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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 3, 2023 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

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

2. **Adjourn and reconvene in a Regular Meeting of the City Council.**

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

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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 3, 2023, commencing at 5:00 p.m.

The amended agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Mayor's recognitions and updates.**

   A. **Read a Proclamation proclaiming August 6 – 12, 2023 as National Farmers Market Week.**

2. Comments from the public.

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

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

Rules for making comments:

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

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

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

3. Consent Calendar.

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

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

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

BACKGROUND and RECOMMENDATION: This is for the purchase of a Lenco Bearcat Armored vehicle for the St George Police Department SWAT team. The BearCat Armored vehicle is a critical and high priority need for the police department. The purchase of this item was discussed in the budget retreat and city council meetings, including a public comment meeting. The council approved

the line item, and the Police department has identified Lenco Armored Vehicles as the sole source to fulfill the order. Staff recommends approval.

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

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

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

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

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

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

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

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

G. Consider approval to award bid to Interstate Rock Products for chip seal aggregate.

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

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

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

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

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

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

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

K. Consider award of bid to Whitaker Construction for the Reconstruction and Expansion of the Terminal Apron at the St. George Regional Airport.

BACKGROUND and RECOMMENDATION: The bid notice was posted on March 9, 2023 and a pre-bid meeting was held on March 23, 2023. Two bids were submitted on April 12, 2023, the low bidder was Whitaker Construction. This project will be funded by Federal Grant and PFC Funds. The original engineers estimate was $12,300,000. Whitaker's bid was for $14,951,787.50. Staff met with the FAA Airport District Office (ADO) in Denver, and they agreed to fund the project in the amount of $14,500,000. It is estimated that the City will receive the grant for approval and signature in early September. Staff recommends awarding the bid to Whitaker Construction in the amount of $14,951,787.50.

L. Consider approval of the minutes from the meetings held on June 15, 2023; June 20, 2023; June 22, 2023; June 29, 2023; June 6, 2023; and June 13, 2023.

4. Public hearing and consideration of Ordinance No. 2023-005 vacating a portion of a municipal utility easement located between Lots 30 & 31, Bloomington Country Club No. 11 Subdivision.

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

5. **Public hearing and consideration of Ordinance No. 2023-006 to vacate a portion of River Road (a deceleration lane) in the River Crossing development.**

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

6. **Public hearing and consideration of Ordinance No. 2023-007 vacating a portion of a municipal utility easement located in the Crimson Estates subdivision.**

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

7. **Public hearing to allow public input regarding (a) the issuance and sale by the City of St. George, Utah of not more than $10,000,000 aggregate principal amount of Sales Tax Bonds, Series 2023; and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2023 Bonds issued under the act may have on the private sector; and related matters.**

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

8. **Consider approval of Resolution No. 2023-009R of the City Council of the City of St. George (the "City"), authorizing and approving a Preliminary Official Statement and an Official Statement in connection with the issuance and sale of the City's Sales Tax Revenue Bonds, Series 2023; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and related matters.**

BACKGROUND and RECOMMENDATION: WHEREAS, the City adopted a resolution on July 6, 2023 (the "Bond Resolution"), approving the issuance of its Sales Tax Revenue Bonds, Series 2023 (the "Series 2023 Bonds") (to be issued from time to time in various series and with such other series or title designation(s) as may be determined by the City), to (a) finance the acquisition and construction of a city hall, and all related improvements (the "Project"), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2023 Bonds herein described; and WHEREAS, in connection with the issuance of the Series 2023 Bonds, the City plans to use and distribute a Preliminary Official Statement (the "Preliminary Official Statement"), in substantially the form attached hereto as Exhibit B, and a final Official Statement (the "Official Statement"), in substantially the form as the Preliminary Official Statement; and WHEREAS, the City now desires to approve the Preliminary Official Statement and the Official Statement and to authorize their use and distribution in connection with the issuance of the Series 2023 Bonds.

9. **Consider approval of Ordinance No. 2023-008 changing the City General Plan future land use map from MDR (Medium Density Residential) to COM (Commercial) on approximately 5.86 acres, located on the east side of Riverside Drive at approximately 700 South (south of Foremaster Drive) for a project to be known as Willowbend Commercial. Case no. 2023-GPA-004**

BACKGROUND and RECOMMENDATION: The property to the south was zoned PD-R for a townhome development in 2021. This property has significant hillside issues to consider. As such, the Hillside Review Board met together on site to give a recommendation on the General Plan amendment. They unanimously recommended approval of the change recognizing that there will be a number of issues to work through before a site plan can be approved. On July 11, 2023, the Planning Commission held a public hearing on the matter. The Planning Commission recommended approval of the application with a 6-0 vote.

10. **Consider approval of Ordinance No. 2023-009 amending the City General Plan future land-use map from MDR (Medium Density Residential) to COM (Commercial) on 14.5 acres located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street for a project to be known as Regional Retail Expansion. Case No. 2023-GPA-003.**

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

11. **Consider approval of Ordinance No. 2023-010 amending an approved PD-C (Planned Development Commercial) on approximately 1.08 acres, located on the southeast corner of Desert Color Parkway and Black Mountain Drive for the purpose of adding a 4,727 square foot financial institution for a project to be known as Mountain America Credit Union with conditions from the Planning Commission. Case No. 2023-PDA-009**

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

12. **Appointments to Boards and Commissions of the City.**

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

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

Christina Fernandez, City Recorder

August 1, 2023
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.

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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 3, 2023 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

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

2. **Adjourn and reconvene in a Regular Meeting of the City Council.**

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

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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 3, 2023, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

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

2. Comments from the public.

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

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

Rules for making comments:

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

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

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

3. Consent Calendar.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GARAGE IN THE AMOUNT OF $122,099.98.

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

I. CONSIDER APPROVAL OF A CONTRACT WITH HOLBROOK ASPHALT, INC. FOR HA5 SEAL COAT FOR VARIOUS STREETS WITHIN THE CITY OF ST. GEORGE.

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

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

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

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

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

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

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

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

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

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

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

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

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

   BACKGROUND AND RECOMMENDATION:
   WHEREAS, the City adopted a resolution on July 6, 2023 (the "Bond Resolution"), approving the issuance of its Sales Tax Revenue Bonds, Series 2023 (the "Series 2023 Bonds") (to be issued from time to time in various series and with such other series or title designation(s) as may be determined by the City), to (a) finance the acquisition and construction of a city hall, and all related improvements (the "Project"), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2023 Bonds herein described; and
   WHEREAS, in connection with the issuance of the Series 2023 Bonds, the City plans to use and distribute a Preliminary Official Statement (the "Preliminary Official Statement"), in substantially the form attached hereto as Exhibit B, and a final Official Statement (the "Official Statement"), in substantially the form as the Preliminary Official Statement; and
   WHEREAS, the City now desires to approve the Preliminary Official Statement and the Official Statement and to authorize their use and distribution in connection with the issuance of the Series 2023 Bonds;

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

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

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

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

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

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

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

12. **Appointments to Boards and Commissions of the City.**

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

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

Genna Goodwin, Deputy City Recorder

7/28/2023
Date

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

PROCLAMATION

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

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

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

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

WHEREAS, in 2023, our local farmers market has been organized by individuals who have dedicated 41 Saturdays to our community.

NOW, THEREFORE, I, Michele Randall, Mayor of the City of St. George, Utah, along with the City Council, do hereby proclaim the week of August 6 – 12, 2023 as

NATIONAL FARMERS MARKET WEEK

in the City of St. George and recognize the contributions that farmers markets to our quality of life and call upon all citizens to celebrate and support local farmers markets.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 3rd day of August, 2023.

_____

Michele Randall, Mayor

PROCLAMATION

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

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

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

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

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

Farmers Market Week

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

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

_____

Michele Randall, Mayor

Agenda Date: 08/03/2023 **Agenda Item Number:** 3A

Subject:

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

Item at-a-glance:

Staff Contact: Jordan Minnick

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

175 N 200 E

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $117,016.18

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

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

N/A

Description of funding source:

General Fund

Recommendation (Include any conditions):

Approval

Agenda Date: 08/03/2023 **Agenda Item Number:** 3B

Subject:

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

Item at-a-glance:

Staff Contact: Jordan Minnick

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

265 N 200 E, St George, UT, 84770

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $311,939.00

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

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

N/A

Description of funding source:

General Fund

Recommendation (Include any conditions):

Approval

Agenda Date: 08/03/2023 **Agenda Item Number:** 3C

Subject:

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

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: N/A

Reference Number: N/A

Address/Location:

St. George

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: 90,000

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

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

funding source:

N/A

Description of funding source:

City budgeted funds

Recommendation (Include any conditions):

Approval

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

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

WITNESSETH THAT:

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

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

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

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

1. **ENGAGEMENT OF CONSULTANT.**

1.1 CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.

1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.

1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S

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

1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.

1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability, or marital status in its employment practices.

1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY, except as modified or waived in this Agreement.

1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.

1.9 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work (**"Exhibit A Scope of Services"**) which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in **"Exhibit A Scope of Services"** or in subsequent Work Orders.

2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.

3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

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

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

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

5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.

5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.

5.3 A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.

5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall

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

5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.

5.7 CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.

5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.

5.9 CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.

6.2 CITY may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

6.3 CITY shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

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

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.

9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.

9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.

10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.

10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.

10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.

10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.

10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

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

11. **INSURANCE.**

11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.

11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.

D. The location of the operations to which the insurance applies.

E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.

F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.

H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.

I. Name, address, and telephone number of the insurance company's agent of process in Utah.

J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

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

A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.

B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.

C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

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

A. The minimum commercial general liability insurance shall be as follows:

i. Comprehensive general liability insurance for injuries, including

accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.

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

iii. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

C. If Professional Liability coverages are written on a claims-made form:

i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

ii Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an

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

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

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;

B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;

C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

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

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

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

13. **DOCUMENTS.**

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

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

13.3 The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

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

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

14. **RECORDS.**

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

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

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

15. **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or

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

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall by deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY OF ST. GEORGE		**AVENUE CONSULTANTS, INC**
_____		_____
Michele Randall, Mayor	Date	Mel Bodily
ATTEST:		APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
_____		_____
Christina Fernandez, City Recorder		

EXHIBIT A
SCOPE OF SERVICES

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

Name: Avenue Consultants, Inc

Address: 113 East 200 North St. George, Utah 84770

Email: jamundsen@avenueconsultants.com Phone Number: 801-716-2497

Scope of Services and/or Deliverables by Contractor:

- See attached scope of work and fee schedule
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Compensation: City shall pay Contractor the following sum:

- See attached fee schedule.
- _____
- _____

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

SCOPE OF WORK

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

SIGNAL OPERATIONS

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

TRAFFIC ANALYSIS

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

TRAFFIC SUPPORT

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

DESIGN

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

PUBLIC INVOLVEMENT

- Stakeholder Outreach
- Event Planning
- Public Education
- Communications

Right-Of-Way Acquisition

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

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

Avenue Consultants

FEE SCHEDULE

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

Continued--

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

AVENCON-01 LBONACCI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER License # 92472 Beehive Insurance Agency Inc Agency CA License #0582035 4393 South Riverboat Rd #200 Salt Lake City, UT 84123	CONTACT NAME: Aaron Griffith PHONE (A/C, No, Ext): (801) 685-6860 6876 FAX (A/C, No): (801) 685-2899 E-MAIL ADDRESS: agriffith@beehiveinsurance.com
INSURED Avenue Consultants Inc 6605 S. Redwood Road, #200 Taylorsville, UT 84123	INSURER A : Liberty Mutual Insurance Company — NAIC # 23043 INSURER B : Auto Owners Insurance Company — 18988 INSURER C : WCF Mutual Insurance Company — 10033 INSURER D : Continental Casualty Insurance — 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		BZS56395528	10/30/2022	10/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			53-839911-00	5/6/2023	5/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			53-839911-01	10/30/2022	10/30/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2977678	2/13/2023	2/13/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Prof Liab. (E&O)			MCH288313582	10/18/2022	10/18/2023	Per Claim Limit	5,000,000
D	Prof Liab. (E&O)			MCH288313582	10/18/2022	10/18/2023	Aggregate limit	5,000,000

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

Subject to the terms, conditions and exclusions of the policy. RE: Professional Service Agreement
City of St.George is Additional Insured where required by written contract in accordance with the Policy provisions per attached policy form. Insurance is Primary and Non contributory where required by written contract in accordance with the Policy provisions per attached policy form. Waiver of Subrogation applies where required by written contract in accordance with the Policy provisions per attached policy form.

CERTIFICATE HOLDER

City of St. George
175 E. 200 N.
St George, UT 84770

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

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This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

Primary And Noncontributory Insurance

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

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

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

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

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

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

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

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

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

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

L. Transfer Of Your Rights And Duties Under This Policy

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

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

Section II - Liability is amended as follows:

A. Supplementary Payments

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

1. The $250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension - Supplementary Payments** for the cost of bail bonds is replaced by a $3,000 limit.

2. The $250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension - Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a $500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

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

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

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

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

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

C. Incidental Medical Malpractice Injury

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

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

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

(1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

b. This coverage does not apply to:

(1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

(2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.

(3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

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

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

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

a. Currently in effect or becoming effective during the term of this policy; and

b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

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

a. The person or organization is only an additional insured with respect to liability arising out of:

(1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and

(2) Caused in whole or in part by your ongoing operations performed for that insured.

b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.

c. The insurance afforded to the additional insured does not apply to:

(1) Liability arising out of the sole negligence of the additional insured;

(2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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(a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or

(4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

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

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

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;

2. Section **A.1. Business Liability** does not apply to:

a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and

b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.

3. Records and descriptions of operations must be maintained by the first Named Insured.

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

G. Aggregate Limits

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

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

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

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

1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

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

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

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

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

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

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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

b. Malicious prosecution or abuse of process;

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

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

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

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

Schedule

1. **Waiver Type** Blanket

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

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

Endorsement Effective 02/13/2023 Policy No. 2977678 Endorsement No.

Insured AVENUE CONSULTANTS INC Premium
6605 S Redwood Rd Ste 200
Salt Lake City, UT 84123-6998

Insurance Company WCF Mutual Insurance Company

Countersigned by _____

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Agenda Date: 08/03/2023 **Agenda Item Number:** 3D

Subject:

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

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Pioneer Park, 375 E. Red Hills Parkway

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $129,800

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

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

Approved in budget.

Description of funding source:

Recreation, Arts, & Parks Tax (RAP).

Recommendation (Include any conditions):

Approval.

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

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

WITNESSETH THAT:

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

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

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

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

1. **ENGAGEMENT OF CONSULTANT.**

1.1 CONSULTANT is a professional licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.

1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.

1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S

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

1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.

1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability, or marital status in its employment practices.

1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY, except as modified or waived in this Agreement.

1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.

1.9 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work (**"Exhibit A Scope of Services"**) which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in **"Exhibit A Scope of Services"** or in subsequent Work Orders.

2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.

3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

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

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

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

5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.

5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.

5.3 A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.

5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.

5.7 CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.

5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.

5.9 CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.

6.2 CITY may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

6.3 CITY shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

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

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.

9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.

9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.

10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.

10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.

10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.

10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.

10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT

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

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

11. **INSURANCE.**

11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.

11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.

D. The location of the operations to which the insurance applies.

E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.

F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice

Insurance coverage.

H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.

I. Name, address, and telephone number of the insurance company's agent of process in Utah.

J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

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

A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.

B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.

C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

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

A. The minimum commercial general liability insurance shall be as follows:

i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.

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

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

C. If Professional Liability coverages are written on a claims-made form:

i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
ii Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;

B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;

C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

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

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

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

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

13. **DOCUMENTS.**

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

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

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

restriction or limitation on their use.

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

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

14. **RECORDS.**

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

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

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

15. **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall by deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY OF ST. GEORGE	**CONSULTANT CIVIL SCIENCE**
_____	_____
Mayor Date	Tyler Turner
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
_____	_____
Christina Fernandez, City Recorder	

EXHIBIT A
SCOPE OF SERVICES

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

Name: _Civil Science

Address: _1453 S. Dixie Drive, Ste. 150 St. George, UT 84770

Email: _tturner@civilscience.com Phone Number: _435-986-0100

Scope of Services and/or Deliverables by Contractor:

- _Design Survey & Base Mapping
- _Engineering Design
- _Bid Phase Services
- _Construction Phase Services
- _Construction Stalking
- _
- _
- _
- _
- _
- _

Compensation: City shall pay Contractor the following sum:

- _$129,800.00
- _
- _

CivilScience

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Lehi, UT 84043
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Salt Lake City, UT 84111
P| (801) 768-7200

July 6, 2023

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

RE: Pioneer Park Interpretive Trail
Professional Services Proposal

Dear Mr. Goble,

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

PROJECT UNDERSTANDING

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

SCOPE OF WORK

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

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

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

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Deliverables

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

Assumptions

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

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

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

Deliverables

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

Assumptions

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

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

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

Deliverables (as required)

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

Assumptions

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

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

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

Deliverables (as required)

a. Construction Staking / Surveying

Assumptions

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

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FEE PROPOSAL

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

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

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

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

ADDITIONAL SERVICES

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

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

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

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

Respectfully,

Cody Howick, PE
Office Manager, Associate

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

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

Labor Category	Hourly Labor Rate[1]
Technician I	$85.00
Technician II	$95.00
Technician III	$109.00
Technician IV	$123.00
Technician V	$136.00
Technician VI	$171.00
Engineer I	$109.00
Engineer II	$129.00
Engineer III	$146.00
Engineer IV	$160.00
Engineer V	$171.00
Engineer VI	$192.00
Sr. Engineer	$215.00
Principal Engineer	$229.00
Admin I	$70.00
Admin II	$87.00
Admin III	$106.00
Admin IV	$134.00
Admin V	$156.00

Labor Category	Hourly Labor Rate[1]
Survey I	$84.00
Survey II	$99.00
Survey III	$115.00
Survey IV	$137.00
Survey V	$159.00
Survey VI	$169.00
Sr. Survey	$215.00
Survey Crew – 1-Man	$134.00
Survey Crew – 2-Man	$204.00
Landscape Architect I	$89.00
Landscape Architect II	$107.00
Landscape Architect III	$124.00
Landscape Architect IV	$141.00
Sr. Landscape Architect	$159.00
Visual Designer	$136.00
Project Manager I	$141.00
Project Manager II	$159.00
Project Manager III	$178.00

DIRECT REIMBURSABLE RATES:

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

TIME CHARGES: Time reporting for all office personnel is based upon actual time in office. Time reporting for all field work is based upon actual field work plus travel time to and from assigned office location. Time billed in 15 minutes increments.
AUDIT PRIVILEGES: All job audit privileges of CLIENT will extend only to review, and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include copies of source documents of all expenditures including: time, travel, subcontracts, supplies, equipment, materials, or premiums. The CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval and payment of invoice. CLIENT waves post job audit privileges beyond invoice approval. CS will not retain job related support documents or any other billing documents beyond the periodic period, review period, and collection by CS of invoices submitted.
ESTIMATES: Estimates are provided to the CLIENT for budgeting purposes only and are not an agreement by CS to perform the services for a lump-sum, fixed fee, or not to exceed price unless otherwise provided for in the contract. CS reserves the right to change rates used on rate-based reimbursable contracts.

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

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ST. GEORGE CITY
PIONEER PARK INTERPRETIVE TRAIL
July 6, 2023

EXHIBIT B - ENGINEER'S OPINION OF COST

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

Disclaimer:

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

Notes:

1 - Quantities shown in the EOC are purely estimates based off a concept design. Quantities may be refined as design progresses.

2 - Unit costs are our best estimates based on similar projects. These costs are not guarantees. A number of factors may affect these costs when ultimately priced by a contractor.

3 - The EOC does not include fees that may be charged by the Owner such as impact fees, building permit fees, review fees, etc.

4 - LS = Lump Sum; EA = Each; SF = Square Feet; SY = Square Yard; AC = Acre; LF = Linear Feet; CY = Cubic Yard; TON = Ton; GAL = Gallon; DAY = Day; HR = Hour; EST = Estimate

CIVIENG-01 JMARROTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME: Jessie Marrott
American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Nutmeg Insurance Company	39608
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

Re: Project 22244

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

CERTIFICATE HOLDER

City of St. George
ATTN: MArk Goble
175 East 200 North
Saint George, UT 84770

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

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

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

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

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

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

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

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

This provision does not apply:

(1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";

(2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and

(3) Beyond the period of time required by the written contract, written agreement or permit;

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

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

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

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

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

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

d. The insurance afforded to such “insured” only applies to the extent permitted by law.

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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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

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

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

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

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

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

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

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

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

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

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

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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BUSINESS AUTO COVERAGE FORM

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

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

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

SECTION I - COVERED AUTOS

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

A. Description Of Covered Auto Designation Symbols

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

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

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.

2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. Coverage

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

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

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

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto".

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

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

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

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

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

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

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

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

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

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

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

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

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

3. Workers' Compensation

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

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

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

7. Handling Of Property

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

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

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

9. Operations

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

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

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

10. Completed Operations

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

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

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

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

(1) When all of the work called for in your contract has been completed;

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

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

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

11. Pollution

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

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

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

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

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

14. Unmanned Aircraft

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

C. Limit Of Insurance

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

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

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

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

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

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing And Labor

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

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

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

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

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

4. Coverage Extensions

a. Transportation Expenses

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

b. Loss Of Use Expenses

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

(1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

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

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

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

B. Exclusions

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

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

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

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

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

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

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

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

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

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

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

C. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

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

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

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

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:

a. Theft or mischief or vandalism; or

b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils,

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

SECTION IV - BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

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

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

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

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

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

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

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(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

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

a. There has been full compliance with all the terms of this Coverage Form; and

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

4. Loss Payment - Physical Damage Coverages

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

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

4. No Benefit To Bailee - Physical Damage Coverages

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

5. Other Insurance

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

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

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

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

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

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

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

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

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

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

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

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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

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

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

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

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

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

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

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

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

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

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

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

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers; or

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

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

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

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

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

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

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

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"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

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

P. "Trailer" includes semitrailer.

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

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 84 WEG AX4TY9 **Endorsement Number:**
Effective Date: 05/01/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Civil Engineering Services Co
3160 W CLUBHOUSE DR
LEHI UT 84043

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

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

SCHEDULE

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

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

Policy Number: 84 WEG AX4TY9 **Endorsement Number:**
Effective Date: 05/01/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Civil Engineering Services Co
3160 W CLUBHOUSE DR
LEHI UT 84043

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

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

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

Schedule

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

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 84 WEG AX4TY9 **Endorsement Number:**
Effective Date: 05/01/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Civil Engineering Services Co
3160 W CLUBHOUSE DR
LEHI UT 84043

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

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

SCHEDULE

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

Countersigned by _____
Authorized Representative

Agenda Date: 08/03/2023 **Agenda Item Number:** 3E

Subject:

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

Item at-a-glance:

Staff Contact: Richard Stehmeier

Applicant Name: City of St George

Reference Number: na

Address/Location:

4508 S Airport Pkwy #1

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $58,539.24

Amount approved in current FY budget for item: 0

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

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

Description of funding source:

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

Recommendation (Include any conditions):

Staff recommends approval.

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

Southwest Region
Logistics Service Area

Fort Worth, Texas 76193

July 13, 2023

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

Dear Richard Stehmeier,

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

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

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

Sincerely,

Bradley K. Logan

Bradley K. Logan
Contracting Officer

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

cc: Planning and Requirements Group

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

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

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

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

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

ARTICLE 1. Parties

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

ARTICLE 2. Type of Agreement

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

ARTICLE 3. Scope

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

St George, UT (SGU) – ATCT Siting Services

B. The FAA will perform the following activities:

1. Facilitate the tower siting process per the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

2. Conduct a Safety Risk Management (SRM) Panel in accordance with the current version of the ATO SMS Manual and provide a signed SRM document.

C. The Sponsor will perform the following activities:

1. Provide any available photogrammetry data and master planning data, the latest approved Airport Layout Plan (ALP), and elevation data for future structures, and other data as required by the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

2. Participate in the siting process in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft, to include any necessary travel.

3. Obtain a Phase I Environmental Site Assessment (ESA) (per the latest version of ASTM International Standard E1527, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*) on each of the preferred sites.

4. Provide a detailed siting report describing the location and relevant elevations for preferred sites and identify the recommended site in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

5. Incorporate any required comments or recommendations provided by the FAA into the Sponsor's siting report.

6. Provide final draft of siting report to the FAA for review of completeness and coordination of signatures in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

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

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Russell Prout** is the **Lead Planner** and liaison with the Sponsor and can be reached at **(206) 231-2867** or via email at **russell.prout@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The **FAA ATO Tech Ops, Facilities & Engineering Services, Terminal Facilities Team** will perform the scope of work included in this Agreement. **Rudi Harmon** is the **Planning & Controls Subteam Western Service Area Lead** and liaison with the Sponsor and can be reached at **(202) 267-3735** or via email at **rudi.f.harmon@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

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

ARTICLE 5. Non-Interference with Operations

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

ARTICLE 6. Property Transfer – Reserved

ARTICLE 7. Estimated Costs

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

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

ARTICLE 8. Period of Agreement and Effective Date

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

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

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

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

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

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

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

ARTICLE 10. Changes and Amendments

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

ARTICLE 11. Termination

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

ARTICLE 12. Order of Precedence

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

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

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

ARTICLE 14. Disputes

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

ARTICLE 15. Warranties

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

ARTICLE 16. Insurance

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

ARTICLE 17. Limitation of Liability

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

ARTICLE 18. Civil Rights Act

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

ARTICLE 19. Protection of Information

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

ARTICLE 20. Security

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

ARTICLE 21. Entire Agreement

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

AGREED:

FEDERAL AVIATION ADMINISTRATION		**CITY OF ST GEORGE**	
SIGNATURE		SIGNATURE	
NAME	Bradley K. Logan	NAME	Michele Randall
TITLE	Contracting Officer	TITLE	Mayor
DATE		DATE	

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

Southwest Region
Logistics Service Area

Fort Worth, Texas 76193

July 13, 2023

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

Dear Richard Stehmeier,

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

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

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

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

Billing Office/Fedex Address

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

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

Sincerely,

Bradley K. Logan

Bradley K. Logan
Contracting Officer

Enclosure
Reimbursable Agreement #AJW-ON-WSA-23-NM-005959
cc: Planning and Requirements Group

Agenda Date: 08/03/2023 **Agenda Item Number:** 3F

Subject:

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

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

N/A

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: 593,100

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

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

N/A

Description of funding source:

City budgeted funds

Recommendation (Include any conditions):

Approval

CONTRACT DOCUMENTS

FOR

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

St.George

July 2023

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

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PUBLIC NOTICE
#23-133

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

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

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

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

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

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

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

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

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

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

INFORMATION FOR BIDDERS

BID OPENING:

1. The City of St. George, hereinafter called "CITY", shall receive BIDS for the following:
   Chip Seal Oil Supply
   Inquiry No. 23-133

2. Each BID must be submitted in a sealed envelope addressed to:
   City of St. George Purchasing Department
   Attention: Mary Wahl, Purchasing Manager
   175 East 200 North
   St. George, Utah 84770

3. BIDS must be submitted by:
   4:00 pm, Thursday, July 6, 2023

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

5. All BIDS must be plainly marked with BIDDER'S Name, BIDDER'S address and license number, and the name of the project for which the BID is submitted and the inquiry number on the outside of the sealed envelope. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to Mary Wahl, Purchasing Manager; City of St. George at 175 East 200 North, St George, Utah 84770.

6. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the submitted BID form must be fully completed and executed. Only one copy of the BID form is required. Bids with notations, handwritten marks, non-specified attachments, or otherwise qualified will not be considered.

