

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

PRESENT:

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

OPENING:

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

Mayor McArthur advised item 6C has been tabled from the agenda.

City Manager Gary Esplin advised a public hearing was advertised for a request to vacate a portion of 3000 East however, it was not added to the agenda. It was sent back to the Planning Commission for further review.

AWARD OF BID:

Consider award of bid for the 1600 North sewer line lateral replacement project.

Purchasing Manager Connie Hood advised there were five bids submitted for the 1600 North sewer lateral replacement project. Desert Hills Construction was the low bidder for the project. The amount of the contract is \$134,411.00.

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

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

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for renovation of the upper level of the East Annex to accommodate the offices of the Leisure Services Administration and The Recreation Division staff.

Purchasing Manager Connie Hood advised this bid is for the upper level of the East Annex. She explained the Leisure Services administration offices and Recreation Division offices will be moving to the East Annex. There were seven bids received. Bud Mahas Construction, a local vendor, was the low bidder. The cost of the contract for this portion of the project is \$599,000.00 with a 120 day construction period.

City Manager Gary Esplin stated the cost covers the renovation of everything but courtrooms and judges chambers. Staff will bring back landscaping plans. He explained the current budget includes \$750,000.00 to cover the cost of the renovation. If there are additional funds available in the Capital Projects Funds, landscaping the outside of the building can be done as well. A portion of the landscaping will be done by staff, the rest will be contracted out.

MOTION: A motion was made by Councilmember Pike to approve the bid for the renovation of the upper level of the East Annex for the amount of \$599,000.00 to Bud Mahas Construction.
SECOND: The motion was seconded by Councilmember Nickle.
VOTE: Mayor McArthur called for a vote, as follows:

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

The vote was unanimous and the motion carried.

Mayor McArthur stated along Red Hills Parkway, a garden is being added near the Washington County Water Conservancy District. The garden was designed by the City and will be administered by the County. It will include a stream that will mimic the flow of the Virgin River and will act as a natural habitat for endangered fish. The garden will have native landscaping.

City Manager Gary Esplin advised the only out of pocket expense for the City is the cost of the restrooms in that area.

FEE WAIVER REQUEST:

Consider approval of a special event permit fee waiver and a fee waiver for the use of the Ridge Top Complex for a race event to benefit the KONY Coins for Kids program. Blake Foster, applicant.

Blake Foster and Jason Hall stated the event will be a drag race event with proceeds being donated to the KONY Coins for Kids program. They are requesting the fees be waived for the use of the Ridge Top Complex as well as for the cost of the special event permit. In addition, if the weather does not cooperate, they are asking to carry over the approval to next year. The event will begin at 9:00 a.m. and will finish at approximately 5:00 p.m.

Mayor McArthur advised that they would have to return for approval next year since it would be a new budget year. He thinks this is a great proposal.

Mr. Foster stated the event will include approximately 50 street cars. The last race saw about 500 spectators and had events such as bounce houses for children. He explained they would like to add a classic car show and swap meet to the event to make it more family oriented. They have received positive comments from spectators and have seen quite a bit of interest from different car clubs.

Mr. Hall added, this type of event has been done in the past. There is a lot of local interest in car shows.

Councilmember Bunker inquired if they have already advertised the event.

Blake Foster stated they do not pre-enter racers prior to the event. Entrance fees and spectators fees will go to the Coins for Kids program.

Mr. Hall explained they have also added a classic car show and swap meet. Each booth will collect donations as well.

City Manager Gary Esplin stated there are parameters in which this type of event can be approved without coming to Council. He believes with a beneficiary such as this, if the request is approved tonight, they should not need to return for approval next year, as long as the same parameters are met.

MOTION: A motion was made by Councilmember Hughes to waive the fee for the use of the Ridge Top Complex, if weather causes the cancellation, as long as the same parameters are met, the applicant can have the same type of event without coming back to Council.

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

LOCAL GOVERNMENT CONTRACT:

Consider approval of a local government contract with Frontline Public Involvement, Inc. to dispense public information during construction of the Red Hills Parkway/Bluff Street Interchange.

City Manager Gary Esplin advised the contract is for the dispensing of public information during the construction of the Red Hills Parkway/Bluff Street Interchange. The project should have been bid previously; however because of right of way issues, it had to be tabled. The City's match could be from \$2,352.00 up to \$6,950.00 which is a percentage of the total cost. This is not a budget issue since it has already been budgeted. The contract with Frontline Public Involvement has

been recommended by UDOT. He explained, when Red Hills Parkway was complete, some funds not spent were allocated for this project. There are funds that will be budgeted in the next fiscal year for the City's match. The project will begin the first of the year. Since funds will not be available until after July of next year, the City would have to work with UDOT on timing issues.

Councilmember Almquist inquired if the sole duty of Frontline Public Involvement, Inc to provide progress on the site.

City Manager Gary Esplin explained they will be giving warnings with issues such as schedules, delays and detours.

Support Services Manager Marc Mortensen stated he will work closely with them to keep everyone informed. He has worked with this group before and they have been very helpful and it has always been a good partnership. They are a public relations firm that handles large scale of construction projects. This is their specialty. He is not aware of any company in southwestern Utah that could do this.

MOTION: A motion was made by Councilmember Almquist to approve the local government agreement for the Bluff Interchange with Frontline Public Involvement, Inc. to perform dispensing public information during the construction of the Red Hills Parkway/Bluff Street interchange in the amount of \$2,353.00 but could rise to \$6,950.00; he asked Marc Mortensen to keep the Council informed.

City Manager Gary Esplin advised Cameron Cutler is the City's liaison. He will keep all informed regarding the cost.

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.

DONATION OF LAND:

Consider approval of the donation of Lot 38 in the Creekside Subdivision to the City. Robert Duffin Trust, applicant.

City Manager Gary Esplin stated the request is for a proposed property donation to the City for lot 38 in the Creekside Townhome Subdivision. During the flood of 2005, the home on this parcel was washed away. The City purchased some of the lots in that area in hopes that there would not encroachments into the River. Along with NRCS, the City built the erosion control facility. Although the City has no use for the parcel, the family would like to donate it to the City. As long as the HOA will waive monthly fees, having the City own it can prevent someone from building on the lot in the future. If the donation is approved, the City could incur liabilities such as taxes. The hope is that the HOA would like to incorporate the lot into their open space. He would like City Attorney Shawn Guzman to speak with the HOA attorney. The tabled item on tonight's agenda was the HOA requesting to purchase a sliver of property outside the erosion control barrier from the City to be used as permanent open space. If this donation is approved, he believes the HOA will return to see about incorporating the parcel into the open space.

City Attorney Shawn Guzman advised, with the lots the City purchased, the plats were amended to remove the lots from the HOA. They were agreeable at that time since the City rebuilt the cul-de-sac in that area.

MOTION: A motion was made by Councilmember Pike to approve the donation of Lot 38 in the Creekside Subdivision to the City subject to legal approval.
SECOND: The motion was seconded by Councilmember Bunker.
VOTE: Mayor McArthur called for a vote, as follows:

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

The vote was unanimous and the motion carried.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Nickle to adjourn to a closed session to discuss litigation and a property issues.

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/ORDINANCE/ZONE CHANGE:

Public hearing to consider a zone change from AP to C-4 on 0.35 acres located at 214 East Tabernacle Street. Martin Lustig, applicant.

Ray Snyder explained that the building is the former H&R Block office located at 214 East Tabernacle. A previous potential buyer wanted to demolish the building and construct a new one on site. Since it is designated a landmark site, the Historic Preservation Board reviewed the proposal and did not support the demolition. The board recommenced it be re-used and re-purposed. The new owner, Mr. Lustig, who has preserved and renovated the structure, wishes to expand the number of potential office or retail uses by changing the zone to C-4.

Martin Lustig, applicant, stated he purchased the property because the building has always interested him. He has interviewed a number of prospective tenants. Most of the proposed businesses require a C-4 zone. This is the reason he is requesting the zone change.

Mayor McArthur stated he would like to see a plaque that shows this building as a historic plat.

Mr. Lustig stated he would like to see that as well, therefore he will work on getting a plaque.

Mayor McArthur opened the public hearing.

Ed Baca, citizen, inquired if Mr. Lustig could rent one of the rooms as residential. Businesses on Tabernacle are rented for residential as well. He inquired if the City is going to move toward mixed use zoning.

City Manager Gary Esplin stated the zone change makes sense to him since the adjacent buildings are zoned C-4. With regards to Mr. Baca's concern, there are issues regarding residential uses in a commercial zone. Mixed use projects are allowed in a PD zone. The real issue is how much residential can be allowed in a commercial zone.

City Attorney Shawn Guzman advised the buildings on Tabernacle that Mr. Baca is referring to were built as residential, so they were 'grand-fathered' in.

Mayor McArthur closed the public hearing.

Councilmember Hughes stated that at the Planning Commission, there were concerns regarding parking, depending on the use of the property.

MOTION: A motion was made by Councilmember Hughes to approve the zone change from AP to C-4 on the parcel located at 214 East Tabernacle.

SECOND: The motion was seconded by Councilmember Pike.

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

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

The vote was unanimous and the motion carried.

City Manager Gary Esplin applauded Mr. Lustig for preserving the building.

PUBLIC HEARING/ORDINANCE/ZONE CHANGE:

Public hearing to consider a zone change from RCC to AP on 1.94 acres located on the northeast corner of 200 East and 600 South streets. IHC Health Services and LDS Church, applicants.

Councilmember Pike recused himself to prevent conflicts.

Ray Snyder presented a zone change request from RCC to AP. He explained the LDS Church is proposing to purchase 1.94 acres from IHC on the northeast corner of 200 East and 600 South to construct a unique Family History Center. The property is currently vacant. To the east is an existing parking lot for IHC and to the north are the Temple Townhomes. The parking lot property to the east is presently zoned AP and the City General Plan designates this area as "Professional Office" which is consistent with AP zoning. The Planning Commission recommends approval.

Mayor McArthur McArthur opened the public hearing.

James Orman, resident, stated he resides on 250 East. He believes that the proposed Family History Center will increase the value of his property; however, he is concerned that the building will obstruct the view of the Temple. He currently works at the Family History Center which is very busy at times. This building will be an asset.

Rebecca Monson, resident, stated she resides in the area facing the lot. She is all for the center; however, she is concerned that this will be just a building on a lot. She would like to see landscaping to keep the residential feel in the area.

City Attorney Shawn Guzman stated the property would not meet the requirement of coming to Council for approval. The only item that would come back is the plat.

Mr. Snyder stated staff can request the applicant to submit a rendering.

Dale Wilder, resident, stated he is concerned about his elderly mother with regard to the traffic flow when walking to the Temple.

City Manager Gary Esplin advised there are no sidewalks in that area. They would be required to put in a sidewalk which may actually help. He would assume that the Church will see that their investment will be well protected.

Ms. Monson stated that the housing near the area includes many residents that use wheel chairs. She would like to see help for them.

Mayor McArthur closed the public hearing.

MOTION: A motion was made by Councilmember Hughes to re-zone the property on 200 East and 600 South from RCC to AP on 1.94 acres. The applicant will need to present a rendering when they come in for plat review .

SECOND: The motion was seconded by Councilmember Nickle.

City Attorney Shawn Guzman advised he is not sure if the applicant will be prepared with a rendering when the applicant brings the plat in. If Councilmember Hughes is talking about a site plan, they can bring that in.

Councilmember Hughes amended his motion per City Attorney Shawn Guzman's comments.

Ms. Monson inquired if the residents will be notified of the renderings.

City Manager Gary Esplin advised stated neighbors will not receive a letter. He suggested those concerned call City Offices or watch the City's website.

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

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

The vote was unanimous and the motion carried.

APPROVAL OF MINUTES:

Consider approval of the minutes of the City Council meeting held October 3, 2013.

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

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

The vote was unanimous and the motion carried.

APPROVAL OF MINUTES:
Consider approval of the minutes of the City Council meeting held October 17, 2013.

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

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

The vote was unanimous and the motion carried.

APPROVAL OF MINUTES:
Consider approval of the minutes of the City Council meeting held October 24, 2013.

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

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

The vote was unanimous and the motion carried.

ADJOURN:

MOTION: A motion was made by Councilmember Hughes to adjourn.
SECOND: The motion was seconded by Councilmember Nickle.

**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, December 5, 2013 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **CONSENT CALENDAR** - None scheduled
2. **BID OPENINGS**
 - A. Consider award of bid for the 1600 North sewer line lateral replacement project.
 - B. Consider award of bid for renovation of the upper level of the East Annex to accommodate the offices of the Leisure Services Administration and The Recreation Division staff.
3. **PUBLIC HEARINGS**
 - A. Public hearing to consider a zone change from AP to C-4 on 0.35 acres located at 214 East Tabernacle Street. Martin Lustig, applicant.
 - B. Public hearing to consider a zone change from RCC to AP on 1.94 acres located on the northeast corner of 200 East and 600 South streets. IHC Health Services and LDS Church, applicants.
4. **ORDINANCES**
 - A. Consider approval of an ordinance changing the zone from AP to C-4 on 0.35 acres located at 214 East Tabernacle Street.
 - B. Consider approval of an ordinance changing the zone from RCC to AP on 1.94 acres located on the northeast corner of 200 East and 600 South streets.
5. **RESOLUTIONS** - None scheduled
6. **STAFF REPORTS**
 - A. Consider approval of a special event permit fee waiver and a fee waiver for the use of the Ridge Top Complex for a race event to benefit the KONY Coins for Kids program. Blake Foster, applicant.
 - B. Consider approval of a local government contract with Frontline Public Involvement, Inc. to dispense public information during construction of the Red Hills Parkway/Bluff Street Interchange.
 - C. Consider approval of a proposal to purchase City property in the Creekside Subdivision. Joseph Hood, applicant.
 - D. Consider approval of the donation of Lot 38 in the Creekside Subdivision to the City. Robert Duffin Trust, applicant.
 - E. Appointments to boards and commissions of the City.
 - F. Request a closed session.
7. **MINUTES**
 - A. Consider approval of the minutes of the City Council meeting held October 3, 2013.
 - B. Consider approval of the minutes of the City Council meeting held October 17, 2013.

- C. Consider approval of the minutes of the City Council meeting held October 24, 2013.

8. ADJOURNMENT



Christina Fernandez, City Recorder



Date

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

DRAFT

Agenda Item Number : **2A**

Request For Council Action

Date Submitted 2013-11-27 08:29:34

Applicant Water Services

Quick Title 1600 North Sewer Lateral Replacement Project

Subject Consider approval of a bid for the 1600 North Sewer Lateral Replacement Project

Discussion There were five bids submitted for the 1600 North Sewer Lateral Replacement Project. Desert Hills Construction was the low bidder for the project.

Cost \$134,411

City Manager Recommendation Continuation of the improvements in the Dixie Downs area. Recommend approval.

Action Taken

Requested by Scott Taylor

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

DRAFTAgenda Item Number : **2B****Request For Council Action****Date Submitted** 2013-11-25 16:01:19**Applicant** Kent Perkins**Quick Title** Bid Approval for East Annex Renovation**Subject** Seeking Approval for bid for renovation of upper level of East Annex to accommodate the offices of Leisure Services Administration and the Recreation Division staff.**Discussion** The Leisure Services administrative offices will be moved from the Art Center, and the Recreation Division offices will be moved from the Recreation Center. The South end of the upper floor of the Annex will be remodeled. The entry foyer will be remodeled to create a gallery and public space, and the restrooms, stairway, and lower floor foyer will also be renovated. We received 7 responsive bidders. We recommend that Bud Mahas Construction, the low bidder at \$599,000 with a 120 day construction period, be awarded the contract.**Cost** \$599,000**City Manager Recommendation** Recommend approval for the low bid from Bud Mahas. This bid is under budget so as discussed with Council we would like to do the entrance as well at this time. We will handle it with City crews and where necessary contractors.**Action Taken****Requested by** Kent Perkins**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

Zone Change

PLANNING COMMISSION AGENDA REPORT: 11/12/2013
CITY COUNCIL SET DATE: 11/21/2013
CITY COUNCIL MEETING: 12/05/2013

ZONE CHANGE

214 E Tabernacle

Case No. 2013-ZC-015

Request: To rezone a parcel from AP (Administrative Professional) to C-4 (Central Business District Commercial) on 0.35 acres.

Project: Change the zoning to allow C-4 uses.

Owner / Applicant: Mr. Martin Lustig

Location: 214 E Tabernacle

Acreage: 0.35 acres

Current Zone: AP

Proposed Zone: C4

General Plan: PO (Professional Office)

Adjacent zones: Properties to the north and west are zoned C-4. Properties to the east and south are zoned AP.

