

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
SEPTEMBER 5, 2013, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Daniel McArthur
Councilmember Jon Pike
Councilmember Gail Bunker
Councilmember Gil Almquist
Councilmember Ben Nickle
Councilmember Jimmie Hughes
City Manager Gary Esplin
Deputy City Attorney Paula Houston
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 Councilmember Bunker and the invocation was offered by Reverend Jimi Kestin. He read a proclamation proclaiming September 21st as The Learning Center For Families Day.

Debbie Justice with The Learning Center for Families introduced board members who were present at the meeting. She explained they are celebrating their 20th anniversary with a big celebration to be held at the Town Square.

Gary Sanders presented grant checks from the St. George Arts Commission to several recipients.

Steve Bingham introduced five youth in the audience who competed at the National Hershey Track.

Jane Lambert with the Healthy Dixie Council presented plaques to Ken Jolley and Kirt Guerisoli for starting the Hershey Track Meet 28 years ago.

Marc Mortensen advised the City is partnering with other organizations to head up a Virgin River Clean-up project. The clean-up will take place on Saturday, September 21st.

City Manager Gary Esplin advised items 6L and 6M will not be heard tonight.

AGREEMENT:

Consider approval of an agreement with MGB+A for the design and preparation of construction drawings for Millcreek Park.

City Manager Gary Esplin advised this agreement is for the design and preparation of construction drawings for Millcreek Park.

Purchasing Manager Connie Hood stated the cost will be \$51,750.00.

MOTION: A motion was made by Councilmember Pike to approve the agreement with MGB+A for the design and construction drawings in the amount of \$51,750.00.

SECOND: The motion was seconded by Councilmember Bunker.

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

Councilmember Bunker - aye
Councilmember Almquist - aye

Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin advised there will be a public hearing in the near future to receive input from property owners and neighbors.

AWARD OF BID:

Consider award of bid to seal the golf course parking lots.

Purchasing Manager Connie Hood advised the request is to award the bid to Holbrook Asphalt in the amount of \$98,641.46 to seal all golf course parking lots.

City Manager Gary Esplin stated the amount over the budgeted funds in the golf course will be covered by pavement management funds in the Streets Department.

MOTION: A motion was made by Councilmember Almquist to approve the golf parking seal in the amount of \$98,641.46 to Holbrook Asphalt.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor McArthur called for a vote, as follows:

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

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for a front end loader for the Water Distribution Division.

Purchasing Manager Connie Hood advised the bid is off the State Contract to purchase a front end loader with Honnen Equipment, a local vendor, in the amount of \$130,917.00.

MOTION: A motion was made by Councilmember Bunker to approve the bid award for the front end loader in the amount of \$130,917.00.
SECOND: The motion was seconded by Councilmember Nickle.
VOTE: Mayor McArthur called for a vote, as follows:

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

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for four F-250 pickups with utility beds for the Parks Division.

Purchasing Manager Connie Hood advised the request is to purchase four pickup trucks. St. George Ford has agreed to match the low bid since they were within 5%. The price for all four trucks is \$86,097.96.

MOTION: A motion was made by Councilmember Almquist to approve the bid to St. George Ford to purchase four F-250 pickup trucks in the amount of \$86,097.96.

SECOND: The motion was seconded by Councilmember Hughes.

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

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

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for asphalt maintenance of trails.

Purchasing Manager Connie Hood advised this request is not to exceed \$104,000.00. One bid was received from Holbrook Asphalt. The cost is comparable to previous years.

Mayor McArthur read the additional comments which include: "bid included 2" Asphalt Overlay at \$5.60 per linear ft.. High density Mineral Bond (ATWA Specs) at \$.154 center per linear ft., Asphalt Patching at \$5.50 per linear ft., Crack Sealing at \$.36 cents per linear ft. and Striping at \$.24 cents per linear ft."

MOTION: A motion was made by Councilmember Pike to approve the asphalt maintenance bid award to Holbrook Asphalt in an amount not to exceed \$104,000.00.

SECOND: The motion was seconded by Councilmember Bunker.

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

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

The vote was unanimous and the motion carried.

SERVICE CONTRACT:

Consider approval of the annual O&M service contract for the Millcreek Facility.

Purchasing Manager Connie Hood advised this is the annual renewal contract with GE International for the operation and maintenance for the Millcreek facility. It is a sole source in the amount not to exceed \$400,000.00, to be billed quarterly.

MOTION: A motion was made by Councilmember Bunker to approve the O&M service contract to GE International in the amount not to exceed \$400,000.00.

SECOND: The motion was seconded by Councilmember Nickle.

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

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

The vote was unanimous and the motion carried.

AGREEMENT:

Consider approval of an agreement with Alpha Engineering to design and manage the Little Valley Road project.

Purchasing Manager Connie Hood advised this request if for an engineering services agreement with Alpha Engineering for the Little Valley Road Project in the amount of \$78,491.00. The agreement includes both design engineering and construction management. Also included are surveying and testing which would otherwise be an extra charge.

MOTION: A motion was made by Councilmember Hughes to approve the agreement in the amount of \$78,491.00.

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

CONTRACT:

Consider approval of a contract with Sunrise Engineering for the Indian Hills Drive project.

Purchasing Manager Connie Hood stated the request is for a local government agreement with UDOT for preconstruction engineering with Sunrise Engineering.

City Manager Gary Esplin advised the City has a match; however the contract is being administered by UDOT because of the funding coming from the MPO. The agreement will include planning, environmental permitting and design of the road and drainage improvements on Indian Hills Drive. The City may reduce the scope of the work for the project during the planning process.

Transportation Service Manager Cameron Cutler explained UDOT is paid when they invoice the City.

City Manager Gary Esplin stated the goal is to make Indian Hills Drive as safe as it can possibly be as well as a better usable road.

MOTION: A motion was made by Councilmember Hughes to approve the Indian Hills local agreement with Sunrise Engineering and UDOT in the amount of \$329,798.25.

SECOND: The motion was seconded by Councilmember Pike.

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

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

The vote was unanimous and the motion carried.

PARK FEE WAIVER:

Consider a request for fee waiver for the use of Crosby Confluence Park for the Mustache Dash Fun Run. Teri Iverson, applicant.

Teri Iverson advised this will be their 7th run and are requesting a waiver for the use of Crosby Confluence Park. All proceeds will benefit the Southern Utah Chapter of Big Brothers/Big Sisters.

MOTION: A motion was made by Councilmember Pike to approve the fee waiver for use of Crosby Confluence Park.

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

STREET CLOSURE:

Consider approval of a street closure request for Dixie State University tailgate events. Kalynn Larson, applicant.

City Manager Gary Esplin advised for the past several years, the City Council has approved Dixie State University to close 500 South from 600 East to 700 East to hold their tailgate events.

Kaylynn Larson stated the tailgate events are free for the community to attend. In addition, they raise awareness for Dixie State University sports programs.

City manager Gary Esplin stated there have not been issues in the past.

MOTION: A motion was made by Councilmember Bunker to approve the road closure on 500 South from 600 East to 700 East according to the schedule.

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

SPECIAL EVENT PERMIT FEE WAIVER:

Consider approval to use the 4th floor of the Downtown Parking Garage and a special event permit fee waiver for the Dixie High School homecoming dance to be held September 14, 2013. Kayla Spilker, applicant.

Kayla Spilker advised they will have approximately 4 police officers and 1-2 members of the school administration. Students will only be allowed to park on the 2nd floor and will use restrooms at Town Square. The students will provide trash cans and clean up after.

MOTION: A motion was made by Councilmember Hughes to approve the request to use the 4th floor of the Downtown Parking Garage and the special event fee waiver.

SECOND: The motion was seconded by Councilmember Pike.

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

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

The vote was unanimous and the motion carried.

SPECIAL EVENT PERMIT FEE WAIVER:

Consider approval to use the 4th floor of the Downtown Parking Garage and a special event permit fee waiver for the Pine View High School homecoming dance to be held September 28, 2013. Logan Cox, applicant.

Logan Cox, Student Body President, advised they would like to use the parking garage from 7:00 p.m. to 11:00 p.m. Student Council Members get in free if they clean up and decorate, therefore clean up will be provided. Security and supervision will be provided by 10 advisors from the school and 2 school resource officers.

MOTION: A motion was made by Councilmember Almquist to approve the request to use the 4th floor of the Downtown Parking Garage and the special event fee waiver.

SECOND: The motion was seconded by Councilmember Hughes.

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

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

The vote was unanimous and the motion carried.

USE OF DIXIE SUN BOWL:

Consider a request to hold the Festival of Colors at the Dixie Sun Bowl to be held on October 19, 2013. Charu Das & Mark Kemp, applicants.

Charu Das advised they would like to hold the Festival of Colors at the Dixie Sun Bowl. In 30 color events in the world. They believe the Sun Bowl is a great place to host this event and will clean up the colors.

Councilmember Bunker commented the Lions Club will re-seed after the rodeo, therefore, it will be dirt.

City Manager Gary Esplin stated that staff felt if it will be used for events it will not be re-seeded until the spring.

MOTION: A motion was made by Councilmember Bunker to approve the request to use Dixie Sun Bowl.

SECOND: The motion was seconded by Councilmember Hughes.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/FINAL PLAT AMENDMENT/ORDINANCE:

Public hearing to consider a final plat amendment for Twin Creeks at Stonebridge Phase 3.

Project Manager Todd Jacobsen presented a final plat amendment for Twin Creeks at Stonebridge Phase 3 located at approximately 2045 West 510 North Circle, zoning is PD-R. The purpose of the amendment is to change Note 2 on the final plat to give Lot 21 a 10 foot side yard setback, or the westerly boundary, instead of a 20 foot side yard setback.

Mayor McArthur opened the public hearing. Seeing none, he closed the public hearing.

MOTION: A motion was made by Councilmember Nickle to approve the final plat amendment by ordinance.

SECOND: The motion was seconded by Councilmember Hughes.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/PLAT AMENDMENT/ORDINANCE:

Public hearing to consider a final plat amendment for Riverside Heights Plat "H" Subdivision.

Project Manager Todd Jacobsen presented a final plat amendment for Riverside Heights Plat "H" Subdivision located at approximately 2940 East and 110 North, zoning is R-1-6. The purpose of the amendment is to eliminate Lot 126 and its associated public utility easement.

City Manager Gary Esplin advised the City Council recently approved the contract.

Mayor McArthur opened the public hearing. Seeing none, he closed the public hearing.

MOTION: A motion was made by Councilmember Bunker to approve the final plat amendment by ordinance.

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 Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/PLAT AMENDMENT/ORDINANCE:

Public hearing to consider a final plat amendment for Jedora Estates Phase 2.

Project Manager Todd Jacobsen presented the final plat amendment for Jedora Estates phase 2 located at approximately 2000 East and 2710 South Circle, zoning is R-1-10. The purpose of the amendment is to vacate the drainage easement that exists over the entire lot of Lot 62.

Mayor McArthur opened the public hearing. Seeing none, he closed the public hearing.

MOTION: A motion was made by Councilmember Almquist to approve the final plat amendment by ordinance.

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 Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/BUDGET AMENDMENT/RESOLUTION:

Public hearing to consider amendments to the Fiscal Year 2013-2014 budget.

City Manager Gary Esplin advised this is the first budget opening for the year. Proposed adjustments are: 1) To budget for a federal S.L.O.T. grant from the Dept. Of Homeland Security to send detectives to the California Gang Investigator Association Conference; 2) To budget for a new grant from Workforce Services to fund an After-School Program at East Elementary School; 3) To budget for a new grant from the FAA to perform a mandated Wildlife Hazard Assessment study for the new airport. The Federal portion is 90.94% and the City's match is 9.06%; 4) To carry forward last year's budget for emergency repairs of the netting at the Southgate Golf - Driving Range due to damage caused by recent high wind storms. The project was delayed and not started until this fiscal year; 5) To budget for the award from FEMA for the Riverside Dr. Erosion Protection - Hazard Mitigation Grant Program and budget for the City's 25% match from the Drainage Utility Fund; 6) To carry forward last year's budget for the Dixie MPO and UDOT's participation in funding the Red Hills/Red Cliffs Drive corridor connection study; 7) To carry forward last year's budget for the City's participation in UDOT's MP8 Interchange improvement

project. It was anticipated the City would be invoiced by UDOT in Fiscal Year 2013; however, the project was delayed and not started until this current fiscal year; and 8) To budget for the City's 6.77% match to repair/remove sediment from various bridges from the 2010 Floods funded by FHWA Emergency Relief funds (administered by UDOT) and fund the City's match from the Drainage Utility Fund.

Mayor McArthur opened the public hearing. Seeing none, he closed the public hearing.

MOTION: A motion was made by Councilmember Bunker to approve the resolution and the budget amendments.

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 Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

SET PUBLIC HEARING:

Planner Ray Snyder advised that the Planning Commission, at its meeting held August 27, 2013, recommended that a public hearing be held September 19, 2013 to consider a proposed amendment to the City Zoning Regulations, Title 10, Chapter 2 "Definitions" and add a new sub-section to Title 10, Chapter 14, "Supplementary and Qualifying Regulations" to regulate cargo containers with specific requirements in all zones.

MOTION: A motion was made by Councilmember Almquist to set the public hearing 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 Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

FINAL PLAT:

Project Manager Todd Jacobsen presented the following final plats: Anasazi Ridge Phase 5, a two lot residential subdivision located at approximately 2400 North Cohonina Trail, zoning is PD-R; Arthur Grant Commercial Subdivision, a three (3) lot commercial subdivision located at approximately 650 North Dixie Drive, zoning is C-3; Cottonwood Phase 2, nineteen (19) lot residential subdivision located at approximately 2879 East and 3400 South, zoning is R-1-10; Cottonwood Phase 3, an eight (8) lot residential subdivision located at approximately 2910 East and 3460 South, zoning is R-1-10; Las Colinas Phase 3, a twelve (12) lot residential subdivision located at approximately 890 West and 3930 South, zoning is PD-R; Riverstone Subdivision Phase 1, a thirteen (13) lot residential subdivision located at approximately 850 West and 4100 South, zoning is R-1-10; Meadow Park Phase 1, a twenty-one (21) lot residential subdivision located at approximately 2240 East and Horseman Park Drive, zoning is RE-12.5 and R-1-10; Tonaquint Valley Phase 3, a thirteen (13) lot residential subdivision located at approximately 1200 West and 2280

South, zoning is R-1-10; and The Village at Little Valley Phase 3 a nine (9) lot residential located at approximately 2440 East and Crimson Ridge Drive. With regard to Riverstone Subdivision Phase 1, the way the plat is proposed is that each lot owner will own the 30 foot easement at the rear of their lot; however, this may change if Dixie Escalante agrees to take ownership of the easement.

Councilmember Almquist inquired if the portion of the parcel being dedicated to the City from the Arthur Grant Commercial Center will have rip rap installed.

City Manager Gary Esplin advised there will not be rip rap in that area since there have not been issues in the past. Once the City receives ownership, the area will have to be maintained according to code.

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

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:

Development Services Manager Wes Jenkins presented the preliminary plat for Clear Valley Farms Subdivision to create a seven (7) lot residential subdivision located at the southeast corner of 1070 South and Morningside Drive (700 East). Zoning is R-1-10 and density is 2.34 dwelling units per acre. The developer will be required to install sidewalk and extend utility services to each lot. In addition, the developer will be required to install a sewer main on the south side of the lots and provide a 25-foot utility easement to the City to maintain this proposed sewer main.

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 Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of a preliminary plat for "Legends at Cactus Flats" to create eleven (11) single family residential lots. Glen Bundy, applicant.

Development Services Manager Wes Jenkins presented the preliminary plat for Legends at Cactus Flats to create eleven (11) single family residential lots located at 2300 South and 2100 East in an R-1-10 zone. The applicant originally proposed a twelve (12) lot subdivision with the street crossing a portion of the adjacent property owned by John Hafen. Mr. Bundy and Mr. Hafen were not able to resolve the issues relating to the road location, therefore, Mr. Bundy is proposing to have the road entirely on his property. Mr. Hafen is apparently on board with this plan. The main

objective is to connect the stub street at 2300 South and 210 East. The preliminary plat layout will accomplish that. Planning Commission recommends approval.

Mayor McArthur commented that although the plat was approved by the Planning Commission, he would like to have the Legal Department's approval.

Councilmember Almquist inquired if there were still issues with the master planned road.

City Manager Gary Esplin stated eventually the roads will connect. The problem will be that the property to the north will have access across the top which will not be convenient. Although this is not the best solution, he does not know what else can be done.

MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat subject to review by the Legal Department.

SECOND: The motion was seconded by Councilmember Bunker.

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

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

DRAINAGE AND UTILITY EASEMENT:

Consider approval of a 20' wide drainage and utility easement on City property for the proposed Culvers Restaurant. Culvers Restaurant, applicant.

Development Services Manager Wes Jenkins presented a request for a drainage and utility easement which will run along 270 East Street within the property's front setback area and will run in City property.

City Manager Gary Esplin stated the City Council will have to determine if granting the easement in the front yard setback will have a negative effect on the value of the City property. The other alternative would be to make Culvers cut the newly asphalted street to make the connection.

MOTION: A motion was made by Councilmember Pike to approve the drainage and utility easement on City property as discussed.

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

FAA GRANT:

Consider approval of a grant with the FAA to perform a Wildlife Hazard Assessment for the Airport.

City Manager Gary Esplin advised this a mandatory assessment that needs to be done in order to receive the grants form the FAA. The assessment will be paid for by the FAA except for the City's match of \$12,454.00.

Public Works Director Larry Bulloch stated that on occasion, wildlife run across the runway or planes hit birds. All airports need to be looked at to see if there are safety issues.

Deputy City Attorney Paula Houston advised the Legal Department has not seen the final agreement.

MOTION: A motion was made by Councilmember Bunker to approve the grant subject to legal review and approval.

SECOND: The motion was seconded by Councilmember Hughes.

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

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

The vote was unanimous and the motion carried.

MEMORANDUM OF AGREEMENT AMENDMENT:

Consider approval amending the Dixie Metropolitan Planning Organization memorandum of agreement to include Hurricane, LaVerkin, Toquerville and Leeds.

City Manager Gary Esplin stated the proposed amendment will include Hurricane, LaVerkin, Toquerville and Leeds as part of the DMPO.

MOTION: A motion was made by Councilmember Hughes to approve the DMPO to add the cities and authorize the Mayor to sign 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 Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

MUTUAL AID AGREEMENT:

Consider ratification of a mutual aid agreement with Cedar City.

City Manager Gary Esplin stated this item is a ratification of an agreement that was approved as an emergency request to Cedar City Police Department to assist with an event that occurred last weekend.

MOTION: A motion was made by Councilmember Almquist to accept the ratification of the mutual aid agreement with Cedar City.

SECOND: The motion was seconded by Councilmember Nickle.

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

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

The vote was unanimous and the motion carried.

SASO AGREEMENT:

Consider approval of a SASO lease with Duane Adams at the Airport.

City Manager Gary Esplin advised this is a standard lease with Mr. Adams at the Airport. City Attorney Shawn Guzman is still working out issues.

MOTION: A motion was made by Councilmember Pike to approve the SASO lease with Duane Adams

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

MINUTES:

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

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

SECOND: The motion was seconded by Councilmember Hughes.

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

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

The vote was unanimous and the motion carried.

MINUTES:

Consider approval of the minutes of the City Council meeting held on July 31, 2013.

MOTION: A motion was made by Councilmember Nickle 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 Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

MINUTES:

Consider approval of the minutes of the City Council meeting held on August 1, 2013.

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

SECOND: The motion was seconded by Councilmember Bunker.

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

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

The vote was unanimous and the motion carried.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Hughes to adjourn to a closed session to discuss a personnel matter.

