

**ST. GEORGE CITY COUNCIL MINUTES
MAY 16, 2013, 4:00 P.M.
REGULAR MEETING
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Daniel McArthur
Councilmember Jon Pike
Councilmember Gail Bunker
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Ben Nickle
City Manager Gary Esplin
City Attorney Shawn Guzman
Deputy City Recorder Christina Fernandez**

OPENING:

Mayor McArthur called the meeting to order and welcomed all in attendance. The pledge of allegiance to the flag was led by Mayor McArthur and the invocation was offered by Councilmember Jon Pike.

Mayor McArthur announced the Color Palooza, a 5k Charity Run, will be held this Saturday and Sunset on the Square free movies will be held second and fourth Friday of each month at Town Square. He stated he attended the Police Department awards banquet and was proud of all award recipients.

TABLE ITEMS:

Mayor McArthur announced that item 6C to consider approval of a conditional use permit to construct a detached garage to a height of up to 20' behind the dwelling located at 538 East Los Alamitos Drive in a R-1-10 zone has been tabled from the agenda.

APPOINTMENT OF NEW CITY RECORDER:

Mayor McArthur advised Gay Cragun, City Recorder, retired May 15, 2013 after more than 30 years of service with the City. He would like to appoint Christina Fernandez as the new City Recorder.

MOTION: A motion was made by Councilmember Bunker to appoint Christina Fernandez as the new City Recorder.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

CONSENT CALENDAR:

Consider approval of the financial report for April 2013.

City Manager Gary Esplin explained that revenues are higher than expected and expenditures are less than budgeted.

MOTION: A motion was made by Councilmember Pike to approve the financial statement.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

BID OPENINGS:

Consider award of bid for EPR Primary Cable.

Purchasing Manager Connie Hood advised there were only two approved distributors of this product. She recommended award of the bid in the amount of \$67,752.95 to the low bidder, Codale.

MOTION: A motion was made by Councilmember Pike to award the bid in the amount of \$67,752.95 to Codale.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for a Sentinel Patriot System with Vela mapping.

Purchasing Manager Connie Hood advised this request is a sole source bid with Cassidian (Century Link) in the amount of \$505,345.42; the City's match will be \$101,069.08 and is for continuation of Station 7 back up center project.

City Manager Gary Esplin explained the City has received a grant to upgrade the dispatch equipment and system. The costs of the Dispatch function is charged to the entire County on a population basis and any funds left over at the end of the fiscal budget goes into the Dispatch capital fund. There are sufficient funds in the account to handle the match.

Deputy Chief Rich Farnsworth stated the bid is to upgrade the current Dispatch Center in the Police Department. The funds come from the emergency 911 fees collected by the State. He explained this project will make both of the centers state of the art. If a disaster were to occur anywhere within the State dispatchers from those areas could use the center with a flip of a few switches.

MOTION: A motion was made by Councilmember Pike to award the bid for the total cost of the bid, with the City's match of \$101,069.08 for the Sentinel Patriot System.

SECOND: The motion was seconded by Councilmember Nickle.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for a reimbursement agreement with Quality Development to upsize the Equestrian Drive Drainage project.

Purchasing Manager Connie Hood explained this bid is a reimbursement agreement with Quality Development to upsize the Equestrian Drive Drainage project in the amount of \$165,000.00

City Manager Gary Esplin explained the agreement is between the City, Quality Excavation, The Village at Little Valley, LLC., Devco Properties, LLC., KVOB, LLC., LDS Church and The Knolls Group. It is for a 48 inch drain line that will be connected from Little Valley Road to the Ft. Pierce Wash. The agreement allows all parties to participate in the cost of putting the line in. The City is going to pay \$175,000.00, which is more than originally planned, to upsize the line using restricted impact funds that can only be used for drainage related projects.

MOTION: A motion was made by Councilmember Almquist to approve the reimbursement agreement in the amount of \$175,000.00.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for a professional services agreement to Campbell & Associates Architects to provide design, construction documents and construction administration for a barn-style pavilion with attached restrooms and reconstruction of a rock house.

Purchasing Manager Connie Hood advised the bid is for a professional services agreement with Campbell & Associates in the amount of \$31,433.00 to rebuild a rock house that was donated to the City with the condition that it be reconstructed for public use. The house will provide exhibits about agriculture history in the Little Valley area.

Mayor McArthur explained the rock house was donated by the Seegmiller family years ago. A lot of work has been done to beautify the house and it would be a nice addition to the City.

Councilmember Bunker commented this house is a nice piece of history to show how entire families lived in such a small place.

MOTION: A motion was made by Councilmember Nickle to approve the agreement.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

FINAL PLATS:

Todd Jacobsen presented the final plats for: (1) **The Village at Little Valley Phase 2**, a twenty lot single family subdivision located at 2350 East Street and approximately 3400 South; (2) **Bloomington Country Club No. 9 Subdivision Amended**, a forty-one lot single family subdivision located between 2764 Moody Circle and 748 Escalante Drive.

MOTION: A motion was made by Councilmember Pike to approve the final and authorize the Mayor to sign them.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for **Whisper Ridge Phase 5 and 6**, a twenty-seven lot residential subdivision located at approximately Indian Hills Drive and 700 South on 10.76 acres, density is 2.51 dwelling units per acre, zoning is R-1-10 and is shown as low density on the general plan. To handle the drainage, the applicant is proposing to build a detention basin along Indian Hills Drive that will tie into the existing storm drain line. The applicant is also proposing to add an island in the roadway that will be maintained by the HOA. The road into the property will clip a small portion of the adjacent property which the City acquired from the BLM that can only be used for parks or other recreational areas. The developer will be required to stub utilities for a future trailhead and will leave the lots ungraded as a separate grading and drainage plan will be required for each lot. He explained the question arose of whether the developer will be required to pay to improve the roadway as well as adding curb and gutter. In addition, there was a question as to the double fronting lots. The Planning Commission's recommendation is if the developer is willing to donate the hillside to the City and due to the topography of the site no wall shall be required along Indian Hills Drive, no sidewalk shall be installed and no landscape strip is required. However, if the hillside is not dedicated

to the City, the applicant shall be responsible for making the improvements. Sidewalk would be required on the south side of the road.

City Manager Gary Esplin advised that included in the proposed budget for next year is funding for improvements on Indian Hills Drive and may involve widening the shoulder. Because this is a preliminary plat, there can be further discussion in the future. The parcel was acquired from the BLM and is to be used solely for recreational purposes.

Mayor McArthur inquired if staff spoke with to the property owner regarding the donation of the property to the City.

Wes Jenkins stated he could not reach the property owner however, the Planning Commission recommended if the hillside is not dedicated to the City, the applicant shall be responsible for making the improvements.

Councilmember Almquist stated he believes the donation would be positive, but if the City would have to cut into the hillside to widen the road, he would like City Attorney Shawn Guzman to draft something that will indemnify the City.

MOTION: A motion was made by Councilmember Pike to approve the preliminary plat subject to the recommendations of the Planning Commission.
SECOND: The motion was seconded by Councilmember Almquist.
VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for **Entrada at Snow Canyon - Chaco West 3N**, a parcel located along Tacheene Drive on 2.84 acres. Zoning is PD-R and the general plan shows the area as low density residential. The developer will be required to provide a turn-around and a fire hydrant on site.

MOTION: A motion was made by Councilmember Pike to approve the preliminary plat.
SECOND: The motion was seconded by Councilmember Almquist.
VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for **Riverside Cliffs (former Palomar)**, a 28 lot subdivision on 9.64 acres located south of Riverside Drive at approximately 1900 East, zoning is R-1-8, density is 3.08 dwelling units per acre. The developer is proposing islands in the roadways at both entrances to the subdivision. The applicant is requesting the City to donate or trade the adjacent City property.

City Manager Gary Esplin explained the City acquired the property from Doug Rogers and he is unsure if there were conditions on use of the property. He suggested the City work out a lease agreement with the developer.

City Attorney Shawn Guzman advised the City asked for the hillside to keep it from being developed.

MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat.
SECOND: The motion was seconded by Councilmember Nickle.
VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for **Stone Cliffs Phase II**, a 31 lot subdivision on 16.26 acres located at approximately 1600 South and 2550 East, zoning is PD-R, density is 1.91 dwelling units per acre. There is an existing utility easement on the subdivision to the north between lots 10 and 11 of Stone Cove Phase I. The developer is proposing to extend the sewer and storm drain line between lots 1106 and 1107 of this subdivision that will tie into the existing easement. He explained it would be a private easement, however once it meets the existing manhole and catch basin it would become the responsibility of the City to own and maintain. The developer is also proposing not to complete roadway improvements along the current construction access at this time, instead a second access for the development will be provided further east in the future. The developer owns the property directly east of this subdivision, but not the property to the north along 1450 South.

City Manager Gary Esplin inquired if there were houses along the road at this time. He stated there should be access for emergency personnel.

Mr. Jenkins stated there are no houses there at this time. The road is partially paved and Deputy Fire Chief Kevin Taylor stated there will be access for emergency personnel.

Gail Maxwell explained the road, which is a two lane road, is paved and will remain so. The road to the east is a master plan road.

Mr. Jenkins explained the developer is proposing to eliminate sidewalk in this phase. The developer would like to provide a wider pavement section to allow pedestrians to walk along the roadway.

Councilmember Hughes inquired if it was a condition of the Planning Commission to allow for emergency access.

Mr. Jenkins replied yes it was a condition and is also required by the Fire Department

MOTION: A motion was made by Councilmember Bunker to approve the preliminary plat with the notations and conditions of the Planning Commission and staff.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

BUILDING DESIGN CONCEPTUAL SITE PLAN:

Ray Snyder presented the building design conceptual site plan for a proposed mid-sized assisted living and memory care community called The Retreat at Sunbrook located on Dixie Drive at approximately 360 North. The facility will include 50 assisted living apartments and 14 secure memory care suites with key pad entry. The project will include fenced patios and decks and several different amenities. He displayed an area map and conceptual landscape plan. The Planning Commission recommended approval of the site plan as well as a reduced setback for the north side of the site for a decorative trellis. The applicant requested to landscape the wash area behind the site, the Planning Commission felt the request should be resolved by staff and the City Attorney's office.

City Manager Gary Esplin inquired if the Planning Commission discussed the City's master plan trail system.

Wes Jenkins advised he spoke with Parks Planning Manager Laura Taylor regarding the trail. The applicant will be required to add a retaining wall in preparation for the trail and would like to beautify the wash.

City Attorney Shawn Guzman stated he does not have reservations about the applicant landscaping the wash.

David Gardner, applicant, stated this would be the second facility and will function as the sister property to the other facility. He is excited to create a quality living environment for seniors. The proposed site will have beautiful views, that is why they are requesting to beautify the wash, if landscape is added the applicant will maintain it. He explained it would helpful to know when the trail behind the property will be built since there will be expense to them to maintain the trail.

City Manager Gary Esplin explained this is a very complicated trail since it will go through the Sunbrook Golf Course as well as property that is not being developed.

Councilmember Pike asked if the City had a plan for the trail so that the applicant can build the retaining wall at this time.

MOTION: A motion was made by Councilmember Hughes to approve the building design conceptual site plan.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Mayor McArthur stated hopefully there will be some more definitive answers to the questions that Councilmember Pike brought up.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit to construct a detached garage to a height of 17' behind the home located at 1538 West 3780 South in a R-1-10 zone. Darin & Mindy Shaw, applicants.

Craig Harvey advised the applicants last name is Snow, not Shaw. He explained that the request is to build a detached garage to a height of 17'. The home is located at 1538 West 3780 South and is zoned R-1-10. He displayed an aerial map and the general floor plan. The Planning Commission recommends approval; however, because a portion of the proposed structure will be on City easement, the applicants will have to go through a JUC review. He stated there were no comments from neighbors.

MOTION: A motion was made by Councilmember Bunker to approve the conditional use permit.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/PUBLIC STREET NAME CHANGE/ORDINANCE:

Public hearing to consider a request to change the name of Equestrian Drive to Crimson Ridge Drive.

Todd Jacobsen advised this request ties in with the bid opening heard earlier. He stated the street does not have any addresses at this time. The road is located west of Little Valley Road and straight across from Crimson Ridge Drive.

Mayor McArthur explained the City has names on streets when the road starts in one direction and ends in another.

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

MOTION: A motion was made by Councilmember Nickle to approve the street name change.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/VACATION OF EASEMENT/ORDINANCE:

Public hearing to consider a request to vacate a Public Utility and Drainage Easement for Lot 23 of Pointe West Estates Subdivision and merge with another parcel. Kody Young, applicant.

Todd Jacobsen advised this request goes along with an item that was discussed at a previous City Council Meeting. The applicants are requesting to vacate the easement and merge two lots.

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

MOTION: A motion was made by Councilmember Bunker to approve the Public Utility Easement vacation.

SECOND: The motion was seconded by Councilmember Nickle.

VOTE: Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider a request for a zone change from Commercial C-2 to R-1-12, Single Family Residential on 5.38 acres located on the northwest corner of the intersection of 3000 East Street and Crimson Ridge Drive. Development Solutions Inc., applicant.

Craig Harvey displayed a zoning map and explained that approximately a year ago, the City Council approved a change to the City General Plan map which changed the land use designation from Commercial to Low Density Residential on the northwest corner of 3000 East and Crimson Ridge Drive in the Little Valley area. This is a request to change the zone map from C-2 to R-1-12. The southwest corner of this intersection remains zoned C-2 for a future neighborhood commercial area. The Planning Commission recommends approval of the zone change as requested.

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

MOTION: A motion was made by Councilmember Pike to approve the zone change.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/VACATION OF PUBLIC STREET/ORDINANCE:

Public hearing to consider approval to vacate 1700 South Street located between Black Ridge Drive and Hilton Drive. Stephen Wade, applicant.

Todd Jacobsen displayed a map and explained the applicant is requesting to vacate the road so that he can expand and rearrange his car dealerships. The associated public utility easements will be vacated and new easements will be dedicated back to the City as part of the vacation process. The applicant plans to put in a new building and will have a 25 foot emergency access on the south side.

Mayor McArthur stated where Smith's Food and Drug is located the City sold a street to the developer. As part of the agreement, an easement was required to remain open.

City Manager Gary Esplin explained the old dedicated streets in the old township section of the City, were originally owned by the City. If an individual wanted to use the street, the City would require payment or come to an agreement. In a situation such as this, if a street is abandoned for public use, it would go back to the original owner.

Bill Western, architect for Stephen Wade stated that Mr. Wade would like to acquire the property for a new dealership. The location will have a fire easement.

Ray Snyder advised in the future, a building design conceptual site plan will come before City Council if this request is approved.

Mayor McArthur opened the public hearing.

Lowry Snow, representative for the Painter family, explained that they have been longtime business owners in the City and own approximately 5 acres of real property directly west of the proposed vacation. He presented a copy of the Utah Municipal Code 10-9a-609.5 in which he stated that the statute is clear that the City Council can adopt an ordinance that would vacate a public right-of-way or easement with conditions, but there is no requirement to do so. He stated that while City Manager Gary Esplin stated the law accurately, the public has right-of-way. When an owner dedicates a street and easements shown on a plat it is to benefit the public; however, when City Council acts on a vacation, they act in trust for the public making the determination that the public will not be harmed. He quoted a condition listed in subsection (a) of the code, which states "good cause exists for the vacation." The application sites two reasons for good cause: (1) To allow construction for a new Nissan Dealership and (2) this will allow better circulation between the dealerships. He then quoted subsection b of the code which states "neither the public interest nor any person will be materially injured by the vacation." He believes the Councilmembers should ask themselves is, if a 25 foot easement is being reserved, why is the roadway being vacated. The area is fairly compacted and the use is not restricted to auto dealerships; having vehicular traffic is important. He is concerned that this vacation will injure the Painter property. He presented a second handout; a summary appraisal report prepared by Craig Morley. He read an excerpt from the report; "In my opinion, the proposed abandonment of 1700 South Street would adversely impact access to the "Painter" property and as such would impact the market value of the "Painter" land value from between 2% and 5%." This could happen if the municipality would take action when it does not have to do so.

Patrick Painter stated his father invested quite a bit of money in building their family business. He presented a power point presentation which included an aerial map of their property and surroundings, a picture of the parcel in which they are concerned with, photos of 1700 South, and a letter from L. Reid Pope. He explained he has been in the car business for 40 years and to be successful, you have to have exposure. Their business relied on the 4-way interchange that existed between Black Ridge Drive and Hilton Drive. As for exposure, customers want to look, touch and drive the vehicles. The more exposure you have, the better success you will have at getting that customer. He feels if approved, the vacation will take away their success as one of the four fingers of the 4-way intersection. Circulation is important to their prospective clients as it is to the applicant's employees. He pleaded to the Council that on the merits of this issue, they have failed if the merits are to construct a new building and give up public access and the circulation between the dealerships. He respectfully submitted to the City Council not to approve this as it will cause injury to their business.

Councilmember Bunker asked Mr. Painter to show on the map how the circulation works.

Mr. Painter stated the City was fortuitous when planning the "auto row". As you come off Bluff Street, customers will circulate the dealerships. If customers do not have the ability to drive around their property, exposure will be taken away. He added, he has been involved in water development in the state. Projections used in the legislature show that this area will grow tremendously in the future. There are not many streets in St. George, they will be filled up.

Mayor McArthur explained when roads are built; they do so by trying to put streets across from each other. Originally, the plan showed 1700 South extending to the top of the hill, but doing so would violate the hillside ordinance, therefore the plan was

revised to shorten the road and for the same reason, the road will not go any further in the future.

Mr. Painter reiterated removing the street or access at any time will be detrimental.

Councilmember Almquist stated when the Dixie Drive Interchange was built, the Ford dealership had a positive financial impact. He inquired if Mr. Painter had any knowledge of properties in that area that may have been reassessed to determine if appraisal value had increased or decreased.

Mr. Painter replied that he has not been privy to that information but would assume the interchange would have helped other dealerships as well.

Councilmember Almquist inquired who funded the improvements of the road in question.

City Manager Gary Esplin advised the developer paid for the improvements, there were no City dollars used.

Pete Bowden, employee of Camping World RV & Sales, stated he previously worked for Painters Sun Country RV and the RV dealership on 1500 South. He is concerned about the safety of drivers as well as individuals biking or walking in that area. When dealerships have their vehicles delivered, it is almost impossible to see traffic coming from the other direction. He is concerned that the area will become more congested and is asking the Councilmembers to consider the safety of the area, not only to those that are shopping for vehicles, but also for the general public in the area.

Councilmember Almquist inquired if vehicles are unloaded on 1700 South.

Mr. Bowden replied yes. His original thought was 1600 and 1700 South were to be used for unloading vehicles. At times it is difficult to get transport vehicles on either street since other vehicles are parked there as well. He often sees transport vehicles on the corner between the Stephen Wade and Ford stores.

Mr. Snow stated that a portion of the operative language in the statute is that the Councilmembers "may", but just because they can, does not always mean that they should. Is this good precedence and are the Councilmembers prepared for other applicants who make the same case whose commercial property fronts a public road. A task of the Councilmembers is to distinguish between this application and other applications if they were to move forward on it.

Mayor McArthur stated these types of issues have come before the Councilmembers in the past. While it is not always easy to make decisions, the public and property owners have the right to ask.

Ed Baca, concerned citizen, noted the importance of the impact that new car dealerships have on the citizens of the City. Sales tax revenue from new car sales keep property taxes down as well as play an important role in the City's General Fund. While it is important to consider the injury that may occur to any business in that area, the public welfare and the well-being of City's financial future should also be considered.

Daren Barney, representing the applicant, stated he would like to address Mr. Snow's comment regarding abandoning a road to benefit someone commercially. He remembered a similar situation near Lowes on 400 South that went east from River Road which greatly impacted the economic base of the City. With regards to safety, he questioned if 1700 South should continue to cross over Black Ridge Drive as busy as it currently is. He believes, if the vacation is approved, Mr. Painter would still have access off Black Ridge Drive and even greater access on 1600 South. While he thinks safety is important, he does not see an increased concerns if 1700 South is vacated, rather, he feels the vacation will help the traffic flow better. He stated he does not disagree with Mr. Snow's interpretation of the statute that the City Council can grant an ordinance to abandon a road with good cause. Although he has not seen the appraisal, he cannot see how the Painters will be materially injured as they will still have ample access to their property.

Tyler Hoskins, Southwest Consulting, referred back to the map which shows the 4-way intersection. He explained the new proposal will have less conflict points and if one leg of the intersection is vacated, there is less of a safety issue. If the road is vacated, there would be an increase in traffic on 1600 South which would allow better access to the Painters dealership. He stated that he counted cars in the intersection yesterday from 4:30 - 5:30; there were approximately 300 cars in each direction on Black Ridge Drive, 22 of which turned onto 1700 South, other cars that were seen on that road were Stephen Wade employees. Traffic on Black Ridge Drive has decreased 44% since Dixie Drive has opened.

Mr. Painter stated he stands behind the appraisal. With regards to Mr. Hoskins comment that the vacation will improve the Painters property on 1600 South, he would not be here today stating that his business will be injured. When the economy improves and they expand their business, they will need the street to remain open for access. Again, he feels the Councilmembers will be starting a bad precedent if they approve this request and asked the Councilmembers to not approve the request.

Stephen Wade, applicant, advised he does not want to hurt anyone. This seems very simple to him, this is a traffic issue. They are trying to build a new dealership and remodel three others. With regards to the sales tax impact, in the last 2 months, they have sold just short of 1000 new and used vehicles and are trying to add to the sales tax revenue. This property was designed as an auto mall; he would like to help develop that. With regards to safety, 1700 South is mainly used by their employees. They unload their transport trucks on 1700 South, not on Hilton Drive, and will to continue to do so. He believes the application is a reasonable one and hopes that more tax revenue from a new dealership will benefit the City.

Linda Pace, citizen, stated she has been in the car business a long time. She explained it is a general practice of any cars salesman to get in the car and drive customers off the car lot, pull over onto the side road and let the customer safely switch sides. It would hurt demo drives if the road is vacated.

Mayor McArthur closed the public hearing.

Councilmember Pike stated as he considers the law, he does not think the road is not needed at this time or in the future. He does not think this request will materially injure anyone and believes the vacation will be good and does not feel there will be increased safety issues.

Councilmember Hughes noted there have been a number of good points brought up. He begs to differ with an appraisal done by someone with Mr. Morley's credibility. He stated he would like to see Stephen Wade sell more cars to increase sales tax revenues; he would also like to see the Painters sell more cars as well. While he believes the vacation is a good cause, the Painters believe it will materially injure them. Once the road closes, he feels it will be a bigger battle to open it back up. He understands approving this request will help the Wade dealerships, he does not know how he can support this if it is at someone else's expense.

Councilmember Bunker stated this is a hard decision to make. She agrees that it is important for car dealerships to have visual access. While she has weighed both parties and the public at large, she was quite persuaded by the fact that the contact points of the 4-way intersection will lower. Regarding the grid circulation, she does not feel 1700 South makes the circulation better since there is plenty of circulation from the other streets. Traffic on 1700 South is mainly from Stephen Wade's employees. She does not see a reason why this vacation would be a detriment to anyone.

Councilmember Almquist stated both sides have made excellent arguments. When purchasing a car, most customers go to the location that has the most cars. They do not think about what roads are closed. Approximately six years ago, he was opposed to this road continuing to the west because of how the hillside would have been damaged. The compromise was to build this small section of the road knowing it would never go anywhere. He has been contacted by dozens of citizens favoring the Painters. In his opinion, the road does create a bit of difficulty for people trying to cross directly over.

Councilmember Nickle explained this issue reminds him of the issues of the dance hall which came before Council, it was not allowed because other businesses were going to be negatively affected. Both sides have reasonable arguments. He tends to look closer at the side that will feel the negative effect.

Councilmember Pike reiterated that great arguments have been brought up on both sides. The best thing for dealerships is to have cars on their lots; that dealership has been vacant for too long. He believes the new dealership will be successful and does not agree that the Painters will be hurt.

MOTION: A motion was made by Councilmember Pike to approve the vacation of 1700 South Street.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - nay

Councilmember Pike - aye
Councilmember Hughes - nay

The motion carried.

LEASE AGREEMENT:

Consider approval of a lease agreement between the City and the St. George Children's Museum for use of the Arts Center located at 86 South Main Street.

Councilmember Bunker, speaking on behalf of the board, stated they are grateful for Kent Perkins and his staff. They have obtained their 501c3 status and many exhibits from the Lied Children's Museum. She presented a power point presentation which shows pictures of the different rooms. The fee to enter the Children's Museum is planned to be pay as you will and the goal is for families to have a fun, enjoyable experience. They will have three paid personnel but will need volunteers; background checks will be completed to keep the children safe.

City Manager Gary Esplin stated the museum is incredible. This is a tremendous start to making things better downtown and finishing off the vision.

Mayor McArthur explained the vision started with City Manager Gary Esplin and has moved along with a supportive City Council

Councilmember Pike advised that at the meeting he attended his morning with the Arts Commission, the Southern Utah Arts Guild made a presentation. Initially, some were bothered because they were pushed out of the building, but now believe that the Children's Museum being there will be better. They have some good ideas for the Electric Theater and other properties which are exactly what the Mayor and Council want to see.

Councilmember Hughes stated one thing he has learned while on the City Council is that this is important to the City. A vibrant downtown says who we are as a City. He is excited about the museum and is grateful for Councilmember Bunker for what she has done.

Councilmember Almquist stated the City had great history and buildings in the downtown area. He is very excited to see the museum open.

Councilmember Nickle commented he hears how charming the downtown area is from citizens. He is very proud of the City and the downtown area.

City Attorney Shawn Guzman stated he believes the museum is a great idea. He would come to visit St. George for years while in college and has always loved walking downtown.

Mayor McArthur stated he is appreciative of the support all Councilmembers have shown for downtown. It is the heart and soul of our community.

MOTION: A motion was made by Councilmember Almquist to approve the lease agreement.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

BEER LICENSE:

Consider approval for a full service beer license for the Courtyard by Marriott at 185 South 1470 East. John Kevin Ence, applicant.

MOTION: A motion was made by Councilmember Pike to approve the beer license.

SECOND: The motion was seconded by Councilmember Bunkers.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

APPROVAL OF MINUTES:

Consider approval of the minutes of the City Council meeting held April 25, 2013.

MOTION: A motion was made by Councilmember Bunker to approve the minutes as presented.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Consider approval of the minutes of the City Council meeting held May 2, 2013.

MOTION: A motion was made by Councilmember Hughes to approve the minutes as presented.

SECOND: The motion was seconded by Councilmember Nickle.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Almquist to adjourn to a closed session to discuss property sales.

SECOND: The motion was seconded by Councilmember Pike.

VOTE: Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

MOTION: A motion was made by Councilmember Almquist to reconvene and adjourn.

SECOND: The motion was seconded by Councilmember Pike.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.



Christina Fernandez, City Recorder

DRAFT

Agenda Item Number : **1A**

Request For Council Action

Date Submitted 2013-05-06 10:38:16

Applicant Philip Peterson

Quick Title April financial report

Subject April financial report

Discussion We continue to move along in good shape.

Cost \$0.00

City Manager Recommendation One more month down two to go. Everything appears to be in order.

Action Taken

Requested by Philip Peterson

File Attachments [APRIL 2013.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [APRIL 2013.pdf](#)



MONTHLY FINANCIAL REPORT

TEN MONTHS ENDED

APRIL 30, 2013

AVAILABLE ONLINE AT:

[http://enet.sgcity.org/finance/monthly reports/view.php](http://enet.sgcity.org/finance/monthly%20reports/view.php)

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORT
TEN MONTHS ENDED APRIL 30, 2013

Finance Director's Comments:

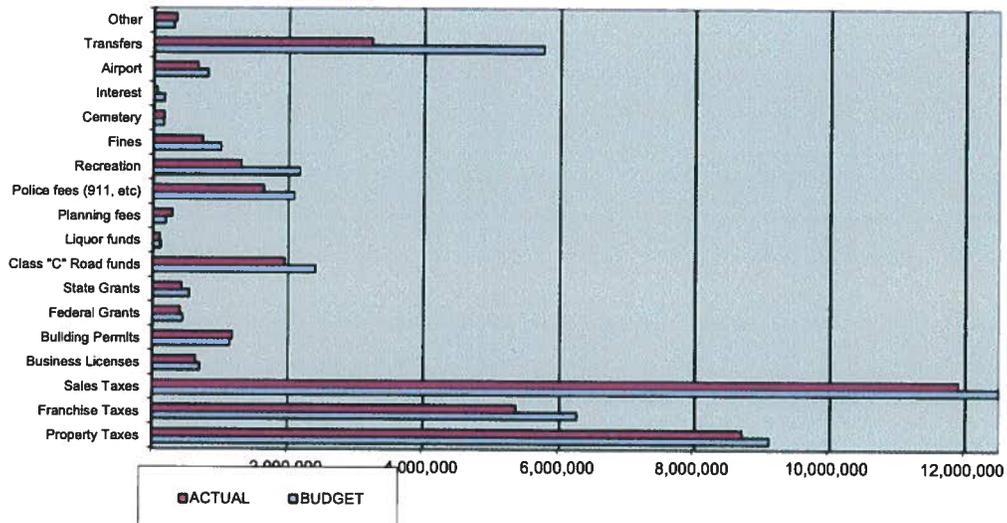
The attached report represents activity in the various city funds for the ten months ended April 30, 2013. This period represents 83.33% of the fiscal year.

- 1) General Fund revenues are at 83.39% of budget. Last year at this time revenues were at 82.24% of budget so we are very comparable to last year in terms of timeliness of the revenues.
- 2) General fund revenues are 7.96% ahead of last year's revenues at this time.
- 3) Sales taxes are up 10.09% over last year while franchise fees are up 6.61%. Building permits are also up over 35% in comparison with last year at this time. The Highway Sales taxes which more accurately reflect our local growth are up 12.8% in comparison with last year.
- 4) The attached revenue comparison schedule is good to give you a quick review of how revenues are trending in comparison with the prior fiscal year.
- 5) Expenditures are at 72.46% for the year to date in comparison with the budget. This is below the 83.33% of the year that would be anticipated. Last year at this time expenditures were at 75.45% of budget so expenditures are actually doing a little better than last year in comparison with budget. The attached listing of General Fund expenditures does show that there are a couple of items in the recreation area as well as the airport and technology services areas that are over year to date percentages.
- 6) Building is increasing and all revenues related such as impact fees, permits, etc. are ahead of last year at this time. Again the revenue comparison sheet attached is a good place to see these growth percentages.
- 7) The Treasurer's Deposit & Investment report for March 31, 2013 is attached to this report.
- 8) The March financial reports for the Energy Services and Water Services utilities are also attached. They are one month behind because of the delay in receiving billings for energy, natural gas, and water billings from our suppliers. The Energy Services utility net revenues are up just a little over one million dollars in comparison with last year. This is despite the fact that wholesale revenues are down over \$1.6 million in comparison with last year. The debt service ratio appears to be in compliance with our bond covenants and the cash balance has increased a small amount. The Water Services utility is showing an operating revenue net increase of over two million dollars in comparison with last year. The rate increase which was implemented has done a good job in accomplishing our goal of getting the fund self-reliant. The debt service ratio is within the bond covenants and the cash which still not as healthy as we would like is making some good progress.

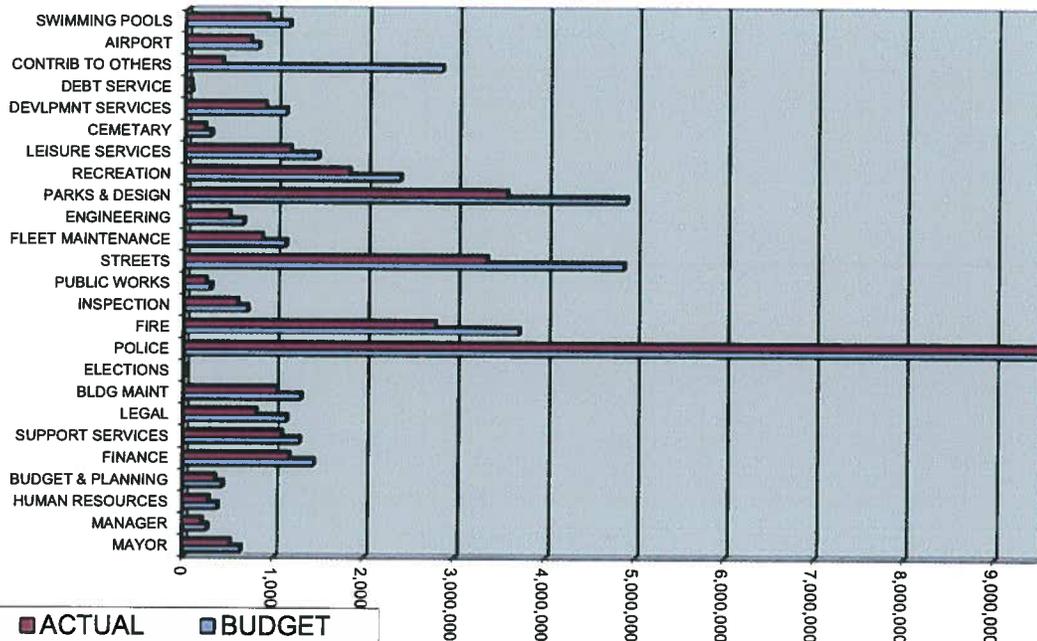
If there are any questions, comments, or concerns, please feel free to contact me at anytime at any of the following: Philip.peterson@sgcity.org, 627-4701, or cell at 703-0874.

CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
 APRIL 30 2013

GENERAL FUND REVENUES

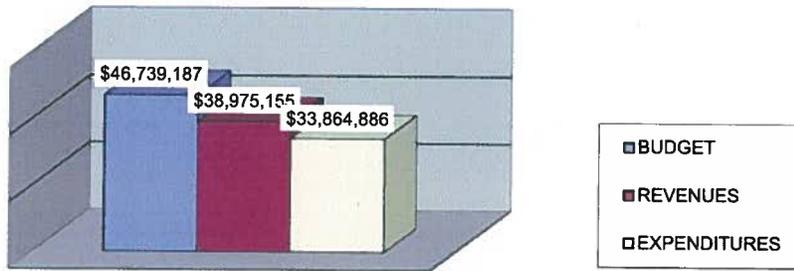


GENERAL FUND EXPENDITURES

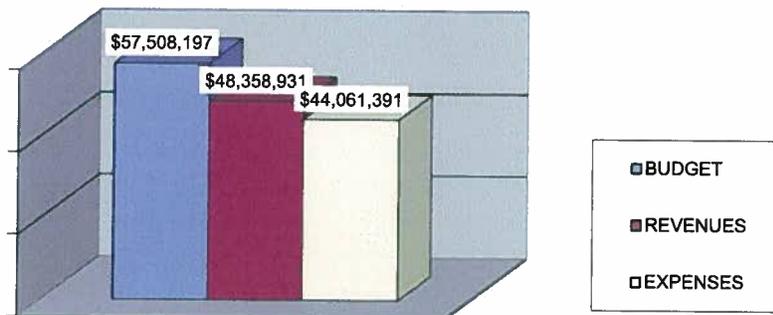


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
APRIL 30 2013

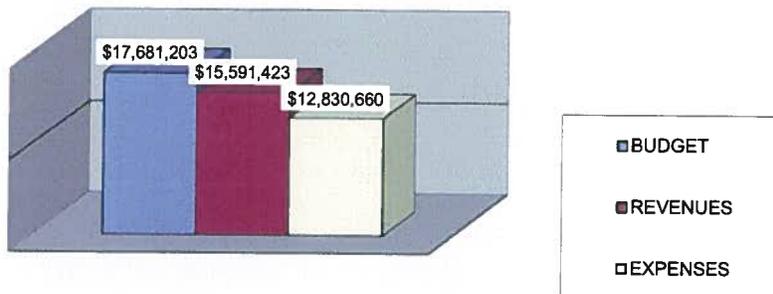
GENERAL FUND



ELECTRIC UTILITY

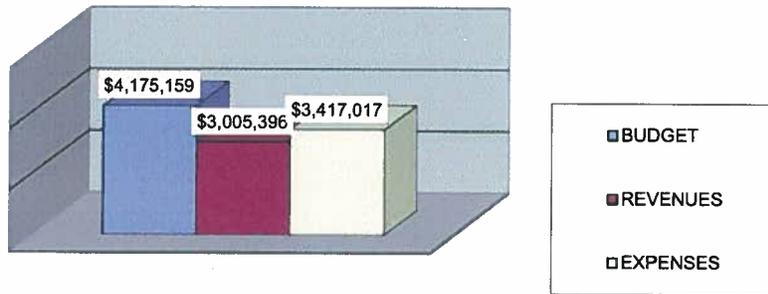


WATER UTILITY

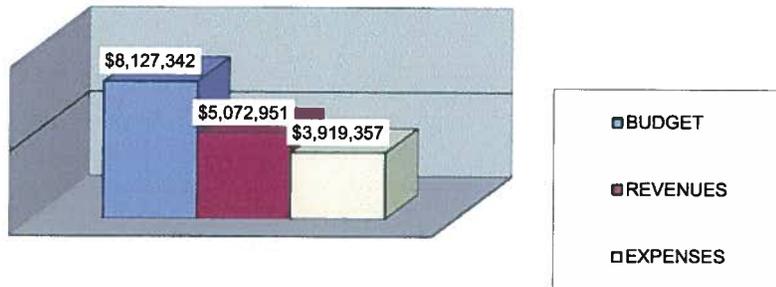


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
APRIL 30 2013

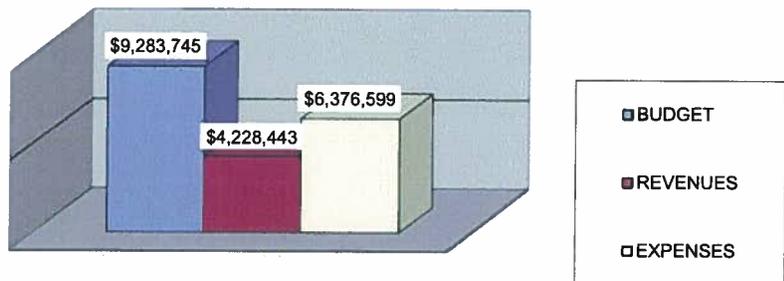
GOLF FUND



WASTEWATER COLLECTION (includes impact)

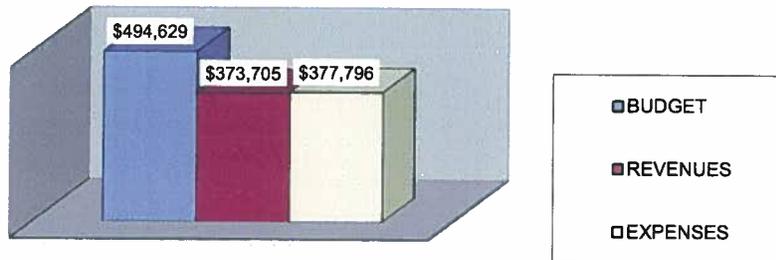


WASTEWATER TREATMENT (includes impact)