Comments: This building is the former H & R Block office. A previous potential buyer wanted to demolish the building and construct a new one on site. However, it is a designated landmark site (Seegmiller Home) and the Historic Preservation Board reviewed the proposal and did not support demolition. The board recommended it be re-used and re-purposed. The City Council would have to review any request to remove the building. The new owner Mr. Lustig who has preserved and renovated the structure (see photos attached). The applicant wishes to expand the number of potential office or retail uses by changing the zoning to C4.

Note that if the building had been removed and a larger square footage building were constructed, there would not be enough on-site parking without creating underground parking.

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

Date Submitted 2013-11-25 10:29:20**Applicant** Mr. Martin Lustig**Quick Title** Public Hearing & Ord for rezone request AP to C-4**Subject** Consider a request for a zone change from AP (Administrative & Professional Office) to C-4 (Central Business District Commercial) on 0.35 acres located at 214 East Tabernacle Street.**Discussion** The property owner, Mr Martin Lustig requests C-4 zoning to allow for a broader range of uses than is allowed in the AP zone. Mr Lustig thought he had the property leased for a small cafe, but that hasn't happened yet and the present zoning (AP) does not allow for restaurants or retail sales. The other three corners at this intersection are zoned C-4, and the PC feels that C-4 zoning for this property is proper, and recommend approval of the zone change to C-4. Mr Lusting recently improved the property with new paint and improved landscaping. The historic home previously was used as an office for H&R Block tax preparation, but has been vacant for many months now.**Cost** \$0.00**City Manager Recommendation** Improvements look good. Recommend approval as Planning also recommended 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 AP TO C4 ON 0.35 ACRES

WHEREAS, the property owner has requested a zone change on 0.35 acres from AP (Administrative professional) to C4 (Commercial); and

WHEREAS, the City Council held a public hearing on this request on December 5, 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 AP to C4 on 0.35 acres located at 214 East Tabernacle, 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 5th day of December, 2013.

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"



Bush and Gudgell, Inc.
Engineers • Planners • Surveyors
Salt Lake City - St. George
www.bushandgudgell.com

10/21/13

**Legal Description for:
H & R Block Building**

Subdivision: St. George City Survey Plat B Block 63 (SG) Lot: 5. All of the information provided is solely based on the what is currently recorded at Washington County Recorder's office State of the Utah.

Beginning at the Northwest corner of Lot 5 Block 63 Plat B SGCS and running thence South 8 Rods; thence East 7 Rods; thence North 8 Rods; thence 7 Rods to the Point of Beginning.

RRH
10/21/13
131214





Aerial 214 E Tabernacle

Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sqcity.crq/sqcitymaps>

October 23, 2013

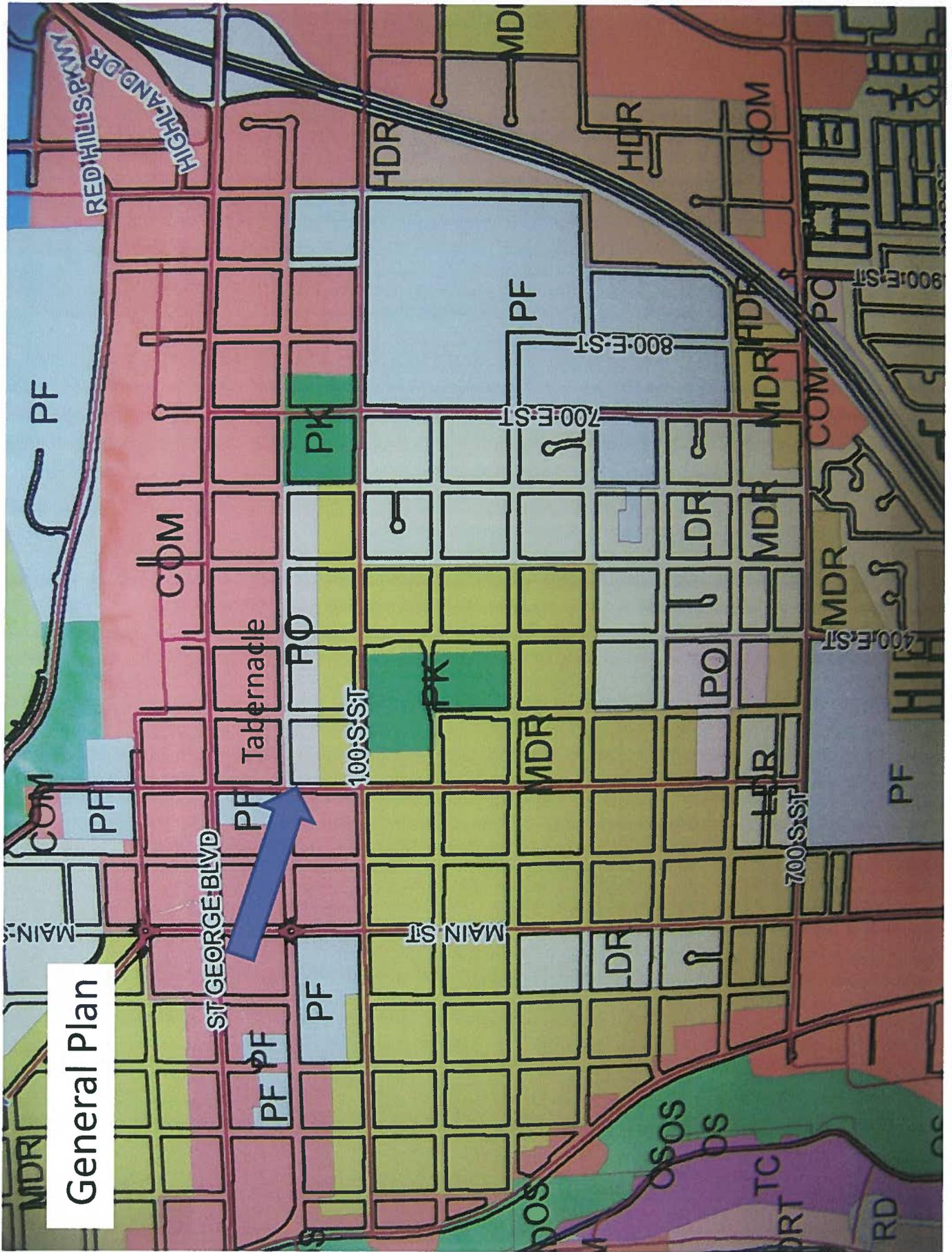


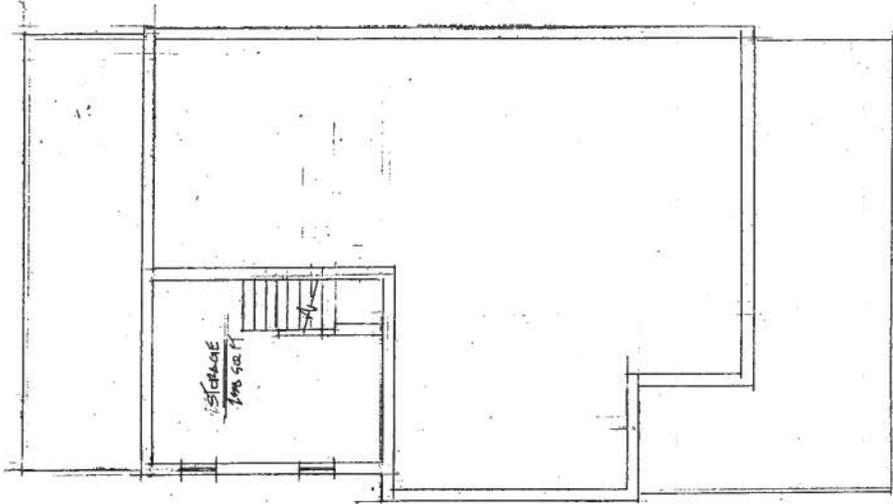
Zoning Map 214 E Tabernacle

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

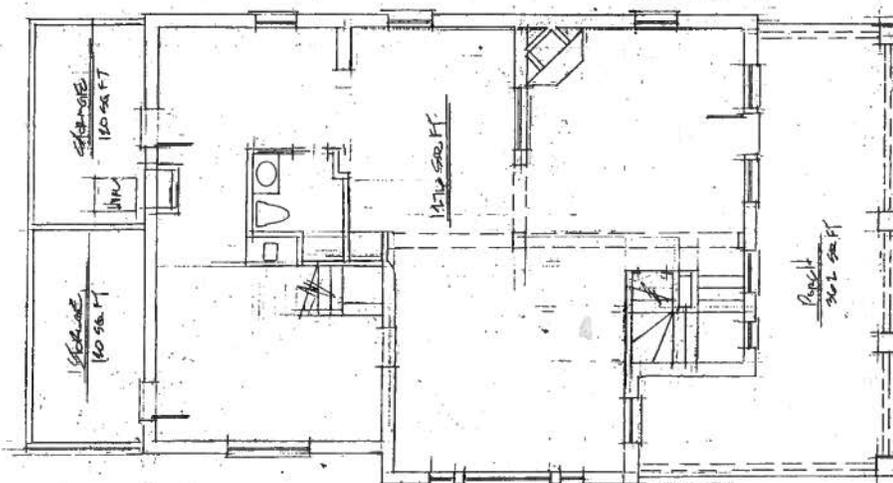
October 23, 2013

General Plan

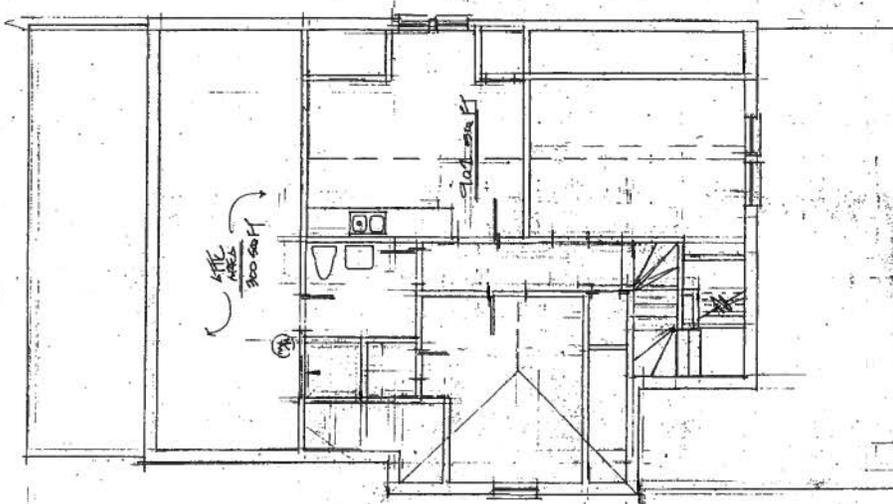




EXISTING BASEMENT PLAN
SCALE 1/4" = 1'-0"
108 sq. ft.



EXISTING MAIN FLOOR PLAN
SCALE 1/4" = 1'-0"
147 sq. ft.



EXISTING UPPER FLOOR PLAN
SCALE 1/4" = 1'-0"
300 sq. ft.

OWNER
HARDIN S. HESTER
(1907) 622-1120
PROPERTY ADDRESS
S.W. E. GREENWOOD
S. GREENWOOD BLVD
18712 P.





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

Date Submitted 2013-11-25 10:20:28**Applicant** IHC Health Services, and LDS Church**Quick Title** Public Hearing & Ord for zone change from RCC to AP**Subject** Consider a request for a zone change from RCC (Residential Central City) to AP (Administrative & Professional Office) for 1.94 acres located on the northeast corner of 200 East and 600 South streets.**Discussion** The LDS Church is proposing to purchase 1.94 acres from IHC on the NE corner of 200 East & 600 South Streets to construct a new Family History Center. The property is currently vacant and to the east is an existing parking lot for IHC, and to the north is the Temple Townhomes. The parking lot property to the east is presently zoned AP and the City General Plan designates this area as "Professional Office" which is consistent with AP zoning. The PC recommends approval.**Cost** \$0.00**City Manager Recommendation** Planning Commission recommends approval and proposed use appears to be a good one for this property and it should be a good neighbor.**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 RCC TO AP ON 1.94 ACRES

WHEREAS, the property owner has requested a zone change on 1.94 acres from RCC (Residential Central City) to AP (Administrative professional); and

WHEREAS, the City Council held a public hearing on this request on December 5, 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 RCC to AP on 1.94 acres generally located at the northeast corner of 200 East Street and 600 South Street 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 5th day of December, 2013.

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"



SUBJECT PROPERTY TO BE REZONED LEGAL DESCRIPTION:

BEGINNING AT A POINT THAT IS THE COMMON SOUTH CORNER OF LOTS 1 AND 2 BLOCK 10 PLAT B, ST. GEORGE CITY SURVEY, SAID POINT OF BEGINNING BEING ALSO $SO1^{\circ}33'47''W$, 332.79 FEET ALONG THE STREET CONTROL LINE AND $N88^{\circ}34'10''W$, 59.00 FEET AND $SO1^{\circ}33'47''W$, 253.75 FEET AND $N88^{\circ}32'59''W$, 264.08 FEET FROM THE ST. GEORGE CITY STREET CONTROL MONUMENT LOCATED AT 500 SOUTH STREET AND 300 EAST STREET AND RUNNING THENCE $S01^{\circ}34'16''W$, 30.96 FEET; TO A POINT ON THE ST. GEORGE CITY SURVEY CONTROL LINE OF 600 SOUTH A 80.00 WIDE PUBLIC STREET THENCE $N88^{\circ}25'02''W$, 295.08 FEET ALONG SAID CONTROL LINE TO THE INTERSECTION OF SAID CONTROL LINE OF 600 SOUTH STREET AND THE ST. GEORGE CITY SURVEY CONTROL LINE OF 200 EAST A 80.00 FOOT WIDE PUBLIC STREET; THENCE $NO1^{\circ}34'45''E$, 296.72 FEET ALONG THE SAID CONTROL LINE OF 200 EAST; THENCE DEPARTING SAID CONTROL LINE $S88^{\circ}34'10''E$, 31.00 FEET TO A POINT THE WEST LOT LINE OF LOT 4 OF SAID BLOCK 10, SAID POINT BEING ALSO $NO1^{\circ}34'45''E$ ALONG THE WEST LINE OF SAID LOT 4, 2.33 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING THE WEST LOT LINE OF LOT 4 $S88^{\circ}34'10''E$, 59.52 FEET; THENCE $S01^{\circ}33'47''W$, 18.30 FEET; THENCE $S88^{\circ}34'10''E$, 25.50 FEET; THENCE $NO1^{\circ}33'47''E$, 2.00 FEET; THENCE $S88^{\circ}34'10''E$, 166.12 FEET; THENCE $NO1^{\circ}33'47''E$, 3.50 FEET; THENCE $S88^{\circ}34'10''E$, 12.90 FEET TO THE EAST LOT LINE OF LOT 3 OF SAID BLOCK 10, THENCE $S01^{\circ}34'16''W$, 253.66 FEET ALONG THE EAST LINES OF LOTS 3 AND 2 TO THE POINT OF BEGINNING.

CONTAINING 1.935 ACRES MORE OR LESS.

Zone Change

PLANNING COMMISSION AGENDA REPORT: 11/12/2013
CITY COUNCIL SET DATE: 11/21/2013
CITY COUNCIL MEETING: 12/05/2013

ZONE CHANGE

200 E 600 S

Case No. 2013-ZC-014

Request: To rezone a parcel from RCC (Residential Central City) to AP (Administrative Professional) on 1.94 acres.

Project: This site is proposed to be developed as an LDS 'Family History Center.'

Property Owner: IHC Health Services, Inc. (Intermountain Healthcare)

Applicant: LDS Church

Representative: Mr. Clay Tolbert
Southwest Consulting Services
435 East Tabernacle Street, Suite 302
St George, Utah 84770

Location: This site is located between 200 East Street and 300 East Street north of 600 South Street. It is currently a vacant lot.

Acreage: 1.94 acres

Current Zone: RCC (Residential Central City)

Proposed Zone: AP (Administrative Professional)

General Plan: PO (Professional Office)

Adjacent zones: To the north is the Temple Apartments and the Temple both zoned RCC. To the west is zoned RCC. The property immediately to the east is zoned AP and is the parking lot for IHC. Across the street to the south is zoned R3.

