

**NOTICE OF WORK 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 work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 3, 2023 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

1. **Request a closed meeting to discuss litigation, security, property acquisition or sale, or the character and professional competence or physical or mental health of an individual.**
2. **Adjourn and reconvene in a Regular Meeting of the City Council.**

**** THE COUNCIL WILL MOVE TO
THE CITY COUNCIL CHAMBERS FOR
THE CITY COUNCIL REGULAR MEETING****

**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 at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 3, 2023, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Mayor's recognitions and updates.**
 - A. **READ A PROCLAMATION PROCLAIMING AUGUST 7TH – 13TH, 2023 AS FARMERS MARKET WEEK.**

2. **Comments from the public.**

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas about the City which the Council may choose to address. Comments pertaining to an agenda item that includes a public hearing or public input should be given as that item is being discussed during the meeting.

Up to ten (10) members of the public will be given a limit of two (2) minutes per person. The Council will not respond to comments or questions but will take the comments under consideration for possible discussion at another time. If there are more than 10 individuals wishing to provide public comment, speakers will be selected by random draw.

Rules for making comments:

1. You must be a resident of the City of St. George.
2. Public input shall not be allowed on any agenda item or pending land use application.
3. Comments should relate to City business.
4. Speakers shall be courteous and show respect. Comments shall not include obscene or profane language, nor contain attacks on any individual.

In order to provide an opportunity for a broader scope of residents to provide public comments, any person selected to provide comments at a meeting will not be able to provide public comments again for three (3) months (once per quarter); however, written comments may be submitted anytime to the City Recorder at 175 East 200 North, St. George, UT 84770 or publiccomments@sgcity.org.

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

3. **Consent Calendar.**

A. CONSIDER APPROVAL TO AWARD A BID TO PROFORCE LAW ENFORCEMENT FOR THE PURCHASE OF GLOCK 45 FIREARMS AND HOLSTERS AND THE SALE/TRADE OF ALL CURRENTLY OWNED/ISSUED GLOCK 17 FIREARMS AND HOLSTERS.

BACKGROUND and RECOMMENDATION: This is for the purchase of Glock 45 508T Package w/Tritium sights, Safariland holster(s), as well as the sale of the old Police Department issued Glock 17 GEN4 GNS w/3mags. Staff recommends approval.

B. CONSIDER APPROVAL TO AWARD A BID TO LENCO ARMORED VEHICLE FOR THE PURCHASE OF A BEARCAT ARMORED VEHICLE FOR THE ST. GEORGE POLICE DEPARTMENT SWAT TEAM.

BACKGROUND and RECOMMENDATION: This is for the purchase of a Lenco Bearcat Armored vehicle for the St George Police Department SWAT team. The BearCat Armored vehicle is a critical and high-priority need for the police department. The purchase of this item was discussed in the budget retreat and city council meetings, including a public comment meeting. The council approved the line item, and the Police department has identified Lenco Armorored Vehicles as the sole source to fulfill the order. Staff recommends approval.

C. CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH AVENUE CONSULTING FOR TRAFFIC SIGNAL TROUBLESHOOTING AND CONSULTING SERVICES IN THE AMOUNT OF \$90,000.

BACKGROUND and RECOMMENDATION: This contract is for traffic engineering services that Avenue Consulting will provide St. George for the 2023-24 fiscal year. Staff recommends approval of the Agreement.

D. CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL SCIENCE FOR THE DESIGN, BIDDING, AND CONSTRUCTION MANAGEMENT OF THE PIONEER PARK INTERPRETIVE TRAIL.

BACKGROUND and RECOMMENDATION: This PSA is to provide design survey, base mapping, engineering design, bid phase services, construction phase services, and construction staking for a concrete trail through Pioneer Park that will have several interpretive areas with signs depicting the history and landmarks of St. George. The trail will extend from the west parking lot in Pioneer Park to the Red Hills Desert Garden Parking lot. Approximate length of the trail is a half mile. A bridge will cross the existing detention basin spillway. The PSA is to provide design for the entire project, but the City only plans on constructing the trail with interpretive areas from the west parking lot to the east parking lot in Pioneer Park this fiscal year unless bids come in lower than expected. The remaining segment of trail will be constructed at a later date or as funds are available. Staff recommends approval of the Agreement.

E. CONSIDER APPROVAL OF THE NON FEDERAL REIMBURSABLE AGREEMENT BETWEEN DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AND THE CITY OF ST GEORGE, ST GEORGE REGIONAL AIRPORT.

BACKGROUND and RECOMMENDATION: The purpose of this Agreement between the FAA and the City of St George is to support and complete the Airport Traffic Control Tower (ATCT) siting process and develop a cost estimate for the establishment of an ATCT at St George Regional Airport. Staff recommends approval.

F. CONSIDER APPROVAL TO AWARD BID TO PEAK ASPHALT FOR THE CHIP SEAL OIL SUPPLY.

BACKGROUND and RECOMMENDATION: This award is for 900 tons of chip seal oil for FY 24. This was a formal bid and one bid was received. The price per ton decreased 14% from last year consistent with the reduction in oil prices from the previous year.

G. CONSIDER APPROVAL TO AWARD BID TO INTERSTATE ROCK PRODUCTS FOR CHIP SEAL AGGREGATE.

BACKGROUND and RECOMMENDATION: This was a formal bid and one (1) bid was received. The cost increased by 3.7% over last year's bid.

H. CONSIDER APPROVAL OF A CHANGE ORDER WITH BIG-D CONSTRUCTION ON THE WELLS FARGO ATM RELOCATION PROJECT FOR THE INSTALLATION OF WATER AND FIRE LINES FOR CITY HALL AND PARKING

GARAGE IN THE AMOUNT OF \$122,099.98.

BACKGROUND and RECOMMENDATION: In the City Council Work Meeting held on July 13, staff mentioned the need to advance a portion of site work that Big-D is doing from Phase II of the City Hall project to Phase I (ATM Relocation) in order to reduce cost and time. This involves adding a water line and fire line from Main Street and demolition work of a portion of the Wells Fargo tunnel that runs from the bank to the teller building.

I. CONSIDER APPROVAL OF A CONTRACT WITH HOLBROOK ASPHALT, INC. FOR HAS SEAL COAT FOR VARIOUS STREETS WITHIN THE CITY OF ST. GEORGE.

BACKGROUND AND RECOMMENDATION: This is a sole source award. It has been used for many years throughout the City for asphalt preservation with excellent results.

J. CONSIDER APPROVAL OF A SOLE SOURCE PURCHASE OF SCADA NETWORK EQUIPMENT.

BACKGROUND AND RECOMMENDATION: This is necessary to upgrade and replace twenty year old equipment.

K. CONSIDER APPROVAL OF THE MINUTES FROM THE MEETINGS HELD ON JUNE 15, 2023; JUNE 20, 2023; JUNE 22, 2023; JUNE 29, 2023; JULY 6, 2023; AND JULY 13, 2023.

4. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 2023-001 VACATING A PORTION OF A MUNICIPAL UTILITY EASEMENT LOCATED BETWEEN LOTS 30 & 31, BLOOMINGTON COUNTRY CLUB NO. 11 SUBDIVISION.

BACKGROUND and RECOMMENDATION: The final plat for Bloomington Country Club No. 11 Subdivision was approved by City Council on April, 6, 2017 and recorded in the Office of the Washington County Recorder's Office on May 28, 2017.

5. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 2023-002 TO VACATE A PORTION OF RIVER ROAD (A DECELERATION LANE) IN THE RIVER CROSSING DEVELOPMENT.

BACKGROUND and RECOMMENDATION: This is a deceleration lane that was dedicated with the River Crossing Phase 1 subdivision plat.

6. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 2023-003 VACATING A PORTION OF A MUNICIPAL UTILITY EASEMENT LOCATED IN THE CRIMSON ESTATES SUBDIVISION.

BACKGROUND and RECOMMENDATION: The subdivision plat for Crimson Estates was recorded in May of 2022 and the owners of Lots 1, 5, 6, and 7 purchased additional property after the subdivision was recorded and now want to add this additional area in there lots.

7. PUBLIC HEARING TO ALLOW PUBLIC INPUT REGARDING (A) THE ISSUANCE AND SALE BY THE CITY OF ST. GEORGE, UTAH OF NOT MORE THAN \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX BONDS, SERIES 2023; AND (B) ANY POTENTIAL ECONOMIC IMPACT THAT THE PROJECT TO BE FINANCED WITH THE PROCEEDS OF THE SERIES 2023 BONDS ISSUED UNDER THE ACT MAY HAVE ON THE PRIVATE SECTOR; AND RELATED MATTERS

BACKGROUND AND RECOMMENDATION: On July 6, 2023, the City Council approved Resolution No. 2023-004R authorizing the issuance and sale of not more than \$10,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2023, and related matters. The purpose of the public hearing is to receive input from the public regarding the issuance of the Bonds and any potential impact that the project to be financed with the proceeds of the Bonds may have on the private sector.

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE (THE "CITY"), AUTHORIZING AND APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE AND SALE OF THE CITY'S SALES TAX REVENUE BONDS, SERIES 2023; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

BACKGROUND AND RECOMMENDATION:

WHEREAS, the City adopted a resolution on July 6, 2023 (the "Bond Resolution"), approving the issuance of its Sales Tax Revenue Bonds, Series 2023 (the "Series 2023 Bonds") (to be issued from time to time in various series and with such other series or title designation(s) as may be determined by the City), to (a) finance the acquisition and construction of a city hall, and all related improvements (the "Project"), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2023 Bonds herein described; and

WHEREAS, in connection with the issuance of the Series 2023 Bonds, the City plans to use and distribute a Preliminary Official Statement (the "Preliminary Official Statement"), in substantially the form attached hereto as Exhibit B, and a final Official Statement (the "Official Statement"), in substantially the form as the Preliminary Official Statement; and

WHEREAS, the City now desires to approve the Preliminary Official Statement and the Official Statement and to authorize their use and distribution in connection with the issuance of the Series 2023 Bonds;

9. CONSIDER APPROVAL OF ORDINANCE NO. 2023-004 CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 5.86 ACRES, LOCATED ON THE EAST SIDE OF RIVERSIDE DRIVE AT APPROXIMATELY 700 SOUTH (SOUTH OF FOREMASTER DRIVE) FOR A PROJECT TO BE KNOWN AS WILLOWBEND COMMERCIAL. CASE NO. 2023-GPA-004

BACKGROUND AND RECOMMENDATION: The property to the south was zoned PD-R for a townhome development in 2021. This property has significant hillside issues to consider. As such, the Hillside Review Board met together on site to give a recommendation on the General Plan amendment. They unanimously recommended approval of the change recognizing that there will be a number of issues to work through before a site plan can be approved. On July 11, 2023, the Planning

Commission held a public hearing on the matter. The Planning Commission recommended approval of the application with a 6-0 vote.

10. CONSIDER APPROVAL OF AN ORDINANCE NO. 2023-005 AMENDING THE CITY GENERAL PLAN FUTURE LAND-USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL TO COM (COMMERCIAL) ON 14.5 ACRES LOCATED ON THE SOUTHEAST CORNER OF MALL DRIVE (MERRILL ROAD) AND 3000 EAST STREET FOR A PROJECT TO BE KNOWN AS REGIONAL RETAIL EXPANSION.

BACKGROUND AND RECOMMENDATION: On October 21, 2021, this applicant received approval for a zone change (Fat Cats, 2021-ZC-069) from A-1 (Agricultural, minimum lot size 40,000 sf) to PD-C (Planned Development Commercial) on the portion of this property which already has the COM land use designation for the purpose of adding new commercial development to this location. On that same date, this applicant also received approval for a zone change (The Park at Temple View, 2021-ZC-071) from A-1 to PD-R (Planned Development Residential) on the portion of the property that has the MDR designation for the purpose of adding a new residential development to this location. Before development occurred on this property, the applicant decided to change the configuration of their commercial and residential proposal. They are working with a high-quality commercial developer and now desire to increase the commercial area to create a regional retail center, increasing the commercial size from 5.5 acres to approximately 20 acres. On July 11, 2023, the Planning Commission held a public hearing for this case. With a 6-0 vote, the Planning Commission recommended approval.

11. CONSIDER APPROVAL OF AN ORDINANCE NO. 2023-006 AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 1.08 ACRES, LOCATED ON THE SOUTHEAST CORNER OF DESERT COLOR PARKWAY AND BLACK MOUNTAIN DRIVE FOR THE PURPOSE OF ADDING A 4,727 SQUARE FOOT FINANCIAL INSTITUTION FOR A PROJECT TO BE KNOWN AS MOUNTAIN AMERICA CREDIT UNION WITH CONDITIONS FROM THE PLANNING COMMISSION.

BACKGROUND AND RECOMMENDATION: This is a request for an amendment to the approved Desert Color PD-C (Planned Development Commercial). This site is located directly west of Pad K which was approved earlier this year (2022-ZCA-053) as a restaurant/retail space. On July 11, 2023, a public hearing was held for this item at the Planning Commission meeting. The Planning Commission recommended approval with a condition.

12. Appointments to Boards and Commissions of the City.

13. Reports from Mayor, Councilmembers, and City Manager.

14. Request a closed session to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.

Genna Goodwin, Deputy 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.

PROCLAMATION

WHEREAS farmers and ranchers provide citizens with access to healthful, locally, and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products, and

WHEREAS farmers markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion each year to the U.S. economy, and

WHEREAS farmers markets serve as significant outlets by which small-to-medium, new and beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide, and

WHEREAS the City of St. George recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and more;

NOW, THEREFORE, to further awareness of farmers markets' contributions to the City of St. George life, I, Michele Randall, Mayor, along with the City Council of the City of St. George, do hereby proclaim the week of August 7-13, 2023, as

Farmers Market Week

in conjunction with the observance of National Farmers Market Week and call upon our community members to celebrate farmers markets with appropriate observance and activities.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of August 2023.

Michele Randall, Mayor



Agenda Date: 08/03/2023

Agenda Item Number: 3A

Subject:

Consider approval to award a bid to ProForce Law Enforcement for the purchase of Glock 45 firearms and holsters and the sale/trade of all currently owned/issued Glock 17 firearms and holsters.

Item at-a-glance:

Staff Contact: Jordan Minnick

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

175 N 200 E

Item History (background/project status/public process):

This is for the purchase of Glock 45 508T Package w/Tritium sights, Safariland holster(s), as well as the sale of the old Police Department issued Glock 17 GEN4 GNS w/3mags.

Staff Narrative (need/purpose):

The St George Police Department budgeted and was approved for the purchase of new handguns and required holsters for its officers. The police department also set out to bid on the sale of currently owned/issued Glock 17 firearms to be sold or credited towards the new purchase. After receiving several bids, Profoce Law Enforcement was selected as the vendor to supply the new equipment, as well as agreed to purchase the old firearms.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$117,016.18

Amount approved in current FY budget for item: \$168,000.00

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

General Fund

Recommendation (Include any conditions):

Approval



Agenda Date: 08/03/2023

Agenda Item Number: 3B

Subject:

Consider approval to award a bid to Lenco Armored Vehicle for the purchase of a BearCat armored vehicle for the St. George Police Department SWAT team.

Item at-a-glance:

Staff Contact: Jordan Minnick

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

265 N 200 E, St George, UT, 84770

Item History (background/project status/public process):

This is for the purchase of a Lenco Bearcat Armored vehicle for the St George Police Department SWAT team. The BearCat Armored vehicle is a critical and high-priority need for the police department. The purchase of this item was discussed in the budget retreat and city council meetings, including a public comment meeting. The council approved the line item, and the Police department has identified Lenco Armored Vehicles as the sole source to fulfill the order.

Staff Narrative (need/purpose):

The Police Department needs to purchase a replacement armored vehicle for its SWAT team. The vehicle is used for critical incidents and allows officers the ability to approach these incidents safely. Armored police vehicles are used nationally for hostage rescue, crisis negotiation, and deployment of officers into unsafe critical police calls for service. The St George Police Department had previously purchased a used armored vehicle that has become too cost prohibitive to maintain. The BearCat is proprietary to Lenco, and the purchase should be awarded to Lenco for the custom build of the vehicle. This item was approved in the St George City FY24 budget.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$311,939.00

Amount approved in current FY budget for item: \$336,000.00

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

General Fund

Recommendation (Include any conditions):

Approval



Agenda Date: 08/03/2023

Agenda Item Number: 3C

Subject:

Consider approval of a Professional Services Agreement with Avenue Consulting for traffic signal troubleshooting and consulting services in the amount of \$90,000.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: N/A

Reference Number: N/A

Address/Location:

St. George

Item History (background/project status/public process):

This contract is for traffic engineering services that Avenue Consulting will provide St. George for the 2023-24 fiscal year.

Staff Narrative (need/purpose):

For the past two years, Avenue Consulting has provided signal timing plans and other troubleshooting and consulting services to assist city personnel in managing the (65+) traffic signal network within the city. This cooperative effort between city and Avenue Consulting has worked very well.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: 90,000

Amount approved in current FY budget for item: 90,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

City budgeted funds

Recommendation (Include any conditions):

Approval



**CITY OF ST. GEORGE BLANKET PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES WITH AVEUNE CONSULTANTS, INC**

This Professional Services Agreement (hereinafter “Agreement”) is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the “CITY”), and Avenue Consultants, Inc., with offices at 113 East 200 North Suite 3, St. George, Utah 84770 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees for the PROJECT; and

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

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

1. ENGAGEMENT OF CONSULTANT.

- 1.1 CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY’S

request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324(a) by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY excluding attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

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

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work ("**Exhibit A Scope of Services**") which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in "**Exhibit A Scope of Services**" or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- 3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.** For the performance of the services and completion of PROJECT

set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed **ninety thousand dollars, \$90,000.00**. Each individual Work Order shall not exceed **Signal Coordination, fifteen thousand dollars \$15,000 per corridor or Traffic Studies, four thousand dollars, \$4,000.00 per study**.

5. **INVOICING, PAYMENT, NOTICES.**

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

withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

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

6. **CHARGES AND EXTRA SERVICE.**

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

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.
9. **ACCURACY AND COMPLETENESS.**
 - 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
 - 9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
 - 9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
 - 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.
10. **INDEPENDENT CONTRACTOR.**
 - 10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
 - 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
 - 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
 - 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
 - 10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.

- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.
- 10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- 11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- 11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.
- 11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
- A. The name and address of the insured.
 - B. CITY shall be named as a Certificate Holder.
 - C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - D. The location of the operations to which the insurance applies.
 - E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

- G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - I. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- 11.4 COMPENSATION INSURANCE: CONSULTANT shall, as applicable, take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:
- A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- 11.5 COMMERCIAL GENERAL LIABILITY INSURANCE: CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.
- A. The minimum commercial general liability insurance shall be as follows:
 - i. Comprehensive general liability insurance for injuries, including

- accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
- ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars (umbrella coverage may be considered).
- iii. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

B. Such policy shall include each of the following coverages (as applicable):

- i. Comprehensive form.
- ii. Premises - operations.
- iii. Explosion and collapse hazard.
- iv. Underground hazard.
- v. Product/completed operations hazard.
- vi. Contractual insurance.
- vii. Broad form property damage, including completed operations.
- viii. Independent contractors for vicarious liability.
- ix. Personal injury.
- x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
- B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- C. If Professional Liability coverages are written on a claims-made form:
 - i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an

extended period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the policy must be submitted to CITY for review.

11.7 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

Such business automobile insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

12. **INDEMNITY AND LIMITATION.**

12.1 Except as otherwise provided herein, CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of professionals, except for attorney's fees, and all court or other dispute resolution costs for:

- A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
- B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
- C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- 12.3 The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.
- 12.4 This section does not apply to a design professional services contract, design professional services, and design professionals.

13. **DOCUMENTS.**

- 13.1 All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- 13.2 Plans, specifications, maps, and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

- 13.3 The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- 13.4 CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- 13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.
14. **RECORDS.**
- 14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- 14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- 14.3 Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.
15. **TERMINATION.**
- 15.1 CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- 15.2 In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- 15.3 CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.
16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.
17. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.

17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

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

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Avenue Consultants, Inc 113 East 200 North St. George, Utah 84770
Attention:	City Attorney	Attention:	Mel Bodily
Copy:	legal@sgcity.org		

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by

filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or

breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY OF ST. GEORGE

AVENUE CONSULTANTS, INC

Michele Randall, Mayor

Date

Mel Bodily

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder



CITY OF ST. GEORGE BLANKET PROFESSIONAL SERVICES AGREEMENT – EXHIBIT A

SCOPE OF WORK

This contract includes Traffic Engineering and related services on an “On Call” basis as requested by the City. Avenue Consultants (Avenue) will verify that City standards and requirements are met. Services for individual work task orders may include, but are not limited to following:

SIGNAL OPERATIONS

- Traffic signal coordination and timing optimization
- Traffic signal event plan development and implementation
- ATSPM setup and analysis, including raw data analysis
- Travel times and volume data collection
- Innovative intersection signal controller setup and implementation
- Development and review of signal design plans
- Signal Control Replacement

TRAFFIC ANALYSIS

- Minor intersection and corridor improvement projects
- General Traffic Studies (Pedestrian, Speed, Phasing etc.)
- Traffic signal warrant evaluation
- Arterial and freeway speed studies
- Intersection, arterial and freeway safety analysis
- Preparing exhibits and figures for public meetings
- Traffic calming studies
- Development of future traffic volumes
- Travel Demand Models support

TRAFFIC SUPPORT

- Traffic report and memo review
- Traffic impact study review
- Inspections and other related services
- Traffic data management and display

DESIGN

- Intersection layout
- Striping design
- ATMS/ITS design
- Signal design
- Survey for ROW parcel
- Records research and legal descriptions

PUBLIC INVOLVEMENT

- Stakeholder Outreach
- Event Planning
- Public Education
- Communications

Right-Of-Way Acquisition

- Federal Process Support
- Negotiations
- Appraisals
- Relocation
- Residential and Commercial

When the City of St. George requests services from Avenue for a specific project, Avenue will provide a project specific brief scope of services and estimated cost associated with the project at the fee schedule attached. The attached fee schedule for services is valid for one year. In the case of emergency projects, Avenue will provide a specific project scope as soon as feasible. Each specific project will not exceed the amounts specified in the signed agreement.



Avenue Consultants

FEE SCHEDULE

Staff	Rates
Traffic Engineering	
Jason Davis <i>Engineering Manager</i>	
Ivan Hooper <i>Principle Traffic Engineer</i>	\$ 264.00
Shawn Larson <i>Senior Traffic Engineer</i>	\$ 173.00
David Bassett <i>Senior Traffic Engineer</i>	\$ 166.00
David Bezzant <i>Senior Traffic Engineer</i>	\$ 160.00
Greg Sanchez <i>Project Traffic Engineer</i>	\$ 150.00
Nuzhat Azra <i>Project Traffic Engineer</i>	\$ 138.00
Conor Seat <i>Staff Traffic Engineer</i>	\$ 131.00
Camille Lunt <i>Staff Traffic Engineer</i>	\$ 117.00
Jordan Christenson <i>Staff Traffic Engineer</i>	\$ 103.00
Daniel Lee <i>Staff Traffic Engineer</i>	\$ 114.00
Public Involvement	
Duke Richardson <i>Public Involvement Manager</i>	\$ 158.00
Sharice Walker <i>Public Involvement Staff</i>	\$ 130.00
Shadow Dow <i>Public Involvement Staff</i>	\$ 93.00
Planning	
Blake Ungren <i>Planning Manager</i>	\$ 345.00
Thomas McMurtry <i>Principle Planner</i>	\$ 253.00
Rob Eldredge <i>Senior Planner</i>	\$ 172.00
Emilie Jordao <i>Senior Planner</i>	\$ 142.86
Jessica Tracy <i>Staff Planner</i>	\$ 107.00
Design	
Jerry Amundsen <i>Design Manager</i>	\$ 266.00
Brett Jensen <i>Senior Design Engineer</i>	\$ 228.00
Blair Tomten <i>Senior Design Engineer</i>	\$ 208.00
Martin Glaubitz <i>Senior Design Engineer</i>	\$ 206.00
Nick Betts <i>Senior Design Engineer</i>	\$ 205.00
Lauren Phillips <i>Staff Design Engineer</i>	\$ 122.00
Conrad Anderson <i>Staff Design Engineer</i>	\$ 105.00
Survey	
Jeff Searl <i>Professional Surveyor/Manager</i>	\$ 213.00
Daryl Friant <i>Professional Surveyor/Engineer</i>	\$ 201.00
Isaac Lopez <i>Staff Surveyor</i>	\$ 131.00

Continued--



Right-of-Way		
Krissy Plett	<i>ROW Manager</i>	\$ 192.00
Tonya Bassett	<i>Real Estate Expertise</i>	\$ 128.00
Jennifer Adams	<i>ROW Expertise</i>	\$ 136.00
Administration		
Michelle Wilkinson	<i>Administrative Manager</i>	\$ 155.00
Celeste Madsen	<i>Administrative Assistant</i>	\$ 100.00
Christine Soper	<i>Administrative Assistant</i>	\$ 76.00
Bailey York	<i>Administrative Assistant</i>	\$ 66.00
Reimbursable Expenses		
Airfare		As incurred
Car Rental		As incurred
Travel, Per Mile		\$ 0.665
Lodging		As incurred
Per Diem, Per Day		\$ 55.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

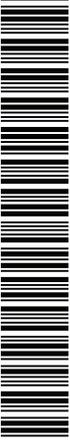
The following is added to Paragraph **H. Other Insurance** of **Section III - Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



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4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:
If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:
 - a. Prior to a loss to your Covered Property.

- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

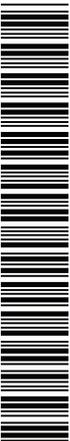
2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension - Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension - Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions - Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
- (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:

- a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
- b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
- c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:



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- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance**:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

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I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

b. Malicious prosecution or abuse of process;



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**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

1. **Waiver Type** Blanket

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 02/13/2023 Policy No. 2977678 Endorsement No.
Insured AVENUE CONSULTANTS INC Premium
6605 S Redwood Rd Ste 200
Salt Lake City, UT 84123-6998
Insurance Company WCF Mutual Insurance Company

Countersigned by _____



Agenda Date: 08/03/2023

Agenda Item Number: 3D

Subject:

Consider approval of a Professional Services Agreement with Civil Science for the design, bidding, and construction management of the Pioneer Park Interpretive Trail.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Pioneer Park, 375 E. Red Hills Parkway

Item History (background/project status/public process):

This PSA is to provide design survey, base mapping, engineering design, bid phase services, construction phase services, and construction staking for a concrete trail through Pioneer Park that will have several interpretive areas with signs depicting the history and landmarks of St. George. The trail will extend from the west parking lot in Pioneer Park to the Red Hills Desert Garden Parking lot. Approximate length of the trail is a half mile. A bridge will cross the existing detention basin spillway. The PSA is to provide design for the entire project, but the City only plans on constructing the trail with interpretive areas from the west parking lot to the east parking lot in Pioneer Park this fiscal year unless bids come in lower than expected. The remaining segment of trail will be constructed at a later date or as funds are available.

Staff Narrative (need/purpose):

The purpose of the project is to educate people of the history of the City, provide better trail access through the park, and provide a better trail connection between the park and Red Hills Desert Garden. Pioneer Park is one of the City's most popular parks and has stunning views of the City. The park's popularity and views make this location an excellent venue to educate people on the history of the City. Currently there are only natural or slickrock trails through the park. The proposed concrete trail will provide better and safer access through the park. The Red Hills Desert Garden is another popular facility where parking has been an issue. To help alleviate the lack of parking, a gravel parking area was created on the west side of the detention basin. However, a decent trail connecting the gravel parking area to the Garden was not implemented. Visitors either walk on the road or take one of several steep dirt paths through or on top of the detention basin. The proposed trail including a bridge over the detention basin spillway will create a better and safer connection to the Garden.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$129,800

Amount approved in current FY budget for item: \$1,000,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Approved in budget.

Description of funding source:

Recreation, Arts, & Parks Tax (RAP).

Recommendation (Include any conditions):

Approval.



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR PIONEER PARK INTERPRETIVE TRAIL WITH CIVIL SCIENCE**

This Professional Services Agreement (hereinafter “Agreement”) is made and entered into on 7/10/2023 by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the “CITY”), and Civil Science, with offices at 1453 S. Dixie Drive, Ste. 150, St. George, UT 84770 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering designs, bid phase services and construction services on the Pioneer Park Interpretive Trail (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees for the PROJECT; and

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

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

1. ENGAGEMENT OF CONSULTANT.

- 1.1 CONSULTANT is a professional licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY’S

request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324(a) by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY excluding attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

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

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work ("**Exhibit A Scope of Services**") which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in "**Exhibit A Scope of Services**" or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- 3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.** For the performance of the services and completion of PROJECT

set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed **one hundred and twenty-nine thousand eight hundred, \$129,800.**

5. **INVOICING, PAYMENT, NOTICES.**

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

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

6. **CHARGES AND EXTRA SERVICE.**

- 6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
 - 6.2 CITY may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
 - 6.3 CITY shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.
7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.
8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- 9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- 9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- 10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- 10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT

shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

- 10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- 11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- 11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.
- 11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
- A. The name and address of the insured.
 - B. CITY shall be named as a Certificate Holder.
 - C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - D. The location of the operations to which the insurance applies.
 - E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice

Insurance coverage.

- H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
- I. Name, address, and telephone number of the insurance company's agent of process in Utah.
- J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

11.4 COMPENSATION INSURANCE: CONSULTANT shall, as applicable, take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:

- A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
- B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
- C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

11.5 COMMERCIAL GENERAL LIABILITY INSURANCE: CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.

- A. The minimum commercial general liability insurance shall be as follows:
 - i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.

- ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars (umbrella coverage may be considered).
- iii. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

B. Such policy shall include each of the following coverages (as applicable):

- i. Comprehensive form.
- ii. Premises - operations.
- iii. Explosion and collapse hazard.
- iv. Underground hazard.
- v. Product/completed operations hazard.
- vi. Contractual insurance.
- vii. Broad form property damage, including completed operations.
- viii. Independent contractors for vicarious liability.
- ix. Personal injury.
- x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
- B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- C. If Professional Liability coverages are written on a claims-made form:
 - i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the policy must be submitted to CITY for review.

11.7 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

Such business automobile insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

12. **INDEMNITY AND LIMITATION.**

12.1 Except as otherwise provided herein, CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of professionals, except for attorney's fees, and all court or other dispute resolution costs for:

- A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
- B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
- C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement.

CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

12.3 The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

12.4 This section does not apply to a design professional services contract, design professional services, and design professionals.

13. **DOCUMENTS.**

13.1 All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

13.2 Plans, specifications, maps, and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

13.3 The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without

restriction or limitation on their use.

13.4 CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.

14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.

14.3 Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

15.1 CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.

15.2 In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

15.3 CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.

17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

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

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Civil Science 1453 S. Dixie Drive, Ste. 150 St. George, UT 84770
Attention:	City Attorney	Attention:	Tyler Turner
Copy:	legal@sgcity.org		

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable

attorney's fees) including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY OF ST. GEORGE

CONSULTANT CIVIL SCIENCE

Mayor

Date

Tyler Turner

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A Scope of Services is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the “City”) and the following individual or entity (“Contractor”):

Name: Civil Science

Address: 1453 S. Dixie Drive, Ste. 150 St. George, UT 84770

Email: tturner@civilsience.com Phone Number: 435-986-0100

Scope of Services and/or Deliverables by Contractor:

- Design Survey & Base Mapping
- Engineering Design
- Bid Phase Services
- Construction Phase Services
- Construction Stalking
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Compensation: City shall pay Contractor the following sum:

- \$129,800.00
- _____
- _____

July 6, 2023

St. George City
Park Planning Division
Attn: Mark Goble, PLA
390 North 3050 East
St. George, UT 84790

RE: Pioneer Park Interpretive Trail
Professional Services Proposal

Dear Mr. Goble,

Civil Science is pleased to submit this proposal for professional services for the Project referenced above. We appreciate the opportunity to provide these services to St. George City (City) and are focused to provide the highest quality work, in a timely manner, and are committed to developing a successful project and continued relationship.

PROJECT UNDERSTANDING

The City is looking to move forward with the design of the Pioneer Park Interpretive Trail (see image below) and is seeking assistance from Civil Science for construction documents, cost estimating, bid and construction services, construction staking, and technical oversight. The improvements will generally include a colored concrete trail from the west parking lot in Pioneer Park to the crosswalk in the Red Hills Desert Garden parking lot, several interpretive areas along the trail with signs and shade structures, and a bridge crossing over the top of the detention basin spillway. The initial Engineer's Opinion of Cost for the entire project is \$1.29M – see attached Exhibit B. The City would like the design completed for the entire project, but only plans to construct the trail with interpretive areas from the west parking lot to the east parking lot in the 2024 fiscal year or depending on the allotted budget. The remaining segment of trail will be constructed at a later date.





SCOPE OF WORK

Based on the Project Understanding outlined above, CS will provide the following services where tasks will include:

Design Phase Services: Provide design phase services in sufficient detail to assemble construction documents for issuance of public bid. Specific tasks will include:

1. **Design Survey & Base Mapping:**
 - a. We will complete design level topographical mapping and survey of the site at locations which may include:
 - i. Teleserial scanning around areas with probability of high construction tolerances.
 - ii. Drone aerial survey for collection of natural ground points that are exposed and not densely vegetated or protected by an overhanging cliff.
 - iii. For areas of dense vegetation or protected by an overhanging cliff, we will utilize GPS equipment for collection of tops and toes of slopes, as well as collect existing site features, and edge of pavement.
 - iv. Mapping of utilities with apparent points collected in the field with GPS equipment.
 - v. Collection of flowlines and inverts for gravity utility systems (sewer, storm drain, etc.)
 - b. Process GPS field collection data and extract surface data from drone imagery.
 - c. Prepare base map for the Project.
 - d. Complete drone aerial survey with updated aerials of the site.
 - e. Provide surface, contours, and mapping of the site.
 - f. Prepare a base map including basic linework, symbols, spot elevations, and contours.
 - g. Install control points for future use during the design and construction phases of the Project.
2. **Engineering Design & Construction Documents:**
 - a. Meet with the City as required to review goals, objectives, scope and schedule for the Project.
 - b. Collect and review data pertinent to the design.
 - c. Coordinate and plan for connections to existing hardscape, utilities, and surrounding infrastructure.
 - d. Provide civil, and structural engineering design which may include:
 - i. Engineering calculations and design criteria documents.
 - ii. Architectural and structural engineering design for interpretive area shade structures.
 - iii. Pedestrian bridge design.
 - iv. Construction drawings based on 60% and final completion, and technical specifications indicating the scope, extent, and character of the work to be performed and furnished by the Contractor.
 - v. Bid schedules, bid item quantities, and measurement and payment.
 - vi. Engineer's opinion of cost at 60% and final design.
 - vii. Other items as necessary for completion of the contract documents and final inclusion in the bid package.
 - e. Provide documents and data for JUC review and approvals.



**Deliverables**

- a. Construction Drawings
- b. Bidding Documents
- c. Technical Specifications
- d. Engineers Opinion of Cost

Assumptions

- The City will provide a geotechnical report for the Project (if required). We will coordinate with Landmark Testing Scope of Work, and final recommendations.
- The contractor will be required to provide a SWPPP as part of the construction contract and therefore is not included in the design.
- It is assumed no drainage study or detention facilities are required based on the fact that the project is a trail with minimal site disturbance.
- It is assumed the only permitting approval is through JUC, any additional reviews/approvals will be handled by the City.
- City will provide design, purchase and install for interpretive signage, wayfinding signage, trash receptacles, benches, and picnic tables and therefore are not included in our Scope of Work.
- Boundary survey and easement research is excluded from the Scope of Work and it is assumed the City owns all the property within the project boundary and there are no easements that will impact the design.
- Scope of Work does not include transfer, negotiation, or acquisition of real property and their pertaining survey legal documents.

Bid Phase Services: Provide bid phase services as requested by the City and as allowed by the available budget. Specific tasks may include:

1. Assist in advertising the Project for public bid.
2. Participate in a pre-bid meeting, answer questions, clarify expectations of the contractor, and explain design rationale.
3. Answer bid phase questions related to the construction documents.
4. Issue addenda to clarify requirements, scope, quality, and quantity of the improvements to be completed.
5. Review bids with project requirements, issue a bid tabulation and letter of recommendation of award to the City.
6. Assist the City in securing contract documents, bonds, and insurance from the contractor.
7. Provide other bid phase services requested by the City and as allowed by available budget.

Deliverables

- a. Bid Tabulation
- b. Engineer's Recommendation for Award

Assumptions

- The bid phase will last approximately 30 days.
- The City will take a lead role during the bid phase of the Project and we will assist the City in a supportive, as needed role, within the pre-authorized fees shown.





Construction Phase Services: Provide construction phase services as requested by the City and as allowed by the available budget. Specific tasks may include:

1. Participate in a pre-construction meeting, answer questions relative to expectations of the contractor, clarify drawings and specifications, etc.
2. Attend weekly progress meetings conducted by the City.
3. Review and consider submittals from the contractor.
4. Issue clarifications to the drawings and specifications.
5. Provide site visits after the weekly progress meeting and one additional inspection per week to review site conditions and status of the work, and review compliance of work completed with the requirements of the drawings and specifications.
6. Provide other construction phase services requested by the City and as allowed by available budget.

Deliverables (as required)

- a. Field Reports
- b. Submittal Review
- c. Change Requests

Assumptions

- The construction period will comprise of 90 days (3 months).
- The City will take a lead role during the construction phases of the Project and we will assist the City in a supportive, as needed role, within the pre-authorized fees shown.
- All temporary construction permitting such as UPDES, encroachment permits, building permits, etc. shall be completed by the Contractor and shall be part of the final bid package and construction cost.

Construction Staking – Provide construction staking for the Project as requested by the contractor and in accordance with the Project Specifications. Specific tasks may include:

1. Verify horizontal and vertical control from design surveys, set benchmarks for Contractor.
2. Provide preliminary grading stakes and/or construction surveying.
3. Provide final grading stakes and/or construction surveying.
4. Provide utility stakes and/or construction surveying.
5. Provide retaining wall stakes and/or construction surveying.
6. Provide building and other structure stakes and/or construction surveying.

Deliverables (as required)

- a. Construction Staking / Surveying

Assumptions

- We will provide a construction staking specification detailing the exact staking efforts that are necessary for the project. Any effort above and beyond this shall be paid for by the Contractor as part of the construction contract.
- Given the tolerances for the project we have reduced our Scope of Work for staking with the understanding the Automated Machine Guidance (AMG) will be required of the contractor for the project.



FEE PROPOSAL

CS proposes to complete the Scope of Work outlined above as follows:

Phase	Task Description	Fee	Fee Type	Comments
Design	Design Survey & Base Mapping	\$12,900	Lump Sum	
	Engineering Design	\$77,900	Lump Sum	
	Subtotal	\$90,800	Lump Sum	
Construction	Bid Phase Services	\$6,000*	Hourly	Anticipated 40-man hours
	Construction Phase Services	\$25,000*	Hourly	Anticipated 140-man hours
	Construction Staking	\$8,000*	Hourly	Anticipated 50-man hours
	Subtotal	\$39,000*	Hourly	

*Civil Science may alter the distribution of compensation between individual tasks of the Scope of Work to be consistent with services actually rendered but shall not exceed the total compensation amount unless upon written authorization from the City.

Professional fees shown are not to exceed unless upon written authorization from the City. Professional services rendered for the Hourly Fee Type will be completed by Civil Science at the rates and fees given in attached Exhibit A.

ADDITIONAL SERVICES

The City may authorize Civil Science to furnish or obtain from others additional services of the types listed below, which are not included in the basic Scope of Work. If such additional services are authorized by the City, then Civil Science shall be entitled to an equitable increase in compensation for such additional services.

1. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
2. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by Civil Science or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this agreement or are due to any other causes beyond Civil Science's control.
3. Services attributable to more than one prime construction contract or multi-phase construction.
4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by City; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes.
5. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Scope of Work.



6. Providing construction phase services beyond the contract times established in the Scope of Work.
7. Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration, or other dispute resolution process related to the project.
8. Evaluating an unreasonable claim or an excessive number of claims submitted by the contractor or others in connection with the work.
9. Laboratory tests, well tests, borings, hydraulic investigations, soils investigations, water quality studies, or other studies or tests recommended by Civil Science and completed by Civil Science, Civil Science's consultants, or specialists in the discipline, subject to the provisions outlined in this agreement, regardless of which phase of the project the studies or tests are requested or occur in.
10. Searching out property owners and negotiating for easements, land, or rights-of-way, etc.
11. Completing property surveys, property plats, property descriptions, and abstracting.
12. Redesigns ordered by City after final plans have been accepted by City or after substantial design work has been completed on previously approved design concepts.

If the City chooses to move forward with the Project, we recommend execution of a contract based on this Proposal in a format agreeable to both parties. We appreciate the opportunity to work with the City on this and other projects. Please call me at (435) 773-3120 with any questions or concerns.

Respectfully,



Cody Howick, PE
Office Manager, Associate



Exhibit A – CS Standard Hourly Rates and Fee Schedule (UT01/2023)

LABOR RATES – Services provided by CS personnel will be invoiced at the hourly rates identified below:

Labor Category	Hourly Labor Rate ¹	Labor Category	Hourly Labor Rate ¹
Technician I	\$85.00	Survey I	\$84.00
Technician II	\$95.00	Survey II	\$99.00
Technician III	\$109.00	Survey III	\$115.00
Technician IV	\$123.00	Survey IV	\$137.00
Technician V	\$136.00	Survey V	\$159.00
Technician VI	\$171.00	Survey VI	\$169.00
Engineer I	\$109.00	Sr. Survey	\$215.00
Engineer II	\$129.00	Survey Crew – 1-Man	\$134.00
Engineer III	\$146.00	Survey Crew – 2-Man	\$204.00
Engineer IV	\$160.00	Landscape Architect I	\$89.00
Engineer V	\$171.00	Landscape Architect II	\$107.00
Engineer VI	\$192.00	Landscape Architect III	\$124.00
Sr. Engineer	\$215.00	Landscape Architect IV	\$141.00
Principal Engineer	\$229.00	Sr. Landscape Architect	\$159.00
Admin I	\$70.00	Visual Designer	\$136.00
Admin II	\$87.00	Project Manager I	\$141.00
Admin III	\$106.00	Project Manager II	\$159.00
Admin IV	\$134.00	Project Manager III	\$178.00
Admin V	\$156.00		

DIRECT REIMBURSABLE RATES:

Mileage	\$ 0.655 /mile (IRS std.)
Full Day Per-Diem (as necessary and agreed upon)	\$ 59 /person/day (IRS std.)
Partial Day Per-Diem (as necessary and agreed upon)	\$ 44.25 /person/day (IRS std.)
Lodging (as necessary and agreed upon)	\$ Cost/Night + 15% Mark Up
Outside Consultants / Subconsultants	\$ Cost + 15% Mark Up
Other Expenses or Direct Costs Occurred	\$ Cost + 15% Mark Up

TIME CHARGES: Time reporting for all office personnel is based upon actual time in office. Time reporting for all field work is based upon actual field work plus travel time to and from assigned office location. Time billed in 15 minutes increments.

AUDIT PRIVILEGES: All job audit privileges of CLIENT will extend only to review, and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include copies of source documents of all expenditures including: time, travel, subcontracts, supplies, equipment, materials, or premiums. The CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval and payment of invoice. CLIENT waves post job audit privileges beyond invoice approval. CS will not retain job related support documents or any other billing documents beyond the periodic period, review period, and collection by CS of invoices submitted.

ESTIMATES: Estimates are provided to the CLIENT for budgeting purposes only and are not an agreement by CS to perform the services for a lump-sum, fixed fee, or not to exceed price unless otherwise provided for in the contract. CS reserves the right to change rates used on rate-based reimbursable contracts.

¹ Rates change annually at beginning of year and may change on other occasions





EXHIBIT B - ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization (10%)	1	LS	\$ 79,000.00	\$ 79,000.00
2	Project Sign & Record Documents	1	LS	\$ 4,000.00	\$ 4,000.00
3	Traffic Control & Site Security	1	LS	\$ 10,000.00	\$ 10,000.00
4	Temporary Controls & Permitting	1	LS	\$ 10,000.00	\$ 10,000.00
5	Demolition (Clear, Grub, Selective Site)	1	LS	\$ 20,000.00	\$ 20,000.00
6	Earthwork & Rock Excavation	2,500	CY	\$ 30.00	\$ 75,000.00
7	Rockery Walls (500')	2,000	SF	\$ 35.00	\$ 70,000.00
8	Drainage Improvements	1	LS	\$ 25,000.00	\$ 25,000.00
9	Pedestrian Ramp W/ Base	4	EA	\$ 4,000.00	\$ 16,000.00
10	4" Colored Concrete Trail W/ Base	19,000	SF	\$ 12.00	\$ 228,000.00
11	5" Colored Concrete Flatwork W/ Base	500	SF	\$ 14.00	\$ 7,000.00
12	15' x 15' Custom Shade Structure	2	EA	\$ 75,000.00	\$ 150,000.00
13	40' Bridge	1	LS	\$ 125,000.00	\$ 125,000.00
14	Trail Signage & Striping	1	LS	\$ 5,000.00	\$ 5,000.00
15	Trail Railing	200	LF	\$ 175.00	\$ 35,000.00
16	Bollard	4	EA	\$ 2,500.00	\$ 10,000.00
				Subtotal	\$ 869,000.00
				Contingency 20%	\$ 173,800.00
Construction Total					\$ 1,042,800.00
CITY PROVIDED MATERIALS & INSTALL					
1	Interpretive Sign	9	EA	\$ 7,000.00	\$ 63,000.00
2	Wayfinding Sign	7	EA	\$ 1,500.00	\$ 10,500.00
3	Bench	9	EA	\$ 1,500.00	\$ 13,500.00
4	Trash Can	3	EA	\$ 1,000.00	\$ 3,000.00
5	Picnic Table	2	EA	\$ 1,500.00	\$ 3,000.00
				Subtotal	\$ 93,000.00
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey & Base Mapping		LS	\$ 12,900.00	\$ 12,900.00
2	Engineering Design	6.1%	LS	\$ 77,900.00	\$ 77,900.00
3	Permitting		EST	\$ -	\$ -
4	Bid Phase Services		HR	\$ 6,000.00	\$ 6,000.00
5	Construction Phase Services		HR	\$ 25,000.00	\$ 25,000.00
6	Construction Staking		HR	\$ 8,000.00	\$ 8,000.00
7	Geotechnical Investigation		EST	\$ 5,000.00	\$ 5,000.00
8	Materials Sampling & Testing		EST	\$ 15,000.00	\$ 15,000.00
				Subtotal	\$ 149,800.00
PROJECT TOTAL					\$ 1,285,600.00

Disclaimer:

This Engineer's Opinion of Cost (EOC) is made on the basis of Engineer's experience, qualifications, general familiarity with the construction industry and represents the Engineer's best judgement as an experienced and qualified professional . However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer.

Notes:

- 1 - Quantities shown in the EOC are purely estimates based off a concept design. Quantities may be refined as design progresses.
- 2 - Unit costs are our best estimates based on similar projects. These costs are not guarantees. A number of factors may affect these costs when ultimately priced by a contractor.
- 3 - The EOC does not include fees that may be charged by the Owner such as impact fees, building permit fees, review fees, etc.
- 4 - LS = Lump Sum; EA = Each; SF = Square Feet; SY = Square Yard; AC = Acre; LF = Linear Feet; CY = Cubic Yard; TON = Ton; GAL = Gallon; DAY = Day; HR = Hour; EST = Estimate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2023

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 AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Jessie Marrott PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Hartford Underwriters Ins. Co. NAIC # 30104
	INSURER B : Nutmeg Insurance Company 39608
	INSURER C : XL Specialty Insurance Company 37885
	INSURER D :
	INSURER E :
	INSURER F :

INSURED

Civil Science Infrastructure, Inc.
 3160 West Clubhouse Drive
 Lehi, UT 84043

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	84SBWAX6VNL	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY comp ded: \$2,000 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY coll ded: \$2,000	X	X	84UEGAG3349	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	84SBWAX6VNL	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	84WEGAX4TY9	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liability			DPR5012499	5/1/2023	5/1/2024	Each Claim 5,000,000
C	retro: 5/1/2002			DPR5012499	5/1/2023	5/1/2024	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project 22244

The City of St. George is named as additional insured, per written contract, with regards to the General Liability, Auto Liability, and umbrella liability. The General Liability is primary and non-contributory, including on-going and completed operations, Waiver of subrogation applies to the General Liability, Auto Liability, Umbrella Liability and Workers Compensation. The umbrella follows form with the General Liability, Auto Liability, and Employers Liability policies. 30 days' notice of cancellation provided; 10 for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of St. George ATTN: Mark Goble 175 East 200 North Saint George, UT 84770	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph 2. of Section C. **WHO IS AN INSURED:**

- a.** Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b.** With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a.** above, the following additional exclusion applies:

- (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c.** The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d.** The insurance afforded to such "insured" only applies to the extent permitted by law.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D**. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f**. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph **f**. does not include that part of any contract or agreement:
 - (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins.
3	Owned Private Passenger Type "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing And Labor

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and

(5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
- to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 84 WEG AX4TY9

Endorsement Number:

Effective Date: 05/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Civil Engineering Services Co
3160 W CLUBHOUSE DR
LEHI UT 84043

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

Policy Number: 84 WEG AX4TY9

Endorsement Number:

Effective Date: 05/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Civil Engineering Services Co
3160 W CLUBHOUSE DR
LEHI UT 84043

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under

a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____

Authorized Representative



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Countersigned by _____
Authorized Representative



Agenda Date: 08/03/2023

Agenda Item Number: 3E

Subject:

Consider approval of the Non Federal Reimbursable Agreement between Department of Transportation Federal Aviation Administration and the City of St George, St George Regional Airport.

Item at-a-glance:

Staff Contact: Richard Stehmeier

Applicant Name: City of St George

Reference Number: na

Address/Location:

4508 S Airport Pkwy #1

Item History (background/project status/public process):

The purpose of this Agreement between the FAA and the City of St George is to support and complete the Airport Traffic Control Tower (ATCT) siting process and develop a cost estimate for the establishment of an ATCT at St George Regional Airport.