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 Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

MOTION: A motion was made by Councilmember Pike 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 Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, September 5, 2013 commencing at 4:00 p.m.

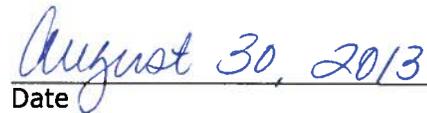
The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. CONSENT CALENDAR - None Scheduled
2. BID OPENINGS
 - A. Consider approval of an agreement with MGB+A for the design and preparation of construction drawings for Millcreek Park.
 - B. Consider award of bid to seal the golf course parking lots.
 - C. Consider award of bid for a front end loader for the Water Distribution Division.
 - D. Consider award of bid for four F-250 pickups with utility beds for the Parks Division.
 - E. Consider award of bid for asphalt maintenance of trails.
 - F. Consider approval of the annual O&M service contract for the Millcreek Facility.
 - G. Consider approval of an agreement with Alpha Engineering to design and manage the Little Valley Road project.
 - H. Consider approval of a contract with Sunrise Engineering for the Indian Hills Drive project.
3. PUBLIC HEARINGS
 - A. Public hearing to consider a final plat amendment for Twin Creeks at Stonebridge Phase 3.
 - B. Public hearing to consider a final plat amendment for Riverside Heights Plat "H" Subdivision.
 - C. Public hearing to consider a final plat amendment for Jedora Estates Phase 2.
 - D. Public hearing to consider amendments to the Fiscal Year 2013-2014 budget.
4. ORDINANCES
 - A. Consider approval of an ordinance amending the final plat for Twin Creeks at Stonebridge Phase 3.
 - B. Consider approval of an ordinance amending the final plat for Riverside Heights Plat "H" Subdivision.
 - C. Consider approval of an ordinance amending the final plat for Jedora Estates Phase 2.
5. RESOLUTIONS
 - A. Consider approval of a resolution amending the Fiscal Year 2013-2014 Budget.
6. STAFF REPORTS
 - A. Consider a request for fee waiver for the use of Crosby Confluence Park for the Mustache Dash Fun Run. Teri Iverson, applicant.

- B. Consider approval of a street closure request for Dixie State University tailgate events. Kalynn Larson, applicant.
 - C. Consider approval to use the 4th floor of the Downtown Parking Garage and a special event permit fee waiver for the Pine View High School homecoming dance to be held September 28, 2013. Logan Cox, applicant.
 - D. Consider approval to use the 4th floor of the Downtown Parking Garage and a special event permit fee waiver for the Dixie High School homecoming dance to be held September 14, 2013. Kayla Spilker, applicant.
 - E. Consider a request to hold the Festival of Colors at the Dixie Sun Bowl to be held on October 19, 2013. Caru Dan & Mark Kemp, applicants.
 - F. Report from the Planning Commission meeting held August 27, 2013.
 - G. Consider approval of a preliminary plat for "Legends at Cactus Flats" to create eleven (11) single family residential lots. Glen Bundy, applicant.
 - H. Consider approval of a 20' wide drainage and utility easement on City property for the proposed Culvers Restaurant. Culvers Restaurant, applicant.
 - I. Consider approval of a grant with the FAA to perform a Wildlife Hazard Assessment for the Airport.
 - J. Consider approval amending the Dixie Metropolitan Planning Organization memorandum of agreement to include Hurricane, LaVerkin, Toquerville and Leeds.
 - K. Consider ratification of a mutual aid agreement with Cedar City.
 - L. Consider counter offer for sale of City property west of Lot 44 of Creekside Homes 2nd Amendment and east of the Santa Clara River. Donald & Sylvia Campbell, applicants.
 - M. Consider approval of a SASO lease with Duane Adams at the Airport.
7. MINUTES
- A. Consider approval of the minutes of the City Council meeting held on July 25, 2013.
 - B. Consider approval of the minutes of the City Council meeting held on July 31, 2013.
 - C. Consider approval of the minutes of the City Council meeting held on August 1, 2013.
8. ADJOURNMENT


 Christina Fernandez, City Recorder


 Date

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

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

Date Submitted 2013-08-29 11:42:10**Applicant** Millie Cockerill**Quick Title** MGB+A Contract**Subject** Seeking approval for a Mayor's signature on a contract to design Millcreek Park.**Discussion** We wish to hire MGB+A, a landscape design firm from SLC to design and prepare construction drawings for Millcreek Park, located south of Millcreek Industrial Park. Fee will be fee \$51,750 (the park will be designed in FY 2013-2014 and constructed in FY 2014-2015).**Cost** \$51,750**City Manager Recommendation** This park is on the parks general plan and will be funded out of park impact funds. Recommend approval.**Action Taken****Requested by** Kent Perkins**File Attachments** [8-13-13 PSA_MGB+A_Exhibit A.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [8-13-13 PSA_MGB+A_Exhibit A.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 13 day of August, 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 MGB+A, with offices at 145 W 200 S, Salt Lake City, Utah 84101 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

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

WHEREAS, CONSULTANT has submitted a proposal dated July 15, 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 Landscape Architect 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 February 15, 2014.

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

4. **COMPENSATION**

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

5. **INVOICING, PAYMENT, NOTICES**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall 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 \$2,308,400 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 LIABILITY ERRORS AND OMISSIONS INSURANCE:**
 - i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
- g. **BUSINESS AUTOMOBILE COVERAGE:**
 - i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,308,400 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: Millie Cockerill

CONSULTANT: MGB+A

145 W 200 S

Salt Lake City, Utah 84101

Attention: Jay Bollwinkel, ASLA, AICP

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: MGB+A

Daniel D. McArthur, Mayor

By: _____

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM

Paula Houston, Deputy City Attorney

Exhibit A



July 15, 2013

Millie Cockerill, Project Manager
City of St. George Park Planning Division
390 North 3050 East
St. George, Utah 84790

SUBJECT: MILLCREEK PARK

Dear Millie,

It was nice to meet you, Laura and Mark the other day. We appreciate the opportunity to work with St. George City and look forward to developing a working relationship. The following is our proposed approach to complete the Millcreek Park Design project.

I. Design Services

- A. We have reviewed the Park, Trail and Streetscape Standards you and your office prepared. We are comfortable with the scope of work outlined in the Park and Streetscape Design Standard pages 1-16. We are also comfortable with the Trail Design Standards pages 1-14. Following are a couple of clarifications we would like to propose:
 1. Meetings – we propose to attend the following meetings in person. We will also provide unlimited conference calls for project clarifications.
 - a. Design Phase Meetings:
 - i Park Planning Charrette/Review
 - ii Neighbor Input
 - iii Presentation to Park Planning
 - iv Pause scope of work until given approval to move to construction phase
 - (a.) Prepare proposal for construction phase services.
 - b. Construction Phase Meetings (2014-2015)
 - i Pre-Bid Meeting
 - ii Pre-Construction Meeting
 - iii Weekly on site meetings
 - (a.) 4 meetings on site
 - (b.) 4 meetings conference call
 - iv Final Punchlist
 - v Punchlist follow up
 2. Coordination – As discussed in our meeting last week we need your assistance in coordinating the following:
 - a. Survey of the project site with topography, utilities, site boundary and other critical information. (St. George City Responsibility)
 - b. Geotechnical report and recommendations for parking lots and restrooms. Geotech to also collect existing top soil for testing of organic content, etc. according to the Park and Streetscape Standards. (St. George City Responsibility)
 - c. Civil work – Once underway we will contact Jay Sandberg of St. George City to

- d. understand the flood control capacity and other civil coordination items. (MGB+A Responsibility)
- d. We will need an electrical engineer for any site security lighting, restroom electrical and any lighting for the pavilion. (MGB+A Responsibility)

Product(s):

- Approved Conceptual Plans {5% - \$3,750}
- Approved Preliminary Design (30%-70%) {21% - \$15,750}
- Approved Preliminary Construction Documents (75%) {50% - \$15,000}
- Construction Plans (95%) {20% - 15,000}
- Approved Bidding Documents {3% - \$2,250}
- Project Installation According to Construction Plans {Future - Not Included}

Total\$51,750

We welcome the opportunity to negotiate this fee. If there are services required which are not listed in the fee schedule above, we can complete them on a time and materials basis based on the following rates. We will not proceed on any time and materials basis until we receive approval from the Client.

HOURLY RATES

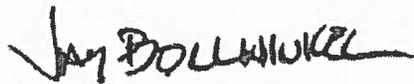
The hourly rate for performing design services typically conforms to the following table.

Principal/Partners	\$120.00 per hour
Associates	\$90.00 per hour
Landscape Architects.....	\$80.00 per hour
Staff	\$70.00 per hour
Clerical	\$50.00 per hour

REIMBURSABLE EXPENSES

We will include reimbursable expenses to travel to meetings as part of the project as described in paragraph 1a above. Meetings beyond those describe and formally requested by St. George City will be billed as follows:

Automobile Travel.....	\$0.60 per mile
Airfare/Hotel/Car Rental	Cost
Black & White Copies / Prints - 8 1/2" x 11"	\$0.10 per copy
Black & White Copies / Prints - 11" x 17"	\$1.00 per copy
Color Copies / Prints - 8 1/2" x 11"	\$0.20 per copy
Color Copies / Prints - 11" x 17"	\$2.00 per copy
Black & White Plotter Bond	\$2.00 per square foot
Color Plotter Bond.....	\$5.00 per square foot
Plotter Vellum / Mylar	\$7.00 per square foot
Outside Reproduction	Cost
SubConsultants.....	Cost



Jay Bollwinkel, ASLA, AICP

St. George City Park Planning Div.

Date

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

Date Submitted 2013-08-28 16:51:25

Applicant Cameron Cutler

Quick Title Bid Award - Golf Course Parking Area Seal

Subject Consider award of a bid to Holbrook Asphalt in the amount of \$98,641.46 to seal the golf course parking lot. Only one bid was submitted by a contractor.

Discussion The seal project will consist of crack seal, slurry seal, and high density mineral bond (HA5) on the golf course parking lots. Project to be completed by mid-October

Cost \$98,641.46

City Manager Recommendation Really needed badly. The amount over the budgeted funds in the golf course will be covered by pavement management funds in the Street department. Recommend approval.

Action Taken

Requested by Larry H. Bulloch

File Attachments [Golf Course Parking Lot Bid Tabulation.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Golf Course Parking Lot Bid Tabulation.pdf](#)

Bid Tabulation

Golf Course Parking Area Project

August 27, 2013

Item No	Description	Quantity	Unit	Holbrook Asphalt		
				Unit Price	Total Price	Total Price
1	Surface Cleaning	183,313	SF	\$ 0.030	\$ 5,499.39	\$ -
2	Crack Seal	1	LS	\$ 17,950.00	\$ 17,950.00	\$ -
3	Slurry Seal	183,313	SF	\$ 0.24	\$ 43,995.12	\$ -
4	Surface Seal (HDMB)	183,313	SF	\$ 0.15	\$ 27,496.95	\$ -
5	Mobilization	1	LS	\$ 3,700.00	\$ 3,700.00	\$ -

Total Bid Amount

\$ 98,641.46

\$ -

City of St. George
Public Works Department
175 East 200 North
St. George, Utah 84770
Tel. (435) 627-4052
Fax (435) 627-4009
ccutler@sgcity.org



Memorandum

To: Connie Hood, Purchasing Manager
Cc:
From: Cameron Cutler, Transportation Services
Date: August 28, 2013
Re: Golf Course Parking Area Project - Recommendation to Award Bid

Bids were opening on August 27th at 2 pm for the Golf Course Parking Area Project consisting of crack seal, slurry seal, and High Density Mineral Bond (i.e. HA5) on the golf course parking lots. Only a single bid was submitted by a contractor. The bid amount for the project is \$98,641.46.

It is recommended to award the bid to Holbrook Asphalt for the amount of \$98,641.46.

Let me know if you have any questions.

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

Date Submitted 2013-08-28 13:50:47**Applicant** Courtney Stephens**Quick Title** Equipment Bid Award**Subject** Front End Loader Model 544K for Water Distribution.**Discussion** Purchasing from State Contract No. PD929 for purchase of the new front end loader. Local Vendor Honnen Equipment.**Cost** \$130,917.00**City Manager Recommendation** Approved in the current budget. Recommend approval.**Action Taken****Requested by** Scott Taylor**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

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

Date Submitted 2013-08-26 13:04:07

Applicant Courtney Stephens/Fleet

Quick Title Vehicle Bid Award

Subject (4) F-250 Pickups with Utility Beds for Parks Dept.

Discussion St. George Ford agreed to Local Vendor 5% Match, also, agreed to deduction of \$ 359.51 for pickup bed delete and harnesses that will be needed to accomodate units with utility beds. See memo. Cost of each unit after deducts and match: \$ 21,524.49 each

Cost \$86,097.96

City Manager Recommendation Approved in current budget necessitated by the reorganization in this division. St. George Ford agreed to match the low bid under the local bidder preference. Recommend approval.

Action Taken

Requested by C. Hood

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments Bid request sent to 5 suppliers but only two bids received: Larry Miller Ford and St. George Ford. See memo for additional information.

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

Date Submitted 2013-08-26 11:30:03

Applicant Cody Schmitt

Quick Title Asphalt Maintenance Bid Award

Subject Asphalt Maintenance of Parks and Trails

Discussion Formal bid for Asphalt Maintenance of Park Trails. Response received by only one supplier Holbrook Asphalt. This will be a blanket award for an amount not to exceed \$ 104,000 (budgeted). Will be valid through June 30, 2014. Maintenance schedule will be as reviewed and authorized by Cody Schmitt

Cost \$104,000 (nte)

City Manager Recommendation Recommend this not to exceed contract for trail maintenance.

Action Taken

Requested by C. Hood

File Attachments

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments Bid included 2" Asphalt Overlay at \$ 5.60 per linear ft., High Density Mineral Bond (ATWA Specs) at \$.154 cents per linear ft., Asphalt Patching at \$ 5.50 per linear ft., Crack Sealing at \$.36 cents per linear ft. and Striping at \$ \$.24 cents per linear ft.

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

Date Submitted 2013-08-12 13:03:21

Applicant Phil Solomon

Quick Title Annual O & M BidAward

Subject Annual O&M for Millcreek Facility

Discussion This is annual renewal contract for Operation and Maintenance for Millcreek facility.

Cost \$400,000

City Manager Recommendation Contract with GE for maintenance on our gas turbines as we have done in the past. Recommend approval.

Action Taken

Requested by C. Hood

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments Billed quarterly. This is year eight (8)

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

Date Submitted 2013-08-12 15:58:45**Applicant** Cameron Cutler**Quick Title** Little Valley Road Design/CM Agreement - Alpha Engineering**Subject** Consider approval of an engineering services agreement with Alpha Engineering for the Little Valley Road Project.**Discussion** This agreement includes both design engineering and construction management. Also included are surveying and testing which would otherwise be an extra charge.**Cost** \$78,491**City Manager Recommendation** Included in the current budget is an improvement project for Little Valley road. This contract with Alpha is for design and construction management services for this project.**Action Taken****Requested by** Larry H. Bulloch**File Attachments** [Little Valley Road DesignCM Agreement, Alpha.pdf](#)**Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments****Attachments** [Little Valley Road DesignCM Agreement, Alpha.pdf](#)

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 Alpha Engineering Company, with offices at 43 South 100 East, Suite 100, 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 Little Valley Road Improvements Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated August 7, 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 Civil 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 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,

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

CONSULTANT: Alpha Engineering Company
43 South 100 East, Suite 100
St. George, Utah 84770
Attention: Brent E. Gardner, P.E.

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**

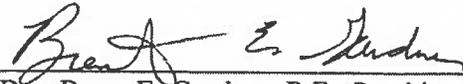
The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

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: Alpha Engineering Company

Daniel D. McArthur, Mayor



By: Brent E. Gardner, P.E., President

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM

Paula Houston, Deputy City Attorney



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

August 7, 2013

City of St. George
Attn: Mr. Cameron Cutler, P.E.
175 East 200 North
St. George, Utah 84770

Re: Little Valley Road Improvements

Dear Cameron,

We appreciate the opportunity to submit this proposal to provide civil engineering services for the above mentioned project. It is our understanding the proposed project will consist of design of improvements of portions of Little Valley Road from Valley Springs Drive to 3670 South. We understand you have already completed topographic survey of the project and made it available for our use. We understand the project will include improvements to the existing 66-ft right of way with a minimum of 30 feet of asphalt and curb, gutter & sidewalk improvements on portions of the road as outlined in the attached exhibit. We also understand the project will incorporate design of dry sanitary sewer in a portion of the road to serve future development in the area.

We understand it is desirable to lower a portion of the road to eliminate flooding potential to the existing homes that are lower than the road. We also understand there is a private 4-inch irrigation line in the right-of-way that may need to be either replaced with new pipe or have the well re-located as part of the project.

Outlined on the following pages is our proposed scope of work to provide professional civil engineering services and the associated costs (Exhibit A). It is our understating that the total improvement costs including engineering are estimated at \$860,000.00.

We appreciate the opportunity to work with you on this project. Please let us know if you have any questions regarding this proposal.

Sincerely,

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

EXHIBIT A - SCOPE OF WORK LITTLE VALLEY ROAD IMPROVEMENTS

ARTICLE 1

DESIGN ENGINEERING SCOPE OF WORK

The general extent of design engineering work to be performed is outlined as follows:

- 1.1 Topographic and Right of Way Survey.** The ENGINEER will review the topography provided by the City and will complete any additional survey necessary for the design. This will include locating the finish floor and driveways of existing homes along the alignment to evaluate the feasibility of lowering the road. The ENGINEER will also plot the road dedication and property ownership along the proposed alignment.
- 1.2 Preliminary Design.** The ENGINEER will utilize the topographic survey provided by the City and the additional survey completed in task 1.1 to develop a preliminary profile of the road. The ENGINEER will coordinate with the water department to pothole and locate the existing water, power, phone & cable along the alignment. We understand the City will assist with the potholing and survey of the utilities. The ENGINEER will plot the located utilities and utilize that information to assist in developing a proposed design finish grade for the road improvements. The ENGINEER will provide the preliminary design profile to the City and host a design meeting to evaluate the finish grade options.
- 1.3 Geotechnical Report.** The ENGINEER will coordinate with a consultant to prepare a geotechnical report for the project which will include 8 bore holes spaced at approximately 800' intervals along the alignment to define the soil conditions along the alignment. The bore holes will extend to a depth of approximately 6.5 feet unless competent material is encountered prior to this depth. Samples will be obtained from the borings and laboratory testing will be completed to evaluate soil properties and provide data for pavement design. The geotechnical report will make recommendations for subgrade preparation and treatment as well a roadway pavement cross section design. In addition, the report will address excavation requirements, suitability and use of on-site materials and recommended compaction requirements.
- 1.4 Conduct Utility Field Review.** After the preliminary construction drawings are prepared, the ENGINEER will work with the City and affected utilities to resolve any conflicts and coordinate any re-locations required for the chosen finish grade of the road. The construction drawings will be updated to reflect any changes made. We understand there is a private 4-inch irrigation line that is in a portion of the Right-of-Way. We will evaluate options to either: 1) remove and replace this line with C-900 pvc pipe or 2) to relocate the existing well such that the portion of the line that is in the Right-of-Way can be abandoned.