Reference: Lot Split Case No. 2013-LRE-024 (PC Oct 22, 2013)

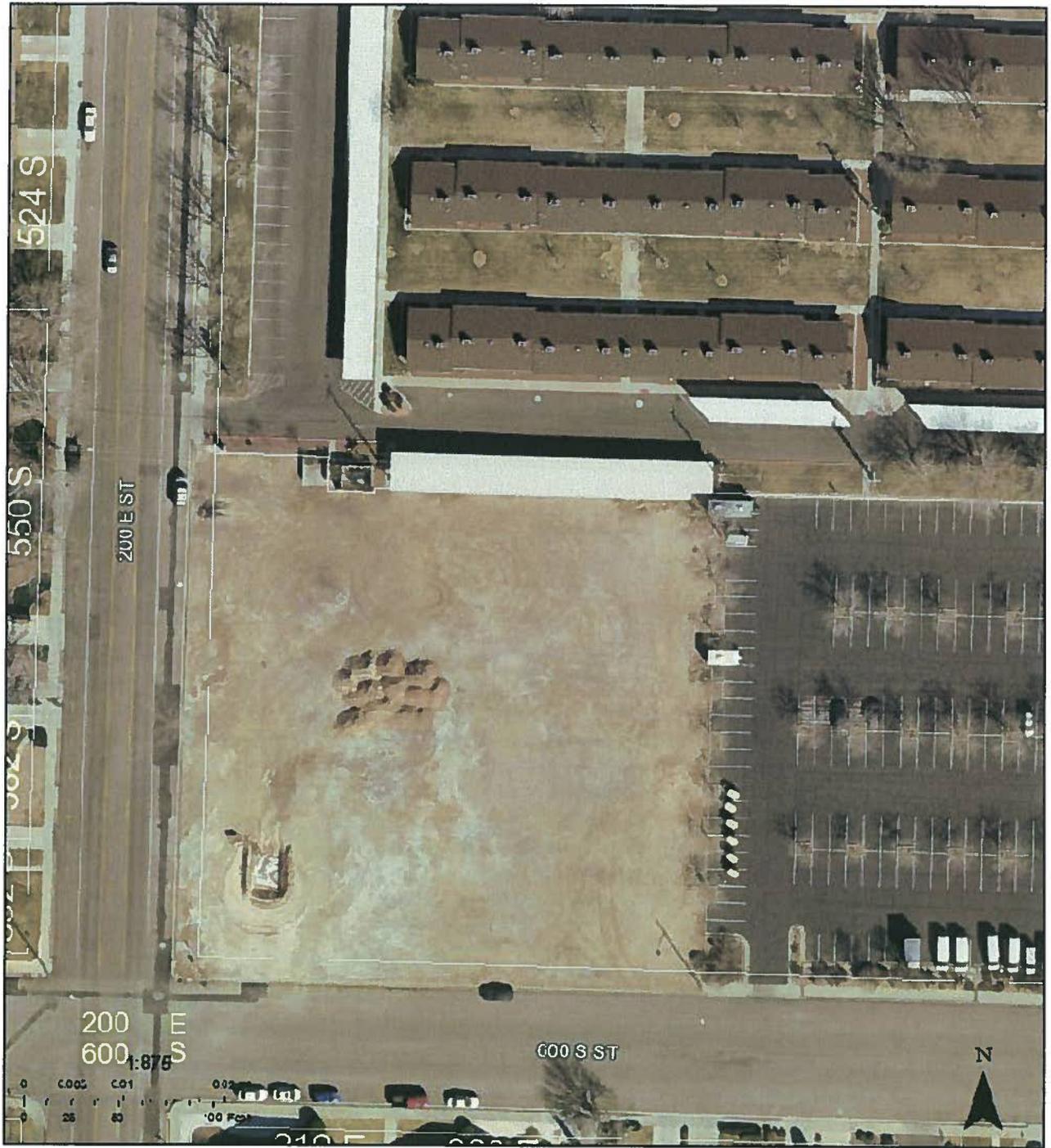
Comments: The General Plan is supportive of this proposed change.



200 E and 600 S NE corner ZC - Map 1

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

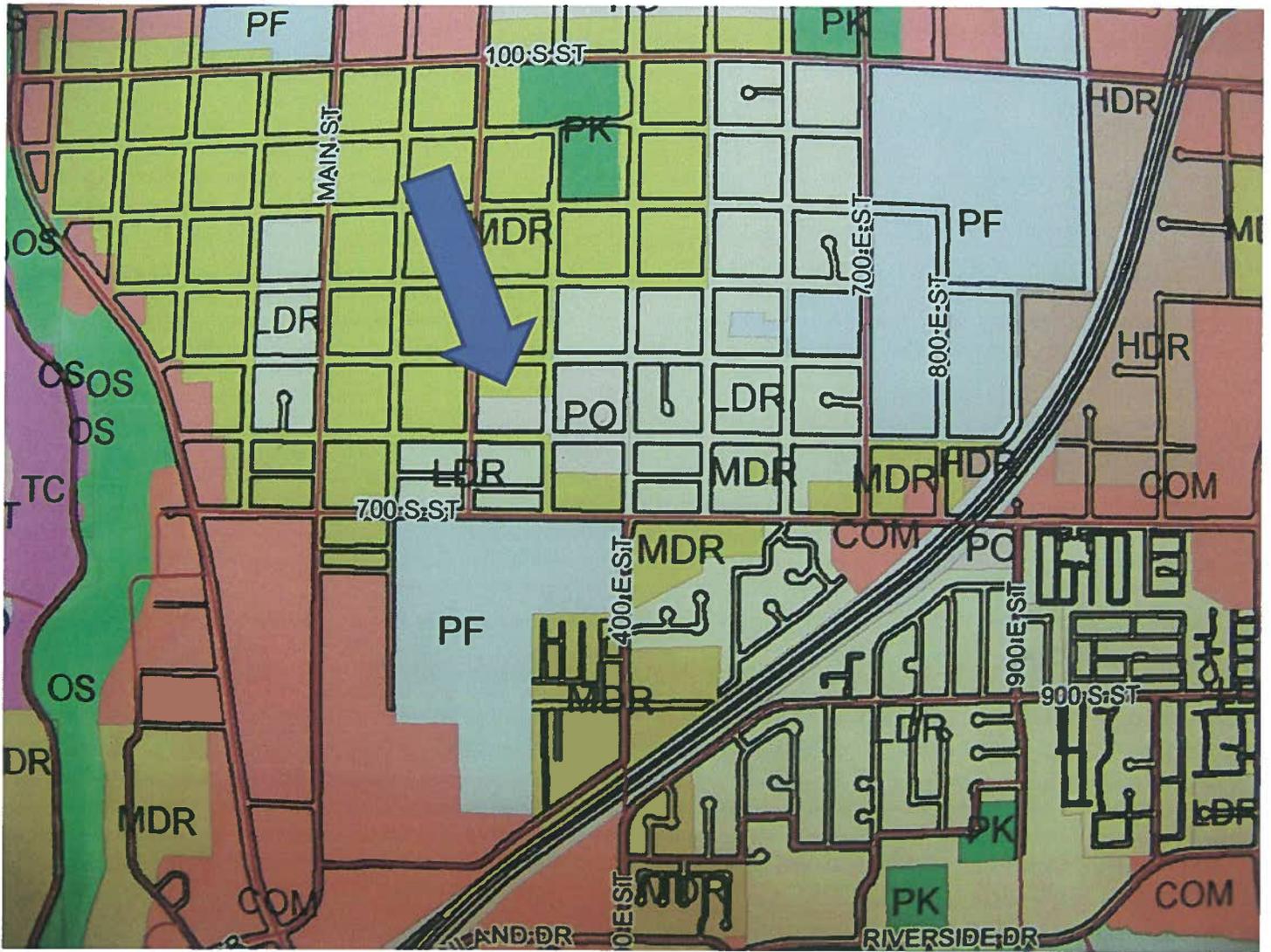
October 11, 2013



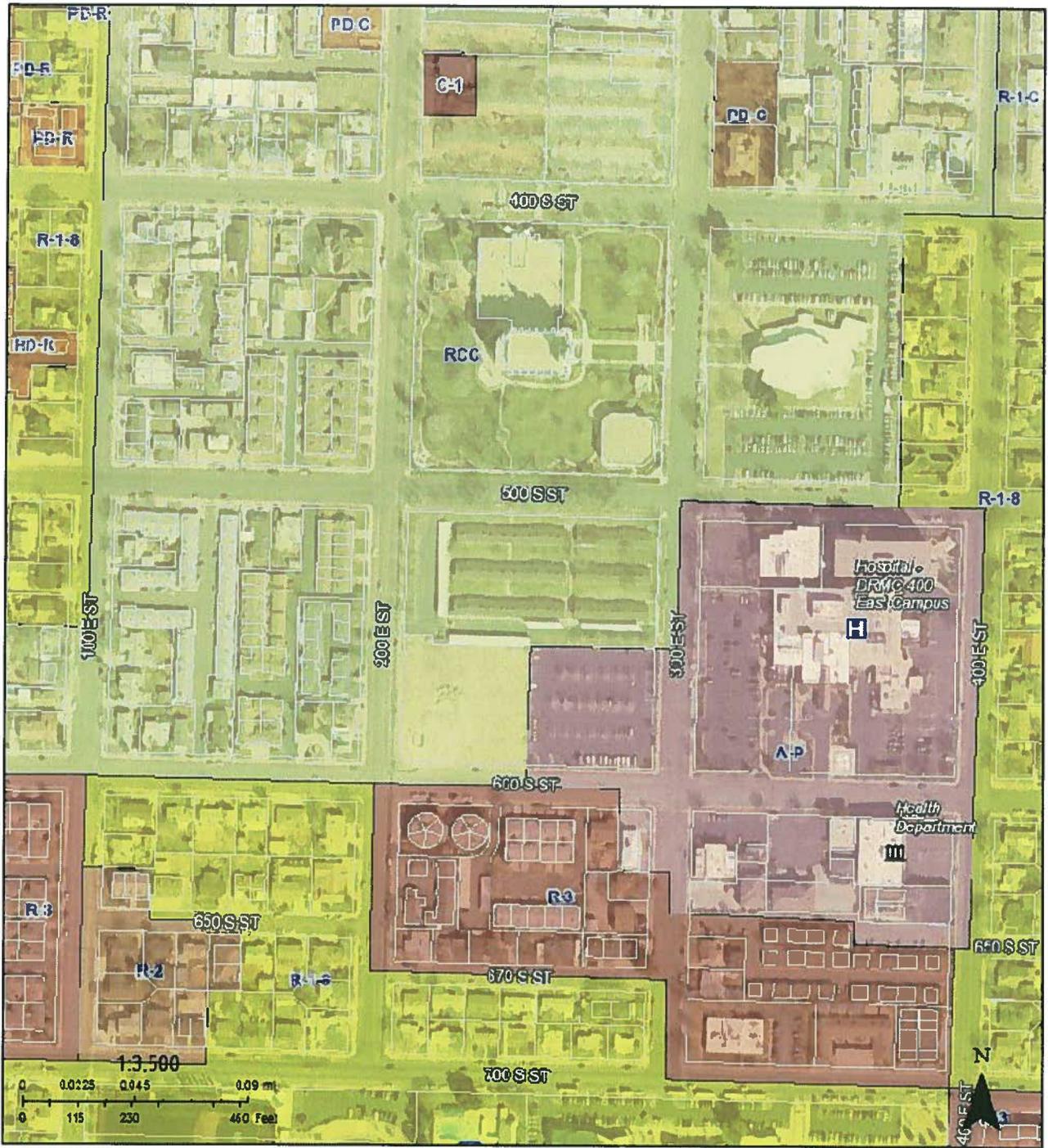
200 E and 600 S NE corner ZC - Map 2

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

October 11, 2013



General Plan



Zoning Map

Made by the City of St. George GIS Department
 SCCityMaps <http://maps.cgcity.org/sgcity/maps>

October 23, 2013

Christina Fernandez

From: Ray Snyder
Sent: Monday, December 02, 2013 1:34 PM
To: Christina Fernandez
Subject: FW: Public Hearing Zoning Change Case 2013-ZC-014

Christina,

FYI - Resident letter for CC Case No. 2013-ZC-014 on Thursday CC mtg. of 12/05/2013.

Ray Snyder

Associate Planner
City of St George
175 East 200 North
St George, Utah 84770
ray.snyder@sgcity.org
(435) 627-4437

From: Kevin Keller [<mailto:kevgasman@gmail.com>]
Sent: Monday, December 02, 2013 1:21 PM
To: Ray Snyder
Subject: Public Hearing Zoning Change Case 2013-ZC-014

Dear Mr. Snyder,
Thanks for the opportunity to comment on this zoning change application.

My wife Nancy and I are not pleased about this. The area around the LDS Temple is highly desirable as convenient, reasonably priced housing for folks who come to St. George for the warmer winters and because of proximity to the Temple and other services. The market for this housing is strong, and taking 1.94 acres of this kind of property out of the affordable housing mix is not a good idea.

As a longtime planning and zoning committee member in Idaho, I know that the kind of development IHC wants to have on this property is the exact type of business every community wants to attract. We'd throw them parades if they'd locate it here in Soda Springs. But there are other places this could be; the area at the west end of Foremaster near the new hospital campus comes immediately to mind. There are several places on Bluff Street and along Riverside Drive that would work as well.. I think there has to be another place, nearly as close and convenient to the old hospital as the property in question, that would meet IHC's needs while leaving intact this important housing community just south of the Temple.

Thanks for your interest. Please pass my comments along to those who make the decisions. I support you and them in the difficult job to regulate development in a free society where we value our private property rights so much. Often there is no easy answer.

Thank You,
Kevin J. & Nancy B. Keller
owners at 165 E. 600 S.

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

Date Submitted 2013-11-27 08:18:32**Applicant** Fred Davies**Quick Title** Transit Advertising**Subject** Consider approval of a fee schedule for advertising services by SunTran.**Discussion** The City Council has authorized SunTran to pursue advertising contracts on its transit vehicles and facilities. The proposed fee schedule is close to the low end of the ranges as presented to the City Council in their work meetings.**Cost** \$0.00**City Manager Recommendation** Need to establish a fee schedule for the proposed advertising on the SunTran buses as discussed previously. This needs to be done by resolution.**Action Taken****Requested by** Larry Bulloch**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

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

Date Submitted 2013-11-26 10:37:10

Applicant Blake Foster

Quick Title Coins for Kids / Ridge Top Race Event

Subject Consideration of a request to waive the Special Event fee and use fee for the Ridge Top Complex.

Discussion The City has received a request from Black Rock Racing to hold a Drag Race Event at the Ridge Top Complex on Saturday, December 7 from 8 am to 5 pm. All proceeds from this event will be given to the KONY Coins for Kids Christmas toy drive.

Cost \$0.00

City Manager Recommendation Appears to be a worthy cause and this type of event has been held before at this complex.

Action Taken

Requested by Bill Swensen

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

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

Date Submitted 2013-11-21 14:45:29

Applicant Cameron Cutler

Quick Title Local Government Agreement - Bluff Interchange

Subject Consider approval of a Local Government Contract for \$34,752.53 for Frontline Public Involvement, Inc. to perform dispense public information during construction of the Red Hills Parkway/Bluff Street Interchange.

Discussion The City match of \$2,353 is already included in the Federal Aid Agreement approved by Council on April, 15, 2010.

Cost \$2,353

City Manager Recommendation This project is coming soon. Our match has already been approved and this cost is included in that match. Recommend approval.

Action Taken

Requested by Larry H. Bulloch

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments



LOCAL ENTITY COPY LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2013-2016 LG PUBLIC INVOLVEMENT (DIRECT
COST PLUS FIXED FEE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-LC53(51)
PIN Description: BLUFF STREET INTERCHANGE AT RED HILLS PARKWAY
FINET Prog No.: 5301513C
PIN No.: 7912
Work Discipline: Public Involvement

1. **CONTRACTING PARTIES:** This contract is between City of St George, referred to as LOCAL AUTHORITY and

Frontline Public Involvement, Inc
Po Box 1033
Farmington, UT 84025

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 27-0785576

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with Public Involvement services as further described in Attachment C.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate December 31, 2014, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$34,752.53 for costs authorized by this Contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

- Attachment A – Certification of Consultant and Local Authority
- Attachment B – Standard Terms and Conditions
- Attachment C – Services Provided by the Consultant
- Attachment D – Fees

6.77%

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - Frontline Public Involvement, Inc

LOCAL AUTHORITY - City of St George

By: David J. Gray Date: 11/21/2013

By: _____ Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: Jessie Peterson Date: 4/18/13

By: _____ Title: Contract Administrator Date: _____

approved as to form:
Dr. D. Smith Director City Attorney



CERTIFICATION OF CONSULTANT

I hereby certify that I, DAVID J. ASAY, am a duly authorized representative of Frontline Public Involvement, Inc and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

11/21/2013
Date

David J. Asay / President
CONSULTANT Signature/Title

CERTIFICATION OF LOCAL AUTHORITY

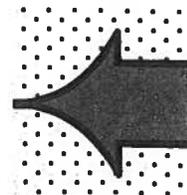
I hereby certify that I am the _____ of City of St George and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

City of St George Signature



**LOCAL GOVERNMENT
ENGINEERING SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the

negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:

- (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

- (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
- (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming the LOCAL AUTHORITY, UDOT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

- 10. HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 1.5 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 1.5 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$750,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$750,000; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in UCA Section 34A-2-104 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The Executive Director or designee shall have the right to request a recertification by the CONSULTANT by submitting a written request to the CONSULTANT, and the CONSULTANT shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the CONSULTANT be required to demonstrate such compliance more than twice in any 12-month period. The CONSULTANT and all applicable sub-consultants will be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

- 11. PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. (*Provision revised July 29, 2013.*)

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS: The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

15. CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS: The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

- 16. CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and UCA Section 63G-6-604 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.
- 17. CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.
- 18. OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

- 19. ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

20. **PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*
21. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
22. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.
23. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.
24. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

25. **TERMINATION:** This contract may be terminated as follows:
- (a) Mutual agreement of the parties; in writing and signed by the parties.
 - (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
 - (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.
 - (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

26. **DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.
27. **ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

- (f) Placement: Action – Project data must be delivered to the DEPARTMENT on CD's in the established project directory structure.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Engineering Technology Services Group of the Project Development Division at UDOT.