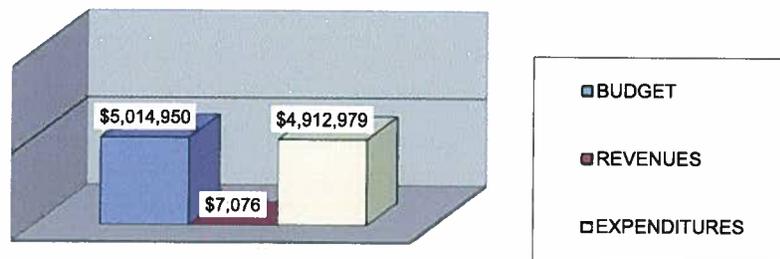


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
APRIL 30 2013

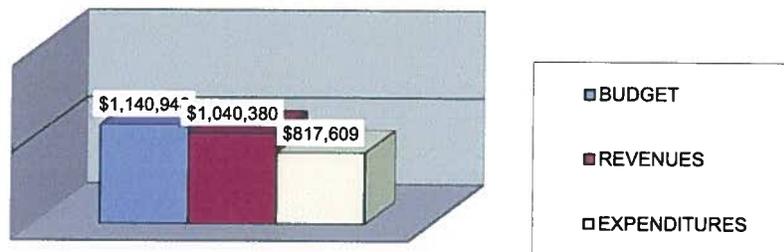
CDBG BLOCK GRANT FUND



SALES TAX BOND CAP. PROJECT FUND

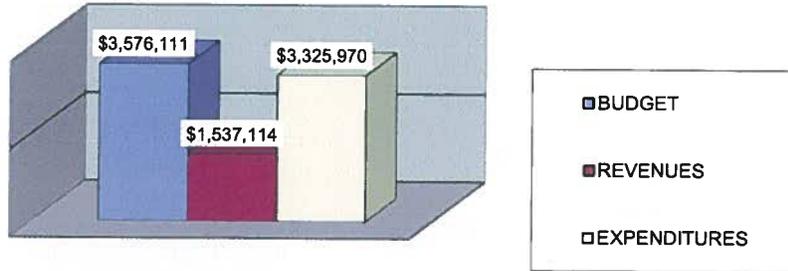


DIXIE CENTER OPERATIONS

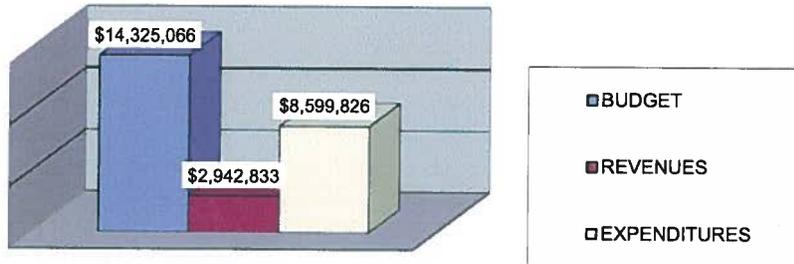


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
APRIL 30 2013

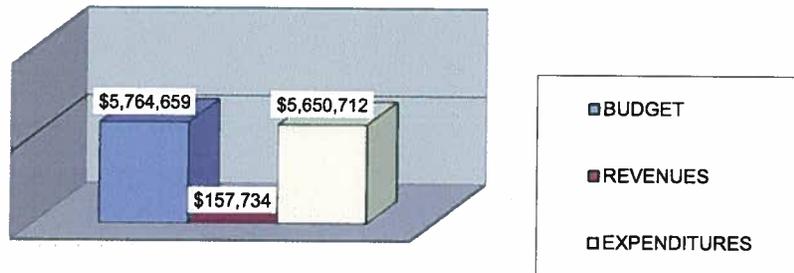
CAPITAL EQUIPMENT FUND



PUBLIC WORKS CAP. PROJ. FUND

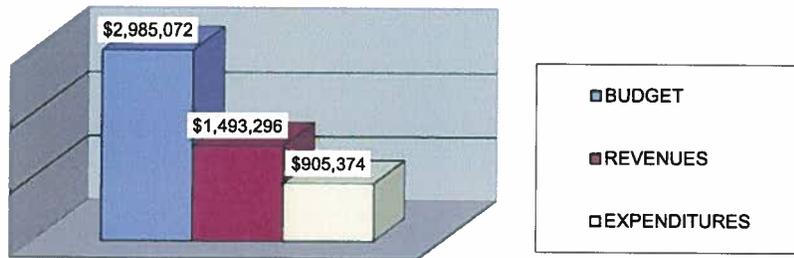


REPLACEMENT AIRPORT FUND



CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
APRIL 30 2013

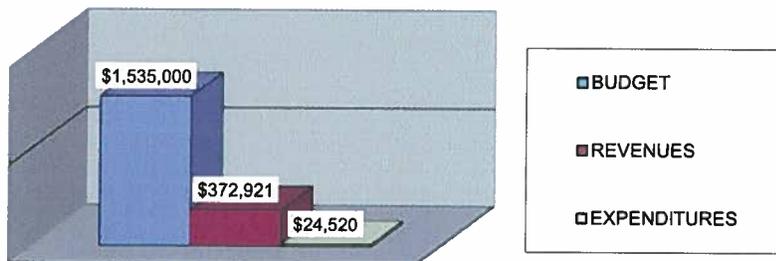
PARK IMPACT FUND



STREET IMPACT FUND

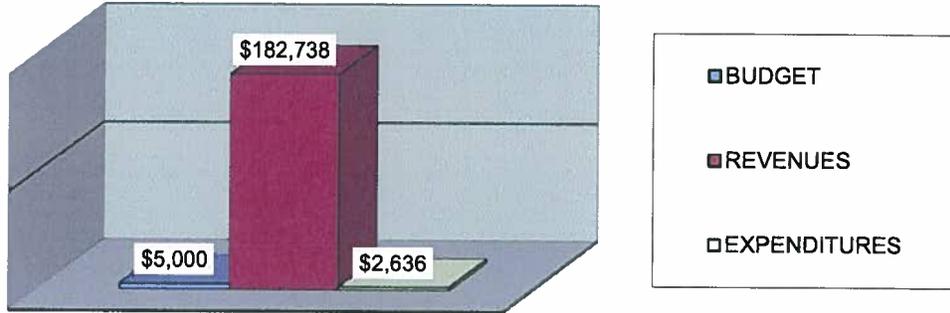


DRAINAGE IMPACT FUND



CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
APRIL 30 2013

FIRE IMPACT FUND

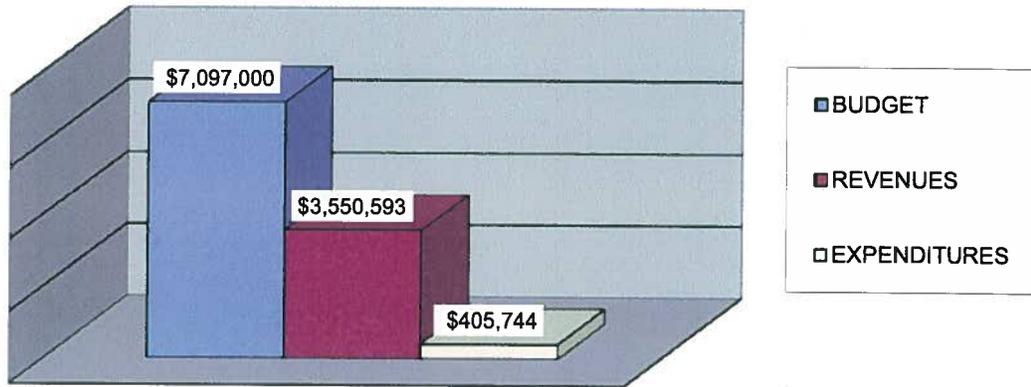


POLICE IMPACT FUND

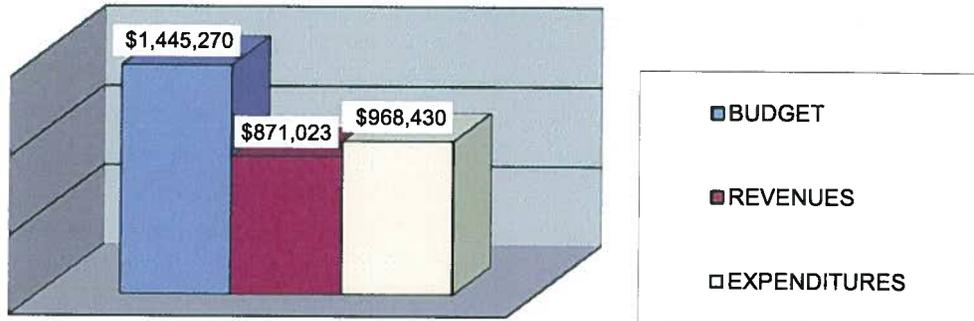


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
APRIL 30 2013

TRANSPORTATION IMPRV. FUND



SUNTRAN TRANSIT FUND



CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
TEN MONTHS ENDED APRIL 30, 2013

	FYE JUNE 2013	FYE JUNE 2012	FY2012 as a % of FY 2011
GENERAL FUND:			
Property Taxes	8,700,399	8,254,465	105.40%
Franchise Taxes	5,359,325	5,027,235	106.61%
Sales Taxes	11,894,975	10,804,643	110.09%
Business Licenses	632,430	571,833	110.60%
Building Permits	1,177,595	871,700	135.09%
Federal Grants	400,521	502,685	79.68%
State Grants	420,185	27,466	1529.84%
Class "C" Road funds	1,943,407	1,961,901	99.06%
Liquor funds	98,169	106,722	91.99%
Planning fees	279,859	155,379	180.11%
Police fees (911, etc)	1,630,561	1,592,494	102.39%
Recreation	1,299,148	1,288,071	100.86%
Fines	722,330	781,186	92.47%
Cemetery	154,090	116,415	132.36%
Interest	48,186	94,788	50.84%
Airport	652,156	608,344	107.20%
Transfers	3,226,862	3,074,980	104.94%
Other	334,958	260,111	128.78%
	38,975,155	36,100,418	107.96%
DIXIE CENTER OPERATIONS			
Total Revenues	1,040,380	989,912	105.10%
CDBG BLOCK GRANT FUND			
Total Revenues	\$373,705	\$456,517	81.86%
PARK IMPACT FUND			
Total Revenues	\$1,493,296	\$1,127,776	132.41%
STREET IMPACT FUND			
Total Revenues	\$766,333	\$431,410	177.63%
DRAINAGE IMPACT FUND			
Total Revenues	\$372,921	\$198,586	187.79%
FIRE DEPT IMPACT FUND			
Total Revenues	\$182,738	\$105,482	173.24%
POLICE DEPT IMPACT FUND			
Total Revenues	\$66,518	\$50,154	132.63%
WATER UTILITY FUND (w/ impact fees)			
Total Revenues	\$15,591,423	\$13,981,799	111.51% (does not include bond sale)
WASTEWATER COLLECTION (w/impact fees)			
Total Revenues	\$5,072,951	\$6,908,489	73.43%
ELECTRIC UTILITY (w/impact fees)			
Total Revenues	\$48,358,931	\$46,534,612	103.92%
GOLF COURSE FUND			
Total Revenues	\$3,005,396	\$2,877,821	104.43%
REGIONAL WASTEWATER (w/impact fees)			
Total Revenues	\$4,228,443	\$7,037,474	60.08%
SUNTRAN TRANSIT FUND			
Total Revenues	\$871,023	\$833,047	104.56%
TRANS. IMPROV. FUND			
Total Revenues	\$3,550,593	\$3,147,770	112.80%
REPLMNT AIRPORT FUND			
Total Revenues	\$157,734	\$721,165	21.87%

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
TEN MONTHS ENDED APRIL 30, 2013

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU APR 30 2013	PCT RECEIVED
CURRENT PROPERTY TAXES	7,500,000.00	7,705,275.14	102.74%
FEE ASSESSED	1,200,000.00	672,191.60	56.02%
FRANCHISE TAXES	6,250,000.00	5,359,324.86	85.75%
DELINQUENT TAXES	400,000.00	322,932.44	80.73%
GENERAL SALES TAXES	13,500,000.00	11,894,975.41	88.11%
BUSINESS LICENSES	550,000.00	557,160.00	101.30%
LICENSE FEES - RENTAL ORDINANCE	140,000.00	72,230.00	51.59%
ELECTION FILING FEES			
TRUCK-N-GO PERMITS	3,500.00	3,040.00	86.86%
BUILDING PERMITS	1,100,000.00	1,147,979.81	104.36%
DOG LICENSES	32,000.00	29,615.00	92.55%
FEDERAL GRANTS	444,814.00	400,520.81	90.04%
STATE GRANTS	535,986.00	420,185.11	78.39%
CLASS C ROAD ALLOTTMENT	2,400,000.00	1,943,406.60	80.98%
LIQUOR FUND ALLOTTMENT	110,000.00	98,169.13	89.24%
RESOURCE OFFICER CONTRIB.	539,327.00	404,495.25	75.00%
PLANNING FEES	175,000.00	265,510.78	151.72%
AIR QUALITY FEES	10,000.00	14,348.00	143.48%
SPECIAL POLICE SERVICES	40,000.00	35,608.36	89.02%
E-911 SERVICES	980,000.00	800,469.56	81.68%
OTHER CITIES DISPATCH FEES	516,350.00	387,258.75	75.00%
POLICE TRAINING CLASSES	1,000.00	2,729.41	272.94%
REVERSE 911 REIMBURSEMENTS			
MUSEUM DONATIONS	500.00	918.00	183.60%
MUSEUM ADMISSION FEES	8,500.00	12,186.83	143.37%
NJCAA TOURNAMENT			
COMMUNITY ARTS BLDG RENTALS	15,000.00	16,028.16	106.85%
TRIPAX PASS SALES			
WALKING TOUR REVENUES	5,000.00	1,490.59	29.81%
SOCIAL HALL RENTALS	16,000.00	11,654.15	72.84%
EXHIBITS - COLLECTIONS	8,500.00	6,806.75	80.08%
NATURE CENTER	25,000.00	13,836.15	55.34%
AQUATIC CENTER	350,000.00	261,659.08	74.76%
YOUTH SPORTS	55,000.00	51,542.00	93.71%
ADULT SPORTS	46,000.00	37,373.75	81.25%
RACES	304,000.00	251,727.81	82.81%
SOFTBALL LEAGUES	275,000.00	220,542.80	80.20%
NON-FOOD CONCESSIONS			
ARTS FAIR REVENUE	31,000.00	34,066.96	109.89%
SPECIAL COMMUNITY EVENTS	5,000.00	1,275.00	25.50%

SWIMMING POOL FEES	104,000.00	49,162.90	47.27%
RECREATION FEES	10,000.00	31,920.38	319.20%
RECREATION CENTER FEES	155,000.00	104,985.92	67.73%
OPERA HOUSE RENTALS	5,000.00	5,174.84	103.50%
RECREATION FACILITY RENTALS	20,000.00	26,005.97	130.03%
TENNIS CLASSES ETC.	40,000.00	50,972.64	127.43%
MARATHON REVENUES	685,000.00	108,145.23	15.79%
RECREATION CLASS FEES		1,672.05	
CEMETARY LOT SALES	75,000.00	80,900.00	107.87%
BURIAL FEES	75,000.00	73,190.00	97.59%
TRAFFIC SCHOOL FEES	36,000.00	23,900.35	66.39%
COURT FINES	800,000.00	584,780.87	73.10%
POLICE WARRANTS	18,000.00	11,700.00	65.00%
ACE PENALTIES	100,000.00	80,822.56	80.82%
ACE COSTS	35,000.00	21,080.40	60.23%
ACE ABATEMENTS	5,000.00	45.65	0.91%
INTEREST EARNINGS	160,000.00	48,185.92	30.12%
RENTS AND ROYALTIES	38,000.00	60,345.87	158.80%
SALE OF PROPERTY	20,000.00	66,127.66	330.64%
POLICE EVIDENCE IMPOUND	2,500.00	1,165.01	46.60%
MISCELLANEOUS SUNDRY REVENUES	70,000.00	65,961.70	94.23%
FIRST NIGHT REVENUES	5,000.00		0.00%
ORTHOGRAPHY MAPS	500.00	322.18	64.44%
WAGON TRAIN FEES		60.00	
COMPOST SALES - REUSE	35,000.00	22,917.88	65.48%
ROADBASE SALES - REUSE	8,000.00	4,685.33	58.57%
AIRPORT REVENUES	800,000.00	652,155.74	81.52%
MAINTENANCE AT AIRPORT	7,100.00	5,931.30	83.54%
CONTRIBUTIONS FROM OTHER	91,500.00	92,441.23	101.03%
TRANSFERS FROM OTHER FUNDS	5,751,111.00	3,226,861.62	56.11%
CONTRIBUTIONS FROM PRIVATE	15,000.00	15,000.00	100.00%
APPROPRIATED FUND BALANCE			
TOTAL GENERAL FUND REVENUES	46,739,188.00	38,975,155.25	83.39%

CITY OF ST. GEORGE, UT
 EXPENDITURE STATUS REPORT BY CATEGORY
 TEN MONTHS ENDED APRIL 30, 2013

83.33% OF THE BUDGET YEAR

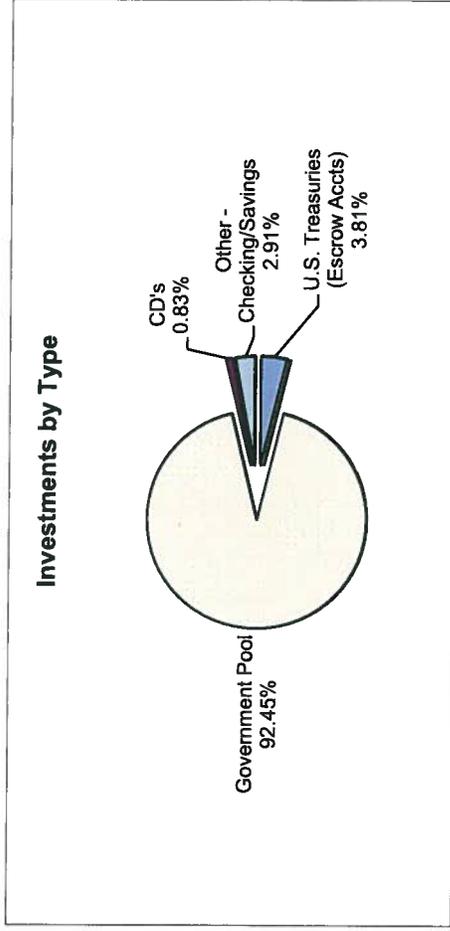
GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU APR 30 2013	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	625,229.00	502,704.96	122,524.04	80.40%
CITY MANAGER	250,722.00	187,928.89	62,793.11	74.96%
HUMAN RESOURCES	367,366.00	264,027.47	103,338.53	71.87%
ADMINISTRATIVE SERVICES	420,038.00	328,655.71	91,382.29	78.24%
FINANCE DEPARTMENT	1,429,512.00	1,158,003.18	271,508.82	81.01%
TECHNOLOGY SERVICES	1,270,321.00	1,070,372.89	199,948.11	84.26%
LEGAL SERVICES	1,001,638.00	694,840.79	306,797.21	69.37%
BUILDING MAINTENANCE	1,284,099.00	1,019,683.26	264,415.74	79.41%
ELECTIONS			0.00	#DIV/0!
PLANNING COMMISSION	12,000.00	8,895.25	3,104.75	74.13%
POLICE	10,626,754.00	8,358,714.84	2,268,039.16	78.66%
HIDTA GRANT	138,929.00	103,855.67	35,073.33	74.75%
POLICE DISPATCH	2,918,658.00	2,227,813.46	690,844.54	76.33%
CCJJ GRANT	112,055.00	64,806.82	47,248.18	57.83%
FIRE DEPARTMENT	3,694,030.00	2,767,663.25	926,366.75	74.92%
INSPECTION	687,058.00	572,091.82	114,966.18	83.27%
CODE ENFORCEMENT	126,276.00	89,319.98	36,956.02	70.73%
PUBLIC WORKS ADMINISTRATION	277,736.00	219,251.77	58,484.23	78.94%
STREETS	4,860,934.00	3,335,340.52	1,525,593.48	68.62%
FLEET MAINTENANCE	1,110,034.00	842,015.17	268,018.83	75.85%
ENGINEERING	635,313.00	477,487.95	157,825.05	75.16%
PARKS	4,182,088.00	3,231,069.31	951,018.69	77.26%
DESIGN	707,659.00	320,481.41	387,177.59	45.29%
NATURE CENTER & YOUTH PROGRAMS	102,656.00	30,562.72	72,093.28	29.77%
SOFTBALL PROGRAMS	271,781.00	258,736.75	13,044.25	95.20%
SPORTS FIELD MAINTENANCE	542,890.00	373,571.55	169,318.45	68.81%
SPECIAL EVENTS & PROGRAMS	253,369.00	226,232.62	27,136.38	89.29%
YOUTH SPORTS PROGRAMS	125,947.00	97,746.21	28,200.79	77.61%
ADULT SPORTS PROGRAMS	43,672.00	23,231.08	20,440.92	53.19%
RECREATION	505,860.00	412,619.07	93,240.93	81.57%
EXHIBITS AND COLLECTIONS	239,097.00	144,699.18	94,397.82	60.52%
COMMUNITY ARTS	246,708.00	171,671.59	75,036.41	69.58%
HISTORIC OPERA HOUSE	72,049.00	46,536.92	25,512.08	64.59%
HISTORIC COURTHOUSE	19,600.00	15,973.23	3,626.77	81.50%
LEISURE SERVICES ADMINISTRATN	326,623.00	250,851.19	75,771.81	76.80%
RECREATION CENTER	530,168.00	383,458.13	146,709.87	72.33%
MARATHON	550,604.00	520,446.71	30,157.29	94.52%
COMMUNITY CENTER	2,250.00	1,603.43	646.57	71.26%
CEMETERY	269,056.00	193,936.80	75,119.20	72.08%
DEVELOPMENT SERVICES ADMIN.	1,092,558.00	859,124.62	233,433.38	78.63%
DEBT SERVICE	44,505.00	37,087.50	7,417.50	83.33%
TRANSFERS TO OTHER FUNDS	2,836,464.00	389,166.70	2,447,297.30	13.72%
AIRPORT	789,917.00	697,680.18	92,236.82	88.32%
SWIMMING POOL	313,260.00	234,241.44	79,018.56	74.78%
SAND HOLLOW AQUATIC CENTER	821,704.00	650,683.68	171,020.32	79.19%
TOTAL GENERAL FUND	46,739,187.00	33,864,885.67	12,874,301.33	72.46%

CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT

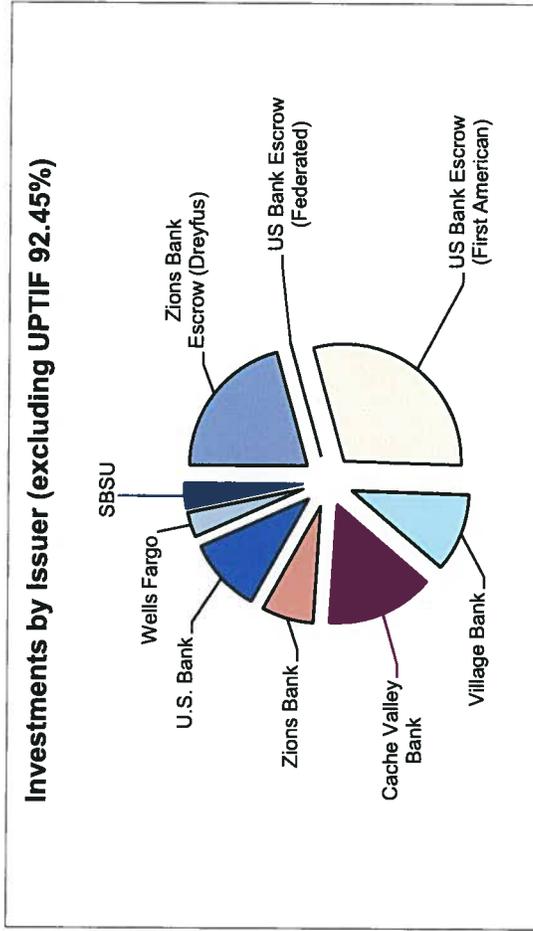
	BUDGET	REVENUE	EXPENDITURES	
10 GENERAL FUND	\$46,739,187	\$38,975,155	\$33,864,886	72.46%
53 & 83 ELECTRIC FUND (includes impact)	\$57,508,197	\$48,358,931	\$44,061,391	76.62%
51 & 81 WATER FUND (includes impact)	\$17,681,203	\$15,591,423	\$12,830,660	72.57% (w/o bond sale)
55 GOLF FUND	\$4,175,159	\$3,005,396	\$3,417,017	81.84%
52 & 82 WASTEWATER COLLECT (includes impact)	\$8,127,342	\$5,072,951	\$3,919,357	48.22%
62 & 86 WASTEWATER TREATMNT (includes impact)	\$9,283,745	\$4,228,443	\$6,376,599	68.69%
32 CDBG BLOCK GRANT FUND	\$494,629	\$373,705	\$377,796	76.38%
84 SALES TAX BOND - CAPITAL PROJ FUND	\$5,014,950	\$7,076	\$4,912,979	97.97%
30 DIXIE CENTER OPERATIONS	\$1,140,948	\$1,040,380	\$817,609	71.66%
40 CAPITAL EQUIPMENT FUND	\$3,576,111	\$1,537,114	\$3,325,970	93.01%
87 PUBLIC WORKS CAPITAL PROJ FUND	\$14,325,066	\$2,942,833	\$8,599,826	60.03%
88 REPLACEMENT AIRPORT CONST. FUND	\$5,764,659	\$157,734	\$5,650,712	98.02%
44 PARK IMPACT FUND	\$2,985,072	\$1,493,296	\$905,374	30.33%
45 STREET IMPACT FUND	\$1,755,000	\$766,333	\$19,023	1.08%
47 DRAINAGE IMPACT FUND	\$1,535,000	\$372,921	\$24,520	1.60%
48 FIRE IMPACT FUND	\$5,000	\$182,738	\$2,636	52.72%
49 POLICE IMPACT FUND	\$62,500	\$66,518	\$52,634	84.21%
64 SUNTRAN TRANSIT FUND	\$ 1,445,270	\$871,023	\$ 968,430	67.01%
27 TRANSPORTATION IMPROV FUND	\$ 7,097,000	\$3,550,593	\$ 405,744	5.72%

**City of St George
DEPOSITS AND INVESTMENTS
03/31/2013**

Portfolio Composition	Amount	Percentage
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	2,176,732.13	3.81%
Agencies	-	0.00%
Government Pool	52,823,394.11	92.45%
Mutual Funds	-	0.00%
CD's	474,405.57	0.83%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	1,660,830.72	2.91%
Total	57,135,362.53	100.00%



<i>Investments by Issuer:</i>		
UPTIF (State Pool)	52,823,394.11	92.45%
Zions Bank Escrow (Dreyfus)	892,681.17	1.56%
US Bank Escrow (Federated)	-	0.00%
US Bank Escrow (First American)	1,284,050.96	2.25%
Village Bank	464,113.34	0.81%
Cache Valley Bank	633,980.15	1.11%
Zions Bank	304,281.79	0.53%
U.S. Bank	443,094.75	0.78%
Wells Fargo	147,728.96	0.26%
SBSU	142,037.30	0.25%
Total	57,135,362.53	100.00%



<i>Portfolios Weighted Average Maturity on</i>	03/31/2013	64.98 days
<i>Portfolios Weighted Average Rate on</i>	03/31/2013	0.54%

City of St. George
DEPOSITS AND INVESTMENTS
03/31/2013

Name of Bank	Type of Account	Rate**	Due Date or Maturity	Purchase Date	Face Amount (Bank Balance)	Average Days to Maturity*	Held at or s/k Location	Current Market Value	Investment Type	Issuer	Fund that money or investment is assigned to
Zion's FNB	Money Market	0.2000	03/31/13	03/01/13	304,281.79	1	Zion's	1.00	Other	Zions	General
Wells Fargo Bank	Money Market	0.0100	03/31/13	03/01/13	147,728.96	1	WFB	1.00	Other	WFB	General
U.S. Bank	Checking - Utilities	0.0100	03/31/13	03/01/13	58,811.25	1	US Bank	n/a	Other	USB	General
St. Bank So. Ut.	Checking	0.5500	03/31/13	03/01/13	142,037.30	1	SBSU	n/a	Other	SBSU	General
Cache Valley Bank	T C D	0.6500	03/19/14	03/19/13	474,405.57	Q	CVB	1.00	CD's	Cache Valley	General
Village Bank	Checking - General	-	03/31/13	03/01/13	463,889.97	1	VB	n/a	Other	Village	General
Cache Valley Bank	Checking - Utilities & Payroll	-	03/31/13	03/01/13	223.37	1	VB	n/a	Other	Village	General
Cache Valley Bank	Checking	0.3500	03/31/13	03/01/13	159,574.58	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	PTIF - 0167 General Account	0.5739	03/31/13	03/01/13	48,842,575.24	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 0983 Performance Bond	0.5739	03/31/13	03/01/13	138,889.32	65	UPTIF	1.00	Govt. Pool	UPTIF	General (Performance Bonds)
State Treasurer	PTIF - 2037 Community Arts	0.5739	03/31/13	03/01/13	15,629.56	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 2038 Community Arts Interest	0.5739	03/31/13	03/01/13	52.06	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 5033 Retainage	0.5739	03/31/13	03/01/13	140,711.89	65	UPTIF	1.00	Govt. Pool	UPTIF	Various (Retainage Held)
State Treasurer	PTIF - 5178 New PD Task Force Seizure	0.5739	03/31/13	03/01/13	60,382.30	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.5739	03/31/13	03/01/13	130.96	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.5739	03/31/13	03/01/13	531,947.74	65	UPTIF	1.00	Govt. Pool	UPTIF	General
U.S. Bank	St George Sales Tax Rev 2007 Const	0.5739	03/31/13	03/01/13	-	65	UPTIF	1.00	Govt. Pool	UPTIF	Sales Tax Bond Fund
U.S. Bank	St George Sales Tax Rev 2007 Const	-	03/31/13	03/01/13	-	51	US Bank	1.00	U.S. Treasuries	F. Am. Treas	Sales Tax Bond Fund
U.S. Bank	Sales Tax Revenue Refunding 2009 Bond	-	03/31/13	03/01/13	1,284,046.90	49	US Bank	1.00	U.S. Treasuries	F. Am. Prime Ob	Sales Tax Bond Fund
U.S. Bank	MBA Lease Rev Bonds 1998	-	03/31/13	03/01/13	-	46	US Bank	1.00	U.S. Treasuries	Fed Auto Gov	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Bonds 2008 Bond	-	03/31/13	03/01/13	-	51	US Bank	1.00	U.S. Treasuries	F. Am. Treas	General
U.S. Bank	Electric Revenue Bonds 2005 Bond	0.0200	03/31/13	03/01/13	4.06	53	US Bank	1.00	U.S. Treasuries	F. Am. Treas	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Bond	0.0400	03/31/13	03/01/13	-	1	US Bank	n/a	Other	USB	Electric (Airport)
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.5739	03/31/13	03/01/13	354,221.78	65	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Excise Tax Rev Refunding Ser 2011 Bond	0.0400	03/31/13	03/01/13	384,283.50	1	US Bank	1.00	Govt. Pool	USB	General
U.S. Bank	Sales Tax Rev Refunding Ser 2012 Bond Fund	0.0100	03/31/13	03/01/13	33,169.29	53	US Bank	1.00	Other	USB	Sales Tax Bond Fund
Zion's FNB	St George Water Ref 2012 Bond Fund	0.5739	03/31/13	03/01/13	6.54	65	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Ref 2012 Bond Fund	0.5739	03/31/13	03/01/13	-	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	Water Rev Ref 2012 COI	0.5739	03/31/13	03/01/13	-	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	SID 99-3 2003 Bond Fund	0.5739	03/31/13	03/01/13	60.83	65	Zion's	1.00	Govt. Pool	UPTIF	Special Improvement Fund
Zion's FNB	Excise Tax 2003 Bond	0.5739	03/31/13	03/01/13	282.39	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	GO Ref Bond, Ser 2010 BF	0.5739	03/31/13	03/01/13	28.85	65	Zion's	1.00	Govt. Pool	UPTIF	Various
Zion's FNB	UWFA Water Revenue 2003A Bond Fund	0.5739	03/31/13	03/01/13	950,442.15	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	UWFA Water Rev 2004A Bond	0.5739	03/31/13	03/01/13	1,058,073.44	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	UWFA Sewer 2004A Bond Fund	0.5739	03/31/13	03/01/13	729,959.06	65	Zion's	1.00	Govt. Pool	UPTIF	Wastewater
Zion's FNB	Bond accts - temp SID & misc.	0.5739	03/31/13	03/01/13	-	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Water Rev 1987-B Bond Fund	0.0100	03/31/13	03/01/13	0.35	53	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	Swr Rev 93B Reserve	0.0100	03/31/13	03/01/13	279,871.47	53	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr 88A & 93B Bond R&R	0.0100	03/31/13	03/01/13	241,000.00	53	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev 1993 B Bond	0.0100	03/31/13	03/01/13	244,625.96	53	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev 1997B Bond Fund	0.0100	03/31/13	03/01/13	-	53	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev Ser Repair & Replace (1997B)	0.0100	03/31/13	03/01/13	-	53	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	03/31/13	03/01/13	94,013.17	53	Zion's	1.00	U.S. Treasuries	Dreyfus	Special Improvement Fund
Zion's FNB	SID Series October 2002	0.0100	03/31/13	03/01/13	-	53	Zion's	1.00	U.S. Treasuries	Dreyfus	Special Improvement Fund
Zion's FNB	SID 99-1, 2003 Bond Fund	0.0100	03/31/13	03/01/13	-	53	Zion's	1.00	U.S. Treasuries	Dreyfus	General
Zion's FNB	Parks 2004 G.O. Bond	0.0100	03/31/13	03/01/13	0.93	53	Zion's	1.00	U.S. Treasuries	Dreyfus	General
Zion's FNB	Bond accts - temp SID & misc.	0.0100	03/31/13	03/01/13	-	53	Zion's	1.00	U.S. Treasuries	Dreyfus	Various

TOTAL = 57,135,362.53

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

CITY OF ST. GEORGE
ELECTRIC UTILITY

STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN RETAINED EARNINGS

FOR THE NINE-MONTH PERIOD ENDED MARCH 31, 2013

	BUDGET FY13	Mar-12	Mar-13	2013 FY TO DATE	2012 FY TO DATE	BUDGETED REMAINING BALANCE	SPENT % OF BUDGET	INCREASE (DECREASE) OVER 2008	INCREASE (DECREASE) %
OPERATING REVENUE									
Penalties	\$350,000	\$21,513	\$23,083	\$283,224	\$263,566	\$66,778	80.92%	\$19,658	7.46%
Wholesale sales	\$2,684,415	433,905	344,416	2,212,410	3,844,925	472,005	82.42%	(1,632,515)	-42.46%
Small Commercial Sales	10,740,449	721,006	458,170	5,286,631	7,548,410	5,453,818	49.22%	(2,261,779)	-29.96%
Residential Sales	24,282,397	1,497,720	1,587,607	18,799,571	17,153,748	5,482,826	77.42%	1,645,823	9.59%
Large Commercial Sales	16,820,832	1,122,210	1,442,032	15,511,323	11,768,272	1,309,309	92.22%	3,743,051	31.81%
Street Lighting	50,000	4,038	4,038	36,339	36,339	13,661	72.68%	-	0.00%
Sales to Governmental Units	1,302,880	79,380	80,616	1,079,163	1,002,467	223,717	82.83%	76,696	7.65%
Service Account - Labor	300,000	9,542	12,348	158,457	201,543	141,543	52.82%	(43,086)	-21.38%
Federal Grants	463,435	-	-	8,424	9,012	1,576	84.24%	(588)	-6.52%
Mountain Bell Pole Agreement	10,000	21,744	21,744	21,744	21,744	4,256	83.63%	-	0.00%
Cable TV Pole Agreement	26,000	-	-	-	-	-	-	-	-
Total Operating Revenues	57,030,208	3,920,070	3,982,478	43,397,286	41,850,026	13,632,922	76.10%	1,547,260	3.70%
OPERATING EXPENSES									
Generation	1,620,614	219,126	82,953	1,244,447	1,270,557	376,167	76.79%	(26,110)	-2.06%
Transmission	38,935,181	3,153,239	3,297,246	29,948,417	29,190,136	8,986,764	76.92%	758,281	2.60%
Natural Gas Purchases	3,729,256	645	5,770	2,899,191	3,100,993	829,065	71.76%	(201,802)	-5.51%
Distribution	3,685,201	254,957	230,288	2,699,829	2,626,374	985,372	73.26%	(126,545)	-4.48%
Shop & Maintenance	135,000	11,545	13,676	125,541	130,542	9,459	92.99%	(5,001)	-3.83%
General & Administrative	2,945,141	217,425	227,891	2,226,519	2,083,298	718,622	75.60%	143,221	6.87%
Bond principal payments	1,730,000	137,083	144,167	1,297,500	1,233,750	432,500	75.00%	63,750	5.17%
Bond interest payments	2,955,091	252,341	246,258	2,216,318	2,271,068	738,773	75.00%	(54,750)	-2.41%
Miscellaneous expenses	20,000	4,539	678	23,623	16,335	(3,623)	118.12%	7,288	44.62%
Total Operating Expenses	55,754,484	4,250,900	4,248,907	42,681,385	42,123,053	13,073,099	76.55%	558,332	1.33%
Operating Income (Loss)	1,275,724	(330,830)	(266,429)	715,901	(273,027)	559,823	56.12%	988,928	-362.21%
NON-OPERATING REVENUES (EXPENSES)									
Interest Earnings	100,000	2,104	1,753	11,600	14,517	88,400	11.60%	(2,917)	-20.09%
Miscellaneous Sundry Revenue	150,000	2,266	2,510	42,987	35,865	107,013	28.66%	7,122	19.86%
Property Sales	100,000	694	694	41,953	41,953	57,542	42.46%	505	1.20%
Impact & Connection Fees	900,000	165,226	69,963	1,132,594	1,092,634	(232,594)	125.84%	39,960	3.66%
SunSmart Subscriptions	-	-	-	-	-	-	#DIV/0!	-	#DIV/0!
Contributions from others	-	-	-	-	-	-	#DIV/0!	-	#DIV/0!
Capital Improvements	-	-	-	-	-	-	#DIV/0!	-	#DIV/0!
Generation	(943,913)	(121,439)	(49,950)	(83,355)	(364,551)	(860,558)	8.83%	(281,196)	77.13%
Distribution	(798,300)	(41,858)	(37,620)	(509,866)	(240,192)	(288,334)	63.88%	269,774	-112.32%
Shop & Maintenance	-	-	(64)	(8,784)	(452)	8,784	#DIV/0!	8,332	-1843.36%
General & Administrative	(11,500)	(394)	(1,035)	(7,511)	(30,791)	(3,989)	65.31%	(23,280)	75.61%
Total Non-Operating Revenues (Expenses)	(503,713)	6,599	(14,443)	620,023	548,983	(1,123,736)	N/A	71,040	12.94%
NET INCOME (LOSS)	\$772,011	(\$324,231)	(\$280,872)	\$1,335,924	\$275,956	(\$563,913)	N/A	\$1,059,968	384.11%
CASH BALANCE AT 3/31/2013	\$6,170,866.49								
CASH BALANCE AT 3/31/2012	\$5,940,408.27								
Power purchases -									
Power cost per KWH		0.05048	0.05451	0.05555	0.05020				
Other op. costs per KWH		0.01756	0.01581	0.01663	0.01529				
Total OP. Costs per KWH		0.06804	0.07012	0.07218	0.06549				
Rev per KWH purchased		0.08275	0.06572	0.07339	0.06506				
Net per KWH purchased		-0.00529	-0.00440	0.00121	-0.00043				

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

Date Submitted 2013-05-06 10:02:17**Applicant** Luke Abegglen/Energy Services Warehouse**Quick Title** Bid Award**Subject** EPR Primary Cable**Discussion** Only two (2) approved suppliers for the EPR Cable are HD Supply and Codale Electric. Both submitted bids. Both are local suppliers Codale submitted the low overall bid amount of \$ 67,852.95**Cost** \$67,852.95**City Manager Recommendation** Underground project on 700 South. Recommend approval.**Action Taken****Requested by** Connie Hood**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** Total footage of EPR cable is 10,455 feet, equivalent to 9 reels. Leadtime is 2-3 weeks. Pricing is subject to metals escalation /deescalation costs.

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

Date Submitted 2013-04-10 15:24:01**Applicant** Cindy Flowers/PD**Quick Title** Sole Source Bid Award**Subject** Sentinel Patriot System w/Vela Mapping**Discussion** This equipment is a sole source equipment purchase from Cassidian (Century Link) for the continuation of station #7 back up center project**Cost** \$505,345.42**City Manager Recommendation** We have received a grant to upgrade our dispatch equipment and system. Our match will be \$101,000 and the funds will come from the fund balance of the Dispatch capital fund. As you are aware the costs of the Dispatch function is charged to the entire County on a population basis and any funds left over at the end of a fiscal budget goes into the Dispatch capital account. We have sufficient funds in that account to handle the match. This will be a great upgrade and help us to continue to provide excellent dispatch services. Recommend approval with the understanding this project will be completed in July.**Action Taken****Requested by** Connie Hood**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** Funding will come from a State Grant which will cover the amount of \$ 404,276.34. City's match will be \$ 101,069.08

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

Date Submitted 2013-05-06 11:32:49**Applicant** Jay Sandberg**Quick Title** Equestrian Drive Pipe Upsizing**Subject** Consider approving a reimbursement agreement with Quality Development to upsize the Equestrian Drive Drainage project.**Discussion** There are six developments in Little Valley that are in the process of improvement. They have hired Quality Development to install a storm drain pipe to the Ft. Pearce Wash. Because of high growth in the area, the City has identified the need to increase the pipe size to 48". The total project cost is \$442,000. This agreement authorizes the city to pay \$165,000 of that cost for up sizing.**Cost** \$165,000**City Manager Recommendation** This request follows City policy with regard to using impact funds to up size major trunk lines. Recommend approval.**Action Taken****Requested by** Larry H. Bulloch**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

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

Date Submitted 2013-05-08 15:07:19**Applicant** Zac Koceja**Quick Title** Seegmiller Farm Architectural Services**Subject** Award a professional services agreement to Campbell & Associates Architects to provide design, construction documents and construction administration for a barn-style pavilion with attached restrooms and reconstruction of a rock house.**Discussion** The rock house was donated to the City with the condition that it would be rebuilt for public use. The rock house was dismantled last year. Once reconstructed it will provide exhibits about agriculture history in the Little Valley area. The pavilion with attached restrooms will be a unique design to carry on the agricultural theme of the farm.**Cost** \$\$31,433.00**City Manager Recommendation** Recommend approval. Exciting to see this project move forward.**Action Taken****Requested by** Laura Taylor**File Attachments** [Hela Seegmiller Historic Farm PSA - Campbell Asso](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [Hela Seegmiller Historic Farm PSA - Campbell Asso](#)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, 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 Campbell and Associates Architects with offices at 46 North 200 East St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide design engineering services including a complete set of plans and bid documents for the Hela Seegmiller Historic Farm Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated April 8, 2013, which outlines the scope of work for the PROJECT; and

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

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

1. EMPLOYMENT OF CONSULTANT

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

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

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION**

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

3. **TERM OF AGREEMENT**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with

professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY, for a target date of completion set at _____, 2013.

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

4. **COMPENSATION**

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

5. **INVOICING, PAYMENT, NOTICES**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution,

receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.

- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE**

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

7. **TO BE FURNISHED BY CITY**

Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of provided information as defined in the CONSULTANTS Scope of Work.

8. **INSPECTIONS**

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

9. **ACCURACY AND COMPLETENESS**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates

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

10. **INDEPENDENT CONTRACTOR**

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

11. **INSURANCE**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any

- subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
- i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
- i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
- i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

- ii. The Insurance Endorsement shall evidence such provisions.
- iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$674,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$1,000,000 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$269,700 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 ERRORS AND OMISSIONS MALPRACTICE INSURANCE:
 - i. CONSULTANT shall carry and maintain Professional Errors and Omissions Malpractice Insurance in an amount not less than \$1,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
- g. BUSINESS AUTOMOBILE COVERAGE:
 - i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,308,400 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

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

12. **INDEMNITY AND LIMITATION**

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

13. **DOCUMENTS**

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

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

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

14. **RECORDS**

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

15. **TERMINATION**

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

16. **SUCCESSORS AND ASSIGNS**

CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior 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.

17. **CONFLICT OF INTEREST**

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

18. **NON WAIVER**

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

19. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

CITY: City of St. George 175 East 200 North St. George, Utah 84770 Attention: Zac Koceja	CONSULTANT: Campbell & Associates Architects 46 North 200 East St. George, Utah 84770 Attention: Kim Campbell
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20. **GOVERNING LAW AND VENUE**

This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

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

22. **MODIFICATION OF AGREEMENT**

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

23. **RESERVED LEGISLATIVE POWERS**

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

24. **ASSIGNMENT**

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of CITY, which consent shall not be unreasonably withheld.

25. **BINDING EFFECT**

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

26. **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.

27. **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.

28. **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.