- 1.5 **Sanitary Sewer Design.** The ENGINEER will utilize the preliminary design for sanitary sewer provided by the City and incorporate it into the Construction Drawings. The ENGINEER will review and adjust the preliminary design as necessary based on the finish grade profile and location of other utilities.
- 1.6 **Construction Plans and Specifications.** Final construction plans and specifications will be prepared for the road including finish grade plan & profile sheets, pavement section, curb & gutter, sidewalk details, sewer design and utility relocations with appropriate details. The plans and specifications will be submitted to the OWNER for review.
- 1.7 **Make Revisions/Additions.** After receiving comments from the City of St. George, the construction drawings, Engineer's estimate, and contract documents will be revised accordingly.
- 1.8 **Assemble Bid Package.** The revised construction drawings, Engineer's estimate, and contract documents will be assembled and submitted to the City of St. George for review. Upon receiving final approval of the plans and specifications, the Bid package will be put together for bidding the project.

ARTICLE II

CONSTRUCTION ENGINEERING SCOPE OF WORK

The general extent of construction engineering work to be performed is outlined as follows:

- 2.1 **Bid Advertisement.** The ENGINEER will prepare for the OWNER an advertisement for bids for the roadway improvements. The ENGINEER will also provide copies of the drawings, specifications, and contract documents required by prospective bidders, material suppliers, and other interested parties, but may charge for the actual cost of such copies.
- 2.2 **Pre-Bid Meeting.** The ENGINEER will invite all potential bidders and conduct a pre-bid meeting. Elements of the contract will be discussed and presented to potential bidders to aid them in preparation of their bids.
- 2.3 **Bid Opening.** The ENGINEER will attend the bid opening and tabulate the bid proposals and shall make an analysis of the bids and make recommendations for awarding contracts for construction.
- 2.4 **Contract Award.** Upon award of the Contract, the ENGINEER will furnish to the OWNER, five (5) sets of contract plans and specifications for execution of the contract.
- 2.5 **Preconstruction Conference.** The ENGINEER shall provide notification for and conduct a Preconstruction Conference for the project prior to beginning work. Invitations to the Preconstruction Conference shall be issued to the OWNER, Contractor, and others having specific interest in the project.

- 2.6 Construction Staking.** The ENGINEER will provide construction staking for the project including curb & gutter stakes, sub-grade stakes, and blue top of finish gravel. Stakes will also be provided for sewer manholes and utility relocations.
- 2.7 Contractor Partial Payments.** The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit the same to the OWNER for payment.
- 2.8 Construction Observation & Testing.** The ENGINEER will provide part time observation of the work to ascertain satisfactory completion of work performed. In addition, periodic testing including proctors to determine optimum density, density tests, gradations, and concrete testing will be performed. The ENGINEER does not guarantee the performance of the Contractor(s) by the ENGINEER's performance of said periodic construction observations. The ENGINEER's undertaking hereunder shall not relieve the Contractor of the obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. We understand the OWNER will provide inspectors to insure performance of the contractors.
- 2.9 Substantial Completion.** The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of satisfactory completion to and obtain the written acceptance of the facility from the OWNER.
- 2.10 Record Drawings.** The ENGINEER will provide the OWNER with one set of reproducible record drawings and two sets of prints to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction and reviewed by the ENGINEER and from the ENGINEER's construction data.

ARTICLE III

BASIS OF COMPENSATION

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

- 3.1 Design Fee.** For all design engineering services as outlined in Article 1, "Design Engineering Scope of Work", the ENGINEER shall be compensated the fixed fee of: Forty Two Thousand Eight Hundred Fifty Three dollars, \$42,853.00 The design fee has been broken down for the different aspects of the project as follows:

Roadway Design:

1.1	Topographic and Right-of-Way Survey	\$3,040.00
1.2	Preliminary Design	\$10,683.00
1.3	Geotechnical Report	\$4,118.00
1.4	Conduct Utility Field Review	\$4,404.00
1.5	Sanitary Sewer Design.....	\$4,236.00
1.6	Construction Plans & Specifications	\$9,374.00
1.7	Make Revisions/Additions.....	\$3,392.00
1.8	Assemble Bid Package	\$3,606.00
	Total Design	\$42,853.00

3.2 Construction Engineering Fee. For all construction engineering services as outlined in Article 2, "Construction Engineering Scope of Work", the ENGINEER shall be paid on an hourly rate basis in accordance with our *Standard Rate Schedule* (Attachment "A"). The following amounts are estimated assuming a 12-week (5 days/week for 3 months) construction period with part time construction observation.

Construction Management

Item	Rate	Quantity	Cost
Principal Engineer, P.E. (1 hr/wk)	\$132	12	\$1,584.00
Project Engineer II, P.E. (1 hr/wk)	\$89	12	\$1,068.00
Project Engineer I, P.E. (8 hrs/wk)	\$83	96	\$7,968.00
Land Surveyor, L.S.	\$92	9	\$ 828.00
Survey Crew Chief w/ GPS (10 trips)	\$101	76	\$7,676.00
Design Technician (Record Drawings)	\$58.00	8	\$464.00
Field Materials Testing (Landmark Testing)	\$14,850	1	\$14,850.00
Direct Costs	\$1,200	1	\$1,200.00
Total Estimated Construction Management			\$35,638.00

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

ATTACHMENT "A"

**ALPHA ENGINEERING COMPANY
STANDARD RATE SCHEDULE**

May 2013

Principal Engineer (PE): \$132.00 / hour

Senior Engineer II (PE): \$109.00 / hour

Senior Engineer I (PE): \$98.00 / hour

Project Engineer II (PE): \$89.00 / hour

Project Engineer I (PE): \$83.00 / hour

Project Engineer (PE): \$72.00 / hour

Business Manager: \$55.00 / hour

Engineer (EIT): \$66.00 / hour

Head Design Technician: \$58.00 / hour

Design Technician: \$50.00 / hour

Senior Licensed Surveyor: \$92.00 / hour

Licensed Survey Crew Chief: \$66.00 / hour

Survey Crew Member: \$45.00 / hour

GPS Survey Equipment: \$35.00 / hour

Inspector: \$45.00 / hour

Secretary: \$37.00 / hour

Type I Survey Monuments: \$364.00 each

Type II Survey Monuments: \$156.00 each

Mileage: \$0.55 / mile

Large Format Prints / Copies:	24x36 (b&w) \$2.00 / print	24x36 (color) \$8.00
	30x42 (b&w) \$3.00 / print	30x42 (color) \$9.00

Photocopies:	8.5x11 (b&w) \$0.10 / page	8.5x11 (color) \$1.00 / page
	11x17 (b&w) \$0.20 / page	11x17 (color) \$2.00 / page

*Other expenses will be billed at cost plus 10%.

*Rates will be adjusted periodically to reflect inflation and cost changes.

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

Date Submitted 2013-08-20 11:29:00**Applicant** Cameron Cutler**Quick Title** Indian Hills Local Government Agreement**Subject** Consider approval of a UDOT Local Government Agreement for preconstruction Engineering with Sunrise Engineering.**Discussion** This agreement includes planning, environmental permitting and design of the road and drainage improvements on Indian Hills Dr. We may reduce the scope of work for the project during the planning process. If that happens the final fee may be less.**Cost** \$329,798.25**City Manager Recommendation** City has a match but the contract is being administered by UDOT because of the funding coming from the MPO. Sunrise is the engineering firm.**Action Taken****Requested by** Larry H. Bulloch**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

24

City of St. George
Public Works Department
175 East 200 North
St. George, Utah 84770
Tel. (435) 627-4052
Fax (435) 627-4009
ccutler@sgcity.org



Memorandum

To: Gary Esplin, City Manager
Cc:
From: Cameron Cutler, Transportation Services *CC*
Date: August 29, 2013
Re: Indian Hills Dr Project – Design Contract

Attached is the design contract with Sunrise Engineering for the Indians Hills Dr Project. The contract is for a maximum amount of \$329,798.25. This contract is recommended to City Council for approval.

The project is funded (1) through the MPO using State/Federal monies and (2) through City monies as follows:

State/Federal Funding -	\$1,476,000
City of St. George Funding -	<u>\$2,000,000</u>
Total -	\$3,476,000

Let me know if you have any questions.

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

Date Submitted 2013-08-22 10:14:03

Applicant Jared Bates, Rosenberg Associates

Quick Title Public Hearing/Ordinance - Final Plat Amendment

Subject Request to approve a Final Plat Amendment for Twin Creeks at Stonebridge Phase 3.

Discussion The purpose of this Amended Final Plat is to change Note 2 on the Final Plat of Twin Creeks at Stonebridge Phase 3 to give Lot 21 a 10 Foot side yard building setback, or the westerly boundary, instead of a 20 Foot side yard building setback. No other changes were made or intended with this change.

Cost \$0.00

City Manager Recommendation Staff cannot see any negatives with this request recommend approval.

Action Taken

Requested by Todd Jacobsen

File Attachments [TWIN CREEKS AT STONEBRIDGE PH 3 1of2 2594.tiff](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments This request was reviewed and approved by Jay Sandberg in the Engineering Division.

Attachments [TWIN CREEKS AT STONEBRIDGE PH 3 1of2 2594.tiff](#)

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

Date Submitted 2013-08-22 10:10:54

Applicant Roger Bundy & City of St. George

Quick Title Public Hearing/Ordinance - Final Plat Amendment

Subject Request to approve a Final Plat Amendment for Riverside Heights Plat 'H' Subdivision

Discussion The purpose of this Amended Final Plat is to eliminate Lot 126 and its associated public utility easements from the Final Plat of Riverside Heights Plat "H" Subdivision. No other changes were made or intended with this change.

Cost \$0.00

City Manager Recommendation Removes the property the City purchased to facilitate a restroom and structures for the proposed Millcreek park. This would eliminate this lot from the plat. Recommend approval.

Action Taken

Requested by Todd Jacobsen

File Attachments [Riverside Heights Plat H-Amended Final Plat.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments Lot 126 was purchased by the Parks Department in order to provide parking for the future park located to the north of this lot.

Attachments [Riverside Heights Plat H-Amended Final Plat.pdf](#)

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

Date Submitted 2013-08-22 10:06:36

Applicant Jerry Riggs, Riggs Family Development

Quick Title Public Hearing/Ordinance - Final Plat Amendment

Subject Request to approve a Final Plat Amendment for Jedora Estates Phase 2

Discussion The purpose of this Amended Final Plat is to vacate the drainage easement that exists over all of Lot 62 of Jedora Estates Phase 2, and to retain 10.00 foot public utility and drainage easement along all street side property lines and a 7.50 foot public utility and drainage easement along all side and back lot lines . No other changes were made or intended with this change.

Cost \$0.00

City Manager Recommendation Staff has reviewed this request and has recommended approval.

Action Taken

Requested by Todd Jacobsen

File Attachments JEDORA ESTATES PH 2 2333.tiff

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments This was reviewed by Jay Sandberg in the Engineering Division as well as Wes Jenkins in the New Development Division.

Attachments JEDORA ESTATES PH 2 2333.tiff

DRAFT

Agenda Item Number : **3D**

Request For Council Action

Date Submitted 2013-08-29 13:17:52

Applicant Gary S. Esplin

Quick Title Public Hearing on 2013-2014 Budget Adjustments

Subject Public Hearing to consider changes to the current 2013-2014 fiscal budget.

Discussion Proposed adjustments to the current budget to account for grants received and to budget funds for some projects that were not completed in the last fiscal year.

Cost \$

**City Manager
Recommendation**

Action Taken

Requested by Gary S. Esplin

File Attachments

**Approved by Legal
Department?**

Approved in Budget? Amount:

Additional Comments

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

Date Submitted 2013-08-21 10:21:12**Applicant** City of St. George**Quick Title** Resolution to Approve Amendments to Fiscal Year 2013-14 Budget**Subject** Resolution and Public Hearing to review and approve requested budget openings to the Fiscal Year 2013-14 Budget.**Discussion** There are only a handful of budget opening requests at this time; however, the State Auditor's Office has emphasized their focus on making sure projects are budgeted before-the-fact rather than as a "housekeeping" item afterwards. As such, the intention is to have a routine Budget Opening Public Hearing approximately every two months, if needed.**Cost** \$0.00**City Manager Recommendation** Federal grants for the police department and the Airport. City was awarded a hazard mitigation grant for work to be done in the river adjacent to the Doctor's free clinic. Carry forward funds for projects not completed in last year's budget but planned to go forward this year.**Action Taken****Requested by** Deanna Brklacich**File Attachments** [Sept. 5, 2013 Budget Opening.pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [Sept. 5, 2013 Budget Opening.pdf](#)



GENERAL FUND ADJUSTMENTS

1	10-4211-2300	Police Dept. - Travel & Training	3,310	
	10-33100	Federal Grant Revenues		3,310

To budget for a federal S.L.O.T. grant from the Dept. of Homeland Security to send detectives to the California Gang Investigator Association Conference.

2	10-4555-1200	Salaries and Wages	26,174	
	10-4555-1300	FICA	2,002	
	10-4555-1310	Insurance	576	
	10-4555-2300	Travel/Training	1,025	
	10-4555-2400	Office Supplies	150	
	10-4555-2700	Special Departmental Supplies	5,728	
	10-4555-3100	Professional & Tech. Services	420	
	10-33400	State Grants Revenues		36,075

To budget for a new grant from Workforce Services to fund an After-School Program at East Elementary School.

3	10-5400-3100	Airport - Professional & Technical Services	137,454	
	10-33100	Federal Grant Revenues		125,000
	10-4810-9100	Transfers to Other Funds		12,454

To budget for a new grant from the FAA to perform a mandated Wildlife Hazard Assessment study for the new airport. The Federal portion is 90.94% and the City's match is 9.06%.

OTHER FUNDS

4	41-4100-7300	Economic Development - Improvements	20,000	
	41-38800	Economic Development - Appropriated Fund Balance		20,000

To carry forward last year's budget for emergency repairs of the netting at the Southgate Golf - Driving Range due to damage caused by recent high wind storms. The project was delayed and not started until this current fiscal year.

5	87-8700-7676	Public Works CPF - Riverside Dr Erosion Protection HMGP	348,194	
	87-33100	Public Works CPF - Federal Grants		261,145
	87-38200	Public Works CPF - Transfers from Other Funds		87,049
	59-5900-9100	Drainage Utility Fund - Transfers to Other Funds	87,049	
	59-38800	Drainage Utility Fund - Appropriated Fund Balance		87,049

To budget for the award from FEMA for the Riverside Dr Erosion Protection - Hazard Mitigation Grant Program and budget for the City's 25% match from the Drainage Utility Fund.



CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2013-14
Sept. 5, 2013

6	87-8700-7670	Public Works CPF - Red Hills/Red Cliffs Connection	70,000	
	87-38800	Public Works CPF - Contributions from Other Governments		60,000
	87-38200	Public Works CPF - Transfers from Other Funds		10,000
	45-4500-9100	Street Impact Fund - Transfers to Other Funds	10,000	
	45-38800	Street Impact Fund - Appropriated Fund Balance		10,000

To carry forward last year's budget for the Dixie MPO and UDOT's participation in funding the Red Hills/Red Cliffs Drive corridor connection study.

7	87-8700-7665	Public Works CPF - MP8 Interchange Area	500,000	
	87-38200	Public Works CPF - Transfers from Other Funds		500,000
	45-4500-9100	Street Impact Fund - Transfers to Other Funds	250,000	
	45-38800	Street Impact Fund - Appropriated Fund Balance		250,000
	27-2700-9100	Transportation Improvement Fund - Transfers to Other Funds	250,000	
	27-38800	Transportation Improvement Fund - Appropriated Fund Balance		250,000

To carry forward last year's budget for the City's participation in UDOT's MP8 Interchange improvement project. It was anticipated the City would be invoiced by UDOT in Fiscal Year 2013; however, the project was delayed and not started until this current fiscal year.

8	90-9000-7020	9010 Flood Fund - Roads & Bridges	56,154	
	90-38200	9010 Flood Fund - Transfers from Other Funds		56,154
	59-5900-9100	Drainage Utility Fund - Transfers to Other Funds	56,154	
	59-38800	Drainage Utility Fund - Appropriated Fund Balance		56,154

To budget for the City's 6.77% match to repair/remove sediment from various bridges from the 2010 Floods funded by FHWA Emergency Relief funds (administered by UDOT) and fund the City's match from the Drainage Utility Fund.

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

Date Submitted 2013-08-26 18:10:34**Applicant** Teri Iverson**Quick Title** Mustache Dash Fun Run**Subject** Consider request to waive Crosby/Confluence Park use fee.**Discussion** Sponsored by Big Brothers-Big Sisters of Utah, a 501(c)(3) organization.**Cost** \$0.00**City Manager Recommendation** Appears to be very worthwhile event. Recommend approval for the fee wavier with the understanding from the group that they will provide cleanup. November 23 is the date for the event.**Action Taken****Requested by** Bill Swensen**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

6A

Special Event Report

Event: Mustache Dash Fun Run

Date: November 23

Time: 8:00 am – 12:00 pm

Location: Crosby/Confluence Park

Summary: This event is a family-friendly fundraising event for Big Brothers-Big Sisters of Utah involving ~200 adults and children.

Volunteers will provide security and monitor the area for necessary trash clean up.

Special Events Review Committee (SERC) Comments:

No comments or concerns from staff.

Final Staff Review: Approval of event.

DRAFT

Agenda Item Number : **6B**

Request For Council Action

Date Submitted 2013-08-26 18:04:53

Applicant Kalynn Larson

Quick Title Dixie State University Tailgate Events

Subject Consider request to close 500 South from 600 East thru 700 East for Dixie State University Tailgate events during October and November.

Discussion

Cost \$0.00

City Manager Recommendation Similar request as in previous years. To my knowledge we have not had complaints or problems. The Special Event Committee will review the application next week and may have additional information after that meeting. Recommend approval.

Action Taken

Requested by Bill Swensen

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Special Event Report

Event: Dixie State University Tailgate Events

Date: 5 Saturday dates from September 14 through November 16

Time: 2:30 pm - 6:30 pm

Location: 500 South from 600 East through 700 East

Summary: This event for Dixie State University home football games will involve the closure of 500 South from 600 East through 700 East. The street area will be used for tailgating with BBQ's, blowup toys for children, decorated cars, music and giveaways.

This event is expected to have 600 participants with 35 volunteers/event staff overseeing the venue.

Special Events Review Committee (SERC) Comments:

No staff review at this time as this application was received on August 26.

Final Staff Review: Tuesday, September 3

This event will be included within the agenda of the SERC monthly coordination meeting.

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

Date Submitted 2013-08-26 17:42:04**Applicant** Logan Cox**Quick Title** Pine View High School Homecoming Dance**Subject** Consider approval to use the 4th floor of the Downtown Parking Garage for the 2013 Homecoming Dance event. Consider request to waive the Special Event fee.**Discussion****Cost** \$0.00**City Manager Recommendation** Seems like a great place for an outside dance if security and safety are provided as it is 4 stories. The music volume and trash would be other concerns. If all issues are addressed recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

Special Event Report

Event: Pine View High School Homecoming Dance

Date: Saturday, September 28

Time: 8:00 pm -11:00 pm

Location: 4th Floor Downtown Parking Garage

Summary: This event will involve ~250 students with 10 chaperons, and school resource officers.

Music will be provided by a DJ, refreshments will be served and pictures will be taken.

Special Events Review Committee (SERC) Comments:

Volume of music	The volume of music will be kept to a reasonable level with monitoring by the chaperons and school resource officers.
Restroom facilities	JMI Property Services will provide access to restrooms facilities.
Owner approval	Receipt of authorization to use the facility has been received from JMI Property Services.
Additional Security	Approval of Security Plan pending from Capt. Staley with SGPD
Trash	Trash/Recycle bins will be provided by Dixie High School Homecoming Dance committee.

Final Staff Review: Wednesday, September 4

Coordination meeting scheduled with city staff and JMI Property Services group.

