

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
NOVEMBER 21, 2013, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

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

EXCUSED:

Councilmember Ben Nickle

OPENING:

Mayor McArthur called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Mayor McArthur and the invocation was offered by Reverend Jimi Kestin. He invited all scouts and students in the audience to introduce themselves.

Mayor McArthur advised items 3E and 6H have been tabled from the agenda.

AWARD OF BID:

Consider approval of an engineering services contract with Rosenberg Associates for Royal Oaks Park Phase 2.

City Manager Gary Esplin advised the contract amount is \$34,300.00 and is included in the current budget to be paid out of the Park Impact funds.

MOTION: A motion was made by Councilmember Bunker to approve the contract not to exceed \$34,300.00.

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

The vote was unanimous and the motion carried.

ISSUANCE AND SALE OF ELECTRIC REVENUE REFUNDING BONDS/RESOLUTION:

Consideration for adoption of a resolution of the City Council of the City of St. George, Utah authorizing the issuance and sale of not more than \$13,000,000 aggregate principal amount of Electric Revenue Refunding Bonds, Series 2013; and related matters.

City Manager Gary Esplin advised the City did two issues for the gas generating plant in Millcreek. The market looks good at this time. If all goes well, this would be a private placement with Wells Fargo. The savings would be approximately 6% in the annual cost, which is roughly \$60,000.00 over the next 10 years. The Council will need authorize the pricing committee, which consists of the City Manager, Finance Director and the Mayor to authorize the issuance of the bond.

MOTION: A motion was made by Councilmember Almquist to adopt the resolution for the City of St. George authorizing the issuance and sale of not more than \$13,000,000.00 aggregate principal amount of Electric Revenue Refunding Bonds, Series 2013.

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

The vote was unanimous and the motion carried.

City Manager Gary Esplin stated that thanks to Washington City allowing the City to go ahead of their project, the opinion of U.S. Fish & Wildlife should be received within 2-4 weeks. This should allow the construction of the Mall Drive Bridge to begin in January.

RESOLUTION:

Consider approval of a resolution to approve a Golf Cart Lease Agreement with De Lage Landen Public Finance, LLC.

City Manager Gary Esplin advised the City has an existing lease agreement for all golf carts throughout the City. Leases usually last about 5 years. The request is to replace the existing fleet and enter into a 6 year lease agreement. The cost of the lease is \$214,514.00 annually. Renting the carts is the biggest revenue source at City golf courses.

MOTION: A motion was made by Councilmember Hughes to approve the resolution to enter a new 6 year lease for 262 golf carts for \$213,514.00.

SECOND: The motion was seconded by Councilmember Bunker.
VOTE: Mayor McArthur called for a roll call vote, as follows:

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

The vote was unanimous and the motion carried.

City Manager Gary Esplin advised that the City has negotiated with the vendor to provide 15 additional carts at no charge during the busy season.

ROAD CLOSURE REQUEST:

Consider approval of a request for two road closures for the 2nd Annual Christmas Stroll Downtown event to be held on Saturday December 7, 2013. Tom McArthur, applicant.

Tom McArthur, applicant, thanked the City for their help with promoting the downtown area. He stated they would like to expand the Christmas Stroll Downtown by closing roads to hold events in the streets. They have raised \$2,000.00 and would like the City to match that with funds to promote the event.

Allison McArthur stated there is not a lot downtown for Christmas. They wanted to bring this event to the area and hope it can grow. There will be outside entertainment; therefore they are hoping to get a stage.

Councilmember Bunker inquired if the City can donate the use of a stage in lieu of donating money.

Ms. McArthur stated they would like help from the City to be able to do pictures with Yellowpix and could include the City logo. The cost of the pictures would be approximately \$1,100.00.

Councilmember Hughes asked if the event could be advertised on the City's website.

Councilmember Pike stated the event can be advertised on the City's website, if the City is a sponsor.

MOTION: A motion was made by Councilmember Pike to approve the road closure request as stated for 2nd Annual Christmas Stroll Downtown event on Saturday, December 7th and also recommends that staff work with the McArthur's and authorize up to \$2000.00 to cover the stage, if available, and \$1100.00 for Yellowpix and the City be a sponsor .

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

The vote was unanimous and the motion carried.

**FY 2013 AUDIT REPORT:
Presentation of the FY 2013 Audit Report.**

Steve Palmer, with Hinton Burdick CPA and Advisors, stated they have issued a clean opinion on the City's financial statements. He commented that the City staff who deal with finances do an exceptional job. The report has been submitted to the State auditor.

City Manager Gary Esplin advised the audit is available for viewing on the City's website.

**UPDATE WATER CONSERVATION PLAN:
Consider approval of the 5 year update to the Water Conservation Plan.**

City Manager Gary Esplin advised that the state requires the City to update and review the water conservation plan in order to meet their requirements.

Mayor McArthur noted that the St. George is one of the first cities to begin conservation plans in both water and power.

Rene Fleming advised this is the second update to the plan. The state requires this, but it is also a good planning tool. She explained that she has updated the plan to include St. information on the programs that are available. It is good to see that so many hotels are participating and it appears that water use is going down throughout the City.

Councilmember Pike inquired how the amounts compare to other cities in Utah.

Ms. Fleming state the City compares fairly well. She explained that many cities do not meter their secondary water use, so that is not part of their calculation. Other cities might only count single family residential, but divide it between their full residential.

Mayor McArthur commented all reports do not include the same criteria.

Councilmember Bunker noted the report looks good.

MOTION: A motion was made by Councilmember Hughes to approve the updated Water Conservation Plan.

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

The vote was unanimous and the motion carried.

MEMORANDUM OF UNDERSTANDING:

Consider approval of a Memorandum of Understanding between the City and Verdi Energy Group Inc. with regard to the possible expansion at the SunSmart facility.

City Manager Gary Esplin stated this is an interesting concept which encourages the use of solar; however there has not been much involvement from the community.

Energy Services Director Phil Solomon stated he and Rene were approached by Verdi Energy Group, a local organization, that would like to expand the SunSmart program. Verdi Energy would get the financing and find the customers and the City would facilitate the project by using City land and maintaining the program. There will be no out of pocket expense for the City. He explained the downside to MOU is that if a customer does not fulfill their agreement, the City would possibly have to buy what ever power is produced in the system at the current wholesale rate. The City would retain the renewable energy credits.

Councilmember Almquist stated he likes the idea of the private sector getting involved.

MOTION: A motion was made by Councilmember Hughes to approve the MOU with Verdi Energy regarding the possible expansion at the SunSmart facility.
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

The vote was unanimous and the motion carried.

SET PUBLIC HEARINGS:

City Planner Ray Snyder advised that the Planning Commission at its meeting held November 12, 2013 recommends public hearings be set for December 5, 2013 to consider (1) a zone change request from RCC to AP for 1.94 acres located on the northeast corner of 200 East and 600 South; and (2) a zone change request from AP to C-4 on 0.35 acres located at 214 East Tabernacle.

MOTION: A motion was made by Councilmember Almquist to set the public hearings.
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

The vote was unanimous and the motion carried.

FINAL PLATS:

Todd Jacobsen presented the final plats for (1) Clear Valley Farms Subdivision, a 7 lot residential subdivision located at approximately 1070 South and Morningside Drive,

zoning is R-1-10; and (2) Escalera Phase 5, a 14 lot residential subdivision located at approximately 1960 East street and 1200 North Circle, zoning is RE-12.5.

MOTION: A motion was made by Councilmember Bunker to approve the final plats as described.

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

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for Chaco West Phase 3, an 18 lot residential subdivision located along Tacheene Drive in the Entrada development; zoning is PD-R and density is 0.67 dwelling units per acre. One item that was an issue is the cul-de-sac being 800 feet. The City only allows a 600 foot cul-de-sac; however, there is a caveat that states if the City Engineer feels a larger one is acceptable, it can be larger. Staff felt ok with the cul-de-sac being larger as did the Fire and Water Department with the small number of lots. Since a number of the homes are second homes, there are water issues that are being addressed.

City Manager Gary Esplin advised that the Councilmembers can tell the developer to show plans to fix the issues before it comes back in for final plat.

Mr. Jenkins stated the plat normally shows a no disturb area. Right now the developer will be grading the road and utilities. When the final plat comes back , it will include a no disturb area.

MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat noting that the final plat should include a solution to improve the water quality issues.

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

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit to replace an existing 46' tall monopole tower with a new 42' tower. Sprint, applicant.

Ray Snyder presented the conditional use permit for a request to upgrade infrastructure and replace an existing 46' foot tall monopole tower with a new 42' monopole tower. For approximately six months, both towers will be in place until the old tower is removed. The site is generally located at 700 North and 1500 East. He presented pictures of what the tower will look like. The Planning Commission recommends approval. In addition, the applicant must comply with the findings.

Rock Schutjer, applicant, stated the pole will actually be shorter than planned; it will be 37' tall. He explained there are five major towers on the ridge line. The pole will not be visible from the freeway.

MOTION: A motion was made by Councilmember Hughes to approve the conditional use permit to replacement cell phone tower up to 37', with a note that there will be two poles for six months.

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

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit to establish a towing and impound yard in the St. George Industrial Park at 405 North Park Street. Sam Andrus, applicant.

Ray Snyder presented the conditional use permit to establish a towing and impound yard in the St. George Industrial Park at 405 North Park Street, zoning is M-1. He presented pictures of the area. The applicant plans to store the vehicles inside the building. He explained that barbed wire is allowed, not razor wire.

Councilmember Hughes explained, the reason razor wire was brought up was because a neighbor worried about people climbing the fence, not because the applicant wanted to use it.

Mr. Snyder stated that the applicant will be posting hours and a phone number in case there are any issues. There will be a gate that locks after hours. The Planning Commission recommends approval with the condition that the applicant post a visible sign stating the hours of operation along with a contact phone number. In addition, the applicant must comply with the findings.

MOTION: A motion was made by Councilmember Hughes to approve the conditional use permit for an towing and impound yard in an M-1 zone.

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.

PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider approval of a zone change from R-1-10 to AP on 15.77 acres and to OS on 28.77 acres on property on the east side of Medical Center Drive at approximately 600 South. IHC Health Services, Inc, applicant.

Councilmember Pike stepped out to remove any possible conflicts.

Ray Snyder presented the request for a zone change from R-1-10 to OS on 28.27 with no plans to develop the area. It was asked if the applicant was going to donate the land to the City, they do not plan to.

Mayor McArthur inquired about the park; he believed the Foremaster family would be donating that to the City. He asked if that was part of the property.

Mr. Snyder stated that although the park area is not part of the property, it was mentioned at the Planning Commission meeting. There were concerns from residents that were addressed with the Planning Commission. He presented photos of the area and explained the applicant listed the types of businesses that may be on site.

Councilmember Almquist inquired on the slope line since it is listed at different percentages.

Mr. Snyder stated the applicant would have to go by hillside ordinance which is 0-20%.

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

MOTION: A motion was made by Councilmember Almquist to approve the zone change from R-1-10 to AP on 15.77 acres and to OS on 28.77 acres on the property located on the east side of Medical Center Drive at approximately 600 South.

SECOND: The motion was seconded by Councilmember Bunker.

Councilmember Hughes commented that at the Planning Commission meeting, residents were in favor of the zone change, they were just concerned with the top part.

City Attorney Shawn Guzman wanted to clarify that the ordinance states 28.27 acres for the OS, but the back up states 28.77 acres.

Mr. Snyder stated the OS should be for 28.27 acres.

Councilmember Almquist amended his motion to 28.27 acres.

Councilmember Bunker seconded the amended motion.

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

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

The vote was unanimous and the motion carried.

Councilmember Pike returned.

PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider approval of a zone change from OS to R-1-10 on 2.81 acres located at approximately 1150 West Blackberry Circle. Silverbow, LC. applicant.

Craig Harvey presented the request for a zone change from OS to R-1-10 on 2.81 acres. The General Plan states this is low density residential, up to four dwelling units per acre; however the proposed density will be 1.06 dwelling units per acre. This project will be the final phase for the Blackberry Court subdivision. Although the property is not located within the 100 year flood plain, it is in the erosion hazard boundary. Because of this, the applicant will be installing rock rip-rap. Planning Commission recommends approval.

Rick Rosenberg, who represents the applicant, stated the erosion hazard boundary is determined by a study that was done following the floods of 2005. The flood plain line has been approved by FEMA based on the mapping and evidence submitted to them. Rock Rip-rap has been installed as an erosion protection device along the boundary of the property within the flood plain.

Councilmember Almquist inquired if the length of the cul-de-sac has been calculated.

Mr. Rosenberg stated it goes right to the max that the City will allow.

Councilmember Pike inquired where the erosion protections ends.

Mr. Rosenberg stated it stops right past the corner, ties back in and goes perpendicular to the flow of the river.

Councilmember Bunker stated she is still worried about things that happened during the 2005 flood.

Councilmember Pike explained since the flood happened, there is added protection to homes in that area.

Mr. Rosenberg explained what he has seen since the flood of 2010 is that there are geologic formations that have come to the surface. Anytime the flow hits them, it turns into the trail.

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

MOTION: A motion was made by Councilmember Pike to approve the zone change from OS to R-1-10 on this property as described.

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider approval of a zone change from RE-12.5 on 10.6 acres and from A-1 on 11.9 acres to R-1-10 located southeast of the intersection of Seegmiller Drive and 3000 East Street, and south of the Bridle Gate Estates. Borely Enterprise Trust, Charles Larsen, Trustee, applicant.

Craig Harvey presented a request for a zone change on 22.54 acres currently zoned RE-12.5 and A-1. The General Plan for this area is low residential with up to four dwelling units per acre. The project is known as Cornerstone. He presented aerial maps showing the proposed re-zone area. The property is within 100 feet of the equestrian buffer line. The Planning Commission recommended denial of the zone change.

Paul Blackmore, applicant, stated that they have two parcels. One of them is currently zoned R-12.5 ; they are trying to make it one zone continuous with the property to the south, which is zoned R-1-10. Bridal Gate is to the north and open space on either side. He presented a power point presentation which includes a zone change site map; Existing Buffer Zone; Cornerstone Is Out of Green Space Irrigated Zone; Road Connectivity; an aerial map of the area; Cornerstone is Roadway isolated from Bridal Gate R12.5 zone while being connected to the R1-10 zone to the south; Existing Buffer Zone; Cornerstone is out of green space irrigated zone; and Road Connectivity. He explained Cornerstone roads do not connect with any roads from Bridal Gate Estates, all roads connect to the south. There will not be any homes built within the 100 foot buffer. Homes will be fronting on the road to the east. With regard to Equestrian Trail, it will be continued through their development. As the area develops, the efficient traffic flow is north

along 3000 East to Mall Drive or 2450 South, or south along 3000 East to Crimson Ridge Drive and the Southern Parkway.

Councilmember Hughes inquired how wide the road on the north side of their property will be.

Mr. Blackmore stated the road is Seegmiller Drive and will be 65' right of way. There is an existing canal easement which will be used for an equestrian trail. One of the current equestrian trails goes along 3000 East and will continue through their property, the other goes along the south boundary of Bridle Gate.

Councilmember Almquist stated the R-1-10 to the south has already been approved.

Mr. Blackmore stated the only difference between the zoning R-1-10 and RE-12.5 is the use of one large animal.

Councilmember Almquist inquired if the R-1-10 is already established, and this property remains RE-12.5 who would have to provide the buffer on the south boundary.

Mr. Harvey stated the buffer was only General Plan for around the Bridle Gates subdivision.

Councilmember Bunker inquired if there will be frontage on 3000 East.

Mr. Blackmore stated there would be no homes fronting 3000 East; they will be fronting on Seegmiller Drive. Part of the improvements include connectivity to the south, aligning the roads. The proposed zone change will allow for approximately 8 additional lots. They are hoping to keep the area larger to help with the hydrology issues in the area .

Mayor McArthur opened the public hearing.

Frank Crunell, resident of Bridle Gates and president of the HOA, stated there are many concerns from residents regarding the 22 acres that are low density residential, currently zone RE-12.5. He noticed the subdivision is compared with Bridle Gates; however, Bridle Gate is two dwelling units per acre, therefore he does not believe you can compare the two. Secondly, if Cornerstone would lower the density, there would not be such an issue. Smaller lots bring smaller housing and may affect property values. Thirdly, quality of lifestyle in the area. He stated the purpose of RE-12.5 is to provide permanent areas for small farms and hobby farms. When you look at permitted usage, it states that one large animal is allowed while the purpose of the R-1-10 zone is to provide for low density residential with permitted uses such as home gardens and fruit trees. Two different uses cause a problem in the making. He stated that he agrees with Mr. Spilker, who touched on the issues of the different expectations at the Planning Commission meeting. People move into this area because they love the bigger lots. Last month they dealt with a homeowner who complained about flies. He has a series of emails from this homeowner, he read portions of those emails. He stated this is not a normal residential area and appreciates the City for installing the "right to farm" signs. He asked the Councilmembers to deny the request.

Chuck Spilker stated he appreciates the points of the developer. He feels strongly that there is an obligation to protect the rights of the people in that area. He read the ordinance which pertains to this request. While he understands the developer would like to do well, he feels they need to work together and find a common ground. He spoke about the fact that Bridle Gate was zoned as A-1 not R-1-5. The Planning Commission was reluctant to give a lower density to that particular zone. They came up with a bonus density overlay which allowed Bridle Gate to be built. Shortly after Bridle Gate was developed, Cornerstone subdivision came in and requested a lower density area, the Planning Commission did not allow that. He believes there cannot be equestrian trails in an area with homes of this density. He is asking to move this gradually to the south and

questions if the parcel should be zoned RE-12.5. Additionally, he would like to point out that there have been times he was told by the City where to put his streets, he did not have a choice.

Richard Basset, resident of Bridle Gate, stated he feels the zoning should remain as it is, since this was the way it was originally planned.

Charles Dean Larsen, applicant, stated that approximately four years ago he requested to vacate Cornerstone. At that time it was vacated, the City requested some easements. The easement to the north was used to provide for a power line and to also provide a buffer that was required by Bridle Gate. He is troubled by Mr. Spilker being here because he has met with him for some time. Had they worked out what they discussed, he would not be here today opposing the request. The other aspect is that their contiguous neighbor, Quality Development, has already been approved for R-1-10.

Brett Burgess with Quality Development, stated they will be ready to develop soon. With 3000 South being a 90 foot right of way, there are ordinances that have intersection spacing. He believes they have the ability to provide for one access until they get to the Seegmiller property down to the south. He believes this project will help increase property values. He stated zoning for neighboring properties are R-1-10 and RE-12.5

Mr. Spilker stated he did speak with Mr. Larsen; however, there was never any discussion regarding re-zoning to R-1-10.

Rod Wetzel, resident of Bridle Gate, stated he moved to that area because he has horses. Horses and automobiles do not mix. He does not care about houses that are different sizes, he is more concerned about the density and the increased traffic. In addition, he believes that if more homes are built, they will not be able to ride their horses. Neighbors that do not have animals will complain about noise, odors and flies. If they are going to build, buffer it out further.

Doug Pierce, resident, stated 3000 East will be a major road and he believes horses should not cross that road; there are other roads that can be used for horses. He does not agree that it is an issue to have agriculture and residential mix.

Rebecca Busk, would like to see a buffer. Being a mom, she is concerned with the smaller lots because of the big trucks that go down that road. In addition, she feels this will affect her property value.

Mr. Wetzel stated they built bridle path to ride in that direction. They cannot ride where they want, as was suggested, they have to follow the bridle path.

Mr. Blackmore stated he wanted to clarify that the only difference between the zoning is the use of one large animal. With regard to the buffer, Bridle Gate is RE-12.5, they were grouped and clustered to the south. They have a buffer of over 1000 feet. There are no homes fronting the equestrian trail. It is buffered by the road, a canal and storm drain. There will not be any cars driving across the trail. With regard to the issue of density, the only difference is the RE-12.5 is 20' wider and the roads do not line up. They are not small lots, rather, they are nice homes and will be comparable with Bridle Gates. He feels they will increase the other's home values. They will not be touching anything green. With regard to safety, they will be straightening the road and connecting it to master planned roads which will help with visibility. He asked the Councilmembers to realize that they are not trying to hurt Bridle Gate. He believes they provide the buffer. They are trying to make a better community connected to the south.

Mayor McArthur closed public hearing.

Councilmember Almquist inquired how many home would be facing Seegmiller in each zone.

Mr. Blackmore stated there will be approximately a difference of two homes. With either zone, they will have to face Seegmiller Drive since the original design shows that.

Councilmember Hughes advised there have been issues in this area since development began. He has been pushing for bigger lots and does not think anyone will put a horse on a RE-12.5 lots. The buffer zone will not get rid of a majority of the complaints. He feels there will be future developments that may cause more problems. Although he would like to see some of that area remain agriculture, he would rather see another geographical feature other than a large power line. He believes there is a good place to cut if off.

Mr. Spilker commented the other developments were done with master plans.

Councilmember Bunker stated that while on the Planning Commission and City Council, she has seen a few of these situations. It is a hard thing to do because you cannot please everyone, you have to look at the whole area to determine what is best. The buffer zone plus the 18' of elevations makes a difference. She cannot see how an R-1-10 can make inferior homes. She does not feel the property values will decrease.

Councilmember Almquist stated Bridle Gate did not have an easy time working on the zoning. If this is to remain RE-12.5, the homeowner could have one large animal. In the R-1-10 zone, they can build a home within 20' of their back lot line, would not have a buffer between them. The Burgess property could be R-1-10 and right over the fence there could be a horse without any buffer.

Councilmember Hughes stated that he is passionate about this; this request makes sense to him. He is not trying to say everything should be 10,000', he would like all lots to be half acre lots.

MOTION: A motion was made by Councilmember Pike to approve the zone change from RE-12.5 on 10.6 acres and from A-1 on 11.9 acres to R-1-10 located southeast of the intersection of Seegmiller Drive and 3000 East and south of Bridle Gate Estates as explained with those conditions.

SECOND: The motion was seconded by Councilmember Bunker.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider approval of a zone change from RE-12.5 to R-1-10 on 5.01 acres located on the east side of 2160 East Street and north of 2450 South.
Councilmember Hughes excused himself for this item.

Craig Harvey stated the request is to re-zone 5.01 acres from RE-12.5 to R-1-10 located on the east side of 2169 East Street and north of 2450 South Street, the proposed density is 3.19 dwelling units per acre on the zone change portion, which is one more lot than it is now. He presented zoning maps which show the area. The property to the north and east are R-1-10. The proposal is within the limits of the current General Plan for this area. Planning Commission recommended denial because they felt the buffer of 12,500 would be better with the uses established in this area.

Mayor McArthur stated there is a lot of history with this parcel.

Councilmember Almquist inquired if there was any opposition from neighbors to east.

Mr. Harvey stated the neighbors were concerned the lots would be narrow, but they will remain the same.

Mayor McArthur opened public hearing.

Milton Larsen, resident, stated everyone to the east is either A-1 or 37.5 He is all for Mr. Hughes developing and feels, money wise, things should have the same turnout. He can use the bigger lots to compensate for not getting the additional lot. The neighbors want it developed because they are tired of looking at it. The zone does not need to change to develop the parcel.

Jody Curtis who lives in the neighborhood, stated she speaks for about four neighbors. They would like the lots to match up to be the same size. She does not see anyone having animals on these lots.

Gavin Heaton, lives in the Jedora subdivision. He thinks an animal should not be on 12.5 lots, he believes it is inhumane. He wanted to know if horses have been on the lots previously in that area. He does not feel animals should be brought into the discussion.

Ben Sorenson, neighbor, stated he in favor of the zone change. He was raised with animals. There is more at stake than just the size of the lots. He does not want to see a good neighbor like Mr. Hughes leave. He is raising his family there and understands there will be increased traffic. There are already stub outs in the area for R-1-10.

Natalie Larsen stated at one time there were 30 hogs on that street. She inquired about the 100 feet buffer in that area. She wondered why is there a 12.5 zone that allows an animal if he City Council does not agree with that.

Jared Parry stated he is in favor of the change. He would like to see the property developed. Would make sense for the lots to match to keep the neighborhood uniform.

Levi Hughes stated he is in favor of the zone change. It has been said that the applicant will not develop the area if not changed to R-1-10.

Mayor McArthur closed the public hearing.

Councilmember Pike inquired how deep the lots are.

Mr. Harvey stated they are 160' deep, the zone change would not change that.

Councilmember Bunker stated the only difference is one more lot and no large animals.

MOTION: A motion was made by Councilmember Almquist to approve the zone change from RE-12.5 to R-1-10 on 5.01 acres located on the east side of 2160 East Street and north of 2450 South.

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

The vote was unanimous and the motion carried.

Councilmember Hughes returned.

PUBLIC HEARING/FINAL PLAT AMENDMENT/ORDINANCE:
Public hearing to consider a final plat amendment for Lots 95 & 96 of Sunset St.

Plateau Phase 3 and Lot 29 of Sunset Plateau Phase 1B to adjust the lot lines and vacate the public utilities and drainage easement between said lots. Michael Hyatt, applicant.

Todd Jacobsen presented the final plat amendment for Lot 95 & 96 of Sunset Plateau Phase 3 and Lot 29 of sunset Plateau Phase 1B. The platted lot line goes through a pool that was installed on the property. The applicant is trying to adjust the lot lines between said lots to match existing fences and other structures as they have been built on the ground. Additionally, the public utilities and drainage easement located between lot 29 & 95 and also Lot 95 & 96 is vacated.

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 amend the final plat for Lot 95 & 96 of Sunset Plateau Phase 3 and Lot 29 of Sunset Plateau Phase 1B.

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

The vote was unanimous and the motion carried.

LICENSING AGREEMENT:

Consider approval of a licensing agreement with FlightView to maintain the Flight Information Display System.

City Manager Gary Esplin advised the existing system has not functioned as planned. Airport staff has done studies, has a one-time setup fee of \$4,815.00 and monthly fee of \$618.00. The monthly amount is less than what is currently in use.

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

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.

CLOSED SESSION:

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

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

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

MOTION: A motion was made by Councilmember Pike to reconvene and adjourn.
SECOND: The motion was seconded by Councilmember Hughes.
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.

Christina Fernandez, City Recorder

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

Public Notice

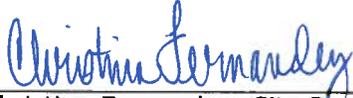
Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, November 21, 2013 commencing at 4:00 p.m.

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 engineering services contract with Rosenberg Associates for Royal Oaks Park Phase 2.
3. **PUBLIC HEARINGS**
 - A. Public hearing to consider approval of a zone change from R-1-10 to AP on 15.77 acres and to OS on 28.77 acres on property on the east side of Medical Center Drive at approximately 600 South. IHC Health Services, Inc, applicant.
 - B. Public hearing to consider approval of a zone change from OS to R-1-10 on 2.81 acres located at approximately 1150 West Blackberry Circle. Silverbow, LC. applicant.
 - C. Public hearing to consider approval of a zone change from RE-12.5 on 10.6 acres and from A-1 on 11.9 acres to R-1-10 located southeast of the intersection of Seegmiller Drive and 3000 East Street, and south of the Bridle Gate Estates. Borely Enterprise Trust, Charles Larsen, Trustee, applicant.
 - D. Public hearing to consider approval of a zone change from RE-12.5 to R-1-10 on 5.01 acres located on the east side of 2160 East Street and north of 2450 South. Denice Hughes, applicant.
 - E. Public hearing to consider a final plat amendment for Sage Meadows Phase 2 to vacate a portion of 3000 East Street. Judd Palmer, applicant.
 - F. Public hearing to consider a final plat amendment for Lots 95 & 96 of Sunset Plateau Phase 3 and Lot 29 of Sunset Plateau Phase 1B to adjust the lot lines and vacate the public utilities and drainage easement between said lots. Michael Hyatt, applicant.
4. **ORDINANCES**
 - A. Consider approval of an ordinance changing the zone from R-1-10 to AP on 15.77 acres and to OS on 28.77 acres on property on the east side of Medical Center Drive at approximately 600 South.
 - B. Consider approval of an ordinance changing the zone from OS to R-1-10 on 2.81 acres located at approximately 1150 West Blackberry Circle.
 - C. Consider approval of an ordinance changing the zone from RE-12.5 on 10.6 acres and from A-1 on 11.9 acres to R-1-10 located southeast of the intersection of Seegmiller Drive and 3000 East Street, and south of the Bridle Gate Estates.
 - D. Consider approval of an ordinance changing the zone from RE-12.5 to R-1-10 on 5.01 acres located on the east side of 2160 East Street and north of 2450 South.

- E. Consider approval of an ordinance amending the final plat for Sage Meadows Phase 2 to vacate a portion of 3000 East Street.
 - F. Consider approval of an ordinance amending the final plat for Lots 95 & 96 of Sunset Plateau Phase 3 and Lot 29 of Sunset Plateau Phase 1B to adjust the lot lines and vacate the public utilities and drainage easement between said lots.
5. RESOLUTIONS
- A. Consider approval of a resolution to approve a Golf Cart Lease Agreement with De Lage Landen Public Finance, LLC.
6. STAFF REPORTS
- A. Consider approval of a request for two road closures for the 2nd Annual Christmas Stroll Downtown event to be held on Saturday December 7, 2013. Tom McArthur, applicant.
 - B. Presentation of the FY 2013 Audit Report.
 - C. Consider approval of the 5 year update to the Water Conservation Plan.
 - D. Consider approval of a Memorandum of Understanding between the City and Verdi Energy Group Inc. with regard to the possible expansion at the SunSmart facility.
 - E. Report from the Planning Commission meeting held November 12, 2013.
 - F. Consider approval of a conditional use permit to replace an existing 46' tall monopole tower with a new 42' tower. Sprint, applicant.
 - G. Consider approval of a conditional use permit to establish a towing and impound yard in the St. George Industrial Park at 405 North Park Street. Sam Andrus, applicant.
 - H. Consider approval of a sign variance for an existing sign at 180 North 300 East. David Newell, applicant.
 - I. Consider approval of a licensing agreement with FlightView to maintain the Flight Information Display System.
 - J. Appointments to boards and commissions of the City.
 - K. Request a closed session.
7. MINUTES - None scheduled
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.

**ADDENDUM TO THE CITY COUNCIL MEETING AGENDA
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

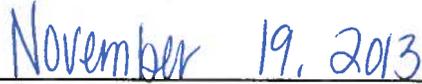
Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting at the St. George City Office, City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, November 21, 2013 commencing at 4:00 p.m.

The addendum to the agenda is as follows:

5.
 - B. Consideration for adoption of a resolution of the City Council of the City of St. George, Utah authorizing the issuance and sale of not more than \$13,000,000 aggregate principal amount of Electric Revenue Refunding Bonds, Series 2013; and related matters.



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 2013-11-14 13:42:46

Applicant Henry Sudweeks

Quick Title Royal Oaks Park

Subject Approve contract for engineering services for Rosenberg associates for Royal Oaks Park phase 2.

Discussion We are in the design phase of the Royal Oaks Park Phase 2. The concept plan is nearly complete and we are about to begin the engineering phase. Rosenberg will complete the utility and grading plan and the design for one, possibly two restroom facilities. This facility will be constructed using Park Impact fees.

Cost \$34,300 not to exceed

City Manager Recommendation Capital project in our current budget. Recommend approval.

Action Taken

Requested by Kent Perkins

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments



EXHIBIT A WORK PLAN

PROJECT 8193-13 **CLIENT** City of St. George
Design Engineering/Architecture
Royal Oaks Park, Phase 2 **EFFECTIVE DATE** November 12, 2013

WORK PLAN

Work Description	Cost	Total
<u>120 Base Map</u> Perform a field mapping survey to determine project topography and existing site features at the proposed Phase 2 expansion area to include adjacent roadway, bridge, adjacent park features, overhead power, known utility locations, major native trees, and the top of the Halfway Wash streambank. Prepare a project base map.		<u>\$2,800</u>
<u>250 Detailed Geotechnical Study</u> Perform a detailed geotechnical investigation and conduct laboratory testing to determine design parameters for earthwork, roadway, and structure, based on the preliminary design. Summarize findings in a detailed geotechnical report.		<u>\$2,200</u>
<u>260 Civil Project Construction Plans</u> Prepare civil design construction documents consisting of cover sheet, final design criteria, drawings, and construction notes for the elements listed below. Furnish plan sets to the city engineering staff and the JUC for review. <ul style="list-style-type: none"> 10 <i>Site Layout</i> Prepare the site layout utilizing the base map and known site constraints. 20 <i>Drainage Evaluation</i> Perform a hydrologic delineation and determine the peak storm water flow runoff value at the restroom. Design cut ditch, swale, or pipeline to divert water away from the restroom area and include in the grading plan. Summarize findings and proposed drainage design in a drainage summary letter. 30 <i>Grading Plan</i> Prepare a grading plan to show existing and proposed contours, and cross-sections. Establish required grading for the restroom building pads and ADA access to the parking lot. 40 <i>Utility</i> Prepare a project utility construction plan to include water, wastewater, and electrical. 	2,600 1,400 3,400 2,400	<u>\$9,800</u>
<u>262 Architectural Construction Documents</u> The Architect (Studio 8 Architects) will provide a builders set of construction documents utilizing drawings previously prepared for the Forest Park restroom, and will coordinate design for the construction of a pre-manufactured 24-foot diameter pavilion and 14-foot diameter pavilion. Work will include the following elements: <ul style="list-style-type: none"> 10 <i>Construction Drawings</i> Prepare construction drawings to include 1) Cover Sheet, 2) ADA Sheet, 3) Specifications as notes on the drawing sheets, 4) Floor Plan, 5) Building Sections, 6) Exterior Elevations, and 7) Details. Examine a design option to bury the back wall, but will only prepare construction plans for the final option selected. 20 <i>Structural</i> Evaluate restroom structural plans previously prepared for the Forest Park location, and update for Royal Oaks. Perform design and prepare construction drawings for the proposed 24-foot pavilion and 16-foot pavilion structures. 	1,600 1,000	<u>\$4,400</u>

Work Description	Cost	Total
<p>30 Electrical, Mechanical and Plumbing All electrical, mechanical, and plumbing drawings to be included in the architectural plan set, to include simple lighting and sound.</p> <p>40 Specifications To be included as notes on the drawing sheets.</p> <p>50 Plan Review Meetings The Architect will attend up to two plan review meetings with city staff. Additional meeting attendance can be provided as an extra service, if requested.</p>	<p>1,100</p> <p>N/A</p> <p>700</p>	
<p><u>263 Civil Contract Specifications</u> Prepare material and construction specifications for the civil project construction plans. Architectural specifications to be included on the architectural plan drawings. Forward to the City for inclusion in the City-prepared project bid and construction contract documents.</p>		<u>\$2,800</u>
<p><u>264 Opinion of Construction Cost</u> Prepare an engineer's opinion of construction costs based on the project construction plans, specifications, and other prepared documents.</p>		<u>\$800</u>
<p><u>410 Project Bid and Contractor Selection</u></p> <p>10 Pre-Bid Conference Assist the City in preparing for and participate in a pre-bid conference.</p> <p>20 Addenda Issue addenda as appropriate to clarify, correct, or change the bidding documents.</p> <p>30 Bid Opening Attend the Bid opening, prepare Bid tabulation sheets, and assist the City in evaluating Bids. Provide information or assistance needed by Client in the course of any negotiations with prospective contractors.</p>	<p>600</p> <p>600</p> <p>300</p>	<u>\$1,500</u>
<p><u>420 Construction Engineering Support</u> Provide engineering support during construction to attend coordination meetings, provide additional evaluations, evaluate field changes, review shop drawings, and provide other field support. Work will be invoiced on a time and materials basis, when specifically requested by the Client. Work not to exceed the total cost shown without prior approval of the City.</p>		<u>\$4,200</u>
Subtotal		\$28,500

Alternate Additional Restroom

The following additional work will be provided if the City determines to add a second restroom to the south end of the Royal Oaks park. Costs assume the decision to add the second restroom will be made so a work can be performed simultaneously.

