

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

Date Submitted 2016-07-27 08:34:17

Applicant Rich Stehmeier

Quick Title Award of Bid - Airport Snow Removal Equipment

Subject Award of bid to M-B Companies, Inc. for snow removal equipment at the airport in the amount of \$497,179.00.

Discussion Four bid proposals were received by the City of St. George for the Snow Removal Equipment at the airport. After review of the bids, it was determined that the responsive and complete bid was from M-B Companies, Inc. as recommended by the consultant and FAA concurrence. The FAA is funding approx. 90% of the equipment purchase. Once the grant paperwork is issued, the exact amount will be known.

Cost \$479,179.00

City Manager Recommendation Recommend approval even though the equipment will not be used very often it is necessary to keep all our certifications and the FAA is paying 90% of the cost.

Action Taken

Requested by Cameron Cutler

File Attachments [Award_SGU-26-SRE.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Award_SGU-26-SRE.pdf](#)

1190 **NOTICE OF AWARD**

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TO: M-B Companies, Inc. _____ DATE: _____
1200 Park Street _____
Chilton, WI 53014 _____

the City of St. George, having considered the Contract Proposals submitted for improvements to the St. George Regional Airport, AIP Project No. 3-49-0060-026-2016, and it appearing that your Contract Proposal of Four Hundred Ninety-Seven Thousand One Hundred Seventy-Nine Dollars (\$497,179.00) for SRE Procurement is fair, equitable and in the best interest of the the City of St. George and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Owner.

This Award is subject to the concurrence of the Federal Aviation Administration.

the City of St. George
St. George, Utah

By: _____
Contract Authorized Representative

Name and Title

Date



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
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Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

2A

July 20, 2016

Rich Stehmeier
St. George Regional Airport
4508 South Airport Parkway
St. George, Utah 84790

St. George Regional Airport
St. George, Utah
AIP: 3-49-0060-026-2016
Concurrence in Award

Dear Mr. Stehmeier:

I have reviewed the bid documents, and concur with your recommendation to award to M-B Companies, Inc, in the amount of \$497,179. Furthermore, I accept your statement that the cost is reasonable based on the price/cost analysis performed by you or your consultant. Please maintain a copy of your price/cost analysis for future audit purposes.

You are reminded that your Disadvantage Business Enterprise (DBE) Accomplishments reports are due annually by December 1 for the previous Fiscal Year. Details regarding the Federal Aviation Administration (FAA) Airport DBE Program can be found at the address below:

http://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/

FAA regulations require the sponsor certify that adequate construction supervision and inspection have been arranged. Also, the sponsor ensures that construction conforms to the approved plans and specifications.

Please provide me with the following documents:

1. One copy of the executed contract.
2. A copy of the Notice to Proceed so we will be aware of the beginning construction date. This should be provided only after the sponsor determines that all necessary contracts, bonds, certificates of insurance, etc., are satisfactory, so that a Notice to Proceed may be issued to the contractor.

A preconstruction conference should be scheduled after the contract is awarded. Please inform us of the time and place of this meeting. The contractor's construction schedule and the overall project should be discussed. We will attempt to attend this meeting, however, in the event that we cannot attend the meeting, please include the FAA preconstruction guidance package, in the agenda for your preconstruction meeting. This information can be found in Advisory Circular 150/5300-9. Please provide us with a copy of the minutes of the meeting and a list of those in attendance.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
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Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

Federal participation is contingent upon construction conforming to the approved plans and specifications. To accomplish this, your resident engineer and inspectors must be familiar with the specification requirements and perform testing as required.

Copies of all test results should be available, during construction, at the job site for our review. In addition, Construction Progress and Inspection Reports, using FAA Form 5370-1 must be submitted on a weekly basis during construction.

Changes to the plans and specifications should be made by change order or supplemental agreement. Approval by the FAA should be obtained prior to performing the work to be eligible for participation.

Complete a Strategic Events Submission Form and forward to the appropriate FAA Air Traffic Organization (ATO) Planning & Requirements office for any project that requires temporary shutdown of a facility.

If you have questions regarding your responsibilities during construction, please call me at (303)-342-1280.

Sincerely,

Tiffany Brown,
Airport Engineer, DEN-615
Denver ADO

July 19, 2016

Richard Stehmeier
St. George Regional Airport
4508 S Airport Parkway
St. George, UT 84790

RE: St. George Regional Airport, AIP No. 3-49-0060-026-2016
Procurement of Snow Removal Equipment (SRE)
Consisting of an 18 ft Power Broom with 4x4 Chassis and All-Wheel Steering

Rich:

Bid proposals for the above referenced project were received on June 14, 2016, at the St. George City Offices and opened by personnel from the purchasing department. The bid advertisement was published in the Spectrum newspaper on May 26, June 1, and June 8, 2016. A total of five manufacturers submitted formal bids.

Shortly after the bid opening, our office checked the required items in the proposals (listed below), and finding these items to be submitted correctly, we issued the bid summary (attached):

- Bid Proposal,
- Addendum,
- Bid Bond,
- Contractor Information,
- Subcontractor List, and
- Buy American Certificate.

In addition to the required items listed above, the proposals included a significant amount of additional documentation including Buy American waiver requests, manufacturer specifications, component certifications, references, and warranty information. As you know, over the past few weeks this additional documentation has been extensively evaluated by both the Airport and Jviation beginning with the apparent low bidder. The following paragraphs detail the findings and recommendations of this evaluation listed in the order that the evaluations were conducted starting with the apparent low bidder.

J.A. Larue, Inc.

J.A. Larue, Inc. (Larue) submitted a Type 3 Waiver request to the Buy American Preferences, which requires that the cost of components produced in the United States is more than 60% of the cost of all components of the item, and that final assembly occurs within the United States. The instruction for a Type 3 Waiver defines components as, “the material and products directly incorporated into the ‘vehicle’ at the place of final assembly.”

Larue certified that 64.83% of the cost of components would be produced in the United States and that final assembly would occur in Harrisville, New York. Larue’s final assembly consisted of adding fuel components and hydraulic hoses, finishing body parts such as grab handles, railings and mud flaps, and other finish items. However, if New York is the final assembly place, then despite using parts sourced from the United States in assembling the base vehicle, the substantially completed vehicle becomes one imported component when it crosses from Canada to New York for final assembly, and the 60% requirement is not met.

Because Larue's Type 3 Waiver request did not meet the requirements of Title 49 U.S.C. Section 50101, their proposal was dropped from consideration.

Kodiak America LLC

Kodiak America LLC (Kodiak) submitted a proposal, and their equipment is included on the current FAA Nationwide Buy American Waivers Issued listing, which meets the requirements of the Buy American Preference.

Because airport personnel did not have prior experience working with Kodiak equipment, the airport manager contacted the references listed in Kodiak's proposal to determine the level of satisfaction with operability, dependability and customer service that current Kodiak clients were experiencing. The feedback from this due diligence effort was consistently negative, with customers citing:

- Frequent and expensive maintenance costs due to poor durability of front end components.
- Extended down time due to slow maintenance response.
- General dissatisfaction with performance and usability of the equipment and an indication that they would go with a different manufacturer if they were to purchase another piece of equipment.

Due to the negative feedback from references, Kodiak's proposal was dropped from further consideration.

Wausau Equipment Company, Inc.

Wausau Equipment Company, Inc. (Wausau) submitted a Type 3 Waiver request to the Buy American Preferences. Wausau certified that 95% of the cost of components would be produced in the United States and that final assembly would occur in Fond du Lac, Wisconsin. Wausau's Type 3 Waiver request meets the requirements of Title 49 U.S.C. Section 50101.

The airport manager contacted the references listed in Wausau's proposal to determine their level of satisfaction with operability, dependability and customer service. The feedback from this due diligence effort was generally good, with customers citing:

- Satisfaction with the operability and durability of the equipment.
- Customer service is good but slow with down times of up to 120 days.
- They do not have a complete service manual.
- Lack of an air-conditioner makes dry sweeping in summer uncomfortable.
- Overall a good piece of equipment.

The feedback from references was good enough to warrant a thorough review of Wausau's proposal to determine if their equipment met the requirements of the Contract Documents.

Rather than indicating that they would meet the requirements of the Contract Documents, Wausau included their proprietary specifications with the bid proposal. The review of the Wausau submittal revealed a number of deficiencies compared to the requirements of the Contract Documents. The major deficiencies are listed below:

- The proposed rear axle is rated at 23,000 lb, but the specification calls for a 26,000 lb axle.
- The proposed chassis engine is rated at 330 hp at 2,100 rpm, but the specification calls for 385 hp.
- The proposed auxiliary engine is rated at 460 hp, but the specification calls for 475 hp.
- The proposal states that the equipment could be used at speeds up to 30 mph, but the specification calls for 40 mph while removing snow.
- The proposed transfer case is dual speed, but the proposal does not indicate that the vehicle can operate smoothly from 0-40 without changing transfer case speed as the specification requires.

- The proposal includes an all-wheel steering system, but lacks several of the operator assist features required by the specification including: auto-center feature for rear wheels, wheel position indicator, mode indicator, manager password.
- Automated windshield cleaning wiper sequence.
- Air-conditioning for summer time use, fresh-air intake or recirculate option.
- Working lights mounted under the engine enclosure hood.
- The proposal indicates that a laptop with software would be provided that would allow remote diagnostics of electrical and major components; the specification requires an LCD dash display with real-time onboard diagnostics of vehicle systems.
- The proposed broom is 18' 6", but the specification calls for an 18' overall width broom and indicates that a longer broom is unacceptable due to storage reasons.
- The proposal did not indicate that the broom would be attached with a detachable, weight transfer hitch system as required by the specification.
- The proposal does not indicate the following spares required by the specification: broom core wafer refill kit; caster wheel, tire, bearing and axle assembly.
- The AM/FM/CD Radio indicated in the proposal is not allowed on the vehicle.
- The proposal does not include the required Vehicle-mounted VHF Air Band Radio Transceiver.
- The proposal does not include the required Vehicle-dash mounted emergency radio.
- The proposal does not include the painted bumper stripes, reflective media on vehicle surface, or lettering and insignia required by the specification.
- The proposal does not indicate that a complete owner's manual identifying and referencing every part on the vehicle will be provided as required by the specification.

In addition to the deficiencies listed above, the proposal contains a number of other minor discrepancies between the proposed equipment and the requirements of the specifications.

Due to the significant number of deficiencies between the Wausau proposal and the specifications in the Contract Documents, Wausau's proposal was dropped from further consideration.

M-B Companies, Inc.

M-B Companies, Inc. (M-B) submitted a Type 3 Waiver request to the Buy American Preferences. M-B certified that 84.7% of the cost of components would be produced in the United States and that final assembly would occur in Chilton, Wisconsin. M-B's Type 3 Waiver request meets the requirements of Title 49 U.S.C. Section 50101.

The airport manager contacted the references listed in M-B's proposal to determine their level of satisfaction with operability, dependability and customer service. The feedback from this due diligence effort was very positive, and all of the references were happy with their equipment.

- Satisfaction with the operability and durability of the equipment.
- Customer service is good.
- Additionally, many of the references contacted for the other manufacturers had indicated that if they were to buy another piece of SRE, they would purchase M-B equipment.

Because of the good feedback from references M-B's proposal was carefully evaluated to determine if their equipment met the requirements of the Contract Documents.

M-B indicated in the cover letter to their proposal that they would provide equipment meeting the requirements of the specifications, and no exceptions to the requirements of the specifications were discovered in M-B's proposal.

Having carefully reviewed M-B's proposal, we found it to be responsive and complete, and the broom that they propose to deliver to the Airport appears to be of high quality and meeting all of the requirements of the specifications. As described under Basis of Award in the Contract Documents, "the Owner intends to award a contract...to the lowest, responsive, responsible bidder, whose offer, conforming to the solicitation, will be most advantageous to and in the best interest of, the Owner, cost or price and other factors considered." Considering all of the factors listed in the analysis above, M-B's proposal appears to be the most advantageous for the Airport because of price, usability, reliability and maintenance costs. We recommend awarding the contract to M-B Companies, Inc. in the amount of \$497,179.00.

After concurrence from Tiffany Brown, the FAA project manager, we will provide you with the Notice of Award and Contract forms to be executed by the City of St. George and M-B. If you have any questions, please contact me at (435)574-5311.

Sincerely,

JVIATION, INC.



Samuel Roth, P.E.
Project Manager

Enclosure

cc: Tiffany Brown, FAA

ST. GEORGE REGIONAL AIRPORT

ST. GEORGE, UTAH

AIP No. 3-49-0060-026-2016

BID OPENING

DATE: TUESDAY, JUNE 14, 2016

TIME: 2:00 P.M.

Schedule I - Snow Removal Equipment (SRE) Broom

BID SUMMARY ITEM	Engineer's Estimate	J.A. Larue, Inc.	Kodiak America LLC	Wausau Equipment Company, Inc.	M-B Companies, Inc.	Oshkosh Airport Products, LLC
Contract Proposal		X	X	X	X	X
Received Addendum 1		X	X	X	X	X
Bid Bond		X	X	X	X	X
Contractor Information		X	X	X	X	X
Subcontractor/Material Supplier List		X	X	X	X	X
Buy American Certificate		Waiver 3 Requested *	X	Waiver 3 Requested *	Waiver 3 Requested *	Waiver 3 Requested *
Schedule I Bid Proposal	\$ 520,000.00	\$ 437,024.00	\$ 458,800.00	\$ 478,116.00	\$ 497,179.00	\$ 524,557.00
TOTAL COST - ALL SCHEDULES	\$ 520,000.00	\$ 437,024.00	\$ 458,800.00	\$ 478,116.00	\$ 497,179.00	\$ 524,557.00

* Buy America Waiver Requested, pending approval of Owner and FAA.

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

Date Submitted 2016-07-26 12:10:27

Applicant Jeff Peay - Park Planning Manager

Quick Title Bid Award - St. James Park Restroom & Pavilion

Subject St. James Park

Discussion This project includes a restroom building, installation of 60 foot pavilion, pavilion foundation and concrete slab, site grading, concrete flatwork, utility extensions to the restroom and pavilion and other related work items. This project was advertised on July 3rd and 10th. The bid opening was on July 19, 2016. There were a total of three bids. The low bid was B. Hansen Construction, Inc. in the amount of \$279,300.00. Other bids included JMI Constructors \$293,492.53 and Progressive Contracting, Inc. \$358,075.08. It is proposed to award B. Hansen Construction, Inc. for the amount of \$279,300.00.

Cost \$279,300.00

City Manager Recommendation Part of the master plan for this large park area. This park will only gain in popularity especially in team sports. A restroom and pavilion is critical to increasing usage.

Action Taken

Requested by Jeff Peay - Park Pla

File Attachments [Bid Tab.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments A budget opening will be required for completion of the project. Bids and cost estimate came in higher than original preliminary budget allowed.

Attachments [Bid Tab.pdf](#)

BID TABULATION

ST. JAMES PARK RESTROOM & PAVILION PROJECT
INQUIRY NO. 16-0026

Bid Date: Tuesday, July 19, 2016; 2:00 p.m.

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		B. Hansen Construction		JMI Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LUMP	1	\$25,000.00	\$25,000.00	\$1,842.00	\$1,842.00	\$5,583.55	\$5,583.55
2	TRAFFIC CONTROL	LUMP	1	\$2,000.00	\$2,000.00	\$1,842.00	\$1,842.00	\$2,279.00	\$2,279.00
3	DUST CONTROL AND WATERING	LUMP	1	\$2,500.00	\$2,500.00	\$2,850.00	\$2,850.00	\$3,418.50	\$3,418.50
4	ENVIRONMENTAL PROTECTION	LUMP	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,367.40	\$1,367.40
5	SURVEY	LUMP	1	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$968.58	\$968.58
6	RESTROOM	LUMP	1	\$100,000.00	\$100,000.00	\$107,000.00	\$107,000.00	\$116,878.23	\$116,878.23
7	INSTALLATION OF 64' PAVILION	LUMP	1	\$35,000.00	\$35,000.00	\$24,000.00	\$24,000.00	\$37,229.74	\$37,229.74
8	PAVILION FOUNDATION (FOOTINGS)	LUMP	1	\$12,000.00	\$12,000.00	\$8,800.00	\$8,800.00	\$5,526.58	\$5,526.58
9	PAVILION LIGHTING/OUTLETS	LUMP	1	\$4,000.00	\$4,000.00	\$3,200.00	\$3,200.00	\$3,646.40	\$3,646.40
10	REMOVE BOLLARD	EACH	3	\$100.00	\$300.00	\$850.00	\$2,550.00	\$284.88	\$854.64
11	REMOVE CURB & GUTTER	FEET	20	\$20.00	\$400.00	\$15.00	\$300.00	\$17.09	\$341.80
12	REMOVE ASPHALT	SQ FT	1,500	\$1.00	\$1,500.00	\$1.05	\$1,575.00	\$1.14	\$1,710.00
13	RAISE IRRIGATION VALVE BOX	EACH	5	\$150.00	\$750.00	\$150.00	\$750.00	\$145.86	\$729.30
14	RAISE SPRINKLER	EACH	7	\$100.00	\$700.00	\$38.00	\$266.00	\$43.30	\$303.10
15	REPLACE 1" DRIPLINE	FEET	120	\$3.00	\$360.00	\$6.25	\$750.00	\$7.16	\$859.20
16	BORROW	TON	1,600	\$20.00	\$32,000.00	\$10.75	\$17,200.00	\$13.67	\$21,872.00
17	CURB & GUTTER TYPE HB30-7	FEET	20	\$25.00	\$500.00	\$28.00	\$560.00	\$20.51	\$410.20
18	CONCRETE FLATWORK (4" THICK)	SQ FT	2,800	\$4.00	\$11,200.00	\$5.25	\$14,700.00	\$5.41	\$15,148.00
19	CONCRETE FLATWORK (5" THICK PAVILION SLAB)	SQ FT	4,510	\$5.00	\$22,550.00	\$6.50	\$29,315.00	\$5.61	\$25,301.10
20	PEDESTRIAN ACCESS RAMP	EACH	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,250.51	\$2,250.51
21	PLANTER BOX	EACH	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,114.08	\$5,114.08
22	UNTREATED BASE COURSE (8" THICK)	SQ FT	1,600	\$0.75	\$1,200.00	\$1.25	\$2,000.00	\$1.08	\$1,728.00
23	HMA - 1/2 INCH (AC-20)	SQ FT	1,300	\$1.75	\$2,275.00	\$5.00	\$6,500.00	\$2.05	\$2,665.00
24	ASPHALT PATCHING	SQ FT	900	\$4.00	\$3,600.00	\$5.00	\$4,500.00	\$1.71	\$1,539.00
25	6 INCH WATERLINE	FEET	110	\$25.00	\$2,750.00	\$17.50	\$1,925.00	\$19.94	\$2,193.40
26	1 1/2 INCH WATERLINE	FEET	130	\$15.00	\$1,950.00	\$10.00	\$1,300.00	\$11.40	\$1,482.00
27	6 INCH X 6 INCH TEE	EACH	1	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$854.63	\$854.63
28	FIRE HYDRANT	EACH	1	\$3,500.00	\$3,500.00	\$4,400.00	\$4,400.00	\$4,558.00	\$4,558.00
29	3/4 INCH WATER SERVICE	EACH	1	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,139.50	\$1,139.50
30	6 INCH GATE VALVE	EACH	1	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$2,279.00	\$2,279.00
31	4 INCH SEWER LATERAL	FEET	200	\$20.00	\$4,000.00	\$16.00	\$3,200.00	\$17.09	\$3,418.00
32	4 INCH x 15 INCH SADDLE	EACH	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,139.50	\$1,139.50
33	4 INCH CLEANOUT	EACH	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$569.75	\$1,139.50
34	4 INCH PVC SLEEVE (SCH 40)	FEET	180	\$10.00	\$1,800.00	\$4.50	\$810.00	\$5.13	\$923.40
35	6 INCH PVC SLEEVE (SCH 40)	FEET	80	\$15.00	\$1,200.00	\$30.00	\$2,400.00	\$36.46	\$2,916.80
36	CONTRACTOR FURNISHED TOPSOIL	TON	350	\$20.00	\$7,000.00	\$22.50	\$7,875.00	\$25.07	\$8,774.50
37	DWARF TALL FESCUE SOD	SQ FT	6,200	\$1.00	\$6,200.00	\$0.50	\$3,100.00	\$0.59	\$3,658.00
38	RETRACTABLE BOLLARD	EACH	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,253.45	\$1,253.45
39	4 INCH YELLOW LINE	FEET	130	\$2.00	\$260.00	\$3.00	\$390.00	\$4.56	\$592.80
				Total Estimate:	\$305,995.00	Total Bid:	\$279,300.00	Total Bid:	\$294,046.39

BID TABULATION

**ST. JAMES PARK RESTROOM & PAVILION PROJECT
INQUIRY NO. 16-0026**

Bid Date: Tuesday, July 19, 2016; 2:00 p.m.

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		Progressive Contracting Inc		Amount	Unit Price	Amount
				Unit Price	Amount	Unit Price	Amount			
1	MOBILIZATION	LUMP	1	\$25,000.00	\$25,000.00	\$17,400.00	\$17,400.00	\$17,400.00	\$0.00	\$0.00
2	TRAFFIC CONTROL	LUMP	1	\$2,000.00	\$2,000.00	\$1,624.00	\$1,624.00	\$1,624.00	\$0.00	\$0.00
3	DUST CONTROL AND WATERING	LUMP	1	\$2,500.00	\$2,500.00	\$2,784.00	\$2,784.00	\$2,784.00	\$0.00	\$0.00
4	ENVIRONMENTAL PROTECTION	LUMP	1	\$2,500.00	\$2,500.00	\$1,740.00	\$1,740.00	\$1,740.00	\$0.00	\$0.00
5	SURVEY	LUMP	1	\$5,000.00	\$5,000.00	\$3,364.00	\$3,364.00	\$3,364.00	\$0.00	\$0.00
6	RESTROOM	LUMP	1	\$100,000.00	\$100,000.00	\$158,414.24	\$158,414.24	\$158,414.24	\$0.00	\$0.00
7	INSTALLATION OF 64' PAVILION	LUMP	1	\$35,000.00	\$35,000.00	\$37,319.52	\$37,319.52	\$37,319.52	\$0.00	\$0.00
8	PAVILION FOUNDATION (FOOTINGS)	LUMP	1	\$12,000.00	\$12,000.00	\$3,306.00	\$3,306.00	\$3,306.00	\$0.00	\$0.00
9	PAVILION LIGHTING/OUTLETS	LUMP	1	\$4,000.00	\$4,000.00	\$3,215.52	\$3,215.52	\$3,215.52	\$0.00	\$0.00
10	REMOVE BOLLARD	EACH	3	\$100.00	\$300.00	\$139.20	\$417.60	\$417.60	\$0.00	\$0.00
11	REMOVE CURB & GUTTER	FEET	20	\$20.00	\$400.00	\$11.60	\$232.00	\$232.00	\$0.00	\$0.00
12	REMOVE ASPHALT	SQ FT	1,500	\$1.00	\$1,500.00	\$2.12	\$3,180.00	\$3,180.00	\$0.00	\$0.00
13	RAISE IRRIGATION VALVE BOX	EACH	5	\$150.00	\$750.00	\$148.48	\$742.40	\$742.40	\$0.00	\$0.00
14	RAISE SPRINKLER	EACH	7	\$100.00	\$700.00	\$44.08	\$308.56	\$308.56	\$0.00	\$0.00
15	REPLACE 1" DRIPLINE	FEET	120	\$3.00	\$360.00	\$7.25	\$870.00	\$870.00	\$0.00	\$0.00
16	BORROW	TON	1,600	\$20.00	\$32,000.00	\$18.70	\$29,920.00	\$29,920.00	\$0.00	\$0.00
17	CURB & GUTTER TYPE HB30-7	FEET	20	\$25.00	\$500.00	\$15.52	\$310.40	\$310.40	\$0.00	\$0.00
18	CONCRETE FLATWORK (4" THICK)	SQ FT	2,800	\$4.00	\$11,200.00	\$4.49	\$12,572.00	\$12,572.00	\$0.00	\$0.00
19	CONCRETE FLATWORK (5" THICK PAVILION SLAB)	SQ FT	4,510	\$5.00	\$22,550.00	\$6.27	\$28,277.70	\$28,277.70	\$0.00	\$0.00
20	PEDESTRIAN ACCESS RAMP	EACH	1	\$2,500.00	\$2,500.00	\$1,568.90	\$1,568.90	\$1,568.90	\$0.00	\$0.00
21	PLANTER BOX	EACH	1	\$2,500.00	\$2,500.00	\$4,626.08	\$4,626.08	\$4,626.08	\$0.00	\$0.00
22	UNTREATED BASE COURSE (8" THICK)	SQ FT	1,600	\$0.75	\$1,200.00	\$1.08	\$1,728.00	\$1,728.00	\$0.00	\$0.00
23	HMA - 1/2 INCH (AC-20)	SQ FT	1,300	\$1.75	\$2,275.00	\$1.97	\$2,561.00	\$2,561.00	\$0.00	\$0.00
24	ASPHALT PATCHING	SQ FT	900	\$4.00	\$3,600.00	\$2.09	\$1,881.00	\$1,881.00	\$0.00	\$0.00
25	6 INCH WATERLINE	FEET	110	\$25.00	\$2,750.00	\$20.65	\$2,271.50	\$2,271.50	\$0.00	\$0.00
26	1 1/2 INCH WATERLINE	FEET	130	\$15.00	\$1,950.00	\$13.31	\$1,730.30	\$1,730.30	\$0.00	\$0.00
27	6 INCH X 6 INCH TEE	EACH	1	\$800.00	\$800.00	\$782.83	\$782.83	\$782.83	\$0.00	\$0.00
28	FIRE HYDRANT	EACH	1	\$3,500.00	\$3,500.00	\$4,589.03	\$4,589.03	\$4,589.03	\$0.00	\$0.00
29	3/4 INCH WATER SERVICE	EACH	1	\$1,500.00	\$1,500.00	\$1,358.69	\$1,358.69	\$1,358.69	\$0.00	\$0.00
30	6 INCH GATE VALVE	EACH	1	\$1,200.00	\$1,200.00	\$1,904.29	\$1,904.29	\$1,904.29	\$0.00	\$0.00
31	4 INCH SEWER LATERAL	FEET	200	\$20.00	\$4,000.00	\$8.09	\$1,618.00	\$1,618.00	\$0.00	\$0.00
32	4 INCH x 15 INCH SADDLE	EACH	1	\$1,500.00	\$1,500.00	\$312.46	\$312.46	\$312.46	\$0.00	\$0.00
33	4 INCH CLEANOUT	EACH	2	\$500.00	\$1,000.00	\$335.53	\$671.06	\$671.06	\$0.00	\$0.00
34	4 INCH PVC SLEEVE (SCH 40)	FEET	180	\$10.00	\$1,800.00	\$5.22	\$939.60	\$939.60	\$0.00	\$0.00
35	6 INCH PVC SLEEVE (SCH 40)	FEET	80	\$15.00	\$1,200.00	\$37.12	\$2,969.60	\$2,969.60	\$0.00	\$0.00
36	CONTRACTOR FURNISHED TOPSOIL	TON	350	\$20.00	\$7,000.00	\$25.52	\$8,932.00	\$8,932.00	\$0.00	\$0.00
37	DWARF TALL FESCUE SOD	SQ FT	6,200	\$1.00	\$6,200.00	\$1.39	\$8,618.00	\$8,618.00	\$0.00	\$0.00
38	RETRACTABLE BOLLARD	EACH	1	\$1,000.00	\$1,000.00	\$2,552.00	\$2,552.00	\$2,552.00	\$0.00	\$0.00
39	4 INCH YELLOW LINE	FEET	130	\$2.00	\$260.00	\$3.56	\$462.80	\$462.80	\$0.00	\$0.00
				Total Estimate:		\$305,995.00		Total Bid:		\$358,075.08
				Total Estimate:		\$305,995.00		Total Bid:		\$358,075.08

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

Date Submitted 2016-07-25 10:09:08**Applicant****Quick Title** Bid Award - Indian Hills Storm Drain Project**Subject** Consider approval to award a Contract to Feller Enterprises, Inc. for the construction of the Indian Hills Storm Drain Project.**Discussion** This project which includes 2,645 ln.ft. of 15"-42" storm drain pipe and related work will improve drainage in the vicinity of Riverwood, West Bend, Shadow Creek, and Pine View Subdivisions along Indian Hills Drive.**Cost** \$759,707.50**City Manager Recommendation** In your new budget and will help the drainage issues on Indian Hills drive. Recommend approval.**Action Taken****Requested by** Jay Sandberg**File Attachments** [Indian Hills Award Exhibit.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Indian Hills Award Exhibit.pdf](#)

Indian Hills Storm Drain Project
Bid Summary

<u>Contractor</u>	<u>Amount</u>
Feller Enterprises	\$ 759,707.50
B Hansen	\$ 822,500.00
Progressive Contracting	\$ 949,583.83
<i>Engineer's Estimate</i>	<i>\$ 1,051,092.50</i>
VanCon	\$ 1,225,225.00

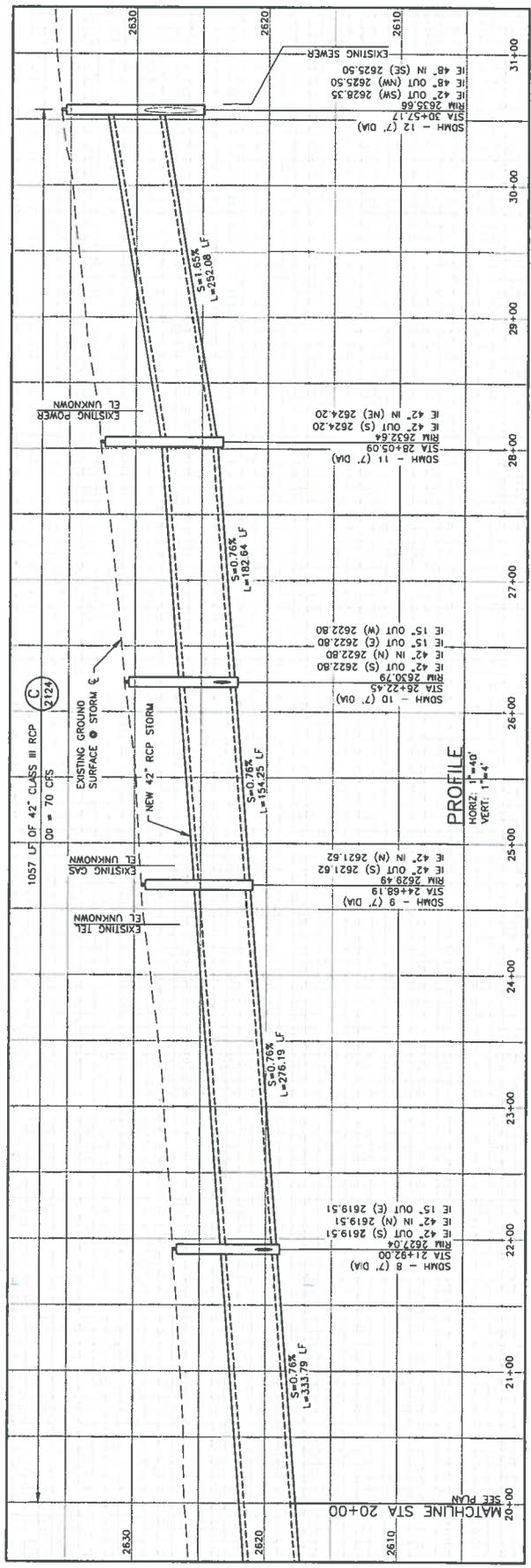
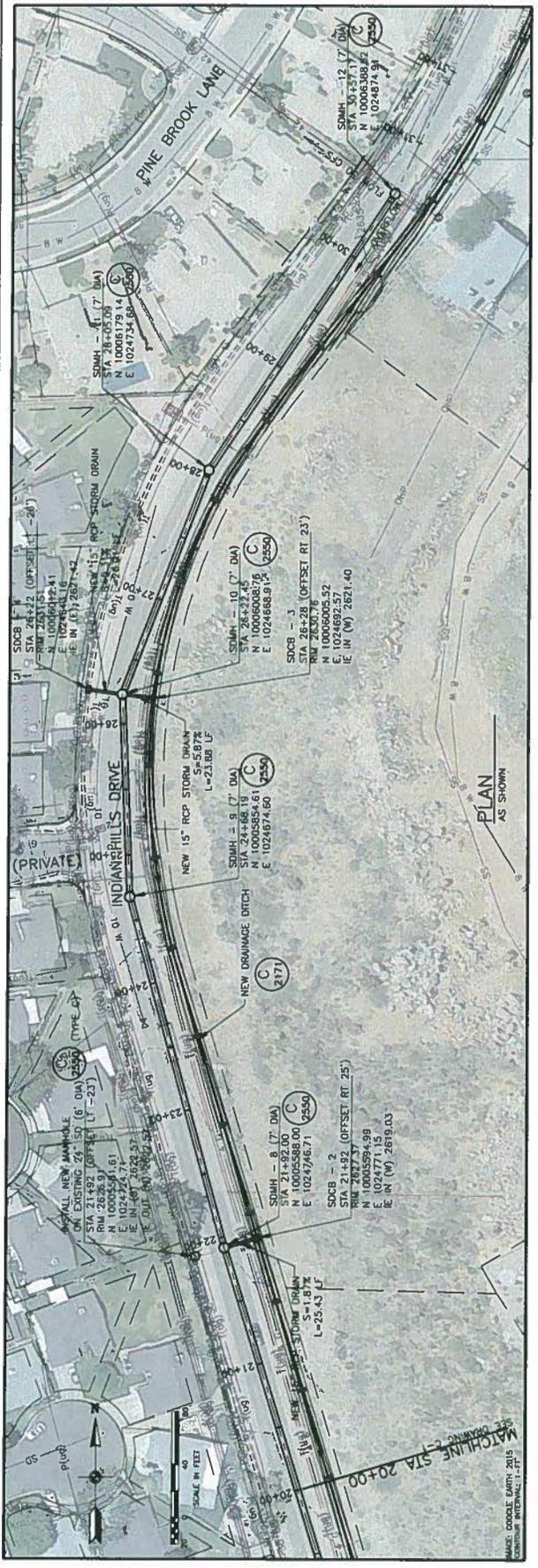
INDIAN HILLS STORM DRAIN PROJECT
ST. GEORGE CITY

DATE: MARCH 2016
PROJECT NUMBER: 001-15-05

DESIGN: ST. GEORGE CITY
CHECKED: I. OLSEN
DESIGNED: S. RIGGS
PROJECT MANAGER: C. BAGLEY
REVISIONS: ST. GEORGE CITY

NO.	DATE	REV.	BY	DESCRIPTION

DESIGN: ST. GEORGE CITY
CHECKED: I. OLSEN
DESIGNED: S. RIGGS
PROJECT MANAGER: C. BAGLEY
REVISIONS: ST. GEORGE CITY



DATE: MARCH 2016
PROJECT NUMBER: 001-15-05
DRAWING NO. C-2
SHEET 7 OF 23
INDIAN HILLS STORM DRAIN PROJECT
ST. GEORGE CITY

80% REVIEW

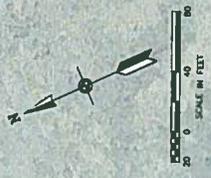
BOVEN COLLINS & ASSOCIATES, INC.
 CIVIL ENGINEERING

REVISIONS	
NO.	DESCRIPTION

DATE: MARCH 2016
 PROJECT NUMBER: 001-13-05
 DESIGN: ST. GEORGE CITY
 DRAWN: S. RIGGS
 CHECKED: T. OLSEN
 APPROVED: T. OLSEN

INDIAN HILLS STORM DRAIN PROJECT
 ST. GEORGE CITY

CIVIL
 SITE PLAN - 2
 DRAWING NO: C-4
 SHEET 9 OF XX



DATE PLOTTED: 3/29/2016 11:11 AM
 FILE: S:\Projects\001-13-05\Drawings\SitePlan.dwg
 PLOTTER: HP DesignJet T1100e

DATE: MARCH 2018
PROJECT NUMBER: 001-15-05

SITE PLAN - 4

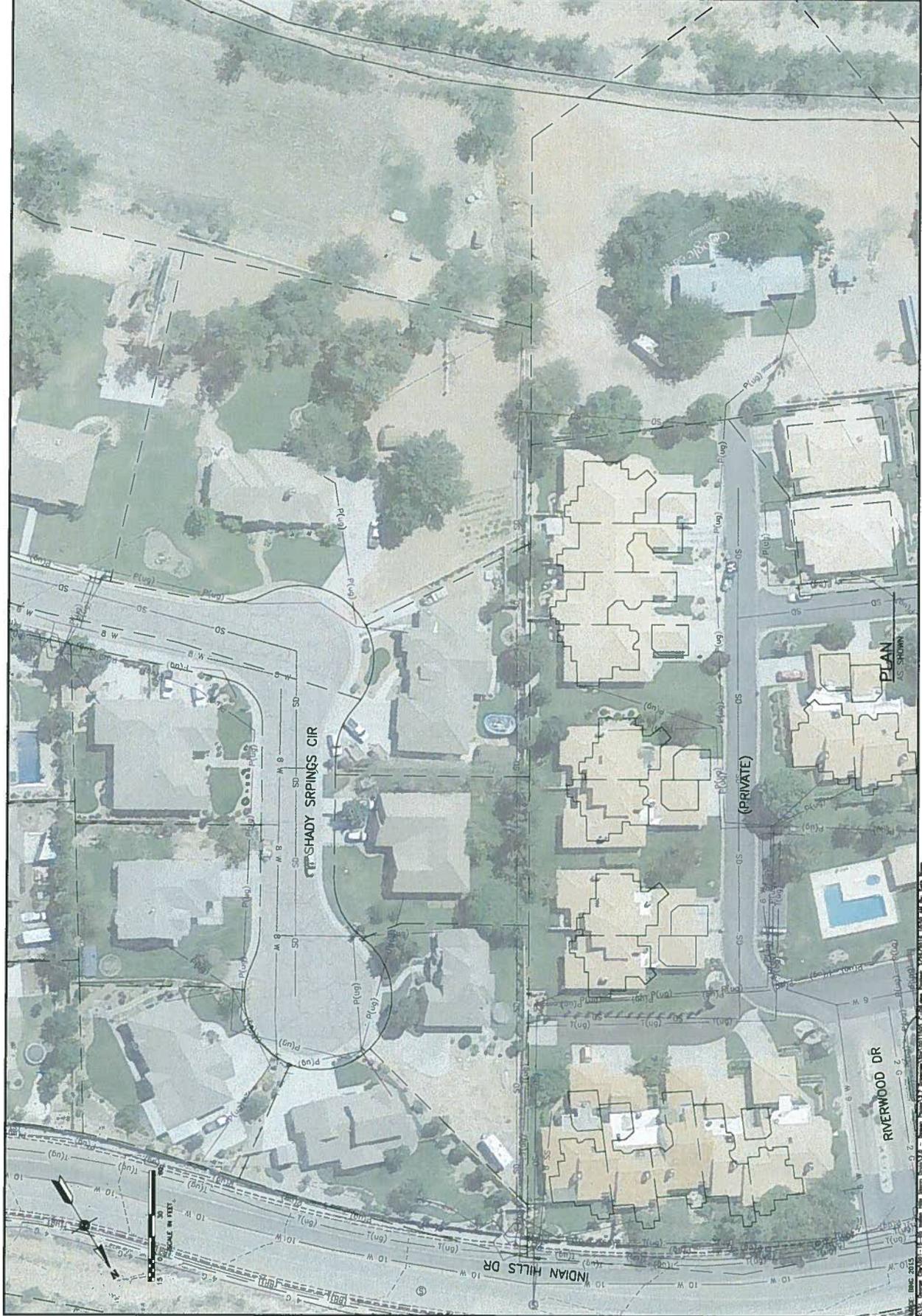
DESIGN: DAVID S. RIGGS
CHECKED: T. OLSEN
APPROVED: I. OLSEN

ST. GEORGE CITY
ST. GEORGE, VT
REVISION: VANCE GALE
DATE: 12/10/17
DRAWN BY: M. HUGHES

INDIAN HILLS STORM DRAIN PROJECT

REVISIONS	
NO.	DESCRIPTION

60% REVIEW
Bowen Collins & Associates, Inc.
CONSULTING ENGINEERS



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

Date Submitted 2016-07-25 09:23:57**Applicant****Quick Title** Award Contract**Subject** Award a Contract to Bowen Collins and Associates in the amount of \$44,010.**Discussion** This contract is for Construction Management services on the Indian Hills North Storm Drain Project.**Cost** \$44,010**City Manager Recommendation** Contract with Bowen Collins for the construction management of the storm drain if approved for Indian Hills drive.**Action Taken****Requested by** Jay Sandberg**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

20

**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR INDIAN HILLS STORM DRAIN CONSTRUCTION MANAGEMENT PROJECT WITH
BOWEN COLLINS & ASSOCIATES**

This Agreement is made and entered into this ____ day of _____, 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 Bowen Collins & Associates, with offices at 20 North Main, Suite No. 107, 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 construction management services for the Indian Hills Storm Drain Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated July 27, 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 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

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

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue

until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.

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

4. **COMPENSATION**

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

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

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

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

9. **ACCURACY AND COMPLETENESS.**

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

10. **INDEPENDENT CONTRACTOR.**

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

11. **INSURANCE.**

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

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

subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

- ii. The Insurance Endorsement shall evidence such provisions.
- iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$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 which directly or indirectly, in whole or in part are 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:

CITY:	City of St. George	CONSULTANT:	Bowen Collins & Associates
	175 East 200 North		20 North Main, Suite No. 107
	St. George, Utah 84770		St. George, Utah 84770
Attention:	Jay Sandberg	Attention:	Todd Olsen

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.