Staff Narrative (need/purpose):

This Agreement provides funding for the FAA to establish these services. The FAA will perform the following activities: 1. Facilitate the tower siting process per the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft. 2. Conduct a Safety Risk Management (SRM) Panel in accordance with the current version of the ATO SMS Manual and provide a signed SRM document.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$58,539.24

Amount approved in current FY budget for item: 0

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

This will be paid with State of Utah funds as part of a \$10,000,000 appropriations state grant received by the airport.

Description of funding source:

This Non Federal Reimbursable Agreement will be paid by funds accumulated in the airport restricted fund and then will be reimbursed with funds received from the State of Utah. The airport currently has the full amount in its restricted fund.

Recommendation (Include any conditions):

Staff recommends approval.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

Fort Worth, Texas 76193

July 13, 2023

City of St. George
Attn: Richard Stehmeier, Airport Manager
4508 South Airport Parkway #1
St. George, Utah 84790

Dear Richard Stehmeier,

This letter is in reference to Reimbursable Agreement #AJW-ON-WSA-23-NM-005959 between the Federal Aviation Administration and City of St. George. Please send one (1) signed copy via E:Mail and if you still require a wet signature, please send one (1) original to the following address:

Federal Aviation Administration
Attn: Bradley K. Logan (AAQ-570)
10101 Hillwood Parkway
Fort Worth, Texas 76177

For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-570, 817-222-4395.

Sincerely,

Bradley K. Logan

Bradley K. Logan
Contracting Officer

Enclosure
Reimbursable Agreement #AJW-ON-WSA-23-NM-005959

cc: Planning and Requirements Group

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF ST GEORGE
ST GEORGE REGIONAL AIRPORT
ST GEORGE, UTAH**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of St George** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **City of St George**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to support and complete the Airport Traffic Control Tower (ATCT) siting process at St George Regional Airport. This will be done in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

St George, UT (SGU) – ATCT Siting Services

B. The FAA will perform the following activities:

1. Facilitate the tower siting process per the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
2. Conduct a Safety Risk Management (SRM) Panel in accordance with the current version of the ATO SMS Manual and provide a signed SRM document.

C. The Sponsor will perform the following activities:

1. Provide any available photogrammetry data and master planning data, the latest approved Airport Layout Plan (ALP), and elevation data for future structures, and other data as required by the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
2. Participate in the siting process in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft, to include any necessary travel.
3. Obtain a Phase I Environmental Site Assessment (ESA) (per the latest version of ASTM International Standard E1527, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*) on each of the preferred sites.
4. Provide a detailed siting report describing the location and relevant elevations for preferred sites and identify the recommended site in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
5. Incorporate any required comments or recommendations provided by the FAA into the Sponsor's siting report.
6. Provide final draft of siting report to the FAA for review of completeness and coordination of signatures in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____ . If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Russell Prout** is the **Lead Planner** and liaison with the Sponsor and can be reached at **(206) 231-2867** or via email at **russell.prout@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA ATO Tech Ops, Facilities & Engineering Services, Terminal Facilities Team** will perform the scope of work included in this Agreement. **Rudi Harmon** is the **Planning & Controls Subteam Western Service Area Lead** and liaison with the Sponsor and can be reached at **(202) 267-3735** or via email at **rudi.f.harmon@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

City of St George
Richard Stehmeier, Airport Manager
4508 South Airport Parkway #1
St George, UT 84790
Telephone: (435) 627-4085
Email: rich.stehmeier@sgcity.org

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer – Reserved

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Non-Labor	
WB4020 – Siting Services	\$50,000.00
WB4040 – Travel	\$4,203.00
Non-Labor Subtotal	\$54,203.00
Non-Labor Overhead	\$4,336.24
Total Non-Labor	\$58,539.24
TOTAL ESTIMATED COST	\$58,539.24

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of St George
Attn: Richard Stehmeier, Airport Manager
4508 South Airport Parkway #1
St George, UT 84790
Telephone: (435) 627-4085
Email: rich.stehmeier@sgcity.org

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF ST GEORGE

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Michele Randall
TITLE Mayor
DATE _____



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

Fort Worth, Texas 76193

July 13, 2023

City of St. George
Attn: Richard Stehmeier, Airport Manager
4508 South Airport Parkway #1
St. George, Utah 84790

Dear Richard Stehmeier,

This document is the payment computation and the request for payment referenced in Article 9 of Reimbursable Agreement #AJW-ON-WSA-23-NM-005959 between the Federal Aviation Administration and City of St. George. (Herein referred to as the Agreement) to which this document is attached.

As set forth in Article 7 of Reimbursable Agreement #AJW-ON-WSA-23-NM-005959 the agency's total estimated cost to be reimbursed is \$58,539.24. The advance payment, or start-up amount will be \$58,539.24. The Sponsor can either make payment via check (Type the MOA/RA number on the check to expedite processing.) or you can use Pay.Gov (Most Preferred Method) or Fedwire. Attached to this document are the instructions on how to use pay.gov.

Upon receipt of this notice, please send payment or pay via Pay.Gov or Fedwire in the amount of \$58,539.24 to the FAA as described in Article 9 of the Agreement. After payment is received, the FAA may begin to incur obligations to implement the Agreement. **Please provide Mr. Bradley K. Logan a copy of that check.**

When you send your payment, please include a copy of this document and send payment to:

Billing Office/Fedex Address

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave. S.W.
Room 612A
Washington D.C. 20591
Telephone: 202-267-1307

For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-570, 817-222-4395.

Sincerely,

Bradley K. Logan

Bradley K. Logan
Contracting Officer

Enclosure

Reimbursable Agreement #AJW-ON-WSA-23-NM-005959

cc: Planning and Requirements Group



Agenda Date: 00/00/0000

Agenda Item Number: 3F

Subject:

Consider approval to award bid to Peak Asphalt for the chip seal oil supply.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

N/A

Item History (background/project status/public process):

This award is for 900 tons of chip seal oil for FY 24. This was a formal bid and one bid was received. The price per ton decreased 14% from last year consistent with the reduction in oil prices from the previous year.

Staff Narrative (need/purpose):

Chip seal slows the deterioration of asphalt surfaces on older mainly high-traffic roadways by providing protection from the effects of oxidation due to water and sun and sealing cracks in the pavement. The City uses a 1/4" basalt chip that is very durable, and darker so striping is more visible and minimizes vibration for cyclists.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: 593,100

Amount approved in current FY budget for item: 593,100

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

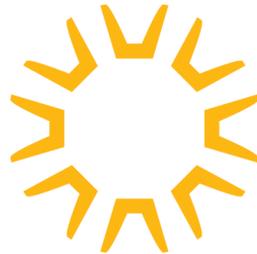
City budgeted funds

Recommendation (Include any conditions):

Approval

**CONTRACT DOCUMENTS
FOR**

**Chip Seal Oil Supply
Inquiry No. 23-133
St. George, Utah**



St. George

July 2023

**City of St. George
Engineering/Public Works
St. George, Utah
(435) 627-4122**

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PUBLIC NOTICE
#23-133

Sealed bids will be received for the supply of Chip Seal Oil Supply, St. George, Utah. Bids must be submitted in a sealed envelope by 4:00 pm, Thursday, July 6, 2023, to:

City of St. George, Purchasing Department
Attn: Mary Wahl, Purchasing Manager
175 East 200 North, St. George, Utah, 84770.

The sealed envelope containing a bid must be plainly marked on the outside “#23-133 Chip Seal Oil Supply.”

The bids shall be opened in an electronic meeting. Notice for the bid opening shall be emailed to everyone on the Plan Holders List prior to the bid opening.

Technical questions regarding the Bidding Documents shall be directed to Jay Sandberg, City Engineer, jay.sandberg@sgcity.org.

The BID includes the following: LMCRS-2H Chip Seal Oil.

To download bidding documents go to <https://tinyurl.com/24ChipOilSupplyBidDocs> and to be added to the Plan Holder List, go to <https://tinyurl.com/24ChipOilSupply>. All bidders who submit a bid are required to be on the Plan Holder List. Addenda will only be provided to plan holders that are on the Plan Holders List.

If either of the links do not work, email jay.sandberg@sgcity.org.

The City of St. George reserves the right to reject any, or all bids, or to waive any formality or technicality in any bid, in the interest of the City.

Post: June 12, 2023 - July 6, 2023.

INFORMATION FOR BIDDERS

BID OPENING:

1. The City of St. George, hereinafter called "CITY", shall receive BIDS for the following:
Chip Seal Oil Supply
Inquiry No. 23-133
2. Each BID must be submitted in a sealed envelope addressed to:
City of St. George Purchasing Department
Attention: Mary Wahl, Purchasing Manager
175 East 200 North
St. George, Utah 84770
3. BIDS must be submitted by:
4:00 pm, Thursday, July 6, 2023
4. The BIDS shall be opened in an electronic meeting. Notice for the bid opening shall be emailed to everyone on the Plan Holders List prior to the bid opening.
5. All BIDS must be plainly marked with BIDDER'S Name, BIDDER'S address and license number, and the name of the project for which the BID is submitted and the inquiry number on the outside of the sealed envelope. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to Mary Wahl, Purchasing Manager; City of St. George at 175 East 200 North, St George, Utah 84770.
6. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the submitted BID form must be fully completed and executed. Only one copy of the BID form is required. Bids with notations, handwritten marks, non-specified attachments, or otherwise qualified will not be considered.
7. Any BID may be withdrawn in writing prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the CITY and the BIDDER.
8. BIDS shall be based on the BID SCHEDULE UNIT PRICES. In the case of a discrepancy in the extension of a line item, the unit price shall govern. In the case of a difference between the amount written in words and the amount written in figures, the written words shall govern. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be

done. UNIT PRICES as called for in the BID Schedule shall be submitted to cover all additions and deductions in the scope of the WORK.

9. It is the CITY'S intention to receive delivery no sooner than **July 31, 2023**, and to complete the project no later than **October 2, 2023, and May 1, 2024, to June 30, 2024**, respectively. BIDDER'S must be able to commit to these dates before submitting Bids.
10. The CITY shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

CONTRACT DOCUMENTS:

1. The CONTRACT DOCUMENTS contain the provisions required for the PROJECT. Information obtained from an officer, agent, or employee of the CITY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

AWARDING CONTRACT:

1. The CITY may waive any informalities or minor defects or reject any and all BIDS.
2. The CITY may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the CITY that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the Agreement and to complete the WORK contemplated therein.
3. The BIDDER, by evidence of the submission of the BID, acknowledges that BIDDER and BIDDER'S subcontractors meet or exceed the specified requirements for related project experience and insurances, and that should the CITY discover at any time evidence to the contrary, BIDDER agrees to withdraw BIDDER'S BID and to allow the CITY to award the CONTRACT to the next lowest responsible BIDDER. BIDDER must have the proper contractor's license for this type of project prior to bidding on the project. It is solely BIDDER'S responsibility to comply with all applicable federal, state, and local laws, regulations, and ordinances that affect this PROJECT.
4. Award will be made to the lowest responsible BIDDER as determined by the City using the criteria contained in City ordinances governing the award of contracts. The BID shall be awarded on the condition that the BIDDER provides all required documents prior to the NOTICE TO PROCEED being issued. Failure to provide the required documents shall be considered a default on the Contract and may result in the CITY awarding the Contract to another BIDDER in addition to other legal remedies.

5. The party to whom the contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the Agreement. The bid shall be awarded on the condition that the BIDDER provides all required documents prior to the NOTICE TO PROCEED being issued. Failure to provide the required documents shall be considered a default on the Contract and may result in the City Awarding the CONTRACT to another BIDDER in addition to other legal remedies.
6. In case of failure of the BIDDER to execute the Agreement or is found to be ineligible or becomes ineligible to meet all the requirements for the project, the CITY may at its option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the CITY.
7. Upon receipt of the Agreement signed by the party to whom the Agreement was awarded, the CITY shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the CITY not execute the Agreement within 30 days, the BIDDER may by WRITTEN NOTICE withdraw the BIDDER'S signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY.
8. The NOTICE TO PROCEED shall be issued immediately upon the following occurring: providing the executed Agreement to the CITY. Should there be reasons why the City wants to delay and the NOTICE TO PROCEED cannot be issued within such period the time may be extended by mutual agreement between the CITY and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.
9. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the PROJECT shall apply to the contract throughout.
10. Each BIDDER is responsible for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. Failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.
11. Questions concerning information in the bid package should be directed to:
Jay Sandberg, City Engineer
City of St. George
175 East 200 North
St. George, Utah 84770
(435) 627-4122

END OF SECTION

BID FORM

**Chip Seal Oil Supply
INQUIRY NO: 23-133**

Proposal of Peak Asphalt LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of UTAH doing business as a corporation, partnership, or an individual as applicable) LLC to the City of St. George (hereinafter called "CITY"). Pursuant to and in compliance with the Public Notice, BIDDER hereby proposes to perform all Work for the above named Project in strict accordance with the Contract Documents, the undersigned, having familiarized him/her-self/selves with the existing conditions on the site and the conditions under which the work is to be done indicated in the Contract Documents, hereby proposes to furnish all labor, materials, equipment, incidental items, permits, fees, and services to perform all specified work on the above named project.

All work shall be in strict accordance with the Contract Documents and all Addenda issued thereto, and shall be completed at the price/prices set forth below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Work shall be in strict accordance with the Contract Documents. Bidder acknowledges that all Work shall be done subject to CITY'S approval. Decisions and questions as to the quality, suitability, and acceptability of the materials, interpretation of specifications, and acceptable fulfillment of the Contract by the Bidder shall be made by CITY.

Of particular importance to be considered in the BID are the following:

CONTRACT TIME AND LIQUIDATED DAMAGES*

The WORK is to be performed within the specified period, which has been specified as Commencing July 31, 2023, through October 2, 2023, and May 1, 2024, to June 30, 2024. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of

time granted by the CITY, then the CONTRACTOR will pay to the CITY LIQUIDATED DAMAGES assessed at the rates established as follows:

- a. \$250.00 (DOLLARS) per day for each calendar day that the CONTRACTOR shall be in default after the CONTRACT TIME stipulated herein.
- b. \$250.00 (dollars) per day for failure to make repairs to deficiencies in the work within 10 days of notification to repair.

The rates specified in ('b') above are cumulative and are in addition to LIQUIDATED DAMAGES assessed in association with the overall Contract Time (in 'a' above).

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

**CITY OF ST. GEORGE
 BID SCHEDULE
 Chip Seal Oil Supply**

Bidder will complete the work in accordance with the Contract Documents for the following prices. Quantities indicated are not guaranteed; they are solely for comparing bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

NOTE: The Engineer shall check all bids for mathematical errors. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct and the total amounts will be revised to reflect the corrections.

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Chip Seal Oil (LMCRS-2H) (Approx. 500 Ton in 2023 and 400 Ton in 2024)	900	Ton	\$659	\$593,100.00
Total Amount Bid					\$593,100.00

Bidder certifies that Bidder has read the Request for Bids and fully understands its intent. Bidder certifies that Bidder has adequate personnel and resources to fulfill the proposal requirements. Bidder further understands that Bidder’s ability to meet the criteria and provide the required services shall be judged solely by the City. Bidder further certifies that, since the receipt of the Request for Bids, no contact, discussion, or negotiation has been made nor will be made regarding this proposal for construction services with any City employee other than the contact people listed in the Request for Bids. Bidder understands that any such contact could disqualify this proposal. Bidder further certifies that Bidder is properly licensed to conduct business within the scope of this Bid as required by the State of Utah. Bidder certifies that all schedules and addenda contained herein shall be considered part of the entire Request for Bids response and that the complete document submitted shall be considered a legally binding document.

The undersigned swears and deposes that the information provided herein is true, accurate, and complete so as not to be misleading.

Dated this 6th day of July 2023.

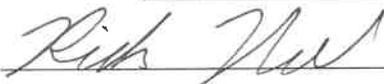
Respectfully Submitted:

Business Name: Peak Asphalt LLC
Corporation)

Seal (if Bid is by

Business Address: 95 W 1100 N North Salt Lake, UT 84054

Representative Name: Rick Nielson

Signature: 

Title: Regional Sales Manager

Date: July 6th 2023

Attest Signature: 

Attest Name: Jasmine Wilson

END OF SECTION

BIDDER'S GENERAL INFORMATION

**PROJECT: Chip Seal Oil Supply Project
Inquiry No. 23-133**

DATE: July 6, 2023

To verify adequate qualifications and experience, BIDDER must submit this sheet, filled out in its entirety, with their sealed BID. Attach additional sheets as required to completely fill out the required information. Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the BID to be considered non-responsive and to cause its rejection.

(1) Bidder's Name and Address:
Rick Nielson
95 W. 1100 N
North Salt Lake, UT 84054

(2) Company's Name and Address:
Peak Asphalt LLC.
95 W. 1100 N
North Salt Lake, UT 84054

(2) Bidder's Telephone Number / Facsimile Number:
801-386-1816

(3) Bidder's Email Address: rnielson@idahoasphalt.com

CITY OF ST. GEORGE
MATERIAL PURCHASE AGREEMENT
FOR **CHIP SEAL OIL SUPPLY** WITH
SUPPLIER

THIS AGREEMENT is made and entered into this ____ day of ____ 2023, by and between the City of St. George, a Utah municipal corporation, whose address is 175 East 200 North, St. George, Utah 84770 (“City”) and _____, whose address is _____, (“Seller”).

R E C I T A L S

WHEREAS, City desires to purchase 900 Tons Chip Seal Oil; and

WHEREAS, City solicited bids through the formal bid process for the purchase of equipment/supplies/materials and the bid is hereby incorporated as part of this agreement; and

WHEREAS, Seller submitted a bid dated _____, which outlines the items to be purchased, the quantity and the price, as shown in the bid schedule, and is hereby incorporated as part of this agreement; and

WHEREAS, City after review of the bids selected Seller to provide the equipment/supplies/materials for the Project;

NOW, THEREFORE, for the consideration hereinafter set forth and in accordance with the conditions and representations contained herein, the parties hereby agree as follows:

A G R E E M E N T

1. **Recitals.** The foregoing recitals are incorporated herein by this reference.
2. **Purchase.** Seller shall provide the goods described in the bid schedule and specifications.
3. **Purchase Price and Payment.** City shall pay Seller a total sum of \$_____. for the goods described in the bid schedule and specifications. City shall pay Seller in full within 30 days of delivery of the goods to City, acceptance of those goods by the City and receipt of the invoice.
4. **Delivery.** Time is of the essence in the performance of this Agreement. Seller will arrange for delivery to Buyer. Seller will deliver the goods required by the Agreement between

respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

10. **Construction.** This Agreement has been reviewed and revised by legal counsel for all the parties and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
11. **Legal Fees.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
12. **Modification Of Agreement.** City specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
13. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
14. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sublet, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of City, which consent shall not be unreasonably withheld.
15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, but shall not inure to the benefit of any third party or other person.
16. **No Joint Venture, Partnership or Third Party Rights.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a

party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

17. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this matter.
18. **Severability.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
19. **Survival.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
20. **Headings.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
21. **Counterparts.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
22. **Authority of Parties.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY: CITY OF ST. GEORGE

SELLER:

Michele Randall, Mayor

By, Its

ATTEST:

Approved as to form:

Christina Fernandez, City Recorder

Ryan Dooley, Assistant City Attorney

NOTICE OF AWARD

To: _____

PROJECT: **Chip Seal Oil Supply**
Inquiry No. 23-133

The CITY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated July 6, 2023 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____ on the condition that you execute the Agreement within ten (10) calendar days from the date this NOTICE is delivered to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this ____ day of _____, 2023.

City of St. George
CITY

By _____

Name John Willis

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the ____ day of _____, 20__.

Name _____

Title _____

Special Provision

The City of St. George Standard Specifications for Design and Construction shall apply to all work performed under this contract including any addenda.

1. The City of St. George Standard Specifications for Design and Construction shall apply to all work performed under this contract including any addenda.

SPECIFICATIONS

1. GENERAL

Material Supplier shall provide materials as specified and appropriate documentation so that materials meet specifications as outlined below. The work will be to provide and transport LMCRS-2h asphalt material for the 2018 Chip Seal Project. Mobilization and demobilization will not be paid as a separate item and should be incorporated into separate bid items. Delivered material shall be paid at the unit price shown on the Bid Schedule.

2. PRODUCTS

LMCRS-2H bituminous material shall be a latex modified cationic rapid setting emulsion and shall conform to the following requirements:

TESTS ON EMULSION	ASTM	ASHTO	SPECS	TYPICAL ANALYSIS
Viscosity, Saybolt @ 122°F	D244	T59	100-400	134
Storage, 24H, wt %	D244	T59	1 max.	0.01
pH	E70	T200	6.7 max.	3.3
Particle Charge Test	D244	E70	positive	pos.
Classification Test	D244	T59	passes	passes
Demulsibility, 35ml CaCl ₂	D244	T59	40 min.	76
Sieve Test %	D244	T59	0.3 max	0.07
Density 60 ° F, lbs/gallon	D244	T59	-	8.4
Residue by Evaporation %	D244	T59	65 min.	70
Tests on Residue from Evaporation:				
Penetration 77° F, 100g, 5s	D5	T49	40-90	51
Abs. Viscosity , 140° F, Poise	D2171	T202	-	2450
Ductility, 77° F, 5cm/min., cm	D113	T51	40 min.	150+
Torsional Recovery, %	Nev.	T757	18min.	19

3. MEASUREMENT AND PAYMENT

Chip Seal Oil will be measured by weight of material transported. This weight will be based on weigh tickets from a certified scale of the transport trucks delivering the asphalt material from the plant to St. George, Utah. Payment for the Chip Seal Oil bid item shall be at the unit price shown on the Bid Schedule and shall constitute full compensation for all materials and transportation for each of the bid items. In the event of a discrepancy, the City's measurement shall govern, except that if the payment submittal is a "Final Payment", then the Supplier and the City shall agree to the quantities measured prior to payment. Payment for shipping the Chip Seal Oil shall be included in the lump sum price bid as called out in the Bid Proposal and shall include moving to and from the job site; all shipping required; all taxes assessed for the

material and/or labor; restoration of the construction site; all “lay-over” time required due to delays in the project; the providing and maintaining of sanitary facilities for the truck driver, etc.

END OF SECTION



Agenda Date: 00/00/0000

Agenda Item Number: 3G

Subject:

Consider approval to award bid to Interstate Rock Products for Chip Seal Aggregate.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

N/A

Item History (background/project status/public process):

This was a formal bid and one (1) bid was received. The cost increased by 3.7% over last year's bid.

Staff Narrative (need/purpose):

Chip seal slows the deterioration of asphalt surfaces on older mainly high-traffic roadways by providing protection from the effects of oxidation due to water and sun and sealing cracks in the pavement. The City uses a 1/4" basalt chip that is very durable, and darker so striping is more visible and minimizes vibration for cyclists.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: 248,690.00

Amount approved in current FY budget for item: 248,690.00

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

City budgeted funds

Recommendation (Include any conditions):

Approval

BID FORM

**Chip Seal Aggregate Supply
INQUIRY NO: 23-132**

Proposal of Interstate Rock Products Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Utah doing business as a corporation, partnership, or an individual as applicable Corporation to the City of St. George (hereinafter called "CITY"). Pursuant to and in compliance with the Public Notice, BIDDER hereby proposes to perform all Work for the above named Project in strict accordance with the Contract Documents, the undersigned, having familiarized him/her-self/selves with the existing conditions on the site and the conditions under which the work is to be done indicated in the Contract Documents, hereby proposes to furnish all labor, materials, equipment, incidental items, permits, fees, and services to perform all specified work on the above named project.

All work shall be in strict accordance with the Contract Documents and all Addenda issued thereto, and shall be completed at the price/prices set forth below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Work shall be in strict accordance with the Contract Documents. Bidder acknowledges that all Work shall be done subject to CITY'S approval. Decisions and questions as to the quality, suitability, and acceptability of the materials, interpretation of specifications, and acceptable fulfillment of the Contract by the Bidder shall be made by CITY.

Of particular importance to be considered in the BID are the following:

CONTRACT TIME AND LIQUIDATED DAMAGES*

The WORK is to be performed within the specified period, which has been specified as Commencing August 21, 2023 and ending April 26, 2024. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the CITY,

then the CONTRACTOR will pay to the CITY LIQUIDATED DAMAGES assessed at the rates established as follows:

- a. \$250.00 (DOLLARS) per day for each calendar day that the CONTRACTOR shall be in default after the CONTRACT TIME stipulated herein.
- b. \$250.00 (dollars) per day for failure to make repairs to deficiencies in the work within 10 days of notification to repair.

The rates specified in ('b') above are cumulative and are in addition to LIQUIDATED DAMAGES assessed in association with the overall Contract Time (in 'a' above).

BIDDER acknowledges receipt of the following ADDENDUM:
Interstate Rock Products Inc.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

CITY OF ST. GEORGE
BID SCHEDULE
Chip Seal Aggregate Supply

Bidder will complete the work in accordance with the Contract Documents for the following prices. Quantities indicated are not guaranteed; they are solely for comparing bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

NOTE: The Engineer shall check all bids for mathematical errors. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct and the total amounts will be revised to reflect the corrections.

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Crushed Aggregate This item includes all equipment, materials, labor, trucks, water, etc. required to produce screen and wash the aggregate material. Payment for the crushed aggregate used for this project shall be included in the unit price bid per ton.	6,500	Ton	\$26.00	\$169,000.00
2	Aggregate Delivery This item shall include delivering the crushed aggregate including all equipment, labor, trucks, loaders, fuel, etc. required to properly load, deliver and unload the aggregate at the designated stockpile sites.	6,500	Ton	\$12.26	\$79,690.00
Total Amount Bid				\$38.26	\$248,690.00

Bidder certifies that Bidder has read the Request for Bids and fully understands its intent. Bidder certifies that Bidder has adequate personnel and resources to fulfill the proposal requirements. Bidder further understands that Bidder's ability to meet the criteria and provide the required services shall be judged solely by the City. Bidder further certifies that, since the receipt of the Request for Bids, no contact, discussion, or negotiation has been made nor will be made regarding this proposal for construction services with any City employee other than the contact people listed in the Request for Bids. Bidder understands that any such contact could disqualify this proposal. Bidder further certifies that Bidder is properly licensed to conduct business within the scope of

this Bid as required by the State of Utah. Bidder certifies that all schedules and addenda contained herein shall be considered part of the entire Request for Bids response and that the complete document submitted shall be considered a legally binding document.

The undersigned swears and deposes that the information provided herein is true, accurate, and complete so as not to be misleading.

Dated this Sixth day of July 2023.

Respectfully Submitted:

Business Name: Interstate Rock Products Inc.
Corporation)

Seal (if Bid is by

Business Address: 42 South 850 West Hurricane, Utah. 84737

Representative Name: Beau Stratton

Signature: 

Title: Materials Manager

Date: 07/06/2023



Attest Signature: 

Attest Name: Brian Stratton

END OF SECTION

CITY OF ST. GEORGE
MATERIAL PURCHASE AGREEMENT
FOR **CHIP SEAL AGGREGATE SUPPLY WITH**
Interstate Rock Products

THIS AGREEMENT is made and entered into this 3rd day of August, 2023, by and between the City of St. George, a Utah municipal corporation, whose address is 175 East 200 North, St. George, Utah 84770 ("City") and Interstate Rock Products, Inc., whose address is 42 South 850 West, Hurricane, Utah, 84737, ("Seller").

R E C I T A L S

WHEREAS, City desires to purchase **6,500 Tons** Chip Seal Aggregate; and

WHEREAS, City solicited bids through the formal bid process for the purchase of equipment/supplies/materials and the bid is hereby incorporated as part of this agreement; and

WHEREAS, Seller submitted a bid dated 07/06/23, which outlines the items to be purchased, the quantity and the price, as shown in the bid schedule, and is hereby incorporated as part of this agreement; and

WHEREAS, City after review of the bids selected Seller to provide the equipment/supplies/materials for the Project;

NOW, THEREFORE, for the consideration hereinafter set forth and in accordance with the conditions and representations contained herein, the parties hereby agree as follows:

A G R E E M E N T

1. **Recitals.** The foregoing recitals are incorporated herein by this reference.
2. **Purchase.** Seller shall provide the goods described in the bid schedule and specifications.
3. **Purchase Price and Payment.** City shall pay Seller a total sum of \$ 248,690.00 for the goods described in the bid schedule and specifications. City shall pay Seller in full within 30 days of delivery of the goods to City, acceptance of those goods by the City and receipt of the invoice.
4. **Delivery.** Time is of the essence in the performance of this Agreement. Seller will arrange for delivery to Buyer. Seller will deliver the goods required by the Agreement on or after

August 21, 2023, but on or before April 26, 2024, unless the period for delivery is extended by City. City, upon receiving possession of the goods, shall have a reasonable opportunity to inspect the goods to determine if the goods conform to the requirements of the conditions of this sale. If the City, in good faith, determines that all or a portion of the goods are non-conforming, the City may return the goods to the Seller at no cost to City. Seller is strictly liable for goods until City accepts delivery of goods.

5. **Compliance with Applicable Laws.** Seller expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Seller from any obligation to comply with all applicable requirements of the City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement. Seller shall comply with all federal, state, and local laws, regulations, and ordinances.
6. **Conflicts.** In the event of a conflict between this Agreement and any other documents with Seller, this Agreement shall govern.
7. **No Waiver.** The failure of either Party to enforce any of this Agreement’s provisions shall not be construed to be a waiver of the rights of such party to enforce such provisions.
8. **Notices.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

City of St. George	Interstate Rock Products, Inc
175 East 200 North	42 South 850 West
St. George, Utah 84770	Hurricane, UT, 84770
Attn: Jay Sandberg, City Engineer	Attn: Beau Stratton, Materials Manager

9. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the

respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

10. **Construction.** This Agreement has been reviewed and revised by legal counsel for all the parties and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
11. **Legal Fees.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
12. **Modification Of Agreement.** City specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
13. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
14. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sublet, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of City, which consent shall not be unreasonably withheld.
15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, but shall not inure to the benefit of any third party or other person.
16. **No Joint Venture, Partnership or Third Party Rights.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a

party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

17. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this matter.
18. **Severability.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
19. **Survival.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
20. **Headings.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
21. **Counterparts.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
22. **Authority of Parties.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY: CITY OF ST. GEORGE

SELLER: Interstate Rock Products, Inc.

Michele Randall, Mayor

Colt Stratton, Manager

ATTEST:

Approved as to form:

Christina Fernandez, City Recorder

Ryan Dooley, Assistant City Attorney

NOTICE OF AWARD

To: Interstate Rock Products, Inc.

PROJECT: **Chip Seal Aggregate Supply**
Inquiry No. 23-132

The CITY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated July 6, 2023 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 248,690.00 on the condition that you execute the Agreement within ten (10) calendar days from the date this NOTICE is delivered to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this 3rd day of August, 2023.

City of St. George
CITY

By _____

Name Michele Randall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the ____ day of _____, 20__.

Name _____

Title _____



Agenda Date: 00/00/0000

Agenda Item Number: 3H

Subject:

Consider approval of a change order with Big-D Construction on the Wells Fargo ATM Relocation project for the installation of water and fire lines for City Hall and Parking Garage in the amount of \$122,099.98.

Item at-a-glance:

Staff Contact: Marc M. Mortensen

Applicant Name: Judd Bundy

Reference Number: 002

Address/Location:

61 South Main Street

Item History (background/project status/public process):

In the City Council Work Meeting held on July 13, staff mentioned the need to advance a portion of site work that Big-D is doing from Phase II of the City Hall project to Phase I (ATM Relocation) in order to reduce cost and time. This involves adding a water line and fire line from Main Street and demolition work of a portion of the Wells Fargo tunnel that runs from the bank to the teller building.

Staff Narrative (need/purpose):

This is work that was originally scheduled in Phase II, but by moving it into Phase I, we will not have to come back later and take out new asphalt as we begin site work on city hall and the parking garage.

Name of Legal Dept approver: Jami Bracken

Budget Impact:

Cost for the agenda item: 122,099.98

Amount approved in current FY budget for item: N/A

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

Capital Project Fund

Recommendation (Include any conditions):

Staff recommends approval.



BIG-D CONSTRUCTION CORP.
1788 W 200 N
LINDON, Utah 84042
Phone: (801) 769-7300
Fax: (801) 769-7353

Project: 123708 - ST GEORGE CITY HALL & PARKING GARAGE
61 S MAIN STREET
ST GEORGE, Utah 84770

Prime Contract Potential Change Order #002: CE #007 - Added Water 7 Fire Line, Tunnel Sealing and Demolition

TO:	CITY OF ST GEORGE 175 E 200 N ST GEORGE Utah, 84770	FROM:	BIG-D CONSTRUCTION CORP 404 W 400 S SALT LAKE CITY Utah, 84101
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	PRIME CONTRACT -
REQUEST RECEIVED FROM:		CREATED BY:	Brian Hatch (BIG-D CONSTRUCTION CORP)
STATUS:	Pending - In Review	CREATED DATE:	7/18/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	13 days	PAID IN FULL:	No
		TOTAL AMOUNT:	\$122,099.98

POTENTIAL CHANGE ORDER TITLE: CE #007 - Added Water 7 Fire Line, Tunnel Sealing and Demolition

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #007 - RFI 10 RFI 5: Tunnel Sealing and Demolition
This PCO combines several items:

- Item 1 - Demolition of the tunnel and installation of a concrete tunnel cap wall as described in RFI 10.
- Item 2 - Installation of the new water and fire line per RFI 12.

This cost includes use of pea gravel as fill in the tunnel. If structural fill per RFI 10 is wanted this will be an additional cost of \$3084.
 This cost assumes full site access.
 This cost does not include waterproofing of the new concrete wall capping the tunnel.
 This cost does not include costs associated with relocation of the fire hydrant that was removed and the associated FDC line (to be priced separately when info is received).
 Schedule does not include allowances for any unforeseen conditions.
 This cost assumes the city will pay Dominion Energy directly for capping the existing gas line, approximate cost of \$300.

ATTACHMENTS:

#	Sub Job	Cost Code	Description	Type	Amount
1	01	32-321600 - Curbs, Gutters, Sidewalks, and Driveways	RFI #10 - Concrete Tunnel Cap	Subcontract	\$6,508.00
2	01	31-310000 - Earthwork	RFI #10 - Tunnel Demolition	Subcontract	\$17,054.88
3	01	31-310000 - Earthwork	RFI #10 - Option to Fill Tunnel with Structural Fill	Subcontract	\$13,710.00
4	01	31-310000 - Earthwork	RFI #12 - Added Water & Fire Line	Subcontract	\$56,562.08
5	N/A		RFI #10 & #12 - Added General Conditions		\$23,859.00



BIG-D CONSTRUCTION CORP.
1788 W 200 N
LINDON, Utah 84042
Phone: (801) 769-7300
Fax: (801) 769-7353

Project: 123708 - ST GEORGE CITY HALL & PARKING GARAGE
61 S MAIN STREET
ST GEORGE, Utah 84770

Prime Contract Potential Change Order #002: CE #007 - Added Water 7 Fire Line, Tunnel Sealing and Demolition

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PCO NUMBER/REVISION:	002 / 0	CONTRACT:	PRIME CONTRACT -
REQUEST RECEIVED FROM:		CREATED BY:	Brian Hatch (BIG-D CONSTRUCTION CORP)
STATUS:	Pending - In Review	CREATED DATE:	7/18/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	13 days	PAID IN FULL:	No
		TOTAL AMOUNT:	\$118,888.38

POTENTIAL CHANGE ORDER TITLE: CE #007 - Added Water 7 Fire Line, Tunnel Sealing and Demolition

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #007 - RFI 10 RFI 5: Tunnel Sealing and Demolition

This PCO combines several items:

- Item 1 - Demolition of the tunnel and installation of a concrete tunnel cap wall as described in RFI 10.
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This cost includes use of pea gravel as fill in the tunnel. If structural fill per RFI 10 is wanted this will be an additional cost of \$3084.

This cost assumes full site access.

This cost does not include waterproofing of the new concrete wall capping the tunnel.

This cost does not include costs associated with relocation of the fire hydrant that was removed and the associated FDC line (to be priced separately when info is received).

Schedule does not include allowances for any unforeseen conditions.

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ATTACHMENTS:

#	Sub Job	Cost Code	Description	Type	Amount
1	01	32-321600 - Curbs, Gutters, Sidewalks, and Driveways	RFI #10 - Concrete Tunnel Cap	Subcontract	\$6,508.00
2	01	31-310000 - Earthwork	RFI #10 - Tunnel Demolition	Subcontract	\$17,054.88
3	01	31-310000 - Earthwork	RFI #10 - Option to Fill Tunnel with Pea Gravel	Subcontract	\$10,626.09
4	01	31-310000 - Earthwork	RFI #12 - Added Water & Fire Line	Subcontract	\$56,562.08
5	N/A		RFI #10 & #12 - Added General Conditions		\$23,859.00



#	Sub Job	Cost Code	Description	Type	Amount
6	01	26-260000 - Electrical	RFI #10 - Electrical Safe Off Budget	Subcontract	\$500.00
				Subtotal:	\$115,110.05
				Builders Risk Insurance (≈ 0.68% Applies to all line item types.):	\$616.86
				General Liability Insurance (0.82% Applies to all line item types.):	\$753.32
				Overhead and Fee (2.60% Applies to all line item types.):	\$2,408.15
				Grand Total:	\$118,888.38

Jim Child (GALLOWAY & COMPANY OF UTAH INC)

577 E 200 S
SALT LAKE CITY Utah 84111

CITY OF ST GEORGE

175 E 200 N
ST GEORGE Utah 84770

BIG-D CONSTRUCTION CORP

404 W 400 S
SALT LAKE CITY Utah 84101

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

MOUNTAIN STATES CONTRACTORS INC,

256 West 100 South

Hurricane, Utah 84737

Ph: (435) 635-4068 Fax: (435) 635-4137

CHANGE ORDER

Bid #	CO2023057
Date:	07/17/23

CONTRACTOR INFORMATION

JOB INFORMATION

Company:	BIG-D CONSTRUCTION	Job Name:	WELLS FARGO DRIVE THRU
Contact:			TUNNEL CAP RFI#010
Fax:		Job Location:	ST GEORGE, UT
Email:			
		Architectural drawings dated: 7/13/2023	
		Structural drawings dated: NA	
		Civil Drawings dated: NA	
		Addenda noted: NONE	

DESCRIPTION	RATE	QUANTITY	TOTAL
BID INCLUDES ALL LABOR AND MATERIAL NEEDED TO COMPLETE THE CONCRETE WORK DESCRIBED BELOW PER THE PLANS NOTED ABOVE.			
CONCRETE MATERIAL	\$184.00 PER CU/YRD	2	\$ 368.00
REINFORCING MATERIAL SUPPLY	LS	1	\$ 319.00
FORM COST	\$240.00 PER CU/YRD	2	\$ 480.00
LABOR COST	\$82.00 PER MAN HR	49	\$ 4,010.00
EPOXY MATERIAL COST	\$84.00 PER UNIT	8	\$ 672.00
GROUT FOR PATCHING TIE HOLES	LS	1	\$ 68.00
PROFIT AND OVERHEAD	10%		\$ 591.00
OPTION TO SUPPLY AND PLACE 15MIL VAPOR BARRIER	NA		
OPTION TO DIG AND COMPACT FOOTINGS	NA		
OPTION TO PLACE BASE UNDER FLOOR SLAB (BASE SUPPLIED BY OTHERS)	NA		
OPTION TO PLACE BASE UNDER SITE CONC. (BASE SUPPLIED BY OTHERS)	NA		
<p>***NOTE:</p> <p>MATERIAL AVAILABILITY MAY IMPACT SCHEDULE AND/OR PRICE</p> <p>CHANGES TO PLAN MAY CHANGE BID PRICE</p> <p>ALL EXCAVATION AND DEMOLITION NOT INCLUDED (UNO)</p> <p>SURVEY BY OTHERS</p> <p>ALL COATINGS, SEALERS, TOPPINGS, CAULKING, ETC NOT INCLUDED</p> <p>ALL BOLTS AND IMBEDS SUPPLIED BY OTHERS</p> <p>CMU NOT INCLUDED</p> <p>SIGNAGE, FLAG POLE, AND LIGHT POLE BASES NOT INCLUDED (UNO)</p> <p>ALL FENCING NOT INCLUDED</p> <p>TRAFFIC CONTROL BY OTHERS</p> <p>WATERPROOFING AND VAPOR BARRIER NOT INCLUDED (UNO)</p> <p>TRANSFORMER AND HOUSEKEEPING PADS NOT INCLUDED</p> <p>DRAIN INLET BOXES, COLLARS, HEADWALLS, ETC. NOT INCLUDED</p> <p>NON-SHRINK GROUT NOT INCLUDED</p> <p>SUPPLY AND INSTALLATION OF INTERIOR ANCHOR BOLTS AND HOLD DOWNS NOT INCLUDED</p> <p>WINTER CONDITIONS (TENTING, HEATING, BLANKETING, SNOW REMOVAL, ETC.) NOT INCLUDED</p> <p>WALLS TO BE FORMED WITH "SYMONS" IN GOOD CONDITION (UNO)</p> <p>PLUMBING & ELECTRICAL TO BE CUT FLUSH WITH FINISH FLOOR LEVEL</p> <p>THERMAL BREAK AND FOUNDATION INSULATION NOT INCLUDED</p> <p>PRICE GOOD FOR 10 DAYS FROM BID DATE</p> <p>CONCRETE WORK NOT SHOWN ON PLANS IS TO BE PROVIDED AT THE RATE OF \$82.00 PER MAN HOUR PLUS MATERIALS</p>			
BID TOTAL			\$ 6,508.00

I accept bid, authorize work and purchase of materials.

DATE _____

SIGNATURE _____

Thank you!



Competitive Excavation Inc

475 S Donlee Drive
St George, UT 84770
(435) 691-4796

To:	Big D	Contact:	Judd Bundy
Address:	404 W 400 S Salt Lake City, UT 84101 USA	Phone:	801-769-7315
Project Name:	Wells Fargo CEI#003 CO3b Tunnel Demolition Budget	Fax:	801-415-6903
Project Location:	1 S. Main Street, St George, UT	Bid Number:	WF-003-CO3b
Addendum #:	Plan-No Soil Report	Bid Date:	7/17/2023

This is a budgetary estimate based on a sparse amount of information for the demolition of the tunnel from the North sidewalk to the phase 1 phase line on the South side of the project. This estimate does NOT include shoring, bracing, or protection of existing wiring. It assumes all utilities are disconnected or maintained by others. This estimate is to remove the tunnel cap and haul it to the dump. It includes saw cutting the cap in 3 locations for partial removal. It includes plugging the South end with site materials and then filling the tunnel with pea gravel. It includes a fabric separation layer between the pea gravel and road base layers. It includes penetrating the tunnel floor for drainage and avoiding the gas main marked by others. It does not include the new cut off wall. This estimate also includes the cost to re-grade the South curb line. An Option has been added to fill the tunnel with a budget qty of imported fill in 8" lifts instead of the pea gravel.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Tunnel Demo

	Mobilization Of Machines	1.00	LS	\$725.00	\$725.00
	Saw Cutting Budget-Assumes 3 Horizontal Cuts Across Top Of Tunnel For Clean Removal.	1.00	LS	\$1,250.00	\$1,250.00
	Dump Fees-Hourly-Assumed Tons For Wall And Footing	54.00	TON	\$42.02	\$2,269.08
	Machine Use-320 W/Grapple Hourly-Tunnel Demo	20.00	HR	\$190.00	\$3,800.00
	Machine Use-320 W/Hammer Hourly Chipping Floor And Ceiling	17.00	HR	\$250.00	\$4,250.00
	Machine Use-Tool Truck And Laborer Hourly	20.00	HR	\$75.00	\$1,500.00
	Machine Use-Water Truck Hourly	3.00	HR	\$95.00	\$285.00
	Side Dump Trucking Hourly	15.00	HR	\$125.00	\$1,875.00
	Re-Grade For Curb W/6" Base-Assumes Slip Formed-Base Bid Price	130.00	LF	\$8.46	\$1,099.80

Total Price for above Tunnel Demo Items: \$17,053.88

Fill With Pea Gravel

	Import Pea Gravel For Tunnel Fill Materials-Assumed Qty To Fill Tunnel 8'x4'x55' Long-Assumes Plugging South End With On Site Dirt	9.00	LOAD	\$834.01	\$7,506.09
	Mirifi 140N Fabric For Separation Of Pea Gravel And Road Base Layer	1.00	LS	\$325.00	\$325.00
	Machine Use-320 W/Bucket Hourly-Dirt Fill Placement	6.00	HR	\$155.00	\$930.00
	Machine Use-Tool Truck And Laborer Hourly	10.00	HR	\$75.00	\$750.00
	Machine Use-WBH Compactor Hourly For Dirt Plug	6.00	HR	\$60.00	\$360.00
	Machine Use-Water Truck Hourly	4.00	HR	\$95.00	\$380.00
	Machine Use-Hourly Supervisor	5.00	HR	\$75.00	\$375.00

Total Price for above Fill With Pea Gravel Items: \$10,626.09

Fill With Structural Fill

	Import Natural Fines For Structural Fill In Tunnel-Assumed Qty To Fill Tunnel 8'x4'x55' Long	9.00	LOAD	\$550.00	\$4,950.00
	Machine Use-320 W/Bucket Hourly-Dirt Fill Placement	24.00	HR	\$155.00	\$3,720.00
	Machine Use-Tool Truck And Laborer Hourly	24.00	HR	\$75.00	\$1,800.00
	Machine Use-WBH Compactor Hourly For Dirt Plug	18.00	HR	\$60.00	\$1,080.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Machine Use-Water Truck Hourly	18.00	HR	\$95.00	\$1,710.00
	Machine Use-Hourly Supervisor	6.00	HR	\$75.00	\$450.00
Total Price for above Fill With Structural Fill Items:					\$13,710.00

Notes:

- Estimate does not include:SWPPP,MAINTENANCE,NOI, BONDS, FEES, PERMITS, COMPACTION TESTS, ENGINEERING, STAKING OR SURVEYING UNLESS SPECIFIED, LAYOUT, SWEEPING, ROCK EXCAVATION, BLASTING, OR EXPORT OF UNSUITABLE MATERIAL.
- Materials included in this bid may be subject to escalation after 0 days.
- Any Screening or sorting of materials to make suitable fill material will be hourly.
- Bid includes ONLY what is specified!
- Final Grading for asphalt and concrete is up to the respective contractors and should be verified before placement of finish surfaces.
- This estimate does NOT include any finished surfaces,(asphalt/concrete), ONLY prepping for them in ways specified.
- We reserve the right to adjust quantities to actual conditions or approved plans if they vary from what we have bid and charge these unit prices for it.
- We are NOT responsible for drainage in areas of +- 1% slope.
- Price for Asphalt and Concrete is subject to change due to market conditions and price of materials.
- All materials in this estimate are subject to a Force Majeure situation due to Natural Disasters, National Pandemic, Civil Unrest, Political Divisiveness, Tariffs, Shortages and Long Lead Times. All material increases will be passed on to the Owner/GC since they are outside of our control.
- A Good Faith Effort will be made to keep on Schedule and provide adequate Manpower. However, there are forces out of our control, for which we cannot be held liable, that may cause a shortage of labor in these trying times due to Natural Disasters, Acts of God, National Pandemic, Civil Unrest, and Political Divisiveness.
- This estimate is provided as a courtesy and as part of the normal flow of bidding. If we are awarded this project then acceptance of that award by CEI will be predicated upon our ability to perform the scope in coordination with any other obligations we already have contracted. Providing this estimate does not guarantee that we will be able to perform the scope outlined inside of a time frame we have no control over.
- Diesel Fuel in this estimate is calculated based on a \$4.25/Gal price. If the price of Diesel Exceeds \$4.5/Gallon then we reserve the right to charge for the additional cost of the fuel.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Competitive Excavation Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Seth Knudson (435) 463-8210 seth@competitiveexcavation.com</p>
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Competitive Excavation Inc

475 S Donlee Drive
 St George, UT 84770
 (435) 691-4796

To:	Big D	Contact:	Judd Bundy
Address:	404 W 400 S Salt Lake City, UT 84101 USA	Phone:	801-769-7315
Project Name:	Wells Fargo CEI#002 CO2c RFI 12.5 Phase 2 Waterlines City Review	Fax:	801-415-6903
Project Location:	1 S. Main Street, St George, UT	Bid Number:	WF-003-CO2c
Addendum #:	Plan-No Soil Report	Bid Date:	7/17/2023

This is a BUDGETARY estimate based off of the City review of unapproved and incomplete plans for the installation of the items specified that go in the new parking lot area. This estimate does NOT include an FDC line or Fire Hydrant according to the RFI 12.5 plan revision dated 07/12/23. This estimate assumes we can close main street or shift traffic. It only includes the cost to uncover utility conflicts shown on the plans and the water line for Wells Fargo-No flowline conflict remediation. There is nothing included for the tunnel crossing or any unmarked utilities. This estimate does NOT include any landscape, curb or sidewalk repair/replacement. It assumes asphalt patch will be done with curb line patch for driveway replacement. It assumes being done all at one time and not stages. All utilities assumed to be stubbed and capped outside phase 1 asphalt. No Fire Risers or final connections. Assumes Water Main can be isolated for installation-No Hot Tap or Temp Water. See item descriptions and notes for additional inclusions, assumptions and exclusions. 3" Fused line was cheaper than a 2.5" water line. 6" Bends are included to drop elevation of Fire Line to meet City Hall Pad Elevation.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Mobilization Of Machines	1.00	LS	\$1,227.34	\$1,227.34
	Expose Existing Gas Line To Be Capped By Others	1.00	EACH	\$558.70	\$558.70
	Expose And Connect To Existing Water Lines W/Sleeves	1.00	EACH	\$748.15	\$748.15
	Expose And Connect To Existing Water Line	1.00	EACH	\$476.35	\$476.35
	Expose And Cross Existing Utilities-Gas, Fiber, Electric-Does NOT Include Any Shoring, Bracing Or Flowline Remediation -Assumes Only What Is Shown On The Plan To Be A Conflict And The Water Main From Wells Fargo-No Tunnel Crossing.	7.00	EACH	\$522.10	\$3,654.70
	Additional Cost For Water Line Street Cut-Includes ROW Permit, Traffic Control, Asphalt Removal, Saw Cutting And Asphalt Patch For Sewer And Water Service Termination At Main-Does NOT Include Curb, Sidewalk Or Lighting Replacement	1.00	LS	\$10,150.97	\$10,150.97
	8" C-900	200.00	LF	\$56.33	\$11,266.00
	8" Joint Restraints	16.00	EACH	\$214.18	\$3,426.88
	8" Tee	1.00	EACH	\$692.59	\$692.59
	8"x6" Tee	1.00	EACH	\$622.13	\$622.13
	8" Valve	1.00	EACH	\$3,639.44	\$3,639.44
	6" C-900-For Fire Line And FDC Line-Stub To Behind Curb-No Fire Risers	20.00	LF	\$43.68	\$873.60
	6" Joint Restraints	6.00	EACH	\$148.03	\$888.18
	6" Bend	2.00	EACH	\$276.10	\$552.20
	6" Valve	1.00	EACH	\$2,912.84	\$2,912.84
	Cap And Blowoff	3.00	EACH	\$593.23	\$1,779.69
	2" Meter Assembly	1.00	EACH	\$6,240.43	\$6,240.43
	3" Fused IPS Water Line After Meter W/2 Bends, Flange And Cap	125.00	LF	\$40.54	\$5,067.50
	Waterline Testing	1.00	EACH	\$1,784.39	\$1,784.39
Total Bid Price:					\$56,562.08

Notes:

- Estimate does not include:SWPPP,MAINTENANCE,NOI, BONDS, FEES, PERMITS, COMPACTION TESTS, ENGINEERING, STAKING OR SURVEYING UNLESS SPECIFIED, LAYOUT, SWEEPING, ROCK EXCAVATION, BLASTING, OR EXPORT OF UNSUITABLE MATERIAL.