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

Date Submitted 2013-08-26 17:39:58**Applicant** Kayla Spilker**Quick Title** Dixie High Homecoming Dance**Subject** Consider approval to use the 4th floor of the Downtown Parking Garage for the 2013 Homecoming Dance event. Consider request to waive the Special Event fee.**Discussion****Cost** \$0.00**City Manager Recommendation** Similar to the previous request from Pine View High. The date for this event is September 14th. Recommend approval if conditions recommended can be implemented.**Action Taken****Requested by** Bill Swensen**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

Special Event Report

Event: Dixie High School Homecoming Dance

Date: Saturday, September 14

Time: 8:30 pm -11:00 pm

Location: 4th Floor Downtown Parking Garage

Summary: This event will involve ~250 students with 5 chaperons, 1 administrator and 2 school resource officers.

Music will be provided by a DJ, refreshments will be served and pictures taken.

Special Events Review Committee (SERC) Comments:

Volume of music	The volume of music will be kept to a reasonable level with monitoring by the chaperons and school resource officers.
Restroom facilities	JMI Property Services will provide access to restrooms facilities.
Owner approval	Receipt of authorization to use the facility has been received from JMI Property Services.
Additional Security	Approval of Security Plan pending from Capt. Staley with SGPD
Trash	Trash/Recycle bins will be provided by Dixie High School Homecoming Dance committee.

Final Staff Review: Wednesday, September 4

Coordination meeting scheduled with city staff and JMI Property Services group.

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

Date Submitted 2013-08-26 17:58:25**Applicant** Caru Das & Mark Kemp**Quick Title** Festival of Colors**Subject** Consider request to hold the Festival of Colors at the Dixie Sun Bowl on Saturday, October 19**Discussion** As per staff review the applicants were required to submit specific details relating to site layout, security, vendors, food, parking, restrooms, etc. This is the 2nd consideration for the Festival of Colors event.**Cost** \$0.00**City Manager Recommendation** Attached are the comments from staff and the applicant. I believe the major issues are the bands and level of noise in the neighborhood and cleanup of the color as well as the refuse from the crowd along with security. Applicant should address these issues with the Council as well as others if necessary.**Action Taken****Requested by** Bill Swensen**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

August 20, 2013

Festival of Colors

Review and Additional Requirements

Dear Caru Das,

Please be advised that the following additional information and specific details need to be submitted for further review of your proposed event.

Submittal of an aerial or view or sketch of the Sun Bowl with layout details of the venue. Specifically identify the ingress and egress locations, stage(s), emergency station, lost and found area, food vendors, security command center, etc.

VENDORS/FOOD

- ✓ Vendors selling products/food
 - Identify and expand on this with the type of products and food, name of vendors, etc.
- ✓ as per your request, the city stage is not available; we do not rent it to private events.
 - Identify your stage size, dimensions, etc.

SITE SETUP/SOUND

- ✓ Portable sanitary units
 - Identify the number of units that you propose to place and their locations. Possibly relate the numbers to the size of anticipated attendees.
- ✓ The music check box was not selected on your application but you identified "bands" within your event description.
 - Identify number of bands, type of music, acoustic or amplified.
- ✓ PA/Audio system
 - Identify scope of use and intent of volume. The Sun Bowl is in surrounded by residential neighborhoods and a city park, therefore loud music will not be permitted.
- ✓ Trash/Recycle bind coordination
 - Identify your proposed collection point(s) of trash and recycling plan if warranted.

SECURITY / OTHER Please address your security plan in detail. A separate page to explain staging areas for security personnel, back-up plan for emergency, etc.

- Questions:
 - Is body surfing promoted?
 - Are mosh pits an issue and if so how will this be controlled?
 - Are there health risks associated with the throwing of colors?
- ✓ Identify security control center
 - Primary area for coordination of security
- ✓ Identify lost and found center
 - This would be for both persons and personal items.
- ✓ Intoxicated festival goers
 - How will this be handled?
 - How will police be notified?
- ✓ Identify type of security beyond Private Citizens in Security Shirts or Vests
 - Primary form states use of City Police
 - Fee for use of off-duty police officers is \$45 per hour
 - If private citizens are used they must pre-approved by St George Police Dept.
- ✓ Parking of vehicles
 - Identify primary location of vehicle parking and overflow parking area
- ✓ Emergency Response personnel
 - not designated on form but you must submit a plan that includes EMT's, how many, located where, whom?

This may seem extensive but we want to be prepared and likewise are seeking to assist you in having a successful event.

In advance, thank you for the updated information.

August 20, 2013

Festival of Colors

Response and Update of Event Details

Dear Bill,

Thanks for getting back to me with those answers.

My wife is sketching the aerial view plot plan, and when she is done, I'll send that. It would be good if I could drive down there one day and get inside the area for a better look: any water hookups, electrical outlets (save a lot if we don't have to rent a generator), rest room facilities.

From the stage as the MC I would caution people not to throw colors near the white side walls. We also have white walls on our temple, and use a pressure washer to clean colors off. It works 99 per cent and then in a couple of weeks the sun has done the rest. But we have 75,000 people. We are estimating only 500 -1,000 at the first event in St George.

With that quantity of people I do not think we need to hire any police. In Spanish Fork the police's function has been mainly to direct traffic. They have never asked for a presence inside the festival grounds. We use John Dennison's men to handle our security and they do a good job. I think two to four of his men would suffice in St. George to check bags for alcohol, drugs etc. I'll talk to him and give you his number.

All our events are advertised as alcohol, drug, and even cigarette free. We do our best to bar any intoxicated person from entering, and if we find such inside misbehaving, we ask them without touching them if they will walk with us to the exit. If not, we call the police to eject them. To my knowledge police have never had to come on the property in Spanish Fork to forcibly eject any one.

Our events are strictly vegetarian so if the Lions Club can survive the humiliation of selling tofu hog dogs and veggie burgers, we'd be glad to partner with them. Otherwise, or even in addition, Camille's is interested to offer veggie fare like wraps, smoothies etc.

We have 15 foot tall feather flags and tents to match, with the following annotations: "First Aid " (2 EMT's with lots of eye wash), "Lost and Found" (Persons as well as things), "Food Court", "T Shirts" "Color Sales" "Yoga" "Books" "Q & A"

Mosh Pits are strictly prohibited and our security knows how to quickly and safely shut them down. Body surfing is done to some small degree in Spanish Fork late Saturday afternoon when the crowd is at its peak. I don't anticipate any of that with a small crowd in St George. We had a Color Fest in Los Angeles last March with 7,000 in attendance and there was NO body surfing there. Just let me take a moment to mention this is a VERY PEACEFUL event. The masses of people in Spanish Fork will always include a few rowdies but police have always mentioned they are amazed at how well behaved everyone is.

Trash wise, we've found the best thing is to rent a dumpster and keep it near the exit. Crowds at color fests have always cleaned up all the trash before leaving the grounds at the end of the day.

I'll need to know how many restrooms are in the Sun Bowl before knowing how many portable units might be needed.

We have invited two electronic bands (five members in each..lead, bass guitar, drums, keyboard,etc) to play each for 90 minutes and have DJing in the intervals. The one band, Called "Ananda Groove" has played at our Color Events in Spanish Fork for years. The other is a California based band called "Prem" which means "Divine Love." They will both play consciousness raising mantras the overall effect is to energize the crowd, but in a totally positive way.

We don't want to blow out the neighbors or precipitate complaints, but would be disappointing not to be able to use enough amplification to generate some excitement. This is a daylight event. Noise ordinances are usually more generous during the day than at night. We would have to get this specified because it is an important point.

We will be looking to rent a stage 20' X 32' in size.

We do charge a modest \$ 3 entry fee to adults and children under 12 are free. The entry fee helps to pay for the bands, their travel and expenses.

Hope to have that plot plan to you in a day or two.

As a PS to this communication, I have pasted cautions on the FAQ page of our web site, as well as the link to it. All festival goers are asked to familiarize themselves with these points before coming. Lastly, these cautions are to give an optimum experience for crowds of up to 75,000 people over a couple of days. We shall be fully prepared, but with a relatively small gathering in St George for five hours, I do not expect any serious problems.

Thanks for your time and consideration.

Best, Charu Das

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

Date Submitted 2013-08-21 14:31:45

Applicant PC

Quick Title PC Report from 8/27/13 meeting

Subject Consider the report from the Planning Commission meeting of August 27, 2013.

Discussion The PC agenda for 8/27/13 has 9 final plats, 3 amended final plats, 1 preliminary plat, and a public hearing on a proposed zoning code amendment dealing with large cargo containers used for storage sheds. The City Council action items will be to set a public hearing date for the code amendment, and consider the various final and preliminary plats. As evidenced by the numerous new subdivision plats, housing construction is staying very robust.

Cost \$0.00

City Manager Recommendation Busy Planning Commission meeting several final and preliminary plats for approval.

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: AUGUST 27, 2013
CITY COUNCIL MEETING: SEPTEMBER 5, 2013

1. **PUBLIC HEARING TO BE ADVERTISED FOR SEPTEMBER 19, 2013**

Consider a proposed amendment to the City Zoning Regulations, Title 10, Chapter 2 “Definitions” and 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.).

2. **FINAL PLATS**

- A. Consider approval of a final plat for “**Anasazi Ridge Ph 5**” a two (2) lot residential subdivision. The representative is Mr. Marc Brown, Brown Consulting Engineers. The property is zoned PD-R (Planned Development Residential) and is located at approximately 2400 North Cohonina Trail. Case No. 2013-FP-026 (Staff –Todd J.).
- B. Consider approval of a final plat for “**Arthur Grant Commercial Subdivision**” a three (3) lot commercial subdivision. The representative is Mr. Brandon Anderson, Rosenberg Associates. The property is zoned C-3 (General Commercial) and is located at approximately 650 North Dixie Drive (south of Albertsons Grocery Store on the east side of Dixie Drive). Case No. 2013-FP-028 (Staff –Todd J.).
- C. Consider approval of a final plat for “**Cottonwood Ph 2**” a nineteen (19) lot residential 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 approximately 2870 East and 3400 South (in the Little Valley area south of Crimson Ridge Drive and west of 3000 East). Case No. 2013-FP-013 (Staff –Todd J.).
- D. Consider approval of a final plat for “**Cottonwood Ph 3**” an eight (8) lot residential 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 approximately 2910 East and 3460 South (in the Little Valley area south of Crimson Ridge Drive and west of 3000 East). Case No. 2013-FP-014 (Staff –Todd J.).
- E. Consider approval of a final plat for “**Las Colinas Ph 3**” a twelve (12) lot residential subdivision. The representative is Mr. Jim Raines, Bush and Gudgell. The property is zoned PD-R (Planned Development Residential) and is located at approximately 890 West and 3930 South (south of the Bloomington Development and north of Sun River St George development along the west side of Pioneer Road). Case No. 2013-FP-001 (Staff –Todd J.).

- F. Consider approval of a final plat for “**River Stone Ph 1**” a thirteen (13) lot residential 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 approximately 850 West and 4100 South (south of the Bloomington Development along the west side of Pioneer Road) Case No. 2013-FP-030 (Staff – Todd J.).
- G. Consider approval of a final plat for “**Meadow Park Ph 1**” a twenty-one (21) lot residential subdivision. The representative is Mr. Roger Bundy, R & B Surveying. The property is zoned RE-12.5 (Residential Estate 12,500 square foot minimum lot size) and R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and is located at approximately 2240 East and Horseman Park Drive (west of the Little Valley Elementary School). Case No. 2013-FP-034 (Staff –Todd J.).
- H. Consider approval of a final plat for “**Tonaquint Valley Ph 3**” a thirteen (13) lot residential subdivision. The representative is Mr. Bob Hermandson, Bush and Gudgell. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and is located at approximately 1200 West and 2280 South (in the Tonaquint Heights, Terrace, and Valley developments, south of the Tonaquint Intermediate School). Case No. 2013-FP-040 (Staff –Todd J.).
- I. Consider approval of a final plat for “**Village at Little Valley Ph 3**” a nine (9) lot residential 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 approximately 2440 East and Crimson Raod (south of Little Valley Elementary School). Case No. 2013-FP-027 (Staff –Todd J.).

3. **FINAL PLAT AMENDMENTS – PUBLIC HEARINGS (5:00 P.M.)**

- A. Consider approval of an amended thirty-five (35) lot residential subdivision to vacate the drainage easement that exists over the entire lot of “**Lot 62 Jedora Estates Ph 2.**” The representative is Mr. Jerry Riggs, Riggs Family Development. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and is located at approximately 2000 East and 2710 South Circle. Case No. 2013-FPA-xxx (Staff –Todd J.).
- B. Consider approval of an amended nineteen (19) lot residential subdivision to eliminate **Lot 126** and its associated public utility easements from the final plat of “**Riverside Heights Plat “H.”**” The representative is Mr. Roger Bundy, R & B Surveying. The property is zoned R-1-6 (Single Family Residential 6,000 square foot minimum lot size) and is located at approximately 2940 East and 110 North. Case No. 2013-FPA-029 (Staff-Todd J.)
- C. Consider approval of an amended twelve (12) lot residential subdivision to change Note 2 on the final plat of “**Twin Creeks at Stonebridge Phase 3**” to give **Lot 21** a ten foot (10’) side yard setback on the westerly boundary (instead of 20’). The representative is Mr. Jared Bates, Rosenberg Associates. The property is zoned PD-R

PCR ITEM 4

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013
CITY COUNCIL MEETING: 09/05/2013

PRELIMINARY PLAT

Clear Valley Farms Subdivision

Case No. 2013-PP-038

Request: A request to approve a preliminary plat for a 7 lot residential subdivision.

Location: The property is located at the southeast corner of 1070 South and Morningside Drive (700 East), which is in Section 32 Township 42 South and Range 15 West.

Property: 2.99 acres

Number of Lots: 7

Density: 2.34 dwelling units per acre

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

Adjacent zones: East – R-1-10
West – R-1-8
South – R-1-10
North – R-1-10

General Plan: LDR (Low Density Residential)

Applicant: Dave Young
1634 South 3000 East,
St. George, Utah 84790

Engineer: Alpha Engineering

Representative Kade Bringhurst

Comments: Curb, gutter and asphalt pavement are existing. The developer will be required to install sidewalk and extend utility services to each lot. The developer will be required to install a sewer main on the south side of the lots and provide a 25-foot utility easement to the City to maintain this proposed sewer main.

(Planned development Residential) and is located at approximately 2045 West 510 North Circle. Case No. 2013-FPA-xxx (Staff – Toddd J.).

4. **PRELIMINARY PLAT**

Consider a preliminary plat request for “**Clear Valley Farms**” to create seven (7) single family residential lots on 2.99 acres. The applicant is Mr. Dave Young and the representative is Mr. Kade Bringhurst, Alpha Engineering. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and is located at the southeast corner of 1070 South and Morningside Drive (700 East). Case No. 2013-PP-038. (Staff – Wes J.).

PCR ITEM 2A

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013
CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT

Anasazi Ridge at Entrada Phase 5

Case No. 2013-FP-026

Request: Approval of a 2 Lot Residential Subdivision Final Plat

Representative: Marc Brown, Brown Consulting Engineers
163 South 1600 West, #5
St. George, UT 84770

Property: Located at approximately 2400 North Cohonina Trail (in the
Entrada Development)

Zone: PD-R

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

P.C.: The Planning Commission recommends approval.

PCR ITEM 2B

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013

CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT

Arthur Grant Commercial Center

Case No. 2013-FP-028

- Request:** Approval of a 3 Lot Commercial Subdivision Final Plat
- Representative:** Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790
- Property:** Located at approximately 650 North Dixie Drive (south of Albertson's Grocery Store on the east side of Dixie Drive)
- Zone:** C-3
- 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 2C

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013

CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT

Cottonwood Phase 2

Case No. 2013-FP-013

Request: Approval of a 19 Lot Residential Subdivision Final Plat

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

Property: Located at approximately 2870 East and 3400 South (in the Little Valley area south of Crimson Ridge Drive and west of 3000 East)

Zone: R-1-10

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 2D

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013
CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT

Cottonwood Phase 3

Case No. 2013-FP-014

Request: Approval of an 8 Lot Residential Subdivision Final Plat

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

Property: Located at approximately 2910 East and 3460 South (in the Little Valley area south of Crimson Ridge Drive and west of 3000 East)

Zone: R-1-10

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 2E

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013
CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT

Las Colinas Phase 3

Case No. 2013-FP-001

Request: Approval of a 12 Lot Residential Subdivision Final Plat

Representative: Jim Raines, Bush and Gudgeon
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at approximately 890 West and 3930 South (south of the
Bloomington Development and north of the Sun River
Development along the west side of Pioneer Rd)

Zone: PD-R

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

P.C.: The Planning Commission recommends approval.

PCR ITEM 2F

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013

CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT

Riverstone Subdivision Phase 1

Case No. 2013-FP-030

Request: Approval of a 13 Lot Residential Subdivision Final Plat

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

Property: Located at approximately 850 West and 4100 South (south of the Bloomington Development and north of the Sun River Development along the west side of Pioneer Rd)

Zone: R-1-10

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 2G

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013
CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT

Meadow Park Phase 1

Case No. 2013-FP-034

Request: Approval of a twenty-one (21) Lot Residential Subdivision Final Plat

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

Property: Located at approximately 2240 East and Horseman Park Dr (west of the Little Valley Elementary School)

Zone: RE-12.5 & R-1-10

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 2H

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013
CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT

Tonaquint Valley Phase 3

Case No. 2013-FP-040

Request: Approval of a 13 Lot Residential Subdivision Final Plat

Representative: Bob Hermandson, Bush and Gudgell
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at approximately 1200 West and 2280 South (in the Tonaquint Heights, Terrace and Valley developments, south of the Tonaquint Intermediate School)

Zone: R-1-10

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.



MORTGAGEE CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES
 WE, STATE BANK OF SOUTHERN UTAH, MANAGER OF THE MORTGAGEE'S INTEREST IN THE ABOVE DESCRIBED TRACT OF LAND, HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

BY: _____
 TITLE: _____

CORPORATE ACKNOWLEDGMENT (WATER IMPACT FEES)
 COUNTY OF _____ § 5.
 ON THE _____ DAY OF _____ A.D. 2013, PERSONALLY APPEARED BEFORE ME _____ OF STATE BANK OF SOUTHERN UTAH, AND THAT HE EXCITED THE FOLLOWING MORTGAGEE'S CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES ON BEHALF OF SAID CORPORATION BY AUTHORITY OF RESOLUTION OF ITS BOARD OF DIRECTORS. I DO HEREBY ACKNOWLEDGE TO BE THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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

MORTGAGEE CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES
 WE, QUALITY INVESTMENT, INC., MORTGAGEE OF THE HEREBY DESCRIBED TRACT OF LAND, DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

BY: _____
 TITLE: _____

CORPORATE ACKNOWLEDGMENT (WATER IMPACT FEES)
 COUNTY OF _____ § 5.
 ON THE _____ DAY OF _____ A.D. 2013, PERSONALLY APPEARED BEFORE ME _____ QUALITY INVESTMENT, INC., AND THAT HE EXCITED THE FOLLOWING MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO BE THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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

MORTGAGEE CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES
 THE UNRECORDED QUALITY DEVELOPMENT, LLC, MORTGAGEE OF RECORD DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

BY: _____
 TITLE: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
 COUNTY OF _____ § 5.
 ON THE _____ DAY OF _____ A.D. 2013, PERSONALLY APPEARED BEFORE ME _____ QUALITY DEVELOPMENT, LLC, MANAGING MEMBER OF SAID LIMITED LIABILITY COMPANY, AND THAT HE EXCITED THE FOLLOWING MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF THE BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO BE THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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

NOTIFICATION AND CONSENT TO IMPACT FEE:
 THE OWNER AND MORTGAGEE, BY SIGNING THIS PLAT DO HEREBY CONSENT THAT, NOTWITHSTANDING ANY FEES DUE AND PAYABLE ON THE LOTS WITHIN SAID TRACT UPON THE FIRST OCCURRENCE OF THE FOLLOWING EVENTS, THE SALE OF THE LOT TO A THIRD PARTY BY THE OWNER, OR ANY SUCCESSOR IN INTEREST THEREIN, SHALL BE SUBJECT TO A BURDEN OF PAYMENT FOR CONSTRUCTION ON ANY PORTION OF THE TRACT; OR (2) THESE YEARS PRECISELY DESCRIBED HEREIN, AND THAT THE SAID CONSENT IS A PRIMA FACIE NOTE AND SECURITY AGREEMENT EXECUTED AND RECORDED WITH THIS SUBDIVISION PLAT.

