION:

BEGINNING AT A POINT NORTH 88°46'38" WEST ALONG THE SECTION LINE, A DISTANCE OF 646.747 FEET AND SOUTH 0°56'24" WEST 0.000 FEET FROM THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; RUNS ON BEARING BEING NORTH 00°56'24" EAST BETWEEN THE SOUTHEAST CORNER AND THE NORTHEAST CORNER OF SAID SECTION 10; AND RUNNING THENCE NORTH 46°46'38" WEST 426.040 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 1340.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°30'17", A DISTANCE OF 712.838 FEET; THENCE NORTH 0°54'24" EAST 644.148 FEET; THENCE NORTH 0°57'34" EAST 1400.012 FEET TO A POINT ON THE SECTION SECTION LINE; THENCE NORTH 4°38'26" EAST, ALONG THE SECTION LINE, A DISTANCE OF 908.150 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 88°46'38" EAST, ALONG THE SECTION LINE, A DISTANCE OF 671.200 FEET; THENCE SOUTH 0°56'24" WEST 1327.847 FEET; THENCE NORTH 88°46'38" WEST 34.621 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.416 FEET; THENCE SOUTH 43°13'22" WEST 64.778 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 52.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°38'00", A DISTANCE OF 14.247 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 154°15'34", A DISTANCE OF 90.000 FEET; THENCE NORTH 75°46'34" EAST 118.000 FEET; THENCE SOUTH 0°54'24" WEST 754.000 FEET TO THE POINT OF BEGINNING

CONTAINS 8,897,554.90 FT (20.405 ACRES)

LEGEND

- SUBDIVISION BOUNDARY
- PHASE BOUNDARY
- EXISTING CURB & GUTTER
- STREET CENTERLINE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM DRAIN LINE
- STORM DRAIN MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- WATER VALVE
- SEWER MANHOLE
- CATCH BASIN

SITE DATA:

ZONE	R1-8 (8,000 SQ.FT. AVERAGE)
SITE AREA	20.39 ACRES
TOTAL DWELLING UNITS	76 UNITS
DENSITY	3.73 DU/AC
LOT SIZES THAN 8,000 S.F.	12 (16%)
LOTS LARGER THAN 8,000 S.F.	64 (84%)

NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY CONSTRUCTED TO CITY STANDARDS
2. THIS SITE IS NOT LOCATED WITHIN A HILLSIDE OVERLAY ZONE

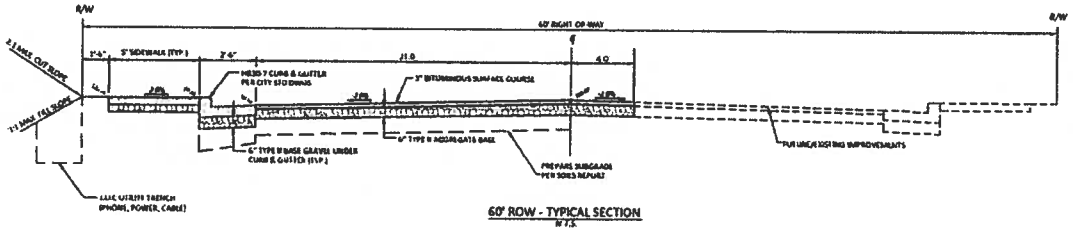
TYPICAL SETBACKS

PROJECT NAME	REDWOOD ESTATES SUBDIVISION ST. GEORGE, UTAH
SHEET TITLE	PRELIMINARY PLAT

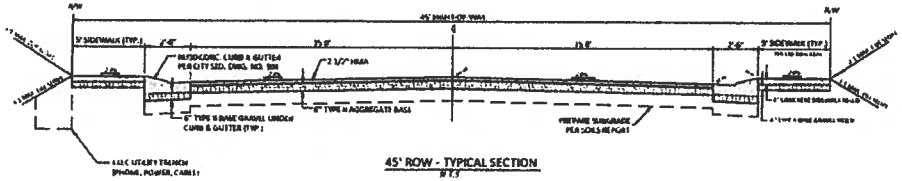
DEVELOPMENT SOLUTIONS, INC
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
165 East 11 George Blvd Suite #201
St. George, UT 84770
Office (435) 628-7221 - Fax (435) 674-3151
www.developmentsolutions.biz

P-1

1 OF 2 TOTAL



60' ROW - TYPICAL SECTION
N.T.S.



45' ROW - TYPICAL SECTION
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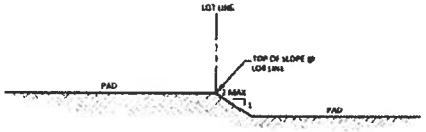

SECTION A
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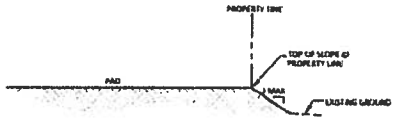
A
DT 1



SECTION B
N.T.S
B
DT 1

SECTION C
N.T.S
C
DT 1

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS CIVIL ENGINEERS
113 East 200 North Suite #3
St. George, UT 84770
Office (435) 628-1111 · Fax (435) 634-0533
www.developmentsolutions.co

REDWOOD ESTATES
SUBDIVISION
LOCATED IN ST. GEORGE, UTAH

PRELIMINARY PLAT

DATE: 8/19/21
PM: SA
DRAWN BY: SA
DESIGNED BY: SA
REVIEWED BY: SA
PROJECT NO. 19-004
JOB NO. 20-0026-A

DT-1

2 OF 2 TOTAL

PCR ITEM 3A
Final Plat

PLANNING COMMISSION MEETING: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

FINAL PLAT
Canyon View Drive Saint George
Case No. 2015-FP-025

Request:	Approval of Roadway Dedication Final Plat
Representative:	Brandon Anderson, Rosenberg Associates 352 E. Riverside Drive #A2 St. George, UT 84790
Property:	Located at approximately 1000 South Dixie Drive (south of the Pelican Hills Development)
Zone:	R-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. 1. Subject to legal review

ROAD ABANDONMENT DESCRIPTION:

BEGINNING AT SOUTHERLY LINE OF GREEN VALLEY SUBDIVISION NO. 5 A POINT ON THE SOUTHERLY LINE OF GREEN VALLEY SUBDIVISION NO. 5, SAID POINT BEING SOUTH 00°48'55" WEST 1,111.10 FEET ALONG THE SECTION LINE AND EAST 1,115.04 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING:

THENCE THE FOLLOWING (3) COURSES ALONG SAID SOUTHERLY LINE OF GREEN VALLEY SUBDIVISION NO. 5:

THENCE SOUTHERLY 35.63 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 42°40'54" EAST, LONG CHORD BEARS SOUTH 06°39'06" WEST 32.97 FEET WITH A CENTRAL ANGLE OF 81°40'01");

THENCE SOUTH 55°39'05" WEST 50.00 FEET;

THENCE NORTHWESTERLY 31.72 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 55°39'05" WEST, LONG CHORD BEARS NORTH 59°15'06" WEST 21.05 FEET WITH A CENTRAL ANGLE OF 49°48'21");

THENCE NORTHEASTERLY 81.84 FEET ALONG AN ARC OF A 122.80 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 46°00'38" EAST, LONG CHORD BEARS NORTH 49°05'15" EAST 81.51 FEET WITH A CENTRAL ANGLE OF 10°11'38");

THENCE NORTHEASTERLY 58.74 FEET ALONG AN ARC OF A 320.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 35°09'53" WEST, LONG CHORD BEARS NORTH 53°34'37" EAST 58.66 FEET WITH A CENTRAL ANGLE OF 10°31'02") TO THE POINT OF BEGINNING.

CONTAINING 1,334 SQUARE FEET OR 0.03 ACRES.

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE-DESCRIBED TRACT OF LAND, FOR GOOD AND VALUABLE CONSIDERATIONS RECEIVED, DOES HEREBY WARRANT, DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE, AND ITS SUCCESSORS AND ASSIGNS TITLE TO ALL PARCELS OF LAND DESCRIBED AND SHOWN ON THIS PLAT AS INTENDED FOR THE PERPETUAL USE OF THE PUBLIC AS ROADWAYS AND EASEMENTS FOR UTILITIES AND SLOPES OR OTHER PUBLIC USE AS MAY BE DETERMINED BY CITY.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2015.

LELAND M BIRD & ASSOCIATES L C

_____

MANAGER -

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT:

STATE OF UTAH
COUNTY OF WASHINGTON) S.S.

ON THE _____ DAY OF _____ 20__ PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE _____ OF LELAND M BIRD & ASSOCIATES LC, A UTAH LIMITED LIABILITY COMPANY AND THAT HE EXECUTED THE FOREGOING PLAT IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF LELAND M BIRD & ASSOCIATES LC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

FULL NAME SIGNATURE: _____

FULL NAME PRINT: _____

COMMISSION NO.: _____

EXPIRATION DATE: _____

A NOTARY PUBLIC COMMISSIONED
IN THE STATE OF _____

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (8) IF ABOVE INFORMATION IS FILLED IN)

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD THIS LICENSE IN ACCORDANCE WITH TITLE 58 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I DERIVE THAT BY AUTHORITY OF THE HEREON OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO PUBLIC ROADS, AS WELL AS THE EASEMENTS WHICH ARE SHOWN BY THE DASH LINES PARALLEL AND IMMEDIATELY ADJACENT TO THE DESCRIBED AREA BOTH OF WHICH ARE TO BE HEREINAFTER KNOWN AS:

CANYON VIEW DRIVE - SAINT GEORGE

THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.

4938716 BRANDON E ANDERSON STATE OF UTAH

DATE: _____

BRANDON E. ANDERSON — CERTIFICATE NO. 4938716

LEGAL DESCRIPTION:

BEGINNING AT SOUTHERLY LINE OF GREEN VALLEY SUBDIVISION NO. 5 A POINT ON THE SOUTHERLY LINE OF GREEN VALLEY SUBDIVISION NO. 5, SAID POINT BEING SOUTH 00°48'55" WEST 1,195.07 FEET ALONG THE SECTION LINE AND EAST 578.76 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING:

THENCE EASTERLY THE FOLLOWING (3) COURSES ALONG SAID SOUTHERLY LINE OF GREEN VALLEY SUBDIVISION NO. 5:

THENCE EASTERLY 167.86 FEET ALONG AN ARC OF A 320.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 04°03'20" EAST, LONG CHORD BEARS NORTH 79°00'42" EAST 165.94 FEET WITH A CENTRAL ANGLE OF 30°03'16");

THENCE EASTERLY 13.90 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 26°00'59" EAST, LONG CHORD BEARS NORTH 79°54'54" EAST 13.75 FEET WITH A CENTRAL ANGLE OF 31°51'39");

THENCE SOUTHWESTERLY 22.68 FEET ALONG AN ARC OF A 122.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 46°00'38" EAST, LONG CHORD BEARS SOUTH 38°42'05" WEST 22.64 FEET WITH A CENTRAL ANGLE OF 10°34'49");

THENCE SOUTHERLY 44.37 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 36°38'59" EAST, LONG CHORD BEARS SOUTH 17°29'57" EAST 38.77 FEET WITH A CENTRAL ANGLE OF 101°41'56");

THENCE SOUTH 88°20'55" EAST 228.75 FEET;

THENCE EASTERLY 23.63 FEET ALONG AN ARC OF A 255.34 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 31°23'44" EAST, LONG CHORD BEARS SOUTH 71°03'19" EAST 23.62 FEET WITH A CENTRAL ANGLE OF 05°18'05");

THENCE SOUTH 74°38'34" EAST 47.97 FEET TO THE WESTERLY LINE OF PELICAN HILLS CONDOMINIUMS PHASE I;

THENCE SOUTH 00°32'05" WEST 49.55 FEET ALONG AND BEYOND SAID WESTERLY LINE OF PELICAN HILLS CONDOMINIUMS PHASE II

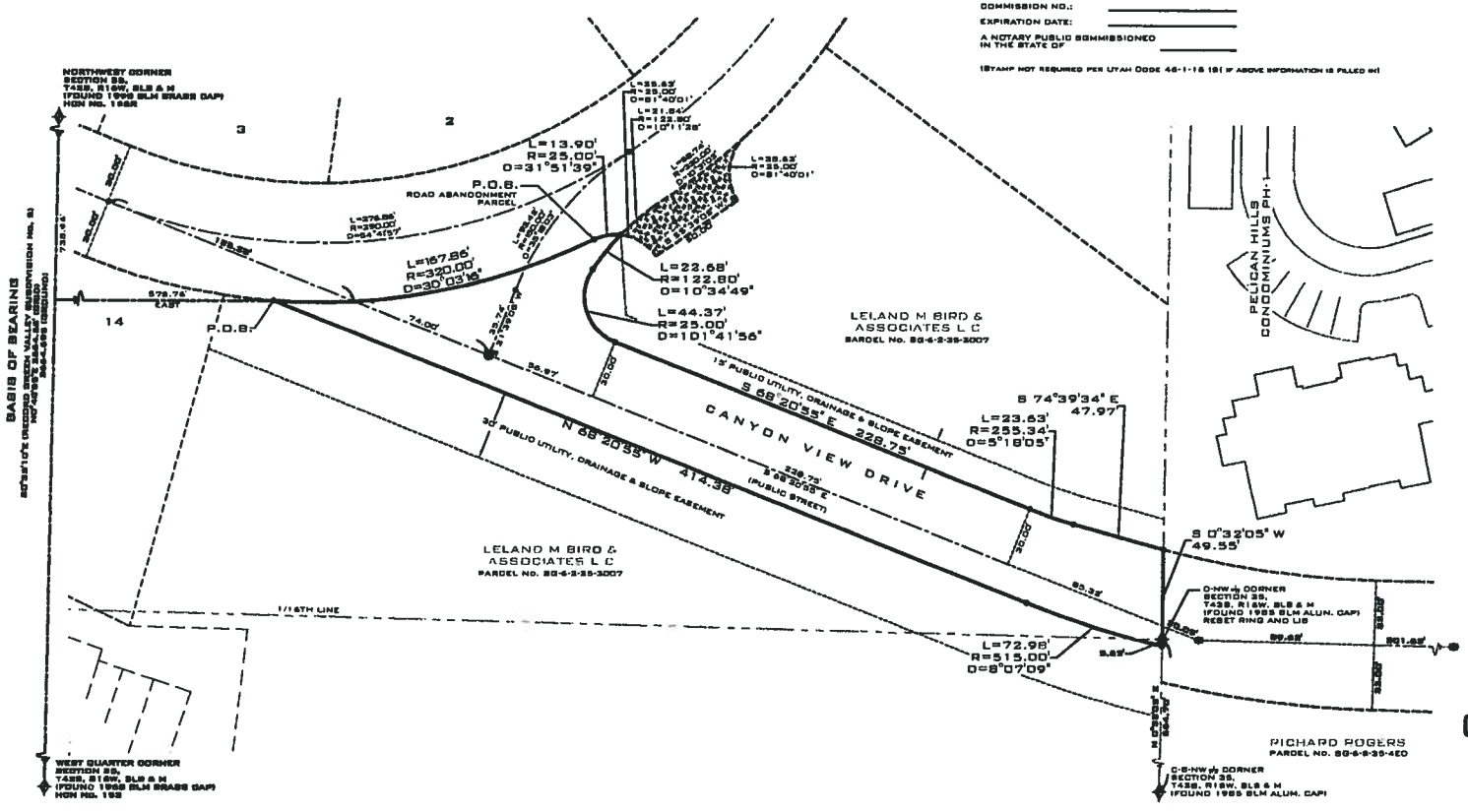
THENCE WESTERLY 72.98 FEET ALONG AN ARC OF A 515.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 13°31'56" EAST, LONG CHORD BEARS NORTH 72°28'28" WEST 72.93 FEET WITH A CENTRAL ANGLE OF 08°07'09");

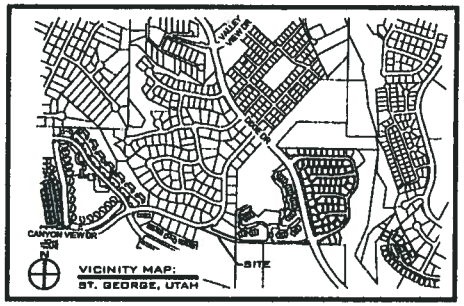
THENCE NORTH 68°20'55" WEST 414.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,843 SQUARE FEET OR 0.48 ACRES.

LEGEND:

- NOTHING SET OR FOUND
- FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- TO BE SET STANDARD ST. GEORGE CITY SURVEY MONUMENT - CLASS I
- FOUND SURVEY CONTROL MONUMENT - CLASS II
- TO BE SET STANDARD ST. GEORGE CITY SURVEY MONUMENT - CLASS II ALL MONUMENTS ARE SET ON TANGENT LINES UNLESS OTHERWISE NOTED
- ROAD ABANDONMENT PARCEL





THE ROAD DEDICATION PLAT FOR

CANYON VIEW DRIVE

SAINT GEORGE

LOCATED IN SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84770
PH (435) 673-8589 FX (435) 673-8397 • WWW.RACIVIL.COM

FFLAT-ROAD-DED FILE NUMBER:	4/21/2015 DATE:	S.E.A. DRAWN:
3311-14-001 JOB NUMBER:	1" = 30' SCALE:	S.E.A. CHECKED:

APPROVAL OF THE PLANNING AND ZONING MANAGER

I, PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE _____ DAY OF _____ A.D. 20__ REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

PLANNING AND ZONING MANAGER
CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THE OFFICE THIS ___ DAY OF _____, A.D. 20__

ENGINEER
CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ___ DAY OF _____, A.D. 20__

CITY ATTORNEY
CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THE THE _____ DAY OF _____ A.D. 20__ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

CHAIRMAN PLANNING COMMISSION
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE _____ DAY OF _____ A.D. 20__ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND DELEGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER — MAYOR
CITY OF ST. GEORGE — CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS _____ DAY OF _____ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

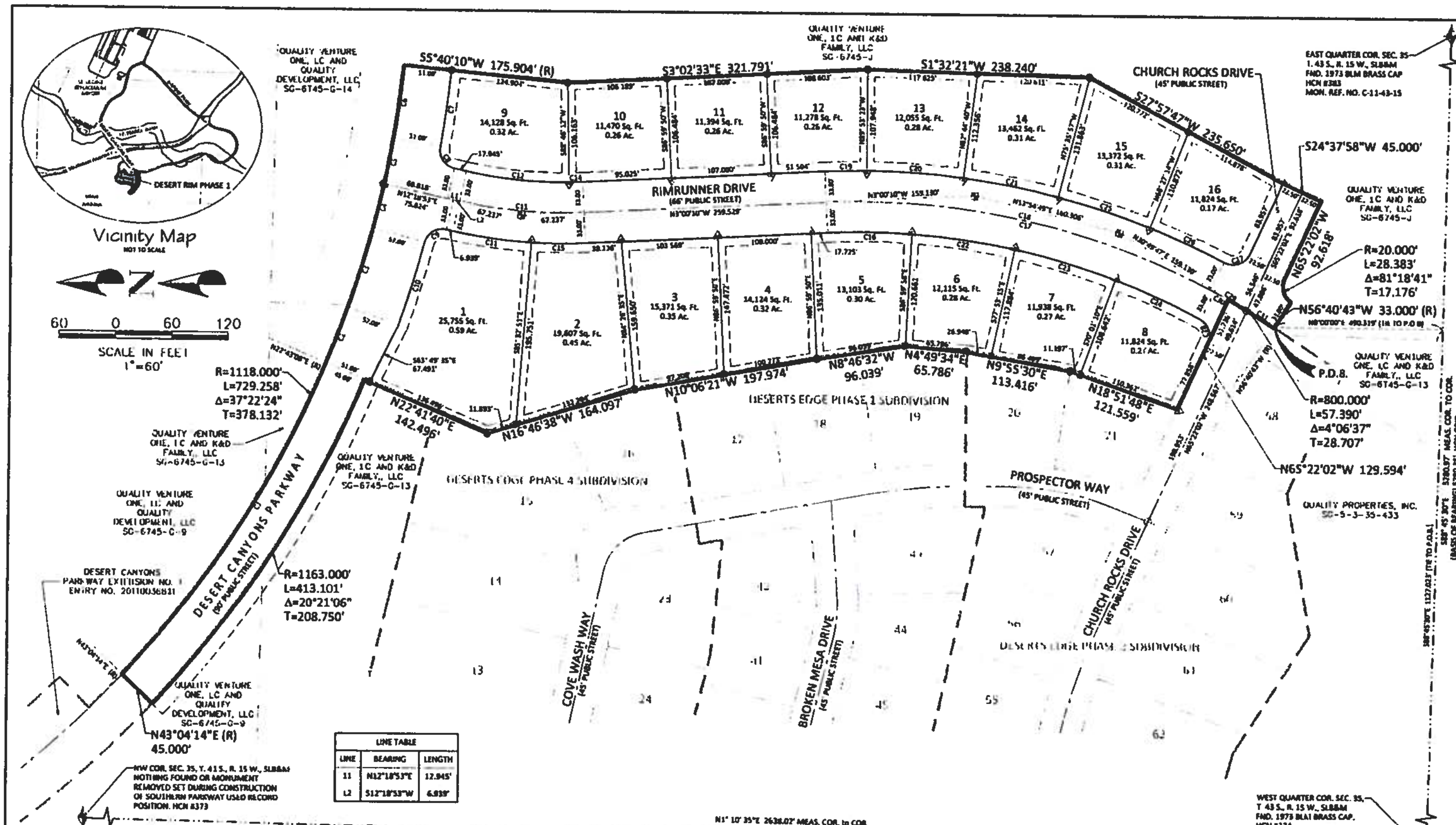
WASHINGTON COUNTY RECORDER

PCR ITEM 3B
Final Plat

PLANNING COMMISSION AGENDA REPORT: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

FINAL PLAT
Desert Rim Phase 1
Case No. 2014-FP-075

Request:	Approval of a 16 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 3630 East Desert Canyons Parkway
Zone:	PD-R
Staff Comments:	All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.
P.C.:	The Planning Commission recommends approval. 1. Subject to legal review



LINE TABLE		
LINE	BEARING	LENGTH
L1	N12°18'53"E	12.945'
L2	S12°18'53"W	6.839'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	1118.00'	397.12'	20°21'06"	200.17'
C2	1118.00'	64.14'	3°17'13"	32.08'
C3	1118.00'	89.27'	4°34'30"	44.66'
C4	1118.00'	49.60'	2°32'31"	14.80'
C5	1118.00'	49.85'	2°33'17"	24.93'
C6	1118.00'	79.28'	4°03'46"	39.66'
C7	1169.00'	82.92'	4°03'51"	41.48'
C8	20.00'	30.52'	87°26'43"	19.13'
C9	20.00'	30.53'	87°27'29"	19.13'
C10	1175.00'	93.82'	4°34'30"	46.94'
C11	533.00'	84.73'	9°06'29"	41.45'
C11	467.00'	110.40'	13°32'41"	55.46'
C11	500.00'	133.67'	15°19'04"	67.24'
C14	467.00'	14.45'	1°46'23"	7.23'
C15	533.00'	57.77'	6°12'35"	28.81'
C16	767.00'	90.66'	6°46'20"	45.38'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C17	800.00'	432.66'	31°00'06"	111.87'
C18	800.00'	427.02'	30°34'58"	118.73'
C19	833.00'	45.26'	3°06'47"	22.64'
C20	833.00'	103.88'	7°08'43"	52.01'
C21	833.00'	103.88'	7°08'43"	52.01'
C22	767.00'	111.68'	8°20'35"	55.94'
C23	767.00'	112.80'	8°25'36"	56.50'
C24	767.00'	99.88'	7°27'35"	50.00'
C25	833.00'	103.88'	7°08'43"	51.01'
C26	833.00'	87.73'	4°02'02"	43.90'
C27	20.00'	32.44'	92°56'50"	21.06'
C28	20.00'	30.24'	86°38'03"	18.86'
C29	800.00'	45.38'	3°14'59"	22.69'
C30	800.00'	16.84'	1°12'22"	8.42'
C31	800.00'	34.79'	2°29'30"	17.40'

LEGEND

- SECTION LINE
- PUBLIC UTILITY EASEMENT
- CENTER LINE
- BOUNDARY LINE
- SECTIONAL MONUMENT AS DESCRIBED HEREON.
- CLASS 6 (REBAR & ALUM. CAP) MONUMENT SET
- CLASS I MON. TO BE SET PER CITY OF ST. GEORGE STANDARDS
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- DSG REBAR AND CAP LS NO. 362255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR TO BE SET IN SIDEWALK ON A 2' EXTENSION OF THE PROPERTY LINE FROM THE FRONT PROPERTY CORNER

GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED.

2. REBAR & CAP MARKED DSG PLS 362255 TO BE PLACED AT REAR LOT CORNER LOCATIONS. CONCRETE ANCHOR TO BE PLACED IN THE SIDEWALK AT A 2' EXTENSION OF PROPERTY LINE FROM THE FRONT PROPERTY CORNER LOCATION (SEE LEGEND FOR PLACEMENT OF FRONT PROPERTY CORNERS).