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- Bid includes ONLY what is specified!
- Final Grading for asphalt and concrete is up to the respective contractors and should be verified before placement of finish surfaces.
- This estimate does NOT include any finished surfaces,(asphalt/concrete), ONLY prepping for them in ways specified.
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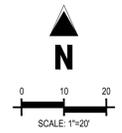
WELLS FARGO DRIVE THRU
WELLS FARGO BANK
1 S MAIN STREET
ST. GEORGE, UT 84770

#	Date	Issue / Description	Init.
1	8/26/2023	RF008	DL
2	8/27/2023	RF011	ES
3	7/11/2023	RF012	ES
4	7/12/2023	RF012.1	ES
5			
6			
7			
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9			
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20			
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22			

Project No: SGG11
Drawn By: ES
Checked By: DL
Date: 02/02/2023

SITE PLAN

CS101



SITE LEGEND

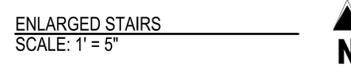
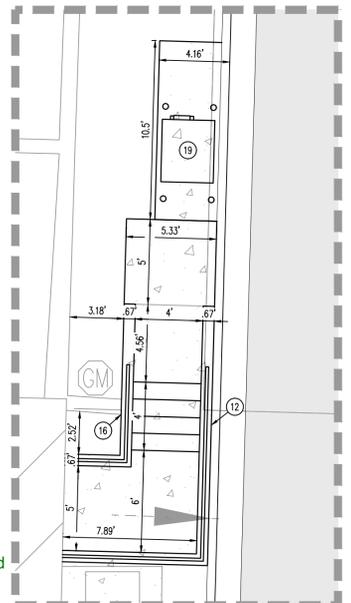
- CONSTRUCTION LIMIT LINE
- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- EXISTING TO REMAIN
- PROPOSED NEW
- ⊙ EXISTING LIGHT POLE
- ⊙ EXISTING TREE
- ⊙ EXISTING SIGN
- ⊙ PROPOSED SIGN
- ⊙ PROPOSED STALL COUNT
- PROPOSED CATCH CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- EXISTING SIDEWALK

PAVING & LANDSCAPE LEGEND

- STANDARD DUTY ASPHALT
- STANDARD DUTY CONCRETE
- HEAVY DUTY CONCRETE

SITE KEYNOTES

- 1A CONSTRUCT 24" CURB & GUTTER PER DETAIL 1 ON SHEET CS501.
- 1B CONSTRUCT 6" CONCRETE HEADER CURB PER DETAIL 14 ON CS501.
- 2 CONSTRUCT CONCRETE SIDEWALK PER DETAIL 120 ON SHEET CS502. WHERE SIDEWALKS CROSS DRIVEWAYS THE MINIMUM THICKNESS OF THE SIDEWALK AND DRIVEWAY APRON SHALL BE 8" OF CONCRETE OVER 6" OF ROAD BASE.
- 3 CONSTRUCT STANDARD DUTY ASPHALT PAVING PER DETAIL 3 ON SHEET CS501.
- 4 CONSTRUCT DUMPSTER ENCLOSURE (SEE ARCH. PLANS) WITH HEAVY DUTY CONCRETE APRON PER DETAIL 3 ON SHEET CS501.
- 5 CONSTRUCT ADA STRIPING PER DETAILS 5-6 ON SHEET CS501.
- 6 MOUNT ADA PARKING SIGNAGE TO EXISTING HANDRAIL PER DETAILS 7-9 ON SHEET CS501.
- 7A CONSTRUCT DRIVE APPROACH PER CITY STANDARD DRAWING NO. 112 ON SHEET CS502.
- 7B CONSTRUCT DRIVE APPROACH PER CITY STANDARD DRAWING NO. 110 & 111 ON SHEET CS502.
- 8 CONSTRUCT CONCRETE PAD FOR RELOCATED TRANSFORMER AND CT METER. SEE GRADING PLAN FOR DETAILS.
- 9 CONSTRUCT ASPHALT PATCH PER CITY STANDARD DRAWING NO. 170 ON SHEET CS502.
- 10 CONSTRUCT "STOP" SIGN WITH RIGHT TURN ONLY (SOUTH-FACING) AND "EXIT ONLY" (NORTH-FACING) PER DETAILS 10 AND 11 ON SHEET CS501.
- 11 TAPER TO ZERO FACE CURB AT THE SIDEWALK PER DETAIL 2 ON SHEET CS501.
- 12 CONSTRUCT 3 6" STEPS WITH CURB WALLS AND HANDRAILS. SEE ARCHITECTURAL PLANS FOR DETAILS.
- 13 CONSTRUCT 4" WHITE PARKING STRIPING PER DETAIL 4 ON SHEET CS501.
- 14 CONSTRUCT WHEEL STOP PER DETAIL 12 ON SHEET CS501.
- 15 CONSTRUCT ASPHALT PATCH AS NEEDED TO KILL UTILITY AT THE MAIN. SEE CITY STANDARD DRAWING NO. 170 ON SHEET CS502.
- 16 THE EXISTING WALL TO NEW CHEEK WALL WITH #4 DEFORMED BARS AT 12" O.C. MINIMUM EMBEDMENT 8".
- 17 CONSTRUCT DIRECTIONAL STRIPING PER DETAIL 13 ON SHEET CS501.
- 18 CONSTRUCT SEGMENTAL BLOCK WALL. SEE GRADING PLAN.
- 19 CONSTRUCT CONCRETE ATM PAD. SEE ARCHITECTURAL PLANS FOR DETAILS.
- 20 INTERCEPT EXISTING CONDUIT AND WIRE AND PULL NEW WIRE TO NEW TRANSFORMER LOCATION. SEE ELECTRICAL PLANS FOR DETAILS.
- 21 CONSTRUCT TEMPORARY BASE COURSE BUFFER BETWEEN NEW CURB AND GUTTER AND EXISTING PARKING LOT.
- 22 REPAIR EXISTING LANDSCAPING. MATCH EXISTING.



UTILITY KEYNOTES

- U1 EXISTING UTILITY CROSSING. CONTRACTOR TO POTHOLE AND FIELD VERIFY SIZE, LOCATION, & DEPTH PRIOR TO CONSTRUCTION START. NOTIFY ENGINEER OF CONFLICTS.
- U2 EXISTING ELECTRICAL LINES (APPROXIMATE LOCATION), CONTRACTOR TO FIELD VERIFY AND NOTIFY ENGINEER OF CONFLICTS.

WATER KEYNOTES

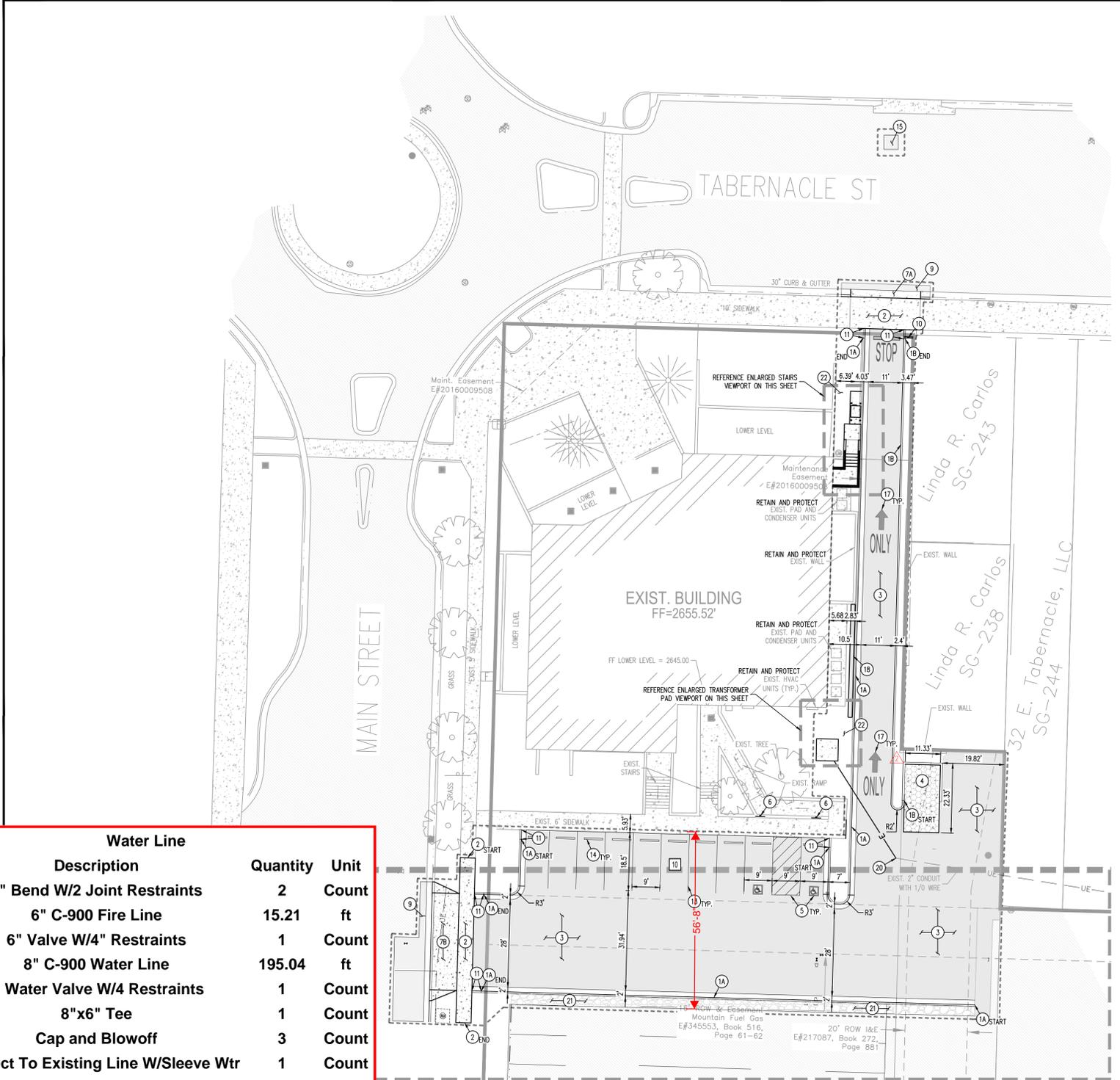
- W1 CONSTRUCT 2" CONNECTION TO EXISTING 8" WATER MAIN PER ST. GEORGE CITY STANDARDS. FIELD VERIFY EXISTING SIZE, MATERIAL, AND LOCATION. MATCH EXISTING.
- W2 CONSTRUCT 2" BADGER E-SERIES WATER METER IN VAULT PER ST. GEORGE CITY STANDARDS.
- W3 CONSTRUCT 2.5" HDPE WATER LINE.
- W4 CONSTRUCT 2.5" STUB.

FIRE KEYNOTES

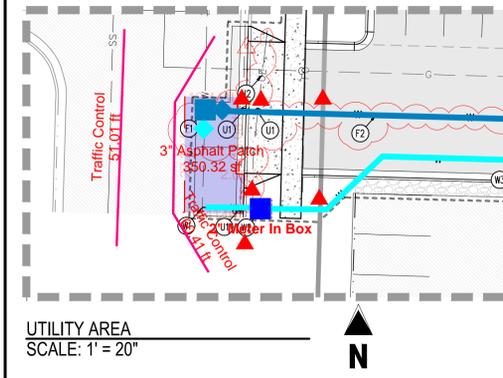
- F1 CONSTRUCT 6" CONNECTION WITH GATE VALVE ON EXISTING 8" MAIN PER ST. GEORGE CITY STANDARDS.
- F2 CONSTRUCT 6" C-900 18 PVC FIRE LINE.
- F3 CONSTRUCT 22.5" VERTICAL BEND TO TRANSITION FROM 3" MINIMUM BURIAL DEPTH TO 7.5" MINIMUM BURIAL DEPTH. SEE CITY OF ST. GEORGE STD DVG NO 388 FOR DETAILS.
- F4 CONSTRUCT 8"x8" TEE.
- F5 CONSTRUCT 6" GATE VALVE.
- F6 CONSTRUCT 8" STUB.

Bends for 6" Line Will Still Be Needed to Get to Future Pad Elevation for City Hall

Not going to be required, Gas company is going to be contacted to cap the gas line on the north side of the water line so it does not interfere with the fire line.



Water Line			
Description	Quantity	Unit	
6" Bend W/2 Joint Restraints	2	Count	
6" C-900 Fire Line	15.21	ft	
6" Valve W/4" Restraints	1	Count	
8" C-900 Water Line	195.04	ft	
8" Water Valve W/4 Restraints	1	Count	
8"x6" Tee	1	Count	
Cap and Blowoff	3	Count	
Connect To Existing Line W/Sleeve Wtr	1	Count	
Cross Existing Utility	7	Count	
Water Line Street Patch	350.32	sf	



NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR SECONDARY POWER INSTALLATION BEHIND CT METER.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION OF TRANSFORMER PAD AND DIGGING TRENCH FOR CONDUIT, AS WELL AS PLACING CONDUIT.
3. SSES SHALL RELOCATE TRANSFORMER AND PULL NEW WIRE.
4. PROJECT SHALL NECESSITATE AN OUTAGE.

SURVEYOR TO OBTAIN AUTOCAD FILE FROM ENGINEER AND VERIFY ALL HORIZONTAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARK BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.

NOTE: CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. CONTRACTOR SHALL HAVE LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THEIR COST.

CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE OR FEDERAL AGENCY, UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, AS-BUILT PLANS, CERTIFICATIONS, INSPECTIONS AND REPORTS.

NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, PERMITS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION AND SIZE OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



ORIGINAL SCHEDULE

WFARGOATM_6.9.2023

Page 1 of 1

Activity ID	Activity Name	Orig Dur	Rem Dur	Activity % complete	Start	Finish	June 2023				July 2023				August 2023		
							04	11	18	25	02	09	16	23	30	06	13
St. George City Hall - Wells Fargo ATM relocation		60	51		02-Jun-23 A	18-Aug-23											
Construction		60	51		02-Jun-23 A	18-Aug-23											
A1340	Demolition Permit (Finish June 16th - 10 Day Duration)	10	7	30%	02-Jun-23 A	16-Jun-23	Demolition Permit (Finish June 16th - 10 Day Duration)										
A1090	Mobilization	2	0	100%	02-Jun-23 A	02-Jun-23 A	■ Mobilization										
A1100	Temp Fence / Signage	4	0	100%	02-Jun-23 A	02-Jun-23 A	■ Temp Fence / Signage										
A1120	Utility Disconnects - Breakroom Building	2	2	0%	05-Jun-23 A	09-Jun-23	■ Utility Disconnects - Breakroom Building										
A1160	Phase 1 Demo - Mobilization	2	2	0%	12-Jun-23	13-Jun-23	■ Phase 1 Demo - Mobilization										
A1130	Phase 1 Demo - Parking Lot Asphalt, Trees, Sidewalks, Trash E	10	10	0%	13-Jun-23	26-Jun-23	■ Phase 1 Demo - Parking Lot Asphalt, Trees, Sidewalks, Trash Enclosure										
A1330	Building Demo & Tabernacle Sidewalk Removal (Start 6/19)	10	10	0%	19-Jun-23	30-Jun-23	■ Building Demo & Tabernacle Sidewalk Removal (Start 6/19)										
A1110	Survey (Includes: Transformer Pad, Utilities, Dumpster Ftg)	2	2	0%	27-Jun-23	28-Jun-23	■ Survey (Includes: Transformer Pad, Utilities, Dumpster Ftg)										
A1180	Underground Utility / Utility Pad	5	5	0%	27-Jun-23	03-Jul-23	■ Underground Utility / Utility Pad										
A1190	Parking Lot Curb and Gutter (Prep & Pour)	10	10	0%	29-Jun-23	13-Jul-23	■ Parking Lot Curb and Gutter (Prep & Pour)										
A1360	Prep & Pour Dumpster Ftg, CMU Wall Ftg, & Transformer Pad	5	5	0%	29-Jun-23	06-Jul-23	■ Prep & Pour Dumpster Ftg, CMU Wall Ftg, & Transformer Pad										
A1200	Concrete Stairs / Pads / Dumpster / Bollards / Sidewalks	5	5	0%	14-Jul-23	20-Jul-23	■ Concrete Stairs / Pads / Dumpster / Bollards / Sidewalks										
A1240	Asphalt Paving	5	5	0%	14-Jul-23	20-Jul-23	■ Asphalt Paving										
A1140	Open Parking Lot for Customer Access	1	1	0%	21-Jul-23	21-Jul-23	■ Open Parking Lot for Customer Access										
A1150	Phase 2 Demo - Main Street Sidewalk, Curb & Gutter	2	2	0%	21-Jul-23	24-Jul-23	■ Phase 2 Demo - Main Street Sidewalk, Curb & Gutter										
A1210	Set Transformer (Needs to be set on Holiday or weekend)	3	3	0%	21-Jul-23	25-Jul-23	■ Set Transformer (Needs to be set on Holiday or weekend)										
A1220	Dumpster Enclosure CMU	5	5	0%	21-Jul-23	27-Jul-23	■ Dumpster Enclosure CMU										
A1230	Metal Stairs Install and Concrete	5	5	0%	21-Jul-23	27-Jul-23	■ Metal Stairs Install and Concrete										
A1250	ATM Install	5	5	0%	21-Jul-23	27-Jul-23	■ ATM Install										
A1260	Electrical Finishes	5	5	0%	21-Jul-23	27-Jul-23	■ Electrical Finishes										
A1270	Striping / Signage	5	5	0%	21-Jul-23	27-Jul-23	■ Striping / Signage										
A1350	Exterior Finishes on Boutique Building (After Paving)	10	10	0%	21-Jul-23	03-Aug-23	■ Exterior Finishes on Boutique Building										
A1380	Install Main Street Drive Approach & Sidewalk	5	5	0%	25-Jul-23	31-Jul-23	■ Install Main Street Drive Approach & Sidewalk										
A1280	Misc Metals / Gates / Handrails	5	5	0%	28-Jul-23	03-Aug-23	■ Misc Metals / Gates / Handrails										
A1290	ATM Commissioning / Start Up	10	10	0%	28-Jul-23	10-Aug-23	■ ATM Commissioning / Start Up										
A1170	Open Main Street Sidewalk / Bank Access	1	1	0%	01-Aug-23	01-Aug-23	■ Open Main Street Sidewalk / Bank Access										
A1300	Final Inspections / Clean Up / Turnover	10	10	0%	04-Aug-23	17-Aug-23	■ Final Inspections / Clean Up / Turnover										
A1310	ATM / Parking Lot Open to Public	1	1	0%	18-Aug-23	18-Aug-23	■ ATM / Parking Lot Open to Public										
A1320	Demo Teller Building / Start City Hall	0	0	0%		18-Aug-23	■ Demo Teller Building / Start City Hall										



Start Date 02-Jun-23
 Finish Date 18-Aug-23
 Data Date 08-Jun-23
 Run Date 09-Jun-23

- ▬ Remaining Level of Effort
- ▬ Actual Work
- ▬ Remaining Work
- ▬ Critical Remaining Work
- ◆ Milestone

St. George City Hall - Wells Fargo ATM relocation
Big-D Construction
08-Jun-23 Schedule Update



Agenda Date: 00/00/0000

Agenda Item Number: 31

Subject:

Consider approval of a contract with Holbrook Asphalt, Inc. for HA5 seal coat for various streets within the City of St. George.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

N/A

Item History (background/project status/public process):

This is a sole source award. It has been used for many years throughout the City for asphalt preservation with excellent results.

Staff Narrative (need/purpose):

The HA5 product is used to put a seal over newer (5-10 yr. old) residential streets, trails, and parking lots to slow the damage to asphalt from oxidation. The treatment is a lower-cost option for extending the life of asphalt surfaces.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: 205,040.95

Amount approved in current FY budget for item: 205,040.95

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

City budgeted funds

Recommendation (Include any conditions):

Approval

PROPOSAL

Proposal



Project Location	Proposal #	Date Issued	PO/LD #
City of St George UT Various Streets Saint George UT 84770	HAU948097	7/25/2023	

Terms

Due Upon Completion

Adviser Information

Mark Beatty
P: 435-862-8064 | E: mark@holbrookasphalt.com

Description

2023 HA5 Streets

Bill To

City of St George UT
Attn: Jay Sandberg
175 East 200 North
St George UT 84770

Item	Quantity	UM	Rate	Amount
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	762,234	SqFt	0.269	205,040.95

Total	\$205,040.95
--------------	---------------------



NOTICE OF AWARD

To: Holbrook Asphalt

Project: HA5 FY24

Inquiry No.: N/A

The CITY has considered the PROPOSAL submitted by you for the above described project in response to its Advertisement for PROPOSALS and Information for CONTRACTORS.

You are hereby notified that your PROPOSAL has been accepted in the amount of \$ 205,040.95 on the condition that you execute the Agreement and obtain the performance BOND, the payment BOND, and the certificate of insurance within ten (10) calendar days from the date this NOTICE is delivered to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this 3rd day of August, 2023

City of St. George
CITY

By _____

Name Michele Randall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the _____ day of _____, 20__.

Name _____

Title _____



Agenda Item Number: 3J

Agenda Date: 00/00/0000

Subject:

Consider approval of a sole source purchase of SCADA network equipment.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: Bryan Dial

Reference Number: N/A

Address/Location:

811 E Red Hills Pkwy

Item History (background/project status/public process):

This is necessary to upgrade and replace twenty year old equipment.

Staff Narrative (need/purpose):

H&L is the manufacturer of this equipment and it must match the existing system.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$58,500.00

Amount approved in current FY budget for item: \$75,000.00

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Does not exceed budget.

Description of funding source:

Does not exceed budget.

Recommendation (Include any conditions):

Staff recommends approval.

CITY OF ST. GEORGE PURCHASE REQUISITION

175 East 200 North, St. George, UT 84770

REQUISITION DATE: 07/13/23

REQUESTING DEPARTMENT: Energy

REQUESTING DIVISION: Sub/Scada

PO REQUEST

REQUEST FOR PAYMENT (Invoice attached)

VENDOR NAME: H&L Instruments		PROCUREMENT TYPE: <input checked="" type="checkbox"/> 3 QUOTES (ATTACHED) <input type="checkbox"/> FORMAL BID # _____ <input type="checkbox"/> STATE CONTRACT # _____ <input type="checkbox"/> EMERGENCY PURCHASE (FORM ATTACHED) <input checked="" type="checkbox"/> SOLE SOURCE (FORM ATTACHED) <input type="checkbox"/> O.E.M. ITEM <input type="checkbox"/> CONTRACTED SOFTWARE SUPPORT FEE <input type="checkbox"/> REQUIRED TRAVEL / TRAINING <input type="checkbox"/> CITY-SPONSORED EVENT <input checked="" type="checkbox"/> PROFESSIONAL SERVICE (PSA ATTACHED) <input type="checkbox"/> OTHER (MUST EXPLAIN): _____												
VENDOR # <small>(If this is a new vendor, please attach W-9)</small>														
VENDOR ADDRESS: PO BOX 580 NORTH HAMPTON, NH 03862														
SHIP TO LOCATION: CITY OF ST. GEORGE Attn: DIESEL PLANT 895 E WATERWORKS DR ST. GEORGE, UT 84770														
SPECIAL INSTRUCTIONS:														
CONTRACT REQUIREMENTS: <input checked="" type="checkbox"/> This does NOT require a contract <input type="checkbox"/> Contract drafted by City's Legal Department <input checked="" type="checkbox"/> Contract drafted by Vendor; reviewed & approved by City's Legal Department		BUDGET INFORMATION (Only required for capital outlay items): PROJECT TITLE OR LOCATION: <u>Fiber optic Mux System</u> IS THE TOTAL AMOUNT APPROVED IN THE BUDGET? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO BUDGETED AMOUNT: \$ _____ WILL THIS ITEM / SERVICE BE RECEIVED / COMPLETED BEFORE THE FISCAL YEAR END? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO												
QUANTITY	DESCRIPTION OF ITEM OR SERVICE	ACCOUNT NUMBER	UNIT PRICE	ESTIMATED COST										
12	570:570-E-8-77-15 570E-8 FIBEROPTIC XCVR, 1310 NM		4,500.00	\$ 54,000.00										
	SFP,Ethernet,7 RS232,1RS232/485 120 Vac/125Vdc			\$ 0.00										
				\$ 0.00										
1	570:570-E-16-77-15 570E-16 FIBEROPTIC XCVR, 1310 NM		4,500.00	\$ 4,500.00										
	SFP,Ethernet,15 RS232,1RS232/485 .slic 120 Vac/125Vdc			\$ 0.00										
				\$ 0.00										
	Per_Quote -02157			\$ 0.00										
				\$ 0.00										
				\$ 0.00										
				\$ 0.00										
<p>If purchase exceeds \$1,000 it is expected that a minimum of 3 bids/quotes be obtained and attached. If 3 bids/quotes were not obtained, an appropriate procurement type must be selected above.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">VENDOR</td> <td>QUOTE</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		VENDOR	QUOTE									SUBTOTAL		\$ 58,500.00
		VENDOR	QUOTE											
		FREIGHT / SHIPPING CHARGES		0.00										
		OTHER CHARGES <small>(must specify)</small>		0.00										
		TOTAL		\$ 58,500.00										

REQUESTED BY: Al Woodcock
(printed name)

AUTHORIZED SIGNER: Tom Birrell
(printed name) Refer to Authorized Signers List (up to \$25,000)

DEPARTMENT HEAD: Bryan Dial
(printed name)

CITY MANAGER: _____
(printed name) (required when any procurement policies are waived)

LEGAL DEPARTMENT: _____
(printed name) (required when any procurement policies are waived)

PURCHASING: _____
(printed name)

Date: 07/13/23 Signature: Al Woodcock Digitally signed by Al Woodcock Date: 2023.07.13 08:27:55 -0600

Date: 07/13/23 Signature: Tom Birrell

Date: 7/17/23 Signature: [Signature]

Date: _____ Signature: _____

Date: _____ Signature: _____

Date: _____ Signature: _____

City Council Approval Date (if applicable): _____

Sole Source Purchase

To ensure the fair and equitable treatment and to foster effective broad-based competition, a standard procurement process is followed whenever public funds are expended. Sole source contract awards do not involve a standard procurement process and should only be used when justified after reasonable research has been conducted to determine there are no other available sources that can provide the needed goods or services.

Circumstances for which a sole source may be justified include:

- a) An item for which there is no comparable product or service, such as a one-of-a-kind item available from only one vendor: or
- b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only directly from the manufacturer; O.E.M. or
- c) An exclusive maintenance, services, or warranty agreement.

Utah Administrative Code R33-8-101a

See also St. George City Code 1-10-B-5

NAME: AL Woodcock DEPARTMENT: Energy/Substation/Scada

DATE: 07/13/2023 VENDOR: H&L Instruments

PRODUCT DESCRIPTION: Multichannel Fiber Optic Multiplexer Sys

Why is the service or product only available from this single supplier?

Because They are the Manufacturer

Could the product be reasonably modified to allow for competition?

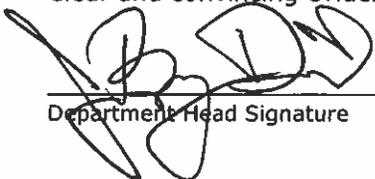
YES

NO

Detail all research performed to determine there is only one source for this item. Include a list of names and vendors contacted that may provide similar products and a summary of their response.

Because they manufacture this system-<<To match existing >>

Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase:



Department Head Signature



H&L Instruments, LLC
 PO Box 580
 34 Post Road
 North Hampton, NH 03862-0580
 USA
 DUNS # 09-255-8931
 603-964-1818
www.hlinstruments.com

Quotation

Quote Date: 11/11/2022

Quote ID: QTE-02157

Sales Representative:

Quote To: **City of St. George**
 175 East 200 North
 St. George, UT 84770
 USA

Ship To: **City of St George**
 795 E. Redhills Pky
 St. George, UT 84770

Contact: **Al Woodcock**
 Phone: 435-703-0906
 Fax: 435-634-5834

Customer Reference	Lead Time	Quote Expiration Date			
2nd year Order					
Terms	Tax Status	FOB Point	Ship Via	Preferred Carrier	Freight
Net 30	Not Exempt	Origin			Billed

Line	Quantity	Part - Description	UM	Unit Price	Extension
1	1.0000	570:570-ES-16-77-15 570 w/Ethernet, SLIC,1310nm, 7 RS-232, 1 RS232/485 ports, 120Vac/125Vdc	EA	4,500.0000	\$4,500.00
2	12.0000	570:570-E-8-77-15 570E-8 Fiberoptic Xcvr, 1310nm SFP, Ethernet, 7 RS-232, 1 RS232/485 ports,120Vac/125Vdc	EA	4,500.0000	\$54,000.00

11/11/2022 8:43:17 AM BOB - Network Upgrade Project - 34 total 570E units (OVER 2 YEARS - 2022 and 2023) QTE-02153 - 1st Year

Line Item Sub Total: \$58,500.00
Service Charge Total: \$0.00
Total Before Tax: \$58,500.00

1st year budget - \$94,000.00 (shown on this quote -QTE 02153)
 - 11 units 16 port WITH SLIC 130Vdc
 -8 units 8 port NO SLIC 130Vdc
 -2 units 8 port NO SLIC 18-75Vdc
 =21 total units for 1st year budget - \$94,000.00

2nd year budget - \$58,500.00 (shown on second quote - QTE 02157)
 -1 unit 16 port WITH SLIC 130Vdc
 -12 units 8 port NO SLIC 130Vdc
 =13 total units for 2nd year budget - \$58,500.00

Quoted by: x _____
 (Authorized agent of H&L Instruments, LLC)

Accepted by: x _____
 (Authorized agent of City of St. George)

ne Item #2 from Quote #QTE-02153

ib Landman <rlandman@hlinstruments.com>
ply-To: Bob Landman <rlandman@hlinstruments.com>
: Charles Woodcock <al.woodcock@sgcity.org>

Al,

The components parts prices in your city's 1st Year Purchase Order # 23-0044 (H&L Sales Order SO-12567) have been purchased.

The prices on this sales order will remain the same at least until August 1st, 2023.

Best regards,

Bob

H&L Instruments, LLC - VISUAL Jobshop Premier v5.5.7 - [Sales Order :: SO-12567]

File Edit View Browse Tools Navigate Language Window Help

Sales Order | Browse

Order ID	SO-12567	Sold to	City of St. George 175 East 200 North St. George, UT 84770 USA	Ship to	City of St. George 795 E. Redhills Pky St. George, UT 84770	Last Modified by	BOB on 1/31/2023 12:33
Customer ID	City of St. George, UT					Last Ship'd Date	
Order Date	1/31/2023					Printed Date	1/31/2023 12:05:58 PM
Desired Ship Date	1/31/2023					Quote ID	QTE-02153
Purchase Order No	1st year order 23-0044					Shipped Amount	\$0.00
Status	Released						
Promised Date	7/13/2023						

Order Lines | Sold To | Ship To | Other | Specs | Notes | Charges | Taxes | Shippers/Invoices

Line No	PO Line No	Line Status	Line Desired Ship Date	Avail to Promise (stk U/M)	Order Qty	Shipped Qty	<Part ID>	Description	<U/M>	Unit Price	Trade Disc%
1		Open		11	11	0	570-570-ES-16-77-15	570 w/Ethernet, SLIC, 1310nm, 7 EA	EA	\$4,500.0000	0.000000
2		Open		11	8	0	570-570-E-8-77-15	570E-8 Fiberoptic Xcvr, 1310nm	EA	\$4,500.0000	0.000000
3		Open		2	2	0	570-570-E-8-77-75	570E-8 Fiberoptic Xcvr, 1310nm	EA	\$4,500.0000	0.000000

*
4

Sales Rep ID		Terms ID	Net 30	Net 30
Sales Territory ID		Freight Terms	Billed	
FOB Point ID	Origin	Discount Class ID		
Ship Via ID		Tax Group ID		
Carrier ID		Receivables Acct ID		

Quote New
Sales Order :: SO-12567
Parts :: 570:570-ES-16-77-15

BOB 192.1

Bob Landman
President
Life Senior Member, IEEE
H&L Instruments, LLC
PO Box 580
34 Post Road
North Hampton, NH 03862
tel (603) 964-1818 (voice mail)
cell (603) 502-0587
www.hlinstruments.com

From: Charles Woodcock [mailto:al.woodcock@sgcity.org]
Sent: Thursday, July 13, 2023 9:48 AM
To: Robert Landman
Subject: Line Item #2 from Quote #QTE-02153

Quoted text hidden)
Disclaimer: The information contained in this e-mail is legally privileged and/or confidential information intended only for the receipt by and use of the individual or entity to whom or which it is addressed. If you are not the intended recipient, you are hereby notified that any copying or distribution of this information is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this message from your computer. Thank you.

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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JUNE 15, 2023 5:00 P.M.
CITY COUNCIL CHAMBERS**

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PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner

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STAFF MEMBERS PRESENT:

City Manager John Willis
Assistant City Manager Deanna Brklacich
City Attorney Tani Downing
City Recorder Christina Fernandez
Administrative Services Director Trevor Coombs
Budget and Financial Planning Manager Robert Myers
Assistant Budget Manager Chad Moultrie
Parks and Community Services Director Shane Moore
Planner Dan Boles
Planner Carol Winner
Public Works Director Cameron Cutler

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OTHERS PRESENT:

Several residents

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Deanna Martin with the St. George Interfaith Council and The Pledge of Allegiance to the Flag was led by Councilmember Larsen.

Link to call to order, invocation, and flag salute: [00:00:00](#) [Recording 1]

MAYOR'S RECOGNITIONS AND UPDATES:

Link to Mayor Randall recognizing resident Guy Bennett; the award was accepted by Mr. Bennett: [00:01:50](#) [Recording 1]

PROCLAMATION:

Read a proclamation proclaiming June 19-25, 2023 as Amateur Radio Week.

Link to Councilmember Larkin reading a proclamation proclaiming June 19-25, 2023 as Amateur Radio Week; the proclamation was accepted by Ric Wayman: [00:04:50](#) [Recording 1]

[Agenda Packet \[Page 11\]](#)

5 **PROCLAMATION:**

6 **Read a proclamation proclaiming June 26–July 4, 2023 as Liberty Week.**

7
8 Link to Mayor Randall reading a proclamation proclaiming June 26-July 4, 2023 as
9 Liberty Week; the proclamation was accepted by Shannon Bowler: [00:07:58](#)
10 [Recording 1]

11
12 [Agenda Packet \[Page 12\]](#)
13

14 **CONSENT CALENDAR:**

15 **a. Consider approval of a change order to a contract with Automation 'N**
16 **Controls for additional services at the wastewater treatment plant.**

17
18 BACKGROUND and RECOMMENDATION: The Water Services Department has a
19 Professional Services Agreement with Automation 'N Controls for services
20 rendered at the wastewater treatment plant. These services include the design
21 and implementation of a new automation and controls system for the upgraded
22 wastewater treatment plant, as well as some troubleshooting, maintenance, and
23 replacement of existing SCADA components in the older portion of the plant. The
24 PSA is for work to be completed in FY23. Additional services were required to
25 maintain and replace existing SCADA components. Staff recommends approval.
26

27 **b. Consider approval of a construction contract for the installation of**
28 **irrigation lines on and near 1450 South and the construction of a**
29 **replacement irrigation tank for the Existing Hidden Valley Tank.**

30
31 BACKGROUND and RECOMMENDATION: The irrigation lines to be installed on
32 1450 South and 2780 East is the final connection needed to connect the
33 Sandberg Pond Irrigation Zone to the Irrigation line in 3000 East. This will allow
34 irrigation water to be served South along 3000 East to 2450 South. The existing
35 Hidden Valley Steel Tank is undersized for and is a steel tank that requires
36 extensive maintenance. Staff proposes building a new larger concrete tank that
37 will be hidden behind the BAT Tank. Staff recommends approval.
38

39 **c. Consider the approval of the fourth amendment to the Engineering**
40 **Agreement with Jviation dated September 23, 2021 for the South**
41 **Taxiway and Apron project construction.**

42
43 BACKGROUND and RECOMMENDATION: This project is for the South Apron and
44 Taxiway Connector project construction phase. Staff recommends approval.
45

46 **d. Consider approval of the fifth amendment to the Engineering Agreement**
47 **with Jviation dated September 23, 2021 for Reconstruction and Expand**
48 **Terminal Apron Project.**

49
50 BACKGROUND and RECOMMENDATION: AIP-45 Reconstruct and Expand
51 Terminal Apron project - Construction Phase - grant was applied for and
52 approved by Mayor Randall on March 6, 2023, however, the city has not yet
53

5 received the grant award. This project will be for the reconstruction and
6 expanding the terminal apron. Staff recommends approval.
7

- 8 **e. Consider approval of the minutes from the meetings held on May 2,**
9 **2023; May 4, 2023 work meeting; May 4, 2023 regular meeting; May 11,**
10 **2023 work meeting; May 11, 2023 regular meeting; May 18, 2023; May**
11 **25, 2023 joint RDA meeting; May 25, 2023; June 1, 2023; June 8, 2023**
12 **joint RDA meeting; and June 8, 2023.**
13

14 Link to presentation from City Manager John Willis: [00:10:40](#) [Recording 1]

15 [Agenda Packet \[Page 13\]](#)
16

17 Link to motion: [00:11:10](#) [Recording 1]
18

19 **MOTION:**

20 A motion was made by Councilmember Larkin to approve the consent
21 calendar as presented.
22

23 **SECOND:**

24 The motion was seconded by Councilmember McArthur.
25

26 **VOTE:**

27 Mayor Randall called for a vote, as follows:

28 Councilmember Hughes – aye
29 Councilmember McArthur – aye
30 Councilmember Larkin – aye
31 Councilmember Larsen – aye
32 Councilmember Tanner – aye
33

34 The vote was unanimous and the motion carried.
35

36 **PUBLIC HEARING/NON-RECIPROCAL TRANSFERS FOR UNBILLED UTILITY**

37 **SERVICES:**

38 **Public hearing to review and take public comment regarding non-reciprocal**
39 **transfers for unbilled utility services from the Electric, Water, and Sewer**
40 **Funds to other City Funds.**
41

42 BACKGROUND and RECOMMENDATION: The City of St. George has funds that
43 operate as business-type funds, providing water, energy, and sewer collection and
44 treatment services to customers and charging fees based upon consumption (usage)
45 at rates established by the St. George City Council. Most city-owned facilities are
46 charged for these services, but some services are provided at no cost to the City. No
47 action is required.
48

49 Link to presentation from Administrative Services Director Trevor Coombs, including
50 discussion between the City Council, and Mr. Coombs: [00:11:26](#) [Recording 1]
51

52 [Agenda Packet \[Page 185\]](#)
53

4
5 Link to public hearing: [00:17:18](#) [Recording 1]

6
7 Link to comments from resident John Miles: [00:17:33](#) [Recording 1]

8
9 Link to comments from resident Dan Cooper, including comments from Mayor
10 Randall: [00:19:40](#) [Recording 1]

11
12 Link to comments from resident Kenneth Hinton: [00:23:55](#) [Recording 1]

13
14 Link to comments from resident Richard Falconer: [00:25:26](#) [Recording 1]

15
16 **PUBLIC HEARING/PROPOSED TRANSFERS FROM ENTERPRISE FUNDS TO OTHER**
17 **FUNDS:**

18 **Public hearing to review and take public comment regarding the proposed**
19 **transfers from Enterprise (Business-type) Funds to Other Funds included in**
20 **the recommended fiscal year 2023-2024 budget.**

21
22 BACKGROUND and RECOMMENDATION: The General Fund provides administrative
23 and overhead support to the enterprise (business-type) funds. These services
24 include utility billing, payment collection, and customer service functions, as well as
25 indirect costs for human resources, legal, technology, fleet maintenance, and other
26 administrative services. If these functions were not provided by the General Fund,
27 the enterprise funds would need to hire additional employees and pay the direct
28 personnel, materials and supplies, and equipment costs and/or hire consultants and
29 pay their fees. No action is required.

30
31 Link to presentation from Budget and Financial Planning Manager Robert Myers:
32 [00:26:35](#) [Recording 1]

33
34 [Agenda Packet \[Page 187\]](#)

35
36 Link to public hearing: [00:29:05](#) [Recording 1]

37
38 **AMEND AND ADOPT FEES FOR VARIOUS SERVICES AND RECREATIONAL**
39 **ACTIVITIES/RESOLUTION:**

40 **Consider approval of a resolution amending and adopting fees for various**
41 **services and recreational activities.**

42
43 BACKGROUND and RECOMMENDATION: Each year the City reviews its services and
44 fees associated to ensure sufficiency of fee coverage. The City has recognized some
45 areas where fee increases are necessary to cover related costs. Increased fees will
46 become effective on July 1, 2023. Staff recommends approval of the resolution.

47
48 Link to presentation from Assistant Budget Manager Chad Moultrie, including
49 comments from Mayor Randall and discussion between the City Council and Mr.
50 Moultrie: [00:29:30](#) [Recording 1]

51
52 [Agenda Packet \[Page 191\]](#)
53

4
5 Link to motion: [00:35:40](#) [Recording 1]
6

7 **MOTION:**

8 A motion was made by Councilmember Larkin to approve the resolution
9 amending and adopting fees for various services and recreational activities,
10 with the removal of the proposed fee changes for the Electric Theater.

11 **SECOND:**

12 The motion was seconded by Councilmember Larsen.

13 **VOTE:**

14 Mayor Randall called for a roll call vote, as follows:

15
16 Councilmember Hughes – aye
17 Councilmember McArthur – aye
18 Councilmember Larkin – aye
19 Councilmember Larsen – aye
20 Councilmember Tanner – aye

21
22 The vote was unanimous and the motion carried.

23
24 Link to resident Kimball Willard asking a question and Mayor Randall answering the
25 question: [00:36:22](#) [Recording 1]
26

27 **PUBLIC HEARING/ADOPT FINAL FY 2023-2024 BUDGET/RESOLUTION:**

28 **Public hearing to receive input on the Fiscal Year 2023-2024 Budget and**
29 **consideration of a resolution to formally adopt the Final FY 2023-2024**
30 **Budget.**

31
32 BACKGROUND and RECOMMENDATION: The preliminary Fiscal Year 2023-2024 City
33 Manager Recommended Budget was presented during the May 4th City Council
34 meeting and has been available on the City's website and in the City Recorder's
35 Office. State Law requires at least one public hearing to receive citizen input before
36 formally adopting the City's final annual budget, and also requires the budget be
37 adopted on or before June 30th. This year the city will hold two public hearings to
38 take citizen input. The first hearing was held on June 1, 2023 and this hearing will be
39 the second public hearing. This year the City Council held multiple full day work
40 meetings on the FY 2023-2024 budget beginning with the Goals and Budget Retreats
41 on February 9th and 23rd and ending with review of the preliminary Fiscal Year
42 2023-2024 City Manager Recommended Budget on May 18th. Tonight's item also
43 includes consideration of amendments to the preliminary budget which if approved
44 will be incorporated into the Final Fiscal Year 2023-2024 Budget. Staff recommends
45 opening a public hearing to receive input on the proposed Fiscal Year 2023-2024
46 Budget and approval of the resolution to adopt the Final Fiscal Year 2023-2024
47 Budget, including amendments discussed and agreed to by the Mayor and City
48 Council during tonight's meeting.

49
50 Link to presentation from Budget and Financial Planning Manager Robert Myers,
51 including discussion between the City Council, and Mr. Myers: [00:36:30](#) [Recording
52 1]
53

4
5 [Agenda Packet \[Page 227\]](#)
6

7 Link to public hearing: [00:52:54](#) [Recording 1]
8

9 Link to comments from resident Paula Smith, including clarifications from Mayor
10 Randall and Budget and Financial Planning Manager Robert Myers: [00:53:12](#)
11 [Recording 1]
12

13 Link to comments from resident Richard Falconer, including comments from Mayor
14 Randall: [00:55:37](#) [Recording 1]
15

16 Link to comments from resident Kimball Willard, including comments from Mayor
17 Randall and Budget and Financial Planning Manager Robert Myers: [00:57:20](#)
18 [Recording 1]
19

20 Link to comments from resident Zachary Ray: [01:03:46](#) [Recording 1]
21

22 Link to comments from resident Curt Gordon, including comments from Mayor
23 Randall: [01:04:50](#) [Recording 1]
24

25 Link to comments from resident Craig Morley: [01:06:47](#) [Recording 1]
26

27 Link to comments from Mayor Randall and the City Council regarding the retirement
28 of Assistant City Manager Deanna Brklacich: [01:10:48](#) [Recording 1]
29

30 Link to comments from Councilmember Hughes: [01:16:38](#) [Recording 1]
31

32 Link to comments from Mayor Randall: [01:19:48](#) [Recording 1]
33

34 Link to comments from Councilmember Tanner: [01:21:56](#) [Recording 1]
35

36 Link to comments from Councilmember McArthur: [01:26:50](#) [Recording 1]
37

38 Link to additional comments from Councilmember Tanner: [01:33:06](#) [Recording 1]
39

40 Link to comments from Councilmember Larsen: [01:33:34](#) [Recording 1]
41

42 Link to comments from Councilmember Larkin: [01:38:10](#) [Recording 1]
43

44 Link to motion: [01:41:57](#) [Recording 1]
45

46 **MOTION:**

47 A motion was made by Councilmember Larkin to approve the resolution to
48 formally adopt the Final FY 2023-2024 Budget, including the amendments
49 received from Budget and Financial Planning Manager.

50 **SECOND:**

51 The motion was seconded by Councilmember Hughes.

52 **VOTE:**

53 Mayor Randall called for a roll call vote, as follows:

4
5 Councilmember Hughes – aye
6 Councilmember McArthur – aye
7 Councilmember Larkin – aye
8 Councilmember Larsen – aye
9 Councilmember Tanner – nay

10
11 The motion carried.

12
13 Mayor Randall called for a short recess.

14
15 **ADOPT TAX RATE FOR THE 2023 TAX YEAR/RESOLUTION:**

16 **Consider approval of a resolution adopting the tax rate for the 2023 tax year**
17 **(2024 fiscal year) and levying taxes upon all real and personal property**
18 **within the City of St. George.**
19

20 BACKGROUND and RECOMMENDATION: State Law requires that the city adopt the
21 Certified Tax Rate (CTR) on or before June 22nd of each year. The Certified Tax
22 Rate is the property tax rate that if adopted would raise the same amount of
23 property tax revenue as was budgeted for the City in the prior fiscal year from
24 existing residents. The Certified Tax Rate is deposited into the City's General Fund
25 and is used to fund core city services provided to our residents including police, fire,
26 911 dispatch, street and traffic signal maintenance, parks and trails maintenance and
27 general administration and support. The Certified Tax Rate is calculated by the State
28 Property Tax Commission and Washington County Clerk Auditor's Office and is
29 provided to the City each year in early June. For TY 2023 (FY 2024) the Certified
30 Tax Rate is 0.000670, which is a decrease of -2.05% from the TY 2022 (FY 2023)
31 Adopted Tax Rate. Staff recommends approval of the resolution adopting the TY
32 2023 (FY 2024) Certified Tax Rate. Staff recommends approval of the resolution
33 adopting the TY 2023 (FY 2024) Certified Tax Rate.
34

35 Link to presentation from Budget and Financial Planning Manager Robert Myers,
36 including comments from the City Council: [00:00:50](#) [Recording 2]

37
38 [Agenda Packet \[Page 236\]](#)
39

40 Link to motion: [00:02:34](#) [Recording 2]
41

42 **MOTION:**

43 A motion was made by Councilmember McArthur to approve the resolution
44 adopting the tax rate for the 2023 tax year (2024 fiscal year) and levying
45 taxes upon all real and personal property within the City of St. George.

