NOTICE OF REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, April 4, 2019 commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Comments from the public.

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any topic. To be considerate of everyone at this meeting, public comment will be limited to three minutes per person. Participants are to state their names for the record. Comments, which cannot be made within these limits, should be submitted in writing to the City Recorder at christina.fernandez@sgcity.org.

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

Comments pertaining to an agenda item that includes a public hearing or public input should be given as that item is being discussed during the meeting.

2. Consent Calendar.

a. Consider approval of a Purchase and Sale Agreement with Dominion Energy.

BACKGROUND and RECOMMENDATION: This agreement is for the sale of an 1.69 acre easement to Questar Gas Company (aka Dominion Energy) located south or Red Cliffs Drive near Middleton Wash for the amount of $6,647. Staff recommends approval.

b. Consider approval of a property purchase from Sunroc Corporation

BACKGROUND and RECOMMENDATION: This purchase is for 1.054 acres of property located between Fieldstone Estates Ph 5 & 6 and the Ft. Pearce Wash to facilitate the extension of Quarry Ridge Drive (future) and erosion protection.

Staff recommends approval.

c. Consider approval of the financial report for February, 2019.

BACKGROUND and RECOMMENDATION: As of February 28, 2019, the City has completed eight (8) months or 66.67% of the fiscal year. In relation to that, the General Fund revenues are at 66.21%. General Sales tax continues to perform well as new construction related revenues. The General Fund expenditures are at 56.73% of the budget year-to-date. Overall departments are doing well to stay within their year-to-date budgets. Those departments that may be slightly over budget are due to large equipment purchases or seasonal programs. Staff recommends approval.

d. Consider approval of an agreement between the City of St. George and Convergint Technologies to replace the security cameras at the Sand Hollow Aquatic Center.

BACKGROUND AND RECOMMENDATION: Agreement between the city and Convergint Technologies to replace the security cameras at the Sand Hollow Aquatic Center. This will improve resiliency, resolution, and video quality. The old security system is an analog camera system, this will replace them with digital security cameras for added functionality. Staff recommends approval.

e. Consider approval of a Landscape Maintenance Agreement with UDOT for the Bluff Street / Sunset intersection area.

BACKGROUND AND RECOMMENDATION: As part of the Bluff Street improvement project the City and UDOT desired pedestrian and landscaping improvements. This required that the City of St. George would agree to maintain the improvements. Staff recommends approval.

f. Consider approval of an agreement with Harmony Public Involvement for Airport Closure Public Relations.

BACKGROUND AND RECOMMENDATION: The city desires services to be performed by consultant that include: frequent email updates to community members and stakeholders, mayor and city council, creation of runway project logo, creation of retractable banners and stands, development of stakeholder database, creation of tri-fold to hand out at Neighborhood Open Houses and Chamber of Commerce luncheon, creation of project specific Facebook page, photos of construction in progress and final report of PR efforts and successes. Staff recommends approval.

g. Consider award of a bid to Geneva Rock Products for the Micro Surfacing Project.

BACKGROUND AND RECOMMENDATION: Micro-surfacing is a slurry seal type material that has advanced additives that make it more durable and suitable

for higher traffic streets. Two formal bids were received. Staff recommends approval.

3. **Consider amending an existing development agreement recorded against two (2) unplatted lots along 1400 East, south of Tamarack Ridge Estates Phase 4 and north of Painted Desert Estates Phase 9.**

BACKGROUND AND RECOMMENDATION: In 2005 a development agreement was recorded against two (2) lots: parcel SG-5-3-5-2306 and SG-5-3-5-23031 to restrict the buildable pad on each lot. The applicant is requesting to amend the "Exhibit B" which illustrates the buildable pad areas. Said lots are south of Tamarack Ridge Estates Phase 4, north of Painted Desert Estates Phase 9 and east of the Bloomington Hills Golf Course. Staff recommends approval.

4. **Consider approval of an ordinance amending and enacting Title 9, Chapter 14, Section 2, 3.A., 7.B.2-5. and 8.C-E, of City code pertaining to Stormwater Management.**

BACKGROUND AND RECOMMENDATION: The federal government has established criteria for control of the introduction of pollutants into local municipal storm sewer systems and has mandated that each municipality adopt regulations to require compliance from pre-construction operations and for the long-term maintenance of post construction Storm Water Facilities. Staff recommends approval.

5. **Consider approval of an ordinance enacting a fee schedule for civil penalties for stormwater deficiencies.**

BACKGROUND AND RECOMMENDATION: The federal government has mandated that each municipality adopt regulations to require compliance from construction operations and for the long-term maintenance of post construction Stormwater Facilities. this ordinance well enact a fee schedule for deficiencies. Staff recommends approval.

6. **Consider approval of a final plat for the 1140 South Street Church Subdivision.**

BACKGROUND AND RECOMMENDATION: This the final subdivision plat for 1140 South Street Church Subdivision, a 1-lot subdivision located at 1140 South Street and 3210 East Street; zoning is A-1 (Agricultural 40,000 SQ/FT minimum lot size). Planning Commission recommends approval.

7. **Consider approval of a conditional use permit to allow construction of an approximate 21' high RV Garage on Lot 65 in the Red Butte Phase 4 subdivision located at 2588 South 2310 East.**

BACKGROUND AND RECOMMENDATION: Accessory structures are limited to 15' in height, unless a conditional use permit is granted for a greater height. This

structure's height would be approximately twenty-one feet to the midpoint of the roof (building height), thus necessitating the purpose of this conditional use permit request. Planning Commission recommends approval.

8. **Consider approval of a conditional use permit for a Historic District Bar Establishment in the Advenire Hotel located at the southwest corner of Main Street and St. George Boulevard.**

BACKGROUND AND RECOMMENDATION: This is a request for a CUP, in order to operate a bar establishment in the Advenire Hotel. This bar would be operated in the 'boutique' hotel currently under construction in the downtown "City View" mixed use development project. Planning Commission recommends approval.

9. **Consider approval of the final plat for Amira at Green Valley.**

BACKGROUND AND RECOMMENDATION: This is the final subdivision plat for Amira at Green Valley, a 47-unit residential condominium subdivision located at 1999 West Canyon View Drive; zoning is PD-R (Planed Development Residential 5,000 SQ/FT minimum lot size). Planning Commission recommends approval.

10. **Consider approval of the final plat for the Residences at Four Fifty.**

BACKGROUND AND RECOMMENDATION: This is the final subdivision plat for the Residences at Four Fifty, a 38-lot residential subdivision located at 450 North Street and 2720 East Street; zoning is PD-R (Planed Development Residential 5,000 SQ/FT minimum lot size). Planning Commission recommends approval.

11. **Consider approval of a roadway dedication plat for 750 North and 3050 East**

BACKGROUND AND RECOMMENDATION: This is a roadway dedication plat that for 750 North and 3050 East Street; zoning is M-1 (Manufacturing with no minimum or maximum lot size). Planning Commission recommends approval.

12. **Public Hearing and consideration of an ordinance for an amended final subdivision plat for Lot 34 & 35 in the Colony Park Subdivision Phase 2 by vacating the public utilities and drainage easement between said lots and to merge a portion of Lot 34 into Lot 35.**

BACKGROUND AND RECOMMENDATION: This request is to consider an Amended Final Subdivision Plat to merge a portion of Lot 34 into Lot 35, Colony Park Subdivision Phase 2 and vacate the public utilities and drainage easement located between said lots. This request has been approved by City staff and Joint Utilities Committee (JUC). This is located at 916 S. 800 E. Cir.; Zoning is R-1-10 (Single-Family Residential 10,000 SQ/FT minimum lot size). Planning Commission recommends approval.

13. **Appointments to Boards and Commissions of the City.**

14. **Reports from Mayor, Councilmembers, and City Manager.**

15. **Request a closed session to discuss litigation, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**

16. **Adjourn.**

Annette Hansen, Deputy City Recorder — Date: April 1, 2019

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.

DRAFT

Agenda Item Number : 2a

Request For Council Action

Date Submitted	03/29/2019 07:09 AM
Proposed City Council Date	04/04/2019
Applicant	Dominion Energy
Subject	Consider approval of a Purchase and Sale Agreement with Dominion Energy.
Background	This agreement is for the sale of an 1.69 acre easement to Questar Gas Company (aka Dominion Energy) located south or Red Cliffs Drive near Middleton Wash for the amount of $6,647.
Proposed Resolution	Recommend approval.
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Jay Sandberg
File Attachments	purchasesaleagmtquestargascompanydraft032919070942.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2019, (the "Effective Date"), by and between QUESTAR GAS COMPANY, its successors and assigns, a Utah corporation ("Buyer"), and CITY OF ST. GEORGE, a Utah municipal corporation ("Seller").

RECITALS

A. Seller is the owner of certain real Easement located in St. George, Washington County, State of Utah.

B. Buyer desires to purchase from Seller an easement over certain portion of the Seller's Easement, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Easement").

C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Easement.

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 Easement.

1.4. Funds – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

DRAFT

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 Conversation 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 Easement by Buyer and the sale of the Easement by Seller, all as contemplated by this Agreement.

2. EASEMENT. The Easement is described as an easement as set forth in Exhibit A. Easement does not include water rights or water shares. Water rights and water shares are specifically reserved for Seller.

3. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the 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 Easement shall be SIX THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS ($6,647).

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 _____, 2019, 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. A Public Utility Easement for the Easement in the form of Exhibit B attached hereto, fully executed and properly acknowledged by Seller; and

5.2.2. Such other funds, instruments and documents as may be reasonably requested by Buyer or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).

5.3. Buyer's Closing Deliveries. At or before the Closing, Buyer shall deliver to Seller:

5.3.1. The funds set forth in Section 3 of this Agreement; and

5.3.2. Such other funds, instruments and documents as may be reasonably requested by Seller or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

5.4. Prorations and Closing Costs.

5.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction. Closing costs shall be paid by Buyer. Buyer shall pay for the standard-coverage policy of title insurance insuring Buyer, if desired by Buyer.

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

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

5.4.4. Buyer agrees to be responsible for taxes, assessments, utilities, and other services provided to the Easement after Closing.

5.5. Documents. After Closing, Buyer shall record the documents referred to herein in the proper sequence.

5.6. Possession. Buyer shall be entitled to possession of the Easement after all documents have been recorded as provided herein and all terms of the Agreement have been met.

5.7. Termination. If the Transaction does not close on or before the Closing Date for any reason, unless extended, this Agreement shall automatically be terminated.

6. "AS IS" PURCHASE.

6.1. Disclaimer. Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Easement. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any

DRAFT

warranty, certification, or representation related to: (i) the condition of title to the Easement (except as set forth in the Public Utility Easement); (ii) the nature, physical condition or any other aspect of the Easement; (iii) the existence of Hazardous Materials in, on, about, around, under or affecting the Easement; (iv) the compliance of the Easement 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 Easement, (vi) the fitness of the Easement for any particular purpose (including without limitation the current use thereof); (vii) any economic feasibility of the Easement, or (viii) any development rights or permits (or lack thereof) associated with the Easement.

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 Easement based solely upon Buyer's own investigation and inspection thereof. Seller and Buyer agree that, the Easement shall be sold and Buyer shall accept title to and possession of the Easement on the Closing Dates "as is, where is, with all faults" with no right of set off or reduction in the Purchase Price, and that except as set forth in the deed, such sale shall be without representation, certification or warranty of any kind, express or implied, oral or written, statutory or otherwise, and seller does hereby disclaim and renounce any such representation, certification or warranty.

7. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

8. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

9. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

BUYER:

Questar Gas Company
PO Box 45360
Salt Lake City, Utah 84145-0360
Attn: Yuka Jenkins
Phone: (801) 324-3035
Email: yuka.jenkins@dominionenergy.com

SELLER:

City of St. George
175 E. 200 N.
St. George, UT 84770
Attn: Bryan Pack
Phone: (435) 627-4612
Email: bryan.pack@sgcity.org

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received, or delivery is refused.

10. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

11. DEFAULT. If Buyer defaults, Seller may sue Buyer to specifically enforce this Agreement or pursue other remedies available at law. If Seller defaults, Buyer may sue Seller to specifically enforce this Agreement or pursue other remedies available at law.

12. ABROGATION. The provisions of this Agreement shall apply after Closing.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

14. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken 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, 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.

DRAFT

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

BUYER:
QUESTAR GAS CORPORATION

By: QUESTAR GAS COMPANY, a Utah corporation
Its President

By: _____
Craig C. Wagstaff, President

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 20___, personally appeared before me _____, whose identity is personally know to me (or proven or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say the he is the President of Questar Gas Company and that said document was signed by him on behalf of said Corporation by Authority of its Bylaws, or Resolution of its Board of Directors, and said Craig C. Wagstaff acknowledged to me that said Corporation executed the same.

_____
NOTARY PUBLIC

Residing at _____

BUYER:
CITY OF ST. GEORGE
a Utah municipal corporation

By:_____
Name: Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

DRAFT

PURCHASE AND SALE AGREEMENT
EXHIBIT A

(Legal Description of the Easement)
A portion of SG-5-2-28-438

The following land situated in Washington County, State of Utah:

Land of the Grantor located in the Southwest Quarter of the Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

BEGINNING AT A POINT ON THE GRANTORS NORTHERLY PROPERTY LINE WHICH IS SOUTH 00°30'20" EAST 432.88 FEET ALONG THE QUARTER SECTION LINE AND WEST 2,209.78 FEET FROM THE CENTER OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 00° 54' 05" E 150.26 FEET; THENCE S 03° 21' 39" E 676.54 FEET; THENCE S 33° 12' 56" W 87.87 FEET; THENCE SOUTH 221.38 FEET; THENCE S 28° 29' 32" E 217.31 FEET; THENCE S 89° 57' 20" E 123.78 FEET TO THE WESTERN RIGHT OF WAY LINE FOR 1680 EAST STREET AND THE POINT OF TERMINUS.

CONTAINS 73,856.49 SQ FEET OR 1.69 ACRES

DRAFT

PURCHASE AND SALE AGREEMENT
EXHIBIT B

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
01046385.23.Plan.cc; yj

Space above for County Recorder's use
A portion of SG-5-2-28-438

NATURAL GAS PIPELINE EASEMENT

RW#40801

The CITY OF ST. GEORGE, a Utah municipal corporation, a corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR ($1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 50 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Washington, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Southwest Quarter of the Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

BEGINNING AT A POINT ON THE GRANTORS NORTHERLY PROPERTY LINE WHICH IS SOUTH 00°30'20" EAST 432.88 FEET ALONG THE QUARTER SECTION LINE AND WEST 2,209.78 FEET FROM THE CENTER OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 00° 54' 05" E 150.26 FEET; THENCE S 03° 21' 39" E 676.54 FEET; THENCE S 33° 12' 56" W 87.87 FEET; THENCE SOUTH 221.38 FEET; THENCE S 28° 29' 32" E 217.31 FEET; THENCE S 89° 57' 20" E 123.78 FEET TO THE WESTERN RIGHT OF WAY LINE FOR 1680 EAST STREET AND THE POINT OF TERMINUS.

CONTAINS 73,856.49 SQ FEET OR 1.69 ACRES

DRAFT

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

DRAFT

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 2019.

GRANTOR:
The CITY OF ST. GEORGE,
A Utah municipal corporation

By:_____

Print Name: _____

Its: _____

STATE OF UTAH)
) ss.
COUNTY OF Washington)

On the _____ day of _____, 2019 personally appeared before me , who being duly sworn, did say that (s)he is _____ the _____ of St. George City and that the foregoing instrument was signed on behalf of St. George City, by authority of law.

_____
Notary Public

DRAFT

DRAFT

Agenda Item Number : 2b

Request For Council Action

Date Submitted	03/29/2019 06:37 AM
Proposed City Council Date	04/04/2019
Applicant	Jay Sandberg
Subject	Consider approval of a property purchase from Sunroc Corporation.
Background	This purchase is for 1.054 acres of property located between Fieldstone Estates Ph 5 & 6 and the Ft. Pearce Wash to facilitate the extension of Quarry Ridge Drive (future) and erosion protection.
Proposed Resolution	Recommend approval
Cost	$57,500
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Jay Sandberg
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 57,500

DRAFT

Agenda Item Number : 2c

Request For Council Action

Date Submitted	03/26/2019 12:25 PM
Proposed City Council Date	04/04/2019
Applicant	Trevor A Coombs
Subject	Consider approval of the financial report for February, 2019.
Background	As of February 28, 2019, the City has completed eight (8) months or 66.67% of the fiscal year. In relation to that, the General Fund revenues are at 66.21%. General Sales tax continues to perform well as new construction related revenues. The General Fund expenditures are at 56.73% of the budget year-to-date. Overall departments are doing well to stay within their year-to-date budgets. Those departments that may be slightly over budget are due to large equipment purchases or seasonal programs.
Proposed Resolution	Staff recommend approval
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Trevor A Coombs
File Attachments	2019-02februarymonthlyfinancialreport032619122503.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George

THE BRIGHTER SIDE

MONTHLY FINANCIAL REPORT

EIGHT MONTHS ENDED

FEBRUARY 28, 2019

CITY OF ST. GEORGE, UTAH

MONTHLY FINANCIAL REPORT

EIGHT MONTHS ENDED FEBRUARY 28, 2019

ADMINISTRATIVE SERVICES DIRECTOR'S COMMENTS:

The attached report represents activity in the various city funds for the eight (8) months ended February 28, 2019. This period represents 66.67% of the new fiscal year.

1) The attached General Fund revenue schedule is good to give us a quick review of how revenues are trending in comparison with the budget. The percentage received is highlighted in **green** for your convenience, which helps to identify which revenues exceeds the year-to-date percentage, which is a **positive sign**.

   General Fund revenues are at 66.21% of budget for year-to-date and in comparison, to having completed 66.67% of the fiscal year. Some predominant revenues positively affecting the overall revenue percentages are Property Taxes, Franchise Taxes, General Sales, Business Licenses, Building Permits, Class C Road Allotment, Planning Fees, E-911 Services, Recreation Center Fees, Interest Earnings, and Airport revenue. Some revenues negatively affecting revenue percent are Fees Assessed, Federal Grants, and Golf Course revenues. (see page 4 & 5)

2) In comparing the current fiscal year to the prior fiscal year, the overall General Fund revenues are up 3.61% or $1,705,451. Property taxes are up 1.38% or $136,062 over the prior year. Sales taxes are up 7.74% or $1,077,822 over the prior year, which is a great sign. Business Licenses are up 10.88% or $57,910 over the prior year, but Business Licenses are cyclical revenue that swings from one side to the other. However, Building Permit revenues are down -38.72% or -$879,330. This is due to last year having several large permits like the IHC Cancer Center, GreyHawk, etc. Golf Course revenues are down -5.98% or -$154,492, due to golf fees being down because of the increase in rain we have received this year. (see page 7)

3) The attached Expenditure Status Report by Category is good to give us a quick review of how departments expenses are trending in comparison with their budget. The percentage expended is highlighted in **red** for your convenience, which helps to identify which department expenses exceeds the year-to-date percentage, which is a **negative sign**.

   General Fund expenditures are at 56.73% of budget for year-to-date and in comparison, to having completed 67.66% of the fiscal year; over all the City is continuing to spend conservatively and is doing well. There are a few General Fund departments that when you compare year-to-date are over budget. Sports Field Maintenance is over budget at 69.20% due to some equipment being purchased that was in their budget for the year. Adult Sports Programs are over budget at 74.99%, but their Adult Sports revenue is also exceeding projected budget, which offsets the expenses. The Airport is over budget at 74.99% due to improvements and equipment being purchased. Sunbrook Golf Course is over budget at 70.88% due to an annual lease payment in their golf carts, seasonal projects and the purchase of some equipment. (see page 6)

4) The Revenue Comparison schedule on page 7 is showing a positive overall picture with most revenues being up in comparison to the prior year. Water, Wastewater, and Drainage are all up because of the rate increases that went into effect on July 1. Impact fee revenues are slightly down due the prior year having some large commercial permits pulled. However, some noticeable permits being obtained for commercial business this year are Panda Express, Henricksen Butler, Advenire Hotel, storage units in Fort Peirce area, Dixie Regional Medical Center remodel, H&M, Kenworth Sales, Fossil Hills Townhomes, Blackhawk Townhomes, Port of Subs, Richens Eye Center, Tagg-N-Go Carwash, and several businesses in the area.

5) Page 10 of this month's report include two graphs for the General Fund which indicate the percentage of revenues received as compared to the budget; and the percentage of funds spent by department as compared to the budget. The red horizontal line in each graph represents the 66.67% of the fiscal year which has lapsed for the fiscal year.

6) The City Treasurer's investment report for January 2019 is attached (see page 18).

7) Economy Snap Shot – The U.S. economy appears to be in a transition period of uncertainty. Over all the economy is performing well, with many of the fundamental indicators showing good signs, but the recent signal by the Fed to not raise interest rates as they strongly indicated in December has made the economy uncertain and question if the Feds are seeing a slowing economy.

If there are any questions, comments, or concerns, please feel free to contact me at any time at either Trevor.Coombs@sgcity.org or at 627-4701.

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
EIGHT MONTHS ENDED FEBRUARY 28, 2019

66.67% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU FEBRUARY 28, 2019	PCT RECEIVED
CURRENT PROPERTY TAXES	9,600,000	9,320,268	97.09%
FEES ASSESSED	1,300,000	551,999	42.46%
FRANCHISE TAXES	7,500,000	4,948,031	65.97%
DELINQUENT TAXES	250,000	98,665	39.47%
GENERAL SALES TAXES	22,000,000	14,998,545	68.18%
BUSINESS LICENSES	650,000	482,748	74.27%
LICENSE/INSPECTION FEES - RENTAL ORD.	120,000	107,215	89.35%
ELECTION FILING FEES	0	0	0.00%
BUILDING PERMITS	1,700,000	1,363,319	80.20%
DOG LICENSES	34,000	28,367	83.43%
FEDERAL GRANTS	1,057,743	655,261	61.95%
STATE GRANTS	136,500	36,208	26.53%
CLASS C ROAD ALLOTTMENT	3,500,000	2,333,350	66.67%
LIQUOR FUND ALLOTTMENT	120,000	146,757	122.30%
RESOURCE OFFICER CONTRIB.	690,445	517,835	75.00%
PLANNING FEES	550,000	426,786	77.60%
AIR QUALITY FEES	70,000	43,199	61.71%
SPECIAL POLICE SERVICES	95,000	54,770	57.65%
E-911 SERVICES	1,155,000	763,940	66.14%
OTHER CITIES DISPATCH FEES	997,598	748,198	75.00%
POLICE TRAINING CLASSES	1,500	1,000	66.67%
MUSEUM DONATIONS	500	441	88.20%
MUSEUM ADMISSION FEES	10,500	5,248	49.98%
NJCAA TOURNAMENT	0	0	0.00%
COMMUNITY ARTS BLDG RENTALS	30,000	16,079	53.60%
ELECTRIC THEATER RENTALS	40,000	37,082	0.00%
WALKING TOUR REVENUES	2,500	1,363	54.54%
SOCIAL HALL RENTALS	17,000	9,563	56.25%
EXHIBITS - COLLECTIONS	8,000	3,504	43.80%
NATURE CENTER	30,000	5,128	17.09%
AQUATIC CENTER	350,000	223,946	63.98%
YOUTH SPORTS	145,000	113,901	78.55%
ADULT SPORTS	55,000	59,963	109.02%
RACES	248,000	179,868	72.53%
SOFTBALL LEAGUES	500,000	289,990	58.00%
NON-FOOD CONCESSIONS	3,000	1,155	38.49%
ARTS FAIR REVENUE	40,000	8,561	21.40%
SPECIAL COMMUNITY EVENTS	2,600	6,284	241.69%
SWIMMING POOL FEES	125,000	51,540	41.23%
RECREATION FEES	5,000	451	9.02%
RECREATION CENTER FEES	251,100	184,992	73.67%
THUNDER JUNCTION TRAIN RIDES	175,000	67,950	38.83%
OPERA HOUSE RENTALS	10,000	0	0.00%
RECREATION FACILITY RENTALS	57,500	61,291	106.59%
TENNIS CLASSES ETC.	190,000	147,343	77.55%
MARATHON REVENUES	744,000	72,919	9.80%

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
EIGHT MONTHS ENDED FEBRUARY 28, 2019

66.67% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU FEBRUARY 28, 2019	PCT RECEIVED
ST GEORGE CAROUSEL	35,000	18,004	51.44%
CEMETERY LOT SALES	175,000	121,165	69.24%
BURIAL FEES	150,000	70,465	46.98%
TRAFFIC SCHOOL FEES	80,000	69,776	87.22%
COURT FINES	840,250	457,224	54.42%
POLICE WARRANTS	21,000	14,600	69.52%
ACE PENALTIES	15,000	6,755	45.03%
ACE COSTS	3,000	406	13.53%
INTEREST EARNINGS	300,000	593,704	197.90%
RENTS AND ROYALTIES	58,000	15,399	26.55%
SALE OF PROPERTY	90,000	28,001	31.11%
POLICE EVIDENCE IMPOUND	10,000	2,416	24.16%
MISCELLANEOUS SUNDRY REVENUES	100,000	92,039	92.04%
ORTHOPHOTOGRAPHY MAPS	500	70	13.92%
COMPOST SALES - REUSE	25,000	16,537	66.15%
ROADBASE SALES - REUSE	5,000	27,071	541.43%
AIRPORT REVENUES	1,430,000	1,009,440	70.59%
MAINTENANCE AT AIRPORT	7,100	4,745	66.83%
CONTRIBUTIONS FROM OTHER	209,200	68,864	32.92%
TRANSFERS FROM OTHER FUNDS	10,825,525	4,667,333	43.11%
CONTRIBUTIONS FROM PRIVATE	266,133	7,997	3.00%
MEDIAN LANDSCAPE FEES	15,000	0	0.00%
ANIMAL SHELTER DONATIONS	2,500	3,574	142.97%
POLICE PROJECT LIFESAVER	2,500	-992	-39.66%
ANIMAL TRAINING DONATIONS	2,500	2,194	87.78%
PUBLIC SAFETY DONATIONS	0	3,994	0.00%
INSURANCE CLAIM PROCEEDS	10,000	25,072	250.72%
APPROPRIATED FUND BALANCE	155,400	0	0.00%
RED HILLS GOLF COURSE	758,500	364,988	48.12%
GOLF ADMINISTRATION	268,000	84,390	31.49%
SOUTHGATE GOLF COURSE	1,166,500	665,168	57.02%
ST GEORGE GOLF CLUB	670,500	410,447	61.22%
SUNBROOK GOLF COURSE	1,638,500	904,256	55.19%
TOTAL GENERAL FUND REVENUES	73,903,094	48,930,124	66.21%

CITY OF ST. GEORGE, UT
EXPENDITURE STATUS REPORT BY CATEGORY
EIGHT MONTHS ENDED FEBRUARY 28, 2019

66.67% OF THE BUDGET YEAR

GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU FEBRUARY 28, 2019	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	702,986	320,543.79	382,442	45.60%
CITY MANAGER	961,598	527,869.73	433,728	54.90%
HUMAN RESOURCES	533,719	314,231.01	219,488	58.88%
ADMINISTRATIVE SERVICES (FINANCE)	1,994,375	1,221,356.19	773,019	61.24%
TECHNOLOGY SERVICES	2,634,764	1,694,075.18	940,689	64.30%
LEGAL SERVICES	1,675,900	898,382.41	777,518	53.61%
BUILDING MAINTENANCE	1,752,507	942,716.16	809,791	53.79%
ELECTIONS	1,000	-110.00	1,110	-11.00%
PLANNING COMMISSION	18,000	11,571.27	6,429	64.28%
POLICE	15,992,549	9,963,819.41	6,028,730	62.30%
HIDTA GRANT	159,220	97,745.33	61,475	61.39%
POLICE DISPATCH	3,371,203	1,956,613.57	1,414,589	58.04%
CCJJ GRANT	98,515	45,260.73	53,254	45.94%
SAFG (State Asset Forfeiture Grant)	0	1,816.10	-1,816	0.00%
FIRE DEPARTMENT	6,181,088	3,211,332.69	2,969,755	51.95%
CODE ENFORCEMENT	156,659	80,793.48	75,866	51.57%
PUBLIC WORKS ADMINISTRATION	270,270	120,037.32	150,233	44.41%
STREETS	6,033,402	3,539,254.51	2,494,147	58.66%
FLEET MAINTENANCE	1,623,709	951,472.78	17,590,446	58.60%
ENGINEERING	1,442,650	736,783.03	705,867	51.07%
PARKS	7,082,270	3,978,885.12	3,103,385	56.18%
DESIGN	736,311	368,607.66	367,703	50.06%
NATURE CENTER & YOUTH PROGRAMS	168,715	96,879.90	71,835	57.42%
SOFTBALL PROGRAMS	460,854	179,533.17	281,321	38.96%
SPORTS FIELD MAINTENANCE	693,798	480,133.66	213,664	69.20%
SPECIAL EVENTS & PROGRAMS	461,603	267,489.78	194,113	57.95%
YOUTH SPORTS PROGRAMS	194,562	95,946.75	98,615	49.31%
ADULT SPORTS PROGRAMS	245,957	184,439.03	61,518	74.99%
RECREATION	548,195	270,547.33	277,648	49.35%
EXHIBITS AND COLLECTIONS	252,647	155,096.60	97,550	61.39%
COMMUNITY ARTS	355,677	184,503.89	171,173	51.87%
HISTORIC OPERA HOUSE	37,000	21,866.50	15,134	59.10%
HISTORIC COURTHOUSE	51,200	14,927.79	36,272	29.16%
LEISURE SERVICES ADMINISTRATION	363,714	205,878.60	157,835	56.60%
RECREATION CENTER	521,742	296,145.08	225,597	56.76%
MARATHON	684,650	539,248.78	145,401	78.76%
COMMUNITY CENTER	2,900	1,382.76	1,517	47.68%
ELECTRIC THEATER	204,496	63,910.80	140,585	31.25%
CEMETERY	609,434	390,553.91	218,880	64.08%
ECONOMIC DEVELOPMENT & HOUSING	237,722	120,912.43	116,810	50.86%
DEVELOPMENT SERVICES ADMIN.	1,896,378	1,170,103.88	726,274	61.70%
DEBT SERVICE	0	0.00	0	0.00%
TRANSFERS TO OTHER FUNDS	2,621,706	0.00	2,621,706	0.00%
AIRPORT	2,634,260	1,975,353.96	658,906	74.99%
SWIMMING POOL	326,922	131,039.09	195,883	40.08%
SAND HOLLOW AQUATIC CENTER	908,600	500,123.45	408,477	55.04%
RED HILLS GOLF COURSE	1,626,143	686,334.07	939,809	42.21%
GOLF ADMINISTRATION	178,786	101,103.75	77,682	56.55%
SOUTHGATE GOLF COURSE	1,183,587	778,931.64	404,655	65.81%
ST GEORGE GOLF CLUB	1,158,769	720,611.93	438,157	62.19%
SUNBROOK GOLF COURSE	1,850,382	1,311,643.03	538,739	70.88%
TOTAL GENERAL FUND	73,903,094	41,927,699	48,893,605	56.73%

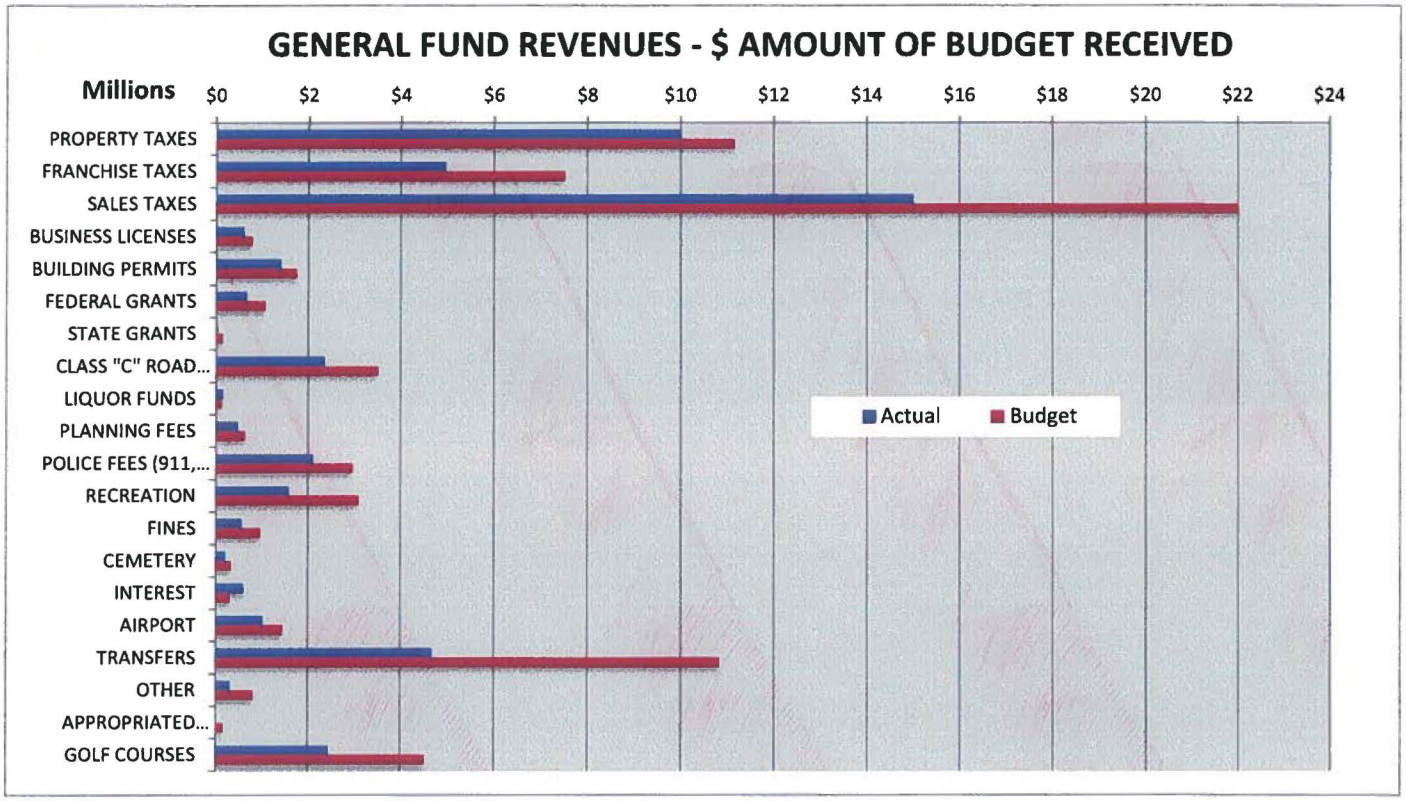
CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
EIGHT MONTHS ENDED FEBRUARY 28, 2019

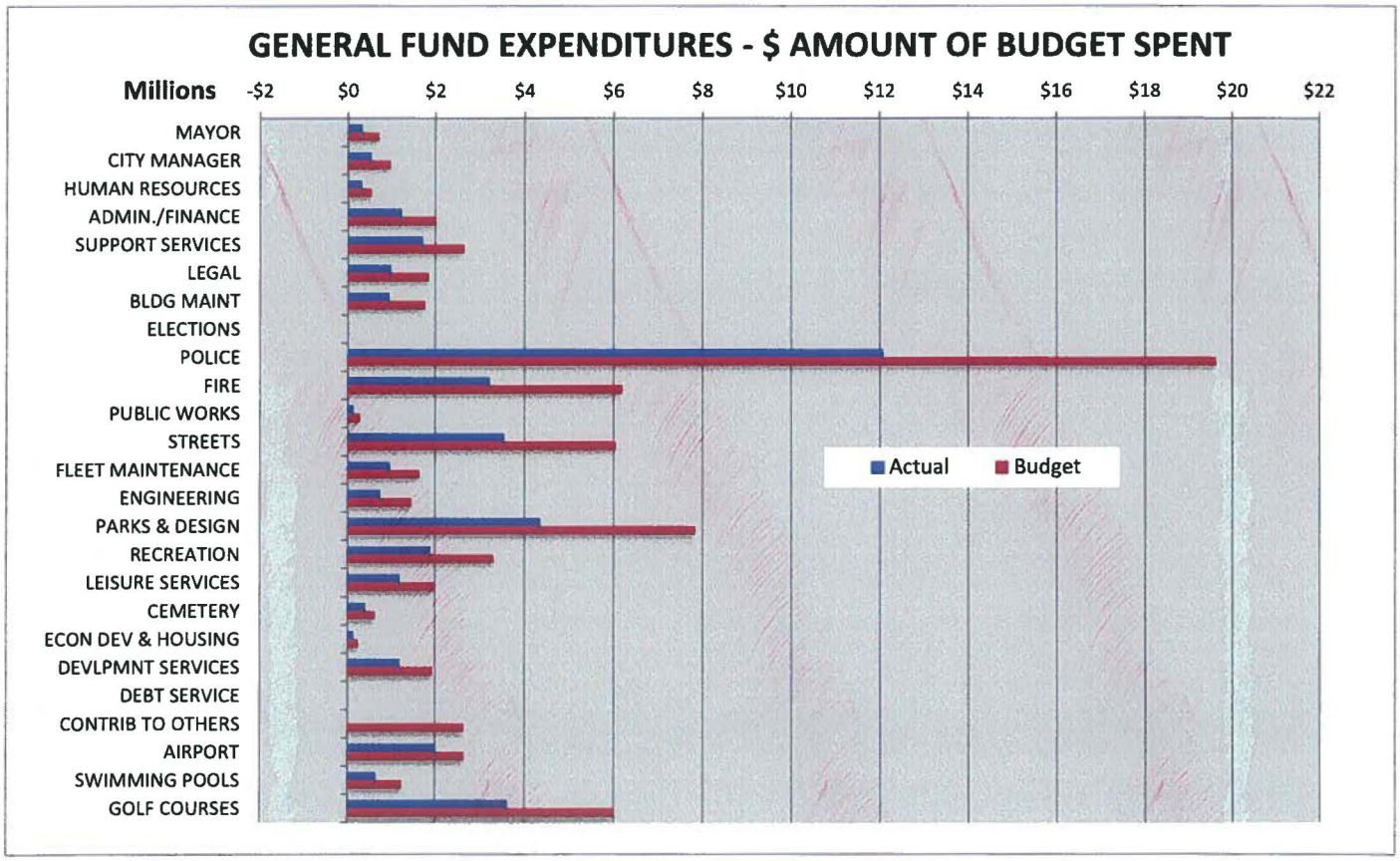
		FYE JUNE 2019	FYE JUNE 2018	FY2019 as a % of FY2018
10	GENERAL FUND:			
	PROPERTY TAXES	9,970,932	9,834,870	101.38%
	FRANCHISE TAXES	4,948,031	4,755,131	104.06%
	SALES TAXES	14,998,545	13,920,722	107.74%
	BUSINESS LICENSES	589,963	532,053	110.88%
	BUILDING PERMITS	1,391,686	2,271,016	61.28%
	FEDERAL GRANTS	655,261	101,017	648.67%
	STATE GRANTS	36,208	82,741	43.76%
	CLASS "C" ROAD FUNDS	2,333,350	2,332,005	100.06%
	LIQUOR FUNDS	146,757	115,575	126.98%
	PLANNING FEES	469,985	465,335	101.00%
	POLICE FEES (911, ETC.)	2,085,742	1,955,963	106.64%
	RECREATION	1,566,565	1,482,613	105.66%
	FINES	548,761	579,483	94.70%
	CEMETERY	191,630	204,855	93.54%
	INTEREST	593,704	263,111	225.65%
	AIRPORT	1,009,440	924,461	109.19%
	TRANSFERS	4,667,333	4,426,667	105.44%
	OTHER	296,982	393,314	75.51%
	GOLF COURSES	2,429,249	2,583,741	94.02%
	Total General Fund	48,930,124	47,224,672	103.61%
27	TRANS. IMPROV. FUND (TIF)	$4,918,538	$4,482,715	109.72%
30	DIXIE CENTER OPERATIONS	$1,485,959	$1,451,234	102.39%
32	CDBG BLOCK GRANT FUND	$180,213	$64,377	279.94%
41	ECONOMIC DEVELOPMENT	$119,457	n/a	0.00%
44	PARK IMPACT FUND	$1,981,237	$1,669,172	118.70%
45	STREET IMPACT FUND	$1,222,747	$2,237,219	54.65%
47	DRAINAGE IMPACT FUND	$536,790	$649,998	82.58%
48	FIRE DEPT IMPACT FUND	$348,173	$399,565	87.14%
49	POLICE DEPT IMPACT FUND	$135,105	$156,975	86.07%
51 & 81	WATER UTILITY FUND (w/ impact fees)	$17,944,664	$16,788,643	106.89%
52 & 82	WASTEWATER COLLECTION (w/impact fees)	$6,259,995	$4,240,795	147.61%
53 & 83	ELECTRIC UTILITY (w/impact fees)	$46,511,347	$45,171,014	102.97%
59	DRAINAGE UTILITY FUND	$2,210,455	n/a	0.00%
62 & 86	REGIONAL WASTEWATER (w/impact fees)	$6,733,967	$5,056,839	133.17%
64	SUNTRAN TRANSIT FUND	$1,061,085	$2,418,051	43.88%
80	RAP TAX FUND	$1,957,300	$1,096,355	178.53%
88	REPLACEMENT AIRPORT FUND	$2,910,655	$56,003	5197.30%

CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT
EIGHT MONTHS ENDED FEBRUARY 28, 2019