Work Description	Cost	Total
<p><u>120 Base Map</u> Perform additional field mapping survey to include the second restroom location and anticipated utility tie-in locations.</p>		<u>\$400</u>
<p><u>250 Detailed Geotechnical Study</u> Perform one additional test pit at the second restroom location.</p>		<u>\$400</u>
<p><u>260 Civil Project Construction Plans</u> Add the second restroom to the civil design construction documents to include the following:</p> <p>10 Site Layout</p> <p>20 Drainage Evaluation</p> <p>30 Grading Plan</p> <p>40 Utility</p>	<p>800</p> <p>400</p> <p>1,200</p> <p>800</p>	<u>\$3,200</u>

Work Description	Cost	Total
<u>262 Architectural Construction Documents</u> Add the second restroom to the architectural construction documents to include the following: 10 Construction Drawings 20 Structural 30 Electrical, Mechanical and Plumbing	 600 300 300	<u>\$1,200</u>
<u>420 Construction Engineering Support</u> Provide engineering support during construction to attend coordination meetings, provide additional evaluations, evaluate field changes, review shop drawings, and provide other field support. Work will be invoiced on a time and materials basis, when specifically requested by the Client. Work not to exceed the total cost shown without prior approval of the City.		<u>\$600</u>
Subtotal		\$5,800

All above architectural services under Task 262 to be provided by Studio 8 Architects and its subconsultants. All other services to be provided by Rosenberg Associates.

Extra Services

Services not specifically described in the Work Plan may be provided on an 'as-needed' basis at the rates described below. Services may include attending additional meetings, preparing an opinion of construction costs, the preparation of contract documents or additional written technical specifications, or additional construction engineering support.

Staff	Rate
Engineer III	\$115
Architect	\$75
Staff Engineer	\$70
Designer III	\$85
Drafter	\$50
Land Surveyor III	\$115
1-Man Crew	\$65

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 Rosenberg Associates, with offices at 352 E. Riverside Drive, Suite A2, St. George, Utah 84790 (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 Royal Oaks Park Phase II (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated October 23, 2013 which outlines the scope of work for the PROJECT; and

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

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

1. EMPLOYMENT OF CONSULTANT

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

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

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

2. **PROJECT SERVICES DESCRIPTION**

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

3. **TERM OF AGREEMENT**

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

professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY, for a target date of completion set at February 17, 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,

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: Henry Sudweeks

CONSULTANT: Rosenberg Associates
352 E. Riverside Drive, Suite A2
St. George, Utah 84790
Attention: Ray Alton

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: Rosenberg Associates

Daniel D. McArthur, Mayor

By: Raymond M. Allton, Principal Engineer

ATTEST:

Gay A Cragun, City Recorder

APPROVED AS TO FORM



Paula Houston, Deputy City Attorney

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

Date Submitted 2013-11-12 15:47:25

Applicant IHC Health Services, Inc

Quick Title Public Hearing & Ord for zone change R-1-10 to AP & OS

Subject Consider a request for a zone change from R-1-10, Single Family Residential, to AP (Administrative & Professional Office) on 15.77 acres, and to OS (Open Space) on 28.77 acres on property located on the east side of Medical Center Drive at approximately 600 South.

Discussion IHC proposes to rezone the property on the east side of Medical Center Drive from R-1-10 to AP & Open Space. The OS property is the property above 25% slope, and the AP is the property with less than 25% slope. The property is intended for future medical facilities. The PC unanimously recommends approval of the zone change.

Cost \$0.00

City Manager Recommendation Fits General Plan and the existing uses in the area. Planning Commission recommends approval.

Action Taken

Requested by Bob N

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

November 18, 2013

St. George City Council, c/o Ray Snyder, Associate Planner

175 East 200 North

St. George, Utah 84770

Subject: Case # 2013-ZC-012, Request for Zoning Change

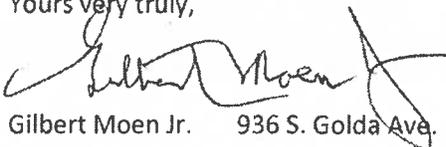
RECEIVED
NOV 20 2013
BY: RS

I wish to voice my concerns relative to a Zoning Change being considered by the St. George City Council which would allow some acres of currently zoned residential land to become Administrative Professional. Please consider the following three issues as you consider this request.

1. The top of Foremaster Ridge is residential. It should remain residential. Adding any Commercial or Professional businesses or offices which may abut or be adjacent to the homes already established or to be established will seriously detract from the residential atmosphere. In doing so it will also impact on the value of all the homes present and future located on Foremaster Ridge.
2. I live on Golda Ave. and use the Five Sisters / Foremaster Drive intersection to come off of the hill. This is the only way off the hill for those living in the Foremaster South section. The traffic on Foremaster Drive is already heavy during the day and it is almost impossible to negotiate a turn onto Foremaster from Five Sisters during the "rush hours". This condition will become dangerous once the new bridge is built over the Virgin River at Mall Drive. Currently, the Washington Fields traffic must use the River Road bridge to access St. George. Once the Mall Drive bridge opens I believe a large portion of the traffic from the Washington Fields area will use the Mall Drive bridge and Foremaster Drive to access the greater St. George area. By adding many acres of Professional property with its parking lots and business customers into this environment shows a potential for dangerous traffic problems in the future. If allowed it will be only be a matter of time before the lack of planning becomes evident and someone is injured. A traffic light at the intersection of Foremaster and Five sisters would be difficult because of the slope of the hill. This can all be avoided by keeping the Professional buildings away from Foremaster Drive. They should be located at the bottom of the hill where multiple road access and parking would be available.
3. The future of the top of Foremaster Drive must also be considered. There is room for more homes to be constructed which I believe will happen in the near future. These future homes will require driving space and time on the current road system which includes Foremaster Drive. Adding additional roads of access to the top of Foremaster Ridge would be almost impossible simply because of the nature of the ridge. Every consideration should be given to managing this future load and not making it worse by adding Professional property and traffic halfway into the time frame of the development of the Ridge.

I therefore request that the St. George City Council deny the request for this Zoning change and keep all of Foremaster Ridge residential.

Yours very truly,



Gilbert Moen Jr. 936 S. Golda Ave. St. George Utah 84790

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE ON 15.77 ACRES FROM R-1-10 TO AP AND ON 28.27 ACRES FROM R-1-10 TO OS

WHEREAS, the property owner has requested a zone change on 15.77 acres from R-1-10 (Single Family Residential) to AP (Administrative Professional) and on 28.27 acres from R-1-10 (Single Family Residential) to OS (Open Space); and

WHEREAS, the City Council held a public hearing on this request on November 21, 2013; and

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

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from R-1-10 to AP on 15.77 acres and from R-1-10 to OS on 28.27 acres generally located on Medical Center Drive at approximately 600 South, and more specifically described on the attached property legal description(s), Exhibit "A" and "B."

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 21st day of November, 2013.

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

EXHIBIT "A"

**IHC/FOREMASTER PARCEL #1
ADMINISTRATIVE PROFESSIONAL ZONE
(October 23, 2013)**

Beginning at the Southwest Corner of Section 28, Township 42 South, Range 15 West, Salt Lake Base and Meridian; Thence North $00^{\circ}23'37''$ East, a distance of 66.01 feet; Thence South $89^{\circ}35'23''$ East, a distance of 137.50 feet; Thence North $01^{\circ}35'56''$ East, a distance of 1,057.64 feet to a point on the Easterly right of way line of Medical Center Drive, said point being a point on a non tangent curve to the left, of which the radius point lies South $61^{\circ}38'35''$ West, a radial distance of 450.00 feet, thence northwesterly along the arc of said curve, and said right of way line, through a central angle of $13^{\circ}41'52''$, a distance of 107.58 feet; Thence North $43^{\circ}10'27''$ East, a distance of 84.05 feet; Thence South $86^{\circ}29'53''$ East, a distance of 201.38 feet; Thence South $00^{\circ}16'58''$ East, a distance of 223.45 feet; Thence South $17^{\circ}00'44''$ East, a distance of 318.26 feet; Thence South $27^{\circ}26'21''$ East, a distance of 241.03 feet; Thence South $32^{\circ}04'40''$ East, a distance of 391.87 feet; Thence South $02^{\circ}04'00''$ West, a distance of 154.00 feet; Thence South $31^{\circ}04'00''$ West, a distance of 335.20 feet; Thence South $72^{\circ}38'50''$ West, a distance of 378.94 feet; Thence North $34^{\circ}48'14''$ West, a distance of 332.56 feet to a point on the Easterly right of way line of said Medical Center Drive, said point being a point on a non tangent curve to the right, of which the radius point lies North $40^{\circ}51'37''$ West, a radial distance of 450.00 feet, thence southwesterly along the arc of said curve, and said right of way line through a central angle of $07^{\circ}46'03''$, a distance of 61.01 feet, to a point on the West line of said Section 28; Thence North $00^{\circ}32'03''$ East, along said line, a distance of 132.43 feet to the Point of Beginning.

Containing: 15.77 acres, more or less.

EXHIBIT "B"

IHC/FOREMASTER PARCEL #2 OPEN SPACE ZONE (October 1, 2013)

Commencing at the West ¼ Corner of Section 28, Township 42 South, Range 15 West, Salt Lake Base and Meridian; Thence South 00°24'37" West, along the Section line, a distance of 127.69 feet, to the Point of Beginning; Thence South 88°22'01" East, a distance of 254.79 feet; Thence South 18°05'28" East, a distance of 22.21 feet; Thence South 03°36'00" East, a distance of 205.01 feet; Thence South 14°10'25" East, a distance of 91.44 feet; Thence South 04°12'53" East, a distance of 139.25 feet; Thence South 08°26'06" West, a distance of 47.31 feet; Thence South 53°08'59" West, a distance of 53.88 feet; Thence South 26°33'01" West, a distance of 15.92 feet; Thence South 10°19'57" West, a distance of 15.23 feet; Thence South 24°47'28" West, a distance of 46.94 feet; Thence South 17°55'02" East, a distance of 60.43 feet; Thence South 36°55'58" East, a distance of 75.53 feet; Thence South 63°33'22" East, a distance of 186.08 feet; Thence continuing southeasterly along said line, a distance of 37.75 feet; Thence South 58°18'12" East, a distance of 165.44 feet; Thence South 21°10'12" East, a distance of 166.92 feet; Thence South 11°09'05" East, a distance of 156.59 feet; Thence South 13°21'52" East, a distance of 162.97 feet; Thence South 05°54'36" West, a distance of 74.09 feet; Thence South 01°13'15" West, a distance of 76.02 feet; Thence South 12°49'29" East, a distance of 40.93 feet; Thence South 46°20'05" East, a distance of 70.17 feet; Thence South 48°59'35" East, a distance of 88.06 feet; Thence South 36°00'51" East, a distance of 129.10 feet; Thence South 14°00'48" East, a distance of 29.15 feet; Thence South 26°19'39" East, a distance of 56.44 feet; Thence South 06°56'47" West, a distance of 17.75 feet; Thence South 02°38'50" West, a distance of 48.31 feet; Thence South 18°21'22" East, a distance of 146.42 feet; Thence South 01°26'17" West, a distance of 526.14 feet; Thence South 34°35'18" West, a distance of 12.95 feet; Thence South 21°25'18" West, a distance of 43.70 feet; Thence South 20°00'25" West, a distance of 53.36 feet; Thence South 11°36'35" West, a distance of 62.05 feet; Thence South 31°09'32" West, a distance of 121.38 feet; Thence South 59°06'34" West, a distance of 26.67 feet; Thence South 41°41'08" West, a distance of 141.33 feet; Thence South 34°33'48" West, a distance of 86.44 feet; Thence South 60°24'33" West, a distance of 81.76 feet; Thence North 85°25'28" West, a distance of 106.81 feet; Thence South 43°41'10" West, a distance of 107.00 feet; Thence North 34°48'14" West, a distance of 455.94 feet; Thence North 72°38'50" East, a distance of 378.94 feet; Thence North 31°04'00" East, a distance of 335.20 feet; Thence North 02°04'00" East, a distance of 154.00 feet; Thence North 32°04'40" West, a distance of 391.87 feet; Thence North 27°26'21" West, a distance of 241.03 feet; Thence North 17°00'44" West, a distance of 318.26 feet; Thence North 00°16'58" West, a distance of 223.45 feet; Thence North 86°29'53" West, a distance of 201.38 feet; Thence South 43°10'27" West, a distance of 84.05 feet; Thence North 49°46'17" East, a distance of 0.01 feet to the beginning of a non tangent curve to the left, of which the radius point lies South 47°56'48" West, a radial distance of 450.00 feet, thence northwesterly along the arc of said curve, through a central angle of 25°22'24", a distance of 199.28 feet; Thence South 88°23'17" East, a distance of 65.30 feet; Thence North 00°24'37" East, a distance of 1,094.10 feet to the Point of Beginning.

Containing: 28.27 acres, more or less.

Zone Change

PLANNING COMMISSION AGENDA REPORT: 10/22/2013
CITY COUNCIL SET DATE: 11/07/2013
CITY COUNCIL MEETING: 11/21/2013

ZONE CHANGE

IHC – Medical Center Drive
Case No. 2013-ZC-012

Request: To rezone a parcel from R-1-10 (Single Family Residential 10,000 square foot minimum lot size) to AP (Administrative Professional) on 15.77 acres and OS (Open Space) on 28.27 acres.

Project: It's proposed to develop professional medical offices at this location.

Property Owner: IHC Health Services Inc

Applicant: IHC Health Services Inc.

Representative: Mr. Scott Woolsey, Alpha Engineering

Location: Medical Center Drive at approximately 600 South.

Acreage: 44.04 acres (AP on 15.77 acres and OS on 28.27 acres)

Current Zone: R-1-10 (Single Family Residential)

Proposed Zone: AP & OS

General Plan: COM (Commercial) and OS (Open Space)

Adjacent zones: The surrounding (undeveloped) properties to the north, south, and east are zoned R-1-10. The properties to the west are zoned PD-C (Target, Lowes, IHC Hospital, etc.)

Reference: Case No. 2012-HS-002 – HSRB (Hillside Review Board) (May 16, 2012)

Narrative: See narrative that describes the applicant's intentions for this area.

P.C.: The Planning Commission recommends approval



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

alphaengineering.com

October 15, 2013

Mr. Ray Snyder
St. George City, Community Development
175 East 200 North
St. George, UT 84770

Re: Foremaster/IHC Medical Center Drive Area Zone Change

Dear Ray,

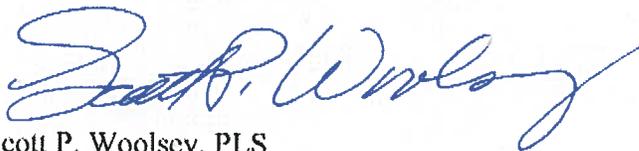
The property that is the subject of this zoning change request is currently owned by Foremaster Holdings LC. The owner is under contract to sell the property to IHC Health Services, Inc., subject to certain conditions precedent, including the completion of the zoning changes which are inclusive of this zoning change request. The answers to the questions below include answers that reflect the direction IHC Health Services, Inc. will take with the property if closing of the contemplated transaction is completed. The following items describe the purpose of the zone change and future use of the property:

1. **Intended use of land** – The property will be held for strategic purposes by IHC Health Services, Inc. for eventual expansion of the River Road Dixie Regional Medical Center campus.
2. **Rough estimated timing of any known future development** - There are no immediate or foreseeable plans or uses presently contemplated for the property. Development of this property is not foreseen, at the present time, for at least 10 to 20 years. It is an “empty chair” to allow for orderly expansion of the Dixie Regional Medical Center campus, in association with the long term eventual plans for the 400 East Dixie Medical campus.
3. **Describe the ZC request (R-1-10 to AP & OS)** - The Zoning Change request is to secure land uses (permitted and conditional) that are supportive of the City Master Plan for this property. While the Master Plan calls for the “developable” area of the property to be zoned “Commercial”, the request for a zone change for the developable portion of the property to “Administrative/Professional Office” provides for development of this usable area with medical and medical related services to support the adjacent medical services provided at the River Road Dixie Regional Medical Center campus. The request for zone change of the “undevelopable” portion of the property to “Open Space”, due to excessive slopes, is consistent with the Master Plan. Lastly, the acquisition price negotiated between the owner and IHC Health Services, Inc. is commensurate with the requested re-zoning of the property.
4. **Topography information - (contour map provided)** The contour interval 2.00 foot.
5. **Location description** - East side of Medical Center Drive.
6. **Size of property** – The property being zoned for Open Space is 28.27 acres and the property being zoned for Administrative Professional is 15.77 acres.

7. **Future density** - Since there are no immediate development plans for the property, an estimate of future density cannot presently be given.
8. **Owner** - Foremaster Holdings LC; however, the property is currently under contract to sell the property to IHC Health Services, Inc., subject to completion of the zoning change and minor subdivision of the property, together with other appropriate due diligence.
9. **Access** – initially access to the property will be provided by Medical Center Drive. When the usable portion of the property is developed additional roadways may be developed to service the property or parcels within the property.
10. **The intent to donate to the City the Open Space** – If IHC Health Services, Inc. acquires the property, the open space portion of the property will not be donated to the City. However, IHC Health Services, Inc. does not intend to seek approval for development of the open space portion of the property, unless at some future date, the City allows development of Open Space zoned areas. Also, as part of the eventual development of the usable portion of the property, if the City allows it, IHC Health Services, Inc. may request that portions of the Open Space zoned area be credited towards the open space requirement within the usable/developable portion of the property, subject to such approval by the City.
11. **Future parcelization** – Until plans are formulated and eventually solidified for development of the property it is difficult to know if future parcelization/subdivision of the property will be needed and requested. However, if a further subdivision is needed, it will be presented to the City subject to the City's requirements.
12. **Types of businesses that may be on site** – at the present time IHC Health Services, Inc. does not know the specific types of uses that will eventually be developed on the property. However, when development does occur on this property it will be medical or medical related, which uses are permitted or conditional under the Administrative and Professional Office zoning classification.
13. **Rock Fall Hazard reports – to be provided with future developments** – When IHC Health Services, Inc. is ready to develop the property it will meet the requirement to provide a “Rock Fall Hazard Report” as required by the City at the time a development proposal is presented to the City.

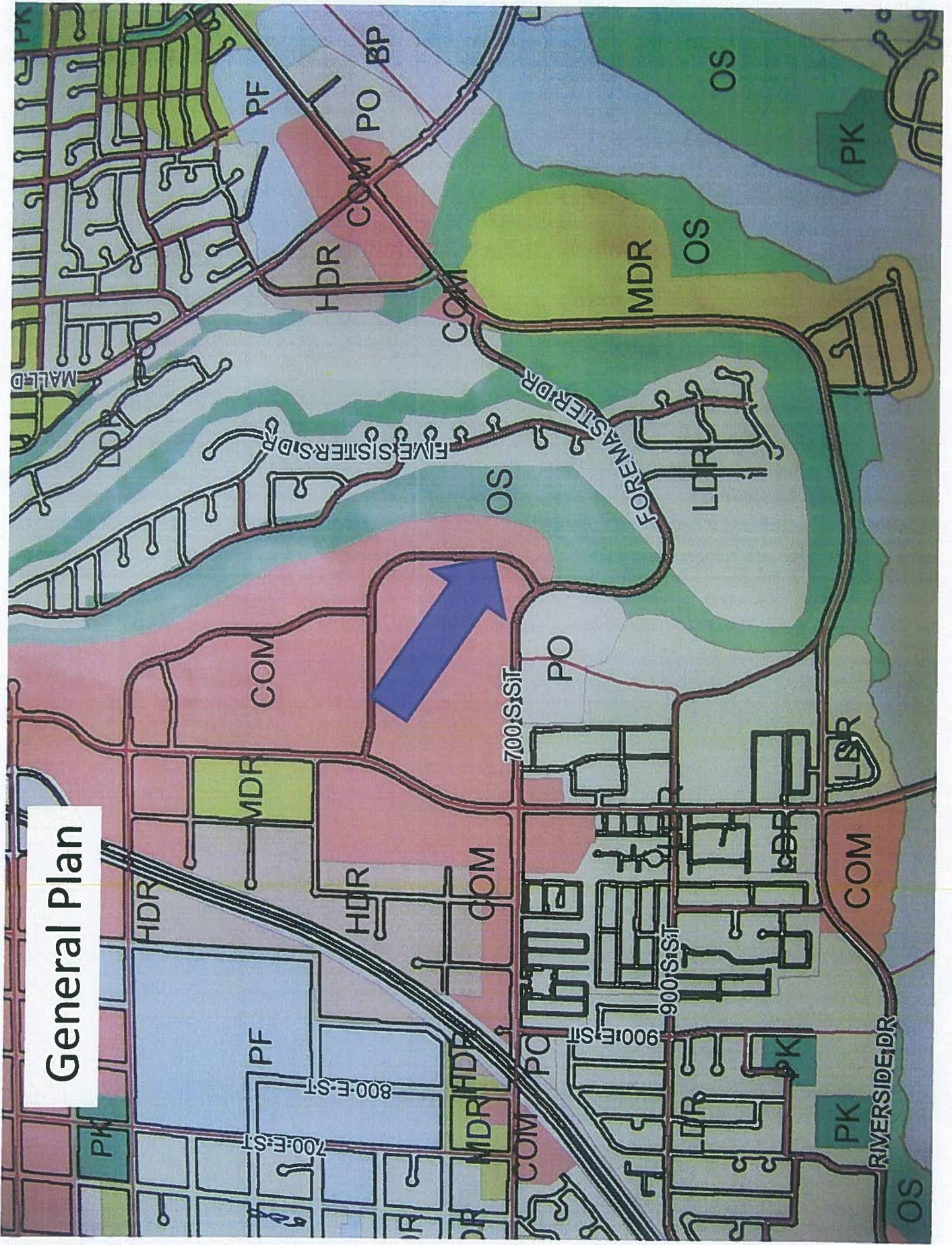
Please let me know if you have any questions or if you need any additional information.

Sincerely,



Scott P. Woolsey, PLS
Alpha Engineering Company

General Plan





Zoning Map

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

Date Submitted 2013-11-12 15:59:25**Applicant** Silverbow, LC, Rick Rosenberg, agent**Quick Title** Public Hearing & Ord for zone change OS to R-1-10**Subject** Consider a request for a zone change from OS (Open Space) to R-1-10 (Single Family Residential, 10,000 Sq ft minimum lot size) on 2.81 acres located at approximately 1150 West Blackberry Circle.**Discussion** The subject property is adjacent to the Virgin River floodplain but is not within the 100-year floodplain. The subject property is intended to be an extension of the Blackberry Court subdivision located in Bloomington. Large boulders (rip-rap) have been installed as erosion protection device along the boundary of the property with the floodplain. The PC recommends approval.**Cost** \$0.00**City Manager Recommendation** Consistent with the development in this area. Planning Commission recommends approval.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM RE-12.5 AND A-1 TO R-1-10 ON 22.54 ACRES

WHEREAS, the property owner has requested a zone change on 10.6 acres from RE-12.5 (Residential Estates) to R-1-10 (Single-Family Residential); and

WHEREAS, the property owner has requested a zone change on 11.9 acres from A-1 (Agricultural) to R-1-10 (Single-Family Residential); and

WHEREAS, the City Council held a public hearing on this request on November 21, 2013; and

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from RE-12.5 on 10.6 acres and A-1 to R-1-10 on 11.9 acres located southeast of the intersection of Seegmiller Drive and 3000 East and directly south of the Bridle Gate Estates subdivision, and more specifically described on the attached property legal description, Exhibit "A".

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 21st day of November, 2013.

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

CORNERSTONE ZONE CHANGE LEGAL DESCRIPTION

R-1-10 ZONE:

BEGINNING AT A POINT S88°41'34"E, 45.00 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 3000 EAST STREET, RUNNING THENCE N00°53'12"E, 678.89 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE BOUNDARY OF A PARCEL DESCRIBED IN DOCUMENT NO. 20100005798 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, SAID POINT BEING THE POINT OF CURVE OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S89°06'48"E; RUNNING THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES: SOUTHEASTERLY 47.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°56'11"; THENCE S89°02'59"E, 680.45 FEET; THENCE N00°59'17"E, 79.45 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF BRIDLE GATE PHASE 2 SUBDIVISION, DOCUMENT NO. 20130000947, AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; RUNNING THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: N88°41'16"E, 53.41 FEET TO THE POINT OF CURVE OF A 328.60 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N01°18'44"W; THENCE NORTHEASTERLY 317.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°18'12"; THENCE N33°23'04"E, 394.33 FEET; THENCE LEAVING THE SOUTHERLY BOUNDARY OF BRIDLE GATE PHASE 2 SUBDIVISION AND RUNNING N33°23'04"E, 74.24 FEET TO A POINT ON THE ONE SIXTEENTH LINE, SAID POINT BEING ON THE WEST LINE OF A PARCEL DESCRIBED IN DOCUMENT NO. 20120021120 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE S00°57'11"W, 1286.03 FEET ALONG THE ONE SIXTEENTH LINE TO THE ONE SIXTEENTH CORNER; THENCE N88°41'34"W, 1278.76 FEET ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 22.543 ACRES.

Zone Change

PLANNING COMMISSION AGENDA REPORT: **10/22/2013**

CITY COUNCIL SET DATE: **11/07/2013**

CITY COUNCIL AGENDA REPORT: **11/21/2013**

ZONE CHANGE

Blackberry Court – Phase 3

Case No. 2013-ZC-011

Request: To rezone a 2.81 acre parcel from OS (Open Space) to R-1-10 (Single-Family Residential – 10,000 s.f. minimum lot size). The property is generally located at 1150 West Blackberry Circle.

Applicant: Silverbow L.C.
3589 South 1470 West
St. George, Utah 84790

Representative: Mr. Rick Rosenberg – Rosenberg Associates

Area: 2.81 acres

Current Zone(s): OS (Open Space)

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

Proposed Density: 1.06 du/acre (3 lots)

Adjacent zones: North: R-1-10 (Single-Family Residential)
East: R-1-10 (Single-Family Residential)
South: OS (Open Space)
West: OS (Open Space) & R-1-10 (Single-Family Residential)

Project: This project will be Phase 3 of Blackberry Court.

Comments: This parcel is no longer within the 100 year floodplain.

This is the final phase of the Blackberry Court subdivision.

Staff finds that this change is in harmony with the current General Plan of this area and the applicant has taken measures to mitigate for possible flooding and erosion hazards (rock rip-rap) including the completion of a LOMA (Letter of Map Amendment) in 2008 and LOMR-F (Letter of Map Revision) in 2013.

Planning Commission Recommended Approval (7-0).



Vicinity of Proposed Re-Zone Area



Aerial View

DRAFT

Agenda Item Number : **3C**

Request For Council Action

Date Submitted 2013-11-14 15:45:01

Applicant Borley Entreprise Trust, Charles Larsen, Trustee, et al

Quick Title Public Hrng & Ord for zone change RE-12.5 & A-1 to R-1-10

Subject Consider a request for a zone change from RE-12.5 (Residential Estates) on 10.6 acres, and from A-1 (Agricultural) on 11.9 to R-1-10 (Single Family Residential 10,000 sq ft minimum lot size) on a total of 22.5 acres located southeast of the intersection of Seegmiller Drive and 3000 East Street, and south of the Bridle Gate Estates subdivision.

Discussion The applicant is seeking R-1-10 zoning on the entire 22.5 acres believing that such zoning will provide for a better subdivision layout and a better neighborhood. The PC recommends denial of the zone change feeling that the RE-12.5 zoning provides the best zone for the subject property given its location to other RE and A-1 zones.

Cost \$0.00

City Manager Recommendation Planning Commission felt the zone should be the same as Bridle Gate to the north to provide a buffer so they recommend denial.

Action Taken

Requested by Bob N

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM RE-12.5 AND A-1 TO R-1-10 ON 22.54 ACRES

WHEREAS, the property owner has requested a zone change on 10.6 acres from RE-12.5 (Residential Estates) to R-1-10 (Single-Family Residential); and

WHEREAS, the property owner has requested a zone change on 11.9 acres from A-1 (Agricultural) to R-1-10 (Single-Family Residential); and

WHEREAS, the City Council held a public hearing on this request on November 21, 2013; and

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from RE-12.5 on 10.6 acres and A-1 to R-1-10 on 11.9 acres located southeast of the intersection of Seegmiller Drive and 3000 East and directly south of the Bridle Gate Estates subdivision, and more specifically described on the attached property legal description, Exhibit "A".

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 21st day of November, 2013.

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

CORNERSTONE ZONE CHANGE LEGAL DESCRIPTION

R-1-10 ZONE:

BEGINNING AT A POINT S88°41'34"E, 45.00 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 3000 EAST STREET, RUNNING THENCE N00°53'12"E, 678.89 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE BOUNDARY OF A PARCEL DESCRIBED IN DOCUMENT NO. 20100005798 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, SAID POINT BEING THE POINT OF CURVE OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S89°06'48"E; RUNNING THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES: SOUTHEASTERLY 47.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°56'11"; THENCE S89°02'59"E, 680.45 FEET; THENCE N00°59'17"E, 79.45 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF BRIDLE GATE PHASE 2 SUBDIVISION, DOCUMENT NO. 20130000947, AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; RUNNING THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: N88°41'16"E, 53.41 FEET TO THE POINT OF CURVE OF A 328.60 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N01°18'44"W; THENCE NORTHEASTERLY 317.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°18'12"; THENCE N33°23'04"E, 394.33 FEET; THENCE LEAVING THE SOUTHERLY BOUNDARY OF BRIDLE GATE PHASE 2 SUBDIVISION AND RUNNING N33°23'04"E, 74.24 FEET TO A POINT ON THE ONE SIXTEENTH LINE, SAID POINT BEING ON THE WEST LINE OF A PARCEL DESCRIBED IN DOCUMENT NO. 20120021120 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE S00°57'11"W, 1286.03 FEET ALONG THE ONE SIXTEENTH LINE TO THE ONE SIXTEENTH CORNER; THENCE N88°41'34"W, 1278.76 FEET ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 22.543 ACRES.

Zone Change

PLANNING COMMISSION AGENDA REPORT: **09/17/2013**
CITY COUNCIL SET DATE: **11/07/2013**
CITY COUNCIL AGENDA REPORT: **11/21/2013**

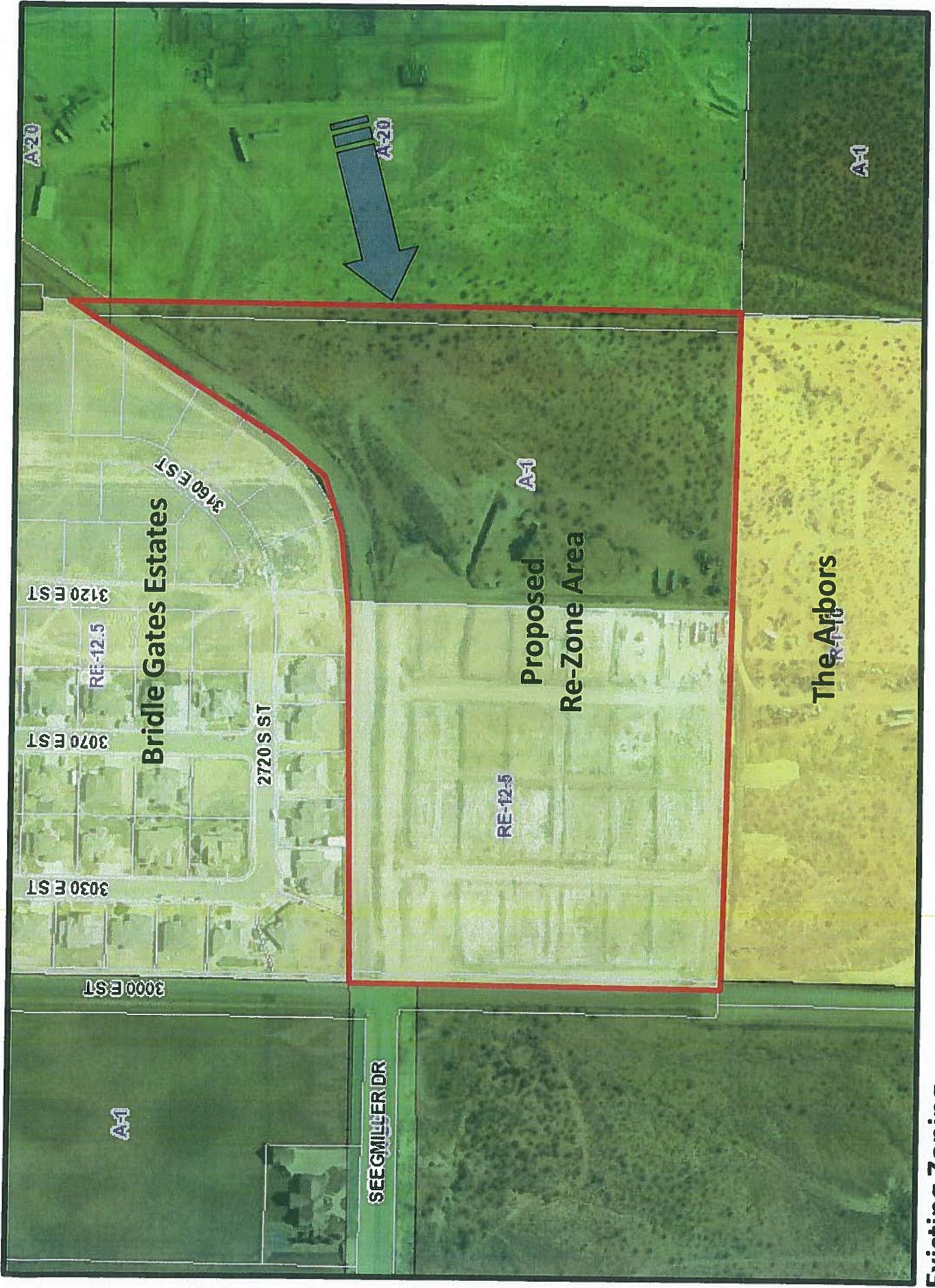
ZONE CHANGE

Cornerstone
Case No. 2013-ZC-009

- Request:** To rezone an RE-12.5 (Residential Estates) 10.6 acre parcel and an A-1 (Agricultural) 11.9 acre parcel to R-1-10 (Single-Family Residential – 10,000 s.f. minimum lot size). The property is generally located southeast of the intersection of Seegmiller Drive and 3000 East, and directly south of the Bridle Gate Estates subdivision.
- Applicant:** Three Thousand East, LLC, Borley Enterprise Trust,
& Charles Larsen Trustee
186 Dorchester Drive
Salt Lake City, Utah 84103
- Representative:** Mr. Paul Blackmore – Blackrock Engineering
- Area:** 22.54 acres
- Current Zone(s):** RE-12.5 (Residential Estates) & A-1 (Agricultural)
- General Plan:** LDR - Low Density Residential (Up to 4 du/acre) & Equestrian Buffer (100' Feet from the Bridle Gate Estate Subdivision Prop. Line)
- Density:** Up to 4.0 du/acre
- Adjacent zones:** North: RE-12.5 (Residential Estates)
East: A-20 (Agricultural)
South: R-1-10 (Single-Family Residential)
West: A-1 (Agricultural)
- Project:** This project will be known as 'Cornerstone'
- Comments:** This property is within a one-hundred foot equestrian buffer (a General Plan requirement) that surrounds the Bridle Gate Estates property. The applicant has shown that buffer line on the exhibit. The buffer requires that no dwelling (Primary homes & Casitas/Guesthouses) can be built within that 100' foot buffer. The applicant has indicated that all dwellings will be well out of that buffer zone.
- Planning Commission Recommended Denial (4-2) of this Zone Change.**

2013-ZC-009
Cornerstone

Mr. Paul Blackmore, PE
Blackrock Engineering - Representative



Existing Zoning



Aerial View

CORNERSTONE ZONE CHANGE

Applicant's Presentation

**CORNERSTONE IS ROADWAY ISOLATED FROM BRIDAL GATE
R12.5 ZONE WHILE BEING CONNECTED TO TO THE R1-10 ZONE
TO THE SOUTH**

- CORNERSTONE ROADS DO NOT CONNECT WITH ANY ROADS FROM BRIDAL GATE.
- ALL CONNECTION IS WITH ROADS TO THE SOUTH, ZONED R1-10.
- AS PER COORDINATION WITH SOUTH PROPERTY OWNERS, TO HAVE A DIFFERENT ZONE DOES NOT ALLOW ROADS TO ALIGN.

