

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

Date Submitted 2016-07-14 14:54:36**Applicant** Laurie Mangum**Quick Title** Award Contract**Subject** Construction of foundations and transformer pads for Eastridge and Snow Canyon Substations.**Discussion** The construction of the foundations and transformer pads is to prepare for the installation of new transformers and structures at the two existing substations. We received 4 bids and the low bid was \$347,514.00. Grand Mesa Electric was the low bidder and the Energy Services Department would like to recommend that the bid be awarded to them.**Cost** \$347,514.00**City Manager Recommendation** We have two transformers on their way to the City. This bid will facilitate the pads necessary to install the transformers.
Recommend approval**Action Taken****Requested by** Barb Berrett**File Attachments** [Bid Tab.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Total approved budget for the Eastridge and Snow Canyon substation upgrades is 1.6 million dollars. This is just a part of the total project. Note: Although PCI submitted a total bid that was within 5%, they had no previous experience in this type of energized substation work and are therefore not qualified as required by the bid specification.**Attachments** [Bid Tab.pdf](#)

Eastridge and Snow Canyon Substations Phase 2 Improvements Project
 BID TABULATION 7-14-2016

810 SCHEDULE A			Grand Mesa Electric			PCI			RME			Summit Line Construction		
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
1	Mobilization	1	L.S.	\$14,500.00	\$14,500.00	\$9,918.00	\$9,918.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$40,649.50	\$40,649.50	
2	Removals	1	L.S.	\$4,500.00	\$4,500.00	\$4,481.63	\$4,481.63	\$7,160.00	\$7,160.00	\$7,160.00	\$7,160.00	\$7,964.50	\$7,964.50	
3	Site Earthwork, Grading, & Subgrade Preparation	1	L.S.	\$8,400.00	\$8,400.00	\$15,187.65	\$15,187.65	\$9,930.00	\$9,930.00	\$9,930.00	\$9,930.00	\$12,506.40	\$12,506.40	
4	Furnish and Install Concrete Foundation F1	1	Each	\$4,400.00	\$4,400.00	\$3,596.70	\$3,596.70	\$4,230.00	\$4,230.00	\$4,230.00	\$4,230.00	\$4,032.60	\$4,032.60	
5	Furnish and Install Concrete Foundation F2	2	Each	\$3,450.00	\$6,900.00	\$2,131.80	\$4,263.60	\$3,330.00	\$6,660.00	\$3,330.00	\$6,660.00	\$1,008.15	\$2,016.30	
6	Furnish and Install Concrete Foundation F3	3	Each	\$3,300.00	\$9,900.00	\$1,584.60	\$4,753.80	\$3,760.00	\$11,280.00	\$3,760.00	\$11,280.00	\$1,680.23	\$5,040.69	
7	Furnish and Install Concrete Foundation F4	1	Each	\$3,600.00	\$3,600.00	\$1,892.40	\$1,892.40	\$4,140.00	\$4,140.00	\$4,140.00	\$4,140.00	\$2,016.30	\$2,016.30	
8	Furnish and Install Concrete Foundation F5	1	Each	\$84,500.00	\$84,500.00	\$94,594.39	\$94,594.39	\$71,620.00	\$71,620.00	\$71,620.00	\$71,620.00	\$116,019.90	\$116,019.90	
9	Furnish and Install Concrete Pier P4	5	Each	\$1,830.00	\$9,150.00	\$1,033.13	\$5,165.65	\$3,160.00	\$15,800.00	\$3,160.00	\$15,800.00	\$1,705.84	\$8,529.20	
10	Furnish and Install Concrete Pier P5	6	Each	\$1,830.00	\$10,980.00	\$1,169.93	\$7,019.58	\$3,150.00	\$18,900.00	\$3,150.00	\$18,900.00	\$1,990.15	\$11,940.90	
11	Furnish and Install Concrete Pier P6	2	Each	\$1,830.00	\$3,660.00	\$1,169.43	\$2,338.86	\$3,335.00	\$6,670.00	\$3,335.00	\$6,670.00	\$2,132.30	\$4,264.60	
12	Furnish and Install Rip Rap	1	L.S.	\$4,300.00	\$4,300.00	\$1,301.31	\$1,301.31	\$10,279.00	\$10,279.00	\$10,279.00	\$10,279.00	\$40,401.10	\$40,401.10	
13	Furnish and Install ReCon Wall	70	L.F.	\$310.00	\$21,700.00	\$401.81	\$28,126.70	\$16,410.00	\$16,410.00	\$16,410.00	\$16,410.00	\$216.99	\$15,189.30	
14	Furnish and Install Concrete Stem Wall	150	L.F.	\$170.00	\$25,500.00	\$114.00	\$17,100.00	\$25,625.00	\$25,625.00	\$25,625.00	\$25,625.00	\$222.36	\$33,354.00	
15	Furnish and Install 8' High 20' Wide Chain Link Gate	2	Each	\$1,500.00	\$3,000.00	\$1,026.00	\$2,052.00	\$6,160.00	\$12,320.00	\$6,160.00	\$12,320.00	\$3,723.60	\$7,447.20	
16	Furnish and Install 8' High Chain Link Fence	304	L.F.	\$31.00	\$9,424.00	\$27.36	\$8,317.44	\$10,220.00	\$10,220.00	\$10,220.00	\$10,220.00	\$29.79	\$9,056.16	
				\$224,414.00		\$210,109.71		\$249,744.00				\$320,428.65		
BID SCHEDULE B														
1	Mobilization	1	L.S.	\$8,000.00	\$8,000.00	\$6,270.00	\$6,270.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$6,102.70	\$6,102.70	
2	Removals	1	L.S.	\$1,300.00	\$1,300.00	\$4,481.63	\$4,481.63	\$3,510.00	\$3,510.00	\$3,510.00	\$3,510.00	\$6,102.70	\$6,102.70	
3	Site Earthwork, Grading, & Subgrade Preparation	1	L.S.	\$990.00	\$990.00	\$27,331.50	\$27,331.50	\$4,480.00	\$4,480.00	\$4,480.00	\$4,480.00	\$6,206.00	\$6,206.00	
4	Furnish and Install Concrete Foundation F3	3	Each	\$3,500.00	\$10,500.00	\$1,584.60	\$4,753.80	\$3,760.00	\$11,280.00	\$3,760.00	\$11,280.00	\$2,290.50	\$6,871.50	
5	Furnish and Install Concrete Foundation F4	1	Each	\$3,600.00	\$3,600.00	\$1,892.40	\$1,892.40	\$3,830.00	\$3,830.00	\$3,830.00	\$3,830.00	\$3,236.80	\$3,236.80	
6	Furnish and Install Concrete Foundation F5	1	Each	\$84,500.00	\$84,500.00	\$95,734.35	\$95,734.35	\$68,210.00	\$68,210.00	\$68,210.00	\$68,210.00	\$116,019.90	\$116,019.90	
7	Furnish and Install Concrete Pier P4	5	Each	\$1,830.00	\$9,150.00	\$1,033.13	\$5,165.65	\$3,170.00	\$15,850.00	\$3,170.00	\$15,850.00	\$1,705.84	\$8,529.20	
8	Furnish and Install Concrete Pier P5	2	Each	\$1,830.00	\$3,660.00	\$1,169.93	\$2,339.86	\$3,165.00	\$6,330.00	\$3,165.00	\$6,330.00	\$2,132.30	\$4,264.60	
15	Furnish and Install 8' High 20' Wide Chain Link Gate	1	Each	\$2,000.00	\$2,000.00	\$1,083.00	\$1,083.00	\$1,730.00	\$1,730.00	\$1,730.00	\$1,730.00	\$3,475.40	\$3,475.40	
				\$123,100.00		\$109,052.19		\$122,630.00				\$160,808.80		
				\$347,514.00		\$359,161.90		\$372,374.00				\$481,237.45		
TOTAL OF BID SCHEDULES A AND B														

Contractor bid item as lump sum

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

Date Submitted	2016-07-14 14:54:36
Applicant	Laurie Mangum
Quick Title	Award Contract
Subject	Construction of foundations and transformer pads for Eastridge and Snow Canyon Substations.
Discussion	The construction of the foundations and transformer pads is to prepare for the installation of new transformers and structures at the two existing substations. We received 4 bids and the low bid was \$347,514.00. Grand Mesa Electric was the low bidder and the Energy Services Department would like to recommend that the bid be awarded to them.
Cost	\$347,514.00
City Manager Recommendation	We have two transformers on their way to the City. This bid will facilitate the pads necessary to install the transformers. Recommend approval
Action Taken	
Requested by	Barb Berrett
File Attachments	Bid Tab.pdf
Approved by Legal Department?	
Approved in Budget?	Amount:
Additional Comments	Total approved budget for the Eastridge and Snow Canyon substation upgrades is 1.6 million dollars. This is just a part of the total project. Note: Although PCI submitted a total bid that was within 5%, they had no previous experience in this type of energized substation work and are therefore not qualified as required by the bid specification.
Attachments	Bid Tab.pdf

Eastridge and Snow Canyon Substations Phase 2 Improvements Project
 BID TABULATION 7-14-2016

ITEM #	DESCRIPTION	QTY	UNIT	Grand Mesa Electric			PCI			RME			Summit Line Construction		
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	Mobilization	1	L.S.	\$14,500.00	\$14,500.00	\$9,918.00	\$9,918.00	\$18,500.00	\$18,500.00	\$40,649.50	\$40,649.50				
2	Removals	1	L.S.	\$4,500.00	\$4,500.00	\$4,481.63	\$4,481.63	\$7,160.00	\$7,160.00	\$7,964.50	\$7,964.50				
3	Site Earthwork, Grading, & Subgrade Preparation	1	L.S.	\$9,400.00	\$8,400.00	\$15,187.65	\$15,187.65	\$9,930.00	\$9,930.00	\$12,506.40	\$12,506.40				
4	Furnish and Install Concrete Foundation F1	1	Each	\$4,400.00	\$4,400.00	\$3,596.70	\$3,596.70	\$4,230.00	\$4,230.00	\$4,032.60	\$4,032.60				
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					\$347,514.00		\$359,161.90		\$372,374.00		\$481,237.45				
TOTAL OF BID SCHEDULES A AND B															

Contractor bid item as lump sum

From: Barb Berrett
Sent: Thursday, July 14, 2016 4:42 PM
To: Connie Hood
Cc: James Van Fleet; Dennis Jorgensen
Subject: RE: Eastridge and Snow Canyon Substations Phase 2 Improvement Project

Connie,

Even though they are within 5% they do not meet the qualifications of having work experience within or around substations. That is why we didn't consider them. As indicated in the contract documents under Section 101 1.1.b it reads "**Only qualified personnel shall be on the project site and shall have previous experience in energized substations.**" In addition, on page 16 under Bidders General Information it indicate that the contractor should submit construction contract involving work of similar scope over the past 5 years, minimum of 3 years. We received information from PCI regarding projects but none of them were related to working in substations.

It is critical that we hire a contractor that is familiar with working in substations due to safety concerns and working around hot equipment.

Hope that helps in answering your question.

Barb Berrett
Chief Energy Services Engineer | Water and Power Admin
Office: (435) 627-4896



From: Connie Hood
Sent: Thursday, July 14, 2016 4:29 PM
To: Barb Berrett
Subject: RE: Eastridge and Snow Canyon Substations Phase 2 Improvement Project

Barb,

In looking at the bid tab summary, it looks like PCI (Progressive Contracting) is within 5% of the total bid award. In that case they should be offered the local bidder preference. It goes city, county and then state.

5% would be within a range of up to \$ 364,889.70 if I'm correct.

Thanks,

Connie

Connie Hood
Purchasing Manager | Administrative Services
Office: (435) 627-4717



DRAFTAgenda Item Number : **2B**

Request For Council Action

Date Submitted 2016-07-05 07:54:11**Applicant** Chief Marlon Stratton**Quick Title** Body Cameras**Subject** Review of the purchase request for the acquisition of 75 body cameras and accessories.**Discussion** I am submitting this request as a single source purchase item, with supporting documents and comparative companies. The Reveal systems meet the needs and specifications for the Police Department and I am requesting a purchase order based upon the supporting documentation and justifications.**Cost** \$80190.44**City Manager Recommendation** This purchase of body cameras is included in the new budget. After a lot of research and review this single source is recommended for the purchase of these cameras.**Action Taken****Requested by** Captain Mike Giles**File Attachments** [Reveal Sole Source Documents.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** I have submitted the agreements and contracts to Shawn Guzman for review.**Attachments** [Reveal Sole Source Documents.pdf](#)

**SOLE SOURCE PURCHASE
FORM**

Attach this form to the Purchase Requisition when it is necessary to make a sole source purchase. "Contracts which by their nature are not adapted to an award by competitive bidding, such as contracts for items available from a single source only, ...Notwithstanding the exception from competitive bidding requirements, the City shall advertise in the same manner as provided in Section 9-5-4(1) ...and request proposals prior to the purchase of items stated herein whenever it is reasonable to do so." (Purchasing Ordinance, Chapter 5, Section 9-5-5 (1)).

Department Police _____ Date 6/7/16 _____

Purchase Requisition # _____

Description of Item(s) Purchased Body Worn Camera, Hardware support,
Smart Dock Uploader, 6 cam docking station, Magnetic Mounting, on site support

Reason Deemed Sole Source: Camera Design components are unique and specific to this
product. Other aspects of equipment meet our requirements

VENDOR: Reveal _____

Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase.



Department Head's Signature

6/22/16

Date

MEMORANDUM

TO: Chief Stratton
FROM: Captain Mike Giles
DATE: June 22, 2016
SUBJECT: Sole Source justification for Reveal Body Camera Purchase

Chief Stratton,

The body worn camera produced by Reveal is a sole source purchase item for two primary reasons.

1. Fully articulated camera: The camera system has an articulating lens which allows the user to adjust the angle of view vertically and horizontally. This allows for a broader range of options for mounting the camera. Other systems do not have full articulation and may not film in the direction the officer is facing (ie. The camera points up and a little to the right if mounted on a shoulder).
2. Forward Facing LCD: The LCD display screen is designed to face the public. This addresses two issues other cameras don't.
 - a. The person being recorded will know that they are being recorded because they can see themselves on the LCD.
 - b. Situations may de-escalate more quickly when someone not only knows they are being recorded, but they can see themselves and how they are behaving. This has been shown to be the case in many instances.

There are other factors that make the Reveal system ideal for our application. They include:

1. On/Off Sliding Switch: Most, if not all, other camera systems have a push button to activate/deactivate the recorder. This is usually accompanied by a beep or some other signal that the camera is active. It also required fine motor skills to locate and depress (it is flush or slightly raised from the camera body). Reveal has a large, red, slider. It has a contoured, elevated, section of the switch to allow easy activate by sliding a hand across the camera switch (gross motor skill). It is very easy to determine if the camera is on or off by feel (up = on, down = off). In a quickly developing situation this may allow for the officer to activate the video quickly and easily without being distracted from other priority tasks.

2. Retinal Quality Recording: Reveal's camera is set to record as accurately as possible what the officer actually saw. Many camera systems offer light enhancement and/or wide angles of view. These provide more detail and video coverage than what an officer might actually see during an incident. This can lead the public and/or viewer to see and know things the officer could not have during the incident, creating a belief or perception that the officer should have responded differently to an incident.
3. Battery and Memory: The RS2-X2L battery has 8 hours of continuous recording capability and 32 gb internal storage capacity to allow for recording of extended incidents.
4. Mounting Options: The camera housing has a universal attachment system that allows the multiple mounting options. This allows officers to select camera positioning based upon their assignment. Attachment accessories may be purchased in the future to allow for helmet, vehicle, and other unique placement options. Because of Reveal's articulating camera design those mounting options are even more versatile. Other camera systems have diverse mounting options, but they are limited to the fact that the camera cannot face a different direction than direction the case is facing when mounted.
5. Local Storage: Videos recorded by officers are stored on our server; this is not a cloud based storage system.
6. Web Application: Only system administrators need software on a computer. All other users can access videos through a web application, significantly reducing administrative processes for installation and updating software.
7. Video Sharing: Video release for discovery, GRAMA, and other purposes can be accomplished through links. An email/web link can be shared with the person who is allowed to receive/review the video. That link is open and available based upon parameters set by the person releasing the video. The link closes based upon the parameters set when the video is shared; reducing the time associated with burning videos to disk/USB and delivery.
8. Smart Dock: The "Smart Dock" is a multi-unit charging bank that has integrated computer components. When a camera is docked on the "Smart Dock", the dock will begin to download videos into a buffer. The buffer then uploads the video to the server. The time to download to the dock is much faster than downloading directly to the server; therefore, officers will not be delayed for long periods of time waiting for videos to push to the server. Four hours of video can be buffered in 7 minutes.
9. Proven Technology: Reveal products are used globally and have been proven since 2006. The camera is on its 6th generation and is based in England. There is a long history of body camera application there. The body worn camera industry in the United States is relatively new and companies are competing for the market that is opening. We have been through the process of acquiring a camera system and found that many aspects of the system were still being updated and proven. Reveal has had a decade of practical experience in refining the product. That process is evident in the product's components and features, as well as the software operating 'behind the scene'. We need a proven technology, not to be the proving ground for a company looking for market share.

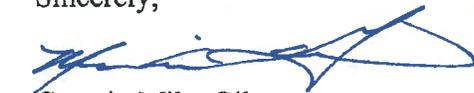
Product Comparisons:

Research into other body worn camera options has identified two companies with similar qualities and hardware capabilities as those offered by Reveal; Taser and Watch Guard. We received a bid from Watch Guard and a quote from Taser. Based upon the Taser quote and the storage/software issues described below, we did not pursue a formal bid.

- a. Taser – quoted at \$500,000 over a 5 year period
 - i. We could purchase the camera systems from Taser, but they do not have data/video management software available for the local storage option we have in place. To effectively implement a Taser program we would need to use cloud storage.
 - ii. Taser’s video management system is incorporated in their cloud storage business model. We would have to try and make a third party software vendor’s product work with Taser’s hardware. In our experience, this type of arrangement can be challenging and fraught with compatibility issues.
 - iii. If we were to use Taser’s product we would use the cloud storage, which is not preferred.
 - iv. The cost is prohibitive compared to the other options (Reveal and Watch Guard).
- b. Watch Guard – Vista: \$85,795.00
 - i. The unit costs \$5,000 more than our preferred system (Reveal)
 - ii. The camera is adjustable, but only on 1 axis (up/down) and only allows a 40 degree range of motion
 - iii. There is no display screen on the camera for reviewing videos

Based upon the factors details in this request, I believe the Reveal Body Camera system is a sole source purchase and a product that will meet the needs and requirements we have been pursuing. Therefore, I recommend approval of the bid provided by Reveal to meet our Body Camera needs.

Sincerely,



Captain Mike Giles



Account Name	Saint George Police Dept	Created Date	5/27/2016
Description	Seventy-five RS2-X2L Cameras w/ 32 gigabyte internal memory, One Smartdock, Two Docking Stations. Onsite support to assist in installation of DEMSWeb on a customer-hosted storage solution.	Expiration Date	6/27/2016
Payment Terms	30 days net subject to credit approval	Delivery Terms	10 Weeks from Receipt of PO
Prepared By	Jay Newbern	Contact Name	Mike Giles
Email	jay.newbern@revealmedia.com	Phone	435-627-4301
		Email	michael.giles@sgcity.org

Product	Product Code	Special Terms	Date	Quantity	Sales Price	Discount	Total Price
RS2-X2L 32GB Body Worn Camera Solution	RVL-CS227		9/2/2016	75.00	USD 989.00	USD 6,675.75	USD 67,499.25
Extended Hardware Support Upgrade - Camera (12 Months)	RVL-SV200		9/2/2016	75.00	USD 39.00	USD 263.25	USD 2,661.75
RS2-X2L Smart Dock (Standalone Uploader) - US	RVL-DS315	A	9/2/2016	1.00	USD 3,499.00	USD 314.91	USD 3,184.09
RS2-X2L Docking Station - 6 camera	RVL-DS256		9/2/2016	2.00	USD 349.00	USD 62.82	USD 635.18
Mains Adapter (US) (Docking Station)	RVL-PA222		9/2/2016	2.00	USD 0.00		USD 0.00
Klickfast Mount - Magnetic	RVL-MT152	A	9/2/2016	75.00	USD 69.00	USD 465.75	USD 4,709.25
On-Site Support - 1 day	RVL-SV800		9/2/2016	1.00	USD 1,212.00	USD 109.08	USD 1,102.92

Subtotal	USD 87,684.00
Discount	USD 7,891.56
Shipping and Handling	USD 398.00
Grand Total	USD 80,190.44

Additional Information: Extended hardware support includes 1 year extension of manufacturer warranty, free repair of damage resulting from normal use and yearly replacement of device battery. Additional years available for \$11,175/year, either upfront or as a contract option

TERMS & CONDITIONS

- All prices are quoted pre-tax
- Unless otherwise agreed in writing all products are sold subject to our standard Terms and Conditions of Sale, a copy of which can be found on our website at www.revealmedia.com/us/terms-and-conditions
- All quotes are valid for 30 days unless otherwise indicated in the "Expiration Date" field above



SPECIAL TERMS & CONDITIONS

Where a product listed includes a "Special Terms" notification the following would apply:

A - This item is a pre-release product. Quotes for pre-release products are indicative and therefore specification, price and lead-time are subject to change and any quote for such items may be withdrawn without notice or liabilities.

Quote Acceptance

Signing below is in lieu of a formal Purchase Order. Your Signature will authorize acceptance of pricing and products contained in this quote and of Reveal's standard Term's & Conditions of Sale referenced above.

Signed: _____ Name: _____ Date: _____



4RE/VISTA Price Quote

CUSTOMER: St George Police Department

ISSUED: 6/14/2016 3:49 PM

EXPIRATION: 7/14/2016 5:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$85,795.00**

ATTENTION: Sergeant Johnny Heppler

SALES CONTACT: Kevin Peoples

PHONE: 435-627-4301

DIRECT: (214) 785-2632

E-MAIL:

E-MAIL: KPeoples@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-CAM-EXT-002	VISTA HD Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, USB charging/upload docking base and 1 year warranty.	75.00	\$895.00	\$0.00	\$67,125.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, for 8 Cameras, Ethernet	3.00	\$1,495.00	\$0.00	\$4,485.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	75.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	75.00	\$150.00	\$0.00	\$11,250.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	75.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	75.00	\$0.00	\$0.00	\$0.00

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-RMT-410	4RE Remote System Setup, Configuration, Testing and Admin Training	1.00	\$750.00	\$0.00	\$750.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping and Handling Charges	1.00	\$1,185.00	\$0.00	\$1,185.00
					\$85,795.00

Total Estimated Tax, may vary from State to State \$0.00

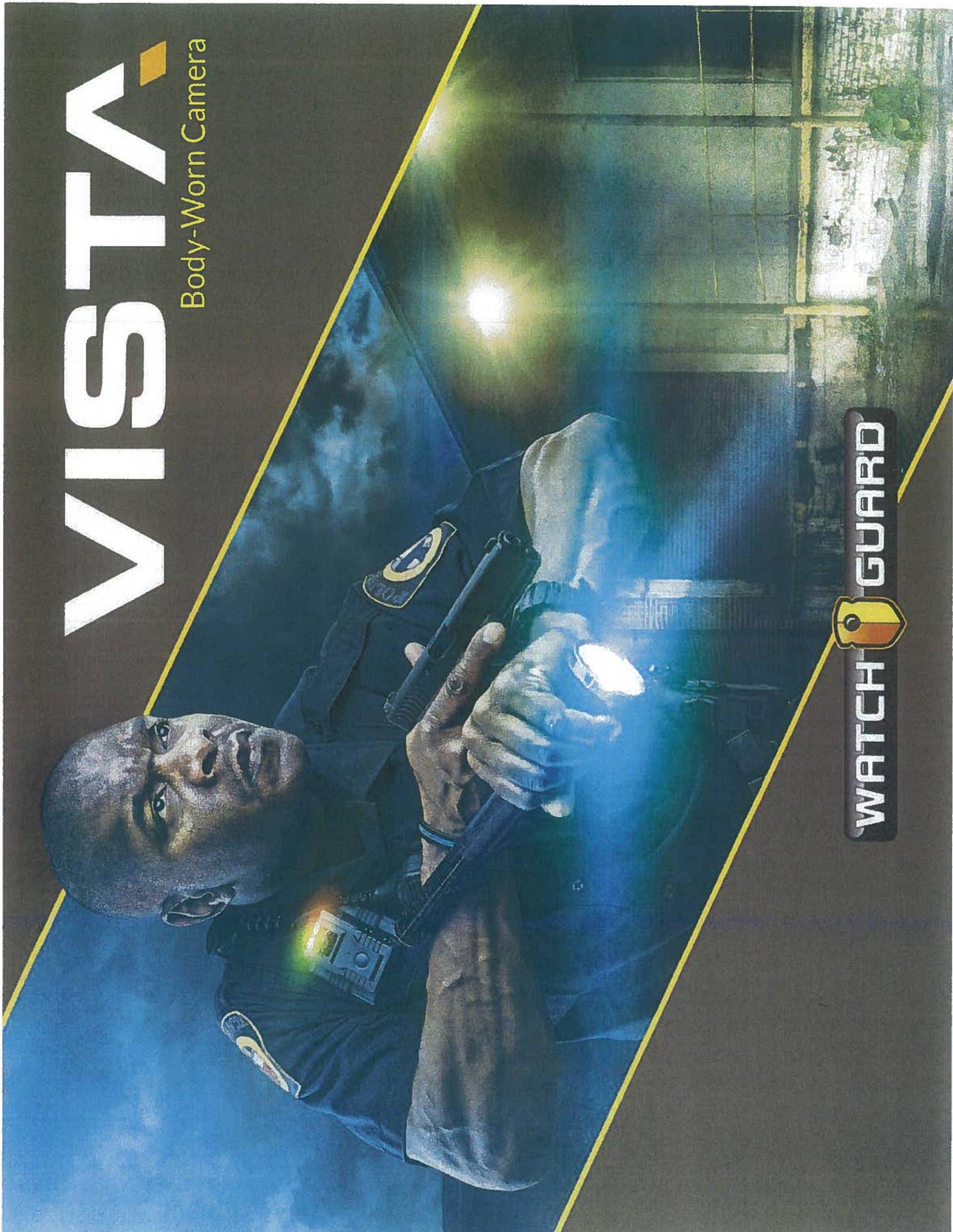
Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$85,795.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

VISTA

Body-Worn Camera



WATCH  GUARD

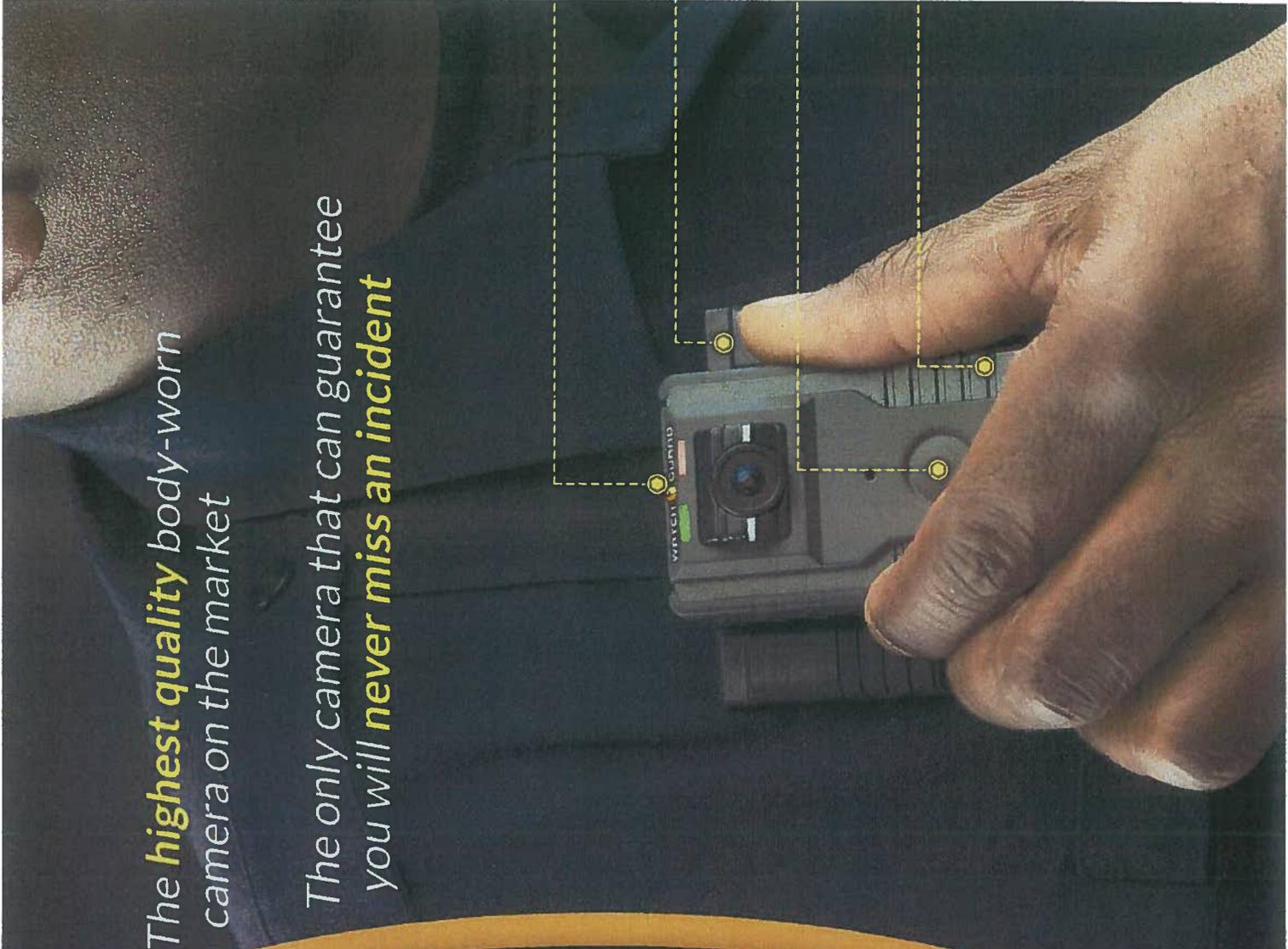
VISTA

The Simply Superior HD Wearable Camera

- ▶ Superior hardware quality
- ▶ Superior HiFi audio and HD video
- ▶ Record-After-the-Fact technology
- ▶ Simple to Use - Easy to Understand
- ▶ Ultra-reliable dock interface
- ▶ Integrates with 4RE in-car video

The **highest quality** body-worn camera on the market

The only camera that can guarantee you will **never miss an incident**





Backlighted LCD keeps you informed

Revolutionary Locking Chest Mount

9 Hours of continuous HD recording time

Ultra-rugged materials & components

EVIDENCE LIBRARY4 WEB



Web Based Evidence Management

- ▶ On-Premise data storage for immediate access
- ▶ Manages VISTA, 4RE, and all other digital evidence
- ▶ CLOUD-SHARE for easy evidence distribution
- ▶ Device management for a fleet of cameras
- ▶ Evidence life cycle management
- ▶ Integrates with Active Directory
- ▶ Automatic Dock & Go upload



VISTA Ethernet Transfer Station

UNMATCHED HARDWARE QUALITY

HIGH QUALITY / ULTRA-RUGGED DESIGN

When you hold a VISTA camera in your hand, its quality is immediately apparent. It feels like a military-grade precision instrument.



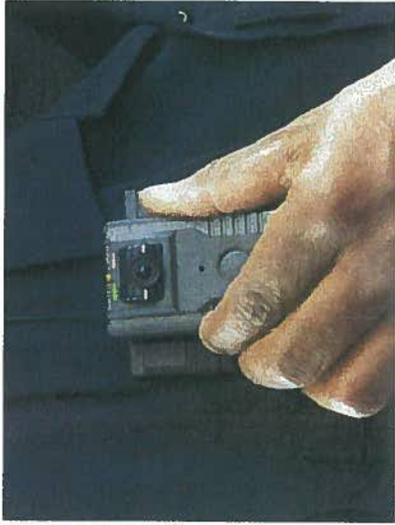
THE 1ST WEARABLE CAMERA TO USE TRULY ROBUST MATERIALS

- Cast magnesium
- Polyurethane rubber
- Military-grade, ultra-hard resin
- Industrial-grade electronics (-40°F to +185°F)

**PLASTIC, CONSUMER GRADE CAMERAS
FAIL TO HOLD UP IN THE
LAW ENFORCEMENT ENVIRONMENT**

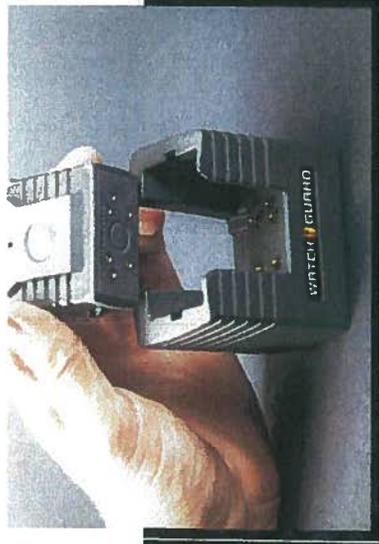
DESIGNED FOR THE HARSH REALITIES OF LAW ENFORCEMENT

- Impact absorbing rubber covers the corners, leading surfaces and the lens
- User controls are fully sealed and provide strong tactile feedback



ULTRA-RELIABLE DOCKING SYSTEM

Eliminates the most common failure point (cables and connectors)



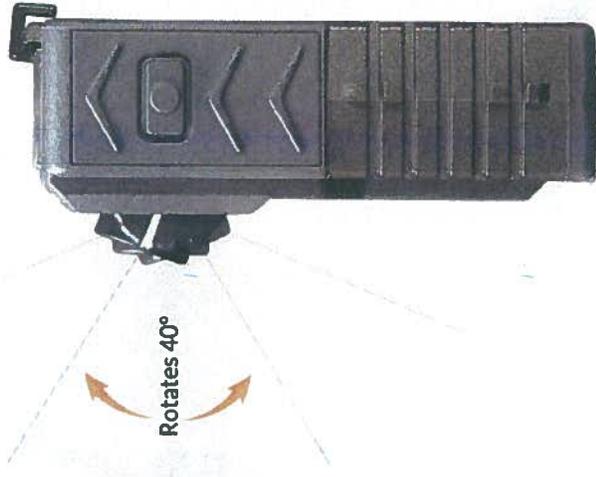
*Certified to Mil Spec
standards (MIL-STD-810F)*

*Designed to Meet
IP54 Waterproof and
Drop Test Standards*

SUPERIOR IMAGE QUALITY

720P HIGH DEFINITION

- Over 3X the resolution of the largest competitor
- 130° Wide angle field of view
- The lens turret can be rotated vertically 40° for optimal aiming from any mounting location
- Selectable resolution (H.264 High Profile compression)
 - 720p (1280 x 720)
 - 480p (864 x 480)



THERE'S MORE TO VIDEO THAN JUST RESOLUTION

VISTA's advanced image sensor takes two separate images for each frame of video – a dark exposure and a light exposure. The two images are blended together to create a perfectly exposed frame, which keeps bright areas from becoming over-exposed and dark areas from turning black. The result is the highest image quality of any body-worn video camera.

- Dramatically superior low light performance
- Ideal exposures even when facing direct sunlight
- Extremely rich colors at all light levels



ULTRA-WDR CAMERA TECHNOLOGY



Actual final VISTA image



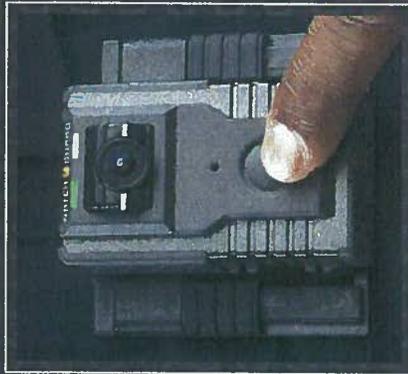
SOMETIMES AUDIO IS MORE IMPORTANT THAN VIDEO

- 1st Police body camera to use high fidelity microphone technology
- Produces true CD audio quality
- Silicon based audio sensor eliminates distortion from loud sounds while still picking up soft spoken speech
- Sophisticated acoustic foam chamber blocks most wind noise

SIMPLE TO USE

SIMPLE 1-TOUCH RECORDING

VISTA incorporates simple one-touch recording. To start a recording, simply press the round button on the front of the camera. To stop the recording, just press the button again. No extended holds or double taps.



INDICATORS CAN BE CUSTOMIZED BY THE OFFICER

- Multi-tone speaker
- Vibration motor
- Colored LED indicators

EASY TO UNDERSTAND

A BACKLIGHTEED LCD KEEPS YOU INFORMED

No guessing about battery level, recording state, or memory space used.



INCIDENT CATEGORIES



EXACT MEMORY SPACE USED



NUMBER OF RECORDINGS



CURRENT RECORDING DURATION



CURRENT TIME



CURRENT DATE



ASSIGNED OFFICER NAME



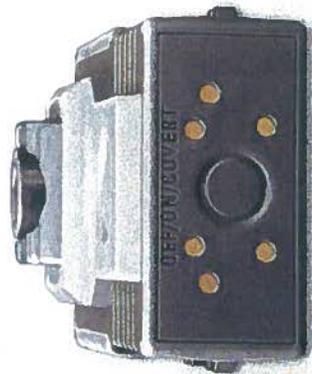
COVERT MODE ACTIVATION



COVERT MODE

VISTA can be switched into a covert mode to ensure the camera doesn't give away an officer's position.

- Disables the power and record LEDs
- Silences any audible indicators



CATEGORIZE RECORDINGS

CATEGORIZE IN THE FIELD

At the end of a recording, the officer can quickly categorize the incident by toggling through a list defined by the agency. In-field event categorization is a simple, powerful way to ensure efficient back-office evidence management.



ON-CAMERA INCIDENT CATEGORIZING:

- Greatly improves the ability to manage and find recordings
- Great for rapid Dock & Go camera check-in procedures (in-lieu of categorizing during camera check-in)
- You don't have to rely on a connected device to perform categorization for the evidence life cycle:
 - Retention period
 - Archiving requirement
 - Deletion rules and time-table



QUICK RELEASE MOUNTS

WatchGuard offers a wide range of high quality VISTA mounting attachments. All of VISTA's mounts lock to the camera using a quick release mounting system.



ROTATABLE SHIRT CLIP
Regarded as the best mounting clip in the industry



LOCKING CHEST MOUNT
Revolutionary patent pending design



DUTY BELT CLIP
Adjustable lens makes belt mounting practical



MOLLE LOOP MOUNT
Designed to attach to externally worn vests



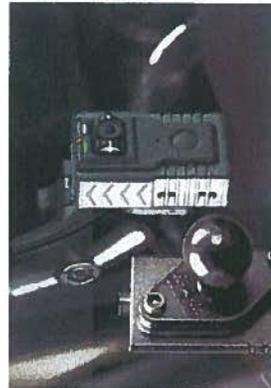
VELCRO® PLATE MOUNT
Great with externally worn vests with Velcro surfaces



KLICK FAST® MOUNT
Works with UK style Klick Fast receivers



TRIPOD MOUNT
Works on standard mounts with 1/4"-20 threads



RAM® MOUNT
Includes a 1 inch ball for RAM accessories

LOCKING CHEST MOUNT

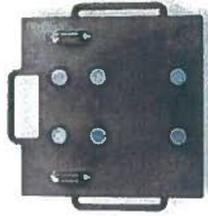
Uses two plates with industrial magnets and locking pins. Securely mounts the camera almost anywhere on the torso.



Patent Pending

UNDER-SHIRT PLATE

- To be placed anywhere under the uniform
 - Near a shoulder
 - On a vest
 - In a shirt pocket
- Multiple ways to hold this plate in position
 - Compression of the uniform material
 - Velcro can position the plate on a vest
 - Optional elastic straps can be used



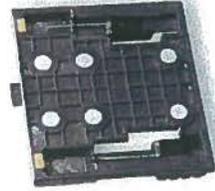
OUTER-SHIRT PLATE

- VISTA attaches to this plate using the quick release system
- Industrial magnets snap the two plates into position

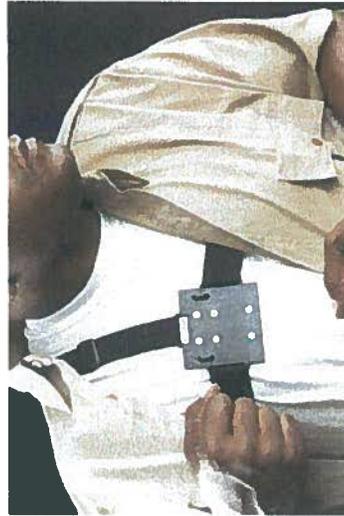


LOCKING PINS

- The two pins slide into the locked position
 - The pins pierce the uniform to secure the mount
 - The two plates become physically locked together



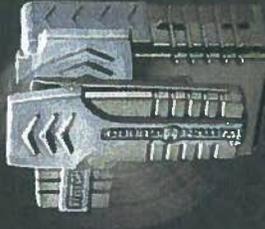
An optional elastic strap kit is available for securing the undershirt plate.



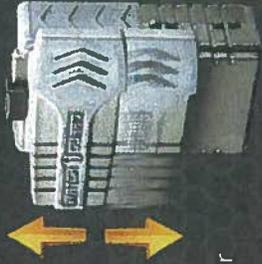
ROTATABLE SHIRT CLIP



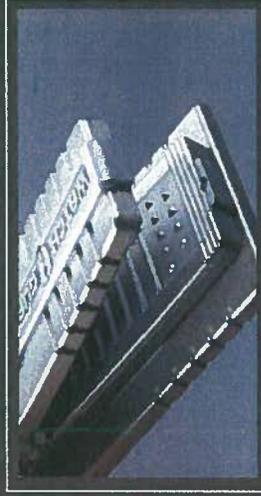
An alligator style clip that rotates 360°



The clip snaps vertically from center to top. When snapped into the top orientation, the camera sits flatter to the garment.

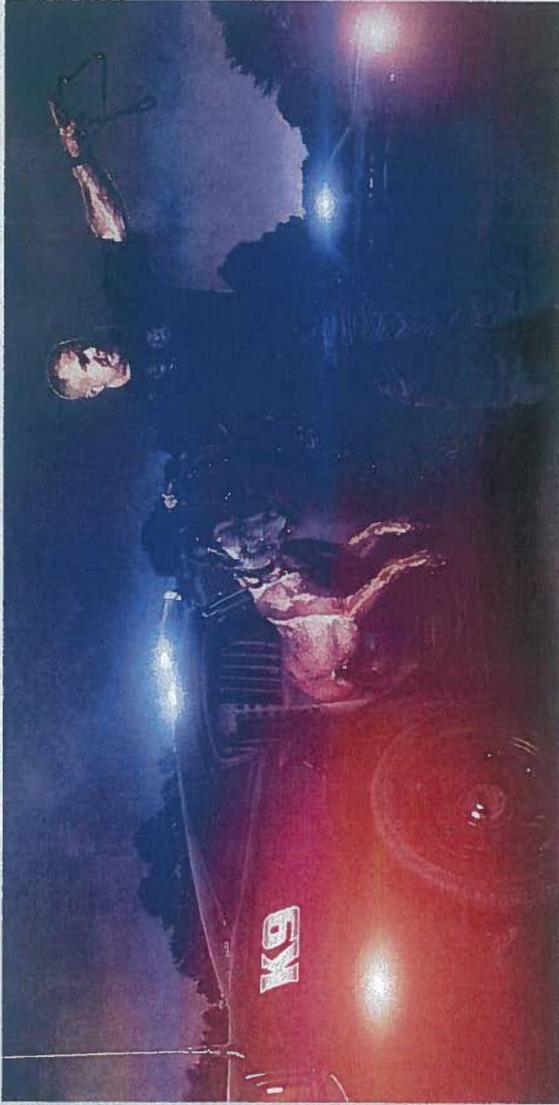


WIDELY REGARDED AS THE BEST MOUNTING CLIP IN THE INDUSTRY



Made with an ultra-hard resin that is much stronger than plastic clips. It uses both resin and rubber "teeth" to increase the holding power on fabric.