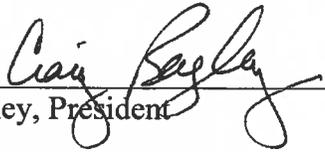
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to 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: Bowen Collins & Associates

Jonathan T. Pike, Mayor

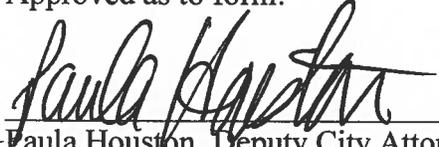


Craig Bagley, President

Attest:

Approved as to form:

Christina Fernandez, City Recorder



Paula Houston, Deputy City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND
2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

POLICY NUMBER: UB-2H433336-16-47-G

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Designated Person:

Designated Organization:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED
HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS
TO FURNISH THIS WAIVER.

Insured Name: Bowen Collins & Associates
 Policy Number: 6802794L324

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 additional 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

COMMERCIAL GENERAL LIABILITY

you before, and in effect when, the "bodily 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

Coverage 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.

EXHIBIT A



20 NORTH MAIN, SUITE 107 • ST. GEORGE, UTAH 84770
TEL: 435.656.3299 • FAX: 435.656.2190

July 27, 2016

Jay Sandberg, P.E.
City Engineer/Project Manager
City of St. George
175 East 200 North
St. George, Utah 84770

Subject: Proposal for Bidding and Construction Management Services for the Indian Hills Storm Drain Project

Dear Jay:

Bowen, Collins & Associates (BC&A) was retained by St. George City to provide design services for the Indian Hills Storm Drain Project. In accordance with your request, this proposal has been prepared for your review and consideration to provide bid period and construction management services for the Indian Hills Storm Drain Project. The proposed scope of service tasks are summarized below.

PROPOSED SCOPE OF SERVICES

Task 1: Bid Period Services. BC&A will be available to answer questions from prospective contractors during the bid period for the Indian Hills Storm Drain Project. BC&A staff will prepare any required clarifications or addenda to the contract documents. BC&A will also prepare for and attend a pre-bid meeting and the bid opening. A bid tabulation will be prepared to summarize bids received on the project.

Task 2: Construction Management Services. BC&A will assist the City's Project Manager to provide construction period services, including: preparing for and attending a pre-construction meeting; review of contractor submittals, payment requests, and request for information; answering contractor questions; preparing and reviewing change orders; monitoring construction progress; and observing and documenting construction. For budgetary purposes it has been assumed that the project manager and construction manager will attend a weekly progress meeting during a 13 week (~90 day) construction period. We also recommend that our construction manager provides a maximum of 20 hours a week of observation over the previously mentioned construction period.

PROPOSED PROJECT SCHEDULE AND FEE ESTIMATE

It has been assumed that the services associated with this proposal will end near the middle of November, 2016 in association with the substantial completion date of the Indian Hills Storm Drain construction.

We have tabulated estimated man-hours and costs to complete each task outlined in the previously defined scope of services. As presented in the attached Exhibit, we propose to complete the scope of services for a fee not to exceed \$44,010 with prior notification.

We have enjoyed working with St. George City on the Indian Hills Storm Drain Project and look forward to continued work. Please let me know if you have any questions or concerns, or if any additional information is required.

Sincerely,
Bowen Collins & Associates, Inc.



Todd Olsen, P.E.
Project Manager

Attachment

Indian Hills Storm Drain Project
St. George City
Bid and Construction Management Services
Engineering Man-hours and Fee Estimate



7/21/2016

Task Description	Techs		Engineers			Subtotal Hours	Subtotal Labor	Expenses	Computer	Mileage	Total Cost
	Editor	Tech 4	Staff Eng.	Proj. Mngr	Principal						
Labor Category	Hilbert	Baucorn	Moultre	Olsen	Bagley						
Staff	\$65	\$100	\$115	\$125	\$165			\$ 7.00			
Labor Rate											
Additional Bid and Construction Management Services											
1 Bid Period Services		4	2	16		22	\$ 2,630	\$ 164	\$ 154	\$ 10	\$ 2,794
2 Construction Management Services			263	65		328	\$ 38,370	\$ 2,846	\$ 2,296	\$ 550	\$ 41,216
TOTAL	0	4	265	81	0	350	\$ 41,000	\$ 3,010	\$ 2,450	\$ 560	\$ 44,010
TOTAL						TOTAL	\$ 41,000	\$ 3,010	\$ 2,450	\$ 560	\$ 44,010

Expenses include:

- Mileage reimbursement at \$0.75/mile
- Computer/Communications Charge at \$7/labor hour
- 10% Markup on other project related expenses

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

Date Submitted 2016-07-20 14:52:55

Applicant Feller Enterprises

Quick Title Change Order - Sand Hollow Wash Restoration Project

Subject Consider Approval of a Change Order to the Sand Hollow Wash Restoration Project

Discussion Change Order No. 3 in the amount of \$49,246.74 increases the total cost of change orders on the project to \$52,143.85 which requires City Council Approval.

Cost \$52,143.85

City Manager Recommendation Recommend approval. When the easement was granted from Mr. Dean Terry the City agreed to raise the elevation to match the existing ground when we move the ditch to the west. That filling of the site was not included so this will fulfill that obligation along with the addition of more rock for stabilization.

Action Taken

Requested by Jay Sandberg

File Attachments [Change Order 1-3 Combined.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Change Order 1-3 Combined.pdf](#)

9.1 CHANGE ORDER

OWNER CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UTAH 84770

PROJECT SAND HOLLOW WASH RESTORATION PROJECT
INQUIRY NO. 15-0034

CHANGE NO: 1 DATE: 4/20/2016

CONTRACTOR: Feller Enterprises

The following changes are hereby made to the Contract Documents:

Change Order #1 – 2000 North Improvements

Item #10 – Additional work includes placement of 460 cu yds of rock riprap – d50 = 24" along the wash to replace the gabion baskets as part of the design modification. Total increase in cost for Item #10 = 460 cu yds of rock riprap – d50 = 24" (\$26.00 per/cu yd) = \$11,960.00.

Item #17 – Additional work includes placement of 18 additional cottonwood and willow stems along the extended project area as part of the design modification. Total increase in cost for Item #17 = 18 stems (\$6.00 per/stem) = \$108.00.

Item #19 – The design modification includes a removal of 88 cu yds of gabion baskets – PVC. Total decrease in cost for Item #19 = 88 cu yds of gabion baskets – PVC (\$175.00 per/cu yd) = \$15,400.

Item #20 – The design modification includes a removal of 98 cu yds of gabion baskets – galvanized. Total decrease in cost for Item #20 = 98 cu yds of gabion baskets – galvanized (\$165.00 per/cu yd) = \$16,170.

Item #100 – The return of the gabion baskets as part of the design modification resulted in a gabion basket restocking fee. Total increase in cost for Item #100 = \$1,099.11.

Item #101 – Additional work includes repair of approximately 30' of existing sidewalk along 2000 North. The repair area was damaged prior to construction, with the City compensating the contractor for 50% of the total repair cost. Total increase in cost for Item #101 = \$500.00.

CHANGE TO CONTRACT PRICE

Original Contract Price	\$ 492,173.90
Current Contract Price adjusted by previous Change Orders	\$ 492,173.90
The Contract Price due to this Change Order will be <u>Decreased</u> by \$ 17,902.89	
The new Contract Price including this Change Order will be	\$ 474,271.01

CHANGE TO CONTRACT TIME

The Contract Time due to this Change Order will be Increased by 0 calendar days
The date for completion of all Work will be 8/8/2016

9.2 CHANGE ORDER

OWNER CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UTAH 84770

PROJECT SAND HOLLOW WASH RESTORATION PROJECT
INQUIRY NO. 15-0034

CHANGE NO: 2 DATE: 7/22/2016
CONTRACTOR: Feller Enterprises

The following changes are hereby made to the Contract Documents:

Change Order #2

Item #102 – Work includes lowering and realigning the existing sanitary sewer crossing beneath the concrete channel. Improvements include construction of a 345 lineal feet of 10" pvc sanitary sewer line, (2) 60" manholes, concrete encasement through the wash, and installation of a sanitary sewer service to an existing structure. Total increase in cost for Item #103 = **\$20,800.00.**

CHANGE TO CONTRACT PRICE

Original Contract Price	\$ 492,173.90
Current Contract Price adjusted by previous Change Orders	\$ 474,271.01
The Contract Price due to this Change Order will be <u>Increased</u> by	\$ 20,800.00
The new Contract Price including this Change Order will be	\$ 495,071.01

CHANGE TO CONTRACT TIME

The Contract Time due to this Change Order will be Increased by 0 calendar days.
The date for completion of all Work will be 8/8/2016.

APPROVALS

ENGINEER: _____

CONTRACTOR: _____

OWNER: _____

9.3 CHANGE ORDER

OWNER CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UTAH 84770

PROJECT SAND HOLLOW WASH RESTORATION PROJECT
INQUIRY NO. 15-0034

CHANGE NO: 3 DATE: 7/22/2016

CONTRACTOR: Feller Enterprises

The following changes are hereby made to the Contract Documents:

Change Order #3

Item #103 – Costs include a unit price increase of 5% for Item #9 - 5" Reinforced Concrete Flatwork w/Base Course. The unit price increase is due to the increase in materials costs that have occurred between project bid and notice to proceed. Total increase is cost for Item #102 = 39,574 sq ft of concrete flatwork (\$0.26 per/sq ft) = **\$10,289.24**.

Item #104 – Work includes placement of 4" minus rock below the concrete channel to stabilize the subbase. Improvements include placement of approximately 867 tons of rock along the length of the channel. Total increase in cost for Item #105 = **\$17,317.50**.

Item #14 – Additional work includes placement and compaction of 3,500 cubic yards of onsite material to fill the existing channel west of the project area. Total increase in cost for Item #14 = 3,500 cu yds of material (\$3.50 per/yd) = **\$12,250.00**.

Item #105 – Work includes replacement of the power connection to an existing structure damaged during the 2012 flood event. Total increase in cost for Item #106 = 130 lineal feet of power service (\$20.00 per/lineal foot) = **\$2,600.00**.

Item #106 – Work includes replacement of the culinary water connection to an existing structure damaged during the 2012 flood event. Total increase in cost for Item #107 = 130 lineal feet of water service (\$7.50 per/lineal foot) = **\$975.00**.

Item #107 – Work includes taking down and reinstalling 1,163 lineal feet of the existing fence along the concrete channel to facilitate earthwork and rock relocation. Total increase in cost for Item #108 = 1,163 lineal feet of fence reinstallation (\$5.00 per/lineal foot) = **\$5,815.00**.

CHANGE TO CONTRACT PRICE

Original Contract Price	\$ 492,173.90
Current Contract Price adjusted by previous Change Orders	\$ 495,071.01
The Contract Price due to this Change Order will be <u>Increased</u> by \$ 49,246.74	
The new Contract Price including this Change Order will be	\$ 544,317.75

CHANGE TO CONTRACT TIME

The Contract Time due to this Change Order will be Increased by 0 calendar days.
The date for completion of all Work will be 8/8/2016.

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

Date Submitted 2016-07-19 12:45:54**Applicant** Water Services**Quick Title** WWTP Phase I Expansion- Engineering Design and Construction Mgmt**Subject** Consider approval of a Professional Services Agreement with Bowen Collins & Associates for the Engineering Design and Construction Management of the SGWRF Headworks Replacement Project**Discussion** The SGWRF Headworks Replacement Project is Phase I of a three phase treatment plant expansion. This project will provide a new influent pump station (with screenings, flow measurement, and odor control); a new headworks facility (grit removal, fine screening, odor control); and an ultraviolet disinfection system (low pressure/high intensity UV system).**Cost** \$1,192,000**City Manager Recommendation** This is for the design of the headworks portion of the plant as the first phase of a plant expansion that will be necessary to accommodate future growth. It will also be for the design of the UV system upgrade. Recommend approval.**Action Taken****Requested by** Scott Taylor**File Attachments** [PSA- Bowen Collins.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [PSA- Bowen Collins.pdf](#)

**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR SGWRF HEADWORKS REPLACEMENT PROJECT WITH BOWEN COLLINS &
ASSOCIATES, INC.**

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

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services including design services for the SGWRF Headworks Replacement Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated June 17, 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 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

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

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue

until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.

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

4. **COMPENSATION**

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

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

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

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

9. **ACCURACY AND COMPLETENESS.**

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

10. **INDEPENDENT CONTRACTOR.**

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

11. **INSURANCE.**

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

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

- subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
 - iii. The minimum commercial general liability insurance shall be as follows:
 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$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 which directly or indirectly, in whole or in part are 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:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Bowen Collins & Associates 20 N. Main, Suite 107 St. George, Utah 84770
Attention:	Scott Taylor	Attention:	Ken Spiers

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

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: Bowen Collins & Associates, Inc.

Jonathan T. Pike, Mayor



Kenneth L. Spiers, P.E., Vice President

Attest:

Approved as to form:

Christina Fernandez, City Recorder



Paula Houston, Deputy City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
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| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
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A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – **COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – **COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – **BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – **COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Insured Name: Bowen Collins & Associates
Policy Number: 6802794L324

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 additional 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

COMMERCIAL GENERAL LIABILITY

you before, and in effect when, the "bodily 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

Coverage 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.

Exhibit A

SCOPE OF WORK **SGWRF Headworks Replacement Project** **City of St. George** **Bowen Collins & Associates, Inc.** **June 17, 2016**

INTRODUCTION

Bowen Collins & Associates, Inc. (BC&A) will provide engineering services for the Design Phase of the Headworks Replacement Project at the St. George Water Reclamation Facility (Project).

PROJECT

The Project includes the following:

- New influent pump station (IPS), including:
 - Coarse screening
 - Influent pumping
 - Flow measurement
 - Septage receiving
 - Odor control
 - Yard piping modifications
 - Site grading, paving, drainage and landscaping
 - Demolition of the existing IPS

- New headworks facility (HW), including:
 - Grit removal
 - Fine screening
 - Odor control
 - Yard piping modifications
 - Site grading, paving, drainage and landscaping
 - Demolition of the existing HW

- UV system upgrade, including:
 - New low pressure/high intensity UV system at two locations
 - Modification/expansion of existing UV channels
 - Removal of the existing UV system

Detailed descriptions of these facilities are included in the SGWRF Pre-Design Report prepared by BC&A dated June 2015.

DESIGN PHASE

BC&A will complete the following tasks in the Design Phase of the Project:

Task 1 – Site Survey and Geotechnical Investigation. BC&A will subcontract a surveyor and a geotechnical firm to perform a site survey and geotechnical investigation, respectively, to provide relevant information and data necessary for the design of the new IPS and HW facilities.

Task 2 – Design Drawings. BC&A will prepare detailed design drawings for bidding and construction of the Project. The preliminary drawing count is as follows.

Discipline	Design Drawings			
	IPS	HW	UV	Total
General	5	5	1	11
Civil		16	1	17
Architectural	8	7		15
Landscape	3	3		6
Structural	17	35	3	55
Mechanical	8	16	5	29
HVAC	7	7		14
Plumbing	4	4		8
Electrical	13	13	3	29
Inst/SCADA	8	8	3	19
Total	73	114	16	203

Task 3 – Technical Specifications. BC&A will prepare detailed, written technical specifications for bidding and construction of the Project.

Task 4 – Bidding and Contractual Documents. BC&A will prepare and assemble the bidding and contractual documents required for bidding and construction of the Project, including documents required and provided by the City.

Task 5 – Cost Estimate. BC&A will prepare a detailed estimate of the probable construction cost of the Project.

Task 6 – Project Meetings. BC&A will organize and conduct three formal Project Meetings:

- **Project Kick-off Meeting:** The BC&A design team will meet with representatives of the City to review and discuss all aspects of the Project and obtain City input and direction prior to beginning design work.
- **Review Meetings:** BC&A will meet with representatives of the City at 30% and 90% design progress to review drawings and specifications and get input and direction from the City.

There will also be frequent informal meetings and communications between BC&A and City personnel during the design of the Project.

Exhibit B

**Engineering Fee
SGWRF Headworks Replacement Project
City of St. George**

Bowen Collins & Associates, Inc.
June 17, 2016

Task	BC&A													Subconsultants					Expenses			
	Proj Mgr	Arch	Struc Eng	Elect Eng	Mech Eng	HVAC/P Eng	Civil Eng	Land Arch	Inst/ SCADA	CAD Staff	WP/ Sec	QA/QC	HWS (Odor control)	Geotech	Survey	Mileage	Travel	Printing	Total			
																				Hours		Cost
2016 Hourly Rate	\$172	\$150	\$157	\$147	\$137	\$150	\$132	\$122	\$137	\$137	\$72	\$142	\$40,000	\$10,000	\$5,000	\$730	\$5,000	\$5,000	\$5,000			
Design Phase																						
1	Site survey and geotech	16					24													\$ 20,920		
2	Design drawings	320	300	1540	812	440	364	96	380	1992	80	60	\$ 40,000	\$ 10,000	\$ 5,000					\$ 1,058,420		
3	Technical specifications	40	16	20	24	16	20	8	16		40	24								\$ 37,434		
4	Bidding and contractual documents	80																		\$ 16,640		
5	Cost estimate	8					8					40								\$ 10,304		
6	Project meetings	80	16	24	24	16	24	16	24	766	860	472	460	120	420	120	1992	120	124	\$ 48,282		
Totals		544	332	1584	860	472	460	120	420	1992	120	124	\$ 40,000	\$ 10,000	\$ 5,000	\$ 730	\$ 5,000	\$ 5,000	\$ 5,000	\$ 1,192,000		

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

Date Submitted 2016-07-26 10:26:08**Applicant** Development Solutions Group**Quick Title** Public Hearing, GP Amendment, and Ord From MDR to COM**Subject** 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.**Discussion** Currently, the land use designation is MDR and is part of the Fossil Hills master plan. The applicant is proposing COM, in order to support a future commercial zone change. The property is located adjacent to the recently approved Dixie Power's office building. Planning Commission recommends approval.**Cost** \$0.00**City Manager Recommendation** On River road adjacent to the new Dixie Power building on east side of the road. Not a great area for residential next to the new Power building and their yard. Planning Commission recommended approval.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: **07/12/2016**
CITY COUNCIL SET DATE: **07/21/2016**
CITY COUNCIL MEETING: **08/04/2016**

GENERAL PLAN AMENDMENT: PUBLIC HEARING

Fossil Hills Parcel 1

2016-GPA-010

- Request:** 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 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.
- Background:** Typically the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October) and this requires a complete application submittal approximately a month in advance (*to allow adequate processing and noticing time*). This application fits within the required time period.
- Applicant:** DSG Holdoings, LLC
- Representative:** Development Solutions
- Area:** 2.738 acres
- Location:** The property is located on River Road.
- Zoning:** PD-R (Planned Development Residential)
- General Plan:** MDR (Medium Density Residential)
- Process:** The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. The General Plan is a guide for land use decisions and contains various policies to help direct decisions related to land use and development of the city.
- Comments:** The property adjacent to the north does not have a commercial land use, but was instead designated PO (Professional Office), and was placed there to support the Dixie Power professional engineering office (which is currently under construction). If this site were to be approved as commercial as requested, it will be the only commercial area along River Road in this area. What is being considered is whether the current land use designation is appropriate or should it be changed to COM. The

Planning Commission has potentially three options for the application: Recommend approval for COM on the property, recommend denial, or table for additional information.

Zone Change

If the GPA amendment is approved, then a ZC application will need to be processed for future development review and consideration.

SPR

If the GPA is approved by the City Council and a ZC is approved by council then as a part of the process a SPR (Site Plan Review) application will have to be submitted and civil engineering plan review will be made by staff.

P.C.:

The Planning Commission recommends approval (5:0).

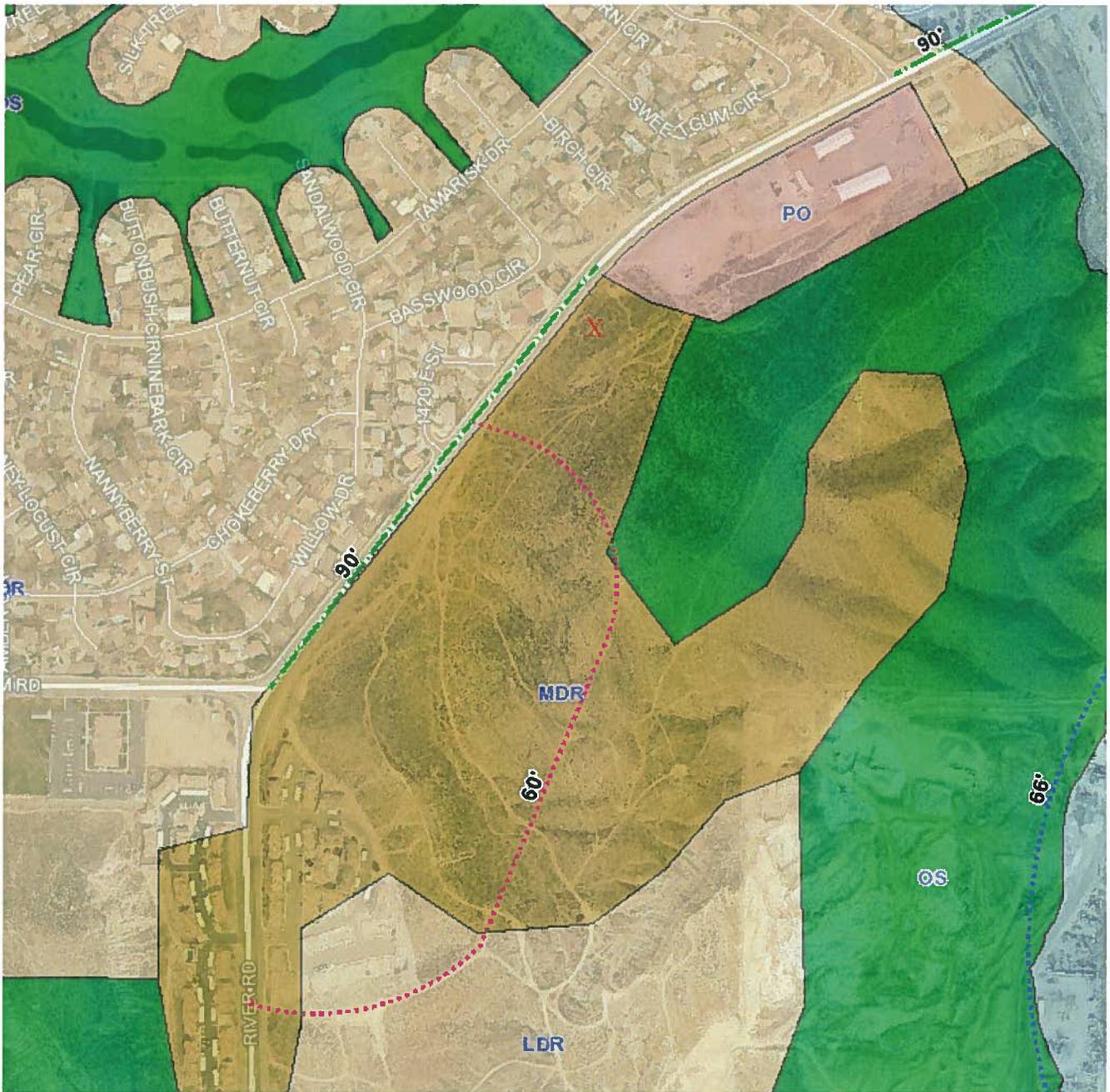
This item was discussed for approximately 30 minutes.

Note: Four (4) e-mails and two (2) voicemails were received in opposition to this GPA by neighbors and were read into the PC minutes. Also, three residents attended and spoke in opposition representing their neighborhood.

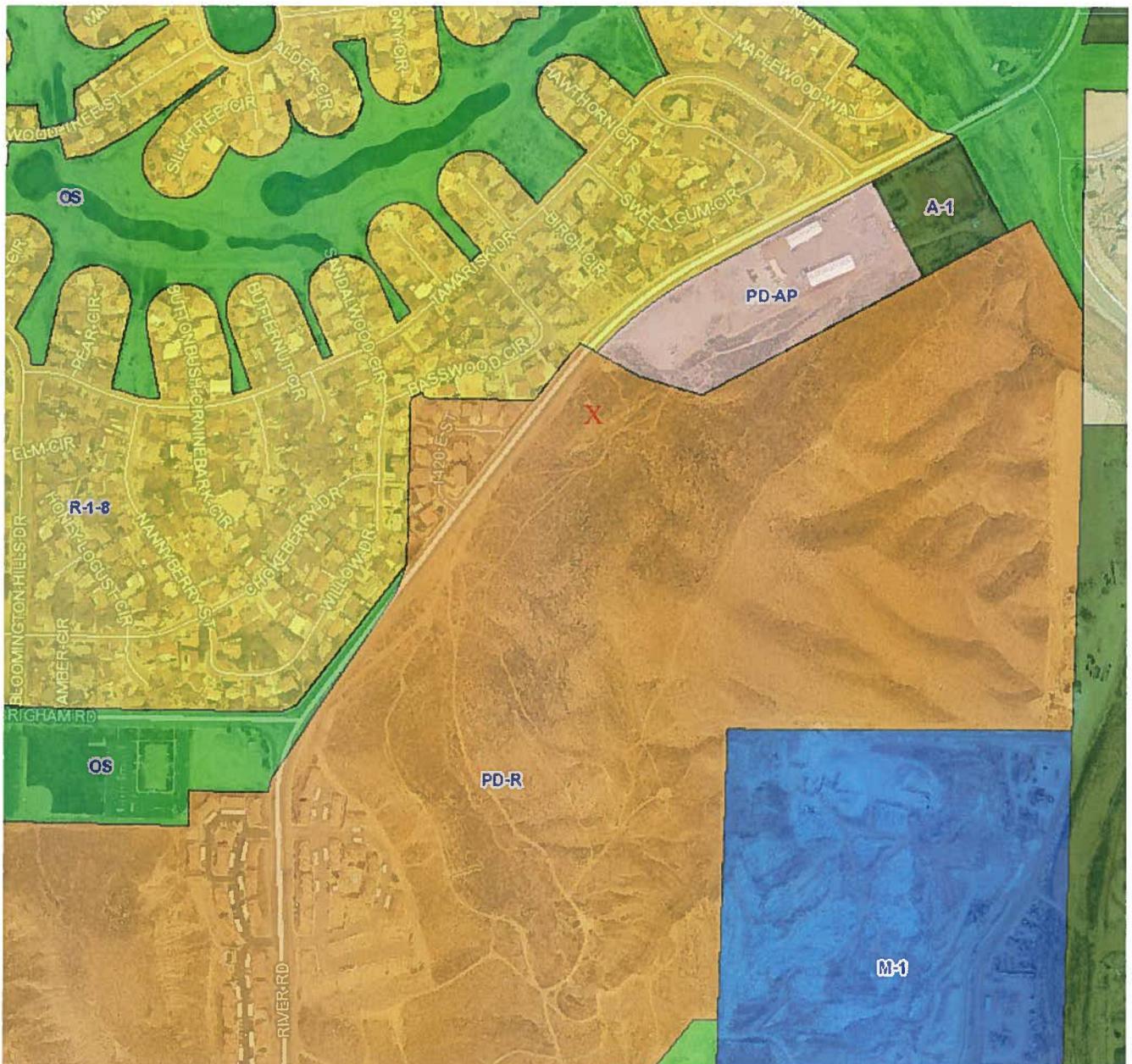
Aerial



Existing General Plan = MDR



Existing Zoning = PD-R



Application

**GENERAL PLAN AMENDMENT
APPLICATION & CHECKLIST**



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

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

LEGAL OWNER(S) OF SUBJECT PROPERTY: DSG HOLDINGS, LLC.

MAILING ADDRESS: 120 East St. George Blvd #301 St. George, UT 84770

PHONE: 435-628-2121 CELL: _____ FAX: _____

APPLICANT: Development solutions group, Inc.
(If different than owner)

MAILING ADDRESS: 120 East St. George Blvd #301 St. George, UT 84770

PHONE: 435-628-2121 CELL: _____ FAX: _____

EMAIL ADDRESS(ES): _____

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

MAILING ADDRESS: 120 East St. George Blvd #301 St. George, UT 84770

PHONE: 435-628-2121 CELL: _____ FAX: _____

EMAIL ADDRESS(ES): logan@developmentsolutions.co

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property(s) and the surrounding areas.) Include a 24"x 36" (Arch D - paper size) site plan, highlighting the subject property(s) to be changed, suitable for presentation in public meetings.

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

FOR OFFICE STAFF USE ONLY

CASE #: 20__-GPA-____ FILING DATE: _____ RECEIVED BY: _____ RECEIPT #: _____

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

II. ADDITIONAL INFORMATION

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

1. What is the present zoning on the property? PD-R
2. What is the current General Plan designation of the property or area? MDR
3. What is the proposed General Plan designation for the property or area? Commercial
4. What is the purpose for amending the General Plan? (e.g. describe the proposed project) To allow for the construction a commercial facility to house an athletic instruction school
5. How will the proposed project affect adjoining properties? The change will have little to no affect on the currently proposed uses of the adjoining properties.
6. Total acreage of the proposed General Plan change: 2.738
7. Does the subject area/property contain any slopes above 20%, floodplains, or wetlands? If so, please describe: There are slopes above 20% on the project
8. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts? Yes _____ No X
IF YES, submit the Traffic Impact Study with the application for review by Traffic Engineering. IF NO, a Traffic Impact Study (TIS) may be required (if determined necessary at Planning Staff Review) to be submitted with this General Plan amendment application or a later Zone Change application.
8. Will any Master Planned roads be affected by this General Plan Change? No
9. Are neighborhood meetings needed to consider the proposed amendment to the General Plan? Yes _____ No X If yes, please explain: _____

10. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes x No _____
 Please describe the projected demand for utility services: _____
 The project would have the demand of 3-5 ERCs

III. SUBMISSION CHECKLIST FOR GENERAL PLAN AMENDMENT

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

Development/Project Name (if applicable) Fossil Hills - Parcel 1
 (Project name must be previously approved by the Washington County Recorder & City Planning Department)
 Developer/Property Owner Development Solutions Group Inc. Phone No. 435-628-2121
 Contact Person/Representative Logan Blake Phone No. 435-628-2121
 Licensed Surveyor (if applicable) D. Brad Peterson Phone No. 435-628-2121

GENERAL PLAN AMENDMENT PROCEDURE

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

Step #2 Document Submission Checklist*

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

This General Plan Amendment application form completed and signed by all owners.
Appropriate Filing Fee Filing Fee: \$500 (filing fee and 1" acre) + \$50.00 per acre for 2-100 acre
\$586.90 and \$25 per acre 101-500 and \$10.00 per acre 501-plus
County ownership plat with the boundary of the proposed general plan amendment outlined;
List of property owners within 500' feet and two sets of mailing labels;
Radius Map of property owners within 500' feet;
Site Plan showing the area to be changed highlighted – minimum size 24" x 36" (Arch D);
8-1/2" x 11" reduction of the site plan;
An electronic copy (CD or E- mail) of the site plan in JPEG, TIFF or PDF format.

~~XXXXXX~~

Step #3 Planning Commission and City Council Hearings

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

Hearing Dates:

Planning Commission _____
 City Council Set Date _____
 City Council Hearing Date _____
 COUNCIL ACTION _____

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

IV. APPLICANT AGREEMENT

We the undersigned applicant(s) Development Solutions Group (Logan, Utah)
 (as the owner(s))
 (agent) of the following property(s) and request the General Plan Amendment change as described above.


 Signature

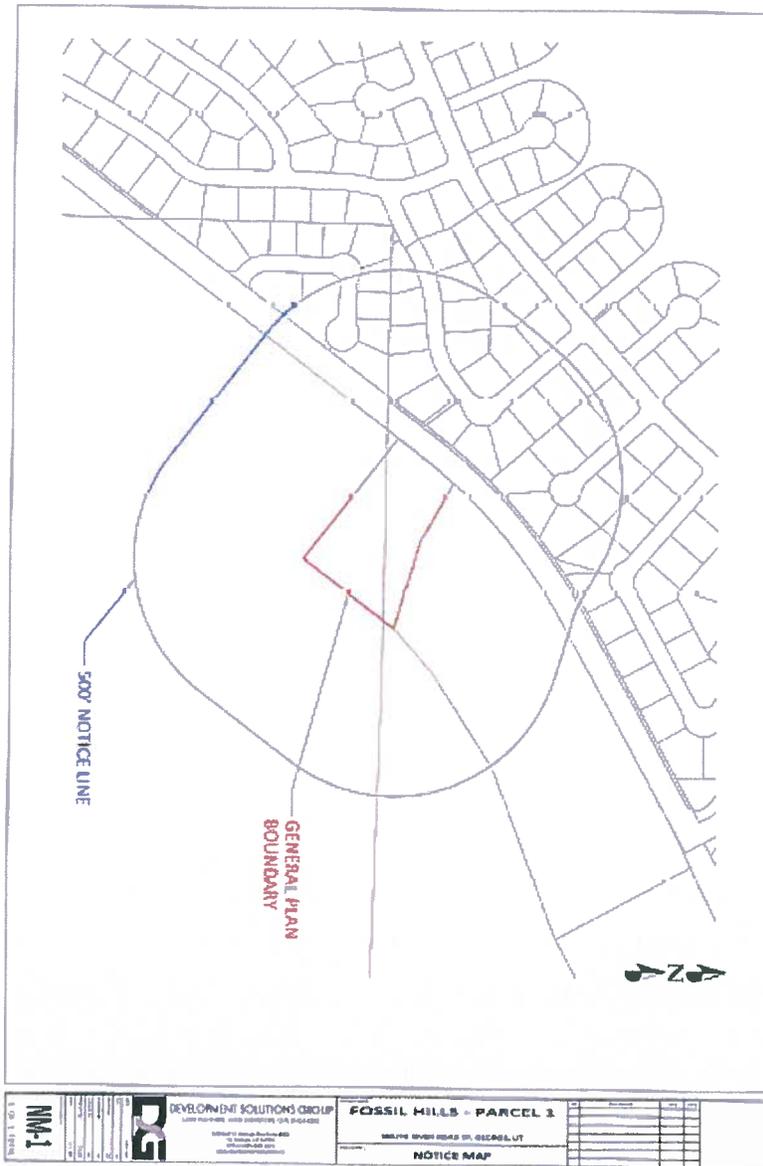
120 East St. George Blvd # 300 St. George, UT 84770
 Address

 Signature

 Address

Attach additional sheets if necessary for additional owners.
 If Owner: GP Amendment, GP Application, General Plan Amendment Application, 1/1/01, 08-2009.doc

500 foot Radius – Letters sent



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON 2.738 ACRES

(Fossil Hills Parcel 1 – DSG Holdings, LLC)

WHEREAS, the applicants have requested a change to the General Plan Land Use Map for properties generally located on River Road at approximately 3100 South from MDR (Medium Density Residential) to COM (Commercial); and

WHEREAS, the City Council held a public hearing on the requested change to the Land Use Map on August 4, 2016, and has received and reviewed pertinent information regarding the proposal; and

WHEREAS, the Planning Commission held a public hearing on July 12, 2016, and the City Council has reviewed the Planning Commission's recommendation; and

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

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

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

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation from MDR (Medium Density Residential) to COM (Commercial) on approximately 2.738 acres of property fully described on Exhibit "A" attached hereto and incorporated herein.

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 4th day of August, 2016.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RIVER ROAD AS DEDICATED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°49'15" EAST ALONG THE SECTION LINE, A DISTANCE OF 1976.10 FEET AND NORTH 1355.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING SOUTH 88°46'42" EAST ALONG THE SECTION LINE BETWEEN THE SOUTHWEST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 8), AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES: (1) NORTH 37°33'24" EAST 75.00 FEET TO A POINT OF CURVATURE; AND (2) RUNNING NORTHEASTERLY ALONG THE ARC OF A 1595.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°56'54", A DISTANCE OF 137.75; THENCE SOUTH 00°46'35" EAST 200.90 FEET; THENCE SOUTH 73°18'42" EAST 270.00 FEET; THENCE SOUTH 37°33'24" WEST 337.88; THENCE NORTH 52°26'36" WEST 457.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.738 ACRES

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

Date Submitted 2016-07-26 10:47:55**Applicant** CCA Investments, Inc**Quick Title** Public Hearing, GP Amendment, and Ord From LDR to MDR**Subject** 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.**Discussion** The property is currently in a single family subdivision and has a land use designation of LDR. The proposal to MDR would allow for attached housing and a density range of 5-9 units per acre. Planning Commission recommends approval.**Cost** \$0.00**City Manager Recommendation** On the main access to Las Palmas and the other high density projects on the mesa in Green Valley. Probably not going to get a single family home on this busy street. Planning Commission recommended approval.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: 07/12/2016

CITY COUNCIL SET DATE: 07/21/2016

CITY COUNCIL MEETING: 08/04/2016

GENERAL PLAN AMENDMENT: PUBLIC HEARING

W Canyon View Dr

Case No. 2016-GPA-009

- Request:** 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 property is generally located at 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.
- Background:** Typically the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October) and this requires a complete application submittal approximately a month in advance (*to allow adequate processing and noticing time*). This application fits within the required time period.
- Applicant:** CCA Investments, Inc.
Mr. Scott Oakey
- APN:** SG-GV-5-13, SG-GV-5-14
- Area(s):** 0.39 acres and 0.42 (total = 0.81 acres)
- Location:** The property is located on Canyon View Drive.
- Zoning:** R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)
- General Plan:** LDR (Low Density Residential)
- Process:** The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. The General Plan is a guide for land use decisions and contains various policies to help direct decisions related to land use and development of the city.
- Comments:** What is being considered is whether the current land use designation is appropriate or should it be changed to MDR. The Planning Commission has potentially three options for the application: Recommend approval for MDR on the property, recommend denial, or table for additional information.
Zone Change

If the GPA amendment is approved, then a ZC application will need to be processed for development review and consideration.

SPR

If the GPA is approved by the City Council and a ZC is approved by council then as a part of the process a SPR (Site Plan Review) application will have to be submitted and civil engineering plan review will be made by staff.

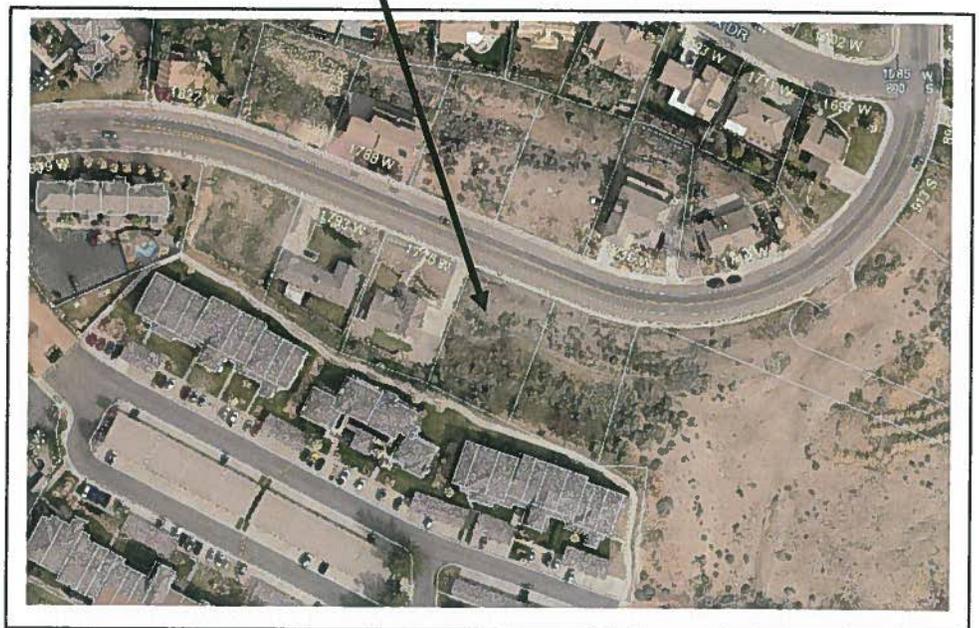
P.C.:

The Planning Commission recommends approval (5:0).

This item was discussed for approximately 30 minutes.

Note: Five (5) e-mails were received which questioned the difference between LDR & MDR land use, potential density, proposed height, view obstruction, soils, and traffic concerns. The e-mails were read into the Planning Commission minutes. The Planning Commission discussed all of these issues, but acknowledged that at this time it is only a GPA and other issues of concern besides land use would be addressed at a zone change level. Two residents spoke and generally supported the idea of twin homes but not any higher density in the neighborhood.