EXISTING

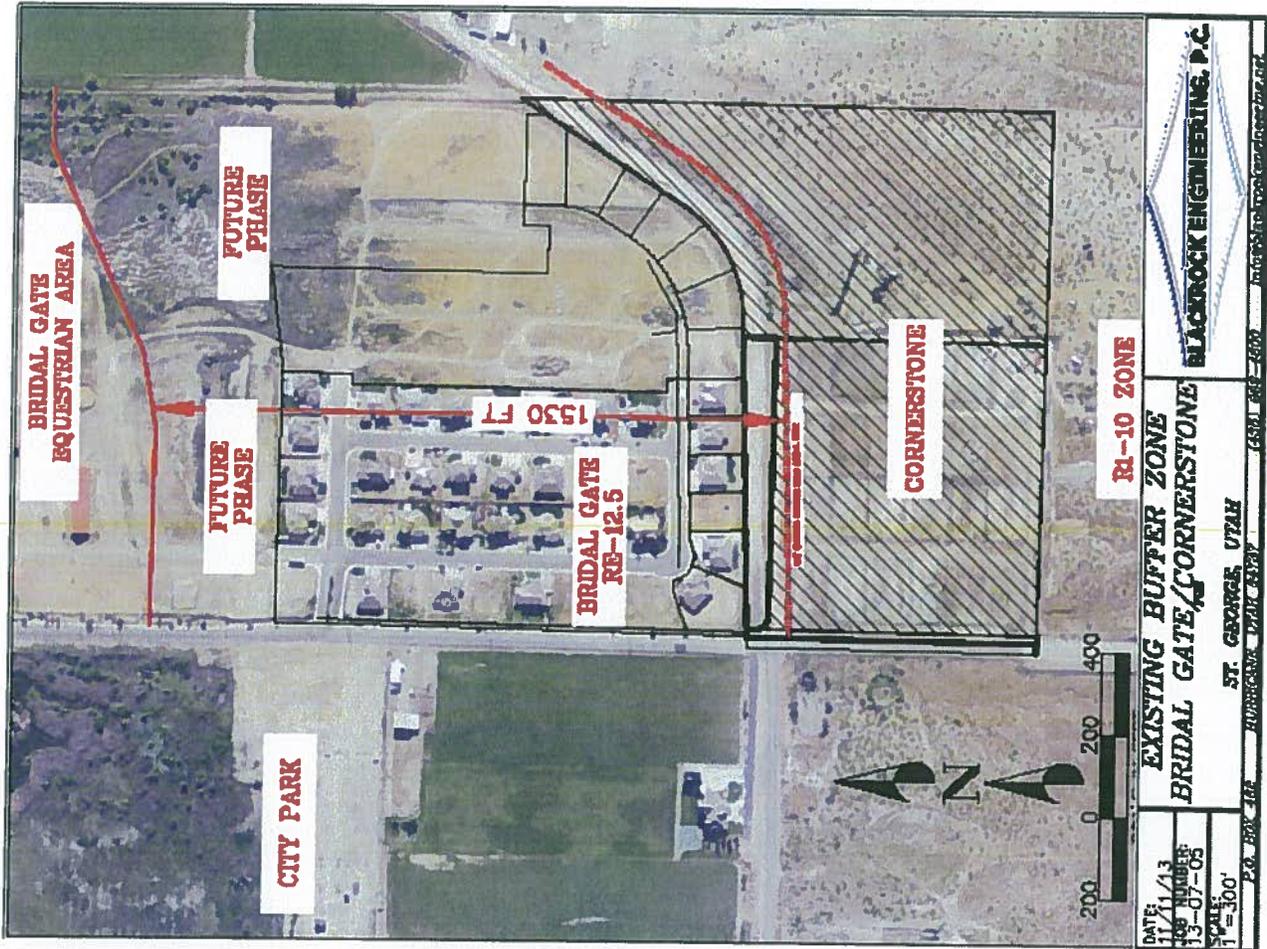
BUFFER ZONE

BRIDAL GATE TO
CORNERSTONE

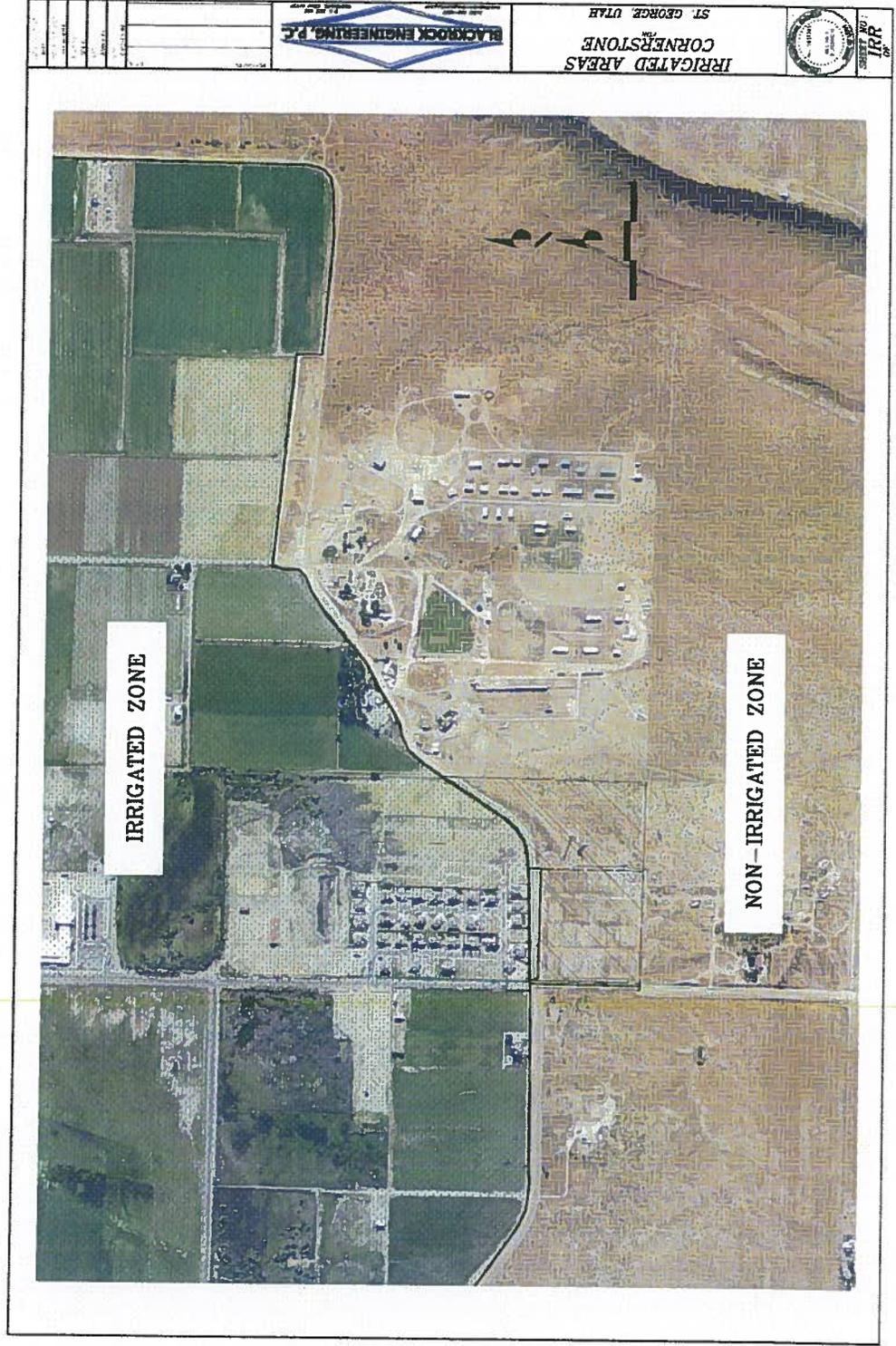
-THE EXISTING BRIDAL
GATE SUBDIVISION HAS
1530 FT EXISTING BUFFER
WITH CORNERSTONE. THE
BUFFER IS R12.5 ZONE

-THE ONLY DIFFERENCE IN
ANIMAL USE BETWEEN
R12.5 AND R1-10 IS THE USE
OF ONE LARGE ANIMAL.

-BRIDAL GATE IS ALSO
SEPERATED BY AN
ELEVATION CHANGE OF
16FT +.

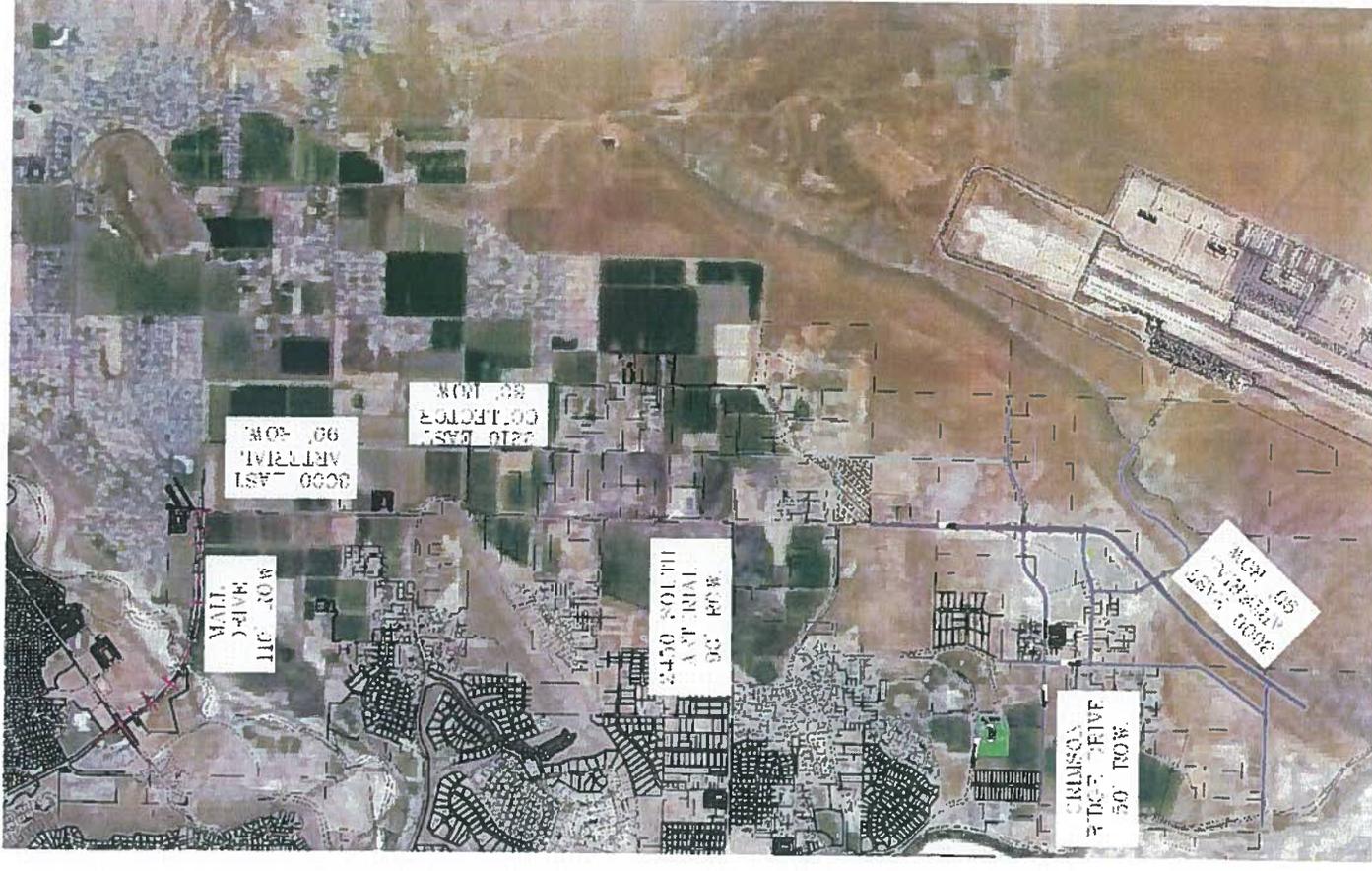


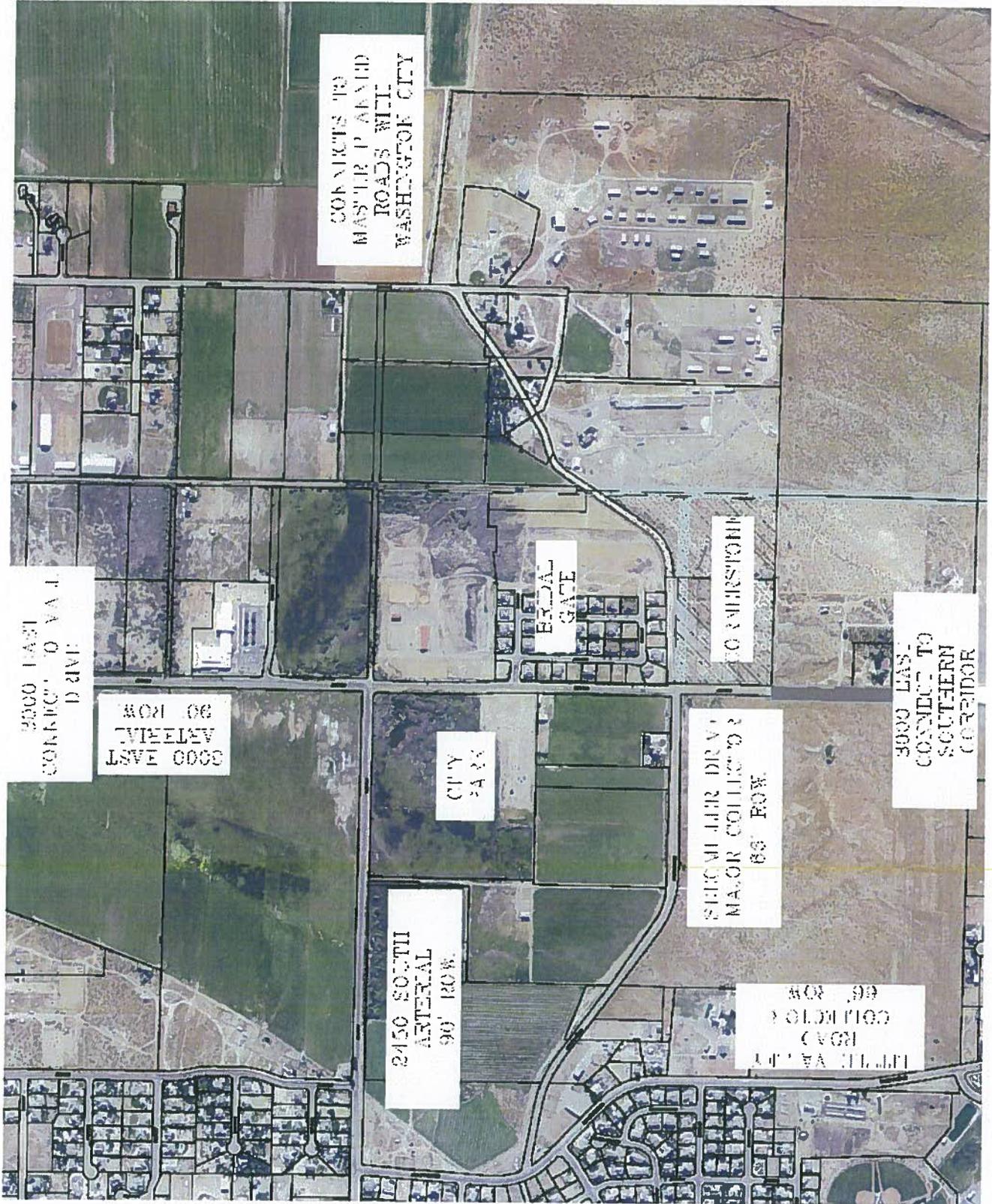
CORNERSTONE IS OUT OF GREEN SPACE IRRIGATED ZONE
-THE GRAVITY FED CANAL ELEVATION PROHIBITS IRRIGATION OF THE CORNERSTONE AREA.
-IT HAS NEVER BEEN IRRIGATED AND IS DRY DESERT.



ROAD CONNECTIVITY

- CITY OF ST. GEORGE AND WASHINGTON CITY MASTER PLANS SHOW MALL DRIVE CONNECTING TO 3000 EAST. 3000 EAST CONNECTS TO THE SOUTHERN PARKWAY TO THE SOUTH.
- AS THE PROPERTY DEVELOPES, THE EFFICIENT TRAFFIC FLOW IS NORTH ALONG 3000 EAST TO MALL DRIVE OR 2450 SOUTH, OR SOUTH ALONG 3000 EAST TO CHRIMSON RIDGE DRIVE AND THE SOUTHERN PARKWAY





2000 EAST
CONNECT TO VA J
D RIVE

2001 06
WHEELAY
LEAVE 0050

2450 SOUTH
ARTERIAL
90' ROW

CITY
PARK

ERDAL
GATE

SEIGNILLER DRIVE
MAJOR COLLECTOR
66' ROW

TO CHESTER

14771 VA J
ROAD
COLLECTOR
66' ROW

3000 EAST
CONNECT TO
SOUTHERN
CORRIDOR

CONNECTS TO
MASTER PLAN
ROADS WILL
WASHINGTON CITY

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

Date Submitted 2013-11-12 16:14:47**Applicant** Denice Hughes**Quick Title** Public Hrng & Ord for zone change RE-12.5 to R-1-10**Subject** Consider a request for a zone change from RE-12.5 (Residential Estates) to R-1-10 (Single Family Residential) on 5.01 acres located on teh east side of 2160 East Street and north of 2450 South.**Discussion** The property owner requests R-1-10 zoning on the east side of 2160 East Street partly because R-1-10 zoning currently exists on the west side of this street. However the property backs to A-1 and RE-37.5 zoned property and a property owner (Milt & Lisa Larsen) argued that the property should remain RE-12.5 in order to provide a buffer to adjacent large lot owners who have large animals on their property. The PC agreed with the Larsens and recommend that the zone change request be denied.**Cost** \$0.00**City Manager Recommendation** Planning Commission felt the buffer of 12,500 would be better with the uses established in this area.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM RE-12.5 TO R-1-10 ON 5.011 ACRES

WHEREAS, the property owner has requested a zone change on 5.011 acres from RE-12.5 (Residential Estates) to R-1-10 (Single-Family Residential); and

WHEREAS, the City Council held a public hearing on this request on November 21, 2013; and

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from RE-12.5 to R-1-10 on 5.011 acres generally located on the east side of 2160 East and north of 2450 South Streets, and more specifically described on the attached property legal description, Exhibit "A".

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 21st day of November, 2013.

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

HUGHES SUBDIVISION ZONE CHANGE LEGAL DESCRIPTION

BEGINNING AT A POINT SOUTH 88°40'32" EAST 165.21 FEET FROM NAIL AND WASHER WHICH IS THE SOUTH QUARTER CORNER OF SECTION 4, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON THE SOUTH SECTION LINE OF SECTION 4, THENCE DEPARTING SAID SECTION LINE NORTH 00°31'03" EAST, 107.05 FEET TO A POINT ON THE CENTERLINE OF 2160 EAST STREET; THENCE DEPARTING SAID CENTERLINE SOUTH 89°28'57" EAST, 7.50 FEET; THENCE NORTH 00°31'03" EAST, 725.90 FEET; THENCE SOUTH 89°53'22" WEST, 7.50 FEET TO A POINT ON THE CENTERLINE OF 2160 EAST STREET; THENCE DEPARTING SAID CENTERLINE NORTH 00°31'03" EAST, 527.99 FEET TO THE NORTH LINE OF SECTIONAL LOT 9; THENCE ALONG SAID NORTH LINE OF SECTIONAL LOT 9 NORTH 89°53'00" EAST, 163.58 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTIONAL LOT 9 SOUTH 00°28'07" WEST, 1364.99 FEET TO A POINT ON THE SOUTH LINE OF SECTION 4; THENCE ALONG SAID SOUTH LINE OF SECTION 4 NORTH 88°40'32" WEST, 164.75 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.011 ACRES OR 218,277.36 SF

Zone Change

PLANNING COMMISSION AGENDA REPORT: **10/22/2013**
CITY COUNCIL SET DATE: **11/07/2013**
CITY COUNCIL AGENDA REPORT: **11/21/2013**

ZONE CHANGE

Hughes Subdivision

Case No. 2013-ZC-013

- Request:** To rezone a 5.011 acre parcel from RE-12.5 (Residential Estates – 12,500 s.f. minimum lot size) to R-1-10 (Single-Family Residential – 10,000 s.f. minimum lot size). The parcel is located generally on the east side of 2160 East and north of 2450 South Streets.
- Applicant:** Mr. Denice Hughes
2175 East 2450 South
St. George, Utah 84790
- Representative:** Mr. Kelton Hughes
- Area:** 5.011 acres
- Current Zone(s):** RE-12.5 (Residential Estates – 12,500 s.f. minimum lot size)
- General Plan:** LDR - Low Density Residential (Up to 4 du/acre)
- Proposed Density:** 3.19 du/acre (Approx. 16 units)
- Adjacent zones:** North: R-1-10 (Single-Family Residential)
East: RE-37.5 (Residential Estates)
South: RE-12.5 (Residential Estates)
West: R-1-10 (Single-Family Residential)
- Project:** This project is proposed to be the Hughes Subdivision.
- Comments:** The applicant is seeking to change this parcel to R-1-10 to be consistent with the properties across the street from this parcel on 2160 E. and to the North.
- This proposal is within the limits of the current General Plan for this area.
- The Planning Commission **Recommended Denial** in a split decision of four to three (4-3).



Proposed Re-Zone Area
to R-1-10

Existing Zoning



Proposed Re-Zone Area

Aerial View

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

Date Submitted 2013-11-12 12:53:03**Applicant** Judd Palmer - Scott Woolsey**Quick Title** Public Hearing/Ordinance - Final Plat Amendment**Subject** Request to amend the Final Plat for Sage Meadows Phase 2

Discussion The purpose of this Plat amendment is to vacate a portion of 3000 East Street. This area as shown hereon is depicted by the cross hatched area. This area is intended to become part of Lots 9, 10, 15 & 16 and is to be used and maintained by the City of St. George as an easement for Roadway, Landscape and also Public Utilities. (See Note #9 for clarification). Lot 9 originally had 11,031 s.f. and now has 12,517 s.f. Lot 10 originally had 10,903 s.f. and now has 12,399 s.f. Lot 15 originally had 10,413 s.f. and now has 11,227 s.f. Lot 16 originally had 10,413 s.f. and now has 11,130 s.f. No other changes were made or intended with this Plat. Note 9 reads... The City of St. George retains the right to maintain the landscape strip without interference from the adjacent property owners and City retains the ability to remove the landscape strip in the future if it becomes necessary to widen the roadway along 3000 East Street.

Cost \$0.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Todd Jacobsen**File Attachments** [Sage Meadows Phase 2 Amended.pdf](#)**Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments****Attachments** [Sage Meadows Phase 2 Amended.pdf](#)

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

Date Submitted 2013-11-12 12:50:36

Applicant Michael Hyatt - Bob Hermandson

Quick Title Public Hearing/Ordinance - Final Plat Amendment

Subject Request to amend the Final Plat for Lot 95 & 96 of Sunset Plateau Phase 3 & Lot 29 of Sunset Plateau Phase 1B.

Discussion The purpose of this Final Plat Amendment is to adjust the lot lines between said lots to match existing fences and other structures as they have been built on the ground. The changes are as follows: Lot 29 increases from 10,975 sq/ft to 12,829 sq/ft, Lot 95 decreases from 11,464 sq/ft to 11,337 sq/ft, and Lot 96 decreases from 10,665 sq/ft to 8,938 sq/ft. Also the public utilities and drainage easement located between Lot 29 & 96 and also Lot 96 & 95 is vacated. No other changes to this Final Plat Amendment were made or intended.

Cost \$0.00

City Manager Recommendation Housekeeping item to adjust lot lines to existing fences etc. Recommend approval.

Action Taken

Requested by Todd Jacobsen

File Attachments [Sunset Plateau LLA & Easement Vacation.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Sunset Plateau LLA & Easement Vacation.pdf](#)

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

Date Submitted 2013-11-14 15:46:52**Applicant** City of St. George**Quick Title** Resolution to Approve Golf Cart Lease Agreement**Subject** Resolution to approve entering into a new 6-year golf cart lease/purchase agreement for 262 golf carts. The carts will be purchased from Intermountain Club Cars and financed by De Lage Landen Public Finance at an annual lease amount of \$213,514.**Discussion** Our current fleet of 277 carts is in the 4th year of a 6-year lease/purchase agreement. We have the opportunity to trade in the fleet, "as is", for new Club Cars that have improved water technology to extend battery life. The current fleet is 3 years old and approaching the need for battery replacement at a possible cost of \$115,000 to \$125,000. Based upon staff's analysis, the new lease option is recommended. The new lease of \$213,514 per year is greater than this year's budgeted amount of \$204,144; however, we believe other costs can be trimmed to accommodate the additional \$9,370.**Cost** \$213,514.00**City Manager Recommendation** We need to approve a lease for new carts at the golf courses. Revenue neutral and will save us having to provide new batteries. Recommend approval.**Action Taken****Requested by** Deanna Brklacich & C**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** During peak operating seasons, Club Cars will loan 15 carts to the City, at no charge to make up the difference of going from 277 carts currently to 262 carts under the new lease.

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

**A RESOLUTION APPROVING AN EQUIPMENT LEASE
PURCHASE AGREEMENT FOR GOLF CARTS**

WHEREAS, the City has reviewed the condition of its current fleet of golf carts and the existing lease purchase agreement for the current golf carts; and

WHEREAS, the City has considered, and performed an analysis of options, of whether to retain its current fleet and financing arrangements, as compared to other financing options available; and

WHEREAS, based upon the analysis, the City Council has determined that the renewal of the Lease Purchase Agreement to continue the rental with the option to purchase 262 golf carts from Intermountain Golf Cars Inc. financed through De Lage Landen Public Finance LLC is in the best interest of the citizens of the City of St. George;

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

The City Council hereby authorizes the Mayor to sign the Lease Purchase Agreement with De Lage Landen Public Finance LLC for the lease/purchase of 262 golf carts on behalf of the City, attached hereto as Exhibit "A".

This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. George, this 21st day of November, 2013.

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

De Lage Landen Public Finance LLC

Equipment Lease Purchase Agreement

1111 Old Eagle School Road
Wayne, PA 19087

DATED: November 1, 20 13

LESSEE	Full Legal Name City of St. George, Utah		Phone Number (435) 627-4000	
	DBA Name (If any)			
	Billing Address 175 East 200 North		City Saint George	State UT

EQUIPMENT INFORMATION	Quantity	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				Please see attached equipment description as "Exhibit B"
Equipment Location (if not same as above)				City State Zip

VENDOR	Vendor Name Intermountain Golf Cars, Inc.		Rental Payment Periods:		Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached herelo as Exhibit A.
	Address 9115 South 700 East		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input checked="" type="checkbox"/> Annually		
	City Sandy	State UT	Zip 84070		

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FOLLOWING PAGES, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE. IN WITNESS OF, Lessor and Lessee have caused this Agreement to be executed in their name by their duly authorized representatives as of the date written above.

LESSOR	Lessor DE LAGE LANDEN PUBLIC FINANCE LLC
	Signature
	Title
	Lease Number PUB 13012

LESSEE SIGNATURE	Lessee City of St. George, Utah
	Signature
	Title
	(Seal)
	Attest
	Title

(Terms and Conditions continued on the reverse side of this Agreement.)

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that the officer of Lessee who execute the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee.

SIGNATURE _____ TITLE _____ DATE _____

OPINION OF COUNSEL	As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.			
	Signature	Date		
	Name	Phone Number		
	Address	City	State	Zip

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commencement Date**" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited by Lessor for that purpose under an escrow agent.

"**Equipment**" means the property described on the front of this Agreement, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"**Event of Default**" means an Event of Default described in Section 12.01.

"**Issuance Year**" is the calendar year in which the Commencement Date occurs.

"**Lease Term**" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"**Lessee**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Lessor**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Maximum Lease Term**" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"**Net Proceeds**" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"**Original Term**" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"**Payment Schedule**" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"**Purchase Price**" means the amount set forth on the Payment Schedule as the Purchase Price for the Equipment.

"**Renewal Terms**" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"**Rental Payment Period**" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"**State**" means the state in which Lessee is located.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement

or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Equipment under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01, or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be

used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any

such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the then applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

Section 13.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

EXHIBIT A**EQUIPMENT LEASE PURCHASE AGREEMENT****Schedule of Rental Payments**LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**LESSEE: City of St. George, UtahLEASE NUMBER: PUB 13012LEASE DATE: November 1, 20 13

Rental Payment Number	Date	Rental Payment Amount	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	11/01/2013	0.00	0.00	0.00	1,229,289.44	0.00
1	11/01/2013	213,514.28	0.00	213,514.28	1,015,775.16	1,036,090.66
2	11/01/2014	213,514.28	31,793.76	181,720.52	834,054.64	850,735.73
3	11/01/2015	213,514.28	26,105.91	187,408.37	646,646.27	659,579.20
4	11/01/2016	213,514.28	20,240.03	193,274.25	453,372.02	462,439.46
5	11/01/2017	213,514.28	14,190.54	199,323.74	254,048.28	259,129.25
6	11/01/2018	262,000.00	7,951.72	254,048.28	0.00	0.00
Grand Totals		1,329,571.40	100,281.96	1,229,289.44		

Sales tax of \$0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. The Lessor will make every reasonable effort to maintain the payment terms presented above, however certain of these terms may need to be revised prior to closing. The interest rate offer made by Lessor to Lessee is subject to indexation and may need to be adjusted in the event financial market conditions change. If any such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed that a revised version of the amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

EXHIBIT B

**EQUIPMENT LEASE PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: City of St. George, Utah

LEASE NUMBER: PUB 13012

LEASE DATE: November 1, 2013

Quantity	Description/Serial No./Model No.	Location
262	New Club Car Precedent Golf Cars	695 South 2250 West Saint George, UT 84770

LESSEE SIGNATURE	Legal Name of Lessee <u>City of St. George, Utah</u>
	Signature _____ Date _____
	Print Name _____ Title _____
	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____ Title _____
	Lease Number <u>PUB 13012</u>

De Lage Landen Public Finance LLC

- Check here if your billing or Equipment Location has changed or is incorrect.
Please note changes on the reverses side.
Payment sent without a copy of this invoice may be subject to a delay in processing.

- > Please do not send correspondence to this address.
- > Make check payable to:

De Lage Landen Public Finance LLC
REF# PUB 13012
LOCKBOX PO BOX 41602
PHILADELPHIA, PA 19101

INVOICE #: 10102013AA
REFERENCE #: PUB 13012
CUSTOMER #: N/A
DUE DATE: Upon Receipt
TOTAL DUE: \$213,514.28

INVOICE

INVOICE DATE	INVOICE #	REFERENCE #	CUSTOMER
October 10, 2013	10102013AA	PUB 13012	N/A
P.O. NUMBER		EQUIPMENT DESCRIPTION	
		SEE BELOW	
EQUIPMENT LOCATION			
City of St. George, UT			

CUSTOMER SERVICE 800-935-9439

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
262 New Club Car Precedent Golf Cars	Upon Receipt	\$213,514.28
TOTAL		\$213,514.28

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT.

11PFDDC193v1

TAX DESIGNATIONS AND COVENANTS

1. The covenants and designations hereinafter set forth are intended to be, and hereby are, incorporated into the Equipment Lease Purchase Agreement, dated November 1, 2013 (the "Agreement"), between DE LAGE LANDEN PUBLIC FINANCE LLC ("Lessor") and City of St. George, Utah ("Lessee"), and except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning herein as in the Agreement. The Commencement Date of the Agreement is or will be in the calendar year 20 (the "Issuance Year").

2. Bank Qualification. **Lessee initial here if this provision is applicable:** _____
Lessee initial here if this provision is NOT applicable: _____

(a) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year, including the Agreement, is not reasonably expected to exceed \$10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of "qualified tax-exempt obligations" (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

3. Small Issue Arbitrage Rebate Exception. **Lessee initial here if this provision is applicable:** _____
Lessee initial here if this provision is NOT applicable: _____

(a) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected.

LESSEE	Lessee Name	
	City of St. George, Utah	
	Signature	Date
	Title	

Attest Signature: _____

(SEAL)

Title: _____

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that (i) the foregoing Tax Designations and Covenants were adopted and approved by action of the governing body of Lessee at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, (ii) the officer of Lessee who executed the foregoing Tax Designation and Covenants on behalf of Lessee and whose genuine signature appears thereon is the duly qualified and acting officer of Lessee as stated beneath his or her signature, and (iii) said officer has been authorized to execute the foregoing Tax Designations and Covenants on behalf of Lessee.

SIGNATURE _____ TITLE _____ DATE _____

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account and prepare the IRS Form 8038-G as required by the IRS, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

Billing Address: _____

Attention: _____
(Name of individual who will process payments)

Telephone Number: _____

Email Address: _____

FEDERAL ID#: _____

Primary Contact Name: _____

Primary Contact Number: _____

INSURANCE INFORMATION

Insurance Agent: _____

Policy Number: _____

Telephone Number: _____

Fax Number: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES NO If Yes, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES NO If Yes, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)

See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name
City of St. George, Utah

2 Issuer's employer identification number (EIN)

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
175 East 200 North

5 Report number (For IRS Use Only) 3

6 City, town, or post office, state, and ZIP code
Saint George UT 84770

7 Date of issue

8 Name of issue

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11
12	Health and hospital	12
13	Transportation	13
14	Public safety	14
15	Environment (including sewage bonds)	15
16	Housing	16
17	Utilities	17
18	Other. Describe	18
19	If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>
	If obligations are BANs, check only box 19b	<input type="checkbox"/>
20	If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22
23	Issue price of entire issue (enter amount from line 21, column (b))	23
24	Proceeds used for bond issuance costs (including underwriters' discount)	24
25	Proceeds used for credit enhancement	25
26	Proceeds allocated to reasonably required reserve or replacement fund	26
27	Proceeds used to currently refund prior issues	27
28	Proceeds used to advance refund prior issues	28
29	Total (add lines 24 through 28)	29
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)

34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b Enter the final maturity date of the GIC ▶
- c Enter the name of the GIC provider ▶
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool obligation ▶
 - c Enter the EIN of the issuer of the master pool obligation ▶
 - d Enter the name of the issuer of the master pool obligation ▶
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶
 - c Type of hedge ▶
 - d Term of hedge ▶
- 42 If the issuer has superintegrated the hedge, check box
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement
- b Enter the date the official intent was adopted ▶

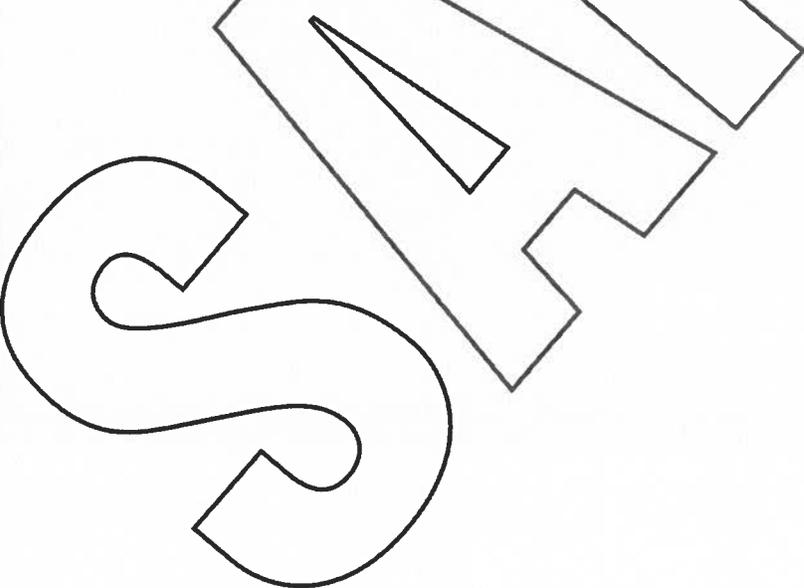
Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no. <input type="text"/>			



Instructions for Form 8038-G



Department of the Treasury
Internal Revenue Service

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations

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

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



CAUTION For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing-paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL), DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (see line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

 Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue

 Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAP:MP:T:M:S, 1114 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

SAMPLE

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: Equipment Lease Purchase Agreement dated as of November 1, 20 13, between **De Lage Landen Public Finance LLC**, as Lessor, and City of St. George, Utah, as Lessee.