29. **SURVIVAL**

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

30. **HEADINGS**

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

31. **COUNTERPARTS**

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

32. **AUTHORIZATION**

The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

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

CITY: City of St. George

CONSULTANT:
Campbell and Associates Architects

Daniel D. McArthur, Mayor

By: Kim Campbell

ATTEST:

Gay A Cragun, City Recorder

APPROVED AS TO FORM

Paula Houston, Deputy City Attorney

Campbell & Associates Architects

46 NORTH 200 EAST
ST. GEORGE, UTAH 84770
(435) 628-5969 FAX (435) 628-5975

**ARCHITECTURAL
FEE
PROPOSAL**

PROJECT: SEG MILLER PARK ROCK HOME ASSEMBLY, PAVILION
BARN AND RESTROOMS DESIGN AND DOCUMENTATION

DATE: APRIL 8, 2013

ATTENTION: ZAC KOCEJA

GENERAL SCOPE OF PROJECT:

*DOCUMENTS TO RECONSTRUCT ROCK HOUSE AND DOCUMENTS FOR
NEW PAVILION BARN WITH ATTACHED RESTROOMS.*

- BID SET OF DOCUMENTS
- BUILDER SET OF DOCUMENTS WITH AN IN PLACE GENERAL CONTRACTOR
- FAST TRACK SEPARATE BID PACKAGES

A. ARCHITECTURAL SERVICES:

- 1. PROGRAMMING**
 - EXTENSIVE PROGRAM STUDY AND BOOKLET
 - MINIMAL PROGRAM INFORMATION CONVEYED TO ARCHITECT FROM CLIENT/CONTRACTOR

- 2. SCHEMATIC PRELIMINARY DESIGN**
 - FLOOR PLANS
 - RENDERING OF PAVILION

- 3. WORKING DRAWINGS (ARCHITECTURAL)**
 - COVER SHEET
 - EGRESS PLAN
 - FLOOR PLANS
 - BUILDING SECTIONS
 - WALL SECTIONS
 - DETAILS
 - REFLECTED CEILING PLANS

- FINISH SCHEDULE
- DOOR SCHEDULE
- INTERIOR ELEVATIONS
- EXTERIOR ELEVATIONS
- ROOF PLANS

B. WORKING DRAWINGS (CIVIL) – BY OTHERS

- CIVIL HYDROLOGY
- SITE GRADING PLAN
- SITE UTILITY PLAN
- SITE DETAILS
- MUNICIPAL APPROVALS

C. WORKING DRAWINGS (MECHANICAL & PLUMBING)

- PLANS, SECTIONS, DETAILS AND SCHEDULES

SYSTEM DESCRIPTION:

HEATING FOR RESTROOM AND ROCK HOUSE (RADIANT CEILING)

D. WORKING DRAWINGS (STRUCTURAL)

- FOOTING AND FOUNDATION PLANS
- STRUCTURAL GENERAL NOTES
- ROOF FRAMING
- CALCULATIONS

SYSTEM DESCRIPTION:

SLAB ON GRADE ROCK HOUSE AND PAVILION. CMU W/ ROCK VENEER ON RESTROOMS, HEAVY TIMBER PAVILION AND ROCK WALLS IN ROCK HOUSE.

E. WORKING DRAWINGS (ELECTRICAL)

- PLANS, SECTIONS, DETAILS, SCHEDULES AND RISER DIAGRAMS

SYSTEM DESCRIPTION:

TYPICAL ELECTRICAL IN RESTROOMS, LIGHTS AND OUTLETS IN ROCK HOUSE AND LIGHTS AND OUTLETS IN PAVILION.

F. WORKING DRAWINGS (LANDSCAPE) – N/A

- LANDSCAPE PLAN
- IRRIGATION / SPRINKLER PLAN

SYSTEM DESCRIPTION:

G. REVIEW PROCESS

- ATTEND CITY UTILITY AND ENGINEERING MEETINGS
- SUBMIT PLANS FOR INITIAL STAFF REVIEW
- SUBMIT TWO FINAL SETS OF PLANS TO BUILDING DEPARTMENT
- FIX DOCUMENTS PER CITY REVIEW

H. SPECIFICATIONS

- CSI FORMAT
- MASTER SPEC FORMAT
- BOOK FORM
- PERFORMANCE
- SPECIFICATIONS ON DRAWINGS (PERFORMANCE TYPE)

I. BIDDING

- HELP SOLICIT CONTRACTORS
- HELP ADVERTISE PROJECT
- ATTEND BID OPENING
- PROVIDE REIMBURSABLE PRINTING SERVICES FOR BLUEPRINTS OR CD.
- ASSIST IN OWNER / CONTRACTOR AGREEMENT IF NEEDED

J. CONSTRUCTION ADMINISTRATION

- SCHEDULE AND ATTEND COORDINATION MEETING WITH OWNER
- REVIEW SHOP DRAWINGS IF APPLICABLE
- PRODUCE FIELD REPORTS
- REVIEW CHANGE ORDERS AND PRODUCE PROPOSAL REQUESTS
- FORMULATE FINAL AND PRE-FINAL PUNCH LISTS
- ATTEND SUBSTANTIAL COMPLETION, PRE-FINAL, AND FINAL
- PROVIDE SITE VISITS:
 - ARCHITECT 8 VISITS PAVILION
 - ARCHITECT 6 VISITS ROCK HOUSE
 - STRUCTURAL 2 VISITS PAVILION
 - STRUCTURAL 2 VISITS ROCK HOUSE

K. MISCELLANEOUS SERVICES

- | OUT | IN | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | CIVIL HYDROLOGY STUDIES AND CALCULATIONS |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ENERGY ANALYSIS |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | DETAILED ITEMIZED COST ESTIMATES |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3D RENDERINGS ON PAVILION BARN |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | REDRAWING FOR DOWNSCALING OR UPSIZING |

L. SEPARATE SERVICES OWNER MUST PROCURE

- TOPOGRAPHICAL SURVEY
- SOILS REPORT
- CONSTRUCTION TESTING
- CIVIL ENGINEERING
- LANDSCAPING

M. APPROXIMATE DESIGN SCHEDULE

8 WEEKS TO PLAN CHECK ON PAVILION BARN.
4 WEEKS TO PLAN CHECK ON ROCK HOUSE.

N. FEE QUOTATION

- A FIXED FEE BASED ON ITEM IN THIS PROPOSAL:
- | | |
|---|-------------|
| ROCK HOUSE ARCHITECTURAL, STRUCTURAL AND ELECTRICAL | \$11,868.00 |
| BARN PAVILION & RESTROOMS ARCHITECTURAL, STRUCTURAL,
MECHANICAL, PLUMBING AND ELECTRICAL | \$19,565.00 |

O. ACCEPTANCE

OWNER / CLIENT:

_____/_____/_____
 CLIENT DATE

ARCHITECT:

_____/_____/_____
 KIM O. CAMPBELL DATE

DRAFT

Agenda Item Number : **3A**

Request For Council Action

Date Submitted 2013-05-07 11:48:11

Applicant City of St. George

Quick Title Public Street Name Change

Subject Request to change Equestrian Drive to Crimson Ridge Drive

Discussion Equestrian Drive is located west of Little Valley Road and straight across from Crimson Ridge Drive

Cost \$0.00

City Manager Recommendation Staff has received a request to rename Equestrian Drive to Crimson Ridge Drive. I do not believe there is anyone that lives on this street at this time. Recommend approval.

Action Taken

Requested by Todd Jacobsen

File Attachments [Equestrian Drive.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Equestrian Drive.pdf](#)



Equestrian Drive

Little Valley Rd

Crimson Ridge Drive

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

Date Submitted 2013-05-07 11:24:58**Applicant** Kody Young**Quick Title** Public Hearing/Ordinance - Vacate Easement**Subject** Request to vacate a Public Utility and Drainage Easement for Lot 23 of Pointe West Estates Subdivision and merge with another parcel.**Discussion** This easement is located at the rear of the parcel. When the house was built and the swimming pool installed the pool encroached into the easement and onto City Property. At the May 2nd City Council meeting, the council approved to sell the 3,030 square feet of property that was encroached upon. Now the owner is seeking to get approval to vacate the easement and merge the two parcels into one parcel.**Cost** \$0.00**City Manager Recommendation** City parcel sold to property owner to clear up encroachment from previous owner onto City property. This vacation of easement would allow the parcels to be merged into one lot. Recommend approval.**Action Taken****Requested by** Todd Jacobsen**File Attachments** [Lot 23.pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [Lot 23.pdf](#)

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

Date Submitted 2013-05-03 10:34:08**Applicant** Development Solutions Inc., Stacy Young, rep**Quick Title** Public Hearing & Ord for zone change C-2 to R-1-12**Subject** Consider a request for a zone change from Commercial C-2 to R-1-12, Single Family Residential (12,000 sq ft minimum lot size) on 5.38 acres located on the northwest corner of the intersection of 3000 East Street and Crimson Ridge Drive.**Discussion** Recently the City Council approved a change to the City General Plan map which changed the land use designation from Commercial to Low Density Residential on the NW corner of 3000 East and Crimson Ridge Drive in the Little Valley area. This is the rezone request to change the zone map from C-2 to R-1-12. The SW corner of this intersection remains zoned C-2 for a future neighborhood commercial area. The PC recommends approval of the zone change to R-1-12 as requested.**Cost** \$0.00**City Manager Recommendation** General Plan has been amended to allow this new use in this location. Planning Commission recommends approval.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

ITEM ____

Zone Change

CITY COUNCIL AGENDA REPORT : 05/16/13
PLANNING COMMISSION AGENDA REPORT: 04/23/2013

ZONE CHANGE

Mulberry Estates – Phase 6
Case No. 2013-ZC-005

Request: To rezone a C-2 (Commercial) parcel to R-1-12 (Single-Family Residential – 12,000 s.f. minimum lot size) on 5.38 acres. The property is generally located at the NW Corner of the intersection of 3000 East Street and Crimson Ridge Drive.

Applicant: Development Solutions Inc.
113 East 200 North #2
St. George, Utah 84770

Representative: Mr. Stacy Young

Area: 5.38 acres

Current Zone(s): C-2 (Commercial)

General Plan: LDR - Low Density Residential (Up to 4 du/acre)

Density: Up to 4.0 du/acre

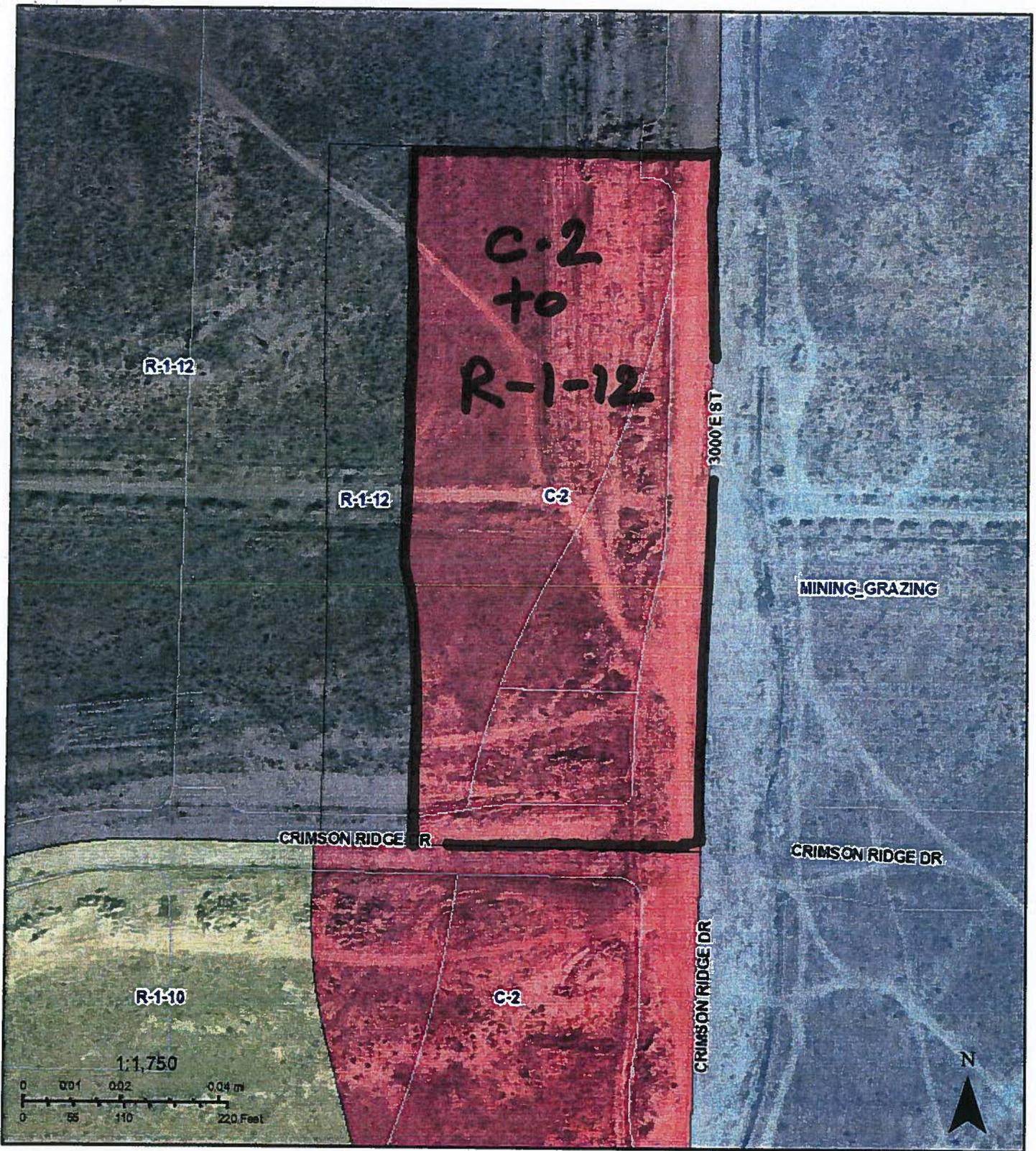
Adjacent zones: North: R-1-12 (Single-Family Residential) & RE-12.5 (Residential Estates)
East: Mining & Grazing (M & G)
South: C-2 (Commercial)
West: R-1-12 (Single-Family Residential)

Project: This project is part of the ‘The Arbors’ Project.

Comments: The applicant recently changed the General Plan from COM (Commercial) to LDR (low-Density Residential) on November 11, 2012 Case No. 2012-GPA-001. The applicant is now ready to develop this parcel and is seeking a zone change from Commercial to R-1-12.

Staff finds that this change is in harmony with the current General Plan of this area and Staff recommends approval.

PC Action: The PC recommends approval of the zone change to R-1-12.



Current Zoning

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

April 16, 2013

DRAFTAgenda Item Number : **3D****Request For Council Action****Date Submitted** 2013-04-03 11:09:33**Applicant** Stephen Wade**Quick Title** Public Hearing/Ordinance - Vacate a Public Street and Easements**Subject** Approval to vacate 1700 South Street that is located between Black Ridge Drive and Hilton Drive.

Discussion Stephen Wade is requesting that we vacate 1700 South and the associated easements so he can expand and rearrange his car dealerships. This Public Street and Easement Vacation includes vacating the Final Plat of the "Roadway Dedication Plat 1700 South Street" as on record in the Washington County Recorder's Office, Doc. #00545076, and vacating all of 1700 South Street as shown on the "Black Ridge Drive, 250 West Street and Airport Road Roadway Dedication" Final Plat as on record in the Washington County Recorder's Office, Doc. #00747717. This request has been to the Joint Utility Committee (JUC) and they approve of this request. This request has also been approved by the Fire Department as they requested that they can still have a thru emergency access in case a need arises, which was granted.

Cost \$0.00

City Manager Recommendation Formal hearing to vacate this street and deeding the property to the adjacent property owners. I believe the Painter group may want to provide their comments on this abandonment. State law does not allow the property to be sold if it was dedicated to the City through the subdivision process where the City received the property at no cost. Proper notices have been given so this item can be heard at this meeting.

Action Taken**Requested by** Todd Jacobsen**File Attachments** 1700 South St.pdf**Approved by Legal Department?****Approved in Budget?** **Amount:**

Additional Comments FYI: Stephen Wade will be dedicating easements back to the City of St. George as part of this vacation process. He has been to JUC and is granting all necessary easements back to the City. See attachments.

Attachments 1700 South St.pdf

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

Date Submitted 2013-05-03 10:36:10**Applicant** PC**Quick Title** PC Report from May 14, 2013**Subject** Consider the report from the Planning Commission meeting of May 14, 2013.**Discussion** The PC agenda for May 14th contains 2 final plats, 4 preliminary plats, 3 CUP requests which are listed separately on the agenda, an easement vacation and the PC will also consider a zoning code amendment for metal cargo containers used as accessory storage buildings. The final & preliminary plats will come before the Council on 5/16, and also the request for an easement vacation.**Cost** \$0.00**City Manager Recommendation** Meeting to be held on May 14th looks like a long agenda.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

**CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: MAY 14, 2013
CITY COUNCIL MEETING: MAY 16, 2013

1. **FINAL PLATS**

- A. Consider approval of a final plat for “**The Village at Little Valley Phase 2**” a twenty (20) lot single family subdivision. The representative is Mr. Roger Bundy, R & B Surveying. The property is zoned R-1-12 (Single Family Residential 12,000 square foot minimum lot size) and is located at 2350 East Street and approximately 3400 South (Little Valley area, south of the Little valley Elementary School). Case No. 2013-FP-017 (Staff–Todd J.).
- B. Consider approval of an amended final plat for “**Bloomington Country Club No. 9 Subdivision Amended**” a forty-one (41) lot single family subdivision. The representative is Mr. Scott Woolsey, Alpha Engineering. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and is located between 2764 Moody Circle and 748 Escalante Drive (in the Bloomington Development). Case No. 2012-FPA-032 (Staff–Todd J.).

2. **EASEMENT VACATION/LOT MERGER – PUBLIC HEARING (5:00 P.M.)**

Consider approval to vacate a public utility and drainage easement and to merge two parcels into one parcel for “**Lot 23 of the Pointe West Estates Subdivision.**” The representative is Mr. Roger Bundy, R & B Surveying. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and is located at 1731 Bridge Pointe Way (north of the Santa Clara River and east of Dixie Drive). Case No. 2013-LRE-010 (Staff–Todd J.).

3. **PRELIMINARY PLATS**

- A. Consider a preliminary plat request for “**Whisper Ridge Phase 5 and 6**” to create twenty-seven (27) lots on 10.76 acres. The owner / developer is Mr. Carey Blake and the representative is Ms. Brandee Walker, Bush & Gudgeon. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size). The property is located at approximately Indian Hills Drive and 700 South. Case No. 2013-PP-019. (Staff– Wes J.).
- B. Consider a preliminary plat request for “**Entrada at Snow Canyon – Chaco West 3N**” to create a one (1) lot subdivision on 2.84 acres. The owner / developer is the Brent Beesley Trust, and the representative is Mr. Brett Henke, KUMA Engineering. The property is zoned PD-R (Planned Development Residential). The property would be located along Tacheene Drive in the Entrada Development. Case No. 2013-PP-017. (Staff– Wes J.).

- C. Consider a preliminary plat request for “**Riverside Cliffs (former Palomar)**” to create twenty-eight (28) lots on 9.64 acres. The owner / developer is Mr. Dean Larson, and the representative is Rosenberg Associates. The property is zoned R-1-8 (Single Family Residential 8,000 square foot minimum lot size). The property is located south of Riverside Drive at approximately 1900 East. Case No. 2013-PP-021. (Staff – Wes J.).
- D. Consider a preliminary plat request for “**Stone Cliff Phase 11**” to create thirty-one (31) lots on 16.26 acres. The owner / developer is Kay Traveller and the representative is Mr. Gail Maxwell. The property is zoned PD-R (Planned Development Residential). The property is located in Stone Cliff at approximately 1600 South and 2550 East. Case No. 2013-PP-020. (Staff – Wes J.).

4. **BUILDING DESIGN CONCEPTUAL SITE PLAN**

Consider a request for a BDCSP (Building Design Conceptual Site Plan) review of a proposed mid-size assisted living and memory care community to be called “**The Retreat at Sunbrook.**” The site is located on Dixie Drive at approximately 360 North. The zoning is C3 (General Commercial). The representative is Mr. David Gardner. Case No. 2013-BDCSP-004. (staff – Ray S.)

5. **CONDITIONAL USE PERMIT**

Consider a request for a Conditional Use Permit to construct a **detached accessory garage** that will exceed the allowable height of fifteen feet (15’) unless a conditional use permit is granted for a greater height. The subject property is located at 1538 West 3780 South. The zoning is R-1-10 (Single Family Residential 10,000 square foot minimum lot size). Mr. and Mrs. Darin Shaw are the applicants. Case No. 2013-CUP-007 (Staff – Craig H.).

6. **OTHER PLANNING COMMISSION ACTIONS (FYI)**

- A. The Planning Commission recommended approval of a request for an amendment to a previously approved conditional use permit which established “**Desert Solace**” an intensive residential treatment facility for adult male clients who suffer from addiction to pornography and other sexual behaviors through the use of a holistic, task-oriented approach. This amendment would add treatment of chemical addiction, gambling, and other behavioral addictions to the program and increase the maximum occupancy from 10 to 16. The applicant is Mr. Mark Jorgensen. The zoning is A-5 (Agricultural 5 acre minimum lot size). The property is located at 4200 N 1239 W / Lot 8 JEL subdivision. However, to allow the applicant time to prepare an amendment to the Community Impact Report to address the amendment the CUP is not scheduled to be heard by the **City Council until June 6th**. Case No. 2013-CUP-006.

- B. The Planning Commission considered and **tabled** a proposed amendment to the City Zoning Regulations, Title 10, Chapter 2 “Definitions” to add a new sub-section to Title 10, Chapter 14, “Supplementary and Qualifying Regulations” to regulate **cargo containers** with specific requirements in all zones.’ City of St George applicant. Case No. 2013-ZRA-001. (Staff –Craig H.).
- C. The Planning Commission considered and **tabled** a preliminary plat request for “**The Legends at Cactus Flats**” to create twelve (12) lots on 3.75 acres. The owner/developer is Mr. Glen Bundy and the representative is Mr. Roger Bundy, R & B Surveying. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size). The property is located along the west side of 2100 East north of 2450 South. Case No. 2013-PP-018. (Staff – Wes J.). This tabling will allow the applicant time to present an alternate option to the adjacent property owner to the north and to resolve the issue of vacating, developing, or redirecting 2330 South Street.
- D. At the request of the applicant the consideration of a Conditional Use Permit was **tabled** to construct a **detached accessory garage** that will exceed the allowable height of fifteen feet (15’) unless a conditional use permit is granted for a greater height. The subject property is located at 538 Los Alamitos Drive. The zoning is R-1-10 (Single Family Residential 10,000 square foot minimum lot size). Mr. Charles James is the applicant. Case No. 2013-CUP-008 (Staff – Craig H.).

PCR ITEM 1A

Final Plat

PLANNING COMMISSION AGENDA REPORT: 05/14/2013
CITY COUNCIL MEETING: 05/16/2013

FINAL PLAT

The Village at Little Valley Phase 2
Case No. 2013-FP-017

Request: Approval of a 20 Lot Residential Subdivision Final Plat

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

Property: Located at 2350 East Street and approximately 3400 South (Little Valley area, south of the Little Valley Elementary School)

Zone: R-1-12

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

P.C.: The Planning Commission recommends approval.

PCR ITEM 1B

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 05/14/2013
CITY COUNCIL MEETING: 05/16/2013

FINAL PLAT AMENDMENT

Bloomington Country Club No. 9 Subdivision Amended
Case No. 2012-FPA-032

Request: Approval of a 41 Lot Residential Subdivision Final Plat Amendment

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

Property: Located between 2764 Moody Circle and 748 Escalante Drive (in the Bloomington Development)

Zone: R-1-10

Staff Comments: The purpose of this Final Plat Amendment is to adjust the Lot Line and Easement Line between Lots 3 & 4. This is due to the house on Lot 4 was built encroaching onto Lot 3. The applicant is the owner of both Lots (homes) and is trying to comply with zoning regulations (setback standards). By adjusting the Lot Line and Easement Line to run in between the existing homes this brings him into compliance.

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

P.C.: The Planning Commission recommends approval.

SURVEYOR'S CERTIFICATE
BLOOMINGTON COUNTRY CLUB NO. 9 SUBDIVISION AMENDED

I, SCOTT S. LAMB, SURVEYOR, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor under the laws of the State of Virginia. I am a member of the Virginia Surveyors Association and the National Society of Professional Surveyors. I am a resident of the County of Loudoun, Virginia. I am a member of the Virginia Surveyors Association and the National Society of Professional Surveyors. I am a resident of the County of Loudoun, Virginia.

BOUNDARY DESCRIPTION

The boundaries of the above described subdivision are as follows: The north boundary is the line of the original plat, the south boundary is the line of the original plat, the east boundary is the line of the original plat, and the west boundary is the line of the original plat. The boundaries of the above described subdivision are as follows: The north boundary is the line of the original plat, the south boundary is the line of the original plat, the east boundary is the line of the original plat, and the west boundary is the line of the original plat.

DATE: _____ BY: SCOTT S. LAMB, SURVEYOR
 No. 17819
 BOULEVARD
 FARM 1/4



OWNERS DEDICATION

I, the undersigned, do hereby dedicate to the public use of the State of Virginia the above described land, together with all the rights and appurtenances thereto in and to the same, for the use and enjoyment of the people of the State of Virginia. I, the undersigned, do hereby dedicate to the public use of the State of Virginia the above described land, together with all the rights and appurtenances thereto in and to the same, for the use and enjoyment of the people of the State of Virginia.

ACKNOWLEDGMENT

STATE OF VIRGINIA, County of Loudoun, I, SCOTT S. LAMB, Surveyor, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor under the laws of the State of Virginia.

ACKNOWLEDGMENT

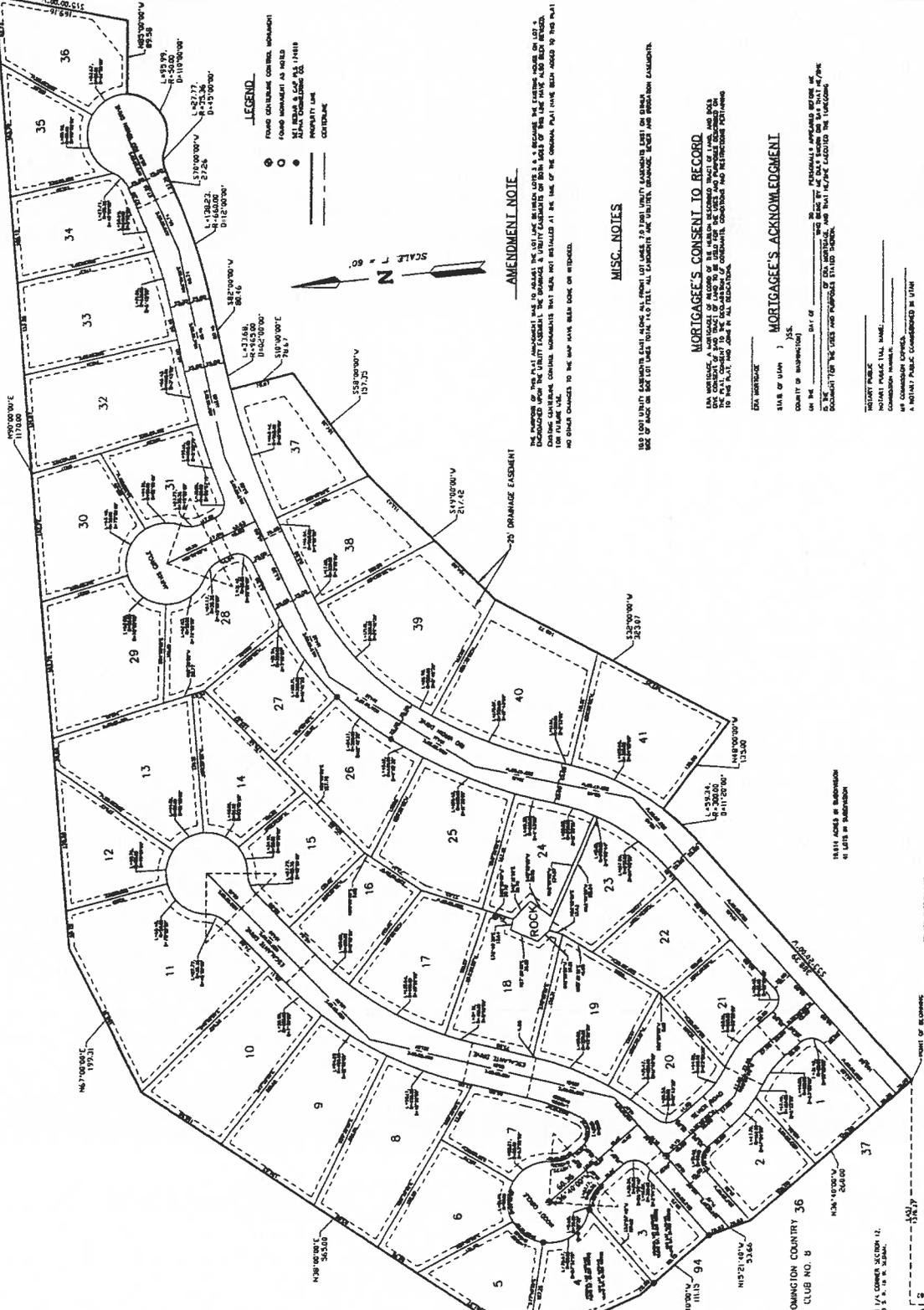
STATE OF VIRGINIA, County of Loudoun, I, SCOTT S. LAMB, Surveyor, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor under the laws of the State of Virginia.

ACKNOWLEDGMENT

STATE OF VIRGINIA, County of Loudoun, I, SCOTT S. LAMB, Surveyor, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor under the laws of the State of Virginia.

BLOOMINGTON COUNTRY CLUB NO. 9 SUBDIVISION AMENDED

A 61 LOT RESIDENTIAL SUBDIVISION LOCATED IN WASHINGTON COUNTY, UTAH, NW 1/4 SECTION 12, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN



<p>APPROVAL OF THE PLANNING AND ZONING COMMISSION</p> <p>On this the _____ day of _____, A.D. 20____, the undersigned, _____, Mayor of the City of St. George, Utah, do hereby approve and accept the above described plat and the use of the same for the purposes stated therein.</p> <p>City of St. George, Utah</p>	<p>APPROVAL OF THE PLANNING COMMISSION</p> <p>On this the _____ day of _____, A.D. 20____, the undersigned, _____, Chairman of the Planning Commission of the City of St. George, Utah, do hereby approve and accept the above described plat and the use of the same for the purposes stated therein.</p> <p>City of St. George, Utah</p>	<p>APPROVAL OF THE CITY COUNCIL</p> <p>On this the _____ day of _____, A.D. 20____, the undersigned, _____, Mayor of the City of St. George, Utah, do hereby approve and accept the above described plat and the use of the same for the purposes stated therein.</p> <p>City of St. George, Utah</p>	<p>APPROVAL OF THE PLANNING AND ZONING COMMISSION</p> <p>On this the _____ day of _____, A.D. 20____, the undersigned, _____, Mayor of the City of St. George, Utah, do hereby approve and accept the above described plat and the use of the same for the purposes stated therein.</p> <p>City of St. George, Utah</p>
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ALPHA ENGINEERING

43 West 100 East, Suite 100 • St. George, Utah 84770
 Phone: (435) 666-1111 • Fax: (435) 666-1112
 Email: alpha@alphaeng.com • Website: www.alphaeng.com

PCR ITEM 2

Easement Vacation/Lot Merger

PLANNING COMMISSION AGENDA REPORT: **05/14/2013**
CITY COUNCIL MEETING: **05/16/2013**

EASEMENT VACATION/LOT MERGER (Public Hearing (5:00 P.M.))

Lot 23 of Pointe West Estates Subdivision

Case No. 2013-LRE-010

Request: Approval to vacate a Public Utility and Drainage Easement and merge two parcels into one parcel.

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

Property: Located at 1731 Bridge Pointe Way (north of the Santa Clara River and east of Dixie Drive)

Zone: R-1-10

Staff Comments: This easement is located at the rear of the parcel. When the house was built and the swimming pool installed the pool encroached into the easement and onto City Property. At the May 2nd City Council meeting, the council approved to sell the 3,030 square feet of property that was encroached upon. Now the owner is seeking to get approval to vacate the easement and merge the two parcels into one parcel.

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

P.C.: The Planning Commission recommends approval.

PCR ITEM 3A

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 05/14/2013
CITY COUNCIL MEETING: 05/16/2013

PRELIMINARY PLAT

Whisper Ridge Phases 5 & 6

Case No. 2013-PP-019

Request: A request to approve twenty-seven (27) single family lots.

Location: Approximately Indian Hills Drive and 700 South

Property: 10.76 acres

Number of Lots: 27

Density: 2.51 DU/AC

Zoning: R-1-10 (Single Family Residential 10,000 square foot minimum lot size)

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

General Plan: LDR (Low Density residential)

Applicant: Desperado Holdings, LLC
112 North Painted Hills Drive
Ivins, Utah 84738

Representative: Mr. Cary Blake

Engineer: Bush & Gudgell, Brandee Walker

Staff Comments:

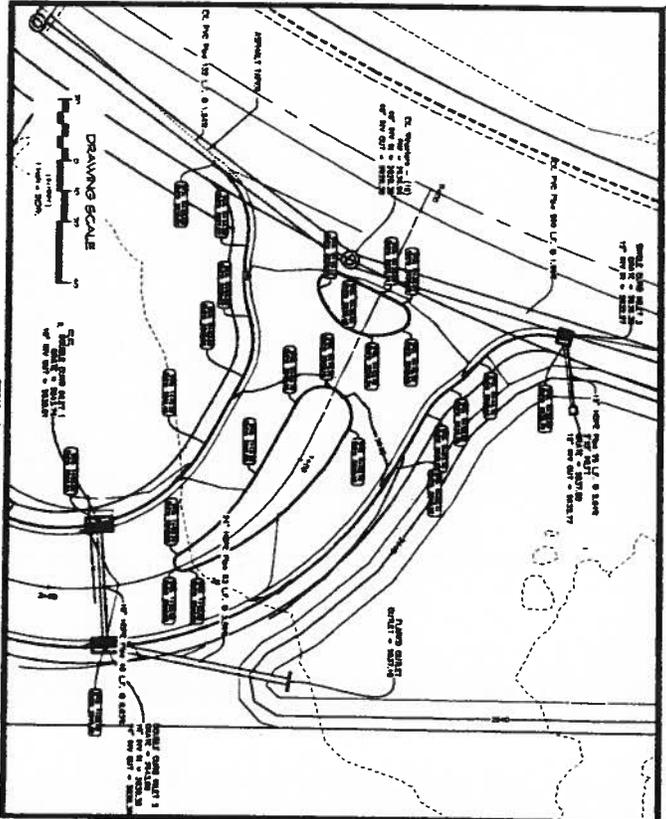
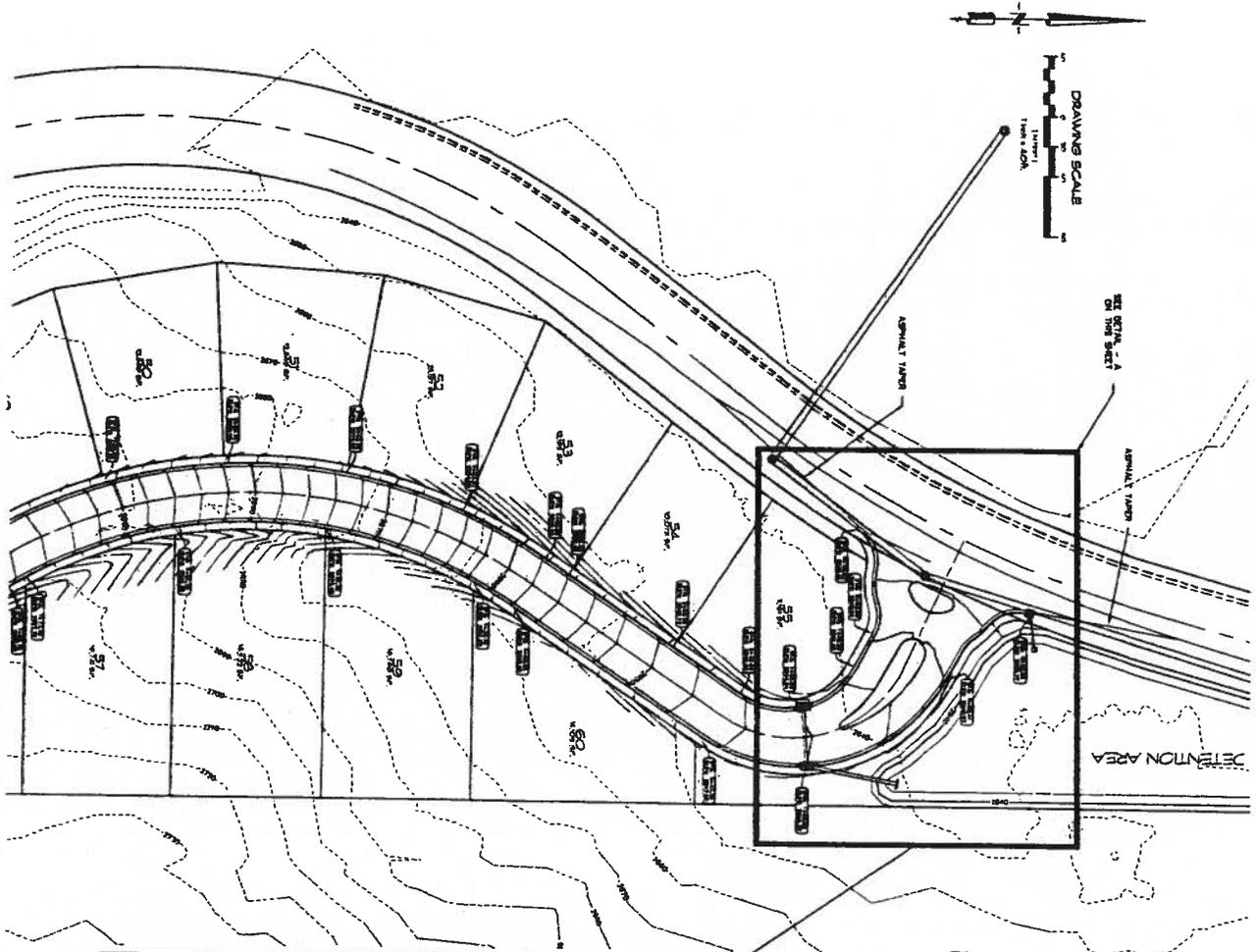
1. To handle the drainage from this development the applicant is proposing to construct a permanent detention basin along Indian Hills Drive. The detention basin will be owned and maintained by the Homeowners Association. There is an existing storm drain line in Indian Hills Drive. The developer is proposing to connect the detention basin to this existing storm drain to drain the detention basin.

2. The developer is proposing islands in the roadway at the entrance to the development. The developer will be required to maintain these islands.
3. The developer will be required to stub utilities to the future St. George City trailhead.
4. Developer is proposing to leave the lots ungraded. A separate grading and drainage plan will be required for each lot prior to a building permit being issued by the City.

P.C.:

The Planning Commission recommends approval with the following conditions:

1. The hillside is to be donated to the City and due to the topography of the site no wall shall be required along Indian Hills Drive, no sidewalk shall be installed, and no landscape strip is required. However, if the hillside is not to be dedicated to the City the applicant shall be responsible for making improvements.



**GRADING & DRAINAGE PLAN
WHISPER RIDGE
PHASE 5**

LEGEND

- Proposed Contours
- Proposed Easement
- Proposed Right-of-Way
- Proposed Utility
- Proposed Catch Basin
- Proposed Downspout
- Proposed Gutter
- Proposed Asphalt Ramp

TYPICAL LOT DRAINAGE

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL DRAINAGE SYSTEMS FOR THE ENTIRE PROJECT. THE CONTRACTOR SHALL VERIFY THE QUANTITIES FOR CONSTRUCTION OF WORK, QUANTITIES AND SIZES OF MATERIALS.

2. ALL DRAINAGE SYSTEMS SHALL BE DESIGNED TO DRAIN TO THE STREET OR TO A PUBLICLY MAINTAINED DRAINAGE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY ENGINEERS.

3. ALL DRAINAGE SYSTEMS SHALL BE DESIGNED TO DRAIN TO THE STREET OR TO A PUBLICLY MAINTAINED DRAINAGE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY ENGINEERS.

4. ALL DRAINAGE SYSTEMS SHALL BE DESIGNED TO DRAIN TO THE STREET OR TO A PUBLICLY MAINTAINED DRAINAGE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY ENGINEERS.

5. ALL DRAINAGE SYSTEMS SHALL BE DESIGNED TO DRAIN TO THE STREET OR TO A PUBLICLY MAINTAINED DRAINAGE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY ENGINEERS.

DATE: 1/2012
SCALE: 1" = 20'

**GRADING & DRAINAGE PLAN
WHISPER RIDGE PH 5
LOCATED IN ST. GEORGE, UT**



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tennessee Suite 44
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

NO.	DATE	BY	CHKD.
1	1/2012		
2			
3			
4			
5			

PCR ITEM 3B

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 05/14/2013
CITY COUNCIL MEETING: 05/16/2013

PRELIMINARY PLAT

Chaco West 3N

Case No. 2013-PP-017

Request: A request to consider a preliminary plat to create a one lot subdivision.

Location: The parcel would be located along Tacheene Drive in the Entrada development on the border of St. George and Santa Clara which is located in Section 4 Township 42 South Range 16 West.