RECORD-AFTER-THE-FACT



THE POWER TO GO BACK IN TIME TO RECORD AN EVENT AFTER IT HAPPENED

Officers can get involved in situations that unfold rapidly, without giving them time to activate a camera. These are often the incidents where video is needed the most! VISTA's Record-After-the-Fact gives you the ability to go back in time to capture critical video after it happened.

HOW IT WORKS

- The Record/Stop button creates normal recorded events which are automatically uploaded to the backend software
- In addition, video is continuously captured in the background and temporarily written to flash memory (the last 10-38 hours of operation)
- If needed, an authorized user can convert the buffered video into a "Record-After-the-Fact" event by docking the camera and entering in the desired start and stop point for a new recording
- The newly created recording will then get uploaded



Record-After-the-Fact is Patent Pending



VISTA cameras will only have Record-After-the-Fact if the ELX-3 or Evidence Library 4 Web system administrator has configured the cameras for background recording. Agency policies will dictate if Record-After-the-Fact is enabled, what situations justify its use, and who is authorized to create a recording.

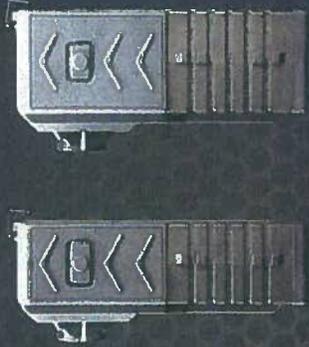
VISTA is the only wearable camera that can guarantee you will never miss an incident!

RATF
RECORD AFTER THE FACT™

"THE ONLY THING WORSE THAN NOT HAVING A CAMERA, IS HAVING A CAMERA THAT WASN'T RECORDING."

AVAILABLE IN 2 VERSIONS

VISTA is available in two versions: Standard and Extended Capacity. The two versions are identical except for a difference in battery life, thickness and weight.



All of the VISTA mounts and the docking systems work with both versions.



GENERAL RECOMMENDATION

If your agency plans to utilize pre-event recording or Record-After-the-Fact, WatchGuard recommends using the Extended Capacity version. If you do not plan to utilize those features, we recommend the Standard Capacity version.

LONG BATTERY LIFE

STANDARD CAPACITY VERSION



APPROXIMATE BATTERY LIFE ON A SINGLE CHARGE:

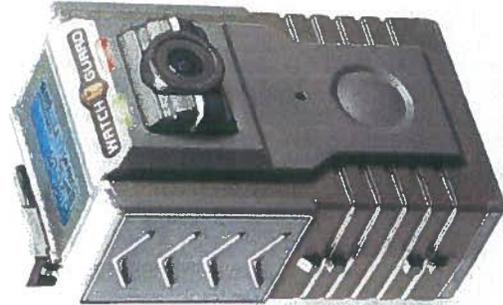
- 6 Hours of recording at 720p resolution
- 6.7 Hours of recording at 480p resolution
- 12.5 Hours of standby operation

3"H x 1.9"W x 0.9"D
4.3 Ounces

Includes 32 GB Memory (Industrial-grade)

The Standard Capacity version is about the same size and weight of competing cameras that only provide 3-4 hours of HD recording time.

EXTENDED CAPACITY VERSION



APPROXIMATE BATTERY LIFE ON A SINGLE CHARGE:

- 9 Hours of recording at 720p resolution
- 10 Hours of recording at 480p resolution
- 19 Hours of standby operation

3"H x 1.9"W x 1.3"D
5.3 Ounces

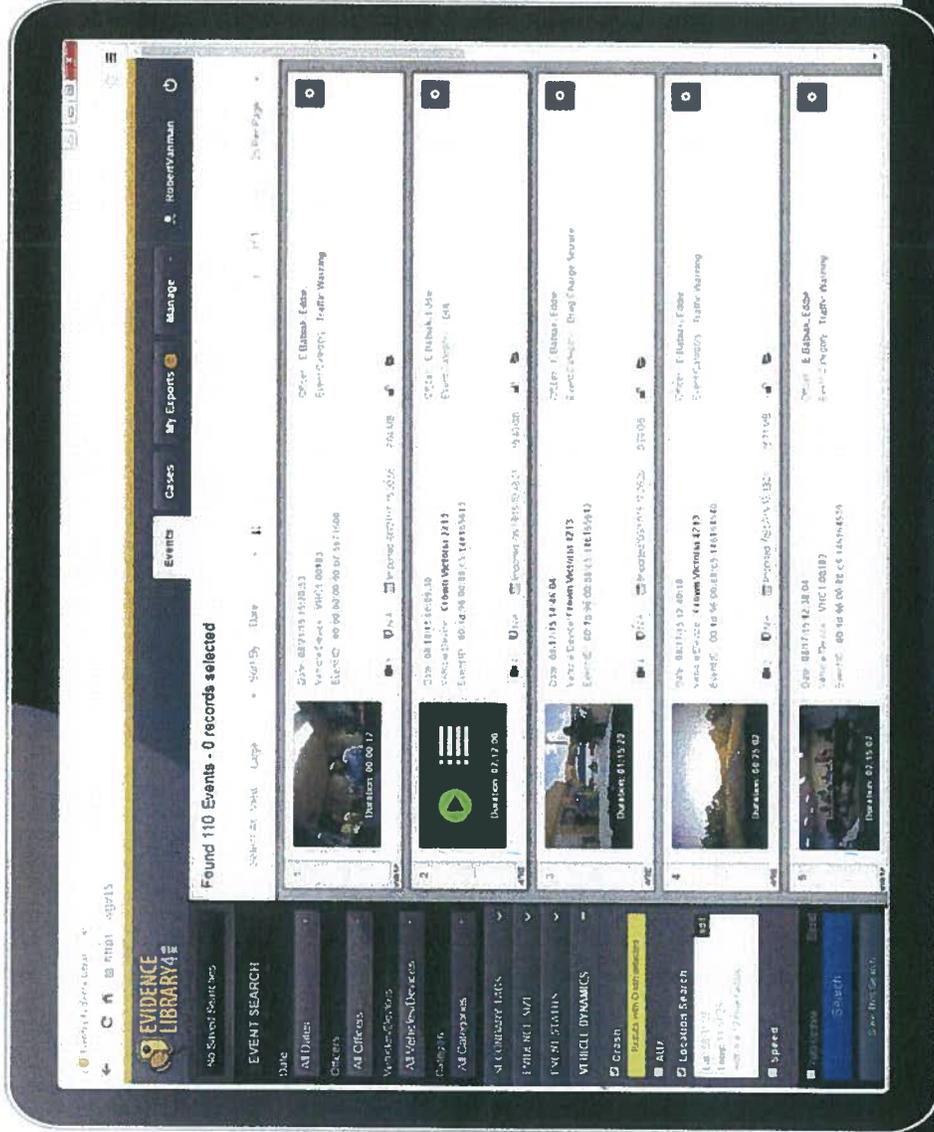
Includes 32 GB Memory (Industrial-grade)

The longest HD recording time in the industry.

EVIDENCE LIBRARY 4 WEB WITH CLOUD-SHARE

Evidence Library 4 Web* (EL4Web) is the industry's leading enterprise-class, web-based evidence management platform.

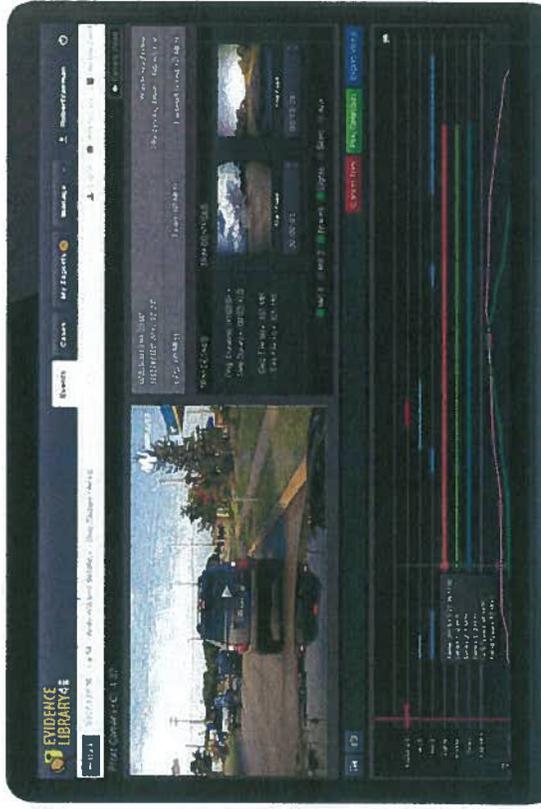
- Locate, play, export, share and manage video from VISTA and 4RE cameras
- Includes integrated case management for all types of digital evidence files
- Comprehensive device management for your fleet of VISTA and 4RE cameras
- Comprehensive management of the life-cycle of your evidence
- Massively scalable, supports 1,000's of simultaneous users
- Extensive flexibility of security, evidence, and fleet management
- Includes DVD robot management
- Windows based with Microsoft SQL Server databases
- On-premise data storage provides the quickest access to video evidence
- Integrates with Active Directory
- Works with VISTA USB bases and VISTA transfer stations



THE INDUSTRY'S BEST USER INTERFACE

EL4Web features an all new web-based client that makes working with evidence fast and simple. Powerful searches can be completed in seconds and results can be sorted by any field.

WEB-BASED MEDIA PLAYER



- Playback begins immediately - before the entire file is uploaded
- Jump to and play from any point during the upload
- Graphically view the metadata
- Built-in event trimming to create shorter clips of key moments
- VISTA recordings are non-proprietary, standards-based video files that will play in most media players



INTEGRATED CASE MANAGEMENT

Manages all digital evidence assets (JPEGs, docs, other videos, reports, etc.)



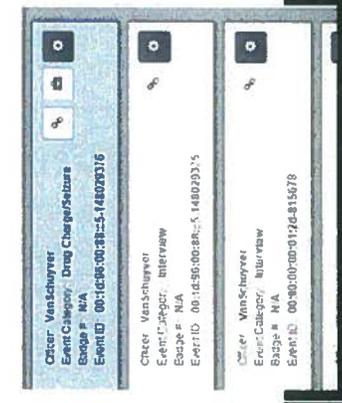
DETAILED AND SEARCHABLE AUDIT LOGS

Every touch or activity updates the audit logs



ADVANCED EXPORTING

Convert recordings to additional formats (DVD-Video, AVI, WMV, MPEG-2)



AUTOMATIC LINKING OF 4RE AND VISTA RECORDINGS

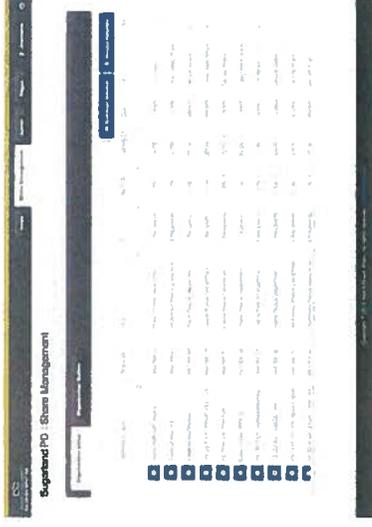
VISTA recordings automatically become another camera view within the 4RE recording.

WATCHGUARD CLOUD-SHARE

WWW.EVIDENCELIBRARY.COM

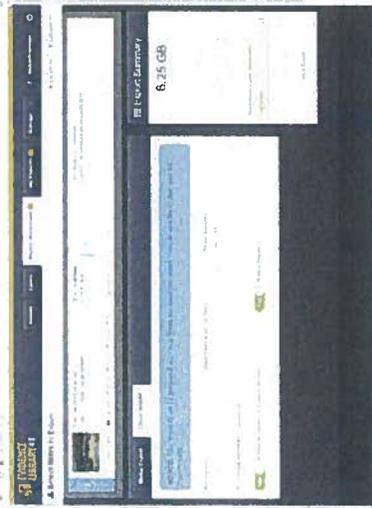
WatchGuard's new CLOUD-SHARE service is the best way to securely share video or case evidence with authorized recipients outside of the confines of your agency network. WatchGuard has partnered with Microsoft to provide a securely hosted CJS compliant cloud service.

- Securely share your evidence with attorneys, the media, or defendants in seconds
- Issue time-expiring, secure links to video recordings or case files
- Control the ability to play recordings online, download, or re-share
- Securely stored in the cloud using Microsoft Azure Government CJS Compliant Datacenters
- Share in-car and body-worn video together in one step
- Easily control who can share evidence and with whom they can share it
- Makes responding to FOIA requests quick and easy
- Get the benefits of Cloud technology without losing control of your evidence



ELIMINATES THE NEED TO CREATE DVDS TO SHARE EVIDENCE

SHARE THE EVIDENCE WITH ATTORNEYS, THE MEDIA, OR OTHERS



From the EL4Web web client you can "share" video recordings to the email recipient you designate. The system automatically uploads a copy of the evidence to the CLOUD-SHARE server and then sends an instructional email to the recipient with a link to the shared evidence. Permissions and roles determine what types of shares an Evidence Library user is able to generate.

- "Unsecured" shares provide a download link that does not require additional authentication to download the linked file
- "Access Code" shares require the recipient to provide a previously agreed upon security code to access the secure download link
- "Secure" shares enable a recipient (typically District Attorneys) to log into their established account on the WatchGuard CLOUD-SHARE server to access, download, or instantly play video evidence. These recipients are provided a rich user experience to search for and manage all of their copies of the evidence that has been shared with them.

THREE DIFFERENT USAGE LEVELS

The Basic Level of CLOUD-SHARE is included FREE with qualifying Evidence Library licensing agreements. The Full and Extended service levels are available at additional cost.

Service Level	Share Types	Downloads per Share	Direct Playbacks	Expiration Limit	Annual Shares per Device
Basic	Unsecured Access Code	2	0	30 Days	24
Full	Unsecured Access Code Secure	2	2	90 Days	48
Extended	Unsecured Access Code Secure	4	4	180 Days	72

TURNKEY SOLUTIONS

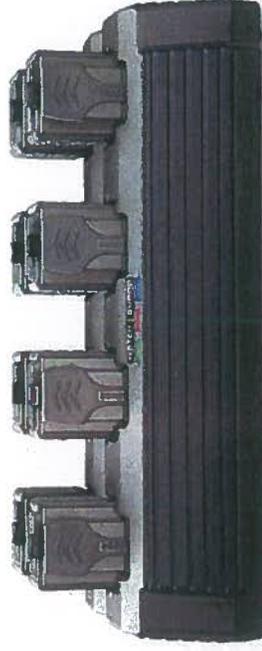
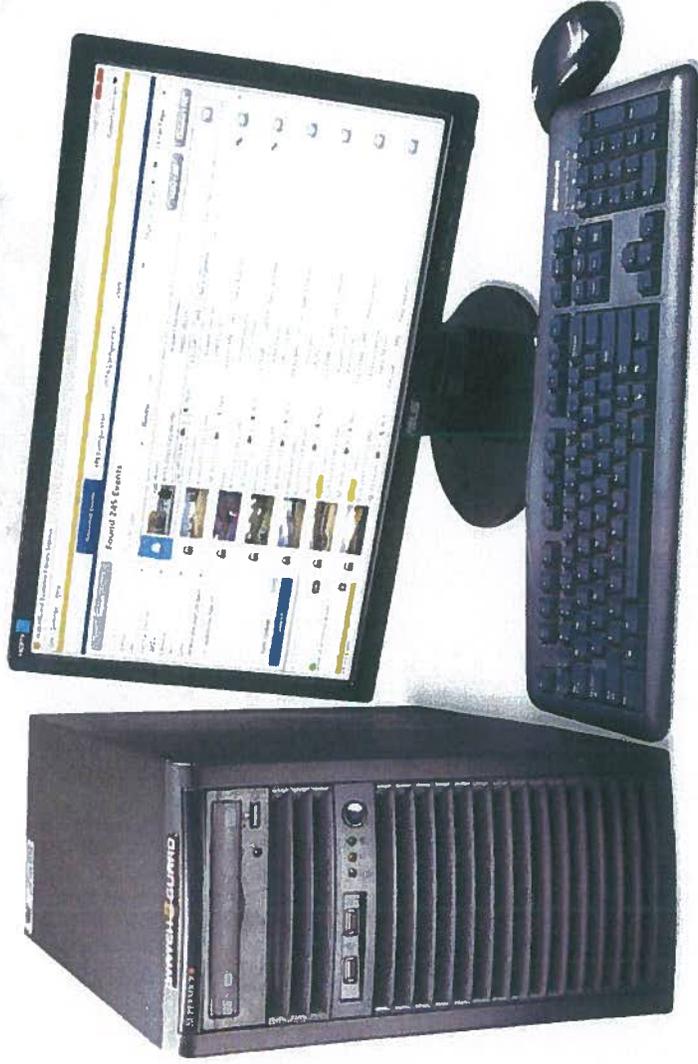
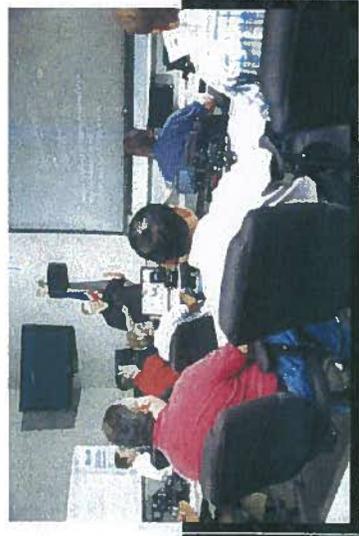
ELX-3 SOFTWARE DEPLOYMENTS

The VISTA solution with ELX-3 software is extremely simple to install and configure on Windows 7 or higher PCs. Most customers will be able to install the software and configure the cameras without requiring any help. However, WatchGuard customer service can walk agencies through the ELX-3 installation and provide telephone support whenever needed. In addition, WatchGuard can provide high quality PCs with ELX-3 pre-installed.

ENTERPRISE DEPLOYMENTS

WatchGuard can provide complete turnkey solutions for our Evidence Library customers which may include:

- On-Premise, server computer hardware
- Extended storage solutions
- DVD robots
- On-site installation and configuration of EL4Web
- Installation and configuration of Ethernet Transfer Stations
- On-site administrator and user training



FREE TRAINING IS AVAILABLE

VISTA camera training is available online at no charge. Administrator training is conducted at WatchGuard's headquarters in Allen, Texas several days each month. Just sign up online to register for these free classes. On-site training is also available for a charge.

EVIDENCE LIBRARY EXPRESS™ (ELX-3)

WatchGuard's ELX-3 software is a full featured, simple to use video management system that is designed for small agencies that do not require the support of remote (or networked) clients.

ELX-3 IS INCLUDED FREE WITH VISTA

THE SINGLE PC SOLUTION

ELX-3 allows customers to manage the video, configuration and deployment of VISTA and 4RE cameras on a single PC (without using server computers).

VIDEO EVIDENCE MANAGEMENT

Quickly locate or sort recordings by combinations of:

- Officer Name
- Event Type (Category)
- Badge Number
- Storage Location
- Number of Cameras
- Date or Date Range
- Incident ID
- Vehicle or Camera ID
- Recording Duration
- File Size



AUTOMATIC LINKING OF 4RE AND VISTA RECORDINGS

When VISTA is used with the 4RE in-car video system, VISTA recordings automatically become another camera view within the 4RE recording.

A RICH IMPORT EXPERIENCE

Once a VISTA camera is docked, ELX-3 can generate a feature-rich import window that enables officers to playback VISTA recordings, select event categories, and even enter incident IDs prior to importing the recordings. ELX-3 can also be configured to automatically import all video without any officer interaction (Dock & Go).



EASY EXPORTING

Recordings can be exported using the original, non-proprietary file format, or they can be converted to MP4 and DVD-Video formats.



INCLUDES ACCESS SECURITY

Control the level of permissions you give each user by roles:

- Administrator
- Supervisor
- Evidence Custodian
- Users (Officers)

SUPPORTS MULTIPLE OFFICERS USING VISTA CAMERAS

A single ELX-3 installation can be used by a single officer or with multiple officers. The PC that runs ELX-3 can be centrally located where multiple officers can access and upload their VISTA video using USB bases. A USB hub can be utilized to increase the number of USB bases that can be connected to the PC. ELX-3 is not compatible with VISTA Transfer Stations.



DOCKING SYSTEMS



USB DOCKING BASE

- Transfers 1 GB in under 90 seconds
- Completely charges the camera in 4 hours



ETHERNET TRANSFER STATION

- Each station uploads and recharges 8 VISTA cameras simultaneously
- Dock & Go fully automatic uploading with zero officer interaction
- Much faster than most competing transfer systems
- Dozens of stations can be simultaneously operated in multiple locations and all managed with Evidence Library 4 Web

The Rapid Checkout KIOSK screen assigns cameras in seconds.



EXTENDED WARRANTIES

The entire VISTA camera is covered by a one-year warranty which includes advance replacement privileges. This factory warranty can be extended through the 3rd year.

UNLIMITED NO-FAULT WARRANTY

In addition to our standard and extended warranties, WatchGuard offers an unlimited, "No-Fault" warranty program which expands the warranty coverage to include replacing cameras (and mounts) even if they were physically damaged or abused. With this warranty, agencies can remove the risk of incurring unplanned expenses due to having to replace damaged hardware.

PASSIONATE SERVICE

24/7 CUSTOMER SUPPORT

At WatchGuard Video we understand that a broken camera can keep you from doing your job. That is why throughout the history of WatchGuard Video, we have always demonstrated a commitment to provide extraordinary service and support, including 24/7 after-hours emergency support.

ADVANCED REPLACEMENTS

Most companies agree to repair hardware that fails while under the warranty period, but that often takes weeks. WatchGuard's VISTA warranty provides for an immediate advance replacement of defective hardware. We do not make you wait until the defective component is returned before the replacement is shipped. Advanced replacements are usually shipped within 24 hours (one business day), and we pay the freight in both directions (using a pre-paid return label). With WatchGuard, you get reduced downtime.

BETTER COVERAGE

WatchGuard's VISTA warranty covers the camera, docks, cables, and batteries.

CREATES RAVING FANS

The WatchGuard Customer Service Team goes beyond merely honoring a product warranty – they strive to create raving fans.

*To learn more about our passionate 24/7 service,
please just ask some of our customers.*

90-DAY MONEY-BACK GUARANTEE

WatchGuard Video® has invested an enormous amount of time and resources into making VISTA™ the highest quality and the most desirable wearable camera system on the market. We are so confident that your agency will be satisfied with VISTA that we are extending a 90-day money-back guarantee.

OUR PROMISE

We guarantee that your agency will be satisfied with the VISTA™ wearable camera solution (including the Evidence Library 4 Web or ELX-3 software). If for any reason you are not completely satisfied, just return the system within 90 days of purchase and we will refund your money.




Robert Vainman
Chief Executive Officer

Robert Vainman
Chief Executive Officer

WATCHGUARD VIDEO

415 Century Parkway, Allen, TX 75013
972-423-9777 (Main)
972-423-9778 (Fax)

WATCHGUARDVIDEO.COM

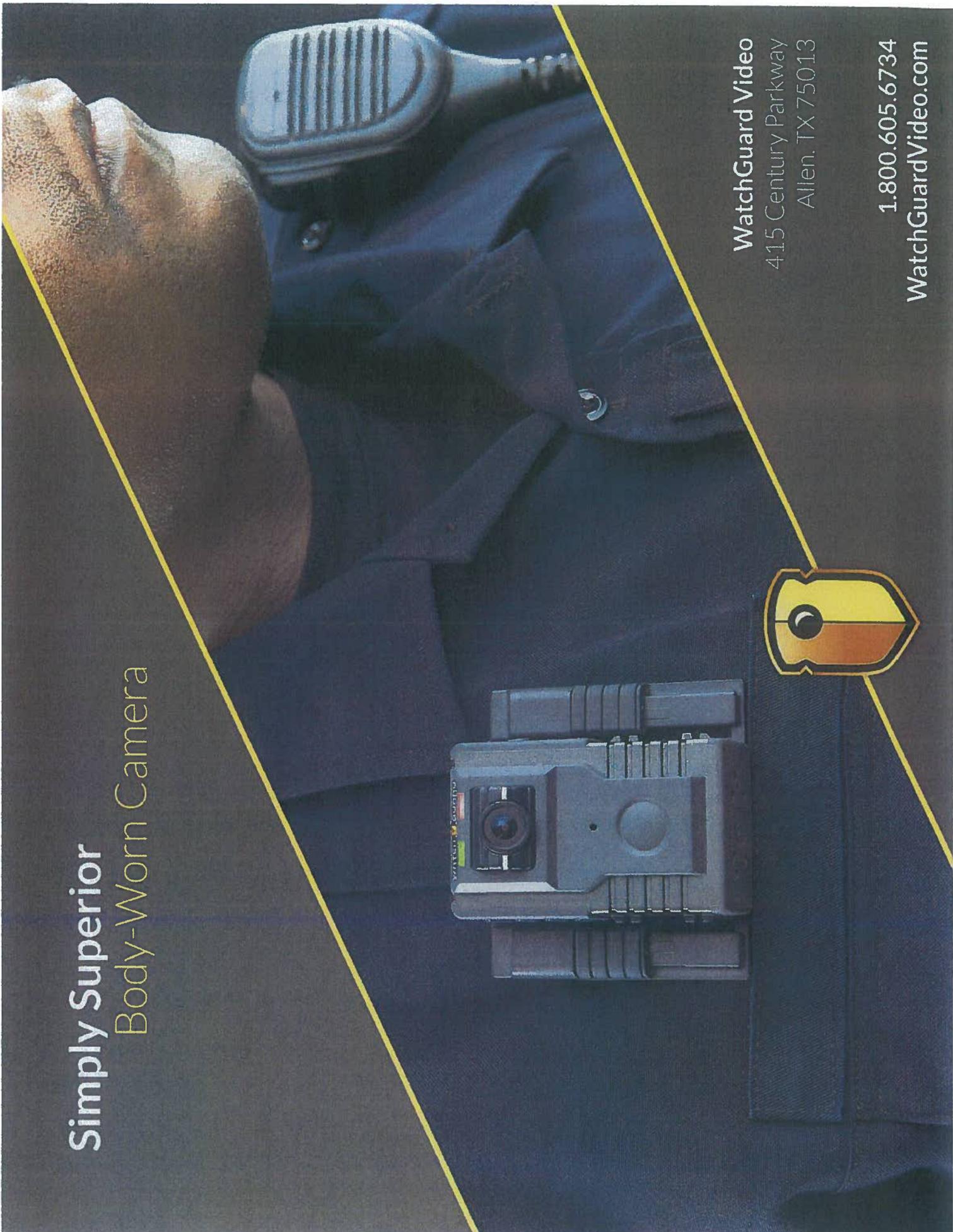
TOLL FREE SALES

1-800-605-6734



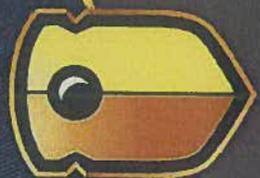
VISTA is built in WatchGuard's US headquarters located in Allen, Texas

Simply Superior Body-Worn Camera



WatchGuard Video
415 Century Parkway
Allen, TX 75013

1.800.605.6734
WatchGuardVideo.com



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Reveal Media, Inc	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 132 Joe V. Knox Ave. Suite 100	Requester's name and address (optional)
City, state, and ZIP code Moorestville, NC 28117	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number									
9	8	-	1	1	2	9	7	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for-reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(f)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(f)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

Date Submitted 2016-07-13 11:44:04**Applicant** C. Hood**Quick Title** Contract Award**Subject** For the purchase of Reelmaster, Groundsmaster, Multipro and Greensmaster for Golf Courses**Discussion** This list of equipment is purchased through the National IPA Contract pricing agreement which is valid through Nov. of 2017. Turf Equipment is the manufacturers rep and direct distributor of Toro. See attached**Cost** \$236370.89**City Manager Recommendation** This equipment was approved in the 2016-2017 budget. It is a little higher than budgeted but adjustments will be made in the other budget accounts to make up the difference. Recommend approval.**Action Taken****Requested by** Courtney Stephens**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** Although the total for all equipment purchased exceeds the budgeted amount, Colby will make up the difference on other account. (- \$1.371.00)

COPY



Groundskeeping, Golf and Sports Field Maintenance Equipment
Executive Summary

Lead Agency: City of Tucson, AZ
RFP Issued: May 4, 2012
Date Open: June 12, 2012

Solicitation: RFP #120535
Pre-Proposal Date: May 22, 2012
Proposals Received: 3



Count on it.

Awarded to:

The City of Tucson, AZ Department of Procurement issued RFP #120535 on May 4, 2012 to establish a national cooperative contract for groundskeeping, golf and sports field maintenance equipment.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- Hawaii Tribune-Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- National IPA website

On June 12, 2012 proposals were received from the following offerors:

- Jacobsen Textron Company
- R&R Products
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into interview and equipment demonstrations with the top two ranked firms, Jacobsen Textron Company and The Toro Company.

At the conclusion of the interviews and demonstrations, the evaluation committee individually scored and ranked the short-listed firms. As a result, the committee recommended entering into exclusive negotiations with the intent to award to the top ranked firm, The Toro Company.

The City of Tucson, AZ, National IPA and The Toro Company successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of November 27, 2012.



Count on it.

Contract includes: Groundskeeping, golf and sports field maintenance equipment

Term:

Initial one year agreement from November 27, 2012 through November 26, 2013, with option to renew for four (4) additional one-year periods through November 26, 2017.

Pricing/Discount:

Discount off Toro MSRP for Commercial, Landscape Contract Equipment and Compact Utility Equipment.

Serviced and supported by local Toro distributors/dealers.

Value Added Services:

- Used equipment
- Financing options
- Smart Value Program volume incentive program

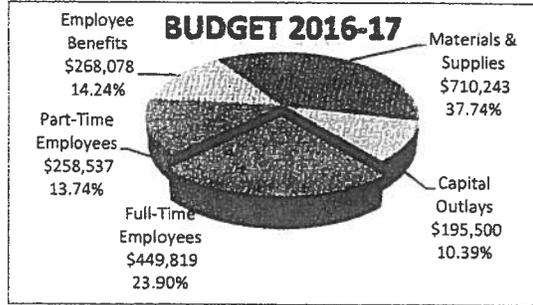
SUNBROOK GOLF



Sunbrook is rated by *Golf Digest* as one of the best golf courses in Utah. This rating is a result of a number of elements including scenery, challenge, quality, and service. Sunbrook is the only golf club in southwestern Utah to feature 27 championship holes.

BUDGET SUMMARY

	2016-17 Recommended Budget
Full-Time Employees	\$ 449,819
Part-Time Employees	\$ 258,537
Employee Benefits	\$ 268,078
Materials & Supplies	\$ 710,243
Capital Outlays	\$ 195,500
TOTAL	\$ 1,882,177



SALARIES & BENEFITS

<u>Authorized Full-Time Positions</u>	<u>Total Positions</u>	
Golf Course Superintendent	2008	11
Golf Course Asst. Superintendent	2009	11
Golf Course Maint. Technician (3)	2010	11
Golf Course Maint. Worker (4)	2011	10
Golf Course Mechanic	2012	10
Head Golf Pro	2013	10
	2014	10
	2015	12
	2016	11
	2017	11

% of Salaries
& Benefits to Recommended
Dept. Budget
52%

CAPITAL OUTLAYS

	<u>Requested</u>	<u>Recommended</u>
Irrigation Controller Upgrade	12,000	12,000
Retaining wall/Path repair at Pro Shop	20,000	20,000
Restroom Remodel	9,000	9,000
Tree Improvement	10,000	10,000
Sod Removal/Ground Cover Replacement	30,000	30,000
Tree Accessory Upgrade	5,000	5,000
Clubhouse Deck & Steps Repair	12,000	12,000
Greens Mower (2)	78,000	41,500
Fairway Mower	56,000	56,000
Rough Mower (2)	108,000	0
Workman Utility Cart	24,000	0
John Deere Tractor	26,000	0
Sandpro	18,000	0
	<u>408,000</u>	<u>195,500</u>

575 {

236,371
 235,000

 1,371 Total Budget
 Balance

Connie,
 Colby will make up difference from
 other acct.



Turf Equipment & Irrigation, Inc.
1630 South Gladiola Street
Salt Lake City UT 84104

St. George City Golf 2016

Prepared for:
St. George City - Colby Cowan
175 E 200 N Southgate Golf Cour
St. George UT 84770



Proposal Date: 06/24/2016
Expiration Date: 10/14/2016
Quote ID: 2058953

National IPA Prices

Prepared by:
Jason Moon
jason.moon@turfequip.com
8018705666

Qty	Model Number	Description	Ext. MSRP	Unit Price	Extension
2	03607	Reelmaster 5510-D - 36.8 hp Tier 4-compliant Diesel w/ factory installed ROPS	\$142,748.50	\$55,814.69	\$111,629.38
10	03638	22 IN 7-Inch, 8-Blade RR DPA Cutting Unit EdgeSeries			
2	03405	7-inch weight for CUS with No Attachments (Kit of 5)			
10	107-3280	REAR ROLLER SCRAPER KIT-RM5010/RM6000			
2	30349	Universal Sunshade (White)			
2	131-6691	SEAT COVER, LARGE			
2	03614	Golf Ball Guard			
2	30093	800 HOUR MVP KIT-RM5410D/5510D/GM4300D			
1	30864	Groundsmaster 4300-D (Tier 4 Final Compliant) (30864 / 30864A)	\$64,429.61	\$50,383.96	\$50,383.96
5	114-0435-03	BLADE-ATOMIC, 22 INCH			
1	131-6691	SEAT COVER, LARGE			
1	30349	Universal Sunshade (White)			
1	03667	Air-ride Seat Suspension			
2	119-6957	SERVICE PACK - COMBO BLADE			
1	41188	Multi Pro 1750 (New Multi Pro 1750)	\$47,928.78	\$37,480.19	\$37,480.19
1	41208	Clean Rinse Kit for MP1750 (New Clean Rinse Kit for MP1750)			
1	41158	Chemical Pre-Mix Kit - MP1750 (KZ valve)			
1	41159	Electric Hose Reel Kit (KZ Valve)			
1	41232	Foam Marker Kit (For All Sprayers)			
1	125-8120	FINISH KIT - FOAM MARKER, MP1750			
1	106-4843	HEAT SHIELD BLANKET KIT			
1	30349	Universal Sunshade (white)			
1	41157	ProFoam Concentrate (4 one gal. per case)			
1	131-6690	Seat Cover Small Grey			
11	95-9188	NOZZLE SS 1.GPM			
11	95-9186	CAP			
11	120-0702	NOZZLE-AI .5GPM BROWN			
11	120-0712	NOZZLE-AI TURBO 1.0 GPM,BLUE			
11	121-5062	CAP-NOZZLE, TEEJET AI TURBO TWINJET			
1	04540	Greensmaster 3420 TriFlex Hybrid (Diesel)	\$47,157.73	\$36,877.36	\$36,877.36
1	04719	Seat Kit, Premium			
3	04653	11 BL Cutting Unit			
1	04554	Light Kit - LED			
1	131-6691	SEAT COVER, LARGE			
2	121-2637	DPA ADJUSTERS MVP KIT			

TOTALS	
Equipment Total	\$236,370.89
Total	\$236,370.89

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

Date Submitted 2016-07-13 08:53:00**Applicant** Jay Sandberg**Quick Title** Award Contract**Subject** Award an Engineering Services Contract to Jones & DeMille Engineering in the amount of \$99,800.**Discussion** The contract includes design and construction management services to design two basins and a conveyance system into the city's drainage system in the vicinity of Pioneer Park and Red Hills Parkway. The overall estimated cost of the project (including construction, design, and construction management) is \$930,600. The NRCS will pay for 75% (\$697,950) of the project and the City is to participate for 25% (232,650) of the project.**Cost** \$99,800**City Manager Recommendation** Time sensitive project with the County and NRCS for the detention basins on the Red Hill. The NRCS will pay for 75% of the total cost with the City covering the remaining 25%. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [Professional Services Contract Jones & DeMille for City Council.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Professional Services Contract Jones & DeMille for City Council.pdf](#)

**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR PIONEER PARK EWP DEBRIS BASIN(S) WITH JONES AND DEMILLE ENGINEERING**

This Agreement is made and entered into this 13 day of July, 2016, 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 Jones and DeMille Engineering, with offices at 435 East Tabernacle, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Engineering services including design, permitting, contractor procurement, and construction observation for the Pioneer Park EWP Debris Basin(s) Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated July 7th 2016 , 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 30% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

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

- as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "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. **CHANGES 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 \$717,100 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 \$2,455,900 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$286,900 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 \$2,455,900 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. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and

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

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

14. **RECORDS.**

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

15. **TERMINATION.**

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

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**
- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
 - b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
 - c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

<p>CITY: City of St. George 175 East 200 North St. George, Utah 84770 Attention: Jay Sandberg</p>	<p>CONSULTANT Jones & DeMille Eng. 435 E Tabernacle, STE 302 St. George, Utah 84770 Attention: Ryan Jolley</p>
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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

OWNER: Jones and DeMille Engineering

Jonathan T. Pike, Mayor



Ryan Jolley, PE, Principal

Attest:

Approved as to form:

Christina Fernandez, City Recorder



Paula Houston, Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

The St. George EWP Pioneer Park project will consist of design and construction management of two storm water runoff basins intended to capture peak flows from rainfall run-off events and convey that flow into the city's existing storm water system. The upper basin will be located in Pioneer Park between Red Hills Parkway and the Desert Tortoise Reserve. The lower basin is located at the base of the red rock cliffs above commercial businesses, above the end of 400 East (Flood Street)

The following scope of work will be completed:

1. Project engineering design will be in accordance with applicable NRCS design requirements. JDE will prepare the following deliverables pursuant to the Emergency Watershed Protection Program and receive approval from NRCS to construct the proposed facilities:
 - a. Plan of work summary
 - b. Project design drawings
 - c. Geotechnical investigation & design
 - i. Coordination and Blue Stakes
 - ii. Site drilling
 - iii. Test pits
 - iv. Lab testing
 - v. Soil characterization
 - vi. Slope stability
 - vii. Seepage
 - d. Hydrology/Hydraulic Design
 - i. Obtain data for design parameters
 - ii. Watershed delineation
 - iii. Hydraulic modeling
 - iv. Debris basin capacity analysis and design
 - e. Project design reports
 - i. Geotechnical analysis report
 - ii. Hydrology/hydraulic report
 - f. Project design specifications
 - g. Quality assurance plan
 - h. Operation and maintenance report
2. Additional design elements will include:
 - a. Project management
 - a. Project Reviews (Up to 2 review meetings)
 - b. Client Coordination
 - c. NRCS Coordination
 - d. Contractor Coordination
 - b. Site topographic survey and base-mapping
 - c. Property ownership exhibits
 - d. Owner coordination and design reviews
3. JDE will assist St. George City in obtaining necessary permits. Permits include:

- a. Nationwide Permit 37
 - b. Utah Dam Safety small dam permit (pending preliminary hydraulic design, otherwise, a large dam permit will be pursued and additional scope needed)
4. JDE will assist St. George City with contractor procurement. The following items will be provided to St. George City:
- a. Bidding document preparation (plans, spec, contract documents)
 - b. Pre-bid meeting attendance
 - c. Contractor questions and clarification
 - d. Addendums
 - e. Bid opening, review bids for compliance with all required standards and information, provide bid tabulation, and make recommendation for lowest most qualified bidder.
5. JDE will perform construction observation as required by the NRCS. The following items will be completed:
- a. Periodic project construction observation
 - b. Weekly construction meetings
 - c. Quality assurance testing
 - d. Partial pay estimates
 - e. Change order review and execution
 - f. Weekly construction reports
 - g. Contract record drawings
 - h. Owner administration support

Assumptions

- a. All environmental and archeological surveys, reports, coordination, and other related permitting documents will be provided by the NRCS.
- b. Basin location(s) will remain at the same location as described above.
- c. Major utility impacts will be avoided.

FEES

Total engineering fees shall not exceed \$99,800.

The breakdown of costs is shown below:

Design Services	\$ 31,300
Geotechnical Services	\$ 30,000
Contractor Procurement	\$ 3,500
Permitting	\$ 7,000
Construction Observation	\$ 28,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Cathy Wilcock PHONE (A/C, No, Ext): (801) 364-3434 662 E-MAIL ADDRESS: Cathy.Wilcock@american-ins.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED Jones & DeMille Engineering, Inc. 1535 South 100 West Richfield, UT 84701	INSURER A: Travelers Ind Co of America NAIC # 25666
	INSURER B: Travelers Prop Cas Co of Ame 25674
	INSURER C: Travelers Indemnity Company 25658
	INSURER D: Travelers Cas Ins Co of Americ 19046
	INSURER E: XL Specialty Insurance Company 37885
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	6806975L624	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X X	BA6977L470	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP979Y991	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X UB3316T916	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof. Liability		DPR9725492	10/10/2015	10/10/2016	Each Claim 2,000,000
E	RetroDate: 1/8/1992		DPR9725492	10/10/2015	10/10/2016	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pioneer Park EWP Project starting July 12, 2016 In St. George, UT
City of St. George is an additional insured with regards to the General Liability, and Auto Liability per written contract, Endt. CGD381, CAT420. Primary and Non-contributory applies to the General Liability and Auto Liability favor of The City of St. George per written contract, Endt. CGD037. Waiver of subrogation in favor of the City of St George applies to the General Liability, Auto Liability, and Workers Compensation per written contract. Endt. CGD381, CAT420, and UM430305. 30 Day Notice of cancellation in favor of the certificate holder included.

CERTIFICATE HOLDER City of St George 175 East 200 North Saint George, UT 84770	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jeffrey M. Hunt</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed:

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

Date Submitted 2016-07-14 15:18:05**Applicant** Rich Stehmeier**Quick Title** Aviation Support and Maintenance Services**Subject** The proposed contract is a 3-year contract for Equipment and Data Services at the airport including the VOR, DME, AviMet Data Link, etc. as described in the Statement of Work.**Discussion** The contract total amount is \$59,580 billed annually at \$19,860. The annual payment amount is included and is covered in the current fiscal budget.**Cost** \$19,860**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [Vaisala Agreement 07-2016.pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [Vaisala Agreement 07-2016.pdf](#)



194 South Taylor Ave.
Louisville, CO 80027

**AVIATION SUPPORT AND MAINTENANCE SERVICES
Order and Pricing Schedule**

Vaisala: Vaisala Inc. 194 South Taylor Ave. Louisville, CO 80027 Email: anthony.body@vaisala.com	Customer: City of St George 175 East 200 North St. George, Ut 84700 Email:
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This Order and Pricing Schedule is incorporated by reference into the **Agreement for Aviation Support and Maintenance Services** between the parties, and the **Statement of Work**, and made a part thereof.

The Effective Date of this Agreement is August 2, _____, 2016 .