In accordance with the Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee City of St. George, Utah
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC052v1

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. EQUIPMENT LEASE PURCHASE AGREEMENT

a. Description of Equipment

- Type or write in serial numbers (When applicable).
- Type the location where the equipment will be located after delivery/installation.

b. Terms and Conditions

- Sign and type name and title
- Another individual must attest the signature

c. Certificate of Clerk or Secretary

- Date, sign and type in name and title

d. Opinion of Counsel

- Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

II. EXHIBIT A – SCHEDULE OF RENTAL PAYMENTS

- Print Name, and Title
- Sign and Date

III. EXHIBIT B – EQUIPMENT DESCRIPTION – (WHEN PROVIDED)

- Sign and date
- Print name
- Type in Complete Equipment Description to include serial numbers and location addresses (if applicable).

IV. TAX DESIGNATION AND COVENANTS

- Initial the appropriate blanks on Item #2 and Item #3
- Date, sign and type in name and title
- Another individual must attest the signature
- **AND:** Clerk or secretary must date, sign and type in title

V. STATE SPECIFIC ADDENDA – (WHEN PROVIDED) — *Required for: AZ, AR, CO, FL, GA, KS, LA, MI, MN, NC, NJ, NY, OH, TX and OK.*

- Sign and/or Attest when required

VI. ACCEPTANCE CERTIFICATE

- Enter the date of equipment acceptance and Sign

VII. 8038 - IRS Form

- Box 2, Enter your Federal ID Number
- Sign, Date and write in Name and Title
- Line 9 & 10 Enter Contact Name and Telephone Number
- The enclosed 8038G or GC Form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in this manner to comply with Internal Revenue Service regulation.

VIII. CERTIFICATE OF INSURANCE — Both Property and Liability Insurance required to fund

- Attach both **Property** and **Liability** Certificates of Insurance showing **De Lage Landen Public Finance and/or Its Assigns** as "loss payee" and "**additional insured**", respectively.
- **THE CERTIFICATES MUST ALSO SHOW THE PHYSICAL ADDRESS WHERE THE EQUIPMENT WILL BE LOCATED.**

IX. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING:

- Resolution of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)
- Original vendor invoice (if applicable)
- Copy of title/MSO listing De Lage Landen Public Finance LLC as 1st lienholder (if applicable)
- First payment check (if applicable) made payable to De Lage Landen Public Finance LLC

ALL DOCUMENTATION SHOULD BE RETURNED TO:

De Lage Landen Public Finance LLC, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220

Attn: Tammy Karpa

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

Date Submitted 2013-11-12 16:47:29**Applicant** Tom McArthur**Quick Title** Christmas Stroll Downtown**Subject** Consideration of a request for two road closures; (1) Closure of Main Street from St George Blvd to Tabernacle Street and; (2) Closure of Tabernacle Street from Main Street to 100 East.**Discussion** The 2nd annual Christmas Stroll Downtown will be on Saturday, December 7 from 4 pm to 9 pm. This event is free to the public and it encourages the community to visit the downtown business district and view the Gingerbread Cottages that are donated and displayed in 14-16 business locations on Main Street, Ancestor Square and Tabernacle Street. This event was well received last year and the Downtown Businesses would like to welcome the community again.**Cost** \$0.00**City Manager Recommendation** Sounds like a great event for the downtown. Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

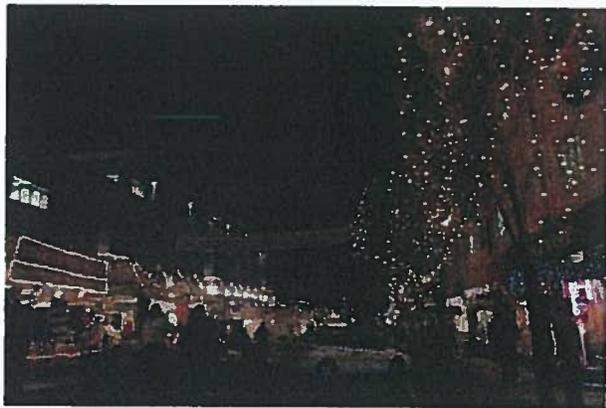
Agenda Item 6A

Applicant Tom McArthur

Special Event Christmas Stroll Downtown

Council Action Consideration of a request for two road closures; (1) Closure of Main Street from St George Blvd to Tabernacle Street and; (2) Closure of Tabernacle Street from Main Street to 100 East

Discussion The 2nd annual Christmas Stroll Downtown will be on Saturday, December 7 from 4 pm to 9 pm. This event is free to the public and it encourages the community to visit the downtown business district and view the Gingerbread Cottages that are donated and displayed in 14-16 business locations on Main Street, Ancestor Square and Tabernacle Street. This event was well received last year and the Downtown Businesses would like to welcome the community again



Christmas Stroll Downtown

On Dec. 7, Downtown St. George will be lit up with holiday lights as the Christmas Stroll Downtown takes place in the city center business district. This free event features a display of Gingerbread Cottages that are donated and displayed at many business locations. The cottages will be offered for sale with all proceeds going to charity.

This is the 2nd year for this event and it was well received by the community last year.

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 4 of 5

Christmas Downtown Stroll - Dec 7, 2013

We are petitioning to close Main Street from the Boulevard to Tabernacle Street and Tabernacle to 100 East from 4 PM to 9 PM on Dec. 7, 2013

The Event is a free evening for anyone to stroll the business district and view Gingerbread Cottages donated and displayed in 14-16 businesses on Main Street, Ancestor Square and Tabernacle. These cottages will be offered for sale with all proceeds going to Charity.

This is the 2nd year for this event and it was well received by the Community last year.
Event activities:

Free Yellow Pix photos with Santa
Free Bounce Houses and children's train

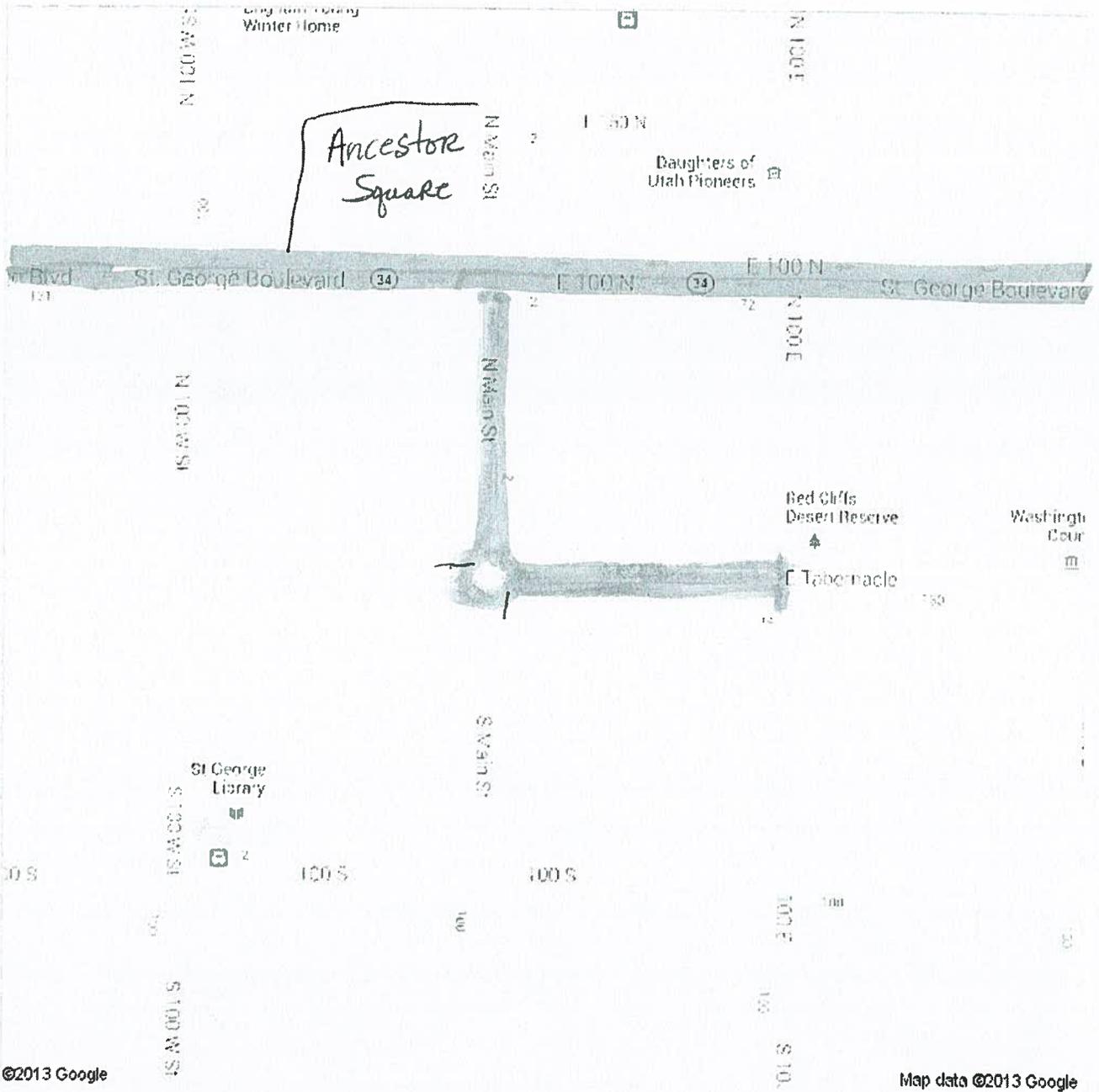
Carolers, and Entertainers throughout the evening

(We need a stage & 2 mike systems from the City if possible. The Stage on Main Street and one sound system for ancestor square.)

Refreshments will be offered by the restaurants on the street.

This is an important Event for the City to celebrate the Holidays with the Community.

Google



street closure in Green
 from 4PM - 9PM - Dec 7, 2013

DRAFT

Agenda Item Number : **6B**

Request For Council Action

Date Submitted 2013-11-05 10:35:49

Applicant Philip Peterson

Quick Title 2013 AUDIT REPORT

Subject The FY 2013 audit report is complete and ready to be presented to the council

Discussion An unqualified (clean) opinion on the report and it is anticipated that Steve Palmer of Hinton Burdick CPAs will be here to present it. A hard copy of the audit is being given to Christina to put in the agenda packets.

Cost \$0.00

City Manager Recommendation Another clean opinion. Kudos to Phil Peterson and his staff for a great job.

Action Taken

Requested by Philip Peterson

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

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

Date Submitted 2013-11-08 11:52:44**Applicant** Scott Taylor**Quick Title** Water Conservation Plan Update**Subject** Update to the Water Conservation Plan**Discussion** The state requires all public water suppliers with more than 50 connections to submit a water conservation plan. The plan has to be updated every five years and filed with the state. The plan was originally drafted in 2003, updated in 2008 and again this year. It is submitted for council review and approval prior to submitting it to the state.**Cost** \$0.00**City Manager Recommendation** Required under State law.**Action Taken****Requested by** Rene Fleming**File Attachments** [The City of St Water Conservation Plan Update 2013](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [The City of St Water Conservation Plan Update 2013](#)

City of St. George Water Conservation Plan Update

2013



Contents

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Water Conservation Coordinator 13

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DRAFT

Water System Overview

The City of St. George serves a population estimated at 72,897 as of the 2010 national census. There are 22,281 connections in the water system as of December 31, 2012. This includes Municipal and Industrial (M&I) meters as well as meters for irrigation and reuse water customers. Water meters are read and billed monthly. Meters are read with automatic meter reading (AMR) technology.

Current Water Use

Total water delivered for the year ending December 2012 was 9,962,286,126 gallons. Of this, 8,886,825,000 gallons was used within the City by its residential, commercial and industrial users and includes reuse and irrigation quality water. Water use by class breaks down as follows:

Account Type	Number of Accts	Gallons delivered
Commercial	1,449	1,646,835,161
Industrial	476	1,032,262,450
Residential	19,785	5,481,566,498
City Use – unbilled		726,211,394
Wholesale		1,072,629,163

To be consistent with the Utah Division of Water Resources (DWR) and for the purpose of this study, the water use presented in this report refers to the diverted amounts, not actual consumptive amounts, used or depleted amounts. The per capita water use is calculated by dividing the total amount of water diverted (culinary, secondary irrigation or re-use quality water) by the total population of the City of St. George.

In considering the per capita water use, it is important to note that approximately 6,000 of the dwelling units in the City of St. George or 27% of the metered connections are second homes or vacation homes. These homes still use a considerable amount of water, but the population associated with these homes is not accounted for in the per capita use population. Also not included in the per capita calculation are the students that attend Dixie State University from outside the City.

The total amount of water diverted and used by the City in the year 2012 was 8,886,875,503, this amount divided by the 2012 population estimate of 75,561 which is based on the 2010 census, results in a per capital use of 322 gallons per day. As states above, this includes all water diverted which includes the water used for commercial/industrial customers, hotels, restaurants, offices etcetera. The City of St.

George serves two industrial parks, numerous businesses associated with the hospitality industry, a hospital that serves the county as well as a university. Much of the water included in the per capita calculation is used by those that commute into the City from other areas and therefore are not included in the population count. If only residential water diverted was included in the per capita use, the calculation would be closer to 195 gallons per person per day and this amount does not take into account the second homes in the City.

Existing Water Sources

The current potable water sources include the following:

- Eleven wells in the Gunlock Well Field
- Three wells in the Ledges Well Field
- Two wells in the Millcreek Well Field
- Five wells in the Snow Canyon Well Field are jointly owned by the cities of St. George, Ivins and Santa Clara. The City of St. George's portion is 64% of the facility.
- Mountain Springs
- West City Springs
- Water purchased from the Washington County Water Conservancy District (WCWCD) and treated at the Quail Creek Water Treatment Plant (QCWTP).

Current irrigation sources of water include the following:

- Shares in several privately owned irrigation companies
- Seven irrigation quality wells
- Treated effluent from the regional Waste Water Treatment Plant

The City has a Reuse Plant that treats effluent from the Waste Water Treatment Plant bringing it up to irrigation quality standard. Reuse water is supplied to Sunbrook golf course Southgate golf course, Sun River golf course, Bloomington Country Club and Entrada golf course. Extension of the reuse pipeline is in the planning stages to make this water available to more large irrigators.

Projected Water Needs

The City of St. George purchases approximately 15,500 acre feet of water from the Washington County Water Conservancy District. This is surface water from the Virgin River treated to meet potable water standards. Additionally, the city produces from ground water and springs additional 8,000 acre feet of water for potable use. With current water sources, an additional 5,000 acre foot of water can be

developed for potable use. In addition, the Gunlock Well Field has approximately 7,700 acre feet of water rights which can be used for drinking water if treated to meet the arsenic regulation effective in the year 2006 of 10 parts per billion. With the conversion of secondary water rights to M&I use, the city would have the capacity to deliver approximately 45,000 acre feet of water.

Currently the population is about 75,000. Assuming a growth rate of 3% annually, this will meet water demand until the year 2030 or a population of 125,000.

The City supports the WCWCD Lake Powell Pipeline project. This project will provide the county with an additional 70,000 acre foot of water which will meet the water demand for the county into the 2050.

The above projections assume no additional progress with respect to conservation efforts. However, the City's ongoing conservation effort is successful with City customers responding to the efficiency message. Water use has dropped approximately 9% since the year 2002.

Current Conservation Efforts

Current conservation efforts are varied. The City works closely with the WCWCD with respect to many water issues, including conservation. Some of the conservation programs are funded and operated by the City, some in partnership with the WCWCD. The WCWCD consistently offers matching funding for grant opportunities for which the city applies. This helps stretch the available conservation dollars from the Water Services Department budget. Additionally, most rebate programs offered by the WCWCD are also open to City of St. George residents.

The first step in conservation has been education. Customers who understand how they use water are better able to implement efficiency in water use. The education aspect is many faceted. Listed below are several of the educational activities the city sponsors and/or participate in.

- Classroom presentations to K-12 students.
- Participation in the annual Water Fair offered to all 4th grade students in the county. Many issues are covered at the Water Fair including conservation, waste water treatment, culinary water treatment, source water protection and more.
- Celebration of Water Week annually with events such as a Garden Fair and Mayor's Water Walk.
- Financial and in kind support for the WCWCD Demonstration Gardens at Tonquint Park
- Monthly Garden workshops – cooperative effort with the WCWCD

- Material distributed through the utility office and in booths at various community events
- Conservation tips, brochures, links available through the City's web page and the department's Face Book page.
- The department also has a Twitter account, sending tweets primarily during the irrigation season to remind customers to adjust clocks based on weather.
- Periodic articles in the local newspaper regarding conservation programs
- WaterSense promotional partner, making customers aware of water saving devices and programs that are labeled through this EPA program.

In addition, programs are offered to assist customers in reducing their per capita use.

- Free residential lawn water audits – which includes more education material provided to the customer as well as a suggested irrigation schedule to work with their irrigation system design, landscape and soil type. The following is the number of residents in St. George that participated in the program.
 - 2006 – 80
 - 2007 – 130
 - 2008 – 95
 - 2009 – 62
 - 2010 – 35
 - 2011 – 67
 - 2012 - 78
- The City continues to offer rebate program for replacement of older high flow toilets. With the creation of the EPA's WaterSense program, rebates are offered for retrofits with WaterSense labeled models. WaterSense labeled models use 1.28 gallons per flush (gpf) or less and are shown to flush an adequate amount of waste on the first flush. This has made the program easier to administer and for customers to understand.
- 2012 – 2013 – Completed with funding from the following sources
 - \$37,500 Bureau of Reclamation grant
 - \$29,646 Water Services Department funding
 - \$8,000 WCWCD funding
 - 1,007 toilets were replaced
 - Participants included residential, multi-family customers as well as several hotel/motel retrofits.
- 2010-2012 – Completed program
 - \$37,500 Bureau of Reclamation grant
 - \$30,434 – Water Services Department funding
 - \$8,000 – WCWCD funding
 - 946 fixtures were replaced
 - A review of water records shows a savings of 957 gallons per month per toilet replaced. The savings cannot be attributed entirely to lower flush per gallon; some of the savings is mostly due to replacement of fixtures that were leaking.

- 2013-2015 – In progress
 - \$37,500 Bureau of Reclamation grant
 - \$33,646 Water Services Department funding
 - \$4,000 WCWCD funding
 - To date over 200 toilets retrofitted

The first program offered by the City targeting outdoor water use started in 2009 and ended in 2011. Unfortunately it did not generate much customer interest. A significant portion of the funding was not used. However, two home owner associations (HOA) with significant amounts of common area did take advantage of the program. One upgraded their irrigation system to make it more efficient. The other replaced grass with plant material off the Washington County plant list identified as moderate or low water use. A reduction in water consumption of approximately 2.4 million gallons or approximately 12% was realized when water use was compared one year prior to and post implementation.

The most recent outdoor program rebated the installation of a pressure regulating valve (PRV) on irrigation systems. It ran from July 2011 through June 2013. Generally, landscapes are irrigated at the same pressure as is delivered at the meter. Pressure at the meter can fluctuate from 40 pounds per square inch (psi) to over 120 psi. At the higher pressures, pop up irrigation nozzles tend to mist rather than forming droplets that reach the ground and soak into the soil. A significant amount of water is lost to evaporation when irrigated at higher than recommended pressures. Additionally, sprinkler system failures, such as popped off nozzles, leading to excessive water waste are a result of high of water pressure. Although PRV's are required on homes as part of the building code, they are not required on irrigation systems and so therefore, not routinely installed.

- 2011 – 2013 PRV installation on irrigation systems
 - \$25,000 Bureau of Reclamation grant
 - \$20,013 Water Services Department funding
 - \$5,000 WCWCD funding
 - 789 customers have participated to date.
 - An annual water savings of 1.9 million gallons of the 315 participant records evaluated, or an average of 6,300 gallons annually per customer.

System Improvements

The City was awarded a grant from the Bureau of Reclamation to upgrade the Supervisory Control and Data Acquisition System (SCADA). This project involved the upgrade of the SCADA system to allow for

equipment and software to be installed at each tank to monitor tank levels and allow for remote control of wells. The project provided real time information to be collected from the tanks and well to prevent tank overflow and decrease occurrences of problems related to SCADA system operation's miscommunication. It has provided better to management of the water resources. Although the grant funding has been depleted, the SGWSD continues to invest it the SCADA system to better manage the water system.

Another efficiency action taken was to collect the water from private irrigation companies that are not used by share holders. Previously, this water flowed into the Virgin River; it is now collected and stored on the Snow Park Pond, making more irrigation water available for city faculties and other irrigation users.

Conservation Goals

Future goals continue along the lines of the existing programs. The City will continue the education efforts as well continue to look for effective rebate and incentive programs to offer its customers. Most rebate programs are offered because of grant funding which helps stretch the conservation funds. The Bureau of Reclamation continues to support many of the rebate programs as does the WCWCD by contributions to the required matching funds.

In order to evaluate possible water conservation programs, the conservation coordinator has collaborated with the Alliance for Water Efficiency to use the Water Conservation Tracking Tool software to predict demand, cost/benefit of various programs and track outcomes. Appendix A provides and overview of the results of this collaboration.

The conservation coordinator will continue to apply for grants as the opportunities become available. Some possible future programs may include:

- Purchase of leak detection equipment to help locate leaks on the system.
- Continuation of the WaterSense Labeled Toilet Rebate Program
- Residential Low-Flow Showerheads
- Commercial Pre-rinse spray valves

In an effort to continue to educate customers about the positive role plant material plays in the environment and in water conservation, the City is working with partners to develop the Red Hills Desert Garden. This garden will showcase the plant material of the three plateaus that come together in Washington County, the Mohave, Great Basin and Colorado. Plant material that will survive and thrive once established on rainwater only will be used in the landscape. The plant material will be labeled with its common and botanical names so that visitors to the garden can identify plants they like and can use in their own landscape. Additionally, a fish viewing area is being constructed to educate visitors regarding the endangered species in the Virgin River and what is being done to protect them. With education regarding the Desert Tortoise and pathways that transition from the garden into Pioneer Park and the Red Cliff Desert Preserve, it is expected that this facility will draw many visitors providing much education.

Partners in this effort include those listed below:

- WCWCD
- The Virgin River Recovery Program
- The Red Cliffs Desert Preserve

Along with the formal partners listed above, community support is being solicited, both to stretch the dollars as well as create a feeling of ownership and pride in the garden. Some of the elements to be constructed with donated labor and/or material from within the community are listed below:

- Bench Swing
- Entry Arch
- Pavilion
- Shade structures
- Benches

A fact summary sheet is included in Appendix B. Construction of the fish viewing area is underway, the restrooms have been installed. The WCWCD is taking the lead in this project and has provided the following schedule for the remaining construction:

- Construction began in May of 2013
- Estimated completion date is spring of 2014.

The SGWSD supports and promotes conservation programs offered by the WCWCD as St. George customers can participate in those programs as well as any offered by the City. Continued partnership with the WCWCD will assist the City in continuing to lower per capita water use. It is anticipated that per capita water use can continue to be lower by 1.5% to 2% per year. Water use is measured through the meters on a monthly basis. This is the basis of measuring water savings.

Pricing Structure

The City has a tiered water rate structure that charges more per 1,000 gallons with increased water use. The standard rates are listed below.

Effective 7/1/2012

REGULAR SCHEDULE

3/4" Meter Base Rate (5K)	22.47
5-10	0.78
10-15	0.90
15-20	1.00
20-25	1.11
25-30	1.22
30-35	1.33
35-40	1.44
40-45	1.55
Over 45,000	1.66

1" Meter Base Rate (1K)	\$ 45.71
5-10	.78
10-15	.90
15-20	1.00
20-25	1.11
25-30	1.22
30-35	1.33
35-40	1.44
40-45	1.55
Over 45K	1.66

CONSERVATION SCHEDULE

3/4" Meter Base Rate (5K)	22.47
5-10	0.78
10-15	0.90
15-20	1.00
20-25	1.11
25-30	1.22
30-35	1.33
35-40	1.65
40-45	2.20
Over 45,000	2.67

1" Meter Base Rate (10)	\$ 47.30
10-20	1.10
20-30	1.25
30-40	1.36
40-50	1.49
50-60	1.62
60-70	1.75
70-105	2.16
Over 105K	2.67

1 1/2" Meter	
Base Rate (5K)	\$56.18
5-10	.78
10-15	.90
15-20	1.00
20-25	1.11
25-30	1.22
30-35	1.33
35-40	1.44
40-45	1.55
Over 45K	1.66

1 1/2" Meter	
Base Rate (20K)	\$ 88.00
20-40	1.10
40-60	1.25
60-80	1.36
80-100	1.49
100-120	1.62
120-140	1.75
140-180	2.16
OVER 180K	2.67

2" Meter	
Base Rate (5K)	\$81.32
5-10	.78
10-15	.90
15-20	1.00
20-25	1.11
25-30	1.22
30-35	1.33
35-40	1.44
40-45	1.55
Over 45K	1.66

2" Meter	
Base Rate (40K)	\$169.40
40-80	1.10
80-120	1.27
120-160	1.38
160-200	1.50
200-240	1.62
240-280	1.75
280-360	2.16
OVER 360K	2.67

3" Meter	
Base Rate (5K)	\$218.66
5-10	.78
10-15	.90
15-20	1.00
20-25	1.11
25-30	1.22
30-35	1.33
35-40	1.44
40-45	1.55
Over 45	1.66

3" Meter	
Base Rate (80K)	\$301.95
80-130	1.10
130-180	1.32
180-230	1.49
230-300	1.61
300-400	1.72
400-560	1.88
560-720	2.16
OVER 720K	2.67

4" Meter	
Base Rate (5K)	\$490.03
5-10	.78
10-15	.90
15-20	1.00
20-25	1.11
25-30	1.22
30-35	1.33
35-40	1.44
40-45	1.55
Over 45,000	1.66

4" Meter	
Base Rate (160K)	\$ 635.80
160-220	1.10
220-300	1.32
300-400	1.49
400-580	1.61
580-740	1.72
740-1120	1.88
1120-1440	2.16
Over 1440K	2.67

6" Meter		6" Meter	
Base Rate (5K)	\$845.61	Base Rate (320K)	\$1309.00
5-10	.78	320-400	1.10
10-15	.90	400-560	1.32
15-20	1.00	560-720	1.49
20-25	1.11	720-1040	1.61
25-30	1.22	1040-1540	1.72
30-35	1.33	1540-2240	1.88
35-40	1.44	2240-2920	2.16
40-45	1.55		
Over 45,000	1.66	Over 2920	2.67

BILLING DATES DURING WHICH CONSERVATION RATE IS EFFECTIVE:

<u>Cycle #1</u>	<u>Cycle #2</u>
4/15	4/30
5/15	5/31
6/15	6/30
7/15	7/31
8/15	8/31
9/15	9/30

Water Conservation Policies/Ordinances

The City has adopted a Culinary Water Shortage/Drought Management plan. It is a four stage plan and can be implemented to address a water shortage due to a short term supply issue or in response to drought conditions. Generally, the City Council, based on recommendation from Water Services Department staff enacts Stage One at the beginning of the summer season. As well as entering into Stage One the Council generally prohibits day time watering. Irrigation done with culinary water can only be completed between 8:00 pm and 8:00 am.

An advantage of using the plan versus an ordinance to implement time of day watering mandates is that it provides an opportunity to advertise the day time watering policy of the City on an annual basis. Because the news media picks up on the council agenda item dealing with entering into Stage One of the plan an opportunity to refresh the idea of water efficiency and conservation in the minds of our customers is created. It also gives the council and opportunity to support the conservation message promoted by staff.

Irrigation water use is not addressed in the management plan for several reasons.

- System production and storage is limited so there is not enough water to allow all customers to irrigation during the night hours.
- Some of the irrigation water is provided through shares in various irrigation companies. These companies determine watering schedules.

The City has adopted a Landscape Standard. While not adopted specifically as a conservation measure, it addresses some issues such as prohibiting turf on slopes of 30% or greater and encouraging use of plant material adaptive to this climate. It also requires a water audit within 30 days of installation of the landscape, this should help customers understand how much water their landscape will need by providing a suggested irrigation schedule both for during and after the establishment of the landscape.

Staff is drafting a water waste ordinance to present to City Council for approval. The ordinance will address excessive watering that result in run-off and impose a fine for those that don't correct the problem after multiple written warnings. The fine would be allocated to a revenue fund specifically to support conservation education efforts.

Water Conservation Coordinator

The City has had a fulltime Conservation Coordinator since 2003. It is a shared position with the Energy Services Department. The responsibilities of this position include, but are not limited to, community outreach and education and implementation of conservation strategies that result in a reduction of water and energy use.

Conclusion

The City of St. George has been successful in dropping per capita water use as well as using technology to improve the efficiency with which City facilities use water. Residents and businesses have responded favorably to the water wise/conservation message. The City plans to continue with the conservation effort, moving in the direction of improving the wise water use ethic that has begun.

APPENDIX A

DRAFT

Alliance for Water Efficiency Tracking Tool Analysis for
the City of St. George, Utah



May 15, 2013

The Alliance for Water Efficiency's Water Conservation Tracking Tool is an Excel based model that can be used to evaluate the water savings, costs, and benefits of conservation programs for a specific water utility. The process of evaluating the costs and benefits of potential efficiency programs is a critical step in planning effective programs. The Tracking Tool provides a user friendly interface and flexibility that allows users to project outcomes under various conditions.

With funding from the Walton Family Foundation, the Alliance for Water Efficiency used its Water Conservation Tracking Tool to analyze the costs and savings potential of a suite of water efficiency programs for the City of St. George, Utah. The analysis output is intended to provide planning support for the implementation of cost-effective water efficiency options in the City of St. George service area. The results presented in this report, and in the accompanying AWE Water Conservation Tracking Tool, do not represent specific recommendations. Rather, the information is presented to inform the planning and decision making process, provide insight into savings potential, and to equip the city with a powerful decision support tool.

This document describes the modeling process, provides results of the Tracking Tool run, discusses greenhouse gas reductions and potential revenue impacts associated with water efficiency programs, and ends with a conclusion. The accompanying Tracking Tool file and User Guide should also be referenced for more information. Twelve water efficiency programs were evaluated for the City of St. George. The service area assumptions are discussed in the next section, which is followed by a description of each water efficiency program. The Alliance for Water Efficiency worked with the City of St. George and conducted its own research to obtain input data.

Service Area Assumptions

The Tracking Tool requires a variety of data inputs that can be thought of in two primary groups: (1) inputs that provide information about the service, and (2) area inputs that define the parameters of the planned water efficiency programs. The service area assumptions are entered on the Common Assumptions, Specify Demands, Avoided Costs, and Utility Costs and Benefits worksheets. It would be excessive to list each data point, but some of the more pertinent inputs are described in this section.

The Common Assumptions worksheet contains demographic, weather, water sector, and price data. The first data input required by the Tracking Tool is a population forecast, which AWE obtained from the Utah Governor's Office of Planning and Budget. As can be seen in Table 1, the population is projected to increase from 77,270 in 2012 to 214,888 in 2050 (an increase of 178 percent over 38 years).

City of St. George Population Forecast				
2012	2020	2030	2040	2050
77,270	94,763	128,756	168,054	214,888

Table 1: City of St. George Population Forecast

Other notable service area assumptions include an interest rate of 4 percent and an inflation rate of 3 percent. Overall costs and benefits were set to be expressed in 2013 dollars. May 1st was selected as

the peak season start date and October 30th was selected for the peak season end date. Reference evapotranspiration was entered as 33.79 inches per year with 8 inches of precipitation. The water customer classes entered were residential, commercial, industrial, government, and wholesale. All sectors were assigned a water rate of \$1.22 per 1,000 gallons, except the Industrial class which was set to \$1.66. Wholesale rates were not factored into the analysis and were only referenced to characterize the demand profile.

The water demand forecast was projected using the Tracking Tool's built-in calculator that relies on population growth rates to estimate future water use. This requires the user to enter a peak (35.17 MGD) and off-peak (13.60 MGD) average demand for the base year (2012). This generated an annual average of 24.35 MGD. The total number of accounts for each customer class and the associated demand share are entered here as well. The residential sector dominates total consumption at 61 percent, with the remainder of demand being 16 percent commercial, 7 percent industrial, 0.8 percent government, 7.2 percent wholesale, and 8 percent non-revenue water. Figure 1 illustrates the customer class demand shares.

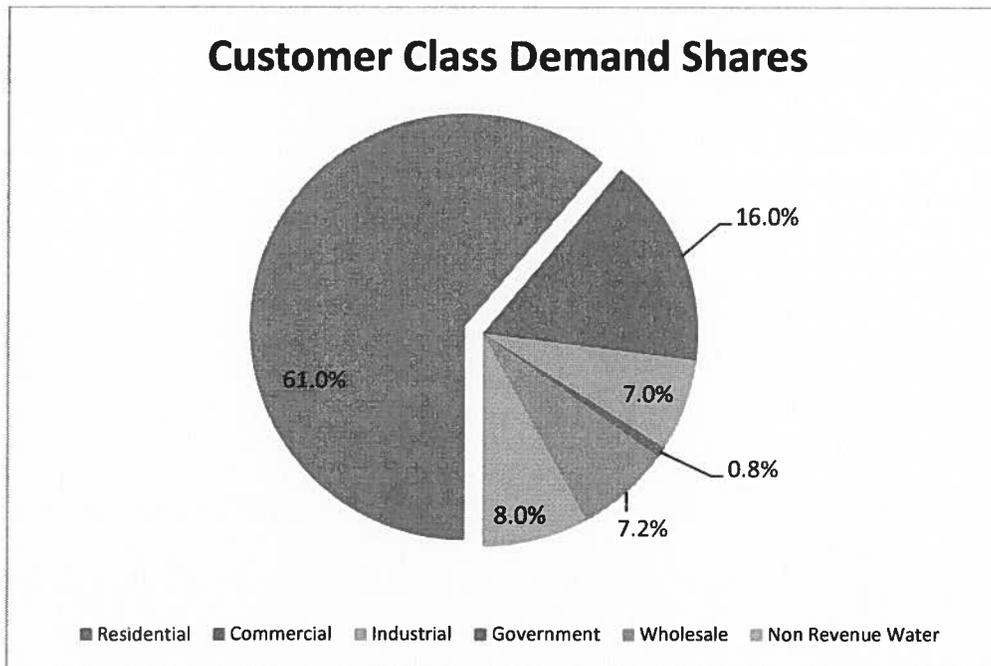


Figure 1: Customer Class Demand Shares

Avoided costs are critical inputs for the AWE Tracking Tool, without them it would be impossible to quantify benefits. The short run avoided costs for the City of St. George were entered as \$840/MG for water purchases with an expected 3 percent nominal rate of increase per year, and \$180/MG for energy for transmission, treatment, and distribution, which also assumed a 3 percent nominal rate of increase per year. On the wastewater side, it was assumed that it costs \$1,250/MG for energy for transmission, treatment, and discharge. The Tracking Tool estimated that the City of St. George would exceed its

current capacity of 58 MGD by 2028 and need to add 39 MGD.¹ It was estimated this expansion would cost \$818,181 per MGD. This number was derived from the Peoria, AZ *Water, Wastewater & Solid Waste Expansion Fee Study*.² It was the closest community to St. George for which the project team could find comparable water storage expansion cost estimates.