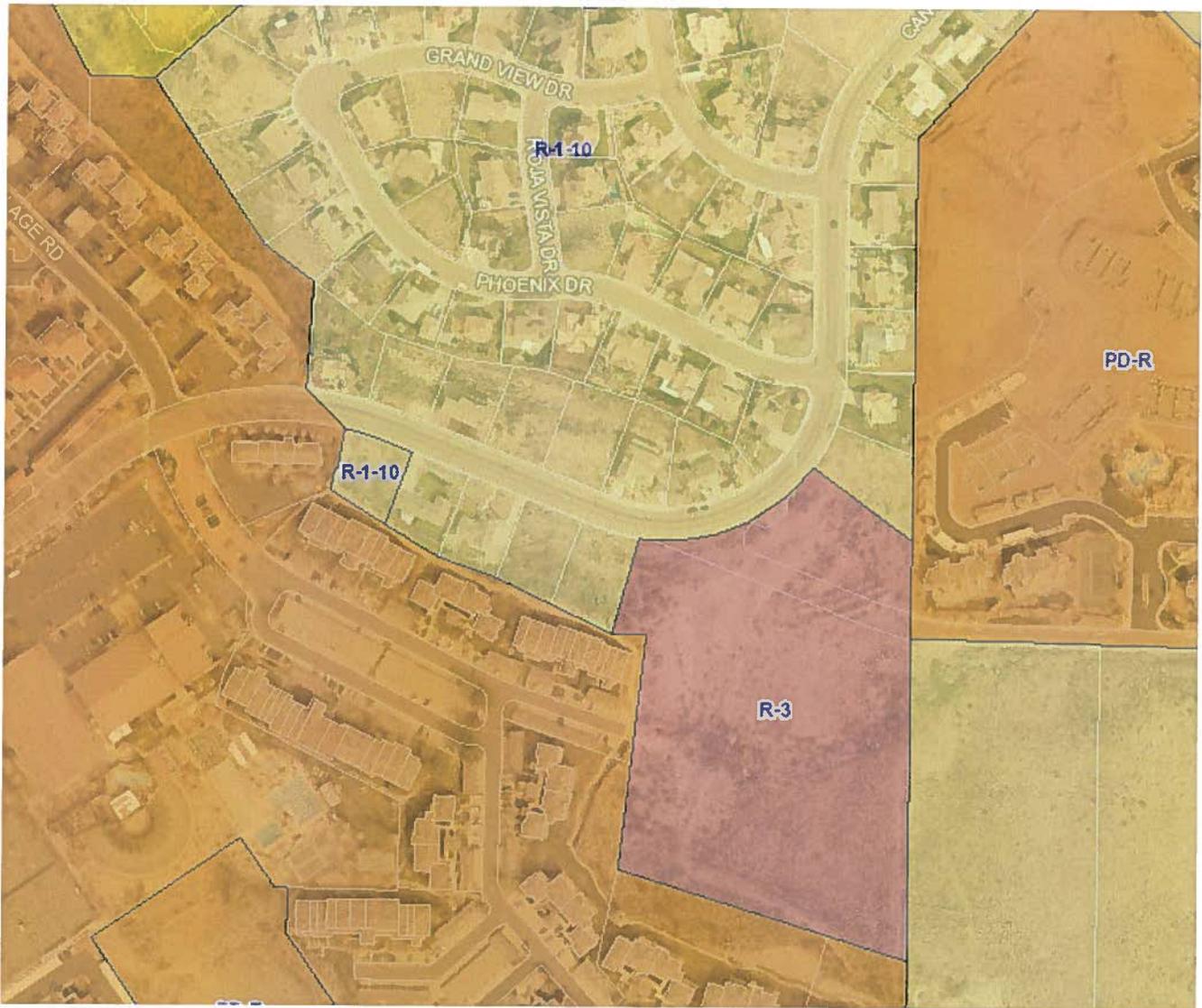
Aerial



Existing General Plan = LDR



Existing Zoning = R-1-10



Site (s)

SG-GV-5-13



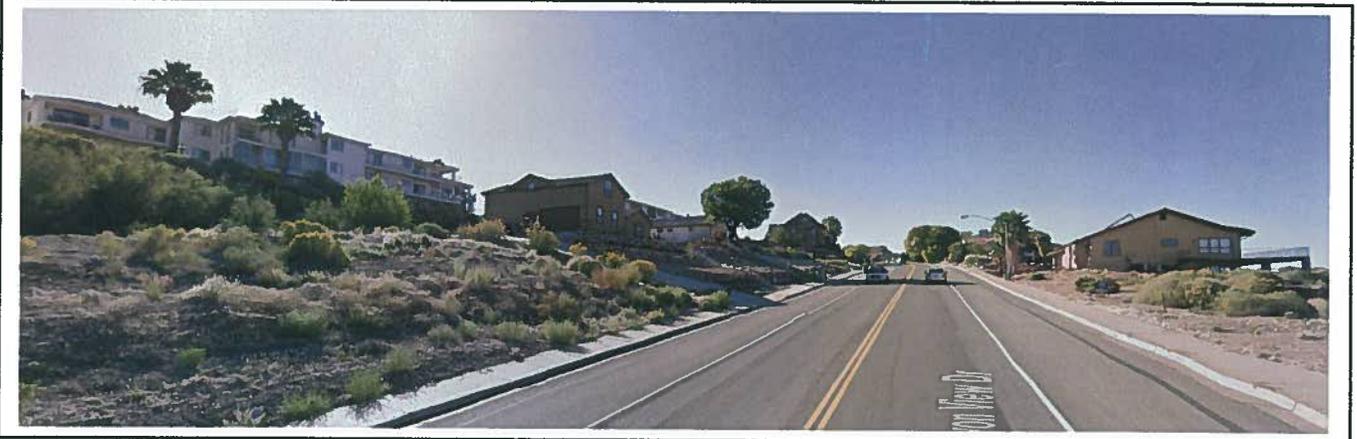
Account 0296601	
Location	
Account Number 0296601	Name CCA INV INC
Parcel Number SG-GV-5-13	1348 E 3300 S # 202
Tax District 08 - St George City	SALT LAKE CITY, UT 84106
Acres 0.39	
Situs	
Legal Subdivision: GREEN VALLEY 5 (SG) Lot: 13	
Parent Accounts	
Parent Parcels	
Child Accounts	
Child Parcels	
Sibling Accounts	
Sibling Parcels	

SG-GV-5-14



Account 0296619			
Location	Owner	Value	
Account Number 0296619	Name CCA INV INC	Market (2015)	\$28,000
Parcel Number SG-GV-5-14	1348 E 3300 S # 202	Taxable	\$28,000
Tax District 08 - St George City	SALT LAKE CITY, UT 84106	Tax Area: 08	Tax Rate 0.011661
Acres 0.42		Type	Actual Assessed Acres
Situs		Non	
Legal Subdivision GREEN VALLEY 5 (SG) Lot. 14		Primary	\$28,000 \$28,000 0.420
Parent Accounts		Land	
Parent Parcels			
Child Accounts			
Child Parcels			
Sibling Accounts			
Sibling Parcels			

Photos (Google Maps)



Application

CITY OF ST GEORGE

REC#: 01569179 6/13/2016 4:14 PM
OPER: LIC TERM: 035
REF#: 1009

**GENERAL PLAN AMENDMENT
APPLICATION & CHECKLIST**

TRAN: 150.0000 PLANNING FEES
2016-GPA-009 N. CANYON VIEW DR
SG-GV-5-13, SG-GV-4-14
PLANNING FEES 500.00CR

TENDERED: 500.00 CHECK
APPLIED: 500.00-

CHANGE: 0.00

ZONE CHANGE REQUESTS WHICH ARE NOT CONS
SHALL SUBMIT THIS APPLICATION TO THE COMMU

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

LEGAL OWNER(S) OF SUBJECT PROPERTY: CCA Investments, Inc. Scott Oakey

MAILING ADDRESS: 1348 East 3300 South #202 Salt Lake City, UT 84106

PHONE: _____ CELL: 801-860-8377 FAX: _____

APPLICANT: _____

(If different than owner)

MAILING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

EMAIL ADDRESS(ES): scott0909@gmail.com

CONTACT PERSON / REPRESENTATIVE: Dave Barry 801-560-6125 Darcy Thompson 435-632-1667
(i.e. Developer, Civil Engineer, Architect; if different than owner)

MAILING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

EMAIL ADDRESS(ES): dv.barry1@gmail.com darcyjthompson@gmail.com

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property(s) and the surrounding areas.) Include a 24"x 36" (Arch D - paper size) site plan, highlighting the subject property(s) to be changed, suitable for presentation in public meetings. 1757, 1741 West Canyon View Drive SG-GV-5-13, SG-GV-5-14

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

FOR OFFICE STAFF USE ONLY
CASE #: 2016-GPA-009 FILING DATE: 6/13/16 RECEIVED BY: [Signature] RECEIPT #: _____
*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

II. ADDITIONAL INFORMATION

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

1. What is the present zoning on the property? R-1-10
2. What is the current General Plan designation of the property or area? LDR
3. What is the proposed General Plan designation for the property or area? MDR
4. What is the purpose for amending the General Plan? (e.g. describe the proposed project) _____
The purpose of the amendment of the General Plan is to allow the property to be zoned for
townhouse units, R-3 or PDR zone.
5. How will the proposed project affect adjoining properties? none
6. Total acreage of the proposed General Plan change: .80
7. Does the subject area/property contain any slopes above 20%, floodplains, or wetlands? If so, please describe: the rear area of the lots are sloped above 20%, however that area is outside of the
proposed building envelopes and will remain undisturbed.
8. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts?
Yes _____ No XX
IF YES, submit the Traffic Impact Study with the application for review by Traffic Engineering.
IF NO, a Traffic Impact Study (TIS) may be required (if determined necessary at Planning Staff Review) to be submitted with this General Plan amendment application or a later Zone Change application.
8. Will any Master Planned roads be affected by this General Plan Change? No
9. Are neighborhood meetings needed to consider the proposed amendment to the General Plan?
Yes _____ No No If yes, please explain: _____

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

Please describe the projected demand for utility services: Standard residential demand for townhomes.

III. SUBMISSION CHECKLIST FOR GENERAL PLAN AMENDMENT

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

Development/Project Name (if applicable) _____
(Project name must be previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner CCA Investments, Inc. Scott Oakley Phone No. 801-860-8377
Contact Person/Representative Dave Barry 801-560-6125 Darcy Thompson Phone No. 435-832-1667
Licensed Surveyor (if applicable) _____ Phone No. _____

GENERAL PLAN AMENDMENT PROCEDURE

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

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

Step #2 Document Submission Checklist*

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

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

Step #3 Planning Commission and City Council Hearings

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

Hearing Dates:

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

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

IV. APPLICANT AGREEMENT

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

<u>CCA INV. INC.</u>	<u>1348 East 3300 South #202 Salt Lake City, UT 84106</u>
Signature	Address
<u>by Scott Oakey - pres.</u>	_____
Signature	Address
<u>Scott Oakey</u>	_____
Signature	Address
_____	_____
Signature	Address
_____	_____
Signature	Address
_____	_____
Signature	Address

Attach additional sheets if necessary for additional owners.

Case No. 2016-GPA-009

Residents Comments

City Council Agenda Item # 3B

July 24, 2016

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

Dear Sirs:

I received an inquiry regarding the Proposed General Plan Amendment for Case **NO. 2016-GPA-009** for CCA Investments and Mr. Scott Oakey.

I purchased my condominium in the **Las Palmas Community** because it was away from the hustle bustle of the city. I vehemently **oppose** the requested modification which will lead to **MORE medium density** residential projects.

Please accept my objection and submit it in the minutes of the meeting.

Sincerely,

Marilyn W. Pickett
Marilyn W. Pickett

[Redacted]

[Redacted]

R E C E I V E **D**
AUG 01 2016
BY: _____

10F 1

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

RECEIVED
JUL 29 2016
BY: RS

July 29, 2016

Dear Community Development Department,

We are long time owners (over 20 years) of property within the Proposed General Plan Amendment Case No. **2016-GPA-009**.

We bought the property with the understanding that we would always have our beautiful view of St George and the Mountains from our Las Palmas unit. **We are very concerned with the proposal to make this area a Medium Density Residential area.** We feel this proposal of Multi Units could lessen the value of our Condo if our view is blocked. Is there a **height limit** on the proposed project?

We would appreciate your attention in this matter.

Sincerely

Dennis & Judd
Kathy Judd

Building #3 (312) Las Palmas

Dennis and Kathy Judd

██████████
████████████████████

Judd - 1 of 1

Ray Snyder

Jdyll

From: Ray Snyder
Sent: Tuesday, July 12, 2016 2:16 PM
To: 'Linda Mjellem'
Subject: RE: Item 1. C. on the July 12 Planning Commission Agenda

At this time this is only a request to change the land use density.

(2) Answer

No project is proposed at this time. That would come later with a zone change application (if GPA is approved).

VLDR = Very Low density Residential = 0 – 2 du/ac
LDR = Low Density Residential = up to 4 du/ac
MDR = Medium Density Residential = 5 – 9 du/ac
MHDR = Medium High Density Residential = 10 – 15 du/ac
HDR = High Density Residential = 16 – 22 du/ac

*1) LDR VS MDR ques.
2) what is planned
3) forward document (sent)*

PLANNING COMMISSION AGENDA REPORT: 07/12/2016

GENERAL PLAN AMENDMENT: PUBLIC HEARING

W Canyon View Dr
Case No. 2016-GPA-009

Request: 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 property is generally located at 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.

Background: Typically the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October) and this requires a complete application submittal approximately a month in advance (to allow adequate processing and noticing time). This application fits within the required time period.

Applicant: CCA Investments, Inc.
Mr. Scott Oakey

APN: SG-GV-5-13, SG-GV-5-14

Area(s): 0.39 acres and 0.42 (total = 0.81 acres)

Location: The property is located on Canyon View Drive.

Zoning: R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)

General Plan: LDR (Low Density Residential)

Process: The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. The

Mjellem - 1 of 3

General Plan is a guide for land use decisions and contains various policies to help direct decisions related to land use and development of the city.

Comments:

What is being considered is whether the current land use designation is appropriate or should it be changed to MDR. The Planning Commission has potentially three options for the application: Recommend approval for MDR on the property, recommend denial, or table for additional information.—

Zone Change

If the GPA amendment is approved, then a ZC application will need to be processed for development review and consideration.

SPR

If the GPA is approved by the City Council and a ZC is approved by council then as a part of the process a SPR (Site Plan Review) application will have to be submitted and civil engineering plan review will be made by staff.

Ray Snyder

Planner II Development Services

Office: (435) 627-4437



St. George
THE RESIDENTIAL CITY

From: Linda Mjellem [mailto: [REDACTED]]
Sent: Monday, July 11, 2016 5:15 PM
To: Ray Snyder
Cc: Nancy Milner; Gary Hartvigsen
Subject: Re: Item 1. C. on the July 12 Planning Commission Agenda

Handwritten red arrow pointing up from a circled '1' to the word 'Question'.

Hi Ray,

This is to request **more information** about Case No. **2016-GPA-009** on tomorrow's Planning Commission Agenda. My mother is the owner (in Trust) of a home located at 1793 W. Canyon View Drive in St. George. I just received a copy of your notice that the Planning Commission will consider an item on its agenda tomorrow regarding the zoning for this are. Can you provide more detail about the item (see case # above).

1. What is the difference between zoning for Low Density vs. Medium Density Residential?
2. What is CCA Investments planning should this zoning amendment be approved, or for that matter what could be allowed under this potential zoning change?
3. Can you forward the document you may be providing the Commission for their review of this item?

Many thanks.

Linda Mjellem
[REDACTED] (mobile)

[REDACTED] (email)

cc: Nancy Milner, Gary Hartvigsen, Mary Wellmon

Ray Snyder

July 11

From: Ray Snyder
Sent: Tuesday, July 12, 2016 12:36 PM
To: 'Dennis and Kathy Judd'
Subject: RE: St George Planning Mtg July 12th

Answer

At this time this is only a request to change the land use density.

No project is proposed at this time. That would come with a zone change application.

VLDR = Very Low density Residential = 0 – 2 du/ac
LDR = Low Density Residential = up to 4 du/ac
MDR = Medium Density Residential = 5 – 9 du/ac
MHDR = Medium High Density Residential = 10 – 15 du/ac
HDR = High Density Residential = 16 -22 du/ac

1) Asked what is LDR & MDR

PLANNING COMMISSION AGENDA REPORT: 07/12/2016

GENERAL PLAN AMENDMENT: PUBLIC HEARING

W Canyon View Dr

Case No. 2016-GPA-009

Request: 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 property is generally located at 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.

Background: Typically the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October) and this requires a complete application submittal approximately a month in advance (to allow adequate processing and noticing time). This application fits within the required time period.

Applicant: CCA Investments, Inc.
Mr. Scott Oakey

APN: SG-GV-5-13, SG-GV-5-14

Area(s): 0.39 acres and 0.42 (total = 0.81 acres)

Location: The property is located on Canyon View Drive.

Zoning: R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)

General Plan: LDR (Low Density Residential)

Process: The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. The

July - 1 of 2

General Plan is a guide for land use decisions and contains various policies to help direct decisions related to land use and development of the city.

Comments:

What is being considered is whether the current land use designation is appropriate or should it be changed to MDR. The Planning Commission has potentially three options for the application: Recommend approval for MDR on the property, recommend denial, or table for additional information.—

Zone Change

If the GPA amendment is approved, then a ZC application will need to be processed for development review and consideration.

SPR

If the GPA is approved by the City Council and a ZC is approved by council then as a part of the process a SPR (Site Plan Review) application will have to be submitted and civil engineering plan review will be made by staff.

Ray Snyder

Planner II Development Services

Office: (435) 627-4437



From: Dennis and Kathy Judd [mailto:]
Sent: Monday, July 11, 2016 5:48 PM
To: Ray Snyder
Subject: St George Planning Mtg July 12th

*↑
① question*

Good evening.....**just a quick question!** We are unable to attend the meeting on Tuesday and just would like to know about proposed changes. Low Density is one lot = one home? Medium Density Residential = ??? If proposed change is on an area of 0.81 acres how many residential units could possibly be put there???

Thanks for any information you would be able to share with us.

Dennis and Kathy Judd Kanab, Utah

July 2 of 2

Ray Snyder

July 11 10:58

From: Ray Snyder
Sent: Tuesday, July 12, 2016 2:39 PM
To: Debra Achgill
Cc: Wes Jenkins; Cameron Cutler; John Willis
Subject: RE: Case No. 2016-GPA-009

1) Traffic concerns

Debra and Gary Achgill,

At this time this is only a request to change the land use density (GPA).

2 August

No project is proposed at this time; that would come later with a zone change application (if this GPA is approved).

- VLDR = Very Low density Residential = 0 – 2 du/ac
- LDR = Low Density Residential = up to 4 du/ac
- MDR** = Medium Density Residential = 5 – 9 du/ac
- MHDR = Medium High Density Residential = 10 – 15 du/ac
- HDR = High Density Residential = 16 -22 du/ac

See also comments in red below

PLANNING COMMISSION AGENDA REPORT: 07/12/2016

GENERAL PLAN AMENDMENT: PUBLIC HEARING

W Canyon View Dr
Case No. **2016-GPA-009**

Request: 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 property is generally located at 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.

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Applicant: CCA Investments, Inc.
Mr. Scott Oakey

APN: SG-GV-5-13, SG-GV-5-14

Area(s): 0.39 acres and 0.42 (total = 0.81 acres)

Location: The property is located on Canyon View Drive.

Zoning: R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)

Achgill 1052

General Plan: LDR (Low Density Residential)

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

Comments: What is being considered is whether the current land use designation is appropriate or should it be changed to MDR. The Planning Commission has potentially three options for the application: Recommend approval for MDR on the property, recommend denial, or table for additional information.—

Zone Change

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SPR

If the GPA is approved by the City Council and a ZC is approved by council then as a part of the process a SPR (Site Plan Review) application will have to be submitted and civil engineering plan review will be made by staff.

Ray Snyder
Planner II Development Services
Office: (435) 627-4437



From: Debra Achgill [mailto: [REDACTED]]
Sent: Monday, July 11, 2016 10:18 AM
To: Ray Snyder
Subject: Case No. 2016-GPA-009

Handwritten red arrow pointing up from a circled '1' to the word 'question'.

This is concerning changing General Plan from LDR to MDR. We are residents of Las Palmas and watch on a daily basis the **traffic congestion** City Traffic Engineers will review any proposed projects as required for traffic safety or issues to meet required codes. and **potential accidents**. With the two roads coming together on West Canyon View Dr and the new road that goes in the back of Pelican Hills there is a lot of pedestrian and vehicle traffic. There are a lot of walkers and bikers. There are a lot of U-turns right on the hill where they have no view. The two homes below us have struggles getting in and out. Traffic is very fast up that hill. I know that the property at the end of West View Dr. that has been used for biking and hiking has been sold and I am sure that homes will soon be coming. With the new condos (Estancia) there is so much traffic and it is visitors using the condos or the time sharing properties and not familiar with the area. People do not adhere to the **speed limits** and also being distracted.

I am opposed to changing it from LDR to MDR.

Debra and Gary Achgill

Ray Snyder

(July 8 12:41)

From: Ray Snyder
Sent: Tuesday, July 12, 2016 2:57 PM
To: Jack Hammond
Cc: John Willis; Victoria Hales
Subject: RE: [SUSPECTED SPAM] Plan Amendment for West Canyon View Drive

Jack Hammond,

SEE Letter attached.

I will share your letter and concerns with the Planning Commission.

Note that there is no view protection on plats in St George. However, the Planning Commission and City Council do consider heights in their respective reviews and how they may fit with the immediate neighborhood being considered.

CONCERN for VIEWS

At this time this is only a request to change the land use density (GPA).

No project is proposed at this time; that would come later with a zone change application (if this GPA is approved). Letters would again be sent to residents if a project is proposed and its height.

2 ANSWER

- VLDR = Very Low density Residential = 0 – 2 du/ac
- LDR = Low Density Residential = up to 4 du/ac
- MDR** = Medium Density Residential = 5 – 9 du/ac
- MHDR = Medium High Density Residential = 10 – 15 du/ac
- HDR = High Density Residential = 16 -22 du/ac

See also comments in red below

PLANNING COMMISSION AGENDA REPORT: 07/12/2016

GENERAL PLAN AMENDMENT: PUBLIC HEARING

W Canyon View Dr
Case No. **2016-GPA-009**

Request: 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 property is generally located at 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.

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Applicant: CCA Investments, Inc.
Mr. Scott Oakey

APN: SG-GV-5-13, SG-GV-5-14

HAMMOND 1 OF 3

Area(s): 0.39 acres and 0.42 (total = 0.81 acres)
Location: The property is located on Canyon View Drive.
Zoning: R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)
General Plan: LDR (Low Density Residential)
Process: The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. The General Plan is a guide for land use decisions and contains various policies to help direct decisions related to land use and development of the city.

Comments: What is being considered is whether the current land use designation is appropriate or should it be changed to MDR. The Planning Commission has potentially three options for the application: Recommend approval for MDR on the property, recommend denial, or table for additional information.—

Zone Change

If the GPA amendment is approved, then a ZC application will need to be processed for development review and consideration.

SPR

If the GPA is approved by the City Council and a ZC is approved by council then as a part of the process a SPR (Site Plan Review) application will have to be submitted and civil engineering plan review will be made by staff.

Ray Snyder
Planner II Development Services
Office: (435) 627-4437



From: Jack Hammond [mailto: [REDACTED]]
Sent: Friday, July 08, 2016 10:41 AM
To: Ray Snyder
Subject: [SUSPECTED SPAM] Plan Amendment for West Canyon View Drive

Ray, please find attached letter regarding this development and eventual zoning change.

① question

↑

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

FRI. 7/8/2016

Letter attached

% Mr. Ray Snyder Planner II

Dear Mr. Snyder,

I am in receipt of a letter from your office dated June 30, 2016, which has been sent to owners of properties adjacent or near to a .81 land parcel (identified herein as the parcel) on West Canyon View Drive in St. George. An Initiative is underway that would result in a zoning change for this parcel from the current LDR (low density) to MDR (medium density residential). This zoning change is being initiated in the interest of allowing higher density development on the property at the behest of Mr. Scott Oakey.

I am writing to discuss questions I have regarding proposed development on this piece of property. My interest in the issue regards the **Impact** that this new development may have on property which I own that is adjacent to the parcel. I own a condominium unit in **Building #2** in the Las Palmas section of the Green Valley Resort. Whereas I recognize that the parcel and other land facing West Canyon View Drive will and should be developed in accordance with appropriate zoning laws, I am concerned that new development on the parcel will **obstruct** or partially **obstruct the views** that northwest facing units in Building #2 now enjoy. These views to Snow Canyon and adjacent mountainscapes as well as to the valley below are characteristics that motivated me to buy my condominium unit in the Las Palmas resort. They substantially enhance the personal experience that we have as a family in living in our condominium, and the views contribute substantially to the value of the property both to its market price if I sell it and as I rent the unit when I'm not there.

I've read the zoning ordinance as it applies to LDR and MDR development and have questions about how a change in zoning would impact potential development on the parcel. I've tried to contact you by phone but have not been given a reply. I would appreciate the opportunity to talk with you by phone prior to the July 12 public hearing. I live in Salt Lake City, and hope to be in St. George for the meeting. Discussing the matter with you prior to the public meeting would help me generate an appropriate response. Thank you for your consideration of my concerns. I look forward to talking with you.

Sincerely,
Jack Hammond

[Redacted Signature]

Ray Snyder

(July 8 Ltr)
9:17

From: Ray Snyder
Sent: Tuesday, July 12, 2016 3:02 PM
To: 'Bob Wallentine'
Subject: RE: West Canyon View drive zoning change

1) Height
2) Number of units
3) ground stability

Bob Wallentine,

At this time this is only a request to change the land use density (GPA).

No project is proposed at this time; that would come later with a zone change application (if this GPA is approved).

VLDR = Very Low density Residential = 0 - 2 du/ac LDR = Low Density Residential = up to 4 du/ac MDR = Medium Density Residential = 5 - 9 du/ac MHDR = Medium High Density Residential = 10 - 15 du/ac HDR = High Density Residential = 16 - 22 du/ac

See also comments in red below

PLANNING COMMISSION AGENDA REPORT: 07/12/2016

GENERAL PLAN AMENDMENT: PUBLIC HEARING
W Canyon View Dr
Case No. 2016-GPA-009

2
AB Sumner

Request: 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 property is generally located at 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.

Background: Typically the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October) and this requires a complete application submittal approximately a month in advance (to allow adequate processing and noticing time). This application fits within the required time period.

Applicant: CCA Investments, Inc. / Mr. Scott Oakey

APN: SG-GV-5-13, SG-GV-5-14

Area(s): 0.39 acres and 0.42 (total = 0.81 acres)

Location: The property is located on Canyon View Drive.

Zoning: R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)

General Plan: LDR (Low Density Residential)

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

Comments: What is being considered is whether the current land use designation is appropriate or should it be changed to MDR. The Planning Commission has potentially three options for the

Wallentine | OF 2

application: Recommend approval for MDR on the property, recommend denial, or table for additional information.

Zone Change

If the GPA amendment is approved, then a ZC application will need to be processed for development review and consideration.

SPR

If the GPA is approved by the City Council and a ZC is approved by council then as a part of the process a SPR (Site Plan Review) application will have to be submitted and civil engineering plan review will be made by staff.

Ray Snyder
Planner II Development Services
Office: (435) 627-4437



-----Original Message-----

From: Bob Wallentine [mailto:████████████████████]
Sent: Friday, July 08, 2016 9:17 AM
To: Ray Snyder
Subject: West Canyon View drive zoning change

1
EWallentine

Dear Mr. Snyder:

We appreciate the notice of a proposed change in zoning in our area & the opportunity to comment.

Several of our friends here in Ogden own units in Las Palmas & have some concerns. It would be inconvenient to attend either hearing. We have the following concerns & would appreciate an explanation of the following: 1) What is the planned height? 2) the number of planned units. 3) The stability of the ground.

In years past the north east corner of Los Palmas unit 3 has settled. It may have been on fill.

Thank you for your reply.

Sincerely,

Robert E Wallentine



2 of 2

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL) ON 0.81 ACRES

(Canyon View Drive – CCA Investments, Inc.)

WHEREAS, the applicants have requested a change to the General Plan Land Use Map for properties generally located on Canyon View Drive from LDR (Low Density Residential) to MDR (Medium Density Residential); and

WHEREAS, the City Council held a public hearing on the requested change to the Land Use Map on August 4, 2016, and received and reviewed pertinent information regarding the proposal; and

WHEREAS, the Planning Commission held a public hearing on July 12, 2016, and the City Council has reviewed the Planning Commission's recommendation; and

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

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

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

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately .81 acres of property fully described on Exhibit "A" attached hereto and incorporated herein.

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 4th day of August, 2016.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

Existing General Plan = LDR



SG-GV-5-13

SG-GV-5-14



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

Date Submitted 2016-07-26 10:57:28**Applicant** City of St. George**Quick Title** Public Hearing, GP Amendment, and Ord From FP to HDR**Subject** 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."**Discussion** The applicant requests the General Plan Land Use Map be changed to High Density Residential (HDR) 16-22 dwelling units/acre. The request would expand the current HDR that is located in the area. The current FP land use designation was a result of the flood plain on the property. However, the flood plain map was revised and the property is no longer located in the flood plain, thus the request to change the land use to reflect the change.**Cost** \$0.00**City Manager Recommendation** This general plan amendment would allow the use of the land after zone change to be used for an affordable housing project. It seems like a perfect place as it will be surrounded by other multifamily projects and the dinosaur site, and the new Smith's Food King. Planning Commission recommends approval.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: 07/12/2016
CITY COUNCIL AGENDA: 08/04/2016

GENERAL PLAN AMENDMENT: Case No. 2016-GPA-008 PUBLIC HEARING **River Walk Village General Plan Amendment**

Request: To amend the General Plan Land Use map to change the land use designation 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.

Applicant: City of St. George

Area: 4.7 acres

Property: Currently a vacant parcel located on the west side of the logical extension of 2450 east and the Virgin River. The parcel is located between the Virgin River on the east and adjacent to the recently approved Greyhawk apartments to the west.

Current Zone: R-1-10

Current GP: FP (Flood Plain)

Surrounded GP:
North: HDR, MDR, and OS
East: FP
South: FP
West: HDR

Process: The Planning Commission is responsible for reviewing all requested amendments to the City General Plan and making a recommendation to the City Council. The General Plan is a guide for land use decisions, and any amendments to the General Plan must be considered in a public hearing setting.

Request: The applicant requests the General Plan Land Use Map be changed to High Density Residential (HDR) 16-22 dwelling units/acre instead of the present FP (Flood Plain) designation. The request would expand the current HDR that is located in the area.

PC:

Planning Commission spent considerable time discussing this application and hearing public comment. Most of the discussion was related to the flood plain and HDR at this location. After several failed motions and additional discussions, the Planning Commission recommends approval (4-1).

Comments:

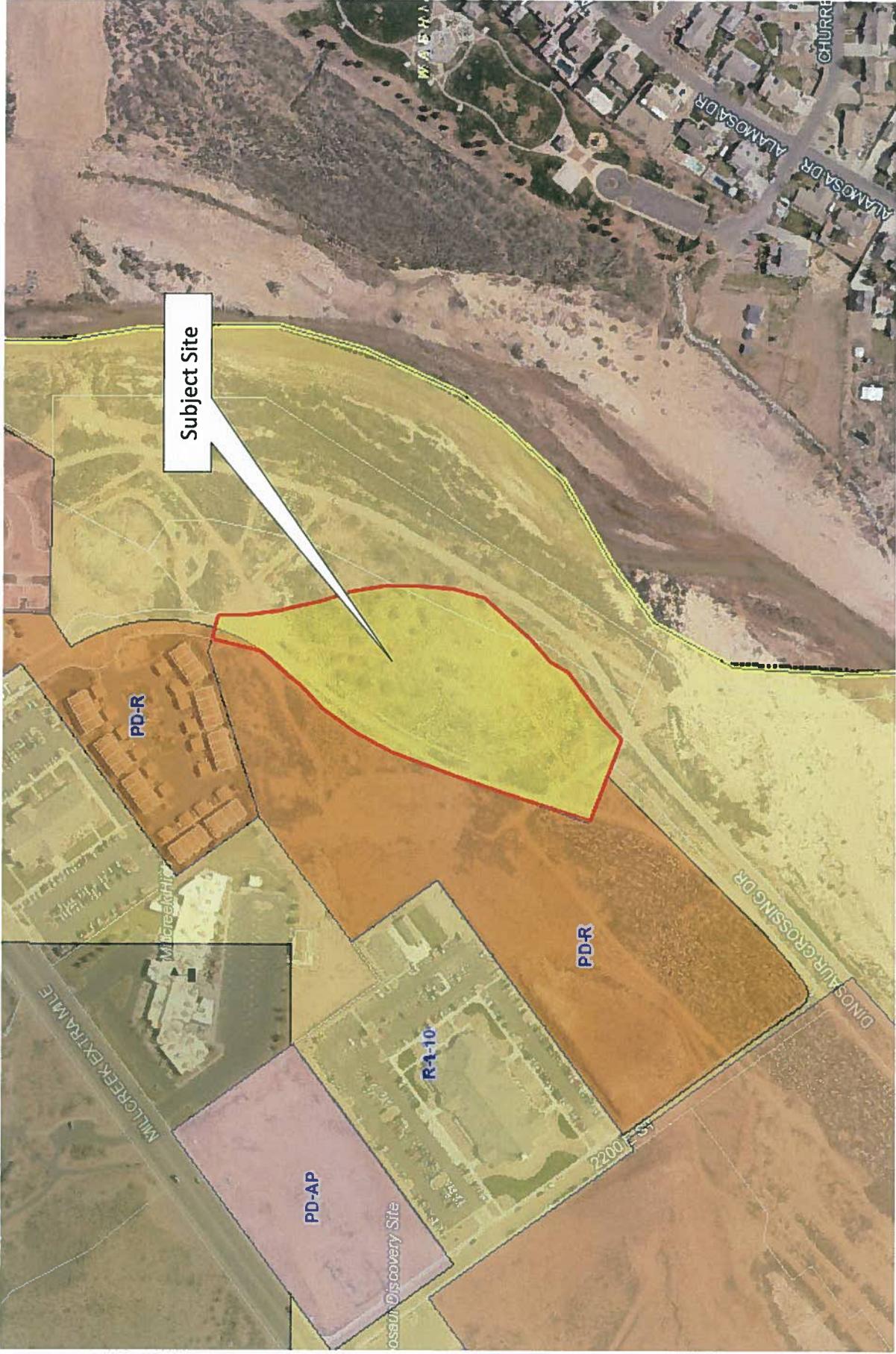
1. The General Plan land use map is a guide for zoning decisions and zoning requests which are not consistent with the General Plan generally require a G.P. amendment prior to considering the zoning request. If the General Plan is amended as requested, the applicants would then submit a zone change for a high density residential project (15-22 dwellings/acre).
2. The current FP land use designation was a result of the flood plain on the property. However, the flood plain map was revised and the property is no longer located in the flood plain, thus the request for HDR. The property is surrounded by MDR and HDR and this would be an expansion of the current HDR, which is located to the northwest of the property.
3. Current zoning is R-1-10 and an applicant could build single family houses if all ordinances were met.
4. The subject property (4.7 acres) is currently vacant with natural areas and areas that have been disturbed. Grading has occurred on the site, due to the rip rap and the trail being constructed. To the northwest of the property, is the location of recently approved Greyhawk apartments. The Virgin River is located along the southeast and the property and a future city park is proposed to the northeast.
5. Utility capacity appears adequate to serve the potential density increase. There is a 30" water line, and 8" sewer line in Riverside Drive, which can provide water and wastewater service to the property.