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

FOR THE COUNTY OF WASHINGTON, I, _____, COUNTY CLERK, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED TRACT OF LAND IS LOCATED WITHIN WASHINGTON COUNTY WATER CONSERVANCY DISTRICT.

ON THE _____ DAY OF _____ A.D. 2013, PERSONALLY APPEARED BEFORE ME _____ PUBLIC, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE SIGNED BY HIMSELF OR HERSELF, AND THAT HE EXCITED THE FOLLOWING DOCUMENT AND ACKNOWLEDGED BEFORE ME THAT HE SIGNED IT VOLUNTARILY FOR ITS STATED PURPOSE.

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT OF (WATER IMPACT FEES)
 THE UNRECORDED, TONAHQUANT MANAGING MEMBER OF VIC DEVELOPMENT, LLC, DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

BY: _____
 TITLE: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
 COUNTY OF _____ § 5.
 ON THE _____ DAY OF _____ A.D. 2013, PERSONALLY APPEARED BEFORE ME _____ TONAHQUANT MANAGING MEMBER OF SAID LIMITED LIABILITY COMPANY, AND THAT HE EXCITED THE FOLLOWING MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF THE BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO BE THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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

MORTGAGEE CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES
 THE UNRECORDED QUALITY DEVELOPMENT, LLC, MORTGAGEE OF RECORD DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

BY: _____
 TITLE: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
 COUNTY OF _____ § 5.
 ON THE _____ DAY OF _____ A.D. 2013, PERSONALLY APPEARED BEFORE ME _____ QUALITY DEVELOPMENT, LLC, MANAGING MEMBER OF SAID LIMITED LIABILITY COMPANY, AND THAT HE EXCITED THE FOLLOWING MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF THE BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO BE THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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

MORTGAGEE CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES
 THE UNRECORDED TONAHQUANT MANAGING MEMBER OF TONAHQUANT DEVELOPMENT, LLC, DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

BY: _____
 TITLE: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
 COUNTY OF _____ § 5.
 ON THE _____ DAY OF _____ A.D. 2013, PERSONALLY APPEARED BEFORE ME _____ TONAHQUANT MANAGING MEMBER OF SAID LIMITED LIABILITY COMPANY, AND THAT HE EXCITED THE FOLLOWING MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF THE BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO BE THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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

MORTGAGEE CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES
 THE UNRECORDED QUALITY DEVELOPMENT, LLC, MORTGAGEE OF RECORD DOES HEREBY CONSENT TO THE OWNER'S CONSENT OF WATER IMPACT FEES FOR THE USES AND PURPOSES STATED THEREIN.

BY: _____
 TITLE: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
 COUNTY OF _____ § 5.
 ON THE _____ DAY OF _____ A.D. 2013, PERSONALLY APPEARED BEFORE ME _____ QUALITY DEVELOPMENT, LLC, MANAGING MEMBER OF SAID LIMITED LIABILITY COMPANY, AND THAT HE EXCITED THE FOLLOWING MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF THE BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO BE THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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

TONAHQUANT VALLEY PHASE 3

A RESIDENTIAL SUBDIVISION LOCATED IN SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN

BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 100 East Northpark Drive #4
 Provo, UT 84601
 Phone (801) 773-3377 / Fax (801) 773-0181
 www.bushandgudgell.com

UTAH
 State Seal and Notary Public Information

TONAHQUANT VALLEY PHASE 3
 SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN

PCR ITEM 2I

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/27/2013
CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT

The Village at Little Valley Phase 3

Case No. 2013-FP-027

Request: Approval of a 9 Lot Residential Subdivision Final Plat

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

Property: Located at approximately 2440 East and Crimson Ridge Drive
(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 3A

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT:

08/27/2013

CITY COUNCIL MEETING:

09/05/2013

FINAL PLAT AMENDMENT

Jedora Estates Phase 2 (Public hearing item)

Case No. 2013-FPA-xxx

Request: Approval of a 35 Lot Residential Subdivision Amended Final Plat

Representative: Jerry Riggs, Riggs Family Development
1950 East 2600 South
St. George, UT 84790

Property: Located at approximately 2000 East and 2710 South Cir.

Zone: R-1-10

Staff Comments: The purpose of this Amended Final Plat is to vacate the drainage easement that exists over the entire lot of Lot 62 of Jedora Estates Phase 2. No other changes were made or intended with this change.

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 preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 3B

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 08/27/2013
CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT AMENDMENT

Riverside Heights Plat 'H' Subdivision Amended (Public hearing item)
Case No. 2013-FPA-029

Request: Approval of a 19 Lot Residential Subdivision Amended Final Plat

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

Property: Located at approximately 2940 East and 110 North

Zone: R-1-6

Staff Comments: The purpose of this Amended Final Plat is to eliminate Lot 126 and its associated public utility easements from the Final Plat of Riverside Heights Plat 'H' Subdivision. No other changes were made or intended with this change.

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 preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 3C
Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 08/27/2013
CITY COUNCIL MEETING: 09/05/2013

FINAL PLAT AMENDMENT

Twin Creeks at Stonebridge Phase 3 Amended (Public hearing item)
Case No. 2013-FPA-xxx

Request: Approval of a 12 Lot Residential Subdivision Amended Final Plat

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

Property: Located at approximately 2045 West 510 North Circle

Zone: PD-R (Planned Development Residential)

Staff Comments: The purpose of this Amended Final Plat is to change Note 2 on the Final Plat of Twin Creeks at Stonebridge Phase 3 to give Lot 21 a 10 Foot side yard setback, or the westerly boundary, instead of a 20 Foot side yard setback. No other changes were made or intended with this change.

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 preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

August 13, 2013

Jay Sandberg – Engineering Services Director
City of St. George
175 East 200 North
St. George, UT 84790

Subject: Twin Creeks at Stonebridge, Phase 3, Lot 21 – Building Setback Modification

Dear Jay,

In support of proposed development, Rosenberg Associates has reviewed the site conditions of Lot 21 of Twin Creeks at Stonebridge, Phase 3 to determine if the current 20 ft building setback along the westerly property line can be reduced to the standard 10 ft building setback typical for the development. The current 20 ft setback was established along all lots within Phase 3 adjacent to the Sand Hollow Wash to provide access for routine maintenance and emergency repair of erosion protection improvements during flood events. See the Twin Creeks at Stonebridge – Erosion Hazard Report – Section 5.4 Erosion Control Assurance Measures for specific recommendations. Based on the proposed site plan/building configuration provided by Putnam Properties, LLC, and a site visit performed by Rosenberg Associates 8/7/2013, Rosenberg Associates recommends the reduction of the building setback from 20 ft to 10 ft, contingent on the following criteria:

- The builder/developer is to construct the earth ramp access area adjacent to Lot 21 as show in the attached exhibit; encroaching approximately 7 ft into the lot adjacent to the curb/sidewalk area.
- The home owner is to provide perpetual, unobstructed access along the designated maintenance path.
- The builder/developer is to construct the finished floor of the home at an elevation 0.5 ft above the top back of curb along the high side of the lot.
- Retaining walls built within the lot should be constructed of reinforced concrete, with the base of all footings placed a minimum of 18 inches below existing natural ground.

It should be acknowledged by the developer and any future property owners that floods larger than the 100 year flood can and do occur. Areas adjacent to the Sand Hollow Wash are susceptible to flooding and erosion damage beyond the design criteria included in the Twin Creeks at Stonebridge – Erosion Hazard Report. Residential structures are recommended to be placed away from the wash main channel to the maximum extent possible to reduce the risk of erosion and flood damage during larger flood events.

Please contact me if you have any questions or need any additional information.

Respectfully,



Jared Bates, PE, CFM
Rosenberg Associates



CC: Jason Putnam – Putnam Properties, LLC.

DATE:	04/20/20
BY:	371-2-20
REVISION:	AS
DATE:	
BY:	
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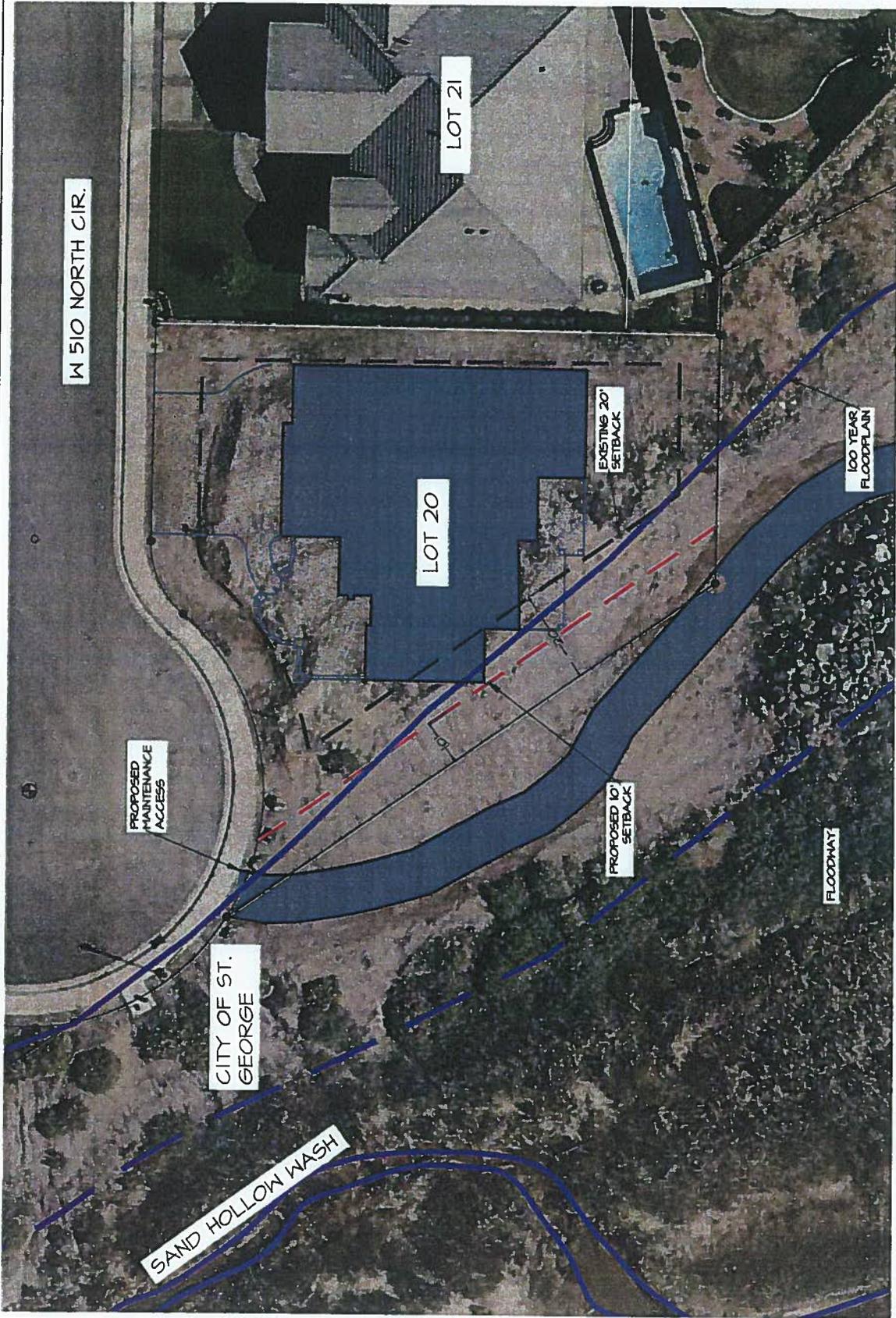
ROSENBERG ASSOCIATES
 CIVIL ENGINEERS - LAND SURVEYORS



1115 Peachtree Dunwoody Rd., Suite 200
 Atlanta, Georgia 30328
 Phone: 404.487.1111
 Fax: 404.487.1112
 www.rosenberg.com

Set Back Modification Exhibit
 FOR
 Twin Creeks at Stonebridge - Phase 3 - Lot 21
 in Consp. UT

SHEET
 1
 OF 1 SHEETS



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

Date Submitted 2013-08-26 10:58:31**Applicant** Mr Glen Bundy**Quick Title** Prelim plat for**Subject** Consider approval of a preliminary plat for the Legends at Cactus Flats with 11 single family lots located at 2300 South and 2100 East in a R-1-10 zone.**Discussion** Glen Bundy originally proposed a 12 lot subdivision with the street crossing a portion of John Hafen's property (property to the north). Mr Hafen and Mr Bundy were not able to resolve the issues relating to the road location so Mr Bundy is proposing to have the road entirely on his property. Mr Hafen is apparently OK with this plan. The city's main objective is to connect the stub street at 2330 South with 2100 East Street. This preliminary plat layout will accomplish that. PC recommends approval.**Cost** \$0.00**City Manager Recommendation** This proposal appears to meet the need for connectivity. PC recommends approval.**Action Taken****Requested by** Wes Jenkins (BN)**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

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

Date Submitted 2013-08-26 10:00:36**Applicant** Culvers Restuarant**Quick Title** Drainage & Utility Easement for Culvers Restuarant**Subject** Consider approval of a 20' wide drainage & utility easement on city property for the proposed Culvers Restuarant at 270 East Riverside Drive.**Discussion** Culvers Restuarant seeks approval for a 20' wide drainage and utility easement which would run alon 270 East Street within the property's front setback area. The easement would run in city property so city approval is needed for the easement.**Cost** \$0.00**City Manager Recommendation** Question is whether granting the easement in the front yard setback will have a negative affect on the value of the City property. The other alternative is to make Culver cut the newly asphalted street to make the connections.**Action Taken****Requested by** Wes Jenkins (BN)**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

DRAFTAgenda Item Number : **61****Request For Council Action**

Date Submitted 2013-08-29 10:46:20

Applicant Rich Stehmeier

Quick Title Airport Wildlife Hazard Assessment Grant

Subject Consider approval of a grant with the FAA to perform a Wildlife Hazard Assessment for the Airport.

Discussion The grant amount will be \$125,000 with a City match \$12,454.

Cost \$12,454

City Manager Recommendation Mandatory assessment by the FAA. We did not budget funds in the Airport budget for our match so we will have to try to absorb this match as we go through the year. Recommend approval.

Action Taken

Requested by Larry H. Bulloch

File Attachments [Draft Grant Offer -SGU23.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Draft Grant Offer -SGU23.pdf](#)

U.S. Department
of Transportation

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: XXX, 2013
Airport: St. George Municipal
Project Number: 3-49-0060-23
Contract Number: DOT-FA13NM-10XX
DUNS Number: 627376569

To: City of St. George, Utah
(herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated XXXX, 2013 for a grant of Federal funds for a project at or associated with the St. George Municipal Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Conduct Wildlife Hazard Assessment,

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.94 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$125,000. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$125,000 for planning
\$0 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 16, 2013, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects," dated April 16, 2013, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
11. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of the preliminary Work Program; and the parties hereto covenant and agree that the Sponsor shall furnish a revised Work Program to the FAA and that a notice to proceed will not be issued until the revised Work Program has been approved by the FAA.
12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent for land projects.
13. The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
14. The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
15. **TRAFFICKING IN PERSONS:**
 - a. **Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

16. The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.
17. The Sponsor agrees to submit a **Federal Financial Report** (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2013.

CITY OF ST. GEORGE, UTAH

(SEAL)

Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2013.

Signature of Sponsor's Attorney

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

Date Submitted 2013-08-27 09:38:15**Applicant** Larry H. Bulloch**Quick Title** DMPO, Memorandum of Agreement Amendment**Subject** Consider approval of an amendment to the DMPO Memorandum of Agreement to include Hurricane, LaVerkin, Toquerville, and Leeds as part of the Dixie Metropolitan Planning Organization (DMPO).**Discussion** The Mayor needs to be authorized to sign this agreement on behalf of the local transit agency**Cost** \$0.00**City Manager Recommendation** Adds the above named cities to the MPO as recommended by the Executive committee.**Action Taken****Requested by** Larry H. Bulloch**File Attachments** [MPO, MOA, Amendment #1.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [MPO, MOA, Amendment #1.pdf](#)

**MEMORANDUM OF AGREEMENT
Amendment No. 1**

THIS Amendment (the "Amendment") is made and entered into on the ___ of _____, 2013, by and between the Five County Association of Governments, hereinafter designated as "AOG", as the administering agency for comprehensive transportation planning in the Dixie Metropolitan Planning Area, with the AOG's Dixie Transportation Planning Office as the office of the Dixie Metropolitan Planning Organization (DMPO), hereinafter designated as "DTPO", the Executive Council of the DMPO, hereinafter designated as "DTEC", the Advisory Committee of the DMPO, hereinafter designated "DTAC", the Utah Department of Transportation, hereinafter designated as "UDOT", and The City of St. George, which operates public transit, and the designated recipient for Federal Transit funding, hereinafter designated as "CITY"; parties to the Memorandum of Agreement dated November 8th, 2002 (the "Agreement").

WHEREAS, in accordance with the criteria set forth in the Federal Register, the Census Bureau has designated an area in eastern Washington County as the Hurricane, Ut. Urban Cluster, and

WHEREAS, the communities of Hurricane, LaVerkin, Toquerville and Leeds had joined together as a transportation planning body to create the Eastern Washington County Rural Planning Organization (the "EWCPRPO"), and

WHEREAS, the Eastern Washington County Rural Planning Organization has recently been eliminated and adjoined with the DMPO, and

WHEREAS, the Dixie Metropolitan Planning Area has expanded to include the EWCPRPO Planning Area for the purpose of transportation planning.

NOW, THEREFORE BE IT RESOLVED, that the "Agreement" is hereby amended and agreed to as follows:

A. The first paragraph of item No. 1 under the section titled "**TRANSPORTATION PLANNING POLICY BODY AND SUPPORTING COMMITTEES AND STAFF**" will be amended to read as follows:

1. The DTEC is the governing body of the DMPO and consists of three elected officials from the City of St. George, one elected official from each of the communities of Ivins, Santa Clara, Washington, Hurricane, LaVerkin, Toquerville and Leeds, one elected Washington County Commissioner, and the State Transportation Commissioner, appointed by the Governor, representing the Southwestern region of the State of Utah.

B. Item No. 2 under the section titled "**TRANSPORTATION PLANNING POLICY BODY AND SUPPORTING COMMITTEES AND STAFF**" will be amended to

read as follows:

2. The DTAC is the technical advisory committee to the DMPO and consists of three appointed staff members from the City of St. George, one appointed staff member from the communities of Ivins, Santa Clara, Washington, Hurricane, LaVerkin, Toquerville and Leeds, one appointed staff member from Washington County and a local/area representative from UDOT.