Any annual overhead costs pertaining to the management and implementation of the complete suite of programs were entered on the Utility Cost and Benefits tab. For 2014-2018 it was assumed that overhead costs will be incurred at \$60,000 per year for staff and \$5,000 per year for marketing and outreach. These costs are not factored into individual programs, but do impact the net present value for the sum of all programs (see Utility Costs and Benefits worksheet row 198).

Water Efficiency Programs Investigated

The portfolio of efficiency programs included in this analysis target the residential, commercial, and industrial sectors. Following the list of 12 programs is a description of the assumptions and results of each of the programs. The summary contains a table of all programs for quick reference.

1. Residential High-Efficiency Toilets
2. Residential Low-Flow Showerheads
3. Residential High-Efficiency Clothes Washers
4. CII 1/2 Gallon Urinals
5. CII Valve-Type High-Efficiency Toilets
6. CII Laundromat
7. CII Pre-Rinse Spray Valve
8. CII Dishwasher
9. Residential Turf Replacement
10. CII Cooling Tower
11. Hotel Low-Flow Showerhead
12. Hotel 3.5 gpf Toilet to High-Efficiency Toilet Retrofit

Residential High-Efficiency Toilets

High-efficiency toilet replacement programs can reduce residential water consumption significantly, particularly if the toilets being replaced were installed prior to January 1, 1994 (the date the Energy Policy Act of 1992, which created a maximum flush volume of 1.6 gallon per flush for toilets, went into effect). The predicted savings in the model assume a 3.5 gpf toilet is being replaced by a fixture with a 1.28 gallon flush volume and the estimated annual savings per fixture is 10,453 gallons, with a rebate level of \$75 and a processing cost of \$50.³ It was estimated that 1,000 fixtures would be rebated per

¹ The model sets the capacity increment by taking the difference between current system peak capacity and the peak capacity needed to meet demands 20 years from the year in which current system capacity equals peak period demand.

² Peoria, AZ *Water, Wastewater & Solid Waste Expansion Fee Study*

http://www.peoriaaz.gov/uploadedFiles/Peoriaaz/Departments/Budget/Final_Expansion_Report_10-31-07.pdf

³ Current St. George toilet rebate is \$75.

<http://www.sgcity.org/conservation/Residential%20Toilet%20Rebate%20Application.pdf>

year for 2014, 2015, 2016, 2017, and 2018 for the residential sector. The residential sector contains both single-family and multifamily housing.

This measure predicts a benefit cost ratio of 4.48 which is quite high. Raising the rebate level may result in greater participation while maintaining a positive benefit cost ratio. Careful attention should be paid to the other assumptions such as program start-up costs and overhead. Additionally, the city may wish to have a direct installation program to insure toilets are properly installed and fitted, and that only 3.5 gpf or greater are being replaced. Having a direct installation program would increase the costs but would add reliability to the estimated benefits. The B/C ratio of 4.48 indicates there is room to increase costs for the high-efficiency toilet program and maintain cost-effectiveness. A direct installation program for toilets could be combined with a showerhead program and/or a residential survey. It is estimated that this program will provide an average annual savings of 25.89 million gallons.

The WaterSense program labels high-efficiency toilets, and there are a wide variety of models that the city can rely on to provide efficient flush volumes and high performance.⁴

Residential Low Flow Showerheads

Residential low-flow showerheads represent a common water efficiency program option. A savings per showerhead of 2,062 gallons per year was assumed, with a per-unit cost of \$15 to the utility (including price of showerhead and processing). The cost of \$15 per showerhead may be on the high side but assumes the purchase of a quality fixture that users will enjoy and continue to use. It is important to note that showerheads can easily be removed (or never installed, if provided as a give-away). The below savings estimates and B/C ratio assume 100 percent installation and use. The city may wish to install showerheads as part of a residential survey program, or in combination with a HET direct installation program.

It is important to be aware of the increasing potential for thermal shock (which may cause sudden movement and result in a fall) and scalding when using showerheads that have a flow rate less than 2.5 gpm. For more information on this please see the following resources:

- WaterSense Specification for Showerheads Supporting Statement (pages 6 & 7): http://www.epa.gov/WaterSense/docs/showerheads_finalsupstat508.pdf
- Plumbing Engineer Feature on Safety and Low Flow Showerheads: http://www.plumbingengineer.com/dec_10/showers_feature.php
- American Society of Sanitary Engineering (2012) Scald Hazards Associated with Low-Flow Showerheads: <http://www.asse-plumbing.org/Scaldhazards.pdf>
- Alliance for Water Efficiency Residential Shower and Bath Introduction: http://www.a4we.org/Residential_Shower_Introduction.aspx

It was estimated that 1,000 fixtures would be installed per year for 2014, 2015, 2016, 2017, and 2018 for the residential billing sector. The benefit cost ratio is calculated to be 2.36, indicating that this will be a

⁴ WaterSense Labeled Toilets <http://www.epa.gov/WaterSense/products/toilets.html>

cost-effective program. The average annual savings of this program are estimated to be 1.48 million gallons.

Residential High-Efficiency Clothes Washers

High-efficiency clothes washer programs are often found to be a cost-effective solution to reduce service area water demands, and were included in this assessment. It was estimated that each clothes washer replaced would save 7,043 gallons per year at a cost of \$150 per unit to the utility (\$100 rebate and \$50 processing cost). Five hundred clothes washers were projected to be rebated in the years 2014, 2015, 2016, 2017, and 2018 for a total of 2,500 units. The benefit cost ratio is calculated to be 1.11, indicating the benefits slightly outweigh the costs. The average annual savings of this program are estimated to be 12.91 million gallons, with a useful life of 11 years.

New federal standards were adopted on May 31, 2012 and take effect in 2015, with increasingly efficient standards taking effect in 2018.⁵ Therefore if a residential clothes washer program is employed, it should be continually reevaluated as the new standards begin to avoid free-ridership.⁶

CII 1/2 Gallon Urinals

Water consumption associated with urinals is often significant in commercial and institutional settings. This program was included to take advantage of the possible savings opportunities that can occur when replacing inefficient urinals with 0.5 gallon per flush models. (The current federal standard is 1.0 gallon per flush.) It was assumed each urinal retrofit would result in 6,206 gallons saved per year at a cost of \$150 per urinal to the utility. The cost includes a \$100 for the rebate and \$50 for processing.⁷ The average annual savings of this program are estimated to be 1.34 million gallons, with a useful life of 25 years. The B/C ratio is calculated to be 1.99. Fifty urinal replacements were planned for the years 2014-2018 for a total of 250.

There are a variety of WaterSense labeled urinals to choose from, ensuring accurate flush volume estimates and excellent performance.⁸

CII Valve-Type High-Efficiency Toilets

Replacing toilets with more efficient models in commercial buildings offers a great opportunity for savings. A single HET retrofit in a commercial setting is estimated to save 11,441 gallons per year, which is 9.5 percent greater than the assumption used in this analysis for a residential retrofit (10,453 gallons per year). It was assumed each toilet retrofit would cost the utility \$225 for the fixture and \$50 for

⁵ Federal Register (May 31, 2012) Energy Conservation Program: Energy Conservation Standards for Residential Clothes Washers - <https://www.federalregister.gov/articles/2012/05/31/2012-12320/energy-conservation-program-energy-conservation-standards-for-residential-clothes-washers>

⁶ 2012-05-31 Energy Conservation Program: Energy Conservation Standards for Residential Clothes Washers; Direct final rule. <http://www.regulations.gov/#!documentDetail;D=EERE-2008-BT-STD-0019-0041>

⁷ Current rebate amount is \$100

<http://www.sgcity.org/conservation/Commercial%20Urinal%20Rebate%20Application%207.12.pdf>

⁸ WaterSense Urinals <http://www.epa.gov/watersense/products/urinals.html>

processing. One hundred replacements were planned per year from 2014-2018. The average annual savings of this program are estimated to be 2.83 million gallons. Under the current model parameters, the program is expected to be cost-effective with a B/C ratio of 2.20.

There was previously some trepidation in recommending the use of high-efficiency flushometer toilets in commercial buildings, due to some potential issues with drainline carry. WaterSense, for example, has yet to develop a specification for flushometer HETs. The Plumbing Efficiency Research Coalition (PERC) recently completed its project, *The Drainline Transport of Solid Waste in Buildings* and recommended that WaterSense move forward with a specification for flushometer HETs.⁹

CII Laundromat

This program relates to the replacement of inefficient family sized commercial washing machines that are found in laundromats and in multifamily common area laundry facilities. Each replaced clothes washer is estimated to save 31,435 gallons per year at a cost of \$370 per unit to the utility (\$320 rebate plus \$50 for rebate administration and processing). The savings per machine is much higher than the expected saving for a residential unit (7,043 gallons per year) due to the higher frequency of use. A modest 25 machines were planned to be replaced per year for 2014, 2015, 2016, and 2017. Average annual water savings resulting from this program are 2.36 million gallons with a useful life of 9 years. The B/C ratio of 1.58 suggests the benefits are expected to exceed the costs.

CII Pre-Rinse Spray Valve

Pre-rinse spray valves (PRSV) are commonly used in commercial kitchens to rinse food and other debris from plates before they are put in a dishwasher. A traditional PRSV uses high volumes of water, usually 2 to 5 gpm.¹⁰ The U.S. national standard requires PRSV's to use no more than 1.6 gpm. A high-efficiency PRSV uses less than 1.3 GPM and removes food residue faster than the traditional PRSV. Not only is the water flow rate reduced, the PRSV operator spends less time rinsing the same amount of dishes. Programs that seek to replace old and inefficient PRSV's have the potential to save large amounts of water.

The program entered in the Tracking Tool assumes each replaced unit will result in an average savings of 28,285 gallons per year. The cost of the replacement to the utility is expected to be \$150 with a \$2,000 initial start-up cost. It was estimated that 50 PRSV's would be installed per year from 2014-2018 for the commercial sector. The benefit cost ratio is calculated to be 3.73, indicating that this will be a cost-effective program. The average annual savings of this program are estimated to be 1.22 million gallons.

⁹ Plumbing Efficiency Research Coalition (2012) *The Drainline Transport of Solid Waste in Buildings*
http://www.a4we.org/uploadedFiles/Resource_Center/Library/residential/toilets/Drainline-Transport-Study-PhaseOne.pdf

¹⁰ Alliance for Water Efficiency Commercial Dishwasher Introduction -
http://www.allianceforwaterefficiency.org/commercial_dishwash_intro.aspx?terms=pre+rinse

CII Dishwasher

Dishwashers are often the most water intensive component of a commercial food operation and consume a great deal of energy due to the use of hot water. Because of this, commercial dishwashers are a great water using appliance to target with an efficiency program. The long life (20-25 years) of dishwashers, coupled with the high water and energy savings potential, allows a great return on investment for the utility and the consumer. The modeling assumptions for this program included a savings of 57,757 gallons per year for each dishwasher replaced and a cost of \$1,000 per unit to the utility. The program is forecasted to replace 15 units per year from 2014-2018 for a total of 75, and generate 3.61 million gallons of savings annually with a benefit cost ratio of 2.33.

Residential Turf Replacement

How common is residential turf in St. George and what is the willingness of customers to replace it with a xeriscaped surface? These are important factors in determining whether or not a turf replacement program is worth pursuing. The turf replacement program scripted in the Tracking Tool did not produce cost-effective results. This can be adjusted to determine a cost that will produce adequate benefits, or the program can be included as is and be offset by other efficiency investments.

The turf program entered in the Tracking Tool assumes each replaced unit will result in an average savings of 34,656 gallons per year. The cost of the replacement to the utility is expected to be \$972 with a \$2,000 initial start-up cost.¹¹ It was estimated that the utility would replace 5 residential turf areas in 2014, 2015, 2016, and 2017. The benefit cost ratio is calculated to be 0.32, indicating that this will not be a cost-effective program. The average annual savings of this program are estimated at 0.53 million gallons with a useful life of 10 years.

CII Cooling Tower

Cooling towers are commonly used in central cooling systems for buildings, for refrigeration, cold storage facilities, dry cleaning, medical equipment, manufacturing and industry. Cooling towers remove heat from the air and equipment and require large amounts of water even when well maintained. Significant quantities of water can be wasted when they are not maintained properly, the equipment is inefficient, or there are leaks.

The program scripted for this assessment involves reducing water consumed by cooling towers with the use of conductivity controllers and efficient management practices. It was estimated that 10 cooling towers would be retrofitted per year for 2014, 2015, 2016, and 2017 for the industrial sector at a cost of \$625 per unit. The B/C ratio is calculated to be 3.46, indicating that this will be a cost-effective program. The average annual savings of this program are estimated at 5.25 million gallons with a useful life of 5 years.

¹¹ Model assumes a cost of \$0.45/sqft of turf area, and an average turf area of 2,160 sqft.

Hotel Low Flow Showerhead and Hotel 3.5 gpf Toilet to High-Efficiency Toilet Retrofit

Two hotel programs were looked at as possible water demand management measures for the commercial sector. St. George has many hotels with a substantial occupancy rate, and can reduce water consumption by replacing inefficient showerheads and toilets with efficient fixtures.¹²

50 replacements were projected per year from 2014–2018 for a total of 250. The toilet program savings estimates are based on the replacement of 3.5 gpf toilets with 1.28 gallon per flush HETs. The showerhead replacement savings assume a 3.0 gpm showerhead is being replaced with a 2.5 gpm model. Because the Tracking Tool does not contain a program for hotels, some assumptions were made to estimate the annual savings per fixture. Table 2 contains these assumptions which work out to an estimated savings of 4,862 gallons per year for toilets and 1,752 gallons per year for showerheads. The average annual savings are estimated to be 0.17 million gallons for the showerhead replacements and 1.17 million gallons for the toilet retrofits, with B/C ratios of 3.19 and 6.07 respectively.

Hotel Fixture Replacement Program Savings Assumptions		
Occupancy Rate	60%	
Avg Guests/Room	2.0	
Toilet Savings Estimates		
Flush Rate	5	Flushes/Guest/Day
Assumed Flush Volume (pre retrofit)	3.5	Gallons
Flush Volume (post retrofit)	1.28	Gallons
Daily Savings	22.2	Gallons
Annual Savings	4,862	Gallons
Shower Savings Estimates		
Shower Use Duration	8	Minutes/Guest/Day
Assumed Flow (pre retrofit)	3	Gallons
Flow (post retrofit)	2.5	Gallons
Daily Savings	8.0	Gallons/Day
Annual Savings	1,752	Gallons

Table 2: Hotel Showerhead and Toilet Retrofit Savings Assumptions.

Results

The City of St. George has relatively high wholesale water purchase costs at \$840 per one million gallons. Because of the high wholesale price of the City’s water, efficiency programs have a high probability to produce benefits that outweigh the costs. Water efficiency programs also reduce costs associated with wastewater treatment. There are considerations beyond just the short run avoided water purchase and treatment costs. St. George’s population is expected to more than double by 2040, which will require additional water supply and capacity. While updating and improving infrastructure is not completely avoidable due to natural deterioration, significant costs can be avoided by lowering the need for capacity expansion. Water efficiency programs may be absolutely necessary to sustain future population and economic growth.

¹² The Salt Lake Tribune
<http://www.sltrib.com/sltrib/money/53367714-79/percent-utah-hotel-occupancy.html.csp>

In total, 12 water efficiency programs were entered into the AWE Water Conservation Tracking Tool. Two toilet programs top the list in terms of cost-effectiveness. The first is a residential HET program and the second is an HET replacement program for hotels. Contributing to the cost-effectiveness is the relatively low rebate amount of \$75. Increasing this rebate would add costs, but may increase participation. The city may wish to invest in a direct installation program that will ensure fixtures are properly installed. This could be combined with a survey program and showerhead installation program. These are the types of considerations that should be given to any efficiency programs selected for implementation.

Activity	Annual per Unit Savings (gal)	Total Program Unit Activity 2014-2018	Utility Cost per Unit	Program Start-up Cost	Present Value Benefit	Present Value Cost	Net Present Value	B/C Ratio
Residential High-Efficiency Toilets	10,453	5,000	\$ 125	\$ 2,000	\$ 2,701,292	\$ 603,324	\$ 2,097,968	4.48
Residential Low-Flow Showerheads	2,062	5,000	\$ 15	\$ 2,000	\$ 175,223	\$ 74,125	\$ 101,098	2.36
Residential High-Efficiency Clothes Washers*	7,043	2,500	\$ 150	\$ 2,000	\$ 403,269	\$ 362,779	\$ 40,490	1.11
CI 1/2 Gallon Urinals	6,206	250	\$ 150	\$ 2,000	\$ 75,626	\$ 38,043	\$ 37,583	1.99
CI Valve-Type High-Efficiency Toilets	11,441	500	\$ 275	\$ 2,000	\$ 295,646	\$ 134,261	\$ 161,384	2.20
CI Laundromat	31,435	100	\$ 370	\$ 2,000	\$ 59,755	\$ 37,734	\$ 22,021	1.58
CI Pre-Rinse Spray Valve	28,285	250	\$ 150	\$ 2,000	\$ 141,916	\$ 38,043	\$ 103,873	3.73
CI Dishwasher	57,757	75	\$ 1,000	\$ 2,000	\$ 172,897	\$ 74,125	\$ 98,772	2.33
Residential Turf Replacement	34,656	20	\$ 972	\$ 2,000	\$ 6,547	\$ 20,756	\$ (14,210)	0.32
CI Cooling Tower	209,880	40	\$ 625	\$ 2,000	\$ 90,368	\$ 26,132	\$ 64,236	3.46
Hotel Low-Flow Showerhead	1,752	250	\$ 15	\$ 1,000	\$ 14,649	\$ 4,589	\$ 10,060	3.19
Hotel 3.5 gpf Toilet to High-Efficiency Toilet Retrofit	4,862	250	\$ 75	\$ 1,000	\$ 115,391	\$ 19,022	\$ 96,369	6.07
Subtotal Conservation Activities					\$ 4,252,578	\$ 1,432,934	\$ 2,819,644	2.97
Total With Overhead & Public Information**					\$ 4,252,578	\$ 1,722,303	\$ 2,530,276	2.47

*Not included in subtotal or total with overhead.

**Overhead includes \$65,000 per year from 2014-2018 for staff and marketing.

Table 3: Summary of Water Efficiency Programs

Table 3 suggests the 12 water efficiency programs evaluated via the AWE Water Conservation Tracking Tool will produce benefits that exceed the costs. The benefits produced from the scripted water efficiency programs are from avoided variable supply and wastewater costs. The programs did not produce a capacity benefit in this example, but more aggressive and sustained effort would likely change that. With overhead costs included, the benefits outweigh expenditures by \$2,530,276 with a B/C ratio of 2.47. The overall cost-effectiveness is important to consider because it may provide headroom to invest in measures that are predicted to have costs that outweigh the benefits. Funding measures with B/C ratios of less than 1 could be advantageous if it were a program that increases interaction with customers (e.g., customer survey program) or a program that would offer marketing exposure (e.g., rebate for highly desired technology).

Activity	Sector	Annual Program Water Savings (kgal)*						
		2014	2015	2016	2017	2018	2019	2020
Residential High-Efficiency Toilets	Residential	10,453	20,567	30,354	39,827	49,000	47,431	45,925
Residential Low-Flow Showerheads	Residential	2,062	3,877	5,474	6,879	8,116	7,142	6,285
Residential High-Efficiency Clothes Washers	Residential	3,522	7,043	10,565	14,086	17,608	17,608	17,608
CII 1/2 Gallon Urinals	Commercial	310	621	931	1,241	1,552	1,552	1,552
CII Valve-Type High-Efficiency Toilets	Commercial	1,144	2,251	3,322	4,359	5,363	5,191	5,026
CII Laundromat	Commercial	786	1,572	2,358	3,144	3,144	3,144	3,144
CII Pre-Rinse Spray Valve	Commercial	1,414	2,687	3,833	4,864	5,791	5,212	4,691
CII Dishwasher	Commercial	866	1,733	2,599	3,465	4,332	4,332	4,332
Residential Turf Replacement	Residential	173	347	520	693	693	693	693
CII Cooling Tower	Industrial	2,099	4,198	6,296	8,395	8,395	6,296	4,198
Hotel Low-Flow Showerhead	Commercial	88	168	241	309	372	343	317
Hotel 3.5 gpf Toilet to High-Efficiency Toilet Retrofit	Commercial	243	486	729	972	1,216	1,216	1,216
Single-family Total		16,903	33,219	48,991	64,258	79,056	76,513	74,149
Small Commercial Total		5,841	11,496	16,981	22,312	24,617	21,738	18,927
Industrial Total		173	347	520	693	693	693	693
Total		22,918	45,062	66,492	87,263	104,366	98,944	93,770

*Program savings continue beyond 2020, see accompanying Tracking Tool file for more information.

Table 4: Annual Water Efficiency Program Water Savings

Table 4 shows the projected annual savings per program through 2020 and includes totals for all sectors. Savings from some conservation programs will extend beyond 2020 and can be viewed in the accompanying Tracking Tool file. Conversely, savings estimates for other programs may level off or begin to decline in Table 4. This is due to program activity ceasing and the useful life being reached. When comparing the amount of water saved by each measure it is important to note that the activity level (i.e., number of rebates/replacements) are very different for each program. For example, the turf replacement program has much lower savings estimates than the residential HET measure. However, the HET program is estimated to have 5,000 total replacements over the course of 5 years compared to 20 turf replacements. If the turf replacement program were deemed popular, cost-effective, and logistically feasible the number of replacements could be increased greatly (according to this analysis turf replacement is not cost-effective for this service area).

Greenhouse Gas Reductions

The water and energy connection has gained a lot of recognition in recent years, yet the reduction of energy consumption and greenhouse gas emissions is an often overlooked benefit of water efficiency programs. The amount of embedded energy in water, particularly on the water utility side, is not widely understood and can be difficult to quantify. In 2011 the Alliance for Water Efficiency added a greenhouse gas module to the Tracking Tool that estimates energy and greenhouse gas emission reductions resulting from efficiency programs and the plumbing code. Figure 2 illustrates the collective reduction in greenhouse gases through 2025 based on the scenario created for St. George. Tabular data is available in the Tracking Tool file provided with this report which also includes information on energy savings, value of energy savings, and specific greenhouse gas emission reductions.

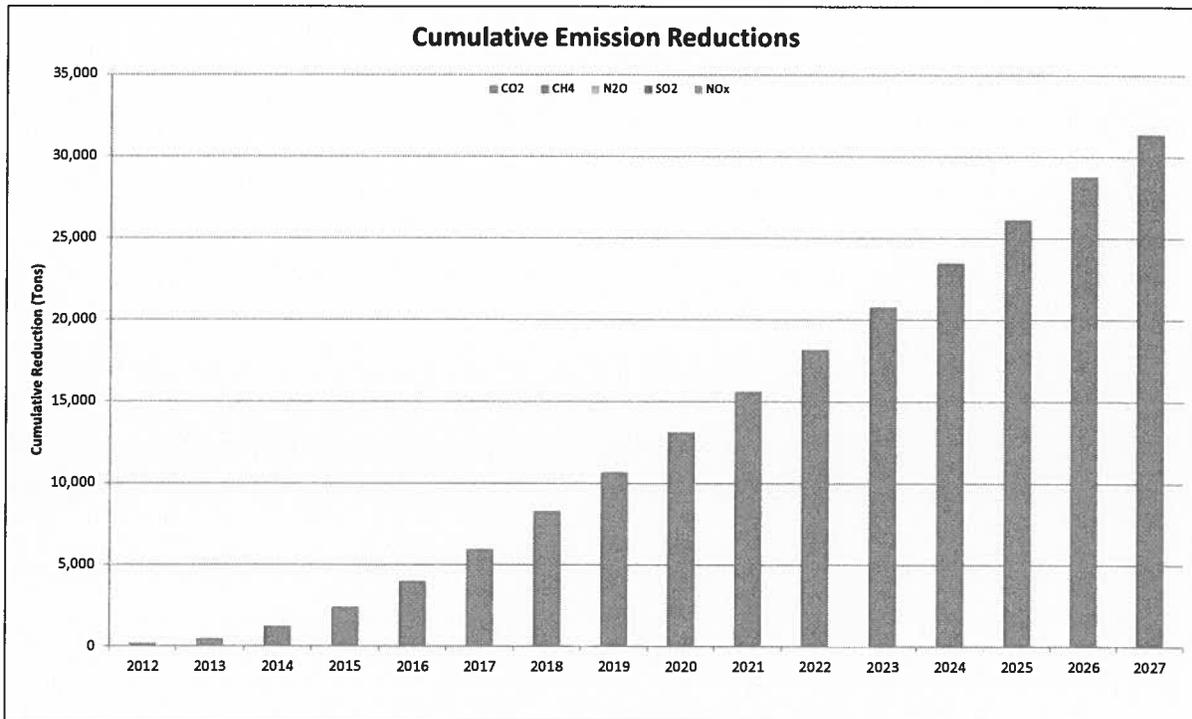


Figure 2: Cumulative Emission Reduction from Efficiency Programs

Potential Impact to Revenue

Planning water efficiency programs must include an evaluation of the potential changes to the utility's revenue requirement stemming from the recovery of the initial investment costs, and to accommodate any resulting reductions in demand. Other factors such as plumbing codes, weather, and economic conditions can also have an effect on revenue. Proper planning can avoid revenue shortfalls and the need to sharply raise rates and alienate customers. This topic is discussed extensively in the AWE *Declining Water Sales and Utility Revenues Summit Summary and White Paper*.¹³ Figure 3 displays the theoretical changing revenue requirement if all of the water efficiency programs are employed at the scripted costs and produce the estimated savings. There are two scenarios depicted in Figure 3. First, the blue bars show the changing revenue requirement if the utility pays for the water efficiency programs up front with cash. Second, the red bars show changing revenue requirements with 20-year debt financing.

¹³ AWE Declining Water Sales and Utility Revenues Summit Summary and White Paper
<http://www.allianceforwaterefficiency.org/Declining-Sales-and-Revenues.aspx>

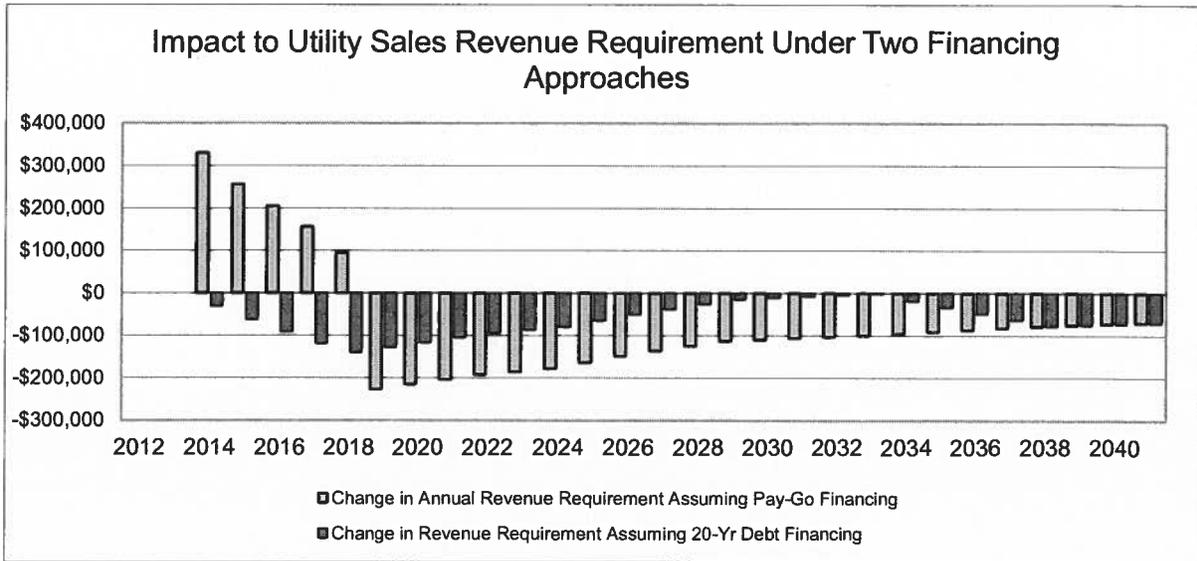


Figure 3: Impact to Sales Revenue Requirement

Figure 4 illustrates the impact to the average water rate per thousand gallons. If the water efficiency programs are paid for up front (blue line) with cash the utility would need to raise rates more sharply to meet revenue requirement than if a 20-year debt financing approach (red line) were used. The debt-financing option requires a raise in rates as well, but the average water bill is expected to be \$0.09 less per month. Customers who take part in the efficiency programs or otherwise reduce water use will have lower bills, while users that do not reduce water consumption will have slightly higher bills. The revenue impacts of the efficiency programs will change if the city elects to increase the level of activity, which will result in a higher investment and a larger reduction of water use (i.e., more money to recover and reduced sales). This is not necessarily a negative consequence, rather something that needs to be understood and managed.

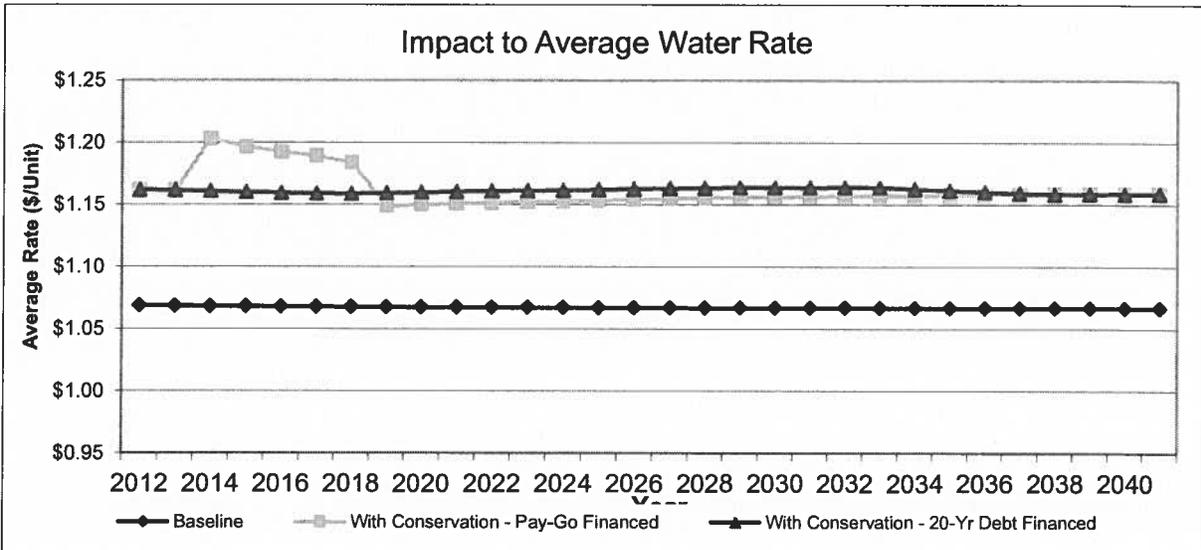


Figure 4: Average Impact to Water Rate

Conclusion

The results presented in this report can be used as an advanced starting point in the planning process. The City of St. George now has a copy of the AWE Water Conservation Tracking Tool that is fully populated with input data and scripted with efficiency programs. The Alliance for Water Efficiency highly recommends that the City of St. George staff utilize the Tracking Tool and further refine the parameters of the conservation programs and other data inputs as appropriate. City staff will know if programs are logistically feasible and practical in the culture of the service area. Variables such as initial start-up costs, overhead, rebate levels, and estimated savings can be changed with ease and the results will be recalculated automatically.

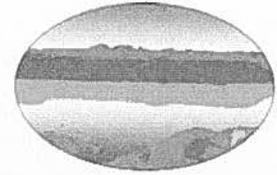
Financial inputs such as interest rates, inflation, water purchase and treatment costs, and customer billing rates may be susceptible to large fluctuations associated with any shifts in the overall economy. These inputs should be monitored and adjusted as appropriate. Additionally, the level of activity for each program should be evaluated by city staff, as they will likely have a better understanding of the market potential and saturation levels for various water efficient fixtures. The current estimates for number of rebates were set to be practicable and not overwhelming. Increasing the number of fixture replacements and retrofits will produce a greater, and perhaps more meaningful, level of savings. The Alliance for Water Efficiency can provide assistance to the City of St. George to facilitate continued use of the Tracking Tool and management of the data inputs as they change over time.

Water efficiency programs look to be a cost-effective option for the City of St. George. This report and accompanying Tracking Tool Excel file contain information that will empower the city to plan successful goal-based efficiency measures, and help avoid making costly mistakes.

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APPENDIX B

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**WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT**

Facts

From the Washington County Water Conservancy District

RED HILLS DESERT GARDEN BACKGROUND

The Red Hills Desert Garden (Garden) is being constructed to provide a demonstration of water-wise landscaping using native and low water use plants. The Garden will provide practical and reproducible examples of landscaping appropriate for our climate, tolerant of our local water quality, and wise in water use. Parking, restrooms, a pavilion, educational information, and other features will support workshops, fieldtrips, and visitors in general.

Partners:

The project is a collaborative effort between the Washington County Water Conservancy District (District), the City of St. George (City), Washington County (County) on behalf of the Washington County Habitat Conservation Plan (HCP) and the Virgin River Resource Management and Recovery Program (Program).

Need:

The District is committed to increasing water conservation and anticipates that the Garden will provide information in support of this effort. The City supports water conservation and also wishes to provide for the opportunity to enhance the existing park and trail features along Red Hills Parkway. The Program wishes to increase public knowledge and awareness of the local native and endangered fish.

Components:

The Garden will include a constructed stream supplied with Virgin River water from the nearby Skyline Pond. The stream will be stocked with local native fish and will include a fish viewing area and interpretive information. The constructed stream and all its associated features will be funded by the Program in an effort to complement and enhance the Garden and provide a singular opportunity to improve appreciation of endangered fish.

The HCP calls for an educational center and the County anticipates locating the center adjacent to the Garden to take advantage of the highly visible and visited location immediately adjacent to the tortoise reserve.

Funding:

Thousands of people are expected to visit the Garden annually and water savings resulting from the knowledge applied should more than pay for the costs of the Garden.

Funding will be provided by the partners through grants and other funding sources that may become available. The District allocates annual funding for water conservation activities and has been accumulating a fund over the years for demonstration garden educational activities. The District has already received a grant from the Utah Division of Water Resources and anticipates many donations of materials and labor necessary to complete the project. The Program is funding the stream through federal and state funds.

Costs incurred to date include \$34,452 for design of the native fish stream, \$64,907 for the construction of off-site storm water, sewer and water utilities to serve the garden and future education center, and \$318,037 for rough grading of the garden and the fish stream.

Collaborative contributions from the partners will include the following:

- The City provided the land for the project. The City will also provide landscape architecture design and civil engineering, staff to maintain the area, and water for the fish stream and Desert Garden.
- The District will provide employees for maintenance and will be responsible for utility costs not provided by the City. The Program will provide staff to care for the fish and their habitat. The Program has budgeted \$480,000 to finance the entire cost of the stream channel and the fish viewing area.

Decision Record:

The partners in the project have been working together to plan the Garden since 2008. Information has been disseminated and support gathered for the project through the public meeting process. The agencies hosting the public meetings include:

- Washington County Water Conservancy District
- St. George City Council
- Washington County Commission
- Red Cliffs Desert Reserve HCAC and the
- Virgin River Program.

Water Conservation:

The District has been actively pursuing water conservation since 1995 when it adopted its Water Conservation Plan. Since that time, water use has been reduced by 18%. Just in the last decade between 2000 and 2010, there was a 13% decrease in water usage. Education regarding outdoor landscaping is essential to help in the effort to build a water conservation ethic among the residents of Washington County. This project will enhance that public education process.