7. Any BID may be withdrawn in writing prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the CITY and the BIDDER.

8. BIDS shall be based on the BID SCHEDULE UNIT PRICES. In the case of a discrepancy in the extension of a line item, the unit price shall govern. In the case of a difference between the amount written in words and the amount written in figures, the written words shall govern. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be

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

9. It is the CITY'S intention to receive delivery no sooner than **July 31, 2023,** and to complete the project no later than **October 2, 2023, and May 1, 2024, to June 30, 2024,** respectively. BIDDER'S must be able to commit to these dates before submitting Bids.

10. The CITY shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

CONTRACT DOCUMENTS:

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

AWARDING CONTRACT:

1. The CITY may waive any informalities or minor defects or reject any and all BIDS.

2. The CITY may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the CITY that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the Agreement and to complete the WORK contemplated therein.

3. The BIDDER, by evidence of the submission of the BID, acknowledges that BIDDER and BIDDER'S subcontractors meet or exceed the specified requirements for related project experience and insurances, and that should the CITY discover at any time evidence to the contrary, BIDDER agrees to withdraw BIDDER'S BID and to allow the CITY to award the CONTRACT to the next lowest responsible BIDDER. BIDDER must have the proper contractor's license for this type of project prior to bidding on the project. It is solely BIDDER'S responsibility to comply with all applicable federal, state, and local laws, regulations, and ordinances that affect this PROJECT.

4. Award will be made to the lowest responsible BIDDER as determined by the City using the criteria contained in City ordinances governing the award of contracts. The BID shall be awarded on the condition that the BIDDER provides all required documents prior to the NOTICE TO PROCEED being issued. Failure to provide the required documents shall be considered a default on the Contract and may result in the CITY awarding the Contract to another BIDDER in addition to other legal remedies.

5. The party to whom the contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the Agreement. The bid shall be awarded on the condition that the BIDDER provides all required documents prior to the NOTICE TO PROCEED being issued. Failure to provide the required documents shall be considered a default on the Contract and may result in the City Awarding the CONTRACT to another BIDDER in addition to other legal remedies.

6. In case of failure of the BIDDER to execute the Agreement or is found to be ineligible or becomes ineligible to meet all the requirements for the project, the CITY may at its option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the CITY.

7. Upon receipt of the Agreement signed by the party to whom the Agreement was awarded, the CITY shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the CITY not execute the Agreement within 30 days, the BIDDER may by WRITTEN NOTICE withdraw the BIDDER'S signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY.

8. The NOTICE TO PROCEED shall be issued immediately upon the following occurring: providing the executed Agreement to the CITY. Should there be reasons why the City wants to delay and the NOTICE TO PROCEED cannot be issued within such period the time may be extended by mutual agreement between the CITY and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

9. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the PROJECT shall apply to the contract throughout.

10. Each BIDDER is responsible for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. Failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

11. Questions concerning information in the bid package should be directed to:

    Jay Sandberg, City Engineer
    City of St. George
    175 East 200 North
    St. George, Utah 84770
    (435) 627-4122

END OF SECTION

BID FORM

Chip Seal Oil Supply
INQUIRY NO: 23-133

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

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

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

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

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

CONTRACT TIME AND LIQUIDATED DAMAGES*

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

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

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

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

BIDDER acknowledges receipt of the following ADDENDUM:

_____

_____

_____

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

CITY OF ST. GEORGE
BID SCHEDULE
Chip Seal Oil Supply

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

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

BID SCHEDULE

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

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

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

Dated this 6th day of July 2023.

Respectfully Submitted:

Business Name: Peak Asphalt LLC Seal (if Bid is by Corporation)

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

Representative Name: Rick Nielson

Signature:

Title: Regional Sales Manager

Date: July 6th 2023

Attest Signature:

Attest Name:

END OF SECTION

BIDDER'S GENERAL INFORMATION

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

DATE: July 6, 2023

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

(1) Bidder's Name and Address:
Rick Nielson

95 W. 1100 N

North Salt Lake, UT 84054

(2) Company's Name and Address:
Peak Asphalt LLC.

95 W. 1100 N

North Salt Lake, UT 84054

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

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

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

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

R E C I T A L S

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

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

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

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

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

A G R E E M E N T

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

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

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

City of St. George	*SUPPLIER*
175 East 200 North	*MAILING ADDRESS*
St. George, Utah 84770	*CITY, STATE, ZIP CODE*
Attn: Jay Sandberg, City Engineer	Attn: *CONTACT PERSON, TITLE*

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

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

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

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

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

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

CITY: CITY OF ST. GEORGE	SELLER:
_____	_____,
Michele Randall, Mayor	By, Its
ATTEST:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	Ryan Dooley, Assistant City Attorney

NOTICE OF AWARD

To:_____

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

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

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

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

Dated this ____ day of _____, 2023.

City of St. George
CITY

By _____

Name John Willis

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the _____ day of _____, 20__.

Name _____

Title _____

Special Provision

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

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

SPECIFICATIONS

1. GENERAL

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

2. PRODUCTS

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

TESTS ON EMULSION	ASTM	ASHTO	SPECS	TYPICAL ANALYSIS
Viscosity, Saybolt @ 122ºF	D244	T59	100-400	134
Storage, 24H, wt %	D244	T59	1 max.	0.01
pH	E70	T200	6.7 max.	3.3
Particle Charge Test	D244	E70	positive	pos.
Classification Test	D244	T59	passes	passes
Demulsibility, 35ml $CaCl_2$	D244	T59	40 min.	76
Sieve Test %	D244	T59	0.3 max	0.07
Density 60 ° F, lbs/gallon	D244	T59	-	8.4
Residue by Evaporation %	D244	T59	65 min.	70
Tests on Residue from Evaporation:				
Penetration 77° F, 100g, 5s	D5	T49	40-90	51
Abs. Viscosity , 140° F, Poise	D2171	T202	-	2450
Ductility, 77° F, 5cm/min., cm	D113	T51	40 min.	150+
Torsional Recovery, %	Nev.	T757	18min.	19

3. MEASUREMENT AND PAYMENT

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

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

END OF SECTION

Agenda Date: 08/03/2023 **Agenda Item Number:** 3G

Subject:

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

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

N/A

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: 248,690.00

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

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

N/A

Description of funding source:

City budgeted funds

Recommendation (Include any conditions):

Approval

BID FORM

Chip Seal Aggregate Supply
INQUIRY NO: 23-132

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

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

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

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

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

CONTRACT TIME AND LIQUIDATED DAMAGES*

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

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

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

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

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

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

CITY OF ST. GEORGE
BID SCHEDULE
Chip Seal Aggregate Supply

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

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

BID SCHEDULE

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

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

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

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

Dated this Sixth day of July 2023.

Respectfully Submitted:

Business Name: Interstate Rock Products Inc. Seal (if Bid is by Corporation)

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

Representative Name: Beau Stratton

Signature:

Title: Materials Manager

Date: 07/06/2023

Attest Signature:

Attest Name: Brian Stratton

END OF SECTION

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

THIS AGREEMENT is made and entered into this _3rd_ day of _August___, 2023, by and between the City of St. George, a Utah municipal corporation, whose address is 175 East 200 North, St. George, Utah 84770 ("City") and _Interstate Rock Products, Inc._____, whose address is __42 South 850 West, Hurricane, Utah, 84737___, ("Seller").

R E C I T A L S

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

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

WHEREAS, Seller submitted a bid dated _07/06/23_____, which outlines the items to be purchased, the quantity and the price, as shown in the bid schedule, and is hereby incorporated as part of this agreement; and

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

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

A G R E E M E N T

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

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

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

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

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

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

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

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

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

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

CITY: CITY OF ST. GEORGE

_____
Michele Randall, Mayor

Approved as to form:

_____
Christina Fernandez, City Recorder

SELLER: Interstate Rock Products, Inc.

_____,
Colt Stratton, Manager

ATTEST:

_____
Ryan Dooley, Assistant City Attorney

NOTICE OF AWARD

To: Interstate Rock Products, Inc.

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

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

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

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

Dated this 3rd day of August, 2023.

City of St. George
CITY

By _____

Name Michele Randall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the ____ day of _____, 20__.

Name _____

Title _____

Agenda Date: 08/03/2023 **Agenda Item Number:** 3H

Subject:

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

Item at-a-glance:

Staff Contact: Marc M. Mortensen

Applicant Name: Judd Bundy

Reference Number: 002

Address/Location:

61 South Main Street

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Jami Bracken

Budget Impact:

Cost for the agenda item: 122,099.98

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

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

N/A

Description of funding source:

Capital Project Fund

Recommendation (Include any conditions):

Staff recommends approval.

PCO #002

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

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

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

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

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

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #007 - RFI 10_RFI 5: Tunnel Sealing and Demolition
This PCO combines several items:

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

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

ATTACHMENTS:

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

PCO #002

#	Sub Job	Cost Code	Description	Type	Amount
6	01	26-260000 - Electrical	RFI #10 - Electrical Safe Off Budget	Subcontract	$500.00
				Subtotal:	**$118,193.96**
				Builders Risk Insurance (≈ 0.68% Applies to all line item types.):	**$637.70**
				General Liability Insurance (0.82% Applies to all line item types.):	**$778.78**
				Overhead and Fee (2.60% Applies to all line item types.):	**$2,489.54**
				Grand Total:	**$122,099.98**

Jim Child (GALLOWAY & COMPANY OF UTAH INC)
577 E 200 S
SALT LAKE CITY Utah 84111

SIGNATURE **DATE**

CITY OF ST GEORGE
175 E 200 N
ST GEORGE Utah 84770

SIGNATURE **DATE**

BIG-D CONSTRUCTION CORP
404 W 400 S
SALT LAKE CITY Utah 84101

SIGNATURE **DATE**

PCO #002

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

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

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

TO:	CITY OF ST GEORGE 175 E 200 N ST GEORGE Utah, 84770	**FROM:**	BIG-D CONSTRUCTION CORP 404 W 400 S SALT LAKE CITY Utah, 84101
PCO NUMBER/REVISION:	002 / 0	**CONTRACT:**	PRIME CONTRACT -
REQUEST RECEIVED FROM:		**CREATED BY:**	Brian Hatch **(BIG-D CONSTRUCTION CORP)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/18/2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	13 days	**PAID IN FULL:**	No
		TOTAL AMOUNT:	$118,888.38

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

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #007 - RFI 10_RFI 5: Tunnel Sealing and Demolition
This PCO combines several items:

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

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

ATTACHMENTS:

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

PCO #002

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

Jim Child (GALLOWAY & COMPANY OF UTAH INC)
577 E 200 S
SALT LAKE CITY Utah 84111

SIGNATURE **DATE**

CITY OF ST GEORGE
175 E 200 N
ST GEORGE Utah 84770

SIGNATURE **DATE**

BIG-D CONSTRUCTION CORP
404 W 400 S
SALT LAKE CITY Utah 84101

SIGNATURE **DATE**

MOUNTAIN STATES CONTRACTORS INC,
256 West 100 South
Hurricane, Utah 84737
Ph: (435) 635-4068 Fax: (435) 635-4137

CHANGE ORDER

Bid #	CO2023057
Date:	07/17/23

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

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

I accept bid, authorize work and purchase of materials.

DATE _____ SIGNATURE _____

Thank you!

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

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

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

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Tunnel Demo					
	Mobilization Of Machines	1.00	LS	$725.00	$725.00
	Saw Cutting Budget-Assumes 3 Horizontal Cuts Across Top Of Tunnel For Clean Removal.	1.00	LS	$1,250.00	$1,250.00
	Dump Fees-Hourly-Assumed Tons For Wall And Footing	54.00	TON	$42.02	$2,269.08
	Machine Use-320 W/Grapple Hourly-Tunnel Demo	20.00	HR	$190.00	$3,800.00
	Machine Use-320 W/Hammer Hourly Chipping Floor And Ceiling	17.00	HR	$250.00	$4,250.00
	Machine Use-Tool Truck And Laborer Hourly	20.00	HR	$75.00	$1,500.00
	Machine Use-Water Truck Hourly	3.00	HR	$95.00	$285.00
	Side Dump Trucking Hourly	15.00	HR	$125.00	$1,875.00
	Re-Grade For Curb W/6" Base-Assumes Slip Formed-Base Bid Price	130.00	LF	$8.46	$1,099.80
	Total Price for above Tunnel Demo Items:				**$17,053.88**
Fill With Pea Gravel					
	Import Pea Gravel For Tunnel Fill Materials-Assumed Qty To Fill Tunnel 8'x4'x55' Long-Assumes Plugging South End With On Site Dirt	9.00	LOAD	$834.01	$7,506.09
	Mirifi 140N Fabric For Separation Of Pea Gravel And Road Base Layer	1.00	LS	$325.00	$325.00
	Machine Use-320 W/Bucket Hourly-Dirt Fill Placement	6.00	HR	$155.00	$930.00
	Machine Use-Tool Truck And Laborer Hourly	10.00	HR	$75.00	$750.00
	Machine Use-WBH Compactor Hourly For Dirt Plug	6.00	HR	$60.00	$360.00
	Machine Use-Water Truck Hourly	4.00	HR	$95.00	$380.00
	Machine Use-Hourly Supervisor	5.00	HR	$75.00	$375.00
	Total Price for above Fill With Pea Gravel Items:				**$10,626.09**
Fill With Structural Fill					
	Import Natural Fines For Structural Fill In Tunnel-Assumed Qty To Fill Tunnel 8'x4'x55' Long	9.00	LOAD	$550.00	$4,950.00
	Machine Use-320 W/Bucket Hourly-Dirt Fill Placement	24.00	HR	$155.00	$3,720.00
	Machine Use-Tool Truck And Laborer Hourly	24.00	HR	$75.00	$1,800.00
	Machine Use-WBH Compactor Hourly For Dirt Plug	18.00	HR	$60.00	$1,080.00

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

Notes:

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

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Competitive Excavation Inc

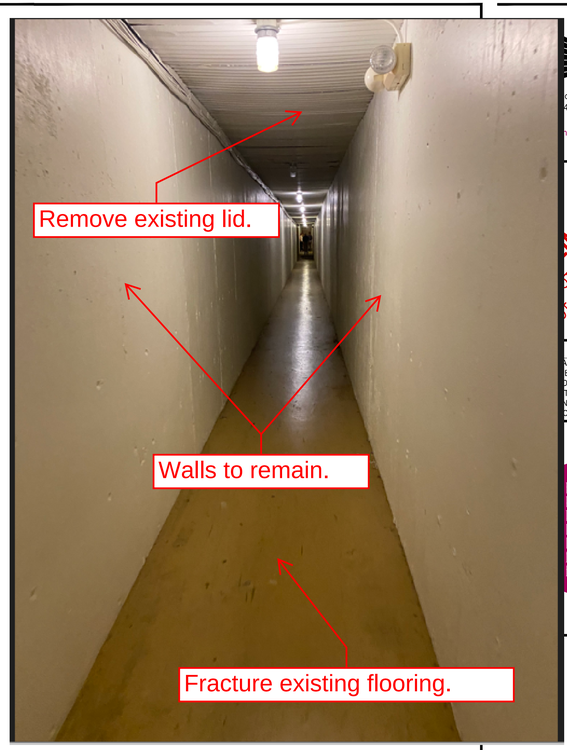
Authorized Signature: _____

Estimator: Seth Knudson
(435) 463-8210 seth@competitiveexcavation.com

009

1"=30' Scale

Demolition		
Description	Quantity	Unit
Cross Existing Utility	2	Count
Saw Cut Cap	31.46	ft
Tunnel Demo	552.60	sf



Approximate location of tunnel (NTS).

Tunnel demo will consist of, remove and dispose existing lid.

Fracture walking surface / slab for drainage.

Add compacted fill in (TBD by Design Team) inch lifts.

No Floor Penetration at Gas Lines

Stop Demo at Phase Line

Saw Cut Cap 10.49 ft

Tunnel Demo 552.6 sf

9'-0"

EXIST. BUILDING FF=2655.52'

Parcel 3 SG-242

Parcel 3 SG-242-1

Parcel 5 SG-236-A-1

Parcel 1 SG-237

Parcel 2 SG-237

EXIST. BUILDING

Found Rebar w/ Cap (Bent)

Found Plug w/ "X"

ST. GEORGE CITY MONUMENT MAIN E & 100 S (NOT FOUND)

618.10' (Meas.) 670.94' (S.G.P.)

S 89°53'01" E

MAIN STREET

100 SOUTH

- UT — EXISTING TELEPHONE
- FO — EXISTING FIBER OPTIC LINE
- TR — EXISTING ELECTRICAL TRANSFORMER
- ECB — EXISTING ELECTRICAL BOX
- F — EXISTING FIBER OPTICS BOX
- TLCB — EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING FIRE HYDRANT
- WV — EXISTING WATER VALVE
- WM — EXISTING WATER METER
- SD — EXISTING STORM DRAIN MANHOLE
- S — EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN BOX
- GM — EXISTING GAS METER

CD101 CD102

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2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION AND SIZE OF SUCH EXISTING UTILITY, EITHER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

811 Know what's below. Call before you dig.

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

oway
ontory, Suite 274
4025

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

AN INSTRUMENT OF SERVICE ERTY OF GALLOWAY, AND MAY D, DISCLOSED, OR REPRODUCED TTEN CONSENT OF GALLOWAY. NFRINGEMENTS WILL BE OSECUTED.

ST. GEORGE CITY HALL

50 S MAIN STREET
ST. GEORGE, UT 84770

#	Date	Issue / Description	Init.

Project No:	
Drawn By:	ES
Checked By:	DL
Date:	04/05/2023

OVERALL DEMOLITION PLAN

CD100

W:\City of St. George (Utah)\St. George - 2020\000001 - City Hall\CAD\SHEETS\2021\CD101 - Demolition Plan Area Tanner Extension.dwg 4/5/2023

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

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

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

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

Total Bid Price: $56,562.08

Notes:

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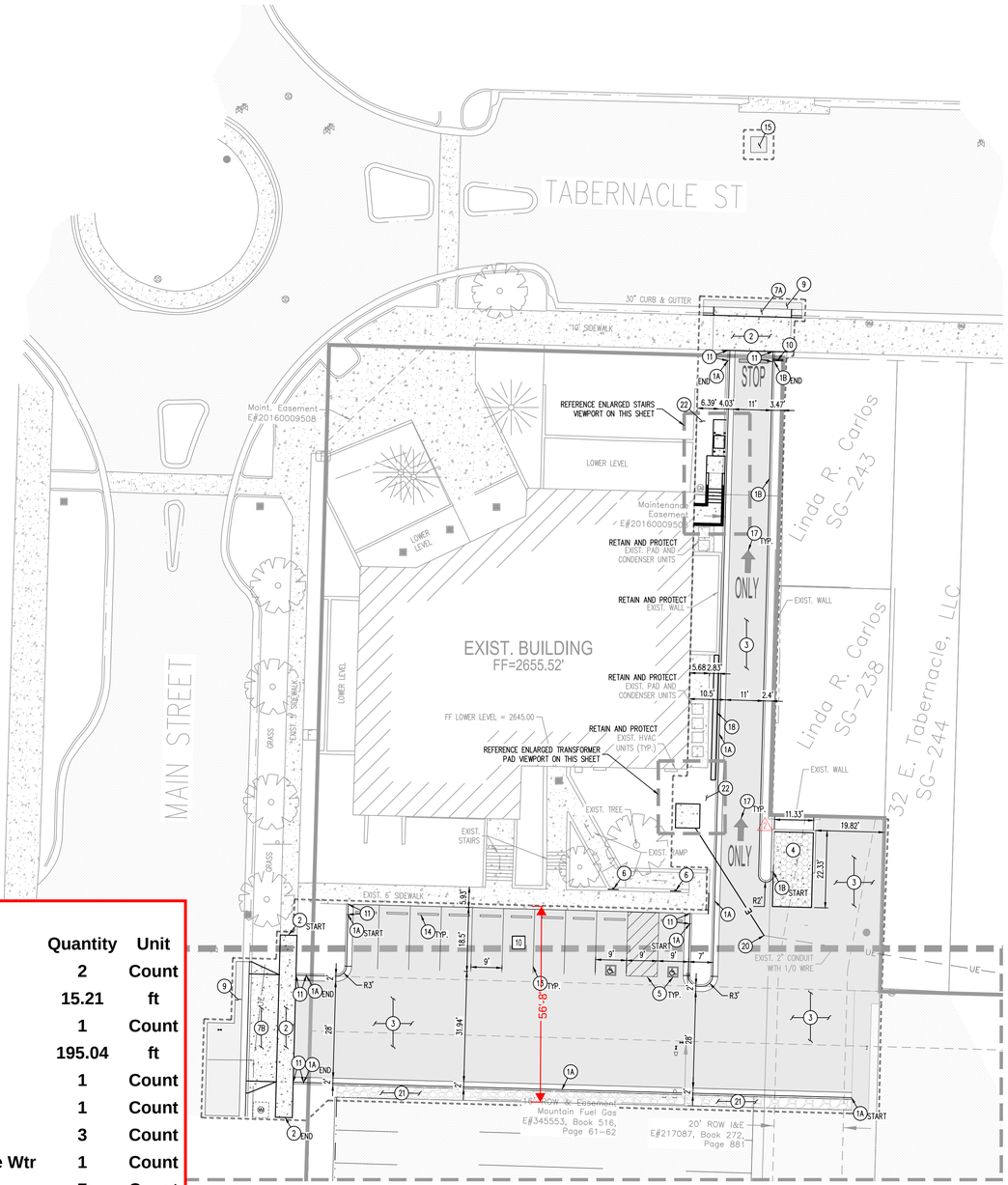
ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Competitive Excavation Inc** **Authorized Signature:** _____ **Estimator:** Seth Knudson (435) 463-8210 seth@competitiveexcavation.com



SITE KEYNOTES

1A CONSTRUCT 24" CURB & GUTTER PER DETAIL 1 ON SHEET CS501.

1B CONSTRUCT 6" CONCRETE HEADER CURB PER DETAIL 14 ON CS501.

2 CONSTRUCT CONCRETE SIDEWALK PER DETAIL 120 ON SHEET CS502. WHERE SIDEWALKS CROSS DRIVEWAYS THE MINIMUM THICKNESS OF THE SIDEWALK AND DRIVEWAY APRON SHALL BE 8" OF CONCRETE OVER 8" OF ROAD BASE.

3 CONSTRUCT STANDARD DUTY ASPHALT PAVING PER DETAIL 3 ON SHEET CS501.

4 CONSTRUCT DUMPSTER ENCLOSURE (SEE ARCH. PLANS) WITH HEAVY DUTY CONCRETE APRON PER DETAIL 3 ON SHEET CS501.

5 CONSTRUCT ADA STRIPING PER DETAILS 5-6 ON SHEET CS501.

6 MOUNT ADA PARKING SIGNAGE TO EXISTING HANDRAIL PER DETAILS 7-9 ON SHEET CS501.

7A CONSTRUCT DRIVE APPROACH PER CITY STANDARD DRAWING NO. 112 ON SHEET CS502.

7B CONSTRUCT DRIVE APPROACH PER CITY STANDARD DRAWING NO. 110 & 111 ON SHEET CS502.

8 CONSTRUCT CONCRETE PAD FOR RELOCATED TRANSFORMER AND CT METER. SEE GRADING PLAN FOR DETAILS.

9 CONSTRUCT ASPHALT PATCH PER CITY STANDARD DRAWING NO. 170 ON SHEET CS502.

10 CONSTRUCT 'STOP' SIGN WITH 'RIGHT TURN ONLY' (SOUTH-FACING) AND 'EXIT ONLY' (NORTH-FACING) PER DETAILS 10 AND 11 ON SHEET CS501.

11 TAPER TO ZERO FACE CURB AT THE SIDEWALK PER DETAIL 2 ON SHEET CS501.

12 CONSTRUCT 5 6" STEPS WITH CURB WALLS AND HANDRAILS. SEE ARCHITECTURAL PLANS FOR DETAILS.

13 CONSTRUCT 4" WHITE PARKING STRIPING PER DETAIL 4 ON SHEET CS501.

14 CONSTRUCT WHEEL STOP PER DETAIL 12 ON SHEET CS501.

15 CONSTRUCT ASPHALT PATCH AS NEEDED TO KILL UTILITY AT THE MAIN. SEE CITY STANDARD DRAWING NO. 170 ON SHEET CS502.

16 TIE EXISTING WALL TO NEW CHEEK WALL WITH #4 DEFORMED BARS AT 12" O.C., MINIMUM EMBEDMENT 8".

17 CONSTRUCT DIRECTIONAL STRIPING PER DETAIL 13 ON SHEET CS501.

18 CONSTRUCT SEGMENTAL BLOCK WALL. SEE GRADING PLAN.

19 CONSTRUCT CONCRETE ATM PAD. SEE ARCHITECTURAL PLANS FOR DETAILS.

20 INTERCEPT EXISTING CONDUIT AND WIRE AND PULL NEW WIRE TO NEW TRANSFORMER LOCATION. SEE ELECTRICAL PLANS FOR DETAILS.

21 CONSTRUCT TEMPORARY BASE COURSE BUFFER BETWEEN NEW CURB AND GUTTER AND EXISTING PARKING LOT.

22 REPAIR EXISTING LANDSCAPING, MATCH EXISTING.

N

0 10 20

SCALE: 1"=20'

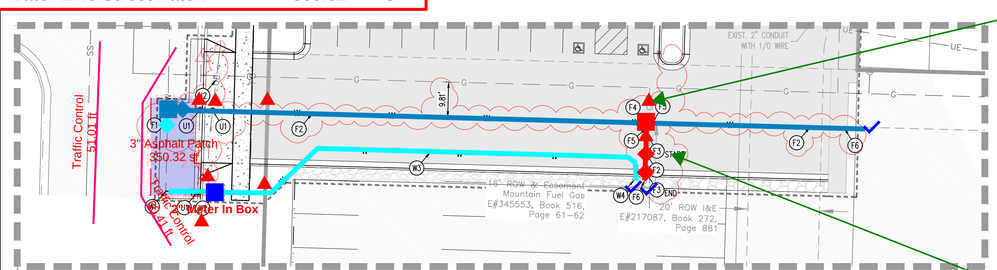
SITE LEGEND

- CONSTRUCTION LIMIT LINE
- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- EXISTING TO REMAIN
- PROPOSED NEW
- EXISTING LIGHT POLE
- EXISTING TREE
- EXISTING SIGN
- PROPOSED SIGN
- PROPOSED STALL COUNT (5)
- PROPOSED CATCH CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- EXISTING SIDEWALK

PAVING & LANDSCAPE LEGEND

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

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



UTILITY AREA
SCALE: 1' = 20'

N

Approximate location of gas cap to be coordinated with gas company.

UTILITY KEYNOTES

U1 EXISTING UTILITY CROSSING. CONTRACTOR TO POTHOLE AND FIELD VERIFY SIZE, LOCATION, & DEPTH PRIOR TO CONSTRUCTION START. NOTIFY ENGINEER OF CONFLICTS.

U2 EXISTING ELECTRICAL LINES (APPROXIMATE LOCATION), CONTRACTOR TO FIELD VERIFY AND NOTIFY ENGINEER OF CONFLICTS.

WATER KEYNOTES

W1 CONSTRUCT 2" CONNECTION TO EXISTING 8" WATER MAIN PER ST. GEORGE CITY STANDARDS. FIELD VERIFY EXISTING SIZE, MATERIAL, AND LOCATION . MATCH EXISTING.

W2 CONSTRUCT 2" BADGER E-SERIES WATER METER IN VAULT PER ST. GEORGE CITY STANDARDS.

W3 CONSTRUCT 2.5" HDPE WATER LINE.

W4 CONSTRUCT 2.5" STUB.

FIRE KEYNOTES

F1 CONSTRUCT 8" CONNECTION WITH GATE VALVE ON EXISTING 8" MAIN PER ST. GEORGE CITY STANDARDS.

F2 CONSTRUCT 8" C-900 SDR 18 PVC FIRE LINE.