2016-GPA-012

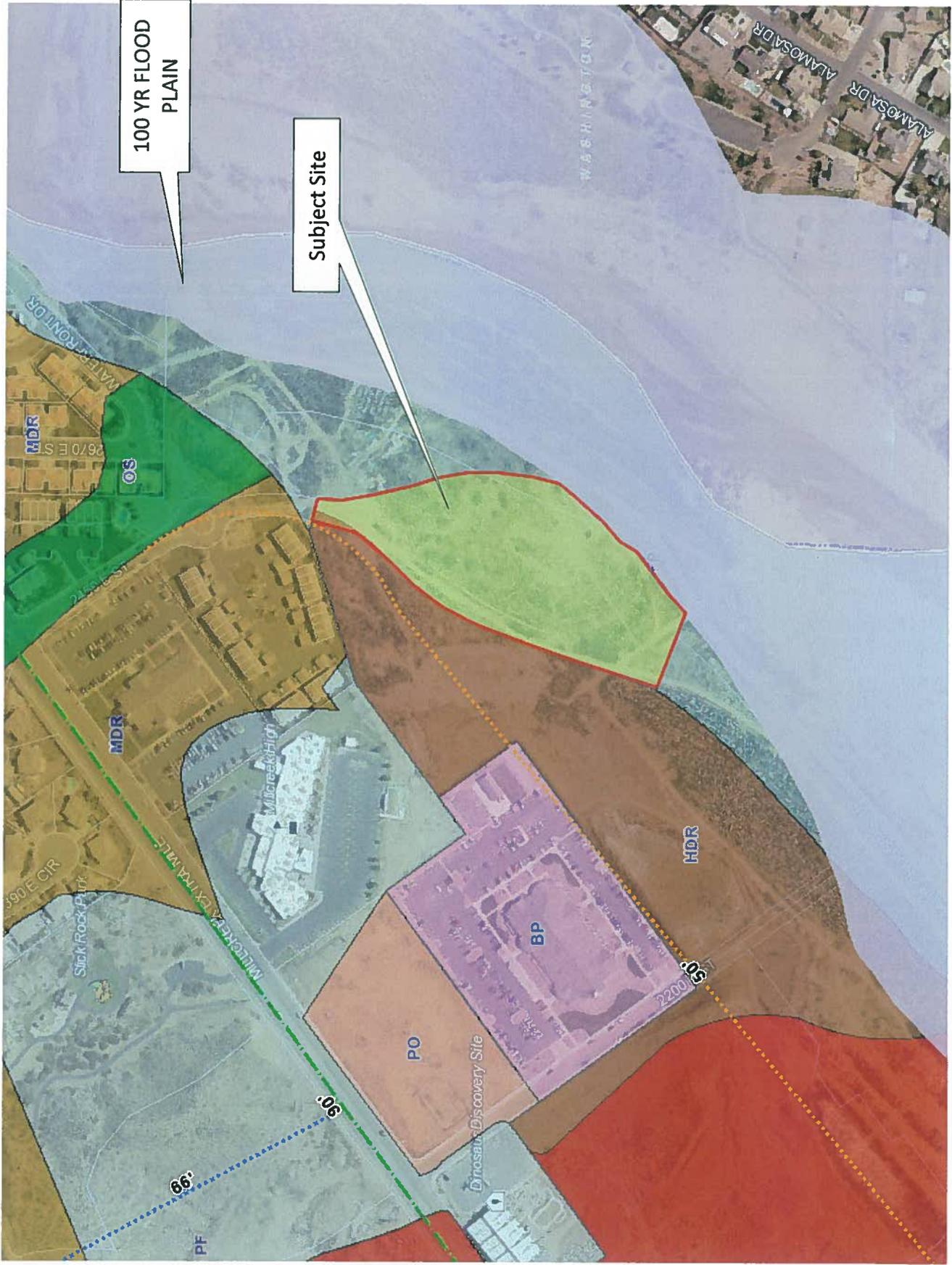
FP to HDR



Subject Site

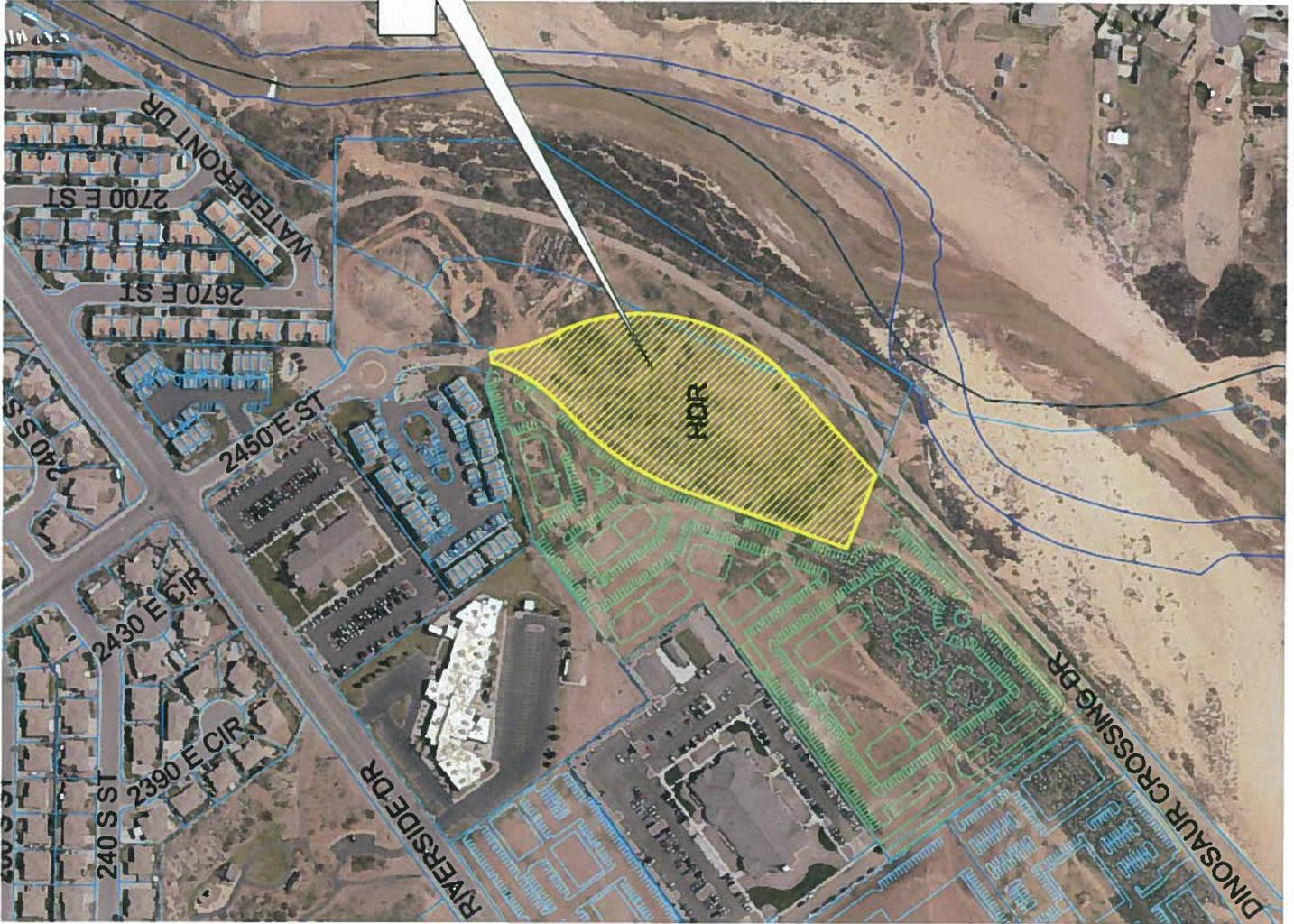


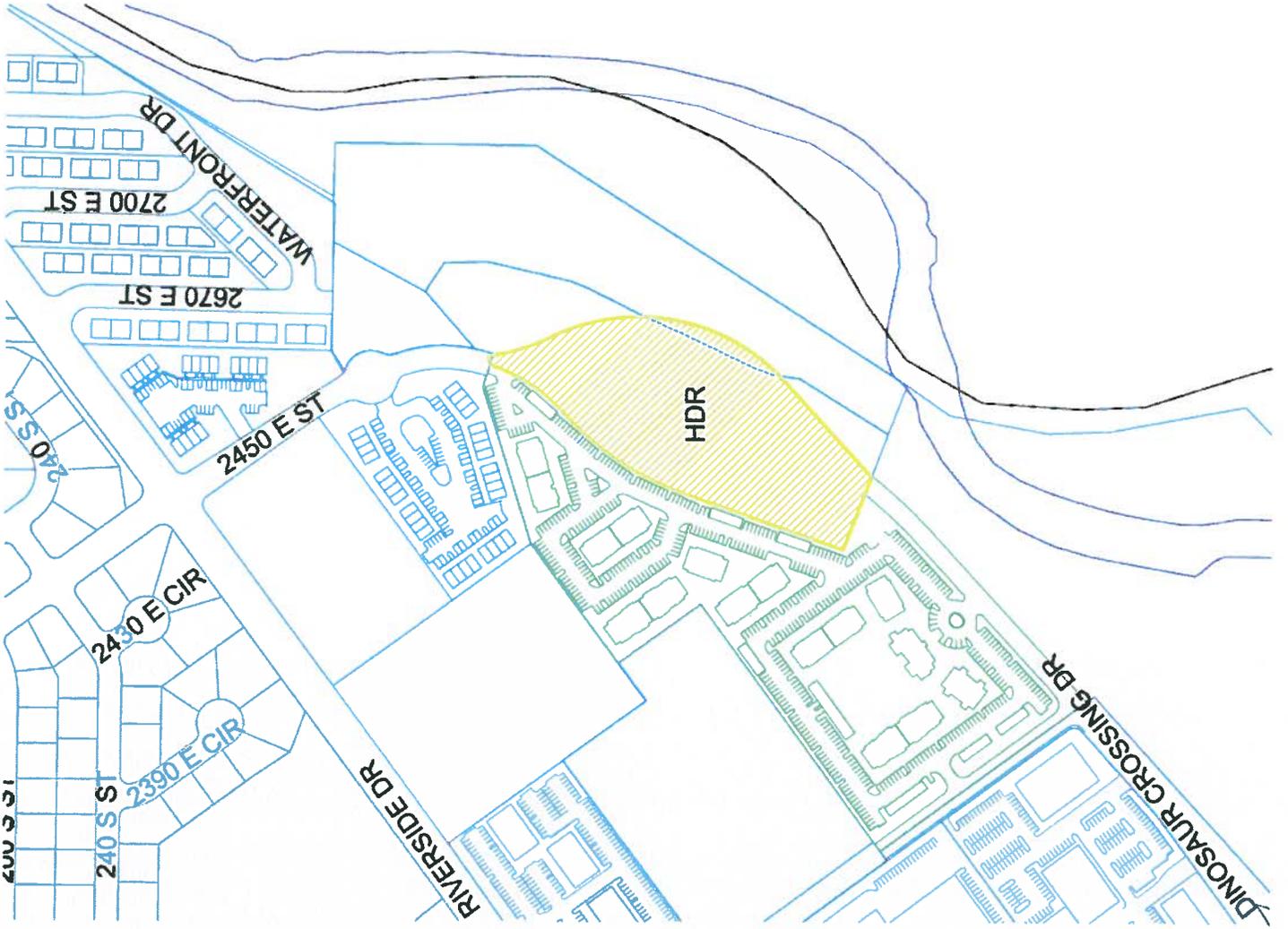
Current Zoning

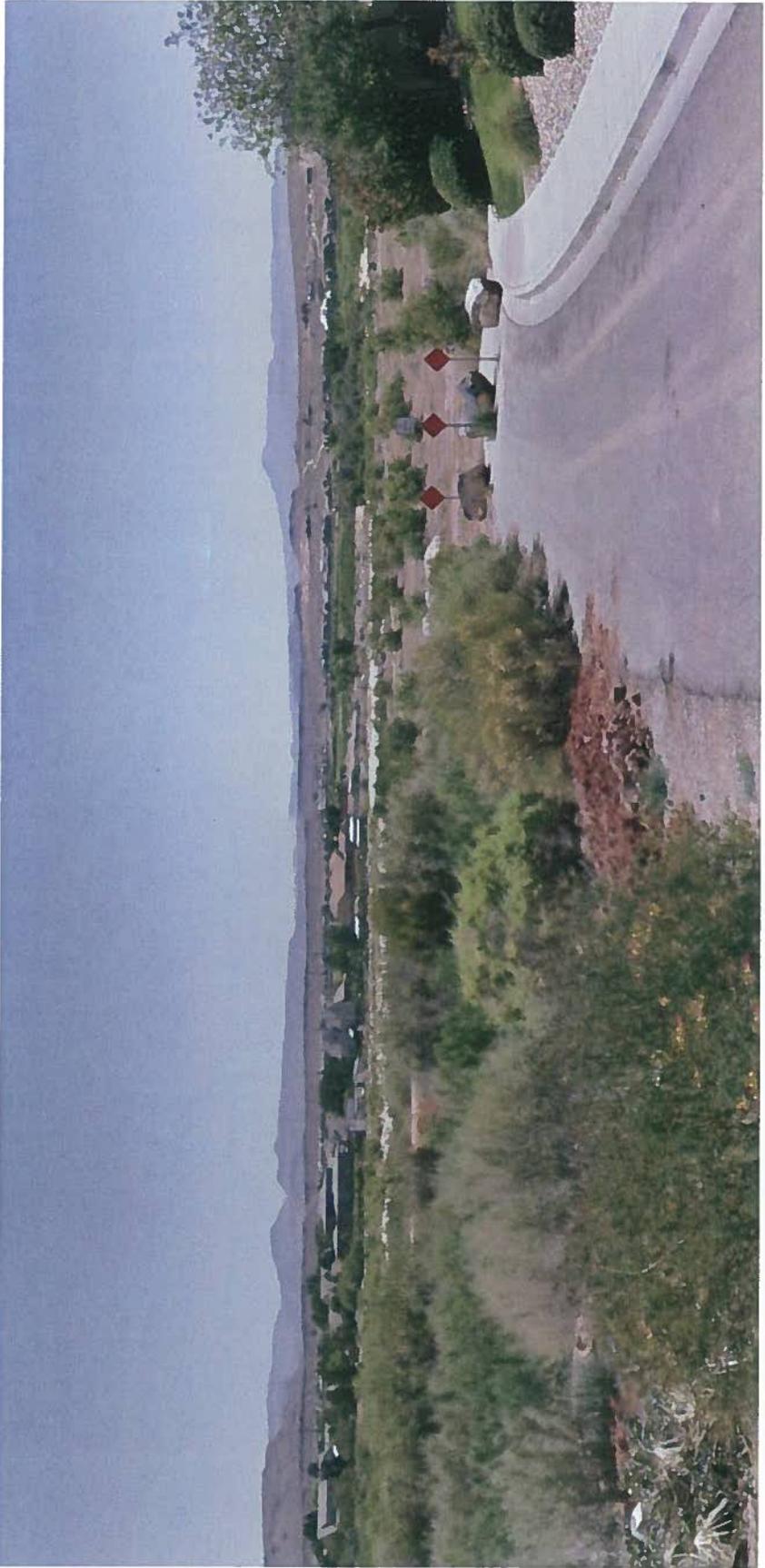


Current General Plan Land Use

Subject Site







Christina Fernandez

30

From: John Willis
Sent: Wednesday, August 03, 2016 4:52 PM
To: Christina Fernandez
Subject: FW: Case No. 2016-GPA-008

From: Jordan Mathis [mailto:jordandmathis@gmail.com]
Sent: Wednesday, August 03, 2016 1:52 PM
To: John Willis
Subject: Case No. 2016-GPA-008

Dear Mr. Willis & City Council,

I appreciate the opportunity to offer my input into the proposed General Plan amendment to change the 4.7 acres currently designated as Flood Plain to High Density Residential. In my view there was a right and good reason that land was designated as a Flood Plain; because it is prone to flooding. Anyone who spent any level of time down there during the flooding of 2010 would scratch their head at why the city would even think about about making such a change. To do so would be irresponsible to say the least, and would be borderline unethical.

I have sat in meetings where city officials have made the case that the city needs to be able to provide land uses for High Density Residential housing because not everyone can afford to, or desires to purchase a home. I agree with that statement and feel that the city should in fact look after the needs of its diverse residents as best as possible. However, that same argument is the very reason that this change should not be made. If the city officials truly want to look after the welfare and the needs of its residents, they should not allow this change to be made to even allow the possibility of a zone change. If this land was to be developed into High Density Residential house, it is doubtless that many of residents living in this area would be living there because they cannot afford a home of their own. These individuals would in good faith move into the area not knowing that where they live is at high risk for flooding. After all, why would the city officials allow it? Making this change would in essence put an already financially vulnerable population at higher risk of losing much of their temporal wealth.

In the past solutions such as putting parking lots closer to the potential flood area has been the solution. However, if the plan is amended and an eventual zone change occurs the entire area is at risk. Not only that but putting parking closer to the flood area only serves to protect the developer and their buildings. The residents are left to park their most valuable asset, their vehicle, in the path of the flood, where it is at risk of being washed away or rendered inoperable by flood waters. And unfortunately for many their very livelihood is tied to their vehicle and its ability to provide them with regular and reliable transportation.

In making this change the city is gambling with the lives, wealth, and livelihood of its residents. I don't think this is a risk the city or the council should assume with all that is at stake. There was a reason that this land was designated in the General Plan as a Flood Plain and it should be left that way. Live up to your self-imposed title of "conservative" and do the conservative thing and don't risk all that is at stake in making this change.

Sincerely,

Jordan D. Mathis

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM FP (FLOOD PLAIN) TO HDR (HIGH DENSITY RESIDENTIAL) ON 4.7 ACRES (City of St. George)

WHEREAS, the applicants have requested a change to the General Plan Land Use Map for properties generally located on the west side of the logical extension of 2450 East and the Virgin River from FP (Flood Plain) to HDR (High Density Residential); and

WHEREAS, the City Council held a public hearing on the requested change to the Land Use Map on August 4, 2016, and has received and reviewed pertinent information regarding the proposal; and

WHEREAS, the Planning Commission held a public hearing on July 12, 2016, and the City Council has reviewed the Planning Commission's recommendation; and

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

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

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

Section 2.Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation from FP (Flood Plain) to HDR (High Density Residential) on approximately 4.7 acres of property fully described on Exhibit 'A' attached hereto and incorporated herein.

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 4th day of August, 2016.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"



DRAFT

Agenda Item Number : **3D**

Request For Council Action

Date Submitted 2016-07-26 10:42:31

Applicant Medicinal Properties LC

Quick Title Public Hearing, GP Amendment, and Ord From LDR to PO

Subject 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.

Discussion The applicant is proposing to modify the land use to PO, which would support a zoning designation of Administrative Professional or PD-C. The Planning Commission spent considerable time discussing the proposal adjacent to the existing residential. The Planning Commission recommended approval with a portion of the property remaining LDR. The portion that would remain LDR is located along 1100 south.

Cost \$0.00

City Manager Recommendation This is the property along Riverside drive that is a open field. There has always been some concern about this going commercial or office,however, I am not sure that single family homes is the answer. The PC recommended approval with a portion backing up to the existing housing remaining LDR.

Action Taken

Requested by John Willis

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: 07/12/2016

CITY COUNCIL AGENDA: 08/04/2016

GENERAL PLAN AMENDMENT: PUBLIC HEARING

Gubler – Appr. 550 East and 650 East Riverside Drive

Case No. 2016-GPA-012

- Request:** 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 property is located at approximately 550 East and 650 East Riverside Drive.
- Background:** Typically the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October) and this requires a complete application submittal approximately a month in advance (*to allow adequate processing and noticing time*). This application fits within the required time period.
- Applicant:** Medicinal Properties LC
- Area:** 8.66 acres
- Location:** The property is located at approximately 550 East and 650 East Riverside Drive.
- Current Zone:** R-1-10 (Single Family Residential 10,000 square feet min.)
- Current General Plan:** LDR (Low Density Residential)
- Process:** The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. The General Plan is a guide for land use decisions and contains various policies to help direct decisions related to land use and development of the city.
- Narrative:** The applicant proposes to modify the General Plan Land Use Map to support development of a medical facility. The PO (Professional Office) land use designation supports A-P (Administrative Professional Office) and PD (Planned Development) zoning districts
- Comments:** What is being considered is whether the current land use designation is appropriate or should it be changed to PO. Current land use designation is LDR and the development to the north has been developed as LDR. The applicant is proposing to extend the land use designation to the

existing single family development to the north. Similar proposals have been approved with a buffer around the existing residential developments. For instance, the IHC GPA left a portion of the property LDR, which was adjacent to the existing residential properties and provided a buffer.

Zone Change

If the GPA amendment is approved, then a ZC application will need to be processed for development review and consideration.

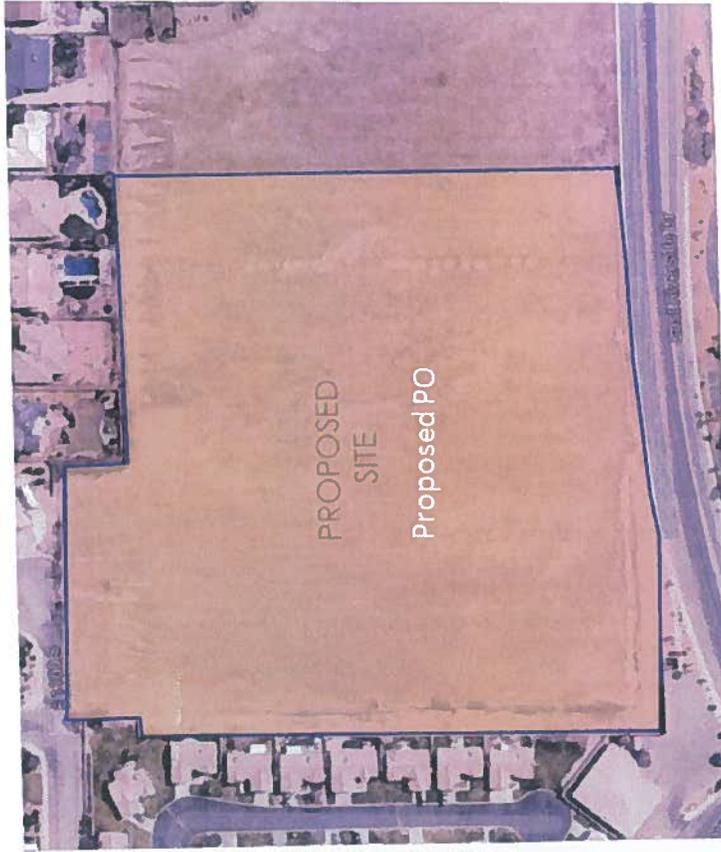
SPR

If the GPA is approved by the City Council and a ZC is approved by council then as a part of the process a SPR (Site Plan Review) application will have to be submitted and civil engineering plan review will be made by staff.

PC:

Planning Commission spent considerable time discussing the application and if the PO land use designation should extend to the existing residential. After much discussion, a motion was made to modify the request and recommend a portion remain LDR. Planning Commission recommended approval (5-0) with the exception of the northeast corner, extending with the existing residential lots.

Applicants Proposal



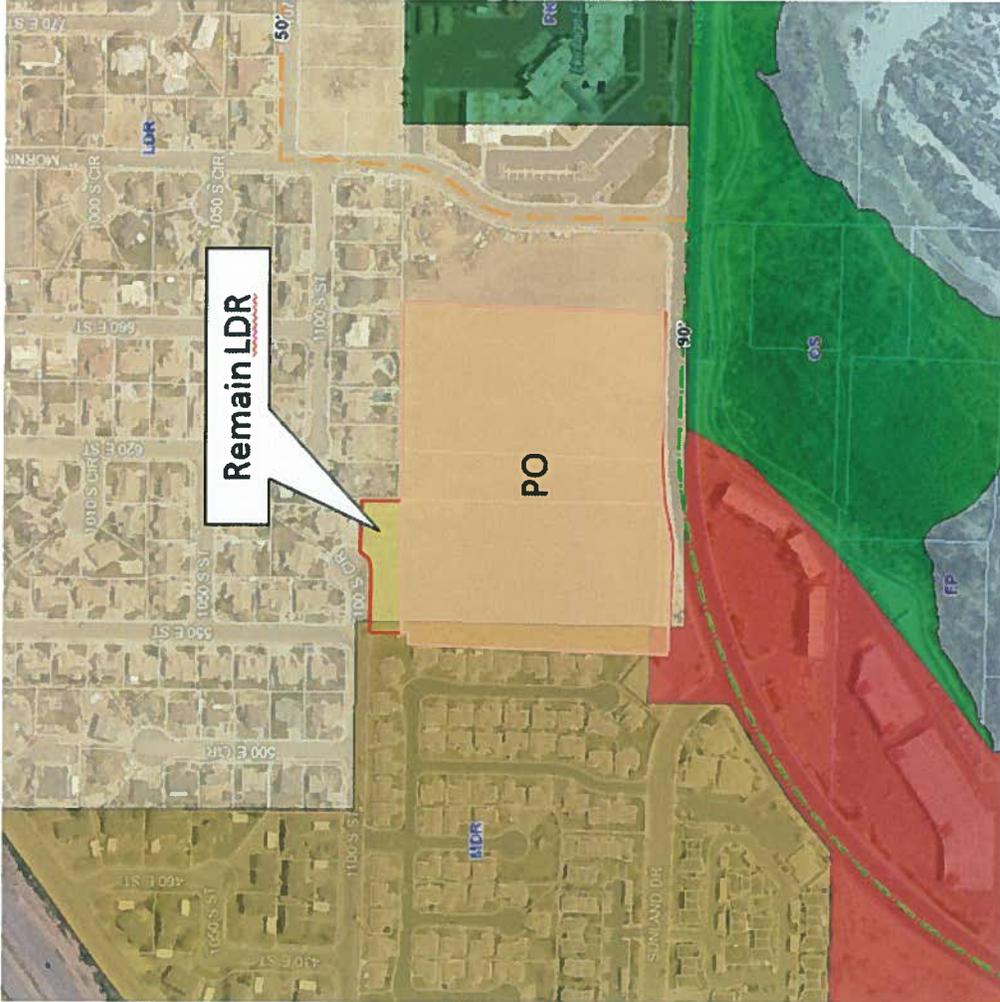
Existing Site

Scale: 1" = 40'-0"



Medical Plaza

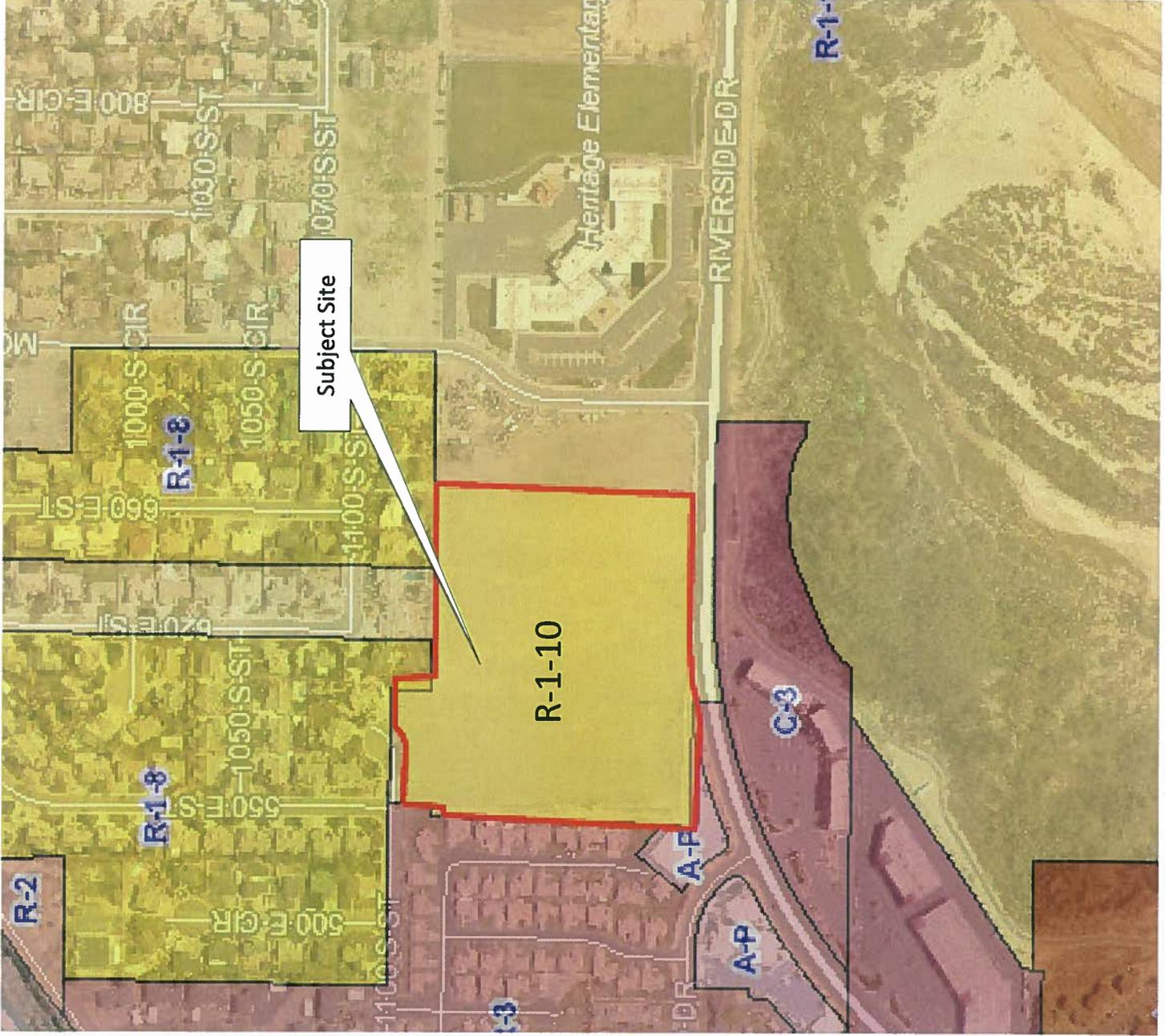
401 E. Riverside Road
St. George, Utah



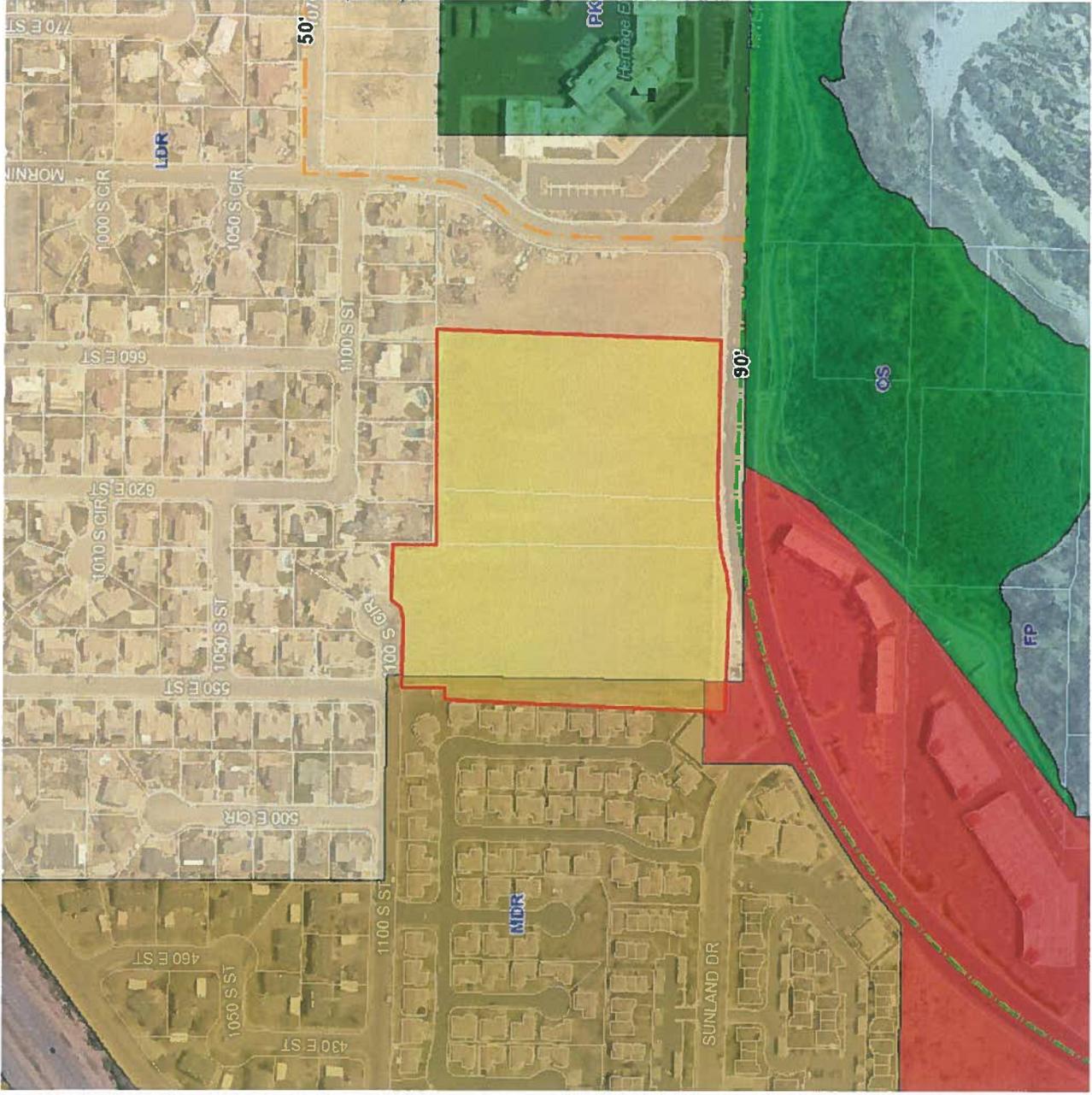
PC Recommendation

2016-GPA-012

LDR to PO



Current Zoning



Current General Plan Land Use

Applicants Proposal

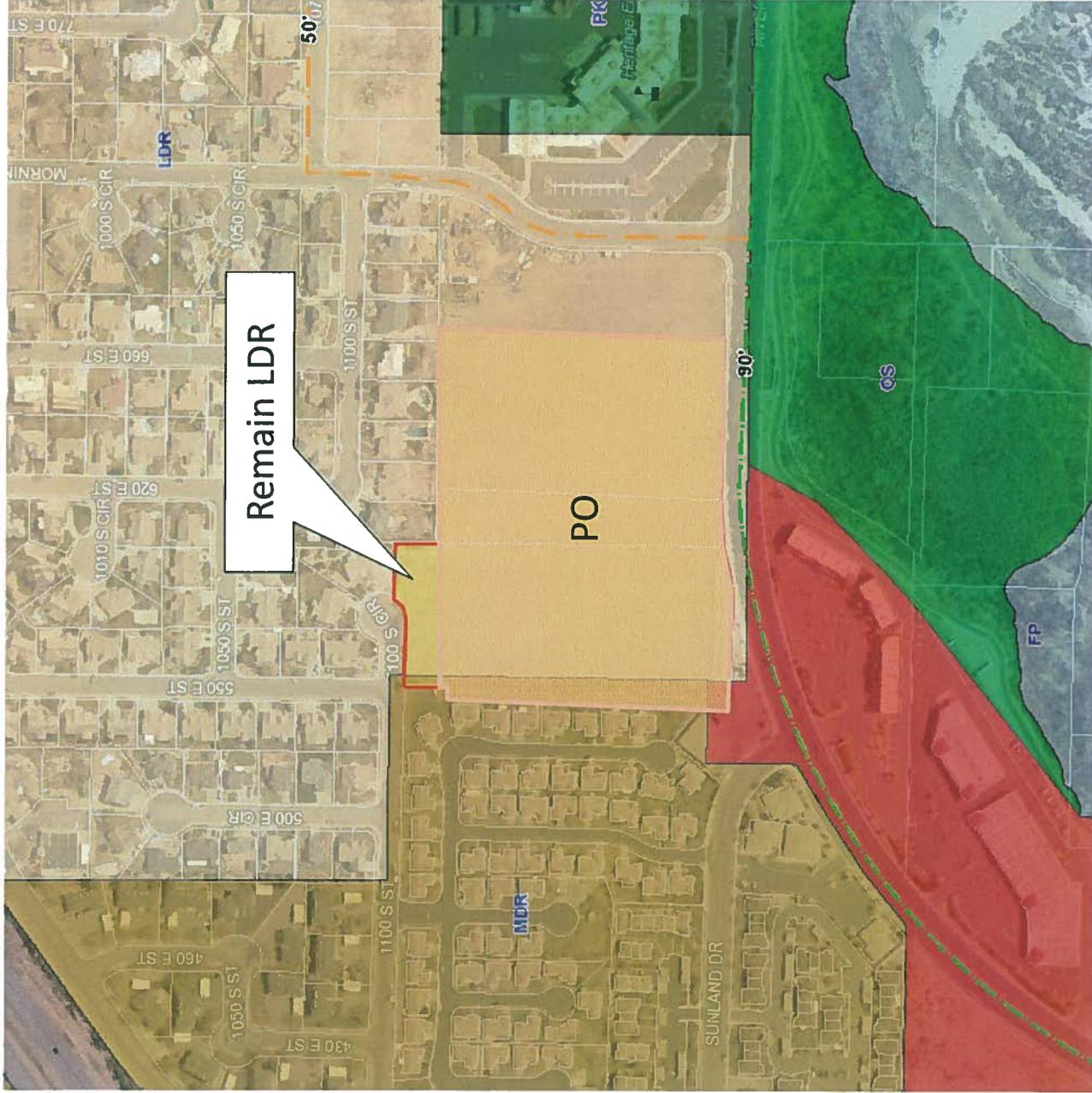


June 9, 2016
North

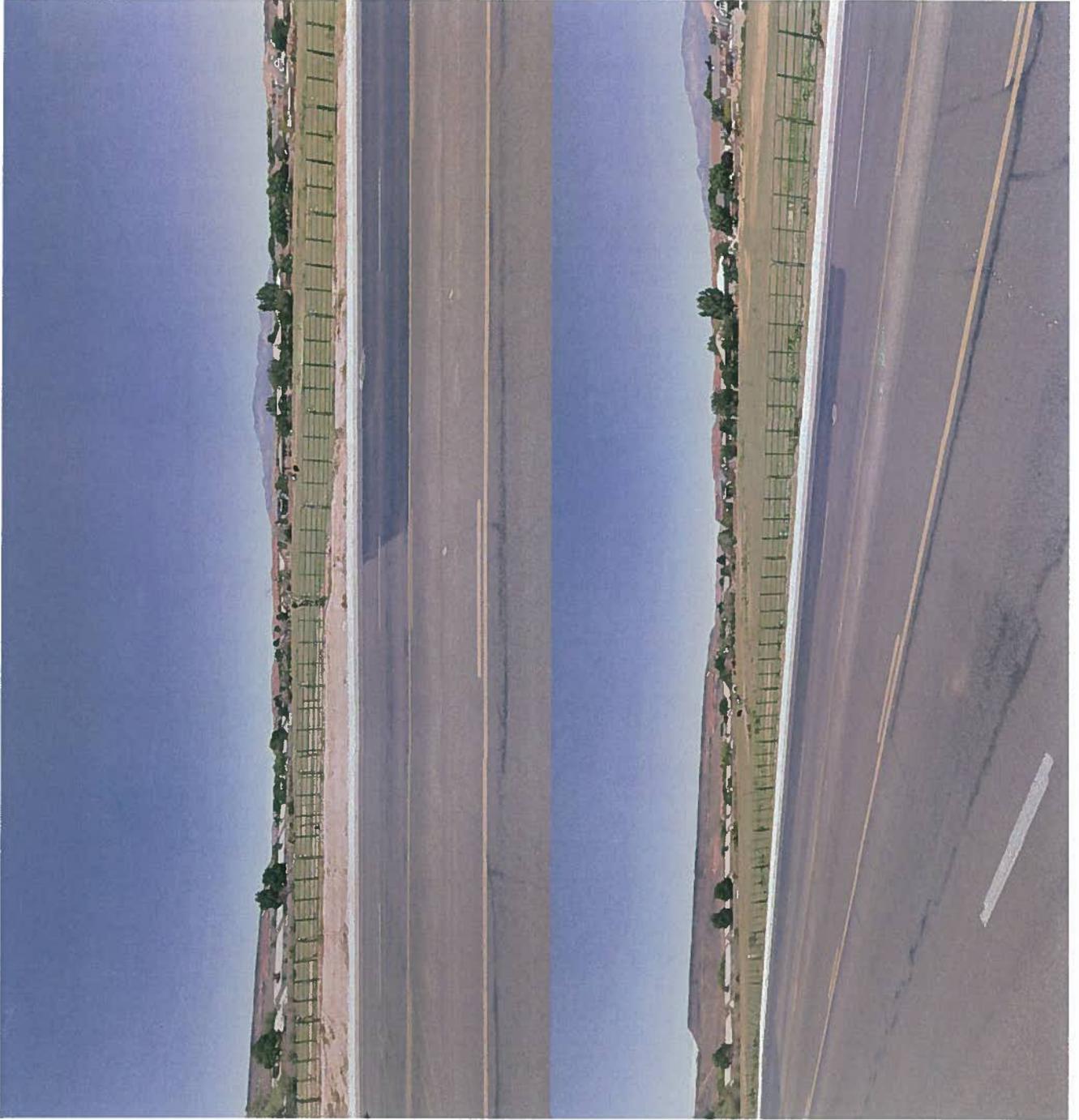
Existing Site
Scale: 1" = 40'-0"



Medical Plaza
601 E. Riverside Road
St. George, Utah



PC Recommendation





Christina Fernandez

3D

From: John Willis
Sent: Wednesday, August 03, 2016 4:53 PM
To: Christina Fernandez
Subject: FW: Medicinal Properties LC Case #2016-GPA--12

-----Original Message-----

From: [REDACTED] [mailto:[REDACTED]]
Sent: Wednesday, August 03, 2016 2:15 PM
To: John Willis
Subject: Medicinal Properties LC Case #2016-GPA--12

August 3, 2016
To Whom It May Concern:

I am against the General Plan Amendment to amend the General Plan from LDR to PO on approximately 8.66 acres as well as a future zone change .

1) It will promote commercial entities near a school. As a retired teacher, I have seen what businesses in close proximity to an elementary school can invite. It creates lack of control of the surroundings of children's activities.

2) The proposal will isolate residential properties making them excellent targets for thievery, drugs, etc. which occur when businesses are "dark".

Sincerely,
bindy (Belinda)boylin

[REDACTED]
Saint George, Utah 84790
[REDACTED]

Christina Fernandez

3D

From: John Willis
Sent: Thursday, August 04, 2016 8:35 AM
To: Christina Fernandez
Subject: FW: Proposed General Plan Change along Riverside Drive between 550 E and 650 E
Attachments: Dear Mayor and Council Members.pdf; Points for consideration.pdf

From: Dave Demas [mailto:ddemas7@gmail.com]
Sent: Wednesday, August 03, 2016 6:42 PM
To: John Willis
Subject: Proposed General Plan Change along Riverside Drive between 550 E and 650 E

Dear John:

Thanks for taking the time to talk with me and better inform me as to the proposed GP change. I was able to hurry and put together a letter and a list of points for consideration. Please see the attached. I wish I had more time but I just found out about this the other day.

As I explained, this proposed change is not directly in my back yard but I do live in the neighborhood next to the elementary school and am familiar with the history of the area as it has developed. Many of the neighbors who were around when this planning was discussed have either moved or passed away, however, there are still a number of us here that remember the commitments made.

I mentioned to you that while I was exercising this morning I talked with several residents who do in fact back the proposed change and they are very concerned and would rather see single family homes as well but do not know what to do or how to go about being heard. They also made statements like we don't think we can stop it anyway. I did suggest to and encouraged them to attend the meeting and be willing to speak their mind and let the Council hear their thoughts. The Mayor and Council do listen.

These neighbors also indicated that if the property designation were to change that this would be better than commercial, strip malls, or high density residential; and I would agree with that. Apparently several of them have seen some rendering of what the developers purpose and are really against anything with 3 levels. (I haven't seen anything)

I hope the information I have attached will help and be carefully considered. As I said, I will be unable to attend due to prior committments so I felt that this was the next best way to communicate. Please provide this information to the Mayor and Council.

Thanks again.

Respectfully,

Dave Demas

Dave Demas

Points for Consideration:

- In the late 90's the City Council Committed to the area residents to "draw a line in the sand" per se to prevent commercial, professional office or others uses to encroach into the single family residential areas. They drew a westerly line and an easterly line. The westerly line was to follow the westerly property line of the Gubler parcel (which is also the Moon River TH line) and the easterly line was to follow the easterly line of the Cox Parcel; all of this property lying on the north side of Riverside Drive.
- This commitment was further recognized in the minutes of the Nov. 4, 1999 City Council meeting during a public hearing to discuss a left-over parcel on the north side of the road. On page 12 of the minutes, Mr. Kevin Ence, the developer of Southfield Estates, advised the council as follows, "that a similar request was denied several years ago and at that time the **City Council said they would keep Riverside Drive as a residential buffer for commercial zoning**"while discussing the zone change request Mayor McArthur reminded all that "**several years ago the City Council agreed there would not be commercial development on that side of the road**". He was referring to the commitment the council had made to keep the area north of Riverside Drive as single family residential. Due to the nature of this left-over parcel it was eventually zoned as professional office which made sense for the situation at hand. However that meeting clearly referred to and used the commitment made by the City Council to the area neighborhood that the area was to remain as single family.
- I am sure there are other references to this commitment in older minutes but they are not available on line to search.
- This area is needed to increase the stability of Dixie High and Dixie Middle School enrolment. This is the last area within a reasonable distance to provide a feeder area for the Dixie High boundaries. Providing single family residential homes provides the stability and sustainability that an area high school needs. If you look at the demographics of the in-town boundaries of the high school(s) you can see that they are challenging at best. This single family area is needed to improve this condition.
- The elementary school needs to be surrounded, as much as possible, with residential neighborhoods. The potential to eventually surround this wonderful elementary with other uses will begin with the subject change. Don't create another West Elementary that will soon be lost and forgotten. This neighborhood needs a strong elementary school.
- If this GP change is approved, how do you deny the Cox parcel the same approvals if requested.
- What does this do to the property values of the neighborhood: In time, it will send them lower and make them less attractive to new purchasers.
- Continuing to provide for single family homes in this area goes hand in hand with the Alternative Transportation Concept that the City is supporting. Residents here could walk or bike or take transit or ? to nearly anywhere they would need to go. Medical, shopping, school, etc.
- Daily Traffic is significantly reduced by leaving the area as R1- 10 or maybe R1-8 as compared to professional or medical office. These uses have high turnover rates with patients coming and going throughout the day.

- We have heard said that the owners of the property are asking too much for the property to become residential single family. That may be true but the General Plan and the current zoning calls for low density residential (R1-10) If the owners are overpricing their property for the market then they should have to adjust if they want to sell. This is a typical game that developers and land owners play just to increase the value of their property to the highest use and not necessarily the best use for the area.

We support good development and I am sure this will be a good development, but the question is "is this the right place for this good development?"

Dave Demas

Talking points

- In the late 90's the City Council Committed to the area residents to "draw a line in the sand" per se to prevent commercial, Professional Office or others uses to encroach into the single family residential areas. They drew a westerly line and an easterly line. The westerly line was to follow the westerly property line of the Gubler parcel and the easterly line was to follow the easterly line of the Cox Parcel; all of this property lying on the north side of Riverside Drive.
- This commitment was further recognized in the minutes of the Nov. 4, 1999 City Council meeting during a public hearing to discuss a left-over parcel on the north side of the road. On page 8 of the minutes, Mr. Kevin Ence, the developer of Southfield Estates, advised the council as follows, "that a similar request was denied several years ago and at that time the **City Council said they would keep Riverside Drive as a residential buffer for commercial zoning**"while discussing the zone change request Mayor McArthur reminded all that "**several years ago the City Council agreed there would not be commercial development on that side of the road**". He was referring to the commitment the council had made to keep the area north of Riverside Drive as single family residential. Due to the nature of this left-over parcel it was eventually zoned as professional office which made sense for the situation at hand. However that meeting clearly referred to and used the commitment made by the City Council to the area neighborhood that the area was to remain as single family.
- I am sure there are other references to this commitment in older minutes but they are not available on line to search.
- This area is needed to increase the stability of Dixie High and Dixie Middle School enrolment. This is the last area within a reasonable distance to provide a feeder area for the Dixie High area. Providing single family residential homes provides the stability and sustainability that an area high school needs.
- The elementary needs to be surrounded, as much as possible, with residential neighborhoods. Don't create another West Elementary.
- If this area is approved, how do you deny Cox the same approvals if requested.
- What does this do to the property values of the neighborhood, It will send them lower and make them less attractive to new purchasers.
- Allowing homes in this area goes hand in hand with the area alternative transportation concept that the City is supporting. Homes could walk or bike or ? nearly anywhere they would need to go. Medical, shopping, school, etc.
- Daily Traffic is significantly reduced by leaving the area as R1- 10 or maybe R1-8 as compared to professional office.
- We have heard said that the owners of the property are asking too much for the property to become residential single family. That may be true but the General Plan and the current zoning calls for low density residential (R1-10) If the owners are overpricing their property for the market then they will have to adjust. This is a typical game that developers play just to increase the value of their property to the highest use and not necessarily the best use for the area.