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

Date Submitted 2013-11-07 10:45:48

Applicant Phillip Solomon

Quick Title MOU with Verdi Energy re: Sunsmart expansion

Subject This is an MOU between the City and Verdi Energy regarding the possible expansion at the SunSmart facility by Verdi Energy. The kWh generator would be sold to a customer located in St. George.

Discussion Verdi Energy has proposed expanding SunSmart by partnering with a financial institution and a customer within the city, whether on SGESD or Dixie Escalante Electric service. Verdi Energy would procure the equipment and manage construction of the expansion. The SGESD will review and approve the design as well as inspect the construction to assure it is compatible with the existing facility and meet SGESD construction standards.

Cost \$0.00

City Manager Recommendation Appears to be a win/win, recommend approval.

Action Taken

Requested by Phillip Solomon

File Attachments [CityofSG MOU 10-28-13.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments The MOU has been sent to Legal for review.

Attachments [CityofSG MOU 10-28-13.pdf](#)



28 October 2013

Phillip T. Solomon, P.E.
Energy Services Director
City of St. George Energy Services Department
811 East Red Hills Parkway
St. George, Utah 84770

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to describe the key commercial terms for the development of solar energy systems by Manager (as defined below), such terms to be incorporated into a Development Agreement proposed to be entered into between Utility and Manager for each solar project. This Memorandum of Understanding is for discussion purposes only and does not represent an agreement by Verdi Energy Group, Inc., the City of St. George or any other person. Further, this Memorandum of Understanding is not meant to be, nor shall it be construed as, an attempt to define all terms and conditions of the proposed transaction. Rather, it is intended only to outline certain basic points of business understanding around which future discussions may be based. Any agreement would require an approval and satisfactory documentation.

1. System(s)	Photovoltaic electric generating systems to be installed at the City of St. George SunSmart solar site.
2. Manager	Verdi Energy Group, Inc., or its assigns.
3. Utility	City of St. George, or its affiliates.



<p>4. Conditions Precedent</p>	<p>Unless waived by Manager, Manager's obligations under each Development Agreement will be conditioned upon customary conditions precedent, including, without limitation, the following:</p> <p>No site conditions, construction requirements or change in law that would materially increase the cost of construction or would adversely affect the production of electricity from the System as designed.</p> <p>No material adverse change or condition that affects the creditworthiness of the Utility.</p> <p>Receipt of all governmental approvals required to construct the System.</p> <p>Ordinary and customary accommodations made by Utility for the benefit of a financing party, if applicable (e.g., acknowledgment and confirmation of financing party's interest and mortgagee release, if applicable).</p> <p>Provision by Utility of all resolutions or other documents evidencing Utility's authority and ability to perform under the Development Agreement.</p>
<p>5. Premises</p>	<p>City of St. George SunSmart solar site.</p>



<p>6. Utility Obligations</p>	<ul style="list-style-type: none"> • Utility will provide suitable and adequate land at the SunSmart solar site for development of the System, prepped and ready for development; • Utility will provide a no-cost, long-term land lease at the SunSmart solar site; • Utility will provide final approval of the engineering and design of the System, such approval not to be unreasonably withheld; • Utility will provide timely inspections during the construction of the System; • Utility will provide all operations and maintenance during the life of the completed System, at no cost to Manager; • Utility will provide power transmission, at no cost to Manager; • Utility shall work with Manager to facilitate the successful completion of the Project.
<p>7. Manager Obligations</p>	<ul style="list-style-type: none"> • Manager will provide a suitable financial partner for the System; • Manager will manage the development including engineering, procurement, and construction of the System; • Renewable Energy Credits (REC's) will be transferred to Utility as financial consideration for the land lease, transmission, and operations and maintenance services associated with the System; • Manager will identify City of St. George utility customers to participate in the Project.
<p>8. System Site Access</p>	<p>Utility will make customary environmental, adequacy, and ingress/egress representations with respect to the applicable System Site. Utility will provide indemnity protection with respect to such representations. Manager will indemnify the Utility with regard to System Site Access.</p>



<p>9. Permits/Approvals</p>	<p>Manager and Utility shall work together to promptly make application for all permits, approvals and consents required for the construction, testing and operation of each System. The parties shall work together cooperatively to procure and maintain all necessary permits, approvals and consents.</p>
<p>10. Commercial Operation Date</p>	<p>The scheduled commercial operation date for each System will be the date that a System will begin delivery of solar power to Utility (such date, the "Commercial Operation Date").</p>
<p>11. Operations and Maintenance</p>	<p>Operations and Maintenance of the System shall be provided by the Utility.</p>
<p>12. Force Majeure</p>	<p>Neither Utility nor Manager shall be considered to be in default in the performance of its obligations to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event. "Force Majeure Event" means any circumstance not within the reasonable control of the party affected. Without limiting the generality of the foregoing, Force Majeure Events include, but are not limited to, strikes or other labor disputes, other than strikes or labor disputes solely by employees of the party declaring the Force Majeure Event or as a result of such party's failure to comply with a collective bargaining agreement; supply shortages; adverse weather conditions and other acts of God or nature; and riot or civil unrest.</p>

The Parties will use the terms set forth in this Memorandum of Understanding to use commercially reasonable efforts to negotiate a Development Agreement with a goal to complete such negotiations as soon as practicable. This Memorandum of Understanding shall not create a binding contract between Utility and Manager. Any agreement for the



ENERGY GROUP INC

development, engineering, procurement, and construction of solar energy systems is subject to negotiation and is contingent upon each party executing and delivering a definitive Development Agreement with acceptable terms and conditions. Neither Utility nor Manager will be obligated to proceed with the transactions described hereunder until the execution and delivery of such definitive Development Agreement.

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To indicate their respective companies' preliminary agreement to the terms of this Memo of Understanding, but without creating any legally binding obligation, the duly authorized officers of each company have signed this Memorandum of Understanding in the spaces indicated.

VERDI ENERGY GROUP, INC.

By: _____
Name: Mark Weston
Title: President

CITY OF ST. GEORGE

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

DRAFT

Agenda Item Number: **6E**

Request For Council Action

Date Submitted 2013-11-12 16:55:09

Applicant PC

Quick Title PC report from Nov 12, 2013

Subject Consider the report from the Planning Commission meeting held Nov. 12, 2013.

Discussion The PC agenda for Nov 12th contains 2 preliminary plats, 2 final plats, 1 final plat amendment, 4 zoning related public hearings, and 2 CUP requests (one for a cell tower replacement, and the other for a towing/impound yard in the St George Industrial Park at 405 N. Park Street.) The CUP requests are listed separately on the agenda.

Cost \$0.00

City Manager Recommendation Couple of preliminary plats and a final plat with a couple of CUP's.

Action Taken

Requested by

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

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

PLANNING COMMISSION REPORT: NOVEMBER 12, 2013
CITY COUNCIL MEETING: NOVEMBER 21, 2013

1. **PUBLIC HEARINGS TO BE ADVERTISED FOR DECEMBER 5, 2013**

- A. Consider a request for a zone change from RCC (Residential Central City) to AP (Administrative Professional) for 1.94 acres located on the northeast corner of **200 East Street and 600 South Street**. The applicant(s) are IHC Health Services, Inc. (Intermountain Healthcare) and the LDS Church and the representative is Mr. Clay Tolbert, Southwest Consulting Services. Case No. 2013-ZC-014 (Staff – Ray S.)
- B. Consider a request for a zone change from AP (Administrative Professional) to C-4 (Central Business District Commercial) on 0.35 acres located at **214 East Tabernacle Street**. The owner and applicant is Mr. Martin Lustig. Case No. 2013-ZC-015 (Staff – Ray S.)

2. **FINAL PLATS (FP)**

- A. Consider approval of a final plat of for “**Clear Valley Farms Subdivision**” a seven (7) lot residential subdivision plat. The representative is Mr. Scott Woolsey, Alpha Engineering. The property is zoned R-1-10 (Single Family Residential Estates 10,000 square foot minimum lot size) and is located at approximately 1070 South Street and Morningside Drive (west of Cox Park and north of Heritage Elementary School). Case No. 2013-FP-065. (Staff – Todd J.)
- B. Consider approval of a final plat of for “**Escalera Phase 5**” a fourteen (14) lot residential subdivision plat. The representative is Mr. Bob Hermandson, Bush and Gudgell. The property is zoned RE-12.5 (Residential Estate 12,500 square foot minimum lot size) and is located at approximately 1960 East Street and 1200 North Circle. Case No. 2013-FP-055. (Staff – Todd J.)

3. **FINAL PLAT AMENDMENT (FPA)** *(Public hearing 5:00 P.M.)*

- A. Consider approval of “**Lot 95 and 96 of Sunset Plateau Phase 3 and Lot 29 of Sunset Plateau Phase 1B**” a lot line adjustment between two recorded residential Final Plats (Final Plat Amendments). The representative is Mr. Bob Hermandson, Bush and Gudgell. The zoning is R-1-8 (Single Family Residential Estates 8,000 square foot minimum lot size and is located at 759 Dusk Drive (Lot 29), 754 Northstar Drive (Lot 96), and 730 Northstar Drive (Lot 95). Case No. 2013-LRE-025 (Staff – Todd J.).

- B. Consider approval of “**Sage Meadows Phase 2 Amended**” an eighteen (18) lot residential subdivision. The representative is Mr. Scott Woolsey, Alpha Engineering. The zoning is R-1-10 (Single Family Residential Estates 10,000 square foot minimum lot size and is located at approximately 2950 East and 2000 South (east of the near Crimson View Elementary School). Case No. 2013-FPA-069 (Staff – Todd J.)

4. **PRELIMINARY PLAT (PP)**

Consider approval of a preliminary plat for “**Chaco West Phase 3**” an eighteen (18) lot residential subdivision. The applicant is Double Dragon Investment, LLC and the representative is Mr. Brett Henke, KUMA Engineering. The property is zoned PD-R (Planned Development Residential) and is located along Tacheene Drive in the Entrada development on the border of St. George and Santa Clara which is located in Section 4 Township 42 South Range 16 West. Case No. 2012-PP-042 (Staff – Wes J.).

5. **CONDITIONAL USE PERMITS (CUP)**

- A. Consider a request from **Sprint** for a conditional use permit to upgrade infrastructure and replace an existing forty-six foot (46’) tall monopole tower (that does not meet structural standards) with a new forty-two foot (42’) tower. For approximately six months there will be two towers located on site until the old one is removed. The site is generally located at 700 N 1500 E. Case No. 2013-CUP-015. (staff – Ray S.)
- B. Consider a request for a Conditional Use Permit to establish a **towing and impound** yard in the St George Industrial Park. The zoning is M-1 (Industrial). Located at 405 N Park Street. The applicant is Mr. Sam Andrus. Case No. 2013-CUP-017 (Staff – Ray S.).

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

- A. Withdrawn by the applicant was a request for a zone change amendment to the Planned Development Zone for the “**Ledges**” development located on north Highway 18 at 1585 Ledges Parkway. The requested amendment included proposed changes to the land use plan and a proposal to allow short term residential rentals in a portion of the development. Case No. 2013-ZCA-016 (Staff – Bob N.)
- B. Tabled was a request for a zoning regulation amendment to the City Zoning Regulations, Title 10, Sections 10-10-5.K and 10-8-7.G to allow the City Council to waive the ground floor commercial requirement in **mixed-use projects** for buildings with obstructed visibility from the public street. The applicant is the City of St George and the representative is Mr. Bob Nicholson. Case No. 2013-ZRA-008 (Staff – Bob N.) The Planning Commission requested that staff develop standards and criteria in addition to visibility and to return to a future PC meeting for further consideration.

- C. Tabled was a request for a zoning regulation amendment to the City Zoning Regulations, Title 10, Section 10-18-3.C to **modify the corner lot fence requirements** to allow a fence or wall to be built on the property line along the street side yard subject to certain standards. The applicant is the City of St George and the representative is Mr. Bob Nicholson. Case No. 2013-ZRA-009 (Staff – Bob N.). The Planning Commission requested that staff develop a more detailed description of the allowable fence area (define see-thru and percentages, clarify safety issues, etc.) and to return to a future PC meeting for further consideration.
- D. Tabled was a request for approval of a preliminary plat for “**Meadow Valley Estates Phase 4**” a seven (7) lot residential subdivision. The applicant is Development Solutions Group and the representative is Mr. Logan Blake, Development Solutions. The property is zoned RE-12.5 (Residential Estate 12,500 square foot minimum lot size) and is located on the west side of Little Valley Road at the intersection of Mountain Ledge Drive. Case No. 2012-PP-041 (Staff – Wes J.).

This item was discussed for approximately 20 minutes and during that time the Planning Commission heard options for road alignment, neighborhood connectivity, master road plan considerations, road size, safety concerns, utility (power) requirements (69 KV), and comments from a neighborhood representative (Jason Wright) and the development representative (Brett Burgess). The Planning Commission asked the developer to research and provide documents pertaining to the power issues and to return at a future PC meeting.

Note that this area was also recently discussed at the November 7th City Council meeting when a zone change was approved (Case No. 2013-ZC-010) to change 1.77 acres from RE-20 to RE-12.5 and approximately 8 residents spoke regarding a cul-d-sac vs. a master planned thru way.

PCR ITEM 2A Final Plat

PLANNING COMMISSION AGENDA REPORT: 11/12/2013
CITY COUNCIL MEETING: 11/21/2013

FINAL PLAT

Clear Valley Farms Subdivision

Case No. 2013-FP-065

Request: Approval of a seven (7) Lot Residential Subdivision Final Plat

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

Property: Located at approximately 1070 South Street and Morningside Dr.
(west of Cox Park and north of Heritage Elementary 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.

PCR ITEM 2B

Final Plat

PLANNING COMMISSION AGENDA REPORT: 11/12/2013
CITY COUNCIL MEETING: 11/21/2013

FINAL PLAT

Escalera Phase 5

Case No. 2013-FP-055

Request: Approval of a 14 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 1960 East St. and 1200 North Circle

Zone: RE-12.5

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: 11/12/2013
CITY COUNCIL MEETING: 11/21/2013

FINAL PLAT AMENDMENT

Lot 95 & 96 of Sunset Plateau Phase 3 and Lot 29 of Sunset Plateau Phase 1B
Case No. 2013-LRE-025

Request: Approval of a Lot Line Adjustment between two recorded residential Final Plats (Final Plat Amendments)

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

Property: Located at 759 Dusk Dr. (Lot 29), 754 Northstar Dr. (Lot 96), and 730 Northstar Dr. (Lot 95)

Zone: R-1-8

Staff Comments: The purpose of this Final Plat Amendment is to adjust the lot lines between said lots to match existing fences and other structures as they have been built on the ground. The changes are as follows...Lot 29 increases from 10,975 sq/ft to 12,829 sq/ft, Lot 95 decreases from 11,464 sq/ft to 11,337 sq/ft, and Lot 96 decreases from 10,665 sq/ft to 8,938 sq/ft. Also the public utilities and drainage easement located between Lot 29 & 96 and also Lot 96 & 95 is vacated. No other changes to this Final Plat Amendment were made or intended.

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.

VEVORTS CERTIFICATE

MARGO L. BROWN, ST. GEORGE, UTAH DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR UNDER THE UTAH PROFESSIONAL LAND SURVEYING ACT, LICENSE NUMBER 7529 AS AUTHORIZED BY THE UTAH BOARD OF LAND SURVEYING. I HAVE REVIEWED THE ABOVE SUNSET PLATEAU SUBDIVISION PHASE 3 AND RECOMMEND SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE ON THIS 21 DAY OF December, A.D. 1991.

APPROVAL OF PLANNERS AND ZONING ADMINISTRATOR
I, BOB NICHOLSON, ST. GEORGE ADMINISTRATOR, HAVE THIS DAY REVIEWED THE ABOVE SUNSET PLATEAU SUBDIVISION PHASE 3 AND RECOMMEND SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE ON THIS 21 DAY OF December, A.D. 1991.

BOB NICHOLSON
ST. GEORGE, UTAH

APPROVAL OF THE PLANNERS COMMISSION

ON THIS 21 DAY OF December, A.D. 1991, THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE REVIEWED THE HERON SUNSET PLATEAU SUBDIVISION PHASE 3 AND FIND THAT IT COMPLES WITH THE REQUIREMENTS OF THE ST. GEORGE CITY'S PLANNING ORDINANCES AND BY THE SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.

Barbara Stettin
ST. GEORGE, UTAH

APPROVAL AND ACCEPTANCE BY ST. GEORGE CITY:

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH HAVE REVIEWED THE ABOVE SUNSET PLATEAU SUBDIVISION PHASE 3 AND FIND THAT IT COMPLES WITH THE REQUIREMENTS OF THE ST. GEORGE CITY'S PLANNING ORDINANCES AND BY THE SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH.



ST. GEORGE, UTAH

ENGINEER'S CERTIFICATE

I, HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE

DATE: 12-21-91
DWAYNE J. TERRY
CITY ENGINEER
ST. GEORGE, UTAH

ENGINEER'S CERTIFICATE

ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SURVEYED INTO LOTS AND STREETS TO BE HERENAFTER KNOWN AS SUNSET PLATEAU SUBDIVISION PHASE 3 DO HEREBY DEDICATE FOR THE USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. ALL LOTS, STREETS AND EASEMENTS AS NOTED AND SHOWN.

WE, THE UNDERSIGNED, HAVE HERETO SET OUR HANDS THIS 20 DAY OF December, 1991.

DEAN I. TERRY INVESTMENTS
A UTAH CORPORATION

Dean I. Terry
DEAN I. TERRY (SEC.)

COMPLETION:

OF UTAH } SS.
Y OF WASHINGTON } SS.

IS 20 DAY OF Dec, A.D. 1991, PERSONALLY APPEARED DEAN I. TERRY, PRESIDENT OF DEAN I. TERRY INVESTMENTS (A UTAH CORPORATION) AND THAT THE HEREBY COMPLETED AND SIGNED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID CORPORATION EXECUTED THE SAME.

MISSION EXPRES:

Dean I. Terry
DEAN I. TERRY

IN WASHINGTON COUNTY, UTAH.

CURVE DATA

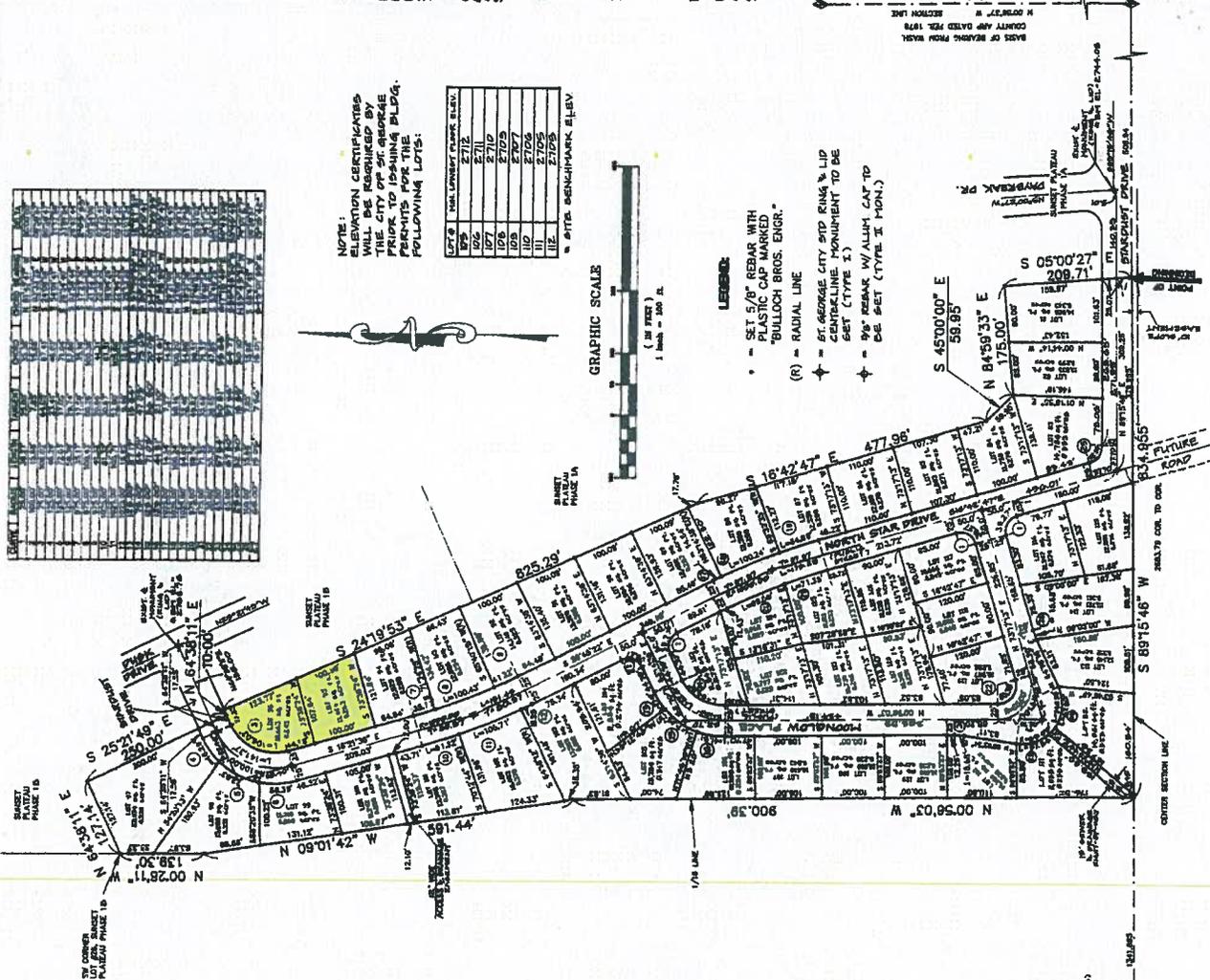


NOTE: ELEVATION CERTIFICATES WILL BE FURNISHED BY THE ENGINEER PRIOR TO ISSUING PLATS PERMITS FOR THE FOLLOWING LOTS:

Table with 2 columns: LOT # and ELEVATION BENCHMARK ELEV. Rows include lots 105 through 112.



- LEGS: SET 5/8" REBAR WITH PLASTIC CAP MARKED 'BULLDOCH BROS. ENGR.' (R) - RADIAL LINE ST. GEORGE CITY STD ENLS & LID CENTRALLINE MONUMENT TO BE SET (TYPE 2) 96" REBAR W/ ALUM CAP TO BE SET (TYPE 3 MON.)



RECORDED No. 22888
STATE OF UTAH, COUNTY OF WASHINGTON
RECORDED AND FILED AT THE REC. CLERK'S OFFICE
SOUTHERN UTAH TITLE CO.
DATE: 12-22-91, TIME: 10:00 AM, BOOK: 548
PAGE: 4300
WASHINGTON COUNTY



PCR ITEM 3B

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 11/12/2013
CITY COUNCIL MEETING: 11/21/2013

FINAL PLAT

Sage Meadows Phase 2 Amended

Case No. 2013-FP-069

Request: Approval of an 18 Lot Residential Subdivision Final Plat Amendment

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

Property: Located at approximately 2950 East and 2000 South (east of the new Crimson View Elementary)

Zone: R-1-10

Staff Comments: The purpose of this Plat amendment is to vacate a portion of 3000 East Street. This area as shown hereon is depicted by the cross hatched area. This area is intended to become part of Lots 9, 10, 15 & 16 and is to be used and maintained by the City of St. George as an easement for Roadway, Landscape and also Public Utilities. (See Note #9 for clarification).

Lot 9 originally had 11,031 s.f. and now has 12,517 s.f.

Lot 10 originally had 10,903 s.f. and now has 12,399 s.f.

Lot 15 originally had 10,413 s.f. and now has 11,227 s.f.

Lot 16 originally had 10,413 s.f. and now has 11,130 s.f.

No other changes were made or intended with this Plat.

Note 9 reads... The City of St. George retains the right to maintain the landscape strip without interference from the adjacent property owners and City retains the ability to remove the landscape strip in the future if it becomes necessary to widen the roadway along 3000 East Street.

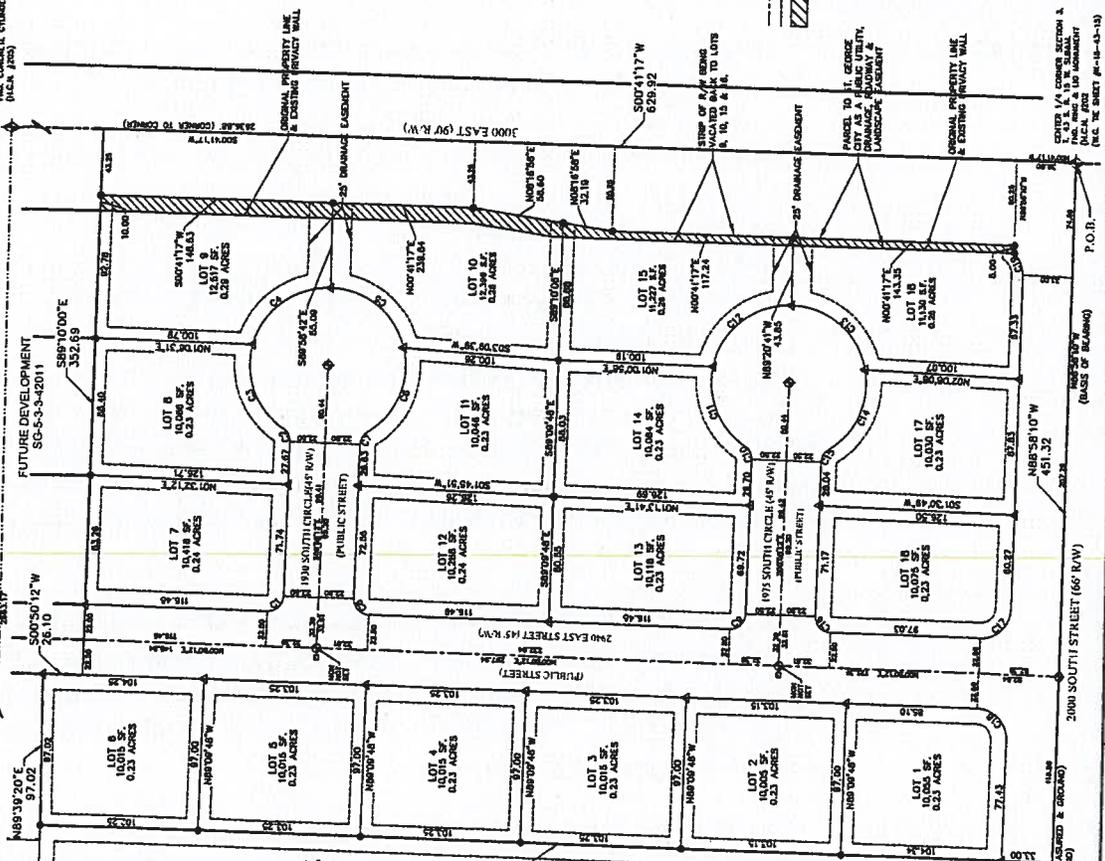
All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

SAGE MEADOWS SUBDIVISION, PHASE 2

A 18 LOT RESIDENTIAL SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, ST. GEORGE CITY, UTAH
 T-4 S. E. 13. W. S. 43A
 (1/4 AC. PER LOT)
 (1/4 AC. PER LOT)
 (1/4 AC. PER LOT)

NEARBY CORNER SECTION 3,
 T-4 S. E. 13. W. S. 43A
 (1/4 AC. PER LOT)
 (1/4 AC. PER LOT)



POOL RESTRICTION
 The subdivider hereby restricts the use of the swimming pool to the use of the swimming pool as a swimming pool. Any use of the swimming pool for other than swimming shall be prohibited. This restriction shall run with the land and shall be enforceable by any court of competent jurisdiction.

NOTE TO LOT OWNERS
 This subdivision is located within an unincorporated area which is not within the city limits of St. George, Utah. All lot owners shall be responsible for obtaining all necessary permits and licenses from the appropriate governmental agencies. The subdivider is not responsible for obtaining any permits or licenses. The lot owner shall be responsible for obtaining all necessary permits and licenses from the appropriate governmental agencies. The subdivider is not responsible for obtaining any permits or licenses.

**CRIMSON RIDGE
 ELEMENTARY SCHOOL
 SG-SAGM-1-1**

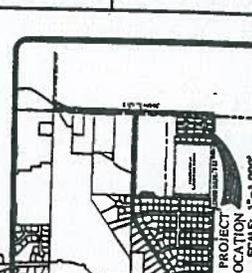
AMENDMENT NARRATIVE
 The purpose of this amendment is to correct a portion of the original subdivision plat. The original subdivision plat was recorded on 11/23/11 and contained an error in the description of the lots. This error was corrected by the City of St. George on 11/23/11. The original subdivision plat was recorded on 11/23/11 and contained an error in the description of the lots. This error was corrected by the City of St. George on 11/23/11.

Curve #	Length	Bearing	Delta
C1	15.87	10.00	87°10'24"
C2	8.88	10.00	87°10'24"
C3	61.28	10.00	70°14'17"
C4	84.84	10.00	70°14'17"
C5	84.84	10.00	70°14'17"
C6	84.84	10.00	70°14'17"
C7	84.84	10.00	70°14'17"
C8	15.74	10.00	87°10'24"
C9	15.87	10.00	87°10'24"
C10	8.88	10.00	87°10'24"
C11	61.28	10.00	87°10'24"
C12	84.84	10.00	87°10'24"
C13	84.84	10.00	87°10'24"
C14	84.84	10.00	87°10'24"
C15	84.84	10.00	87°10'24"
C16	84.84	10.00	87°10'24"
C17	15.74	10.00	87°10'24"
C18	15.87	10.00	87°10'24"
C19	8.88	10.00	87°10'24"
C20	61.28	10.00	87°10'24"

NARRATIVE
 The purpose of this amendment is to correct a portion of the original subdivision plat. The original subdivision plat was recorded on 11/23/11 and contained an error in the description of the lots. This error was corrected by the City of St. George on 11/23/11.

GENERAL NOTES & RESTRICTIONS
 1. These notes are to be read in conjunction with the subdivision plat and the plat map. 2. The subdivision plat is subject to all applicable laws, rules, and regulations. 3. The subdivision plat is subject to all applicable laws, rules, and regulations.

LEGEND
 - PUBLIC STREET
 - 20' DRAINAGE EASEMENT
 - ORIGINAL PROPERTY WALL
 - EXISTING PROPERTY WALL



SURVEYOR'S CERTIFICATE
 I, SCOTT A. WATLEY, PROFESSIONAL LAND SURVEYOR, LICENSE NO. 17410, UTAH, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE RESULTS THEREOF AS SHOWN ON THE PLAT AND MAP THEREON.

BOUNDARY DESCRIPTION
 Beginning at the Center of Section 3, Township 43 South, Range 13 West, Salt Lake Base and Meridian, then North 87°10'24" West, along the Center Section Line to the intersection of the Center Section Line and the East Section Line, then East along the East Section Line to the intersection of the East Section Line and the North Section Line, then North along the North Section Line to the intersection of the North Section Line and the West Section Line, then West along the West Section Line to the intersection of the West Section Line and the South Section Line, then South along the South Section Line to the intersection of the South Section Line and the East Section Line, then East along the East Section Line to the intersection of the East Section Line and the Center Section Line, then North along the Center Section Line to the beginning point.

OWNERS DEDICATION
 I, SCOTT A. WATLEY, PROFESSIONAL LAND SURVEYOR, LICENSE NO. 17410, UTAH, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE RESULTS THEREOF AS SHOWN ON THE PLAT AND MAP THEREON.

CORPORATE ACKNOWLEDGMENT
 I, SCOTT A. WATLEY, PROFESSIONAL LAND SURVEYOR, LICENSE NO. 17410, UTAH, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE RESULTS THEREOF AS SHOWN ON THE PLAT AND MAP THEREON.

MORTGAGEE'S CONSENT TO RECORD
 I, SCOTT A. WATLEY, PROFESSIONAL LAND SURVEYOR, LICENSE NO. 17410, UTAH, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE RESULTS THEREOF AS SHOWN ON THE PLAT AND MAP THEREON.

MORTGAGEE'S ACKNOWLEDGMENT
 I, SCOTT A. WATLEY, PROFESSIONAL LAND SURVEYOR, LICENSE NO. 17410, UTAH, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE RESULTS THEREOF AS SHOWN ON THE PLAT AND MAP THEREON.

PLAT MAP
 The plat map shows the subdivision's location and boundaries. It includes a north arrow and a scale of 1" = 100'.

SCALE 1" = 100'

**SAGE MEADOWS
 PHASE 2 AMENDEI**

APPROVED AS TO FORM
 Approved as to Form by the City of St. George, Utah, on this 11th day of November, A.D. 2011.

APPROVED AS TO SUBSTANCE
 Approved as to Substance by the City of St. George, Utah, on this 11th day of November, A.D. 2011.

APPROVED AS TO FORM
 Approved as to Form by the City of St. George, Utah, on this 11th day of November, A.D. 2011.

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APPROVED AS TO FORM
 Approved as to Form by the City of St. George, Utah, on this 11th day of November, A.D. 2011.

APPROVED AS TO SUBSTANCE
 Approved as to Substance by the City of St. George, Utah, on this 11th day of November, A.D. 2011.

ALPHA ENGINEERING
 100 S. 1000 E., STE. 100, ST. GEORGE, UT 84770
 (435) 633-1111

PCR ITEM 4

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 11/12/2013
CITY COUNCIL MEETING: 11/21/2013

PRELIMINARY PLAT

Chaco West Phase 3

Case No. 2013-PP-042

Request: A request to consider a preliminary plat to create an eighteen (18) lot residential subdivision.

