



Washington City Council
Regular Meeting Agenda
July 27, 2022

PUBLIC NOTICE is hereby given that the Washington City Council will hold a Public Electronic Regular Meeting on **Wednesday, July 27, 2022 at 6:00 P.M.** hosted at the Washington City Office located at 111 North 100 East, Washington, Utah. The meeting will be broadcast via Youtube Live linked online at <https://washingtoncity.org/meetings>

Invocation
Pledge of Allegiance

1. APPROVAL OF AGENDA

2. ANNOUNCEMENTS

3. DECLARATION OF ABSTENTIONS & CONFLICTS

4. CONSENT AGENDA

- a. Consideration to approve the minutes from the City Council Meeting of 07/13/22.
- b. Consideration to approve a Final Plat Queensridge Phase 2 located at approximately 3500 S. Washington Fields Rd. Applicant: Simister Development LLC
- c. Consideration to approve a Final Plat for Queensridge Phase 3 located at approximately 3500 S. Washington Fields Road. Applicant: Simister Development LLC
- d. Consideration to approve an Award of Bid for Steel Transmission Structures for the Main St. Substation upgrade & UDOT Exit 11 projects to TransAmerican Power Products (TAPP) in the amount of \$93,526.00. Power Director Rick Hansen
- e. Consideration to approve an Award of Bid for the 69 kV Switches for the Main St. Substation upgrade project to PASCOR in the amount of \$50,610.00. Power Director Rick Hansen
- f. Consideration to allow for additional Cities to participate in an Automatic and Mutual Aid Fire and Emergency Medical Services Interlocal

5. ORDINANCES

- a. Consideration to approve an Ordinance Amending City Code Title 9 Chapters 9-8A-8(A) and 9-8B-7(A) Removing Family Member Restrictive Language from Detached Accessory Dwelling Units. City Attorney Thad Seegmiller
- b. Consideration to approve an Ordinance Amending City Code Chapter 8 Title 8 Regulation for Construction Time of Public Projects. City Attorney Thad Seegmiller

6. RESOLUTION

- a. Consideration to approve a Resolution adopting the 2022 Five County Associations of Governments Multi-Jurisdictional Natural Hazard Mitigation Plan. City Engineer Paul Mogle

7. SIGNAGE

- a. Consideration to approve Sienna Hills Auto Mall Signage Plan. City Manager Jeremy Redd

8. REPORT OF OFFICERS FROM ASSIGNED COMMITTEE

9. CITY MANAGER REPORT

10. CLOSED SESSION

- a. Purchase, exchange, or lease of property;
- b. Pending or potential litigation;
- c. Character or professional competence of an individual.

11. ADJOURNMENT

POSTED this 21st day of July, 2022
Tara Pentz, City Recorder

In accordance with the Americans with Disabilities Act, Washington City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by calling the City Recorder at 656-6308 at least 24 hours in advance of the meeting to be held.



2021 Statistics & Accomplishments

St. George Regional Hospital

LEADERSHIP



Mitchell Cloward
Administrator



Cyndi Gilbert
Governing Board Chair



John Cottam
Foundation Board
Chair

STATISTICS

	2021	2020
Inpatient Admissions	20,457	19,551
Outpatient Admissions	6,123	5,371
Total Admission	26,580	24,922
Inpatient Surgeries	4,098	4,510
Outpatient Surgeries	12,333	10,337
ER Visits	60,451	52,669
Births	2,625	2,465
Lab Tests	1,291,062	1,232,894
Imaging Procedures	190,411	168,060
Turnover Rate	16%	12.9%
New Employees Hired	609	322
Total Employees	2,832	2,533
New Physicians	38	41
Total Physicians	422	354

Volunteer Hours	11,450*	12,676
Total Volunteers	144*	230
Total Charity Care	\$23,071,876	\$20,264,657

*Volunteer statistics were lower in 2021 due to COVID restrictions

HOSPITAL/FACILITY ACCOMPLISHMENTS

- U.S. News & World Report named St. George Regional Hospital as the #3 hospital in Utah and awarded high-performing status in 12 categories.
- The Centers for Medicare & Medicaid Services (CMS) awarded St. George with a 5-star quality rating.
- St. George Regional was one of five Intermountain hospitals to be named 2021 Best Hospitals in the U.S. by Newsweek.
- St. George Regional has received all A's in the Leapfrog Hospital Safety Grades since Spring 2019.
- Received the 2021 Women's Choice Award for outstanding achievement in clinical excellence and patient experience in Obstetrics, Heart Care and Stroke Center.
- Broke ground on the Hurricane Campus of St. George Regional Hospital.
- Performed the first MitraClip procedure in St. George.
- Performed the 5,000th open-heart surgery at St. George Regional Hospital.

INTERMOUNTAIN HEALTHCARE ACCOMPLISHMENTS

- Intermountain hospitals account for four of the five best hospitals in Utah according to U.S. News and World Report's 2021/22 Best Hospitals rankings.
- Intermountain named to Forbes' Best in State Employers list.
- Intermountain caregivers honored as Healthcare Heroes by Utah Business Magazine for valor during the COVID-19 pandemic.
- Intermountain's Supply Chain Organization received their fourth consecutive *Master Level recognition* by Gartner.



1380 E. Medical Center Dr., St. George, UT 84790
www.stgeorgeregional.org | Phone 435.251.1000



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WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE: July 27, 2022

ACTION REQUESTED: Final Plat approval for the Queensridge Phase-2 Subdivision, located at approximately 3500 South and Washington Fields Rd

APPLICANT: Stephen Simister

OWNER: Simister Development LLC

ENGINEER: Civil Science

REVIEWED BY: Eldon Gibb, City Planner

RECOMMENDATION: Recommend approval with conditions

Background

The applicant is requesting approval of a final plat for the Queensride, Phase-2 subdivision, located at approximately 3500 South and Washington Fields Road. This particular subdivision is proposing 21 lots on an area covering 10.32 acres. The specific location of this subdivision is zoned single family residential 12,000 sq. ft minimum (R-1-12).

Staff has reviewed the requested proposal and the proposed final plat conforms to the approved preliminary plat which was approved by the City Council on November 23, 2021.

Recommendation

Staff recommends that the City Council approve the Final plat for the Queensride, Phase 2 subdivision, based on the following findings and subject to the following conditions:

Findings

1. The final plat meets the land use designation as outlined in the General Plan for the proposed area.
2. That the final plat conforms to the Washington City Zoning Ordinance and Subdivision Ordinance as outlined.

3. The proposed final plat conforms to the approved preliminary plat.

Conditions

1. All improvements shall be completed or bonded for prior to recording the final plat.
2. A current title report policy shall be submitted prior to recording the final plat.
3. Any referenced control monuments related to this subdivision shall be in place prior to recordation of the final plat. A stamped and signed letter from a professional land surveyor licensed in the state of Utah that verifies that the referenced control monuments are in place shall be submitted to the Community Development Department for filing prior to plat recordation.
4. When applicable, in the General Notes where the terms “Home Owners Association”, or “Property Owners” are used, they shall be changed to read as “Property Owners and/or Home Owners Association”.
5. That a Post Construction Maintenance Agreement be recorded prior to the recording of the final plat.
6. Carried over from the prelim plat approval - Phase-2 will include the buildout and expansion of Washington Fields road along all of the proposed development.
7. The rock walls within the development will not be higher than 10 feet unless there is a setback as per city code.
8. The material for the rock walls must be consistent within the natural landscape of the area.

Council Member Coats made a motion to approve a Preliminary Plat for Queensridge Phase 2-5 located at approximately 3500 South and Washington Fields Road with the findings and conditions of Staff and as recommended by the Planning Commission; with the additional conditions: 15. The rock walls within the development be no higher than 10 feet unless there is a setback as per city code. 16. The canal trail easement will be granted at the first final plat or before. 17. The material for the rock walls must be consistent within the natural landscape of the area. Council Member Bundy seconded the motion; which passed with the following role call vote:

<i>Council Member Bundy</i>	<i>Aye</i>
<i>Council Member Coats</i>	<i>Aye</i>
<i>Council Member Ivie</i>	<i>Aye</i>
<i>Council Member Staheli</i>	<i>Aye</i>
<i>Council Member Ward</i>	<i>Aye</i>



PROJECT FLOW CARD
MEETING DATE

Queensridge ph-2
July 27, 2022

Planning	No comment	
Public Works		
Engineer	No comment	
Fire Dept.	No comment	
Parks/Trails		
Building dept	No Comment	
Washington Power	No Comment	
Dixie Power	Approved 7-8-22	
Economic Dev	No comments.	
Hillside	Not applicable	
OK to move to PC/CC		

Additional Comments:

QUEENSRIDGE PHASE 2

LOCATED IN
NE 1/4 OF SECTION 35 & NW 1/4 OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 15 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - WASHINGTON, UTAH