28. **REQUIREMENTS FOR COMPUTER ELEMENTS:** Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.
- Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.
29. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
30. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website www.udot.utah.gov/go/rowprojectwiseguide. (*Provision revised September 30, 2013.*)
31. **GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
32. **WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall deliver a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at <http://www.udot.utah.gov/go/qcqa>. If the CONSULTANT elects to use their own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by the DEPARTMENT'S Project Manager. In addition to

the QC/QA checklists and certifications, back up documentation of the QC/QA plan shall be maintained. The back up documentation shall include, but not be limited to the following items:

- (1) Check prints and calculations
- (2) Comment resolution forms
- (3) Written records of the findings of the Quality Control check
- (4) Peer review letters, memoranda, etc.
- (5) Any other correspondence regarding the Quality Control activities involving the task.

33. GENERAL CONTROL AND INSPECTIONS: The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

34. IF THIS CONTRACT IS FOR DESIGN:

- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
- (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the UDOT website www.udot.utah.gov/go/pdnpdn, which is incorporated herein by this reference. (*Provision revised September 30, 2013.*)

35. IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:

- (a) **Construction Administration**
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
- (b) **Materials Testing and Inspection**
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
- (c) **Acceptance Testing/Inspection**
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.

- (d) **Independent Assurance Testing**
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.
- (e) **Project Inspection**
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) **Project Closeout**
Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

36. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL

CONSTRUCTION: In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY and/or DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY and/or DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120 volt (or greater) current for which an electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

- 37. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.

- 38. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.

- 39. USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.
- 40. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**
- (a) **Guarantee Access:** The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
 - (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
 - (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
 - (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

SERVICES PROVIDED BY THE CONSULTANT**1. SCOPE SUMMARY:**

This contract is to deliver public involvement services for the Bluff Street / Red Hills Parkway Intersection in St. George Utah. This will include, but it not limited to the following. Stakeholder coordination, communicate the schedule of project to area traffic, provide feed to the contractor, St. George City and UDOT on public issues, be and maintain the primary contact for the project, and coordinate department and city goals of the project through the RE. They will coordinate their efforts with the Region 4 Public Involvement Manager to deliver the project messaging. Furthermore, they will attend construction meetings, site visits and other activities in order to accomplish this.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment pages 2 through 16:

- (a) Approval Memo
- (b) Detailed Work Plan
- (c) Personnel/Staffing Plan
- (d) Schedule
 - (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by December 31, 2014.
 - (2) Project/Contract Period: The project/contract will terminate December 31, 2014, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.
- (e) Certificate of Insurance



UDOT Consultant Services Contract Approval Memo

Memo Printed on: November 4, 2013 7:03 AM



PM Approval Date: November 1, 2013

UDOT PM: Branden E. Anderson

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 7912
Project No.: F-LC53(51)
Job/Proj:
PIN Description: BLUFF STREET INTERCHANGE AT RED HILLS PARKWAY

CONTRACT INFORMATION

CS Admin: Michael R. Butler
Contract No.: New Public Involvement
Mod No.:
Expiration Date: December 31, 2014
Contract/Mod Amount: \$34,752.53
Fee Type: COST PLUS FIXED FEE
Selection Method: PI POOL (DIRECT SELECT)
Period:
Phase: CONSTRUCTION ENGINEERING
Discipline: PUBLIC INVOLVEMENT

CONTACTS

Consultant	Local Government
FRONTLINE PUBLIC INVOLVEMENT, INC	City of St George
	Cameron Cutler
PO BOX 1033	175 E 200 N
FARMINGTON, UT 84025	CITY OFFICE
	ST GEORGE, UT 84770
	(435) 627-4052
	CAMERONCUTLER@SGCIT



Michael Butler <michaelbutler@utah.gov>

Local Government Concurrence ~ Project No. F-LC53(51) / PIN 7912

5 messages

Michael Butler <michaelbutler@utah.gov>

Fri, Nov 1, 2013 at 9:41 AM

To: "Cutler, Cameron" <cameron.cutler@sgcity.org>

Cc: Branden Anderson <branden@utah.gov>, Cindy Wright <cindywright@utah.gov>, "dave@frontlinepi.com" <dave@frontlinepi.com>

RE: Project No. F-LC53(51) / PIN 7912
Bluff Street Interchange at Red Hills Parkway

Cameron,

I have received the necessary documents to put the above contract together from Frontline Public Involvement. However, before the contract can be compiled, please review the attached document and reply to this email stating that the City of St. George is aware/okay with the contract being put together. Once that approval is received I will have the contract sent out for signatures and final review before it is executed.

Please also acknowledge that the City of St. George is aware of UDOT's contract limits for pool contracts. The limit for the total contract amount is \$150,000.00 for the life of the contract, including any and all future modifications.

A simple email back that you are okay with the contract and you understand the limits is sufficient.

Thanks,

Mike Butler

Contract Administrator

(Consultant)

UDOT Consultant Services

4501 South 2700 West

PO Box 148490

Salt Lake City, UT 84114-8490

michaelbutler@utah.gov

801-965-4419 phone

801-815-4367 cell

801-965-4796 fax

Please note: To better serve the public, our hours of operation are now 8 a.m. to 5 p.m. Monday to Friday

 **7912 - Frontline.pdf**
115K

Cameron Cutler <cameron.cutler@sgcity.org>

Mon, Nov 4, 2013 at 8:48 AM

To: Michael Butler <michaelbutler@utah.gov>

Cc: "Branden Anderson (branden@utah.gov)" <branden@utah.gov>

Michael,

Attachment C 3 of 16

Branden spoke to me about this already. The City is in concurrence, Thanks.

Cameron H. Cutler, P.E.

Transportation Services Manager



From: Michael Butler [mailto:michaelbutler@utah.gov]
Sent: Friday, November 01, 2013 9:42 AM
To: Cameron Cutler
Cc: Branden Anderson; Cindy Wright; dave@frontlinepi.com
Subject: Local Government Concurrence ~ Project No. F-LC53(51) / PIN 7912

[Quoted text hidden]

 **7912 - Frontline - Local Govt Memo.pdf**
161K

Michael Butler <michaelbutler@utah.gov>
To: Cameron Cutler <cameron.cutler@sgcity.org>

Mon, Nov 4, 2013 at 9:03 AM

Cameron,

Thanks for the email. Could you please also confirm that you are aware of the \$150,000 contract limit for this kind of contract?

Thanks

Mike

Mike Butler
Contract Administrator
(Consultant)
UDOT Consultant Services
4501 South 2700 West
PO Box 148490
Salt Lake City, UT 84114-8490

Attachment C 4 of 16



Michael Butler <michaelbutler@utah.gov>

Local Government Concurrence ~ Project No. F-LC53(51) / PIN 7912

Cameron Cutler <cameron.cutler@sgcity.org>
To: Michael Butler <michaelbutler@utah.gov>

Fri, Nov 15, 2013 at 12:07 PM

Sounds good. I am aware of it now. ☺ The City concurs with the \$40,000 limit.

Cameron H. Cutler, P.E.

Transportation Services Manager



From: Michael Butler [mailto:michaelbutler@utah.gov]
Sent: Thursday, November 14, 2013 5:29 PM
To: Cameron Cutler
Cc: dave@frontlinepi.com; Branden Anderson

[Quoted text hidden]

[Quoted text hidden]

FRONTLINE PUBLIC INVOLVEMENT, INC

Prime

UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC53(51)	PIN:	7912	UDOT Project Manager:	Branden E. Anderson
PIN Description:	BLUFF STREET INTERCHANGE AT RED HILLS PARKWAY				

Brief Description

Executive Summary

Executive Summary

Frontline Public Involvement, Inc. is submitting this package to contract the firm's public involvement services for pre-construction and construction activities on Bluff Street at Red Hills Parkway in St. George. The staffing plan, work plan, and cost sheets are included in this package. This contract outlines Frontline Public Involvement's scope of work as Third Party Public Involvement Manager for the project.

FrontLine Public Involvement, Inc. recognizes the critical importance of this project to UDOT, St. George city and the St. George Community and will pledge to commit our full resources to ensuring the project Public Information Goals are met and exceeded.

We are pleased that Lisa H. Beck, Vice President of FrontLine, will be our Project Manager and will be assisted by our team of professionals including Marty Asay, Dez Ragan and Nancy Cozzens. Dave Asay will provide oversight and direction for the project.

It is the intent of FrontLine to provide the specific Scope of Work as indicated in the Work Plan tab. We are committed to bring this project in on-time and on-budget.

Our activities with project are intended to begin immediately upon receiving the official Notice to Proceed.

Please submit any questions or comments to Dave Asay at 801-712-3030 or dave@frontlinepi.com

Project Team

Project Team

FrontLine will be performing all of the work.

Assumptions

Assumptions

Project Unknowns

This contract covers several elements of the project that are still undetermined. They include such items as:

- Final configuration of all connecting streets and accesses
- Contractor
- construction schedule
- completion date.

Other public information unknowns generally fall into Right of Way clearances, Right of Entry permissions, unidentified stakeholders who have major concerns, project impacts on businesses and business accesses, project boundaries and roadway realignment issues. Property acquisition is largely an unknown when PI Contracts are put into place and therefore, modifications to initial plans and approaches are necessary. Several face-to-face meetings and presentations are often necessary, as well as materials for county fairs and other public forums. Other unknowns include the number of contractors, UDOT and stakeholder meetings that will be required and the type and style of collateral materials required to complete the job.

Phasing

Project Phasing (for Public Involvement)

- NTP for the construction team is anticipated by February 1, 2014 for a period of 10 months. It is necessary for Public Involvement activities to begin well ahead of construction to assist in notifying and working with stakeholder issues and concerns.
- Spring/Summer work items...demolition, dirt work, rebuilding base, utility work, stakeholder notifications and website and informational flier preparation and distribution.
- Fall work involves final punch list items

Fee Type

Fee Type

This will be a Cost Plus Fixed Fee. Since this project requires many site visits for meetings and understanding, it seldom requires long days spent on the project. As a result, it is beneficial to UDOT to set this contract up as a Fixed Fee that shows actual work done by itemized category.

FRONTLINE PUBLIC INVOLVEMENT, INC

Prime

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC53(51)	PIN:	7912	UDOT Project Manager:	Branden E. Anderson
PIN Description:	BLUFF STREET INTERCHANGE AT RED HILLS PARKWAY				

Activity: 95C

Public Involvement

Frontline will perform the Public Involvement work as follows:

- Develop a Public Involvement Plan utilizing UDOT’s Public Involvement Plan template in conjunction with the Region Four Communications Manager (RCM), Project Manager and Resident Engineer.
- Develop/create a project identity (project logo) using a font and color scheme that stakeholders can easily recognize and identify with information that relates to the various projects. This will be used on all outreach materials.
- Maintain a high level of “boots-on-the-ground” presence and coordinate regularly with the UDOT Project Manager, the Resident Engineer and the construction contractor to stay up-to-date on activities, schedules, inconveniences, delays and Maintenance of Traffic plans. We will attend weekly, or as needed, construction meetings to identify and resolve stakeholder issues. We will coordinate regularly during construction with the construction contractor and/or UDOT Resident Engineer to stay informed of construction activities. Meet personally with residents and businesses along the corridor to discuss access issues, construction impacts, gather comments and address concerns. Initiate and maintain communications with key stakeholders (including local government leaders at city and county levels, the bicycle community and local businesses) for the duration of the project, through personal visits, by telephone, email or in small-group meetings. Coordinate with UDOT team to troubleshoot customer complaints.
- Develop and maintain comprehensive contact lists. Create and maintain a stakeholder database for distribution materials

and informing stakeholders.

- Gain approval from UDOT Region Communications Manager prior to distribution of any materials.
- Provide construction updates that outline planned construction activities. Work with the construction contractor to compile construction update reports outlining scheduled construction activities at least one week in advance and distributed each week to Region RCM to troubleshoot complaints, etc. Provide updates of construction activities that impact traffic or access to residences and/or businesses to the RCM.

Compile and package project-related information for distribution to media through the Region RCM and UDOT Community and Media Relations.

- Prepare an informational construction flier template in conjunction with the RCM to distribute to residents and businesses

in the construction zone to regularly inform them of construction activities in the area.

- Coordinate with HOA's, shopping centers and other business interests to develop and prepare project information.

- Develop a project webpage in compliance with all UDOT standards. It will contain project background, current and

upcoming activities, frequently asked questions and contact information. The webpage will link to community websites (St. George City) where appropriate.

- Provide a dedicated phone line with messaging service. Must be a local number to the area or a no cost toll free

number. Follow-up on all stakeholder concerns within 8 hours. Distribute number to all project contacts, UDOT

Communications Office, UDOT R.E. and Region Four RCM.

- Provide project reports as per scope of work.

At minimum include:

Overview of public information/involvement activities

Record of all stakeholder contacts

Record of all stakeholder questions and concerns

- Record of all responses and resolutions to stakeholder questions and concerns.

Provide regular project status reports and a final report on the project.

- Anticipate and work closely with UDOT as needed to fulfill other public involvement activities on the project

Work Plan

- Work Plan

1. Upon Notice To Proceed (NTP), FrontLine will deploy individuals in the immediate project area to build relationships with government, business and resident stakeholder.
2. Following NTP, the project brand identity will be developed for review and approval by Region Four RCM and others as he sees fit.
3. Development of the webpage, email template, update format and other collateral materials will follow acceptance of the brand identity.
4. FrontLine will begin attending all UDOT and Contractor meetings relative to the project and present our expectations of how public involvement will be managed for the project.
5. As needed weekly, FrontLine's Project Manager or other qualified individual will be on-site at the project until it becomes apparent that is no longer necessary. They will routinely visit all stakeholders, listen to suggestions and complaints and make recommendations to the UDOT Regional Engineer and Contractor on how to improve the public's perception of the project.
6. Weekly updates will be prepared and submitted to the RCM, Regional Engineer and Contracting Team for approval and then released via email to a comprehensive stakeholder database.
7. FrontLine will establish their responsibility as the "face of UDOT" on the project but will not participate as direct contacts with the press unless specifically instructed to by the Region Communications Manager.
8. FrontLine will be open and receptive to schedule changes, work plan adjustments and other public information requirements as identified by the Region Four RCM and Resident Engineer and/or Project Manager.

UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-LC53(51)	PIN:	7912
Project Location:	SR-18; BLUFF STREET INTERCHANGE AT RED HILLS PARKWAY		
		UDOT Project Manager:	Branden E. Anderson

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
ASAY, DAVE	SENIOR PROJECT MANAGER	B.S.		48	\$70.00	\$70.00	NTP
ASAY, MARTY	PROJECT MANAGER	B.A.		29	\$50.00	\$50.00	NTP
BECK, LISA	PUBLIC INFORMATION SPECIALIST	B.S.		180	\$45.00	\$45.00	NTP
RAGAN, DEZ	PUBLIC INFORMATION SPECIALIST	B.S.		27	\$40.00	\$40.00	NTP
COZZENS, NANCY	PUBLIC INFORMATION SPECIALIST			47	\$30.00	\$30.00	NTP
ASAY, DANNA	CLERICAL	B.S.		20	\$25.00	\$25.00	NTP
Total Hours for FRONTLINE PUBLIC INVOLVEMENT, INC:				351			



July 5, 2013

UDOT
PO BOX 148490
SALT LAKE CITY UT 84114

CERTIFICATE OF INSURANCE

This will certify that:

FRONTLINE PUBLIC INVOLVEMENT I
PO BOX 1033
FARMINGTON UT 84025-1033

Policy Number 1029370

has an active Workers Compensation and Employers Liability policy in accordance with the provisions of the Utah Workers Compensation Act for the period 7/1/2013 to 7/1/2014 at 12:01 A.M.