Property: 2.84 acres

Number of Lots: 1

Zoning: PD-R, Planned Development Residential

Adjacent zones: North: Santa Clara City
East: PD-R
South: PD-R
West: Santa Clara City

General Plan: LDR – Low Density Residential

Owner: Brent Beesley Trust

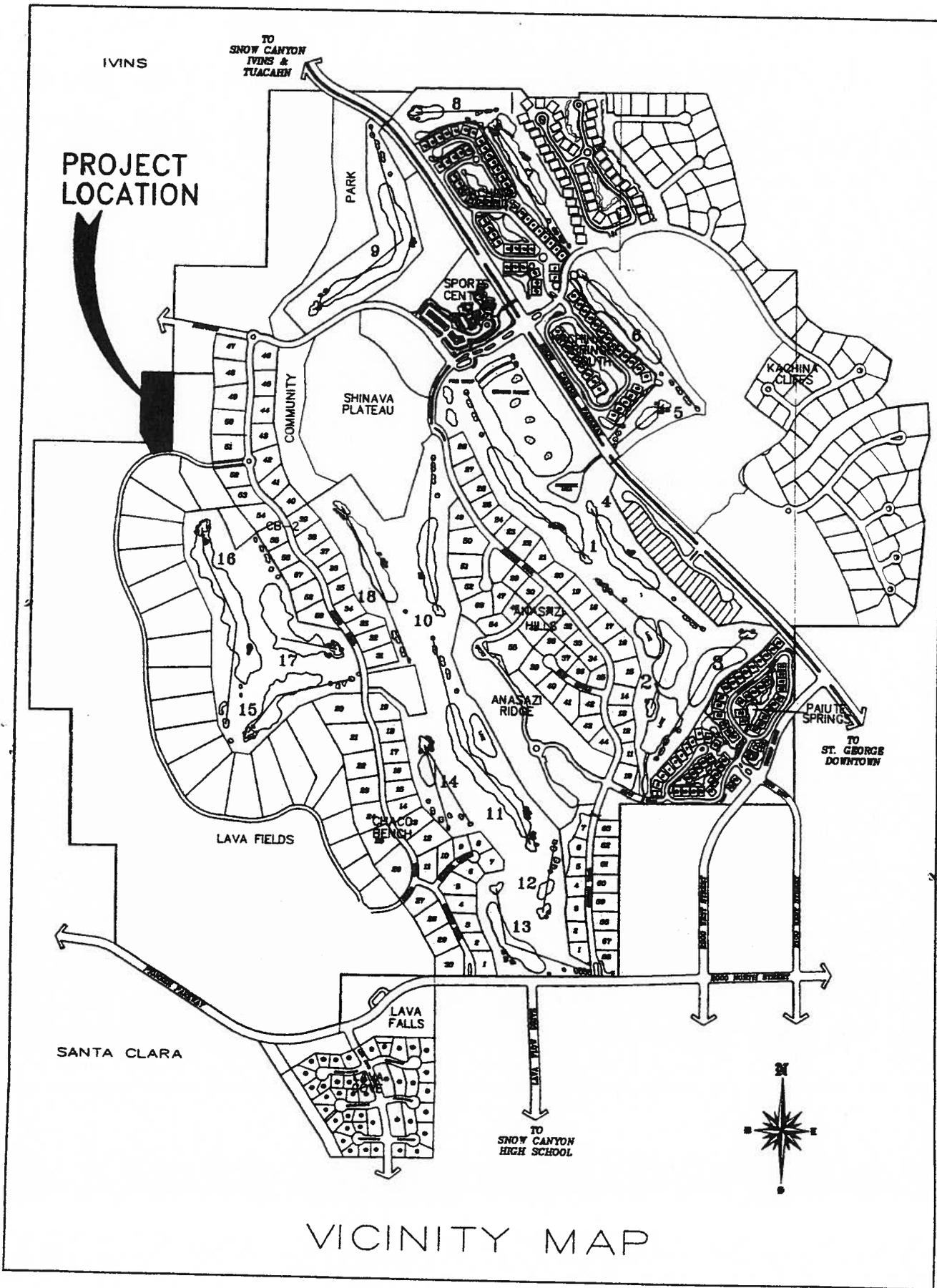
Representative: Mr. Brian Chadaz

Engineer: KUMA Engineering, Brett Henke

Comments:

1. The developer will be required to provide a turn-around and a fire hydrant on site.
2. Roadway frontage improvements have already been completed.

P.C.: The Planning Commission recommends approval.



VICINITY MAP

PCR ITEM 3C

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 05/14/2013
CITY COUNCIL MEETING: 05/16/2013

PRELIMINARY PLAT

Riverside Cliffs (former Palomar)

Case No. 2013-PP-021

Request: A request to approve a preliminary plat for a twenty-eight (28) lot subdivision

Location: The property is located south of Riverside Drive at approximately 1900 East.

Property: 9.64 acres

Number of Lots: 28

Density: 3.08 dwelling units per acre

Zoning: R-1-8

Adjacent zones: This plat is surrounded by the following zones:
North – PD-AP
South – R-1-10
East – R-1-10
West – R-1-10

General Plan: MDR (Medium Density Residential)

Applicant: Riverbend SG Estates, LLC.

Representatives: Mr. Dean Larsen, Mr. Rob Reid

Comments:

1. The developer is proposing islands in the roadways at both entrances to the subdivision. The developer also has an area that will be landscaped along the frontage of Riverside Drive. The developer is proposing to form an HOA to maintain these two islands and the landscaping along Little Valley Road.
2. A preliminary plat for the original overall subdivision was approved by City Council in April 2006 and the final plat for phase 1 was approved in November 2006. However, in 2008 the General Plan was amended to change the land use to medium density residential

and in 2009 a zone change was approved for PD-Residential. However, this zone change lapsed after 18 months when no further action was taken on the property and the zone reverted back to the original R-1-8. The developer is proposing an R-1-8 subdivision.

3. The access roadway on the west side of the project is proposed to be constructed on City property. The City and the original developer agreed to this if the developer would improve the entire roadway.
4. The original developer installed most of the underground utilities for this subdivision, graded the proposed roadways, and constructed a number of the rock walls shown on the preliminary plat.

P.C.: The Planning Commission recommends approval.

PCR ITEM 3D

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 05/14/2013
CITY COUNCIL MEETING: 05/16/2013

PRELIMINARY PLAT
Stone Cliff Phase 11
Case No. 2013-PP-020

- Request:** A request to approve a thirty-one (31) lot residential subdivision.
- Location:** The property is located in the Stone Cliff development at approximately 1600 South and 2550 East, which is in Section 5, Township 43 South and Range 15 West.
- Property:** 16.26 acres
- Number of Lots:** 31
- Density:** 1.91 dwelling units per acre
- Zoning:** PD-R (Planned Development Residential)
- Adjacent zones:** East – PD-R
West – PD-R
South – PD-R
North – R-1-10
- General Plan:** LDR (Low Density Residential)
- Applicant:** Traveller/Stone Cliff, LC
- Engineer:** L.R. Pope Engineering
- Comments:**
1. There is an existing utility easement on the subdivision to the north between lots 10 and 11 of Stone Cove Phase 1. The developer is proposing to extend sewer and storm drain between lots 1106 and 1107 of this subdivision and through the utility easement between lots 10 and 11 of Stone Cove. Currently there are two existing homes on lots 10 and 11. Extending the utilities through this easement would require improvements on these two lots to be disrupted.

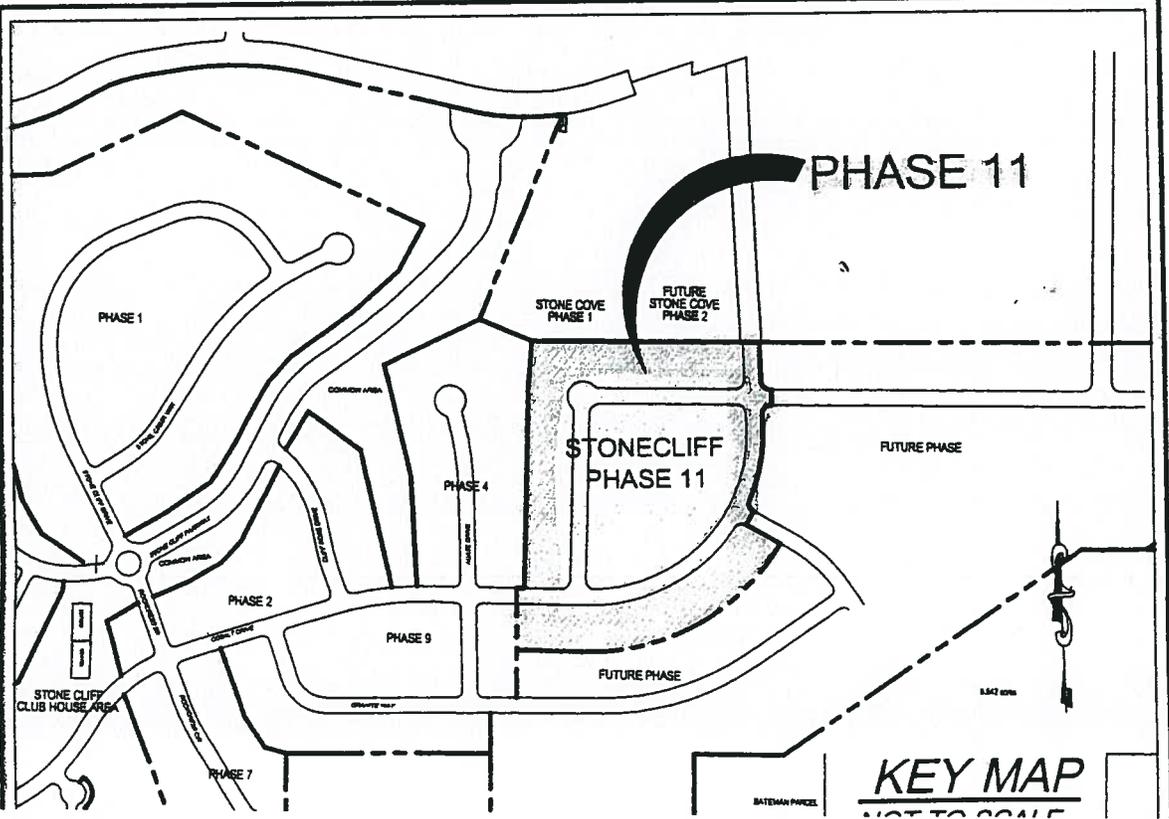
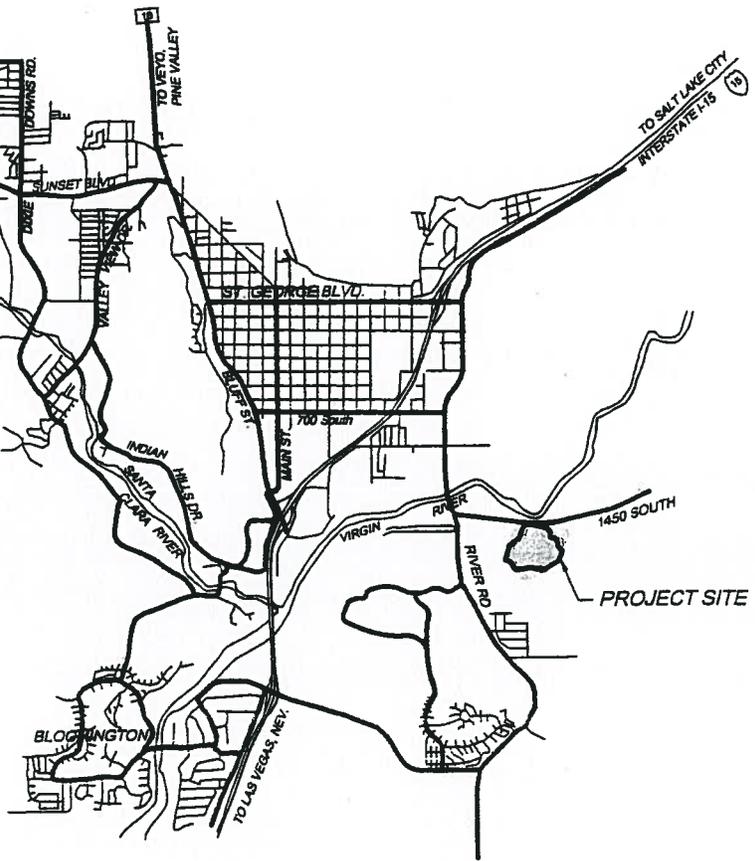
2. The Developer is proposing to not complete roadway improvements along the current "construction access" to provide a second access to the development. The Developer is proposing that a second access for the Stone Cliff Development be provided further to the east in the future. The Developer owns the property directly east of this subdivision but does not own the property to the north along 1450 South.
3. As with other phases of Stone Cliff, the Developer is proposing to eliminate sidewalk in this phase. The Developer is proposing to provide a wider pavement section to allow pedestrians to walk along the roadway.
4. The Developer is proposing rock walls along each lot to account for the change in elevation between the lots and the proposed private roadways.

P.C.: The Planning Commission recommends approval.

SANTA CLARA



VICINITY MAP
ST. GEORGE, UTAH
NOT TO SCALE



STONE CLIFF PHASE 11 (31 LOTS)
PRELIMINARY PLAT
GRADING AND DRAINAGE PLAN

SECTION 3 & 4, TOWNSHIP 43 SOUTH, RANGE 11 WEST, 12 EAST
 SHEET
C0.20

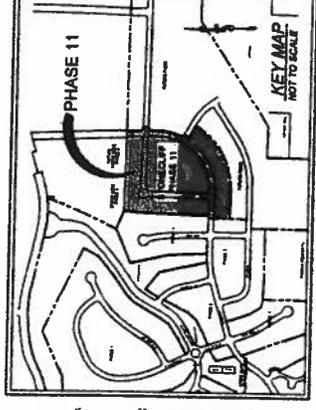
L. R. POPE ENGINEERING INC.
 1000 S. 1000 E. SUITE 100
 SALT LAKE CITY, UT 84143
 (801) 487-1111



NO.	DATE	BY	APPROV.	REVISION DESCRIPTION

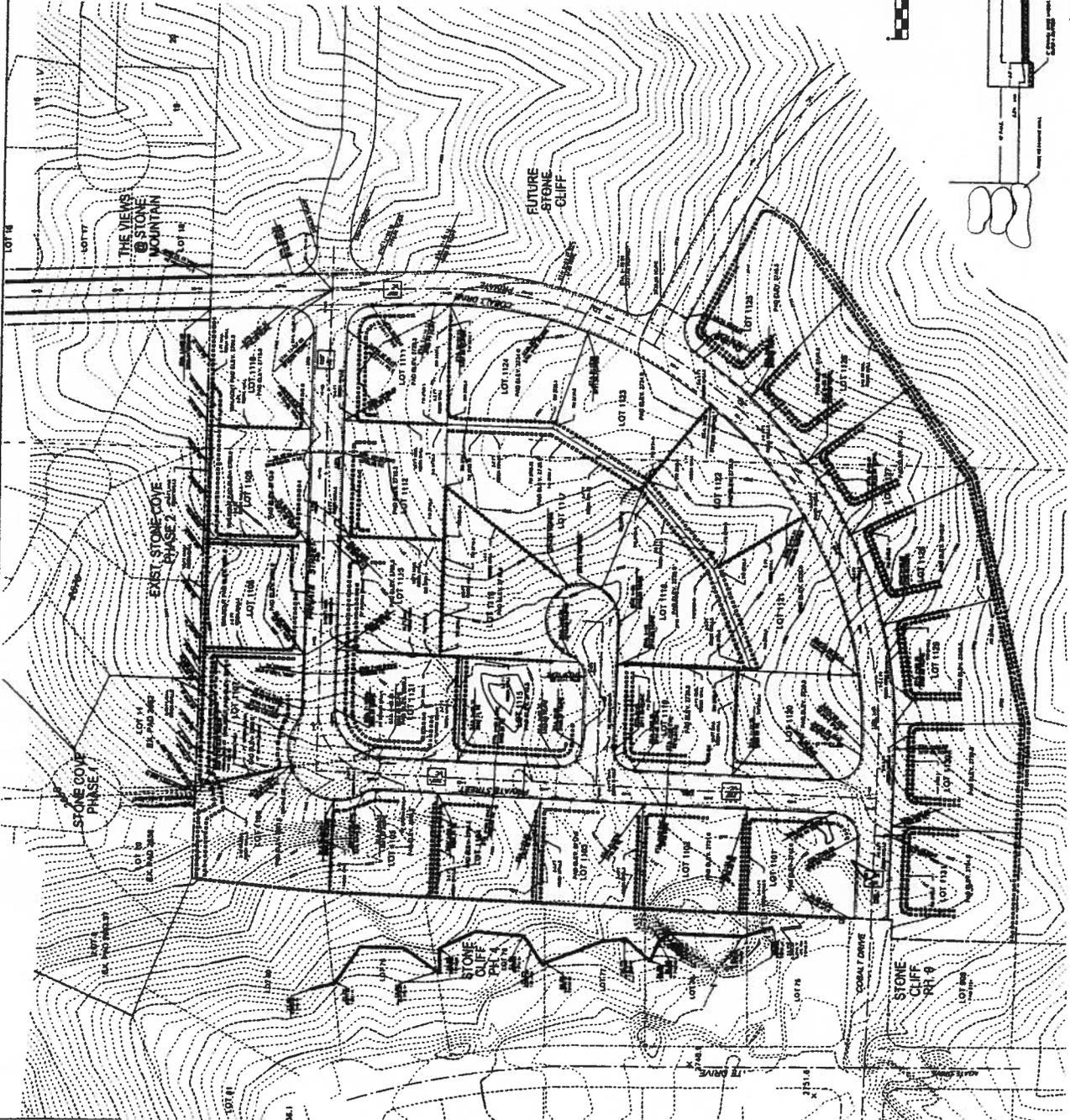
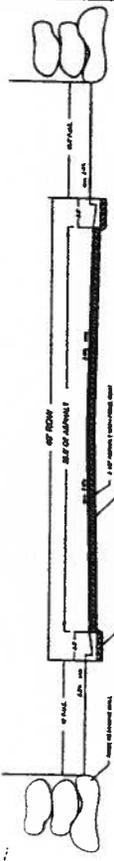
OWNER/DEVELOPER
STONECLIFF DEVELOPMENT
 MAY TRAVELLER 811 W. 1800 S. 1001
 GEORGE, UT. (435) 875-1523

CONTACT INFO.
 1000 S. 1000 E. SUITE 100
 SALT LAKE CITY, UT 84143
 (801) 487-1111



LEGEND

	PAVEMENT/SURFACES
	STORM SEWER
	SLOPES & CONTOURS
	DRAINAGE
	ROCK WALLS



40' R/W TYPICAL PRIVATE STREET SECTION

SEE TO BACK

NO.	DATE	BY	REVISION OR DESCRIPTION



L. R. POPE ENGINEERING INC.
 1000 W. BROAD ST. SUITE 100
 RICHMOND, VA 23220
 (804) 781-1111
 FAX (804) 781-1112

STONE CLIFF PHASE 11 (31 LOTS)
PRELIMINARY PLAN
SEWER AND WATER PLAN
 SECTION 3 & 4, TOWNSHIP 43 SOUTH, RANGE 15 WEST, STATE

DRAWN BY: PJP
 DATE: 3/2013
 SCALE: 1" = 40'
 SHEET: C0.30



PROVISIONS

1. THE SEWER AND WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA SANITATION CODE AND THE VIRGINIA PLUMBING CODE.
2. THE SEWER LINES SHALL BE 12" DIA. VITRIFIED CLAY PIPE WITH 2" DIA. RIBS, AND THE WATER LINES SHALL BE 12" DIA. HDPE PIPE.
3. ALL SEWER LINES SHALL BE INSTALLED WITH A MINIMUM SLOPE OF 1/8" PER FOOT.
4. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM SLOPE OF 1/8" PER FOOT.
5. ALL SEWER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.
6. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.
7. ALL SEWER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.
8. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.
9. ALL SEWER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.
10. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.

OWNER/DEVELOPER
STONECLIFF DEVELOPMENT
 MAY TRAVELLER DR. W. 1800 S. 8001
 GEORGETOWN, VA 22149-4523

CONTACT INFO.
 L. R. POPE ENGINEERING INC.
 1000 W. BROAD ST. SUITE 100
 RICHMOND, VA 23220
 (804) 781-1111

NOTICE

NOTICE IS HEREBY GIVEN THAT THE SEWER AND WATER LINES SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. THE SEWER AND WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA SANITATION CODE AND THE VIRGINIA PLUMBING CODE.

SEWER NOTES

1. THE SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA SANITATION CODE AND THE VIRGINIA PLUMBING CODE.
2. THE SEWER LINES SHALL BE 12" DIA. VITRIFIED CLAY PIPE WITH 2" DIA. RIBS.
3. ALL SEWER LINES SHALL BE INSTALLED WITH A MINIMUM SLOPE OF 1/8" PER FOOT.
4. ALL SEWER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.

WATER NOTES

1. THE WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA SANITATION CODE AND THE VIRGINIA PLUMBING CODE.
2. THE WATER LINES SHALL BE 12" DIA. HDPE PIPE.
3. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM SLOPE OF 1/8" PER FOOT.
4. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.

DISCLAIMER

Call before you DIG
 1-800-662-4111

GAS NOTES (QUESTIONS)

1. THE GAS LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA SANITATION CODE AND THE VIRGINIA PLUMBING CODE.

2. THE GAS LINES SHALL BE 12" DIA. BLACK IRON PIPE WITH 1/2" DIA. RIBS.

3. ALL GAS LINES SHALL BE INSTALLED WITH A MINIMUM SLOPE OF 1/8" PER FOOT.

4. ALL GAS LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.

NOTICE

NOTICE IS HEREBY GIVEN THAT THE SEWER AND WATER LINES SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. THE SEWER AND WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA SANITATION CODE AND THE VIRGINIA PLUMBING CODE.

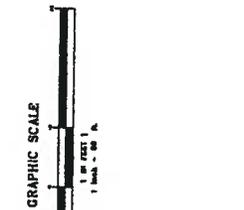
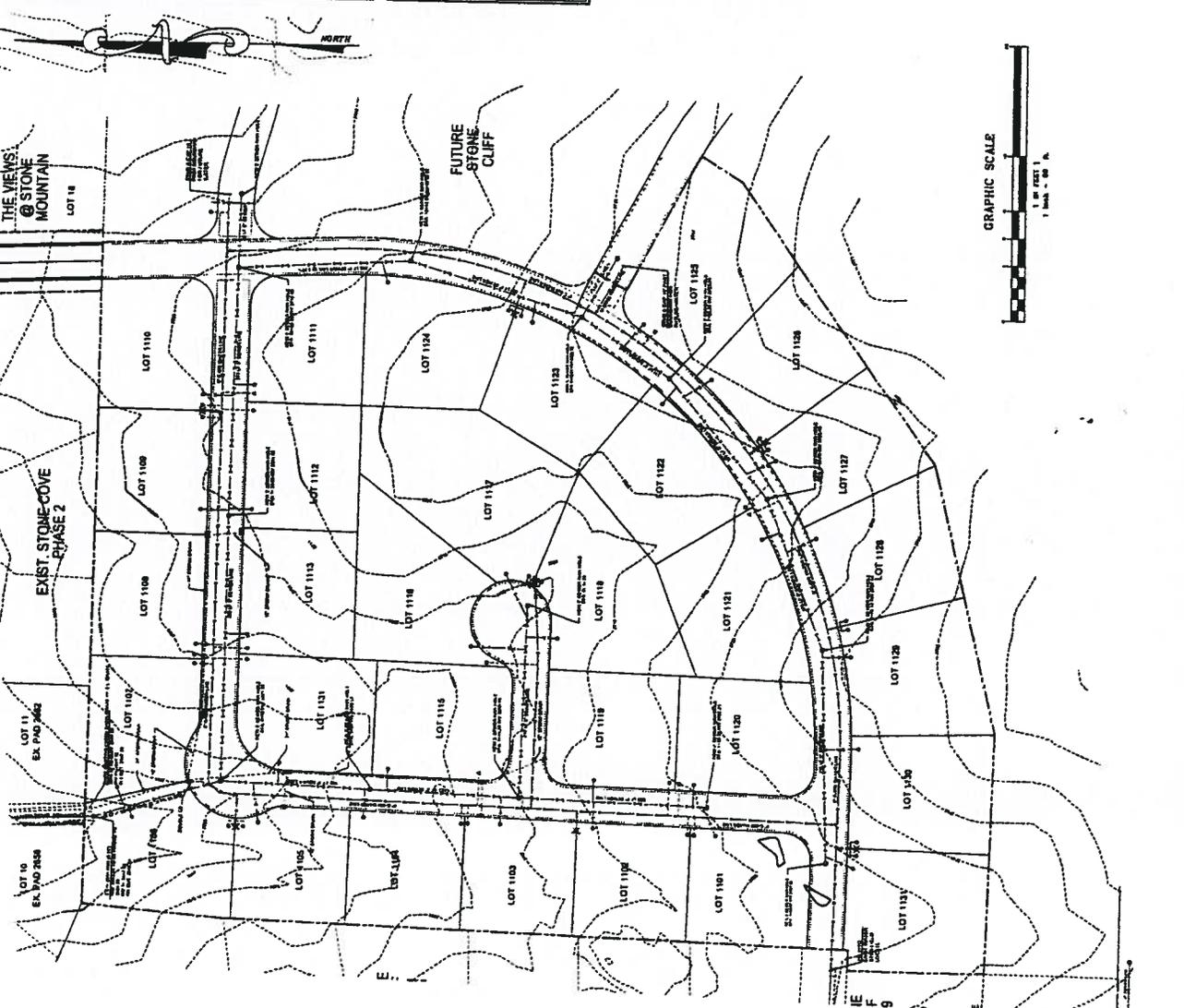
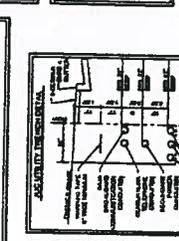
TELEPHONE NOTES (CENTURION)

1. THE TELEPHONE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE VIRGINIA SANITATION CODE AND THE VIRGINIA PLUMBING CODE.

2. THE TELEPHONE LINES SHALL BE 12" DIA. BLACK IRON PIPE WITH 1/2" DIA. RIBS.

3. ALL TELEPHONE LINES SHALL BE INSTALLED WITH A MINIMUM SLOPE OF 1/8" PER FOOT.

4. ALL TELEPHONE LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" AT ALL POINTS.



PCR ITEM 4

BDCSP - Assisted Living

PLANNING COMMISSION AGENDA REPORT: 05/14/2013
CITY COUNCIL MEETING: 05/16/2013

'The Retreat at Sunbrook' Assisted Living
2013-BDCSP-004

Request: To construct a mid-size assisted living and memory care community.

Project Name: "The Retreat at Sunbrook"

General Plan: LDR (Low Density Residential)

Zone: C3 (General Commercial)

Ordinance: Regarding a BDCSP (Building Design Conceptual Site Plan) application; Title 10 "Zoning Ordinance," Chapter 10 "Commercial Zones" Section 10-10-5.I, for buildings with a ground floor (footprint) of 20,000 square feet or more shall be subject to design review. Thus this project requires the submittal of a colored site development plan, a written text, colored elevations, a colored rendering, and a color and materials sample board.

Reference/Platting: Note that a preliminary plat will later also be processed for this site. This will be Lot 2 of that plat.

Permitted Use: A nursing home is a permitted use in the C3 zone (per 10-10-2).

Owner: Mr. Jeffrey Chapman
1127 West Sunset Blvd
St George, Utah 84770

Developer: Sun Belt Properties (Mr. David Gardner)
4480 S Arrowhead Canyon Drive
St George, Utah 84790

Applicant: Mr. David Gardner

- Engineer:** Rosenberg and Associates
352 East Riverside Drive, Suite A-2
St George, Utah 84790
- Geotech. Engineer:** Landmark Testing & Engineering
- Architect:** JZW Architects
- APN:** SG-6-2-23-34001
- Area(s):** Lot 2 = 2.35 acres (102,525 sq. ft.) – assisted living facility
Lot 1 (future commercial building site - possible physician office space) = 0.72 acres (31,236 sq. ft.)
- Location:** Located on Dixie Drive (at approximately 360 North Dixie Drive).
- Project Description:** The project will consist of developing the site and constructing one two-story, wood framed building with an elevator.
- It will provide a total of fifty (50) assisted living apartments and fourteen (14) secure memory care suites for a total of sixty-four (64) units. Memory care suites shall be located in a lower wing of the facility and shall be secured with keypad access. The memory care wing shall also feature its own secured outdoor area.
- Building Features:** The project will include fenced patios & decks (except memory care), a library, computer center, salon & spa, soup & salad bar, centralized laundry room, theater room (which can expand to accommodate church services), fitness/therapy center, common dining room, private dining room, billiard & gathering area, and warming kitchen.
- Site Features:** Views, carports, garden plots (raised), landscaping, walking paths, water features, gazebo, BBQ area, courtyard, bocce ball court, putting green, fire pit area.
- Access:** Access will be from Dixie Drive.
- Required Setbacks:** Section 10-10-4 “Area, Setback, and Height Requirements”
Front & Street Side – 20 ft.
Side – 10 ft
Rear – 10 ft.

Reduced Setback: A reduced setback may be requested for the side and rear where the Planning Commission determines such setback is unnecessary.

The Planning Commission did approve a reduced setback for the north side of the site for a decorative trellis.

Setback & Height: When abutting a residential zone there shall be a minimum setback of ten feet (10') with an additional setback for buildings or structures over fifteen feet (15') in height based on a one to one (1:1) ratio whereas, for each additional foot in height requires an additional setback foot from the property line.

Proposed Setbacks: Front (East – facing Dixie Drive) – Varies 180 ft to 320 ft.
Side (South - Building) – Varies 23 ft. to 28 ft.
Side (North - Building) – 17.17 ft.
Side (North - Trellis) – 8.46 ft. (Reduced Setback required)
Rear (West) – Varies 10.22 ft. to 50 ft.

Note: The building height is set back at the required setback for its height, however on the south building side (by residential) a 'trellis' could also be set at 10 feet or less (if not over 15 feet high). On the north the applicant may wish to install a trellis within the 10 ft. setback (the reduced setback will address this matter).

Building: The total building will be 57,954 sq. ft.

Main Floor = 30,869 sq. ft.
Upper Level = 27,085 sq. ft.

Design: The applicant has provided a colored rendering, colored elevations, and material sample boards; the building will have earth tones exterior building walls will have synthetic stucco, cultured stone accents, and varied architectural design with pop outs for architectural relief and interest.

Units: A total / average of sixty-four (64) units. The unit mix will include a balance of studio, one (1) bedroom, and two (2) bedroom suites.

14 = Memory Care Suites	= 325 - 450 sq. ft.
6 = Jumbo Studio	= 530 sq. ft.
18 = Studio	= 500 sq. ft.
12 = 1 x 1	= 620 sq. ft.
8 = 1 x 1.5	= 775 sq. ft.
6 = 2 x 1.5	= 880 sq. ft.

Seventy-four beds (74) will be provided

Height:

The building height is approximately twenty seven feet seven inches (27'-7") to the midpoint of the roof (where the height is measured). (Note: at 10' a maximum of 15' height is allowed, but at a 1:1 increase per code; 28'-15' = 13' = 23

Materials:

A materials sample board has been provided and will be displayed at the Planning Commission meeting

Parking:

Required

Per city ordinance one space per each three beds (1:3) = 64 units/3 = sixteen (21) stalls is required.

(Note: Due to some units having two beds for couples, a maximum of 74 residents is proposed with State approval within the 64 units. Thus, 74/3 = 25 parking spaces are required).

(Note: 53 spaces are shown on the site plan which meets and exceeds the minimum requirements)

Proposed Assisted Living/Memory Care

Twenty-five (25) total spaces are required and fifty-three (53) are proposed.

Proposed Future Commercial

Conceptually twelve (12) spaces are shown and the future building square footage is unknown at the time of this writing. The standard for an office is 1:250 and would be verified at time of submittal. The applicant may propose a shared parking agreement in the future.

Landscaping:

38,698 sq. ft. of landscaping is proposed. Compliance with Chapter 25 "Landscaping" of the Zoning Ordinance will be required. An average of twenty-five feet (25') of landscaping will be required on the street frontages; however a minimum width of six feet (6') may occur as long as required square footage is demonstrated in other areas.

Lighting:

The site shall be designed to be "dark sky" friendly and avoid any light pollution to neighbors. A photometric plan will be requested during the site plan review process.

Wall(s):

The applicant has provided cross sections to further illustrate the proposed walls and fencing on the site plan (see attached).

A six foot (6') privacy wall is required adjacent to residential properties (see site plan & cross sections provided).

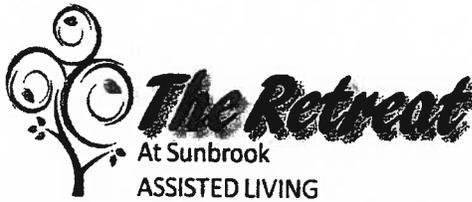
Narrative:

See the attached two page narrative provided by the applicant.

P.C.:

The Planning Commission recommends approval of the BDCSP as presented (and approved a Reduced Setback request for the north property line).

Note: The Planning Commission did not comment upon the subject of landscaping the wash area and differed that to be resolved by staff and the City Attorney's office.



Project Location:

The Retreat at Sunbrook Assisted Living is a proposed up-scale assisted living and memory care community located about 1/2 mile south of Lin's market on Dixie Drive. The approximate address is: 360 North Dixie Drive, St George UT 84770.

Project Description:

The Retreat at Sunbrook Assisted Living is a proposed upscale, mid-size, assisted living and memory care community. The Project will consist of one two-story, wood-framed building with elevator. It will be subdivided from a larger 6.23 acre parcel and will be built on approximately 2.35 acres of land. The land is currently zoned C-3.

The Project will include 50 assisted living apartments and 14 secure memory care suites for a total of 64 units. Memory care suites shall be located in a lower wing of the facility and shall be secured with keypad access. The memory care wing shall also feature its own secured outdoor area.

Building Features

- Tuscan/Mediterranean Architecture with Stucco & Stone Exteriors and concrete S-tile roof.
- Fenced Patios and decks (except memory care suites)
- Library
- Computer Center & Bistro Area
- Full service Salon & Spa
- Soup and Salad Bar
- Bath Tique with soaking tub.
- Granite Countertops
- Secure Memory Care Wing
- Centralized Laundry Rooms upstairs and down.
- Theatre Room (which is expandable to handle church services).
- Fitness/physical Therapy Facilities
- Common Dining Room
- Private Dining Room
- Billiard and Gathering area
- Warming Kitchen
- Snoezelen (multi-sensory room for memory care)

Apartment Features

- Granite countertops
- Walk-in-closets
- ADA accessible bathrooms with shower
- Kitchenette with fridge, sink, and microwave (except memory care suites)
- 10'-6" ceilings
- Two-tone paint scheme

- Stain-grade cabinetry
- Emergency call system
- Private Patios & Decks (except memory care apartments)
- Wi-Fi Internet Connection
- Stackable washer dryer hook-ups (in 1 bedroom and 2 bedroom apartments).

Site Features

- Panoramic Views
- Covered parking (carports)
- Raised gardening plots
- Lush landscaping (like no other facility in St George)
- Meandering Walking paths
- Waterfalls front and rear
- Gazebo & BBQ areas
- Courtyard with meditation gardens
- Bocce Ball Court
- Shuffle Board Court
- Putting Green
- Fire Pit Area

Services Offered

Base services:

- Three daily meals
- 24-hour on-site certified staff with 24-hour response system.
- Weekly housekeeping including trash removal, change of linens, and bed making
- Scheduled transportation to medical and personal appointments
- Daily social & recreational activities
- Cable TV, internet and all other utilities (except personal phone)
- Regular wellness checks by facility nursing staff

Additional services available upon request:

- Shower Assistance
- Dressing & Personal Hygiene Assistance
- Eating Assistance
- Medication Assistance
- Escort Assistance
- Incontinence Assistance
- Personal laundry
- Room Service

DATE	2/28/20
BY	2/28/20
REVISION	
DESCRIPTION	
DATE	
BY	
REVISION	
DESCRIPTION	

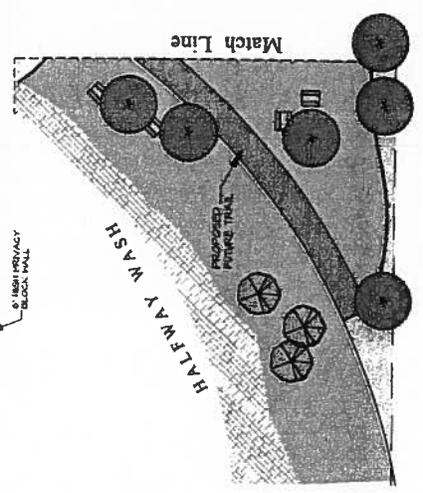
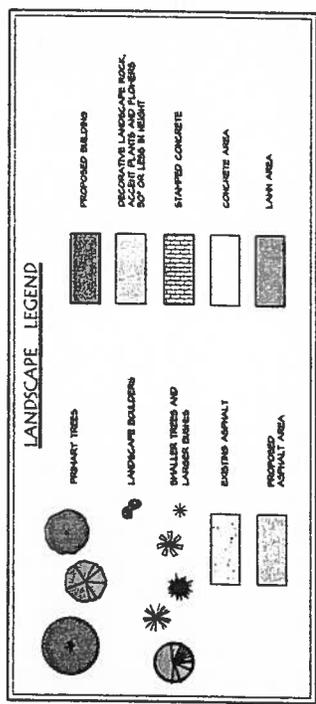
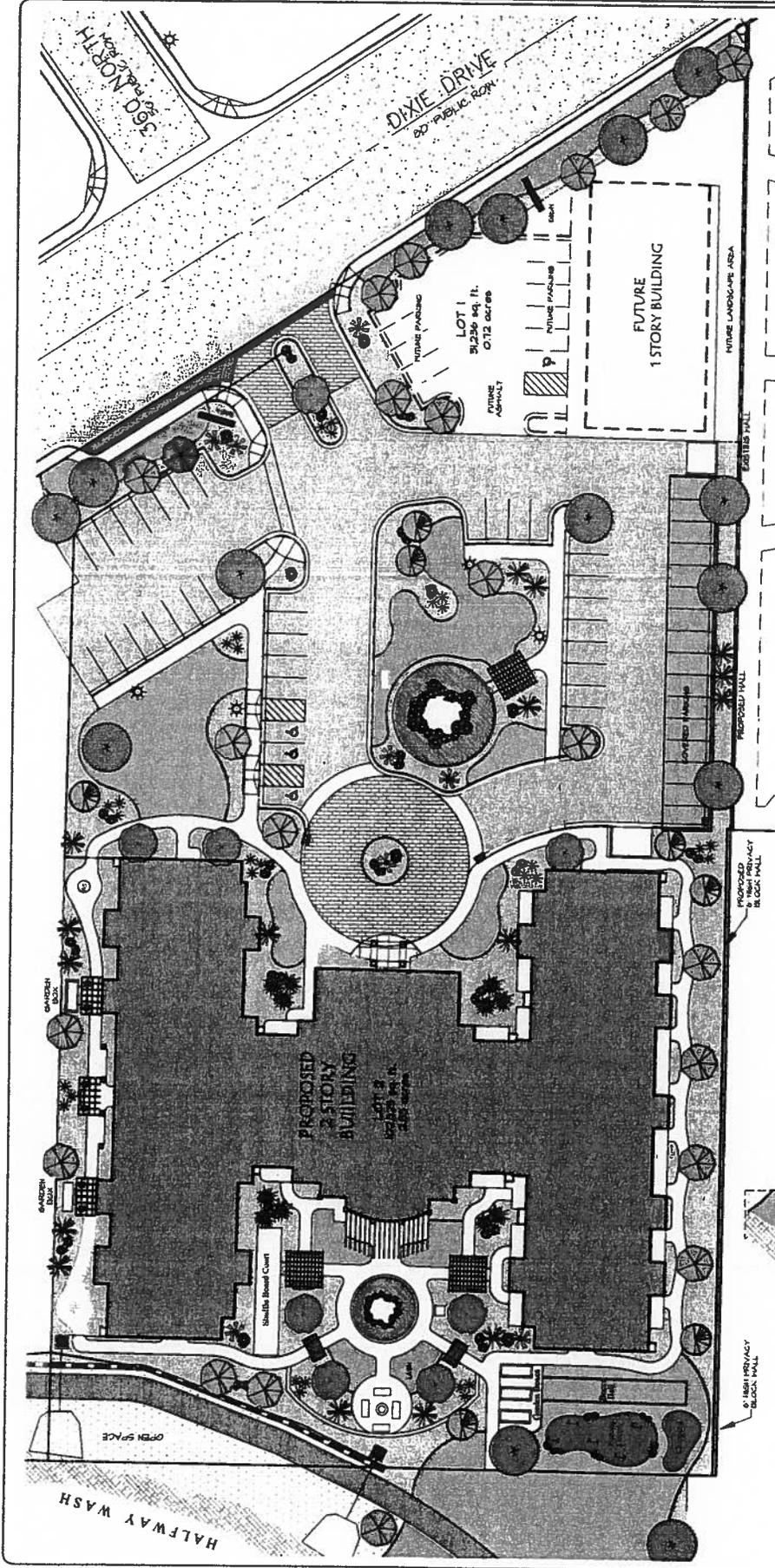
ROSENBERG ASSOCIATES
 CIVIL ENGINEERS - LAND SURVEYORS



2200 South 13th Street
 Suite 100
 Phoenix, AZ 85034
 Phone: (602) 998-8888
 Fax: (602) 998-8889
 Website: www.rosenbergaz.com

SITE PLAN
 FOR
THE RETREAT AT SUNROOK ASSISTED LIVING
 ST. GEORGE, LVNAH

SHEET
1
 OF
 THREE



PROJECT NUMBER
13022

ISSUE DATE:
APRIL 23, 2014

REVISIONS:
No. Date

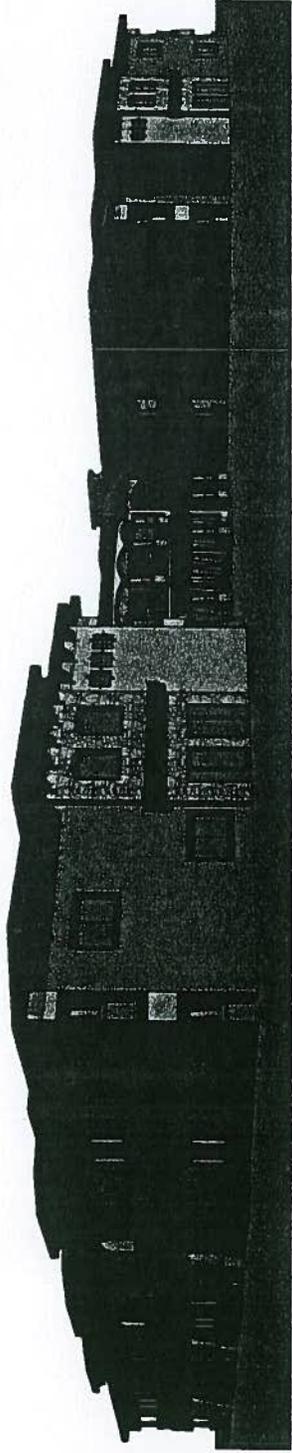
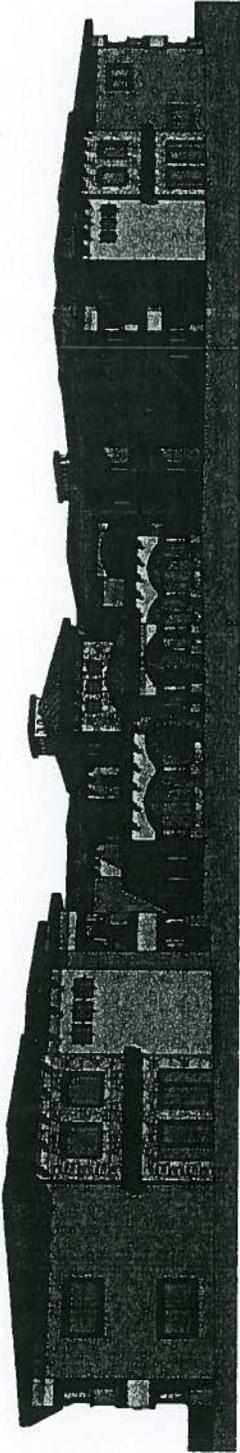
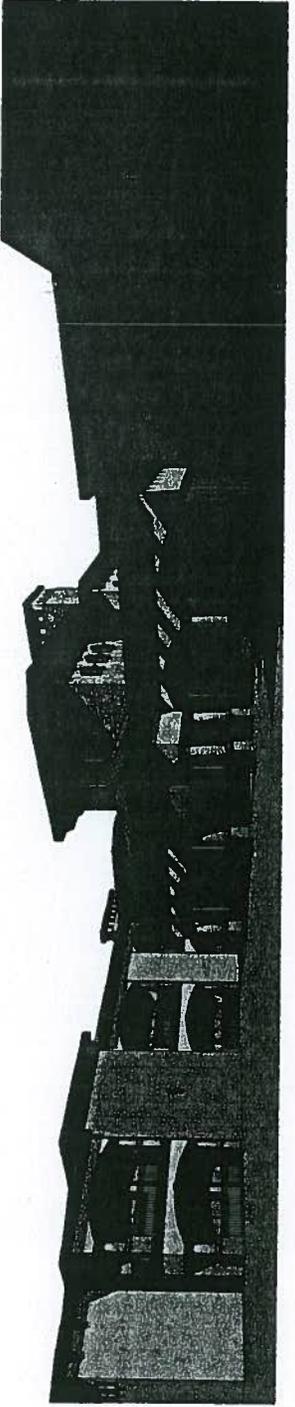
RETREAT AT SUNBROOK
ST. GEORGE, UTAH