DRAFT COPY FOR REVIEW ONLY

GENERAL NOTES

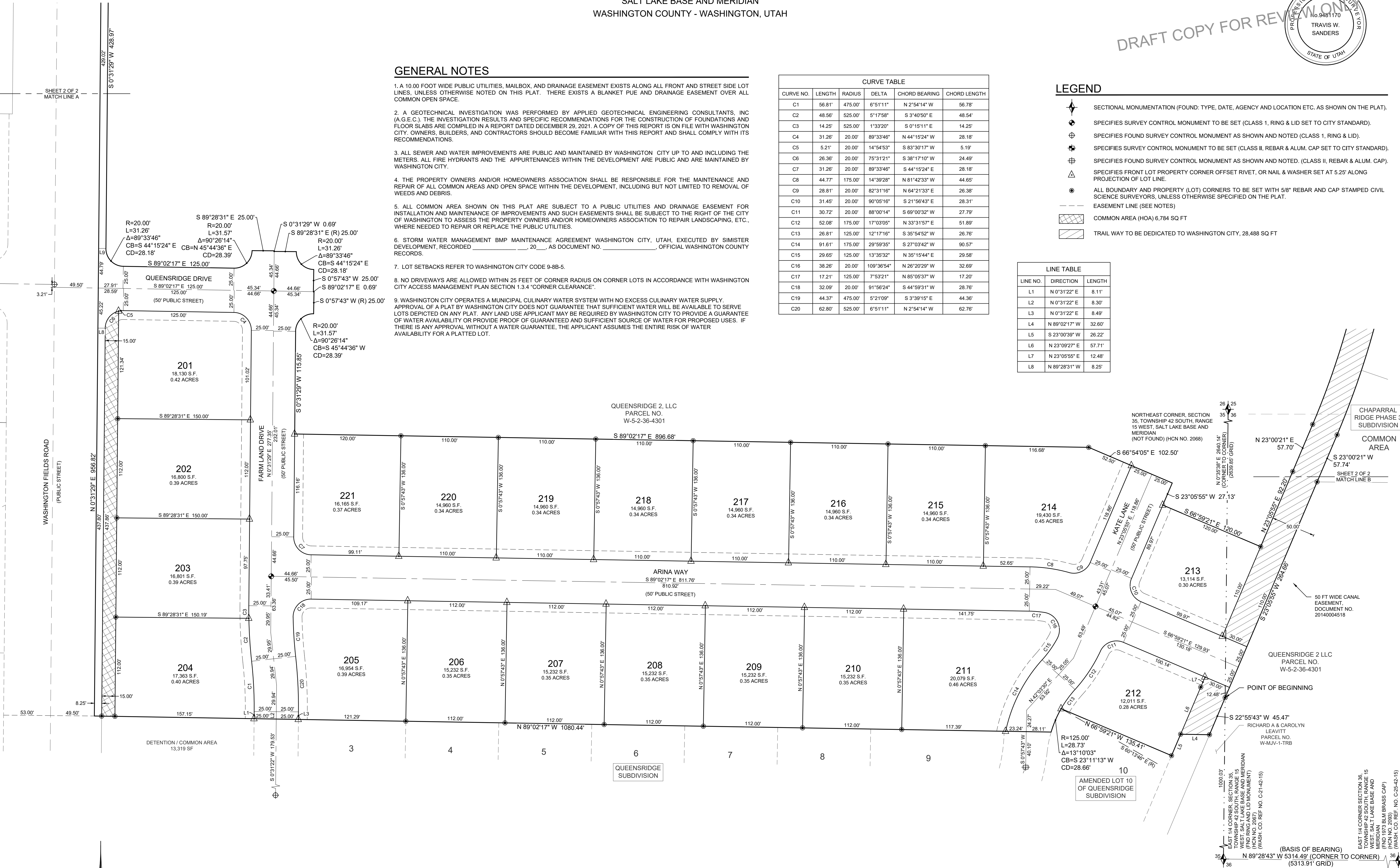
1. A 10.00 FOOT WIDE PUBLIC UTILITIES, MAILBOX, AND DRAINAGE EASEMENT EXISTS ALONG ALL FRONT AND STREET SIDE LOT LINES, UNLESS OTHERWISE NOTED ON THIS PLAT. THERE EXISTS A BLANKET PUE AND DRAINAGE EASEMENT OVER ALL COMMON OPEN SPACE.
2. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC (A.G.E.C.). THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS AND FLOOR SLABS ARE COMPILED IN A REPORT DATED DECEMBER 29, 2021. A COPY OF THIS REPORT IS ON FILE WITH WASHINGTON CITY. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND SHALL COMPLY WITH ITS RECOMMENDATIONS.
3. ALL SEWER AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY WASHINGTON CITY UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THE APPURTENANCES WITHIN THE DEVELOPMENT ARE PUBLIC AND ARE MAINTAINED BY WASHINGTON CITY.
4. THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL COMMON AREAS AND OPEN SPACE WITHIN THE DEVELOPMENT, INCLUDING BUT NOT LIMITED TO REMOVAL OF WEEDS AND DEBRIS.
5. ALL COMMON AREA SHOWN ON THIS PLAT ARE SUBJECT TO A PUBLIC UTILITIES AND DRAINAGE EASEMENT FOR INSTALLATION AND MAINTENANCE OF IMPROVEMENTS AND SUCH EASEMENTS SHALL BE SUBJECT TO THE RIGHT OF THE CITY OF WASHINGTON TO ASSESS THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION TO REPAIR LANDSCAPING, ETC., WHERE NEEDED TO REPAIR OR REPLACE THE PUBLIC UTILITIES.
6. STORM WATER MANAGEMENT BMP MAINTENANCE AGREEMENT WASHINGTON CITY, UTAH, EXECUTED BY SIMSTER DEVELOPMENT, RECORDED _____, 20____, AS DOCUMENT NO. _____, OFFICIAL WASHINGTON COUNTY RECORDS.
7. LOT SETBACKS REFER TO WASHINGTON CITY CODE 9-8B-5.
8. NO DRIVEWAYS ARE ALLOWED WITHIN 25 FEET OF CORNER RADIUS ON CORNER LOTS IN ACCORDANCE WITH WASHINGTON CITY ACCESS MANAGEMENT PLAN SECTION 1.3.4 "CORNER CLEARANCE".
9. WASHINGTON CITY OPERATES A MUNICIPAL CULINARY WATER SYSTEM WITH NO EXCESS CULINARY WATER SUPPLY. APPROVAL OF A PLAT BY WASHINGTON CITY DOES NOT GUARANTEE THAT SUFFICIENT WATER WILL BE AVAILABLE TO SERVE LOTS DEPICTED ON ANY PLAT. ANY LAND USE APPLICANT MAY BE REQUIRED BY WASHINGTON CITY TO PROVIDE A GUARANTEE OF WATER AVAILABILITY OR PROVIDE PROOF OF GUARANTEED AND SUFFICIENT SOURCE OF WATER FOR PROPOSED USES. IF THERE IS ANY APPROVAL WITHOUT A WATER GUARANTEE, THE APPLICANT ASSUMES THE ENTIRE RISK OF WATER AVAILABILITY FOR A PLATTED LOT.

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	56.81'	475.00'	6°51'11"	N 2°54'14" W
C2	48.56'	525.00'	5°17'58"	S 3°40'50" E
C3	14.25'	525.00'	1°33'20"	S 0°15'11" E
C4	31.26'	20.00'	89°33'46"	N 44°15'24" W
C5	5.21'	20.00'	14°54'53"	S 83°30'17" W
C6	26.36'	20.00'	75°31'21"	S 38°17'10" W
C7	31.26'	20.00'	89°33'46"	S 44°15'24" E
C8	44.77'	175.00'	14°39'28"	N 81°42'33" W
C9	28.81'	20.00'	82°31'16"	N 64°21'33" E
C10	31.45'	20.00'	90°05'16"	S 21°56'43" E
C11	30.72'	20.00'	88°00'14"	S 69°00'32" W
C12	52.08'	175.00'	17°03'05"	N 33°31'57" E
C13	26.81'	125.00'	12°17'16"	S 35°54'52" W
C14	91.61'	175.00'	29°59'35"	S 27°03'42" W
C15	29.65'	125.00'	13°35'32"	N 35°15'44" E
C16	38.26'	20.00'	109°36'54"	N 26°20'29" W
C17	17.21'	125.00'	7°53'21"	N 85°05'37" W
C18	32.09'	20.00'	91°56'24"	S 44°59'31" W
C19	44.37'	475.00'	5°21'09"	S 3°39'15" E
C20	62.80'	525.00'	6°51'11"	N 2°54'14" W

LEGEND

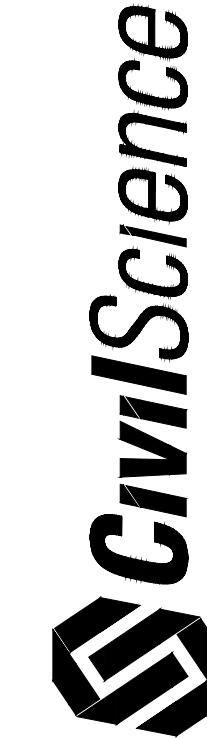
- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS I, RING & LID SET TO CITY STANDARD).
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS I, RING & LID).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD).
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED. (CLASS II, REBAR & ALUM. CAP).
- SPECIFIES FRONT LOT PROPERTY CORNER OFFSET RIVET, OR NAIL & WASHER SET AT 5.25' ALONG PROJECTION OF LOT LINE.
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED CIVIL SCIENCE SURVEYORS, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- EASEMENT LINE (SEE NOTES)
- COMMON AREA (HOA) 6,784 SQ FT
- TRAIL WAY TO BE DEDICATED TO WASHINGTON CITY, 28,488 SQ FT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N 0°31'22" E	8.11'
L2	N 0°31'22" E	8.30'
L3	N 0°31'22" E	8.49'
L4	N 89°02'17" W	32.60'
L5	S 23°00'39" W	26.22'
L6	N 23°09'27" E	57.71'
L7	N 23°05'55" E	12.48'
L8	N 89°28'31" W	8.25'



APPROVAL OF PUBLIC WORKS THE HERON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF ____ A.D. 20____	CITY ENGINEER'S APPROVAL THE HERON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF ____ A.D. 20____	APPROVAL AS TO FORM APPROVED AS TO FORM, THIS THE ____ DAY OF ____ A.D. 20____	APPROVAL AND ACCEPTANCE BY WASHINGTON CITY, UTAH WE, THE MAYOR AND CITY COUNCIL OF THE WASHINGTON, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF ____ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	TREASURER APPROVAL I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF ____ A.D. 20____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	RECORDED No.
PUBLIC WORKS, WASHINGTON CITY	CITY ENGINEER, WASHINGTON CITY	CITY ATTORNEY, WASHINGTON CITY	ATTEST: CITY RECORDER, WASHINGTON CITY	MAYOR, WASHINGTON CITY	WASHINGTON COUNTY TREASURER
					WASHINGTON COUNTY RECORDER

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.966.0100



QUEENSRIDGE PHASE 2
LOCATED IN
NE 1/4 OF SECTION 35 & NW 1/4 OF SECTION 36, TOWNSHIP 42 SOUTH,
RANGE 15 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: 21226	CHECKED BY: TWS
DRAWN BY: P.W	SCALE OF SHEET
DATE: 7-7-2022	HOR SCALE: 1" = 50'
SHEET	
1	
OF	
2	

LIMITED LIABILITY ACKNOWLEDGMENT

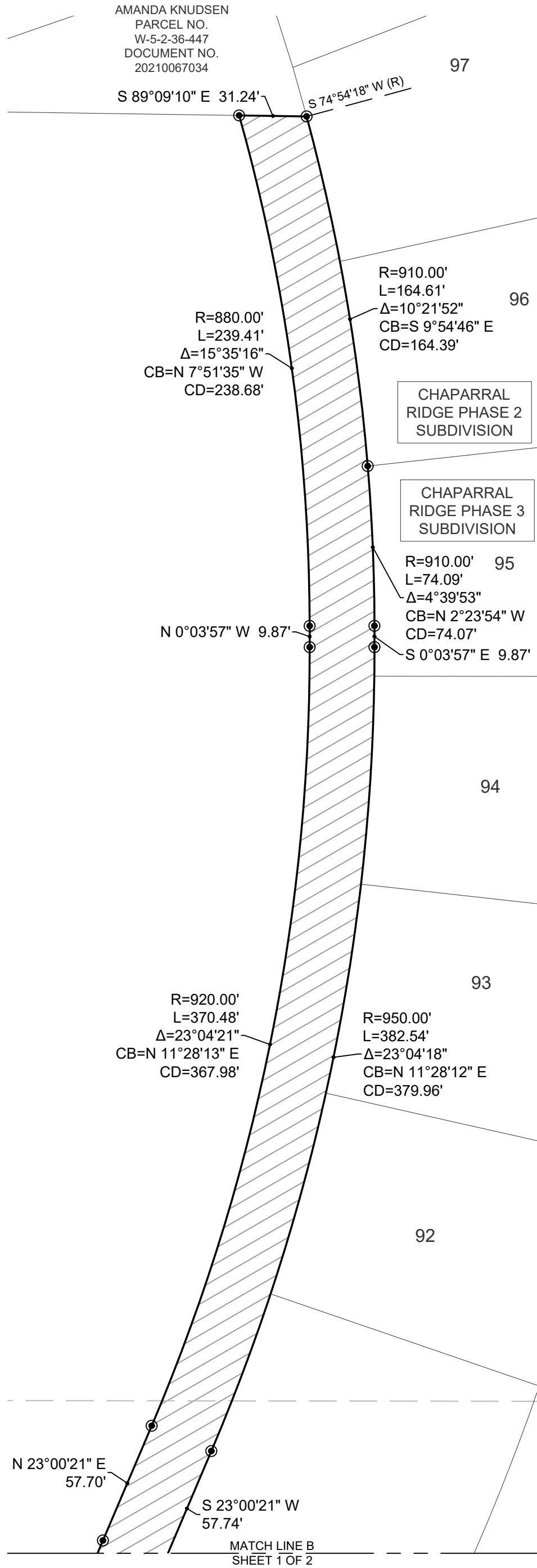
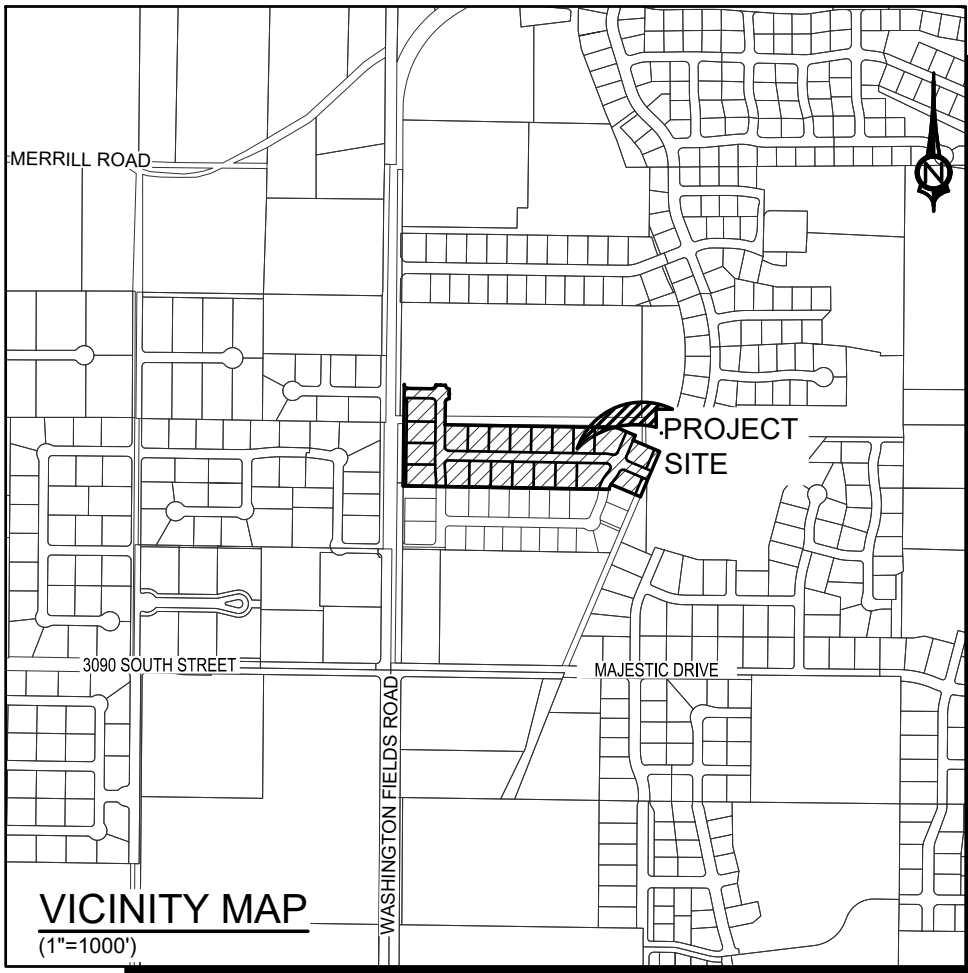
STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE _____ DAY OF _____ 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____ WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER/MEMBER OF QUEENSRIDGE 2, LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF QUEENSRIDGE 2, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ COMMISSION NUMBER: _____
NOTARY PUBLIC FULL NAME: _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