F3 CONSTRUCT 22.5° VERTICAL BEND TO TRANSITION FROM 3' MINIMUM BURIAL DEPTH TO 7.5' MINIMUM BURIAL DEPTH. SEE CITY OF ST. GEORGE STD DWG NO 308 FOR DETAILS.

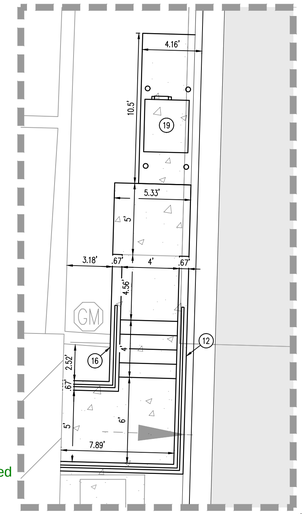
F4 CONSTRUCT 8"X8" TEE.

F5 CONSTRUCT 8" GATE VALVE.

F6 CONSTRUCT 8" STUB.

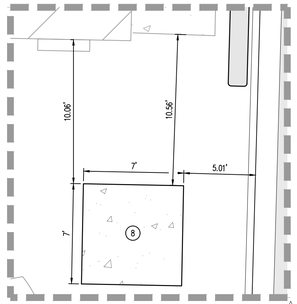
Bends for 6" Line Will Still Be Needed to Get to Future Pad Elevation for City Hall

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



ENLARGED STAIRS
SCALE: 1' = 5"

N



ENLARGED TRANSFORMER PAD
SCALE: 1' = 5"

N

NOTES:

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

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

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811 Know what's below. Call before you dig.

Galloway
172 N. East Promontory, Suite 274
Farmington, UT 84025
801.953.1357
GallowayUS.com

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WELLS FARGO DRIVE THRU

WELLS FARGO BANK

1 S MAIN STREET
ST. GEORGE, UT 84770

#	Date	Issue / Description	Init.
1	6/26/2023	RFI008	DL
2	6/27/2023	RFI011	ES
3	7/11/2023	RFI012	ES
4	7/12/2023	RFI012.1	ES

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

SITE PLAN

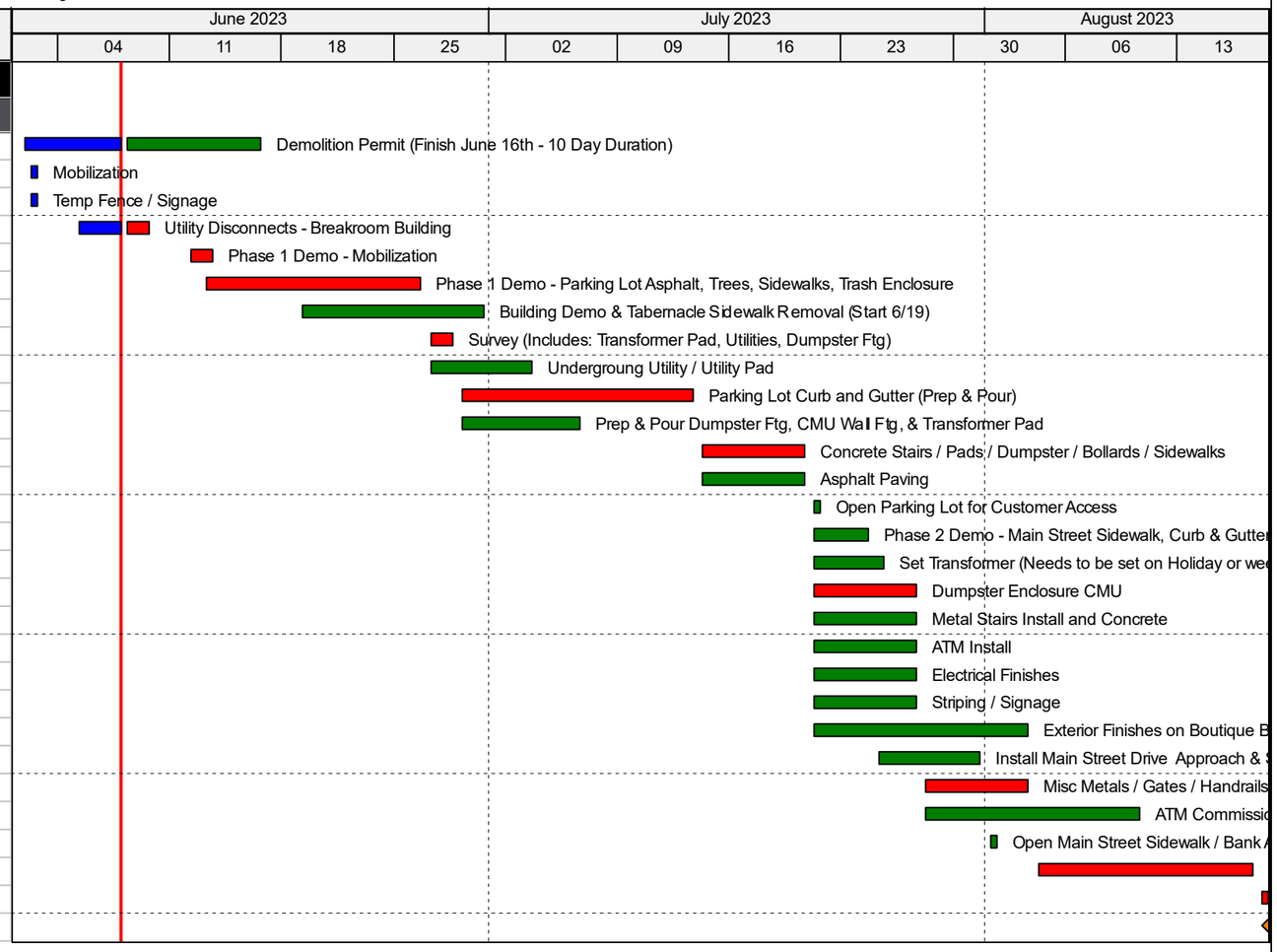
CS101

W:\City of St. George Job\0-P. Dr. George Job\0-P. Dr. George -SGG00000\01-City Hall\SGG\CAD\Civil\Base Files\SGG01 - CS101 - Site Plan.dwg, Elizabeth Schmidley, 7/12/2023

ORIGINAL SCHEDULE

WFARGOATM_6.9.2023 Page 1 of 1

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



BIG-D CONSTRUCTION

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

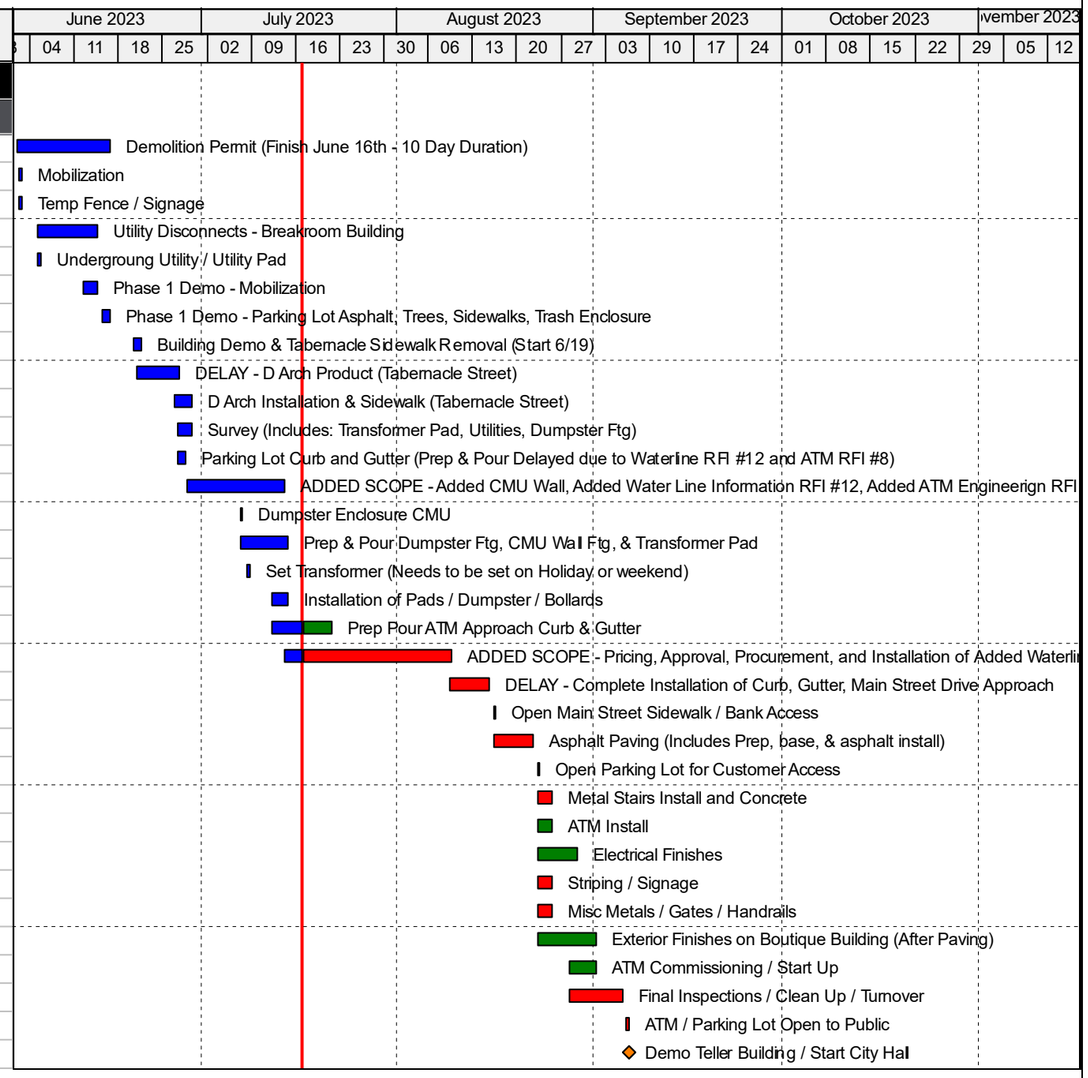
Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

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

UPDATED SCHEDULE

WFARGOATM_7.17.2023 — Page 1 of 1

Activity ID	Activity Name	Orig Dur	Rem Dur	Activity % Complete	Start	Finish
St. George City Hall - Wells Fargo ATM relocation		66	37		02-Jun-23 A	06-Sep-23
Construction		66	37		02-Jun-23 A	06-Sep-23
A1340	Demolition Permit (Finish June 16th - 10 Day Duration)	10	0	100%	02-Jun-23 A	16-Jun-23 A
A1090	Mobilization	2	0	100%	02-Jun-23 A	02-Jun-23 A
A1100	Temp Fence / Signage	4	0	100%	02-Jun-23 A	02-Jun-23 A
A1120	Utility Disconnects - Breakroom Building	2	0	100%	05-Jun-23 A	14-Jun-23 A
A1180	Undergroung Utility / Utility Pad	5	0	100%	05-Jun-23 A	05-Jun-23 A
A1160	Phase 1 Demo - Mobilization	2	0	100%	12-Jun-23 A	14-Jun-23 A
A1130	Phase 1 Demo - Parking Lot Asphalt, Trees, Sidewalks, Trash Enclosure	10	0	100%	15-Jun-23 A	16-Jun-23 A
A1330	Building Demo & Tabernacle Sidewalk Removal (Start 6/19)	10	0	100%	20-Jun-23 A	21-Jun-23 A
A1370	DELAY - D Arch Product (Tabernacle Street)	5	0	100%	21-Jun-23 A	27-Jun-23 A
A1390	D Arch Installation & Sidewalk (Tabernacle Street)	5	0	100%	27-Jun-23 A	29-Jun-23 A
A1110	Survey (Includes: Transformer Pad, Utilities, Dumpster Ftg)	2	0	100%	27-Jun-23 A	29-Jun-23 A
A1190	Parking Lot Curb and Gutter (Prep & Pour Delayed due to Waterline RFI #12 and ATM RI	10	0	100%	27-Jun-23 A	28-Jun-23 A
A1400	ADDED SCOPE - Added CMU Wall, Added Water Line Information RFI #12, Added ATM	5	0	100%	29-Jun-23 A	14-Jul-23 A
A1220	Dumpster Enclosure CMU	5	0	100%	07-Jul-23 A	07-Jul-23 A
A1360	Prep & Pour Dumpster Ftg, CMU Wall Ftg, & Transformer Pad	5	0	100%	07-Jul-23 A	14-Jul-23 A
A1210	Set Transformer (Needs to be set on Holiday or weekend)	3	0	100%	08-Jul-23 A	08-Jul-23 A
A1200	Installation of Pads / Dumpster / Bollards	5	0	100%	12-Jul-23 A	14-Jul-23 A
A1410	Prep Pour ATM Approach Curb & Gutter	5	5	0%	12-Jul-23 A	21-Jul-23
A1420	ADDED SCOPE - Pricing, Approval, Procurement, and Installation of Added Waterline	21	18	14.29%	14-Jul-23 A	09-Aug-23
A1430	DELAY - Complete Installation of Curb, Gutter, Main Street Drive Approach	5	5	0%	09-Aug-23	15-Aug-23
A1170	Open Main Street Sidewalk / Bank Access	1	1	0%	16-Aug-23	16-Aug-23
A1240	Asphalt Paving (Includes Prep, base, & asphalt install)	5	5	0%	16-Aug-23	22-Aug-23
A1140	Open Parking Lot for Customer Access	1	1	0%	23-Aug-23	23-Aug-23
A1230	Metal Stairs Install and Concrete	3	3	0%	23-Aug-23	25-Aug-23
A1250	ATM Install	3	3	0%	23-Aug-23	25-Aug-23
A1260	Electrical Finishes	5	5	0%	23-Aug-23	29-Aug-23
A1270	Striping / Signage	3	3	0%	23-Aug-23	25-Aug-23
A1280	Misc Metals / Gates / Handrails	3	3	0%	23-Aug-23	25-Aug-23
A1350	Exterior Finishes on Boutique Building (After Paving)	8	8	0%	23-Aug-23	01-Sep-23
A1290	ATM Commissioning / Start Up	5	5	0%	28-Aug-23	01-Sep-23
A1300	Final Inspections / Clean Up / Turnover	6	6	0%	28-Aug-23	05-Sep-23
A1310	ATM / Parking Lot Open to Public	1	1	0%	06-Sep-23	06-Sep-23
A1320	Demo Teller Building / Start City Hall	0	0	0%		06-Sep-23



BIG-D CONSTRUCTION

Start Date 02-Jun-23
Finish Date 06-Sep-23
Data Date 17-Jul-23
Run Date 18-Jul-23

Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

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

Agenda Date: 08/03/2023 **Agenda Item Number:** 3

Subject:

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

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

N/A

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: 205,040.95

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

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

funding source:

N/A

Description of funding source:

City budgeted funds

Recommendation (Include any conditions):

Approval

PROPOSAL

Proposal

HOLBROOK ASPHALT CO.

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

Terms

Due Upon Completion

Bill To

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

Adviser Information

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

Description

2023 HA5 Streets

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

NOTICE OF AWARD

To: Holbrook Asphalt

Project: HA5 FY24
Inquiry No.: N/A

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

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

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

Dated this 3rd day of August, 2023

City of St. George
CITY

By _____

Name Michele Randall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the _____ day of _____, 20__.

Name _____

Title _____

Agenda Date: 08/03/2023 **Agenda Item Number:** 3J

Subject:

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

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: Bryan Dial

Reference Number: N/A

Address/Location:

811 E Red Hills Pkwy

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $58,500.00

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

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

Does not exceed budget.

Description of funding source:

Does not exceed budget.

Recommendation (Include any conditions):

Staff recommends approval.

CITY OF ST. GEORGE PURCHASE REQUISITION

175 East 200 North, St. George, UT 84770

REQUISITION DATE: 07/13/23

REQUESTING DEPARTMENT: Energy

REQUESTING DIVISION: Sub/Scada

☒ PO REQUEST

☐ REQUEST FOR PAYMENT (Invoice attached)

VENDOR NAME: H&L Instruments	**PROCUREMENT TYPE:**
VENDOR # (If this is a new vendor, please attach W-9)	☐ 3 QUOTES (ATTACHED)
VENDOR ADDRESS: PO BOX 580 NORTH HAMPTON, NH 03862	☐ FORMAL BID # _____
SHIP TO LOCATION: CITY OF AT. GEORGE Atten: DIESEL PLANT 695 E WATERWORKS DR ST. GEORGE, UT 84770	☐ STATE CONTRACT # _____
SPECIAL INSTRUCTIONS:	☐ EMERGENCY PURCHASE (FORM ATTACHED) ☒ SOLE SOURCE (FORM ATTACHED) ☐ O.E.M. ITEM ☐ CONTRACTED SOFTWARE SUPPORT FEE ☐ REQUIRED TRAVEL / TRAINING ☐ CITY-SPONSORED EVENT ☐ PROFESSIONAL SERVICE (PSA ATTACHED) ☐ OTHER (MUST EXPLAIN): _____

CONTRACT REQUIREMENTS:

☒ This does NOT require a contract

☐ Contract drafted by City's Legal Department

☐ Contract drafted by Vendor; reviewed & approved by City's Legal Department

BUDGET INFORMATION (Only required for capital outlay items):

PROJECT TITLE OR LOCATION: Fiber optic Mux System

IS THE TOTAL AMOUNT APPROVED IN THE BUDGET? ☒ YES ☐ NO

BUDGETED AMOUNT: $ _____

WILL THIS ITEM / SERVICE BE RECEIVED / COMPLETED BEFORE THE FISCAL YEAR END? ☒ YES ☐ NO

QUANTITY	DESCRIPTION OF ITEM OR SERVICE	ACCOUNT NUMBER	UNIT PRICE	ESTIMATED COST
12	570:570-E-8-77-15 570E-8 FIBEROPTIC XCVR, 1310 NM		4,500.00	$ 54,000.00
	SFP,Ethernet,7 RS232,1RS232/485 120 Vac/125Vdc			$ 0.00
				$ 0.00
1	570:570-E-16-77-15 570E-16 FIBEROPTIC XCVR, 1310 NM		4,500.00	$ 4,500.00
	SFP,Ethernet,15 RS232,1RS232/485 ,slic 120 Vac/125Vdc			$ 0.00
				$ 0.00
	Per_Quote -02157			$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00

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.

VENDOR	QUOTE

SUBTOTAL	$ 58,500.00
FREIGHT / SHIPPING CHARGES	0.00
OTHER CHARGES (must specify)	0.00
TOTAL	$ 58,500.00

REQUESTED BY: (printed name)	Al Woodcock	**Date:**	07/13/23	**Signature:**	Al Woodcock Digitally signed by Al Woodcock Date: 2023.07.13 08:27:55 -06'00'
AUTHORIZED SIGNER: (printed name)	Tom Birrell Refer to Authorized Signers List (up to $25,000)	**Date:**	07/13/23	**Signature:**	Tom Birrell
DEPARTMENT HEAD: (printed name)	Bryan Dial	**Date:**	7/19/23	**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)*: _____

rev20211108

Sole Source Purchase

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

Circumstances for which a sole source may be justified include:

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

Utah Administrative Code R33-8-101a

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

NAME: AL Woodcock DEPARTMENT: Energy/Substation/Scada

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

PRODUCT DESCRIPTION: Multichannel Fiber Optic Multiplexer Sys

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

Because They are the Manufacturer

Could the product be reasonably modified to allow for competition? ◯ YES ◉ NO

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

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

Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase:

Department Head Signature

Revised 2022-07-13

H&L Instruments, LLC
PO Box 580
34 Post Road
North Hampton, NH 03862-0580
USA
DUNS # 09-255-8931
603-964-1818
www.hlinstruments.com

Quotation

Quote Date: **11/11/2022**
Quote ID: **QTE-02157**
Sales Representative:

Quote To: **City of St. George**
175 East 200 North
St. George, UT 84770
USA

Ship To: **City of St George**
795 E. Redhills Pky
St. George, UT 84770

Contact: **Al Woodcock**
Phone: 435-703-0906
Fax: 435-634-5834

Customer Reference	Lead Time	Quote Expiration Date
2nd year Order		

Terms	Tax Status	FOB Point	Ship Via	Preferred Carrier	Freight
Net 30	Not Exempt	Origin			Billed

Line	Quantity	Part - Description	UM	Unit Price	Extension
1	1.0000	**570:570-ES-16-77-15 570 w/Ethernet, SLIC,1310nm, 7 RS-232, 1 RS232/485 ports, 120Vac/125Vdc**	EA	4,500.0000	$4,500.00
2	12.0000	**570:570-E-8-77-15 570E-8 Fiberoptic Xcvr, 1310nm SFP, Ethernet, 7 RS-232, 1 RS232/485 ports,120Vac/125Vdc**	EA	4,500.0000	$54,000.00

11/11/2022 8:43:17 AM BOB - Network Upgrade Project - 34 total 570E units (OVER 2 YEARS - 2022 and 2023) QTE-02153 - 1st Year

1st year budget - $94,000.00 (shown on this quote -QTE 02153)
- 11 units 16 port WITH SLIC 130Vdc
-8 units 8 port NO SLIC 130Vdc
-2 units 8 port NO SLIC 18-75Vdc
=21 total units for 1st year budget - $94,000.00

2nd year budget - $58,500.00 (shown on second quote - QTE 02157)
-1 unit 16 port WITH SLIC 130Vdc
-12 units 8 port NO SLIC 130Vdc
=13 total units for 2nd year budget - $58,500.00

Line Item Sub Total:	**$58,500.00**
Service Charge Total:	**$0.00**
Total Before Tax:	**$58,500.00**

Quoted by: x _____
(Authorized agent of H&L Instruments, LLC)

Accepted by: x _____
(Authorized agent of City of St. George)

St.George

Charles Woodcock <al.woodcock@sgcity.or

ne Item #2 from Quote #QTE-02153

ob Landman <rlandman@hlinstruments.com>
ply-To: Bob Landman <rlandman@hlinstruments.com>
: Charles Woodcock <al.woodcock@sgcity.org>

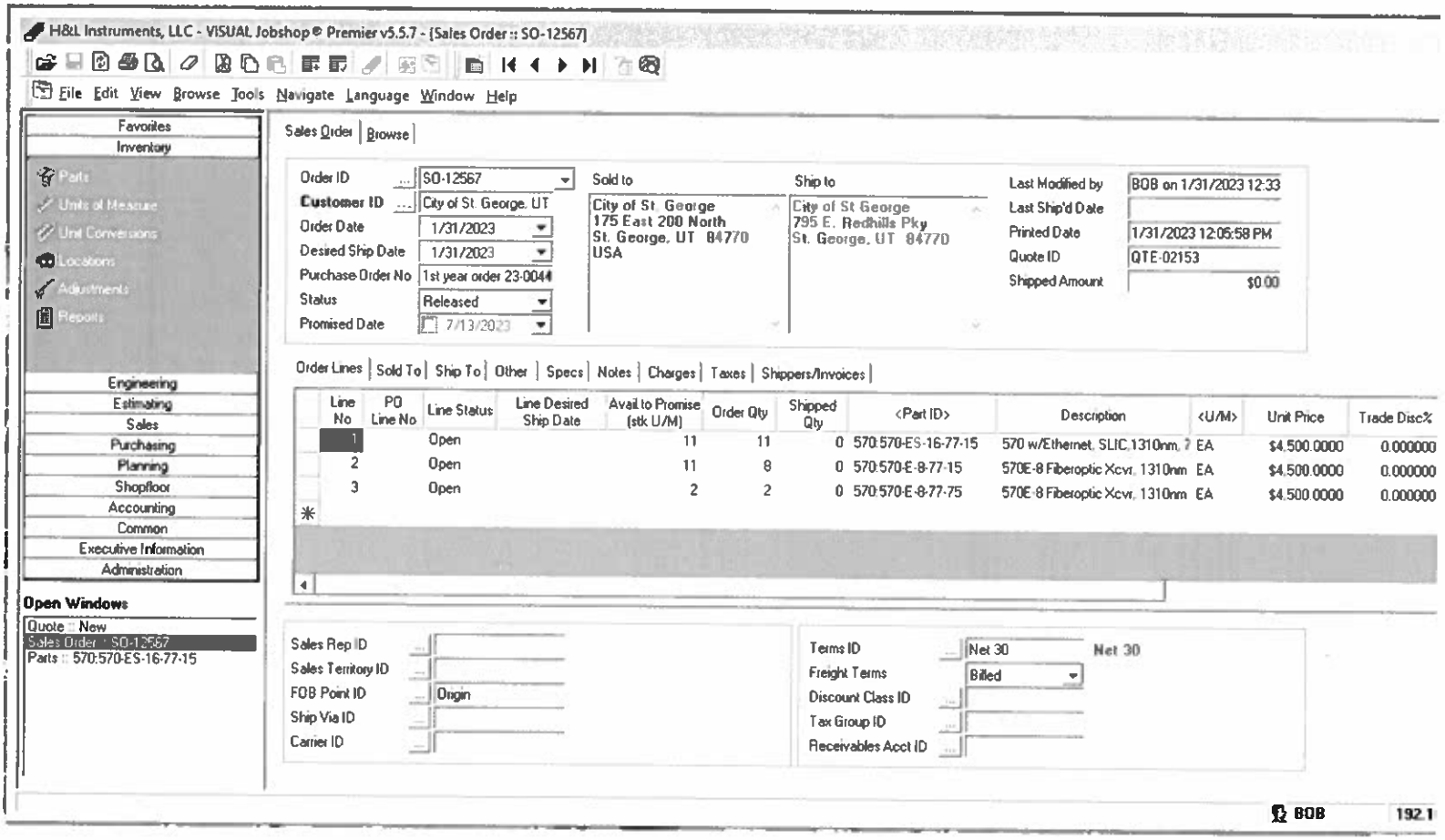
Al,

The components parts prices in your city's 1st Year Purchase Order # 23-0044 (H&L Sales Order SO-12567) have been purchased.

The prices on this sales order will reemain the same at least until August 1st, 2023.

Best regards,

Bob



Bob Landman
President
Life Senior Member, IEEE
H&L Instruments, LLC
PO Box 580
34 Post Road
North Hampton, NH 03862
el (603) 964-1818 (voice mail)
ell (603) 502-0587
www.hlinstruments.com

From: Charles Woodcock [mailto:al.woodcock@sgcity.org]
Sent: Thursday, July 13, 2023 9:48 AM
To: Robert Landman
Subject: Line Item #2 from Quote #QTE-02153

Quoted text hidden]

Disclaimer: The information contained in this e-mail is legally privileged and/or confidential information intended only for the receipt by and use of the individual or entity to whom or which it is addressed. If you are not the intended recipient, you are hereby n opying of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this message from your computer. Thank you.

Agenda Date: 08/03/2023 **Agenda Item Number:** 3K

Subject:

Consider award of bid to Whitaker Construction for the Reconstruction and Expansion of the Terminal Apron at the St. George Regional Airport.

Item at-a-glance:

Staff Contact: Richard Stehmeier

Applicant Name: City of St George

Reference Number: Inquiry 23-116

Address/Location:

4508 S Airport Pkwy #1

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

The bid notice was posted on March 9, 2023 and a pre-bid meeting was held on March 23, 2023. Two bids were submitted on April 12, 2023, the low bidder was Whitaker Construction.

Staff Narrative (need/purpose):

The purpose of the project is to expand and increase the parking area required by the airlines at the airport.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $14,951,787.50

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 project will be funded by Federal Grant and PFC Funds. The original engineers estimate was $12,300,000. Whitaker's bid was for $14,951,787.50. Staff met with the FAA Airport District Office (ADO) in Denver, and they agreed to fund the project in the amount of $14,500,000. It is estimated that the City will receive the grant for approval and signature in early September.

Description of funding source:

90.85% will be funded by Federal Grant. 9.15% will be funded by PFC funds.

Recommendation (Include any conditions):

Staff recommends approval

JVIATION®
A WOOLPERT COMPANY

April 20, 2023

Rich Stehmeier, Airport Manager
St. George Regional Airport
4508 South Airport Parkway
St. George, UT 84790

RE: Project Award Recommendation
AIP Project No. 3-49-0060-045-2023, Inquiry #23-116
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

Rich:

Two bids were received and opened on April 18, 2023, for the above referenced project. The project Public Notice was posted on the City website. There were 15 prime contractors and 5 subcontractors that requested plans on the City website.

We checked the bids for errors or omissions. There were no errors, but the following omissions were noted:

- Ralph Wadsworth Construction Company, LLC, did not check the Buy American Certification, did not check the Certificate of Tax Delinquency & Felony Convictions form and did not submit the Certification of Legal Work Status (Contractor)

There were no omissions in Whitaker Construction Company's bid.

We called a few of the contractors that didn't bid on the project and the reasons for not submitting a bid were: 1) busy with other work and this project won't fit into their schedule; and 2) cost of mobilizing equipment to compete with contractors that are already working on or near the airport.

We compared the bid prices with SGU AIP-044 project bid prices on similar items and the low bid prices are comparable with the other project given the difference in the project location and distance to borrow and waste areas.

Based upon the attached bid tabulation, Whitaker Construction Company, Inc., is the low bidder in the amount of $6,929,491.00 for Schedule I, $5,951,200.50 for Schedule II, $1,796,511.00 for Schedule III, and $274,585.00 for Schedule IV for a total project cost of $14,951,787.50. It is our opinion the bid proposal submitted is fair and reasonable.

In our discussions with Eric Trinklein, FAA Civil Engineer, there is currently just over $12M programmed for the project.

We recommend that Whitaker Construction Company, Inc., be awarded the project in the amount of $6,929,491.00 for Schedule I, $5,951,200.50 for Schedule II, $1,796,511.00 for Schedule III, and $274,585.00 for Schedule IV for a total project cost of $14,951,787.50. If additional funds are not available, the project scope will need to be reduced. Based on the project costs, Schedule III and approximately $530,000 of Schedule II will need to be removed from the project to be within the programmed funding amount.

After concurrence from Eric Trinklein, FAA Civil Engineer, we will provide you with the Notice of Award and Contract forms to be executed by St. George City and Whitaker Construction Company, Inc.

Call if you have questions.

Sincerely,

Kirt J McDaniel

Kirt J. McDaniel, P.E.
Project Manager

cc: Eric Trinklein, PE, FAA Civil Engineer
Attachment

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 Subconractor'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		
TOTAL COST - SCHEDULES I, II, III & IV:	$ 14,729,300.00	$ 14,951,787.50	$ 17,075,609.37		

* 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	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 Mil LLDPE 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-403a	Asphalt Mixture Base Course	TON	5,200	$ 130.00	$ 676,000.00	$ 150.00	$ 780,000.00	$ 161.90	$ 841,880.00		$ -
P-501a	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-501b	Concrete Pavement, 8-Inch	SY	700	$ 120.00	$ 84,000.00	$ 150.00	$ 105,000.00	$ 192.92	$ 135,044.00		$ -
P-501c	Bond Breaker Fabric	SY	14,300	$ 2.00	$ 28,600.00	$ 1.70	$ 24,310.00	$ 4.21	$ 60,203.00		$ -
P-603a	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	SIDA 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 Existng Storm Drain Box	EA	2	$ 4,000.00	$ 8,000.00	$ 2,830.00	$ 5,660.00	$ 3,368.00	$ 6,736.00		$ -
F-162a	Temporary Construction Fence	LF	360	$ 10.00	$ 3,600.00	$ 16.50	$ 5,940.00	$ 24.45	$ 8,802.00		$ -
F-162b	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		$ -
TOTAL SCHEDULE I (FEDERAL)					**$ 6,862,500.00**		**$ 6,929,491.00**		**$ 7,968,832.96**		**$ -**

* 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	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	1,000	$ 3.00	$ 3,000.00	$ 4.50	$ 4,500.00	$ 4.87	$ 4,870.00		$ -
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-861T(L) Taxiway Edge Light in Paveme	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-861T(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 Lumineers, Cor	EA	3	$ 50,000.00	$ 150,000.00	$ 72,300.00	$ 216,900.00	$ 79,056.97	$ 237,170.91		$ -
L-125l	Relocate/Re-install Stop/Informational Sign	EA	2	$ 500.00	$ 1,000.00	$ -	$ -	$ 9,121.96	$ 18,243.92		$ -
TOTAL SCHEDULE II (FEDERAL)					**$ 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	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	$ 9,296.00		$ -
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	SIDA 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 Paveme	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 2	EA	1	$ 2,500.00	$ 2,500.00	$ 2,780.00	$ 2,780.00	$ 3,040.65	$ 3,040.65		$ -
TOTAL SCHEDULE III (FEDERAL)					**$ 1,911,100.00**		**$ 1,796,511.00**		**$ 2,087,719.77**		**$ -**

* 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	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 Mil 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		$ -
TOTAL SCHEDULE IV (NON-FEDERAL)					**$ 147,000.00**		**$ 274,585.00**		**$ 329,192.49**		**$ -**

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

DIVISION 2

BID DOCUMENTS

BID FORM

Project: AIP No. 3-49-0060-045-2023, Inquiry #23-116
Inquiry No.: #23-116

Proposal of Whitaker Construction Co., Inc. ("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:

CONTRACT TIME AND LIQUIDATED DAMAGES

The WORK is to be performed within the specified construction period, which has been specified as 113 Working Days.

If the BIDDER 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. $2,000.00 (dollars) per day for each calendar day that the CONTRACTOR shall be in default after the CONTRACT TIME stipulated herein.

b. $2,000.00 (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.

BIDDER acknowledges receipt of the following ADDENDUM:

CY Addendum No. 1 Dated 3/28/2023

CY Addendum No. 2 Dated 4/06/2023

CY Addendum No. 3 Dated 4/11/2023

CY NO 4 4/12/2023

CY NO 5 4/14/2023

BID SUMMARY

BID Total: $ 14,951,787.50

BID SCHEDULE

Project: AIP No. 3-49-0060-045-2023, Inquiry #23-116; Reconstruct and Expand Terminal Apron
Inquiry No.: #23-116

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices. Refer to Awarding Contract, Paragraph 4, in Division 1, Page 7.

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.

NOTE: The Engineer 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 Proposal is on page 2-5.

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BID PROPOSAL SUMMARY

Bidder Name: WHITAKER CONSTRUCTION CO. INC.

SCHEDULE I (FEDERAL) TOTAL	$	6,929,491.00
SCHEDULE II (FEDERAL) TOTAL	$	5,951,200.50
SCHEDULE III (FEDERAL) TOTAL	$	1,796,511.00
SCHEDULE IV (NON-FEDERAL) TOTAL	$	274,585.00
TOTAL ALL SCHEDULES	$	14,951,787.50

Bidder has examined the proposed site and is familiar with all site conditions.

Signature

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SCHEDULE I						
Item No.	**Description**		**Units**	**Estimated Quantity**	**Unit Price**	**Total**
C-105a	Mobilization (10% Maximum)	at the unit price of: five hundred ten thousand five-hundred dollars and no cents.	LS	1	$510500.00	$510500.00
C-100a	Contractor Quality Control Program (CQCP)	at the unit price of: two hundred four thousand five hundred dollars and no cents.	LS	1	$204500.00	$204500.00
C-102a	Temporary Erosion Control	at the unit price of: eight thousand one-hundred twenty dollars and no cents.	LS	1	$8120.00	$8120.00
P-101a	Full Depth Asphalt Removal	at the unit price of: three dollars and no cents.	SY	1,800	$3.00	$5400.00
P-101b	Partial Depth Asphalt Removal	at the unit price of: one dollars and twenty cents.	SY	1,200	$1.20	$1440.00
P-101c	Full Depth Concrete Removal	at the unit price of: twelve dollars and no cents.	SY	15,100	$12.00	$181200.00
P-101d	Pipe Removal	at the unit price of: eleven dollars and no cents.	LF	490	$11.00	$5390.00
P-101e	Catch Basin Removal	at the unit price of: five hundred forty-five dollars and no cents.	EA	6	$545.00	$3270.00
P-152a	Unclassified Excavation	at the unit price of: seven dollars and ten cents.	CY	96,000	$7.10	$681600.00
P-152b	Conditioned Clay Embankment	at the unit price of: five dollars and forty cents.	CY	27,500	$5.40	$148500.00
P-152c	On-site Suitable Embankment	at the unit price of: six dollars and thirty cents.	CY	49,900	$6.30	$314370.00
P-152d	40 Mil LLDPE Geomembrane	at the unit price of: seven dollars and thirty cents.	SY	18,000	$7.30	$131400.00
P-190a	Unstabilized Permeable Subbase Course	at the unit price of: one hundred ten dollars and no cents.	CY	3,300	$110.00	$363000.00
P-209a	Crushed Aggregate Base Course	at the unit price of: seventy-one dollars and fifty cents.	CY	3,200	$71.50	$228800.00
P-209b	Separation Geotextile, Class 1, Non-Woven	at the unit price of: one dollars and eighty cents.	SY	36,000	$1.80	$64800.00

SCHEDULE I							
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
P-209c	Separation Geotextile, Class 2, Non-Woven	at the unit price of: one dollars and eighty cents.	SY	17,500	$1.80	$31500.00
P-401a	Asphalt Surface Course	at the unit price of: one hundred ninety-five dollars and no cents.	TON	700	$195.00	$136500.00
P-403a	Asphalt Mixture Base Course	at the unit price of: one hundred fifty dollars and no cents.	TON	5,200	$150.00	$780000.00
P-501a	Concrete Pavement, 15-Inch	at the unit price of: one hundred eighty dollars and no cents.	SY	14,250	$180.00	$2565000.00
P-501b	Concrete Pavement, 8-Inch	at the unit price of: one hundred fifty dollars and no cents.	SY	700	$150.00	$105000.00
P-501c	Bond Breaker Fabric	at the unit price of: one dollars and seventy cents.	SY	14,300	$1.70	$24310.00
P-603a	Emulsified Asphalt Tack Coat	at the unit price of: nine hundred forty-five dollars and no cents.	TON	9	$945.00	$8505.00
P-620a	Temporary Pavement Markings	at the unit price of: one dollars and seventy cents.	SF	12,100	$1.70	$20570.00
P-620b	Permanent Pavement Markings	at the unit price of: one dollars and ten cents.	SF	12,100	$1.10	$13310.00
P-620c	SIDA Area Markings	at the unit price of: eight dollars and ninety cents.	SF	1,900	$8.90	$16910.00
P-620d	Painted Surface Sign	at the unit price of: fifty-five dollars and fifty cents.	EA	12	$55.50	$666.00
P-620e	Pavement Marking Obliteration	at the unit price of: one dollars and ten cents.	SF	500	$1.10	$550.00
D-701a	24-Inch HDPE Storm Drain Pipe, DR 32.5	at the unit price of: two hundred seventy-five dollars and no cents.	LF	390	$275.00	$107250.00
D-701c	12-Inch HDPE Storm Drain Pipe, DR 32.5	at the unit price of: sixty-four dollars and no cents.	LF	530	$64.00	$33920.00
D-701d	8-Inch HDPE Storm Drain Pipe, DR 32.5	at the unit price of: eighty seven dollars and fifty cents.	LF	40	$87.50	$3500.00

SCHEDULE I						
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
D-701e	6-Inch Outlet Pipe	at the unit price of: thirty-seven dollars and no cents.	LF	420	$37.00	$15540.00
D-705a	6-Inch Underdrain	at the unit price of: thirty-three dollars and no cents.	LF	1,200	$33.00	$39600.00
D-751a	Underdrain Cleanout	at the unit price of: one thousand one hundred thirty dollars and no cents.	EA	3	$1130.00	$3390.00
D-751b	Storm Drain Box, Airport Loading	at the unit price of: twelve thousand three hundred dollars and no cents.	EA	3	$12300.00	$36900.00
D-751c	2-Foot x 2-Foot Storm Drain Box, Highway Loading	at the unit price of: four thousand two hundred forty dollars and no cents.	EA	2	$4240.00	$8480.00
D-751e	Relocate Existng Storm Drain Box	at the unit price of: two thousand eight hundred thirty dollars and no cents.	EA	2	$2830.00	$5660.00
F-162a	Temporary Construction Fence	at the unit price of: sixteen dollars and fifty cents.	LF	360	$16.50	$5940.00
F-162b	Install 7-Foot Chain-Link Fence	at the unit price of: forty-six dollars and no cents.	LF	350	$46.00	$16100.00
L-125e	Install L-853 Surface Mounted Retroreflective Marker, Complete	at the unit price of: two hundred twenty dollars and no cents.	EA	10	$220.00	$2200.00
L-125j	Install LED Apron Light Fixtures (3 Total per Pole) on Existing Apron Flood Light Pole	at the unit price of: seventeen thousand, two hundred dollars and no cents.	EA	4	$17200.00	$68800.00
L-125k	Install Power Wiring for Sponsor Installed Equipment	at the unit price of: eleven thousand one hundred dollars and no cents.	LS	2	$11100.00	$22200.00
L-125l	Relocate/Re-install Stop/Informational Sign	at the unit price of: two thousand four hundred fifty dollars and no cents.	EA	2	$2450.00	$4900.00

SCHEDULE I TOTAL $ 6,929,491.00

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SCHEDULE II							
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
C-105a	Mobilization (10% Maximum)	at the unit price of: Three hundred sixty-seven thousand dollars and no cents.	LS	1	$ 367000.00	$ 367000.00
C-100a	Contractor Quality Control Program (CQCP)	at the unit price of: One hundred thirty-one thousand five hundred dollars and no cents.	LS	1	$ 131500.00	$ 131500.00
C-102a	Temporary Erosion Control	at the unit price of: eight thousand one hundred twenty dollars and no cents.	LS	1	$ 8120.00	$ 8120.00
P-101a	Full Depth Asphalt Removal	at the unit price of: one dollars and twenty cents.	SY	5,100	$ 1.20	$ 6120.00
P-101c	Full Depth Concrete Removal	at the unit price of: twelve dollars and no cents.	SY	200	$ 12.00	$ 2400.00
P-101d	Pipe Removal	at the unit price of: eleven dollars and no cents.	LF	120	$ 11.00	$ 1320.00
P-101e	Catch Basin Removal	at the unit price of: five hundred forty-five dollars and no cents.	EA	2	$ 545.00	$ 1090.00
P-152a	Unclassified Excavation	at the unit price of: seven dollars and no cents.	CY	82,300	$ 7.00	$ 576100.00
P-152b	Conditioned Clay Embankment	at the unit price of: five dollars and seventy cents.	CY	26,300	$ 5.70	$ 149910.00
P-152c	On-site Suitable Embankment	at the unit price of: seven dollars and no cents.	CY	49,600	$ 7.00	$ 347200.00
P-152d	40 Mil LLDPE Geomembrane	at the unit price of: seven dollars and thirty cents.	SY	17,400	$ 7.30	$ 127020.00
P-190a	Unstabilized Permeable Subbase Course	at the unit price of: one hundred ten dollars and no cents.	CY	3,100	$ 110.00	$ 341000.00
P-209a	Crushed Aggregate Base Course	at the unit price of: seventy-one dollars and fifty cents.	CY	3,300	$ 71.50	$ 235950.00
P-209b	Separation Geotextile, Class 1, Non-Woven	at the unit price of: one dollars and eighty cents.	SY	34,800	$ 1.80	$ 62640.00
P-209c	Separation Geotextile, Class 2, Non-Woven	at the unit price of: one dollars and eighty cents.	SY	16,600	$ 1.80	$ 29880.00

SCHEDULE II						
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
P-401a	Asphalt Surface Course	at the unit price of: one hundred seventy dollars and no cents.	TON	1,500	$ 170.00	$ 255000.00
P-403a	Asphalt Mixture Base Course	at the unit price of: one hundred fifty dollars and no cents.	TON	4,800	$ 150.00	$ 720000.00
P-501a	Concrete Pavement, 15-Inch	at the unit price of: one hundred eighty dollars and no cents.	SY	10,900	$ 180.00	$ 1962000.00
P-501c	Bond Breaker Fabric	at the unit price of: one dollars and seventy cents.	SY	10,950	$ 1.70	$ 18615.00
P-603a	Emulsified Asphalt Tack Coat	at the unit price of: nine hundred forty-five dollars and no cents.	TON	11	$ 945.00	$ 10395.00
P-620a	Temporary Pavement Markings	at the unit price of: two dollars and eighty cents.	SF	6,100	$ 2.80	$ 17080.00
P-620b	Permanent Pavement Markings	at the unit price of: two dollars and fifty cents.	SF	3,600	$ 2.50	$ 9000.00
P-620c	SIDA Area Markings	at the unit price of: eight dollars and ninety cents.	SF	3,100	$ 8.90	$ 27590.00
P-620d	Painted Surface Sign	at the unit price of: fifty-five dollars and fifty cents.	EA	21	$ 55.50	$ 1165.50
P-620e	Pavement Marking Obliteration	at the unit price of: one dollars and ten cents.	SF	2,500	$ 1.10	$ 2750.00
D-701a	24-Inch HDPE Storm Drain Pipe, DR 32.5	at the unit price of: two hundred seventy dollars and no cents.	LF	420	$ 270.00	$ 113400.00
D-701b	18-Inch HDPE Storm Drain Pipe, DR 32.5	at the unit price of: one hundred twenty dollars and no cents.	LF	270	$ 120.00	$ 32400.00
D-701d	8-Inch HDPE Storm Drain Pipe, DR 32.5	at the unit price of: eighty-six dollars and fifty cents.	LF	90	$ 86.50	$ 7785.00
D-701e	6-Inch Outlet Pipe	at the unit price of: thirty-seven dollars and no cents.	LF	180	$ 37.00	$ 6660.00
D-701f	Loose Riprap, 9-inch D50	at the unit price of: sixty-two dollars and fifty cents.	SY	20	$ 62.50	$ 1250.00

SCHEDULE II							
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
D-705a	6-Inch Underdrain	at the unit price of: thirty-three dollars and fifty cents.	LF	1,320	$33.50	$44220.00
D-751a	Underdrain Cleanout	at the unit price of: one thousand thirty dollars and no cents.	EA	5	$1030.00	$5150.00
D-751b	Storm Drain Box, Airport Loading	at the unit price of: twelve thousand eight hundred dollars and no cents.	EA	1	$12800.00	$12800.00
D-751c	2-Foot x 2-Foot Storm Drain Box, Highway Loading	at the unit price of: four thousand five-hundred dollars and no cents.	EA	1	$4500.00	$4500.00
D-751d	3-Foot x 3-Foot Storm Drain Box, Highway Loading	at the unit price of: seven thousand seven hundred ten dollars and no cents.	EA	1	$7710.00	$7710.00
L-108a	Install #8 AWG, L-824C, 5000V Wire	at the unit price of: four dollars and fifty cents.	LF	1,500	$4.50	$6750.00
L-108b	Install #6 AWG, Bare Copper Counterpoise	at the unit price of: four dollars and fifty cents.	LF	1,000	$4.50	$4500.00
L-108c	Install #10AWG, XHHW, 600V Wire	at the unit price of: three dollars and thirty cents.	LF	2,000	$3.30	$6600.00
L-110a	Install 1-2" PVC Conduit (Direct Earth Buried)	at the unit price of: eleven dollars and no cents.	LF	900	$11.00	$9900.00
L-110b	Install 1-2" PVC Conduit (Concrete Encased)	at the unit price of: thirty-nine dollars and no cents.	LF	50	$39.00	$1950.00
L-110c	Install 4-2" PVC Conduit (Concrete Encased)	at the unit price of: ninety-four dollars and fifty cents.	LF	100	$94.50	$9450.00
L-115a	Remove Junction Box Plaza, Complete	at the unit price of: two thousand two hundred twenty dollars and no cents.	EA	1	$2220.00	$2220.00
L-115b	Reinstall Junction Box Plaza, Complete	at the unit price of: eleven thousand one hundred dollars and no cents.	EA	1	$11100.00	$11100.00
L-115c	Install Handhole, Complete	at the unit price of: three thousand three hundred forty dollars and no cents.	EA	4	$3340.00	$13360.00
L-125a	Remove Taxiway Light in Pavement, Complete	at the unit price of: two hundred twenty dollars and no cents.	EA	7	$220.00	$1540.00

SCHEDULE II						
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
L-125b	Remove Taxiway Light and Install Blank Steel Cover	at the unit price of: two hundred and eighty dollars and no cents.	EA	2	$280.00	$560.00
L-125c	Reinstall Base Mounted L-861T(L) Taxiway Edge Light in Pavement, Complete	at the unit price of: one thousand one hundred and ten dollars and no cents.	EA	4	$1110.00	$4440.00
L-125d	Reinstall Base Mounted L-861T(L) Taxiway Edge Light in Existing Pavement, Complete	at the unit price of: one thousand three hundred and thirty dollars and no cents.	EA	6	$1330.00	$7980.00
L-125f	Remove L-858 Guidance Sign in Soil, Complete	at the unit price of: five hundred and fifty-five dollars and no cents.	EA	2	$555.00	$1110.00
L-125g	Reinstall L-858 Guidance Sign on New Concrete Pad in Soil, Size 2, 2 Module, Complete	at the unit price of: three thousand three hundred and forty dollars and no cents.	EA	1	$3340.00	$3340.00
L-125h	Reinstall L-858 Guidance Sign on New Concrete Pad in Soil, Size 2, 3 Module, Complete	at the unit price of: two thousand seven hundred and eighty dollars and no cents.	EA	1	$2780.00	$2780.00
L-125i	Install New 60' Apron Flood Light Pole with LED Lumineers, Complete	at the unit price of: seventy-two thousand three hundred dollars and no cents.	EA	3	$72300.00	$216900.00
L-125l	Relocate/Re-install Stop/Informational Sign	at the unit price of: no dollars and no cents.	EA	2	$0	$0

SCHEDULE II TOTAL $ 5,951,200.50

SCHEDULE III						
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
C-105a	Mobilization (10% Maximum)	at the unit price of: one hundred thousand dollars and no cents.	LS	1	$ 100000.00	$ 100000.00
C-100a	Contractor Quality Control Program (CQCP)	at the unit price of: fifty thousand five hundred dollars and no cents.	LS	1	$ 50500.00	$ 50500.00
C-102a	Temporary Erosion Control	at the unit price of: eight thousand one hundred and twenty dollars and no cents.	LS	1	$ 8120.00	$ 8120.00
P-101a	Full Depth Asphalt Removal	at the unit price of: one dollars and thirty cents.	SY	5,600	$ 1.30	$ 7280.00
P-101d	Pipe Removal	at the unit price of: deven dollars and no cents.	LF	640	$ 11.00	$ 7040.00
P-101e	Catch Basin Removal	at the unit price of: five hundred fourty-five dollars and no cents.	EA	1	$ 545.00	$ 545.00
P-152a	Unclassified Excavation	at the unit price of: five dollars and ninety cents.	CY	35,300	$ 5.90	$ 208270.00
P-152b	Conditioned Clay Embankment	at the unit price of: six dollars and twenty cents.	CY	8,100	$ 6.20	$ 50220.00
P-152c	On-site Suitable Embankment	at the unit price of: three dollars and seventy cents.	CY	16,000	$ 3.70	$ 59200.00
P-152d	40 Mil LLDPE Geomembrane	at the unit price of: seven dollars and thirty cents.	SY	5,700	$ 7.30	$ 41610.00
P-190a	Unstabilized Permeable Subbase Course	at the unit price of: one hundred and fifteen dollars and no cents.	CY	900	$ 115.00	$ 103500.00
P-209a	Crushed Aggregate Base Course	at the unit price of: seventy-one dollars and fifty cents.	CY	1,600	$ 71.50	$ 114400.00
P-209b	Separation Geotextile, Class 1, Non-Woven	at the unit price of: one dollars and eighty cents.	SY	11,300	$ 1.80	$ 20340.00
P-209c	Separation Geotextile, Class 2, Non-Woven	at the unit price of: one dollars and eighty cents.	SY	4,900	$ 1.80	$ 8820.00
P-401a	Asphalt Surface Course	at the unit price of: one hundred and eighty-five dollars and no cents.	TON	900	$ 185.00	$ 166500.00

SCHEDULE III						
Item No.	**Description**		**Units**	**Estimated Quantity**	**Unit Price**	**Total**
P-403a	Asphalt Mixture Base Course	at the unit price of: one hundred and sixty dollars and no cents.	TON	1,150	$160.00	$184000.00
P-501a	Concrete Pavement, 15-Inch	at the unit price of: one hundred and eighty dollars and no cents.	SY	2,900	$180.00	$522000.00
P-501b	Concrete Pavement, 8-Inch	at the unit price of: one hundred and fifty dollars and no cents.	SY	250	$150.00	$37500.00
P-501c	Bond Breaker Fabric	at the unit price of: one dollars and seventy cents.	SY	2,950	$1.70	$5015.00
P-603a	Emulsified Asphalt Tack Coat	at the unit price of: nine hundred fourty-five dollars and no cents.	TON	4	$945.00	$3780.00
P-620a	Temporary Pavement Markings	at the unit price of: two dollars and eighty cents.	SF	1,600	$2.80	$4480.00
P-620b	Permanent Pavement Markings	at the unit price of: two dollars and fifty cents.	SF	1,600	$2.50	$4000.00
P-620c	SIDA Area Markings	at the unit price of: eight dollars and ninety cents.	SF	1,600	$8.90	$14240.00
P-620d	Painted Surface Sign	at the unit price of: fifty-five dollars and fifty cents.	EA	12	$55.50	$666.00
D-701a	24-Inch HDPE Storm Drain Pipe, DR 32.5	at the unit price of: one hundred fifty-five dollars and no cents.	LF	120	$155.00	$18600.00
D-705a	6-Inch Underdrain	at the unit price of: thirty-three dollars and fifty cents.	LF	700	$33.50	$23450.00
D-751a	Underdrain Cleanout	at the unit price of: one thousand eighty dollars and no cents.	EA	5	$1080.00	$5400.00
D-751b	Storm Drain Box, Airport Loading	at the unit price of: thirteen thousand one hundred dollars and no cents.	EA	1	$13100.00	$13100.00
D-751d	3-Foot x 3-Foot Storm Drain Box, Highway Loading	at the unit price of: five thousand one hundred and twenty dollars and no cents.	EA	1	$5120.00	$5120.00
L-108a	Install #8 AWG, L-824C, 5000V Wire	at the unit price of: four dollars and fifty cents.	LF	400	$4.50	$1800.00

SCHEDULE III						
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
L-108b	Install #6 AWG, Bare Copper Counterpoise	at the unit price of: four dollars and fifty cents.	LF	100	$4.50	$450.00
L-110a	Install 1-2" PVC Conduit (Direct Earth Buried)	at the unit price of: seven dollars and eighty cents.	LF	100	$7.80	$780.00
L-125a	Remove Taxiway Light in Pavement, Complete	at the unit price of: two hundred and eighty dollars and no cents.	EA	4	$280.00	$1120.00
L-125c	Reinstall Base Mounted L-861T(L) Taxiway Edge Light in Pavement, Complete	at the unit price of: one thousand three hundred and thirty dollars and no cents.	EA	1	$1330.00	$1330.00
L-125f	Remove L-858 Guidance Sign in Soil, Complete	at the unit price of: five hundred fifty-five dollars and no cents.	EA	1	$555.00	$555.00
L-125g	Reinstall L-858 Guidance Sign on New Concrete Pad in Soil, Size 2, 2 Module, Complete	at the unit price of: two-thousand seven hundred and eighty dollars and no cents.	EA	1	$2780.00	$2780.00

SCHEDULE III TOTAL $ 1,796,511.00

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SCHEDULE IV (NON-FEDERAL)						
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
C-105a	Mobilization (10% Maximum)	at the unit price of: eighty-four thousand seven-hundred dollars and no cents.	LS	1	$84700.00	$84700.00
C-100a	Contractor Quality Control Program (CQCP)	at the unit price of: three thousand one hundred and ten dollars and no cents.	LS	1	$3110.00	$3110.00
C-102a	Temporary Erosion Control	at the unit price of: four thousand and sixty dollars and no cents.	LS	1	$4060.00	$4060.00
P-101c	Full Depth Concrete Removal	at the unit price of: twelve dollars and no cents.	SY	500	$12.00	$6000.00
P-152a	Unclassified Excavation	at the unit price of: thirteen dollars and fifty cents.	CY	1,800	$13.50	$24300.00
P-152b	Conditioned Clay Embankment	at the unit price of: thirteen dollars and no cents.	CY	300	$13.00	$3900.00
P-152c	On-site Suitable Embankment	at the unit price of: eighty-six dollars and fifty cents.	CY	400	$86.50	$34600.00
P-152d	40 Mil LLDPE Geomembrane	at the unit price of: seven dollars and thirty cents.	SY	300	$7.30	$2190.00
P-190a	Unstabilized Permeable Subbase Course	at the unit price of: one hundred and ten dollars and no cents.	CY	50	$110.00	$5500.00
P-209a	Crushed Aggregate Base Course	at the unit price of: seventy-one dollars and fifty cents.	CY	100	$71.50	$7150.00
P-209b	Separation Geotextile, Class 1, Non-Woven	at the unit price of: one dollars and eighty cents.	SY	600	$1.80	$1080.00
P-209c	Separation Geotextile, Class 2, Non-Woven	at the unit price of: one dollars and eighty cents.	SY	300	$1.80	$540.00
P-403a	Asphalt Mixture Base Course	at the unit price of: one hundred ninety-five dollars and no cents.	TON	100	$195.00	$19500.00
P-501a	Concrete Pavement, 15-Inch	at the unit price of: one hundred and eighty dollars and no cents.	SY	300	$180.00	$54000.00
P-501b	Concrete Pavement, 8-Inch	at the unit price of: one hundred and fifty dollars and no cents.	SY	150	$150.00	$22500.00

SCHEDULE IV (NON-FEDERAL)						
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
P-501c	Bond Breaker Fabric	at the unit price of: one dollars and seventy cents.	SY	300	$ 1.70	$ 510.00
P-603a	Emulsified Asphalt Tack Coat	at the unit price of: nine hundred fourty-five dollars and no cents.	TON	1	$ 945.00	$ 945.00

SCHEDULE IV TOTAL $ 274,585.00

BIDDER certifies that BIDDER has read the Request for BIDS and fully understands its intent. BIDDER certifies that BIDDER has adequate personnel and resources to fulfill the BID 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 BID 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 BID. 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 18th day of Apirl 2023.