PERSPECTIVE

A2.2



- EXTERIOR WALL - COLOR - SEE PLAN LAYERS
- EXTERIOR WOOD - FINISH - COLOR - SEE PLAN LAYERS
- EXTERIOR BRICK - FINISH - COLOR - SEE PLAN LAYERS
- EXTERIOR STONE - FINISH - COLOR - SEE PLAN LAYERS
- ROOF - FINISH



PROJECT NUMBER
13022

ISSUE DATE:
APRIL 28, 2011

REVISIONS:
No. Date

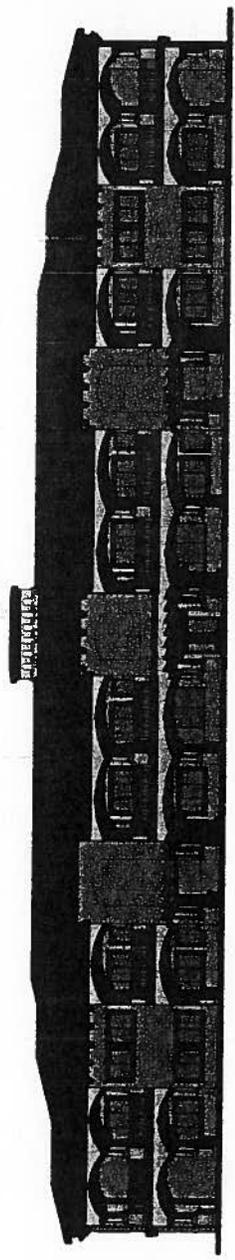
RETREAT AT SUNBROOK
ST. GEORGE, UTAH

ELEVATIONS

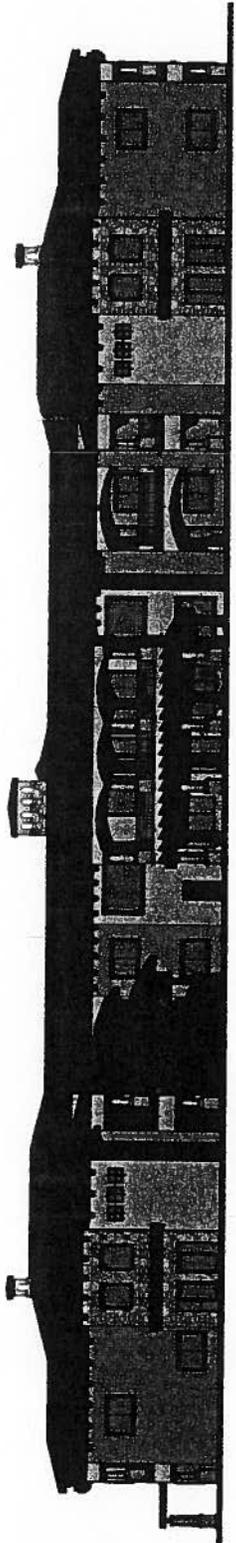
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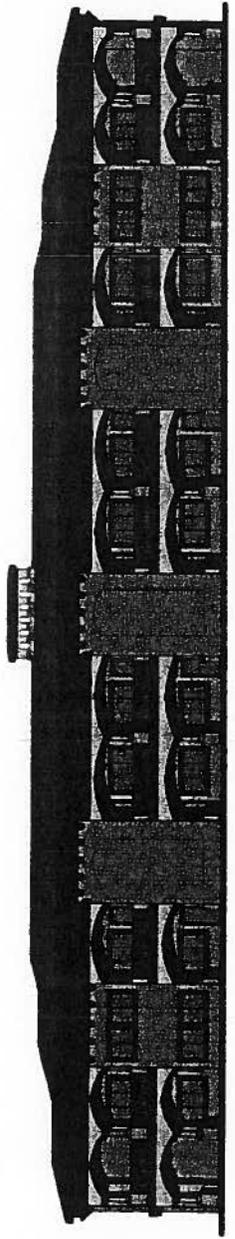
- EXTERIOR TRIM - COLOR - SW 6041 OFFICE
- EXTERIOR SIDING - SHINGLES - COLOR - SW 6025 GRAYT PAVANE
- EXTERIOR SIDING - STUCCO - COLOR - SW 7008 TORQUATO PINE WAT
- STONE FINISH - CORNWALL - FRENCH COUNTRY PELLA - WYLAND / PIEDRA LIL
- ROOF SLLS



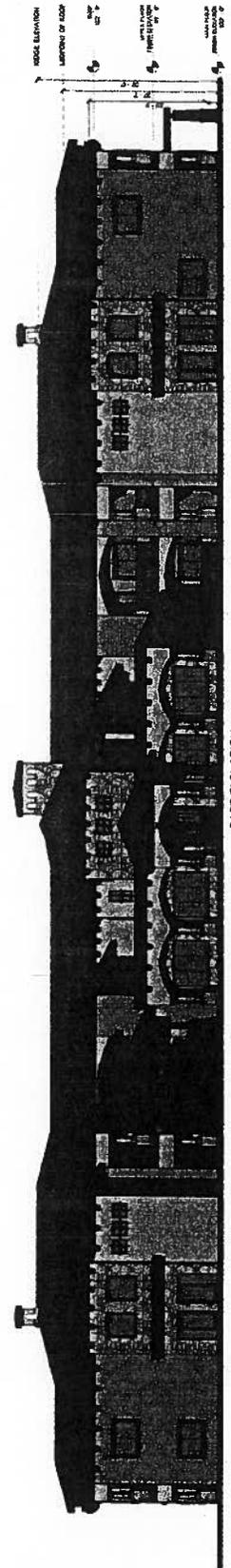
NORTH ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



EAST ELEVATION
1/8" = 1'-0"

PROJECT NUMBER
13022

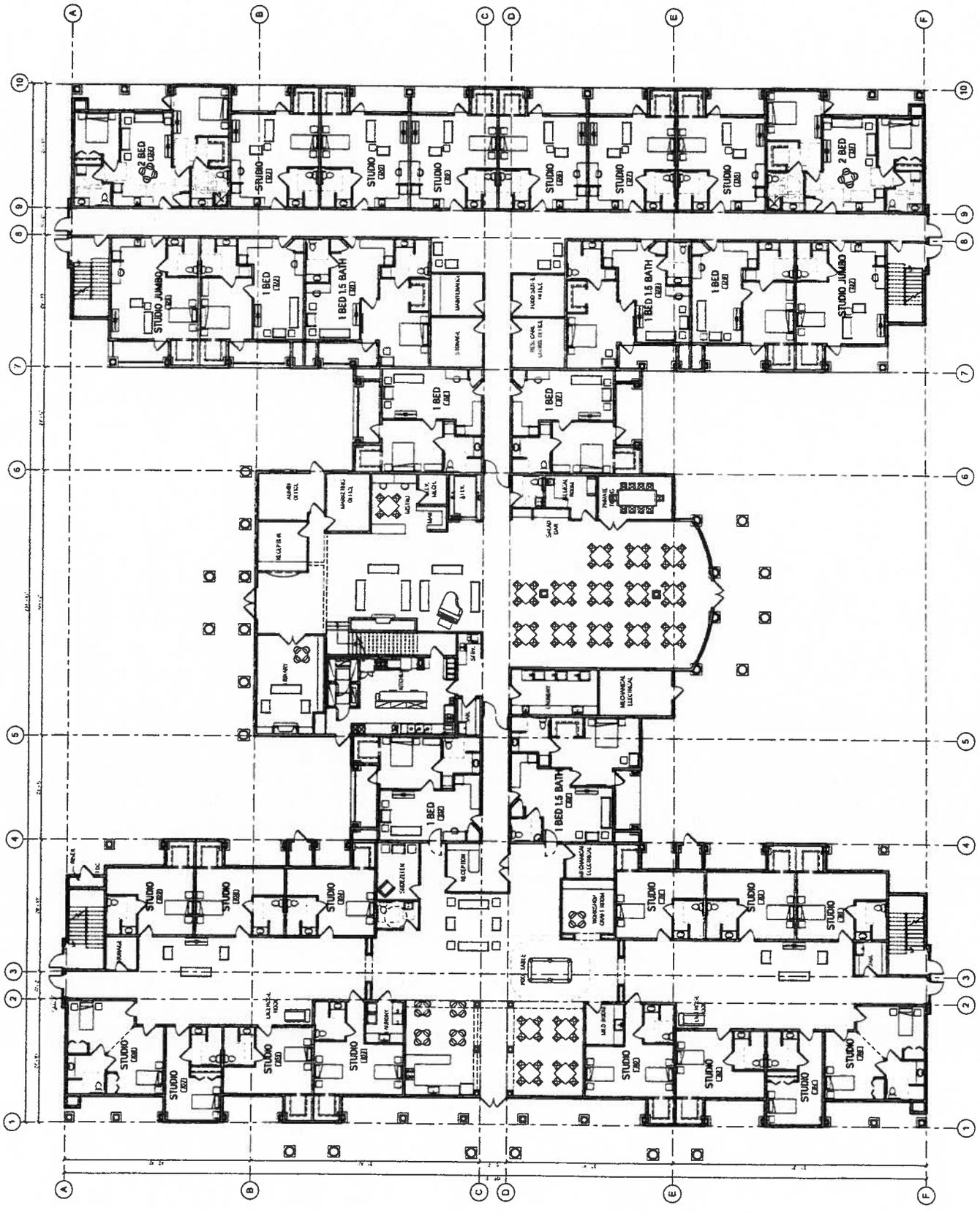
ISSUE DATE:
April 14, 2011

REVISIONS:
None

ST. GEORGE, UTAH
RETREAT AT SUNBROOK

MAIN FLOOR PLAN

A1.2



MAIN FLOOR PLAN
1/8" = 1'-0"

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PROJECT NUMBER
13022

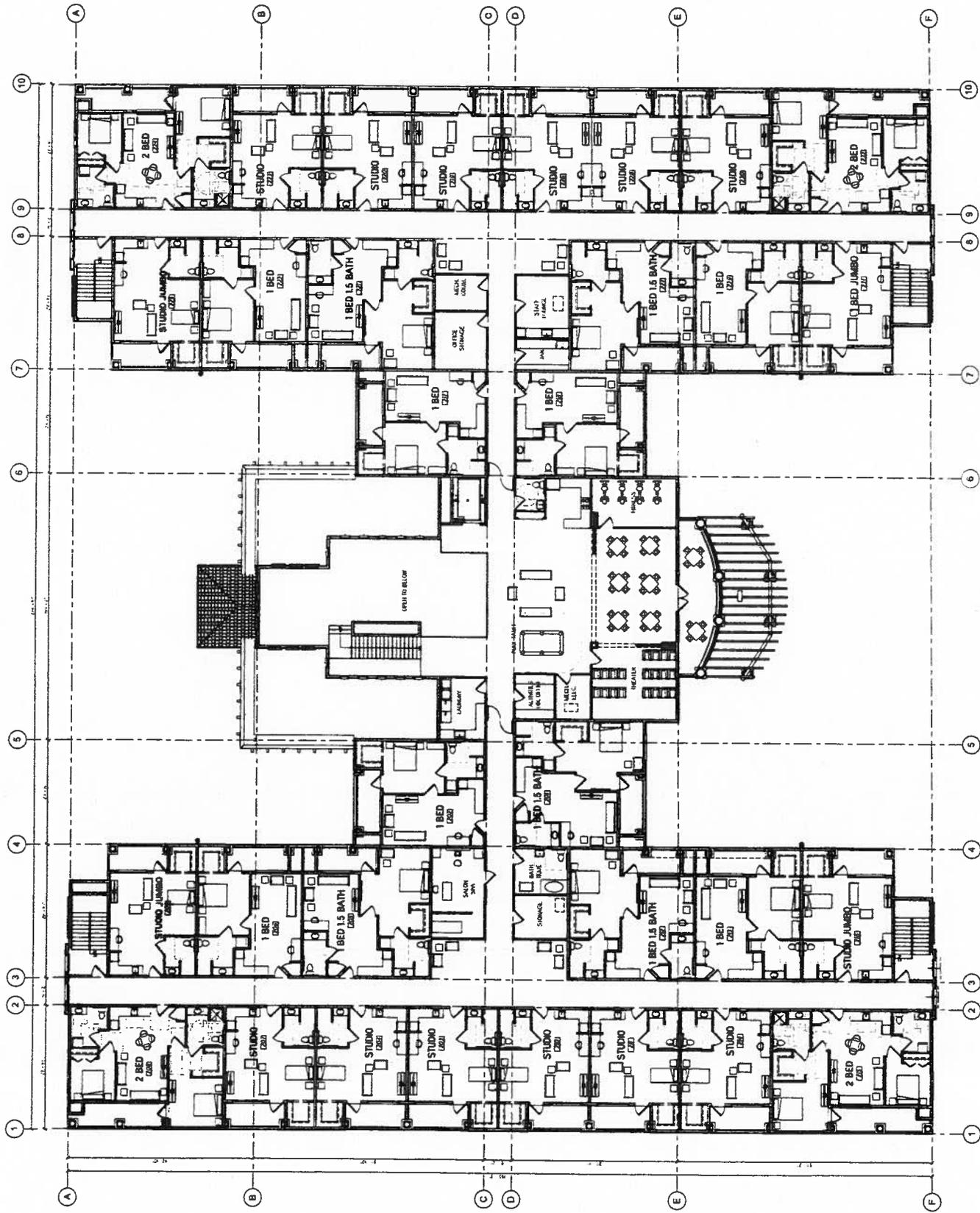
ISSUE DATE:
APRIL 24, 2013

REVISIONS:
None

ST. GEORGE, UTAH
RETREAT AT SUNBROOK

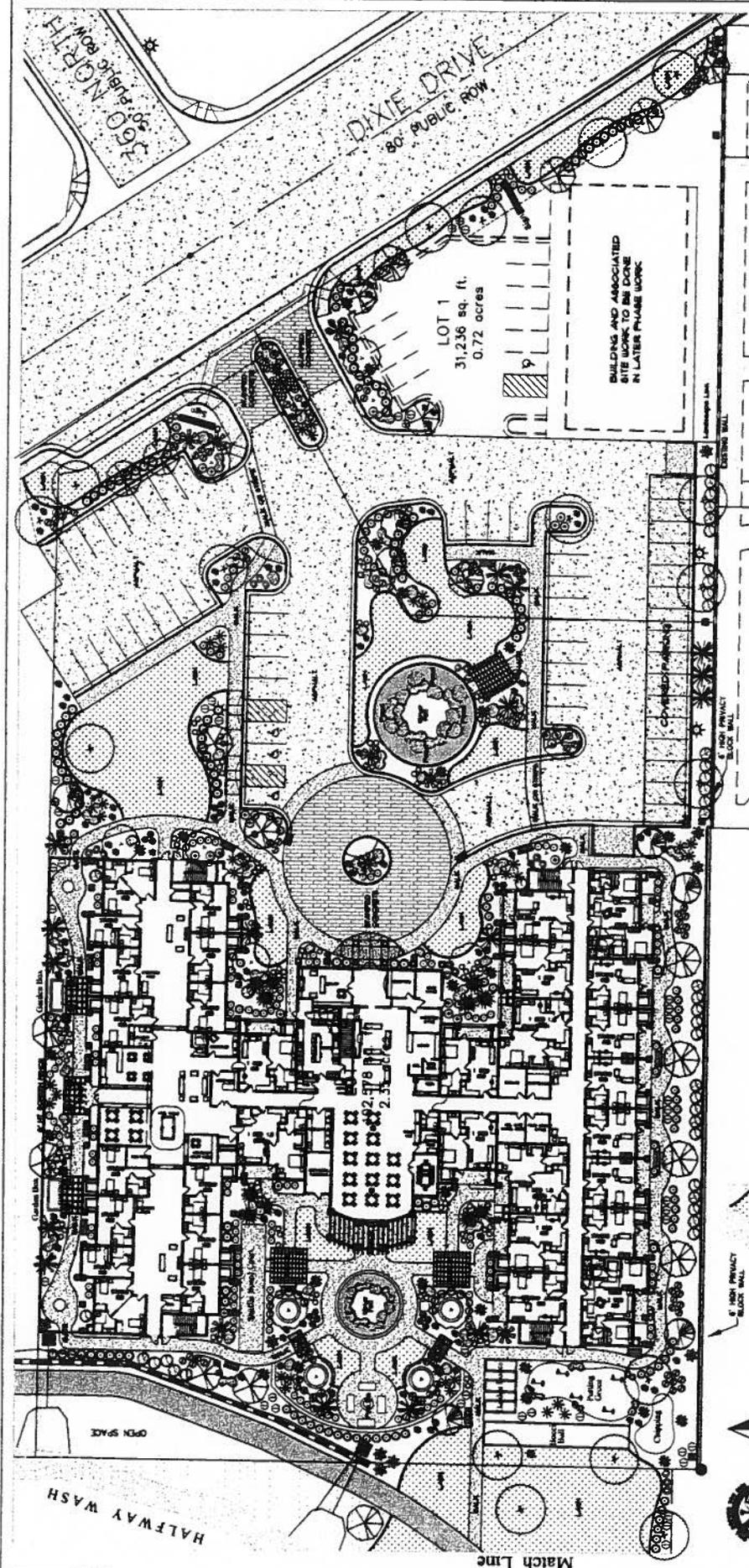
UPPER FLOOR PLAN

A1.3



UPPER FLOOR PLAN
10'-0" = 1" = 120'

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Suggested Plant List (TREES)

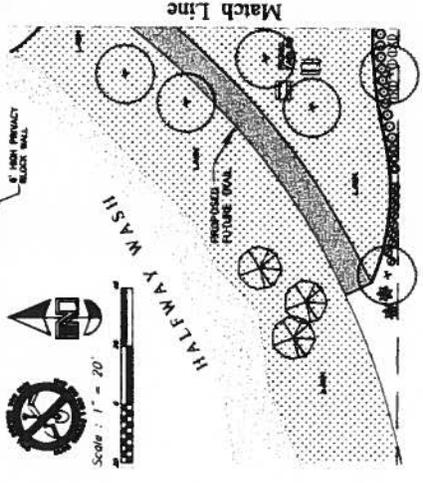
Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
0		<i>Chamaecyparis thuifolia</i>	Northwestern Yew Tree	4' Height 24" Box	Specimen Hanging
24		<i>Crataegus binnata</i>	Desert Willow	8'-10' Height 24" Box	Full Heads Multi-Trunk
33		<i>Cupressus sempervirens</i>	Italian Cypress	8'-10' Height 24" Box	Specimen Hanging
23		<i>Prunus angustifolia 'Regina'</i>	Regina Peach	10'-12' Height 24" Box	100% Pink Cell Hanging
9		<i>Qlex europaea 'Winston'</i>	Winston European Olive	8' Height 24" Box	Full Heads Multi-Trunk
16		<i>Prunus caroliniana</i>	Caroline Cherry Laurel	8'-8' Height 24" Box	Full Heads Hanging
1		<i>Trachycarpus fortunei</i>	Shamrock Palm	12' Height 24" Box	Specimen Hanging
1		<i>Viburnum angustifolium</i>	Cherry Tree	8' Height 24" Box	Full Heads Multi-Trunk

Suggested Plant List (SHRUBS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
13		<i>Buxa sempervirens 'Green Velvet'</i>	Green Velvet Boxwood	8' - 12"	
23		<i>Burgundy Japanese 'Green Spire'</i>	Green Spire Bough	30" - 36"	
64		Heptaceras privet	Red Yucca	8' - 12"	
22		<i>Nandina domestica</i>	Heavenly Bamboo	24" - 30"	
33		<i>Nerium oleander 'Cherry Reef'</i>	Cherry Reef Oleander	8' - 12"	
48		<i>Proelia 'Tricolor'</i>	Red Tip Philodendron	24" - 30"	
88		<i>Rosemaria officinalis 'Prostrata'</i>	Prostrate Rosemary	8' - 12"	
1		<i>Rosemaria officinalis 'Tuscan Blue'</i>	Tuscan Blue Rosemary	8' - 12"	
30		<i>Yucca aloecoides</i>	Beardleaf Yucca	42" - 48"	

Suggested Plant List (GRASSES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
0		<i>Cortaderia selkirkii 'Pavilion'</i>	Cherry Hops Grass	24" - 30"	
48		<i>Panicum intermedium 'Brazilian'</i>	Midland Grass	24" - 30"	
88		<i>Heteropogon capillaris</i>	Pink Fluff	8' - 10'	
31		<i>Hemistachya lutescens</i>	Mountain Feather Grass	8' - 10'	
21		<i>Pennisetum setaceum 'Nana'</i>	Red Fountain Grass	24" - 30"	



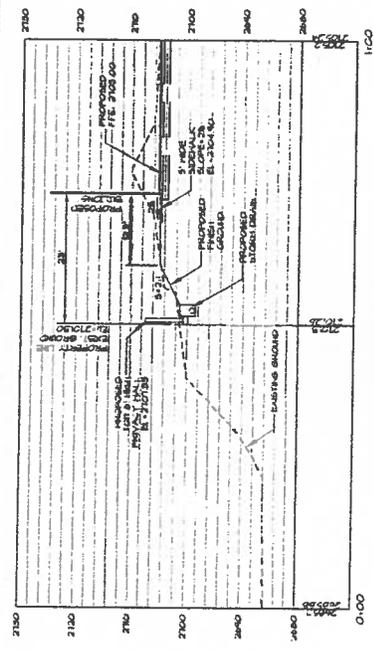
DATE	4-18
BY	255-5-17
CHECKED	17
SCALE	AS SHOWN
PROJECT	
NO.	202-4
REV.	

ROSENBERG ASSOCIATES
 CIVIL ENGINEERS • LAND SURVEYORS

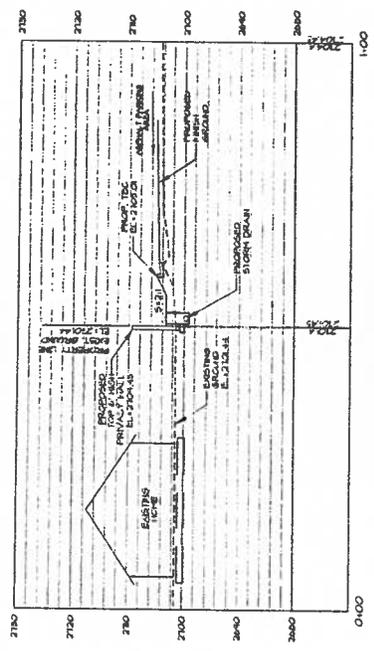


FOR
THE RETREAT AT SUNROOK ASSISTED LIVING
 ST. GEORGE, UTAH

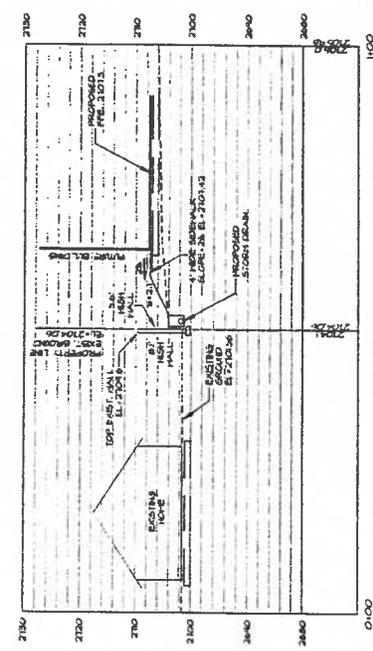
SHEET
2
 OF
3
 SHEETS



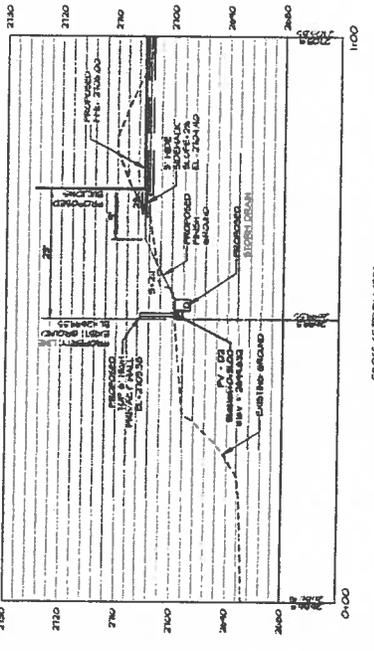
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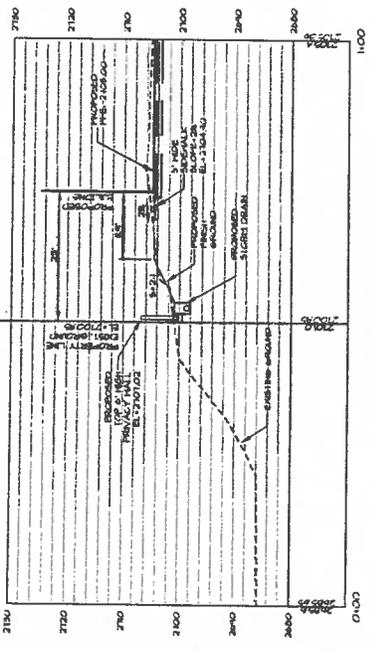
CROSS-SECTION "E2"



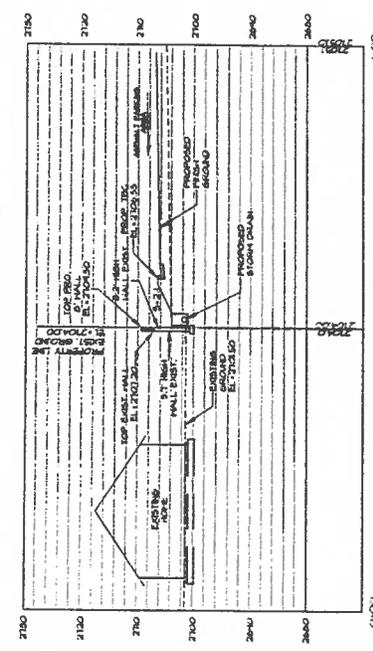
CROSS-SECTION "E3"



CROSS-SECTION "D1"



CROSS-SECTION "D2"



CROSS-SECTION "D3"



CROSS SECTIONS

PCR ITEM 5 CUP / Garage Height

PLANNING COMMISSION AGENDA REPORT: **05/14/2013**
CITY COUNCIL AGENDA REPORT: **05/16/2013**

CONDITIONAL USE PERMIT
Case No. 2013-CUP-007

Request: To construct a detached residential 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: The subject residence is at 1538 West 3780 South.

Applicant: Darin & Mindy Snow
1538 W. 3780 S.
St. George, Utah 84790

Zoning: R-1-10 (Single-Family Residential – 10,000 s.f. minimum lot size)

Ordinance: The Title 10, Chapter 7B “Modifying Regulations,” Section 10-7B-6(B)(7) reads: “*Detached Garages and accessory building shall be limited to an overall height of fifteen feet (15') for pitched roofs...unless a Conditional Use Permit is granted for a greater height*”. This structure will be ± **seventeen feet (17')** in height, thus necessitating the purpose of this conditional use permit request.

Adj. Land: Single-Family residences

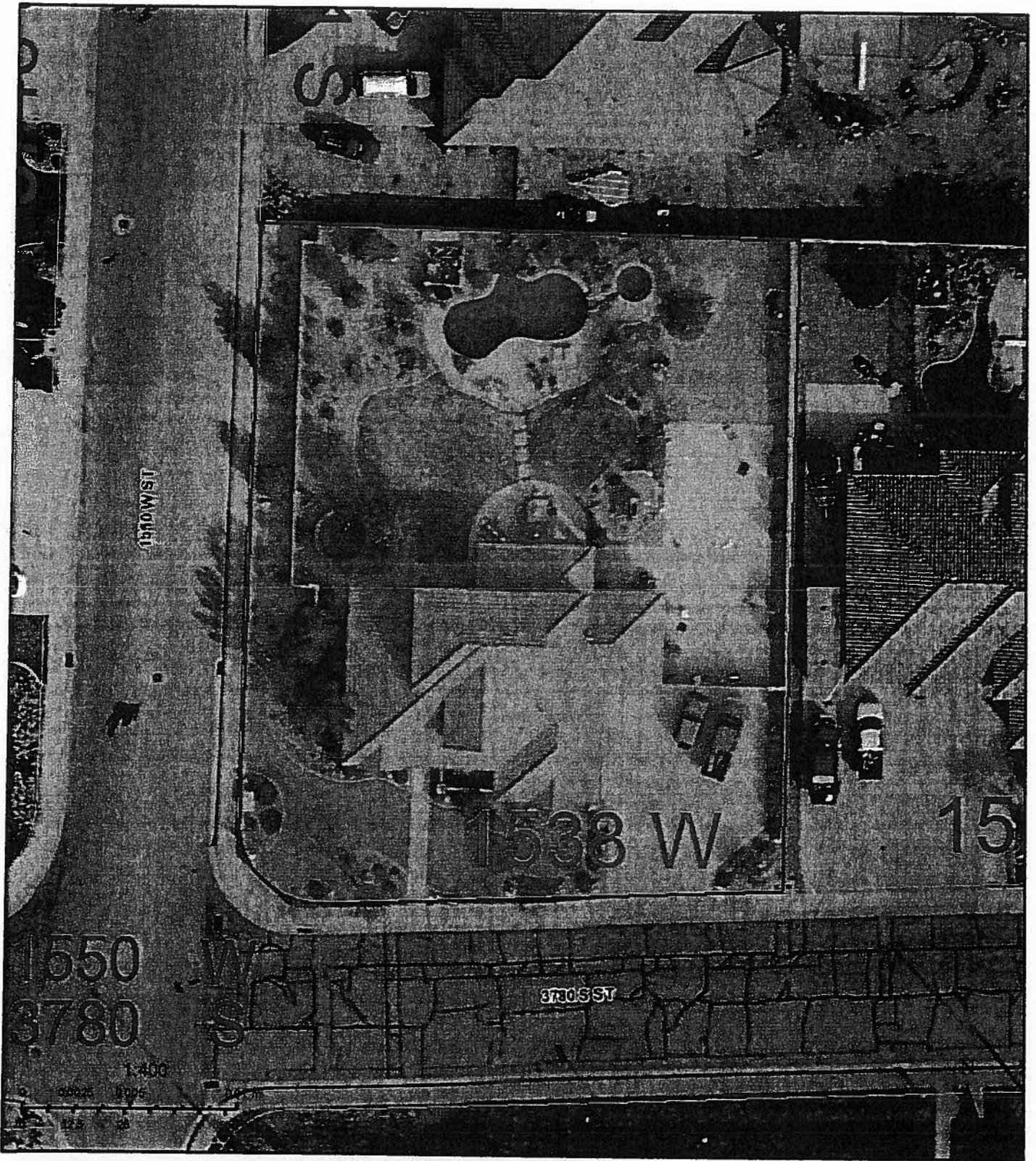
Comments:

1. The proposed structure will be located in the rear yard forty feet (40') from the main dwelling and ten feet (10') from the rear property line and four feet (4') from the side property line.
2. The proposed structure will encroach onto City easements and will require a JUC (Joint Utilities Committee) review prior to construction.
3. The detached garage will have similar finishes (stucco and tile roof) as the existing home and similar colors as noted on the drawings.
4. There will be an attached bathroom (sink and toilet only) and a pool equipment storage room, neither room can be accessed from inside the garage.
5. Planning Commission **recommends approval.**

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

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

	N/A	B. Dust	<ol style="list-style-type: none"> 1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	<ol style="list-style-type: none"> 1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
The garage will have similar finish materials as the existing home.		D. Aesthetics	<ol style="list-style-type: none"> 1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	N/A	E. Safety	<ol style="list-style-type: none"> 1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
	N/A	F. Traffic	<ol style="list-style-type: none"> 1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
The detached garage will be approximately 17' feet in height.		G. Height	<ol style="list-style-type: none"> 1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
	N/A	H. Hours of Operation	<ol style="list-style-type: none"> 1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
	N/A	I. Saturation / Spacing	<ol style="list-style-type: none"> 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 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	<ol style="list-style-type: none"> 1. Uses shall be consistent with the character and purpose of the zone within which they are located.
	N/A	K. Public Health	<ol style="list-style-type: none"> 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)



Show Residence - 1538 W. 3780 S.



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

May 7, 2013

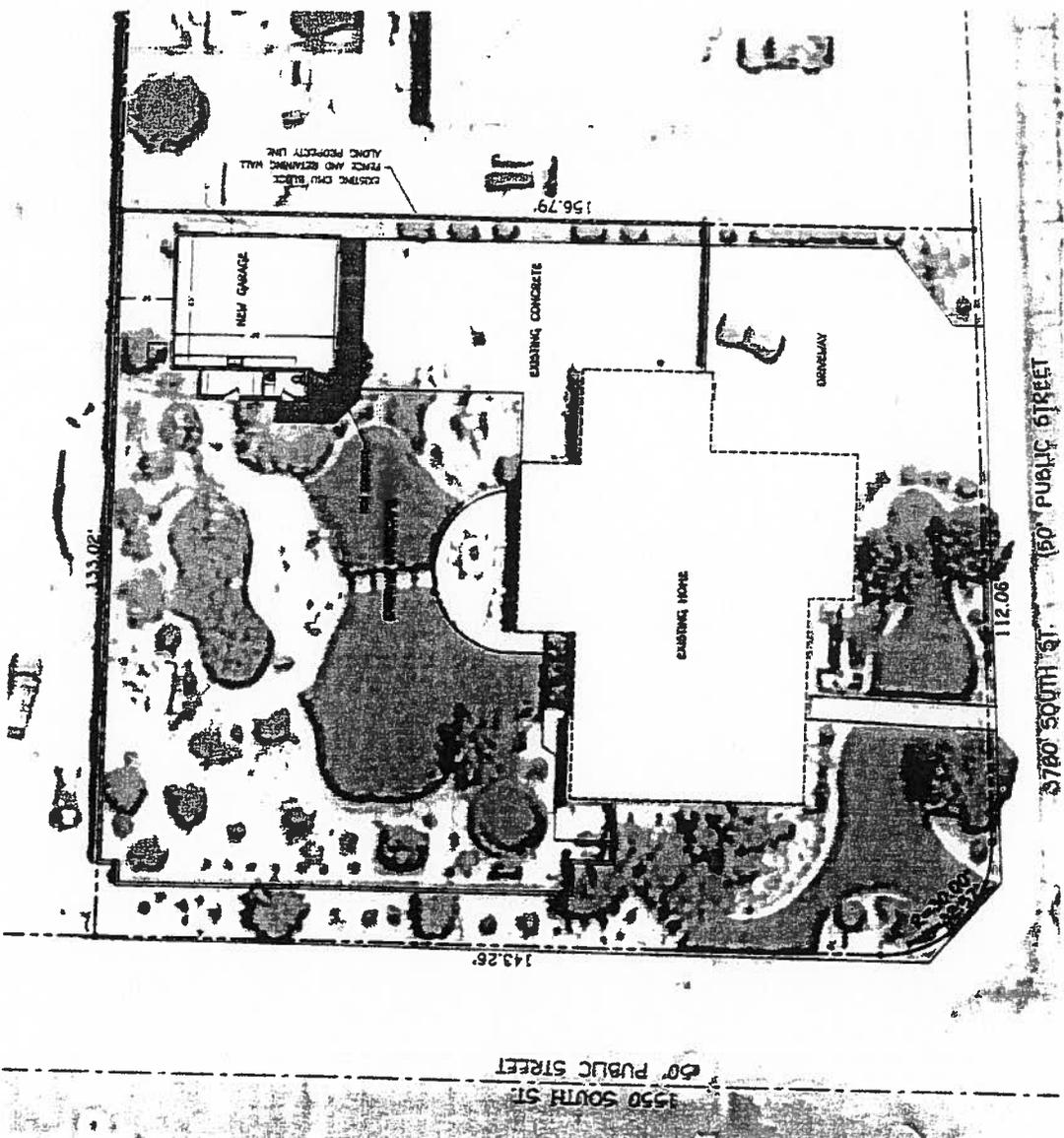
ARCHITECTURAL SITE PLAN
DARIN AND MINDY SNOW
1538 W. 3780 S. ST. GEORGE UTAH
BLOOMINGTON PARK SUBDIVISION LOT #7



DESIGN ASSOCIATES INC.
ARCHITECTURE & CONSTRUCTION
251 W. HILTON DR # 222
P.O. BOX 2778
ST. GEORGE UTAH 84770
(435) 828-2377 (435) 873-2380 fax
www.mirwadesign.com

DATE	11/11/10
PROJECT	1538 W. 3780 S.
CLIENT	DAVID & MINDY SNOW
SCALE	AS SHOWN
DESIGNER	DAVID SNOW
DATE	11/11/10
PROJECT	1538 W. 3780 S.
CLIENT	DAVID & MINDY SNOW
SCALE	AS SHOWN
DESIGNER	DAVID SNOW

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SITE PLAN

THIS PLAN IS CONSIDERED THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT OR FOR THE CONSEQUENCES OF ANY OMISSIONS OR ERRORS IN THE PLAN.

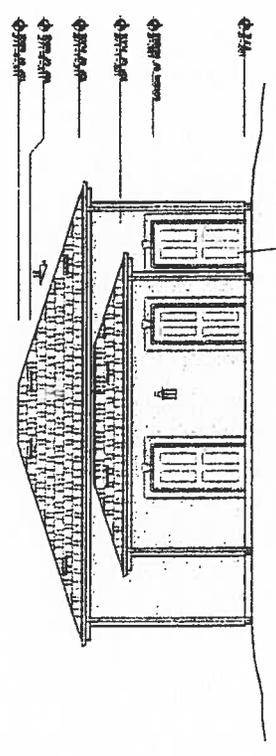


ELEVATIONS
 NEW DETACHED GARAGE FOR DAREN & MINDY SNOW
 1538 WEST 3780 SOUTH
 ST. GEORGE CITY, UTAH 84790

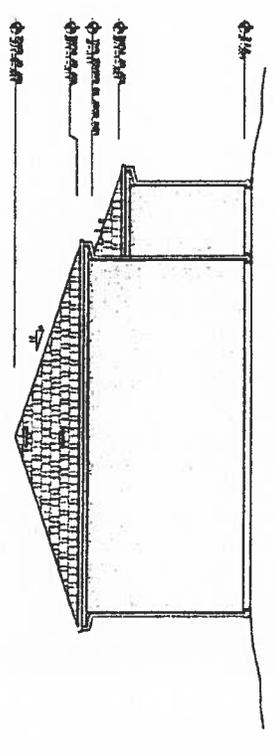
251 W. HILTON DR # 202
 P.O. BOX 2778
 ST. GEORGE UTAH 84770
 (435) 628-2377 (435) 673-3560 fax
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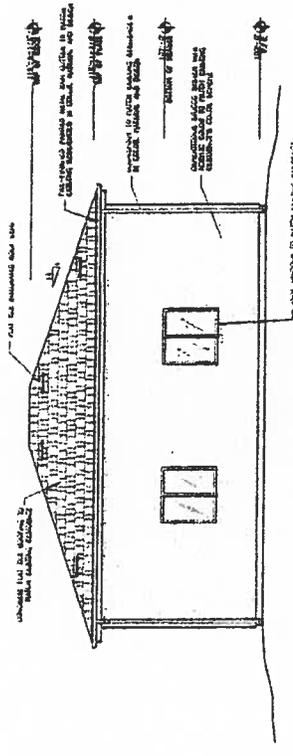
DATE	1-1-17
BY	MD
CHECKED	MD
SCALE	AS SHOWN
PROJECT	NEW DETACHED GARAGE FOR DAREN & MINDY SNOW



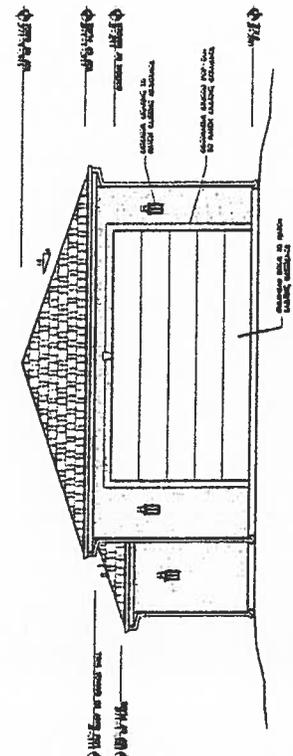
WEST ELEVATION (WEST)



SOUTH ELEVATION (SOUTH)



EAST ELEVATION (EAST)



NORTH ELEVATION (NORTH)

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

Date Submitted 2013-05-07 14:26:46**Applicant** Darin & Mindy Shaw**Quick Title** CUP for garage height up to 17' high**Subject** Consider a request for a conditional use permit to construct a detached garage to a height of 17' behind the home located at 1538 W. 3780 S. in a R-1-10 zone.**Discussion** The applicants propose to construct a detached garage to the rear of their home at 1538 W. 3780 South. Any height over 15' to roof peak requires a CUP and the applicants propose a height of 17' to roof peak. The PC will consider this request on May 14th and make a recommendation to the Council.**Cost** \$0.00**City Manager Recommendation** PC will hear this request on the 14th.**Action Taken****Requested by** Craig Harvey (BN)**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

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

Date Submitted 2013-05-07 14:39:00**Applicant** Mr. Charles James**Quick Title** CUP for garage height up to 20'**Subject** Consider a request for a conditional use permit to construct a detached garage up to 20' high behind the dwelling located at 538 E. Los Alamitos Drive in a R-1-10 zone.**Discussion** The applicant owns a large lot in Bloomington and proposes to construct a 4-car detached garage behind his home at 538 E. Los Alamitos Drive. The garage will be approximately 20' to roof peak. The garage will have similar exterior finishes as his home. The applicant's rear yard is over 10,000 sq ft and the proposed garage is 2,160 sq ft (21% of rear yard area) so is within the required maximum coverage of 25% of rear yard area for accessory buildings. The PC will consider this request on May 14th and make a recommendation to the Council.**Cost** \$0.00**City Manager Recommendation** PC hears this on the 14th and will make a recommendation. We have approved similar requests in the Bloomington area.**Action Taken****Requested by** Craig Harvey (BN)**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

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

Date Submitted 2013-05-03 10:03:34

Applicant St. George Children's Museum

Quick Title Children's Museum Lease Agreement

Subject This is a lease agreement between the City and the St. George Children's Museum for use of the Arts Center located near the library.