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

Property: 26.84 acres

Number of Lots: 18

Density 0.67 dwelling units per acre

Zoning: PD-R

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

General Plan: LDR – Low Density Residential

Owner: Double Dragon Investment, LLC

Representative: Mr. Brett Henke

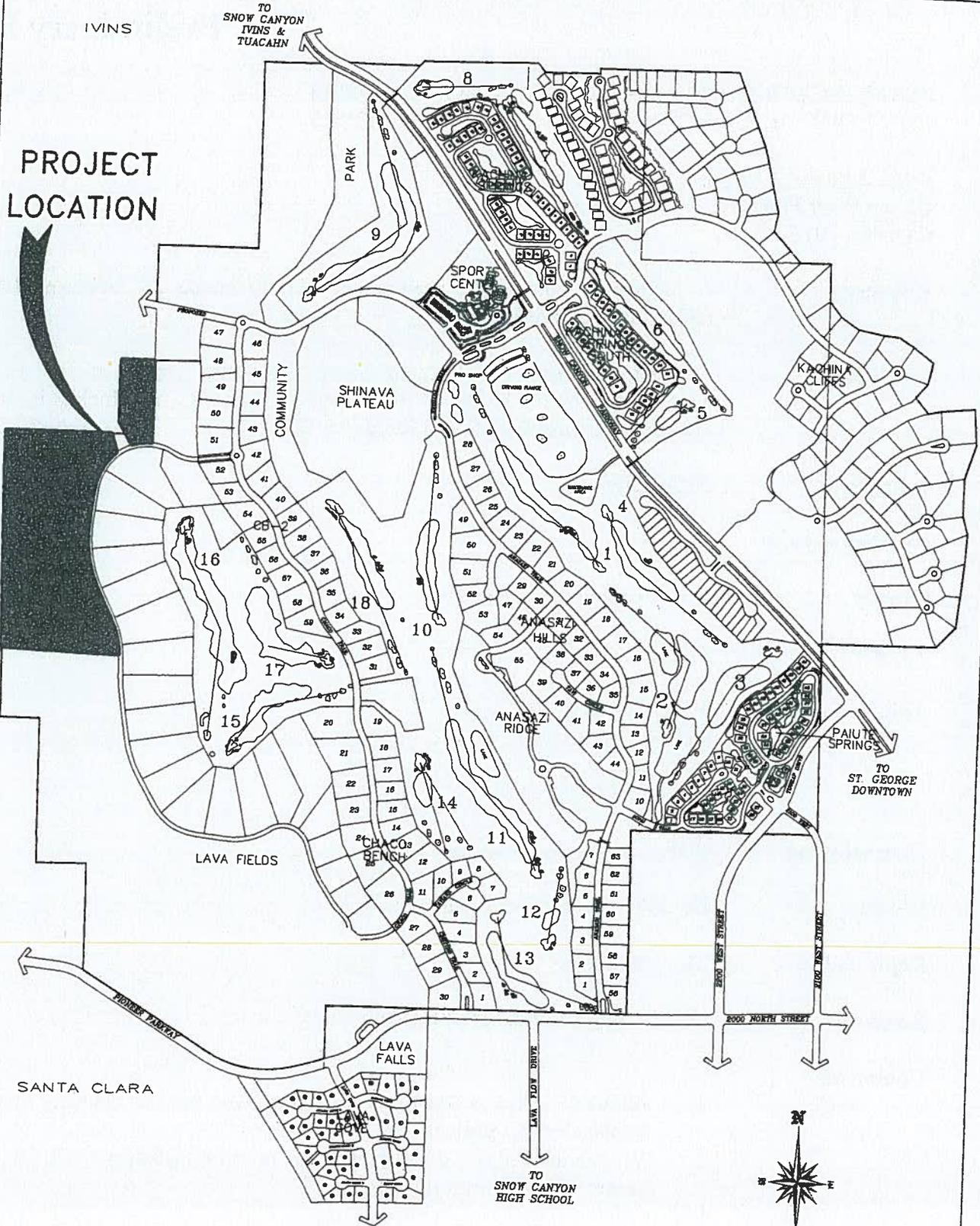
Engineer: KUMA Engineering, Brett Henke

Comments:

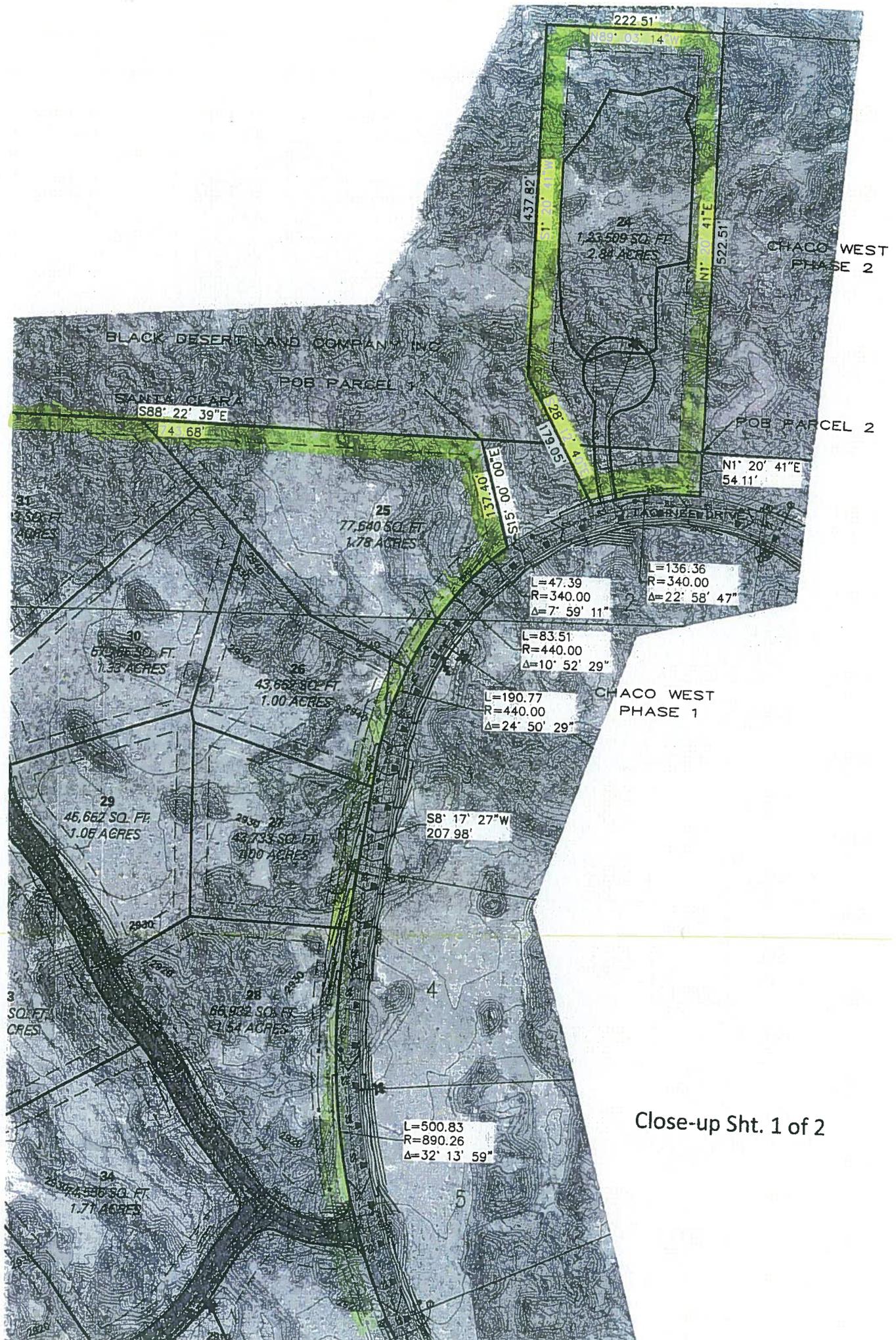
1. Tacheene Drive is already a fully improved private roadway along the frontage of this project.
2. As with the Entrada development the proposed roadways will be private streets with sidewalk on one side.

P.C.: The Planning Commission recommends approval.

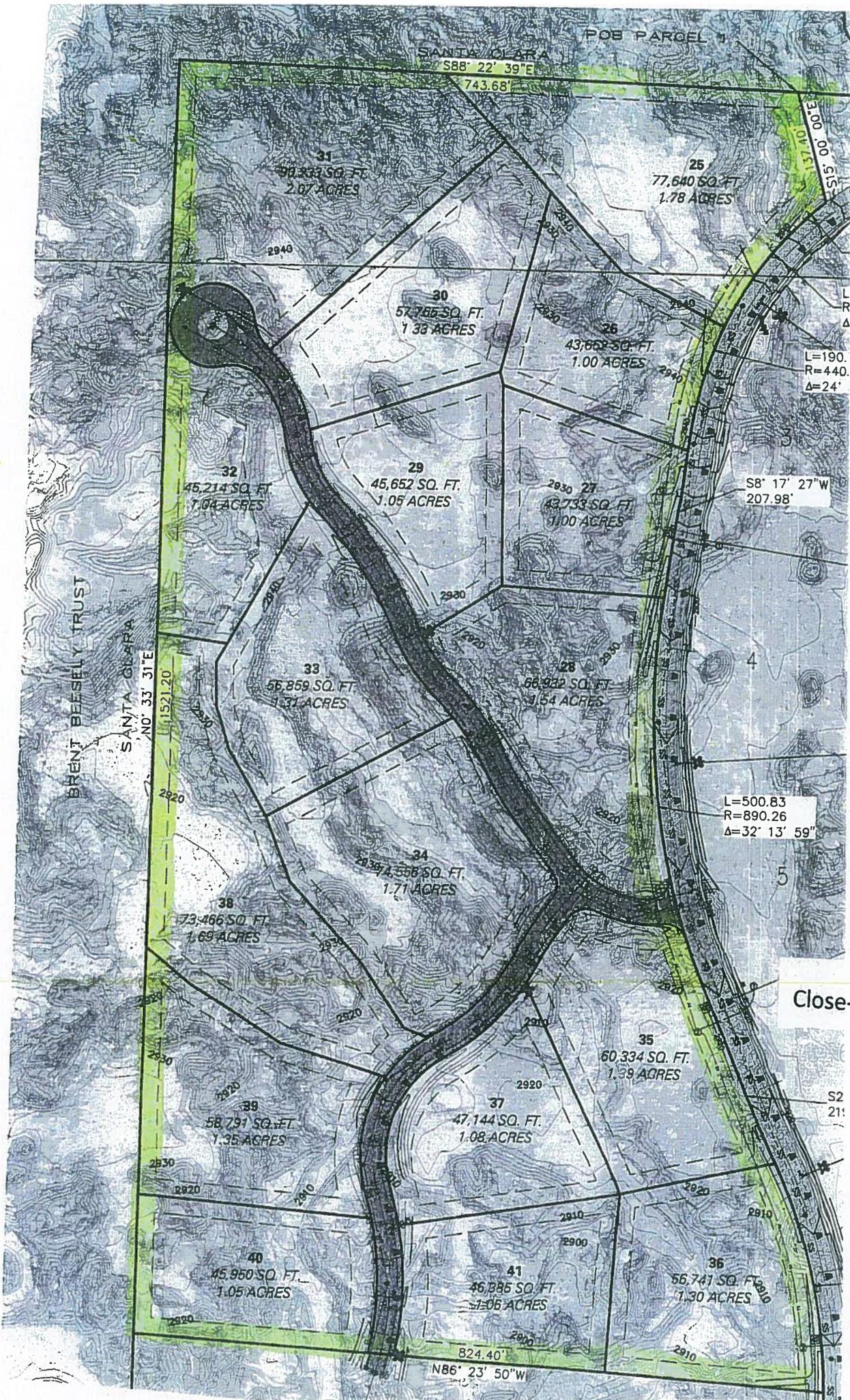
PROJECT
LOCATION



VICINITY MAP



Close-up Sht. 1 of 2



Close-up Sht. 2 of 2

PCR ITEM 5A

Cell Tower - CUP

PLANNING COMMISSION AGENDA REPORT: 11/12/2013
CITY COUNCIL MEETING: 11/21/2013

CONDITIONAL USE PERMIT Case # 2013-CUP-015

Request: A request for a conditional use permit to upgrade infrastructure and replace an existing forty-six foot (46') tall monopole tower (that does not meet structural standards) with a new forty-two foot (42') monopole tower (replacement in kind). There will be a period of time (approximately 6 months) where the two towers will co-exist in place together until the project is completed and the old tower is removed.

Project: This project is called the Sprint Network Vision. Sprint is upgrading infrastructure on a nationwide basis to enhance communication services (4G). Once the new tower is completed, Sprint either relocate existing antennas and related equipment or replace them with new.

Operation: The facility is unmanned and not for human habitation. A technician will visit the site as required for routine maintenance. This project won't result in any significant disturbance or effect or damage; no sanitary sewer service; no potable water; no trash disposal is required, and no commercial signage is proposed.

Property Owner: Stout Investments

Site Name: Red Cliffs

Sprint: SL03UB471

Engineer: Mr. John Goebel
3270 Cornet Drive
Salt Lake City, Utah 84124

Representative: Mr. Rock Schutjer
2478 E Evergreen Ave.
Salt Lake City, Utah 84109

Zoning: M-1 (Industrial)

Location: Generally located at 700 N 1500 E

Wireless Plan: There has not been a need for a submittal for a change in the previously approved Wireless Master Plan as it is a replacement in kind to a previously approved location.

Area: Sprint owns through a leasehold interest, a 331 sq. ft. (0.01 acre) site that the monopole tower and equipment enclosure(s) are located on (see record of survey and site plan).

Access: The site is accessed from Red Rock Road.

Height: Forty two feet (42') Monopole

CUP: There is no provision for installing a 'temporary' cell tower. There is no guarantee that the existing tower would be removed if the new tower were to be installed without the conditions established by a CUP would be removed within approximately six (6) months (or longer) time. As a result, this request for a CUP has been formally processed. Sprint and its representative have been fully supportive of submitting a CUP for City review.

Ordinance(s): Title 10, **Chapter 13A** "Hillside Development Overlay Zone"

Section 10-13A-10 "Building setback and additional design standards;"
Section 10-13A-10.B.2

B. Setbacks: No structure or accessory structure shall be constructed within the setback area as defined below, and the removal of significant vegetation from the setback area shall be prohibited.

2. Plateaus: On plateaus, the setback from the ridgeline shall be a minimum of fifty feet (50') unless a greater setback is recommended in the geotechnical reports.

Title 10, **Chapter 22** "Wireless Telecommunication Facilities"

Section 10-22-5: CONDITIONAL USES:

All wireless communication facilities other than those described in section 10-22-4 as permitted uses shall be considered conditional uses and subject to review and approval as set forth in chapter 17 of Title 10.

10-22-6: FACILITY TYPES:

C. Monopole With Antennas And Antenna Support Structures: The maximum visible width of antennas and antenna mounting structures

on a monopole shall not exceed eight feet (8') in height or thirteen feet (13') in width as viewed looking directly at the monopole at the same elevation as the antennas and antenna mounting structure. No such antenna shall be located within one hundred fifty feet (150') of a residential zone unless approved by the planning commission.

(Note: This site is not within a residential zone)

10-22-7: ADDITIONAL STANDARDS:

A. Height Limit: *The height limit of any tower or pole is one hundred feet (100'). Each tower or pole shall require a conditional use permit, unless exempted in section [10-22-4](#) of this chapter.*

(Note: The applicant is asking to replace a 46ft. tower with a 42 ft. tower)

B. Collocation: *It is the policy of the city to encourage co-location of facilities wherever feasible. The burden will be on the applicant to demonstrate why collocation is not feasible.*

(Note: This is an existing site with multiple tenants presently on it. The swapping out of towers may allow additional co-location to occur)

C. Prohibited Areas: *Monopoles or towers shall not be allowed within any required front yard setback nor within any required landscaped area, buffer area or parking area.*

(Note: This proposal is not in a front setback or landscape area).

E. Accessory Buildings to Antenna Structures: *Accessory buildings to antenna structures must comply with the required setback, height and landscaping requirements of the zoning district in which they are located. Monopoles shall be fenced with a six foot (6') vinyl coated chainlink fence or other fencing as approved or required by the planning commission. The climbing pegs shall be removed from the lower twenty feet (20') of the monopole. All power lines on the lot leading to the accessory building and antenna structure shall be underground.*

(Note: The applicant proposes no changes in the existing enclosure)

F. Historic Districts: *Any antenna proposed for a location within a historic district or on a landmark site is subject to approval through the historic preservation commission and planning commission.*

(Note: This is not in a historic district)

I. Engineering Review:

1. The city may, if it deems necessary, cause each site to be reviewed by a qualified electrical engineer. The costs shall be borne by the applicant. This review shall indicate whether or not the proposed facility will interfere with city, county or state communication facilities. In the event the new facility creates an electrical disturbance to these communication wavelengths, the applicant shall take the appropriate action to remove all interference generated by the new facility. Such remedial action may include changing the frequency that is broadcast or relocating the facility to a new location.

2. The electrical engineer may also review the submitted information to determine if other sites are available to achieve an equivalent signal distribution and not significantly affect the operation of the wireless communication facility. Such a review shall be made when an applicant indicates that no other acceptable site exists.

J. Permits: Prior to the construction of any facility, the applicant shall obtain the proper building permits, encroachment permits and other permits as required by city codes.

Narrative: The applicant has provided a narrative (see attached)

Signal Strength: The applicant has provided signal map data.

Staff Comments: The city maintains a case file for each wireless company in the Community Development Department.

This applicant requests permission to replace an existing monopole tower, but to leave the old one up until such time as a changeover from service can occur (approx. 6 months).

The applicant's goal is to increase coverage of wireless services (see signal strength maps).

The maximum tower height permitted by code with an approved CUP is 100 ft. per Section 10-22-7. This tower would be fifty eight feet (58') below that maximum (for a height of 42').

In addition to any conditions the Planning Commission recommends, CUP findings (attached below) will also be required.

Proposed Draft Motion, Conditions, and Findings:

It is recommended to the City Council by the Planning Commission that approval be given to construct a replacement forty-two foot (42') tall monopole tower and allow the existing tower to remain in place for a period of approximately six months until such time as the services can be successfully transferred over and the old tower removed. The following findings shall also apply;

Findings:

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

Yes	N/A	Category	Description
	X (No noise is anticipated once the tower is replaced)	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	X (No dust is anticipated once tower replaced)	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	X	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
Determine if aesthetic concerns		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
Meet related fire and electrical codes		E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rockfall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.

	X	F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
A CUP is required for a new tower with a height of 42ft.		G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
	X	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
	X	I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas</p>
Determine if monopole tower is consistent with the character and purpose of the zone		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>
	X	K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>

SPRINT NETWORK VISION PROJECT

Site: SL03UB471 - (Existing 46' Wood Pole Cell Site)

Location: 15 Red Cliffs Street, St. George, Utah 84770

STATEMENT OF INTENDED USE

Sprint proposes to modify and upgrade their existing antennas and ground-based equipment by replacing them with new similar sized antennas, radio cabinets and battery backup cabinets. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of this facility.

This particular site is a **high capacity site** and is one of thirteen sites within a "**Cluster**" of sites which functions in tandem with the other twelve sites, handing off transmission and receiving traffic from site to site to site.

There are (3) existing antennas mounted at this site and (4) existing ground mounted cabinets

Step One: (Interim period)

- Install new 42' tower and foundation
- Install temporary new equipment platform
- Mount (2) new MMBS Radio cabinets and (2) new battery cabinets on platform
- Install (6) new antennas on new tower with companion 800 and 1900 MHZ RRU's

The new equipment and existing equipment will be operated concurrently until an off-hour cut-over for all thirteen sites within the "cluster" can be coordinated and scheduled. The complexity of (1) completing construction, (2) bringing the sites on line, and (3) transferring the operation from old equipment to new equipment requires extensive coordination. All thirteen sites within the cluster must be ready to transfer from old to new at the same point in time.

This work will require approximately four months to schedule and complete.

(2)

Step Two: (Final Configuration)

Operation of the old, existing equipment will be discontinued.

- The old existing wood tower will be removed
- The (3) old, existing antennas will be removed
- (2) existing CDMA Radio cabinets, (1) Power cabinet and (1) Battery cabinet will be removed
- The temporary equipment platform will be removed

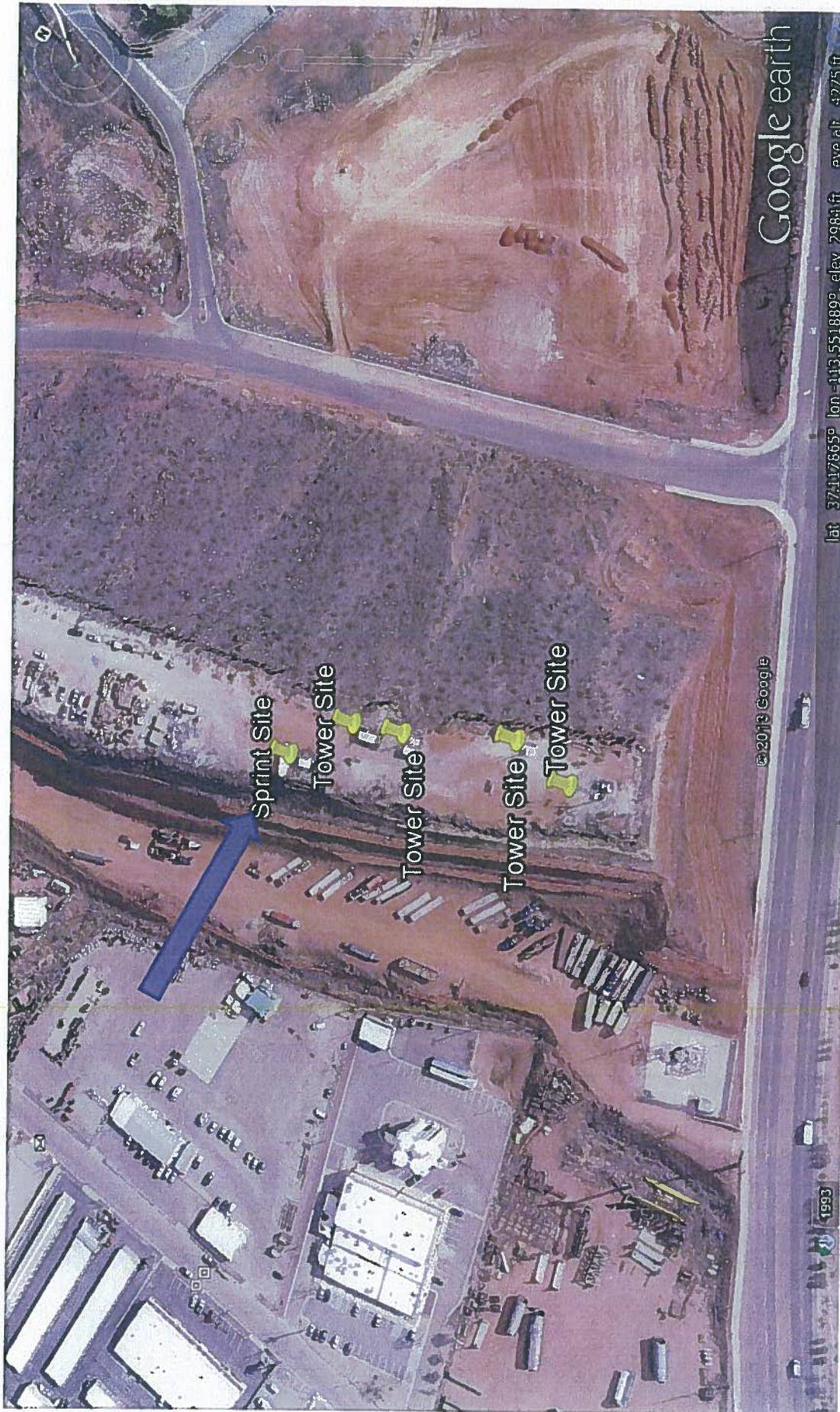
Summary:

The result of this equipment replacement will increase the antenna count from three to six but the number of ground-based cabinets will remain at four.

No increase in Sprint's ground space will be required for this project.

Note:

The elevation of the old and new tower shown on drawing A-5 is not drawn to scale and the new tower has the appearance of a much bigger diameter tower than the existing wood tower. The new tower is only 16" in diameter and the new antennas are flush mounted, (mounted as close to the tower as it is possible to place six antennas around such a small diameter). The tower appears larger in the drawing because the larger scale makes it easier to illustrate the antenna details.



Sprint Site

Tower Site

Tower Site

Tower Site

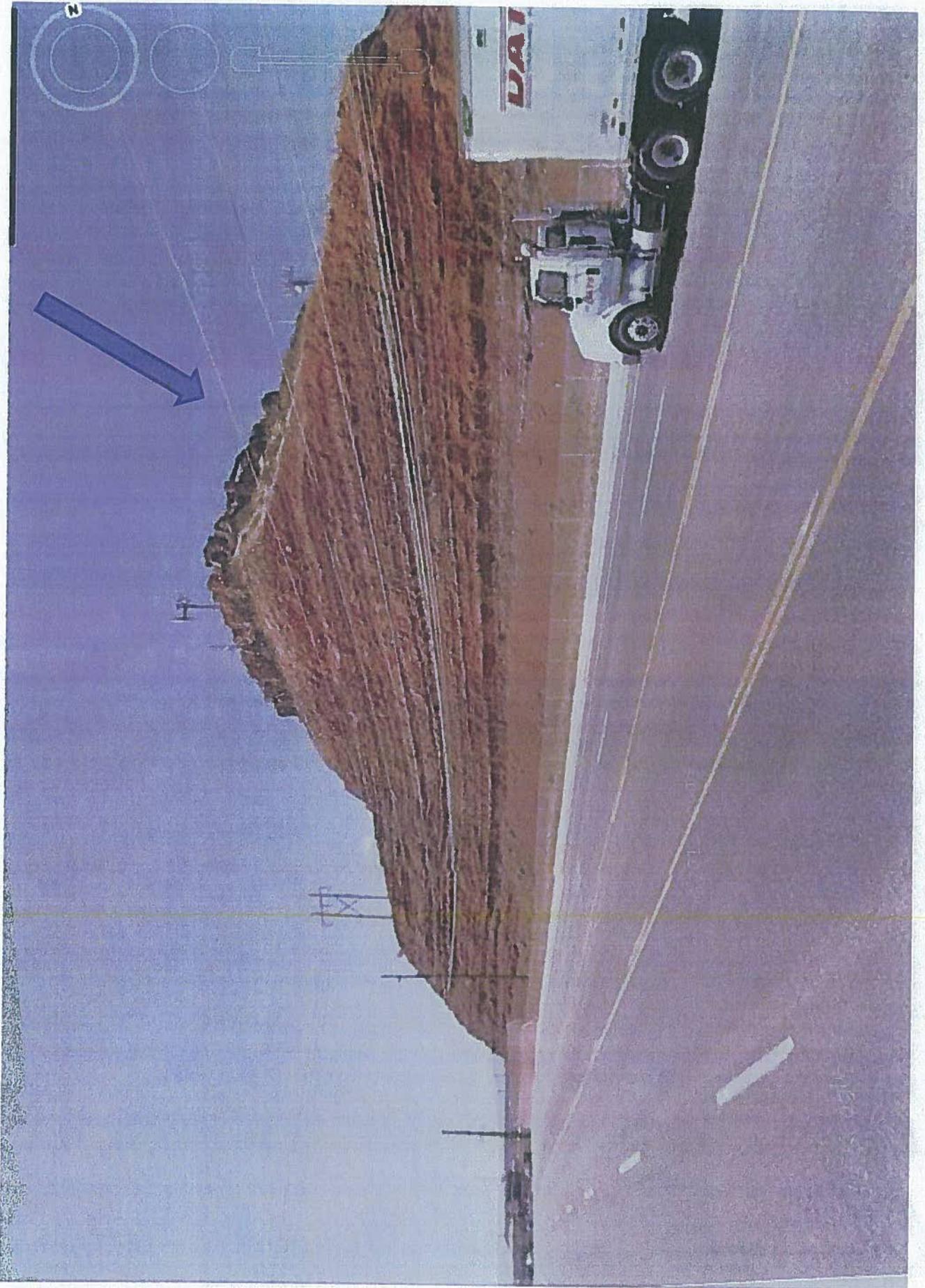
Tower Site

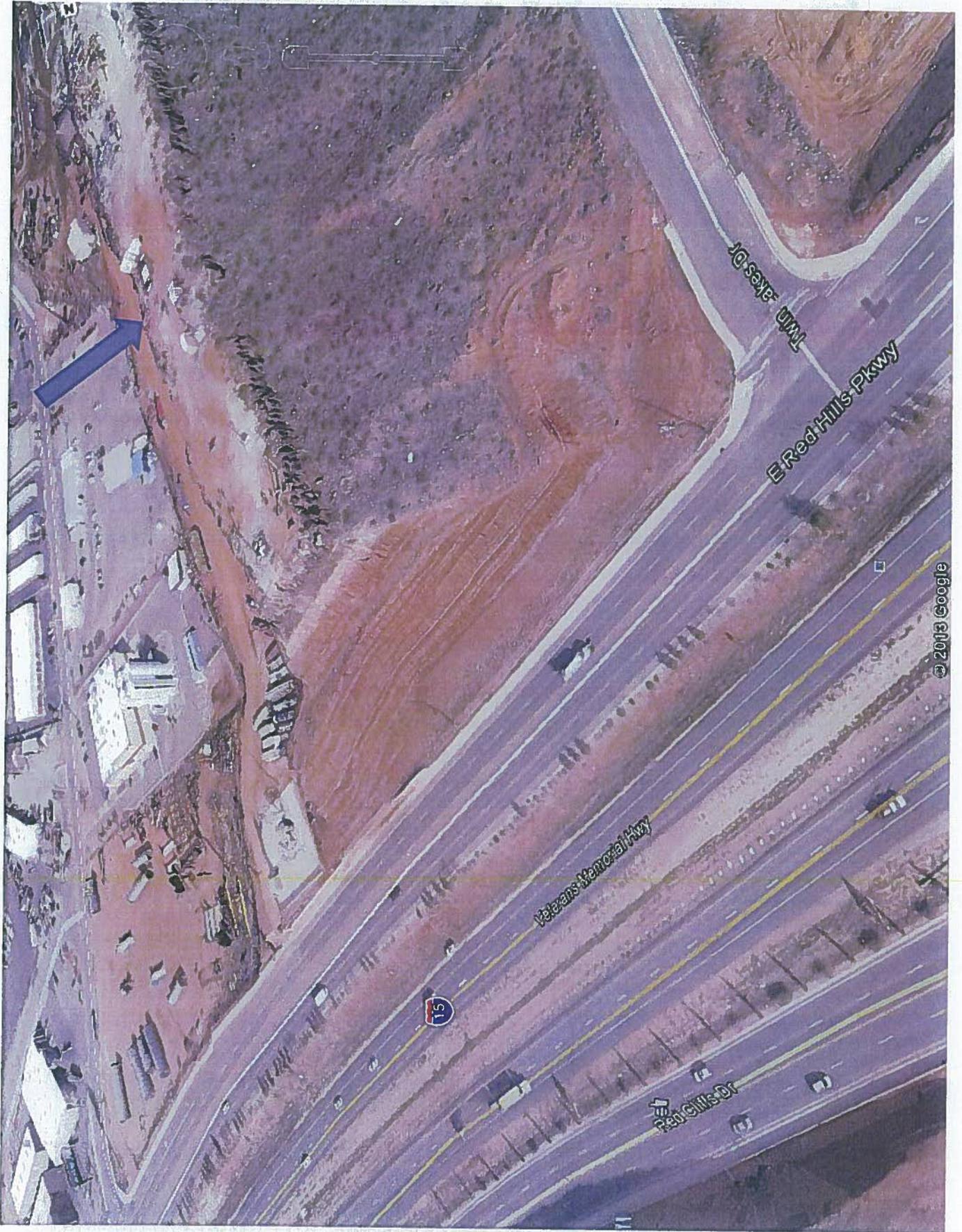
© 2013 Google

Google earth

1993

lat 37.117865° lon -113.551889° elev 2984 ft eye alt 4275 ft





© 2013 Google



Know what's below.
Call before you dig.



THIS IS AN EXISTING SPRINT WIRELESS TELECOMMUNICATION FACILITY NETWORK VISION EQUIPMENT UPGRADE

NETWORK VISION MMBS LAUNCH

RED CLIFFS SL03UB471

15 RED CLIFFS
ST. GEORGE, UTAH 84771
WASHINGTON COUNTY

LATITUDE: 37.118116° (NAD 83) (GPS READING)
LONGITUDE: -113.552344° (NAD 83) (GPS READING)

MONOPOLE
UTAH MARKET



ALL WIRING AND MATERIALS SHALL BE PROVIDED AND INSTALLED IN ACCORDANCE WITH THE AUTHORITIES, NOTING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING/USE CODE: IBC 2006 (UTAH UNIFORM BUILDING STANDARDS, RULE R 106-66-701)
STRUCTURAL CODE: IBC 2006 (UTAH UNIFORM BUILDING STANDARDS, RULE R 106-66-701)
MECHANICAL CODE: IBC 2006 (UTAH UNIFORM BUILDING STANDARDS, RULE R 106-66-701)
ELECTRICAL CODE: IBC 2006 (UTAH UNIFORM BUILDING STANDARDS, RULE R 106-66-701)
FIRE/SAFETY CODE: IBC 2006 (UTAH UNIFORM BUILDING STANDARDS, RULE R 106-66-701)

ACCESSIBILITY REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR IMMEDIATE OCCUPANCY. UNMANNED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2006 IBC BUILDING CODE.

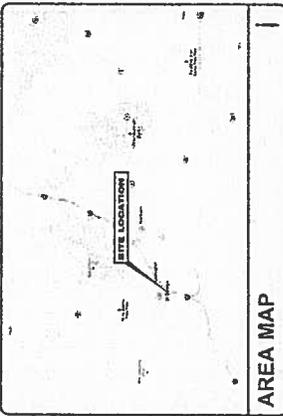
CODE BLOCK

- SPRINT PROVIDES TO VERIFY ALL EXISTING UNMANNED TELECOMMUNICATIONS FACILITY
- REMOVE (1) EXISTING SPRINT COAX ANTENNAS (1 PER SECTION)
- INSTALL (1) NEW SPRINT COAX ANTENNAS (1 PER SECTION)
- REMOVE (1) SPRINT POWER CABINET
- INSTALL (1) NEW SPRINT POWER CABINET
- REMOVE (1) SPRINT COAX
- INSTALL (1) NEW SPRINT COAX
- REMOVE (1) SPRINT GPS LOCATION
- INSTALL (1) NEW SPRINT GPS LOCATION
- REMOVE ALL EXISTING SPRINT ANTENNA COAXIAL CABLES
- INSTALL (1) NEW UNMANNED FIBER OPTIC CABLES USING EXISTING COAX ROUTE (1 PER SECTION)

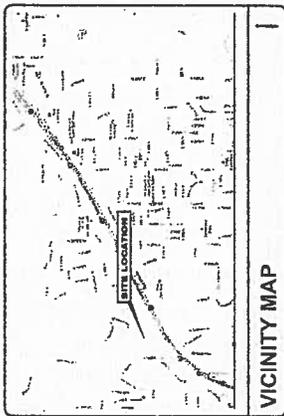
PROJECT DESCRIPTION

APPROVAL	SIGNATURE	DATE
STRUCTURAL ENGINEER		
CONSTRUCTION MANAGER		
RF ENGINEER		
PROPERTY REPRESENTATIVE		
AV MANAGER		

SIGNATURE BLOCK



AREA MAP



VICINITY MAP

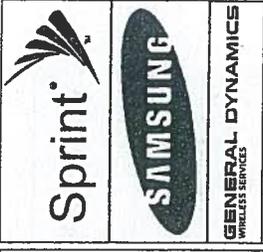
FROM SALT LAKE CITY:
TO SITE: FROM I-15 SOUTH TAKE EXIT 8 FOR ST. GEORGE AND TOWARD STATE HWY 163 IN CLARK COUNTY. TAKE THE FIRST RIGHT ONTO STATE HWY 163. TAKE THE FIRST RIGHT ONTO STATE HWY 163. TURN LEFT ONTO RED ROCK RD. TURN RIGHT AT TOP OF HILL ONTO JOB SITE.