The Term of this Agreement shall be for a period of 3 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Preventive Maintenance
<input checked="" type="checkbox"/> Equipment Restoration
<input type="checkbox"/> Data Service

Equipment (check as applicable)	Manufacturer/Model	Equipment (check as applicable)	Manufacturer/Model
<input checked="" type="checkbox"/> VOR		<input type="checkbox"/> RVR	
<input checked="" type="checkbox"/> DME		<input type="checkbox"/> RWIS	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input type="checkbox"/> AWOS		<input type="checkbox"/> Markers	
<input type="checkbox"/> TWX/LTS		<input type="checkbox"/> Other	

Data Services (check as applicable)	
<input checked="" type="checkbox"/> AviMet Data Link	
<input type="checkbox"/> Navigator II	
<input type="checkbox"/> GLD 360 - Service Size:	
<input type="checkbox"/> NLDN Stroke Data - Service Size:	
<input type="checkbox"/> CLDN Stroke Data - Service Size:	
<input type="checkbox"/> AviCast	<input type="checkbox"/> AviCast Lightning Warning System

Fees	Contract Total: \$ 59,580.00
Annual Fee	\$ 19,860.00 billed Annually
Unplanned Outage Fee	\$ 1,831 per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1,831 per day (ex. flight check)
Holiday Fee	\$ 500 per day additional
Cancellation/Delay Fee	\$ 500 per day

1 Application

These General Conditions of Sale of Vaisala Inc. ("Conditions") shall apply to the sale, supply, and replacement of hardware and/or software ("Products") by Vaisala Inc. (hereinafter "Vaisala") to Vaisala's customer ("Customer") except to the extent the sale, supply, and replacement of Products is subject to a separate Agreement (as defined below). By submitting a purchase order, request for offer or any other document to purchase Products against a Vaisala quotation or other Vaisala document referencing these Conditions, Customer acknowledges: (a) its complete acceptance of these Conditions; and (b) that any terms accompanying Customer's document(s) related to the sales transaction have no effect and shall not apply. These Conditions may be superseded or amended in writing by a separate agreement agreed upon and executed by both parties ("Agreement"); otherwise the sale, supply, and replacement of Products shall solely be governed by these Conditions and related documentation for the given sales transaction, which hereby together constitute the full contract ("Contract") between Vaisala and Customer.

For general conditions of licensed software, refer to the General License Conditions of Vaisala Group at: <http://www.vaisala.com/Vaisala%20Documents/Terms/DOC225649EN.pdf>.

For General Conditions of Service, refer to: <http://www.vaisala.com/Vaisala%20Documents/Terms/DOC223578EN.pdf>.

For additional conditions regarding Vaisala's Triton products, refer to: <https://www.skyserve.net/Skyservedev2/help/useragreement1.htm>.

2 Mutual Representations

Each party represents, warrants and covenants that: (a) it has the full right, power, and authority to render the performance and obligations as set forth herein; and (b) the representative whose signature is affixed to this Contract (when applicable) has full capacity and authority to bind that party to the terms hereof.

3 Prices, Payment, Delivery and Retention of Title

3.1 Prices

The quoted prices are exclusive of all taxes, duties and charges of any kind, which shall be added to the purchase price in accordance with applicable law or paid directly by Customer to appropriate authorities, as the case may be.

3.2 Payment

Upon Vaisala's acceptance of Customer's credit application, payment terms shall be net 30 days, unless payment is to be made to Vaisala by a confirmed irrevocable documentary credit. Any payment outstanding after the due date shall accrue interest at the rate of twelve percent (12%) per annum on the unpaid amount from the date such payment becomes due. Vaisala is entitled to suspend all deliveries to Customer until any unpaid amount, including interest, has been paid in full.

3.3 Delivery

The terms of delivery are defined in accordance with INCOTERMS 2010. Products shall be delivered FCA (Vaisala facility) (INCOTERMS 2010) unless otherwise expressly agreed in writing or as noted on Vaisala's quotation or acknowledgement of order.

Any delivery and availability dates are estimates only. Vaisala will endeavor to meet these estimates but will not be liable for any delays in meeting estimated delivery dates.

Customer will be deemed to have accepted the Products unless Vaisala has received a substantiated written claim as to any alleged nonconformity or delayed delivery of the Products within fourteen (14) days from the date of receipt of the Products by the Customer.

3.4 Retention of Title

Vaisala shall retain title to Products until Vaisala's receipt of full payment, including possible interest on overdue payment.

Until full payment for Products has been received or unless prior written authorization has been given by Vaisala, Customer (a) shall take all measures necessary to store and protect such Products, including labeling such Products as being owned by Vaisala, shall inform Vaisala of such measures, and shall grant Vaisala access to the premises where Products are stored for inspection and removal purposes at Customer's risk and expense, and (b) undertakes not to process, incorporate, give as security or resell Products.

4 Confidentiality

Neither party shall disclose, transfer, transmit or otherwise make available to a third party documentation related to the given sales transaction or any confidential information submitted in connection with the sale, supply or replacement of Products without the written consent of the other party, unless and to the extent required for the purpose of fulfilling the obligations under this Contract. The obligations of this Section 4 shall survive the expiry and termination of this Contract for a period of three (3) years.

5 Intellectual Property Rights

All trademarks, copyrights, trade names, patents, designs, drawings, technical data, trade secrets, and any other information designated as confidential information of a party shall remain the sole property of that party.

6 Indemnification and Limitation of Liability

6.1 Intellectual Property Rights Indemnification by Vaisala

Vaisala shall hold harmless, defend and indemnify Customer, and each of its directors, officers, members, managers, employees, and agents (collectively, the "Customer Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Customer Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that Products provided to Customer infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any

other intellectual property or proprietary right of any third party. The Customer Indemnified Parties shall without delay notify Vaisala in writing about any such action, suit, litigation, arbitration or dispute, and they shall not settle or make any admissions in respect of the same. Vaisala shall be given the option, at its expense, to control the action, suit, litigation, arbitration or dispute, and shall be given all necessary information, authorization and assistance to defend the same.

The foregoing indemnity shall not apply (a) to a claim, damage, loss, liability, cost or expense to the extent attributable to the negligent activities or intentional misconduct of any of Customer Indemnified Parties, (b) where any such infringement, misappropriation, or violation would not have occurred but for Customer's modification of Products or Customer's combination of Products with any hardware, software or service not provided by Vaisala or (c) to claims by entities belonging to the same group of companies with the Customer or otherwise associated with any of the Customer Indemnified Parties.

6.2 General Indemnity

Each party shall hold harmless, defend and indemnify the other party and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all third party claims, demands, suits, actions, or proceedings (and resulting costs, expenses and liabilities), which arise from personal injury, death, or tangible property loss or damage attributed to, or caused by, either party's negligent performance under this Contract or by Products supplied by Vaisala (including latent defects in such Products). The foregoing indemnity shall not apply to the extent that such injury, death, tangible property loss or damage is caused in whole or in part by the willful misconduct or gross negligence of the party seeking to be indemnified.

6.3 Limitation of Liability

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF A PARTY TO THE OTHER PARTY AND TO ALL INDEMNIFIED PARTIES FOR ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ("DAMAGES") ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCLUDING INDEMNITY FOR WHICH CUSTOMER INDEMNIFIED PARTIES MAY BE ENTITLED TO PURSUANT TO SECTION 6.1 ABOVE, SHALL NOT EXCEED THE AGGREGATE COMPENSATION PAID OR PAYABLE TO VAISALA UNDER THIS CONTRACT.

6.4 No Indirect Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR PRODUCTS SOLD PURSUANT TO THE TERMS OF THIS CONTRACT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. DAMAGES RESULTING FROM ANY LOSS OF DATA SHALL BE DEEMED INDIRECT DAMAGES, AND SHALL BE SUBJECT TO THIS SECTION 6.4.

7 Warranty

Vaisala hereby represents and warrants all Products to be free from defects in workmanship and material during a period of twelve (12) months from the date of delivery; however, extended warranties of longer duration are available for those specific Products set forth on Vaisala's website at <http://www.vaisala.com/en/contact/Pages/warranty.aspx>. Lists of Products with longer warranties may be amended or adjusted from time to time by Vaisala.

If any Product proves to be nonconforming in workmanship or material within the period(s) herein provided, Vaisala undertakes, to the exclusion of any other remedy, to repair or at its option replace the nonconforming Product or part thereof free of charge. Products so repaired or replaced shall have a six (6) months warranty period from the date of delivery and otherwise on the same conditions as for the original Product or part thereof, unless the original warranty period extends beyond the six (6) months warranty period, in which case the original warranty period applies. Vaisala shall have the option to repair the Product at a Vaisala facility of its choosing or on site. Nonconforming Products replaced in accordance with this Section shall be placed in Vaisala's possession for disposal.

This warranty is subject to the following conditions:

- a) a substantiated written claim as to any alleged nonconformity shall have been received by Vaisala within thirty (30) days after the nonconformity occurred or became known; and
- b) the allegedly nonconforming Product or part thereof shall be sent to the appropriate Vaisala facility or to such other place as Vaisala may indicate in writing, properly packed and labeled by Customer, unless Vaisala has agreed to inspect and repair or replace the Product on site; and
- c) the Product is within the warranty period.

Freight and insurance shall be at Vaisala's expense subject to Customer following the return material authorization procedures set by Vaisala for the return of the nonconforming Products, as set forth on Vaisala's website.

This warranty does not apply when the nonconformity has been caused through:

- a) Normal wear and tear;
- b) Accident, theft or vandalism;
- c) Forces of nature;
- d) Misuse or other unsuitable or unauthorized use of the Product or negligence or error in storing, maintaining or handling the Product;
- e) Erroneous installation or assembly or failure to service the Product or otherwise follow Vaisala's service instructions, including any repair, installation, assembly or service made by personnel not approved by Vaisala or replacements with parts not manufactured or supplied by Vaisala;

f) Modifications or changes to the Product as well as any adding to it without Vaisala's prior authorization; or

g) Other factors depending on Customer or a third party.

Notwithstanding the aforesaid, Vaisala's liability under this warranty shall not apply to any nonconformities arising out of materials, designs or instructions provided by Customer.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER CONDITIONS, WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, WHETHER UNDER LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES OF VAISALA OR ITS REPRESENTATIVES WITH RESPECT TO ANY DEFECT OR DEFICIENCY APPLICABLE TO OR RESULTING DIRECTLY OR INDIRECTLY FROM PRODUCTS, WHICH OBLIGATIONS AND LIABILITIES ARE HEREBY EXPRESSLY CANCELED, WAIVED AND DISCLAIMED. VAISALA'S LIABILITY UNDER THIS WARRANTY SHALL UNDER NO CIRCUMSTANCES EXCEED THE INVOICE PRICE OF ANY PRODUCT FOR WHICH A WARRANTY CLAIM IS MADE, NOR SHALL VAISALA IN ANY CIRCUMSTANCES BE LIABLE FOR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES.

8 Export Control and Compliance

(a) The subject technology of this Contract, including all data and articles provided hereunder, may be controlled for export purposes under the Export Administration Act of 1979 (50 USC 2401-2410), the Export Administration Regulations promulgated thereunder (15 CFR 768-799), the International Traffic in Arms Regulations (22 CFR 120-128 and 130), and the Foreign Corrupt Practices Act and their successor and supplemental laws and regulations (collectively the "Export Regulations"). Customer represents that neither Customer nor any of its directors, officers, members, managers or employees, or any person or entity known to Customer to be directly involved in this transaction as freight forwarder, consignee, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Customer or the transaction involving the Products that are the subject of this Contract or related technology.

Customer acknowledges that: (1) Export Regulations impose restrictions on the import, export, and transfer of certain categories data, articles and services to third countries and non-U.S. residents (including foreign persons working legally in the United States); and (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such

data, articles and/or related services can be exported; and (3) such licenses may impose further restrictions on the use and further disclosure of such data and articles. Customer agrees to comply with all U.S. Governmental regulations as they relate to the import, export, re-export and use of the subject technology hereof.

Customer shall have full responsibility for obtaining any export and import licenses and other authorizations required to export, import and use the Products. Vaisala shall not be obliged to commence performance of this Contract until all necessary export and import licenses and authorizations have been obtained.

(b) Customer shall hold harmless, defend and indemnify Vaisala and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all claims, demands, suits, actions, or proceedings (and resulting costs, expenses, penalties, fines and liabilities), arising out of claims, suit, allegations or charges of Customer's failure to comply with the provisions of this Section 8 and breach of the representation set forth in paragraph (a) above; provided, however, that in the event Customer requests the export classification of the relevant Product(s) from Vaisala and Vaisala fails to provide the correct export classification, then the preceding indemnification provision shall not apply. Any failure of Customer to comply with the requirements or any breach of the representations contained in this Section 8 shall be a material breach of this Contract.

9 General

9.1 Force Majeure

Neither party shall be liable for delay in delivery or other failure to duly fulfil its obligations due to a Force Majeure event. Force Majeure events are events beyond the control of both parties and include, but are not limited to: a strike or other industrial or labor dispute, fire, flood, sandstorm, or any other natural catastrophe, act of God, riot, war, general mobilization, import, export, currency restriction or embargo, circumstance caused by reasons of law, regulations or acts (or failures to act) of any federal, state or local government authority, traffic, port or airport congestion, delay or accident during transportation, power failure, failure of telecommunications, acts of terror, widespread life-threatening disease, shortage of labor, materials, power, fuel or means of transportation or other similar events, whether affecting either party or any of its suppliers or subcontractors, or any other cause or circumstance beyond either party's reasonable control.

The party affected by a Force Majeure event shall notify the other party in writing as soon as commercially reasonable. Each party shall be entitled to terminate this Contract by notice in writing to the other party if performance of this Contract is suspended under this Section 9.1 for more than six (6) months.

9.2 Assignment

Neither party shall be permitted to assign or transfer, in whole or in part, this Contract, or any rights or obligations hereunder, except with the written authorization of the other party, and with regard to Vaisala, except as assigned or transferred to a Vaisala Group Company. Such authorization shall not be unreasonably withheld. Any attempted assignment in violation of this Section 9.2 shall be null and void.

9.3 Non-Waiver

Failure to enforce any right under this Contract will not be deemed a waiver of future enforcement of that or any other right.

9.4 Nature of Weather Forecasting and Assessment

In the event that Customer is purchasing weather forecasting and/or assessment data, the parties acknowledge that weather forecasting and assessment is an inexact science and that the forecasts and assessments provided under this Contract may contain errors. The use or application of any content or data contained in or provided by Products shall be the sole responsibility of the users of Products, who shall assume all liabilities and obligations with respect to any use or application of such Products.

9.5 Electrical Waste Disposal

Customer shall be responsible for collection and proper disposal of all waste electrical and electronic equipment (WEEE) and packaging material arising or deriving from Products.

9.6 Product Loan

Vaisala may, at its discretion, supply Products to Customer on loan for an agreed period of time for evaluation and other agreed purposes. All Product loans shall be subject to these Conditions. Such Products will remain at all times Vaisala's property, and Customer shall indemnify Vaisala against any loss or damage to the Products whilst in Customer care and custody in accordance with Section 6.2.

9.7 Termination

In the event that either party files for bankruptcy, makes arrangements with creditors due to financial difficulties, goes into voluntary or compulsory liquidation other than for the purpose of reconstruction, or has a receiver appointed, the other party may, without prejudice to any other rights or remedies, terminate this Contract with immediate effect by written notice.

In the event that either party materially breaches this Contract and fails to cure the breach within thirty (30) days after being notified, the non-breaching party may terminate this Contract.

In any event of termination, Vaisala shall be entitled to payment for Products already delivered and work in progress.

9.8 Governing Law and Dispute Resolution

This Contract shall be governed by the laws of the State of Colorado, without regard to its conflict of laws rules. It is expressly agreed that the application of United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

The parties shall first try to resolve any dispute relating to or arising from this Contract through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to, and settled by, binding arbitration by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply the laws of the State of Colorado. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator.



194 South Taylor Ave.
Louisville, CO 80027

Attachment 2

Data Services Statement of Work

1. Description of Data Services.

1.1. AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System (“AWOS”) data to the FAA’s Weather Message Switching Center Replacement (“WMSCR”) System. Vaisala shall provide the AWOS observations to WMSCR in accordance with FAA specifications, every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week. Vaisala will activate service within one hundred twenty (120) days of receipt of the Effective Date.

1.2. NLDN Data Service - National Lightning Detection Network is a Vaisala owned and operated lightning detection service within the United States which provides stroke lightning data measuring location, polarity, amplitude and multiplicity of cloud-to-ground lightning. Data service is provided (24) hours a day, (7) days per week, (365) days a year. Data coverage area is 100 nm around the designated airport.

1.3. CLDN Data Service – Canadian Lightning Detection Network is a lightning detection service within Canada which provides stroke lightning data measuring location, polarity, amplitude and multiplicity of cloud-to-ground lightning. Data service is provided (24) hours a day, (7) days per week, (365) days a year. Data coverage area is 100 nm around the designated airport.

1.4. GLD360 Data Service is a service which provides real-time lightning data for accurate and early detection and tracking of severe weather. The data provided by GLD360 is generated by Vaisala owned and operated worldwide network. Data service is provided (24) hours a day, (7) days per week, (365) days a year for the Service Size area shown on the Maintenance Agreement Summary.

1.5. Navigator II is a web-hosted service in which Vaisala hosts the software display for the RWIS RPU stations. Vaisala will poll the RPU data at a minimum every 20 minutes and display the information graphically on the airport specific site. The airport site will be available to users through any web browser. Vaisala will also provide all data communication services. Data will be archived by Vaisala.

1.6. AviCast is a unique web-based data service employing the WSDDM technology that pairs single site radar with ground based measurement. Vaisala provides radar, LWE measurement and a host of atmospheric measurements on a minute to minute basis. Each user will be provided a user-name and login to access the web display. This product also includes archived data, configurable display, radar motion vectors to track the storm movement, and motion loop of the radar movement.

1.7. AviCast-Lightning Warning System uses Vaisala’s own NLDN and GLD360 lightning networks to display each lightning strike over the North American region. Each strike is recorded and time tracked on the display. Vaisala provides default settings of warning rings set at 5, 15, and 30 nm around the airport and an all clear message 15 minutes after the event. Warning and messages are sent via email and SMS. Users can request other parameters settings in writing to Vaisala. National Mosaic radar is provided in this product, but it doesn’t have looping capabilities.

DRAFTAgenda Item Number : **4A**

Request For Council Action

Date Submitted 2016-07-11 10:37:21

Applicant The Crosby Trust

Quick Title Public Hearing, Zone Change, and Ord From RE-12.5 to C-2

Subject Consider a zone change from RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size) to C-2 (Highway Commercial) on approximately 0.69 acres. The property is Parcel 1 of the Charles W and Karen G Crosby Trust (APN SGM-11-11) and is generally located on Red Hills Parkway by 1900 East Street.

Discussion The applicant is requesting C-2 and the property is surrounded by commercial on both sides. The property fronts on Red Hills Parkway and meets the General Plan. Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation Surrounded by commercial zoning makes sense to include this parcel. PC recommended approval.

Action Taken

Requested by John Willis

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Zone Change

PLANNING COMMISSION AGENDA REPORT: 06/28/2016
CITY COUNCIL SET DATE: 07/07/2016
CITY COUNCIL MEETING: 07/21/2016

ZONE CHANGE

Crosby Trust

Case No. 2016-ZC-024

Request: Consider a zone change from RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size) to C-2 (Highway Commercial)

Applicant: 'The Crosby Trust'

Representative: Mrs. Lori Hutchings

Location: Generally located on Red Hills Parkway by 1900 East Street.

Acreage: 0.69 acres

APN: SGM-11-11 (Parcel 1 of the Charles W and Karen G Crosby Trust)

Existing Zoning: RE-12.5

General Plan: COM (Commercial)

Adjacent zones: North = RE-12.5
South = I-15 Freeway
West = C-2
East = C-2

Zoning Request: The applicant is requesting that 0.69 acres be changed to C-2 (Highway Commercial).

P.C.: The Planning Commission recommends approval to rezone 0.69 acres from RE-12.5 to C-2 as presented.

Property



Zoning Map



Application

**ZONE CHANGE
ALL ZONES (EXCEPT PD)
APPLICATION & CHECKLIST**



APPLICATION FOR A ZONE CHANGE EXCEPT PD (PLANNED DEVELOPMENT)
AS PROVIDED BY THE CITY OF ST. GEORGE ZONING ORDINANCE
CITY OF ST. GEORGE, UTAH

2016-ZC-024

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

LEGAL OWNER(S) OF SUBJECT PROPERTY: Crosby Trust

MAILING ADDRESS: 11625 South State Provo Utah 84606

PHONE: 801- [REDACTED] CELL: _____ FAX: _____

APPLICANT: Lori C. Hutchings

(If different than owner)
MAILING ADDRESS: [REDACTED] Provo Ut. 84606

PHONE: 801- [REDACTED] CELL: _____ FAX: _____

EMAIL ADDRESS(ES): [REDACTED]

CONTACT PERSON / REPRESENTATIVE: Lori C. Hutchings

(i.e. Developer, Civil Engineer)
MAILING ADDRESS: [REDACTED] Provo ut. 84606

PHONE: 801- [REDACTED] CELL: _____ FAX: _____

EMAIL ADDRESS(ES): [REDACTED].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 site plan suitable for presentations in public meetings. SGM-11-11 at E. Highland drive
St. George, Utah 84770

pasture 1900 E. Red Hills parkway. St. George

The Zone Change becomes effective on the hearing date if approved by the City Council.

*NOTE: NO FEE FOR ACREAGE REZONED TO OPEN SPACE.

OFFICE STAFF USE ONLY
CASE #: 2016-ZC-024 FILING DATE: 6/7/16 RECEIVED BY: [Signature] RECEIPT #: _____
*FEE: \$500 (Filing fee and 1" 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? residential
2. What zone or zones are requested by this application? commercial
3. Is the zone change in harmony with the present City General Plan? Yes 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: .49 acres
6. Are there deed restrictions against the property that might affect the requested zone change?
Yes _____ No
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
*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 _____ No _____
Please describe the projected demand for utility services: _____

III. SUBMISSION CHECKLIST FOR ZONE CHANGE

(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 _____
(Project name **must be** previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner _____ Phone No. _____
Contact Person/Representative _____ Phone No. _____
Licensed Surveyor Bush & Giddell, Inc Phone No. _____

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. Site Plan – minimum size 24" x 36" (Arch D). Colored site plans are preferred;
- 11. 8-1/2" x 11" reduction of the site plan;
- 12. CD with the above images in JPEG, BMP, TIFF or 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 - There is NO FEE for acreage rezoned to Open Space

IV. APPLICANT AGREEMENT

We the undersigned applicant(s) Crosby Trust
(is)(are) the owner(s) S6M-11-11 @ E Highland Dr. St. George, UT
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.

Lari C. Hutchings
Signature

Address

Pravo, Utah 84606

Signature

Address

Signature

Address

Attach additional sheets if necessary for additional owners.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM RE-12.5 (RESIDENTIAL ESTATE 12,500 SQ. FT. MINIMUM LOT SIZE) TO C-2 (HIGHWAY COMMERCIAL) ON APPROXIMATELY 0.69 ACRES, GENERALLY LOCATED ON RED HILLS PARKWAY BY 1900 EAST STREET
(CROSBY TRUST)**

WHEREAS, the property owner has requested a zone change on 0.69 acres from RE-12.5 to C-2; and

WHEREAS, the City Council held a public hearing on this request on July 21, 2016; and

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

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from RE-12.5 to C-2 on 0.69 acres located on Red Hills Parkway by 1900 East Street, and more specifically described on the attached property legal description, incorporated herein as Exhibit "A." The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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 on the date executed below, and in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 21st day of July, 2016.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

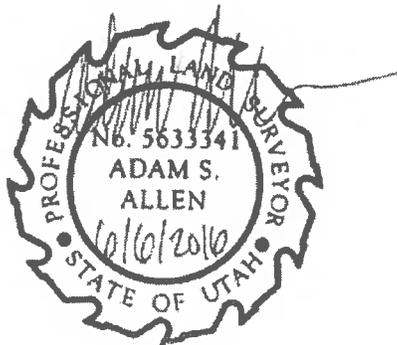
Exhibit "A"

Legal Description for Parcel # SGM-11-11

(Note: the bearings in this description have been rotated Clockwise 01°26'06" from the record to match the HCN Network along the North Line of Section 21, Township 42 South, Range 15 East between the North Quarter Corner and the Northwest Corner)

Beginning at the Northeast Corner of Lot 1, Block 11, Middleton Town Resurvey, as on file in the Office of the Washington County Recorder, said point also lies South 09°41'54" East 231.00 feet along the Center Line of 1900 East Street and South 80°18'06" West 25.00 feet from the found intersection monument in 800 North Street and 1900 East street (Basis of Bearings for this description is North 80°18'06" East, between the found Rebar in the Intersection of 800 North and 1800 East streets, and the found Nail in the intersection of 800 North and 1900 East Streets, representing the Centerline Monuments); and running thence South 80°18'06" West along the Northerly line of said Lot 1, 130.25 feet; thence South 09°41'54" East 294.27 feet to the Northerly right of way line of Red Hills Parkway / Interstate 15; thence North 64°51'06" East along said Northerly line 135.14 feet to the point of intersection of with the East line of block 8, said Middleton Town Resurvey; thence North 09°41'54" West along the Easterly boundary line of said Block 8 and Block 11, 258.27 feet to the point of beginning.

containing: 35,985 sq. ft. or 0.83 acres



DRAFTAgenda Item Number : **4B****Request For Council Action**

Date Submitted 2016-07-11 10:31:32**Applicant** Kenworth**Quick Title** Public Hearing, Zone Change, and Ord to Amend the PD-C

Subject Consider a zone change amendment to: 1) approve a fifth (5th) zone change amendment to the "Atkinville Interchange Zone Plan" to add/allow the "use" of truck sales and service on Astragalus Drive in the PD-C zone in Area 2.3; and to 2) approve the site plan layout & building design in the PD-C zone in Area 2.3 for development of the "Kenworth" site (Truck sales, services, rentals, & leasing facility) on a portion of 27.14 acres. The property is generally located in the vicinity of the former Utah Travel Center located east of the I-15 Freeway in the Milepost 2 Interchange and within the Atkinville Master Plan area.

Discussion The applicants are proposing to construct a truck services and sales facility. It is located in a PD, therefore they are requesting review and approval of the site plan and elevations. In addition, the applicant is requesting that truck sales be added to the approved use list. Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation This site was the old Vistors Center. It appears that with commercial development at the Atkinville interchange on the east side this amendment to the PD Commercial makes sense. The PC recommends approval.

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

Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: 06/28/2016
CITY COUNCIL SET DATE: 07/07/2016
CITY COUNCIL MEETING: 07/21/2016

ZONE CHANGE AMENDMENT

Kenworth / Atkinville IC / Area 2.3

Case No. 2016-ZCA-025

Request: Consider a zone change amendment to;

1. Approve a fifth (5th) zone change amendment to the 'Atkinville Interchange Zone Plan' to add/allow the 'use' of truck sales and service on Astragalus Drive in the PD-C zone in Area 2.3 (*because the PD-C uses are the same as those found in the C-2 zone in Section 10-10-2, however Section 10-10-5.H.6 does not list that particular street*)(*This is a PD zone and this can be specifically requested as an additional use*).
2. Approve the site plan layout & building design in the PD-C zone in Area 2.3 for development of the 'Kenworth' site (Truck sales, services, rentals, & leasing facility) on a portion of 27.14 acres.

Project: This project includes a zone change amendment (for project site plan review of building design, colors, materials, building design, and landscaping, and the change to the Atkinville Master Plan to allow the use of truck sales.

Amendment: This will be the 5th Amendment to the Atkinville Interchange Zone Plan

Legal Owner: UDOT (Utah Department of Transportation)

Applicant: Kenworth (Truck Sales)

Representative(s): Mr. Scott Nielson, NBW Architects

Location: This property is located in the vicinity of the former Utah Travel Center located east of the I-15 Freeway in the Milepost 2 Interchange and within the Atkinville Master Plan area.

Acreage: 27.14 acres

Property: The total property purchased from UDOT is approximately 27.14 acres, however the Kenworth project will only occupy the middle portion (see R.O.S. / Record of Survey). At an unknown future date the northern and southern portion could be developed by the applicant, or sold to another developer.

- Zoning:** Atkinville Master Plan Zoning Designation
Area 2.3 is Community Commercial
City Zoning Map
PD-C (Planned Development Commercial)
- General Plan:** Atkinville Master Plan LU Designation
VC2 (Visitor Commerce Commercial) and E (Employment)
City LU Map
VC2 and E
- Adjacent zones:** PD-R and PD-C
- Reference / VC2:** Reference Note: Directly south and adjacent to this property is an area designated as VC2 on the General Plan. Note that there are four (4) VC1 planning areas (*see Atkinville Master Plan Section 2.4 for permitted uses*) and one is designated VC2 which permits a potential truck stop / travel plaza use in addition to all of the uses allowed in VC1. Visitor orientated businesses such as convenience stores, restaurants, automobile services, lodging, and similar businesses would be permitted on the designated visitor/convenience commercial parcels.
- Truck Access:** Trucks can access this site from both the I-15 freeway and the Southern Parkway without making an uncontrolled turn movement.
- Building:** Building Coverage: 23,000 SF
Future Building: 12,800 SF
- Parking:** The parking ratio for vehicle sales is 1:7 (1 space per each 7 displayed vehicles)
The proposed parking area consists of 43,800 SF
Vehicle Display: 22,000 SF
Vehicle Circulation: 170,500 SF or 3.9 acres
- L/S & Un-Dev:** The Landscape/Undeveloped areas are approximately 197,500 SF or 4.5 acres (to be verified by the City during the staff review process)
- Building Design:** This is a metal building with CMU accents along the base. The building will have a flat roof. There are decorative blue canopies at the entrance and shown on the left elevation in the center of the building. The prominent colors are black, gray, and blue (see materials & color board). No earth tones have been presented. The CMU accents will be in a wainscot at the bottom with banding created by the two CMU selections (black & gray).
- Will the City Council support these colors as a visible statement to the entrance to the community?

Wall: A six foot high perimeter wall is proposed along the freeway side with the exception of an open display area for approximately two trucks to be displayed (see site plan). The wall is also shown along a portion of the south, and north of the project.

Landscaping: Landscaping is generally shown on the site plan, but a detailed landscape plan shall be included in the civil engineering plan set for review by staff (*to be submitted with the SPR / Site Plan Review application*).

Signage: Note that the applicant has not submitted a ‘Signage Plan’ because the applicant has stated that the City’s Sign Ordinance shall be adhered to.

P.C.: The Planning Commission discussed this request for approximately one (1) hour before a motion was made to recommend approval with conditions and comments:

The Planning Commission recommends approval of the zone change amendment to the Atkinville Master Plan to:

1. Allow the ‘use’ of truck sales in area 2.3; and
2. Approve the design of the building and the site layout;

With the following comments and recommended conditions:

- a. Use
This site may have the ‘use’ of truck sales and service.
- b. Site Plan
Approve as presented the conceptual site plan (layout)
- c. Building Design
Approve as presented the building design and elevations.
- d. Colors and Materials
Approve as presented the colors and materials (Option #1).
- e. Building Design
Approve the elevations and designs as presented.
- f. Signage
No signage plan is requested. The project shall comply with the City’s Sign Ordinance.

- g. Landscaping- Astragalus Drive
A minimum landscaped area of 15 feet in width along the frontage of Astragalus Drive including street trees shall be installed (subject to plan review by staff to meet the standards of Section 10-25)
- h. Landscaping – I-15 Freeway; a landscaped area shall be installed as indicated on the site plan; this area shall include live vegetation and trees (*species and size shall be selected from the City's Street tree standards*).
- i. Security Wall. The developer shall install a 6 ft. solid block wall as presented on the site plan.

Written Text

Kenworth St. George – Written Text by NBW Architects

A. Use Of Land: The projected use of land, including percentages of land devoted to various types of land use, such as building coverage, parking area, landscaped area, etc.

Building Coverage: 23,000 SF
Future Building: 12,800 SF
Parking: 43,800 SF
Vehicle Display: 22,000 SF
Vehicle Circulation: 170,500 SF or 3.9 acres
Landscape/Undeveloped: 197,500 SF or 4.5 acres (Verify w/City)

B. Height And Elevations: The text shall indicate the type, character and proposed height of all buildings. The plot plan, elevations and perspective drawings may be prepared as necessary by the applicant to help the planning commission and city council to better understand the proposal.

Please refer to submitted building elevations and material samples.

C. Density: The density in terms of dwelling units per gross acre of land shall be indicated.

N/A

D. Schools, Churches And Open Spaces: The location of any proposed school sites, churches, parks or other common or open spaces shall be identified.

N/A

E. Phasing Plan: A phasing plan, if the development is proposed to be developed in phases, shall be submitted.

Please refer to submitted site plan. The building shows a future addition to the Repair Bays, and a future addition to the Parts Warehouse.

F. Topography: Topography at contour intervals of two feet (2') shall be submitted unless waived by the planning staff.

Final grading plan to be submitted with final review documents.

G. Landscape Plan: A landscape plan showing the general location of lawn area and trees shall be submitted (this may be a part of the site or plot plan).

Refer to submitted Site & Landscape plan.

H. Area Reserved For Landscaping: The amount of land area reserved for landscaping shall be indicated.

Refer to submitted Site & Landscape plan.

I. Utilities: All utilities shall be underground unless otherwise approved by the city council and upon recommendation of the water and power director. Transformer equipment shall be screened from streets and from adjacent properties.

Both items are noted and will be included in the final documents.

J. Refuse Storage Areas: Refuse storage areas shall be screened so that materials stored within these areas shall not be visible from access streets, freeways and adjacent properties.

Items are noted and will be included in the final documents.

K. Lighting Plan: The plans submitted shall include a general lighting plan indicating location of lights to be installed on the site.

Refer to submitted Site & Landscape plan.

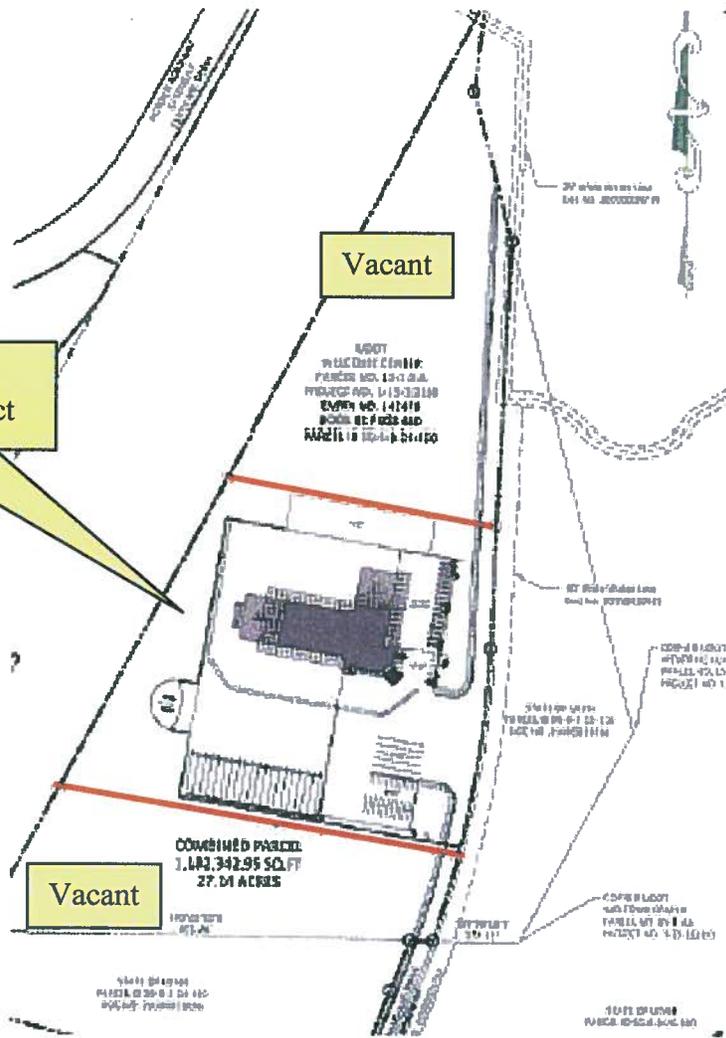
L. Turning Space: Safe and convenient turning space shall be provided for cars, sewer vehicles, refuse collection vehicles, firefighting equipment, etc., at the end of private drives and dead end streets. (1998 Document § 17-4; amd. 2003 Code)

Items are noted and will be included in the final documents.

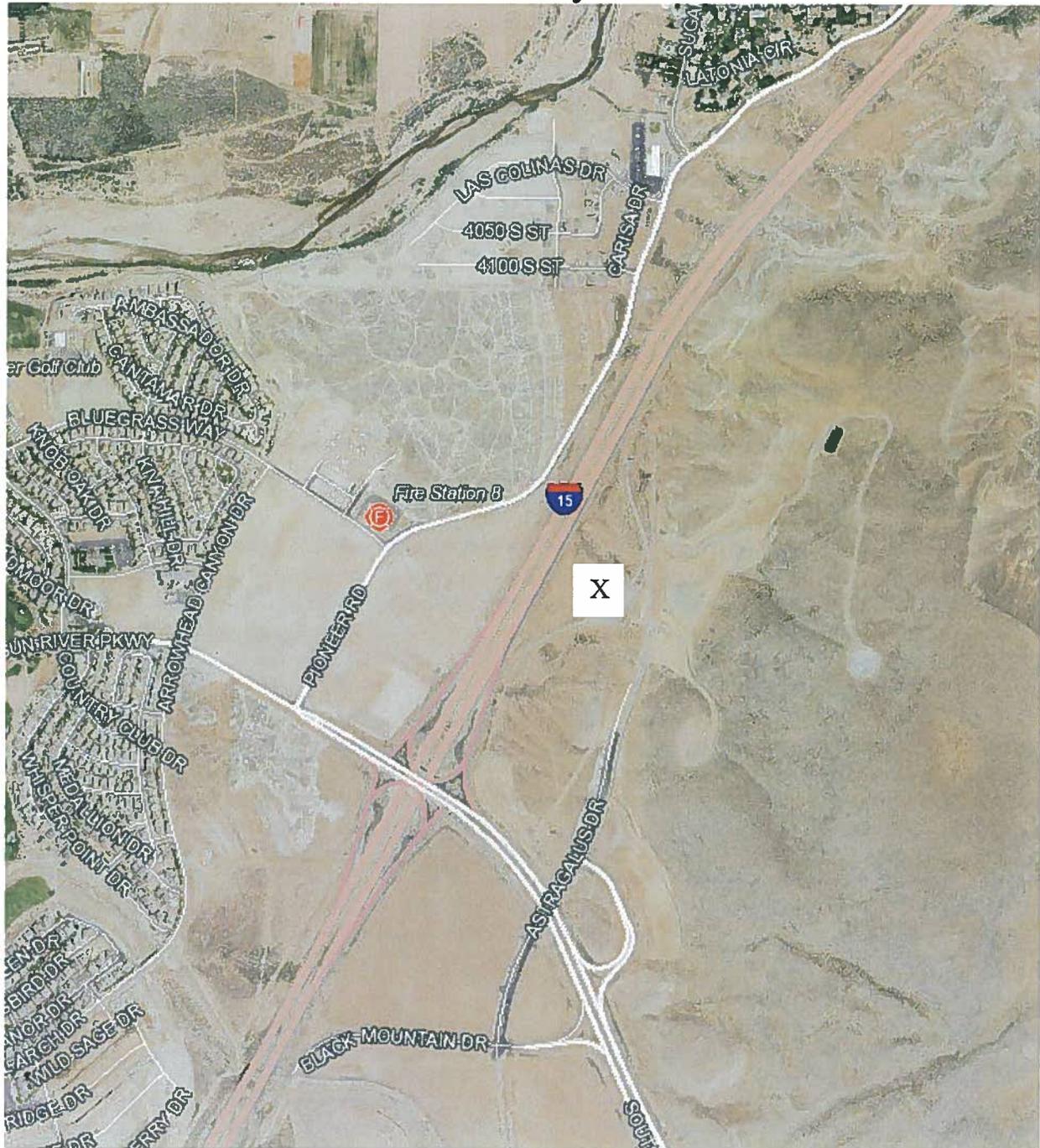
M. Signs: Overall sign program if proposed signage differs from what is allowed as outlined in the sign ordinance set forth in [title 9, chapter 13](#) of this code. (Ord. 1-3-2000, 1-20-2000)

Signage is planned to be within the allowable requirements.