Discussion This agreement is for lease of the Arts Center by the St. George Children's Museum, a nonprofit organization. The term of the lease is for five years with an option to renew for additional one-year periods of time. The Museum will be able to use the first two floors of the Arts Center and the City will retain control of the third floor. The agreement outlines cost sharing of utility bills, with the Children's Museum paying for all utilities, except that during the first year the City will pay for all electric and water utility services, and after the first year will pay an amount based on City's usage of the third floor. The City will also be responsible for cleaning and maintenance of the Arts Center, and the Children's Museum will be responsible for maintenance of its displays and related Arts Center fixtures. City will maintain the elevator and the Children's Museum will pay for all actual costs of repair made to the elevator resulting from damaged caused by the Children's Museum. The Children's Museum will submit its fee schedule to the City on an annual basis. The Children's Museum will also be required to have a program for lower income individuals and families.

Cost \$0.00

City Manager Recommendation Agreement is in line with previous discussions on the lease of this building for a Children's museum. Recommend approval.

Action Taken

Requested by Joseph Farnsworth

File Attachments [Children's Museum Agreement - 4-30-13.doc](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Children's Museum Agreement - 4-30-13.doc](#)

**LEASE AGREEMENT BETWEEN
THE CITY OF ST. GEORGE AND THE ST. GEORGE CHILDREN'S MUSEUM**

This Lease Agreement ("Agreement") is entered into as of this _____ day of _____, 2013, between the City of St. George, Utah, a Utah municipal corporation ("City"), and the St. George Children's Museum ("Museum"). City and Museum are hereinafter collectively referred to as "Parties."

RECITALS

WHEREAS, the City owns the property located at 86 South Main Street, St. George, UT 84770, commonly known as the City of St. George Arts Center ("Arts Center"); and

WHEREAS, Museum desires to operate a children's museum at the Arts Center; and

WHEREAS, Museum is a 501(c)(3) charitable organization formed and operated to provide educational opportunities for children; and

WHEREAS, the City desires to lease a portion of the Arts Center to Museum to assist Museum in providing its educational opportunities for children in accordance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth herein, Museum and City hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Museum's Lease Payment. Museum shall pay to City an annual lease payment of One-Dollar and no/100 (\$1.00). The first year's payment shall be due upon the execution of this Agreement and each subsequent payment shall be due annually commencing one year from the date of the execution of this Agreement.
3. Museum's Use of the Arts Center. Museum may only use the Arts Center, as more fully depicted in the attached Exhibit A, in accordance with the attached exhibit and this Agreement.
 - a. Use of the First and Second Floor. The first and second floors of the museum shall be used by Museum solely for the operation of its children's museum, as shown in Exhibit A.
 - b. Use of the Third Floor. The City shall retain full control of the third floor. Museum shall schedule with the Leisure Services Department all use of the Third Floor. Museum shall not remove any furnishing or equipment from the third floor for any reason, including for use in its Museum.

4. Term of Lease; Option to Renew; Termination.
 - a. Term. This Agreement shall commence upon the execution of this Agreement, and shall terminate five years from the date of the execution of this Agreement.
 - b. Option to Renew. This Agreement may be renewed in writing upon the mutual agreement of the Parties for one-year periods. Prior to any renewal of this Agreement, Museum shall submit a notice to City in writing of its intent to renew the term of this Agreement at least ninety (90) days prior to the expiration of the current term of the Agreement. As part of the notice, Museum shall include a brief written report of Museum's operation and activities at the Arts Center during the term of this Agreement including, but not limited to, financial data.
 - c. Termination. City retains the right to terminate this Agreement at any time during the initial five-year term of this Agreement upon thirty (30) days' written notice to Museum to vacate and surrender the premises. Upon such notice by City to Museum, Museum shall vacate the Arts Center, remove all of its personal property from the Arts Center, and comply with all other terms of the "Surrender of Possession" section of this Agreement.
5. Utilities.
 - a. Electric and Water Utility Service. City will participate in the cost of electric and water utility service for Museum according to the following schedule.
 - i. First Year. Commencing with the date of the execution of this Agreement in the Arts Center and continuing for a period of one year, City shall pay for and provide electric and water utility service for Museum's operations.
 - ii. After First Year. After Museum's first full year of operation commencing with the date of the execution of this Agreement, Museum shall be responsible to pay for electric and water utility service.
 - iii. City's Utility Contribution After First Year. City shall pay a predetermined amount of utility reimbursement for every time that City uses the Third Floor of the Arts Center, which reimbursement amount shall be credited to the Arts Center utility account. This utility reimbursement amount shall be determined by mutual written agreement of the Parties after the execution of this Agreement.
 - b. All Other Utility Services. Commencing with the date of the execution of this Agreement and continuing for the duration of this Agreement, Museum shall be responsible to pay for all other utility services including, but not limited to telephone, internet and natural gas.
6. Subleasing Prohibited. Museum shall not sublease the Arts Center or any of the rooms or floors thereof to any person or entity.
7. Fee Schedule Submitted to City. Museum shall submit its fee schedule to the City at the time of the execution of this Agreement and annually thereafter during the term of this Agreement.

8. Lower Income Admission Programs. Museum shall develop and propose to City for review and approval a program for access to the Museum's services by lower income children and families. The objective of this program is to provide access to the St. George Children's Museum for all children, regardless of economic circumstances.
9. Management and Operation of the Arts Center.
 - a. Museum shall manage and operate the Museum in the Arts Center in a manner consistent with the governing instruments of the Museum as a charitable, nonprofit 501(c)(3) organization, in accordance with the terms of this Agreement, and as determined by appropriate action of Museum's board of directors, including the acceptance of donations, establishment of memberships in Museum's charitable, nonprofit 501(c)(3) organization, hiring and termination of Museum's staff, rotation of exhibits and displays, operation of a gift shop, maintaining financial records, expenditure of funds, and other matters set forth in this Agreement. No use of the facility, however, shall jeopardize the property tax exempt status of the Arts Center. Museum is authorized to display at the Arts Center such displays and items as Museum shall select, and to change exhibits from time to time.
 - b. Museum agrees that hours of operation for its children's museum at the Arts Center shall be a minimum of forty-eight (48) hours per week, excluding holidays.
 - c. City shall communicate to Museum on a monthly basis, the schedule of events which are being held in the third floor of the Arts Center and any activities in the Town Square which may impact Museum's operations.
10. Licensing Required. Museum shall obtain any and all required licensing, including a valid City business license.
11. Signage. Any exterior signage identifying the Arts Center shall be approved in advance by the City. Information may be posted at the entrance to the Center indicating that the Arts Center is operated by Museum under Agreement with the City and include the contact information for Museum. Temporary signage and banners advertising events and other activities related to the operation of the Museum shall be allowed on the premises as long as such signage does not violate City ordinances and has received all required permits.
12. Alterations, Additions and Improvements. All alterations, additions, and other improvements, other than trade fixtures and exhibits, erected or placed by Museum on the existing Arts Center or any new construction shall be subject to prior written approval from the City. Any request to the City for an alteration, addition, or improvement to the Arts Center shall detail the type of alteration, addition, and improvement being made, including but not limited to the type and color of all materials being used. City shall have the right in its sole and absolute discretion to reject any request to make an alteration, addition, or improvement to the Arts Center. Museum shall make no alternations, additions, or improvements in and to the Arts Center that would decrease the value or negatively impact the historical quality of the Arts Center.

13. Repairs, Maintenance, and Cleaning.

- a. City shall perform the following routine and ordinary repairs and maintenance of the Arts Center:
 - i. Replacement of all broken glass;
 - ii. Maintenance of the air conditioning and heating units, including regular, periodic service and replacement of filters;
 - iii. Cleaning of the interior of the Arts Center, including the hallways, the third floor, and the Department of Leisure Services offices while they are maintained at the Arts Center;
 - iv. Cleaning restrooms located in the Arts Center after business hours Monday through Saturday on a weekly basis;
 - v. Removal of trash and litter from the Arts Center third floor, second floor restrooms after closing hours, and Leisure Services offices while they are maintained at the Arts Center, and its adjacent grounds;
 - vi. Repair doors, floors, interior walls, lighting fixtures and equipment (including the replacement of light bulbs) and plumbing fixtures and equipment; and
 - vii. Make all necessary repairs of damages to the Arts Center (including replacement of damaged items).

- b. Museum shall perform the following routine and ordinary repairs and maintenance of the Arts Center:
 - i. Light fixtures and equipment (including the replacement of light bulbs) which are a part of, or added specifically to enhance Museum's exhibits;
 - ii. Cleaning Museum's offices and each room where Museum's exhibits are located;
 - iii. Any additional daily cleaning which is required as a result of Museum's use of the Arts Center;
 - iv. Pay for any emergency calls for service related to plumbing, broken glass, or other maintenance obligations which are specifically assigned to the City under this Agreement; and
 - v. Pay for any repairs of damage to the Arts Center which is caused by the negligent or intentional acts of Museum, its employees, staff, representatives, patrons or invitees.

- c. Museum shall perform such other repairs and maintenance work that it deems appropriate in order to maintain the Arts Center in a clean and fully operational state of repair, including but not limited to the repair and maintenance of Museum's exhibits. All repairs and maintenance work done by Museum shall be performed in such a manner as to maintain the historical quality of the Arts Center and to maintain it in a clean, orderly and good state of repair.

- d. With the exception of repairs of damages caused by the negligence or fault of Museum, its employees, agents, customers, invitees, licensees, or guests, the City shall, in its sole and absolute discretion, make all extraordinary repairs to the exterior walls, roof, ceiling, sidewalks and parking lot, air conditioning and heating units (other than ordinary maintenance), and other extraordinary repairs.

- e. The City shall maintain the exterior landscaping immediately adjacent to the Arts Center and its parking lot.
14. Keyed Access to the Arts Center and Museum Offices. All locks which are used to access, enter, and open doors to the Arts Center shall retain the same keys as are used at the time of the execution of this Agreement. City shall retain copies of keys used to access the Arts Center and shall provide a reasonable amount of copies of the keys to Museum for its use to access the Arts Center. Museum may re-key the offices which it uses to run its operations. In the event that Museum chooses to re-key its office doors, copies of keys to those offices shall be provided by Museum to City.
 15. Museum's Failure to Repair, Maintain and Clean. In the event that Museum fails to repair, maintain, or clean the Arts Center as required by this Agreement, City has the right to either terminate this Agreement or enter the Arts Center and perform any repairs, maintenance, or cleaning of the Arts Center which City determines, in its absolute and sole discretion, are necessary. If City chooses to perform the repairs, maintenance, or cleaning, then Museum shall reimburse City for all actual costs incurred by City within fifteen (15) days of City's performance of the repair, maintenance, and cleaning services.
 16. Maintenance of the Elevator. City shall be responsible to maintain the Arts Center elevator in a state of good repair and operability. Museum shall pay to City all actual costs of repair which is made to the elevator as a result of any damage which Museum, its staff, employees or invitees causes to the elevator.
 17. Surrender of Possession. On or before the last day of the term of this Agreement, Museum shall peaceably and quietly surrender and deliver the Arts Center to City in good repair, and in a clean and sanitary condition. The Arts Center shall be free of any and all encumbrances, including the vacation and removal of all personal property from all floors and rooms of the Arts Center. Repair and restore all damage to the Arts Center caused by the removal of equipment, trade fixtures, and personal property. Any trade fixtures, equipment or personal property belonging to Museum, if not removed upon termination shall, at the City's election, be deemed abandoned and become the property of the City without payment or offset.
 18. Default or Breach. It shall constitute a breach of contract, if
 - a. Museum shall fail to perform or comply with any of the conditions of this Agreement, including but not limited to payment of rent and utilities when due, and:
 - i. if the nonperformance shall continue for a period of fifteen (15) days after written notice provided from the City to the Museum explaining the failure the City to Museum; or
 - ii. if the performance cannot be reasonably remedied within fifteen (15) days after written notice is given by the City to Museum.
 - b. Museum shall vacate, abandon, or fail to occupy the Arts Center, or if the Arts Center shall pass to or devolve on any other person or entity, or if the Arts Center

shall be used for any purpose other than herein set forth, or for use in violation of any law or regulation.

- c. Museum shall terminate as a viable nonprofit entity, or if Museum shall become subject to bankruptcy, reorganization, assignment for benefit of creditors, or any other procedures with similar purpose, whether voluntary or involuntary.
- d. If any claim for materials or labor shall arise or be claimed against the Arts Center or Museum by reason of the acts of Museum, its assigns, employees, representatives, or agents.
- e. In the event of any default hereunder as set forth in this Agreement, City shall have the right to cancel and terminate this Agreement, as well as all of the right, title and interest of Museum hereunder, by giving to Museum not less than thirty (30) days' written notice of the cancellation and termination. Upon expiration of the time fixed in the notice, this Agreement and the right, title and interest of Museum hereunder shall terminate in the same manner and with the same force and effect, except as to Museum's liability for sums accrued prior to the date of termination, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

19. Remedies on Default. In the event of any default hereunder, the Parties may perform the following acts to remedy the default:

- a. City may elect, but shall not be obligated, to make any payment required of Museum herein to comply with the Agreement. However, any expenditure made by the City shall not be deemed to waive or release the default of Museum or the right of the City to take any action as may be otherwise permissible hereunder in the case of any default.
- b. City shall have the right to enter the premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied.

20. Indemnification. Museum shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents and representatives against any and all claims, suits, causes of action, judgments, demands, losses, costs, expenses, and damages (including but not limited to all fees and charges of attorneys and other professionals and all court or arbitration or other dispute resolution costs) including but not limited to those for death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the negligent acts, wrongful acts, error or omission, or other liability imposed by law on Museum, its officers, employees, agents, or representatives or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity. City shall give Museum prompt written notice of any such claims or suits filed against City. Museum agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, Museum agrees that City may employ attorneys of

its own selection to appear and defend the claim or action on its own behalf at the expense of Museum. Museum shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend City.

21. Insurance. City does not carry or maintain, and expressly disclaims responsibility for providing any health, medical, disability, general liability, or personal or real property insurance coverage for Museum. Museum shall carry and have in effect upon the execution of this Agreement workers' compensation insurance (if required by law) and general liability insurance as set forth in this section. Museum shall provide to City a copy of its general liability insurance certificate which indicates that the City of St. George is an additional insured under such policy and that the insurance has coverage in the amounts required by this Agreement.
 - a. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than Three-Million Dollars (\$3,000,000).
 - b. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than Three-Million Dollars (\$3,000,000).
22. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any third party, regardless of whether that third party is an individual or entity.
23. No Joint Venture, Partnership or Third Party Rights. This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between Museum and City. No term or provision of this Agreement is intended to nor shall be for the benefit or obligation of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
24. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, heirs, representatives, officers, agents, employees, members, assigns, and receivers.
25. Integration. This Agreement contains all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties, whether oral or written with respect to the subject matter. Any amendments hereto must be in writing and signed by the respective parties.
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. 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.
28. 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.
29. Governing Law and Venue. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah and venue shall be the Fifth Judicial District Court for the State of Utah.
30. Notices. All notices required herein, and subsequent correspondence in connection with this Agreement, shall be mailed to the addresses listed below. Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

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

St. George Children's Museum
Attn: Peter Gessel
362 West Main Street
Delta, Utah 84624

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and together shall constitute one and the same agreement.
32. Authority of Parties. The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding agreement.

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

CITY OF ST. GEORGE:

ST. GEORGE CHILDREN'S
MUSEUM:

Daniel D. McArthur, Mayor

By: Gail Bunker
Its: Board Chairperson

ATTEST:

Gay Cragun, City Recorder

Approved as to form:

Shawn M. Guzman, City Attorney

EXHIBIT A

FIRST AND SECOND FLOORS OF THE ARTS CENTER

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

Date Submitted 2013-05-08 16:04:33**Applicant** John Kevin Ence**Quick Title** Beer License**Subject** Full service beer license for The Courtyard by Marriott at 185 South 1470 East.**Discussion** The Courtyard by Marriott has not had a beer license for several years. They are now requesting a full service beer license.**Cost** \$0.00**City Manager Recommendation** Recommend approval**Action Taken****Requested by** Debbi Grant**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

Memorandum

To: Gay Cragun
From: Debbi Grant
Date: 5/8/2013
Re: Beer License for City Council Agenda

Could you add to the City Council Agenda for May 16th approval for full service restaurant liquor license for Courtyard by Marriott.

Thank you

Debbi Grant

Business License Technician

BEER LICENSE APPLICATION

CITY OF ST GEORGE
BUSINESS LICENSE OFFICE
175 EAST 200 NORTH, ST GEORGE, UT 84770
435-627-4740

(This application must be accompanied by an Applicant's Questionnaire and satisfactory fingerprint cards)

Applicant must be the owner/operator. If the owner is a corporation, the applicant shall be the corporation's agent; if the owner is a partnership; the applicant shall be a general partner of the partnership.

Please print or type

1. Applicant's Name JOHN KEVIN ENCE
First Middle Last

Corporation or partnership name, if applicant is an agent. Rim Rock
MOTEL MANAGEMENT INC.

2. Name under which business will be operated (If different from name of applicant, corporation or partnership) COURTYARD by MARRIOTT
First Middle Last

3. Location of Business 185 S. 1470 E. ST. GEORGE, UTAH 84790

4. Mailing address (If different from location of business)

Address City State Zip

5. If party who will manage the business is different from the applicant; please provide the name and address of the managing party.

RUSSEN B. DOVE
First Middle Last
2245 S. 1880 E CIRCLE ST GEORGE UT 84790
Address City State Zip

6. If a corporation, list below or attach on a separate sheet, the names and addresses of the corporation's principal officers and any stockholders who own 10 % or more of the corporation. If a partnership, list the names and addresses of the other general

SEE ATTACHED SHEET

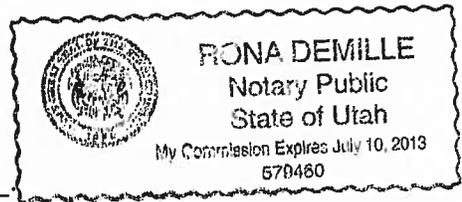
Applicant Signature John Kenna Eme Date 4/24/2013

STATE OF UTAH)
) ss.
County of Washington) RD

I, ~~Rona Demille~~ Kevin Eme being first duly sworn, depose and say the foregoing questionnaire is in all respects true and correct, to the best of my knowledge and belief and that I am the above named applicant . I understand that any false information constitutes perjury.

SUBSCRIBED AND SWORN TO before me this 24th day of April 2013.

Rona Demille
Notary Public



My Commission Expires 7/10/13

If applicant is an agent for the corporation or partnership, an officer using the authority to do so, or the other general partners, will indicate the desire of the corporation or partnership to have the above -named applicant hold the beer license in his (her) name as the agent for the benefit of the corporation by affixing his (her) signature here, and he (she) further certifies that by signing this application he (she) is duly appointed, authorized and acting agent of the corporation or general partner of the partnership.

Name _____ Title _____ Date _____

Courtyard by Marriott ownership--

President

Kevin Ence

107 S. 1470 E. #302

St. George, Utah 84790

Vice President

Joe Burgess

PO Box 1001

Cedar City, Utah 84721

Secretary

Ed Burgess

1704 W. Sunset Blvd

St. George, Utah 84770

Jay Ence

150 S. Crystal Lakes Drive

St. George, Utah 84770

Quentin Ence

3225 West 3 Mile Lane

Ivins, Utah 84738

APPLICANT'S QUESTIONNAIRE FOR BEER LICENSE

CITY OF ST GEORGE
BUSINESS LICENSE OFFICE
175 EAST 200 NORTH, ST GEORGE, UT 84770
435-627-4740

NOTE: All questions must be answered completely or the application will not be considered.
Two classifiable fingerprint cards are required of all applicants, to be taken by a bona fide law enforcement agency.

Please print or type

1. Full Name of Applicant JOHN KEVIN COUCE
First Middle Last

2. Applicant Social Security No. 528-84-1346

3. Business Name COURTYARD by MARRIOTT

4. Location of Business 185 S. 1470 E. ST. GEORGE, UT 84790

5. Business Phone Number 435-986-0555

6. Home Phone Number 435-673-2751 Cell Number 435-632-1231

7. Are you a citizen of the United States or registered alien? YES
Please provide proof

8. Full Name of Spouse:
Debra H ENCE Houston
First Middle Last Maiden

9. Have you at any time been convicted of a felony in any court in the U.S.? NO
If so, please give particulars -state, city, dates, etc. _____

10. Have you been convicted or pled guilty at any time to a law violation involving beer or alcoholic beverages? NO If so, please provide particulars - state, city, dates, etc. _____

11. Give particulars of your employment or business you engaged in during the past five years. Please provide starting dates, position or business; employer's name and address of business. If unemployed part of the time, so state, giving place of residence. (Please submit additional sheet if necessary)
Hotelier & Land Development. I own & operate 6 hotels in Southern Utah & Mesquite Nevada. I also have developed several residential subdivisions and sold residential lots - all

12. Who owns the real estate where this business is located?

Same owners

13. If premises are leased, state whether leased from owner or subleased from prior lessee. N/A

14. Do you own the fixtures at this location? YES If not, please provide the name and address of the owner _____

15. If you own the fixtures at this location, state the investment which you have in fixtures and equipment \$ 1,000,000

16. How close is the nearest **Church** to the proposed business location? 5280

Nearest **School**? 5280 In Feet Nearest **Park**? 7920 In Feet

Nearest **Public Library** 10,032 In Feet

Nearest **Residential Treatment Facility** 6864 In Feet

17. Will you serve food? YES If so, please provide a sample menu.

18. Has a license covering any place in which you had a financial interest ever been revoked or suspended? NO If so, please provide particulars, dates, name of individual to whom the license was issued. _____

19. If you will be employed or otherwise occupied other than this business, state how much time you will spend at the other occupation or employment. N/A

20. How much time do you spend in the business represented in this application? 40 hrs wk

21. Please provide the name(s) of the person(s) to be in charge of this business during any time that you may be away from the premises.

First Russell Middle Beats Last Clowe

Home address 2245 S. 1800 E City St George State UT Zip 84779

22. Are you familiar with the City of St George ordinance regulating the sale of beer and alcoholic beverages? YES

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
APRIL 25, 2013, 4:00 P.M.
ADMINISTRATION CONFERENCE ROOM**

PRESENT:

**Mayor Daniel McArthur
Councilmember Gail Bunker
Councilmember Jon Pike
Councilmember Ben Nickle
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Gay Cragun**

EXCUSED:

**Councilmember Gil Almquist
Councilmember Jimmie Hughes**

OPENING:

Mayor McArthur called the meeting to order and welcomed all in attendance. The pledge of allegiance to the flag was led by Mayor McArthur and the invocation was offered by Councilmember Nickle.

Mayor McArthur announced that this Saturday Cotton Days will be held in Washington City. Events in St. George this Saturday include the Relay for Life, the Republican Convention and an Arbor Day celebration at the Hela Seegmiller Farm.

**DISCUSSION WITH PIONEER HIGH SCHOOL FOR THE PERFORMING ARTS
REGARDING A LOCATION FOR THEIR PROJECT:**

Scott Hensley explained that he and his brother Darren Hensley represent Pathways, which is an educational foundation. The foundation has a high school in northern Utah at Thanksgiving Point which is a combination of virtual education for the core curriculum and a performing arts school. They opened their doors in August. They set up a new model using community resources to develop the arts in existing facilities instead of building new facilities. Virtual education is a key component. Professionals were hired to teach the arts. He explained that both he and Darren live in St. George and would like to partner with the St. George Musical Theater for a community arts program. The location they would like to use is the old Sunroc building. They can utilize the space in the day for Pioneer High School and in the evening for the St. George Musical Theater.

Darren Hensley stated they are talking about virtualizing the performing arts, but professionals will be on staff to teach technique.

Scott Hensley advised that they need help from the City on the build-out to make sure it is done right and in order to get the St. George Musical Theater up and running within three months.

Darren Hensley commented they want to create a model that does not require help other than to get it up and going. The cost is \$600,000. The Eccles Foundation has agreed to match whatever is contributed up to \$300,000, and a construction company has agreed to invest in the program and put in \$150,000, leaving \$150,000

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remaining. He stated he was hoping the City could do \$75,000 as a loan that would be paid back.

Ed Baca inquired if there had been any consideration given to issuing bonds for the project, or if it was all private resource funding.

Scott Hensley replied it is all private funding.

City Manager Gary Esplin commented the nexus the City will have, if any, is the downtown and the benefit of having something downtown related to the arts. The City is not a bank, however, based on the past approval of a request from the SGMT for \$70,000 as a loan, it appears these applicants are stepping in for SGMT. The history of the SGMT and having people come to the downtown is real and helps the restaurants and the downtown as a whole. The benefits for the community probably outweigh the risk.

Councilmember Bunker agreed that this project would bring a lot of people downtown, but she expressed concern about supporting this project and not others.

Scott Hensley explained that this project is not part of Pioneer High School, but a drop-in center for education during the day with computers and tutors available and also where kids up north will be taking dance and other classes broadcast from St. George. He advised that this concept is being done in higher education, but so far not in high schools. Instructors will not be limited to one location but can be located anywhere in the world.

Darren Hensley advised that he is the Business Manager for Pioneer High School, and half of the students comes for virtual education. There are learning advocates who help the students and the social side comes from interacting with other students in the class and participating in dance classes, etc.

Councilmember Nickle expressed concern that the students be carefully monitored while on line.

Darren Hensley replied that the students are carefully monitored and they keep in touch with the parents as well. The software used is sophisticated enough to know when the work has changed or if it has been cut and pasted. Testing is done live at testing centers.

Councilmember Pike commented that the proposal makes sense if done for an economic development purpose.

Councilmember Nickle commented he would be opposed to it if not for the SGMT connection.

Mayor McArthur advised the applicants to proceed to the next step.

City Manager Gary Esplin advised that the proposal will be structured in an agreement.

Councilmember Pike commented that the applicants need the money up front.

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City Manager Gary Esplin replied that this would have to be based on an agreement and the money would not be disbursed to them until an agreement was signed.

DISCUSSION WITH QUALITY DEVELOPMENT REGARDING PLANNING AND DEVELOPMENT IN THE LITTLE VALLEY AREA:

Stacy Young, representing Quality Development, presented a power point presentation covering the following topics: March 11 General Plan Amendment, Geographic Segmentation, Population Growth and Household Formation, Demographic Segmentation, Product Mix Matrix, Development of Future Neighborhoods, R-1-7 Example: Pinebrook, R-1-7 Example: Ironwood, PD Patio Home Examples, Multifamily Example: Hidden Valley Casitas, Multifamily Example: Coral Springs Condos, Summary, Questions and Discussion.

Ed Baca inquired if consideration had been given to use of a secondary water system for the parks or agricultural areas.

Mr. Young replied they had looked at that but it is not feasible at this point.

Councilmember Pike commented that he was concerned about traffic in the area and he was not a believer that St. George City needed to provide all the rentals and high density housing in the County.

Mr. Young replied that there is more in St. George per capita, but St. George is where the employment base is and mass transit.

Ross Taylor, St. George Planning Commission Member, commented that less expensive homes are often purchased by investors as rentals so rental rates rise where those in low cost housing are employed. While the City may think it is building home ownership, in most instances it is not.

Stacy Young advised there are only 900 apartments in St. George and nothing is being built with the intent to be for rent. Those households are going to be served in some way and it is through rentals in neighborhoods thought to be for home ownership.

Brett Burgess commented that their proposed rental areas are tucked into areas that are more difficult to develop and have natural terrain buffers.

Julie Hullinger, St. George Planning Commission Member, commented that she works for a rental property agency and many projects limit the number of rentals. The HOAs state what percentage of the projects can be used as rentals.

City Attorney Shawn Guzman advised that this is only enforceable by the HOAs, and only a small percentage of the HOA projects have done this.

Bob Nicholson commented that lot size averaging works in the higher zones, but it is not used in the R-1-8 zones. He advised that using lot size averaging in the R-1-8 zones would achieve the same density as an R-1-7 zone.

Councilmember Pike commented he did not see a lot of advantage or reason to do anything different than proposed on the map provided by the applicants.

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City Manager Gary Esplin commented that 3000 East will be incredibly busy and from a long range planning standpoint the City needs to figure out a connection to Commerce Drive or River Road or the freeway.

Laura Taylor commented that the park proposed next to 3000 East would function much better if it was located away from the main road.

Glen Bundy commented that the south end of 3000 East needs to be developed as another access instead of all traffic going up 2450 South.

City Manager Gary Esplin advised that the City has some funding in the CDA and RDA in this area that can be used, but his concerns from a planning standpoint is agreeing on the roadways. There has been no planning of roadways south into the pits of Western Rock properties and Ft. Pierce properties. He inquired who would pay for the roads, and commented that more than one access is needed and traffic needs to be planned for on the south end of 3000 East.

Mayor McArthur commented that Quality Development's project looked good, but the City had more work to do.

ADJOURN TO CLOSED SESSION:

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

SECOND: The motion was seconded by Councilmember Nickle.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

The meeting then adjourned after the closed session.

Gay Cragun, City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES
MAY 2, 2013, 4:00 P.M.
REGULAR MEETING
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Daniel McArthur
Councilmember Jon Pike
Councilmember Gail Bunker
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Ben Nickle
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Gay Cragun**

OPENING:

Mayor McArthur called the meeting to order and welcomed all in attendance. Mayor McArthur announced that a National Day of Prayer event was held today, Ironman is this weekend and an Ironman Kid's run will be held tomorrow. The pledge of allegiance to the flag was led by a Scout and the invocation was offered by Pastor Alex Wilkie. Mayor McArthur invited all the Scouts and students in the audience to introduce themselves.

Mayor McArthur invited Debbie Hofheins to introduce herself and those with her. Camille Salisbury was named as Foster Mom of the Year. Christie Beatty, Miss Dixie State University, expressed appreciation to the City for acknowledging Foster Care Month. Mayor McArthur read a proclamation proclaiming May as Foster Care Month in the City and presented it to Ms. Hofheins.

Lynn Murray of the Elks Lodge introduced the Exalted Ruler and others from the Elks Lodge. She explained that the Elks Lodge raises money and volunteers for youth and the community. They also provide scholarships for area youth. They have contributed over \$29,000 to local youth this year. She advised they are submitting a special event application for use of the north side of the Town Square at the pavilion for the annual Flag Day ceremony on June 14. Leo Lang, Elks Lodge, thanked the City Council for allowing use of the Southgate Golf driving range for an event. Mayor McArthur read a proclamation proclaiming the first week in May as Youth Week in the City and presented it to the Exalted Ruler.

Shelly Barnson, representing Corps VIP, a veterans integration program, explained they are a non-profit group which helps soldiers reintegrate into normalcy. A benefit golf tournament at Entrada will be held July 5-6 and Karl Malone will be the official sponsor and host of the golf tournament. She advised that a pancake breakfast will be held at which all mayors in the county will help cook the breakfast.

Councilmember Pike arrived.

Ms. Barnson continued, asking that the City be a sponsor of the event and help spread the word about the Corps VIP program.

Councilmember Pike advised that Select Health yearly awards \$2,500 to not-for-profit organizations who have applied for the grants. Three groups from this area, the Assistance League of Southern Utah, Dixie State University dental hygiene program, and an after-school program were all awarded grants.

AWARD OF BID:

Consider award of bid for the airport pavement management project.

City Manager Gary Esplin explained the bid is for a crack-sealing project. The City has received a commitment from the State to help with this. The amount of the contract is \$115,000 and the City's match is \$11,000. The money from the State, however, will not come in until after July 1 and the work will be performed in the next fiscal year.

Purchasing Manager Connie Hood advised the low bid was submitted by Western Rock in the amount of \$74,945.

MOTION: A motion was made by Councilmember Almquist to award the bid to Western Rock in the amount of \$74,945.

SECOND: The motion was seconded by Councilmember Hughes.

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

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye

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Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for the East Annex tenant improvement and remodel project.

City Manager Gary Esplin explained that this bid is for the first phase of expansion into the building across the street from the City Office. Only one bid was received. The space will be used for the IT Division, Police Department offices, and for storing large equipment. The project will have multiple departments contributing to it. Some of the project will be done this fiscal year and some in next fiscal year.

Mayor McArthur commented the recommendation is also for the two alternates. He explained that the City acquired the building through a three-way trade with the School District and State.

Purchasing Manager Connie Hood advised that the only bid was submitted by JMI in the amount of \$752,516m which includes the base bid plus two alternates.

Councilmember Almquist inquired about opening up 200 North from 200 East to 300 East.

City Manager Gary Esplin replied this possibility will be discussed with the property owner. The annex building will be improved with room to grow. The lobby area will be the next phase for the Leisure Services and Recreation departments. A \$200,000 payment from the State for the flooding and funds from the Building Authority account will be used.

Support Services Manager Marc Mortensen advised the first phase will be completed in 90 days.

Purchasing Manager Connie Hood explained that RFPs are sent to a pregroup of bidders. RFPs are also published in the newspaper and on the City's website. Two pre-bid meetings were held, but only one bid was received.

Support Services Manager Marc Mortensen advised that 12 sets of plans were issued to interested bidders.

MOTION: A motion was made by Councilmember Bunker to award the bid to JMI in the amount of \$752,516.

SECOND: The motion was seconded by Councilmember Pike.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for the 2013 Fourth of July fireworks presentation.

City Manager Gary Esplin explained that the fireworks presentation will be made in the next fiscal year, but the fireworks must be ordered now in this fiscal year.

Support Services Manager Marc Mortensen advised that the City has partnered with Canyon Media for the Fourth of July celebration, and they are subsidizing half the cost of the fireworks. The total cost to the City will be \$20,000, and Canyon Media will pay \$20,000. He recommended award of the bid in the amount of \$40,000 to Firestorm Pyrotechnics. It will be the largest fireworks show ever in southwestern Utah. Murray Gubler will remain involved with the event.

MOTION: A motion was made by Councilmember Hughes to award the bid as recommended.

SECOND: The motion was seconded by Councilmember Pike.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye

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Councilmember Pike - aye
Councilmember Hughes - aye
The vote was unanimous and the motion carried.

RESOLUTION:

Consider approval of a resolution adopting the 2013-2014 preliminary fiscal budget for the City of St. George.

City Manager Gary Esplin explained that Utah cities are required by law to submit their budgets at the first City Council meeting in May. The public hearing process will then follow in June after meetings with department heads. The budget must be adopted by the third Thursday in June. The budget shows some optimism from previous budgets. This budget has \$48,701,807 in the General Fund which is up 4% from the current budget. The total budget for the City is \$180,000,000. No rate increases are proposed and there are no tax rate increases. He stated he would like to discuss program fees currently charged when discussions are held with department heads. There is \$12 million in the Public Works Capital Project Fund and the only major project not included is the Mall Drive bridge. However, in discussions with the entities involved, there may be some creative financing options and bonds which would create some funds to do the project if environmental approvals can be obtained. This bridge is the number one project from a transportation standpoint. The estimated cost is hoped to be around \$10-13 million. He then thanked Budget and Financial Planning Manager Deanna Brklacich for her work in putting the budget together.

MOTION: A motion was made by Councilmember Almquist to approve the resolution.

SECOND: The motion was seconded by Councilmember Nickle.

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

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

SET PUBLIC HEARING:

Bob Nicholson advised that the Planning Commission, at its meeting held April 23, 2013, recommended that a public hearing be scheduled for May 16, 2013 to consider a zone change from C-2 to R-1-12 on a four acre parcel located at the northwest corner of the intersection of 3000 East and Crimson Ridge Drive for Mulberry Estates Phase 6.

MOTION: A motion was made by Councilmember Bunker to set the public hearing as recommended.

SECOND: The motion was seconded by Councilmember Hughes.

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

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

FINAL PLATS:

Todd Jacobsen presented the final plats for: (1) **Cottonwood Phase 1**, a ten lot single family subdivision located on the south side of Crimson Ridge Drive and to the west of 3000 East Street; (2) **Mulberry Estates Phase 2**, a 16 lot single family subdivision located on the north side of Crimson Ridge Drive and to the west of 3000 East Street; and (3) **Sun River Phase 32**, a 34 unit single family subdivision.

City Councilmember Gail Bunker advised that Paul Iverson expressed concern about drainage from Mulberry Estates and the Cottonwood Subdivisions.

Councilmember Hughes commented that he has also been contacted by several of the neighbors in this area as well who are worried about drainage from the new subdivisions.

MOTION: A motion was made by Councilmember Almquist to approve the final plats and authorize the Mayor to sign them.

SECOND: The motion was seconded by Councilmember Bunker.

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

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Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

SIDEWALK WAIVER REQUEST:

Wes Jenkins explained that the City has received a request for a sidewalk waiver in various phases of the Stone Cliff development. The City has a policy on private streets that sidewalks have to be installed on at least one side of the street. However, there is an exception in the ordinance that a sidewalk may be waived by the City Council where there are unusual topographies, etc. A lot of the subdivision is built out and has steep terrain. Apparently the construction drawings showed sidewalks when approved, but the sidewalks were never built.

Gail Maxwell explained that when the preliminary plats were approved, there were no sidewalks. People within Stone Cliff do not want sidewalks. The HOA recommends the waiver of the sidewalk requirement and feels sidewalks are not necessary, especially in areas of steep terrain. The only sidewalks used are around the pool area.

Councilmember Pike commented he wondered about setting a precedent.

Mr. Maxwell reiterated there is an option in the ordinance for an applicant to present the option of not having a sidewalk.

Councilmember Almquist advised that the applicant has oversized the roads.

Mr. Maxwell replied that there is 37' of oiled road when only 28' is required.

City Attorney Shawn Guzman advised that if an exception is approved, it must be explained why. If the policy is to require sidewalks in a PD, someone else might want the same exception, and the City Council needs to be able to articulate why the exception was made in this case.

Gail Maxwell explained that the thing residents complained about most was the amount of walls and their height. They are not seen anymore because of the landscaping. Sidewalks would require less landscaping and then the walls would be seen more. He stated the areas where he is asking for sidewalk waivers are all on extreme slopes, anything over a 12% grade.

City Manager Gary Esplin commented that the hillside is creating the issue and residents are able to walk in the streets because they are so wide. These are the extenuating circumstances that would set this case apart from others.

Councilmember Hughes advised that the Planning Commission discussed the issue extensively and they were all okay with it because the roads in Stone Cliff are private roads, located within a private community.

MOTION: A motion was made by Councilmember Hughes to approve the sidewalk waiver request due to the unusual topographical conditions in Stone Cliff in Phases 10, 3, the upper part of 7, 1 and 8, with a map attached as an exhibit.

SECOND: The motion was seconded by Councilmember Bunker.

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

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for **Sage Meadows**, a 73 lot residential subdivision, zoning is R-1-10 and R-1-12, with double fronting lots, a 10' landscape strip and 6' privacy wall. A storm drain line will run along the east side. The exact alignment is still being worked out and may shift a little. Lot size averaging will be used on the R-1-12 portion. The applicant will be required to improve 25' of frontage with curb and gutter. There was a proposed walkway to the adjacent school, however, the School District has indicated they do not want an access there. There is a standing water problem along 3000 East that will need fill, and there is concern about what will happen to the ground water as part of this project. This will be addressed when the geotech

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report is submitted. He advised that the School District feels additional accesses to the school create safety issues.

Councilmember Hughes commented that this subdivision is being built next to an agricultural area and he inquired if something to this effect will be recorded with the plat.

Mr. Jenkins replied that a note will be included on the plat.

Councilmember Hughes commented that another concern is that there are just two entrances to the subdivision, and both are half roads at 25'.

Mr. Jenkins replied that this would be the case until the adjacent property owner developed and finished the other 25' of roadway.

City Manager Gary Esplin commented that the City cannot require the developer of this subdivision to install all of the 50' roadway. It is the property owners' responsibility to develop the roads adjacent to their projects.

MOTION: A motion was made by Councilmember Pike to approve the preliminary plat.

SECOND: The motion was seconded by Councilmember Hughes.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for **Meadow Park Phases 1 & 2**, a 49 lot subdivision zoned R-1-10 and RE-12.5. Again, the applicant had asked for an access to the school, but the School District does not want an access. Staff recommends approval subject to working out a storm drainage agreement. The storm drain area on the east side of Little Valley Road will be collected and directed to the Ft. Pierce.

City Manager Gary Esplin commented that the City needs to decide on a connection to River Road.

Councilmember Almquist commented he would like to see the school access corridor remain in place.

Councilmember Bunker inquired about "right to farm" signs.

City Manager Gary Esplin replied that he will follow up with Marc Mortensen on the signs. The School District would also have to grant access through its fence in order for the school access to remain open. He advised that he would meet with the School District on this issue.

MOTION: A motion was made by Councilmember Pike to approve the preliminary plat with the condition that a pedestrian access be made to the school property, if possible.

City Manager Gary Esplin advised that an answer will be obtained before final plat approval.

SECOND: The motion was seconded by Councilmember Bunker.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for **Cottam Cove**, a 96 lot residential subdivision zoned R-1-10. Density is 1.35 dwelling units per acre. Zone A which is hillside shall be dedicated to the City as "no disturb" area. Zone B shall have no habitable structures. The Parks Department has asked for an access to maintain the "no

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disturb" area, Lot 200 will be a detention basin. There will be a nice entrance feature and an island with landscaping and the applicant will form an HOA to maintain these areas. Staff recommends that the City not take over maintenance of the landscaping. The upper lots will not be graded until individual grading and drainage plans for each lot are submitted.