If the policy is cancelled prior to the policy expiration date of 7/1/2014 you will be notified.

Employer's Liability:

Each Accident:	100,000
Disease - Policy Limit:	500,000
Each Employee:	100,000

Job Reference:

(A job-site location is the only valid entry in this section. Any other language or representation is invalid and in no way extends or alters the coverage issued.)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage by the policy. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.



Re: Request for Professional Liability Waiver

11/15/2012

Thu, Nov 15, 2012 at 8:05 AM

Tim Rodriguez <timrodriguez@utah.gov>
To: Gaye Hettrick <ghettrick@utah.gov>
Cc: Mike Hanni <mikehanni@g.utah.gov>

Waiver granted.

On Wed, Nov 14, 2012 at 5:04 PM, Gaye Hettrick <ghettrick@utah.gov> wrote:

Tim,

Please review/approve the attached waiver request for professional liability insurance. Thanks! Gaye

----- Forwarded message -----

From: <dave@frontlinepi.com>
Date: Thu, Nov 8, 2012 at 2:34 PM
Subject: Request for Professional Liability Waiver
To: Gaye Hettrick <GHETTRICK@utah.gov>
Cc: Raeleen Sanchez <raeleen@utah.gov>, Mike Hanni <mikehanni@utah.gov>

35 A

Gaye:

Please find my request for a waiver of Professional Liability attached. I'm in the middle of setting up a new contract and see that I need to satisfy this requirement.

Thank you.

Dave Asay, President



FRONTLINE PUBLIC INVOLVEMENT, INC.

Work 801 712-3030 Cell 801 712-3030

Email: dave@frontlinepi.com www.frontlinepi.com

P.O. Box 1033 Farmington, Utah 84025-1033

—
Gaye Hettrick
UDOT Consultant Services
801-965-4639
801-633-6213 cell
ghettrick@utah.gov

—
Tim Rodriguez, CPCU, ARM-P
Risk Manager, UDOT
(801) 965-4272
4701 South 2700 West
PO Box 148430
Salt Lake City, UT 84114-8430

FEES

**COST PLUS A FIXED FEE
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 72.70% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as 10.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$2,883.23. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting

documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and DEPARTMENT due to federal funding requirements in 49 CFR § 18.23, and/or the state fiscal constraints imposed upon it as a department of state government by Title 63J, Chapter 1, Budgetary Procedures Act. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 27, 2012.)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$34,752.53 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 5.

UDOT Cost Proposal

Contract Number:	NEW	Mod:			
Project Number:	F-LC53(51)	PIN:	7912	UDOT Project Manager:	Branden E. Anderson
Project Location:	SR-18; BLUFF STREET INTERCHANGE AT RED HILLS PARKWAY				
Labor Costs					
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost	
ASAY, DANNA	CLERICAL	20	\$25.00	\$500.00	
ASAY, DAVE	SENIOR PROJECT MANAGER	48	\$70.00	\$3,360.00	
ASAY, MARTY	PROJECT MANAGER	29	\$50.00	\$1,450.00	
BECK, LISA	PUBLIC INFORMATION SPECIALIST	180	\$45.00	\$8,100.00	
COZZENS, NANCY	PUBLIC INFORMATION SPECIALIST	47	\$30.00	\$1,410.00	
RAGAN, DEZ	PUBLIC INFORMATION SPECIALIST	27	\$40.00	\$1,080.00	
Total Hours:		351			
Total Direct Labor:				\$15,900.00	
Overhead:			72.70%	\$11,559.30	
Total Direct Labor plus Overhead:				\$27,459.30	
Fixed Fee:			10.50%	\$2,883.23	
Burdened Labor Cost:				\$30,342.53	
Other Direct Charges					
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost	
MILEAGE REBURSEMENT	UNIT	7,500.0	\$.565	\$4,237.50	
COLOR COPIES	UNIT	250.0	\$.690	\$172.50	
Total Other Direct Charges:				\$4,410.00	
Total Contract Cost:				\$34,752.53	

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC53(51)	PIN:	7912
Project Location:	SR-18; BLUFF STREET INTERCHANGE AT RED HILLS PARKWAY		
UDOT Project Manager:	Branden E. Anderson		

Employee Name	95C																		Total
ASAY, DAVE	48																		48
ASAY, MARTY	29																		29
BECK, LISA	180																		180
RAGAN, DEZ	27																		27
COZZENS, NANCY	47																		47
ASAY, DANNA	20																		20

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

Date Submitted 2013-12-02 14:08:34

Applicant Mr. Joseph Hood

Quick Title Proposal to purchase City property in Creekside Subdivision

Subject Creekside homeowners association would like to purchase a small sliver of property outside the erosion control barrier from the City to be used as permanent open space.

Discussion The Creekside HOA donated a parcel to the City for the installation of the erosion control dike after the 2005 flood. This parcel is out the area used for the dike.

Cost \$0.00

City Manager Recommendation The HOA is proposing to use the property to be purchased from the City for permanent open space/common area for the residents. The HOA did donate property for the dike and reduced their open space to accommodate the flood control project. They are offering \$2,000. The City did occur some cost installing a cul-de-sac adjacent to this parcel. I do not have a problem with the request as long as the property is deed restricted to permanent open space.

Action Taken

Requested by Creekside HOA

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Gary Esplin

From: Paula Houston
Sent: Wednesday, November 20, 2013 9:02 AM
To: Gary Esplin
Cc: Shawn Guzman
Subject: FW: Creekside Homes Homeowners Association
Attachments: 13-11-07.OUT.4.Purchase Proposal to City of St. George (v2).CH.SG.S09030-001.jmh.pdf

Gary,
This is Creekside's proposal to purchase property from the City. I am also sending you an email on another lot in Creekside that the owner wants to donate to us.

Paula Houston
Deputy City Attorney
City of St. George
175 East 200 North
St. George, UT 84770
(435) 627-4600
paula.houston@sgcity.org



From: Joseph M. Hood [<mailto:jmh@vf-law.com>]
Sent: Friday, November 15, 2013 2:48 PM
To: Paula Houston
Cc: Shawn Guzman
Subject: Creekside Homes Homeowners Association

Paula,

Please see attached a proposal/offer by the Creekside Homes Homeowners Association for the purchase of a portion of the parcel of land that was conveyed to the City by the Association in 2006.

Would you please have this item put on the City Council's agenda for its next meeting so that the City can consider the offer. Also, I would be grateful if I, and possibly the President of the Association, could attend the meeting to present the proposal to the City.

Would you please confirm the when the item is placed on the agenda.

Thank you.



Joseph M. Hood
Attorney
Vial Fotheringham SG, LLP
1173 South 250 West, Suite 308
St. George, UT 84770
Phone: (435) 656-8200 // Fax: (435) 656-8201
Email: jmh@vf-law.com

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**PROPOSAL FOR THE PURCHASE/RECONVEYANCE OF A PARCEL OF LAND
FROM THE CITY OF ST. GEORGE BACK TO THE CREEKSIDE HOMES
HOMEOWNERS ASSOCIATION.**

Offer:

The Creekside Homes Homeowners Association ("Association") would like to offer the sum of **TWO THOUSAND DOLLARS (\$2,000.00)** to the City of St, George ("City") for the purchase of the strip of land north of the Creekside Homes subdivision ("Subdivision") and south of the City NRCS/rock retaining wall (the "Property"). The Property boundary is designated as the highlighted area on the Plat Map known as "Creekside Homes 2nd Amendment" recorded with the Washington County Recorders Office as Document No. 20080014627 attached hereto as **Exhibit A**.

As a condition of the purchase, the Association will designate the Property as common area of the Subdivision and it will be used as an extension of the Subdivision's already existing park **i.e. the Property will remain open, green space**. The Association is willing to prepare and record a covenant at its own expense, covenanting that it will not build on or develop the Property. Such covenant would not be recorded without final approval of the City.

As a condition of the purchase, the Association will also grant a recorded easement in favor of the City to allow it access over the Property to maintain the NRCS/rock retaining wall. Such easement would also be prepared and recorded at the expense of the Association, however, not without final approval of the City.

The Association will pay any surveying/plat map amendment costs.

Reason for the Association's offer:

Key: To prevent a private individual or entity from purchasing the Property from the City and developing the Property in a manner that is inconsistent with the character of the adjacent Subdivision.

Background: The owner of Lot 44 in the Association has sought to purchase a portion of the Property from the City to turn it into a back yard with a swimming pool in contravention of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Creekside Homes ("CC&Rs"). The Association is concerned that other parties unrelated to the Association may seek to purchase the portion of the Property from the City and use the land in a way that is inconsistent with the character of the Subdivision.

Factors which have influenced the Association's offer price to the City, which the Association would like the City to consider:

- 1. The majority of the 1.14 acre property conveyed to the City by the Association and individual lot owners was common area owned by the Association for which the Association did not receive any compensation.**

On or about December 18, 2006 the President of the Association, Michael Rankin, signed a quitclaim deed conveying a 1.14 acre (43,831 square foot) portion of the land within the Subdivision ("Conveyed Property") to the City. See Exhibit A for the boundary of the Conveyed Property.

Some of the Conveyed Property was owned by lot owners within the Association, who were compensated for the conveyance of their respective lots. However, the majority of the Conveyed Property was common property owned by the Association, which the Association was not compensated for by the City. A copy of the original plat map recorded with the Washington County Recorders Office as Document No. 336234 showing that the majority of the Conveyed Property was common area is attached as **Exhibit B**.

The Association notes that despite conveying this common area without receiving any compensation, in seeking to purchase the Property, it is only seeking to purchase back a small portion of the equivalent common area it conveyed to the City without compensation.

2. The Property is still within the jurisdiction of the CC&Rs of the Association and the Association is currently maintaining the Property.

While the Conveyed Property was conveyed to the City and a plat map amendment was recorded, the CC&Rs were never amended to remove the Conveyed Property from the Subdivision. Therefore, the Property is currently within the jurisdiction of the CC&Rs. Furthermore, while it is the obligation of the City and was a condition of the sale of the Conveyed Property that the City maintain the Conveyed Property, the Association is currently maintaining the Property despite there not being any obligation to do so. Given the current situation, it makes logical and legal sense for the City to convey the Property to the Association.

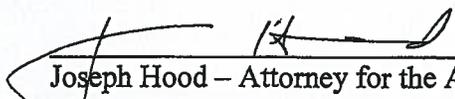
3. City expenditure on the cul-de-sac in the Subdivision.

The Association acknowledges that the City has expended money on rebuilding the cul-de-sac adjacent to the Property. This has been factored into the offer.

Making the offer:

The Association asks that this offer to be put on the agenda for the next City meeting and would like to have its attorney, Joseph Hood, of Vial Fotheringham SG, present to discuss the offer and answer any questions that the City may have.

This offer is made effective this 15th day of November, 2013 and is open until Monday December 9, 2013 or until otherwise revoked.



Joseph Hood – Attorney for the Association (authorized to make the offer pursuant to an Association Board Resolution).

Unofficial Copy

CREEKSIDE HOMES PHASE 3

DATE RECORDED August 9, 1988 TIME 4 31 P.M.

DOCUMENT NO 336234

BOOK 494 PAGE 796 LITE \$35.00

REQUEST OF WILKE TITLE CO

BY Edh UNITS 30 MAP 886 File # 9

OWNER CREEKSIDE VILLAGE DEVELOPMENT, INC

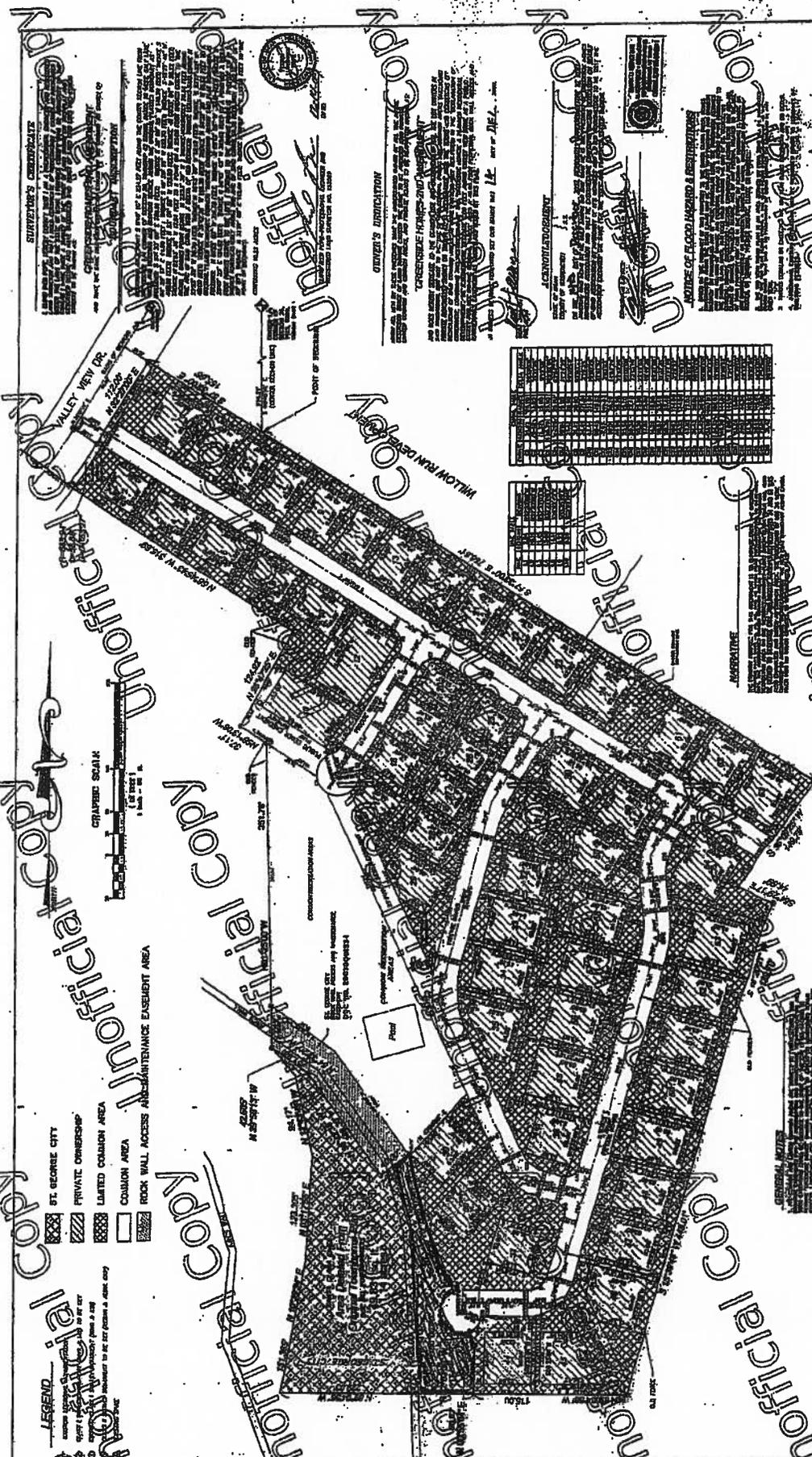
LOL Burgess, Pres

Edward Burgess, Secy

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S 0°40'10" E 224.55 FEET ALONG THE CENTER SECTION LINE AND S 57°33' E 418.84 FEET FROM THE CENTER 1/4 CORNER OF SECTION 26, TOWNSHIP 42 SOUTH, RANGE 16 W, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 32°27' W 80.00 FEET, THENCE S 87°33' E 80.60 FEET, THENCE S 32°27' W 30.00 FEET, THENCE S 87°33' E 20.50 FEET, THENCE S 32°27' W 89.55 FEET, THENCE S 6°25' W 104.00 FEET, THENCE S 18°45' W 230.00 FEET, THENCE S 64°25' W 30.00 FEET, THENCE N 23°35' W 102.00 FEET, THENCE S 64°25' W 183.24 FEET, THENCE S 12°43'35" E 47.66 FEET, THENCE S 3°17'56" W 123.305 FEET, THENCE S 10°39'34" W 365 FEET TO A POINT ON AN OLD FENCE LINE, THENCE FOLLOWING ALONG SAID FENCE S 89°04'56" E 448.01 FEET, THENCE N 15°35'43" E 448.01 FEET, THENCE N 18°20'21" E 139.70 FEET, THENCE N 64°29'17" W 144.59 FEET, THENCE LEAVING THE EXISTING FENCE LINE AND RUNNING N 36°09'25" W 149.79 FEET, THENCE N 57°33' W 349.77 FEET TO THE POINT OF BEGINNING. CONTAINING 6.019 ACRES.