The middle portion is the "Kenworth" project

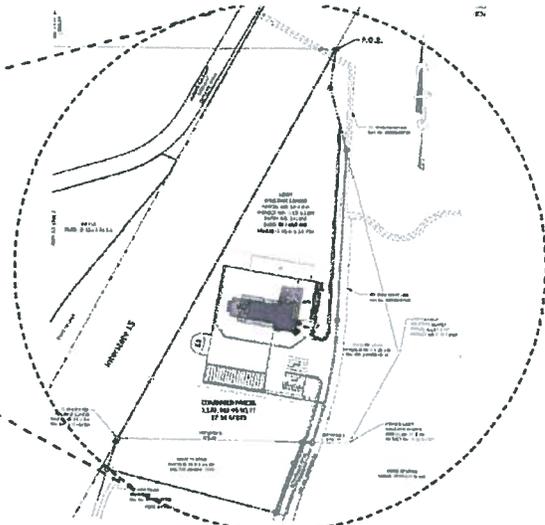


Vicinity

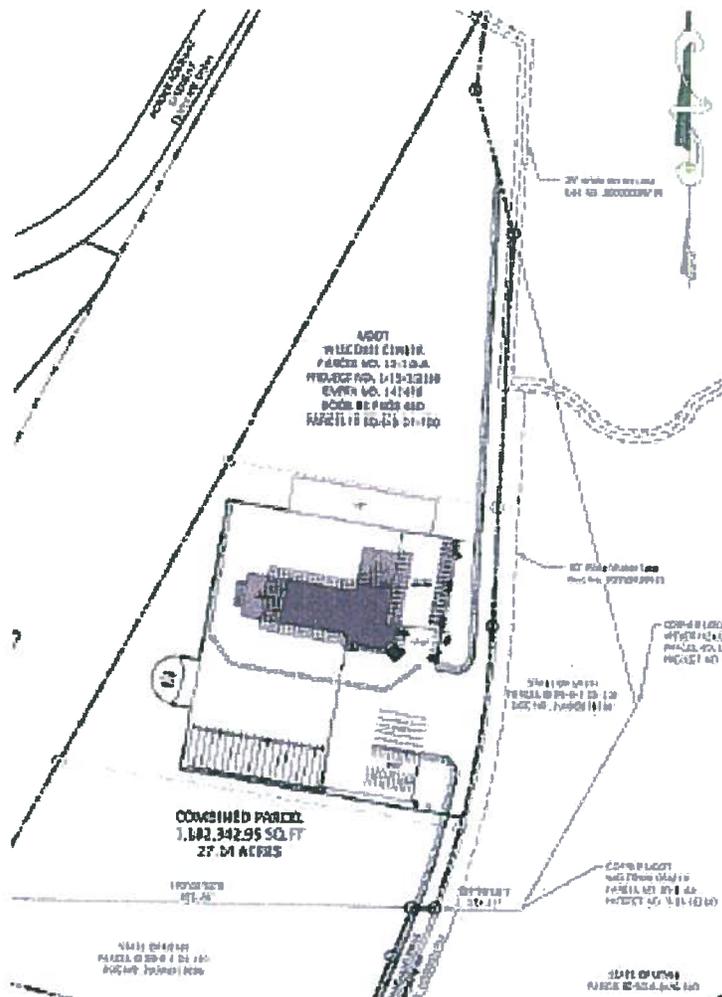




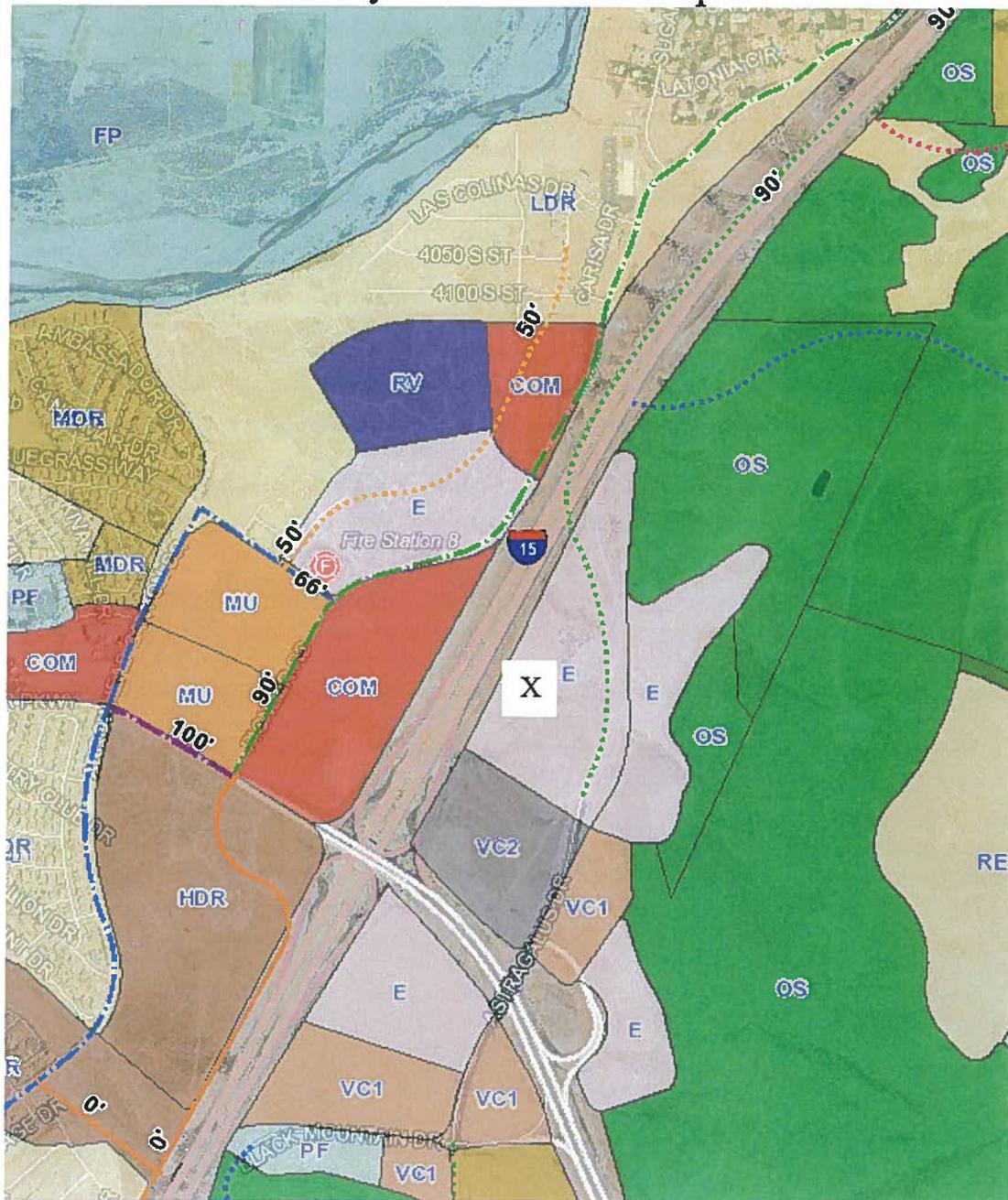
PROJECT LOCATION MAP N ↑



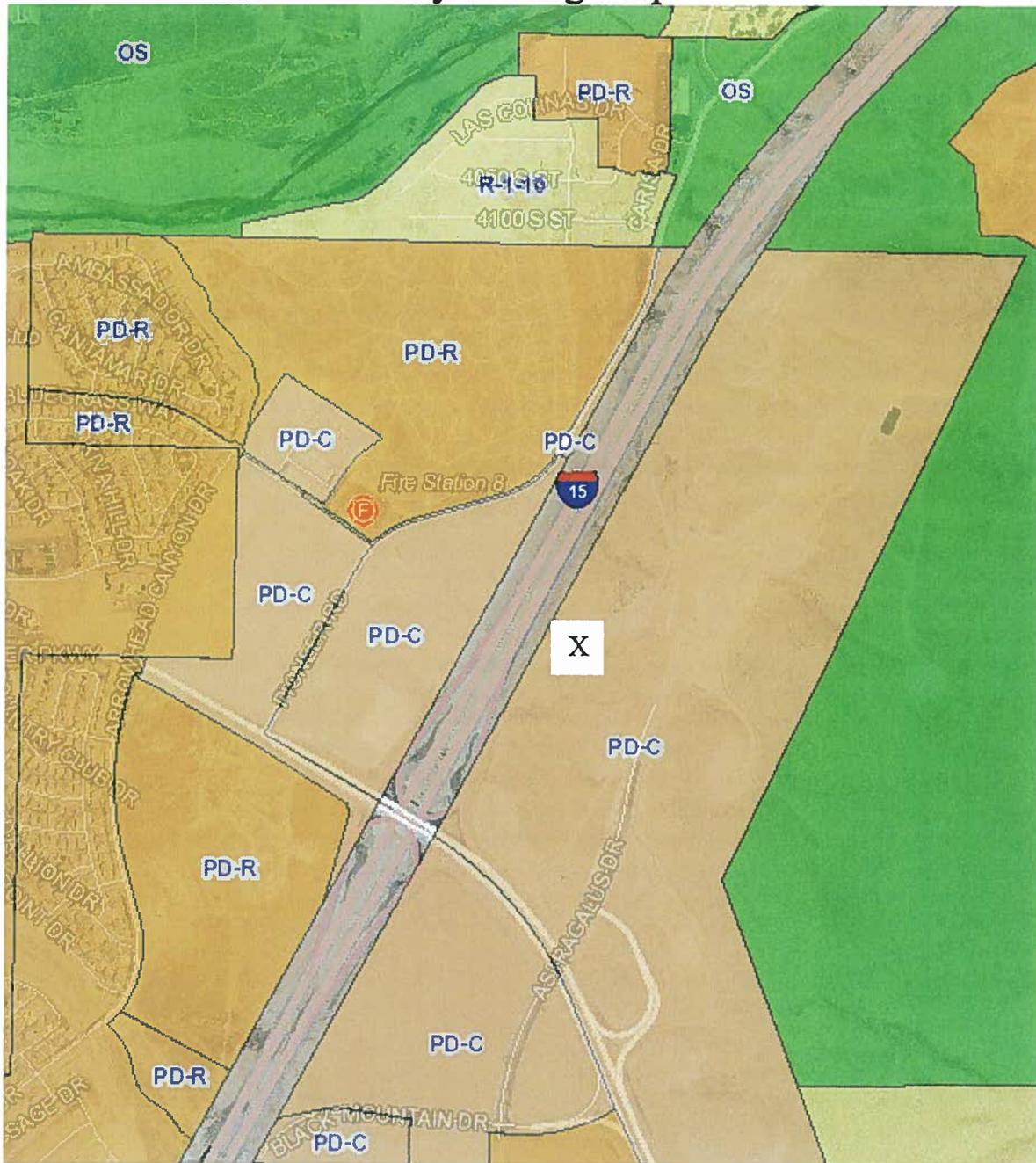
SITE PLAN N ↑



City General Plan Map



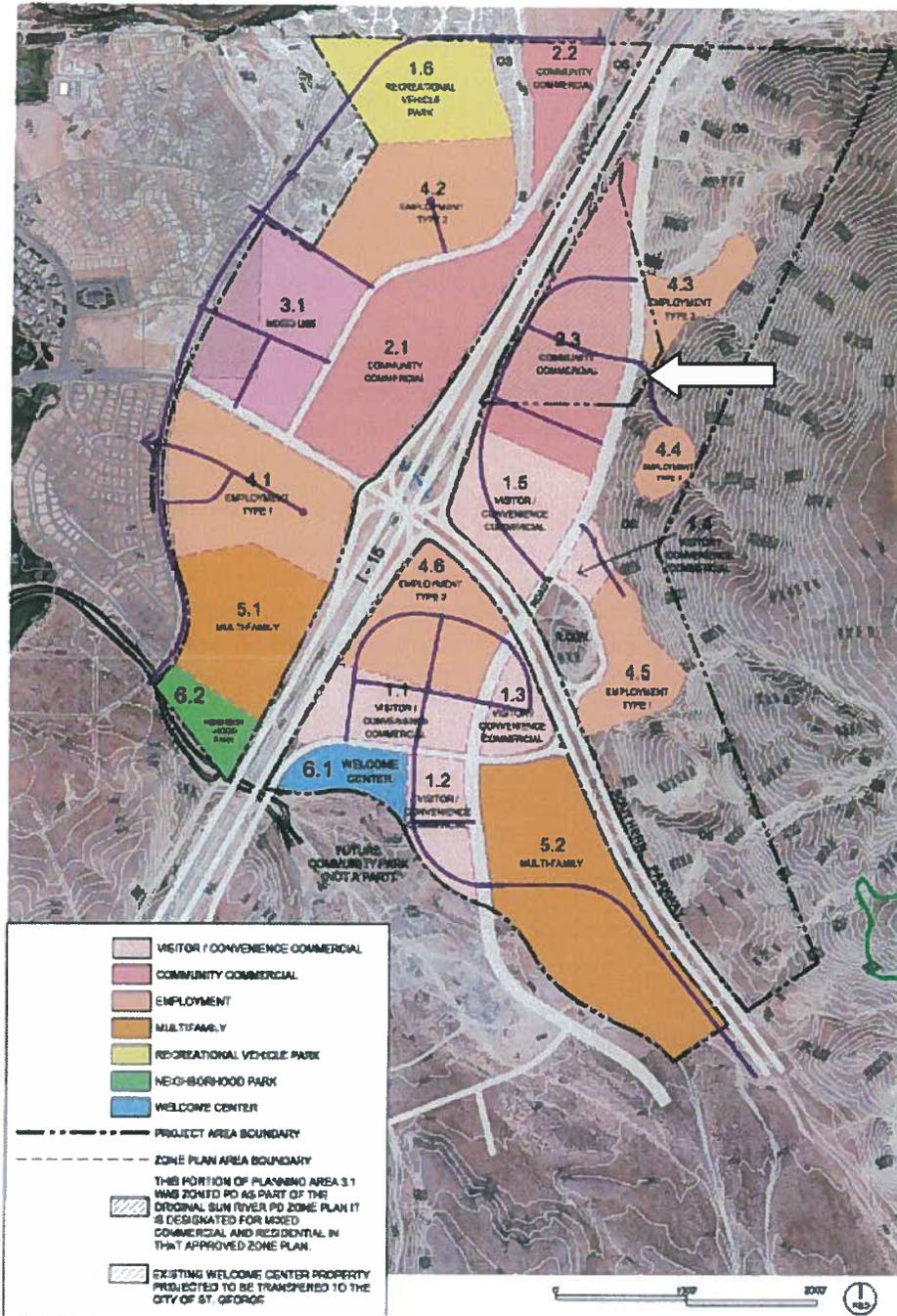
City Zoning Map



Atkinville Exhibit 2-1 “Land Use Plan”

Atkinville Interchange Area Zoning Plan
 City of St. George, Utah

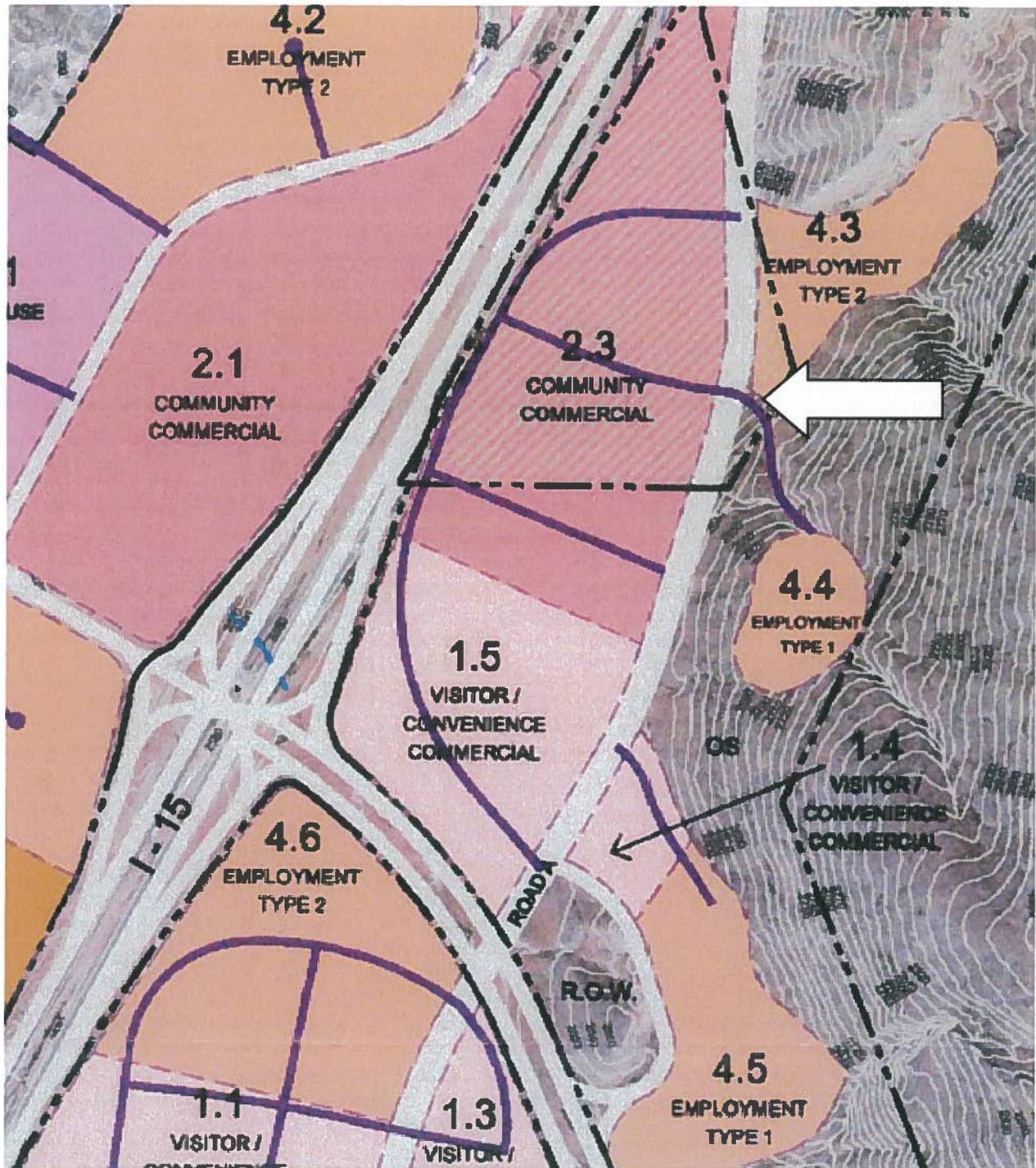
Exhibit 2-1 Land Use Plan



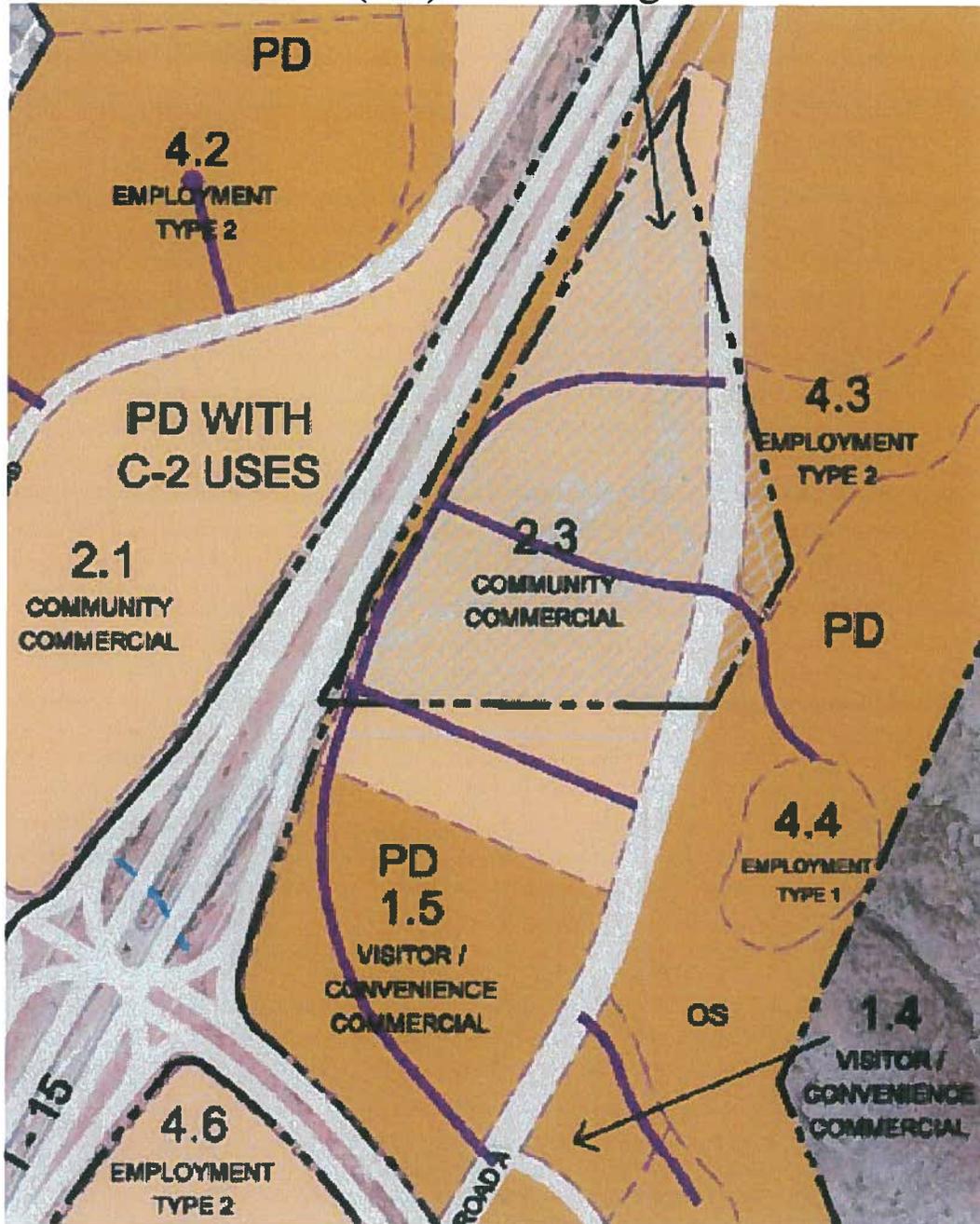
14

December 2009
 IDRAW / PSD CONSULTANTS

Detail (2-1) LU Plan



Detail (2-3) Zone Designation



Proposed Atkinville Interchange Amendment to Land Use

Note: This Master Plan amendment consists of adding truck sales and service to 'Area 2.3'

Note: The uses allowed in Area 2.3 are the same as those listed in the 'C-2' zone (found in Section 10-10-2) (per Exhibit 2-3 Zoning Designations... 'PD Zone w/C-2 uses')

Note: Per Section 10-10-2 the requirements in 10-10-5H apply for automobile and similar vehicle sales and servicing.

Note: 10-10-5.H "Sales Lots for Automobiles and Similar Vehicles."

Note: Per 10-10-5.H.6 'Streets designated for sales. . .' does not include "Astragalus Drive

Note: However, this is a 'PD Zone' and it can be specifically requested that the use be allowed in Area 2.3.

(from Page 16 of Master Plan)

2.3 Atkinville Interchange Zone Plan

The Atkinville Interchange Plan Area is proposed to be zoned Planned Development (PD). The zone boundaries are illustrated in **Exhibit 2-3 – Zoning Designation Map**.

A summary of the Planning Areas, their size, land use, and zoning is included in **Exhibit 2-4 – Land Use Summary Table**.

On the west side of I-15 all parcels adjacent to the existing Sun River Planned Development Zone are proposed to be zoned PD with permitted uses as listed in **Exhibit 2-5**. These include Planning Areas 1.6, 3.1, 4.1, 4.2, 5.1, and 6.2. Planning Areas 2.1 and 2.2 are proposed to be zoned PD with uses as permitted in the City of St. George C-2 Zone. Planning Area 2.1 is located north of Sun River Parkway between Pioneer Road and I-15. Planning Area 2.2 is located along Pioneer Road on the north edge of the Zone Plan area.

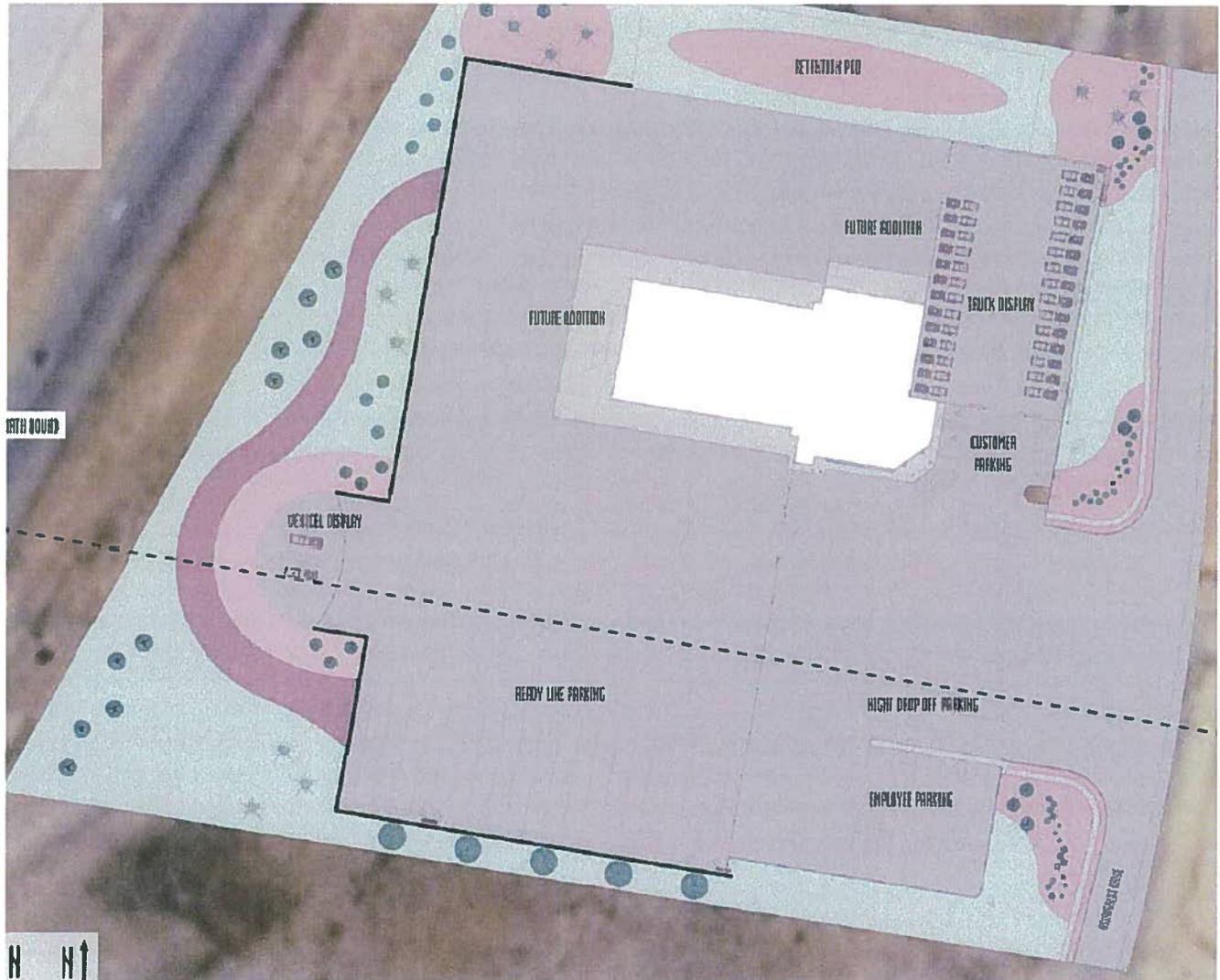
On the east side of I-15 the parcels proposed to be zoned PD with permitted uses as listed in **Exhibit 2-5** are Planning Areas 1.4, 1.5, 4.3, 4.4, 4.5, 5.2, and 6.1. Planning Areas 1.1, 1.2, 1.3, 2.3, and 4.6 are proposed to be zoned PD with uses as permitted in the C-2 Zone.



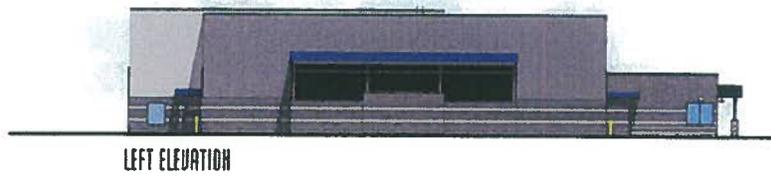
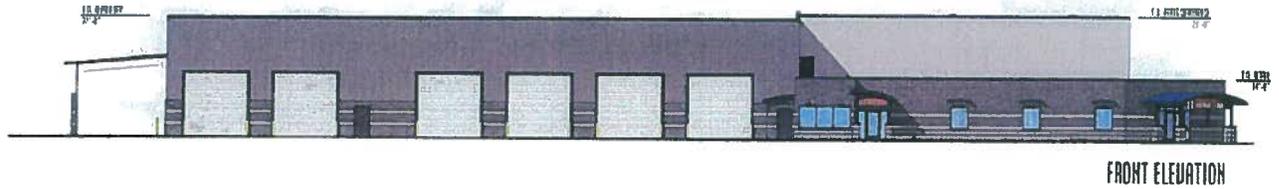
Site Plan



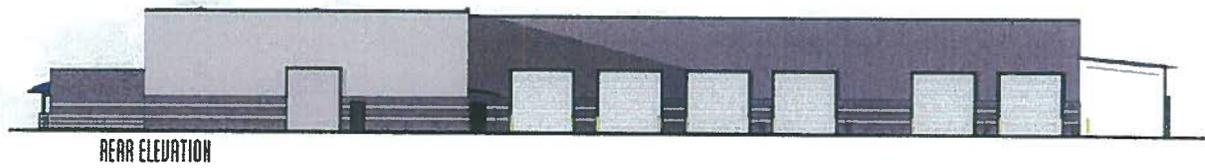
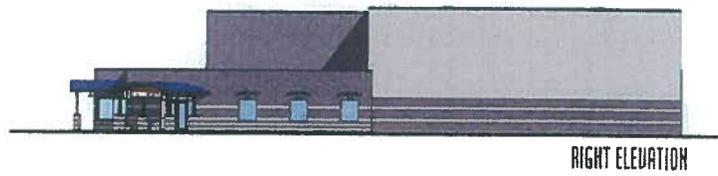
Detail – Site Plan

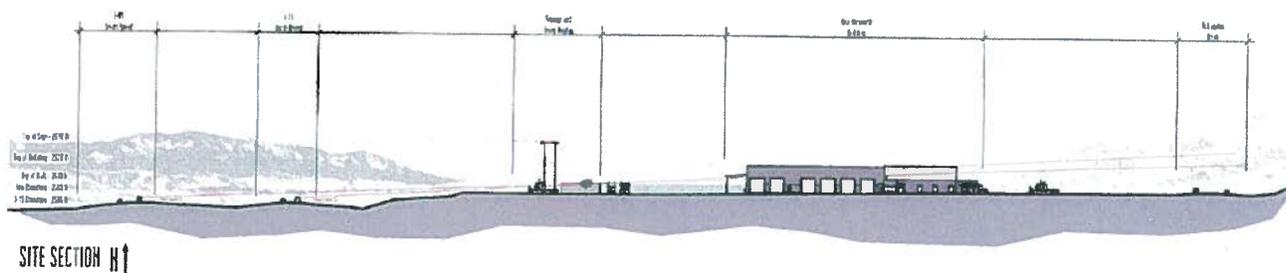
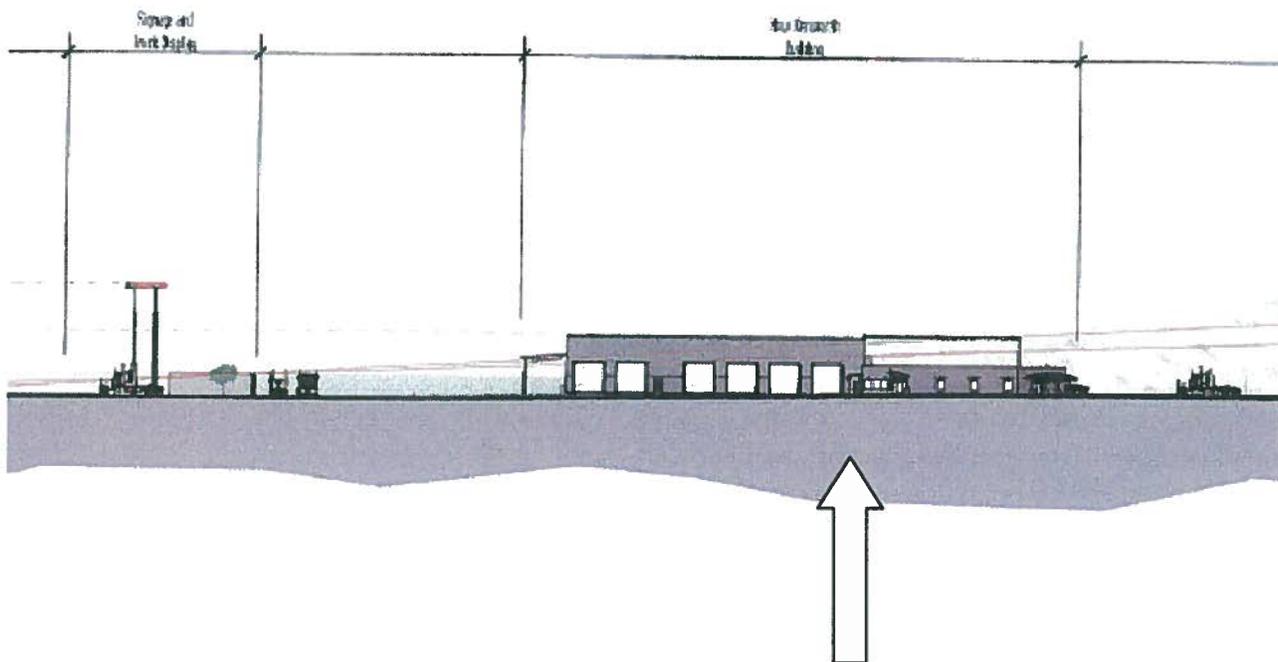


Elevations



-  METAL ROOFING
-  METAL INSULATED PANEL
-  METAL INSULATED PANEL
-  SPLIT FACE CMU & HORED CMU ACCENTS





Application

**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: Utah Department of Transportation (UDOT)

MAILING ADDRESS: 4501 South 2700 West Salt Lake City Utah, 84114

PHONE: 801-966-4282 CELL: _____ FAX: _____

APPLICANT: Scott Nielson NBW Architects
(If different than owner)

MAILING ADDRESS: P.O. Box 2212 Idaho Falls, Idaho 83403

PHONE: 2 _____ CELL: 2 _____ FAX: 2 _____

EMAIL ADDRESS(ES): sln@nbwarchitects.com

CONTACT PERSON / REPRESENTATIVE: Scott Nielson
(i.e. Developer, Civil Engineer, Architect; if different than owner)

MAILING ADDRESS: P.O. Box 2212 Idaho Falls, Idaho 83403

PHONE: 2 _____ CELL: 20 _____ FAX: 2 _____

EMAIL ADDRESS(ES): sln@nbwarchitects.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. Astragalus drive north of Southern Parkway Exchange on
Interstate 15. See remainder of submission documents for
other requested information

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 #: 20__-ZC-___ FILING DATE: _____ RECEIVED BY: _____ RECEIPT #: _____
*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

II. ADDITIONAL INFORMATION

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

1. What is the present zoning on the property? PD-C
2. What zone or zones are requested by this application? Amend zone to an area 2.3
3. Is the zone change in harmony with the present City General Plan? Yes _____ No X
4. If no, what does the City General Plan propose for the subject property? PD-C Area 1.5
(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/comumdev/forms.php>)
5. Total acreage of proposed zone change: 27.14 Acres
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 X No _____ *A major study was done in the recent past
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 _____ No _____
Please describe the projected demand for utility services: _____
Ample water and power are available at the site. There is a proposal to extend sewer to the site as shown on accompanying submission documents. It is the plan of the developer to retain storm water on site since no municipal storm water system is existing.

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 Kenworth Sales Co. Inc.
(Project name must be previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner Kenworth Sales Co. Salt Lake City, Ut Phone No. 801-466-1111
Contact Person/Representative Kyle Treadway - Owner Phone No. 801-466-1111
Licensed Surveyor Alliance Engineering St. George, Ut Phone No. 801-466-1111

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 & Landscapc 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.);
- NA 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) Lyle D. McMillan (Director of Right of Way)
 (is)(are) the owner(s) Utah Department of Transportation (UDOT)
 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.

Lyle D. McMillan
 Signature/Owner

4501 South 2700 West Salt Lake City, Utah 84114
 Address

David A. Quinn
 Signature/Applicant

990 JOHN ADAMS PKWY IRVING COLLS ID
 Address

Lyle D. McMillan
 Signature DEVELOPER

 Address

 Signature

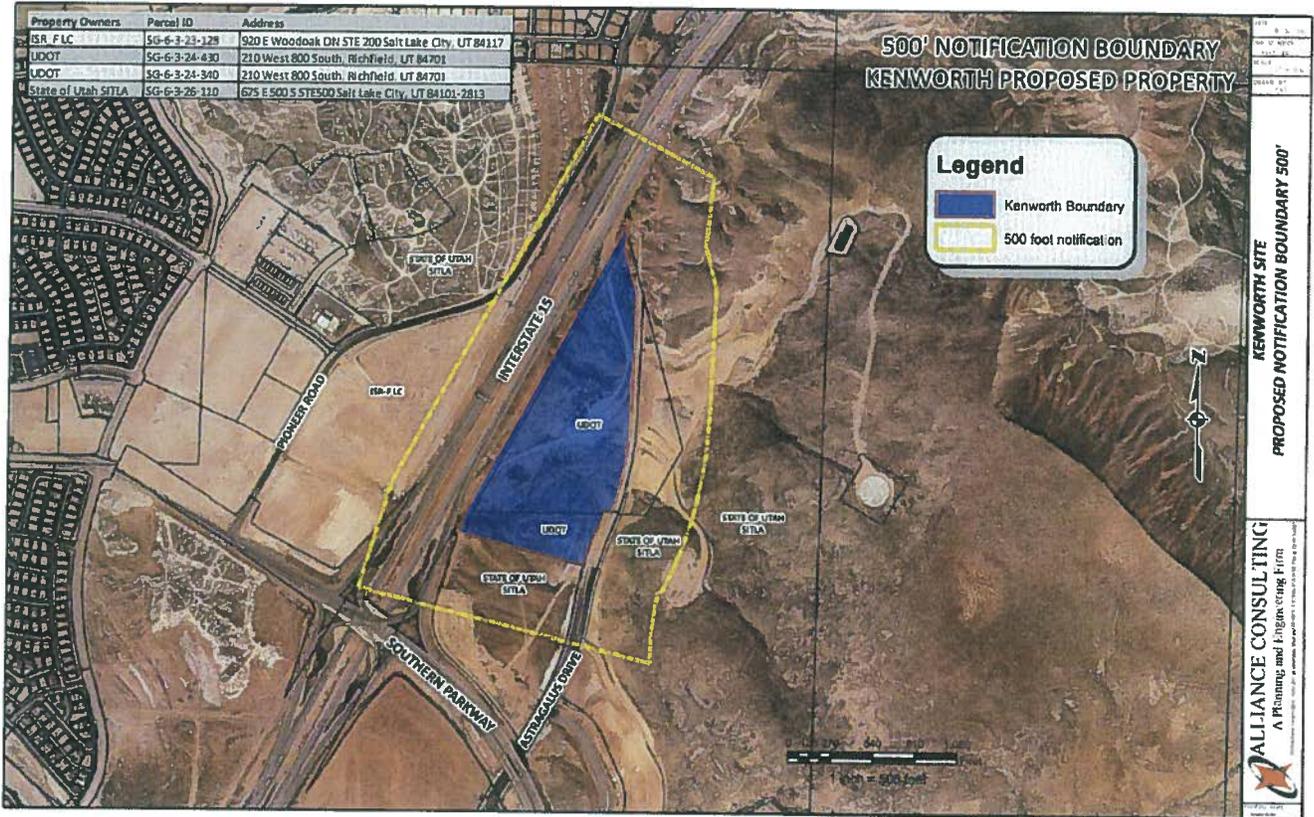
 Address

 Signature

 Address

Attach additional sheets if necessary for additional owners.

Noticing - Radius Map (500 ft. notification)



Parcels



ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE EXISTING PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE, IN AREA 2.3 OF THE ATKINVILLE INTERCHANGE ZONE PLAN, AND THE 5TH AMENDMENT TO THE ATKINVILLE MASTER PLAN, ON APPROXIMATELY 27.14 ACRES GENERALLY LOCATED IN THE VICINITY OF THE FORMER UTAH TRAVEL CENTER LOCATED EAST OF THE I-15 FREEWAY IN THE MILEPOST 2 INTERCHANGE
(KENWORTH SITE)**

WHEREAS, the property owner has requested a zone change amendment on approximately 27.14 acres in area 2.3 of the Atkinville Interchange Zone Plan, and to approve a site layout and building design, and to approve the additional 'use' of truck sales and servicing in the Atkinville Master Plan; and

WHEREAS, the City Council held a public hearing on this request on July 21, 2016; and

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

WHEREAS, the City Council has determined that the requested change amendment to the Zoning Map, and other requests of the property owner, are justified at this time and 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 approximately 27.14 acres in Area 2.3 of the Atkinville Master Plan, to approve a site layout and building design, and to approve the 'use' of truck sales and servicing located in the vicinity of the former Utah Travel Center located east of the I-15 Freeway in the Milepost 2 Interchange, and more specifically described on the attached property legal description, incorporated herein as Exhibit "A." The project must comply with all conditions, requirements, and restrictions as approved by City Council

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 on the date executed below, and in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 21st day of July, 2016.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

Kenworth Sales Company Incorporated

Beginning at a point which is South 01° 15' 37" West 1018.94 feet along the West Section line and North 90° 00' 00" East 1365.31 feet from the Northwest corner of Section 24, Township 43 South, Range 16 West, of the Salt Lake Base and Meridian, said point also being on the Easterly Right-of-Way of Interstate 15, said point also being on the boundary of the existing welcome centers UDOT parcel recorded on October 28, 1970 as Entry No. 142478 in Book 98, Page 460, in the office of the Washington County Recorder, in said County, State of Utah; running thence along the existing welcome center Parcel for the following two (2) courses: South 06°45'25" West 185.68 feet; thence South 15°03'11" East 307.76 feet to the Westerly Boundary of State of Utah Parcel No. 15-1:3:2Q, recorded on March 26, 2009 as Document No. 20090011038 in the office of the Washington County Recorder, in said County, State of Utah; thence along said boundary for the following two (2) courses: South 02°27'28" West 805.89 feet to a point of curvature of a 2015.00 foot radius curve concave to the right, thence Southwesterly 594.10 feet along the arc of said curve through a central angle of 16°53'35" to the point of non-tangency, the chord of which bears South 10°54'16" West for a distance of 591.95 feet to Astragalus Drive Right-of-Way Recorded on July 10th 2009 as Document No. 20090026781 in the office of the Washington County Recorder, in said County, State of Utah; thence along said Right-of-Way for the following three (3) courses: North 89°20'58" West 47.67 feet, to the point of curvature of a 1970.00 foot radius curve concave to the right, thence Southwesterly 108.75 feet along the arc of said curve through a central angle of 03°09'47", the chord of which bears South 21°23'25" West for a distance of 108.74 feet to the point of reverse curvature of a 2045.00 foot radius curve concave to the left, thence Southeasterly 251.01 feet along the arc of said curve through a central angle of 7°01'58", the chord of which bears South 19°27'20" West for a distance of 250.86 feet to the South boundary of the State of Utah Exchange Patent No. 20076, Recorded on March 26, 2009 as Document No 20090011036 in the office of the Washington County Recorder, in said County, State of Utah; thence along said Exchange Patent property for the following three (3) courses: North 75°55'25" West 824.87 feet; thence North 16°47'42" East 137.74 feet, thence North 28°34'00" East 17.34 feet to the Easterly Right-of-Way of Interstate 15, thence along the Easterly Right-of-Way of Interstate 15 North 28°34'00" East 2115.00 feet to the point of beginning.

Containing: 1182342.95 sq.ft. 27.14 Acres



DRAFTAgenda Item Number : **4C****Request For Council Action**

Date Submitted 2016-07-08 09:51:10

Applicant Shawn Guzman

Quick Title Public Hearing/Ordinance - Public Street Vacation

Subject Consider vacating a portion of 250 North Street located between Main Street and 100 East Street. This is the south side of 250 North Street.

Discussion On May 19, 2016 City Council approved to vacate a portion of this roadway in front of parcel SG-1620 (south side of 250 North). This request is to vacate the rest of the roadway from Main Street to 100 East Street. The requested vacation area starts at the back of sidewalk and is 20 wide.

Cost \$0.00

City Manager Recommendation If approved this action would vacate the westerly portion of this parcel and allow a new home to be built on the vacant parcel. The existing road width is sufficient. Recommend approval.

Action Taken

Requested by Todd Jacobsen

File Attachments [250 North Street.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments Shawn Guzman has requested that we vacate the rest of this block.

Attachments [250 North Street.pdf](#)

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

ORDINANCE NO. _____

Tax ID: SG-PL

**VACATING A PORTION OF 250 NORTH STREET
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH**

WHEREAS, a petition was received by this Council requesting it to vacate a portion of an existing Public Street belonging in the City of St. George located at 250 North Street, between Main Street and 100 East Street, more particularly described in Exhibit "A", and

WHEREAS, good traffic circulation already exists in this area, and the Public Street is not necessary; and

WHEREAS, it appears that it will not be detrimental to the general public interest and that there is good cause for vacating the existing portion of 250 North Street as described in Exhibit "A" as a Public Street, and having it held by the City of St. George as property, but not as a Public Street;

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

A portion of 250 North Street, a Public Street, described in Exhibit "A" attached hereto, is hereby vacated to the City of St. George. This ordinance is 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 _____, 2016.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

PARCEL DESCRIPTIONS OF 250 NORTH STREET VACATION

PARCEL NO. 1

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 2, PLAT 'D' OF THE ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 1°35'02" EAST 20.00 FEET; THENCE SOUTH 88°24'58" EAST 264.00 FEET ALONG THE NEW SOUTH RIGHT OF WAY LINE OF 250 NORTH STREET; THENCE SOUTH 1°35'02" WEST 20.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 88°24'58" WEST 264.00 FEET ALONG THE NORTH LINE OF SAID BLOCK 2, PLAT 'D' TO THE POINT OF BEGINNING

CONTAINING 5,280 SQUARE FEET

REV	DATE	BY	APP'D	REVISION DESCRIPTION

L. R. POPE ENGINEERING INC.

L. R. POPE
Professional Engineer
No. 12345
State of Georgia

250 NORTH STREET VACATION MAP

LOCATED IN SW 1/4 OF SECTION 19, T. 42. S. R. 15. W. S. 81. M.

DRAWN BY: LRP
DATE: JUNE 2018

SHEET
1 of 1

SURVEYOR'S CERTIFICATE

I, LLOYD RED POPE, HEREBY CERTIFY THAT UNDER THE LAWS OF THE STATE OF GEORGIA I AM A LICENSED SURVEYOR AND THAT I HAVE PERSONALLY CONDUCTED THE SURVEY AND THAT UNDER THE COMBINATION OF THE BEST AVAILABLE RECORDS AND MY OWN FIELD NOTES AND MEASUREMENTS I HAVE ACCURATELY DETERMINED THE CORNER POSITIONS AND UNDER MY DIRECTION THE BELOW DESCRIBED VACATION MAP WAS PREPARED AND THAT THE PLAT REPRESENTS A TRUE AND ACCURATE SURVEY OF THE PROPERTY AS SHOWN.