Dear Mayor and Council Members:

I am writing in regards to the proposed General Plan change on Riverside Drive at approximately 550 East and 650 East. This proposed amendment, if approved, will change the designation from Low Density Residential to Professional Office. **I and many of my neighbors are very opposed to this change in plan.**

Many years ago the issue of this area and the area to the east (the Cox Parcels), both parcels are on the north side of Riverside Drive, were addressed. At that time the then Mayor and City Council committed to the area neighborhood that these parcels were to remain low density residential. This determination was made based on many factors, one of them being the sustainability of the neighborhood area, the high school, the middle school, and the overall demographics of this area of town. This area was to be one of the remaining parcels that could be developed as single family residential to provide enough residents to improve the sustainability and value of this area of town.

A line was drawn to the west along the westerly property line of the Gubler Property, and to the east along the easterly property line of the Cox's property with the intent on these parcels remaining as low density residential. The intent was that the roadway, Riverside Drive, was to be the buffer between the residential and commercial, office or other land use. This commitment has been honored throughout the years and the property has been zoned R-1-10 since that time.

I offer the attached points and information for consideration and respectfully request that the now present Mayor and City Council honor the commitment of the previous Mayor and Councils and respect the desires and wishes of the neighbors and leave this area as low density residential so that the intent of the General plan can be carried out.

Respectfully,

David J. Demas P.E.

Local resident and former St. George City , City Engineer.



November 4 1999 City Council Minutes

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
NOVEMBER 4, 1999, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

Mayor Daniel McArthur
Councilmember Sharon Isom
Councilmember Rod Orton
Councilmember Suzanne Allen
Councilmember Bob Whatcott
Councilmember Larry Gardner
City Manager Gary Esplin
City Attorney Jonathan Wright
City Recorder Gay Cragun

OPENING:

Mayor McArthur welcomed all in attendance and congratulated Councilmembers Whatcott, Gardner and Orton on their re-election. The flag salute was led by Scout Nick Spilker, and the invocation was offered by Tom Lamb. Mayor McArthur invited Scouts from Troop 464 to introduce themselves.

BID OPENING:

Consider award of bid for capacitor banks for the Power Department.

Purchasing Agent Sue Swensen presented two bids received: Winlectric \$66,400; and CED dba Royal Utilities \$43,370. A third bid from Western States was returned unopened as it was received three days after the bid deadline. She recommended award of the bid to the low bidder, CED dba Royal Utility, in the amount of \$43,370.

A motion was made by Councilmember Gardner to award the bid to CED dba Royal Utility in the amount of \$47,370. The motion was seconded by Councilmember Isom, and all voted aye.

BID OPENING:

Consider selection of the firm to design the proposed skate park.

Leisure Services Director Kent Perkins advised the City held numerous public meetings to receive public input and requested RFPs. Six were received at prices ranging from \$28,800 to \$56,347 to complete the entire project. All were interviewed by telephone, and staff recommends award of the bid to Wormhoudt Landscape Architecture in the amount of \$28,800. Of that amount, \$10,080 is for design and development. The architect will meet with the public three times, and investigate the site and soils. A fundraising effort will then begin, and then the project will again be presented to the Mayor and Council for approval to proceed. Mr. Wormhoudt builds skate parks all over the United States, and he submitted designs of a number of his other projects. Mr. Perkins advised the subcommittee was involved with selection of the firm and they requested the most experienced architect. Mr. Wormhoudt is very popular with the kids as he allows them to get involved in the design process. Designs will be presented to the Mayor and Council after Christmas.

A motion was made by Councilmember Orton to award the bid to Wormhoudt Landscape Architecture in the amount of \$28,800. The motion was seconded by Councilmember Whatcott, and all voted aye.

ORDINANCE:

Consider approval of an ordinance vacating a portion of roadway within the old sewer plant property south of Sunland Drive.

City Manager Gary Esplin advised an environmental study had been completed on the property and as a result the City was required to haul away old sludge. The property is now ready to sell, but an old unused but

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platted right-of-way through the property needed to be vacated. The purchaser of the property would like to close the sale on November 12. However, the portion of the old right-of-way that fronts the Saturn dealership will not be vacated until a waiver is received from them. This abandonment is only for the right-of-way through City property.

A motion was made by Councilmember Gardner to approve by ordinance the abandonment as requested. The motion was seconded by Councilmember Allen. A roll call vote was taken, and all voted aye.

ORDINANCE:

Consider approval of an ordinance vacating a portion of the River Bend Estates ?A? Plat.

City Attorney Jonathan Wright explained that a public hearing was held under the direction of Jim McGuire, as approved by the City Council, and a determination made that the public good would be served by vacating a portion of the Riverbend Estates Plat ?A?. The City Council must now approve an ordinance finalizing the vacation. A motion was made by Councilmember Whatcott to approve an ordinance vacating a portion of the Riverbend Estates ?A? plat. The motion was seconded by Councilmember Orton. A roll call vote was taken and all voted aye.

CONDITIONAL USE PERMIT:

Consider a request for approval of a conditional use permit for a used car lot in a C-2 zone on the corner 1470 South Hilton Drive. Larry Cox, applicant.

Associate Planner Jim McGuire advised that the Planning Commission, at its meeting held October 26, 1999, recommended approval of the conversion of property to a used car lot in a C-2 zone on Hilton Drive subject to the recommendations of the City?s Traffic Engineer that the sight corridor be maintained on a perpetual basis through the trimming of obstructive vegetation and the removal of any and all encroachments within the sight corridor; that the applicant place a curb wall or some other physical feature that prohibits parking within the sight corridor as delineated on the certified site plan; and the removal of the existing driveway on Hilton Drive and the installation of low landscaping in the landscaped area. The applicant, Larry Cox, has agreed to all the conditions.

A motion was made by Councilmember Gardner to approve the conditional use permit subject to the recommendations of the Planning Commission. The motion was seconded by Councilmember Orton, and all voted aye.

PRELIMINARY PLAT:

Associate Planner Jim McGuire advised that the Planning Commission, at its meeting held October 26, 1999, recommended approval on a 6-1 vote of the preliminary plat for Anasazi Ridge at Entrada with 42 units located in the south central portion of the Entrada PD. MPK Holdings is the applicant. The number of units conforms to the PD and the Commission felt that allowing the zero setbacks along some of the side yards did not constitute a significant change to the PD. The applicant wants the development to have fee simple lots at this time, but this plat may come back in its final form as a typical

townhome development with common areas.

A motion was made by Councilmember Isom to approve the preliminary plat as presented. The motion was seconded by Councilmember Gardner, and all voted aye.

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REQUEST TO CLOSE STREET:

Consider a request to close 300 East between 400 and 500 South on November 26, 1999. Church of Jesus Christ of Latter-Day Saints, applicant.

City Manager Gary Esplin advised a request has been received from the LDS Church to close a portion of 300 East Street between 400 and 500 South on November 26 for the annual temple Christmas lighting ceremony. No problems have been experienced in the past.

Tom Lamb, Chairman of the Lighting Committee, advised the LDS Church has a new policy discouraging use of the temple grounds for meetings or firesides, and thus the lighting ceremony needs to be moved into the street. The street would be needed from 1:00 p.m. to approximately 6:00 p.m.

A motion was made Councilmember Gardner to approve closure of the street as requested. The motion was seconded by Councilmember Isom, and all voted aye.

PRESENTATION FROM CENSUS BUREAU:

Ms. Lucy O. Valerio from the Census Bureau gave a brief presentation on the purpose of the Census Bureau and the upcoming 2000 Census. She advised that census counters were needed and the wage is \$8.25 an hour for part-time work. City Manager Gary Esplin advised that City employees Dave Evans and Lonnie Bowler have been assigned to work on census issues.

CONCESSIONAIRE AGREEMENT:

Consider approval of a concessionaire agreement with Gregory Schneiter at the St. George Golf Club.

City Manager Gary Esplin explained the City has had a difficult time attracting concessionaires at golf courses, and is recommending approval of a contract with St. George Golf Club employee Greg Schneider to run the concession stand at the St. George Golf Club.

A motion was made by Councilmember Orton to approve the concession agreement with Gregory Schneider as requested. The motion was seconded by Councilmember Whatcott, and all voted aye.

APPROVAL OF BEER LICENSE:

Consider a request for approval of a beer license for Gregory Schneider for the St. George Golf Club snack bar.

City Manager Gary Esplin advised a beer license is needed by Gregory Schneider for the St. George Golf Club snack bar. A background check has been performed with no negative results. A motion was made by Councilmember Isom to approve issuance of the beer license as requested. The motion was seconded by Councilmember Orton, and all voted aye.

LOCAL CONSENT FOR RESTAURANT LIQUOR LICENSE/CHANGE OF LOCATION:

Consider a request for approval of local consent for a restaurant liquor license/change of location. Ronald James, applicant.

Attorney Gary Kuhlmann advised his clients would like to transfer the local consent for a restaurant liquor license previously granted by the City Council from a location on Sunset Blvd. to a new location on Sunland Drive for the Sunset Beach restaurant. A motion was made by Councilmember Gardner to approve a change of location for the local consent previously given. The motion was seconded by Councilmember Isom, and all voted aye. Mr. Kuhlmann advised construction on the restaurant would begin within 60 days.

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REQUEST FOR DELAYED PAYMENT OF IMPACT FEES FOR AFFORDABLE HOUSING PROJECT:

Consider a request from Mr. David Adams for delay in payment of impact fees for an affordable housing project.

Attorney Steve Snow, representing Mr. David Adams, distributed a summary memorandum. He advised that approval of Mr. Adams' request will help balance a lack of affordable housing within the City. He explained that Mr. Adams is ready to begin construction on a new affordable housing project called Riviera Palms, but is experiencing a timing problem and would like to apply for waivers available under the City's year 2000 allotment since all allotments for 1999 have been given. He requested permission to be able to pull the building permits and pay all fees with the exception of the impact fees that might be waived for an affordable housing project, proceed through the application process, and whatever the result of that process, Mr. Adams would pay whatever is owed the City. He advised Mr. Adams will be requesting 35 waivers, and is asking for the opportunity to begin construction and make an application for the waivers. He cited a precedent set in 1998 for Red Cliffs Manor. He explained these fee waivers do not go to the developer, but are put back into the actual project to make the units nicer for the residents.

Councilmember Isom commented that as a member of the Affordable Housing Committee, she contacted other members about their feelings concerning this request. It was their unanimous feeling that issuing the waivers now would destroy the plan as the availability of the waivers would not even be advertised until December, and not opened until January. She stated that while Mr. Adams builds good projects and there was no reason to think he would not be awarded the waivers, a line must be drawn as there might be many applicants seeking the waivers. She stated the Committee feels granting this request would be stepping around the intention of the program.

Mr. Snow stated that in all probability no other affordable housing projects would be approved in 2000, as the process is very difficult and lengthy. He stated he knew of no one in the State of Utah planning on doing an affordable housing project in Southern Utah. He stated that if the City Council wanted to follow its General Plan, granting this request would help get quality affordable housing in place.

Councilmember Gardner inquired how the Affordable Housing Committee would determine who received the waivers if there were more applicants than waivers.

Councilmember Isom responded the Committee will review each project and its qualifications.

Community Development Director Bob Nicholson advised there is criteria to evaluate what is the best project for the community and its affordable housing needs. He advised that Linda Kirkpatrick intends to submit a request for waivers and the intent of the Committee is to advertise the availability of the waivers in December, accept applications until January 5, and have recommendations for the City Council in mid-January. Mr. Nicholson advised that Mr. Adams received 57 of the 60 available waivers in 1999, and it is anticipated the program will grow with more applicants each year.

City Manager Gary Esplin commented staff's concern is with setting a precedent and the difficulty in keeping track of waivers given for future years. In addition, it is not known how many applications will be received each year.

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Councilmember Gardner commented he was concerned at first that Mr. Adams was asking for priority consideration, but he now better understands the request. He reiterated the concern of the Affordable Housing Committee that awarding the waivers now would circumvent or defeat what was established, and by not waiting for the application period to open, Mr. Adams would be put ahead of everyone else. However, his understanding of Mr. Adams' request is that he is not asking for a guarantee, just that the City hold off on his portion of the impact fees until a determination is made by the Committee on award of the waivers. If the waivers were not granted, Mr. Adams would pay the full fees.

Mr. Snow again stated his client was not asking for priority consideration, but would simply like to pull his permits and begin construction. He would like to make application for the waivers, hold off paying them until a determination is made, and if declined, Mr. Adams would pay the impact fees immediately.

City Attorney Jonathan Wright advised an agreement would have to be entered into recognizing that the program may not be funded. He suggested that interest accrue on the fees if denied.

Councilmember Whatcott advised he saw the request as a dilution of the

process and not in line with the intent nor desire of the Affordable Housing Committee.

Mr. Snow commented it was unfortunate that time is money, but if Mr. Adams waited 3-6 weeks he would lose money. He is ready to begin construction now and needs the permits now. If Mr. Adams pulled his permits now and paid the impact fees, none of the 42 proposed units would come on line until next year nor be able to be considered for an impact fee waiver. He stated his client is willing to pay interest on the impact fees, but is requesting that his project be judged with all other applications received.

Mayor McArthur commented affordable housing is part of the City's General Plan, the request is not circumventing the Affordable Housing Committee, and the City would not lose any financial position.

Mr. Snow advised impact fees total approximately \$4,300 per unit.

Councilmember Gardner commented the City needed to be business friendly while not setting a destructive precedent, and should minimize any "red tape" within the system it can to make life easier for businessmen. He stated Mr. Adams' request made sense and could meet the needs of the community as far as affordable housing.

Councilmember Orton inquired if the City's goal were to offer more waivers each year.

Councilmember Isom responded it was not the intent of the City Council to increase the number each year, only if the City grew to be a very large city.

Councilmember Orton stated that while he hated to go against the wishes of the Affordable Housing Committee, the City needed to do whatever it could to make sure as many waivers as possible were given in order to encourage affordable housing.

Councilmember Gardner stated he was in favor of the request, as long as the City was not guaranteeing Mr. Adams the waivers.

Linda Kirkpatrick advised she planned on building a project with 65 affordable housing units and intends on asking for waivers too. She inquired

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if she would have the same opportunity as Mr. Adams to apply for and receive waivers.

Councilmember Gardner inquired if she had her financing in place.

Ms. Kirkpatrick responded that she did not, but had made initial inquiries. She understood she would have one year's time within which to actually take out the permit after the waiver had been given. She advised this would be adequate time as the project had already been approved by the City.

Councilmember Allen stated there are others in the community who are qualified to build affordable housing too, and she feared they would not apply for the waivers if they heard someone had already applied for most of them.

Mayor McArthur advised there are only 60 waivers available each year, and the Affordable Housing Committee will recommend to the City Council who receives them.

City Attorney Jonathan Wright advised Ms. Kirkpatrick could make application for the waivers but would not have to draw her permits until December, 2000. All decisions for the entire year will be made by the middle of January.

Councilmember Gardner commented that no priority will be given to anyone, and therefore no one should be discouraged from applying for the waivers. He made a motion to approve the request, with the stipulation that an agreement would be entered into and interest paid on the impact fees if the waiver were not granted.

The motion died for lack of a second.

Councilmember Whatcott stated the process is a new one for the City and a decision needs to be made whether or not the City wants to allow those beginning projects in one year to apply for waivers not available until the next. He stated there may be 150 applications for the 60 available waivers.

Councilmember Isom commented that the Affordable Housing Committee's criteria in awarding waivers will be who is farther along in the process and has everything ready to go.

Community Development Director Bob Nicholson stated the City never anticipated this problem when it set up the program.

City Manager Gary Esplin advised staff's concern is that after January 15 when the recipients of the waivers for the year 2000 are determined, someone could then make an application for the year 2001. He suggested the application time be limited from November 1 of one year to January 1 of the next.

Councilmember Isom stated the program timetable should remain the same, however, if the Council chooses to consider an application that comes in November or December, that should be up to the Council.

City Manager Gary Esplin suggested the application period begin November 1 for the next calendar year.

A motion was made by Councilmember Whatcott to change the criteria for the Affordable Housing Committee to be able to consider applications for projects already begun and with permits pulled after November 1 to be

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allowed to be included in the review process for the following year. The motion was seconded by Councilmember Allen.

City Attorney Jonathan Wright inquired if this new criteria included the requirement that an agreement be entered into between the parties, and interest on the impact fees if the application was denied.

Councilmembers Whatcott and Allen agreed the criteria recommended by the City Attorney be included in their motion. A vote was taken and all voted aye.

PUBLIC HEARING/ORDINANCE/ZONE CHANGE:

Public hearing to consider a request for a zone change from R-4 Multiple Family Residential to C-3 General Commercial on .547 acres located at 476 E. Riverside Drive just north of the Riverside Apartments. Paul Snow, applicant.

Community Development Director Bob Nicholson explained the request is for a minor zone change for a piece of property 64' wide by 370' long located north of the Riverside Apartments. The Planning Commission recommended approval.

Mayor McArthur opened the public hearing.

Greg Kemp recommended approval of the request.

Bindy Boylin inquired if all of Riverside Drive except for the Riverside Apartments would be zoned commercial. She was advised only this parcel will be zoned commercial.

Councilmember Gardner advised Ms. Boylin that the property located just north of the Riverside Apartments is already zoned commercial.

Ms. Boylin expressed concern that children living in the Riverside Apartments would have no place to play.

City Manager Gary Esplin explained that the City is building a trail behind the Riverside Apartments which will tie to the soccer complex and other parks and trails within the system.

There being no further public comment, Mayor McArthur closed the public hearing.

A motion was made by Councilmember Gardner to approve by ordinance the zone change as requested. The motion was seconded by Councilmember Isom. A roll call vote was taken and all voted aye.

PUBLIC HEARING/ORDINANCE/ZONE CHANGE:

Public hearing to consider a request to amend the Planned Development zone at McArthur Landing on the northwest corner of 1100 East and Riverside Drive by changing the use from residential to professional office. Rich Lewis, applicant.

Community Development Director Bob Nicholson explained that when the post office and rest of the property located south and across the street were zoned PD Commercial a few years ago, a small triangular piece of property on the north side of the street remained PD residential. The owners of this triangular piece of property are proposing a small two story office building

with a 3000 sq. ft. footprint along Riverside Drive north of the Southfield residential project. The project proposes a 25' landscaped setback area the length of Riverside Drive frontage, with a 10' rear setback. The side setback is 20' for a two story building, and they will have in excess of this required

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20'. Kim Talbot is the architect, and the Planning Commission recommended approval.

Kim Talbot displayed cross sections and renderings of the proposed office building, and explained there is one vacant lot immediately adjacent to the proposed building with a 10' elevation difference from pad to road. The grade on the site drops 10' from east to west. The applicant is proposing a residential-type commercial building with broken windows along the rear side, with a low profile roof and a residential feel. There is one excess parking stall, and not much room to relocate the building on the lot.

Mayor McArthur opened the public hearing.

Kevin Ence questioned the elevation, and stated the proposed project would downgrade neighboring properties. He express concern that he would not be able to sell two remaining lots adjacent to the proposed building, with a value lost to him of \$50,000-\$60,000. He advised a similar request was denied several years ago and at that time the City Council said they would keep Riverside Drive as a residential buffer for commercial zoning. He stated the applicants have proposed the largest possible office building for the site. He stated that while he believed the lot would not be developed as residential, the proposed office building could be a better neighbor by being smaller, reducing the elevation, perhaps putting the entire basement level in the ground, or reduce the building to a single level. The building could then be shifted on the lot. He stated the proposed building is too much and too big for the site, and does a disservice to the neighborhood. He expressed concern that occupants of the proposed building would be able to look into the backyards of neighboring homes.

Mayor McArthur advised that several years ago the City Council agreed there would not be commercial development on that side of the road, but the piece of property which is the subject of this request is a difficult piece of property.

David Summerhays advised he was in the process of building his home in the area and is less than 100' from the wall. He stated the building is too high and too close to the lot line, and the windows will look into his bedroom window. He suggested lowering the building, and that any proposed office building should be compatible with the neighborhood and not downgrade it.

Mr. Talbot advised the reason the building was designed so was because of the geometry of the lot.

Councilmember Whatcott inquired of Community Development Director Bob Nicholson if a 6' wall were required between the properties. Mr. Nicholson advised the wall would have to be added to in order to become 6' high.

Duane Parker stated the proposed project was unfair to people who moved into a residential area, and the City Council should be concerned about residents of a residential area and not let commercial development in. He stated that while he would prefer to see residential development of the lot, a single story office building would make a lot of difference. He stated if the City Council allowed commercial development on this lot, it would open the door to more commercial development along property to the west.

Rosalyn Parker stated if the fence were made higher, it would be like living in a fortress and unfair to residents in the neighborhood. She stated Kevin Ence would never be able to sell the adjoining vacant lots, and they would become weed patches.

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Francis Keohane stated the updated proposal looked worse to him than the original proposal, but it could be made nicer by lowering the building and landscaping.

Randy Simonsen, applicant, advised he is trying to make a good project and has been sensitive to the concerns of the neighbors as far as elevations. He stated the roof on the home across the street will be higher than the proposed office building by as much as 4'. He stated the building's windows would not

look down on the neighbors if a 6' fence were built. He stated the proposed building is the best use for the property and a professional office building is a good neighbor as no 24 hour businesses are allowed. He stated an apartment building could be built, but it would not be a good neighbor. He stated the elevation of the building has been brought down in response to the concerns of neighbors.

Councilmember Allen inquired if Mr. Simonsen considered lowering the basement further into the ground.

Mr. Simonsen stated he had, but it would not be desirable for tenants.

Irene Briggs, a resident of Southfield Estates, advised she had two concerns - how narrow the curve of Riverside Drive is and the lack of a turning lane, and the lack of adequate parking at the proposed building.

Community Development Director Bob Nicholson advised the City's parking requirements are standard across the country - four spaces required for every 1,000 sq. ft. of office space.

Joe Hagen stated garbage trucks performing early morning pick-up at the commercial development will annoy nearby residents.

Kevin Ence advised the applicant had never approached him to work out any differences, but had sent a letter stating the office building was going in. He stated he was flexible and felt the issues could be worked out, but suggested the building be moved to the low side of the lot and be a single level. He also requested the building be moved 20' from the rear property line.

Mayor McArthur stated it seemed a single story office building would solve the differences between the parties.

Mr. Simonsen commented the building would be single story from the perspective of the neighboring residences. It would only be a two story building from Riverside Drive and would be no higher than the home across the street. He stated not many options were left considering the lot.

Councilmember Isom suggested the applicant set a time to meet with neighbors to try and resolve the issue.

Councilmember Whatcott stated he could see why the applicant could not move the building to another area of the lot as it would create a traffic

nightmare as far as access.

Mr. Talbot advised that per City requirements, the driveway must line up with access to the project across the street.

Duane Parker advised that if the building were lowered a few feet with a walk-out basement, it would be acceptable to him.

Mr. Talbot replied that what Mr. Parker suggested had already been done.

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Councilmember Gardner inquired if the building could be lowered an additional 3-4 feet.

Mayor McArthur inquired if the roof could be lowered an additional 2'.

Mr. Talbot replied that perhaps another 5' could be added to the setback in the rear, and the roof profile could be as low as 3:12. He stated the windows are not an issue as they will look straight across, not down on neighboring properties. However, the windows could be raised to gather natural light but not look straight out. Planting trees across the back of the building would be another possibility. He stated the building could also be designed so that no window would be straight across from a window of a neighboring home.

Councilmember Allen inquired if the basement could be further lowered into the ground.

Mr. Talbot replied that it could not as ADA requirements and certain grades had to be met.

Mr. Ence suggested the building be reduced to 4000 sq. ft. and one level.

There being no further public comment, Mayor McArthur closed the public hearing.

City Attorney Jonathan Wright advised the request could not be modified by the City Council as it is a PD zone and elevations, footprints, etc. would be

needed. However, it could be tabled.

Councilmember Gardner commented that the City has to allow for reasonable use of property, and commercial is probably the best use for this piece of property. However, from the discussion it was obvious a different footprint is desired. He made a motion to table the request in order to allow the applicant time to come back with a different design.

City Attorney Jonathan Wright advised the applicant has the right to have his proposal voted upon. The applicant could also request the matter be tabled to allow him to modify the project.

Councilmember Gardner's motion was seconded by Councilmember Isom.

Mr. Simonsen advised the Council he would come back with a modified plan in 30 days. He was advised the matter will be scheduled for the first meeting in December.

The applicant was encouraged to meet with neighbors for their input.

Mayor McArthur called for a vote, and all voted aye.

Mayor McArthur called for a ten minute break.

PUBLIC HEARING/ORDINANCE:

Public hearing to consider approval of an ordinance to regulate sexually oriented businesses.

Mayor McArthur stated that a few St. George residents believe that the City Council should ban or prohibit sexually oriented businesses (SOBs) from St. George. However, most St. George citizens and residents understand and appreciate the constitutional freedoms we enjoy in this nation. One of those time-cherished constitutional liberties is the right of free speech. The City's power to enact and enforce regulatory measures to preserve and promote the public health, safety and welfare may not be so exercised as to limit or

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abridge the fundamental human liberty of free speech secured by the United States Constitution. The City Council will consider issues presented by a

proposed ordinance to regulate sexually oriented businesses within the parameters of the Constitution and laws of the land. Currently the City has various existing ordinances, including zoning ordinances, regulating sexually oriented businesses. The proposed ordinance addresses the regulation of sexually oriented businesses in a global approach in an effort to clarify, address, and implement zoning and regulatory provisions applicable to such businesses. The City Council will enact legislation that fully conforms to the law while exercising the public health, safety, and welfare powers granted to the City Council.

Mayor McArthur introduced Gary Kuhlmann, the City's former City Attorney, who has been retained because of his knowledge and training in this area.

Mr. Kuhlmann proposed a constitutionally defensible ordinance while giving the City Council an opportunity to set up regulations for SOBs. The process requires great detail, as the main interests of courts in cases dealing with SOBs is how the ordinance was passed, on what basis, how evaluated, and justified regulations in order to limit the secondary effects of SOBs. Simple nudity and depictions thereof are protected, and with that in mind, the City must validly adopt and enforce an ordinance. The draft ordinance proposes to regulate massage parlors, adult motion picture theatres, etc., and all uses are defined in the ordinance and involve different types of sexually oriented activities. Legitimate massage parlors, etc. are not regulated because they are not tied to sexual conduct. The City's existing obscenity ordinance has been upheld by the Utah Supreme Court and is still on the books. The City also has ordinances dealing with dance clubs, etc. and this proposed ordinance will pull all these ordinances together, update and consolidate them for a uniform plan to regulate SOBs in a way the Constitution allows. He then cited several cases in which the Supreme Court and other federal courts have addressed what is justifiable regulation under the Constitution and how a city must go about regulating SOBs. The City must provide a reasonable opportunity to allow SOBs to open and operate. Courts have established the City is prohibited from regulating on content of speech, but is allowed to regulate on time, place, manner, and presentation of expression. The City must show substantial governmental interest, and based on that interest the City has to provide for a reasonable number of alternative avenues of communication. The City has to first establish a reason for regulation of SOBs. Then, based on what the impact is and the interests of the City, a determination must be made of what is reasonable and to allow some reasonable amounts of alternative areas where SOBs can be conducted. It is not the City's obligation to make sure there is a specific property or landlord

who will rent to the SOB, but the City must make sure that areas designated for SOBs are reasonable for establishment of a commercial operation and must provide some viable areas. SOBs can only be regulated to avoid secondary impacts on the community caused by their existence. Court have held that cities do not have to do their own studies, and even though the City does not have an SOB in existence, it is still allowed to enact regulation based on what other cities have experienced. Studies from 14-19 other cities have been provided to the Mayor and Council for their review and study.

City Attorney Jonathan Wright advised that currently, and within the City's past history, there has never been a business in St. George that would fit the description of an SOB.

Mr. Kuhlmann then reviewed with the Mayor and City Council the study of Dallas Texas in 1997.

Councilmember Gardner commented that the less visible the SOB is, the better for the community so as to avoid secondary effects.

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Mayor McArthur commented that property values decreased for those properties near an SOB, according to the studies he read.

Councilmember Allen commented a rise in crime also existed, according to the studies she read.

Mr. Kuhlmann then reviewed with the Mayor and City Council studies from Newport News, Virginia (1996), Times Square (1994), Minneapolis, Minnesota (1980), Los Angeles, California (1977), and Fulton County, Georgia.

City Attorney Jonathan Wright pointed out for the record that the Fulton County, Georgia study was only recently received by the City and not all Councilmembers have had a chance to thoroughly review it.

Mr. Kuhlmann then reviewed with the Mayor and City Council summaries of the following studies: Phoenix, Arizona (1979); Tucson, Arizona; Garden Grove, California (1991); Whittier, California (1978); Indianapolis, Indiana (1984); Cleveland, Ohio (1977); Oklahoma City (1986); Amarillo, Texas

(1977); Austin, Texas (1986); Beaumont, Texas (1982); Houston, Texas (1983); and Seattle, Washington (1989).

Mr. Kuhlmann commented that patterns in most if not all of the studies indicate a decrease in property values, an increase in crime, and found that a concentration of SOBs actually amplifies the problems. Two methods are used by cities for regulation of SOBs - the Boston method which concentrates SOBs in a single area which can be more readily patrolled; and the Detroit method which is a dispersal method in order to alleviate multiplication of secondary effects. The draft ordinance proposes the Detroit method. Mr. Kuhlmann then reviewed the draft ordinance and discussed alternatives.

City Attorney Jonathan Wright recommended that the public hearing be held, public comments taken, but any formal action be delayed in order to give the Mayor and City Councilmembers additional time to review all the studies and draft ordinance.

Mayor McArthur asked for a clarification of the definitions of "adult bookstore" and "novelty store"?

Mr. Kuhlmann responded that an "adult bookstore" is a business in which a significant portion of revenue, stock in trade, or portion of interior business is devoted to adult books. A "significant portion" would be more than 50%. A novelty store sells sexual devices.

Mr. Kuhlmann advised that as far as location requirements, he met with the Planning Department to discuss zones where the secondary impacts of SOBs would be less, staying away from residential zones, and taking into consideration the likely increase in crime, the character of the neighborhood, and concern for children. Possible locations were then plotted. The City's zoning map was reviewed with buffers of 2000', 1500', 1000', and 750' from residential zones. The Planning Commission recommended that SOBs be allowed in M-1 zones. Using 1000' as a buffer, five or six SOBs would be able to locate within the City's M-1 zones.

Councilmember Isom inquired if population of the community could be used as a basis for location of SOBs.

Mr. Kuhlmann replied that the courts will determine a reasonable number of means of communication, the land area, and population, and consider all these factors.

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Councilmember Isom inquired which courts made this determination.

Mr. Kuhlmann responded that most of the court cases are in federal courts and the U. S. Supreme Court. Most standards are being established by federal courts. Mr. Kuhlmann advised that based on the valuations, studies, and secondary impacts, he recommended a 1000' separation between SOBs within the M-1 zone. The City's GIS Director, Dave Evans, will produce a more refined map to better show the exact locations.

City Attorney Jonathan Wright clarified that the 1000' separation is from door-to-door, not property line to property line.

Mr. Kuhlmann advised the City Council also needed to determine how to measure the distance as the ordinance provides for alternatives - property line to property line, building to property line, or building to building. He stated that the first SOB to locate will dictate where others may locate.

Councilmember Orton stated he would prefer to wait to make a determination on distances until a map to scale were provided.

Councilmember Isom stated she would like to further study the information provided to her.

City Attorney Jonathan Wright advised the City Council must be specific on how distance measurements are taken, according to a recent Utah court decision.

Mr. Kuhlmann advised the ordinance provides for investigation of an applicant, with strict timelines to be indicated. He recommended a turn-around time of 20 days for the City Manager to make a decision on the application so as not to restrict free speech any longer than necessary. Mr. Kuhlmann then reviewed proposed provisions governing the annual license fee, inspection rights, advertising, lighting and signage restrictions, hours of operation, live entertainment, and newsracks.

Mayor McArthur opened the public hearing.

Lorri Kocinski-Puchlik, Executive Director of the St. George Area Chamber of Commerce, advised the Chamber represented 720 area businesses. She read a statement supporting the enactment of legislation to regulate SOBS while preserving their constitutional liberty. She stated it was important to promote tourism and economic development, yet allow a safe place to locate SOBs. She expressed concern about the secondary effects of SOBs on property values, crime, public safety, and the total image that St. George portrays and the Chamber's ability to market St. George.

J. T. Frandsen advised he had strong feelings on the subject and did not want an SOB in the community as the negative secondary effects are overwhelmingly convincing. He suggested the City exclude any reasonable opportunity for a SOB to locate in St. George, but if they could not, to challenge their location in court.

Homer Hansen advised the City of Mesquite stood up to a SOB which located there, and St. George should do the same. He stated he would be in favor of an increase in taxes to pay for any resulting law suit. He advised the present day interpretation of the U. S. Constitution is too liberal.

Joe Hagen advised that patrons of SOBs would still have to drive by residential neighborhoods to get to the SOB. He stated it was hard to believe St. George was discussing SOBs as a possibility, and he would be happy to pay higher taxes in order to fight their location here.

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Vardell Curtis, executive officer of the local real estate board, spoke in favor of the ordinance, and encouraged the Council in their decision to be proactive. He stated that should the ordinance ever be challenged, the Board of Realtors would support the ordinance to the fullest measure. He stated that while he understood SOBs could not be prohibited, they should be regulated, and he encouraged the City Council to make the ordinance as restrictive as legally possible.

Councilmember Gardner inquired of Mr. Hagen if he felt the City Council should make the ordinance even more restrictive than proposed.

Mr. Hagen replied the City Council should make the ordinance extremely restrictive.

There being no further public comment, Mayor McArthur closed the public hearing. He recommended that based on the recommendation from the City Attorney, the matter be tabled until the next City Council meeting.

A motion to table any action on this item was made by Councilmember Orton. The motion was seconded by Councilmember Isom, and all voted aye.

MINUTES:

Consider approval of the minutes of the City Council work meeting held October 14, 1999.

A motion to approve the minutes as presented was made by Councilmember Whatcott. The motion was seconded by Councilmember Orton, and all voted aye.

Consider approval of the minutes of the regular City Council meeting held October 21, 1999.

A motion to approve the minutes as presented was made by Councilmember Allen. The motion was seconded by Councilmember Isom, and all voted aye.

BID OPENING:

Consider award of the contract for Phase 2 of the Southgate Golf Course irrigation improvements.

City Manager Gary Esplin explained the original proposal was broken into two parts in order to facilitate the first phase and subject to negotiations with the low bidder to reduce the scope of the project. The City is now ready to proceed with the second phase, however drainage problems have been experienced and a high horse-power motor is needed to pump the water back to the cemetery which was not in the original bid. The second phase will cost \$193,385, making the total cost of the project \$441,085. This will give the City additional pond storage for watering the golf courses, cemetery and park. Funding will come from the transportation fund, as installation of the bridge is making this work necessary. However, additional property will be freed up and the City can sell it as commercial property and recoup some of its costs. Additional funds will also come from the various departments affected.

A motion was made by Councilmember Isom to award the bid to Rosenberg Associates/Golf Services Group in the amount of \$193,385. The motion was seconded by Councilmember Whatcott, and all voted aye.

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ADJOURN TO EXECUTIVE SESSION:

A motion to adjourn to an executive session to discuss litigation and a property purchase was made by Councilmember Allen. The motion was seconded by Councilmember Orton, and all voted aye.

RECONVENE:

A motion to reconvene was made by Councilmember Isom. The motion was seconded by Councilmember Whatcott, and all voted aye.

MISCELLANEOUS:

Councilmember Gardner requested the creation of a pictorial directory of all City employees so that Councilmembers can familiarize themselves with all City employees, not just those with whom they come in contact.

He stated there has been insinuation made by City employees that they have been forbidden to talk to the City Council about any concerns they may have. He stated that on the contrary, the City Council is very open and should not be perceived to be ?untouchable.? He advised that several employees are interested in unionizing.

City Manager Esplin stated the City will not take a position on unions one way or another, but will not recognize them.

Councilmember Gardner suggested creation of a brochure or pamphlet listing completed City projects to clear up misinformation in the community.

EXPLANATION OF PAY PLAN:

City Manager Gary Esplin reviewed with the City Council the City's employee pay plan.

Mayor McArthur and the City Council recommended a ?distinguished?

employee evaluation classification for the City Manager.

The meeting adjourned.

Gay Cragun, City Recorder

July 26, 2016

Attention St. George City Council Members & Planning Commission

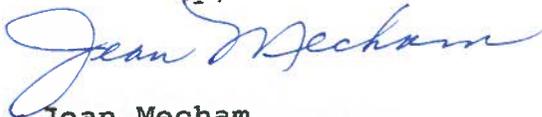
Ref: Property located approximately 550 East & 650 East Riverside Dr.
Case # 2016-GPA-012

I realize that this particular property is better suited for business than home property, however, I and all the people in this area are very strongly against the three story issue. That is a way to tall. We wouldnt be able to see over or around it. Why cant it be more like the professional area just to the West on Riverside Drive. This is a very quiet and nice area and we want to keep it that way. We do not have a HO Association and everyone takes pride in their home. We are all very adamant that 550 East not be made a thru street.

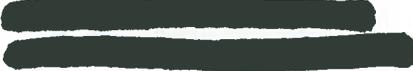
The only notice I received was in a letter from the City of St. George and I was out of town and did not return until after the planning meeting. No one in this area received any other contact regarding this matter. Three stories is unaccepable to our neighborhood. Our way of life and home values will be affected by this issue. I hope u will consider this issue with an open and fair mind. How would u react if this was your neighborhood? I am sure a compromise can be worked out.

Thank you for your time and fair consdideration in this matter.

Sincerely,



Jean Mecham



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO PO (PROFESSIONAL OFFICE) ON 8.66 ACRES

(Medicinal Properties, LC – 550 East and 650 East Riverside Drive)

WHEREAS, the applicants have requested a change to the General Plan Land Use Map for properties generally located on 550 East and 650 East Riverside Drive from LDR (Low Density Residential) to PO (Professional Office); and

WHEREAS, the City Council held a public hearing on the requested change to the Land Use Map on August 4, 2016, and has received and reviewed pertinent information regarding the proposal; and

WHEREAS, the Planning Commission held a public hearing on July 12, 2016, and the City Council has reviewed the Planning Commission's recommendation; and

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

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

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

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential) to PO (Professional Office) at approximately 550 East and 650 East Riverside Drive as fully described on Exhibit 'A' attached hereto and incorporated herein.

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 4th day of August, 2016.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"



Medical Plaza
601 E. Riverside Road
St. George, Utah



Existing Site
Scale: 1" = 40'-0"

June 9, 2016
North 

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

Date Submitted 2016-07-28 15:23:21**Applicant** City of St. George**Quick Title** Approval of Purchase Contract with Kay H. Traveller**Subject** Purchase of property for the extension of the Tonaquint Cemetery to the west.**Discussion** Purchase of 1.846 acres for an extension of the Tonaquint Cemetery from Kay H. Traveller Investments.**Cost** \$\$300,000.00**City Manager Recommendation** As has been discussed this parcel will square off the Cemetery to the West and will allow additional plots at this cemetery. Recommend approval.**Action Taken****Requested by** Gary S. Esplin**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

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

Date Submitted 2016-07-28 15:20:42**Applicant** City of St. George**Quick Title** Approval of Purchase Contract with Desert Valley Development**Subject** Purchase contract for property in Little Valley area for future fire station.**Discussion** Contract for Fire station property along Commerce Drive and Bentley Road in Little Valley.**Cost** \$\$180,000.00**City Manager Recommendation** Approximately 2 acres in the Little Valley area along Commerce Drive and Bentley road to facilitate a new fire station to serve this area. Recommend approval.**Action Taken****Requested by** Gary S. Esplin**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**



EX-1

1 OF 1 TOTAL

DATE: AUGUST 2014

PROJECT NUMBER: 14-000

DESIGNED BY: JET

CHECKED BY: JET

SCALE: 1" = 40'

DEVELOPMENT SOLUTIONS GROUP

LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS

120 East St. George Blvd Suite 8301
St. George, UT 84770
Office (435) 628-2124
www.developmentsolutions.com

PROJECT NAME: **LITTLE VALLEY FIRE STATION**

LITTLE VALLEY AREA - ST. GEORGE, UT

SHEET NAME: **EXHIBIT**

NO.	DESCRIPTION	DATE	APPROVED

ST. GEORGE CITY MEADOW VALLEY FARMS FIRE STATION PROPERTY

BEGINNING AT A POINT NORTH 88°48'34" WEST ALONG THE SECTION LINE, A DISTANCE OF 1975.849 FEET FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 01°09'50" EAST BETWEEN THE SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 16), AND RUNNING THENCE NORTH 88°48'34" WEST ALONG SAID SECTION LINE, A DISTANCE OF 341.275 FEET; THENCE NORTH 01°25'12" EAST 234.439 FEET; THENCE SOUTH 88°34'48" EAST 272.687 FEET; THENCE NORTH 61°24'49" EAST 48.981 TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 61°24'49" EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF A 49.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 48°48'31", A DISTANCE OF 41.742 FEET; THENCE SOUTH 12°36'19" WEST 34.843 FEET; THENCE SOUTH 01°25'12" WEST 199.822 FEET TO THE POINT OF BEGINNING.

CONTAINS 80,702 SQ. FT., (1.853 ACRES)

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

Date Submitted 2016-07-29 08:35:31

Applicant Cameron Cutler

Quick Title Purchase and Sale Agreement

Subject Request for purchase of property and perpetual slope easement from America First Credit Union for the I-15 Underpass project.