C. The paragraph titled **PROGRAM MANAGEMENT** shall be amended to read as follows:

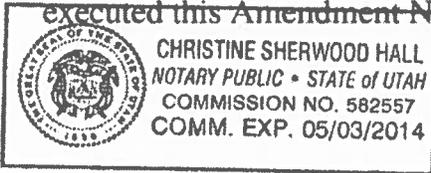
PROGRAM MANAGEMENT

AOG and its DTPO, in accordance with the Governor's designation, will be the agency responsible for conducting the urban transportation planning process in the St. George Urbanized Area and the Hurricane Urban Cluster and their environs. Work to be accomplished and responsibility for individual work items shall be in the Unified Planning Work Program (UPWP). AOG/DTPO will also be responsible for preparing the UPWP, coordinating with the appropriate agencies, and submitting the UPWP to appropriate State and Federal agencies for approval. UDOT and City will assist the AOG/DTPO in preparing the UPWP and accomplishing the work specified in it.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

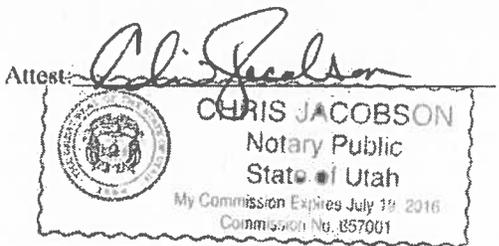
IN WITNESS WHEREOF, DTEC, DTAC, DTPO, AOG, CITY and UDOT have

executed this Amendment No. 1 as of the date first written.



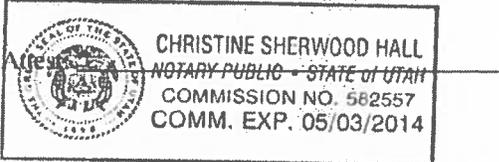
Attest: Christine Sherwood Hall

James Eardley
James Eardley
Executive Council Chair
Dixie Metropolitan Planning Organization



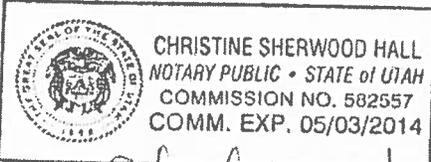
Attest: Chris Jacobson

Jack Taylor
Jack Taylor
Advisory Committee Chair
Dixie Metropolitan Planning Organization



Attest: Christine Sherwood Hall

Daniel D. McArthur
Daniel D. McArthur
Mayor, City of St. George



Attest: Christine Sherwood Hall

Myron W. Lee
Myron W. Lee
Dixie Metropolitan Planning Organization
Five County Association of Governments

Bryan Thiriot
Bryan Thiriot
Executive Director
Five County Association of Governments

Attest _____

Carlos Bracer
Carlos Bracer
Executive Director
Utah Department of Transportation

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

Date Submitted 2013-08-28 18:44:37**Applicant** Marlon Stratton**Quick Title** Consider Ratification of an Mutual Aid Agreement With Cedar City**Subject** This Mutual Aid Agreement is to provide police officers to assist the Cedar City Police Department over the Labor Day weekend.**Discussion****Cost** \$0.00**City Manager Recommendation** This item is a ratification of an agreement that was approved as an emergency request by Cedar City police for concerns they have for activities scheduled in their area over the Labor Day weekend. Recommend approval.**Action Taken****Requested by** Shawn Guzman**File Attachments** [Cedar City Mutual Aid Agreement 2013 Clean.doc](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Cedar City Mutual Aid Agreement 2013 Clean.doc](#)

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES BETWEEN THE CITY
OF ST. GEORGE AND CEDAR CITY**

THIS AGREEMENT is made and entered into by and between ST. GEORGE CITY, a municipal corporation of the State of Utah, (hereinafter referred to as "ST. GEORGE", and CEDAR CITY, a municipal corporation of the State of Utah.

WITNESSETH:

WHEREAS, each of the parties operates a law enforcement agency (hereinafter "Agency" or "Agencies") with trained personnel who provide law enforcement services to their respective jurisdictions; and

WHEREAS, at this time CEDAR CITY is in need of additional law enforcement personnel to safely perform law enforcement activities within CEDAR CITY; and

WHEREAS, CEDAR CITY is requesting aid from ST. GEORGE in the form of additional law enforcement officers and equipment; and

WHEREAS, ST. GEORGE desires to provide the aid requested by CEDAR CITY.

NOW THEREFORE, based upon the mutual desires of the parties, the parties agree as follows:

UNDERSTANDING:

1. PURPOSE OF AGREEMENT.

This Agreement is a collaborative effort between the agencies to assist in law enforcement activities within CEDAR CITY as directed by the CEDAR CITY Police Department.

2. DURATION OF AGREEMENT.

The term of this Agreement shall be for thirty (30) days, commencing on the date set forth in paragraph 9 of this Agreement.

3. REPRESENTATIONS OF BOTH AGENCIES.

A. REPRESENTATIONS AND INTENT OF CEDAR CITY. CEDAR CITY represents and intends the following: CEDAR CITY agrees to provide direction and oversight to officers provided by ST. GEORGE per a bona fide request for assistance under this agreement. CEDAR CITY agrees to provide any communication and other equipment needed (other than that provided and issued by ST. GEORGE to the officers) in order for the officers to safely and effectively conduct the law enforcement activities as directed by the CEDAR CITY Police Department.

B. REPRESENTATION AND INTENT OF ST. GEORGE. ST. GEORGE represents and intends the following: ST. GEORGE agrees to respond to a request for assistance from CEDAR CITY by sending such resources and officers that are reasonably available to ST. GEORGE as determined by ST. GEORGE. Except when otherwise requested, or except when the circumstances otherwise clearly indicate, ST. GEORGE shall send police officers along with the standard equipment issued to the officers by ST. GEORGE to conduct law enforcement activities as directed by the CEDAR CITY Police Department.

4. REIMBURSEMENT, FINANCE AND BUDGET PROCEDURES.

CEDAR CITY agrees to provide room and board for ST. GEORGE officers (if necessary) while the officers are in CEDAR CITY rendering aid under this Agreement. The parties agree to pay the salary and benefits of their own personnel.

5. NO WAIVER OF IMMUNITY.

Nothing herein may be construed to waive any of the privileges and immunities associated with governmental entities, or of any other privilege or immunity available to the parties to this Agreement.

6. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended to benefit any party or person except a party named as an agency specifically herein.

7. APPLICABLE LAW.

A. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

B. This Agreement does not supersede, nor does it relieve any party to this Agreement of any obligation or responsibility imposed upon it by law.

8. INDEMNIFICATION.

CEDAR CITY agrees to indemnify, defend, and hold harmless ST. GEORGE from and against any claims, lawsuits, liability, damages, loss, costs or expenses, including attorney's fees incurred, caused by or arising out of the acts of either agency's (either ST. GEORGE'S or CEDAR CITY'S) personnel when rendering aid under this Agreement. CEDAR CITY agrees to provide ST. GEORGE with a certificate of insurance for liability and property damage naming ST. GEORGE as additional insured.

9. EFFECTIVE DATE.

This Agreement shall become effective on the date when both parties have duly executed this Agreement and expire no later than September 30, 2013.

DATED this _____ day of _____, 2013.

CITY OF ST. GEORGE

Attest:

Mayor Daniel D. McArthur

Recorder

Approved as to form:

Attorney

DATED this _____ day of _____, 2013.

CEDAR CITY

Attest:

Mayor Joe Burgess

Recorder

Approved as to form:

Attorney

DRAFTAgenda Item Number : **6L****Request For Council Action****Date Submitted** 2013-08-22 13:12:34**Applicant** Campbell**Quick Title** Sale of City Property**Subject** Discussion on a counter offer from the Campbell's to purchase City property.**Discussion** On July 18, 2013 the City Council approved to sale the requested property to the Campbell's for an equal percentage of the price the City paid for the property. This amount came to... Parcel C (1,419 sq/ft) = \$11,825 Remaining City Property (300 sq/ft) = \$300 Total price the Campbell's were to pay = \$12,125 The Campbell's have come back with a counter offer of \$6,500. The Campbell's indicated that they paid \$5 sq/ft for the lot next to the City Property which is 3,000 sq/ft.**Cost** \$0.00**City Manager Recommendation** The Campbell's do not want to pay the \$12,125 instead have offered \$6,500. The HOA representative Jerry Jensen has indicated they have issues with this sale. We have asked the applicant to get with the HOA prior to the meeting to work out their differences if possible.**Action Taken****Requested by** Todd Jacobsen**File Attachments** [Cost Analysis Exhibit Map.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Cost Analysis Exhibit Map.pdf](#)

DATE: 7/5/2013
 JOB NO.: 8046-13
 DRAWN BY: BEA.
 DESIGNED BY: BEA.
 SCALE: 1"=30'
 DWG: SURVEY-EXHIBIT

REVISIONS	DATE

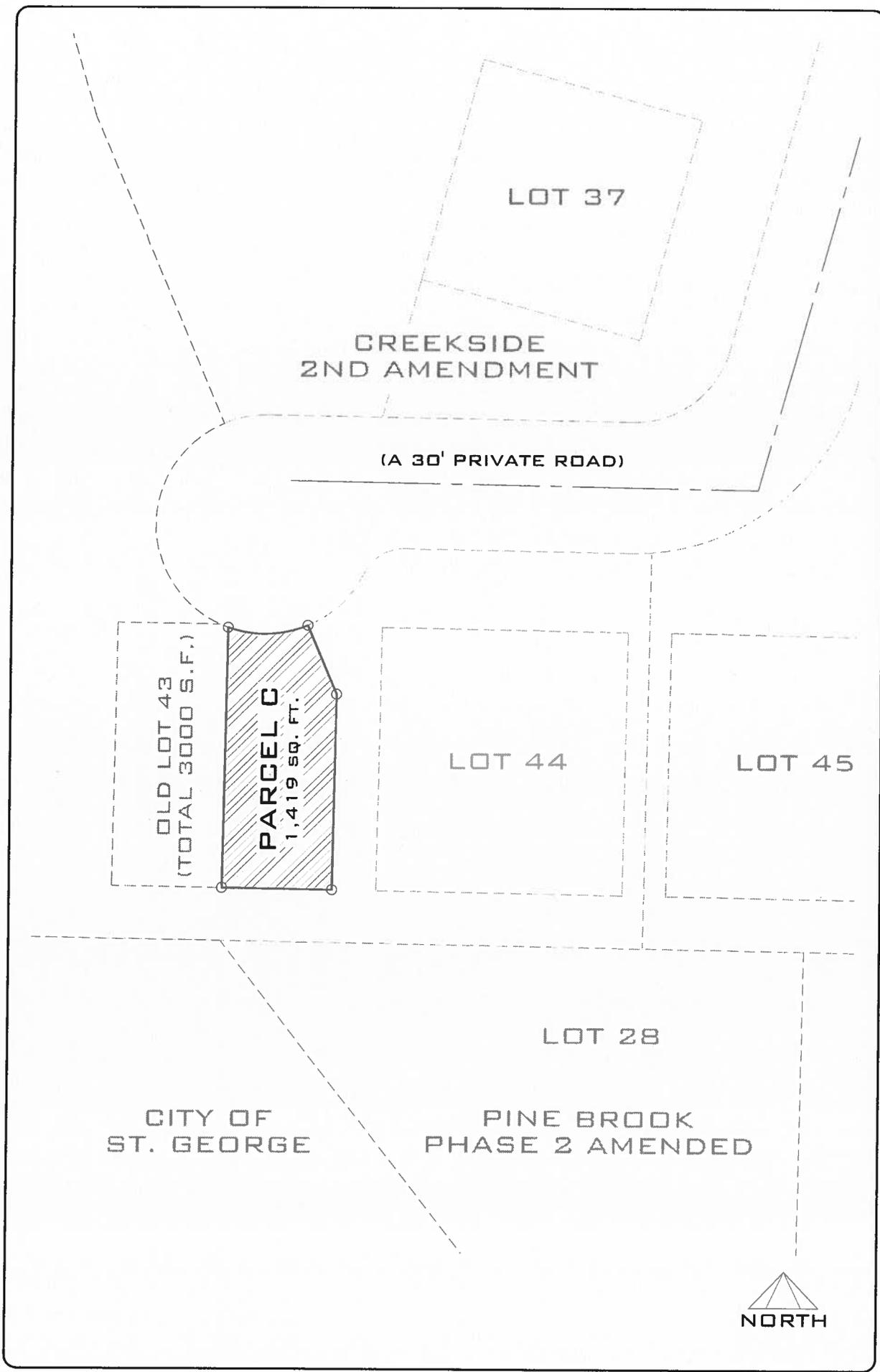
ROSENBERG
 ASSOCIATES
 CIVIL ENGINEERS • LAND SURVEYORS



352 EAST RIVERSIDE
 DRIVE, SUITE A-2 ST.
 GEORGE, UTAH 84790
 PH (435) 673-8586
 FX (435) 673-8397
 WWW.RADIVL.COM

COST ANALYSIS MAP
 FOR
CITY OF ST. GEORGE

SHEET
1
 OF 1 SHEETS



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

Date Submitted 2013-07-31 08:14:52

Applicant Rich Stehmeier

Quick Title SASO Agreement

Subject Consider approval of an Airport SASO lease with Duane Adams.

Discussion Duane Adams has requested a modification to his airport lease. He wants to reduce the area. Instead of leasing lots 51E, 52F & 52H he will only lease lot 51E. His current lease requires all improvements to be complete by March 1, 2013; however, no work has been done to date. The Mayor has received complaints from other leaseholders insisting that Duane be required to comply with his lease provisions like everyone else. Duane plans to erect his original building with two offices and a restroom; therefore, there would be no city impact fees. He plans to expand in the future to add a paint room, etc. There are no agreement language changes, except the rent clause would change to account for time used to date and all improvements must be complete within 90 days of the lease date.

Cost \$0.00

City Manager Recommendation Would like to get this completed. May have to wait until Legal is comfortable with the end product.

Action Taken

Requested by Larry H. Bulloch

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

**ST. GEORGE CITY COUNCIL MINUTES
JULY 25, 2013, 4:00 P.M.
WORK MEETING
MATHIS BRIDGE/ADMINISTRATIVE CONFERENCE ROOM**

PRESENT:

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

EXCUSED:

Councilmember Ben Nickle

UNVEILING OF A DISTRACTED DRIVING SIGN: Held on site. The meeting then reconvened at the City Office.

OPENING:

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

REPORT REGARDING THE MEMORANDUM OF UNDERSTANDING WITH THE BEST FRIENDS ANIMAL SOCIETY:

Mayor McArthur stated he visited the St. George Animal Shelter earlier today and knows that it needs some work. He advised the City Manager will be working with staff to improve conditions.

Kris Neal thanked Councilmember Bunker for her help with the feral cat program. She advised there have been no feral cats killed at the animal shelter this year.

Holly Sizemore with Best Friends Animal Society presented a powerpoint presentation covering the following topics: How Many Kittens?; Working Together To Save Community Cats, Best Friends Save Them All; Best Friends and Washington County Since 2000; Community Cat Act; Best Friends/St. George Partnership; Community Cat Program Goals; Community Cat Program Success; Additional BFAS Support; Sustainability Plan.

Councilmember Pike inquired if Best Friends will inform the Council if additional infrastructure may be needed in the future.

Ms. Sizemore stated they will be doing a community analysis to see what is needed.

Councilmember Bunker thanked Ms. Sizemore for coming up with this program.

Mayor McArthur explained when Ms. Neal first approached him with this idea, he was skeptical. After a few years, he can see the program works. He stated the City Manager and Police Chief are looking to improve things at the shelter.

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Randy Fields stated he feels the City and Best Friends have done a good job working together on this program and are close to a "no kill" policy. He believes there is more to be done. He asked the Council review what has gone on in the shelter.

Councilmember Hughes stated he had no idea of the program. He sees that the program is working and would encourage the public to let the Council know when they see problems.

Mayor McArthur recognizes there are things the City can do to make things better at the shelter.

DISCUSSION ON THE WASTEWATER PRETREATMENT ORDINANCE:

Water Services Director Scott Taylor presented a power point presentation that covered the following topics: Water Services Department; What is Wastewater Pretreatment?; Pretreatment Streamlining Rule from EPA; Required Changes; State Audit of Pretreatment Ordinance; Fats, Oils, and Grease (FOG); Grease Trap; Grease Interceptor; When FOGS Are Not Controlled?; Problem; SVSD Solution; Problem; and SVSD Solution.

Councilmember Almquist advised the cost is greater for staff to go in and clean out the line than it would be for the developer to install grease interceptors.

Mr. Taylor advised the state is becoming stricter in their regulations. To clean monthly takes approximately 4 hours and is scheduled at night when the traffic is lighter. The interceptor does the same as the grease trap, but the smaller traps fill up quicker. If the interceptor is not cleaned regularly, the grease will go down the water line. Staff checks the grease traps and interceptors. The treatment plant is able to treat the fats, oils and grease, the problem is the potential for blocking the lines.

Councilmember Bunker inquired what the current ordinance covers.

Mr. Taylor stated the ordinance is vague. Existing or new food establishments leasing a building.

City Manager Gary Esplin inquired when a restaurant that does not use grease leased space and goes out of business, and one that does comes in, what should the City require of the new business. Remodels and new commercial development will not want to install an interceptor when they do not know what kind of establishments will be utilizing their property.

Councilmember Hughes inquired if the City could require new development to install an interceptor or inform them that they may have to install one if they have a food establishment. Possibly, the City can partner with an existing business to help them install the interceptor.

City Manager Gary Esplin stated he feels that is a great idea for existing businesses to assist them in getting an interceptor. The ordinance will have to change to meet the EPA requirements.

DISCUSSION ON THE 3000 EAST DEVELOPMENT REQUIREMENTS:

City Manager Gary Esplin advised there are issues with the 3000 East development.

Jay Sandberg presented a powerpoint presentation that covered the following topics: Roadway Projects; Washington Fields Trail and Drainage; Proposed 3000 East Phase 2 Improvements; 3000 E. Storm Drain Hydrology Study; 3000 East Conceptual Plan View; 3000 East Conceptual Cross Section; Drainage Channel; Recommended Design; Study Area Horizontal Drain; 3000 East Conceptual Cross Section Phase 3; 250 Acres Undeveloped Land with Frontage along 3000 East; and 650 Acres Undeveloped Land. He explained Washington City has not contributed to the cost; however the Flood Authority has.

City Manager that although the City does not have the funds, it is going forward with the project. He explained the City does not collect impact fees when a plat is recorded; rather, impact fees are collected when the building permit is issued.

Councilmember Hughes stated the land could possibly be used as agriculture. In addition, the Planning Commission has previously approved zone changes in the area to R-1-8 and R-1-10.

City Manager Gary Esplin advised that may help with development related issues, but he believes there will need to be discussion with Planning Commission and property owners as master planning is critical. Under the existing ordinance, a developer would be required to install drainage. He inquired if the City should require fees in addition to impact fees to cover the cost for the pipe.

Councilmember Almquist asked if the City could purchase a parcel for the water to go. Can take the excess out through one line rather than multiple lines.

CLOSED SESSION:

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

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 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 Bunker.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

Draft

PUBLIC FORUM
JULY 31, 2013
5:00 P.M.
ST. GEORGE CITY COUNCIL CHAMBERS

PRESENT

Dan McArthur, Mayor
Gil Almquist, Council Member
Gail Bunker, Council Member
Jimmie Hughes, Council Member
Ben Nickle, Council Member
Jon Pike, Council Member
Shawn Guzman, City Attorney

WELCOME

Mayor McArthur opened the meeting at 5:00 p.m. and welcomed all those in attendance. He noted that those who wished to speak should fill out one of the forms located on the tables in the back of the hall. He also noted that not filling out a form does not preclude a citizen from speaking at the Forum.

Mayor McArthur told the group that some had expressed disappointment that they were unable to speak during last week's meeting. He explained that the meeting last week was a Council Work Meeting with a set agenda and it was not an appropriate venue for airing opinions. That is the purpose of this meeting. He said he and the Council have received many e-mails and telephone calls and they appreciate the public input.