46 **SECOND:**

47 The motion was seconded by Councilmember Larkin.

48 **VOTE:**

49 Mayor Randall called for a roll call vote, as follows:
50

51 Councilmember Hughes – aye
52 Councilmember McArthur – aye
53 Councilmember Larkin – aye

5 Councilmember Larsen – aye
6 Councilmember Tanner – aye
7

8 The vote was unanimous and the motion carried.
9

10 **PUBLIC HEARING/AMEND THE FY 2022-2023 BUDGET/RESOLUTION:**
11 **Public hearing and consideration of a resolution to review and approve**
12 **amendments to the Fiscal Year 2022-23 Budget.**
13

14 BACKGROUND and RECOMMENDATION: State statute requires a public hearing
15 when changes are requested to the City's budget. Staff typically bring budget
16 openings forward to the City Council for consideration on a quarterly basis based on
17 changes that occur during the fiscal year. Staff recommends taking public comment
18 and approval of the resolution.
19

20 Link to presentation from Budget and Financial Planning Manager Robert Myers,
21 including discussion between the City Council, Mr. Myers, Parks and Community
22 Services Director Shane Moore, City Manager John Willis, and Mayor Randall:
23 [00:03:05](#) [Recording 2]
24

25 [Agenda Packet \[Page 239\]](#)
26

27 Link to public hearing: [00:21:42](#) [Recording 2]
28

29 Link to comments from resident Kimball Willard, including comments from Budget
30 and Financial Planning Manager Robert Myers and Administrative Services Director
31 Trevor Coombs: [00:22:01](#) [Recording 2]
32

33 Link to motion: [00:25:20](#) [Recording 2]
34

35 **MOTION:**

36 A motion was made by Councilmember Larkin to approve the resolution to
37 review and approve amendments to the Fiscal Year 2022-23 Budget as
38 presented.
39

40 **SECOND:**

41 The motion was seconded by Councilmember Larsen.

42 **VOTE:**

43 Mayor Randall called for a roll call vote, as follows:
44

45 Councilmember Hughes – aye
46 Councilmember McArthur – aye
47 Councilmember Larkin – aye
48 Councilmember Larsen – aye
49 Councilmember Tanner – nay

50 The motion carried.
51

5 **APPOINT REPRESENTATIVES FOR UAMPS/RESOLUTION:**

6 **Consider approval of a resolution naming Brian Jeppson as the**
7 **representative and Bryan Dial as the alternate representative for UAMPS.**
8

9 BACKGROUND and RECOMMENDATION: Laurie Mangum is currently the
10 representative and Brian Jeppson is currently the alternate representative. Since Ms.
11 Mangum is retiring, staff recommends naming Brian Jeppson to replace her as the
12 representative and Bryan Dial as the alternate representative. Staff recommends
13 approval of the resolution.
14

15 Link to presentation from City Manager John Willis: [00:26:07](#) [Recording 2]

16 [Agenda Packet \[Page 245\]](#)
17

18 Link to motion: [00:26:30](#) [Recording 2]
19

20 **MOTION:**

21 A motion was made by Councilmember McArthur to approve the resolution
22 naming Brian Jeppson as the representative and Bryan Dial as the alternate
23 representative for UAMPS.
24

25 **SECOND:**

26 The motion was seconded by Councilmember Larsen.
27

28 **VOTE:**

29 Mayor Randall called for a roll call vote, as follows:

30 Councilmember Hughes – aye
31 Councilmember McArthur – aye
32 Councilmember Larkin – aye
33 Councilmember Larsen – aye
34 Councilmember Tanner – aye
35

36 The vote was unanimous and the motion carried.
37

38 **ZONE CHANGE/ORDINANCE:**

39 **Consider approval of an ordinance to change the zone from A-20**
40 **(Agricultural, 20-Acre Minimum Lot Size) to PD-R (Planned Development**
41 **Residential) on approximately 15.97 acres located along Desert Canyons**
42 **Parkway to allow for a single-family residential development. Case No.**
43 **2023-ZC-008**
44

45 BACKGROUND and RECOMMENDATION: The property is in the Desert Canyons
46 Master Plan. The original master plan was approved in 2007 and has several
47 approved amendments. The Planning Commission held a public hearing and
48 reviewed this item and recommended approval with no conditions with a vote of 4-0.
49

50 Link to presentation from Planner Carol Winner: [00:27:01](#) [Recording 2]

51 [Agenda Packet \[Page 247\]](#)
52
53

4
5 **AND**

6
7 **AMEND PD-R/ORDINANCE:**

8 **Consider approval of an ordinance amending and expanding an approved**
9 **PD-R (Planned Development Residential) on approximately 25.06 acres**
10 **located along Desert Canyons Parkway for the purpose of developing 142**
11 **single family homes for a project to be known as Desert Reflections at**
12 **Desert Canyons. Case No. 2023-PDA-007**

13
14 BACKGROUND and RECOMMENDATION: The property is in the Desert Canyons
15 Master Plan. The original master plan was approved in 2007 and has several
16 approved amendments. This amendment is to create 142 lot single family residential
17 subdivision on 25.06 acres. The Planning Commission reviewed this item and held a
18 public hearing with no comments. The Planning Commission recommended
19 approval with a vote of 4-0.

20
21 Link to presentation from Planner Carol Winner: [00:29:20](#) [Recording 2]

22
23 [Agenda Packet \[Page 283\]](#)

24
25 **AND**

26
27 **PRELIMINARY PLAT:**

28 **Consider approval of a preliminary plat for Desert Reflections at Desert**
29 **Canyons, a 142-lot single family residential subdivision on 25.06 acres**
30 **located along Desert Canyons Parkway. Case No 2023-PP-017**

31
32 BACKGROUND and RECOMMENDATION: This is a proposed preliminary plat located
33 in the Desert Canyons development for 142 single family lots on 25.06 acres. The
34 Planning Commission reviewed the plat and recommended approval to the City
35 Council with a vote of 4-0.

36
37 Link to presentation from Planner Carol Winner, including discussion between the
38 City Council, and Ms. Winner: [00:30:55](#) [Recording 2]

39
40 [Agenda Packet \[Page 305\]](#)

41
42 Link to motion: [00:33:15](#) [Recording 2]

43
44 **MOTION:**

45 A motion was made by Councilmember Tanner to approve the ordinance to
46 change the zone from A-20 (Agricultural, 20-Acre Minimum Lot Size) to PD-R
47 (Planned Development Residential) on approximately 15.97 acres located
48 along Desert Canyons Parkway to allow for a single-family residential
49 development.

50 **SECOND:**

51 The motion was seconded by Councilmember Larkin.

52 **VOTE:**

53 Mayor Randall called for a roll call vote, as follows:

4
5 Councilmember Hughes – aye
6 Councilmember McArthur – aye
7 Councilmember Larkin – aye
8 Councilmember Larsen – aye
9 Councilmember Tanner – aye

10
11 The vote was unanimous and the motion carried.

12
13 Link to motion: [00:33:45](#) [Recording 2]
14

15 **MOTION:**

16 A motion was made by Councilmember Larsen to approve the ordinance
17 amending and expanding an approved PD-R (Planned Development
18 Residential) on approximately 25.06 acres located along Desert Canyons
19 Parkway for the purpose of developing 142 single family homes for a project
20 to be known as Desert Reflections at Desert Canyons.

21 **SECOND:**

22 The motion was seconded by Councilmember Tanner.

23 **VOTE:**

24 Mayor Randall called for a roll call vote, as follows:

25
26 Councilmember Hughes – aye
27 Councilmember McArthur – aye
28 Councilmember Larkin – aye
29 Councilmember Larsen – aye
30 Councilmember Tanner – aye

31
32 The vote was unanimous and the motion carried.

33
34 Link to motion: [00:34:33](#) [Recording 2]
35

36 **MOTION:**

37 A motion was made by Councilmember Hughes to approve the preliminary
38 plat for Desert Reflections at Desert Canyons.

39 **SECOND:**

40 The motion was seconded by Councilmember McArthur.

41 **VOTE:**

42 Mayor Randall called for a vote, as follows:

43
44 Councilmember Hughes – aye
45 Councilmember McArthur – aye
46 Councilmember Larkin – aye
47 Councilmember Larsen – aye
48 Councilmember Tanner – aye

49
50 The vote was unanimous and the motion carried.

51
52 Mayor Randall called for a recess.
53

5 **ZONE CHANGE/ORDINANCE:**

6 **Consider approval of an ordinance to change the zone from R-1-40 (Single**
7 **Family Residential minimum 40,000 sq. ft. lot size) and M&G (Mining and**
8 **Grazing) to R-1-20 (Single Family Residential minimum 20,000 sq. ft. lot**
9 **size) on approximately 74.098 acres located south of the existing Tonaquint**
10 **Terrace Subdivision to allow for a 75-lot single family residential**
11 **development. Case No 2023-ZC-003**
12

13 BACKGROUND and RECOMMENDATION: In May of 2006 the General Plan was
14 changed from OS (Open Space) to VLDR (Very Low Density Residential) and zoned
15 R-1-40 (Single Family Residential 40,000 sq ft minimum lot size) there was also a
16 site plan for the Tonaquint Heights development. Tonaquint Heights Phases 1-3
17 have been built. On May 4th of this year there was a General Plan Amendment that
18 changed the General Plan from VLDR (Very Low Density Residential) to LDR (Low
19 Density Residential). The reason for this change and for the proposed zoning change
20 is the city code was updated in 2019. With the changes to the code phases 4-7 of
21 Tonaquint Heights could not comply. The applicant is requesting to change the zone
22 to finish Tonaquint Heights Ph. 4-7. The Planning Commission held a public hearing
23 and recommended approval with a vote of 5-0 and no conditions.
24

25 Link to presentation from Planner Carol Winner, including comments from
26 Councilmember McArthur: [00:00:00](#) [Recording 3]
27

28 [Agenda Packet \[Page 313\]](#)
29

30 Link to motion: [00:03:43](#) [Recording 3]
31

32 **MOTION:**

33 A motion was made by Councilmember Tanner to approve the ordinance to
34 change the zone from R-1-40 (Single Family Residential minimum 40,000 sq.
35 ft. lot size) and M&G (Mining and Grazing) to R-1-20 (Single Family
36 Residential minimum 20,000 sq. ft. lot size) on approximately 74.098 acres
37 located south of the existing Tonaquint Terrace Subdivision to allow for a 75-
38 lot single family residential development.

39 **SECOND:**

40 The motion was seconded by Councilmember Larsen.

41 **VOTE:**

42 Mayor Randall called for a roll call vote, as follows:
43

44 Councilmember Hughes – aye
45 Councilmember McArthur – aye
46 Councilmember Larkin – aye
47 Councilmember Larsen – aye
48 Councilmember Tanner – aye
49

50 The vote was unanimous and the motion carried.
51

5 **PD-R AMENDMENT/ORDINANCE:**

6 **Consider approval of an ordinance amending an approved PD-R (Planned**
7 **Development Residential) on approximately 34.26 acres known as Planning**
8 **Area 1 (PA-1) in the Divario development agreement master plan with site**
9 **plan and elevations and conditions of approval from the Planning**
10 **Commission. Case No. 2023-PDA-004**

11
12 BACKGROUND and RECOMMENDATION: In 2021, the City Council approved a zone
13 change on the subject property from R-1-10 to PD-R. The proposed Planned
14 Development was for 500 residential units. The applicant now desires to amend the
15 layout of the site and the elevations of the buildings and reduce the number of units
16 to 464 units. As such, the site is required to go through the PD amendment process.
17 The Planning Commission held a public hearing on the request and recommended to
18 forward a positive recommendation to City Council with a 6-0 vote.
19

20 Link to presentation from Planner Dan Boles, including discussion between the City
21 Council and Public Works Director Cameron Cutler: [00:04:24](#) [Recording 3]

22
23 [Agenda Packet \[Page 328\]](#)
24

25 **AND**

26
27 **PRELIMINARY PLAT:**

28 **Consider approval of a preliminary plat for Circolo Villas (Divario PA-1), a 3-**
29 **lot multi-family residential subdivision on approximately 34.26 acres**
30 **generally located southeast of the Gap Canyon Parkway and 1790 West**
31 **intersection; zoning is PD-R (Planned Development Residential). Case No.**
32 **2023-PP-011**
33

34 BACKGROUND and RECOMMENDATION: This preliminary plat is intended to
35 accompany the PDA (Planned Development Amendment) for Circolo Villas. This
36 property has not been properly subdivided, but this application will correct that by
37 creating three legal lots. The Planning Commission held a public meeting and has
38 forwarded a positive recommendation for the application with a 6-0 vote.
39

40 Link to presentation from Planner Dan Boles including discussion between the City
41 Council and Mr. Boles: [00:13:14](#) [Recording 3]

42
43 [Agenda Packet \[Page 363\]](#)
44

45 Link to motion: [00:15:17](#) [Recording 3]
46

47 **MOTION:**

48 A motion was made by Councilmember Larkin to approve the ordinance
49 amending an approved PD-R (Planned Development Residential) on
50 approximately 34.26 acres known as Planning Area 1 (PA-1) in the Divario
51 development agreement master plan with site plan and elevations and
52 conditions of approval from the Planning Commission.
53

5 **SECOND:**

6 The motion was seconded by Councilmember Larsen.

7 **VOTE:**

8 Mayor Randall called for a roll call vote, as follows:
9

10 Councilmember Hughes – aye
11 Councilmember McArthur – aye
12 Councilmember Larkin – aye
13 Councilmember Larsen – aye
14 Councilmember Tanner – aye
15

16 The vote was unanimous and the motion carried.
17

18 Link to motion: [00:15:54](#) [Recording 3]
19

20 **MOTION:**

21 A motion was made by Councilmember McArthur to approve the preliminary
22 plat for Circolo Villas (Divario PA-1), a 3-lot multi-family residential
23 subdivision on approximately 34.26 acres generally located southeast of the
24 Gap Canyon Parkway.
25

26 **SECOND:**

27 The motion was seconded by Councilmember McArthur.

28 **VOTE:**

29 Mayor Randall called for a vote, as follows:
30

31 Councilmember Hughes – aye
32 Councilmember McArthur – aye
33 Councilmember Larkin – aye
34 Councilmember Larsen – aye
35 Councilmember Tanner – aye
36

37 The vote was unanimous and the motion carried.
38

39 **PRELIMINARY PLAT AMENDMENT:**

40 **Consider approval of an amendment to the Moorland Park Subdivision,**
41 **Phases 5 and 8 preliminary plat to include six additional lots on**
42 **approximately 2.49 acres located north of 2580 East at approximately 930**
43 **South in the R-1-10 Single-Family Residential zoning district. Case No.**
44 **2023-PP-018**

45 BACKGROUND and RECOMMENDATION: A preliminary plat was approved on the
46 subject property in December of 2018. At that time, it was thought that a city park
47 would be developed on the property. Since that time, the park has been moved to
48 the north and reduced in size freeing up the subject parcel. As such, the applicant
49 would like to develop the property into six new residential lots. The Planning
50 Commission held a public meeting and recommended approval of the application
51 with a 6-0 vote.
52
53

5 Link to presentation from Planner Dan Boles, including discussion between the City
6 Council, Mr. Boles, and City Manager John Willis: [00:16:30](#) [Recording 3]
7

8 [Agenda Packet \[Page 374\]](#)
9

10 Link to motion: [00:20:12](#) [Recording 3]
11

12 **MOTION:**

13 A motion was made by Councilmember McArthur to approve the amendment
14 to the Moorland Park Subdivision, Phases 5 and 8 preliminary plat to include
15 six additional lots on approximately 2.49 acres located north of 2580 East at
16 approximately 930 South in the R-1-10 Single-Family Residential zoning
17 district.

18 **SECOND:**

19 The motion was seconded by Councilmember Larsen.

20 **VOTE:**

21 Mayor Randall called for a vote, as follows:
22

23 Councilmember Hughes – aye
24 Councilmember McArthur – aye
25 Councilmember Larkin – aye
26 Councilmember Larsen – aye
27 Councilmember Tanner – aye
28

29 The vote was unanimous and the motion carried.
30

31 **HILLSIDE DEVELOPMENT PERMIT:**

32 **Consider approval of a Hillside Development Permit to allow development**
33 **on a portion of lot 3 of the existing Banded Hills subdivision; lot 3 is**
34 **currently restricted due to potential rockfall hazard line. Case No. 2023-HS-**
35 **005.**
36

37 BACKGROUND and RECOMMENDATION: The applicant's desire is to be able to build
38 a home on lot 3 that encroaches into the current area that is labeled as non-
39 buildable. If the request for a hillside development permit is granted, the applicant
40 will need to submit an amended plat to adjust the boundary of the no build area.
41 The Hillside Committee and the Planning Commission both reviewed this item and
42 recommended approval of the Hillside permit. The Planning Commission voted 6-0
43 for approval with no conditions.
44

45 Link to presentation from Planner Carol Winner, including discussion between the
46 City Council, Mayor Randall, and Ms. Winner: [00:20:45](#) [Recording 3]
47

48 [Agenda Packet \[Page 386\]](#)
49

50 Link to motion: [00:24:20](#) [Recording 3]
51
52

4
5 **MOTION:**

6 A motion was made by Councilmember Larsen to approve the Hillside
7 Development Permit to allow development on a portion of lot 3 of the existing
8 Banded Hills subdivision.

9 **SECOND:**

10 The motion was seconded by Councilmember Larkin.

11 **VOTE:**

12 Mayor Randall called for a vote, as follows:

13
14 Councilmember Hughes – aye
15 Councilmember McArthur – aye
16 Councilmember Larkin – aye
17 Councilmember Larsen – aye
18 Councilmember Tanner – aye

19
20 The vote was unanimous and the motion carried.

21
22 **ADJOURN TO THE NEIGHBORHOOD REDEVELOPMENT AGENCY MEETING:**

23 Link to motion: [00:24:50](#) [Recording 3]

24
25 **MOTION:**

26 A motion was made by Councilmember McArthur to adjourn to the
27 Neighborhood Redevelopment Agency Meeting.

28 **SECOND:**

29 The motion was seconded by Councilmember Tanner.

30 **VOTE:**

31 Mayor Randall called for a vote, as follows:

32
33 Councilmember Hughes – aye
34 Councilmember McArthur – aye
35 Councilmember Larkin – aye
36 Councilmember Larsen – aye
37 Councilmember Tanner – aye

38
39 The vote was unanimous and the motion carried.

40
41 **APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:**

42 No appointments were made.

43
44 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

45 Link to reports from Councilmember Larkin: [00:00:17](#) [Recording 4]

46
47 **ADJOURN TO A CLOSED MEETING:**

48 **Request a closed session to discuss litigation, security, property**
49 **acquisition or sale or the character and professional competence or**
50 **physical or mental health of an individual.**

51
52 Link to motion: [00:02:38](#) [Recording 4]
53

4
5 **MOTION:**

6 A motion was made by Councilmember Larkin to adjourn to a closed meeting
7 to discuss litigation.

8 **SECOND:**

9 The motion was seconded by Councilmember McArthur.

10 **VOTE:**

11 Mayor Randall called for a vote, as follows:

12
13 Councilmember Hughes – aye
14 Councilmember McArthur – aye
15 Councilmember Larkin – aye
16 Councilmember Larsen – aye
17 Councilmember Tanner – aye

18
19 The vote was unanimous and the motion carried.

20
21 Link to update from City Attorney Tani Downing regarding the Special Legislative
22 Session, including discussion between the City Council, Ms. Downing, and City
23 Recorder Christina Fernandez: [00:00:00](#) [Recording 5]

24
25 **ADJOURN:**

26 Link to motion: [00:01:50](#) [Recording 5]

27
28 **MOTION:**

29 A motion was made by Councilmember Larkin to adjourn.

30 **SECOND:**

31 The motion was seconded by Councilmember Tanner.

32 **VOTE:**

33 Mayor Randall called for a vote, as follows:

34
35 Councilmember Hughes – aye
36 Councilmember McArthur – aye
37 Councilmember Larkin – aye
38 Councilmember Larsen – aye
39 Councilmember Tanner – aye

40
41 The vote was unanimous and the motion carried.

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SECOND:

The motion was seconded made by Councilmember Hughes.

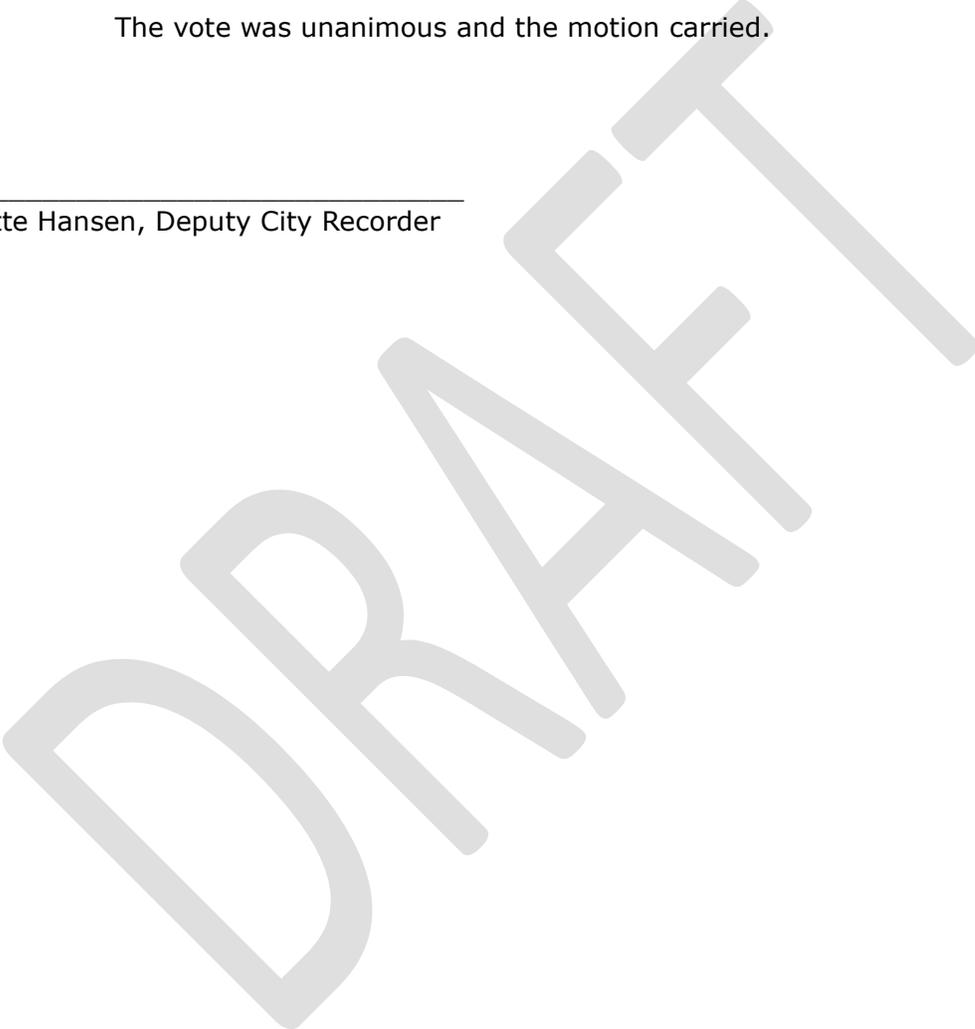
VOTE:

Mayor Michele Randall called for a vote, as follow:

- Councilmember Hughes - aye
- Councilmember Larkin - aye
- Councilmember McArthur - aye
- Councilmember Larsen - aye
- Councilmember Tanner - aye

The vote was unanimous and the motion carried.

Annette Hansen, Deputy City Recorder



5 Tani Downing, Assistant City Attorney Alicia Carlton, Deputy Director of Arts/Events
6 Michelle Graves, residents Becky Hinton, Kari Kimball, Adam Record, and Mr. Moore:

7 [00:04:07](#)

8
9 [Agenda Packet \[Page 23\]](#)

10
11 **UPDATES FROM THE ENERGY SERVICES DEPARTMENT:**

12 Link to presentations from Energy Resource Manager Bryan Dial and Tom Alles with
13 Lion Energy, including comments from Tom Tolman with Lion Energy, City Manager
14 John Willis, and the City Council: [01:27:27](#)

15
16 Link to presentation from Water and Energy Conservation Manager Rene Fleming:

17 [02:03:30](#)

18
19 [Agenda Packet \[Page 2\]](#)

20
21 **UPDATES FROM THE WATER SERVICES DEPARTMENT:**

22 Link to presentation from Water Services Director Scott Taylor: 02:10:00

23
24 **ADJOURN TO A CLOSED SESSION:**

25 **Request a closed meeting to discuss litigation, security, property**
26 **acquisition or sale, or the character and professional competence or**
27 **physical or mental health of an individual.**

28
29 Link to motion: [02:45:48](#)

30
31 **MOTION:**

32 A motion was made by Councilmember Larkin to adjourn to a closed session
33 to discuss litigation.

34 **SECOND:**

35 The motion was seconded by Councilmember Tanner.

36 **VOTE:**

37 Mayor Michele Randall called for a vote, as follow:

38
39 Councilmember Hughes - aye
40 Councilmember Larkin - aye
41 Councilmember McArthur - aye
42 Councilmember Larsen - aye
43 Councilmember Tanner - aye
44

45 The vote was unanimous and the motion carried.

46
47 **ADJOURN:**

48 The meeting adjourned following the closed session.
49
50
51

4
5 Councilmember Larkin - aye
6 Councilmember McArthur - aye
7 Councilmember Larsen - aye
8 Councilmember Tanner - aye
9

10 The vote was unanimous and the motion carried.

11
12 **DISCUSSION REGARDING BLASTING PERMITS AND OVERSIGHT:**

13 Link to introduction from Fire Chief Robert Stoker, presentation from Fire Captain Brett
14 Remund, and discussion between the City Council, Mayor Randall, Assistant City
15 Attorney Ryan Dooley, City Manager John Willis, Deputy City Attorney Jami Brackin,
16 Assistant Public Works Director Wes Jenkins, and City Attorney Tani Downing: [00:00:50](#)
17 [Recording 2]
18

19 Link to a question from Councilmember McArthur about Stone Cliff, including
20 discussion between City Manager John Willis, Assistant Public Works Director Wes
21 Jenkins, the City Council, and City Attorney Tani Downing: [00:28:57](#) [Recording 2]
22

23 [Agenda Packet \[Page 2\]](#)
24

25 **DISCUSSION REGARDING ISSUES PERTAINING TO OVERNIGHT CAMPING:**

26 Link to presentation from Police Sergeant Travis Willinger, including discussion
27 between Mayor Randall, the City Council, Sgt. Willinger, Police Chief Kyle Whitehead,
28 Assistant City Attorney Ryan Dooley, City Manager John Willis, Deputy City Attorney
29 Jami Brackin, City Attorney Tani Downing, and Police Captain Jordan Minnick:
30 [00:31:27](#) [Recording 2]
31

32 [Agenda Packet \[Page 4\]](#)
33

34 **REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

35 Link to reports from the City Council: [00:51:43](#) [Recording 2]
36

37 **ADJOURN:**

38 Link to motion: [00:53:10](#) [Recording 2]
39

40 **MOTION:**

41 A motion was made by Councilmember Larkin to adjourn.

42 **SECOND:**

43 The motion was seconded by Councilmember McArthur.

44 **VOTE:**

45 Mayor Michele Randall called for a vote, as follows:

46
47 Councilmember Larkin - aye
48 Councilmember McArthur - aye
49 Councilmember Larsen - aye
50

51 The vote was unanimous and the motion carried.
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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JULY 6, 2023 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen**

EXCUSED:

Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:

**City Manager John Willis
City Attorney Tani Downing
City Recorder Christina Fernandez
Recreation Manager Emerson Watanabe
Several Parks and Community Services Staff Members
Interim Energy Services Director Bryan Dial
Public Works Director Cameron Cutler
Government Affairs Director Shawn Guzman
Assistant City Attorney Ryan Dooley
Parks and Community Services Director Shane Moore
Planner Carol Winner
Planner Dan Boles
Administrative Services Director Trevor Coombs
Budget and Financial Planning Manager Robert Myers**

OTHERS PRESENT:

**Stacy Young, applicant
Jason Burningham with Lewis Young Robertson and Burningham**

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Joseph Doherty with the New Promise Lutheran Church and The Pledge of Allegiance to the Flag was led by Councilmember Hughes.

Link to call to order, invocation, and flag salute: [00:00:00](#)

MAYOR'S RECOGNITIONS AND UPDATES:

Read a Proclamation proclaiming July, 2023 as Parks and Recreation Month.

Link to Mayor Randall reading a proclamation proclaiming July, 2023 as Parks and Recreation Month; the proclamation was accepted by Recreation Manager Emerson Watanabe and staff members from the Parks and Community Services Department, including comments from Mayor Randall and the City Council: [00:02:11](#)

[Agenda Packet \[Page 2\]](#)

5 **APPOINT THE INTERIM ENERGY SERVICES DIRECTOR:**

6 Link to Mayor Randall recommending appointing Bryan Dial as the Interim Energy
7 Services Director: [00:07:27](#)

8
9 Link to motion: [00:07:55](#)

10
11 **MOTION:**

12 A motion was made by Councilmember Larkin to appoint Bryan Dial as the
13 Interim Energy Services Director.

14 **SECOND:**

15 The motion was seconded by Councilmember Hughes.

16 **VOTE:**

17 Mayor Randall called for a vote, as follows:

18
19 Councilmember Hughes – aye
20 Councilmember McArthur – aye
21 Councilmember Larkin – aye
22 Councilmember Larsen – aye

23
24 The vote was unanimous and the motion carried.

25
26 **COMMENTS FROM THE PUBLIC:**

27 Link to introduction from Mayor Randall: [00:08:33](#)

28
29 Link to comments from resident Beverly Kirk, including comments from Mayor
30 Randall: [00:09:00](#)

31
32 **CONSENT CALENDAR:**

33 **a. Consider approval to award a bid to Leslie Jordan for the purchase of St.
34 George Marathon runner shirts.**

35
36 BACKGROUND and RECOMMENDATION: This is for the purchase of Marathon
37 runner shirts. Staff recommends approval of awarding the bid to Leslie Jordan in
38 the amount of \$76,144.50.

39
40 **b. Consider approval to award a bid to Sunroc Corporation to complete the
41 Various Roadway Repair Project.**

42
43 BACKGROUND and RECOMMENDATION: This project was advertised for
44 competitive bidding and two bids were received. Staff recommends awarding the
45 bid to Sunroc Corporation in the amount of \$5,073,341.

46
47 **c. Consider approval of an Improvement Reimbursement Agreement
48 between Gardner-Plumb LC and the City of St. George for storm drain
49 line along Snow Canyon Parkway.**

50
51 BACKGROUND and RECOMMENDATION: Developer is developing La Casa at
52 Entrada. Frontage for this development runs along Snow Canyon Parkway which
53

5 has insufficient storm drain that diverts into the project. Staff recommends
6 approval of the agreement.
7

8 **d. Consider approval of an agreement to purchase real property from Chuck**
9 **and Connie Spilker TRS for widening the 3000 East roadway.**

10 BACKGROUND and RECOMMENDATION: The City desires to acquire 0.589 acres
11 of property for the widening of 3000 East roadway located at 3000 East between
12 2590 South and Seegmiller Drive. Staff recommends approval of the agreement.
13
14

15 **e. Consider approval for payment to GE Packaged Power in the amount of**
16 **\$147,452.03 for Millcreek Operation & Maintenance (O&M) Agreement.**

17 BACKGROUND and RECOMMENDATION: This is for the annual O&M agreement.
18 Staff recommends approval of the agreement.
19
20

21 **f. Consider approval of an MOU between the City of St. George and the**
22 **National Park Service granting cooperating agency status to the City for**
23 **the development of the Zion National Park Visitor Use Management Plan.**
24

25 BACKGROUND and RECOMMENDATION: The National Park Service (NPS) is
26 engaged in a National Environmental Policy Act (NEPA) planning and compliance
27 process to evaluate alternatives for visitor use management in Zion National
28 Park. The NPS, through the NEPA process, will analyze the effects of different
29 alternatives to better manage the growing number of park visitors. Ultimately,
30 this process will result in strategies for managing visitor use and access which
31 may include limiting the number of visitors to the park. Cooperating agency
32 participation by the City will allow the City to have meaningful input along with
33 other government entities and provide relevant information to be used in the
34 NEPA and decision-making process for the NPS. Staff recommends approval of
35 the MOU.
36

37 Link to presentation from City Manager John Willis: [00:11:48](#)

38
39 [Agenda Packet \[Page 7\]](#)
40

41 Link to Councilmembers Larkin and Larsen requesting item b and f be pulled for
42 discussion: [00:12:08](#)
43

44 Link to motion: [00:12:25](#)
45

46 **MOTION:**

47 A motion was made by Councilmember Larsen to approve the consent
48 calendar minus items b and f.

49 **SECOND:**

50 The motion was seconded by Councilmember McArthur.

51 **VOTE:**

52 Mayor Randall called for a vote, as follows:
53

4
5 Councilmember Hughes – aye
6 Councilmember McArthur – aye
7 Councilmember Larkin – aye
8 Councilmember Larsen – aye
9

10 The vote was unanimous and the motion carried.

11
12 Link to discussion between Councilmember Larkin and Public Works Director
13 Cameron Cutler regarding item b: [00:12:40](#)
14

15 Link to Councilmember Larsen requesting Government Affairs Director Shawn
16 Guzman provide information regarding item f, including comments from
17 Councilmember Larsen: [00:14:33](#)
18

19 Link to comments from Government Affairs Director Shawn Guzman and
20 Councilmember Hughes regarding homelessness: 00:18:54
21

22 Link to additional questions from Councilmember McArthur regarding item f and
23 comments from Government Affairs Director Shawn Guzman: [00:21:47](#)
24

25 Link to motion: [00:22:25](#)
26

27 **MOTION:**

28 A motion was made by Councilmember McArthur to approve items b and f on
29 the consent calendar.

30 **SECOND:**

31 The motion was seconded by Councilmember Larkin.

32 **VOTE:**

33 Mayor Randall called for a vote, as follows:
34

35 Councilmember Hughes – aye
36 Councilmember McArthur – aye
37 Councilmember Larkin – aye
38 Councilmember Larsen – aye
39

40 The vote was unanimous and the motion carried.
41

42 **RESOLUTION TO EXTEND THE DEADLINE FOR RECLAIMING CEMETERY LOTS:**

43 **Consider approval of Resolution No. 2023-001R to address cemetery lot,**
44 **site, or parcel have has been unused for more than 60 years and provide**
45 **notice to owner or interest holder, and to extend the deadline to December**
46 **31, 2023.**
47

48 BACKGROUND and RECOMMENDATION: On May 4, 2023, the Council approved a
49 resolution to address cemetery lot, site, or parcel have has been unused for more
50 than 60 years and provide notice to owner or interest hold. The resolution provided
51 interest holders to notify the City Recorder within 30 days of the last date of service
52 of publication of the resolution which was June 26, 2023. Due to receiving a number
53 of inquiries, staff would propose to extend the deadline to December 31, 2023.

5 Additionally, staff would propose that the lots be reclaimed on January 1, 2024 if no
6 inquiries on the lot have been made or if the transfer has not been completed,
7 meaning all of the required forms for transfers have not been received by December
8 31, 2023.
9

10 Link to introduction from City Manager John Willis and presentation from Assistant
11 City Attorney Ryan Dooley, including comments from the City Council: [00:22:58](#)

12 [Agenda Packet \[Page 53\]](#)

13
14 Link to motion: [00:27:45](#)

15
16
17 **MOTION:**

18 A motion was made by Councilmember Larkin to approve Resolution No.
19 2023-001R to address cemetery lot, site, or parcel have has been unused for
20 more than 60 years and provide notice to owner or interest holder, and to
21 extend the deadline to December 31, 2023.

22 **SECOND:**

23 The motion was seconded by Councilmember Hughes.

24 **VOTE:**

25 Mayor Randall called for a roll call vote, as follows:

26
27 Councilmember Hughes – aye
28 Councilmember McArthur – aye
29 Councilmember Larkin – aye
30 Councilmember Larsen – aye
31

32 The vote was unanimous and the motion carried.
33

34 **INTERLOCAL AGREEMENT/RESOLUTION:**

35 **Consider approval of Resolution No. 2023-002R entering into an Interlocal**
36 **Agreement with Washington County for improvements and repairs at Town**
37 **Square.**
38

39 BACKGROUND and RECOMMENDATION: This interlocal agreement is for funding
40 needed repairs and improvements at Town Square. The County has agreed to
41 contribute \$200,000 of Transient Room Tax funds for the project. Staff recommends
42 approval.
43

44 Link to presentation from Parks and Community Services Director Shane Moore,
45 including discussion between the City Council, Mayor Randall, and Mr. Moore:

46 [00:28:34](#)

47
48 [Agenda Packet \[Page 56\]](#)
49

50 **AND**
51
52
53

5 **INTERLOCAL AGREEMENT/RESOLUTION:**

6 **Consider approval of Resolution No. 2023-003R entering into an Interlocal**
7 **Agreement with Washington County for the Interpretive Trail at Pioneer**
8 **Park project.**
9

10 BACKGROUND and RECOMMENDATION: This interlocal agreement is for funding of
11 the construction of the Pioneer Park Interpretive Trail project. The County has
12 agreed to contribute \$800,000 of Transient Room Tax funds to the project. Staff
13 recommends approval.
14

15 [Agenda Packet \[Page 63\]](#)

16
17 Link to motion: [00:33:43](#)
18

19 **MOTION:**

20 A motion was made by Councilmember Larkin to approve Resolution No.
21 2023-002R entering into an Interlocal Agreement with Washington County for
22 improvements and repairs at Town Square.
23

24 **SECOND:**

25 The motion was seconded by Councilmember Hughes.

26 **VOTE:**

27 Mayor Randall called for a roll call vote, as follows:

28 Councilmember Hughes – aye
29 Councilmember McArthur – aye
30 Councilmember Larkin – aye
31 Councilmember Larsen – aye
32

33 The vote was unanimous and the motion carried.
34

35 Link to motion: [00:34:09](#)
36

37 **MOTION:**

38 A motion was made by Councilmember Larsen to approve Resolution No.
39 2023-003R entering into an Interlocal Agreement with Washington County for
40 the Interpretive Trail at Pioneer Park project.
41

42 **SECOND:**

43 The motion was seconded by Councilmember McArthur.

44 **VOTE:**

45 Mayor Randall called for a roll call vote, as follows:

46 Councilmember Hughes – aye
47 Councilmember McArthur – aye
48 Councilmember Larkin – aye
49 Councilmember Larsen – aye
50

51 The vote was unanimous and the motion carried.
52
53

5 **PD AMENDMENT/ORDINANCE:**

6 **Consider approval of Ordinance No. 2023-001 amending an approved PD-C**
7 **(Planned Development Commercial) on approximately 0.27 acres, located at**
8 **184 North 200 West Street for the purpose of adding a 12-room boutique**
9 **hotel for a project to be known as STG Inn, with conditions from the**
10 **Planning Commission. Case No. 2023-PDA-008**

11
12 BACKGROUND and RECOMMENDATION: On January 5, 2023, this property was
13 rezoned to the PD-C (Planned Development Commercial) designation with an
14 associated use-list. This is a request for an amendment to this approved PD-C. On
15 June 13, 2023, the Planning Commission held a public hearing on this item. There
16 were public comments made. After the public hearing closed, the four Planning
17 Commissioners present discussed this item at length. To forward a positive
18 recommendation, four positive votes were needed; however, the Planning
19 Commission received three positive votes. Therefore, the motion to recommend
20 approval failed with a 3-1 vote in favor of the requested amendment with conditions.
21

22 Link to presentation from Planner Carol Winner, including discussion between the
23 City Council, Ms. Winner, Mayor Randall, City Manager John Willis, and applicant
24 Stacy Young: [00:34:38](#)

25
26 [Agenda Packet \[Page 70\]](#)

27
28 Link to motion: [01:10:30](#)
29

30 **MOTION:**

31 A motion was made by Councilmember McArthur to continue the item for two
32 weeks with the recommendation that the Council see a step back without a
33 roof line, working with the City to get to the City's vision.

34 **SECOND:**

35 The motion was seconded by Councilmember Larkin.

36 **VOTE:**

37 Mayor Randall called for a vote, as follows:

38
39 Councilmember Hughes – aye
40 Councilmember McArthur – aye
41 Councilmember Larkin – aye
42 Councilmember Larsen – aye
43

44 The vote was unanimous and the motion carried.
45

46 **PRELIMINARY PLAT:**

47 **Consider approval of a preliminary plat for PEG Phase 1B Subdivision, a 1-**
48 **lot multi-family residential subdivision on 8.62 acres located along Desert**
49 **Color Parkway just south of Black Mountain Drive. Case No 2023-PP-021**
50

51 BACKGROUND and RECOMMENDATION: The PD amendment was approved in
52 February of 2022 allowing the construction of 344 apartment units. This plat will
53 create the lot for the first phase to be constructed. The Planning Commission held a

4
5 public meeting to discuss the proposed plat and recommended approval of the
6 application with no conditions with a 6-0 vote.

7
8 Link to presentation from Planner Dan Boles: [01:11:13](#)

9
10 [Agenda Packet \[Page 108\]](#)

11
12 Link to motion: [01:13:00](#)

13
14 **MOTION:**

15 A motion was made by Councilmember Larsen to approve the preliminary plat
16 for PEG Phase 1B Subdivision, a 1-lot multi-family residential subdivision on
17 8.62 acres located along Desert Color Parkway just south of Black Mountain
18 Drive.

19 **SECOND:**

20 The motion was seconded by Councilmember Larkin.

21 **VOTE:**

22 Mayor Randall called for a vote, as follows:

23
24 Councilmember Hughes – aye
25 Councilmember McArthur – aye
26 Councilmember Larkin – aye
27 Councilmember Larsen – aye

28
29 The vote was unanimous and the motion carried.

30
31 **PRELIMINARY PLAT:**

32 **Consider approval of a preliminary plat for UFFCU Dino Crossing, a 2-lot**
33 **commercial subdivision on 3.96 acres located on the north side of the**
34 **intersection of Riverside Drive and Mall Drive. Case No. 2023-PP-020**

35
36 BACKGROUND and RECOMMENDATION: The applicant has been working through the
37 site plan for a credit union on the corner of this property but only need just under an
38 acre. In order to split off the credit union parcel from the rest of the property, a
39 preliminary (and then a final) plat is required. The Planning Commission held a public
40 meeting and recommended approval of the application 4-0 with no conditions. Staff
41 is in agreement with the Planning Commission but recommends the following
42 condition: 1) That the applicant provides a minimum 8-foot wide trail along Riverside
43 Drive.

44
45 Link to presentation from Planner Dan Boles: [01:13:28](#)

46
47 [Agenda Packet \[Page 118\]](#)

48
49 Link to motion: [01:15:14](#)

50
51 **MOTION:**

52 A motion was made by Councilmember McArthur to approve the preliminary
53 plat for UFFCU Dino Crossing, a 2-lot commercial subdivision on 3.96 acres

5 located on the north side of the intersection of Riverside Drive and Mall Drive
6 with the condition that the applicant provide a minimum 8-foot wide trail
7 along Riverside Drive.

8 **SECOND:**

9 The motion was seconded by Councilmember Larkin.

10 **VOTE:**

11 Mayor Randall called for a vote, as follows:

12
13 Councilmember Hughes – aye
14 Councilmember McArthur – aye
15 Councilmember Larkin – aye
16 Councilmember Larsen – aye
17

18 The vote was unanimous and the motion carried.
19

20 **SALES TAX REVENUE BONDS/RESOLUTION:**

21 **Consider approval of Resolution No. 2023-004R of the City Council of the**
22 **City of St. George, Utah, authorizing the issuance and sale of not more than**
23 **\$10,000,000 aggregate principal amount of Sales Tax Revenue Bonds,**
24 **Series 2023; and related matters.**
25

26 BACKGROUND and RECOMMENDATION: For the purpose of (a) financing the new St.
27 George City Hall (the "Project") (b) funding a deposit to a debt service reserve fund,
28 if desirable and (c) paying costs of issuance of the Series 2023 Bonds, the City
29 hereby authorizes the issuance of a series of bonds which shall be designated "City
30 of St. George, Utah Sales Tax Revenue Bonds, Series 2023" (to be issued from time
31 to time as one or more series and with such other series or title designation(s) as
32 may be determined by the City) in the aggregate principal amount of not to exceed
33 \$10,000,000. The Series 2023 Bonds shall mature in not more than thirty-one (31)
34 years from their date or dates, shall be sold at a price not less than ninety-seven
35 percent (97%) of the total principal amount thereof, shall bear interest at a rate or
36 rates of not to exceed five and one-half percent (5.50%) per annum, as shall be
37 approved by the Designated Officer all within the Parameters set forth herein. Staff
38 recommends approval.
39

40 Link to introduction from Administrative Services Director Trevor Coombs and
41 presentation from Jason Burningham with Lewis Young Robertson and Burningham,
42 including discussion between the City Council and Mr. Burningham: [01:15:58](#)
43

44 Agenda Packet [\[Page 128 \(presentation\)\]](#) and [\[Page 141 \(background\)\]](#)
45

46 **AND**

47
48 **LEASE REVENUE BONDS/RESOLUTION:**

49 **Consider approval of Resolution No. 2023-005R of the City Council of the**
50 **City of St. George, Utah authorizing and approving the execution and**
51 **delivery of a Master Lease Agreement, by and between the City and the**
52 **Municipal Building Authority of the City of St. George, Utah (the**
53 **"Authority"); authorizing the issuance and sale by the Authority of not more**

5 **than \$10,000,000 aggregate principal amount of Lease Revenue Bonds,**
6 **Series 2023; and related matters.**
7

8 BACKGROUND and RECOMMENDATION: On June 1, 2023, the Permanent Community
9 Impact Fund Board (the "Board") authorized a \$10,000,000 loan at a 3.5% interest
10 rate for a term of 30 years to the Municipal Building Authority of St. George City (the
11 "Issuer") for the construction of a vertical multi-level parking structure adjacent to
12

13 the new St. George City Hall. The Board will not begin accruing interest until one
14 year after the date of issuance which provides approximately 12 months of 0%
15 interest and a cost-saving of approximately \$350,000. The loan will be evidenced by
16 a Lease Revenue Bond to be issued by the Issuer and purchased by the Board.
17 Tonight's item is to consider approval of a resolution authorizing the issuance and
18 sale by the Municipal Building Authority of the City of St. George not more than
19 \$10,000,000 aggregate principal amount of its Lease Revenue Bonds, Series 2023;
20 and related matters. Staff recommends approval of the resolution.
21

22 Agenda Packet [\[Page 128 \(presentation\)\]](#) and [\[Page 274 \(background\)\]](#)
23

24 Link to motion: [01:43:25](#)
25

26 **MOTION:**

27 A motion was made by Councilmember Larkin to approve Resolution No.
28 2023-004R of the City Council of the City of St. George, Utah, authorizing the
29 issuance and sale of not more than \$10,000,000 aggregate principal amount
30 of Sales Tax Revenue Bonds, Series 2023; and related matters.
31

32 **SECOND:**

33 The motion was seconded by Councilmember Larsen.

34 **VOTE:**

35 Mayor Randall called for a roll call vote, as follows:

36 Councilmember Hughes – aye
37 Councilmember McArthur – aye
38 Councilmember Larkin – aye
39 Councilmember Larsen – aye
40

41 The vote was unanimous and the motion carried.
42

43 Link to motion: [01:44:05](#)
44

45 **MOTION:**

46 A motion was made by Councilmember Larkin to approve Resolution No.
47 2023-005R of the City Council of the City of St. George, Utah, authorizing and
48 approving the execution and delivery of a Master Lease Agreement, by and
49 between the City and the Municipal Building Authority of the City of St.
50 George, Utah (the "Authority"); authorizing the issuance and sale by the
51 Authority of not more than \$10,000,000 aggregate principal amount of Lease
52 Revenue Bonds, Series 2023; and related matters.
53

5 **SECOND:**

6 The motion was seconded by Councilmember Hughes.

7 **VOTE:**

8 Mayor Randall called for a roll call vote, as follows:
9

10 Councilmember Hughes – aye
11 Councilmember McArthur – aye
12 Councilmember Larkin – aye
13 Councilmember Larsen – aye
14

15 The vote was unanimous and the motion carried.
16

17 **APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:**

18 No appointments were made.
19

20 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

21 Link to reports from Councilmember Larsen: [01:45:08](#)
22

23 Link to reports From Councilmember McArthur: [01:46:09](#)
24

25 **ADJOURN TO A CLOSED SESSION:**

26 **Request a closed session to discuss litigation, security, property**
27 **acquisition or sale or the character and professional competence or**
28 **physical or mental health of an individual.**
29

30 A closed meeting was not held.
31

32 **ADJOURN FROM THE CITY COUNCIL MEETING AND CONVENE IN THE MUNICIPAL**
33 **BUILDING AUTHORITY MEETING:**

34 Link to motion: [01:46:34](#)
35

36 **MOTION:**

37 A motion was made by Councilmember McArthur to adjourn from the City
38 Council Meeting and convene in the Municipal Building Authority Meeting.

39 **SECOND:**

40 The motion was seconded by Councilmember Hughes.

41 **VOTE:**

42 Mayor Randall called for a vote, as follows:
43

44 Councilmember Hughes – aye
45 Councilmember McArthur – aye
46 Councilmember Larkin – aye
47 Councilmember Larsen – aye
48

49 The vote was unanimous and the motion carried.
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**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JULY 13, 2023 4:00 P.M.
CITY COUNCIL CHAMBERS**

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PRESENT:

**Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner**

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STAFF MEMBERS PRESENT:

**City Manager John Willis
Deputy City Attorney Jami Brackin
City Recorder Christina Fernandez
Active Transportation Coordinator Lloyd Sutton – left following item 2
Public Works Director Cameron Cutler
City Engineer Jay Sandberg – left following item 1
Police Chief Kyle Whitehead
Parks and Community Services Director Shane Moore – left following item 2
Administrative Professional Sadie Bassett – left following item 2
Landscape Architect Paul Stead – left following item 2
Landscape Architect Mark Goble – left following item 2
Deputy Director of Recreation Cody Schmitt – left following item 2
Water Services Director Scott Taylor – left following item 3
Water Conservation Coordinator Rene Fleming – left following item 3
Operations Director Marc Mortensen
Facilities Director Carlos Robles
Budget and Financial Planning Manager Robert Myers
Assistant City Attorney Ryan Dooley
Administrative Services Director Trevor Coombs
Community Services Director Jim Bolser
Communications and Marketing Director David Cordero**

OTHERS PRESENT:

**Craig Morley
Paul Morris with UT Tech University
Jim Child with Galloway & Company, Inc
Resident Steve Kemp
Several members of the public**

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was given by Craig Morley and The Pledge of Allegiance to the Flag was led by Councilmember Tanner.

Link to call to order, invocation, and flag salute: [00:00:00](#)

1 St. George City Council Minutes
2 July 13, 2023
3 Page Two
4

5 **DISCUSSION REGARDING THE PEDESTRIAN STUDY FOR THE AREAS OF 700**
6 **EAST AND 1000 EAST:**

7 Link to introduction from City Manager John Willis, presentation from Active
8 Transportation Coordinator Lloyd Sutton, including discussion between the City
9 Council, Public Works Director Cameron Cutler, City Manager John Willis, Mayor
10 Randall, City Engineer Jay Sandberg, and Mr. Sutton, and comments from Paul
11 Morris with UT Tech University: [00:01:50](#)
12

13 [Agenda Packet \[Page 2\]](#)
14

15 **DISCUSSION REGARDING THE PROPOSED GENERAL OBLIGATION BOND:**

16 Link to introductions from City Manager John Willis and Parks and Community
17 Services Director, presentations from Landscape Architect Mark Goble, including
18 discussion between the City Council, City Manager John Willis, Mr. Moore, and Mr.
19 Goble: [00:49:00](#)
20

21 [Agenda Packet \[Page 19\]](#)
22

23 Link to presentation from Budget and Financial Planning Manager Robert Myers,
24 including discussion between the City Council, Administrative Services Director
25 Trevor Coombs, City Manager John Willis, Mayor Randall, Deputy City Attorney
26 Jami Brackin, Mr. Moore, and Mr. Myers: [01:21:35](#)
27

28 [Agenda Packet \[Page 58\]](#)
29

30 **PRESENTATION REGARDING UPDATING THE CITY'S WATER CONSERVATION**
31 **PLAN:**

32 Link to introduction from City Manager John Willis, presentation from Water
33 Conservation Coordinator Rene Fleming, and discussion between the City Council,
34 Water Services Director Scott Taylor, City Manager John Willis, and Ms. Fleming:
35 [01:38:36](#)
36

37 [Agenda Packet \[Page 67\]](#)
38

39 **UPDATE REGARDING THE NEW CITY HALL BUILDING:**

40 Link to introduction from City Manager John Willis, presentation from Operations
41 Director Marc Mortensen, and discussion between Administrative Services Director
42 Trevor Coombs, Deputy City Attorney Jami Brackin, Jim Child with Galloway &
43 Company, resident Steve Kemp, City Manager John Willis, Mayor Randall,
44 Facilities Director Carlos Robles, and Mr. Mortensen: [01:54:14](#)
45

46 [Agenda Packet \[Page 76\]](#)
47

48 **REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY**
49 **MANAGER:**

50 Link to reports from Councilmember Larsen: [03:00:53](#)
51

52 Link to reports from Councilmember Larkin: [03:01:00](#)
53

5 **ADJOURN TO A CLOSED MEETING:**

6 **Request a closed meeting to discuss litigation, security, property**
7 **acquisition or sale, or the character and professional competence or**
8 **physical or mental health of an individual.**
9

10 A closed meeting was not held.
11

12 **ADJOURN:**

13 Link to motion: [03:01:50](#)
14

15 **MOTION:**

16 A motion was made by Councilmember McArthur to adjourn.

17 **SECOND:**

18 The motion was seconded by Councilmember Hughes.
19

20 **VOTE:**

21 Mayor Randall called for a vote, as follows:

22 Councilmember Hughes – aye
23 Councilmember McArthur – aye
24 Councilmember Larkin – aye
25 Councilmember Larsen – aye
26 Councilmember Tanner – aye
27

28 The vote was unanimous and the motion carried.
29
30
31

32 _____
33 Christina Fernandez, City Recorder



Agenda Date: 08/03/2023

Agenda Item Number: 04

Subject:

Public hearing and consideration of Ordinance No. 2023-001 vacating a portion of a municipal utility easement located between Lots 30 & 31, Bloomington Country Club No. 11 Subdivision.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Ryan Scholes, Alpha Engineering

Reference Number: PLANLRE23-010

Address/Location:

3111 S Bloomington Drive

Item History (background/project status/public process):

The final plat for Bloomington Country Club No. 11 Subdivision was approved by City Council on April, 6, 2017 and recorded in the Office of the Washington County Recorder's Office on May 28, 2017.

Staff Narrative (need/purpose):

The purpose behind this request is to merge said lots into one by subdivision amendment, which will be a separate submittal from the applicant.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

JUC recommends approval.

When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-BCC-11-30 and SG-BCC-11-31

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT
EVIDENCED BY ENTRY NO. 20170026599, BLOOMINGTON COUNTRY CLUB NO. 11 SUBDIVISION,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE WASHINGTON COUNTY
RECORDER'S OFFICE
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH
(Located between Lots 30 & 31, Bloomington Country Club No. 11 Subdivision)**

WHEREAS, a petition was received by this Council requesting it to vacate a portion of an existing public utility easement, located between Lots 30 & 31, Bloomington Country Club No. 11 Subdivision being more particularly describe and shown in Exhibit A and Exhibit B; and

WHEREAS, the Joint Utility Commission (JUC) recommends approval of the vacation of the public utility easement where a subdivision amendment is in review to merge said lots together into one lot; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the power line easement as described in Exhibit A and Exhibit B.

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

That the public utility easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

APPROVED AND ADOPTED by the St. George City Council on this ____ day of _____, 2023. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:
Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Jami Brackin, Deputy City Attorney



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

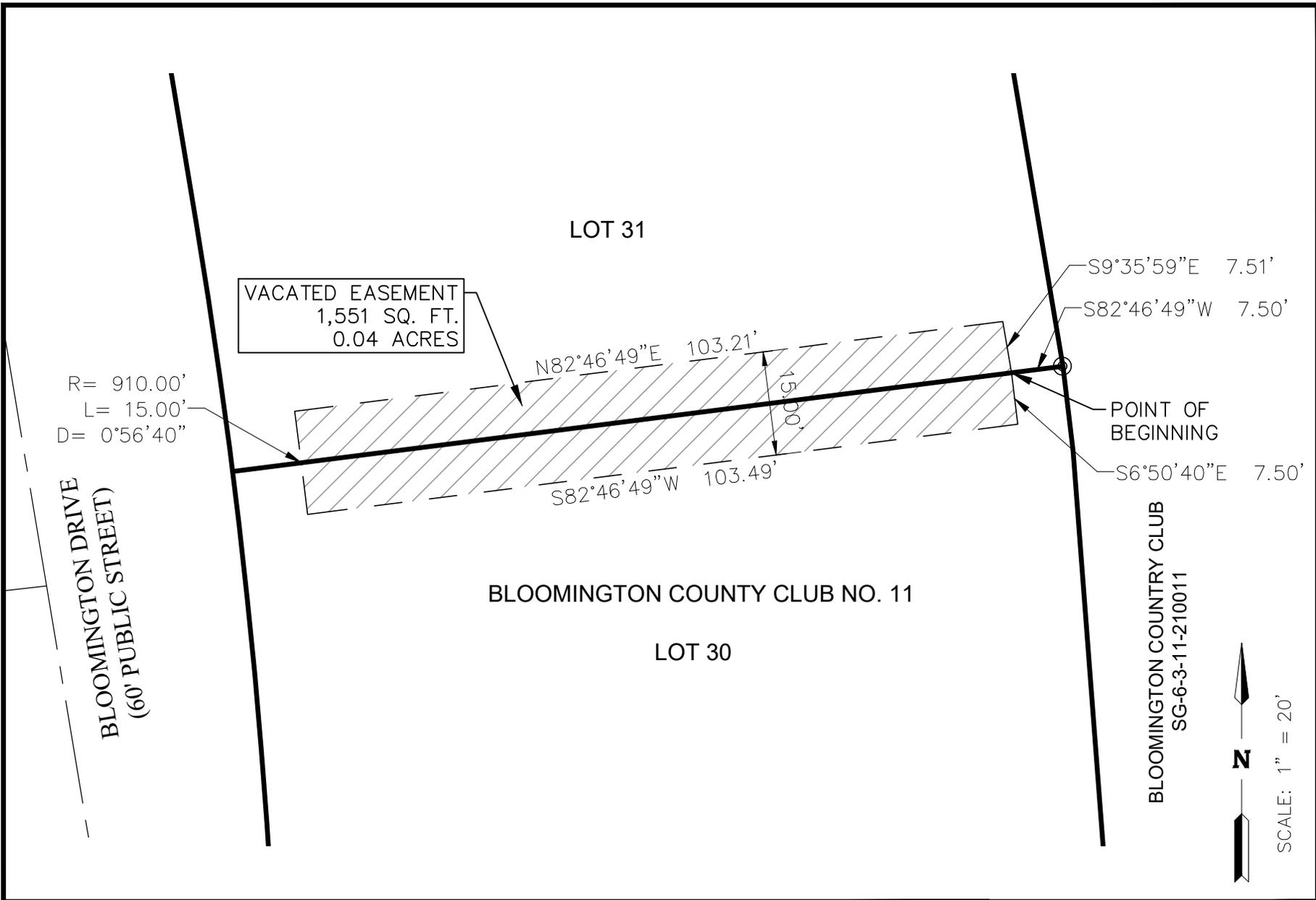
alphaengineering.com

EXHIBIT "A"

**VACATE EASEMENT
SG-BCC-11-30 & SG-BCC-11-31
(June 28, 2023)**

COMMENCING AT THE NORTHEAST CORNER OF LOT 30, BLOOMINGTON COUNTRY CLUB NO. 11 SUBDIVISION AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 20170026599, THENCE SOUTH 82°46'49" WEST 7.50 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 30 TO THE POINT OF BEGINNING, AND RUNNING THENCE SOUTH 06°50'40" EAST 7.50 FEET; THENCE SOUTH 82°46'49" WEST 103.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 910.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 83°16'52" WEST; THENCE NORTHERLY 15.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°56'40" AND A CHORD BEARING OF NORTH 07°11'28" WEST 15.00 FEET; THENCE NORTH 82°46'49" EAST 103.21 FEET; THENCE SOUTH 09°35'59" EAST 7.51 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,551 SQ. FT. OR 0.04 ACRES.



VACATED EASEMENT
1,551 SQ. FT.
0.04 ACRES

R= 910.00'
L= 15.00'
D= 0°56'40"

BLOOMINGTON DRIVE
(60' PUBLIC STREET)

BLOOMINGTON COUNTY CLUB NO. 11

BLOOMINGTON COUNTRY CLUB
SG-6-3-11-210011



VACATED EASEMENT
EXHIBIT "B"



43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com



NELSON CIR

MOAB CIR

Area of easement vacation

Lot 31

KANAB CIR

Lot 30

HOPHI CR

HAGEN CIR

Note: The owner wants to merge both lots into one lot.



Agenda Date: 08/03/2023

Agenda Item Number: 05

Subject:

Public hearing and consideration of Ordinance No. 2023-002 to vacate a portion of River Road (a deceleration lane) in the River Crossing development.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Brandon Anderson, Rosenberg Associates

Reference Number: PLANLRE23-007

Address/Location:

Along River Road (east side) across the street from Tagg-N-Go.

Item History (background/project status/public process):

This is a deceleration lane that was dedicated with the River Crossing Phase 1 subdivision plat.

Staff Narrative (need/purpose):

It has been determined that too much area was dedicated and there is enough room left in the roadway to vacate this portion and still have enough for future lanes if necessary.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

JUC recommends approval.



Virgin River

George Washington BLVD

River RD

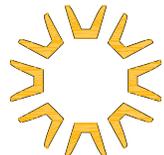
Area of Roadway
Vacation Request
(Deceleration Lane)

SHEET
1-1

DATE	June 21, 2023
JOB	
SCALE	NONE
DRAWN	tj

CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UT 84770
(435) 627-4000 - www.sgcity.org

Exhibit Map
Roadway Vacation Request
(a portion of)



When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-PL

**AN ORDINANCE VACATING A PORTION OF A PUBLIC ROADWAY
EVIDENCED BY ENTRY NO. 20230007543
AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH**
(River Road deceleration lane vacation near Lot 7, River Crossing development)

WHEREAS, a petition was received by this Council requesting it to vacate a portion of an existing public roadway, located west of Lot 7, River Crossing Phase 1 in River Road (deceleration lane) being more particularly describe and shown in Exhibit A and Exhibit Map; and

WHEREAS, City staff and the Joint Utility Committee recommends approval of the vacation of the public roadway as too much roadway was dedicated on said subdivision plat and this area is being retained as a municipal utility easement; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the power line easement as described in Exhibit A and shown on the Exhibit Map.

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

That the roadway as more particularly described and shown on Exhibit A and Exhibit Map, which are incorporated herein, is hereby vacated by the City of St. George.

APPROVED AND ADOPTED by the St. George City Council on this ____ day of _____, 2023. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:
Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Jami Brackin, Deputy City Attorney

Exhibit "A"

A portion of the dedicated Right-of-Way for River Road as dedicated with the Final Plat for River Crossing Phase 1, Entry No. 20230007543, as found on Record with the Washington County Recorder's Office.

More particularly described as follows:

Beginning at a point being North 68°30'57" East 22.26 feet along the lot line and South 28.48 feet from the northwesterly corner of Lot 108, said River Crossing Phase 1, said point being South 00°32'03" West 4,674.49 feet along and beyond the section line and West 1476.26 feet from the Northwest Comer of Section 33, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence Southeasterly 126.49 feet along an arc of a 2,802.93 foot radius curve to the left (center bears North 68°37'46" East, long chord bears South 22°39'48" East 126.47 feet with a central angle of 02°35'08");

thence South 23°57'21" East 72.42 feet to the southerly line of said River Crossing Phase 1;

thence South 66°02'39" West 7.83 feet along said southerly line of said River Crossing Phase 1;

thence North 25°45'41" West 112.70 feet to the westerly boundary od said River Crossing Phase 1;

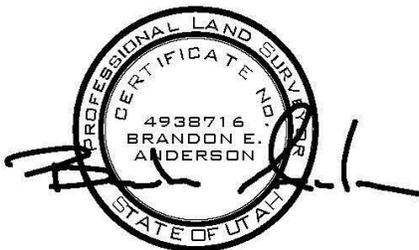
thence northerly the following (2) courses along said westerly boundary od said River Crossing Phase 1;

thence North 23°30'49" West 28.75 feet;

thence Northerly 58.03 feet along an arc of a 2,814.93 foot radius curve to the right (center bears North 67°26'53" East, long chord bears North 21°57'41" West 58.03 feet with a central angle of 01°10'52");

thence North 68°30'56" East 12.00 feet to the Point of Beginning.

Containing 2,118 square feet or 0.05 acres.



July 3, 2023

DATE: 6/05/2023
JOB NO.: 1640-20-082
DRAWN BY: B.E.A.
SCALE: 1"=40'
DWG: SURVEY-EXHIBIT

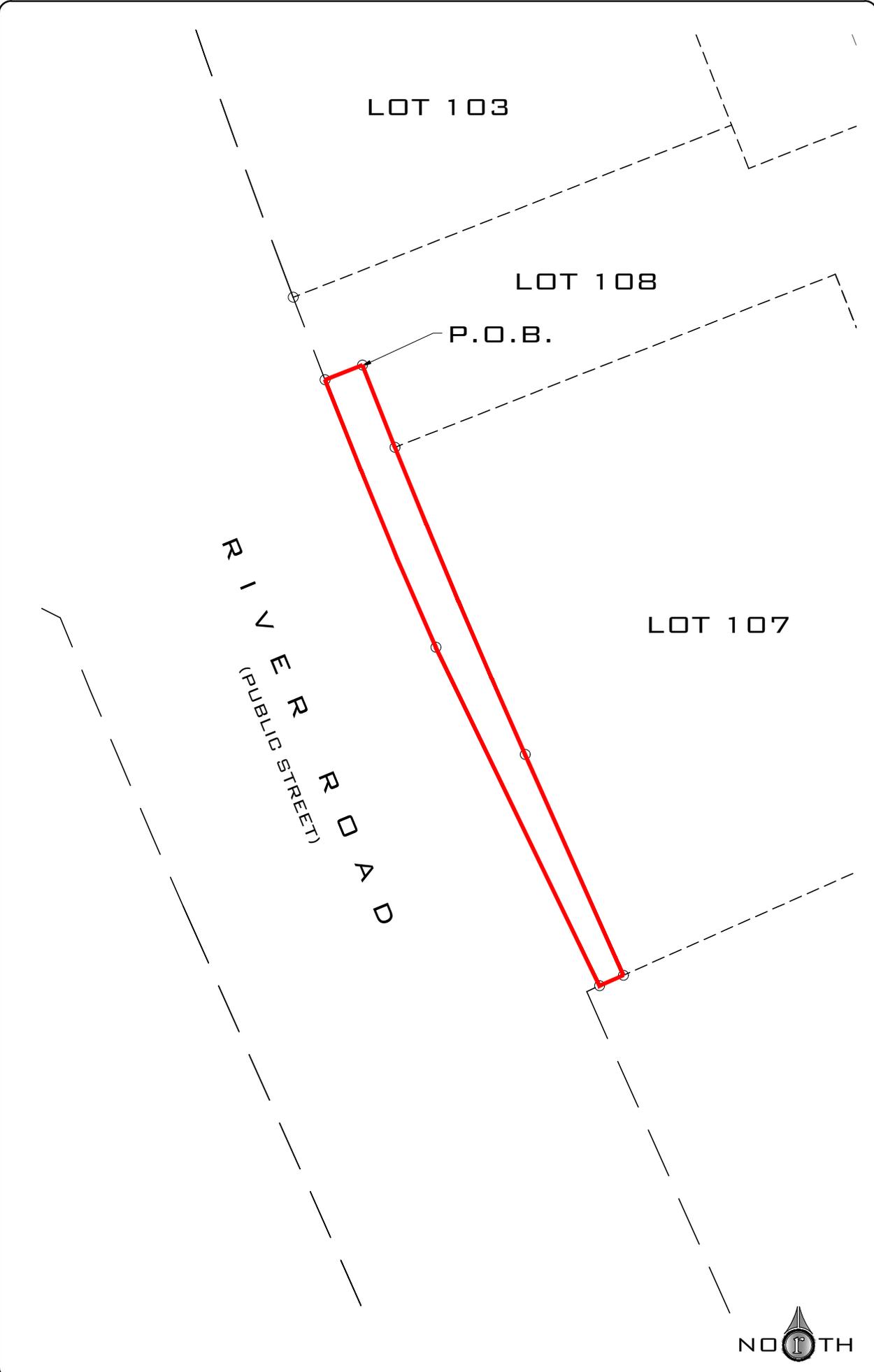
REVISIONS	DATE



352 EAST RIVERSIDE
DRIVE, SUITE A-2
ST. GEORGE, UTAH
84790
435.673.8586
WWW.RACIVIL.COM

EXHIBIT MAP

SHEET
1
OF 1 SHEETS





Virgin River

George Washington BLVD

River RD

Area of Roadway
Vacation Request
(Deceleration Lane)

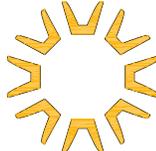
SHEET
1-1

DATE	June 21, 2023
JOB	
SCALE	NONE
DRAWN	tj

CITY OF ST. GEORGE

175 EAST 200 NORTH
ST. GEORGE, UT 84770
(435) 627-4000 - www.sgcity.org

Exhibit Map
Roadway Vacation Request
(a portion of)





Agenda Date: 08/03/2023

Agenda Item Number: 06

Subject:

Public hearing and consideration of Ordinance No. 2023-003 vacating a portion of a municipal utility easement located in the Crimson Estates subdivision.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Roger Bundy, R&B Surveying

Reference Number: PLANLRE23-009

Address/Location:

3452 E, 3558 E, 3584 E, and 3632 East 2450 South St.

Item History (background/project status/public process):

The subdivision plat for Crimson Estates was recorded in May of 2022 and the owners of Lots 1, 5, 6, and 7 purchased additional property after the subdivision was recorded and now want to add this additional area in there lots.

Staff Narrative (need/purpose):

New easements are being granted along the new lot lines.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

JUC recommends approval.

Exhibit B

SURVEYOR'S CERTIFICATE

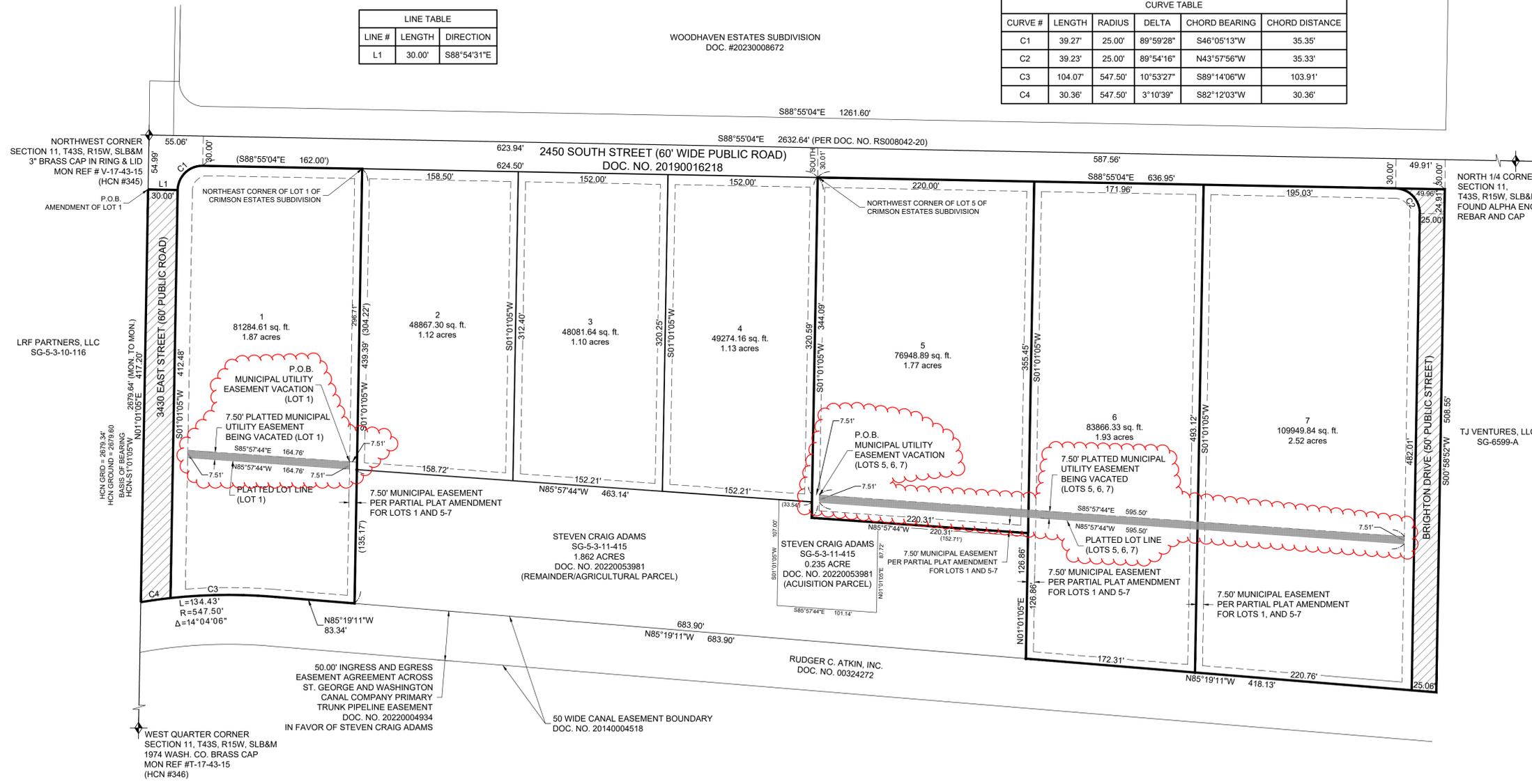
I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7654, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE FOUND MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE PREPARED THE HEREON BOUNDARY DESCRIPTIONS FROM RECORD INFORMATION CONTAINED ON THE CRIMSON ESTATES SUBDIVISION PLAT FILED AS DOCUMENT NO. 20220027561 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, STATE OF UTAH.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.00'	S88°54'31"E

WOODHAVEN ESTATES SUBDIVISION
DOC. #20230008672

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.27'	25.00'	89°59'28"	S46°05'13"W	35.35'
C2	39.23'	25.00'	89°54'16"	N43°57'56"W	35.33'
C3	104.07'	547.50'	10°53'27"	S89°14'06"W	103.91'
C4	30.36'	547.50'	3°10'39"	S82°12'03"W	30.36'

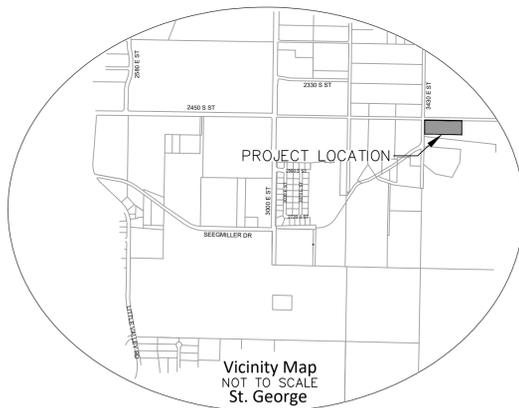


BOUNDARY DESCRIPTIONS

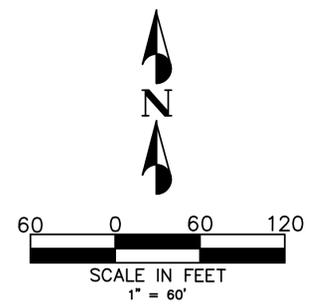
LOT 1 MUNICIPAL UTILITY EASEMENT VACATION:
BEGINNING AT A POINT S1°01'05"W, 296.71 FEET ALONG THE EAST LINE OF LOT 1 OF CRIMSON ESTATES SUBDIVISION AND N85°57'44"W, 7.51 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1, RUNNING THENCE S1°01'05"W, 7.51 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE N85°57'44"W, 164.76 FEET ALONG THE SOUTHERLY LINE OF LOT 1; THENCE N1°01'05"E, 7.51 FEET; THENCE S85°57'44"E, 164.76 FEET TO THE POINT OF BEGINNING.

LOTS 5, 6, AND 7 MUNICIPAL UTILITY EASEMENT VACATION:
BEGINNING AT A POINT S1°01'05"W, 320.59 FEET ALONG THE WEST LINE OF LOT 5 OF CRIMSON ESTATES SUBDIVISION AND S85°57'44"E, 7.51 FEET FROM THE NORTHWEST CORNER OF SAID LOT 5, RUNNING THENCE S85°57'44"E, 595.50'; THENCE S1°01'05"W, 7.51 FEET TO THE SOUTHERLY LINE OF LOT 7 OF SAID SUBDIVISION; THENCE N85°57'44"W, 595.50 FEET ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF LOTS 6 AND 5 OF SAID SUBDIVISION; THENCE N1°01'05"E, 7.51 FEET TO THE POINT OF BEGINNING.

NARRATIVE
THE PURPOSE OF THE HEREON EXHIBIT IS TO SHOW THE PORTIONS OF EXISTING MUNICIPAL UTILITY EASEMENTS INCLUDED ON THE CRIMSON ESTATES SUBDIVISION RECORDED PLAT PROPOSED TO BE VACATED IN CONJUNCTION WITH PARTIAL PLAT AMENDMENT OF CRIMSON ESTATES SUBDIVISION LOTS 1, 5, 6 AND 7.



LEGEND
SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).



CRIMSON ESTATES EXHIBIT EXISTING MUNICIPAL UTILITY EASEMENT VACATIONS (LOTS 1, 5, 6 AND 7)

R&B SURVEYING, INC.
862 CAMINO PICO, WASHINGTON, UT 84780
PH: (435) 632-3540

When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-CRME-1, SG-CRME-5, SG-CRME-6, SG-CRME-7

**AN ORDINANCE VACATING A PORTION OF A MUNICIPAL UTILITY EASEMENT
EVIDENCED BY ENTRY NO. 20220027561, CRIMSON ESTATES, ACCORDING TO THE OFFICIAL
PLAT THEREOF ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH
(Located at the rear of Lots 1, 5, 6, and 7, Crimson Estates)**

WHEREAS, a petition was received by this Council requesting it to vacate a portion of an existing municipal utility easement, located at the rear of Lots 1, 5, 6, and 7, Crimson Estates being more particularly describe and shown in Exhibit A and Exhibit B; and

WHEREAS, the Joint Utility Commission (JUC) recommends approval of the vacation of the municipal utility easement as the utility is being relocated within the proposed Crimson Estates Partial Amendment A (Lots 1, 5, 6, and 7) subdivision amendment; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the power line easement as described in Exhibit A and Exhibit B.

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

That the municipal utility easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

APPROVED AND ADOPTED by the St. George City Council on this ____ day of _____, 2023. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:
Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Jami Brackin, Deputy City Attorney

Exhibit A

Vacating municipal utility easements in Crimson Estates, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office as Doc. No. 20220027561

LOT 1 MUNICIPAL UTILITY EASEMENT VACATION:

BEGINNING AT A POINT S1°01'05"W, 296.71 FEET ALONG THE EAST LINE OF LOT 1 OF CRIMSON ESTATES SUBDIVISION AND N85°57'44"W, 7.51 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1, RUNNING THENCE S1°01'05"W, 7.51 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE N85°57'44"W, 164.76 FEET ALONG THE SOUTHERLY LINE OF LOT 1; THENCE N1°01'05"E, 7.51 FEET; THENCE S85°57'44"E, 164.76 FEET TO THE POINT OF BEGINNING.

LOTS 5, 6, AND 7 MUNICIPAL UTILITY EASEMENT VACATION:

BEGINNING AT A POINT S1°01'05"W, 320.59 FEET ALONG THE WEST LINE OF LOT 5 OF CRIMSON ESTATES SUBDIVISION AND S85°57'44"E, 7.51 FEET FROM THE NORTHWEST CORNER OF SAID LOT 5, RUNNING THENCE S85°57'44"E, 595.50'; THENCE S1°01'05"W, 7.51 FEET TO THE SOUTHERLY LINE OF LOT 7 OF SAID SUBDIVISION; THENCE N85°57'44"W, 595.50 FEET ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF LOTS 6 AND 5 OF SAID SUBDIVISION; THENCE N1°01'05"E, 7.51 FEET TO THE POINT OF BEGINNING.

Exhibit B

SURVEYOR'S CERTIFICATE

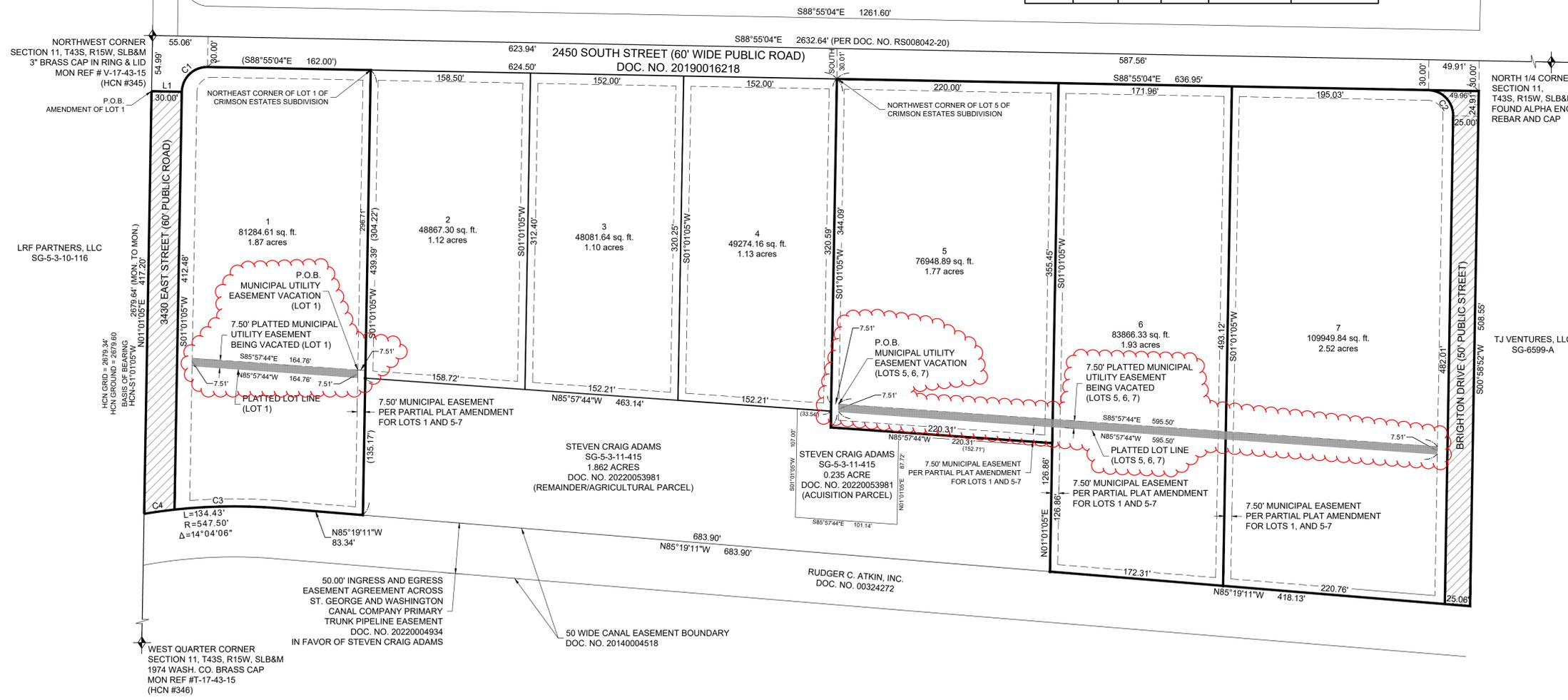
I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7654, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE FOUND MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE PREPARED THE HEREON BOUNDARY DESCRIPTIONS FROM RECORD INFORMATION CONTAINED ON THE CRIMSON ESTATES SUBDIVISION PLAT FILED AS DOCUMENT NO. 20220027561 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, STATE OF UTAH.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.00'	S88°54'31"E

WOODHAVEN ESTATES SUBDIVISION
DOC. #20230008672

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.27'	25.00'	89°59'28"	S46°05'13"W	35.35'
C2	39.23'	25.00'	89°54'16"	N43°57'56"W	35.33'
C3	104.07'	547.50'	10°53'27"	S89°14'06"W	103.91'
C4	30.36'	547.50'	3°10'39"	S82°12'03"W	30.36'

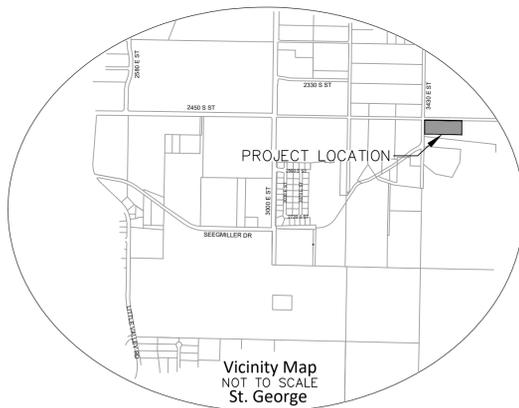


BOUNDARY DESCRIPTIONS

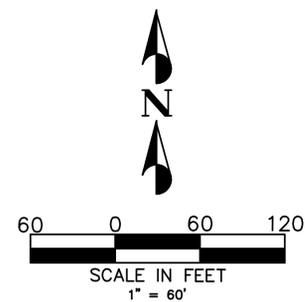
LOT 1 MUNICIPAL UTILITY EASEMENT VACATION:
BEGINNING AT A POINT S1°01'05"W, 296.71 FEET ALONG THE EAST LINE OF LOT 1 OF CRIMSON ESTATES SUBDIVISION AND N85°57'44"W, 7.51 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1, RUNNING THENCE S1°01'05"W, 7.51 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE N85°57'44"W, 164.76 FEET ALONG THE SOUTHERLY LINE OF LOT 1; THENCE N1°01'05"E, 7.51 FEET; THENCE S85°57'44"E, 164.76 FEET TO THE POINT OF BEGINNING.

LOTS 5, 6, AND 7 MUNICIPAL UTILITY EASEMENT VACATION:
BEGINNING AT A POINT S1°01'05"W, 320.59 FEET ALONG THE WEST LINE OF LOT 5 OF CRIMSON ESTATES SUBDIVISION AND S85°57'44"E, 7.51 FEET FROM THE NORTHWEST CORNER OF SAID LOT 5, RUNNING THENCE S85°57'44"E, 595.50'; THENCE S1°01'05"W, 7.51 FEET TO THE SOUTHERLY LINE OF LOT 7 OF SAID SUBDIVISION; THENCE N85°57'44"W, 595.50 FEET ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF LOTS 6 AND 5 OF SAID SUBDIVISION; THENCE N1°01'05"E, 7.51 FEET TO THE POINT OF BEGINNING.

NARRATIVE
THE PURPOSE OF THE HEREON EXHIBIT IS TO SHOW THE PORTIONS OF EXISTING MUNICIPAL UTILITY EASEMENTS INCLUDED ON THE CRIMSON ESTATES SUBDIVISION RECORDED PLAT PROPOSED TO BE VACATED IN CONJUNCTION WITH PARTIAL PLAT AMENDMENT OF CRIMSON ESTATES SUBDIVISION LOTS 1, 5, 6 AND 7.



LEGEND
SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).



CRIMSON ESTATES EXHIBIT EXISTING MUNICIPAL UTILITY EASEMENT VACATIONS (LOTS 1, 5, 6 AND 7)

R&B SURVEYING, INC.
862 CAMINO PICO, WASHINGTON, UT 84780
PH: (435) 632-3540



Agenda Date: 08/03/2023

Agenda Item Number: 07

Subject:

PUBLIC HEARING TO ALLOW PUBLIC INPUT REGARDING (A) THE ISSUANCE AND SALE BY THE CITY OF ST. GEORGE, UTAH OF NOT MORE THAN \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX BONDS, SERIES 2023; AND (B) ANY POTENTIAL ECONOMIC IMPACT THAT THE PROJECT TO BE FINANCED WITH THE PROCEEDS OF THE SERIES 2023 BONDS ISSUED UNDER THE ACT MAY HAVE ON THE PRIVATE SECTOR; AND RELATED MATTERS

Item at-a-glance:

Staff Contact: Trevor Coombs

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

Item History (background/project status/public process):

On July 6, 2023, the City Council approved Resolution No. 2023-004R authorizing the issuance and sale of not more than \$10,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2023, and related matters. The purpose of the public hearing is to receive input from the public regarding the issuance of the Bonds and any potential impact that the project to be financed with the proceeds of the Bonds may have on the private sector.

Staff Narrative (need/purpose):

In order to allow the City, in consultation with the City's Municipal Advisor, Lewis Young Robertson & Burningham, Inc., flexibility in setting the pricing date of the Series 2023 Bonds, the Council desires to grant to any two of the Mayor (including his designee or any Mayor pro tem), the City Manager, the Administrative Services Director, or Budget and Financial Planning Manager of the City (collectively, the Designated Officer) the authority to select the Purchaser to approve the method of sale, principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2023 Bonds shall be sold and make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the Parameters).

Name of Legal Dept approver: Tani Downing

Budget Impact:

Cost for the agenda item: \$10,000,000

Amount approved in current FY budget for item: \$10,000,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

Sales Tax Revenue Bond, Series 2023

Recommendation (Include any conditions):

Staff recommends holding the public hearing.



Agenda Date: 08/03/2023

Agenda Item Number: 08

Subject:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE (THE CITY), AUTHORIZING AND APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE AND SALE OF THE CITY'S SALES TAX REVENUE BONDS, SERIES 2023; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

Item at-a-glance:

Staff Contact: Trevor Coombs

Applicant Name: City of St. George

Reference Number: NA

Address/Location:

175 E. 200 North

Item History (background/project status/public process):

WHEREAS, the City adopted a resolution on July 6, 2023 (the Bond Resolution), approving the issuance of its Sales Tax Revenue Bonds, Series 2023 (the Series 2023 Bonds) (to be issued from time to time in various series and with such other series or title designation(s) as may be determined by the City), to (a) finance the acquisition and construction of a city hall, and all related improvements (the Project), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2023 Bonds herein described; and WHEREAS, in connection with the issuance of the Series 2023 Bonds, the City plans to use and distribute a Preliminary Official Statement (the Preliminary Official Statement), in substantially the form attached hereto as Exhibit B, and a final Official Statement (the Official Statement), in substantially the form as the Preliminary Official Statement; and WHEREAS, the City now desires to approve the Preliminary Official Statement and the Official Statement and to authorize their use and distribution in connection with the issuance of the Series 2023 Bonds;

Staff Narrative (need/purpose):

NOW, THEREFORE, it is hereby resolved by the City Council of the City of St. George, Utah as follows: Section 1. The City hereby approves the Preliminary Official Statement in substantially the form attached hereto as Exhibit B and hereby authorizes the utilization thereof in connection with the issuance of the Series 2023 Bonds and approves the Official Statement in substantially the same form as the Preliminary Official Statement and authorizes the utilization thereof in connection with the issuance of the Series 2023 Bonds. Section 2. The Designated Officers (as defined in the Parameters Resolution) or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Preliminary Official Statement or Official Statement herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2023 Bonds (within the parameters set by the Parameters Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the City or the provisions of the laws of the State of Utah or the United States. Section 3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Name of Legal Dept approver: Tani Downing

Budget Impact:

Cost for the agenda item: \$10,000,000

Amount approved in current FY budget for item: \$10,000,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Description of funding source:

Sales Tax Revenue Bond, Series 2023

Recommendation (Include any conditions):

Staff recommends approval.

St. George, Utah

August 3, 2023

The City Council (“City Council”) of the City of St. George, Utah (the “City”), met in regular public session on August 3, 2023, at City Hall, 175 East 200 North, St. George, Utah at 5:00 p.m. with the following members of the Council present:

Michele Randall	Mayor
Jimmie Hughes	Councilmember
Dannielle Larkin	Councilmember
Natalie Larsen	Councilmember
Gregg McArthur	Councilmember
Michelle Tanner	Councilmember

Also present:

Christina Fernandez	City Recorder
John Willis	City Manager

Absent:

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 3, 2023, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

It was then noted that pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), a notice of public hearing at 5:00 p.m. on August 3, 2023, with respect to the issuance of the Issuer’s Sales Tax Revenue Bonds, Series 2023, in the principal amount of not to exceed \$10,000,000, was

posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City, no less than fourteen (14) days prior to the public hearing. The public hearing was then opened to all members of the public desiring to give input with respect to the issuance by the Issuer of its Sales Tax Revenue Bonds, Series 2023.

Following public comment, if any, the public hearing was closed.

The resolution is as follows:

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE (THE "CITY"), AUTHORIZING AND APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE AND SALE OF THE CITY'S SALES TAX REVENUE BONDS, SERIES 2023; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City adopted a resolution on July 6, 2023 (the "Bond Resolution"), approving the issuance of its Sales Tax Revenue Bonds, Series 2023 (the "Series 2023 Bonds") (to be issued from time to time in various series and with such other series or title designation(s) as may be determined by the City), to (a) finance the acquisition and construction of a city hall, and all related improvements (the "Project"), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2023 Bonds herein described; and

WHEREAS, in connection with the issuance of the Series 2023 Bonds, the City plans to use and distribute a Preliminary Official Statement (the "Preliminary Official Statement"), in substantially the form attached hereto as Exhibit B, and a final Official Statement (the "Official Statement"), in substantially the form as the Preliminary Official Statement; and

WHEREAS, the City now desires to approve the Preliminary Official Statement and the Official Statement and to authorize their use and distribution in connection with the issuance of the Series 2023 Bonds;

NOW, THEREFORE, it is hereby resolved by the City Council of the City of St. George, Utah as follows:

Section 1. The City hereby approves the Preliminary Official Statement in substantially the form attached hereto as Exhibit B and hereby authorizes the utilization thereof in connection with the issuance of the Series 2023 Bonds and approves the Official Statement in substantially the same form as the Preliminary Official Statement and authorizes the utilization thereof in connection with the issuance of the Series 2023 Bonds.

Section 2. The Designated Officers (as defined in the Parameters Resolution) or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Preliminary Official Statement or Official Statement herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2023 Bonds (within the parameters set by the Parameters Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any

resolution adopted by the City or the provisions of the laws of the State of Utah or the United States.

Section 3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this August 3, 2023.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

I, Christina Fernandez, the undersigned City Recorder of the City of St. George, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on August 3, 2023, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on August 3, 2023, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City’s official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this August 3, 2023.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Christina Fernandez, the undersigned City Recorder of the City of St. George, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 3, 2023 public meeting held by the City Council of the City (the “City Council”), as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____, and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 3, 2023.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

NEW ISSUE—Book-Entry-Only Form**Rating: S&P “___”**
(See “BOND RATING” herein.)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), the interest on the Series 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2023 Bonds is exempt from State of Utah individual income taxes. The Series 2023 Bonds have not been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See “TAX MATTERS” herein.

\$10,000,000*
CITY OF ST. GEORGE, UTAH
SALES TAX REVENUE BONDS,
SERIES 2023

Dated: Date of Initial Delivery**Due: August 1, as shown on the inside cover**

The \$10,000,000* Sales Tax Revenue Bonds, Series 2023 are issued as fully registered bonds, and when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2023 Bonds. Purchases of Series 2023 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2023 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2023 Bonds. Interest on the Series 2023 Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2024, by U.S. Bank Trust Company, National Association, as Paying Agent, all as more fully described herein. Payment of the principal of and interest on such Series 2023 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See “THE SERIES 2023 BONDS—Book-Entry-Only System” herein.

The Series 2023 Bonds are subject to optional [and sinking fund] redemption prior to maturity. See “THE SERIES 2023 BONDS—Redemption Provisions” herein.

The proceeds of the Series 2023 Bonds will be used by the City for the purpose of (a) financing the acquisition and construction of a city hall and all related improvements (the “Series 2023 Project”) and (b) paying costs of issuance of the Series 2023 Bonds.

The Series 2023 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and certain funds and accounts pledged therefor in the Indenture between the City and U.S. Bank Trust Company, National Association, as Trustee. The Revenues consist primarily of the Pledged Sales and Use Taxes, as discussed herein. No assurance can be given that the Revenues will remain sufficient for the payment of the principal of and interest on the Series 2023 Bonds and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. See “RISK FACTORS” herein. The Series 2023 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2023 Bonds or any portion thereof to secure payment of the Series 2023 Bonds. See “SECURITY FOR THE BONDS” herein.

The Series 2023 Bonds are offered when, as and if issued by the City and subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Tani Downing, Esq., City Attorney. Lewis Young Robertson & Burningham, Inc. has acted as municipal advisor to the City in connection with the issuance of the Series 2023 Bonds. It is expected that the Series 2023 Bonds, in book-entry-only form, will be available for delivery to DTC or its agent on or about August 16, 2023.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page and not otherwise defined shall have the meanings assigned to such terms in the body of this Official Statement. This Official Statement is dated _____, 2023, and the information contained herein speaks only as of that date.

RBC CAPITAL MARKETS

* Preliminary; subject to change.

\$10,000,000*

**CITY OF ST. GEORGE, UTAH
SALES TAX REVENUE BONDS, SERIES 2023**

MATURITIES, AMOUNTS, INTEREST RATES, AND PRICES OR YIELDS

<u>Due</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP**</u>
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
2048				
2049				
2050				
2051				
2052				
2053				

[\$ _____ % Term Bond maturing _____, 20____; Price _____%; CUSIP _____]

* Preliminary; subject to change.

** CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of The American Bankers Association. This information is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2023 Bonds. None of the City, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to its correctness on the Series 2023 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2023 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2023 Bonds.

The information set forth herein has been obtained from the City, DTC, and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City, or in any other information contained herein since the date hereof.

No dealer, broker, salesman or any other person has been authorized by the City or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2023 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

All inquiries relating to this Official Statement and the offering contemplated herein should be directed to the Underwriter. Prospective investors may obtain additional information from the Underwriter or the City which they may reasonably require in connection with the decision to purchase any of the Series 2023 Bonds from the Underwriter.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Forward-looking statements are included in the Official Statement under the captions “INTRODUCTION,” “SECURITY FOR THE BONDS,” “ESTIMATED SOURCES AND USES OF FUNDS,” “DEBT STRUCTURE OF THE CITY,” and “RISK FACTORS.” The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The yields at which the Series 2023 Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this Official Statement. In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect market prices of the Series 2023 Bonds. Such transactions, if commenced, may be discontinued at any time.

THE SERIES 2023 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2023 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2023 Bonds.

\$10,000,000*
CITY OF ST. GEORGE, UTAH
SALES TAX REVENUE BONDS,
SERIES 2023

175 East 200 North
St. George, Utah 84770
(435) 627-4000

CITY COUNCIL

Michele Randall..... Mayor
Jimmie Hughes Councilmember
Dannielle Larkin..... Councilmember
Gregg McArthur Councilmember
Natalie Larsen..... Councilmember
Michelle Tanner..... Councilmember

CITY ADMINISTRATION

John Willis..... City Manager
Robert Myers Budget and Financial Planning Director
Marc Mortensen..... Director of Operations
Trevor A. Coombs Administrative Services Director
Tiffany LaJoice..... Finance Manager
Laura Olson City Treasurer
Christina Fernandez..... City Recorder
Tani Downing City Attorney

TRUSTEE, PAYING AGENT, AND REGISTRAR

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101
(801) 534-6051

MUNICIPAL ADVISOR

Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

BOND AND DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101
(801) 364-5080

UNDERWRITER

RBC Capital Markets, LLC
2398 East Camelback Road, Suite 700
Phoenix, Arizona 85016
(602) 381-5360

* Preliminary; subject to change.

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OFFICIAL STATEMENT

RELATING TO

\$10,000,000*

**CITY OF ST. GEORGE, UTAH
SALES TAX REVENUE BONDS,
SERIES 2023**

INTRODUCTION

This Official Statement, including the cover page, introduction, and appendices, provides information in connection with the issuance and sale by the City of St. George, Utah (the “City”) of its \$10,000,000* Sales Tax Revenue Bonds, Series 2023 (the “Series 2023 Bonds”), initially issued in book-entry form only. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of Series 2023 Bonds to potential investors is made only by means of the entire Official Statement.

See also the following appendices attached hereto: APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022; APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE; APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING WASHINGTON COUNTY; APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING; APPENDIX E—FORM OF OPINION OF BOND COUNSEL; and APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM.

The City

The City is located in Washington County (the “County”) 300 miles southwest of Salt Lake City, Utah and approximately 120 miles north of Las Vegas, Nevada. The City was incorporated in 1862 and its population in 2022 was approximately 102,519, according to the U.S. Census Bureau. For additional information regarding the City, see “THE CITY,” “DEBT STRUCTURE OF THE CITY,” and “APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022” all herein.

Authorization and Purpose of the Bonds

The Series 2023 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), and other applicable provisions of law; (ii) resolutions adopted by the City Council of the City (the “City Council”) on July 6, 2023 and August [3], 2023 (together, the “Resolution”); and (iii) a General Indenture of Trust dated as of August 1, 2023 (the “General Indenture”), as supplemented by a First Supplemental Indenture of Trust dated as of August 1, 2023 (the “First Supplemental Indenture” and together with the General Indenture, the “Indenture”) each by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”).

The proceeds from the sale of the Series 2023 Bonds will be used by the City for the purpose of (a) financing the acquisition and construction of a city hall, and all related improvements (the “Series 2023 Project”) and (b) paying costs of issuance of the Series 2023 Bonds. See “THE 2023 PROJECT” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

* Preliminary; subject to change.

Security and Source of Payment

The Series 2023 Bonds are special limited obligations of the City, payable solely from and secured solely by a pledge of the hereinafter defined Revenues, monies, securities and certain funds and accounts pledged therefor in the Indenture. “Revenues” consist primarily of the sales and use tax revenues (the “Pledged Sales and Use Taxes”) received by City under Title 59, Chapter 12, Part 2 of the Utah Code (the “Local Sales and Use Tax Act”).

No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2023 Bonds and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. See “RISK FACTORS” herein. The Series 2023 Bonds do not constitute a general obligation indebtedness, a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2023 Bonds or any portion thereof to secure payment of the Series 2023 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” herein.

The Pledged Sales and Use Taxes for fiscal year 2022 totaled \$35,030,370 and provide projected coverage of approximately _____* times the estimated maximum annual debt service requirement for the Series 2023 Bonds, assuming that annual Pledged Sales and Use Taxes over the life of the Series 2023 Bonds are maintained at the fiscal year 2022 amount. See “RISK FACTORS” herein for additional information.

Initial Bonds and Additional Bonds

The Series 2023 Bonds are the initial Series of Bonds under the Indenture. The City may issue Additional Bonds or other obligations payable on a parity with the Series 2023 Bonds upon complying with certain requirements set forth in the Indenture. Such Additional Bonds issued under the Indenture together with the Series 2023 Bonds are sometimes collectively referred to herein as the “Bonds.” See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds” below.

State Pledge of Nonimpairment

In accordance with Section 11-14-307 of the Act, the State pledges that it will not alter, impair or limit the taxes comprising the Pledged Sales and Use Taxes in a manner that reduces the amounts to be rebated to or collected by the County until obligations secured by such taxes, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of such obligations. See “SECURITY FOR THE BONDS—State Pledge of Nonimpairment” and “RISK FACTORS” herein.

However, the City notes that the State’s pledge of non-impairment under Section 11-14-307 of the Act has not been interpreted by a court of law and, therefore, the City cannot predict the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and collection of the Pledged Sales and Use Taxes or (iii) impact any other aspect of Pledged Sales and Use Taxes.

Redemption Provisions

The Series 2023 Bonds are subject to optional [and sinking fund] redemption prior to maturity. See “THE SERIES 2023 BONDS—Redemption Provisions” herein.

Registration, Denominations and Manner of Payment

The Series 2023 Bonds are issuable only as fully registered bonds without coupons and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2023 Bonds. Purchases of Series 2023 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial Owners of the Series 2023 Bonds will not be

entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2023 Bonds.

Principal of and interest on the Series 2023 Bonds (interest payable February 1 and August 1 of each year, commencing February 1, 2024) are payable by U.S. Bank Trust Company, National Association, as paying agent (the “Paying Agent”), to the registered owners of the Series 2023 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the Beneficial Owners of the Series 2023 Bonds, as described under “THE SERIES 2023 BONDS—Book-Entry-Only System” herein.

Tax Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. The Series 2023 Bonds have not been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2023 Bonds is exempt from State of Utah individual income taxes.

See “TAX MATTERS” in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2023 Bonds.

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2023 Bonds are offered when, as and if issued and received by RBC Capital Markets, LLC (the “Underwriter”), subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed on for the City by Tani Downing, Esq., City Attorney. It is expected that the Series 2023 Bonds will be available for delivery in Salt Lake City, Utah, for deposit with DTC or one of its agents, on or about August 16, 2023.

Basic Documentation

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the City, the Series 2023 Bonds, and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, and references herein to the Series 2023 Bonds are qualified in their entirety by reference to the forms thereof included in the Indenture and the information with respect thereto included in the aforementioned document, copies of which are available for inspection at the principal office of the Trustee on or after the delivery of the Series 2023 Bonds. Descriptions of the Indenture and the Series 2023 Bonds are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction. During the period of the offering of the Series 2023 Bonds, copies of the preliminary forms of any of the aforementioned documents will be available from the “contact persons” as indicated below. Also see “APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE” attached hereto. The “basic documentation” which includes the Resolution, the Indenture and other documentation, authorizing the issuance of the Series 2023 Bonds and establishing the rights and responsibilities of the City and other parties to the transaction, may be obtained from the “contact persons” as indicated below.

Contact Persons

The chief contacts for the City concerning the Series 2023 Bonds are:

John Willis, City Manager
Robert Myers, Budget and Financial Planning Director
City of St. George
175 East 200 North
St. George, Utah 84770
(435) 627-4800
john.willis@sgcity.org
Robert.myers@sgcity.org

Additional requests for information may be directed to the City's municipal advisor:

Jason Burningham, Principal
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700
jason@lewisyoung.com

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

The Series 2023 Bonds are special, limited obligations of the City, payable solely by a pledge and assignment of the Revenues and moneys on deposit in the funds and accounts (other than the Rebate Fund) established under the Indenture. The Series 2023 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity or the State. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2023 Bonds or any portion thereof to secure payments of the Series 2023 Bonds.

Pledged Sales and Use Taxes

The Local Sales and Use Tax Act provides that each city and town in the State may levy a local sales and use tax of up to 1.00% on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1.00%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1.00%. The City currently levies sales and use taxes at the full rate of 1.00%. The legislative intent contained in the Local Sales and Use Tax Act is to provide an additional source of revenues to municipalities that is to be used to finance their capital outlay requirements and to service their bonded indebtedness. See "RISK FACTORS—Uncertainty of Economic Activity and Pledged Sales and Use Tax Revenues" and "—Legislative Changes to Sales Tax Statutes," herein.

The local sales and use tax is levied in addition to a statewide sales and use tax (the "Statewide Tax") which is currently imposed at a rate of 4.85% of the purchase price of taxable goods and services (except that only 1.75% is levied on unprepared food and food ingredients and sales of natural gas, electricity and fuel oil for residential use are taxed at a statewide rate of 2.00%). The taxable transactions and the exemptions under the Local Sales and Use Tax Act conform to those of the statewide sales and use tax.

Sales tax is imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the

lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State.

In addition to the sales and use taxes described above, counties and cities in the State are authorized to impose sales and use taxes to fund a public transportation system, for zoo, art and parks purposes and at the option of the county for general fund purposes of the county, which sales and use taxes do not constitute Pledged Sales and Use Tax Revenues. Washington County imposes sales and use taxes for public transportation, for zoo, art and parks purposes, and for general fund purposes of Washington County. None of these taxes are pledged as a component of the Pledged Sales and Use Tax Revenues. The total sales and use tax imposed in the City (other than certain specialty taxes, including a motor vehicle rental tax, a transient room tax, and a tourism restaurant tax imposed by Washington County) is 6.75%.

Local sales and use taxes, including the Pledged Sales and Use Tax Revenues, are collected by the Utah State Tax Commission and distributed on a monthly basis to each county, city and town. The distributions are based on a formula, which provides that (1) 50% of sales tax collections will be distributed on the basis of the population of the local government and (2) 50% of sales tax collections will be distributed on the basis of the point of sale (the “50/50 Distribution”). The 50/50 Distribution formula is subject to the provision that certain qualifying cities and towns are eligible to receive a minimum tax revenue distribution (the “Minimum Distribution”) if such amount is greater than the 50/50 Distribution. Changes to such formula have been and continue to be under discussion and the City cannot predict whether the State Legislature will make any such adjustments. See “RISK FACTORS—Legislative Changes to Sales Tax Statutes,” herein.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding him or her to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Historical Sales Tax Revenues

A historical summary of the Pledged Sales and Use Tax Revenues for the last ten fiscal years along with an estimate by the City of such revenues for fiscal year 2023 is shown below.

Historical Summary of Sales Tax Revenues

<u>Fiscal Year Ended June 30</u>	<u>Sales Tax Revenues</u>	<u>Percent Change from Prior Year</u>
2023*	\$36,098,242*	3.05%
2022	35,030,370	16.90
2021	29,967,205	23.21
2020	24,321,782	9.07
2019	22,299,586	5.85
2018	21,067,521	9.33
2017	19,268,824	9.08
2016	17,665,339	7.58
2015	16,420,259	6.54
2014	15,412,412	6.28
2013	14,501,038	—

(Source: For fiscal years 2013 through 2022, extracted from the City’s Annual Comprehensive Financial Report, Continuing Disclosure Section (Unaudited) for the fiscal year ended June 30, 2022.)

* Preliminary estimate; subject to change.

The Largest Sales Taxpayers in the City

State law prohibits disclosure of information relating to specific payors of the sales and use taxes in the City. However, with respect to the specific sources of sales and use taxes for fiscal year 2022, the top ten taxpayers combined accounted for approximately 26.7% of all applicable sales occurring within the City. Such taxpayers primarily include department stores, automobile retailers, grocery stores, online retailers, and building supply retailers.

Debt Service Coverage

As shown above, the Pledged Sales and Use Taxes for fiscal year 2022 totaled \$35,030,370 and provide projected coverage of approximately _____* times the estimated maximum annual debt service requirement for the Series 2023 Bonds, assuming that annual Pledged Sales and Use Taxes over the life of the Series 2023 Bonds are maintained at the fiscal year 2022 amount. See "RISK FACTORS" herein.

Flow of Funds

All Revenues shall be accounted for by the City separate and apart from all other moneys of the City.

(a) So long as any Bonds are Outstanding, as a first charge and lien on the Revenues, the City shall, at least semi-annually and at least fifteen days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the City need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) one-half of the Principal and premium, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Principal and premium on the next succeeding Principal payment date established for the Bonds; plus

(iii) one-half of the Sinking Fund Installments, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Sinking Fund Installments on the next succeeding Sinking Fund Installment payment date (for deposit to the Sinking Fund Account within the Bond Fund);

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Bonds promptly on each such date as the same become due and payable.

As a second charge and lien on the Revenues, the City shall on or before fifteen days prior to each Interest Payment Date replenish or repay, as applicable, the Debt Service Reserve Fund and/or the Reserve Instrument Fund as required by the Indenture.

Subject to making the foregoing deposits, the City may use the balance of the Revenues accounted for in the Revenue Fund for any of the following (i) redemption of Bonds; (ii) refinancing, refunding, or advance refunding of any Bonds; or (iii) for any other lawful purpose.

No Debt Service Reserve

There is no Debt Service Reserve Requirement for the Series 2023 Bonds and consequently no Account in the Debt Service Reserve Fund will be funded with respect to the Series 2023 Bonds.

Additional Bonds

No additional indebtedness, bonds or notes of the City secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the Bonds will be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the City payable on a parity with the Bonds out of Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing under the Indenture on the date of authentication of any Additional Bonds. This provision will not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds or other indebtedness to be outstanding plus (y) the average annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of such Additional Bonds, provided, however, that such coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued under the Indenture and (ii) the maximum Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining maximum Aggregate Annual Debt Service for the Bonds being refunded therewith; and

(c) All payments required by the Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued under the Indenture or other obligations of the City (including the funding of necessary reserves and the payment of costs of issuance), (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance), and/or (iii) any other lawful purpose of the City.

RISK FACTORS

The purchase of the Series 2023 Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Series 2023 Bonds should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain of these risks are described below; however, it is not intended to be a complete representation of all the possible risks involved.

Series 2023 Bonds are Limited Obligations

The Series 2023 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Revenues consist primarily of the Pledged Sales and Use Taxes. The Series 2023 Bonds do not constitute a general obligation indebtedness nor are they secured by a pledge of the ad valorem taxing power or the full faith and credit of the City and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2023 Bonds or any portion thereof to secure payment of the Series 2023 Bonds.

Limitation on Increasing Rates for Pledged Sales and Use Taxes

The City currently levies the maximum rate allowed under Utah law for the respective Pledged Sales and Use Taxes. No assurance can be given that the Pledged Sales and Use Taxes will remain sufficient for the payment of the principal or interest on the Series 2023 Bonds and the City is limited by Utah law in its ability to increase the rate of such taxes.

No Reserve Fund Requirement for the Series 2023 Bonds

Pursuant to the Indenture, each Series of Bonds may be secured by a separate subaccount in the Debt Service Reserve Fund. Upon the issuance of the Series 2023 Bonds there will be no funding of an account of the Debt Service Reserve Fund with respect to the Series 2023 Bonds.

Uncertainty of Economic Activity and Pledged Sales and Use Taxes

The amount of sales and use taxes collected by the City is dependent on several factors beyond the control of the City, including, but not limited to, the state of the United States economy and the economy of the State and the City. Any one or more of these factors could result in the City receiving less sales and use taxes than anticipated. During periods in which economic activity declines, Sales Tax Revenues are likely to fall as compared to an earlier year. In addition, sales and use taxes are dependent on the volume of the transactions subject to the tax. From time to time, proposals have been made by the Utah State Legislature (the "State Legislature") to add or remove certain types of purchases from the sales tax. The City cannot predict what impact these issues may have on the sales and use taxes it receives and consequently the amount of Pledged Sales and Use Taxes received by the City for the payment of the Series 2023 Bonds.

Legislative Changes to Local Sales Tax Act

The State Legislature has authority to alter the statutes under which the City derives its various sales and use tax revenues, including specifically the Pledged Sales and Use Taxes. From time to time proposals are discussed and introduced to change these statutes, including changes that could significantly reduce the amount of Pledged Sales and Use Taxes the City receives. This can be done by, among other things, expanding or diminishing the sales tax base, reducing rates or altering the formula by which the tax revenues are allocated among the counties, cities and towns within the State. The City cannot predict whether the State Legislature will change the sales and use tax base, rates, and/or distribution methods, including changes that could affect its Pledged Sales and Use Taxes at some point in the future.

Limitation on Increasing Rates for Sales Tax Revenues

The City currently levies the maximum rate allowed under Utah law for the Pledged Sales and Use Taxes. No assurance can be given that the Pledged Sales Tax Revenues received by the City will remain sufficient for the payment of the principal or interest on the Series 2023 Bonds and the City is limited by Utah law in its ability to increase the rate of such taxes.

Natural Disasters and Climate Change

Climate change may intensify and increase the frequency of extreme weather events, such as drought, wildfires, floods and heat waves. The loss of life and property damage that could result from such extreme weather events or a major natural disaster could have a material and adverse impact on the City and the local community and economy.

Continuing Inflation; Economic Conditions

The City, like the rest of the nation, has recently experienced significant increases in costs of supplies, food and energy, in addition to associated wage and salary pressures. Although some of these costs have recently dissipated there is no guarantee that they will continue to do so.

Although the City has seen growth in its revenues due to economic conditions, there is no guarantee that such conditions will continue into the future. A decrease in economic activity may cause a decrease in the Pledged Sales and Use Taxes and may impact the ability of the City to pay principal of and interest on the Series 2023 Bonds. The City cannot predict the extent or effect of inflationary, recessionary or other economic pressures on its revenues.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the City to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. To date, the City has not been the subject of a successful materially adverse cyberattack. The City believes it has made all reasonable efforts to ensure that any such attack is not successful and that the information systems of the City are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber-related risk through the Utah Local Governments Trust and a private insurance company.

THE SERIES 2023 BONDS

General

The Series 2023 Bonds are dated the date of their initial delivery and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2023 Bonds will be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2024. The Series 2023 Bonds are issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof.

The Series 2023 Bonds shall bear interest at the rates and shall mature in each of the years as described on the inside cover page hereof. Interest on the Series 2023 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2023 Bonds will be payable by check or draft mailed by the Trustee to the registered owner thereof (initially DTC) as of the Regular Record Date. Principal of and premium, if any, on the Series 2023 Bonds will be payable at the principal corporate trust office of U.S. Bank Trust Company, National Association, Salt Lake City, Utah, as Trustee and Paying Agent, or its successor upon presentation of the Series 2023 Bonds by the registered owners or their duly authorized agents on or after the date of maturity or redemption.

The Series 2023 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Revenues consist primarily of the Pledged Sales and Use Taxes. No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2023 Bonds. The Series 2023 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City or the County, and are not obligations of the County, the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2023 Bonds or any portion thereof to secure payment of the Series 2023 Bonds. See "SECURITY FOR THE BONDS" herein.

Redemption Provisions

[Optional Redemption] The Series 2023 Bonds maturing on or prior to August 1, 20___, are not subject to redemption prior to maturity. The Series 2023 Bonds maturing on or after August 1, 20___, are subject to redemption at the option of the City on August 1, 20___, and on any date thereafter prior to maturity, in whole or in part, from

such maturities or parts thereof as may be selected by the City, at a redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.]

[Mandatory Sinking Fund Redemption]. The Series 2023 Bonds maturing on August 1, 20___, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund
Redemption Date
(August 1)

Mandatory Sinking Fund
Redemption Amount

* Final Maturity Date

Upon redemption of any Series 2023 Bonds maturing on August 1, 20___, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2023 Bonds maturing on August 1, 20___, in such order of mandatory sinking fund date as shall be directed by the City.]

Notice of Redemption. In the event any of the Series 2023 Bonds are to be redeemed, the Registrar shall cause notice of redemption to be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2023 Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least 30 days but not more than 60 days prior to the date fixed for redemption.

In addition to the foregoing, further notice of any redemption of Series 2023 Bonds shall be given by the Trustee, simultaneously with or shortly after the mailed notice to Registered Owners, by posting such notice to the MSRB's Electronic Municipal Market Access website or its successors. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

If at the time of mailing of any notice of optional redemption there is not on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice will state that such redemption will be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys will not have been so received said notice will be of no force and effect and the City will not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption will not be made and the Trustee will within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

Partially Redeemed Fully Registered Bonds. In case any Series 2023 Bond shall be redeemed in part only, upon the presentation of such Series 2023 Bond for such partial redemption, the City shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the City, a Series 2023 Bond or Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Series 2023 Bond. A portion of any Series 2023 Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Series 2023 Bonds for redemption, the Trustee will treat each such Series 2023 Bond as representing that number of Series 2023 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2023 Bonds by \$5,000.

Book-Entry-Only System

The Series 2023 Bonds originally will be issued solely in book-entry form to DTC or its nominee, Cede & Co., to be held in DTC's book-entry system. So long as such Series 2023 Bonds are held in the book-entry-only system, DTC or its nominee will be the registered owner or Holder of such Series 2023 Bonds for all purposes of the Indenture, the Series 2023 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series

2023 Bonds may be made in denominations described above. For a description of the book-entry-only system for the Series 2023 Bonds, see “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM.”

Registration, Transfer and Exchange

In the event that the book-entry-only system has been terminated, the Series 2023 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondowner or his duly authorized attorney, may be exchanged for an equal aggregate principal amount of Series 2023 Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations.

For every such exchange or transfer of the Series 2023 Bonds, the Trustee may make a charge sufficient to reimburse it for any tax or governmental charge required to be paid with respect to such exchange or transfer of the Series 2023 Bonds, but may impose no other charge therefor.

The City and the Trustee shall not be required to issue, transfer, or exchange any Series 2023 Bond after the Regular Record Date with respect to any redemption of such Series 2023 Bond or during a period from and including any Regular Record Date with respect to any interest payment date to and including such interest payment date. The Regular Record Date, for each Interest Payment Date, is the fifteenth day immediately preceding each interest payment date.

THE 2023 PROJECT

A portion of the proceeds from the Series 2023 Bonds will be used to finance the acquisition and construction of a new city hall (the “New City Hall Project”). The New City Hall Project will be located on a 2.8-acre site in a central area of the City and is planned to be a three-level, 72,000 square-foot structure and allow for 30 to 40 years of employee growth. [Adjacent to the New City Hall Project, a new, 298-stall, four-level parking structure is planned which is designed to accommodate the parking needs of the New City Hall Project and downtown businesses. The new parking structure will be financed by bonds issued concurrently with the Series 2023 Bonds by the City’s Municipal Building Authority. See “DEBT STRUCTURE OF THE CITY—Future Debt Plans.”]

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds for the Series 2023 Bonds are as follows:

Sources of Funds

Par Amount of Series 2023 Bonds	\$
[Net] Original Issue Premium	
Total	\$

Uses of Funds

Deposit to Construction Fund.....	\$
Costs of Issuance ⁽¹⁾	
Total	\$

⁽¹⁾ Includes municipal advisor fees, legal, rating agency, Trustee fees, underwriting discount and other costs and expenses related to the issuance of the Series 2023 Bonds.

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DEBT SERVICE SCHEDULE

The following table sets forth the debt service schedule for the Series 2023 Bonds. Figures are rounded to the nearest dollar.

<u>Fiscal Year</u>	<u>Principal*</u>	<u>Interest</u>	<u>Total</u>
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
TOTAL			

(Source: The Municipal Advisor.)

* Preliminary; subject to change.

THE CITY

General Information

The City is located approximately 300 miles southwest of Salt Lake City, Utah and approximately 120 miles north of Las Vegas, Nevada in Washington County, Utah (the “County”). The City was incorporated in 1862. The U.S. Census Bureau estimated its population to be 102,519 as of July 1, 2022. Based on its population, it is classified as a city of the second class. The City covers an area of approximately 75 square miles. For additional information regarding the City, see “APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022” herein.

Form of Government

The City is currently governed by a Mayor and five-member city council (the “City Council”), elected at large by voters in the City. A measure of continuity is provided in the City Council by the election of the councilmembers to four-year overlapping terms. Duties of the councilmembers include the responsibility for all City affairs in general. The City Council must approve and may revise the budget of any City department. The City Council serves as the legislative body of the City and appropriates funds for the various City functions. The City Council is the tax levying body, determining the necessary City property tax levy each year. The City Council also licenses and regulates businesses, exhibitions, and recreation within the incorporated City area. Other appointed officials are the City Manager, Budget & Financial Planning Manager, Administrative Services Director, Attorney, City Recorder, Treasurer, Police Chief, Fire Chief and other department heads.

Current members of the City Council and other officers of the City and their respective terms in office are as follows:

<u>Office</u>	<u>Person</u>	<u>Years in Current Position</u>	<u>Expiration of Term</u>
Mayor	Michele Randall ⁽¹⁾	3	December 2025
Councilmember	Jimmie Hughes	13	December 2023
Councilmember	Dannielle Larkin ⁽²⁾	3	December 2023
Councilmember	Gregg McArthur	4	December 2023
Councilmember	Natalie Larsen ⁽³⁾	2	December 2025
Councilmember	Michelle Tanner	2	December 2025
City Manager	John Willis ⁽⁴⁾	1	Non-Elected
Budget and Financial Planning Director	Robert Myers	2	Non-Elected
Director of Operations	Marc Mortensen ⁽⁵⁾	2	Non-Elected
Administrative Services Director	Trevor A. Coombs	6	Non-Elected
City Attorney	Tani Downing	2	Non-Elected
City Recorder	Christina Fernandez ⁽⁶⁾	10	Non-Elected
City Treasurer	Laura Olson ⁽⁷⁾	7	Non-Elected
Finance Manager	Tiffany LaJoice ⁽⁸⁾	8	Non-Elected

⁽¹⁾ Mayor Randall also served as a councilmember for 7 years.

⁽²⁾ Ms. Larkin also served as a Planning Commission member for 4 years.

⁽³⁾ Ms. Larsen also served as a Planning Commission member for 2 years.

⁽⁴⁾ Mr. Willis also served the City 4 years as Planning & Zoning Manager and 4 years as Community Development Director.

⁽⁵⁾ Mr. Mortensen also served for 20 years as the Support Services Manager and Support Service Director.

⁽⁶⁾ Ms. Fernandez also served the City for 7 years as Payroll Specialist.

⁽⁷⁾ Ms. Olson also served the City 2 years as a Customer Service Representative, 11 years as Business License Officer, and 1 year as Community Development Office Manager.

⁽⁸⁾ Ms. LaJoice also served the City for 9 years as Treasurer.

Employee Workforce and Retirement System

The City currently employs approximately 771 full-time and approximately 578 part-time employees for a total employment of approximately 1,349 employees.

The City is a member of the Utah State Retirement System (the “Retirement System”) and participates in a deferred compensation plan. The Retirement System provides retirement benefits, annual cost of living adjustments, death benefits and refunds to plan members and beneficiaries in accordance with retirement statutes established and amended by the Utah State Legislature. For additional information, see “APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022—Notes to the Financial Statements – V. Other Information – F. Employee retirement systems and pension plans.”

No OPEB Liability

The City has conducted a review of liabilities that it may owe for post-employment benefits. Based upon such review, the City reports that it does not have any liabilities relating to post-employment benefits.

Risk Management

The City is self-insured up to \$250,000 per claim for general liability, law enforcement liability, and auto liability. Utah Local Governments Trust administers the liability policy above the City’s self-insured retention. Property is covered by a blanket all-risk policy with limits of up to \$1,000,000,000 per occurrence, excess of a per occurrence deductible of \$25,000. Utah Local Governments Trust administers the property insurance policy. Power Generation Property Coverage is \$141,260,681, excess of various deductibles and sub-limits. For additional information, see “APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022—Notes to the Financial Statements – V. Other Information – A. Risk Management.”

Investment of Funds

Investment of Operating Funds: The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended (the “Money Management Act”), governs the investment of all public funds held by public treasurers in the State of Utah (the “State”). It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying “top credit ratings.” The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the “Money Management Council”) to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer’s safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State’s prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. A significant portion of the City funds are invested in the Utah Public Treasurers’ Investment Fund (the “Utah Treasurer’s Fund”), as discussed below.

The Utah Public Treasurers’ Investment Fund. The Utah Treasurers’ Fund is a public treasurers’ investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers’ Fund invests to

ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management Act. Safekeeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A-1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's Investors Service, Inc. or Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc. These securities represent limited risks to governmental institutions investing with the Utah Treasurers' Fund. Variable rate securities in the Utah Treasurers' Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurer's Fund is reviewed monthly by the State's Money Management Council and audited by the State Auditor.

See "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022—Notes to The Financial Statements – I. Summary of Significant Accounting Policies" and "– IV. Detailed Notes for All Funds."

Additional Information

For additional information with respect to the City and its finances see "FINANCIAL INFORMATION REGARDING THE CITY," "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022," and "APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING WASHINGTON COUNTY."

DEBT STRUCTURE OF THE CITY
(As of August 1, 2023)

Outstanding Municipal Indebtedness of the City

Sales Tax Revenue Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Balance Outstanding</u>
2023 ⁽¹⁾	City Hall	\$10,000,000*	August 1, 2053*	<u>\$10,000,000*</u>

⁽¹⁾ For purposes of this Official Statement, the Series 2023 Bonds will be considered issued and outstanding.
* Preliminary; subject to change.

Excise Tax Revenue Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Balance Outstanding</u>
2017	Refunding/Airport	\$8,675,000	June 1, 2034	<u>\$6,110,000</u>

Franchise Tax Revenue Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Balance Outstanding</u>
2014	Roads	\$8,150,000	December 1, 2028	\$3,980,000
2015	Park Improvements	7,898,000	June 1, 2025	<u>1,672,000</u>
Total				<u>\$5,652,000</u>

[*General Obligation Bonds*

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Balance Outstanding</u>
2010	Refunding	\$5,395,000	August 1, 2023	<u>\$1,805,000]</u>

Electric Revenue Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Balance Outstanding</u>
2016	Refunding	\$40,625,000	June 1, 2038	\$33,740,000
2016B	Refunding	10,336,000	June 1, 2025	<u>2,433,000</u>
Total.....				<u>\$36,173,000</u>

Water Treatment Revenue Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Balance Outstanding</u>
2020	System Improvements	\$36,090,000	April 1, 2045	<u>\$33,385,000</u>

Lease Revenue Bonds⁽¹⁾

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Balance Outstanding</u>
2023	Parking	\$10,000,000*	June 1, 2054*	<u>\$10,000,000*</u>

⁽¹⁾ The Municipal Building Authority of the City of St. George, Utah (the “Authority”), was created to build and acquire projects for the City. The Authority has no assets, except for those purchased with the lease revenue bonds described above. The Authority’s debt does not constitute legal debt of the City within the meaning of any constitutional or statutory limitation of the City. The Authority and the City plan issue the bonds listed above (the “MBA Bonds”) simultaneously with the issuance of the Series 2023 Bonds. The Authority and the City will enter into an annual lease that may be terminated by the City in any year and lease payments by the City may be made only from funds that are annually budgeted and appropriated by the City for such purposes. The lease revenue bonds of the Authority are secured by an assignment of the City’s lease payments and a security interest in the project financed by such bonds. The MBA Bonds are not secured by the Pledged Sales and Use Taxes.

* Preliminary; subject to change.

No Defaulted Bonds

The City has never failed to pay principal and interest when due on any of its bonds, notes or other financial obligations.

Future Debt Plans

The City does not have any current plans to issue Additional Bonds on a parity with the Series 2023 Bonds within the next three years, but reserves the right to do so as its capital needs require. As noted above, the City and its Municipal Building Authority plan to issue approximately \$10,000,000 in lease revenue bonds simultaneously with the Series 2023 Bonds. The City also anticipates issuing approximately \$_____ within the next [3] years in general obligation bonds subject to voter approval in a November 2023 bond election. [The City may issue _____ bonds in the next three years.]

Other Financial Considerations

The City has entered into various other agreements to finance its capital needs including capital leases. See “APPENDIX A — CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022—Notes to the Financial Statements – IV – Detailed Notes for all Funds – G. Leases Payable” herein.

Five-Year Financial Summaries

For five-year financial summaries of the City’s General Fund balance sheet, governmental activities statement of net position, and total governmental funds statement of revenues, expenditures and changes in fund balances, see pages 199, 200, and 201 of “APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022” herein.

LEGAL MATTERS

General

The authorization and issuance of the Series 2023 Bonds is subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Tani Downing, Esq., City Attorney. The approving opinion of Bond Counsel will be delivered with the Series 2023 Bonds. A copy of the form of the opinion of Bond Counsel is set forth in APPENDIX E of this Official Statement.

Absence of Litigation

A non-litigation opinion issued by Tani Downing, Esq., City Attorney, dated the date of closing, will be provided stating, among other things, that to the best of her knowledge, after due inquiry, no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, has been served on the City or is threatened, challenging the creation, organization, or existence of the City or the titles of its officers to their respective offices or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2023 Bonds or for the purpose of restraining or enjoining the levy and collection of taxes or assessments by the City, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2023 Bonds are issued or the validity of the Series 2023 Bonds or the issuance thereof.

TAX MATTERS

The following is a summary of the material federal and State income tax consequences of holding and disposing of the Series 2023 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2023 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2023 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2023 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law currently existing as of the issue date of the Series 2023 Bonds:

Federal Tax Exemption. The interest on the Series 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. The interest on the Series 2023 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

No Bank Qualification. The Series 2023 Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

State of Utah Tax Exemption. The interest on the Series 2023 Bonds is exempt from State of Utah individual income taxes.

Bond counsel’s opinions are provided as of the date of the original issue of the Series 2023 Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2023 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2023 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2023 Bonds.

No Other Opinion. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2023 Bonds but has reviewed the discussion under the heading “TAX MATTERS.”

Other Tax Consequences

[Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2023 Bond over its issue price. The stated redemption price at maturity of a Series 2023 Bond is the sum of all payments on the Series 2023 Bond other than “qualified stated interest” (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023 Bond is generally the first price at which a substantial amount of the Series 2023 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2023 Bond during any accrual period generally equals (1) the issue price of that Series 2023 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2023 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2023 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Series 2023 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2023 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2023 Bond is the sum of all payments on the Series 2023 Bond other than “qualified stated interest” (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023 Bond is generally the first price at which a substantial amount of the Series 2023 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2023 Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Series 2023 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2023 Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, or Retirement of Series 2023 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2023 Bond, an owner of the Series 2023 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2023 Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Series 2023 Bond. To the extent a Series 2023 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2023 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2023 Bonds, and to the proceeds paid on the sale of the Series 2023 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner’s federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2023 Bonds should be aware that ownership of the Series 2023 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2023 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2023 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the

purchase, ownership and disposition of the Series 2023 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

UNDERWRITER

RBC Capital Markets, LLC, as underwriter of the Series 2023 Bonds (the “Underwriter”), has agreed, subject to certain conditions, to purchase all of the Series 2023 Bonds from the City at an aggregate price of \$ _____ (which consists of the principal amount of the Series 2023 Bonds, plus [net] original issue premium of \$ _____ and less an Underwriter’s discount of \$ _____). The Underwriter has advised the City that the Series 2023 Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2023 Bonds into investment trusts) at prices lower than the initial public offering prices set forth on the inside front cover page of the Official Statement and that such public offering prices may be changed from time to time.

BOND RATING

S&P Global Ratings has assigned a rating of “___” to the Series 2023 Bonds. Any explanation of the significance of this rating should be obtained from the rating agency furnishing the same. There is no assurance that the ratings given to outstanding obligations will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward change or withdrawal of such ratings may have an adverse effect on the market price of the Series 2023 Bonds.

MUNICIPAL ADVISOR

The City has entered into an agreement with Lewis Young Robertson & Burningham, Inc. (the “Municipal Advisor”), whereunder the Municipal Advisor provides financial recommendations and guidance to the City with respect to preparation for sale of the Series 2023 Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors related to the sale of the Series 2023 Bonds. The Municipal Advisor has read and participated in the review of certain portions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in this Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of this Official Statement or any other matter related to this Official Statement.

CONTINUING DISCLOSURE UNDERTAKING

The City has undertaken for the benefit of the Owners and the beneficial owners of the Series 2023 Bonds to provide certain annual financial information and operating data and notice of certain events as enumerated and in the manner set forth in the Continuing Disclosure Undertaking that will be executed and delivered by the City, a form of which is set forth as APPENDIX D, to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (“EMMA”) system, all in order to enable the Underwriter to make the determinations required by Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”). See “APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING” attached hereto and incorporated herein by reference.

[Within the past five years, the City has not complied fully with undertakings it has executed pursuant to the Rule. For example, the City either failed to file or did not timely file on EMMA notice of ratings changes to certain of its bonds. The City also did not properly link the posting of certain of its annual financial statements to all of its outstanding bond issues (however, such financial statements were available elsewhere on EMMA and the City’s website). In addition, certain operating data was missing from its annual report related to some of its bonds. The City has not previously filed notices of these instances of non-compliance on EMMA. The City has made corrective filings relating to these instances of non-compliance. The City is reviewing its continuing disclosure policies and procedures

to determine whether there are actions it can take to improve its compliance with its continuing disclosure undertakings.]

A failure by the City to comply with the undertaking does constitute a default under the Indenture and beneficial owners of the Series 2023 Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2023 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2023 Bonds and their market price. See “APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING” for the information to be provided, the events which will be noticed on an occurrence basis and the other terms of the Continuing Disclosure Undertaking, including termination, amendment and remedies.

MISCELLANEOUS

Independent Auditors

The financial statements of the City as of June 30, 2022, and for the year then ended, contained in APPENDIX A to this Official Statement, have been audited by HintonBurdick, PLLC (“HintonBurdick”), independent auditors, as stated in their report included in APPENDIX A hereto. HintonBurdick has not been asked to consent to the use of its name and audited financial statements in this Official Statement or to perform any procedures in connection with the issuance of the Series 2023 Bonds.

Copies of the City’s audited financial statements may be obtained upon request. See “INTRODUCTION—Contact Persons” herein.

Additional Information

All quotations from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State of Utah, court decisions, and the Indenture, which are contained herein, do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions, and the Indenture for full and complete statements of their respective provisions.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

This Preliminary Official Statement is in a form “deemed final” by the City for purposes for Rule 15c2-12 of the Securities and Exchange Commission.

The appendices attached hereto are an integral part of this Official Statement, and should be read in conjunction with the foregoing material.

The delivery of the Official Statement has been duly authorized by the City.

CITY OF ST. GEORGE, UTAH

APPENDIX A

**CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL
YEAR ENDED JUNE 30, 2022**

APPENDIX B

EXTRACTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE

The following extracts briefly outline certain provisions contained in the Indenture and are not to be considered as a full statement thereof. Reference is made to the Indenture for full details of all of the terms thereof, of the Series 2023 Bonds, the security provisions appertaining thereof, and the application of the Revenues, and the definition of any terms used but not defined in this Official Statement.

APPENDIX C

**ECONOMIC AND DEMOGRAPHIC
INFORMATION REGARDING WASHINGTON COUNTY**

The following information is provided solely as background information regarding Washington County, the general area in which the City is located. The Series 2023 Bonds are not an obligation of the County. Please see APPENDIX A for additional financial and statistical information regarding the City.

The County is situated in the southwestern part of Utah. It is bordered by Iron County to the north, Kane County to the East, Nevada to the West, and Arizona to the South. The County is 2,422 square miles in area. Washington County is one of the fastest growing areas of the country. The County provides a mild winter climate, beautiful scenery, and a comfortable lifestyle. The County’s economy is based upon tourism, education, services, trade, and construction. Zion National Park is encompassed within the County.

Population of County and State

<u>Year</u>	<u>County</u>	<u>% Increase</u>	<u>State</u>	<u>% Increase</u>
2022 Estimate	197,680	3.24%	3,380,800	1.25%
2021 Estimate	191,476	6.21	3,339,113	2.06
2020 Census	180,279	1.53	3,271,616	2.05
2019 Estimate	177,556	3.49	3,205,958	1.66
2018 Estimate	171,567	3.40	3,153,550	3.67
2017 Estimate	165,929	4.13	3,101,042	1.95
2016 Estimate	159,352	3.04	3,041,868	2.01
2015 Estimate	154,650	2.36	2,981,835	1.53
2014 Estimate	151,081	2.79	2,936,879	1.35
2013 Estimate	146,987	1.98	2,897,640	1.55
2012 Estimate	144,139	–	2,853,375	–
2010 Census	138,115	52.90%	2,763,885	23.80%
2000 Census	90,354	86.1	2,233,169	29.6

Note: The Census counts are as of April 1 of such year; the annual population estimates are as of July 1 of the year given.

(Source: U.S. Census Bureau.)

Rate of Unemployment – Annual Averages

<u>Year</u>	<u>County</u>	<u>State</u>	<u>United States</u>
2022	2.5%	2.3%	3.6%
2021	2.9	2.7	5.3
2020	5.3	4.7	8.1
2019	3.0	2.6	3.7
2018	3.3	3.0	3.9
2017	3.5	3.3	4.4
2016	3.7	3.4	4.9
2015	4.1	3.6	5.3
2014	4.4	3.8	6.2
2013	5.5	4.6	7.4

(Source: Utah Department of Workforce Services; U.S. Bureau of Labor Statistics.)

Economic Indicators

<u>LABOR FORCE (1)</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Labor Force (annual average)	87,249	83,600	80,053	76,786	74,671
Employed (annual average)	85,075	81,174	75,746	74,521	72,265
Unemployed (annual average)	2,174	2,426	4,307	2,265	2,406
Unemployment Rate	2.5%	2.9%	5.4%	2.9%	3.2%
Average Employment (Non-Farm Jobs)	80,982	77,095	71,549	70,796	68,439
% Change Prior Year	5.04	7.75	1.06	3.44	8.48
<i>Average Employment by Sector:</i>					
Agriculture, Forestry, Fishing & Hunting	100	115	134	116	114
Mining	524	417	293	240	253
Utilities	272	253	241	243	234
Construction	9,921	9,286	8,805	7,873	7,569
Manufacturing	4,097	3,932	3,735	3,483	3,411
Wholesale Trade	1,873	1,406	1,300	1,347	1,278
Retail Trade	11,267	11,198	10,189	10,493	9,958
Transportation and Warehousing	4,793	4,774	4,542	4,680	4,525
Information	951	867	803	872	934
Finance and Insurance	1,628	1,684	1,752	1,629	1,631
Real Estate and Rental and Leasing	1,277	1,227	1,137	1,046	928
Professional, Scientific & Technical Services	3,461	3,235	3,001	2,826	3,292
Management of Companies and Enterprises	169	213	206	158	2,665
Administrative, Support, Waste Mgmt, & Remediation	3,535	3,370	2,841	2,755	2,669
Education Services	6,530	6,135	5,812	5,894	5,688
Health Care and Social Assistance	12,828	12,442	12,125	11,829	11,090
Arts, Entertainment, and Recreation	2,524	2,349	1,954	2,157	2,085
Accommodation and Food Services	9,962	9,273	8,106	8,644	8,388
Other Services and Unclassified Establishments	2,506	2,348	2,145	2,118	1,925
Public Administration	2,762	2,572	2,427	2,391	2,385
Total Establishments	8,625	7,933	7,319	6,897	6,531
Total Wages (\$Millions)	3,608.9	3,237.8	2,894.5	2,651.9	2,495.5
<u>INCOME AND WAGES</u>					
Total Personal Income (\$000) (2)	n/a	\$9,018,584	\$8,218,873	\$7,494,858	\$6,835,761
Per Capita Income (2)	n/a	47,162	45,178	42,732	40,246
Median Household Income (2)	n/a	n/a	71,904	64,388	57,069
Average Monthly Nonfarm Wage (1)	\$3,713*	\$3,501	\$3,373	\$3,123	\$3,041
<u>SALES & CONSTRUCTION</u>					
Gross Taxable Sales (\$000) (3)	6,784.6	6,217.2	4,886.8	4,204.6	3,946.5
New Dwelling Units (4)	3,445	3,835	3,903	3,460	2,684
Total Construction Value (\$000) (4)	1,148,550.4	1,034,810.3	939,398.7	804,788.8	704,652.1
New Residential Value (\$000) (4)	640,932.2	770,836.6	700,804.4	615,770.9	462,098.1
New Nonresidential Value (\$000) (4)	432,813.6	228,764.1	131,031.4	165,146.3	189,404.6

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 2022; (3) Utah State Tax Commission; (4) University of Utah Bureau of Economic and Business Research.)

* Preliminary; subject to change.

Major Employers in the County

(Average Annual Employment 250 and above)

<u>Company Name</u>	<u>Type of Business</u>	<u>Employee Range</u>
Intermountain Healthcare	Health Care	4,000-4,999
Washington County School District	Public Education	3,000-3,999
Wal-Mart	Warehouse Clubs and Supercenters	2,000-2,999
Dixie State University	Higher Education	1,000-1,999
St. George City	Local Government	1,000-1,999
SkyWest Airlines	Air Transportation	500-999
The Home Depot	Home Improvement Centers	500-999
Dixie State University	Higher Education	500-999
Washington County	Local Government	250-499
State of Utah	State Government	250-499
City of Washington	Local Government	250-499
Harmons	Grocery Stores	250-499
Andrus Trucking	General Freight Trucking, Long-Distance	250-499
Costco	Retail Warehouse Club	250-499
Stephen Wade Auto Center	Automobile Dealers	250-499
United Parcel Service	Couriers	250-499
Family Dollar	Warehousing/Retail Trade	250-499
Paparazzi	Direct Sales Retailer	250-499
Lin's Supermarket	Grocery Store	250-499
McDonalds	Fast Food Restaurant	250-499
Albertsons	Grocery Stores	250-499
Litehouse	Food Manufacturing	250-499

(Source: Utah Department of Workforce Services; last updated November, 2022.)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Disclosure Undertaking”), is executed by the City of St. George, Utah (the “City”), in connection with the issuance by the City of its \$ _____ Sales Tax Revenue Bonds, Series 2023 (the “Series 2023 Bonds”). The Series 2023 Bonds are being issued pursuant to a General Indenture of Trust dated as of August 1, 2023, as supplemented by a First Supplemental Indenture of Trust, dated as of August 1, 2023 (together, the “Indenture”), between the City and U.S. Bank Trust Company, National Association, as trustee.

The City hereby acknowledges that it is an “obligated person” within the meaning of the hereinafter defined Rule with respect to the Series 2023 Bonds.

In connection with the aforementioned transactions, the City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2023 Bonds and in order to assist the Underwriter (each as defined below) in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth in the hereinafter defined Official Statement or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report of the City” means the Annual Report of the City provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2023 Bonds (including persons holding Series 2023 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2023 Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the City, acting in its capacity as Dissemination Agent hereunder, or any of its successors or assigns.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the current website address of which is www.msrb.org and www.msrb.emma.org (for municipal disclosures and market data).

“Official Statement” shall mean the Official Statement of the City dated _____, 2023, relating to the Series 2023 Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Underwriter” shall mean RBC Capital Markets, LLC, as the original underwriter of the Series 2023 Bonds and required to comply with the Rule in connection with the offering of the Series 2023 Bonds.

Section 3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report of the City and shall, or shall cause the Dissemination Agent to, not later than two hundred (200) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ending June 30, 2023, provide to the MSRB in an electronic format, the Annual Report of the City which is consistent with the requirements of Section 4 of

this Disclosure Undertaking. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report of the City to the Dissemination Agent. In each case, the Annual Report of the City may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

(b) If by fifteen (15) Business Days prior to the date specified in Section 3(a) for providing the Annual Report of the City to the MSRB, the Dissemination Agent has not received a copy of the Annual Report of the City, the Dissemination Agent shall contact the City to determine if the City is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report of the City has been provided to the MSRB by the dates required in Sections 3(a) and 3(b), the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in the manner prescribed by the MSRB.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the City, the website address to which the MSRB directs the annual reports to be submitted; and

(ii) file reports with the City, as appropriate, certifying that their Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports. The Annual Report of the City shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accounts. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the City and audited financial statements will be provided when and if available.

(b) An update of the financial and operating information in the Official Statement relating to the City of the type contained in tables under the headings:

["DEBT STRUCTURE OF THE CITY—Outstanding Municipal Indebtedness of the City," and "SECURITY FOR THE BONDS—Pledged Sales and Use Taxes."]

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2023 Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;

- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2023 Bonds, or other material events affecting the tax status of the Series 2023 Bonds;
- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings;
- (ix) Rating changes; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2023 Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
- (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Series 2023 Bonds;
- (v) Bond calls;
- (vi) Release, substitution or sale of property securing repayment of the Series 2023 Bonds; or
- (vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect holders of the Series 2023 Bonds.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) Business Days after the Listed Event.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the date of the legal defeasance, prior redemption or payment in full of all of the Series 2023 Bonds. If such termination occurs prior to the final maturity of the Series 2023 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The City will serve as the initial Dissemination Agent under this Disclosure Undertaking.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Series 2023 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2023 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Beneficial Owners of the Series 2023 Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2023 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Report of the City, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Series 2023 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an “event of default” under the Indenture, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2023 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Underwriter and the Beneficial Owners from time to time of the Series 2023 Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____, 2023.

CITY OF ST. GEORGE, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2023 Bonds, Gilmore & Bell, P.C., Bond Counsel to the City, proposes to issue its approving opinion in substantially the following form.

We have acted as bond counsel to the City of St. George, Utah (the “Issuer”) in connection with the issuance by the Issuer of its \$ _____ Sales Tax Revenue Bonds, Series 2023 (the “Series 2023 Bonds”). The Series 2023 Bonds are being issued pursuant to (a) resolutions of the Issuer adopted on July 6, 2023 and August [3], 2023, (b) a General Indenture of Trust dated as of August 1, 2023 (the “General Indenture”), as supplemented by the First Supplemental Indenture of Trust dated as of August 1, 2023 (the “First Supplemental Indenture” and together with the General Indenture, the “Indenture”), each between the Issuer and U.S. Bank Trust Company, National Association, as trustee. The proceeds of the Series 2023 Bonds will be used by the City for the purpose of (a) financing the acquisition and construction of a city hall and all related improvements and (b) paying costs of issuance of the Series 2023 Bonds.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Indenture has been authorized, executed and delivered by the Issuer, constitutes a valid and binding obligation of the Issuer enforceable against the Issuer and creates a valid lien on the Revenues (as defined in the Indenture) and the other amounts pledged thereunder for the security of the Series 2023 Bonds.

2. The Series 2023 Bonds are valid and binding special obligations of the Issuer payable solely from the Revenues and other amounts pledged therefor in the Indenture, and the Series 2023 Bonds do not constitute a general obligation indebtedness of the Issuer within the meaning of any State of Utah constitutional provision or statutory limitation, nor a charge against the full faith and credit or taxing power of the Issuer.

3. The interest on the Series 2023 Bonds [(including any original issue discount properly allocable to an owner thereof)] (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied subsequent to the issuance of the Series 2023 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2023 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2023 Bonds.

4. The interest on the Series 2023 Bonds is exempt State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Series 2023 Bonds.

The rights of the holders of the Series 2023 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent

applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds are to be issued as fully-registered bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate is to be issued for each series of the Series 2023 Bonds, each in the aggregate principal amount of such series, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has S&P’s rating of AA+. The DTC Rules applicable to its Direct Participants are on file with the Securities and Exchange Commission. Neither the City nor the Underwriter make any representation about such information. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2023 Bonds under the DTC system must be made by or through Direct Participants, which are to receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2023 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2023 Bonds, except in the event that use of the book-entry system for the Series 2023 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2023 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2023 Bonds may wish to ascertain

that the nominee holding the Series 2023 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2023 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2023 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2023 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to Beneficial Owners are to be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC nor its nominee, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2023 Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, Series 2023 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2023 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.



Agenda Date: 08/03/2023

Agenda Item Number: 09

Subject:

Consider approval of Ordinance No. 2023-XXX changing the City General Plan future land use map from MDR (Medium Density Residential) to COM (Commercial) on approximately 5.86 acres, located on the east side of Riverside Drive at approximately 700 South (south of Foremaster Drive) for a project to be known as Willowbend Commercial. Case no. 2023-GPA-004

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Dave Nasal

Reference Number: 2023-GPA-004

Address/Location:

East side of Riverside Drive at approximately 700 South (South of Foremaster Drive)

Item History (background/project status/public process):

The property to the south was zoned PD-R for a townhome development in 2021. This property has significant hillside issues to consider. As such, the Hillside Review Board met together on site to give a recommendation on the General Plan amendment. They unanimously recommended approval of the change recognizing that there will be a number of issues to work through before a site plan can be approved. On July 11, 2023, the Planning Commission held a public hearing on the matter. The Planning Commission recommended approval of the application with a 6-0 vote.

Staff Narrative (need/purpose):

The applicant recently approached the city staff about developing the subject property into a commercial development. Staff had concerns regarding the hillside and how those issues would be worked out. In order to get a sense of the hillside issues, the Hillside Review Board met on site to review the site and make a recommendation on the hillside considerations. The Planning Commission has also since met. Changing the general plan designation is the first step in possibly making this site a viable commercial project.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

After receiving a positive recommendation from the Hillside Review Board, on July 11, 2023, the Planning Commission held a public hearing on the matter. The Planning Commission recommends approval of the application with a 6-0 vote with no conditions.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 5.86 ACRES, LOCATED ON THE EAST SIDE OF RIVERSIDE DRIVE AT APPROXIMATELY 700 SOUTH (SOUTH OF FOREMASTER DRIVE) FOR A PROJECT TO BE KNOWN AS WILLOWBEND COMMERCIAL.

(Willowbend Commercial)

WHEREAS, the property owner has requested to change the General Plan future land-use map from MDR (Medium Density Residential) to COM (Commercial) on approximately 5.86 acres located on the east side of Riverside Drive at approximately 700 South (South of Foremaster Drive) for a project to be known as Willowbend Commercial; and

WHEREAS, the Planning Commission held a public hearing on the request on July 11, 2023 where the Planning Commission recommended approval with no conditions; and

WHEREAS, the City Council held a public meeting on this request on August 3, 2023; and

WHEREAS, the City Council has determined that the requested change to the City General Plan 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 General Plan Map shall be amended upon the effective date of this Ordinance to reflect the change to the General Plan future land-use map from MDR (Medium Density Residential) to COM (Commercial). The General Plan land use change and location are more specifically described on Exhibit “A” attached hereto and incorporated herein.

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 on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of August, 2023.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

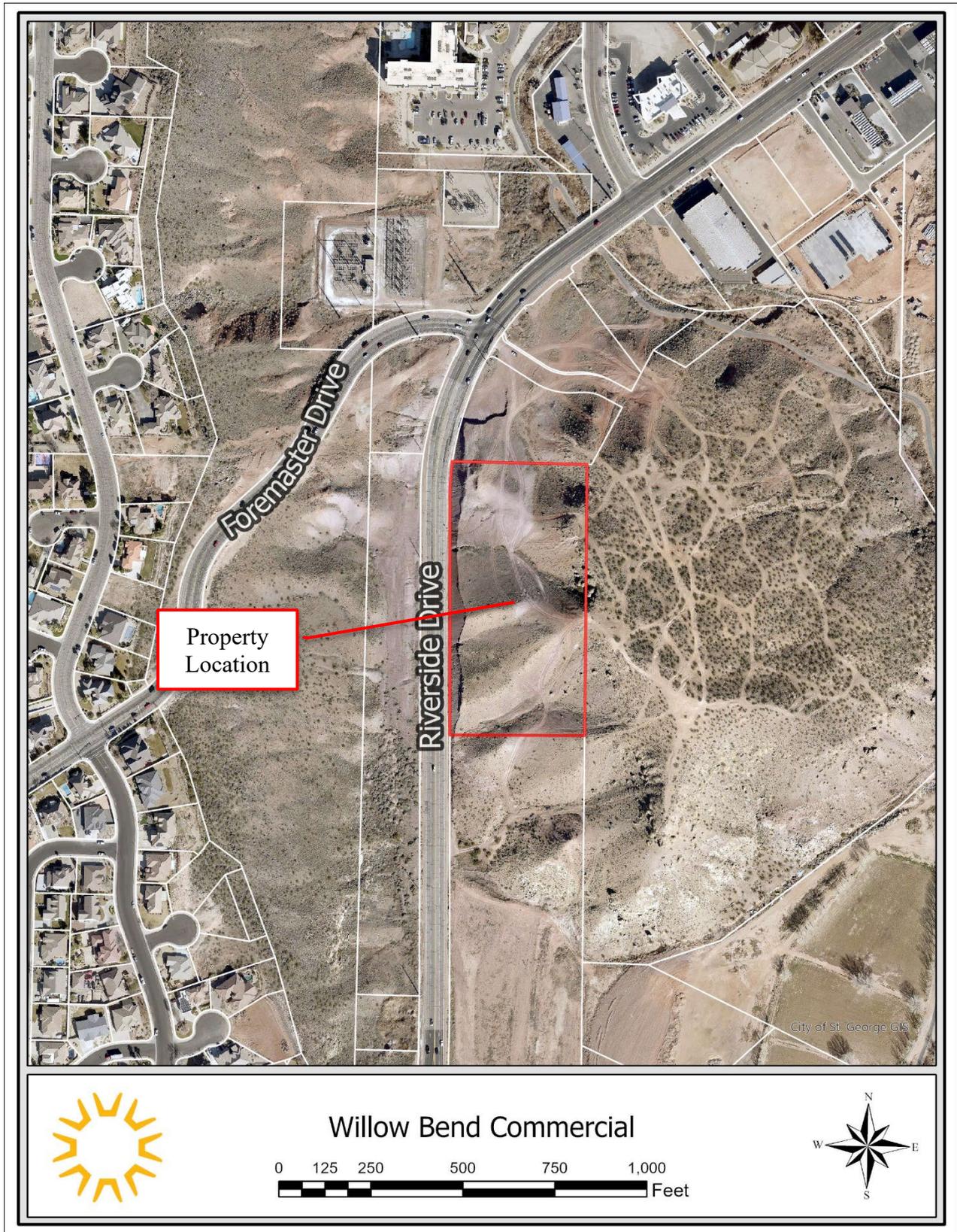
APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit "A" – Parcel Exhibit



PLANNING COMMISSION AGENDA REPORT: 07/11/2023
 CITY COUNCIL AGENDA REPORT: 08/03/2023

Willow Bend Commercial General Plan Amendment (Case No. 2023-GPA-004)	
Request:	Consider approval of an ordinance changing the general plan future land-use map from Medium Density Residential (MDR) to Commercial (COM) on 5.86 acres on the east side of Riverside Drive at approximately 700 South (South of Foremaster Drive) for a project to be known as Willow Bend Commercial.
Applicant:	Steven Park/Lofts Development
Representative:	Dave Nasal
Location:	East side of Riverside Drive at approximately 700 South (South of Foremaster Drive)
Existing General Plan:	Medium Density Residential (MDR)
Proposed General Plan:	Commercial (COM)
Existing Zoning:	PD-R (Planned Development Residential)
Land Area:	Approximately 5.86 acres





Willow Bend Commercial



0 205 410 820 1,230 1,640 Feet



BACKGROUND:

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This General Plan Amendment is for land generally located on the east side of Riverside Drive at approximately 700 South (South of Foremaster Drive). The property sits just north of the yet undeveloped Willow Bend Planned Development which was approved by the City Council in 2021. To the east, is the Knetta's Knoll, a single family development which sits just above the subject property is currently under construction. The property to the west across Riverside Drive and to the north are both zoned commercial but are undeveloped.

Though the property to the south is a majority commercial, it has an approved PD-Residential project approved on it. Regardless of current zoning, if the Planning Commission and the City Council finds that this property is appropriate for commercial use, zoning amendments will have to come forward in the future.

In analyzing if a change is warranted, staff has looked at several factors. First, what other uses are either adjacent to the property or planned for the future. The property is surrounded by the following general plan categories:

- North – MDR (Medium Density Residential)
- South – MDR & COM (Commercial)
- East – MDR
- West – MDR & OS (Open Space)

We know that, as previously mentioned, directly to the east (up the hill) is a single family subdivision being constructed and there is a townhome project to the south. To the north will be commercial development.

Second, what other conditions either occupy the property or the surrounding area? Two factors seem to play a fairly significant role in this part of the analysis, Riverside Drive and the topography of the site (including surrounding areas).

Riverside Drive is a planned 90 foot arterial road which is designed to get vehicles from point A to point B. This is not typically an ideal situation for residential uses as larger streets are noisy and produce smell, etc.

The site topography is significant and poses a significant challenge to the development of the property regardless of its use. In an effort to determine what kind of challenges may arise in the development of the property, staff asked the Hillside Review Board to convene to give an informal analysis. After discussion on the site, they provided the following comments:

“...[O]ur concern would be limiting the amount of scarring and disturbance up the hill and try not to exceed the amount of disturbance that has been recommended for approval on the adjacent properties. We met on that commercial piece and this piece, and the amount of disturbance should match or not exceed that. Not that it has to be continuous, but that it doesn't exceed that. That could be a goal or a

guideline. I think again they really will need to get their geotechnical engineer involved to address the geologic constraints with the site. The stable cut slopes, the blue clay issues and how they are going to address those. The potential of rockfall will need to be addressed as well. There are other issues, I don't know that we would have a concern with disturbing or extending the existing cuts back. Russ brought up if there is a way to cluster in pods or something, maybe look at that option."

When asked, the Hillside Review Board stated that they would support commercial use on the property but that they would need to address the hillside comments as stated above. If approved, a full Hillside Permit will be required in conjunction with a zone change.

RECOMMENDATION:

Staff recognizes that this is a challenging site to develop. While it may be most desirable to leave the property as it is, staff supports the change to commercial.

ALTERNATIVES:

1. Approve this General Plan Amendment.
2. Deny this General Plan Amendment
3. Continue the proposed General Plan Amendment to a later date.

POSSIBLE MOTION:

"I move that we approve the general plan amendment for Willow Bend Commercial, case no. 2023-GPA-004, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed land-uses are compatible with the surrounding land uses in this area.
2. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
3. Vacant sites that are less desirable for residences (such as busy intersections) might be suitable for individual commercial or business establishments.
4. A full hillside review will be required prior to development of the property.
5. The Hillside Review Board recommends approval of a change from Residential to Commercial on the property.

Exhibit A
Applicant's Narrative

Riverside Commercial General Plan Amendment

We are requesting a general plan change from MDR to Commercial on 5.86 acres of property fronting Riverside Drive. It is between the light at Foremaster Drive and Judy Lane.

In regards to the question: Does commercial belong here? We feel that the answer is a resounding yes.

The properties surrounding the subject parcel are zoned as follow:

North- C3

West- PD-C (across Riverside)

South- PD-R (we own it)

East- RE-20 (top of Knetta's Knoll)

We feel that this location is suited best for commercial use rather than residential, due to surrounding zoning and the need for more commercial buildings. Riverside Drive is a busy road and will be an amenity to citizens close to this area.

In the future, we feel that the commercial uses will keep traffic on this side of town, reducing traffic crossing town and downtown.

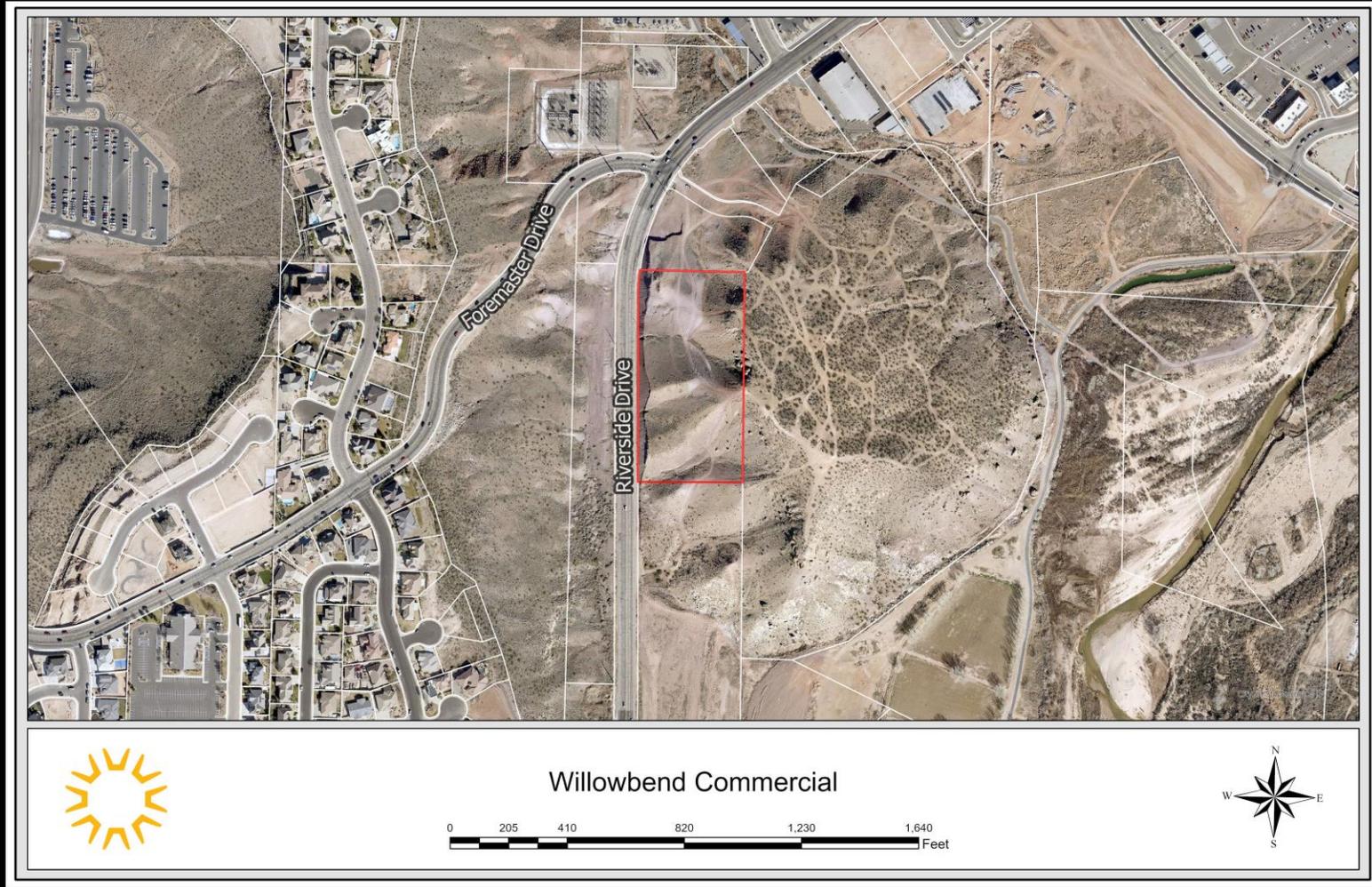
Exhibit B
PowerPoint Presentation

WILLOW BEND
COMMERCIAL
GENERAL PLAN
AMENDMENT

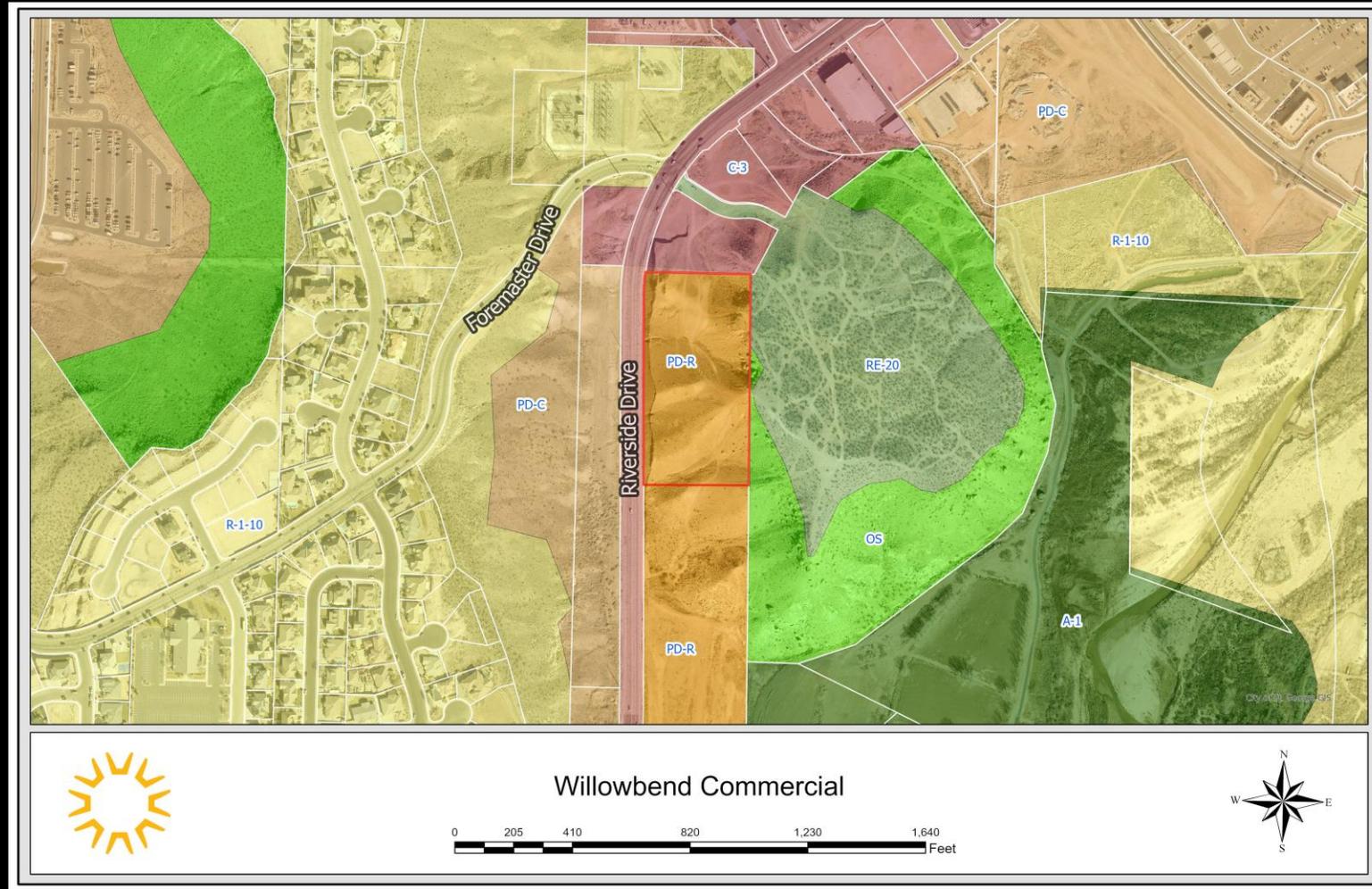
WILLOW BEND

2023-GPA-004

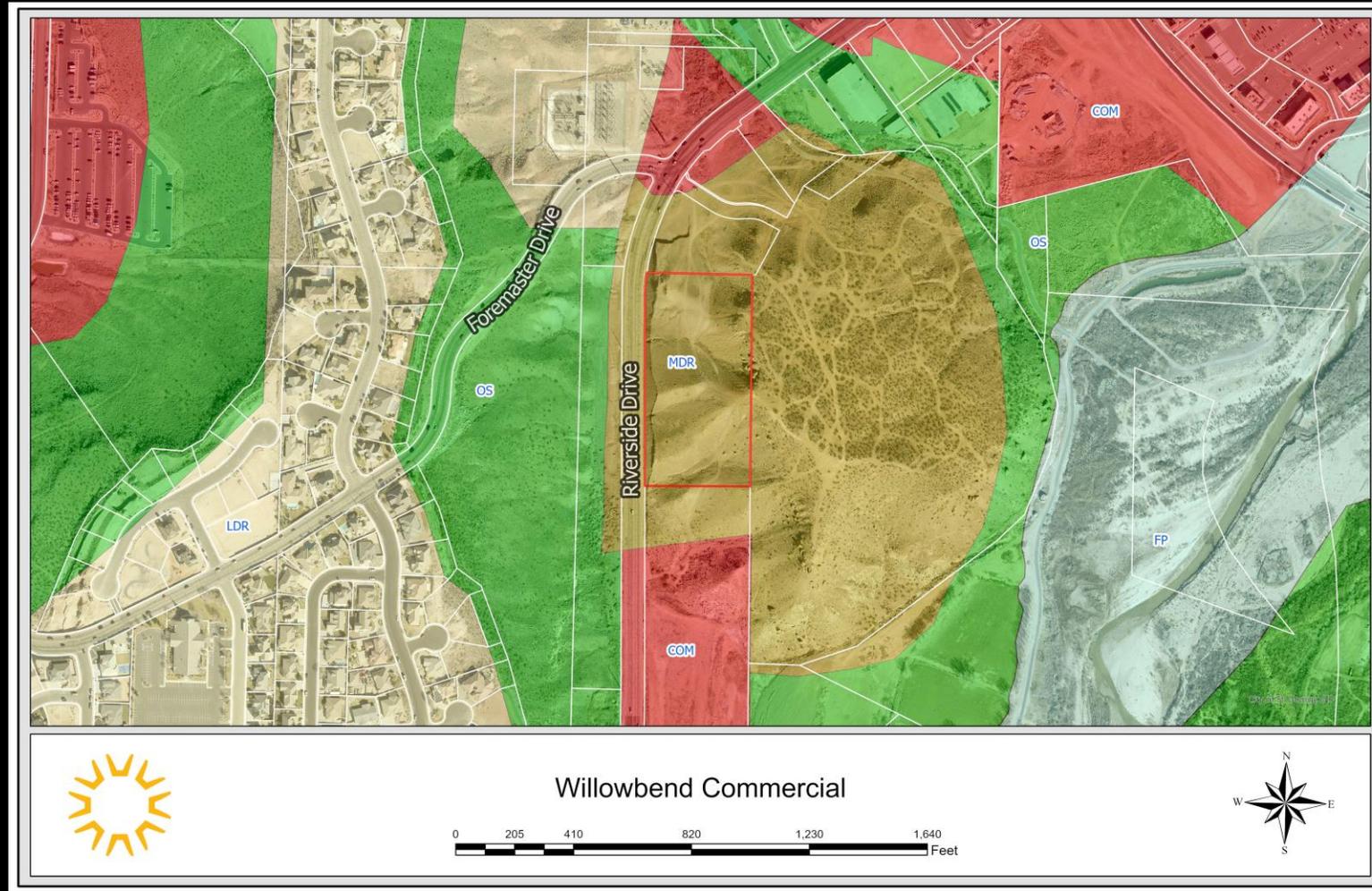
Aerial Map



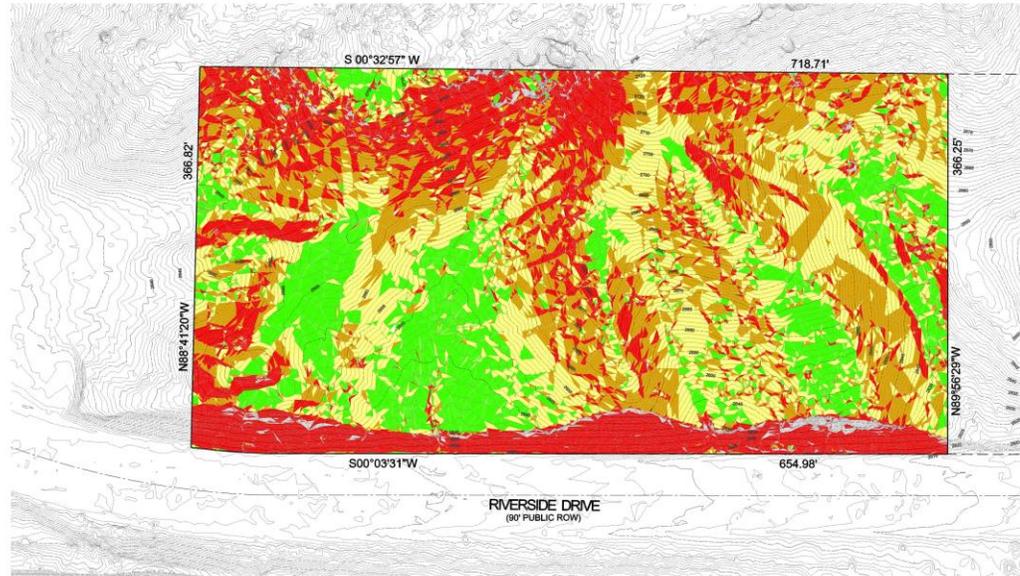
Zoning Map



Land Use (General Plan) Map

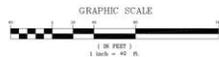


Slope Map



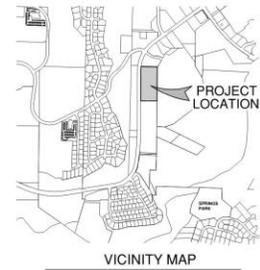
SLOPE LEGEND

Color	Range Beg	Range End	Percent	Area
Green	0.00	19.99	20.0	52586.26
Yellow	20.00	29.99	28.0	73396.16
Orange	30.00	39.99	24.9	65274.69
Red	40.00	100.00	27.1	71215.56



LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPERTY LINE



DATE	09/15/2017
DRAWN BY	J.L.W.
CHECKED BY	S.W.C.
CLIENT	SM



SCALE: 1" = 40'

SLOPE MAP
WILLOW COMMONS
 STEVEN PARK
 ST. GEORGE, UTAH 84770

PREMIER
 Design & Engineering
75 EAST 100 NORTH, SUITE 100, ST. GEORGE, UTAH 84770 (435) 336-2207



SHEET
SM

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 5.86 ACRES, LOCATED ON THE EAST SIDE OF RIVERSIDE DRIVE AT APPROXIMATELY 700 SOUTH (SOUTH OF FOREMASTER DRIVE) FOR A PROJECT TO BE KNOWN AS WILLOWBEND COMMERCIAL.

(Willowbend Commercial)

WHEREAS, the property owner has requested to change the General Plan future land-use map from MDR (Medium Density Residential) to COM (Commercial) on approximately 5.86 acres located on the east side of Riverside Drive at approximately 700 South (South of Foremaster Drive) for a project to be known as Willowbend Commercial; and

WHEREAS, the Planning Commission held a public hearing on the request on July 11, 2023 where the Planning Commission recommended approval with no conditions; and

WHEREAS, the City Council held a public meeting on this request on August 3, 2023; and

WHEREAS, the City Council has determined that the requested change to the City General Plan 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 General Plan Map shall be amended upon the effective date of this Ordinance to reflect the change to the General Plan future land-use map from MDR (Medium Density Residential) to COM (Commercial). The General Plan land use change and location are more specifically described on Exhibit “A” attached hereto and incorporated herein.

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 on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of August, 2023.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit "A" – Parcel Exhibit





Agenda Date: 00/00/0000

Agenda Item Number: 10

Subject:

Consider approval of an ordinance no. 2023-005 amending the city general plan future land-use map from MDR (Medium Density Residential to COM (Commercial) on 14.5 acres located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street for a project to be known as Regional Retail Expansion.

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: Suburban Land Reserve and Property Reserve, Inc.

Reference Number: 2023-GPA-003

Address/Location:

Southeast corner of Mall Dr. (Merrill Road) and 3000 East St.

Item History (background/project status/public process):

On October 21, 2021, this applicant received approval for a zone change (Fat Cats, 2021-ZC-069) from A-1 (Agricultural, minimum lot size 40,000 sf) to PD-C (Planned Development Commercial) on the portion of this property which already has the COM land use designation for the purpose of adding new commercial development to this location. On that same date, this applicant also received approval for a zone change (The Park at Temple View, 2021-ZC-071) from A-1 to PD-R (Planned Development Residential) on the portion of the property that has the MDR designation for the purpose of adding a new residential development to this location. Before development occurred on this property, the applicant decided to change the configuration of their commercial and residential proposal. They are working with a high-quality commercial developer and now desire to increase the commercial area to create a regional retail center, increasing the commercial size from 5.5 acres to approximately 20 acres. On July 11, 2023, the Planning Commission held a public hearing for this case. With a 6-0 vote, the Planning Commission recommended approval.

Staff Narrative (need/purpose):

This General Plan Amendment is for land generally located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street. The purpose of this request is to change the land use designation from MDR (Medium Density Residential) to COM (Commercial).

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 6-0 vote, the Planning Commission recommended approval of this general plan amendment.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 14.50 ACRES, LOCATED ON THE SOUTHWEST CORNER OF MALL DRIVE (MERRILL ROAD) AND 3000 EAST STREET FOR A PROJECT TO BE KNOWN AS REGIONAL RETAIL EXPANSION.
(Regional Retail Expansion)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from MDR (Medium Density Residential) to COM (Commercial) on approximately 14.5 acres generally located on the southwest corner of Mall Drive (Merrill Road) and 3000 East Street; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on August 3, 2023; and

WHEREAS, the Planning Commission held a public hearing on this request on July 11, 2023, and recommended approval with a 6-0 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of the General Pan 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 General Plan Future Land Use Map is hereby amended by changing the land use designation from MDR (Medium Density Residential) to COM (Commercial) on approximately 14.5 acres generally located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street and more specifically described on Exhibit "A" attached hereto and incorporated herein.

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 on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of August 2023.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

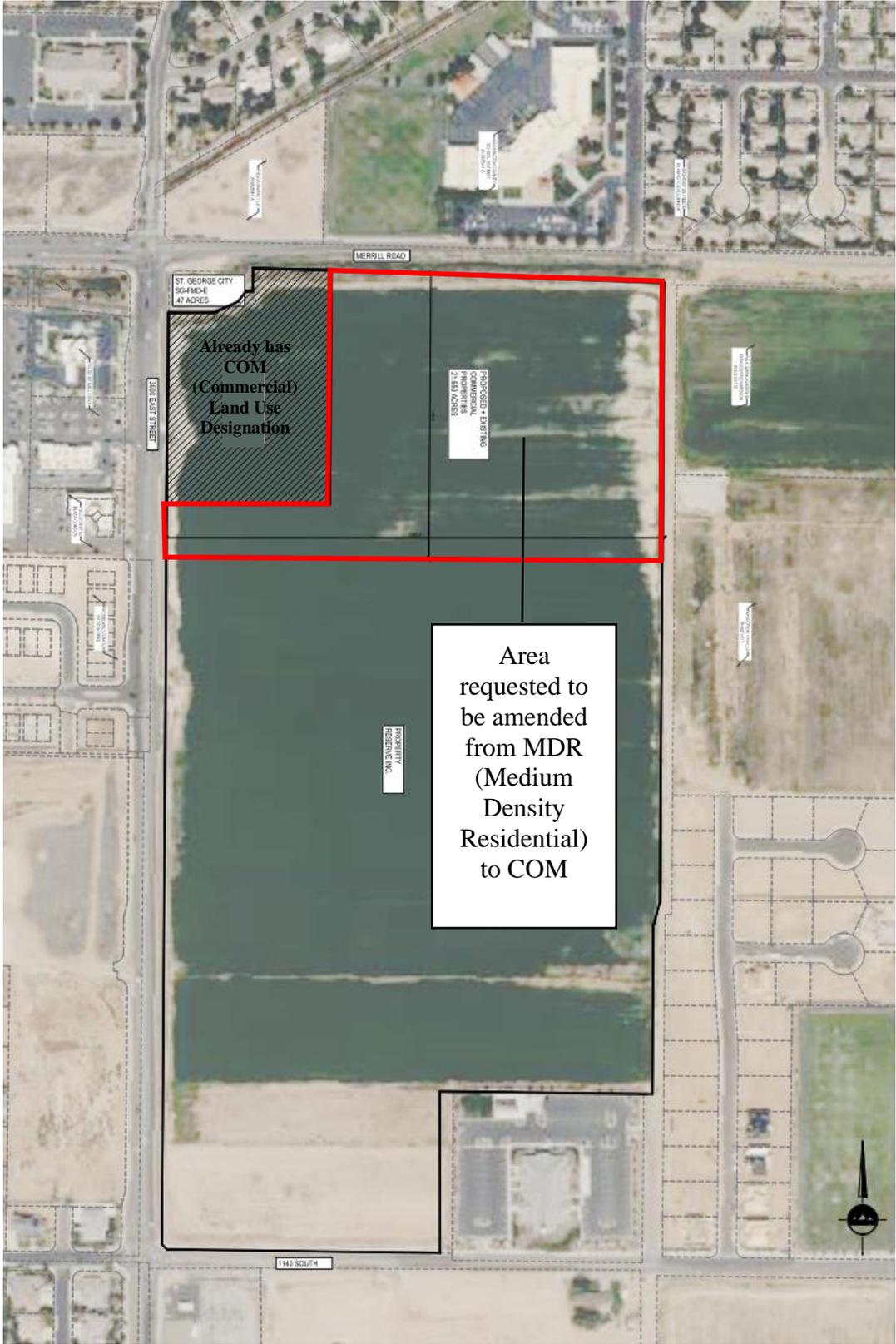
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit "A"



PLANNING COMMISSION AGENDA REPORT: 07/11/2023
CITY COUNCIL AGENDA REPORT: 08/03/2023

Regional Retail Expansion General Plan Amendment (Case No. 2023-GPA-003)	
Request:	Consider approval of an ordinance amending the city general plan future land-use map from MDR (Medium Density Residential to COM (Commercial) on 14.5 acres located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street for a project to be known as Regional Retail Expansion.
Applicant:	Suburban Land Reserve and Property Reserve, Inc.
Representative:	Rollin Johnson
Location:	Southeast corner of Mall Dr. (Merrill Road) and 3000 East St.
Existing General Plan:	MDR (Medium Density Residential)
Proposed General Plan:	COM (Commercial)
Existing Zoning:	PD-R (Planned Development Residential) and PD-C (Planned Development Commercial)
Land Area:	Approximately 14.5 acres



BACKGROUND:

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This General Plan Amendment is for land generally located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street. The purpose of this request is to change the land use designation from MDR (Medium Density Residential) to COM (Commercial).

The background on this property is as follows:

On October 21, 2021, this applicant received approval for a zone change (Fat Cats, 2021-ZC-069) from A-1 (Agricultural, minimum lot size 40,000 sf) to PD-C (Planned Development Commercial) on the portion of this property which already has the COM land use designation for the purpose of adding new commercial development to this location. On that same date, this applicant also received approval for a zone change (The Park at Temple View, 2021-ZC-071) from A-1 to PD-R (Planned Development Residential) on the portion of the property that has the MDR designation for the purpose of adding a new residential development to this location. Before development occurred on this property, the applicant decided to change the configuration of their commercial and residential proposal. They are working with a high-quality commercial developer and now desire to increase the commercial area to create a regional retail center, increasing the commercial size from 5.5 acres to approximately 20 acres.

This commercial expansion will push the residential development further south into land owned by the applicant. Their plan is to create a horizontal mixed-use development with prominent pedestrian access from the residential development to the south into this commercial development. If approved, the commercial potential for this location will be greatly expanding allowing for more commercial opportunities for the east side of St. George.

RECOMMENDATION:

With a 6-0 vote, the Planning Commission recommended approval of this general plan amendment.

ALTERNATIVES:

1. Approve this General Plan Amendment.
2. Deny this General Plan Amendment
3. Table the proposed General Plan Amendment to a specific date.

POSSIBLE MOTION:

I move we approve Ordinance No. 2023-xx amending the city general plan future land-use map from MDR (Medium Density Residential to COM (Commercial) on 14.5 acres located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street for a project to be known as Regional Retail Expansion.

FINDINGS FOR APPROVAL:

1. The proposed land-uses are compatible with the surrounding land uses in this area.
2. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.

Exhibit A Applicant's Narrative

Narrative: General Plan Amendment for Regional Retail Expansion

This expanded area is in the southeast quadrant of the intersection of 3000 East and Merrill Road. Currently on the General Plan, an area of approximately 5.5 acres is shown as COM. This has been on the records going back to when SLR/PRI worked with City of St George to build the Mall Dr bridge over the Virgin River.

We are working with a high-quality retail/commercial developer to create a regional retail center in the target area. We are requesting city officials to expand the 5.5 acres, adding approximately 14.5 acres creating an area approximately 20 acres for this regional retail project.

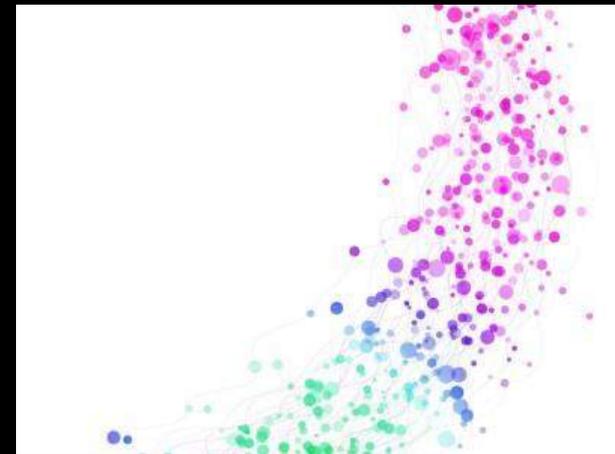
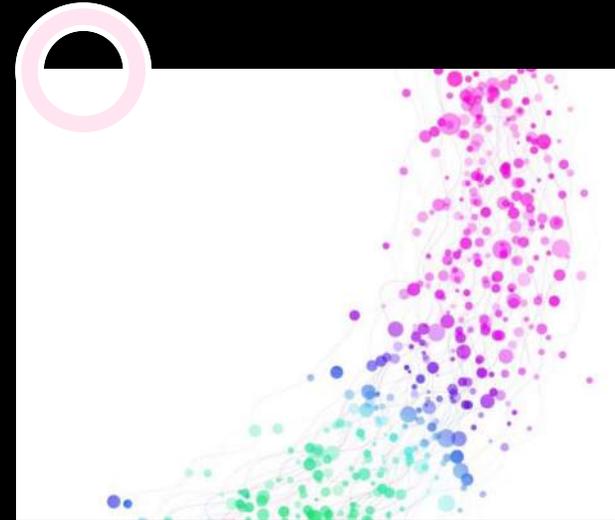
This retail development will be adjacent to the north of PRI's build-to-rent project. There will be direct pedestrian access between both projects including an attractive gathering area in the retail area.

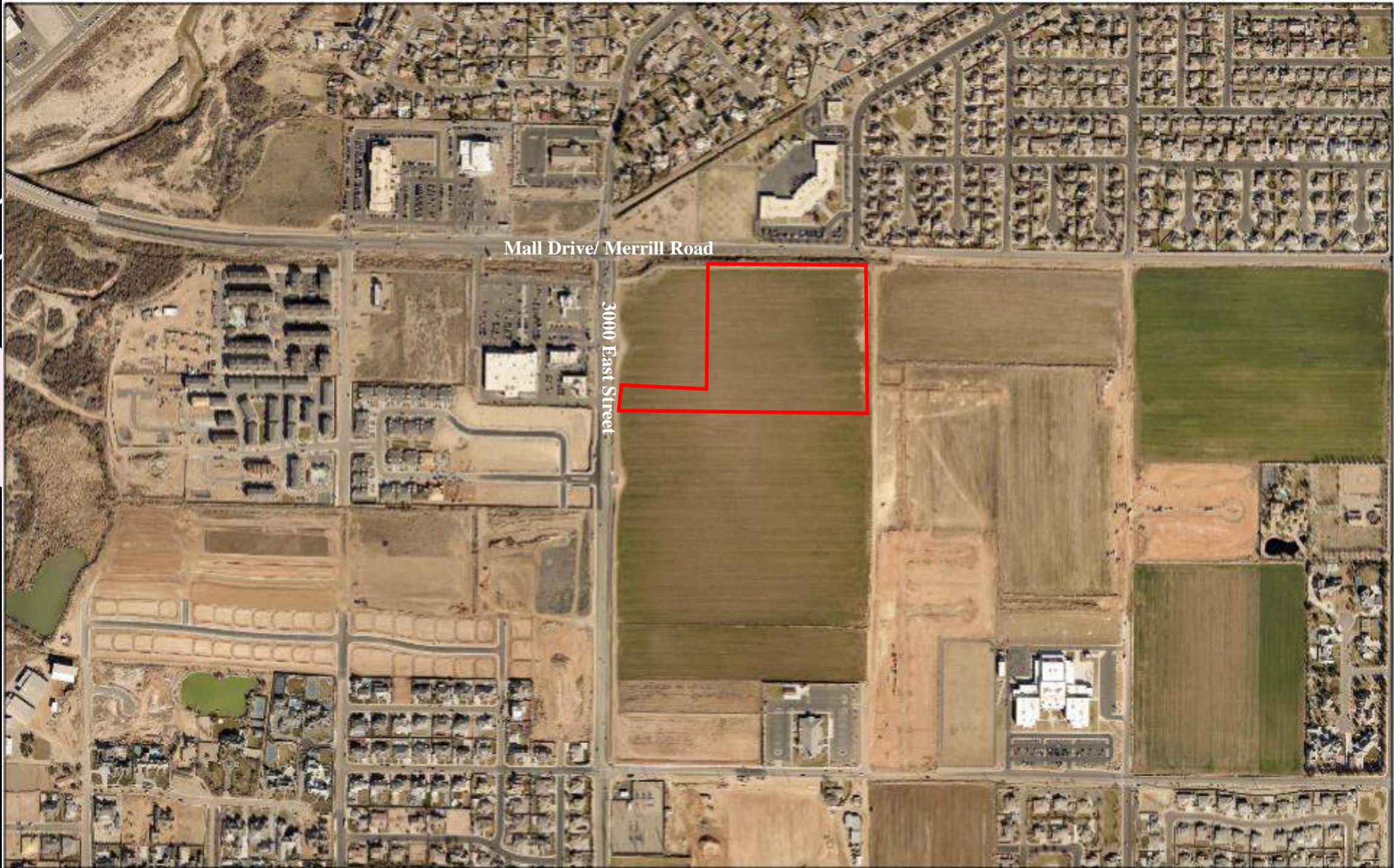
We are working with city staff and engineers to plan for utilities including the installation of the regional storm drain running north tying in storm water discharge from Washington City.

Exhibit B
PowerPoint Presentation

REGIONAL RETAIL EXPANSION

GENERAL PLAN AMENDMENT
2023-GPA-003



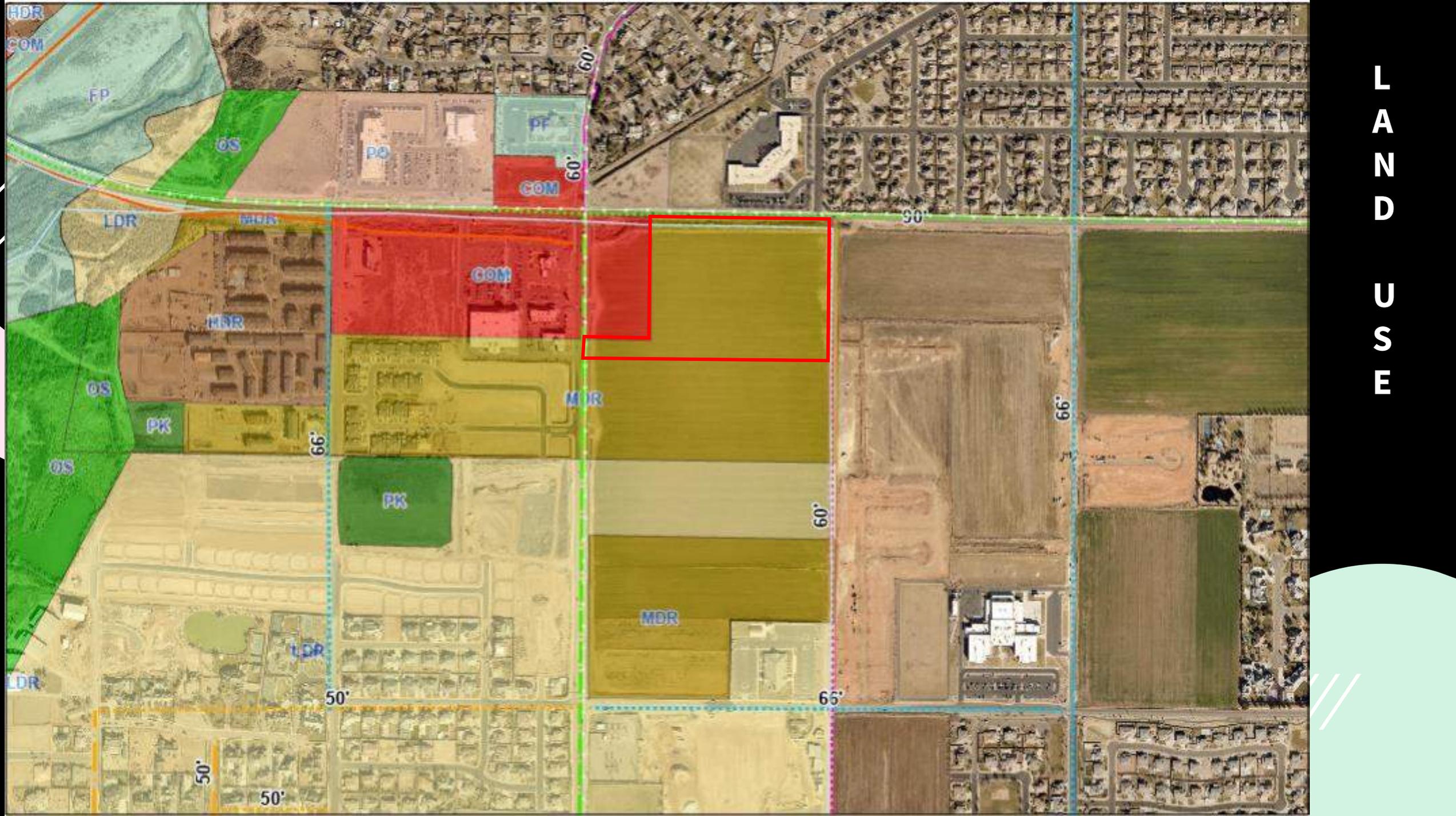


Mall Drive/ Merrill Road

3000 East Street

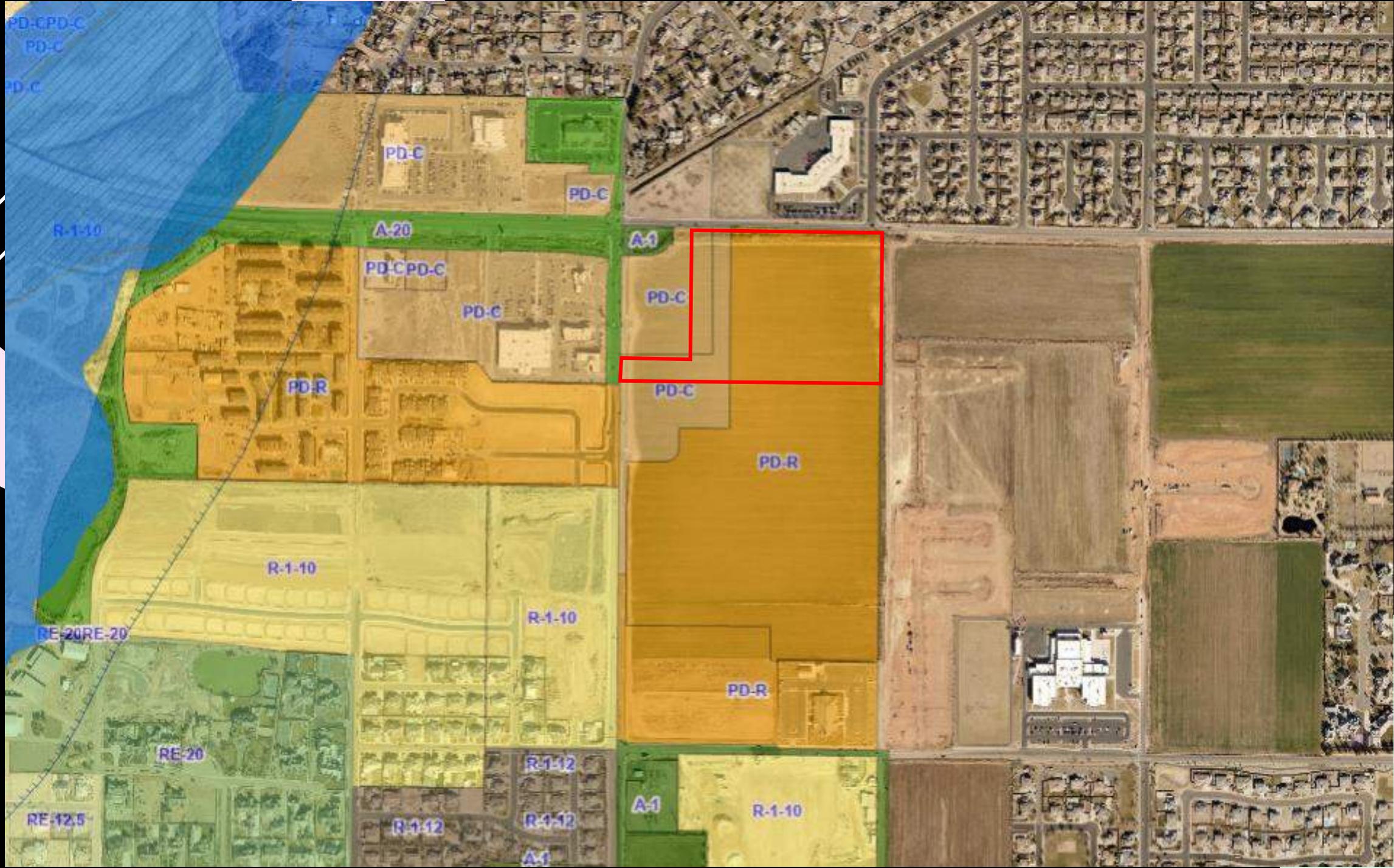
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LAND USE





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PD-CPD-C
PD-C
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A-20