QUEENSRIDGE PHASE 2

LOCATED IN
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SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - WASHINGTON, UTAH



SURVEYOR'S CERTIFICATE

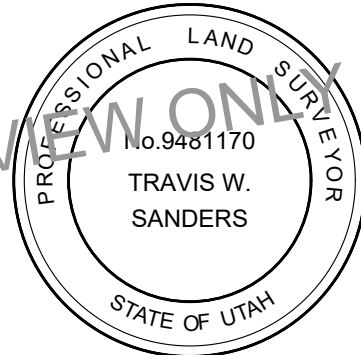
I, TRAVIS SANDERS, A PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 9481170, HOLD THIS LICENSE IN ACCORDANCE WITH TITLE 88 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, PUBLIC STREETS, EASEMENTS, COMMON SPACE AND A TRAIL WAY TO BE HEREINAFTER KNOWN AS:

QUEENSRIDGE PHASE 2

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE _____

TRAVIS W. SANDERS, PLS



BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 0°35'38" E 1000.03 FEET ALONG THE EAST SECTION LINE OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE EAST 1/4 CORNER OF SAID SECTION 35, POINT BEING ON THE WESTERLY BOUNDARY OF MAJESTIC VIEW PHASE 1, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE S 22°55'43" W 45.47 FEET ALONG SAID BOUNDARY, TO THE NORTHEAST CORNER OF QUEENSRIDGE, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 89°02'17" W 32.60 FEET ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION; THENCE S 23°00'39" W 26.22 FEET, TO THE NORTHEAST CORNER OF LOT 10 AS SHOWN ON AMENDED LOT 10 OF QUEENSRIDGE, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID LOT THE FOLLOWINGS TWO (2) COURSES, (1) N 66°59'21" W 135.41 FEET, TO A POINT ON A 125.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 60°13'46" E, (2) THENCE ALONG THE ARC OF SAID CURVE 28.73 FEET THROUGH A CENTRAL ANGLE OF 13°10'03", TO A POINT ON THE NORTH BOUNDARY OF SAID QUEENSRIDGE; THENCE N 89°02'17" W 1080.44 FEET ALONG SAID BOUNDARY, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF WASHINGTON FIELDS ROAD; THENCE N 0°31'29" E 956.82 FEET ALONG SAID RIGHT OF WAY LINE, TO A POINT ON THE SOUTH BOUNDARY LINE OF CHAPARRAL RIDGE PHASE 7, RECORDED AND ON FILE IN THE OFFICE OF THE SAID RECORDER; THENCE S 89°09'10" E 8.25 FEET ALONG SAID LINE; THENCE S 0°31'29" W 428.97 FEET, TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.26 FEET THROUGH A CENTRAL ANGLE OF 89°33'46"; THENCE S 89°02'17" E 0.69 FEET; THENCE S 89°02'17" E 125.00 FEET, TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.57 FEET THROUGH A CENTRAL ANGLE OF 90°26'14"; THENCE S 89°28'31" E 25.00 FEET; THENCE S 0°31'29" W 0.69 FEET; THENCE S 89°28'31" E 25.00 FEET, TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 89°28'31" E; THENCE ALONG THE ARC OF SAID CURVE 31.26 FEET THROUGH A CENTRAL ANGLE OF 89°33'46"; THENCE S 0°57'43" W 25.00 FEET; THENCE S 89°02'17" E 0.69 FEET; THENCE S 0°57'43" W 25.00 FEET, TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 0°57'43" W; THENCE ALONG THE ARC OF SAID CURVE 31.57 FEET THROUGH A CENTRAL ANGLE OF 90°26'14"; THENCE S 0°31'29" W 115.85 FEET; THENCE S 89°02'17" E 896.68 FEET; THENCE S 66°54'05" E 102.50 FEET; THENCE S 23°05'55" W 27.13 FEET; THENCE S 66°59'21" E 120.00 FEET; THENCE N 23°05'55" E 92.20 FEET; THENCE N 23°00'21" E 57.70 FEET, TO THE POINT OF A 920.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 370.48 FEET THROUGH A CENTRAL ANGLE OF 23°04'21"; THENCE N 0°03'57" W 9.87 FEET, TO THE POINT OF A 880.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 239.41 FEET THROUGH A CENTRAL ANGLE OF 15°35'16", TO A POINT ON THE SOUTH LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20210067034, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE S 89°09'10" E 31.24 FEET ALONG SAID LINE, TO A POINT ON THE WEST BOUNDARY LINE OF CHAPARRAL RIDGE PHASE 2, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER, POINT ALSO BEING ON A 910.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S 74°54'18" W; THENCE ALONG SAID BOUNDARY AND ARC OF SAID CURVE 164.61 FEET THROUGH A CENTRAL ANGLE OF 10°21'52", TO THE NORTHWEST CORNER OF LOT 95 OF CHAPARRAL RIDGE PHASE 3, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER, POINT ALSO BEING ON A 910.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE ALONG THE WEST BOUNDARY OF SAID CHAPARRAL RIDGE PHASE 3 THE FOLLOWING FOUR (4) COURSES, (1) ALONG THE ARC OF SAID CURVE 74.09 FEET THROUGH A CENTRAL ANGLE OF 4°39'53", (2) THENCE S 0°03'57" E 9.87 FEET, TO THE POINT OF A 950.00 FOOT RADIUS CURVE TO THE RIGHT, (3) THENCE ALONG THE ARC OF SAID CURVE 382.54 FEET THROUGH A CENTRAL ANGLE OF 23°04'18", (4) THENCE S 23°00'21" W 57.74 FEET; THENCE S 23°05'55" W 264.66 FEET, TO THE POINT OF BEGINNING.

CONTAINING 480,550 SQ FT OR 11.03 ACRES MORE OR LESS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, EASEMENTS, COMMON SPACE AND A TRAIL WAY TO HEREAFTER BE KNOWN AS:

QUEENSRIDGE PHASE 2

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO WASHINGTON CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS, TRAIL WAY AND EASEMENTS, ALL LOTS, PUBLIC STREETS, EASEMENTS, COMMON SPACE AND A PARCEL ARE AS NOTED OR SHOWN, THE OWNERS DO HEREBY WARRANT TO WASHINGTON CITY AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, _____, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE _____, AS SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

QUEENSRIDGE 2, LLC
(A UTAH LIMITED LIABILITY COMPANY)

(MANAGING/MEMBER) STEPHEN SIMISTER



QUEENSRIDGE PHASE 2
LOCATED IN
NE 1/4 OF SECTION 35 & NW 1/4 OF SECTION 36, TOWNSHIP 42 SOUTH,
RANGE 15 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: 21226
DRAWN BY: PJW
DATE: 7-7-2022
CHECKED BY: TWS
SCALE OF SHEET
HOR SCALE: N/A

SHEET
2
OF
2

WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE: July 27, 2022

ACTION REQUESTED: Final Plat approval for the Queensridge Phase-3 Subdivision, located at approximately 3500 South and Washington Fields Rd

APPLICANT: Stephen Simister

OWNER: Simister Development LLC

ENGINEER: Civil Science

REVIEWED BY: Eldon Gibb, City Planner

RECOMMENDATION: Recommend approval with conditions

Background

The applicant is requesting approval of a final plat for the Queensride, Phase-3 subdivision, located at approximately 3500 South and Washington Fields Road. This particular subdivision is proposing 22 lots on an area covering 9.78 acres. The specific location of this subdivision is zoned single family residential 12,000 sq. ft minimum (R-1-12).

Staff has reviewed the requested proposal and the proposed final plat conforms to the approved preliminary plat which was approved by the City Council on November 23, 2021.

Recommendation

Staff recommends that the City Council approve the Final plat for the Queensride, Phase 3 subdivision, based on the following findings and subject to the following conditions:

Findings

1. The final plat meets the land use designation as outlined in the General Plan for the proposed area.
2. That the final plat conforms to the Washington City Zoning Ordinance and Subdivision Ordinance as outlined.

3. The proposed final plat conforms to the approved preliminary plat.

Conditions

1. All improvements shall be completed or bonded for prior to recording the final plat.
2. A current title report policy shall be submitted prior to recording the final plat.
3. Any referenced control monuments related to this subdivision shall be in place prior to recordation of the final plat. A stamped and signed letter from a professional land surveyor licensed in the state of Utah that verifies that the referenced control monuments are in place shall be submitted to the Community Development Department for filing prior to plat recordation.
4. When applicable, in the General Notes where the terms “Home Owners Association”, or “Property Owners” are used, they shall be changed to read as “Property Owners and/or Home Owners Association”.
5. That a Post Construction Maintenance Agreement be recorded prior to the recording of the final plat.
6. Carried over from the prelim plat approval - Phase-2 will include the buildout and expansion of Washington Fields road along all of the proposed development.
7. The rock walls within the development will not be higher than 10 feet unless there is a setback as per city code.
8. The material for the rock walls must be consistent within the natural landscape of the area.