Respectfully Submitted:

Business Name: Whitaker Construction Co., Inc. Seal (if BID is by Corporation)

Business Address: 44 South 1050 West, Brigham City, UT 84302

PO BOX 430, Brigham City, UT 84302

Representative Name: Judd C. Hamson

Signature:

Title: Executive Vice President

Date: 4/18/2023

Attest Signature:

Attest Name: Jacob Murdock

WHITAKER CONSTRUCTION CO. CORPORATE SEAL UTAH

END OF SECTION

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BIDDER'S GENERAL INFORMATION

Project: AIP No. 3-49-0060-045-2023, Inquiry #23-116; Reconstruct and Expand Terminal Apron
Inquiry No.: #23-116

Date: 4/18/2023

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

(1) BIDDER'S Name and Address:
Whitaker Construction Co., Inc.
44 South 1050 West, Brigham City, UT 84302
PO BOX 430, Brigham City, UT 84302

(2) BIDDER'S Telephone Number / Facsimile Number:
435-723-2921, (fax) 435-723-5808

(3) BIDDER'S Email Address
cameron.young@whitcon.com

(4) Contractor's License Primary Classification:
☒ B100 ☒ E100 ☐ Other: _____
State and License Number (ATTACH A COPY):
227757-5501
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)
SEE ATTACHED

(5) Work in Progress (WIP) limit*: $ ~~see attachment~~ UNLIMITED / Current Status of WIP: $120,000,000.00

* attach a list of all projects currently in progress, including the owner, location, and phone number. State the percentage of work remaining for each project and the expected completion date.

(6) Provide a list of all construction contracts involving work of a similar scope and comparable value completed over the past five (5) years. Include the following information for each project: SEE ATTACHED

a. Name and location of project.
b. Name, address, and telephone number of the project Owner.
c. Brief description of the work involved.
d. Contract amount.
e. Contract date for completion.

f. Date of actual completion – reason for delay, if any.
g. Name, address, and phone number of Engineer / Architect / Landscape Architect.
h. Name of Owner's Inspecting Officer.
i. State your involvement in any litigation arising out of the project.
j. Status of current litigation, if any, associated with any project. If none, state N/A.

(7) Provide a list of the prospective subcontractors, materials suppliers and equipment suppliers you expect to use on this project.* City reserves the right to reject subcontractors and suppliers. SEE ATTACHED

* CITY understands that the subcontractor's, materials suppliers and equipment suppliers provided may not be the final subcontractors used. A final subcontractor's, material suppliers and equipment suppliers list must be presented by the successful BIDDER at the Pre-Construction Conference and will be updated at each subsequent construction meeting. BIDDER understands that CITY reserves the right to accept or reject proposed subcontractors.

MAJOR SUBCONTRACTORS LISTING

Project: AIP No. 3-49-0060-045-2023, Inquiry #23-116; Reconstruct and Expand Terminal Apron
Inquiry No.: #23-116

Mark amount "NA" if not applicable. Provide only the subcontractor's name whose BID was used and who will be doing the work for each area of work at the time BID is due. Supplement also will become a schedule of values to check each monthly progress payment. General Contractor's listing themselves to self-perform work shall list the employee of their firm who will act as foreman for said work.

GENERAL CONTRACTOR:
Subcontractor Name: Whitaker Construction
Subcontractor Address: 1506 South Silicon Way Suite 3B St George Ut 84770
Amount: $ 14,951,787.50

SITE CONCRETE
Subcontractor Name: Geneva Rock Products
Subcontractor Address: PO Box 571618 Salt Lake City Ut
Amount: $ $5,040,562.50

BUILDING AND CONCRETE WORK (INCLUDING REINFORCING)
Subcontractor Name: N/A
Subcontractor Address:
Amount: $

MASONRY
Subcontractor Name: N/A
Subcontractor Address:
Amount: $

STRUCTURAL STEEL / METAL FABRICATIONS
Subcontractor Name: N/A
Subcontractor Address:
Amount: $

MANUFACTURED CABINETS AND CASEWORK
Subcontractor Name: N/A
Subcontractor Address:
Amount: $

FLEXIBLE SHEET ROOFING / FLASHING AND SHEET METAL
Subcontractor Name: N/A
Subcontractor Address:
Proposed Flexible Sheet Roofing System:

Amount: $

PREFORMED METAL ROOFING
Subcontractor Name: N/A
Subcontractor Address: _____
Amount: $_____

ALUMINUM ENTRANCES, WINDOW SYSTEMS AND GLAZING
Subcontractor Name: N/A
Subcontractor Address: _____
Amount: $_____

HOLLOW METAL AND FINISH HARDWARE
Subcontractor Name: N/A
Subcontractor Address: _____
Amount: $_____

GYPSUM BOARD ASSEMBLIES
Subcontractor Name: N/A
Subcontractor Address: _____
Amount: $_____

PAINTING
Subcontractor Name: Straight Stripe Painting
Subcontractor Address: 269 North 3050 East St George Utah 84790
Amount: $ 121,500.00

TOILET ROOM PARTITIONS
Subcontractor Name: N/A
Subcontractor Address: _____
Amount: $_____

FIRE SPRINKLER SYSTEMS
Subcontractor Name: N/A
Subcontractor Address: _____
Amount: $_____

PLUMBING
Subcontractor Name: N/A
Subcontractor Address: _____
Amount: $_____

MECHANICAL (HVAC)
Subcontractor Name: N/A
Subcontractor Address: _____
Heat Pump Manufacturer:
_____
Amount: $_____

CONTROLS

Subcontractor Name: N/A

Subcontractor Address:

Controls Manufacturer:

Amount: $

SITE ELECTRIC

Subcontractor Name: Mesquite Electric

Subcontractor Address: PO Box 2355 Mesquite Nevada 89024

Amount: $ 376,750.00

ELECTRICAL

Subcontractor Name: N/A

Subcontractor Address:

Amount: $

SOUND AND INTERCOM SYSTEM

Subcontractor Name: N/A

Subcontractor Address:

Amount: $

VOICE / DATA SYSTEM

Subcontractor Name: N/A

Subcontractor Address:

Amount: $

FIRE ALARM

Subcontractor Name: N/A

Subcontractor Address:

Amount: $

EARTHWORK:

Subcontractor Name: Whitaker Construction

Subcontractor Address: 1506 South Silicon Way Suite 3B St George Utah 84770

Amount: $

LANDSCAPING AND IRRIGATION

Subcontractor Name: N/A

Subcontractor Address:

Amount: $

ASPHALT PAVING

Subcontractor Name: Sunroc Corporation

Subcontractor Address: 3850 S 1825 E St George Utah

Amount: $ $2,120,850

SITE UTILITIES

Subcontractor Name: Whitaker Construction

Subcontractor Address: 1506 South Silicon Way Suite 3B St George Utah 84770

Amount: $_____

END OF SECTION

BID BOND

Project: AIP No. 3-49-0060-045-2023, Inquiry #23-116; Reconstruct and Expand Terminal Apron
Inquiry No.: #23-116

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Whitaker Construction Company, Inc. as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto The City of St. George in the penal sum of Five Percent (5%) of Accompanying Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of April, 20 23. The Condition of the above obligation is such that whereas the Principal has submitted to City of St. George a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of Reconstruct and Expand Terminal Apron.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the CITY may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Whitaker Construction Company, Inc.
Principal

By: _____ Executive VP

Surety Western Surety Company

By: _____

S. Christopher Clark, Attorney-In-Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Alan W Lord, Sam W Clark, Douglas S Roskelley, Samuel Christopher Clark, Doris Martin, Hilary Baillargeon, Michael Murphy, Leslie Parke, Individually

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of September, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of September, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of April, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CNA SURETY

Digital Seal, Signature Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of each CNA Surety company and the execution of such surety bonds by an attorney-in-fact of the CNA Surety company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of the attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 7th day of April, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

SUBCONTRACTOR/MATERIAL SUPPLIER LIST

The CONTRACTOR shall provide information on all subcontractors/ material suppliers bidding or quoting on subcontracts for this project.

Name of Firm	Address	Type of Work to be Performed on Contract	Licensed in Yes	No	State	Contractors License #	Class	Certified DBE Yes	No	Certification Number	Bid Amount	Date Firm Established	*GRS
Mesquite Electric LLC	PO Box 2355 Mesquite NV 89024	Electrical	X		UT	6532416-5501	E200		X		$376,750	Oct-03	5
Sunroc	1825 E 3850 S St George Ut 84770	Perm Subbase, Agg Base	X		UT	NA			X		1,100,620		5
STG SWPPP	2272 Whipple CT St George Ut 8479-	SWPPP	X		UT	NA			X	NA	$20,400.00	Jan-23	1
ACF West Inc	Orem Utah	Geotextile Supply	NA			NA			X		$320,000.00	1987	5
H&H Lining	Fruita Colorado	Specialized Liner Installer							X		$250,000.00	2015	2
Benson Construction	PO Box 26 Mona Utah	Trucking	X		UT	NA		X			$180,000.00+-	1990	1
Southwest Geoworx LLC	3500 S 1700 E St George Ut 84790	Geotextile Supply	X		UT				X		$288,000.00	2013	1
Taylor Made Fence LLC	1600 S Quarterhorse Dr. Washington Ut 84780	Fence	X		UT	6623623-5501	S330		X		$19,799.00	1983	2
Ralph L Wadsworth	166 E 14000 S Draper Ut 84020	Concrete Paving	X		UT				X		$5,196,910	1975	5
Geneva Rock Products	PO Box 571618 Salt Lake City Ut 84157	Concrete Paving	X		UT	1962-00158	E100		X		$5,040,562	1954	5
Western Rock Products	4617 S Pioneer Road Suite 300 St George Ut 84790	Asphalt Paving	X		UT	4910822-5501	E100		X		$2,288,700	1968	5

***GRS -Annual Gross Receipts**

Enter 1 for less than $1 million
Enter 2 for more than $1 million but less than $5 million
Enter 3 for more than $5 million but less than $10 million
Enter 4 for more than $10 million but less than $15 million
Enter 5 for more than $15 million

SUBCONTRACTOR/MATERIAL SUPPLIER LIST

The CONTRACTOR shall provide information on all subcontractors/ material suppliers bidding or quoting on subcontracts for this project.

Name of Firm	Address	Type of Work to be Performed on Contract	Licensed in Yes	No	State	Contractors License #	Class	Certified DBE Yes	No	Certification Number	Bid Amount	Date Firm Established	*GRS
Straight Stripe Painting	1812 W Sunset Blvd #1-525 St George Ut 84770	Pavement Markings and Signs	X		UT	6185058-5501		X			$121,500	Jul-04	4
Sunroc	1825 E 3850 S St George Ut 84770	Asphalt Paving	X		UT	326045-5501	E100		X		$2,120,850	5/17/1996	5
Landmark Testing and Engineering	795 E Factory Dr St George Ut 84790	Quality Control Materials Testing	X		UT	N/A			X		$132,000.00	8/10/1998	2
A-Core Concrete Cutting	5360 S Riley Ln. Salt Lake City Ut	Saw Cutting	X		UT	233312-5501	E100		X		$30,000	1974	5
Layfield USA Corp	10038 Marathon Pkwy Lakeside CA 92040	Liner Install	X		UT	5760065-5501	E100		X		$436,532	12/8/2004	5
Brown Consulting	736 S 900 E Suite B105 St George Ut 84790	Survey	X		UT				X	170223	39000	2003	1

***GRS -Annual Gross Receipts**

Enter 1 for less than $1 million
Enter 2 for more than $1 million but less than $5 million
Enter 3 for more than $5 million but less than $10 million
Enter 4 for more than $10 million but less than $15 million
Enter 5 for more than $15 million

Issued for Bid March 2, 2023

Division 2-31

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

Each bidder shall complete and sign the Equal Employment Opportunity Report Statement. A bid may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the bidder fails to provide the fully executed statement or fails to furnish the required data. The bidder shall also, prior to award, furnish such other pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the Federal Aviation Administration (FAA), the Owner, or the Executive Vice Chairman of the President's Committee may require.

The bidder shall furnish similar statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by each subcontractor, before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

As Required in 41 CFR 60-1.7(b)

The bidder shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of the bid:

1. The bidder has X has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.

2. The bidder has X has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive order 11246, as amended.

3. The bidder has X has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).

4. The bidder does X does not ___ employ fifty or more employees.

Date: 4/18/2023

Whitaker Construction Co.
Company

Tammy Ward
Authorized Agent (print)

Tammy Ward
Signature of Authorized Agent

Jill C. Hanson
Jill C. Hanson
Executive VP

WHITAKER CONSTRUCTION CO. CORPORATE SEAL UTAH

BUY AMERICA CERTIFICATION

(Title 49 U.S.C. Section 50101)

Project name: Reconstruct and Expand Terminal Apron
Airport name: St. George Regional Airport
AIP number: 3-49-0060-045-2023, Inquiry #23-116

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,1 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. **The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.**

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

(a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -

(1) Applying subsection (a) would be inconsistent with the public interest;

(2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -

A. The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components of the facility or equipment; and

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[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

B. Final assembly of the facility or equipment has occurred in the United States; or

(4) Including domestic material will increase the cost of the overall project by more than 25%.

(c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * * * *

Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, before issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request prior to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Certification of Compliance with FAA Buy American Preference – Construction Projects

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire form
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/18/2023
Date

Signature

Whitaker Construction Co.
Company Name

Executive VP
Title

WHITAKER CONSTRUCTION CO. CORPORATE SEAL UTAH

BUY AMERICA WAIVER REQUEST

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Instructions for Permissible Waivers

Nationwide Waivers: The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Section 50101(b)(1) & (b)(2) Waivers:

The bidder may request a waiver based upon the best interests of the public, Section 50101 (b)(1) or request a waiver based upon insufficient supply of U.S. manufactured products, Section 50101 (b)(2), however approval is rare and waivers may only be approved by the FAA Office of Airports in Washington DC.

Section 50101(b)(3) Waiver:

The bidder may request a waiver if 60% or more of the components and subcomponents in the facility or equipment are produced in the United States and final assembly occurs in the U.S. Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval.

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver referenced above do not require further review.
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product. Final assembly location is the location where the equipment is assembled, not the project site itself.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

8. North America Free Trade Act (NAFTA): Free Trade Agreements such as NAFTA do not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing:

http://www.faa.gov/airports/aip/buy_american/

Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the Nationwide Buy American conformance list.

10. In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not Labor.

Instructions for Section 50101(b)(4) Waiver:

1. The bidder may request a waiver if application of Buy America preferences results in a 25% cost increase in the overall project. This waiver is rarely applicable. Consult the Owner before making this request.

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BUY AMERICA WAIVER REQUEST

Title 49 U.S.C Section 50101 (b)(3)

For Airfield Development Projects funded under the Airport Improvement Program

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

FAA Buy American Preference Construction Project Content Percentage Worksheet

Airport Sponsor:

Airport Worksite:

Worksite LOCID:

Project Description:

Date:

Total material cost:	
U.S. Content:	%
Non-U.S. Content:	%

For FAA Use Only

Project Material Structure List (Bill of Materials)

Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

FAA Form 5100-143 (8/20)

Page 1 of 2

Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
		SUBTOTAL		

For FAA Use Only

TOTAL MATERIAL COST:

U.S. Content: %

Non-U.S. Content: %

The undersigned certifies that this information is true and accurate to the best of their knowledge.
A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126.
Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

Title:

Submit by Email

FAA Form 5100-143 (8/20)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE 6/30/2023

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

FAA Buy American Preference Construction
Project Content Percentage Worksheet

Airport Sponsor:
Airport Worksite:
Worksite LOCID:
Project Description

Date:

Total material cost:
U.S. Content: %
Non-U.S. Content: %

Project Material Structure List (Bill of Materials)

Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials
1				
2				
3				
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5				
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7				
8				
9				
10				

For FAA Use Only

FAA Form 5100-143 (8/20)

Page 1 of 2

Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
		SUBTOTAL		

For FAA Use Only

TOTAL MATERIAL COST:
U.S. Content: %
Non-U.S. Content: %

The undersigned certifies that this information is true and accurate to the best of their knowledge.
A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126.
Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

Title:

FAA Form 5100-143 (8/20)

Page 2 of 2

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

1. **Please provide a description of the assembly process occurring at the specified final location in the United States.**

2. **Please describe the final assembly process and its various operations.**

3. **How long does the final assembly process take to complete?**

4. **Please provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.**

5. **How many employees are involved in the final assembly process and what is the general skill level of those employees?**

6. **What type of equipment is used during the final assembly process?**

7. **What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?**

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

FAA Form 5100-137 (4/19) SUPERSEDES PREVIOUS EDITION

BUY AMERICA CONFORMANCE LISTING

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/buy_american/

- Bidder shall submit a listing of equipment it proposes to install on the project that is included on the current National Buy American conformance list.

Equipment Type	Name of Manufacturer	Product Number

Certification Signature:

Bidder hereby certifies that the above listed equipment, which we propose for installation on the subject project, is on the current National Buy America Conformance list as established at: http://www.faa.gov/airports/aip/buy_american/

I hereby certify the above information is accurate and complete.

Whitaker Construction Co., Inc.
Bidder's Firm Name

4/18/2023
Date

Signature

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CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (✓) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (✓) is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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1275

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CONTRACTOR'S STATEMENT OF QUALIFICATIONS

Contractor's Statement of Qualifications shall be furnished with the bid proposal as described in Bidder's General Information, Division 2-25 and 2-26.

St.George
THE BRIGHTER SIDE

CERTIFICATION OF LEGAL WORK STATUS (Contractor)

Project: AIP No. 3-49-0060-045-2023, Inquiry #23-116; Reconstruct and Expand Terminal Apron

Contractor certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. Contractor agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to City prior to any work being performed by the subcontractors. Contractor agrees to produce, at the City's request, documents to verify compliance with applicable State and Federal laws. If Contractor knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between Contractor and City. In addition, Contractor may be suspended from participating in future projects with the City for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by Contractor or a subcontractor of Contractor, Contractor shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by the City as well as attorney fees. For purposes of compliance, the City requires Contractor and subcontractors to use E-Verify to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. Contractor and subcontractors must maintain authorized documentation of the E-Verify.

I certify that I have read, understand and agree to comply with the requirements herein.

Contractor Name: Whitaker Construction Co. Inc.

Company Address: 1506 S. Silicon Way Suite #3B

Company's Unique E-Verification Number: 227127

Cam Young — 4/17/2023

Signature — Date

ESTIMATOR

Official Title

JUSTINE GALLACCI
Notary Public, State of Utah
Commission #722880
My Commission Expires
2/4/2026

STATE OF UTAH)
ss.
County of Washington)

On the 17 day of April 2023, personally appeared before me, Cameron Young, known or identified to me to be the person whose name is signed on the foregoing document and acknowledged that s/he is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same voluntarily for its stated purpose.

Justine Gallacci

Notary Public

WHITAKER CONSTRUCTION COMPANY
SUMMARY OF CONTRACTS

Non Jobs	Contract Description	Contract Amount	Location	Percent Complete	Customer Name	Customer Number
1282	Brigham City Sewer Lift Station Projects	244,400	UT	1%	Brigham City Corporation	435 734-6600
1288	HAFB 517 & 518 Natural Gas	168,110	UT	44%	HHI Corporation	385-333-4400
1375	TEC - Cytiva Directional Drilling	302,904	UT	41%	TEC Electric	435-753-0920
1236	Ogden 2021 Trenchless Storm and Sewe	1,184,037	UT	98%	Ogden City Corporation	
1271	UDOT US-89 Drainage Pipe Liner	841,213	UT	96%	Granite Construction Co.	801-731-3131
1346	5200 South Trenchless Sewer Rehabilita	207,830	UT	89%	Washington Terrace	
1361	RLW - I-80 1300E To 2300E & I-215 330C	120,383	UT	6%	Ralph L. Wadsworth Const.	801 553-1661
1381	F-0091(78)26 US-91; SR-165 to 1000 N L	586,809	UT	1%	Utah Department of Transpc	801-975-4929
1292	WSD - New High School	3,684,780	UT	95%	Hogan & Associates Constru	(801) 951-7000
1343	Meta Data Center	3,739,194	ID	98%	Ralph L. Wadsworth Const.	801 553-1661
1367	WIWMD Stage D Final Closure Gas Colle	1,660,547	UT	3%	Wasatch Integrated Waste M	801 614-5600
1369	Browns Canyon Connector	3,874,561	UT	3%	Promontory Development	801-540-9350
1370	East Pond Dike Raising 2023	3,896,200	UT	23%	Compass Minerals	
1372	State Of Utah DFCM- Bear Lake Marina	87,160	UT	13%	State of Utah - DFCM	801-538-1482
1376	ITD I-84, Kimberly IC (SH-50)	4,842,926	ID	0%	Wadsworth Brothers	801-576-1453
1198	Wasatch Peaks Ranches Transmission M	46,459,800	UT	71%	Wasatch Peaks Ranch, LLC	303-349-1949
1252	Wasatch Peaks Phase 0C	26,598,001	UT	68%	Wasatch Peaks Ranch, LLC	303-349-1949
1258	WPR Ski Lift 1 & 3 Electrical	4,080,336	UT	95%	Wasatch Peaks Ranch, LLC	303-349-1949
1272	WPR - Ski Operations	10,083,594	UT	82%	Wasatch Peaks Ranch, LLC	303-349-1949
1281	WPR - PP1	30,074,672	UT	36%	Wasatch Peaks Ranch, LLC	303-349-1949
1287	WPR Work Order #13 Real Estate Suppo	2,202,823	UT	9%	Wasatch Peaks Ranch, LLC	303-349-1949
1302	WPR WO#15 Mainline Sewer	11,533,884	UT	34%	Wasatch Peaks Ranch, LLC	303-349-1949
1314	WO#16 - WPR Lower Village	509,687	UT	32%	Wasatch Peaks Ranch, LLC	303-349-1949
1326	WPR - WO#17 Golf Couse Earthwork	15,176,215	UT	68%	Wasatch Peaks Ranch, LLC	303-349-1949
1234	Kearns - Zone C Pump Station	4,238,621	UT	98%	Kearns Improvement Distric	801-968-1011
1261	Provo Southwest Lift Station	11,617,694	UT	79%	Provo City Public Works	801-852-6701
1277	Weber West Pump Station	3,511,336	UT	94%	Weber Basin Water Conserv	801-771-1677

1290	Malad City Wastweater Treatment Upgr	11,545,085	ID	44%	Malad City	
1291	JBLM Pre-Screening Station	2,949,940	WA	24%	American Water Enterprises	856-955-4001
1312	Tooele City WRF Filter Upgrade and Exp	490,137	UT	63%	Tooele City Corp	
1318	Well 6 Replacement AOMM000419.073	3,222,915	UT	7%	American Water Enterprises	856-955-4001
1340	NDSD - Final Effluent Pump Station	20,512,954	UT	12%	North Davis County Sewer D	(801) 825-0712
1352	Phase II Bioreactor Expansion	14,432,885	UT	16%	Central Weber Sewer Impro	801-731-3011
1358	Canyon View Lift Station 2022	1,139,121	UT	21%	Mountain Green Sewer Improvement	
1373	Industrial Park Lift Station Rehab	898,850	UT	2%	Central Weber Sewer Impro	801-731-3011
1300	Solace at Santa Clara	812,670	UT	92%	Desert Hills Construction	
1327	Spanish Fork & Mapleton WRF - 6-6-22 F	963,339	UT	66%	Alder Construction Compan	(801)-266-8856
1332	Solace At Santa Clara (With Phases 1-3 I	722,404	UT	95%	Desert Hills Construction	
1366	Settlers Junction At Zion's Gateway	1,063,859	UT	87%	All Star Excavating	435-619-5104
1371	Long Valley Transmission Pipeline 2022	2,904,430	UT	1%	Washington City	
1380	Vineyard Dr. Reconstruct	261,689	UT	1%	City Of Santa Clara	435-673-6712
2022-090	Santa Clara Waterline Replacements	227,275	UT	71%	City Of Santa Clara	435-673-6712
2022-099	I-15 Interchange 11	108,037	UT	25%	Washington City	
1176	US 89 - WBWCD Ward Road Irrigation - F	120,416	UT	97%	Oak Hills Constructors	80-1526-6038
1190	Carter Creek Well Replacement	466,302	UT	68%	American Water Enterprises	856-955-4001
1192	Building 891 Redundant WL	1,528,282	UT	99%	American Water Enterprises	856-955-4001
1193	US 89 - BOR Relocations - EFR & 4OG - A	1,558,833	UT	98%	Oak Hills Constructors	80-1526-6038
1205	HAFB - Boulder Well House - 2020 (Budg	422,350	WY	95%	American Water Enterprises	856-955-4001
1208	AW 2020 Fire Hydrant & Valve Replacen	1,165,239	UT	87%	American Water Enterprises	856-955-4001
1211	US-89 BOR - OH/PW Relocation	370,063	UT	95%	Oak Hills Constructors	80-1526-6038
1232	Spanish Fork - Southwest Regional Lift St	3,107,209	UT	98%	Spanish Fork City	801-804-4556
1240	Westside Collection System Improvemer	969,900	UT	98%	Magna Water District	
1262	NDSD Final Effluent Pipeline	31,744,301	UT	77%	North Davis County Sewer D	(801) 825-0712
1267	Exchange Park Sewer Upgrade	4,333,739	UT	97%	Provo City Public Works	801-852-6701
1268	Cold Springs Waterline Rehabilitation	2,649,891	UT	94%	Spanish Fork City	801-804-4556
1270	IW Tanks BLDG 843	254,530	UT	54%	KR Plumbing and Mechanical	
1274	HAFB - Wardleigh Sewer Compliance	777,450	UT	98%	American Water Enterprises	856-955-4001
1278	Traverse Transmission Line	3,291,900	UT	74%	Draper City Engineering Dep	801-831-7184
1284	North Logan City Sewer Main Extension	4,163,142	UT	99%	Logan City	435-716-9152
1285	Provo River Diversion Rehabiliation	3,338,918	UT	94%	Provo City Public Works	801-852-6701
1298	Jordan River Siphon	7,326,353	UT	73%	Taylorsville-Bennion Improv	801-968-9081