LRP
LLOYD RED POPE, PROFESSIONAL ENGINEER
& REGISTERED LAND SURVEYOR NO. 12345

PARCEL DESCRIPTIONS OF 250 NORTH STREET VACATION

PARCEL NO. 1
NORTHWEST CORNER OF LOT 2, BLOCK 2, PLAT 10 OF THE ST. GEORGE SOUTH 84°34'30" EAST 34.48 FEET ALONG THE NEW NORTH RIGHT OF WAY BOUNDARY OF LOT 2, BLOCK 2, PLAT 10 OF THE ST. GEORGE SOUTH 84°34'30" EAST 34.48 FEET WEST IN ADJACENT TO THE NORTHWEST CORNER OF SAID LOT 2, PLAT 10 OF THE POINT OF BEGINNING CONTAINING 4,289 SQUARE FEET

NARRATIVE

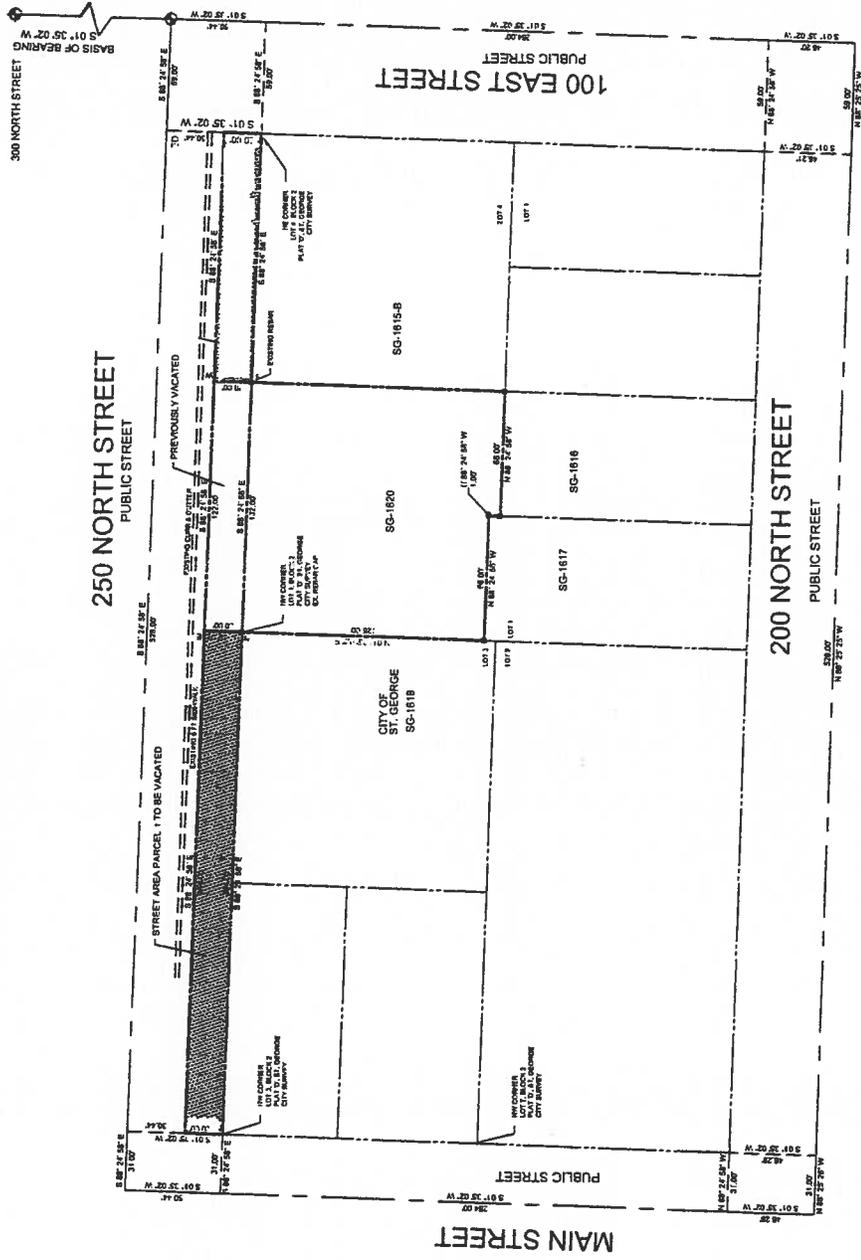
THE PURPOSE OF THIS SURVEY IS TO SHOW AREA 250 NORTH STREET WHICH IS BEING VACATED BY THE CITY OF ST. GEORGE.

CLIENT

CITY OF ST. GEORGE

LEGEND

- NEW AND OLD ADJACENT
- PROPERTY BOUNDARY TO BE VACATED
- ▬ EXISTING RIGHT OF WAY WITH CAP
- ▲ SET BACK



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

Date Submitted 2016-07-13 18:17:55**Applicant** SW Special Service District & City of St. George**Quick Title** Resolution approving an Amendment to a Fire Services Agreement**Subject** Amendment to the "Interlocal Agreement between the City of St. George and the Southwest Special Service District regarding Fire Services for The Ledges, Trails and JEL Ranch Subdivisions."**Discussion** The insurance rating agency, ISO, has made it beneficial to add language to the Agreement specifying that SW Special Service District is the initial response agency for fire protection 24/7/365. The Amendment will assist the City in maintaining a favorable insurance rating.**Cost** \$0.00**City Manager Recommendation** Technical change that will help with insurance classifications in the Ledges area. Recommend approval.**Action Taken****Requested by** Shawn Guzman**File Attachments** [130813 Amended Ledges Fire Protection Interlocal Agreement Final 07-06-16.doc](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [130813 Amended Ledges Fire Protection Interlocal Agreement Final 07-06-16.doc](#)

AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ST. GEORGE AND THE SOUTHWEST SPECIAL
SERVICE DISTRICT REGARDING FIRE SERVICES FOR THE LEDGES, TRAILS
AND JEL RANCH SUBDIVISIONS

This Amendment to the Interlocal Cooperative Agreement is entered into by and between the City of St. George, a Utah municipal corporation (“St. George” or “the City”), and the Southwest Special Service District, a body corporate and politic of the State of Utah (“the District”), and is hereafter referred to as the “Amendment.”

RECITALS

A. On or about October 3, 2013, the City and the District entered into an Interlocal Agreement between the City of St. George and the Southwest Special Service District Regarding Fire Services for the Ledges, Trails and JEL Ranch Subdivisions (the “Agreement”).

B. The City and the District desire to amend the Agreement, all terms of the Agreement remaining in full force and effect, with the additional language specifically set forth in the new paragraph one (1), below;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and considerations, The City and the District hereby additionally agree as follows:

AMENDMENT TERMS

A. The foregoing Recitals are incorporated herein, and paragraph one (1) of the Agreement is amended, with new language underlined, as follows:

1. Services to be provided by the Southwest Special Service District. The District shall be the initial response agency, twenty-four (24) hours a day, seven (7) days a week, for every day of the term of the Agreement and this Amendment, and shall respond in conjunction with the City of St. George Fire Department to fire related incidents in the Ledges, the Trails, and JEL Ranch as set forth in Exhibit A. The District shall not be required to acquire or provide equipment or services beyond the equipment or services required to service the District.

B. Counterparts. This Amendment may be executed in counterparts.

C. Effective Date. The effective date of this Amendment shall be the date that the parties have signed it, adopted a resolution of approval of this Amendment, and filed this Amendment with the keeper of the records.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this ____ day of _____, 2016.

CITY OF ST. GEORGE

APPROVED AS TO FORM:

Jonathan T. Pike, Mayor

Shawn M. Guzman,
St. George City Attorney

ATTEST:

Christina Fernandez, City Recorder

Date: _____

SOUTHWEST SPECIAL SERVICE DISTRICT

APPROVED AS TO FORM:

Larry Meyers, Chairman

Attorney for the District

ATTEST:

Cheryl Christensen, Clerk

Date _____

DRAFT

Agenda Item Number : **5B**

Request For Council Action

Date Submitted 2016-07-15 12:33:45

Applicant City of St. George

Quick Title Consider approval of a resolution amending certain water fees

Subject Consider approval of a resolution amending water rates for over 5,000 to 10,000 gallons

Discussion

Cost \$0.00

City Manager Recommendation

Action Taken

Requested by Scott Taylor

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

RESOLUTION NO. _____

**A RESOLUTION AMENDING WATER RATE SCHEDULES ADOPTED BY WAY OF
RESOLUTION FOR THE FISCAL YEAR 2016-2017**

WHEREAS, the City of St. George (“City”) passed a resolution on June 16, 2016, adopting fees for various services and recreational activities, including water rate schedules (“Resolution”); and

WHEREAS, the City has determined that some of the water rate schedules adopted in the Resolution are incorrect;

NOW, THEREFORE, BE IT RESOLVED that the City hereby amends the water rate schedules in the Resolution, adopting the water rates schedules per the attached chart marked as **Exhibit “A”**, which shall supersede the water rate schedules in the Resolution and shall be retroactively effective from July 1, 2016.

APPROVED AND ADOPTED this ___ day of July, 2016

Jonathan T. Pike

ATTEST:

Christina Fernandez, City Recorder

EXHIBIT "A"

CITY OF ST. GEORGE, UT
WATER RATE SCHEDULES BY RATE CODE
AS OF JULY 1, 2016

RATE CODE	DESCRIPTION	Regular Rates from October 1 thru March 30 each year					Conservation Rates from April 1 thru Sept 30 each year																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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001	3/4" Inside City	24.72	1.08	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96	2.07	2.18	2.29	2.40	2.51	2.62	2.73	2.84	2.95	3.06	3.17	3.28	3.39	3.50	3.61	3.72	3.83	3.94	4.05	4.16	4.27	4.38	4.49	4.60	4.71	4.82	4.93	5.04	5.15	5.26	5.37	5.48	5.59	5.70	5.81	5.92	6.03	6.14	6.25	6.36	6.47	6.58	6.69	6.80	6.91	7.02	7.13	7.24	7.35	7.46	7.57	7.68	7.79	7.90	8.01	8.12	8.23	8.34	8.45	8.56	8.67	8.78	8.89	9.00	9.11	9.22	9.33	9.44	9.55	9.66	9.77	9.88	9.99	10.10	10.21	10.32	10.43	10.54	10.65	10.76	10.87	10.98	11.09	11.20	11.31	11.42	11.53	11.64	11.75	11.86	11.97	12.08	12.19	12.30	12.41	12.52	12.63	12.74	12.85	12.96	13.07	13.18	13.29	13.40	13.51	13.62	13.73	13.84	13.95	14.06	14.17	14.28	14.39	14.50	14.61	14.72	14.83	14.94	15.05	15.16	15.27	15.38	15.49	15.60	15.71	15.82	15.93	16.04	16.15	16.26	16.37	16.48	16.59	16.70	16.81	16.92	17.03	17.14	17.25	17.36	17.47	17.58	17.69	17.80	17.91	18.02	18.13	18.24	18.35	18.46	18.57	18.68	18.79	18.90	19.01	19.12	19.23	19.34	19.45	19.56	19.67	19.78	19.89	20.00	20.11	20.22	20.33	20.44	20.55	20.66	20.77	20.88	20.99	21.10	21.21	21.32	21.43	21.54	21.65	21.76	21.87	21.98	22.09	22.20	22.31	22.42	22.53	22.64	22.75	22.86	22.97	23.08	23.19	23.30	23.41	23.52	23.63	23.74	23.85	23.96	24.07	24.18	24.29	24.40	24.51	24.62	24.73	24.84	24.95	25.06	25.17	25.28	25.39	25.50	25.61	25.72	25.83	25.94	26.05	26.16	26.27	26.38	26.49	26.60	26.71	26.82	26.93	27.04	27.15	27.26	27.37	27.48	27.59	27.70	27.81	27.92	28.03	28.14	28.25	28.36	28.47	28.58	28.69	28.80	28.91	29.02	29.13	29.24	29.35	29.46	29.57	29.68	29.79	29.90	30.01	30.12	30.23	30.34	30.45	30.56	30.67	30.78	30.89	31.00	31.11	31.22	31.33	31.44	31.55	31.66	31.77	31.88	31.99	32.10	32.21	32.32	32.43	32.54	32.65	32.76	32.87	32.98	33.09	33.20	33.31	33.42	33.53	33.64	33.75	33.86	33.97	34.08	34.19	34.30	34.41	34.52	34.63	34.74	34.85	34.96	35.07	35.18	35.29	35.40	35.51	35.62	35.73	35.84	35.95	36.06	36.17	36.28	36.39	36.50	36.61	36.72	36.83	36.94	37.05	37.16	37.27	37.38	37.49	37.60	37.71	37.82	37.93	38.04	38.15	38.26	38.37	38.48	38.59	38.70	38.81	38.92	39.03	39.14	39.25	39.36	39.47	39.58	39.69	39.80	39.91	40.02	40.13	40.24	40.35	40.46	40.57	40.68	40.79	40.90	41.01	41.12	41.23	41.34	41.45	41.56	41.67	41.78	41.89	42.00	42.11	42.22	42.33	42.44	42.55	42.66	42.77	42.88	42.99	43.10	43.21	43.32	43.43	43.54	43.65	43.76	43.87	43.98	44.09	44.20	44.31	44.42	44.53	44.64	44.75	44.86	44.97	45.08	45.19	45.30	45.41	45.52	45.63	45.74	45.85	45.96	46.07	46.18	46.29	46.40	46.51	46.62	46.73	46.84	46.95	47.06	47.17	47.28	47.39	47.50	47.61	47.72	47.83	47.94	48.05	48.16	48.27	48.38	48.49	48.60	48.71	48.82	48.93	49.04	49.15	49.26	49.37	49.48	49.59	49.70	49.81	49.92	50.03	50.14	50.25	50.36	50.47	50.58	50.69	50.80	50.91	51.02	51.13	51.24	51.35	51.46	51.57	51.68	51.79	51.90	52.01	52.12	52.23	52.34	52.45	52.56	52.67	52.78	52.89	53.00	53.11	53.22	53.33	53.44	53.55	53.66	53.77	53.88	53.99	54.10	54.21	54.32	54.43	54.54	54.65	54.76	54.87	54.98	55.09	55.20	55.31	55.42	55.53	55.64	55.75	55.86	55.97	56.08	56.19	56.30	56.41	56.52	56.63	56.74	56.85	56.96	57.07	57.18	57.29	57.40	57.51	57.62	57.73	57.84	57.95	58.06	58.17	58.28	58.39	58.50	58.61	58.72	58.83	58.94	59.05	59.16	59.27	59.38	59.49	59.60	59.71	59.82	59.93	60.04	60.15	60.26	60.37	60.48	60.59	60.70	60.81	60.92	61.03	61.14	61.25	61.36	61.47	61.58	61.69	61.80	61.91	62.02	62.13	62.24	62.35	62.46	62.57	62.68	62.79	62.90	63.01	63.12	63.23	63.34	63.45	63.56	63.67	63.78	63.89	64.00	64.11	64.22	64.33	64.44	64.55	64.66	64.77	64.88	64.99	65.10	65.21	65.32	65.43	65.54	65.65	65.76	65.87	65.98	66.09	66.20	66.31	66.42	66.53	66.64	66.75	66.86	66.97	67.08	67.19	67.30	67.41	67.52	67.63	67.74	67.85	67.96	68.07	68.18	68.29	68.40	68.51	68.62	68.73	68.84	68.95	69.06	69.17	69.28	69.39	69.50	69.61	69.72	69.83	69.94	70.05	70.16	70.27	70.38	70.49	70.60	70.71	70.82	70.93	71.04	71.15	71.26	71.37	71.48	71.59	71.70	71.81	71.92	72.03	72.14	72.25	72.36	72.47	72.58	72.69	72.80	72.91	73.02	73.13	73.24	73.35	73.46	73.57	73.68	73.79	73.90	74.01	74.12	74.23	74.34	74.45	74.56	74.67	74.78	74.89	75.00	75.11	75.22	75.33	75.44	75.55	75.66	75.77	75.88	75.99	76.10	76.21	76.32	76.43	76.54	76.65	76.76	76.87	76.98	77.09	77.20	77.31	77.42	77.53	77.64	77.75	77.86	77.97	78.08	78.19	78.30	78.41	78.52	78.63	78.74	78.85	78.96	79.07	79.18	79.29	79.40	79.51	79.62	79.73	79.84	79.95	80.06	80.17	80.28	80.39	80.50	80.61	80.72	80.83	80.94	81.05	81.16	81.27	81.38	81.49	81.60	81.71	81.82	81.93	82.04	82.15	82.26	82.37	82.48	82.59	82.70	82.81	82.92	83.03	83.14	83.25	83.36	83.47	83.58	83.69	83.80	83.91	84.02	84.13	84.24	84.35	84.46	84.57	84.68	84.79	84.90	85.01	85.12	85.23	85.34	85.45	85.56	85.67	85.78	85.89	86.00	86.11	86.22	86.33	86.44	86.55	86.66	86.77	86.88	86.99	87.10	87.21	87.32	87.43	87.54	87.65	87.76	87.87	87.98	88.09	88.20	88.31	88.42	88.53	88.64	88.75	88.86	88.97	89.08	89.19	89.30	89.41	89.52	89.63	89.74	89.85	89.96	90.07	90.18	90.29	90.40	90.51	90.62	90.73	90.84	90.95	91.06	91.17	91.28	91.39	91.50	91.61	91.72	91.83	91.94	92.05	92.16	92.27	92.38	92.49	92.60	92.71	92.82	92.93	93.04	93.15	93.26	93.37	93.48	93.59	93.70	93.81	93.92	94.03	94.14	94.25	94.36	94.47	94.58	94.69	94.80	94.91	95.02	95.13	95.24	95.35	95.46	95.57	95.68	95.79	95.90	96.01	96.12	96.23	96.34	96.45	96.56	96.67	96.78	96.89	97.00	97.11	97.22	97.33	97.44	97.55	97.66	97.77	97.88	97.99	98.10	98.21	98.32	98.43	98.54	98.65	98.76	98.87	98.98	99.09	99.20	99.31	99.42	99.53	99.64	99.75	99.86	99.97	100.08	100.19	100.30	100.41	100.52	100.63	100.74	100.85	100.96	101.07	101.18	101.29	101.40	101.51	101.62	101.73	101.84	101.95	102.06	102.17	102.28	102.39	102.50	102.61	102.72	102.83	102.94	103.05	103.16	103.27	103.38	103.49	103.60	103.71	103.82	103.93	104.04	104.15	104.26	104.37	104.48	104.59	104.70	104.81	104.92	105.03	105.14	105.25	105.36	105.47	105.58	105.69	105.80	105.91	106.02	106.13	106.24	106.35	106.46	106.57	106.68	106.79	106.90	107.01	107.12	107.23	107.34	107.45	107.56	107.67	107.78	107.89	108.00	108.11	108.22	108.33	108.44	108.55	108.66	108.77	108.88	108.99	109.10	109.21	109.32	109.43	109.54	109.65	109.76	109.87	109.98	110.09	110.20	110.31	110.42	110.53	110.64	110.75	110.86	110.97	111.08	111.19	111.30	111.41	111.52	111.63	111.74	111.85	111.96	112.07	112.18	112.29	112.40	112.51	112.62	112.73	112.84	112.95	113.06	113.17	113.28	113.39	113.50	113.61	113.72	113.83	113.94	114.05	114.16	114.27	114.38	114.49	114.60	114.71	114.82	114.93	115.04	115.15	115.26	115.37	115.48	115.59	115.70	115.81	115.92	116.03	116.14	116.25	116.36	116.47	116.58	116.69	116.80	116.91	117.02	117.13	117.24	117.35	117.46	117.57	117.68	117.79	117.90	118.01	118.12	118.23	118.34	118.45	118.56	118.67	118.78	118.89	119.00	119.11	119.22	119.

DRAFTAgenda Item Number : **5C**

Request For Council Action

Date Submitted 2016-06-24 14:24:14**Applicant** City of Saint George NRDA**Quick Title** Resolution Approving Interlocal Agreement for Millcreek CDA**Subject** Consider approval of an Interlocal Agreement between the City and the City's Neighborhood Redevelopment Agency for the Millcreek CDA. Terms are 100% of the tax increment for 15 years.**Discussion****Cost** \$0.00**City Manager Recommendation** Approval of a resolution and interlocal agreement is necessary and the last step in officially creating the Millcreek CDA as has been discussed previously. Hopefully by the meeting we will have received our last interlocal agreement from the County. Recommend approval.**Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND THE CITY OF ST. GEORGE

WHEREAS, after careful analysis and consideration of relevant information, THE CITY OF ST. GEORGE (the “City”) and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “Agency”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the City consents to the Agency receiving certain property tax increments from the Millcreek Community Development Project Area (the “Project Area”) attributable to the City’s tax levy and that such tax increment be used to fund the Project Area and the Millcreek Community Development Project Area Plan (the “Plan”); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the City and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104, 105, and 106, Utah Code Annotated 1953, as amended; and
3. The City will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency. The Agency is allowed to collect the City’s portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and
4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the City for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the Taxing Entity; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the City Council this ____ day of _____ 2016.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

INTERLOCAL AGREEMENT BETWEEN THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND CITY OF ST. GEORGE FOR THE DISTRIBUTION OF CERTAIN PROPERTY TAXES (MILLCREEK PROJECT AREA)

THIS INTERLOCAL AGREEMENT is entered into as of the ___ day of _____ 2016, by and between the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “Agency”) and the CITY OF ST. GEORGE (the “City”), the foregoing are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the “Development Act”) and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, the Agency established the Millcreek Project Area (the “Project Area”) through adoption of the Millcreek Community Development Plan (the “Plan”); and

WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities, such as the Project Area and related Plan, with tax increment; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the City ’s tax levy, and the City is willing to consent that certain property tax increment from the Project Area attributable to the City ’s tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Sections 17C-4-201 of the Development Act authorizes a taxing entity to “consent to the agency receiving the taxing entity’s... tax increment... for the purpose of providing funds to carry out a proposed or adopted community development project area plan;” and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, for the purpose of providing funds to carry out the adopted Plan, the City, as a tax entity, desires to consent that the Agency receive certain tax increment from the Project Area attributable to the City ’s tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended (the “Cooperation Act”).

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by City of St. George. The Parties agree that for purposes of calculation of the City's share of tax increment from the Project Area to be paid by City to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal within the Project Area. Based upon review of the Washington County records, the Parties agree that the 2016 base taxable value of the Project Area is \$35,444,400. The increase in the property tax revenues attributable to the City's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to City's tax levy on the base taxable value, or in other words the tax increment attributable to the City's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by City to the Agency for the period of time as provided and set forth in Section 2 below.

2. City's Consent. The City, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

a. The City agrees that the Agency, for fifteen tax years, beginning with the year the Agency begins to draw the tax increment, shall receive 100% of the Tax Increment attributable to the City's tax levy on both real and personal property within the Project Area for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that the Agency may not be paid any portion of the City's taxes resulting from an increase in the City's tax rate that occurs after the City approves this Agreement, unless the City specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax increment attributable to the City's tax levy for tax years beyond the fifteen-year collection period collected by Washington County shall be paid to the City.

b. In addition to payment of the tax increment from the Project Area, the City agrees to allow the Agency to use Tax Increment generated within the Project Area for construction of public infrastructure outside of the Project Area, which has a benefit to the Project Area. The Agency shall be required to notify the City of these expenditures and provide information on how they have benefited the Project Area. In no event shall these expenditures exceed the adopted Budget.

c. The City agrees that the Project Area includes 132.08 acres of property, and approves the Project Area Plan adopted by the Agency and City for the Project Area.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to

be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation 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 and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the final payment of Tax Increment by the City to the Agency pursuant to the terms and provisions of this Agreement. This Agreement shall be irrevocable and shall continue unmodified through the term of the Agreement and in no event shall the Agency be able to receive the Tax Increment for a period longer than fifteen tax years as set forth in this Agreement unless the City specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement.
- f. This Agreement does not create a separate entity.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with 17C-4-202. For purposes of the notice required under 17C-4-202, the Agency shall cause a notice to be published that sets forth a summary of this Agreement and includes a statement that the resolution or interlocal agreement is available for general inspection and the hours of inspection.

7. Modification. A modification of, or amendment to, any provision contained in this

Agreement shall be effective only if the modification or amendment is in writing and signed by the Agency and Party or Parties agreeing to such modification or amendment. Any oral representation or modification concerning this Agreement shall be of no force or effect.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. Further Assurances. The Parties agree to execute such additional documents and take further actions as may become necessary or desirable to fully carry out each of the provisions and the intent of this agreement including (a) the development and redevelopment of the Project Area and (b) adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable governmental requirements without diminishing the rights and authority granted to Agency under this agreement.

10. Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provisions or the remaining provisions of this Agreement or said documents.

11. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements between the parties with respect to the subject matter hereof.

ENTERED into as of the day and year first above written.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF
THE CITY OF ST. GEORGE

By: _____
Jonathan T. Pike, Chairman

ATTEST

By: _____
Christina Fernandez, Agency Secretary

Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Neighborhood Redevelopment Agency of the City of St. George, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Shawn M. Guzman, Attorney for
Neighborhood Redevelopment Agency

CITY OF ST. GEORGE COMMISSION

By: _____
Chairman

ATTEST

By: _____

Attorney Review for City of St. George:

The undersigned, as attorney for City of St. George, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for City of St. George

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

Date Submitted 2016-06-24 14:18:42**Applicant** City of Saint George NRDA**Quick Title** Resolution Approving Interlocal Agreement for CBD CDA**Subject** Consider approval of an Interlocal Agreement between the City and the City's Neighborhood Redevelopment Agency for the Central Business District CDA. Terms are 100% of the tax increment for 15 years.**Discussion****Cost** \$0.00**City Manager Recommendation** This resolution is for the downtown CDA as has been discussed and similar to 5B is the last step in the creation of this CDA. Recommend approval.**Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF ST. GEORGE APPROVING AN
INTERLOCAL AGREEMENT BETWEEN THE BOARD OF THE
NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY
OF ST. GEORGE AND THE CITY OF ST. GEORGE

WHEREAS, after careful analysis and consideration of relevant information, THE CITY OF ST. GEORGE (the “**City**”) and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “**Agency**”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the City consents to the Agency receiving certain property tax increments from the Central Business District Community Development Project Area (the “**Project Area**”) attributable to the Taxing Entity’s tax levy and that such tax increment be used to fund the Project Area and the Central Business District Community Development Project Area Plan (the “**Plan**”); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the City and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104,105, and 106, Utah Code Annotated 1953, as amended; and
3. The City will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency. The Agency is allowed to collect the City’s portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and

4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the City for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the Taxing Entity; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the City Council this ____ day of _____ 2016.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

INTERLOCAL AGREEMENT BETWEEN THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND THE CITY OF ST. GEORGE FOR THE DISTRIBUTION OF CERTAIN PROPERTY TAXES (CENTRAL BUSINESS DISTRICT PROJECT AREA)

THIS INTERLOCAL AGREEMENT is entered into as of the ___ day of _____ 2016, by and between the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “Agency”) and the CITY OF ST. GEORGE (the “City”), the foregoing are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the “Development Act”) and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, the Agency established the Central Business District Project Area (the “Project Area”) through adoption of the Central Business District Community Development Plan (the “Plan”); and

WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities, such as the Project Area and related Plan, with tax increment; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the City’s tax levy, and the City is willing to consent that certain property tax increment from the Project Area attributable to the City’s tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Sections 17C-4-201 of the Development Act authorizes a taxing entity to “consent to the agency receiving the taxing entity’s... tax increment... for the purpose of providing funds to carry out a proposed or adopted community development project area plan;” and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, for the purpose of providing funds to carry out the adopted Plan, the City, as a tax entity, desires to consent that the Agency receive certain tax increment from the Project Area attributable to the City’s tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended (the “Cooperation Act”).

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by City.

The Parties agree that for purposes of calculation of the City's share of tax increment from the Project Area to be paid by City to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal within the Project Area. Based upon review of the Washington County records, the Parties agree that the 2016 base taxable value of the Project Area is \$27,678,310.00. The increase in the property tax revenues attributable to the City's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to City's tax levy on the base taxable value, or in other words the tax increment attributable to the City's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by City to the Agency for the period of time as provided and set forth in Section 2 below.

2. City's Consent. The City, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

a. The City agrees that the Agency, for fifteen tax years, beginning with the year the Agency begins to draw the Tax Increment, shall receive 100% of the Tax Increment attributable to the City's tax levy on both real and personal property within the Project Area for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that the Agency may not be paid any portion of the City's taxes resulting from an increase in the City's tax rate that occurs after the City approves this Agreement, unless the City specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax Increment attributable to the City's tax levy for tax years beyond the fifteen-year collection period collected by City shall be paid to the City.

b. In addition to payment of the Tax Increment from the Project Area, the City agrees to allow the Agency to use Tax Increment generated within the Project Area for construction of public infrastructure outside of the Project Area, which has a benefit to the Project Area. The Agency shall be required to notify the City of these expenditures and provide information on how they have benefited the Project Area. In no event shall these expenditures exceed the adopted Budget.

c. The City agrees that the Project Area includes 44.39 acres of property, and approves the Project Area Plan adopted by the Agency and City for the Project Area.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to

be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation 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 and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the final payment of Tax Increment by the City to the Agency pursuant to the terms and provisions of this Agreement. This Agreement shall be irrevocable and shall continue unmodified through the term of the Agreement and in no event shall the Agency be able to receive the Tax Increment for a period longer than fifteen tax years as set forth in this Agreement unless the City specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement.
- f. This Agreement does not create a separate entity.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with 17C-4-202. For purposes of the notice required under 17C-4-202, the Agency shall cause a notice to be published that sets forth a summary of this Agreement and includes a statement that the resolution or interlocal agreement is available for general inspection and the hours of inspection.

7. Modification. A modification of, or amendment to, any provision contained in this

Agreement shall be effective only if the modification or amendment is in writing and signed by the Agency and Party or Parties agreeing to such modification or amendment. Any oral representation or modification concerning this Agreement shall be of no force or effect.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. Further Assurances. The Parties agree to execute such additional documents and take further actions as may become necessary or desirable to fully carry out each of the provisions and the intent of this agreement including (a) the development and redevelopment of the Project Area and (b) adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable governmental requirements without diminishing the rights and authority granted to Agency under this agreement.

10. Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provisions or the remaining provisions of this Agreement or said documents.

11. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements between the parties with respect to the subject matter hereof.

ENTERED into as of the day and year first above written.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF
THE CITY OF ST. GEORGE

By: _____
Jonathan T. Pike, Chairman

ATTEST

By: _____
Christina Fernandez, Agency Secretary

Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Neighborhood Redevelopment Agency of the City of St. George, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Shawn M. Guzman, Attorney for
Neighborhood Redevelopment Agency

CITY OF ST. GEORGE

By: _____
Jonathan T. Pike, Mayor

ATTEST

By: _____
Christina Fernandez, City Recorder

Attorney Review for the City of St. George:

The undersigned, as attorney for the City of St. George, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Shawn M. Guzman,
Attorney for the City of St. George



194 South Taylor Ave.
Louisville, CO 80027

**AVIATION SUPPORT AND MAINTENANCE SERVICES
Order and Pricing Schedule**

Vaisala: Vaisala Inc. 194 South Taylor Ave. Louisville, CO 80027 Email: anthony.body@vaisala.com	Customer: City of St George 175 East 200 North St. George, Ut 84700 Email:
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This Order and Pricing Schedule is incorporated by reference into the **Agreement for Aviation Support and Maintenance Services** between the parties, and the **Statement of Work**, and made a part thereof.

The Effective Date of this Agreement is August 2, _____, 20 16.

The Term of this Agreement shall be for a period of 3 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Preventive Maintenance
<input checked="" type="checkbox"/> Equipment Restoration
<input type="checkbox"/> Data Service

Equipment (check as applicable)	Manufacturer/Model	Equipment (check as applicable)	Manufacturer/Model
<input checked="" type="checkbox"/> VOR		<input type="checkbox"/> RVR	
<input checked="" type="checkbox"/> DME		<input type="checkbox"/> RWIS	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input type="checkbox"/> AWOS		<input type="checkbox"/> Markers	
<input type="checkbox"/> TWX/LTS		<input type="checkbox"/> Other	

Data Services (check as applicable)	
<input checked="" type="checkbox"/> AviMet Data Link	
<input type="checkbox"/> Navigator II	
<input type="checkbox"/> GLD 360 - Service Size:	
<input type="checkbox"/> NLDN Stroke Data - Service Size:	
<input type="checkbox"/> CLDN Stroke Data - Service Size:	
<input type="checkbox"/> AviCast	<input type="checkbox"/> AviCast Lightning Warning System

Fees		Contract Total: \$ 59,580.00
Annual Fee	\$ 19,860.00	billed Annually
Unplanned Outage Fee	\$ 1,831	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1,831	per day (ex. flight check)
Holiday Fee	\$ 500	per day additional
Cancellation/Delay Fee	\$ 500	per day



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other intellectual property or proprietary right of any third party. The Customer Indemnified Parties shall without delay notify Vaisala in writing about any such action, suit, litigation, arbitration or dispute, and they shall not settle or make any admissions in respect of the same. Vaisala shall be given the option, at its expense, to control the action, suit, litigation, arbitration or dispute, and shall be given all necessary information, authorization and assistance to defend the same.

The foregoing indemnity shall not apply (a) to a claim, damage, loss, liability, cost or expense to the extent attributable to the negligent activities or intentional misconduct of any of Customer Indemnified Parties, (b) where any such infringement, misappropriation, or violation would not have occurred but for Customer's modification of Products or Customer's combination of Products with any hardware, software or service not provided by Vaisala or (c) to claims by entities belonging to the same group of companies with the Customer or otherwise associated with any of the Customer Indemnified Parties.

6.2 General Indemnity

Each party shall hold harmless, defend and indemnify the other party and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all third party claims, demands, suits, actions, or proceedings (and resulting costs, expenses and liabilities), which arise from personal injury, death, or tangible property loss or damage attributed to, or caused by, either party's negligent performance under this Contract or by Products supplied by Vaisala (including latent defects in such Products). The foregoing indemnity shall not apply to the extent that such injury, death, tangible property loss or damage is caused in whole or in part by the willful misconduct or gross negligence of the party seeking to be indemnified.

6.3 Limitation of Liability

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF A PARTY TO THE OTHER PARTY AND TO ALL INDEMNIFIED PARTIES FOR ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ("DAMAGES") ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCLUDING INDEMNITY FOR WHICH CUSTOMER INDEMNIFIED PARTIES MAY BE ENTITLED TO PURSUANT TO SECTION 6.1 ABOVE, SHALL NOT EXCEED THE AGGREGATE COMPENSATION PAID OR PAYABLE TO VAISALA UNDER THIS CONTRACT.

6.4 No Indirect Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR PRODUCTS SOLD PURSUANT TO THE TERMS OF THIS CONTRACT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. DAMAGES RESULTING FROM ANY LOSS OF DATA SHALL BE DEEMED INDIRECT DAMAGES, AND SHALL BE SUBJECT TO THIS SECTION 6.4.

7 Warranty

Vaisala hereby represents and warrants all Products to be free from defects in workmanship and material during a period of twelve (12) months from the date of delivery; however, extended warranties of longer duration are available for those specific Products set forth on Vaisala's website at <http://www.vaisala.com/en/contact/Pages/warranty.aspx>. Lists of Products with longer warranties may be amended or adjusted from time to time by Vaisala.

If any Product proves to be nonconforming in workmanship or material within the period(s) herein provided, Vaisala undertakes, to the exclusion of any other remedy, to repair or at its option replace the nonconforming Product or part thereof free of charge. Products so repaired or replaced shall have a six (6) months warranty period from the date of delivery and otherwise on the same conditions as for the original Product or part thereof, unless the original warranty period extends beyond the six (6) months warranty period, in which case the original warranty period applies. Vaisala shall have the option to repair the Product at a Vaisala facility of its choosing or on site. Nonconforming Products replaced in accordance with this Section shall be placed in Vaisala's possession for disposal.

This warranty is subject to the following conditions:

- a) a substantiated written claim as to any alleged nonconformity shall have been received by Vaisala within thirty (30) days after the nonconformity occurred or became known; and
- b) the allegedly nonconforming Product or part thereof shall be sent to the appropriate Vaisala facility or to such other place as Vaisala may indicate in writing, properly packed and labeled by Customer, unless Vaisala has agreed to inspect and repair or replace the Product on site; and
- c) the Product is within the warranty period.

Freight and insurance shall be at Vaisala's expense subject to Customer following the return material authorization procedures set by Vaisala for the return of the nonconforming Products, as set forth on Vaisala's website.

This warranty does not apply when the nonconformity has been caused through:

- a) Normal wear and tear;
- b) Accident, theft or vandalism;
- c) Forces of nature;
- d) Misuse or other unsuitable or unauthorized use of the Product or negligence or error in storing, maintaining or handling the Product;
- e) Erroneous installation or assembly or failure to service the Product or otherwise follow Vaisala's service instructions, including any repair, installation, assembly or service made by personnel not approved by Vaisala or replacements with parts not manufactured or supplied by Vaisala;

VAISALA

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f) Modifications or changes to the Product as well as any adding to it without Vaisala's prior authorization; or

g) Other factors depending on Customer or a third party.

Notwithstanding the aforesaid, Vaisala's liability under this warranty shall not apply to any nonconformities arising out of materials, designs or instructions provided by Customer.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER CONDITIONS, WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, WHETHER UNDER LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES OF VAISALA OR ITS REPRESENTATIVES WITH RESPECT TO ANY DEFECT OR DEFICIENCY APPLICABLE TO OR RESULTING DIRECTLY OR INDIRECTLY FROM PRODUCTS, WHICH OBLIGATIONS AND LIABILITIES ARE HEREBY EXPRESSLY CANCELED, WAIVED AND DISCLAIMED. VAISALA'S LIABILITY UNDER THIS WARRANTY SHALL UNDER NO CIRCUMSTANCES EXCEED THE INVOICE PRICE OF ANY PRODUCT FOR WHICH A WARRANTY CLAIM IS MADE, NOR SHALL VAISALA IN ANY CIRCUMSTANCES BE LIABLE FOR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES.

8 Export Control and Compliance

(a) The subject technology of this Contract, including all data and articles provided hereunder, may be controlled for export purposes under the Export Administration Act of 1979 (50 USC 2401-2410), the Export Administration Regulations promulgated thereunder (15 CFR 768-799), the International Traffic in Arms Regulations (22 CFR 120-128 and 130), and the Foreign Corrupt Practices Act and their successor and supplemental laws and regulations (collectively the "Export Regulations"). Customer represents that neither Customer nor any of its directors, officers, members, managers or employees, or any person or entity known to Customer to be directly involved in this transaction as freight forwarder, consignee, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Customer or the transaction involving the Products that are the subject of this Contract or related technology.

Customer acknowledges that: (1) Export Regulations impose restrictions on the import, export, and transfer of certain categories data, articles and services to third countries and non-U.S. residents (including foreign persons working legally in the United States); and (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such

data, articles and/or related services can be exported; and (3) such licenses may impose further restrictions on the use and further disclosure of such data and articles. Customer agrees to comply with all U.S. Governmental regulations as they relate to the import, export, re-export and use of the subject technology hereof.

Customer shall have full responsibility for obtaining any export and import licenses and other authorizations required to export, import and use the Products. Vaisala shall not be obliged to commence performance of this Contract until all necessary export and import licenses and authorizations have been obtained.

(b) Customer shall hold harmless, defend and indemnify Vaisala and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all claims, demands, suits, actions, or proceedings (and resulting costs, expenses, penalties, fines and liabilities), arising out of claims, suit, allegations or charges of Customer's failure to comply with the provisions of this Section 8 and breach of the representation set forth in paragraph (a) above; provided, however, that in the event Customer requests the export classification of the relevant Product(s) from Vaisala and Vaisala fails to provide the correct export classification, then the preceding indemnification provision shall not apply. Any failure of Customer to comply with the requirements or any breach of the representations contained in this Section 8 shall be a material breach of this Contract.

9 General

9.1 Force Majeure

Neither party shall be liable for delay in delivery or other failure to duly fulfil its obligations due to a Force Majeure event. Force Majeure events are events beyond the control of both parties and include, but are not limited to: a strike or other industrial or labor dispute, fire, flood, sandstorm, or any other natural catastrophe, act of God, riot, war, general mobilization, import, export, currency restriction or embargo, circumstance caused by reasons of law, regulations or acts (or failures to act) of any federal, state or local government authority, traffic, port or airport congestion, delay or accident during transportation, power failure, failure of telecommunications, acts of terror, widespread life-threatening disease, shortage of labor, materials, power, fuel or means of transportation or other similar events, whether affecting either party or any of its suppliers or subcontractors, or any other cause or circumstance beyond either party's reasonable control.

The party affected by a Force Majeure event shall notify the other party in writing as soon as commercially reasonable. Each party shall be entitled to terminate this Contract by notice in writing to the other party if performance of this Contract is suspended under this Section 9.1 for more than six (6) months.

9.2 Assignment

Neither party shall be permitted to assign or transfer, in whole or in part, this Contract, or any rights or obligations hereunder, except with the written authorization of the other party, and with regard to Vaisala, except as assigned or transferred to a Vaisala Group Company. Such authorization shall not be unreasonably withheld. Any attempted assignment in violation of this Section 9.2 shall be null and void.

**9.3 Non-Waiver**

Failure to enforce any right under this Contract will not be deemed a waiver of future enforcement of that or any other right.

9.4 Nature of Weather Forecasting and Assessment

In the event that Customer is purchasing weather forecasting and/or assessment data, the parties acknowledge that weather forecasting and assessment is an inexact science and that the forecasts and assessments provided under this Contract may contain errors. The use or application of any content or data contained in or provided by Products shall be the sole responsibility of the users of Products, who shall assume all liabilities and obligations with respect to any use or application of such Products.

9.5 Electrical Waste Disposal

Customer shall be responsible for collection and proper disposal of all waste electrical and electronic equipment (WEEE) and packaging material arising or deriving from Products.

9.6 Product Loan

Vaisala may, at its discretion, supply Products to Customer on loan for an agreed period of time for evaluation and other agreed purposes. All Product loans shall be subject to these Conditions. Such Products will remain at all times Vaisala's property, and Customer shall indemnify Vaisala against any loss or damage to the Products whilst in Customer care and custody in accordance with Section 6.2.

9.7 Termination

In the event that either party files for bankruptcy, makes arrangements with creditors due to financial difficulties, goes into voluntary or compulsory liquidation other than for the purpose of reconstruction, or has a receiver appointed, the other party may, without prejudice to any other rights or remedies, terminate this Contract with immediate effect by written notice.

In the event that either party materially breaches this Contract and fails to cure the breach within thirty (30) days after being notified, the non-breaching party may terminate this Contract.

In any event of termination, Vaisala shall be entitled to payment for Products already delivered and work in progress.

9.8 Governing Law and Dispute Resolution

This Contract shall be governed by the laws of the State of Colorado, without regard to its conflict of laws rules. It is expressly agreed that the application of United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

The parties shall first try to resolve any dispute relating to or arising from this Contract through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to, and settled by, binding arbitration by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply the laws of the State of Colorado. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator.



194 South Taylor Ave.
Louisville, CO 80027

Attachment 2

Data Services Statement of Work

1. Description of Data Services.

1.1. AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the FAA's Weather Message Switching Center Replacement ("WMSCR") System. Vaisala shall provide the AWOS observations to WMSCR in accordance with FAA specifications, every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week. Vaisala will activate service within one hundred twenty (120) days of receipt of the Effective Date.