Discussion The subject property requesting to be purchased is 38 s.f. with an additional 363 s.f. for perpetual slope easement. The purchase price for the property and easement is \$3,000. America First Credit Union has also requested that the City pay the prorated taxes on the 38 s.f. which is approximated to be less than \$1.00 (estimated at \$0.15). The property and easement are needed on the project in order to complete the improvements along Red Hills Parkway. The property is located in what will be the future outside WB lane and in the curb and sidewalk. The funding for the property will be paid in the budget for the project.

Cost \$3,000

City Manager Recommendation This property is necessary for the underpass project currently under construction in conjunction with UDOT. Recommend approval.

Action Taken

Requested by Cameron Cutler

File Attachments [Purchase Agreement from AFCU 6-3-2016.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments If approved, please approve subject to legal review. The Purchase and Sale Agreement has been reviewed and approved as per form by the Legal; however, we are waiting on the title report in order to determine the prorated taxes.

Attachments [Purchase Agreement from AFCU 6-3-2016.pdf](#)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2016, (the "Effective Date"), by and between AMERICA FIRST FEDERAL CREDIT UNION ("Seller") and CITY OF ST. GEORGE, a Utah municipal corporation ("Buyer").

RECITALS

A. Seller is the owner of certain real property located in St. George, Washington County, State of Utah ("Seller's Property").

B. Buyer desires to purchase from Seller and Seller is willing to sell to Buyer a certain portion of the Seller's Property containing approximately 38 square feet in fee, more particularly depicted as parcel 107 in Exhibit A, attached hereto and incorporated herein by this reference (the "Fee Property").

C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, a perpetual, non-exclusive easement over a certain portion of Seller's Property containing approximately 363 square feet, depicted as parcel 107E in Exhibit A (the "Easement Property") (the Fee Property and the Easement Property are together referred to as the "Property") for purposes of blending and maintaining slopes incident to the improvements and grading of Red Hills Parkway known as Project No.SII5-1(105)9. (the "Easement"). The Easement will be appurtenant to the Fee 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 special warranty

deed in substantially the form attached hereto as Exhibit B (the "Special Warranty 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 Fee Property and the Easement by Buyer and the sale of the Fee Property and Easement 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 to Seller.

3. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Fee Property and the Easement. 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 Fee Property and the Easement shall be Three Thousand Dollars (\$3,000.00).

5. CLOSING.

5.1. Time and Place. The Closing for the Transaction shall take place in the office of the Buyer on the ____ day of _____, 2016 (the "Closing Date") unless otherwise agreed to by the parties.

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

5.2.1. The Special Warranty Deed, 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 4 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).

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 obtain and pay for the standard-coverage policy of title insurance insuring the Fee Property and the Easement if desired by Buyer.

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

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

5.4.4. Buyer agrees to be responsible for utilities and other services provided to the Fee Property after Closing. Buyer agrees to be responsible for all costs associated with the use by Buyer of the Easement and shall indemnify, defend and hold Seller harmless from and against any and all damages, claims, actions, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the acts of Buyer, its contractors or agents, arising out of the use of the Easement Property herein granted. Buyer's obligation to indemnify Seller under this Agreement is limited to the dollar amounts stated in the Utah Governmental Immunity Act (the "Act") and Buyer does not waive any provision

of the Act. The indemnity set forth in this paragraph shall be in addition to, and not in limitation of, any rights Seller may have against Buyer at law or in equity.

5.5. Documents. Upon Closing, Buyer shall record the Deed.

5.6. Possession. Buyer shall be entitled to possession of the Fee Property and use of the Easement after all the Deed has 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 Special Warranty 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, (viii) the presence, status or availability of utilities (including but not limited to water, sewer, natural gas, electricity, or telephone services); or (ix) 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 Fee Property and the Easement based solely upon Buyer's own investigation and inspection thereof. Seller and Buyer agree that, the Fee Property and the Easement shall be sold and Buyer shall accept title to and possession of the Fee Property and the Easement on the Closing Date "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 Special Warranty 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

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 if 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 and by facsimile, 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.

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

BUYER:
AMERICA FIRST FEDERAL CREDIT
UNION

By: _____
Name: Jonathan T. Pike, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Name: _____
Title: _____

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: **SGM-5-1-D**

Special Warranty Deed

America First Federal Credit Union, GRANTOR, hereby conveys and warrants against all claiming by, through or under it to the City of St. George, a municipal corporation, GRANTEE, whose address is 175 East 200 North, St. George, Utah 84770, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration the following described property situated in the County of Washington, State of Utah (the "Fee Property") (except GRANTOR reserves all water and water rights associated with or located on the Fee Property):

[Insert Legal Description of Fee Property]

GRANTOR also hereby grants to GRANTEE a permanent, non-exclusive easement over the following described property situated in the County of Washington, State of Utah (the "Easement Property") for purposes of blending and maintaining slopes incident to the improvements and grading of Red Hills Parkway known as Project No.SI15-1(105)9 (the "Easement"), which Easement shall be appurtenant to the Fee Property:

[Insert Legal Description of Easement Property]

GRANTEE shall comply with any and all applicable federal, state, and local laws, regulations, and orders applicable to GRANTEE'S use of the Easement Property. GRANTEE shall comply with all requirements and specifications of all applicable utility and similar providers (sanitary sewer, water, storm sewer, electric services, telephone, cable and other utility providers), and governmental authorities in connection with GRANTEE'S uses the Easement Property. GRANTOR reserves unto itself forever the right to use and grant other easements, leases and covenants along or across the Easement Property, so long as such uses do not prevent GRANTEE's use of the Easement Property for the limited purposes herein granted. GRANTEE's use of the Easement Property shall be accomplished so as to cause a minimum of

interference with other activities on the Easement Property or the adjacent property owned by GRANTOR. GRANTEE shall not allow any hazardous materials to enter the Easement Property or the adjacent property owned by GRANTOR. GRANTEE agrees to be responsible for all costs associated with the use by GRANTEE of the Easement and shall indemnify, defend and hold GRANTOR harmless from and against any and all damages, claims, actions, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the acts of GRANTEE, its contractors or agents or the Utah Department of Transportation as contemplated below, arising out of the use of the Easement Property herein granted. GRANTEE's obligation to indemnify GRANTOR under this Agreement is limited to the dollar amounts stated in the Utah Governmental Immunity Act (the "Act") and GRANTEE does not waive any provision of the Act. The indemnity set forth in this paragraph shall be in addition to, and not in limitation of, any rights GRANTOR may have against GRANTEE at law or in equity. GRANTEE may allow the Utah Department of Transportation to utilize the Easement Property, but GRANTEE shall remain liable to GRANTOR for all of GRANTEE's obligations hereunder.

The Fee Property and the Easement are subject to real property taxes and assessments for the year 2016, and thereafter, and all matters of record, and all other easements, rights of way, restrictions, covenants, rights and interests, whether known or unknown.

GRANTEE accepts conveyance of the Fee Property and the Easement "AS IS, WHERE IS" and "WITH ALL FAULTS." GRANTOR has not made, and GRANTEE acknowledges that GRANTOR has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Fee Property or the Easement Property. Without limiting the generality of the foregoing, GRANTOR has not made, and GRANTEE acknowledges that GRANTOR has not made, any warranty, certification, or representation related to: (i) the condition of title to the Fee Property or the Easement Property (except as set forth herein); (ii) the nature, physical condition or any other aspect of the Fee Property or the Easement Property; (iii) the existence of Hazardous Materials in, on, about, around, under or affecting the Fee Property or the Easement Property; (iv) the compliance of the Fee Property or the Easement 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 Fee Property or the Easement Property, (vi) the fitness of the Fee Property or the Easement Property for any particular purpose (including without limitation the current use thereof); (vii) any economic feasibility of the Fee Property or the Easement Property, (viii) the presence, status or availability of utilities (including but not limited to water, sewer, natural gas, electricity, or telephone services); or (ix) any development rights or permits (or lack thereof) associated with the Fee Property or the Easement Property.

[Signature pages commence on next page]

WITNESS the hand of said GRANTOR, this ____ day of _____, 2016.

America First Federal Credit Union

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, who is a _____ of America First Federal Credit Union.

NOTARY PUBLIC
Residing at Weber County, Utah

My Commission Expires:

Accepted and agreed to by:

CITY OF ST. GEORGE,
a Utah municipal corporation

By: _____
Name: Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

[Signature pages continue on next page]

Approved as to form:

Name: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Jonathan T. Pike, who is the Mayor of the City of St. George, a municipal corporation.

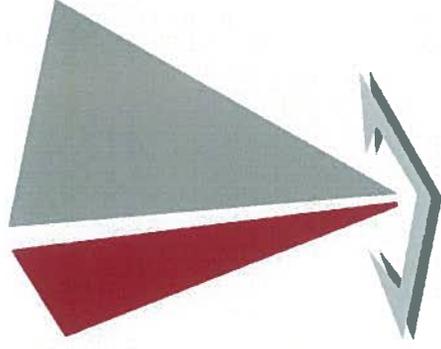
DRAFTAgenda Item Number : **6D****Request For Council Action**

Date Submitted	2016-07-29 10:51:43
Applicant	SG Boulevard Land, LLC
Quick Title	Development Agreement SG Blvd City RDA
Subject	This agreement is between the City of St. George, the St. George Neighborhood Redevelopment Agency for the development of most of Block 25 in the Downtown area. The Block is bounded by St. George Boulevard, Main Street, Tabernacle, and 100 West Street. The City owns various parcels of land as does the Bowler Family. This area falls within the Central Business District CDA, which was created in December, 2015. The School District, Conservancy District, County, and the City have all agreed to commit a portion of the tax increment created to the CDA for 15 years. The City will transfer the City-owned properties to St. George Blvd. Land and the CDA will commit \$200,000 towards a landscaped mid-block public walkway and the developer will commit to install at least another \$200,000 worth of improvements. The walkway will remain property of the City and the City will maintain it. The CDA will be reimbursed for the walkway improvements from the first increments from the CDA. All plans and drawings for the buildings will be approved by the St. George Redevelopment Agency, which is the City Council. Phase I of the project includes 214 basement level parking stalls, a four story mixed-use building with 7,360 square feet of commercial space on the ground level fronting St. George Blvd. Fifty-seven residential units will be located above the commercial space. The mid block crossing will also be built with 17 surface stalls. Phase II (which the developer plans to build in the near future), perhaps overlapping with Phase I, will include a four story boutique hotel with approximately 66 guest rooms. The remainder of the project will be built as conditions warrant.
Discussion	Some minor details with the mid-block walkway, vehicle access to the garage, and utility easements and rights of remain to be worked out. Ask for approval subject to legal approval.
Cost	\$0.00
City Manager Recommendation	This is the agreement for the project on the block bounded by Main Street on the East and 100 West on the West, St. George Blvd on the north and Tabernacle on the south. The project will be a mixture of hotel, office, commercial, and apartments. The City's first real mixed use development. The estimated cost of the whole project is \$25 Million. Recommend approval.
Action Taken	
Requested by	Shawn Guzman
File Attachments	

**Approved by Legal
Department?**

Approved in Budget? Amount:

Additional Comments



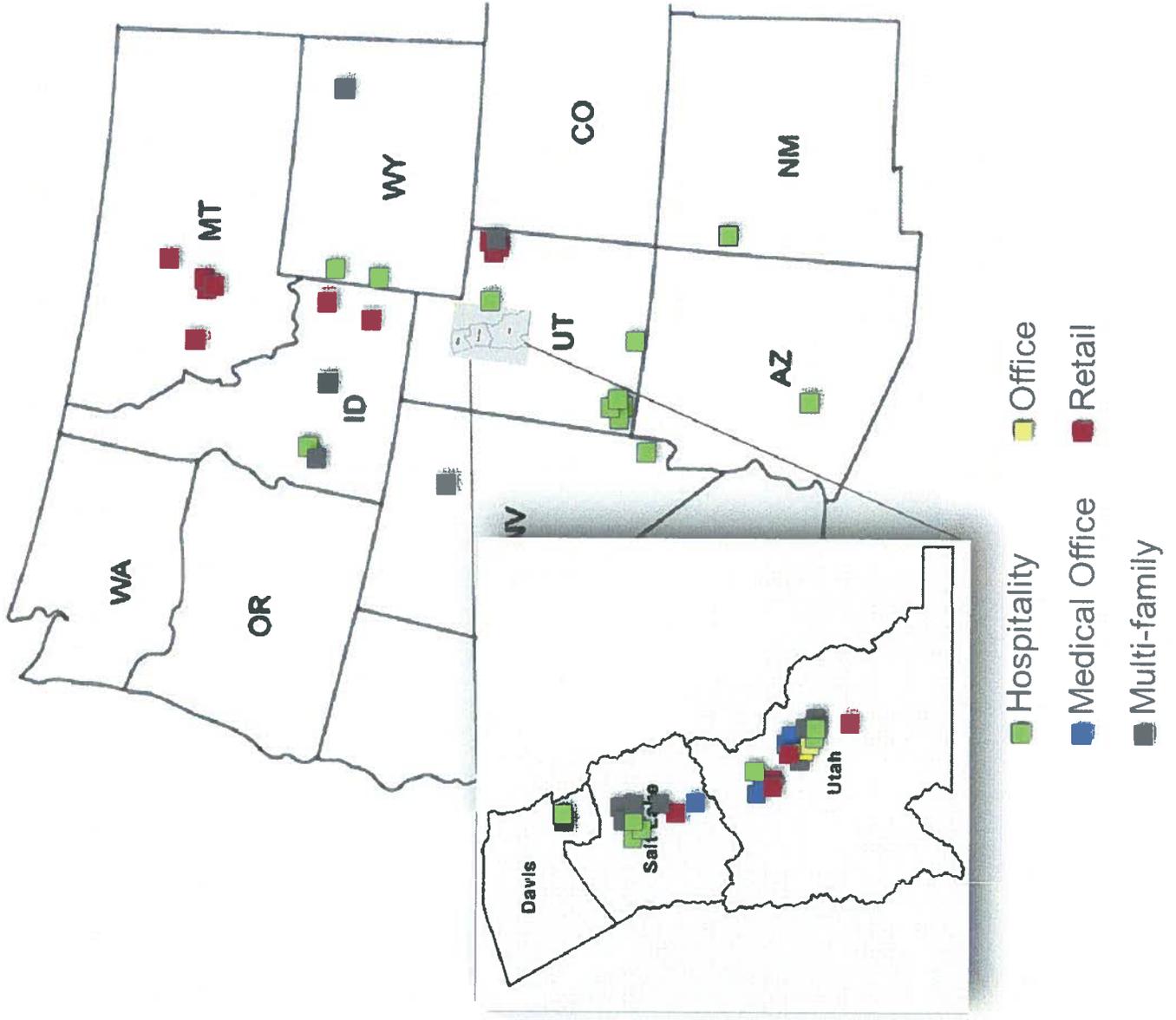
PEG DEVELOPMENT

180 North University Avenue, Suite 200, Provo, UT 84601
Phone 801-655-1998 Fax 801-655-0729



Development Locations

- Utah
- Wyoming
- Montana
- Idaho
- Nevada
- Arizona
- New Mexico



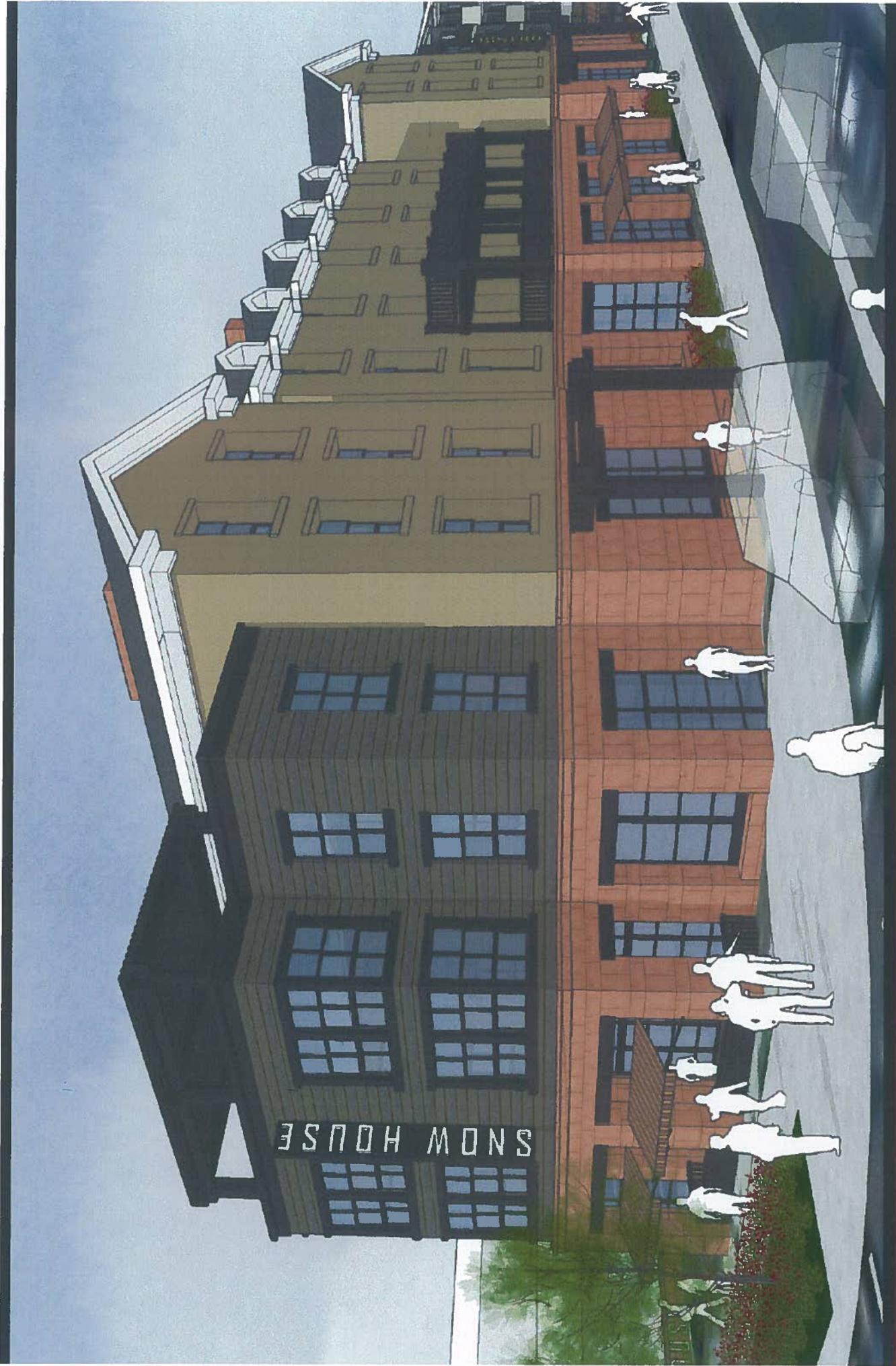
Town St. George Mixed-Use

A boutique hotel, spa,
 restaurant (\$12.9M)
 apartment units (\$16.6M)
 100,000 square feet retail/office
 (\$1.4M)
 100,000 structured parking
 blocks pedestrian corridor
 estimated \$30.8 million
 investment
 Closing of Green Gate
 to boutique retail also
 \$2.4M

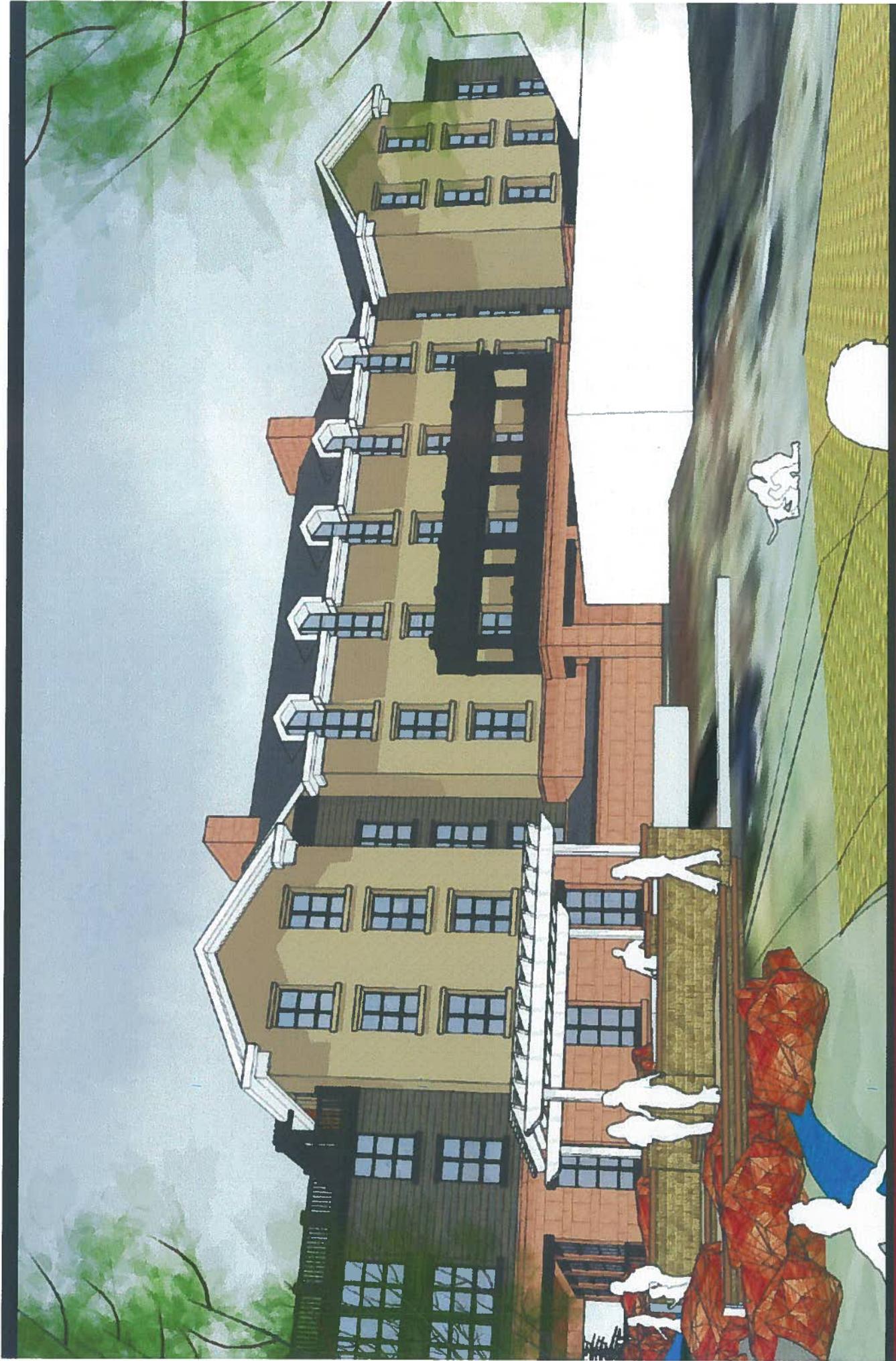




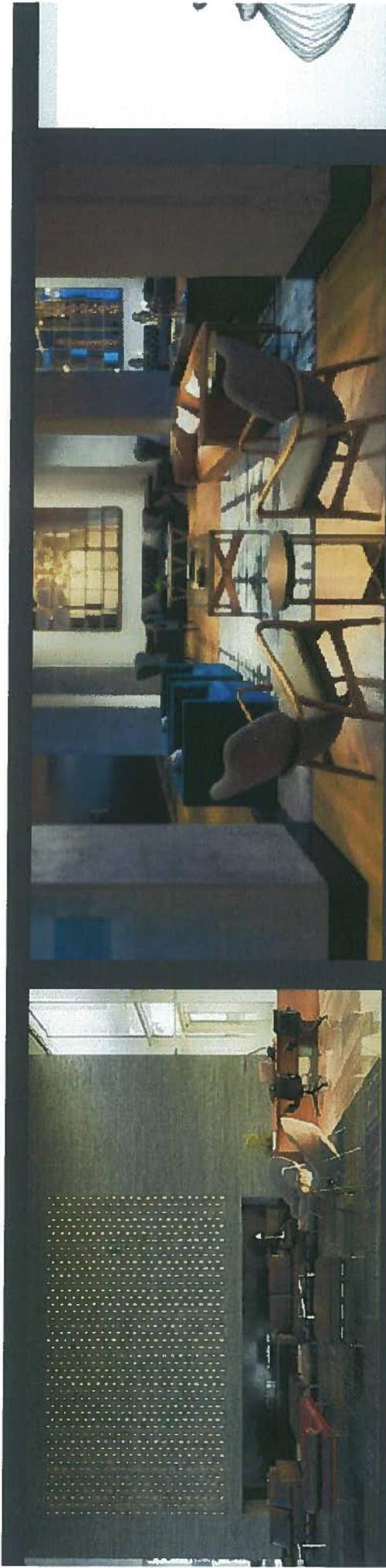
View from northeast – intersection of Main Street and St. George Boulevard



Main Street entry to hotel lobby



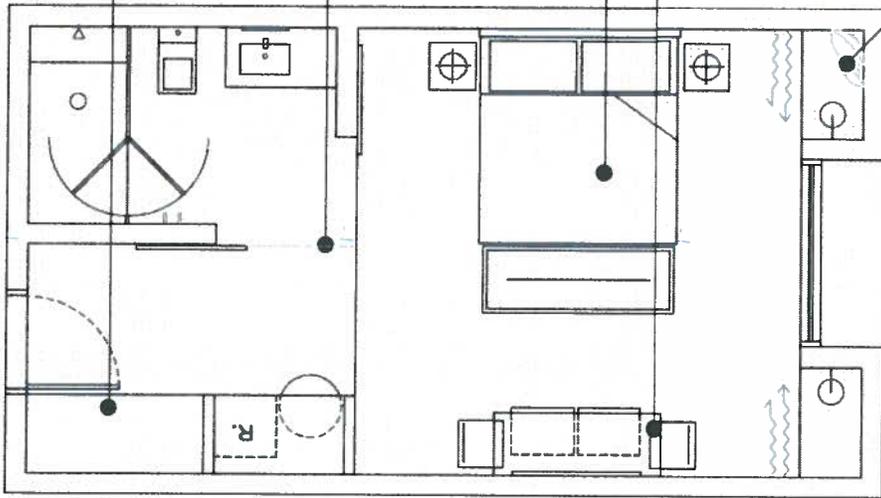
South view of hotel from pedestrian plaza



Boutique hotel common area design concepts



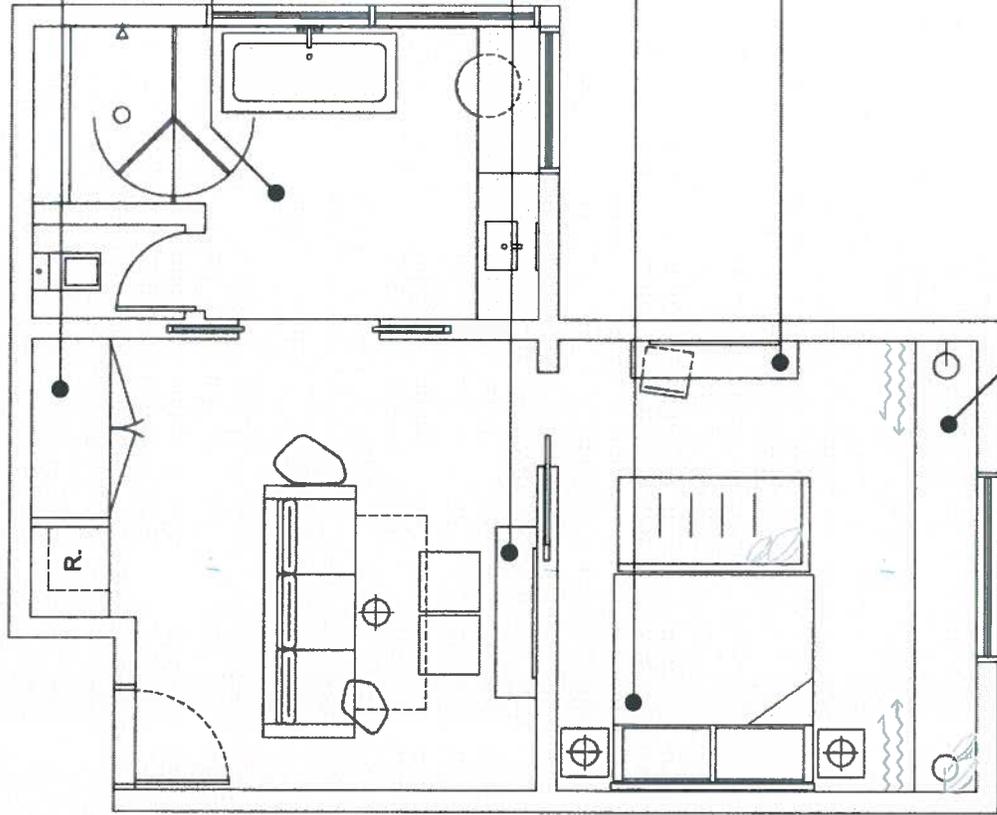
Boutique hotel first floor plan



KING - A | 368 SQ FT



Boutique hotel typical king guestroom



KING SUITE - A+ | 557 SQ FT

Boutique hotel typical king suite



View of north multifamily-commercial building from St. George Boulevard



North mixed-use building and public space from center of block



View of south mixed-use building from Tabernacle Street



Aerial view from north

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

Date Submitted 2016-07-29 15:26:44**Applicant** Mike Helm**Quick Title** Development Agreement Between YESCO and CSG

Subject This is a Development Agreement between the City and YESCO sign that requires YESCO to remove the southernmost double-faced billboard on Southbound I-15 at the Southgate Townhomes in exchange for the additional face on the billboard located along Red Hills Parkway at the MotoUnited store. This agreement also allows them to raise the sign to 60', relocate it closer to the building (further from the roadway) and to cover the opening of the sign that faces the home. The Agreement also requires YESCO to paint all billboard structures in St. George to one of the three colors approved by the council.

Discussion**Cost** \$0.00**City Manager
Recommendation****Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal
Department?****Approved in Budget?** **Amount:****Additional Comments**

Billboard Development Agreement

This Billboard Development Agreement (“**Agreement**”) is entered into as of the ___ day of July, 2016 (the “**Effective Date**”), and is between the City of St. George, Utah, a Utah municipal corporation (the “**City**”) and YESCO Outdoor Media LLC, a Delaware limited liability company (“**YESCO**”).

Background

A. YESCO owns and operates two billboard structures within the municipal boundaries of the City. The first structure is located at approximately mile marker 5.5 on the west side of I-15 and is the southern-most billboard of two billboards situated in the condominium complex known as Southgate Townhomes. The first structure is known on YESCO’s records as “**Billboard 17176**.” Billboard 17176 is a double-face structure, with each face measuring 14’ x 40’. The second structure is located at 1685 East Red Hills Parkway and is known on YESCO’s records as “**Billboard 17342**.” Billboard 17342 is a single-face structure with the face measuring 10’ x 30’.

B. YESCO desires to improve the overall effectiveness of its billboard structures. The City desires to limit the number of billboard structures within its municipal boundaries. In fulfillment of YESCO’s and the City’s desires, YESCO is willing to remove Billboard 17176 in exchange for the City’s authorization to rebuild Billboard 17342 as a new 60’ tall, 14’ x 48’ double-face monopole billboard with illuminated faces spread 30’ at the back of the sign with an enclosure, and the City is willing to remove and maintain City landscaping so that it does not obstruct the visibility of the rebuilt structure. The rebuilt Billboard 17342 will also be constructed according to certain design criteria as outlined by the ordinances of the City. The replacement Billboard 17342 is referenced in this Agreement as the “**Replacement Billboard 17342**.”

Agreements

The parties agree as follows:

1. Background. The above background is an integral part of this Agreement.
2. Obligations of YESCO. YESCO agrees to perform the following obligations at its own expense:
 - a. YESCO will submit a new building permit application for the Replacement Billboard to the City and YESCO will submit the required state outdoor advertising permit to the Utah Department of Transportation (“**UDOT**”). The permit application to the City will be in the form of the permit application set forth in Exhibit A to this Agreement, and will include the Design and Site Plan referenced in Exhibit A.
 - b. Within 30 days of the issuance of the permits from the City and UDOT, YESCO will remove Billboard 17176 and terminate the associated UDOT permit that is used in connection with the operation of Billboard 17176.
 - c. YESCO will commence construction of Replacement Billboard 17342 within the timeframe required by the applicable permits.

d. YESCO will install and maintain a panel on the open-end of the billboard faces to obscure the view of the interior structure of the sign faces as shown in the Design and Site Plan in Exhibit A. The panel shall not be used for advertising promotion of any kind.

e. Within 18 months of the Effective Date, YESCO shall paint its other existing billboards within the City limits to be in conformance with City Code 9-13-4(B)(4)(e).

f. YESCO agrees to not install any electronic changeable message faces in connection with the installation of the Replacement Billboard. Notwithstanding the foregoing, YESCO may request approval from the St. George City Council for installation of an electronic changeable message face on the Replacement Billboard in the future, which approval shall be at the sole discretion of the St. George City Council.

3. Obligations of the City. The City agrees to perform the following obligations at its own expense:

a. The City agrees to issue the permit for Replacement Billboard 17342 within 10 days of YESCO's submission of the permit application as set forth in Exhibit A.

b. The City agrees to maintain the City landscaping along Red Hills Parkway adjacent to I-15 so that the vegetation will not obstruct Replacement Billboard 17342. In the event that the City landscaping obstructs the visibility of the Replacement Billboard from the travelling public on I-15 to either of the Replacement Billboard 17342 faces, the City agrees to trim or otherwise remove the interfering vegetation within 20 days of YESCO's written notice to the City. Any notice shall be mailed to:

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

4. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties is governed by, and will be interpreted, and enforced in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement or must be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah. YESCO AND THE CITY EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

5. Attorneys Fees. If any action is brought to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

6. Amendments and Waivers. No amendment to this Agreement shall be binding on YESCO or the City unless reduced to writing and signed by both parties. No provision of this

Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

7. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

8. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

9. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

10. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

11. Time of Essence. Time is of the essence of this Agreement.

12. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation.

The parties are signing this Agreement on the Effective Date.

CITY OF ST. GEORGE

YESCO OUTDOOR MEDIA LLC

Jonathan T. Pike, Mayor

Patrick O'Donnell, President

Attest:

Christina Fernandez, City Recorder

Approved as to form:

Shawn M. Guzman, City Attorney

Exhibit A
Permit Application, Design and Site Plan
for
Replacement Billboard 17342

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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
FEBRUARY 25, 2016, 4:00 P.M.
CITY COUNCIL CHAMBERS**

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PRESENT:

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**Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez**

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OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by a Scout and the invocation was offered Russ Cashin with the Free Spirit Community.

Mayor Pike mentioned a thank you gift he received from the Huntsman City Games thanking the City for their support. He provided statistics on the economic benefit of the Games. The Solid Waste District will not pass along the increase they had anticipated.

EMPLOYEE APPEAL HEARING:

Hearing of an appeal regarding the termination of an employee.

City Attorney Shawn Guzman explained that Debbi Grant was terminated and appealed the termination to the City Council. The Department Head recommended termination and the City Manager agreed after which the employee appealed to the City Manager, who decided to uphold the termination. At that time, the employee then appealed to the Council. He read and reviewed policy 4.50 outlining the appeal process. The hearing was scheduled for Thursday, February 11, 2016 at 4:00 p.m.; that morning, Ms. Grant sent an email to City Recorder Christina Fernandez stating that she was sick and would not be able to attend the hearing. At the City Council meeting, the Council rescheduled the hearing for February 25, 2016 at 4:00 p.m. Because Ms. Grant is not present, he asked City Recorder Christina Fernandez to outline the notices given to Ms. Grant regarding tonight's hearing.

City Recorder Christina Fernandez stated that the following notices were sent to Ms. Grant:

February 19, 2016:

- An email was sent informing Ms. Grant that the hearing will be scheduled for tonight.
- A letter was mailed via United States Postal Service.
- A copy of that letter was delivered by a Police Officer to Ms. Grant's home.

February 23, 2016:

- A message was left on Ms. Grant's cell phone voicemail asking her to call back; there was no response.

5 City Attorney Shawn Guzman asked for clarification on when Ms. Grant was first
6 notified of the new hearing being held tonight. He asked if it was on Friday, February
7 12, 2016.
8

9 City Recorder Christina Fernandez replied yes.
10

11 City Attorney Shawn Guzman then mentioned that Ms. Grant sent an email to the City
12 Recorder on February 12, 2016. The email states:
13 "Christina,
14

15 Sorry I did not get back to you sooner. I was sick and couldn't talk. I did receive your
16 messages. I forgot to let you know (if it makes any difference) I have prior
17 commitments the next 4 Thursdays. If it has to be on the 25th, I don't think I will
18 make it. I do not know what to do.
19

20 Thank you for your help.
21

22 Debbi Grant"
23

24 He then continued to read policy 4.50 and reiterated that Ms. Grant was notified of
25 the initial hearing date as well as the rescheduled date, per the request from the
26 employee. The Council rescheduled the meeting on April 25, 2016 and the employee
27 was notified. Ms. Grant stated that she may not be able to make the hearing on April
28 25, and may be unable to attend the next four Thursdays. Efforts were made by the
29 City to confirm her attendance; however, there has been no response by Ms. Grant.
30

31 Mayor Pike opened the hearing.
32

33 Assistant City Attorney Victoria Hales stated that Ms. Grant's termination date was
34 January 15, 2016. Prior to the termination she was put on paid administrative leave.
35

36 Mayor Pike pointed out that the Council has a packet containing all of the documents
37 that could be referred to.
38

39 City Attorney Shawn Guzman noted that Ms. Grant is not present.
40

41 Councilmember Hughes commented that the policy states that the appealing
42 employee has the burden of proof. He asked, if the employee is not present, why
43 does the hearing need to proceed.
44

45 City Attorney Shawn Guzman stated that Legal staff would prefer to have the
46 evidence on the record. Witnesses are present, but they do not have to be called. If
47 the Council permits, Assistant City Attorney Victoria Hales could proffer the testimony
48 of the witnesses. Ms. Grant had the opportunity to be present.
49

50 Assistant City Attorney Victoria Hales explained that following the procedure protects
51 the City. She suggested proffering the evidence. City Attorney Shawn Guzman and
52 City Recorder Christina Fernandez provided the notifications that were provided to
53 Ms. Grant as well as the appeals process. She stated that Exhibit A includes copies of
54 letters and emails sent to Ms. Grant and her responses and a copy of policy 4.50. Ms.
55 Grant was given more than adequate notice. She pointed out, that it is not the City's
56 burden of proof; however, when there is a termination of an employee, it is best to
57 show that the City has gone through a thorough process to terminate the employee.
58

5 Mayor Pike asked the Council if they had any questions at this time.
6

7 Assistant City Attorney Victoria Hales stated that City Manager Gary Esplin's decision
8 was made mindfully and with great caution and consideration to the employee and
9 her circumstance. If Shiloh Kirkland were to testify, she would testify that she
10 worked with Ms. Grant until July, 2015 and was Ms. Grant's immediate supervisor.
11 Ms. Kirkland would testify about an incident that occurred on June 17, 2015 - an
12 elderly woman came to Ms. Grant for help. Ms. Kirkland, whose office was in close
13 proximity to Ms. Grant's desk, had a monitor in her office to see when customers
14 arrive. Ms. Kirkland overheard the conversation in which an elderly woman asked Ms.
15 Grant to help her fill out a check because of her arthritis, Ms. Grant said no, the
16 woman had to fill it out herself. Ms. Kirkland went out to the counter to help the
17 woman fill out the check. With tears in her eyes, the woman thanked Ms. Kirkland for
18 her help. This is one example of Ms. Grant's customer service demeanor; customers
19 sometimes had to put up with this demeanor when they came in for a business
20 license. Additionally, Ms. Kirkland would testify to numerous incidents such as this
21 relating to Ms. Grant's customer service. At this time, Ms. Grant's primary job was to
22 help customers with business licenses. She was reprimanded for this instance and
23 many other instances such as this. When Ms. Kirkland ended her employment with
24 the City in July, Ms. Grant was put on an employee improvement plan. The plan is
25 shown on pages 74-77 of the booklet - it includes additional situations.
26

27 Councilmember Randall asked to hear from the witnesses because it seems weird to
28 have Assistant City Attorney Victoria Hales talk for the witnesses who are present.
29

30 Assistant City Attorney Victoria Hales stated that she will proceed as the Council
31 determines, but the question and answer format takes much longer.
32

33 Councilmember Hughes mentioned that since Ms. Grant is not present, the Council
34 will only hear things they cannot ask Ms. Grant about.
35

36 City Attorney Shawn Guzman explained that in order to get all of this on the record,
37 Assistant City Attorney Victoria Hales can summarize what all of the witnesses would
38 testify to. Ms. Grant does have the burden of proof. The Council's findings will need
39 to state that Ms. Grant was given adequate notice.
40

41 Assistant City Attorney Victoria Hales stated that she understands this is a strange
42 process; however, getting the evidence on the record protects the City.
43

44 Councilmember Baca mentioned that all of the material has been pretty well
45 documented. Since the employee chose not be here, the Council should stipulate the
46 facts are acceptable as presented. If Ms. Grant chooses to pursue this further and
47 seek other remedies; that is her decision.
48

49 City Attorney Shawn Guzman noted that the Council needs to know what is in the
50 packet.
51

52 Assistant City Attorney Victoria Hales summarized by pointing out the following:
53

- 54 • Pages 78-80, Philip Peterson, her supervisor at the time, suspended Ms.
55 Grant for two days without pay due to customer complaints over a short
56 period of time.
- 57 • Pages 44-45, performance evaluations reflected low performance in
58 customer service as indicated on pages 44-45.
59
60

- 5 • Economic & Housing Development Director Matt Loo, one of her former
6 supervisors, would confirm that Ms. Grant had low performance
7 evaluations and many customer complaints.
- 8 • Planning & Zoning Manager John Willis, Ms. Grant's immediate supervisor
9 at the end of her employment, signed the performance improvement plan
10 and was in charge of seeing that she followed the plan. Ms. Grant was told
11 to improve on customer service, citizen focus, teamwork and cooperation
12
- 13 • Mr. Willis, Assistant Public Works Director Wes Jenkins and Public Works
14 Director Cameron Cutler met with Ms. Grant on numerous occasions to
15 discuss her performance. After placing Ms. Grant on the employee
16 improvement plan, Mr. Willis and Mr. Jenkins met with her monthly to
17 discuss what she was doing to improve and to also discuss with her
18 additional customer complaints received as well as staff complaints
19 regarding Ms. Grant's failure to perform her duties, which is reflected in
20 the termination documentation.
- 21 • Ms. Grant was not performing duties required as outlined in her job
22 description which is included as Exhibit B.
- 23 • Development Office Project Manager Laura Woolsey, another of Ms. Grant's
24 immediate supervisors, had an occasion to go through Ms. Grant's desk
25 upon her termination and created a packet of items that were not
26 completed, which was approximately 70 pages, some of which are very
27 crucial. Ms. Woolsey found checks that were not deposited within three
28 days per State law. Some of the checks found resulted in late fees which
29 creates a nightmare, not only for the customer, but also City staff, to
30 reverse wrongly imposed late fees.
- 31 • During the monthly meetings with Mr. Willis and Mr. Jenkins, Ms. Grant
32 lashed out, calling them two-faced supervisors because they brought
33 customer service complaints to her attention and at the same meeting
34 praised her for positive things she had done.
- 35 • In September, 2015 Ms. Grant was notified that her job description had
36 changed. Her pay did not change; however, she was very unhappy with
37 the changes as she would not be able to advance in pay in the future. Ms.
38 Grant also complained that she wanted to stay involved with business
39 licensing because of her knowledge and experience; however, when
40 assigned the business licensing tasks, she failed to perform them, some of
41 which have been previously outlined.
- 42 • Mr. Willis and Mr. Jenkins tried to address Ms. Grant's issues by shifting
43 her duties in an effort to make her successful, it was not their goal to write
44 her up and terminate her. Because of her customer service issues, she
45 was moved to the desk by Mr. Cutler's office, which saw fewer customers.
46 Ms. Grant failed to assist customers when asked to step up in her new
47 location. It was discovered that she was asleep at her desk. Additionally,
48 she failed to call customers when it was time to renew their rental dwelling
49 licenses as assigned.
- 50 • Pages 34-37, it was determined that she was not performing well under
51 the performance improvement plan and Ms. Grant received a poor
52 performance plan review at the end of 2015, right before her termination.
- 53 • Pages 4-16, Mr. Cutler prepared a "Notice of Intent to Discipline" letter and
54 held a formal meeting with Human Resources and Ms. Grant's supervisors.
55 All of the customer service complaints are outlined on page 11. Ms. Grant
56 was given a time to return to explain the events. At the meeting held on
57 January 4, 2016, Ms. Grant was informed about the customer service
58 complaints and items not being addressed in her work performance; one of
59 the possible disciplines was termination. At the subsequent meeting, Ms.
60 Grant provided her responses as outlined in these pages, which were found
to be inadequate.