Councilmember Almquist inquired about an acceleration lane and deceleration lane.

Mr. Jenkins replied that the applicant plans on only a deceleration lane. There is a canal that collects drainage and waters Jim Cottam's property and it will be piped through the subdivision and then back to the open channel.

Councilmember Almquist inquired about any cuts on Lots 81-85.

Mr. Jenkins replied that a drainage area is being left open.

MOTION: A motion was made by Councilmember Bunker to approve the preliminary plat.

SECOND: The motion was seconded by Councilmember Pike subject to access to the portion being dedicated to the City.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for **Mulberry Estates Phases 3-5 and 7-9** on 31.76 acres with zoning of R-1-12 and RE-20. Density is 2.6 dwelling units per acre. The developer will set aside one lot in the northwest corner as a detention basin. When the future roadway and storm drainage system is built along the north side of the lots, the detention basin will no longer be needed and the lot will return to a residential lot. There is an equestrian trail on the west side and a 100' setback buffer from Rancho Verde Estates. The developer will be required to improve 3000 East and install a 10' landscape strip and privacy wall along 3000 East.

Councilmember Almquist inquired if the storm drain system would be large enough.

Mr. Jenkins replied it will be sized for a ten year storm. Staff will have to make sure the road can handle a 100 year storm and convey the drainage to the Ft. Pierce without flooding the lots. The equestrian trail will be graded flat to 20'.

MOTION: A motion was made by Councilmember Pike to approve the preliminary plat.

SECOND: The motion was seconded by Councilmember Almquist.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for the **Crimson Ridge Drive Church Subdivision** on 4.56 acres with zoning of A-1 and RE-20. The LDS Church purchased two separate parcels and merged them into one lot. However, the two parcels purchased by the Church were illegally split off from each original parcel, and the request is to clean this up and create a one lot subdivision for a church site.

MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat.

SECOND: The motion was seconded by Councilmember Almquist.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye

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Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for **Sun Valley Estates Phase 13** on 3.42 acres with zoning of R-1-10. Density is 1.75 dwelling units per acre. This subdivision will have double fronting lots along 3000 East which will require a privacy wall along 3000 East and a 10' landscape strip. There is a 10' master planned regional trail that will replace the sidewalk along 3000 East in this area. An agreement will be required for the storm drainage before final plat approval, and also for maintenance of the landscape strip before the subdivision can be recorded. The City will maintain the landscape strip.

Councilmember Bunker inquired if staff was aware of the Council's feeling with regard to the cohesive look of privacy walls and maintenance of landscaping strips.

Mr. Jenkins replied that staff will review plans for the landscape strip and make sure the walls are cohesive.

MOTION: A motion was made by Councilmember Pike to approve the preliminary plat.

SECOND: The motion was seconded by Councilmember Hughes.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING:

Public hearing on the proposed Annual Action Plan for FY 2013-2014 under the federal Community Development Block Grant (CDBG) Program.

Mayor McArthur opened the public hearing.

Brian Russo, Chairman of Coins for Kids, thanked the Mayor and City Council for approving funds for this organization.

Jay Maxfield, Director of the Dixie Care and Share, expressed appreciation for the support of the Mayor and City Council. He requested clarification, stating that the notice does not designate the Care and Share specifically, and he inquired about the intent of the City Council.

City Manager Gary Esplin replied that a site must first be determined, and approval of the funds is for the type of use.

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

LOT SPLIT:

Todd Jacobsen presented a request for a lot split at 415 South Dixie Drive. There is access to both parcels. The request has been reviewed and approved by the Joint Utility Commission and easements will be obtained around both parcels.

City Manager Gary Esplin commented that it was unfortunate the owner of the former Moore's Business Forms property has been financially unable to keep the parcel as one. There is some concern, however, how this property will develop since it is next to a City park.

MOTION: A motion was made by Councilmember Bunker to approve the lot split.

SECOND: The motion was seconded by Councilmember Almquist.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

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HILLSIDE DEVELOPMENT PERMIT:

Bob Nicholson presented a request for a hillside development permit on 3000 East Street between 1450 South and 1580 South for the proposed realignment of 3000 East. The realignment and widening will require the removal of a portion of an existing hillside located directly west of the project. The Planning Commission recommends approval. The request was also heard by the Hillside Review Board who could not approve it due to a technicality in the ordinance, but the hillside ordinance will not be violated and there is an appeal provision in the ordinance that can be granted for situation such as this.

City Attorney Shawn Guzman advised that the ordinance can be amended to include essential public projects that affect the entire community.

MOTION: A motion was made by Councilmember Pike to grant the hillside development permit.

SECOND: The motion was seconded by Councilmember Almquist.

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

- Councilmember Bunker - aye
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Councilmember Almquist commented that the master road plans shows a road off the top of Stone Cliff on the east side, and suggested that this road be eliminated due to the steep slope.

Jay Sandberg replied that this area is too steep and a road would be physically impossible in this area.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit for a car sales lot at 176 W. St. George Blvd. in a C-4 zone. Josh Williams, applicant.

Bob Nicholson explained this location was formerly used as a sales lot for off-road vehicles. Car sales are listed as a conditional use in the C-4 zone. The essential issue is getting landscaping in front of the business. The site is 3/4 of an acre and the building is 5,000 sq. ft. There are five display pads in the front area which were installed in 1998 before standards were adopted for display pads. The Planning Commission recommends approval subject to striping of the parking lot installation of signage, and that the front area be landscaped. They recommended that the display pads be considered as a legal non-conforming use. Findings are included in the packet.

MOTION: A motion was made by Councilmember Hughes to approve the conditional use permit subject to the recommendations of the Planning Commission.

SECOND: The motion was seconded by Councilmember Almquist.

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

- Councilmember Bunker - no
- Councilmember Almquist - aye
- Councilmember Nickle - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The motion carried.

AGREEMENT:

Consider approval of an agreement with Washington County for the Virgin River erosion project.

City Manager Gary Esplin explained that Washington County has been designated by the NRCS as the local sponsor for emergency work in the County. Because the work is within St. George City, the NRCS requires this agreement for matching funds from the City. This work is for an erosion project primarily for the bridge area by the new Maverick on 1450 South and River Road to protect the sewer and water lines. The project will probably begin in August because of environmental concerns.

Councilmember Almquist commented that a lake has formed in the area where mosquitos will breed and he inquired if there was a way to let the water drain from this area.

Jay Sandberg replied that he would speak to the County about it.

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MOTION: A motion was made by Councilmember Hughes to approve the agreement.
SECOND: The motion was seconded by Councilmember Almquist.
VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

APPOINTMENTS:
Appointments to boards and commissions of the City.

Mayor McArthur stated that the City Recorder will be retiring May 16, and he will be appointing Christina Fernandez as the new City Recorder at the May 16 City Council meeting.

APPROVAL OF MINUTES:
Consider approval of the minutes of the City Council meeting held April 4, 2013.

MOTION: A motion was made by Councilmember Bunker to approve the minutes as presented.
SECOND: The motion was seconded by Councilmember Pike.
VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Consider approval of the minutes of the City Council meeting held April 18, 2013.

MOTION: A motion was made by Councilmember Hughes to approve the minutes as presented.
SECOND: The motion was seconded by Councilmember Almquist.
VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Pike to adjourn to a closed session to discuss property sales.
SECOND: The motion was seconded by Councilmember Bunker.
VOTE: Mayor McArthur called for a roll call vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

MOTION: A motion was made by Councilmember Pike to reconvene and adjourn.
SECOND: The motion was seconded by Councilmember Nickle.
VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye

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Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Gay Cragun, City Recorder

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DRAFT



PLANS DRAWN BY K H TRAVELLER INC.

MARCH 11, 2013

STONE CLIFF SIDEWALKS PLAN

May
2013

SUMMARY APPRAISAL REPORT

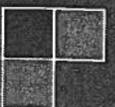
VALUATION ASSIGNMENT

*Impact on Value to Painter Motor Dealership
By Abandonment of 1700 South Street
St. George, UT 84790*

Prepared For:
Matthew Ence
Snow Jensen & Reece
912 W 1600 S
St. George, UT 84770



*By: Craig Morley, MAA
Morley & McConkie LC
May 15, 2013*





REAL ESTATE APPRAISERS AND CONSULTANTS

May 15, 2013

Matthew Ence
Snow Jensen & Reece
912 W 1600 S
St. George, UT 84770

RE: Impact on Value for property located at 1746 Blackridge
Dr, St. George by a proposed Road Abandonment of 1700
South Street, St. George, Utah 84770
Appraiser's File #13-120

Dear Mr. Ence

At your request, I have reviewed the plans by the City of St. George for the potential abandonment of 1700 South Street between Hilton Drive and Black Ridge Drive for the purpose of developing an opinion what, if any impact on market value would occur to the property located 1746 Blackridge Drive, St. George, Tax ID SG-6-3-1-1122.

The property that is the subject of this report consists of an auto dealership situated on the west hillside of Blackridge Drive according to Washington County contains ± 4.95 acres of land improved with a building that contains 29,131 sq. sf. that is designed for retail auto sales and service built in 2005.

There is an application by Stephen Wade Auto to abandon 1700 Street between Hilton Drive and Blackridge Drive where it intersects Blackridge Drive and extends west and dead ends west of the driveway to the "Painter" property. The purpose is to determine what if any impact in value abandonment of 1700 South Street would have on the Painter property. 1700 South Street is a secondary surface street with limited traffic between Hilton Drive and Blackridge Drive. The intersection at Blackridge Drive does not have a traffic light or any other traffic control at 1700 South and Black Ridge Drive.

Mr. Ence

May 15, 2013

Page 2

In my opinion, the proposed abandonment of 1700 South Street would adversely impact access to the "Painter" property and as such would impact the market value of the "Painter" land value from between 2% to 5%. The impact would be more significant if the site were situated on an intersection with a traffic light. Given the current configuration of the road the proposed abandonment would likely result in 1700 South Street west of Blackridge Drive not being extended as a primary access onto the hillside.

The intended user of this report is to be used by Patrick Painter and his legal representatives. The intended use is to assess the impact on the Painter property by the proposed road abandonment. This report is not intended for any other use or by any other users.

Sales History: The property was purchased by James L Painter e.at. February 24, 2010 from PBE Companies LLC for an undisclosed price. The property was then transferred to Patrick Painter et. al. March 2, 2010 for an undisclosed price. No sale or transfer of the property is reported since that time. The property is not currently listed for sale nor am I aware of any purchase agreement or pending contract associated with the subject property.

Scope of Work: The scope of this assignment is limited to determine if there is an impact on the market value of the "Painter" property abandoning 1700 South Street as described in this report. I relied on commercial lands sales that I have collected from the Greater St. George area and analyzed the impact of access on the value of the site to develop an opinion of what impact would occur to the Painter property by the loss of the access route.

Exposure Time is based on a typical market time of six to twelve months. Property Rights considered in this analysis are the fee simple value of the "Painter" property. Market value is defined in the addendum of this letter.

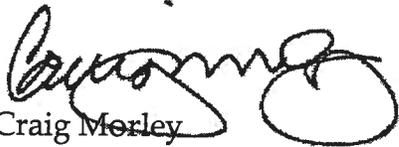
Data, information, and calculations leading to the opinion of value are incorporated in the report following this letter. The report, in its entirety including all assumptions and condition, is an integral part of, and is inseparable from, this letter.

The following report sets forth the most pertinent data gathered, the techniques employed and the reasoning leading to the opinion of value. This report analyses, opinions and conclusions were developed based on our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The report was prepared for and may be relied upon by the client and stated intended user only as set forth in the appraisal report. It is not intended for any other use or users other than those specified herein.

If we may be of further assistance in this matter, please feel free to contact us.

Respectfully submitted,
MORLEY & McCONKIE LC



Craig Morley
Certified General Real Estate Appraiser
Certificate #5451219-CG00 Expires 6/30/2015

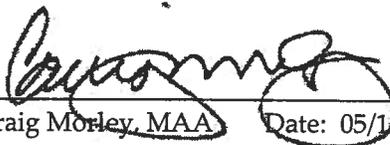
CM/sd

Enc.

CERTIFICATION OF THE APPRAISER

I certify to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no service, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*. Craig Morley has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Craig Morley, MAA Date: 05/18/2015
Utah Certification #5451219-CG00 6/30/2013

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and the property is marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and appraised as though free and clear, having responsible ownership and competent management.

2. We have examined the property related information described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.

3. We will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.

4. We have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, we have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. We will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. We obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that we believe to be true and correct.

ASSUMPTIONS AND LIMITING CONDITIONS (cont'd)

5. We will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.

6. The Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of assignment. The appraisers written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

DEFINITIONS

Assessed Value: The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. ‡

Cash Equivalency: The procedure in which the sale prices of comparable properties sold with atypical financing are adjusted to reflect typical market terms.

Contract, coupon, face, or nominal rent: The nominal rent payment specified in the lease contract. It does not reflect any offsets for free rent, unusual tenant improvement conditions, or other factors that may modify the effective rent payment.

Effective Rent: 1) The rental rate net of financial concessions such as periods of no rent during a lease term; may be calculated on a discounted basis, reflecting the time value of money, or on a simple, straight-line basis. ‡ 2) The economic rent paid by the lessee when normalized to account for financial concessions, such as escalation clauses, and other factors. Contract, or normal, rents must be converted to effective rents to form a consistent basis of comparison between comparables.

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. ‡

Floor Area Ratio: (FAR) The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area; also called *building-to-land ratio*. ‡

Full Service Lease: A lease in which rent covers all operating expenses. Typically, full service leases are combined with an *expense stop*, the expense level covered by the contract lease payment. Increases in expenses above the expense stop level are passed through to the tenant and are known as *expense pass throughs*.

Going-Concern Value: 1) The market value of all tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern*. 2) The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going-concern value when it exists and is recognizable. ‡

Gross Building Area (GBA): The sum of all areas at each floor as measured to the exterior walls.

Insurable Value: A type of value for insurance purposes. ‡

Investment Value: The value of a property interest to a particular investor or class or investors based on the investors specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. ‡

Leased Fee Interest: A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).‡

Leasehold Interest: The tenant's possessory interest in the leased property. ‡

Load Factor: The amount added to usable area to calculate the rentable area. It is also referred to as a "rentable add-on factor" which, according to BOMA, "is computed by dividing the difference between the usable square footage and rentable square footage by the amount of the usable area. Convert the figure into a percentage by multiplying by 100.

Market Value "As If Complete" On The Appraisal Date: Market value as if complete on the appraisal date is an estimate of the market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value "As Is" On The Appraisal Date: Market value "as is" on the appraisal date is an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of appraisal.

Market Value: Market value is one of the central concepts of the appraisal practice. Market value is differentiated from other types of value in that it is created by the collective patterns of the market. Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1) A reasonable time is allowed for exposure in the open market; 2) Both parties are well informed or well advised, and acting in what they consider their own best interests; 3) Buyer and seller are typically motivated; 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.§

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. ‡

Net Lease: Lease in which all or some of the operating expenses are paid directly by the tenant. The landlord never takes possession of the expense payment. In a *Triple Net Lease* all operating expenses are the responsibility of the tenant, including property taxes, insurance, interior maintenance, and other miscellaneous expenses. However, management fees and exterior maintenance are often the responsibility of the lessor in a triple net lease. A *modified net lease* is one in which some expenses are paid separately by the tenant and some are included in the rent.

Net Rentable Area: (NRA) 1) The area on which rent is computed. 2) The Rentable Area of a floor shall be computed by measuring to the inside finished surface of the dominant portion of the

permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. Include space such as mechanical room, janitorial room, restrooms, and lobby of the floor. *

Prospective future value “upon completion of Construction”: Prospective future value “upon completion of construction” is the prospective value of a property on the future date that construction is completed, based upon market conditions forecast to exist, as of that completion date. The value estimate at this stage is stated in current dollars unless otherwise indicated.

Prospective Future Value “Upon Reaching

Stabilized Occupancy”: Prospective future value “upon reaching stabilized occupancy” is the prospective value of a property at a future point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. The value estimate at this stage is stated in current dollars unless otherwise indicated.

Exposure Time 1) the time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. ††

Shell Space: Space which has not had any interior finishing installed, including even basic improvements such as ceilings and interior walls, as well as partitions, floor coverings, wall coverings, etc.

Usable Area: 1) The area actually used by individual tenants. 2) The Usable Area of an office is computed by measuring to the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Excludes areas such as mechanical rooms, janitorial room, restrooms, lobby, and any major vertical penetrations of a multi-tenant floor. *

Use Value: In real estate appraisal, the value a specific property has for a specific use; may be the highest and best use of the property or some other use specified as a condition of the appraisal. ‡

Value Appraised: During the real estate development process, a property typically progresses from a state of unimproved land to construction of improvements to stabilized occupancy. In general, the market value associated with the property increases during these stages of development. After reaching stabilized occupancy, ongoing forces affect the property during its life, including a physical wear and tear, changing market conditions, etc. These factors continually influence the property’s market value at any given point in time.

‡ *The Dictionary of Real Estate Appraisal*, Fifth Edition, 2010.

§ The office of the Comptroller of the Currency, 12 CFR Part 34, Subpart C, §34.42(f), August 24, 1990. This definition is compatible with the definition of market value contained in *The Dictionary of Real Estate Appraisal*, Fifth Edition, and the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of The Appraisal Foundation, 1992 edition. This definition is also compatible with the OTS, RTC, FDIC, NCUA, and the Board of Governors of the Federal Reserve System definition of market value.

* 1990 BOMA Experience Exchange Report,

Income/Expense Analysis for Office Buildings (Building Owners and Managers Association, 1990)

†† *Statement on Appraisal Standard No. 6*, Appraisal Standards Board of The Appraisal Foundation, September 19, 1992.

ADDITIONAL SUPPORTING DOCUMENTATION AND EXHIBITS

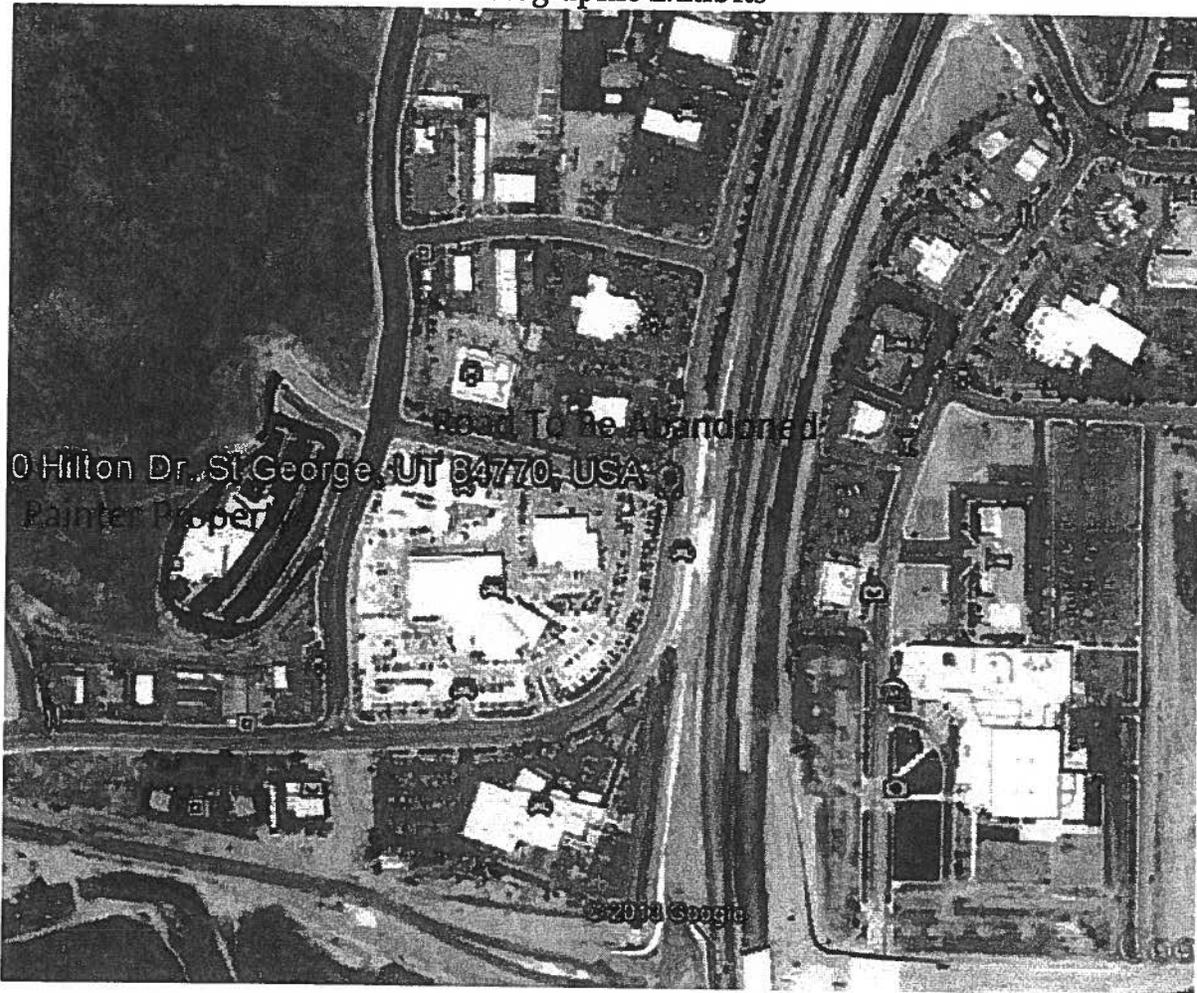
Photographs/Exhibits

Tax/Legal Description

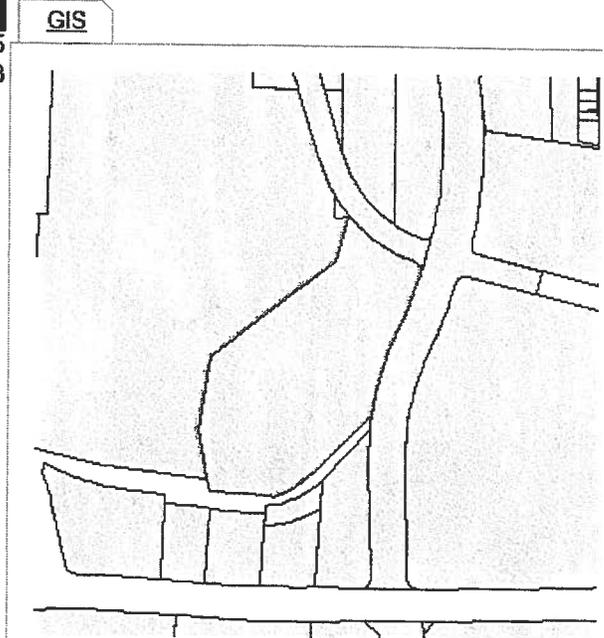
Comparable Sales Data & Analysis

Appraiser(s) Qualifications

Photographic Exhibits



Tax Year	Taxes
2012	\$35,495.35
2011	\$34,857.23



Legal Description

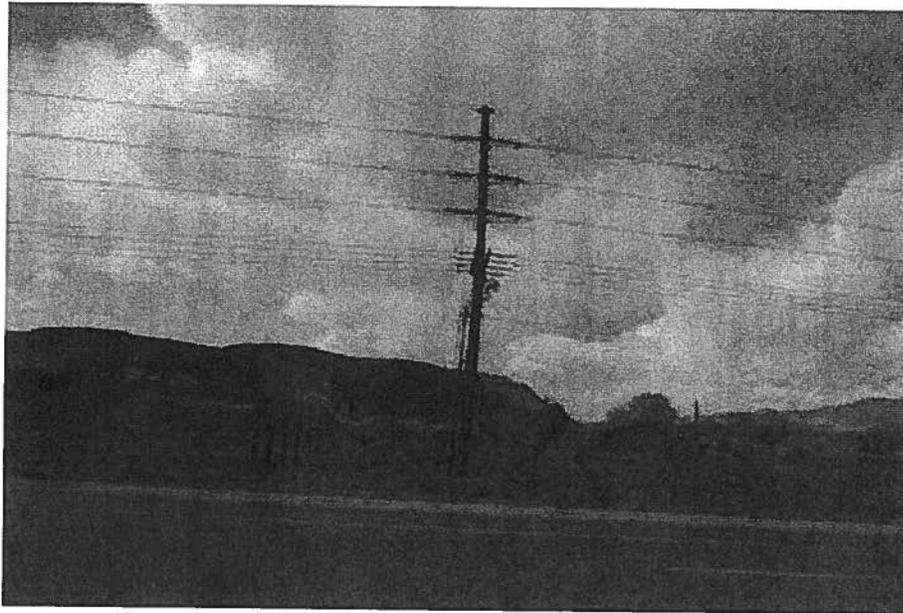
BEG SWLY R/W/L AIRPORT RD BEING S0*47'55 W 506.24 FT ALG SEC/L & W 773.13 FT FM NE COR SEC 1 T43S R16W POB BEING ON 380 FT RAD CUR LFT (RAD PT BEARS N51*37'25 E); TH 214.58 FT ALG ARC CUR THRU CTL ANG 32*21'16" TO PT RVSE CUR 20.00 FT RAD RVSE CUR RGT; TH 30.90 FT ALG ARC TO PT RVSE CUR THRU CTL ANG 88*31'40" TO W R/W/L BLACK RIDGE DR; TH S17*47'49 W 51.53 FT TO PT CURV 550 FT RAD CUR RGT; TH 85.32 FT ALG ARC CUR THRU CTL ANG 08*53'17" TO PT RVSE CUR 721.24 FT RAD RVSE CUR LFT; TH 228.21 FT ALG ARC RVSE CUR THRU CTL ANG 18*07'44"; TH S34*18'39 W 179.63 FT TO PT CURV 206 FT RAD CUR RGT; TH 221.52 FT ALG ARC CUR THRU CTL ANG 61*36'41"; TH N84*04'41 W 105.43 FT; TH N09*06'27 W 161.21 FT; TH N08*55'52 E 176.65 FT; TH N48*02'50 E 254.56 FT; TH N54*14'47 E 122.33 FT; TH N15*11'09 E 148.45 FT TO POB.

SALES COMPARISON APPROACH

Methodology

In the Sales Comparison Approach, sales of properties comparable to the subject are gathered and analyzed. The sales prices are adjusted for time, location, physical characteristics and other relevant variations. The prices are adjusted to some common unit of comparison, such as the price per unit or price per square foot. This information is analyzed and a unit value applicable to the subject property is derived. When applied to the appropriate unit of measure, the result is an estimate of the market value of the subject property.

In this case five commercial land sales are selected and analyzed to reflect the impact on value based on location, access and exposure.

LAND SALE NO. 1

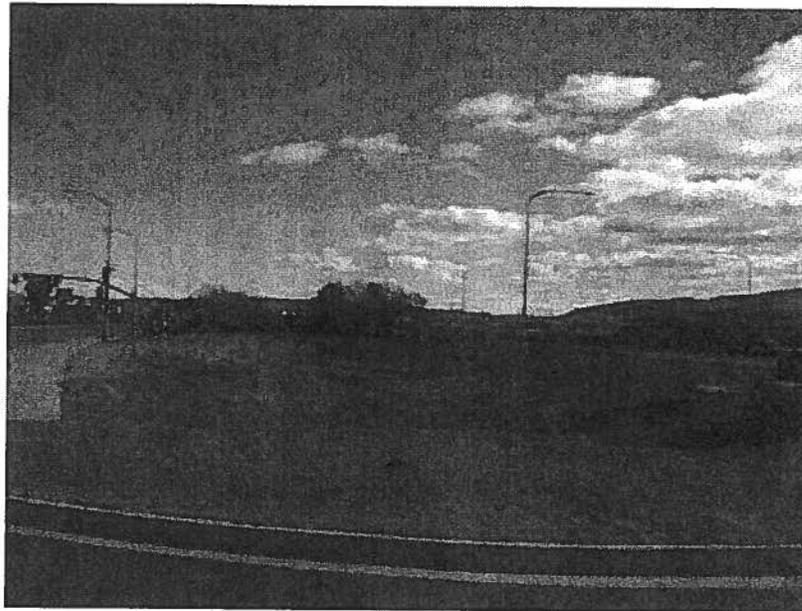
Property Name	Honda Dealership Property
Address	1700 E Red Hills Parkway
City	Saint George
State	Utah
Tax Parcel No.	SGM-6-4-1
Seller	JTD LEE LLC & Kevin Wilkinson
Buyer	SMITH PAYNE INV LLC
Date of Sale	02-04-2013
Confirmation	Kevin Wilkinson/RE/MAX First Realty
Sale Price	\$485,000
Adjustments \$	\$0
Adjusted Sale Price	\$485,000
Site Size	63,162 SF 1.450 acres
Frontage (Feet)	320.00
Per Unit Price	\$7.68 per SF, \$334,483 per acre, \$1,515.62 per F.F.
Topography	Level
Access	Corner
In Flood Plain?	No 49053C 1301G
Zoning Code	C-2 Highway Commercial

Property Remarks

This property is located at the northwest corner of 1700 E and Red Hills Parkway. The property has good exposure from the I-15 freeway and is accessible by way of Red Hills Parkway. This property was listed on 4/22/2008 for \$1,070,000 and continually lowered down to \$550,000 on 4/30/2012 and sold for the indicated sales price on 2/04/2013.

Comp ID No. 1831

LAND SALE NO. 2



Property Name Dixie Drive Interchange
Address Hilton Drive and Indian Hills Drive
City St. George
State Utah
Tax Parcel No. SG-5-2-31-33312 & SG-6-3-1-123
Seller Ronald Thompson Trust
Buyer Smith Payne Investments LLC
Date of Sale 12-12-2012
Confirmation Neil Walter
Sale Price \$725,000
Adjustments \$ \$0
Adjusted Sale Price \$725,000
Site Size 69,696 SF 1.600 acres
Per Unit Price \$10.40 per SF, \$453,125 per acre, per F.F.
Topography Level/Hilly
Access Off Hilton Drive
Zoning Code PD Commercial

Property Remarks

Property is a wedged shape parcel with extensive frontage on Dixie Drive and Hilton Drive. The property is also located at the signal lights at the west corner and at the intersection of Hilton Drive and Indian Hills Drive

Comp ID No. 1798

LAND SALE NO. 3



land 975

Property Name	PD Commercial Land
Address	300 South 1120 East
City	St. George
State	Utah
Tax Parcel No.	SG-1729-A-1-A-1
Seller	LUSTIG MARTIN J & LANA B TRS
Buyer	KSBS LLC
Date of Sale	02-23-2012
Confirmation	Listing Agent (435)632-1290 8/29/2011
Sale Price	\$530,000
Adjustments \$	\$0
Adjusted Sale Price	\$530,000
Site Size	52,272 SF 1.200 acres
Per Unit Price	\$10.14 per SF, \$441,667 per acre, per F.F.
Zoning Code	PD Commercial PD Commercial

Property Remarks

The buyer's agent Fred Kebler indicated that he could not disclose the pending price on the property. According to the sellers listing agent, the property under contract consists of 1.2 acres from a larger 2.0 acre parcel. The property went under contract in the 3rd week of August 2011 and closed on February 23, 2012. The property is situated well below street grade of the I-15 freeway and is at street grade of both 200 south and 300 south.

Comp ID No. 1265

LAND SALE NO. 4

Property Name Festival Plaza Out Parcel
Address 900 N 3050 E
City St George
State Utah
Tax Parcel No. SG-MCCC-1-E
Seller Southern Utah Pizza Service
Buyer JW Holdings Properties LLC
Date of Sale 10-10-2011
Confirmation Jacob Cox / Commerce (435)673-7111 6/7/2012
Sale Price \$480,000
Adjustments \$ \$0
Adjusted Sale Price \$480,000
Site Size 30,492 SF 0.700 acres
Per Unit Price \$15.74 per SF, \$685,714 per acre, per F.F.
Zoning Code C-3 General Commercial

Property Remarks

This is an out pad at the Festival Plaza and has extensive frontage along 3050 East. Jacob (the listing agent) indicated that the buyers plan on building a restaurant on the property.

Comp ID No. 1306

LAND SALE NO. 5

Property Name Sout
Address 2200 East Riverside Drive
City St George
State Utah
Tax Parcel No. SG-DINO-1-1
Seller Dinosaur Crossing LLC
Buyer LDS CORP OF PRES OF CHURCH
Date of Sale 08-18-2011
Confirmation Southern Utah Title (435)628-0404 4/9/2012
Sale Price \$1,617,280
Adjustments \$ \$0
Adjusted Sale Price \$1,617,280
Site Size 251,777 SF 5.780 acres
Per Unit Price \$6.42 per SF, \$279,806 per acre, per F.F.
Zoning Code Master Planned - Business Park BP

Property Remarks

According to the City of St. George zoning map, this property is zoned R-1-10. The property is situated adjacent to existing Planned Development Commercial property and is master planned for Business Professional/Administrative Professional.

Comp ID No. 1298

SUMMARY OF SALES

	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
Location	1700 E Red Hills PK	Dixie Drive Inter	300 S 1200 E	Festival Plaza	2200 E Riverside Dr.
Date	13-Feb	12-Feb	12-Feb	11-Oct	11-Aug
Price	\$485,000	\$725,000	\$530,000	\$480,000	\$1,617,280
Price/SF	\$7.68	\$10.40	\$10.14	\$15.74	\$6.42

ANALYSIS

Sale 1 is located on a freeway frontage road with freeway exposure, but situated on a secondary corner with limited direct traffic.

Sale 2 is located on a secondary corner with improving traffic exposure, but with no freeway visibility and some distance off the freeway interchange.

Sale 3 has good freeway exposure near existing commercial development, but with limited direct access from commercial surface streets.

Sale 4 is located on an out pad in a small non-anchored commercial plaza near the Washington Freeway Interchange with good access and exposure.

Sale 5 is a commercial parcel of land south of Riverside Drive with no direct access or exposure to commercial traffic with a single dead end access point to the property.

CONCLUSION

It is clear from the sales data that location, access and exposure have a profound access on the price that buyers will pay for commercial land. In the case of the subject, the property is located on a hillside with some visibility from area traffic, but access is via secondary surface streets. Recent road reconfigurations have further diverted traffic from both Hilton Drive and Blackridge Drive with the access point to the subject being off from a dead end on 1700 South Street that extends west up the hill with the drive extending off from the current dead end leg of 1700 South Street. In my opinion the loss of 1700 South Street will further inhibit visibility and access to the Painter property and adversely impact value, but not in a significant way. I believe the loss of 1700 South Street between Hilton Drive and Blackridge Drive would diminish the value of the "Painter" site in the range of two to five percent.

APPRAISERS' QUALIFICATIONS

CRAIG MORLEY

Morley & McConkie, LC
393 East Riverside Drive Ste 102
St. George, Utah 84790

PROFESSIONAL DESIGNATIONS

S/CRPA #1518 (Senior Certified Real Property Appraiser)
National Association of Real Property Appraisers
Certified General Appraiser with Licenses in Utah and Nevada

OTHER

Appraisal Institute Associate Member
Served as chairman for the Southern Utah Chapter of the Appraisal Institute for three terms
Currently serving as chairman of the Utah Division of Real Estate Appraisal Standards Board
Continuing Education Instructor for the Utah Appraisers Association

EDUCATION

Brigham Young University 1979-1982
Major in Finance
Extra Major Skill in Economics
Graduate of Lambert Real Estate School

**COMPLETED
COURSES
RELATED TO
REAL ESTATE
APPRAISING**

Economics 110, Introduction to Economics – Fall, 1979
Economics 300, Macro Economics – Fall, 1980
Economics 301, Micro Economics – Spring 1981
Economics 487, Quantative Methods & Models – Fall 1982
Statistics 222, Business Statistics – Fall 1980
Accounting 232, Business Mathematics – Spring 1980
Accounting 202, Cost Accounting – Fall 1980
Accounting 201, Financial Accounting – Spring 1980
Accounting 242, Business Law – Fall 1981
Business Management 401, Finance – Fall 1981
Business Management 301, Finance – Spring 1981
Business Management 341, Marketing – Spring 1981
Business Management 405, Banking – Fall 1982
Business Management 410, Investments – Fall 1982
Business Management 413, Real Estate Principles –
Spring 1982
Ag. Economics, Real Estate Appraising – Spring 1982
Computer Science 132, 133, 141 – 1981-82

PARTIAL LIST OF CONTINUING EDUCATION COURSES

St. George Symposium: Water Valuation, Smart Buildings, Local Economic Issues, Market Derived Adjustments, Cutting Edge Issues and Complex Residential Assignments	03/24/2000	UCAI
Future Focus: Report on Residential Appraisal Trends	12/01/2000	UCAI
Case Studies in Law & Ethics For Appraisers	12/01/2000	UCAI
Standards of Professional Practice, Part A (USPAP)	06/07/2001	UCAI
Property Flipping and Predatory Lending Seminar	10/18/2001	NRED
Case Studies in Commercial Highest & Best Use	11/02/2001	UCAI
Case Studies in Residential Highest & Best Use	11/03/2001	UCAI
#303 Loan Fraud and the Misleading Appraisal Report	10/15/2002	UCAI
National USPAP Update	02/01/2003	MCKI
Residential Construction	02/04/2003	MCKI
Loss Prevention Program for Real Estate Appraisers	04/22/2003	LIA
St. George Symposium: Loss Prevention, Technical Themes for Rural appraisals, State Rules for Supervising Appraisers, New Code of Professional Ethics of the Appraisal Institute	03/29/2003	UCAI
Appraising for FHA	11/07/2003	DHUD
Online Valuation of Detrimental Conditions in Real Estate	02/01/2004	AI
Online Internet Search Strategies for R.E. Appraisers	02/04/2004	AI
Appraising for FHA	11/07/2004	DHUD
National USPAP Update Equivalent	02/24/2005	MCKI
The Professional's Guide to the Uniform Residential Appraisal Report Seminar	06/29/2005	LVCAI
Appraising for FHA-HUD	12/02/2005	UAA
Online Appraising form Blueprints & Specifications	02/03/2006	AI
Appraising for FHA-HUD	02/16/2006	UAA
National UAPAP Update Course	05/05/2006	UAA
Protections and Compensation for the value of Signage Under Federal law	10/06/2006	LIRES
Appraising REO and Foreclosure Properties	03/10/2007	MCKI
7 Hour National USPAP Course	11/12/2007	AI
St George Symposium	04/12/2008	UCAI
7 Hour National USPAP Course	03/15/2008	AI
Utah Appraiser Experience Review Committee Seminar	10/22/2008	UDRE
St. George Symposium (Subdivision Valuation Course)	03/28/2009	UCAI
Business Practices & Ethics	05/12/2009	AI
Feasibility, Market Value, Investment	05/07/2010	AI
7-Hour National USPAP Course	01/11/2010	AI
Appraising FHA Today	01/16/2010	AI

<i>*Utah Chapter of the Appraisal Institute</i>	UCAI
<i>*Nevada Real Estate Division</i>	NRED
<i>*Utah Division of Real Estate</i>	UDRE
<i>*McKissock, Inc.</i>	MCKI
<i>*Liability Insurance Administrators</i>	LIA
<i>*Division of Housing and Urban Development</i>	DHUD
<i>*Appraisal Institute</i>	AI
<i>*Utah Association for Appraisers</i>	UAA
<i>*Lied Institute for Real Estate Studies</i>	LIRES
<i>*Las Vegas Chapter of the Appraisal Institute</i>	LVCAI

ACCREDITATIONS

National Association of Realtors
Utah Association of Realtors
Washington County Board of Realtors
FHA Certified and Approved
Expert Witness in U.S. District Court
Member of the Utah Chapter of Appraisal Institute
Chairman of the Southern Chapter of Appraisal Institute
Co-Owner of Morley & McConkie, LC

EMPLOYMENT

Experience appraising most types of real property including raw land, improved properties, single family residential, high density residential, commercial and industrial properties. Feasibility studies and market surveys.

Real estate marketing, licensed with Bushnell Real Estate in Provo, Utah

General Contractor, construction of most types of structures. Involved primarily With bidding and job costing. Journeyman mason

EMPLOYMENT SUMMARY

M-13 Construction 8/78-1/81
Bushnell Real Estate, Inc. 1/81-1/83
Investment Systems Consultants 1/83-3/85
Blake, Ence & Morley Appraisal Service 3/85-1/92
Morley & McConkie Appraisal Services 1/92-Present

PARTIAL LIST OF CLIENTELE

Heritage Savings Bank	Wells Fargo Bank
Zions First National Bank	Southland Corporation
Quality Mortgage USA	Continental Finance
Sun First Bank	IMC
Utah Valley Bank	Washington Mutual
Valley Bank of Nevada	The Associates Finance
Clark county Credit Union	State of Utah
St. George City	Medallion Mortgage
Washington City	LSI Services, Inc.
L.D.S. Church	Crestar Mortgage Capital Corp.
State Bank of Southern Utah	Headlands Mortgage Co.
St. George Federal Credit Union	Desert Valley Mortgage
Republic Mortgage	Chemical Financial Services Corp.
Beehive Credit Union	Long Beach Mortgage
American Federal Mortgage	United Savings Bank
SGI Mortgage	G.F. Hansen Loan Quality, Inc.
Utah Housing Finance Agency	Norwest Mortgage, Inc.
Richards Woodbury Mortgage	Mortgage Service America Co.
First Interstate Bank	Westgate Mortgage
Far West Bank	Bank One
Federal Housing Administration	Numerous developers, attorneys
Chase Manhattan Bank	And individuals

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
ACTIVE LICENSE**

DATE ISSUED:	04/30/2013	
EXPIRATION DATE:	04/30/2015	
LICENSE NUMBER:	5451219-CG10	
LICENSE TYPE:	Certified General Appraiser	
ISSUED TO:	CRAIG MORLEY 393 E RIVERSIDE DR STE 102 SAINT GEORGE UT 84799	

[Signature]
REAL ESTATE DIVISION DIRECTOR

APPRAISER CERTIFICATE

**STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION**

NOT TRANSFERABLE REAL ESTATE DIVISION NOT TRANSFERABLE

This is to Certify That: **CRAIG MORLEY** Certificate Number: A-0013469-CG

is duly authorized to act as a **CERTIFIED GENERAL APPRAISER** from the issue date to the expiration date of the business address stated here in, unless the certificate is annulled, rescinded, withdrawn, or invalidated.