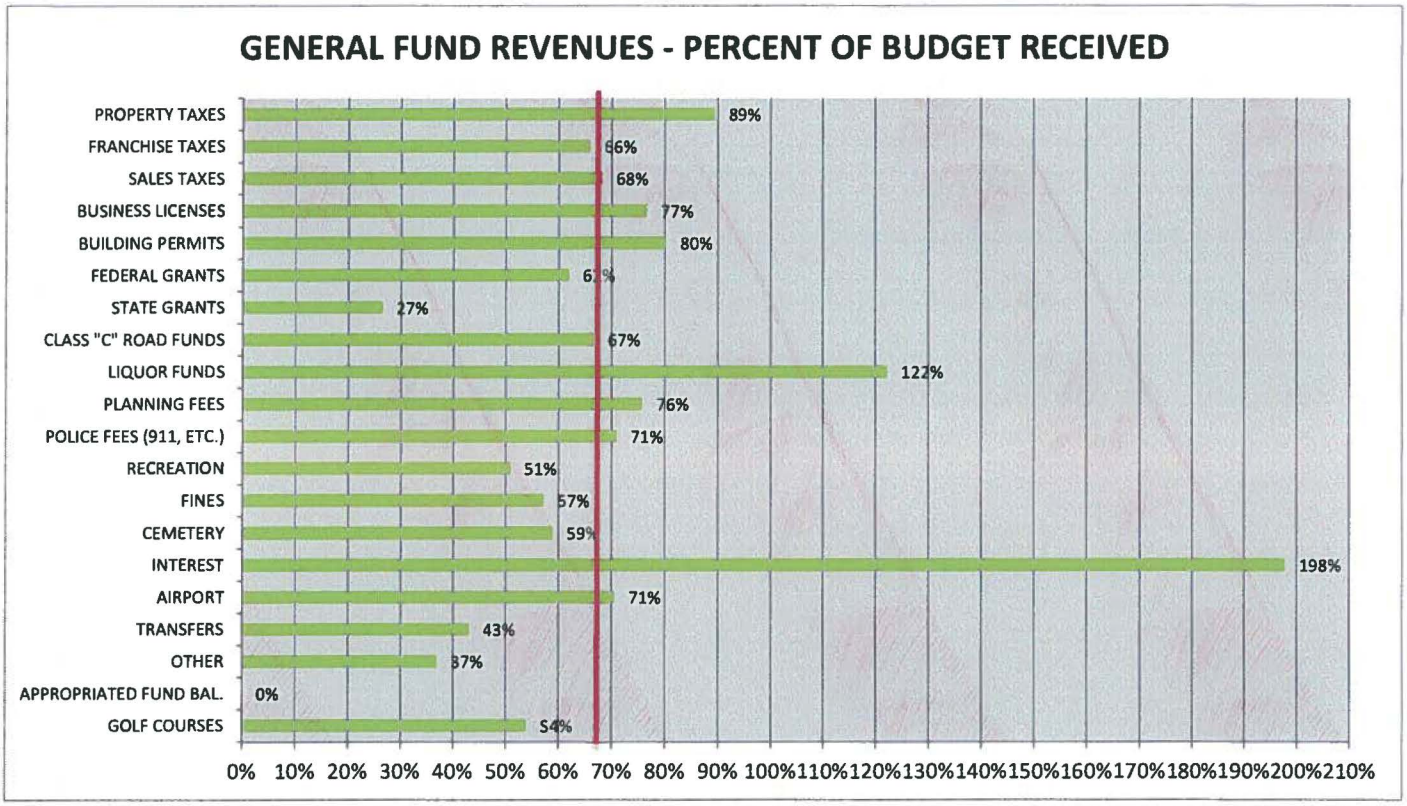
		ADJUSTED EXPENSE BUDGET	REVENUES	EXPENDITURES	% EXPENSE BUDGET
10	GENERAL FUND (includes Golf Courses)	$73,903,094	$48,930,124	$41,927,699	56.73%
27	TRANSPORTATION IMPROV FUND (TIF)	$8,535,000	$4,918,538	$418,658	4.91%
30	DIXIE CENTER OPERATIONS	$2,067,083	$1,485,959	$1,452,586	70.27%
32	CDBG BLOCK GRANT FUND	$827,814	$180,213	$187,767	22.68%
40	CAPITAL EQUIPMENT FUND	$2,843,948	$34,716	$151,755	5.34%
41	ECONOMIC DEVELOPMENT	$2,753,000	$119,457	$1,493,053	54.23%
44	PARK IMPACT FUND	$3,432,600	$1,981,237	$1,888,900	55.03%
45	STREET IMPACT FUND	$4,560,000	$1,222,747	$53,613	1.18%
47	DRAINAGE IMPACT FUND	$875,000	$536,790	$16,811	1.92%
48	FIRE IMPACT FUND	$2,219,000	$348,173	$5,935	0.27%
49	POLICE IMPACT FUND	$130,000	$135,105	$2,913	2.24%
51 & 81	WATER FUND (includes impact)	$31,797,454	$17,944,664	$14,423,335	45.36%
52 & 82	WASTEWATER COLLECT (includes impact)	$8,179,251	$6,259,995	$5,365,417	65.60%
53 & 83	ELECTRIC FUND (includes impact)	$70,815,455	$46,511,347	$37,182,543	52.51%
59	DRAINAGE UTILITY FUND	$2,629,000	$2,210,455	$148,226	5.64%
62 & 86	WASTEWATER TREATMNT (includes impact)	$26,525,985	$6,733,967	$13,126,670	49.49%
64	SUNTRAN TRANSIT FUND	$2,061,698	$1,061,085	$1,248,303	60.55%
80	RAP TAX FUND	$6,042,463	$1,957,300	$2,373,268	39.28%
84	SALES TAX BOND - CAPITAL PROJ FUND	$634,900	$22,138	$695	0.11%
87	PUBLIC WORKS CAPITAL PROJ FUND	$21,455,413	$2,296,703	$5,005,266	23.33%
88	REPLACEMENT AIRPORT FUND	$26,606,000	$2,910,655	$2,733,551	10.27%

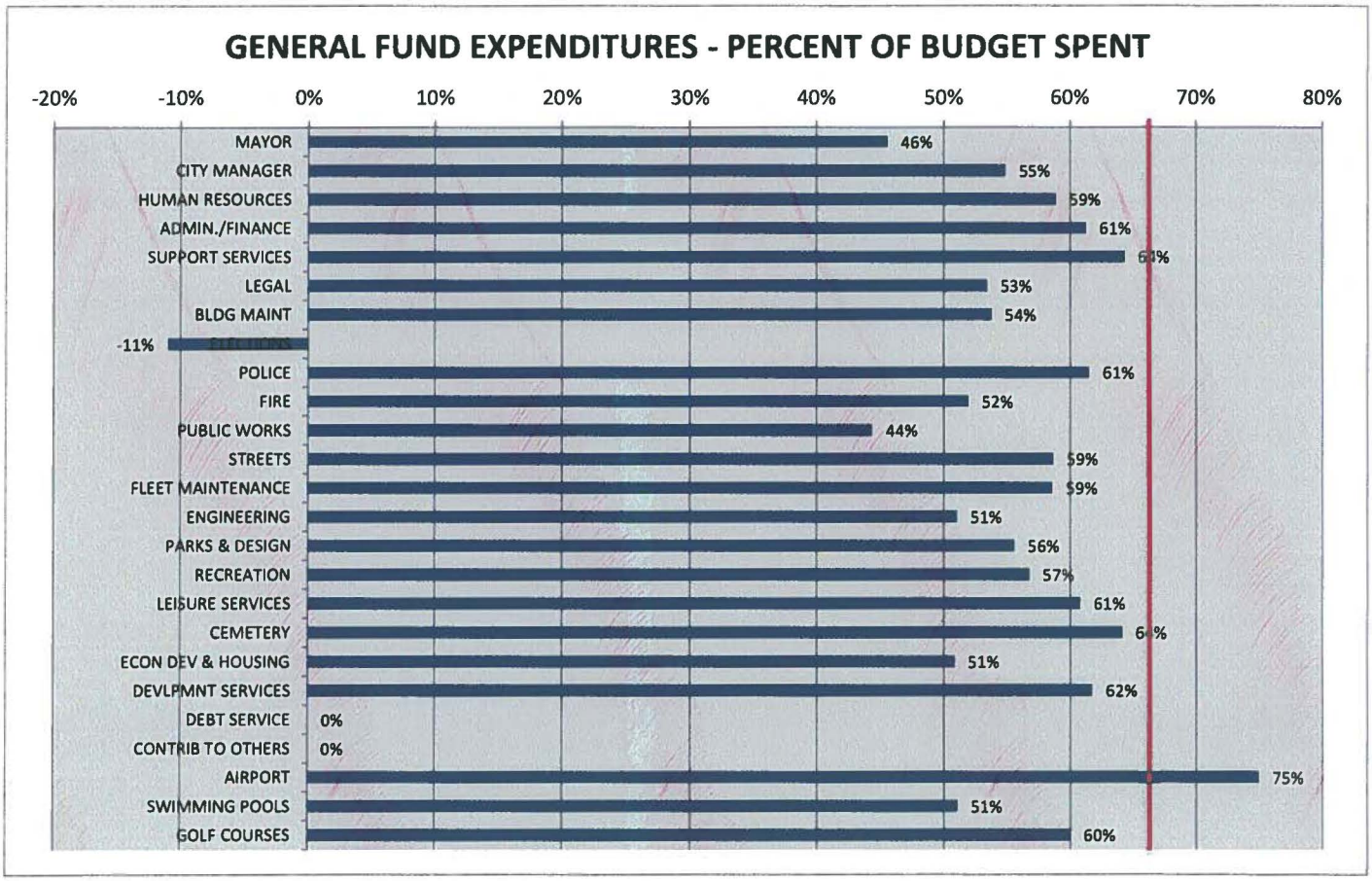
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL BASED ON AMOUNT
2/28/2019





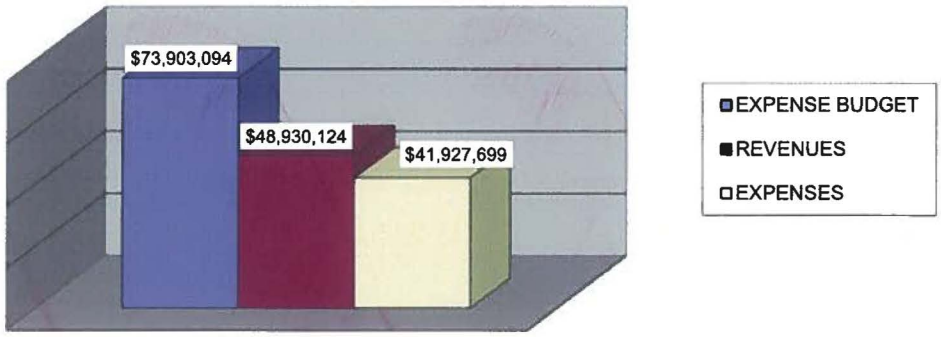
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL AS A PERCENTAGE
2/28/2019



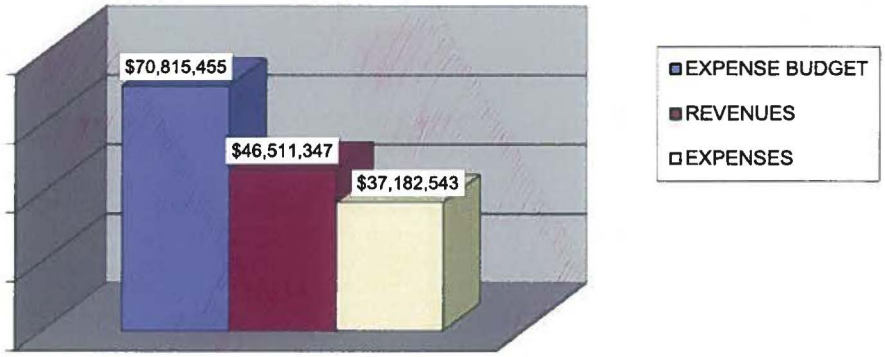


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
2/28/2019

GENERAL FUND

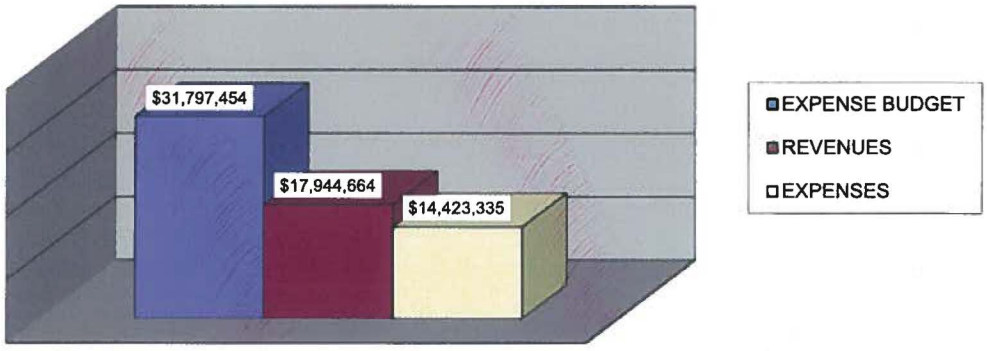


ELECTRIC UTILITY



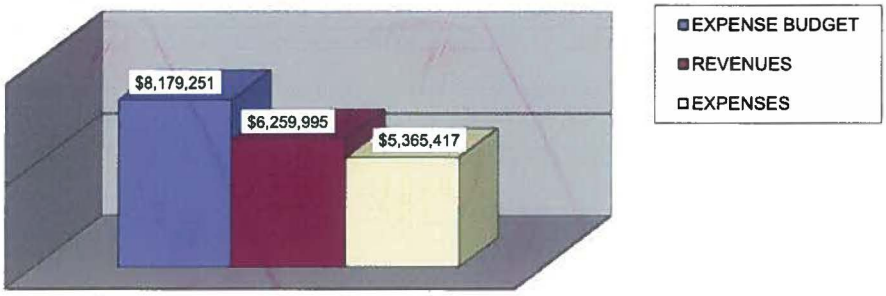
Note: Invoices for power purchases have a one-month lag and therefore expenses are generally understated in comparison to revenues.

WATER UTILITY

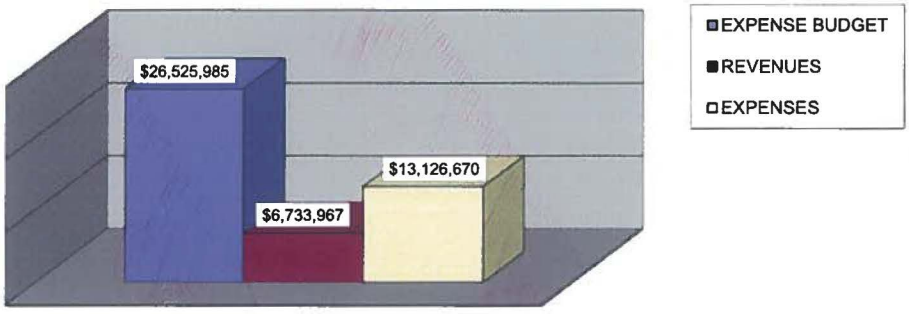


Note: Invoices for water purchases from the Water Conservancy District have a one-month lag and therefore expenses are generally understated in comparison to revenues.

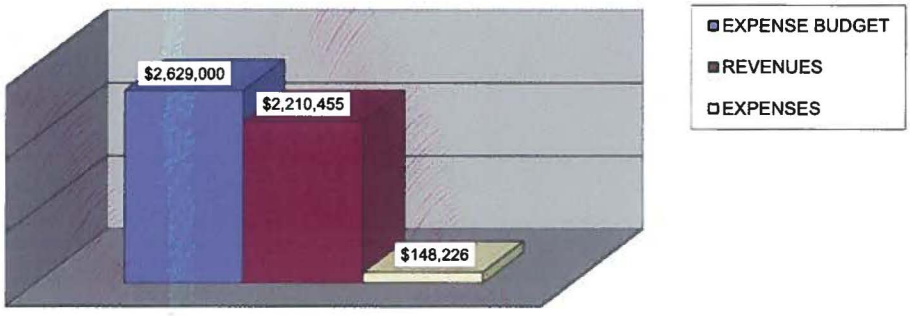
WASTEWATER COLLECTION
(includes Impact Fees)



WASTEWATER TREATMENT
(includes Impact Fees)



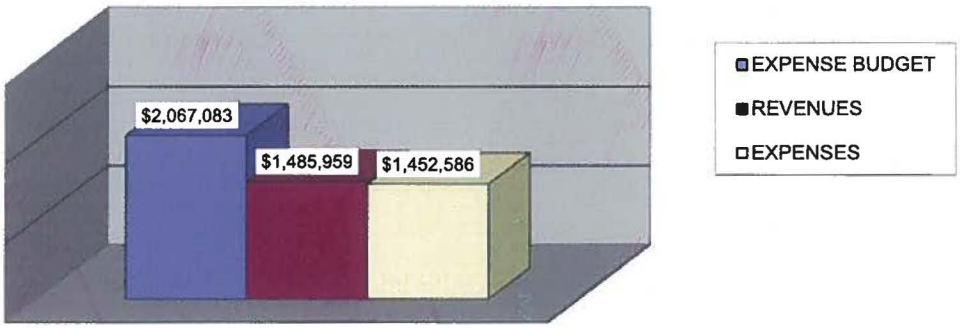
DRAINAGE UTILITY



CDBG BLOCK GRANT FUND



DIXIE CENTER OPERATIONS



REPLACEMENT AIRPORT FUND



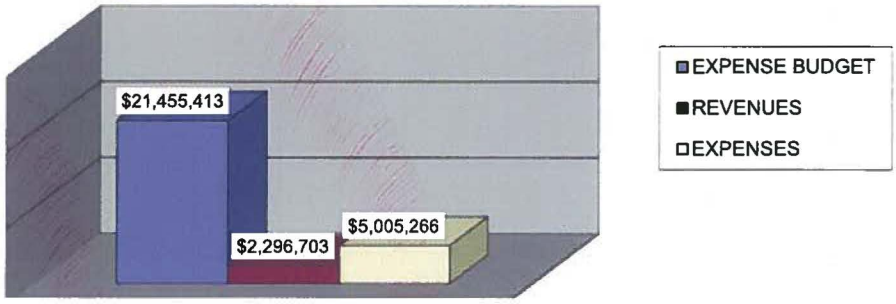
CAPITAL EQUIPMENT FUND



ECONOMIC DEVELOPMENT FUND
(quasi-Economic/Capital Projects)

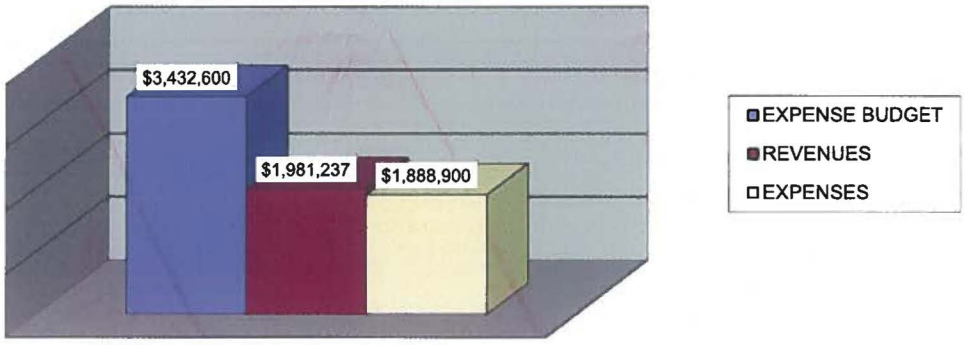


PUBLIC WORKS CAPITAL PROJECTS FUND

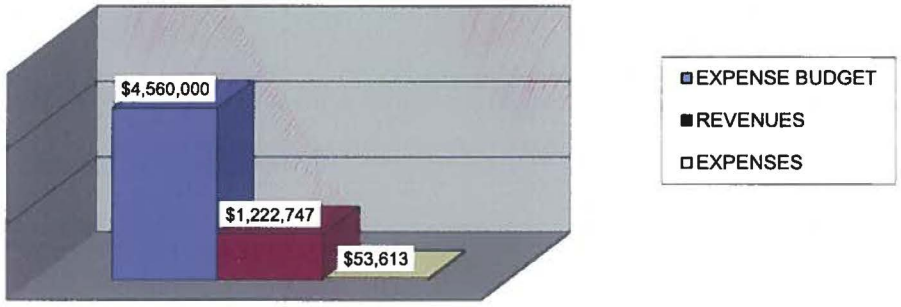


NOTE: Most of the Revenues are derived from year-end transfers from other City funds who collectively participate in funding each project (i.e. Transportation Fund, Street Impact, Drainage Impact, etc.)

PARK IMPACT FUND

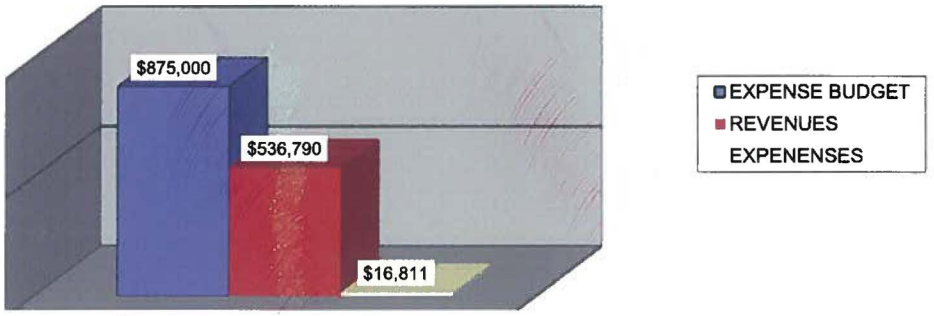


STREET IMPACT FUND

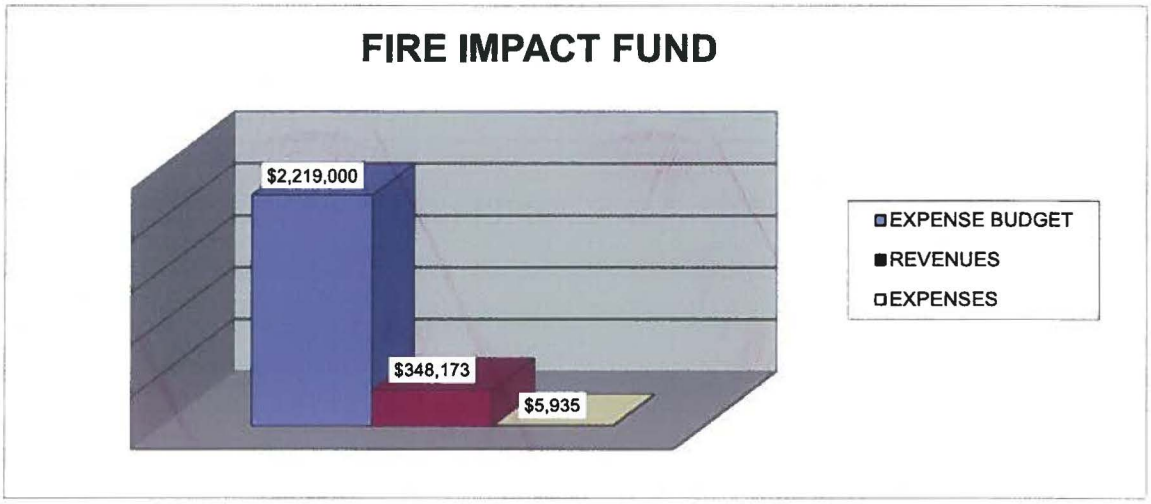


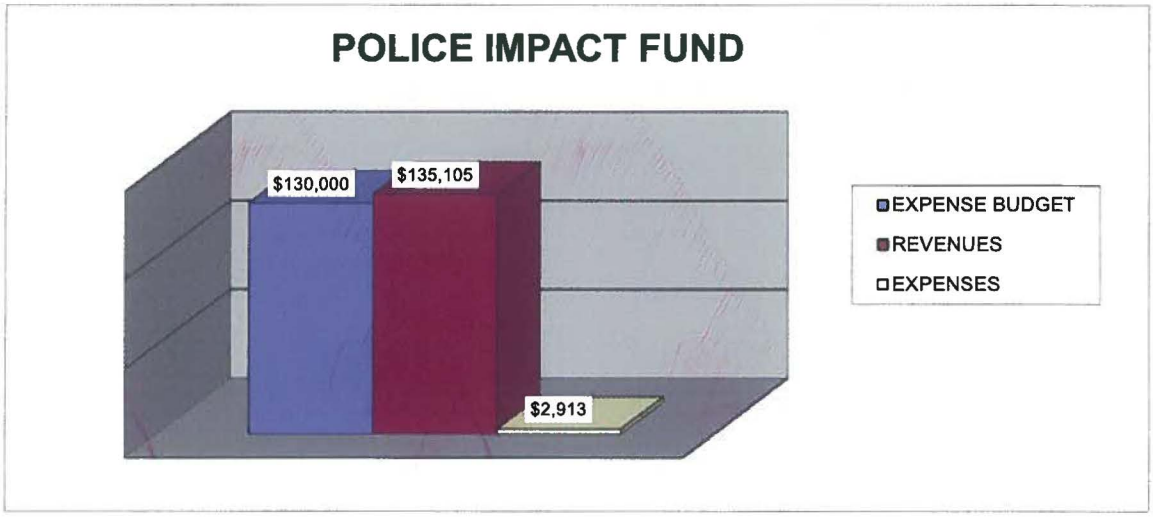
NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

DRAINAGE IMPACT FUND

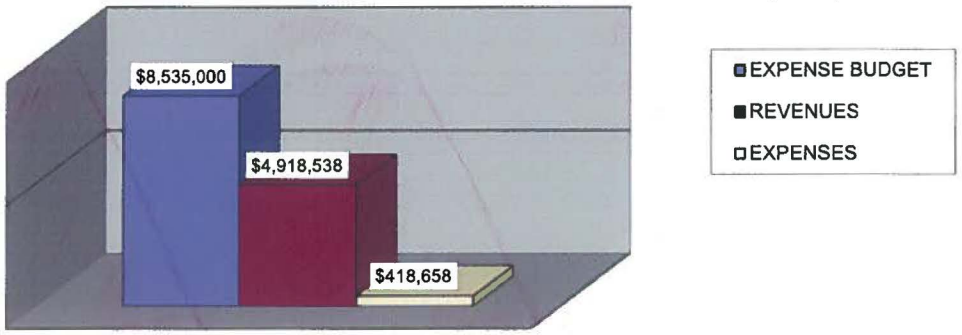


NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.


FIRE IMPACT FUND
$2,219,000
$348,173
$5,935
EXPENSE BUDGET
REVENUES
EXPENSES

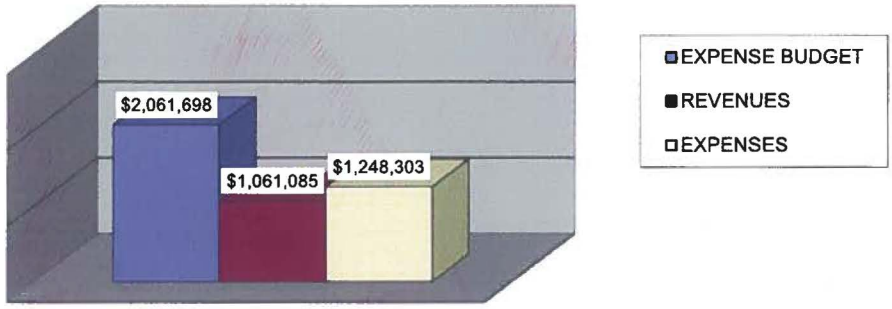

POLICE IMPACT FUND
$130,000
$135,105
$2,913
EXPENSE BUDGET
REVENUES
EXPENSES

TRANSPORTATION IMPROVEMENT FUND (TIF)



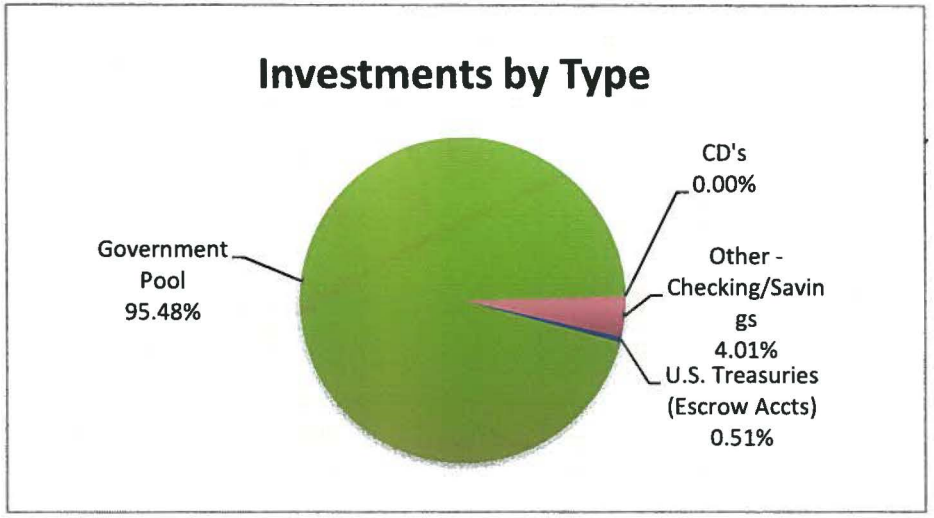
NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

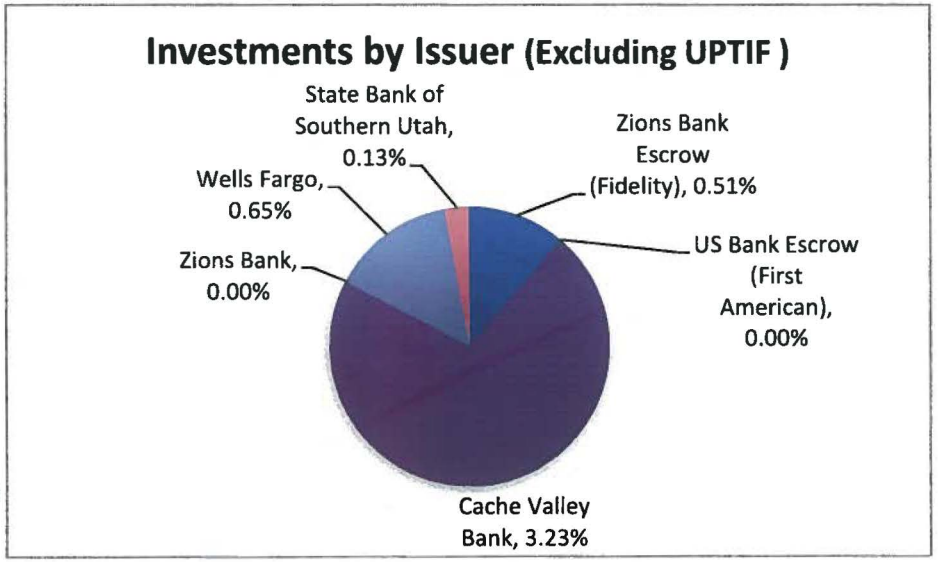
SUNTRAN TRANSIT FUND



City of St George
DEPOSITS AND INVESTMENTS
1/31/2019

Portfolio Composition	Amount	Percentage
Investments by Type:		
U.S. Treasuries (Escrow Accts)	833,036.75	0.51%
Agencies	-	0.00%
Government Pool	155,655,710.35	95.48%
Mutual Funds	-	0.00%
CD's	-	0.00%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	6,538,902.80	4.01%
Total	163,027,649.90	100.00%
Investments by Issuer:		
UPTIF (State Pool)	155,655,710.35	95.48%
Zions Bank Escrow (Fidelity)	833,036.75	0.51%
US Bank Escrow (Assured Guar.)	-	0.00%
US Bank Escrow (First American)	-	0.00%
Cache Valley Bank	5,263,535.57	3.23%
Zions Bank	-	0.00%
U.S. Bank	-	0.00%
Wells Fargo	1,060,710.52	0.65%
State Bank of Southern Utah	214,656.71	0.13%
Total	163,027,649.90	100.00%
Porfolios Weighted Average Maturity on	1/31/2019	52.15 days
Porfolios Weighted Average Rate on	1/31/2019	2.75%



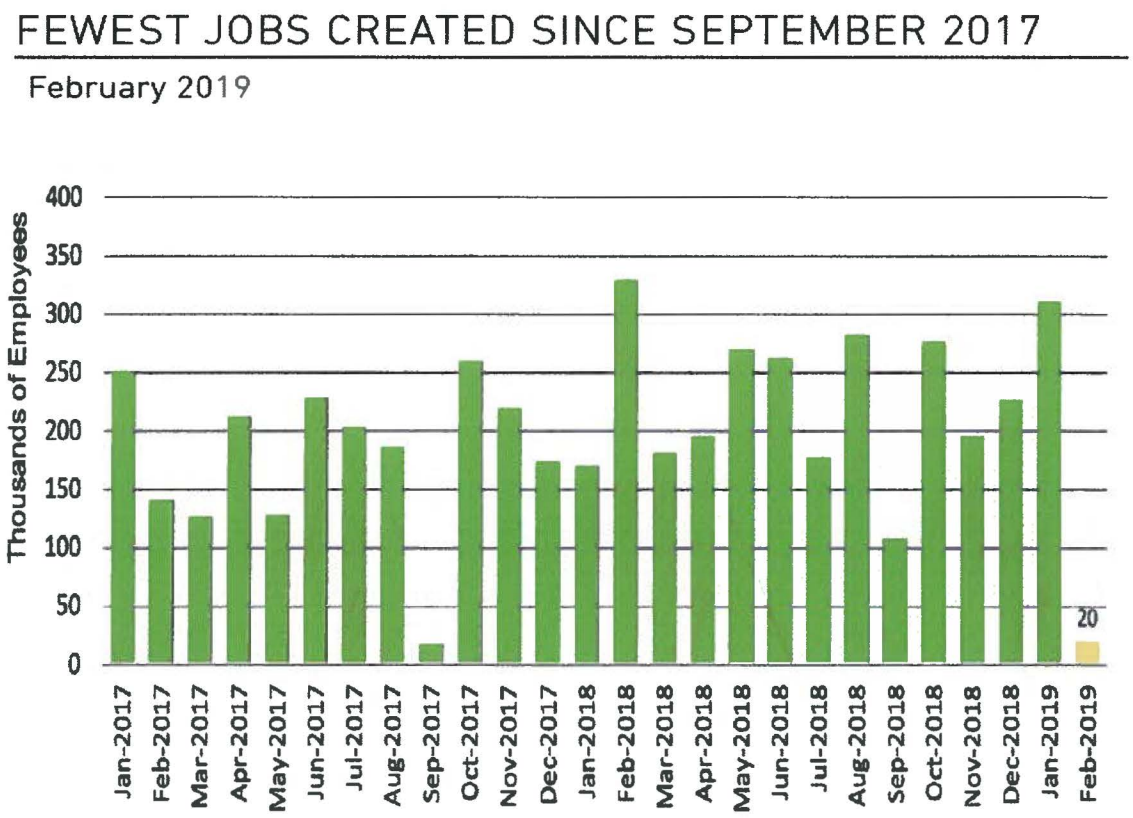


March 2019

Economic Snap Shot

The U.S. economy appears to be in a transition period of uncertainty. The Federal Reserve made an announcement at the end of 2018 that they anticipated raising rates several times in the 2019 year, however in March they signaled to hold the fed rates where they're at and to not raise rates. This announcement came as a bit of a surprise as it came in front of the latest jobs' reports.

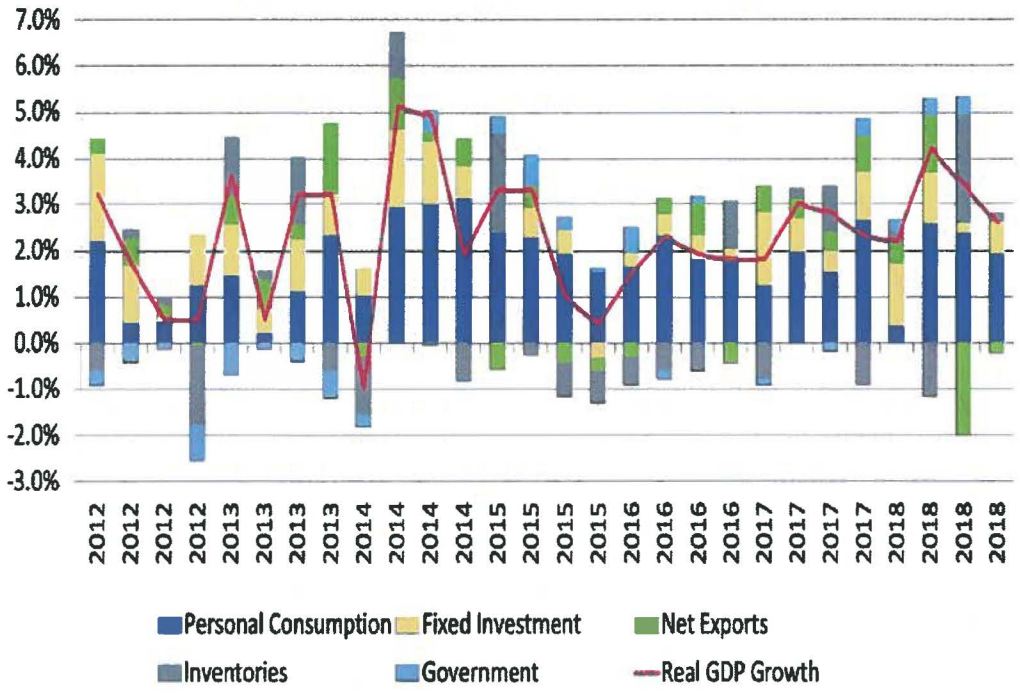
The latest jobs report indicated the U.S. economy added only 20,000 new jobs, which is way under the previous projected job growth numbers of around 200,000. This was a big surprise to analysis, because how strong December and January had been. The good thing is we still added jobs, but is was way off the mark, which analysts get nervous about.



Despite the lousy job growth numbers, the U.S. Unemployment rates shows strength by dropping from 4.0% to 3.8%, and the Annual Wage Growth continues to increase and showed its highest increase in ten years from 3.1% to 3.4%. Inflation stayed in check staying under the Fed's 2% target coming in at 1.5% for February. The other economic indicator of the economy performing well has been the Gross Domestic Product (GDP), which is the broadest measure of the economy, it dropped in the Q4 of 2018 to 2.6%, which is still above the Feds bench mark of 2%, thus showing indications of a good economy.

ECONOMIC GROWTH SOLID IN 2018

Q4 2018 Gross Domestic Product = **2.6%**

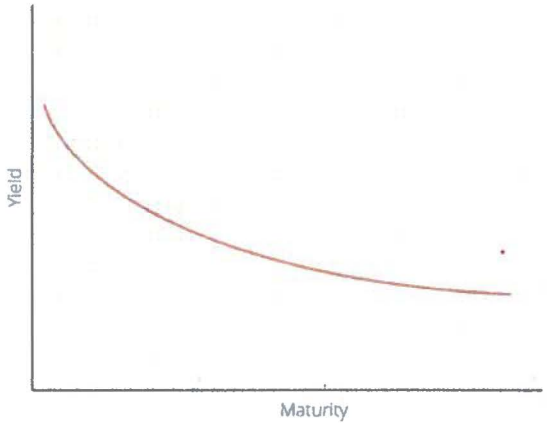


So, we have all these good indications of a healthy economy, so why did the Feds signal not to raise rates and put this uncertainty in the air? The answer to this question may be in the yield curve. The Treasury Yield Curve has been one of the surest metrics that economists look at that may indicate a slowdown, or recession. Traditionally if everything was equal the interest rate on a 30-year loan would be higher than a 15-year loan. The 15-year loan will be higher than a 5-year loan and so you would see the traditionally upward sloping graph as the timeframe of the loan extends out. However, from time to time the yield curve will actually invert or will go negative and that's a signal essentially that a recession is looming.

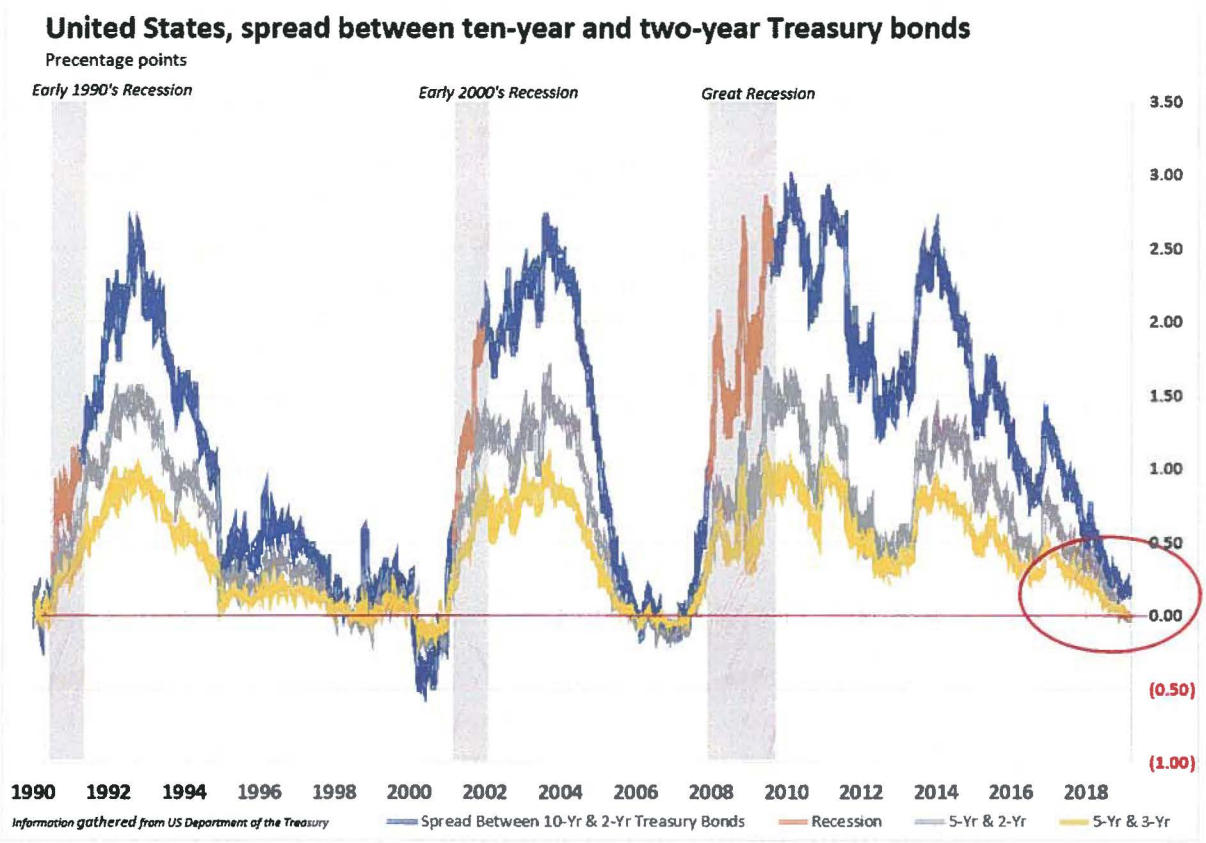
Normal Yield Curve



Inverted Yield Curve



The one managing tool the Feds have on the economy is by managing the level of short-term interest rates and influencing the overall availability and cost of credit on the economy. By keeping the interest rates level or lowing interest rates it helps fuel the economy and corporations and individuals borrow and spend money. Their latest signal not to raise rates and to hold rates steady, does shed light on their concern of a slowing economy. In the graph presented below, it shows the yield curve going slightly inverted in December for the five-year bond to the two-year bond and has continued in this position (off and on) all the way through March (to-date).



Fed watchers believe policymakers are at a point where they have taken their foot of the gas of adjusting interest rates up and will hold steady as they determine what happens with this uncertainty in the economy. We will continue to monitor closely what happens with the Treasury Yield Curve.

Sincerely,

Trevor A. Coombs
Administrative Services Director

Note: *Much of the economic analysis and statistics information came ZionsBank.com and their Economic and Public Policy officials Robert Spendlove and Joseph Mayans.*

DRAFT

Agenda Item Number : 2d

Request For Council Action

Date Submitted	03/22/2019 03:17 PM
Proposed City Council Date	04/04/2019
Applicant	Convergint Technologies
Subject	Consider approval of an agreement between the City of St. George and Convergint Technologies to replace the security cameras at the Sand Hollow Aquatic Center.
Background	Agreement between the city and Convergint Technologies to replace the security cameras at the Sand Hollow Aquatic Center. This will improve resiliency, resolution, and video quality. The old security system is an analog camera system, this will replace them with digital security cameras for added functionality.
Proposed Resolution	Recommend approval
Cost	$22943.17
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	James C Duckett
File Attachments	termsandconditions1frombjpsigned032219151744.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** 23000

St.George

THE BRIGHTER SIDE

CITY OF ST. GEORGE EQUIPMENT PURCHASE AND INSTALLATION ADDITIONAL TERMS AND CONDITIONS

THIS AGREEMENT is made and entered into this 20 day of March, 2019, by and between the City of St. George, a Utah municipal corporation, whose address is 175 East 200 North, St. George, Utah 84770 ("City") and Convergint Technologies, whose address is 2211 W 2300 S, Salt Lake City, UT 84119 ("Seller").

RECITALS

WHEREAS, City desires to purchase equipment (hereinafter "Goods") from Seller and desires to have Seller install the Goods as outlined in Quotation KH02132187P attached hereto as Exhibit A, (hereinafter "Project"); and

NOW, THEREFORE, for the consideration hereinafter set forth and in accordance with the conditions and representations contained herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Recitals.** The following terms and conditions are supplemental to, and supersede any other terms included in the Contract Documents. The term "Contract Documents" means and includes this instrument and Quotation KH02132187P attached as Exhibit A.
2. **Purchase Price, Installation and Payment.** City shall pay Seller a total sum of $22,943.17 for the Goods and installation of the Goods. City shall pay Seller in full within 30 days of delivery of completion of the work. City shall pay 25% of the purchase price upfront as shown Exhibit A. Seller shall install the Goods to City's satisfaction and in compliance with accepted standards in the industry and in compliance with all laws. Seller shall obtain any permits needed to legally complete the work. Seller shall provide performance and payment bonds and the certificate of insurance prior to beginning work on the Project.
3. **Independent Seller.**
   a. The City retains and employs Seller, as an independent contractor, to act for and represent it in all matters involved in the performance of work on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
   b. It is understood and agreed that Seller will provide the work without supervision from City. Seller 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 Seller and City.

d. Seller 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. Seller 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, Seller 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. Seller shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of Seller shall not be considered to be the employees of City nor have any contractual relationship with City. Seller 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 Seller.
g. Neither party has the right to bind or obligate the other in any way. Seller 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.

4. **Legal Work Status.** By executing this instrument, Seller 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. Seller agrees to produce, at the city's request, such documents which are required to verify compliance with applicable State and Federal laws. If the Seller knowingly employs workers in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between Seller and the city. In the event this contract is terminated due to violation of 8 USC § 1324a by the Seller or by a subcontractor of the Seller, the Seller shall be liable for any and all costs associated with such termination including, but not limited to, any damages incurred by the city as well as attorney fees.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

CITY: CITY OF ST. GEORGE	SELLER: Convergint Technologies
	Kris Painter
Jonathan T. Pike, Mayor	Name:
Attest:	Approved as to form:
Christina Fernandez, City Recorder	Bryan J. Pack, Assistant City Attorney

Exhibit A
Quotation KH02132187P

Convergint TECHNOLOGIES
Making a Daily Difference

2211 W 2300 S, Salt Lake City,Utah 84119
Phone Mobile 8016316166
krehl.hill@convergint.com

January 16, 2019

St George City
Aquatic Center
1144 N 2400 W St Geroge, Utah 84770

Quotation: KH02132187P

License/Cert 6298471-6502
National IPA
Contract #:
R170502
CPN:

Attention: Colt Stratton

Reference: St George City SHAC Building (8) Camera system upg

St George City Aquatic Center Building (8) Camera system upgrade

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergint Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergint has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergint was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergint has developed with the industry's top technology manufacturers. Convergint Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergint Technologies as your partner for your electronic security needs.

Scope of Work

After receiving the approval to proceed and PO the Convergint Project Manager and St George City Project Manager will determine and agree upon start date.

- Provide, install, program, test and training on the listed equipment in the BOM
- Run cable from PoE switch to each of the camera locations
- Install (10) Genetec camera license onto to the customers existing system
- Install (4) Multi sensor 4 x 5MP camera (please refer to drawing for exact camera placement)
- 1 – Place on the Northeast side of the pool area viewing 1/3 of the pool
- 2 – Placed on the North side of pool on the opposite side of the office area viewing 1/3 pool
- 3 – Placed on the Southwest side of the pool shooting East viewing 1/3 of the pool area
- Install (4) 5MP interior cameras covering the main entrance
- 1 – Placed near the front desk viewing the main entrance and front doors
- 2 – Placed viewing the hallway to changing rooms in corridor format
- 3 – Placed behind the snack shop viewing transactions and lobby
- 4 – Placed in the pump room viewing the pump room and doors
- Connect into customers provided PoE network switch to run cameras. Work with Colt on camera IP addressing
- Test system for correct operation and function. Have customer sign off at the completion of the project

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	National IPA Contract No.: R170502				
2	10.00	GSC-Om-P-1C	1 camera connection	$ 199.33	$ 1,993.30
3	4.00	SQ-SBP300WM1	WALL MOUNT ACCESSORY	$ 50.71	$ 202.84
4	Off Contract/Open Market				

Line	Qty	Part	Description	Unit Price	Extended Price
5	4.00	PNM-9081VQ	Network vandal outdoor Multi-sensor Multi-Directional dome camera, (5MP X 4 sensors) 20MP @ 30fps, motorized vari-focal lens 2.6x (3.6 ~ 9.4mm) (102.5? ~ 38.7?), triple codec H.265/H.264/MJPEG with WiseStream II technology, 120dB WDR, defocus detection, built in analytics, true D/N, 4x SD card, hallway view, HLC, defog detection, DIS(Gyro Sensor), 12VDC/HPoE (Power adaptor is included), IP66/IK10, -40°C ~ +55°C (-40°F ~ +131°F)	$ 2,378.57	$ 9,514.28
6	4.00	SMG-SBP317HM	Large Cap adaptor for the Multi-Directi	$ 48.01	$ 192.04
7	3.00	Z4-0885001	P3227-LV 5MP 3.5-10MM IR WDR	$ 730.54	$ 2,191.62
8	1.00	Z4-0886001	P3227-LVE 5MP 3.5-10MM IR WDR	$ 841.65	$ 841.65
9	3.00	5566030	23-4P Unshielded Solid Plenum Cat6 Yellow-Jacket	$ 381.54	$ 1,144.62
10	Labor was Quoted IAW National IPA Contract No.: R170502				

Equipment Total	$ 16,080.35
Total Labor	$ 6,294.85
Other Costs	$ 0.00
Freight/Warranty	$ 567.97
Tax if applicable	$ 0.00
Total Project Price	$ 22,943.17

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Customer to provide static IP addresses and network connections at panel locations.
5. Customer to provide a secured staging & storage area for project related materials.
6. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
7. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergint Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
8. Proposal does not include sales tax unless otherwise noted.
9. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
10. Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
11. No permits are required on this project.
12. The National IPA agreement is our purchasing agent for this project and referenced to as Contract Documents.

Performance Items

Items Included	
Installation of CCTV Cameras	Installation of Network Cabling to IP Cameras
Loading Software on Customer Provided Computer	Material (listed in the BOM)
One-Year Warranty on Labor	One-Year Warranty on Parts
Owner to Provide Static IP Addresses	Owner Training
Project Management	System Programming
Testing of all Proposed Devices	Wire

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of Conduit, Boxes and Fittings	Installation of Control Equipment Enclosures
Installation of Control Panels	Installation of Intercom Systems
Installation of Intrusion Panels	Installation of Low Voltage Wire
Installation of Network Cabling to Card Readers	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Low Voltage Permits	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergint
Servers by Others	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	System Meets Plans/Drawings
Terminal Cabinets	Termination of Control Equipment Enclosures
Vertical Core Drilling	Workstations by Convergint
Workstations by Others	

Total Project Investment: **$ 22,943.17**

Thank you for considering Convergint Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Krehl Hill
Convergint Technologies
Krehl Hill

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Colt Stratton	January 16, 2019
Customer Name (Printed)	Date
Authorized Signature	Title

Throughout t this Installation Proposal, the term, "Convergint" refers to the Convergint Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergint Technologies LLC" or "Convergint Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergint and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergint and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the facility which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint; and
d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergint is first notified of the emergency or failure and until such time that

Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergint, Convergint shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergint provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

a. That Work performed under this Agreement will be of good quality;
b. That all equipment will be new unless otherwise required or permitted by this Agreement;
c. That the Work will be free from defects not inherent in the quality required or permitted; and
d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint. Upon request of Customer, Convergint will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergint, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergint. If Customer orders any additional work or causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence /aggregate
Commercial General Liability	$1,000,000 per occurrence/aggregate
	$2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergint hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint, pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint, or c) Convergint's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILTY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergint is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergint. Convergint shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergint.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing the Work. Convergint agrees to comply with all reporting requirements imposed by law or this Agreement. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning work.

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergint.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

DRAFT

Agenda Item Number : 2e

Request For Council Action

Date Submitted	03/20/2019 09:22 AM
Proposed City Council Date	04/04/2019
Applicant	Shane McAffee
Subject	Consider approval of a Landscape Maintenance Agreement with UDOT for the Bluff Street / Sunset intersection area.
Background	As part of the Bluff Street improvement project the City and UDOT desired pedestrian and landscaping improvements. This required that the City of St. George would agree to maintain the improvements.
Proposed Resolution	Approve maintenance agreement with UDOT
Cost	$Undetermined, will be part of annual parks budget.
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Shane McAffee
File Attachments	10783sr-18landscapemaintenanceagreement032019092205.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

State of Utah
Department of Transportation

Landscape Maintenance Agreement	Project Description: SR-18 Widen to 7 lane section Local Agency: St. George City	Estimated value of scope of work
Pin: 10783 Job/ Project: SR-18 St. George Blvd to Sunset Blvd		Date Executed 3/14/2019

THIS AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"UDOT"**, and **CITY OF** St. George City **OR ITS ASSIGNS**, a Municipal Corporation of the State of Utah, hereinafter referred to as the **"CITY."**

RECITALS

WHEREAS, **UDOT** has right-of-way on SR-18 appropriate for the use of landscaping improvements to which the **CITY** wishes to maintain landscape features along SR-18 at St. George Blvd and Bluff Street intersection and MP 3 to MP 4. in St. George City, Washington County, Utah; and

WHEREAS, the parties hereto desire to enter into a maintenance agreement covering the landscaped portion of the said facilities as shown on the attached plans which by these references are made a part hereof; and

WHEREAS, this Agreement is made to set forth the terms and conditions where under said work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. **UDOT** will allow the **CITY** access on State right-of-way on SR-18 at the Bluff St and St. George Blvd intersection and approximately MP 3 to MP 4. in St. George City; including the roundabouts, gore and adjacent areas, for the sole purpose of maintaining landscape features (i.e. pruning, mowing, replacing plant material, repair of irrigation systems, decorative stone, erosion control, weed control, litter control).

II. The **CITY** or its assigns will have access rights to provide routine care and maintenance of said facilities within **UDOT** right-of-way as long as work is outside the safety zone (i.e. Project Site Clear Zone 14 feet as Measured from Painted White Line on Mainline and Painted White Line on Ramps). All work within the right of way requires approved DOT orange clothing or outer wear. Youth volunteer groups between the ages of 16 and 18 are allowed to work within the right of way when adult supervision is provided. Youth under the age of 16 is not permitted to work within the right of way.

III. Any work within the safety zone will be allowed provided traffic control is implemented according to the MUTCD guidelines. If work will require that lane(s) of traffic will be impacted, the **CITY** must obtain a permit from **UDOT** for approval of the traffic control plan in accordance with the MUTCD and applicable rules.

IV. The **CITY** will establish and maintain the trees, shrubs, and irrigation system during the term of this Agreement. If the trees or shrubs fail to survive, the **CITY** will replant and establish plant materials. The **CITY** accepts maintenance responsibility for all systems of the project including the clearing of debris, weed control, trash and maintaining drainage.

V. **UDOT** will remain the owner of the real property on which said landscape facilities are installed. Any significant changes to the landscaped areas will be reviewed and approved by **UDOT** before work may begin.

a. If UDOT decides to use the right-of-way for any of its projects, the CITY shall remove and/or relocate the landscaping improvements at the CITY's expense and UDOT will not replace or reimburse the CITY for the improvements.

VI. Initial term of this Agreement will be ten (10) years; then at the end of the ten (10) year period it will be automatically renewed by five (5) year increments unless written notice of termination is given to **UDOT** by the **CITY** at least thirty (30) days prior to expiration of the current term.

VII. After thirty (30) days of receipt of written notice to terminate the Agreement of one party to the other party, this Agreement will become null and void. If at such time and if required by **UDOT**, the **CITY** will restore the areas of landscape to **UDOT** standards or pay **UDOT** to perform this work.

VIII. The **CITY** and **UDOT** are both governmental entities as defined in the Utah Governmental Immunity Act (the "Act"). Nothing in this Landscape Maintenance Agreement shall be deemed as a waiver by either or both parties of any defenses or protections provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. The **CITY** agrees to indemnify, save harmless, and release **UDOT** from and against any and all loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement, or which damages, injuries, liability, suits, claims and proceedings, including but not limited to, vehicle damage and/or personal injury as a result of crashes caused in whole or in part by **CITY's** employees, officers, agents, and contractors, or by improper traffic control that are caused in whole or in part by the **CITY's** acts, omissions, failure to act, or negligence of the **CITY's** officers, agents, contractors, or employees, except where the claim arises out of the sole negligence of **UDOT**. This provision shall survive the termination of this Agreement. **CITY** shall indemnify **UDOT** for any losses, damages, injury, liability, claims, suits and proceedings arising out of the landscaping features installed by the **CITY** within **UDOT**'s right-of-way.

IX. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

X. This Agreement may be executed in counterparts by the parties.

XI. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between the **CITY** and **UDOT**.

XII. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.

XIII. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

St. George City				**Utah Department of Transportation**			
By		Date		By	Chris Hall	Date	
Signature of Official				[UDOT Project Manager			
By		Date		By		Date	
Signature of additional official if required				Region Director			
By		Date		By		Date	
Signature of additional official if required				Comptrollers Office			

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	CONT	QTY
	CL	CHILOPSIS LINEARIS 'BURGUNDY LACE' (MULTI-STEMMED)	BURGANDY LACE DESERT WILLOW	24" BOX	22
	CT	CHITALPA TASHKENTENSIS	CHITALPA	24" BOX	9
	FV	FRAXINUS VELUTINA	ARIZONA ASH	24" BOX	4
	LW	LAGERSTROEMIA INDICA 'WATERMELON RED'	WATERMELON RED CRAPE MYRTLE	24" BOX	11
	PE	PINUS ELDARICA	MONDEL PINE	24" BOX	5
	PR	PISTACIA CHINENSIS 'RED PUSH'	RED PUSH CHINESE PISTACHE	24" BOX	16
	PG	PROSOPIS GLANDULOSA 'MAVERICK'	MAVERICK MESQUITE	24" BOX	23
	QV	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	24" BOX	12
	VA	VITEX AGNUS-CASTUS	CHASTE TREE	24" BOX	14

SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	CONT	QTY
	DF	DALEA FRUTESCENS 'SIERRA NEGRA'	BLACK PRAIRIE CLOVER	5 GAL	87
	DW	DASYLIRION WHEELERI	GREY DESERT SPOON	5 GAL	65
	HP	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	90
	LC	LEUCOPHYLLUM FRUTESCENS 'COMPACTA'	GRAY CLOUD TEXAS RANGER	5 GAL	106
	LF	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'	GREEN CLOUD TEXAS RANGER	5 GAL	64
	NO	NERIUM OLEANDER 'PETITE RED'	DWARF RED OLEANDER	5 GAL	63
	PA	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	5 GAL	37
	RO	ROSMARINUS OFFICINALIS 'PROSTRATUS'	CREEPING ROSEMARY	5 GAL	96
	YB	YUCCA BACCATA	BANANA YUCCA	5 GAL	119
	YR	YUCCA RECURVIFOLIA	WEEPING YUCCA	5 GAL	61

PERENNIALS/DECORATIVE GRASSES	CODE	BOTANICAL NAME	COMMON NAME	CONT	QTY
	BM	BAILEYA MULTIRADIATA	DESERT MARIGOLD	1 GAL	97
	CM	CHRYSACTINIA MEXICANA	DESERT DAISY	1 GAL	132
	GS	GAURA LINDHEIMERI 'SISKIYOU PINK'	SISKIYOU PINK GAURA	5 GAL	132
	MR	MUHLENBERGIA CAPILLARIS 'REGAL MIST' TM	MUHLY	5 GAL	237
	PP	PENSTEMON EATONII	FIRECRACKER PENSTEMON	1 GAL	209

OTHER LANDSCAPE TREATMENTS			UNIT	QTY
	EXISTING LANDSCAPE AREA NOT TO BE IMPACTED		-	-
	RESTORE LANDSCAPE REQ'D		SQ YD	1,518

MATERIALS			UNIT	QTY
	ROCK MULCH TYPE 1 REQ'D	2" D50 SCREENED REBEL RED OR APPROVED EQUAL; 4" DEPTH	SQ YD	7,721
	ROCK MULCH TYPE 2 REQ'D	3/8" MINUS REBEL RED OR APPROVED EQUAL; 2" DEPTH	SQ YD	2,466
	BROADCAST SEEDING REQ'D	SEE SEEDING SCHEDULE	1,000 SQ FT	6
	CONTRACTOR FURNISHED TOPSOIL REQ'D	4" DEPTH	SQ YD	633
	HECP TYPE 1 REQ'D		1,000 SQ FT	6
	LANDSCAPE BOULDER REQ'D	RED SANDSTONE; 50% - 3' DIAMETER MIN., 50% - 5' DIAMETER MIN	EACH	165

GENERAL LANDSCAPING AND PLANTING NOTES:

1. THESE GENERAL NOTES ARE PROVIDED FOR CONVENIENCE ONLY. TECHNICAL SPECIFICATIONS ARE FULLY COVERED IN SECTIONS 02813, 02911, 02912, 02922, 02932.
2. LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
3. SUPPLY ALL PLANT MATERIALS IN THE QUANTITIES AND SIZES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON ALL DRAWINGS.
4. SUPPLY PLANT MATERIAL CONFORMING TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA).
5. BEFORE PLANT IS PLACED IN THE GROUND, ENSURE ROUGH GRADING HAS BEEN FINISHED AND APPROVED BY THE ENGINEER OR LANDSCAPE ARCHITECT.
6. MAINTAIN THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANT'S ORIGINAL GRADE IN ITS CONTAINER (i.E. DO NOT SET ROOT FLAIR OF PLANT BELOW TOP OF FINISHED GRADE).
7. SUPPLY ONLY BALLED AND WRAPPED OR CONTAINER GROWN PLANT AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. REMOVE ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS AT TIME OF PLANTING AND WITH CONTAINER GROWN STOCK, REMOVE THE CONTAINER AND SLICE CONTAINER BALL THE SURFACE IN TWO VERTICAL LOCATIONS.
8. INSTALL PLANTS AS PER DETAILS AND THE CONTRACT SPECIFICATIONS.
9. SET PLUMB ALL PLANTS AND STAKES UNLESS OTHERWISE SPECIFIED.
10. INSTALL PLANTS AT LEAST 24" FROM BACK OF CURB OR SIDEWALK EXCEPT FOR 1 GALLON PLANTS THAT MAY BE INSTALLED AT LEAST 18" FROM BACK OF CURB OR SIDEWALK.
11. WATER PLANTS THOROUGHLY TWICE DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. WATER PLANTS ON A REGULAR SCHEDULE DURING THE FIRST GROWING SEASON.
12. ALL QUANTITIES SHOWN ON THE DRAWINGS ARE FOR CONVENIENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE QUANTITIES.
13. WARRANTY ALL PLANT MATERIAL FOR ONE-YEAR AFTER INSTALLATION.
14. PLANTING AREAS - PROVIDE TOPSOIL AS PER THE CONTRACT SPECIFICATIONS. TOPSOIL IS REQUIRED IN BROADCAST SEEDING AREAS AT A 4" MINIMUM DEPTH. AMENDED TOPSOIL TO BE PLACED IN ALL PLANTING PITS. MODIFY TOPSOIL AND PLANTING PITS PER SPECIFICATIONS.
15. ESTABLISH A FINISH GRADE OF ROCK MULCH 1" BELOW TOP OF CURB. REFER TO SPECIFICATION.
16. MEET CITY OF ST GEORGE STANDARDS FOR ALL WORK AND MATERIALS.
17. KEEP PLANTS AWAY FROM ELECTRICAL EQUIPMENT.

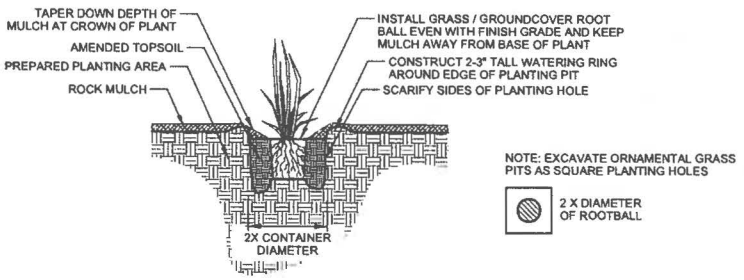
REVISIONS

NO.	DATE	APPROVED BY	REMARKS

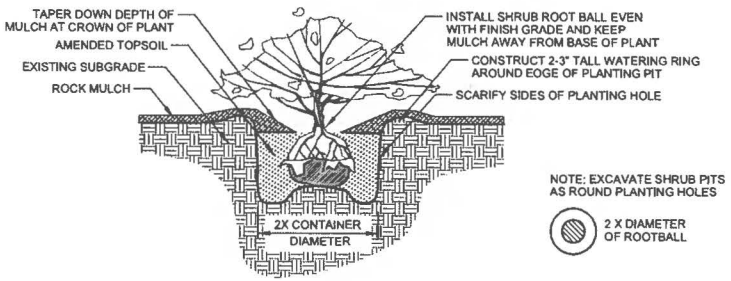
UTAH DEPARTMENT OF TRANSPORTATION
HORROCKS ENGINEERS

DRAWN BY KKH
CHECKED BY RJP
QC
DATE 09/01/17
APPROVED
PROFESSIONAL ENGINEER

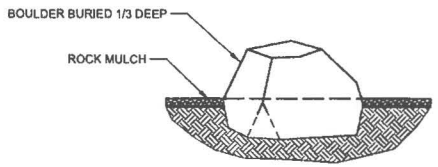
PROJECT SR-18; ST GEORGE BLVD TO SUNSET BLVD
PROJECT NUMBER S-0018(49)2 PIN 10783
LANDSCAPE DETAILS
SHEET NO. LSDT-01



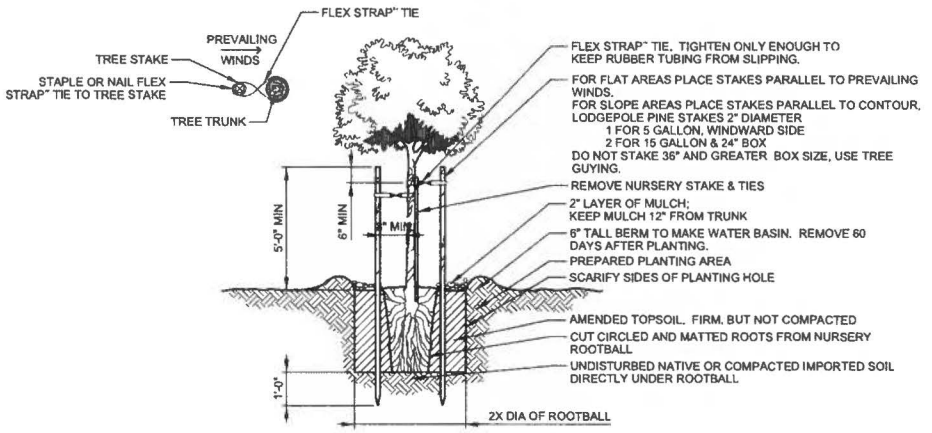
ORNAMENTAL GRASS PLANTING DETAIL



SHRUB PLANTING DETAIL



BOULDER DETAIL



TREE PLANTING DETAIL

REVISIONS

NO	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
HORROCKS ENGINEERS

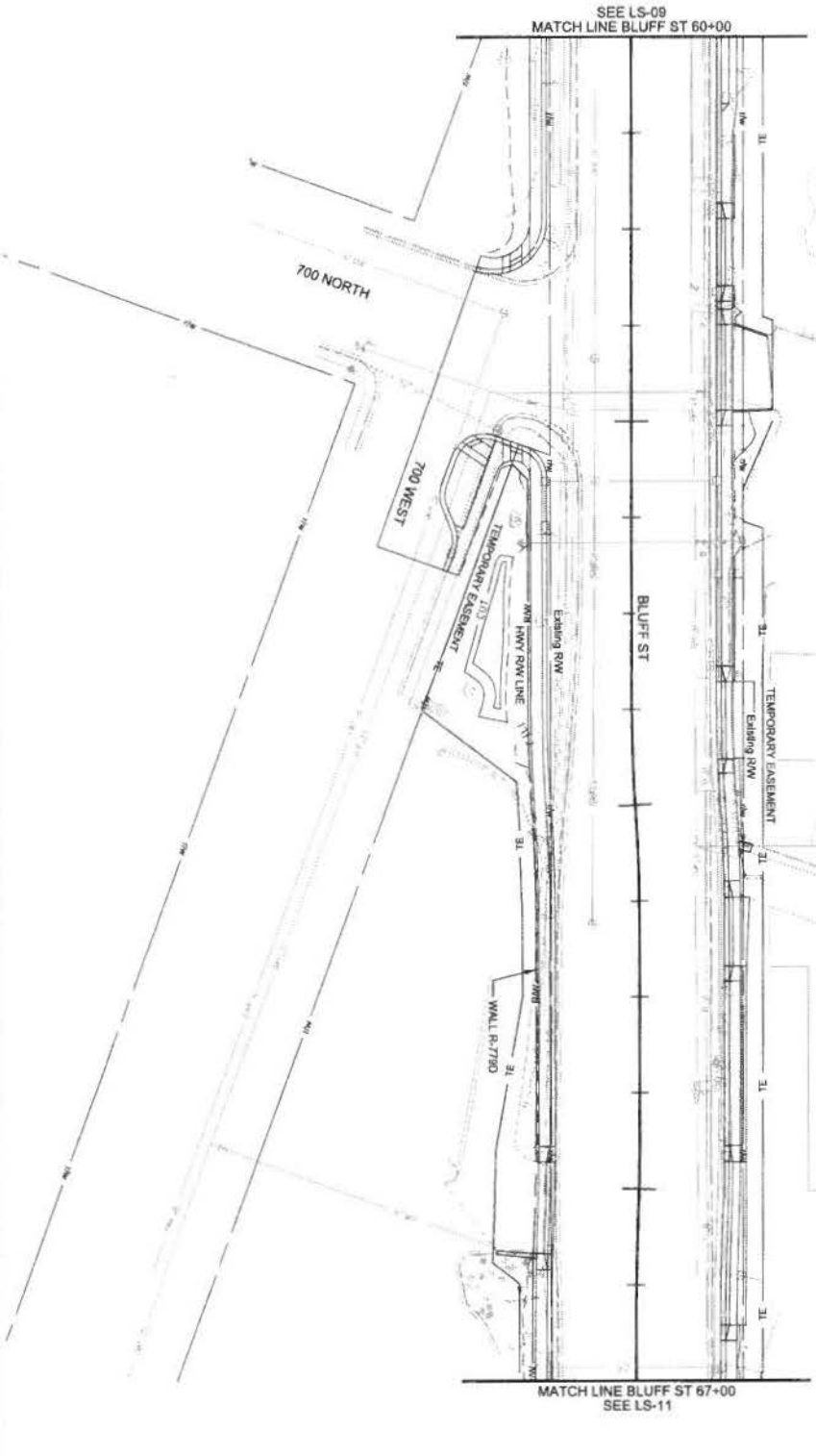
DRAWN BY KKH
QC CHECKED BY RJP

APPROVED
PROFESSIONAL ENGINEER
09/01/17
DATE

PROJECT: SR-18; ST GEORGE BLVD TO SUNSET BLVD
PROJECT NUMBER: S-0018(49)2 PIN 10783

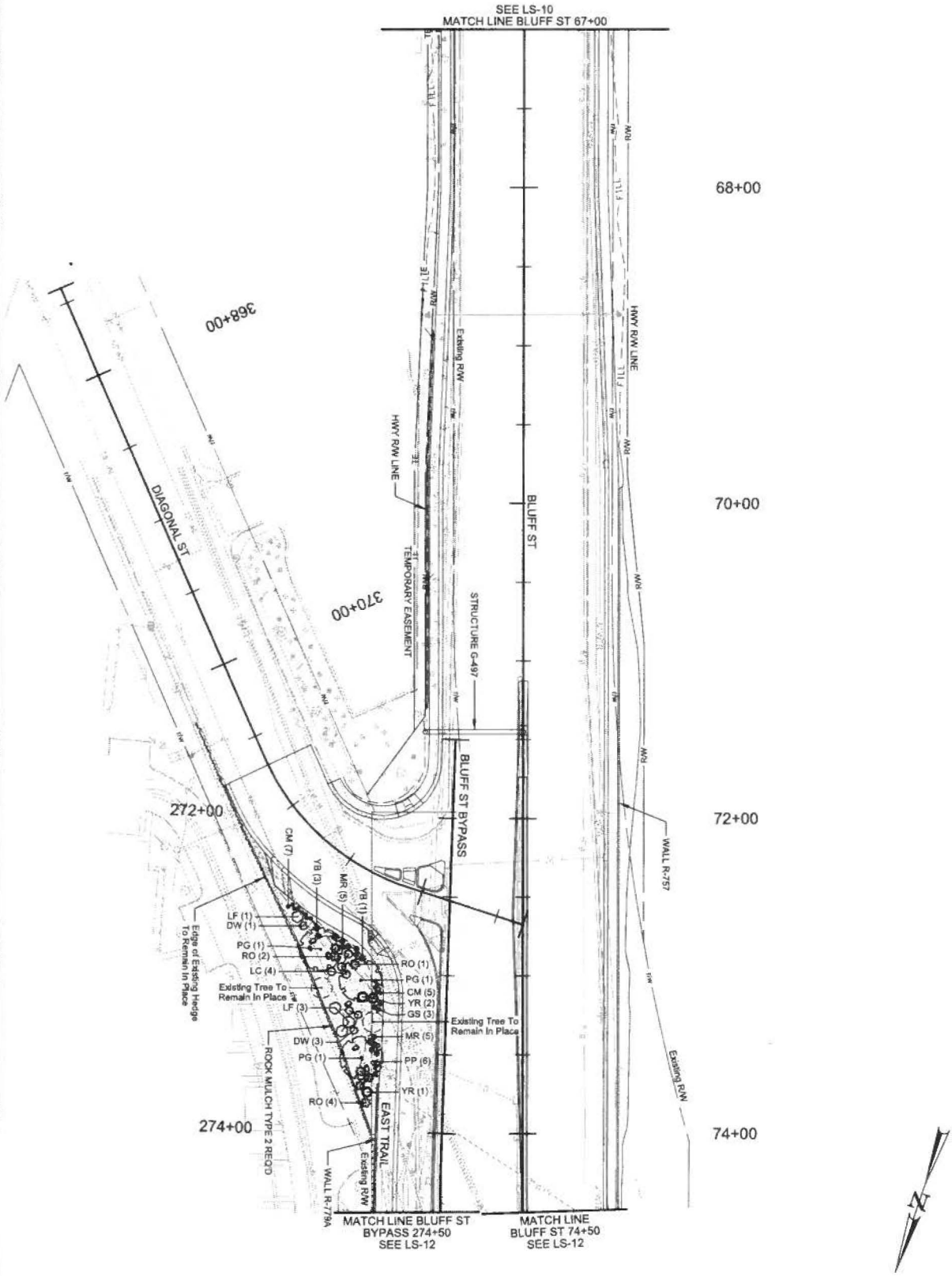
LANDSCAPE DETAILS

SHEET NO. LSDT-02

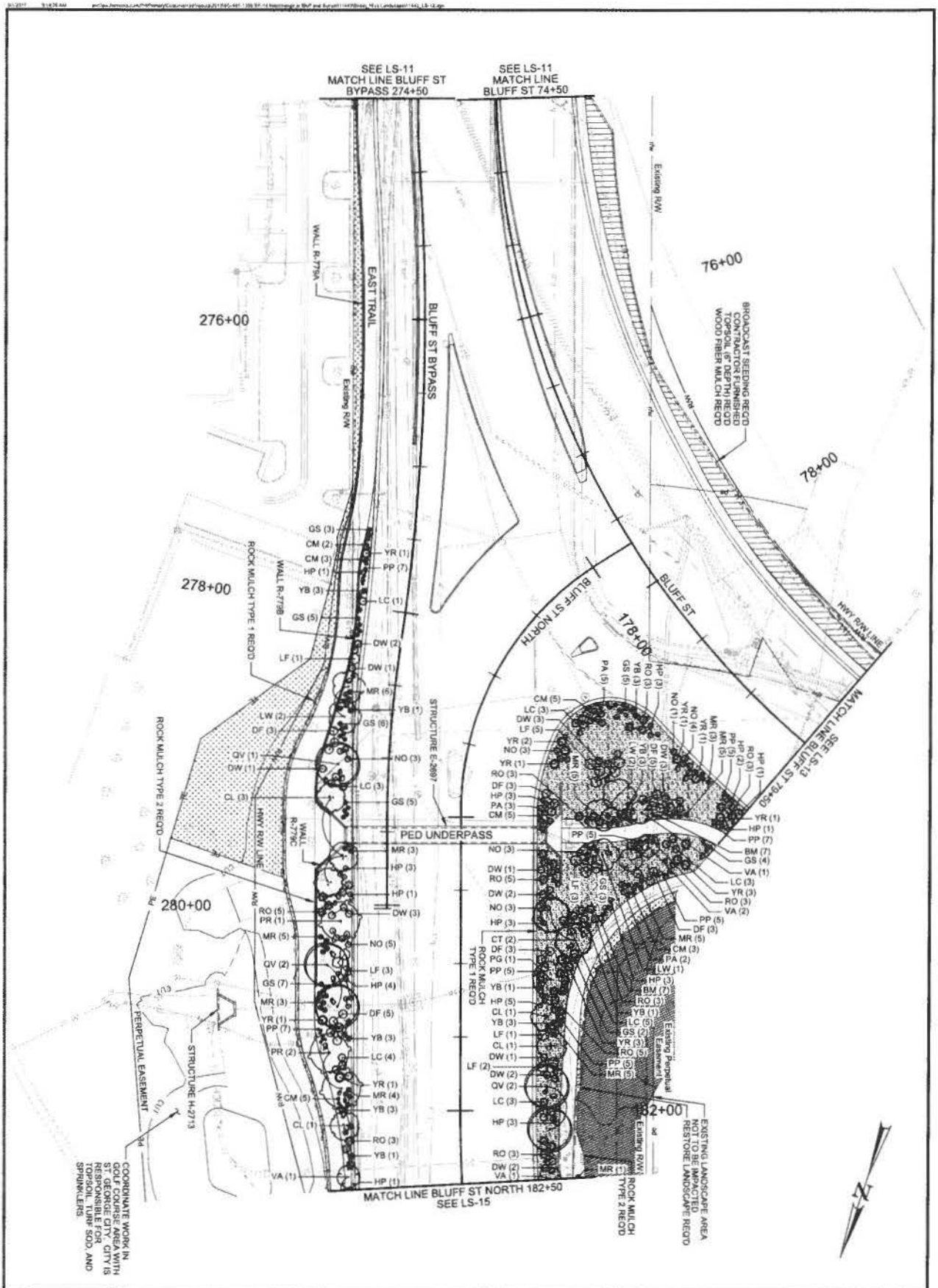


NO LANDSCAPING THIS SHEET

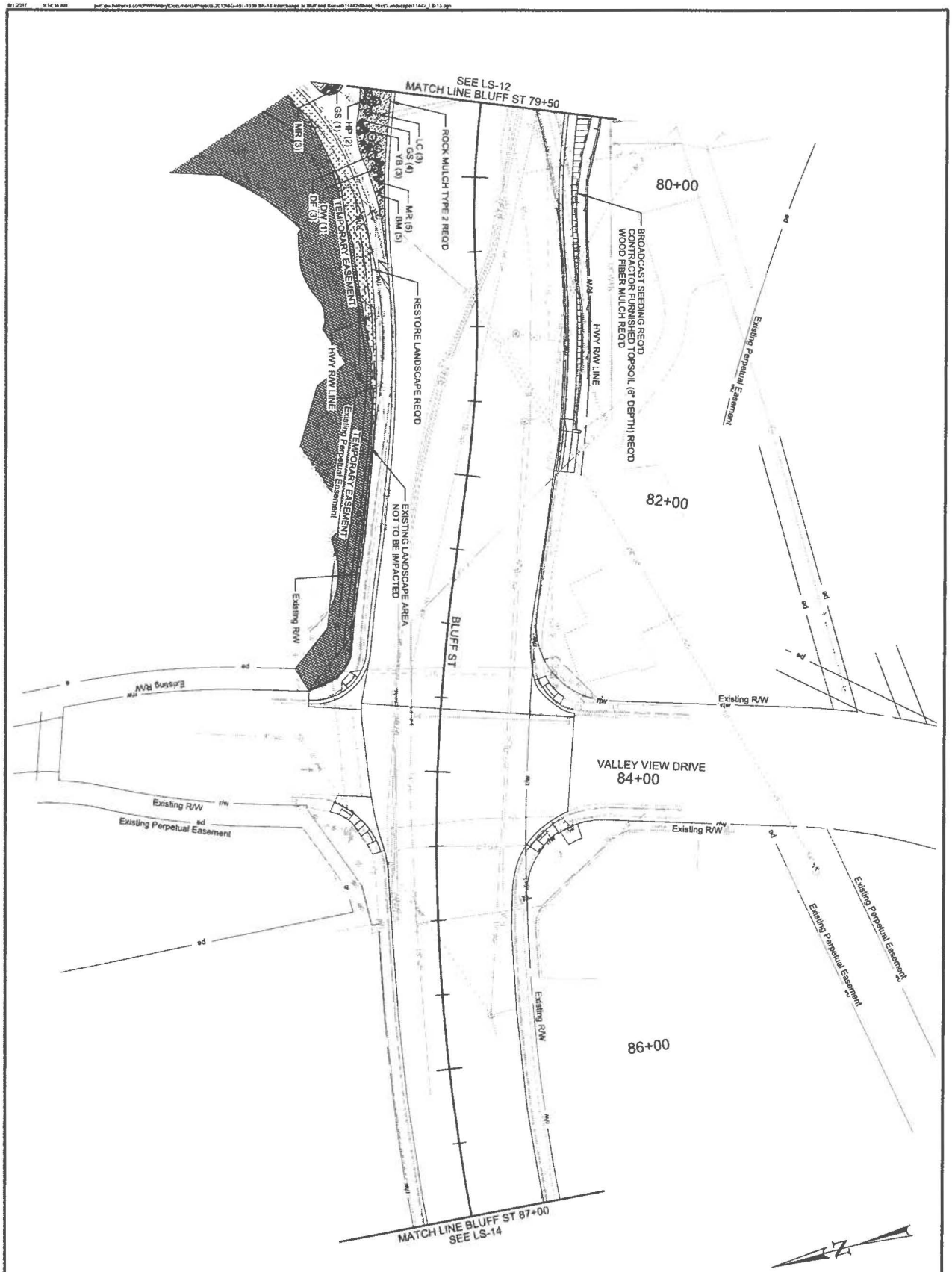
SHEET NO. LS-10	PROJECT	SR-18; ST GEORGE BLVD TO SUNSET BLVD		UTAH DEPARTMENT OF TRANSPORTATION HORROCKS ENGINEERS			REVISIONS
	PROJECT NUMBER	S-0018(49)2	PIN 10783	APPROVED PROFESSIONAL ENGINEER	09/01/17 DATE	DRAWN BY KKH	NO. DATE APPROVED BY REMARKS
		LANDSCAPE				QC CHECKED BY RJP	



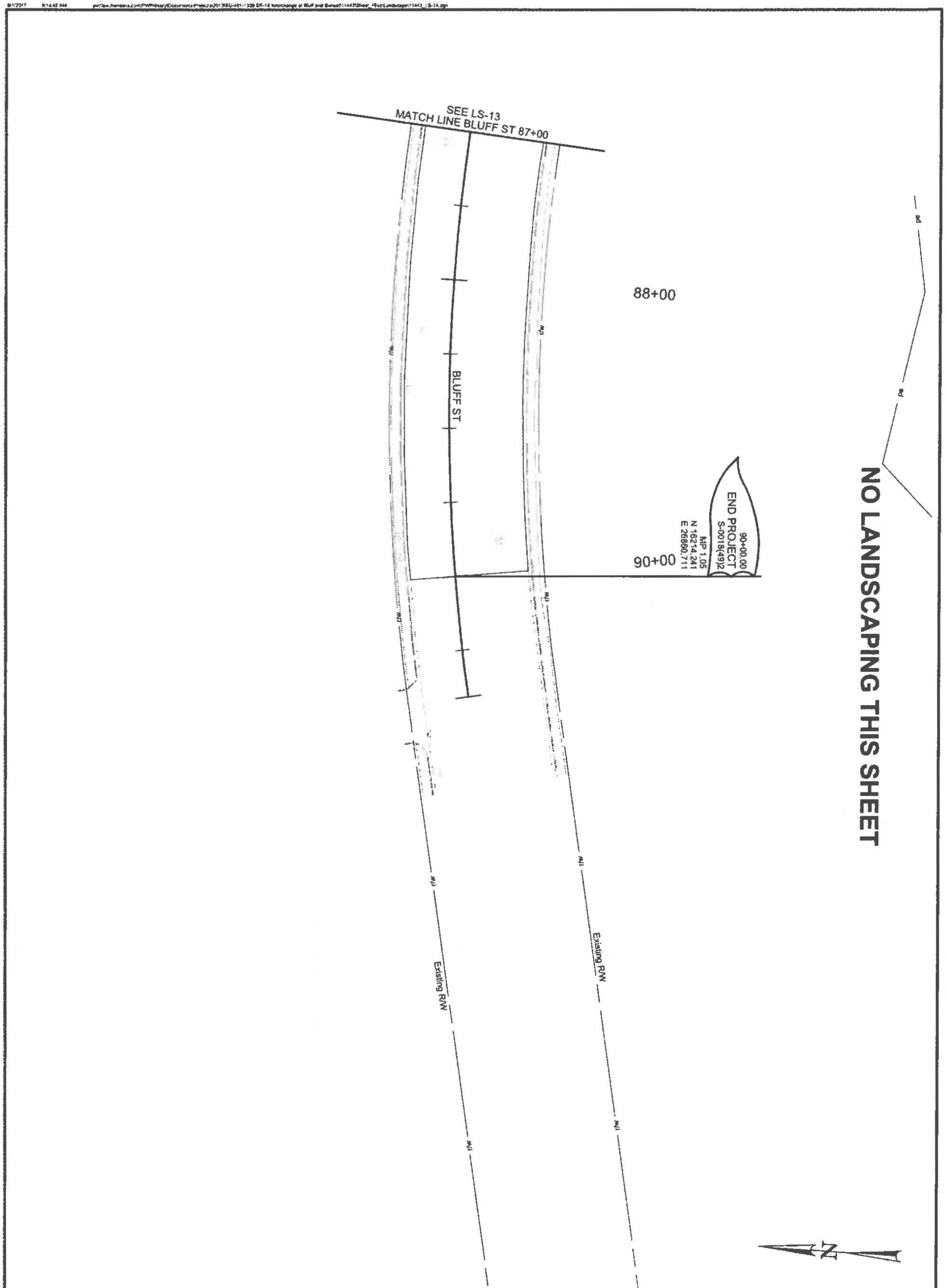
SHEET NO. LS-11	PROJECT	SR-18; ST GEORGE BLVD TO SUNSET BLVD		UTAH DEPARTMENT OF TRANSPORTATION HORROCKS ENGINEERS			REVISIONS		
	PROJECT NUMBER	S-0018(49)2	PIN 10783	APPROVED		DRAWN BY KKH	NO.	DATE	APPROVED BY / REMARKS
	LANDSCAPE			PROFESSIONAL ENGINEER	09/01/17 DATE	QC CHECKED BY RJP			



SHEET NO. LS-12	PROJECT	SR-18; ST GEORGE BLVD TO SUNSET BLVD	**UTAH DEPARTMENT OF TRANSPORTATION** HORROCKS ENGINEERS			REVISIONS	
	PROJECT NUMBER	S-0018(49)2 PIN 10783	APPROVED		DRAWN BY KKH	NO.	DATE
		LANDSCAPE	PROFESSIONAL ENGINEER	09/01/17 DATE	QC CHECKED BY RJP	APPROVED BY	REMARKS

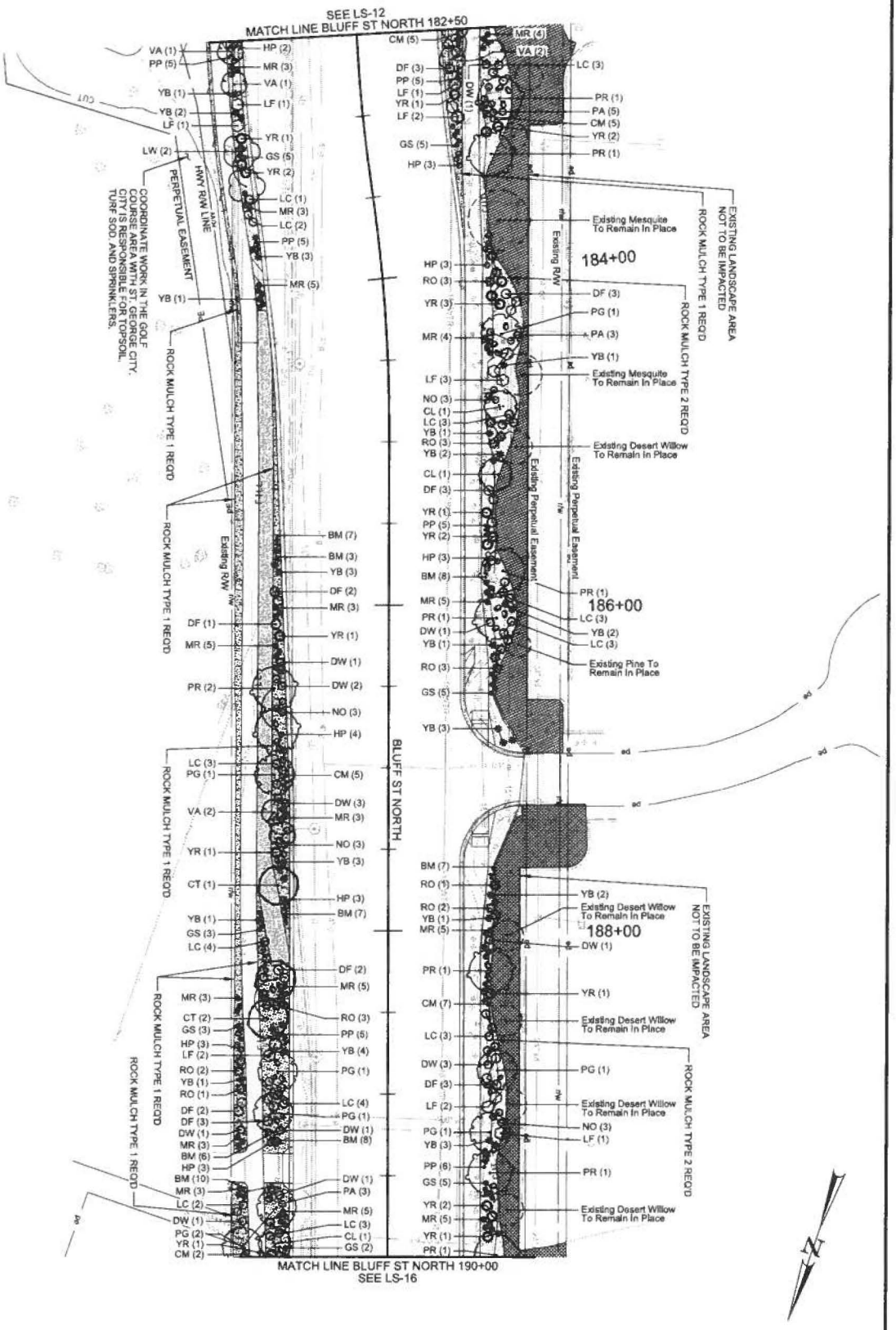


SHEET NO. LS-13	PROJECT	SR-18; ST GEORGE BLVD		UTAH DEPARTMENT OF TRANSPORTATION			REVISIONS		
		TO SUNSET BLVD		HORROCKS ENGINEERS					
	PROJECT NUMBER	S-0018(49)2	PIN 10783	APPROVED		DRAWN BY KKH			
		LANDSCAPE		PROFESSIONAL ENGINEER	09/01/17 DATE	QC CHECKED BY RJP	NO.	DATE	APPROVED BY / REMARKS

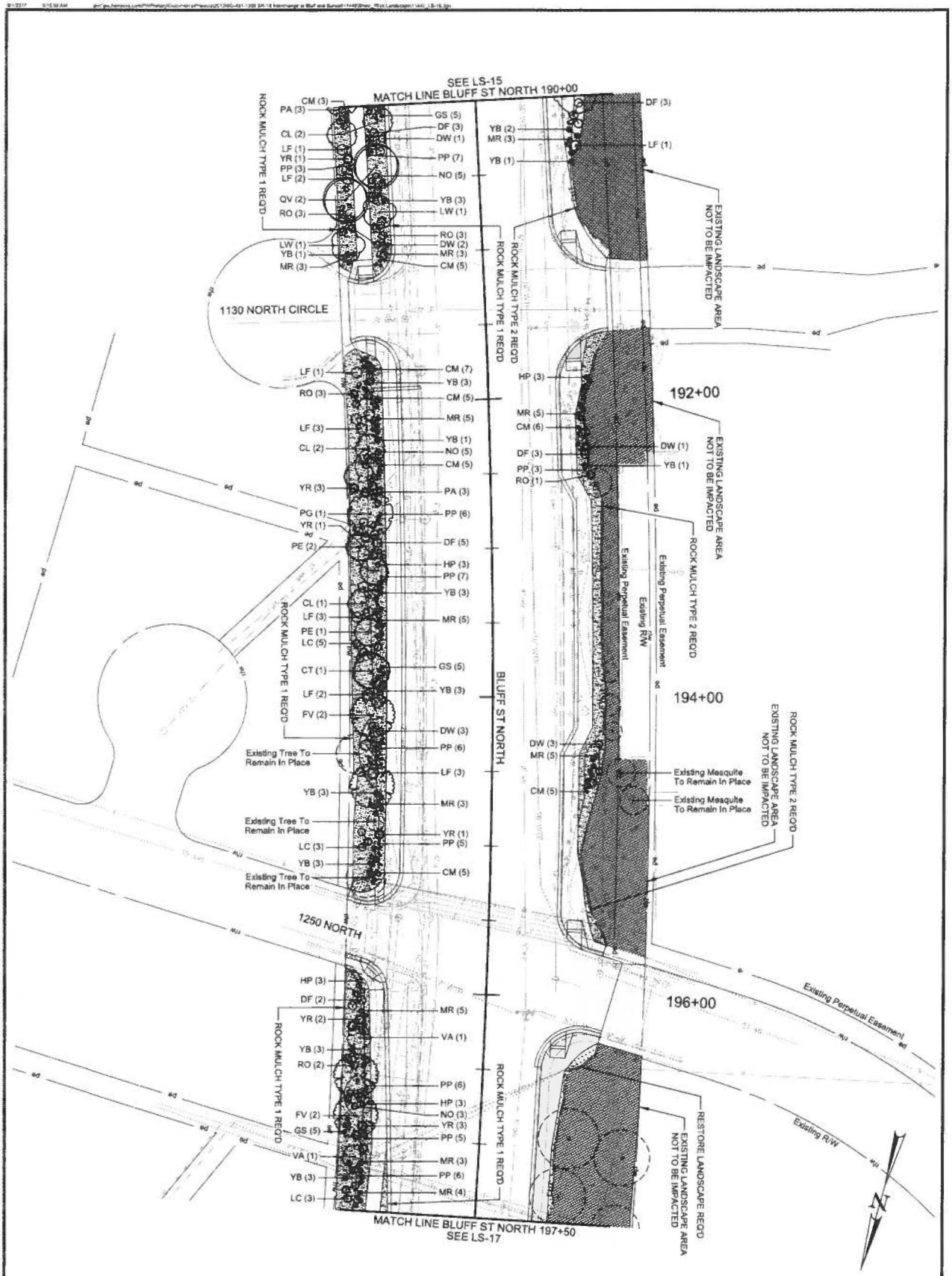


SHEET NO.	PROJECT	SR-18; ST GEORGE BLVD TO SUNSET BLVD			UTAH DEPARTMENT OF TRANSPORTATION HORROCKS ENGINEERS		
LS-14	PROJECT NUMBER	S-0018(49)2	PIN	10783	APPROVED PROFESSIONAL ENGINEER	09/01/17 DATE	DRAWN BY KKH
		LANDSCAPE					QC CHECKED BY RJP

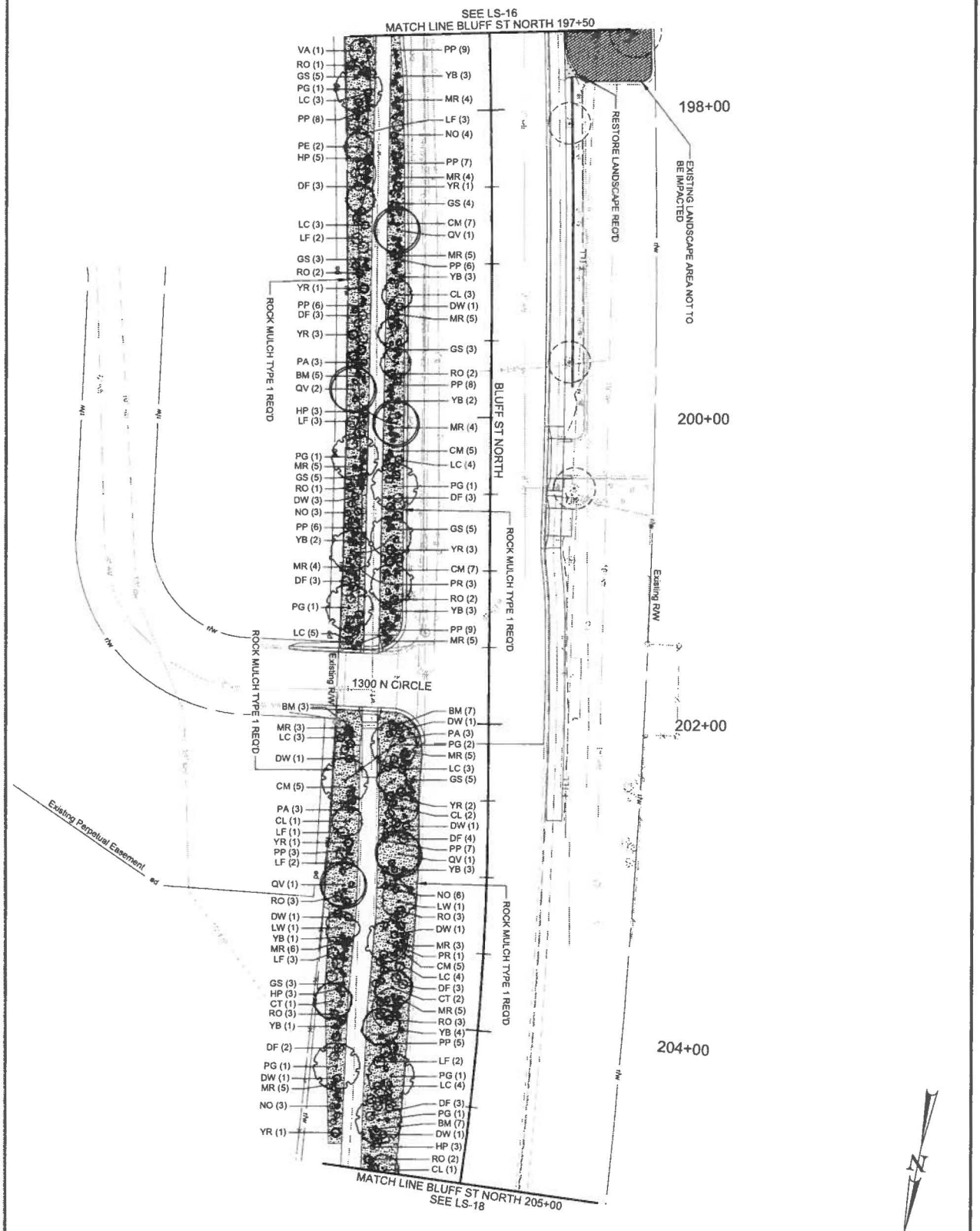
REVISIONS			
NO.	DATE	APPROVED BY	REMARKS



SHEET NO. LS-15	PROJECT	SR-18; ST GEORGE BLVD	**UTAH DEPARTMENT OF TRANSPORTATION**			REVISIONS	
		TO SUNSET BLVD	HORROCKS ENGINEERS				
	PROJECT NUMBER	S-0018(49)2 PIN 10783	APPROVED		DRAWN BY KKH		
		LANDSCAPE	PROFESSIONAL ENGINEER	09/01/17 DATE	QC CHECKED BY RJP	NO. DATE APPROVED BY REMARKS	

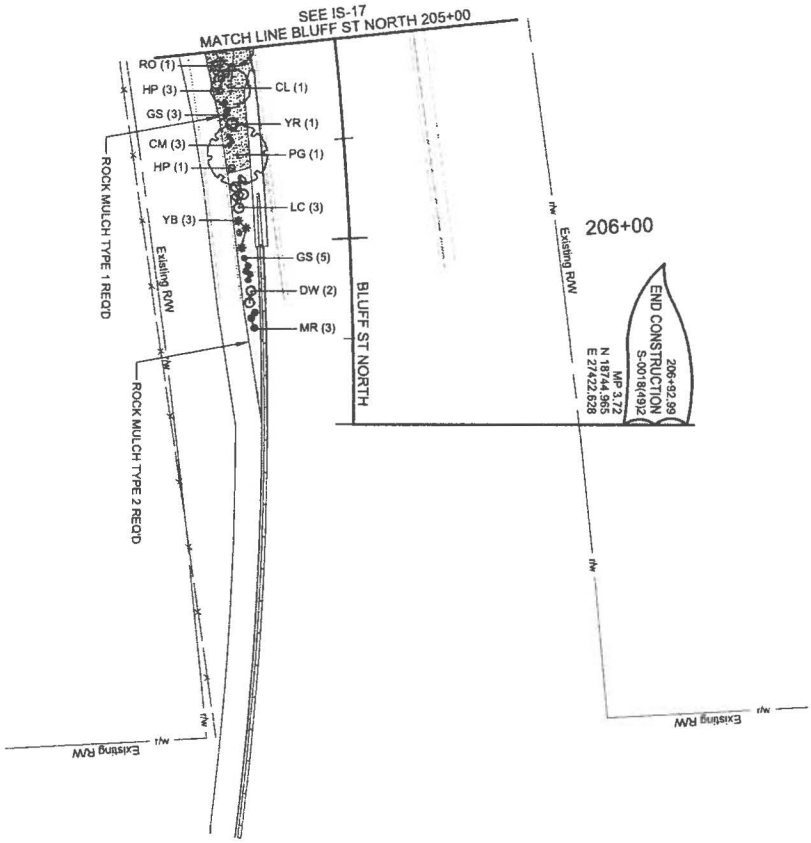


SHEET NO. LS-16	PROJECT	SR-18; ST GEORGE BLVD	**UTAH DEPARTMENT OF TRANSPORTATION**			REVISIONS	
		TO SUNSET BLVD	HORROCKS ENGINEERS				
	PROJECT NUMBER	S-0018(49)2 PIN 10783	APPROVED		DRAWN BY KKH		
		LANDSCAPE	PROFESSIONAL ENGINEER	09/01/17 DATE	QC CHECKED BY RJP	NO. DATE APPROVED BY REMARKS	



SHEET NO. LS-17	PROJECT	SR-18; ST GEORGE BLVD	**UTAH DEPARTMENT OF TRANSPORTATION**			REVISIONS	
		TO SUNSET BLVD	HORROCKS ENGINEERS				
	PROJECT NUMBER	S-0018(49)2 PIN 10783	APPROVED		DRAWN BY KKH		
		LANDSCAPE	PROFESSIONAL ENGINEER	09/01/17 DATE	QC CHECKED BY RJP	NO. DATE APPROVED BY REMARKS	

9/1/2017 9:15:21 AM per="pw:/temporary/Documents/Projects/S0018(49)-1739 SR-18 Interchange at Bluff and Sunset/1144/Sheet_Files/Landscape/1144_LS-18.dgn



SHEET NO. LS-18	PROJECT	SR-18; ST GEORGE BLVD	UTAH DEPARTMENT OF TRANSPORTATION				REVISIONS		
		TO SUNSET BLVD	HORROCKS ENGINEERS						
	PROJECT NUMBER	S-0018(49)2 PIN 10783	APPROVED		DRAWN BY	KKH			
		LANDSCAPE	PROFESSIONAL ENGINEER	09/01/17 DATE	QC CHECKED BY	RJP	NO.	DATE	APPROVED BY / REMARKS

DRAFT

Agenda Item Number : 2f

Request For Council Action

Date Submitted	03/28/2019 03:32 PM
Proposed City Council Date	04/04/2019
Applicant	David A Cordero
Subject	Consider approval of an agreement with Harmony Public Involvement for Airport Closure Public Relations
Background	The city desires services to be performed by consultant that include: frequent email updates to community members and stakeholders, mayor and city council, creation of runway project logo, creation of retractable banners and stands, development of stakeholder database, creation of tri-fold to hand out at Neighborhood Open Houses and Chamber of Commerce luncheon, creation of project specific Facebook page, photos of construction in progress and final report of PR efforts and successes.
Proposed Resolution	Recommend approval
Cost	$$10,000
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	David A Cordero
File Attachments	harmonypublicinvolvementagreement032819153254.docx
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** $10,000

St.George
THE BRIGHTER SIDE

CITY OF ST. GEORGE SERVICES AGREEMENT
WITH HARMONY PUBLIC INVOLVEMENT **AN INDEPENDENT CONTRACTOR**
FOR AIRPORT CLOSURE PUBLIC RELATIONS

This Agreement is made and entered into this ____ day of _____, 2019, 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 Harmony Public Involvement, with offices at P.O.Box 814, New Harmony, UT 84757 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires services to be performed and has solicited CONSULTANT to provide public relations and communications services including frequent email updates to community members, stakeholds, mayor and city council, creation of runway project logo, creation of retractable banners and stands, development of stakeholder database, creation of tri-fold to hand out at Neighborhood Open Houses and Chamber of Commerce luncheon, creation of project specific Facebook page, photos of construction in progress and final report of PR efforts and successes for the Airport Closure Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal 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 Communications professional. 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.

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 upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. 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 subcontractors 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. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.

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 ten (10) 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. **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.

9. **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.

10. **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 $1,000,000.00 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 $3,000,000.00 Dollars.
   3. Broad form property damage insurance in an amount not less than $300,000.00 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 $3,000,000.00 Dollars for all work performed under this Agreement.
      1. 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 $3,000,000.00 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.

11. **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 CIY 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.

12. **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.

13. **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.

14. **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.

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

16. **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.

17. **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.

18. **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	Harmony Public Involvement P.O. Box 814 New Harmony, UT 84757
Attention:	David Cordero	Attention:	Lisa Beck

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

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

31. **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: Harmony Public Involvement
Jonathan T. Pike, Mayor	Lisa Beck
Attest:	Approved as to form:
Christina Fernandez, City Recorder	Bryan Pack, Assistant City Attorney

Approved as to form by Legal: 7/20/18

DRAFT

Agenda Item Number : 2g

Request For Council Action

Date Submitted	04/01/2019 10:06 AM
Proposed City Council Date	04/04/2019
Applicant	Jay Sandberg
Subject	Consider award of a bid to Geneva Rock Products for the Micro Surfacing Project.
Background	Micro-surfacing is a slurry seal type material that has advanced additives that make it more durable and suitable for higher traffic streets. Two formal bids were received.
Proposed Resolution	Staff recommends approval
Cost	$29820
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Jay Sandberg
File Attachments	microsurface2018040119100640.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 298,250

Micro Seal

Bid Tabulation

			Geneva Rock		Intermountain Slurry	
	Bid Quantity	Unit	Unit Cost	Total	Unit Cost	Total
Mobilization	1	LS	60,000	60,000	40,000	40,000
Tabs	1	LS	2,500	2,500	4,000	4,000
Micro Surfacing	75,000	SY	2.97	222,750	3.30	247,500
Traffic Control	1	LS	13,000.00	13,000	27,000.00	27,000
				298,250		318,500

DRAFT

Agenda Item Number : 03

Request For Council Action

Date Submitted 03/29/2019 03:50 PM

Proposed City Council Date 04/04/2019

Applicant Steve Larson

Subject Consider amending an existing development agreement recorded against two (2) unplatted lots along 1400 East, south of Tamarack Ridge Estates Phase 4 and north of Painted Desert Estates Phase 9.

Background In 2005 a development agreement was recorded against two (2) lots: parcel SG-5-3-5-2306 and SG-5-3-5-23031 to restrict the buildable pad on each lot. The applicant is requesting to amend the "Exhibit B" which illustrates the buildable pad areas. Said lots are south of Tamarack Ridge Estates Phase 4, north of Painted Desert Estates Phase 9 and east of the Bloomington Hills Golf Course.

Proposed Resolution Approval

Cost $

City Manager Recommendation NULL

Action Taken NULL

Requested by Wes Jenkins

File Attachments tamarackridgeestates-citycouncilrequest032919155044.pdf
tamarackridge032919155044.pdf
agreementfor2lotsphase6032919155044.pdf

Approved by Legal Department? Yes

Approved by City Admin Services? NA

Approved in Budget? N/A **Amount:**

Tamarack Ridge Estates

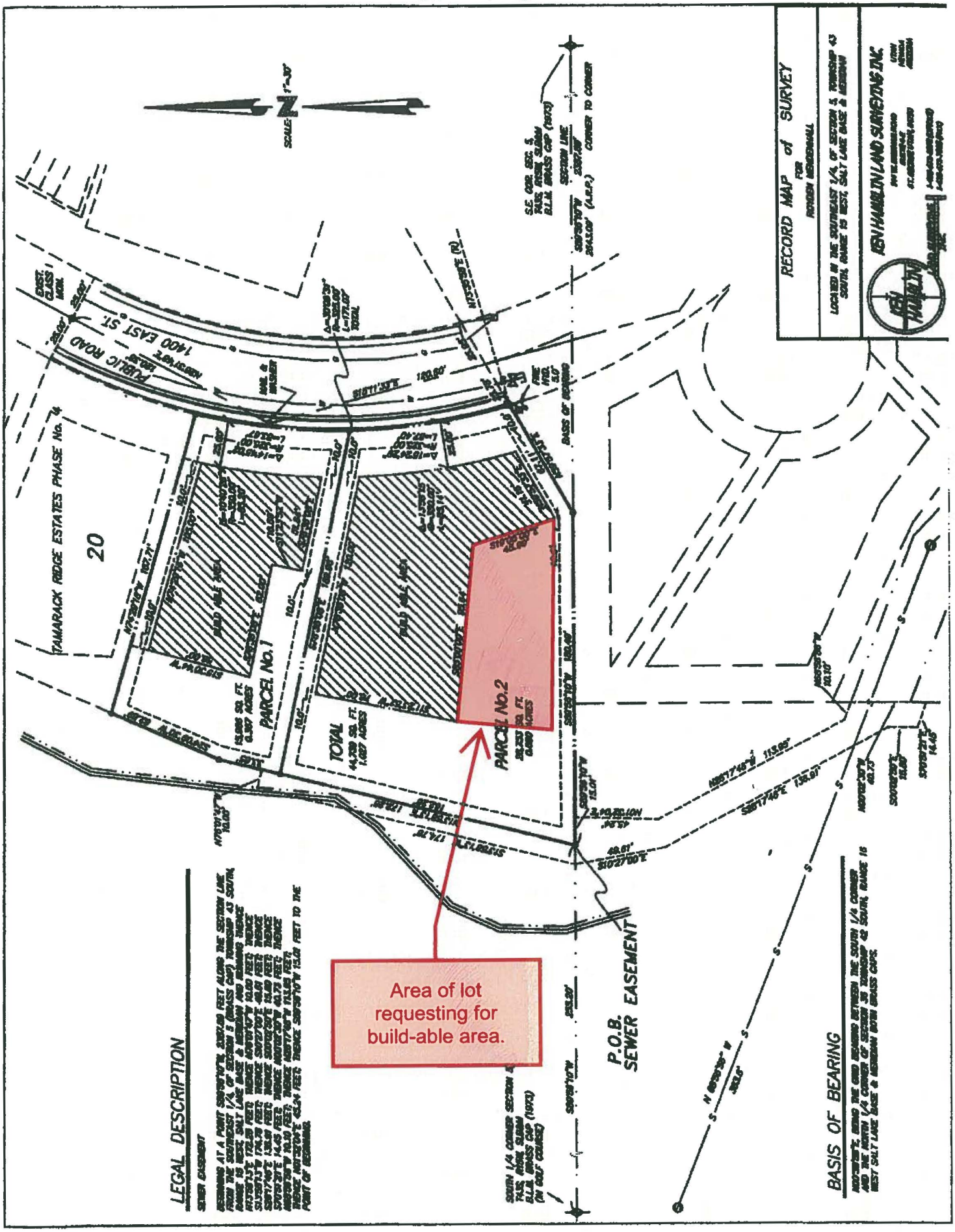
Steve Larson is requesting to expand the build-able area on parcel 2 of Tamarack Ridge Estates. Please see attachments for location and drawing outline of area. It appears in 2005 there was an agreement to leave the small section untouched. However, there seems to be no documentation or minutes for further detail and reasoning. After observation of the property, we're under the impression that it may have changed since the agreement because the current area doesn't appear to hold or offer anything significant. A potential cause for this change (if there has been) could very well be the newer developments/phases that have been constructed bordering the property. A large amount of property has been improved, therefore landscape being dramatically changed. It has been nearly fifteen years since the agreement, giving us reason to believe this request could be fulfilled. A retaining wall would be built along the entire back, improving the lots current state. The plan for the lot would require the area be expanded for better home placement and for this reason we ask for your approval of this request.

Regards,

Steve Larson

Exhibit B

00968001 Bk 1784 Pg 0428




Location of Property
Rough outline of areas developed since agreement
St George golf club
Twin Creeks At Stonebridge
Progressive Contracting
Red Ridge Riding S
FIIZ
Chic Gents
Bar-10 Ranch
Brinkerhoff Large Animal Clinic
Rides
The Church of Jesus Christ of Latter...
River Road
Fort Pierce Dr N
Bloomington Hills Dr
Talus Way
Shelise Dr
2290 S St
2330 S St
2370 S St
2410 S St
2450 S St
E 2420 S Cir
E 2450 S
S 1400 E
S 1950 E
1960 E St
Rustic Dr

Title





Legend

- Parcels

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wilde
- National Park Service
- Shivwits Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

Notes

188.1 0 94.04 188.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

00968001 Bk 1784 Pg 0423
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2005 AUG 30 14:31 PM FEE $.00 BY DME
FOR: ST GEORGE CITY

When Recorded Return to:
City of St. George
Attn.: Leisure Services
175 East 200 North
St. George, Utah 84770

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein "Agreement") is entered into this 2nd day of July, 2005, by and between Royden Mendenhall, and/or assigns (herein "Developer") for the land to be included in or affected by the project located on 1400 East Street, and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City").

RECITALS

WHEREAS, Developer has real property located within the City limits of the City of St. George, Utah, hereinafter "Property". The serial number for the property is SG-5-3-5-23031;

WHEREAS, Developer has requested that the Property be split into two residential building lots;

WHEREAS, Developer has requested that the City grant an easement to provide the two residential building lots sewer;

WHEREAS, Developer has voluntarily represented to the St. George City Council that it will enter into this binding development agreement; and

WHEREAS, Developer is willing to develop the property so as to preserve the rock outcroppings on the site as much as possible and in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives adjacent to City parks and golf courses and is willing to abide by the terms of this Agreement; and

WHEREAS, The City, acting pursuant to its authority under UTAH CODE ANNOTATED § 10-9-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

1. **Affected Property**. The legal description of the Property is as follows:

See attached Exhibit "A".

No additional property may be added to this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that unless expressly stated otherwise nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees and compliance with the City's design and construction standards.

4. **Parties Obligations**. The parties shall do the following:

A. **Developer**: The Developer shall develop the Property as follows to preserve the rock outcroppings as much as possible;

i. The sewer to the two lots will be shared and shall be directed across the back property line and then along the shared property line to a point where the sewer line will stub to each of the residential lots; and

ii. the building pad areas on the residential lots shall be consistent with the attached drawing and development of the residential lots and the residences themselves shall be made in a manner to preserve the rock outcroppings. (See attached Exhibit "B").

B. **City**: The City shall execute a sewer easement consistent with the attached Exhibit C.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Waiver**. Nothing in this Agreement is intended to, or shall be deemed to, constitute

Unofficial Copy

approval of the improvements or a waiver of any City approval, permit, procedure, ordinance rule, regulation or standard with regard to the design and construction of the Property.

7. **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

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

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

10. **Merger**. This Agreement survives the execution and recording of the sewer easement.

11. **Notices**. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

Royden Mendenhall
44 West Broadway #1106S
Salt Lake City, Utah 84101

City of St. George
Attn: Leisure Services Department
175 East 200 North
St. George, UT 84770

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

12. **Law**. Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah.

13. **Court Costs**. In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

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

Unofficial Copy

CITY OF ST. GEORGE

Daniel D. McArthur, Mayor

Ray Cragun, City Recorder

ROYDEN MENDENHALL

Royden Mendenhall

STATE OF UTAH)
ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 3rd day of ~~July~~ Aug., 2005, by Royden Mendenhall.

Notary Public

NOTARY PUBLIC
BERONICA FERDINANDO
175 E 200 N
ST. GEORGE, UT 84770
MY COMM EXP 03-06-08
STATE OF UTAH

Unofficial Copy

EXHIBIT "A"

00968001 Bk 1784 Pg 0427

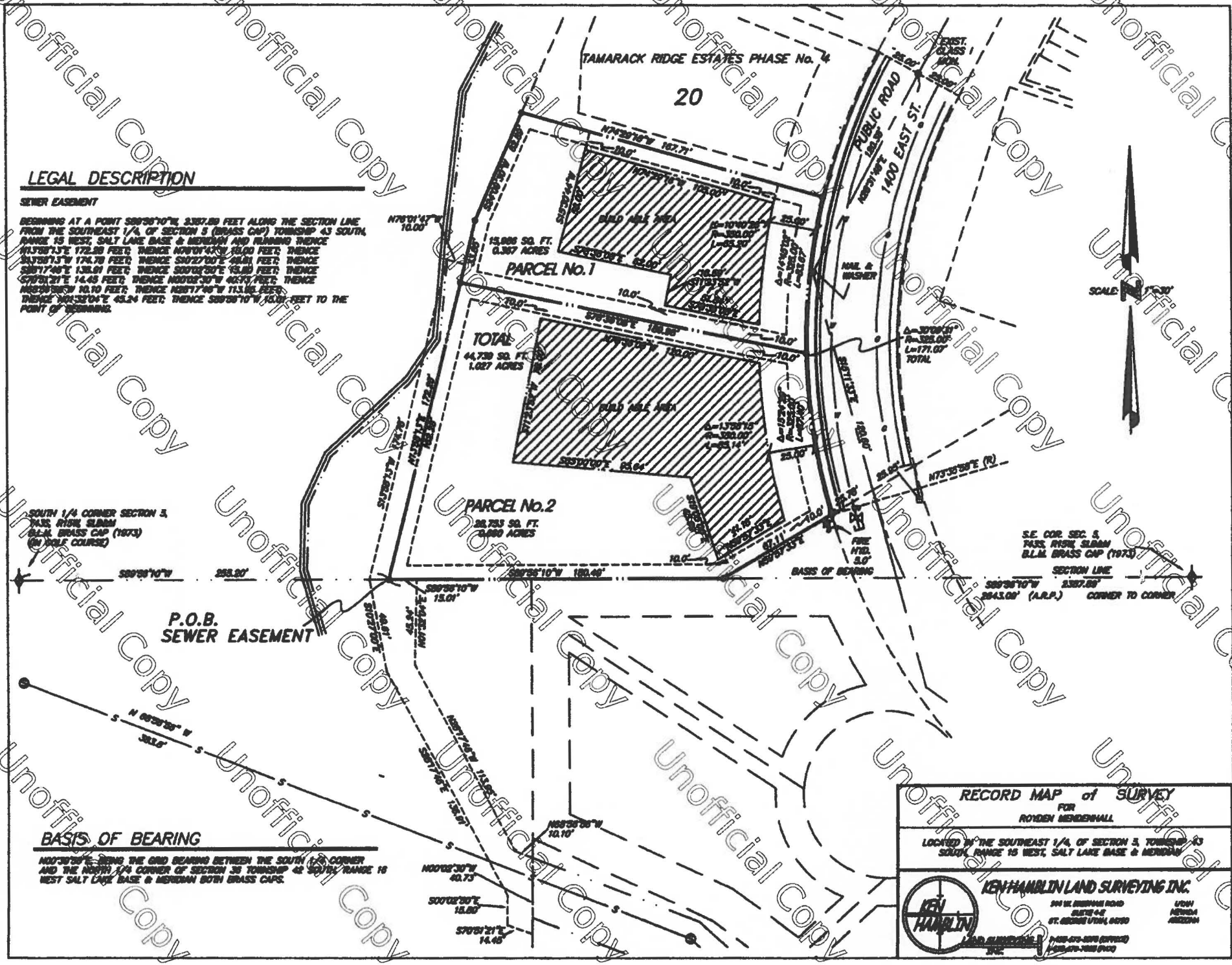
PARCEL No.1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4, OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN & BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT S89°56'10"W, 2387.89 FEET ALONG THE SECTION LINE AND N13°58'13"E, 196.13 FEET FROM THE SOUTHEAST 1/4, OF SAID SECTION 5 (BRASS CAP) AND RUNNING THENCE N13°58'13"E 33.85 FEET; THENCE N24°09'30"E 62.89 FEET TO THE SOUTHWESTERLY CORNER OF LOT 20 OF THE TAMARACK RIDGE ESTATES PHASE 4 AS RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE; THENCE S74°29'16"E 167.71 FEET ALONG THE LOT LINE TO THE SOUTHEASTERLY CORNER OF SAID LOT 20 AND THE WESTERLY RIGHT OF WAY LINE OF 1400 EAST STREET (PUBLIC ROAD) AND A POINT ON A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE AND 1400 EAST STREET, 83.67 FEET, WITH A RADIUS OF 325.00 FEET, WITH A DELTA ANGLE OF 14°45'02", S76°14'31"E BEARING TO THE RADIUS POINT; THENCE N78°36'08"W 189.98 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL CONTAINS 15,986 SQUARE FEET, OR 0.367 ACRES MORE OR LESS.

PARCEL No.2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4, OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN & BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT S89°56'10"W, 2387.89 FEET ALONG THE SECTION LINE AND N13°58'13"E, 196.13 FEET FROM THE SOUTHEAST 1/4, OF SAID SECTION 5 (BRASS CAP) AND RUNNING THENCE S78°36'08"E 189.98 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1400 EAST STREET (PUBLIC ROAD) AS DEDICATED WITH THE TAMARACK RIDGE ESTATES PHASE 4 SUBDIVISION AND A POINT ON A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE AND 1400 EAST STREET 87.40 FEET, WITH A RADIUS OF 325.00 FEET, WITH A DELTA ANGLE OF 15°24'29", N89°00'27"E BEARING TO THE RADIUS POINT; THENCE S59°57'33"W 67.11 FEET TO THE SOUTH LINE OF SAID SECTION 5; THENCE S89°56'10"W 180.49 FEET ALONG THE SECTION LINE; THENCE N13°58'13"E 162.28 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL CONTAINS 28,753 SQUARE FEET, OR 0.660 ACRES MORE OR LESS.

Unofficial Copy



LEGAL DESCRIPTION

SEWER EASEMENT

BEGINNING AT A POINT S89°38'10"W, 2,387.89 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST 1/4, OF SECTION 5 (BRASS CAP) TOWNSHIP 4.5 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE N13°58'13"E 172.28 FEET; THENCE N76°01'47"W 10.00 FEET; THENCE S13°58'13"W 174.78 FEET; THENCE S10°27'00"E 48.81 FEET; THENCE S89°17'46"E 138.81 FEET; THENCE S00°08'30"E 15.80 FEET; THENCE S70°01'21"E 14.45 FEET; THENCE N00°08'30"W 40.73 FEET; THENCE N89°38'38"W 10.10 FEET; THENCE N89°17'46"W 113.95 FEET; THENCE N01°38'04"E 45.24 FEET; THENCE S89°38'10"W 15.01 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

N00°38'38"E, BEING THE GRID BEARING BETWEEN THE SOUTH 1/4 CORNER AND THE NORTH 1/4 CORNER OF SECTION 36 TOWNSHIP 4S SOUTH, RANGE 16 WEST SALT LAKE BASE & MERIDIAN BOTH BRASS CAPS.

RECORD MAP of SURVEY

FOR
ROYDEN MENDENHALL

LOCATED IN THE SOUTHEAST 1/4, OF SECTION 5, TOWNSHIP 4.5 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN

KEN HAMBLIN LAND SURVEYING INC.
591 W. RIVERSIDE ROAD SUITE 4-E ST. GEORGE UTAH, 84770
UTAH NEVADA ARIZONA
(435) 673-3576 (OFFICE) (435) 673-7686 (FAX)

Exhibit B

00968001 Bk 1784 Pg 0428

Unofficial Copy

EXHIBIT C

WHEN RECORDED
Return to:
City of St. George
175 East 200 North
St. George, UT 84770

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to the City of St. George, hereinafter referred to as "GRANTOR", by Royden Mendenhall, hereinafter referred to as "GRANTEE", receipt of which is hereby acknowledged, GRANTOR does hereby grant unto the Grantee, its successors and assigns, subject to the terms and conditions described herein, a permanent easement to install, use, operate, inspect, repair, maintain, replace or remove an underground sewer pipe line over, across and through the land owned by GRANTOR, or in which GRANTOR claims any interest, situated in the City of St. George, Washington County, State of Utah.

The easement is more particularly described as follows:

BEGINNING AT A POINT S89°56'10"W, 2387.89 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST 1/4, OF SECTION 5 (BRASS CAP) TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE N13°58'13"E 172.28 FEET; THENCE N76°01'47"W 10.00 FEET; THENCE S13°58'13"W 174.78 FEET; THENCE S10°27'00"E 49.61 FEET; THENCE S28°17'46"E 136.91 FEET; THENCE S00°02'50"E 15.80 FEET; THENCE S70°51'21"E 14.45 FEET; THENCE N00°02'30"W 40.73 FEET; THENCE N68°56'56"W 10.10 FEET; THENCE N28°17'46"W 113.95 FEET; THENCE N01°32'04"E 45.24 FEET; THENCE S89°56'10"W 15.01 FEET TO THE POINT OF BEGINNING.

The terms and conditions for the granting of this easement are as follows:

1. PURPOSE. This easement is limited to the installation, construction, use, operation, inspection, replacement, removal, repair and maintenance of a sewer line. The size and use of the sewer line is limited two residential lots.

2. INSTALLATION. Installation of the sewer line shall be in a manner to preserve the rock outcroppings as much as possible. The Grantee shall be responsible for any damage and subsequent repairs to the sewer line. The Grantee shall use the least disruptive means in constructing the sewer line as is reasonably practicable.

Unofficial Copy

3. RESTORATION. The Grantee shall restore Grantor's property to its original condition or better, following the completion of the construction of the sewer line. Said restoration shall include the compaction of the trench and repair to any existing embankment adjacent to the southern limits of the existing cultivated land. The Grantee shall replace all rock disturbed during construction of the sewer line.

4. COSTS. Costs of construction and maintenance shall be borne by the Grantee. In addition to the costs of construction and maintenance, and as consideration in exchange for Grantor granting this easement, the Grantee has agreed to limit the disturbance on the two residential lots being created by a lot split to the build areas shown on the attached Exhibit "A" and not to disturb the rock outcroppings on said two residential lots.

5. MAINTENANCE. Maintenance of the sewer line is the responsibility of the Grantee and the costs of said maintenance shall be borne by the Grantee. Grantor shall have no responsibility or duty to maintain the sewer line. Grantee shall provide to the Grantor reasonable notice of planned construction, replacement, repairs or maintenance that are significant in nature. Notice of emergency repairs and maintenance need not be provided. Any failure on the part of the Grantee to provide notice to the Grantor shall not provide the basis for revocation of this easement.

6. COVENANT RUNNING WITH LAND. The grant, benefits and obligations of this easement shall constitute a covenant running with the land for the benefit of the Grantee.

7. ABANDONMENT. This easement is perpetual. However, should the Grantee ever determine that the easement is no longer necessary then said Grantee shall abandon the easement and record said abandonment.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2005.

GRANTOR: CITY OF ST. GEORGE

Attest:

By _____

Daniel D. McArthur, Mayor

_____

Gay Cragun, City Recorder

STATE OF UTAH)
: ss.
WASHINGTON COUNTY)

On the ____ day of _____, 2005, appeared before me Daniel D. McArthur, Mayor of the City of St. George, and Gay Cragun, City Recorder of the City of St. George, who being duly sworn did say, each for himself/herself, that the within and foregoing instrument was

Unofficial Copy

signed by him in behalf of said corporation by authority of its City Council, and said Daniel D. McArthur and Gay Cragun each duly acknowledged to me that said corporation executed the same.

_____
Notary Public

ACCEPTANCE OF EASEMENT

Royden Mendenhall hereby accepts the above Sewer Easement, and in consideration thereof agrees that he will utilize and maintain the same consistent with the above provisions.

ROYDEN MENDENHALL:

_____
Royden Mendenhall

Unofficial Copy

00568001 Bk 1784 Pg 0423
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2005 AUG 30 14:31 PM FEE $.00 BY DME
FOR: ST GEORGE CITY

When Recorded Return to:
City of St. George
Attn.: Leisure Services
175 East 200 North
St. George, Utah 84770

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein "Agreement") is entered into this 3rd day of July, 2005, by and between Royden Mendenhall, and/or assigns (herein "Developer") for the land to be included in or affected by the project located on 1400 East Street, and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City").

RECITALS

WHEREAS, Developer has real property located within the City limits of the City of St. George, Utah, hereinafter "Property". The serial number for the property is SG-5-3-5-23031;

WHEREAS, Developer has requested that the Property be split into two residential building lots;

WHEREAS, Developer has requested that the City grant an easement to provide the two residential building lots sewer;

WHEREAS, Developer has voluntarily represented to the St. George City Council that it will enter into this binding development agreement; and

WHEREAS, Developer is willing to develop the property so as to preserve the rock outcroppings on the site as much as possible and in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives adjacent to City parks and golf courses and is willing to abide by the terms of this Agreement; and

WHEREAS, The City, acting pursuant to its authority under UTAH CODE ANNOTATED § 10-9-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

1. **Affected Property**. The legal description of the Property is as follows:

See attached Exhibit "A".

No additional property may be added to this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that unless expressly stated otherwise nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees and compliance with the City's design and construction standards.

4. **Parties Obligations**. The parties shall do the following:

A. **Developer**: The Developer shall develop the Property as follows to preserve the rock outcroppings as much as possible;

i. The sewer to the two lots will be shared and shall be directed across the back property line and then along the shared property line to a point where the sewer line will stub to each of the residential lots; and

ii. the building pad areas on the residential lots shall be consistent with the attached drawing and development of the residential lots and the residences themselves shall be made in a manner to preserve the rock outcroppings. (See attached Exhibit "B").

B. **City**: The City shall execute a sewer easement consistent with the attached Exhibit C.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Waiver**. Nothing in this Agreement is intended to, or shall be deemed to, constitute

Unofficial Copy

approval of the improvements or a waiver of any City approval, permit, procedure, ordinance rule, regulation or standard with regard to the design and construction of the Property.

7. **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

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

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

10. **Merger**. This Agreement survives the execution and recording of the sewer easement.

11. **Notices**. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

Royden Mendenhall
44 West Broadway #1106S
Salt Lake City, Utah 84101

City of St. George
Attn: Leisure Services Department
175 East 200 North
St. George, UT 84770

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

12. **Law**. Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah.

13. **Court Costs**. In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

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

Unofficial Copy

CITY OF ST. GEORGE

Daniel D. McArthur, Mayor

Kay Cragun, City Recorder

ROYDEN MENDENHALL

Royden Mendenhall

STATE OF UTAH)
ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 3rd day of ~~July~~ Aug., 2005, by Royden Mendenhall.

Notary Public

NOTARY PUBLIC
BERONICA FERDINANDO
175 E 200 N
ST. GEORGE, UT 84770
MY COMM EXP 03-06-08
STATE OF UTAH

Unofficial Copy

EXHIBIT "A"

00968001 Bk 1784 Pg 0427

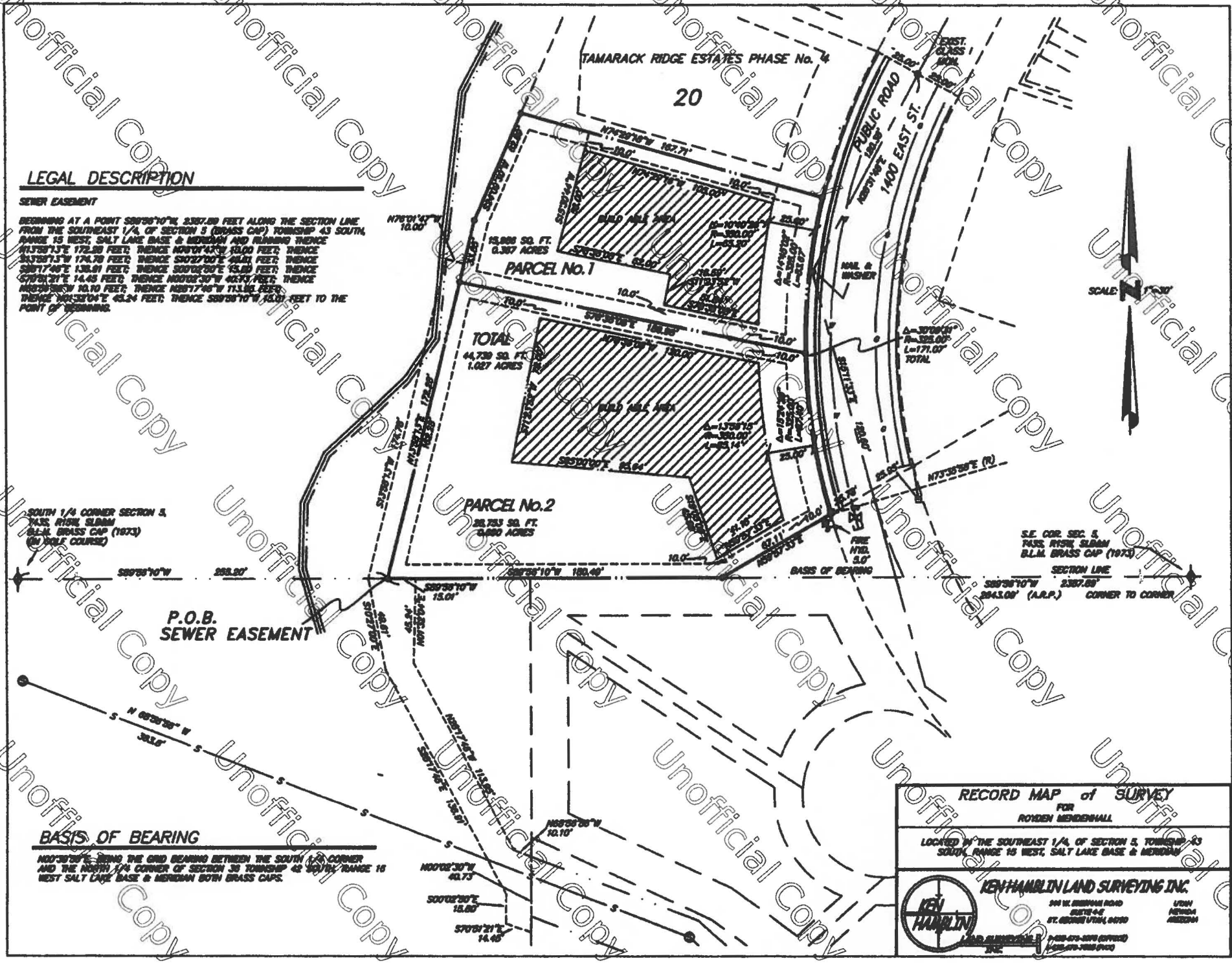
PARCEL No.1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4, OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN & BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT S89°56'10"W, 2387.89 FEET ALONG THE SECTION LINE AND N13°58'13"E, 196.13 FEET FROM THE SOUTHEAST 1/4, OF SAID SECTION 5 (BRASS CAP) AND RUNNING THENCE N13°58'13"E 33.85 FEET; THENCE N24°09'30"E 62.89 FEET TO THE SOUTHWESTERLY CORNER OF LOT 20 OF THE TAMARACK RIDGE ESTATES PHASE 4 AS RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE; THENCE S74°29'16"E 167.71 FEET ALONG THE LOT LINE TO THE SOUTHEASTERLY CORNER OF SAID LOT 20 AND THE WESTERLY RIGHT OF WAY LINE OF 1400 EAST STREET (PUBLIC ROAD) AND A POINT ON A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE AND 1400 EAST STREET, 83.67 FEET, WITH A RADIUS OF 325.00 FEET, WITH A DELTA ANGLE OF 14°45'02", S76°14'31"E BEARING TO THE RADIUS POINT; THENCE N78°36'08"W 189.98 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL CONTAINS 15,986 SQUARE FEET, OR 0.367 ACRES MORE OR LESS.

PARCEL No.2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4, OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN & BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT S89°56'10"W, 2387.89 FEET ALONG THE SECTION LINE AND N13°58'13"E, 196.13 FEET FROM THE SOUTHEAST 1/4, OF SAID SECTION 5 (BRASS CAP) AND RUNNING THENCE S78°36'08"E 189.98 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1400 EAST STREET (PUBLIC ROAD) AS DEDICATED WITH THE TAMARACK RIDGE ESTATES PHASE 4 SUBDIVISION AND A POINT ON A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE AND 1400 EAST STREET 87.40 FEET, WITH A RADIUS OF 325.00 FEET, WITH A DELTA ANGLE OF 15°24'29", N89°00'27"E BEARING TO THE RADIUS POINT; THENCE S59°57'33"W 67.11 FEET TO THE SOUTH LINE OF SAID SECTION 5; THENCE S89°56'10"W 180.43 FEET ALONG THE SECTION LINE; THENCE N13°58'13"E 162.28 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL CONTAINS 28,753 SQUARE FEET, OR 0.660 ACRES MORE OR LESS.

Unofficial Copy



LEGAL DESCRIPTION

SEWER EASEMENT

BEGINNING AT A POINT S89°56'10"W, 2387.89 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST 1/4, OF SECTION 5 (BRASS CAP) TOWNSHIP 4S SOUTH, RANGE 1E WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE N13°58'13"E 172.88 FEET; THENCE N08°01'47"W 10.00 FEET; THENCE S13°58'13"W 174.78 FEET; THENCE S80°27'00"E 40.61 FEET; THENCE S08°17'46"E 138.91 FEET; THENCE S00°02'30"E 15.80 FEET; THENCE S70°59'21"E 14.45 FEET; THENCE N00°02'30"W 40.73 FEET; THENCE N68°39'38"W 10.10 FEET; THENCE N08°17'46"W 113.80 FEET; THENCE N01°33'04"E 45.24 FEET; THENCE S89°56'10"W 15.01 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

N00°36'08"E, BEING THE GRID BEARING BETWEEN THE SOUTH 1/4 CORNER AND THE NORTH 1/4 CORNER OF SECTION 32 TOWNSHIP 4S SOUTH, RANGE 1E WEST SALT LAKE BASE & MERIDIAN BOTH BRASS CAPS.

RECORD MAP of SURVEY

FOR
ROYDEN MENDENHALL

LOCATED IN THE SOUTHEAST 1/4, OF SECTION 5, TOWNSHIP 4S SOUTH, RANGE 1E WEST, SALT LAKE BASE & MERIDIAN

KEN HAMBLIN LAND SURVEYING INC.
344 W. RIVERSIDE ROAD
SUITE 4-C
ST. GEORGE UTAH, 84770
UTAH
NEVADA
ARIZONA

Exhibit B

00968001 Bk 1784 Pg 0428

Unofficial Copy

EXHIBIT C

WHEN RECORDED
Return to:
City of St. George
175 East 200 North
St. George, UT 84770

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to the City of St. George, hereinafter referred to as "GRANTOR", by Royden Mendenhall, hereinafter referred to as "GRANTEE", receipt of which is hereby acknowledged, GRANTOR does hereby grant unto the Grantee, its successors and assigns, subject to the terms and conditions described herein, a permanent easement to install, use, operate, inspect, repair, maintain, replace or remove an underground sewer pipe line over, across and through the land owned by GRANTOR, or in which GRANTOR claims any interest, situated in the City of St. George, Washington County, State of Utah.

The easement is more particularly described as follows:

BEGINNING AT A POINT S89°56'10"W, 2387.89 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST 1/4, OF SECTION 5 (BRASS CAP) TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE N13°58'13"E 172.28 FEET; THENCE N76°01'47"W 10.00 FEET; THENCE S13°58'13"W 174.78 FEET; THENCE S10°27'00"E 49.61 FEET; THENCE S28°17'46"E 136.91 FEET; THENCE S00°02'50"E 15.80 FEET; THENCE S70°51'21"E 14.45 FEET; THENCE N00°02'50"W 40.73 FEET; THENCE N68°56'56"W 10.10 FEET; THENCE N28°17'46"W 113.95 FEET; THENCE N01°32'04"E 45.24 FEET; THENCE S89°56'10"W 15.01 FEET TO THE POINT OF BEGINNING.

The terms and conditions for the granting of this easement are as follows:

1. PURPOSE. This easement is limited to the installation, construction, use, operation, inspection, replacement, removal, repair and maintenance of a sewer line. The size and use of the sewer line is limited two residential lots.

2. INSTALLATION. Installation of the sewer line shall be in a manner to preserve the rock outcroppings as much as possible. The Grantee shall be responsible for any damage and subsequent repairs to the sewer line. The Grantee shall use the least disruptive means in constructing the sewer line as is reasonably practicable.

3. RESTORATION. The Grantee shall restore Grantor's property to its original condition or better, following the completion of the construction of the sewer line. Said restoration shall include the compaction of the trench and repair to any existing embankment adjacent to the southern limits of the existing cultivated land. The Grantee shall replace all rock disturbed during construction of the sewer line.

4. COSTS. Costs of construction and maintenance shall be borne by the Grantee. In addition to the costs of construction and maintenance, and as consideration in exchange for Grantor granting this easement, the Grantee has agreed to limit the disturbance on the two residential lots being created by a lot split to the build areas shown on the attached Exhibit "A" and not to disturb the rock outcroppings on said two residential lots.

5. MAINTENANCE. Maintenance of the sewer line is the responsibility of the Grantee and the costs of said maintenance shall be borne by the Grantee. Grantor shall have no responsibility or duty to maintain the sewer line. Grantee shall provide to the Grantor reasonable notice of planned construction, replacement, repairs or maintenance that are significant in nature. Notice of emergency repairs and maintenance need not be provided. Any failure on the part of the Grantee to provide notice to the Grantor shall not provide the basis for revocation of this easement.

6. COVENANT RUNNING WITH LAND. The grant, benefits and obligations of this easement shall constitute a covenant running with the land for the benefit of the Grantee.

7. ABANDONMENT. This easement is perpetual. However, should the Grantee ever determine that the easement is no longer necessary then said Grantee shall abandon the easement and record said abandonment.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2005.

GRANTOR: CITY OF ST. GEORGE

Attest:

By _____
Daniel D. McArthur, Mayor

_____
Gay Cragun, City Recorder

STATE OF UTAH)
: ss.
WASHINGTON COUNTY)

On the ____ day of _____, 2005, appeared before me Daniel D. McArthur, Mayor of the City of St. George, and Gay Cragun, City Recorder of the City of St. George, who being duly sworn did say, each for himself/herself, that the within and foregoing instrument was

Unofficial Copy

signed by him in behalf of said corporation by authority of its City Council, and said Daniel D. McArthur and Gay Cragun each duly acknowledged to me that said corporation executed the same.

_____
Notary Public

ACCEPTANCE OF EASEMENT

Royden Mendenhall hereby accepts the above Sewer Easement, and in consideration thereof agrees that he will utilize and maintain the same consistent with the above provisions.

ROYDEN MENDENHALL:

_____
Royden Mendenhall

Unofficial Copy

DRAFT

Agenda Item Number : 04

Request For Council Action

Date Submitted	03/29/2019 06:47 AM
Proposed City Council Date	04/04/2019
Applicant	Public Works
Subject	Consider approval of an ordinance amending and enacting Title 9, Chapter 14, Section 2, 3.A., 7.B.2-5. and 8.C-E, of City code pertaining to Stormwater Management.
Background	The federal government has established criteria for control of the introduction of pollutants into local municipal storm sewer systems and has mandated that each municipality adopt regulations to require compliance from pre-construction operations and for the long-term maintenance of post construction Storm Water Facilities.
Proposed Resolution	Staff recommends approval.
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Jay Sandberg
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	N/A **Amount:**

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND ENACTING TITLE 9, CHAPTER 14, SECTION 2, 3.A., 5.E., 7.B.2-5, AND 8.C.-E, STORMWATER MANAGEMENT

WHEREAS, the federal government has established criteria for control of the introduction of pollutants into local municipal storm sewer systems; and

WHEREAS, the federal government has mandated that each municipality adopt regulations to require compliance from pre-construction operations and for the long-term maintenance of post construction Storm Water Facilities; and

WHEREAS, City of St. George has adopted stormwater regulations to comply with the federal mandate and is amending those regulations to clarify some factors in the regulation such as defining the requirements for a registered stormwater inspector and establishing a fee schedule for the civil penalties; and

WHEREAS, the City Council has determined that changes to the ordinances are in the best interest of the health, safety, and welfare of the citizens of the City of St. George and are justified at this time.

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. Title 9, Chapter 14, Section 2, 3.A., 5.E., 7.B.2-5, and 8.C.-E, Stormwater Management, is amended and enacted to read as follows:

9-14-2: DEFINITIONS:

For the purpose of this chapter, the definitions in section 8-6-2 of this code shall apply in this chapter as well as the following definitions:

BEST MANAGEMENT PRACTICES (BMPs): Physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by the city of St. George and that have been incorporated by reference into this chapter as if fully set out therein. For purposes of this title, the relevant BMPs are more particularly defined in the city of St. George storm water management program and city of St. George "Standard Specifications For Design And Construction".

CHANNEL: A natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.

CITY OF ST. GEORGE: The city of St. George or authorized designee.

CITY STORM WATER FACILITIES: Storm systems that receive runoff from public rights-of-way, natural waterways, and drainage systems identified in a city easement.

COMMON PLAN OF DEVELOPMENT OR SALE: One plan for development or sale, separate parts of which are related by any announcement, piece of documentation (including sign, public notice or hearing, sales pitch, advertisement, drawing, plat, blueprint, contract, zoning request, computer design, etc.), physical demarcation (including contracts) that identify the scope of the project. A plan may still be a common plan of development or sale even if it is taking place in separate stages or phases, is planned in combination with other construction activities, or is implemented by different owners or operators.

CONTAMINANT: Any unnatural, physical, chemical, biological, or radiological substance or matter in water.

DISCHARGE: Dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means including any direct or indirect entry of any solid or liquid matter into the municipal separate storm water facilities.

EASEMENT: An acquired privilege or right of use or enjoyment that a person, party, firm, corporation, municipality or other legal entity has in the land of another.

EROSION: The removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by anthropogenic activities or effects (human cause).

EROSION AND SEDIMENT CONTROL PLAN: A written plan (including drawings or other graphic representations) that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

GRADING PERMIT: A permit issued by the city of St. George to allow grading of a property.

ILLICIT CONNECTIONS: Illegal or unauthorized connections to the municipal separate storm sewer system whether or not such connections result in discharges into that system.

ILLICIT DISCHARGE: Any discharge to the municipal separate storm sewer system that is not composed entirely of storm water and not specifically exempted under 40 CFR section 122.26.

IMMEDIATELY: Requires owner/operator to, on the same day a condition requiring corrective action is found (or as soon afterward as possible considering normal work schedule and task size) take all reasonable steps to minimize or prevent the discharge of pollutants until a permanent solution is installed and made operational.

LAND DISTURBING/GRADING ACTIVITY: Any activity on property that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing/grading activities include, but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, and excavation.

MAINTENANCE: Any activity that is necessary to keep a storm water facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a storm water facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the storm water facility.

MAINTENANCE AGREEMENT: A document recorded in the Washington County recorder's office that acts as a property deed restriction, and which provides for long term maintenance of storm water management practices.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4): The conveyances owned or operated by the municipality for the collection and transportation of storm water, including, but not limited to, the roads, streets and their drainage systems, catch basins, curbs, gutters, ditches, manmade channels, and storm drains.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT OR NPDES PERMIT: The provisions of the federal Clean Water Act for the control of storm water discharges, also a permit issued pursuant to 33 USC section 1342.

NOTICE OF INTENT (NOI): Whenever a contractor disturbs one (1) acre or more of property, or less than one (1) acre if part of a Common Plan of Development, an NOI through the state of Utah must be filed. This is a binding contract between the state of Utah and the contractor stating that the contractor will address storm water and drainage issues on site and downstream throughout the duration of the project until the NOT is filed.

NOTICE OF TERMINATION (NOT): Whenever a contractor completes a project on one acre or more of property. It is the contractor's responsibility to maintain the storm water and drainage controls until such time as the NOT is filed and accepted by the state of Utah.

NOTICE OF VIOLATION (NOV): Whenever the city of St. George finds that a person is in noncompliance with this chapter, the city of St. George will order compliance by written notice of violation to the responsible person. Requirements in this notice are at the discretion of the city of St. George, and may include monitoring, payment to cover costs relating to the noncompliance, and the implementation of best management practices.

PERSON: Any and all persons including any individual, firm or association and any municipal or private corporation organized or existing under the laws of this or any other state or country.

PROPERTY OWNER: Landowner of property within the boundary of the city of St. George.

REGISTERED STORMWATER INSPECTOR (RSI): A person who by coursework and registration is knowledgeable in the principles and practices of erosion and sediment control and pollution prevention, who possesses the skills to access conditions that could impact stormwater quality and has skills to access effectiveness of any stormwater controls selected and installed to meet the requirements of the post construction maintenance agreement.

RUNOFF: That portion of the precipitation on a drainage area that is discharged from the area into the municipal separate storm water facilities; including, but not limited to: water produced by storms, surface drainage, snow and ice melt, and other water handled by the storm sewer drainage system.

SEDIMENT: Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.

SEDIMENTATION: Soil particles suspended in storm water that can settle in streambeds and disrupt the natural flow of the stream.

STABILIZATION: Providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.

STORM WATER FACILITIES: The drainage structures, conduits, ditches, storm sewers, and all device appurtenances by means of which storm water is collected, transported, pumped, treated or disposed of.

STORM WATER MANAGEMENT: The programs to manage quality and quantity of storm water runoff.

STORM WATER MANAGEMENT PROGRAM (SWMP): The city of St. George storm water master program as adopted by the city.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP): All drawings, documents, specifications for the programs, drainage systems, structures, BMPs, concepts and techniques intended to maintain or restore quality and quantity of storm water runoff.

STORM WATER RUNOFF: Flow on the surface of the ground, resulting from precipitation.

STRUCTURAL BMPs: Devices that are constructed or installed to provide control of storm water runoff.

SURFACE WATER: Includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes and reservoirs.

UPDES: Utah pollution discharge elimination system.

WATERCOURSE: A permanent or intermittent stream or other body of water, either natural or manmade, which gathers or carries surface water.

9-14-3: GRADING PERMITS:

A. *When Required:* Every person will be required to obtain a grading permit for any land disturbance and grading activity of land of one ~~fourth~~ (~~1/4~~1) acre or more.

9-14-5: POSTCONSTRUCTION:

E. *Inspections:* Owners/operators of newly developed and redeveloped projects shall conduct inspections and perform any necessary maintenance at least annually. This required inspection ~~may~~ shall be conducted by ~~either the permittee or the property owner/operator~~a Registered Stormwater Inspector (RSI). On sites where the property owner/operator is conducting maintenance, the permittee shall allow municipal inspections to conduct inspections at least once every five (5) years, or more frequently as needed to show that adequate maintenance is being performed.

9-14-7: ENFORCEMENT:

B. *Notification Of Violation (NOV):*

2. *Consent Orders:* The city of St. George is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement

with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. The order may also include an order for civil penalties to be paid for the violations. Consent orders shall have the same force and effect as ~~administrative~~ orders issued pursuant to subsections B43 and B~~5~~4 of this section.

3. ~~*Show Cause Hearing:* The city may order any person who violates this chapter or permit or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served on the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by mail.~~

4. *Compliance Order:* When the city finds that any person has violated or continues to violate this chapter or a permit or order issued hereunder, the city may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including civil penalties for the violation(s), the construction of appropriate structures, installation of devices, self-monitoring, and management practices.

~~5~~4. *Cease And Desist Orders:* When the city finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder, the city may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

a. Comply forthwith; ~~or~~

b. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge; and

c. Pay any civil penalties assessed for the violation(s).

9-14-8: PENALTIES:

C. *Civil Penalties:* The Civil Penalties/Fine Schedule shall be used to determine a reasonable and appropriate penalty for all violations.

D. *Other Remedies:* The city may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

~~D~~E. *Remedies Cumulative:* The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one or more of the remedies set forth herein has been sought or granted.

9-14-9: APPEALS:

A. *Appeal:* Any person aggrieved by the imposition of a civil penalty or ~~damage assessment~~ order to bring their property into compliance as provided by this chapter may appeal said penalty or ~~damage assessment~~order ~~to the administrative code enforcement administrative law judge~~.

B. *Appeals To Be In Writing:* The appeal shall be in writing and filed with the city recorder within fifteen (15) days after the civil penalty or ~~damage assessment is served~~order is served.

C. *Upon Receipt Of An Appeal:* The ~~administrative law judge~~hearing examiner designated by the city shall hold a hearing upon receipt of an appeal. Notice shall be provided to the appealing party at the address provided by the appealing party at the time of appeal. The decision of the ~~administrative law judge~~hearing examiner shall be final.

E. *STANDARD OF REVIEW AND PROOF:* The hearing examiner shall ensure due process is provided. The person appealing bears the burden of proof that the city's decision was in error. The hearing officer shall review the facts "de novo" without deference to the city's determination of the factual matters. The hearing officer shall determine the correctness of the city's interpretation and application of the plain meaning of the regulations and shall decided whether the preponderance of the evidence shows that the violation(s) exist. Each party may present witnesses and evidence. The hearing shall be informal, and the rules of evidence do not apply.

D. *Appealing Decisions Of The ~~Administrative Law Judge~~Hearing Examiner:* ~~Any~~ The alleged violator and the city may appeal a decision of the ~~administrative law judge~~hearing examiner ~~pursuant to section 1-12B-6-1 of this code~~ by filing a petition with the district court within 30 days of the decision.

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.

PASSED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____ _____, 2019.

_____

Jonathan T. Pike, Mayor

Attest:

_____

Christina Fernandez, City Recorder

DRAFT

Agenda Item Number : 05

Request For Council Action

Date Submitted	03/29/2019 06:52 AM
Proposed City Council Date	04/04/2019
Applicant	City of St. George
Subject	Consider approval of an ordinance enacting a fee schedule for civil penalties for stormwater deficiencies.
Background	The federal government has mandated that each municipality adopt regulations to require compliance from construction operations and for the long-term maintenance of post construction Stormwater Facilities. this ordinance well enact a fee schedule for deficiencies.
Proposed Resolution	Recommend approval.
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Jay Sandberg
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

ORDINANCE NO. _____

AN ORDINANCE ENACTING A FEE SCHEDULE FOR CIVIL PENALTIES FOR STORMWATER DEFICIENCES

WHEREAS, the federal government has mandated that each municipality adopt regulations to require compliance from pre-construction operations and for the long-term maintenance of post construction Storm Water Facilities; and

WHEREAS, City of St. George has adopted stormwater regulations to comply with the federal mandate and needs to establish a fee schedule for the civil penalties which would be ordered if the person were found in violation of the regulations; and

WHEREAS, a reasonable penalty should be charged to discourage violations of the Stormwater regulations; and

WHEREAS, the City Council has determined that adopting this fee schedule is in the best interest of the citizens of the City of St. George and are justified at this time.

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. A following fee schedule is enacted:

See attached Exhibit A.

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2019.

_____

Jonathan T. Pike, Mayor

ATTEST:

_____

Christina Fernandez, City Recorder

EXHIBIT A

Fine and Penalty Fee Schedule and Worksheet Deficiencies Form

St.George

Name of Operator: _____

Mailing Address of Operator: _____

Name and Address of Site: _____

UPDES/NOI Number: _____ Operator Phone Number: _____

MS4 Inspector Name:_____ Date of Inspection: _____

Control Measure Violation	Fine Amount	# of Deficiencies	Total
Working without a NOI and/or SWPPP	$500		
Working without an updated NOI and/or SWPPP	$250		
Inspections not being performed and/or documented	$150		
Inspections being performed by unqualified personnel	$150		
SWPPP sign not posted	$150		
Construction exit track-out	$150		
Waste control	$150		
Improper material storage	$150		

Illicit Discharge Violation	Fine Amount	# of Deficiencies	Total
Sediment escaping perimeter boundary	$250		
Solid waste (litter and construction debris)	$250		
Wash-out not contained (concrete, stucco, paint)	$250		
Sanitary waste (portable toilet not staked, in right-of-way, improper setback)	$250		
Fuel, oil, hydraulic spills (improper disposal or not contained)	$250		
Fertilizer, cleanser, organics spills (improper disposal or not contained)	$250		
Paints and solvents	$250		

Miscellaneous Fees	Total
Administrative Fee for Appeal (code 9-14-9)	$250

Illicit Discharges are sediment and pollutants, intentionally or unintentionally, escaping the permitted area on the surface or subsurface. The presence of BMP's do not excuse an illicit discharge.

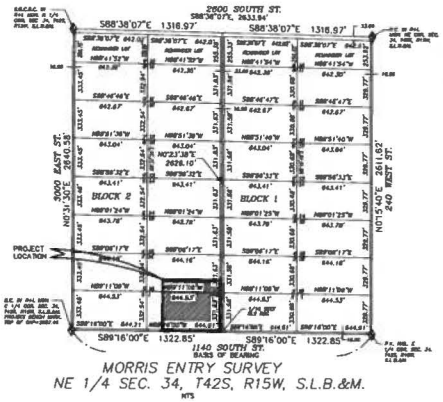
Repeat and recurring violation by Operator may be turned over to the City of St. George Legal Department for further action.

DRAFT

Agenda Item Number : 06

Request For Council Action

Date Submitted	03/21/2019 10:02 AM
Proposed City Council Date	04/04/2019
Applicant	Marc Brown, Brown Consulting Engineers
Subject	Consider approval of a final plat for the 1140 South Street Church Subdivision.
Background	This the final subdivision plat for 1140 South Street Church Subdivision, a 1-lot commercial subdivision located at 1140 South Street and 3210 East Street; zoning is A-1 (Agricultural 40,000 SQ/FT minimum lot size).
Proposed Resolution	City staff and Planning Commission recommend approval
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Todd Jacobsen
File Attachments	fp-1140southstreetchurchsubdivision032119100217.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



MORRIS ENTRY SURVEY
NE 1/4 SEC. 34, T42S, R15W, S.L.B.&M.
NTS



VICINITY MAP
NTS

OWNER'S DEDICATION

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

"1140 SOUTH STREET CHURCH SUBDIVISION"

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ A.D., 20____.

THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE

AUTHORIZED AGENT

CITY OF ST. GEORGE

MAYOR JONATHAN T. PIKE

PROPERTY RESERVE, INC.
A UTAH NONPROFIT CORPORATION

BY: _____

NAME: _____

ITS: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE ____ DAY OF _____, 20____.

PERSONALLY APPEARED BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE DULY AUTHORIZED AGENT OF THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, AND THAT HE/SHE EXECUTED THE FOREGOING DOCUMENT ON BEHALF OF SAID CORPORATION AND HE/SHE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN.

NOTARY PUBLIC

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE ____ DAY OF _____, 20____.

PERSONALLY APPEARED BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF PROPERTY RESERVE, INC., A UTAH NONPROFIT CORPORATION, AND THAT HE/SHE EXECUTED THE FOREGOING DOCUMENT ON BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND HE/SHE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN.

NOTARY PUBLIC

MAYOR'S ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE ____ DAY OF _____, 20____.

APPEARED BEFORE ME JONATHAN T. PIKE, MAYOR OF THE CITY OF ST. GEORGE, WHO BEING DULY SWORN DID SAY THAT THE WITHIN AND FORGOING INSTRUMENT WAS SIGNED BY HIM ON BEHALF OF SAID MUNICIPAL CORPORATION BY AUTHORITY OF RESOLUTION OF ITS CITY COUNCIL, AND SAID JONATHAN T. PIKE DID DULY ACKNOWLEDGE TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, MARC L. BROWN, PROFESSIONAL UTAH LAND SURVEYOR, NO. 170223, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF THE FOLLOWING DESCRIBED PROPERTY BELOW TO BE HEREAFTER KNOWN AS:

"1140 SOUTH STREET CHURCH SUBDIVISION"

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOT AND PUBLIC STREETS EASEMENT AS SHOWN ON THIS PLAT. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

MARC L. BROWN R.L.S. #170223

PROFESSIONAL STRUCTURAL ENGINEER
MARC BROWN
170223
18-20-18
STATE OF UTAH

BOUNDARY DESCRIPTION

PARCEL 1
COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S89°16'00"E 802.85 FEET ALONG THE EAST-WEST CENTER SECTION LINE, TO THE POINT OF BEGINNING, SAID POINT BEING ON THE CENTERLINE OF 1140 SOUTH STREET; THENCE N00°23'38"E, 458.00 FEET; THENCE S89°16'00"E, 520.00 FEET TO THE CENTERLINE OF 3210 EAST STREET AND THE 1/16TH LINE; THENCE S00°23'38"W 458.00 FEET ALONG THE CENTERLINE OF SAID 3210 EAST STREET BETWEEN BLOCK 1 AND 2 OF THE MORRIS ENTRY SURVEY TO THE EAST 1/16 CORNER OF SAID SECTION 34; THENCE N89°16'00"W 520.00 FEET ALONG THE CENTERLINE OF 1140 SOUTH STREET TO THE POINT OF BEGINNING.

CONTAINING 5.4874 ACRES.

PARCEL 2
COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S89°16'00"E 16.50 FEET ALONG THE EAST-WEST CENTER SECTION LINE, TO THE POINT OF BEGINNING, SAID POINT BEING ON THE CENTERLINE OF 1140 SOUTH STREET; THENCE N00°31'30"E, 33.00 FEET; THENCE S89°18'00"E, 786.28 FEET; THENCE S00°23'38"W 33.00 FEET ; THENCE N89°16'00"W 786.35 FEET ALONG THE 1/4 SECTION LINE AND CENTERLINE OF 1140 SOUTH STREET TO THE POINT OF BEGINNING.

CONTAINING 0.5947 ACRES.

NOTES

1. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY LANDMARK TESTING AND ENGINEERING. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS AND EXTERIOR FLAT WORK, ARE COMPILED IN A REPORT DATED AUGUST 24, 2017, PROJECT NO. 17373. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.

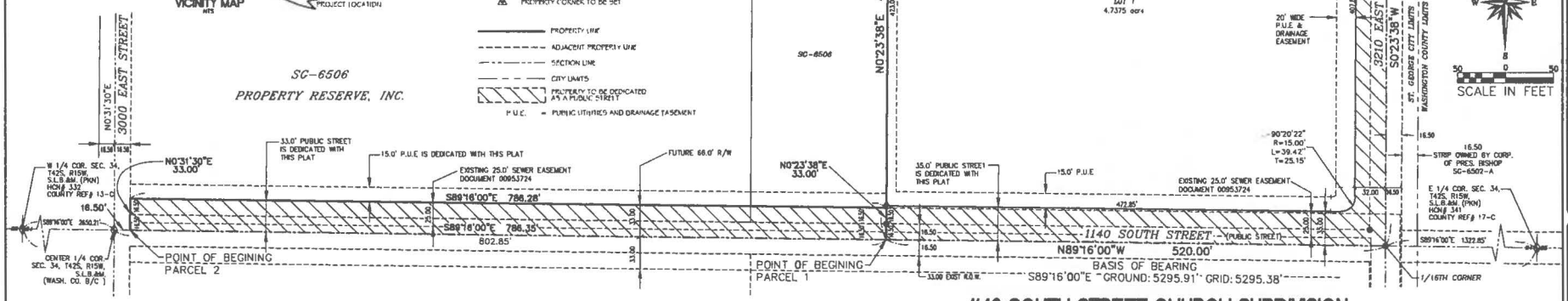
2. UTILITIES, DRAINAGE AND IRRIGATION EASEMENTS ARE LOCATED ALONG ALL LOT LINES: 15.0' WIDE ON ALL FRONT/STREED SIDE LOT LINES AND 10.0' WIDE ON ALL SIDE AND REAR LOT LINES UNLESS OTHERWISE SHOWN AND/OR NOTED ON THIS PLAT.

3. DIMENSIONS SHOWN TAKE PRECEDENCE OVER SCALE.

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

LEGEND

- SECTION CORNER AS NOTED
- FOUND MLS REBAR AND CAP OR AS NOTED
- PROPERTY CORNER TO BE SET
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CITY LIMITS
- PROPERTY TO BE DEDICATED AS A PUBLIC STREET
- P.U.E. = PUBLIC UTILITIES AND DRAINAGE EASEMENT



1140 SOUTH STREET CHURCH SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN

APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE	APPROVAL OF THE PLANNING AND ZONING ADMINISTRATOR	CITY ENGINEER'S APPROVAL	APPROVAL AS TO FORM	TREASURER APPROVAL	RECORDED NO.
ON THIS THE ____ DAY OF _____ A.D. 2018, THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, UTAH REVIEWED THE HEREON "1140 SOUTH STREET CHURCH SUBDIVISION" AND FIND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY OF ST. GEORGE'S PLANNING ORDINANCES AND BY AUTHORIZATION OF SAID COMMISSION HEREBY APPROVES SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.	WE, THE MAYOR, AND THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, HAVE REVIEWED THE HEREON "1140 SOUTH STREET CHURCH SUBDIVISION" AND, BY AUTHORITY OF SAID CITY COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING ON THE ____ DAY OF _____ A.D. 2018, HEREBY ACCEPTS SAID SUBDIVISION WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO. ATTEST:	I, _____, ST. GEORGE CITY PLANNING AND ZONING ADMINISTRATOR, HAVE THIS DAY REVIEWED: "1140 SOUTH STREET CHURCH SUBDIVISION" AND RECOMMEND SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE ON THIS ____ DAY OF _____ A.D. 2018.	THE ABOVE SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, 2018.	APPROVED AS TO FORM THIS ____ DAY OF _____ A.D. 2018.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____ A.D. 2018 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
CHAIRPERSON/PLANNING COMMISSION CITY OF ST. GEORGE	ATTEST: CITY RECORDER CITY OF ST. GEORGE / MAYOR CITY OF ST. GEORGE	PLANNING AND ZONING ADMINISTRATOR ST. GEORGE, UTAH	ENGINEER CITY OF ST. GEORGE	CITY ATTORNEY CITY OF ST. GEORGE	WASHINGTON COUNTY TREASURER	

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
CIVIL ENGINEERING • LAND SURVEYING • LAND PLANNING
183 WEST 1600 SOUTH, UNIT E
ST. GEORGE, UTAH 84770
(435) 628-4755 FAX (435) 628-4725

FINAL PLAT
FOR
1140 SOUTH STREET CHURCH SUBDIVISION
SUBDIVISION
LOCATED IN THE NE 1/4 OF SEC. 34, T42S, R15W, SLB&M
SAINT GEORGE, UTAH

CHECKED BY • MLB
DRAWN BY • ADJ
DATE • NOV 2017
JOB NO. • 17-99
SCALE • 1"=50'
SHEET NO. • 1 OF 1

\\SERVERFACE (Red)\2017 PROJECTS\17-99 PC Arch Washington Fields Stake Center\DWG\WASHINGTON FIELDS NORTH STAKE SUBDIVISION.dwg, 8/28/2018 1:47:55 PM, DWG To PDF.pc3, 1:1

DRAFT

Agenda Item Number : 07

Request For Council Action

Date Submitted	03/27/2019 09:42 AM
Proposed City Council Date	04/04/2019
Applicant	Mr. Matthew Bills
Subject	Consider approval of a conditional use permit to allow construction of an approximate 21' high RV Garage on Lot 65 in the Red Butte Phase 4 subdivision located at 2588 South 2310 East.
Background	Accessory structures are limited to 15' in height, unless a conditional use permit is granted for a greater height. This structure's height would be approximately twenty-one feet to the midpoint of the roof (building height), thus necessitating the purpose of this conditional use permit request.
Proposed Resolution	Planning Commission recommends approval
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	John Willis
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

CUP / Garage Height

PLANNING COMMISSION AGENDA REPORT: **03/26/2019**
CITY COUNCIL MEETING: **04/04/2019**

CONDITIONAL USE PERMIT
Case No. 2019-CUP-007

Request: To construct a detached residential RV garage. The height will exceed the allowable building height of fifteen feet (15'), unless a conditional use permit is granted for a greater height.

Property: Lot 65 Red Butte Phase 4 / 2588 South 2310 East

Owner(s): Mr. & Mrs. Matthew Bills

Zoning: RE-12.5 (Residential Estates 12,500 sq. ft. minimum lot size)

General Plan: LDR (Low Density Residential)

APN: SG-RBTS-4-65

Area: Lot 65 = 0.30 acres

Height: The average height of the structure would be approximately **19'-6 ½** to the midpoint of the roof (*building height*), thus necessitating the purpose of this conditional use permit request. Note this is

Garage: RV Garage = Single Story = 18'-6" x 39'-3" = 730.75 sq. ft.

Setbacks: Distance from house = 6 ft. (*Note: a minimum of 6 ft. is required*)
Rear (West) = 2'-6"
Side (North) = 2'-6"

Driveway: A concrete driveway to the new RV garage is required

Ordinance: The Title 10, Chapter 14 "Supplementary and Qualifying Regulations," Section 10-14-12.

A. Accessory buildings in the residential zones, planned development zone, and traditional neighborhood district: Accessory buildings shall not be constructed upon a lot until the building permit has been issued for the main dwelling:

1. The roof shall **not project across the property line**; *(This will comply – it will not project across the property line)*

2. **Storm water runoff** from the building shall not run onto an adjacent property; *(This will comply – there will not be runoff onto the adjacent property)*

3. All **corner lots** shall maintain twenty five foot (25') setbacks on all street sides; (*This is a corner lot and setbacks are maintained*)

4. Any accessory building placed over a utility easement shall require **written approval from the joint utility committee**; (*At 2'-6" the applicant will have to provide a JUC letter with the Building Permit)*

5. Accessory buildings shall **not cover** more than twenty five percent (**25%**) of the **rear yard** area; *(This will not cover more than 25% of the rear yard)*

6. Accessory buildings shall be limited to **one story** and an overall height of fifteen feet (15') for pitched roofs (i.e., gable end roof) and twelve feet (12') for flat roofs (shed style), unless a conditional use permit is granted for a greater height; *(This is a single story RV garage with a height of 17'-9 ½" and requires a CUP.*

7. Main dwelling and accessory buildings must be **separated** a minimum of **six feet** (6'). *(This is separated by 6 ft.)*

8. Accessory buildings located **in the rear** of the main dwelling, may be located **zero feet (0') from the rear and side** property lines, provided the building meets all requirements of this chapter. *(2'-6" in the rear is requested)*

9. Accessory buildings **in a side yard**: *(This is not in a side yard)*

    a. Provided that it meets all required side and front yard setbacks for the zone and is at least six feet (6') from the main dwelling; and

    b. Provided exterior looks similar to the main structure by using the same building materials, colors, roof pitch, and design. (Ord. 2015-12-015, 12-17-2015)

Adj. Land: Single-family residences

PC Motion: The Planning Commission recommends approval (5:0) with the following suggested conditions and findings.

1. **Height** – It's recommended to approve the average height of approx. **19'-6".** *(Note: this Average Height (both sides) = 17'- 9 ½ + 21' - 3 ½"= 39'-1"/ 2 = 19'-6 ½")*

2. **Location and setbacks:** The structure shall be located 6 ft. from the home as presented. The north setback is 2'-6" and the west setback is also 2'-6".

3. **Easement/JUC:** The proposed structure will encroach onto the City easement (on the east side) and will require a JUC (Joint Utilities

Committee) review prior to construction. The applicant shall record an agreement with the City for the easement area.

4. **Concrete Driveway**: The applicant shall provide a paved driveway to the garage.

5. **Single Story**: The structure shall only be a single story.

6. **Color & Materials**: The structures exterior finish and roof shall match the primary unit (home) in its color and materials.

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

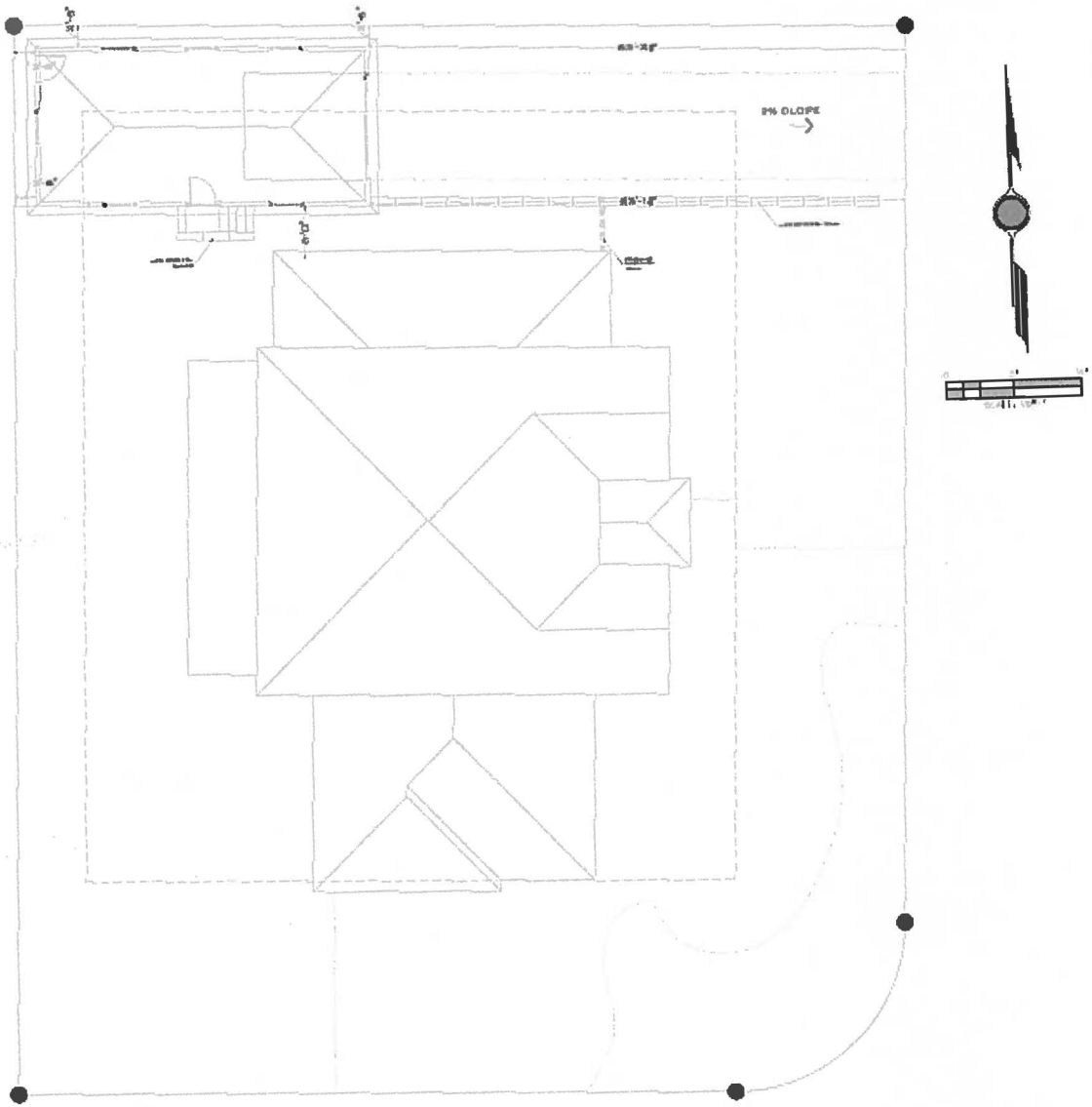
Mitigation	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
Similar garages have been constructed in the area.		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	N/A	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.

	N/A	F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
The detached RV garage and hobby shop will be approximately 19'-6" in height (*to midpoint of roof)*		G. **Height**	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
	N/A	H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
	N/A	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
A detached RV garage is within the existing character of the zone. A garage of this height is not unusual for this zone.		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
	N/A	K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

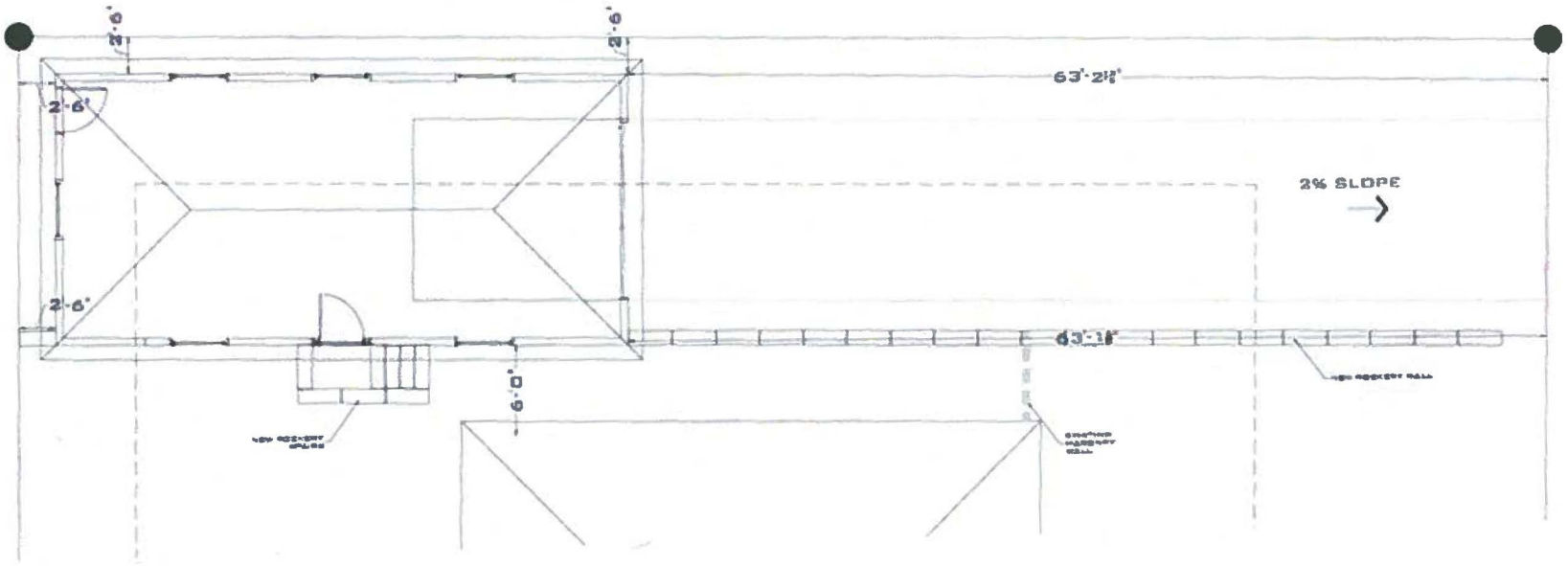
2019-CUP-007


2540 S ST
2310 E
2540 S
2240 E
2256 E
2272 E
2288 E
2320 E
2310 E ST
2245 E
2257 E
2271 E
2688 S
2691 S
2610 S ST
2610 S ST
2310 E
2610 S
2615 S
2310 E ST
2252 E
2274 E
2620 S
2238 E

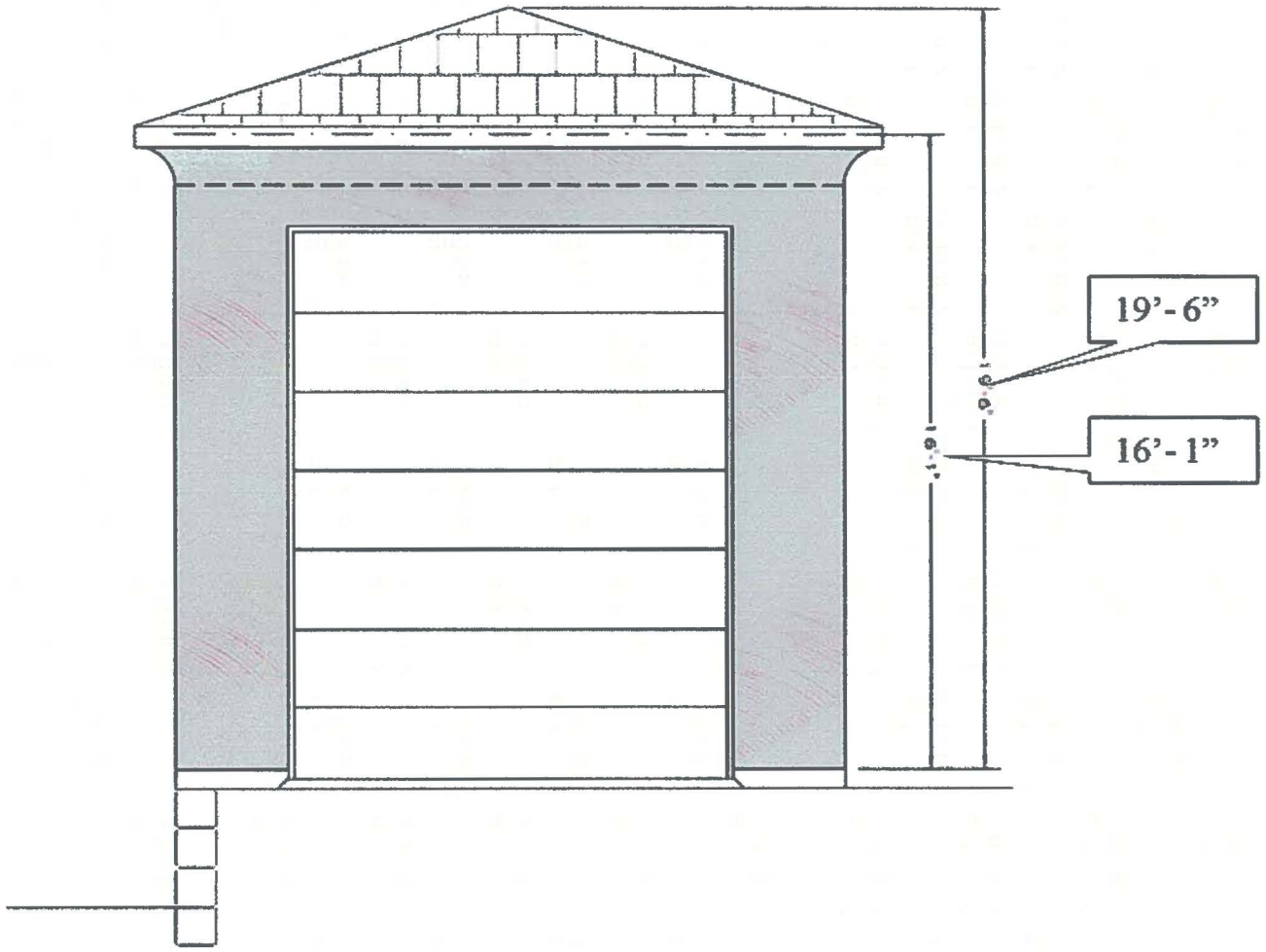

2588 S

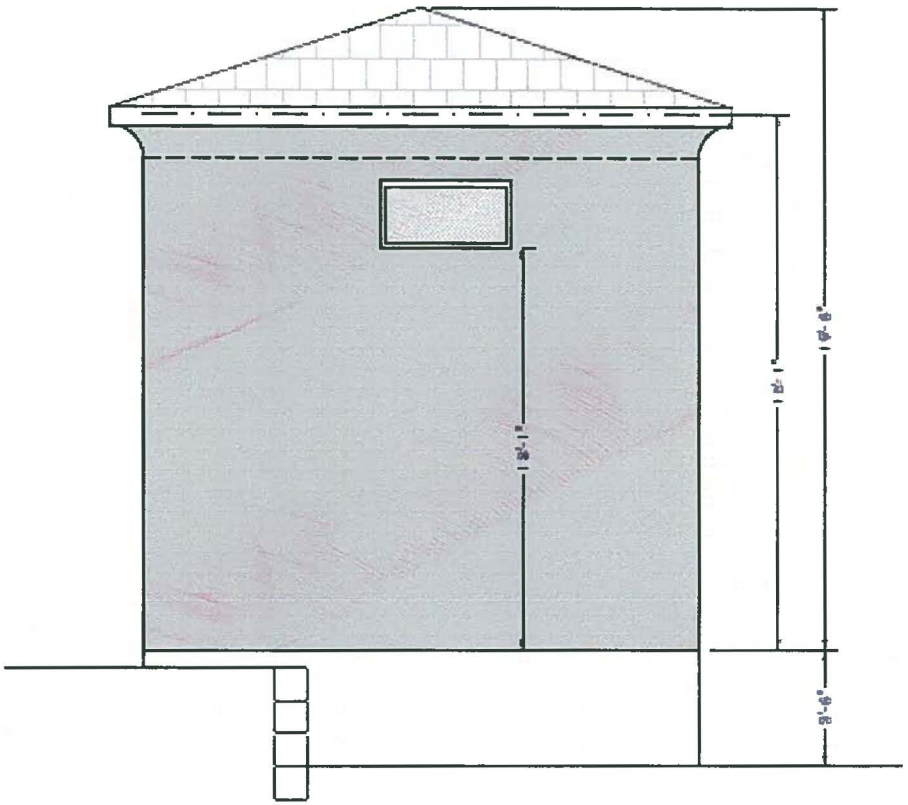

2% SLOPE

RV Garage Setbacks



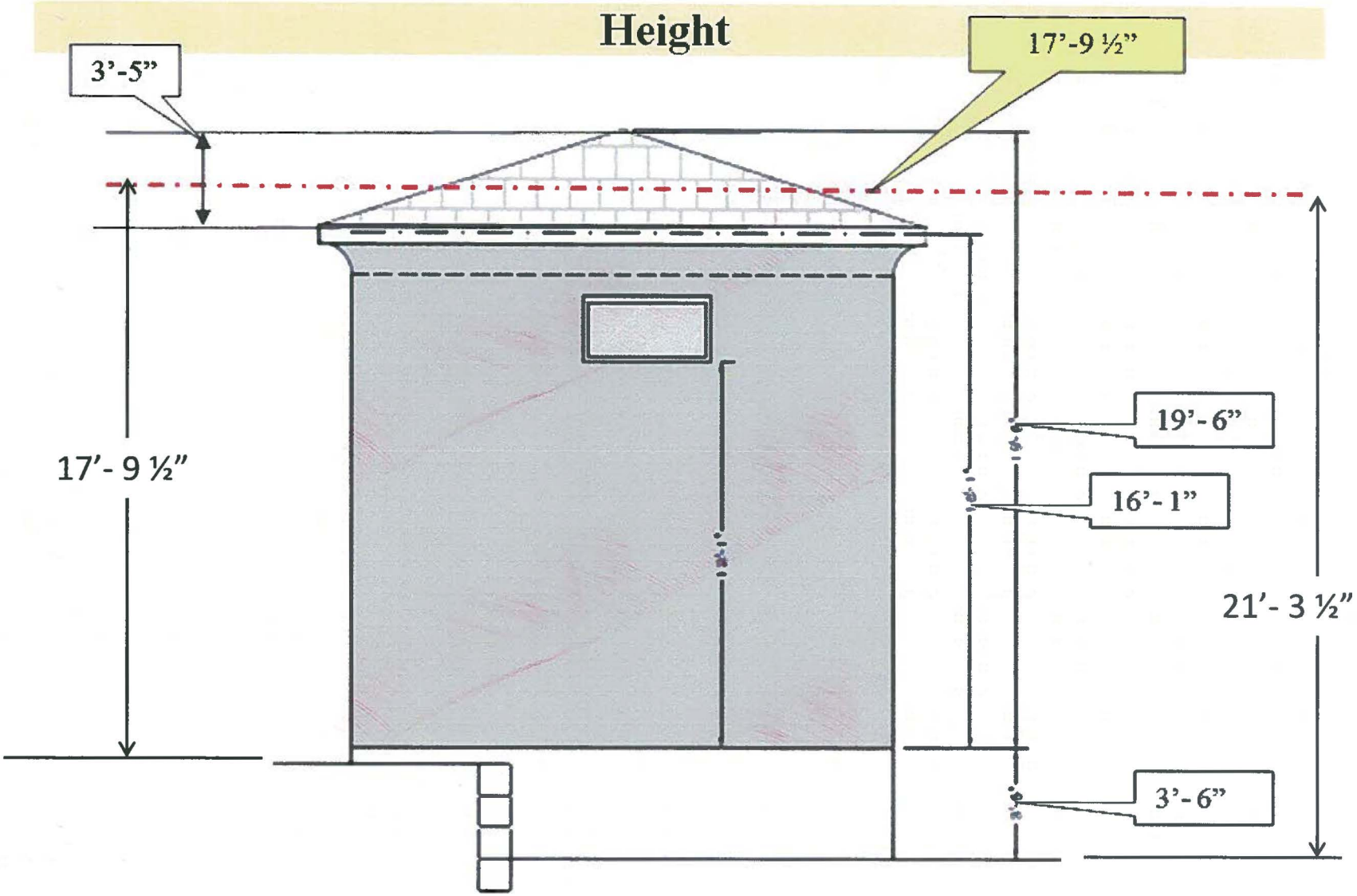
East Elevation

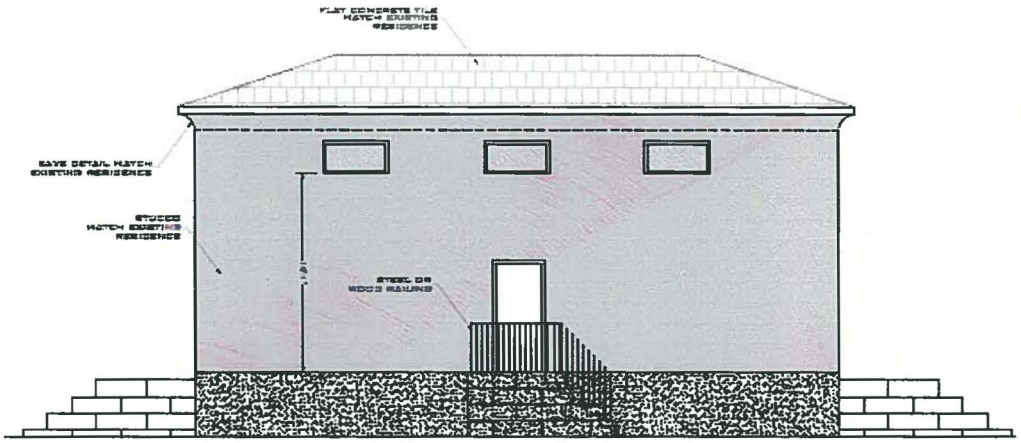




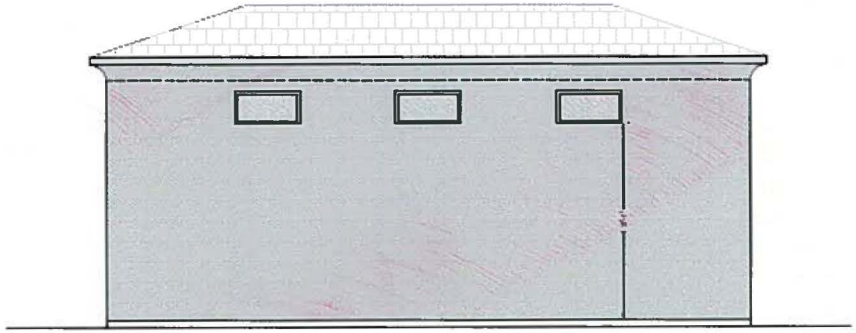
WEST ELEVATION

Average Height (both sides) = 17'- 9 ½ + 21' - 3 ½ " = 39'-1"/ 2 = **19'-6 ½ "**



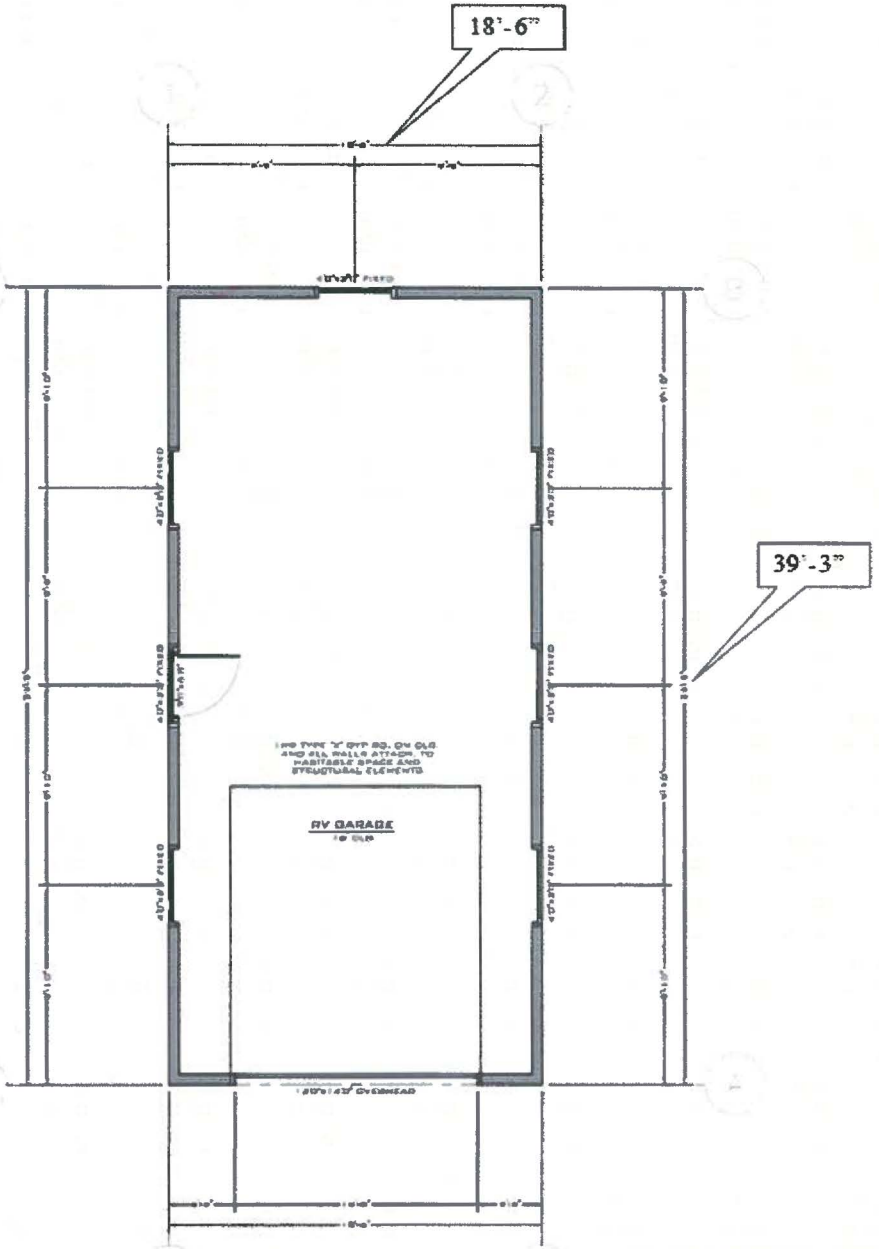


SOUTH ELEVATION



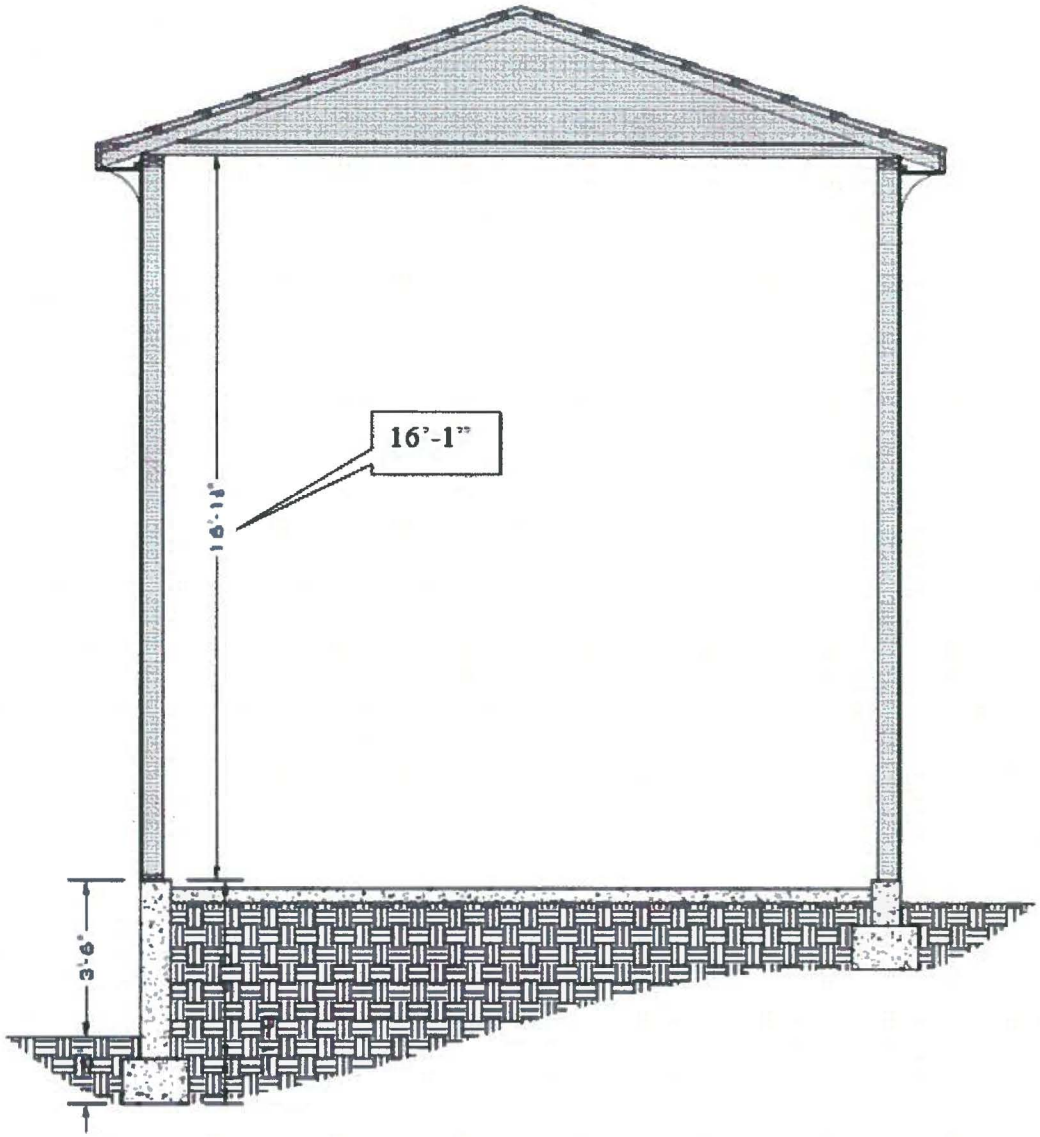
NORTH ELEVATION

Floor Plan



18.5 x 39.25 = 730.75 sq. ft.

Cross Section









DRAFT

Agenda Item Number : 08

Request For Council Action

Date Submitted	03/27/2019 09:20 AM
Proposed City Council Date	04/18/2019
Applicant	Matt Hansen, PEG Companies
Subject	Consider approval of a conditional use permit for a Historic District Bar Establishment in the Advenire Hotel located at the southwest corner of Main Street and St. George Boulevard.
Background	This is a request for a CUP, in order to operate a bar establishment in the Advenire Hotel. This bar would be operated in the 'boutique' hotel currently under construction in the downtown "City View" mixed use development project.
Proposed Resolution	Planning Commission recommends approval.
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	John Willis
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George

Community Development

CUP / Historic District - Hotel Bar

PLANNING COMMISSION AGENDA REPORT: **03/26/2019**
CITY COUNCIL MEETING: **04/04/2019**

CONDITIONAL USE PERMIT
Historic District Hotel Bar – Inside a Boutique Hotel
Case # 2019-CUP-009

Request: This is a request for Advenire Hotel Historic District 'Hotel Bar Establishment' License - CUP application.

Background: This hotel bar would be operated in the new 'boutique' hotel currently under construction within the downtown mixed use development project called "City View." In addition to the first floor level hotel bar, there will also be a 4th floor outside patio area where special events can occur (weddings, parties, etc.) and alcohol could be served.

Location: The boutique hotel is located at the southwest corner of Main Street and St George Boulevard. The hotel bar is inside and north of the lobby areas and east of the restaurant area (see exhibits).

APN: SG-CIVI-1-CB

Reference: City View Projects: Case No. 2016-CUP-018 & 2016-BDCSP-002
Note: The cases above were previously approved by City Council for the building heights, building design, site design, parking, setbacks, landscaping, etc. This case is for the proposed use of a hotel bar (see narrative)

Applicant: SG Boulevard Hotel, LLC

Representative: Matt Hansen, PEG Companies

Zoning: C-4 (Central Business District Commercial)

General Plan: COM (Commercial)

Narrative: See attached

Ordinance: Per Section 10-10-2 "Permitted Uses" a bar, beer parlor, tavern, lounge, sale of draft beer, or similar uses require a CUP. Thus the reason for this CUP.

Hours: Shall comply with State of Utah requirements.

Conditions: It's recommended that the following conditions be applied along with any other conditions recommended by the Planning Commission and set by the City Council:

1. State Requirements - The applicant shall comply with all State of Utah requirements for a liquor license.
2. Local Consent – The applicant shall comply with all local requirements for operation of a brewery and bar.
3. Findings – The applicant shall comply with any findings set for a conditional use permit by the City Council to mitigate the site and project *(see below)*.
4. Access – The patio area shall not have access to Main Street.

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

Yes	N/A	Category	Description
Control all noise levels to prevent disturbance of neighbors.		A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
Comply with Local, State, and Federal air quality		B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
Contain all **odors** to meet city and state standards		C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
This is a new structure that will complement the area		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.

Meet State and Federal safety standards		E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rockfall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
		F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
This is a new building with an approved height		G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
Set by State of Utah		H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
		I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
Comply with State standards		K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

Narrative

PEG COMPANIES

February 27, 2019

City of St. George
175 E 200 N
St. George, UT 84770

RE: Advenire Hotel – Historic District Bar Establishment License CUP Application

PEG Companies ("PEG"), acting on behalf of SG Boulevard Hotel, LLC ("SGBH"), is pleased to submit this application for a Conditional Use Permit granting a Historic District Bar Establishment License. This license would be used in the operation of The Advenire (formerly referred to as The Snow House), SGBH's boutique hotel currently under construction at 25 W St. George Boulevard. PEG intends to apply on SGBH's behalf for a Hotel License through the State of Utah, which would combine the Restaurant, Banquet, and Bar services we wish to provide at the hotel.

As a Marriott Autograph Collection property, The Advenire will provide a luxury hospitality experience in the heart of downtown St. George. This attracts a global clientele that is accustomed to amenities including fine dining, a full bar, and room service. These services have all been programmed into our design and business plan, and we are confident they will provide an economic benefit to the downtown historic district. We are excited by the menu our food and beverage partner is preparing, with the expectation that the restaurant will become a destination for locals as well as out-of-towners.

Many of the 60 guestrooms were designed with a strong food and beverage component in mind, particularly the fourth floor suites that feature balconies for an upscale in-room dining experience. The restaurant offers a 373 square-foot private dining room, which can be partitioned from the remainder of the space for business meetings or small private events. The lobby includes a 582 square-foot patio space fronting Main Street that may serve as overflow space for restaurant or bar patrons. The premier amenity is a 1,987 square-foot terrace on the fourth floor, which includes cabanas, an outdoor fireplace, and a large spa pool. This space will also be available to reserve for private events.

The design team, management company, and chef have been working with the state to ensure all function space meets the proper codes for its intended use. While the final design may vary slightly to satisfy any state requirements, it will not substantially differ from what is shown on the plans accompanying this letter.

We anticipate construction completion in August, 2019, and hope to be open for business in September. City staff mentioned needing to be able to visually inspect the building as part of the licensing process. Although we are still under construction, the existing framing allows for a good visualization of the different function spaces within the building. We would be happy to arrange for a walkthrough at the City's convenience if you will please contact us in advance.

Thank you,

Matt Hansen
Director Multifamily
PEG Companies

2019-CUP-009

Vicinity Map




ST GEORGE BLVD
UPPER PLAZA
RESTAURANT TERRACE
UNDERGROUND PARKING ENTRANCE
NORTH APARTMENTS
INFINITY POOL
PEDESTRIAN RAMP
APARTMENTS WALKOUT
HOTEL
LOBBY TERRACE
PORTE COCHERE
100 WEST
MAIN STREET
WATER FEATURE
STREAM
PARKING (10 STALLS)
TURF GRASS
STREAM
UNDERGROUND PARKING ENTRY
DROP OFF
TOLLEY CABIN
GREEN HEDGE MANOR
XMAS COTTAGE
CARRIAGE HOUSE
CONNECTION TO GREEN GATE VILLAGE
SOUTH APARTMENTS
GRANARY SUITE
MORRIS HOUSE
RAISED PLANTER BED
TURF GRASS
JUDD BUNGALOW
BENTLEY HOUSE
ORSON PRATT HOUSE
JUDD'S STORE
RAISED PLANTER BED
CONNECTION TO GREEN GATE VILLAGE
BRICK PAVERS TO MATCH GREEN GATE VILLAGE

General Plan = COM (Commercial)

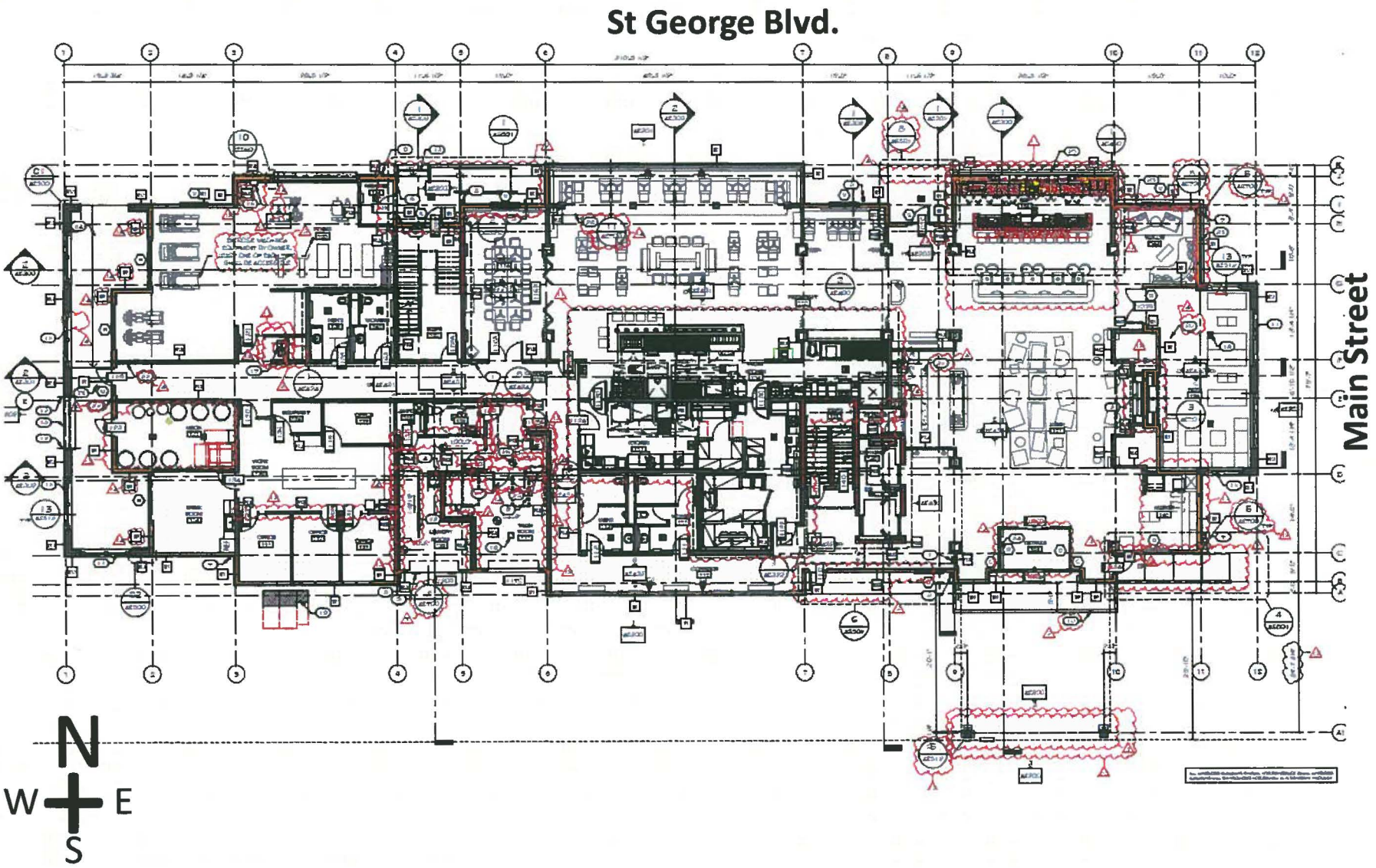


Zoning Map = C4

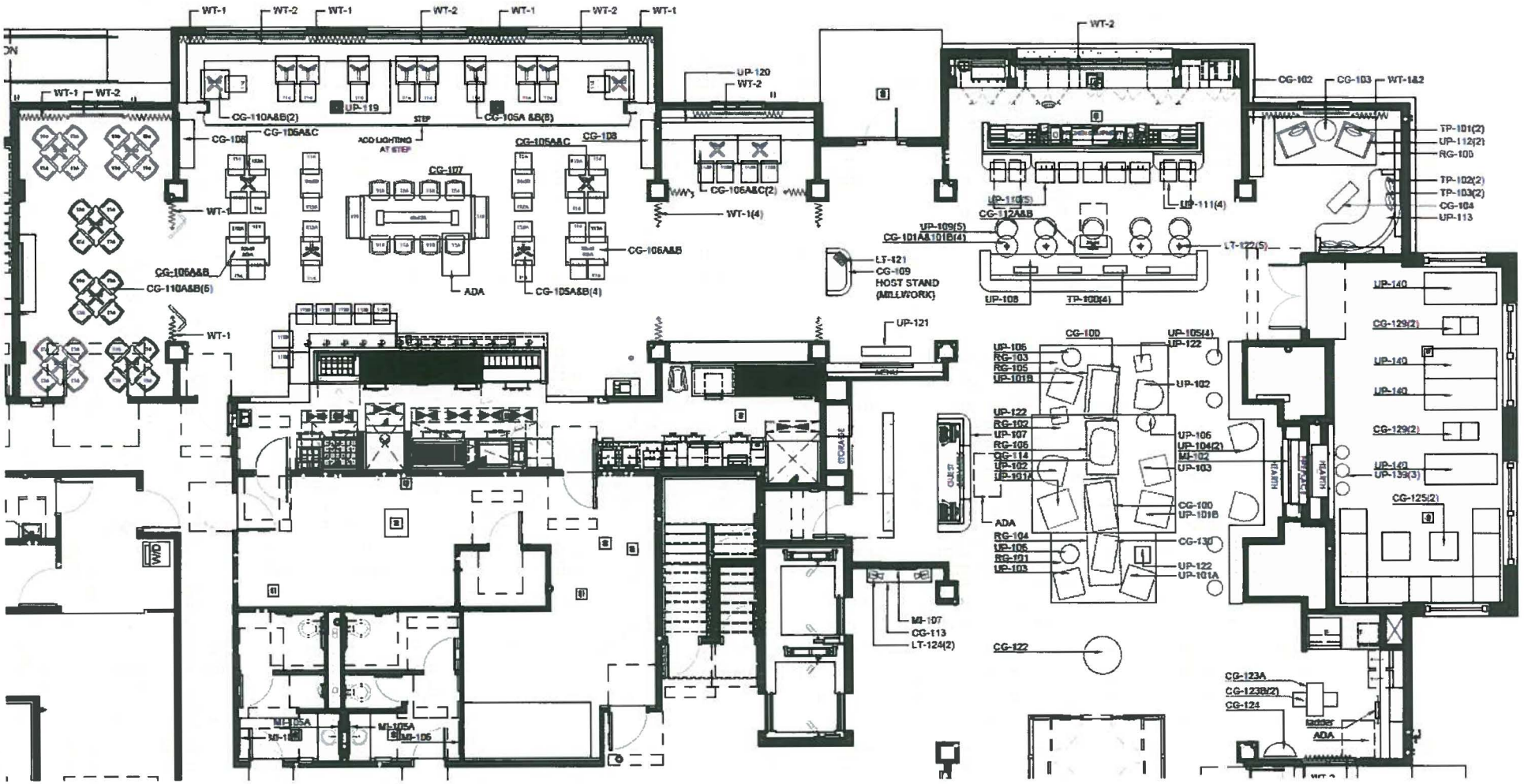


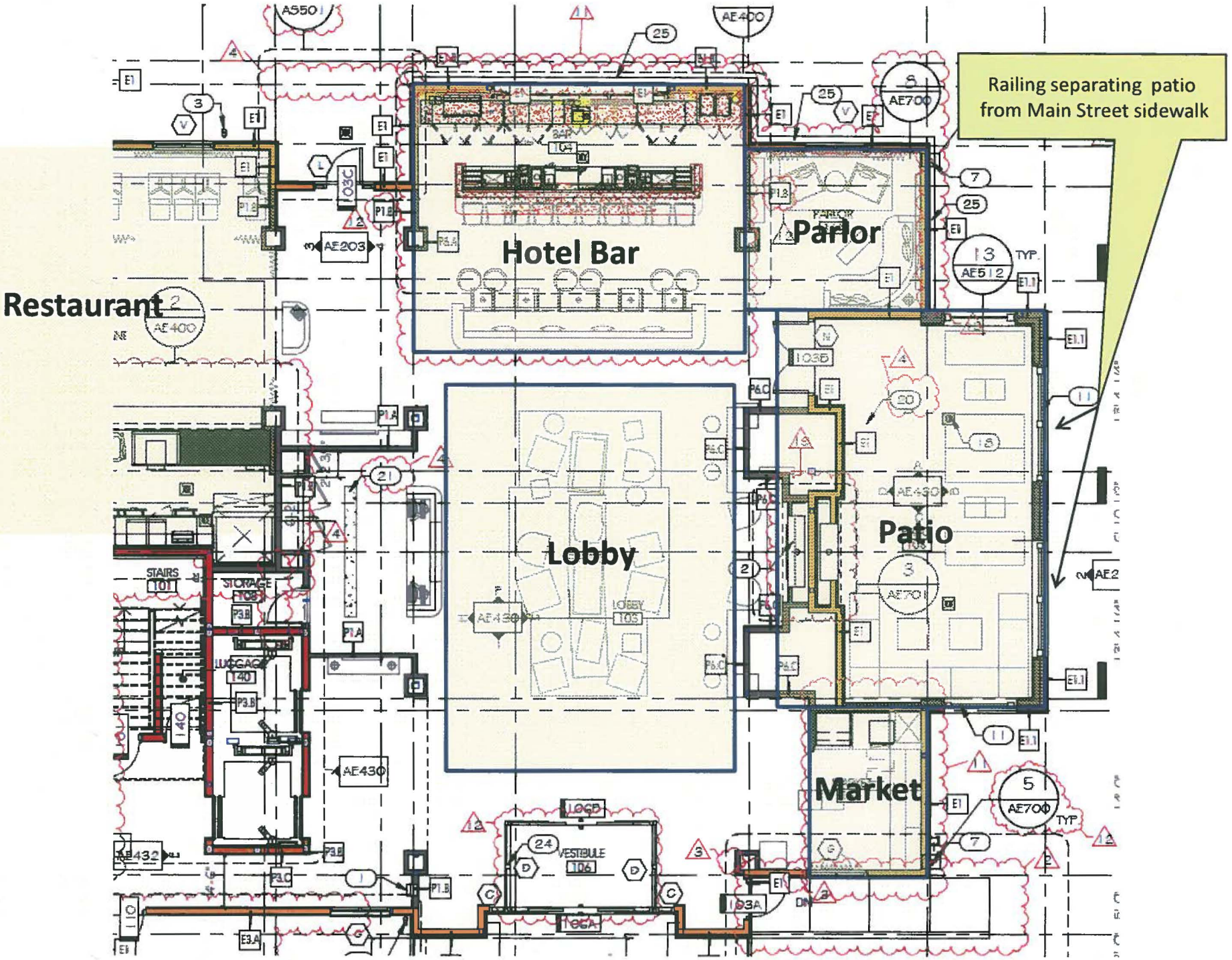

SNOW HOUSE
CITY VIEW - "SNOW HOUSE" HOTEL
ST. GEORGE, UTAH
gla architects

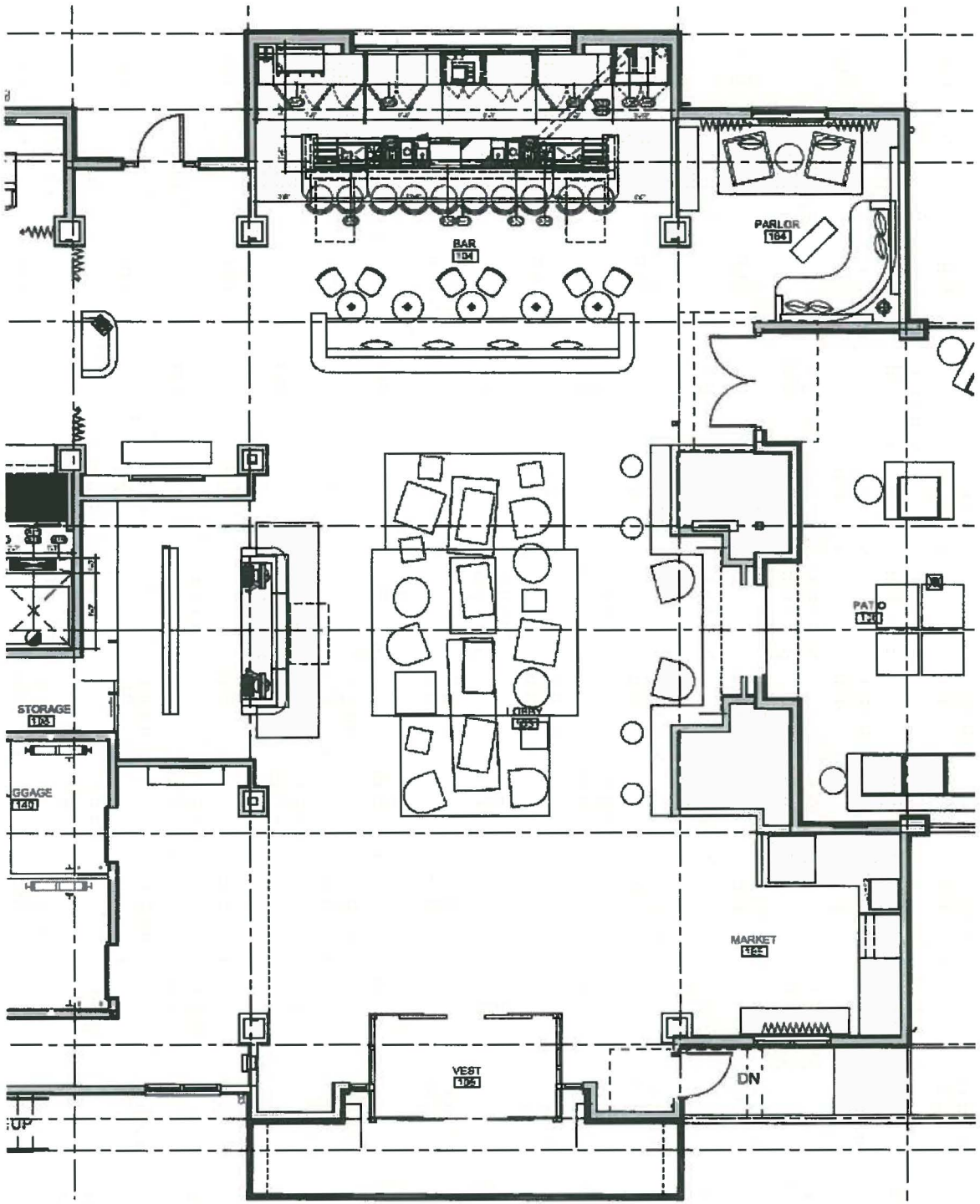
Overall - First Floor Level -Floor Plan

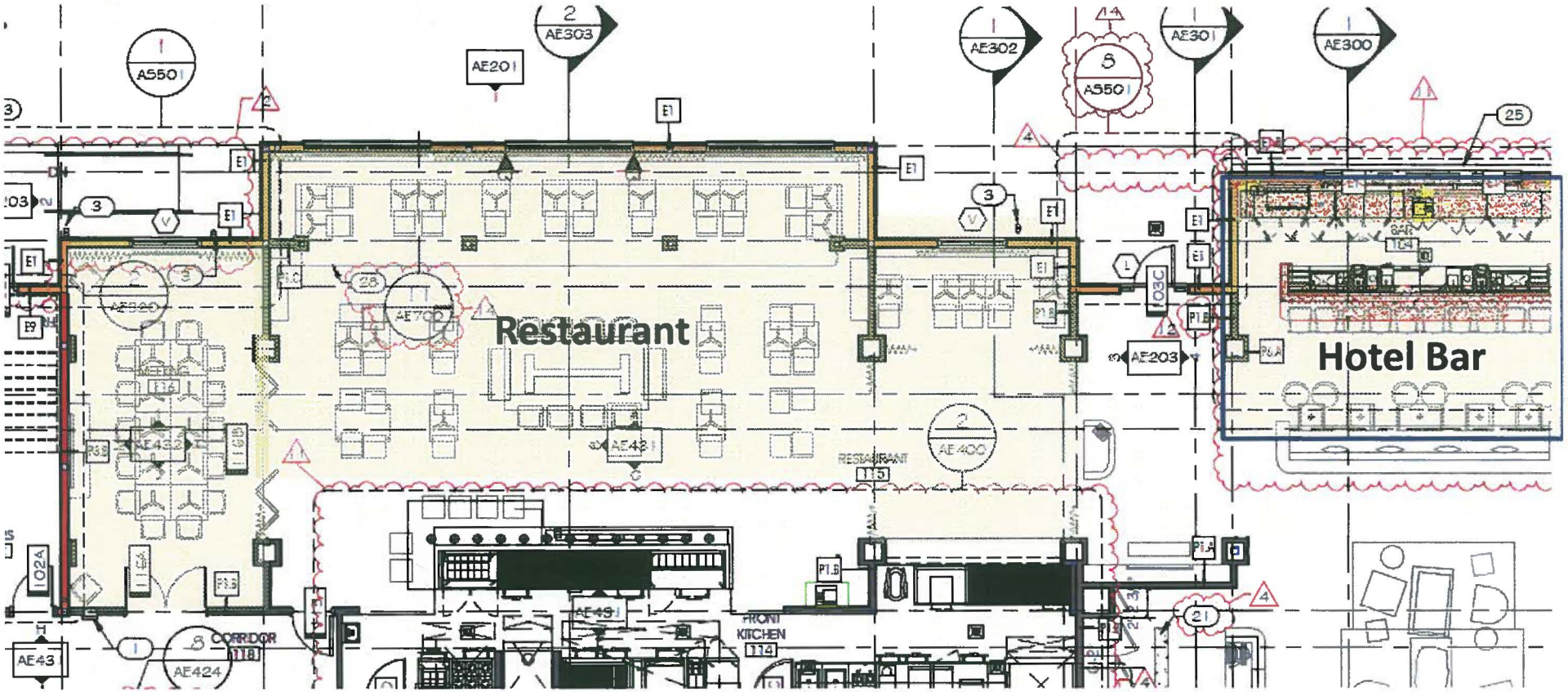


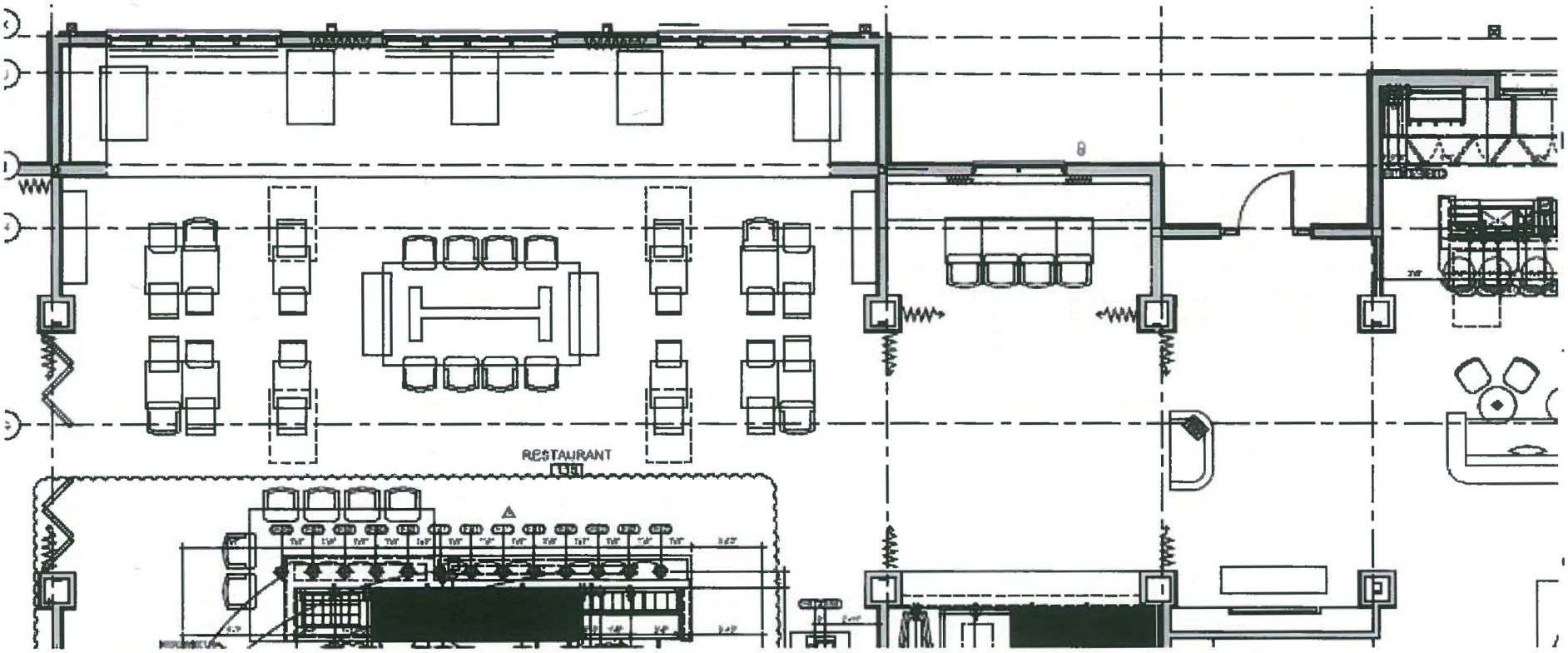
Restaurant & Bar Area

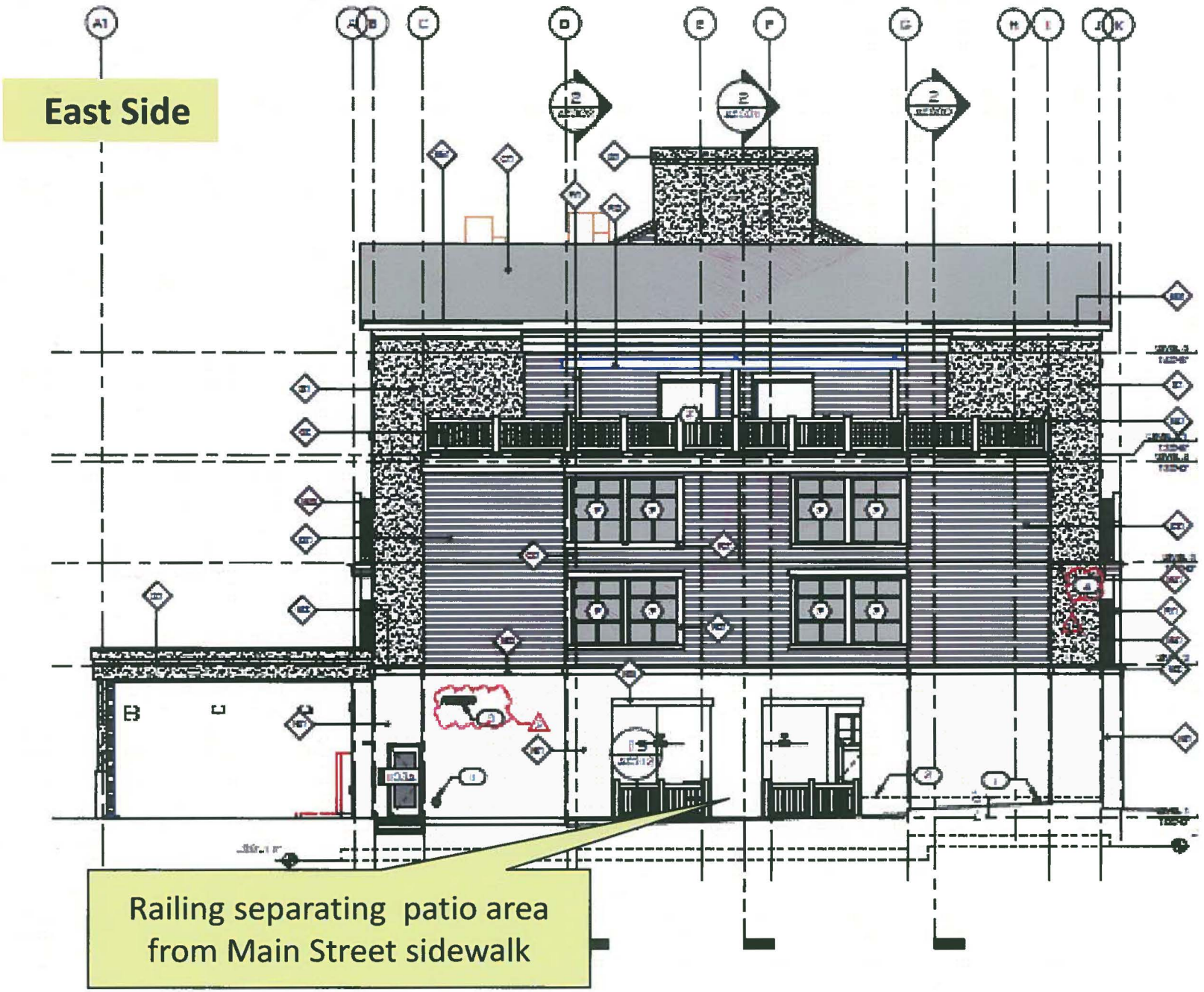


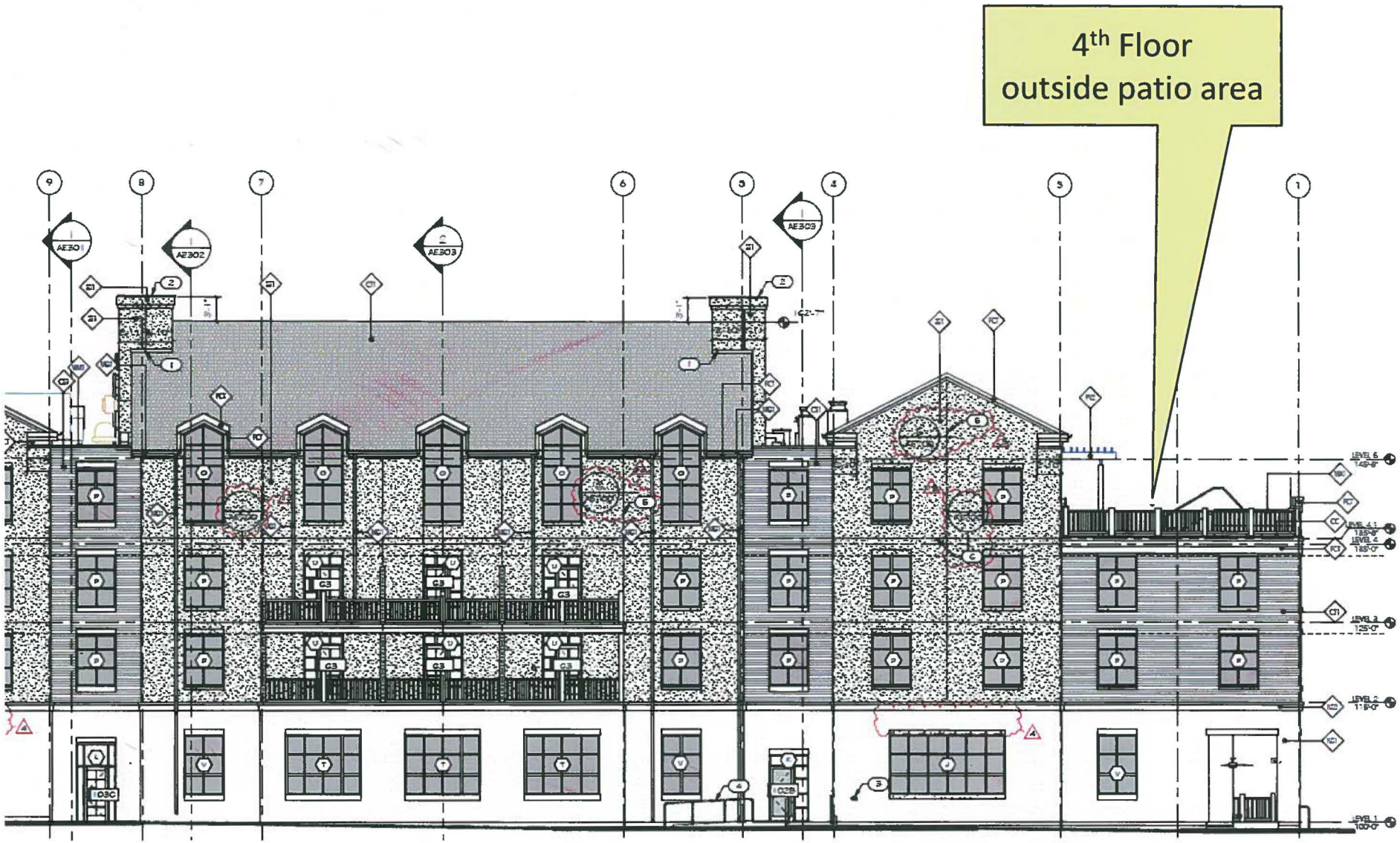

Railing separating patio from Main Street sidewalk
Restaurant
Hotel Bar
Parlor
Lobby
Patio
Market


BAR
104
PARLOR
164
PATIO
STORAGE
103
LOBBY
MARKET
VEST
105
DN
UP


Restaurant
Hotel Bar
AE303
AE201
AE302
AE301
AE300
A550
AE203
AE400
AE424
AE43
CORRIDOR
FRONT KITCHEN
RESTAURANT
BAR


RESTAURANT


East Side
Railing separating patio area from Main Street sidewalk


4th Floor
outside patio area

St.George
THE BRIGHTER SIDE

Raymond Snyder <ray.snyder@sgcity.org>

Marriot Hotel and Bar

2 messages

David Smith <[redacted]> Mon, Mar 25, 2019 at 11:12 PM
To: ray.snyder@sgcity.org

Mr. Ray Snyder,

I am writing to you about my concerns as a property owner on Main Street in St. George, near the proposed Marriott Hotel and associated bar with a patio. If the hotel wants to have a bar inside the facility as part of the restaurant, then I have no problem with that. It can stay contained in the hotel.

I'm actually not at all in favor of a large, modern hotel in that location. It does not fit with the history of the area. It will greatly overshadow the surrounding structures. It will greatly add to the traffic congestion. It's just not the right place for a hotel.

I am very much against the hotel having an open patio with alcohol for the following reasons:

- It's not the image we should want to present as a city. Our beautiful downtown historical district is not a place to go party on the patio, and expose families to drunkenness on a main thoroughfare. This district should be maintained as "family friendly". I firmly believe the city is losing its character and becoming just another "desert oasis". If people want a downtown bar scene, let them keep on driving to Mesquite or Las Vegas. We don't want St. George to become a mini-Vegas. Building a high-rise hotel (and condos for that matter) in the middle of town is an eye-sore, and destroys the unique character of the city that we have enjoyed for decades. The black hill has been ripped up for "progress", and in the process has destroyed one of the most unique features of the city. People built houses on the mesas leading into town from the north. Now instead of having the beautiful features as a "gateway" into the city, all you see is ugly houses. I used to love seeing the "two trains" come into view as a kid whenever we drove into the city on I-15. Putting this hotel and bar in the proposed location is a big mistake, and will add to the degradation of an historical area. All this "progress" is going to result in the eventual destruction of downtown as we know it today. Please stop.
- It is a well-known fact that alcohol establishments increase crime and property damage in the areas they operate.
- I'm sure smoking will also be allowed, which will make the area stink. This will bother other patrons and passersby alike.
- Most patios have music, which will need to be loud in order to overcome the traffic noise and patron conversations. It will lead to an atmosphere that is not the image we want in the downtown area.
- During the season of spring break, this will become a nuisance spot where young adults party on the patio. Spring breakers will drive by and call out to those on the patio, or vice versa. People will be jumping the fence in both directions. Public drunkenness. Loitering by people on the sidewalks around the patio. People won't feel safe walking the area, which will reduce existing foot traffic of shoppers and patrons of other restaurants & stores.
- Other local eateries will want to follow suit and start requesting the city to allow them to have patios in order to compete with the hotel. It will cause a chain reaction, and it will become an undesirable area, which will cause a decline in patrons for the existing, well established businesses. It will only spiral down.
- Many local kids tend to "cruise the boulevard" in summer months and will see this as a place to go drinking.
- A patio will not be amenable to hotel guests. It will be too hot in the summer, and cold in the winter. There will be a lot of noise and exhaust from traffic that will detract from the desired setting.

I could keep going, but the point is, the hotel is a bad idea to begin with. Having a patio bar as well, is just going from bad to worse.

NO BARS OR OPEN DRINKING AREAS SHOULD BE ALLOWED IN HISTORICAL DOWNTOWN.

Sincerely,

David Smith

St. George City Planning commission members March 16, 2019

RE: Bar license in the historic district

Honorable Nathan Fisher and Commissioners,

Thank you for your consistent efforts to help maintain a safe and desirable place for people to live.

The Bar Establishment License to the Advenire Hotel should not be granted based on the following:

1. The Bar entrance is within 200 feet of the small park across the street by Zions Bank. (The City website and Zions Plaza at 90 N Main is listed under Park/Facility.)
2. The Bar entrance is within 620 feet of the Church property boundary at Tabernacle and Main. (Consider also the town square, children's center and the library. All of which are encouraging families to come to downtown.)
3. The Bar does not enhance the downtown historic plan for the meandering experience of the historic atmosphere in Downtown, from the Brigham Young Home to The Children's Center on 100 South. Walking tours have been established and encouraged over the past decades.

Some suggestions to consider:

1. A restaurant license that did not include the Bar might be considered based on distance and entrance not to exceed the 200 and 300 foot state requirement from the community park facility at Zions Bank.
2. No customer access from a public right of way such as a sidewalk.
3. Access to be provided from the hotel interior.
4. No permanent or temporary exterior signage by the hotel advertising spirits.
5. Restrict the access to hotel patrons or the patron's guests or require a fee.
6. No access by way of seating or overflow be allowed on Main Street. (Mr. Hansen's letter states "the lobby includes a 582 square-foot patio space fronting Main Street that may serve as overflow space for restaurant or bar patrons.")
7. All site proximity restrictions must be maintained as stated in state code 32B-1-202.

One person planning to move to St. George said , "This is a great community but it is hard to get a drink here." His friend, who had recently moved here & was encouraging the other man come here said, "That is why this is such a great place to live!"

Thank you for your service and the pressure you are willing to take as you guide the growth of this community. Our growth has come because of the safe, family friendly, religious atmosphere that exists here including all religions.

Sincerely Yours,

Jim McArthur (Our family has owned the "Bishop's Tithing Office" at 21 North main Street, now Prodo Realty and 25 Main Restaurant for over 90 years.)

St.George
THE BRIGHTER SIDE

Raymond Snyder <ray.snyder@sgcity.org>

Downtown liquor issue

2 messages

[redacted] Mon, Mar 25, 2019 at 1:38 PM
To: ray.snyder@sgcity.org
Cc: [redacted]

Dear Ray,

I was recently made aware of a petition (or license) submitted to have a liquor store opened between the Bear Paw restaurant and the new Marriott Hotel on Main St. near St. George Boulevard I feel this would be a big disappointment and disservice to those who have worked so hard to make our city an admirable place to visit and live.

That main intersection of our town should definitely be kept free from distractions that would be harmful and provide a bad influence for the area. It is way too close to the main and central part of town which includes the children's center, the water park, the Tabernacle, the library, the street events which are so fun to participate in etc. If there was a bar included within the nice hotel for their guests to be able to purchase a drink with their dinner that COULD be acceptable but to have a free standing liquor store that close to the main part of town should NEVER be allowed! Please help keep the historic part of our beautiful and loved city protected from this kind of an environment!

I fear there may be some customers who would be impaired even before they arrived to make their purchases for even more liquor. Where are they going to park! This could present a traffic and pedestrian problem! We don't need them driving in our already congested down town area if they are not 100% sober!

I realize the economic issue of wanting to get the revenue for the sales but wouldn't this go to the State, not the city?

Please help us to keep our city center a clean and safe place to be!

Sincerely
Nancy Winterton
Homeowner at Willow Run Condomeniums in Green Valley

Raymond Snyder <ray.snyder@sgcity.org> Mon, Mar 25, 2019 at 2:01 PM
To: [redacted], Brenda Hatch <brenda.hatch@sgcity.org>, John Willis <john.willis@sgcity.org>

Nancy Winterton,

A liquor store is not proposed. A bar inside of the new boutique hotel is proposed. Attached is the staff report to provide you more information.

Note: I've copied the Business License Department on this email, in case they wish to provide you additional information regarding the City and Sate approval process.

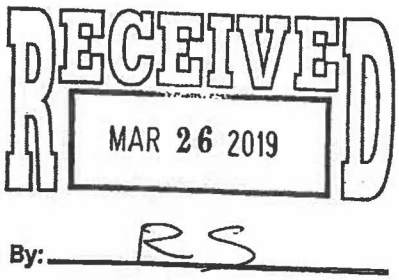
[Quoted text hidden]

--

Ray Snyder
Planner II
City St George
(435) 627-4437
ray.snyder@sgcity.org

PDF 2019-CUP-009 City View Bar.pdf
444K

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS



St George Utah Stake

March 26, 2019

St. George City Planning Commission
175 East 100 North
St. George, UT 84770

Ladies and Gentlemen:

It has been brought to my attention that application has been made for a bar to be located in the City View project in downtown St. George. As the president of the St. George Utah Stake of the Church of Jesus Christ of Latter-day Saints with ecclesiastical responsibility for the Tabernacle I would like to give some input and express some concerns regarding this application.

The St. George Tabernacle is and has been since its dedication in 1876, an important part of the community. For many years it has served as a community center with not only Church meetings being held there but many other community events. However, the Tabernacle is a Church building and meets the criteria of a Church as defined in Utah House Bill 445 lines 422 through 426 included below:

> 422 [(17)] (19) "Church" means a building:
> 423 (a) set apart for worship;
> 424 (b) in which religious services are held;
> 425 (c) with which clergy is associated; and
> 426 (d) that is tax exempt under the laws of this state.

Today the Tabernacle is open daily for tours and many concerts, lectures, and other events. However, in addition to these events the Tabernacle is used for Church meetings. The St. George Utah Stake and the St. George Utah East Stake both hold some or all of their stake conference meetings in the Tabernacle. Other stakes have scheduled the building for stake conference meetings. Other Church meetings being held there currently include seminar graduation, single adult conferences, including a sacrament meeting and firesides. The Tabernacle is considered by the Church primarily as a Church building which is why the president of the St. George Stake has ecclesiastical responsibility for the building and the events held there.

My concern is that the proposed bar may be within 600 feet of the Tabernacle and would not be in accordance with current State law. We certainly want to be good partners with the City and good neighbors to the surrounding property owners. However, it is also important to protect the Tabernacle and its status in the community and to recognize that it is a Church building and to comply with the applicable laws regarding the location of such establishments.

Thank you for your consideration in this matter and please contact me with any questions.