- 5 • Mr. Cutler recommended Ms. Grant's termination to City Manager Gary Esplin.
- 6 • Pages 1-2, City Manager Gary Esplin prepared and sent a letter to Ms. Grant recommending termination. Ms. Grant was on paid administrative leave from January 4 through January 15, 2016.

10 Assistant City Attorney Victoria Hales closed by saying that the City would seek a finding that City Manager Gary Esplin's decision to terminate Ms. Grant was based on behaviors that were in clear violation of City policies, particularly behaviors that violate policy 4.50(VII). Ms. Grant failed to improve her performance within a prescribed timeframe as proven by the performance improvement action plan and her failure to meet benchmarks in the plan. Further, Ms. Grant failed to conduct herself in a professional and competent manner, showed insubordination to her supervisors by refusing to or being unwilling to do as directed, neglected her job duties and responsibilities, refused to perform her assigned work and failed to be respectful, courteous and cooperative with customers. Ms. Grant was given clear, verbal, written and corrective action to take which she did not do, resulting in suspensions and termination. Ms. Hales requested the Council uphold the City Manager's decision to terminate Ms. Grant and find that procedures were given to Ms. Grant outlined in Exhibit A, showing that adequate notice of the procedures and this hearing were given and that Ms. Grant had an opportunity to be present and heard, but that she chose not to attend. She thanked the witnesses for being present.

27 Councilmember Arial commented that she appreciates the thoroughness, compassion and concern shown for this employee. Staff wanted her to succeed; processes were thorough and exact.

31 City Attorney Shawn Guzman handed a ballot to each of the Councilmembers.

34 Councilmember Baca stated that the record reflects this situation has been going on for a number of years. She signed and acknowledged notifications outlining the allegations; supervisors have been quite patient.

38 Mayor Pike asked if the Council had a chance to look through the documents which were well gathered.

41 Councilmember Randall commented that some employees need to be terminated long before they are; this is one of those cases.

44 Mayor Pike stated that it isn't easy to be terminated; documentation is appreciated. The City values its employees. He asked the Council to mark their ballot to either affirm or reverse the decision of the City Manager to terminate Debbi Grant.

48 Mayor Pike read the ballots, as follows:

- 50 Councilmember Arial – affirm
- 51 Councilmember Randall – affirm
- 52 Councilmember Baca – affirm
- 53 Councilmember Hughes – affirm
- 54 Councilmember Bowcutt – affirm

56 City Attorney Shawn Guzman explained at this time, it would be appropriate to add findings as follows:

- 59 • Procedures were followed.
- 60 • Adequate notice was given on both hearings.

- 6 • The morning of the first scheduled hearing, Ms. Grant called stating that
7 she was sick and could not make it.
- 8 • The Council accommodated Ms. Grant by setting the second hearing for
9 tonight.
- 10 • Ms. Grant was notified, by numerous methods, about tonight’s hearing and
11 asked that she advise the City Recorder if she would be present, but failed
12 to respond and appear or present evidence on her behalf, or meet the
13 burden of proof as required by policy and procedure.
- 14 • The decision of the City Manger was reasonable based upon the evidence
15 as presented to him.

16
17 Assistant City Attorney Victoria Hales noted that this list of findings is what was
18 requested at the beginning of the hearing.
19

20 **MOTION:** A motion was made by Councilmember Arial to accept the findings.
21 **SECOND:** The motion was seconded by Councilmember Hughes.
22 **VOTE:** Mayor Pike called for a roll call vote, as follows:
23

24 Councilmember Hughes – aye
25 Councilmember Randall - aye
26 Councilmember Bowcutt – aye
27 Councilmember Arial – aye
28 Councilmember Baca – aye
29

30 The vote was unanimous and the motion carried.
31

32 Councilmember Baca recognized what has taken place. He referred to the mission
33 and vision statement which includes language about good public relations and
34 expectations. The City values the citizens of this community regardless of their social
35 position; they should be treated equally and fairly at all times.
36

37 City Manager Gary Esplin suggested adjourning to the Administrative Conference
38 Room for the remainder of the meeting.
39

40 **DISCUSSION AND PRESENTATION FROM DIXIE STATE UNIVERSITY REGARDING**
41 **BANNERS:**
42

43 Mayor Pike introduced Jordan Sharpe, the Marketing Director for Dixie State
44 University.
45

46 Mr. Sharpe explained that they are in the process of rebranding Dixie State
47 University. He presented a PowerPoint presentation covering the following topics:
48 Articles regarding the best college towns in America; 10 Reasons to Retire in a
49 College Town – US News & World Report; St. George, Utah #1 College Town in
50 America; Rebranding and Identity Concepts; Dixie State Raptors; Logo rendering;
51 Dixie State University Trailblazers; Logo rendering; Dixie State Sun Warriors; Logo
52 rendering; Logo rendering; photos of possible marketing avenues; and proposed
53 signs.
54

55 City Manager Gary Esplin stated that he is concerned that 400 East is the historic
56 district; the Council may want something more historical there.
57
58

5 Mr. Sharpe stated that the final decision with the mascot will be within the next 2-3
6 weeks; the Identity Committee will make the decision. The hope is to unveil the new
7 mascot during D-Week.
8

9 Mayor Pike encouraged Mr. Sharpe to work with Support Services Director Marc
10 Mortensen.
11

12 **UPDATE ON THE 2016 LEGISLATIVE SESSION:**

13 Mayor Pike mentioned that most concerning for him, are the bills that want to take
14 away local control. He asked City Attorney Shawn Guzman to review the 2016
15 Legislative Session.
16

17 City Attorney Shawn Guzman provided the Council with an update on the 2016
18 Legislative session.
19

20 **REPORTS FROM MAYOR, COUNCILMEMBERS AND CITY MANAGER:**

21 Councilmember Hughes mentioned the Animal Shelter Board meeting; things are
22 going well. The board is pleased with the number of animals coming in and being
23 adopted out of the shelter. Sergeant Fuller explained the process of euthanizing
24 animal if it is found to be unadoptable. There was some discussion about the County
25 Shelter. The County will hold an open house to discuss the shelter March 29th at 6:00
26 p.m.
27

28 Councilmember Bowcutt stated the Planning Commission met for four hours – some
29 items will come to City Council for their consideration as they were not decided at the
30 meeting.
31

32 Councilmember Baca mentioned that a citizen met with him regarding a claim on an
33 accident; City Attorney Shawn Guzman informed the gentleman on how to proceed.
34 Another citizen met with him regarding an employee issue.
35

36 Councilmember Randall reported that the University is doing a veteran's monument of
37 some sort. There is \$1,700 in the Veteran Affairs budget; she asked if some of that
38 can be donated to them if the Board would like to donate some of the funds. The
39 Shade Tree Board does not meet for a few weeks.
40

41 A discussion took place regarding the trees that are being removed from certain
42 businesses; replacing them with smaller trees.
43

44 Councilmember Arial stated that Jim McDonald will replace Dana Meier at UDOT. The
45 Youth City Council has seen an issue with the kids bad mouthing each other and
46 bickering about choosing the next mayor. She would like an adult to talk to them
47 about their behavior. The Excellence in the Arts awards will be given to the recipients
48 at the March 17th City Council meeting. She mentioned that the quarry dedication will
49 take place on Saturday March 19th, the Arts Festival on March 25th and 26th, and the
50 Spring Swing on April 1st. The Arts Commission meeting was this morning; Gary
51 Sanders went through and described the RAP tax. The Commission would like the
52 Going Home piece to be purchased by the Cemetery to place at the Cremation
53 Gardens. She mentioned other pieces the Arts Commission recommends purchasing.
54

55 Mayor Pike would like Leisure Services Director Kent Perkins and City Manager Gary
56 Esplin to look at the trees sculpture for the All Abilities Park. If sufficient funds are
57 raised, those funds can be used to purchase them.
58

59 Councilmember Hughes reported that the MPO spent time discussion Envision Utah, it
60 was interesting to hear about the process; information can be found online.

5 **ADJOURN TO CLOSED SESSION:**

6 **MOTION:** A motion was made by Councilmember Hughes to adjourn to a closed
7 session to discuss property sales.

8 **SECOND:** The motion was seconded by Councilmember Baca.

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

- 10
11 Councilmember Hughes – aye
12 Councilmember Randall - aye
13 Councilmember Bowcutt – aye
14 Councilmember Arial – aye
15 Councilmember Baca – aye

16
17 The vote was unanimous and the motion carried.
18

19 **RECONVENE AND ADJOURN:**

20 **MOTION:** A motion was made by Councilmember Randall to reconvene and
21 adjourn.

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

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

- 24
25 Councilmember Hughes – aye
26 Councilmember Randall - aye
27 Councilmember Bowcutt – aye
28 Councilmember Arial – aye
29 Councilmember Baca – aye

30
31 The vote was unanimous and the motion carried.
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**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JUNE 9, 2016, 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM**

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PRESENT:

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**Mayor Jon Pike
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Attorney Shawn Guzman
City Manager Gary Esplin
City Recorder Christina Fernandez**

28
29

EXCUSED:

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31

Councilmember Jimmie Hughes

32
33

OPENING:

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Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Gregg McArthur and the invocation was offered by Russ Cashin with the Free Spirit Community.

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45

Mayor Pike mentioned that he attended an open house at TURN Community Services and showed the Council a picture drawn by a disabled young man in four minutes. Additionally, he mentioned other artistic things done by people with disabilities.

46
47

PRESENTATION FROM DIXIE STATE UNIVERSITY:

48
49
50
51

Jordan Sharp, Chief Marketing Director, with Dixie State University presented a PowerPoint presentation covering the following topics: A Bison's Trail; Lets become a University Town; The Blending of Communities: Town and Gown Relationships at Colleges; University of Memphis; Iowa State University; Washburn University's; Dixie State University; A Bison's Trail; Sponsor Package; Artist Package; Possible Locations; and Questions. Mr. Sharp explained the bison are fiberglass. They are fairly sturdy and are not extremely expensive.

City Manager Gary Esplin stated that he feels this is a great opportunity. This is something that is done all over the Country.

Mr. Sharp mentioned there will be a panel to choose artists, some of which will be Dixie State University students.

Mayor Pike asked Support Services Director Marc Mortensen to work with Mr. Sharp on placement and quantity.

City Manager Gary Esplin explained that if the bison are allowed in a public right-of-way, they may have to be approved by legal. If placed on private property and out of the public right-of-way, there shouldn't be any issues.

5 **PRESENTATION FROM THE ARTS COMMISSION REGARDING THEIR**
6 **RECOMMENDATIONS FOR ARTS RELATED RAP TAX GRANT FUNDING:**

7 John Kessler, Chairman for the Arts Commission, introduced members of the
8 Commission who were present. He explained that the Arts Commission recently
9 discussed applications and provided a handout outlining their recommendations. No
10 applicants were denied. He outlined the requirements for applying for the funding.
11

12 Mayor Pike clarified that these recommendations are a draft - the Council will make
13 the final decision.
14

15 Mr. Kessler commented that more can be accomplished by using existing resources.
16 They will be holding a conference later in the year to help artists network. The Arts
17 Commission meets monthly and has many community representatives. Because
18 many organizations need space, after their recommendations, they held \$42,000 to
19 earmark for helping to fund future facilities.
20

21 Mayor Pike explained that he is concerned that this is not how it was advertised. The
22 advertisements were very specific in stating that the funds for the arts would be used
23 to strengthen arts organizations and to assist fund operations of the Electric Theater.
24 With just completing the Electric Theater which is essentially an arts center, he
25 believes arts organizations need to be strengthened so they can afford to pay rent
26 and utilities. He mentioned that he discussed the Hale Center Theatre with the Sandy
27 City Mayor. Sandy City used their bonding ability to bond for half the cost and will be
28 paid back using rent from the Theatre; the other half came from the Hale Center
29 Theatre.
30

31 City Manager Gary Esplin commented that he has concerns with funding sources as
32 RAP tax funds may be gone in ten years. The right location will have to be
33 determined and property would have to be secured; acquiring the site will be costly.
34

35 Councilmember Arial explained the groups requesting grants are looking for an arts
36 center.
37

38 City Manager Gary Esplin commented that the City cannot do this alone; others in the
39 County need to pitch in.
40

41 Mr. Kessler mentioned that one tenant is efficiently utilizing the Opera House and the
42 Electric Theater is being used by others. Part of their arts conference workshops will
43 teach attendees how to run a business, which is what these groups need to learn.
44 Mayor Pike stated that he hopes the economy continues to grow. Because it is tax
45 based, more funding was available than estimated. He mentioned some of City
46 projects that are being funded using RAP tax money.
47

48 Councilmember Arial commented that there is no commitment to fund these groups
49 annually.
50
51

5 Councilmember Randall voiced her concerns that if funds are earmarked for a
6 performing arts center, she worries that people will say that the City is building one
7 prematurely.
8

9 Mr. Kessler commented the vision is to help the groups manage each other. He
10 added that there is no guarantee that funds will be available every year.
11

12 Gregg McArthur explained that he felt comfortable that the amounts allocated to each
13 group was helping, but not overfunding them.
14

15 Rob Schmitt commented when looking at calculations, the Commission considered
16 how much the groups were requesting versus their current budget. Having them rely
17 completely on these grants sets them up for failure.
18

19 **DISCUSSION REGARDING THE 2016-2017 FISCAL YEAR BUDGET:**

20 City Manager Gary Esplin mentioned the budget will be adopted next week. Although
21 it is currently at 9%, he hopes to keep the general fund balance at 11%. During the
22 rating process, it is asked why the fund balance went from 11% to 9% as it is a trend
23 they do not want to see continue. He outlined items the Council may want to
24 consider as funds were not recommended, they are as follows: increases for part time
25 employees at approximately \$160,000, playground at Sandtown Park at \$150,000,
26 repairs at Hidden Valley Park at \$317,000, Dixie Red Hills clubhouse at approximately
27 \$400,000, an EMT position for the Fire Department at approximately \$76,000,
28 restructuring at the Police Department at approximately \$65,000, funds for
29 professional services in Parks Planning at \$15,000, and replacing the Sand Hollow
30 Aquatic Center dome, cost unknown. The Golf division has ceased issuing new cache
31 cards - next week's agenda will list a proposed fee resolution which will include a
32 loyalty card for the golf courses. The Council may also want to consider the
33 following: purchasing additional cemetery property and completing the first phase of
34 Worthen Park upgrades at \$688,000. He explained that there are some funds that
35 have not been allocated in the current revenue structure. The fire impact fund has
36 enough funds for the proposed fire station in Little Valley.
37

38 A discussion took place regarding updating the City's ordinances. Mayor Pike
39 explained that it would take quite a bit to do so as the project may need to be
40 outsourced to work along with City staff.
41

42 City Manager Gary Esplin commented which ordinances need to be updated first has
43 to be determined. Each department head would have to be involved in the process.
44 His priority would be those regarding land use. A consultant would take model
45 ordinances, compare them to current City codes and make recommendations.
46

47 City Attorney Shawn Guzman noted that it is difficult to find anyone with ordinances
48 that are up to date. Hiring a consultant would be ideal.
49

50 Councilmember Bowcutt commented that there is no progress being made.
51

5 City Manager Gary Esplin noted that current ordinances are up to date and codified.
6 If the Council would like to change or repeal an ordinance they can do so. As land
7 uses change every day, he feels that is where it should start. Each department will
8 have to determine which ordinance they feel are critical.
9

10 City Attorney Shawn Guzman added that he can give the Council a list and mentioned
11 that he would like to begin with the zoning ordinances.
12

13 After discussing which ordinances are of most concern to them, the consensus of the
14 Council is to allocate \$50,000 toward this project.
15

16 Administrative Services Director Deanna Brklacich mentioned that RAP tax items
17 include design for the mountain bike skills park and Tonaquint park design and land.
18 A special projects fund has been created to keep track of RAP tax projects.
19

20 City Manager Gary Esplin explained the recommendation for water rates is to do a
21 \$.10 pass through and a \$.20 for a repair and replacement fund in the Water
22 Department to use for aging infrastructure. One option is to consider doing away
23 with the free 5,000 gallons of water on current billing. The proposed increase
24 averages about \$3 per month.
25

26 Water Services Director Scott Taylor clarified that annually, overall the increase is an
27 8% average.
28

29 City Manager Gary Esplin stated that information regarding unbilled services and the
30 proposed increase has been sent to customers. It is recommended to not increase
31 airport parking fees; however, parks and recreation fees will increase slightly.
32

33 Administrative Services Director Deanna Brklacich outlined the proposed fee changes
34 in Leisure Services and Development Services.
35

36 Mayor Pike mentioned that he received a letter with a number of signatures
37 supporting upgrades at Sandtown Park.
38

39 After discussion, the consensus of the Council is to fund the following: upgrades at
40 Sandtown Park, repair the tennis courts at Hidden Valley Park, the clubhouse at the
41 Dixie Red Hills Golf Course, the purchase of corrals and chutes for the SunBowl using
42 RAP tax funds, possibly purchasing portable restrooms for use at the rodeo and other
43 special events, and phase 1 of Vernon Worthen Park upgrades.
44

45 City Manager Gary Esplin provided an update on the All Abilities Park.
46

47 A discussion took place regarding cemetery lot sales and the need for additional land.
48

49 Mayor Pike mentioned the City's branding efforts that will need approximately
50 \$50,000 and increases for part time employees, both of which the Council expressed
51 their okay to fund.

5 After discussing the restructuring in the Police Department, the Council decided to
6 fund the two proposed promotions. Additionally, they discussed Matt Loo's position
7 and job title as well as human services type needs in the community.
8

9 Mayor Pike mentioned that he will recommend a new City Treasurer next week and
10 the possibility of additional destinations at the airport.
11

12 The Council agreed to fund the professional services in Parks Planning and to hire a
13 consultant to review the ordinances, but not to contribute funds to the Days of '47
14 event.
15

16 **REPORTS FROM MAYOR, COUNCILMEMBERS AND CITY MANAGER:**

17 Councilmember Randall asked the Council about contributing \$900 to the veteran's
18 monument at Dixie State University.
19

20 **ADJOURN TO CLOSED SESSION:**

21 **MOTION:** A motion was made by Councilmember Randall to adjourn to a closed
22 session to discuss land issues.

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

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

26 Councilmember Randall - aye
27 Councilmember Bowcutt - aye
28 Councilmember Arial - aye
29 Councilmember Baca - aye
30

31 The vote was unanimous and the motion carried.
32

33 The meeting adjourned following the closed session.
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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JUNE 16, 2016, 5:00 P.M.
CITY COUNCIL CHAMBERS**

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PRESENT:

Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Attorney Shawn Guzman
City Manager Gary Esplin
Deputy City Recorder Annette Hansen

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OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance was led by Pam Palermo and the invocation was offered by Tim Martin from the Interfaith Council.

Mayor Pike read a proclamation expressing appreciation to Ski Ingram, who has been the acting St. George area American Legion Commander for many years. He is moving out of the community to be closer to family in Arizona. After presentation of the proclamation, Mr. Ingram addressed the Council and citizens who came to honor his years of service. He stated that he felt honored for being recognized for something he loves to do. He thanked the Mayor and Councilmembers for their support, and to the community for their dedication in making this city great and their love and devotion to the veterans' programs and issues.

Mayor Pike mentioned the groundbreaking ceremony at Dixie Regional Medical Center that Councilmembers were invited to attend on the 17th at 7 am.

Mayor Pike also mentioned that there would be not be a council meeting on June 23.

City Manager Gary Esplin mentioned that item 3A and 4A on the agenda has been tabled.

APPOINTMENTS:

Mayor Pike stated that the previous City Treasurer has resigned and it has become necessary to appoint a new one. He stated after much discussion with the finance administration, he has interviewed and asked Laura Woolsey to accept the position.

MOTION: A motion was made by Councilmember Arial to appoint Laura Woolsey as the City Treasurer.

SECOND: The motion was seconded by Councilmember Randall.

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

4
5 Councilmember Hughes – aye
6 Councilmember Randall - aye
7 Councilmember Bowcutt – aye
8 Councilmember Arial – aye
9 Councilmember Baca – aye

10
11 The vote was unanimous and the motion carried.

12
13 Mayor Pike asked Ms. Woolsey to address the Council. She expressed her thanks for
14 the opportunity and stated that she would do the best job she could and always give
15 110%.

16
17 Mayor Pike and Councilmembers thanked her for her willingness, hard work, and
18 dedication to the City in her many duties. They also recognized her ability to work
19 well with staff and the public and felt confident that she would do a good job in this
20 position as well.

21
22 **AWARD OF BID:**

23 **Consider award of bid for the 2016 4th of July fireworks.**

24
25 Purchasing Manager Connie Hood explained that there were two pyrotechnic
26 companies who bid on the 4th of July city fireworks, both were reputable and the city
27 has used each of them in the past. She recommends awarding bid to Fireworks and
28 Stage FX America for the amount of \$40,000.00.

29
30 City Manager Gary Esplin mentioned that due to the construction of the elementary
31 school and other changes being made in the area of the SunBowl, the venue is being
32 moved to the football stadium at Dixie State University.

33
34 Mayor Pike asked Support Services Director Marc Mortensen to explain the events of
35 the day. Mr. Mortensen stated that the venue for the events of the day such as
36 parade and 5k run would remain the same, but the evening entertainment which
37 included a concert and fireworks, would be moved to the University location. He
38 stated that there are rumors that you will need a ticket to get in to see the fireworks
39 and concert and seating would be limited, but that is not the case. Tickets will be
40 needed only for the grandstand seating area. All other areas, including lawn space,
41 remain free and accessible to the general public.

42
43 **MOTION:** A motion was made by Councilmember Randall to award the bid for
44 the 2016 July 4th fireworks to Fireworks and Stage FX America for the
45 amount of \$40,000.00.

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

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

48
49 Councilmember Hughes – aye
50 Councilmember Randall - aye
51 Councilmember Bowcutt – aye
52

5 Councilmember Arial – aye
6 Councilmember Baca – aye
7

8 The vote was unanimous and the motion carried.
9

10 Councilmember Baca wished to mention the importance of voting in the upcoming
11 elections this year not only for the President but for local leaders of the community.
12

13 Mayor Pike also mentioned that early voting has already begun and voters can go
14 and vote at any of the early voting polling locations. He also wished to recognize
15 two candidates in attendance at the Council Meeting; former Councilmember Gil
16 Almquist, who is running for Washington County Commissioner, and Susi Lafaele
17 who is running for Washington County School Boardmember.
18

19 **ENGINEERING SERVICES CONTRACT:**

20 **Consider approval of an engineering services contract with Sunrise**
21 **Engineering for the resurfacing project on Bloomington Drive.**
22

23 City Manager Gary Esplin presented the engineering services contract and explained
24 that it is for design services for the first phase of the re-surfacing of Bloomington
25 Drive. The contract includes surveying and locating existing improvements,
26 coordination with various utilities, completion of plans, and all related work. The
27 contract is recommended to be awarded to Sunrise Engineering for the amount of
28 \$86,000.00.
29

30 **MOTION:** A motion was made by Councilmember Hughes to approve the
31 engineering services contract with Sunrise Engineering for the
32 resurfacing project on Bloomington Drive for the amount of
33 \$86,000.00 as presented.

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

35 **VOTE:** Mayor Pike called for a vote, as follows:
36

37 Councilmember Hughes – aye
38 Councilmember Randall - aye
39 Councilmember Bowcutt – aye
40 Councilmember Arial – aye
41 Councilmember Baca – aye
42

43 The vote was unanimous and the motion carried.
44

45 **AMEND PROFESSIONAL SERVICES AGREEMENT:**

46 **Consider approval of a second amendment to the professional services**
47 **agreement with Jviation for the Apron Pavement Preservation.**
48

49 City Manager Gary Esplin stated that the amendment consists of providing design
50 services and construction management services with Jviation for a total cost of
51 \$99,146.00. FAA grant pays for 90.63% of this amendment of the agreement. He

5 explained that this is the improvement project at the Airport planned for the next
6 fiscal year and is a Federally funded project.
7

8 **MOTION:** A motion was made by Councilmember Randall to approve the
9 amendment for the Professional Services Agreement with Jviation in
10 the amount of \$99,146.00

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

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

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

20 The vote was unanimous and the motion carried.
21

22 **AWARD OF BID:**

23 **Consider award of bid for the annual purchase of asphalt, concrete, sand
24 and gravel.**
25

26 Purchasing Manager Connie Hood explained that this is the annual bid for asphalt,
27 and concrete sand and gravel. The bids came in with split results for this annual
28 buy. Blanket PO's will be established with both suppliers to take advantage of the
29 lowest pricing for each product as shown. Having an alternate supplier will benefit
30 the City by having supply on hand when needed from 2 different suppliers. The cost
31 is \$150,000.00.
32

33 Councilmember Hughes commented that this was a great solution for the City to
34 have the ability to choose the lowest price for the products needed and makes
35 financial sense.
36

37 **MOTION:** A motion was made by Councilmember Arial to award the blanket bid
38 not to exceed \$150,000.00 to be divided between SunRoc and Western
39 Rock for materials needed for the fiscal year.

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

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

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

49 The vote was unanimous and the motion carried.
50
51

5 **PUBLIC HEARING/ADOPT FISCAL YEAR 2016-2017 BUDGET/RESOLUTION:**
6 **Public hearing to receive public input on the Fiscal Year 2016-2017**
7 **Budget and Unbilled Utility Service.**
8

9 City Manager Gary Esplin explained that State Law requires the City to take public
10 input in at least one public hearing regarding the proposed budget and also
11 concerning the amount of water and electric utility services provided, yet not billed,
12 to other City-owned facilities such as parks, right of way, water pumps and wells,
13 etc. This is the second public hearing for the budget. He also explained the unbilled
14 utility services notice was printed on the back of the utility bills mailed and emailed
15 to all utility customers in May. He mentioned that not billing for some inter-
16 department services is a common practice for municipalities and the notice informs
17 citizens as to the amounts included in the annual budget. The net effect on the
18 average monthly bill is \$1.23 per customer for this current year. Last year was
19 \$1.54 and next fiscal year is anticipated to increase to \$1.68, mostly for electricity
20 supplied to the Water Department for wells.
21

22 Mayor Pike opened the meeting for public hearing.
23

24 Resident Karl Palmer addressed the Council and stated that he called Cedar City,
25 whose electricity is provided by Rocky Mountain Power, to see how much of their
26 utility funds are transferred into their general fund as compared to St. George City's
27 municipal power system.
28

29 City Manager Gary Esplin explained that the city doesn't transfer any funds into the
30 general fund from the municipal utilities that aren't associated to an allocated cost,
31 such as office operation costs. He stated that the 1.7 million proposed is for
32 allocated costs that are tied to a specific item.
33

34 Mr. Palmer then asked if the City has the option to charge higher rates and send
35 money to the general fund, or lower rates and not send money to the general fund.
36

37 City Manager Gary Esplin explained that some cities choose to do it that way through
38 a public hearing such as this one, but they would then take one blanket amount from
39 the electric fund and put in the general fund as part of the budget process and not
40 have that associated with a cost. In the past, the City has chosen not to do that as
41 Council believes that the electric fund ought to pay for those costs that they would
42 otherwise have to pay to an alternate source. The only difference here would be that
43 the City is not charging the power for the pumping of the wells; they are in the water
44 fund.
45

46 Mr. Palmer then inquired about who pays the costs for City sheds, buildings, etc.
47

48 City Manager Gary Esplin explained that each department is billed for their usage; it
49 is metered and paid for through their department budgeted funds. The only

5 exception is the City does not charge itself for the electricity to pump the water
6 system.
7

8 Mr. Palmer then inquired about franchise fees, and Mr. Esplin explained how those
9 fees are collected and allocated within the City. He also mentioned that the power
10 company in Cedar City also pays property tax, with the City's municipal system the
11 City does not receive a property tax.
12

13 Mr. Palmer then stated that he felt having municipal electricity was a great benefit to
14 the City and thanked the Council.
15

16 Resident Kenneth Gee then addressed the Council in regards to the increase in water
17 rates, and asked where they got their rates from.
18

19 City Manager Gary Esplin stated that the Washington County Water Conservancy
20 District was raising rates of water and that cost needed to be passed on to the
21 consumer. He stated that these rate increases help maintain and update the existing
22 aging water infrastructure.
23

24 Mayor Pike also mentioned that although the water rates continue to increase, as
25 they are expected to each year by about 10 cents per thousand gal, electric rates
26 have remained steady, and there hasn't been an increase since 2006.
27

28 Mr. Gee then expressed his frustration with City employees who he perceived as
29 being overpaid and underworked and as such, the City should be able to find ways to
30 cut costs to keep from increasing rates to citizens on fixed incomes like his. He
31 expressed further frustration with the Council in passing whatever they feel like
32 without concern for the public.
33

34 Mayor Pike stated that although he respected and appreciated Mr. Gee for expressing
35 his opinion, he felt that what he was stating was extremely inaccurate. He stated
36 that the City employs over 600 full-time employees with another 400 part-time
37 employees. Throughout the entire economy downturn there wasn't a single new
38 position hire and department heads take seriously their responsibilities the charge of
39 their employees. He also reiterated that the City does not charge citizens any more
40 for utilities than they must to maintain the current infrastructure that we have.
41

42 Citizen Todd Watts addressed the Council. He explained that he is a manager of a
43 commercial laundry business in town. He recognizes that he is one of the major
44 water users every month. He expressed his concern at the 19% water rate increase
45 for larger water users and inquired if he should expect this kind of drastic increase
46 every year as he too must plan and stay within a budget.
47

48 Mayor Pike stated that although water rates are expected to increase every year,
49 they are not anticipated to increase that drastically for larger water users each year.

5 Citizen Gordon Lighter addressed the Council and inquired about the options of solar
6 energy in keeping costs down. Mr. Esplin stated that the City is currently looking at
7 solar projects and works hard to keep costs as low as possible. He stated that solar
8 power is good for general public, although there always needs to be the
9 infrastructure and capability there for when solar is not producing as much as
10 needed and the City needs to cover those backup costs.

11
12 Councilmember Bowcutt mentioned that the power department is a great source of
13 information on this subject and regularly puts on seminars to help inform the public
14 on the benefits and costs associated with solar energy.

15
16 Citizen Julie Benson stated that the increase affects her budget as well. She
17 expressed concern about the Council staying within a budget. She inquired on the
18 proposed water rate increase each year and then stated that the City should look
19 into more xeriscaping for their parks to be more desert friendly.

20
21 Mayor Pike stated that the City works hard to stay within their budget, and they
22 always do. The City does in fact use water conservative desert landscaping
23 whenever possible, although it is not reasonable to do so in parks where children
24 play or cemeteries. He explained that those areas are watered with re-use water
25 that would otherwise go down river if not used.

26 Hearing no further public comment, Mayor Pike then closed the public
27 hearing.

28
29 City Manager Gary Esplin wished to clarify some aspects of the budget. He explained
30 that the proposed property tax estimates are only as good as the numbers received
31 from the County, and that those property taxes have not increased since 1995. That
32 makes an average cost of \$280 per household per year to cover all streets, police,
33 and fire costs based on a \$2,000 tax bill for a residence. He also explained the
34 reallocation of items not included in the original budget proposal.

35
36 Councilmember Baca wished to let the public know that the Administration staff does
37 a very thorough job with the budget and take it very seriously. He explained that
38 there is a great deal of time given above and beyond the call of duty in preparing the
39 budget and making sure that the City remains very reserved and frugal and they
40 continue to keep things balanced very well.

41
42 Councilmember Hughes expressed his appreciation to those who took the time to
43 make public comment. He stated that their concerns and comments are listened to,
44 valued and respected. He reiterated that the Council always strives to maintain a
45 very lean budget. He explained that it costs money to maintain good employees to
46 help run this city as successfully as they do, and they do what they can to keep the
47 quality of the employees of the City. He also mentioned that sometimes it feels to
48 the Council like the public doesn't really care about certain issues because they
49 never receive input, for example there was a public hearing for the budget the

5 previous City Council Meeting, and there wasn't a single person who wished to
6 comment. He stated that although the Council and staff are not perfect, they try
7 their hardest to maintain the integrity of the City and he wholeheartedly appreciated
8 the comments and questions posed in holding Councilmembers responsible for what
9 they do.

10
11 **MOTION:** A motion was made by Councilmember Randall to approve the Fiscal
12 Year 2016-2017 Budget and unbilled utility services as presented.

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

14 **VOTE:** Mayor Pike called for a roll call vote, as follows:
15

16 Councilmember Hughes – aye
17 Councilmember Randall - aye
18 Councilmember Bowcutt – aye
19 Councilmember Arial – aye
20 Councilmember Baca – aye
21

22 The vote was unanimous and the motion carried.
23

24 Mayor Pike wished to recognize and thank all the staff that worked so hard to put the
25 budget together, especially City Manager Gary Esplin and Administrative Services
26 Director Deanna Brklacich who has spent many months preparing this for approval.
27

28 **PUBLIC HEARING/AMEND FISCAL YEAR 2015-2016 BUDGET/RESOLUTION:**
29 **Public hearing to consider amendments to the Fiscal Year 2015-2016**
30 **Budget.**
31

32 City Manager Gary Esplin outlined the proposed amendments to the Fiscal Year
33 2015-2016 Budget as follows: 1) to increase the budget to acquire body armor and
34 accessories to protect officer who respond to incidents involving in-progress
35 shootings and high risk encounters; 2) to budget for a study of the Sand Hollow
36 Aquatic Center dome fabric; 3) to budget for a contribution from the Southwest
37 Public Health Department for trail and bicycle way finding signs to be purchased and
38 installed by the City; 4) to budget for the Art grants received from various State and
39 other governmental entities to fund improvements and art exhibits during the
40 current fiscal year; 5) to adjust various budgets to anticipated revenues and
41 expenditures by the end of the fiscal year; and 6) to re-allocate budgeted pavement
42 management funding towards phase 1 of the Red Hills Parkway/Red Cliffs Drive
43 connection (Mall Drive Underpass) project. Phase 1 includes extending an existing
44 12-foot drainage culvert under 1-15.
45

46 Mayor Pike opened the public hearing. Hearing no comments, he closed the public
47 hearing.
48
49

5 **MOTION:** A motion was made by Councilmember Baca to approve the resolution
6 adopting the amendments to the Fiscal Year 2015-2016 Budget as
7 presented.

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

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

10
11 Councilmember Hughes – aye
12 Councilmember Randall - aye
13 Councilmember Bowcutt – aye
14 Councilmember Arial – aye
15 Councilmember Baca – aye
16

17 The vote was unanimous and the motion carried.
18

19 **RESOLUTION / FISCAL YEAR 2016-2017 RAP TAX ARTS FUNDS:**

20 **Consider approval of a resolution adopting recommendations of the**
21 **St. George Arts Commission for distribution of RAP Tax arts funds for**
22 **the Fiscal Year 2016-2017.**
23

24 Mayor Pike explained that there was \$40,000 of unallocated funds from the RAP tax
25 that needed to be distributed for the Fiscal Year 2016-2017. He stated that the St.
26 George Arts Commission (SGAC) has met and reviewed grant applications from St.
27 George based arts organizations. SGAC members vetted the applications and have
28 determined grant funding recommendations for City Council consideration that
29 \$10,000 go to each of the following entities: Celebrity Concert Series, Southwest
30 Symphony, Southern Utah Heritage Choir, and the St. George Musical Theatre.
31
32

33 **MOTION:** A motion was made by Councilmember Arial to approve the
34 recommendations from the St. George Arts Commission and award
35 the grants as presented.

36 **SECOND:** The motion was seconded by Councilmember Baca.
37

38 **DISCUSSION:**

39 Councilmember Arial commented that the organizations that receive the funds
40 are worthy and very appreciative of the much needed financial help.
41

42 Councilmember Baca explained that this is the first disbursement of these funds,
43 and that this process will be evaluated as part of the reconciliation process for
44 receiving these funds. If the funds are not used satisfactorily they will no longer
45 be able to receive funding in the future.
46

47 Councilmember Hughes wished to explain that this RAP tax was passed by the
48 general public who voted on it; and as such, these funds are taxed for a specific
49

5 purpose and cannot be used for anything else. Allocating the funds is part of the
6 process in doing what the general public wanted the Council to do.
7

8 Mayor Pike also wished to mention that the funds are divided between three
9 entities; Recreation, Arts and Parks.
10

11 **VOTE:** Mayor Pike called for a roll call vote, as follows:
12

13 Councilmember Hughes – aye
14 Councilmember Randall - aye
15 Councilmember Bowcutt – aye
16 Councilmember Arial – aye
17 Councilmember Baca – aye
18

19 The vote was unanimous and the motion carried.
20

21 **AMEND CERTAIN FEES FOR VARIOUS SERVICES AND RECREATIONAL**
22 **ACTIVITIES/RESOLUTION:**

23 **Consider approval of a resolution amending and adopting certain fees**
24 **for various services and recreational activities.**
25

26 City Manager Gary Esplin presented the list of all the fees the city charges.
27

28 **MOTION:** A motion was made by Councilmember Randall to amend and adopting
29 the recreational fees as presented.

30 **SECOND:** The motion was seconded by Councilmember Bowcutt.
31

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

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

40 The vote was unanimous and the motion carried.
41

42 **ORDINANCE PROHIBITING FIREWORKS IN DESIGNATED AREAS OF THE**
43 **CITY:**
44

45 City Manager Gary Esplin explained that this is an ordinance prohibiting fireworks in
46 designated areas of the City, and the City has done similar orders in the past several
47 years. An updated ordinance needs to be approved by the City Council each year.
48 This order prohibits fireworks in areas of the City that present extra fire hazards such
49 as dry washes, hillsides, etc.

5 **MOTION:** A motion was made by Councilmember Hughes to approve the
6 Ordinance prohibiting fireworks in designated areas of the City.

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

8 **VOTE:** Mayor Pike called for a roll call vote, as follows:
9

10 Councilmember Hughes – aye
11 Councilmember Randall - aye
12 Councilmember Bowcutt – aye
13 Councilmember Arial – aye
14 Councilmember Baca – aye
15

16 The vote was unanimous and the motion carried.
17

18 **DAYTIME WATER RESTRICTION**
19

20 Conservation Specialist Rene Fleming explained that this request is to prohibit
21 outdoor watering between the hours of 8:00 am and 8:00 pm. This applies to those
22 that water using culinary (drinking) water. This is to reduce the amount of water
23 lost to evaporation when irrigation is done during the heat of the day. This does not
24 apply to those residents using irrigation quality water, as the irrigation system
25 production and storage capacity is limited and not all large irrigation customers
26 would be able to complete watering in a 12 hour period. It is a more efficient use of
27 water resources to allow those using irrigation quality resources to water as water is
28 available.
29

30 Councilmember Hughes asked if this has been effective in the past at deterring
31 people from using culinary water during the daylight hours.
32

33 Ms. Fleming stated that it has been effective because it increases public awareness
34 and provides a method to be able to bring attention to those who disregard the
35 restriction.
36

37 **MOTION:** A motion was made by Councilmember Randall to implement day time
38 watering restrictions to prohibit all outdoor watering with culinary
39 water between the hours of 8:00 am and 8:00 pm.