Issue Date: **December 27, 2011** Expiration Date: **January 31, 2014**

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 642C of the Nevada Revised Statutes, has caused this Certificate to be issued with its legal printed version. This certificate must be conspicuously displayed in place of business.

FOR: **MORLEY & MCCONKIE LC** REAL ESTATE DIVISION
393 E RIVERSIDE DR STE 102
ST GEORGE, UT 84799

CHAD J ANDERSON
Director



**STATE OF ARIZONA
BOARD OF APPRAISAL**

BE IT KNOWN THAT
CRAIG MORLEY
HAS MET ALL THE REQUIREMENTS AS A
Certified General Real Estate Appraiser



2011
EXPIRES 01/31/14
December 21, 2014

[Signature]
12/21/2014

Title 10 Utah Municipal Code

Chapter 9a Municipal Land Use, Development, and Management Act

Section 609.5 Vacating a street, right-of-way, or easement.

10-9a-609.5. Vacating a street, right-of-way, or easement.

(1) A petition to vacate some or all of a public street, right-of-way, or easement shall include:

(a) the name and address of each owner of record of land that is:

(i) adjacent to the public street, right-of-way, or easement; or

(ii) accessed exclusively by or within 300 feet of the public street, right-of-way, or easement; and

(b) the signature of each owner under Subsection (1)(a) who consents to the vacation.

(2) If a petition is submitted containing a request to vacate some or all of a street, right-of-way, or easement, the legislative body shall hold a public hearing in accordance with Section 10-9a-208 and determine whether:

(a) good cause exists for the vacation; and

(b) the public interest or any person will be materially injured by the proposed vacation.

(3) The legislative body may adopt an ordinance granting a petition to vacate some or all of a public street, right-of-way, or easement if the legislative body finds that:

(a) good cause exists for the vacation; and

(b) neither the public interest nor any person will be materially injured by the vacation.

(4) If the legislative body adopts an ordinance vacating some or all of a public street, right-of-way, or easement, the legislative body shall ensure that one or both of the following is recorded in the office of the recorder of the county in which the land is located:

(a) a plat reflecting the vacation; or

(b) an ordinance described in Subsection (3).

(5) The action of the legislative body vacating some or all of a street, right-of-way, or easement that has been dedicated to public use:

(a) operates to the extent to which it is vacated, upon the effective date of the recorded plat, as a revocation of the acceptance of and the relinquishment of the municipality's fee in the vacated street, right-of-way, or easement; and

(b) may not be construed to impair:

(i) any right-of-way or easement of any lot owner; or

(ii) the franchise rights of any public utility.

Amended by Chapter 381, 2010 General Session

1

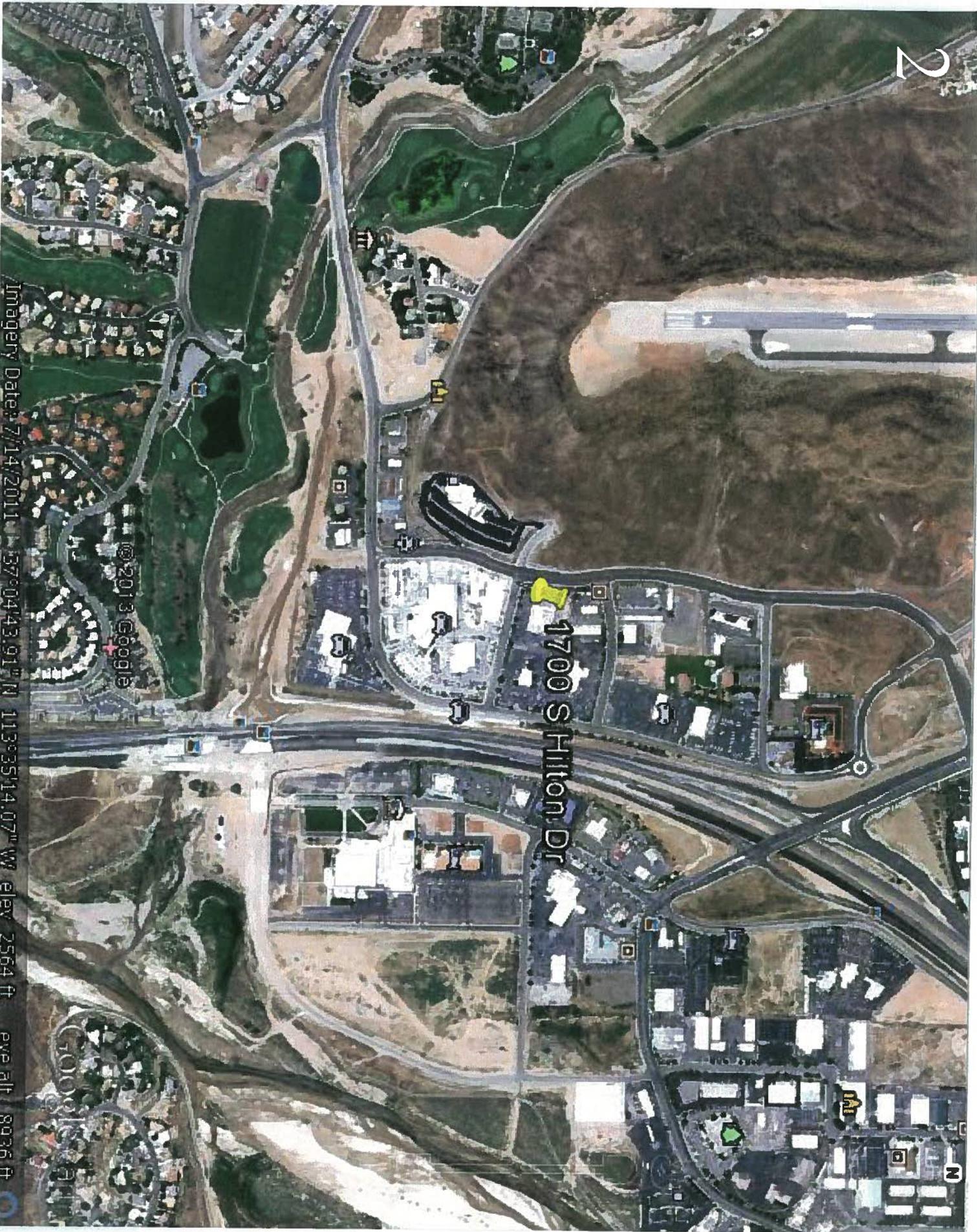
00 Hilton Dr, St George, UT 84770, USA

© 2013 Google

Imagery Date: 7/14/2011 37°04'44.12" N 113°05'07.76" W elev 2559 ft eye alt 5840 ft

Google Earth

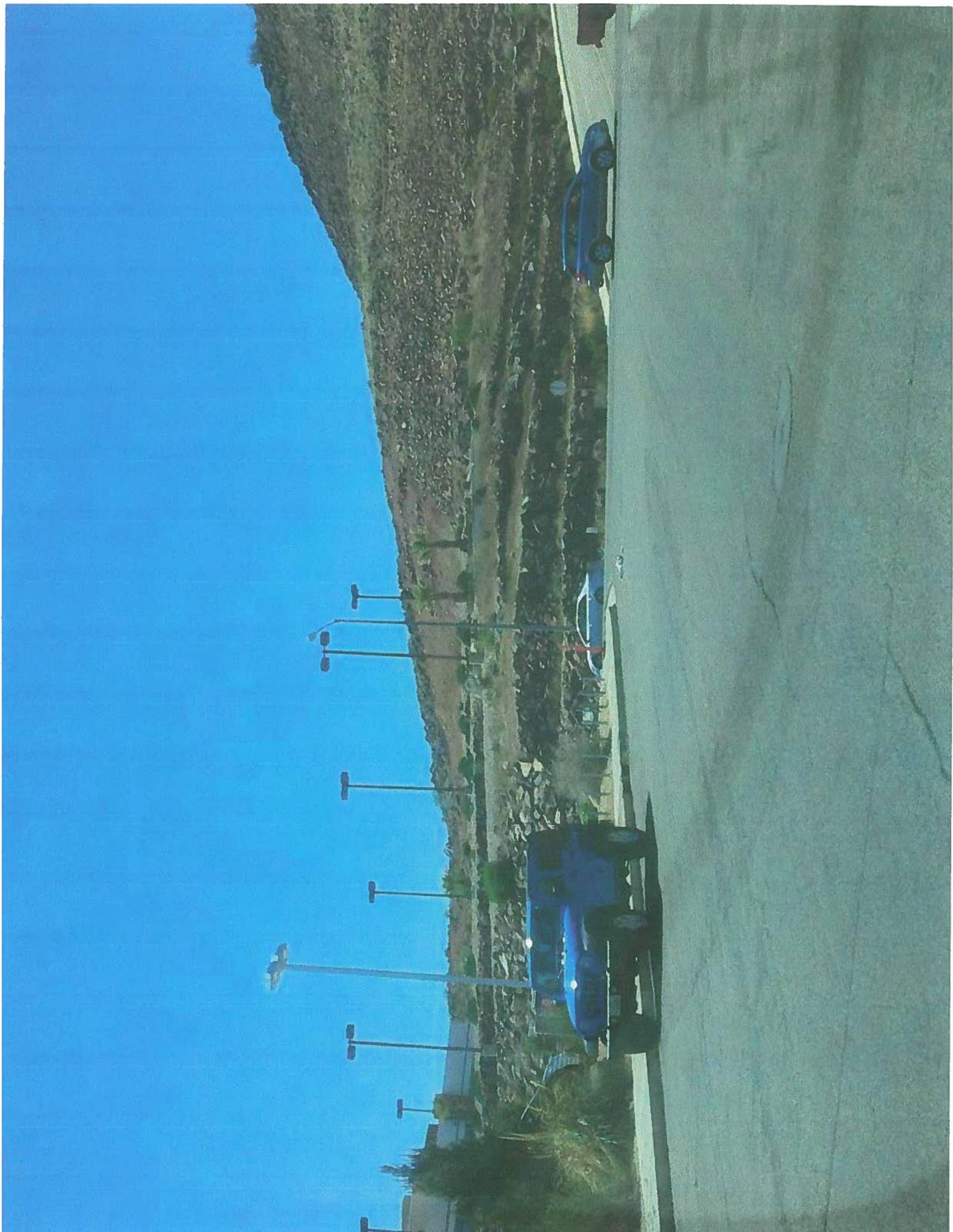




1700 SHILTON DR

© 2013 Google

Imagery Date: 7/14/2011 137°04'43.91" N 113°35'14.07" W elev 2564 ft eye alt 8936 ft





L.R. POPE ENGINEERING INC
1240 E 100 South, Ste 15B
St. George, Utah 84790
435-628-1676

March 25, 2013

Re: Road Abandonment of 1700 South Street

The purpose of the public roadway abandonment of 1700 South Street between Black Ridge Drive and Hilton Drive is to allow the construction of a New Nissan Dealership between the existing Nissan Dealership and the existing Toyota Dealership. The property on both sides of the street is owned by Stephen Wade even though it is vested in three different entities. This will also allow better circulation between the dealerships.

Sincerely:



L. Ried Pope, PE, PLS
Agent for Stephen Wade

L.R. POPE ENGINEERING INC
1240 E 100 South, Ste 15B
St. George, Utah 84790
435-628-1676

March 25, 2013

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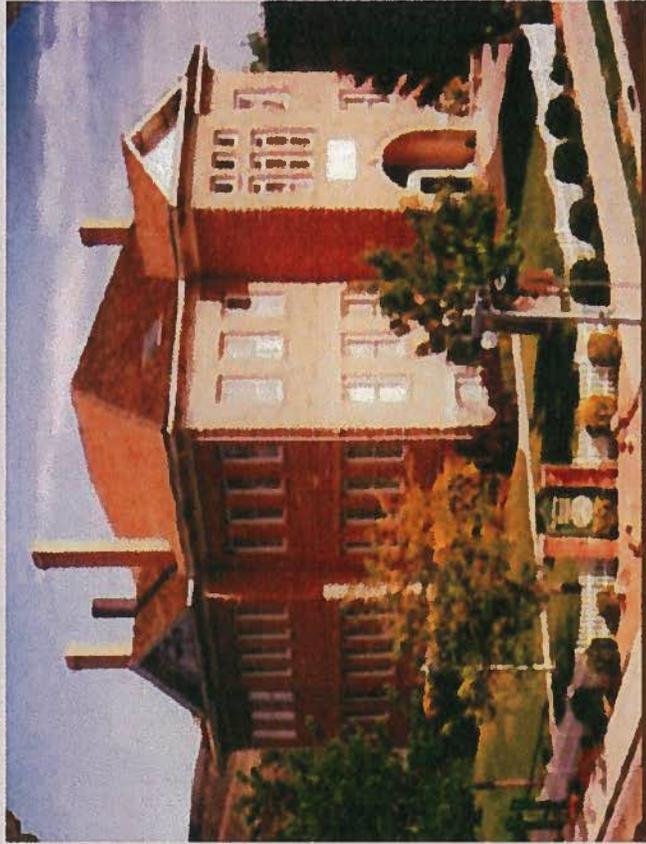
Sincerely;



L. Ried Pope, PE, PLS
Agent for Stephen Wade

ST GEORGE CHILDRENS MUSEUM

discover imagine create!





Baa Baa Black Sheep

Baa baa, black sheep,

Have you any wool?

Yes, sir, yes, sir,

Three bags full.

One for the master,

And one for the dame,

And one for the little boy

Who lives down the lane.



Touch & Feel

Cow	Sheep	Chicken

Little Boy Blue

Little Boy Blue came blow your horn,

The sheep in the meadow the cows in the corn.

But where's the boy who looks after the sheep?

He's under a haystack fast asleep.

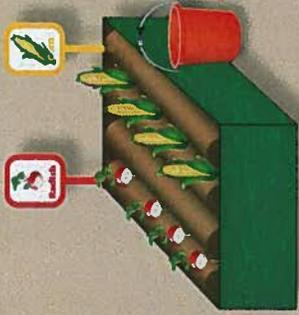
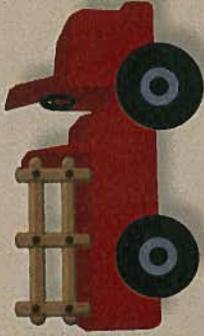
Will you wake him? No, not I - for if I do, his sure to cry.

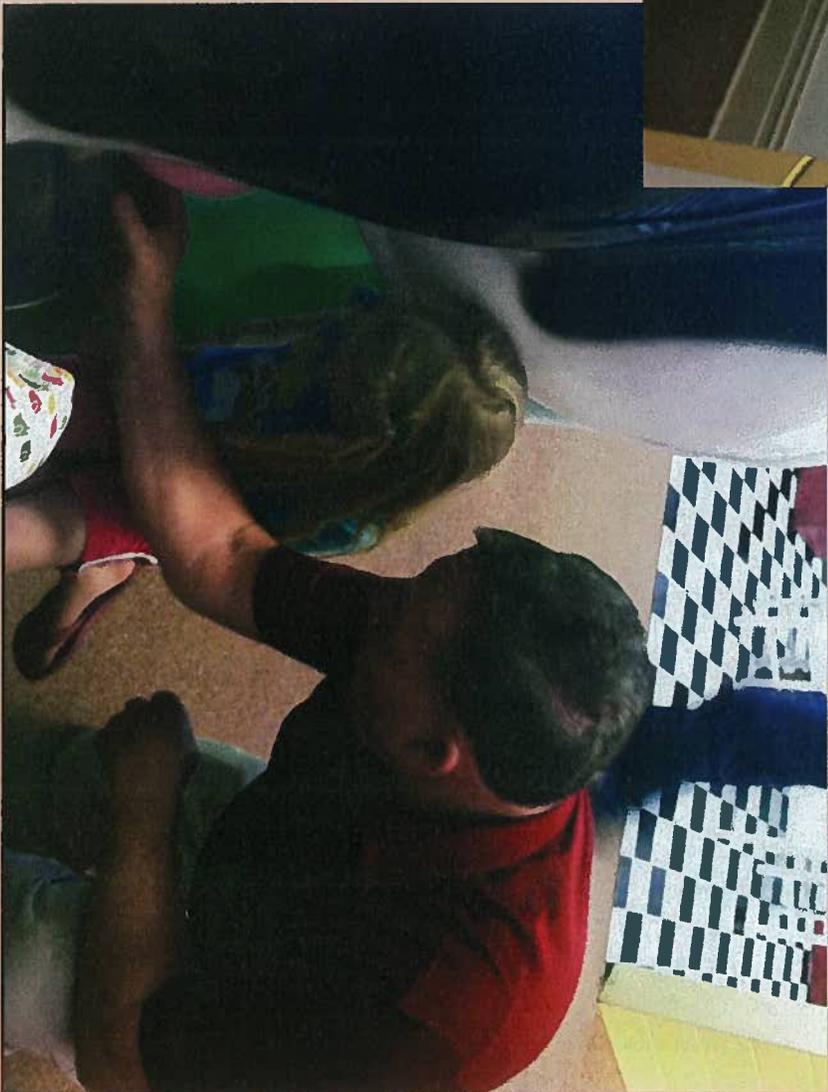


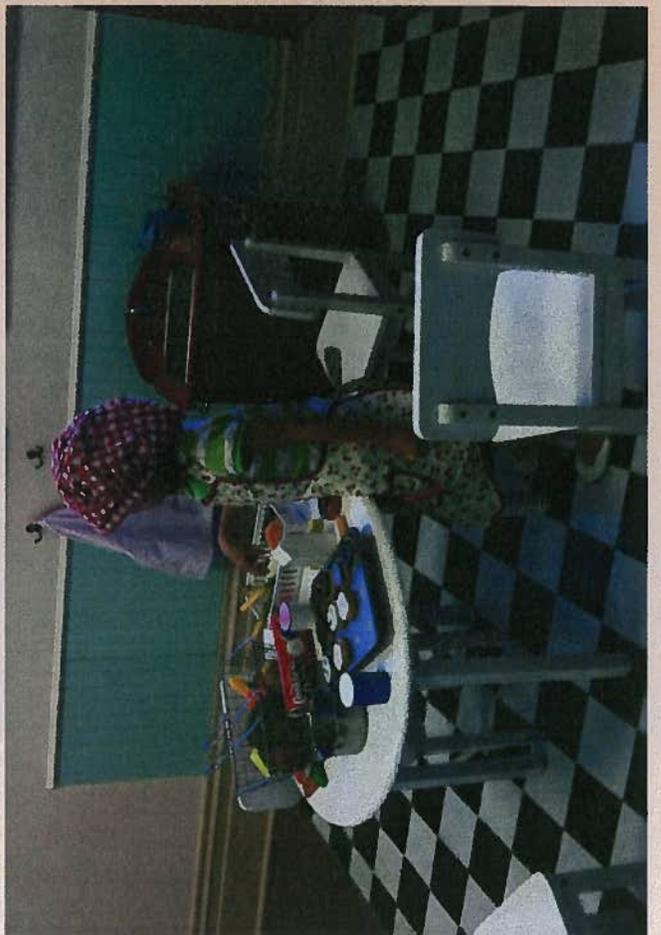
Feed the Pig

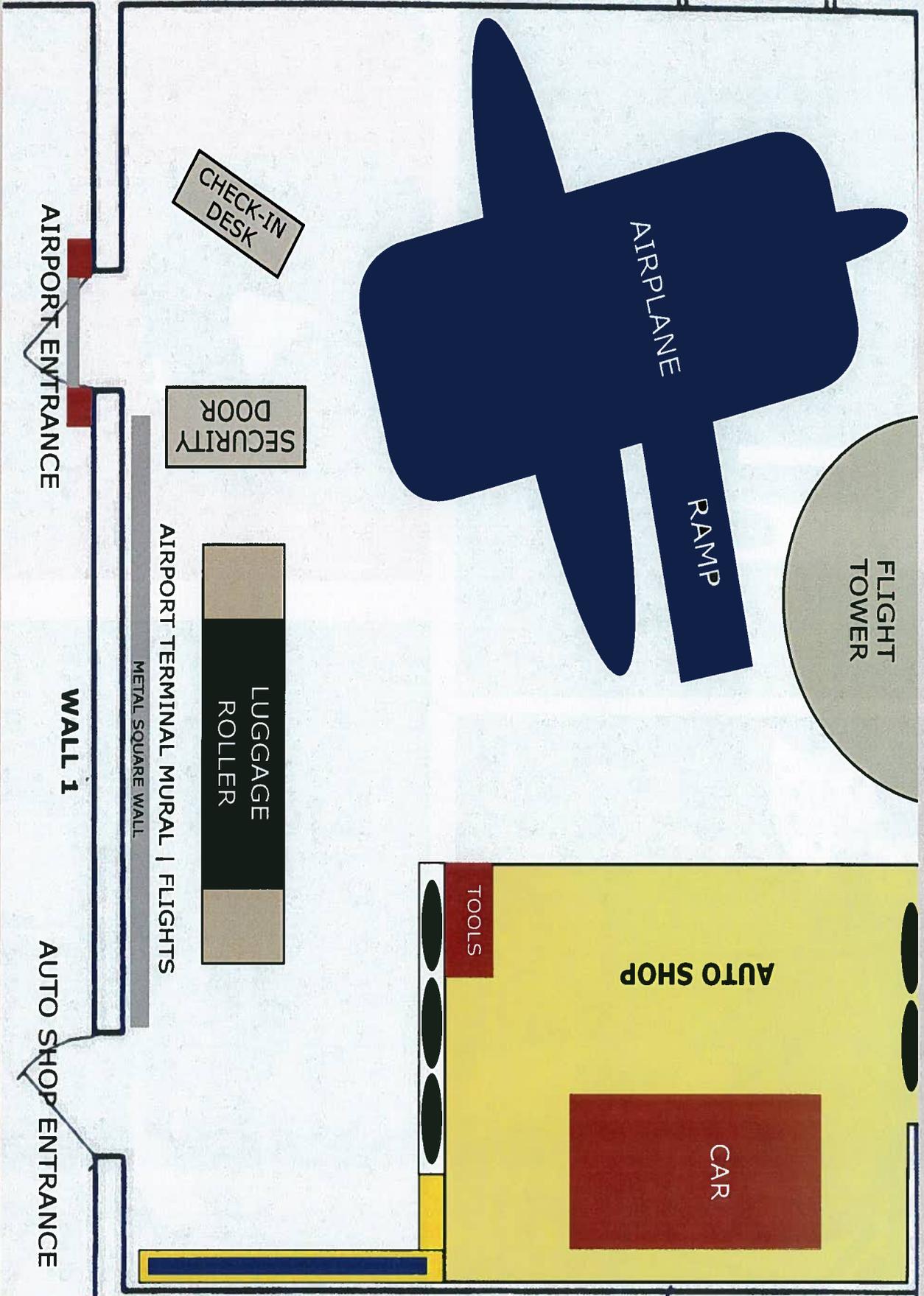


Pig Feed





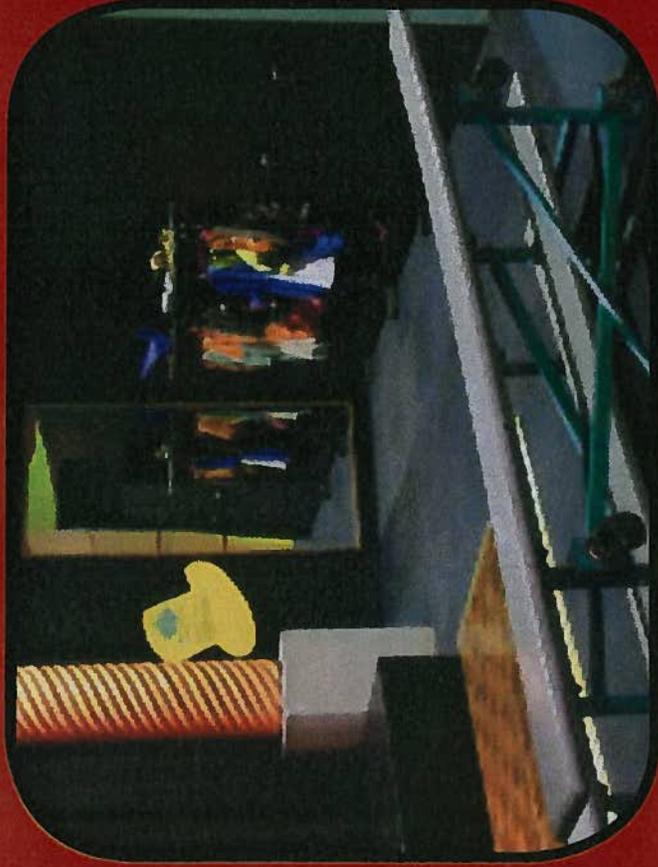




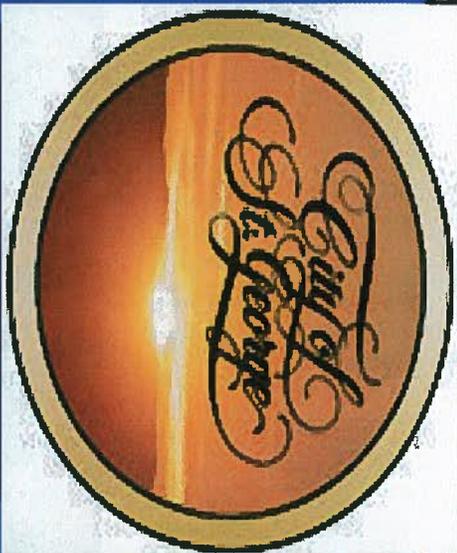


KKID Radio

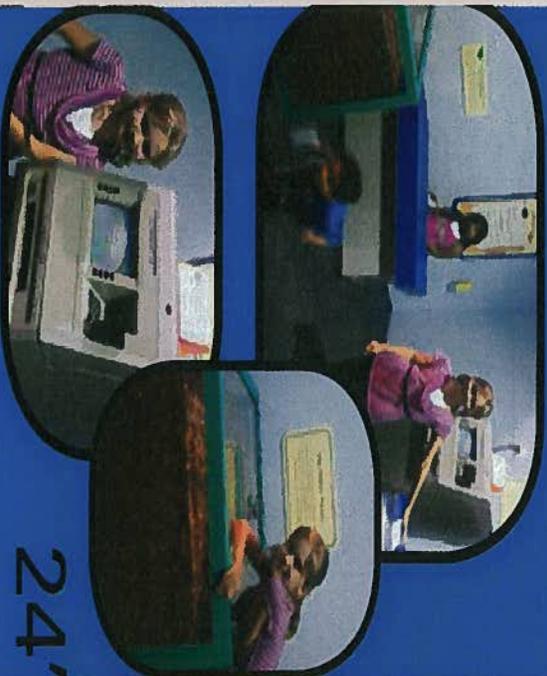
Stage with costumes, props and scripts (or make up your own drama.)



Government, Bank and Grocery Store



Bank

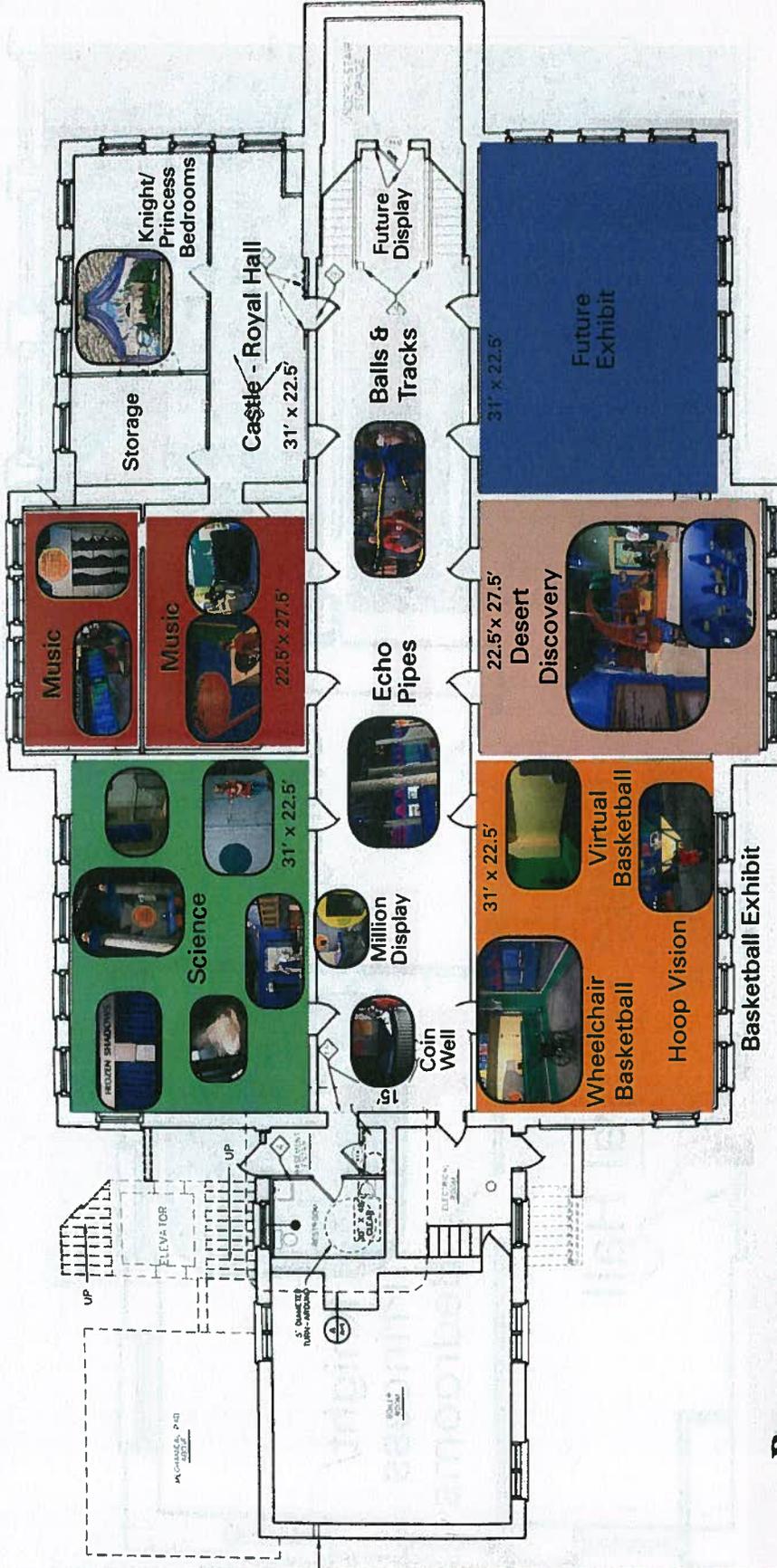


24



**Linn's
Market
Place**

20

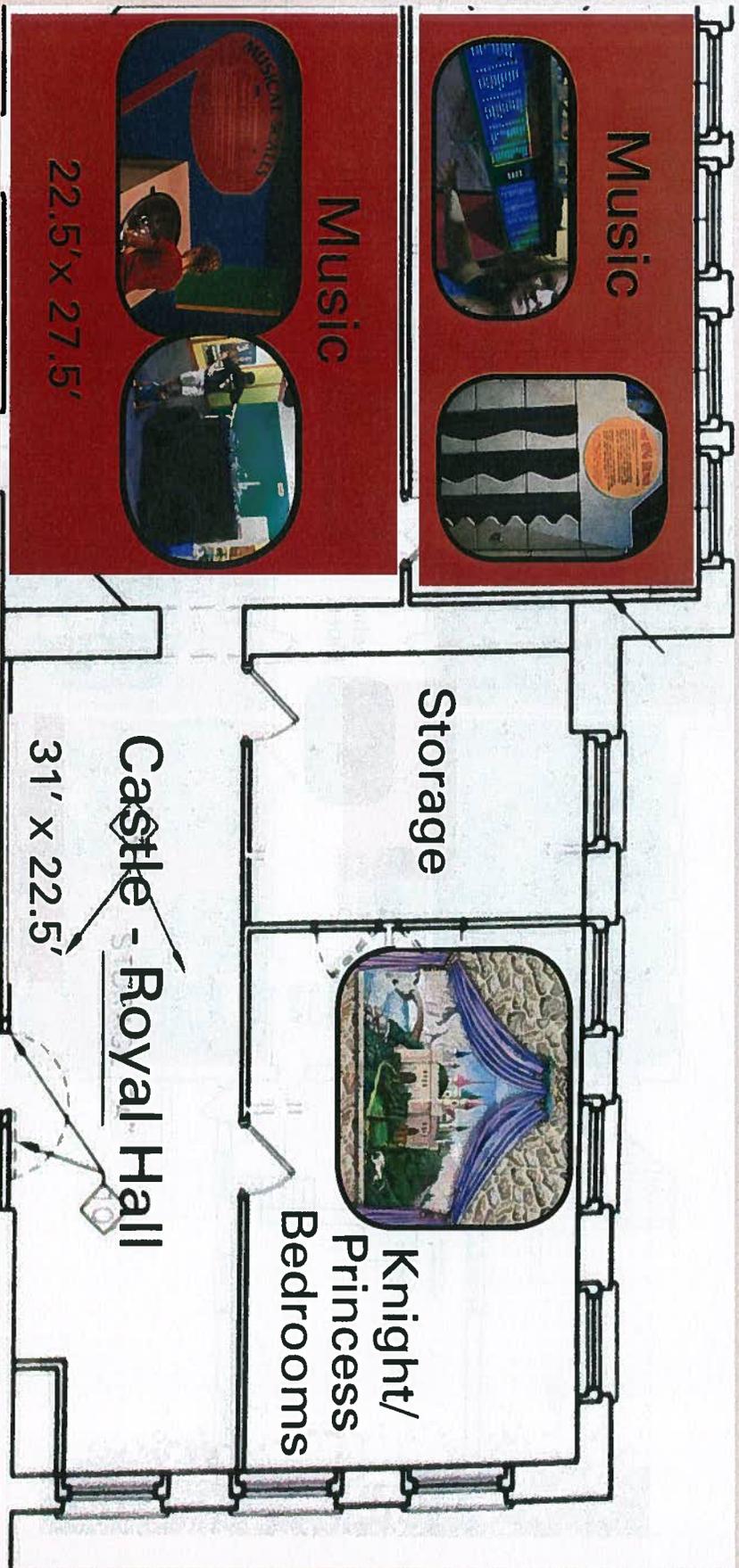


BASEMENT

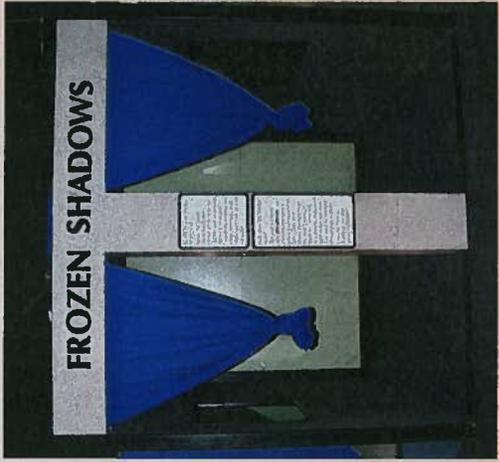
Children's Museum

Community Arts Building

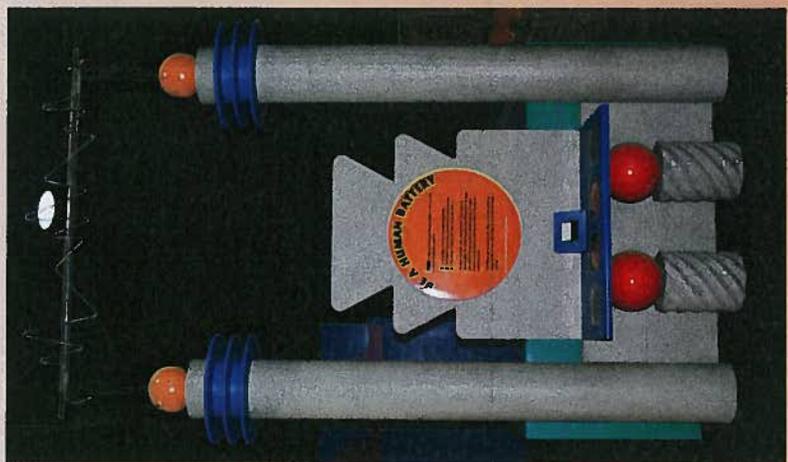
Exhibit Designer: Amy English



SCIENCE ROOM
Frozen Shadows
Human Battery



Frozen Shadows:



Human Battery:





Tornado



Energy saving lighting is a no brainer.

Older style incandescent light bulbs were once the trend. Now light bulbs are available which reduce energy consumption with little or no difference in light brightness. Typically, these watt saving bulbs also last much longer. Consider using energy efficient bulbs.

You need more than your hand to open a door.

You use your eyes, brain, joints and muscles to do this simple task. First, you see the doorknob to know where to put your hand. Then, your brain decides which muscles are needed to turn the knob and sends nerve signals to make those muscles move.

Turn the doorknob to see how many bones are moving during this simple task.

Necesitas más que su mano para abrir una puerta.

Uso sus ojos, su cerebro, sus articulaciones y sus músculos para hacer esta tarea simple. Primero, usted ve el pomo de la puerta para saber dónde poner su mano. Luego, su cerebro decide qué músculos se necesitan para girar el pomo y envía señales nerviosas para hacer que esos músculos se muevan.

Gire el pomo de la puerta para ver cuántos huesos se mueven durante esta tarea.

**BASKETBALL ROOM WALL 1
WHEELCHAIR BASKETBALL**

"I had several coaches who took chances on a small, skinny kid with enormous heart."
~ John Stockton

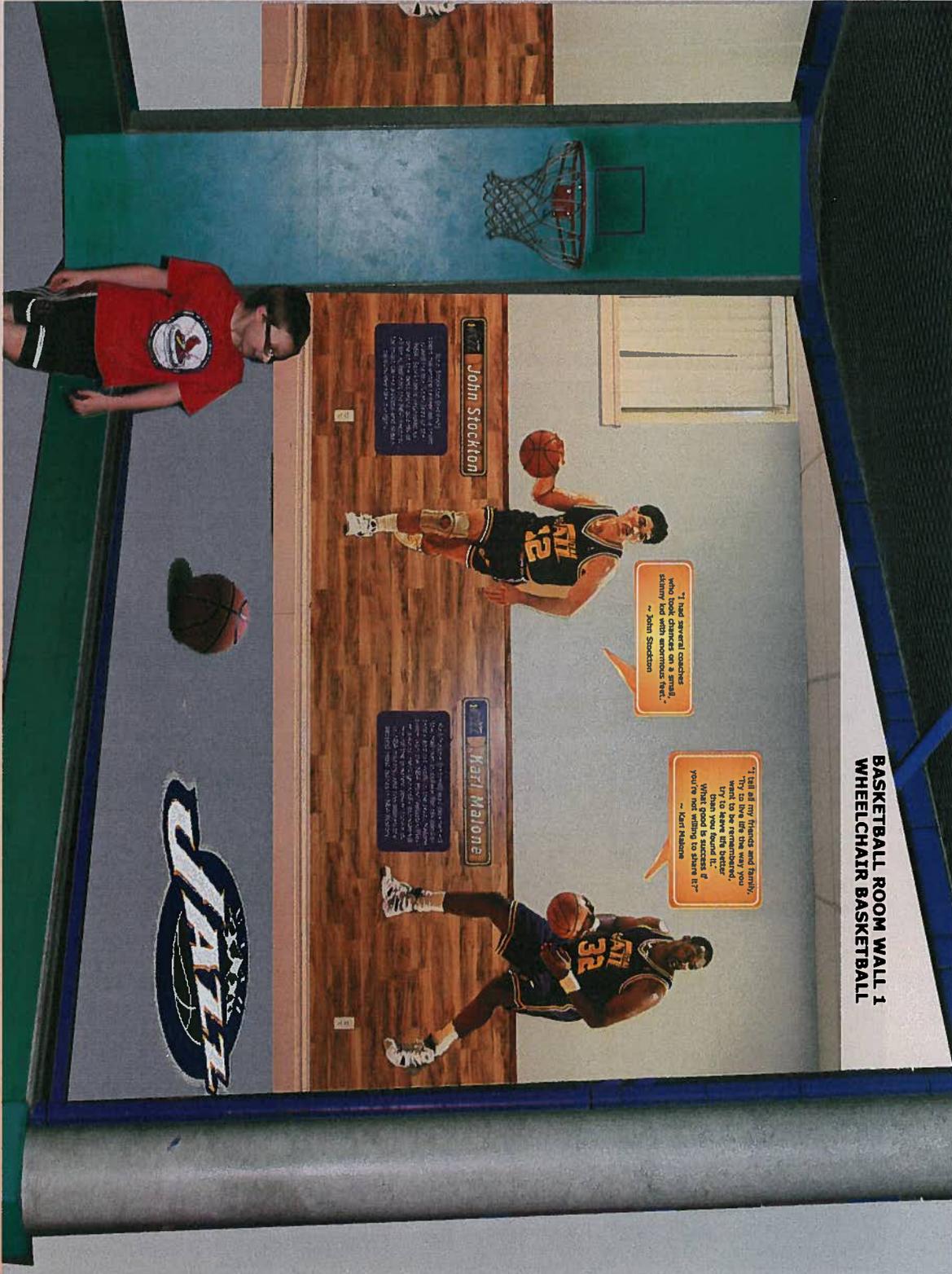
"I tell all my friends and family, 'I want to be remember you try to have the better than you found it.'"
~ Karl Malone

John Stockton

John Stockton is a former professional basketball player who played for the Utah Jazz for 13 seasons. He is known for his exceptional passing and defense, and was a key player in the team's success during the 1990s.

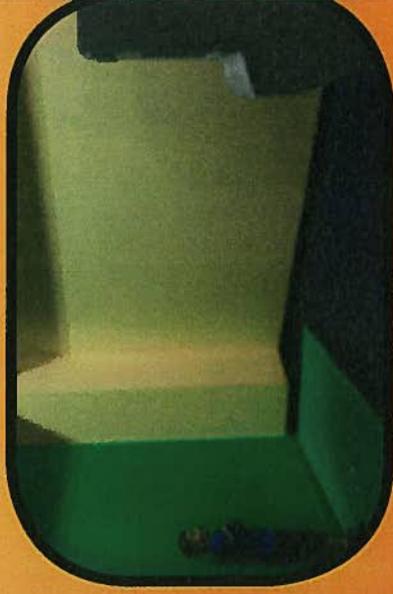
Karl Malone

Karl Malone is a former professional basketball player who played for the Utah Jazz for 13 seasons. He is known for his powerful offense and leadership on the court, and was a key player in the team's success during the 1990s.





Wheelchair Basketball



Virtual Basketball



Hoop Vision

22.5'x 27.5'

Desert

Discovery