1299	NDSD Mutton Hollow	4,393,198	UT	91%	North Davis County Sewer D	(801) 825-0712
1304	HAFB - TAMS Infrastructure Project	2,891,086	UT	51%	Navigator International	334-348-1550//Office
1306	Pump Station No. 3 Discharge Raise	157,255	UT	99%	Compass Minerals	
1319	Millville City Sewer System Replacement	29,358,700	UT	4%	Millville City	435-750-0924 |Office
1322	West Davis Corridor UDOT S-R 100	3,070,344	UT	99%	North Davis County Sewer D	(801) 825-0712
1324	BHMH System Separation Compliance	888,030	UT	66%	American Water Enterprises	856-955-4001
1329	4700 South Outfall Sewer Phase 1	14,641,065	UT	9%	Kearns Improvement Distric	801-968-1011
1334	AW - MSA Sewer aomm000419.076	804,268	UT	29%	American Water Enterprises	856-955-4001
1341	North Salt Lake Pipeline Replacement	7,749,450	UT	6%	Weber Basin Water Conserv	801-771-1677
1342	PRF1238 HAFB 1102 Waterline	165,220	UT	99%	American Water Enterprises	856-955-4001
1354	AW West Apron Waterline aomm00041!	455,608	UT	2%	American Water Enterprises	856-955-4001
1356	Murray Winchester Waterline	1,478,256	UT	12%	Murray City Corporation	
1357	AW SIAB Waterline R&R aomm000419.C	295,510	UT	1%	American Water Enterprises	856-955-4001
1359	Mountain Green I-84 Sewer Crossing	2,730,569	UT	23%	Wasatch Peaks Ranch, LLC	303-349-1949
1365	Southwest Lift Station Force Main	1,913,425	UT	1%	Provo City Public Works	801-852-6701
1368	Hill AFB SVRPI Phase 1	3,787,790	UT	1%	American Water Enterprises	856-955-4001
1374	Hill Field Replacement	11,373,240	UT	1%	North Davis County Sewer D	(801) 825-0712
1377	Building 36 Sewer	518,655	UT	1%	American Water Enterprises	856-955-4001
1378	HAFB Arsenal Waterline Restoration	108,890	UT	1%	American Water Enterprises	856-955-4001
3021-015	Pacificorp 2021	441,000		70%		
3021-016	Cutler Surge Tank Anchor Upgrades	1,797,277		69%		
3022-028	Grace Plant Paving and Maintenance	362,440		95%		

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

WHITAKER CONSTRUCTION CO. INC.
PO BOX 430
BRIGHAM CITY UT 84302

EFFECTIVE **11/30/2017**
EXPIRATION **11/30/2023**

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

227757-5501 **Contractor With LRF**

B100, E100

DBAs: None Associated

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

WHITAKER CONSTRUCTION CO. INC.
PO BOX 430
BRIGHAM CITY UT 84302

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: **11/30/2017**

EXPIRATION DATE: **11/30/2023**

ISSUED TO: **WHITAKER CONSTRUCTION CO. INC.**
PO BOX 430
BRIGHAM CITY UT 84302

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

227757-5501 **Contractor With LRF**

DBAs: None Associated

B100, E100

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

LICENSE NO.: BL-00046683
DATE ISSUED: 02/23/2023
EXPIRES: 03/16/2024

BUSINESS LICENSE

LICENSE YEAR: **2023**

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.

BUSINESS OWNER: WHITAKER CONSTRUCTION CO INC
BUSINESS LOCATION: 1506 S SILICON WAY
TYPE OF BUSINESS: GENERAL BUILDING CONTRACTOR

NAME: WHITAKER CONSTRUCTION CO INC

Angie Jessop

CITY LICENSE OFFICER

THIS LICENSE IS NOT TRANSFERABLE BETWEEN OWNERS AND/OR LOCATIONS

PROJECT EXPERIENCE

WHITAKER CONSTRUCTION CO.

The following is a list of the major projects Whitaker Construction has ongoing or completed in the last twenty (20) years
Natural Gas
Trenchless
Earthwork
Treatment Plant
Wet Utilities

Dates Started	Completed	Description of Work	Dollar Value of Project	Client Name/Address Contact Individual/Telephone Number	Design Engineer Name / Address Contact Individual/Telephone Number
Dec-22	Ongoing	**Canyon View Lift Station 2022** Scope of project includes the construction of a new wet well lift station, valve vault, building, and all related piping, pumps, valves, and appurtenances. Project also includes the demolition/ abandonment of the Monte Verde Lift Station located near 5885 West Old Hwy Road.	$1,139,121	**Mountain Green Sewer Improvement District** 5455 West Old Highway Road Morgan, UT 84050 Contact: Jeremy Sorenson 801-876-3416 Manager@mgsid.com	**Sunrise Engineering, Inc.** 1481 East 5600 South, Ste E101 Ogden, UT 84403 Contact: Jared Andersen 801-528-1141 jandersen@sunrise-eng.com
Dec-22	Ongoing	**4700 South Outfall Sewer Phase 1** Construction of a new sanitary sewer outfall pipeline with a total length of 10,420-feet, including 6,380-feet of 36-inch GFRP, 1,904-feet of 48-inch GFRP, and 1,568-feet of 60-inchGFRP, siphons consisting of three parallel fused HDPE pipes under the Jordan River constructed by open excavation methods. Project includes installation of manholes, junction boxes, conflict boxes, relocating 662 feet of 8-inch PVC sewer, relocating 270 feet of 10-inch PVC sewer, relocating 563 feet of 10-inch PVC waterline, 52 feet of 60-inch RCP storm drain, flume and meter vault, restoration of pavement and surface improvements in UDOT and local rights-of-way, sewer bypass, and connection to existing systems. The project includes electrical and telemetry wiring for the meter vault.	$14,663,760	**Kearns Improvement District** 5350 West 5400 South Kearns, UT 84118 Contact: James "Woody" Woodruff (801) 968-1011	**Hansen, Allen, & Luce, Inc.** 859 West So Jordan Pkwy - Ste 200 South Jordan, UT 84095 Contact: Gregory Thomas 801-566-5599
Aug-22	Ongoing	**Final Effluent Pump Station** The Project consists of a new Final Effluent Pump Station including four pump bays with isolation slide gates, three vertical turbine pumps in a rectangular wet well application (4th bay set as future) facilitating both gravity and pressure flow via a slide gate/control valve system; gravity bypass valve vault; large diameter buried RCP and welded steel piping; the replacement of the irrigation return/storm drain/final effluent ditch and piping with varying diameter RCP (former final effluent line repurposed as over-flow to Farmington Bay); demolition of the existing drying beds and subsequent grading.	$20,734,000	**North Davis Sewer District** 4252 West 2200 South Syracuse, UT 84075 Contact: David Hatch (801) 825-0712 dhatch@ndsd.com	**Jacobs** 6440 S. Millrock Drive, Suite 300 Holladay, UT 84121 Contact: Lori Larsen 385-474-8533 Lori.Larsen1@jacobs.com
Nov-22	Onging	**Millville Sewer Project** The construction of approximately 85,000 feet of gravity sewer 8" and 18" PVC SRR35 collection mains, a 1-million-gallon per day lift station at a depth of roughly 35ft, 27,000 feet pressurized/ gravity transmission mains from Millville to Hyrum, the connection to the existing sanitary sewer connection, and the connection of approximately 700 sewer laterals from the homes to the sewer main. This project includes crossing the Blacksmith Fork River and trenches ranging from 8 feet to over 20 feet in soils ranging from clay-siltsto cobbles without fines.	$29,358,700	**Millville City** 510 East 300 South Millvile, UT 84326 Contact: Corey Twedt 435-750-0924 ctwedt@gmail.com	**Franson Civil Engineering** 115 Golf Course Road, Suite D Logan, UT 84321 Contact: Tyler Withers 435-754-7661 twithers@fransoncivil.com
Jun-22	Ongoing	**Jordan River Siphon and District Outfall Line** The construction of a three (3) barrel siphon (26-inch and 28-inch HDPE pipe approximately 154 feet long) crossing the Jordan River and constructing 1,725 linear feet of 42-inch FRPgravity sewer in high ground water conditions from approximately 1100 West 3900 South to 900 West Carlisle Park Lane in Taylorsville, Millcreek and South Salt Lake City, Utah. The project also includes constructing an air jumper for the siphon, siphon inlet and outlet structures, trenchless construction using guided bore technology crossing 3900 South, sewer manholes, Palmer-Bowlus flow meter, meter enclosure structure, field restoration, landscape restoration, and asphalt road restoration.	$6,909,330	**Taylorsville Bennion Improvement District** 1800 W 4700 S Taylorsville, UT 84129 Contact: Mark Chalk (801) 968-9081	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Brent Packer 801-495-2224 bpacker@bowencollins.com
May-22	Oct-22	**NDSD West Davis Corridor** This was a sewer relocation project for North Davis Sewer District. The reason for the sewer relocation work was due to UDOT's new construction of the West Davis Corridor going in West of I-15 in Davis County. The project consisted of 3,014 LF of 48" Hobas pipe up to 18" deep and the installation of 12 - 72" MHs. It required 3 different Bypass Setups.	$3,681,870	**Farmington Bay Contractors / Ames** 3737 West 2100 South West Valley City, UT 84120 Contact: Greg Neff (801) 977-8012 gneff@amesco.com	**Brown and Caldwell** 6975 Union Park, Suite 490 Salt Lake City, UT 84047 Contact: Marianna Sochanska 801-316-9815 msochanska@brwncald.com
May-22	Dec-22	**Bonneville County Peterson Hill Landfill Phase 4 Expansion** This project consisted of major earth moving to clear approximately 300,000 cubic yards of soil and rock to make the cell ready for a 3 part liner. Project also included installation of approximately 800,000 square feet of liner, resurfacing of the access road and drainage ditches, and installation of approximately 2000 feet of leachate pipe.	$5,890,285	**Bonneville County** 605 N. Capital Avenue Idaho Falls, ID 83402 Contact: Lance Bates 208-529-1290 lbates@co.bonneville.id.us	**Great West Engineering** 2501 Belt View Avenue Helena, MT 59604 Contact: Stephanie Beckert 406-439-9280 sbeckert@greatwesteng.com
May-22	Ongoing	**NDSD Mutton Hollow Replacement** Removal, and replacement and abandon-in-place, pressure grouting, of existing manhole(s) and gravity sewer. Open-cut construction of 3,000 feet of 30-inch diameter CCFRP and 12-inch PVC gravity sewer Cleaning of sewer pipes, manholes and structures, CCTV inspection, bypass pumping, etc.	$4,369,065	**North Davis Sewer District** 4252 West 2200 South Syracuse, UT 84075 Contact: David Hatch (801) 825-0712 dhatch@ndsd.com	**Brown and Caldwell** 6975 Union Park, Suite 490 Salt Lake City, UT 84047 Contact: Marianna Sochanska 801-316-9815 msochanska@brwncald.com

Mar-22	Ongoing	**Malad City Wastewater Treatment Upgrades** This project consists of the construction of: 3,120' of 18-inch PVC gravity sewer main; a new influent submersible lift station; 4,460' 10-inch PVC pressure sewer main with a boring; three HDPE lined aerated lagoons; two HDPE lined winter storage lagoons; a chlorination disinfection system and operations building; a vertical turbine reuse pump station; a 42-inch chlorine contact pipe; miscellaneous irrigation piping, valves, and flow meters; four irrigation center pivots; electrical and control systems; site fencing; and miscellaneous site improvements.	$11,302,000	**Malad City** 59 Bannock Malad, ID 83252 Contact: Tyler Webster 816-344-4494 maladcitypublicworks@gmail.com	**J-U-B Engineers** 275 South 5th Avenue, Suite 220 Pocatello, ID 83201 Contact: Jon Farrell 208-232-1313 jfarrell@jub.com
Jul-20	Nov-21	**SR-59 Passing and Turn Lanes** This project consists of a northbound passing lane between Apple Valley and Hildale, a southbound passing lane between Apple Valley and Hurricane, turn lanes at the intersection of Apple Valley Main Street and SR-59, and shoulder improvements along the corridor. 27,778 cu yd of excavation, 15,761 cu yd of borrow, 16,073 tons of asphalt, 928 ft of 24"-48" CMP drainage pipe.	$4,360,439	**Utah Department of Transportation Region 4** 210 W 800 S Richfield, UT 84701 Contact: Christopher Hall (435)592-4243 cdhall@utah.gov	**Region 4 Preconstruction Engineer** 210 W 800 S Richfield, UT 84701 Contact: Branden E. Anderson branden@utah.gov
Jan-21	Mar-22	**Gate 23 to 1500 East Box Culvert Project** This project consisted of the construction of approximately 2,800 lineal feet of 7-foot wide by 6-foot high concrete gasketed box culvert. Also included are the removal of the existing frontage road bridge over the canal, connection to and modification of 2 existing turnouts, surface restoration, excavation, importing backfill material, compaction, miscellaneous transition structures, connection to existing box culvert, and all associated appurtenances.	$2,427,426	**Davis & Weber Counties Canal Company** 138 West 1300 North Sunset, UT 84015 Contact: Rick Smith (801) 774-6373 ricks@davisweber.org	**J-U-B Engineers** 466 North 900 West Kaysville, UT 84037 Contact: Jonathan Frazier 801-808-5973 jfrazier@jub.com
Oct-21	Aug-22	**3000 E Storm Drain/ 3000 E Widening From 1580 S to Mall Drive** This two part project consists of roadway improvements, concrete curb and gutter, sidewalk, pedestrian access ramps, storm drain outfall pipe and structures, traffic signal modifications, signing and striping. Work consists of 2,700 ft of new road, 4,400 ft of 8"-12" PVC waterline, 920 ft of 8" sewer, 1,800 ft of 18"-60" reinforced concrete pipe, and 3,200 ft of 84"-96" reinforced concrete pipe.	$9,890,415	**City of St. George** 175 East 200 North St. George, UT 84770 Contact: Tom Skrocki (435) 703-0971 tom.skrocki@sgcity.org	**Mainline Engineering** 321 North Mall Drive Suite T101 St. George, UT 84790 Contact: Phil Giles (435) 669-4810 pgiles@mainline-eng.com
Sep-21	Dec-22	**Traverse Transmission Line Improvements Project** This project consists of the construction of two new mainline valve vaults, one check valve vault, a cathodic protection system with test stations, and associated 24" welded steel piping along the existing 24" Traverse Transmission Line. It includes the removal of six existing valve vaults and corresponding air valve manholes.	$2,698,760	**Draper City Corporation** 1020 East Pioneer Road Draper, UT 84020 Contact: Robert Markle (801) 576-6360 robert.markle@draperutah.gov	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Ryan Egbert (801) 495-2224
Sep-21	Apr-22	**JBLM R&R - 2021 Collection System Rehab** This project consists of performing sewer line cleaning and closed-circuit television video inspection of approximately 28,000 linear feet of gravity collection sewer lines, in order to reveal the condition of the existing sewer. Install a cured-in-place-pipe liner for approximetly 11,000 linear feet of sewer line, ranging in size from 8-inch to 30inch in diameter, using a polyester resin impregnated CIPP liner. Perform heavy cleaning, reinstate all sewer laterals, perform video inspection after CIPP process, and bypass pumping.	$1,869,388	**American Water** 1 Water Street Camden, NJ 08102 Contact: Stephen Anderson P.E. (253)209-2305 stephen.anderson@amwater.com	Alternative delivery design build
Sep-21	Jul-22	**Weber West Pump Station** This CMGC project will increase the water delivery capacity to western Weber County with the installation of three horizontal split case pumps, providing a firm capacity of 4,500 gpm. The pump station will also provide on site sodium hypochlorite generation.	$3,511,336	**Weber Basin Water Conservancy District** 2837 E Highway 193 Layton, UT 84040 Contact: Casey Potter (801)771-1677 cpotter@weberbasin.com	**Advanced Engineering and Environmental Services, LLC** 3400 N Ashton Blvd Suite 105 Lehi, UT 84043 Contact: Brian Gaddie (801)331-8489
Dec-21	Dec-22	**Cold Springs Transmission Pipeline Rehabilitation** This project is to improve the stability and extend the life of the existing 30-inch diameter pressurized water line, constructing a new connection vault at the tank site, connecting to both ends of a section of the existing 30-inch HDPE pipe, and constructing a new drain on the 30-inch pipeline.	$2,149,370	**Spanish Fork City** 40 South Main Street Spanish Fork, Utah 84660 Contact: Byron Haslam 801-804-4595 bhaslam@spanishfork.org	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Brian Romrell 801-495-2224
Jun-21	Jun-22	**Solid Waste Management Facility - North Slope Final Cover** This project consist of clearing and grubbing, installing intermediate soil cover to true-up the shape of the slopes and installing a 4-foot thick evapo-transprative soil cover on approximately 40 acres of the landfill. Assembly and installation of new landfill gas collection system, including installation of piping, new vertical wells, new wellheads, and extending and connecting existing horizontal vertical wells and connecting to the north header per the plans.	$3,329,320	**Salt Lake City Community and Neighborhood** 451 South State Street Salt Lake City, Utah 84111, US Contact: Blake Thomas (801)535-7673 Blake.Thomas@slcgov.com	**Salt Lake City Engineer Division** 349 South 200 East, Suite 600 Salt Lake City, Utah 84111 Contact: Eric Casperson, P.E. (801)535-7995 eric.casperson@slcgov.com
Jan-22	Jun-22	**Provo River Diversion Rehabilitation Project** Work consists of rehabilitation of the existing concrete Provo River Diversion including, but not limited to, demolition of existing concrete structures, construction of new screen structure, replacement of existing radial gate, construction of fish ladder, HDPE lining of existing canal alignment, installation of flow meter structure, electrical and controls, security cameras, fencing, and site restoration.	$3,049,637	**Provo City Water Resources** 1377 S 350 E Provo, UT 84603 Contact: Shane Jones (801)852-6773 sjones@provo.utah.gov	**Hansen, Allen & Luce, Inc.** 6771 S 900 E South Jordan, UT 84095 Contact: Michael Chambers (801)803-1828 mchambers@halengineers.com

Aug-21	Ongoing	**Exchange Park Sewer Upgrade Project** This project consists of all the labor, materials, tools, and equipment necessary to construct approximately 4,170 linear feet of 8 to 27-inch PVC sewer lines including 18 manholes, 70 lateral econnections, 13 trench dikes, fittings, dewatering, etc. and other improvements.	$4,244,870	**Provo City Corporation** 1377 S 350 E Provo, UT 84603 Contact: Dave Torgersen (801) 852-6701 dtorgersen@provo.org	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Brent Packer 801-495-2224
Jul-21	Ongoing	**Provo Southwest Lift Station Project** Includes the excavation, dewatering, necessary shoring, grading, yard piping, wet well and dry pit concrete structures; building construction including concrete, CMU, plumbing, electrical and HVAC, piping and standby generator; dry-pit submersible pump station, including suction and discharge piping and instrumentation; and site improvements including pavement, driveway, drainage improvements, and perimeter fencing with access gate. Splitter box, pump station dry pit, and wet wells will be constructed of cast in place concrete. Electrical building will be constructed of CMU and will be the only above-ground structure. Construction will include installing three (3) pumps in this phase while allowing for the future installation of one additional pump. The wet wells are trench-style and designed for self-cleaning operations. An outdoor diesel standby generator with base-mounted diesel fuel storage tank will be included.	$11,048,000	**Provo City Corporation** 1377 S 350 E Provo, UT 84603 Contact: Dave Torgersen (801) 852-6701 dtorgersen@provo.org	**Waterworks Engineers** 1955 W. Grove Parkway, Suite 102 Pleasant Grove, UT 84602 Contact: Wayne Faucett (801) 785-5600
Jul-21	Ongoing	**NDSD Final Effluent Pipeline Project** The Project consists of a new final effluent pipeline and outfall and includes approximately 6.25-miles of buried 63-inch OD HDPE pipeline, multiple stainless steel air vents, a cast-in-place outfall structure, a grouted riprap and earthen channel, traffic control to facilitate construction, revegetating and restoring surfaces (including wetlands).	$31,675,000	**North Davis Sewer District** 4252 West 2200 South Syracuse, UT 84075 Contact: David Hatch (801) 825-0712 dhatch@ndsd.com	**Jacobs Engineering** 4246 South Riverboat Road, Suite 210 Taylorsville, UT 84123 Contact: Jeff Evans 435-724-3892 jeff.evans@jacobs.com
Jul-21	Jan-22	**Westland Noorda College of Osteopathic Medicine Offsite** The Project consists of approx. 1600' of 24" PVC Sewer from Provo's Wastewater Treatment Facility to the new college campus being constructed by Westland Construction and is inclusive of extensive dewatering and digging in the road way containing main existing utilities. Also includes a 120' and 40' bore.	$2,261,912	**Westland Construction** 1411 West 1250 South Suite 200 Orem, UT 84058 Contact: Kyle Terry 801-404-0334 kterry@westlandconstruction.com	**Civil Solutions Group** 669 North 1890 West #47b Provo, UT 84601 Contact: Collin Fawcett 801-874-1432
Mar-21	Apr-22	**6200 South Pump Station** This project includes connecting to an existing 30' steel pipe stub out from an existing flow control valve vault, the construction of two valve vaults for isolation of 30" steel and 30" ductile iron pipe. The construction of a new 1,920 square foot pump station that will include four 400 HP pumps and associated mechanical and electrical equipment. The project also includes the installation of a 4,000 gallon surge tank within the pump station, a new 1,500 kW backup generator, including replacing manual transfer switches with automatic transfer switches, and relocating the existing generator.	$4,097,730	**Kearns Improvement District** 5350 West 5400 South Kearns, UT 84118 Contact: Greg Anderson 801-513-4726 ganderson@kearnsid.org	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Andrew McKinnon 801-495-2224
Mar-21	Dec-21	**HP Trunk Sewer Rehabilitation Project** This Project includes rehabilitation and construction of approximately 2,665 linear feet of 30-inch diameter sewer main by Cured-In-Place (CIPP) method, 2,410 linear feet of 42-inch diameter sewer trunk rehabilitation by slip-lining the existing 42-inch RCP with 36-inch pipe, and rerouting of approximately 340 linear feet of 30-inch sewer main. The project also includes manhole rehabilitation, existing sewer service line reconnections, manhole removals, and other related work	$3,476,804	**Boise City** 150 N. Capitol Blvd Boise, ID 83702 Contact: Richard T Wiebe (208) 608-7150 rwiebe@cityofboise.org	**J-U-B Engineers** 250 Beechwood Dr # 201 Boise, ID 83709 Contact: Phillip H. Krichbaum (208) 376-7330
Feb-21	Jul-22	**West Interchange Sewer Trunkline** This is an CM/GC Project which consists of the installation of roughly 20,000 LF of 15"-36" PVC gravity sewer pipe. Also installing 65 Manholes. Project also consists of 3 different bores. One is a 30" guided auger bore, 48" guided auger bore and a 54" guided auger bore.	$9,148,637	**Spanish Fork City** 40 South Main Street Spanish Fork, UT 84660 Contact: Keith Broadhead (801) 804-4551 kbroadhead@spanishfork.org	**Sunrise Engineering** 1180 N Mountain Springs Pkwy Springville, UT 84663 Contact: Parry Osborn 801-704-5220
Feb-21	Sep-21	**Southwest Regional Lift Station** This project consists of the construction of a wet well/dry well cast-in-place structure and CMU control buildling. Installation of 2,000-lf of 10" HDPE force main, 2,500-lf of 12" PVC gravity sewer, 2,800-lf of 12" water line and all appurtenances. This project also includes two highway directional bore for 20" casing pipe.	$3,149,990	**Spanish Fork City** 40 South Main Street Spanish Fork, UT 84660 Contact: Keith Broadhead (801) 804-4551 kbroadhead@spanishfork.org	**Sunrise Engineering** 1180 N Mountain Springs Pkwy Springville, UT 84663 Contact: Devan Shields 801-704-5220
Jan-21	Aug-21	**Lakeview Parkway North Sewer Project** Installation of approximately 5,373 linear feet of 27-inch, 21-inch, 12-inch, 10-inch SDR-35 PVC Pipe, associated manholes, electrical and steel casings.	$4,725,614	**Provo City Corporation** 1377 S 350 E Provo, UT 84603 Contact: Dave Torgersen (801) 852-6701 dtorgersen@provo.org	**Horrocks Engineers** 2162 W Grove Pkwy #400 Pleasant Grove, UT 84062 Contact: David Dillman (801) 763-5100