1.2. NLDN Data Service - National Lightning Detection Network is a Vaisala owned and operated lightning detection service within the United States which provides stroke lightning data measuring location, polarity, amplitude and multiplicity of cloud-to-ground lightning. Data service is provided (24) hours a day, (7) days per week, (365) days a year. Data coverage area is 100 nm around the designated airport.

1.3. CLDN Data Service – Canadian Lightning Detection Network is a lightning detection service within Canada which provides stroke lightning data measuring location, polarity, amplitude and multiplicity of cloud-to-ground lightning. Data service is provided (24) hours a day, (7) days per week, (365) days a year. Data coverage area is 100 nm around the designated airport.

1.4. GLD360 Data Service is a service which provides real-time lightning data for accurate and early detection and tracking of severe weather. The data provided by GLD360 is generated by Vaisala owned and operated worldwide network. Data service is provided (24) hours a day, (7) days per week, (365) days a year for the Service Size area shown on the Maintenance Agreement Summary.

1.5. Navigator II is a web-hosted service in which Vaisala hosts the software display for the RWIS RPU stations. Vaisala will poll the RPU data at a minimum every 20 minutes and display the information graphically on the airport specific site. The airport site will be available to users through any web browser. Vaisala will also provide all data communication services. Data will be archived by Vaisala.

1.6. AviCast is a unique web-based data service employing the WSDDM technology that pairs single site radar with ground based measurement. Vaisala provides radar, LWE measurement and a host of atmospheric measurements on a minute to minute basis. Each user will be provided a user-name and login to access the web display. This product also includes archived data, configurable display, radar motion vectors to track the storm movement, and motion loop of the radar movement.

1.7. AviCast-Lightning Warning System uses Vaisala's own NLDN and GLD360 lightning networks to display each lightning strike over the North American region. Each strike is recorded and time tracked on the display. Vaisala provides default settings of warning rings set at 5, 15, and 30 nm around the airport and an all clear message 15 minutes after the event. Warning and messages are sent via email and SMS. Users can request other parameters settings in writing to Vaisala. National Mosaic radar is provided in this product, but it doesn't have looping capabilities.

DRAFTAgenda Item Number : **6A**

Request For Council Action

Date Submitted 2016-07-11 10:45:04**Applicant** PC**Quick Title** PC Report from July 12, 2016**Subject** Consider the Planning Commission report from the meeting held on July 12, 2016.**Discussion** PC had a big agenda for the July 12th meeting. Four of the items were General Plan Amendments and the City Council will only be considering setting those public hearings. The remaining items included five final plat amendments, five final plats, and six preliminary plats.**Cost** \$0.00**City Manager Recommendation** Long PC meeting with lots of plats needing approvals.**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: JULY 12, 2016
CITY COUNCIL MEETING: JULY 21, 2016

1. **PUBLIC HEARING TO BE ADVERTISED FOR AUGUST 4, 2016**

- A. Consider a General Plan Amendment to amend the General Plan from **MDR** (Medium Density Residential), to **COM** (Commercial) on approximately 2.738 acres. The property is '**Fossil Hills Parcel 1**' located on River Road at approximately 3100 South. This proposal is to change the General Plan to allow for the future submittal of a zone change to allow development of a commercial facility to house an athletic instruction school. The applicant is DSG Holdings, LLC and the representative is Development Solutions Group, Inc. Case No. 2016-GPA-010 (Staff - Ray Snyder)
- B. Consider a General Plan Amendment to amend the General Plan from **LDR** (Low Density Residential) to **PO** (Professional Office) on approximately 8.66 acres. The project is located at approximately **550 East and 650 East Riverside Drive**. This proposal is to change the General Plan to allow for the future submittal of a zone change to allow development of a medical facility. The applicant is Medicinal Properties LC and the representative is Mr. Tom Callister. Case No. 2016-GPA-012 (Staff - John Willis)
- C. Consider a General Plan Amendment to amend the General Plan from **LDR** (Low Density Residential) to **MDR** (Medium Density Residential) on approximately 0.81 acres. The project is located on **Canyon View Drive**. This proposal is to change the General Plan to allow for the future submittal of a zone change to allow medium density residential development. The applicant is CCA Investments, Inc. and the representative is Mr. Scott Oakley. Case No. 2016-GPA-009(Staff – Ray Snyder)
- D. Consider a General Plan Amendment to amend the General Plan from **FP** (Flood Plain) to **HDR** (High Density Residential) on approximately 4.7 acres located generally west of the logical extension of 2450 East and the Virgin River. The project is "**River Walk Village**." The applicant is the City of St George. Case No. 2016-GPA-008 (Staff – John Willis) (*No recommendation from the Planning Commission*)

2. **FINAL PLAT AMENDMENTS (FPA)**

- A. Consider amending a residential condominium final subdivision plat for "**Estancia Phase 1 Amended**" to adjust some of the common area to accommodate the plans for the future buildings that will be a part of future subdivisions. The property is zoned PD-R (Planned Development Residential). Located at 1111 South Plantations Drive. The representative is Mr. Michael Purdy, Cornerpoint. Case No. 2016-FPA-006 (Staff Todd Jacobsen).

- B. Consider amending a residential condominium final subdivision plat for “**Jedora Estates Phase 3 Amended and Extended**” to increase the size of Lot 90 and 91 by adjusting the west lot line westerly along the associated public utilities and drainage easements. Lot 90 is increasing from 13,617 square feet to 18,148 square feet and Lot 91 is increasing from 11,787 square feet to 16,332 square feet. The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). Located at 2515 South 1960 East Cir (Lot 90) and 2522 South 1960 East Cir (Lot 91). The representative is Mr. Kevan Bundy, Bundy Surveying, Inc. Case No. 2016-FPA-044 (Staff Todd Jacobsen).
- C. Consider amending a commercial final subdivision plat for “**Morningside Professional Plaza 3rd Amended**” to merge Lots 8 & 13 together into one lot, which includes the common area between the two lots. This includes eliminating Lot 13 and this lot will now be known as Lot 8. The property is zoned C-3 (General Commercial). The representative is Mr. Kevan Bundy, Bundy Surveying, Inc. Case No. 2016-FPA-039 (Staff Todd Jacobsen).
- D. Consider amending a commercial final subdivision plat for “**U.S. Bank Subdivision Amended**” to revise the public utilities and drainage easements by removing them from the existing and future building and add easements in areas that need them. This amendment also revises the access easement note to allow shared parking between Lots 1 and 2. The property is zoned C-4 (Central Business District Commercial). The representative is Mr. Roger Bundy, R & B Surveying. Case No. 2016-FPA-017 (Staff Todd Jacobsen).
- E. Consider amending a residential final subdivision plat for “**Lot 9 & 11, Quail Valley Estates**” to adjust the lot line to match fences on the ground. Easements are not being adjusted or changed with this Lot Line Adjustment. The representative is Mr. Scott Woolsey, Alpha Engineering. Case No. 2016-FPA-049 (Staff Todd Jacobsen)

3. **FINAL PLATS (FP)**

- A. Consider a four (4) lot residential final subdivision plat for “**Entrada at Snow Canyon “Chaco West” Phase 3A.**” Located at approximately 3000 West and 2300 North (Entrada Development, Kiva Trail). The property is zoned PD-R (Planned Development Residential). The representative is Mr. Kevan Bundy, Bundy Surveying, Inc. Case No. 2016-FP-025 (Staff Todd Jacobsen).
- B. Consider a sixteen (16) unit residential condominium final subdivision plat for “**Estancia Phase 2.**” Located at 1111 South Plantations Drive. The property is zoned PD-R (Planned Development Residential). The representative is Mr. Michael Purdy, Cornerpoint. Case No. 2016-FP-007 (Staff Todd Jacobsen).

- C. Consider a twenty six (26) lot residential final subdivision plat for “**Fieldstone Phase 4.**” Located at approximately 2125 East and 3440 South (south of Crimson Ridge Drive). The property is zoned R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2016-FP-38 (Staff Todd Jacobsen).
- D. Consider a twenty-one (21) lot residential final subdivision plat for “**Sun River St George Phase 56.**” Located at approximately 1170 West and 4230 South (west end of Blue Wren Dr.) The property is zoned PD-R (Planned Development Residential). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2016-FP-026 (Staff Todd Jacobsen)
- E. Consider a twenty (2) lot residential final subdivision plat for “**Sun River St George Phase 57.**” Located at approximately 1200 West and 4190 South (west of Phase 56 and the west end of Blue Wren Drive). The property is zoned PD-R (Planned Development Residential). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2016-FP-024 (Staff Todd Jacobsen)

4. **PRELIMINARY PLATS (PP)**

- A. Consider approval of a preliminary plat for a twenty-eight (28) lot residential subdivision called “**Bloomington Country Club – No. 11**” located at 3174 S. Bloomington Dr. East. The property is zoned R-1-10 (Single Family Residential, 10,000 s.f. minimum lot size). The representative is Mr. Tim Stewart. Case No. 2016-PP-023. (Staff – Wes Jenkins).
- B. Consider approval of a preliminary plat for a forty-eight (48) lot residential subdivision called “**Resort Vacation Villas at Bloomington Country Club**” located at 3100 S Bloomington Drive East. The property is zoned PD-R (Planned Development Residential), Resort Overlay. The representative is Mr. Tim Stewart. Case No. 2016-PP-024. (Staff – Wes Jenkins).
- C. Consider approval of a preliminary plat for a fifty-eight (58) lot residential subdivision called “**Maple Estates**” located on the east side of Copper Cliff Drive, formerly 3000 east, and between Banded Hills Drive and Maple Mountain Drive. The property is zoned R-1-10 (Single Family Residential, 10,000 s.f. minimum lot size). The representative is Mr. Steve Kamlowky, Development Solutions Group. Case No. 2016-PP-020. (Staff – Wes Jenkins)
- D. Consider approval of a preliminary plat for a thirty-eight (38) pad residential subdivision called “**Residences at Four Fifty**” located at the northwest corner of the intersection of 450 North and 2720 East. The property is zoned PD-R (Planned Development Residential). The representative is Mr. Dave Nasal, Dixie Endeavors LLC. Case No. 2016-PP-021. (Staff- Wes Jenkins)

- E. Consider approval of a preliminary plat for a forty-six (46) pad residential subdivision called "**The Lofts**" located at the north end of 1790 West off of Plantations Drive in the Green Valley area. The property is zoned PD-R (Planned Development Residential). The representative is Mr. Dave Nasal, Smoothie Kings Holdings, LLC. Case No. 2016-PP-022. (Staff – Wes Jenkins)
- F. Consider approval of a preliminary plat for a sixty-six (66) lot residential subdivision called "**Grand Heights**" located along the east side of Cottonwood Springs Drive at the intersection of Cottonwood Springs Drive and Red Rock Drive in the Middleton area. The property is zoned R-1-10 (Single Family Residential, 10,000 s.f. minimum lot size). The representative is Ms. Myrna Stout, EDR Holdings. Case No. 2016-PP-019 (Staff – Wes Jenkins)

5. **OTHER BUSINESS**

The Planning Commission meeting on July 12th was quite long and required approximately **5 hours**. It began at 5:00 pm and ended at approximately 10:00 pm. Listed below is a 'brief' summary of the agenda items:

a. **GPA**

The request for a GPA (General Plan Amendment) to amend the General Plan from **MDR** (Medium Density Residential), to **COM** (Commercial) on approximately 2.738 acres for '**Fossil Hills Parcel 1**' required 30 minutes before a motion was made to recommend approval to the City Council. This site is located on River Road at approximately 3100 South (south of the Dixie Power site). This proposal would change the General Plan to allow for the future submittal of a zone change to allow development of a commercial facility to house an athletic instruction school (gymnasium). The applicant is DSG Holdings, LLC and the representative is Development Solutions Group, Inc. Four e-mails and two voicemails in opposition were received by neighbors and were read into the minutes. Also three residents spoke in opposition. Case No. 2016-GPA-010 (Staff - Ray Snyder)

b. **GPA**

The request for a GPA (General Plan Amendment) to amend the General Plan from **LDR** (Low Density Residential) to **PO** (Professional Office) on approximately 8.66 acres required one hour before a motion was made to recommend approval with a modification to the requested which would leave a portion as LDR on the north side, particularly at the existing residential cul-de-sac. The project is located at approximately **550 East and 650 East Riverside Drive**. This proposal is to change the General Plan to allow for the future submittal of a zone change to allow development of a medical facility. The applicant(s) is Medicinal Properties LC and the representative is Mr. Tom Callister. Several doctors attended to support the project and one (Jason Hendricks) spoke to represent their interests. One resident did speak in opposition. Case No. 2016-GPA-012 (Staff - John Willis)

c. GPA

The request for a General Plan Amendment to amend the General Plan from **LDR** (Low Density Residential) to **MDR** (Medium Density Residential) on approximately 0.39 acres required 30 minutes before a motion was made to recommend approval to the City Council. The project is located on **Canyon View Drive**. This proposal is to change the General Plan to allow for the future submittal of a zone change to allow medium density residential development. The applicant is CCA Investments, Inc. and the representatives are Mr. Scott Oakley, Mr. Dave Berry, and Mr. Darcy Thompson. Two residents spoke and generally supported the idea of twin homes but not any higher density in the neighborhood. Four e-mails were received and read into the minutes which expressed concern for traffic, views being blocked, and soil conditions. Case No. 2016-GPA-009(Staff – Ray Snyder)

d. GPA

The request a General Plan Amendment to amend the General Plan from **FP** (Flood Plain) to **HDR** (High Density Residential) on approximately 4.7 acres required one hour and 15 minutes. Two failed motions were made; one motion was to recommend approval, but failed because the vote was 2:3. Another motion was made to deny, but failed because the vote was 3:2. A third motion was made to recommend approval and passed with a vote of 4:1. The Planning Commission had concerns about development in a flood plain. One resident spoke in opposition and showed a power point presentation which included images from the 2005 and 2010 floods which destroyed structures and caused damage in the community. Another resident also spoke in opposition. The site is located generally west of the logical extension of 2450 East and adjacent to the Virgin River. The project is "**River Walk Village**." The applicant is the City of St George. Case No. 2016-GPA-008 (Staff – John Willis)

e. WMP

The Planning Commission heard and approved a WMP (Wireless Master Plan) for **Verizon Wireless** for eight (8) new sites in the community. This item required 25 minutes. The sites included monopoles and roof mounted antennas. Some locations involve replacements and some are new. Future CUP's (conditional use permits) will be submitted for review by the PC & CC. The representative is Mr. Jared White. Case No. 2016-WMP-001. (Staff - Ray Snyder)

f. FPA

Five (5) FPA (Final Plat Amendments) are recommended for approval.

g. FP

Five (5) FP (Final Plats) are recommended for approval.

h. PP

Six (6) PP (Preliminary Plats) are recommended for approval

i. SHP

i. SHP

The Planning Commission approved a SHP (Shared Parking) request from US Bank and representative Mr. Greg Mathis (MRW) to share parking on-site and off-site. The properties are located at 45 East 100 South and 60 South 100 East. The zoning is C-4 (Central Business District Commercial) Case No 2016-SHP-002 (Staff – John W.).

j. Vacant Position

There is a vacancy on the Planning Commission that needs to be filled (to replace Ross Taylor)

k. No Meeting August 26th

No Planning Commission meeting is planned for August 26th. A full quorum will not be available at that time.

PCR ITEM 2A

Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016

CITY COUNCIL MEETING: 07/21/2016

AMENDING A FINAL SUBDIVISION PLAT

Estancia Phase 1 Amended

Case No. 2016-FPA-006

Request: Consider Amending a Residential Condominium Final Subdivision Plat

Representative: Michael Purdy, Cornerpoint
2075 So. Sir Monte Drive
St. George, UT 84770

Property: Located at 1111 South Plantations Dr.

Zone: PD-R

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to adjust some of the common area to accommodate the plans for the future buildings that will be part of the future Phases. No other changes were made or intended.

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

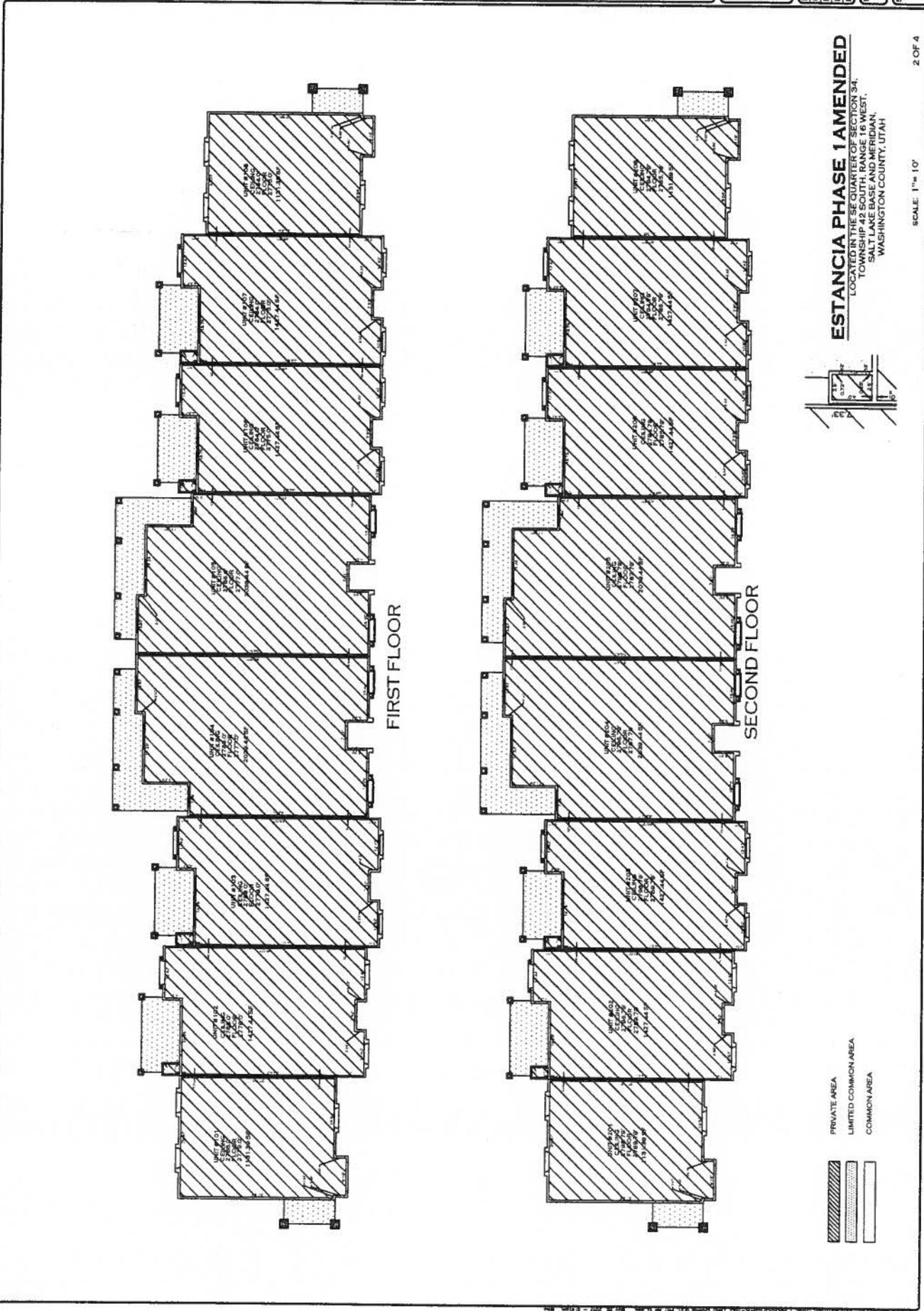
P.C.: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Estancia Phase 1 Amended.

NO.	Description of Revisions	Date	By

CORNERPOINT
 PROFESSIONAL LAND SURVEYS, INC.
 2575 S.E. 5th Avenue, Suite 100, Pompano Beach, FL 33069
 (954) 944-1000
 www.cornerpointland.com

CONDOMINIUM PHASE 1 AMENDED
 ESTANCIA PHASE 1 AMENDED
 LOCATED IN NE 1/4 SECTION 34
 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SB84M

Project: ESTANCIA
 Pre-EST. Plat No. Q
 Date: MAY, 2018
 Drawn by: JMB
 Scale: 1" = 10'
 Sheet No.



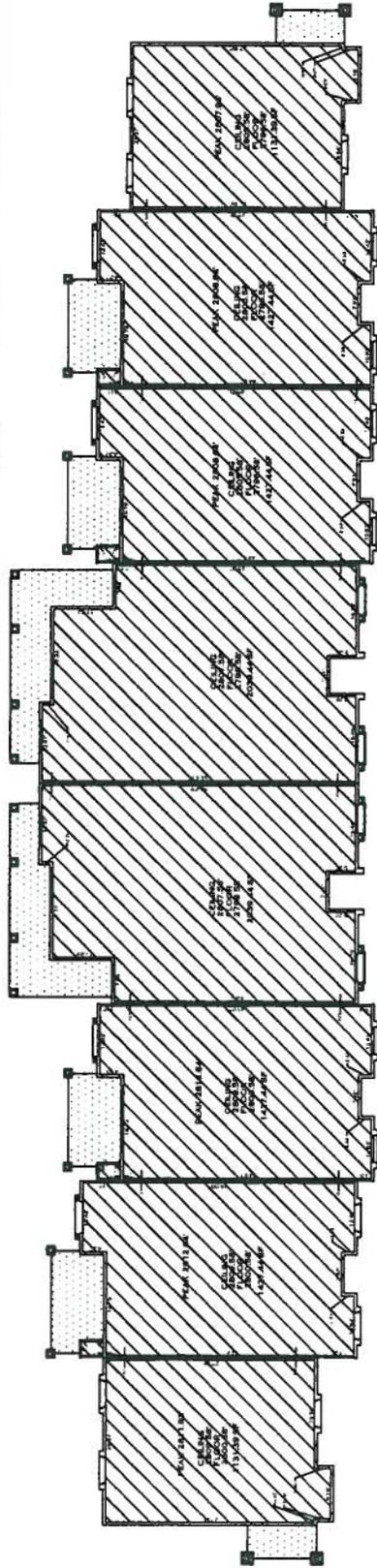
No.	Description of Findings	Date	By

CORNERPOINT
 PROFESSIONAL LAND SURVEYS INC.
 2075 So. 5th North Drive, St. George, UT 84770
 (435) 619-5928
 mike@cornerpointplanning.com

CONDOMINIUM PLAT
ESTANCIA PHASE 1 AMENDED
 LOCATED IN NE 1/4 SECTION 34
 TOWNSHIP 42 SOUTH, RANGE 16 WEST SB9M

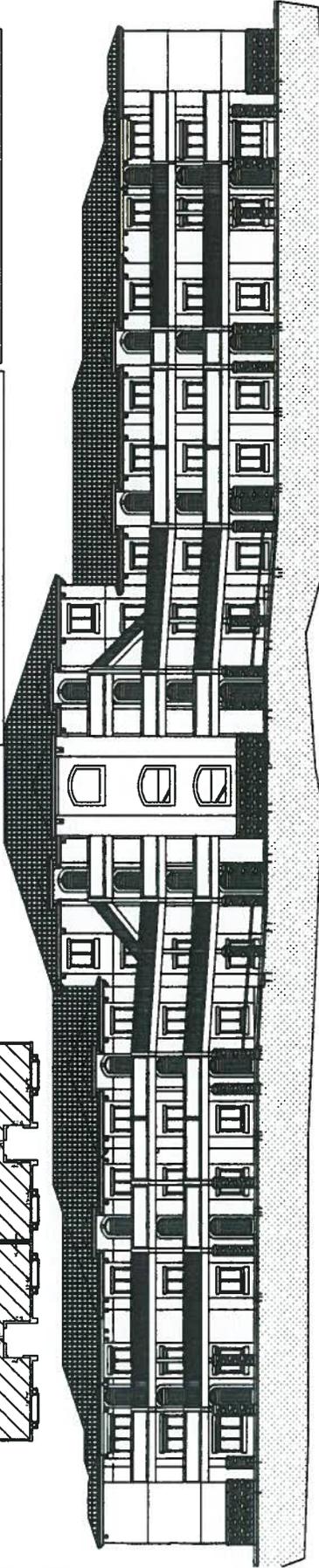
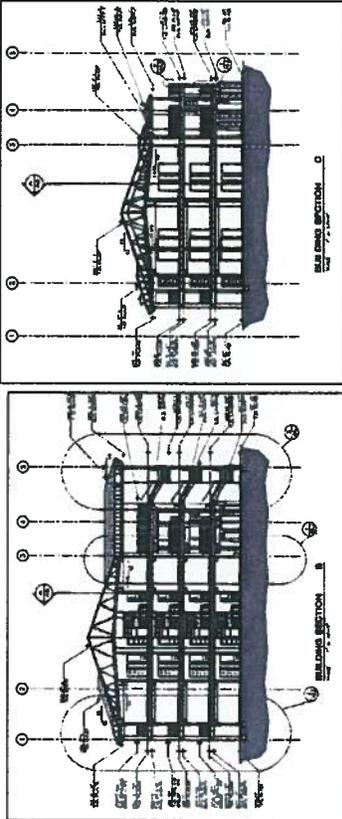
Project: ESTANCIA
 File: EST_001_A1
 Date: FEB. 4, 2019
 Drawn by: [blank]
 Review by: JWP
 Scale: 1"=10'

Sheet No. 3 OF 4



THIRD FLOOR

FOURTH FLOOR



FRONT (WEST) ELEVATION
 NOT TO SCALE

ESTANCIA PHASE 1 AMENDED
 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'

PCR ITEM 2B

Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: **07/12/2016**
CITY COUNCIL MEETING: **07/21/2016**

AMENDING A FINAL SUBDIVISION PLAT
Jedora Estates Phase 3 Amended and Extended
Case No. 2016-FPA-044

Request: Consider Amending a Residential Final Subdivision Plat

Representative: Kevan Bundy, Bundy Surveying Inc.
935 North 1300 West #8
St. George, UT 84770

Property: Located at 2515 South 1960 East Cir (Lot 90) and 2522 South
1960 East Cir (Lot 91)

Zone: R-1-10

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to increase the size of Lots 90 and 91 by adjusting the west lot line westerly along with its associated public utilities and drainage easements. Lot 90 is increasing from 13,617 square feet to 18,148 square feet and Lot 91 is increasing from 11,787 square feet to 16,332 square feet. No other changes were made or intended with this Plat.

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

P.C.: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Jedora Estates Phase 3 Amended and Extended.

PCR ITEM 2C
Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

AMENDING A FINAL SUBDIVISION PLAT
Morningside Professional Plaza 3rd Amended
Case No. 2015-FPA-039

Request: Consider Amending a Commercial Final Subdivision Plat

Representative: Roger Bundy, R&B Surveying
257 Prickley Pear Drive
Washington, UT 84780

Property: Located at 770 East 700 South St.

Zone: C-3

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to merge Lots 8 & 13 together into one lot, which includes the common area between the two lots. This includes eliminating Lot 13 and this lot will now be known as Lot 8. No other changes were made or intended with this amendment.

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

P.C.: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Morningside Professional Plaza 3rd Amended.

SURVEYOR'S CERTIFICATE

I, RICHARD W. BERRY, COUNTY CLERK, BEING FULLY A PROFESSIONAL LAND SURVEYOR, AND THAT I HAVE EXAMINED THE RECORDS OF THE COUNTY CLERK, AND HAVE FOUND THAT THE PROFESSIONAL ENGINEER AND LAND SURVEYOR, RICHARD W. BERRY, HAS COMPLIED WITH THE REQUIREMENTS OF THE ACT OF THE STATE OF UTAH, IN THE MATTER OF THE SURVEY AND PLAT OF THE MORNINGSIDES PROFESSIONAL PLAZA - 3RD AMENDED, AS SHOWN IN ACCORDANCE WITH SECTION 17-22-11, AND HAVE EXAMINED SAID TRACT OF LAND INTO UTAH, PUBLIC STREET, AND EASEMENTS, HEREAFTER KNOWN AS:

MORNINGSIDES PROFESSIONAL PLAZA - 3RD AMENDED

DATE: 7/25/18



LEGAL DESCRIPTION

BEING PART OF THE MORNINGSIDES PROFESSIONAL PLAZA - 3RD AMENDED, AS SHOWN IN ACCORDANCE WITH SECTION 17-22-11, AND HAVE EXAMINED SAID TRACT OF LAND INTO UTAH, PUBLIC STREET, AND EASEMENTS, HEREAFTER KNOWN AS:

MORNINGSIDES PROFESSIONAL PLAZA - 3RD AMENDED

AMENDMENT NARRATIVE

THE LATTERLY BOUNDARY OF THE MORNINGSIDES PARK WAS LOCATED FROM THE INTERSECTION OF 100 EAST STREET AND 700 SOUTH STREET AND TO THE INTERSECTION OF 100 EAST STREET AND 700 SOUTH STREET. THE BOUNDARY WAS THEN FOLLOWED IN ALL ANGLES UNTIL THE BOUNDARY WAS REACHED. THE BOUNDARY WAS THEN FOLLOWED IN ALL ANGLES UNTIL THE BOUNDARY WAS REACHED. THE BOUNDARY WAS THEN FOLLOWED IN ALL ANGLES UNTIL THE BOUNDARY WAS REACHED.

LEGEND & ABBREVIATIONS

- FOUND SECTION CORNER MONUMENT
- EXISTING CLASS 1 MONUMENT
- EXISTING CLASS 2 MONUMENT
- PROPERTY CORNER (NOI) SET
- BOUNDARY LINE
- PUBLIC UTILITY EASEMENT LINE
- CONVEYANCE
- LOT NUMBER (TYP.)

COMMON AREA

UNITED COMMON AREA

PRIVATE OWNERSHIP

FINAL PLAT

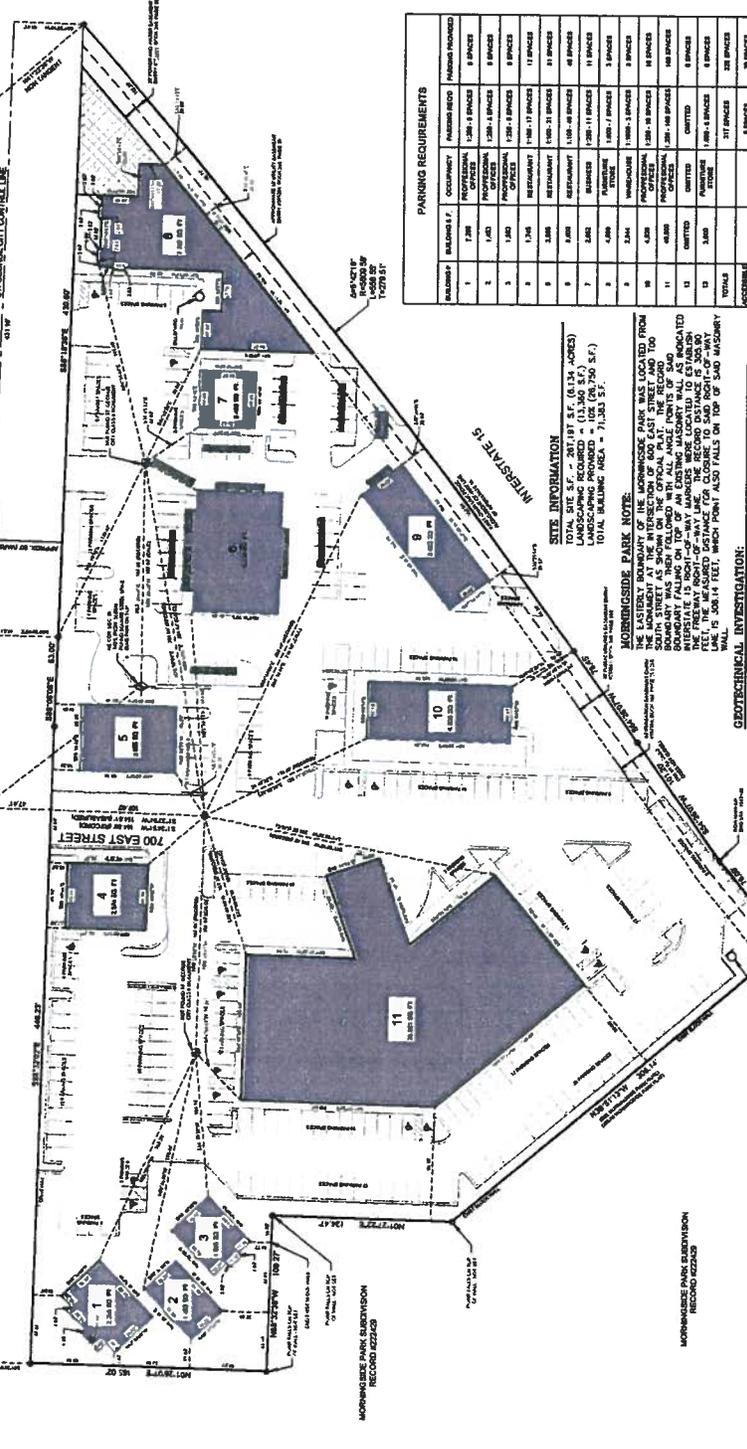
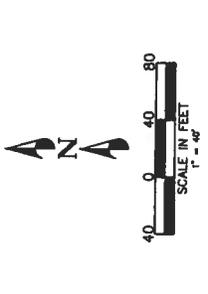
MORNINGSIDES PROFESSIONAL PLAZA - 3RD AMENDED

LOCATED IN SECTIONS 29, 30, 31 & 32, TOWNSHIP 30 NORTH, RANGE 10 WEST, SALT LAKE BASE & MERIDIAN

TREASURER APPROVAL

RECORDED NUMBER

WASHINGTON COUNTY RECORDER



PARKING REQUIREMENTS

BUILDING #	USE	MINIMUM REQUIRED	PROVIDED
1	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
2	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
3	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
4	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
5	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
6	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
7	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
8	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
9	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
10	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
11	PROFESSIONAL OFFICE	1200 - 8 SPACES	8 SPACES
TOTALS		12000 - 80 SPACES	80 SPACES

R&B SURVEYING, INC.

207 WEST 17TH ST. SUITE 200, SALT LAKE CITY, UT 84119

PHONE: 801-467-2888 FAX: 801-467-2889

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

WE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, HAVE REVIEWED THIS FINAL PLAT AND HAVE FOUND THAT IT COMPLES WITH THE REQUIREMENTS OF THE CITY CHARTER, RECORDED IN THE OFFICE OF THE CITY CLERK, AND WE HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.

MAYOR: [Signature]

CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THE 25TH DAY OF JULY, 2018, THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, UTAH, HAS REVIEWED THIS FINAL PLAT AND HAS FOUND THAT IT COMPLES WITH THE REQUIREMENTS OF THE CITY CHARTER, RECORDED IN THE OFFICE OF THE CITY CLERK, AND WE HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.

PLANNING COMMISSION

CITY OF ST. GEORGE

APPROVAL AS TO FORM

THE ENGINEER'S APPROVAL OF THIS FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY CHARTER, RECORDED IN THE OFFICE OF THE CITY CLERK, AND WE HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.

ENGINEER

CITY OF ST. GEORGE

APPROVAL OF PLANNING AND ZONING OFFICIAL

THE PLANNING AND ZONING OFFICIAL FOR THE CITY OF ST. GEORGE, UTAH, HAS REVIEWED THIS FINAL PLAT AND HAS FOUND THAT IT COMPLES WITH THE REQUIREMENTS OF THE CITY CHARTER, RECORDED IN THE OFFICE OF THE CITY CLERK, AND WE HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.

PLANNING AND ZONING OFFICIAL

CITY OF ST. GEORGE

PCR ITEM 2D

Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

AMENDING A FINAL SUBDIVISION PLAT

U.S. Bank Subdivision Amended

Case No. 2016-FPA-017

Request: Consider Amending a Commercial Final Subdivision Plat

Representative: Roger Bundy, R&B Surveying
257 Prickley Pear Drive
Washington, UT 84780

Property: Located at 60 South 100 East Street

Zone: C-4

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to revise the public utilities and drainage easements by removing them from existing and future building and add easements in areas that need them. This amendment also revises the access easement note to allow shared parking between Lots 1 & 2. No other changes were made or intended.

Also this is subject to a cross access and parking agreement between Lots 1 & 2.

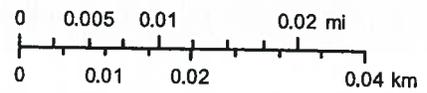
All aspects of this Final Subdivision Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for U.S. Bank Subdivision Amended subject to access and parking easements.



June 20, 2016

1:875



PCR ITEM 2E
Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

AMENDING A FINAL SUBDIVISION PLAT

Lot 9 & 11, Quail Valley Estates

Case No. 2016-LRE-010

Request: Consider Amending a Residential Final Subdivision Plat

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

Property: Located at 1830 South 1570 East St. and 1545 East 1850 South Street

Zone: R-1-10

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to adjust the lot line located between Lot 9 & 11 to match fences that were built on the ground, where Lot 11 is deeding 554 square feet to Lot 9. Easements are not being adjusted or changed with this Lot Line Adjustment. No other changes were made or intended.

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

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

PCR ITEM 3A
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL MEETING:

07/12/2016
07/21/2016

FINAL SUBDIVISION PLAT

Entrada at Snow Canyon 'Chaco West' Phase 3A
Case No. 2016-FP-025

Request: Consider a 4 Lot Residential Final Subdivision Plat

Representative: Kevan Bundy, Bundy Surveying Inc.
935 North 1300 West #8
St. George, UT 84770

Property: Located at approximately 3000 West and 2300 North (Entrada Development, Kiva Trail)

Zone: PD-R

Staff Comments: All aspects of this Final Subdivision 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 Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Entrada at Snow Canyon 'Chaco West' Phase 3A.

PCR ITEM 3B
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL MEETING:

07/12/2016
07/21/2016

FINAL SUBDIVISION PLAT

Estancia Phase 2

Case No. 2016-FP-007

Request: Consider a 16 Unit Residential Condominium Final Subdivision Plat

Representative: Michael Purdy, Cornerpoint
2075 So. Sir Monte Drive
St. George, UT 84770

Property: Located at 1111 South Plantations Dr.

Zone: PD-R

Staff Comments: All aspects of this Final Subdivision 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 Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Estancia Phase 2.

No.	Description of Revisions	Date	By

CORNERPOINT
 PROFESSIONAL LAND SURVEY, INC.
 2075 So. 5th North Drive, St. George, UT 84770
 Cell (435) 619-5528
 mls.cpsurveying@gmail.com

CONDOMINIUM PLAT
 ESTANCIA PH 2
 LOCATED IN NE 1/4 SECTION 34
 TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M

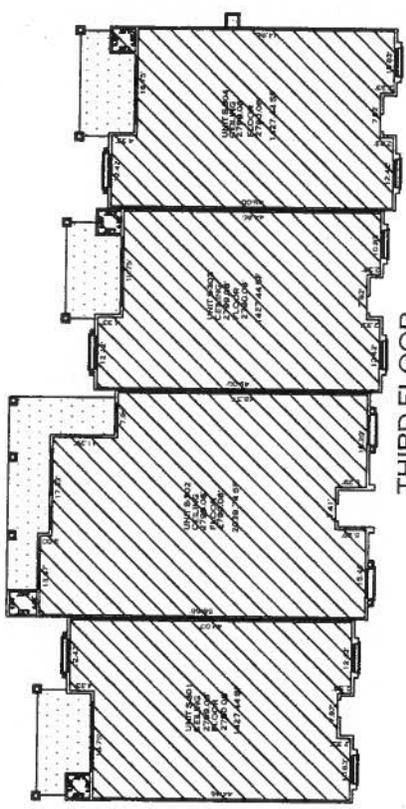
Project: ESTANCIA PH
 File: JACO-ESTANCIA
 Date: APRIL 22, 2018
 Drawn by: J
 Checked by: JBR
 Scale: 1"

Sheet No.

ESTANCIA PHASE 2
 LOCATED IN THE SE QUARTER OF SECTION 34,
 TOWNSHIP 42 SOUTH, RANGE 16 WEST,
 SOUTHWEST CORNER OF THE
 SECTION 34, TOWNSHIP 42 SOUTH,
 RANGE 16 WEST, SECTION 34,
 WASHINGTON COUNTY, UTAH

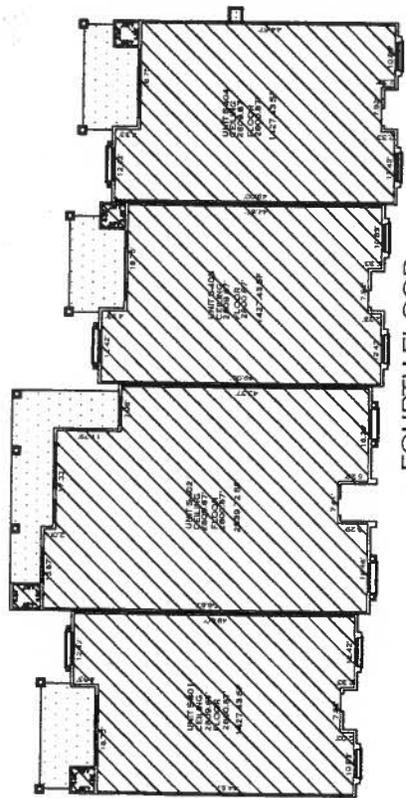
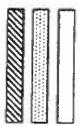
SCALE: 1"=10'

3 OF 4

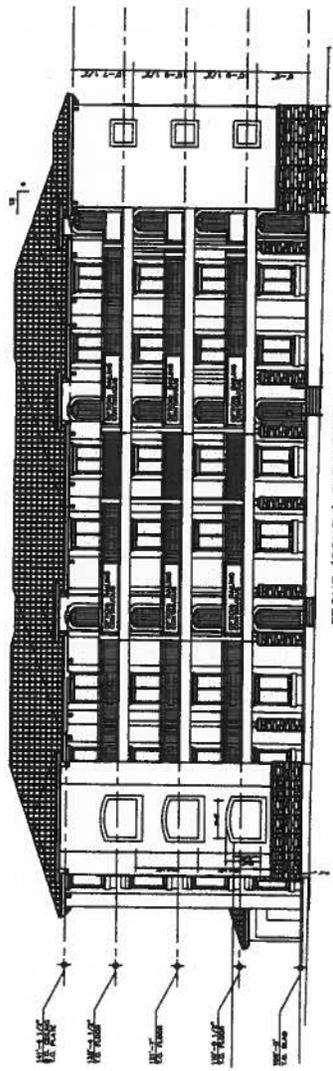


THIRD FLOOR

PRIVATE AREA
 LIMITED COMMON AREA
 COMMON AREA



FOURTH FLOOR



FRONT (SOUTH) ELEVATION

PCR ITEM 3C
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

FINAL SUBDIVISION PLAT

Fieldstone Phase 4
Case No. 2016-FP-038

Request: Consider a 26 Lot Residential Final Subdivision Plat

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

Property: Located at approximately 2125 East and 3440 South (south of
Crimson Ridge Drive)

Zone: R-1-12

Staff Comments: All aspects of this Final Subdivision 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 Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends approval of this Final
Subdivision Plat Amendment for Fieldstone Phase 4.

SURVEYOR'S CERTIFICATE:

I, THE SURVEYOR, HAVE BEEN DULY SWORN AND HAVE PERSONALLY EXAMINED THE INSTRUMENTS AND RECORDS REFERENCE TO THIS CERTIFICATE AND HAVE FOUND THEM TO BE TRUE AND CORRECT AND TO CONFORM WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF WASHINGTON, AND THAT I HOLD THEM TO BE TRUE AND CORRECT. I HAVE ALSO EXAMINED THE INSTRUMENTS AND RECORDS REFERENCE TO THIS CERTIFICATE AND HAVE FOUND THEM TO BE TRUE AND CORRECT AND TO CONFORM WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF WASHINGTON, AND THAT I HOLD THEM TO BE TRUE AND CORRECT. I HAVE ALSO EXAMINED THE INSTRUMENTS AND RECORDS REFERENCE TO THIS CERTIFICATE AND HAVE FOUND THEM TO BE TRUE AND CORRECT AND TO CONFORM WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF WASHINGTON, AND THAT I HOLD THEM TO BE TRUE AND CORRECT.