3. SETBACKS ON ALL LOTS ARE AS FOLLOWS UNLESS OTHERWISE NOTED: 25 FOOT FRONT YARD SETBACK (STREET SIDE), 8 FOOT AND 10 FOOT SIDE YARD SETBACK, AND 10 FOOT REAR YARD SETBACK.

4. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY AGEC INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPLIED IN A REPORT DATED NOVEMBER 19, 2014. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.

5. CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRES ALL RESIDENTIAL SUBDIVISION LOT CORNERS TO BE SET WITH A REBAR AND CAP PRIOR TO OBTAINING A BUILDING PERMIT.

6. ALL REAR LOT AND SIDE YARD DRAINAGE FACILITIES WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST. GEORGE. THE HOME OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF DRAINAGE IMPROVEMENTS THAT CONVEY WATER AWAY FROM THE PARCEL.

7. NO VEHICULAR ACCESS TO DESERT CANYONS PARKWAY FOR LOTS 1 & 9.

8. LOTS 11 - 16 ARE TO BE BUILT AS WALKOUT BASEMENTS ONLY UNLESS OTHERWISE APPROVED BY THE CITY OF ST. GEORGE COMMUNITY DEVELOPMENT DEPARTMENT BASED ON A SITE PLAN THAT MEETS ALL APPLICABLE CITY STANDARDS INCLUDING BUT NOT LIMITED TO GRADING AND SETBACK STANDARDS AND REQUIREMENTS.

9. ROOF DRAIN DOWNSPOUTS FOR DWELLING UNITS CONSTRUCTED ON LOTS 11 - 16 SHALL DRAIN TO THE FRONT YARD UNLESS A PLOT AND GRADING PLAN INDICATING FINISH GRADING WITH "A" TYPE DRAINAGE IS PREPARED AND APPROVED BY THE CITY OF ST. GEORGE COMMUNITY DEVELOPMENT DEPARTMENT FOR EACH LOT.

10. LOTS 1 - 5 SHALL REQUIRE A GRADING AND DRAINAGE PLAN PREPARED BY A LICENSED ENGINEER TO BE SUBMITTED WITH EACH BUILDING PERMIT. GRADING AND DRAINAGE PLAN SHALL INDICATE HOW RUNOFF FROM THE HILLSIDE WILL BE CONVEYED THROUGH THESE LOTS TO THE PUBLIC RIGHT-OF-WAY.

11. LOTS 1 & 8 SHALL HAVE A 20 FOOT SIDE YARD SETBACK ALONG DESERT CANYONS PARKWAY. IN ADDITION, THESE LOTS SHALL NOT HAVE VEHICULAR ACCESS TO DESERT CANYONS PARKWAY.

DEVELOPMENT SOLUTIONS, INC.
CIVIL ENGINEERING LAND SURVEYING LAND PLANNING
113 East 200 North Suite #2 , St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3355
www.developmentsolutions.co

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, AND EASEMENTS HEREAFTER KNOWN AS:

DESERT RIM - PHASE 1

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: ____________________

LEGAL DESCRIPTION:

BEGINNING AT A POINT ON THE ARC OF AN 800.000 FOOT RADIUS NON-TANGET CURVE TO THE LEFT, (RADIUS POINT BEARS NORTH 56°40'43" WEST), SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF THE DESERTS EDGE - PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTRY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°45'30" EAST ALONG THE SECTION LINE, A DISTANCE OF 1127.023 FEET AND NORTH 490.319 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING SOUTH 88°45'30" EAST ALONG THE CENTER SECTION LINE BETWEEN THE WEST ONE-QUARTER CORNER SECTION 35, AND THE EAST ONE-QUARTER CORNER OF SAID SECTION 35), AND RUNNING THENCE ALONG SAID EASTERLY LINE OF DESERTS EDGE - PHASE 1 SUBDIVISION AND THE EASTERLY LINE OF THE DESERTS EDGE - PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTRY RECORDER'S OFFICE, THE FOLLOWING (4) FOUR COURSES: (1) RUNNING ALONG THE ARC OF SAID 800 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04°06'37", A DISTANCE OF 57.39 FEET; (2) NORTH 65°22'02" WEST 129.594 FEET; (3) NORTH 18°51'48" EAST 121.559 FEET; AND (4) NORTH 09°55'30" EAST 113.416 FEET TO THE SOUTHEAST CORNER OF LOT 19, DESERTS EDGE - PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTRY RECORDER'S OFFICE; THENCE ALONG THE EASTERLY BOUNDARY OF SAID DESERTS EDGE - PHASE 1 SUBDIVISION AND THE EASTERLY BOUNDARY OF DESERTS EDGE - PHASE 4 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, AND LINE EXTENDED, THE FOLLOWING (5) FIVE COURSES: (1) NORTH 04°49'34" EAST 65.786 FEET; (2) NORTH 08°46'32" WEST 96.039 FEET; (3) NORTH 10°06'21" WEST 197.974 FEET; (4) NORTH 16°46'38" WEST 164.097 FEET; AND (5) NORTH 22°41'40" EAST 142.496 FEET TO A POINT ON THE ARC OF A 1163.000 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (RADIUS POINT BEARS NORTH 22°43'08" EAST); THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'06", A DISTANCE OF 413.101 FEET TO THE EASTERLY BOUNDARY OF THE DESERT CANYONS PARKWAY EXTENSION NO. 1 ROADWAY DEDICATION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 43°04'14" EAST ALONG SAID BOUNDARY, A DISTANCE OF 45.000 FEET TO A POINT ON THE ARC OF A 1118.000 FOOT RADIUS CURVE NON-TANGENT CURVE TO THE LEFT, (RADIUS POINT BEARS NORTH 43°04'14" EAST); THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°22'24" A DISTANCE OF 729.258 FEET; THENCE SOUTH 05°40'10" WEST 175.904 FEET; THENCE SOUTH 03°02'33" EAST 321.791 FEET; THENCE SOUTH 01°32'21" WEST 238.240 FEET; THENCE SOUTH 27°57'47" WEST 235.650 FEET; THENCE SOUTH 24°37'58" WEST 45.000 FEET; THENCE NORTH 65°22'02" WEST 92.618 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 81°18'41", A DISTANCE OF 28.383 FEET; THENCE NORTH 56°40'43" WEST 33.000 FEET TO THE POINT OF BEGINNING.

CONTAINS 324,239 SQ. FT. (7.444 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS HEREAFTER KNOWN AS:

DESERT RIM - PHASE 1

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, PUBLIC STREETS, AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OF DESERT RIM SUBDIVISION, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS_____DAY OF__________, 20___, AS ENTRY NO.__________________, SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS____DAY OF ________________, 2015.

____
QUALITY VENTURE ONE, LC
BY: ED BURGESS, MANAGER

____
QUALITY PROPERTIES, INC.
BY: ED BURGESS, PRESIDENT

____
QUALITY DEVELOPMENT, LLC
BY: ED BURGESS, MANAGER

____
K & D FAMILY, LLC
BY: MICHAEL SINGLETON, MANAGER

Subdivision Final Plat for

DESERT RIM - PHASE 1

Located in the Northwest Quarter of Section 35, Township 43 South, Range 15 West, SLB&M

SHEET 1 OF 2

APPROVAL OF THE PLANNING AND ZONING MANAGER

I, PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF ________ A.D. 20___, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

____
PLANNING AND ZONING MANAGER
CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS____ DAY OF __________, A.D. 20___

____
ENGINEER
CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____ DAY OF _________, A.D. 20___

____
CITY ATTORNEY
CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE ____ DAY OF __________ A.D. 20___ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

____
CHAIRMAN PLANNING COMMISSION
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF ________ A.D. 20___ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

____________________ ____________________
ATTEST: CITY RECORDER
CITY OF ST. GEORGE
MAYOR
CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF ________ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

____
WASHINGTON COUNTY TREASURER

RECORDED NUMBER

____
WASHINGTON COUNTY RECORDER

NOTIFICATION AND CONSENT TO IMACT FEE OBLIGATION:

THE OWNERS AND MORTGAGEES, BY SIGNING THIS PLAT DO HEREBY CONFIRM THAT, NOTWITHSTANDING ANY SUBSEQUENT INSTRUMENT RECORDED WITH RESPECT TO SAID TRACT, THERE SHALL BE WATER AVAILABILITY FEES DUE AND PAYABLE ON THE LOTS WITHIN SAID TRACT UPON THE FIRST TO OCCUR OF THE FOLLOWING EVENTS:

a) THE SALE OF THE LOT TO A THIRD PARTY BY THE OWNER, OR ANY SUCCESSOR IN INTEREST THERETO;
b) THE ISSUANCE OF A BUILDING PERMIT FOR CONSTRUCTION ON THE ANY PORTION OF THE TRACT; OR
c) THREE YEARS FROM THE DATE OF THE RECORDING OF THIS PLAY AS SET FORTH IN A PROMISSORY NOTE AND SECURITY AGREEMENT EXECUTED AND RECORDED WITH THIS SUBDIVISION PLAT.

ACKNOWLEDGEMENT BY WASHINGTON COUNTY WATER CONSERVANCY DISTRICT:

THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT HEREBY ACKNOWLEDGES THE NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION ON THIS PLAT.

_____
BARBARA G. HJELLE, ASSISTANT GENERAL MANAGER
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

STATE OF UTAH
WASHINGTON COUNTY } S.S.

ON THE _____ DAY OF _____, 20___ PERSONALLY APPEARED BEFORE ME, BARBRA G. HJELLE, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SIGNED THE FOREGOING DOCUMENT AND ACKNOWLEDGED BEFORE ME THAY SHE SIGNED IT VOLUNTARILY FOR ITS STATED PURPOSE.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE_____DAY OF ____, 20____, PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE MANAGER OF QUALITY VENTURE ONE, LC, A UTAH LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY ITS OPERATING AGREEMENT, AND HE/SHE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON S.S.

ON THE_____DAY OF ____, 20____, PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE MANAGER OF QUALITY DEVELOPMENT, L.L.C., A UTAH LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY ITS OPERATING AGREEMENT, AND HE/SHE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE ____DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF QUALITY PROPERTIES, INC., A UTAH CORPORATION, AND THAT THE FOREGOING OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BY-LAWS (OR BY A RESOLUTION OF ITS BOARD OF DIRECTORS), AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS_____DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, MICHAEL SINGLETON, WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE MANAGER OF K & D FAMILY, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY ITS OPERATING AGREEMENT, AND HE/SHE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, ED BURGESS, MANAGING MEMBER OF QUALITY VENTURE ONE, LC., DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

_____
QUALITY VENTURE ONE, LC
BY: ED BURGESS, MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS _____ DAY OF _____, 20___A.D., PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF QUALITY VENTURE ONE, LC, AND THAT HE EXECUTED THE FOREGOING OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF QUALITY VENTURE ONE, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

_____
NOTARY PUBLIC

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, ED BURGESS, PRESIDENT OF QUALITY PROPERTIES, INC., DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

_____
QUALITY PROPERTIES, INC.
BY: ED BURGESS, PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF QUALITY PROPERTIES, INC., A UTAH CORPORATION, AND THAT THE FOREGOING OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BY-LAWS (OR BY A RESOLUTION OF ITS BOARD OF DIRECTORS), AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, MICHAEL SINGLETON, MANAGING MEMBER OF K & D FAMILY, LLC., DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

_____
K & D FAMILY, L.L.C.
BY: MICHAEL SINGLETON, MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS _____ DAY OF _____, 20___A.D., MICHAEL SINGLETON, PERSONALLY APPEARED BEFORE ME, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF K&D FAMILY, LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF K & D FAMILY, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, ED BURGESS, MANAGING MEMBER OF QUALITY DEVELOPMENT, L.L.C., DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

_____
QUALITY DEVELOPMENT, L.L.C.
BY: ED BURGESS, MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS _____ DAY OF _____, 20___A.D., PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF QUALITY DEVELOPMENT, L.L.C., AND THAT HE EXECUTED THE FOREGOING OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF QUALITY DEVELOPMENT, L.L.C., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

_____
NOTARY PUBLIC

MORTGAGEE CONSENT TO RECORD

WE, KERRY HOLT FARMS, LTD., A UTAH LIMITED PARTNERSHIP, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT TO THE RECORDING OF THIS PLAT AND THE RECORDING OF THE COVENANTS, CONDITIONS AND RESTRICTIONS DESCRIBED ON THIS PLAT AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

_____
BY: KERRY HOLT
TITLE: GENERAL PARTNER

LIMITED PARTNERSHIP ACKNOWLEDGMENT (CONSENT)

STATE OF UTAH
COUNTY OF WASHINGTON } S.S

ON THIS ___ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, KERRY HOLT, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE GENERAL PARTNER OF KERRY HOLT FARMS, LTD., A UTAH LIMITED PARTNERSHIP AND THAT HE EXECUTED THE FOREGOING MORTGAGEE'S CONSENT TO RECORD ON BEHALF OF SAID PARTNERSHIP AND IS AUTHORIZED AND EMPOWERED TO DO SO BY THE EXPRESS CONSENT OF ALL THE LIMITED PARTNERS OR THE ACT IS FOR CARRYING ON THE PARTNERSHIP BUSINESS IN THE USUAL WAY.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(IF ABOVE INFORMATION IS PROVIDED,
NO STAMP IS REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES

WE, KERRY HOLT FARMS, LTD., A UTAH LIMITED PARTNERSHIP, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

_____
BY: KERRY HOLT
TITLE: GENERAL PARTNER

LIMITED PARTNERSHIP ACKNOWLEDGMENT (WATER IMPACT FEES)

STATE OF UTAH
COUNTY OF WASHINGTON } S.S

ON THIS ___ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, KERRY HOLT, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE GENERAL PARTNER OF KERRY HOLT FARMS, LTD., A UTAH LIMITED PARTNERSHIP AND THAT HE EXECUTED THE FOREGOING MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES ON BEHALF OF SAID PARTNERSHIP AND IS AUTHORIZED AND EMPOWERED TO DO SO BY THE EXPRESS CONSENT OF ALL THE LIMITED PARTNERS OR THE ACT IS FOR CARRYING ON THE PARTNERSHIP BUSINESS IN THE USUAL WAY.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(IF ABOVE INFORMATION IS PROVIDED,
NO STAMP IS REQUIRED PER UTAH CODE,
TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

Subdivision Final Plat for

DESERT RIM - PHASE 1

Located in the Northwest Quarter of Section 35,
Township 43 South, Range 15 West, SLB&M

PCR ITEM 3C
Final Plat

PLANNING COMMISSION AGENDA REPORT: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

FINAL PLAT
Estancia Phase 1
Case No. 2015-FP-017

Request:	Approval of an 1 Lot Residential Condominium Subdivision Final Plat
Representative:	Michael Purdy, Cornerpoint 2075 So. Sir Monte Drive St. George, UT 84770
Property:	Located at approximately 1145 South Plantations Drive (in the Green Valley area)
Zone:	PD-R
Staff Comments:	All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.
P.C.:	The Planning Commission recommends approval. 1. Subject to legal review

SURVEYOR'S CERTIFICATE

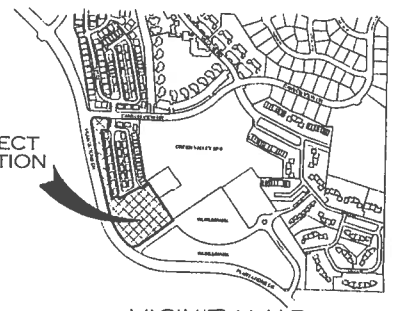
I, MICHAEL W. PURDY ,ST. GEORGE , UTAH DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER 334571. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS CONDOMINIUM PLAT UPON WHICH WILL BE CONSTRUCTED A CONDOMINIUM PROJECT TO BE KNOWN AS:

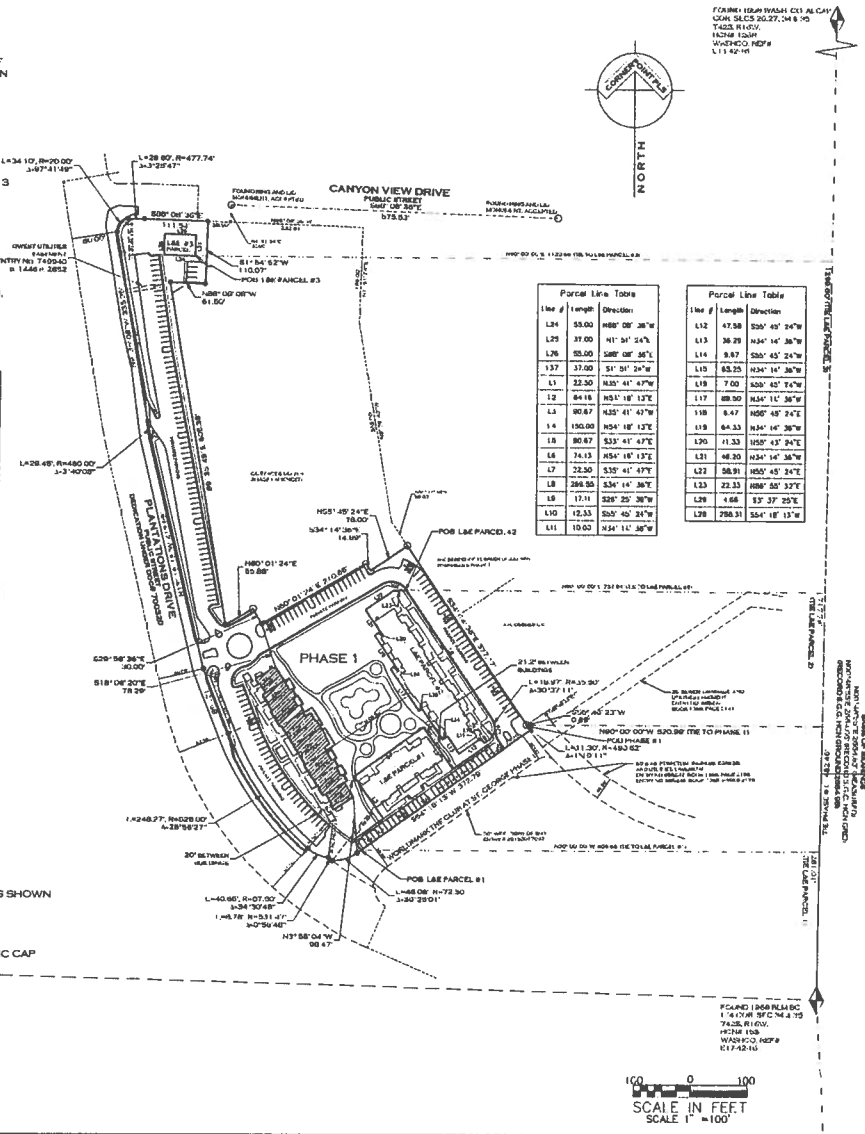
"ESTANCIA PHASE 1"

THAT SAID CONDOMINIUM PLAT COMPRISING OF FOUR PAGES IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13 (1) OF THE CONDOMINIUM OWNERSHIP ACT.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE AND MARK ON THE GROUND THE SUBJECT PARCEL AS SHOWN ON THIS PLAT AT THE REQUEST OF THE CLIENT . ALL CORNERS ARE SET AND FOUND AS SHOWN. THE BASIS OF BEARING FOR THIS SURVEY IS N00°48'55"E BETWEEN FOUND MONUMENTATION AT THE EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN AS PER ST. GEORGE CITY HCN.





Parcel Line Table		
Line #	Length	Direction
L24	53.00	N88° 08' 36"W
L25	37.00	N1° 51' 24"E
L26	53.00	S88° 08' 36"E
L37	37.00	S1° 51' 24"W
L1	22.50	N35° 41' 47"W
L2	64.16	N54° 18' 13"E
L3	90.67	N35° 41' 47"W
L4	150.00	N54° 18' 13"E
L5	90.67	S35° 41' 47"E
L6	74.13	N54° 18' 13"E
L7	22.50	S35° 41' 47"E
L8	288.55	S34° 14' 36"E
L9	17.11	S26° 25' 39"W
L10	12.33	S55° 45' 24"W
L11	10.00	N34° 14' 36"W

Parcel Line Table		
Line #	Length	Direction
L12	47.58	S55° 45' 24"W
L13	36.29	N34° 14' 36"W
L14	9.67	S55° 45' 24"W
L15	65.25	N34° 14' 36"W
L16	7.00	S55° 45' 24"W
L17	89.50	N34° 14' 36"W
L18	9.47	N55° 45' 24"E
L19	64.33	N34° 14' 36"W
L20	11.33	N55° 45' 24"E
L21	46.20	N34° 14' 36"W
L22	58.91	N55° 45' 24"E
L23	22.33	N86° 55' 22"E
L29	4.66	S3° 37' 25"E
L28	288.31	S54° 18' 13"W

LEGEND

- FOUND SECTIONAL MONUMENTATION AS SHOWN
- FOUND MONUMENT AS SHOWN
- TO BE SET 5/8" x 36" REBAR WITH PLASTIC CAP MARKED PLS 334571 (TO BE SET)
- SECTION LINE
- SUBJECT PROPERTY LINE
- ROAD CENTERLINE
- ADJOINING PARCELS
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

ESTANCIA PHASE 1 DESCRIPTION

BEGINNING AT A POINT BEING N00°48'55"E 482.46 FEET ALONG THE SECTION LINE AND WEST 520.99 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING BEING ON A NON-TANGENT 490.62 FOOT RADIUS CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°46'23"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 11.30 FEET THOUGH A CENTRAL ANGLE OF 1°19'11"; THENCE S54°18'13"W 372.79 FEET TO THE POINT OF CURVATURE OF A 72.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE 46.08 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°25'01" TO A POINT ON A 531.47 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT , WHOSE RADIUS POINT BEARS N37°15'47"E; THENCE 8.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°56'48" TO A POINT ON A 67.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N7°02'10"E ; THENCE 40.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°30'48" TO THE POINT OF COMPOUND CURVATURE OF A 528.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 249.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°56'27", THENCE N21°30'35"W 121.68 FEET; THENCE N13°15'15"W 413.68 FEET TO THE POINT OF CURVATURE OF A 460.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 29.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°40'05", THENCE N9°35'06"W 335.35 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 34.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 97°41'49" TO THE POINT OF COMPOUND CURVATURE OF A 477.74 FOOT RADIUS CURVE; THENCE 28.60 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°25'47"; THENCE S88°08'36"E 111.54 FEET; THENCE S1°54'52"W 110.07 FEET; THENCE N88°05'08"W 61.50 FEET; THENCE S9°35'49"E 605.38 FEET; THENCE N60°01'24"E 55.88 FEET; THENCE S29°58'36"E 30.00 FEET; THENCE N60°01'24"E 210.66 FEET; THENCE S34°14'36"E 14.89 FEET; THENCE N55°45'24"E 78.00 FEET; THENCE S34°14'36"E 377.17 FEET; THENCE S55°46'23"W 0.89 FEET TO THE POINT OF BEGINNING.
CONTAINS 5.701 ACRES
LESS AND EXCEPTING THE FOLLOWING THREE PARCELS;

L&E PARCEL #1: (FUTURE PHASE)
BEGINNING AT A POINT BEING N00°48'55"E 261.01 FEET AND WEST 906.66 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N35°41'47"W 22.50 FEET; THENCE N54°18'13"E 64.16 FEET; THENCE N35°41'47"W 90.67 FEET; THENCE N54°18'13"E 150.00 FEET; THENCE S35°41'47"E 90.67 FEET; THENCE N54°18'13"E 74.15 FEET; THENCE S35°41'47"E 22.50 FEET; THENCE S54°18'13"W 288.31 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.461 ACRES (20086.96 SF.)

L&E PARCEL #2 (FUTURE PHASE)
BEGINNING AT A POINT BEING N00°48'55"E 717.74 FEET AND WEST 737.94 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S34°14'36"E 269.55 FEET TO THE POINT OF CURVATURE OF A 35.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE 18.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°37'11"; THENCE S03°37'25"E 4.66 FEET; THENCE S26°25'39"W 17.11 FEET; THENCE S55°45'24"W 12.33 FEET; THENCE N34°14'36"W 10.00 FEET; THENCE S55°45'24"W 47.58 FEET; THENCE N34°14'36"W 36.29 FEET; THENCE S55°45'24"W 9.67 FEET; THENCE N34°14'36"W 65.25 FEET; THENCE S55°45'24"W 7.00 FEET; THENCE N34°14'36"W 89.50 FEET; THENCE N55°45'24"E 9.47 FEET; THENCE N34°14'36"W 64.33 FEET; THENCE N55°45'24"E 11.33 FEET; THENCE N34°14'36"W 46.20 FEET; THENCE N55°45'24"E 58.91 FEET; THENCE N86°55'22"E 22.33 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.625 ACRES (27227.94 SF.)

L&E PARCEL #3 (FUTURE PHASE)
BEGINNING AT A POINT BEING N00°48'55"E 1299.60 FEET AND WEST 1120.66 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N88°08'36"W 55.00 FEET; THENCE N01°51'24"E 37.00 FEET; THENCE S88°08'36"E 55.00 FEET; THENCE S01°51'24"W 37.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.047 ACRES (2035 SF.)