Jan-21	Oct-21	**NDSD 1800 North** This project consists of open-cut construction of 12-inch PVC, 7,900-feet of 18-inch and 20-inch diameter FRP gravity sewer in UDOT and public rights-of-way and in NDSD easements across private property. Trenchless installation of 30-inch diameter casing pipe and 18-inch FRP carrier pipe crossing UTA tracks and UPRR tracks in UDOT ROW. Abandon-in-place, removal, and replacement of existing manhole(s) and gravity sewer. Cleaning of sewer pipes, manholes, and structures, CCTV inspection, bypass pumping, traffic control, excavation and backfilling, and surface restoration.	$7,478,258	**North Davis Sewer District** 4252 W. 2200 S. Syracuse, UT 84075 Contact: David Hatch (801) 825-0712 dhatch@ndsd.com	**Brown & Caldwell** 6975 Union Park Center, Suite 490 Midvale, UT 84047 Contact: Marianka Sochanska (801) 316-9800
May-20	Aug-20	**Burch Creek Sewer** This project included installing 975 feet of 30-inch PVC sewer and 1,325 feet of 24-inch PVC sewer in high ground water and numerous utilities, also included with the project was 1,045 feet of 15" & 18" UV Cured-in-Place Pipe, which required bypass pumping and lining under Riverdale Road. 1 jack & bore crossing under Burch Creek.	$1,873,700	**Central Weber Sewer Improvement District** 2618 Pioneer Road Ogden, UT 84404 Contact: James Dixon (801) 731-3011 jamesd@centralweber.com	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Brent Packer 801-495-2224
Mar-20	Sep-21	**US-89 Waterline** Relocation/Replacement of 5,700-ft of 24" DI, 8,900-ft of 30" & 36" WSP, 19,400-ft of 6"-24" PVC and 9,300-ft of 6"-30" HDPE pipe for WBWCD and US BOR. The DI/WSP Transmission Line Work includes (5) new valve vaults, (4) meter vaults and connections to the existing system. The project included 2,400-ft of 20"-42" Steel Casing trenchless crossings of UDOT US-89, pipe abandonment, removal of existing lines and coordination with project phasing to allow US 89 reconstruction to occur.	$18,013,857	**Oak Hills Constructors** 1000 N. Warm Springs Rd. Salt Lake City, UT 84116 Contact: Ryan Pittson (385) 351-2208 rpittson@wadsco.com	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Jordan Oyler 801-495-2224
Feb-20	Apr-21	**North Area Relief Sewer Project** This project includes installing 8,740 feet of 18-inch PVC sewer force main and 4,550 feet of 36-inch PVC gravity sewer in high ground water conditions with connections to existing lift stations and onsite treatment facility, 3 trenchless guided bore crossings totaling 366 feet of 30-inch steel casing, 1 open cut creek crossing, abandonment of an existing sewer lift station, abandoning 6 sewer manholes, 5 sewer lateral extensions/reconnections, 5 air/vac valve manholes, 15 sewer manholes, including field and asphalt restoration.	$8,880,402	**Central Weber Sewer Improvement District** 2618 West Pioneer Rd. Ogden, UT 84404 Contact: Kevin Hall (801)731-[illegible]. kevinh@centralweber.com	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Brent Packer 801-495-2224
Feb-20	Apr-21	**East Outfall Sewer Project** Open-cut construction of 1,350-ft of 8-inch PVC and 7,000-ft of 30-inch diameter Hobas FRP gravity sewer in public Rights-of-Way (ROW) and in NDSD Easements across private property. Removal and Replacement of existing 21-inch and 24-inch diameter gravity sewer and manholes in both public ROW and in NDSD Easements across private property. Open-cut construction of 4,100-ft of 12-inch diameter FRP gravity sewer in UDOT ROW. Abandon-in-place, removal and replacement of existing manhole(s) and gravity sewer in public ROW, UDOT ROW, UTA ROW, and NDSD easements in both public ROW and NDSD easements. Location, inspection, open-cut construction and reconnection of existing service laterals to constructed sewers in existing and new alignments. Cleaning of sewer pipes, manholes and structures, CCTV inspection, bypass pumping, traffic control, excavation and backfilling, and surface restoration.	$10,833,599	**North Davis Sewer District** 4252 W. 2200 S. Syracuse, UT 84075 Contact: David Hatch (801) 825-0712 dhatch@ndsd.com	**Brown & Caldwell** 6975 Union Park Center, Suite 490 Midvale, UT 84047 Contact: Marianka Sochanska (801) 316-9800 msochanska@brwncald.com
Jul-20	Jul-21	**Hyrum Water Reclamation Facility MBR Upgrade** This project consists of upgrades to the existing city WRF plant in both processes and size. The plant upgrades involved new air piping throughout, an influent lift station rebuild, MBR replacement and upgrades in three existing basins and one new basin, and headworks screen replacement including a new screw press and compactor. Work was all performed tested and commissioned while maintaining operation through the existing plant.	$4,273,987	**Hyrum City** 60 W Main Street Hyrum, UT 84319 Contact: Kevin Maughan 435-881-0562	**Aqua Engineering** 533 W 2600 S Suite 275 Bountiful, UT 84010 Contact: Justin Logan 801-299-1327 justin.logan@aquaeng.com
Dec-19	Nov-20	**Provo Airport Expansion** The project consisted of installing 4,132' of 12" PVC sewer, 925' of 15" PVC Sewer, 820' of 8" PVC sewer, 260' of 18" PVC and 1,280' of 6" HDPE Force Main Sewer. This project also included the construction of an 84" Manhole Lift Station with a Valve Vault Meter. Whitaker completed 3 bores under Lakeview Parkway consisting of one bore that was approximately 150' of 30" sewer casing and two 75' waterline bores with 24" casing. This also included sewer work in the roadways, asphalt and landscape restoration, an open cut waterway crossing, and high ground water levels with dewatering. A portion of the work completed in this project fell within the FAA regulated airport zone.	$2,919,155	**Provo City Corporation** 1377 S 350 E Provo, UT 84603 Contact: Dave Torgersen (801) 852-6701 dtorgersen@provo.org	**Horrocks Engineers** 2162 W Grove Pkwy #400 Pleasant Grove, UT 84062 Contact: David Dillman (801) 763-5100
Jul-20	Nov-21	**Cougar Lane Sewer Project** This project consisted of upgrading 4 existing water delivery vaults with new meters to deliver real-time information to meet State requirements. Improvements to the vaults were mainly the addition of a mag meter and any required modifications to install the meter. One meter required a new isolation valve before the vault tear down. It had to be done in a tight window of fewer than 8 hours to bring the main back in service as fast as possible. New wall penetrations were installed on both sides of the vault and connected to a new valve on the upstream side and tied back to existing pipe on the downstream side. One meter was located in a 48" manhole and required our crew to be work in tight spaces.	$2,078,066	**Kearns Improvement District** 5350 W 5400 S Kearns, UT 84118 Contact: Greg Anderson 801-968-1011 Ext. 207 ganderson@kearnsid.org	**J-U-B Engineers** 392 East Winchester Street, Suite 300 Salt Lake City, UT 84107 Contact: Christina Osborn 801-886-9052
Aug-19	Dec-20	**Vineyard City Center Street Overpass** This project consisted of 1,373' of 15"-24" RCP Storm Drain Pipe	$3,308,633	**Wadsworth Brothers** 1350 E. Draper Parkway	**J-U-B Engineers, Inc.** 240 West Center Street, Suite 200

Work, Demo Concrete, and 5,600-CY MSE Wall Installation

Draper, UT 84020

Contact: Thomase Heneghan
801-224-3824
thenegan@wadbro.com

Orem, UT 84057

Contact: Craig Friant
801-226-0393
cjf@jub.com

Feb-19	May-22	**Compass Minerals East Pond Dike Raising** This project consisted of raising the East Pond Dike 1.5-2.0 feet depending on the area. Volume Drilled/Blasted/Hauled – 571,700 yd3, Dike Length to Raise – 189,552 feet (35.9 miles)	$4,226,221	**Compass Minerals** 9900 West 109th St., Suite 100 Overland Park, KS 66210 Contact: Tom Burton 801-388-9639	
May-20	Ongoing	**Belt Line 32 Replacement** Retire approximately 3,750 linear feet of 10-inch steel belt line and install approximately 15,000 linear feet of 16-inch steel pipe as part of the Belt Line 32 Replacement which spans along 600N/700 N from 1000 West to 2200 West to the Flyer Way Station in Salt Lake City. The crossings at I-215, Redwood Road and the Jordan River will be done by HDD.	$8,115,215	**Dominion Energy** 1140 West 200 South Salt Lake City, UT 84145 Contact: Carrie White (801) 324-3710	**Dominion Energy** 1140 West 200 South Salt Lake City, UT 84145 Contact: Steve Clausen
May-20	Oct-20	**Snowpine Lodge IHP** Reinforce intermediate high pressure (IHP) main lines and service lines located on Little Cottonwood Canyon. Install approximately 5,605-feet of 6-inch plastic IHP main. Retire approximately 805-feet of 3-inch plastic main, 2,670-feet of 2-inch plastic main, and 1,760-feet of 1 1/4-inch plastic main. Install approximately 8 service line test and ties for 2-inch, 1 1/4-inch, 3/4-inch services. Perform 4 service line replacements. Install the excess flow valves.	$1,129,963	**Dominion Energy** 1140 West 200 South Salt Lake City, UT 84145 Contact: Tasha Christensen (801) 324-5079	**Dominion Energy** 1140 West 200 South Salt Lake City, UT 84145 Contact: Travis Ketchum
Jun-18	Oct-20	**I84, I86 Salt Lake System Interchange** Cut/Fill 383,580 cubic yards of dirt. Moving 130,670 cubic yards of blasted rock. Placing 126,082 Ton of granular sub-base. Placing 72,771 Ton of ¾" Road Base. Constructing 16,125 SF of MSE Wall. Removal of 79,903 SY of Asphalt Paving. Removal of 25,179 SY of Concrete Paving.	$8,589,874	**Wadsworth Brothers Const.** 13526 South 110 West Draper, UT 84020 Contact: Linn Bogart (801) 576-1453 lbogart@wadsbro.com	
Jun-19	Oct-20	**I-15; SR232 to I-84 Lane Gain** All roadway excavation and replacement of the structural roadway aggregate sections (granular borrow and untreated base course). Concrete and asphalt pavement removals.Precast and cast-in-place barrier removals. Wall excavation and backfill (five retaining walls and two MSE walls). Storm drain and storm drain box installation (oversight – subcontracted to Geneva). CIPP Pipe lining. Base preparation for concrete sidewalk, flatwork, and curb/gutter. Topsoil removal, salvage, and reinstallation.	$13,457,783	**Ralph Wadsworth Construction** 166 E 14000 S, #200 Draper, UT 84020 Contact: Jared Whitaker (801) 553-1661 jwhitaker@wadsco.com	
Jul-19	Oct-19	**North Valley Landfill Cell #2 Liner Installation** [illegible] includes preparation of site soils, installation of reinforced GCL, 60-mil HDPE liner, needle punch geofabric, perforated HDPE pipe, drain rock, and Drain Mat to serve as a liner system for a municipal solid waste landfill. Work includes the placement of protective cover soils and placement of Slag / Bank Run Gravel.	$1,187,680	**Logan City** 290 N 100 W Logan, UT 84321 Contact: Tyler Richards 435-716-9756 tyler.richard@loganutah.org	IGES Inc. 2702 S 1030 W, Suite 10 Salt Lake City, UT 84119 Contact: Brett Mickelson 801-270-9400 brettm@igesinc.com
Aug-19	Nov-19	**Lonestar- Reynolds** Cut/Fill and topsoil striping project with 637,000 CY	$1,912,000	**Seefried Industrial Properties** 2201 East Camelback Rd, Suit 225B Phenix, AZ 85016 Contact: Corbin Bennion (801) 713-3000	**Dominion Engineer Associates, L.C.** 5684 South Green St Murray, UT 84123
May-19	Jun-20	**Skyridge Subdivision Development** This project includes the development of 3 separate subdivisions, containing 132 homesites combined. Project work includes pioneering new roadways, installation of all new utilities, site concrete and road surfaces.	$9,730,471	**Skyridge Development, LLC** 1960 Sidewinder Drive, Suite 205 Park City, UT 84060 Contact: Chad Sauer 435-214-7410 chad@skyridgeparkcity.com	**Jack Johnson Consulting** 1910 Prospector Avenue Suite 200 Park City, UT 84060 Contact: Jack Johnson 435-645-9001
May-19	Oct-19	**Dominion Energy - 2019 Regulator Stations** This project consisted of the demolition and reconstruction of 4 different pressure regulating stations. One in each of the following Utah locations; Grantsville, Bountiful, Ogden, and Urie. At each regulator station new high pressure pipe and valving was installed along with new surface improvements and fencing.	$988,000	**Dominion Energy** 1140 West 200 South Salt Lake City, UT 84145 Contact: Kyle Savory (801) 230-2746	**Dominion Energy** 1140 West 200 South Salt Lake City, UT 84145
Dec-19	Jul-21	**DFCM GMP13.04 Prison Work** This project includes the construction of a new sanitary sewer pump station, sewer headworks structure, water pump station and a 2 MG water storage tank.The project requires excavation, shoring, and dewatering for the 35 ft deep sewer pump station, several cast-in-place concrete structures, site utilities, new building facilities and all associated sitework.	$18,895,895	**Utah State Correctional Facility** 8200 West 1500 North Salt Lake City, UT 84115 Contact: Mike Ambre (801) 209-9104 mambre.uscf@utah.gov	**Horrocks Engineers** 2162 W Grove Pkwy #400 Pleasant Grove, UT 84062 Contact: Mark Atenchio (801) 763-5100

Nov-19	Apr-20	**Dry Creek Improvements at 10200 South** This project included construction of approximately 490 lineal feet of 6'x4' concrete box culvert, inlet and junction structures, dewatering, stream flow bypass , existing utility relocation, and traffic control.	$1,140,680	**Sandy City Public Utilities** 10000 Centennial Parkway Sandy, UT 84070 Contact: Tyler Shelley 801-568-7285	**Hansen, Allen & Luce** 859 W. South Jordan Pkwy STE. 200 South Jordan, UT 84095 Contact: Gregory J. Poole 801-566-5599
Oct-19	Dec-19	**Onieda Dam Concrete Replacement** This project included the selective demolition and replacement of 120 cubic yards of concrete on the surface of the Onieda dam along with associated preparation and reinforcing work. The project also included the construction of an access road to the bottom of the dam to access the work area.	$976,623	**PacifiCorp Energy - Power Generation** 1407 West North Temple, Ste 210 Salt Lake City, UT 84526 Contact: Stewart D. Edwards, P.E. (801) 220-4635 Stewart.Edwards@pacificorp.com	**AECOM** 45 Sego Lily Dr #101 Sandy, UT 84070
Sep-19	Jun-20	**Spanish Fork Santaquin Pipeline - Salem Reach** This project includes the installation of over 7,800 feet of 60" welded steel piping for a new water transmission main and 11,500 feet of HDPE piping ranging in diameter from 24" to 60" to relocate an existing canal system. Also required were blow-off, air vac and turnout facilities and extensive utility relocations and surface restoration.	$15,350,000	**Central Utah Water Conservancy District** 1426 E. 750 N. Suite 400 Orem, Utah 84097 Contact: Chris Hansen, P.E. (801) 226-7140 chrish@cuwcd.com	**Jacobs Engineering** 4246 South Riverboat Road, Suite 210 Taylorsville, UT 84123 Contact: Nathaniel Jones 385-474-8500
May-19	Jan-20	**1500 South Sewer Project** This project included the installation of 875ft of 15" PVC, and 4,500ft of 30" to 36" Diameter Hobas FRP sewer trunklines, sliplining of existing sewer lines with 6" and 18" HDPE SDR17, (28) 60" and 84" manholes with corrosion lining and the removal of 24 existing manholes. The project also required extensive bypass pumping, lateral and main connections and all associated restoration work.	$8,673,686	**Salt Lake City Corporation** 1530 South, West Temple Salt Lake City, Utah 84115 Contact: Jason Brown, P.E. (801) 483-6840	**Project Engineering Consultants** 986 West 9000 South West Jordan, UT 84088 Contact: Victor Godfrey 801-945-4240
Feb-19	Jul-22	**700 South Pump Station** This project consists of the construction of a new 25 MGD pump station, including excavation, dewatering, and sheet pile shoring for a 40 foot deep excavation. The pump station includes installation of pumps for current 7.3 MGD capacity with future expansion capacity to 25 MGD. The project also includes connection to two existing 24" force mains, diversion and odor control structures and a back-up power generation facility as well as all associated site improvements	$16,450,000	**Salt Lake City Corporation** 1530 South, West Temple Salt Lake City, Utah 84115 Contact: Jenni Oman, P.E. (801) 483-6900 Jenni.Oman@slcgov.com	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Brandon Wyatt 801-495-2224
Feb-19	Nov-19	**East Layton Pipeline Rehabilitation** This project included the rehabilitation of 7,000 feet of 30" to 27" diameter pipe with an HDPE tight fit liner as well as the demolition and construction of two new isolation valves. This project also consisted of the rehabilitation of a meter vault which facilities for floride injection.	$4,668,246	**Weber Basin Water Conservancy District** 2837 East Highway 193 Layton, Utah 84040 Contact: Mitchell Dabling (801) 771-1677 mitchell.dabling@jacobs.com	**CH2M Hill** 215 South State Street Salt Lake City, UT 84111 Contact: Mitchell Dabling 801-771-1677
Feb-19	May-19	**1500 West Pipeline Replacement Phase 2** This project consisted of installing 2,400 feet of pressure class 350 ductile iron pipe, ranging in diameters from 18" to 24". This project also included the installation of 360 feet of 12" RCP for storm drain with associated catch basins and combo boxes; as well as asphalt and concrete surface restorations.	$744,924	**Benchland Water District** 485 East Shepard Lane Kaysville, UT 84037 Contact: Scott Parsell (801) 451-2105	**J-U-B Engineers, Inc.** 466 N Kays Dr Kaysville, UT 84037 Contact: Josh Hogge (801) 547-0393 jhogge@jub.com
Apr-18	Nov-19	**HAFB Fireflow Upgrades Project/ Runway Loop** This project included the installation of over 5,500 feet of 16" diameter C900 PVC water pipe all associated water connections, as wells as surface asphalt, concrete and over 275,000 square feet of landscape site restoration.	$2,824,000	**American Water Corporation** PO Box 56250 HAFB, UT 84056 Contact: Colby Goodliffe (801) 695-9785 Colby.Goodliffe@amwater.com	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Kirk Bagely (801) 495-2224
Jan-19	Nov-19	**NCRS Debris Basin Rehabiltation Project** This project included removal of 3,100 cubic yards of deposited sediment, leveling the existing embankment tops and installation of 6,000 tons of road base, and three new grouted riprap spillways requiring 10,000 square feet of riprap. Finally, the project required the removal and replacement of trash racks surrounding outlet structures, and the repair of outlet pipes.	$1,611,832	**Ivins City NRCS** 55 North Main Street Ivins, UT 84738 Contact: Chuck Gillette 435-634-0689	**Bowen Collins & Associates** 20 North Main St, Suite 107 St. George, UT 84770 Contact: Cody Moultrie (435) 656-3299 cmoultrie@bowencollins.com
Aug-19	Sep-19	**Forest Grove WWTP Outfall Pipeline - Phase B** This project consisted of rehabilitation of 1,912 ft of 42" spirolite pipe by UVCIPP, replacement of 3 existing manholes with FRP manhole tees and installation of one new FRP manhole. The project also included removal and replacement of the WWTP sewer outlet in the Tualitin River which required cofferdam installation, dewatering, water controls, fish salvage and other in-water work to complete	$1,530,000	**Clean Water Services** 2550 SW Hillsboro Hwy Hillsboro, OR 97123 Contact: David Romilly, PE (503) 547-8198 RomillyD@CleanWaterServices.org	**Kennedy/Jenks Consultants** 421 SW 6th Avenue, Suite 1000 Portland, OR 97204 Contact: Rob Peacock 503-423-4000
Apr-19	Nov-19	**East Canyon Dam Catwalk** This project consisted of design, fabrication and installation of a new catwalk bridge to access the control valves at the base of East Canyon Dam. Due to the limited access a heavy lift construction helicopter was used to fly in the seperate catwalk sections at the base of the dam adjacent to the canyon cliffs.	$444,255	**Davis and Weber Counties Canal Company** 138 West. 1300 North Sunse, UT 84015 Contact: Rick Smith (801) 774-6373	**J-U-B Engineers, Inc.** 466 N 900 W Kaysville, UT 84037 Contact: 801-547-0393

Dec-18	**Nov-19**	**Domnion Energy- 4100 South IHP Replacement** This project included the installation of over 25,000 feet of intermediate high pressure gas piping. Pipe ranged from 2" to 6" in diameter. The project also included extensive asphalt, concrete flatwork, curb and gutter and landscaping.	**$2,439,000**	**Dominion Energy** 1140 West 200 South Salt Lake City, UT 84145 Contact: Kyle Savoy (801) 324-3954	
Oct-18	**Nov-19**	**CUWCD Meter Vault 1 Improvements** This meter vault reconstruction project required removal of the existing vault roofing and the replacement of a 24" potable water sleeve valve, 12" and 24" mag meters and all associated welded steel vault piping, as well as construction of a new cast-in-place concrete vault roof. The project also included removal and replacement of all landscaping on top of the existing meter vault.	**$1,585,000**	**Central Utah Water Conservancy District** 355 W. University Parkway Orem, UT 84058 Contact: Mike Whimpey (801) 226-7178 mwhimpey@cuwcd.com	**Carollo Engineers** 7090 Union Park Ave #600 Midvale, UT 84047 Contact: Tyler Bird 801-233-2500
Apr-18	**Nov-19**	**Willow Springs Lane- Phase II Sewer Project** This project included 4,300 feet of 18" PVC sewer main installation along with manholes, lateral connections and a 6' x 6' diversion structure. Deep excavation, narrow work areas and extensive traffic control was required to complete the work.	**$2,695,000**	**South Valley Sewer District** 1253 Jordan Basin Ln Bluffdale, UT 84065 Contact: Michael Foerster 801-571-1166 mikef@svsewer.com	**Bowen Collins & Associates** 154 E 14075 S Draper, UT 84020 Contact: Brent Packer, P.E. (801) 495-2224 bpacker@bowencollins.com
Jun-17	**Nov-19**	**WRF & Bitter Creek Lift Station** This project was to demolish and reconstruct the sewer lift station at the existing wastewater reclamation facility and included difficult sheet pile shoring adjacent to the existing facility structures as well as dewatering and control of artisian groundwater pressures. The work included 1,800 feet of 21" and 27" PVC gravity sewer piping, structural concrete and mechanical work.	**$2,220,200**	**City of Rock Springs** 212 D. Street Rock Springs, WY 82901 Contact: Matthew Shultz (435) 213-6543	**CDM Smith** 50 W 14th Street Suite 200 Helena, MT 59601 Contact: Jesse Woodward 406-441-1400
Aug-18	**Nov-19**	**Bannock County Landfill Expansion Phase 1- Lifts 2 & 3** This project was an expansion of the Bannock County landfill. 400,000 square feet each of Geonet, GCL and HDPE liners were installed along with 30,000 cubic yards of imported cover soil to prepare the bottom of the new landfill cell. The project also required extending the existing leachate piping system.	**$1,926,000**	**Bannock County** 1500 North Fort Hall Road Pocatello, ID 83201 Contact: Jeremy Welch 208-236-7230 jeremyw@bannockcounty.us	**Cascade Earth Sciences** 444 Hospital Way Suite 520 Pocatello, ID 83201 Contact: Tyson Knudsen (208) 233-6565
Jun-18	**Jul-19**	**Cisco Road Improvements** This project consisted of demolition, and widening of 12 miles Cisco Road on the east side of Bear Lake from Laketown town limits to the Idaho state line. The project required extensive hillside earthwork and road grading, irrigation improvements, asphalt paving and associated highway appurtenances.	**$9,511,000**	**Rich County** 20 South Main Randolph, UT 84064 Contact: Bill Cox 435-757-8248 rcaging@allwest.net	**Jones & DeMille Engineering** 1535 S 100 W Richfield, UT 84701 Contact: Lyndon Friant (435) 979-4558 l.friant@jonesanddemille.com
Nov-18	**Jul-21**	**High Head Well Pump House Project- Wells 8, 9 & 10** This CMGC project is to outfit three 24" culinary water wells with 6,000 gpm pumps & motors and to construct the associated wellhouses on three separate sites in the town of Vineyard. The pumphouses include chlorination equipment, surge tanks, HVAC/electrical and SCADA work and associated building and	**$8,430,000**	**Central Utah Water Conservancy District** 355 W University Parkway Orem, UT 84058 Contact: Mike Whimpey (801) 226-7178 mwhimpey@cuwcd.com	**Hansen, Allen & Luce, Inc.** 859 W. South Jordan Pkwy, Ste 200 South Jordan, UT 84095 Contact: KC Shaw 801-566-5599
Jan-19	**Dec-19**	**Westside Sewer Outfall- Lakeview Parkway Sewer Project** This project required installation of approximately 9,500 ft of 27", 36" & 42" PVC sewer outfall piping with CLSM bedding at depths of 15' to 25' with extensive groundwater control. Much of the piping was installed at depths of 20' and greater. Also included was extensive earthwork and field & road restoration.	**$11,891,000**	**Provo City Corporation** 1377 South 350 East Provo, UT 84606 Contact: Dave Torgersen (801) 852-6701 dtorgersen@provo.org	**Horrocks Engineers** 2162 W Grove Parkway Suite 400 Pleasant Grove, UT 84062 Contact: David Dillman 801-763-5100
Nov-18	**Nov-19**	**Capital Water and Sewer Improvements Project** This project included installation of over 14,000 ft of new 12" PVC C900 water main down Main Street in the City of Grantsville and installation of over 20,000 ft of 8"-18" new PVC sewer main throughout various parts of the city. Included with the work were the replacement of over 180 water services and 100 sewer services. Extensive coordination was required throughout the	**$7,447,000**	**Grantsville City** 429 East Main St Grantsville, UT 84029 Contact: Rod Erickson 801-556-1735 rodcoconstruction@hotmail.com	**Jones & DeMille Engineering** 775 W Spring Creek Pl #200A Springville, UT 84663 Contact: Ted Mickelsen 801-455-6940 ted.m@jonesanddemille.com
Jul-18	**Aug-19**	**700 South Capacity Upgrades** This new dual force main project included installing 14,400 feet of 24" HDPE in a deep excavations and a 72" microtunnel crossing of Bangerter Highway. The project also included (3) 60" tunneled crossings of RR tracks, over 3 miles of permanent access roads, extensive dewatering, pigging, odor control and energy dissipation vaults and restoration.	**$12,887,000**	**Salt Lake City Corporation** 349 South 200 East, Ste 100 Salt Lake City, UT 84111 Contact: Jason Brown 801-483-6888 jason.brown@slcgov.com	**Bowen Collins & Asscoisates** 154 E 14075 S Draper, UT 84107 Contact: Brandon Wyatt 801-495-2224 bwyatt@bowencollins.com