DRIVING DIRECTIONS

SHEET	TITLE SHEET	DESCRIPTION
1-1	TITLE SHEET	
1-2	GENERAL NOTES	
1-3	GENERAL SITE PLAN	
1-4	ENLARGED SITE PLAN	
1-5	ENLARGED EQUIPMENT PLANS	
1-6	ANTENNA PLANS AND SCHEDULES (ALL SECTIONS)	
1-7	ELEVATIONS	
1-8	EQUIPMENT DETAILS	
1-9	EQUIPMENT DETAILS	
1-10	ANTENNA AND CABLE COLOR CODING DETAILS	
1-11	ONLINE DIAGRAMS & POWER PANEL SCHEDULE	
1-12	ELECTRICAL DETAILS	
1-13	GROUNDING & ROUTING PLANS	
1-14	GROUNDING DETAILS	
1-15	GROUNDING DETAILS	

SHEET INDEX

PROPERTY INFORMATION:	ABOUT INVESTMENTS
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REV.	DATE	DESCRIPTION	DESIGNED BY	DRAWN BY
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2		ISSUED FOR PERMITS	JRC	JRC
3		ISSUED FOR PERMITS	JRC	JRC
4		ISSUED FOR PERMITS	JRC	JRC
5		ISSUED FOR PERMITS	JRC	JRC
6		ISSUED FOR PERMITS	JRC	JRC
7		ISSUED FOR PERMITS	JRC	JRC
8		ISSUED FOR PERMITS	JRC	JRC
9		ISSUED FOR PERMITS	JRC	JRC
10		ISSUED FOR PERMITS	JRC	JRC

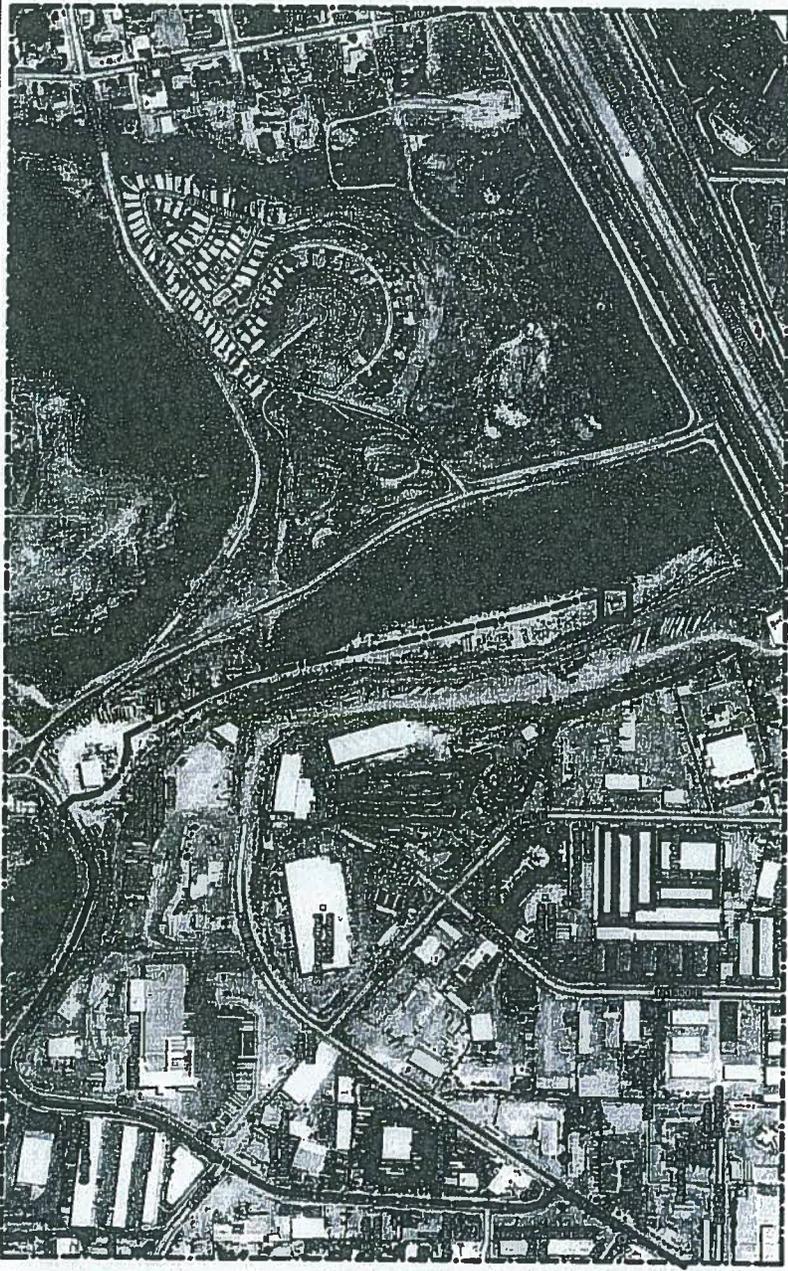
PROJECT INFORMATION:
 NETWORK VENDOR (AGENCY NAME):
RED CLIFFS
 SLA3UB471
 15 RED CLIFFS
 ST. GEORGE, UT 84771
 WASHINGTON COUNTY

SUB JOB NO.: 1303
 DRAWN BY: NSW
 CHECKED BY: JRC
 DATE: 1-3-13

SHEET TITLE: OVERALL SITE PLAN

SHEET NUMBER: A-1

REV: 3

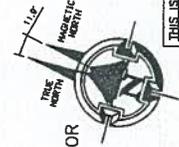
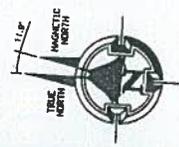


46' WOOD POLE TO BE REMOVED

EXISTING SPRINT STEEL PLATFORM WITH METAL ROOF

EXISTING MOBILE GENERATOR

NEW MONOPOLE

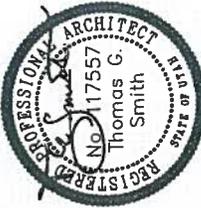
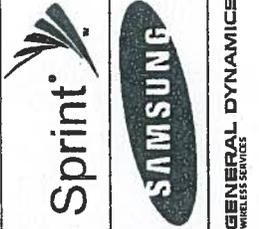


THIS IS NOT A SITE SURVEY. ORIENTATION OF ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND ARE APPROXIMATE.

LAT: 37.18116° LONG: -113.551344° AMSL: 3002 PARCLID: SG: 5-2-30-100

1 OVERALL SITE PLAN

11x17 SCALE: 1"=40' 24x36 SCALE: 1"=20'

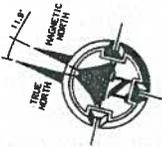
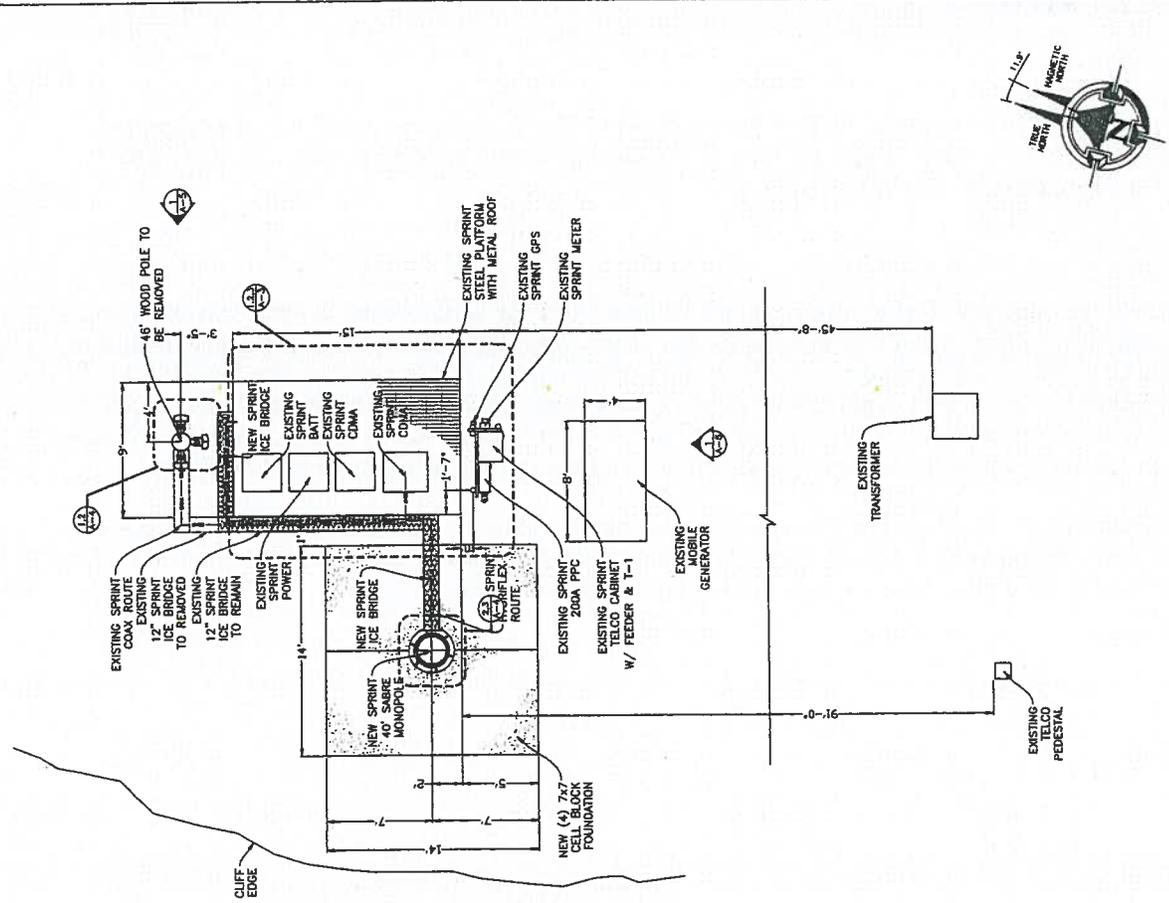


REV.	DATE	DESCRIPTION	BY	CHKD.
1		ISSUED FOR PERMITS	JRC	NSW
2		REVISIONS FOR COMMENTS	JRC	NSW
3		REVISIONS FOR COMMENTS	JRC	NSW
4		REVISIONS FOR COMMENTS	JRC	NSW
5		REVISIONS FOR COMMENTS	JRC	NSW
6		REVISIONS FOR COMMENTS	JRC	NSW
7		REVISIONS FOR COMMENTS	JRC	NSW
8		REVISIONS FOR COMMENTS	JRC	NSW
9		REVISIONS FOR COMMENTS	JRC	NSW
10		REVISIONS FOR COMMENTS	JRC	NSW
11		REVISIONS FOR COMMENTS	JRC	NSW
12		REVISIONS FOR COMMENTS	JRC	NSW
13		REVISIONS FOR COMMENTS	JRC	NSW
14		REVISIONS FOR COMMENTS	JRC	NSW
15		REVISIONS FOR COMMENTS	JRC	NSW
16		REVISIONS FOR COMMENTS	JRC	NSW
17		REVISIONS FOR COMMENTS	JRC	NSW
18		REVISIONS FOR COMMENTS	JRC	NSW
19		REVISIONS FOR COMMENTS	JRC	NSW
20		REVISIONS FOR COMMENTS	JRC	NSW

PROJECT INFORMATION:
 NETWORK DESIGN AND CONSTRUCTION
RED CLIFFS
 SL030UB471
 15 RED CLIFFS
 ST GEORGE, UT 84771
 WASHINGTON COUNTY

DATE: 1-3-13
 CHECKED BY: JRC
 DRAWN BY: NSW
 SHEET TITLE: ENLARGED SITE PLAN
 SHEET NUMBER: A-2

PROJECT NO.: 1303
 DATE: 1-3-13
 CHECKED BY: JRC
 DRAWN BY: NSW
 SHEET TITLE: ENLARGED SITE PLAN
 SHEET NUMBER: A-2



LAT: 37.18186° LONG: -113.552344° AMSL: 3002 PARCE: ID: SG-5-2-D-1100
 ENLARGED SITE PLAN

SCALE: 3/16" = 1'-0"
 11/3/12 SCALE: 3/16" = 1'-0"

GENERAL DYNAMICS

Wireless Services

October 21, 2013

Stout Investments, Attn: Ronald Stout
P. O. Box 251
St. George, Utah 84771

RE: COMMUNICATIONS SITE LEASE AGREEMENT between Stout Investments, a Utah Limited Partnership and UbiquiTel Leasing Company, dated August 14, 2001, with respect to the real property located at 15 Red Cliffs, St. George, Utah 84771 (Site), **Cascade No. SL03UB471.**

Dear Mr Stout:

This letter is to advise you that it will be necessary within the near future for Sprint Nextel to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility, and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

Sprint Nextel is proposing to install or replace additional equipment within the leased area. These changes will include adding or replacing cabinets, antennas, transmission lines and other related equipment. Sprint will also be replacing the existing 46' wood tower with a 42' steel tower and block foundation.

Please indicate your acknowledgement and consent by signing below and returning the executed copy of this letter to me by return e-mail.

Thank you in advance for your prompt attention to this matter.

Regards,
Sprint Nextel

ACKNOWLEDGED AND AGREED TO:

Lane Fishburn, Site Acquisition
General Dynamics Information Technology,
An authorized representative of Sprint Nextel

Stout Investments

Printed Name: _____
Title: _____
Date: _____, 2012

1171 West 2400 South
West Valley, UT 84119

(206) 518-4605
Lane.Fishburn@gdit.com
www.gdwireless.com

GENERAL DYNAMICS
Strength on Your Side™

1051

PCR ITEM 5B CUP / Tow & Impound Yard

PLANNING COMMISSION AGENDA REPORT: 11/12/2013
CITY COUNCIL MEETING: 11/21/2013

CONDITIONAL USE PERMIT

Andrus Tow & Impound Yard

Case # 2013-CUP-017

Request: A conditional use permit for permission to establish a towing and impound yard in the St George Industrial Park.

Building: Existing buildings on property

Applicant (Lessee): Mr. Sam Andrus
Andrus Towing
451 N 1300 E
St George, Utah 84790

Zone: M-1 (Industrial)

General Plan: Industrial

Location: 405 N Park Street

Ordinance (Use): Zoning Ordinance Title 10, Chapter 11 "Manufacturing" Section 10-11-2 "Uses"

In the following list of possible uses, those designated in any zone as "P" will be a permitted use. Uses designated with the letter "C" are allowed on a conditional use basis. Uses designated as "N" will not be permitted in that zone.

	M-1	M-2
ATVs and parts sales and repair (indoor only)	N	P
Auto salvage yard, storage yards for wrecked or partially dismantled vehicles	C	N
Automobile repair shop	P	N

Ordinance (Screening): Per Zoning Ordinance Title 10, Chapter 11 "Manufacturing" Section 10-11-4 "Special Provisions" the old industrial park allows chainlike fencing with slats for screening (see below)

10-11-4: SPECIAL PROVISIONS:

A. Storage Enclosed: All storage except vehicles in running order shall be stored in an enclosed building or within an enclosure surrounded by a solid fence or wall of not less than six feet (6') in height, and no material or merchandise shall be stored to a height greater than that of the enclosing fence or wall. A solid masonry wall or solid vinyl fence shall be used parallel to the public street(s) where the storage is visible from the public street. Chainlink fencing with slats may only be used for enclosing storage areas in the following situations:

B.

1. After a minimum of three hundred (300) linear feet of solid fencing or wall has been provided to screen the designated storage area, then the remainder of the storage area may upon approval by the planning commission utilize chainlink fencing with slats or other approved alternative screening solutions along the public street frontage.
2. Along the interior property lines (or interior fence lines); chainlink without slats may be used. (Ord. 2009-06-001, 6-18-2009)
3. Along the public street frontage at approved setback distances in the area known as the St. George industrial park, M-1 zone (in section 20, T42S, R15W). (Ord. 2011-08-003, 8-4-2011)



If a movable gate is used, it may be constructed of chainlink, chainlink with slats, wrought iron, solid, or perforated metal.

All chainlink fencing with vinyl slats shall be maintained in good condition; all fallen, broken, or missing slats shall be replaced. No wooden slats may be used. (Ord. 2009-06-001, 6-18-2009)

P.C.:

The Planning Commission recommends approval with the condition that the applicant shall post a visible sign stating the hours of operation (*Note: State requires 8 AM – 5:30 PM*) along with a contact phone number, and shall comply with the following findings;

Findings:

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

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

Comply with Local, State, and Federal air quality		B. Dust	<ol style="list-style-type: none"> 1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
Contain all odors to meet city and state standards		C. Odors	<ol style="list-style-type: none"> 1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
Any exterior materials to be approved by PC & CC		D. Aesthetics	<ol style="list-style-type: none"> 1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
		E. Safety	<ol style="list-style-type: none"> 1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rockfall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
PC to Discuss traffic as required.		F. Traffic	<ol style="list-style-type: none"> 1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
Existing building -- no change	X	G. Height	<ol style="list-style-type: none"> 1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
	X	H. Hours of Operation	<ol style="list-style-type: none"> 1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
	X	I. Saturation / Spacing	<ol style="list-style-type: none"> 1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
		J. Maintain Character and purpose of zone	<ol style="list-style-type: none"> 1. Uses shall be consistent with the character and purpose of the zone within which they are located.

Comply with State standards		K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)
-----------------------------	--	------------------	---



1 888-45Gtowing
(474-8694)
www.andrustowing.com

Oct. 25, 2013

To Whom It May Concern:

Andrus Towing, dba Personal Touch Towing, is proposing the property at 405 N Park Street, St. George, UT 84770 be used as a towing and impound yard.

One light-duty tow truck would be parked on the premises. Inside the building would be the actual impound yard. There is ample room inside the garages to park multiple vehicles. Although a brick wall encloses the property, impounded vehicles would not be parked outside the building so as to be seen from the street.

Please agree to the use of this property as a towing and impound yard as currently another towing company has their impound yard just south of this property at 375 N Park Street and Andrus Towing is moving from their current location just north of this property at 451 N 1300 E.

Thank you,

Sam Andrus
Owner

A handwritten signature in black ink, appearing to read "Sam Andrus", with a long horizontal flourish extending to the right.

St. George Office
P:435-656-2141

Cedar City Office
P:435-559-1115

Personal Touch Towing
P:435-256-5056

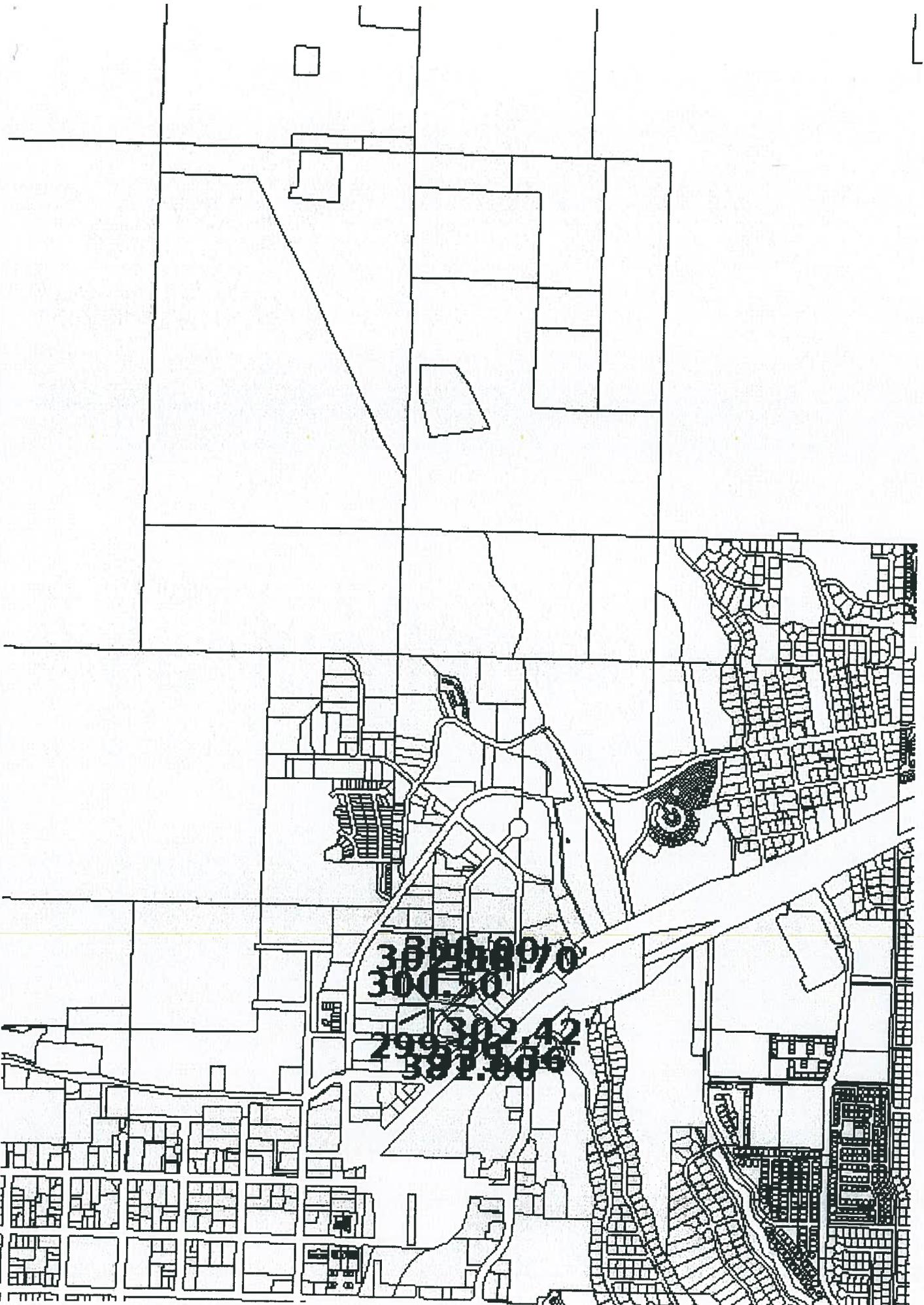
1738 W 5400 N, St. George, UT 84770 • sjandrus@aol.com



405 N Park

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

October 24, 2013



300.00
300.50

299.30
302.42
301.00

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

Date Submitted 2013-11-12 17:02:07**Applicant** Sprint**Quick Title** CUP for cell tower replacement**Subject** Consider a request for a conditional use permit to replace an existing 46'tall monopole tower with a new 42' tower. For approximately 6 months both towers will be up until the old tower is removed. The site is approximately 700 North and 1500 East.**Discussion** This is simply the replacement of an existing cell tower on M-1 zoned property located in the old St George Industrial Park. The site is on top of the East Black Ridge on the north side of I-15. The PC will consider this request on Nov 12th and make a recommendation.**Cost** \$0.00**City Manager Recommendation** Appears to be an upgrade to existing situation. Planning Commission recommends approval subject to conditions put on at the meeting.**Action Taken****Requested by** Ray Snyder (BN)**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFT

Agenda Item Number : **6G**

Request For Council Action

Date Submitted 2013-11-12 17:08:23

Applicant Mr Sam Andrus

Quick Title CUP for towing and impound yard in M-1 zone

Subject Consider a request for a conditional use permit to establish a towing and impound yard in the St George Industrial Park at 405 N. Park Street.

Discussion The applicant is seeking approval to establish a towing and impound yard in an M-1 zone which is part of the St George Industrial Park at 405 N. Park Street. Impound Yards for partially dismantled or wrecked vehicles is a conditional use in the M-1 zone and thus requires a CUP in order to obtain a business license. The PC recommended approval.

Cost \$0.00

City Manager Recommendation Appears to appropriate in this location and Planning Commission concurs.

Action Taken

Requested by Ray Snyder (BN)

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

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

Date Submitted 2013-10-11 09:10:31**Applicant** David Newell**Quick Title** Sign Variance**Subject** Request for sign variance at 180 N. 300 E.**Discussion** Request for sign variance as existing sign at 180 N. 300 E. does not meet the current sign ordinance and a new user would like to use the sign.**Cost** \$0.00**City Manager Recommendation** This sign currently has Sunroc on it on the building they used to occupy on 300 east. They have not been at this location for at least three years. Tabled from your last meeting at the request of the applicant. Mr. Newell is the new applicant. Tabled from the last meeting.**Action Taken****Requested by** David Newell**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFT

Agenda Item Number : **61**

Request For Council Action

Date Submitted 2013-11-05 09:40:51

Applicant Rich Stehmeier

Quick Title Airport Flight Information System Agreement

Subject Consider approval of a licensing agreement with FlightView to maintain the FIDS (Flight Information Display System)which includes flight, air traffic, and weather information.

Discussion The cost of the agreement is a one-time set of fee of \$4,815.00 and \$618/month subscription fee.

Cost \$0.00

City Manager Recommendation Needed at the new Airport the old has not functioned as planned.

Action Taken

Requested by Larry H. Bulloch

File Attachments [Flight View License Agreement.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Flight View License Agreement.pdf](#)



FLIGHTVIEW LICENSE AGREEMENT

Effective as of the signing of this Agreement, (the "Effective Date") FlightView Inc ("FVI"), a Massachusetts corporation, with its principal offices at 55 Chapel Street, Suite 103, Newton, MA 02458, and St. George Municipal Airport ("Company"), with offices at 4550 S. Airport Parkway, St. George, UT 84770 agree as follows:

PRODUCT & TERM SUMMARY

Licensed Product	FlightView® Content including: <ul style="list-style-type: none"> • FlightView Web Components <ul style="list-style-type: none"> ○ 4 tab implementation with arrivals, departures, air traffic map and flight tracker • FlightView Displays <ul style="list-style-type: none"> ○ Flight Information Display with Arrivals and Departures ○ Weather Live ○ Air Traffic Live 																				
Permitted Use	<ul style="list-style-type: none"> • FlightView Web Components For use on Company website for St George Municipal Airport (SGU) • FlightView Displays For display on unlimited Display Monitors within the Company facility 																				
Fees	One-time setup fee of: <table style="margin-left: 40px; border-collapse: collapse;"> <tr> <td style="text-align: right;">\$2,250.00</td> <td>FlightView Web Components</td> </tr> <tr> <td style="text-align: right;">\$950.00</td> <td>FlightView Displays: Flight Information</td> </tr> <tr> <td style="text-align: right;">\$807.50</td> <td>FlightView Displays: Air Traffic Live</td> </tr> <tr> <td style="text-align: right;">\$807.50</td> <td>FlightView Displays: Weather Live</td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black;">\$4,815.00</td> <td style="border-top: 1px solid black;">Total one time setup fee</td> </tr> </table> Subscription Fee: <table style="margin-left: 40px; border-collapse: collapse;"> <tr> <td style="text-align: right;">\$200.00/month</td> <td>FlightView Web Components</td> </tr> <tr> <td style="text-align: right;">\$240.00/month</td> <td>FlightView Displays: Flight Information</td> </tr> <tr> <td style="text-align: right;">\$97.50/month</td> <td>FlightView Displays: Air Traffic Live</td> </tr> <tr> <td style="text-align: right;">\$80.50/month</td> <td>FlightView Displays: Weather Live</td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black;">\$618.00/month</td> <td style="border-top: 1px solid black;">Total monthly subscription fee</td> </tr> </table>	\$2,250.00	FlightView Web Components	\$950.00	FlightView Displays: Flight Information	\$807.50	FlightView Displays: Air Traffic Live	\$807.50	FlightView Displays: Weather Live	\$4,815.00	Total one time setup fee	\$200.00/month	FlightView Web Components	\$240.00/month	FlightView Displays: Flight Information	\$97.50/month	FlightView Displays: Air Traffic Live	\$80.50/month	FlightView Displays: Weather Live	\$618.00/month	Total monthly subscription fee
\$2,250.00	FlightView Web Components																				
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\$807.50	FlightView Displays: Weather Live																				
\$4,815.00	Total one time setup fee																				
\$200.00/month	FlightView Web Components																				
\$240.00/month	FlightView Displays: Flight Information																				
\$97.50/month	FlightView Displays: Air Traffic Live																				
\$80.50/month	FlightView Displays: Weather Live																				
\$618.00/month	Total monthly subscription fee																				
Term of License	12 months with Auto-Renew																				

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ST GEORGE MUNICIPAL AIRPORT

FLIGHTVIEW INC

By: _____

By:

Print Name: Daniel D. McArthur

Print Name: Michael H. Benjamin

Title: Mayor

Title: CEO

Date Signed: _____

Date Signed: October 24, 2013

Approved as to form:

10-31-13
Shawn M. Guzman,
 City Attorney



1 Definitions

"ASD Data Feed" means the Aircraft Situation Display data feed of the FAA, currently supplied through a memorandum of agreement between FVI and the FAA.

"Content Request" or "Hit" means an individual request submitted to the FlightView Web Server for specific FlightView® Content. Examples of a Content Request include an http formatted request for an XML response containing current information on a flight or set of flights, or an http request for a graphic representing airport delay status.

"Display Monitor" is a physical electronic display employing CRT, LCD, Plasma or other display technology used to present FlightView Content over a portion of the display area and/or a portion of the display time. For licensing purposes, each Display Monitor that presents FlightView Content counts as a single licensed unit.

"FAA" means the Federal Aviation Administration.

"FVI" means FlightView Inc a Massachusetts corporation that builds FlightView Products.

"FlightView® Content" means data, graphics, web pages, parts of web pages, and information concerning flights, air travel, weather and related topics derived by FVI from the ASD Data Feed and other sources using proprietary techniques.

"FlightView Web Server" means a web server or servers provided by FVI for access by the Company for the retrieval of FlightView® Content.

"Licensed Product" means the services described on the first page of this agreement which contain FlightView® Content.

"Parties," means FVI, and the Company.

"Permitted Uses" are described on the first page of this document on a product by product basis.

2 Grant of License

Subject to the terms of this Agreement, FVI hereby grants to the Company a non-exclusive worldwide license to the Licensed Product containing FlightView® Content for the Permitted Uses. No license is granted hereunder for the retransmission of any FlightView® Content for use in another commercial service. FlightView® Content delivered as graphics must be displayed in their entirety.

3 Responsibilities of the Parties

3.1 Duties of FlightView Inc.

FVI at its own expense shall be responsible for:

- 3.1.1 **FlightView Web Server** – Provide the FlightView Web Server to process Company Content Requests and to reply with FlightView® Content. FVI shall make the FlightView Web Server, and the FlightView® Content available on a 24 hour – 7 days a week basis (subject to an allowance for downtime for technical reasons that is reasonable and customary for companies primarily engaged in providing Internet services, and subject further to interruptions in service caused by interruptions in the ASD Data Feed and/or failures of telecommunications providers or power outages).

- 3.1.2 **Notice of Changes** - Providing to the Company, 14 days notice concerning upcoming changes in its and FlightView® Content.

3.2 Duties of Company

- 3.2.1 In connection with using the FlightView® Content, the Company shall:

- 3.2.2 **References to FAA** - The Company shall refer to the FlightView® Content in accordance with this Agreement only as FlightView data and the Company shall make no reference to the FAA or ASD. Neither the United States Government nor the FAA endorse, guarantee or make any representation about the availability, accuracy, reliability, or any other quality of the ASD Data Feed.

- 3.2.3 **Display of FlightView Trademark and Logo** - Company shall not block or obstruct display of the FlightView logo contained in graphical FlightView® Content. If the Company is using FlightView data to construct displays or graphics they shall include the FlightView logo or the "powered by FlightView" legend.

- 3.2.4 **License Restrictions** - The Company may not, nor may it permit others to: (1) use FlightView® Content for air safety or air traffic control or in violation of any FAA regulations; or (2) export, re-export or use FlightView® Content or any copy thereof in violation of the export control laws or other laws of the United States of America or any other country. The terms and conditions for indirect subscribers set forth in the Federal Aviation Administration's Memorandum of Agreement for Industry Access to Aircraft Situation Display and National Airspace System Status Information Data (MOA) dated August 10, 2007 or any revisions to this MOA are incorporated herein by reference.

- 3.2.5 **Compliance with Law; Disclaimer** - The Company must use the FlightView® Content in compliance with all requirements of law, including any restrictions imposed by the FAA or any other governmental agency.

4 Intellectual Property Rights

4.1 FlightView Data; FlightView Trademark -

FVI retains sole and exclusive ownership in the FlightView® Content, all copyrights associated therewith, and the FlightView trademark. FVI's sole and exclusive ownership includes its business methods and concepts, including methods of data capture, array and display used in deriving and generating the FlightView® Content.

4.2 Marks

In using trade names, trademarks and service marks, hereunder ("Marks"), each Party acknowledges and agrees that (a) it will use the other Party's Marks in accordance with that Party's guidelines; (b) the other Party's Marks are and shall remain the sole property of the other Party; (c) nothing in this Agreement shall confer in the Party any right of ownership in the other Party's Marks; and (d) the Party shall not now or in the future contest the validity of the other Party's Marks.

4.3 Data Integration

In some situations the Company will provide data or a data feed containing additional information that they wish to have integrated into the FlightView® Content. The Company grants FVI a non-exclusive royalty-free worldwide license to use the data in FlightView® Content and the related FlightView products and services.

5 Revenue / Fees / Payments

Fees are indicated on the first page of this agreement. Initial set-up fee is due upon signing of this agreement. Subscription fees are invoiced in advance. Additional usage fees (if applicable) are invoiced in the following month.

6 Term and Termination

The term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year, and shall automatically renew for additional one (1) year renewal periods if neither party gives sixty (60) days notice of non-renewal to the other.

FVI may terminate this Agreement if it no longer has access to the ASD Data Feed.



Any Party may terminate this Agreement at any time in the event of a material breach by the other Party, which remains uncured after thirty (30) days' written notice thereof.

7 Representations and Warranties

7.1 **Company** - Company represents and warrants to FVI that the Site will not infringe on any U.S. copyright, patent or any other proprietary right of any third Party.

7.2 **FlightView Inc.** - FVI represents and warrants to Company that (a) the FlightView Pages do not and will not contain any content or material that infringes on or violates any applicable law or regulation, or any proprietary right of any third Party; and (b) it has the right to grant the license provided in this Agreement.

8 Confidentiality

Each Party acknowledges and agrees that any and all information emanating from the other Party's business and not publicly known, including, without limitation, the contents of this Agreement, technical processes and formulas, source codes, names, addresses, and information about network subscribers, product designs, customer lists, sales, cost and other unpublished financial information, product plans, and marketing data, is confidential and proprietary information. Each Party agrees that it shall take reasonable steps, at least substantially equivalent to the steps as it takes to protect its own proprietary information, during the term of this Agreement, to prevent the duplication or disclosure of any such confidential and proprietary information, other than by or to its employees or agents who must have access to such information to perform such Party's obligations hereunder, who shall each treat such information as provided herein, and as may be required by either of the parties for public or private financing (provided, however, that the party seeking to disclose such information in connection with a financing shall give prior notice of such a proposed disclosure to the other Party and an explanation of why such disclosure is deemed necessary). If such information is publicly known, already known by, or in the possession of, the non-disclosing Party; is independently developed by the non-disclosing Party; is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party; or is required to be disclosed by law, regulation, or court order; then there shall be no restriction of the use of such information.

9 Limitation of Liability: Disclaimer; Indemnification

9.1 Liability.

OTHER THAN THE INDEMNIFICATION OBLIGATIONS AS PROVIDED IN SECTION 9.3 BELOW, UNDER NO CIRCUMSTANCES SHALL A PARTY BE LIABLE TO THE OTHER PARTY OR PARTIES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE USE OR INABILITY TO USE THE FLIGHTVIEW CONTENT, OR THE FLIGHTVIEW WEB SERVER, OR ANY OTHER PROVISION OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

9.2 No Additional Warranties.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY THEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FLIGHTVIEW CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM

COURSE OF DEALING OR COURSE OF PERFORMANCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE PROFITABILITY OF THE SITE OR DATA STREAM.

9.3 Indemnity.

Each Party will defend, indemnify, save and hold harmless the other Party and the officers, directors, agents, affiliates, distributors, franchisees and employees of the other Party from any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees ("Liabilities"), resulting from the indemnifying Party's breach of any material duty, representation, or warranty contained in this Agreement, except there shall be no obligation to indemnify, defend, save and hold harmless where Liabilities result from the gross negligence or knowing and willful misconduct of the other Party.

9.4 Claims.

Each Party agrees to promptly notify the other Party in writing of any indemnifiable claim and give the other Party the opportunity to defend or negotiate a settlement of any such claim at such other Party's expense, and cooperate fully with the other Party, at that other Party's expense, in defending or settling such claim.

10 General

10.1 **Amendment.** No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by Company.

10.2 **Assignment.** Neither this Agreement, nor any rights hereunder in whole or in part, shall be assignable or otherwise transferable by either Party, and the obligations contained in This Agreement shall survive and continue after termination of this Agreement, provided that either Party may assign or transfer this Agreement and rights and obligations hereunder to any successor company including a purchaser of substantially all the assets of such Party.

10.3 **Compliance with Laws.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable Federal, state, and local laws, rules, regulations, court orders, and governmental or regulatory agency orders.

10.4 **Construction.** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law and the remainder of this Agreement shall remain in full force and effect.

10.5 **Governing Law; Forum.** This Agreement shall be governed by and construed and enforced in accordance with the law of the Commonwealth of Massachusetts without giving effect to conflict of laws. Any dispute or controversy arising out of or involving this Agreement shall be tried exclusively in a Massachusetts state court, and each Party hereby irrevocably consents to the jurisdiction of such court.

10.6 **Entire Agreement.** This Agreement sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the transactions set forth herein. Neither Party shall be bound by, and each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other Party in any correspondence or other document, unless the Party to be bound thereby specifically agrees to such provision in writing.



- 10.7 **Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 10.8 **No Waiver.** The failure of either Party to insist upon or enforce strict performance by the other Party of any provisions of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment in any extent of such Party rights to assert or rely upon any such provision of right in that or any other instances; rather, the same shall be and remain in full force and effect.
- 10.9 **Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed or (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt to the address of the Party to whom the same is directed.
- 10.10 **Survival.** Sections 6 through 10 shall survive the completion, expiration, termination or cancellation of this Agreement.