LEGEND

- ST. GEORGE CITY
- PRIVATE OWNERSHIP
- LIMITED COMMON AREA
- COMMON AREA
- ROCK WALL ACCESS AND MAINTENANCE EASEMENT AREA

GRAVELLED SQUARE
1 inch = 20 ft.

SUBMITTER'S CERTIFICATE

I, the undersigned, hereby certify that the above described project is in accordance with the provisions of the City of St. George, Utah, and that the same has been approved by the City of St. George, Utah, and that the same is being submitted to the State of Utah for approval.

OWNER'S DECLARATION

I, the undersigned, hereby declare that the above described project is in accordance with the provisions of the City of St. George, Utah, and that the same has been approved by the City of St. George, Utah, and that the same is being submitted to the State of Utah for approval.

ACKNOWLEDGMENT

I, the undersigned, hereby acknowledge that the above described project is in accordance with the provisions of the City of St. George, Utah, and that the same has been approved by the City of St. George, Utah, and that the same is being submitted to the State of Utah for approval.

NOTICE OF FLOOD HAZARD & RESTRICTIONS

The project is located in a flood hazard area. The project owner is responsible for obtaining and maintaining flood insurance for the project. The project owner is also responsible for obtaining and maintaining flood damage prevention measures for the project.

"CREEKSIDE HOMES AND AMENDMENT"

AMENDMENT THAT WITH ORIGINAL PHASES 1, 2 AND 3 OF CREEKSIDE HOMES

ALL ELEVATIONS SHOWN ARE REQUIRED FOR LOT 30, 31 AND 32. SEE THE FOLLOWING PERMITS ARE ISSUED.

<p>APPROVAL BY CITY ENGINEER</p> <p>APPROVED BY CITY ENGINEER: [Signature]</p> <p>DATE: [Date]</p>	<p>APPROVAL BY CITY PLANNER</p> <p>APPROVED BY CITY PLANNER: [Signature]</p> <p>DATE: [Date]</p>	<p>APPROVAL BY DISTRICT</p> <p>APPROVED BY DISTRICT: [Signature]</p> <p>DATE: [Date]</p>	<p>APPROVAL BY PLANNING COMMISSION</p> <p>APPROVED BY PLANNING COMMISSION: [Signature]</p> <p>DATE: [Date]</p>	<p>RECORDED NO.</p> <p>DOC # 200801450</p> <p>RECORDED AT: [Date]</p>
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L.R. POPE
ENGINEERS &
SURVEYORS

100 S 100 W, SUITE 100, ST. GEORGE, UTAH

EXHIBIT "B"

DOC # 20080014627

Map (Conveying Property) Page 1 of 1
Russell Shirts Washington County Recorder
04/09/2008 04:38:39 PM Fee \$ D.00
By ST GEORGE CITY



NAME CREEKSIDE HOMES 2ND AMENDMENT

UNITS 58 MAP #1871 FILE #12

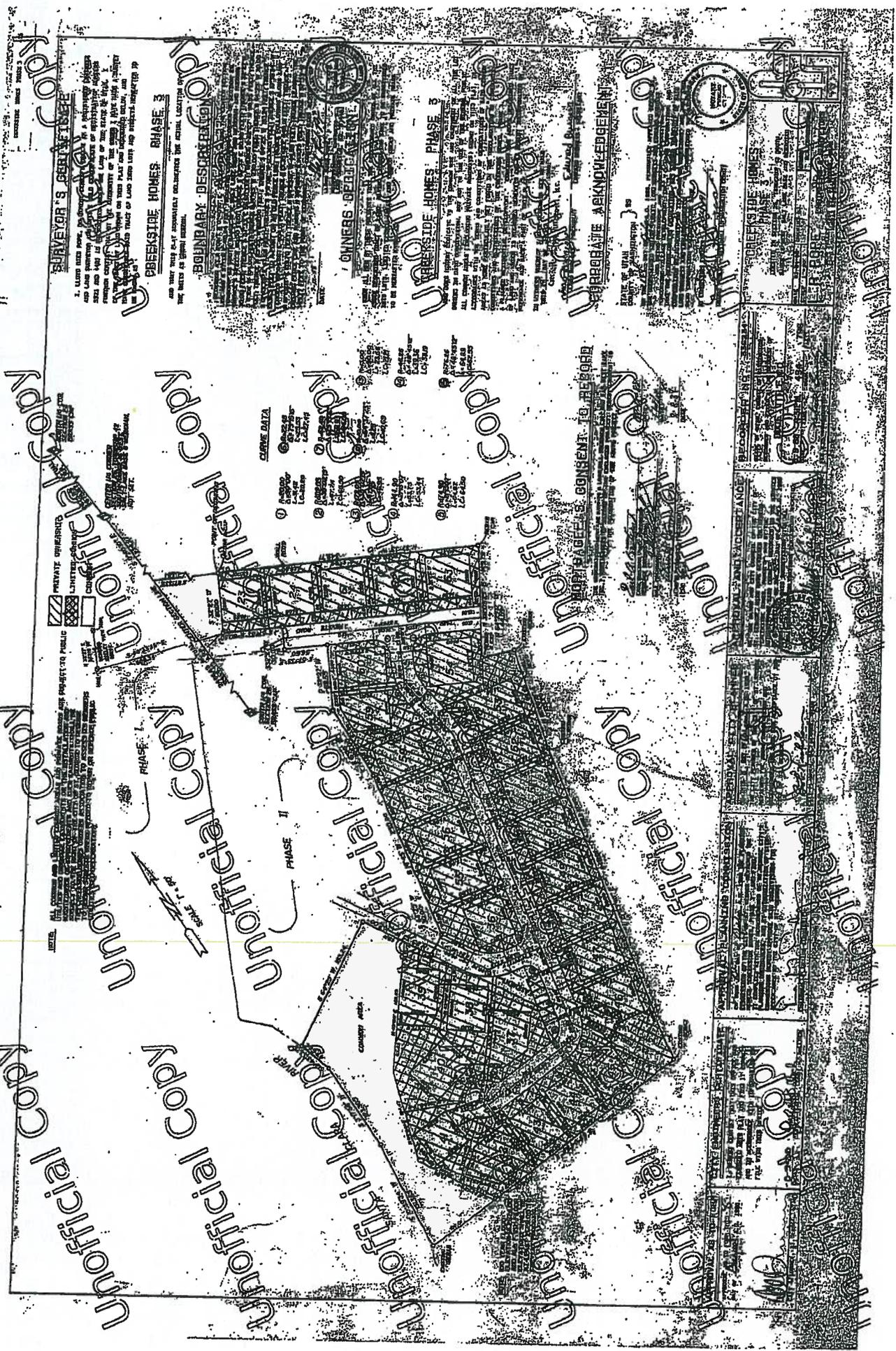
SG-CSH-1 THRU 14 SG-CSH-16 THRU 53 SG-CSH-54A
SG-CSH-55 THRU 58

CREEKSIDE HOMES OWNERS ASSOCIATION

BEGINNING AT A POINT S 0°40' 10" E 224.27 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER 1/4 CORNER OF SECTION 26, TOWNSHIP 42 SOUTH RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE ORIGINAL PLATTED BOUNDARY AS FOLLOWS: S 57° 33' 00" E 88.61 FEET; THENCE S 36° 09' 25" W 149.79 FEET; THENCE S 64° 29' 17" E 44.59 FEET; THENCE S 18° 20' 21" W 108.70 FEET; THENCE S 15° 39' 45" W 448.01 FEET; THENCE N 89° 04' 56" W 175.00 FEET; THENCE N 00° 55' 04" W 56.52 FEET; THENCE N 22° 53' 39" W 17.04 FEET TO A POINT ON A 25.00 FOOT RADIUS CURVE TO THE RIGHT; (RADIUS POINT BEARS N 22° 53' 39" W) THENCE NORTHERLY 78.54 FEET ALONG THE ARC OF SAID CURVE WITH A DELTA OF 180 DEGREES; THENCE LEAVING SAID CURVE N 22° 53' 39" W 175.70 FEET; THENCE N 16° 07' 07" W 92.12 FEET; THENCE N 53° 17' 22" W 40.00 FEET; THENCE N 36° 42' 38" W 120.75 FEET; THENCE N 54° 32' 20" W 51.98 FEET TO A ORIGINAL PLATED BOUNDARY CORNER THENCE CONTINUING ALONG SAID PLAT BOUNDARY AS FOLLOWS: N 01° 25' 00" W 351.75 FEET; THENCE N 56° 13' 06" W 37.11 FEET; THENCE N 88° 47' 25" E 124.92 FEET; THENCE N 56° 45' 43" W 315.89 FEET TO A POINT ON A 683.94 FOOT RADIUS CURVE TO THE LEFT; (BEARING TO THE RADIUS POINT IS N 52° 39' 33" W) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 38.38 FEET WITH A DELTA OF 53° 27'; THENCE N 22° 00" E 112.00 FEET; THENCE S 57° 33' 00" E 155.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.28 ACRES

Unofficial Copy



SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and Licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof.

BOUNDARY DESCRIPTION

The boundary of the land shown on this plan is described as follows: ...

OWNERS' DECLARATION

I, the undersigned, being the owner of the land shown on this plan, do hereby declare that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof.

BREKESIDE HOMES PHASE 3

The land shown on this plan is situated in the ...

APPROPRIATE ACKNOWLEDGEMENT

I, the undersigned, being a duly qualified and Licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof.

STATE OF UTAH

...

APPROPRIATE ACKNOWLEDGEMENT

I, the undersigned, being a duly qualified and Licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof.

APPROPRIATE ACKNOWLEDGEMENT

I, the undersigned, being a duly qualified and Licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof.

APPROPRIATE ACKNOWLEDGEMENT

I, the undersigned, being a duly qualified and Licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof, and that the same is in accordance with the original plan as shown to me by the owner thereof.

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

Date Submitted 2013-12-02 14:03:10**Applicant** Robert Duffin Trust**Quick Title** Donation of property to City**Subject** Donation of lot 38 in the Creekside subdivision to the City.**Discussion** This is a lot that had a home on it that was destroyed by the flood in 2005. The owners want to donate it to the City. We really have no use for it but if we can get the dues issue resolved with the homeowners association it would preclude anyone trying to build on the lot again. The HOA may want to obtain the property to use as open space.**Cost** \$0.00**City Manager Recommendation** This parcel had a home on it that was washed away in the the 2005 flood. The heirs/trust would like to donate the lot to the City. I believe there was an issue with the HOA wanting to charge monthly dues so the City was not interested in incurring cost for a parcel that it could use. If the issue of monthly dues could be resolved then the donation would stop someone from thinking they could build on the property in the future.**Action Taken****Requested by** Robert Duffin Family**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

STEPHEN R. SLOAN
Direct Dial: 801.237.0206
email: ssloan@vancott.com

VANCOTT

October 22, 2013

Laura L. Taylor, RLA, ASLA
Park Planning Manager
City of St. George, Millcreek Facility
390 North 3050 East
St. George, UT 84790

Re: Lot 38, Creekside Subdivision

Dear Ms. Taylor:

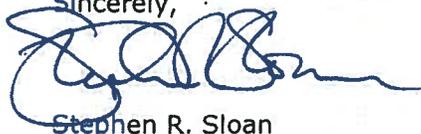
This firm represents Mary D. Draper, successor Trustee of The Robert D. Duffin Revocable Trust dated May 30, 1996 (the "Trust"). The Trust is the owner of certain real property located in the City of St. George identified as Lot 38, Creekside Homes Amended (parcel no. SG-CSH-38). As you may recall, there was a home on Lot 38 that was destroyed by the catastrophic flooding of the Santa Clara River in 2005. You may also recall that you were contacted by Mrs. Draper's husband, Del Draper, in 2011 about the possibility of the Trust donating the lot to the City. At that time, the City expressed interest in accepting the lot in connection with its Santa Clara River trail system which runs past the lot. However, the City ultimately declined to accept the lot because it did not want to incur responsibility for the HOA fees associated with the lot.

Upon review of the CC&Rs for the Creekside Homes Subdivision, we have determined that the CC&Rs clearly exempt property dedicated to a local public authority from HOA fees. Specifically, Article 4, Section 13 states "The following property subject to this Declaration is exempt from the assessments created herein: (a) All property dedicated to and accepted by any local public authority..." (See Amended and Restated Declaration of Covenants Conditions and Restrictions of Creekside Homes, recorded March 27, 2007, Entry No. 20070015287.) Thus, the City may accept dedication of the lot from the Trust without being obligated to pay HOA fees.

My client hereby renews the offer to donate Lot 38 to the City. All HOA fees and property taxes will be current at the time of the donation. If necessary or desirable, my client is also willing to work with the City to remove Lot 38 from the subdivision.

Please consider this offer and contact me to discuss the City's interest in accepting a donation of Lot 38.

Sincerely,



Stephen R. Sloan

cc: Mary D. Draper

4847-6090-6518, v. 1

VANCOTT, BAGLEY,
CORNWALL &
MCCARTHY, P.C.

ESTABLISHED 1874

36 S. STATE STREET
SUITE 1900
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84111-1478 USA
T 801.532.3333
F 801.534.0058
WWW.VANCOTT.COM

LAW OFFICES
SALT LAKE CITY
OGDEN
PARK CITY
LAS VEGAS

MEMBER
LEXISNEXIS MUNDI
THE WORLD'S LEADING ASSOCIATION
OF INDEPENDENT LAW FIRMS



Larry Bullock
627-4008
703-0968

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 3, 2013, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

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

OPENING:

Mayor McArthur called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Pike and the invocation was offered by Councilmember Nickle.

Mayor McArthur invited Mayor Somiya from Ibigawa, Japan to speak.

Mayor Somiya stated that the City has been partnering with Ibigawa for the marathon for 25 years. He thanked the City for its hospitality and looks forward to the relationship continuing in the future.

Mayor McArthur announced City Manager Gary Esplin will be the delegate from the City to attend the Ibigawa marathon in November. This Saturday is the St. George Marathon; in conjunction with the marathon is the Mayor's Walk.

Mayor McArthur invited Kyle Case with the Huntsman World Senior Games to speak about this year's events.

Kyle Case stated the City has been a partner with the Huntsman World Senior Games. He thanked the Councilmembers for their support and presented Mayor McArthur with plaque.

Mayor McArthur thanked all of those who volunteer their time at the Huntsman World Senior Games.

AWARD OF BID:

Consider award of bid for four (4) 2014 Dodge Chargers for the Police Department.

Purchasing Manager Connie Hood advised the bid is to purchase four 2014 Dodge Chargers from local vendor Stephen Wade Dodge at \$26,125.00 each for a total of \$104,500.00. Only two bids were received.

City Manager Gary Esplin stated the City looked at other vehicles, however, the Police Department favors the Chargers.

MOTION: A motion was made by Councilmember Almquist to approve the bid award to Stephen Wade Dodge for the four Chargers in the amount of \$104,500.00.

SECOND: The motion was seconded by Councilmember Nickle.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for 2013 Vacuum Sweeper with a 5 year buy back option for the Streets Department.

Purchasing Manager Connie Hood advised the bid is to purchase a 2013 vacuum sweeper with a five year buy back option. Cate Equipment was the only vendor to meet all

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required specifications. The cost of the sweeper is \$224,970.00 and is included in this year's budget.

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

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

The vote was unanimous and the motion carried.

**AWARD OF BID:
Consider award of bid for the Virgin River Trail South C Project.**

Purchasing Manager Connie Hood advised there were four formal bids received for this project. Interstate Rock was the low bid and is a local vendor. The price submitted was \$121,432.45 which is under budget and does include alternates 1 and 2.

Parks Planner Millie Cockerill stated the trail will begin at what is formally known as the Atkin Trail and will connect to the northern intersection at the Virgin River Trail and will continue to the west and align with the Sun River Golf Course club house. She explained this is a Utah state trails grant project with a 50% match. The City will pay approximately \$60,000.00.

MOTION: A motion was made by Councilmember Pike to approve the bid for \$121,432.45 to Interstate Rock.
SECOND: The motion was seconded by Councilmember Bunker.
VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

**AWARD OF BID:
Consider award of bid for the annual purchase of Polymer product for the Wastewater Department.**

Purchasing Manager Connie Hood advised the bid is for the annual purchase of polymer for the Wastewater Department. The cost will be a not to exceed \$195,000.00.

MOTION: A motion was made by Councilmember Hughes to approve the bid not to exceed \$195,000.00.
SECOND: The motion was seconded by Councilmember Pike.
VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

**INTERLOCAL AGREEMENT/RESOLUTION:
Consider approval of a resolution to approve an interlocal agreement between the City and the Southwest Special Services District to provide fire responses to the Ledges and Trails areas of the City.**

City Manager Gary Esplin advised the special service district would like to build a fire house near the Ledges and Trails areas which would actually be located within the City limits. He explained staff recommends to move forward and for a number of reasons it becomes a win-win situation.

Commissioner Cox stated building the station is an example of excellent and wise stewardship using tax payer funds to craft a win-win situation.

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Winchester Hills Fire Chief Christensen advised they will be building a fire station near the southwest corner of Winchester Hills. The station will be centrally located to cover Winchester Hills as well as the Ledges.

Fire Chief Robert Stoker stated that although the City does not have automatic aid agreement with any communities, this agreement will serve as one. Because the station will be in the City limits, certain development related fees will be waived. The agreement states the station will respond to the area of the Ledges, JEL Ranches and the Trails developments. He stated there have been problems with ISO which is the insurance rating service. At the last rating, the area was rated a class 10 which means no fire protection. This agreement should help that rating as well as save residents in that area quite a bit of money.

City Manager Gary Esplin advised the City rarely waives impact fees, however, this is like a City station and he feels it is fair to do so. This station may delay the need for a City station in that area.

City Attorney Shawn Guzman advised the agreement says that the fees are prorated over a ten (10) year period.

MOTION: A motion was made by Councilmember Almquist to approve the resolution to accept the interlocal agreement and the language with regard to the impact fees with Southwest Special Services District.

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 Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

TRANSIT FEES/RESOLUTION:

Consider approval of a resolution to update Transit fees.

SunTran Manager Fred Davies advised since the last work meeting, the discount fee has been dropped. The proposed fees would no longer give discounts to qualified disabled or senior citizens for day passes, month passes, and semester passes.

Councilmember Hughes stated the fees were changed because there were some that were taking advantage of the discounted rates. This is not a money making service.

MOTION: A motion was made by Councilmember Hughes to approve the resolution for the new rate schedule as outlined

SECOND: The motion was seconded by Councilmember Pike.

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

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

The vote was unanimous and the motion carried.

AIRPORT RATES AND FEES/RESOLUTION:

Consider approval of a resolution to update Airport rates and fees.

City Manager Gary Esplin advised the following fee changes are proposed: Commercial/Charter Operations, Terminal Building Office & Space Rental, Security Fees, and Independent Flight Instructor/A&P Fee. He explained the City is making minor adjustment and changes to cover costs.

Airport Manager Rich Stehmeier explained that when the initial fee schedule was introduced, these particular fees were not addressed. Now that there is interest from sister cities to bring in charter daily flights, he feels that adjusting the fee schedule to include them is necessary.

Councilmember Almquist stated that Mr. Stehmeier looked at industry wide standards when looking at the fee structure.

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MOTION: A motion was made by Councilmember Almquist to adopt the resolution to update the fees as presented.
SECOND: The motion was seconded by Councilmember Bunker.
VOTE: Mayor McArthur called for a roll call vote as follows:

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

The vote was unanimous and the motion carried.

City Attorney Shawn Guzman inquired if the new schedule included effective dates. He stated that the Transit Manger wanted the fees effective January 1st, but he was not aware of the effective date for the airport fee changes.

City Manager Gary Esplin advised the airport fee changes should be effective immediately.

AMENDED MOTION: A motion was made by Councilmember Almquist to clarify his motion to say the airport fee changes are effective today and the transit fee changes will be effective January 1, 2014.

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 Nickle - aye
Councilmember Pike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

ROAD CLOSURE REQUEST:
Consider approval of a road closure request for a customer appreciation and truck show event. Performance Diesel, Inc. applicant.

City Manager Gary Esplin advised there have not been issues with this request in the past.

MOTION: A motion was made by Councilmember Pike to approve the road closure request for Performance Diesel, Inc on November 1st and 2nd.

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

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Nickle - aye
Councilmember Rike - aye
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

FEE WAIVER REQUEST:
Consider approval of a fee waiver for the use of J.C. Snow Park for a Cub Scout Day Camp. Jill Davenport, applicant.

City Manager Gary Esplin advised the only concern staff had was that City ordinance has a section regarding archery in the park.

Amy Brinkerhoff advised they wanted an area for the scouts to shoot bb guns and do archery towards open fields. They will have several adult chaperones and range safety officers.

City Manager Gary Esplin stated he wants the Police Department to approve the set up.

MOTION: A motion was made by Councilmember Almquist to approve the waiver for the use of J.C. Snow Park on October 26th and address concerns with regards to archery and bb gun event to be approved by the Police department.

SECOND: The motion was seconded by Councilmember Hughes.

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VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

FEE WAIVER REQUEST:

Consider approval of a request to use the 1st floor of the Main Street Plaza Parking Garage for the Snow Canyon High School Sadie's Dance. Conner Blozham, applicant.

Conner Blozham and Cass Edgington with Snow Canyon High School stated they would like to hold their Sadie's dance at the 1st floor of the Main Street Parking Garage on October 26th from 8:00 p.m. to 11:00 p.m. They will be utilizing the second and third floors for parking. The request is to use the first floor because their school will not allow them to go on the 4th floor. Mr. Blozham advised he has been in contact with representatives from the Main Street Plaza and will contact other businesses in that area. Students attending must present tickets or they will be turned away.

City Manager Gary Esplin stated JMI has given approval.

MOTION: A motion was made by Councilmember Bunker to approve the special events permit to hold a Sadie's dance on the first floor of the Main Street Plaza on October 26th.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

ROAD CLOSURE REQUEST:

Consider approval of a road closure request for the Dixie State University Homecoming Parade. Jordan Sharp, applicant.

Del Beatty, Dean of Students, advised the students want to interact more with the community. A schedule of events was handed out. They are requesting a road closure for the homecoming parade. Roads to be closed will be 100 South from 800 East to 100 West on Saturday, October 26th from 8:00 a.m. to 11:30 a.m.

MOTION: A motion was made by Councilmember Almquist to approve the road closure request.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

FEE WAIVER REQUEST:

Consider approval for a Drive-In-Movie event and fee waiver for use of the Ridge Top Complex. Jordan Sharp, Dixie State University, applicant.

Jordan Sharp advised they would like to host a free Drive-In-Movie for all of the community to attend. The movie being shown will be Despicable Me 2. In addition to using the Ridge Top Complex, they are requesting a fee waiver as well.

MOTION: A motion was made by Councilmember Pike to approve the event permit and waive the fee for the Drive-In-Movie event to be held at the Ridge Top Complex on October 22, 2013.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

Councilmember Pike inquired if the Councilmembers could give them a decision about the concert they would like to host.

City Manager Gary Esplin stated there have been meetings with staff. There are several concerns such as the date since it will be during spring break as well as access. He feels the Ridge Top Complex is a great venue, however, there details to be worked out. This request can be brought back to a work meeting.

Mr. Beatty stated they are considering two groups and will need to have them booked as soon as possible so that the venue is locked.

FEE WAIVER REQUEST:

Consider approval of a fee waiver request for the use of Crosby Confluence Park for a Spooky Sprint Family 5K. Diane Callister, applicant.

Diane Callister, with Utah Foster Care stated the request is to waive the event fee for a family fun run to raise awareness of Utah Foster Care and to raise money for children currently in foster care.

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

SECOND: The motion was seconded by Councilmember Pike.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

ROAD CLOSURE/FEE WAIVER REQUEST:

Consider approval of a road closure and special event permit fee waiver request for a Fall Carnival Block Party. Karlinda Madrid, applicant.

Karlinda Madrid advised they have held this event for the past eight years. This is an annual neighborhood party and will be held on 300 North from 300 West to 400 West. Utah Barricade will close the streets and they have been working with Captain Staley to coordinate security.

MOTION: A motion was made by Councilmember Hughes to approve the fee waiver and road closure on October 11, 2013.

SECOND: The motion was seconded by Councilmember Pike.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

AGREEMENT:

Consider approval of a Reuse Water Exchange Agreement with Sun River.

City Manager Gary Esplin advised the request is to exchange the water rights owned by Sun River for reuse water at a 3:1 exchange rate. Sun River will transfer 1,674 AF of water rights in exchange for 556 AF of reuse water, delivered to the golf course. The City is currently supplying reuse water to Sun River through an agreement between Sun River and the Shivwits.

MOTION: A motion was made by Councilmember Almquist to approve the exchange agreement with Sun River and the City for the reuse water at 3:1 exchange rate and with 10% over cost of production to be paid to the City.

SECOND: The motion was seconded by Councilmember Nickle.

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VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

**AGREEMENT:
Consider approval of a Sewer Agreement with The Ridge Townhomes Association.**

City Manager Gary Esplin advised the agreement is with The Ridge Townhomes Association. The City has made an offer with HOA's throughout the City to maintain sewer systems if they fit City standards.

MOTION: A motion was made by Councilmember Bunker to approve The Ridge Sewer agreement.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

City Manager Gary Esplin stated as part of cost, the City will receive two plots near the Legacy Development from Kay Traveller. The plots will be sold and funds will be used to bring these lines up to standard.

**ANNUAL ACTION PLAN:
Consider approval of the Annual Action Plan for FY 2014 under the Federal Community Development Block Grant (CDBG) program.**

CDBG Administrator Karen Christensen advised last May the City had done the public hearing and noticing; however the City Council has not voted on the matter. Items included are allocation of approximately \$3,000.00 to go to the homeless, \$100,000.00 set aside for the down payment assistance and \$10,000.00 for KONY's Coins for Kids program.

MOTION: A motion was made by Councilmember Hughes to approve the annual action plan for 2014.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

**RIDGE TOP COMPLEX REQUEST:
Consider approval of a request to use the Ridge Top Complex for a Sports Car Club event. Ryan Johnson, applicant.**

Ryan Johnson advised they held this same event earlier in the year and have held two events in this location previously. He presented a power point presentation which covered the following topics: Solo Events Illustrated; A brief description of Solo; Some important facts to know; Insurance coverages and limits; and Registration and Tech Inspections. They expect to have approximately 60-70 cars attend and have to be members of the club to participate. The event is free to spectators and all spectators are required to sign a waiver. In the past, they have paid \$75.00 per day for the application fee and \$125.00 for the event.

City Manager Gary Esplin advised the Councilmembers can approve a fee structure similar to last year. Generally, fees are waived for groups that are non-profit.

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Mr. Johnson stated they are not a non-profit, rather they are a not-for-profit organization. He asked Bill Swensen for a fee structure but have not received one as of yet. He realizes the fee for the use of the Ridge Top Complex has increased.

MOTION: A motion was made by Councilmember Pike to approve the request to use the Ridge Top Complex and utilize the fee structure from last year.
SECOND: The motion was seconded by Councilmember Almquist.
VOTE: Mayor McArthur called for a vote as follows:

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

The vote was unanimous and the motion carried.

MINUTES:
Consider approval of minutes of the City Council meeting held on August 15, 2013.

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

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

The vote was unanimous and the motion carried.

MINUTES:
Consider approval of minutes of the City Council meeting held on August 21, 2013.

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

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

The vote was unanimous and the motion carried.

ADJOURN TO CLOSED SESSION:
MOTION: A motion was made by Councilmember Hughes to adjourn to a closed meeting to discuss possible litigation and property purchase.

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

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

The vote was unanimous and the motion carried.

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

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

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The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

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Draft

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 17, 2013, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

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

OPENING:

Mayor McArthur called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Nickle and the invocation was offered by Reverend Alex Wilkie.

Mayor McArthur advised item 6G has been removed from the agenda.

Mayor McArthur read a proclamation proclaiming Saturday, November 9, 2013 as National Adoption Day.

FEE WAIVER:

Consider approval of a special event fee waiver and a waiver for the use of Vernon Worthen Park for a Celebrating Families Through Adoption event. Debbie Hofhines, applicant.

Debbie Hofhines explained they will be holding an event on Saturday, November 9, 2013 to celebrate all touched by adoption at Vernon Worthen Park. They are requesting a special event fee waiver and a waiver for the use of the park.

MOTION:

A motion was made by Councilmember Bunker to approve the fee waiver for the use of Vernon Worthen Park.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor McArthur called for a vote, as follows:

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

The vote was unanimous and the motion carried.

BID AWARD:

Consider award of an agreement with Interstate Rock Products to construct the 3000 East, Phase 2, Roadway Improvement Project.

City Manager Gary Esplin advised the request is for the 3000 East project in the 1450 South area.

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Purchasing Manager Connie Hood advised the bid is for \$1,425,609.53.

MOTION: A motion was made by Councilmember Almquist to award the bid to Interstate Rock Products in the amount specified.

SECOND: The motion was seconded by Councilmember Nickle.

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

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

The vote was unanimous and the motion carried.

Mayor McArthur commented that bids were received for the Mall Drive bridge this week.

Cameron Cutler advised eight bids were received. The low bid came in at \$7,405,000.00 and the aesthetics package will cost \$45,000.00.

City Manager Gary Esplin advised the City still needs to get approval from the Federal government. Additionally, staff is continuing to work on right of way issues.

DESIGNATE STREET NAME:

Consider approval to designate 700 East as University Boulevard. Dixie State University, applicant.

City Manager Gary Esplin advised the request is from Dixie State University to co-designate 700 East to University Boulevard. Residents will be able to keep their addresses.

Sheri Ruesch with Dixie State University stated they want the road to be named University Avenue rather than University Boulevard. They met with the post office to see if there were any issues with this request and were told that since this happens all over the country, there are no issues.

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

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.

City Manager Gary Esplin stated that he is going to recommend the interior roads be abandoned as long as they don't have implications on residents.

FEE WAIVER:

Consider approval of a special event fee waiver and a waiver for the use of

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Vernon Worthen Park for a Walk to End Lupus Now, St. George event. Noelle Reymond, applicant.

Noelle Reymond stated they will be hosting a "Walk to End Lupus Now" on Saturday November 2, 2013 and are requesting a special event fee waiver as well as a waiver for the use of Vernon Worthen Park.

MOTION: A motion was made by Councilmember Hughes to approve the special event fee waiver and fee waiver for the use of Vernon Worthen Park.

SECOND: The motion was seconded by Councilmember Bunker.

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

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

The vote was unanimous and the motion carried.

ROAD CLOSURE:

Consider approval of a partial road closure request for the Music for All Regional Marching Band Competition. Dan Adams, applicant.

and

Consider approval of a partial road closure request for the Red Rock Invitational Marching Band Competition. Dan Adams, applicant.

Darren Holt advised the Red Rock Invitational Marching Band Competition event will take place Friday, November 1, 2013 and will have over 43 bands from the State competing. The Music for All Regional Marching Band Competition is a regional event that will be held Saturday, November 2, 2013. The roads to be closed are 1000 East along the shoulder area to provide room for bus staging and 400 South to provide for band warm-up areas.

MOTION: A motion was made by Councilmember Pike to approve the partial road closures for the Marching Band Competitions as outlined.

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

ROAD CLOSURE:

Consider approval of a partial road closure request for the 5th Annual Safety Trunk or Treat. Ronda Neilson, applicant.

City Manager advised the request is for the partial road closure at 167 West 2710 South Circle for the 5th annual trunk or treat in the Bloomington area. There have been no problems in the past.

MOTION: A motion was made by Councilmember Bunker to approve as outlined.

SECOND: The motion was seconded by Councilmember Hughes.

Ronda Neilson stated this is their 5th annual event. Over 800 kids attended and 25 businesses in the area participated. The Police and Fire department will be in attendance.

City Manager Gary Esplin advised the applicant should work with Bill Swensen on the actual closure areas and get approval from the Police and Fire Departments.

AMENDED MOTION:

Councilmember Bunker amended her motion to include the applicant work with Bill Swensen and get approval from the Police and Fire Departments.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor McArthur called for a vote, as follows:

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

The vote was unanimous and the motion carried.

USE OF RIDGE TOP COMPLEX:

Consider approval for the use of the Ridge Top Complex for a Spring Break Concert. Luke Kerouac, applicant.

Jordan Sharp with Dixie State University stated they are requesting use of the Ridge Top Complex this early since they will need to book the entertainment. They will be addressing issues that occurred last year, such as vulgarity, and are working with the Police Department regarding security designs.

Mayor McArthur stated he had heard many comments on the vulgarity from last year's concert.

Mr. Sharp advised the contract states that the artist is to perform a clean show with no vulgarity. Payment to the artist will not take place until after the show to be sure the artist abides by the contract. Traffic control issues will be addressed with staff. The Police Department will be used and paid for by the University. He presented a map to the Councilmembers.

City Manager Gary Esplin advised staff supports the concert. One concern is that the concert will be during spring break. Additionally, there is only one access to the Ridge Top. He is concerned about the impact to the residents in that area. While he would like the Ridge Top Complex to be used, he would rather have the concert on the University property

Mr. Sharp stated that not all schools are on spring break at the same time. They would like to provide a nice secure place to go. He explained they have the area where the concert was last year as well as the Burns Arena reserved in case this is not approved. The plan to get concert goes out of there would be similar of what was done during Color Me Radd. Port-a-potty's will be utilized since there are no restrooms available.

Councilmember Bunker is concerned with residents on Donlee Drive. She wondered if there would be someone there routing them to use Airport Road.

Mr. Sharp stated they will have someone there directing traffic.

Bill Swensen explained he is comparing this event to the Color Me Radd event with terms of traffic control. Staff is prepared to assist with traffic control, but will need to be provided by the University. Safety is the number one priority. The University will also need to pay the cost of the Police Officers. Normally, the fee to use the Ridge Top Complex is \$500.00.

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Chief Stratton inquired who their security officers are. Although it is a busy time for the City, they will bring in a number of officers to assist.

City Manager Gary Esplin stated he wanted to make sure staff's concerns are mentioned which include traffic control and alcohol consumption.

Councilmember Bunker would like to support the University with this event, but she would like to make sure Donlee Drive is secured.

MOTION: A motion was made by Councilmember Hughes to approve the use of the Ridge Top Complex for a concert for the University with the conditions that have been spoken about as far as making sure there is security, working with Bill Swensen and have ample Police Officers and security with a good exit plan and traffic control on Donlee Drive.

SECOND: The motion was seconded by Councilmember Almquist.

Councilmember Almquist stated that he would like the applicants to spell out how they will "defer" the traffic. In addition, he would like them to provide Bill Swensen with a definition of the word vulgar.

Mr. Sharp advised he will actually have a list of prohibited words. He does not want a repeat of last year's concert.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/PUBLIC UTILITY AND DRAINAGE EASEMENT/ORDINANCE:

Public hearing to consider vacation of a public utility and drainage easement for Landtrends Properties in the Fort Pierce Business Park. Brandon Anderson; Rosenberg Associates, applicants.

Todd Jacobsen advised the applicant recently split the lot and created a public utility and drainage easement. The lot split was approved by the City, but not approved by the Fort Pierce Industrial park Property Owners Association. The association is requesting that the applicants merge the lots back into one parcel. In doing so, the parcel owner would like to vacate the public utility easement as well as put the parcel back to its original layout.

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 vacation of the public utility easement for Landtrends Properties in the Fort Pierce Business Park as discussed.

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
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

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PUBLIC HEARING/AMEND FINAL PLAT/ORDINANCE:

Public hearing to consider the amended final plat for The Village at Little Valley Phase 2 Amended. Roger Bundy; R&B Surveying, applicants.

Tod Jacobsen stated the purpose of amending the plat is to merge the two lots together and vacate the easement that was between the lots.

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

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

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/AMEND FINAL PLAT/ORDINANCE:

Public hearing to consider the amended final plat for Quitobaquito Phase 1 Amended. Bob Hermandson; Bush and Gudgell, applicants.

Todd Jacobsen stated the applicants would like to move the lot line and remove some common area.

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

MOTION: A motion was made by Councilmember Hughes to approve the amended final plat for Quitobaquito Phase 1 Amended.

SECOND: The motion was seconded by Councilmember Pike.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/AMEND FINAL PLAT/ORDINANCE:

Public hearing to consider the amended final plat for Meadow Valley Farms Phase 2 Amended. Roger Bundy; R&B Surveying, applicants.

Todd Jacobsen stated the applicants would like to vacate four lots and their associated easements.

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

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MOTION: A motion was made by Councilmember Bunker to approve the amended final plat for Meadow Valley Farms Phase 2 Amended.
SECOND: The motion was seconded by Councilmember Nickle.
VOTE: Mayor McArthur called for a roll call vote, as follows:

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

The vote was unanimous and the motion carried.

**PUBLIC HEARING/AMEND FINAL PLAT/ORDINANCE:
Public hearing to consider the amended final plat for Canyon Terrace Estates Phase 4 Amended. Bob Hermandson; Bush and Gudgell, applicants.**

Todd Jacobsen stated the applicants are requesting to merge two lots and vacate the public utility and drainage easements between said lots.

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 amended final plat for Canyon Terrace Estates Phase 4 Amended.
SECOND: The motion was seconded by Councilmember Pike.
VOTE: Mayor McArthur called for a roll call vote, as follows:

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

The vote was unanimous and the motion carried.

**PUBLIC HEARING/ISSUANCE AND SALE OF FRANCHISE TAX REVENUE BONDS:
Public hearing regarding the issuance and sale of the issuer's 10,000,000 aggregate principal amount of franchise tax revenue bonds, Series 2013 and to allow public input regarding any potential economic impact that the project described herein to be financed with the proceeds of the Series 2013 bonds may have on the private sector.**

City Manager Gary Esplin advised this request is part of the issuance process for the bonds previously discussed for the Mall Drive Bridge. The plan is to issue a new set up bonds to replace the bonds that will be soon paid off, using the proceeds to fund the Mall Drive Bridge. There will be no impact on the budget. Federal Regulations state a public hearing needs to be done.

Mayor McArthur opened the public hearing.

Ed Baca, citizen, stated he feels the issuance of the bonds is important and critical to the Little Valley area.

Mayor McArthur closed the public hearing.

SET PUBLIC HEARING:

City Planner Ray Snyder advised that the Planning Commission, at its meeting held October 8, 2013, recommended that a public hearing be scheduled for November 7, 2013 to consider a zone change request for a future subdivision to be called Meadow Valley Estates Phase 4 from RE-20 to RE-12.5 on 1.77 acres located at 2550 East Mountain Ledge Drive.

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

SECOND: The motion was seconded by Councilmember Nickle.

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

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

The vote was unanimous and the motion carried.

PRELIMINARY PLATS:

Todd Jacobsen presented the preliminary plat for Sun River Phase 32, a 34 unit planned development residential subdivision located at approximately 1900 West 5100 South, zoning is PD-R. This plat was approved by the City Council on December 6, 2012. Since that time, the owner took some common area out and added it into Phase 19 of Sun River St. George. The request tonight is to approve the boundary change by taking out some common area. He also presented the preliminary plat for Villas at Valderra Phase 1, a 10 lot planned development residential subdivision located at approximately 2125 West and 4655 North. This plat was approved by City Council on November 17, 2011 as the Estates at Valderra. The owner is changing the name to Villas at Valderra Phase 1.

Councilmember Bunker inquired if staff watches closely when open space is removed.

Mr. Jacobsen stated there is a requirement for common area and staff does watch for that.

MOTION: A motion was made by Councilmember Almquist to approve the preliminary plats for Sun River Phase 32 and Villas at Valderra Phase 1.

SECOND: The motion was seconded by Councilmember Pike.

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

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

The vote was unanimous and the motion carried.

FINAL PLATS:

Todd Jacobsen presented the final plats for Boulder Springs Villas Phase 3, a 24 unit planned development residential subdivision located at approximately 1620 East 1450 South, zoning is PD-R and Meadow Valley Farms Phase 3, a 21 lot residential subdivision located at approximately 2420 East and 3860 South, zoning is RE-20 and RE-37.5.

Ty Tippetts representing the Little Valley Water Users Association stated they have two wells in that area. While they have no issues with the development, they were lead to believe that once the easement is turned over to the City their easement is at risk.

Councilmember Hughes stated he spoke with Scott Roper and was asked if the water association would continue to be able to maintain their wells.

Ryan Thomas with Development Solutions clarified that in the right-of way is a modified section that will include asphalt, curb and gutter, an 8 foot planter strip and sidewalk. The line is currently in the 8 foot planter strip, therefore they would not have to dig-up the sidewalk. The development will include a back up line in case the existing line breaks.

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City Manager Gary Esplin stated he was not aware of any City requirement that would require them to bond for a private line. If the line is inside the easement they can work on it as long as it restored to what exists.

City Attorney Shawn Guzman advised if in the right of way, the City would require bonding, however, the City Council could waive that now.

City Manager Gary Esplin explained this issue is outside of the final plat. If they want to request a waiver of the bond, they would have to come back to do so.

Mr. Jacobsen stated he spoke with Ryan Thomas earlier in the day. This is a private easement and will remain there if the road is ever vacated. There will be a public utility easement as well.

Mr. Jacobsen presented the final plats for Mulberry Estates Phase 3, a 17 lot residential subdivision located at approximately 2950 East and 3240 South, zoning is RE-12.5 and RE-20 and Mulberry Estates Phase 4, a 17 lot residential subdivision located at approximately 2950 East and 3190 South, zoning is RE-12.5 and RE-20.

Councilmember Almquist inquired, with regards to the Mulberry Estates plats, what size the water lines will be.

Ryan Thomas stated the standard 8 inch water lines will be installed in both developments.

City Manager Gary Esplin advised they will be required under policy to meet what is required for the subdivision. Based on the master plan, the lines were over sized to accommodate the density with the impact fees.

Mr. Jacobsen presented the final plats for Riverstone Subdivision Phase 2, a 16 lot residential subdivision located at approximately 890 West and 4050 South, zoning is R-1-10. He advised there is a transmission line that runs through the development that will be moved down further south as the development increases in size; Sage Meadows Phase 2, an 18 lot residential subdivision located at approximately 2950 East and 2000 South, zoning is R-1-10; Shadow Hawk Townhomes, a 15 unit residential subdivision located at approximately 1300 West and 100 South, zoning is R-3; Sun River St. George Phase 32, a 34 unit planned unit development located at approximately 1900 West and 5100 south, zoning is PD-R; Sycamore Phase 3, a 15 lot residential subdivision located at approximately 2640 East and 3770 South, zoning is R-1-10; Sycamore Phase 4, a 15 lot residential subdivision located at approximately 2800 East and 3770 South, zoning is R-1-10; and Villas at Valderra Phase 1, a 10 lot residential subdivision located at approximately 2125 West and 4655 North, zoning is PD-R.

Councilmember Almquist inquired about the designated right to farm in the Little Valley area as he did not see that on the plats.

Mr. Jacobsen advised any area in Little Valley, should have a note on the plat, that designates it as an agriculture area. All plats are checked when they come into for approval. He stated staff is working on putting signs in that area.

Councilmember Bunker inquired about the connectivity for item 3F.

Mr. Jacobsen advised the Sage Meadows Phase 2 will have a road to connect through.

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

SECOND: The motion was seconded by Councilmember Bunker.

Mayor McArthur stated he wished to include the stipulation on the plat with regard to the easements.

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

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

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit for a cell tower replacement. AT&T Wireless, applicant.

Ray Snyder presented a conditional use permit to upgrade infrastructure and replace an existing 60 foot tall self-support lattice tower with a new 60 foot self-support lattice tower. There will be a period of time, approximately 6 months, where the two towers will co-exist in place together until the project is complete and the old tower is removed.

David Carter with General Dynamics stated their goal is to have an structure that meets code. In addition, they do not want their customers to lose service. The tower was originally installed by Alltell. Each time a tower is touched, it needs to go through a structural analysis.

City Manager Gary Esplin inquired about the color of the new tower.

Mr. Carter stated the new tower will be galvanized structures and can be painted if necessary.

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

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.

SIGN VARIANCE:

Consider approval of a sign variance at 180 North and 300 East. Ben Warburton, applicant.

City Manager Gary Esplin advised the applicant asked for the item to be tabled.

MOTION: A motion was made by Councilmember Bunker to table the item.

SECOND: The motion was seconded by Councilmember Hughes.

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

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

The vote was unanimous and the motion carried.

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UDOT COOPERATIVE AGENCY AGREEMENT:

Consider approval of a UDOT Cooperative Agency Agreement in connection with FAA Grant 3-48-0060-23 to perform a Wildlife Hazard Assessment.

City Manager Gary Esplin advised since the FAA grant agreement was recently approved, this agreement with UDOT will allow the City to receive the funds to perform a Wildlife Hazard Assessment mandated by the FAA.

MOTION: A motion was made by Councilmember Pike to approve the UDOT Cooperative Agency Agreement in connection with the FAA grant as has been explained.

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

IMPROVEMENTS ON 450 NORTH:

Discussion and consider approval of improvements on 450 North.

City Manager Gary Esplin advised the developer is ready to put in his portion of 450 North west of 2450 East to connect to 3050 East. He explained this connection will be a great help with transportation in this area. He recommended using impact funds on the drainage system that will then allow staff to design the connection, from where the developer leaves off to 2450 East, which has already been authorized.

MOTION: A motion was made by Councilmember Bunker to approve the improvements on 450 North.

SECOND: The motion was seconded by Councilmember Almquist.

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

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

The vote was unanimous and the motion carried.

APPOINTMENT OF POLLWORKERS:

MOTION: A motion was made by Councilmember Bunker to accept the pollworkers.

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.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Hughes to discuss potential litigation.

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

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

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

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

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

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

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
OCTOBER 24, 2013, 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM**

PRESENT:

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

EXCUSED:

Councilmember Gil Almquist

OPENING:

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

Discussion on streets located on the Dixie State University.

City Manager Gary Esplin advised staff has been talking to the University for quite some time regarding the interior streets of the campus. He explained, one concern is that in the past, the City's policy has been when a road is vacated, it is given back to the adjacent property owner. The proposal is for the City to take ownership of the peripheral road, maintaining the rights of ways and abandon any streets on the campus. The University would like to control parking and would like set backs. If there are any utilities in the easements, the City would reserve the easements. In addition, there would have to be a guarantee that there is a 25 foot clear zone for accessing the buildings for public safety reasons. The University will maintain the roads if this happens.

Councilmember Pike inquired if the University will block off some of the interior streets.

City Manager Gary Esplin stated that he would like the University to return with a plan.

The consensus of the City Council is to move forward and have the University return with a plan for review.

Discussion on the Master Plan for the Ridge Top Complex.

City Manager Gary Esplin stated that Kelle Stephens with the DXATC has recently contacted him regarding the Ridge Top Complex. He proposes to develop a campus type area which would include greenery along the outside and have an employee and

business friendly complex. He believes the City should hold onto the property with hopes of selling it in the future. Kelle would like to take this concept and show it to the State to see about funds that might be available.

Mayor McArthur believes this is a great concept. He would like to keep a area open for special events.

Councilmember Bunker commented some of the nicest university's in the country have the same type of areas. She feels it would be a great boost to the City.

All Councilmembers believe this is a great place to start.

Discussion regarding traffic concerns and drainage issues in the Little Valley area.

City Manager Gary Esplin advised in the 3000 East area, there are some concerns from a planning and development standpoint. He presented a map which indicates groundwater levels in the area. He stated the biggest concern is if a developer wanted to build basements. At this point, there is no where to pump the water. The City can adopt an ordinance that states basements are not allowed in this area. In addition he inquired about the General Plan; he wondered what would be the best uses in this particular area. Everything south of Seegmiller Road is dry. Basements are not prohibited in any other areas because of water issues.

Larry Bulloch advised the City has spent approximately a million dollars fixing similar problems in other areas. It would cost about six million to correct this problem.

Councilmember Hughes commented that on the east City boundary near a Washington City park, there are a lot of wet spots which have pumped into his irrigation ditch. He does not see how anyone can build a basement in that area.

Mayor McArthur stated it is logical to prohibit basements in that area. Since there are not a lot of subdivisions in that area, now is the time to look at that.

City Manager Gary Esplin advised some areas will have to de-water the lot prior to developing.

Councilmember Bunker inquired how does an unsuspecting homeowner know here is an issue.

Larry Bulloch stated it would have to disclosed on the subdivision plat.

City Manager Gary Esplin advised the other issue is regarding roadways. Things are moving as fast as they can on 3000 East; however even with the other road ways, there are still concerns about a second access. There have been several meetings to see what can be done in that area. In this year's budget, it has been approved to expand Little Valley Road. About fifty percent of the building permits are for that

area. Cameron Cutler looked at the possibility of putting in big box culverts in the Ft. Pierce wash. He explained there are EDA's and CDA's that have to be used within that boundary, possibly to tie 3000 East to Fort Pierce. He is concerned with what will happen when Little Valley Road is torn up. Larry Bulloch and Cameron Cutler will be doing a traffic study.

Cameron Cutler advised they could pave 3000 East near Seegmiller Drive; however, staff would have to come up with an idea for the remainder of the road. One possibility is to have staff put in a road for a cost of approximately \$30,000 and have the developer widen the road when they develop the area.

City Manager Gary Esplin advised are some capital project funds that can be spent on a road.

Councilmember Hughes stated there were concerns with neighbors regarding heavy traffic in the area. He thinks the master plan should be looked at to see what to do regarding zoning. The areas near the new elementary school and George Washington Academy are major traffic areas.

Consensus of the Councilmembers is to pursue the basement issue and have Cameron Cutler do a study to determine the cost to connect 3000 East. They would also like to have additional discussion regarding extending Commerce Drive.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Pike to discuss potential litigation.

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

Councilmember Nickle - aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

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