(TOTAL COMBINED AREA 5.701 ACRES, AREA LESS L&E PARCELS 4.568 ACRES)
CONTAINS 4.568 ACRES

ESTANCIA PHASE 1

LOCATED IN THE SE QUARTER OF SECTION 34,
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN,
WASHINGTON COUNTY, UTAH

(OF 4

APPROVAL OF THE PLANNING AND ZONING MANAGER	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
I THE PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF _____ A.D. 20____ REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMEND THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____ A.D. 20 ___	APPROVED AS TO FORM, THIS THE ____ DAY OF _____ A.D. 20___	ON THIS THE ____ DAY OF _____, A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST.GEORGE, UTAH	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL RECORD IN THE MINUTES OF S'D MEETING OF THE _____ DAY OF _____, A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO	I WASHINGTON COUNTY TREASURER, CERTIFY ON THIS THE ____ DAY OF _____ A.D. 20____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
PLANNING AND ZONING MANAGER CITY OF ST. GEORGE	ENGINEER CITY OF ST. GEORGE	CITY ATTORNEY CITY OF ST. GEORGE	CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE	ATTEST: CITY RECORDER CITY OF ST. GEORGE MAYOR CITY OF ST. GEORGE	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

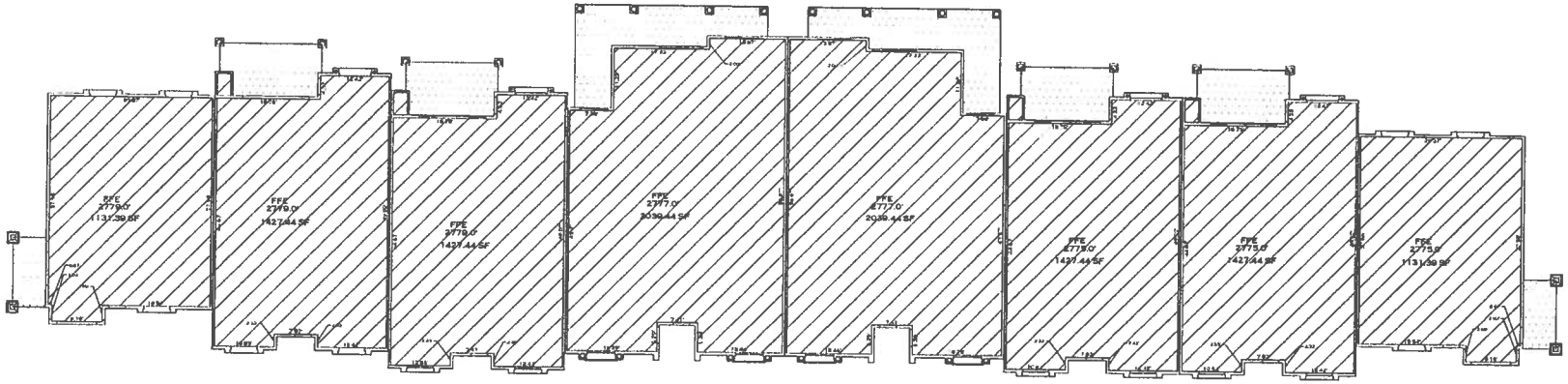
No.	Description of Revisions	Date	By

CORNERPOINT
PROFESSIONAL LAND SURVEYS INC
2075 So. Sir Monte Drive, St. George, Ut 84770
Cell (435) 619-5528
mike.cpsurveying@gmail.com

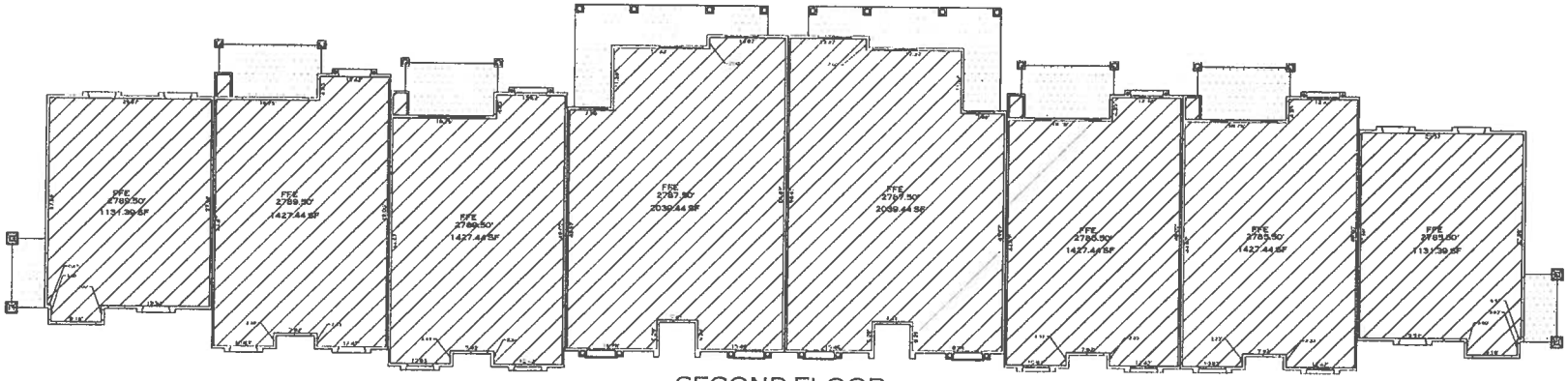
CONDOMINIUM PLAT
ESTANCIA PHASE 1
LOCATED IN NE 1/4 SECTION 34
TOWNSHIP 42 SOUTH, RANGE 16 WEST SL B&M

05-18-2015

Project ESTANCIA
File :ESTANCIA-PHASE 1
Date MAY. 08, 2015
Drafted by :
Reviewer by MWP
Scale :
Sheet No.



FIRST FLOOR



SECOND FLOOR

PRIVATE AREA

LIMITED COMMON AREA

COMMON AREA

ESTANCIA PHASE 1

LOCATED IN THE SE QUARTER OF SECTION 34,
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN,
WASHINGTON COUNTY, UTAH

SCALE: 1"= 10'

No.	Description of Revisions	Date	By

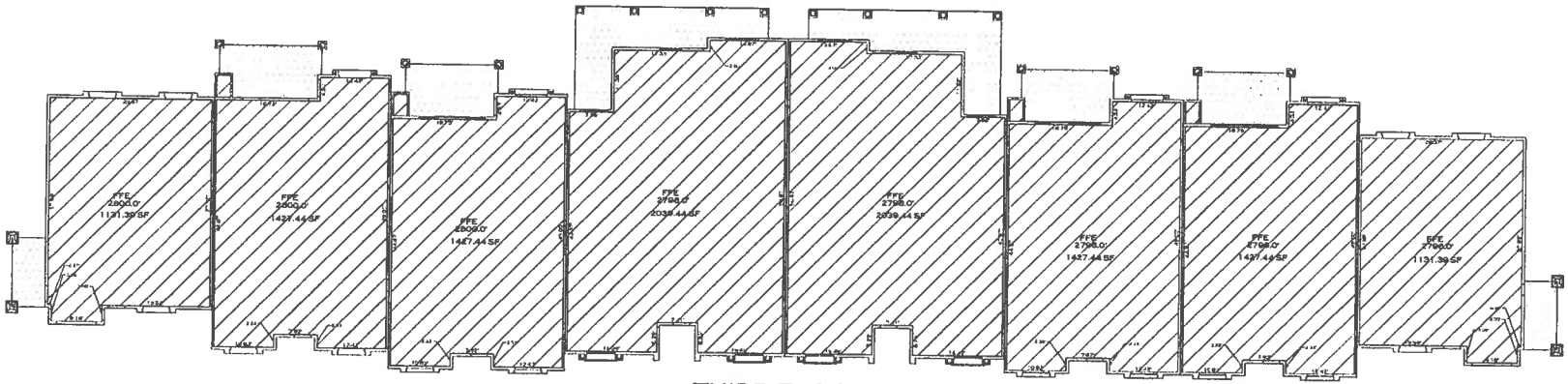
CORNERPOINT
PROFESSIONAL LAND SURVEYS INC.
2075 So. Sir Monte Drive, St. George, Ut 84770
Cell (435) 619-5528
mike.cpsurveyor@gmail.com

CONDOMINIUM PLAT
ESTANCIA PHASE 1
LOCATED IN NE 1/4 SECTION 34
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M

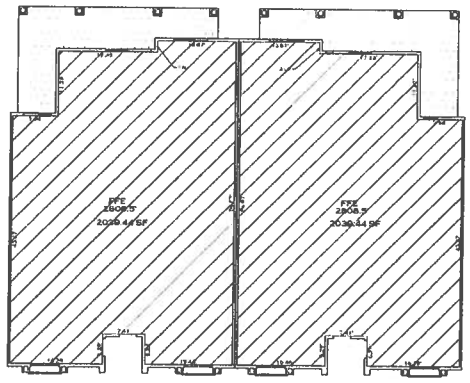
Project ESTANCIA
File :ESTANCIA-PHASE 1
Date MAY. 08, 2015
Drafted by :
Review by MWP

Scale :

Sheet No.



THIRD FLOOR



FOURTH FLOOR

PRIVATE AREA

LIMITED COMMON AREA

COMMON AREA

ESTANCIA PHASE 1

LOCATED IN THE SE QUARTER OF SECTION 34,
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN,
WASHINGTON COUNTY, UTAH

SCALE: 1"=10'

No.	Description of Revisions	Date	By

CORNERPOINT
PROFESSIONAL LAND SURVEYS INC.
2075 So. Sir Morris Drive, St. George, Ut 84770
Cell (435) 619-5528
mike.cpsurveying@gmail.com

CONDOMINIUM PLAT
ESTANCIA PHASE 1
LOCATED IN NE 1/4 SECTION 34
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M

Project ESTANCIA
File :ESTANCIA-PHASE 1
Date MAY. 08, 2015
Drafted by
Review by MWP
Scale :
Sheet No.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF WASHINGTON } SS.

ON THE _____ DAY OF _____ 2015, PERSONALLY APPEARED BEFORE ME STEVEN JAMES PARK WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE MANAGER OF ESTANCIA RESORT DEVELOPMENT LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT HE EXECUTED THE FORGOING PLAT IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF ESTANCIA RESORT DEVELOPMENT LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

FULL NAME SIGNATURE: _____

FULL NAME PRINTED: _____

COMMISION NO: _____

A NOTARY PUBLIC COMMISIONED

INTHE STATE OF"_____

MY COMMISION EXPIRES _____

STAMP NOT REQUIRED PER UTAH CODE (TITLE 46 CHAPTER 1 SEC 16)

GENERAL NOTES AND RESTRICTIONS

1. ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST.GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION UNLESS OTHERWISE APPROVED AND ACCEPTED BY THE CITY OF ST. GEORGE AS PUBLIC.

2. ALL SEWER, POWER AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY THE CITY OF ST.GEORGE UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE CITY OF ST. GEORGE. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.

3. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, PARKING, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.

4. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.

5. THE RECORDING OF THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN ALL COMMON AND LIMITED COMMON AREAS WITHIN THIS SUBDIVISION FOR INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, AND POWER, AND FOR SEWER AND DRAINAGE IMPROVEMENTS.

6. THE BASIS OF BEARINGS IS N00°48'55"E BETWEEN FOUND MONUMENTATION AT THE EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN AS PER ST. GEORGE CITY HCN.

7. NO DWELLING OR STRUCTURE SHALL BE CONSTRUCTED OUTSIDE OF THE PRIVATE OWNERSHIP PAD AREA.

8. SET BACKS ON ALL LOTS ARE AS FOLLOWS UNLESS OTHERWISE NOTED: 20 FOOT FRONT YARD SETBACK, 20 FOOT SIDE YARD SETBACK, 40 FOOT REAR YARD SETBACK.

9. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY _____. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED _____. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.

10. CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRES ALL CONDOMINIUM BUILDING PADS TO BE SET WITH HUBS PRIOR TO TO OBTAINING A BUILDING PERMIT.

11. ROTATION NOTE:

ALL BEARINGS ARE ST. GEORGE CITY H.C.N. BEARINGS. ROTATE ALL BEARINGS 1°21'45" CLOCKWISE TO MATCH THE COTTAGES SOUTH TOWNHOMES.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO PRIVATE, COMMON, AND LIMITED COMMON AREAS, TO BE HEREAFTER KNOWN AS:

"ESTANCIA PHASE 1"

DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AND LIMITED COMMON AREAS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DEDICATION OF SAID COMMON AND LIMITED COMMON AREAS AS MORE FULLY PROVIDED IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" APPLICABLE TO ENTRY NO.____

AND ANY AMENDMENTS THERETO, SAID DECLARATION AND ANY AMENDMENTS THERETO ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHT AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE, EASEMENTS OVER, ON, UNDER AND ACROSS ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE ROADWAYS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE, THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL EASEMENTS GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2015.

ESTANCIA RESORT DEVELOPMENT, L.L.C.,
A UTAH LIMITED LIABILITY COMPANY

_____

MANAGER

ESTANCIA PHASE 1

LOCATED IN THE SE QUARTER OF SECTION 34,
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN,
WASHINGTON COUNTY, UTAH

No.	Description of Revisions	Date	By

CORNERPOINT
PROFESSIONAL LAND SURVEYS INC.
2075 So. Sir Monte Drive, St. George, Ut 84770
Cell (435) 619-5528
mike.cpsurveying@gmail.com

CONDOMINIUM PLAT
ESTANCIA PHASE 1
LOCATED IN NE 1/4 SECTION 34
TOWNSHIP 42 SOUTH, RANGE 16 WEST SL B&M

Project ESTANCIA
File :ESTANCIA-PHASE 1
Date MAY. 08, 2015
Drafted by :
Review by MWP

Scale

Sheet No.

PCR ITEM 3D
Final Plat

PLANNING COMMISSION AGENDA REPORT: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

FINAL PLAT
Stone Cliff Subdivision Phase 13
Case No. 2015-FP-032

Request:	Approval of an 8 Lot Residential Subdivision Final Plat
Representative:	Ried Pope, L.R. Pope Engineering 1240 East 100 South #15-B St. George, UT 84790
Property:	Located at approximately 2630 East and 1710 South (Stone Cliff Development – Flint Street)
Zone:	PD-R
Staff Comments:	All aspects of this Final Plat were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.
P.C.:	The Planning Commission recommends approval. 1. Subject to legal review

GRAPHIC SCALE

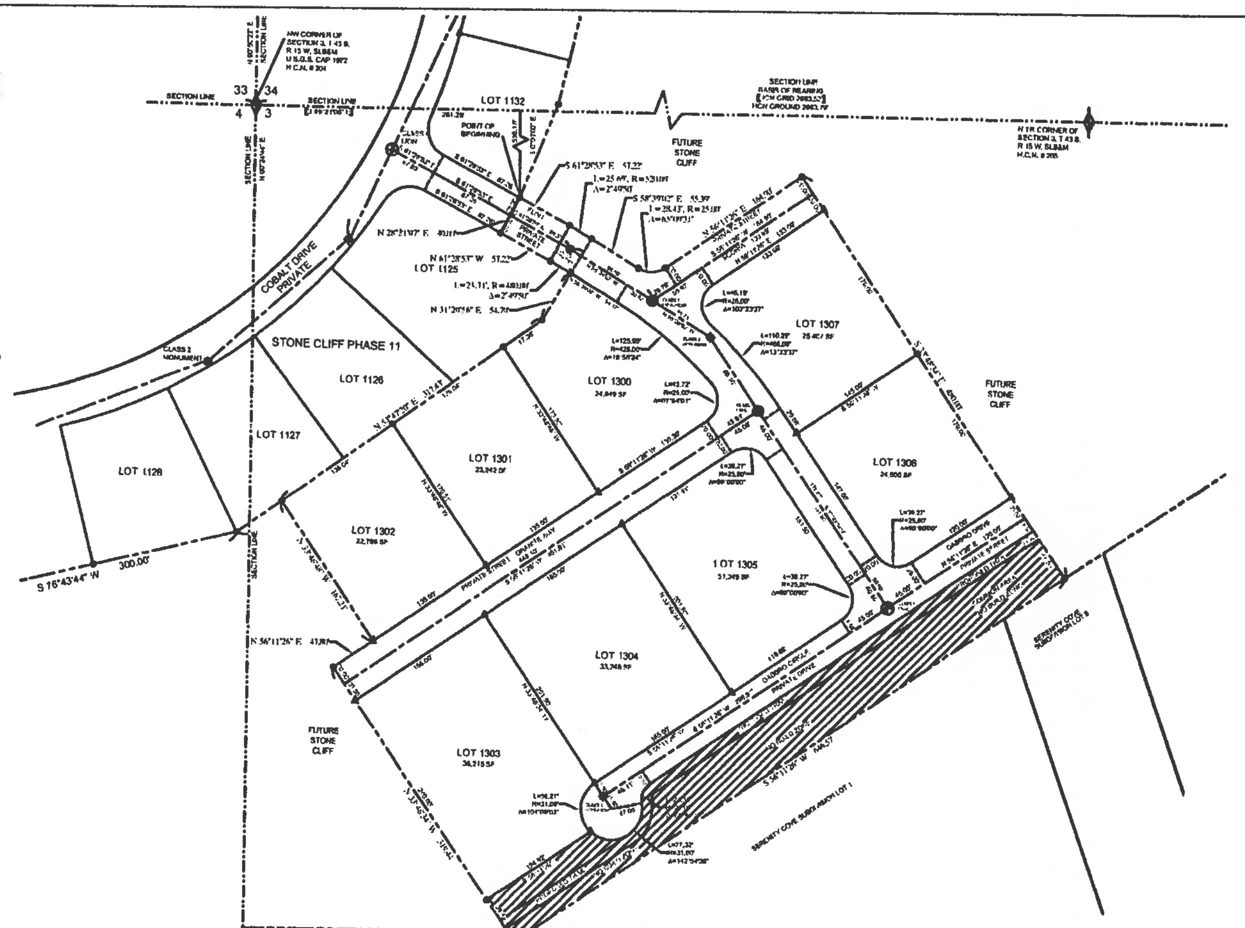
(IN FEET)
1 inch = 60 ft.

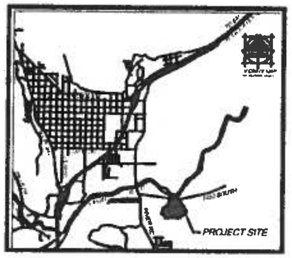
SETBACK REQUIREMENTS

FRONT SETBACKS	20 FOOT
SIDE SETBACKS	10 FOOT
REAR SETBACKS	10 FOOT

LEGEND

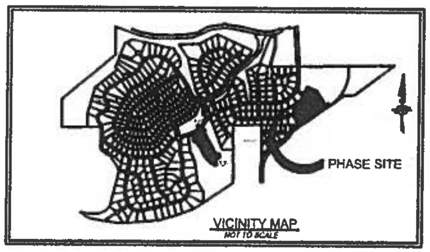
- ALL BOUNDARY AND LOT CORNERS TO BE SET WITH 5/8" REBAR & PLASTIC CAP-LS #153089 UNLESS NOTED OTHERWISE
- EXISTING SECTIONAL MONUMENTATION
- CLASS I SURVEY MONUMENT (RING & LID) TO BE SET
- EXISTING CLASS I SURVEY MONUMENT (RING & LID)
- CLASS II SURVEY MONUMENT TO BE SET (REBAR & ALUM. CAP)
- BOUNDARY CORNER NOT SET
- FRONT OFFSET CORNERS TO BE SET IN TBC WITH PK NAILS ON 0.25' OFFSETS ON EXTENSION OF PROPERTY LINE
- [100.00'] GRID DISTANCE
- [N 15°28'20" E] GRID BEARINGS
- COMMON AREA (NO BUILD ZONE)





GEOTECHNICAL NOTE:

A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY KLEINFELDER, INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLAT WORK ARE COMPILED IN A REPORT DATED JULY 22, 1997; PROJECT #33-301301. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES AND RESTRICTIONS

1. ALL SEWER AND DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST. GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION UNLESS OTHERWISE APPROVED AND ACCEPTED BY THE CITY OF ST. GEORGE AS PUBLIC.

2. ALL WATER AND POWER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY THE CITY OF ST. GEORGE AND DIXIE REA-POWER IN SOME AREAS, RESPECTIVELY, UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE CITY OF SAINT GEORGE. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.

3. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE AND/OR (DIXIE REA-POWER AREAS) IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.

4. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE DIXIE POWER AND/OR THE CITY OF SAINT GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.

5. BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED ON THE PRIVATE STREETS AND 7.5' WIDE ALONG ALL SIDE AND REAR LOT LINES AND 10.0' ALONG LOT STREET FRONTAGES WITHIN THIS SUBDIVISION FOR INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL PUBLIC UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, POWER, AND FOR SEWER AND DRAINAGE IMPROVEMENTS.

6. ALL BEARINGS ARE ST. GEORGE N.C.H. GRID BEARINGS AND ALL DISTANCES ON PLAT ARE GROUND DISTANCES UNLESS NOTED OTHERWISE.

7. THE CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRES ALL RESIDENTIAL SUBDIVISION LOT CORNERS TO BE SET WITH A REBAR & CAP PRIOR TO OBTAINING A BUILDING PERMIT.

8. ALL ROCK WALLS ARE PRIVATE AND ALL ROCK WALL REPAIR AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNER/HOMEOWNERS ASSOCIATION. SAID OWNER/HOMEOWNERS ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ROCK WALLS LOCATED WITHIN THIS SUBDIVISION.

SURVEYOR'S CERTIFICATE

I, LLOYD REED POPE, HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION #153089 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, EASEMENTS, COMMON AREA AND PRIVATE STREETS TO BE KNOWN AS:

STONE CLIFF - PHASE 13

AND THAT THE SAME HAS BEEN CORRECTLY STAKED ON THE GROUND AS SHOWN ON THIS PLAT

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1132 OF STONE CLIFF PHASE 11, SAID POINT BEING SOUTH 89°21'10" EAST 281.28 FEET ALONG THE SECTION LINE AND SOUTH 0°00'07" EAST 166.16 FEET FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 61°28'53" EAST 51.22 FEET TO THE POINT OF A 520.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 2°49'50" AND 25.69 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 58°39'02" EAST 55.39 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 65°09'31" AND 28.43 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 56°11'28" EAST 164.90 FEET; THENCE SOUTH 33°48'34" EAST 480.00 FEET; THENCE SOUTH 56°11'28" WEST 444.57 FEET; THENCE NORTH 89°14'59" WEST 18.42 FEET; THENCE NORTH 33°48'34" WEST 319.44 FEET; THENCE NORTH 56°11'26" EAST 41.80 FEET; THENCE NORTH 33°48'40" WEST 181.21 FEET TO A POINT ON THE EAST BOUNDARY OF STONE CLIFF PHASE 11; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING FIVE COURSES: NORTH 54°47'20" EAST 317.43 FEET; THENCE NORTH 11°20'56" EAST 54.79 FEET TO A POINT ON A 480.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO RADIUS POINT IS S 11°29'53" W); THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 2°49'50" AND 23.71 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE NORTH 61°28'53" WEST 57.22 FEET; THENCE NORTH 28°31'07" EAST 40.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.488 ACRES

____
LLOYD REED POPE-PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR NO. 153089

DATE: ____________

#153089 LLOYD REED POPE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, EASEMENTS, COMMON AREA AND PRIVATE STREETS TO BE HEREAFTER KNOWN AS:

STONE CLIFF - PHASE 13

DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL PRIVATE ROADS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION OF SAID COMMON AND LIMITED COMMON AREAS AS MORE FULLY PROVIDED IN THE "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS" APPLICABLE TO THE STONE CLIFF DEVELOPMENT DATED MARCH 23, 1995 AND RECORDED CONCURRENTLY WITH THE PLAT OF STONE CLIFF PHASE I. SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHTS AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE, EASEMENTS OVER ON, UNDER AND ACROSS ALL COMMON AND PRIVATE STREETS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL EASEMENTS GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS.

TRAVELLER/STONE CLIFF L.C.
____
(A UTAH LIMITED LIABILITY COMPANY)

____
KAY H. TRAVELLER - PRESIDENT
OF STONE CLIFF DEVELOPMENT INC., MANAGING MEMBER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE ___ DAY OF ________, 2015, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KAY H. TRAVELLER, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF STONE CLIFF DEVELOPMENT INC., MANAGING MEMBER OF TRAVELLER/STONE CLIFF L.C. AND THAT HE EXECUTED THE FOREGOING OWNERS DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF TRAVELLER/STONE CLIFF L.C., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

____
NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME ____________
COMMISSION NUMBER ____________
MY COMMISSION EXPIRES ____________

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

L. R. POPE ENGINEERING INC.

STONE CLIFF SUBDIVISION - PHASE 13

LOCATED IN THE NORTHWEST CORNER OF SECTION 3 TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 2

APPROVAL OF PLANNING AND ZONING MANAGER	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY ST. GEORGE CITY	TREASURER APPROVAL	RECORDED NUMBER
I, PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE ___ DAY OF ________ A.D. 2015, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT. ______ PLANNING AND ZONING MANAGER CITY OF ST. GEORGE	THE HERON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ___ DAY OF ________ A.D. 2015. ______ ENGINEER CITY OF ST. GEORGE	APPROVED AS TO FORM, THIS THE ___ DAY OF ________ A.D. 2015. ______ CITY ATTORNEY CITY OF ST. GEORGE	ON THIS THE ___ DAY OF ________, A.D. 2015, THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT. ______ CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE	WE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING OF THE ___ DAY OF ________ A.D. 2015, HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO. ______ ATTEST: CITY RECORDER CITY OF ST. GEORGE ______ MAYOR CITY OF ST. GEORGE	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ___ DAY OF ________ A.D. 2015 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL. ______ WASHINGTON COUNTY TREASURER	

NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION

THE OWNERS AND MORTGAGEES, BY SIGNED THIS PLAT DO HEREBY CONFIRM THAT, NOTWITHSTANDING ANY SUBSEQUENT INSTRUMENT RECORDED WITH RESPECT TO SAID TRACT, THERE SHALL BE WATER AVAILABILITY FEES DUE AND PAYABLE ON THE LOTS WITHIN SAID TRACT UPON THE FIRST TO OCCUR OF THE FOLLOWING EVENTS:

A) THE SALE OF THE LOT TO A THIRD PARTY BY THE OWNER, OR ANY SUCCESSOR IN INTEREST THERETO;

B) THE ISSUANCE OF A BUILDING PERMIT FOR CONSTRUCTION ANY PORTION OF THE TRACT; OR

C) THREE YEARS FROM THE DATE OF THE RECORDING OF THIS PLAT AS SET IN A PROMISSORY NOTE AND SECURITY AGREEMENT EXECUTED AND RECORDED WITH THIS SUBDIVISION PLAT.

ACKNOWLEDGEMENT BY WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT HEREBY ACKNOWLEDGES THE NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION ON THIS PLAT OF STONE CLIFF PHASE 13.

RONALD W. THOMPSON, GENERAL MANAGER
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS_____DAY OF_____, 2015, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, RONALD W. THOMPSON, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE GENERAL MANAGER OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, AND THAT THE FOREGOING DOCUMENT WAS SIGNED BY HIM ON BEHALF OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT BY APPROPRIATE AUTHORITY AND THAT HE ACKNOWLEDGED BEFORE ME THAT WASHINGTON COUNTY WATER CONSERVANCY DISTRICT EXECUTED THE DOCUMENT AND THE DOCUMENT WAS THE ACT OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT FOR ITS STATED PURPOSE.

NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED KAY H. TRAVELLER-PRESIDENT OF STONE CLIFF DEVELOPMENT INC., MANAGING MEMBER OF TRAVELLERSTONE CLIFF L.C., DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED HEREIN, FOR THE USES AND PURPOSES STATED THEREIN.

TRAVELLERSTONE CLIFF L.C.
(A UTAH LIMITED LIABILITY COMPANY)

KAY H. TRAVELLER - PRESIDENT
OF STONE CLIFF DEVELOPMENT INC., MANAGING MEMBER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS_____DAY OF_____, 2015, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KAY H. TRAVELLER, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF STONE CLIFF DEVELOPMENT INC., MANAGING MEMBER OF TRAVELLERSTONE CLIFF L.C. AND THAT HE EXECUTED THE FOREGOING OWNERS ACKNOWLEDGEMENT OF WATER IMPACT FEES ON BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF TRAVELLERSTONE CLIFF L.C., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

CONSENT MORTGAGEE TO RECORD

THE UNDERSIGNED STATE BANK OF SOUTHERN UTAH INC., MORTGAGEE OF RECORD OF THE "STONE CLIFF PHASE 13 SUBDIVISION" DOES HEREBY CONSENT TO THE RECORDATION OF THE HEREON SHOWN AND ENTITLED SUBDIVISION, THE RECORDING OF C.C.& R.'S AND HEREBY CONSENTS TO THE DEDICATION AND CONVEYING OF ALL EASEMENTS AS SHOWN.

DATE: _____

KENNETH SCHONE:
EXECUTIVE PRESIDENT OF
STATE BANK OF SOUTHERN UTAH

MORTGAGEE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE_____DAY OF_____, 2015, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KENNETH SCHONE, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE EXECUTIVE PRESIDENT OF STATE BANK OF SOUTHERN UTAH AND THAT HE EXECUTED THE FOREGOING CONSENT OF MORTGAGEE IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND HE DID DULY ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC - WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

CONSENT OF MORTGAGEE TO RECORD

THE UNDERSIGNED STONE CLIFF L.C., MORTGAGEE OF RECORD OF THE "STONE CLIFF PHASE 13 SUBDIVISION" DOES HEREBY CONSENT TO THE RECORDATION OF THE HEREON SHOWN AND ENTITLED SUBDIVISION, THE RECORDING OF C.C.& R.'S AND HEREBY CONSENTS TO THE DEDICATION AND CONVEYING OF ALL EASEMENTS AS SHOWN.

DATE: _____

HAL ANDERSON - MANAGING MEMBER
OF STONE CLIFF L.C.

MORTGAGEE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE_____DAY OF_____, 2015, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HAL ANDERSON, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF STONE CLIFF L.C. AND THAT HE EXECUTED THE FOREGOING CONSENT OF MORTGAGEE IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF STONE CLIFF L.C., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC - WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

MORTGAGEE'S CONSENT TO OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES

THE UNDERSIGNED KENNETH SCHONE, EXECUTIVE PRESIDENT OF STATE BANK OF SOUTHERN UTAH INC., MORTGAGEE OF RECORD OF THE "STONE CLIFF PHASE 13 SUBDIVISION" DOES HEREBY CONSENT TO THE OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

DATE: _____

KENNETH SCHONE:
EXECUTIVE PRESIDENT OF
STATE BANK OF SOUTHERN UTAH

MORTGAGEE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE_____DAY OF_____, 2015, PERSONALLY APPEARED BEFORE ME KENNETH SCHONE, WHO BEING DULY SWORN DID SAY THAT HE IS THE EXECUTIVE VICE PRESIDENT OF STATE BANK OF SOUTHERN UTAH INC., AND THAT HE EXECUTED THE FOREGOING MORTGAGEE'S CONSENT TO OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES ON BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

MORTGAGEE'S CONSENT TO OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES

THE UNDERSIGNED STONE CLIFF L.C., MORTGAGEE OF RECORD OF THE "STONE CLIFF PHASE 13 SUBDIVISION" DOES HEREBY CONSENT TO THE OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

DATE: _____

HAL ANDERSON - MANAGING MEMBER
OF STONE CLIFF L.C.

MORTGAGEE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE_____DAY OF_____, 2015, PERSONALLY APPEARED BEFORE ME HAL ANDERSON, WHO BEING DULY SWORN DID SAY THAT HE IS THE MANAGING MEMBER OF STONE CLIFF L.C., AND THAT HE EXECUTED THE FOREGOING MORTGAGEE'S CONSENT TO OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES ON BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

L. R. POPE ENGINEERING INC.
1245 EAST 100 SOUTH SUITE 10-B
ST. GEORGE, UT 84770
PHONE: 435-628-4671
FAX: 435-652-7108

STONE CLIFF SUBDIVISION - PHASE 13

LOCATED IN THE NORTHWEST CORNER OF SECTION 3 TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN

PCR ITEM 4
Easement Vacation/Lot Line Adjustment

PLANNING COMMISSION AGENDA REPORT: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

EASEMENT VACATION/LOT LINE ADJUSTMENT – Public Hearing
Lot 1 of Trebruk Estates Subdivision
Case No. 2015-LRE-018

Request: Approval of an Easement Vacation/Lot Line Adjustment

Representative: Marc Brown, Brown Consulting Engineers
163 South 1600 West, #5
St. George, UT 84770

Property: Located at 182 South Trebruk Circle

Zone: R-1-10

Staff Comments: This Easement Vacation/Lot Line Adjustment is located at the rear of Lot 1 of Trebruk Estates. The owner is requesting that the PUE at the rear of the lot be vacated and that the Lot Line be adjusted to make the Lot bigger. See attached drawing.

All aspects of this Easement Vacation/Lot Line Adjustment 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. This was also approved by JUC (Joint Utility Committee) and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval.

1. Subject to legal review

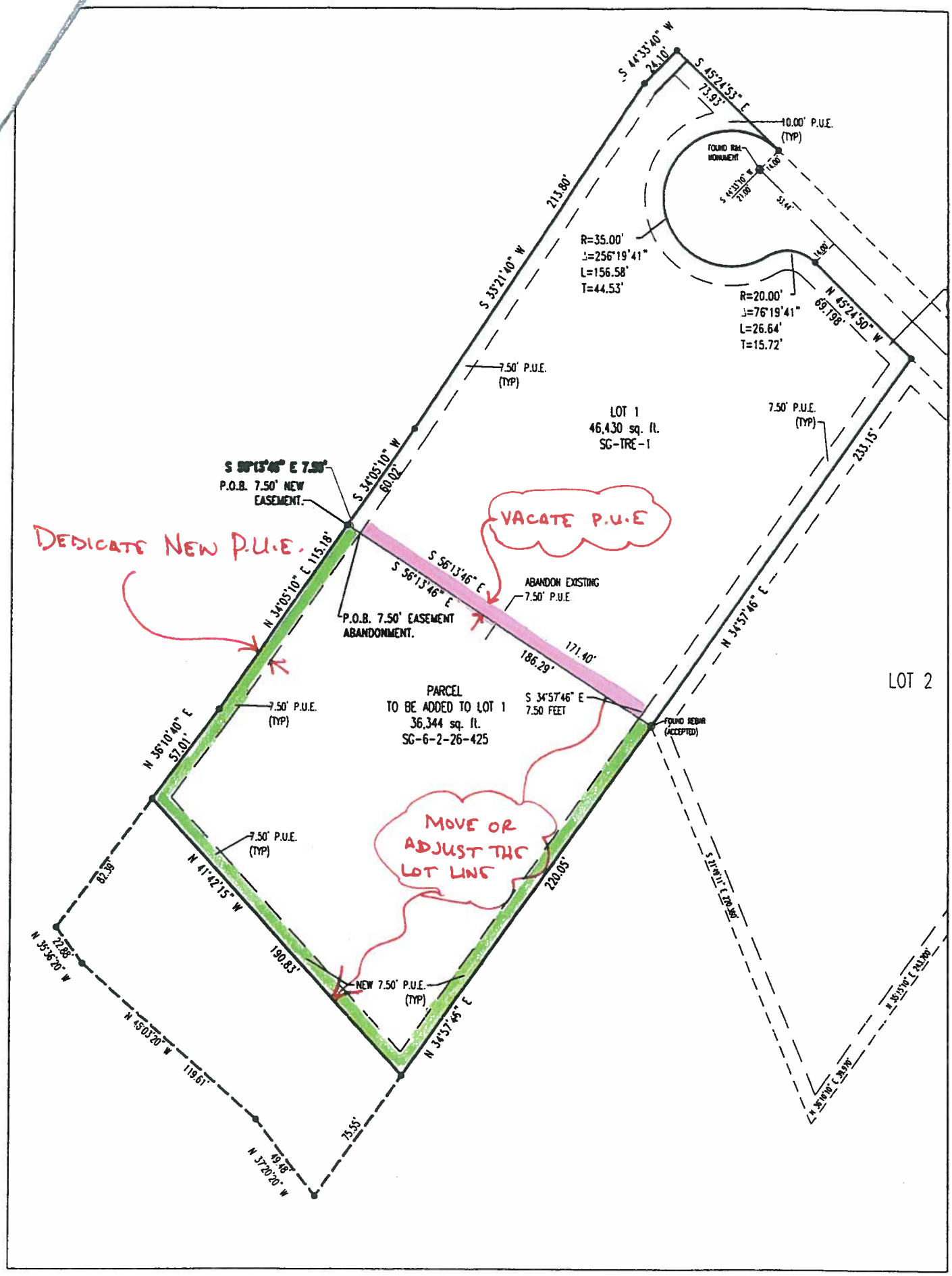


EXHIBIT "A"

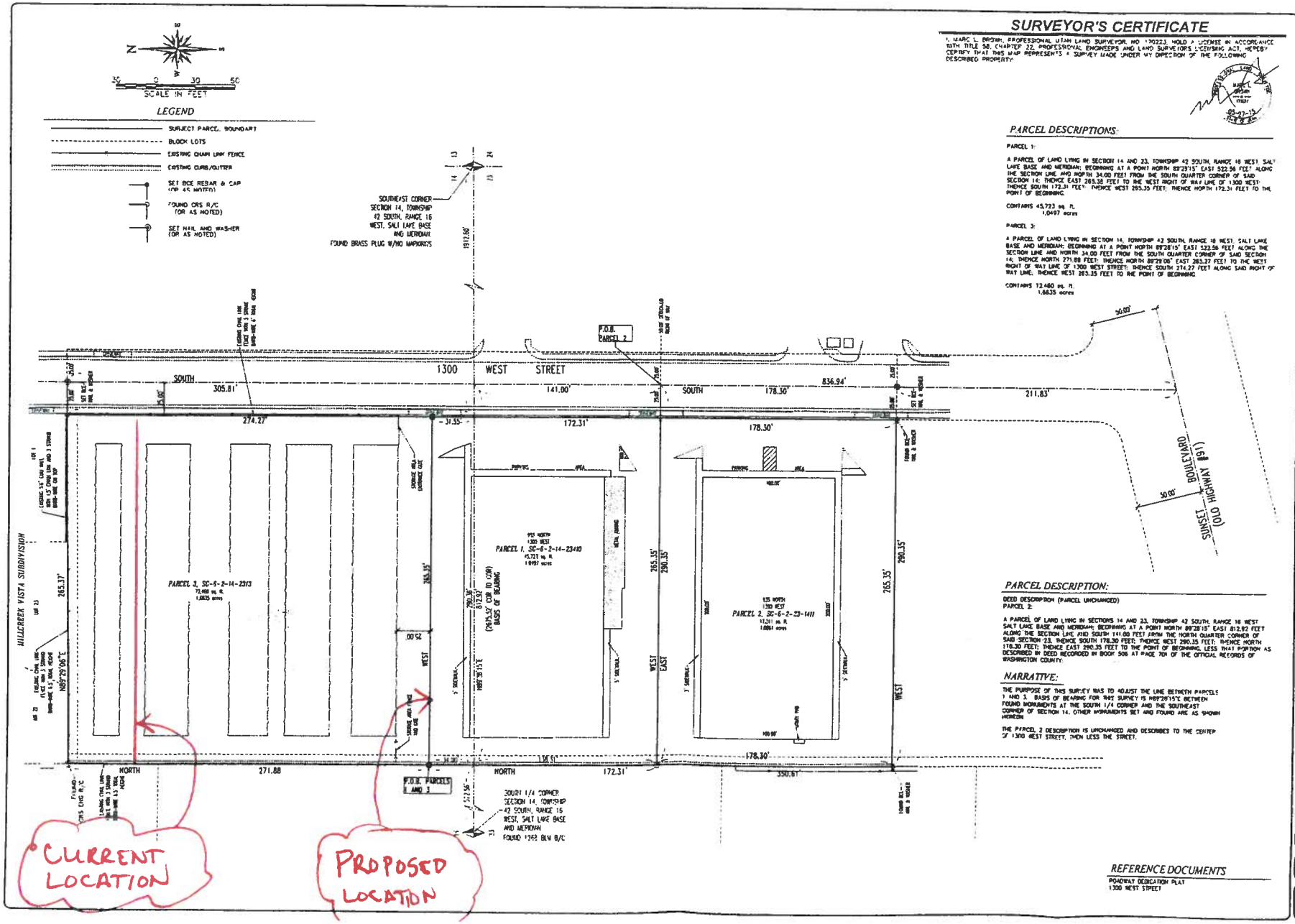
NOT TO SCALE

PCR ITEM 5
Lot Line Adjustment

PLANNING COMMISSION AGENDA REPORT: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

LOT LINE ADJUSTMENT
Central Storage
Case No. 2015-LRE-019

Request:	Approval of a Lot Line Adjustment
Representative:	Marc Brown, Brown Consulting Engineers 163 South 1600 West, #5 St. George, UT 84770
Property:	Located at 955 North 1300 West Street
Zone:	C-3
Staff Comments:	This Lot Line Adjustment will put all of the storage units together into one lot. All aspects of this Lot Line Adjustment 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 legal review



SURVEYOR'S CERTIFICATE

I, MARC L. BROWN, PROFESSIONAL UTAH LAND SURVEYOR, NO. 170223, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF THE FOLLOWING DESCRIBED PROPERTY.

PARCEL DESCRIPTIONS:

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 14 AND 23, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT NORTH 89°28'15" EAST 522.56 FEET ALONG THE SECTION LINE AND NORTH 34.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE EAST 265.35 FEET TO THE WEST RIGHT OF WAY LINE OF 1300 WEST; THENCE SOUTH 172.31 FEET; THENCE WEST 265.35 FEET; THENCE NORTH 172.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 45,723 sq. ft.
1.0497 acres

PARCEL 3:

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT NORTH 89°28'15" EAST 522.56 FEET ALONG THE SECTION LINE AND NORTH 34.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 271.88 FEET; THENCE NORTH 89°29'06" EAST 265.37 FEET TO THE WEST RIGHT OF WAY LINE OF 1300 WEST STREET; THENCE SOUTH 274.27 FEET ALONG SAID RIGHT OF WAY LINE; THENCE WEST 265.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 72,460 sq. ft.
1.6635 acres

PARCEL DESCRIPTION:

DEED DESCRIPTION (PARCEL UNCHANGED)
PARCEL 2:

A PARCEL OF LAND LYING IN SECTIONS 14 AND 23, TOWNSHIP 42 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT NORTH 89°28'15" EAST 812.92 FEET ALONG THE SECTION LINE AND SOUTH 141.00 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 178.30 FEET; THENCE WEST 290.35 FEET; THENCE NORTH 178.30 FEET; THENCE EAST 290.35 FEET TO THE POINT OF BEGINNING, LESS THAT PORTION AS DESCRIBED IN DEED RECORDED IN BOOK 506 AT PAGE 701 OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY.

NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO ADJUST THE LINE BETWEEN PARCELS 1 AND 3. BASIS OF BEARING FOR THIS SURVEY IS N89°28'15"E BETWEEN FOUND MONUMENTS AT THE SOUTH 1/4 CORNER AND THE SOUTHEAST CORNER OF SECTION 14. OTHER MONUMENTS SET AND FOUND ARE AS SHOWN HEREON.

THE PARCEL 2 DESCRIPTION IS UNCHANGED AND DESCRIBES TO THE CENTER OF 1300 WEST STREET, THEN LESS THE STREET.

REFERENCE DOCUMENTS

ROADWAY DEDICATION PLAT
1300 WEST STREET

NO.	DESCRIPTION	DATE	BY

REVISIONS

BROWN CONSULTING ENGINEERS, P.C.
CIVIL ENGINEERING • LAND SURVEYING • LAND PLANNING
163 WEST 1600 SOUTH, UNIT 2
ST. GEORGE, UTAH 84770
(435) 628-7200 FAX (435) 628-7208

LOT LINE ADJUSTMENT
FOR
CENTRAL STORAGE
PARCELS 1 AND 3
LOC. IN THE SE 1/4 OF SEC. 14, AND THE NE 1/4 OF SEC. 23 T42S, R16W, SLB&M, ST. GEORGE, WASHINGTON COUNTY, UTAH

CHECKED BY: MLB
DRAWN BY: SWB
DATE: MAY 2015
JOB NO.: 15-24
SCALE: 1"=30'
SHEET NO.: 1 OF 1

PCR ITEM 6
Vacate City Property

PLANNING COMMISSION AGENDA REPORT: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

VACATE CITY PROPERTY
Jimmy & Mary Jenkins
Case No. 2015-LRE-020-A

Request: Approval to Vacate City Property

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

Property: Located at approximately 2100 East Colorado Drive

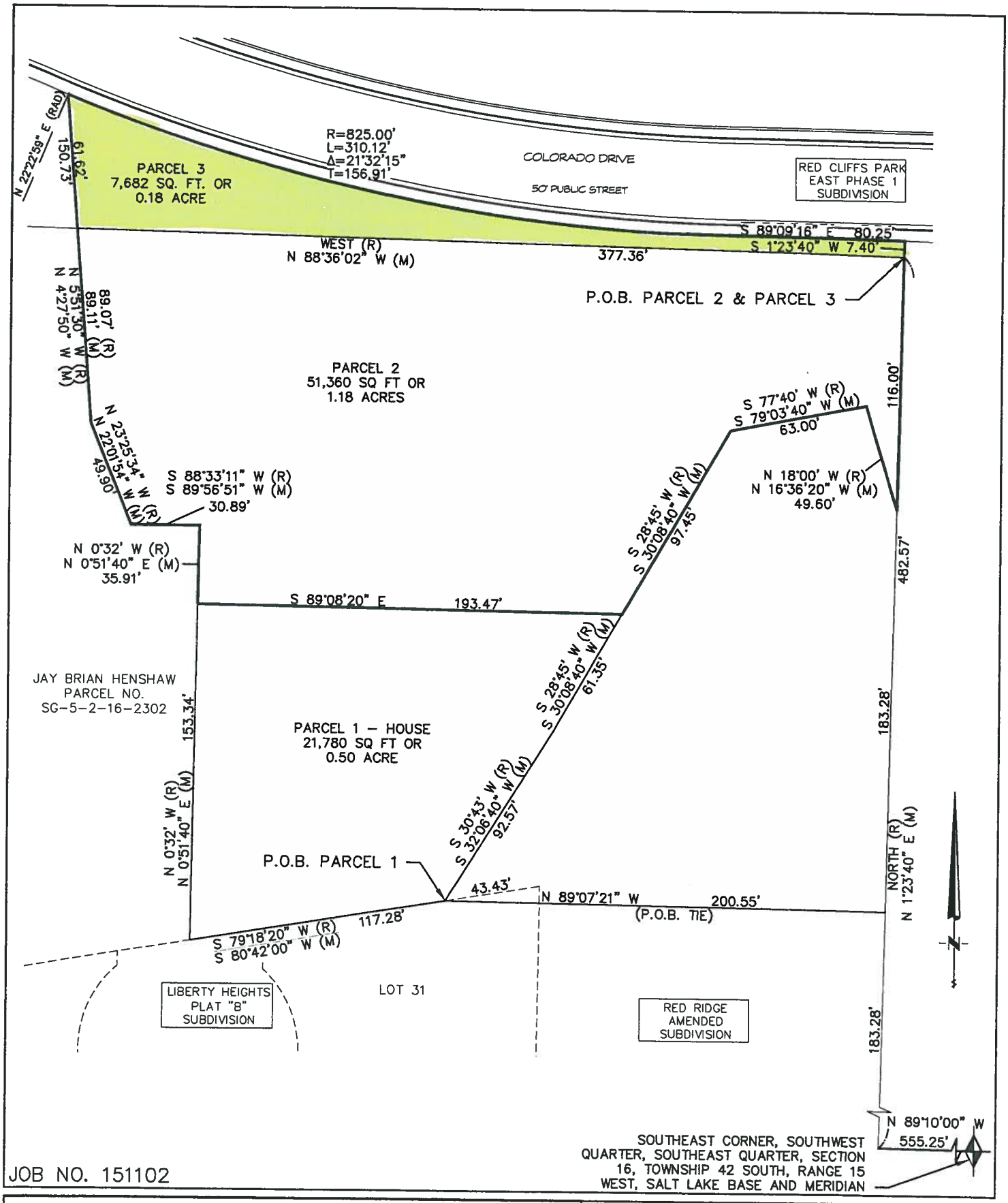
Zone: PD-R

Staff Comments: James Sullivan with S&S Homes donated this parcel to the City of St. George with the approval and recordation of Red Parks East Phase 1 Subdivision. He has consented to the City to give this parcel to the Jenkins. The Jenkins will split their Lot located to the south of this parcel (see also item 2D) and merge it together with this Vacation of City Property to allow for future development on this parcel.

All aspects of this Vacate City Property was 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 with recommended conditions.

1. The property shall be merged with the adjacent parcel (to the south) within 30 days.



JOB NO. 151102

EXHIBIT B

JIMMY E & MARY JENKINS
PARCEL NO. SG-5-2-16-2303

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

PCR ITEM 7
Lot Split

PLANNING COMMISSION AGENDA REPORT: **06/09/2015**
CITY COUNCIL MEETING: **06/18/2015**

LOT SPLIT
Jimmy & Mary Jenkins
Case No. 2015-LRE-020-B

Request: Approval of a Lot Split

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

Property: Located at 1032 North 2075 East Circle

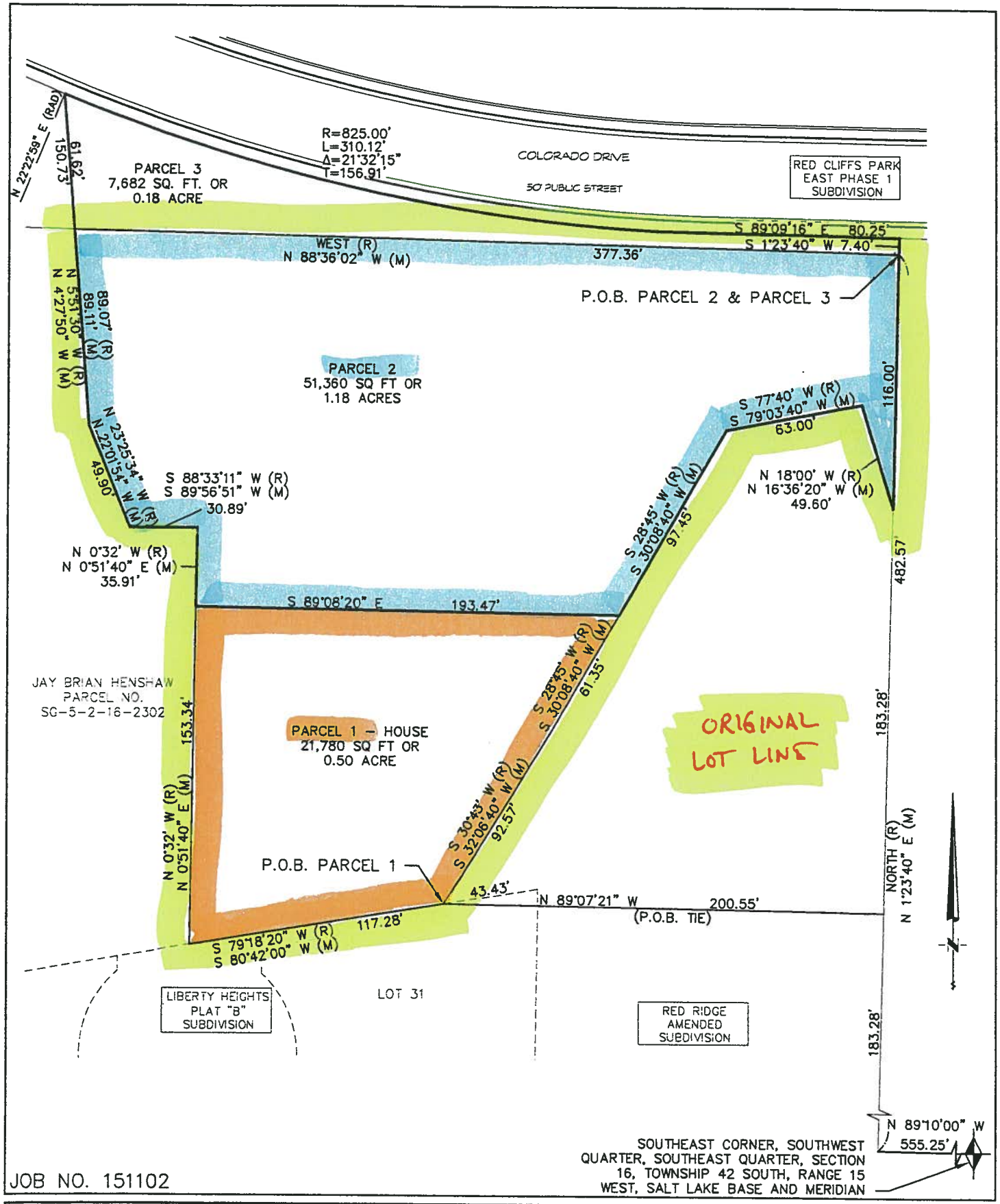
Zone: RE-12.5

Staff Comments: This Lot Split will allow the rear portion of the property to be developed with access coming from Colorado Drive.

All aspects of this Lot Split was 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 with recommended conditions.

1. This lot split is contingent upon the northern half of the lot split being merged with the adjacent parcel (to the north – vacated City parcel – adjacent to Colorado Drive) within 30 days.
2. Subject to legal review.



JOB NO. 151102

EXHIBIT B

JIMMY E & MARY JENKINS
PARCEL NO. SG-5-2-16-2303

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

DRAFT

Agenda Item Number : 6C

Request For Council Action

Date Submitted	2015-06-11 08:46:33
Applicant	Mr. Jeff Barlow
Quick Title	Agreement for the delay of public improvements
Subject	Consider a request to delay public roadway and utility improvements for the construction of a dwelling unit
Discussion	The applicant is requesting a delay in improvements, in order to construct his personal home.
Cost	$0.00
City Manager Recommendation	Putting in these improvements would not be feasible for this single home when the surrounding vacant property is developed would be a better time to require the road improvements and connection to the sewer. Water service is available or will be extended to provide fire protection. Recommend approval.
Action Taken	
Requested by	Wes Jenkins
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

Recorded at request of:
City of St. George
When recorded return to:
City of St. George Attorney's Office
175 E. 200 N.
St. George, Utah 84770

Tax ID: SG-5-3-16-133

DELAY AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

THIS AGREEMENT entered into this 11th day of June, 2015, by and between the City of St. George, a Utah municipal corporation, hereinafter referred to as "City", and Jeff and Diane Barlow, Husband and Wife, hereinafter referred to as "Applicant", whose address is 3676 Bentley Road, St. George, Utah 84790.

W I T N E S S E T H :

WHEREAS, Applicant desires: (Check one and complete)

____ a conditional use permit (permit #_____)

_X_ a building permit (permit #_____)

____ subdivision approval

___ other (explain)_____)_____

_____

from City for: Construction of a Dwelling Unit

_____

located at: the parcel directly west of 3676 Bentley Road, St. George, UT 84790, said parcel number SG-5-3-16-133,_____

_____

which is: (Check one and complete; in either case legal description of land contiguous to where the below-described improvements are to be installed or constructed, must be provided)

___ more particularly described in Exhibit A attached hereto and incorporated herein by reference;

-or-

_X_ more particularly described as follows:

*BEG S89*45' W ALG C/S/L 1420.37 FT & N 341.22 FT; S89*44'53" W 965.50 FM E1/4 COR SEC 16 T43S R15W TO POB; TH S89*44'53" W 300.765 FT; TH S0*15'07" E 289.66; TH S89*44'53 W 300.765 FT; TH N0*15'07 W 289.66*

and,

WHEREAS, the terms of the issuance of such building permit or approval(s) require Applicant to install and complete the following improvements: (Check one and complete)

___ described in Appendix ____ attached hereto and incorporated herein by this reference;

-or-

_X_ described as follows:

Install approximately four hundred fifty feet (450') of an 8" diameter sanitary sewer line and one 60" diameter sanitary sewer manhole. Connect new sewer line to existing manhole located on the existing sewer trunk line to the west. Install approximately six hundred and twenty feet (620') of roadway improvements along the frontage of parcels SG-5-3-16-133, SG-5-3-16-132, and SG-5-3-16-136. These improvements include: 15-foot width of asphalt pavement, 6-foot wide parking shoulder consisting of roadbase, and a minimum 8-foot wide borrow ditch. The sewer line, manhole and roadway improvements shall be installed per City standards.

and,

WHEREAS, City cannot grant such building permit or approval(s) until Applicant agrees to the conditions set forth hereunder regarding completion of the above-described improvements.

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

1. Developer agrees to the following as part of the building permit application approval:

(a) install approximately 390 linear feet of 6" water line with a fire hydrant, including all necessary valves, fittings and other appurtenances as required by St. George City standards; and

(b) dedicate a 25 foot wide strip of property along the north property line of parcel SG-5-3-16-133 and parcel SG-5-3-16-132 as public right-of-way for a future roadway. Roadway dedication shall match existing 25-foot roadway dedication on parcel SG-5-3-16-136; and

(c) install a dry sewer lateral as part of the construction of the proposed dwelling unit for future connection to sewer main; and

(d) construct a turnaround for emergency vehicle access at the end of the dedicated roadway and provide an easement for the turnaround.

2. City agrees to permit Applicant to defer completion of the improvements until such time as one of the following occurs:

(a) written notice is sent to Applicant demanding installation or completion of any or all of the improvements; or

(b) construction drawings are approved by the City to develop the property to the north, parcel number SG-5-3-16-12110, which shall include roadway improvements along the frontage of this parcel, and a grading permit is issued by the City to the property owner of parcel number SG-5-3-16-12110 to develop said property; or

(c) a special improvement district (SID) is created that includes installation of the utilities and roadway improvements along this future roadway.

3. Unless otherwise expressly agreed in Paragraph 1 above, City may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any time table deemed appropriate by City.

4. Installation of the improvements by Applicant shall commence within 30 days of the date of the written notice or other time mentioned in Paragraph 1 above and shall be completed within 120 days of the date of the written notice.

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

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

7. If Applicant sells or leases property adjacent to the property described above and the buyer or lessee applies to City for approval to develop the adjacent property, City may require the improvements to be installed at the same time approval is given to develop the adjacent property.

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

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

10. If a special improvement district is proposed, which

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

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

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

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

APPLICANT

Bevan Jeff Barlow Diane Barlow

Bevan Jeff Barlow, Husband Diane Barlow, Wife ____

(Signature(s) must be that of the record property owner(s) and must be notarized on the following page)

CITY

_____

By_____

Approved as to content:

Wesley A. Jakin

Development Services Date 6/11/2015

Approved as to form:

V. H. Hales Assistant
City Attorney

6/11/15
Date

APPLICANT NOTARY

STATE OF UTAH)

ss.

County of Washington)

On the 3 day of June 2015 2015, personally appeared before me Jeff and Diane Barlow, Husband and Wife, who being by me duly sworn did say that they are the property owners of parcel SG-5-3-16-133 and that they executed the foregoing document for the uses and purposes state herein.

NICOLE STANWORTH
Notary Public
State Of Utah
My Commission Expires 04-18-2016
COMMISSION NO. 655053

Nicole Stanworth
Notary Public

EXHIBIT A

BEG S89*45' W ALG C/S/L 1420.37 FT & N 341.22 FT; S89*44'53" W 965.50 FM E1/4 COR SEC 16 T43S R15W TO POB; TH S89*44'53" W 300.765 FT; TH S0*15'07" E 289.66; TH S89*44'53 W 300.765 FT; TH N0*15'07 W 289.66 FT M/L TO POB.

DRAFT

Agenda Item Number : 6D

Request For Council Action

Date Submitted	2015-06-09 09:40:21
Applicant	Lowry Snow
Quick Title	Tonaquint Network Franchise Agreement
Subject	Consider Approval of a Franchise Agreement with Tonaquint Networks for the provision of fiber services in the City.
Discussion	
Cost	$0.00
City Manager Recommendation	Not sure of the details for this item so I assume the City Attorney will have them for you at the meeting on Thursday.
Action Taken	
Requested by	Shawn Guzman
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	Subject to legal approval.

FRANCHISE LICENSE AGREEMENT

This Franchise License Agreement (the "Agreement") is entered into effective as of this _____ day of _____, 20___ (the "Effective Date") by and between the City of St. George, a Utah municipal corporation (the "City") and Tonaquint Networks, LLC, a Utah limited liability company ("Tonaquint").

Section 1
NATURE AND TERM OF GRANT

1.1 Grant of Franchise. The City hereby grants to Tonaquint, and to its successors and assigns, a franchise to construct, operate, and maintain in the Streets of the City a Network to provide Services, including but not limited to those specifically described herein, which the City has determined is in the public interest because the Services will improve the quality of life of its citizens through improved access to high-speed internet services.

1.2 Term of Franchise. This Franchise, and all rights, privileges, obligations and restrictions pertaining thereto, shall expire on December 31, 2025, unless terminated sooner as provided in this Franchise.

1.3 Effective Date. The effective date of this Franchise will be 20 days after passage of this Franchise by the City Council.

1.4 Franchise Is Nonexclusive; Limitations.

A. This Franchise is nonexclusive. The parties acknowledge that the City may grant franchises, permits, or other rights to other Persons to use the Streets for similar purposes allowed to Tonaquint under this Franchise.

B. The Parties have negotiated this Franchise in good faith. Tonaquint intends to build and operate a fiber optic network in St. George, Utah, and to provide the Services defined herein, including for purposes of improving Internet access and foster new high-speed applications through broadband internet services. Tonaquint anticipates engaging in commercially reasonable efforts to design, incrementally construct, and install a fiber network within the City to provide, among other things, a residential broadband Internet service offering with upload and download speeds of up to 1 gigabits. The Parties agree that deployment of such a network by Tonaquint would materially advance the public interest.

1.5 Compliance with Laws

A. The Parties shall comply with all applicable federal laws, state laws, and local ordinances.

B. To the extent authorized by law, this Franchise is expressly subject to the City's general ordinance provisions, resolutions, rules, and regulations adopted or established pursuant thereto, affecting matters of general City concern.

Section 2
DEFINITIONS

2.1 A. Captions. Throughout this Franchise, captions to Sections are intended solely to facilitate reading and to reference the Sections and provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

B. Definitions. For the purpose of this Franchise and all Exhibits attached hereto, the following terms, phrases, and their derivations shall have the meanings given in this Section 2 unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

2.2 "Annual" or "Annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

2.3 "Broadband" and "Broadband Services" mean existing and future broadband Internet access service offerings delivered to Subscribers using Tonaquint's Network.

2.4 "City" means the City of St. George, Utah, a municipal corporation and all of the territory within its corporate boundaries as such may change from time to time.

2.5 "City Council" means the Council of the City of St. George.

2.6 "Facility" means any tangible component of the Network, including wireless transmitters.

2.7 "Fiber" or "Fiber Optic" means a transmission medium of optical fiber cable, with associated equipment, capable of carrying digitized bits or bytes of communications by means of electric light wave impulses.

2.8 "Franchise" means this franchise agreement, as fully executed by the City Council and Tonaquint.

2.9 "Franchise Area" means the territory within the boundaries of the City of St. George.

2.10 "Gross Revenues" means any and all revenues received by Tonaquint for Services delivered to Subscribers within the City, without regard to the billing address of the Subscriber, and to the extent such Services use the Network described in this Franchise. Notwithstanding the foregoing, "Gross Revenues" do not include: (i) revenue from sources excluded by law; (ii) any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Broadband Services; revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, internet access service, electronic mail service, electronic bulletin board service, or similar online computer services; and any other revenues attributed by Tonaquint to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards, or orders, provided that if any such services are Cable Services at any future time pursuant to applicable law, revenues derived from such services shall be included in Gross Revenues; (iii) revenue derived by Tonaquint from services provided to its parent, subsidiaries of its parent, or affiliated companies of Tonaquint; (iv) or late payment fees.

2.11. "Information Service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

2.12 "Institutional Network" or "I-Net" means capacity on existing system facilities used by the City to provide one-way and bi-directional services to and among various public institutions.

2.13 "Interconnect" or "Interconnection" means the provision by Tonaquint of technical, engineering, physical, financial and all other necessary components to provide and adequately maintain a physical linking of Tonaquint's Network with the systems or networks of entities designated by the City under this Franchise, so that services of technically adequate quality may be sent to and received from such other entities to the extent required by this Franchise.

2.14 "Interconnect Point" means the line of demarcation forming the designated meet point necessary for Tonaquint to exchange data for the purposes of effectuating connections to the I-Net without degradation to Tonaquint's Network or the data of the sending or receiving entity.

2.15 "Network" means the entirety of Tonaquint's planned and incrementally constructed Fiber system, with all Facilities.

2.16 "Network Deployment" means Tonaquint's plans to incrementally construct and activate its Network in defined geographic areas within the City and to implement Network connections and Interconnections pursuant to this Franchise.

2.17 "Person" means any individual, sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Utah, and includes any natural person.

2.18 "Project" means Tonaquint's incremental construction of the Network.

2.19 "Service" or "Services" means Information Services, Telecommunications Services, Broadband Services and Video Programming commercially offered and delivered by Tonaquint to Subscribers over the Network within the Franchise Area.

2.20 "Streets" means the surface of any public street, road, alley or highway, within the City, used or intended to be used by the general public for general transportation purposes to the extent the City has the right to allow Tonaquint to use them, and the space above and below.

2.21 "Subscriber" means any Person who entered into an agreement with Tonaquint to subscribe to and is lawfully receiving Services provided by Tonaquint on Tonaquint's Network.

2.22 "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.23 "Terms of Service" means Tonaquint's standardized commercial terms and conditions, which may change from time to time, for Services offered by Tonaquint on the Network at nondiscriminatory rates.

2.24 "Video Programming" means programming provided by, or which would generally be considered comparable to programming provided by, a television broadcast station or programming network.

Section 3
FRANCHISE AREA

Subject to the provisions of this Franchise, Tonaquint may provide Services authorized by this Franchise and applicable law within the Franchise Area.

Section 4
NETWORK DESIGN AND CONSTRUCTION

4.1 Network. Pursuant to this Franchise and in compliance with all applicable regulatory and permitting requirements and processes of the City, Tonaquint will use commercially reasonable efforts to design, incrementally construct and install the Network within the City. Upon completion, Tonaquint intends to use the Network for commercial purposes to offer Services to Subscribers within the City.

4.2 Network Deployment. Tonaquint, in its sole discretion, will identify separately defined geographic areas within the Franchise Area where its Network will be deployed. As Tonaquint undertakes to identify and define these areas, the City will be available to consult with Tonaquint regarding the boundaries of the City's recognized neighborhood associations and public goals. Tonaquint will determine into which areas its Network will be deployed first and schedule such deployment. Upon deployment of the Network within an area, Tonaquint may offer Services to Subscribers pursuant to Tonaquint's applicable Terms of Service, which may change from time to time.

4.3 Construction Schedule Limitations. Although Tonaquint intends to complete construction of the Network and deploy Services throughout the Franchise Area as soon as reasonably practicable, the City acknowledges that Tonaquint's plans are subject to change due to uncertainties including fluctuating business and market conditions that could result in delay, deferment, or cancellation of the Project, subject to the conditions set forth in the Franchise.

4.4 Costs. Except as otherwise specifically provided in this Franchise, Tonaquint shall be responsible for costs of constructing the Network, including but not limited to design, engineering, equipment, construction and insurance for Tonaquint's Network, up to the drop point for Subscribers. In addition, Tonaquint will bear all of the operating costs of the Network, up to the drop point, during the term of this Franchise.

Section 5
NON-DISCRIMINATION AND CONSUMER PROTECTION

5.1 Non-Discrimination. Upon Network activation and during periods in which Tonaquint is soliciting residential Subscribers within any given defined geographic portion of the Franchise Area, Tonaquint shall offer Services to all potential residential Subscribers in that

portion of the Franchise Area under non-discriminatory rates and reasonable terms and conditions. Consistent with its deployment plans pursuant to Section 4.2, Tonaquint shall not arbitrarily refuse to provide Services to any Person and shall not discriminate in offering Service to Subscribers on the basis of race, color, religion, age, sex, marital or economic status, national origin, sexual orientation, disability or income.

5.2 Provision of Equipment and Services to Individuals with Disabilities. Tonaquint shall provide Services and equipment to Subscribers with disabilities in accordance with federal and state laws.

5.3 Privacy. Tonaquint shall comply with applicable federal, state and local laws regarding Subscriber privacy. Tonaquint will make available to Subscribers a privacy policy discussing its practices with regard to the Services.

5.4 Permission to Attach Facilities. Tonaquint shall secure permission of any Person who has the right to approve an attachment before installing or attaching Facilities to any residence or other private property. If such permission or easement is later revoked, unless Tonaquint is otherwise lawfully entitled to maintain its Facilities, Tonaquint, within a reasonable period after the owner's request, shall promptly remove its Facilities and restore the property in a workmanlike manner to a condition similar to its prior condition.

Section 6
COMPENSATION AND REVIEWS

6.1 Compensation. As compensation for the benefits and privileges under this Franchise and in consideration of permission to use the Streets of the City, Tonaquint shall pay as a franchise fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Tonaquint's Gross Revenues. Tonaquint may identify and collect the amount of the franchise fee as a separate line item on the regular bill of each subscriber.

6.2 Payments and Quarterly Reports

A. Payments. Tonaquint's franchise fee payments to the City shall be computed and paid quarterly, with quarters ending March 31, June 30, September 30, and December 31. Tonaquint shall pay each quarterly payment within 45 days of the end of each quarter.

B. ACH Payments. Tonaquint shall set up electronic fund transfer within 60 days of the Franchise effective date to submit payments to the City by Automated Clearing House (ACH) credit payment receipts. The City may approve any written requests from Tonaquint for waivers from the ACH requirement.

C. Quarterly Reports. Payments pursuant to this Section 6 shall be accompanied by a written report to the City, verified by an authorized representative of Tonaquint, containing an accurate statement in summarized form, as well as in detail, of Tonaquint's Gross Revenues and the computation of the payment amount.

6.3 Interest on Late Payments. Any payment due under this Franchise that is not received within 45 days from the specified due date shall be assessed interest compounded at the rate of 1% per month from the due date.

6.4 Cost of Publication. Tonaquint shall pay the cost of publication of this Franchise and any amendments thereto, if such publication is required by applicable law.

6.5 Acceptance of Payment and Recomputation. Acceptance of payment pursuant to this Section 6 shall not be construed as an accord that the amount paid is, in fact, the correct amount, nor as a release of any claim the City may have for further or additional sums payable.

6.7 Reviews.

A. Amounts Subject to Review by City; Underpayment. All amounts paid under Section 6 of this Franchise shall be subject to review by the City, provided that only payments that were due and payable during a period of twenty-four (24) months prior to the date the City notifies Tonaquint of its intent to perform a review shall be subject to such review. Tonaquint agrees to pay the City for:

1. Interest calculated at 1% per month on any underpayment of an amount due under Section 6 of this Franchise that is disclosed as the result of a review. Interest shall be due on the entire underpayment from the date on which it was due until the date on which the City receives the payment.

2. A penalty of 5% of the underpayment shall be due within 45 days of written notice from the City, if the City's review discloses that Tonaquint has paid 90% or less of the principal amount owing for the period under review.

B. Authority to Conduct Financial Reviews

1. The City and its agents and representatives shall have authority to arrange for and cause to be conducted reviews of any payments under this Franchise, upon at least 30 days' prior written notice to Tonaquint, and during normal business hours at reasonable locations in the City. The City's 30-day notice shall provide Tonaquint with a preliminary list of financial documentation requested by the City for review. Prior to any review being conducted, the Parties shall execute a non-disclosure agreement. Following availability being made by the Tonaquint of complete, necessary financial documentation, the City and its agents and representatives shall use best efforts to complete any review under this Section 6.7.B within 60 days; in any event, any review shall not exceed 90 days unless by mutual consent of the parties. Any financial documentation made available by Tonaquint to the City for the review shall not be copied or removed from the reasonable locations designated by Tonaquint, and both the documents and the information contained therein shall be accorded the maximum level of confidential treatment to the extent authorized by Utah law. The City shall not call for reviews more than once per 36-month period.

2. Tonaquint agrees to reimburse the City for the reasonable costs of such review if the review discloses that Tonaquint has paid 90% or less of the fees owing under Section 6 of this Franchise for the period at issue.

3. Subject to the requirement set forth in Section 6.7.B, Tonaquint shall reimburse the City within 45 days of receipt of an invoice from the City showing such costs were actually incurred and were directly related to the review.

C. Tonaquint Dispute of Review. Tonaquint shall have the ability to dispute any determination of underpayment by the City within 30 days of receipt of the invoice from the City for the review. If Tonaquint disputes the City's determination of any underpayment under this Franchise, Tonaquint shall place the disputed amount in an escrow account at a financial institution acceptable to the City with instructions agreed to by the City until final resolution.

6.8 Liability for Licenses and Taxes. Payment of the franchise fee and other financial obligations under this Franchise shall not exempt Tonaquint from the payment of any license fee, tax or charge on the business, occupation, property or income of Tonaquint that may be imposed by the City, except as may otherwise be provided in the ordinance or ordinances imposing such other license fee, tax or charge. The City's right to impose any such license fee, tax or charge shall be subject to any limitations on the City under applicable law.

Section 7
RECORDS AND REPORTS

7.1 A. General Reports. Tonaquint shall prepare any records or reports that are required of it by federal, state, or local law. Such records or reports shall be maintained by Tonaquint for such period as legally required. The City shall have the right to obtain, in writing, copies of such records and reports as appropriate and reasonable to determine whether Tonaquint is in compliance with this Franchise. Tonaquint shall make available to the City the requested reports or records in the formats in which they are customarily prepared by Tonaquint. Tonaquint reserves the right to object to any request made under this Section 7.1.A as unnecessary, unreasonable, or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to the City under this Section 7.1.A.

7.2 Public Records

A. Tonaquint acknowledges that information submitted by Tonaquint to the City may be open to public inspection or copying under the Utah Government Records Access and Management Act ("GRAMA").

B. Tonaquint may identify information submitted to the City as confidential, if Tonaquint reasonably believes such information is qualified for an exemption recognized under GRAMA. Tonaquint shall prominently mark each page, or portion thereof, for which it is claiming confidentiality as "Confidential" prior to submitting such information to the City. When submitting such information to the City, Tonaquint shall submit documentation to the City that specifically identifies the applicable exemption under the GRAMA, and stating the reason(s) Tonaquint believes the information is exempt from public inspection. After reviewing Tonaquint's request for confidentiality and determining whether the identified exemptions are applicable, the City shall take reasonable steps to protect the confidential nature of any such information, consistent with GRAMA, including only disclosing such information to employees, representatives and agents thereof who have a need to know or in order to enforce the provisions of this Franchise.

C. Within five working days of receiving a public records request to inspect any information identified by Tonaquint as confidential, the City shall provide Tonaquint with written notice of the request, including a copy of the request. Tonaquint shall have five working days within which to provide a written response to the City, before the City may disclose any of

the requested confidential information. If the City determines that it will be necessary to reveal the information, the City shall promptly notify Tonaquint, and do so at least five working days prior to the information being released. The City shall retain discretion to determine whether to release the requested information in response to any public records request, consistent with the GRAMA.

Section 8
INDEMNIFICATION, INSURANCE, AND LIMITATION OF LIABILITY

8.1 Indemnification

A. General Indemnification. Tonaquint shall indemnify, defend and hold harmless the City, its officers, agents, boards and employees, from any liability for claims, damages, costs or expenses, including but not limited to reasonable attorneys' fees, arising from any personal injury or property damage arising out of or by reason of (1) any construction, excavation, operation, maintenance, reconstruction or any other act done under this Franchise by Tonaquint, its agents or its employees or (2) any neglect or omission of Tonaquint to keep its Network in a reasonably safe condition. Tonaquint's indemnification obligation shall not extend to liability to the extent caused by the negligence or willful misconduct by the City or its officers, agents, boards or employees or any other third party. The City shall notify Tonaquint in writing as soon as reasonably practicable after receiving written notice of any third-party action or other claim against it, and Tonaquint shall be relieved of its indemnification obligations to the extent compromised by the City's failure to provide timely notice of any such action or claim. The notice shall describe the claim, the amount thereof (if known and quantifiable) and the basis thereof. Tonaquint shall have the sole and absolute right, upon written notice to the City, to defend the claim with counsel of its own choosing. No settlement or compromise of any such claim will be made by Tonaquint without the prior written approval of the City, which approval shall not be unreasonably withheld, delayed or conditioned. Tonaquint shall consult and cooperate with the City while conducting its defense of the City, and the City shall fully cooperate with Tonaquint.

B. The Parties acknowledge that third persons may seek to overturn the issuance of this Franchise to Tonaquint by claiming that the issuance: (1) exceeded the City's authority under federal law, state law, or City ordinances; (2) violated applicable federal or state laws; (3) resulted from disparate or discriminatory treatment in favor of the Tonaquint; or (4) violated an incumbent franchisee's contractual rights. The City shall notify Tonaquint in writing as soon as reasonably practicable after receiving written notice of any such claims. The notice shall describe the claim and the basis thereof. The City shall provide Tonaquint with copies of any communications submitted in response to such claims, as well as any communications from claimants, tribunals or other parties to the dispute received by the City regarding such claims. The Parties acknowledge that there are mutual interests in effectively developing and presenting legal and factual responses to such claims. Accordingly, the Parties have determined that it is in their mutual interest to cooperate in a joint defense to permit effective and adequate responses and the Parties shall accordingly cooperate fully in such instances. In the event that a third person raises any of the objections described in this Section 8.1.B, the Parties agree that they would have a mutuality of interest in a common defense as against such objections or claims, and that any communications concerning such issues, whether written or oral (the "Common Interest Communications") would be protected to the fullest extent permitted by law against disclosure

under the work-product doctrine, attorney-client privilege, joint-defense doctrine, common interest privilege and/or other applicable privilege. All Common Interest Communications are intended by the Parties to be privileged and/or protected even without any explicit indication prior to or contemporaneous with the communication that it was so intended. The Parties agree that in the event that a third person seeks disclosure of the Common Interest Communications, they will assert privilege and/or protection over the Common Interest Communications, and oppose any motion to compel disclosure of the Common Interest Communications if they can do so in good faith. In the event that the Common Interest Communications are determined not to be protected or privileged, the Parties agree that they will continue to protect the Common Interest Communications by treating them with the highest level of confidentiality permitted under the law. Notwithstanding the above, nothing in this Section 8.1.B obligates either Party to intervene in a suit in which they have not been named, or to absorb any part of the other Party's legal expenses.

8.2 Insurance

A. Tonaquint shall maintain insurance in accordance with the following insurance coverage during the term of this Franchise:

1. Commercial General Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Network, and the conduct of Tonaquint's business in the Franchise Area to the extent authorized by this Franchise.
2. Automobile Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit for bodily injury and property damage coverage.
3. Workers' Compensation Insurance meeting all legal requirements of the State of Utah.

4. Employers' Liability Insurance in the following amounts:

a. Bodily Injury by Accident: one hundred thousand dollars ($100,000); and
b. Bodily Injury by Disease: one hundred thousand dollars ($100,000) employee limit; five hundred thousand dollars ($500,000) policy limit.

5. The limits of the insurance as provided in this Section 8.2.A shall be subject to any changes as to the maximum limits imposed by law during the term of this Franchise.

B. The City shall be designated as an additional insured under each of the insurance policies required in this Section 8.2 by endorsement on the policies, except Workers' Compensation, Employer's Liability Insurance and Automobile Liability Insurance. The insurance shall be without prejudice to coverage otherwise existing.

C. Tonaquint shall not cancel any required insurance policy, nor shall Tonaquint allow the required insurance to lapse, without obtaining alternative insurance in conformance with this Franchise. For any of the insurance policies identifying the City as an additional insured, as provided under this Section 8.2, Tonaquint shall notify the City within thirty (30) days of any notice of non-renewal, cancellation or any change in coverage materially adverse to the City. Notices will be provided in accordance with the applicable policies. If the insurance is canceled

or materially altered so as to be out of compliance with the requirements of this Section 8.2 during the term of this Franchise, Tonaquint shall provide a replacement policy.

D. Each of the required insurance policies shall be with insurers authorized or permitted to do business in the State of Utah, with an A- or better rating for financial condition and financial performance by A.M. Best's Key Rating Guide, Property/Casualty Edition, or an equivalent rating entity.

E. Tonaquint shall provide the City, within 30 days of the Effective Date of this Franchise, a certificate of insurance certifying the coverage required, which certificate shall be subject to the approval of the City Attorney's Office as to whether the certificate and the insurance certified is consistent with the requirements of this Section 8.2. Failure to maintain adequate insurance as required under this Section 8.2 shall be deemed sufficient cause for revocation of this Franchise.

8.3 Faithful Performance Bond

A. Upon the effective date of this Franchise, Tonaquint shall furnish proof of the posting of a faithful performance bond running to the City with good and sufficient surety approved by the City, in the sum of $100,000, conditioned that Tonaquint shall well and truly observe, fulfill and perform each term and condition of this Franchise. Such bond shall be maintained by Tonaquint throughout the term of this Franchise.

B. Tonaquint shall pay all premiums charged for the bond required under this Section 8.3 and, unless the City Council specifically directs otherwise, shall keep the same in full force and effect at all times through the later of either:

1. The remaining term of this Franchise; or
2. If required by the City, the removal of all of Tonaquint's Network installed in the City's Streets.

C. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without 30 days' prior written notice first being given to the City Manager. The bond shall be subject to the approval of the City Attorney as to its adequacy under the requirements of this Section 8.3. During the term of the bond, Tonaquint shall file with the City Manager a duplicate copy of the bond along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty 30 days' prior written notice to the City.

D. Subject to the City's prior approval, Tonaquint may provide an irrevocable letter of credit or equivalent form of financial assurance in lieu of a faithful performance bond. The alternative form of financial assurance shall give the City substantially the same rights and guarantees provided by a faithful performance bond.

8.4 LIMITATION OF LIABILITY

Except for any unauthorized use or disclosure of Tonaquint's intellectual property rights or a party's confidential information or any indemnification obligations hereunder (1) in no event will either party be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature whatsoever,

including but not limited to any lost profits, lost revenues, lost savings, or harm to business; (2) each party hereby releases the other party, its subsidiaries, parent companies and affiliates, and their respective trustees, officers, directors, managers, council members, employees, and agents from any such claim for such types of damages; and (3) in no event shall the aggregate liability of either party for any breach of this agreement exceed two million dollars ($2,000,000). In particular with respect to construction, Tonaquint's entire liability for any damage caused to the City by any construction work performed by or for Tonaquint will be limited to the cost of repairing physical property damage that occurs at the site of construction. The limitation of liability set forth in this section are a fundamental basis of this Agreement, and each party understands and agrees that the other would not have entered into this agreement without these limitations of liability.

Section 9
GENERAL STREET USE AND CONSTRUCTION

9.1 In General. Tonaquint shall construct its Network in accordance with applicable City regulations and ordinances. The City shall perform its obligations with regard to the Network construction in accordance with applicable ordinances and regulations and the City's processes and practices generally made available to all third parties.

9.2 Construction

A. Tonaquint may perform all construction necessary for the operation and maintenance of its Network within the Streets. All construction and maintenance of Tonaquint's Network within the Streets, regardless of who performs the construction, shall be and remain Tonaquint's responsibility. Tonaquint shall apply for and obtain all permits necessary for construction, maintenance or installation of any Facilities, and for excavating and laying any Facilities within the Streets. Tonaquint shall pay all applicable fees due for such permits.

B. As Tonaquint undertakes and completes the incremental construction of its Network, Tonaquint shall provide updated "as-built" maps to the City Engineer showing the location of Tonaquint's installed Facilities in the Streets. Such "as-built" maps shall be on a scale of three thousand five hundred feet (3,500') per inch or whatever scale the City and Tonaquint agree upon. Tonaquint's "as-built" maps shall be provided in an electronic format (such as pdf or a successor format) acceptable to the City and the Tonaquint. The level of detail in maps provided by Tonaquint shall be limited to that which is needed for the City's administration of the Streets in order to protect Tonaquint's confidential business information and the security of Tonaquint's Network.

9.3 Restoration of Streets. Tonaquint shall, after construction, maintenance or repair of Facilities, leave the Streets in as good or better condition in all respects as they were before the commencement of such construction, maintenance or repairs, excepting normal wear and tear, in strict compliance with the requirements for right-of-way permits established by applicable City Code, and the expense thereof shall be paid by Tonaquint.

9.4 Network Installation. Tonaquint shall not require any Subscriber to install lines or cables in, under or over the Streets in order to connect with or receive Service from Tonaquint's Network.

9.5 Reservation of City Street Rights. Nothing in this Franchise shall prevent the City from constructing sewers; grading, paving, repairing and/or altering any Street; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Tonaquint's Network.

9.6 Street Vacation. Upon receipt of any request for vacation of any Street or portion thereof used by Tonaquint, the City shall provide Tonaquint with the standard notice provided for street vacations. If any Street or portion thereof used by Tonaquint is vacated by the City during the term of this Franchise, unless the City Council specifically reserves to Tonaquint the right to continue its installation in the vacated Street area or Tonaquint secures such right from the third party that will have title to the area in which Tonaquint has its Facilities, Tonaquint shall without delay or expense to the City remove its Facilities from such Street, and restore, repair or reconstruct the Street where such removal has occurred, and place the Street in such condition as may be required consistent with the City Code, which shall be no worse than the condition of such Street immediately prior to removal. The City shall make reasonable efforts to assist Tonaquint in identifying potential available alternative locations within the Streets or, if requested by Tonaquint, will cooperate with Tonaquint's efforts to secure an alternate location in the vacated Street area from the third party that shall have ownership after vacation. In the event of failure, neglect or refusal of Tonaquint, after 30 days' notice by the City Council, to restore, repair or reconstruct such Street, the City may do such work or cause it to be done, and the cost thereof, as found and declared by City Council, shall be paid by Tonaquint.

9.7 Common Users

A. For the purposes of this Section 9.7:

1. "Attachment" means any wire, optical fiber or other cable, and any related device, apparatus or auxiliary equipment, for the purpose of voice, video or data transmission.
2. "Conduit Facility" means any structure, or section thereof, containing one or more Ducts, conduits, manholes, handhole, or other such facilities in Tonaquint's Network.
3. "Duct" means a single enclosed raceway for power or communication lines, conductors, optical fiber, wire or other cable.
4. "Licensee" means any person, firm, corporation, partnership, company, association, joint stock association or cooperatively organized association franchised, licensed or otherwise permitted by the City to use the Streets.
5. "Surplus Ducts or Conduits" are Conduit Facilities other than: those occupied by Tonaquint or any prior Licensee; one unoccupied duct held by Tonaquint as an emergency use spare; and other unoccupied ducts that Tonaquint reasonably expects to use within the next 60 months.

B. Tonaquint acknowledges that the Streets have a finite capacity for containing conduits. Therefore, Tonaquint agrees that, whenever the City Engineer makes a reasonable determination that it is impracticable to permit construction of an underground conduit network by any other Licensee, the City Engineer may require upon reasonable notice and an opportunity to object, that Tonaquint afford to such person the right to use Tonaquint's Surplus Ducts or Conduits in common with Tonaquint, unless safety or engineering concerns cannot reasonably be mitigated or eliminated. This right of use shall be subject to the terms and conditions of an agreement for

use of Surplus Ducts or Conduits entered into by Tonaquint and the Licensee, and to the safety and reliability of Tonaquint's Network and maintenance requirements. Any agreement governing the terms and conditions of use of Surplus Ducts or Conduits may, at Tonaquint's discretion, require use of Tonaquint's employees or contractors in any work occurring in Tonaquint's vaults.

C. If Tonaquint and any Licensee fail or cannot otherwise agree to fair and equitable terms, conditions and regulations, including but not limited to a conduit rental rate, within a reasonable period of time, Tonaquint and the Licensee shall enter into non-binding arbitration to determine such terms, conditions and regulations. In such arbitration, the arbitrators shall determine the conduit rental rate at a fair market rate.

D. A Licensee occupying part of a Duct shall be deemed to occupy the entire Duct.

E. Tonaquint shall give a Licensee a minimum of 120 days' notice of its need to occupy licensed Conduit Facility or Duct and shall propose that the Licensee take the first feasible action as follows:

1. Pay revised Conduit Facility or Duct rent designed to recover the cost of retrofitting the Conduit Facility or Duct with multiplexing, optical fibers or other space-saving technology sufficient to meet Tonaquint's space needs;

2. Pay revised Conduit Facility or Duct rent designed to recover the cost of new Conduit Facility or Duct constructed to meet Tonaquint's space needs;
3. Vacate the Conduit Facility or Duct that is no longer surplus; or
4. Construct and maintain sufficient new Conduit Facility or Duct to meet Tonaquint's space needs.

F. When two or more Licensees occupy a portion of Conduit Facility or Duct, the last Licensee to occupy the Conduit Facility or Duct shall be the first to vacate or construct new Conduit Facility or Duct as directed by Tonaquint. When Conduit Facility or Duct rent is revised because of retrofitting of space-saving technology or construction of new Conduit Facility or Duct, all Licensees shall bear the increased cost.

G. All Attachments under this Section 9.7 shall meet local, state and federal clearance and other safety requirements, be adequately grounded and anchored, and meet the provisions of contracts executed between the Tonaquint and the Licensee. Tonaquint, at its option, may correct any attachment deficiencies and charge the Licensee for its costs. Each Licensee shall pay Tonaquint for any fines, fees, damages or other costs the Licensee's attachments cause Tonaquint to incur.

H. The City will be allowed to access and use Tonaquint's Surplus Ducts or Conduits without use fees, subject to the same process and other terms applicable to Licensees under Section 9.7 and subject to a separate written agreement between the City and Tonaquint specifying the terms of such access and usage by the City.

9.8 Discontinuing Use of Facilities. If Tonaquint decides to discontinue use of Facilities within all or a portion of the Streets and does not intend to use those Facilities again in the future, the City may direct Tonaquint to remove the Facilities or may permit the Facilities to be left in place as abandoned, which permission shall not be unreasonably withheld or delayed. If Tonaquint is permitted to abandon its Facilities in place, upon written consent of the City, the

ownership of Facilities in the City's Streets shall transfer to the City and Tonaquint shall have no further obligation therefor. Notwithstanding Tonaquint's request that any such Facility remain in place, the City Engineer may require Tonaquint to remove the Facility from the street area or modify the Facility in order to protect the public health and safety or otherwise serve the public interest. The City Engineer may require Tonaquint to perform a combination of modification and removal of the Facility. Tonaquint shall complete such removal or modification in accordance with a reasonable schedule set by the City Engineer. Until such time as Tonaquint removes or modifies the Facility as directed by the City Engineer, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Tonaquint shall be responsible for all necessary repairs and relocations of the Facility, as well as restoration of the Street, in the same manner and degree as if the Facility were in active use, and Tonaquint shall retain all liability for such Facility.

9.9 Construction and Use of Poles. If Tonaquint constructs any poles in the Streets, the poles shall be located and maintained in accordance with applicable City Code and implementing regulations.

9.10 Tree Trimming

A. When Permits Needed. Upon obtaining a written permit from the City Forester, Tonaquint may prune or cause to be pruned, using proper utility arboricultural practices and in accordance with such permit, any tree in or overhanging the Streets that interferes with Tonaquint's Facilities. Except in emergencies or by special written permission of the City Forester, Tonaquint may not prune trees at a point below 30 feet above sidewalk grade until seven calendar days after written notice has been given to the owner or occupant of the premises abutting the Street in or over which the tree is growing. The owner or occupant shall have seven calendar days from receipt of notice to have such trees pruned by a qualified line clearance arborist at his or her own expense in accordance with Tonaquint's standards for reliable Service, provided that the owner or occupant agrees to use tree pruning personnel who are qualified to work in close proximity to power lines. If the owner or occupant fails to do so in compliance with the notice, Tonaquint may prune such tree at its expense.

B. Programmatic Permits. The City Forester may, at the City Forester's discretion, waive the notification and single tree permit process and issue a programmatic tree pruning permit if Tonaquint adequately demonstrates to the City Forester's satisfaction the ability to consistently apply proper utility arboricultural practices to the pruning of trees. Before any programmatic permit may be issued, any contractor of Tonaquint shall be subject to the approval of the City Forester. The City Forester shall have the discretion to cancel the programmatic permit, after notice to the Tonaquint, if at any time Tonaquint or its agents: fail to use proper utility arboricultural practices; fail to properly notify the public in accordance with applicable City requirements; or violates any other City requirements on tree trimming.

C. Emergencies. Notwithstanding the permit and notice requirements of this Section 9.10, in the event of an emergency, Tonaquint may prune a tree or trees as necessary to abate the emergency. For purposes of this subsection, emergencies exist when it is necessary to prune a tree or trees in order to restore Network services, or to protect the public from imminent danger, or to prevent the imminent destruction of property.

Section 10
EMERGENCY ALERTING

10.1 Emergency Alerting. Tonaquint shall comply with all applicable federal and state regulations regarding emergency alert messaging.

10.2 Public Alerts. Tonaquint will cooperate with the City to provide outage information to the benefit of Subscribers and the community.

Section 11
ASSIGNMENT OR TRANSFER OF TONAQUINT'S FRANCHISE

11.1 Council Consent. Tonaquint shall not sell, lease, mortgage, assign, merge or otherwise transfer this Franchise (a "Transfer"), except to an entity that controls, is controlled by or is under common control with Tonaquint (each an "Affiliate"), without the prior written consent of the City as expressed by ordinance, which consent shall not be unreasonably withheld, delayed or conditioned. Tonaquint shall give written notice to the City of any Transfer to an Affiliate within ten days of such transfer. The City's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance. Nothing contained in this Franchise shall be deemed to prohibit the mortgage, pledge, sale or assignment of tangible assets of Tonaquint's Network for any purpose without the City's consent. Tonaquint acknowledges that any purchaser of any or all of the assets of Tonaquint may not continue to maintain the Network in the Streets unless it is permitted to do so under the terms of a franchise or other grant of authority from the City Council by ordinance.

11.2 Review

A. In determining whether the City will consent to any Transfer that requires its consent, the City may inquire into the technical, legal and financial qualifications of the prospective party. Tonaquint shall assist the City in any such inquiry. The City may condition any Transfer that requires its consent upon such conditions related to the technical, legal and financial qualifications of the prospective party to perform according to the terms of this Franchise, as it deems reasonably appropriate or to the resolution of outstanding and unresolved issues of Tonaquint's noncompliance with the terms and conditions of this Franchise.

B. No Transfer for which the City's consent by ordinance is required may occur until the transferee has complied with the requirements of Section 10 of this Franchise, including, but not limited to, providing certificates of insurance, unless the City Council waives such compliance by ordinance. Within ten (10) days after execution and delivery of any instrument so consented to by the City, Tonaquint shall file with the City Manager an executed counterpart or certified copy thereof.

11.3 Leases. Tonaquint may lease any portion of its Network in the ordinary course of its business without otherwise obtaining the City's consent by ordinance, so long as Tonaquint remains solely responsible for locating, servicing, repairing, relocating or removing such portion of its Network or the lessee is permitted to maintain the Network in the Streets under the terms of a franchise or other grant of authority from the City Council by ordinance. A lessee of any portion of Tonaquint's Network shall not thereby obtain any rights under this Franchise.

Section 12
CITY REGULATORY AUTHORITY

12.1 City Regulatory Rights

A. The City Council shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest.

B. Tonaquint shall not be relieved of its obligations to comply, promptly and completely, with any provision of this Franchise by any failure of the City to promptly enforce compliance with this Franchise.

Section 13
WARRANTY DISCLAIMER

Except as otherwise set forth herein, each party expressly disclaims all warranties of any kind, express or implied, in relation to the project contemplated by this Agreement. Tonaquint does not warrant that it shall complete the project or operate the Network or offer services for any specified term. Each party acknowledges that it is technically impracticable to provide networks or services free of faults and free of capacity limitations and the parties do not undertake to do so. Unless otherwise set forth in Tonaquint's terms of service, the Network and the Services will be provided by Tonaquint on an "as is" and "as available" basis. Tonaquint makes no warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of title, merchantability, fitness for a particular use and non-infringement, in connection with the project. Tonaquint makes no representations about any content or information made accessible by the project.

Section 14
FRANCHISE VIOLATIONS AND REMEDIES, EXPIRATION AND RENEWAL

14.1 Remedies for Franchise Violations

A. In addition to any rights set out elsewhere in this Franchise, or such other rights as it may possess, the City reserves the right at its discretion to apply any of the following remedies, alone or in combination, in the event Tonaquint violates any material provision of this Franchise, receives written notice of such violation and fails to cure such violation in accordance with Section 14.2 of this Franchise.

1. Initiate Escalated Dispute Resolution as provided in Section 14.1.C;
2. Recover specific damages from all or any part of the security provided pursuant to this Franchise, including without limitation any performance bond, letter of credit or other security, provided, however, the assessment shall be for such amount as the City reasonably determines is necessary to remedy the violation;
3. Commence litigation seeking recovery of monetary damages or specific performance of this Franchise, as such remedy may be available; or
4. Shorten the term of or revoke this Franchise.

B. Compliance and Enforcement

1. Tonaquint shall not be relieved of its obligations to comply promptly with this Franchise by reason of any failure of the City to enforce prompt compliance. The City's failure to enforce shall not constitute a waiver of any term, condition or obligation imposed upon Tonaquint under this Franchise, nor a waiver of rights by the City or acquiescence in Tonaquint's conduct. A specific waiver of a particular term, condition or obligation imposed upon Tonaquint under this Franchise shall not be a waiver of any other or subsequent or future breach of the same or of any other term, condition or obligation. The acts or omissions of affiliates are not beyond Tonaquint's control, and the knowledge of affiliates shall be imputed to Tonaquint.
2. Subject to applicable law, the remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any available rights of the City at law or equity.

C. Escalated Dispute Resolution

1. If the City and Tonaquint are unable to resolve Franchise violation disputes informally, the City and Tonaquint agree to use escalated dispute resolution to attempt to resolve disputes regarding violations of the following Franchise provisions:

a. Failure to provide reports, maps or other requested information or data as required under this Franchise;
b. Failure to respond to review requests as required by Section 6.7 of this Franchise; and
c. Failure to comply with Section 11 in connection with an assignment, transfer, merger, lease, sale or mortgage of this Franchise.

2. The City shall deliver written notice ("Notice") to Tonaquint describing the violation with sufficient detail to adequately identify the nature of the dispute. Tonaquint shall designate a representative ("Representative") with actual authority to cure the violation. Within 30 business days of the Notice, the Representative shall meet with the City at least once in an effort to reach agreement on resolving the dispute. Within 45 business days from the date of the Notice, the City and the Representative shall produce a written report describing the dispute and memorializing its resolution (or their respective proposals for resolving it, if they cannot agree).

3. If the dispute is not resolved by the Parties under subsection (2), their respective superiors ("Level II Management") shall meet at least once in person within 30 business days of the completion of the Representatives' written report in an effort to resolve the dispute. If Level II Management cannot resolve the dispute or agree upon a written plan to do so within ten (10) days after their initial meeting, or if the Parties settle the dispute but one party subsequently believes that the other party has not complied with the terms of the settlement, either party may request that the dispute be addressed by the Parties' respective senior management ("Senior Management").

4. If Senior Management are unable to resolve the dispute within 30 business days after it is referred to them, either Party may request mediation under Section 16.1 of this Franchise.

5. Except as necessary to avoid irreparable injury or as specifically provided in the Franchise, the City will not otherwise exercise its remedies under Section 14 unless and until this escalated dispute resolution procedure under this Section 14.1.C has been fully employed or waived. Neither Party shall be excused from performance in accordance with this Franchise while a dispute is being addressed through the procedure outlined in this Section 14.1.C.

14.2 Notice and Opportunity to Cure

A. The City shall give Tonaquint 30 days' prior written notice of its intent to exercise any of its rights under Section 14.1.A.2–4 of this Franchise, identifying the reasons for such action.

B. If Tonaquint removes or otherwise cures the asserted violation constituting the stated reason within the 30-day notice period, or if cure is not reasonably possible within the 30-day period and Tonaquint initiates good faith efforts satisfactory to the City within the 30-day period to cure the asserted violation constituting the stated reason and the efforts continue in good faith, the City shall not exercise its rights under Section 14.1.A.2–4 of this Franchise.

C. If Tonaquint fails to remove or otherwise cure the asserted violation constituting the stated reason within the 30-day notice period, or if Tonaquint does not undertake and continue efforts satisfactory to the City to remedy the stated reason, then the City may exercise any or all of the remedies available under Section 14 or such other rights as the City may possess.

14.3 Minor Variances. The City may, upon request of Tonaquint or its own motion, permit Tonaquint to vary its manner of performance under this Franchise so long as the variance does not result in a substantial change in the terms of this Franchise or a substantial reduction in the services to be provided.

14.4 Expiration

A. Upon the expiration of this Franchise, the City shall have the right, at its election, to:

1. Renew or extend Tonaquint's Franchise; or
2. Decline to grant a renewed franchise.

B. Until such time as the City exercises its rights under this Section 14.4, Tonaquint's rights and responsibilities to operate the Network within the City shall be governed by the terms of this Franchise.

Section 15
MISCELLANEOUS PROVISIONS

15.1 Mediation

A. The Parties agree that should any dispute arise between them concerning any aspect of this Franchise that is not resolved by mutual agreement of the Parties, and unless either party believes in good faith that injunctive relief is warranted, the dispute may be submitted to mediated negotiation prior to any party commencing litigation. In such event, the Parties may agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator.

If the Parties are unable to successfully conclude the mediation within 45 days from the date of the selection of the mediator, either party may terminate further mediation by sending written notice. After written termination notice has been received by the other party, either party may pursue any other available legal remedies. All costs associated with mediation shall be borne, equally and separately, by the Parties.

B. In any mediation regarding a modification of this Franchise, the Parties agree that they shall attempt, in good faith, to agree to modifications to the Franchise so that the net rights and obligations of the Parties remain substantially the same after the modification, as they were prior to the events and circumstances leading to the mediation proceeding.

15.2 Severability and Survivability. If any Section, provision or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, unless the City Council determines such Section, provision or clause was material to the City's agreement to issue the Franchise. All provisions concerning indemnification, or removal of Tonaquint's Facilities from the Streets, shall survive the expiration of this Franchise or termination of this Franchise for any cause. Expiration or termination of this Franchise shall not extinguish, prejudice or limit either party's right to enforce this Franchise with respect to any default or defect in performance that has not been corrected.

15.3 Nonenforcement by the City. Tonaquint shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect. The City Council shall be vested with the power and authority to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest.

15.4 Action by Agencies or Courts. Tonaquint shall promptly notify the City in the event that any agency of the federal government or the State of Utah or any court with competent jurisdiction requires Tonaquint to act inconsistently with any provisions of this Franchise. Upon receipt of such notification, the City or Tonaquint may determine if a material provision of this Franchise has been affected. Upon such determination, the City or Tonaquint may seek to modify or amend this Franchise, pursuant to this Section 15.4, as may be necessary to carry out the Parties' intentions and purposes under this Franchise.

15.5 Choice of Forum. Any litigation between the Parties arising under or regarding this Franchise shall occur, if in the state courts, in the Washington County Fifth District Court, and if in the federal courts, in the United States District Court for the District of Utah, Central Division.

15.6 Choice of Law. This Franchise shall be governed by and construed in accordance with the laws of the State of Utah, even if Utah's choice of law rules would otherwise require application of the law of a different state.

15.7 Notice. Any notice provided for under this Franchise shall be effective if in writing and: (1) delivered personally to the addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested; (2) sent by overnight or commercial air courier; (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-

receipt, or by confirmation that the electronic mail was accessed, downloaded or printed. Notice will be deemed to have been adequately given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day. Notices shall be addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City: St. George City Manager, 175 E. 200 N., St. George, UT 84770
With a copy to: City Attorney's Office, 175 E. 200 N., St. George, UT 84770

If to Tonaquint: Tonaquint Networks, LLC, Attn: General Counsel, 1108 W 1600 S Ste B-201, St. George, UT 84770

15.8 Reasonability of Actions. In any matter provided for in this Franchise involving discretionary acts by the City or the Tonaquint, including but not limited to the giving of consent, approval or instructions, the Parties agree that they will each act in a manner that is reasonable under the circumstances.

15.9 Force Majeure

A. For purposes of this Franchise, the term "Force Majeure" shall mean acts of God, landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, acts of terrorism or of the public enemy, strikes, explosions, lockouts or other industrial disturbances, insurrections, public riots, partial or entire failure of utilities, documented work delays caused by waiting for utility providers to service or monitor utility poles to which Tonaquint's facilities are attached and documented, unavailability of materials and/or qualified labor to perform the work necessary; and other similar events which are not reasonably within the control of the distressed party.

B. If either party is wholly or partially unable to carry out or perform its obligations under this Franchise as a result of Force Majeure, the distressed party shall not be deemed in violation or default during the duration of the Force Majeure. The distressed party shall take immediate and diligent steps to comply as soon as possible under the circumstances, and shall take all necessary corrective steps to remedy as expeditiously as possible the non-compliant responsibilities and duties affected by the Force Majeure. The distressed party shall give prompt notice of such Force Majeure, describing the same in reasonable detail. The distressed party's obligations under this Franchise shall not be deemed in violation or default for the duration of the Force Majeure. In the event that delay in performance or failure to perform affects only part of the distressed party's capacity to perform, the distressed party shall perform to the extent that it is reasonably able to do so. Force Majeure shall not apply to any obligations under this Franchise for the payment of monies due. The acts or omissions of Affiliates are not beyond the Tonaquint's control, and knowledge of Affiliates shall be imputed to Tonaquint.

15.10 Integration and Written Modification. Except as otherwise expressly provided within this Franchise, this Franchise contains the entire agreement between the Parties. This Franchise may not be altered or modified orally but only by an instrument in writing executed by duly authorized representatives of the Parties.

15.13 Changes in Law or Unenforceability of Franchise Provisions

A. The Parties have entered into this Franchise under the federal and state laws in effect on the effective date of this Franchise. The Parties reserve the right to mutually agree on modifications to this Franchise to account for changes in the law during the term of this Franchise, or to negotiate modifications in this Franchise if any provision of this Franchise becomes, or is declared, invalid or unenforceable.

B. Upon written notice from either party, the Parties may voluntarily agree to participate in a non-binding mediation proceeding under Section 15.1 of this Franchise to mediate, in good faith, modifications to the terms and conditions of this Franchise. The written request shall specifically identify the particular reasons for the modification sought by the requesting party.

15.14 Renegotiation. If any provision of this Franchise becomes invalid or unenforceable and the City Council or Tonaquint expressly finds that such provision constituted a consideration material to this Franchise, then the Parties shall renegotiate the terms of this Franchise, subject to the mediation procedures of Section 15.1. The party seeking renegotiation shall serve on the other party written notice of a request to mediate. The parties shall have 90 days to conduct and complete the renegotiation.

Section 17
WRITTEN ACCEPTANCE

17.1 Written Acceptance. On or before 30 days after this Franchise becomes effective, Tonaquint shall file with the City Manager's Office a written acceptance of this Franchise duly executed by Tonaquint, in the form provided in Exhibit A to this Franchise. Such acceptance shall be unqualified and shall be an acceptance of all the terms, conditions and restrictions contained in this Franchise.

17.2 Failure to File Acceptance. Any failure on the part of Tonaquint to file such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred by this Franchise, and this Franchise shall thereupon be null and void.

IN WITNESS WHEREOF, this Franchise is signed by the Parties this _____ day of _____, 20___.

CITY OF ST. GEORGE, UTAH

_____
By: Jon Pike, Mayor

TONAQUINT NETWORKS, LLC

_____
By: Kay H. Traveller, Manager

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

_____
Shawn M. Guzman, City Attorney

EXHIBIT A: Form of Acceptance

ACCEPTANCE

[DATE]

St. George City Manager

175 E. 200 N.

St. George, UT 84770

This is to advise the City of St. George, Utah that Tonaquint Networks, LLC hereby unqualifiedly accepts the terms and provisions of the Franchise that was approved and executed under the authority of Ordinance No._____, passed by the St. George City Council on the _____ day of 20___. In consideration of the benefits to be received under the Ordinance, Tonaquint Networks, LLC agrees to abide by and perform each and all of the applicable terms and provisions of Ordinance No. _____.

TONAQUINT NETWORKS, LLC

_____

Kay H. Traveller, Manager

Date:

STATE OF UTAH)

County of WASHINGTON)

On this day of ____, in the year 20___, before me, _____, a notary public, personally appeared _____, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

_____

Deanna Brklacich

From: Deanna Brklacich
Sent: Wednesday, June 17, 2015 10:29 AM
To: 'kim.hafen@washco.utah.gov'
Subject: Taxable and Market Value Information for St. George for 2014 and 2015

Hi Kim,

Fitch Ratings is doing a routine bond rating review of our sales tax bonds and would like St. George's taxable value and market value for 2014 and 2015. I've searched the State Tax Commissions – Property Tax Division's website and it appears to be going through an overhaul. I can't locate the real property tax values reports. Do you happen to have the information shown below for 2014 and 2015? And if you happen to have a website link that you can send me, that would be even better.

Thanks,

Deanna Brklacich, CPA
Administrative Services Director
City of St. George
ph: 435-627-4004
deanna.brklacich@sgcity.org

UTAH STATE TAX COMMISSION

Property Tax Division
2013 LIST OF FINAL VALUES
BY ENTITY / BY PROPERTY TYPE

County Number: 27 **County Name:** WASHINGTON
Entity Number: 3880 **Entity Name:** ST GEORGE CITY

	Taxable Value	Market Value
REAL PROPERTY - LAND		
Primary Residential	$658,051,785	1,196,457,791*
Secondary Residential	$340,365,300	$340,365,300
Commercial and Industrial	$489,994,300	$489,994,300
FAA (Greenbelt)	$587,845	$587,845
Unimproved Non FAA - Vacant	$515,012,210	$515,012,210
REAL PROPERTY - LAND	2,004,011,440	$2,542,417,446
REAL PROPERTY - BUILDINGS		
Primary Residential	$1,866,538,850	$3,393,707,000*
Secondary Residential	$907,412,450	$907,412,450
Commercial and Industrial	$710,851,415	$710,851,415
Agricultural	$2,295,150	$2,295,150
	$3,487,097,865	$5,014,266,015
TOTAL REAL PROPERTY - LAND & BUILDINGS	$5,491,109,305	$7,556,683,461
PERSONAL PROPERTY		
Primary Mobile Homes	$3,329,903	$6,054,369*
Secondary Mobile Homes	$3,210,219	$3,210,219
Other Business Personal Property	$250,988,393	$250,988,393
Semiconductor Manufacturing Equipment	$0	$0
TOTAL PERSONAL PROPERTY	$257,528,515	$260,252,981
CENTRALLY ASSESSED VALUES		
TOTAL CENTRALLY ASSESSED VALUES	$131,112,562	$131,112,562
GRAND TOTAL REAL PROPERTY, PERSONAL PROPERTY, CENTRALLY ASSESSED	$5,879,750,382	$7,948,049,004
MOTOR VEHICLE VALUES		
MOTOR VEHICLE VALUE ESTIMATE	$43,565,733	$43,565,733
GRAND TOTAL REAL PROPERTY, PERSONAL PROPERTY, CENTRALLY ASSESSED, AND MOTOR VEHICLE	$5,923,316,115	$7,991,614,737

Property information from TC-233b reports; MV revenue from TC-756 reports from each county.
* *Taxable Value is market value less any applicable reduction allowed for residential property under Section 59-2-103. Market Value is taxable value for primary residential property/.55 to estimate a market value before the residential exemption was applied.*

DRAFT

Agenda Item Number : 6E

Request For Council Action

Date Submitted	2015-06-11 10:28:25
Applicant	City of St. George
Quick Title	Instrument of Release
Subject	Approval to sign instrument of release with the FAA for old Airport property.
Discussion	This Document would release the old Airport property to be sold with the proceeds to be used to reimburse the City for costs of building the new Airport.
Cost	$0.00
City Manager Recommendation	This is the formal acceptance of the FAA's instrument of release of the old Airport property. This would allow us to sell the property and use the proceeds to reimburse ourselves for our costs of building the new Airport with any remaining funds left over to be reserved for improvements at the new Airport. Recommend approval.
Action Taken	
Requested by	Gary S. Esplin
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

U.S. Department
of Transportation

**Federal Aviation
Administration**

Northwest Mountain Region
Colorado, Idaho, Montana
Oregon, Utah, Washington,
Wyoming

Denver Airports District Office
26805 East 68th Ave., Suite 224
Denver, CO 80249-6361
(303) 342-1282

June 2, 2015

The Honorable Jonathan T. Pike
Mayor, City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mayor Pike:

This letter is in reply to the City of St. George's request for the release of the remaining approximately 223 acres of land at the former St. George Municipal Airport, St. George, Utah, from all the restrictions and conditions of agreements with the United States Government.

We have determined that the property (remaining approximately 223 acres) described on the enclosed instrument of release is no longer needed for aeronautical purposes, and that the City of St. George is to be released from the terms and conditions of the various grant agreements which affect this land. Based on your request we have executed an Instrument of Release dated June 2, 2015.

In order to complete the release process we need the following items:

1. A formally accepted and recorded (Volume and Page Number) copy of the Federal Aviation Administration (FAA) Instrument of Release.

2. A plan detailing how the City will use the proceeds from the sale of this land.

If you have any questions, please contact Mr. Marc Miller at (303) 342-1282.

Sincerely,

John P. Bauer, Manager
Denver Airports District Office

Enclosure: Instrument of Release

INSTRUMENT OF RELEASE

THIS INSTRUMENT OF RELEASE, made by the United States of America, acting through the Federal Aviation Administration to the City of St. George, Utah.

WHEREAS,

The United States, acting by and through the Administrator, Federal Aviation Administration, granted Federal Funds for land acquisition and development of the St. George Municipal Airport, in Grant Agreements numbered AIP 3-49-0030-01 through AIP 3-49-0030-19 and 3-49-0060-01 through 3-49-0060-15 and 3-49-0060-20 through 3-49-0060-21; and

WHEREAS,

Said Grant Agreements provide that said land is for airports use, and

WHEREAS,

The Administrator of the Federal Aviation Administration has determined that the hereinafter described land no longer serves the purpose for which it was acquired and made subject to certain terms, conditions, reservations and restrictions in said Grant Agreement.

NOW THEREFORE, for and in consideration of the City of St. George, Utah, the Administrator of the Federal Aviation Administration, on behalf of the United States, hereby releases unto the City of St. George, Utah, the hereinafter described real property subject to the following provisions and reservations:

1. The City of St. George, Utah agrees to continue to be bound by and further agrees to reserve unto itself, its successors and assigns in any instruments of transfer conveying title or any interest in the hereinafter described real property, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may

be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the said airspace and for use of said airspace for landing on, taking off from, or operating on the St. George Municipal Airport.

2. That the City of St. George, Utah, expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the St. George Municipal Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, the grantor is to reserve the right to enter upon the land released hereunder and to remove the offending structure or object and to cut the offending growth, all of which shall be at the expense of the grantee.

3. That the City of St. George agrees to sell or otherwise dispose of the Property and to use the proceeds to reimburse the City for costs incurred in the construction of the new airport and for on-going costs for the operation of the new airport.

By this Instrument of Release, the United States of America by and through the Administrator, Federal Aviation Administration, hereby releases the real property described below from all the remaining conditions, reservations and restrictions except those reserved herein, contained in the identified Grant Agreements.

The real property is located within the City of St. George, State of Utah, and legally described as follows:

Beginning at a pont being 1,332.04 feet N 89°31'29" W from the Southeast Corner of Section 36, Township 42 South, Range 16 West, SLB&M (said section corner also being the Township Corner of Township 42 South and Township 43 South, and the Range Corner of Range 15 West and Range 16 West, SLM&M) to the POINT OF BEGINNING;
thence N 89°31'30" W 171.66 feet; thence S 01°23'00" W 531.10 feet;
thence N 88°37'00" W 700.00 feet; thence N 01°23'00" E 520.00 feet;
thence N 89°31'30" W 460.00 feet; thence N 00°39'45" E 1,329.88 feet;
thence continue northerly along said line, a distance of 1,329.88 feet;
thence continue northerly along said line, a distance of 2,699.73 feet;

thence N 00°35'16" E 2,309.02 feet; thence N 18°21'04" E 375.06 feet;
thence S 88°48'38" E 1,210.00 feet; thence S 00°30'48" W 1,260.91 feet;
thence S 42°13'00" E 20.92 feet; thence S 40°09'00" E 22.97 feet;
thence S 38°29'00" E 11.89 feet; thence S 36°31'00" E 11.94 feet;
thence S 31°33'00" E 11.93 feet; thence S 26°50'00" E 11.63 feet;
thence S 88°52'04" E 22.00 feet; thence S 22°19'00" E 20.70 feet;
thence S 88°52'16" E 115.94 feet; thence N 00°40'56" E 18.99 feet;
thence S 88°52'16" E 128.46 feet; thence S 00°30'49" W 1,331.97 feet;
thence N 88°55'53" W 108.39 feet; thence S 13°33'06" E 28.01 feet;
thence S 52°01'46" E 123.86 feet; thence S 26°05'42" E 127.33 feet;
thence S 03°00'04" W 155.43 feet; thence S 45°13'15" W 51.80 feet;
thence N 89°39'36" W 157.41 feet; thence S 32°28'59" W 102.85 feet;
thence S 42°53'51" W 366.36 feet to a point of curve to the left having a radius of 379.76 feet and a center angle of 39°31'55"; thence southwesterly along the arc a distance of 262.02 feet to a point of compound curve to the left having a radius of 2,363.47 feet and a center angle of 05°11'14"; thence southerly along the arc, a distance of 213.98 feet to a point compound curve to the left having a radius of 290.00 feet and a center angle of 43°54'53"; thence southeasterly along the arc, a distance of 222.27 feet to a point of reverse curve to the right having a radius of 483.39 feet and a center angle of 17°25'42"; thence southeasterly along the arc, a distance of 147.04 feet;
thence S 89°39'36" E 37.79 feet; thence S 00°34'45" W 1,152.33 feet;
thence S 00°39'45" W 2,659.77 feet to the POINT OF BEGINNING.
Containing 11,464,635.05 square feet or 263.1919 acres, more or less.

Note: a rotation of -01°16'00" was applied to this parcel to match the City of St. George Horizontal Control Network (HCN).

LESS AND EXCEPTING

The Southwest quarter of the southeast quarter of section twenty-five in township forty-two south of range sixteen west of the Salt Lake Meridian, State of Utah, containing 40 acres according to the Official Plats of the Survey of the said lands on file in the Bureau of Land Management, Department of the Interior.

By its acceptance of this Instrument of Release the City of St. George, Utah covenants and agrees for itself, its successors and assigns to comply with and observe all the limitations set forth herein, expressly limited to the above described property.

IN WITNESS WHEREOF the United States of America has caused this Instrument of Release to be executed as of the 2nd day of JUNE 2015.

UNITED STATES OF AMERICA

Federal Aviation Administration

By_____

Manager, Denver Airports District Office

ATTEST:

ACCEPTED:

By_____
City Recorder

By_____
St. George, Utah

APPROVED:

_____
Sponsor's Attorney

DRAFT

Agenda Item Number : 6F

Request For Council Action

Date Submitted	2015-06-11 12:16:37
Applicant	Quality Development, LLC, et al
Quick Title	Desert Canyons Open Space Donation Agreement
Subject	Open Space is being dedicated to the City by the Developer pursuant to a Development Agreement for four plats
Discussion	Four plats are covered in this Open Space donation: Desert Rim Phases 1 & 2 and Deserts Plateau Phases 3 & 4. The donation totals 6.89 acres, and also will create a bank of open space for future plats of 3.11 acres.
Cost	$0.00
City Manager Recommendation	Recommend approval.
Action Taken	
Requested by	Victoria Hales
File Attachments	DOC002.pdf

Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	DOC002.pdf

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

DONATION AGREEMENT FOR
DESERT CANYONS OPEN SPACE BANK

This Agreement is entered into this _____ day of _____, 2015, by and between the CITY OF ST. GEORGE, a Utah municipal corporation, hereinafter referred to as City, and QUALITY VENTURE ONE, LC, a Utah Limited Liability Company, QUALITY DEVELOPMENT, LLC, a Utah Limited Liability Company, and K & D Family, L.L.C., a Utah limited liability company, hereinafter referred to as "Donors," regarding real property located in Washington County, State of Utah.

RECITALS

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

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

WHEREAS, the Developer is required to dedicate open space with plats in this development, pursuant to the terms of a Development Agreement dated July 16, 2009, and recorded in the Washington County Recorder's Office as document #200900028798, and Developer has agreed to restore the proposed open space, so it meets city's request that it be undisturbed.

AGREEMENT

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

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

2. Property to be Donated. The donated property is approximately 6.89 acres. Of the total 6.89 acres of property to be donated, 3.78 acres will be attributed to the Desert Canyons' subdivision plats for Desert Rim Phase 1, Desert Rim Phase 2, Desert Plateau Phase 3, Desert Plateau Phase 4 and the make up of an open space shortfall for previous subdivisions. The remainder 3.11 acres of property donated as open space shall be reserved, and shall count as a credit toward future open space requirements for residential subdivisions at Desert Canyons. The total of 6.89 acres is collectively referred to as the Open Space Property, and is more particularly described as follows:

See attached Exhibit A

3. Restoration of Open Space Disturbed Areas. Prior to acceptance of the dedication of the Open Space Property to the City, certain portions of proposed open space were disturbed during construction. The Open Space Property is described in Exhibit A attached hereto and incorporated herein by this reference. The City and Developer agree that the Developer shall hydro seed the disturbed areas using City approved native seed mix and hydro seed application standards. Additionally, Developer will remove any trash or construction debris on the open space areas. The disturbed areas are identified as the fill slope from the adjacent development, and an area along Desert Canyons Parkway between the back of sidewalk and the native, undisturbed open space. The restoration and trash removal will be completed by December 1, 2015. If the restoration and trash removal is not completed by that date, the property in the Open Space Property will automatically revert to the Developer, and the Developer will have to donate new open space in its place.

4. Failure to perform. Prior to the recordation of any of the plats which are the subject of this Agreement, Developer shall post a payment and performance bond (Bond) in an amount of 120% of the cost of the agreed upon open space hydro seeding improvements. The Completion Bond Estimate is attached hereto as Exhibit B, and incorporated herein by this reference. Should Developer fail to perform its obligations pursuant to the terms of this Agreement, the City's shall have the right to recover the costs necessary to restore and amend the disturbed open space, interest thereon, attorney's fees, and to obtain reimbursement through collection on the Bond.

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

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

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

8. Time of the Essence. Time is of the essence in this Agreement.

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

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

11. Merger. This Agreement shall survive the conveyance of the Open Space Property.

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

QUALITY VENTURE ONE, L.C.

a Utah Limited Liability Company

by:_____

Ed Burgess, Manager

QUALITY DEVELOPMENT, L.L.C.

a Utah Limited Liability Company

by:_____

Ed Burgess, Manager

K & D FAMILY, L.L.C.

a Utah Limited Liability Company

by:_____

Michael Singleton, Manager

See attached pages for the Notary Acknowledgments and Signatures

Attachment to certain Donation Agreement executed by QUALITY VENTURE ONE, LC, a Utah Limited Liability Company, QUALITY DEVELOPMENT, LLC, a Utah Limited Liability Company, and K & D Family, L.L.C., a Utah limited liability company, in favor of CITY OF ST. GEORGE.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Utah
County of Washington } ss.