FIELDSTONE - PHASE 4

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



DATE: _____

LEGAL DESCRIPTION:
THE LOTS SHOWN ON THIS PLAN ARE PART OF THE SUBDIVISION OF PHASE 4 OF THE FIELDSTONE SUBDIVISION, RECORDED ON FILE WITH THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF WASHINGTON, UNDER THE CASE NO. 2017-1-01000-0000, AND THE LOTS SHOWN ON THIS PLAN ARE PART OF THE SUBDIVISION OF PHASE 4 OF THE FIELDSTONE SUBDIVISION, RECORDED ON FILE WITH THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF WASHINGTON, UNDER THE CASE NO. 2017-1-01000-0000, AND THE LOTS SHOWN ON THIS PLAN ARE PART OF THE SUBDIVISION OF PHASE 4 OF THE FIELDSTONE SUBDIVISION, RECORDED ON FILE WITH THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF WASHINGTON, UNDER THE CASE NO. 2017-1-01000-0000, AND THE LOTS SHOWN ON THIS PLAN ARE PART OF THE SUBDIVISION OF PHASE 4 OF THE FIELDSTONE SUBDIVISION, RECORDED ON FILE WITH THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF WASHINGTON, UNDER THE CASE NO. 2017-1-01000-0000.

OWNERS DEDICATION:
I, THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HEREBY CAUSE THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS HEREAFTER SHOWN.

OWNERS DEDICATION:
I, THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HEREBY CAUSE THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS HEREAFTER SHOWN.

FIELDSTONE - PHASE 4

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DONATE AND CONVEY TO THE CITY OF SEASIDE, WASHINGTON, ALL THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAN, TO BE USED AS A PUBLIC STREET, AND THE UNDERSIGNED AS A SOURCE OF FUNDING FOR THE CITY OF SEASIDE, WASHINGTON, TO MAINTAIN AND IMPROVE THE SAME. THE UNDERSIGNED HEREBY WARRANTS TO THE CITY OF SEASIDE, WASHINGTON, THAT THE TRACT OF LAND SHOWN ON THIS PLAN IS FREE AND VOLUNTARILY CONVEYED TO THE CITY OF SEASIDE, WASHINGTON, WITHOUT ANY RESERVATION OF INTEREST, AND WITHOUT ANY RESTRICTIONS, CONDITIONS, OR EASEMENTS, AND THAT THE TRACT OF LAND SHOWN ON THIS PLAN IS FREE AND VOLUNTARILY CONVEYED TO THE CITY OF SEASIDE, WASHINGTON, WITHOUT ANY RESERVATION OF INTEREST, AND WITHOUT ANY RESTRICTIONS, CONDITIONS, OR EASEMENTS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2017.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
I, _____, DO HEREBY ACKNOWLEDGE THAT I AM AN OWNER OF THE LIMITED LIABILITY COMPANY OF SEASIDE, WASHINGTON, AND THAT I AM AUTHORIZED TO SIGN THIS INSTRUMENT ON BEHALF OF THE COMPANY.

NOTARY PUBLIC
I, _____, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN THE STATE OF WASHINGTON, AND THAT I AM AUTHORIZED TO SIGN THIS INSTRUMENT ON BEHALF OF THE LIMITED LIABILITY COMPANY OF SEASIDE, WASHINGTON.

APPROVED AND ACCEPTANCE BY THE CITY OF SEASIDE, WASHINGTON

CITY ATTORNEY
CITY OF SEASIDE

APPROVAL OF THE PLANNING AND ZONING MANAGER
CITY OF SEASIDE

APPROVAL OF THE PLANNING COMMISSION
CITY OF SEASIDE

APPROVAL OF THE PLANNING AND ZONING MANAGER
CITY OF SEASIDE

APPROVAL OF THE PLANNING COMMISSION
CITY OF SEASIDE

APPROVAL OF THE PLANNING AND ZONING MANAGER
CITY OF SEASIDE

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CITY OF SEASIDE

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CITY OF SEASIDE

APPROVAL OF THE PLANNING COMMISSION
CITY OF SEASIDE

APPROVAL OF THE PLANNING AND ZONING MANAGER
CITY OF SEASIDE

APPROVAL OF THE PLANNING COMMISSION
CITY OF SEASIDE

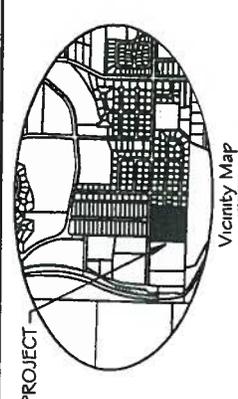
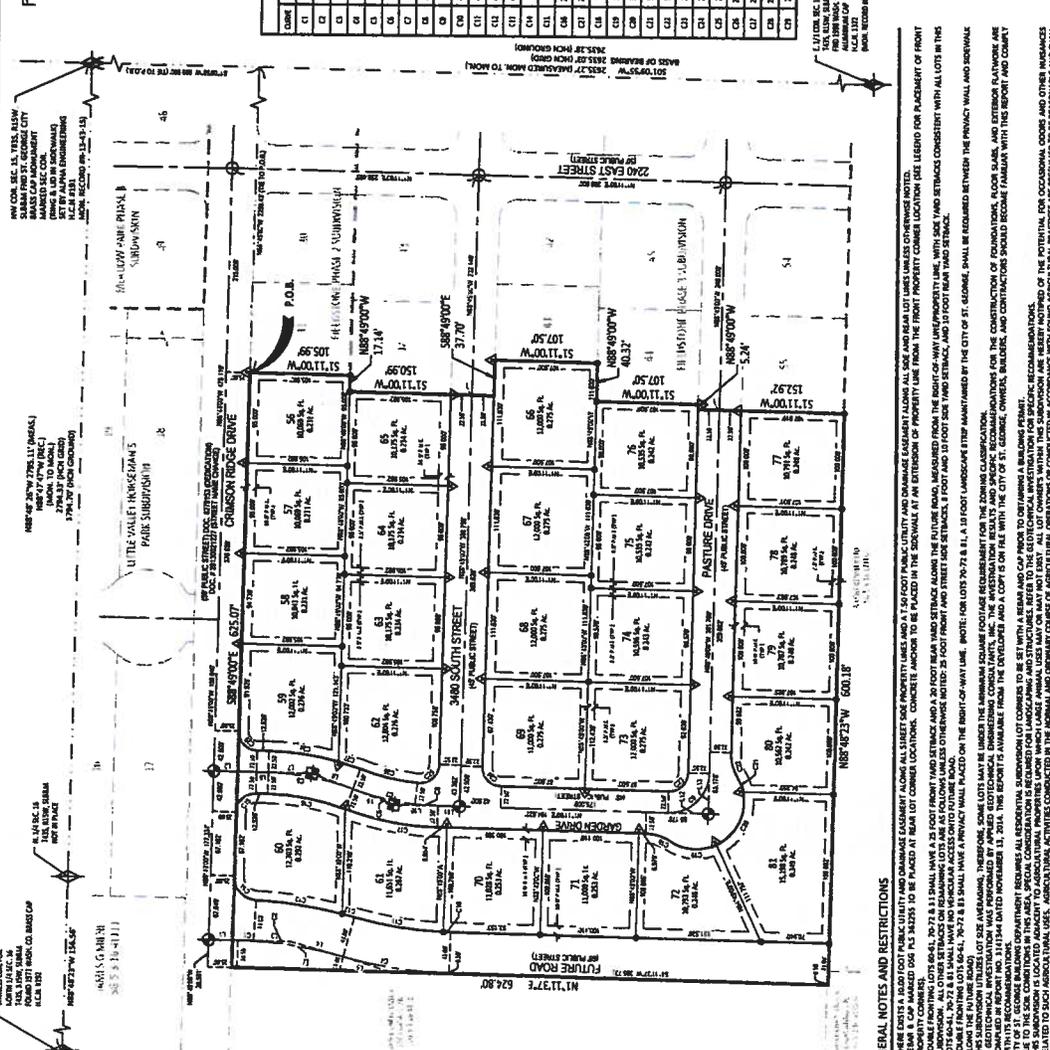
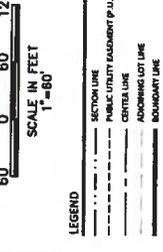


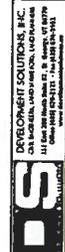
Table with 2 columns: CURVE NAME, CURVE DATA. Lists curves C1 through C13 with their respective stationing and curve data.



GENERAL NOTES AND RESTRICTIONS
1. ALL SHOWN ARE SUBJECT TO ALL APPLICABLE ZONING ORDINANCES AND OTHER REGULATORY INSTRUMENTS.
2. THE LOTS SHOWN ON THIS PLAN ARE PART OF THE SUBDIVISION OF PHASE 4 OF THE FIELDSTONE SUBDIVISION, RECORDED ON FILE WITH THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF WASHINGTON, UNDER THE CASE NO. 2017-1-01000-0000, AND THE LOTS SHOWN ON THIS PLAN ARE PART OF THE SUBDIVISION OF PHASE 4 OF THE FIELDSTONE SUBDIVISION, RECORDED ON FILE WITH THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF WASHINGTON, UNDER THE CASE NO. 2017-1-01000-0000, AND THE LOTS SHOWN ON THIS PLAN ARE PART OF THE SUBDIVISION OF PHASE 4 OF THE FIELDSTONE SUBDIVISION, RECORDED ON FILE WITH THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF WASHINGTON, UNDER THE CASE NO. 2017-1-01000-0000.

APPROVAL OF THE PLANNING AND ZONING MANAGER
CITY OF SEASIDE
APPROVAL OF THE PLANNING COMMISSION
CITY OF SEASIDE

APPROVAL OF THE PLANNING AND ZONING MANAGER
CITY OF SEASIDE
APPROVAL OF THE PLANNING COMMISSION
CITY OF SEASIDE



DEVELOPMENT SOLUTIONS, LLC
1111 1ST AVENUE, SUITE 100
SEASIDE, WA 98138
PH: 206.535.1111
WWW.DEVELOPMENTSOLUTIONS.COM

APPROVAL OF THE PLANNING AND ZONING MANAGER
CITY OF SEASIDE
APPROVAL OF THE PLANNING COMMISSION
CITY OF SEASIDE

NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION:

THE OWNERS AND MORTGAGEES, BY SIGNING THIS PLAT DO HEREBY CONFIRM THAT, NOTWITHSTANDING ANY CONSENT OR WAIVER, THEY ARE AWARE OF THE IMPACT FEE OBLIGATION AND THAT THEY SHALL BE WATER AVAILABILITY FEE DUE AND PAYABLE ON THE LOT TO WHICH THIS PLAT APPLIES. THE IMPACT FEE OBLIGATION IS NOT LIMITED TO THE SALE OF THE LOT TO A THIRD PARTY BY THE OWNER, OR ANY SUCCESSOR IN INTEREST THEREIN; IT SHALL BE A CHARGE ON THE LOT AND SHALL BE PAID BY THE OWNER OR ANY SUCCESSOR IN INTEREST THEREIN. 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 S. HULL, ASSISTANT GENERAL MANAGER
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
STATE OF UTAH } s.
WASHINGTON COUNTY

ON THE DAY OF _____, 2016, PERSONALLY APPEARED BEFORE ME, MARY B. WELLS, PERSONALLY KNOWN TO ME OR APPROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, THE MORTGAGEE, PERSONALLY SHARON WELLS, MANAGER OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, AND ACKNOWLEDGED BEFORE ME THAT SHE SIGNED IT VOLUNTARILY FOR ITS SHARED PURPOSE.
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
A NOTARY PUBLIC COMMISSIONED BY UTAH
NO STAMP REQUIRED PER UTAH CODE,
TITLE 64, CHAPTER 1, SECTION 41

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:
THE UNDERSIGNED, BETT BURKES, MANAGER OF THE LESSEES AT SNOW CANYON, L.L.C., DOES HEREBY ACKNOWLEDGE THAT SHE IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS PLAT AND THAT SHE HAS READ AND UNDERSTANDS THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT IMPACT FEE OBLIGATION AS STATED THEREIN, FOR THE USES AND PURPOSES STATED THEREIN.

THE LESSEES AT SNOW CANYON, L.L.C.
BY: BETT BURKES, MANAGER
STATE OF UTAH } s.
COUNTY OF WASHINGTON

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
ON THE DAY OF _____, 2016, PERSONALLY APPEARED BEFORE ME, BETT BURKES, WHO BEING AT THE TIME KNOWN TO ME OR APPROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, THE MANAGER OF THE LESSEES AT SNOW CANYON, L.L.C., A UTAH LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED BEFORE ME THAT SHE SIGNED IT VOLUNTARILY FOR THE LIMITED LIABILITY COMPANY'S SHARED PURPOSE.
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
A NOTARY PUBLIC COMMISSIONED BY UTAH
NO STAMP REQUIRED PER UTAH CODE,
TITLE 64, CHAPTER 1, SECTION 41

MORTGAGEE'S CONSENT TO RECORD

WE, STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF THE HEREIN REFERENCED TRACT OF LAND, DO HEREBY CONSENT TO THE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THIS PLAT, TO ACCORDANCE OF THE PART, AND TO SIGN IN THE INSTRUMENT AND CONFIRMANCE.

STATE BANK OF SOUTHERN UTAH
BY: CHRISTOPHER J. BERTON, EXECUTIVE VICE PRESIDENT
CORPORATE ACKNOWLEDGMENT (CONSENT)
STATE OF UTAH } s.
COUNTY OF WASHINGTON

ON THE DAY OF _____, 2016, PERSONALLY APPEARED BEFORE ME, DAN CHRISTENSEN, WHO BEING BY ME ONLY KNOWN TO ME OR APPROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, THE EXECUTIVE VICE PRESIDENT OF STATE BANK OF SOUTHERN UTAH, AND ACKNOWLEDGED BEFORE ME THAT HE SIGNED IT VOLUNTARILY FOR THE BANK'S SHARED PURPOSE.
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
A NOTARY PUBLIC COMMISSIONED BY UTAH
NO STAMP REQUIRED PER UTAH CODE,
TITLE 64, CHAPTER 1, SECTION 41

MORTGAGEE'S CONSENT TO OWNERS CONSENT OF WATER IMPACT FEES
WE, STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF THE HEREIN REFERENCED TRACT OF LAND, DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

STATE BANK OF SOUTHERN UTAH
BY: DAN CHRISTENSEN, EXECUTIVE VICE PRESIDENT
CORPORATE ACKNOWLEDGMENT (WATER IMPACT FEES)
STATE OF UTAH } s.
COUNTY OF WASHINGTON

ON THE DAY OF _____, 2016, PERSONALLY APPEARED BEFORE ME, DAN CHRISTENSEN, WHO BEING BY ME ONLY KNOWN TO ME OR APPROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, THE EXECUTIVE VICE PRESIDENT OF STATE BANK OF SOUTHERN UTAH, AND ACKNOWLEDGED BEFORE ME THAT HE SIGNED IT VOLUNTARILY FOR THE BANK'S SHARED PURPOSE.
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
A NOTARY PUBLIC COMMISSIONED BY UTAH
NO STAMP REQUIRED PER UTAH CODE,
TITLE 64, CHAPTER 1, SECTION 41



PCR ITEM 3D
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

FINAL SUBDIVISION PLAT
Sun River St. George Phase 56
Case No. 2016-FP-026

Request: Consider a 21 Lot Residential Final Subdivision Plat

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

Property: Located at approximately 1170 West and 4230 South (west end of Blue Wren Dr.)

Zone: PD-R

Staff Comments: All aspects of this Final Subdivision 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 Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Sun River St. George Phase 56 conditioned upon Phase 57 recording first.

SURVEYOR'S CERTIFICATE:

I, BRADLEY E. ANDERSON, PROFESSIONAL LAND SURVEYOR LICENSE NO. 889719, UNDER A LICENSE... I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND HAVE FOUND THAT THE SAME IS CORRECTLY SURVEYED AND BOUND AS SHOWN ON THE ABOVE...



LEGAL DESCRIPTION:
THE PROPERTY OF SUN RIVER ST. GEORGE PHASE 61, AND PORTION OF SUN RIVER ST. GEORGE PHASE 62, COMMENCED AT THE POINT OF BEGINNING... BEING 18.87 FEET... AND CONTAINING 15.00 ACRES...

GENERAL NOTE AND RESTRICTIONS:

- 1. THE SUBDIVISION CONTAINS PRIVATE STREETS AS LABELED. PRIVATE STREETS ARE NOT OWNED, MAINTAINED OR CONTROLLED BY THE CITY OF ST. GEORGE... 2. ALL CHANGES TO THE SUBDIVISION... 3. THE CITY OF ST. GEORGE... 4. THE CITY OF ST. GEORGE... 5. THE CITY OF ST. GEORGE... 6. THE CITY OF ST. GEORGE... 7. THE CITY OF ST. GEORGE... 8. THE CITY OF ST. GEORGE... 9. THE CITY OF ST. GEORGE... 10. THE CITY OF ST. GEORGE... 11. THE CITY OF ST. GEORGE... 12. THE CITY OF ST. GEORGE... 13. THE CITY OF ST. GEORGE... 14. THE CITY OF ST. GEORGE... 15. THE CITY OF ST. GEORGE... 16. THE CITY OF ST. GEORGE... 17. THE CITY OF ST. GEORGE... 18. THE CITY OF ST. GEORGE... 19. THE CITY OF ST. GEORGE... 20. THE CITY OF ST. GEORGE...

OWNER'S DECLARATION:

I, THE UNDERSIGNED, HAVE READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THE SUBDIVISION MAP... I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE...

SUN RIVER ST. GEORGE, PHASE 96
SUN RIVER ST. GEORGE DEVELOPMENT, L.C.
LIMITED LIABILITY COMPANY
REGISTERED IN THE STATE OF UTAH

ACKNOWLEDGMENT:
ON THE _____ DAY OF _____ 20____, PERSONALLY APPEARED BEFORE ME AS A Notary Public, _____ of the County of Washington, State of Utah, who acknowledged to me that she is the duly authorized officer of the above named entity and that she executed the foregoing instrument as her true and lawful act and deed...



VICINITY MAP
SUN RIVER ST. GEORGE (96) SOLE
MORTGAGEE CONSENT TO RECORD:
I, _____, MORTGAGEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY CONSENT TO THE RECORDING OF THE ABOVE DESCRIBED INSTRUMENT...

COOPERATION ACKNOWLEDGMENT:
I, _____, OF THE COUNTY OF _____, STATE OF _____, DO HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THE ABOVE INSTRUMENT AND THAT I HAVE AGREED TO THE SAME...

SUN RIVER ST. GEORGE PHASE 56
1A 21 UNIT PLANNED UNIT DEVELOPMENT
LOCATED IN BEAULAKE WASHINGTON COUNTY, UTAH.
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

CURVE TABLE
Table with 4 columns: CURVE LENGTH, RADIUS, DELTA, and another unlabeled column. Rows include curves C01 through C15.

CURVE TABLE
Table with 4 columns: CURVE LENGTH, RADIUS, DELTA, and another unlabeled column. Rows include curves C16 through C30.

LINE TABLE
Table with 3 columns: LINE LENGTH, DIRECTION, and another unlabeled column. Rows include lines L1 through L15.

APPROVAL AS TO FORM:
I, _____, CLERK OF THE CITY OF ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES...

APPROVAL AS TO ZONING:
I, _____, CLERK OF THE CITY OF ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE CITY ZONING ORDINANCES...

APPROVAL AS TO FORM:
I, _____, CLERK OF THE CITY OF ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES...

APPROVAL AS TO ZONING:
I, _____, CLERK OF THE CITY OF ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE CITY ZONING ORDINANCES...

ROSENBERG ENGINEERS & ARCHITECTS
CIVIL ENGINEER & LAND SURVEYOR
385 EAST 9700 SOUTH, SUITE 202, ST. GEORGE, UTAH 84790
PHONE: 435-863-7222 FAX: 435-863-7223
WWW.ROSENBERG-UTAH.COM

APPROVAL AS TO ZONING:
I, _____, CLERK OF THE CITY OF ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE CITY ZONING ORDINANCES...

PCR ITEM 3E
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

FINAL SUBDIVISION PLAT
Sun River St. George Phase 57
Case No. 2016-FP-024

Request: Consider a 20 Lot Residential Final Subdivision Plat

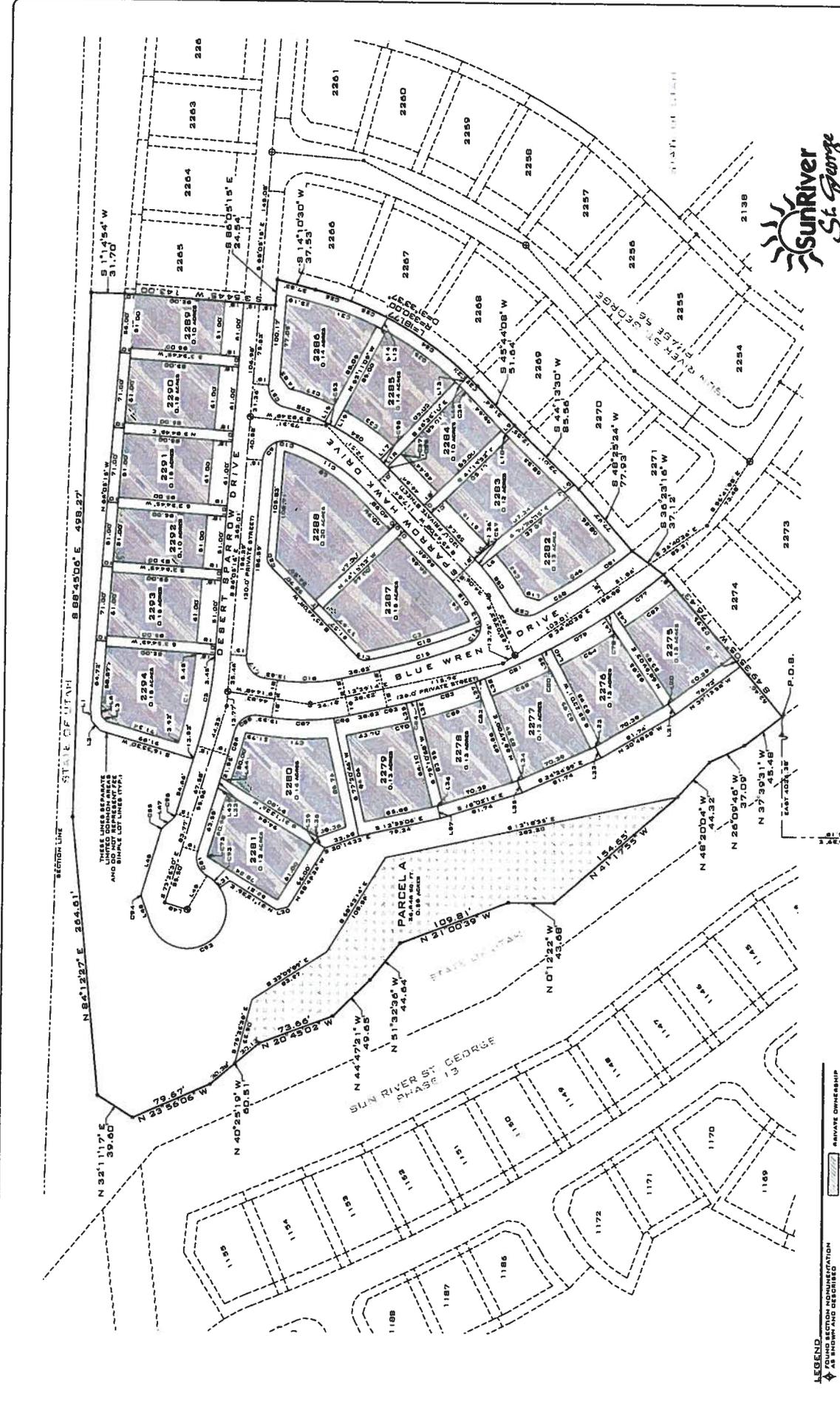
Representative: Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

Property: Located at approximately 1200 West and 4190 South (west of Phase 56 and the west end of Blue Wren Dr.)

Zone: PD-R

Staff Comments: All aspects of this Final Subdivision 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 Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Sun River St. George Phase 57.



SUN RIVER ST. GEORGE PHASE 57

1/30 UNIT PLANNED UNIT DEVELOPMENT
 LOCATED IN SUBDIVISION RANGE 16 WEST
 CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.
 SHEET 2 OF 3

- LEGEND**
- ◆ FOUND SECTION NOMINATION
 - NOTHING SET BY FIELD
 - ▨ PRIVATE OWNERSHIP
 - ▩ 20' SET BACKLASH - GEORGE
 - ▩ CITY SURVEY MONUMENT - OLD 30' SET
 - ▩ LINES UNLESS OTHERWISE NOTED
 - 20' SET BACKLASH - ST. GEORGE
 - FOUND ST. GEORGE CITY SURVEY
 - MONUMENT - CLASS 1
 - MONUMENT - CLASS 2
 - MONUMENT - CLASS 3
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 - MONUMENT - CLASS 98
 - MONUMENT - CLASS 99
 - MONUMENT - CLASS 100
- BASIS OF BEARING**
- 8.640' N 88° 45' 06" E 498.27'
 MON & 88° 45' 06" E 498.27' (P.D.B.)
 100' PRIVATE STREET
 COR. N 10° N.E. CORN.
- NORTH CORNER**
- 8.640' N 88° 45' 06" E 498.27'
 MON & 88° 45' 06" E 498.27' (P.D.B.)
 100' PRIVATE STREET
 COR. N 10° N.E. CORN.

PCR ITEM 4A

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

PRELIMINARY PLAT
Bloomington Country Club – No 11
Case No. 2016-PP-023

Request: To approve a preliminary plat for a twenty-eight (28) lot residential subdivision

Location: The lots are located in the Bloomington area with the largest portion being located along the proposed extensions of Jacob Hamblin Drive and Golden Rod Circle.

Property: 10.56 acres

Number of Lots: 28

Density: 2.65 du/a

Zoning: R-1-10

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

General Plan: LDR (Low Density Residential)

Applicant: SR Bloomington, LC

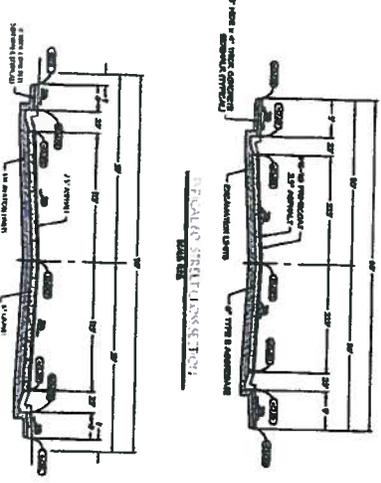
Representative: Tim Stewart

P.C.: The Planning Commission recommends approval

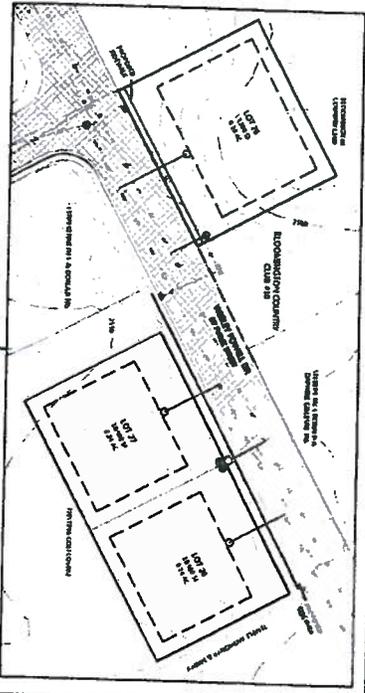
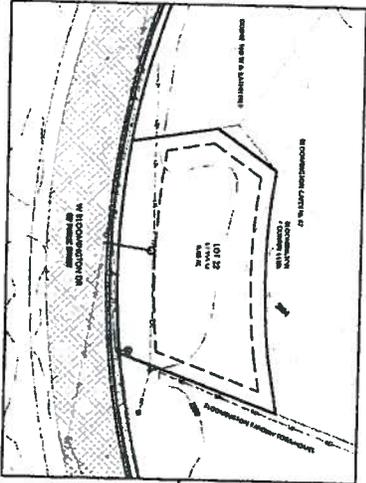
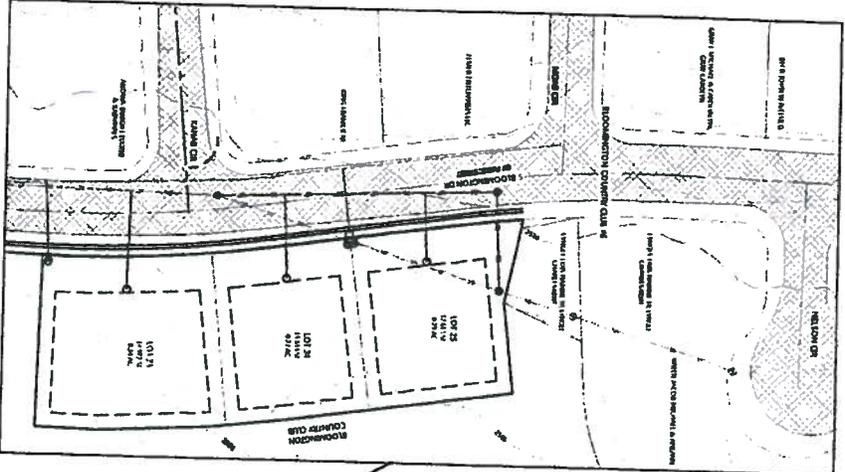
LEGEND

Symbol	Description
[Symbol]	Centerline of easement
[Symbol]	Centerline of driveway
[Symbol]	Centerline of alleyway
[Symbol]	Centerline of road
[Symbol]	Centerline of street
[Symbol]	Centerline of highway
[Symbol]	Centerline of railroad
[Symbol]	Centerline of canal
[Symbol]	Centerline of ditch
[Symbol]	Centerline of fence
[Symbol]	Centerline of wall
[Symbol]	Centerline of boundary
[Symbol]	Centerline of lot
[Symbol]	Centerline of block
[Symbol]	Centerline of subdivision
[Symbol]	Centerline of section
[Symbol]	Centerline of township
[Symbol]	Centerline of range
[Symbol]	Centerline of county
[Symbol]	Centerline of state
[Symbol]	Centerline of federal
[Symbol]	Centerline of national
[Symbol]	Centerline of international
[Symbol]	Centerline of world

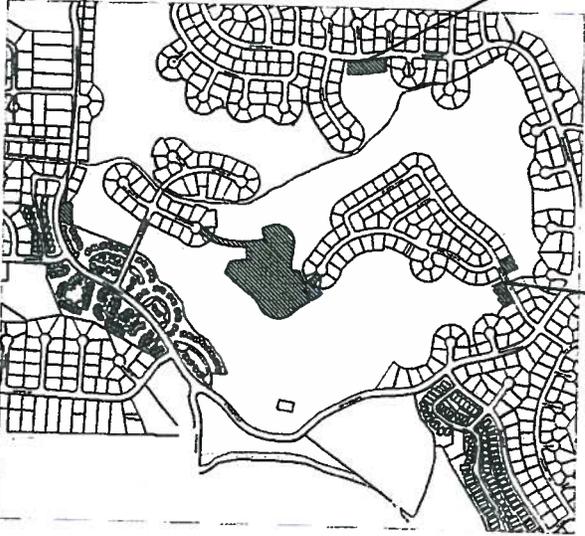
TYPICAL CROSS SECTION



TYPICAL STREET CROSS SECTION



VICINITY MAP



PRELIMINARY PLAT
FOR
BLOOMINGTON COUNTRY CLUB #11
ST GEORGE, UTAH



DATE	10/15/11
BY	J. ROSENBERG
CHECKED BY	J. ROSENBERG
SCALE	AS SHOWN

PCR ITEM 4B

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

PRELIMINARY PLAT

Resort Vacation Villas at Bloomington Country Club
Case No. 2016-PP-024

Request: To approve a preliminary plat for a forty-eight (48) unit residential subdivision

Location: The site is located at 3100 S Bloomington Drive East

Property: 5.38 acres

Number of Units: 48

Density: 8.92 du/a

Zoning: PD-R, Resort Overlay

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-10
South – Open Space
East – Open Space
West – Open Space

General Plan: HDR (High Density Residential)

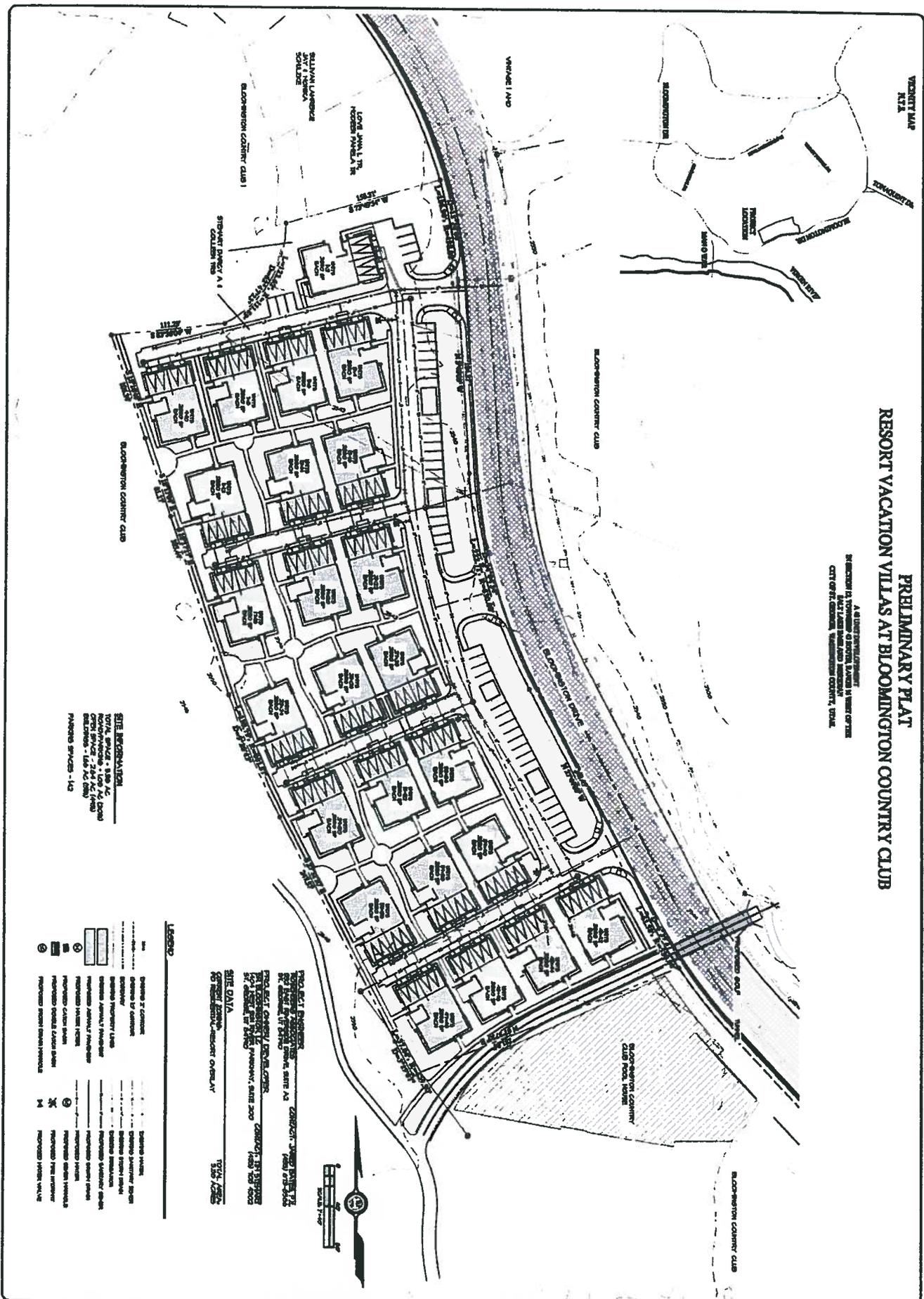
Applicant: Sun River Development

Representative: Tim Stewart

P.C.: The Planning Commission recommends approval

PRELIMINARY PLAT RESORT VACATION VILLAS AT BLOOMINGTON COUNTRY CLUB

A 60 UNIT DEVELOPMENT
 PREPARED BY ROSENBERG ASSOCIATES, INC.
 100 EAST 100 SOUTH, SUITE 200
 SALT LAKE CITY, UTAH 84143
 CITY OF GEORGE, WASHINGTON COUNTY, UTAH



SITE INFORMATION
 TOTAL SQUARE FEET: 1,150,000
 TOTAL ACRES: 26.4
 OPEN SPACE: 244 AC (9%)
 BLDG. FOOTPRINT: 150 AC (5%)
 PAVED SERVICES: 142

- LEGEND**
- 1. EXISTING CONDITIONS
 - 2. PROPOSED CONDITIONS
 - 3. PROPOSED IMPROVEMENTS
 - 4. PROPOSED UTILITIES
 - 5. PROPOSED PAVEMENT
 - 6. PROPOSED SIGNAGE
 - 7. PROPOSED LIGHTING
 - 8. PROPOSED LANDSCAPE
 - 9. PROPOSED FENCE
 - 10. PROPOSED WALL
 - 11. PROPOSED DRIVE
 - 12. PROPOSED SIDEWALK
 - 13. PROPOSED BIKEWAY
 - 14. PROPOSED TRAIL
 - 15. PROPOSED PATH
 - 16. PROPOSED STAIR
 - 17. PROPOSED RAMP
 - 18. PROPOSED ELEVATOR
 - 19. PROPOSED ESCALATOR
 - 20. PROPOSED MECHANICAL ROOM
 - 21. PROPOSED ELECTRICAL ROOM
 - 22. PROPOSED TELEPHONE ROOM
 - 23. PROPOSED JANETRY
 - 24. PROPOSED STORAGE ROOM
 - 25. PROPOSED OFFICE
 - 26. PROPOSED CONFERENCE ROOM
 - 27. PROPOSED RECEPTION AREA
 - 28. PROPOSED LOBBY
 - 29. PROPOSED WAITING AREA
 - 30. PROPOSED SEATING AREA
 - 31. PROPOSED BAR
 - 32. PROPOSED RESTROOM
 - 33. PROPOSED SHOWER
 - 34. PROPOSED BATH
 - 35. PROPOSED KITCHEN
 - 36. PROPOSED DINING AREA
 - 37. PROPOSED LIVING AREA
 - 38. PROPOSED BEDROOM
 - 39. PROPOSED PORCH
 - 40. PROPOSED PATIO
 - 41. PROPOSED DECK
 - 42. PROPOSED BALCONY
 - 43. PROPOSED TERRACE
 - 44. PROPOSED WALKWAY
 - 45. PROPOSED DRIVEWAY
 - 46. PROPOSED GARAGE
 - 47. PROPOSED CARPORT
 - 48. PROPOSED DRIVE
 - 49. PROPOSED SIDEWALK
 - 50. PROPOSED BIKEWAY
 - 51. PROPOSED TRAIL
 - 52. PROPOSED PATH
 - 53. PROPOSED STAIR
 - 54. PROPOSED RAMP
 - 55. PROPOSED ELEVATOR
 - 56. PROPOSED ESCALATOR
 - 57. PROPOSED MECHANICAL ROOM
 - 58. PROPOSED ELECTRICAL ROOM
 - 59. PROPOSED TELEPHONE ROOM
 - 60. PROPOSED JANETRY
 - 61. PROPOSED STORAGE ROOM
 - 62. PROPOSED OFFICE
 - 63. PROPOSED CONFERENCE ROOM
 - 64. PROPOSED RECEPTION AREA
 - 65. PROPOSED LOBBY
 - 66. PROPOSED WAITING AREA
 - 67. PROPOSED SEATING AREA
 - 68. PROPOSED BAR
 - 69. PROPOSED RESTROOM
 - 70. PROPOSED SHOWER
 - 71. PROPOSED BATH
 - 72. PROPOSED KITCHEN
 - 73. PROPOSED DINING AREA
 - 74. PROPOSED LIVING AREA
 - 75. PROPOSED BEDROOM
 - 76. PROPOSED PORCH
 - 77. PROPOSED PATIO
 - 78. PROPOSED DECK
 - 79. PROPOSED BALCONY
 - 80. PROPOSED TERRACE
 - 81. PROPOSED WALKWAY
 - 82. PROPOSED DRIVEWAY
 - 83. PROPOSED GARAGE
 - 84. PROPOSED CARPORT
 - 85. PROPOSED DRIVE
 - 86. PROPOSED SIDEWALK
 - 87. PROPOSED BIKEWAY
 - 88. PROPOSED TRAIL
 - 89. PROPOSED PATH
 - 90. PROPOSED STAIR
 - 91. PROPOSED RAMP
 - 92. PROPOSED ELEVATOR
 - 93. PROPOSED ESCALATOR
 - 94. PROPOSED MECHANICAL ROOM
 - 95. PROPOSED ELECTRICAL ROOM
 - 96. PROPOSED TELEPHONE ROOM
 - 97. PROPOSED JANETRY
 - 98. PROPOSED STORAGE ROOM
 - 99. PROPOSED OFFICE
 - 100. PROPOSED CONFERENCE ROOM

PREPARED BY: ROSENBERG ASSOCIATES, INC.
DESIGNED BY: JAMES HANCOCK, P.E.
DATE: 10/15/2008
PROJECT: RESORT VACATION VILLAS AT BCC
LOCATION: 100 EAST 100 SOUTH, SUITE 200, SALT LAKE CITY, UTAH 84143
SCALE: 1" = 100'-0"

PRELIMINARY PLAT
FOR
RESORT VACATION VILLAS AT BCC
ST. GEORGE, UTAH

ROSENBERG ASSOCIATES
 ENGINEERS ARCHITECTS PLANNERS

DATE: 10/15/2008
 DRAWN BY: JH
 CHECKED BY: JH
 PROJECT NO: 08-001

PCR ITEM 4C

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

PRELIMINARY PLAT
Maple Estates Phase 2-4
Case No. 2016-PP-020

Request: To approve a preliminary plat for a fifty-eight (58) lot residential subdivision

Location: The site is located on the east side of Copper Cliff Drive, formerly 3000 east, and between Banded Hills Drive and Maple Mountain Drive

Property: 29.52 acres

Number of Lots: 58

Density: 2.0 du/ac

Zoning: R-1-10

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

General Plan: LDR (Low Density Residential)

Applicant: Development Solutions Group

Representative: Steve Kamlowky

Comments:

1. Double Fronting Lots

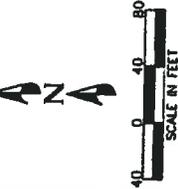
The proposed lots along Copper Cliff Drive, formerly 3000 East, will be double fronting lots which will require a 10-foot landscape strip and a 6-foot privacy wall. There is significant grade change between these lots and Copper Cliff Drive. The developer is proposing to dedicate a larger landscape strip to the City to take up the change in elevation. The width of the proposed landscape strip will vary in width from approximately 50 feet to 10 feet.

2. Drainage

Developer is proposing to dedicate areas to the City to allow drainage from the adjacent hillside to drain to the proposed cul-de-sacs.

3. Open Space

Developer is proposing to dedicate open space area to the City which is not wide enough to be developed.



- LEGEND**
- SUBMITTAL BOUNDARY
 - EXISTING CURB & GUTTER
 - PROPOSED CURB & GUTTER
 - STREET CENTERLINE
 - PROPOSED INTERLUM
 - PROPOSED WELLS LINE
 - PROPOSED STORM DRAINAGE
 - PROPOSED FIRE HYDRANT
 - WATER VALVE
 - STORM MANHOLE
 - CATCH BASIN

SITE DATA:

SCALE: 1" = 40'

DATE: 05/15/2018

PROJECT: MAPLE MOUNTAIN DRIVE

BENCHMARK:

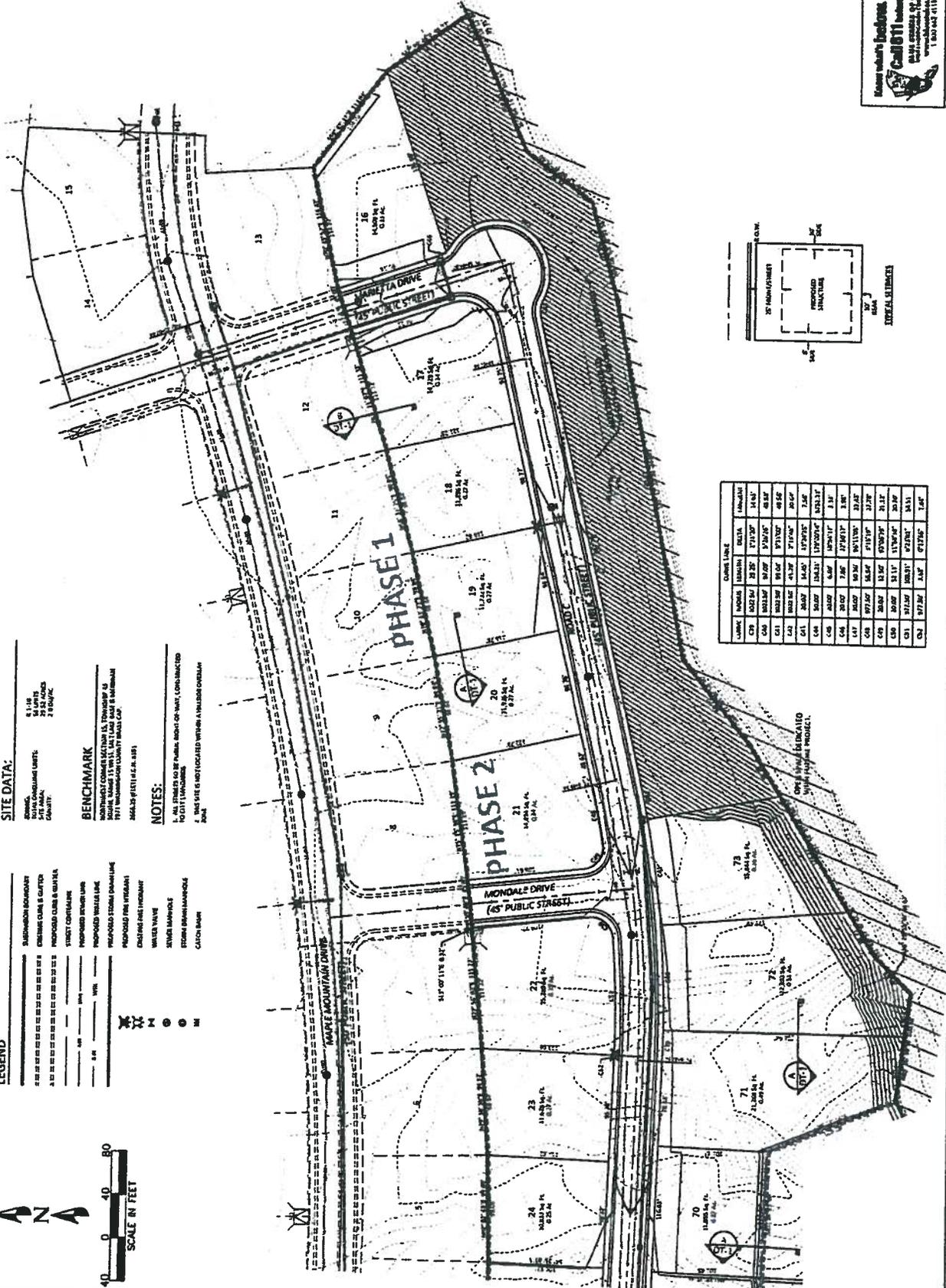
MARKER: 15 (15' x 15' x 15')

COORDINATES: 15 15 15

NOTES:

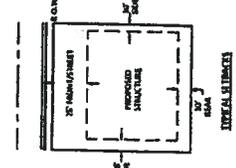
1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

2. THIS SITE IS NOT LOCATED WITHIN A FLOOD HAZARD AREA.



INDEXED LOT TABLE

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
11	11,234	0.258
12	11,234	0.258
13	11,234	0.258
14	11,234	0.258
15	11,234	0.258
16	11,234	0.258
17	11,234	0.258
18	11,234	0.258
19	11,234	0.258
20	11,234	0.258
21	11,234	0.258
22	11,234	0.258
23	11,234	0.258
24	11,234	0.258
25	11,234	0.258
26	11,234	0.258
27	11,234	0.258
28	11,234	0.258
29	11,234	0.258
30	11,234	0.258
31	11,234	0.258



Maple Estates

Call 877-877-8777

www.mapleestates.com

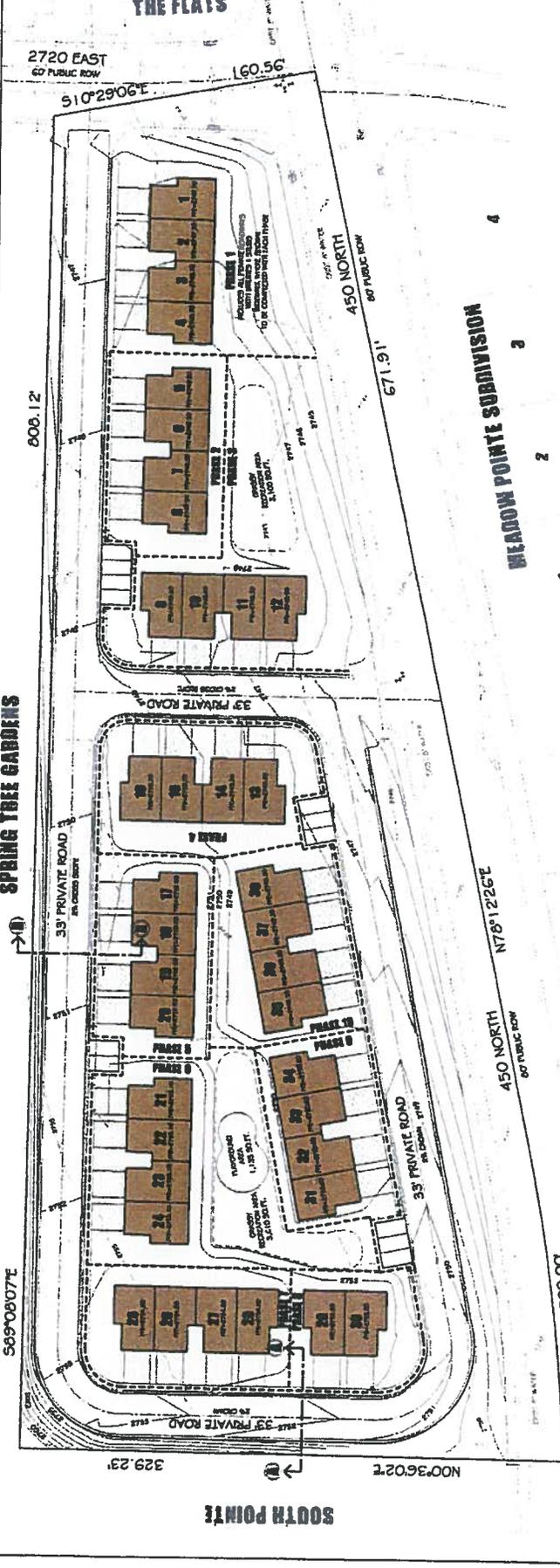
PCR ITEM 4D

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

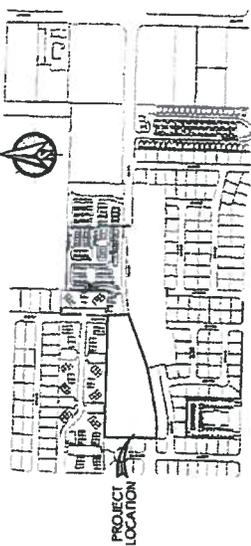
PRELIMINARY PLAT
Residences at Four Fifty
Case No. 2016-PP-021

- Request:** To approve a preliminary plat for a thirty eight (38) pad residential subdivision
- Location:** The site is located along at the northwest corner of the intersection of 450 North and 2720 East.
- Property:** 4.78 acres
- Number of Lots:** 38
- Density:** 7.95 du/ac
- Zoning:** PD-R
- Adjacent zones:** This plat is surrounded by the following zones:
North – R-3
South – R-1-7
East – R-3
West – R-1-7
- General Plan:** MDR (Medium Density Residential)
- Applicant:** Dixie Endeavors LLC
- Representative:** Dave Nasal
- Comments:**
1. The developer is requesting private roads.
 2. Bond for the first recreation area must be submitted with phase one
 3. Bond for the second recreation area must be submitted with phase four



PRELIMINARY PLAT RESIDENCES AT FOUR FIFTY

OWNER & DEVELOPER:
DIRE ELEVATOR LLC
14331 705 4474
CONTACT: DAVID BUSH



VICINITY MAP

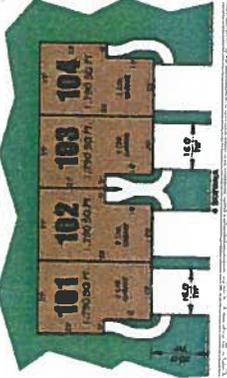
SITE DATA

- 1) CURRENT ZONING - TO
 - 2) GENERAL PLAN - MEDIUM DENSITY RESIDENTIAL
 - 3) TOTAL AREA SQUARE FOOTAGE - 208,911 SQ. FT. / 4.76 ACRES - 100%
 - 4) OVERALL DENSITY - 34,000 SQ. FT. / 0.78 ACRES - 16.3%
 - 5) OVERALL ROADWAY AREA - 85,135 SQ. FT. / 2.05 ACRES - 42.5%
 - 6) OVERALL IMPROVED AREA (DRIVEWAYS & PARKING) - 14,104 SQ. FT. / 0.32 ACRES - 6.7%
 - 7) OVERALL LANDSCAPING AREA - 70,545 SQ. FT. / 1.63 ACRES - 34.1%
 - 8) RECREATION AREA - 7,600 SQ. FT. / 0.17 ACRES - 3.6%
 - 9) DENSITY - 7.95 UNITS PER ACRE / TOTAL UNITS - 36
 - 10) BUILDING HEIGHT - UP TO 35' MAXIMUM
 - 11) GUEST PARKING - 1 SPACE / EVERY 3 UNITS PROVIDED
- PROPERTY ADDRESS - 450 NORTH 51 & 2720 EAST
ST. GEORGE, UTAH 84790

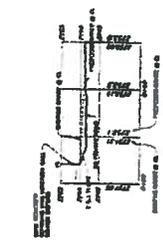
LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

KENNY ESTATES



TYPICAL UNIT



SECTION A-A



SECTION B-B

SPRING TREE GARDENS

SOUTH POINTE



PCR ITEM 4E

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

PRELIMINARY PLAT

The Lofts

Case No. 2016-PP-022

Request: To approve a preliminary plat for a forty-six (46) pad residential subdivision

Location: The site is located at the north end of 1790 West off of Plantations Drive in the Green Valley area.

Property: 7.45 acres

Number of Pads: 46

Density: 6.17 du/ac

Zoning: PD-R

Adjacent zones: This plat is surrounded by PD-R zone as it is part of the overall Green Valley PD.

General Plan: MDR (Medium Density Residential)

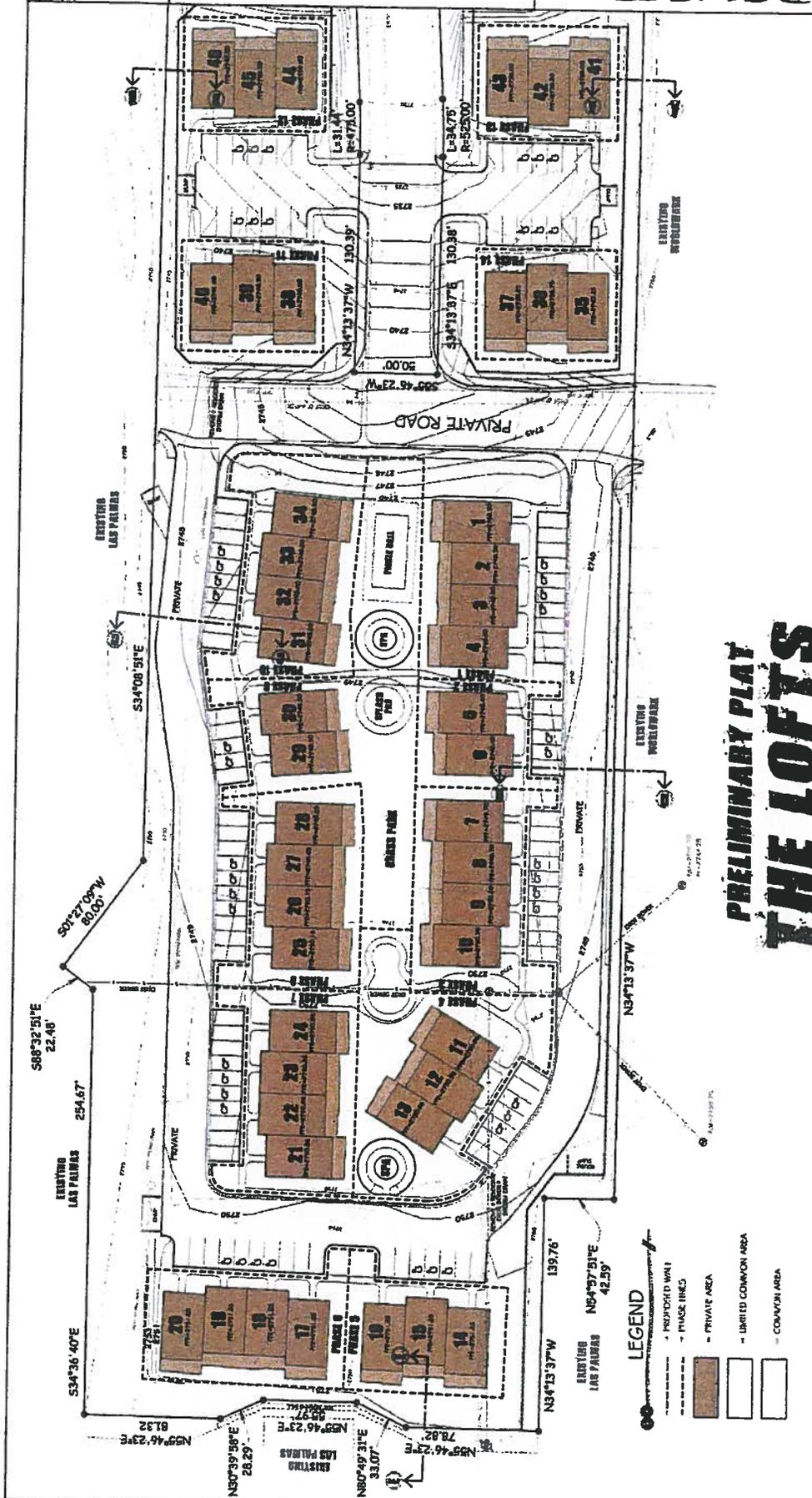
Applicant: Smoothie Kings Holdings, LLC

Representative: Dave Nasal

Comments: The recreation area must be built with the first phase



PRELIMINARY PLAN
 THE LOFTS
 1750 WEST ST & PRIVATE ROAD
 ST. GEORGE, UTAH 84770



Call before you Dig
 800-4-A-DIG
 1-800-4-A-DIG

PRELIMINARY PLAN THE LOFTS

PROPERTY INFO

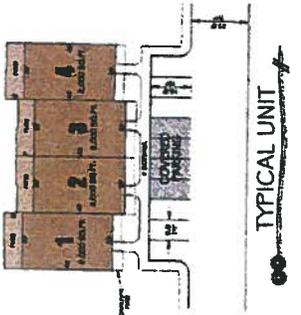
PROPERTY ADDRESS = 1750 WEST ST, PRIVATE ROAD, ST. GEORGE, UTAH 84770
 CIVIL ENGINEERS:
 PREMIER DESIGN & ENGINEERING
 775 EAST 100 NORTH
 ST. GEORGE, UTAH 84770
 (435) 313-2857
 CONTRACTOR: MHC FORMER / ERIC MCINTYRE
 OWNER: DEVELOPERS
 SUBCONTRACTOR: MHC FORMER / ERIC MCINTYRE
 1173 SOUTH 200 WEST
 ST. GEORGE, UTAH 84770
 (435) 705-4274
 CONTACT: DAVID MOON

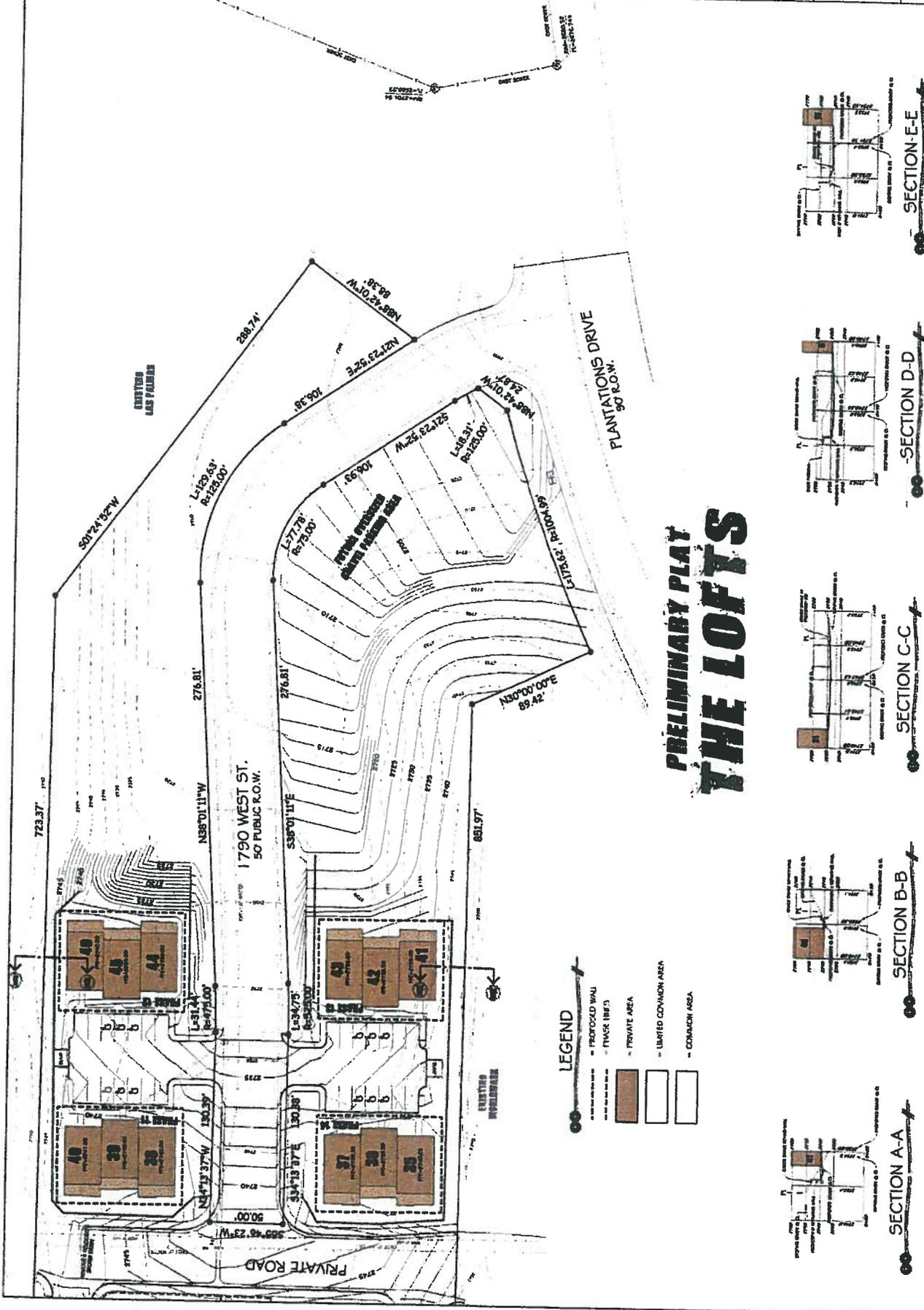
SITE DATA

- 1) CURBLINE ZONING = TD & (SUB) TERRA TERRAZAS ALIGNED PD
- 2) GENERAL PLAN = HIGH DENSITY RESIDENTIAL
- 3) TOTAL AREA SQUARE FOOTAGE = 324,558 SQ. FT. / 7.45 ACRES = 100%
- 4) OVERALL BUILDING AREA = 46,000 SQ. FT. / 1.06 ACRES = 14.2%
- 5) OVERALL IMPAVED AREA (PARKING, DRIVEWAYS, PATIOS, TERRAZAS) = 100,331 SQ. FT. / 2.31 ACRES = 31.0%
- 6) OVERALL LANDSCAPING AREA (OPEN SPACE) = 178,027 SQ. FT. / 4.08 ACRES = 54.8%
- 7) IRREGULAR AREA = 5,200 SQ. FT. REQUIRED / 15,065 SQ. FT. PROVIDED
- 8) UTILITY = 6.17 UNITS PER ACRE * TOTAL UNITS = 4E
- 9) BUILDING HEIGHT = 19' TO 35' MAXIMUM
- 10) PARKING REQUIRED = 2 SPACES PER UNIT = 92 SPACES REQUIRED / 92 SPACES PROVIDED
- 11) GARAGE PARKING REQUIRED = 1 SPACE / 3 UNITS = 16 SPACES REQUIRED / 20 SPACES PROVIDED
- 12) ADDITIONAL FUTURE SPACE OVERSIZED PARKING

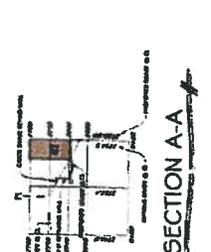
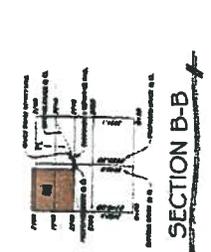
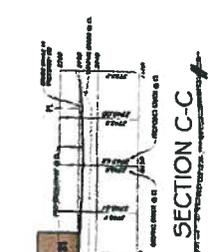
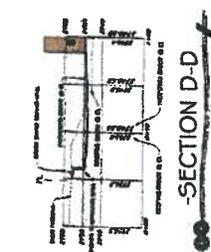
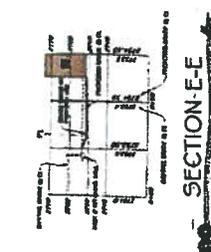
LEGEND

- PROPOSED WALL
- EXISTING WALL
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA





PRELIMINARY PLAT THE LOFTS



PCR ITEM 4F

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL MEETING: 07/21/2016

PRELIMINARY PLAT
Grand Heights
Case No. 2016-PP-019

Request: To approve a preliminary plat for a sixty six (66) lot residential subdivision

Location: The site is located along the east side of Cottonwood Springs Drive at the intersection of Cottonwood Springs Drive and Red Rock Drive in the Middleton area.

Property: Approximately 39.2 acres

Number of Lots: 66

Density: Approximately 1.7 du/ac

Zoning: R-1-10

Adjacent zones: This plat is surrounded by the following zones:
North – Open Space
South – Open Space and M-1
East – Open Space
West – M-1

General Plan: LDR (Low Density Residential)

Applicant: EDR Holdings

Representative: Myrna Stout

Comments:

1. There will be a 50-foot ridgeline setback along the east and south ridgeline for lots 4-9 and 57-66. The setback area will be a no build/no disturb area but will be included as part of each lot.
2. Lot 29 has an existing rock outcropping which will be a no disturb area on lot 29 to protect the rock outcropping.

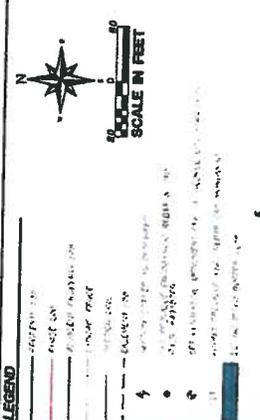
DATE	11/11/11
BY	W. J. BROWN
CHECKED BY	W. J. BROWN
SCALE	AS SHOWN

PROVALVE ENGINEERING, INC.
 1000 S. 1000 W. SUITE 100
 ST. GEORGE, UTAH 84770
 PHONE: 435-633-1111
 FAX: 435-633-1112
 WWW: WWW.PROVALVE.COM



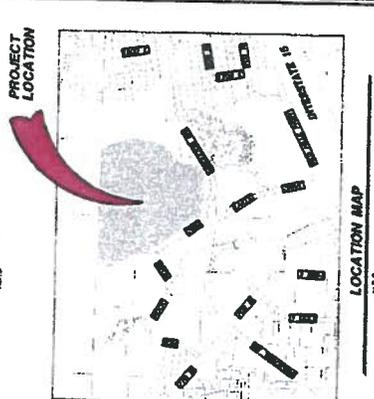
TELEMARKET PLAT FOR
 GRAND HEIGHTS
 LOCATED IN ST. GEORGE, UTAH

DATE: 11/11/11
 SHEET NO.: 1 OF 1
 PROJECT NO.: 11111

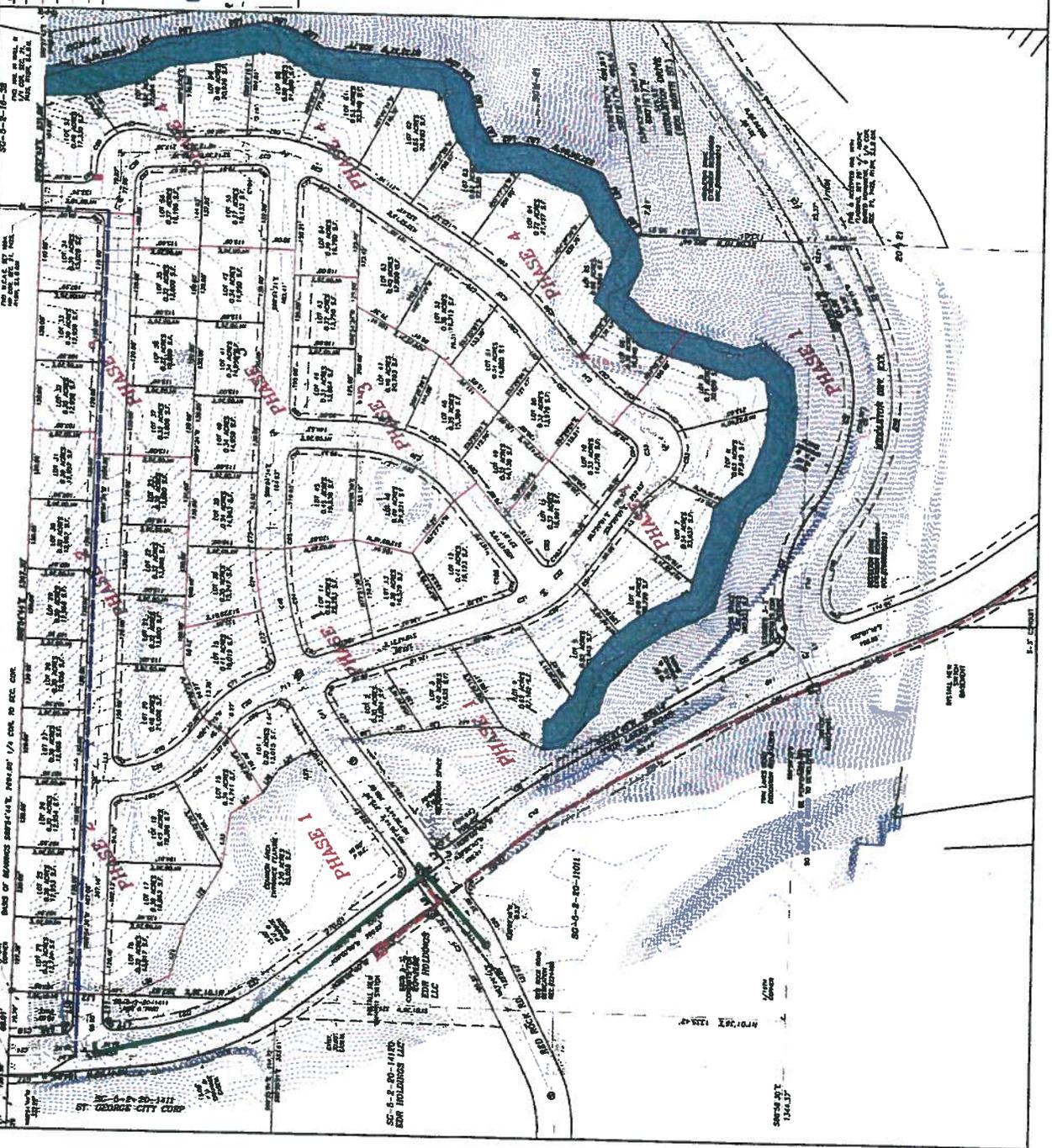


MARK	LOCAL	COLLECTOR	EMPHASIS	MAJOR	ARTERIAL	MAJOR	ARTERIAL
1	1"	2"	3"	4"	5"	6"	7"
2	1"	2"	3"	4"	5"	6"	7"
3	1"	2"	3"	4"	5"	6"	7"
4	1"	2"	3"	4"	5"	6"	7"
5	1"	2"	3"	4"	5"	6"	7"
6	1"	2"	3"	4"	5"	6"	7"
7	1"	2"	3"	4"	5"	6"	7"

STANDARD ROAD CROSS SECTIONS
 PROJECT LOCATION



LOCATION MAP
 PRELIMINARY PLAT OF:
GRAND HEIGHTS
 LOCATED IN SECTIONS 20 & 21 T12S R10E S12AR
 ST. GEORGE CITY, WASHINGTON COUNTY, UTAH



ST. GEORGE CITY COM.
 SC-8-2-20-1111
 11/11/11

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

Date Submitted 2016-07-15 12:25:15**Applicant** Matt Glendenning**Quick Title** Sale of City Property**Subject** Consider the sale of City property to Mr. Glendenning in front of his property on 250 North, property that was part of the original public roadway.**Discussion** The City has vacated a strip of original public roadway in front of Mr. Glendenning's lot along 250 North St. at approximately 60 East. Mr. Glendenning will purchase the strip from the City for \$1.50 a square foot. The strip is approximately 20' by 132'.**Cost** \$0.00**City Manager
Recommendation****Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal
Department?****Approved in Budget?** **Amount:****Additional Comments** The property will be sold pursuant to a purchase and sale agreement, and the City will transfer it to Mr. Glendenning by Quit Claim Deed.

PURCHASE AND SALE AGREEMENT
(from City to Glendenning)

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2016, (the "Effective Date"), by and between CITY OF ST. GEORGE, a Utah municipal corporation ("Seller"), and Matt Glendenning, ("Buyer").

RECITALS

- A. Seller is the owner of certain real property located in St. George, Washington County, State of Utah.
- B. Buyer desires to purchase from Seller a certain portion of the Seller's Property in fee, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").
- C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property.

AGREEMENT

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

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:
- 1.1. Agreement – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.
- 1.2. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.
- 1.3. Closing – The closing and consummation of the Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Quit Claim Deed.
- 1.4. Funds – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

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

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

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

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

4. PURCHASE PRICE. The purchase price and consideration (the “Purchase Price”) to be paid for the Property shall be THREE THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS (\$3,960.00).

5. CLOSING.

5.1. Time and Place. The Closing for the Transaction shall take place in the office of the Seller on or before the 16th day of September, 2016, the Closing Date.

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

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

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

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

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

5.3.2. Such other funds, instruments and documents as may be reasonably requested by Seller or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld), including, but not limited to, appropriate Quit Claim Deeds to merge this Property with the adjacent properties and lots.

5.4. Prorations and Closing Costs.

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

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

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

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

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

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

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

6. "AS IS" PURCHASE.

6.1. Disclaimer. Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property. Without limiting the generality of

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

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

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

8. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

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

SELLER: City of St. George
 175 East 200 North
 St. George, UT 84770
 Attn: City Attorney's Office
 Phone: (435) 627-4606
 Email: diana.hamblin@sgcity.org

BUYER: Matthew Glendenning
 144 East 2580 South, Suite A
 St. George, Utah 84790
 Phone: (435) 668-1994
 Email: matt@g-companies.com

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

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

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

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

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

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

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

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

17. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties

hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

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

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

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

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

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

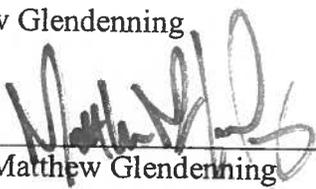
23. TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

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

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

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

BUYER:
Matthew Glendenning

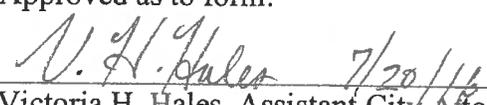
By: 
Name: Matthew Glendenning

By: _____
Name: Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

 7/20/16

Victoria H. Hales, Assistant City Attorney

PURCHASE AND SALE AGREEMENT
EXHIBIT A

(Legal Description of the Property)
SG-PL

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

DESCRIPTION:

PART OF 250 NORTH STREET BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 2, PLAT 'D' OF THE ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 1°35'02" EAST 20.00 FEET; THENCE SOUTH 88°24'58" EAST 132.00 FEET ALONG THE NEW SOUTH RIGHT OF WAY LINE OF 250 NORTH STREET; THENCE SOUTH 1°35'02" WEST 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE NORTH 88°24'58" WEST 132.00 FEET TO THE POINT OF BEGINNING.

PURCHASE AND SALE AGREEMENT
EXHIBIT B

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

Tax ID: SG-PL

QUITCLAIM DEED

The City of St. George, a Utah municipal corporation, Grantor of St. George, County of Washington, State of Utah, , hereby QUITCLAIMS to Matthew Glendenning, an individual, for the sum of TEN and no/100 Dollars, the following described tract of land in Washington County, State of Utah:

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

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

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ____ day of _____, 2016.

CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

On the ____ day of _____, 2016, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

Notary Public

PURCHASE AND SALE AGREEMENT
EXHIBIT B

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Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

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**QUIT CLAIM DEED
EXHIBIT A**

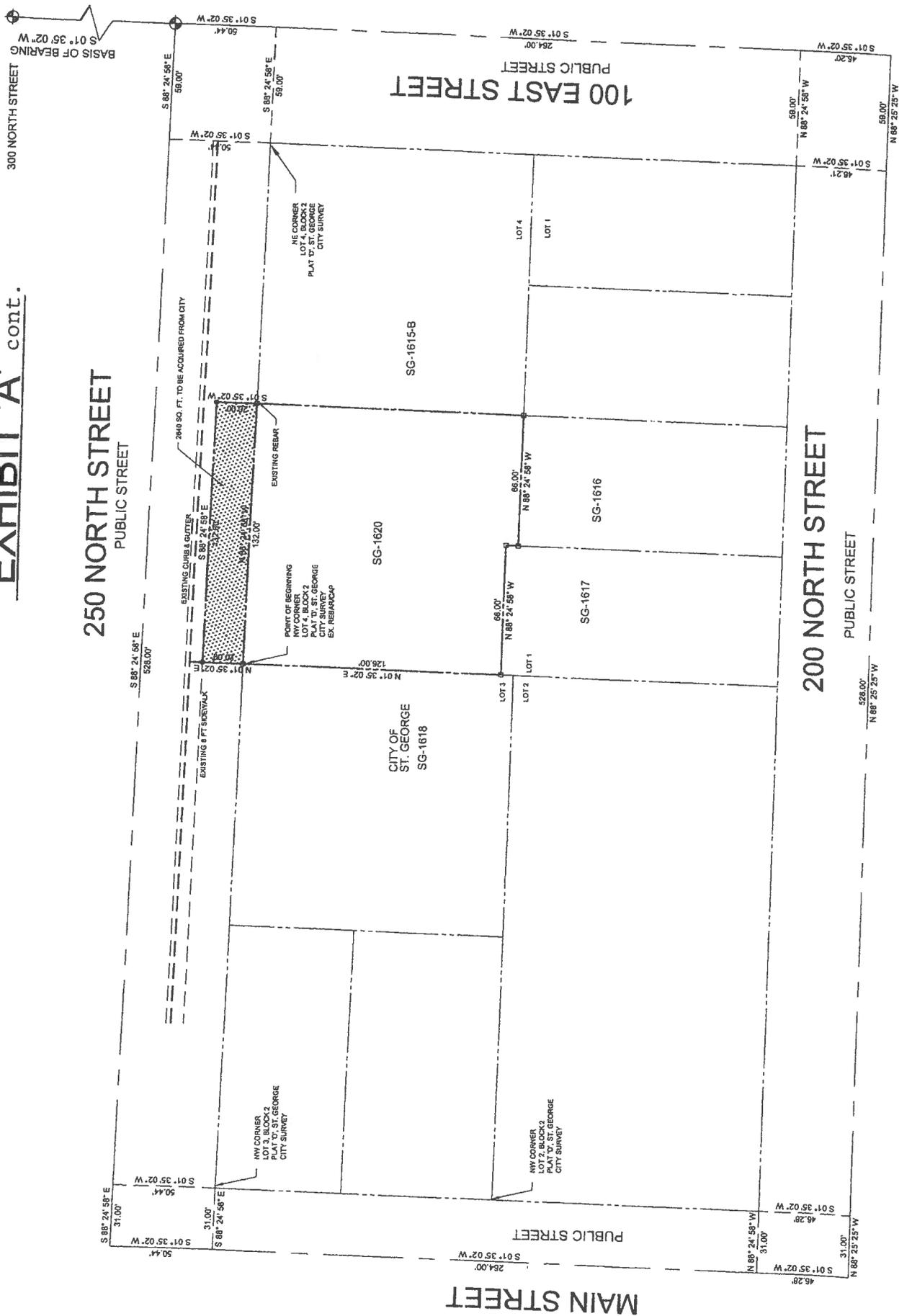
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EXHIBIT 'A' cont.



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Attn: Legal Dept.
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St. George, Utah 84770

Tax ID: SG-PL

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IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ___ day of _____, 2016.

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Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

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**QUIT CLAIM DEED
EXHIBIT A**

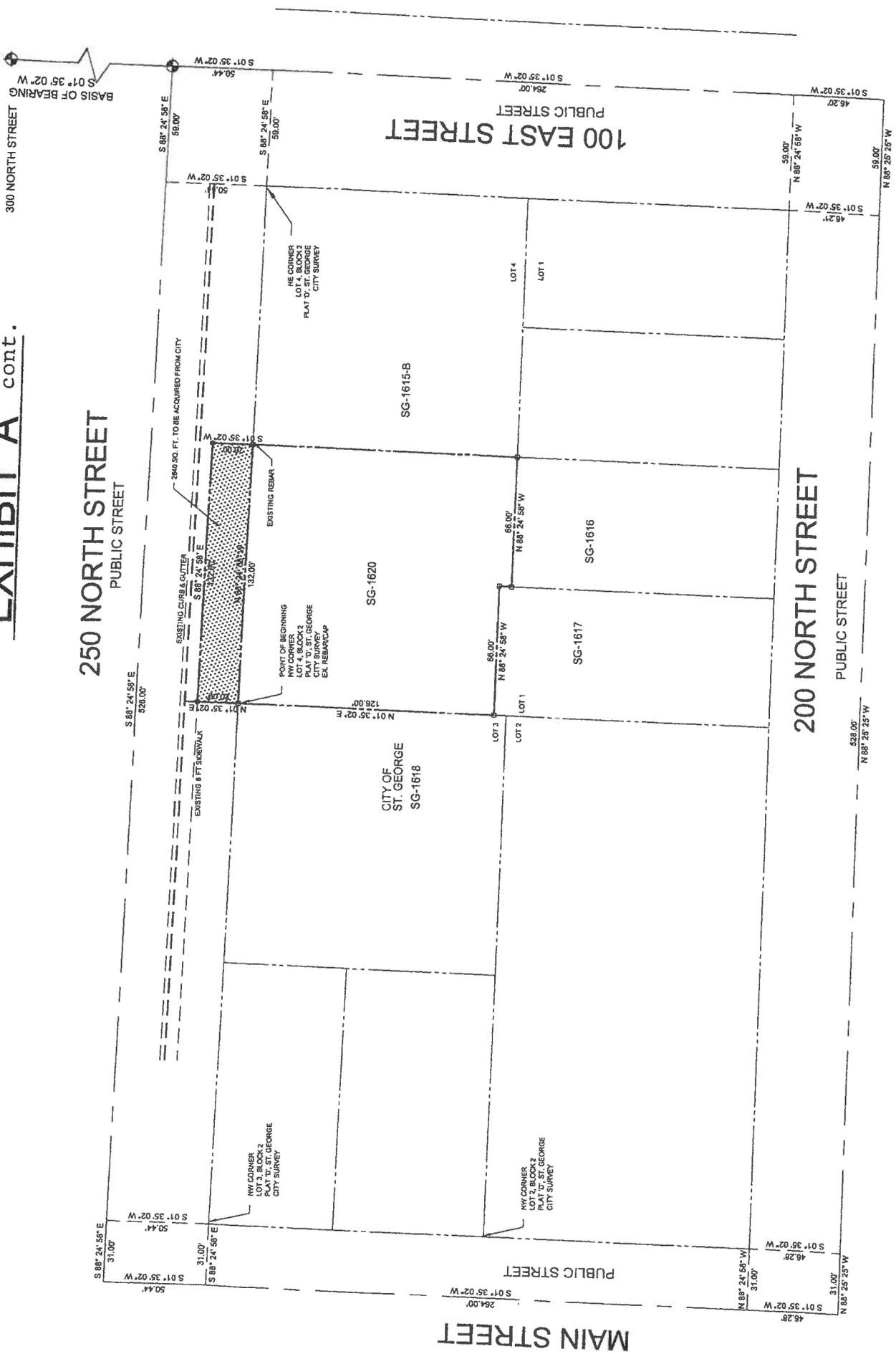
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EXHIBIT 'A' cont.



MAIN STREET

250 NORTH STREET
PUBLIC STREET

200 NORTH STREET
PUBLIC STREET

100 EAST STREET
PUBLIC STREET

300 NORTH STREET

SG-1615-B

SG-1620

SG-1617

SG-1616

CITY OF
ST. GEORGE
SG-1618

NE CORNER
LOT 3, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY

NE CORNER
LOT 2, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY

POINT OF BEGINNING
NE CORNER
LOT 4, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY
EX. REBAR/CAP

NE CORNER
LOT 4, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY

EXISTING CURB & GUTTER
260 SQ. FT. TO BE ACQUIRED FROM CITY

EXISTING 8 FT SIDEWALK

EXISTING REBAR

BASIS OF BEARING
S 01° 35' 02" W

S 01° 35' 02" W

S 01° 35' 02" W

S 88° 24' 58" E
S 01° 35' 02" W

N 88° 24' 58" W
S 01° 35' 02" W

S 88° 24' 58" E
S 01° 35' 02" W

N 88° 24' 58" W
N 01° 35' 02" E

N 88° 25' 25" W
S 01° 35' 02" W

S 88° 24' 58" E
S 01° 35' 02" W

S 01° 35' 02" W
S 88° 24' 58" E

S 01° 35' 02" W
N 88° 24' 58" W

S 01° 35' 02" W
N 88° 25' 25" W

S 88° 24' 58" E
S 01° 35' 02" W

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S 01° 35' 02" W

N 88° 24' 58" W
N 01° 35' 02" E

N 88° 25' 25" W
S 01° 35' 02" W

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N 88° 24' 58" W

S 01° 35' 02" W
N 88° 25' 25" W