He introduced Miriam Palma and said she would be acting in place of the City Recorder tonight who has been excused.

PUBLIC FORUM

Mayor McArthur told the group that last Friday Marlon Stratton, Police Chief; Shawn Guzman, City Attorney; Gary Esplin, City Manager; and himself had met with Randy Fields to discuss the problems at the City Animal Shelter. The result of this meeting was a Resolution concerning the City Animal Shelter (see attachment), which he read and noted it would be approved at the regular City Council meeting tomorrow night.

He announced the new assignments of Sgt. Fuller as director of the animal shelter under the direction of Cpt. McCracken. He felt this is a good start to bringing the animal shelter to a more safe and humane institution. He said this discussion had come out of the concerns of the community and he expressed the need for help from community to guide the City in its implementation of its plans.

Mayor McArthur called on the following speakers in this order.

St. George City Council Minutes

July 31, 2013

Page Two

Randy Fields

Mr. Fields thanked those in attendance for their energy and dedication to the cause. He thanked the City Council for their efforts and noted that if President Bush had handled the Katrina emergency as well as the City Council had handled this emergency the nation probably would have voted him in for a third term.

He also felt the City had made a good start to solving the shelter problems by working with the volunteers. He said there are three things that make a good program: 1) good people, 2) good policies, and 3) good procedures. He felt that the people and procedures are now in place and with the adoption of the Resolution tomorrow, the policies will be in place.

He again complimented the Council on how they had handled the situation and told the group that tonight, if you have feelings, this is the time to air them. After tonight we are done airing grievances unless it happens again. He said, "We have a partner that will work with us".

Mayor McArthur told a story about a Blood Hound that was housed in the shelter. He said Randy had paid adoption fees so a young couple could take the dog home.

Mayor McArthur introduced Sgt. Iver Fuller and called him the "new face of animal shelter".

Dorothy Engleman

Ms. Engleman stated that she had a question about the City's purchase of the Electric Theatre. The Spectrum Newspaper stated that the assessed value of the property was \$700,000 and that the City had paid \$950,000 and she wondered why.

Mayor McArthur fielded her question by telling the group that the asking price had been \$1.6 million. The Council took a tour of the property and saw its possibilities. They felt that, since it is an old building, if someone else bought it, they might tear it down and a part of St. George history would be lost. The City negotiated with the owner and brought the price down to the \$950,000 purchase price. He noted that the price included three properties and a parking lot.

Council Member Bunker said she felt it would be a real asset to the community. She hoped that, once renovated, it could be a cooperative venue for the art organizations to house their offices, have exhibit space, etc.

Council Member Almquist noted that appraisers don't always appraise the things that make a property valuable, especially historic value. He thought this purchase would be a benefit for the community.

Council Member Hughes told that group that he would not have paid over \$600,000 for the property if it was just to be torn down, but because of its historic value it is much more valuable to the City. He told the group that each person holds different things dear and not everyone would agree with this purchase, but that they would have their own ideas of things that should be done in the City. He told the group that the City had negotiated for months to get the price down. He added that he was also hoping to save the Sunbowl.

Lynn Burger

Ms. Burger said there have been a lot of questions about why the volunteers did not say something sooner and why the City did not know the conditions of the shelter. She said that is the past and we now must move on. She felt that passing the Resolution tomorrow evening is the key to the future of the shelter. She spoke of a No Kill shelter and noted that the rescue groups are maxed out and need the City to step up their help. She felt that a strong spay/neuter program is what will reduce the intake of stray animals. She asked that the City consider allocating funding for a spay/neuter program. Ms. Burger said an additional problem is that most rental properties do not accept pets, forcing owners to take their animals to the shelter. She also asked that the Animal Shelter be proactive in promoting animal adoptions and that they assign an advisory board for the shelter.

Mayor McArthur thanked Ms. Burger for her constructive comments and announced that the next speaker will be Mary Bemis.

Mary Bemis

Ms. Bemis stated that a good Animal Shelter is about life. She said that the Shelter Vets Association has compiled a booklet outlining the needs of a good animal shelter. She offered to let anyone read her copy or said it can be accessed on-line at the Shelter Vets Association website. She mentioned five important points to improve the St. George Animal Shelter and asked that these points be incorporated into future dealings.

1. Cages and Kennels - The existing kennels are too small for animals that must be in them 24/7 and they have no outside access. She stated that the shelter staff had, in the past, hosed down cages with animals in them and that there are open drains in the kennels which pose a hazard to small animals. She spoke of the fact that there are no cushions or blankets for the animals to sleep on.
2. Play things or Other Distractions - Ms. Bemis felt that each kennels should have toys for the animals to play with. She said that in the past, private citizens had offered to pay for them, but were told nothing was allowed in the kennels with the animals.
3. Medical Attention - In the past, there has been a lack of immediate medical attention for animals because of a lack of funding. She asked that this be remedied.

4. Euthanasia - She objected to the past ways of euthanizing animals and stated there are ways to do it humanly. She said the dictionary definition of euthanasia is "happy death".
5. Fear Factor - In the past, there has been a reluctance of citizens to confront issues because of bully tactics. She felt that this has been remedied and appreciated everything the Council has done.

Ms. Bemis also emphasized the need for a strong spay/neuter program. She talked about the need to license "backyard breeders". She said Cedar City and Las Vegas have mandatory spay/neuter programs and offered to get copies of the ordinances for the Mayor and Council.

Ms. Bemis also indicated that she would be contacting the local veterinarians to urge them to offer spaying/neutering services one day a month at low or no cost.

Bill Way

Mr. Way said that, in the past, citizens have been intimidated by shelter staff, but they do not need to be afraid to come to this City Council. He commended the City Council for their role in clearing up the shelter controversy and said that he felt nothing but good things could come of what has been done and will be done in the future. He asked that the Council look at the option of a 1% sales tax to be dedicated to animal care and treatment. He also felt that Sunbowl should be saved.

Council Member Almquist stated that the Council cannot be everywhere and he complimented the concerned citizens for bringing this problem to their attention. He emphasized that the citizens are the eyes and ears of the Council and urged them to continue to notice and report what is going on whether it be animal care issues, water leaks or whatever.

Cecily Bachnik

Ms. Bachnik said she coordinates the Community Cat Program in Stone Cliff. When she moved in, there were approximately 100 feral cats. By using a spay/neuter program they have reduced the number to 15 who are happy, healthy, vaccinated and fed by the community. She emphasized the need for accountability and recommended an oversight committee for the shelter which would include shelter manager and would report to the Council on a regular basis.

At this point in the meeting, Mayor McArthur asked that the Police Chief, Marlin Stratton speak to the group.

Marlon Stratton

Chief Stratton told the group that Officers McCracken, Farnsworth and Fuller will have oversight and supervision of the shelter and will report to the Council weekly. He said they have learned

a lot from the citizens and can understand the frustration they have experienced. He felt badly that it had gotten to this point, and took responsibility for the problems. He said the City has implemented a lot of changes, but will need the support of the rescue groups in the future. He noted that there are a lot of good personnel at the Police Department and they have the best interest of the community at heart.

Mayor McArthur reiterated that the Police Department does have good staff and the Council appreciates their good work.

Kerry Cox

Mr. Cox told the group that his son has a drug problem. He thanked the Police Department for all the drug enforcement efforts that takes place in the City. He was especially grateful for the Spice investigations which had resulted in the arrest of many drug dealers. He felt it had saved his child's life.

Mr. Cox emphasized that Spice is a gateway drug. It leads to harder drugs. He said his son is recovering now, but he felt he would be dead if some of those dealers had still been in business. He told the group that drugs are prevalent and asked the Police Department to stay the course and don't quit. Drugs are a self-inflicted disease, but a disease just the same, that needs to be dealt with. He urged everyone to be proactive in noticing what is going on in their neighborhood and reporting it. He asked that they think of things that can be done to save our children.

Mayor McArthur thanked Mr. Cox for his remarks. He said he knew it was not easy for him to speak on this subject, but that it is important that this issue be brought to the public's attention.

Mayor McArthur asked if anyone else would like to speak and Chris Neil came to the stand.

Chris Neil

Ms. Neil reiterated the need for a strong spay/neuter program. She said this is what will reduce the number of animals in the shelters. She also noted that it is cheaper to pay \$80 to spay/neuter an animal than to pay hundreds of dollars to keep them in the shelter.

She complimented the Animal Control Officers, but expressed the need to get better at managing the shelter. Ms. Neil also emphasized the need for adoption programs.

Mayor McArthur asked if there were any more comments. Mary Bemis stated that she had brought a Karanda bed for people to see. She said this is the type of bed needed for the

St. George City Council Minutes

July 31, 2013

Page Six

kennels and said anyone could contact her if they wanted to donate a bed or give a monetary contribution.

Mayor McArthur thanked all who attended the meeting. He said that the Resolution would be approved at the August 1 City Council meeting at about 4:15 p.m. if anyone would like to attend. He asked for final comments.

Shawn Guzman reemphasized what Mr. Cox had said. He noted that Mr. Cox is a soft-spoken man, but he hoped no one missed the message. Spice is synthetic Marijuana and is designed to get people hooked on drugs. He wondered about the possibility of getting those under court control into the shelter to work with the animals to help with their recovery.

Council Member Almquist noted the need to get all communities on board with the spay/neuter program or it would not be of much benefit. Council Member Almquist also spoke of the serious nature of Spice and said that often parents do not know what is going on until it is too late because Spice is packaged as bath salts and a number of other things.

Council Member Pike expressed his appreciation for everyone being at the meeting. He said it has been an emotional meeting and an emotional day. He appreciated how everyone had conducted themselves and said that community involvement is one of reasons he loves living in this community.

Council Member Bunker said she has been on the Council for 10 years and she loves to represent the people. She said that over the years many issues have been brought to the Council's attention and they have acted on each one unless there were legal or other reasons not to. She said she and her family are animal lovers and told a story of her daughter who has three chickens. One of them broke its leg and the daughter made it a splint of Popsicle sticks.

Council Member Hughes reaffirmed what Council Member Bunker said about representing the people. He noted that there are six people working on the shelter problem and four of them are not running for anything. He told the group that the process works and citizens can come to the City Council anytime. Council Member Hughes also commented on the drug issues. He said it is killing people and everyone needs to get involved to help save our children. We as a community cannot tolerate drug use. He said the Police Chief has taken the blame for the former conditions at the Animal Shelter because he always takes his responsibilities very seriously and always tries to act in the best interest of the community.

ADJOURNMENT

Mayor McArthur again thanked everyone for coming and closed the meeting at 6:30 p.m.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH, REGARDING THE OPERATION OF THE CITY ANIMAL SHELTER

WHEREAS, the City of St. George, under the direction of the Chief of Police operates the city animal shelter; and

WHEREAS, the City of St. George established the animal shelter with the goal of providing a safe, clean environment to humanely oversee the care and custody of seized, stray, homeless, quarantined, abandoned or unwanted dogs, cats, or other domestic animals; and

WHEREAS, the Mayor and City Council desire to review the operation of the animal shelter along with the policies and procedures associated with the operation of the shelter,

NOW, THEREFORE THE MAYOR AND CITY COUNCIL, HAVING INITIATED AN EVALUATION OF THE OPERATION OF THE ANIMAL SHELTER, direct that the City Manager assign the Chief of Police to:

1. Assign a sergeant of the police department to oversee the operation of the animal shelter under the direct supervision of a captain who reports directly to the Chief of Police; and
2. Complete the investigation of the operations of the animal shelter that was initiated at the request of the Mayor and City Council under the direction of the Deputy Chief of Police. The investigation shall include a review of the policies and procedures for the operation of the animal shelter as well as a review of the personnel involved with the operation of the animal shelter; and
3. Evaluate the animal shelter and make recommendations on possible improvements or upgrades to the building; and
4. Direct that all cleaning of kennels be completed after removal of animals in the kennel, unless unique circumstances do not allow for removal, such as the concern for the safety of the worker or volunteer. All employees and volunteers shall be made aware of this policy and be instructed to report any violation of the policy to the sergeant overseeing the operation of the animal shelter; and
5. Immediately initiate the installation of beds in each kennel meeting appropriate standards; and
6. Direct that animal owner-requested euthanasia services no longer be provided at the animal shelter. All euthanasia requests shall be referred to a list of licensed veterinarians in the area and direction given to contact a veterinarian to provide euthanasia services. If the animal shelter reaches capacity, the City will request assistance for adoption or foster care of the animal from interested parties or groups.

7. Direct that all food used at the animal shelter be appropriate for the different animals housed there.

Upon completion of the investigation and evaluation of the operation of the animal shelter, the City Manager shall report the findings and recommendations to the Mayor and City Council.

APPROVED AND ADOPTED this 1st day of August, 2013.

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
AUGUST 1, 2013
CITY COUNCIL CHAMBERS**

PRESENT:

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

EXCUSED:

Councilmember Gil Almquist

OPENING:

Mayor McArthur called the meeting to order and welcomed all in attendance. He mentioned the following: the Finance Department is now offering E-billing to customers, construction on mile post 8 will be starting soon and that there will be a Community Action Team meeting at the Dixie Center on Tuesday, August 6th at 6 pm; items to be discussed include distracted driving and youth safety. The Pledge Allegiance to the flag was led by Councilmember Nickle, and the invocation was offered by Father John Gorman.

RESOLUTION:

Consider approval of a resolution regarding the operation of the City Animal Shelter.

Mayor McArthur stated the public forum held last night was a success. There were several subjects discussed including spice control and issues at the animal shelter. He advised, the City Council will be adopting a Resolution to change the operations at the animal shelter.

Councilmember Jon Pike read the resolution.

MOTION: A motion was made by Councilmember Pike to approve the resolution regarding the operation of the City Animal Shelter.

SECOND: The motion was seconded by Councilmember Hughes.

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

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

The vote was unanimous and the motion carried.

Councilmember Bunker thanked the public for bringing the concerns to the Council as they were unaware of any ongoing issues.

AWARD OF CONTRACT:

Consider approval of an agreement with Royal T Enterprises to install a traffic signal at 250 North Red Cliffs Drive.

City Manager Gary Esplin stated this request is part of the change to mile post 8.

Purchasing Manager Connie Hood advised there were only 2 bidders and is under the budgeted amount.

MOTION: A motion was made by Councilmember Bunker to approve the bid in the amount of \$193,558.05.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

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AWARD OF BID:

Consider award of bid for stone medallions and awards for the marathon.

City Manager Gary Esplin advised this is a sole source bid with Kenworthy Signs. The cost of the keepsake medallions is included in the marathon entrance fees.

MOTION: A motion was made by Councilmember Hughes to award the bid to Kenworthy Signs in the amount of \$60,000.00.

SECOND: The motion was seconded by Councilmember Nickle.

VOTE: Mayor McArthur called for a vote as follows:

- Councilmember Bunker - 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 submersible pump for the Ledges #1 well.

City Manager Gary Esplin advised only one bid was received. The pump will serve as a back up pump for the Ledges #1 well. He explained this is the only well to serve that area.

Purchasing Manager Connie hood stated proposals were sent to four bidders, this is the only one received.

MOTION: A motion was made by Councilmember Hughes to approve the bid in the amount of \$73,370.80.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

INCENTIVE AGREEMENT AMENDMENT:

Consider approval of an amendment to the incentive agreement with Berry Manufacturing.

Scott Hirschi stated the Economic Development Council helps local businesses expand. He appreciates the City's long term commitment to help businesses in the community. This will be the third agreement with Berry Manufacturing. He explained how businesses qualify for the incentive agreements.

Ross Hart with Berry Manufacturing thanked the Mayor and City Council for supporting their business. He explained over the last few years, their business has expanded.

Mayor McArthur stated he understands Berry Manufacturing can move and is thankful to them for staying in St. George keeping our citizens employed.

Councilmember Hughes asked Mr. Hirschi if he had economic benefit of the 15 jobs in this expansion.

Mr. Hirschi explained the prevailing wage in the County is \$15.00 per hour; however, Berry Manufacturing will pay above that.

MOTION: A motion was made by Councilmember Pike to approve the agreement as explained.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

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City Manager Gary Esplin explained there is already an agreement with Berry Manufacturing, this will just amend that agreement.

City Attorney Shawn Guzman advised this is actually the second amendment to the original agreement.

FEE WAIVER:

Consider approval of a special event permit fee waiver and park rental fee waiver for use of Vernon Worthen Park for the Global Citizen Year Benefit Concert. Nanette Glauser, applicant.

Nanette Glauser explained the concert will be held on Thursday, August 8th at 7:00 p.m. and will benefit the Global Citizen Year Organization.

Jeff Glauser advised the organization helps send young men and women just out of high school to foreign countries to study. They are hoping to raise \$6,000.00 to cover costs for him and another student to travel to Ecuador.

Ms. Glauser stated she is requesting a special event permit fee waiver and park rental fee waiver. They will have volunteers to set up, take down and clean. The performer will be singing in the gazebo.

MOTION: A motion was made by Councilmember Bunker to approve the special event permit fee waiver and park rental fee waiver.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

Mayor McArthur invited the young adults in the audience to introduce themselves.

AGREEMENT:

Consider approval of a construction agreement with Dream Weaver Specialties to create artistic monuments.

Marc Mortensen advised there was a presentation last year made to the Council. The monuments have to be made on site and the Council has opted for faux stone. He is proposing to build three in this current fiscal year. Some of the monuments will be on private property. The 3 locations monuments will be on Red Hills Dr, Red Hills parkway and the third will be near the Ledges. Campbell and Associates drew the plans for free.

Councilmember Hughes stated the City has a certain eye appeal and these monuments will be a great addition to the City.

MOTION: A motion was made by Councilmember Hughes to approve the bid to Dream Weaver Specialties in the amount of \$55,800.00.

SECOND: The motion was seconded by Councilmember Nickle.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

AGREEMENT:

Consider approval of an agreement with H.W. Lochner, Inc. to design roundabouts for the intersections of 400 East Tabernacle and 600 West Tonaquint Drive.

City Manager Gary Esplin advised these items are included in the current budget.

MOTION: A motion was made by Councilmember Pike to approve the agreement in the amount of \$74,124.53.

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 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 June 20, 2013.

MOTION: A motion was made by Councilmember Bunker to approve the minutes for June 20, 2013 as presented.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

Councilmember Bunker - 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 June 27, 2013.

MOTION: A motion was made by Councilmember Nickle to approve the minutes for June 27, 2013 as presented.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

Mayor McArthur called for a five minute recess.

PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider a zone change from Mining & Grazing and A-1 to R-1-10 on 53.4 acres and to R-1-8 on 21.6 acres located north of Crimson Ridge Drive and east of 3000 East Street. Development Solutions, applicant.

Craig Harvey presented ariel maps and stated the project will be known as "The Arbors". Staff and Planning Commission recommend approval. The proposal is within the limits of the current General Plan for this area. He advised the drainage will drain towards Crimson Ridge Drive rather than going northward.

Councilmember Hughes advised there was not much public comment at the Planning Commission meeting. He hopes that the issues can be mitigated with future property owners.

Mr. Harvey advised all final plats will be required to have notification that state there is a possibility of noise, odors and flies.

City Manager Gary Esplin stated there may be issues in the future with adjacent property owners.

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 zone change to R-1-10 on 53.4 acres and R-1-8 on 21.6 acres based on the recommendations of the Planning Commission and the fact that there really cannot be anything else on that property.

SECOND: The motion was seconded by Councilmember Nickle.

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

Councilmember Bunker - aye
Councilmember Nickle - aye

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Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/ZONE AMENDMENT/ORDINANCE:

Public hearing to consider an amendment to the Planned Development Commercial zone for Star Nursery located at 1335 S. Dixie Drive by adding "the sale of decorative rock and gravel" to the list of permitted uses in this zone. Star Nursery, applicant.