On this___ day of _____, 2015, before me personally appeared Ed Burgess, who being by me duly sworn, says that he is the Manager of QUALITY VENTURE ONE, LC, a Utah Limited Liability Company, and that he is the Manager of QUALITY DEVELOPMENT, LLC, a Utah Limited Liability Company, the Limited Liability Companies that executed the herein instrument and acknowledged the instrument to be the free and voluntary act and deed of the Limited Liability Companies, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute this instrument on behalf of the Limited Liability Companies.

_____
Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Utah
County of Washington } ss.

On the __ day of _____, 2015, personally appeared before me, Michael Singleton, who being by me duly sworn, says that he is the Manager of K & D FAMILY, L.L.C., a Utah limited liability company, the Limited Liability Company that executed the herein instrument and acknowledged the instrument to be the free and voluntary act and deed of the Limited Liability Company, by authority of statute, their articles of organization or their operating agreement, for the uses and purposes herein mentioned, and on oath stated that he is authorized to execute this instrument on behalf of the Limited Liability Company.

_____
Notary Public

CITY OF ST. GEORGE:

_____ Dated this _____ day of _____, 2015
Jonathan T. Pike, Mayor

Attest

_____ Dated this _____ day of _____, 2015
Christina Fernandez, City Recorder

Approved as to Form:

_____
Victoria H. Hales, Assistant City Attorney

EXHIBIT "A" LEGAL DESCRIPTIONS

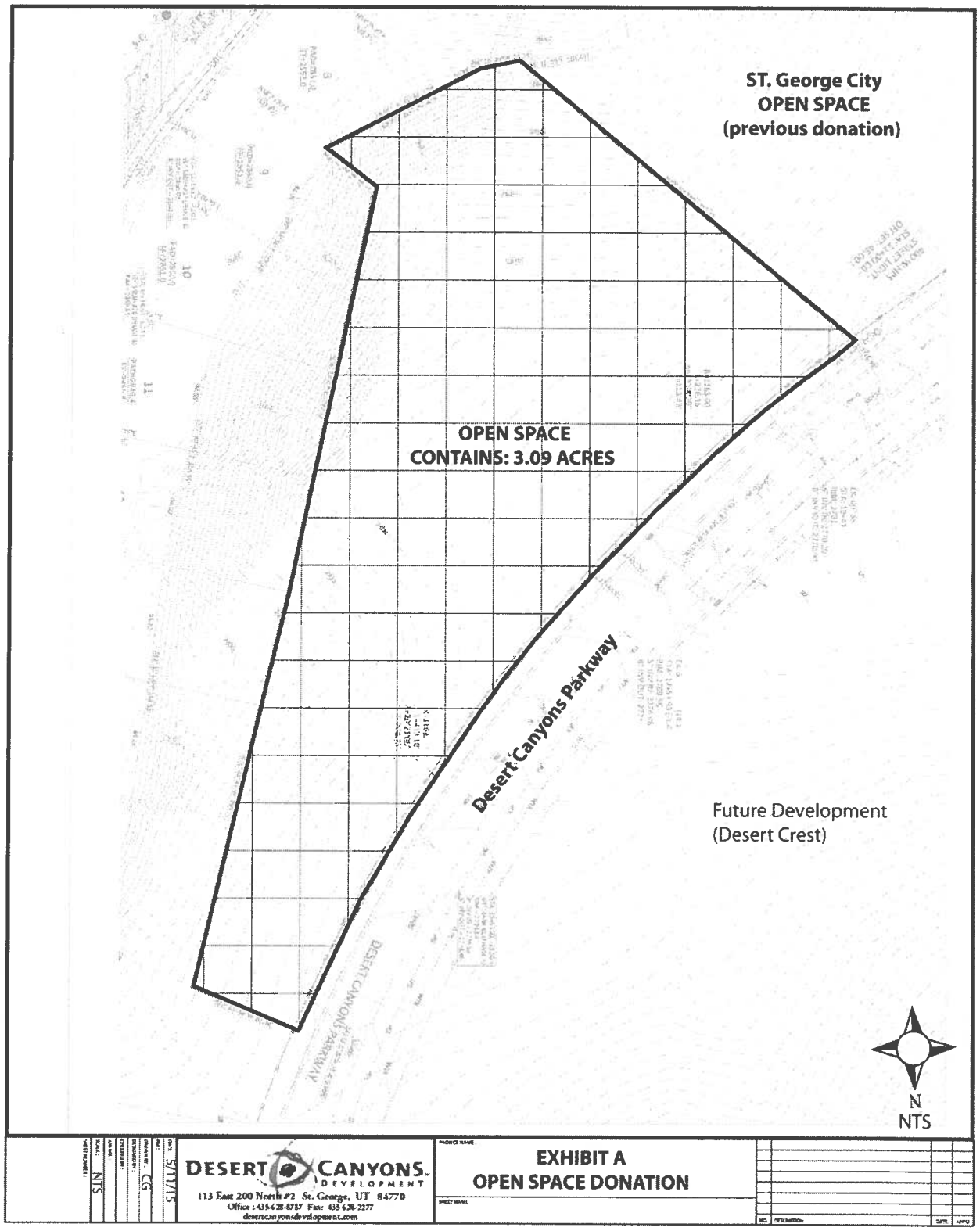
EXHIBIT "A"

OPEN SPACE DONATION BOUNDARY DESCRIPTION

OPEN SPACE BOUNDARY – 3.096 ACRES

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 7, DESERTS EDGE – PHASE 3 AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 01°10'35" EAST 1600.933 FEET AND SOUTH 88°49'25" EAST 333.484 FEET FROM THE WEST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING SOUTH 88°45'30" EAST ALONG THE CENTER SECTION LINE BETWEEN THE WEST ONE-QUARTER CORNER SECTION 35, AND THE EAST ONE-QUARTER CORNER OF SAID SECTION 35), AND RUNNING THENCE NORTH 39°40'33" EAST 312.418 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE DESERT CANYONS PARKWAY EXTENSION NO. 1 ROADWAY DEDICATION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, THENCE ALONG SAID SOUTHEASTERLY BOUNDARY THE FOLLOWING (2) TWO COURSES: (1) SOUTH 35°47'18" EAST 2.334 FEET TO A POINT OF CURVATURE; AND (2) RUNNING SOUTHEASTERLY ALONG THE ARC OF AN 1163.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°08'29", A DISTANCE OF 226.148 FEET TO THE SOUTHEASTERLY CORNER OF SAID DEDICATION, SAID POINT BEING COMMON WITH A NORTHWESTERLY CORNER OF THE DESERT RIM – PHASE 1 SUBDIVSION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID 1163.000 FOOT RADIUS CURVE TO THE LEFT, AND THE BOUNDARY OF SAID DESERT RIM – PHASE 1 SUBDIVISION, THROUGH A CENTRAL ANGLE OF 20°21'06", A DISTANCE OF 413.101 FEET; THENCE CONTINUEING ALONG THE BOUNDARY OF SAID DESERT RIM – PHASE 1, SOUTH 22°41'40" WEST 81.742 FEET TO THE NORTHEAST CORNER OF THE DESERTS EDGE – PHASE 4 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID DESERTS EDGE – PHASE 4, THE FOLLOWING (3) THREE COURSES: (1) NORTH 76°41'43" WEST 290.700 FEET; (2) NORTH 78°17'07" WEST 297.322 FEET; AND (3) SOUTH 38°25'20" WEST 44.174 FEET TO THE NORTHEASTERLY CORNER OF LOT 8, IN SAID DESERTS EDGE – PHASE 3 SUBDIVISION; THENCE ALONG THE EASTERLY BOUNDARY OF SAID DESERTS EDGE – PHASE 3 SUBDIVISION, THE FOLLOWING (2) COURSES: (1) NORTH 27°29'41" WEST 126.672 FEET; AND (2) NORTH 08°18'39" WEST 24.735 FEET TO THE POINT OF BEGINNING.

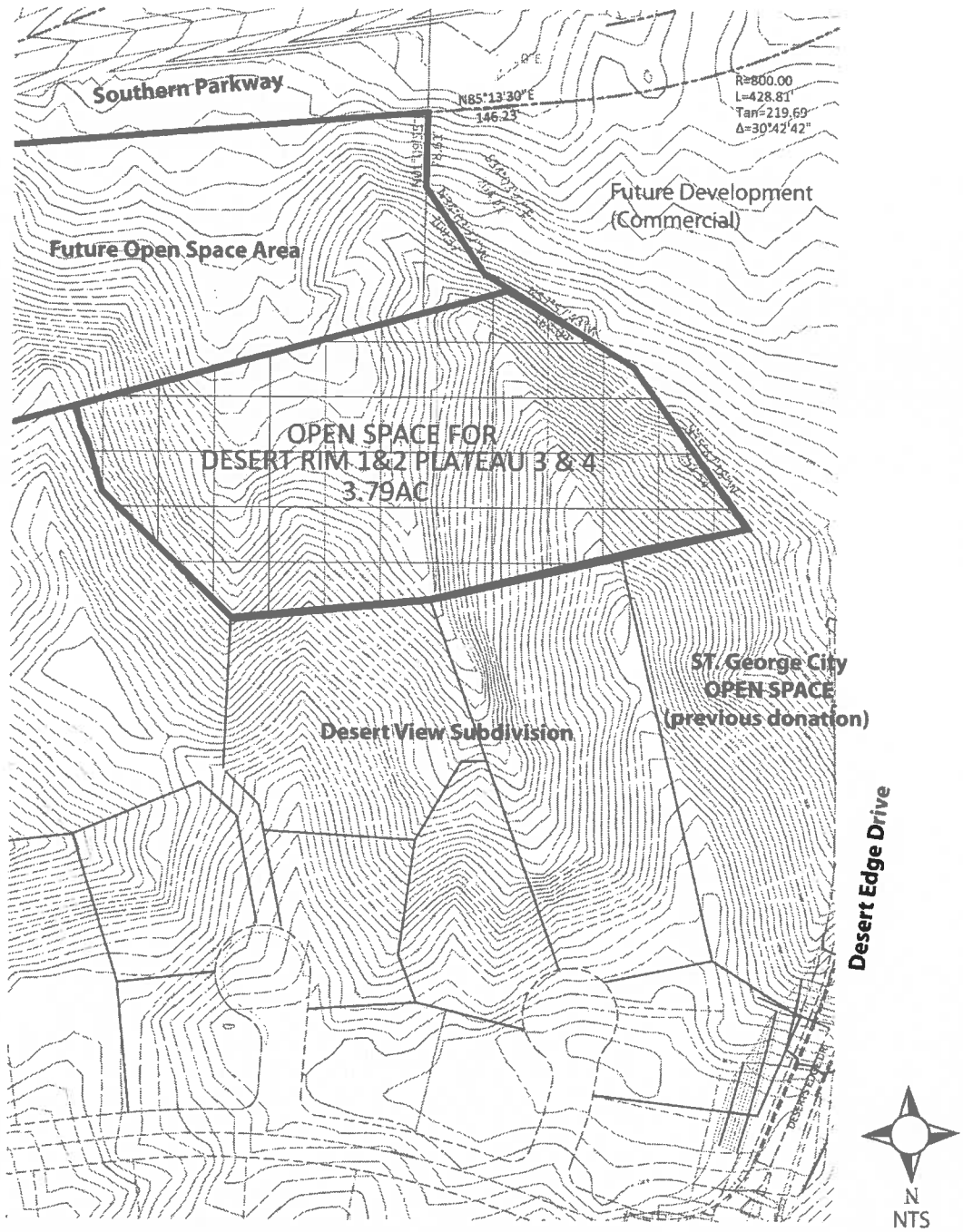
CONTAINS 134,851 SQ. FT., (3.096 ACRES)


ST. George City
OPEN SPACE
(previous donation)
OPEN SPACE
CONTAINS: 3.09 ACRES
Desert Canyons Parkway
Future Development
(Desert Crest)
N
NTS
DESERT CANYONS DEVELOPMENT
113 East 200 North #2 St. George, UT 84770
Office : 435-628-8737 Fax: 435-628-2277
desertcanyonsdevelopment.com
EXHIBIT A
OPEN SPACE DONATION
5/11/15
CG
NTS

OPEN SPACE DONATION BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY EXTENSION OF THE NORTHERLY BOUNDARY OF THE DESERT VIEW – PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 01°10'35" EAST ALONG THE SECTION LINE, A DISTANCE OF 1817.344 FEET AND NORTH 88°49'25" WEST 138.992 FEET FROM THE WEST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING BEING SOUTH 88°45'30" EAST ALONG THE CENTER SECTION LINE BETWEEN THE WEST ONE-QUARTER CORNER AND THE EAST ONE-QUARTER CORNER OF SAID SECTION 35), AND RUNNING THENCE SOUTH 76°30'43" WEST ALONG THE NORTHERLY BOUNDARY OF SAID DESERT VIEW – PHASE 1 AND LINE EXTENDED, A DISTANCE OF 341.704 FEET TO THE NORTHWEST BOUNDARY CORNER OF LOT 3 IN SAID DESERT VIEW – PHASE 1; THENCE SOUTH 84°29'15" WEST 208.342 FEET; THENCE NORTH 45°46'24" WEST 190.360; THENCE NORTH 16°16'10" WEST 54.610 FEET; THENCE SOUTH 74°46'51" WEST 151.765 FEET; THENCE SOUTH 75°53'31" WEST 96.369 FEET; THENCE NORTH 12°13'06" WEST 38.594 FEET; THENCE NORTH 74°47'27" EAST 714.660 FEET; THENCE SOUTH 57°57'43" EAST 153.645 FEET; THENCE SOUTH 35°47'18" EAST 204.461 FEET TO THE POINT OF BEGINNING.

CONTAINS 165,143 SQ. FT. (3.791 ACRES)



DESERT CANYONS DEVELOPMENT
113 East 200 North #2 St. George, UT 84770
Office: 435-628-8787 Fax: 435-628-2277
desertcanyonsdevelopment.com

EXHIBIT A
OPEN SPACE DONATION

EXHIBIT B

COMPLETION BOND ESTIMATE

Subdivision/Project: DESERT RIM
Location: St. George, Utah
Notes:

Date: 6/17/15
Calculated by: KM

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT COST		ESTIMATED COST
MISCELLANEOUS					
1	Hydroseed Open Space disturbed ground	15,000	$0.15	SF	$2,250.00
2	Subtotal:				$2,250.00

Total Construction Costs:	**$2,250.00**
20% Completion:	**$450.00**
Total Bond:	**$2,700.00**

DRAFT

Agenda Item Number : 6G

Request For Council Action

Date Submitted	2015-06-11 12:31:29
Applicant	Desert Canyons Development, Inc.
Quick Title	Desert Canyons Parkway Landscape Maintenance Agreement
Subject	Developer is entering into an agreement with the City where Developer agrees to pay for and install a 10 foot landscape strip on a portion of Desert Canyons Parkway and other terms.
Discussion	Developer agrees to install the proposed landscape strip and privacy wall related to lots in the Desert Rim plat, and pay for 10 years of maintenance of the landscape. Also, Developer will restore any disturbed areas in the Open Space donation that also is on this Council Agenda.
Cost	$0.00
City Manager Recommendation	Recommend approval.
Action Taken	
Requested by	Victoria Hales
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	The Agreement will be finalized before the City Council meeting and reviewed by the legal department.

DESERT RIM PHASE 1 SUBDIVISION LANDSCAPE MAINTENANCE AGREEMENT

This Agreement is entered into this _____ day of _____, 2015 between the City of St. George, a municipal corporation of the State of Utah (hereinafter referred to as the "City"), and Desert Canyons Development Inc., a Utah corporation, located in St. George, Utah, (hereinafter referred to as "Developer"). City and Developer are herein collectively referred to as the "Parties."

RECITALS

WHEREAS; Developer has submitted a final plat for Desert Rim Phase 1 Subdivision in the Desert Canyons' Development with two lots fronting Desert Canyons Parkway, and City ordinances require Developer to install a 10-foot landscape strip in accordance with City standards, between Desert Canyons Parkway and the two lots in the proposed development; and

WHEREAS, the City will own, fully maintain, and irrigate the required 10-foot landscape strip along Desert Canyons Parkway and Desert Rim Phase 1 Subdivision in perpetuity once these improvements are installed and accepted by St. George City; and

WHEREAS, the Parties have come to an agreement regarding the landscape strip required for the Desert Rim Phase 1 Subdivision; wherein, the Developer will install the required landscape and irrigation improvements along Desert Canyons Parkway per City standards, and dedicate the 10-foot landscape strip as part of the public right-of-way, in lieu of the creation of an HOA for the Desert Rim Phase 1 Subdivision to maintain the landscape strip; and

WHEREAS, the Developer has agreed to participate in the cost to maintain the Desert Rim Phase 1 Subdivision 10-foot landscape strip fronting Desert Canyons Parkway by paying a one-time fee, as specified in this Agreement; and

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

AGREEMENT:

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Project Description. Developer is required to construct a 10-foot landscape strip along Desert Canyons Parkway and Desert Rim Phase 1 Subdivision as shown on Exhibit "A" which is attached hereto and incorporated herein by reference.

3. Construction Plans. Developer shall provide a complete construction plan set for the improvements, for those areas in which landscaping and irrigation will be installed. The City shall review Developers' construction plans to verify that the landscape and irrigation design meets current City standards. Once the construction plans are approved by the City, the Developer shall have a licensed landscape contractor install the landscaping and irrigation improvements per the approved construction plan.

4. Desert Rim One Time Maintenance Fee. It is estimated that the total annual landscape maintenance cost of the Desert Rim Phase 1 Landscape Strip is $204.00 per year. Developer has agreed to fund the landscape maintenance cost for a period of 10 years through a one-time fee to be charged prior recording the Desert Rim Phase 1 Subdivision plat for a total landscape maintenance fee of **$2,040**.

5. Representatives. The representative for the City for this Project will be Wes Jenkins. The representative for Developer will be Curt Gordon.

6. Failure to Reimburse. Should Developer fail to reimburse the City as provided herein, or otherwise fail to perform its obligations pursuant to the terms of this Agreement, Developer shall pay to the City all costs which are necessary to install the improvements, the accrued interest on the maintenance fee, and the cost to obtain reimbursement therefore, including but not limited to attorney's fees.

7. Agreement to Run with the Land. Any and all of the obligations of Developer hereunder shall run with the land as described on the attached Exhibit "A" and shall constitute an encumbrance thereon. The rights, duties, and obligations herein shall inure to the benefit of and be binding upon heirs, successors-in-interest, assigns, transferees, and subsequent purchasers of the property.

8. Project Approvals and Compliance with City Design and Construction Standards. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with applicable City Ordinances necessary for approval of the project, including installation of a solid, masonry privacy wall on the two, double fronting lots at issue, the payment of fees, and compliance with all other applicable ordinances, resolutions, policies and procedures of the City, except as modified, waived or declared in this Agreement.

9. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without prior written consent of the City, which consent shall not be unreasonably withheld.

10. No Joint Venture, Partnership or Third Party Rights. This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between Developer and City. No term or provision of this Agreement is intended to nor shall be for the benefit or obligation 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.

11. Binding Effect. Subject to the provisions of this document above, all of the provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, representatives, officers, agents, employees, members, assigns, and receivers.

12. Integration. This Agreement contains all the terms and conditions pertaining to the subject matter hereof and, except with regard to zoning and other approvals upon which this Agreement is based, supersedes all prior negotiations, representations, promises,

inducements or previous agreements between the parties, whether oral or written with respect to the subject matter. Any amendments hereto must be in writing and signed by the respective parties.

13. 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.

14. 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.

15. 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.

16. Indemnity and Liability. Developer shall hold harmless and indemnify the City, and its employees and agents, against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorney's fees) for injury or death to persons, including employees of the City, and damage to property, including property of the City, arising out of this Agreement.

17. Governing Law and Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, 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.

18. Notices. All notices required herein, and subsequent correspondence in connection with this Agreement, shall be mailed to the addresses listed below. Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

City of St. George Attn: City Attorney 175 East 200 North St. George, Utah 84770	Desert Canyons Development Inc. Attn: Curt Gordon 120 East St. George Blvd. St. George, UT 84770

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and together shall constitute one and the same agreement.

20. 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.

21. Modification. The terms and conditions of this agreement may be amended or modified only by written agreement of the parties.

DESERT CANYONS DEVELOPMENT INC.

Curt Gordon, President

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

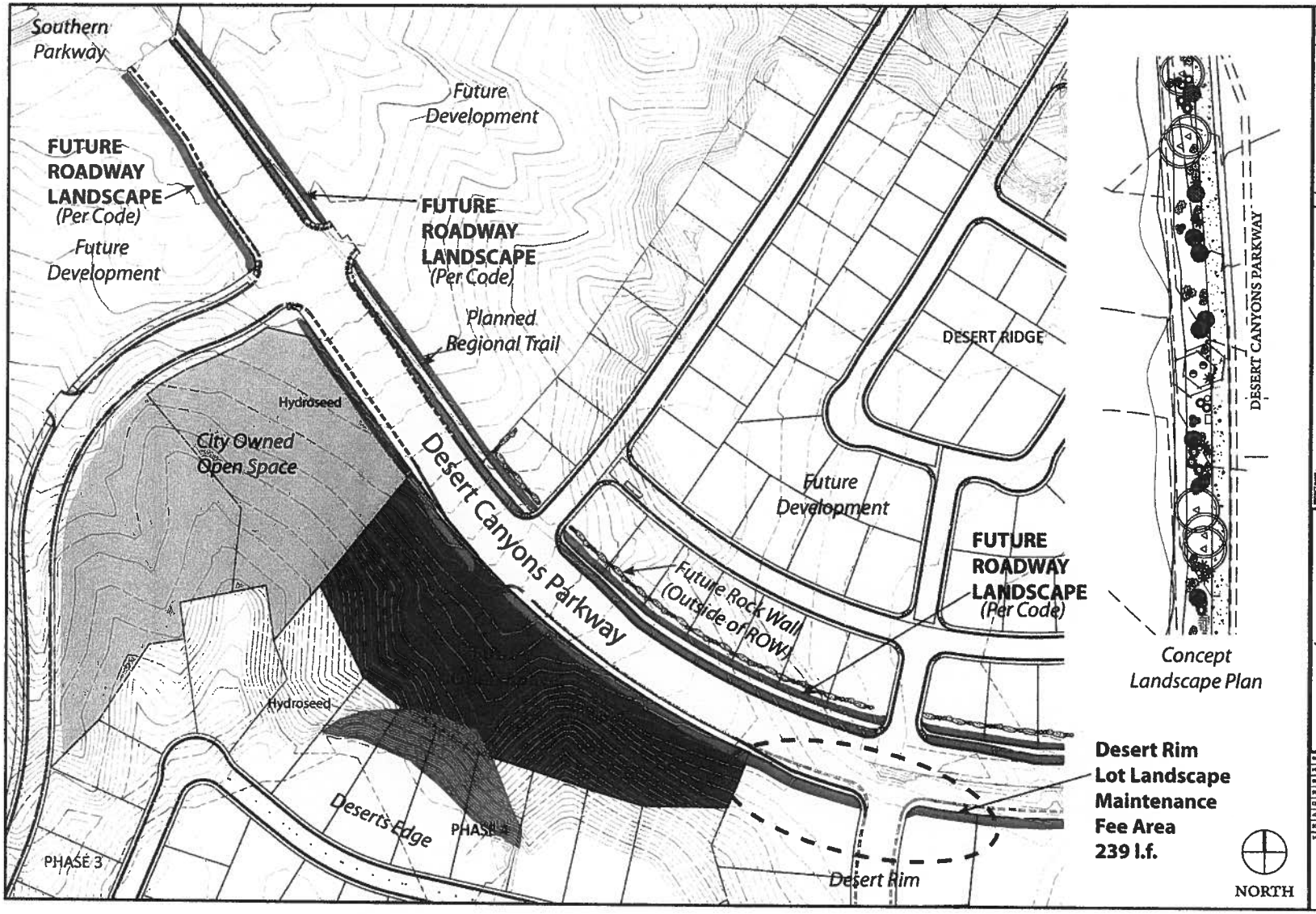
Approved as to form:

V.H. Hales 6/17/15

Victoria H. Hales, Assistant City Attorney

Attest:

Christina Fernandez, City Recorder


Southern Parkway
Future Development
FUTURE ROADWAY LANDSCAPE (Per Code)
Future Development
FUTURE ROADWAY LANDSCAPE (Per Code)
Planned Regional Trail
Hydroseed
City Owned Open Space
Desert Canyons Parkway
DESERT RIDGE
Future Development
FUTURE ROADWAY LANDSCAPE (Per Code)
Future Rock Wall (Outside of ROW)
Hydroseed
Deserts Edge
PHASE 4
PHASE 3
Desert Rim
Desert Rim Lot Landscape Maintenance Fee Area 239 l.f.
NORTH
DESERT CANYONS PARKWAY
Concept Landscape Plan
EXHIBIT A
DESERT CANYONS PARKWAY
LANDSCAPE CONCEPT PLAN
DESERT CANYONS DEVELOPMENT
113 East 200 North #2 St. George, UT 84770
5.7.15