Sincerely,

H. Wayne Everett

H. Wayne Everett, President
St. George Utah Stake

DRAFT

Agenda Item Number : 09

Request For Council Action

Date Submitted	03/25/2019 02:44 PM
Proposed City Council Date	04/04/2019
Applicant	Mike Purdy, Cornerpoint
Subject	Consider approval of the final plat for Amira at Green Valley.
Background	This is the final subdivision plat for Amira at Green Valley, a 47-unit residential condominium subdivision located at 1999 West Canyon View Drive; zoning is PD-R (Planed Development Residential 5,000 SQ/FT minimum lot size).
Proposed Resolution	City staff and Planning Commission recommend approval.
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Mike Purdy
File Attachments	fp-amiracondominiums032519150007.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

OWNER'S DEDICATION:

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

AMIRA at Green Valley

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

IN WITNESS WHEREOF WE HAVE HERE UNTO SET OUR HANDS THIS _____ DAY OF _____, 20___
AMIRA DEVELOPMENT, LLC

BY: DAVID NASAL, MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF WASHINGTON)

ON THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY DAVID NASAL, WHO BEING BY ME DULY SWORN DID SAY HIM HE IS THE MANAGER OF AMIRA DEVELOPMENT, LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF AMIRA DEVELOPMENT, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN

NOTARY PUBLIC NAME (print) — NOTARY SIGNATURE
A NOTARY PUBLIC COMMISSIONED IN UTAH

MY COMMISSION NUMBER — (SEAL) NOT REQUIRED PER UTAH CODE 46-1-16(6)

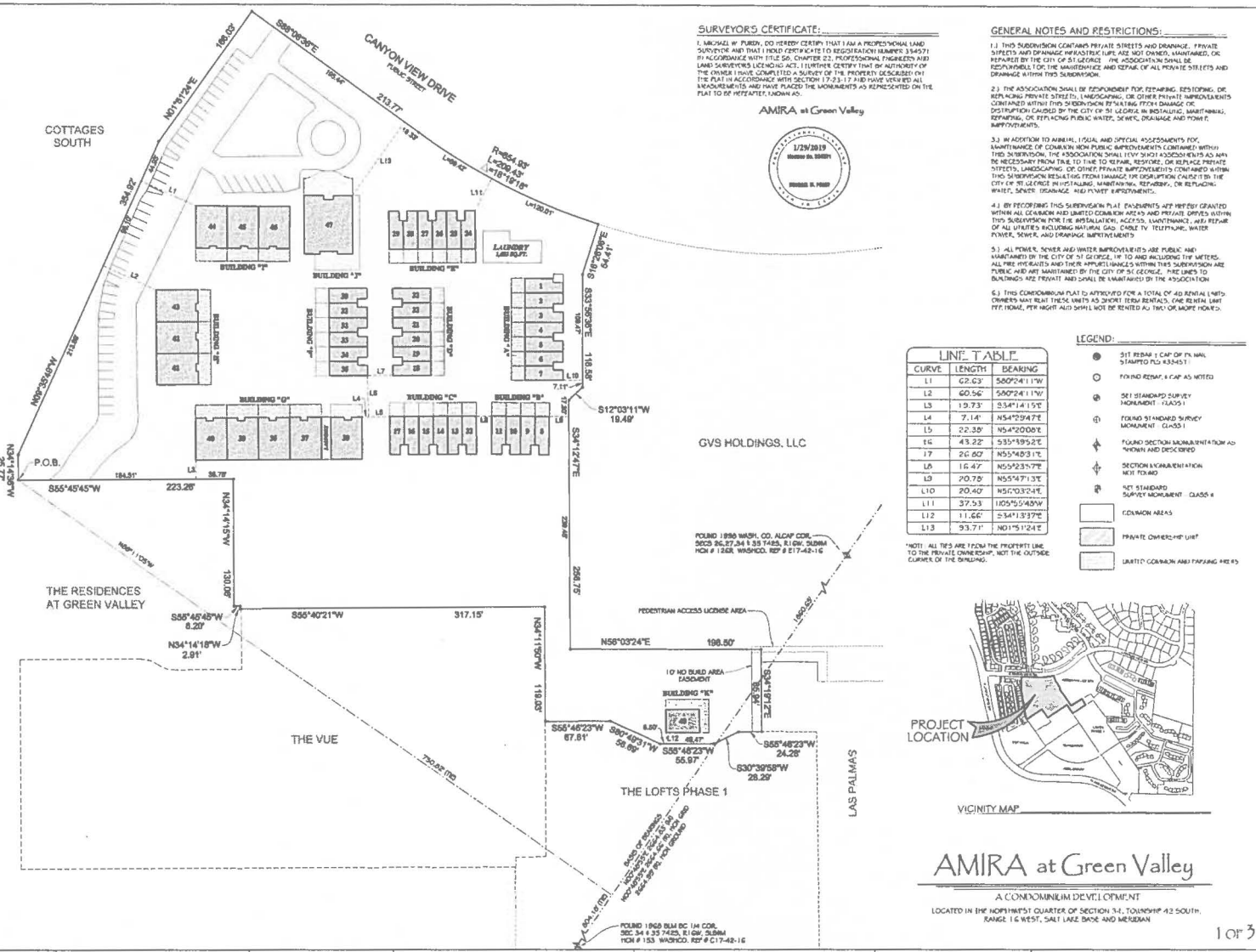
MY COMMISSION EXPIRES:

LEGAL DESCRIPTION:

DESCRIPTION OF AMIRA at Green Valley, A CONDOMINIUM PROJECT LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

BEGINNING AT A POINT ON THE EAST LINE OF THE COTTAGES SOUTH PHASE 1, SAID POINT ALSO BEING NORTH 00°48'59" EAST 804.16 FEET ALONG THE SECTION LINE AND NORTH 89°11'05" WEST 750.02 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 31°14'36" WEST 25.77 FEET AND NORTH 09°33'49" WEST 334.52 FEET AND NORTH 01°51'24" EAST 166.03 FEET ALONG THE EAST BOUNDARY LINE OF THE COTTAGES SOUTH PHASE 1 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CANYON VIEW DRIVE; THENCE SOUTH 88°08'36" EAST 213.77 FEET TO A POINT ON A 654.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH 01°51'24" EAST); THENCE 209.43 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'16"; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 16°26'08" EAST 54.41 FEET; THENCE SOUTH 33°56'30" EAST 116.93 FEET; THENCE SOUTH 12°03'11" EAST 19.49 FEET; THENCE SOUTH 34°12'47" EAST 256.75 FEET; THENCE NORTH 56°03'24" EAST 198.50 FEET; THENCE SOUTH 34°19'12" EAST 99.94 FEET TO THE NORTH LINE OF THE LOFTS PHASE 1; THENCE SOUTH 55°46'23" WEST 24.28 FEET; THENCE SOUTH 30°39'58" WEST 28.29 FEET; THENCE SOUTH 55°46'23" WEST 55.97 FEET; THENCE SOUTH 60°48'31" WEST 56.69 FEET; THENCE SOUTH 55°46'23" WEST 67.81 FEET; THENCE LEAVING THE NORTH LINE OF THE LOFTS PHASE 1 NORTH 34°11'50" WEST 119.03 FEET; THENCE SOUTH 55°40'21" WEST 317.15 FEET; THENCE NORTH 34°14'15" WEST 2.91 FEET; THENCE SOUTH 55°45'45" WEST 6.20 FEET; THENCE NORTH 34°14'15" WEST 130.08 FEET; THENCE SOUTH 55°45'45" WEST 223.26 FEET TO THE POINT OF BEGINNING. CONTAINS 5.78 ACRES

GRAPHIC SCALE
50 0 50 150
1 IN. = 100 FT.
1 inch = 50 ft



SURVEYOR'S CERTIFICATE:

I, MICHAEL W. PURDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE TO REGISTRATION NUMBER 334571 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED THE MONUMENTS AS REPRESENTED ON THE PLAT TO BE HEREAFTER, KNOWN AS:

AMIRA at Green Valley

1/29/2019
Michael W. Purdy
MICHAEL W. PURDY

GENERAL NOTES AND RESTRICTIONS:

1.) THIS SUBDIVISION CONTAINS PRIVATE STREETS AND DRAINAGE. PRIVATE STREETS AND DRAINAGE INFRASTRUCTURE ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST.GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL PRIVATE STREETS AND DRAINAGE WITHIN THIS SUBDIVISION.

2.) THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION BY HAVING EACH DAMAGE OR DISTRIBUTION CAUSED BY THE CITY OF ST.GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC WATER, SEWER, DRAINAGE AND POWER IMPROVEMENTS.

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

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

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

6.) THIS CONDOMINIUM PLAT IS APPROVED FOR A TOTAL OF 40 RENTAL UNITS. OWNERS MAY RENT THESE UNITS AS SHORT TERM RENTALS. ONE RENTAL UNIT PER HOME, PER NIGHT AND SHALL NOT BE RENTED AS TWO OR MORE HOMES.

LINE TABLE

CURVE	LENGTH	BEARING
L1	62.63'	S80°24'11"W
L2	60.56'	S80°24'11"W
L3	19.73'	S34°14'15"E
L4	7.14'	N54°29'47"E
L5	22.38'	N54°20'08"E
L6	43.22'	S35°39'52"E
L7	26.60'	N55°48'31"E
L8	16.47'	N55°23'57"E
L9	20.78'	N55°47'13"E
L10	20.40'	N56°03'24"E
L11	37.53	N05°55'48"W
L12	11.66'	S34°13'37"E
L13	93.71'	N01°51'24"E

*NOTE: ALL TIES ARE FROM THE PROPERTY LINE TO THE PRIVATE OWNERSHIP, NOT THE OUTSIDE CURVES OF THE BUILDING.

LEGEND:

- 5/8" REBAR & CAP OR PK NAIL STAMPED PLS #334571
- FOUND REBAR & CAP AS NOTED
- SET STANDARD SURVEY MONUMENT - CLASS 1
- FOUND STANDARD SURVEY MONUMENT - CLASS 1
- FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- SECTION MONUMENTATION NOT FOUND
- SET STANDARD SURVEY MONUMENT - CLASS 4
- COMMON AREAS
- PRIVATE OWNERSHIP UNIT
- LIMITED COMMON AND PARKING AREAS

VICINITY MAP

AMIRA at Green Valley

A CONDOMINIUM DEVELOPMENT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

AMIRA at Green Valley
A CONDOMINIUM DEVELOPMENT

PREMIER Design & Engineering

PLAT FILE NUMBER:	DATE: 1.29.2019	DRAWN: T.A.M.
AMIRA COVER JOB TITLE:	SCALE: 1" = 50'	CHECKED: M.P.

APPROVAL of the Community Development Director

I, the Community Development Director for the City of St. George, hereby this the _____ day of _____, A.D. 20___ do hereby recommend the above Subdivision Final Plat and recommend the same for acceptance by the City of St. George, Utah.

Community Development Director
City of St. George

Engineer's Approval

The within Subdivision Final Plat has been reviewed and is approved in accordance with the information on file in this office this

____ day of _____, A.D. 20___

Engineer
City of St. George

APPROVAL as to FORM

Approved as to Form this the ____ day of _____, A.D. 20___

City Attorney
City of St. George

APPROVAL of the PLANNING COMMISSION

On this the ____ day of _____, A.D. 20___ the Planning Commission of the City of St. George, having reviewed the above Subdivision Final Plat and having found that it complies with the requirements of the City's Planning Ordinances, and by authority of said Commission hereby approves said Subdivision for acceptance by the City of St. George, UT.

Chairman Planning Commission
City of St. George

APPROVAL and ACCEPTANCE by City of ST. GEORGE, UTAH

We, the Mayor and City Council of the City of St. George, UT. have reviewed the above subdivision Final Plat and by authorization of said City Council record in the minutes of its meeting of the _____ day of _____ A.D. 20___ hereby accept said Final Plat with all encumbrances and obligations pertaining thereto.

Attest: City Recorder
City of St. George

Mayor
City of St. George

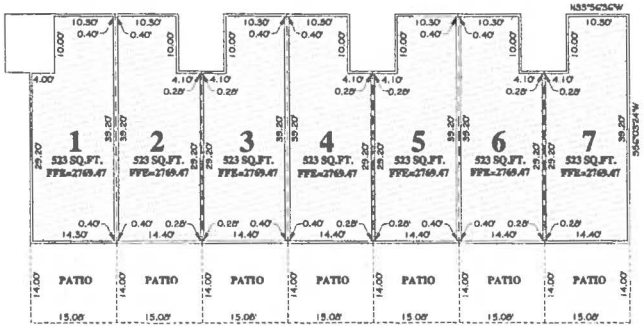
Treasurer Approval

I, Washington County Treasurer hereby certify that the _____ day of _____, A.D. 20___ that all taxes, special assessments and fees due and owing on this Subdivision Final Plat have been paid in full.

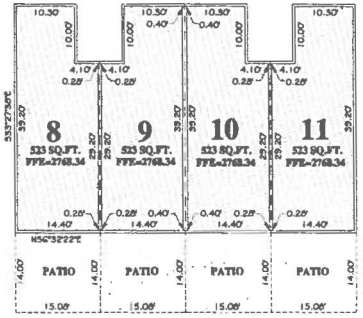
Washington County Treasurer

Recorded Number

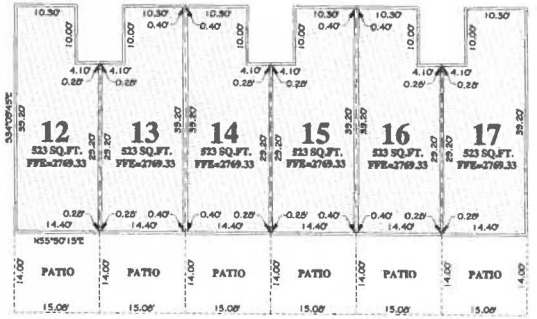
Washington County Recorder



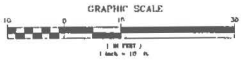
BUILDING "A"

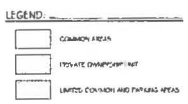


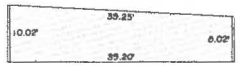
BUILDING "B"



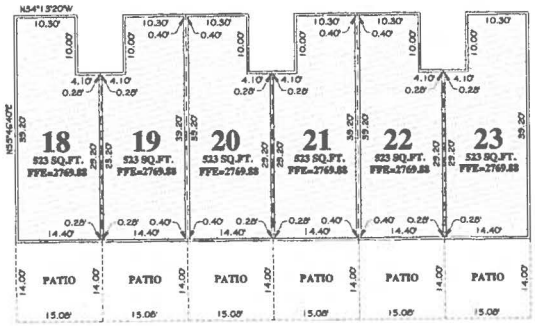
BUILDING "C"



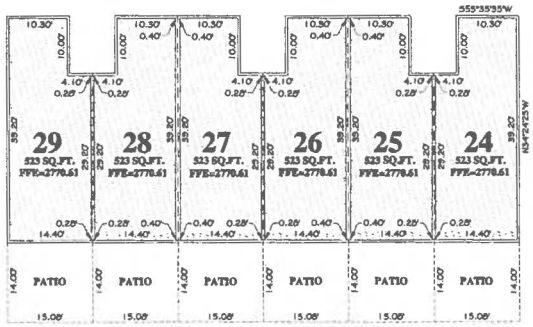




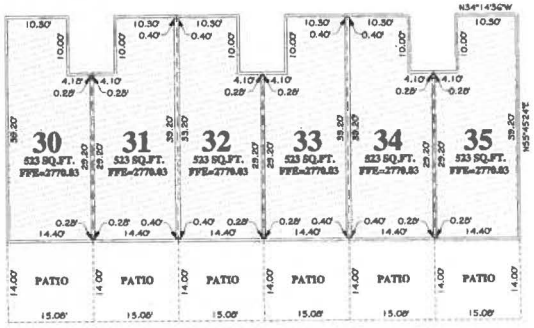
UNITS #1-35
ELEVATION SECTION



BUILDING "D"



BUILDING "E"

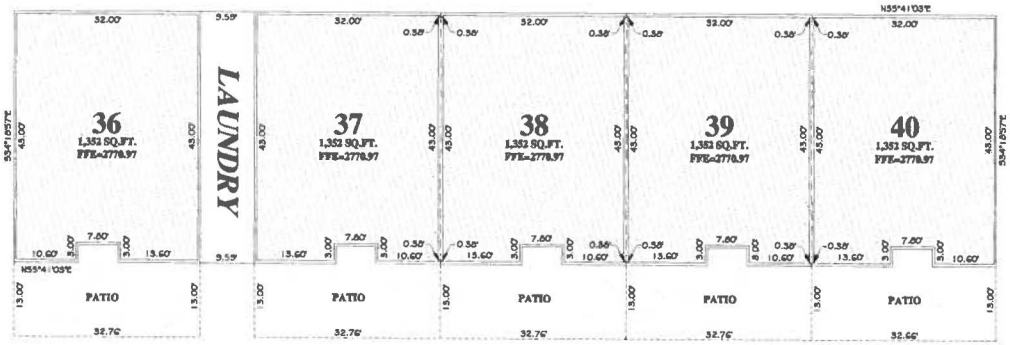


BUILDING "F"

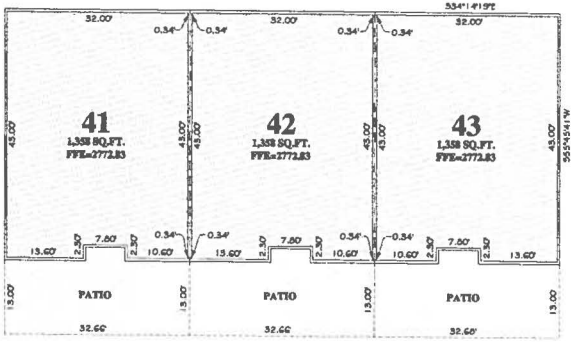
AMIRA at Green Valley
A CONDOMINIUM DEVELOPMENT

PREMIER
Design & Engineering

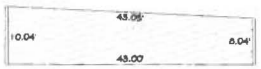
FINAL PLAT FILE NUMBER:	11/19/2014 DATE:	E.A.W. DRAWN:
AMIRA CONDO JOB TITLE:	1" = 10' SCALE:	M.P. CHECKED:



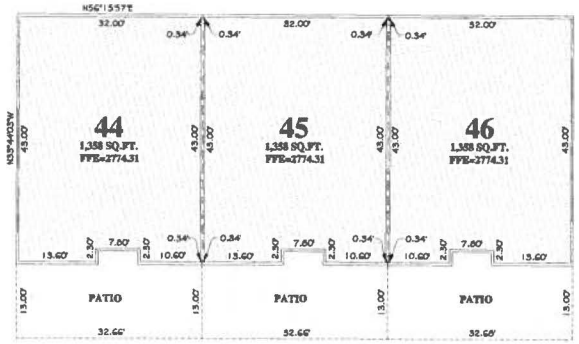
BUILDING "G"



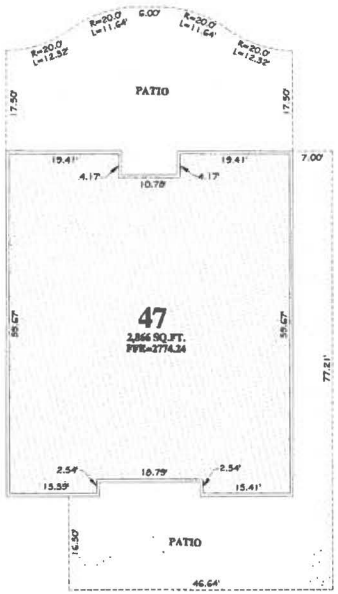
BUILDING "H"



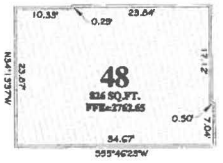
UNITS #36 - 46
ELEVATION SECTION



BUILDING "I"



BUILDING "J"



BUILDING "K"



UNIT #48
ELEVATION SECTION



UNIT #47
ELEVATION SECTION

LEGEND:

- COMMON AREAS
- PRIVATE OWNERSHIP UNIT
- LIMITED COMMON AND PARKING AREAS

GRAPHIC SCALE

AMIRA at Green Valley
A CONDOMINIUM DEVELOPMENT

PREMIER Design & Engineering

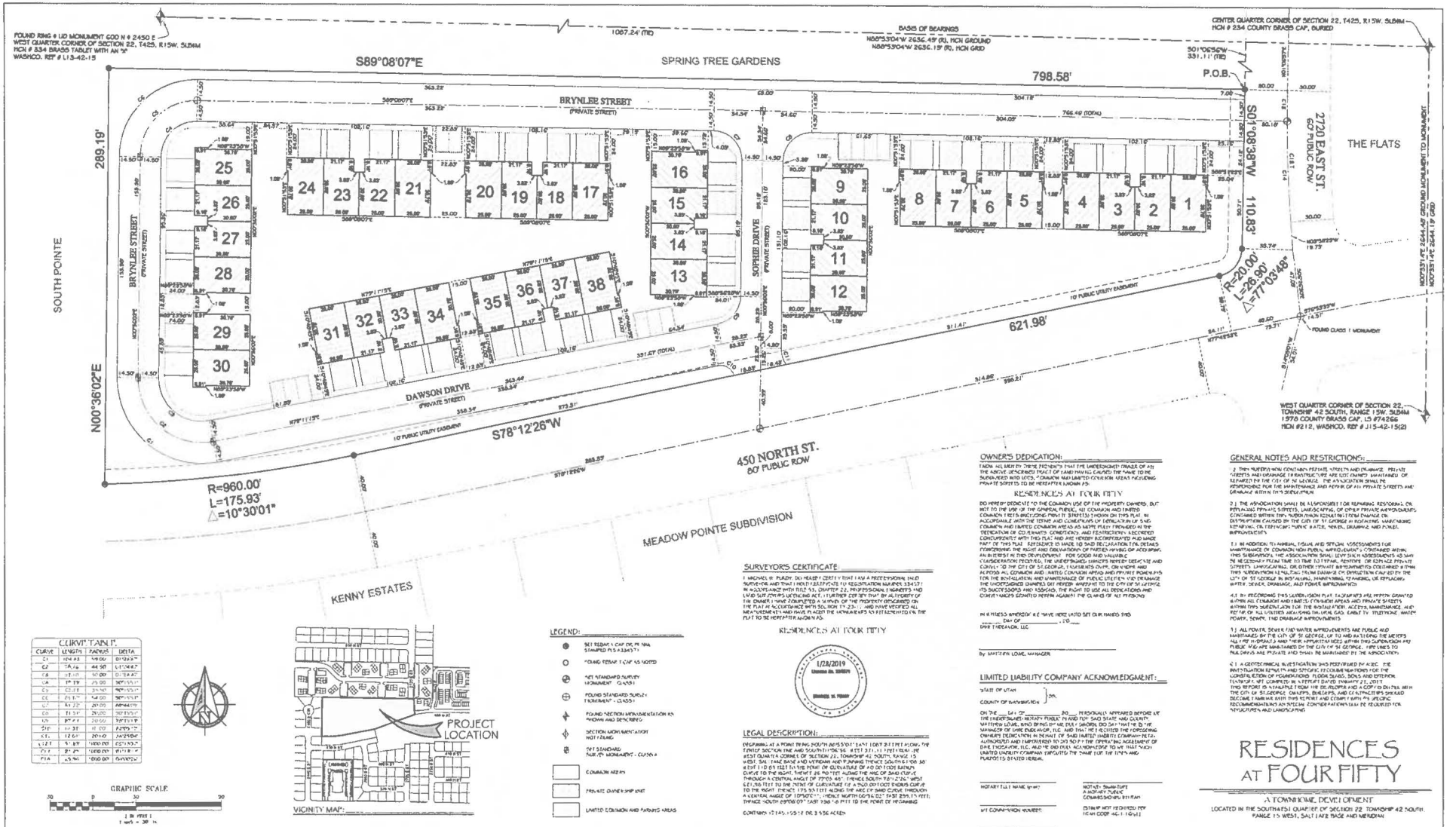
PAVEMENTS FILE NUMBER:	11/08/19 DATE:	J.A.M. DRAWN:
AMIRA CONDO JOB TITLE:	1" = 10' SCALE:	M.F. CHECKED:

DRAFT

Agenda Item Number : 10

Request For Council Action

Date Submitted	03/21/2019 09:59 AM
Proposed City Council Date	04/04/2019
Applicant	Mike Purdy, Cornerpoint
Subject	Consider approval of the final plat for the Residences at Four Fifty.
Background	This is the final subdivision plat for the Residences at Four Fifty, a 38-lot residential subdivision located at 450 North Street and 2720 East Street; zoning is PD-R (Planed Development Residential 5,000 SQ/FT minimum lot size).
Proposed Resolution	City staff and Planning Commission recommend approval
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Todd Jacobsen
File Attachments	fp-residencesatfourfifty032119095935.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	164.83	549.00	017°12'07"
C2	78.46	44.50	101°01'47"
C3	31.10	50.00	035°37'47"
C4	19.19	25.00	043°58'51"
C5	62.23	34.50	103°20'51"
C6	89.37	54.00	094°49'51"
C7	41.22	29.00	081°26'19"
C8	31.37	29.00	061°57'51"
C9	87.41	30.50	328°51'19"
C10	11.38	11.00	059°15'17"
C11	12.61	29.50	024°29'04"
C12	51.89	1000.00	002°58'25"
C13	21.49	1000.00	001°13'47"
C14	29.96	1000.00	001°43'01"

GRAPHIC SCALE
30 0 30 90
1 IN. = 30 FT.

VICINITY MAP:

LEGEND:
- SET REBAR & CAP OR PK NAIL STAMPED PLS #334577
- FOUND REBAR & CAP AS NOTED
- SET STANDARD SURVEY MONUMENT - CLASS I
- FOUND STANDARD SURVEY MONUMENT - CLASS I
- FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- SECTION MONUMENTATION NOT FOUND
- SET STANDARD PUBLIC MONUMENT - CLASS A
- COMMON AREAS
- PRIVATE OWNERSHIP UNIT
- LIMITED COMMON AND PARKING AREAS

SURVEYOR'S CERTIFICATE

I, MICHAEL W. PLADY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 334577 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED THE MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY THE LAWS OF THE STATE OF UTAH GOVERNING SURVEYS AND SURVEYORS. I FURTHER CERTIFY THAT THE INFORMATION SHOWN HEREON IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE DEVELOPMENT AND TO ACCURATELY DETERMINE THE LOCATION OF BUILDING UNITS AND COMMON AREAS AS SET FORTH ON THE PLAT AND TO ACCURATELY DESCRIBE THEIR LOCATION ON THE GROUND.

RESIDENCES AT FOUR FIFTY
1/28/2019
MICHAEL W. PLADY

LEGAL DESCRIPTION:

BEGINNING AT A POINT BEING SOUTH 0°53'14" EAST 1067.24 FEET ALONG THE CENTER SECTION LINE AND SOUTH 1°06'56" WEST 331.11 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 1°08'38" WEST 110.83 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°03'48" THENCE SOUTH 76°12'26" WEST 621.98 FEET TO THE POINT OF CURVATURE OF A 960.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 175.93 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°30'01"; THENCE NORTH 00°36'02" EAST 289.19 FEET; THENCE SOUTH 89°08'07" EAST 798.58 FEET TO THE POINT OF BEGINNING

CONTAINS 17.145 ± TOTAL OR 3.956 ± ACRES

OWNER'S DEDICATION:

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

RESIDENCES AT FOUR FIFTY

DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AND LIMITED COMMON TRACTS EXCLUDING ONLY IT STREETS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF ESTABLISHMENT OF SAID COMMON AND LIMITED COMMON AREAS AS MAY BE FULLY PROVIDED IN THE DECLARATION OR CC&RS CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY WITH THIS PLAT AND ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHT AND OBLIGATIONS OF PARTIES HAVING OF ACCESSING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO THE CITY OF ST.GEORGE, FOR USERS OF THE, ON WHERE AND AS POSSIBLE ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE ROADWAYS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO THE CITY OF ST.GEORGE ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL DEDICATIONS AND CONVEYANCES GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS

IN WITNESS WHEREOF, WE HAVE HERE UNTO SET OUR HANDS THIS ____ DAY OF _____, 20__.
DRR THREADON, LLC

By: MATTHEW LOWE, MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT:

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

ON THE ____ DAY OF _____, 20__ PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY MATTHEW LOWE, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF DRR THREADON, PLLC, AND THAT HE EXECUTED THE FOREGOING OWNERS DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY AND IMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF DRR THREADON, PLLC, AND HE DID ALSO ACKNOWLEDGE TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

NOTARY FULL NAME (print)

NOTARY PUBLIC
(Signature)

MY COMMISSION NUMBER

(Stamp if not required by ICA Code 46-1-16(6))

MY COMMISSION EXPIRES

GENERAL NOTES AND RESTRICTIONS:

1. THIS SUBDIVISION CONTAINS PRIVATE STREETS AND DRIVEWAYS. PRIVATE STREETS AND DRAINAGE INFRASTRUCTURE ARE NOT OWNED / MAINTAINED OR SERVICED BY THE CITY OF ST GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL PRIVATE STREETS AND DRAINAGE WITHIN THIS SUBDIVISION.

2. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION INCLUDING ITEMS DAMAGED OR DESTROYED CAUSED BY THE CITY OF ST GEORGE IN INSTALLING, MAINTAINING, REPAIRING OR REPLACING PUBLIC WATER, SEWER, DRAINAGE AND POWER IMPROVEMENTS.

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

4. BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREIN GRANTED WITHIN ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE STREETS WITHIN THIS SUBDIVISION FOR THE INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING, BUT NOT LIMITED TO, TELEPHONE, WATER, POWER, SEWER, AND DRAINAGE IMPROVEMENTS.

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

6. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY ACEC. THE INVESTIGATION REPORT AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EROSION CONTROL ARE CONTAINED IN A REPORT DATED JANUARY 21, 2019. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY OF IT IS ON FILE WITH THE CITY OF ST.GEORGE BUILDING, PLANNING, AND ENGINEERING DEPARTMENTS. EACH LOT OWNER SHALL BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS. AN SPECIAL CONSIDERATION SHALL BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

RESIDENCES AT FOUR FIFTY

A TOWNHOME DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22 TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN

RESIDENCES AT FOUR FIFTY

PREMIER Design & Engineering

PLAT FILE NUMBER:	DATE: 1/30/2019	DRAWN: T.A.W.
REFERENCE FILE: JOB TITLE:	SCALE: 1" = 30'	CHECKED: M.P.

APPROVAL of the Community Development Director	Engineer's Approval	APPROVAL as to FORM	APPROVAL of the PLANNING COMMISSION	APPROVAL and ACCEPTANCE by City of ST. GEORGE, UTAH	Treasurer Approval	Recorded Number
I, the Community Development Director for the City of St. George, hereby certify that the ____ day of _____, A.D. 20__, received the above Subdivision Final Plat and recommend the same be accepted by the City of St. George, Utah.	The herein Subdivision Final Plat has been reviewed and is approved in accordance with the information on file in this office this ____ day of _____, A.D. 20__	Approved as to Form, this the ____ day of _____, A.D. 20__	On this the ____ day of _____, A.D. 20__ the Planning Commission of the City of St.George, having reviewed the above subdivision Final Plat, and having found that it complies with the requirements of the City's Planning Ordinances, and by authority of said Commission hereby approves said subdivision for acceptance by the City of St.George, UT.	We, the Mayor and City Council of the City of St. George, UT, have reviewed the above subdivision Final Plat, and by authorization of said City Council recorded in the minutes of it's meeting of the ____ day of _____, A.D. 20____ hereby accept said Final Plat with all commitments and dedications pertaining thereto.	I, Washington County Treasurer, certify on this the ____ day of _____, A.D. 20____ that all taxes, special assessments, and fees due and owing on this subdivision Final Plat have been paid in full.	Washington County Recorder
Community Development Director City of St. George	Engineer City of St. George	City Attorney City of St. George	Chairman Planning Commission City of St. George	Attest: City Recorder City of St. George / Mayor City of St. George	Washington County Treasurer	Washington County Recorder

DRAFT

Agenda Item Number : **11**

Request For Council Action

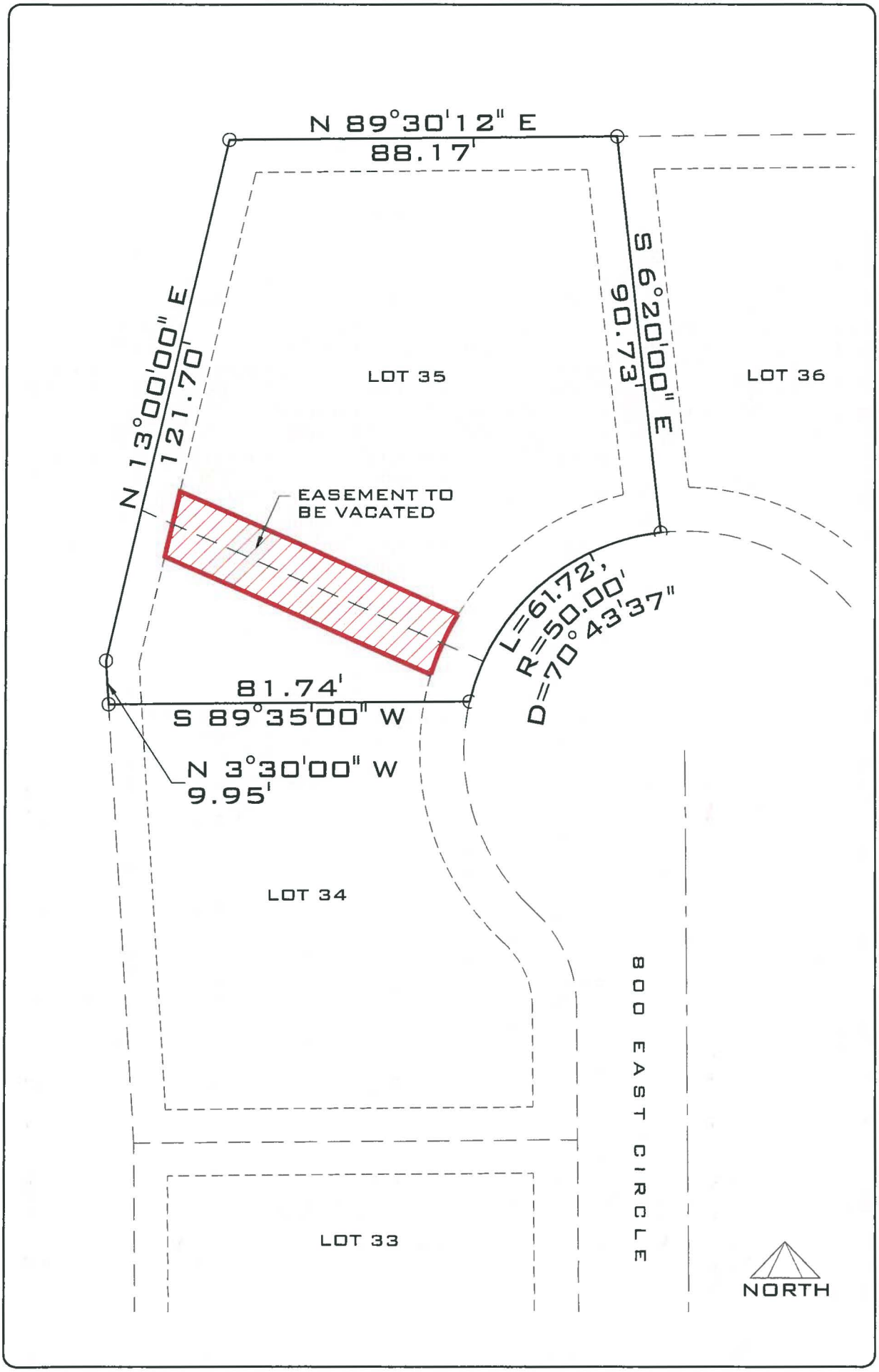
Date Submitted	03/21/2019 09:50 AM
Proposed City Council Date	04/04/2019
Applicant	Mike Purdy, Cornerpoint
Subject	Consider approval of a roadway dedication plat for Panther Way and 3050 East
Background	This is a roadway dedication plat that for Panther Way (750 North) and 3050 East Street; zoning is M-1 (Manufacturing with no minimum or maximum lot size).
Proposed Resolution	City staff and Planning Commission recommend approval.
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Todd Jacobsen
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

DRAFT

Agenda Item Number : 12

Request For Council Action

Date Submitted	03/21/2019 09:54 AM
Proposed City Council Date	04/04/2019
Applicant	Brandon Anderson, Rosenberg Associates
Subject	Public Hearing and consideration of an ordinance for an amended final subdivision plat for Lot 34 & 35 in the Colony Park Subdivision Phase 2 by vacating the public utilities and drainage easement between said lots and to merge a portion of Lot 34 into Lot 35.
Background	This request is to consider an Amended Final Subdivision Plat to merge a portion of Lot 34 into Lot 35, Colony Park Subdivision Phase 2 and vacate the public utilities and drainage easement located between said lots. This request has been approved by City staff and Joint Utilities Committee (JUC). This is located at 916 S. 800 E. Cir.; Zoning is R-1-10 (Single-Family Residential 10,000 SQ/FT minimum lot size)
Proposed Resolution	City staff and Planning Commission recommend approval
Cost	$
City Manager Recommendation	NULL
Action Taken	NULL
Requested by	Todd Jacobsen
File Attachments	fp-lot3435colonypark032119095445.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



DATE:	3/7/2019
JOB NO.:	11336-19
DRAWN BY:	B.E.A.
DESIGNED BY:	B.E.A.
SCALE:	1"=30'
DWG:	SURVEY-BASE.DWG

REVISIONS DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2 St. George, Utah 84790
Ph (435) 673-8586
Fx (435) 673-8397
www.racivil.com

EXHIBIT MAP

SHEET 1 OF 1 SHEETS

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

ORDINANCE NO. _____

Tax ID: SG-CPS-2-34-A, SG-CPS-2-35-A

VACATING A PUBLIC UTILITIES AND DRAINAGE EASEMENT BETWEEN LOTS 34 & 35, COLONY PARK SUBDIVISION PHASE 2 LOCATED IN ST. GEORGE, UTAH
(Vacating a PUE located between said lots and merging a portion of Lot 34 into Lot 35)

WHEREAS, a petition was received by this Council requesting it to vacate the existing public utility and drainage easement belonging to the City of St. George, located between Lots 34 & 35, Colony Park Subdivision Phase 2, and to merge a portion of Lot 34 into Lot 35, as more particularly described on Exhibit A.

WHEREAS, the Joint Utility Committee (JUC) has approved the easement vacation, for the public utility and drainage easement, and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the existing public utility and drainage easement as described in Exhibit A.

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

The portion of a public utilities and drainage easement located between Lot 34 & 35, Colony Park Subdivision Phase 2, is hereby vacated. A portion of Lot 34 is hereby merged into Lot 35, as described in Exhibit A and incorporated herein. This Ordinance is effective immediately upon the date executed below, and upon posting and recording in the manner required by law.

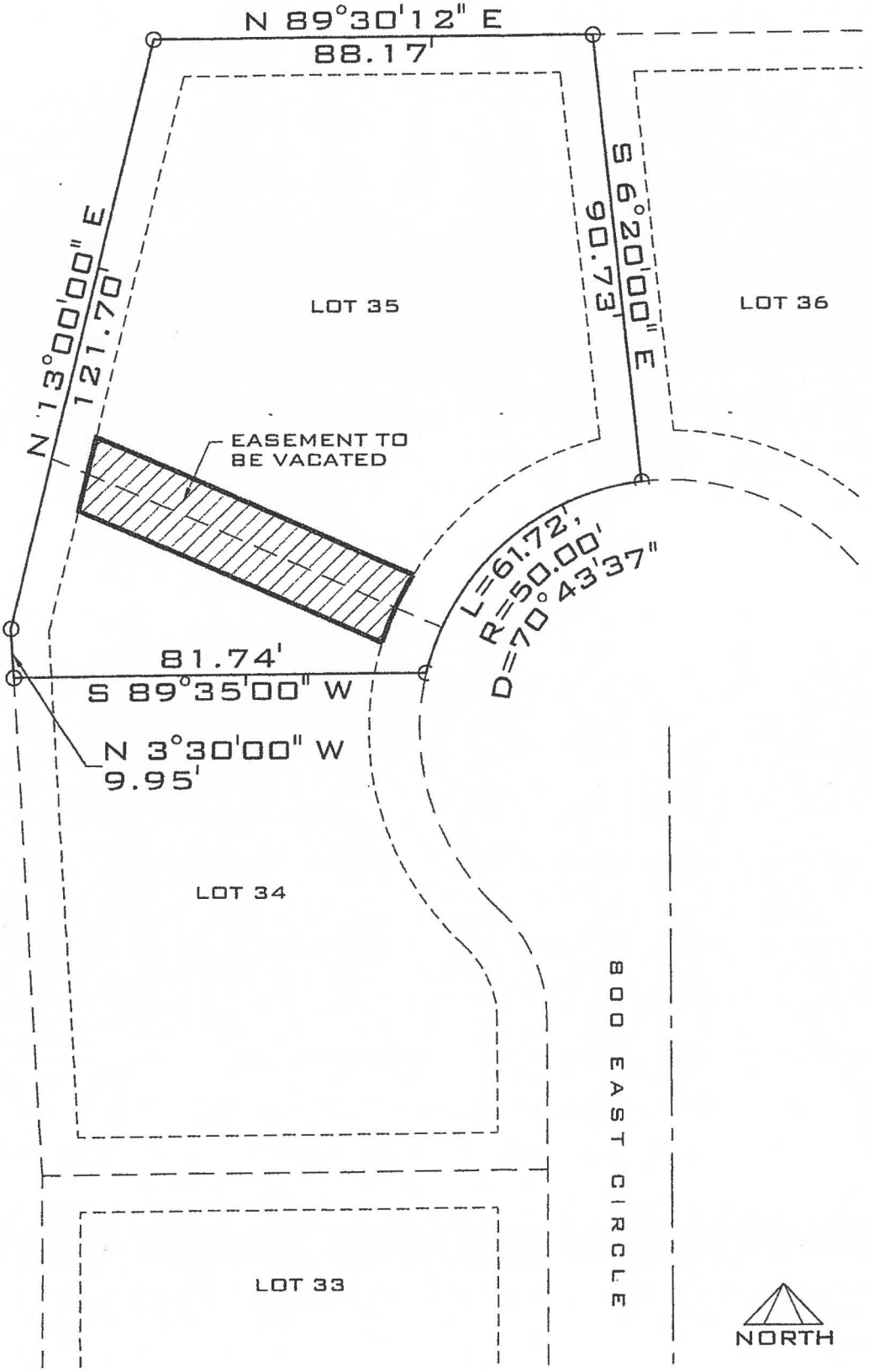
APPROVED AND ADOPTED by the St. George City Council, this _____ day of _____, 2019.

CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder



DATE: 3/7/2019
JOB NO.: 11236-19
DRAWN BY: B.C.A.
DESIGNED BY: B.C.A.
SCALE: 1"=30'
DWG: SURVEY-BASE.DWG

REVISIONS | DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2 St. George, Utah 84790
Ph (435) 673-8586
Fx (435) 673-8397
www.racivil.com

EXHIBIT MAP

SHEET 1 OF 1 SHEETS

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

Utility and Drainage Easement Vacation:

Beginning at a point being South 13°00'00" West 94.14 feet along the westerly line of Colony Park Subdivision Phase II and South 66°00'00" East 7.64 feet from the northwest corner of Lot 35, said Colony Park Subdivision Phase II, and running;

thence North 13°00'00" East 15.28 feet;
thence South 66°00'00" East 69.09 feet;
thence Southwest 15.04 feet along an arc of a 60.00 foot radius curve to the left (center bears South 58°49'26" East, long chord bears South 23°59'43" West 15.00 feet with a central angle of 14°21'41");
thence North 66°00'00" West 66.18 feet to the Point of Beginning.



March 7, 2019