Ray Snyder advised the applicant is requesting to add the sale of decorative rock and gravel be listed as a permitted use. Planning Commission recommends approval.

Keena Tanner with Star Nursery stated they will have approximate 3-4 loads a day. They anticipate the business to move from the Sunset store to the Dixie store.

Councilmember Bunker inquired if there have been any complaints regarding issues at the Sunset store.

City Manager Gary Esplin stated there are not many homes near the Dixie Drive store.

Ms. Tanner stated this location is more spacious than their Sunset store, therefore, maneuverability will be better.

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

MOTION: A motion was made by Councilmember Hughes the amendment to the Planned Development Commercial zone to include decorative rock sales and gravel.

SECOND: The motion was seconded by Councilmember Pike.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/CODE AMENDMENT/ORDINANCE:

Public hearing to consider an amendment to Title 10, Chapter 7B, St. George City Code, to provide for lot-size averaging in the R-1-8 zone.

Ray Snyder advised this request is to add lot size averaging to the R-1-8 zone. The language will be added to item b. and will say: "except that in the R-1-8 zone no lot size shall be reduced to less than eighty percent (80%) of standard lot size and no lot width shall be less than sixty-five (65) feet". He explained a new item will also be added: g. Not more than half of the proposed lots within the subdivision may be less than the zone's standard lot size, unless approved by the City Council after considering the recommendation from the Planning Commission." He explained the Planning Commission recommended that for the R-1-8 zone, the overall density cannot exceed 3.7 dwelling units per acre. In addition, the concept of lot-size averaging allows for a mix of lot and home sizes and therefore can provide housing choices to meet a broad range of needs. Item "g" was added after discussion with Planning Commission regarding the possible abuse of the lot size averaging concept by having a few very large lots and many small lots.

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 code amendment.

SECOND: The motion was seconded by Councilmember Bunker.

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

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

The vote was unanimous and the motion carried.

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ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Pike to adjourn to a closed session to discuss personnel and potential litigation.
SECOND: The motion was seconded by Councilmember Nickle.
VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

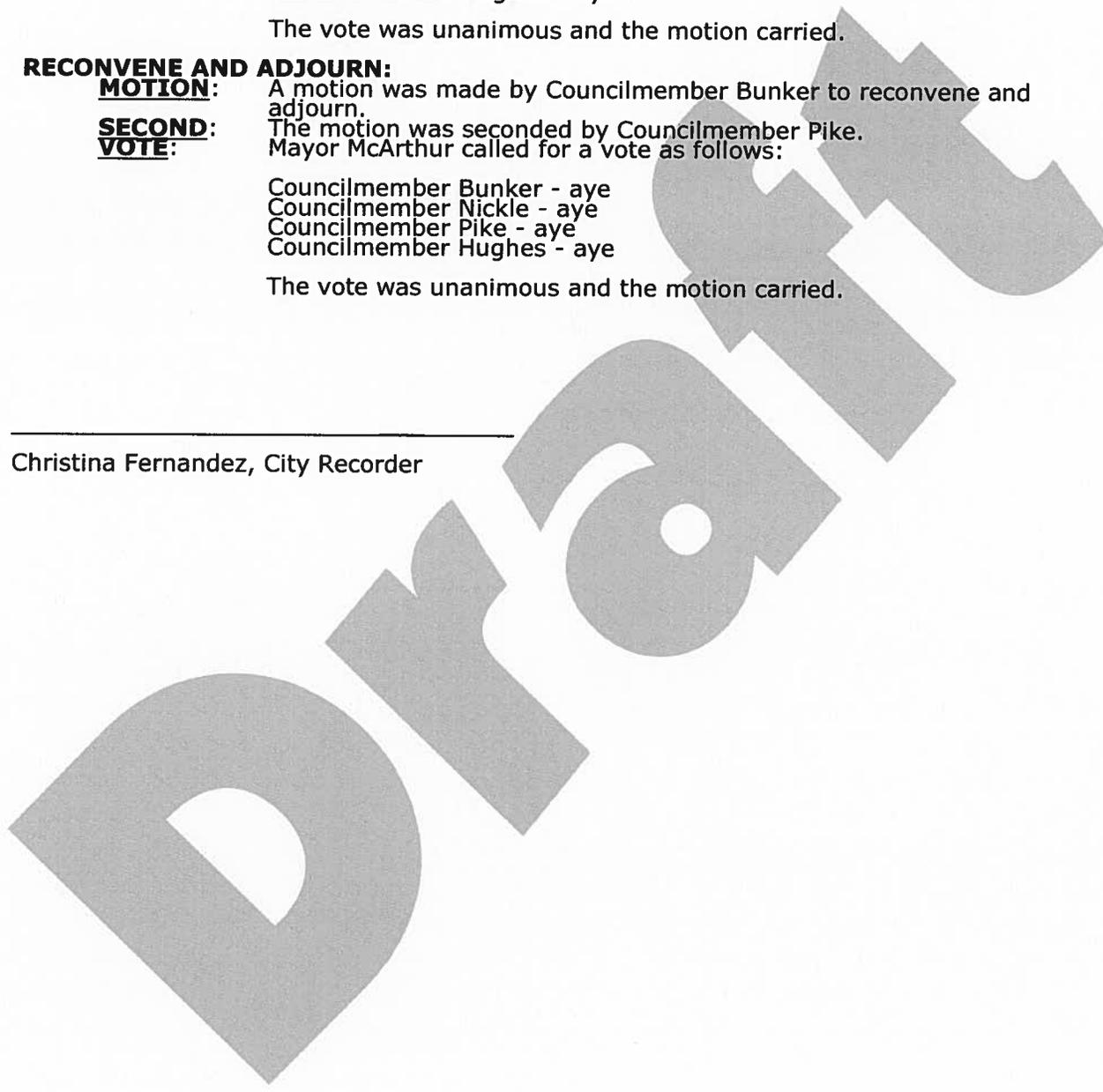
MOTION: A motion was made by Councilmember Bunker to reconvene and adjourn.
SECOND: The motion was seconded by Councilmember Pike.
VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

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PUBLIC FORUM
JULY 31, 2013
5:00 P.M.
ST. GEORGE CITY COUNCIL CHAMBERS

PRESENT

Dan McArthur, Mayor
Gil Almquist, Council Member
Gail Bunker, Council Member
Jimmie Hughes, Council Member
Ben Nickle, Council Member
Jon Pike, Council Member
Shawn Guzman, City Attorney

WELCOME

Mayor McArthur opened the meeting at 5:00 p.m. and welcomed all those in attendance. He noted that those who wished to speak should fill out one of the forms located on the tables in the back of the hall. He also noted that not filling out a form does not preclude a citizen from speaking at the Forum.

Mayor McArthur told the group that some had expressed disappointment that they were unable to speak during last week's meeting. He explained that the meeting last week was a Council Work Meeting with a set agenda and it was not an appropriate venue for airing opinions. That is the purpose of this meeting. He said he and the Council have received many e-mails and telephone calls and they appreciate the public input.

He introduced Miriam Palma and said she would be acting in place of the City Recorder who has been excused.

PUBLIC FORUM

Mayor McArthur told the group that last Friday Marlon Stratton, Police Chief; Shawn Guzman, City Attorney; Gary Esplin, City Manager; and himself had met with Randy Fields to discuss the problems at the City Animal Shelter. The result of this meeting was a Resolution concerning the City Animal Shelter (see attachment), which he read and noted it would be approved at the regular City Council meeting tomorrow night.

He announced the new assignments of Sgt. Fuller as director of the animal shelter under the direction of Cpt. McCracken. He felt this is a good start to bringing the animal shelter to a more safe and humane institution. He said this discussion had come out of the concerns of the community and he expressed the need for help from community to guide the City in its implementation of its plans.

Mayor McArthur called on the following speakers in this order.

St. George City Council Minutes

July 31, 2013

Page Two

Randy Fields

Mr. Fields thanked those in attendance for their energy and dedication to the cause. He thanked the City Council for their efforts and noted that if President Bush had handled the Katrina emergency as well as the City Council had handled this emergency the nation probably would have voted him in for a third term.

He also felt the City had made a good start to solving the shelter problems by working with the volunteers. He said there are three things that make a good program: 1) good people, 2) good policies, and 3) good procedures. He felt that the people and procedures are now in place and with the adoption of the Resolution tomorrow, the policies will be in place.

He again complimented the Council on how they had handled the situation and told the group that tonight, if you have feelings, this is the time to air them. After tonight we are done airing grievances unless it happens again. He said, "We have a partner that will work with us".

Mayor McArthur told a story about a Blood Hound that was housed in the shelter. He said Randy had paid adoption fees so a young couple could take the dog home.

Mayor McArthur introduced Sgt. Iver Fuller and called him the "new face of animal shelter".

Dorothy Engleman

Ms. Engleman stated that she had a question about the City's purchase of the Electric Theatre. The Spectrum Newspaper stated that the assessed value of the property was \$700,000 and that the City had paid \$950,000 and she wondered why.

Mayor McArthur fielded her question by telling the group that the asking price had been \$1.6 million. The Council took a tour of the property and saw its possibilities. They felt that, since it is an old building, if someone else bought it, they might tear it down and a part of St. George history would be lost. The City negotiated with the owner and brought the price down to the \$950,000 purchase price. He noted that the price included three properties and a parking lot.

Council Member Bunker said she felt it would be a real asset to the community. She hoped that, once renovated, it could be a cooperative venue for the art organizations to house their offices, have exhibit space, etc.

Council Member Almquist noted that appraisers don't always appraise the things that make a property valuable, especially historic value. He thought this purchase would be a benefit for the community.

Council Member Hughes told that group that he would not have paid over \$600,000 for the property if it was just to be torn down, but because of its historic value it is much more valuable to the City. He told the group that each person holds different things dear and not everyone would agree with this purchase, but that they would have their own ideas of things that should be done in the City. He told the group that the City had negotiated for months to get the price down. He added that he was also hoping to save the Sunbowl.

Lynn Burger

Ms. Burger said there have been a lot of questions about why the volunteers did not say something sooner and why the City did not know the conditions of the shelter. She said that is the past and we now must move on. She felt that passing the Resolution tomorrow evening is the key to the future of the shelter. She spoke of a No Kill shelter and noted that the rescue groups are maxed out and need the City to step up their help. She felt that a strong spay/neuter program is what will reduce the intake of stray animals. She asked that the City consider allocating funding for a spay/neuter program. Ms. Burger said an additional problem is that most rental properties do not accept pets, forcing owners to take their animals to the shelter. She also asked that the Animal Shelter be proactive in promoting animal adoptions and that they assign an advisory board for the shelter.

Mayor McArthur thanked Ms. Burger for her constructive comments and announced that the next speaker will be Mary Bemis.

Mary Bemis

Ms. Bemis stated that a good Animal Shelter is about life. She said that the Shelter Vets Association has compiled a booklet outlining the needs of a good animal shelter. She offered to let anyone read her copy or said it can be accessed on-line at the Shelter Vets Association website. She mentioned five important points to improve the St. George Animal Shelter and asked that these points be incorporated into future dealings.

1. Cages and Kennels - The existing kennels are too small for animals that must be in them 24/7 and they have no outside access. She stated that the shelter staff had, in the past, hosed down cages with animals in them and that there are open drains in the kennels which pose a hazard to small animals. She spoke of the fact that there are no cushions or blankets for the animals to sleep on.
2. Play things or Other Distractions - Ms. Bemis felt that each kennels should have toys for the animals to play with. She said that in the past, private citizens had offered to pay for them, but were told nothing was allowed in the kennels with the animals.
3. Medical Attention - In the past, there has been a lack of immediate medical attention for animals because of a lack of funding. She asked that this be remedied.

4. Euthanasia - She objected to the past ways of euthanizing animals and stated there are ways to do it humanly. She said the dictionary definition of euthanasia is "happy death".
5. Fear Factor - In the past, there has been a reluctance of citizens to confront issues because of bully tactics. She felt that this has been remedied and appreciated everything the Council has done.

Ms. Bemis also emphasized the need for a strong spay/neuter program. She talked about the need to license "backyard breeders". She said Cedar City and Las Vegas have mandatory spay/neuter programs and offered to get copies of the ordinances for the Mayor and Council.

Ms. Bemis also indicated that she would be contacting the local veterinarians to urge them to offer spaying/neutering services one day a month at low or no cost.

Bill Way

Mr. Way said that, in the past, citizens have been intimidated by shelter staff, but they do not need to be afraid to come to this City Council. He commended the City Council for their role in clearing up the shelter controversy and said that he felt nothing but good things could come of what has been done and will be done in the future. He asked that the Council look at the option of a 1% sales tax to be dedicated to animal care and treatment. He also felt that Sunbowl should be saved.

Council Member Almquist stated that the Council cannot be everywhere and he complimented the concerned citizens for bringing this problem to their attention. He emphasized that the citizens are the eyes and ears of the Council and urged them to continue to notice and report what is going on whether it be animal care issues, water leaks or whatever.

Cecily Bachnik

Ms. Bachnik said she coordinates the Community Cat Program in Stone Cliff. When she moved in, there were approximately 100 feral cats. By using a spay/neuter program they have reduced the number to 15 who are happy, healthy, vaccinated and fed by the community. She emphasized the need for accountability and recommended an oversight committee for the shelter which would include shelter manager and would report to the Council on a regular basis.

At this point in the meeting, Mayor McArthur asked that the Police Chief, Marlin Stratton speak to the group.

Marlon Stratton

Chief Stratton told the group that Officers McCracken, Farnsworth and Fuller will have oversight and supervision of the shelter and will report to the Council weekly. He said they have learned a lot from the citizens and can understand the frustration they have experienced. He felt badly that it had gotten to this point, and took responsibility for the problems. He said the City has implemented a lot of changes, but will need the support of the rescue groups in the future. He noted that there are a lot of good personnel at the Police Department and they have the best interest of the community at heart.

Mayor McArthur reiterated that the Police Department does have good staff and the Council appreciates their good work.

Kerry Cox

Mr. Cox told the group that his son has a drug problem. He thanked the Police Department for all the drug enforcement efforts that takes place in the City. He was especially grateful for the Spice investigations which had resulted in the arrest of many drug dealers. He felt it had saved his child's life.

Mr. Cox emphasized that Spice is a gateway drug. It leads to harder drugs. He said his son is recovering now, but he felt he would be dead if some of those dealers had still been in business. He told the group that drugs are prevalent and asked the Police Department to stay the course and don't quit. Drugs are a self-inflicted disease, but a disease just the same, that needs to be dealt with. He urged everyone to be proactive in noticing what is going on in their neighborhood and reporting it. He asked that they think of things that can be done to save our children.

Mayor McArthur thanked Mr. Cox for his remarks. He said he knew it was not easy for him to speak on this subject, but that it is important that this issue be brought to the public's attention.

Mayor McArthur asked if anyone else would like to speak and Chris Neil came to the stand.

Chris Neil

Ms. Neil reiterated the need for a strong spay/neuter program. She said this is what will reduce the number of animals in the shelters. She also noted that it is cheaper to pay \$80 to spay/neuter an animal than to pay hundreds of dollars to keep them in the shelter.

She complimented the Animal Control Officers, but expressed the need to get better at managing the shelter. Ms. Neil also emphasized the need for adoption programs.

St. George City Council Minutes

July 31, 2013

Page Six

Mayor McArthur asked if there were any more comments. Mary Bemis stated that she had brought a Karanda bed for people to see. She said this is the type of bed needed for the kennels and said anyone could contact her if they wanted to donate a bed or give a monetary contribution.

Mayor McArthur thanked all who attended the meeting. He said that the Resolution would be approved at the August 1 City Council meeting at about 4:15 p.m. if anyone would like to attend. He asked for final comments.

Shawn Guzman reemphasized what Mr. Cox had said. He noted that Mr. Cox is a soft-spoken man, but he hoped no one missed the message. Spice is synthetic Marijuana and is designed to get people hooked on drugs. He wondered about the possibility of getting those under court control into the shelter to work with the animals to help with their recovery.

Council Member Almquist noted the need to get all communities on board with the spay/neuter program or it would not be of much benefit. Council Member Almquist also spoke of the serious nature of Spice and said that often parents do not know what is going on until it is too late because Spice is packaged as bath salts and a number of other things.

Council Member Pike expressed his appreciation for everyone being at the meeting. He said it has been an emotional meeting and an emotional day. He appreciated how everyone had conducted themselves and said that community involvement is one of reasons he loves living in this community.

Council Member Bunker said she has been on the Council for 10 years and she loves to represent the people. She said that over the years many issues have been brought to the Council's attention and they have acted on each one unless there were legal or other reasons not to. She said she and her family are animal lovers and told a story of her daughter who has three chickens. One of them broke its leg and the daughter made it a splint of Popsicle sticks.

Council Member Hughes reaffirmed what Council Member Bunker said about representing the people. He noted that there are six people working on the shelter problem and four of them are not running for anything. He told the group that the process works and citizens can come to the City Council anytime. Council Member Hughes also commented on the drug issues. He said it is killing people and everyone needs to get involved to help save our children. We as a community cannot tolerate drug use. He said the Police Chief has taken the blame for the former conditions at the Animal Shelter because he always takes his responsibilities very seriously and always tries to act in the best interest of the community.

St. George City Council Minutes

July 31, 2013

Page Seven

ADJOURNMENT

Mayor McArthur again thanked everyone for coming and closed the meeting at 6:30 p.m.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH, REGARDING THE OPERATION OF THE CITY ANIMAL SHELTER

WHEREAS, the City of St. George, under the direction of the Chief of Police operates the city animal shelter; and

WHEREAS, the City of St. George established the animal shelter with the goal of providing a safe, clean environment to humanely oversee the care and custody of seized, stray, homeless, quarantined, abandoned or unwanted dogs, cats, or other domestic animals; and

WHEREAS, the Mayor and City Council desire to review the operation of the animal shelter along with the policies and procedures associated with the operation of the shelter,

NOW, THEREFORE THE MAYOR AND CITY COUNCIL, HAVING INITIATED AN EVALUATION OF THE OPERATION OF THE ANIMAL SHELTER, direct that the City Manager assign the Chief of Police to:

1. Assign a sergeant of the police department to oversee the operation of the animal shelter under the direct supervision of a captain who reports directly to the Chief of Police; and
2. Complete the investigation of the operations of the animal shelter that was initiated at the request of the Mayor and City Council under the direction of the Deputy Chief of Police. The investigation shall include a review of the policies and procedures for the operation of the animal shelter as well as a review of the personnel involved with the operation of the animal shelter; and
3. Evaluate the animal shelter and make recommendations on possible improvements or upgrades to the building; and
4. Direct that all cleaning of kennels be completed after removal of animals in the kennel, unless unique circumstances do not allow for removal, such as the concern for the safety of the worker or volunteer. All employees and volunteers shall be made aware of this policy and be instructed to report any violation of the policy to the sergeant overseeing the operation of the animal shelter; and
5. Immediately initiate the installation of beds in each kennel meeting appropriate standards; and
6. Direct that animal owner-requested euthanasia services no longer be provided at the animal shelter. All euthanasia requests shall be referred to a list of licensed veterinarians in the area and direction given to contact a veterinarian to provide euthanasia services. If the animal shelter reaches capacity, the City will request assistance for adoption or foster care of the animal from interested parties or groups.

7. Direct that all food used at the animal shelter be appropriate for the different animals housed there.

Upon completion of the investigation and evaluation of the operation of the animal shelter, the City Manager shall report the findings and recommendations to the Mayor and City Council.

APPROVED AND ADOPTED this 1st day of August, 2013.

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder