

**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 17, 2023 commencing at 3:00 p.m.

The agenda for the meeting is as follows:

1. **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.**
2. **Discussion regarding proposed changes to the special events ordinance.**
3. **Adjourn and reconvene in a Regular Meeting of the City Council.**

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

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**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 17, 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 September 21, 2023 as Recovery Day.**
  - b. **Read a Proclamation proclaiming September 10-16, 2023 as National Patriotism Week.**

2. **Consent Calendar.**

a. **Consider approval to award bid to Circle D Enterprises/Empire Waste Services for portable toilets and dumpsters for the St. George Marathon.**

BACKGROUND and RECOMMENDATION: This was a formal bid process in order to establish a contract to provide dumpsters and portable toilets for the St. George Marathon. Two companies submitted proposals. Staff recommends awarding the bid to Circle D Enterprises/Empire Waste in the amount of \$57,152.

b. **Consider approval to purchase two fire engine/pumpers from Pierce Manufacturing/Siddons-Martin Emergency Group utilizing the Sourcewell National Purchasing Contract.**

BACKGROUND and RECOMMENDATION: This purchase is for fire apparatus needed for new stations and replacement. Staff recommends the purchase of the trucks from Pierce Manufacturing/Siddons-Martin Emergency Group in the amount of \$2,156,549.98.

c. **Consider the approval to purchase Self Contained Breathing Apparatus (SCBA) and related equipment from LN Curtis utilizing National Purchasing contract/sole source.**

BACKGROUND and RECOMMENDATION: This purchase is part of the Fire Department's ongoing effort for replacement of Self-Contained Breathing Apparatus (SCBA) to replace older existing units on fire apparatus that have become obsolete along with the Honeywell SCBAs that have been discontinued. Staff recommends the purchase of SCBAs in the amount of \$204,382.06.

d. **Consider approval of a sole source purchase for 138 kV breakers for the Green Valley Sub Ring Bus.**

BACKGROUND and RECOMMENDATION: This request is for a sole source purchase from Siemens Energy as they are the only manufacturer of equipment compatible with the existing system. Staff recommends purchasing the breakers from Siemens Energy Inc in the amount of \$196,050.

e. **Consider approval of a contract with Specialty Applicators, LLC for seal coat for various streets within the City of St. George.**

BACKGROUND and RECOMMENDATION: This is a sole source contract. This product (GSB-Friction Seal) will be used on Indian Hills Drive, 1000 East, and Tuweap Drive. The product has been used for the past few years selectively on other City streets with excellent results. Staff recommends approving the contract in the amount of \$174,685.

f. **Consider approval of the grant offer for AIP #3-49-0060-045-2023 to reconstruct and expand the terminal apron at the St. George Regional Airport.**

BACKGROUND and RECOMMENDATION: The grant for Reconstruction and Expansion of Terminal Apron was applied for on March 6, 2023 and amended on August 9, 2023 to increase the amount from \$13,453,000 to \$15,960,275 due to increased construction costs. The final grant agreement/document will be received from the FAA at the end of August 2023 and the grant agreement must

be approved, signed, and returned to the FAA no later than September 14, 2023 in order to secure the airport grant. Staff recommends approval of this draft grant agreement contingent on final legal approval once the official document is received.

**g. Consider approval of a Reimbursement Agreement between St. George City and Joule Plaza, LLC for installation of storm drain improvements and roadway improvements along Tabernacle Drive from 200 West to 300 West.**

BACKGROUND and RECOMMENDATION: Off-site runoff from Tabernacle Street has flooded the ground floor of Joule Plaza and the parking lot of Courthouse Corner. There is no storm drain in Tabernacle Street between 200 West and 300 West. Staff recommends approving the agreement in the amount of \$141,922.25.

**h. Consider approval to continue to waive fees for the Bloomington Community Picnic organized by The Church of Jesus Christ of Latter-day Saints Bloomington Stake on September 26, 2023 at Bloomington Park.**

BACKGROUND and RECOMMENDATION: This is an annual event that the community of Bloomington has held for many years. There will be a BBQ and activities free for the public. The fee waiver includes: 1) Special Event fee (\$150); and 2) Park Reservation fee (\$400). Staff recommends approval.

**i. Consider approval for the Lion's Dixie Round-Up Rodeo to have a Beer Garden during their event September 14, 15, 16, 2023 at the Dixie Sun Bowl.**

BACKGROUND and RECOMMENDATION: This is the 3rd year the Lion's Club would like to hold a Beer Garden as part of their event in a fenced off, secured area. Staff recommends approval with the condition that the applicant obtain insurance with the correct endorsements prior to the event.

**j. Consider approval of the continued sponsorship of the Lion's Dixie Round Up Rodeo organized by the St George Lions Club on September 14, 15, 16, 2023 at the Dixie Sun Bowl.**

BACKGROUND and RECOMMENDATION: This annual event held at the Dixie Sun Bowl includes evening rodeos Thursday-Saturday from 7:00-11:00pm, a parade on Saturday at 9:00am. The sponsorship request includes fee waivers of the following: 1) Special Event Permit fee (\$150/day), 2) Sublicense fees; 3) Annual Alcohol permit fee (\$500); 4) Local Consent fee (\$50); 5) Encroachment fees; 6) Security fees; 7) Water hydrant fee ; and 8) Deposit application fee. Staff recommends approval with the conditions that the Special Event Application, Encroachment permit Application, Parade Application, and DABS Single Event Permits are approved prior to event date.

**k. Consider approval to continue sponsorship of the annual Juan Festival event organized by Canyon Media on October 14, 2023 at Vernon Worthen Park.**

BACKGROUND and RECOMMENDATION: This event started in 2017. The sponsorship includes: 1) Fee waiver for the Special Event Permit fee (\$150/day); 2) Fee waiver for the park reservation (\$400/day); 3) Setup big stage; 4) Extra

trach cans and liners; 5) Firetruck and flag on display (\$210/hour); and 6) St. George Police to provide a booth for interaction with public. Staff recommends approval.

**I. Consider approval of the minutes from the meetings held on July 6, 2023; July 13, 2023; August 3, 2023 (Work); and August 3, 2023 (Regular).**

**3. Consider approval of Ordinance No. 2023-011 approving a development agreement on approximately 1.0 acres located at 368 South Mulberry Drive for the purpose of allowing the applicant to build a garage in Open Space zone in exchange for a sewer line and an access easement on the applicant's property to be granted to the City of St. George to be known as Eric Martin Development Agreement. Case No. 2023-DA-005**

**BACKGROUND and RECOMMENDATION:** This development agreement addresses the applicant wanting to build a garage/barn in the rear of his property which is zoned OS (Open Space). In the open space zone accessory structures are required to be a minimum of 100' feet from any dwelling. For the applicant to build his non-habitable garage/barn and comply with the setback from any dwelling, the proposed building would be located over the sewer easement. The applicant is working with the City to give a sewer easement and drainage easement (for access and maintenance of the Virgin River) in order to be able to build the garage/barn within the required setbacks. At their meeting held on July 11, 2023 the Planning Commission held a public hearing and recommended approval with a vote of 6-0 with no conditions.

**4. Consider approval of Ordinance No. 2023-012 changing the zone from M & G (Mining & Grazing) to PD-C (Planned Development Commercial) on approximately 13.385 acres located approximately at 2050 West Chandler Drive to allow the development of 23 hobby garages and 99 short-term RV resort sites on the property, with conditions of the Planning Commission. Case No. 2023-ZC-007**

**BACKGROUND and RECOMMENDATION:** In 2022 (Case No. 2022-GPA-003) the City Council reviewed a General Plan Amendment for the Tonaquint Commercial and approved a Commercial area on 13.734 acres. In October 2022 (Case No. 2022-ZRA-003), there was a zoning regulation amendment for hobby garages approved as a permitted with standards. The intent at the time of the ZRA was to provide standards for hobby garages. The applicant worked with city staff to provide feedback on the permitted standards for hobby garages and is now coming back with the zone change for hobby garages and RV Resort short term rental on this property. This zone change proposal is for 23 hobby garage units on 3.117 acres and Short-Term RV Resort with 99 total sites on 10.263 acres. The RV Resort will include 65 pull through RV sites, 20 back in sites, and 14 camping sites. The proposal includes a 2,200 sq. ft. building to check in lobby, office, game room, showers, laundry, and pet bathing area. At their meeting held on July 11, 2023, the Planning Commission held a public hearing and recommended approval with a vote of 5-1 with conditions.

**5. Consider approval of Ordinance No. 2023-013 amending an approved PD-C (Planned Development Commercial) on approximately 4.06 acres, located at Dixie Downs Rd and Snow Canyon Pkwy for the purpose of building three professional office buildings for a project to be known as Precision Professional Plaza, with conditions from the Planning Commission. Case No. 2023-PDA-010**

BACKGROUND and RECOMMENDATION: On May 6, 2004, the proposed property was approved as the Estrella PD-C (Planned Development Commercial) on the east side of Snow Canyon Pkwy and Dixie Drive. The approved uses were those in the C-2 commercial zone. In 2018 there was an application submitted for a zone change on the proposed property. The application was withdrawn at the time because the property was not owned by the applicant. The applicant has since purchased the property and is now requesting the zone change amendment to develop the property. At their meeting held on July 11, 2023, the Planning Commission held a public hearing and recommended approval, with conditions, with a vote of 6-0.

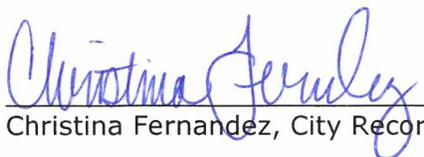
6. **Consider approval of Ordinance No. 2023-014 amending an approved PD-C (Planned Development Commercial) on approximately .86 acres, located on the southeast corner of River Road and George Washington Boulevard for the purpose of adding a 5,230 square foot restaurant for a project to be known as McDonald's, with a condition from the Planning Commission. Case No. 2023-PDA-011**

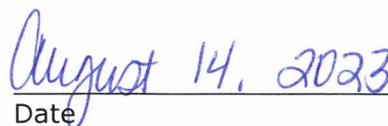
BACKGROUND and RECOMMENDATION: This lot is a part of the River Crossing Planned Development. In 2016, The Boulder Creek Commons Planned Development was established with a general layout of the property and a use list (2015-ZC-035). Then in 2021, the name of this development name was changed to River Crossing and a conceptual site plan was approved. Prior to 2020, there was a limit of three drive-thrus allowed in this development; however, in 2020, that limit was removed, and drive-thru standards were created and approved for this specific development. At their meeting held on July 25, 2023, the Planning Commission held a public hearing and recommended approval of this item with one condition, with a vote of 6-0 vote.

7. **Consider approval of the preliminary plat for the Desert Color Substation, a single lot subdivision on approximately 4.63 acres located to the west of Sage Haven Phase 8 at the end of Katydid Court. Case No. 2023-PP-025**

BACKGROUND and RECOMMENDATION: The applicant would like to create a lot for a future power substation. At their meeting held on July 25, 2023, the Planning Commission recommended approval with a vote of 5-0.

8. **Appointments to Boards and Commissions of the City.**
9. **Reports and updates from Mayor, Councilmembers, and City Manager.**
10. **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.**

  
Christina Fernandez, City Recorder

  
Date

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



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2a

**Subject:**

Consider approval to award bid to Circle D. Enterprises/Empire Waste Services for portable toilets and dumpsters for the St. George Marathon.

**Item at-a-glance:**

Staff Contact: Todd Steed

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 E 200 N

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

This was a formal bid process in order to establish a contract to provide dumpsters and portable toilets for the St. George Marathon. Two companies submitted proposals. Staff recommends awarding the bid to Circle D. Enterprises/ Empire Waste.

**Staff Narrative (need/purpose):**

The St. George Marathon requires over 400 portable toilets for the event. Empire Waste has had the contract in the past. This is a five year contract to provide dumpsters and portable toilets. Empire Waste was the lowest bidder.

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:**

Cost for the agenda item: \$57,152

Amount approved in current FY budget for item: \$75,200

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

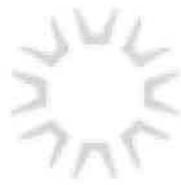
Approved

Description of funding source:

General Fund

**Recommendation (Include any conditions):**

Approval



**St. George**

THE BRIGHTER SIDE

## **CONTRACT DOCUMENTS**

**FOR  
Portable toilets & dumpsters for the St. George Marathon,**

**Inquiry No. 23-111  
Various Locations  
St. George, Utah**

**04/26/2023**

**Prepared By:  
Todd Steed**

**City of St. George  
Parks/Parks & community services  
St. George, Utah  
(435) 627-4581**

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### **TECHNICAL SPECIFICATIONS**

**PUBLIC NOTICE**  
**#23-111**

Sealed BIDS will be received for the construction of the Portable Toilets & Dumpsters for the St. George Marathon, located at: 175 E 200 N St. George, Utah 84770.

BIDS must be submitted in a sealed envelope prior to **2:00 pm on Monday June 2nd 2023** to:

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

Each sealed envelope containing a BID must be plainly marked on the outside **#23-111 and Portable Toilets & Dumpsters for the St. George Marathon.**

The BIDS shall be opened in an electronic meeting. Notice for the BID opening shall be sent to everyone on the Plan Holders List prior to the BID opening.

Technical questions regarding the bidding documents shall be directed to [todd.steed@sgcity.org](mailto:todd.steed@sgcity.org)

The BID includes the following: Services to be provided for all items listed on the bid schedule

To view the bidding documents: [CLICK HERE](#)

To be added to the Plan Holders List: [CLICK HERE](#)

If either of the links do not work, email [mary.wahl@sgcity.org](mailto:mary.wahl@sgcity.org).

As required by St. George City Code 1-10B-14 a signed certificate of legal work status for the BIDDER must accompany the BID.

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: ~~05/05/2023~~ to ~~06/02/2023~~



**PUBLIC NOTICE AFFIDAVIT**

I, Todd Steed, certify that on \_\_\_/\_\_\_/\_\_\_, the Public Notice for Formal Bid # 23-111 was posted in the following locations:

1. St. George Library

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2. City of St. George Parks department

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3. City of St. George Commons building

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4. St. George City Hall

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5. Washington County Administration building

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Employee Signature

## INFORMATION FOR BIDDERS

### BID OPENING:

1. The City of St. George, hereinafter called "CITY", shall receive BIDS for the following:  
Project: **Portable toilets & dumpsters for the St. George Marathon, Virgin river half Marathon and Snow Canyon half Marathon.**  
Project Address: **Various locations**  
Inquiry No.: **23-111**
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:  
**June 2nd, 2023 at 2:00 pm MST**
4. BIDS shall be opened in an electronic meeting. Notice for the BID opening shall be sent 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 and shall include all work called for by the plans and specifications and bidding documents. 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. BIDDERS must satisfy themselves of the accuracy of the estimated quantities, where given, by. 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. CITY has the right to reduce or remove items from the project.

9. 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.

**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 and obtain the performance BOND, the payment BOND, the Certificate of Legal Work Status for the BIDDER and all Subcontractors and the certificate of insurance 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 necessary Agreement and BOND forms. 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 acceptable performance BOND, payment BOND, insurance certificates and 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, 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, providing the performance and payment BONDS to City, and providing the insurance certificates to 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 construction of the project shall apply to the contract throughout.
10. Each BIDDER is responsible for inspecting the site and 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:

Mary Wahl  
Purchasing Manager  
City of St. George  
175 East 200 North  
St. George, Utah 84770  
(435) 627-4717  
[mary.wahl@sgcity.org](mailto:mary.wahl@sgcity.org)

**END OF SECTION**

**BID FORM**

**Project:** Project Name

**Inquiry No:** Inquiry Number

Proposal of Circle D. Enterprises / Empire Waste Services ("BIDDER"), organized and existing under the laws of the State of Utah doing business as a corporation, partnership, or an individual (circle applicable status), to the City of St. George ("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, BIDDER'S Instructions, Drawings, Specifications, and other documents related thereto, the undersigned, having familiarized themselves with the existing conditions on the site and the conditions under which the work on the Drawings and in the Specifications is to be done, hereby proposes to furnish all labor, materials, equipment, incidental items, permits, fees, and services to perform all specified work on the above named project.

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.

All Work shall be in strict accordance with the Contract Documents and documents issued thereto and shall be installed at the price/prices set forth in 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 drawings and 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:

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**BID SUMMARY**

BID Total: \$ \_\_\_\_\_

# BID SCHEDULE

**Project:** Portable toilets & dumpsters for the St. George Marathon

**Inquiry No.:** 23-111

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following at a per unit price. Quantities are subject to change, Bidder will make all quantities needed available at the same price per unit. The prices will remain the same for a five year term. Bidder will enter into a contract with City for a 5 year term with the right of the City to terminate the contract only if the City cancels the Marathon, Ceases to sponsor the Marathon or Bidder fails to perform its duties under the contract.

BIDDER will complete the work in accordance with the Contract Documents for the following unit 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.

Portable toilets and dumpsters will be delivered to various locations along the St. George Marathon route and will work closely with a City Project Manager to identify those locations. Information regarding the quantities at each location are listed at the end of this contract. These locations and total quantities may change from year to year at the sole discretion of the City. All portable toilets and dumpsters must be in new condition, clean, no graffiti and no damage.

NOTE: The project manager shall check all BIDS for mathematical errors. If errors have been made in the extension of the figures, the unit prices will be the binding amount and the total amounts will be revised to reflect the corrections.

## BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
1	Portable toilets	366	366	137.00	50,142.00
2	Portable toilets ADA	5	5	162.00	810.00
3	Roll off dumpsters	5	5	400.00	2,000.00
4	6 yard dumpsters	30	30	140.00	4,200.00
<b>TOTAL OF BID SCHEDULE</b>					<b>\$57,152.00</b>

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 2<sup>nd</sup> day of June 2023.

**Respectfully Submitted:**

Business Name: Circle D. Ent. | Empire Waste Services Seal (if BID is by Corporation)

Business Address: 1135 E 770 N, St George UT 84770

Representative Name: Skylar Dorius

Signature: 

Title: member

Date: 6-2-23

Attest Signature: 

Attest Name: Troy Dorius

**END OF SECTION**

**BIDDER'S GENERAL INFORMATION**

**Project:** Portable toilets & dumpsters for the St. George Marathon

**Inquiry No.:** 23-111

**Date:** 6-2-23

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:

Circle D. Ent. / Empire Waste Services  
1135 E 770 N St. George, UT 84770

(2) BIDDER'S Telephone Number / Facsimile Number:

435-628-0957

(3) BIDDER'S Email Address

Skyl27EWS@gmail.com

(4) Contractor's License Primary Classification:

• B100 • E100 • Other: N/A

State and License Number (ATTACH A COPY):

N/A

Supplemental classifications held, if any (ATTACH A COPY IF NOT INCLUDED IN ABOVE):

A City Business License from their Principal Place of Business in Utah (ATTACH A COPY):

Attached - #BL-00348550

(5) Work in Progress (WIP) limit\*: \$ N/A Current Status of WIP: \$ N/A

**NOTICE:**  
THIS LICENSE MUST BE POSTED  
IN A CONSPICUOUS PLACE

**CITY OF ST. GEORGE**  
175 E 200 N  
ST. GEORGE, UT 84770



**St. George**  
THE BRIGHTER SIDE

**BUSINESS LICENSE**

THIS CERTIFIES that the business or individual listed below is hereby granted a license to do business as stated at the specified business location for the dates indicated on this certificate.

**LICENSE NO.:** BL-00348550  
**DATE ISSUED:** 01/27/2023  
**EXPIRES:** 01/01/2024

**LICENSE YEAR:** 2023

**BUSINESS OWNER:** CIRCLE D ENT LI  
/EMPIRE WASTE  
**BUSINESS LOCATION:** 1135 E 770 N  
**TYPE OF BUSINESS:** WASTE SERVIC  
/PORTABLE RESTROO

**NAME:** CIRCLE D ENT LLC/EMPIRE WASTE

*Angie Jessop*

CITY LICENSE OFFICER

**THIS LICENSE IS NOT TRANSFERABLE BETWEEN OWNERS AND/OR LOCATIONS**



**RENTAL AGREEMENT**  
**WITH Empire Waste Services**

Project: Portable toilets & dumpsters for the St. George Marathon  
Inquiry No. 23-111

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of St. George, hereinafter called "CITY" and \_\_\_\_\_ doing business as a \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1.        CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS during the week before the annual St. George Marathon Which is held the first Saturday in October CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_.

- Public Notice
- Information for Bidders
- Bid Form
- Bid Schedule
- Bidder's General Information
- Bid Bond
- Agreement
- Payment Bond
- City of St. George Standard Specifications for Design and Construction
- ADDENDA:

No. \_\_\_\_\_, dated: \_\_\_\_\_.

No. \_\_\_\_\_, dated: \_\_\_\_\_.

No. \_\_\_\_\_, dated: \_\_\_\_\_.

2. CITY will pay CONTRACTOR in the manner and at such times as set forth in the CONTRACT DOCUMENTS.
3. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this Agreement on the date written above.

GEORGE CITY: CITY OF ST.

By: \_\_\_\_\_

Name: Michele Randall, Mayor

(SEAL)

:  
 Name Christina Fernandez  
 Title City Recorder

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Name

\_\_\_\_\_

(Please Type)

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_



**NOTICE OF AWARD**

To: \_\_\_\_\_

**Project:** Portable toilets & dumpsters for the St. George Marathon

**Inquiry No.:** 23-111

The CITY has considered the BID submitted by you for the above described project in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted in the amount of \$\_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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 \_\_\_\_\_



### REQUEST FOR INFORMATION (RFI)

R.F.I. NO.		Date:	
------------	--	-------	--

Project: Portable toilets & dumpsters for the St. George Marathon  
Inquiry No.: 23-111

To:	
Sender:	

REASON FOR REQUEST:	PROBABLE EFFECT:
<input type="checkbox"/> INSUFFICIENT INFORMATION	<input type="checkbox"/> INCREASE/DECREASE COST \$ ESTIMATE
<input type="checkbox"/> CONFLICT	<input type="checkbox"/> INCREASE/DECREASE TIME days ESTIMATE
<input type="checkbox"/> ALTERNATE PROPOSAL	<input type="checkbox"/> NO CHANGE
<input type="checkbox"/> OTHER	<input type="checkbox"/> UNKNOWN

DRAWING NO.		DETAIL NO.		SPEC. SECTION	
-------------	--	------------	--	---------------	--

INFORMATION NEEDED:

SUGGESTED RESOLUTION:
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--

REQUIRED RESPONSE DATE:		SUBMITTED BY:	
-------------------------	--	---------------	--

PROCEED WITH THESE INSTRUCTIONS:

RESPONSE DATE:		RESPONSE BY:		ATTACHMENTS:	
----------------	--	--------------	--	--------------	--



## CHANGE ORDER

Order No. \_\_\_\_\_  
Date. \_\_\_\_\_  
Agreement Date. \_\_\_\_\_

**Project:** Portable toilets & dumpsters for the St. George Marathon  
**Inquiry No.:** 23-111

**CITY:** City of St. George

**CONTRACTOR:** \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

ITEM #1 –

Justification:

ITEM #2 –

Justification:

### CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE	\$
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	\$
The CONTRACT PRICE due to this CHANGE ORDER will be _____ by	\$
The new CONTRACT PRICE including this CHANGE ORDER will be	\$

**CHANGE TO CONTRACT TIME:** The CONTRACT TIME will be (increased) / by \_\_\_\_\_ calendar days.

The date for completion of all WORK will be \_\_\_\_\_.

**APPROVALS:**

**CIVIL ENGINEER:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

STG Marathon Saturday Oct 8th 2023

St. George Marathon Potty and Dumpster locations					
	Location and description	Potties	ADA Potties	Roll Off	6 Yard
Mile	Description/information	Qty	QTY	Qty	Qty
0	*Starting line (contact: David 703-0938 )	170	2	1	0
1		3	0	0	0
2		3	0	0	0
3	Aid station B (260's)	3	0	0	2
4		3	0	0	0
5	Aid station C (200's)	8	0	0	2
6		2	0	0	0
7	Aid station D (veyo)	8	0	0	2
8		4	0	0	0
9	Aid station E (190's)	6	0	0	2
10		5	0	0	0
11	Aid Station F (370's)	6	0	0	2
12		4	0	0	0
13	Aid station G diamond valley (115's)	6	0	0	2
14		5	0	0	0
	*Half marathon start line 8500 N SR18	48	1	1	0
	Half marathon contact: Chris 703-0951				
15	Aid station H (490's)	5	0	0	2
Snow	Snow Canyon parking (None)	0	0	0	0
16		5	0	0	0
17	Aid station I (520's)	5	0	0	2

18		5	0	0	2
19	Aid stations J (375's)	5	0	0	2
20		3	0	0	0
21	Aid station K (305's)	4	0	0	2
22		6	0	0	2
23	Aid Station L (chuckawalla)	8	0	0	2
24	Aid station M	2	0	0	2
25	Aid station N	2	0	0	2
	300 South 200 East	2	0	0	0
26.2	Finish line/Recovery (contact:Rick 703-0704 )	16	2	1	0
	North end or worthen park by restrooms	10	0	1	0
	West side of Worthen Park on 300 East	0	0	1	0
	Sunbowl	4	0	0	0
***** **	<b>Total number of Rented Items</b>	<b>366</b>	<b>5</b>	<b>5</b>	<b>30</b>

**City Contacts for marathon dumpster and porta potty placement**

For starting line and route David Oxindine (435)703-0938

For Half Marathon starting Line contact Chris Brandt (435) 703-0951

For finish line Richard Hale (435)703-0704

**\*Additional Notes regarding rentals / Only Michell Graves or Jerald Munk can authorize quantities/changes.**

Starting Line(s) will need porta potties Monday morning October 2th 2022

All other deliveries will need to start no later than Wednesday October 4th 2022

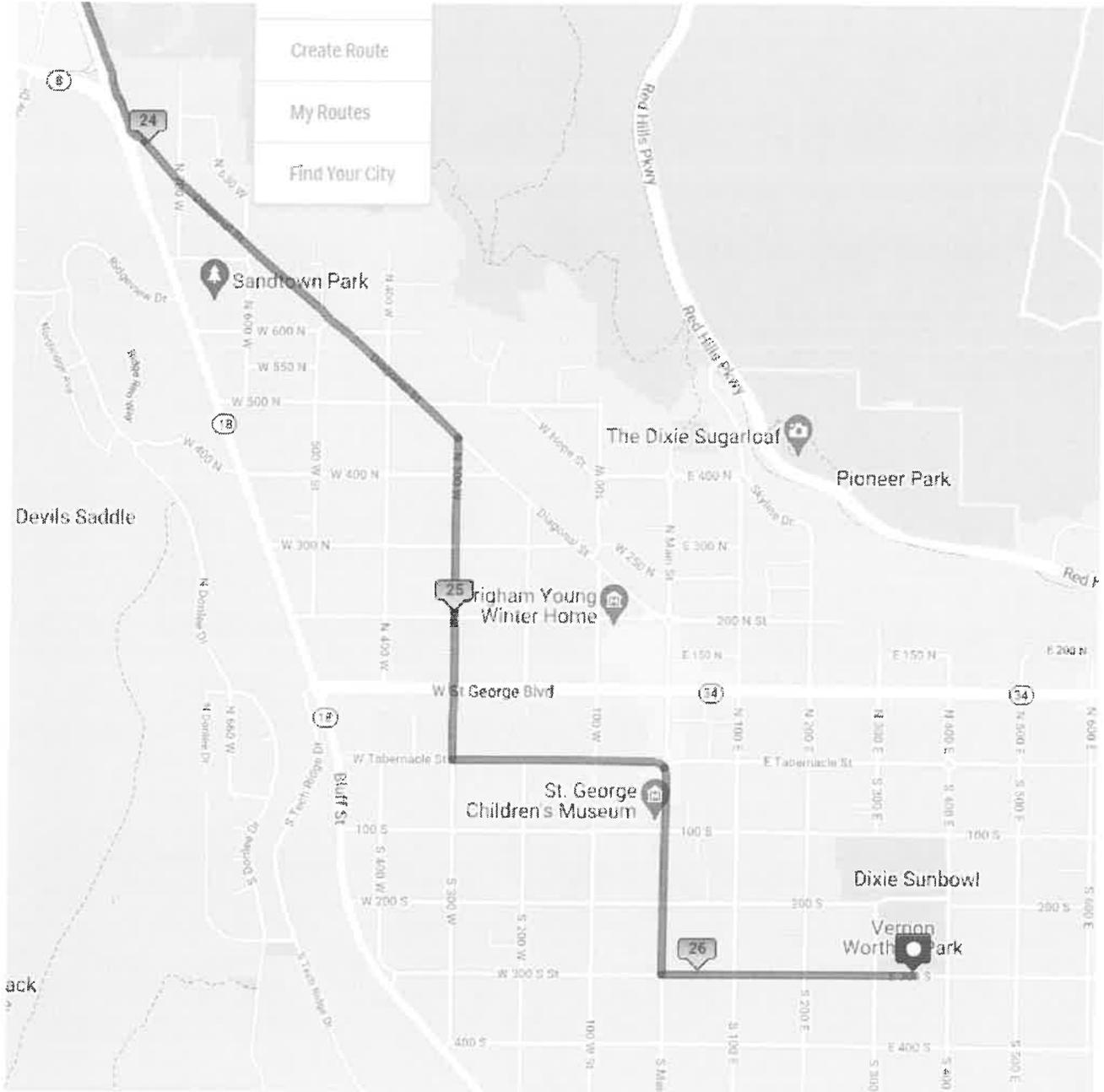
# Approximate course drop off locations



# Continued approximate drop off locations



# Continued approximate drop off locations



City of St. George

23-111 - PORTABLE TOILET & DUMPSTERS FOR ST GEORGE MARATHON

BID OPENING DATE: 06/02/2023

ITEM DESCRIPTION	VENDOR	VENDOR	VENDOR	VENDOR	VENDOR
	CIRCLE D ENTERPRISES / EMPIRE WASTE	TNT WASTE SERVICE			
PORTABLE TOILETS	\$50,142	\$45,750			
PORTABLE TOILETS ADA	\$810	\$875			
ROLL OFF DUMPSTERS	\$2,000	\$2,500			
6 YD DUMPSTERS	\$4,200	\$10,500			
<b>TOTAL BID</b>	<b>\$57,152.00</b>	<b>\$59,625.00</b>			



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2b

**Subject:**

Consider approval to purchase two fire engines/pumpers from Pierce Manufacturing/Siddons-Martin Emergency Group utilizing the Sourcewell National Purchasing Contract.

**Item at-a-glance:**

Staff Contact: Robert Stoker, Fire Chief  
Applicant Name: Robert Stoker, Fire Chief  
Reference Number: Pierce Bid 1102  
Address/Location:  
51 S 1000 E

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

Fire apparatus needed for new stations and replacement. We are requesting the approval of two matching pumpers utilizing our department's ongoing specifications. The apparatus manufacturing throughout the industry is seeing ongoing pricing increases along with longer manufacturing and delivery times. There are also upcoming new EPA standards that are being implemented over the next few years that have had an impact on the costs. As a department, we have changed the model of the cab and chassis along with the motor manufacturer to assist in staying within approved funding while keeping the standard configuration of our apparatus for safety and operations. Bids for both apparatus came in at \$1,211,992, which is over the approved amount of \$1,203,050 for each apparatus. The department is requesting a prepay option to also assist in lowering the costs for each apparatus. The first apparatus will be a full prepay this budget year which will lower the cost by \$154,415.61 for a total of \$1,057,576.39. The second apparatus will be funded by some capital funding along with funds from the Community Development Block Grant (CDBG) over a three year timeline which will still be considered prepay and will lower the cost by \$115,018.41 along with the addition of the Sourcewell contract fee for both units in the amount of \$2,000 brings the total for the second apparatus to \$1,098,973.59 for a total of \$2,156,549.98.

**Staff Narrative (need/purpose):**

Fire apparatus needed for new stations and replacement.

**Name of Legal Dept approver:** Tani Downing

**Budget Impact:**

Cost for the agenda item: \$2,156,549.98  
Amount approved in current FY budget for item: \$2,406,100  
If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:  
na  
Description of funding source:  
Capital and CDBG funds

**Recommendation (Include any conditions):**

Recommend Approval



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2C

**Subject:**

Consider approval to purchase Self Contained Breathing Apparatus (SCBA) and related equipment from LN Curtis utilizing National Purchasing contract/sole source.

**Item at-a-glance:**

Staff Contact: Robert Stoker, Fire Chief  
Applicant Name: Robert Stoker, Fire Chief  
Reference Number: LN Curtis Bid 270468  
Address/Location:  
51 S 1000 E

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

This purchase is part of the fire department's ongoing effort for replacement of Self-Contained Breathing Apparatus (SCBA) to replace older existing units on fire apparatus that have become obsolete along with the Honeywell SCBAs that have been discontinued.

**Staff Narrative (need/purpose):**

Replacement of older SCBAs currently in use on fire apparatus that are reaching an age that they are no longer serviceable, and replacement parts will no longer be available for them to repair. The department has been replacing the older 2216 psi 30-minute SCBAs with the new 4500 psi 45-minute SCBAs over the past several years. The department has replaced many 2216 psi SCBAs with the Honeywell brand. However, in February 2020, Honeywell ended their production of National Fire Protection Association (NFPA) certified SCBAs due to not meeting the new NFPA 1981, 2018 certification requirements. The fire department has forty-five (45) MSA SCBAs & batteries, and related equipment that would need to be purchased to replace all of the obsolete Honeywell packs at a total cost of \$541,369. However, we are requesting to purchase 11 SCBA packs with associated equipment in the FY 24 Budget. Each year after, we will request the same until all packs have been replaced or until we are not able to use the Honeywell packs. The department is also replacing six additional SCBAs used for our Hazardous Materials response which are approximately twenty-two years old, along with 8 escape smaller SCBAs used in our confined space response. The department researched the possibility of submitting a Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant (AFG) however, the SCBAs did not qualify under the grant guidelines

**Name of Legal Dept approver:** Tani Downing

**Budget Impact:**

Cost for the agenda item: \$204,382.06  
Amount approved in current FY budget for item: \$207,836  
If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:  
na  
Description of funding source:  
Capital Funds and fund balance

**Recommendation (Include any conditions):**

Recommend Approval



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2d

**Subject:**

Consider approval of a sole source purchase for a 138 kV breakers for the Green Valley Sub Ring Bus.

**Item at-a-glance:**

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

811 E Red Hills Pkwy

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

This request is for a sole source purchase from Siemens Energy as they are the only manufacturer of the equipment compatible with the existing system.

**Staff Narrative (need/purpose):**

These breakers are an upgrade of the system for the Green Valley ring bus. To work with the previously built 138kV line heading south.

**Name of Legal Dept approver:** Alicia Carlton

**Budget Impact:**

Cost for the agenda item: \$196,050

Amount approved in current FY budget for item: \$1,200,000

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

Does not exceed budgeted amount.

Description of funding source:

Does not exceed budgeted amount.

**Recommendation (Include any conditions):**

Staff recommends approval.

# CITY OF ST. GEORGE PURCHASE REQUISITION

175 East 200 North, St. George, UT 84770

REQUISITION DATE: 02/01/23

REQUESTING DEPARTMENT: ENERGY

REQUESTING DIVISION: SUBSTATION

PO REQUEST

REQUEST FOR PAYMENT (invoice attached)

<b>VENDOR NAME:</b> SIEMANS ENERGY INC IN CARE OF ELECTROTECH		<b>PROCUREMENT TYPE:</b>		
<b>VENDOR #</b> <small>(If this is a new vendor, please attach W-9)</small>		<input 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 type="checkbox"/> PROFESSIONAL SERVICE (PSA ATTACHED) <input type="checkbox"/> OTHER (MUST EXPLAIN): _____		
<b>VENDOR ADDRESS:</b> 444 HWY 49 SOUTH RICHLAND, MS 39218				
<b>SHIP TO LOCATION:</b> 695 E WATER WORKS DRIVE ST GEORGE				
<b>SPECIAL INSTRUCTIONS:</b>				
<b>CONTRACT REQUIREMENTS:</b>		<b>BUDGET INFORMATION (Only required for capital outlay items):</b>		
<input checked="" type="checkbox"/> This does NOT require a contract  <input type="checkbox"/> Contract drafted by City's Legal Department  <input type="checkbox"/> Contract drafted by Vendor; reviewed & approved by City's Legal Department		PROJECT TITLE OR LOCATION: <u>GREEN VALLEY RING BUS</u> IS THE TOTAL AMOUNT APPROVED IN THE BUDGET? <input type="checkbox"/> YES <input type="checkbox"/> NO BUDGETED AMOUNT: \$ _____ WILL THIS ITEM / SERVICE BE RECEIVED / COMPLETED BEFORE THE FISCAL YEAR END? <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>QUANTITY</b>	<b>DESCRIPTION OF ITEM OR SERVICE</b>	<b>ACCOUNT NUMBER</b>	<b>UNIT PRICE</b>	<b>ESTIMATED COST</b>
3	SPS2S-145-40-2000-3PST	5313-7476	62,350.00	\$ 187,050.00
	AS PER QUOTE # 23031WC-D-2			\$ 0.00
	2000/5 CURRENT TRANSFORMERS.			\$ 0.00
				\$ 0.00
				\$ 0.00
18	ADDED CURRENT TRANSFORMERS	5313-7476	500.00	\$ 9,000.00
	2000:5 MR 6 PER BREAKER			\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
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.		<b>SUBTOTAL</b>		\$ 196,050.00
		<b>FREIGHT / SHIPPING CHARGES</b>		0.00
		<b>OTHER CHARGES</b>		0.00
		<small>(must specify)</small>		0.00
		<b>TOTAL</b>		\$ 196,050.00
<b>VENDOR</b>	<b>QUOTE</b>			

**REQUESTED BY:**  
(printed name)

TOM BIRRELL

Date: 02/01/23

Signature: 

**AUTHORIZED SIGNER:**  
(printed name)

Refer to Authorized Signers List (up to \$25,000)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**DEPARTMENT HEAD:**  
(printed name)

Bryan Dial

Date: \_\_\_\_\_

Signature: 

**CITY MANAGER:**  
(printed name)

(required when any procurement policies are waived)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**LEGAL DEPARTMENT:**  
(printed name)

(required when any procurement policies are waived)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**PURCHASING:**  
(printed name)

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 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;
- (b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only directly from the manufacturer; or
- (c) An exclusive maintenance, service, or warranty agreement.

Utah Administrative Code R33-8-101a  
See Also St. George City Code 1-10-B-5

NAME: TOM BIRRELL DEPARTMENT: ENERGY SERVICE

DATE: 07/25/2002 Merchant: SIEMENS ENERGY INC.

Product Description: 138 KV BREAKERS

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

**MUST MATCH EXISTING EQUIPMENT. MAINTENANCE, SPARE PARTS, ENGINEERING OF PROJECT.**

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. Including a list of names and vendors contacted that may provide similar products and a summary of their response:

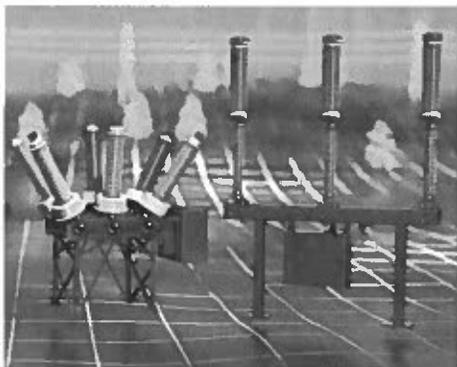
Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase: \_\_\_\_\_  
Department Head Signature

**SIEMENS**  
ENERGY

We  
**energize**  
society

# HV Circuit Breaker

## Proposal 23031WC-D-2



January 31, 2023

City of St. George

138kV Breaker

SF232040291

**Presented by:**  
Zachary Dallaire  
Applications Engineer HVCB  
(601) 421-9024  
Zachary.Dallaire@siemens-energy.com

Siemens Energy, Inc.  
444 Hwy 49 South  
Richland, MS 39218

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed Siemens Energy.

Dear Customer:

Siemens Energy, Inc. would like to sincerely thank you for the opportunity to provide a proposal to you from our Jackson, MS, USA facility. The SPS2 Gas Circuit Breaker and CPV2 Circuit Switcher product lines have proven to be a successful global product offering. Since the introduction of the SPS2/3AP family in 1997 we have shipped over 50,000 units from our Jackson-MS factory and over 150,000 units globally. Our portfolio of products produced in our facility includes:

SPS2(S) dead tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 4000 A, 50/63/80kA
- 245 kV, 1200 - 4000 A, 40/50/63/80/90 kA
- 362 kV, 1200 - 5000 A, 63/80 kA
- 550 kV, 2000 - 5000A, 63 kA

CPV2S/3AP2 live tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 245 kV, 1200 - 3000 A, 40 kA
- 362 kV, 1200 - 4000 A, 63 kA
- 550 kV, 1200 - 4000 A, 63 kA
- 800 kV, 1200 - 4000 A, 63 kA

- No TRV capacitors are required to achieve full kA rating for typical applications!
- Tested in accordance with C37.06.1 High rate of rise for TRV

The major components of these products are standardized across our complete product offering including dead tank breakers, circuit switchers (Siemens Energy switchers are live tank breakers) and GIS. The commonality of parts across all voltage ranges enables customers to reduce cost, minimize spare parts inventory and provides a common platform for product training. The SPS2 and CPV2 families use state of the art "self-extinguishing principal" interrupters in all ratings. The FA-2 spring-spring mechanism is used for 15.5 kV to 170 kV, 40 kA units; the FA-4/5 spring-spring mechanism is used for 121kV to 245kV-3 cycle, 63kA units; and the FA-5 spring-spring mechanism is used for 245kV-2 cycle, 362KV, and 550kV.

Siemens Energy prides itself in providing the highest quality breakers in the industry while maintaining flexibility to customize each unit to meet each customer's unique needs. Some examples of our premium design include: all roller or ball bearings, all sealed bearings, no lubrication needed in the field, no adjustments required in the field. Our breakers and circuit switchers have proven to be easier to put into service, require less maintenance and have a lower total ownership cost over their lifetime than our competition. **All Siemens Energy breakers have a 12-year inspection / 25-year maintenance cycle, minimizing your total cost of ownership! No adjustments or maintenance are required for life of the unit.**

Again, we thank you for the opportunity to provide this proposal and look forward to any feedback or questions which you may have while reviewing our proposal.

Sincerely,

Zachary Dallaire  
Applications Engineer  
HV Circuit Breaker

**This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.**

## Why A Siemens Energy Circuit Breaker / Switcher?

Siemens Energy Offering	Customer Value
Patented high-tech self-compression interrupter with FA operating mechanism	Reliability with Industry-leading mean time failure (MTBF) of 5,000+ years
Standardized platform concept for interrupter and drives	Less inventories of breaker or spares due to very short lead time for replacement parts from factory
Spring-Spring mechanism drive - No maintenance or lubrication required for the operational lifetime of product	Saving of approx. \$5-10K depending on rating for no maintenance or replacement of mechanism
63 kA fault duty breakers for all voltage classes 69 thru 550 kV – No external capacitance requirement for full 63 kA fault duty	Saving of approx. \$25-50K not installing external capacitors
Similar installation footprints of all 72.5, 145 and 245 kV; 63 kA gang and Independent Pole Operator (IPO) breakers	Saving of approx. \$10,000 for installation pad extension for future IPO breakers use
170/80kA gang breaker without any external capacitance for both SLF and TF exposure	Saving of approx. \$25-50K not installing external capacitors
Control cabinet orientation same as oil breaker	Can use same wireway when replacing oil breaker resulting is savings of approx. \$5K
All ratings C2, M2 and E2 mechanical and electrical endurance tested	Long life of 30+ years and 10,000 operations
SPS2 550 kV dead tank breaker with double break interruption design	Customers can accommodate higher X/R up to 35 (IEEE standard is 17) especially close to generation locations
SPS2 362 kV dead tank breaker with common frame	Saving of approx. 50% cost of foundation and approx. 50% of installation labor cost (total value for customer is up to \$25 – 40K)
Circuit Switcher (CPV2S) up to 245 kV are tested with more stringent breaker standard and subjected to breaker production tests including power frequency test on each circuit switcher	Provide extra reliability to customers with reclosing capability within 3 cycle

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

# Proposal

Siemens Energy, Inc. agrees to sell to Purchaser and Purchaser agrees to purchase from Company the goods described below. All pricing is in USD.

		Qty	Product	Price	Ext Total
Item 1	Gas Circuit Breaker (DT)	3	SPS2S-145-40-2000-3PST	\$62,350.00	\$ 187,050.00

Description:

- 138kV nominal voltage
- 40kA maximum symmetrical interrupting capability
- 3000A maximum continuous current
- Capable of -30°C operation without tank heaters
- 131 inch creep porcelain bushings rated 650kV BIL @ 3300 feet ASL
- 3-cycle, 60Hz, spring-spring operated
- Gang Operation, Frame mounted outdoor Circuit Breaker
- Bushing Current Transformers (total 12 BCT's):
  - Bushings 1-3-5: (6) 3000:5 MR C800 relay accuracy, RF 2.0
  - Bushings 2-4-6: (6) 3000:5 MR C800 relay accuracy, RF 2.0

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

Below mentioned optional parts / services can also be purchased with circuit breaker, please indicate as separate line item in purchase order:

**Item A: Spare Parts for Circuit Breaker**

Qty.	DESCRIPTION	NET UNIT PRICE
1	Y-Relay	\$650.00
1	Close Coil	\$550.00
1	Trip Coil	\$550.00
1	Charging Motor	\$1,200.00
1	Porcelain Bushing (145kV)	\$1,950.00

**NOTE: Above spare parts prices are only valid with the purchase of the Circuit Breaker requested.**

**Item B: Factory Acceptance Testing (Not included in breaker price)**

Should the customer request witness testing, Siemens Energy can accommodate the witness testing by customer only on one of each rating of the purchased breakers for one day. Price for witness testing is \$5,500 per day. Siemens Energy is not responsible for the travel or other expenses. Please provide this request in the PO and Siemens will provide the tentative schedule for the test.

**Item C: Technical Field Assistance (Not included in breaker price)**

Siemens Energy Field Service can also support to assist with the breaker installation and or commissioning services at site, below is the contact for Service requirements/offers:

Shannon Thortis  
Siemens Energy Inc.  
Transmission Services  
Cell: 601-940-7112  
[Shannon.thortis@siemens-energy.com](mailto:Shannon.thortis@siemens-energy.com)

Bryson Berlin  
Siemens Energy, Inc.  
Transmission Services  
Cell: 832-226-1022  
[bryson.berlin@siemens-energy.com](mailto:bryson.berlin@siemens-energy.com)

---

**No sales or users tax is included in our prices.**

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

## Clarifications/Exceptions

**Siemens Energy circuit breakers are designed and tested according to applicable sections of ANSI/IEEE C37 standard and are not guaranteed to conform to other standards included by reference only.**

All Siemens Energy breaker products are type tested or certified according to ANSI/IEEE applicable standards except CPV2 170 & 245 kV / SPS2S-170-40-3000 breakers are not tested to IEEE 693 High Seismic Qualifications

Below are Siemens Energy, Inc. comments and clarifications/exceptions

**Note:-**

Due to global supply chain issues and subject to material/parts availability at time of manufacturing, Siemens Energy can use substitute parts/components per below table with intention to deliver the order/breaker on time. All substitute parts/components will be fit, form and functionally compliant with original proposed part. In case of drawing change requirement, SE will provide revised drawing(s) with breaker and sending to customer contact person.

Generic Component / part Name	Detail / Functional purpose	Substitute options subject to availability of parts/components			
Bushing Current Transformers (CTs)	Metering and relay CTs	Meramec	Ameran	Narayan	
Terminal Blocks-1	power terminal	Marathon	Phoenix	GE	States
Terminal Blocks -2	CT testing	Marathon	Phoenix	GE	States
Terminal Blocks-3	Control	Marathon	Phoenix	GE	States
SEL Relays / Breaker monitoring devices	all types / customer specific	No other option available, need to short-ship if breaker is required on scheduled delivery date			
Relays-1	for controls	Square D	Siemens	ABB	
Relays-2	for timing	Agastat	Signaline		

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2e

**Subject:**

Consider approval of a contract with Specialty Applicators, LLC for seal coat for various streets within the City of St. George.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

This is a sole source contract. This product (GSB-Friction Seal) will be used on Indian Hills Drive, 1000 East, and Tuweap Drive. The product has been used for the past few years selectively on other City streets with excellent results.

**Staff Narrative (need/purpose):**

This product is used for its UV protection, waterproofing, and friction properties for safety. The product also sets quickly for limited disruption to traffic.

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:**

Cost for the agenda item: \$174,685

Amount approved in current FY budget for item: \$174,685

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 for pavement management

**Recommendation (Include any conditions):**

Approval



# **CONTRACT DOCUMENTS**

**FOR**

**GSB88 Friction Seal FY24  
St. George, Utah**

**AUGUST 2023**

**Prepared By:**

**City of St. George  
Public Works/Engineering  
St. George, Utah  
(435) 627-4050**

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## **INFORMATION FOR CONTRACTOR**

1. PROPOSAL shall be based on the UNIT PRICES and shall include all work called for by the plans and specifications and the documents. 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. CONTRACTOR must satisfy themselves of the accuracy of the estimated quantities, where given, by examination of the site and a review of the drawings and specifications including ADDENDA. After PROPOSAL has been submitted, the CONTRACTOR 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 shall be submitted to cover all additions and deductions in the scope of the WORK. CITY has the right to reduce or remove items from the project.
2. The CONSTRUCTION SCHEDULE is very important to the CITY. The proposal shall include a construction schedule prepared using spreadsheet or scheduling software, showing all main work categories.
3. It is the CITY'S intention to commence construction no later than **September 5, 2023** and to complete the project no later than **June 30, 2024**. CONTRACTOR must be able to commit to these dates if submitting a PROPOSAL.
4. The CITY shall provide to CONTRACTOR prior to PROPOSAL, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

### **CONTRACT DOCUMENTS INCLUDING BONDS:**

1. The CONTRACT DOCUMENTS contain the provisions required for the construction of 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.
2. A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the CITY, will be required for the faithful performance of the contract.
3. Attorneys-in-fact who sign payment BONDS or performance BONDS must file with each BOND a certified copy of their power of attorney with the effective date.

### **AWARDING CONTRACT:**

1. The CITY may waive any informalities or minor defects or reject any and all PROPOSALS.
2. The CITY may make such investigations as it deems necessary to determine the ability of the CONTRACTOR to perform the WORK, and the CONTRACTOR 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 PROPOSAL if the evidence submitted by, or investigation of, such CONTRACTOR fails to satisfy

the CITY that such CONTRACTOR 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 CONTRACTOR, by evidence of the submission of the PROPOSAL, acknowledges that CONTRACTOR and CONTRACTOR'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, CONTRACTOR agrees to withdraw CONTRACTOR'S PROPOSAL and to allow the CITY to award the CONTRACT to another contractor. CONTRACTOR must have the proper contractor's license for this type of project prior to bidding on the project. It is solely CONTRACTOR'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 CONTRACTOR as determined by the City using the criteria contained in City ordinances governing the award of contracts. The PROPOSAL shall be awarded on the condition that the CONTRACTOR 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 CONTRACTOR in addition to other legal remedies.
5. The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND, the payment BOND, the Certificate of Legal Work Status for the CONTRACTOR and all Subcontractors and the certificate of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the CONTRACTOR. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. The bid shall be awarded on the condition that the CONTRACTOR 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 CONTRACTOR in addition to other legal remedies.
6. In case of failure of the CONTRACTOR 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 CONTRACTOR in default, in which case the BID BOND accompanying the proposal shall become the property of the CITY.
7. Upon receipt of acceptable performance BOND, payment BOND, insurance certificates and 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, the CONTRACTOR may by WRITTEN NOTICE withdraw the CONTRACTOR'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, providing the performance and payment BONDS to City, and providing the insurance certificates to 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 construction of the project shall apply to the contract throughout.
10. Each CONTRACTOR is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. Failure or omission of any CONTRACTOR to do any of the foregoing shall in no way relieve any CONTRACTOR from any obligation in respect to his PROPOSAL.
11. Questions concerning information in the PROPOSAL package should be directed to:

Mary Wahl  
Purchasing Manager  
City of St. George  
175 East 200 North  
St. George, Utah 84770  
(435) 627-4717  
[cortney.mcrae@sgcity.org](mailto:cortney.mcrae@sgcity.org)

**END OF SECTION**

# PROPOSAL FORM

**Project:** GSB88 Friction Seal FY24

Proposal of Specialty Applicators, LLC ("CONTRACTOR"), organized and existing under the laws of the State of Utah doing business as a **corporation**, partnership, or an individual (circle applicable status), to the City of St. George ("CITY"). Pursuant to and in compliance with the Public Notice, CONTRACTOR hereby proposes to perform all Work for the above named Project in strict accordance with the Contract Documents, CONTRACTOR'S Instructions, Drawings, Specifications, and other documents related thereto, the undersigned, having familiarized themselves with the existing conditions on the site and the conditions under which the work on the Drawings and in the Specifications is to be done, hereby proposes to furnish all labor, materials, equipment, incidental items, permits, fees, and services to perform all specified work on the above named project.

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

All Work shall be in strict accordance with the Contract Documents and documents issued thereto, and shall be installed at the price/prices set forth in the Contract Documents. CONTRACTOR 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 drawings and specifications, and acceptable fulfillment of the Contract by the CONTRACTOR shall be made by CITY.

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

## CONTRACT TIME AND LIQUIDATED DAMAGES

The WORK is to be performed within the specified construction period, which has been specified as Commencing **September 5, 2023** and ending **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 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 as listed in 'a.' above. Additional information on LIQUIDATED DAMAGES is provided in the GENERAL CONDITIONS.

CONTRACTOR acknowledges receipt of the following ADDENDUM:

_____ Addendum No. _____	Dated _____
_____ Addendum No. _____	Dated _____
_____ Addendum No. _____	Dated _____

**PROPOSAL SUMMARY**

PROPOSAL Total:        \$174,685.68

## **PROPOSAL SCHEDULE**

**Project:** GSB88 Friction Seal FY24

**Inquiry No.:** N/A

CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices. If an alternate is asked for, the CONTRACTOR may elect to bid either or both PROPOSAL schedules, however only one schedule will be awarded.

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

NOTE: The Engineer shall check all PROPOSALS for mathematical errors. If errors have been made in the extension of the figures, the unit prices will be the binding amount and the total amounts will be revised to reflect the corrections.

**SPECIALTY APPLICATORS, LLC**

1812 W. Sunset Blvd #1-538

St. George, UT 84770

[www.specialtyapplicators.com](http://www.specialtyapplicators.com)

Phone: (435) 705-1706



<b>Customer:</b> St George City	<b>ESTIMATE #</b> 23-7093
<b>Address:</b> 175 East 200 North St George, UT 84770	<b>Date Submitted:</b> 6/8/2023
<b>Phone:</b>	
<b>Requested By:</b> Dave Terry	UT License # 11674205-5501

<b>Project Number:</b>		<b>Estimate By:</b> Bodin Breinholt
<b>Project Name:</b> 2023 GSB-88-H; Tuweap Dr., Indian Hills Paint Spill & South End (CIP)		435-705-1706
<b>Project Location:</b> St George, UT		<a href="mailto:bodin@specialtyapplicators.com">bodin@specialtyapplicators.com</a>
<b>DBW:</b> N/A		

Item #	Item Description	Quantity	UoM	Unit Price	Total
1	Mobilization	1.00	Lump Sum	\$625.00	\$625.00
2	GSB-88-H Application: Indian Hills: South End (1/2 of 22 project to Auto Mall)	1,330.00	SY	\$3.52	\$4,681.60
3	Traffic Control: UT Barricade (See Provided Estimate)	1.00	Lump Sum	\$2,420.01	\$2,420.01
4	Mobilization	1.00	Lump Sum	\$625.00	\$625.00
5	GSB-88-H Application: Indian Hills: North End (Paint Spill Repair)	1.00	Lump Sum	\$4,500.00	\$4,500.00
6	Traffic Control: UT Barricade (See Provided Estimate)	1.00	Lump Sum	\$2,357.58	\$2,357.58
7	Paint Spill Removal: Straight Stripe Painting (See Provided Estimate)	1.00	Lump Sum	\$6,150.00	\$6,150.00
7	Mobilization	1.00	Lump Sum	\$625.00	\$625.00
8	GSB-88-H Application: Tuweap Drive	43,509.00	SY	\$3.37	\$146,625.33
9	Traffic Control: UT Barricade (See Provided Estimate)	1.00	Lump Sum	\$6,076.16	\$6,076.16

\*The prices quoted in this document are valid for 30 Days from the above date and are based upon Specialty Applicators LLC's costs of materials. In the event that such costs increase substantially, the prices quoted will increase proportionally upon notice to the customer.

\*\*St George City to Sweep Work Area 24-48 Hours prior to application.

\*\*\*Price includes: Traffic Control, Tabbing of Paint Marking Locations, Masking & Preservation of Manhole/Monuments & Utilities.

<b>Invoice Subtotal</b>	\$174,685.68
<b>Total</b>	\$174,685.68

Any amount submitted by Specialty Applicators shall be due 30 days after the date of each invoice. Any amount not paid within the 30 day period will accrue interest at a rate of 1.5% per month, further in event of collection activities become necessary, Specialty Applicators shall be entitled to recover all its costs incurred in the collection of the amounts due and owed, including but not limited to attorney's fees and court costs.

CONTRACTOR certifies that CONTRACTOR has read the Request for PROPOSALS and fully understands its intent. CONTRACTOR certifies that CONTRACTOR has adequate personnel and resources to fulfill the proposal requirements. CONTRACTOR further understands that CONTRACTOR'S ability to meet the criteria and provide the required services shall be judged solely by the City. CONTRACTOR further certifies that, since the receipt of the Request for PROPOSALS, 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 PROPOSALS. CONTRACTOR understands that any such contact could disqualify this proposal. CONTRACTOR further certifies that CONTRACTOR is properly licensed to conduct business within the scope of this PROPOSAL as required by the State of Utah. CONTRACTOR certifies that all schedules and addenda contained herein shall be considered part of the entire Request for PROPOSALS 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 28<sup>th</sup> day of July 2023

**Respectfully Submitted:**

Business Name: Specialty Applicators LLC Seal (if PROPOSAL is by Corporation)

Business Address: 1812 W. Sunset Blvd. # 1-538 St. George, UT 84780

Representative Name: Bodin B. Breinholt

Signature: [Handwritten Signature]

Title: General Manager

Date: 7/28/23

Attest Signature: [Handwritten Signature]

Attest Name: Alison Walters



**END OF SECTION**



**NOTICE OF AWARD**

To: Specialty Applicators, LLC

**Project:** GSB88 Friction Seal 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 \$ 174,685.68 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 Date:** 08/17/2023

**Agenda Item Number:** 2f

**Subject:**

Consider approval of the grant offer for AIP #3-49-0060-045-2023 to reconstruct and expand the terminal apron at the St. George Regional Airport.

**Item at-a-glance:**

Staff Contact: Rich Stehmeier

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

4508 S Airport Parkway #1

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

The grant for Reconstruction and Expansion of Terminal Apron was applied for on March 6, 2023 and amended on August 9, 2023 to increase the amount from \$13,453,000 to \$15,960,275 due to increased construction costs. The final grant agreement/document will be received from the FAA at the end of August 2023 and the grant agreement must to be approved, signed, and returned to the FAA no later than September 14, 2023 in order to secure the airport grant.

**Staff Narrative (need/purpose):**

This grant is for the Reconstruction and Expansion of the Terminal Apron. This project will double the size of the terminal apron and will remove and replace the current apron. The current apron needs to be replaced due to heaving and cracking caused by blue clay. In addition to repairing the existing apron, the reconstruction and expansion will have additional economic benefits including parking availability for more and larger aircraft making the airport more attractive to prospective partner airlines.

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:**

Cost for the agenda item: \$15,960,375

Amount approved in current FY budget for item: \$12,300,000

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

This is approved for \$12,300,000 in the FY24 budget. However, \$15,960,375 will be the final approved amount. See attached Letter from FAA - AIP-45 - Grant Offer Increase and revised grant application.

Description of funding source:

This project will be 90.85% by this grant. 9.15% will be paid by PFC funds.

**Recommendation (Include any conditions):**

Staff recommends immediate approval of this draft grant agreement contingent on final legal approval once the official document is received. The official grant offer needs to be signed and returned to the FAA NO LATER than September 14, 2023 or the grant opportunity will be lost.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado,Utah,Wyoming

Denver Airports District  
Office:  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Honorable Michele Randall  
City of St. George, Utah  
175 East 200 North  
St. George, Utah 84770

Dear Mayor Randal:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0060-045-2023 at St George Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Eric Trinklein, (303) 342-1265, [eric.trinklein@faa.gov](mailto:eric.trinklein@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,





U.S. Department of Transportation  
Federal Aviation Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM**

**FY 2023 Airport Improvement Program (AIP)**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date

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Airport/Planning Area St George Regional Airport

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FY2023 AIP Grant Number 3-49-0060-045-2023 [Contract No. xxx]

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Unique Entity Identifier SM4JSVJ7VXX5

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

---

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated March 6, 2023 as amended August xxx, 2023, for a grant of Federal funds for a project at or associated with the St George Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the St George Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Terminal Apron, Expand Terminal Apron (Construction)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.85 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

### CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$xxxx.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ xxxx airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
- a. Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to

expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 14, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to

this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
 

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

- e. *Definitions.* For purposes of this Grant Condition:
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 23, 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;

- ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

## SPECIAL CONDITIONS

28. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
29. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
30. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
31. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
32. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
33. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major rehabilitation.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - i. Inspection date;
      - ii. Location;
      - iii. Distress types; and
      - iv. Maintenance scheduled or performed.
    4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
34. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

[Redacted signature area]

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

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

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

[Redacted signature line]

\_\_\_\_\_

CITY MANAGER

[Redacted signature line]

Signature

[Redacted signature line]

Printed Name

[Redacted signature line]

Attest:

[Redacted signature line]

[Redacted signature line]

[Redacted signature line]

\_\_\_\_\_

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, **{{N es :signer4: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The City of St George, Utah, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport

purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of March 6, 2023.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

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## SGU-045 Draft Grant Offer for Review

1 message

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**Trinklein, Eric (FAA)** <Eric.Trinklein@faa.gov>

Fri, Jul 28, 2023 at 11:25 AM

To: Richard Stehmeier <rich.stehmeier@sgcity.org>

Cc: "McDaniel, Kirt" <Kirt.McDaniel@woolpert.com>, "Bennion, Sherilyn" <Sherilyn.Bennion@woolpert.com>

Hello Rich

Here is the draft grant offer for your use. Please note that it will probably be early September before this grant offer can be sent out for signature, but we will need it to be fully executed (mayor, attest, and attorney) no later than September 14, so hopefully they can all be available at that time (or approved acting signer).

Note that the grant has not been announced yet, however we are expecting the grant offer to be for \$13,203,352 (and potentially for another \$250,000 if we get it). Please work with Jviation and provide a revised grant application (SF424) signed/dated for the full amount of the project (fed share \$14.5M: 90.85%)

Reach out with any questions.

Thank you for making this all work!

Sincerely,

**Eric Trinklein, PE**

Civil Engineer  
Federal Aviation Administration

Denver Airports District Office

[26805 East 68th Avenue, Suite 224](#)  
Denver, Colorado 80249

Phone: 303.342.1265



**DRAFT - FY\_2023\_AIP\_Grant\_Agreement\_with\_Transmittal\_3-49-0060-045-2023.pdf**

378K

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text"/>	4. Applicant Identifier: SGU-St George Regional Airport
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5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: A.I.P. 3-49-0060-045-2023
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**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
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**8. APPLICANT INFORMATION:**

\* a. Legal Name: City of St. George

* b. Employer/Taxpayer Identification Number (EIN/TIN): 87-6000275	* c. UEI: SM4JSVJ7VXX5
---	---------------------------

**d. Address:**

\* Street1: 175 East 200 North  
Street2:   
\* City: St. George  
County/Parish: Utah  
\* State:  UT: Utah  
Province:   
\* Country:  USA: UNITED STATES  
\* Zip / Postal Code: 84770/3795

**e. Organizational Unit:**

Department Name: St. George Regional Airport	Division Name: <input type="text"/>
---	--

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. \* First Name: Richard  
Middle Name:   
\* Last Name: Stehmeier  
Suffix:

Title: Airport Manager, St. George Regional Airport

Organizational Affiliation:  
City of St. George

\* Telephone Number: (435) 627-4085 Fax Number: (435) 627-4089

\* Email: rich.stehmeier@sgcity.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration - Denver ADO

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

FAA-ARP-AIP-G-23-002

\* Title:

FY 2023 Competitive Funding Opportunity: Airport Improvement Program Discretionary Grants

**13. Competition Identification Number:**

Not Applicable

Title:

Not Applicable

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

City of St. George, Washington County, Utah

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Reconstruct and Expand Terminal Apron - Phase II Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="14,500,000.00"/>
* b. Applicant	<input type="text" value="1,460,375.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="15,960,375.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:

Fax Number:

\* Email:

\* Signature of Authorized Representative:

*Michele Randall*  
Michele Randall (Aug 9, 2023 15:32 MDT)

\* Date Signed:

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <input checked="" type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Appropriate action has been taken to restrict the use of land to uses that are compatible with normal airport operations.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The City is not in default on any obligation to the United States government.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

No facts or circumstances exist that might make it impossible for the Sponsor to complete the project.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with plans of local public agencies.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration to the interest of communities in or near where the project will be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Consultation has occurred with airport users and affected parties using the airport which project is proposed.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Item 7 is Not Applicable. Project does not require an opportunity for a public hearing.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Item 8 is Not Applicable.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights for any aeronautical activity at any airport owned or controlled by the Sponsor.

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor owns all of the property associated with this project. Exhibit "A" has been previously submitted and is on file at the Federal Aviation Administration, Denver ADO.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Item 10b is Not Applicable to this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Item 10c is Not Applicable to this project.

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 65,285
2. Preliminary expense			0
3. Land, structures, right-of-way			0
4. Architectural engineering basic fees			0
5. Other Architectural engineering fees			0
6. Project inspection fees			1,217,888
7. Land development			0
8. Relocation Expenses			0
9. Relocation payments to Individuals and Businesses			0
10. Demolition and removal			0
11. Construction and project improvement			14,677,202
12. Equipment			0
13. Miscellaneous			0
<b>14. Subtotal</b> (Lines 1 through 13)			<b>\$ 15,960,375</b>
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			15,960,375
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			0
<b>18. Subtotal</b> (Lines 16 through 17)			<b>\$ 15,960,375</b>
19. Federal Share requested of Line 18			14,500,000
20. Grantee share			1,460,375
21. Other shares			0
<b>22. TOTAL PROJECT</b> (Lines 19, 20 & 21)			<b>\$ 15,960,375</b>

<b>SECTION C – EXCLUSIONS</b>	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	<b>\$ 0</b>

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	1,460,375
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	0
h. <b>TOTAL - Grantee share</b>	<b>\$ 1,460,375</b>
25. Other Shares	Amount
a. State	0
b. Other	0
c. <b>TOTAL - Other Shares</b>	<b>\$ 0</b>
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 1,460,375</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
<ol style="list-style-type: none"> <li>1. Standard DOT Title VI Assurances</li> <li>2. Certification for Contracts, Grants, Loans, and Cooperative Agreements</li> <li>3. Title VI Pre-Award Sponsor Checklist</li> <li>4. Sponsor Certifications</li> <li>5. Current FAA Advisory Circulars</li> <li>6. Airport Sponsor Assurances</li> <li>7. Exhibit "A"</li> </ol> <p>The following item(s) are incorporated by reference:</p> <ol style="list-style-type: none"> <li>1. Plans and Specifications</li> </ol>

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** Reconstruct and Expand Terminal Apron – Phase II Construction

**AIRPORT:** St. George Regional Airport (SGU)

**1. Objective:**

(See Attached for Objective)

**2. Benefits Anticipated:**

The apron pavement reconstruction is essential to maintain adequate aircraft load-carrying capacity, ride quality necessary for the safe operation of aircraft and to minimize the potential for FOD. The reconstruction of the terminal apron pavement will provide a restoration of the pavement's functionality, mitigate subsurface issues and provide a useful life. This proposed apron expansion will accommodate the described 10-year traffic growth and will provide area for future growth.

**3. Approach:** (See approved Scope of Work in Final Application)

This is Phase II (construction) of the terminal apron reconstruction and expansion airport improvement program. The current project funding program includes 2 phases - Phase I (design) and Phase II (construction) as described above. Phase I was completed when the project was advertised and bids opened April 12, 2023. A bid review/analysis and accompanying recommendation of award to the low-qualified bidder (Whitaker Construction Company) for Schedules I-III was completed and submitted to SGU and the FAA April 20, 2023. When the AIP grant agreement is administered, Phase II will begin and construction completion is scheduled for early 2024. All project activities will occur on previously disturbed ground.

Upon FAA and SGU review and acceptance of the project closeout documents, it is anticipated Phase II will be completed and closed in 2024. Aviation, a Woolpert Company, completed Phase I and continues to serve as SGU's consultant in assisting with Phase II of this airport development project.

**4. Geographic Location:**

St. George City and Washington County; specifically, the St. George Regional Airport. The geographical reference point for the airport is N 37d 02m 10.96s, W 113d 30m 30.09s.

**5. If Applicable, Provide Additional Information:**

Not Applicable.

**6. Sponsor's Representative:** (include address & telephone number)

Rich Stehmeier, Airport Manager; St. George Regional Airport; 4550 South Airport Parkway, St. George, UT 84770;  
Office: (435) 627-4085

## **1. Objective of the Project:**

The existing terminal apron concrete/asphalt pavement was constructed in 2010 and is failing due to moisture induced swell of the subsurface expansive clays. The 2015 UDOT pavement management evaluation rated the terminal apron PCI = 95. This PCI is not representative of the current apron pavement condition as the existing concrete panel distresses include joint seal damage, slab distortion (heaving/settlement) and longitudinal/transverse/diagonal cracking. These distresses usually take place over a period of years. However, the subsurface expansive clays have accelerated this deterioration. Commercial airline traffic at SGU has grown the last 10-years. The objective of this project is two-fold: 1) reconstruct the existing terminal aircraft-parking apron concrete and asphalt pavements (400' x 440' (19,600± SY)) to correct deterioration caused by subsurface expansive clays; and 2) expand the existing terminal aircraft parking apron north (300' x 400' (13,500± SY)) and south (80' x 300' (2,670± SY)) to accommodate existing and future demand.

Phase I (design)(AIP-043) included the development/preparation of the project plans, contract documents, technical specifications, CSPP and design report. Phase II (construction)(AIP-045) will include the construction and construction management costs.

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### \* APPLICANT'S ORGANIZATION

City of St. George

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mrs.

\* First Name: Michele

Middle Name:

\* Last Name: Randall

Suffix:

\* Title: Mayor

#### \* SIGNATURE:

*Michele Randall*

Michele Randall (Aug 9, 2023 15:32 MDT)

\* DATE: Aug 9, 2023

**ST. GEORGE REGIONAL AIRPORT**

ST. GEORGE, UTAH

AIP PROJECT NUMBER: 3-49-0060-045-2023

**INQUIRY #23-116**

**BID OPENING**

DATE: TUESDAY, APRIL 18, 2023

TIME: 2:00 P.M. (LOCAL TIME)

Schedule I (Federal) - Reconstruct Terminal Apron  
 Schedule II (Federal) - Expand Terminal Apron - North  
 Schedule III (Federal) - Expand Terminal Apron - South  
 Schedule IV (Non-Federal) - Reconstruct Terminal Apron

BID SUMMARY ITEM	Engineer's Estimate	Whitaker Construction	Ralph Wadsworth Construction Co, LLC	
Bid Form (Division 2-1)	✓	✓	✓	
Received Addendums (Division 2-2)	✓	✓	✓	
Bid Proposal-Sch's I, II, III, IV (Division 2-3 thru 2-21)	✓	✓	✓	
Bidder's General Information (Division 2-23 thru 2-24)	✓	✓	✓	
Major Subcontractor's Listing (Division 2-25 thru 2-28)	✓	✓	✓	
Bid Bond (Division 2-29 thru 2-30)	✓	✓	✓	
Subcontractor/Material Supplier List (Division 2-31)	✓	✓	✓	
EEO Report Statement (Division 2-33)	✓	✓	✓	
Buy American Certification (Division 2-35 thru 2-38)	✓	✓	Not Checked, but Signed	
Buy American Waiver Request (if applic) (Div 2-39 to 2-44)	✓	N/A	N/A	
Buy American Conformance Listing (if app.) (Div 2-45)	✓	✓	✓	
Cert. of Offeror/Bidder re: Tax Delinquency (Div 2-47)	✓	✓	No Checkmark(s)	
Contractor's Statement of Qualifications (Div 2-49)	✓	✓	✓	
Certification of Legal Work Status (Division 3-9)	✓	✓	Not Submitted	
Schedule I (Federal) Bid Proposal	\$ 6,862,500.00	\$ 6,929,491.00	\$ 7,968,832.96	
Schedule II (Federal) Bid Proposal	\$ 5,808,700.00	\$ 5,951,200.50	\$ 6,689,864.15	
Schedule III (Federal) Bid Proposal	\$ 1,911,100.00	\$ 1,796,511.00	\$ 2,087,719.77	
Schedule IV (Non-Federal) Bid Proposal	\$ 147,000.00	\$ 274,585.00	\$ 329,192.49	
<b>TOTAL COST - SCHEDULES I, II, III &amp; IV:</b>	<b>\$ 14,729,300.00</b>	<b>\$ 14,951,787.50</b>	<b>\$ 17,075,609.37</b>	

\* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

BID TABULATION - SCHEDULE I

SCHEDULE I (FEDERAL)			Engineer's Estimate		Whitaker Construction		Ralph Wadsworth Construction Co. LLC		
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 623,900.00	\$ 623,900.00	\$ 510,500.00	\$ 510,500.00	\$ 750,000.00	\$ 750,000.00
C-100a	Contractor Quality Control Program (CQCP)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 204,500.00	\$ 204,500.00	\$ 300,000.00	\$ 300,000.00
C-102a	Temporary Erosion Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,120.00	\$ 8,120.00	\$ 150,000.00	\$ 150,000.00
P-101a	Full Depth Asphalt Removal	SY	1,800	\$ 5.00	\$ 9,000.00	\$ 3.00	\$ 5,400.00	\$ 3.66	\$ 6,588.00
P-101b	Partial Depth Asphalt Removal	SY	1,200	\$ 5.00	\$ 6,000.00	\$ 1.20	\$ 1,440.00	\$ 1.42	\$ 1,704.00
P-101c	Full Depth Concrete Removal	SY	15,100	\$ 20.00	\$ 302,000.00	\$ 12.00	\$ 181,200.00	\$ 14.18	\$ 214,118.00
P-101d	Pipe Removal	LF	490	\$ 50.00	\$ 24,500.00	\$ 11.00	\$ 5,390.00	\$ 13.00	\$ 6,370.00
P-101e	Catch Basin Removal	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 545.00	\$ 3,270.00	\$ 644.06	\$ 3,864.36
P-152a	Unclassified Excavation	CY	96,000	\$ 7.00	\$ 672,000.00	\$ 7.10	\$ 681,600.00	\$ 8.51	\$ 816,960.00
P-152b	Conditioned Clay Embankment	CY	27,500	\$ 10.00	\$ 275,000.00	\$ 5.40	\$ 148,500.00	\$ 6.74	\$ 185,350.00
P-152c	On-site Suitable Embankment	CY	49,900	\$ 12.00	\$ 598,800.00	\$ 6.30	\$ 314,370.00	\$ 10.00	\$ 499,000.00
P-152d	40 Mfl LDPE Geomembrane	SY	18,000	\$ 10.00	\$ 180,000.00	\$ 7.30	\$ 131,400.00	\$ 9.06	\$ 163,080.00
P-190a	Unstabilized Permeable Subbase Course	CY	3,300	\$ 50.00	\$ 165,000.00	\$ 110.00	\$ 363,000.00	\$ 135.90	\$ 448,470.00
P-209a	Crushed Aggregate Base Course	CY	3,200	\$ 50.00	\$ 160,000.00	\$ 71.50	\$ 228,800.00	\$ 86.27	\$ 276,064.00
P-209b	Separation Geotextile, Class 1, Non-Woven	SY	36,000	\$ 2.00	\$ 72,000.00	\$ 1.80	\$ 64,800.00	\$ 2.62	\$ 94,320.00
P-209c	Separation Geotextile, Class 2, Non-Woven	SY	17,500	\$ 2.00	\$ 35,000.00	\$ 1.80	\$ 31,500.00	\$ 2.06	\$ 36,050.00
P-401a	Asphalt Surface Course	TON	700	\$ 130.00	\$ 91,000.00	\$ 195.00	\$ 136,500.00	\$ 206.81	\$ 144,767.00
P-501a	Asphalt Mixture Base Course	TON	5,200	\$ 130.00	\$ 676,000.00	\$ 150.00	\$ 780,000.00	\$ 161.90	\$ 841,880.00
P-501b	Concrete Pavement, 15-Inch	SY	14,250	\$ 170.00	\$ 2,422,500.00	\$ 180.00	\$ 2,565,000.00	\$ 158.56	\$ 2,259,480.00
P-501c	Concrete Pavement, 8-Inch	SY	700	\$ 120.00	\$ 84,000.00	\$ 150.00	\$ 105,000.00	\$ 192.92	\$ 135,044.00
P-603a	Bond Breaker Fabric	SY	14,300	\$ 2.00	\$ 28,600.00	\$ 1.70	\$ 24,310.00	\$ 4.21	\$ 60,203.00
P-603b	Emulsified Asphalt Tack Coat	TON	9	\$ 1,300.00	\$ 11,700.00	\$ 945.00	\$ 8,505.00	\$ 1,004.49	\$ 9,040.41
P-620a	Temporary Pavement Markings	SF	12,100	\$ 2.00	\$ 24,200.00	\$ 1.70	\$ 20,570.00	\$ 1.77	\$ 21,417.00
P-620b	Permanent Pavement Markings	SF	12,100	\$ 2.00	\$ 24,200.00	\$ 1.10	\$ 13,310.00	\$ 1.18	\$ 14,278.00
P-620c	SDA Area Markings	SF	1,900	\$ 4.00	\$ 7,600.00	\$ 8.90	\$ 16,910.00	\$ 9.45	\$ 17,955.00
P-620d	Painted Surface Sign	EA	12	\$ 200.00	\$ 2,400.00	\$ 55.50	\$ 666.00	\$ 59.09	\$ 709.08
P-620e	Pavement Marking Obliteration	SF	500	\$ 4.00	\$ 2,000.00	\$ 1.10	\$ 550.00	\$ 1.18	\$ 590.00
D-701a	24-Inch HDPE Storm Drain Pipe, DR 32.5	LF	390	\$ 110.00	\$ 42,900.00	\$ 275.00	\$ 107,250.00	\$ 330.89	\$ 129,047.10
D-701c	12-Inch HDPE Storm Drain Pipe, DR 32.5	LF	530	\$ 100.00	\$ 53,000.00	\$ 64.00	\$ 33,920.00	\$ 76.22	\$ 40,396.60
D-701d	8-Inch HDPE Storm Drain Pipe, DR 32.5	LF	40	\$ 85.00	\$ 3,400.00	\$ 87.50	\$ 3,500.00	\$ 103.99	\$ 4,159.60
D-701e	6-Inch Outlet Pipe	LF	420	\$ 65.00	\$ 27,300.00	\$ 37.00	\$ 15,540.00	\$ 71.83	\$ 30,168.60
D-705a	6-Inch Underdrain	LF	1,200	\$ 40.00	\$ 48,000.00	\$ 33.00	\$ 39,600.00	\$ 39.59	\$ 47,508.00
D-751a	Underdrain Cleanout	EA	3	\$ 800.00	\$ 2,400.00	\$ 1,130.00	\$ 3,390.00	\$ 5,000.00	\$ 15,000.00
D-751b	Storm Drain Box, Airport Loading	EA	3	\$ 12,000.00	\$ 36,000.00	\$ 12,300.00	\$ 36,900.00	\$ 15,362.79	\$ 46,088.37
D-751c	2-Foot x 2-Foot Storm Drain Box, Highway Loading	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 4,240.00	\$ 8,480.00	\$ 15,000.00	\$ 30,000.00
D-751e	Relocate Existing Storm Drain Box	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 2,830.00	\$ 5,660.00	\$ 3,368.00	\$ 6,736.00
F-102a	Temporary Construction Fence	LF	360	\$ 10.00	\$ 3,600.00	\$ 16.50	\$ 5,940.00	\$ 24.45	\$ 8,802.00
F-102b	Install 7-Foot Chain-Link Fence	LF	350	\$ 30.00	\$ 10,500.00	\$ 46.00	\$ 16,100.00	\$ 94.90	\$ 33,215.00
L-125e	Install L-853 Surface Mounted Retroreflective Marker, Complete	EA	10	\$ 800.00	\$ 8,000.00	\$ 220.00	\$ 2,200.00	\$ 243.25	\$ 2,432.50
L-125j	Install LED Apron Light Fixtures (3 Total per Pole) on Existing A	EA	4	\$ 10,000.00	\$ 40,000.00	\$ 17,200.00	\$ 68,800.00	\$ 18,852.05	\$ 75,408.20
L-125k	Install Power Wiring for Sponsor Installed Equipment	LS	2	\$ 5,000.00	\$ 10,000.00	\$ 11,100.00	\$ 22,200.00	\$ 12,162.61	\$ 24,325.22
L-125l	Relocate/Re-install Stop/Informational Sign	EA	2	\$ 500.00	\$ 1,000.00	\$ 2,450.00	\$ 4,900.00	\$ 9,121.96	\$ 18,243.92
<b>TOTAL SCHEDULE I (FEDERAL)</b>				<b>\$ 6,862,500.00</b>	<b>\$ 6,929,491.00</b>	<b>\$ 7,968,832.96</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

BID TABULATION - SCHEDULE II

SCHEDULE II (FEDERAL)			Engineer's Estimate		Whitaker Construction		Ralph Wadsworth Construction Co. LLC		
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 528,100.00	\$ 528,100.00	\$ 367,000.00	\$ 367,000.00	\$ 585,000.00	\$ 585,000.00
C-100a	Contractor Quality Control Program (CQCP)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 131,500.00	\$ 131,500.00	\$ 100,000.00	\$ 100,000.00
C-102a	Temporary Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 8,120.00	\$ 8,120.00	\$ 150,000.00	\$ 150,000.00
P-101a	Full Depth Asphalt Removal	SY	5,100	\$ 5.00	\$ 25,500.00	\$ 1.20	\$ 6,120.00	\$ 1.42	\$ 7,242.00
P-101c	Full Depth Concrete Removal	SY	200	\$ 20.00	\$ 4,000.00	\$ 12.00	\$ 2,400.00	\$ 14.18	\$ 2,836.00
P-101d	Pipe Removal	LF	120	\$ 50.00	\$ 6,000.00	\$ 11.00	\$ 1,320.00	\$ 13.00	\$ 1,560.00
P-101e	Catch Basin Removal	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 545.00	\$ 1,090.00	\$ 644.06	\$ 1,288.12
P-152a	Unclassified Excavation	CY	82,300	\$ 7.00	\$ 576,100.00	\$ 7.00	\$ 576,100.00	\$ 8.39	\$ 690,497.00
P-152b	Conditioned Clay Embankment	CY	26,300	\$ 10.00	\$ 263,000.00	\$ 5.70	\$ 149,910.00	\$ 6.74	\$ 177,262.00
P-152c	On-site Suitable Embankment	CY	49,600	\$ 12.00	\$ 595,200.00	\$ 7.00	\$ 347,200.00	\$ 8.51	\$ 422,096.00
P-152d	40 Mil LLDPE Geomembrane	SY	17,400	\$ 10.00	\$ 174,000.00	\$ 7.30	\$ 127,020.00	\$ 9.06	\$ 157,644.00
P-190a	Unstabilized Permeable Subbase Course	CY	3,100	\$ 50.00	\$ 155,000.00	\$ 110.00	\$ 341,000.00	\$ 135.90	\$ 421,290.00
P-209a	Crushed Aggregate Base Course	CY	3,300	\$ 50.00	\$ 165,000.00	\$ 71.50	\$ 235,950.00	\$ 86.27	\$ 284,691.00
P-209b	Separation Geotextile, Class 1, Non-Woven	SY	34,800	\$ 2.00	\$ 69,600.00	\$ 1.80	\$ 62,640.00	\$ 2.62	\$ 91,176.00
P-209c	Separation Geotextile, Class 2, Non-Woven	SY	16,600	\$ 2.00	\$ 33,200.00	\$ 1.80	\$ 29,880.00	\$ 2.06	\$ 34,196.00
P-401a	Asphalt Surface Course	TON	1,500	\$ 130.00	\$ 195,000.00	\$ 170.00	\$ 255,000.00	\$ 180.81	\$ 271,215.00
P-403a	Asphalt Mixture Base Course	TON	4,800	\$ 130.00	\$ 624,000.00	\$ 150.00	\$ 720,000.00	\$ 161.90	\$ 777,120.00
P-501a	Concrete Pavement, 15-Inch	SY	10,900	\$ 170.00	\$ 1,853,000.00	\$ 180.00	\$ 1,962,000.00	\$ 158.56	\$ 1,728,304.00
P-501c	Bond Breaker Fabric	SY	10,950	\$ 2.00	\$ 21,900.00	\$ 1.70	\$ 18,615.00	\$ 4.21	\$ 46,099.50
P-603a	Emulsified Asphalt Tack Coat	TON	11	\$ 1,300.00	\$ 14,300.00	\$ 945.00	\$ 10,395.00	\$ 1,004.49	\$ 11,049.39
P-620a	Temporary Pavement Markings	SF	6,100	\$ 2.00	\$ 12,200.00	\$ 2.80	\$ 17,080.00	\$ 2.95	\$ 17,995.00
P-620b	Permanent Pavement Markings	SF	3,600	\$ 2.00	\$ 7,200.00	\$ 2.50	\$ 9,000.00	\$ 2.66	\$ 9,576.00
P-620c	SIDA Area Markings	SF	3,100	\$ 4.00	\$ 12,400.00	\$ 8.90	\$ 27,590.00	\$ 9.45	\$ 29,295.00
P-620d	Painted Surface Sign	EA	21	\$ 200.00	\$ 4,200.00	\$ 55.50	\$ 1,165.50	\$ 59.09	\$ 1,240.89
P-620e	Pavement Marking Obliteration	SF	2,500	\$ 4.00	\$ 10,000.00	\$ 1.10	\$ 2,750.00	\$ 1.18	\$ 2,950.00
D-701a	24-Inch HDPE Storm Drain Pipe, DR 32.5	LF	420	\$ 110.00	\$ 46,200.00	\$ 270.00	\$ 113,400.00	\$ 324.98	\$ 136,491.60
D-701b	18-Inch HDPE Storm Drain Pipe, DR 32.5	LF	270	\$ 100.00	\$ 27,000.00	\$ 120.00	\$ 32,400.00	\$ 141.81	\$ 38,288.70
D-701d	8-Inch HDPE Storm Drain Pipe, DR 32.5	LF	90	\$ 90.00	\$ 8,100.00	\$ 86.50	\$ 7,785.00	\$ 103.99	\$ 9,359.10
D-701e	6-Inch Outlet Pipe	LF	180	\$ 65.00	\$ 11,700.00	\$ 37.00	\$ 6,660.00	\$ 43.73	\$ 7,871.40
D-701f	Loose Riprap, 9-inch D50	SY	20	\$ 65.00	\$ 1,300.00	\$ 62.50	\$ 1,250.00	\$ 75.04	\$ 1,500.80
D-705a	6-Inch Underdrain	LF	1,320	\$ 40.00	\$ 52,800.00	\$ 33.50	\$ 44,220.00	\$ 40.18	\$ 53,037.60
D-751a	Underdrain Cleanout	EA	5	\$ 800.00	\$ 4,000.00	\$ 1,030.00	\$ 5,150.00	\$ 5,000.00	\$ 25,000.00
D-751b	Storm Drain Box, Airport Loading	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 12,800.00	\$ 12,800.00	\$ 15,362.79	\$ 15,362.79
D-751c	2-Foot x 2-Foot Storm Drain Box, Highway Loading	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 15,000.00	\$ 15,000.00
D-751d	3-Foot x 3-Foot Storm Drain Box, Highway Loading	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 7,710.00	\$ 7,710.00	\$ 15,000.00	\$ 15,000.00
L-108a	Install #8 AWG, L-824C, 5000V Wire	LF	1,500	\$ 3.00	\$ 4,500.00	\$ 4.50	\$ 6,750.00	\$ 4.87	\$ 7,305.00
L-108b	Install #6 AWG, Bare Copper Counterpoise	LF	2,000	\$ 3.00	\$ 6,000.00	\$ 4.50	\$ 9,000.00	\$ 4.87	\$ 9,740.00
L-108c	Install #10AWG, XHHW, 600V Wire	LF	2,000	\$ 3.00	\$ 6,000.00	\$ 3.30	\$ 6,600.00	\$ 3.65	\$ 7,300.00
L-110a	Install 1-2" PVC Conduit (Direct Earth Buried)	LF	900	\$ 20.00	\$ 18,000.00	\$ 11.00	\$ 9,900.00	\$ 12.16	\$ 10,944.00
L-110b	Install 1-2" PVC Conduit (Concrete Encased)	LF	50	\$ 30.00	\$ 1,500.00	\$ 39.00	\$ 1,950.00	\$ 42.57	\$ 2,128.50
L-110c	Install 4-2" PVC Conduit (Concrete Encased)	LF	100	\$ 55.00	\$ 5,500.00	\$ 94.50	\$ 9,450.00	\$ 103.38	\$ 10,338.00
L-115a	Remove Junction Box Plaza, Complete	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 2,220.00	\$ 2,220.00	\$ 2,432.52	\$ 2,432.52
L-115b	Reinstall Junction Box Plaza, Complete	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 11,100.00	\$ 11,100.00	\$ 12,162.61	\$ 12,162.61
L-115c	Install Handhole, Complete	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 3,340.00	\$ 13,360.00	\$ 3,648.78	\$ 14,595.12
L-125a	Remove Taxiway Light in Pavement, Complete	EA	7	\$ 300.00	\$ 2,100.00	\$ 220.00	\$ 1,540.00	\$ 243.25	\$ 1,702.75
L-125b	Remove Taxiway Light and Install Blank Steel Cover	EA	2	\$ 300.00	\$ 600.00	\$ 280.00	\$ 560.00	\$ 304.07	\$ 608.14
L-125c	Reinstall Base Mounted L-861(T/L) Taxiway Edge Light in Pavement	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 1,110.00	\$ 4,440.00	\$ 1,216.26	\$ 4,865.04
L-125d	Reinstall Base Mounted L-861(T/L) Taxiway Edge Light in Existing	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 1,330.00	\$ 7,980.00	\$ 1,459.51	\$ 8,757.06
L-125f	Remove L-858 Guidance Sign in Soil, Complete	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 555.00	\$ 1,110.00	\$ 608.13	\$ 1,216.26
L-125g	Reinstall L-858 Guidance Sign on New Concrete Pad in Soil, Size 2	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 3,340.00	\$ 3,340.00	\$ 3,040.65	\$ 3,040.65
L-125h	Reinstall L-858 Guidance Sign on New Concrete Pad in Soil, Size 2	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,780.00	\$ 2,780.00	\$ 3,648.78	\$ 3,648.78
L-125i	Install New 60' Apron Flood Light Pole with LED Luminaire, Conf	EA	3	\$ 50,000.00	\$ 150,000.00	\$ 72,300.00	\$ 216,900.00	\$ 79,056.97	\$ 237,170.91
L-125j	Relocate/Re-install Stop/Informational Sign	EA	2	\$ 500.00	\$ 1,000.00	\$ -	\$ -	\$ 9,121.96	\$ 18,243.92
<b>TOTAL SCHEDULE II (FEDERAL)</b>				\$	\$ 5,808,700.00	\$	\$ 5,951,200.50	\$	\$ 6,689,864.15

\* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

BID TABULATION - SCHEDULE III

SCHEDULE III (FEDERAL)			Engineer's Estimate		Whitaker Construction		Ralph Wadsworth Construction Co. LLC		
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 173,800.00	\$ 173,800.00	\$ 100,000.00	\$ 100,000.00	\$ 220,098.36	\$ 220,098.36
C-100a	Contractor Quality Control Program (CQCP)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,500.00	\$ 50,500.00	\$ 17,252.00	\$ 17,252.00
C-102a	Temporary Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 8,120.00	\$ 8,120.00	\$ 18,883.07	\$ 18,883.07
P-101a	Full Depth Asphalt Removal	SY	5,600	\$ 5.00	\$ 28,000.00	\$ 1.30	\$ 7,280.00	\$ 1.66	\$ 9,292.60
P-101d	Pipe Removal	LF	640	\$ 50.00	\$ 32,000.00	\$ 11.00	\$ 7,040.00	\$ 13.00	\$ 8,320.00
P-101e	Catch Basin Removal	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 545.00	\$ 545.00	\$ 644.06	\$ 644.06
P-152a	Unclassified Excavation	CY	35,300	\$ 7.00	\$ 247,100.00	\$ 5.90	\$ 208,270.00	\$ 8.27	\$ 291,931.00
P-152b	Conditioned Clay Embankment	CY	8,100	\$ 10.00	\$ 81,000.00	\$ 6.20	\$ 50,220.00	\$ 7.44	\$ 60,264.00
P-152c	On-site Suitable Embankment	CY	16,000	\$ 12.00	\$ 192,000.00	\$ 3.70	\$ 59,200.00	\$ 4.49	\$ 71,840.00
P-152d	40 Mil LLDPE Geomembrane	SY	5,700	\$ 10.00	\$ 57,000.00	\$ 7.30	\$ 41,610.00	\$ 9.06	\$ 51,642.00
P-190a	Unstabilized Permeable Subbase Course	CY	900	\$ 50.00	\$ 45,000.00	\$ 115.00	\$ 103,500.00	\$ 135.90	\$ 122,310.00
P-209a	Crushed Aggregate Base Course	CY	1,600	\$ 50.00	\$ 80,000.00	\$ 71.50	\$ 114,400.00	\$ 86.27	\$ 138,032.00
P-209b	Separation Geotextile, Class 1, Non-Woven	SY	11,300	\$ 2.00	\$ 22,600.00	\$ 1.80	\$ 20,340.00	\$ 2.62	\$ 29,606.00
P-209c	Separation Geotextile, Class 2, Non-Woven	SY	4,900	\$ 2.00	\$ 9,800.00	\$ 1.80	\$ 8,820.00	\$ 2.06	\$ 10,094.00
P-401a	Asphalt Surface Course	TON	900	\$ 130.00	\$ 117,000.00	\$ 185.00	\$ 166,500.00	\$ 197.35	\$ 177,615.00
P-403a	Asphalt Mixture Base Course	TON	1,150	\$ 130.00	\$ 149,500.00	\$ 160.00	\$ 184,000.00	\$ 167.81	\$ 192,981.50
P-501a	Concrete Pavement, 15-Inch	SY	2,900	\$ 170.00	\$ 493,000.00	\$ 180.00	\$ 522,000.00	\$ 158.56	\$ 459,824.00
P-501b	Concrete Pavement, 8-Inch	SY	250	\$ 120.00	\$ 30,000.00	\$ 150.00	\$ 37,500.00	\$ 192.92	\$ 48,230.00
P-501c	Bond Breaker Fabric	SY	2,950	\$ 2.00	\$ 5,900.00	\$ 1.70	\$ 5,015.00	\$ 4.21	\$ 12,419.50
P-603a	Emulsified Asphalt Tack Coat	TON	4	\$ 1,300.00	\$ 5,200.00	\$ 945.00	\$ 3,780.00	\$ 1,004.49	\$ 4,017.96
P-620a	Temporary Pavement Markings	SF	1,600	\$ 2.00	\$ 3,200.00	\$ 2.80	\$ 4,480.00	\$ 1.77	\$ 2,832.00
P-620b	Permanent Pavement Markings	SF	1,600	\$ 2.00	\$ 3,200.00	\$ 2.50	\$ 4,000.00	\$ 1.18	\$ 1,888.00
P-620c	STDA Area Markings	SF	1,600	\$ 5.00	\$ 8,000.00	\$ 8.90	\$ 14,240.00	\$ 9.45	\$ 15,120.00
P-620d	Painted Surface Sign	EA	12	\$ 200.00	\$ 2,400.00	\$ 55.50	\$ 666.00	\$ 59.09	\$ 709.08
D-701a	24-Inch HDPE Storm Drain Pipe, DR 32.5	LF	120	\$ 110.00	\$ 13,200.00	\$ 155.00	\$ 18,600.00	\$ 189.08	\$ 22,689.60
D-705a	6-Inch Underdrain	LF	700	\$ 40.00	\$ 28,000.00	\$ 33.50	\$ 23,450.00	\$ 40.18	\$ 28,126.00
D-751a	Underdrain Cleanout	EA	5	\$ 800.00	\$ 4,000.00	\$ 1,080.00	\$ 5,400.00	\$ 5,000.00	\$ 25,000.00
D-751b	Storm Drain Box, Airport Loading	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 13,100.00	\$ 13,100.00	\$ 15,362.79	\$ 15,362.79
D-751d	3-Foot x 3-Foot Storm Drain Box, Highway Loading	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,120.00	\$ 5,120.00	\$ 15,000.00	\$ 15,000.00
L-108a	Install #8 AWG, L-824C, 5000V Wire	LF	400	\$ 3.00	\$ 1,200.00	\$ 4.50	\$ 1,800.00	\$ 4.87	\$ 1,948.00
L-108b	Install #6 AWG, Bare Copper Counterpoise	LF	100	\$ 3.00	\$ 300.00	\$ 4.50	\$ 450.00	\$ 4.87	\$ 487.00
L-110a	Install 1-2" PVC Conduit (Direct Earth Buried)	LF	100	\$ 20.00	\$ 2,000.00	\$ 7.80	\$ 780.00	\$ 8.51	\$ 851.00
L-125a	Remove Taxiway Light in Pavement, Complete	EA	4	\$ 300.00	\$ 1,200.00	\$ 280.00	\$ 1,120.00	\$ 1,824.39	\$ 7,297.56
L-125c	Reinstall Base Mounted L-861T(L) Taxiway Edge Light in Pavement	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,330.00	\$ 1,330.00	\$ 1,459.51	\$ 1,459.51
L-125f	Remove L-858 Guidance Sign in Soil, Complete	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 555.00	\$ 555.00	\$ 608.13	\$ 608.13
L-125g	Reinstall L-858 Guidance Sign on New Concrete Pad in Soil, Size 4	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,780.00	\$ 2,780.00	\$ 3,040.65	\$ 3,040.65
<b>TOTAL SCHEDULE III (FEDERAL)</b>				<b>\$</b>	<b>\$ 1,911,100.00</b>	<b>\$</b>	<b>\$ 1,796,511.00</b>	<b>\$</b>	<b>\$ 2,087,719.77</b>

\* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

BID TABULATION - SCHEDULE IV

SCHEDULE IV (NON-FEDERAL)			Engineer's Estimate		Whitaker Construction		Ralph Wadsworth Construction Co. LLC		
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 13,400.00	\$ 13,400.00	\$ 84,700.00	\$ 84,700.00	\$ 100,000.00	\$ 100,000.00
C-100a	Contractor Quality Control Program (CQCP)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,110.00	\$ 3,110.00	\$ 15,000.00	\$ 15,000.00
C-102a	Temporary Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,060.00	\$ 4,060.00	\$ 10,000.00	\$ 10,000.00
P-101c	Full Depth Concrete Removal	SY	500	\$ 20.00	\$ 10,000.00	\$ 12.00	\$ 6,000.00	\$ 14.18	\$ 7,090.00
P-152a	Unclassified Excavation	CY	1,800	\$ 7.00	\$ 12,600.00	\$ 13.50	\$ 24,300.00	\$ 15.95	\$ 28,710.00
P-152b	Conditioned Clay Embankment	CY	300	\$ 10.00	\$ 3,000.00	\$ 13.00	\$ 3,900.00	\$ 15.36	\$ 4,608.00
P-152c	On-site Suitable Embankment	CY	400	\$ 12.00	\$ 4,800.00	\$ 86.50	\$ 34,600.00	\$ 110.00	\$ 44,000.00
P-152d	40 Mfl LLDPE Geomembrane	SY	300	\$ 10.00	\$ 3,000.00	\$ 7.30	\$ 2,190.00	\$ 9.06	\$ 2,718.00
P-190a	Unstabilized Permeable Subbase Course	CY	50	\$ 50.00	\$ 2,500.00	\$ 110.00	\$ 5,500.00	\$ 135.90	\$ 6,795.00
P-209a	Crushed Aggregate Base Course	CY	100	\$ 50.00	\$ 5,000.00	\$ 71.50	\$ 7,150.00	\$ 86.27	\$ 8,627.00
P-209b	Separation Geotextile, Class 1, Non-Woven	SY	600	\$ 2.00	\$ 1,200.00	\$ 1.80	\$ 1,080.00	\$ 2.62	\$ 1,572.00
P-209c	Separation Geotextile, Class 2, Non-Woven	SY	300	\$ 2.00	\$ 600.00	\$ 1.80	\$ 540.00	\$ 2.06	\$ 618.00
P-403a	Asphalt Mixture Base Course	TON	100	\$ 130.00	\$ 13,000.00	\$ 195.00	\$ 19,500.00	\$ 206.81	\$ 20,681.00
P-501a	Concrete Pavement, 15-Inch	SY	300	\$ 170.00	\$ 51,000.00	\$ 180.00	\$ 54,000.00	\$ 158.56	\$ 47,568.00
P-501b	Concrete Pavement, 8-Inch	SY	150	\$ 120.00	\$ 18,000.00	\$ 150.00	\$ 22,500.00	\$ 192.92	\$ 28,938.00
P-501c	Bond Breaker Fabric	SY	300	\$ 2.00	\$ 600.00	\$ 1.70	\$ 510.00	\$ 4.21	\$ 1,263.00
P-603a	Emulsified Asphalt Tack Coat	TON	1	\$ 1,300.00	\$ 1,300.00	\$ 945.00	\$ 945.00	\$ 1,004.49	\$ 1,004.49
<b>TOTAL SCHEDULE IV (NON-FEDERAL)</b>				<b>\$</b>	<b>\$ 147,000.00</b>	<b>\$</b>	<b>\$ 274,585.00</b>	<b>\$</b>	<b>\$ 329,192.49</b>

\* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

**McDaniel, Kirt**

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**From:** Trinklein, Eric (FAA) <Eric.Trinklein@faa.gov>  
**Sent:** Tuesday, May 16, 2023 1:40 PM  
**To:** Rich Stehmeier  
**Cc:** McDaniel, Kirt  
**Subject:** SGU-045 Engineering Fee Concurrence

**CAUTION:** This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.



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

**Northwest Mountain Region**  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Denver Airports District Office  
26805 E. 68th Ave., Suite  
224 Denver, CO 80249

May 15, 2023

Richard Stehmeier, CM  
Airport Manager  
St. George Regional Airport  
4508 South Airport Parkway #1  
St George, Utah 84790

St. George Regional Airport  
St. George, Utah  
AIP: 3-49-0060-045-2023  
Engineering Services

Dear Mr. Stehmeier:

We have reviewed your scope of work, fee proposal, record of negotiations and Independent Fee Estimate (IFE) for Construction Engineering Services by Jviation for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.

5. Construction must conform to contract documents.

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Bidding Phase (Lump Sum)	\$42,145.50
Construction Administration Phase (Lump Sum)	\$134,986.00
Post Construction Coordination Phase (Lump Sum)	\$68,075.50
On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	\$742,481.06
SUBCONSULTANTS	
Quality Assurance Testing	\$200,000.00
Environmental Survey and Report	\$1,500.00
Cultural Resource Monitor	\$25,000.00
D-701 Pipe Inspections	\$3,700.00
<b>TOTAL</b>	<b>\$1,217,888.06</b>

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement.

If you have not done so, please submit the following certification:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please call me at (303) 342-1265.

Sincerely,

Eric Trinklein  
Civil Engineer  
Denver ADO

NEW TAXIWAY PAVED SHOULDER  
20' WIDE (ASPHALT) 5,355 S.F.

NEW TAXIWAY PAVEMENT  
(ASPHALT) 55,850 S.F.

RELOCATED VSR  
(ASPHALT) 16,090  
S.F.

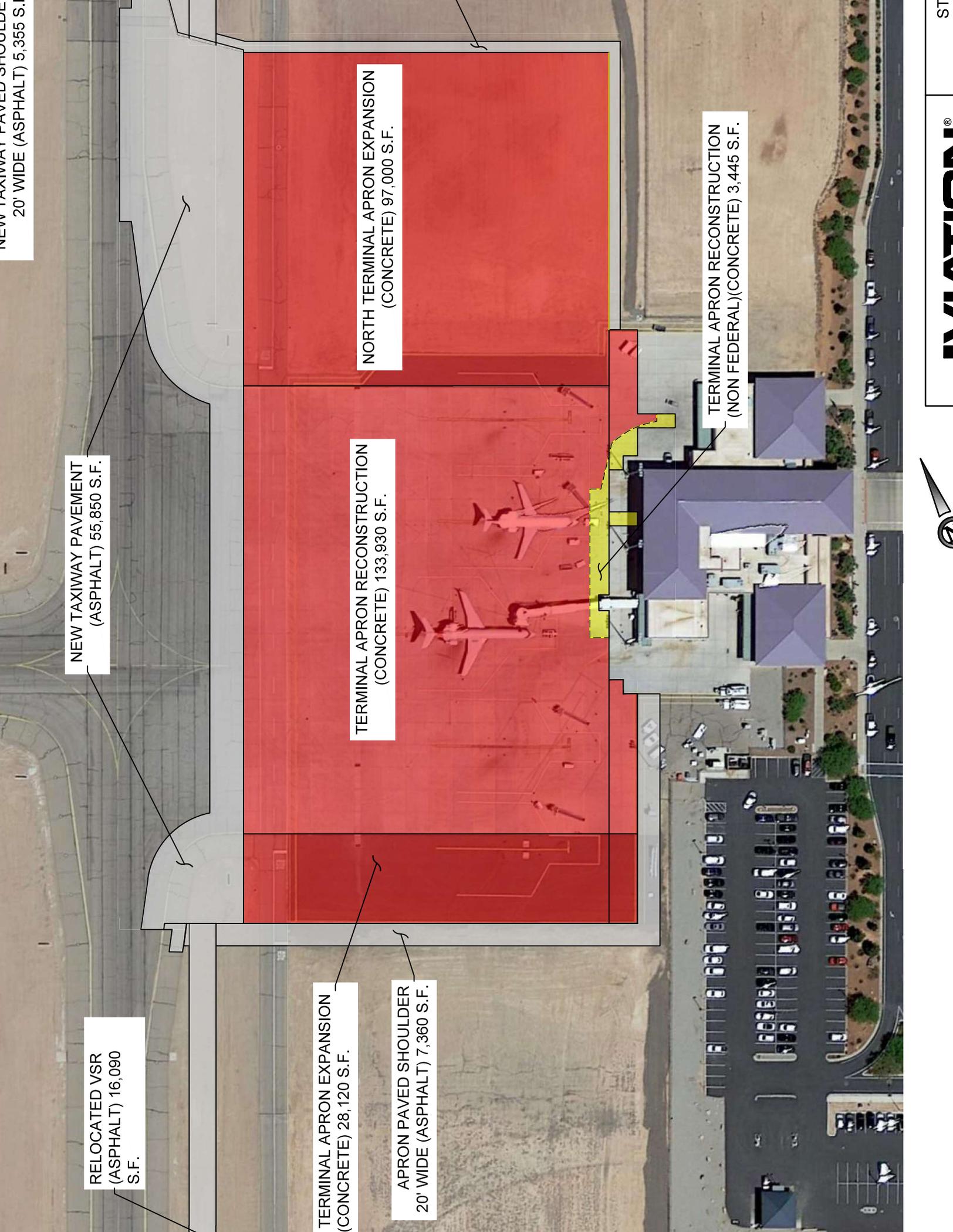
TERMINAL APRON EXPANSION  
(CONCRETE) 28,120 S.F.

APRON PAVED SHOULDER  
20' WIDE (ASPHALT) 7,360 S.F.

TERMINAL APRON RECONSTRUCTION  
(CONCRETE) 133,930 S.F.

NORTH TERMINAL APRON EXPANSION  
(CONCRETE) 97,000 S.F.

TERMINAL APRON RECONSTRUCTION  
(NON FEDERAL)(CONCRETE) 3,445 S.F.



# SGU AIP-045 FAA Grant Application\_SF-424\_SF-5100\_REVISED per Bid

Final Audit Report

2023-08-09

Created:	2023-08-09
By:	Sherilyn Bennion (sherilyn.bennion@woolpert.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq382Nbls8dGDZj0JoE02YvzM83qtrhAB

## "SGU AIP-045 FAA Grant Application\_SF-424\_SF-5100\_REVISED per Bid" History

-  Document created by Sherilyn Bennion (sherilyn.bennion@woolpert.com)  
2023-08-09 - 9:17:11 PM GMT- IP address: 74.235.173.162
-  Document emailed to michele.randall@sgcity.org for signature  
2023-08-09 - 9:19:08 PM GMT
-  Email viewed by michele.randall@sgcity.org  
2023-08-09 - 9:19:11 PM GMT- IP address: 66.249.91.142
-  Email sent to marigale.rich@sgcity.org bounced and could not be delivered  
2023-08-09 - 9:19:20 PM GMT
-  Signer michele.randall@sgcity.org entered name at signing as Michele Randall  
2023-08-09 - 9:32:03 PM GMT- IP address: 24.52.0.207
-  Document e-signed by Michele Randall (michele.randall@sgcity.org)  
Signature Date: 2023-08-09 - 9:32:05 PM GMT - Time Source: server- IP address: 24.52.0.207
-  Agreement completed.  
2023-08-09 - 9:32:05 PM GMT



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2g

**Subject:**

Request to approve a reimbursement agreement between St. George City and Joule Plaza, LLC for installation of storm drain improvements and roadway improvements along Tabernacle Drive from 200 West to 300 West.

**Item at-a-glance:**

Staff Contact: Wes Jenkins

Applicant Name: Wes Jenkins

Reference Number: N/A

Address/Location:

Tabernacle Street from 200 West to 300 West

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

Off-site runoff from Tabernacle Street has flooded ground floor of Joule Plaza and the parking lot of Courthouse Corner. There is no storm drain in Tabernacle Street between 200 West and 300 West.

**Staff Narrative (need/purpose):**

The ground floor of Joule Plaza has been flooded in the past few years from off-site storm runoff from Tabernacle Street. The runoff has also flooded the parking lot of Courthouse Corner during large storm events. The Owners of Joule Plaza have approached the city to participate in the installation of storm drain improvements along Tabernacle Street. Public Works has agreed to pay the cost of the storm drain materials and the owners of Joule Plaza have agreed to install the storm drain improvements. Public Works is also requesting additional roadway improvements be constructed with this project along Tabernacle Street in this location and the owners of Joule Plaza have agreed to install them with St. George City reimbursing.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:**

Cost for the agenda item: \$141,922.25

Amount approved in current FY budget for item: \$141,922.25

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

Project is approved in current fiscal year budget.

Description of funding source:

Drainage Impact Funds: Developer Matching (Drainage)

**Recommendation (Include any conditions):**

Public Works recommends approval of the reimbursement agreement subject to legal department review and approval of the reimbursement agreement.



**PUBLIC ROADWAY IMPROVEMENTS REIMBURSEMENT AGREEMENT**  
**Tabernacle Storm Drain – Joule Plaza Frontage**  
**(Joule Plaza Installs; City reimburses)**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the City of St. George, a municipal corporation of the State of Utah (hereinafter referred to as the “City”), and Joule Plaza, LLC, a Utah limited liability corporation located in St. George, Utah (hereinafter referred to as Owner). City and Owner are herein collectively referred to as the “Parties”.

**RECITALS**

WHEREAS, existing storm drain infrastructure is not sufficient; and

WHEREAS, the ground floor of the Joule Plaza building along the south side Tabernacle Street, which building is located on parcel SG-276-1-CB, has experienced off-site flooding in the past from Tabernacle Street; and

WHEREAS, a portion of the ground floor of the Joule Plaza building along Tabernacle Street is located below the elevation of Tabernacle Street which increases its exposure to off-site flooding from Tabernacle Street; and

WHEREAS, the existing cross-section of Tabernacle Street slopes from the north side of the street to the south side, which also adds to the exposure of the building to off-site flooding from Tabernacle Street; and

WHEREAS, Owner has approached City to participate with their proposal to install new curb inlets along the south side of Tabernacle Street and new storm drain line that extends from the intersection of 300 West and Tabernacle Street to the intersection of 200 West and Tabernacle Street where this new storm drain line will connect to an existing storm drain line with the intent that these new proposed storm drain improvements will help reduce potential flooding of the Joule Plaza building; and

WHEREAS, City recognizes the proposed curb inlets and storm drain line should collect and convey runoff from Tabernacle Street and that that these storm drain improvements should also help reduce potential flooding in the future for existing structures along the south side of Tabernacle Street, including Joule Plaza, and that this provides a benefit to City; and

WHEREAS, City also desires additional roadway improvements to be installed along Tabernacle Street, including removal and replacement of the existing pavement within the center turn lane; and

WHEREAS, City agrees to pay the cost to provide the storm drain materials, either by purchasing the materials or reimbursing Owner for the purchase of the materials, which storm drain materials include storm drain pipe, catch basins, manholes, etc., and to

reimburse owner the cost of additional roadway improvements along Tabernacle Street;  
and

WHEREAS, Owner agrees to install the storm drain materials for which City is responsible and to install the additional roadway improvements for which City is requesting; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

NOW THEREFORE, in consideration of the premises, and for good and valuable agree as follows:

### **AGREEMENT**

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. The Project. City agrees to provide the storm drain materials, either by purchasing and delivering the materials to the site or reimbursing Owner the cost of purchasing the storm drain materials and delivering the materials to the site, as shown on Bid Schedule A of attached Exhibit A. Owner agrees to install the storm drain materials provided by City. City also is requesting additional roadway improvements along Tabernacle Drive to be constructed with the installation of the storm drain improvements. Owner agrees to construct these additional roadway improvements with City reimbursing Owner.
3. Representatives. Assistant Public Works Director, Wes Jenkins will be the representative for the City for this Project. The representative for Joule Plaza, LLC will be Wes Davis.
4. Reimbursement. Upon completion of the installation of the infrastructure improvements and approval by City of these improvements; City agrees to reimburse Owner the cost of these improvements upon submittal of an invoice and City required documents. City agrees to reimburse Owner the cost of the storm drain materials and improvements in the not to exceed amount of one hundred forty-one thousand nine hundred twenty-two dollars and twenty-five cents (\$141,922.25). This is the total cost to construct the infrastructure improvements as specified and shown on the attached Exhibit "A".

City agrees to reimburse Owner within 30 days as described above upon receipt of an invoice and city documents.

5. Exhibits. All exhibits attached hereto are incorporated as part of this Agreement.

6. Changes to Contract Documents. Changes to the Agreement that increase the City's cost participation for the Improvements along Tabernacle, as shown on attached Exhibit A, shall not be made without written consent from Developer and City. Any such amendment shall be required to be approved by the City of St. George.
7. Project Approvals and Compliance with City Design and Construction Standards. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with City Ordinances and City of St. George Standard Specifications for Design and Construction, and all applicable requirements of the City necessary for approval of any development of Developer's property, including the payment of fees and compliance with all other applicable resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.
8. Indemnity and Liability. To the extent allowed by state law, the Developer shall indemnify City against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with this Agreement to the extent that it relates to performance of acts of the Developer, or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give the Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, the Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the Developer. Said attorney fees shall be reasonable and subject to review by the Developer. The Developer shall be responsible for all costs associated with any claim, demand, action, suit, appeal, or judgment, including attorney's fees for which it indemnifies or defends City.
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.
10. Construction. Each of the Parties 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.
11. Notices. All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City of St. George  
Attn: City Attorney  
175 East 200 North  
St. George, Utah 84770

Joule Plaza, LLC  
Attn: Wes Davis  
1525 N Main Street #105  
Bountiful, UT 84010

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

12. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without prior written consent of City, which consent shall not be unreasonably withheld.
13. No Joint Venture, Partnership or Third-Party Rights. This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between Developer and City. No term or provision of this Agreement is intended to be, nor shall it be, for the benefit or obligation 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.
14. Binding Effect. Subject to the provisions of this document above, all the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, heirs, representatives, officers, agents, employees, members, assigns, and receivers.
15. Integration. This Agreement contains all the terms and conditions pertaining to the subject matter hereof and, except with regard to zoning and other approvals upon which this Agreement is based, supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the parties, whether oral or written with respect to the subject matter. Any amendments hereto must be in writing and signed by the respective parties.
16. 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.
17. 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.
18. 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.

19. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
20. Modification. The terms and conditions of this Agreement may be amended or modified only by written agreement of the parties.
21. 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.

DEVELOPER:

Joule Plaza LLC, a Utah limited liability corporation

\_\_\_\_\_  
Wes Davis, Manager

STATE OF UTAH                    )  
  )  
COUNTY OF WASHINGTON )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Wes Davis, who being by me duly sworn did say that he is the manager of Joule Plaza, LLC and that he executed the foregoing document on behalf of said Utah limited liability company being authorized and empowered to do so by the operating agreement of Joule Plaza, LLC, and he did duly acknowledge to me that such Utah limited liability company executed the same for the uses and purposes state therein.

\_\_\_\_\_  
Notary Public

St. George City

By: \_\_\_\_\_  
Michele Randall,  
Mayor

Attest: \_\_\_\_\_  
Christina Fernandez,  
City Recorder

Approved as \_\_\_\_\_  
to form: \_\_\_\_\_  
Jami Brackin,  
Deputy City Attorney

STATE OF UTAH                    )  
  )  
COUNTY OF WASHINGTON )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, MICHELE RANDALL, the signer of the foregoing instrument, who being duly sworn, did say that She is the Mayor of the City of St. George, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said corporation by Michele Randall.

\_\_\_\_\_  
Notary Public

**Exhibit "A"**  
**Construction Proposal and Exhibit**



523 E Sunland Dr. Suite B  
 St. George, Ut 84790  
 Phone: 435-628-6706

2015 National Finalist  
**EQUIPMENT**  
 WORLD contractor of the year

<b>To:</b> Joule Plaza	<b>Contact:</b>
<b>Address:</b> St. George	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Joule Plaza	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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**Bid Schedule A - St. George City**

1	Remove Bridge Drive Approaches	2.00	EACH	\$1,055.61	\$2,111.22
2	Remove & Replace Asphalt (3.5" Asphalt Over 6" Type II Base) Includes Saw Cut Of Existing Asphalt	7,610.00	SF	\$8.44	\$64,228.40
3	Remove & Replace Concrete Sidewalk Section (4" Concrete)	200.00	SF	\$13.29	\$2,658.00
4	18" HDPE Pipe (Material Only)	113.00	LF	\$29.44	\$3,326.72
5	24" HDPE Pipe (Material Only)	596.00	LF	\$48.10	\$28,667.60
6	60" Diameter Concrete Manhole (Material Only)	3.00	EACH	\$4,369.13	\$13,107.39
7	Double Curb Inlet (Material Only)	3.00	EACH	\$5,041.35	\$15,124.05
8	Remove & Replace HB30-7 Curb & Gutter	111.00	LF	\$66.35	\$7,364.85
9	New Drive Approach	1.00	EACH	\$4,199.82	\$4,199.82
10	Striping (Combo Solid-Dashed Line)	530.00	LF	\$2.14	\$1,134.20

**Total Price for above Bid Schedule A - St. George City Items:** \$141,922.25

**Bid Schedule B - Joule Plaza**

11	Mobilization	1.00	LS	\$15,000.00	\$15,000.00
12	Traffic Control	1.00	LS	\$9,090.91	\$9,090.91
13	Remove & Replace Asphalt (3.5" Asphalt Over 6" Type II Base)	7,574.00	SF	\$8.45	\$64,000.30
14	Core Into Existing Storm Drain Manhole	1.00	EACH	\$1,135.55	\$1,135.55
15	18" HDPE Pipe (Labor Only)	113.00	LF	\$43.09	\$4,869.17
16	24" HDPE Pipe (Labor Only)	596.00	LF	\$40.49	\$24,132.04
17	60" Diameter Concrete Manhole (Labor Only)	3.00	EACH	\$4,239.98	\$12,719.94
18	Double Curb Inlet (Labor Only)	3.00	EACH	\$4,566.10	\$13,698.30
19	Reconstruct Corner ADA Ramp	1.00	EACH	\$3,101.06	\$3,101.06
20	Striping (Combo Solid-Dashed Line)	530.00	LF	\$2.00	\$1,060.00
21	Construction Survey Support	1.00	LS	\$4,071.43	\$4,071.43
22	Material Testing	1.00	LS	\$3,783.85	\$3,783.85

**Total Price for above Bid Schedule B - Joule Plaza Items:** \$156,662.55

**Total Bid Price:** \$298,584.80

**Notes:**

- Anything not specifically included is excluded.

- ASPHALT OIL COST ADJUSTMENT: This contract is subject to an asphalt oil cost adjustment for all asphalt materials included in the contract. Buyer agrees increases or decreases to asphalt oil costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. The Bench Mark Price is based on UDOTs published Binder Index at the time of this proposal. Each \$10.00 change to the UDOT Binder Index (published monthly) will require a contract price adjustment of \$0.50 per ton of asphalt mix placed during the monthly index cycle. The binder index can be found by searching "binder Index" at [www.udot.utah.gov](http://www.udot.utah.gov).
- SWPPP closure & SWPPP maintenance, permanent seeding, or landscaping are excluded.
- Topsoil is from on site, no import. Rough garde landscape areas to within two-theths of a foot.
- No vapor barrier, building under drains, or waterproofing.
- Paved areas to be graded +/- .1 foot for sub-grade.
- No soils testing, surveying, staking, lay-out, permits or bond. No surveyed or engineered "As-Built" drawings.
- Hard rock excavation is not included, Hard rock excavation is defined as Material that cannot be excavated with a CAT 320.
- Onsite soil is presumed to be suitable for bedding and backfill.
- No Winter Protection provisions.
- Price does not include permits
- Unforeseen conflicts with new or existing utilities will be addressed at T&M.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Feller Enterprises</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
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**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2h

**Subject:**

Consider approval to continue to waive fees for the Bloomington Community Picnic organized by The Church of Jesus Christ of Latter-Day Saints Bloomington Stake on September 26, 2023 at Bloomington Park.

**Item at-a-glance:**

Staff Contact: Sarah Reber

Applicant Name: Russ Isaacson

Reference Number: N/A

Address/Location:

650 West Man O War Road

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

This is an annual event that the community of Bloomington has held for many years. There is a BBQ and activities free for the public. The fee waiver includes: 1) Special Event fee (\$150); and 2) Park Reservation fee (\$400).

**Staff Narrative (need/purpose):**

The community and stake made large monetary contributions for the completion of the softball fields in order to be able to use the pavilion and park. The fees have been waived in years past.

**Name of Legal Dept approver:** N/A

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends waiving the fees for the use of the park as they were responsible for the help of creating it.

Date Received Application: 7/22/23 Permit No: \_\_\_\_\_  
Insurance Received: \_\_\_\_\_ Date Issued: \_\_\_\_\_

**APPROVALS:**

Asst. City Manager: \_\_\_\_\_  
Date: \_\_\_\_\_

Fire: \_\_\_\_\_ Date: \_\_\_\_\_

Conditions of approval: \_\_\_\_\_

Police: Please see the Security Plan Request Application for approval and conditions.

Other Staff Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Approval: \_\_\_\_\_  
Date: \_\_\_\_\_

Rev. 03-21-23

# SPECIAL EVENT PERMIT APPLICATION



City of St. George Special Events  
175 East 200 North  
St. George, UT 84770

Phone: 435-627-4712  
E-mail: events@sgcity.org

**TYPE OF ACTIVITY** (check all that apply):

- |  |                                  |                                   |                                       |   |                                    |
|--|----------------------------------|-----------------------------------|---------------------------------------|---|------------------------------------|
| <input type="checkbox"/> Film Production | <input type="checkbox"/> Parade  | <input type="checkbox"/> Cycling  | <input type="checkbox"/> 5K           | <input type="checkbox"/> Training Event         | <input type="checkbox"/> Festival  |
| <input type="checkbox"/> Outdoors Sales  | <input type="checkbox"/> Fun Run | <input type="checkbox"/> Sporting | <input type="checkbox"/> 10K          | <input checked="" type="checkbox"/> Block Party | <input type="checkbox"/> Religious |
|  |                                  | <input type="checkbox"/> Dance    | <input type="checkbox"/> Other: _____ |   |                                    |

Please print or type

**EVENT NAME:** 2023 Bloomington Community Picnic

1. **Location of Event:** Bloomington Park, 650 Man O War Rd., St George, UT 84790

2. **Name of Organization:** Bloomington Stake, The Church of Jesus Christ of Latter-Day Saints

3. **Date(s) of Event:** 26 September 2023

**4. EVENT DETAILS:** [enter Start & End times as HH:MM]

Set-up	Date: 9/26/23	Start time: 12:00 pm	End time: 5:00 pm
Event	Date: 26 September 2023	Start time: 5:30 pm	End time: 8:00 pm
Clean-up	Date: 9/26/23	Start time: 8:00 pm	End time: 9:00 pm

Is this a Recurring Event? \_\_\_\_\_ If yes; daily, weekly or other? \_\_\_\_\_

Is this an Annual Event?  Yes If yes; same date and place? Same Place, date varies

**5. PARTICIPANTS**

# of Participants & Attendees expected: ~2,000 # of Volunteers/Event Staff: 40

Open to the Public  Private Group/Party

If event is open to the public, is it:  Entrance Fee/Ticketed Event;  Fee for Participants/Racers/Runners Only;  Free.

**6. APPLICANT INFORMATION**

Name of Applicant: RUSS ISAACSON

Address: [REDACTED]

Day Phone: [REDACTED] Cell/Other: [REDACTED] E-mail: russ.isaacson@gmail.com

Mailing Address (if different): \_\_\_\_\_

Event Web Address (if applicable): N/A

Alternate Contact For Event: Aaron Sandvik

Day Phone: [REDACTED] Cell/Other: [REDACTED] E-mail: aaronsandvik@gmail.com

7. VENDORS/FOOD/ALCOHOL (check all that apply)

Are Vendors/Merchants selling products or services?
If yes, Temporary Sales Tax Numbers are required from the Utah State Special Event Tax Division 801-297-6303
Is Food available at the event? Description: A picnic dinner of hamburgers and hotdogs will be served
If yes, Is the food (please check all that apply)
Given away/pre-packaged Catered by: Prepared on site
Events which have Food available must contact the SW Utah Health Department for approval 435-986-2580
Will Alcoholic Beverages be available at the event?
If yes, please check all that apply
Beer Stands Fenced-in Beer Garden
Selling, Serving, Giving Away, Alcohol at an event requires City Council, City Business License and State Of Utah Department of Alcoholic Beverage Licensing approval 801-977-6800

8. TENTS/STAGES/STRUCTURES (include details on site map)

Tents/Pop-up Canopies?
How many Tents/Pop-up Canopies will be used for the event? ~8
Dimensions of Tents/Pop-up Canopies: 10X10
All large or enclosed tents/canopies require Inspections from the SG Fire Department 435-627-4150
Temporary Stage? Dimensions of Stage:
Description of Tents/Canopies/Stage, etc.:

9. SITE SETUP/SOUND (check all that apply - please include details on site map)

Fencing/Scaffolding
Barricades (must obtain privately)
Portable Sanitary Units (must obtain privately)
Inflatables, Bounce House(s) Generator(s) & Certificate of Liability Insurance are required (must obtain privately)
Climbing Wall, Axe Throwing, Mechanical Bull, Zipline, &/or Dunk Tank Certificate of Liability Insurance is required
Music If yes, check all that apply: Acoustic Amplified
PA/Audio System Type/Description: Standard portable speakers for announcements, saying prayer over food
Fireworks/Fire Performances/Open Flame Requires approval from SG Fire Dept. 435-627-4150
Propane/Gas On-site Requires approval from SG Fire Dept. 435-627-4150
Trash/Recycle Bin coordination On-site WCSW 435-673-2813

10. ROAD & SIDEWALK USE (please include details on site map)

Will Roads & Sidewalks Be Used?
Are you requesting Road &/or Sidewalk Closures?
An Encroachment Permit is required for Road Closures and Sidewalk Use.
To obtain the permit, contact SG City Public Works Dept. 435-627-4058 https://www.sgcity.org/encroachment/
Road Use and Closure Location:
Sidewalk Use Location: North and south sides man-o-war Will stay on sidewalks and follow pedestrian laws.
Parade Permit App Location: Number of Floats:

11. SECURITY/OTHER (please complete and sign the Security Plan Approval Request Form, for approval of Security)

12. Application Fee is based on attendance, and charged per day, as follows:

\$75.00 for attendance under 300
\$150.00 for attendance over 300
Total: \$ (payable to: City of St. George - Attn: Special Events, 175 East 200 North, St. George, UT 84770)

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the Permit.

RUSS ISAACSON Applicant's Name [PRINT]
Russell Isaacson Applicant's Signature
7/22/2023 Date

## EVENT DESCRIPTION

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PLEASE DESCRIBE YOUR EVENT IN DETAIL; ADD ANY ADDITIONAL INFORMATION OR PAGES.

- *Please be sure to include any elements of your event that will help with the approval of the event.*
- 

The Bloomington Community Picnic (formerly Bloomington Stake Picnic) has been held on an annual basis for many years at the Bloomington Park. The event is sponsored by the Bloomington Stake of The Church of Jesus Christ of Latter-Day Saints. The event was not held in 2020 and 2021 due to COVID precautions and the event was planned to be held in 2022 but due to a scheduling conflict with re-seeding the park, the event was not held in 2022. We look forward to restarting the tradition in 2023.

In years past, the number of attendees has ranged from 1,800 - 2,500 attendees, most of whom are from the Bloomington area though any members of the public are welcome. This year we expect approximately 2,000 attendees.

The event consists of a community picnic serving hamburgers, hot dogs and other picnic food, with limited activities for youth and children. The hot dogs and hamburgers will be cooked on site using backyard grills provided by volunteers. Tables and seating will be used from nearby LDS church facilities and a limited number of pop-up canopies will be setup to provide shade in the food-serving area.

One or more bounce houses will be on site for younger children and a climbing wall will be provided for older children and youth. We plan to use Funtime Inflatables out of Cedar City for the bounce houses and climbing wall. Two or three games of "9 Square in the Air" will also be setup in the outfield area of the baseball field for the youth to play games.

A dumpster will be on site along with several trash receptacles. Parking will be available in the park parking lot as well as at the Man-O-War trail head and the LDS Chapel on Mulberry drive. Parking attendants will be stationed at each location to assist with parking and provide security.

All Bloomington Stake leaders are assigned to provide security and to be vigilant and on alert for security and safety issues. The local fire department will also be invited to attend the event and an ambulance from Gold Cross Ambulance will also be requested on site if available.

Setup of the event will be during the day of the event, and the actual picnic will take place from 5:30pm to 8:00pm. Cleanup will follow thereafter with all cleanup completed by 9:30pm.

A banner or yard signs will be placed in the parking strip near by the park along Man-o-War road 1 week before the event to advertise and promote the event. The event will also be promoted to local religious congregations and through social media posts.

The customary fees for an event held at city facilities has been waived in prior years and we respectfully request that they be waived for this year as well. Correspondence from prior years regarding this arrangement has been provided to Sarah Reber, St George City Special Events Coordinator.

Date Received: 7/22/23  
Police Approved: \_\_\_\_\_

Permit No: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Approval with Comments:

# SECURITY PLAN APPROVAL REQUEST FORM



Rev. 09-20-22

All questions must be answered completely or application will not be considered. Please allow TEN (10) days for approval. Together with this application, please provide a written Security Plan including names of all security personnel.

**EVENT NAME:** 2023 Bloomington Community Picnic

**Event Location:** Bloomington Park, 650 Man O War Rd., St George, UT 84790

**Type of Event:** \_\_\_\_\_ **Do You Expect Any Protesters?**  YES  NO

**Date of Event:** 26 September 2023 **Hours of Event:** \_\_\_\_\_

**Number of Expected Attendance:** ~2,000 **Occupancy Load:** \_\_\_\_\_

**Name of Applicant:** RUSS ISAACSON

**Address:** \_\_\_\_\_

**Day Phone:** \_\_\_\_\_ **Cell/Other:** \_\_\_\_\_

**E-mail:** russ.isaacson@gmail.com

- Security Personnel must be 21 years old or older;
- A Security Director must be onsite at all times with a cell phone;
- Shirts or Vests must look the same. "SECURITY" must be stated on the shirt or vest so it is visible to the public and the Police Department.

**Please check applicable Security:**

The following will allow for the calculation of security required. The calculations will change depending on the type of event.

- |   |                         |                 |
|---|-------------------------|-----------------|
| <input type="checkbox"/> Police Officers (\$100/hr)                   | 2 Police Officers per   | 1 to 300 People |
| <input type="checkbox"/> Security Officers in Uniform                 | 3 Security Officers per | 1 to 300 People |
| <input type="checkbox"/> Private Citizens in Security Shirts or Vests | 4 Private Citizens per  | 1 to 300 People |

**Name of On-site Security Director:** RUSS ISAACSON **Cell Number:** \_\_\_\_\_

**E-mail:** russ.isaacson@gmail.com

**Comments:**

All leaders of the Utah Bloomington are assigned to provide security, to be vigilant for safety or security issues, and to contact law enforcement for any security issues as soon as they are noted.

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of the Special Event Permit. I also understand that the Police Department may require additional information as permitted by Ordinance, and also agree to supply the same.

**Applicant Signature:**

**Date:** 7/22/23

# SECURITY PLAN INFORMATION

1. Please list the names of the security personnel, age, and cell phone number:

First	Last	Age	Cell Phone Number
Russ	Isaacson		
Robert	Jensen		
Aaron	Sandvik		
Brad	Harr		
Marlin	Cardon		
Jay	Windward		

2. Please indicate the number of security personnel that will be roaming on the premises of the event: 17.

3. Please provide a detailed Security Plan:

All leaders of the Utah Bloomington are assigned to provide security, to be vigilant for safety or security issues, and to contact law enforcement for any security issues as soon as they are noted. Leaders will be dispersed throughout the event, including in the assigned parking lot areas and satellite parking lots.

4. Please mark on the site plan the locations of each security person:



May 28<sup>th</sup>, 2023

Re: Waiver of Event Permit Fee

To whom it may concern:

The Utah Bloomington Stake of the Church of Jesus Christ of Latter-Day Saints intends to sponsor a Bloomington Community Picnic on September 26, 2023 at the Bloomington Park. This has been an annual event held at the park for several years though due to COVID-19 protocols, the event was last held in 2019.

Due to the size of the event, an event permit is required and will be secured for the event. In years past, the fee to obtain the permit has typically been waived. In researching why the permit fee has been waived, I was able to locate the accompanying agreement in the Stake's files that dates back to 1982 and which grants the Stake access to use the park. I believe this agreement is the genesis of having the permit fee waived for the Stake's annual picnic. Additionally, I have attached a facility registration receipt dating to 2013 and showing no fees charged for the event. This is the earliest such receipt I could find in the Stake's records. I have found receipts from subsequent years showing that the fee was not charged.

Based on the history outlined above, the Stake kindly requests that permit fee continue to be waived in the future.

Sincerely,

Russ Isaacson  
High Councilor  
Bloomington Utah Stake



FINAL SIGNED COPY. →

AGREEMENT

AGREEMENT made on this 17 day of August, 1982, by and between THE ST. GEORGE, UTAH STAKE of THE CHURCH OF JESUS CHRIST OF LATTERDAY SAINTS (and its possible future divisions), hereinafter referred to as "Stake(s)", the BLOOMINGTON SERVICE AREA, hereinafter referred to as "Bloomington" and the City of ST. GEORGE, UTAH, hereinafter referred to as "City".

RECITALS

BLOOMINGTON is the owner of a certain parcel of real property being developed as a community park that will include a softball field, and its desirous of obtaining financial assistance to complete construction of the softball field.

STAKE(s) desires to contribute financial assistance to Bloomington for completion of the softball field, subject to certain conditions and privileges specified herein.

The Bloomington community park and softball field have been included in a petition for annexation into the City of St. George.

The parties hereto desire to reduce to writing their understanding and agreement with respect to completion, maintenance, use and scheduling of the softball field.

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Within a reasonable time after execution of this agreement, Stake(s) shall pay to Bloomington the sum of Ten Thousand Dollars (\$10,000.00), said sum to be used by Bloomington in completion of the above mentioned softball field.

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2. Within a reasonable time after execution of this agreement and receipt of said sum of \$10,000.00, Bloomington agrees to complete construction of said softball field and thereafter, to maintain said softball field in a neat, level and otherwise reasonable manner at its expense.

3. In the event that additional improvements or facilities for said softball field are mutually desired or required after initial completion of the softball field, the parties hereto agree that the cost and expense of such improvements or facilities shall be borne by the parties as may be agreed from time to time.

4. The parties hereto agree that from May 1st through September 30th of each calendar year, Stake(s) shall have preference in the use and scheduling of the softball fields on Tuesdays and Thursdays, and at all other times Stake(s) shall have equal treatment in the use and scheduling of the softball fields. Said scheduling to be completed at least two weeks prior to use, and shall be carried out with the proper governing authority.

5. The parties hereto agree that Stake(s) shall have a right to the use of the softball field in perpetuity. However, in the event that the parties should elect to terminate this agreement within ten (10) years from the date hereof, Bloomington shall return to Stake(s), on a straight-line depreciation basis, all monies expended or contributed by Stake(s) for the construction or improvement of said softball field and, further, that said monies shall be returned within thirty (30) days of the

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date of the written notice of termination. No money shall be returned upon mutually agreed termination after a ten (10) year period.

6. In the event that the community park and softball field are annexed into the City of St. George, Utah, City agrees to accept and perform all obligations and responsibilities of Bloomington as contained in this agreement, provided Bloomington completes construction of the softball field after receipt of \$10,000.00 as referred to in paragraph 2, above.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seal on the date first above written.

ST. GEORGE, UTAH STAKE OF THE  
CHURCH OF JESUS CHRIST OF  
LATTERDAY SAINTS

By *John A. Dennis*

BLOOMINGTON SERVICE AREA

By *Robert Lars*

THE CITY OF ST. GEORGE, UTAH

B. *Karl Brooks*



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2j

**Subject:**

Consider approval for the Lion's Dixie Round-Up Rodeo to have a Beer Garden during their event September 14, 15, 16, 2023 at the Dixie Sun Bowl.

**Item at-a-glance:**

Staff Contact: Sarah Reber

Applicant Name: Chad Drake

Reference Number: N/A

Address/Location:

150 South 400 East

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

This is the 3rd year the Lion's Club would like to hold a Beer Garden as part of their event in a fenced off, secured area.

**Staff Narrative (need/purpose):**

The Rodeo is enjoyed by the entire community and the Lion's Club helps all.

**Name of Legal Dept approver:** N/A

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval with the condition that the applicant obtain insurance with the correct endorsements prior to the event.

Date Received Application: 7/20/23  
Insurance Received: \_\_\_\_\_

Permit No: 00049337  
Date Issued: \_\_\_\_\_

**APPROVALS:**

Asst. City Manager: \_\_\_\_\_  
Date: \_\_\_\_\_

Fire: BR Date: 8/1/23

Conditions of approval: SEPC 8/1/23

Police: Please see the Security Plan Request Application for approval and conditions.

Other Staff Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Approval: \_\_\_\_\_  
Date: \_\_\_\_\_

Rev. 03-21-23

# SPECIAL EVENT PERMIT APPLICATION



City of St. George Special Events  
175 East 200 North  
St. George, UT 84770

Phone: 435-627-4712  
E-mail: events@sgcity.org

**TYPE OF ACTIVITY (check all that apply):**

- |  |                                  |  |  |   |                                    |
|--|----------------------------------|--|--|---|------------------------------------|
| <input type="checkbox"/> Film Production | <input type="checkbox"/> Parade  | <input checked="" type="checkbox"/> Cycling  | <input type="checkbox"/> 5K  | <input type="checkbox"/> Training Event | <input type="checkbox"/> Festival  |
| <input type="checkbox"/> Outdoors Sales  | <input type="checkbox"/> Fun Run | <input checked="" type="checkbox"/> Sporting | <input type="checkbox"/> 10K   | <input type="checkbox"/> Block Party    | <input type="checkbox"/> Religious |
|  |                                  | <input type="checkbox"/> Dance               | <input checked="" type="checkbox"/> Other: <u>Lion's Dixie Round-Up Annual Rodeo</u> |   |                                    |

Please print or type

**EVENT NAME:** Lion's Dixie Round-Up Rodeo

1. **Location of Event:** Dixie Sun Bowl

2. **Name of Organization:** St George Lion's Club

3. **Date(s) of Event:** September 14,15,16, 2023

**4. EVENT DETAILS:**

[enter Start & End times as HH:MM]

Set-up	Date: 9/7/23	Start time: 6:00 am	End time: 11:00 pm
Event	Date: September 14,15,16, 2023	Start time: 6:00 am	End time: 11:00 pm
Clean-up	Date: 9/17/23	Start time: 8:00 am	End time: 11:00 pm

Is this a Recurring Event? Yes If yes; daily, weekly or other? for the 3 days each year

Is this an Annual Event? Yes If yes; same date and place? Same place, different dates

**5. PARTICIPANTS**

# of Participants & Attendees expected: 6000 # of Volunteers/Event Staff: 100

Open to the Public  Private Group/Party

If event is open to the public, is it:  Entrance Fee/Ticketed Event;  Fee for Participants/Racers/Runners Only;  Free.

**6. APPLICANT INFORMATION**

**Name of Applicant:** Chad T Drake

**Address:** [REDACTED]

**Day Phone:** [REDACTED] **Cell/Other:** [REDACTED] **E-mail:** lionsdixieroundup@gmail.com

**Mailing Address (if different):** Same

**Event Web Address (if applicable):** stgeorgelions.com

**Alternate Contact For Event:** n/a

**Day Phone:** \_\_\_\_\_ **Cell/Other:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

7. VENDORS/FOOD/ALCOHOL (check all that apply)

Yes  No Are Vendors/Merchants selling products or services?  
If yes, Temporary Sales Tax Numbers are required from the Utah State Special Event Tax Division 801-297-6303

Yes  No Is Food available at the event? Description: Hot Dogs, Hamburgers, Cotton Candy, drinks

If yes, Is the food (please check all that apply)

Given away/pre-packaged  Catered by:  Prepared on site

Events which have Food available must contact the SW Utah Health Department for approval 435-986-2580

Yes  No Will Alcoholic Beverages be available at the event?

If yes, please check all that apply

Beer Stands  Fenced-in Beer Garden

Selling, Serving, Giving Away, Alcohol at an event requires City Council, City Business License and State Of Utah Department of Alcoholic Beverage Licensing approval 801-977-6800

8. TENTS/STAGES/STRUCTURES (include details on site map)

Yes  No Tents/Pop-up Canopies?

How many Tents/Pop-up Canopies will be used for the event? \_\_\_\_\_

Dimensions of Tents/Pop-up Canopies: \_\_\_\_\_

All large or enclosed tents/canopies require Inspections from the SG Fire Department 435-627-4150

Yes  No Temporary Stage? Dimensions of Stage: \_\_\_\_\_

Description of Tents/Canopies/Stage, etc.:

9. SITE SETUP/SOUND (check all that apply - please include details on site map)

Fencing/Scaffolding

Barricades (must obtain privately)

Portable Sanitary Units (must obtain privately)

Inflatables, Bounce House(s)  Generator(s) &  Certificate of Liability Insurance are required (must obtain privately)

Climbing Wall, Axe Throwing, Mechanical Bull, Zipline, &/or Dunk Tank  Certificate of Liability Insurance is required

Music If yes, check all that apply:  Acoustic  Amplified

PA/Audio System Type/Description:

Fireworks/Fire Performances/Open Flame Requires approval from SG Fire Dept. 435-627-4150

Propane/Gas On-site Requires approval from SG Fire Dept. 435-627-4150

Trash/Recycle Bin coordination On-site WCSW 435-673-2813

10. ROAD & SIDEWALK USE (please include details on site map)

Yes  No Will Roads & Sidewalks Be Used?

Yes  No Are you requesting Road &/or Sidewalk Closures?

An Encroachment Permit is required for Road Closures and Sidewalk Use.

To obtain the permit, contact SG City Public Works Dept. 435-627-4058 <https://www.sgcity.org/encroachment/>

Road Use and Closure Location: See attached Map and Color Coded Requests

Sidewalk Use Location:  Will stay on sidewalks and follow pedestrian laws.

Parade Permit App Location: Number of Floats:

11. SECURITY/OTHER (please complete and sign the Security Plan Approval Request Form, for approval of Security)

12. Application Fee is based on attendance, and charged per day, as follows:

\$75.00 for attendance under 300

\$150.00 for attendance over 300

Total: \$ 150.00 (payable to: City of St. George – Attn: Special Events, 175 East 200 North, St. George, UT 84770)

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the Permit.

Chad T Drake

Applicant's Name [PRINT]

7/20/2023

Applicant's Signature

Date

## EVENT DESCRIPTION

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PLEASE DESCRIBE YOUR EVENT IN DETAIL; ADD ANY ADDITIONAL INFORMATION OR PAGES.

- *Please be sure to include any elements of your event that will help with the approval of the event.*
- 

89th Annual Community Event, Lion's Dixie Round-up  
Flag Ceremony and Flag Jump from Airplane  
Mayor and City Council to Ride in the Grand Entry  
Grand Entry  
Bareback Bronc Riding  
Steer Wrestling  
Saddle Bronc Riding  
Tie Down Roping  
Mutton Bustin'  
Girls Barrel Racing  
Bull Riding

Saturday AM- Parade, 9/16/23

Saturday AM- WPRA Co-Approved Breakaway Roping



**Red**= Road Closure from 9/14-9/17

100 to 200 South on 400 East

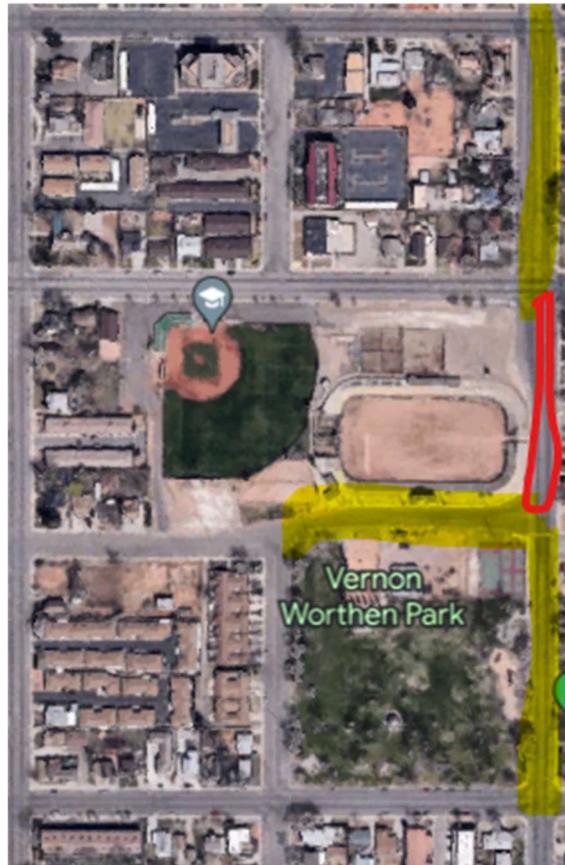
**Yellow**=Soft Closure from 4:00 PM-11:30 PM

9/14-9/16

Tabernacle to 100 South on 400 East,

200 South to 300 South on 400 East, and from

300 East to 400 East on 200 South



Date Received: 7/20/23  
Police Approved: \_\_\_\_\_

Permit No: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Approval with Comments:

## SECURITY PLAN APPROVAL REQUEST FORM



Rev. 09-20-22

All questions must be answered completely or application will not be considered. Please allow TEN (10) days for approval. Together with this application, please provide a written Security Plan including names of all security personnel.

**EVENT NAME:** Lion's Dixie Round-Up Rodeo

**Event Location:** Dixie Sun Bowl

**Type of Event:** Rodeo      **Do You Expect Any Protesters?**     YES     NO

**Date of Event:** September 14,15,16, 2023    **Hours of Event:**      6-11 pm

**Number of Expected Attendance:**    6000      **Occupancy Load:**      6000

**Name of Applicant:** Chad T Drake

**Address:** \_\_\_\_\_

**Day Phone:** \_\_\_\_\_      **Cell/Other:** 4 \_\_\_\_\_

**E-mail:** lionsdixieroundup@gmail.com

- Security Personnel must be 21 years old or older;
- A Security Director must be onsite at all times with a cell phone;
- Shirts or Vests must look the same. "SECURITY" must be stated on the shirt or vest so it is visible to the public and the Police Department.

**Please check applicable Security:**

The following will allow for the calculation of security required. The calculations will change depending on the type of event.

- |  |                                |                        |
|--|--------------------------------|------------------------|
| <input checked="" type="checkbox"/> <b>Police Officers (\$100/hr)</b>        | <b>2 Police Officers per</b>   | <b>1 to 300 People</b> |
| <input type="checkbox"/> <b>Security Officers in Uniform</b>                 | <b>3 Security Officers per</b> | <b>1 to 300 People</b> |
| <input type="checkbox"/> <b>Private Citizens in Security Shirts or Vests</b> | <b>4 Private Citizens per</b>  | <b>1 to 300 People</b> |

**Name of On-site Security Director:** Police Dept      **Cell Number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Comments:**

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of the Special Event Permit. I also understand that the Police Department may require additional information as permitted by Ordinance, and also agree to supply the same.

**Applicant Signature:** \_\_\_\_\_      **Date:** 7/20/20

# ALCOHOL SINGLE EVENT PERMIT APPLICATION



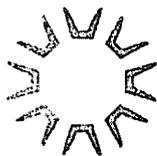
**St. George**  
THE BRIGHTER SIDE

City of St. George Special Events  
175 East 200 North  
St. George, UT 84770

Phone: 435-627-4712  
E-mail: events@sgcity.org

Rev. 7-01-22

1. Name of Organization: St George Lion's Club
2. Address: 301 East 100 South St George UT 84770  
Street City State Zip
3. Phone number: [REDACTED]
4. Person to contact: Chad Drake
5. Type of organization: (check one) Please include a list of officers.  
 Incorporation Association       Political Organization  
 Corporation       Limited Liability Co.  
 Partnership       Local Chapter  
 Church
6. Applicant's Name: Chad Drake [REDACTED]  
Social Security Number
7. Applicant's Residence Address: [REDACTED]  
Street City State Zip
8. Applicant's Phone Number: [REDACTED]
9. Name of Event: Lion's Dixie RoundUp
10. Purpose of Event: Charity, Give Back to the Community
11. Date(s) and Hours of Event: 9/14-9/16 6:00 PM-11:00 PM
12. Admission Charge: \$ 12.00 Attendance: 6000
13. Name of Location of Event: Sun Bowl
14. Address of Event: 150 S 400 E St George, UT 84790  
Street City State Zip



# St. George

THE BRIGHTER SIDE

## **INFORMATION REQUIRED TO OBTAIN AN ALCOHOL LICENSE**

City Manager approval is required to obtain an Alcohol Single Event Permit. The information must be received sixty (60) days prior to the event.

- Completed application for Special Event Permit <https://www.sgcity.org/specialevent>
- Notarized application for Alcohol Single Event Permit
- \$500.00 annual cost for Alcohol License/Local Consent
- \$50.00 non-refundable application fee
- Local Consent application from the State of Utah – Department of Alcohol.  
DABC phone number (801) 977-6800 [www.abc.utah.gov](http://www.abc.utah.gov)

The Business License officer may require additional information as needed.

### **The Alcohol License is not transferable.**

Employees, who will be authorized to sell, furnish or serve alcohol to the public, must complete an instruction seminar and maintain a current certification. Please contact Camille Jessop at Southwest Utah Public Health Department (435) 986-2563 for employee certification.

Must comply with all applicable laws prior to any alcohol being sold, consumed, or served at the establishment.

Under State section 328-1-304, no person who has been convicted of a felony; two or more convictions of driving under the influence of alcohol or drugs within the last five years; or any crime involving the sale, manufacture, distribution, warehousing, adulteration or transportation of alcoholic beverages, or involving moral turpitude may apply for or be granted a single event permit.

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City of St. George Licensing Department  
(435) 627-4740

Building Department  
(435) 627-4100

State of Utah – Department of Alcohol  
(801) 977-6800

Bureau of Criminal Identification  
(801) 965-4445

Fire Department  
(435) 627-4150

Health Department  
(435) 986-2580

Zoning Department  
(435) 627-4206

# SINGLE EVENT PERMIT

## Local Consent

**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises. **Authority:** Utah Code 32B-9-201

St. George

City  Town  County

Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: St George Lion's Club

Event Name: St George Lion's Dixie Round-Up Rodeo

Event location address: 150 South 400 East St George, UT 84770

Street

city

state

zip

On the 14, 15, 16

day(s) of September

2023

dates

month

year

during the hours of 6-11 pm

define hours from and to

, pursuant to the provision of Utah Code 32B-9 for

the sale of (Check all that apply):  Beer  Heavy Beer  Wine  Flavored Malt Beverages  Liquor

We are recommending this entity as conducting a civic or community enterprise\*

Yes

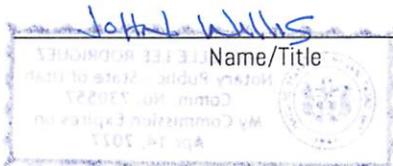
No

NOT providing a recommendation

**\*As Part of local consent required by 32B-9-201 (1) (c), the locality may provide a recommendation as to whether the entity is conducting a civic or community enterprise.** A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

  
Authorized Signature

, City Manager



Name/Title

8/9/23  
Date

Criminal History. The City Ordinance prohibits any person who has been convicted of a felony or of any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or who has pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance from holding a single event permit. No partnership, limited liability company, corporation, or other entity, holding any interest greater than twenty percent (20%) shall be issued a permit if any of its partners, members, trustees, officers, directors or shareholders have been convicted of a felony or any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or have pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance.

Please list all criminal offense of which you or any of the above persons have ever been convicted. If none, the undersigned applicant attests that the above persons have not been convicted of any disqualifying criminal offenses

Name	Criminal Offense	Date of Conviction

The undersigned hereby makes application to the City of St. George for a single event permit and certifies the information contained herein and attached hereto is true and correct.

21 day of July, 2023.

Arnd T. Duda  
Authorized Applicant Signature

Chairman  
Title

STATE OF Utah

COUNTY OF Weber

SUBSCRIBED AND SWORN TO me before this 21<sup>ST</sup> day of July, 2023.

Michelle Lee Rodriguez  
Notary Public

My Commission Expires: 04.14.2027



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## [Events] Lion's Dixie Round-Up

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**Lion's Dixie Roundup** <lionsdixieroundup@gmail.com>

Thu, Jul 20, 2023 at 5:23 PM

To: Chad Drake <[REDACTED]>, events@sgcity.org, sara.reber@sgcity.org

Hello, please see attached application for the special Event Permit, for the Lion's Dixie Round-up.

To St George City Council,

The St George Lion's Club is requesting that you would be so kind as to waive the following fees associated with putting this event on as all proceeds go back into the community of St George and this is a non-profit event.

Please waive the following fees:

Special Event Fee

Sub License Fees

Annual Alcohol Permit Fee

Local Consent Fee

Encroachment Permit Fees

Security Fees

Water Hydrant Meter Fee and Deposit Application Fee

Your consideration of waiving these fees to put on this event is greatly appreciated. If you have any questions, please call me. Thank you

### **Lions' Dixie Round-Up Committee 2023**

Chad Drake -Chairman [REDACTED]

Wade Milne and Dave Wulfenstein Co-Chairs

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#### **2 attachments**



**Sunbowl Permit Drawings.pdf**

780K



**St George City Special Event Permit.pdf**

4130K



# SW Utah District Board of Health Division of Environmental Health Food Permit Granted to

Expires September 16

# 2023

09/14/2023

Date Issued

2467

Permit Number

St. George Lions Club

Owner

to maintain and operate

ZT2 St. George Lions Club

Name of Food Establishment

a food establishment at

Dixie Round Up

Street Address

SAINT GEORGE

City

UT

State

84770

Zip

Permits to operate and annual fee permits are NOT TRANSFERABLE. Those references above are valid ONLY for this owner. Permits become VOID on change of ownership. New owners must apply for new Permit(s) prior to beginning operations.



# SW Utah District Board of Health Division of Environmental Health Food Permit Granted to

Expires September 16

# 2023

09/14/2023

Date Issued

2467

Permit Number

St. George Lions Club

Owner

to maintain and operate

ZT2 St. George Lions Club

Name of Food Establishment

a food establishment at

Dixie Round Up

Street Address

SAINT GEORGE

City

UT

State

84770

Zip

Permits to operate and annual fee permits are NOT TRANSFERABLE. Those references above are valid ONLY for this owner. Permits become VOID on change of ownership. New owners must apply for new Permit(s) prior to beginning operations.



September 14<sup>th</sup> - 16<sup>th</sup>



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2j

**Subject:**

Consider approval of the continued sponsorship of the Lion's Dixie Round Up Rodeo organized by the St George Lions Club on September 14, 15, 16, 2023 at the Dixie Sun Bowl.

**Item at-a-glance:**

Staff Contact: Sarah Reber

Applicant Name: Chad Drake

Reference Number: N/A

Address/Location:

150 South 400 East

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

This annual event held at the Dixie Sun Bowl includes evening rodeos Thursday-Saturday from 7:00-11:00pm, a parade on Saturday at 9:00am. The sponsorship request includes fee waivers of the following: 1) Special Event Permit fee (\$150/day), 2) Sublicense fees; 3) Annual Alcohol permit fee (\$500); 4) Local Consent fee (\$50); 5) Encroachment fees; 6) Security fees; 7) Water hydrant fee ; and 8) Deposit application fee.

**Staff Narrative (need/purpose):**

The St George Lions Club is a non profit organization and all proceeds from the annual rodeo are given back to the members of the community.

**Name of Legal Dept approver:** N/A

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval with the conditions that the Special Event Application, Encroachment permit Application, Parade Application, and DABS Single Event Permits are approved prior to event date.

Date Received Application: 7/20/23  
Insurance Received: \_\_\_\_\_

Permit No: 00049337  
Date Issued: \_\_\_\_\_

**APPROVALS:**

Asst. City Manager: \_\_\_\_\_  
Date: \_\_\_\_\_

Fire: BR Date: 8/1/23

Conditions of approval: SEPC 8/1/23

Police: Please see the Security Plan Request Application for approval and conditions.

Other Staff Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Approval: \_\_\_\_\_  
Date: \_\_\_\_\_

Rev. 03-21-23

# SPECIAL EVENT PERMIT APPLICATION



City of St. George Special Events  
175 East 200 North  
St. George, UT 84770

Phone: 435-627-4712  
E-mail: events@sgcity.org

**TYPE OF ACTIVITY (check all that apply):**

- |  |                                  |  |  |   |                                    |
|--|----------------------------------|--|--|---|------------------------------------|
| <input type="checkbox"/> Film Production | <input type="checkbox"/> Parade  | <input checked="" type="checkbox"/> Cycling  | <input type="checkbox"/> 5K  | <input type="checkbox"/> Training Event | <input type="checkbox"/> Festival  |
| <input type="checkbox"/> Outdoors Sales  | <input type="checkbox"/> Fun Run | <input checked="" type="checkbox"/> Sporting | <input type="checkbox"/> 10K   | <input type="checkbox"/> Block Party    | <input type="checkbox"/> Religious |
|  |                                  | <input type="checkbox"/> Dance               | <input checked="" type="checkbox"/> Other: <u>Lion's Dixie Round-Up Annual Rodeo</u> |   |                                    |

Please print or type

**EVENT NAME:** Lion's Dixie Round-Up Rodeo

1. **Location of Event:** Dixie Sun Bowl

2. **Name of Organization:** St George Lion's Club

3. **Date(s) of Event:** September 14,15,16, 2023

**4. EVENT DETAILS:**

[enter Start & End times as HH:MM]

Set-up	Date: 9/7/23	Start time: 6:00 am	End time: 11:00 pm
Event	Date: September 14,15,16, 2023	Start time: 6:00 am	End time: 11:00 pm
Clean-up	Date: 9/17/23	Start time: 8:00 am	End time: 11:00 pm

Is this a Recurring Event? Yes If yes; daily, weekly or other? for the 3 days each year

Is this an Annual Event? Yes If yes; same date and place? Same place, different dates

**5. PARTICIPANTS**

# of Participants & Attendees expected: 6000 # of Volunteers/Event Staff: 100

Open to the Public  Private Group/Party

If event is open to the public, is it:  Entrance Fee/Ticketed Event;  Fee for Participants/Racers/Runners Only;  Free.

**6. APPLICANT INFORMATION**

**Name of Applicant:** Chad T Drake

**Address:** [REDACTED]

**Day Phone:** [REDACTED] **Cell/Other:** [REDACTED] **E-mail:** lionsdixieroundup@gmail.com

**Mailing Address (if different):** Same

**Event Web Address (if applicable):** stgeorgelions.com

**Alternate Contact For Event:** n/a

**Day Phone:** \_\_\_\_\_ **Cell/Other:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

7. VENDORS/FOOD/ALCOHOL (check all that apply)

Yes  No Are Vendors/Merchants selling products or services?
If yes, Temporary Sales Tax Numbers are required from the Utah State Special Event Tax Division 801-297-6303

Yes  No Is Food available at the event? Description: Hot Dogs, Hamburgers, Cotton Candy, drinks
If yes, Is the food (please check all that apply)
 Given away/pre-packaged  Catered by:  Prepared on site
Events which have Food available must contact the SW Utah Health Department for approval 435-986-2580

Yes  No Will Alcoholic Beverages be available at the event?
If yes, please check all that apply
 Beer Stands  Fenced-in Beer Garden
Selling, Serving, Giving Away, Alcohol at an event requires City Council, City Business License and
State Of Utah Department of Alcoholic Beverage Licensing approval 801-977-6800

8. TENTS/STAGES/STRUCTURES (include details on site map)

Yes  No Tents/Pop-up Canopies?
How many Tents/Pop-up Canopies will be used for the event?
Dimensions of Tents/Pop-up Canopies:
All large or enclosed tents/canopies require Inspections from the SG Fire Department 435-627-4150

Yes  No Temporary Stage? Dimensions of Stage:

Description of Tents/Canopies/Stage, etc.:

9. SITE SETUP/SOUND (check all that apply - please include details on site map)

- Fencing/Scaffolding
 Barricades (must obtain privately)
 Portable Sanitary Units (must obtain privately)
 Inflatables, Bounce House(s)  Generator(s) &  Certificate of Liability Insurance are required (must obtain privately)
 Climbing Wall, Axe Throwing, Mechanical Bull, Zipline, &/or Dunk Tank  Certificate of Liability Insurance is required
 Music If yes, check all that apply:  Acoustic  Amplified
 PA/Audio System Type/Description:
 Fireworks/Fire Performances/Open Flame Requires approval from SG Fire Dept. 435-627-4150
 Propane/Gas On-site Requires approval from SG Fire Dept. 435-627-4150
 Trash/Recycle Bin coordination On-site WCSW 435-673-2813

10. ROAD & SIDEWALK USE (please include details on site map)

Yes  No Will Roads & Sidewalks Be Used?
 Yes  No Are you requesting Road &/or Sidewalk Closures?
An Encroachment Permit is required for Road Closures and Sidewalk Use.
To obtain the permit, contact SG City Public Works Dept. 435-627-4058 https://www.sgcity.org/encroachment/

- Road Use and Closure Location: See attached Map and Color Coded Requests
 Sidewalk Use Location:  Will stay on sidewalks and follow pedestrian laws.
 Parade Permit App Location: Number of Floats:

11. SECURITY/OTHER (please complete and sign the Security Plan Approval Request Form, for approval of Security)

12. Application Fee is based on attendance, and charged per day, as follows:

- \$75.00 for attendance under 300
 \$150.00 for attendance over 300

Total: \$ 150.00 (payable to: City of St. George – Attn: Special Events, 175 East 200 North, St. George, UT 84770)

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the Permit.

Chad T Drake

Applicant's Name [PRINT]

7/20/2023

Applicant's Signature

Date

## EVENT DESCRIPTION

---

PLEASE DESCRIBE YOUR EVENT IN DETAIL; ADD ANY ADDITIONAL INFORMATION OR PAGES.

- *Please be sure to include any elements of your event that will help with the approval of the event.*
- 

89th Annual Community Event, Lion's Dixie Round-up  
Flag Ceremony and Flag Jump from Airplane  
Mayor and City Council to Ride in the Grand Entry  
Grand Entry  
Bareback Bronc Riding  
Steer Wrestling  
Saddle Bronc Riding  
Tie Down Roping  
Mutton Bustin'  
Girls Barrel Racing  
Bull Riding

Saturday AM- Parade, 9/16/23

Saturday AM- WPRA Co-Approved Breakaway Roping



**Red**= Road Closure from 9/14-9/17

100 to 200 South on 400 East

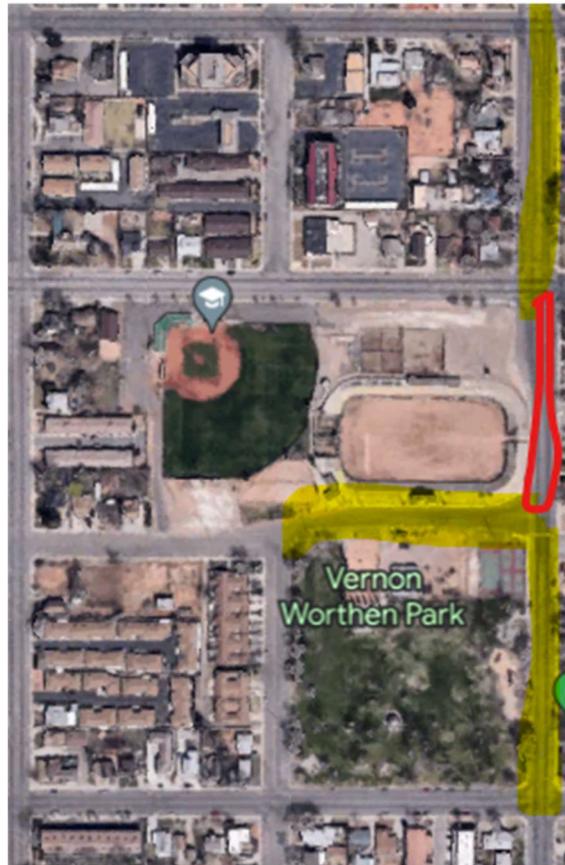
**Yellow**=Soft Closure from 4:00 PM-11:30 PM

9/14-9/16

Tabernacle to 100 South on 400 East,

200 South to 300 South on 400 East, and from

300 East to 400 East on 200 South



Date Received: 7/20/23  
Police Approved: \_\_\_\_\_

Permit No: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Approval with Comments:

## SECURITY PLAN APPROVAL REQUEST FORM



Rev. 09-20-22

All questions must be answered completely or application will not be considered. Please allow TEN (10) days for approval. Together with this application, please provide a written Security Plan including names of all security personnel.

EVENT NAME: Lion's Dixie Round-Up Rodeo

Event Location: Dixie Sun Bowl

Type of Event: Rodeo Do You Expect Any Protesters?  YES  NO

Date of Event: September 14,15,16, 2023 Hours of Event: 6-11 pm

Number of Expected Attendance: 6000 Occupancy Load: 6000

Name of Applicant: Chad T Drake

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Cell/Other: 4 \_\_\_\_\_

E-mail: lionsdixieroundup@gmail.com

- Security Personnel must be 21 years old or older;
- A Security Director must be onsite at all times with a cell phone;
- Shirts or Vests must look the same. "SECURITY" must be stated on the shirt or vest so it is visible to the public and the Police Department.

### Please check applicable Security:

The following will allow for the calculation of security required. The calculations will change depending on the type of event.

- |   |                         |                 |
|---|-------------------------|-----------------|
| <input checked="" type="checkbox"/> Police Officers (\$100/hr)        | 2 Police Officers per   | 1 to 300 People |
| <input type="checkbox"/> Security Officers in Uniform                 | 3 Security Officers per | 1 to 300 People |
| <input type="checkbox"/> Private Citizens in Security Shirts or Vests | 4 Private Citizens per  | 1 to 300 People |

Name of On-site Security Director: Police Dept Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Comments:

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of the Special Event Permit. I also understand that the Police Department may require additional information as permitted by Ordinance, and also agree to supply the same.

Applicant Signature: \_\_\_\_\_ Date: 7/20/20

# ALCOHOL SINGLE EVENT PERMIT APPLICATION



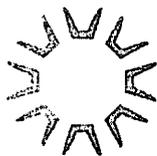
**St. George**  
THE BRIGHTER SIDE

City of St. George Special Events  
175 East 200 North  
St. George, UT 84770

Phone: 435-627-4712  
E-mail: events@sgcity.org

Rev. 7-01-22

1. Name of Organization: St George Lion's Club
2. Address: 301 East 100 South St George UT 84770  
Street City State Zip
3. Phone number: [REDACTED]
4. Person to contact: Chad Drake
5. Type of organization: (check one) Please include a list of officers.  
 Incorporation Association       Political Organization  
 Corporation       Limited Liability Co.  
 Partnership       Local Chapter  
 Church
6. Applicant's Name: Chad Drake [REDACTED]  
Social Security Number
7. Applicant's Residence Address: [REDACTED]  
Street City State Zip
8. Applicant's Phone Number: [REDACTED]
9. Name of Event: Lion's Dixie RoundUp
10. Purpose of Event: Charity, Give Back to the Community
11. Date(s) and Hours of Event: 9/14-9/16 6:00 PM-11:00 PM
12. Admission Charge: \$ 12.00 Attendance: 6000
13. Name of Location of Event: Sun Bowl
14. Address of Event: 150 S 400 E St George, UT 84790  
Street City State Zip



# St. George

THE BRIGHTER SIDE

## **INFORMATION REQUIRED TO OBTAIN AN ALCOHOL LICENSE**

City Manager approval is required to obtain an Alcohol Single Event Permit. The information must be received sixty (60) days prior to the event.

- Completed application for Special Event Permit <https://www.sgcity.org/specialevent>
- Notarized application for Alcohol Single Event Permit
- \$500.00 annual cost for Alcohol License/Local Consent
- \$50.00 non-refundable application fee
- Local Consent application from the State of Utah – Department of Alcohol.  
DABC phone number (801) 977-6800 [www.abc.utah.gov](http://www.abc.utah.gov)

The Business License officer may require additional information as needed.

### **The Alcohol License is not transferable.**

Employees, who will be authorized to sell, furnish or serve alcohol to the public, must complete an instruction seminar and maintain a current certification. Please contact Camille Jessop at Southwest Utah Public Health Department (435) 986-2563 for employee certification.

Must comply with all applicable laws prior to any alcohol being sold, consumed, or served at the establishment.

Under State section 328-1-304, no person who has been convicted of a felony; two or more convictions of driving under the influence of alcohol or drugs within the last five years; or any crime involving the sale, manufacture, distribution, warehousing, adulteration or transportation of alcoholic beverages, or involving moral turpitude may apply for or be granted a single event permit.

---

City of St. George Licensing Department  
(435) 627-4740

Building Department  
(435) 627-4100

State of Utah – Department of Alcohol  
(801) 977-6800

Bureau of Criminal Identification  
(801) 965-4445

Fire Department  
(435) 627-4150

Health Department  
(435) 986-2580

Zoning Department  
(435) 627-4206

**SINGLE EVENT PERMIT**  
**Local Consent**

**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises. **Authority:** Utah Code 32B-9-201

St. George \_\_\_\_\_,  City  Town  County  
Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: St George Lion's Club

Event Name: St George Lion's Dixie Round-Up Rodeo

Event location address: 150 South 400 East St George, UT 84770  
Street city state zip

On the 14, 15, 16 day(s) of September, 2023  
dates month year

during the hours of 6-11 pm, pursuant to the provision of Utah Code 32B-9 for  
define hours from and to

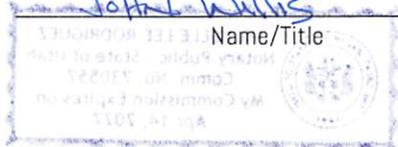
the sale of (Check all that apply):  Beer  Heavy Beer  Wine  Flavored Malt Beverages  Liquor

We are recommending this entity as conducting a civic or community enterprise\*  Yes  No

NOT providing a recommendation

**\*As Part of local consent required by 32B-9-201 (1) (c), the locality may provide a recommendation as to whether the entity is conducting a civic or community enterprise.** A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

  
\_\_\_\_\_  
Authorized Signature

John Willes, City Manager  
\_\_\_\_\_  
Name/Title  


8/9/23  
\_\_\_\_\_  
Date

Criminal History. The City Ordinance prohibits any person who has been convicted of a felony or of any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or who has pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance from holding a single event permit. No partnership, limited liability company, corporation, or other entity, holding any interest greater than twenty percent (20%) shall be issued a permit if any of its partners, members, trustees, officers, directors or shareholders have been convicted of a felony or any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or have pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance.

Please list all criminal offense of which you or any of the above persons have ever been convicted. If none, the undersigned applicant attests that the above persons have not been convicted of any disqualifying criminal offenses

Name	Criminal Offense	Date of Conviction

The undersigned hereby makes application to the City of St. George for a single event permit and certifies the information contained herein and attached hereto is true and correct.

21 day of July, 2023.

Arnd T. Duda  
Authorized Applicant Signature

Chairman  
Title

STATE OF Utah

COUNTY OF Weber

SUBSCRIBED AND SWORN TO me before this 21<sup>ST</sup> day of July, 2023.

Michelle Lee Rodriguez  
Notary Public

My Commission Expires: 04.14.2027



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## [Events] Lion's Dixie Round-Up

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**Lion's Dixie Roundup** <lionsdixieroundup@gmail.com>

Thu, Jul 20, 2023 at 5:23 PM

To: Chad Drake <[REDACTED]>, events@sgcity.org, sara.reber@sgcity.org

Hello, please see attached application for the special Event Permit, for the Lion's Dixie Round-up.

To St George City Council,

The St George Lion's Club is requesting that you would be so kind as to waive the following fees associated with putting this event on as all proceeds go back into the community of St George and this is a non-profit event.

Please waive the following fees:

Special Event Fee

Sub License Fees

Annual Alcohol Permit Fee

Local Consent Fee

Encroachment Permit Fees

Security Fees

Water Hydrant Meter Fee and Deposit Application Fee

Your consideration of waiving these fees to put on this event is greatly appreciated. If you have any questions, please call me. Thank you

### **Lions' Dixie Round-Up Committee 2023**

Chad Drake -Chairman [REDACTED]

Wade Milne and Dave Wulfenstein Co-Chairs

---

#### **2 attachments**



**Sunbowl Permit Drawings.pdf**

780K



**St George City Special Event Permit.pdf**

4130K



# SW Utah District Board of Health Division of Environmental Health Food Permit Granted to

Expires September 16

# 2023

09/14/2023

Date Issued

2467

Permit Number

St. George Lions Club

Owner

to maintain and operate

ZT2 St. George Lions Club

Name of Food Establishment

a food establishment at

Dixie Round Up

Street Address

SAINT GEORGE

City

UT

State

84770

Zip

Permits to operate and annual fee permits are NOT TRANSFERABLE. Those references above are valid ONLY for this owner. Permits become VOID on change of ownership. New owners must apply for new Permit(s) prior to beginning operations.



# SW Utah District Board of Health Division of Environmental Health Food Permit Granted to

Expires September 16

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City

UT

State

84770

Zip

Permits to operate and annual fee permits are NOT TRANSFERABLE. Those references above are valid ONLY for this owner. Permits become VOID on change of ownership. New owners must apply for new Permit(s) prior to beginning operations.



September 14<sup>th</sup> - 16<sup>th</sup>



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 2k

**Subject:**

Consider approval to continue sponsorship of the annual Juan Festival event organized by Canyon Media on October 14, 2023 at Vernon Worthen Park.

**Item at-a-glance:**

Staff Contact: Sarah Reber

Applicant Name: Pedro M. Lopez

Reference Number: N/A

Address/Location:

300 South 400 East

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

This event started in 2017. The sponsorship includes: 1) Fee waiver for the Special Event Permit fee (\$150/day); 2) Fee waiver for the park reservation (\$400/day); 3) Setup big stage; 4) Extra trash cans and liners; 5) Firetruck and flag on display (\$210/hour); and 6) St. George Police to provide a booth for interaction with public.

**Staff Narrative (need/purpose):**

This annual festival highlights all Mexican/Hispanic/Latin cultures to be enjoyed by our entire community.

**Name of Legal Dept approver:** N/A

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Recommend approval of this sponsorship request

Date Received Application: 4/14/23 Permit No: 00041021  
 Insurance Received: \_\_\_\_\_ Date Issued: \_\_\_\_\_

**APPROVALS:**  
 Asst. City Manager: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Fire: \_\_\_\_\_ Date: \_\_\_\_\_  
 Conditions of approval: \_\_\_\_\_  
 Police: Please see the Security Plan Request Application for approval and conditions.  
 Other Staff Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Legal Approval: \_\_\_\_\_  
 Date: \_\_\_\_\_ Rev. 03-21-23

**SPECIAL EVENT PERMIT APPLICATION**



City of St. George Special Events  
 175 East 200 North  
 St. George, UT 84770

Phone: 435-627-4712  
 E-mail: events@sgcity.org

**TYPE OF ACTIVITY** (check all that apply):

<input type="checkbox"/> Film Production	<input type="checkbox"/> Parade	<input type="checkbox"/> Cycling	<input type="checkbox"/> 5K	<input type="checkbox"/> Training Event	<input checked="" type="checkbox"/> Festival
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Fun Run	<input type="checkbox"/> Sporting	<input type="checkbox"/> 10K	<input type="checkbox"/> Block Party	<input type="checkbox"/> Religious
		<input checked="" type="checkbox"/> Dance	<input type="checkbox"/> Other: <u>MUSIC CONCERT</u>		

Please print or type

**EVENT NAME:** Festival de Juan

**1. Location of Event:** Vernon Worthen Park

**2. Name of Organization:** Canyon Media

**3. Date(s) of Event:** Oct 14 2023

**4. EVENT DETAILS:** [enter Start & End times as HH:MM]

Set-up	Date: <u>OCT 14 2023</u>	Start time: <u>2 PM</u>	End time: <u>10 PM</u>
Event	Date: <u>OCT 14 2023</u>	Start time: <u>4 PM</u>	End time: <u>10 PM</u>
Clean-up	Date: <u>OCT 14 2023</u>	Start time: <u>10 PM</u>	End time: <u>11:30 PM</u>

Is this a Recurring Event? NO If yes; daily, weekly or other?  
 Is this an Annual Event? YES If yes; same date and place? YES

**5. PARTICIPANTS**  
 # of Participants & Attendees expected: 1000+ # of Volunteers/Event Staff: 40

Open to the Public  Private Group/Party  
 If event is open to the public, is it:  Entrance Fee/Ticketed Event;  Fee for Participants/Racers/Runners Only;  Free.

**6. APPLICANT INFORMATION**

**Name of Applicant:** PEDRO M. LOPEZ (CANYON MEDIA JUAN 106 FM)

**Address:** \_\_\_\_\_

**Day Phone:** \_\_\_\_\_ **Cell/Other:** \_\_\_\_\_ **E-mail:** PEDRO@CANYONMEDIA.NET

**Mailing Address (if different):** \_\_\_\_\_

**Event Web Address (if applicable):** \_\_\_\_\_

**Alternate Contact For Event:** SULEYMA PLANCARTE

**Day Phone:** \_\_\_\_\_ **Cell/Other:** \_\_\_\_\_ **E-mail:** SULEYMA@CANYONMEDIA.NET

7. VENDORS/FOOD/ALCOHOL (check all that apply)

Yes  No Are Vendors/Merchants selling products or services?  
 If yes, Temporary Sales Tax Numbers are required from the Utah State Special Event Tax Division 801-297-6303

Yes  No Is Food available at the event? Description: \_\_\_\_\_  
 If yes, Is the food (please check all that apply)  
 Given away/pre-packaged  Catered by: \_\_\_\_\_  Prepared on site  
 Events which have Food available must contact the SW Utah Health Department for approval 435-986-2580

Yes  No Will Alcoholic Beverages be available at the event?  
 If yes, please check all that apply  
 Beer Stands  Fenced-in Beer Garden  
 Selling, Serving, Giving Away, Alcohol at an event requires City Council, City Business License and State Of Utah Department of Alcoholic Beverage Licensing approval 801-977-6800

8. TENTS/STAGES/STRUCTURES (include details on site map)

Yes  No Tents/Pop-up Canopies?  
 How many Tents/Pop-up Canopies will be used for the event? 10+  
 Dimensions of Tents/Pop-up Canopies: 10x10  
 All large or enclosed tents/canopies require Inspections from the SG Fire Department 435-627-4150

Yes  No Temporary Stage? Dimensions of Stage: CITY STAGE  
 Description of Tents/Canopies/Stage, etc.: \_\_\_\_\_

9. SITE SETUP/SOUND (check all that apply - please include details on site map)

Fencing/Scaffolding  
 Barricades (must obtain privately)  
 Portable Sanitary Units (must obtain privately)  
 Inflatables, Bounce House(s)  Generator(s) &  Certificate of Liability Insurance are required (must obtain privately)  
 Climbing Wall, Axe Throwing, Mechanical Bull, Zipline, &/or Dunk Tank  Certificate of Liability Insurance is required  
 Music If yes, check all that apply:  Acoustic  Amplified  
 PA/Audio System Type/Description: \_\_\_\_\_  
 Fireworks/Fire Performances/Open Flame Requires approval from SG Fire Dept. 435-627-4150  
 Propane/Gas On-site Requires approval from SG Fire Dept. 435-627-4150  
 Trash/Recycle Bin coordination On-site WCSW 435-673-2813

10. ROAD & SIDEWALK USE (please include details on site map)

Yes  No Will Roads & Sidewalks Be Used?  
 Yes  No Are you requesting Road &/or Sidewalk Closures?  
 An Encroachment Permit is required for Road Closures and Sidewalk Use.  
 To obtain the permit, contact SG City Public Works Dept. 435-627-4058 <https://www.sgcity.org/encroachment/>

Road Use and Closure Location: 300 S BETWEEN 300 E & 400 E.  
 Sidewalk Use Location:  Will stay on sidewalks and follow pedestrian laws.  
 Parade Permit App Location: Number of Floats: \_\_\_\_\_

11. SECURITY/OTHER (please complete and sign the Security Plan Approval Request Form, for approval of Security)

12. Application Fee is based on attendance, and charged per day, as follows:

- \$75.00 for attendance under 300
- \$150.00 for attendance over 300

Total: \$ \_\_\_\_\_ (payable to: City of St. George – Attn: Special Events, 175 East 200 North, St. George, UT 84770)

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the Permit.

Pedro M. Lopez  
Applicant's Name [PRINT]

Pedro M. Lopez  
Applicant's Signature

Apr/14/2023  
Date

## EVENT DESCRIPTION

---

PLEASE DESCRIBE YOUR EVENT IN DETAIL; ADD ANY ADDITIONAL INFORMATION OR PAGES.

- *Please be sure to include any elements of your event that will help with the approval of the event.*
-

Date Received Vendor List: \_\_\_\_\_ Permit No: 00041021  
 Payment Received: \_\_\_\_\_ Date Completed: \_\_\_\_\_

## SUB-LICENSE FEE(S)



Please make check payable to: CITY OF ST. GEORGE

City of St. George Special Events Phone: 435-627-4712  
 175 East 200 North E-mail: events@sgcity.org  
 St. George, UT 84770

EVENT NAME: FESTIVAL DE JUAN 106 FM CONTACT PHONE: (435) 256-2414 / (435) 772-1344  
 EVENT DATE(S): OCT/14/2023 EVENT LOCATION: VERNON WORTHEN PARK

## VENDOR INFORMATION

Please provide the following information for all vendors. The sub-license fee for each vendor is \$5.00. Special Event Tax Numbers are required for each Vendor, 801-297-6303. Those Vendors selling, giving away, or preparing food on site are required to obtain approval from the Southwest Utah Public Health Department, 435-986-2580.

#	Vendor Name	Vendor Phone #	Product or Service to be offered at Event	Payment \$5.00
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

## DETAILED SITE PLAN/MAP

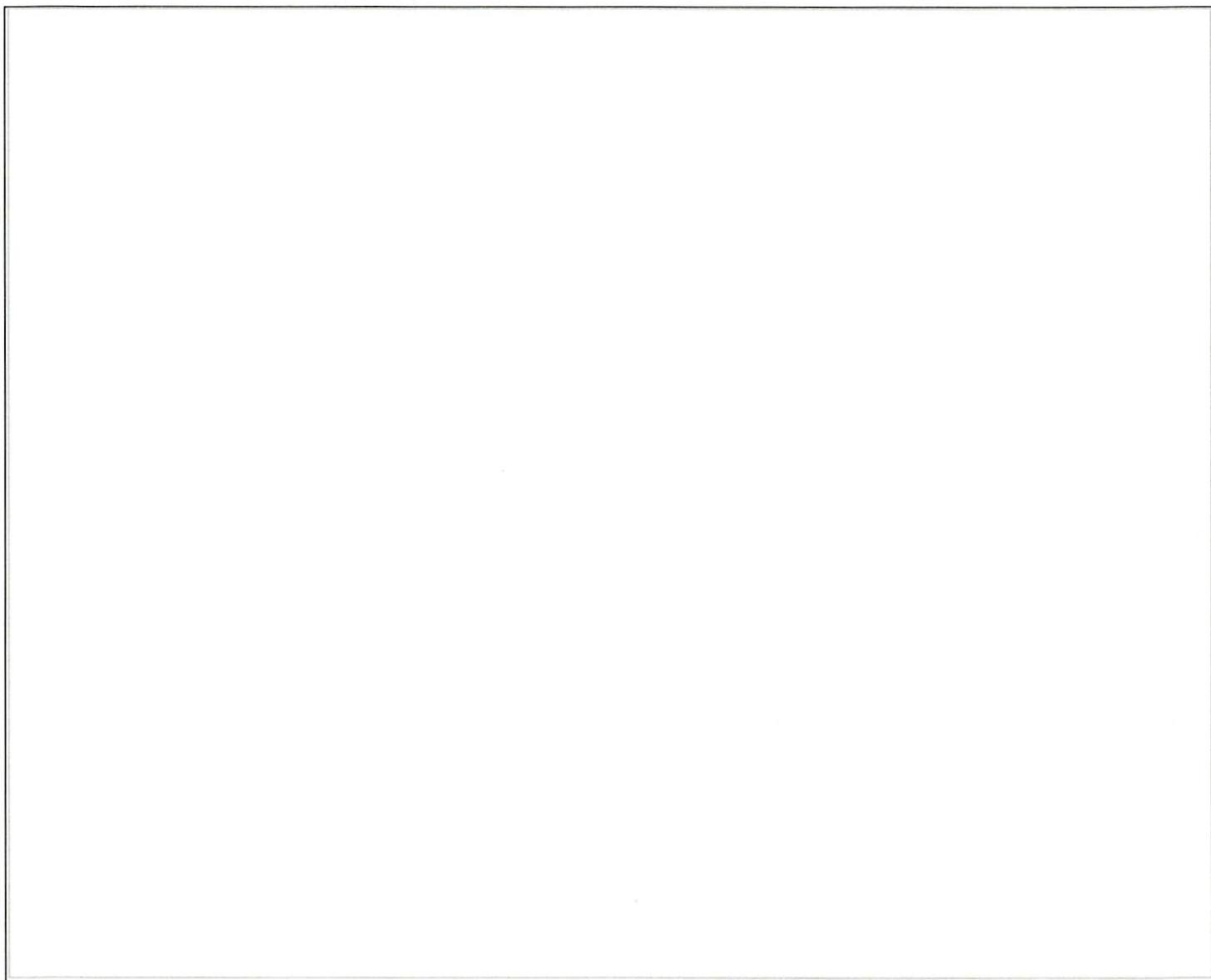
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PLEASE INCLUDE [OR  ATTACH] A DETAILED SITE PLAN AND/OR ROUTE MAP. COMPUTER OR HAND-DRAWN SITE PLANS ARE APPROPRIATE.

Your map **must include**:

- The names of streets, placement of barricades, and/or road/sidewalk closures
- The areas where participants and vendors/merchants will park
- Parade forming and disbanding areas, bleachers, etc.
- Vendor and booth placement, tables, etc.
- Portable toilets, dumpsters, fencing
- Location of security personnel, information booth, lost and found booth
- Stage, tents and materials, storage, inflatable amusement devices, table placement, etc. used in the event.

North





**Festival De Juan 2022  
4-10PM**

Booths y Food  
Vendors Pueden  
Llegar desde las  
2-3:30pm  
Setup from  
2-3:30pm

Vernon Worthen Park

300 S  
Estara Cerada Todo  
El Dia  
300 S Closed all day

Entrar Aqui  
Enter Here

Juan  
Booth

Food Vendors

Booths

Stage

Police Depts

Restrooms

**SECURITY X**

Date Received: 4/14/23  
Police Approved: \_\_\_\_\_

Permit No: 00041021  
Date Issued: \_\_\_\_\_

Approval with Comments:

# SECURITY PLAN APPROVAL REQUEST FORM



Rev. 09-20-22

All questions must be answered completely or application will not be considered. Please allow TEN (10) days for approval. Together with this application, please provide a written Security Plan including names of all security personnel.

EVENT NAME: FESTIVAL DE JUAN 106FM

Event Location: VERNON WORTHEN PARK

Type of Event: FESTIVAL/CONCERT Do You Expect Any Protesters?  YES  NO

Date of Event: OCT 14 2023 Hours of Event: 4pm - 10:30pm

Number of Expected Attendance: 1000+ Occupancy Load:

Name of Applicant: PEDRO M. LOPEZ (CANYON MEDIA)

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Cell/Other: \_\_\_\_\_

E-mail: PEDRO@CANYONMEDIA.NET

- Security Personnel must be 21 years old or older;
- A Security Director must be onsite at all times with a cell phone;
- Shirts or Vests must look the same. "SECURITY" must be stated on the shirt or vest so it is visible to the public and the Police Department.

### Please check applicable Security:

The following will allow for the calculation of security required. The calculations will change depending on the type of event.

- |  |                         |                 |
|--|-------------------------|-----------------|
| <input type="checkbox"/> Police Officers (\$100/hr)                              | 2 Police Officers per   | 1 to 300 People |
| <input type="checkbox"/> Security Officers in Uniform                            | 3 Security Officers per | 1 to 300 People |
| <input checked="" type="checkbox"/> Private Citizens in Security Shirts or Vests | 4 Private Citizens per  | 1 to 300 People |

Name of On-site Security Director: PEDRO M. LOPEZ

Cell Number: \_\_\_\_\_

E-mail: PEDRO@CANYONMEDIA.NET

Comments:

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of the Special Event Permit. I also understand that the Police Department may require additional information as permitted by Ordinance, and also agree to supply the same.

Applicant Signature: \_\_\_\_\_

PEDRO M. LOPEZ

Date: \_\_\_\_\_

APR/14/2023

# SECURITY PLAN INFORMATION

1. Please list the names of the security personnel, age, and cell phone number:

First	Last	Age	Cell Phone Number
BRETT BARRETT			
Larae	Nelson		
LUKAS	Cox		
Chris	Nelson		
BILL	LOGAN		
Mark	Musgrave		

2. Please indicate the number of security personnel that will be roaming on the premises of the event: \_\_\_\_\_.

3. Please provide a detailed Security Plan:

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4. Please mark on the site plan the locations of each security person:

YOUR PARK RESERVATION REQUEST FOR THE COVERED PAVILION @ VERNON WORTHEN PARK HAS BEEN RECEIVED, AND WILL ONLY BE RESERVED PENDING APPROVAL BY THE PARKS DEPARTMENT. THIS IS NOT A GUARANTEE OF YOUR RESERVATION. IF YOUR RESERVATION IS APPROVED YOU WILL RECEIVE ANOTHER EMAIL TO PAY YOUR RESERVATIONS INVOICE. UPON PAYMENT OF THIS INVOICE YOU WILL RECEIVE A RESERVATION CONFIRMATION

TO EDIT OR CANCEL THIS REQUEST VISIT YOUR [USER ACCOUNT](#)

Reference #: [REDACTED]

Start Date/Time:10/14/2023 05:00 PM End Date/Time:10/14/2023 09:00 PM

Name:Suleyma Plancarte

Email Address:suleyma@canyonmedia.net

Phone Number: [REDACTED]

Company/Team Name:Canyon Media Juan106FM

Number of Attendes:1000

Description of Event Taking place at this Park Amenity:Annual Juan Festival Live music and food vendors. Free to the public from 4-10 pm

Notes:We will be using for this event the whole south side of the park including gazebo and corner pavilion in between 300 E and 400 E. We also have requested and is important to have 300 South closed for early stage setup and food vendors will need to arrive at 2:30 for setup on 300 South. We are aware there is a farmers market on saturday mornings and are able to finish up before our event the same day.



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## Juan 106 FM Festival 2023

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**Suleyma Plancarte** <suleyma@canyonmedia.net>  
To: Sarah Reber <sarah.reber@sgcity.org>

Mon, May 1, 2023 at 10:22 AM

Thank you for your patience Sarah here is our letter for the city.

To the city of St. George

We at Juan 106 FM and Canyon Media appreciate the opportunity to work once again with the city of St. George. Now a tradition this is our 7th annual Festival for Juan 106 fm. We have had much success bringing this event to the community and look forward to this year. We have Live music and food vendors as well as family activities with no entrance fee. We ask for your support helping provide a few things that keep this event successful. I would like to mention the wonderful opportunities created for our entrepreneurs. Here is collaboration from the city for Festival October 14th 2023 at Vernon Worthen Park.

1. Stage
2. Trash cans and liners
3. Road closure of 300 S at Vernon Worthen Park as early as possible for stage setup and Vendor setup.
4. United States Flag next to stage by the Fire Truck on 300 South
5. Park reservation and fee waived South half of Vernon Worthen Park
6. St. George Police Department to set up a booth for interaction with the public.

Sincerely,

Juan 106 FM Radio Host  
Pedro Magdiel Lopez and [Suleyma Plancarte](#)

### ***Suleyma Plancarte***

Juan 106 FM On-Air Talent &  
Canyon Media Marketing Specialist  
3143 S 840 E #100  
St. George Utah 84790  
C: 435.772.1344  
O: 435.628.3643

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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

4  
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

4  
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 **VOTE:**

20 Mayor Randall called for a vote, as follows:

- 21  
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



4  
5 **MOTION:**

6 A motion was made by Councilmember McArthur to adjourn and reconvene in  
7 a regular meeting of the City Council.

8 **SECOND:**

9 The motion was seconded by Councilmember Larsen.

10 **VOTE:**

11 Mayor Pro Tem Hughes called for a vote, as follows:

12  
13 Councilmember Hughes – aye  
14 Councilmember Larkin – aye  
15 Councilmember McArthur – aye  
16 Councilmember Larsen – aye  
17 Councilmember Tanner – aye

18  
19 The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
AUGUST 3, 2023 5:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

**Mayor Pro Tem Jimmie Hughes  
Councilmember Dannielle Larkin  
Councilmember Gregg McArthur  
Councilmember Natalie Larsen  
Councilmember Michelle Tanner**

**EXCUSED:**

**Mayor Michele Randall**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis  
City Attorney Tani Downing  
City Recorder Christina Fernandez  
Police Captain Jordan Minnick  
Police Lieutenant Jared Parry  
City Engineer Jay Sandberg  
Parks Planner Mark Goble  
Administrative Services Director Trevor Coombs  
Budget and Financial Planning Manager Robert Myers  
Planner Dan Boles  
Planner Carol Winner**

**OTHERS PRESENT:**

**Kat Puzey with the Downtown Farmers Market  
Resident Cassandra Leavitt  
Jason Burningham with Lewis Young Robertson and Burningham – via Zoom  
Marc Edminister with Lewis Young Robertson and Burningham – via Zoom  
Applicant Dave Nasal**

**CALL TO ORDER, INVOCATION AND FLAG SALUTE:**

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

Link to call to order, invocation, and flag salute: [00:00:09](#) [Recording 1]

**MAYOR'S RECOGNITIONS AND UPDATES:**

**Read a Proclamation proclaiming August 6 – 12, 2023 as National Farmers Market Week.**

Link to Mayor Pro Tem Hughes reading a proclamation proclaiming August 6 – 12, 2023 as National Farmers Market Week, the proclamation was received by Kat Puzey with the Downtown Farmers Market; including comments from Mayor Pro Tem Hughes and Councilmember Larkin: [00:01:47](#) [Recording 1]

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5 **COMMENTS FROM THE PUBLIC:**

6 Link to introduction from Mayor Pro Tem Hughes: [00:07:25](#) [Recording 1]  
7

8 Link to comments from resident Cassandra Leavitt: [00:07:55](#) [Recording 1]  
9

10 **CONSENT CALENDAR:**

11 **A. Consider approval to award a bid to ProForce Law Enforcement for the**  
12 **purchase of Glock 45 firearms and holsters and the sale/trade of all**  
13 **currently owned/issued Glock 17 firearms and holsters.**  
14

15 BACKGROUND and RECOMMENDATION: This is for the purchase of Glock 45 508T  
16 Package w/Tritium sights, Safariland holster(s), as well as the sale of the old  
17 Police Department issued Glock 17 GEN4 GNS w/3mags. Staff recommends  
18 approval.  
19

20 **B. Consider approval to award a bid to Lenco Armored Vehicle for the**  
21 **purchase of a BearCat armored vehicle for the St. George Police**  
22 **Department SWAT team.**  
23

24 BACKGROUND and RECOMMENDATION: This is for the purchase of a Lenco  
25 Bearcat Armored vehicle for the St George Police Department SWAT team. The  
26 BearCat Armored vehicle is a critical and high priority need for the police  
27 department. The purchase of this item was discussed in the budget retreat and  
28 city council meetings, including a public comment meeting. The council approved  
29 the line item, and the Police department has identified Lenco Armored Vehicles as  
30 the sole source to fulfill the order. Staff recommends approval.  
31

32 **C. Consider approval of a Professional Services Agreement with Avenue**  
33 **Consulting for traffic signal troubleshooting and consulting services in**  
34 **the amount of \$90,000.**  
35

36 BACKGROUND and RECOMMENDATION: This contract is for traffic engineering  
37 services that Avenue Consulting will provide St. George for the 2023-24 fiscal  
38 year. Staff recommends approval of the Agreement.  
39

40 **D. Consider approval of a Professional Services Agreement with Civil**  
41 **Science for the design, bidding, and construction management of the**  
42 **Pioneer Park Interpretive Trail.**  
43

44 BACKGROUND and RECOMMENDATION: This PSA is to provide design survey,  
45 base mapping, engineering design, bid phase services, construction phase  
46 services, and construction staking for a concrete trail through Pioneer Park that  
47 will have several interpretive areas with signs depicting the history and  
48 landmarks of St. George. The trail will extend from the west parking lot in  
49 Pioneer Park to the Red Hills Desert Garden Parking lot. Approximate length of  
50 the trail is a half mile. A bridge will cross the existing detention basin spillway.  
51 The PSA is to provide design for the entire project, but the City only plans on  
52 constructing the trail with interpretive areas from the west parking lot to the east  
53 parking lot in Pioneer Park this fiscal year unless bids come in lower than

4  
5 expected. The remaining segment of trail will be constructed at a later date or as  
6 funds are available. Staff recommends approval of the Agreement.  
7

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

11  
12 BACKGROUND and RECOMMENDATION: The purpose of this Agreement between  
13 the FAA and the City of St George is to support and complete the Airport Traffic  
14 Control Tower (ATCT) siting process and develop a cost estimate for the  
15 establishment of an ATCT at St George Regional Airport. Staff recommends  
16 approval.  
17

18 **F. Consider approval to award bid to Peak Asphalt for the chip seal oil**  
19 **supply.**

20  
21 BACKGROUND and RECOMMENDATION: This award is for 900 tons of chip seal  
22 oil for FY 24. This was a formal bid and one bid was received. The price per ton  
23 decreased 14% from last year consistent with the reduction in oil prices from the  
24 previous year.  
25

26 **G. Consider approval to award bid to Interstate Rock Products for chip seal**  
27 **aggregate.**

28  
29 BACKGROUND and RECOMMENDATION: This was a formal bid and one (1) bid  
30 was received. The cost increased by 3.7% over last year's bid.  
31

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

35  
36 BACKGROUND and RECOMMENDATION: In the City Council Work Meeting held on  
37 July 13, staff mentioned the need to advance a portion of site work that Big-D is  
38 doing from Phase II of the City Hall project to Phase I (ATM Relocation) in order  
39 to reduce cost and time. This involves adding a water line and fire line from Main  
40 Street and demolition work of a portion of the Wells Fargo tunnel that runs from  
41 the bank to the teller building.  
42

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

45  
46 BACKGROUND and RECOMMENDATION: This is a sole source award. It has been  
47 used for many years throughout the City for asphalt preservation with excellent  
48 results.  
49

50 **J. Consider approval of a sole source purchase of SCADA network**  
51 **equipment.**

5 BACKGROUND and RECOMMENDATION: This is necessary to upgrade and  
6 replace twenty-year-old equipment.  
7

8 **K. Consider award of bid to Whitaker Construction for the Reconstruction  
9 and Expansion of the Terminal Apron at the St. George Regional Airport.**

10 BACKGROUND and RECOMMENDATION: The bid notice was posted on March 9,  
11 2023 and a pre-bid meeting was held on March 23, 2023. Two bids were  
12 submitted on April 12, 2023, the low bidder was Whitaker Construction. This  
13 project will be funded by Federal Grant and PFC Funds. The original engineers  
14 estimate was \$12,300,000. Whitaker's bid was for \$14,951,787.50. Staff met  
15 with the FAA Airport District Office (ADO) in Denver, and they agreed to fund the  
16 project in the amount of \$14,500,000. It is estimated that the City will receive  
17 the grant for approval and signature in early September. Staff recommends  
18 awarding the bid to Whitaker Construction in the amount of \$14,951,787.50.  
19  
20

21 **L. Consider approval of the minutes from the meetings held on June 15,  
22 2023; June 20, 2023; June 22, 2023; June 29, 2023; June 6, 2023; and  
23 June 13, 2023.**

24  
25 Link to presentation from City Manager John Willis: [00:11:12](#) [Recording 1]  
26

27 Link to Councilmember Larsen requesting to remove items a, b, c, d, f, and g:  
28 [00:11:31](#) [Recording 1]  
29

30 [Agenda Packet \[Page 17\]](#)  
31

32 Link to motion: [00:13:03](#) [Recording 1]  
33

34 **MOTION:**

35 A motion was made by Councilmember Larkin to approve the consent  
36 calendar removing items a, b, c, d, f, and g.

37 **SECOND:**

38 The motion was seconded by Councilmember McArthur.

39 **VOTE:**

40 Mayor Pro Tem Hughes called for a vote, as follows:  
41

42 Councilmember Hughes – aye  
43 Councilmember Larkin – aye  
44 Councilmember McArthur – aye  
45 Councilmember Larsen – aye  
46 Councilmember Tanner – aye  
47

48 The vote was unanimous and the motion carried.  
49

50 Link to discussion between Police Captain Jordan Minnick, the City Council, Mayor Pro  
51 Tem Hughes, and City Manager John Willis regarding items a and b: [00:13:34](#)  
52 [Recording 1]  
53

4  
5 Link to discussion between the City Council, Mayor Pro Tem Hughes, and City  
6 Engineer Jay Sandberg regarding items c, f, and g: [00:19:58](#) [Recording 1]  
7

8 Link to discussion between Parks Planner Mark Goble, Mayor Pro Tem Hughes, and  
9 the City Council regarding item d: [00:24:14](#) [Recording 1]  
10

11 Link to motion: [00:26:41](#) [Recording 1]  
12

13 **MOTION:**

14 A motion was made by Councilmember Larkin to approve items a, b, c, d, f,  
15 and g.

16 **SECOND:**

17 The motion was seconded by Councilmember McArthur.

18 **VOTE:**

19 Mayor Pro Tem Hughes called for a vote, as follows:  
20

21 Councilmember Hughes – aye  
22 Councilmember Larkin – aye  
23 Councilmember McArthur – aye  
24 Councilmember Larsen – aye  
25 Councilmember Tanner – aye  
26

27 The vote was unanimous and the motion carried.  
28

29 **PUBLIC HEARING/EASEMENT VACATION/ORDINANCE:**

30 **Public hearing and consideration of Ordinance No. 2023-005 vacating a**  
31 **portion of a municipal utility easement located between Lots 30 & 31,**  
32 **Bloomington Country Club No. 11 Subdivision.**  
33

34 BACKGROUND and RECOMMENDATION: The final plat for Bloomington Country Club  
35 No. 11 Subdivision was approved by City Council on April, 6, 2017 and recorded in  
36 the Office of the Washington County Recorder's Office on May 28, 2017.  
37

38 Link to introduction from City Manager John Willis, including presentation from City  
39 Engineer Jay Sandberg: [00:27:05](#) [Recording 1]  
40

41 [Agenda Packet \[Page 343\]](#)  
42

43 Link to public hearing: [00:28:06](#) [Recording 1]  
44

45 Link to motion: [00:28:28](#) [Recording 1]  
46

47 **MOTION:**

48 A motion was made by Councilmember Tanner to approve Ordinance No.  
49 2023-005 vacating a portion of a municipal utility easement located between  
50 Lots 30 & 31, Bloomington Country Club No. 11 Subdivision.

51 **SECOND:**

52 The motion was seconded by Councilmember Larkin.  
53

5 **VOTE:**

6 Mayor Pro Tem Hughes called for a roll call vote, as follows:  
7

8 Councilmember Hughes – aye  
9 Councilmember Larkin – aye  
10 Councilmember McArthur – aye  
11 Councilmember Larsen – aye  
12 Councilmember Tanner – aye  
13

14 The vote was unanimous and the motion carried.  
15

16 **PUBLIC HEARING/EASEMENT VACATION/ORDINANCE:**

17 **Public hearing and consideration of Ordinance No. 2023-006 to vacate a**  
18 **portion of River Road (a deceleration lane) in the River Crossing**  
19 **development.**  
20

21 BACKGROUND and RECOMMENDATION: This is a deceleration lane that was  
22 dedicated with the River Crossing Phase 1 subdivision plat.  
23

24 Link to presentation from City Engineer Jay Sandberg, including discussion between  
25 the City Council and Mr. Sandberg: [00:29:19](#) [Recording 1]  
26

27 [Agenda Packet \[Page 348\]](#)  
28

29 Link to public hearing: [00:30:50](#) [Recording 1]  
30

31 Link to comments from Travis Einerson: [00:31:05](#) [Recording 1]  
32

33 Link to motion: [00:32:20](#) [Recording 1]  
34

35 **MOTION:**

36 A motion was made by Councilmember Larkin to approve Ordinance No.  
37 2023-006 to vacate a portion of River Road (a deceleration lane) in the River  
38 Crossing development.  
39

40 **SECOND:**

41 The motion was seconded by Councilmember McArthur.  
42

43 **VOTE:**

44 Mayor Pro Tem Hughes called for a roll call vote, as follows:  
45

46 Councilmember Hughes – aye  
47 Councilmember Larkin – aye  
48 Councilmember McArthur – aye  
49 Councilmember Larsen – aye  
50 Councilmember Tanner – aye  
51

52 The vote was unanimous and the motion carried.  
53

54 **PUBLIC HEARING/UTILITY EASEMENT VACATION/ORDINANCE:**

55 **Public hearing and consideration of Ordinance No. 2023-007 vacating a**

5 **portion of a municipal utility easement located in the Crimson Estates**  
6 **subdivision.**  
7

8 BACKGROUND and RECOMMENDATION: The subdivision plat for Crimson Estates  
9 was recorded in May of 2022 and the owners of Lots 1, 5, 6, and 7 purchased  
10 additional property after the subdivision was recorded and now want to add this  
11 additional area in there lots.  
12

13 Link to presentation from City Engineer Jay Sandberg: [00:32:48](#) [Recording 1]  
14

15 [Agenda Packet \[Page 354\]](#)  
16

17 Link to public hearing: [00:33:59](#) [Recording 1]  
18

19 Link to motion: [00:34:13](#) [Recording 1]  
20

21 **MOTION:**

22 A motion was made by Councilmember Larsen to approve Ordinance No.  
23 2023-007 vacating a portion of a municipal utility easement located in the  
24 Crimson Estates subdivision.

25 **SECOND:**

26 The motion was seconded by Councilmember Tanner.  
27

28 **VOTE:**

29 Mayor Pro Tem Hughes called for a roll call vote, as follows:

30 Councilmember Hughes – aye  
31 Councilmember Larkin – aye  
32 Councilmember McArthur – aye  
33 Councilmember Larsen – aye  
34 Councilmember Tanner – aye  
35

36 The vote was unanimous and the motion carried.  
37

38 **PUBLIC HEARING/SALES TAX BONDS/RESOLUTION:**

39 **Public hearing to allow public input regarding (a) the issuance and sale by**  
40 **the City of St. George, Utah of not more than \$10,000,000 aggregate**  
41 **principal amount of Sales Tax Bonds, Series 2023; and (b) any potential**  
42 **economic impact that the project to be financed with the proceeds of the**  
43 **Series 2023 Bonds issued under the act may have on the private sector; and**  
44 **related matters.**  
45

46 BACKGROUND and RECOMMENDATION: On July 6, 2023, the City Council approved  
47 Resolution No. 2023-004R authorizing the issuance and sale of not more than  
48 \$10,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2023,  
49 and related matters. The purpose of the public hearing is to receive input from the  
50 public regarding the issuance of the Bonds and any potential impact that the project  
51 to be financed with the proceeds of the Bonds may have on the private sector.  
52

53 **AND**

5 **Consider approval of Resolution No. 2023-009R of the City Council of the**  
6 **City of St. George (the "City"), authorizing and approving a Preliminary**  
7 **Official Statement and an Official Statement in connection with the issuance**  
8 **and sale of the City's Sales Tax Revenue Bonds, Series 2023; authorizing the**  
9 **taking of all other actions necessary to the consummation of the**  
10 **transactions contemplated by this Resolution; and related matters.**

11  
12 BACKGROUND and RECOMMENDATION: WHEREAS, the City adopted a resolution on  
13 July 6, 2023 (the "Bond Resolution"), approving the issuance of its Sales Tax  
14 Revenue Bonds, Series 2023 (the "Series 2023 Bonds") (to be issued from time to  
15 time in various series and with such other series or title designation(s) as may be  
16 determined by the City), to (a) finance the acquisition and construction of a city hall,  
17 and all related improvements (the "Project"), (b) fund any required debt service  
18 reserve fund, and (c) pay costs of issuance with respect to the Series 2023 Bonds  
19 herein described; and WHEREAS, in connection with the issuance of the Series 2023  
20 Bonds, the City plans to use and distribute a Preliminary Official Statement (the  
21 "Preliminary Official Statement"), in substantially the form attached hereto as Exhibit  
22 B, and a final Official Statement (the "Official Statement"), in substantially the form  
23 as the Preliminary Official Statement; and WHEREAS, the City now desires to  
24 approve the Preliminary Official Statement and the Official Statement and to  
25 authorize their use and distribution in connection with the issuance of the Series  
26 2023 Bonds.

27  
28 Link to presentation from Administrative Services Director Trevor Coombs, including  
29 discussion between City Manager John Willis, Mayor Pro Tem Hughes, and Mr.  
30 Coombs: [00:34:46](#) [Recording 1]  
31

32 [Agenda Packet \[Page 361\]](#)  
33

34 Link to public hearing: [00:44:25](#) [Recording 1]  
35

36 Link to motion: [00:45:00](#) [Recording 1]  
37

38 **MOTION:**

39 A motion was made by Councilmember McArthur to approve Resolution No.  
40 2023-009R of the City Council of the City of St. George, authorizing and  
41 approving a Preliminary Official Statement and an Official Statement in  
42 connection with the issuance and sale of the City's Sales Tax Revenue Bonds,  
43 Series 2023; authorizing the taking of all other actions necessary to the  
44 consummation of the transactions contemplated by this Resolution; and  
45 related matters.

46 **SECOND:**

47 The motion was seconded by Councilmember Larsen.

48 **VOTE:**

49 Mayor Pro Tem Hughes called for a roll call vote, as follows:  
50

51 Councilmember Hughes – aye  
52 Councilmember Larkin – aye  
53 Councilmember McArthur – aye

5 Councilmember Larsen – aye  
6 Councilmember Tanner – aye  
7

8 The vote was unanimous and the motion carried.  
9

10 **GENERAL PLAN AMENDMENT/ORDINANCE:**

11 **Consider approval of Ordinance No. 2023-008 changing the City General**  
12 **Plan future land use map from MDR (Medium Density Residential) to COM**  
13 **(Commercial) on approximately 5.86 acres, located on the east side of**  
14 **Riverside Drive at approximately 700 South (south of Foremaster Drive) for**  
15 **a project to be known as Willowbend Commercial. Case No. 2023-GPA-004**  
16

17 BACKGROUND and RECOMMENDATION: The property to the south was zoned PD-R  
18 for a townhome development in 2021. This property has significant hillside issues to  
19 consider. As such, the Hillside Review Board met together on site to give a  
20 recommendation on the General Plan amendment. They unanimously recommended  
21 approval of the change recognizing that there will be a number of issues to work  
22 through before a site plan can be approved. On July 11, 2023, the Planning  
23 Commission held a public hearing on the matter. The Planning Commission  
24 recommended approval of the application with a 6-0 vote.  
25

26 Link to presentation from Planner Dan Boles, including discussion between the City  
27 Council, and Mr. Boles: [00:47:15](#) [Recording 1]  
28

29 [Agenda Packet \[Page 422\]](#)  
30

31 Link to motion: [00:52:09](#) [Recording 1]  
32

33 **MOTION:**

34 A motion was made by Councilmember Larsen to approve the general plan  
35 amendment for Willowbend Commercial, Case No. 2023-GPA-004, based on  
36 the findings listed in the staff report.  
37

38 Link to comments from the City Council and applicant Dave Nasal on the  
39 motion: [00:52:25](#) [Recording 1]  
40

41 Link to amended motion: [00:54:08](#) [Recording 1]  
42

43 **AMENDED MOTION:**

44 Councilmember Larsen amended her motion to add including the  
45 archeological findings.  
46

47 **SECOND:**

48 The amended motion was seconded by Councilmember Larkin.

49 **VOTE:**

50 Mayor Pro Tem Hughes called for a roll call vote, as follows:

51 Councilmember Hughes – aye  
52 Councilmember Larkin – aye  
53 Councilmember McArthur – aye

4  
5 Councilmember Larsen – aye  
6 Councilmember Tanner – aye  
7

8 The vote was unanimous and the motion carried.  
9

10 **GENERAL PLAN AMENDMENT/ORDINANCE:**

11 **Consider approval of Ordinance No. 2023-009 amending the City General**  
12 **Plan future land-use map from MDR (Medium Density Residential) to COM**  
13 **(Commercial) on 14.5 acres located on the southeast corner of Mall Drive**  
14 **(Merrill Road) and 3000 East Street for a project to be known as Regional**  
15 **Retail Expansion. Case No. 2023-GPA-003.**  
16

17 BACKGROUND AND RECOMMENDATION On October 21, 2021, this applicant received  
18 approval for a zone change (Fat Cats, 2021-ZC-069) from A-1 (Agricultural,  
19 minimum lot size 40,000 sf) to PD-C (Planned Development Commercial) on the  
20 portion of this property which already has the COM land use designation for the  
21 purpose of adding new commercial development to this location. On that same date,  
22 this applicant also received approval for a zone change (The Park at Temple View,  
23 2021-ZC-071) from A-1 to PD-R (Planned Development Residential) on the portion of  
24 the property that has the MDR designation for the purpose of adding a new  
25 residential development to this location. Before development occurred on this  
26 property, the applicant decided to change the configuration of their commercial and  
27 residential proposal. They are working with a high-quality commercial developer and  
28 now desire to increase the commercial area to create a regional retail center,  
29 increasing the commercial size from 5.5 acres to approximately 20 acres. On July 11,  
30 2023, the Planning Commission held a public hearing for this case. With a 6-0 vote,  
31 the Planning Commission recommended approval.  
32

33 Link to presentation from Planner Carol Winner, including discussion between the  
34 City Council, City Manager John Willis, and Ms. Winner: [00:54:37](#) [Recording 1]  
35

36 [Agenda Packet \[Page 441\]](#)  
37

38 Link to motion: [01:00:10](#) [Recording 1]  
39

40 **MOTION:**

41 A motion was made by Councilmember Tanner to approve Ordinance No.  
42 2023-009 amending the City General Plan future land-use map from MDR  
43 (Medium Density Residential) to COM (Commercial) on 14.5 acres located on  
44 the southeast corner of Mall Drive (Merrill Road) and 3000 East Street for a  
45 project to be known as Regional Retail Expansion.  
46

47 **SECOND:**

48 The motion was seconded by Councilmember McArthur.

49 **VOTE:**

50 Mayor Pro Tem Hughes called for a roll call vote, as follows:

51 Councilmember Hughes – aye  
52 Councilmember Larkin – aye  
53 Councilmember McArthur – aye

4  
5 Councilmember Larsen – aye  
6 Councilmember Tanner – aye  
7

8 The vote was unanimous and the motion carried.  
9

10 **PD-C AMENDMENT/ORDINANCE:**

11 **Consider approval of Ordinance No. 2023-010 amending an approved PD-C**  
12 **(Planned Development Commercial) on approximately 1.08 acres, located**  
13 **on the southeast corner of Desert Color Parkway and Black Mountain Drive**  
14 **for the purpose of adding a 4,727 square foot financial institution for a**  
15 **project to be known as Mountain America Credit Union with conditions from**  
16 **the Planning Commission. Case No. 2023-PDA-009**  
17

18 BACKGROUND AND RECOMMENDATION: This is a request for an amendment to the  
19 approved Desert Color PD-C (Planned Development Commercial). This site is located  
20 directly west of Pad K which was approved earlier this year (2022-ZCA-053) as a  
21 restaurant/retail space. On July 11, 2023, a public hearing was held for this item at  
22 the Planning Commission meeting. The Planning Commission recommended approval  
23 with one condition.  
24

25 Link to presentation from Planner Carol Winner, including discussion between the  
26 City Council, City Attorney Tani Downing, and Ms. Winner: [01:01:07](#) [Recording 1]  
27

28 [Agenda Packet \[Page 455\]](#)  
29

30 Link to motion: [01:07:57](#) [Recording 1]  
31

32 **MOTION:**

33 A motion was made by Councilmember McArthur to approve Ordinance No.  
34 2023-010 amending an approved PD-C (Planned Development Commercial)  
35 on approximately 1.08 acres, located on the southeast corner of Desert Color  
36 Parkway and Black Mountain Drive for the purpose of adding a 4,727 square  
37 foot financial institution for a project to be known as Mountain America Credit  
38 Union with conditions from the Planning Commission.

39 **SECOND:**

40 The motion was seconded by Councilmember Larkin.

41 **VOTE:**

42 Mayor Pro Tem Hughes called for a roll call vote, as follows:  
43

44 Councilmember Hughes – aye  
45 Councilmember Larkin – aye  
46 Councilmember McArthur – aye  
47 Councilmember Larsen – aye  
48 Councilmember Tanner – aye  
49

50 The vote was unanimous and the motion carried.  
51

52 **ADJOURN FROM CITY COUNCIL AND RECONVENE INTO THE MUNICIPAL**  
53 **BUILDING AUTHORITY MEETING:**

4  
5 Link to motion: [01:09:02](#) [Recording 1]  
6

7 **MOTION:**

8 A motion was made by Councilmember Larsen to adjourn from the City  
9 Council meeting and reconvene into the Municipal Building Authority meeting.

10 **SECOND:**

11 The motion was seconded by Councilmember McArthur.

12 **VOTE:**

13 Mayor Pro Tem Hughes called for a vote, as follows:  
14

15 Councilmember Hughes – aye  
16 Councilmember Larkin – aye  
17 Councilmember McArthur – aye  
18 Councilmember Larsen – aye  
19 Councilmember Tanner – aye  
20

21 The vote was unanimous and the motion carried.  
22

23 The meeting reconvened following the Municipal Building Authority meeting.  
24

25 **APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:**

26 No appointments were made.  
27

28 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

29 Link to reports from Councilmember Larkin: [00:00:08](#) [Recording 2]  
30

31 Link to reports from Councilmember Larsen: [00:01:12](#) [Recording 2]  
32

33 **ADJOURN TO A CLOSED SESSION:**

34 **Request a closed session to discuss litigation, security, property**  
35 **acquisition or sale or the character and professional competence or**  
36 **physical or mental health of an individual.**  
37

38 A closed session was not held.  
39

40 **ADJOURN:**

41 Link to motion: [00:01:58](#) [Recording 2]  
42

43 **MOTION:**

44 A motion was made by Councilmember Tanner to adjourn.

45 **SECOND:**

46 The motion was seconded by Councilmember Larkin.

47 **VOTE:**

48 Mayor Pro Tem Hughes called for a vote, as follows:  
49

50 Councilmember Hughes – aye  
51 Councilmember Larkin – aye  
52 Councilmember McArthur – aye  
53

1 St. George City Council Minutes  
2 August 3, 2023  
3 Page Thirteen

4  
5 Councilmember Larsen – aye  
6 Councilmember Tanner – aye

7  
8 The vote was unanimous and the motion carried.

9  
10  
11  
12  
13 \_\_\_\_\_  
Christina Fernandez, City Recorder

DRAFT

**Agenda Date:** 08/17/2023

**Agenda Item Number:** 03

**Subject:**

Consider approval of Ordinance No. 2023-011 approving a development agreement on approximately 1.0 acres located at 368 South Mulberry Drive for the purpose of allowing the applicant to build a garage in Open Space zone in exchange for a sewer line and an access easement on the applicants property to be granted to the City of St. George to be known as Eric Martin Development Agreement. Case No. 2023-DA-005

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Eric Martin

Reference Number: 2023-DA-005

Address/Location:

3681S Mulberry Dr

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

This development agreement addresses the applicant wanting to build a garage/barn in the rear of his property which is zoned OS (Open Space). In the open space zone accessory structures are required to be a minimum of 100 feet from any dwelling. For the applicant to build his non-habitable garage/barn and comply with the setback from any dwelling, the proposed building would be located over the sewer easement. The applicant is working with the City to give a sewer easement and drainage easement (for access and maintenance of the Virgin River) in order to be able to build the garage/barn within the required setbacks. At their meeting held on July 11, 2023 the Planning Commission held a public hearing and recommended approval with a vote of 6-0 with no conditions.

**Staff Narrative (need/purpose):**

The Development Agreement will allow the applicant to build his barn/garage in the open space with an adjustment to the setback requirement and in return the applicant will grant the city easements for the sewer line and a drainage easement to allow the city access for maintenance on the Virgin River. The applicant will also allow the city to temporality have a staging area on his property for materials when the sewer line in being installed.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

With a vote of 6-0 the Planning Commission recommended approval of the Eric Martin Development Agreement with no conditions

**PLANNING COMMISSION AGENDA REPORT: 07/11/2023**

**CITY COUNCIL AGENDA REPORT: 08/17/2023**

<b>Development Agreement Eric Martin Mulberry Dr</b> Development Agreement (Case No. 2023-DA-005)	
<b>Request:</b>	Consider approval of a development agreement for Eric Martin 3681 Mulberry Dr.
<b>Applicant:</b>	Eric Martin 3681 S Mulberry.
<b>Representative:</b>	Eric Martin
<b>Location:</b>	Located at 3681 S Mulberry Dr.
<b>General Plan:</b>	FP (Flood Plain)
<b>Existing Zoning:</b>	R-1-10 (Single Family Residential minimum 10,000 sq ft lots), OS (Open Space).
<b>Surrounding Zoning:</b>	North R-1-10 (Single Family Residential minimum 10,000 sq ft lots), OS (Open Space).
	South OS (Open Space)
	East OS (Open Space)
	West R-1-10 (Single Family Residential minimum 10,000 sq ft lots)
<b>Land Area:</b>	Approximately 1.0 acres



**BACKGROUND:**

This development agreement is for Eric Martin at 3681 S Mulberry Dr. State code requires development agreements to follow the same regulations as the land use regulations including a recommendation and public hearing from the Planning Commission (State Code 10-9a-532).

This development agreement addresses the applicant wanting to build a garage/barn in the rear of his property which is zoned OS (Open Space). In the open space zone accessory structures are required to be a minimum of 100' feet from any dwelling. For the applicant to build his non-habitable garage/barn and comply with the setback from any dwelling, the proposed building would be located over the sewer easement. The applicant is working with the City to give a sewer easement and drainage easement (for access and maintenance of the Virgin River) in order to be able to build the garage/barn within the required setbacks. Below are the sections that regulate the specific items mentioned above:

1. In Section 2.1 it reads:

2.1 Easement. Owner agrees to dedicate a sewer easement and a drainage easement to City at no cost and as more fully described in **Exhibit B** which is incorporated hereto.

2. In Section 2.2 it reads:

2.2 Approved Use, Density. City agrees to permit construction of a non-habitable accessory structure within the OS zoned portion of the Property as shown on the attached **Exhibit C** subject to an approved building permit processed through City.

3. In Section 2.3 it reads:

2.3 The City has reviewed the Code, General Plan, and the proposed Project and has determined that Owner will substantially comply with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the relevant provisions of the City Code and General Plan and the Open Space Zone. The parties further agree that the omission of a limitation or restriction herein shall not relieve Owner of the necessity of complying with all applicable City Ordinances and Resolutions not in conflict with the provisions of this Agreement, along with all applicable state and federal laws.

4. In Section 2.4 it reads:

2.4 Project Approvals and Compliance with City Design and Construction Standards. Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from the obligation to comply with City Ordinances and City Standard Specifications for Design and Construction, or all applicable requirements of the City necessary for approval of any development of Owner's Property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.

5. In Section 2.5 it reads:

2.5 Acknowledgement and Waiver. Owner acknowledges and agrees that pursuant to the provisions of Utah Code § 10-9a-532(c) there are no property rights under existing Utah law that the City is restricting or otherwise encumbering other than those set forth in this Agreement.

**RECOMMENDATION:**

Staff recommends approval of this development agreement as written.

**ALTERNATIVES:**

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Table or Continue the proposed zone change amendment to a specific date.

**POSSIBLE MOTION:**

The City Council approves of the development agreement as presented.

**FINDINGS FOR APPROVAL:**

1.The development agreement has followed the required approval process, including a recommendation and public hearing from the Planning Commission, according to Utah State Code 10-9a-532.

## **Exhibit A**

# **Development Agreement**

## **Exhibit B**

### **PowerPoint Presentation**

EXHIBIT B

When Recorded Return To:  
City of St. George  
City Attorney's Office  
175 East 200 North  
St. George, Utah 84770

Copy to:  
SEBB LLC  
3681 S Mulberry Drive  
St. George, UT 84790

Parcel No. SG-BG-1-76-A-1-B

**DEVELOPMENT AGREEMENT**  
(SEBB LLC (Eric Martin); 3681 S Mulberry Drive)

This Development Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, ("Effective Date") between the City of St. George, a municipal corporation of the State of Utah ("City"), and SEBB LLC, a limited liability company, ("Owner"). City and Owner may be referred to as a "Party" or collectively referred to as the "Parties."

**RECITALS**

- A. Owner owns or controls a parcel of real property, parcel SG-BG-1-76-A-1-B which is more fully described in **Exhibit A** attached hereto, (hereinafter "Property") located within the City of St. George and desires to make additional improvements by constructing a 40'X60' garage within the area zoned Open Space, ("OS"), on the Property.
- B. City is working to acquire a sewer easement along the rear of the parcels directly adjacent to the west side of the Virgin River in the Bloomington Gardens subdivision for a future sewer main and is also working to acquire a drainage easement along these same parcels for access and maintenance of the Virgin River as more fully described in **Exhibit B**.
- C. A garage is not an allowed use within the OS zone, however a barn would be allowed. However, in order for the Owner to construct a barn in the OS zone, the barn must be located a minimum of 100 feet from a residential dwelling unit, which would require the structure to be constructed within the proposed sewer easement area the city is trying to acquire on the Property.
- D. Owner has indicated that if City would allow Owner to construct an accessory garage structure that is non habitable in lieu of the barn within the OS zoned area on Owner's property, Owner would dedicate to the City at no cost, the sewer easement to City for the future 60" sewer main. . The city also agrees to not install any manholes on Owner's property.

E. City has an existing easement for the rock lined slope on the west side of the Virgin River which allows for the location of the future master planned trail which will be located on the east side of the rock lined slope, see attached **Exhibit D**.

F. In addition to the sewer easement, City desires to also acquire a drainage easement also described in **Exhibit B** on Owner's Property for access and maintenance of the Virgin River, rock lined slope and trail and Owner is willing to provide said drainage easement at no cost in exchange for the change to the allowed use within the OS zone.

G. City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-532 and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree as follows:

### **AGREEMENT**

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. The Project.

2.1 Easement: Owner agrees to dedicate a sewer easement and a drainage easement to City at no cost and as more fully described in **Exhibit B** which is incorporated hereto.

2.2 Approved Use, Density: City agrees to permit construction of a non-habitable accessory structure within the OS zoned portion of the Property as shown on the attached **Exhibit C** subject to an approved building permit processed through City.

2.3 The City has reviewed the Code, General Plan, and the proposed Project and has determined that Owner will substantially comply with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the relevant provisions of the City Code and General Plan and the Open Space Zone. The parties further agree that the omission of a limitation or restriction herein shall not relieve Owner of the necessity of complying with all applicable City Ordinances and Resolutions not in conflict with the provisions of this Agreement, along with all applicable state and federal laws.

2.4 Project Approvals and Compliance with City Design and Construction Standards.

Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from the obligation to comply with City Ordinances and City Standard Specifications for Design and Construction, or all applicable requirements of the City necessary for approval of any development of Owner's Property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.

2.5 Acknowledgment and Waiver: Owner acknowledges and agrees that pursuant to the provisions of Utah Code § 10-9a-532(c) there are no property rights under existing Utah law that the City is restricting or otherwise encumbering other than those set forth in this Agreement.

3. Approval Process. Following lawfully advertised public hearings before the City Planning Commission on 7/11/2023 the Application received a positive recommendation by Motion of the Planning Commission taken on 7/11/2023 with a vote of 6-0. The matter thereafter came before the City Council who considered and deliberated regarding the matter at appropriately noticed public meetings on 8/17/2023. The City Council thereafter approved the Project on [REDACTED], under the processes and procedures set forth in the Code and General Plan. With respect to the terms and conditions of approval, the City Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation and adopted with any modifications, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.

4. Vested Rights and Reserved Legislative Powers.

4.1. Vested Rights and Vested Projects. As of the Effective Date, Owner has the vested right to develop and construct the Project, and to develop and construct necessary infrastructure and other improvements in accordance with the uses, densities or intensities permitted to be constructed consistent with the provisions of this Agreement.

4.2 Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable Land Use Laws after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the rights described in Section 3.2.1 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (*Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law). Any such proposed change affecting the vested rights of the Project, shall be of general application to all development activity in City; and unless the City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception

to the vested rights doctrine. The regulations, ordinances, policies, and plans governing the permitted uses, densities or intensities permitted to be constructed consistent with the other provisions of this Agreement shall be the terms and conditions of this Agreement, and those Land Use Laws in effect on the Effective Date that are not inconsistent with the terms and conditions of this Agreement.

4.3 Governing Land Use Laws. The respective rights of the parties in the event the City seeks to apply or enforce Land Use Laws to the Project in a manner that is inconsistent with the terms and conditions of this Agreement shall be governed by then existing state and federal land use case law and statutes.

5. Designated Planning Official. The City planning official that is designated to interpret this Agreement, determine, and approve any amendments and to otherwise administer certain provisions of this Agreement is the Community Development Director (“Director”), as that position is filled from time to time. The Director may designate another person as his designee as the need may arise..

6. Hold Harmless.

7.1 Agreement of Owner. Owner agrees to and shall hold the City, its officers, elected officials, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Owner or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project or the actions of Owner taken pursuant to or the failure of Owner to comply with the terms of this Agreement. Any such action shall be referred to as an “indemnified claim.” Owner agrees to pay all costs for the defense of the City and its officers, agents, employees, consultants, attorneys, special counsel, and representatives regarding any indemnified claim. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section regardless of whether or not the City prepared, supplied, or approved this Agreement, plans or specifications, or both, for the Project or any Project Area. City may make all reasonable decisions with respect to its representation in any legal proceeding relating to an indemnified claim.

7.2 Exceptions to Hold Harmless. The agreements of Owner in this Section 6 shall not be applicable to (i) any claim arising by reason of the gross negligence or intentional misconduct of the City, or (ii) any claim reserved by Owner for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

7.3 Hold Harmless Procedures. Except in the Event of Default, the City shall give written notice of any claim, demand, action or proceeding which is the subject of Owner's hold harmless agreement as soon as practicable but not later than 10 business days after the assertion or commencement of the claim, demand, action or proceeding; provided however, the City's inadvertent failure to provide such notice within such time period shall not be a breach of this Agreement unless such failure materially impairs Owner's defenses in such action. In the event any such notice is given; the City shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

7. General Terms and Conditions:

7.1 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.

7.2 Construction. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. Where there is a conflict between the terms of this Agreement and any Exhibit, the more specific provision shall be controlling..

7.3 No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as anticipated in this Agreement or except in writing mutually agreed to and accepted by the Parties.

7.5 Notices. All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City

Owner

City of St. George  
Attn: City Attorney  
175 East 200 North  
St. George, Utah, 84770

SEBB LLC  
Attn: Eric Martin  
2583 S Songbird Cir  
Washington, UT 84780

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

7.6 Assignment. Neither this Agreement, nor any of the provisions, terms, or conditions hereof, can be assigned to any other party, individual or entity without prior written consent of City, which consent shall not be unreasonably withheld.

7.7 No Joint Venture, Partnership or Third-Party Rights. This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between Owner and City. No term or provision of this Agreement is intended to be, nor shall be, for the benefit or obligation 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.

7.8 Binding Effect. Subject to the provisions of this document above, all of the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, heirs, representatives, officers, agents, employees, members, assigns, and receivers.

7.9 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.

7.10 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.

7.11 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.

7.12 Execution of Agreement. 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.

7.13 Modification. The terms and conditions of this Agreement may be amended or modified only by written agreement of the Parties.

7.14 Exhibits Incorporated. All Exhibits to this Agreement are incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, this Agreement has been executed by the Mayor, acting by and through the City Council pursuant to Ordinance No. **XX**, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

City of St. George:

SEBB LLC

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Eric Martin

Approved as to form:

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

Attest:

\_\_\_\_\_  
Christina Fernandez, City Recorder

EXHIBIT A

*Legal Description of Property*

BLOOMINGTON GARDENS 1 (SG) Lot: 76 S: 13 T: 43S R: 16W ALSO: BEG ELY COR LOTS 75 & 76 BG-1  
W1/2 SEC 13 & E1/2 SEC 14 T43S R16W TH N42\*30' E 110.34 FT ALG L/L TO NLY & ELY COR  
LOT 76; TH S52\* E 131.72 FT TO WLY BANK VIRGIN RIVER; TH S29\*21' E 179.70 FT ALG RIVER;  
TH S23\*23' E 85.18 FT ALG RIVER; TH N52\* W 380.99 FT TO POB

|

EXHIBIT B



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

[alphaengineering.com](http://alphaengineering.com)

## EXHIBIT "A"

**EASEMENTS**  
**ROBERT B. CAMPOS TR**  
**SG-BG-1-76-A**  
**(July 13, 2022)**

### PERMANENT EASEMENT

Beginning at a point South 50°44'03" East 129.76 feet from the Southeast corner of Lot 76 of the Bloomington Gardens Subdivision as recorded in the Washington County Recorder's office as Document no. 137541 and running thence North 12°23'50" East 123.31 feet; thence South 50°44'03" East 44.84 feet; thence South 12°23'50" West 123.31 feet; thence North 50°44'03" West 44.84 feet to the point of beginning.

Contains 4,932 square feet or 0.11 acres, more or less.

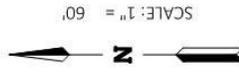
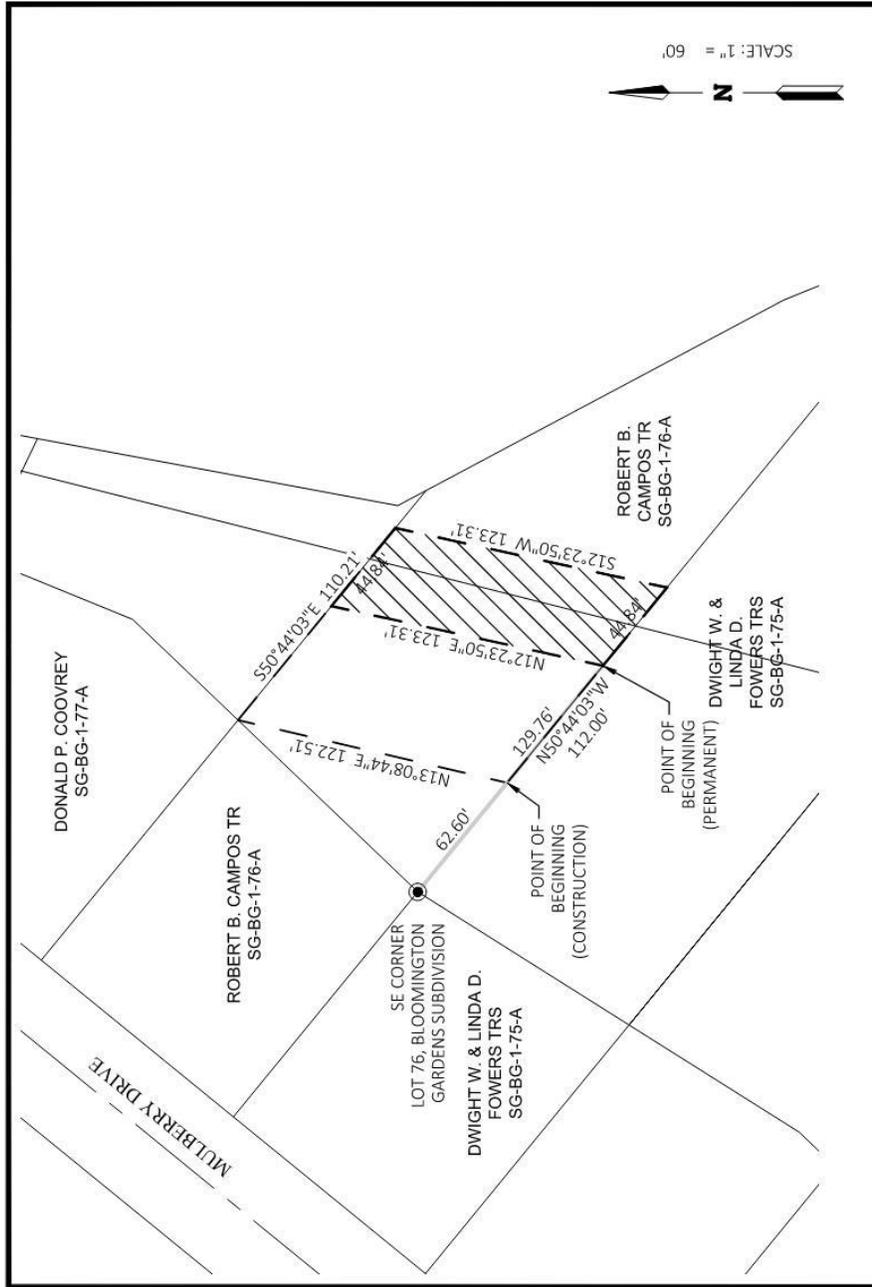
(Basis of Bearing being North 22°15'57" East along the east line of Lot 76 of Bloomington Garden Subdivision)

### TEMPORARY CONSTRUCTION EASEMENT

Beginning at a point South 50°44'03" East 62.60 feet from the Southeast corner of Lot 76 of the Bloomington Gardens Subdivision as recorded in the Washington County Recorder's office as Document no. 137541 and running thence North 13°08'44" East 122.51 feet; thence South 50°44'03" East 110.21 feet; thence South 12°23'50" West 123.31 feet; thence North 50°44'03" West 112.00 feet to the point of beginning.

Contains 12,221 square feet or 0.28 acres, more or less.

(Basis of Bearing being North 22°15'57" East along the east line of Lot 76 of Bloomington Garden Subdivision)

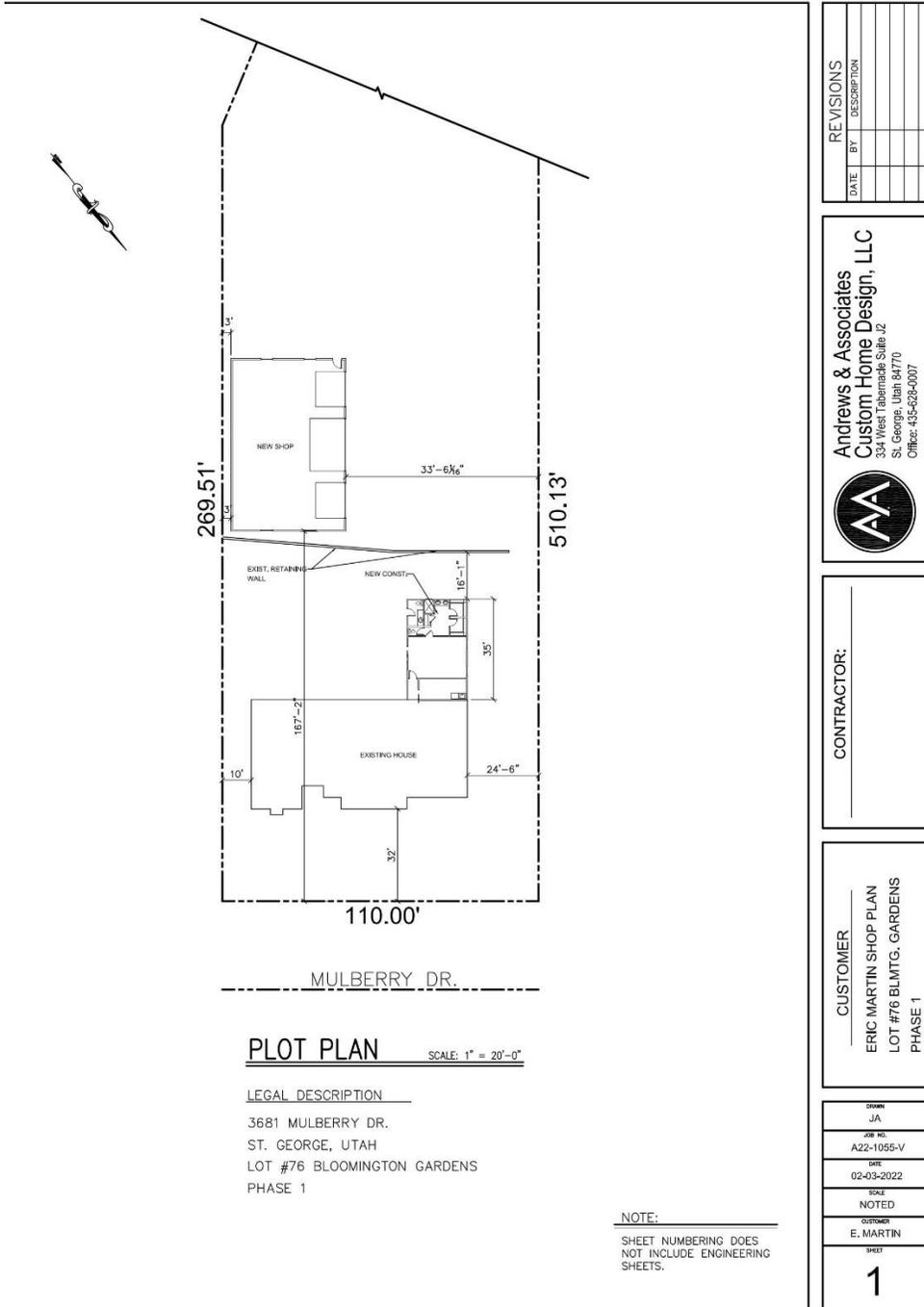


SANITARY SEWER EASEMENT  
SG-BG-1-76-A  
EXHIBIT "B"



041-149 | RS 7/13/2022

# EXHIBIT C



## PLOT PLAN SCALE: 1" = 20'-0"

LEGAL DESCRIPTION  
 3681 MULBERRY DR.  
 ST. GEORGE, UTAH  
 LOT #76 BLOOMINGTON GARDENS  
 PHASE 1

NOTE:  
 SHEET NUMBERING DOES NOT INCLUDE ENGINEERING SHEETS.

REVISIONS	
DATE	DESCRIPTION

**Andrews & Associates**  
**Custom Home Design, LLC**  
 334 West Tabernacle Suite J2  
 St. George, Utah 84770  
 Office: 435-628-0007



**CONTRACTOR:**

**CUSTOMER**  
 ERIC MARTIN SHOP PLAN  
 LOT #76 BLMTG. GARDENS  
 PHASE 1

<small>OWNER</small> JA
<small>JOB NO.</small> A22-1055-V
<small>DATE</small> 02-03-2022
<small>SCALE</small> NOTED
<small>CUSTOMER</small> E. MARTIN
<small>SHEET</small> <b>1</b>

EXHIBIT D

P-4

DOC # 20070031109

Page 1 of 4  
Easements  
Russell Shirts Washington County Recorder  
06/15/2007 12:54:07 PM Fee \$ 0.00  
By ST GEORGE CITY

When Recorded Return To:  
City of St. George  
175 East 200 North St. George, Utah 84770



06-06-1-76-A

FLOOD CONTROL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to Robert Benjamin Campos of St. George, herein referred to as Grantor(s), by the City of St. George, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor(s) do hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement to use, install, operate, maintain, repair and replace flood control improvements and facilities, and public trails, in, upon and along real property owned by Grantor(s) in Washington County, State of Utah, and the easement being more fully described as follows:

A 60' wide perpetual easement for the purpose of erecting and maintaining flood control improvements and facilities, and a public trail.

A temporary easement for a period of one year (twelve months) from the execution of this Flood Control Easement for the purpose of constructing the flood control improvements and facilities and the public trail.

Such flood control facilities and improvements shall consist of a berm, constructed of dirt and rock or other materials as deemed necessary by the Grantee for the purpose of flood control. Public trails shall only be placed on the inside of any bank erosion protection structures (the side closest to the river). Areas outside of bank erosion protection structures shall be used solely for construction and maintenance of flood control facilities. The Grantor may use areas outside of bank erosion protection structures to landscape and fence in conformance with city, state and federal laws and regulations. The Grantor may also construct earth access ways over and across bank erosion protection structures upon written approval from the Grantee.

There is no representation on the part of Grantee that the flood control improvements constructed within the easement shall have capacity to accommodate all flood problems that may arise and/or that the Grantee shall install or replace flood control improvements. Grantor and Grantee agree that should the flood control improvements and facilities contemplated by this easement not be constructed within three years from the execution date of this document, the easement shall revert back to grantee, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

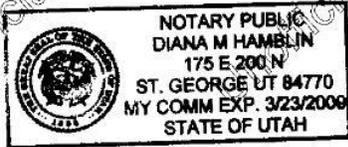
IN WITNESS WHEREOF, the Grantor(s) have executed this instrument this 1/23/06 Day of \_\_\_\_\_, 2006.

Grantor(s):

Robert Benjamin Campos

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 23 day of January, 2006, personally appeared before me, a Notary Public for the State of Utah, Robert Benjamin Campos, who is known by me to be the individual who executed the foregoing Flood Control Easement, and acknowledged to me that he executed the same, with full authority to so act.



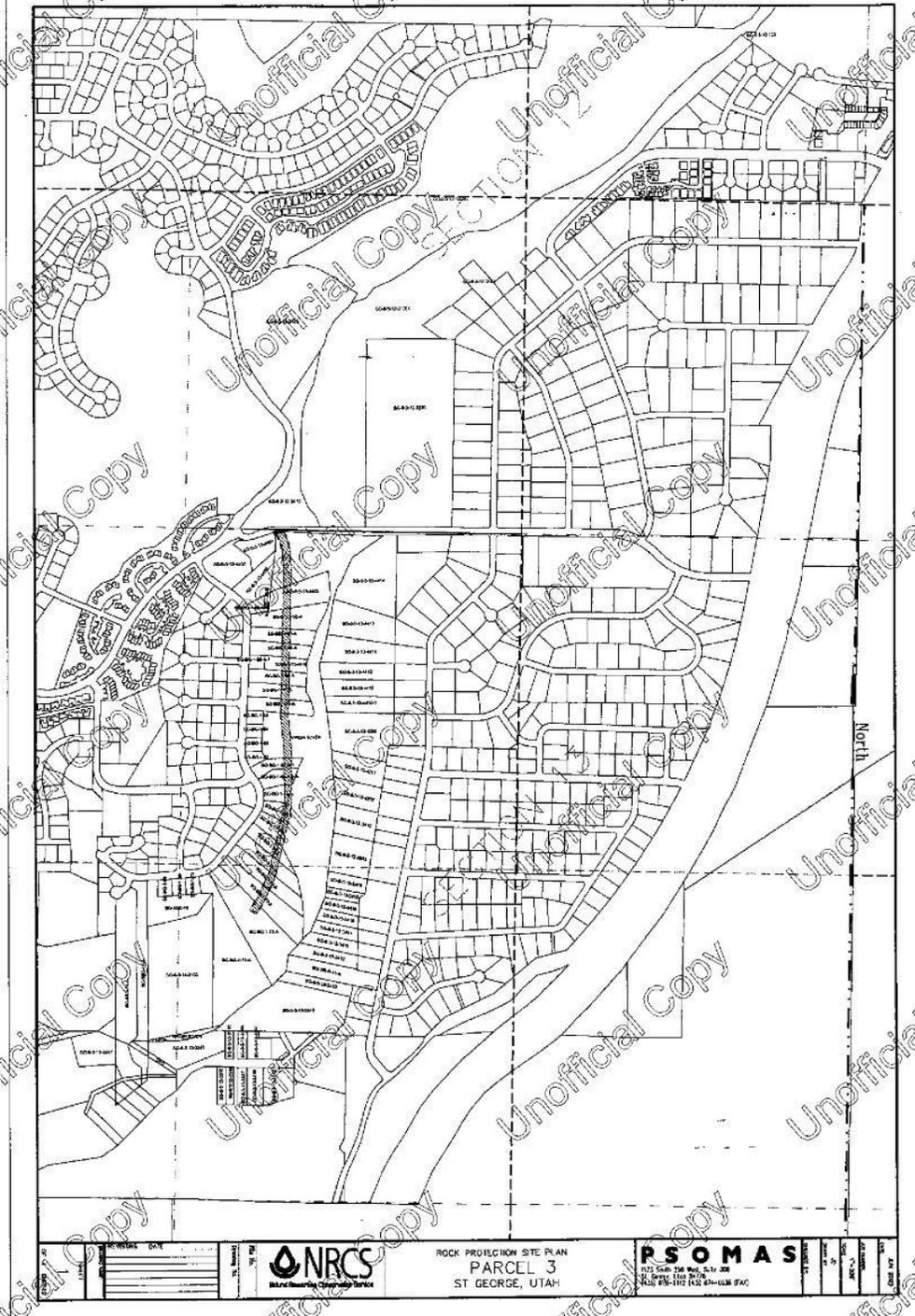
*Diana M Hamblin*

NOTARY PUBLIC

Parcel 3

Beginning at a point South 88°44'53" East 718.37 feet along the section line as shown on the St George City Horizontal Control Network and South 21.96 feet from the Northwest corner of Section 13, Township 43 South, Range 16 West, Salt Lake Base and Meridian and running thence South 21°30'26" East 74.57 feet; thence South 14°49'56" East 73.40 feet; thence South 04°10'52" East 137.29 feet; thence South 01°19'02" West 1170.19 feet; thence South 05°12'17" East 279.93 feet; thence South 00°18'46" East 409.29 feet; thence South 13°19'00" West 546.84 feet; thence South 24°52'37" West 19.91 feet; thence South 33°21'15" West 109.98 feet; thence South 56°38'45" East 60.00 feet; thence North 33°21'15" East 114.43 feet; thence North 24°52'37" East 230.43 feet; thence North 13°19'00" East 560.08 feet; thence North 00°18'46" West 419.02 feet; thence North 05°12'17" West 279.07 feet; thence North 01°19'02" East 1169.65 feet; thence North 04°10'52" West 145.76 feet; thence North 14°49'56" West 82.49 feet; thence North 21°30'26" West 54.42 feet; thence West 64.49 feet to the point of beginning.

Containing 182,207 square feet or 4.18 acres



 NATIONAL RESOURCE CONSERVATION SERVICE	ROCK PROTECTION SITE PLAN PARCEL 3 ST GEORGE, UTAH	 Professional Surveying & Mapping 101 South 200 West, 2nd Floor St. George, Utah 84770 435-65-3112 (cell) 435-65-3113 (fax)
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43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

[alphaengineering.com](http://alphaengineering.com)

## EXHIBIT "A"

**EASEMENTS**  
**ROBERT B. CAMPOS TR**  
**SG-BG-1-76-A**  
**(July 13, 2022)**

### PERMANENT EASEMENT

Beginning at a point South 50°44'03" East 129.76 feet from the Southeast corner of Lot 76 of the Bloomington Gardens Subdivision as recorded in the Washington County Recorder's office as Document no. 137541 and running thence North 12°23'50" East 123.31 feet; thence South 50°44'03" East 44.84 feet; thence South 12°23'50" West 123.31 feet; thence North 50°44'03" West 44.84 feet to the point of beginning.

Contains 4,932 square feet or 0.11 acres, more or less.

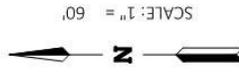
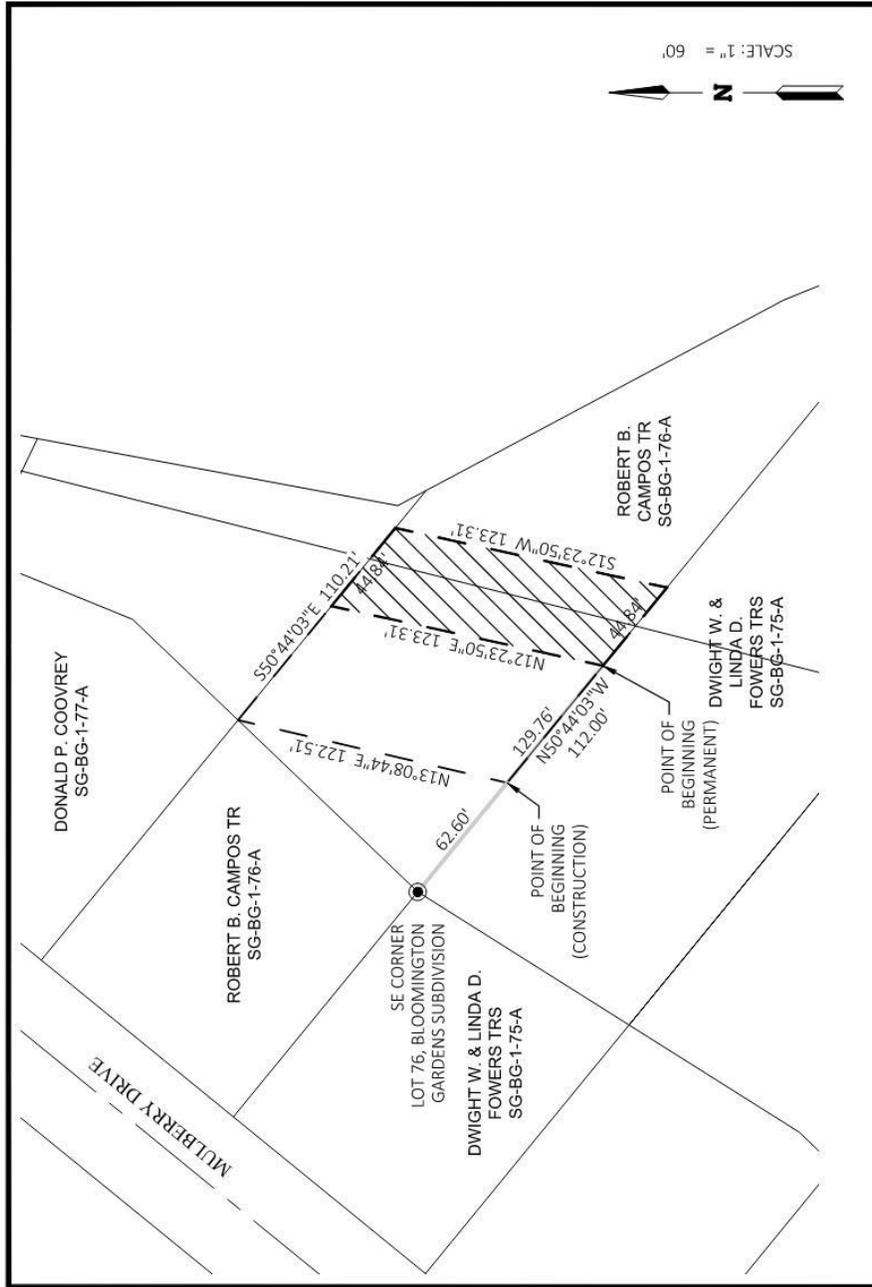
(Basis of Bearing being North 22°15'57" East along the east line of Lot 76 of Bloomington Garden Subdivision)

### TEMPORARY CONSTRUCTION EASEMENT

Beginning at a point South 50°44'03" East 62.60 feet from the Southeast corner of Lot 76 of the Bloomington Gardens Subdivision as recorded in the Washington County Recorder's office as Document no. 137541 and running thence North 13°08'44" East 122.51 feet; thence South 50°44'03" East 110.21 feet; thence South 12°23'50" West 123.31 feet; thence North 50°44'03" West 112.00 feet to the point of beginning.

Contains 12,221 square feet or 0.28 acres, more or less.

(Basis of Bearing being North 22°15'57" East along the east line of Lot 76 of Bloomington Garden Subdivision)



**ALPHA ENGINEERING**  
 43 South 100 East, Suite 100 - St George, Utah 84770  
 T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

**SANITARY SEWER EASEMENT  
 SG-BG-1-76-A  
 EXHIBIT "B"**

041-149 | RS 7/13/2022

# EXHIBIT C

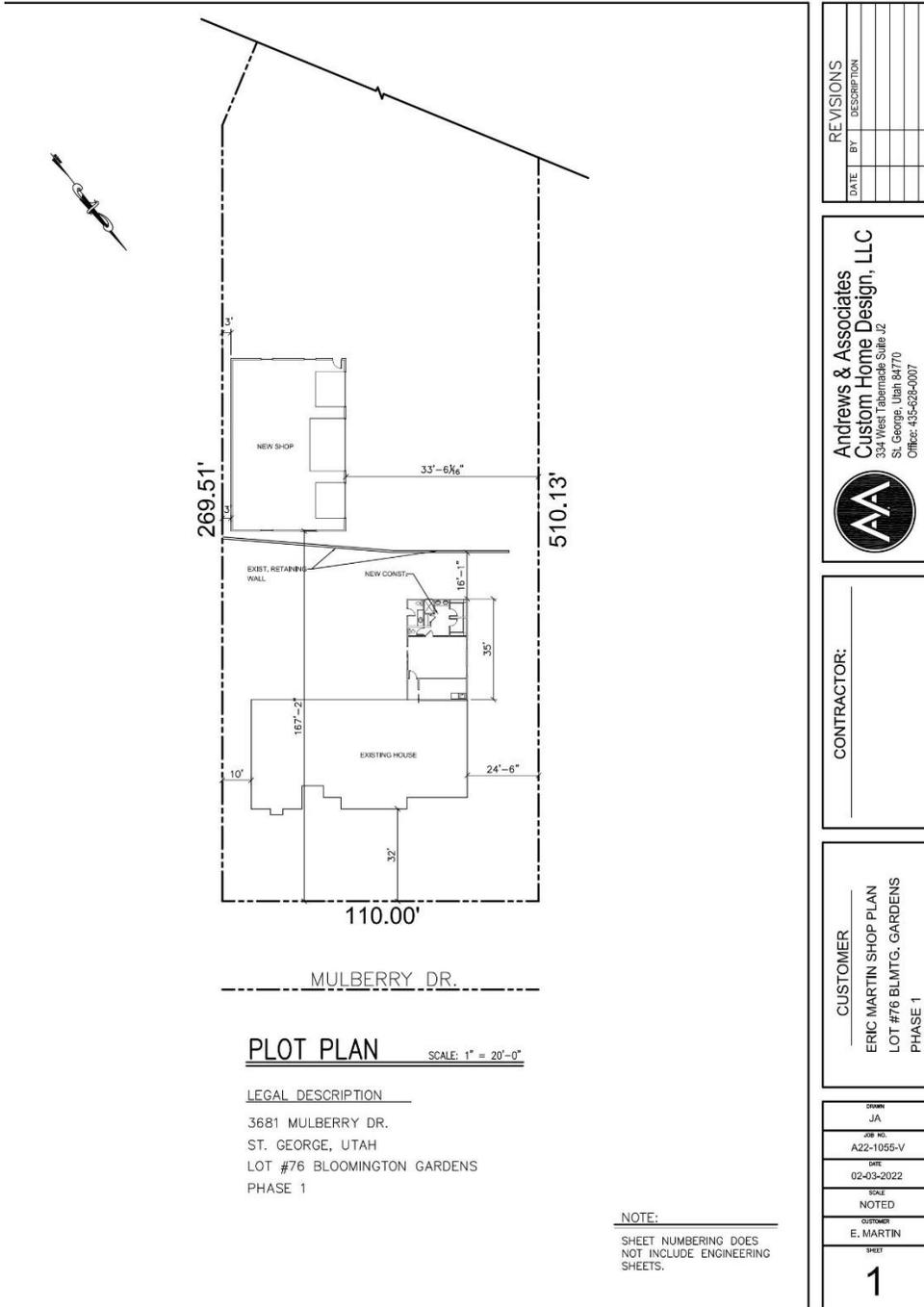


EXHIBIT D

P-4

DOC # 20070031109

Page 1 of 4  
Easements  
Russell Shirts Washington County Recorder  
06/15/2007 12:54:07 PM Fee \$ 0.00  
By ST GEORGE CITY

When Recorded Return To:  
City of St. George  
175 East 200 North St. George, Utah 84770



06-06-1-76-A

FLOOD CONTROL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to Robert Benjamin Campos of St. George, herein referred to as Grantor(s), by the City of St. George, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor(s) do hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement to use, install, operate, maintain, repair and replace flood control improvements and facilities, and public trails, in, upon and along real property owned by Grantor(s) in Washington County, State of Utah, and the easement being more fully described as follows:

A 60' wide perpetual easement for the purpose of erecting and maintaining flood control improvements and facilities, and a public trail.

A temporary easement for a period of one year (twelve months) from the execution of this Flood Control Easement for the purpose of constructing the flood control improvements and facilities and the public trail.

Such flood control facilities and improvements shall consist of a berm, constructed of dirt and rock or other materials as deemed necessary by the Grantee for the purpose of flood control. Public trails shall only be placed on the inside of any bank erosion protection structures (the side closest to the river). Areas outside of bank erosion protection structures shall be used solely for construction and maintenance of flood control facilities. The Grantor may use areas outside of bank erosion protection structures to landscape and fence in conformance with city, state and federal laws and regulations. The Grantor may also construct earth access ways over and across bank erosion protection structures upon written approval from the Grantee.

There is no representation on the part of Grantee that the flood control improvements constructed within the easement shall have capacity to accommodate all flood problems that may arise and/or that the Grantee shall install or replace flood control improvements. Grantor and Grantee agree that should the flood control improvements and facilities contemplated by this easement not be constructed within three years from the execution date of this document, the easement shall revert back to grantee, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

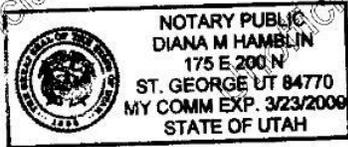
IN WITNESS WHEREOF, the Grantor(s) have executed this instrument this 1/23/06 Day of \_\_\_\_\_, 2006.

Grantor(s):

Robert Benjamin Campos

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 23 day of January, 2006, personally appeared before me, a Notary Public for the State of Utah, Robert Benjamin Campos, who is known by me to be the individual who executed the foregoing Flood Control Easement, and acknowledged to me that he executed the same, with full authority to so act.



*Diana M Hamblin*

NOTARY PUBLIC

Parcel 3

Beginning at a point South 88°44'53" East 718.37 feet along the section line as shown on the St George City Horizontal Control Network and South 21.96 feet from the Northwest corner of Section 13, Township 43 South, Range 16 West, Salt Lake Base and Meridian and running thence South 21°30'26" East 74.57 feet; thence South 14°49'56" East 73.40 feet; thence South 04°10'52" East 137.29 feet; thence South 01°19'02" West 1170.19 feet; thence South 05°12'17" East 279.93 feet; thence South 00°18'46" East 409.29 feet; thence South 13°19'00" West 546.84 feet; thence South 24°52'37" West 19.91 feet; thence South 33°21'15" West 109.98 feet; thence South 56°38'45" East 60.00 feet; thence North 33°21'15" East 114.43 feet; thence North 24°52'37" East 230.43 feet; thence North 13°19'00" East 560.08 feet; thence North 00°18'46" West 419.02 feet; thence North 05°12'17" West 279.07 feet; thence North 01°19'02" East 1169.65 feet; thence North 04°10'52" West 145.76 feet; thence North 14°49'56" West 82.49 feet; thence North 21°30'26" West 54.42 feet; thence West 64.49 feet to the point of beginning.

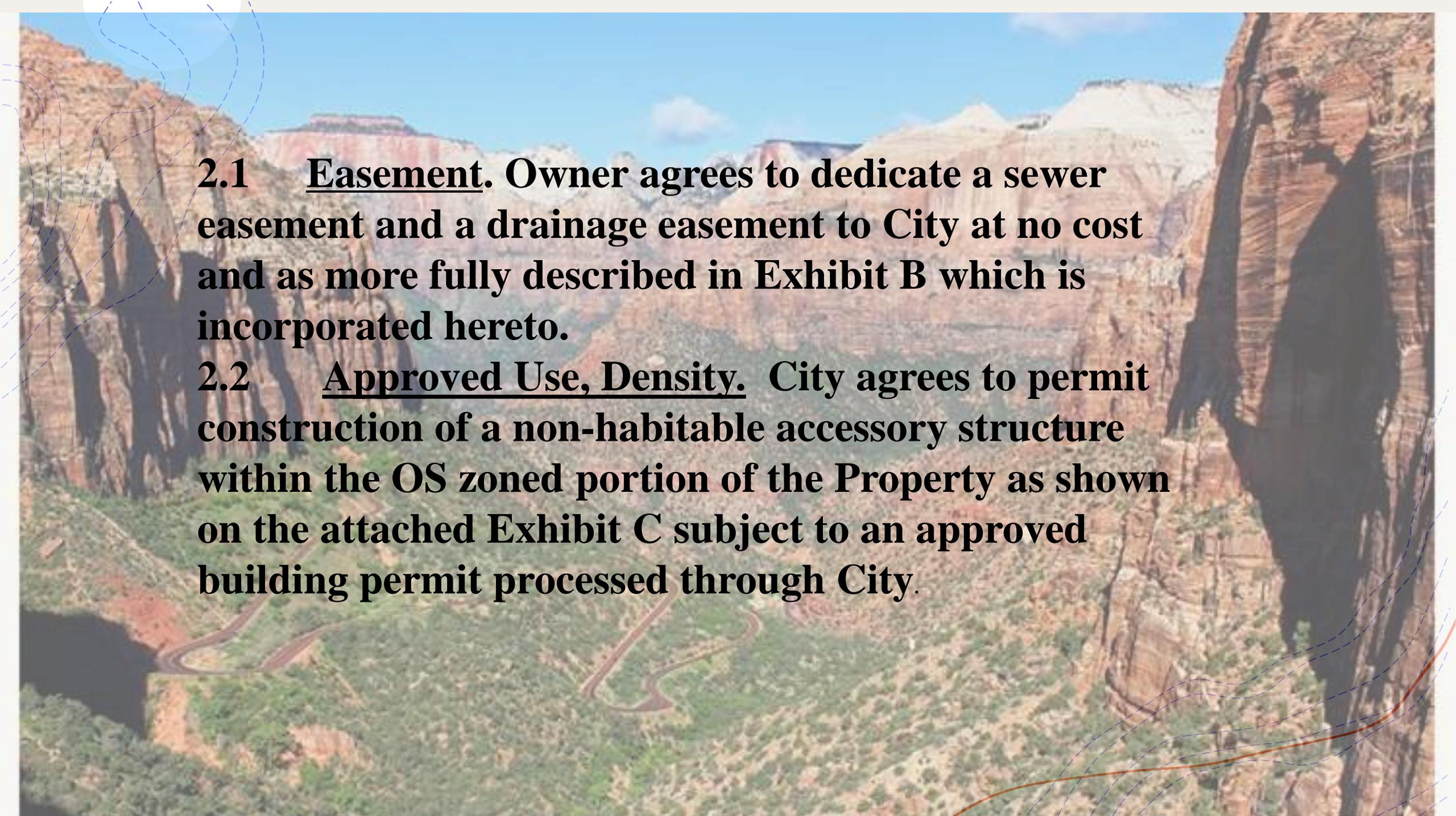
Containing 182,207 square feet or 4.18 acres



 NATIONAL RESOURCE CONSERVATION SERVICE	ROCK PROTECTION SITE PLAN PARCEL 3 ST GEORGE, UTAH	 Professional Surveying & Mapping 101 South 200 West, 2nd Floor St. George, Utah 84770 435-63-3112 (cell) 435-63-3113 (fax)
---	--	--

# Development Agreement

+ Eric Martin 3681 Mulberry Dr  
+ 2023-DA-005



**2.1 Easement. Owner agrees to dedicate a sewer easement and a drainage easement to City at no cost and as more fully described in Exhibit B which is incorporated hereto.**

**2.2 Approved Use, Density. City agrees to permit construction of a non-habitable accessory structure within the OS zoned portion of the Property as shown on the attached Exhibit C subject to an approved building permit processed through City.**

**2.3 The City has reviewed the Code, General Plan, and the proposed Project and has determined that Owner will substantially comply with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the relevant provisions of the City Code and General Plan and the Open Space Zone. The parties further agree that the omission of a limitation or restriction herein shall not relieve Owner of the necessity of complying with all applicable City Ordinances and Resolutions not in conflict with the provisions of this Agreement, along with all applicable state and federal laws.**

**2.4 Project Approvals and Compliance with City Design and Construction Standards. Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from the obligation to comply with City Ordinances and City Standard Specifications for Design and Construction, or all applicable requirements of the City necessary for approval of any development of Owner's Property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT ON APPROXIMATELY 1.0 ACRES LOCATED AT 3681 SOUTH MULBERRY DRIVE FOR THE PURPOSE OF ALLOWING THE APPLICANT TO BUILD A GARAGE IN OPEN SPACE ZONE IN EXCHANGE FOR A SEWER LNE AND AN ACCESS EASEMENT ON THE APPLICANT’S PROPERTY TO BE GRANTED TO CITY OF ST. GEORGE TO BE KNOWN AS ERIC MARTIN DEVELOPMENT AGREEMENT.**

(ERIC MARTIN 3681 MULBERRY DR)

**WHEREAS**, the property owner has requested a development agreement on approximately 1.0 acres, located at 3681 South Mulberry Drove for the purpose of allowing the applicant to build a garage in open space zone in exchange for sewer line and access easements on the applicant’s property to be granted to the St George City to be known as Eric Martin Development Agreement; and

**WHEREAS**, the City Council held a public meeting on this request on August 17, 2023, to consider the adoption of a development agreement; and

**WHEREAS**, the Planning Commission held a public hearing on the development agreement on July 11, 2023, and recommended approval with a 6-0 vote with no conditions:

**WHEREAS**, the City Council has determined that the requested development agreement adoption 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 garage, and sewer/access easements shown in the attached exhibits shall be amended upon the Effective Date of this Ordinance to reflect the approval of the garage and easements on 3681 Mulberry Dr property shown in Exhibit “B”. The property 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”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

**Section 3. Development Agreement.** The Development agreement attached hereto as Exhibit “C” is hereby adopted and approved.

**Section 4. 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 5. 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 17<sup>th</sup> day of August 2023.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

\_\_\_\_\_  
Tani Downing, City Attorney

Councilmember Hughes \_\_\_\_\_  
Councilmember McArthur \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

## Exhibit "A" – Legal Description

### *Legal Description of Property*

BLOOMINGTON GARDENS 1 (SG) Lot: 76 S: 13 T: 43S R: 16W ALSO: BEG ELY COR LOTS 75 & 76 BG-1 W1/2 SEC 13 & E1/2 SEC 14 T43S R16W TH N42°30' E 110.34 FT ALG L/L TO NLY & ELY COR LOT 76; TH S52° E 131.72 FT TO WLY BANK VIRGIN RIVER; TH S29°21' E 179.70 FT ALG RIVER; TH S23°23' E 85.18 FT ALG RIVER; TH N52° W 380.99 FT TO POB

## Exhibit "B" – Parcel Exhibit 3681 Mulberry Dr



## Exhibit “C” – Development Agreement

When Recorded Return To:  
City of St. George  
City Attorney’s Office  
175 East 200 North  
St. George, Utah 84770

Copy to:  
SEBB LLC  
3681 S Mulberry Drive  
St. George, UT 84790

Parcel No. SG-BG-1-76-A-1-B

### DEVELOPMENT AGREEMENT (SEBB LLC (Eric Martin); 3681 S Mulberry Drive)

This Development Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”) between the City of St. George, a municipal corporation of the State of Utah (“City”), and SEBB LLC, a limited liability company, (“Owner”). City and Owner may be referred to as a “Party” or collectively referred to as the “Parties.”

#### RECITALS

- A. Owner owns or controls a parcel of real property, parcel SG-BG-1-76-A-1-B which is more fully described in **Exhibit A** attached hereto, (hereinafter “Property”) located within the City of St. George and desires to make additional improvements by constructing a 40’X60’ garage within the area zoned Open Space, (“OS”), on the Property.
- B. City is working to acquire a sewer easement along the rear of the parcels directly adjacent to the west side of the Virgin River in the Bloomington Gardens subdivision for a future sewer main and is also working to acquire a drainage easement along these same parcels for access and maintenance of the Virgin River as more fully described in **Exhibit B**.
- C. A garage is not an allowed use within the OS zone, however a barn would be allowed. However, in order for the Owner to construct a barn in the OS zone, the barn must be located a minimum of 100 feet from a residential dwelling unit, which would require the structure to be constructed within the proposed sewer easement area the city is trying to acquire on the Property.
- D. Owner has indicated that if City would allow Owner to construct an accessory garage structure that is non habitable in lieu of the barn within the OS zoned area on Owner’s property, Owner would dedicate to the City at no cost, the sewer easement to City for the future 60” sewer main. . The city also agrees to not install any manholes on Owner’s property.
- E. City has an existing easement for the rock lined slope on the west side of the Virgin River which allows for the location of the future master planned trail which will be located on the east side of the rock lined slope, see attached **Exhibit D**.

F. In addition to the sewer easement, City desires to also acquire a drainage easement also described in **Exhibit B** on Owner's Property for access and maintenance of the Virgin River, rock lined slope and trail and Owner is willing to provide said drainage easement at no cost in exchange for the change to the allowed use within the OS zone

G. City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-532 and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree as follows:

### **AGREEMENT**

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. The Project.
  - 2.1 Easement: Owner agrees to dedicate a sewer easement and a drainage easement to City at no cost and as more fully described in **Exhibit B** which is incorporated hereto.
  - 2.2 Approved Use, Density: City agrees to permit construction of a non-habitable accessory structure within the OS zoned portion of the Property as shown on the attached **Exhibit C** subject to an approved building permit processed through City.
  - 2.3 The City has reviewed the Code, General Plan, and the proposed Project and has determined that Owner will substantially complied with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the relevant provisions of the City Code and General Plan and the Open Space Zone. The parties further agree that the omission of a limitation or restriction herein shall not relieve Owner of the necessity of complying with all applicable City Ordinances and Resolutions not in conflict with the provisions of this Agreement, along with all applicable state and federal laws.
  - 2.4 Project Approvals and Compliance with City Design and Construction Standards. Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from the obligation to comply with City Ordinances and City Standard Specifications for Design and Construction, or all applicable requirements of the City necessary for approval of any development of Owner's Property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.
  - 2.5 Acknowledgment and Waiver: Owner acknowledges and agrees that pursuant to the provisions of Utah Code § 10-9a-532(c) there are no property rights under existing Utah law that the City is restricting or otherwise encumbering other than those set forth in this Agreement.
3. Approval Process. Following lawfully advertised public hearings before the City Planning Commission on 7/11/2023 the Application received a positive recommendation by Motion of the Planning Commission taken on 7/11/2023 with a vote of 6-0. The matter thereafter came before the City Council who considered and deliberated regarding the matter at appropriately

noticed public meetings on 8/17/2023 . The City Council thereafter approved the Project on [REDACTED], under the processes and procedures set forth in the Code and General Plan. With respect to the terms and conditions of approval, the City Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation and adopted with any modifications, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.

4. Vested Rights and Reserved Legislative Powers.

4.1. Vested Rights and Vested Projects. As of the Effective Date, Owner has the vested right to develop and construct the Project, and to develop and construct necessary infrastructure and other improvements in accordance with the uses, densities or intensities permitted to be constructed consistent with the provisions of this Agreement.

4.2. Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable Land Use Laws after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the rights described in Section 3.2.1 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (*Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law). Any such proposed change affecting the vested rights of the Project, shall be of general application to all development activity in City; and unless the City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine. The regulations, ordinances, policies, and plans governing the permitted uses, densities or intensities permitted to be constructed consistent with the other provisions of this Agreement shall be the terms and conditions of this Agreement, and those Land Use Laws in effect on the Effective Date that are not inconsistent with the terms and conditions of this Agreement.

4.3. Governing Land Use Laws. The respective rights of the parties in the event the City seeks to apply or enforce Land Use Laws to the Project in a manner that is inconsistent with the terms and conditions of this Agreement shall be governed by then existing state and federal land use case law and statutes.

5. Designated Planning Official. The City planning official that is designated to interpret this Agreement, determine, and approve any amendments and to otherwise administer certain provisions of this Agreement is the Community Development Director (“Director”), as that position is filled from time to time. The Director may designate another person as his designee as the need may arise..

6. Hold Harmless.

7.1 Agreement of Owner. Owner agrees to and shall hold the City, its officers, elected officials, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Owner or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the

Project or the actions of Owner taken pursuant to or the failure of Owner to comply with the terms of this Agreement. Any such action shall be referred to as an “indemnified claim.” Owner agrees to pay all costs for the defense of the City and its officers, agents, employees, consultants, attorneys, special counsel, and representatives regarding any indemnified claim. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section regardless of whether or not the City prepared, supplied, or approved this Agreement, plans or specifications, or both, for the Project or any Project Area. City may make all reasonable decisions with respect to its representation in any legal proceeding relating to an indemnified claim.

7.2 Exceptions to Hold Harmless. The agreements of Owner in this Section 6 shall not be applicable to (i) any claim arising by reason of the gross negligence or intentional misconduct of the City, or (ii) any claim reserved by Owner for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

7.3 Hold Harmless Procedures. Except in the Event of Default, the City shall give written notice of any claim, demand, action or proceeding which is the subject of Owner’s hold harmless agreement as soon as practicable but not later than 10 business days after the assertion or commencement of the claim, demand, action or proceeding; provided however, the City’s inadvertent failure to provide such notice within such time period shall not be a breach of this Agreement unless such failure materially impairs Owner’s defenses in such action. In the event any such notice is given; the City shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

7. General Terms and Conditions:

7.1 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.

7.2 Construction. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. Where there is a conflict between the terms of this Agreement and any Exhibit, the more specific provision shall be controlling..

7.3 No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

This Agreement may not be modified or amended except as anticipated in this Agreement or except in writing mutually agreed to and accepted by the Parties.

7.5 Notices. All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City	Owner
City of St. George	SEBB LLC
Attn: City Attorney	Attn: Eric Martin
175 East 200 North	2583 S Songbird Cir
St. George, Utah, 84770	Washington, UT 84780

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

7.6 Assignment. Neither this Agreement, nor any of the provisions, terms, or conditions hereof, can be assigned to any other party, individual or entity without prior written consent of City, which consent shall not be unreasonably withheld.

7.7 No Joint Venture, Partnership or Third-Party Rights. This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between Owner and City. No term or provision of this Agreement is intended to be, nor shall be, for the benefit or obligation 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.

7.8 Binding Effect. Subject to the provisions of this document above, all of the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, heirs, representatives, officers, agents, employees, members, assigns, and receivers.

7.9 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.

7.10 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.

7.11 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.

7.12 Execution of Agreement. 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.

7.13 Modification. The terms and conditions of this Agreement may be amended or modified only by written agreement of the Parties.

7.14 Exhibits Incorporated. All Exhibits to this Agreement are incorporated by reference as if fully set forth herein.

-

IN WITNESS WHEREOF, this Agreement has been executed by the Mayor, acting by and through the City Council pursuant to Ordinance No. **XX**, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

City of St. George:

SEBB LLC

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Eric Martin

Approved as to form:

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

Attest:

\_\_\_\_\_  
Christina Fernandez, City Recorder



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

alphaengineering.com

## EXHIBIT "A"

EASEMENTS  
ROBERT B. CAMPOS TR  
SG-BG-1-76-A  
(July 13, 2022)

### PERMANENT EASEMENT

Beginning at a point South 50°44'03" East 129.76 feet from the Southeast corner of Lot 76 of the Bloomington Gardens Subdivision as recorded in the Washington County Recorder's office as Document no. 137541 and running thence North 12°23'50" East 123.31 feet; thence South 50°44'03" East 44.84 feet; thence South 12°23'50" West 123.31 feet; thence North 50°44'03" West 44.84 feet to the point of beginning.

Contains 4,932 square feet or 0.11 acres, more or less.

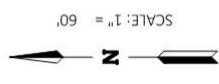
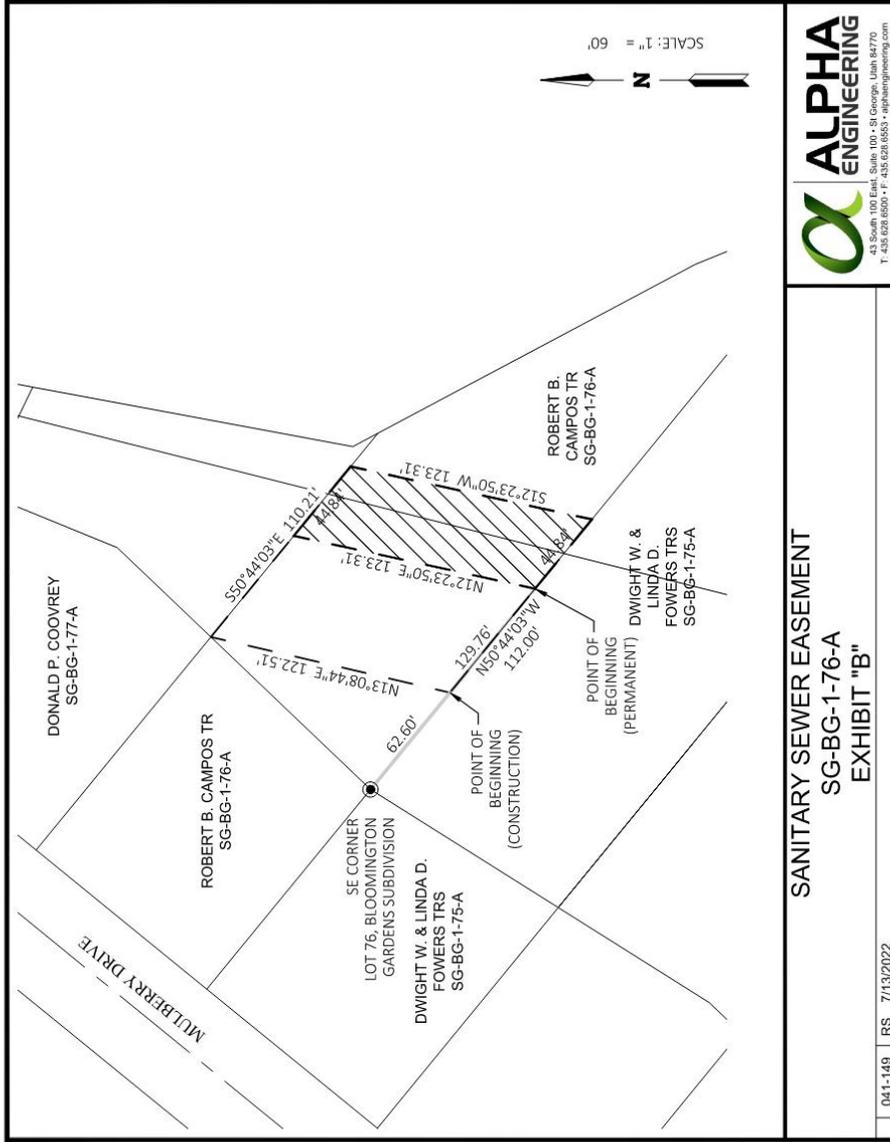
(Basis of Bearing being North 22°15'57" East along the east line of Lot 76 of Bloomington Garden Subdivision)

### TEMPORARY CONSTRUCTION EASEMENT

Beginning at a point South 50°44'03" East 62.60 feet from the Southeast corner of Lot 76 of the Bloomington Gardens Subdivision as recorded in the Washington County Recorder's office as Document no. 137541 and running thence North 13°08'44" East 122.51 feet; thence South 50°44'03" East 110.21 feet; thence South 12°23'50" West 123.31 feet; thence North 50°44'03" West 112.00 feet to the point of beginning.

Contains 12,221 square feet or 0.28 acres, more or less.

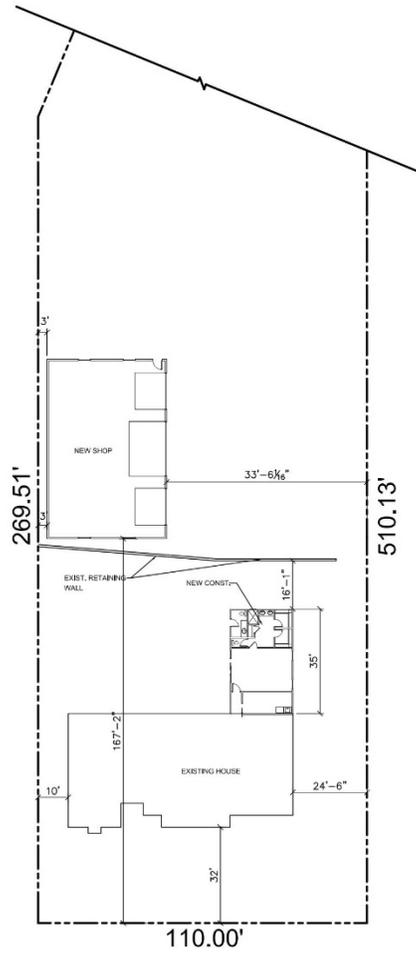
(Basis of Bearing being North 22°15'57" East along the east line of Lot 76 of Bloomington Garden Subdivision)



**SANITARY SEWER EASEMENT**  
**SG-BG-1-76-A**  
**EXHIBIT "B"**

**ALPHA ENGINEERING**  
 43 South 100 East, Suite 100 • St. George, Utah 84770  
 T: 435.626.6500 • F: 435.626.6503 • alphaengineering.com

041-149 RS 7/13/2022



MULBERRY DR.

**PLOT PLAN** SCALE: 1" = 20'-0"

LEGAL DESCRIPTION  
 3681 MULBERRY DR.  
 ST. GEORGE, UTAH  
 LOT #76 BLOOMINGTON GARDENS  
 PHASE 1

NOTE:  
 SHEET NUMBERING DOES NOT INCLUDE ENGINEERING SHEETS.

REVISIONS	
DATE	DESCRIPTION

**Andrews & Associates**  
**Custom Home Design, LLC**  
 334 West Talmadge Suite 112  
 St. George, Utah 84770  
 Office: 435-628-0007



CONTRACTOR: \_\_\_\_\_

CUSTOMER  
 ERIC MARTIN SHOP PLAN  
 LOT #76 BLMTG. GARDENS  
 PHASE 1

DESIGNER	JA
FILE NO.	A22-1055-V
DATE	02-03-2022
SCALE	NOTED
CUSTOMER	E. MARTIN
SHEET	<b>1</b>

P-4

DOC # 20070031109

Page 1 of 4  
Easements  
Russell Shirts Washington County Recorder  
05/15/2007 12:54:07 PM Fee \$ 0 00  
By ST GEORGE CITY

When Recorded Return To:  
City of St. George  
175 East 200 North St. George, Utah 84770



06-06-1-76-A

FLOOD CONTROL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to Robert Benjamin Campos of St. George, herein referred to a Grantor(s), by the City of St. George, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor(s) do hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement to use, install, operate, maintain, repair and replace flood control improvements and facilities, and public trails, in, upon and along real property owned by Grantor(s) in Washington County, State of Utah, and the easement being more fully described as follows:

A 60' wide perpetual easement for the purpose of erecting and maintaining flood control improvements and facilities, and a public trail.

A temporary easement for a period of one year (twelve months) from the execution of this Flood Control Easement for the purpose of constructing the flood control improvements and facilities and the public trail.

Such flood control facilities and improvements shall consist of a berm, constructed of dirt and rock or other materials as deemed necessary by the Grantee for the purpose of flood control. Public trails shall only be placed on the inside of any bank erosion protection structures (the side closest to the river). Areas outside of bank erosion protection structures shall be used solely for construction and maintenance of flood control facilities. The Grantor may use areas outside of bank erosion protection structures to landscape and fence in conformance with city, state and federal laws and regulations. The Grantor may also construct earth access ways over and across bank erosion protection structures upon written approval from the Grantee.

There is no representation on the part of Grantee that the flood control improvements constructed within the easement shall have capacity to accommodate all flood problems that may arise and/or that the Grantee shall install or replace flood control improvements. Grantor and Grantee agree that should the flood control improvements and facilities contemplated by this easement not be constructed within three years from the execution date of this document, the easement shall revert back to grantee, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument this 1/23/06 Day of \_\_\_\_\_, 2006.

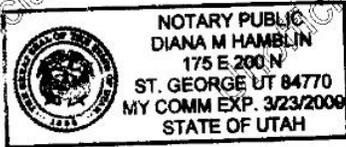
Grantor(s):  
  
Robert Benjamin Campos

STATE OF UTAH )

COUNTY OF WASHINGTON )

: ss.

On this 23 day of January, 2006, personally appeared before me, a Notary Public for the State of Utah, Robert Benjamin Campos, who is known by me to be the individual who executed the foregoing Flood Control Easement, and acknowledged to me that he executed the same, with full authority to so act.



*Diana M Hamblin*

NOTARY PUBLIC

Unofficial Copy

Parcel 3

Beginning at a point South 88°44'53" East 718.37 feet along the section line as shown on the St George City Horizontal Control Network and South 21.96 feet from the Northwest corner of Section 13, Township 43 South, Range 16 West, Salt Lake Base and Meridian and running thence South 21°30'26" East 74.57 feet; thence South 14°49'56" East 73.40 feet; thence South 04°10'52" East 137.29 feet; thence South 01°19'02" West 1170.19 feet; thence South 05°12'17" East 279.93 feet; thence South 00°18'46" East 409.29 feet; thence South 13°19'00" West 546.84 feet; thence South 24°52'37" West 19.91 feet; thence South 33°20'15" West 109.98 feet; thence South 56°38'45" East 60.00 feet; thence North 33°21'15" East 114.43 feet; thence North 24°52'37" East 230.43 feet; thence North 13°19'00" East 560.08 feet; thence North 00°18'46" West 419.02 feet; thence North 05°12'17" West 279.07 feet; thence North 01°19'02" East 1169.65 feet; thence North 04°10'52" West 145.76 feet; thence North 14°49'56" West 82.49 feet; thence North 21°30'26" West 54.42 feet; thence West 64.49 feet to the point of beginning.

Containing 182,207 square feet or 4.18 acres



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 04

**Subject:**

Consider approval of Ordinance No. 2023-012 changing the zone from M & G (Mining & Grazing) to PD-C (Planned Development Commercial) on approximately 13.385 acres located approximately at 2050 West Chandler Drive to allow the development of 23 hobby garages and 99 short-term RV resort sites on the property with conditions of the Planning Commission. Case No. 2023-ZC-007

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Logan Blake

Reference Number: 2023-ZC-007

Address/Location:

Approximately at 2050 W Chandler Drive

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

In 2022 (Case No. 2022-GPA-003) the City Council reviewed a General Plan Amendment for the Tonaquint Commercial and approved a Commercial area on 13.734 acres. In October 2022 (Case No. 2022-ZRA-003), there was a zoning regulation amendment for hobby garages approved as a permitted with standards. The intent at the time of the ZRA was to provide standards for hobby garages. The applicant worked with city staff to provide feedback on the permitted standards for hobby garages and is now coming back with the zone change for hobby garages and RV Resort short term rental on this property. This zone change proposal is for 23 hobby garage units on 3.117 acres and Short-Term RV Resort with 99 total sites on 10.263 acres. The RV Resort will include 65 pull through RV sites, 20 back in sites, and 14 camping sites. The proposal includes a 2,200 sq. ft. building to check in lobby, office, game room, showers, laundry, and pet bathing area. At their meeting held on July 11, 2023, the Planning Commission held a public hearing and recommended approval with a vote of 5-1 with conditions.

**Staff Narrative (need/purpose):**

The applicant is seeking approval for a zone change from M & G (Mining & Grazing) to PD-C (Planned Development Commercial) zone for the purpose of developing Hobby Garages and a Short-Term RV Resort.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

With a vote of 5-1 the Planning Commission recommended approval of the Tonaquint Commercial zone change with the following conditions.1.A 64 solid fence shall be erected along all side and rear property lines. Located adjacent to any use for the RV Resort site.2.Dedicate 60 public road and at least 32 of pavement with curb and gutter with the plat. 3.The northern portion (hobby garages) cannot be developed until all the land in Area 6 (Tortoise Reserve) is adjusted and the portion encroaching is taken out of Area 6.



**BACKGROUND:**

In 2022 (Case No. 2022-GPA-003) the City Council reviewed a General Plan Amendment for the Tonaquint Commercial and approved a Commercial area on 13.734 acres. In October 2022 (Case No. 2022-ZRA-003), there was a zoning amendment for hobby garages approved as a permitted with standards. The intent at the time of the ZRA was to provide standards for hobby garages. The applicant worked with city staff to provide feedback on the permitted standards for hobby garages and is now coming back with the zone change for hobby garages and RV Resort short term rental on this property. This zone change proposal is for 23 hobby garage units on 3.117 acres and Short-Term RV Resort with 99 total sites on 10.263 acres. The RV Resort will include 65 pull through RV sites, 20 back in sites, and 14 camping sites. The proposal includes a 2,200 sq ft building to check in lobby, office, game room , showers , laundry, and pet bathing area.

Please see the zoning requirement details below:

<b>Zoning Requirements</b>			
<b>Regulation</b>	<b>Section Number</b>	<b>Proposal</b>	<b>Staff Comments</b>
<b>Setbacks</b>		See attached plan.	Front/Side Public Street 25” Side yard 10’ Rear yard 10’ Between units 10’ Site plan appears to meet setbacks.
<b>Density</b>	10-17A-11-F	Hobby Garage is 7.38 units per acre. RV Resort is 9.65 units per acre	Meets requirement.
<b>Pedestrian Circulation Plan</b>	10-8-6	The site plan provided shows pedestrian connectivity to the right-of-way	The plan shows sidewalk access to public street.
<b>Uses</b>	10-8D-2	The proposed uses for this development has been established as hobby garage units and RV short term use.	If approved the uses are allowed.
<b>Height and Elevation</b>	10-8D-2	The proposed maximum Height is 24’ for hobby garages and 16’ for Short Term RV Resort	This meets the regulations
<b>Phasing Plan</b>	10-8D-2	Phasing is proposed.	Applicant would like to reserve the option to construct hobby

			garages at a different time than the RV Resort.
<b>Landscape Plan</b>	10-8D-2	A conceptual landscape plan has been included.	The landscape plan shows trees with each stall for RV Resort and trees along Chandler Dr.
<b>Utilities</b>	10-8D-2	None shown	All utilities will be extended along Chandler Dr. Utilities will be designed during the JUC process. We will ensure this is completed during the site plan approval process.
<b>Signs</b>	10-8D-2	None shown	The signs will need to meet the sign regulations found in Title 9-13.
<b>Lighting</b>	10-8D-2	The applicant is not requesting greater lighting than what is allowed. .	The lighting will need to be at or below 1.0-foot candles at the property line and designed to city standards.
<b>Amenities</b>	10-8D-6	Applicant is proposing swimming pool and hot tub, pickleball, cornhole.	The proposal provides for different types of amenities.
<b>Solid Waste</b>	10-8D-6	The site plan does show the location for solid waste.	The waste location will be required to have solid wall surrounding it.
<b>Buffer Protection</b>	10-17A-11-I-5	The applicants are proposing the exterior to be bordered by landscape and the back of buildings for hobby garages and open fencing for RV Resort.	A 6'4" solid fence shall be erected along all side and rear property lines. Located adjacent to any use for the RV Resort site.
<b>Overlay Zones</b>	10-13	None	N/A
<b>Parking</b>	10-19-5	7 parking spaces are provided RV Resort.	There are two ADA stalls on the site. Total stalls on site 9 stalls.
<b>EVCS And Bike Parking</b>	10-19-6	There are no bike racks or Conduit for future EVCS shown on the site	Regulations will require 2 bike spaces and conduit for 1 EVCS.
<b>Colors</b>	10-17A-14	The plans show the buildings to be an earth tone color scheme.	The code allows for natural muted tones that emulate the local geologic formations common to the area and blend with the predominant colors of the natural surroundings.

<b>Outdoor Living Space</b>	10-17A-11-L	Plans show minimum of 300 sq ft outdoor space adjacent to each stall.	Meets the requirement.
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**RECOMMENDATION:**

Staff recommends approval of this zone change amendment with the following conditions:

1. A 6'4" solid fence shall be erected along all side and rear property lines. Located adjacent to any use for the RV Resort site.
2. Dedicate 60' public road and at least 32' of pavement with curb and gutter with the plat.
3. The northern portion (hobby garages) cannot be developed until all the land in Area 6 (Tortoise Reserve) is adjusted and the portion encroaching is taken out of Area 6.

**ALTERNATIVES:**

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Table or Continue the proposed zone change amendment to a specific date.

**POSSIBLE MOTION:**

The City Council approves of the zone change with the conditions mentioned in the staff report.

**FINDINGS FOR APPROVAL:**

1. The proposed uses are permitted uses found in the PD-C zone.
2. The proposed project meets the Planned Development Commercial general requirements found in Section 10-8D-2.

**Exhibit A**  
**Applicant's Narrative**

PLANNED DEVELOPMENT ZONE  
TONAQUINT COMMERCIAL  
Narrative Description  
(Written text required by City Code Section 10-8D-2)  
MAY 2023

Submitted by:  
DSG Engineering, Inc.  
113 East 200 North, #2  
St. George, UT 84770

Contact: Logan Blake  
E: logan@DSGcivil.com  
O: (435) 628-2121

## Property Location and Purpose of Planned Development Zone Amendment

The subject property is located a 1/3 mile west of the Tonaquint Cove Subdivision and 1 1/4 quarter mile south of the Green Valley Resort and Spa. The property's General Plan designation is Commercial and current zoning on and adjacent to the property is Gravel and Grazing (G-G). This application proposes to change the zoning to Planned Development commercial to develop Hobby Garage Units and a Short-Term RV Resort.

### **A. Use of Land**

#### **A.1 Hobby Garage Units**

We propose 23 Hobby Garage units on the northern 3.117 acres. There will be a single private street accessed off the extension of Chandler Dr (60 ft public street). The garage doors will face the interior paved courtyard area with the back of the units acting as the border for the project. Units will be set back a minimum of 25 feet from the public streets and 10 feet from interior property lines. parking stalls will be covered by a typical metal parking canopy.

#### **A.2 Short-Term RV Resort**

We propose 65 pull-through sites, 20 back-in sites, and 14 camping sites for a total of 99 sites. This will be located on the southern 10.263 acres. The overall density of the sites will be 9.65 sites per acres. There will be a single access point off the extension of Chandler Dr (60 ft public street). Interior access throughout the site will be provided by two-way and one-way drive aisles. Two-way drive aisles with a 30 ft wide pavement section will be adjacent to the back in sites other two-way drive aisles will have a 26 ft wide pavement section. One-way drive aisles will have a 20 ft wide pavement section. We propose a 2,200 sq. ft. building with a check-in lobby, employee office, game room, showers, laundry, and a pet bathing area. We propose 13,380 sq. ft. of recreation area with a variety of guest amenities.

### **B. Height and Elevations**

#### **B.1 Hobby Garage Units**

The garage units will be single story and constructed out of decorative masonry block with variations in color and texture. Decorative bronze metal awnings will be placed over the doors and bronze trim will line the parapet. The maximum height from finished floor to the flat roof parapet will be 24 feet.

#### **B.2 Short-Term RV Resort**

The Main support building for the RV Resort will be single story flat roof construction to a height of 16 feet. Exterior wall finishes will consist of stucco and rock accents with black metal awnings and trim.

## **C. Density**

### **C.1 Hobby Garage Units**

We propose 23 Hobby Garage units on the northern 3.117 acres for a density of 7.38 units per acre.

### **C.2 Short-Term RV Resort**

We propose 99 sites on the southern 10.263 acres for a density of 9.65 sites per acre.

## **D. Schools, Churches and Open Spaces**

N/A.

## **E. Phasing Plan**

The individual projects are not proposed to be developed in phases, but we would like to reserve the option to construct the hobby garages at a different time than the RV Resort.

## **F. Topography**

The site consists of rolling upland desert terrain. The general slope of the land is from northwest to southeast. An alluvial dry wash borders the project on the north and east sides, with small gullies running through the site. An overhead transmission line and dirt road border the south and west sides of the project.

## **G. Landscape Plan**

### **G.1 Hobby Garage Units**

Desert themed landscaping with street trees will border the project adjacent to the public streets on the north and west sides.

### **G.2 Short-Term RV Resort**

Desert themed landscaping with street trees will border the project adjacent to the public street on the west side. The same theme will continue throughout the project. Trees are planned adjacent to each site to provide shade. Small turf areas will be utilized throughout the project for pet relief areas, as well as a larger turf area for general recreation.

## **H. Area Reserved for Landscaping**

### **H.1 Hobby Garage Units**

22% ( $\approx$ 29,000 sq. ft.) of area will be dedicated to landscape.

### **H.2 Short-Term RV Resort**

31% ( $\approx$ 139,000 sq. ft.) of area will be dedicated to landscape.

## **I. Utilities**

Water, sewer, and power utilities will be extended along Chandler Dr from the existing Tonaquint Cove subdivision to the east. Detailed utility planning will be completed as part of the construction plan set.

## **J. Refuse Storage Areas**

### **J.1 Hobby Garage Units**

A refuse storage area is planned for on the interior of the project and will be screen by a masonry fence similar to the style of the units.

### **J.2 Short-Term RV Resort**

Several refuse storage areas are planned throughout the site and will be screened by individual masonry fences.

## **K. Lighting Plan**

### **K.1 Hobby Garage Units**

The surrounding roadways will have lighting consistent with St. George City Standards. Interior site lighting will be provided by wall sconces on the building.

### **K.2 Short-Term RV Resort**

The surrounding roadways will have lighting consistent with St. George City Standards. The main building will have wall sconces on the building. Additional site lighting will be provided by light emitting bollards or downward projecting area lights placed at key locations throughout the project.

## **L. Turning Space**

### **L.1 Hobby Garage Units**

The inner courtyard has room for 100 ft diameter circle of turning space to enter and exit the site.

### **L.2 Short-Term RV Resort**

We have taken care to ensure that the site plan has ample turning space for the safe, convenient operation of the large vehicles for which the project is intended.

## **M. Signs**

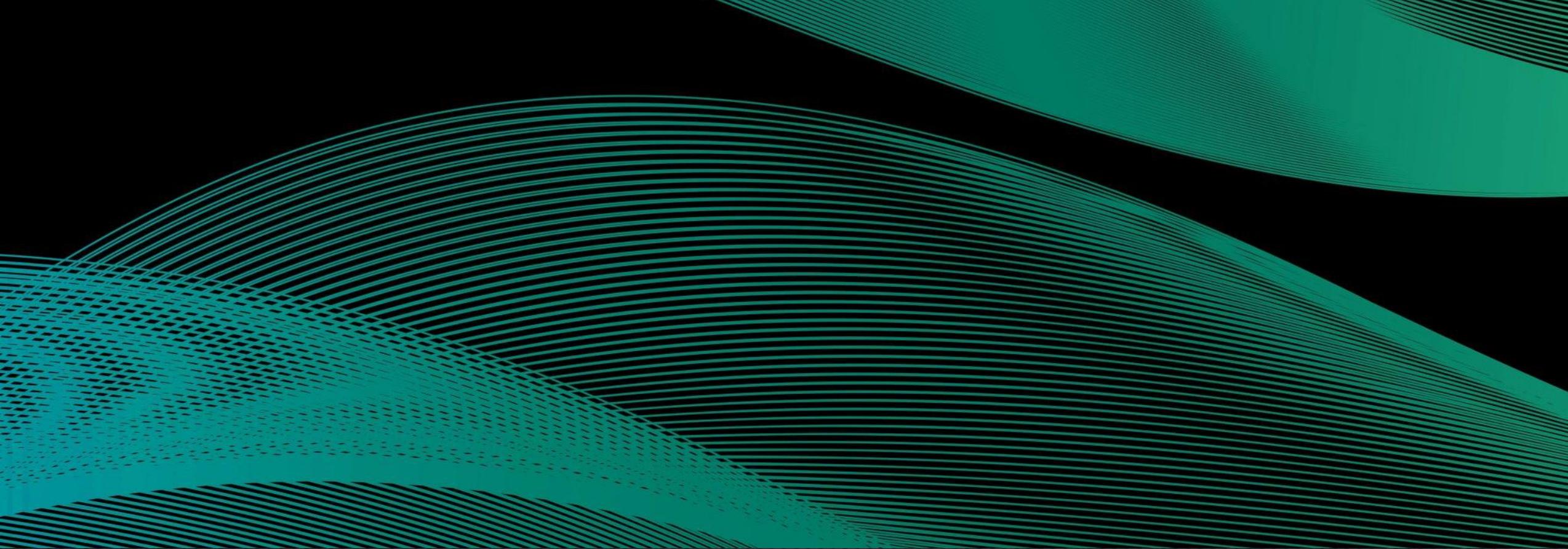
### **M.1 Hobby Garage Units**

There are no plans for signs with this project.

### **M.2 Short-Term RV Resort**

There will be a project sign located at the facility entrance. A sign permit application will be submitted at a later date.

**Exhibit B**  
**PowerPoint Presentation**



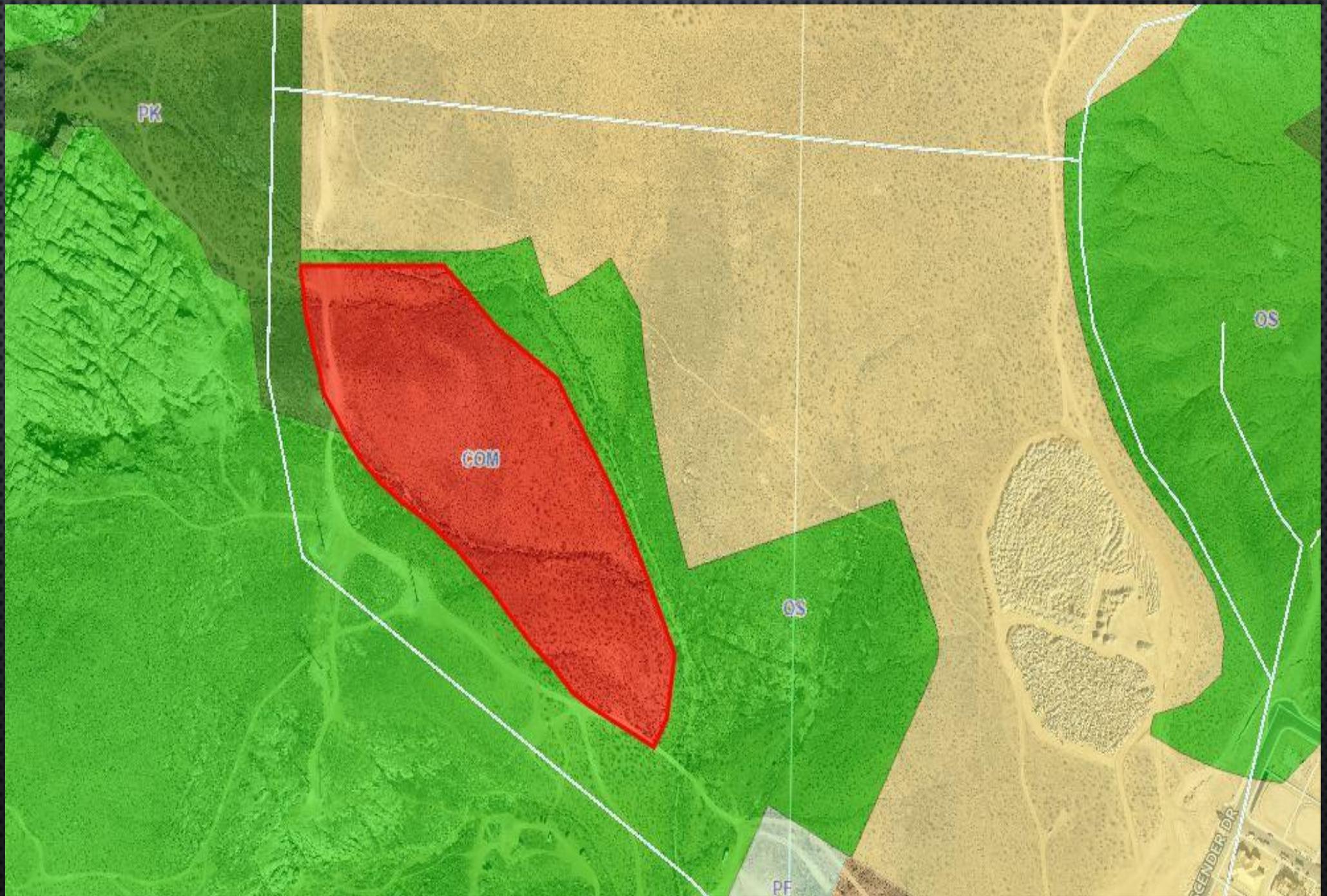
# TONAQUINT COMMERCIAL

CASE No. 2023-ZC-007

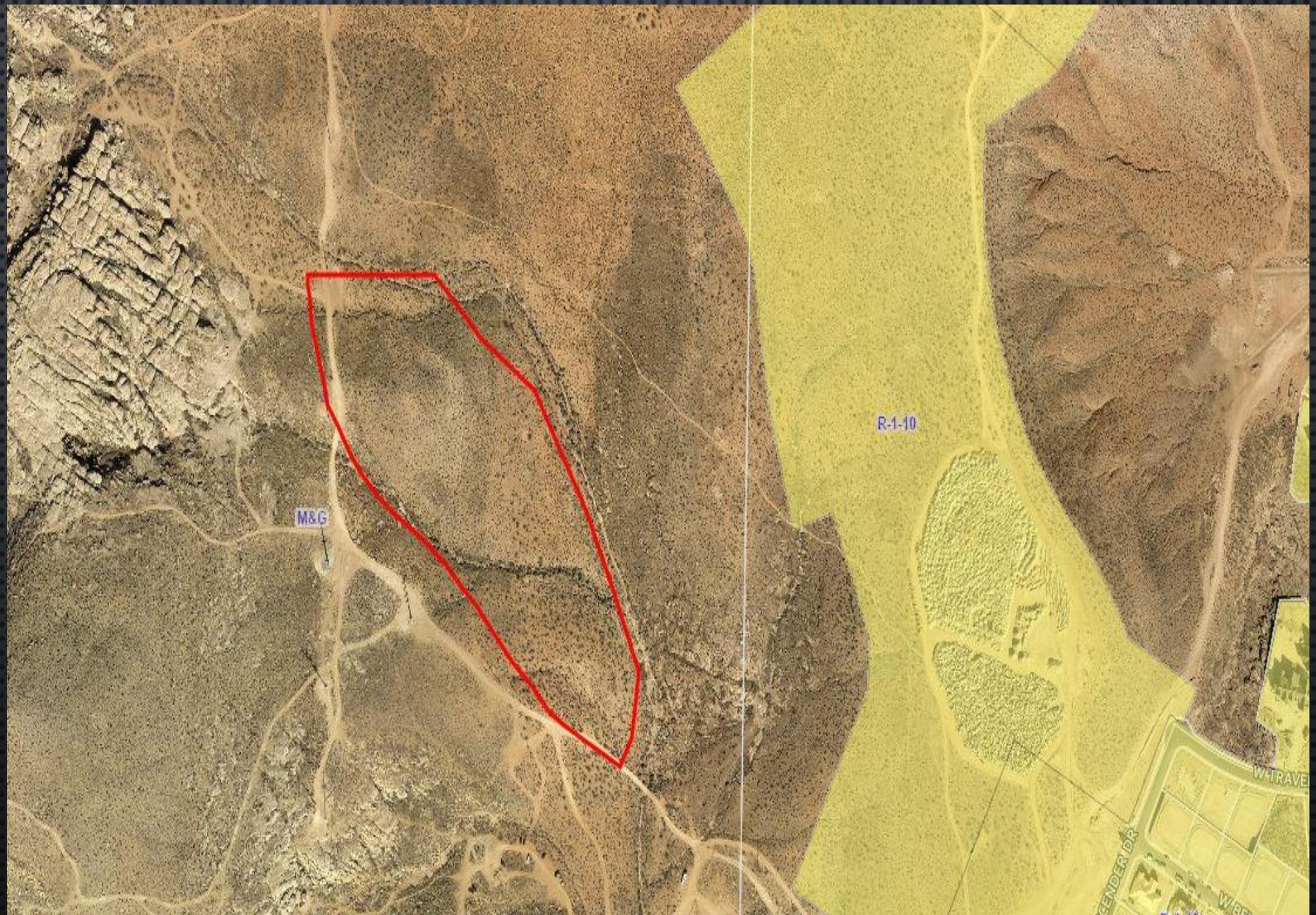
LOCATION



LAND  
USE  
MAP

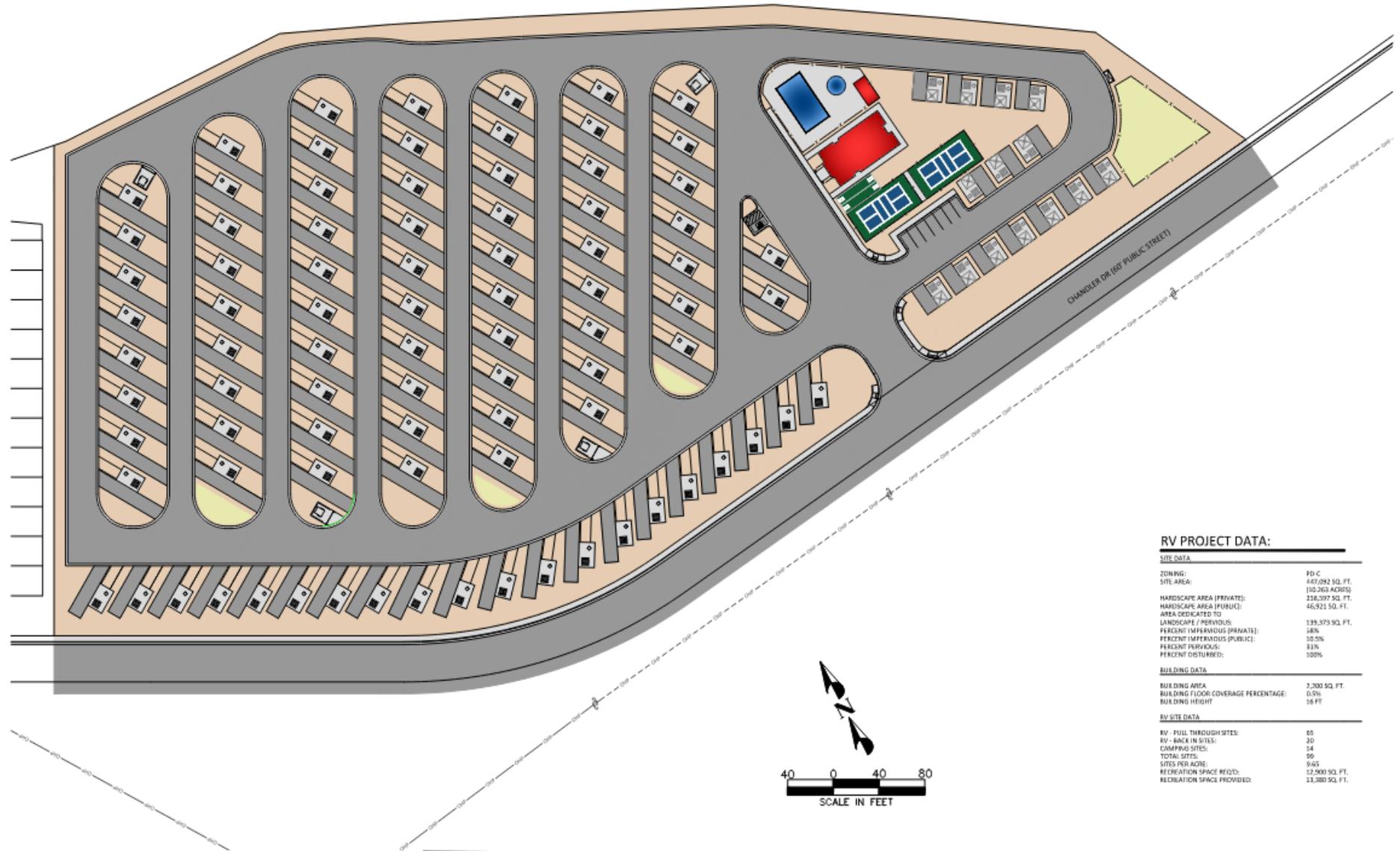


# ZONING





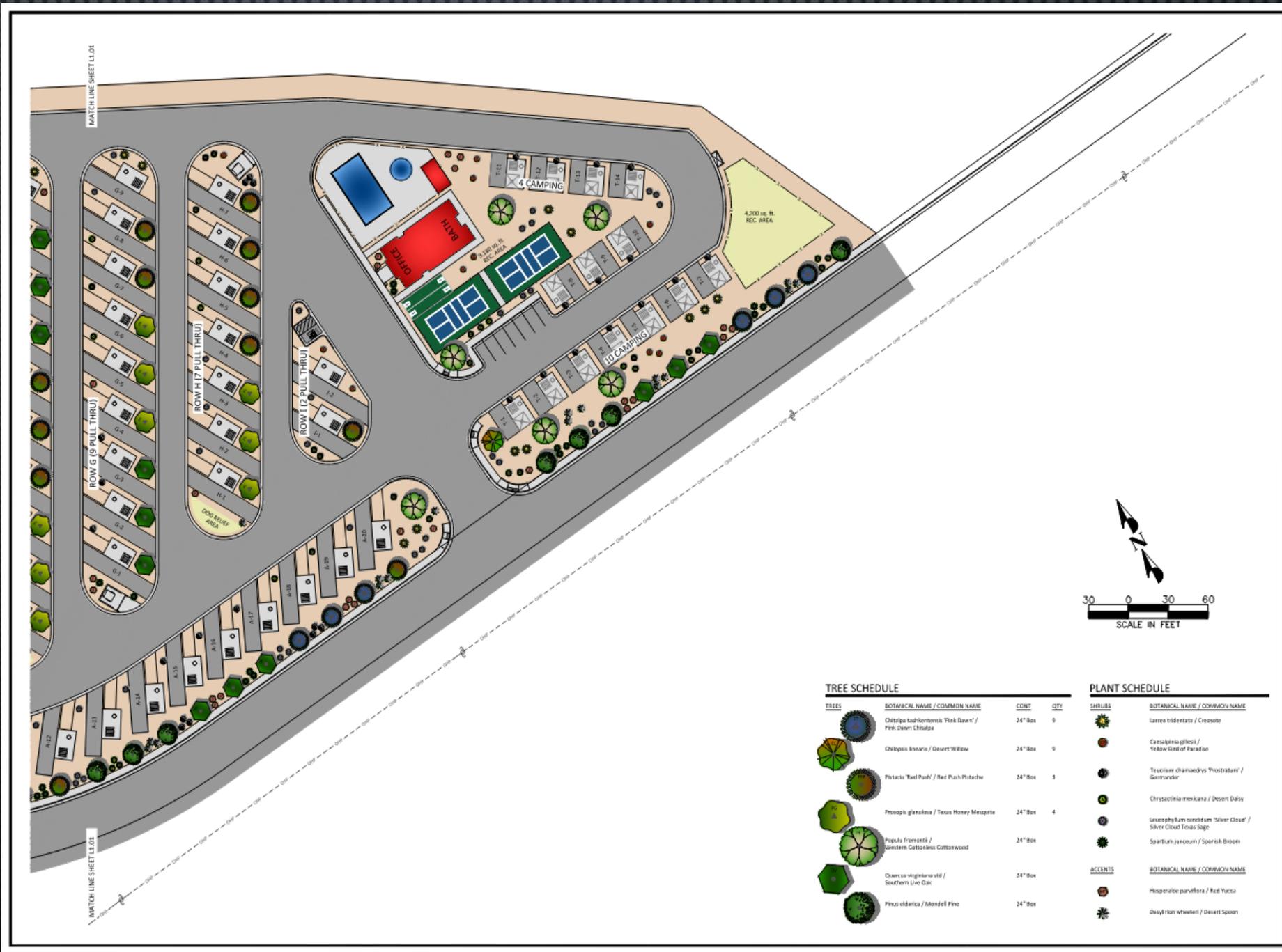
# SITE PLAN RV RESORT



**RV PROJECT DATA:**

SITE DATA	
ZONING:	PD-C
SITE AREA:	447,082 SQ. FT. (10.263 ACRES)
HARDSCAPE AREA (PRIVATE):	238,397 SQ. FT.
HARDSCAPE AREA (PUBLIC):	46,921 SQ. FT.
AREA DEDICATED TO LANDSCAPE / PERVIOUS:	139,375 SQ. FT.
PERCENT IMPERVIOUS (PRIVATE):	56%
PERCENT IMPERVIOUS (PUBLIC):	10.5%
PERCENT PERVIOUS:	31%
PERCENT DISTURBED:	100%
BUILDING DATA	
BUILDING AREA:	2,700 SQ. FT.
BUILDING FLOOR COVERAGE PERCENTAGE:	0.5%
BUILDING HEIGHT:	15 FT
RV SITE DATA	
RV - PULL THROUGH SITES:	85
RV - BACK IN SITES:	20
CAMPING SITES:	14
TOTAL SITES:	99
SITES PER ACRE:	9.65
RECREATION SPACE REQ'D:	12,500 SQ. FT.
RECREATION SPACE PROVIDED:	13,380 SQ. FT.

# SITE/LANDSCAPE PLAN RV RESORT



## TREE SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	QTY
	<i>Chitalpa tashiroensis</i> / "Pink Dawn" Pink Dawn Chitalpa	24" Box	9
	<i>Chilopsis linearis</i> / Desert Willow	24" Box	9
	<i>Pistacia</i> "Red Pash" / Red Pash Pitach	24" Box	3
	<i>Prosopis glandulosa</i> / Texas Honey Mesquite	24" Box	4
	<i>Populus fremontii</i> / Western Cottonwood Cottonwood	24" Box	
	<i>Quercus virginiana</i> ssp / Southern Live Oak	24" Box	
	<i>Pinus edulis</i> / Mondell Pine	24" Box	

## PLANT SCHEDULE

SHRUBS	BOTANICAL NAME / COMMON NAME
	<i>Larrea tridentata</i> / Creosote
	<i>Cassipouira glabra</i> / Yellow Bird of Paradise
	<i>Yucca elata</i> / Desert Daisy
	<i>Cylindropuntia imbricata</i> / Silver Cholla
	<i>Spartium juncifolium</i> / Spanish Broom
ACCENTS	BOTANICAL NAME / COMMON NAME
	<i>Hesperaloe parviflora</i> / Red Yucca
	<i>Dasylirion wheeleri</i> / Desert Spoon



# ELEVATIONS RV RESORT

## TONAQUINT RV PARK



CIVIL DRAWING INDEX	
C1.01	SITE PLAN
C1.02	SITE UTILITY PLAN
C1.03	SITE GRADING PLAN
C1.04	MISC SITE DETAILS
STRUCTURAL DRAWING INDEX	
S0.1	STRUCTURAL SPECIFICATIONS
S1.0	FOUNDATION PLAN
S2.0	ROOF FRAMING PLAN
S3.0	FOUNDATION DETAILS
S4.0	FRAMING DETAILS
ARCHITECTURAL DRAWING INDEX	
A001	COVER SHEET
A002	LIFE SAFETY PLAN
A101	FIRST FLOOR WALL TYPES
A102	FIRST FLOOR PLAN
A103	ROOF PLAN
A104	REFLECTED CEILING PLAN
A105	ADA DETAILS
A106	THERMAL ENVELOPE
A107	THERMAL ENVELOPE CONTINUED
A201	ELEVATIONS
A202	ELEVATIONS
A301	SECTIONS
A401	DETAILS
MECHANICAL DRAWING INDEX	
M 0.1	MECHANICAL COVER SHEET
M 0.2	MECHANICAL SPECIFICATIONS
M 0.3	MECHANICAL SCHEDULES
M 1.0	MECHANICAL PLAN
M 2.0	MECHANICAL DETAILS
ELECTRICAL DRAWING INDEX	
E 0.1	ELECTRICAL COVER SHEET
E 0.2	ELECTRICAL SPECIFICATIONS
E 0.3	ELECTRICAL PANEL SCHEDULE
E 1.0	ELECTRICAL PLAN
PLUMBING DRAWING INDEX	
P 0.1	PLUMBING COVER SHEET
P 0.2	PLUMBING SPECIFICATIONS
P 1.0	PLUMBING PLAN
P 1.1	PLUMBING PLAN
P 2.0	PLUMBING DETAILS

### DEFERRED SUBMITTALS

- 1- MANUFACTURED TRUSS DESIGN
- 2- FIRE ALARM SYSTEM DRAWINGS, CALCULATIONS, AND EQUIPMENT DETAILS. (IFC 907.1.1)

TOTAL BUILDING SQUARE FOOTAGE	
B OCCUPANCY	515
M OCCUPANCY	518
ACCESSORY	118
UNOCCUPIED	1,406
<b>TOTAL</b>	<b>2,557</b>

### PLUMBING CALCULATIONS - 2902.1

#### TOTAL OCCUPANTS - 19

	MEN - 7	
	W.C. (125) FOR FIRST 50 (150) FOR REMAINDER EXCEEDING 50	LAV (140) FOR FIRST 20 (180) FOR REMAINDER EXCEEDING 80
REQUIRED	1	1
PROVIDED	5	5

	WOMEN - 8	
	W.C. (125) FOR FIRST 50 (150) FOR REMAINDER EXCEEDING 50	LAV (140) FOR FIRST 20 (180) FOR REMAINDER EXCEEDING 80
REQUIRED	1	1
PROVIDED	5	5

SERVICE SINK - 1

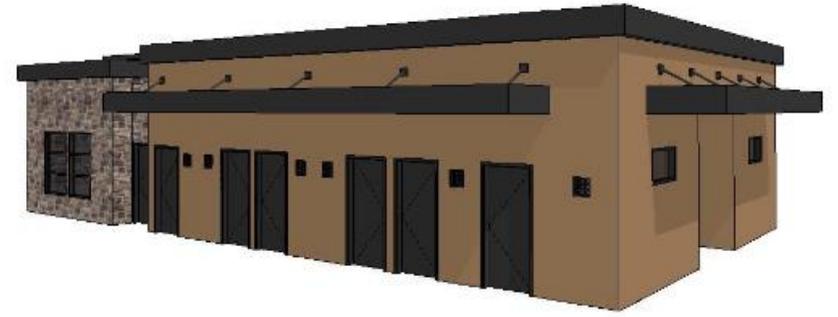
### 2018 I.B.C. CODE INFORMATION

CODE ITEM REFERENCE	CODE REQUIREMENT	ACTUAL BUILDING DESIGN
OCCUPANCY CATEGORY	308.4.1.1 B BUSINESS - PRIMARY OCCUPANCY M MERCANTILE NON SEPARATED	308.4.1.1 B BUSINESS - PRIMARY OCCUPANCY M MERCANTILE NON SEPARATED
CONSTRUCTION TYPE	TABLE 601 TYPE V.B	TABLE 601 TYPE V.B
FLAME SPREAD - BUILDING AREA FLOOR V.B. 2	0-900 SF	0-900 SQUARE FEET
MAX. STORY HEIGHT	2 STORIES 48 FT.	1 STORIES - 16 FEET
ACCESSIBLE ENTRANCES SECTION 108.2.1 AND 108.2.1.1	2.1.1.1.1 2.1.1.1.2 2.1.1.1.3 2.1.1.1.4 2.1.1.1.5 2.1.1.1.6 2.1.1.1.7 2.1.1.1.8 2.1.1.1.9 2.1.1.1.10 2.1.1.1.11 2.1.1.1.12 2.1.1.1.13 2.1.1.1.14 2.1.1.1.15 2.1.1.1.16 2.1.1.1.17 2.1.1.1.18 2.1.1.1.19 2.1.1.1.20 2.1.1.1.21 2.1.1.1.22 2.1.1.1.23 2.1.1.1.24 2.1.1.1.25 2.1.1.1.26 2.1.1.1.27 2.1.1.1.28 2.1.1.1.29 2.1.1.1.30 2.1.1.1.31 2.1.1.1.32 2.1.1.1.33 2.1.1.1.34 2.1.1.1.35 2.1.1.1.36 2.1.1.1.37 2.1.1.1.38 2.1.1.1.39 2.1.1.1.40 2.1.1.1.41 2.1.1.1.42 2.1.1.1.43 2.1.1.1.44 2.1.1.1.45 2.1.1.1.46 2.1.1.1.47 2.1.1.1.48 2.1.1.1.49 2.1.1.1.50 2.1.1.1.51 2.1.1.1.52 2.1.1.1.53 2.1.1.1.54 2.1.1.1.55 2.1.1.1.56 2.1.1.1.57 2.1.1.1.58 2.1.1.1.59 2.1.1.1.60 2.1.1.1.61 2.1.1.1.62 2.1.1.1.63 2.1.1.1.64 2.1.1.1.65 2.1.1.1.66 2.1.1.1.67 2.1.1.1.68 2.1.1.1.69 2.1.1.1.70 2.1.1.1.71 2.1.1.1.72 2.1.1.1.73 2.1.1.1.74 2.1.1.1.75 2.1.1.1.76 2.1.1.1.77 2.1.1.1.78 2.1.1.1.79 2.1.1.1.80 2.1.1.1.81 2.1.1.1.82 2.1.1.1.83 2.1.1.1.84 2.1.1.1.85 2.1.1.1.86 2.1.1.1.87 2.1.1.1.88 2.1.1.1.89 2.1.1.1.90 2.1.1.1.91 2.1.1.1.92 2.1.1.1.93 2.1.1.1.94 2.1.1.1.95 2.1.1.1.96 2.1.1.1.97 2.1.1.1.98 2.1.1.1.99 2.1.1.1.100	ALL ENTRANCES ARE ACCESSIBLE.
ALARM OR SMOKE DETECTION SYSTEM	NOT REQUIRED	BUILDING IS NON-SMOKING.
ROOF OVERHANG TABLE 1003.1	CLASS "C" RATED IN TYPE VB	NEVERHANG ROOF WITH MINIMUM CLASS "C" RATING
SEPTIC SYSTEM	NOT REQUIRED	NO AT-RISK SPACE. BUILDING IS LESS THAN 3,000 SQFT

# ELEVATIONS RV RESORT



① TONAQUINT RV PARK  
SCALE: 1/4" = 1'-0"



② TONAQUINT RV PARK  
SCALE: 1/4" = 1'-0"



③ TONAQUINT RV PARK  
SCALE: 1/4" = 1'-0"



④ TONAQUINT RV PARK  
SCALE: 1/4" = 1'-0"

# ELEVATIONS RV RESORT

## ELEVATION KEYNOTES

- 1 - EARTH TONE STUCCO
- 2 - METAL AWNING
- 3 - CULTURED STONE
- 4 - PARAPET TRIM, BLACK
- 5 - COLUMN BASE, STUCCO
- 6 - STUCCO COLUMN



1 ELEVATION  
SCALE: 1/4" = 1'-0"



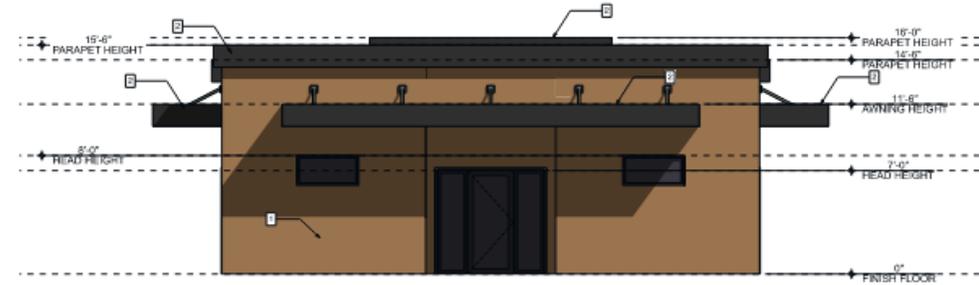
2 ELEVATION  
SCALE: 1/4" = 1'-0"



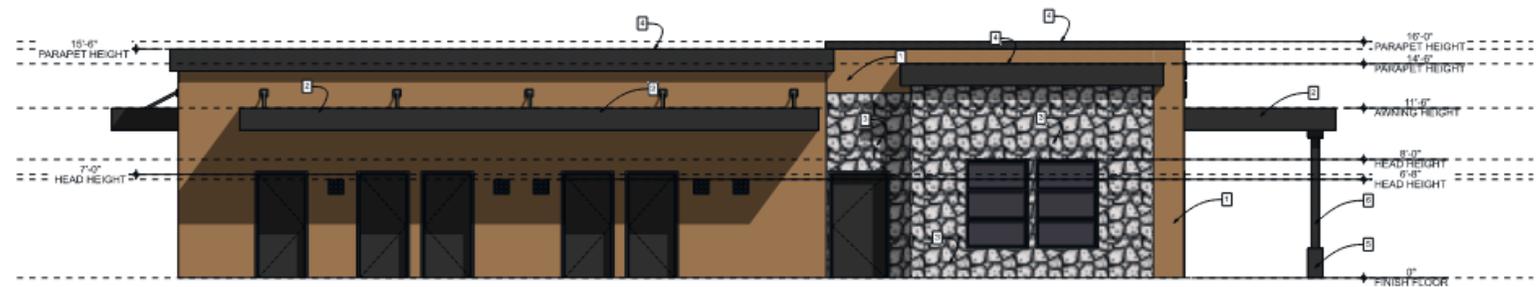
# ELEVATIONS RV RESORT

## ELEVATION KEYNOTES

- 1 - EARTH TONE STUCCO
- 2 - METAL AWNING
- 3 - CULTURED STONE
- 4 - PARAPET TRIM, BLACK
- 5 - COLUMN BASE, STUCCO
- 6 - STUCCO COLUMN



1  
A202 ELEVATION  
SCALE: 1/4" = 1'-0"



2  
A202 ELEVATION  
SCALE: 1/4" = 1'-0"

# MATERIALS RV RESORT



① EARTH TONE STUCCO  
SCALE 1" = 1'-0"

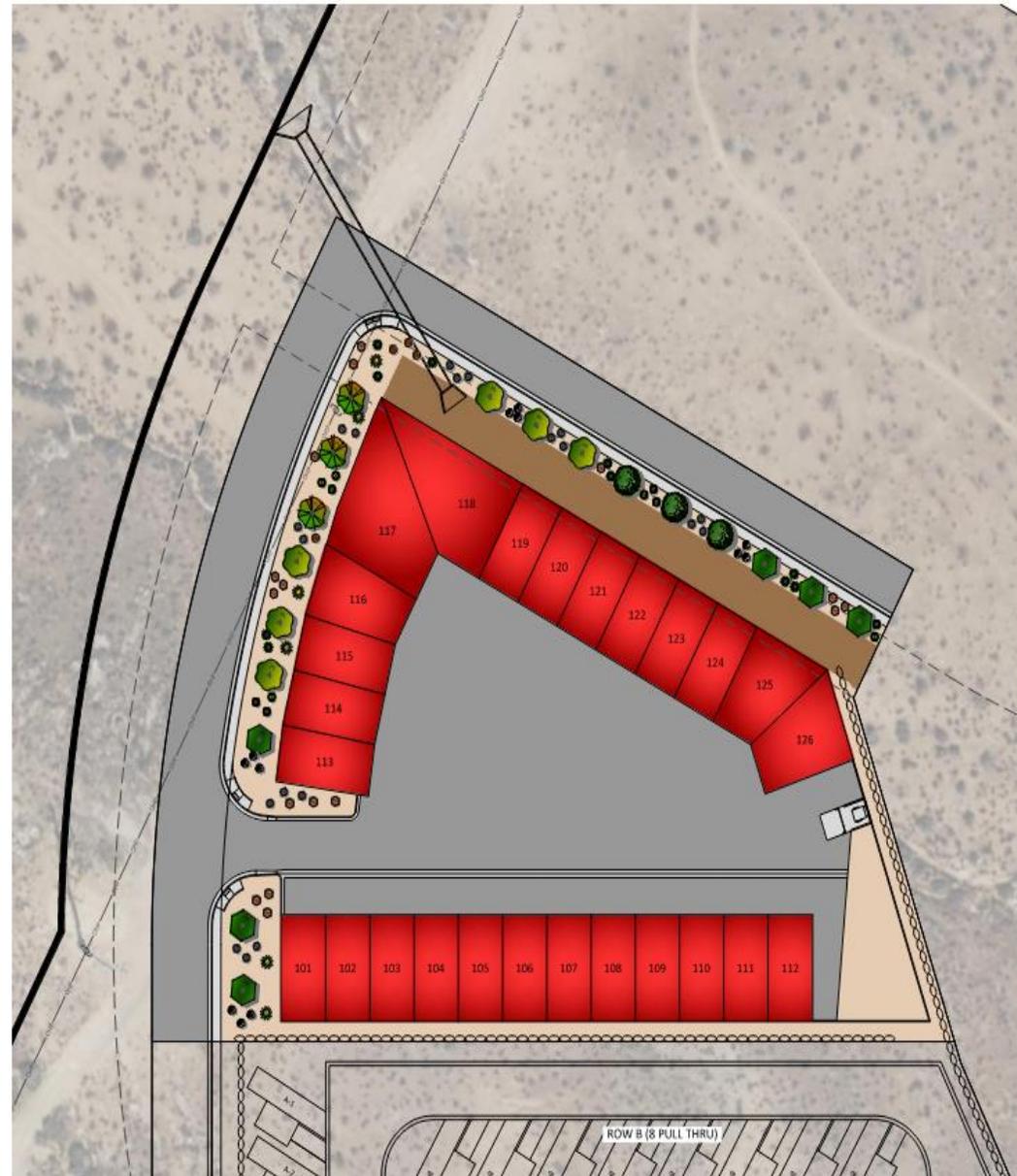


③ CULTURED STONE (FRENCH COUNTRY VILLA)  
SCALE 1" = 1'-0"

SW 7055  
**Enduring Bronze**  
Interior / Exterior  
Location Number: 246-C7

② DECORATIVE METAL  
SCALE 1" = 1'-0"

# SITE/LANDSCAPE PLAN HOBBY GARAGES

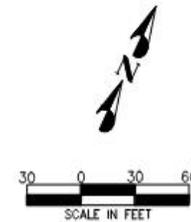


## TREE SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME
	<i>Chitalpa tataricarpa</i> / Pink Dawn / Pink Dawn Chitalpa
	<i>Chilopsis linearis</i> / Desert Willow
	<i>Ritzia 'Red Palm'</i> / Red Palm-Ritzia
	<i>Prosopis juliflora</i> / Texas Honey Mesquite
	<i>Populus fremontii</i> / Western Cottonwood
	<i>Quercus wislizeni</i> / Southern Live Oak
	<i>Rhus elaeagnifolia</i> / Mesquite

## PLANT SCHEDULE

SHRUBS	BOTANICAL NAME / COMMON NAME
	<i>Larrea tridentata</i> / Creosote
	<i>Conocarpus glauca</i> / Yellow Bird of Paradise
	<i>Tournefortia chrysantha</i> / 'Prostrata' / Germmer
	<i>Chrysothrix mexicana</i> / Desert Daisy
	<i>Leucophyllum candidum</i> / Silver Cloud / Silver Cloud Texas Sage
	<i>Spartanum junceum</i> / Spanish Broom
ACCENTS	BOTANICAL NAME / COMMON NAME
	<i>Hesperaloe parviflora</i> / Red Yucca
	<i>Dorstenia elaeagnifolia</i> / Desert Spoon

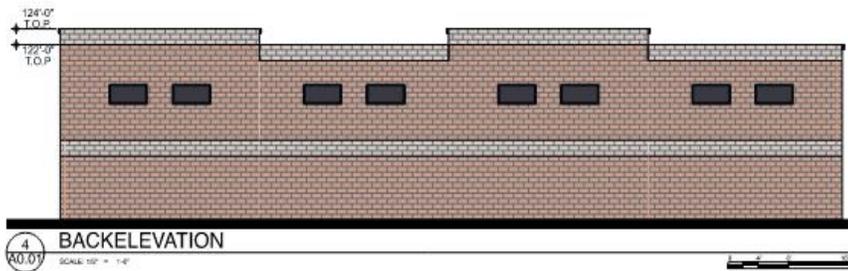


## HOBBY GARAGE PROJECT DATA:

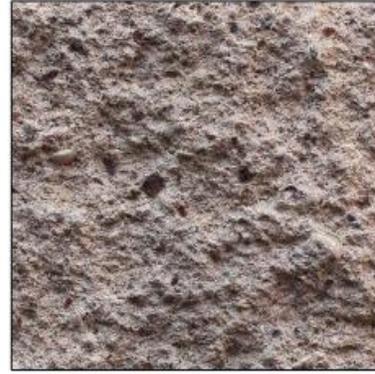
SITE DATA	
ZONING:	PD-C
SITE AREA:	195,750 SQ. FT. (\$ 117 ADP/\$)
HARDSCAPE AREA (PRIVATE):	37,080 SQ. FT.
HARDSCAPE AREA (PUBLIC):	27,611 SQ. FT.
AREA DEDICATED TO LANDSCAPE / PERVIOUS:	28,204 SQ. FT.
PERCENT IMPERVIOUS (PRIVATE):	38%
PERCENT IMPERVIOUS (PUBLIC):	20%
PERCENT PERVIOUS:	22%
PERCENT DISTURBED:	100%
BUILDING DATA	
BUILDING AREA:	40,028 SQ. FT.
BUILDING FLOOR COVERAGE PERCENTAGE:	20%
BUILDING HEIGHT:	24 FT
UNITS:	34
UNITS / ACRE:	8.24

# PROPOSED HOBBY GARAGES ELEVATIONS

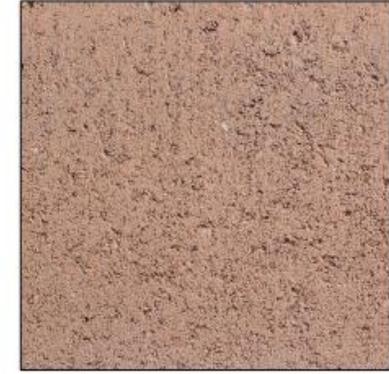
## TONAQUINT HOBBY GARAGES



# PROPOSED HOBBY GARAGES MATERIALS



**DESERT SANDSTONE SPLIT FACE  
SUNROC**



**GENEVA BROWN SMOOTH  
SUNROC**

SW 7055  
**Enduring Bronze**  
Interior / Exterior  
Location Number: 246-C7

**ENDURING BRONZE  
SHERWIN WILLIAMS**

# Site Characteristics

Looking north near entrance to Hobby Garage Units



# Site Characteristics

Looking north near entrance to RV Resort



## Project Characteristics

### Facility Specifications – RV Resort

- Open Fencing
- Amenities
- Desert landscaping with shade trees
- Hard surfaced RV sites



Comparable Project (Southern Utah RV Resort)



## Project Characteristics

### Facility Specifications – Hobby Garage Units

- Indoor use only
- Parking in front of units
- Garage doors face inward
- Exterior is bordered by landscape and the back of the buildings.



Comparable Project (St. George Hobby Huts)



# CONDITIONS OF APPROVAL

1. A 6' 4" solid fence shall be erected along all side and rear property lines located adjacent to any use for the RV Resort site.
2. Dedicate 60' public right of way and install at least 32' of pavement with curb and gutter.
3. The northern portion (hobby garages) cannot be developed until all the land in Area 6 (Tortoise Reserve) is adjusted and the portion encroaching is taken out of Area 6.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO CHANGE THE ZONE FROM M & G ( MINING & GRAZING) TO PD-C (PLANNED DEVELOPEMENT COMMERCIAL) ON APPROXIMATELY 13.385 ACRES LOCATED APPROXIMATELY AT 2050 W CHANDLER DRIVE TO ALLOW THE DEVELOPMENT OF 23 HOBBY GARAGES AND 99 SHORT-TERM RV RESORT SITES ON THE PROPERTY, WITH CONDITIONS FROM THE PLANNING COMMISSION.**

(TONAQUINT COMMERCIAL)

**WHEREAS**, the property owner has requested a zone change from M & G (Mining & Grazing) to PD-C (Planned Development Commercial) on approximately 13.385 acres located approximately at 2050 W Chandler Drive to allow 23 hobby garage units and 99 Short Term RV Resort sites for development: and

**WHEREAS**, the Planning Commission held a public hearing on the request on May 23, 2023; where the Planning Commission recommended approval with a vote of 5-0 and conditions.

1. A 6'4" solid fence shall be erected along all side and rear property lines. Located adjacent to any use for the RV Resort site.
2. Dedicate 60' public road and at least 32' of pavement with curb and gutter with the plat.
3. The northern portion (hobby garages) cannot be developed until all the land in Area 6 (Tortoise Reserve) is adjusted and the portion encroaching is taken out of Area 6.

**WHEREAS**, the City Council held a public meeting on this request on August 17, 2023; and

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

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

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

**Section 2. Adoption.** The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from M&G (Mining & Grazing) to PD-C (Planned Development Commercial). The zone change 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". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

**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 upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat or site plan is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 17<sup>th</sup> 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:

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

Councilmember Hughes \_\_\_\_\_  
Councilmember McArthur \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

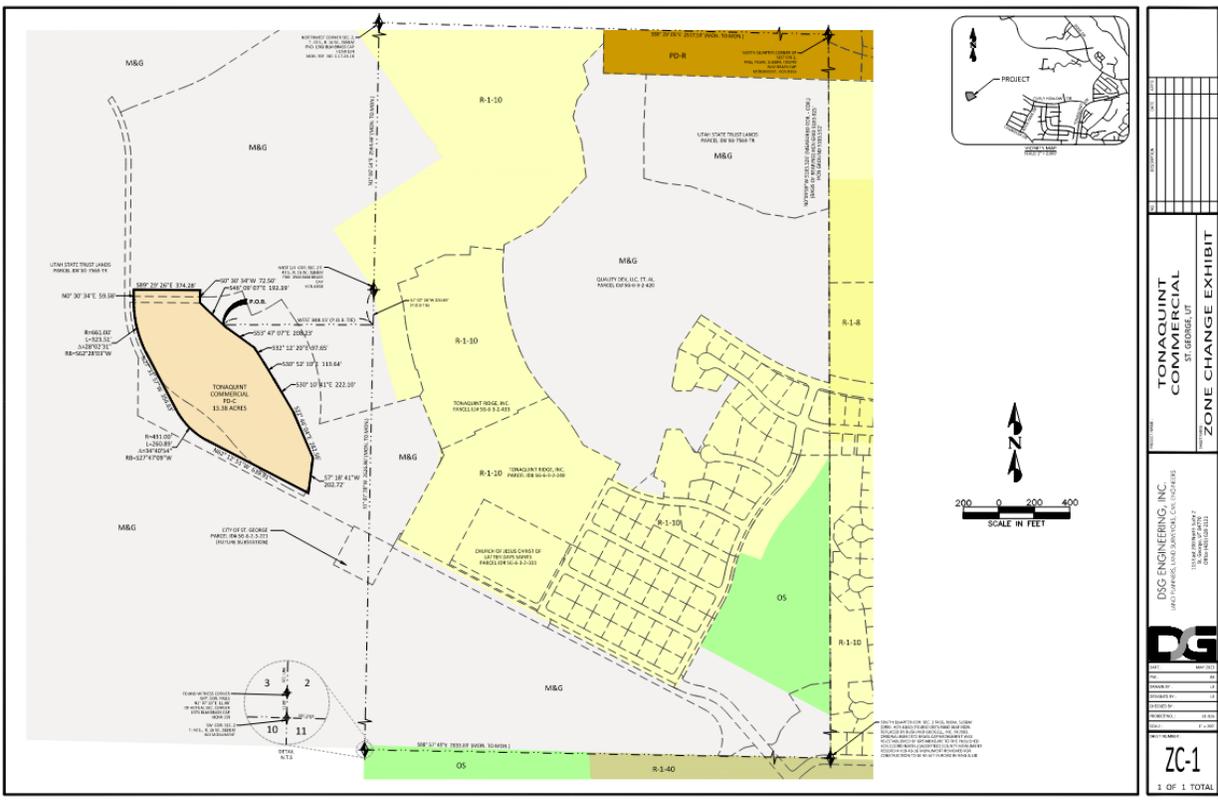
## Exhibit "A" – Legal Description

### TONAQUINT COMMERCIAL ZONE CHANGE BOUNDARY DESCRIPTION

BEGINNING AT A POINT NORTH 00°09'59" WEST ALONG THE SECTION LINE, A DISTANCE OF 1520.565 FEET AND WEST 2947.971 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 62°12'51" WEST 639.912 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 431.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°40'54", A DISTANCE OF 260.888 FEET; THENCE NORTH 27°31'57" WEST 354.632 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 660.998 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°02'31", A DISTANCE OF 323.510 FEET; THENCE NORTH 00°30'34" EAST 59.575 FEET; THENCE SOUTH 89°29'26" EAST 374.283 FEET; THENCE SOUTH 00°30'34" WEST 72.502 FEET; THENCE SOUTH 46°09'07" EAST 192.189 FEET; THENCE SOUTH 53°47'07" EAST 208.230 FEET; THENCE SOUTH 32°12'20" EAST 97.653 FEET; THENCE SOUTH 30°52'10" EAST 113.645 FEET; THENCE SOUTH 30°10'41" EAST 222.103 FEET; THENCE SOUTH 23°10'12" EAST 154.886 FEET; THENCE SOUTH 22°12'22" EAST 127.688 FEET; THENCE SOUTH 07°18'41" WEST 202.719 FEET TO THE POINT OF BEGINNING.

CONTAINS 583,015 SQ. FT., (13.38 ACRES)

## Exhibit "B" – Parcel Exhibit





**Agenda Date:** 08/17/2023

**Agenda Item Number:** 05

**Subject:**

Consider approval of Ordinance No. 2023-013 amending an approved PD-C (Planned Development Commercial) on approximately 4.06 acres, located at Dixie Downs Rd and Snow Canyon Pkwy for the purpose of building three professional office buildings for a project to be known as Precision Professional Plaza, with conditions from the Planning Commission. Case No. 2023-PDA-010

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Jeff Bulloch/Jeff Mathis

Reference Number: 2023-PDA-010

Address/Location:

Dixie Downs Rd and Snow Canyon Pkwy

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

On May 6, 2004, the proposed property was approved as the Estrella PD-C (Planned Development Commercial) on the east side of Snow Canyon Pkwy and Dixie Drive. The approved uses were those in the C-2 commercial zone. In 2018 there was an application submitted for a zone change on the proposed property. The application was withdrawn at the time because the property was not owned by the applicant. The applicant has since purchased the property and is now requesting the zone change amendment to develop the property. At their meeting held on July 11, 2023, the Planning Commission held a public hearing and recommended approval, with conditions, with a vote of 6-0.

**Staff Narrative (need/purpose):**

The applicant is proposing building three professional office buildings. The first building will be the Precision Dental office with the other two office buildings planned for future development.

**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 the Precision Professional Plaza Planned Development Amendment with the following conditions:1.A minimum of 25 of paved asphalt will need to be installed from 1795 N through the future phases to access phase 1.2.The improvements and utilities need to be designed and may need to be installed for all phases at the time of phase 1. Design and coordination subject to JUC review.3.The applicant will need to obtain a daycare license through the state for the daycare at the facility.4.The applicant adds another building element to the exterior of the building

**PLANNING COMMISSION AGENDA REPORT: 07/11/2023**

**CITY COUNCIL AGENDA REPORT: 08/17/2023**

<b>Precision Professional Plaza</b> Planned Development Amendment (Case No. 2023-PDA-010)	
<b>Request:</b>	An ordinance amending an approved PD-C (Planned Development Commercial) on approximately 4.06 acres, located at Dixie Downs Rd and Snow Canyon Pkwy for the purpose of building three professional office buildings for a project to be known as Precision Professional Plaza. Case No. 2023-PDA-010.
<b>Applicant:</b>	Scott/Jeff Bulloch/Jeff Mathis.
<b>Location:</b>	Dixie Downs Rd and Snow Canyon Pkwy.
<b>General Plan:</b>	Commercial
<b>Existing Zoning:</b>	PD-C (Planned Development Commercial)
<b>Surrounding Zoning:</b>	North PD-R (Planned Development Residential)
	South PD-R (Planned Development Residential)
	East PD-R (Planned Development Residential)
	West PD-C (Planned Development Commercial), PD-R (Planned Development Residential)
<b>Land Area:</b>	Approximately 4.06 acres



**BACKGROUND:**

On May 6, 2004, the proposed property was approved as the Estrella PD-C (Planned Development Commercial) on the east side of Snow Canyon Pkwy and Dixie Drive. The approved uses were those in the C-2 commercial zone. In 2018 there was an application submitted for a zone change on the proposed property. The application was withdrawn at the time because the property was not owned by the applicant. The applicant has since purchased the property and is now requesting the zone change amendment to develop the property.

This is a request for an amendment to the approved Estrella (Precision Professional Plaza) PD-C (Planned Development Commercial). The applicant would like to build three professional office buildings. In phase 1 the applicant is proposing to build Precision Dental Specialties office building located at Dixie Downs Rd and Snow Canyon Pkwy on 4.06 acres. Future phase(s) will include two more office buildings with two levels each on the same site.

The proposed building in phase one is two stories with an oral surgery office and lab on the ground floor with space on the second floor for future buildouts of dental offices. The ground floor also contains a small Daycare space and outdoor play area for children of employees and patients. The applicant will be required to obtain a daycare license through the state.

Please see the zoning requirement details below:

<b>Zoning Requirements</b>			
<b>Regulation</b>	<b>Section Number</b>	<b>Proposal</b>	<b>Staff Comments</b>
<b>Setbacks</b>		Front/ Street Side: 20' Side/ Rear: 20' & 30'	The required setbacks comply along with the landscape buffer along the residential to the south.
<b>Uses</b>	10-8D-2	Professional office	The proposed uses are allowed in C-2.
<b>Height and Elevation</b>	10-8D-2	The height will be 32' with an additional 5' for the entry parapet wall.	The maximum height allowed in a PD-C is 50'.
<b>Landscape Plan</b>	10-8D-2	A conceptual landscape plan has been included showing a 15' wide landscape strip along Snow Canyon Pkwy and 20' along Dixie Downs Rd..	The 15' required landscape strip along Snow Canyon Pkwy and Dixie Downs Rd complies. There is a minimum landscape buffer of 25' along the residential development to the south. An existing block wall is also located along the residential property to the south which complies.
<b>Utilities</b>	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. We will ensure this is completed

			during the site plan approval process.
<b>Signs</b>	10-8D-2	The plan shows 3 monument signs.	Any signs will need to meet the sign regulations found in Title 9-13.
<b>Lighting</b>	10-8D-2	The applicant has submitted a photometric plan which shows the surrounding property line below the one-foot candle.	The lighting/photometric plan complies with the be at or below 1.0 foot candles at the property line.
<b>Lot Coverage</b>	10-8D-6	The proposed building will cover approximately 26% of the lot.	The PD-C zone allows building coverage up to 50%. This complies with the ordinance.
<b>Solid Waste</b>	10-8D-6	This development shows one solid waste location to the southeast corner of the first phase.	The waste location will need to be screened with a 6' wall and gate.
<b>Buffer Protection of Residential Property</b>	10-8D-6	There is a 10' landscape buffer on the south side.	The buffer will need to have at least one tree every 20' and 5 shrubs every 100' lineal feet.
<b>Parking</b>	10-19-5	The applicant is proposing 219 overall parking spaces and 88 for phase one.	The required parking spaces is 1 per 250 sq ft of gross floor area.
<b>EVCS And Bike Parking</b>	10-19-6	No EVCS conduit or Bike Parking is shown	The project will be required to have conduit for a future EVCS for at least one parking space and provide bike parking.

**RECOMMENDATION:**

Staff recommends the approval of this Planned Development Amendment for with the following conditions:

1. A minimum of 25' of paved asphalt will need to be installed from 1795 N through the future phases to access phase 1.
2. The improvements and utilities need to be designed and may need to be installed for all phases at the time of phase 1. Design and coordination subject to JUC review.
3. The applicant will need to obtain a daycare license through the state for the daycare at the facility.
4. The applicant adds another building element to the exterior of the building.

**ALTERNATIVES:**

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Table the proposed zone change amendment to a specific date.

**PLANNING COMMISSION:**

The Planning Commission recommended approval of the Precision Professional Plaza with the conditions in the staff report and added another condition that the applicant adds another building element to the exterior of the building. Passed with a vote of 6-0.

**POSSIBLE MOTION:**

The City Council approves of the Planned Development amendment for the Precision Dental Specialties with the conditions recommended by staff.

**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

Project Narrative

### **Proposed "Precision Professional Plaza"**

Planned Development Secondary Zone Change Application

Dr. Scott Bulloch and his team desire to develop the property into a quality professional business park, which includes three buildings, parking, and landscaping over the four acres. The first phase includes his own office building (Precision Dental Specialties) and related parking and landscaping. The future phase (or phases) include the other two buildings and site. See the overall site plan.

The proposed building is two stories with an oral surgery office and lab on the ground floor with space on the second floor for future build-outs of dental offices. The ground floor also contain a small Daycare space and outdoor play area for children of employees and patients.

The building is situated on the street corner to engage the view and connection with the public, while creating open space and parking between the building and adjacent single family homes. There is minimal parking lot lighting and generous landscaping to create a buffer and low-impact on the neighborhood. The building design, massing, details and courtyards and landscaping are relatable to the human scale, while demonstrating a firmness and elegance. The proposed height of the building is also well below the maximum allowed. The landscaping along the streets is intended to be similar to, and complimentary to, the existing street-side landscaping so that there will be cohesive look to the neighborhood.

The following is a detailed list of the proposed uses which could (may or may not) occur within the three buildings on the property:

- Financial, Medical and Professional Services
- Office
- Restaurant
- Retail, such as a Pharmacy
- Child Care Center
- Cosmetologist, Aesthetician etc.
- Art Gallery, Art Studio

#### AREAS:

ENTIRE PROPERTY: 177,000 SF (4.06 ACRES)

THREE BUILDING FOOTPRINTS: 11,535 SF + 9,000 SF + 9,000 SF = 29,535 SF  
~ 16.7% COVERAGE

PARKING LOT PAVING (ENTIRE SITE): 79,187 SF

LANDSCAPING (ENTIRE SITE): 52,744 SF

CONCRETE PAVED AREAS (SIDE WALKS, STOOPS, TRASH ENCLOSURES, ETC.) (ENTIRE SITE): 15,534 SF

PARKING COUNT: SEE SITE PLAN

## **Exhibit C**

### **PowerPoint Presentation**

# Precision Dental Specialties 2023-PDA-010



78 EAST 130 SOUTH  
ST. GEORGE, UT 84901-2277

PRACTICING SINCE 1994

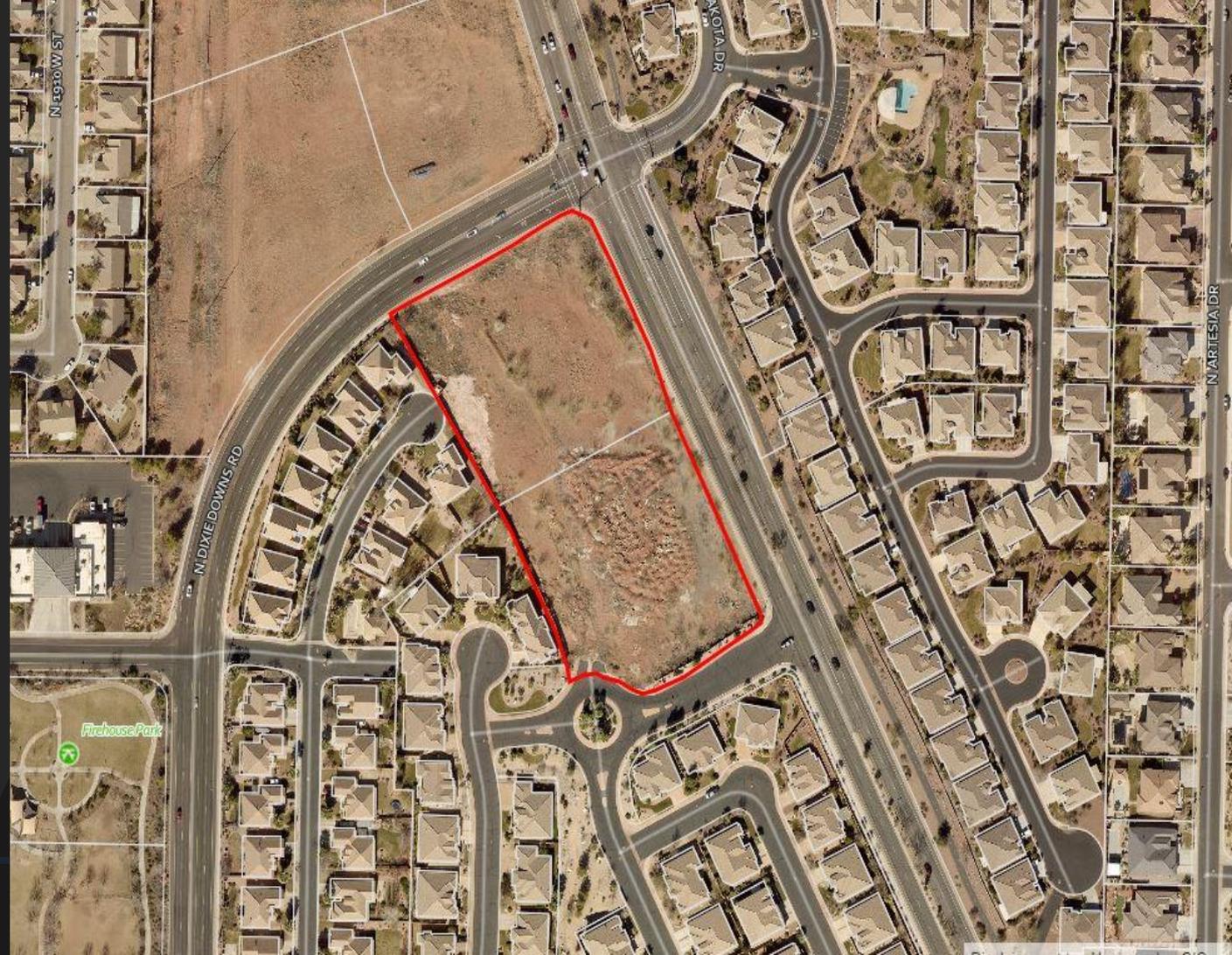
## PRECISION

DENTAL SPECIALTIES

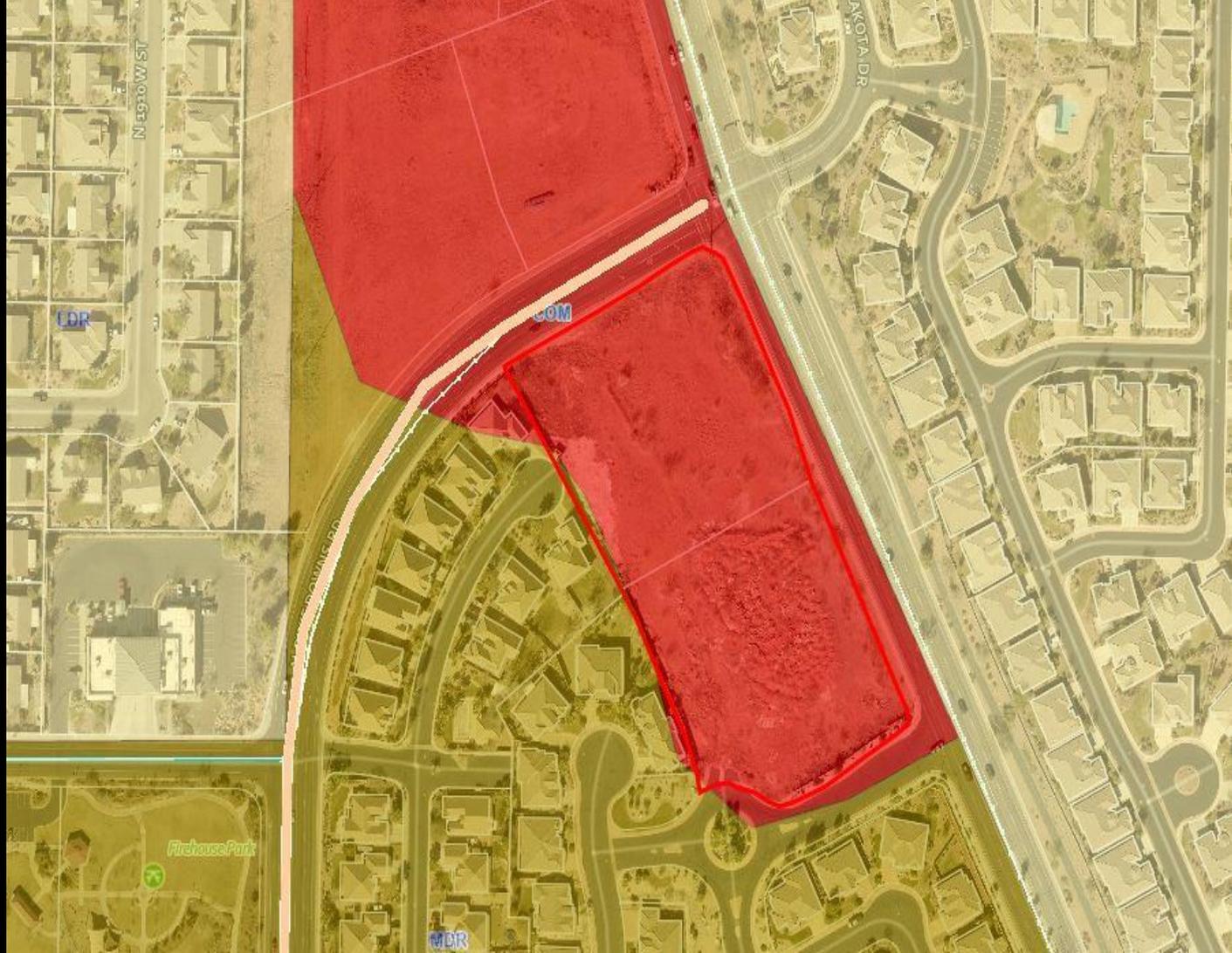
ORAL SURGERY • PROSTHODONTICS



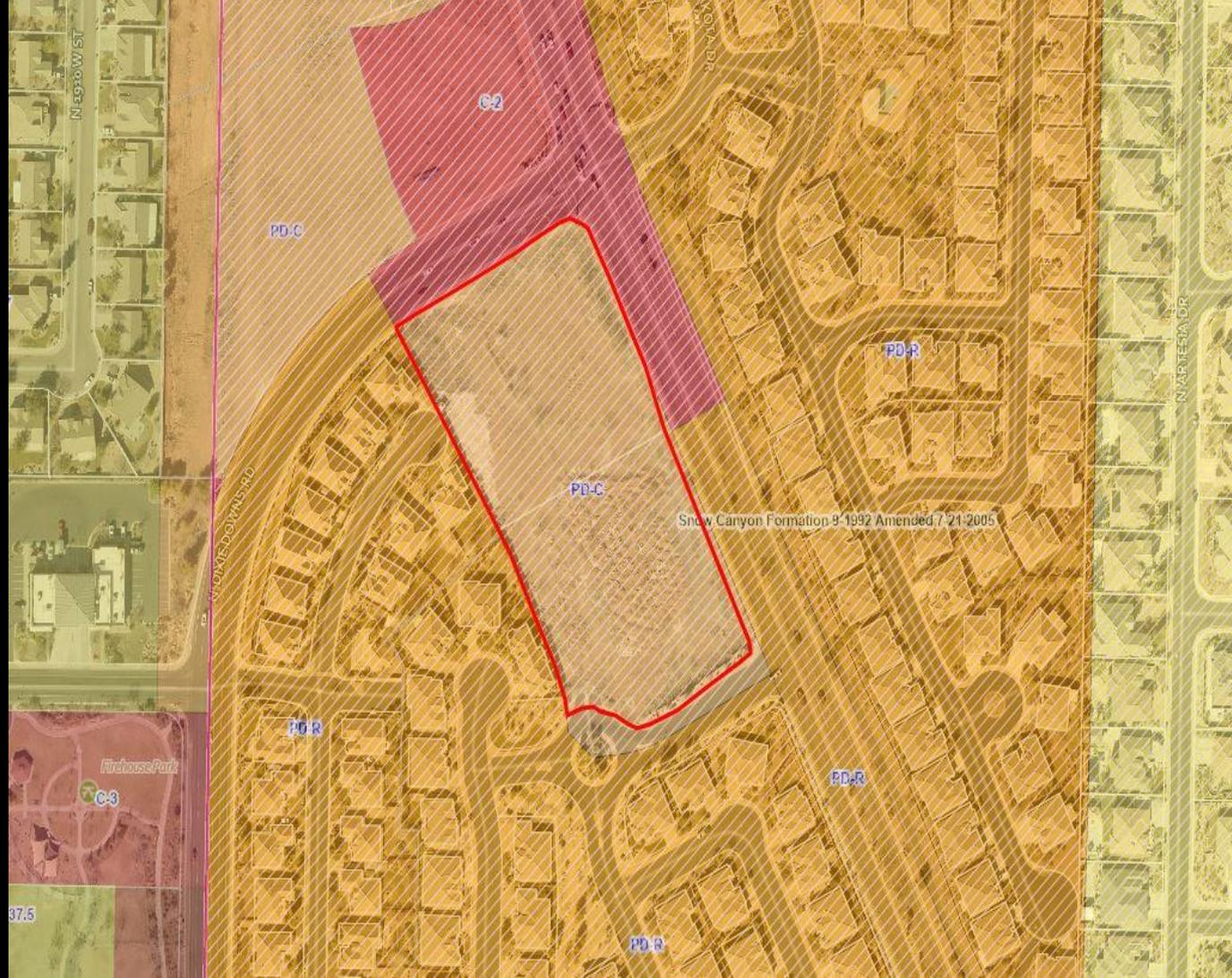
# Aerial Map



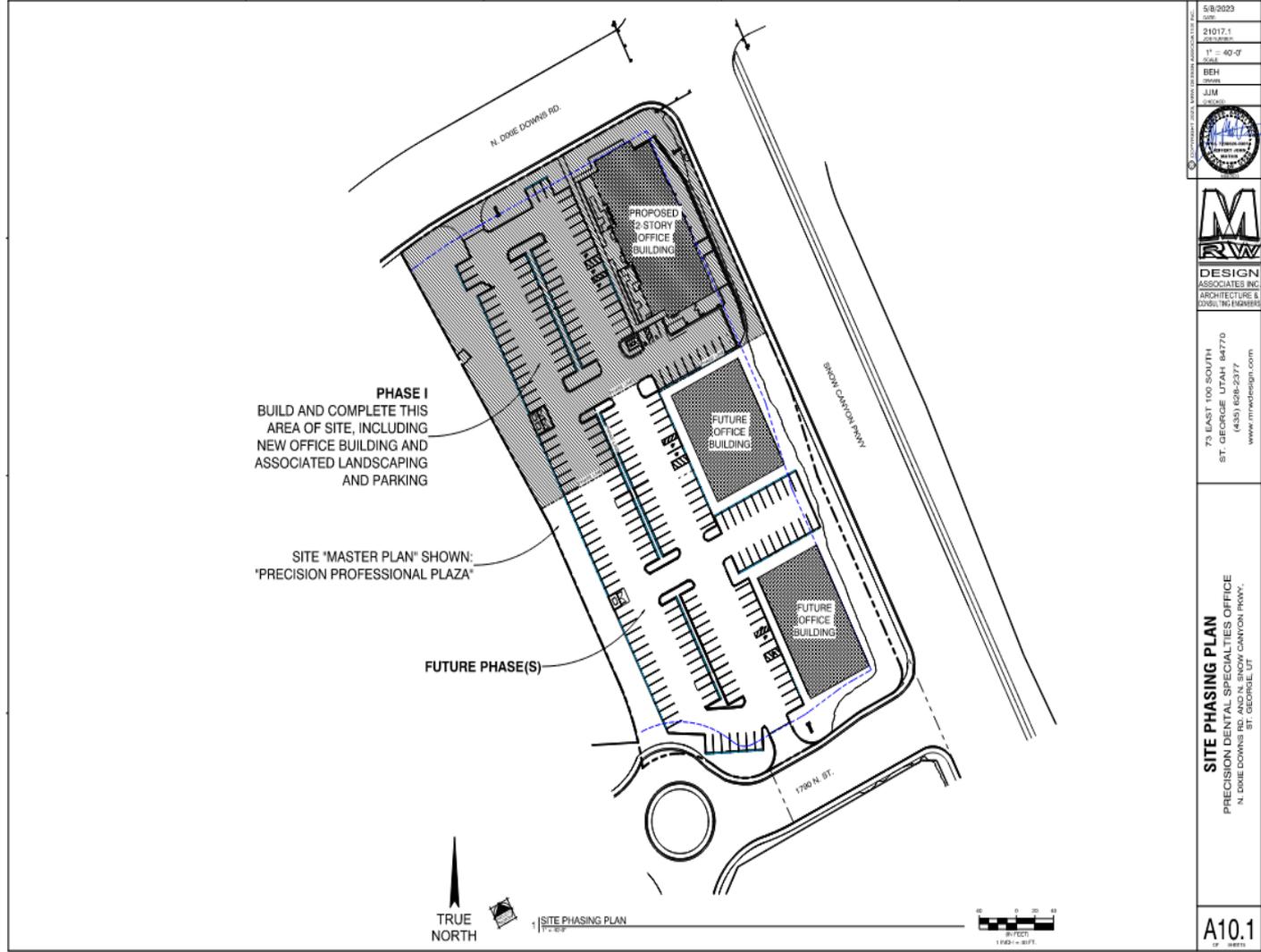
# General Plan Map



# Zoning Map



# Site Plan





# Original Elevations



PRECISION  
DENTAL SPECIALTIES  
ORAL SURGERY • PROSTHODONTICS



PRECISION DENTAL SPECIALTIES OFFICE BUILDING | N. DIXIE DOWNS RD. AND N. SNOW CANYON PKWY, ST. GEORGE, UT

# Updated Elevations



PRECISION DENTAL SPECIALTIES OFFICE BUILDING | N. DIXIE DOWNS RD. AND N. SNOW CANYON PKWY, ST. GEORGE, UT

# Updated Elevations



PRACTICING SINCE 1994

PRECISION

DENTAL SPECIALTIES

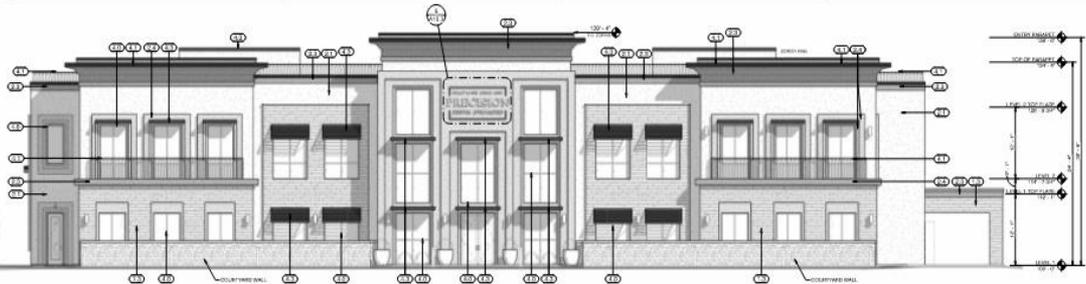
ORAL SURGERY • PROSTHODONTICS



PRECISION DENTAL SPECIALTIES OFFICE BUILDING | N. DIXIE DOWNS RD. AND N. SNOW CANYON PKWY, ST. GEORGE, UT

# Elevations

EXTERIOR COLORS & MATERIALS SCHEDULE					
ITEM	FINISH	SPC	EXTERIOR COLOR/TEXTURE	FINISH	FINISH
1-1	STRUCTURAL STEEL	SS100	GRANITE BLOCK	PERIODIC	PERIODIC
1-2	CONCRETE	CC100	CONCRETE	PERIODIC	PERIODIC
1-3	WOODWORK	WD100	PAINTED	PERIODIC	PERIODIC
1-4	GLASS	GL100	GLASS	PERIODIC	PERIODIC
1-5	GLASS	GL100	GLASS	PERIODIC	PERIODIC
1-6	GLASS	GL100	GLASS	PERIODIC	PERIODIC
1-7	GLASS	GL100	GLASS	PERIODIC	PERIODIC
1-8	GLASS	GL100	GLASS	PERIODIC	PERIODIC
1-9	GLASS	GL100	GLASS	PERIODIC	PERIODIC
1-10	GLASS	GL100	GLASS	PERIODIC	PERIODIC
1-11	GLASS	GL100	GLASS	PERIODIC	PERIODIC
1-12	GLASS	GL100	GLASS	PERIODIC	PERIODIC
1-13	GLASS	GL100	GLASS	PERIODIC	PERIODIC
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1-100	GLASS	GL100	GLASS	PERIODIC	PERIODIC



2 | WEST ELEVATION (FRONT) (SIDE FACING PARKING LOT)



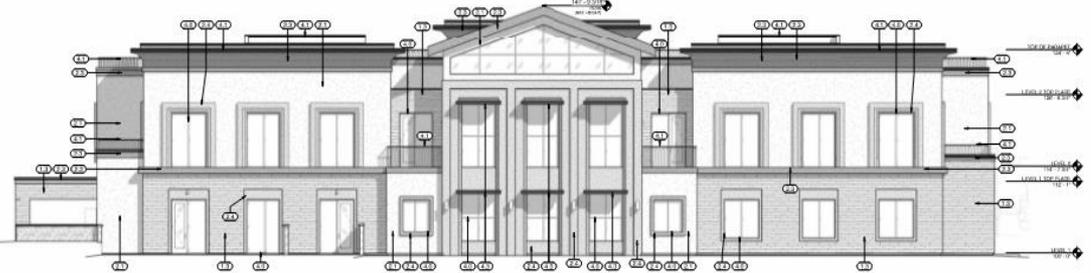
5 | BUILDING SIGN ELEVATION



CONCEPT SIGN (DIXIE DOWNS RD.)



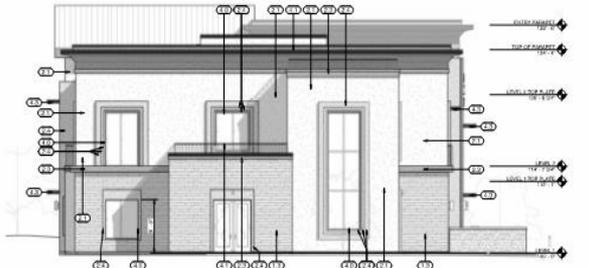
CONCEPT SIGN (SNOW CANYON PKWY.)



3 | EAST ELEVATION (SIDE FACING "SNOW CANYON PKWY")



4 | SOUTH ELEVATION



1 | NORTH ELEVATION (SIDE) (SIDE FACING "DIXIE DOWNS ROAD")

08/09/23  
JMM  
21017.1  
As indicated  
BEH  
JMM  
10/20/23



DESIGN ASSOCIATES INC  
ARCHITECTURE & CONSULTING ENGINEERS

73 EAST 100 SOUTH  
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(435) 628-2377  
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ELEVATIONS PD-C  
PRECISION DENTAL SPECIALTIES OFFICE  
N. DIXIE DOWNS "SNOW CANYON PKWY."  
ST. GEORGE, UT

# Materials Board



Precision Dental Specialties Office



Long-format Brick:  
Eldorado Stone, Lorieo Brick Farola



Black Metal



Stucco 1



Stucco 2



Stucco 3

# Materials Board

## EXTERIOR COLORS & MATERIALS SCHEDULE



MARK	ITEM	MFG	MODEL/STYLE/COLOR	COMMENTS
1.3	LONG-FORMAT BRICK	ELDORADO STONE	LOREIO BRICK, FAROLA	WITH MORTAR
2.1	STUCCO O/FOAM	TBD	COLOR: SW7011 - NATURAL CHOICE	MEDIUM SAND FINISH
2.3	STUCCO O/FOAM	TBD	COLOR: DARK WARM GRAY	FINE SAND FINISH
2.4	STUCCO O/FOAM	TBD	COLOR: MED. WARM GRAY	FINE SAND FINISH
4.0	ALUMINUM	TBD	BLACK ANODIZED	WINDOW/DOOR FRAMES
4.1	PARAPET COPING	TBD	BLACK (FINAL COLOR TBD)	
4.3	AWNINGS	TBD	BLACK (FINAL COLOR TBD)	POWDER COATED STEEL

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 4.06 ACRES, LOCATED AT THE SOUTHEAST CORNER OF DIXIE DOWNS RD AND SNOW CANYON PKWY FOR THE PURPOSE OF ADDING A NEW PROFESSIONAL OFFICE BUILDING AT 11,535 SQUARE FEET AND TWO FUTURE OFFICE BUILDINGS 9,000 SQ FT EACH FOR A PROJECT TO BE KNOWN AS PRECISION PROFESSIONAL PLAZA, WITH CONDITIONS FROM THE PLANNING COMMISSION.**

(Precision Professional Plaza)

**WHEREAS**, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately 4.06 acres, located at southeast corner of Dixie Down Rd and Snow Canyon Pkwy to add a new dental office building, and two future professional office buildings; and

**WHEREAS**, the City Council held a public meeting on this request on August 17, 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. A minimum of 25' of paved asphalt will need to be installed from 1795 N through the future phases to access phase 1.
2. The improvements and utilities need to be designed and may need to be installed for all phases at the time of phase 1. Design and coordination subject to JUC review.
3. The applicant will need to obtain a daycare license through the state for the daycare at the facility.
4. The applicant adds another building element to the exterior of the building.

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

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

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

**Section 2. Enactment.** The approved planned development amendment 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 17th 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:

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

Councilmember Hughes \_\_\_\_\_  
Councilmember McArthur \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

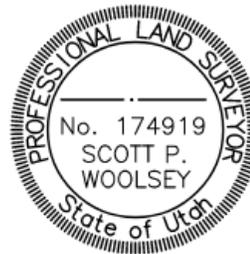
# Exhibit "A" – Legal Description

## BOUNDARY DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 0112'08" EAST 234.82 FEET ALONG THE SECTION LINE; THENCE SOUTH 8847'52" EAST 439.90 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE NORTH 31°49'06" WEST 304.15 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DIXIE DOWNS ROAD AS DEDICATED IN TUACAHN PARKWAY ROAD DEDICATION PLAT, POINT ALSO BEING ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 560.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 34°22'33" EAST; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: THENCE NORTHEASTERLY 76.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°46'37" AND A CHORD BEARING OF NORTH 59°30'46" EAST 75.95 FEET; THENCE NORTH 63°24'04" EAST 213.13 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SNOW CANYON PARKWAY DEDICATED IN SAID TUACAHN PARKWAY ROAD DEDICATION PLAT AND ESTRELLA COMMERCIAL SUBDIVISION, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: THENCE EASTERLY 47.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°23'12" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1540.00 FEET; THENCE SOUTHEASTERLY 32.39 FEET THROUGH A CENTRAL ANGLE OF 01°12'18"; THENCE SOUTH 26°25'15" EAST 158.51 FEET; THENCE SOUTH 19°14'30" EAST 88.02 FEET; THENCE SOUTH 26°25'15" EAST 287.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF 1795 NORTH STREET, DEDICATED WITH ESTRELLA COMMERCIAL SUBDIVISION; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING SIX COURSES: THENCE SOUTHERLY 31.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'25"; THENCE SOUTH 63°24'10" WEST 33.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.00 FEET; THENCE SOUTHWESTERLY 12.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°50'34"; THENCE SOUTH 56°33'36" WEST 38.40 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00 FEET; THENCE SOUTHWESTERLY 11.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°50'34"; THENCE SOUTH 63°24'10" WEST 54.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 171.99 FEET; THENCE SOUTHWESTERLY 8.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'11" TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY 49.73 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 56°59'19"; THENCE NORTH 56°50'21" WEST 8.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET; THENCE WESTERLY 80.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°12'08" TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 264.26 FEET OF WHICH THE RADIUS POINT LIES SOUTH 81°48'25" WEST; THENCE NORTHERLY 84.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°15'48" AND A CHORD BEARING OF NORTH 17°19'29" WEST 83.88 FEET; THENCE NORTH 26°27'23" WEST 168.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.06 ACRES, MORE OR LESS.

\_\_\_\_\_  
DATE



SCOTT P. WOOLSEY  
P.L.S. 174919



**Agenda Date:** 08/17/2023

**Agenda Item Number:** 06

**Subject:**

Consider approval of Ordinance No. 2023-014 amending an approved PD-C (Planned Development Commercial) on approximately .86 acres, located on the southeast corner of River Road and George Washington Boulevard for the purpose of adding a 5,230 square foot restaurant for a project to be known as McDonalds with a condition from the Planning Commission. Case No. 2023-PDA-011

**Item at-a-glance:**

Staff Contact: Carol Winner

Applicant Name: Dominion Engineering

Reference Number: 2023-PDA-011

Address/Location:

Located at the southeast corner of River Road and George Washington Boulevard

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

This lot is a part of the River Crossing Planned Development. In 2016, The Boulder Creek Commons Planned Development was established with a general layout of the property and a use list (2015-ZC-035). Then in 2021, the name of this development name was changed to River Crossing and a conceptual site plan was approved. Prior to 2020, there was a limit of three drive-thrus allowed in this development; however, in 2020, that limit was removed, and drive-thru standards were created and approved for this specific development. At their meeting held on July 25, 2023, the Planning Commission held a public hearing and recommended approval of this item with one condition, with a vote of 6-0 vote.

**Staff Narrative (need/purpose):**

The applicant is proposing a new drive-thru restaurant at this location. The planned restaurant will be a 5,230 square foot McDonalds which is an approved use for this PD-C (see Exhibit B for the use list).

**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 the McDonalds Planned Development Amendment with the following condition:1.That the drive-thru aisles are expanded to thirteen feet (13) wide at the ordering stations.



PLANNING COMMISSION AGENDA REPORT: 07/25/2023

CITY COUNCIL AGENDA REPORT: 08/17/2023

<b>McDonald's</b> Planned Development Amendment (Case No. 2023-PDA-011)	
<b>Request:</b>	Consider an ordinance amending an approved PD-C (Planned Development Commercial) on approximately .86 acres, located on the southeast corner of River Road and George Washington Boulevard for the purpose of adding a 5,230 square foot restaurant for a project to be known as McDonald's with a condition from the Planning Commission.
<b>Applicant:</b>	Dominion Engineering
<b>Representative:</b>	Darrin Perkes
<b>Location:</b>	Located at the southeast corner of River Road and George Washington Boulevard
<b>General Plan:</b>	COM (Commercial)
<b>Existing Zoning:</b>	PD-C (Planned Development Commercial)
<b>Surrounding Zoning:</b>	North   PD-C (Planned Development Commercial)
	South   PD-C (Planned Development Commercial)
	East   PD-C (Planned Development Commercial)
	West   PD-C (Planned Development Commercial)
<b>Land Area:</b>	Approximately .86 acres



**BACKGROUND:**

This lot is a part of the River Crossing Planned Development. In 2016, The Boulder Creek Commons Planned Development was established with a general layout of the property and a use list (2015-ZC-035). Then in 2021, the name of this development name was changed to River Crossing and a conceptual site plan was approved (2021-ZCA-081). Prior to 2020, there was a limit of three drive-thrus allowed in this development; however, in 2020, that limit was removed and drive-thru standards were created and approved for this specific development. The standards are as follows:

1. Restaurant drive-through lanes shall provide five stacking or queuing spaces per lane from the ordering location or the first building window, whichever is greater, in addition to the space for the vehicle at the window or ordering station.
2. Stacking or queuing spaces shall not block parking spaces or loading areas on the site.
3. Queuing lanes shall be a minimum of 13 feet in width.
4. A stacking que shall not be located within 50' of a public intersection or public ingress/egress point.
5. Drive-through facilities shall not be placed adjacent to residential properties.
6. Order boards shall be faced away from residential areas to the greatest extent possible.

The applicant is proposing a new drive-thru restaurant at this location. The planned restaurant will be a 5,230 square foot McDonald's which is an approved use for this PD-C (see Exhibit B for the use list). The proposed drive-thru meets the above standards as well as the zoning requirements shown below.

Please see the zoning requirement details below:

<b>Zoning Requirements</b>			
<b>Regulation</b>	<b>Section Number</b>	<b>Proposal</b>	<b>Staff Comments</b>
<b>Setbacks</b>		Front/ Street Side: 23" Side: 37'9", 70' Rear: 87'10"	The required setbacks are: Front/ Street Side: 20' Side/ Rear: 0' and 10'
<b>Uses</b>	10-8D-2	Drive Thru Restaurant	The proposed use is found on the approved use list for the Twin Lakes – Gateway Commons PD-C
<b>Height and Elevation</b>	10-8D-2	Approximate Height: 22'	The maximum height allowed in a PD-C is 50'. This proposal meets the regulations.

<b>Landscape Plan</b>	10-8D-2	A conceptual landscape plan has been included.	The plans show a 15' landscape strip along with landscape in the parking area. The street trees will be required to be at least 30' on center.
<b>Utilities</b>	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. We will ensure this is completed during the site plan approval process.
<b>Signs</b>	10-8D-2	None shown	Any signs will need to meet the sign regulations found in Title 9-13.
<b>Lighting</b>	10-8D-2	Please see photometric plan in the presentation	The lighting will need to be at or below 1.0 foot candles at the property line with dark sky lighting.
<b>Lot Coverage</b>	10-8D-6	The proposed buildings cover just 14.02% of the lot.	The PD-C zone allows building coverage up to 50%.
<b>Solid Waste</b>	10-8D-6	This development shows the solid waste location.	The solid waste location is proposed to be screened with walls and gates.
<b>Buffer Protection of Residential Property</b>	10-8D-6	N/A	N/A
<b>Parking</b>	10-19-5	The restaurant will have 1,716 sf of dining space and 2,182 sf of kitchen space. Parking provided: 29 spaces	The requirement is: 1 space per 100 sf of dining area = 17. 1 space per 250 sf of kitchen space = 9 Required = 26, Exceed parking requirement by <b>3</b> Spaces
<b>EVCS And Bike Parking</b>	10-19-6	None shown	They will be required to have conduit to one parking space for a future EVCS and a bike rack that holds at least two bikes.
<b>Colors</b>	10-17A-14	The plans show the buildings to be in the grey tones.	The code allows for natural muted tones that emulate the local geologic formations common to the area and blend with the predominant colors of the natural surroundings.

**RECOMMENDATION:**

With a 6-0 vote, the Planning Commission recommended approval of the McDonalds Planned Development Amendment with the following condition:

1. That the drive-thru aisles are expanded to thirteen feet (13') wide at the ordering stations.

**ALTERNATIVES:**

1. Approve as presented.
2. Approve with additional conditions.
3. Deny this request.
4. Table or Continue the proposed zone change amendment to a specific date.

**POSSIBLE MOTION:**

I move we approve ordinance # \_\_\_\_\_, amending an approved PD-C (Planned Development Commercial) on approximately .86 acres, located on the southeast corner of River Road and George Washington Boulevard for the purpose of adding a 5,230 square foot restaurant for a project to be known as McDonald's with condition from the Planning Commission.

**FINDINGS FOR APPROVAL:**

1. The proposed uses are permitted uses found in the PD-C zone.
2. The proposed project meets the Planned Development Commercial general requirements found in Section 10-8D-2.

## Exhibit A Applicant's Narrative

### Proposed McDonald's In the River Crossing Development River Road and 1450 South, St George, UT July 20, 2023

#### Proposed McDonald's

A McDonald's restaurant is proposed within the River Crossing Development. This development is located at the intersection of River Road and 1450 South. This restaurant will provide both dine in and drive thru options for customers. The proposed McDonald's will offer the menu items and convenience of service expected from this restaurant chain. Improvements will include a modern McDonald's restaurant, play place, pedestrian access, interior dining area, public restrooms, customer parking area, drive thru lane, lot lighting, site landscape, signage, and the other supporting site improvements necessary for a fast-food restaurant.

#### Site Overview

The proposed McDonald's will be situated on a 0.86 acres site that is identified as Lot 102 in River Crossing Phase 1 Subdivision, and as Pad B on the River Crossing Development Plans. The proposed McDonald's building is 5,230 SF (14.0%) in size. The proposed hardscape equals 23,778 SF (63.75%). Provided landscape on-site is 8,292 sf (22.2%) with additional provided landscape within the right of way.

#### Site Access

The site provides two points of entrance and exit, both from the shared shopping center's private access isle. Parking is provided on the McDonald's site for 29 vehicles. The drive thru is designed to support 14 vehicles in the queue from its entrance to the pickup window. To maintain movement in the drive thru a third window and bypass lane are provided. This third window allows for delayed orders to advance to the third window to wait. Additionally, a roll forward lane is provided that allows delayed orders to pull to the other side of the building and wait for an employee to deliver their order. These drive thru features allow the restaurant to provide prompt drive thru service to the customers by avoiding large order delays. Pedestrian traffic is also encouraged to the building. The close proximity of the building to the right of way allows for a short pedestrian connection for those walking through the community.

#### Summary

McDonald's site improvements include a building with differing materials to enhance the facade, a water saving landscape, and attractive site improvements. It will offer a fast-food dining option for residents to enjoy. McDonald's is pleased to be able to help provide a vibrant and successful retail area for the St George community.

Darrin Perkes  
Dominion Engineering



## **Exhibit B**

### **River Crossing (fka: Boulder Creek Crossing)**

### **Approved Use List**

#### **Boulder Creek Commons (North & South)**

(Approx. 16.64 acres)

#### **"USE LIST"**

*Note: Future ZCA (Zone Change Amendments) may be submitted for additional uses not listed below on a case by case basis*

#### Amusement / Recreation / Entertainment

Dance Studio  
Martial Arts Studio  
Health Club  
Fitness Center  
Indoor entertainment activities such as paintball, bowling alley, miniature golf, arcade, etc.  
Theater

#### Animal Services (indoor only)

Small Animal boarding  
Animal Hospital  
Veterinarian Clinic  
Pet store, pet grooming

#### Automotive (indoor only)

Auto parts sales (indoor only)  
Automobile rental  
Tire sales (indoor)  
Car Wash (excluding open bays & manual car wash)

#### Business & Financial

Bank or financial institution  
Professional or business office (real estate, travel, accounting, attorney, etc.)

#### Food Service

Bakery  
Catering  
Delicatessen  
Ice cream parlor

Needs to meet drive-thru Standards

**Restaurant, drive-thru (limited to a maximum of three (3) in Boulder Creek Commons South area)**

Restaurant, sit down

#### Non-Industrial Manufacturing (in shop)

Candy Shop

#### Medical, Dental, Counseling Services

Counseling Center (mental health, alcohol, drugs)  
Laboratory, dental or medical  
Medical / Dental office or clinic  
Optometrist, optician

Retail Sales (indoors)

Antique store  
Athletic & sporting goods  
Bookstore  
Department store  
Drive-thru sales (pharmacy, dairy, etc.)  
Florist  
Furniture  
Appliances  
Office supplies  
Paint or wall paper  
Pharmacy  
Retail goods establishments  
Super Market / Grocery Store  
Gas Station  
Convenience market with gas pumps

Service Business (indoor only)

Barber Shop  
Beauty Shop (incidental body piercing)  
Carpet & rug cleaning  
Child nursery, day care, preschool (limited outdoor with staff approval)  
Educational institutions, schools, college, learning center, trade school  
Janitor service & supply  
Laundry or dry cleaners  
Locksmith  
Mail service  
Massage establishment  
Permanent cosmetics (as a secondary use to barber shop or beauty shop)  
Pest Control  
Pet grooming  
Printing

## **Exhibit C**

### **PowerPoint Presentation**



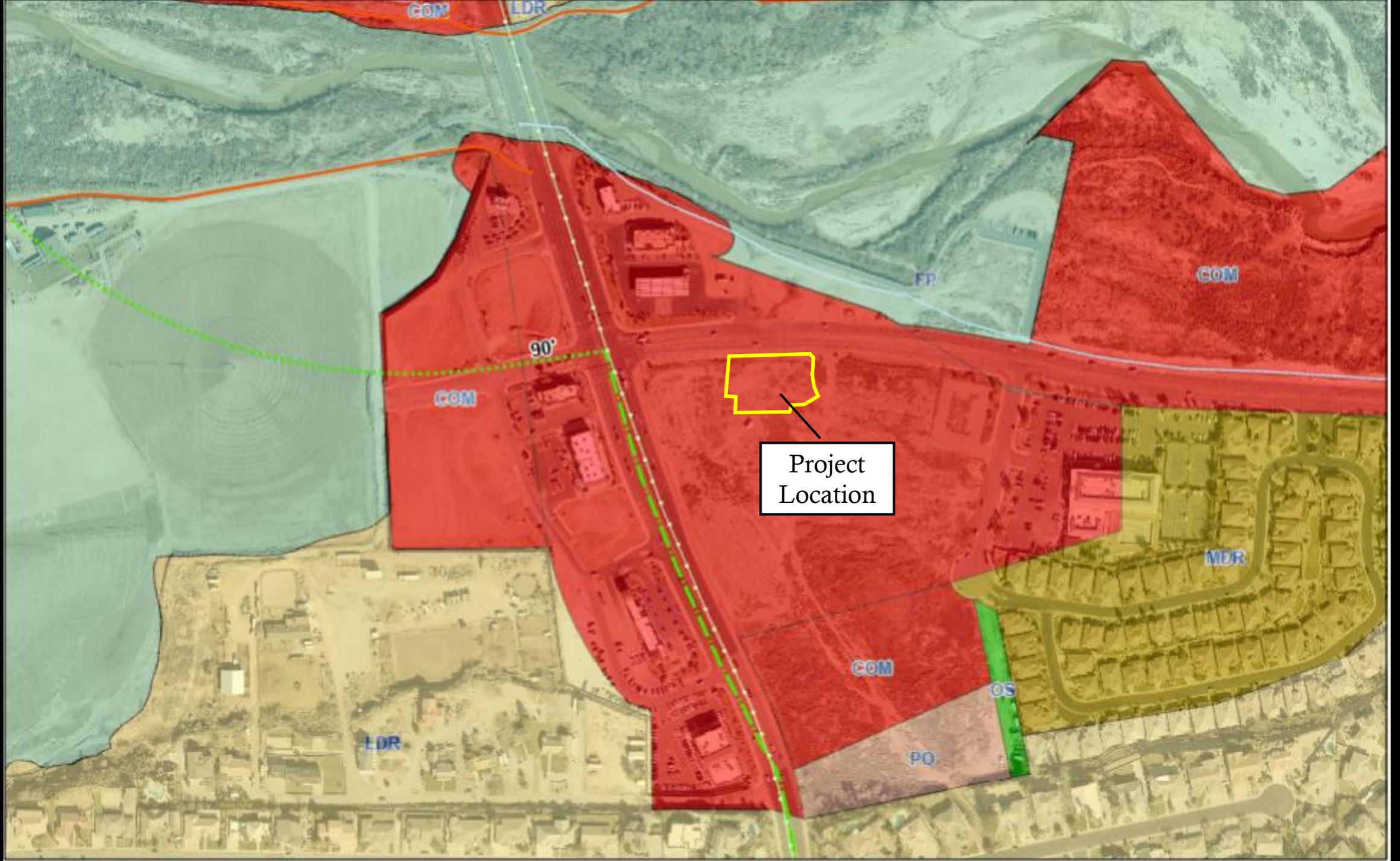
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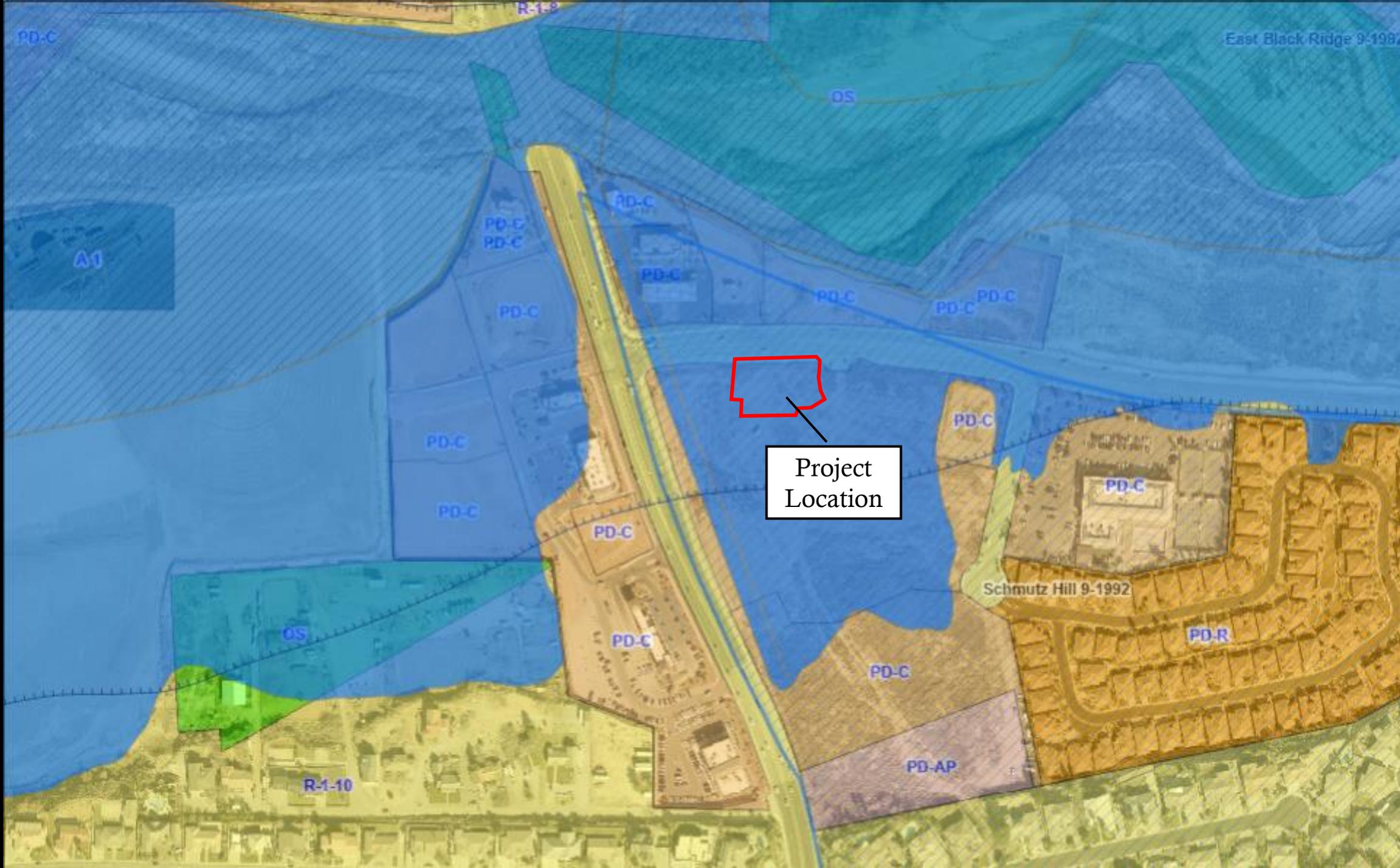
# MCDONALD'S

Planned Development Amendment  
2023-PDA-011

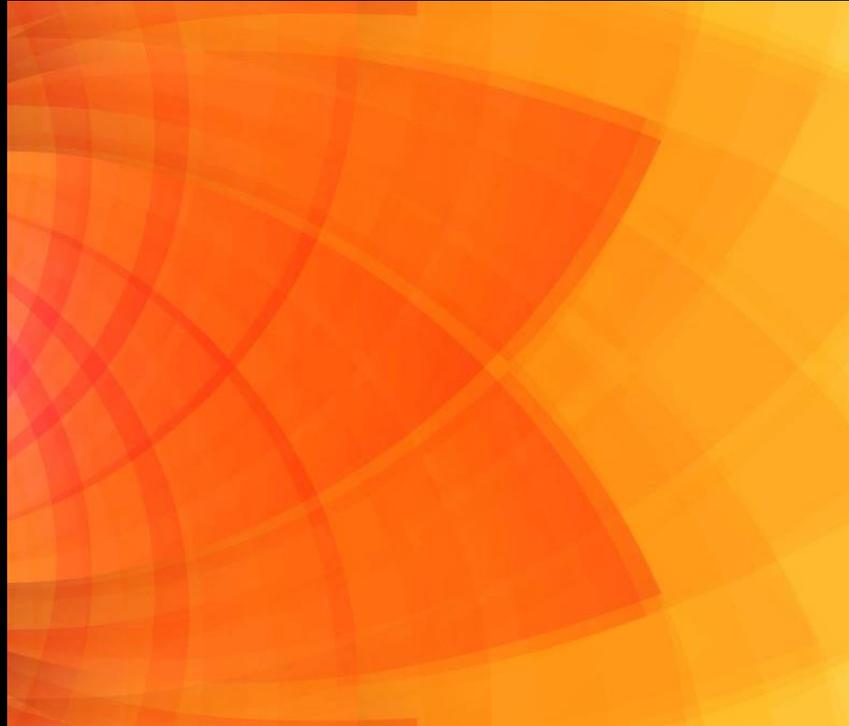


Project  
Location





Project Location



# USE LIST

## Boulder Creek Commons (North & South)

(Approx. 16.64 acres)

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Professional or business office (real estate, travel, accounting, attorney, etc.)

#### Food Service

Bakery

Catering

Delicatessen

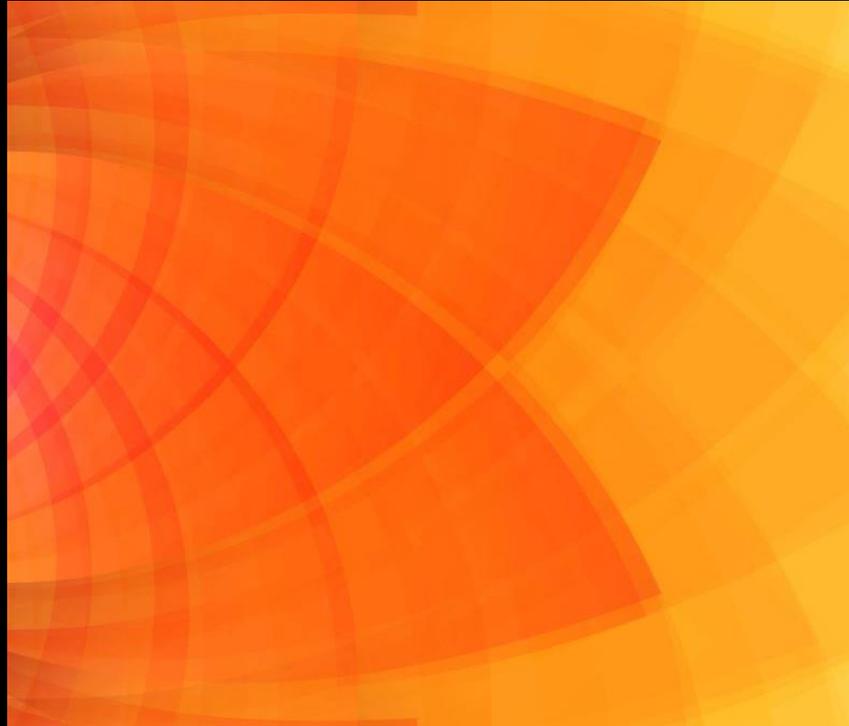
Ice cream parlor

**Restaurant, drive-thru (limited to a maximum of three (3) in Boulder Creek Commons South area)**

Restaurant, sit down

#### Non-Industrial Manufacturing (in shop)

Candy Shop



# USE LIST

## Boulder Creek Commons (North & South)

(Approx. 16.64 acres)

### **“USE LIST”**

*Note: Future ZCA (Zone Change Amendments) may be submitted for additional uses not listed below on a case by case basis*

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Catering  
Delicatessen  
Ice cream parlor

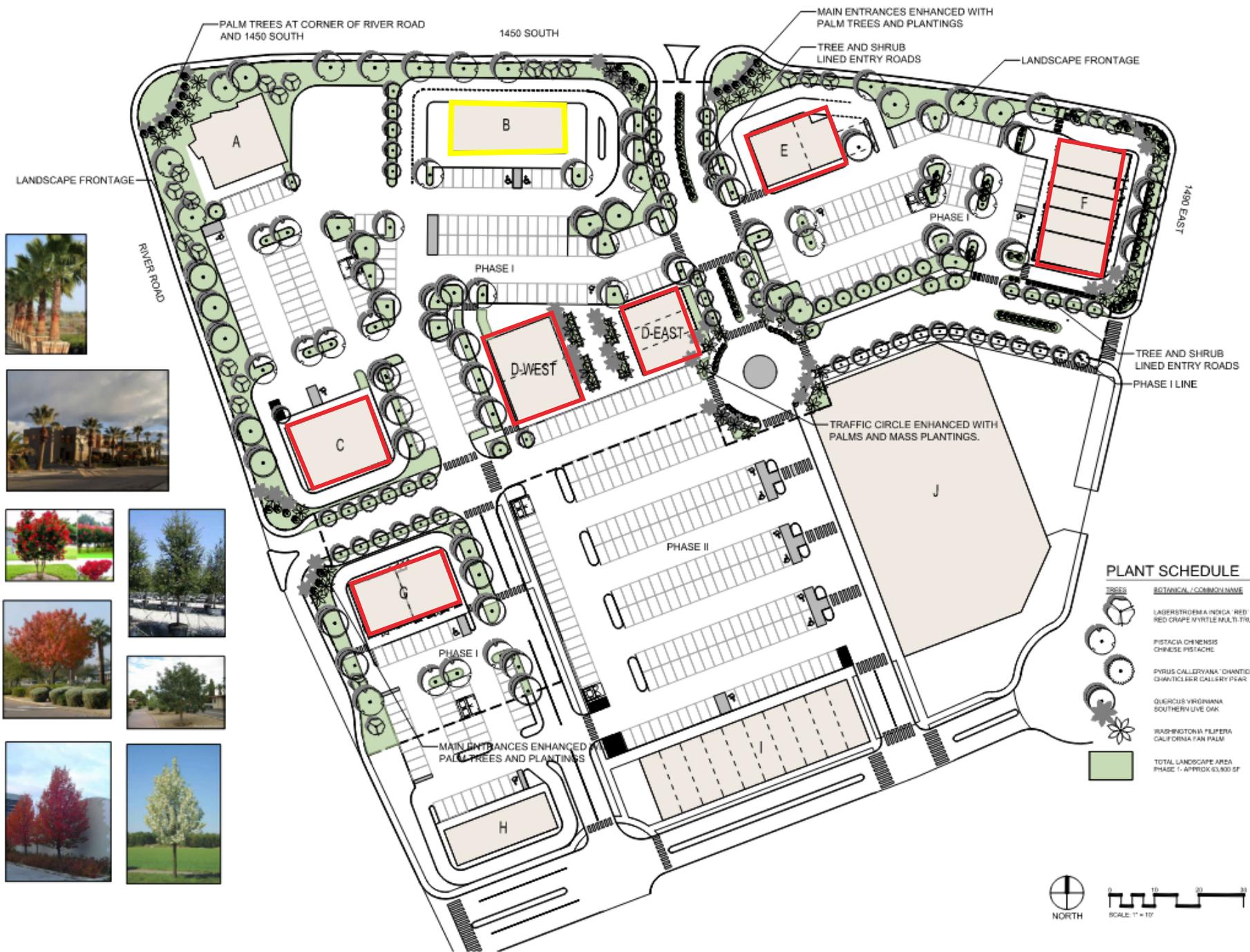
**Needs to meet drive-thru Standards**

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Candy Shop



**LandWORKS  
INCORPORATED**



9015 PINEHURST DRIVE  
ST. GEORGE, UTAH 84790  
PHONE: 435-671-8836  
FAX: 435-671-8834

WE DESIGN, WE BUILD, WE MAINTAIN.  
LANDSCAPE ARCHITECTURE, PLANNING,  
& CONSTRUCTION SERVICES.  
TELEPHONIC SERVICE AVAILABLE.  
WE ARE YOUR PARTNER IN THE DESIGN  
OF YOUR LANDSCAPE.

REVISION	REVISION DATE



EXPIRES: 8-31-2022

CONTRACT DATE: \_\_\_\_\_  
BUILDING TYPE: \_\_\_\_\_  
PLAN VERSION: \_\_\_\_\_  
SITE NUMBER: \_\_\_\_\_  
STORE NUMBER: \_\_\_\_\_

**PLANT SCHEDULE**

- | TREES | BOTANICAL / COMMON NAME                                     |
|-------|---|
|       | LAGERSTROEMIA INDICA 'RED'<br>RED CRAPPE NYRTLE MULTI-TRUNK |
|       | PISTACIA CHINENSIS<br>CHINESE PISTACHE                      |
|       | PYRUS CALLERYANA 'CHANTICLEER'<br>CHANTICLEER CALLERYA PEAR |
|       | QUERCUS VIRGINIANA<br>SOUTHERN LIVE OAK                     |
|       | WASHINGTONIA FILIFERA<br>CALIFORNIA FAN PALM                |
|       | TOTAL LANDSCAPE AREA<br>PHASE I - APPROX. 63,800 SF         |



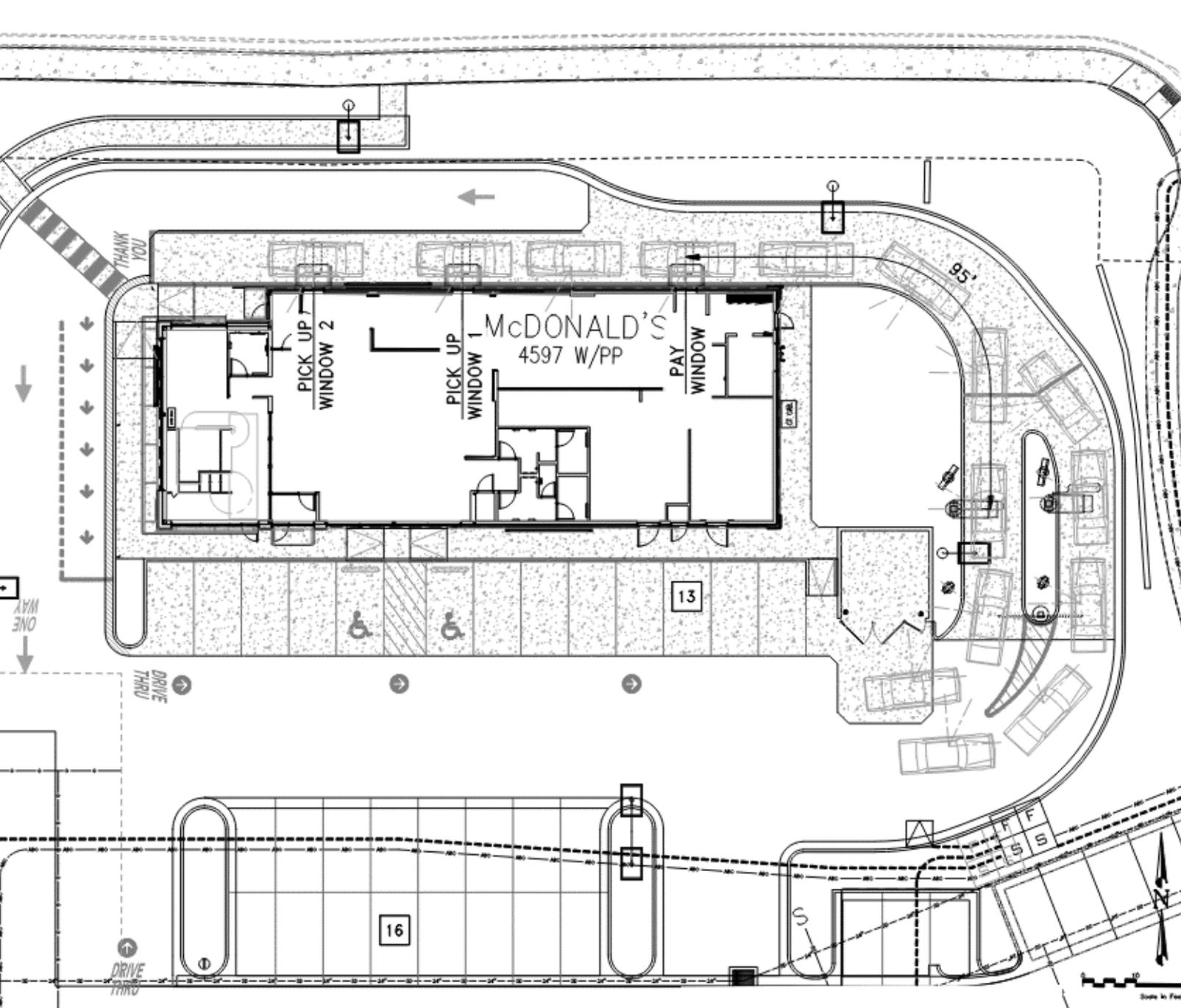
PROJECT NAME:  
**RIVER CROSSING**  
1105 W. BLOOM CIRCLE  
ST. GEORGE, UTAH

PAGE:  
**PHASE I  
GENERAL  
LANDSCAPE  
AREA**

**L1.0**

PLOT DATE: OCTOBER 13, 2021

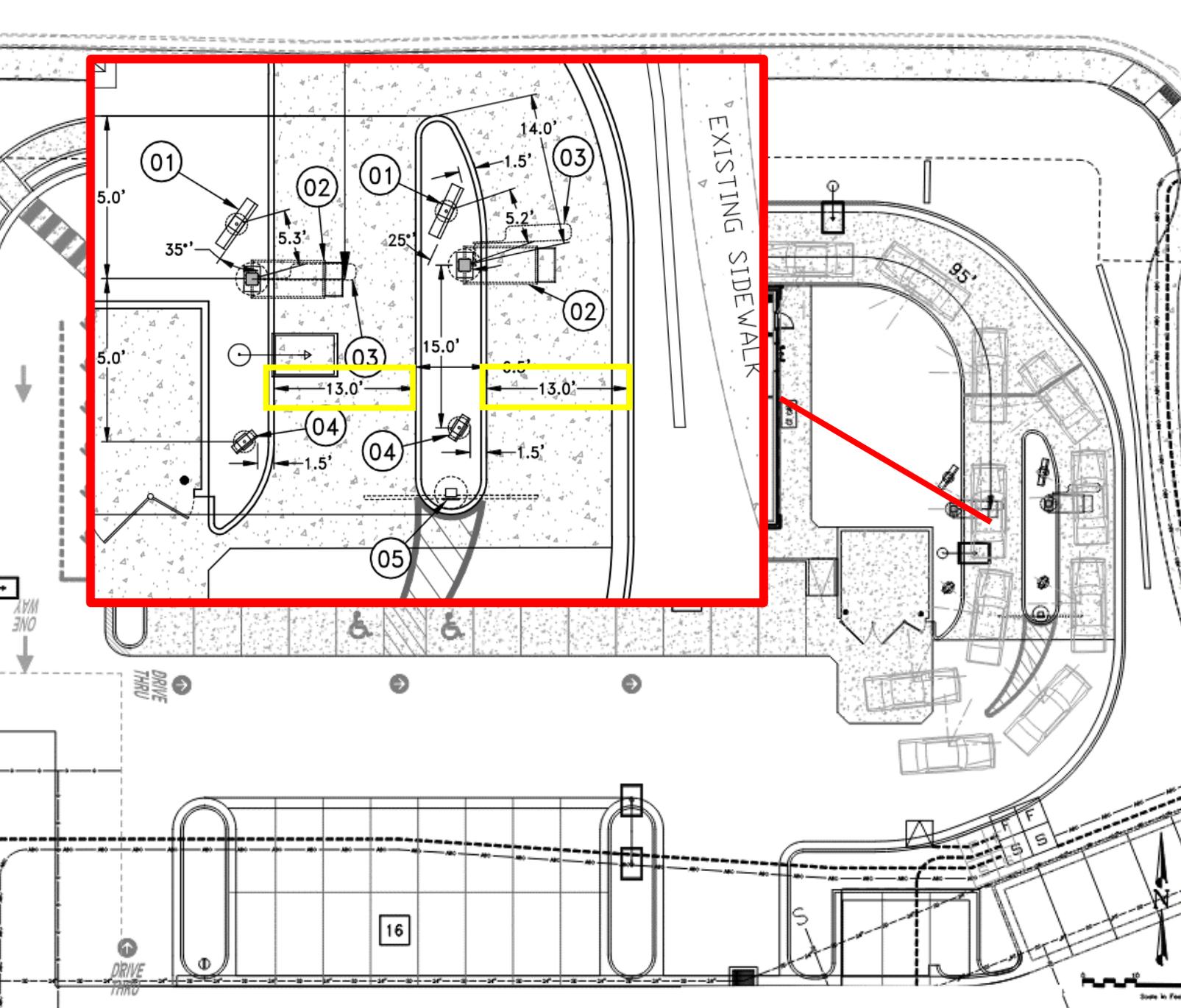




**SITE DRIVE-THRU QUEUING**

## **DRIVE-THRU STANDARDS**

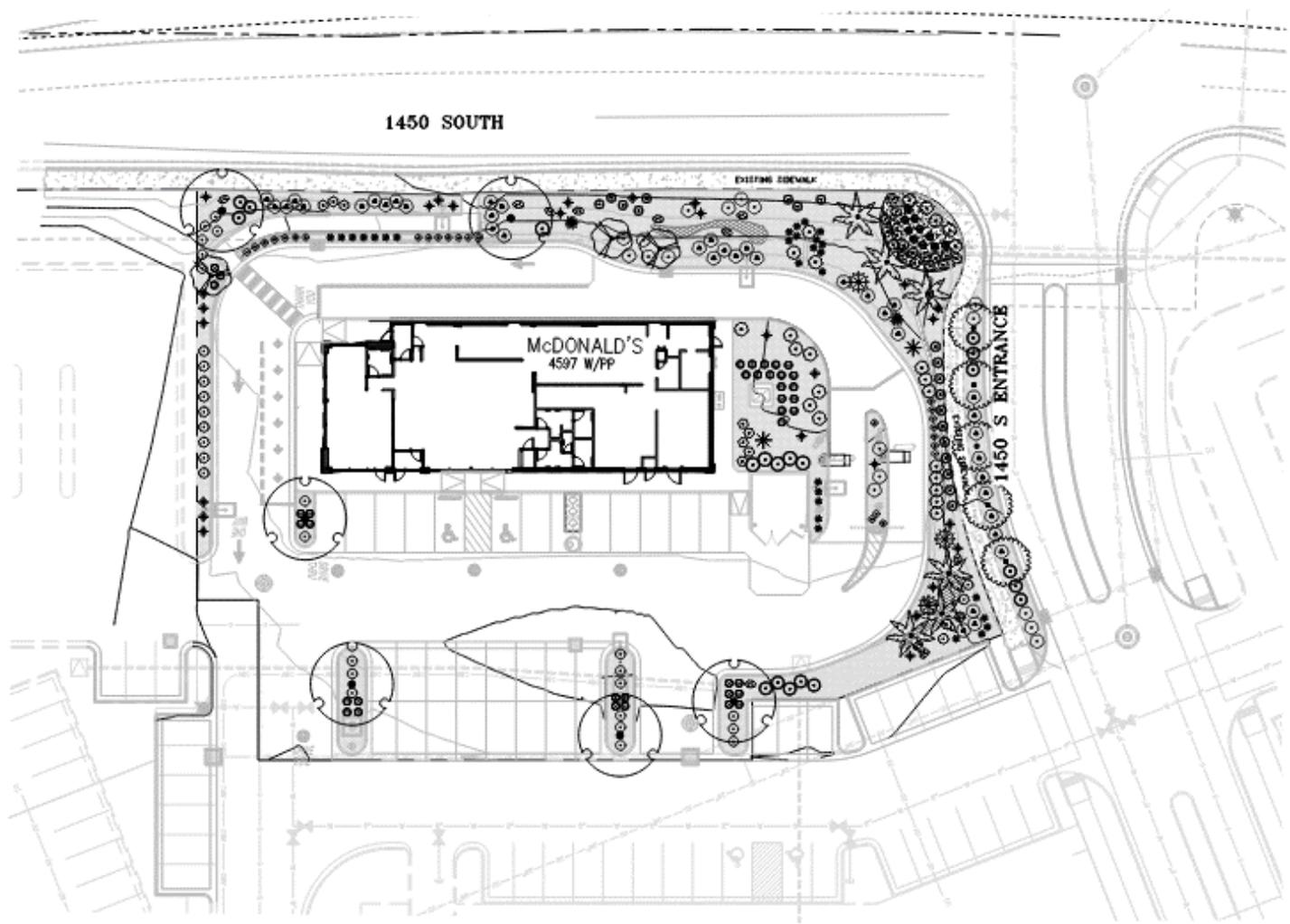
1. Restaurant drive-through lanes shall provide five stacking or queuing spaces per lane from the ordering location or the first building window, whichever is greater, in addition to the space for the vehicle at the window or ordering station.
2. Stacking or queuing spaces shall not block parking spaces or loading areas on the site.
3. Queuing lanes shall be a minimum of 13 feet in width.
4. A stacking que shall not be located within 50' of a public intersection or public ingress/egress point.
5. Drive-through facilities shall not be placed adjacent to residential properties.
6. Order boards shall be faced away from residential areas to the greatest extent possible.



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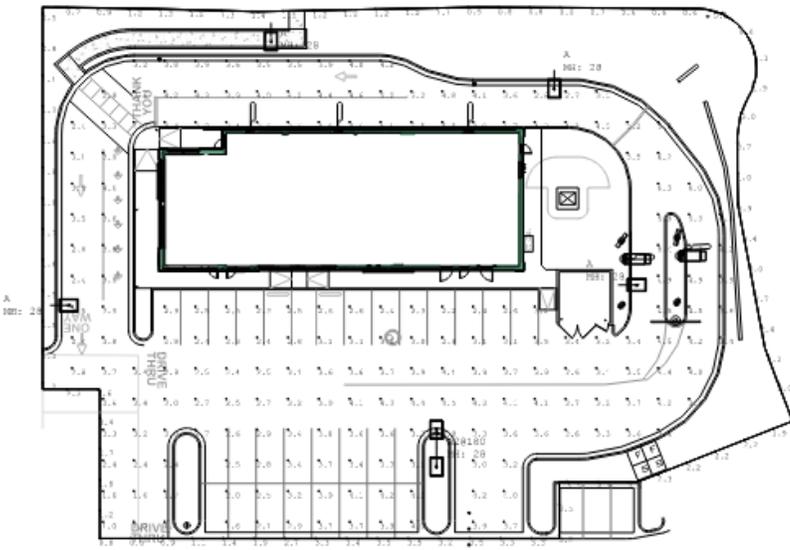
PLANT SCHEDULE

THREE	SYMBOLOGY / COMMON NAME	QTY	COL	SIZE	REY
	LASERSTROEMA INDICA RED / RED GRAPES MYRTLE	24'00"	MULTI TRUNK		3
	PESTACIA CHINENSIS / CHINESE PISTACHE	24'00"	SMALL TRUNK		6
	PIRUS GALLEYANA QUINCE FER. / CHANTRELIER CALIFORY PEAR	24'00"			5
	WASHINGTONIA FLIFERA / CALIFORNIA FAN PALM	8 & 5		10'11"	6
SEVEN	SYMBOLOGY / COMMON NAME	QTY			
	AGAVE AMERICANA / CENTURY PLANT	15 GAL			3
	CHAMBEROPS HUMILIS / MISTY PAMPANAN PALM PALM	20 GAL			2
	CHRYSANTHA MEXICANA / DABBANTA	3 GAL			25
	DAVIDSONIA VIRENS / GREY DESERT SPOON	16 GAL			2
	HESPERALOE PARVIFLORA / RED YUCCA	5 GAL			27
	LEX VOMITORIA NANA / DWARF YUPOH HOLLY	5 GAL			17
	LEUCOPHYLLUM FRUTICOSUM / COVENT / COVENT TEXAS SAGE	5 GAL			14
	LEUCOPHYLLUM LAUBMAYERI / RED GRASS LANGRIMS SAGE	5 GAL			6
	MYRTUS COMPLANIS / DWARF COMMON MYRTLE	5 GAL			29
	RHAMNOLIPS INDICA CLARA / CLARA BOGAN HAWTHORN	5 GAL			14
	RHAMNOLIPS INDICA PINK / PINK LADY BOGAN HAWTHORN	5 GAL			5
	ROSA X WOLFE / FLOWER CARPET RED GROUND COVER ROSE	2 GAL			29
	ROSMARINUS OFFICINALIS PROSTRATUS / DWARF ROSEMARY	5 GAL			5
	YUCCA SACCATA / SWAINNA YUCCA	5 GAL			10
SEVEN SPERMANIS	SYMBOLOGY / COMMON NAME	QTY			
	CALAMAGROSTIS X ACUTIFLORA NARL POKERSTY / NARL POKERSTY FEATHER REED GRASS	1 GAL			11
	LANTANA VERTEICENSIS / PURPLE TRAILING LANTANA	1 GAL			23
	LANTANA X NEIF OCLY / NEW GOLD LANTANA	1 GAL			17
	HELENBERGIA CAPILLARS REGAL NEST / REGAL NEST MAJLY GRASS	1 GAL			28
	SEDUM X NUTRIN JOY / AUTUMN JOY SEDUM	1 GAL			29
GRAVEL / ROCK	SYMBOLOGY	QTY			
	12	6-20 CF LANDSCAPE BOLLIER			
	182 SF	4-6" ACCENT COBBLE PLACED 4-6" DEEP MINIMUM. COBBLE TO BE PLACED OVER DENTIT PROS WEED BARRIER (OR EQUAL). COLOR TO BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT.			
	6,649 SF	3/4-1" ROCK MULCH PLACED 3" DEEP MINIMUM IN ALL PLANTER AREAS WHERE ACCENT COBBLE IS NOT INDICATED. ROCK MULCH TO BE PLACED OVER DENTIT PROS WEED BARRIER (OR EQUAL). COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT.			
	465 SF	1" BLACK LAM. ONDERS PLACED 3" DEEP OVER DENTIT PROS WEED BARRIER (OR EQUAL).			

SITE LANDSCAPE SUMMARY  
 TOTAL SITE AREA = 37,297 SF  
 PROVIDED LANDSCAPE AREA = 8,204 SF (21.6%)  
 15' AVERAGE FRONTAGE LANDSCAPE REQUIRED (331 LF) = 3,465 SF  
 FRONTAGE LANDSCAPE AREA PROVIDED = 4,187 SF

**NOTES:**

1. THE FOOTCANDLE LEVELS AS SHOWN ARE BASED ON THE FOLLOWING CRITERIA. ANY SUBSTITUTIONS IN SPECIFIED FIXTURES OR CHANGES TO LAYOUT WILL AFFECT LIGHTING LEVELS SHOWN AND WILL NOT BE THE RESPONSIBILITY OF SECURITY LIGHTING.
2. DISTANCE BETWEEN READINGS 10.0'
3. FINAL ADJUSTMENTS TO AIMING ANGLE / DIRECTION OF FIXTURES MAY BE REQUIRED TO ELIMINATE LIGHT TRESPASS OR GLARE ONTO ADJOINING PROPERTIES OR ROADWAYS.



Calculation Summary						
Label	Calc>Type	Units	Avg	Max	Min	Avg/Min
PAVED SURFACE READINGS	Illuminance	Fc	3.54	6.3	1.0	3.54
PROPERTY LINE READINGS	Illuminance	Fc	1.92	4.0	0.5	3.84

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	EPA	Mtg Height	Pole Type
	4	A	SINGLE	0.900	RAR2-480L-240-5K7-4W	225.9	0.607	28	SES-25-50-7-TA-GL-DB (5')
	1	A2	BACK-BACK	0.900	RAR2-480L-240-5K7-4W	225.9	1.214	28	SES-25-50-7-TA-GL-DB (5')



**SES POLES**  
SQUARE STEEL STRAIGHT POLES (SSP)

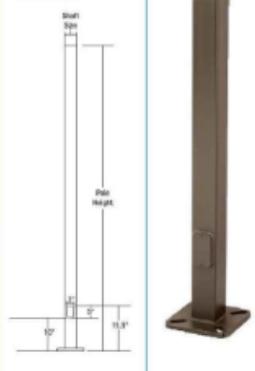
**Specifications**

The Square Steel Straight Pole has been successfully installed in projects of all types for over 20 years and has become the most popular and economical pole option for all site lighting applications including retail, commercial, industrial and residential projects.

The popularity of this series is due to its full offering of sizes, heights and standard colors with complete offering of mounting options, accessories and select styles/fixtures stocked for immediate shipping.

- Square Steel Straight Shaft
- One piece construction
- 2 3/8" OD bases, Open Top or Factory drilled Side Mount Options available
- Steel Base Plate
- 3 size options for anchor bolts. All anchor bolts fully galvanized with 2 nuts and washer bolts ordered as separate line item and paper template included as component of pole
- Square base cover available (ordered as separate line item)
- Pole finished in weather proof powder coated color in 4 standard colors
- 3" x 6" Gasketed hand hole standard

**Dimensions**



Toron Top Pole

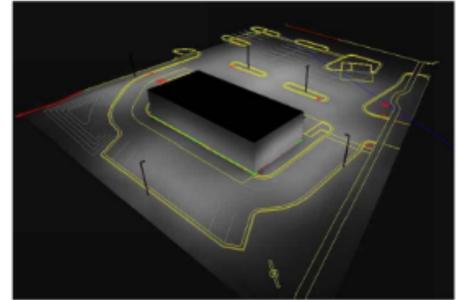
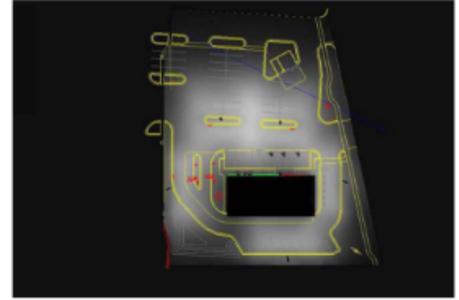


Open Top Pole

**Ordering Information** Ordering Example: SES-18-40-01-TA-0-DB

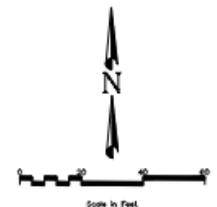
Series	Height	Color	Mounting	Drilling	Color
SES Square Steel Straight Pole	18 Feet 22 Feet 25 Feet 28 Feet	A0 4x4 Shaft A1 4x4 Shaft A2 4x4 Shaft A3 4x4 Shaft	B0 11 Spacing 110" Back B1 7 Spacing 170" Back	C0 2.30" OD Toron C1 3.00" Top Pole C2 3.00" Top Pole C3 2.70" OD Toron	D0 Dark Bronze D1 White D2 Black D3 Flat Iron Silver

1. Minimum height for mounting luminaire is 20 feet. 2. Open Top Pole must be ordered with mounting hardware. 3. All dimensions are in feet. 4. All dimensions are in feet. 5. All dimensions are in feet. 6. All dimensions are in feet. 7. All dimensions are in feet. 8. All dimensions are in feet. 9. All dimensions are in feet. 10. All dimensions are in feet.



1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS TO SECURITY LIGHTING SYSTEMS. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A VISUALIZATION AID. FIELD DEVIATIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, CRITICAL SITE INFORMATION (POLE LOCATIONS, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.
2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.
3. CONFORMANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
4. THIS LAYOUT MAY NOT MEET TITLE 24 OR LOCAL ENERGY REQUIREMENTS. IF THIS LAYOUT NEEDS TO BE COMPLIANT WITH TITLE 24 OR OTHER ENERGY REQUIREMENTS, PLEASE CONSULT FACTORY WITH SPECIFIC DETAILS REGARDING PROJECT REQUIREMENTS SO THAT REVISIONS MAY BE MADE TO THE DRAWING.

Foot Candles will need to be at 1.0 at property lines



THIS DRAWING MEETS OR EXCEEDS INTERNATIONAL CURRENT ILLUMINATION SPECIFICATIONS OF A 3-4 FOOTCANDLE AVERAGE, UNLESS SUPERCEDED BY OTHER REQUIREMENTS.

PROJECT WIND LOAD CRITERIA BASED ON ASCE 7-10 WIND SPEEDS (3-SEC PEAK GUST MPH) 50 YEAR MEAN RECURRENCE INTERVAL. Allowed EPA 7.2 @ Wind Load 90MPH

MOUNTING HEIGHT = 21'  
TILT = 0  
LIGHTS ARE FULL CUTOFF (ZERO LIGHT ABOVE 90°)  
CALCULATION GRIDS ARE AT GRADE (Z = 0)  
THIS LAYOUT MEETS IES RECOMMENDATIONS FOR PARKING LOT LIGHTING.

**SECURITY LIGHTING**

1100 East North Street, 400, North Henderson, IL 60058-4704  
Phone: 815.325.1111 • Fax: 815.325.1111 • Email: sales@securitylighting.com

PROJECT: 297 EAST 300 NORTH HERRING, UTAH

DATE: 6/7/2022

PROJECT NUMBER: EX50222-REV1.AGI



Facing South into Development



Facing West into Development

Approximate Height: 22'

COLOR & MATERIAL LEGEND

- |   |   |   |  |
|---|---|---|--|
|   | FIBER CEMENT SIDING<br>HARDIE PLANK BY JAMES HARDIE<br>AGED PEWTER              |   | ALUMINUM COMPOSITE<br>BY ALPOLIC COLOR: RAL 7022             |
|  | EIFS<br>RAL 7022<br>FINISH: HYDROPHOBIC   |  | CANOPY SYSTEM<br>ALPOLIC COMPOSITE METAL PANELS<br>BNT WHITE |
|  | WOOD BATTEN SYSTEM<br>2"X2" ALUMINUM BATTEN TA-647<br>FORTINA BY B+N INDUSTRIES |  | BRICK SIDING<br>NORMAN SIZE, 1/3 RUNNING BOND<br>PEWTER      |

## COLOR & MATERIAL LEGEND



FIBER CEMENT SIDING  
HARDIE PLANK BY JAMES HARDIE  
AGED PEWTER



ALUMINUM COMPOSITE  
BY ALPOLIC COLOR: RAL 7022



EIFS  
RAL 7022  
FINISH: HYDROPHOBIC



CANOPY SYSTEM  
ALPOLIC COMPOSITE METAL PANELS  
BNT WHITE



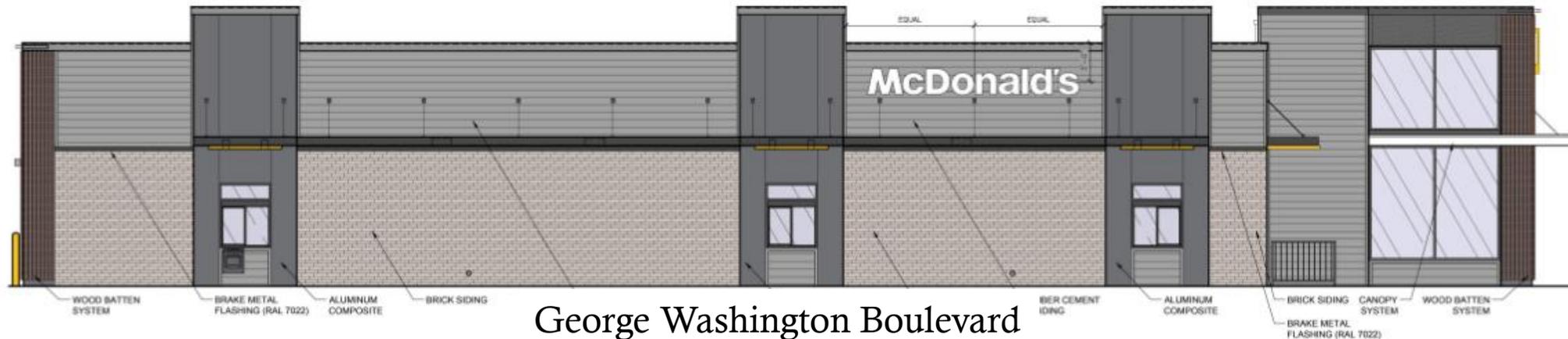
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2"X2" ALUMINUM BATTEN TA-647  
FORTINA BY B+N INDUSTRIES



BRICK SIDING  
NORMAN SIZE, 1/3 RUNNING BOND  
PEWTER



Facing East towards Entrance



George Washington Boulevard



---

# MCDONALD'S

## Recommendation

With a 6-0 vote, the Planning Commission recommended approval with the following condition:

1. That the drive-thru aisles are expanded to thirteen feet (13') wide at the ordering stations.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY .86 ACRES, LOCATED ON THE SOUTHEAST CORNER OF RIVER ROAD AND GEORGE WASHINGTON BOULEVARD FOR THE PURPOSE OF ADDING A 5,230 SQUARE FOOT RESTAURANT FOR A PROJECT TO BE KNOWN AS MCDONALD'S, WITH A CONDITION FROM THE PLANNING COMMISSION.**

(McDonald's)

**WHEREAS**, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately .86 acres, located on the southeast corner of River Road and George Washington Parkway to add a 5,230 square foot restaurant; and

**WHEREAS**, the City Council held a public meeting on this request on August 17, 2023; and

**WHEREAS**, the Planning Commission held a public hearing on this request on July 25, 2023, and recommended approval with a 6-0 vote with the following condition:

1. That the drive-thru aisles are expanded to thirteen feet (13') wide at the ordering stations.

**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 17th 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:

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

Councilmember Hughes \_\_\_\_\_  
Councilmember McArthur \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

## Exhibit "A" – Legal Description

A parcel of land located in the Southeast Quarter of Section 32 Township 42 South, Range 15 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point being South 00°32'03" West 4,367.67 feet along and beyond the section line and West 1,159.34 feet from the Northwest Corner of Section 33, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running; thence South 68°30'57" West 53.68 feet; thence North 90°00'00" West 25.73 feet; thence South 00°00'00" East 18.50 feet; thence North 90°00'00" West 149.00 feet; thence North 00°00'00" East 48.50 feet; thence North 90°00'00" West 18.50 feet; thence North 00°00'00" West 124.25 feet to the southerly line of 1450 South Street; thence easterly the following (4) courses along said southerly line of 1450 South Street; thence easterly 69.82 feet along an arc of a 2,709.18 foot radius curve to the right (center bears South 0°26'58" West, long chord bears South 88°48'44" East 69.82 feet with a central angle of 01°28'36"); thence easterly 143.08 feet along an arc of a 2,697.00 foot radius curve to the right (center bears South 01°54'03" East, long chord bears North 89°37'09" East 143.07 feet with a central angle of 03°02'23"); thence southeasterly 39.73 feet along an arc of a 19.00 foot radius curve to the right (center bears South 01°08'21" West, long chord bears South 28°57'28" East 32.88 feet with a central angle of 119°48'22"); thence southerly 13.42 feet along an arc of a 25.00 foot radius curve to the left (center bears South 59°03'18" East, long chord bears South 15°33'56" West 13.26 feet with a central angle of 30°45'33"); thence South 00°11'09" West 12.21 feet; thence southerly 67.89 feet along an arc of a 179.50 foot radius curve to the left (center bears South 89°48'51" East, long chord bears South 10°38'57" East 67.49 feet with a central angle of 21°40'12"); thence South 21°29'03" East 15.06 feet to the Point of Beginning.

Containing 37,297 Sq.Ft. or 0.86 Acres, more or less.

**Exhibit "B" – Parcel Exhibit**

**Location Of The Mcdonald's At River Crossing  
Planned Development Amendment**





**Agenda Date:** 08/17/2023

**Agenda Item Number:** 07

**Subject:**

Consider approval of the preliminary plat for the Desert Color Substation, a single lot subdivision on approximately 4.63 acres located to the west of Sage Haven Phase 8 at the end of Katydid Court. Case No. 2023-PP-025

**Item at-a-glance:**

Staff Contact: Dan Boles

Applicant Name: Craig Coats

Reference Number: 2023-PP-025

Address/Location:

Located approximately west of Sage Haven Phase 8 at the end of Katydid Court

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

The applicant would like to create a lot for a future power substation. At their meeting held on July 25, 2023, the Planning Commission recommended approval with a vote of 5-0.

**Staff Narrative (need/purpose):**

The application would create a single buildable lot and then three parcels to be used as a future park and open space. The applicant has stated their purpose in creating the lot is to build a power substation in the future. Often, when a power company builds a power substation, they receive complaints from property owners in the vicinity, particularly homeowners who weren't aware there would be a substation. The applicant would like to put the infrastructure in early (private road, fencing, etc.) and before residents have built on nearby lots so that it is clear that the property is intended for a substation. This lot would allow them to do that.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

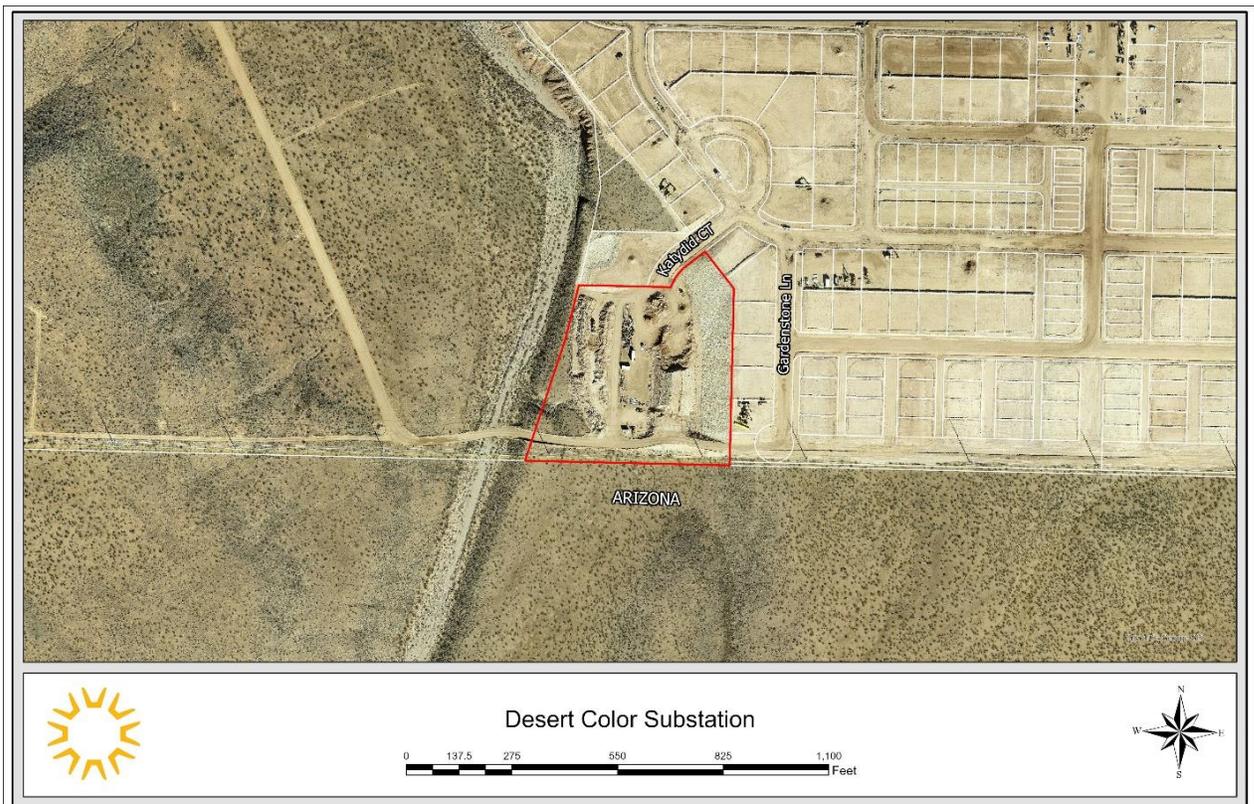
**Recommendation (Include any conditions):**

Planning Commission held a public meeting to discuss the proposed plat and are now recommending approval of the application with a 5-0 vote and no conditions.

**PLANNING COMMISSION AGENDA REPORT:** 07/25/2023  
**CITY COUNCIL AGENDA REPORT:** 08/17/2023

Preliminary Plat  
**Desert Color Substation Preliminary Plat**  
Case No. 2023-PP-025

- Request:** The applicant is requesting approval of a preliminary plat to create a single lot along with three parcels and a private drive at the extreme south end of Desert Color in Sage Haven to serve as a future site for a power substation.
- Representative:** Craig Coats (Alliance Consulting)
- Parcel Number:** SG-5-3-31-433-SLL
- Location:** The property is located to the west of Sage Haven Phase 8 at the end of Katydid Court.
- Total Acreage:** Approximately 4.63 acres
- Existing Zoning:** Planned Development Residential (PD-R)



**General Plan:** RES (Residential)

**Background & Analysis:** The property to be subdivided is adjacent to Phase 8 of the Sage Haven subdivision and Sage Have Phase 4. At the time phase 4 was platted, Katydid Ct was extended and stubbed to the subject property anticipating future development. The applicant has decided to sell a portion of the property to Dixie Power for a future substation. That portion of the property is lot one, approximately one acre in size.

Parcel A and C is intended to be used as a park for the residents. Parcel B, which is located to the east of lot 1 will remain open space with a possible trail running on the south of lot 1.

**Recommendation:** On July 25, 2023, the Planning Commission held a public meeting to discuss this application. They are recommending approval of the application.

**Alternatives:**

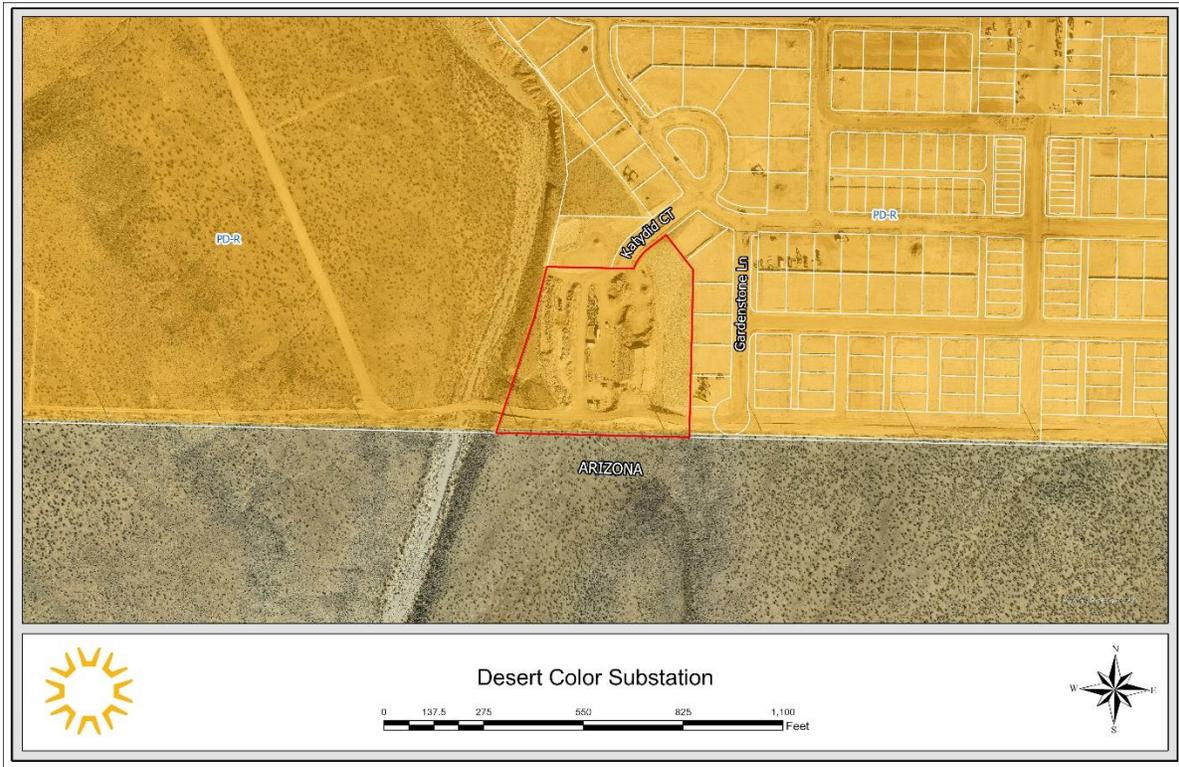
1. Approve as presented.
2. Deny the application.
3. Continue the proposed preliminary plat into the future.

**Sample Motion:** “I move that we approve the Desert Color Substation Preliminary Plat request, application number 2023-PP-025, based on the findings noted in the staff report.”

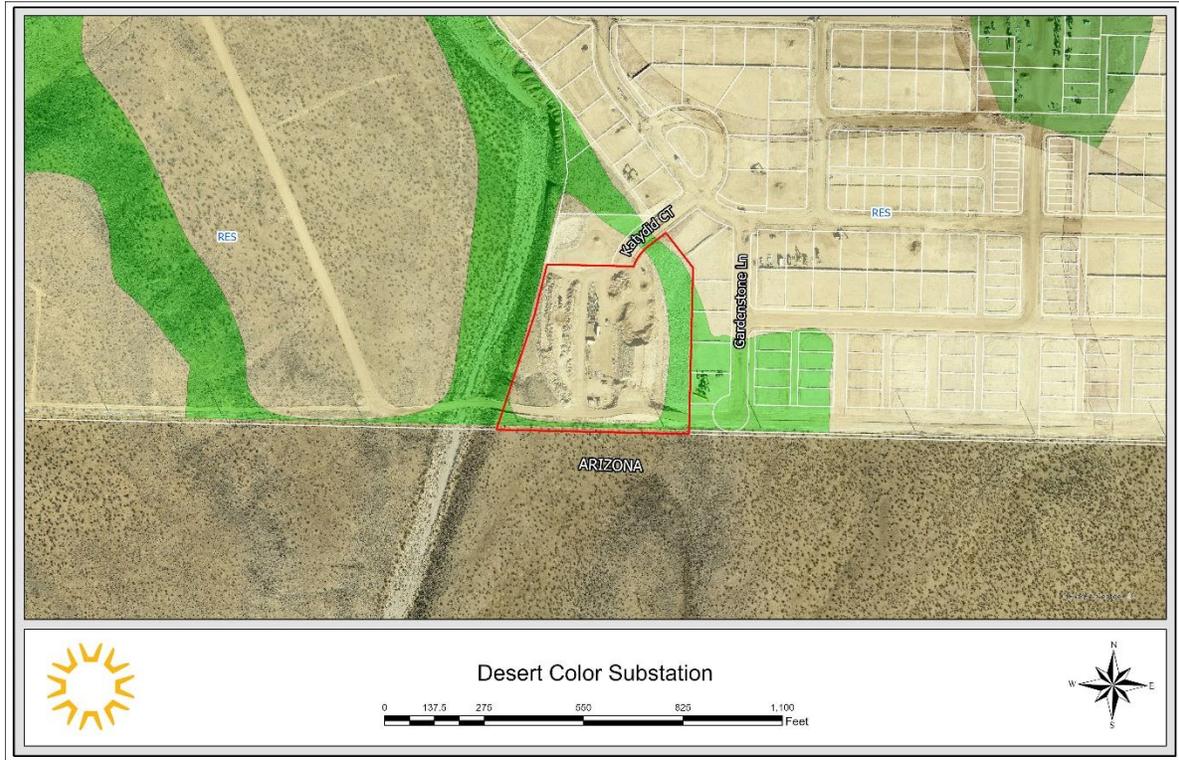
**Possible Findings:**

1. That the plat is consistent with and compliant to the zoning on the property.
2. That the plat will not leave any remnant property unaccounted for.
3. That development in the plat is consistent with the PD amendment previously proposed by the applicant.

## Zoning Map



## General Plan Map



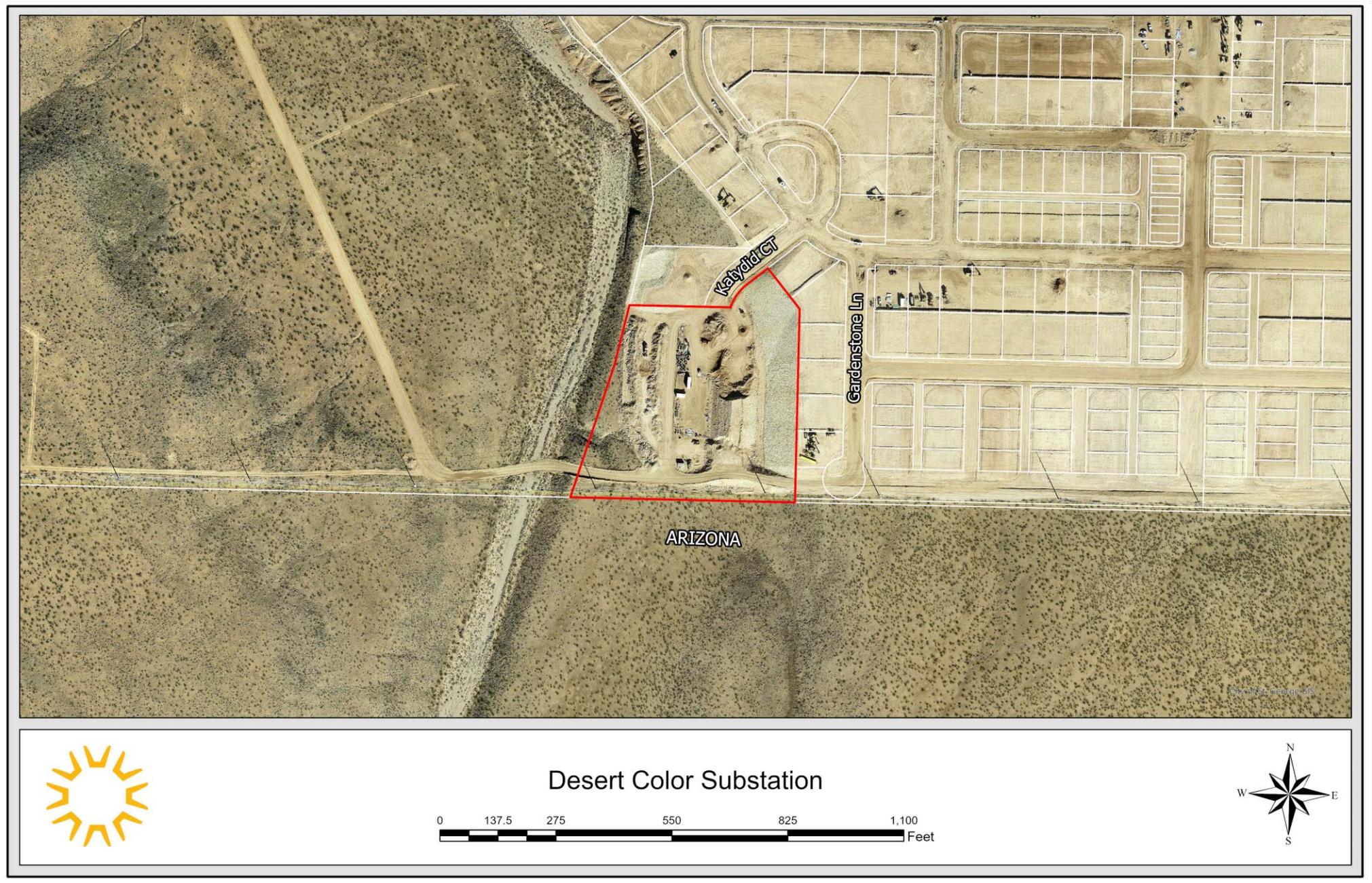
## **Presentation**

A photograph of an electrical substation with several tall metal towers and power lines. The foreground is a gravel-covered area with some young trees and a paved road. In the background, there are some buildings and a hillside under a blue sky with light clouds.

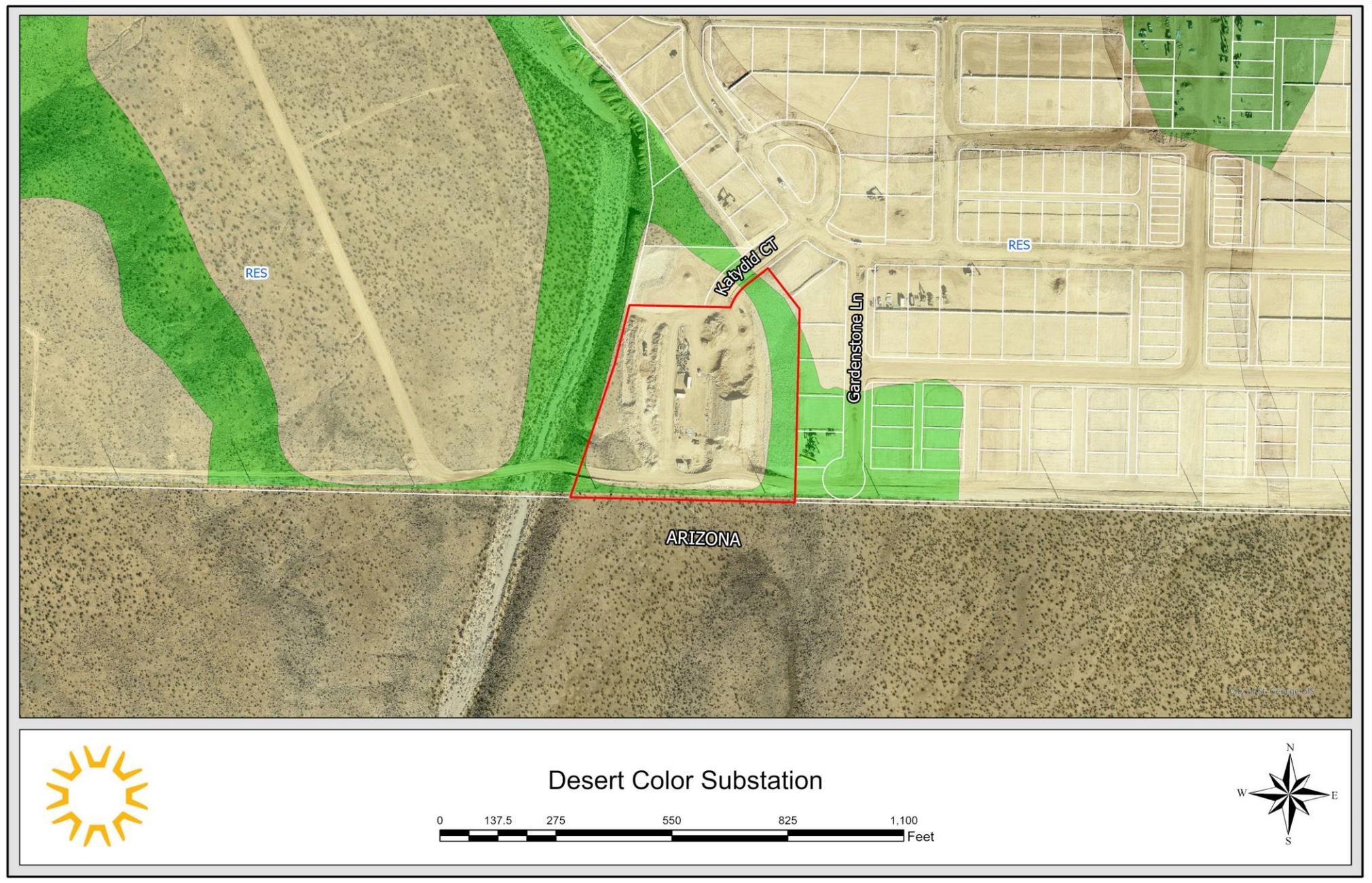
# Desert Color Substation Preliminary Plat

2023-PP-025

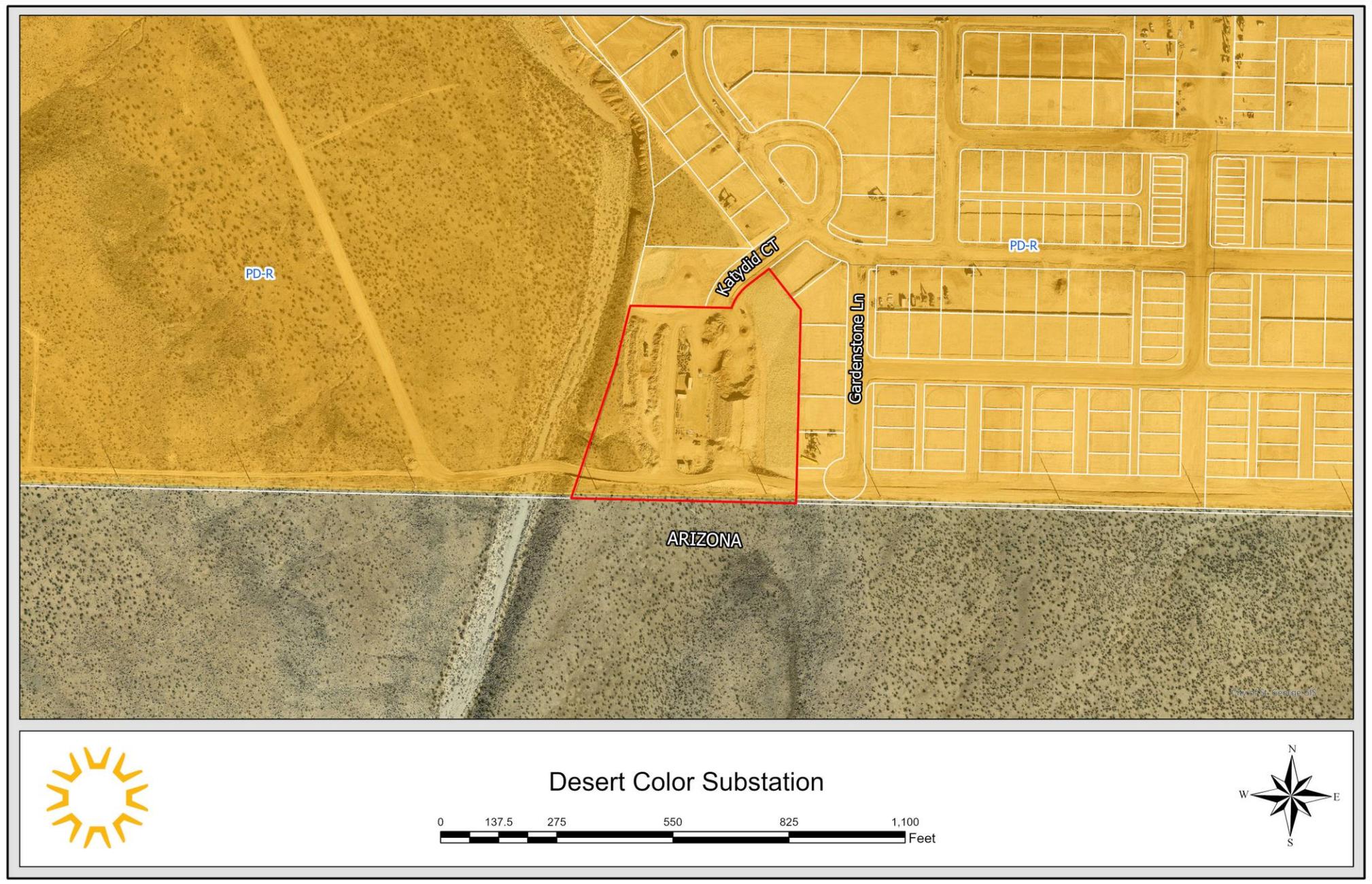
# Aerial Map



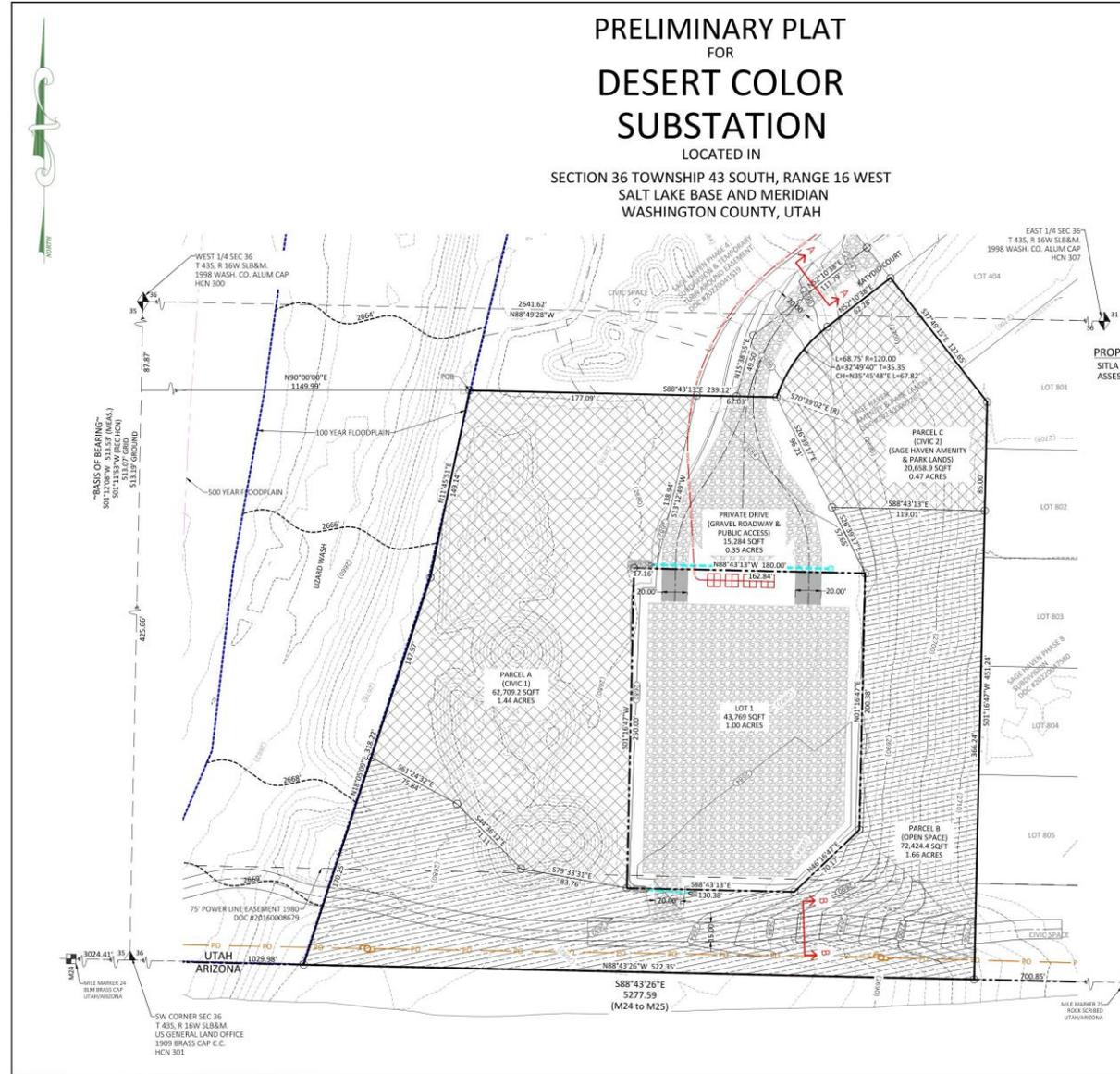
# Land Use Map



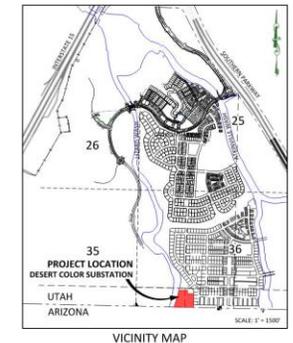
# Zoning Map



# Preliminary Plat



PRELIMINARY PLAT  
FOR  
**DESERT COLOR  
SUBSTATION**  
LOCATED IN  
SECTION 36 TOWNSHIP 43 SOUTH, RANGE 16 WEST  
SALT LAKE BASE AND MERIDIAN  
WASHINGTON COUNTY, UTAH



**PROPERTY OWNERS**  
SITLA  
ASSESSOR PARCEL NO. SG-5-3-31-433-SLL

**DEVELOPER**  
DESERT COLOR ST. GEORGE, LLC  
MR. MITCH DANISIE  
GENERAL MANAGER  
PHONE: (801)-718-3039  
EMAIL: mdanisie@desertcolor.com

- LEGEND**
- ◆ FOUND SECTION CORNER MONUMENTATION AS DESCRIBED
  - ◇ NOT FOUND SECTION CORNER MONUMENTATION
  - POINT NOT FOUND OR SET
  - SECTION LINES
  - - - 1/4 SECTION LINES
  - PLAT BOUNDARY
  - - - EASEMENT (AS DESCRIBED)
  - - - EXISTING WATER LINE
  - - - EXISTING IRRIGATION LINE
  - - - EXISTING SEWER LINE
  - - - EXISTING SEWER MANHOLE
  - - - EXISTING FIRE HYDRANT
  - 100-YEAR FLOODPLAIN
  - 500-YEAR FLOODPLAIN
  - PROPOSED STORM DRAIN
  - PROPOSED POWER LINE
  - EXISTING OVERHEAD POWER
  - PROPOSED POWER VAULT
  - PROPOSED GRAVEL/ROADBASE
  - PROPOSED CONCRETE
  - CIVIC SPACE
  - OPEN SPACE
  - ROADWAY CROSS SECTION ANNOTATION (SEE SHEET 3)
  - BASE FLOOD ELEVATIONS

**LEGAL DESCRIPTION**  
Desert Color Substation

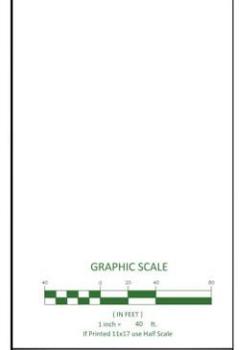
Beginning at a point which is South 01°12'08" West 87.87 feet along the West Section line and North 90°00'00" East 1148.99 feet from the West 1/4 corner of Section 36, Township 43 South, Range 16 West, of the Salt Lake Base and Meridian; said point also being on the Sage Haven Phase 4 Subdivision as shown on the official plat thereof recorded as Document No. 20220061819 in the office of the Washington County Recorder in said County in the State of Utah; thence along said property boundary, running thence South 88°43'13" East 239.12 feet to a non-adjacent curve on the westerly boundary of the Sage Haven Amenity & Park Lands 4 as shown on recorded Document No. 20230000726 in the office of the Washington County Recorder in said County in the State of Utah; thence along said Sage Haven Amenity & Park Lands 4 for the following two (2) courses: said point of curvature of a curve to the right having a radius of 125.00 feet; thence Northwesterly 65.75 feet along the arc of said curve through a central angle of 32°49'00"; the radial direction bears South 70°39'51" East; thence North 52°52'38" East 62.28 feet; thence South 37°49'15" East 122.65 feet; thence South 01°10'47" West 45.124 feet to the State of Utah State Line; thence along said State of Utah State line North 88°43'26" West 522.35 feet; thence North 18°05'09" East 118.22 feet; thence North 11°45'51" East 149.14 feet to the point of beginning. Contains 214,846 sq. ft. = 4.93 acres.

Section 36 T.43 South, Range 16 West.

Date: 7-13-23

REVISIONS			
No.	Date	by	Description

File Name  
Dixie Power Sub Preliminary Plat.dwg



**Alliance Consulting**  
A Planning and Engineering Firm

UTAH  
2303 N CORAL CANYON BLVD  
SUITE 201,  
WASHINGTON, UT 84780  
435-673-8060

NORTH DAKOTA  
621 768 STREET W,  
WILLISTON, ND 58801  
701-572-8100

**PRELIMINARY PLAT  
DESERT COLOR  
SUBSTATION**  
FOR  
**DIXIE POWER**  
LOCATED IN SEC 36  
T.43 SOUTH, R.16 WEST S.L.B.M.  
CITY OF ST. GEORGE, WASHINGTON CO., UTAH

Drawn By:	NTP	Scale:	1"=40'
Client No.	4601	Project No.	4601
Drawing Sheet	<b>1</b>		
Sheet	1	of	3