Council Member Coats made a motion to approve a Preliminary Plat for Queensridge Phase 2-5 located at approximately 3500 South and Washington Fields Road with the findings and conditions of Staff and as recommended by the Planning Commission; with the additional conditions: 15. The rock walls within the development be no higher than 10 feet unless there is a setback as per city code. 16. The canal trail easement will be granted at the first final plat or before. 17. The material for the rock walls must be consistent within the natural landscape of the area. Council Member Bundy seconded the motion; which passed with the following role call vote:

<i>Council Member Bundy</i>	<i>Aye</i>
<i>Council Member Coats</i>	<i>Aye</i>
<i>Council Member Ivie</i>	<i>Aye</i>
<i>Council Member Staheli</i>	<i>Aye</i>
<i>Council Member Ward</i>	<i>Aye</i>



PROJECT FLOW CARD
MEETING DATE

Queensridge ph-3
July 27, 2022

Planning	No comment	
Public Works	Requested to dedicate Washington Fields from Ph 3 through Ph 4 are as we are requiring Washington Fields to be paved (Ph 2,3,4,) with Phases 2 and 3.	
Engineer	No comment	
Fire Dept.	No comment	
Parks/Trails		
Building dept	No Comment	
Washington Power	No Comment	
Dixie Power	Approved 7-8-22	
Economic Dev	No comments	
Hillside	Not applicable	
OK to move to PC/CC		

Additional Comments:

QUEENSRIDGE PHASE 3

LOCATED IN
NE 1/4 OF SECTION 35 & NW 1/4 OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 15 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - WASHINGTON, UTAH

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, RING & LID SET TO CITY STANDARD).
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS 1, RING & LID).
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD).
- SPECIFIES FRONT LOT PROPERTY CORNER OFFSET RIVET, OR NAIL & WASHER SET AT 5.25' ALONG PROJECTION OF LOT LINE.
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED CIVIL SCIENCE SURVEYORS, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- EASEMENT LINE (SEE NOTES)
- COMMON AREA (HOA), 8,349 SQ FT.
- WASHINGTON CITY TRAIL WAY (PRIOR DEDICATION)

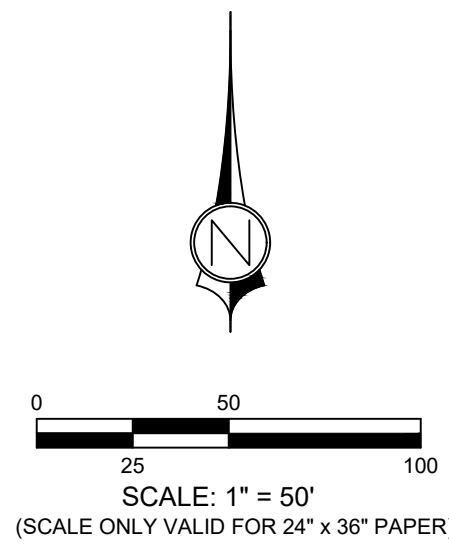


GENERAL NOTES

- A 10.00 FOOT WIDE PUBLIC UTILITIES, MAILBOX, AND DRAINAGE EASEMENT EXISTS ALONG ALL FRONT AND STREET SIDE LOT LINES, UNLESS OTHERWISE NOTED ON THIS PLAT. THERE EXISTS A BLANKET PUE AND DRAINAGE EASEMENT OVER ALL COMMON OPEN SPACE.
- A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC (A.G.E.C.). THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS AND FLOOR SLABS ARE COMPILED IN A REPORT DATED DECEMBER 29, 2022. A COPY OF THIS REPORT IS ON FILE WITH WASHINGTON CITY. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND SHALL COMPLY WITH ITS RECOMMENDATIONS.
- ALL SEWER AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY WASHINGTON CITY UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THE APPURTENANCES WITHIN THE DEVELOPMENT ARE PUBLIC AND ARE MAINTAINED BY WASHINGTON CITY.
- THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL COMMON AREAS AND OPEN SPACE WITHIN THE DEVELOPMENT, INCLUDING BUT NOT LIMITED TO REMOVAL OF WEEDS AND DEBRIS.
- ALL COMMON AREA SHOWN ON THIS PLAT ARE SUBJECT TO A PUBLIC UTILITIES AND DRAINAGE EASEMENT FOR INSTALLATION AND MAINTENANCE OF IMPROVEMENTS AND SUCH EASEMENTS SHALL BE SUBJECT TO THE RIGHT OF THE CITY OF WASHINGTON TO ASSESS THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION TO REPAIR LANDSCAPING, ETC., WHERE NEEDED TO REPAIR OR REPLACE THE PUBLIC UTILITIES.
- STORM WATER MANAGEMENT BMP MAINTENANCE AGREEMENT WASHINGTON CITY, UTAH, EXECUTED BY SIMISTER DEVELOPMENT, RECORDED _____, 20____, AS DOCUMENT NO. _____, OFFICIAL WASHINGTON COUNTY RECORDS.
- LOT SETBACKS REFER TO WASHINGTON CITY CODE 9-8B-5.
- NO DRIVEWAYS ARE ALLOWED WITHIN 25 FEET OF CORNER RADIUS ON CORNER LOTS IN ACCORDANCE WITH WASHINGTON CITY ACCESS MANAGEMENT PLAN SECTION 1.3.4 "CORNER CLEARANCE".
- WASHINGTON CITY OPERATES A MUNICIPAL CULINARY WATER SYSTEM WITH NO EXCESS CULINARY WATER SUPPLY. APPROVAL OF A PLAT BY WASHINGTON CITY DOES NOT GUARANTEE THAT SUFFICIENT WATER WILL BE AVAILABLE TO SERVE LOTS DEPICTED ON ANY PLAT. ANY LAND USE APPLICANT MAY BE REQUIRED BY WASHINGTON CITY TO PROVIDE A GUARANTEE OF WATER AVAILABILITY OR PROVIDE PROOF OF GUARANTEED AND SUFFICIENT SOURCE OF WATER FOR PROPOSED USES. IF THERE IS ANY APPROVAL WITHOUT A WATER GUARANTEE, THE APPLICANT ASSUMES THE ENTIRE RISK OF WATER AVAILABILITY FOR A PLATTED LOT.

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	26.36'	20.00'	75°31'21"	S 37°14'11" E	24.49'
C2	4.90'	20.00'	14°02'25"	S 82°01'04" E	4.89'
C3	31.57'	20.00'	90°26'14"	S 45°44'36" W	28.39'
C4	31.26'	20.00'	89°33'46"	N 44°15'24" W	28.18'
C5	31.57'	20.00'	90°26'14"	N 45°44'36" E	28.39'
C6	52.16'	175.00'	17°04'36"	N 80°29'59" W	51.96'
C7	32.47'	20.00'	93°00'36"	N 61°32'00" E	29.02'
C8	129.25'	750.00'	9°52'27"	N 10°05'29" E	129.09'
C9	95.15'	800.00'	6°48'52"	N 9°24'56" E	95.09'
C10	94.96'	800.00'	6°48'03"	N 16°13'23" E	94.90'
C11	48.52'	800.00'	3°28'31"	N 21°21'40" E	48.52'
C12	13.11'	750.00'	1°00'05"	N 22°35'53" E	13.11'
C13	32.99'	20.00'	94°30'30"	N 25°09'25" W	29.37'
C14	36.27'	125.00'	16°37'37"	N 80°43'28" W	36.15'
C15	109.34'	920.00'	6°48'34"	N 9°27'14" E	109.27'
C16	109.28'	920.00'	6°48'21"	N 16°15'41" E	109.22'
C17	53.65'	920.00'	3°20'29"	N 21°20'06" E	53.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N 89°28'31" W	25.00'
L2	N 0°31'29" E	0.69'
L3	N 89°28'31" W	25.00'
L4	N 0°57'43" E	25.00'
L5	N 89°02'17" W	0.69'
L6	N 0°57'43" E	25.00'
L7	N 23°00'21" E	49.92'
L8	N 23°00'20" E	7.77'



APPROVAL OF PUBLIC WORKS
THE HEREON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, A.D. 20__.
PUBLIC WORKS, WASHINGTON CITY

CITY ENGINEER'S APPROVAL
THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, A.D. 20__.
CITY ENGINEER, WASHINGTON CITY

APPROVAL AS TO FORM
APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20__.
CITY ATTORNEY, WASHINGTON CITY

APPROVAL AND ACCEPTANCE BY WASHINGTON CITY, UTAH
WE, THE MAYOR AND CITY COUNCIL OF THE WASHINGTON, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____, A.D. 20__ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.
ATTEST: CITY RECORDER, WASHINGTON CITY
MAYOR, WASHINGTON CITY

TREASURER APPROVAL
I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.
WASHINGTON COUNTY TREASURER

RECORDED No.
CHECKED BY: TWS
SCALE OF SHEET
HOR SCALE: 1" = 50'
SHEET
1
OF
2

QUEENSRIDGE PHASE 3

LOCATED IN

NE 1/4 OF SECTION 35 & NW 1/4 OF SECTION 36, TOWNSHIP 42 SOUTH,
RANGE 15 WEST, SALT LAKE BASE & MERIDIAN

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100



PROJ. #: 21226
DRAWN BY: PJW
DATE: 7-5-2022

CHECKED BY: TWS
SCALE OF SHEET
HOR SCALE: 1" = 50'

SHEET

1

OF

2

LIMITED LIABILITY ACKNOWLEDGMENT

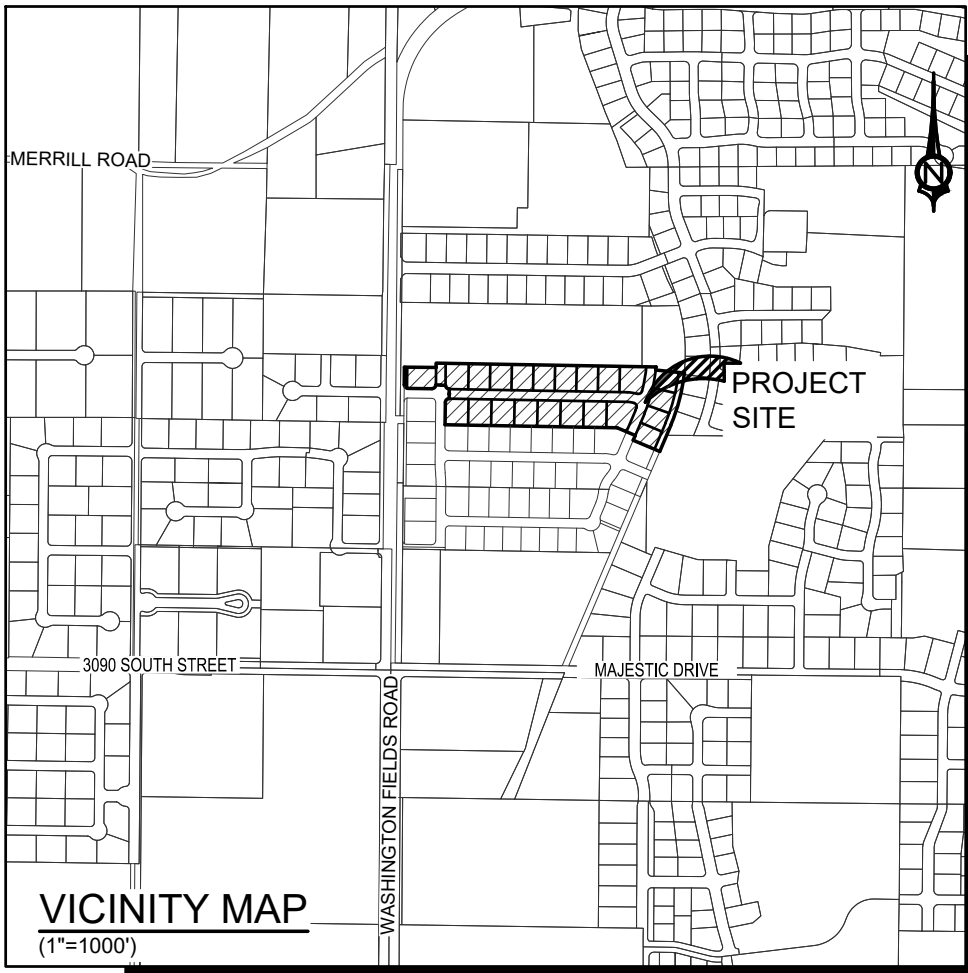
STATE OF _____ }
COUNTY OF _____ } s.s.

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____ WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER/MEMBER OF QUEENSRIDGE 2, LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF QUEENSRIDGE 2, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ COMMISSION NUMBER: _____
NOTARY PUBLIC FULL NAME: _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

QUEENSRIDGE PHASE 3

LOCATED IN
NE 1/4 OF SECTION 35 & NW 1/4 OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 15 WEST,
SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - WASHINGTON, UTAH



SURVEYOR'S CERTIFICATE

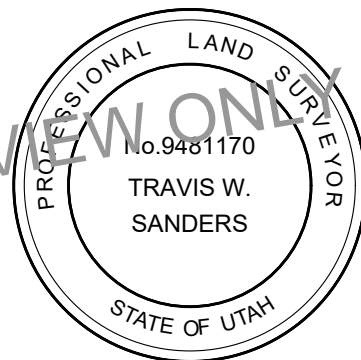
I, TRAVIS SANDERS, A PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 9481170, HOLD THIS LICENSE IN ACCORDANCE WITH TITLE 88 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND AS SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, PUBLIC STREETS, EASEMENTS, COMMON SPACE AND A TRAIL WAY TO BE HEREINAFTER KNOWN AS:

QUEENSRIDGE PHASE 3

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE _____

TRAVIS W. SANDERS, PLS



BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 0°35'38" E 1599.87 FEET ALONG THE EAST SECTION LINE OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE EAST 1/4 CORNER OF SAID SECTION 35, AND RUNNING THENCE S 89°02'17" E 42.69 FEET, TO A POINT ON A 800.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 85°06'30" W; THENCE ALONG THE ARC OF SAID CURVE 15.59 FEET THROUGH A CENTRAL ANGLE OF 1°07'00"; THENCE S 83°57'03" E 120.08 FEET, TO A POINT ON A 920.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 83°57'03" W; THENCE ALONG THE ARC OF SAID CURVE 272.27 FEET THROUGH A CENTRAL ANGLE OF 16°57'24"; (2) THENCE S 23°00'21" W 57.69 FEET; THENCE S 23°05'55" W 92.23 FEET, TO A POINT ON THE BOUNDARY OF QUEENSRIDGE PHASE 2, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING SEVENTEEN (17) COURSES, (1) N 66°59'21" W 120.00 FEET, (2) THENCE N 23°05'55" E 27.13 FEET, (3) THENCE N 66°54'05" W 102.50 FEET, (4) THENCE N 89°02'17" W 896.68 FEET, (5) THENCE N 0°31'29" E 115.85 FEET, TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, (6) THENCE ALONG THE ARC OF SAID CURVE 31.57 FEET THROUGH A CENTRAL ANGLE OF 90°26'14"; (7) THENCE N 0°57'43" E 25.00 FEET, (8) THENCE N 89°02'17" W 0.69 FEET, (9) THENCE N 0°57'43" E 25.00 FEET, TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 0°57'43" E, (10) THENCE ALONG THE ARC OF SAID CURVE 31.26 FEET THROUGH A CENTRAL ANGLE OF 89°33'46", (11) THENCE N 89°28'31" W 25.00 FEET, (12) THENCE N 0°31'29" E 0.69 FEET, (13) THENCE N 89°28'31" W 25.00 FEET, TO THE POINT OF A 20.00 RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 89°28'31" W, (14) THENCE ALONG THE ARC OF SAID CURVE 31.57 FEET THROUGH A CENTRAL ANGLE OF 90°26'14", (15) THENCE N 89°02'17" W 125.00 FEET, TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, (16) THENCE ALONG THE ARC OF SAID CURVE 31.26 FEET THROUGH A CENTRAL ANGLE OF 89°33'46", (17) THENCE N 0°31'29" E 90.00 FEET; THENCE S 89°28'31" E 165.00 FEET; THENCE N 0°31'29" E 22.90 FEET; THENCE S 89°02'17" E 1104.02 FEET, TO THE POINT OF BEGINNING.

CONTAINING 413,194 SQ FT OR 9.49 ACRES MORE OR LESS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, EASEMENTS, COMMON SPACE AND A TRAIL WAY TO HEREAFTER BE KNOWN AS:

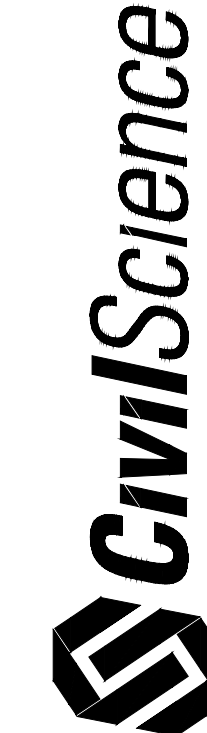
QUEENSRIDGE PHASE 3

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO WASHINGTON CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS, TRAIL WAY AND EASEMENTS. ALL LOTS, PUBLIC STREETS, EASEMENTS, COMMON SPACE AND A TRAIL WAY ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO WASHINGTON CITY AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, _____, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE _____, AS _____ SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

QUEENSRIDGE 2, LLC
(A UTAH LIMITED LIABILITY COMPANY)

(MANAGING/MEMBER) STEPHEN SIMISTER

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100



QUEENSRIDGE PHASE 3
LOCATED IN
NE 1/4 OF SECTION 35 & NW 1/4 OF SECTION 36, TOWNSHIP 42 SOUTH,
RANGE 15 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #: 21226
DRAWN BY: PJW
DATE: 7-5-2022
CHECKED BY: TWS
SCALE OF SHEET
HOR SCALE: N/A

SHEET
2
OF
2

Briefing Document

Description:

Approve Bid Award for the Steel Transmission Poles for the Main Street Substation Switching Upgrade Project as well as the UDOT Exit 11 project. Note there are three poles for each project, for a total of six poles.

Presenter: Rick Hansen

Submitted By: Rick Hansen

Recommendation:

Award the Transmission Structures to TransAmerican Power Products (TAPP) for \$93,526.00. Also, see recommendation letter from ICPE.

TAPP has the best delivery time at 12-14 weeks and is the lowest bidder by over 30% compared to the next lowest bidder.

The City has used TAPP on several projects in the past without any significant issues.

Background Information:

The transmission pole will be used as part of the Main St. substation switching & protection upgrade as well as the UDOT Exit 11 projects. Both projects have 3 poles each. The Main St. Substation project will provide additional flexibility in the ability to switch and transfer loads between our two primary 69 kV delivery points to the City. The UDOT project is pole relocations required due to the new interchange project.

Due to delivery timeframe of this and other equipment construction will be in the fall of 2022 (FY2023) which will meet the needs of both projects.

Fiscal Impact: Cost for the Main St. poles are under the estimated costs. The costs for the UDOT project poles came in right on the estimated costs.

Impacted Fund: Electric Department



**Intermountain Consumer
Professional Engineers, Inc.**
1145 East South Union Avenue
Midvale, Utah 84047
(801) 255-1111

July 20, 2022

Mr. Rick Hansen
Washington City
111 North 100 East
Washington, UT 84047

Subject: Bid Tabulation – Steel Poles – Main St. 69 kV Switching & UDOT I15 Exit 11 Interchange Project, *RevI*

Rick:

Intermountain Consumer Professional Engineers, Inc. (ICPE) has reviewed copies of the Bid Forms submitted to Washington City relative to the Main Street 69 kV Switching & UDOT I15 Exit 11 Interchange Project. Bids were received from four Bidders as follows:

1. Sabre Industries Tubular Steel Structures
2. Valmont Industries
3. Meyer Utility Structures, LLC
4. Trans American Power Products Incorporated

ICPE prepared the Bid Tabulation included as the next page in this letter using the Bids from the four Bidders. Based on the information included in the Bid Tabulation, ICPE would recommend that the purchase of the Custom Steel Structures and Pre-Engineered Steel Poles for the Main Street 69 kV Switching & UDOT I15 Exit 11 Interchange Project be awarded to Trans America Power Products Incorporated (TAPP). The key reasons for this recommendation are as follows:

1. TAPP has the lowest Total Price for the custom steel poles and anchor bolts and pre-engineered steel structures at **\$93,526.00**.
2. TAPP's estimated delivery for the custom steel poles and anchor bolts and pre-engineered steel structures is the shortest at **12 – 14 weeks**. Their anchor bolt estimated delivery for the steel poles is **10 - 12 weeks**.

All four of the Bidders' included pricing for both Pole P1 and P1Alterate in their Bids.

The greatest difference in the sum of the total weight for the custom steel poles and anchor bolts and pre-engineered steel structures, as shown in the Bid Tabulation, is approximately ten percent. This difference between TAPP's and Meyer Utility Structures' Bid Prices is almost 60 percent.

Based on the above information ICPE reviewed the Design Calculations of Tran American Power Products and did not find any obvious errors in any of the loads, safety factors or other information included in the calculations. Trans American Power Products used ETAP Software for their design calculations and ICPE has used this software before and is familiar with and is comfortable with the designs produced by the software.

If ICPE can be of further assistance relative to this letter or the included Bid Tabulation, please feel free to contact the undersigned by phone or email. My address is included at the top of this letter and my email address is lbell@icpeinc.com.

Sincerely,

Leslie A. Bell, Jr.

LAB/lb

BID TABULATION

CUSTOM STEEL POLES AND PRE-ENGINEERED STEEL STRUCTURES

BIDDER	POLE/STRUCTURE NUMBER	QUANTITY REQUIRED	POLE OR STRUCTURE WEIGHTS*	UNIT PRICE	TOTAL PRICE
Trans American Power Products, Inc.	Structure #112A	1	10,831 lbs.	\$30,907.00	\$30,907.00
	Structure #113A	1	9,006 lbs.	\$25,605.00	\$25,605.00
	Structure #116A	1	4,181 lbs.	\$12,442.00	\$12,442.00
	Structure #P1 Alternate	1	7,712 lbs.	\$21,895.00	\$21,895.00
	Structure #P1	1	3,030 lbs.	\$8,379.00	\$8,379.00
	Structure #117	1	3,047 lbs.	\$7,694.00	\$7,694.00
	Structure #117A	1	3,489 lbs.	\$8,499.00	\$8,499.00
	TOTAL BASE BID PRICE (Excluding Str. P1 Alternate)				\$93,526.00
	TOTAL BASE BID WEIGHT (Excluding Str. P1 Alternate)				33,584 lbs.
	BASE BID PRICE/BASE BID WEIGHT				\$2.78 per Pound
Valmont Industries	Structure #112A	1	12,346.91 lbs.	\$52,657.00	\$52,657.00
	Structure #113A	1	10,749.17 lbs.	\$37,982.00	\$37,982.00
	Structure #116A	1	5,380.75 lbs.	\$20,198.00	\$20,198.00
	Structure #P1 Alternate	1	9,724.08 lbs.	\$37,265.00	\$37,265.00
	Structure #P1	1	3,333.12 lbs.	\$14,727.00	\$14,727.00
	Structure #117	1	3,159.06 lbs.	\$13,963.00	\$13,963.00
	Structure #117A	1	3,372.95 lbs.	\$14,904.00	\$14,904.00
	TOTAL BASE BID PRICE (Excluding Str. P1 Alternate)				\$154,431.00
	TOTAL BASE BID WEIGHT (Excluding Str. P1 Alternate)				35,541.96 lbs.
	BASE BID PRICE/BASE BID WEIGHT				\$4.35 per Pound
Sabre Industries Tubular Steel Structures	Structure #112A	1	11,013 lbs.	\$37,453.00	\$37,453.00
	Structure #113A	1	9,551 lbs.	\$30,373.00	\$30,373.00
	Structure #116A	1	4,333 lbs.	\$18,113.00	\$18,113.00
	Structure #P1 Alternate	1	6,843 lbs.	\$32,556.00	\$32,556.00
	Structure #P1	1	3,231 lbs.	\$14,183.00	\$14,183.00
	Structure #117	1	2,995 lbs.	\$13,504.00	\$13,504.00
	Structure #117A	1	3,162 lbs.	\$13,642.00	\$13,642.00
	TOTAL BASE BID PRICE (Excluding Str. P1 Alternate)				\$126,818.00
	TOTAL BASE BID WEIGHT (Excluding Str. P1 Alternate)				34,305 Lbs.
	BASE BID PRICE/BASE BID WEIGHT				\$3.70 per Pound
Meyer Utility Structures, LLC	Structure #112A	1	10,858 lbs.	\$45,787.00	\$45,787.00
	Structure #113A	1	11,072 lbs.	\$42,216.00	\$42,216.00
	Structure #116A	1	5,882 lbs.	\$25,478.00	\$25,478.00
	Structure #P1 Alternate	1	9,527 lbs.	\$43,953.00	\$43,953.00
	Structure #P1	1	3,166 lbs.	\$12,681.00	\$12,681.00
	Structure #117	1	2,948 lbs.	\$12,069.00	\$12,069.00
	Structure #117A	1	3,149 lbs.	\$12,321.00	\$12,321.00
	TOTAL BASE BID PRICE (Excluding Str. P1 Alternate)				\$150,552.00
	TOTAL BASE BID WEIGHT (Excluding Str. P1 Alternate)				37,075 Lbs.
	BASE BID PRICE/BASE BID WEIGHT				\$4.06 Per Pound

* The Custom Steel Pole Structure Weights include the weight of the associated anchor bolt cage.

Briefing Document

Description:

Approve Bid Award for six (6) 69 kV Switches for the Main Street Substation Switching Upgrade Project

Presenter: Rick Hansen

Submitted By: Rick Hansen

Recommendation:

Award the six (6) 69 kV Switches to PASCOR for \$50,610.00.

The two low bids are almost identical with PASCOR being \$245.00 less with the same delivery. Also, see recommendation from ICPE.

MindCore	\$50,855.00	22 weeks
PASCOR	\$50,610.00	22-24 weeks

Background Information:

The 69 kV switches will be used as part of the Main St. substation switching & protection upgrade project. This project will provide additional flexibility in the ability to switch and transfer loads between our two primary 69 kV delivery points to the City.

Due to delivery timeframe of this and other equipment construction will be in the fall of 2022 (FY2023).

Fiscal Impact: Cost of \$8,435.00/switch is higher than the estimated cost for the 69 kV Switches. Estimated cost per switch was \$6,500. Overall the material costs for the project are within budgeted amounts. Note 4 existing switches will be reused on the project in addition to the 6 new switches to help reduce project costs.

Impacted Fund: Electric Department

**Washington City
Main St. Substation Upgrade Project**

69kV GOAB Switch, 1200A (Qty: 6)

Date: 7/20/2022, REV1

Major Material Bid Evaluation

Design Specifications	Voltage: 69kV (nominal), 72.5kV (max) BIL: 350kV (@ 3000' ASL) Continuous Current: 1200A Short Circuit Current: 70kA (Momentary) Phase Spacing: 72" Center-Side-Break, V-Type QTY: Six (6)
------------------------------	---

Vendor	Pacific Power Reps	Peak Measure	Carlson Sales	Rogers-Strong	Anixter
Manufacturer	MindCore	Royal	Pascor	Southern States	Southern States
Type	ACBV7212	AV6912STD	CBSA 69/1200	EC-2V-72.5-2000	EC-2V-72.5-2000
Ratings	Voltage: 69kV (nominal), 72kV (max) BIL: 350kV Continuous Current: 1200A Short Circuit Current: 61kA* Phase Spacing: 72" V-Type	Voltage: 69kV (nominal), 72kV (max) BIL: 350kV Continuous Current: 1200A Short Circuit Current: 61kA* Phase Spacing: 72" V-Type	Voltage: 69kV (nominal), 72.5kV (max) BIL: 350kV Continuous Current: 1200A Short Circuit Current: 61kA* Phase Spacing: 73" V-Type	Voltage: 69kV (nominal), 72.5kV (max) BIL: 350kV Continuous Current: 2000A Short Circuit Current: 100kA Phase Spacing: "per ANSI" V-Type	Voltage: 69kV (nominal), 72.5kV (max) BIL: 350kV Continuous Current: 2000A Short Circuit Current: 100kA Phase Spacing: "per ANSI" V-Type
Cost Each	\$7,545.00	\$10,160.00	\$8,435.00	\$18,815.00	\$22,135.00
Total Cost	\$45,270.00	\$60,960.00	\$50,610.00	\$112,890.00	\$132,810.00
Total w/ Freight	\$50,855.00	\$69,920.00	\$50,610.00	Not Provided	Not Provided
Approval Dwgs	3-4 weeks	2-4 weeks	6-8 weeks	6 weeks	6 weeks
Delivery	22 weeks	18-20 weeks	20-22 weeks	30-32 weeks	30-32 weeks
Warranty	60-months after install / 66-months after delivery	Not Provided	60-months after install / 66-months after delivery	5-year after date of shipment	5-year after date of shipment
Notes:	*Less than specified; Bid form provided lists 63kA but quote lists 61kA.	*Less than specified; Bid form provided lists 61kA. Warranty information not provided with quote.	*Less than specified; Bid form provided lists 61kA.	Freight appears to not be included	Freight appears to not be included

Recommendation for Purchase: Pascor - Based on compliance with spec and pricing.

Color Coding
Satisfactory/Competitive - Complies with Specs, Price/Delivery/Warranty
Satisfactory/Reasonable - Mostly Complies with Specs, Price/Delivery/Warranty
Unsatisfactory/Not Competitive - Does Not Comply with Specs, Price/Delivery/Warranty

**AUTOMATIC & MUTUAL AID
FIRE AND EMERGENCY MEDICAL SERVICES
INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____ 2016, by and between the entities of Washington City, Hurricane Valley Fire District, and Hildale City (Party or Parties).

WITNESSETH:

WHEREAS, the Parties desire to enter into an interlocal agreement for rapid fire suppression, rescue, all hazards response and emergency medical services that will be beneficial to all Parties and their constituents, but that will not conflict with any agreements with any Party regarding response or payment for Fire, Rescue, All Hazards Emergencies, and Emergency Medical Services; and

WHEREAS, the Utah Interlocal Cooperation Act, (Interlocal Act) Utah Code Ann. Sections 11-13-101-et seq., Utah Code 1953, as amended, permits local government units to make efficient use of their powers and to provide the benefit of economies of scale. It also authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercised by such public agencies; and

WHEREAS, The Parties are entering into this Agreement pursuant to the provisions of the Interlocal Act to provide an agreement relating to automatic and mutual aid response, use of firefighting equipment, rescue equipment, fire and emergency medical personnel both within and outside the normal geographical jurisdictional limits of each Party; and

WHEREAS, each Party desires to cooperate with and assist the others in times of fire, rescue, all hazards emergencies and in incidents requiring emergency medical response;

WHEREAS, the parties agree to adopt mutually agreeable written operational protocols to be maintained and utilized by each agency;

WHEREAS, the St. George Consolidated Dispatch Center and Hildale/Colorado City Dispatch Center have written alarm protocols that are utilized on all fire, rescue, all hazards emergencies and in incidents requiring emergency medical response which simultaneously dispatch the automatic aid departments;

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

- 1. PURPOSE.** The Parties declare that there is a community-wide need to provide for Automatic and Mutual Aid Response for firefighting equipment, rescue equipment, all hazards equipment, fire and emergency medical personnel outside the normal jurisdiction of each Party. The purpose of this Agreement is to promote the health, safety and welfare of the citizens of the Parties by providing for automatic & mutual aid and by authorizing the participating Parties to combine and share their collective

capabilities and resources at the election of each jurisdiction. This Agreement shall not supersede nor preclude any other agreements which are made or which shall be made by any Party

2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

3. SERVICE AREA. The area to be served by this agreement includes the service area of the Parties.

4. OPERATIONAL PROTOCOLS. A body comprised of the fire chiefs of each of the Parties will work cooperatively to develop mutually agreeable written operational protocols to be published as a Field Operations Guide (FOG). Each Party will adopt and utilize the FOG on all responses.

5. TRAINING. The Parties will all participate in the following inter-departmental training;

- a. Two Quarterly half-day, multi-company drills
- b. Semiannual half-day multi-company drills,
- c. Annual half-day multi-company drills.

A minimum of one of the listed trainings will consist of a night drill and a minimum of one of the listed trainings will consist of low-rise / aerial operations.

6. COMMUNICATIONS. Each participating Party will utilize common communications infrastructure and equipment to allow seamless communications in all operational areas.

7. RESPONSE. All calls for fire, rescue, all hazards and emergency medical services within the geographical areas of the Parties shall result in an automatic, simultaneous response from the Parties in accordance with established dispatching protocols. The dispatch protocol will immediately dispatch the closest available apparatus equipment and manpower irrespective of jurisdictional boundaries according to the pre-determined alarm requirements as to quantity and type of apparatus, equipment and personnel required for the alarm. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.

Upon requesting, the fire department of each Party agrees to respond to fires, rescues, all hazards emergencies and emergency medical situations within the geographical area of a Party to this Agreement, to the extent the Parties are willing and able. The responding Party shall, to the extent the Parties are willing and able, provide equipment and staffing based upon dispatching protocols that are set forth and agreed upon by each individual party. Each party shall respond utilizing applicable NFPA standards as able and within their normal operating standard(s).

8. INCIDENT COMMAND. All responding Parties will utilize the Incident Command system as if responding as a single Party. A responding member may be assigned to fill any of the command functions irrespective of Party affiliation.

The fire department that first arrives to handle the initial response shall assume Incident Command and shall retain such command until an appropriate officer of the fire department within whose jurisdiction the situation is located requests a transfer of command or the establishment of Unified Command. Thereafter, the appropriate relieving officer shall assume Incident Command.

If the incident commander determines that there is still a need for additional assistance from fire departments that are Parties to this Agreement, the same dispatching procedure shall be used.

9. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement shall be made in the sole discretion of the responding Party and will not jeopardize the fire, rescue, all hazards emergencies and emergency medical services in the jurisdiction of the responding Party.

Notwithstanding anything in this Agreement to the contrary, no liability or responsibility to respond shall attach or accrue to any Party for failing to respond to any dispatch in another jurisdiction.

10. INSURANCE. Each Party shall be solely responsible for providing workers compensation and benefits for its own officials, employees and volunteers who provide services under this agreement. Each Party shall obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of rendering services under this agreement, including negligent acts or omissions to act and the civil rights violations of any person.

11. RESPONDER'S RELEASED WHEN NOT REQUIRED OR NEEDED ELSEWHERE. Equipment and personnel from responding Parties shall be released by the incident commander, when the services of the responding agency are no longer required or upon notification that the personnel and equipment of the responding agency are needed within its own jurisdictional area and the release will not jeopardize safe operations of the incident.

12. IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 30d, Utah Code Annotated ("immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties shall retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area, as it possesses in the performance of its duties within its own territorial jurisdiction.

13. INDEMNIFICATION. Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent acts or omissions which are committed by them or their agents, officials or employees. Furthermore, the Parties agree to indemnify, defend and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent acts or omissions of their own officers, employees and agents involved in providing services and equipment under the terms of this agreement. This duty to indemnify, defend and hold each other harmless includes costs or expenses in law or equity, including attorney's fees.

14. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any firefighter working outside the territorial limits of the governmental entity (where he/she is a member of a Party's fire department and on duty while that department is rendering services outside its jurisdictional limits pursuant to this Agreement) shall be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits. Each such death or injury shall be considered to have occurred in the line-of-duty.

15. NO CREATION OF SEPARATE LEGAL ENTITY; ADMINISTRATIVE JOINT BOARD. No separate legal entity is created by the terms of this Agreement. However, to the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a governing body comprised of the fire chiefs of each of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement and no fees or other charges may be assessed by said Board.

16. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement shall not relieve any Party of this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding Party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

17. TERM; AGREEMENT TERMINATION. This agreement shall continue for a period of ten (10) consecutive calendar years from the date of execution hereof, and the date of execution shall be the date upon which that last Party executes this Agreement. The Agreement shall be automatically renewed every year for an additional one (1) year period unless either party gives written notice of non-renewal.

Notwithstanding the above, each Party reserves the right to cancel this Agreement for any reason, in its sole discretion, prior to expiration date by giving thirty (30) days prior written notice of such cancellation to each of the other Parties. Unless earlier terminated, this Agreement shall automatically terminate upon the date which is fifty (50) years from the Effective Date.

18. ADDITIONAL PARTIES. Any county or municipality which has its own fire department, or a fire district, may become party to this Agreement with a unanimous vote

by the Parties participating in this Agreement at the time the request is made. If accepted as a party to this Agreement, that county, municipality or fire district must agree in writing to be bound by the terms and conditions of this Agreement.

19. GOVERNMENTAL APPROVAL. This Agreement shall be approved by each Party in accordance with the provisions of §11-13-202.5, Utah Code 1953, as amended.

20. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

21. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall be held invalid and shall be of no force.

22. THIRD PARTIES. This Agreement is not intended and shall not be construed to benefit persons or other entities not named as a Party herein.

23. TITLES AND CAPTIONS. The titles and captions of this Agreement are for the convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

24. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without consent of each of the other Parties.

25. NOTICES. Except for "dispatching services" all notices and other communications provided for this Agreement shall be in writing and shall be sufficient for all purposes if; (a) sent by email to the address the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or sent by certified or registered United States Mail addressed to the Party at the address the Party may designate, return receipt requested. Each Party has set forth on Exhibit A their respective contact information which shall be applicable until modified in writing.

26. EXECUTION. Each Party agrees that each party sign, acknowledge and have its Attorney approve their Agreement as to legality and form, separately, in the format of attached Exhibit "A" and in two (2) originals. Upon execution, each Party will provide others with an original execution page.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first written above, which shall be the date the last Party to this Agreement executes the same.

EXHIBIT "A"

WASHINGTON CITY

Agreed this _____ day of _____, 2016 for Washington City.

WASHINGTON CITY

By : _____

Title : _____

ATTEST:

By : _____

Title : _____

APPROVED AS TO LEGAL FORM
AND COMPLIANCE WITH APPLICABLE LAW
Attorney for Washington City Fire Department

By:

Date:

HURRICANE VALLEY FIRE DISTRICT

Agreed this _____ day of _____, 2016 for Hurricane Valley Fire District.

HURRICANE VALLEY FIRE DISTRICT

By : _____

Title : _____

ATTEST:

By : _____

Title : _____

APPROVED AS TO LEGAL FORM
AND COMPLIANCE WITH APPLICABLE LAW

Attorney for Hurricane Valley Fire District

By:

Date:

EXHIBIT "A"

HILDALE CITY

Agreed this _____ day of _____, 2016 for Hildale City.

HILDALE CITY

By : _____

Title : _____

ATTEST:

By : _____

Title : _____

APPROVED AS TO LEGAL FORM
AND COMPLIANCE WITH APPLICABLE LAW

Attorney for Hildale City

By:

Date:

Briefing Document

Description: Fire & EMS Automatic Aid Agreement

Presenter: Matt Evans

Submitted By: Matt Evans

Recommendation: Approval to allow Santa Clara, Ivins, and St. George Fire Departments to the current automatic aid agreement.

Background Information:

We would appreciate your consideration and approval to add Santa Clara, Ivins and St. George Fire Departments to our current automatic aid agreement

In 2016 Washington City FD entered into an automatic aid agreement with Hurricane Valley Fire District and Hildale FD. Our intention at that time was to get all surrounding agencies to participate in this agreement but only the two mentioned chose to do so.

We currently have a mutual aid agreement with all the agencies in Washington County. The difference between mutual and auto aid is with mutual aid when help is needed you have to request the assistance and the request must be approved. With auto aid the process and time is reduced with the closest available units being dispatched to an emergency. With both agreements the request can be denied, the most typical reason being a lack of resources.

Understanding that no public safety agency can handle every emergency in their jurisdiction is the basis for these agreements which are normal throughout the State of Utah.

The current agreement was written to allow for additional agencies, in hopes this day would come. **For new agencies to enter our agreement, all active agencies must agree. Santa Clara and Ivins have submitted a request and we are working with St. George in hopes they will also.**

Briefing Document

Description: Administrative amendment to bring DADU ordinance into congruence with recently adopted IADU ordinance

Presenter: Thad Seegmiller

Submitted By: Thad Seegmiller

Recommendation: Approval

Background Information: Council discussion during the adoption process of the new IADU ordinance identified desired edits in the DADU ordinance. "Family members only" use restriction is removed. And kitchen facility requirements added.

Fiscal Impact: None

Impacted Fund: NA

ORDINANCE NO. 2022-xx

AN ORDINANCE AMENDING THE WASHINGTON CITY CODE, TITLE 9 ZONING REGULATIONS, AMENDING CHAPTERS 9-8A-8(A) & 9-8B-7(A), REMOVING FAMILY MEMBER RESTRICTIVE LANGUAGE FOR DETACHED ACCESSORY DWELLING UNITS.

WHEREAS, Title 9 of the Washington City Code, sets forth the provisions for the Zoning Regulations within the City; and

WHEREAS, the City desires to amend a portion of Title 9, Chapters 8A-8(A) & 8B-7(A), for the purpose of removing restrictive language of family members for the permitted use; and

NOW THEREFORE, BE ORDAINED by the City Council of Washington City as follows:

Title 9-8A-8(A) & 9-8B-7(A) are hereby amended and shall read as follows:

9-8A-8(A) : DETACHED ACCESSORY DWELLING UNIT (DADU)

A. Purpose and Intent:

1. The purpose and intent of detached accessory dwelling units (DADU) is to provide additional housing for the owners of qualifying single family dwelling units that are located in residential zoning districts. The separate sale of such detached accessory dwelling units is prohibited in order to protect the residential character of the neighborhoods in which they are located.

2. A detached accessory dwelling unit is defined as an adjunct living unit, with a sleeping area, a bathroom, acceptable kitchen facilities with a commercially-manufactured cooking appliance, has no attached garage or carport, and is detached from the primary residence on the same lot.

3. The owner of the property containing a single-family residence and a detached accessory dwelling unit must reside in the primary residence or the detached accessory dwelling unit.

9-8B-7(A): DETACHED ACCESSORY DWELLING UNIT (DADU)

A. Purpose and Intent:

1. The purpose and intent of detached accessory dwelling units (DADU) is to provide additional housing for the owners of qualifying single family dwelling

units that are located in residential zoning districts. The separate sale of such detached accessory dwelling units is prohibited in order to protect the residential character of the neighborhoods in which they are located.

2. A detached accessory dwelling unit is defined as an adjunct living unit, with a sleeping area, a bathroom, acceptable kitchen facilities with a commercially-manufactured cooking appliance, has no attached garage or carport, and is detached from the primary residence on the same lot.
3. The owner of the property containing a single-family residence and a detached accessory dwelling unit must reside in the primary residence or the detached accessory dwelling unit.

PASSED AND ORDERED POSTED on this 27th day of July, 2022.

Washington City

Kress Staheli, Mayor

Attest:

Tara Pentz, CMC
City Recorder

Briefing Document

Description: Administrative amendment to recently adopted construction time of day ordinance

Presenter: Thad Seegmiller

Submitted By: Thad Seegmiller

Recommendation: Approval

Background Information: Feedback to new ordinances suggests confusion as to whether public projects can demand right to commence concrete pours at 3:00 AM during summer months. Several reasons exists to clarify that public projects may not benefit from the expanded summer hours.

Fiscal Impact: None

Impacted Fund: NA

ORDINANCE NO. 2022-XX

AN ORDINANCE OF WASHINGTON CITY AMENDING REGULATIONS RELATING TO THE CONSTRUCTION TIME FOR PUBLIC PROJECTS

WHEREAS, the City Council determines it is in the best interests of the citizens and public that an ordinance and regulation be adopted regarding the time of construction and building activities within Washington City; and

WHEREAS, the City desires to amend Chapter 8, Title 8, Section 2 by adding clarity for public project times; and

NOW THEREFORE, BE ORDAINED by the City Council of Washington City as follows:

- I. Chapter 8, Title 8, Section 2 - Construction Hours and Activities, of the Washington City Code shall be amended and which shall hereafter read as follows:

Title 8 Chapter 8: **NOISE:**

SECTION:

8-8-102: Construction Hours And Activities

8-8-102: CONSTRUCTION HOURS AND ACTIVITIES:

It shall be unlawful for any person to engage in the excavation, construction, demolition, alteration or repair of any building, street, walk, sewer or utility line, or to engage in any other construction activities related or incidental thereto, between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. of the day immediately following. However, **for non-public projects only**, pouring **of** concrete during the months of April through October may begin at three o'clock (3:00) A.M. rather than six o'clock (6:00) A.M. It shall also be unlawful to make, continue or cause any construction noise associated with construction activities during prohibited hours, including, without limitation: noise attributed to workers arriving on the job (i.e., loud talking, laughing or singing); vehicular noise; the playing of radios or other music; assembling, moving or stacking of construction materials; deliveries; or other site related construction noise. If unusual circumstances exist that would cause extreme hardship, the City Manager or City Manager's Designee, may issue a temporary written exception to the construction hours set forth herein, provided there has been a written request submitted therefor; and

reasonable conditions can be imposed to minimize any adverse effects to neighboring or nearby property owners.

PASSED AND ORDERED POSTED on this 27th day of July, 2022.

Washington City

Kress Staheli, Mayor

Attest:

Tara Pentz, CMC
City Recorder

Natural Hazard Mitigation Plan Resolution Briefing Document

Description:

Resolution for the Multi-Jurisdictional Natural Hazard Mitigation Plan presented by The Five County Association of Governments.

Presenter:

Paul Mogle, City Engineer

Submitted by:

Paul Mogle, City Engineer

Background Information:

This plan provides Washington City and each of the other jurisdictions in The Five County of Association of Governments region with an action plan to preserve the built environment, populations, industry, and natural world that make Southwestern Utah such a vibrant place to live and recreate.

Recommendation:

Staff recommends approval of the Multi-Jurisdictional Natural Hazard Mitigation Plan.

RESOLUTION R2022-XX

**A RESOLUTION OF WASHINGTON CITY ADOPTING THE 2022 FIVE COUNTY
ASSOCIATION OF GOVERNMENTS MULTI-JURISDICTIONAL NATURAL HAZARD
MITIGATION PLAN.**

WHEREAS, the Five County Association of Governments recognizes the threat that natural hazards pose to people and property within Washington City; and

WHEREAS, Washington City has prepared a multi-hazard mitigation plan, hereby known as the 2022 Five County Association of Governments Multi-Jurisdictional Natural Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2022 Five County Association of Governments Multi-Jurisdictional Natural Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Washington City from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Five County Association of Governments demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the 2022 Five County Association of Governments Multi-Jurisdictional Natural Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED by Washington City, Utah, that The Washington City Council adopts the 2022 Five County Association of Governments the Multi-Jurisdictional Natural Hazard Mitigation Plan.

This Resolution shall become effective upon passage.

PASSED AND APPROVED on this 27th day of July, 2022.

Washington City

Kress Staheli, Mayor

Attest:

Tara Pentz, MMC
City Recorder

WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE: July 27, 2022

ACTION REQUESTED: City Code Waiver - A request for a height and size waiver to the Sign regulations as found in Title 9, Chapter 18 of the Zoning Regulations of Washington City.

APPLICANT: Auto Mall Group

OWNER: Same

ENGINEER: N /A

Background

The applicant is requesting a waiver from the maximum height and size of a commercial sign for the future Auto Mall location. The applicants are proposing a main sign that is in excess of the allowable height and size as found in the Sign regulations for Freestanding Signage.

The city code would only allow for a freestanding sign to be 400 square feet in area, and 50 feet tall in height, that is even after utilizing the freeway exit/entrance exception within the code, from 35 to the 50 foot height. The applicant is proposing a sign 1,745 square feet in area, and 70 feet tall. Associated within the sign area is a message board consisting of 487 square feet (16.5 feet tall and 29.5 feet wide - two sided).

Staff is supportive of the proposal due to the fact that there will only be one freestanding sign for multiple auto dealers within the Auto Mall development - all of which would advertise on the oversized sign in question. There is also the tax revenue benefit the development will bring to the city.

Staff's recommendation is that if approved, the city's criteria on messaged electronic/animated signs be applied. Those criteria are:

- a) electronic reader/animated signs shall not have flashing, spinning, or rotating script, images, or pictures;
- b) The change of message copy shall be limited to a minimum of eight (8) seconds, or in accordance with any present state law regulating the time limit of message copy;
- c) electronic reader/animated signs shall come equipped with automatic dimming technology that automatically adjusts the sign's brightness in

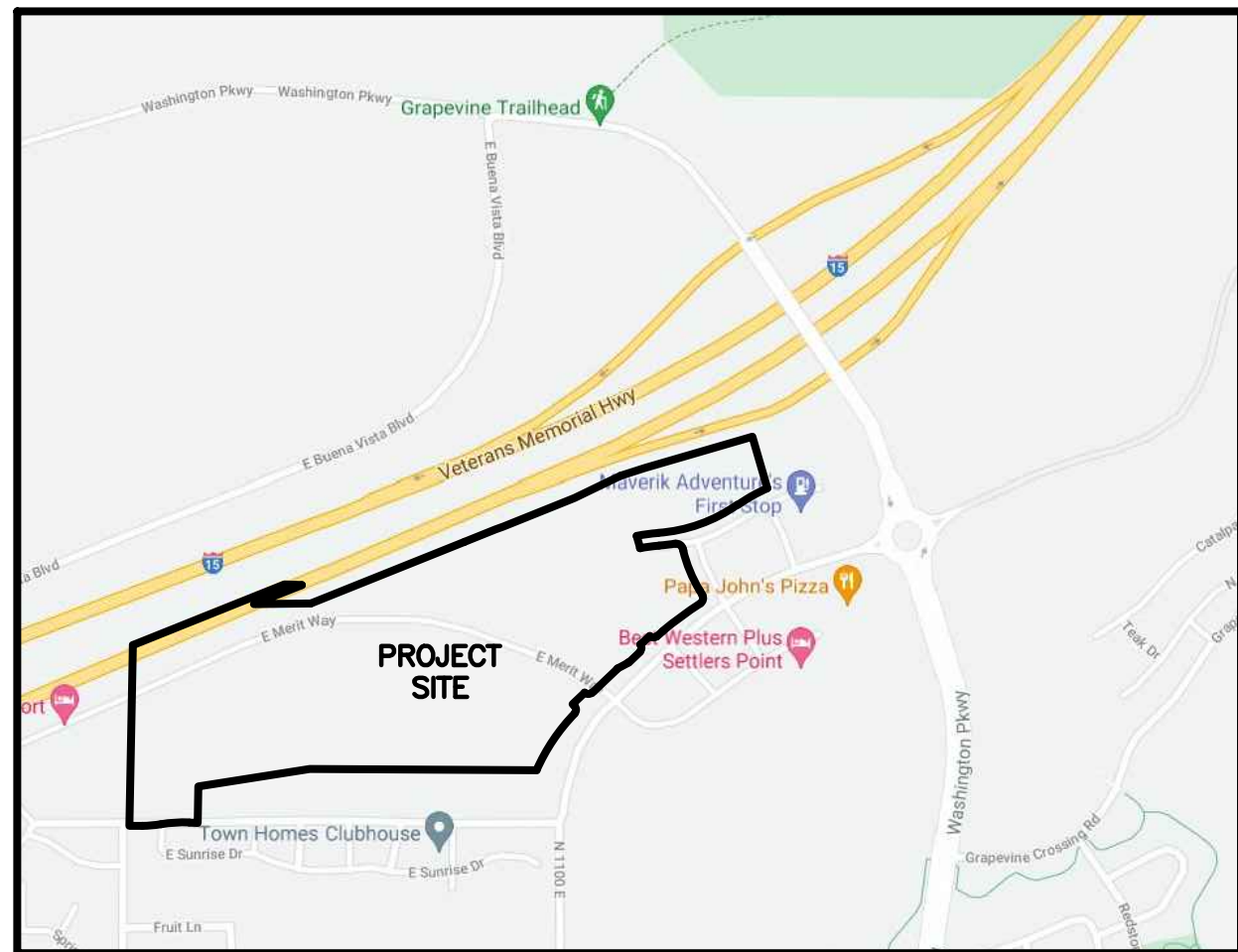
direct correlation with the ambient light conditions;

- d) no electronic reader sign shall exceed a brightness level of 0.3 foot-candle above ambient light as measured using a foot-candle (lux) meter at present distance depending on the sign area. The measurement distance shall be calculated with the following formula: The square root of the product of the sign area times (X) 100 (example, a sign 672 square feet in size would have a measured distance of 259 feet, which is the square root of 672×100);
- e) All other federal, state and city laws shall be complied with as they pertain to electronic/animated signs.

[See attached exhibits to this report]

SIENNA HILLS AUTOMALL SIGN EASEMENT EXHIBIT

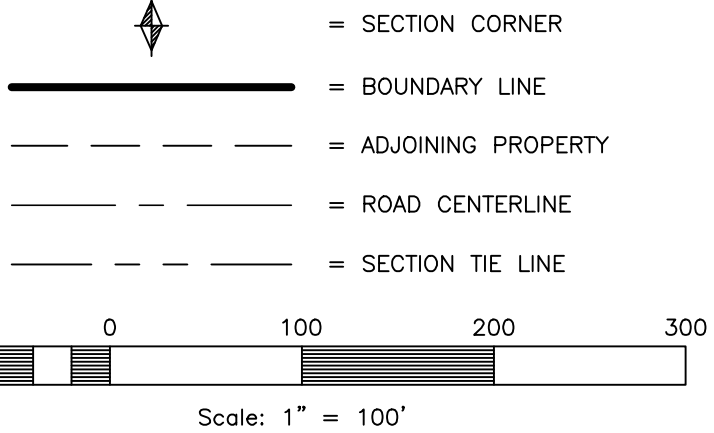
WASHINGTON CITY, WASHINGTON COUNTY, UTAH



VICINITY MAP
NOT TO SCALE



LEGEND



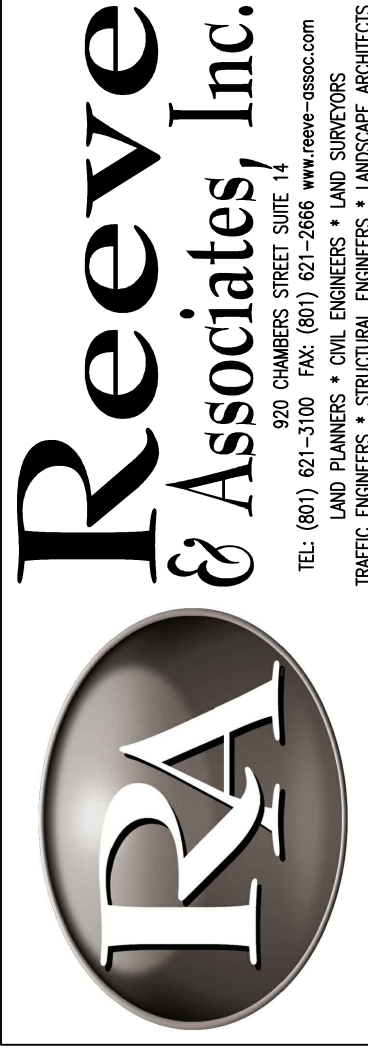
CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	535.00'	112.55'	112.34'	56.48'	S86°22'02"W	12°03'12"
C2	465.00'	75.06'	74.98'	37.61'	S84°57'54"W	9°14'55"
C3	20.16'	30.78'	27.87'	19.29'	N86°46'55"W	87°28'28"
C4	20.00'	31.18'	28.12'	19.77'	S02°03'50"W	89°19'27"
C5	20.00'	5.21'	5.20'	2.62'	S54°11'19"W	14°55'32"
C6	20.00'	31.42'	28.28'	20.00'	N88°16'27"W	90°00'00"
C7	20.00'	30.50'	27.63'	19.10'	S00°24'50"W	87°22'34"
C8	770.00'	272.85'	271.43'	137.87'	S33°57'01"W	20°18'11"
C9	675.00'	134.66'	134.44'	67.56'	S60°30'50"W	11°25'50"
C10	625.00'	340.10'	335.92'	174.37'	S70°23'15"W	31°10'40"
C11	675.00'	86.05'	86.00'	43.09'	S82°19'27"W	7°18'16"
C12	625.00'	76.37'	76.33'	38.23'	N82°28'32"E	7°00'05"
C13	675.00'	66.09'	66.06'	33.07'	N83°10'17"E	5°36'36"
C14	25.00'	37.48'	34.07'	23.27'	S56°40'54"E	85°54'13"
C15	575.00'	173.45'	172.79'	87.39'	S22°22'18"E	17°17'01"
C16	25.00'	38.47'	34.79'	24.21'	S13°04'16"W	88°10'10"
C17	1540.00'	187.07'	186.96'	93.65'	S53°40'32"W	6°57'36"
C18						

LINE TABLE

LINE	BEARING	DISTANCE
L1	N87°36'22"W	33.53'
L2	N88°54'20"W	51.37'
L3	S88°01'10"E	69.28'
L4	S68°07'53"W	205.10'
L5	N89°27'41"E	225.51'
L6	N68°09'46"E	132.73'
L7	N68°08'24"E	33.13'
L8	S49°14'26"W	30.77'
L9	S47°39'04"W	50.00'
L10	S46°43'33"W	63.06'
L11	S61°39'26"W	42.88'
L12	S46°43'33"W	137.77'
L13	S46°43'33"W	66.00'
L14	S43°16'27"E	13.22'
L15	S10°29'20"E	76.50'
L16	S68°08'35"W	76.50'
L17	N10°29'20"W	76.50'
L18	S15°06'33"E	50.12'
L19	S13°43'48"E	8.40'
L20	S31°00'49"E	19.82'

WASHINGTON COUNTY
RECORDER



REVISIONS	DESCRIPTION
DATE	

SIENNA HILLS AUTOMALL
WASHINGTON CITY, WASHINGTON COUNTY, UTAH

AUTOMALL SIGN EASEMENT EXHIBIT

Project Info.

Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 4-6-2022
Name: SIENNA HILLS
LOCAL ENTITY PLAT
Scale: 1"=100'
Checked:
Number: 7646-01