A-1

PD-CPD-C

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R-1-10

R-1-10

RE-20
RE-20

PD-R

RE-20

R-1-12

A-1

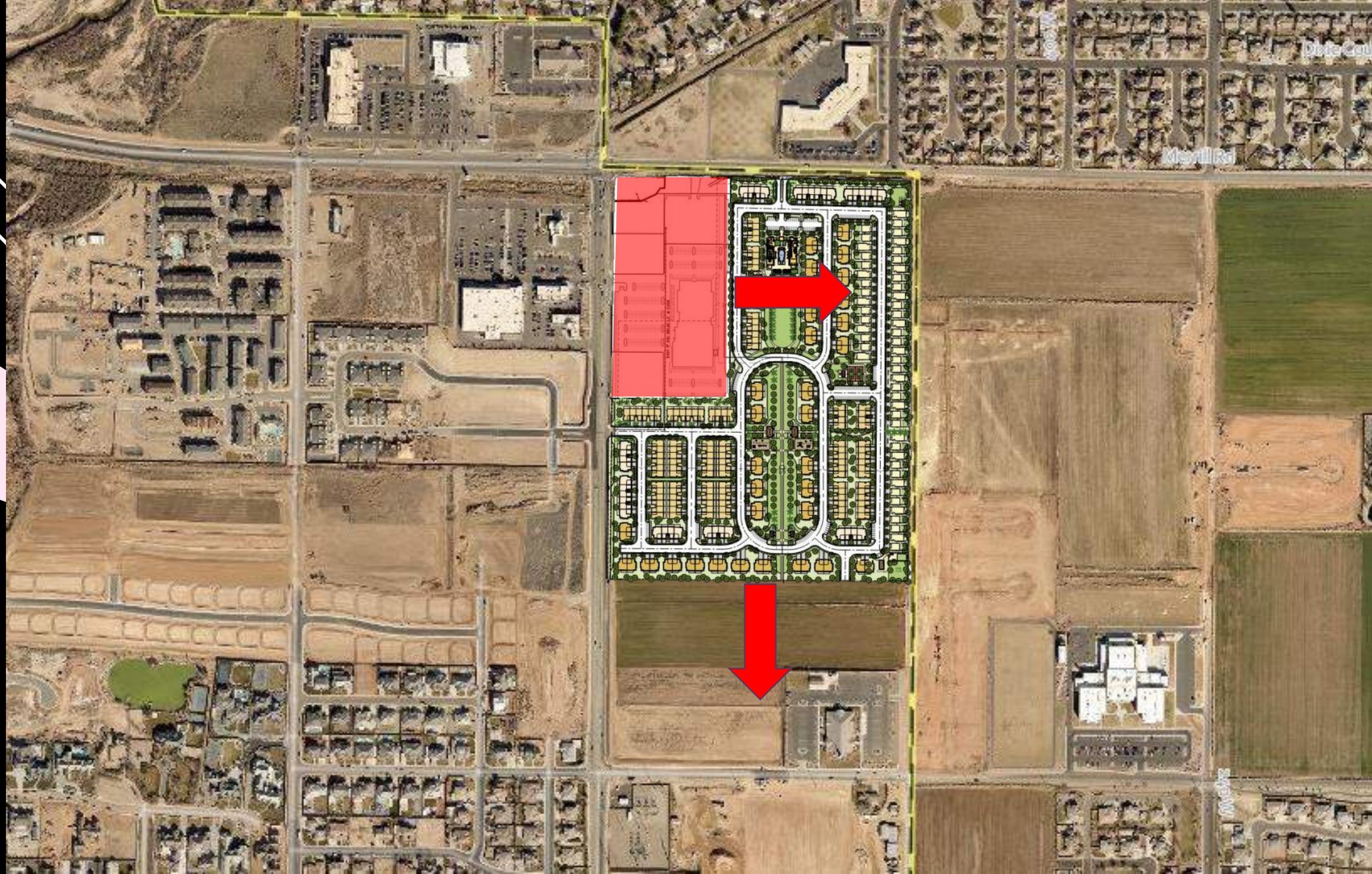
R-1-10

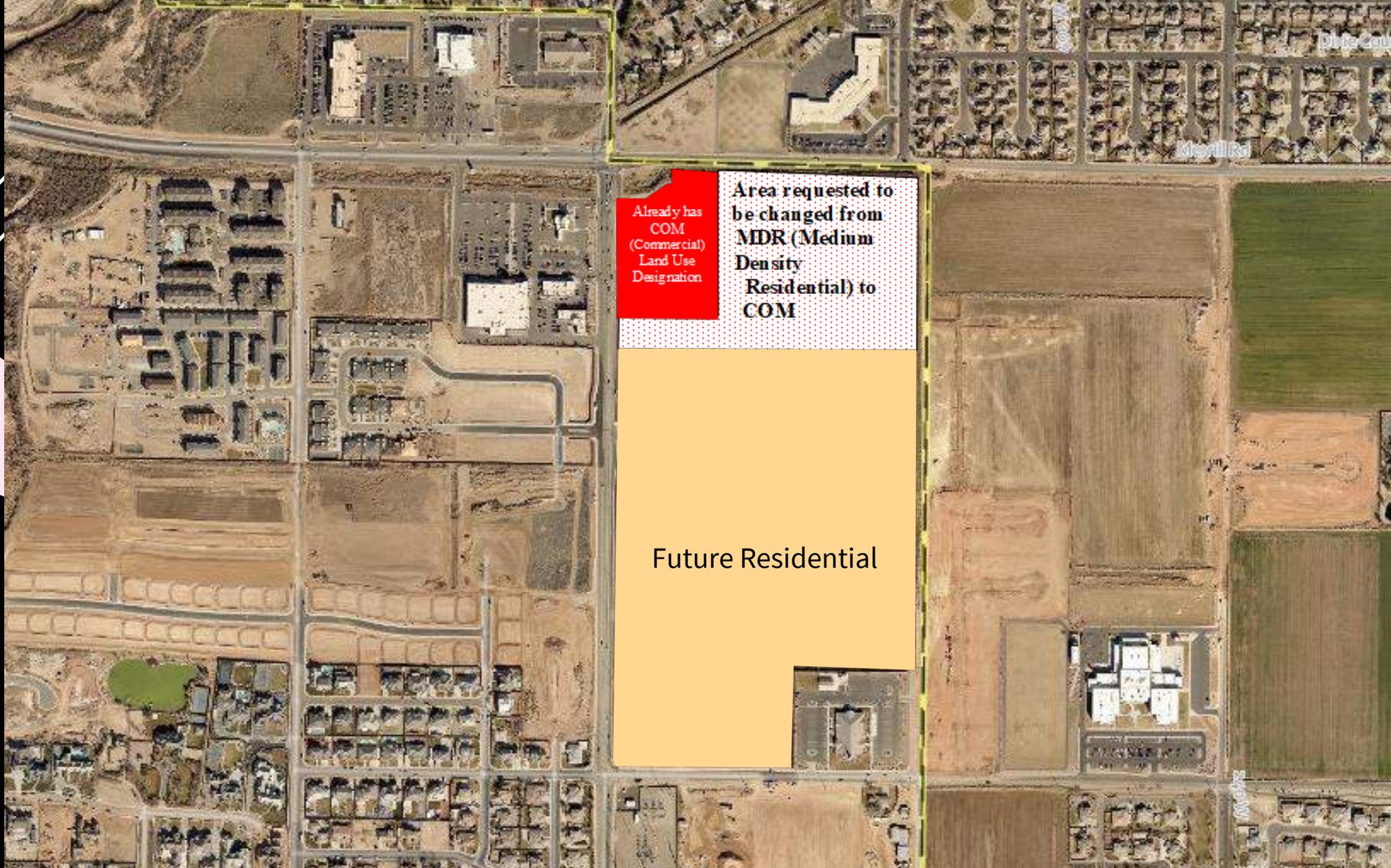
RE-12.5

R-1-12

R-1-12

A-1

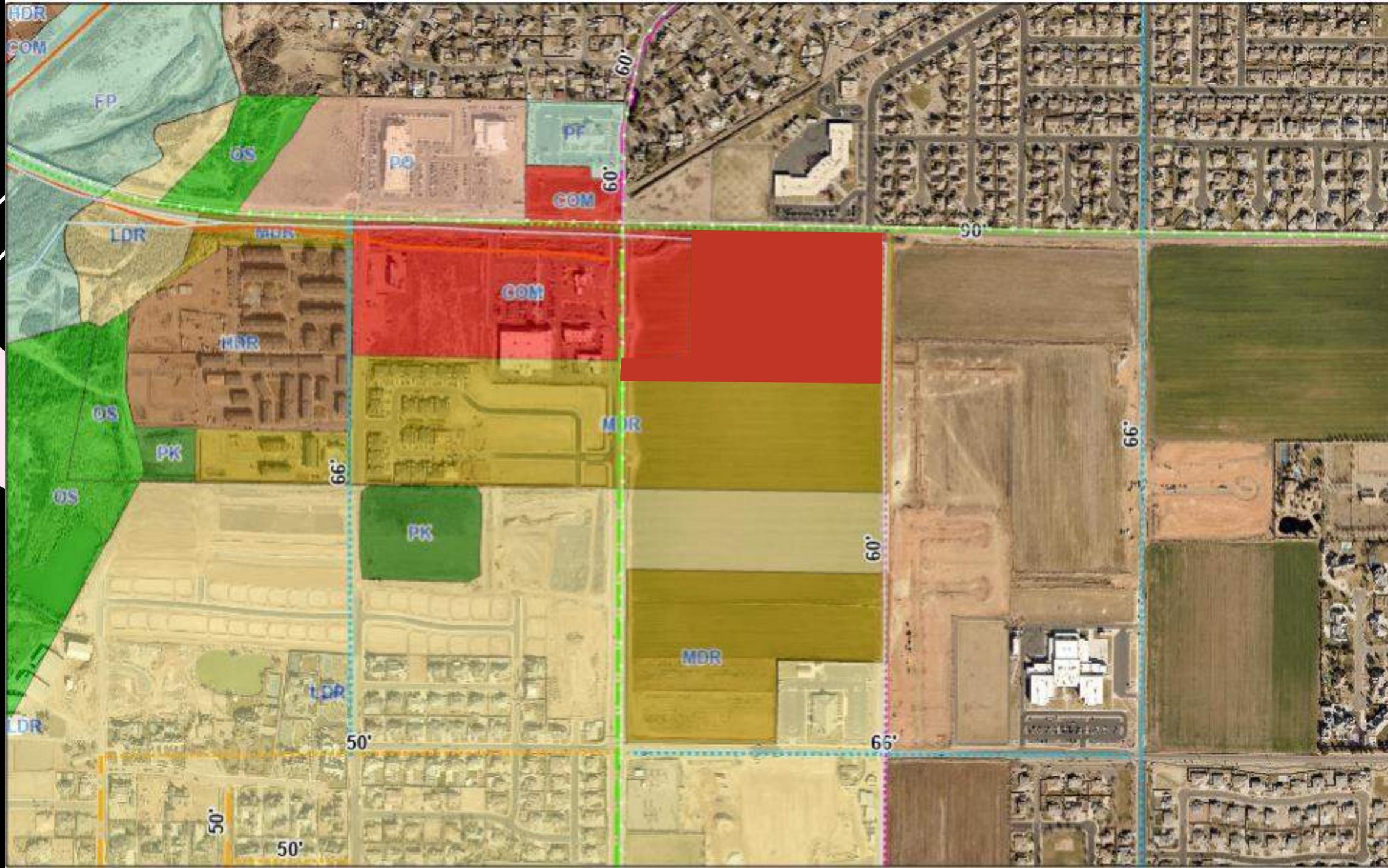




Already has
COM
(Commercial)
Land Use
Designation

Area requested to
be changed from
MDR (Medium
Density
Residential) to
COM

Future Residential



RECOMMENDATION

Agenda Date: 00/00/0000

Agenda Item Number: 11

Subject:

An ordinance amending an approved PD-C (Planned Development Commercial) on approximately 1.08 acres, located on the southeast corner of Desert Color Parkway and Black Mountain Drive for the purpose of adding a 4,727 square foot financial institution for a project to be known as Mountain America Credit Union with conditions from the Planning Commission.

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: Matt Eagan

Reference Number: 2023-PDA-009

Address/Location:

Southeast corner of Desert Color Parkway and Black Mountain Drive

Item History (background/project status/public process):

This is a request for an amendment to the approved Desert Color PD-C (Planned Development Commercial). This site is located directly west of Pad K which was approved earlier this year (2022-ZCA-053) as a restaurant/retail space. On July 11, 2023, a public hearing was held for this item at the Planning Commission meeting. The Planning Commission recommended approval with a condition.

Staff Narrative (need/purpose):

The applicant would like to add a Mountain America Credit Union to this 1.08-acre parcel located at the southeast corner of Desert Color Parkway and Black Ridge Drive.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 6-0 vote, the Planning Commission recommended approval with the following condition:1.The street tree landscape requirement is met along Desert Color Parkway and Black Mountain Drive.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 1.08 ACRES, LOCATED ON THE SOUTHEAST CORNER OF DESERT COLOR PARKWAY AND BLACK MOUNTAIN DRIVE FOR THE PURPOSE OF ADDING A 4,727 SQUARE FOOT FINANCIAL INSTITUTION FOR A PROJECT TO BE KNOWN AS MOUNTAIN AMERICA CREDIT UNION, WITH CONDITIONS FROM THE PLANNING COMMISSION.

(Mountain America Credit Union)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately 1.08 acres, located on the southeast corner of Desert Color Parkway and Black Mountain Drive to add a 4,727 square foot financial institution; and

WHEREAS, the City Council held a public meeting on this request on August 3, 2023; and

WHEREAS, the Planning Commission held a public hearing on this request on July 11, 2023, and recommended approval with a 6-0 vote with the following conditions:

1. That the street tree landscape requirement is met along Desert Color Parkway and Black Mountain Drive; and

WHEREAS, the City Council has determined that the requested change to the Planned Development 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 approved planned development within the PD-C Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional building as shown in Exhibit "B". The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

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

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of August 2023.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____

Jami Brackin, Deputy City Attorney

Councilmember Tanner

Exhibit "A" – Legal Description

Record Description

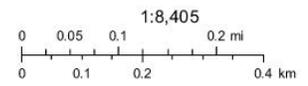
A Parcel of land located in the Northwest Quarter of Section 25, Township 43 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that lies South 89°03'28" East along the Section Line 453.09 feet and South 319.49 feet from the Northwest Corner said Section 25, said point being at the Intersection of the Right of Way lines for Desert Color Parkway, document No. 20190002195, and Southern Parkway, document No. 20100000332, Official Records, Washington County, Utah, Right of Way lines, thence running along said Southern Parkway the following two (2) courses: 1) North 85°45'20" East 46.24 feet and 2) South 86°14'05" East 113.26 feet; thence South 03°45'55" West 38.73 feet; thence South 26°36'04" East 98.52 feet; thence South 63°23'56" West 31.00 feet; thence South 26°36'04" East 122.50 feet; thence South 63°23'56" West 147.48 feet to the Easterly Right of way Line of said Desert Color Parkway, thence along said Right of Way the following ten (10) courses: 1) North 29°05'32" West 34.48 feet, 2) Northwesterly along a 2457.00 foot radius non-tangent curve to the right, (Long Chord bears North 27°26'53" West a distance of 60.24 feet), Center point lies North 61°50'58" East through a Central Angle of 01°24'17", a distance of 60.24 feet, 3) Northwesterly along a 557.00 foot radius compound curve to the right, (Long Chord bears North 26°40'00" West a distance of 1.54 feet), Center point lies North 63°15'16" East through a Central Angle of 00°09'29", a distance of 1.54 feet, 4) Northerly along a 203.00 foot radius compound curve to the right, (Long Chord bears North 20°39'35" West a distance of 41.93 feet), Center Point lies North 63°24'44" East through a Central Angle of 11°51'22", a distance of 42.01 feet, 5) North 14°43'54" West 65.19 feet, 6) Northerly along a 549.51 foot radius non-tangent curve to the right, (Long Chord bears North 13°47'24" West a distance of 33.13 feet), Center point lies North 74°28'57" East through a Central Angle of 03°27'19", a distance of 33.14 feet, 7) Northerly along a 291.50 foot radius compound curve to the right, (Long Chord bears North 07°32'08" West a distance of 46.01 feet), Center point lies North 77°56'16" East through a Central Angle of 09°03'13", a distance of 46.06 feet, 8) North 03°00'31" West 23.83 feet, 9) Northerly along a 197.00 foot radius curve to the left, (Long Chord bears North 07°12'55" West a distance of 28.90 feet), Center point lies South 86°59'29" West through a Central Angle of 08°24'47", a distance of 28.93 feet and 10) North 11°32'43" West 2.75 feet to the point of beginning.

Exhibit "B" – Parcel Exhibit



July 5, 2023





PLANNING COMMISSION AGENDA REPORT: 07/11/2023
CITY COUNCIL AGENDA REPORT: 08/03/2023

Mountain America Credit Union Planned Development Amendment (Case No. 2023-PDA-009)	
Request:	An ordinance amending an approved PD-C (Planned Development Commercial) on approximately 1.08 acres, located on the southeast corner of Desert Color Parkway and Black Mountain Drive for the purpose of adding a 4,727 square foot financial institution for a project to be known as Mountain America Credit Union with conditions from the Planning Commission.
Applicant:	Matt Eagan – Mountain America Credit Union Representative
Location:	Southeast corner of Desert Color Pkwy and Black Mountain Dr
General Plan:	Town Center
Existing Zoning:	PD-C (Planned Development Commercial)
Surrounding Zoning:	North PD-C (Planned Development Commercial)
	South PD-C (Planned Development Commercial)
	East PD-C (Planned Development Commercial)
	West PD-C (Planned Development Commercial)
Land Area:	Approximately 1.08 acres



BACKGROUND:

This is a request for an amendment to the approved Desert Color PD-C (Planned Development Commercial). The applicant would like to add a Mountain America Credit Union to this 1.08-acre parcel located at the southeast corner of Desert Color Parkway and Black Ridge Drive. This site is located directly west of Pad K which was approved earlier this year (2022-ZCA-053) as a restaurant/retail space. The building will be 4,727 square feet with a maximum height of 24' and will include two covered drive-up tellers. The building design style will be Desert Modern, and this proposed building design has been approved by the Desert Color Design Review Board. The signs for this project will be approved at a later date.

The site offers 31 parking spaces, which exceeds the requirement (one stall per every 250 square feet) by 22 stalls. In addition, the site also provides pedestrian access onto Desert Color Parkway. The landscape standards require an average landscape strip along Desert Color Parkway and Black Ridge Drive of 15'. While the site plan does show a small portion of the landscape reduced to 10' wide, there is extensive landscaping along the intersection and the average of the landscape strip appears to exceed 15'.

RECOMMENDATION:

With a 6-0 vote, the Planning Commission recommended approval with the following condition:

1. The street tree landscape requirement is met along Desert Color Parkway and Black Mountain Drive.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions.
3. Deny this request.
4. Table the proposed planned development amendment to a specific date.

POSSIBLE MOTION:

I move we approve Ordinance No. 2023-xx, amending an approved PD-C (Planned Development Commercial) on approximately 1.08 acres, located on the southeast corner of Desert Color Parkway and Black Mountain Drive for the purpose of adding a 4,727 square foot financial institution for a project to be known as Mountain America Credit Union with conditions from the Planning Commission.

FINDINGS FOR APPROVAL:

1. The proposed use is a permitted use found in this PD-C zone.
2. The proposed planned development amendment meets the requirements found in Section 10-8D-2B.

Exhibit A Applicant's Narrative



SANDERS ASSOCIATES ARCHITECTS
2668 GRANT AVENUE OGDEN, UT 84401
T 801.621.7303

June 8, 2023
St. George City Planning, Zoning and Development
175 East 200 North
St. George, Utah 84770

Project Narrative

Mountain America Federal Credit Union (MACU) is a financial institution looking to serve its members by expanding further in the St. George area.

The site will be located on the Northeast corner of Black Mountain Drive and Desert Color Parkway. The building will cover 0.09% of the parcel. The remaining of the parcel will have landscaping (39%) and impervious area (52%).

The branch building design is planned to be a 4,727 sf building footprint which includes offices and spaces for conducting financial transactions. The building design style will be Desert Modern according to the Desert Color Design Guidelines. The drive-up canopy is planned to be 954 sf footprint. The footprint has been designed to service member's banking needs within the location area and designed to accommodate up to 16 employees to service those needs.

Also included will be a drive thru with two (2) dedicated drive-thru teller lanes and one (1) dedicated drive-thru ATM lane. MACU has determined through past experience that during peak times the drive-thru need will require two (2) lanes in order to meet the appropriate demand. MACU's hours of operation are 9am-6pm M-F and 9am-3pm on Saturday (closed Sunday).

MACU would like to break ground by fall 2023. Construction for typical MACU branches takes five – six months for completion.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Sanders", with a horizontal line extending to the right.

M. Shane Sanders, AIA, NCARB
Managing/Design Principal
SANDERS ASSOCIATES ARCHITECTS

Exhibit B

PowerPoint Presentation

Mountain America Credit Union

Planned Development Amendment
2023-PDA-009

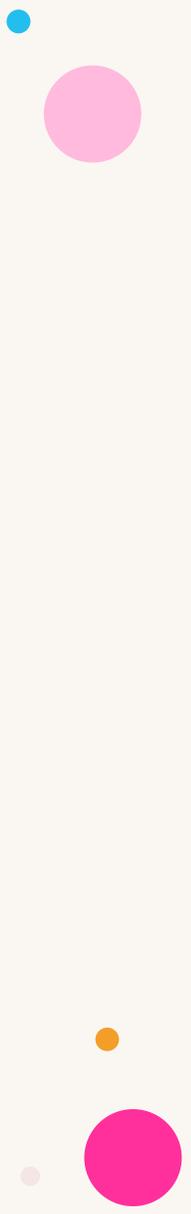


Location

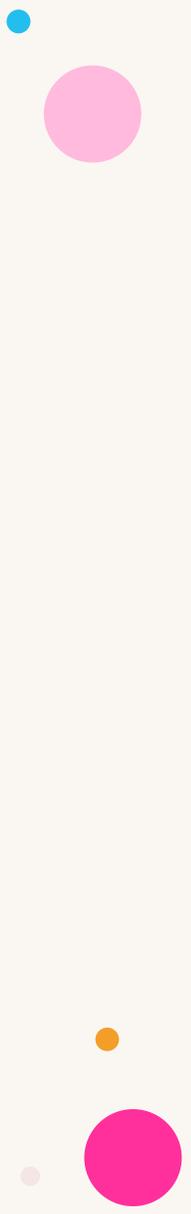


Black Mtn Drive

Desert Color Parkway



Land Use

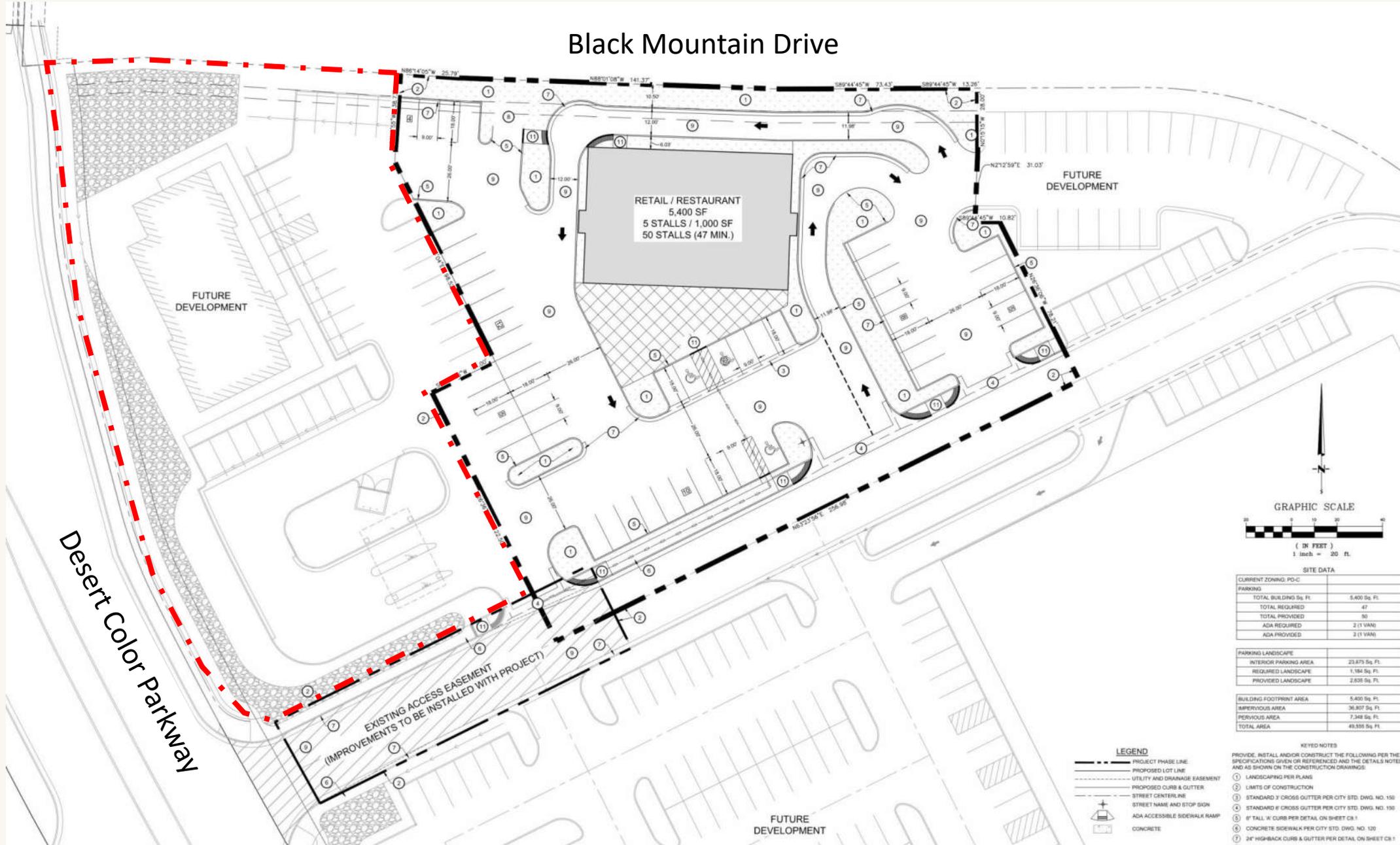


Zoning

Price City Hills 9-1992 Amended 7-21-2005
OS



Black Mountain Drive



RETAIL / RESTAURANT
5,400 SF
5 STALLS / 1,000 SF
50 STALLS (47 MIN.)

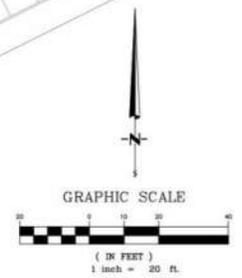
FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

Desert Color Parkway

EXISTING ACCESS EASEMENT
(IMPROVEMENTS TO BE INSTALLED WITH PROJECT)

FUTURE DEVELOPMENT



SITE DATA

CURRENT ZONING: PD-C	
PARKING	
TOTAL BUILDING Sq. Ft.	5,400 Sq. Ft.
TOTAL REQUIRED	47
TOTAL PROVIDED	50
ADA REQUIRED	2 (1 VAN)
ADA PROVIDED	2 (1 VAN)

PARKING LANDSCAPE	
INTERIOR PARKING AREA	23,875 Sq. Ft.
REQUIRED LANDSCAPE	1,194 Sq. Ft.
PROVIDED LANDSCAPE	2,638 Sq. Ft.

BUILDING FOOTPRINT AREA	
PERVIOUS AREA	5,400 Sq. Ft.
PERVIOUS AREA	36,807 Sq. Ft.
PERVIOUS AREA	7,348 Sq. Ft.
TOTAL AREA	49,555 Sq. Ft.

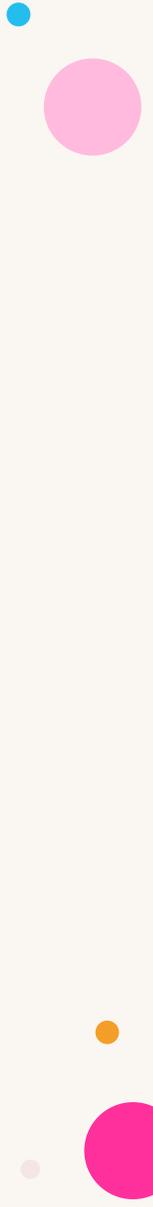
- LEGEND**
- PROJECT PHASE LINE
 - PROPOSED LOT LINE
 - UTILITY AND DRAINAGE EASEMENT
 - PROPOSED CURB & GUTTER
 - STREET CENTERLINE
 - STREET NAME AND STOP SIGN
 - ADA ACCESSIBLE SIDEWALK RAMP
 - CONCRETE

- KEYED NOTES**
- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- ① LANDSCAPING PER PLANS
 - ② LIMITS OF CONSTRUCTION
 - ③ STANDARD 3" CROSS GUTTER PER CITY STD. DWG. NO. 150
 - ④ STANDARD 4" CROSS GUTTER PER CITY STD. DWG. NO. 150
 - ⑤ 6" TALL 'A' CURB PER DETAIL ON SHEET CB.1
 - ⑥ CONCRETE SIDEWALK PER CITY STD. DWG. NO. 130
 - ⑦ 24" HIGHBACK CURB & GUTTER PER DETAIL ON SHEET CB.1

PAD K
Approved
2/16/2023



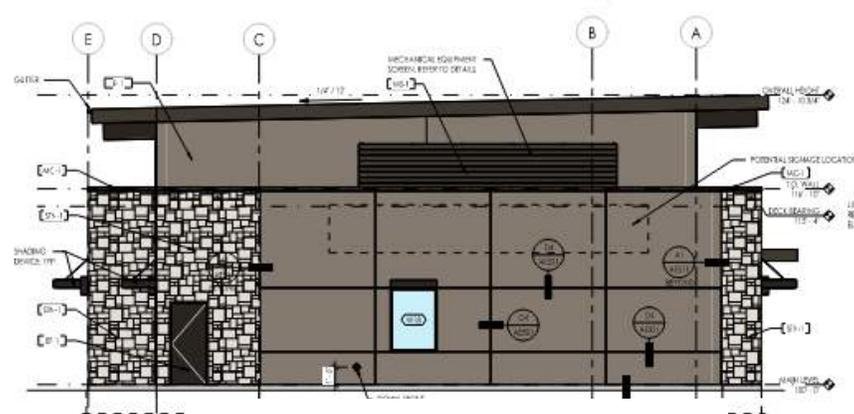
- Parking = 31 spaces
- Height = 24'
- Landscaping
- Pedestrian Access



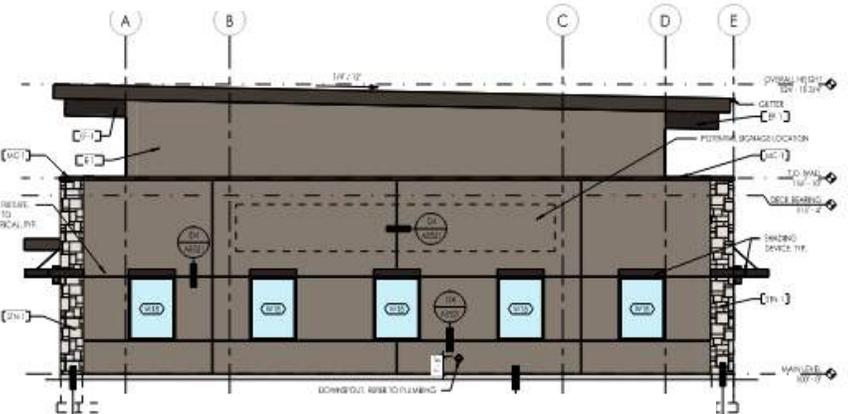


East, Parking Lot

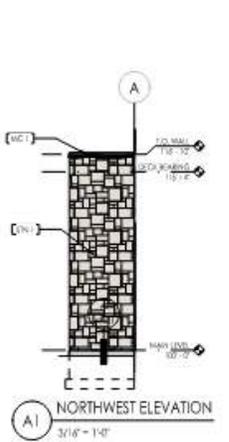
EXTERIOR MATERIAL SCHEDULE			
ITEM	NAME	PROCESS	COLOR / FINISH
001	STONE	SEE	AS SHOWN. CUSTOM COLOR TO MATCH EXISTING NEARBY. YOU OF FIRM. (SCAN QR CODE FOR COLOR MATCH DETAILS)
EXTERIOR PAINT			
002	BASE PAINT	EXTERIOR PAINT	EMULSION. COLOR: 201-C2. 100% SOLIDS.
MASSING			
003	DATA SIGN	LOCAL VENDOR	LOCAL PAINT
MECHANICAL SCREEN			
004	SCREEN	ALUMINUM	PAINT. SEE CASE & ALL SPECIFICATIONS.
METAL			
005	SEE SPEC. SHEET	PRE-FINISHED METAL CLADDING	SEE SPEC.
METAL PANEL			
006	BRICK	METAL PANEL	SEE BRICKEL (BRICKEL PANEL) COLOR: (SEE BRICKEL)
WOOD MEMBRANE			
007	WOOD PANEL	WOOD MEMBRANE	WHITE



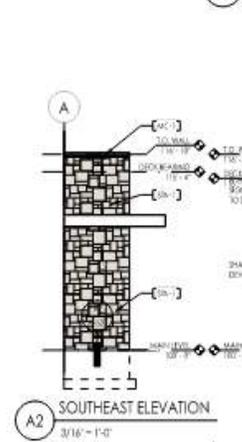
South, Entrance Road



North, Black Mountain Drive



A1 NORTHWEST ELEVATION
3/16" = 1'-0"



A2 SOUTHEAST ELEVATION
3/16" = 1'-0"



West, Desert Color Parkway

RSK1 LED
Area Luminaire

P31-L7KH, P32-L7K, P41-L7K, P51-L7K



Specifications

Model: RSK1-LED
Height: 10'-0" (3048 mm)
Width: 4'-0" (1219 mm)
Depth: 4'-0" (1219 mm)
Weight: 150 lbs (68 kg)

Installation

This luminaire is designed for use in a variety of applications, including parking lots, streets, and walkways. It is designed to provide uniform illumination and is suitable for use in areas with high traffic volume. The luminaire is designed to be installed on a standard 4" x 4" x 1/2" steel post. The luminaire is designed to be installed on a standard 4" x 4" x 1/2" steel post. The luminaire is designed to be installed on a standard 4" x 4" x 1/2" steel post.

GENERAL NOTES

1. BY ORIENTATION ON THIS PLAN AND FEATURE SCHEDULE DEPENDENCE BY ORIENTATION SHOWN ON THIS SHEET.

2. IF THERE ARE ANY CHANGES TO THE FEATURES INSTALLED BY LOCAL ANTI-CORRUPTION CONSTRUCTION.

LITHONIA LIGHTING

FEATURES & SPECIFICATIONS

RW-L2K

LDN6

OC-L2W

OC-L2K

OC-L2H

OC-L2L

OC-L2M

OC-L2N

OC-L2O

OC-L2P

OC-L2Q

OC-L2R

OC-L2S

OC-L2T

OC-L2U

OC-L2V

OC-L2W

OC-L2X

OC-L2Y

OC-L2Z

OC-L2AA

OC-L2AB

OC-L2AC

OC-L2AD

OC-L2AE

OC-L2AF

OC-L2AG

OC-L2AH

OC-L2AI

OC-L2AJ

OC-L2AK

OC-L2AL

OC-L2AM

OC-L2AN

OC-L2AO

OC-L2AP

OC-L2AQ

OC-L2AR

OC-L2AS

OC-L2AT

OC-L2AU

OC-L2AV

OC-L2AW

OC-L2AX

OC-L2AY

OC-L2AZ

OC-L2BA

OC-L2BB

OC-L2BC

OC-L2BD

OC-L2BE

OC-L2BF

OC-L2BG

OC-L2BH

OC-L2BI

OC-L2BJ

OC-L2BK

OC-L2BL

OC-L2BM

OC-L2BN

OC-L2BO

OC-L2BP

OC-L2BQ

OC-L2BR

OC-L2BS

OC-L2BT

OC-L2BU

OC-L2BV

OC-L2BW

OC-L2BX

OC-L2BY

OC-L2BZ

OC-L2CA

OC-L2CB

OC-L2CC

OC-L2CD

OC-L2CE

OC-L2CF

OC-L2CG

OC-L2CH

OC-L2CI

OC-L2CJ

OC-L2CK

OC-L2CL

OC-L2CM

OC-L2CN

OC-L2CO

OC-L2CP

OC-L2CQ

OC-L2CR

OC-L2CS

OC-L2CT

OC-L2CU

OC-L2CV

OC-L2CW

OC-L2CX

OC-L2CY

OC-L2CZ

OC-L2DA

OC-L2DB

OC-L2DC

OC-L2DD

OC-L2DE

OC-L2DF

OC-L2DG

OC-L2DH

OC-L2DI

OC-L2DJ

OC-L2DK

OC-L2DL

OC-L2DM

OC-L2DN

OC-L2DO

OC-L2DP

OC-L2DQ

OC-L2DR

OC-L2DS

OC-L2DT

OC-L2DU

OC-L2DV

OC-L2DW

OC-L2DX

OC-L2DY

OC-L2DZ

OC-L2EA

OC-L2EB

OC-L2EC

OC-L2ED

OC-L2EE

OC-L2EF

OC-L2EG

OC-L2EH

OC-L2EI

OC-L2EJ

OC-L2EK

OC-L2EL

OC-L2EM

OC-L2EN

OC-L2EO

OC-L2EP

OC-L2EQ

OC-L2ER

OC-L2ES

OC-L2ET

OC-L2EU

OC-L2EV

OC-L2EW

OC-L2EX

OC-L2EY

OC-L2EZ

OC-L2FA

OC-L2FB

OC-L2FC

OC-L2FD

OC-L2FE

OC-L2FF

OC-L2FG

OC-L2FH

OC-L2FI

OC-L2FJ

OC-L2FK

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OC-L2FN

OC-L2FO

OC-L2FP

OC-L2FQ

OC-L2FR

OC-L2FS

OC-L2FT

OC-L2FU

OC-L2FV

OC-L2FW

OC-L2FX

OC-L2FY

OC-L2FZ

OC-L2GA

OC-L2GB

OC-L2GC

OC-L2GD

OC-L2GE

OC-L2GF

OC-L2GG

OC-L2GH

OC-L2GI

OC-L2GJ

OC-L2GK

OC-L2GL

OC-L2GM

OC-L2GN

OC-L2GO

OC-L2GP

OC-L2GQ

OC-L2GR

OC-L2GS

OC-L2GT

OC-L2GU

OC-L2GV

OC-L2GW

OC-L2GX

OC-L2GY

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OC-L2HA

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OC-L2HD

OC-L2HE

OC-L2HF

OC-L2HG

OC-L2HH

OC-L2HI

OC-L2HJ

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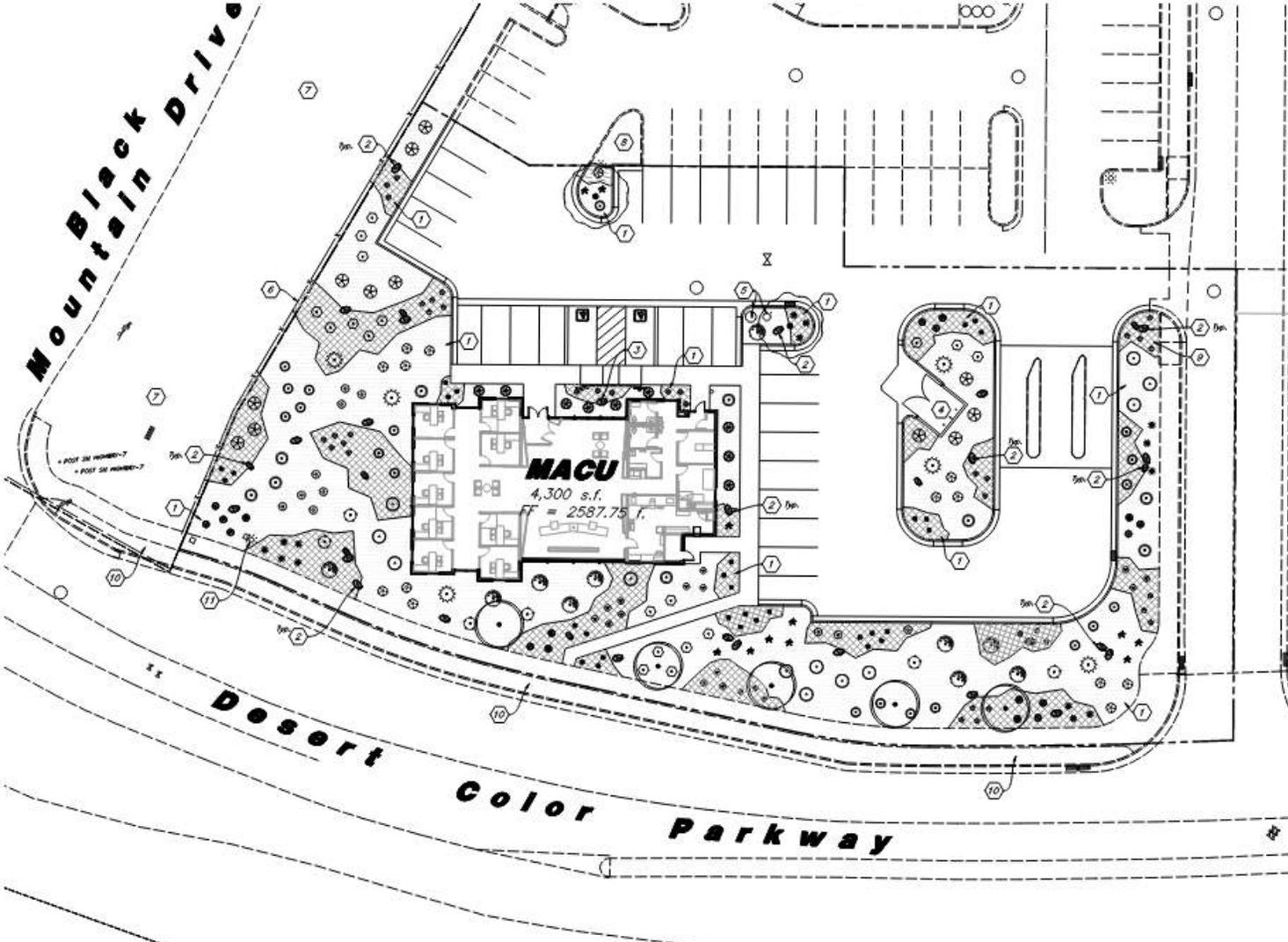
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Landscape Data
 Site Area = 42,668 s.f. (2.08 ac)
 Grade Landscape Area Provided = 14,023 s.f. (0.64 ac)
 Street Color Parkway Street Trees
 1 Tree Every 40 L.F. = 3 Trees Provided
 1 Tree per 4,000 s.f. of L.S. = 3 Trees (3 Provided)
 50% of the Landscape Area shall be covered with
 Rubble within 5 Years of Planting
 Rubble Lot Area = 5,224 s.f.
 Parking Lot Landscape Required = 257 s.f. (9%)
 Parking Lot Landscape Provided = 334 s.f. (16.5%)

• Calculation to Parking Ratio Area Only



Landscape Keynotes

- 1 Install Stone Planter with Decorative Stone Over Wood Barrier - See Material Schedule for Stone Type and Size
- 2 Install Landscape Border
- 3 Install Landscape Border with Eagle Statue
- 4 Dumpster Enclosure with Plant Screening
- 5 Existing Fire Hydrant & Meter - See Utility Plan
- 6 Existing Fence to Remain
- 7 Area to Remain Native
- 8 Landscape to be Installed by Adjacent Owner
- 9 Secondary Water Irrigation Connection - See Utility Plan for More Detail
- 10 Protect Existing Parking with Landscape; Landscape Damaged Due to Construction Shall be Reinstated with Equal Plant Material; MCUI Decorative Stone Shall Match Parking
- 11 Existing Street Light

Landscape Notes

1. See Sheet L.S.1 for Planting Details.
2. All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. Point Source Drip Shall be Used to Irrigate Stone Areas. See Sheet L.S.1 for Irrigation Layout and Sheet L.S.1 for Details.
3. Adjust Plant Material as Needed to Accommodate New and Existing Utilities.
4. Plant Material Shall be Planted Away From Walkways, Building Structures, and Lawn Edges to Provide for Future Plant Growth. Shrubs Shall be Planted a Minimum of 3' From Edges and Perennials/Ornamental Grasses 2'.
5. Double Storage of Landscape/Irrigation Materials and Equipment Should Not Block More Than 3 Parking Spaces Unless Otherwise Approved by MACU Corporate Real Estate-Facilities Team.
6. Equipment Cannot Stay Longer Than Two Weeks on Jobites Unless Otherwise Approved by MACU Corporate Real Estate-Facilities Team.
7. From the Beginning of the Project Through the Final Walk Thru Parking Lots, Stairwells and Gutters Shall be Free of Dirt and Debris at the End of Each Day.
8. See Landscape Notes for Details regarding Landscape Maintenance Period.
9. All Plant Material has been Selected From the Desert Colors Plant List.

PLANT SCHEDULE

TREE	QTY	BOTANICAL / COMMON NAME	SIZE
	6	Ostrya japonica 'Black Dragon' / Black Dragon Japanese Cedar	6-8" Ht.
	2	Koeleria paniculata / Golden Rain Tree	24" Box; 6-8" Ht.
	5	Fatsia chinensis 'Red Push' / Red Push Chinese Fatsia	24" Box; 6-8" Ht.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE
	9	Baccharis x 'Confessio' / Confessio Coyote Brush	5 gal
	9	Daphne genkwa / Grey Desert Spoon	5 gal
	9	Eurogymna japonica 'Microphylla' / Bonnet Eurogymna	5 gal
	10	Juniperus horizontalis 'Wilton' / Blue Rug Juniper	5 gal
	12	Leucophyllum thymoides 'Yo Bona' / Rio Brava Texas Ranger	5 gal
	12	Rosa rugosa 'Huntington Carpet' / Huntington Carpet Rosemary	5 gal
ORNAMENTAL GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE
	11	Heteropogon sempervirens / Blue Oat Grass	1 gal
	11	Muhlenbergia rigens / Deer Grass	1 gal
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE
	10	Bulbocodium sp. / Desert Marigold	1 gal
	14	Berberis thunbergii 'Orionem Pygmy' / Orionem Pygmy Japanese Barberry	1 gal
	14	Echinops rigida / Yellow Spurge	1 gal
	18	Hesperaloe parviflora / Red Yucca	1 gal
	19	Hesperaloe parviflora 'Flava' / Golden Yucca	1 gal
	6	Hedera x 'Blackberry Ice' / Blackberry Ice Coral Bells	1 gal
	14	Hymenocallis argentea / Pink Sue	1 gal
	12	Leucantheum dentata / French Lavender	1 gal
	9	Penstemon wislizeni / Firecracker Penstemon	1 gal
	14	Rosa x 'Wilton' / Flower Carpet Red Groundcover Rose	1 gal
	18	Sphaeralcea ambigua / Orange Desert Oenothera	1 gal

MATERIAL SCHEDULE

- Decorative Stone #1 - Install a Four (4) inch depth over Dual Pro-2 Wood Barrier. Stone Shall be Used in all Specified Stone Areas and Washed Prior to Installation. Remove all Soil From Wood Barrier Prior to Laying Stone; Stone Shall be 1-2" Diameter. Fractured California Gneiss From a Local Source. Provide a Sample for Approval. Detail 4/L.S.1

General Landscape Notes

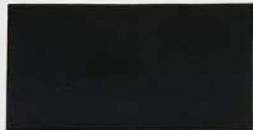
1. Plant material quantities are provided for bidding purposes only. It is the contractor's responsibility to verify all quantities listed on the plans and the availability of all plant material and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to substituting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plant take precedence over plant schedule quantities.
2. Contractor shall call 811 before excavation for plant material.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utilities lines during the construction period, and repair any and all damage to utilities, structures, site furnishings, etc. which occurs as a result of the landscape construction.
4. The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
5. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
6. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
7. Contractor safety and cleanup must meet OSHA standards at all times. All
11. It is the contractor's responsibility to furnish all plant material free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant material.
12. The contractor shall take all necessary precautions to avoid damage to existing utilities, structures, site furnishings, etc. which occurs as a result of the landscape construction.
13. The contractor shall install all landscape material per plan, notes and details.
14. Plant names are abbreviated on the drawings; see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
15. No grading or soil placement shall be undertaken when soils are wet or frozen.
16. Imported topsoil shall be used for all landscape areas. The topsoil must be a premium quality over sandy loam, free of rocks, chads, roots, and plant matter. The landscape contractor shall perform a soil test on the imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.
17. Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be prepared by scarifying the soil to a depth of 2 inches in order to create a transition layer between existing and new soils. Remove all construction debris and foreign material.
18. Provide an eight (8) inch depth of imported topsoil in all shrub areas and twelve (12) inches in parking islands.

21. All new plants shall be balled, banded and burlapped or container grown, unless otherwise noted on plant schedule. Container grown trees shall have the container cut and removed. Fences to ball and burlap shall have the string, burlap, or plastic cut and pulled away from the trunk exposing 1/3 of the root ball. For trees in wire baskets, cut and remove the wire basket.
22. Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive special care over double shield weed barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas.
23. All deciduous trees shall be double staked per tree staking details. Tree stakes shall be equal and less than 1/2". Grade Top #0152. It is the contractor's responsibility to remove tree staking after one year.
24. Bury 2 inches of burlap height into soil, keeping best visual side above ground. Use care to minimize marking and scratching.
25. Landscape installer shall repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty periods. Failures include, but are not limited to, the following: death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond installer's control. Warranty period shall be 12 months and begin at date of first project acceptance. Plant material shall be replaced in a like manner. From the time the landscape contractor is notified of dead plant material, the contractor has ten (10) days to replace dead plant material. If plant material is not replaced by the ten (10) day time frame MACU will have plants replaced and bill the installing contractor.





MOUNTAIN AMERICA CREDIT UNION - ST. GEORGE BLACK MOUNTAIN ROAD BRANCH



EP-1: EXTERIOR PAINT;
COLOR: SW6990 CAVIAR EGGHELL FINISH



MS-1: QUALITA 020C MECHANICAL SCREEN;
COLOR: EBONY



MP-1: ALPOLIC METAL PANEL;
COLOR: JBR BRONZE



E-1: ENERGY EIFS, SAHARA FINISH;
COLOR: SW7026 GRIFFIN



STN-1: DELTA STONE NATURAL STONE VENEER;
COLOR: IVORY WHITE



Mountain America Credit Union

Planning Commission Recommendation

With a 6-0 vote, the Planning Commission recommended approval with the following condition:

1. The street tree landscape requirement is met along Desert Color Parkway and Black Mountain Drive.