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

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

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

49 The vote was unanimous and the motion carried.

5 **CLASS A BEER LICENSE AND PROXIMITY VARIANCE:**

6 **Consider approval of a Class A Beer License and proximity variance for a KB**
7 **Express proposed west of Brigham Road and north of Desert Hills Drive. KB**
8 **Express, applicant.**
9

10 City Manager Gary Esplin explained that the applicant still needed to put in for a
11 zone change, but would like to know the decision of the Council now before they go
12 through that process if a beer license and proximity variance would be awarded.
13

14 City Treasurer Laura Woolsey stated that Stacey Bettridge, the owner of KB Express
15 is requesting approval of a Class A beer license and a proximity variance to the
16 Desert Hills Seminary and the Desert Hills Middle School as the City code does not
17 allow any establishment vending alcohol to be within 600 feet of a school or church.
18 She explained that this is 248 feet from Desert Hills Seminary which is 352 feet too
19 close.
20

21 Councilmember Hughes asked if this kind of proximity variance has been done
22 before. City Manager Gary Esplin stated that yes, there have been variances made
23 in the past, but it has been a while.
24

25 Councilmembers discussed the issue of distance to the nearby school and seminary
26 building and the feedback from both.
27

28 Councilmember Baca mentioned that he had spoken with the principal at Desert Hills
29 High School and his biggest concern with traffic.
30

31 Councilmember Bowcutt stated that the issue of selling beer at a convenience store
32 is not the main concern, because that alone would not necessarily cause increased
33 traffic to the location.
34

35 **MOTION:** A motion was made by Councilmember Arial to approve the request for
36 a Class A Beer License and proximity variance for KB Express,
37 contingent on obtaining a certificate of occupancy and the required
38 zone change for the project.

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

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

42 Councilmember Hughes – aye
43 Councilmember Randall - aye
44 Councilmember Bowcutt – aye
45 Councilmember Arial – aye
46 Councilmember Baca – aye
47

48 The vote was unanimous and the motion carried.
49

50 **LEASE AGREEMENT:**

51 **Consider approval of a ten (10) year lease for the Chamber of Commerce to**
52 **lease City owned property at 136 North 100 East. Gregg McArthur,**
53 **applicant.**

5 City Manager Gary Esplin explained that this is a ten year lease of the City-owned
6 property at 130 North 100 East. The Chamber is ready to renovate the building
7 interior, adding meeting space and badly needed updates. He explained that the
8 City will be given the right to use the renovated meeting space and equipment for
9 City meetings. The lease will be for a nominal amount, as with the old courthouse,
10 because the Chamber would be doing roughly \$275,000 in improvements to the
11 building. He also mentioned that the Welcome Center would continue to operate
12 there.
13

14 **MOTION:** A motion was made by Councilmember Randall to approve a ten (10)
15 year lease agreement with the Chamber of Commerce to lease City
16 owned property at 136 North 100 East.

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

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

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

26 The vote was unanimous and the motion carried.
27

28 Mayor Pike then called for a 5 minute recess.
29

30 **SET PUBLIC HEARING:**

31 **Council to set a public hearing to consider a zone change on 8.16 acres from**
32 **R-1-12 to RE-20 located southwest of Seegmiller Drive and east of Little**
33 **Valley Road.**
34

35 **MOTION:** A motion was made by Councilmember Bowcutt to set the Public
36 Hearing for July 7, 2016 as requested.

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

38 **VOTE:** Mayor Pike called for a vote, as follows:
39

40 Councilmember Hughes – aye
41 Councilmember Randall - aye
42 Councilmember Bowcutt – aye
43 Councilmember Arial – aye
44 Councilmember Baca – aye
45

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

5 **FINAL PLAT:**

6 **Consider approval of a sixteen (16) lot residential final plat subdivision for**
7 **"The Reserve at River Hollow Phase 1." Located at approximately 2780 East**
8 **and 1200 South. The property is zoned RE-20 (Residential Estate 20,000 sq.**
9 **ft. minimum lot size). The representative is Mr. Brandon Anderson,**
10 **Rosenberg Associates. Case No. 2016-FP-014.**
11

12 Planning and Zoning Manager John Willis presented the final plat for The Reserve at
13 River Hollow Phase 1 to Councilmembers for approval. Planning Commission has
14 recommended approval with the following conditions: no access to 2780 East Street;
15 two (2) agreements are required to be reviewed and approved by the City Attorney's
16 Office prior to Final Plat recording.
17

18 **MOTION:** A motion was made by Councilmember Randall to approve the Final
19 Plat for "The Reserve at River Hollow Phase 1" as presented.

20 **SECOND:** The motion was seconded by Councilmember Baca.

21 **VOTE:** Mayor Pike called for a vote, as follows:
22

23 Councilmember Hughes – aye
24 Councilmember Randall - aye
25 Councilmember Bowcutt – aye
26 Councilmember Arial – aye
27 Councilmember Baca – aye
28

29 The vote was unanimous and the motion carried.
30

31 **FINAL PLAT:**

32 **Consider approval of a twenty-two (22) lot residential Final Plat subdivision**
33 **for "SunRiver Phase 42." Located at approximately 5200 South and 1800**
34 **West (off Grapevine Drive). The property is zoned PD-R (Planned**
35 **Development Residential). Case No. 2014-FP-001**
36

37 Planning and Zoning Manager John Willis presented the final plat as presented in the
38 Council packet.
39

40 **MOTION:** A motion was made by Councilmember Hughes to approve the Final
41 Plat for SunRiver Phase 42 as presented.

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

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

45 Councilmember Hughes – aye
46 Councilmember Randall - aye
47 Councilmember Bowcutt – aye
48 Councilmember Arial – aye
49 Councilmember Baca – aye

5 The vote was unanimous and the motion carried.
6

7 **FINAL PLAT:**

8 **Consider approval of a five (5) lot residential Final Plat subdivision for**
9 **"SunRiver Phase 43A". Located at approximately 5100 South and 1600**
10 **West (off English Ivy Drive). The property is zoned PD-R (Planned**
11 **Development Residential). Case No. 2016-FP-018.**
12

13 Planning and Zoning Manager John Willis presented the final plat as presented in the
14 Council packet.
15

16 **MOTION:** A motion was made by Councilmember Randall to approve the Final
17 Plat for SunRiver Phase 43A as presented.

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

19 **VOTE:** Mayor Pike called for a vote, as follows:
20

21 Councilmember Hughes – aye
22 Councilmember Randall - aye
23 Councilmember Bowcutt – aye
24 Councilmember Arial – aye
25 Councilmember Baca – aye
26

27 The vote was unanimous and the motion carried.
28

29 **FINAL PLAT:**

30 **Consider approval of a fourteen (14) lot residential Final Plat for "SunRiver**
31 **Phase 43B" Located at approximately 5200 South and 1600 West (off**
32 **English Ivy Drive and Grapevine Drive). The property is zoned PD-R**
33 **(Planned Development Residential). The representative is Mr. Brandon**
34 **Anderson, Rosenberg Associates. Case No. 2016-FP-019.**
35

36 Planning and Zoning Manager John Willis presented the final plat as presented in the
37 Council packet.
38

39 **MOTION:** A motion was made by Councilmember Hughes to approve the Final
40 Plat for SunRiver Phase 43B as presented.

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

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

44 Councilmember Hughes – aye
45 Councilmember Randall - aye
46 Councilmember Bowcutt – aye
47 Councilmember Arial – aye
48 Councilmember Baca – aye
49

50 The vote was unanimous and the motion carried.

5 **PRELIMINARY PLAT**

6 **Consider approval of a preliminary plat for a fifty-five (55) lot preliminary**
7 **plat for "Desert Valley at Desert Canyons". The subdivision would be**
8 **located in the Desert Canyons development south of Desert Canyons**
9 **Parkway and east of Rimrunner Road. The property is zoned R-1-10 (Single**
10 **Family Residential 10,000 sq. ft. minimum lot size). Case No. 2016-PP-017.**

11
12 Planning and Zoning Manager John Willis presented the final plat as presented in the
13 Council packet. Lot size averaging, circular driveways, future park subject to change,
14 open space dedication.

15
16 **MOTION:** A motion was made by Councilmember Hughes to approve the
17 preliminary plat for Desert Valley and Desert Canyons with the
18 conditions as outlined by the Planning Commission.

19 **SECOND:** The motion was seconded by Councilmember Arial
20 **VOTE:** Mayor Pike called for a vote, as follows:

21
22 Councilmember Hughes – aye
23 Councilmember Randall - aye
24 Councilmember Bowcutt – aye
25 Councilmember Arial – aye
26 Councilmember Baca – aye
27

28 The vote was unanimous and the motion carried.

29
30 **MEMORANDUM OF UNDERSTANDING:**

31 **Consider approval of the Friends of Switch Point Memorandum of**
32 **Understanding.**

33
34 City Manager Gary Esplin stated that this MOU would allow the Friends of
35 SwitchPoint, a private nonprofit 501(c)(3) entity, to lease the building at a nominal
36 rate and to operate the daily functions of the facility. It also identifies the roles of
37 both the City and the Friends of SwitchPoint in relation to the operations of the
38 facility.
39

40 City Attorney Shawn Guzman explained that this MOU also allows the City to appoint
41 two (2) members of the Friends of SwitchPoint Board. He explained that the City still
42 needs to finalize the lease for the building, and the Friends of SwitchPoint's attorney
43 is drafting an operational agreement.
44

45 Mayor Pike mentioned that this agreement makes sure that both the City and the
46 citizens are protected from liability, and the signing of this MOU would help the
47 Friends of SwitchPoint move forward with applying for grants and other funding
48 options.
49
50

5 Councilmember Baca also mentioned the benefits to the City in participating in this
6 MOU.
7

8 **MOTION:** A motion was made by Councilmember Randall to approve the Friends
9 of SwitchPoint Memorandum of Understanding as presented.

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

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

13 Councilmember Hughes – aye
14 Councilmember Randall - aye
15 Councilmember Bowcutt – aye
16 Councilmember Arial – aye
17 Councilmember Baca – aye
18

19 The vote was unanimous and the motion carried.
20

21 City Attorney Guzman also mentioned that there is a provision in the MOU that those
22 persons brought to or referred to that facility by City staff, namely the Police
23 Department, get first priority in exchange for leasing this building at a nominal rate.
24

25 **INTERLOCAL AGREEMENT:**

26 **Consider approval of an interlocal agreement between the City of St. George**
27 **and Washington County for participating construction costs of the Pioneer**
28 **Park Storm Water Detention Basin. Washington County, applicant.**
29

30 City Manager Gary Esplin mentioned that this should be subject to legal approval, as
31 all the terms of the agreement have not been reviewed.
32

33 City Manager Gary Esplin stated that the Federal government through the NRCS has
34 approved funds (\$930,600) for the design and construction of the detention basin
35 near Pioneer Park to help with the drainage issues from the Red Hill. The local
36 agency is to provide 25% of construction cost of the project. NRCS pays for 100% of
37 the design and 75% of the construction cost. The County will administer the project
38 through a separate agreement with the NRCS. It is estimated that the City's
39 maximum participation cost would be \$232,650.
40

41 Mayor Pike stated that this agreement makes lots of sense, help issues with drainage
42 coming down the hill
43

44 **MOTION:** A motion was made by Councilmember Randall to approve the
45 interlocal agreement between the City of St. George and Washington
46 County for participating in construction costs of the Pioneer Park Storm
47 Water Detention Basin as presented, subject to legal approval.

48 **SECOND:** The motion was seconded by Councilmember Baca.

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

1 St. George City Council Minutes
2 June 16, 2016
3 Page Eighteen
4

5 Councilmember Hughes – aye
6 Councilmember Randall - aye
7 Councilmember Bowcutt – aye
8 Councilmember Arial – aye
9 Councilmember Baca – aye
10

11 The vote was unanimous and the motion carried.
12

13 **ADJOURN:**

14 **MOTION:** A motion was made by Councilmember Arial to adjourn from City
15 Council.

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

17 **VOTE:** Mayor Pike called for a vote, as follows:
18

19 Councilmember Hughes – aye
20 Councilmember Randall - aye
21 Councilmember Bowcutt – aye
22 Councilmember Arial – aye
23 Councilmember Baca – aye
24

25 The vote was unanimous and the motion carried.
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Annette Hansen, Deputy City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JUNE 30, 2016, 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM**

PRESENT:

**Mayor Jon Pike
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Attorney Shawn Guzman
City Manager Gary Esplin
Deputy City Recorder Annette Hansen**

EXCUSED:

Councilmember Jimmie Hughes

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance was led by Jerry Campbell and the invocation was offered by President Gil Almquist with the Bloomington Hills Stake.

Mayor Pike complimented all who ran for office in the recent primary election. He commented that everyone lead a clean and respectful campaign, and mentioned the upcoming General Elections in November.

AOPC President Jerry Campbell addressed the Council and commented that the AOPC (Association Of PUD's and Condominiums) is closing its doors. He mentioned that they will remain in business until the end of the year, but they will no longer be holding seminars, luncheons or meet the candidate's nights. He wished to thank the Councilmembers for their support throughout the past 15 years.

Mayor Pike thanked Mr. Campbell and expressed his appreciation for his hard work and great working relationship established.

PRESENTATION FROM VICTIM SERVICES

Alyssa Urzi with Victims Services addressed the Council and gave them an update of the happenings within their department. She presented the number of cases they helped with in 2015, explaining that they help victims of domestic abuse as well as victims of other crimes. She explained that they also help victims with getting protective orders.

Councilmember Randall explained that she had a family member with personal experience with utilizing the Victims Advocate services and she commented on how helpful they were in helping this family member to feel secure and supported. She thanked them for their professionalism and assistance with those who are going through stressful and sometimes scary times.

5 **APPOINTMENTS:**

6 Councilmember Arial mentioned that there was a need to appoint a new member to
7 the St. George Art Commission. She stated that the goal is to have as many areas of
8 the arts covered by a member of the board. She recommended Sherilyn Davis as a
9 representative of dance to serve on the board.

10
11 **MOTION:** A motion was made by Councilmember Bowcutt to appoint
12 Sherilyn Davis to serve on the St. George Art Commission Board.

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

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

15
16 Councilmember Randall - aye
17 Councilmember Bowcutt - aye
18 Councilmember Arial - aye
19 Councilmember Baca - aye
20

21 The vote was unanimous and the motion carried.
22

23 **PUBLIC HEARING/AMEND FISCAL YEAR 2015-2016 BUDGET/RESOLUTION:**

24 **Public hearing to consider amendments to the Fiscal Year 2015-2016**

25 **Budget.**

26 City Manager Gary Esplin outlined the proposed amendments to the Fiscal Year 2015-
27 2016 Budget as follows: 1) to increase the CDBG Budget for recently approved
28 programs and projects including funding of SwitchPoint remodeling costs not eligible
29 for grant reimbursement, consultant fees, and additional administration fees. Also to
30 increase the revenues budget for repayments of Down Payment Assistance loans
31 above the amount budgeted; 2) to increase the Equipment budget for the office
32 equipment purchases mostly funded through re-allocating other budgets within the
33 same fund; and 3) to adjust the MBA Fund principal payment budget on the MBA
34 1998 Lease bond to the actual amount paid.
35

36 Mayor Pike opened the meeting to public hearing. Hearing no comments, he closed
37 the public hearing.
38

39 **MOTION:** A motion was made by Councilmember Baca to approve a resolution to
40 amend the Fiscal Year 2015-2016 budget.

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

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

43
44 Councilmember Randall - aye
45 Councilmember Bowcutt - aye
46 Councilmember Arial - aye
47 Councilmember Baca - aye
48

49 The vote was unanimous and the motion carried.
50

51 **ENERGY SERVICES:**

52 **Consider ratification of natural gas purchases for May to September, 2024**
53 **and May to September, 2025 for Energy Services Department.**

54 Energy Services Director Laurie Mangum addressed the Council. She stated that as
55 part of their program for Energy Services, they try to procure resources out for

5 several years in advance. She stated that in the past, Councilmembers have allowed
6 for digression when staff find a good deal on a resource to procure it for the future.
7 She stated that natural gas prices are at a low rate right now, and would like the
8 Council to consider the ratification of these natural gas purchases for May to
9 September 2024 and May to September, 2025. She mentioned that this is a great
10 price and will help the City with power production, especially in the summer months
11 when demand is high, helping to keep the power rates stable. She also presented the
12 Council with information on solar power workshops they would be holding in July and
13 August to provide the general public with information and advantages of installing
14 solar PV on their homes, as well as reviewing the City's renewable net metering
15 program.
16

17 Mayor Pike thanked Ms. Mangum for her hard work and efforts in helping to keep the
18 City's power running smoothly.
19

20 City Manager Gary Esplin mentioned an incident that happened a few weeks back
21 where a delivery truck hit a power line and took down 7 power poles. He commended
22 Ms. Mangum for her professionalism and that of her staff in getting these repaired as
23 quickly as they did.
24

25 Mayor Pike also commended the power department as well as many other City staff
26 from all different divisions of the City, such as the Fire Department, Police, as well as
27 Streets and Maintenance in working together and helping around the clock to get
28 those replaced. He stated it was wonderful to see them all working together
29 efficiently and praised them for their hard work.
30

31 **MOTION:** A motion was made by Councilmember Randall to approve the
32 ratification of natural gas purchases for May to September, 2024 and
33 May to September, 2025 for the Energy Services Department.

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

35 **VOTE:** Mayor Pike called for a vote, as follows:
36

37 Councilmember Randall - aye
38 Councilmember Bowcutt - aye
39 Councilmember Arial - aye
40 Councilmember Baca - aye
41

42 The vote was unanimous and the motion carried.
43

44 **AWARD OF BID:**

45 **Consider award of bid for four (4) buses for SunTran.**

46 Support Services Director Marc Mortensen addressed the Council and explained that
47 this is a notice with intent to award a bid for four (4) SunTran busses for purchase in
48 2018. He explained that they are two years out to build and deliver, so the City
49 needs to be on their manufacturing schedule in order to purchase them. He also
50 explained that with new federal regulations, the City is no longer able to piggyback on
51 other contracts. He mentioned that the Council would not be approving the contract,
52 as it has to go before the legal department first, but just approving the bid offer they
53 chose. He stated that prices for these in-demand busses goes up about every 6
54 months, so to lock in the price now makes financial common sense. He also
55 mentioned that by the time these busses will be ready for delivery to the City, the
56 current busses will have over 200,000 miles on them. After much research he

5 recommended that the bid be awarded to Gillig LLC for the amount of \$1,647,462.00,
6 although the City would only be required to pay 20% of this up front to secure the
7 manufacturing.

8
9 Councilmembers discussed the recently passed transportation tax as well as funding
10 and budgeting options for the busses.

11
12 **MOTION:** A motion was made by Councilmember Baca to accept the proposal
13 from Gillig for the contract for four (4) buses as presented.

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

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

17 Councilmember Randall - aye
18 Councilmember Bowcutt – aye
19 Councilmember Arial – aye
20 Councilmember Baca – aye
21

22 The vote was unanimous and the motion carried.
23

24 **PRESENTATION:**

25 **Presentation from consultant Thomas Wittmann from Nelson Nygaard** 26 **Consulting Associates regarding route plans for SunTran.**

27 Public Works Director Cameron Cutler addressed the Council and stated that Nelson
28 Nygaard Consulting Associates has just completed a study on the best, most efficient
29 route plans for the SunTran bus system. He then introduced Thomas Wittmann to the
30 Council to present his findings.
31

32 Mr. Wittmann addressed the Council and presented a PowerPoint that included the
33 following topics: Goals, Timeline, System wide Boarding, Transit Propensity, Existing
34 Service Strengths and Challenges, Community Engagement, Scenarios Presented to
35 the Community, Preferred Scenario and Alternative, and Vision for Expansion.
36

37 Councilmembers discussed issues with Mr. Wittmann such as cost and need for
38 Sunday service, service to locations outside of City limits, effects of route changes on
39 citizens, and funding options.
40

41 City Manager Gary Esplin stated that Cameron and Fred would continue to refine the
42 numbers and come back with a presentation for the Council to discuss and address in
43 the future.
44

45 Mayor Pike thanked Mr. Wittmann for the presentation and stated that this was very
46 useful information for the Council in making future decisions regarding the SunTran
47 bus schedule and routes.
48

49 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

50 Councilmember Arial reported on the Arts Commission meeting and the arts
51 conference they have planned to be held in September to discuss issues such
52 as grant writing and business development. She also mentioned that there

5 are now 6 different groups in residence at the Electric Theater and was
6 pleased with the progress of the different arts within the community.
7

8 Councilmember Bowcutt reported that the Planning Commission is still in need
9 of another member. He also mentioned that the Red Hills Clubhouse
10 regrouping committee met, and they are in the process of getting cost figures
11 and will come back to Council when planning is more complete.
12

13 Councilmember Baca reported that Dr. Liz at the Dinosaur Museum has
14 resigned and will be greatly missed. He stated that attendance and sales
15 there have been improving. He also mentioned issues they are having with
16 the new construction and groundwork going on with Smith's and the proximity
17 to some of the large boulders at the Museum.
18

19 Councilmember Randall stated that her boards did not meet in the month, but
20 mentioned that she did have a complaint brought to her attention that needs
21 to be addressed regarding the semi-trucks parked on the frontage road by the
22 Pilot Truck Stop in the Bloomington area. She stated that she personally
23 observed the debris and traffic disorder that has been created there by the
24 semi-trucks.

25 Council discussed different solutions to the problem and agreed that there
26 needed to be some changes made there to deter the mess it has become.
27

28 Mayor Pike reported that the County is undecided as to put the transportation
29 tax issue on the upcoming election ballot or not. He stated that he needed to
30 discuss the issues with County Commissioners promptly to help get this issue
31 resolved. He also mentioned legislative changes in gas tax allocation of funds
32 and the recent decision made would cause the City to lose approximately
33 \$400,000 a year.
34

35 **CLOSED SESSION:**

36 **Adjourn to a closed session to discuss property purchases and potential**
37 **litigation.**

38
39 **MOTION:** A motion was made by Councilmember Arial to move into closed
40 session to discuss possible property purchases as well as potential
41 litigation.

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

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

45 Councilmember Randall - aye
46 Councilmember Bowcutt - aye
47 Councilmember Arial - aye
48 Councilmember Baca - aye
49

50 The vote was unanimous and the motion carried.
51
52

5 **ADJOURN:**

6 **MOTION:** A motion was made by Councilmember Baca to adjourn the closed
7 session and regular Council Meeting.

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

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

10
11 Councilmember Randall - aye
12 Councilmember Bowcutt - aye
13 Councilmember Arial - aye
14 Councilmember Baca - aye
15

16 The vote was unanimous and the motion carried.
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Annette Hansen, Deputy City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JULY 7, 2016, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Attorney Shawn Guzman
City Manager Gary Esplin
City Recorder Christina Fernandez**

EXCUSED:

Councilmember Michele Randall

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Bowcutt and the invocation was offered by Father Adrian with the St. George Catholic Church.

Mayor Pike introduced Terri Kane, Chief Executive Officer of Dixie Regional Medical Center and Vice President of Intermountain Healthcare's Southwest Region and Steven Caplin, Governing Board Chair.

Mr. Caplin thanked the Council for supporting the appointment of City Attorney Shawn Guzman to serve as a trustee on the governing board. He then recognized Terri Draper, Director of Communications and Public Relations for Dixie Regional and the southwest region. He and Ms. Kane then presented the 2015 Statistics & Accomplishments for Dixie Regional Medical Center. Ms. Kane also provided an update on the new facilities that are currently being constructed.

Support Services Director Marc Mortensen presented a PowerPoint presentation covering the following topics: City of St. George - Identity and Brand Implementation; Common Issues City Logos; Common Strengths City Logos; Why New? Why Now?; Current Logo; Photo of the proposed City Seal; History to Now - Key Facts about St. George; Review Branding Platform; Possible Symbols; The Obvious Choice - Sun; The New Logo; What it Says; New Logos and Tagline; and Samples of Proposed Letterhead, Envelopes and Business Cards, Clothing, Logos on City Vehicles and Signs.

COMMENTS FROM THE PUBLIC:

There were no comments from the public.

FINANCIAL REPORT:

Consider approval of the May, 2016 financial report.

City Manager Gary Esplin advised this will be the final report for the fiscal year as the June report will be included in the CAFR. Things are still in good shape, revenues are

5 greater and expenditures are less than anticipated. Sales tax is up, property tax is
6 greater than projected and the golf courses have seen a 5% increase since last year.
7

8 **MOTION:** A motion was made by Councilmember Arial to approve the May, 2016
9 financial report.

10 **SECOND:** The motion was seconded by Councilmember Baca.

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

13 Councilmember Hughes – aye
14 Councilmember Bowcutt – aye
15 Councilmember Arial – aye
16 Councilmember Baca – aye
17

18 The vote was unanimous and the motion carried.
19

20 **PUBLIC HEARING/ZONE CHANGE/ORDINANCE:**

21 **Public hearing to consider a zone change on 8.16 acres generally located**
22 **southwest of Seegmiller Drive and east of Little Valley Road from R-1-12 to**
23 **RE-20. Development Solutions Group, applicant.**
24

25 Planning & Zoning Manager John Willis presented the request for a zone change from
26 R-1-12 to RE-20 on 8.16 acres generally located southwest of Seegmiller Drive and
27 east of Little Valley Road He presented a PowerPoint covering the following topics:
28 aerial map; general plan map; zoning map; zone change map (proposal); zone
29 change area. Planning Commission recommended approval.
30

31 Mayor Pike opened the public hearing. There being no comment, he closed the public
32 hearing.
33

34 **MOTION:** A motion was made by Councilmember Hughes to approve the zone
35 change from R-1-12 to RE-20.

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

37 **VOTE:** Mayor Pike called for a roll call vote, as follows:
38

39 Councilmember Hughes – aye
40 Councilmember Bowcutt – aye
41 Councilmember Arial – aye
42 Councilmember Baca – aye
43

44 The vote was unanimous and the motion carried.
45

46 **ORDINANCE/AMEND TITLE 3 CHAPTER 20 OF CITY CODE:**

47 **Consider approval of an ordinance amending Title 3 Chapter 20 of City code**
48 **to address transportation network services (TNCs) and to make the**
49 **requirements for taxi cabs more uniform with TNCs.**
50

51 Deputy City Attorney Paula Houston advised State law changed regards to setting
52 standards for transportation network services (TNCs). She outlined some of the
53 proposed changes to the taxi cab ordinance to address these changes and to adjust
54 the requirements for taxis so that those requirements are closer to the requirements

5 for the TNCs. TNC drivers and companies will not be required to obtain a City
6 business license; however, taxi drivers and companies will. This is because TNCs are
7 regulated by the State through the Department of Commerce. Complaints regarding
8 TNCs will be directed to the Department of Commerce as they will handle them.
9

10 City Attorney Shawn Guzman added that if a taxi driver would like to become a TNC
11 they can.
12

13 Deputy City Attorney Paula Houston explained the differences between operations for
14 TNCs and taxis.
15

16 City Attorney Shawn Guzman stated that the State relies on the TNC to ensure
17 background checks are being done; with taxis, they were being checked at the local
18 level.
19

20 Deputy City Attorney Paula Houston added that the proposed ordinance requires the
21 permit be renewed annually which includes a background check. She noted that
22 there were some clerical changes she made on the clean version for the Mayor's
23 signature.
24

25 **MOTION:** A motion was made by Councilmember Arial to approve the ordinance
26 amending Title 3 Chapter 20 of City Code to address transportation
27 network services (TNCs) and to make the requirements for taxi cabs
28 more uniform with TNCs.

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

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

32 Councilmember Hughes – aye
33 Councilmember Bowcutt – aye
34 Councilmember Arial – aye
35 Councilmember Baca – aye
36

37 The vote was unanimous and the motion carried.
38

39 **INTERLOCAL AGREEMENT WITH UTAH LOCAL GOVERNMENTS**

40 **TRUST/RESOLUTION:**

41 **Consider approval of a resolution approving an interlocal agreement**
42 **between the City and Utah Local Governments Trust for the provision**
43 **of insurance coverages.**
44

45 City Manager Gary Esplin, each year the City obtains proposals on insurance
46 coverages for liability, worker's compensation and such. A great proposal was
47 received from ULGT.
48

49 City Attorney Shawn Guzman outlined some of the changes. If the City
50 continues its workers compensation coverage with them, a \$50,000
51 reimbursement will be given to the City in October. Additionally, the City will
52 receive a 3-year rate guarantee with some conditions. Keeping a loss ratio at
53 30% or less over the next 3 years, the City will qualify for a \$100,000
54 reimbursement.

5 **MOTION:** A motion was made by Councilmember Baca to approve the interlocal
6 agreement between the City and Utah Local Governments Trust for the
7 provisions of insurance coverages.

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

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

10
11 Councilmember Hughes – aye
12 Councilmember Bowcutt – aye
13 Councilmember Arial – aye
14 Councilmember Baca – aye
15

16 The vote was unanimous and the motion carried.
17

18 **SET PUBLIC HEARINGS:**

19 Assistant Public Works Director Wes Jenkins advised at its meeting held on June 28,
20 2016, the Planning Commission recommended setting public hearings on July 21,
21 2016 to consider A) A zone change amendment to 1) approve a fifth zone change
22 amendment to the Atkinville Interchange Zone Plan to add/allow the use of truck
23 sales and service on Astragalus Drive in the PD-C zone in area 2.3 and 2) approve the
24 site plan layout and building design in the PD-C zone in area 2.3 for development of
25 the Kenworht site on a portion of 27.14 acres generally located in the vicinity of the
26 former Utah Travel Center located east of the I-15 Freeway in the Milepost 2
27 Interchange and within the Atkinville Master Plan area; and B) A request to change
28 the zone from RE-12.5 to C-2 on approximately 0.69 acres generally located on Red
29 Hills Parkway by 1900 East Street.
30

31 **MOTION:** A motion was made by Councilmember Hughes to set the public
32 hearings for July 21, 2016.

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

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

36 Councilmember Hughes – aye
37 Councilmember Bowcutt – aye
38 Councilmember Arial – aye
39 Councilmember Baca – aye
40

41 The vote was unanimous and the motion carried.
42

43 **FINAL PLAT AMENDMENT:**

44 Assistant Public Works Director Wes Jenkins presented the request to amend the final
45 plat for Kachina Cliffs Phase 2 – Entrada at Snow Canyon Amended. Property is
46 located at approximately 2110 West Magatsu Drive and is zoned Planned
47 Development Residential. The purpose of amending the final plat is to revise the
48 interior lot restrictions on the no build – no disturb lines shown on lots 40 and 41. He
49 showed the plat and outlined the proposed amendment.
50

51 **MOTION:** A motion was made by Councilmember Hughes to approve amending
52 the final plat for Kachina Cliffs Phase 2 – Entrada at Snow Canyon
53 Amended.

54 **SECOND:** The motion was seconded by Councilmember Baca.

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

6
7 Councilmember Hughes – aye
8 Councilmember Bowcutt – aye
9 Councilmember Arial – aye
10 Councilmember Baca – aye

11
12 The vote was unanimous and the motion carried.
13

14 **FINAL PLAT AMENDMENT:**

15 Assistant Public Works Director Wes Jenkins presented the request to amend the final
16 plat for Primrose Pointe Subdivision Phase 4 2nd Amended and Extended. Property is
17 located at approximately 1900 East and 200 South and is zoned R-1-10. The purpose
18 of amending the final plat is to make lot 42 larger. When built, the staff was built
19 larger than shown on the construction drawings and final plat. He showed the plat
20 and outlined the proposed amendment. Staff is going to ask the developer to
21 increase the no disturb area, so it may change on the final plat. Currently, the final
22 plat is recorded without a no disturb area.
23

24 **MOTION:** A motion was made by Councilmember Hughes to approve amending
25 the final plat for Primrose Pointe Subdivision Phase 4 2nd Amended and
26 Extended.

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

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

29
30 Councilmember Hughes – aye
31 Councilmember Bowcutt – aye
32 Councilmember Arial – aye
33 Councilmember Baca – aye
34

35 The vote was unanimous and the motion carried.
36

37 **FINAL PLAT:**

38 Assistant Public Works Director Wes Jenkins presented the final plat for Camadon
39 Subdivision Phase 1, a 3-lot residential subdivision located at approximately 1200
40 West 750 North Street; zoning is R-1-10. He showed and reviewed the final plat.
41

42 **MOTION:** A motion was made by Councilmember Arial to approve the final plat
43 for Camadon Subdivision Phase 1 located at approximately 1200 West
44 750 North Street.

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

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

47
48 Councilmember Hughes – aye
49 Councilmember Bowcutt – aye
50 Councilmember Arial – aye
51 Councilmember Baca – aye
52

53 The vote was unanimous and the motion carried.
54

5 **FINAL PLAT:**

6 Assistant Public Works Director Wes Jenkins presented the final plat for Hawthorne
7 Estates Phase 4 1, a 12-lot residential subdivision located at approximately 3100 East
8 and 3580 South; zoning is R-1-10. He showed and reviewed the final plat.
9

10 **MOTION:** A motion was made by Councilmember Hughes to approve the final plat
11 for Hawthorne Estates Phase 4.

12 **SECOND:** The motion was seconded by Councilmember Arial.
13

14 Councilmember Baca noted that tonight's final plats total approximately 124 lots in
15 the Little Valley area. He commented that the City is taking steps to see that there is
16 fire and public safety protection in that area.
17

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

20 Councilmember Hughes – aye
21 Councilmember Bowcutt – aye
22 Councilmember Arial – aye
23 Councilmember Baca – aye
24

25 The vote was unanimous and the motion carried.
26

27 **FINAL PLAT:**

28 Assistant Public Works Director Wes Jenkins presented the final plat for Maple Estates
29 Phase 1, 15-lot residential subdivision located at approximately 3100 East and 3580
30 South Street; zoning is R-1-10. He showed and reviewed the final plat.
31

32 **MOTION:** A motion was made by Councilmember Bowcutt to accept the final plat
33 for Maple Estates Phase 1.

34 **SECOND:** The motion was seconded by Councilmember Baca.
35

36 **VOTE:** Mayor Pike called for a vote, as follows:
37

38 Councilmember Hughes – aye
39 Councilmember Bowcutt – aye
40 Councilmember Arial – aye
41 Councilmember Baca – aye
42

43 The vote was unanimous and the motion carried.
44

45 **FINAL PLAT:**

46 Assistant Public Works Director Wes Jenkins presented the final plat for Oakwood
47 Estates Phase 4, a 9-lot residential subdivision located at approximately 3170 East
48 and 3100 South Street; zoning is R-1-10. He showed and reviewed the final plat.
49

50 **MOTION:** A motion was made by Councilmember Arial to approve the final plat
51 for Oakwood Estates Phase 4 located at approximately 3170 East and
52 3100 South Street.

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

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

5 Councilmember Hughes – aye
6 Councilmember Bowcutt – aye
7 Councilmember Arial – aye
8 Councilmember Baca – aye
9

10 The vote was unanimous and the motion carried.
11

12 **FINAL PLAT:**

13 Assistant Public Works Director Wes Jenkins presented the final plat for Redwood
14 Estates Phase 1 Subdivision, an 18-lot residential subdivision located east of 3210
15 East Street and south of 33230 South Street and north of Crimson Ridge Drive;
16 zoning is R-1-8. He showed and reviewed the final plat.
17

18 **MOTION:** A motion was made by Councilmember Hughes to approve the final plat
19 for Redwood Estates Phase 1 Subdivision.

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

21 **VOTE:** Mayor Pike called for a vote, as follows:
22

23 Councilmember Hughes – aye
24 Councilmember Bowcutt – aye
25 Councilmember Arial – aye
26 Councilmember Baca – aye
27

28 The vote was unanimous and the motion carried.
29

30 **PRELIMINARY PLAT:**

31 Assistant Public Works Director Wes Jenkins presented the preliminary plat for The
32 Arbors Phases 1-5, a 70-lot residential subdivision located between Little Valley Road
33 and 3000 East at the northeast corner of the intersection of Little Valley Road and
34 Horseman Park Drive; zoning is R-1-12. He showed and reviewed the preliminary
35 plat. The developer is proposing double fronting lots along Little Valley Road and
36 3000 East which will require a 10' landscape strip and a 6' high privacy wall. There is
37 an equestrian trail shown on the master plan going north to Seegmiller Drive, the
38 developer is proposing to reroute the trail north on Little Valley Road to Seegmiller
39 Drive; the Parks Department felt it was acceptable. Dixie Power owns the south 30'
40 of the Seegmiller property; staff has been working with them to get the storm drain
41 line extended.
42

43 **MOTION:** A motion was made by Councilmember Baca to approve the preliminary
44 plat for The Arbors Phases 1-5 located between Little Valley Road and
45 3000 East at the northeast corner of the intersection of Little Valley
46 Road and Horseman Park Drive.

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

48 **VOTE:** Mayor Pike called for a vote, as follows:
49

50 Councilmember Hughes – aye
51 Councilmember Bowcutt – aye
52

5 Councilmember Arial – aye
6 Councilmember Baca – aye
7

8 The vote was unanimous and the motion carried.
9

10 Assistant Public Works Director Wes Jenkins showed the proposal to purchase a
11 portion of property to align Horseman Park Dr. The owner has been agreeable, but
12 would like to access to the left of his driveway.
13

14 **GRANT APPLICATION:**

15 **Consider approval of a grant application through the Utah Department of**
16 **Transportation for counting software and equipment at the airport for**
17 **aircraft operations.**
18

19 City Manager Gary Esplin advised the application is for a small grant from UDOT for a
20 computer program that tracks and counts takeoffs and landings at the airport as well
21 as aircraft transmissions for such. The grant will pay 90% leaving the City to pay
22 10%.
23

24 **MOTION:** A motion was made by Councilmember Arial to approve the grant
25 application through the Utah Department of Transportation for counting
26 software and equipment at the airport for aircraft operations.

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

28 **VOTE:** Mayor Pike called for a vote, as follows:
29

30 Councilmember Hughes – aye
31 Councilmember Bowcutt – aye
32 Councilmember Arial – aye
33 Councilmember Baca – aye
34

35 The vote was unanimous and the motion carried.
36

37 City Manager Gary Esplin mentioned that the financial report shows the projected
38 revenues through May approaching \$1 million at the airport.
39

40 **AGREEMENT FOR TRANSPORTATION NETWORK SERVICES AT THE AIRPORT:**

41 **Consider approval of an agreement with Raiser for transportation network**
42 **services at the airport.**
43

44 City Manager Gary Esplin explained this agreement allows Uber operators to provide
45 services at the airport.
46

47 City Attorney Shawn Guzman advises taxis are charged \$500 per year – they receive
48 a reserved spot near baggage claim to pick up passengers. With Uber, they will be
49 charged \$1 per trip for 1-4 passengers, 5-9 passengers will be \$1.50 per trip. The
50 fees and contract were based upon those of Salt Lake City.
51
52

5 A discussion took place regarding what Uber operators are allowed and not allowed to
6 do and how Uber works. Staff will be watching to see that operators adhere to the
7 rules. Uber operators will not be allowed to solicit customers at the airport.
8

9 **MOTION:** A motion was made by Councilmember Arial to approve the agreement
10 with Raiser for transportation network services at the airport.

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

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

14 Councilmember Hughes – aye
15 Councilmember Bowcutt – aye
16 Councilmember Arial – aye
17 Councilmember Baca – aye
18

19 The vote was unanimous and the motion carried.
20

21 **SALE OF CITY PROPERTY:**

22 **Consider the sale of City property to Bracken Investments, LC located off
23 Riverside Drive.**
24

25 City Manager Gary Esplin explained property is located off Riverside Drive, near
26 Riverside Apartments. The value is \$6 per sq. ft. The buyer will be given a \$10,000
27 credit on the sale price to install landscaping along the trail. The total sale price will
28 be \$43,032.
29

30 City Attorney Shawn Guzman commented that staff is waiting for the buyer to get
31 access to an easement for access to the parcel through the commercial center. The
32 sale will not close until they have that independent access.
33

34 **MOTION:** A motion was made by Councilmember Arial to accept the purchase of
35 approximately 0.17 acres of City property approximate to AAA Disaster
36 Services in the amount of \$43,032, conditioned on the applicant
37 obtaining perpetual right to access Riverside Drive through the
38 adjacent commercial property.

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

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

42 Councilmember Hughes – aye
43 Councilmember Bowcutt – aye
44 Councilmember Arial – aye
45 Councilmember Baca – aye
46

47 The vote was unanimous and the motion carried.
48

49 **MINUTES:**

50 **Consider approval of the minutes from the meeting held on May 5, 2016.**

51 **Consider approval of the minutes from the meeting held on May 12, 2016.**

52 **Consider approval of the minutes from the meeting held on May 19, 2016.**
53
54

5 **Consider approval of the minutes from the meeting held on June 2, 2016.**
6

7 **MOTION:** A motion was made by Councilmember Arial to approve the minutes
8 from May 5, 2016, May 2, 2016, May 19, 2016 and June 2, 2016.

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

10 **VOTE:** Mayor Pike called for a vote, as follows:
11

12 Councilmember Hughes – aye
13 Councilmember Bowcutt – aye
14 Councilmember Arial – aye
15 Councilmember Baca – aye
16

17 The vote was unanimous and the motion carried.
18

19 **REPORTS FROM MAYOR, COUNCILMEMBERS AND CITY MANAGER:**

20 Although no reports were provided, the Council discussed the 4th of July activities.
21

22 **ADJOURN:**

23 **MOTION:** A motion was made by Councilmember Baca to adjourn.

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

25 **VOTE:** Mayor Pike called for a vote, as follows:
26

27 Councilmember Hughes – aye
28 Councilmember Bowcutt – aye
29 Councilmember Arial – aye
30 Councilmember Baca – aye
31

32 The vote was unanimous and the motion carried.
33
34
35
36
37
38

39 _____
40 Christina Fernandez, City Recorder