Jul-18	**Dec-20**	**North Fork Siphon Replacement** This CMGC project includes construction of 4,860-ft of 84" Welded Steel Pipe, Blowoff Structure, Isolation Structures, access roads and other associated work. The work requires working in very steep mountain conditions with grades up to 70%, a concrete encased crossing of the Duchesne River, dewatering, rock excavation, rock anchors and pipeline anchor structures. Part of this project was the Vat Diversion Structure Improvements Project which encompasses the replacement of the butterfly valves (66in & 20in) and flow meters (66in & 20in). Also, the replacement of the 78in flow meter at the West Fork Pipeline Measuring Structure.	**$26,320,000**	**Central Utah Water Conservancy District** 355 W University Parkway Orem, UT 84058 Contact: Blake Buehler (801) 226-7133 Blake@cuwcd.com	**AECOM** 756 E Winchester St, Ste 400 Salt Lake City, UT 84107 Contact: Rick Cox 801-885-1924
Jul-18	**Oct-19**	**Mantua East Springs Re-Piping Project** This CMGC project includes construction of 14,400-ft of 24" to 30" PVC Pipe, 1,200-ft of directionally drilled 18" to 24" HDPE, valves and structures to connect to the City's main spring water supply. The work requires extensive dewatering, working in narrow easements and restoration.	**$4,675,000**	**Brigham City Corporation** 20 North Main Brigham City, UT 84302 Contact: Tyler Pugsley (435) 734-2001 tpugsley@bcutah.org	**Jones & Associates** 6080 Fashion Point Dr. South Ogden, UT 84403 Contact: Brett Jones 801-476-9767
Apr-18	**Aug-19**	**CUWCD - Vineyard Wellfield Collector Pipeline** This CMGC project included construction of 15,100-ft of 24" thru 48" Welded Steel Pipe, 24" RCP well to waste pipe, and electrical duct bank to connect 10 new culinary water wells. The work required working in very narrow easements, 5 tunneled crossings of the UPRR & UTA tracks, AV/BO vaults, and turnout structures. 24"- 1732 ft, 30"- 1,330 ft, 36"- 2,407 ft, 42"- 3,811 ft, 48"- 5,883 ft.	**$16,610,000**	**Central Utah Water Conservancy District** 355 W University Parkway Orem, UT 84058 Contact: Cort Lambson (801) 226-7179 CORT@cuwcd.com	**CH2M** 4246 Riverboar Rd #210 Taylorsville, UT 84123
Mar-18	**Oct-18**	**West Boise Trunk Realignment** This project includes the construction of 2,300-ft of 60" Hobas (CCFRM) Sewer Trunk Line and fiberglass manholes at depths up to 20-ft. Work includes significant dewatering, bypass pumping, cast-in-place structures and surface restoration.	**$3,494,000**	**City of Boise** 150 North Capitol Blvd Boise, ID 83702 Contact: Mike Sheppard, PE (208) 608-7150 MSheppard@cityofboise.org	**City of Boise** 150 North Capitol Blvd Boise, ID 83702 Contact: Mike Sheppard, PE (208) 608-7150 MSheppard@cityofboise.org
Jan-18	**Jun-18**	**NDSD - Master Plan 2A & 2B** This project includes the construction of 2,000-ft of 30" Hobas (CCFRM) Sewer Trunk Line and polymer manholes at depths up to 15-ft. Work also included 48" Trenchless Crossing of I-15, UV CIPP lines, dewatering, bypass pumping, stream crossing and surface restoration.	**$3,699,870**	**North Davis Sewer District** 4252 West 2200 South Syracuse, Utah 84075 Contact: David Hatch (801) 825-0712 dhatch@ndsd.com	**Brown & Caldwell** 6975 Union Park Center, Suite 490 Midvale, UT 84047 Contact: Michael Kobe (801) 316-9800
Dec-17	**Apr-18**	**DWCC - 650 North Canal Enclosure** This project included the construction of 1,918 ft of 8'x6' precast concrete box culvert to enclose and existing open canal. Also included in the project are surface restoration, excavation, importing backfill material, compaction, transition and miscellaneous structures.	**$1,296,000**	**Davis & Weber Counties Canal Co.** 138 W 1300 N Sunset, UT 84056 Contact: Rick Smith (801) 776-3392	**J-U-B Engineers, Inc.** 466 N 900 W Kaysville, UT 84037 Contact: Bryce Wilcox 801-547-0393
Nov-17	**Apr-18**	**SVSD - 15000 South Sewer** This project included construction of 1,930 ft of 18" PVC sewer, 370 ft of 60" steel casing (installed by open faced tunnel bore machine), 6 new sewer manholes, sewer connection to an existing sewer manhole, together with 1,175 ft of 12-ft access road and 380 ft of 12-ft asphalt trail.	**$2,321,000**	**South Valley Sewer District** 874 East 12400 South Draper, UT 84020 Contact: Michael Foerster (801) 571-1166	**Bowen Collins & Associates, Inc.** 154 E 14000 S Draper, UT 84020 Contact: Brent Packer 801-495-2224
Sep-17	**Jan-18**	**Brigham City - Spring Filling Station** This project included the construction of a spring filling pump station complete with building and related pump station equipment, concrete flatwork, water metering station, check valve control station, drainage piping, site grading, roadway access construction, fencing, automated gate and related appurtenances.	**$747,426**	**Brigham City Corporation** 20 North Main Brigham City, UT 84302 Contact: Tyler Pugsley (435) 734-2001	**Jones & Associates** 1716 East 5600 South South Ogden, UT 84403 Contact: Brett Jones 801-476-9767
Sep-17	**Oct-18**	**Green River - Northside Lift Station Replacement** This project included the construction of a cast-in-place concrete sewer lift station at a depth of 25-ft. Work included sheet pile shoring, dewatering, lift station structure and (3) 15HP submersible pumps. The scope also included a new building, electrical, SCADA and site improvements.	**$1,582,770**	**City of Green River** 50 East 2nd North Street Green River, WY 82935 Contact: Mark Westenkow, PE (307) 872-0524	**Sunrise Engineering** 47 E 4th Avenue Afton, WY 83110 Contact: 307-885-8500
Jul-17	**Nov-17**	**NDSD - West Point Realignment** This project included the construction of over 1,500-ft of 20" Hobas sewer to replace an existing sewer to allow UDOT road reconstruction. Work included new polymer manholes, bypass pumping, abandonment of the existing line and all surface restoration.	**$1,298,000**	**North Davis Sewer District** 4252 West 2200 South Syracuse, Utah 84075 Contact: David Hatch (801) 825-0712 dhatch@ndsd.com	**Brown and Caldwell** 6975 Union Park Center, Suite 490 Midvale, UT 84047 Contact: Bryan Mansell 801-316-9800

Jun-17	**Jul-18**	**Layton I-15 Crossing Project** This project includes roadway excavation, bridge embankment, over 5,800 feet of 12"-36" RCP storm drain, 15" and 18" HDPE, manholes, concrete drainage structures, detention pond structure, concrete flatwork, and retaining walls.	**$3,388,037**	**Wadsworth Brothers** 1350 Draper Pkwy Draper, UT 84020 Contact: Layne Fullmer (801) 576-1453 layne@wadsbro.com	**UDOT** 166 Southwell St Ogden, UT 84404 Contact: David E. Adamson (801) 620-1600
Jun-17	**Feb-18**	**Promontory Point Landfill** This site development of a new landfill in the west Utah desert includes 650,000 cy of excavation, installation of geotextile, HDPE and geosynthetic clay liners, drainage piping and channels, roadways, waterlines and tanks, leachate equipment, and various other appurtenances.	**$10,630,000**	**Rincon Builders** 2142 Red Mesa Drive Santa Clara, UT 84765 Contact: Mark Weston (435) 229-2088 mark@rinconbuilders.com	**Tetra Tech Bas** 1360 Valley Vista Drive Diamond Bar, CA 91765 Contact: Caleb Moore 909-860-7777
May-17	**Oct-17**	**ML68 2017 Replacement Project** 14" welded steel high pressure gas line project in Rifle Colorado. The project includes installation of 9,425 ft of piping. Rock excavation, wetland and canal crossing and clearing and restoring of ROW are required.	**$3,162,000**	**Questar Pipeline** 1140 West 200 South Salt Lake City, UT 84104 Contact: Cole Wright 801-647-1971	**Questar Pipeline** 333 South State Street Salt Lake City, UT 84145 Contact: Cole Wright 801-647-1971
Jun-17	**Jun-18**	**500 South Diversion Phase 1 Pipeline** This new dual force main project includes installing 12,000 feet of 22" HDPE in a deep excavation and a 54" Tunneled crossing of the Jordan River with 25 foot deep sliderail shoring pits. The project will include extensive dewatering and utility relocations; pigging, odor control and energy dissipation vaults and concrete road restoration	**$15,339,000**	**Salt Lake City Corporation** 349 South 200 East, Ste 100 Salt Lake City, UT 84111 Contact: Jenni Oman, P.E. (801) 483-6900 Jenni.Oman@slcgov.com	**Water Works Engineers** 672 W 220 S Bldg A Pleasant Grove, UT 84062 Contact: Cory Christiansen 801-785-4105
May-17	**Oct-21**	**Bangerter Highway- Four & Three Interchanges Projects** These two projects consisted of constructing 7 new highway interchanges. Whitaker's portion of the work was to reline the existing storm drain culverts with UVCIPP that were not being replaced. The work included approximately 12,500 feet of 10" to 54" CIPP lining and dewatering.	**$8,414,031**	**Ralph Wadsworth/WW Clyde JV** 166 E 14000 S Suite 200 Draper, UT 84020 Contact: Morgen Baldwin 385-450-1656	**UDOT**
Apr-17	**Feb-18**	**13200 South Roadway Phase 2** This new city roadway, in which Whitaker completed the earthwork in the previous phase, consists of 170,000 sf of 9" concrete roadway, 20,000 sf of asphalt, 7,000 cy of excavation, and 20,000 cy of import borrow, storm drain piping, street lighting, curb and sidewalk.	**$2,369,458**	**Riverton City** 12830 S Redwood Rd Riverton, UT 84065 Contact: Craig Calvert (801) 208-3162 ccalvert@rivertoncity.com	**Riverton City Engineer Division** 12526 S 4150 W Riverton, UT 84096 Contact: 801-208-3162
Apr-17	**Nov-17**	**North Valley Landfill Cell #1 Liner Installation** This project includes clearing and grubbing of 20 acres of landfill site and excavation and backfill of 4,276' of anchor trench, installation of 847,677 sf of reinforced GCL, 1,009,605 sf of 60-mil HDPE liner, geofabric, 3,500' of 8" HDPE perf pipe, gravel, drain net, and cover soil.	**$1,898,777**	**Logan City Corporation** 950 West 600 North Logan City, UT 84321 Contact: Tyler Richards (435) 716-9756 tyler.richards@loganutah.org	**IGES** 4153 S Commerce Drive Salt Lake City, UT 84107 Contact: Brett Mickelson 801-270-9400 brettm@igesinc.com
Feb-17	**Feb-18**	**2017 Miscellaneous Sewer Rehabilitation** This sewer replacement project includes 2,500' of 12" and 7,320' of 18"-24" PVC sewer, manholes, lateral reconnections and replacements. This project includes extensive dewatering and deep excavations to complete the work as well as complete surface restoration.	**$3,881,141**	**City of Rock Springs** 212 D Street Rock Springs, WY 82901 Contact: Andy Hooten (307) 362-6065 ahooten@cityofgreenriver.org	**William H. Smith and Asscociates, Inc.** 404 N St Suite 201 Rock Springs, WY 82901
Mar-17	**Sep-18**	**SR108; SR127 - SR107 Utility Installations** Whitaker is installed new water and irrigation utilities on this UDOT CMGC roadway project for Granite Construction. The work includes abandoning utility lines and install 8,045' of 8"-16" PVC water, 8,171' of 8"-18" PVC irrigation, fire line, connections, valves, fire hydrants, water loops, and misc site restoration.	**$2,731,360**	**Granite Construction** 1000 Warm Springs Rd Salt Lake City, UT 84116 Contact: (801) 526-6000	
Feb-17	**Dec-17**	**Gladiola Street Sewer Rehabilitation** This sewer rehabilitation project includes sliplining of approximately 4,600' of 21"-30" Spirolite pipe with new 16" & 20" HDPE, reconstructing 19 service laterals, and rehabilitation or replacement of 13 manholes. Due to extremely difficult ground conditions, extensive dewatering, soil grout stabilization, slide rail shoring were required.	**$6,196,571**	**Salt Lake City Corporation** 349 South 200 East, Ste 100 Salt Lake City, UT 84111 Contact: Jenni Oman, PE (801) 483-6900 Jenni.Oman@slcgov.com	**Brown and Caldwell** 6975 Union Park Center Suite 490 Salt Lake City, UT 84047 Contact: Michael Kobe 801-316-9818

Jan-17	Sep-17	**Western Zirconium - Bird Deterrence** This project included construction of bird deterrence facilities with 4,500cy of excavation for island removal, geotextile vegetation barrier, and rock covered embankments. The facilities were constructed in an existing stormwater pond with very soft soils.	$189,000	**Westinghouse Electric Company** 10000 West 900 South Ogden, UT 84404 Contact: Corey Christensen (801) 732-2356	**URS** 756 E Winchester ST. Suite 400 Salt Lake City, UT 84107 Contact: 801-904-4000
Jan-17	Apr-17	**Holmes Creek Diversion** This storm drain project for Layton City included 2,120' of 15"-36" RCP storm drain piping, inlet boxes and manholes which required substantial dewatering and slide rail shoring to install and complete road restoration.	$619,080	**Layton City Corporation** 437 N Wasatch Drive Layton, UT 84041 Contact: Ryan Bankhead (801) 336-3708	**Layton City Corporation** 437 N Wasatch Drive Layton, UT 84041 Contact: Ryan Bankhead (801) 336-3708
Jan-17	May-17	**Gladiola Street Isolation Valve Stations** These two new isolation valve stations for Salt Lake City on were constructed on an existing PCCP water transmission line and included demolition of 36" PCCP, installation of precast concrete vaults, 36" butterfly valves, 36" welded steel pipe and fittings, and dewatering.	$539,712	**Salt Lake City Corporation** 349 South 200 East, Ste 100 Salt Lake City, UT 84111 Contact: Jenni Oman, PE (801) 483-6900 Jenni.Oman@slcgov.com	**Brown and Caldwell** 6975 Union Park Center Suite 490 Salt Lake City, UT 84047 Contact: Michael Kobe 801-316-9818
Dec-16	May-17	**Lower Marion Pipeline** This new irrigation transmission system for the town of Marion, Utah included 20,000' of 22"-26" HDPE, 9 turnout services, screened concrete inlet structure, air valves, demolition, grading, and reseeding.	$1,479,830	**Lower Marion Pipeline LLC** 1715 North State Road 32 Kamas, UT 84036 Contact: Kent Peterson 435-300-5803 klpeterson@allwest.net	**J-U-B Engineers, Inc.** 466 N 900 W Kaysville, UT 84037 Contact: Jonathan Frazier 801-808-5973 jfrazier@jub.com
Oct-16	Apr-17	**2016 Sewer Outfall Replacement** Abandonment of the existing sewer outfall and manholes and installation of 2,710' of new 21" PVC sewer outfall piping, 1,297' of 18" PVC sewer, manholes, and surface restoration.	$586,906	**South Weber City** 1600 E South Weber Drive South Weber, UT 84405 Contact: Mark Larsen (801) 479-3177 mlarsen@southwebercity.com	**Jones and Associates** 6080 Fashion Point Dr South Ogden, UT 84403 Contact: Shane Taggart 801-476-9767
Oct-16	Apr-17	**Unit A Reservoir Repair** Reconstruction of an existing reservoir by repairing a failed embankment section, 170' of CIPP of existing 18" and 24" outlet lines, 600' of 24" PVC irrigation, geomembrane and 1,075' of 4" perf drain, concrete structures, generator enclosure and pad expansion.	$617,600	**Weber-Box Elder Conservation District** 471 W 2nd Street Ogden, UT 84404 Contact: Ben Quick (801) 621-6555	**J-U-B Engineers, Inc.** 466 N 900 W Kaysville, UT 84037 Contact: 801-547-0393
Aug-16	Jun-17	**North Fork & Big Birch Spring Development** Installation of 5,400' of 4"-16" HDPE piping, 8" spring collection lines, valves, storm drain manholes, 54,000 cubic yards spring excavation, precast boxes, cutoff walls, clay & EPDM liner to develop new spring areas and install a new water tranmission main.	$1,697,325	**Towns of Clarkston, Newton, and Trenton** 50 South Main Clarkston, UT 84305 Contact: (435) 563-9090	**Sunrise Engineering, Inc.** 26 S Main St Smithfield, UT 84335 Contact: Scott Archibald 435-563-3734
Jul-16	Jun-17	**Project T Sewer Line Replacement** This project included installing over 4,000' of 15" PVC sewer, manholes, bypass pumping, extending and reconnect service laterals, and asphalt replacement.	$2,296,665	**Cottonwood Improvement District** 8620 S Highland Drive Sandy, UT 84093 Contact: Greg Neff (801) 943-7671 cjbrown@cid.utah.gov	**Cottonwood Improvement District** 8620 S Highland Drive Sandy, UT 84093 Contact: Greg Neff (801) 943-7671 cjbrown@cid.utah.gov
Jun-16	Jun-17	**Tibble Fork Dam Rehabilitation Project** This project consists of major rehabilitation to the existing earthen dam structure including new CB wall, 65,000 cy of excavation, 136,000 cy of zoned earthfills and filter materials, 2,000 cy of structural concrete for spillways and structures and new drain and piping systems.	$8,280,000	**North Utah County Water Conservancy District** 75 North Center Street American Fork, UT 84003 Contact: John Jacobs (801) 756- 7039 john.nucwcd@gmail.com	**RB&G Engineering, Inc.** 1435 W 820 N Provo, UT 84601 Contact: Bradford Price 801-374-5771
Jun-16	Jul-17	**UDOT- Bangerter & 600 W Design-Build Project** This project consists of construction of a new interchange on Bangerter Highway. Our portion of the project being completed by Wadsworth Brothers Construction includes performing all mass excavation and grading and utility work for the new interchange and associated roadways.	$6,900,000	**Wadsworth Brothers Construction** 1350 Draper Parkway Draper, UT 84020 Contact: Layne Fullmer (801) 576-1453 layne@wadsbro.com	

Aug-16	Jun-17	**Franklin - 2016 Wastewater Reuse System** The Project consists of the construction of an 26.9M gal HDPE lined winter storage lagoon, a duplex submersible wastewater pump station with a valve vault and flow meter vault, a vertical turbine irrigation pump station, 6"-10" reuse system piping and valves, a sodium hypochlorite disinfection system, a 36" chlorine contact pipe, a flow meter vault for an existing pump station, pivot irrigation system, site fencing, and site electrical and control system work.	$2,080,000	**City of Franklin** 128 E. Main St. Franklin, ID 83237 Contact: Darek Kimball - JUB (435) 713-9514	**J-U-B Engineers, Inc.** 275 S. 5Th Ave, Suite 220 Pocatello, ID 83201 Contact: Mark Holtzen 208-232-1313
Aug-16	Oct-16	**UDOT- SR83 Drainage Maintenance Project** This project consists of removal of an existing storm channel pipe under state route 83 and installation of a new 10'x10' box culvert approximately 20' deep and rehabilitation of an existing 144" metal culvert by sliplining with 120" spirolite HDPE. Includes new concrete structures, water diversion, shoring, and excavation around a high pressure gas main and grouting of the slipline pipe.	$699,000	**UDOT Region 1** 166 Southwell Street Ogden, UT 84404 Contact: Nick Peterson (801) 620-1600	**Stanley Consultants** 6975 Union Park Ave Suite 300 Cottonwood Heights, UT 84047
May-16	Nov-16	**UDOT I-80 Castle Rock to WY State Line Pipe Lining** This project includes rehabilitation of the existing storm drain culverts under I-80 with 9,932' of 24" UVCIPP liner pipe and 230' of 26" & 402' of 32" segmental pipe liner. The project included cleaning and tving of the existing pipes, installation of new box structures and dewatering.	$1,447,820	**Granite Construction** 1000 Warm Springs Rd Salt Lake City, UT 84116 Contact: Blake Remmick (801) 526-6000	
May-16	Nov-16	**Questar Gas- FL36 Replacement Project** This project includes construction of approximately 15,000 feet of high pressure gas main with 2,500 feet installed by directional drill. The work also included all pipeline connections, a canal crossing, extensive traffic control and replacement of all hardscape surfacing.	$3,990,000	**Questar Gas Company** 1140 W 200 S Salt Lake City, UT 84145 Contact: (801) 324-3126	**Questar Gas Company** 1140 W 200 S Salt Lake City, UT 84145 Contact: Seth Plaizier
May-16	Aug-16	**Florence Way Street Improvements** This project consists of reconstruction of 2,900 feet of roadway including demolition, earthwork, 571' of 18"-36" HDPE storm drain, 8" sewer and water laterals, paving, sidewalk, curb and gutter, street lighting, signage, and striping.	$1,846,843	**City of West Wendover** 1111 N Gene L Jones Way West Wendover, NV 89883 Contact: (775) 664-3081	**Aqua Engineering** 533 W 2600 S Suite 275 Bountiful, UT 84010 Contact: Robert Rousselle 801-299-1327
Apr-16	Nov-16	**Harrison Boulevard Widening Project** This project consists of widening 11 blocks of Harrision Blvd from 7th Street to 450 North, which included new water and storm drain mains, sewer laterals, traffic signals and street lighting.	$5,800,000	**Ogden City Corporation** 133 W 29th St Ogden, UT 84401 Contact: Taylor Nielsen (801) 629-8097	**Project Engineering Consultants** 986 W 9000 S West Jordan, UT 84088 Contact: Gary Horton 801-495-4240
Apr-16	Aug-16	**UDOT- I-15 Culvert Rehabilitation** This project consits of rehabilitation of over 17,000 ft of 12" to 48" storm drain culverts under I-15 in Box Elder County with either new segmental HDPE pipe or UVCIPP lining. The project required extensive dewatering to complete the new liner pipe.	$2,333,000	**Geneva Rock Products** 750 East 3000 North Layton, UT 84041 Contact: Mike Westbroek (801) 771-7980	**UDOT Region One** 166 W Southwll St. Ogden, UT 84404 Contact: 801-620-1600
Apr-16	Aug-16	**North Valley Landfill Project** This project includes clearing and grubbing of 49 acres for a new landfill site and excavation of 340,000 cy of native soils for new cell construction. The project also includes installing new access roads and storm drain piping.	$1,249,000	**Logan City Corporation** 950 West 600 North Logan City, UT 84321 Contact: Tyler Richards (435) 716-9756 tyler.richards@loganutah.org	**IGES** 4153 S Commerce Drive Salt Lake City, UT 84107 Contact: Brett Mickelson 801-270-9400 brettm@igesinc.com
Jan-16	Jun-16	**700 South Rehabilitation Project** This project includes earthwork and utility rehabilitation for a future road relocation. Work includes installation of 975-ft of 42" UV CIPP of any existing sewer main. Installation of (3) new polymer manholes with all associated bypass pumping. Also included is earthwork and wick drain installation for roadway surcharge area.	$1,606,000	**Salt Lake City Corporation** 349 South 200 East, Ste 100 Salt Lake City, UT 84111 Contact: John Coyle, PE (801) 535-6241	**Project Engineering Consultants** 986 W 9000 S West Jordan, UT 84088 Contact: Gary Horton 801-495-4240
Jan-16	Jun-16	**2400 South 4800 West Roadway Extension** This project included the construction of over 5,400-lf of new PCCP roadway with all associated earthwork and utilities. Work included 4,000-lf of 8" PVC sewer, 5,100-lf of 12" PVC Water, and 5,100-lf of 12"-36" RCP Storm Drain. Roadway construction included 17,000-cy of excavation and over 25,000-sy of 9" PCCP.	$3,847,000	**West Valley City** 3600 South Constitution Blvd West Valley, UT 84119 Contact: Jerry Schlief 801-232-0339	**WVC Engineering Division** 3600 South Constitution Blvd West Valley, UT 84119 Contact: Coby Wilson (801) 963-3204 coby.wilson@wvc-ut.gov
Jan-16	Oct-16	**Ogden Trackline 24" Water Project** Construction of 2,060-lf of 24" PVC and 3,750-lf of 24" WSP Waterline through and adjacent to an active RR yard. Work includes two (2) 36" casing bores under the Weber River (122-ft) and the RR Tracks (553-ft). Due to contaminated soils that were present HAZWOPER training was required for the crews.	$2,547,000	**Ogden City Corporation** 133 W 29th St Ogden, UT 84401 Contact: Kenton Moffett, PE (801) 629-8097	**CRS Engineers** 2060 East 2100 South Salt Lake City, UT 84109 Contact: Gregory Michael Nelson 801-359-5565

Dec-15	May-16	**Last Chance Diversion Dam Rehabilitation** This project consisted of diversion and bypassing of the Bear River in order to demolish the existing 200-ft long timber crib dam and replace it with a new Roller Compacted Concrete (RCC) dam with associated wing walls, training walls, canal intake, & radial gates. Work includes placement of 3,700cy of RCC, 900cy of Structural Concrete, 400cy of riprap, and misc. work.	$2,397,000	**Last Chance Canal Company** PO Box 93 Grace, ID 83241 Contact: Eric Franson, PE (801) 756-0309	**Franson Engineers** 1276 South 820 East, Suite 100 American Fork, UT 84003 Eric Franson, PE 801-756-0309
Oct-15	Feb-16	**Salt Lake Valley Landfill - North Landfill Gas Header** This project included the construction of 7,300-lf of 16" - 24" HDPE landfill gas header piping and 3,500-lf of 4"-8" HDPE collector piping. Work also included condensate traps, wellheads & connections, isolation valves and electrical work. Work also required over 124,000-sf of 60mil PVC liner installation and surface restoration.	$1,963,000	**Salt Lake City Corporation** 349 South 200 East, Ste 100 Salt Lake City, UT 84111 Contact: John Coyle, PE (801) 535-6241 john.coyle@slcgov.com	**CH2M** 4246 South Riverboat RD, Suite 210 Taylorsville, UT 84123 Contact: Mark Wilson 385-474-8500 mark.wilson@ch2m.com
Oct-15	May-16	**Little Weber - Culverts East Project** The project included the installation of 880-lf of 12'x4' and 12'x5' Precast Concrete Box Culvert at five (5) different roadway crossing locations. The culverts were pre-purchased by the owner and our scope included coffer dams, dewatering, excavation, utility loops and backfill.	$579,000	**Weber County** 2380 Washington Blvd Ste 320 Ogden, UT 84401 Contact: Jared Andersen (801) 399-8374	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 ContactL Todd Olsen 801-495-2224
Oct-15	Jun-16	**5500 South & 4800 South DIP Replacement Project** This project includes the removal and replacement of 13,300-lf of 18" and 3,700-lf of 16" DI pipe with new PVC of the same size. As part of the project 1,000-lf of existing 16" was rehabilitated with CIPP and over 1,600-lf of 18" was rehabilitated with 18" IPS HDPE Liner.	$4,353,000	**Hooper Water Improvement District** 5555 W 5500 S Hooper, UT 84315 Contact: Scott Christiansen 801-985-1991	**Gardner Engineering** 968 Chambers St Ogden, UT 84403 Contact: Dan White, PE (801) 476-0202
Sep-15	May-16	**Turner Road Penstock Bridge Replacement** This project included removal of an existing bridge, Geosynthetic Reinforced Soil-Integrated Bridge System (GRS-IBS) substructure, voided slab superstructure, excavation, dewatering, and Hot Mix Asphalt resurfacing. The work was performed around Pacificorp's existing 11-ft diameter wood stave flowline that required the construction of a temporary protection system.	$1,299,000	**Idaho Transportation Department** 3311 W. State Street P.O. Box 7129 Boise, ID 83707 Contact: Odo Grandi (208) 344-0565 ograndi@ihtac	**Keller Associates, Inc** 305 N 3rd Ave Suite A Pocetello, ID 83201 Contact: Nathan Cleaver (208) 288-1992
Jul-15	Jul-16	**Rock Springs - 2014 Waterline Rehabilitation** This project includes replacement of over 8,400-lf of 6"-12" DI & PVC water main, 1,400-lf of 8" PVC sewer and complete roadway reconstruction throughout the City. Work involved temporary water service, traffic control, roadway reconstruction including curb, sidewalk, asphalt and PCCP paving. Reconnection of services and fire hydrants was also performed.	$4,402,000	**City of Rock Springs** 212 D Street Rock Springs, WY 82901 Contact: Andy Hooten (307) 362-6065	**Choice Engineers Services Inc** 404 N St #201 Rock Springs, Wyoming 82901
Jul-15	May-16	**West Wendover Elementary School** This project included all of the excavation, grading and utility work for the construction of a new elementary school and roadway improvements on a 17+ acre site. Work included 4,500-lf of Storm Drain, 7,000-lf of Waterline and 1,300-lf of Sewer. Earthwork included over 60,000cy of Cut/Fill, and prep for the 52,500-sf bldg.	$2,707,000	**Elko County School District** **c/o Ascent Construction** 25 South Main, Suite 200 Centerville, UT 84014 Contact: Brent Malan (801) 299-1711	**Carter Engineering, LLC** P.O. Box 794 Elko, Nevada 89803 Contact: 775-397-2531
Jul-15	Nov-16	**HAFB - Lift Station Improvements** This is a Design-Build project to replace and/or upgrade six (6) existing sewer lift stations at Hill AFB. Work required utility investigation, design, bypass pumping and construction services for all sites.	$1,868,000	**American Water Corporation** PO Box 56250 HAFB, UT 84056 Contact: Colby Goodliffe (801) 695-9785 Colby.Goodliffe@amwater.com	Alternative Delivery Design Build
Jul-15	May-16	**Ogden Canyon Siphon Replacement Project** This project entailed the replacement of the existing siphon and associated bridge structure suspended above Ogden Canyon. The work required difficult access, steep hillside construction, removal and replacement of the existing cable suspension bridge and installation of approximately 1,100 feet of 32" WSP waterline.	$5,975,000	**South Ogden Conservation District** 471 West 2nd Street Ogden, UT 84404 Contact: Benjamin Quick (801) 791-8688	**MWH Americas** 2890 E Cottonwood Parkway Salt Lake City, UT 84121 Contact: David Miklas 801-617-3200
May-15	Dec-15	**AV Watkins 2' Dam Raise Project** This project included placement of approximately 535,000 cy of fill and 71,000 ton of Rip-Rap to raise the existing dam 2' to 4' around a 16 mile perimeter. The project also included associated improvements to the existing fencing, structures and piezometers.	$9,270,000	**Weber Basin Water Conservancy District** 2837 East Highway 193 Layton, UT 84040 Contact: Jonathan Parry (801) 771-1677 jparry@weberbasin.com	**RB & G Engineering Inc.** 1435 W 820 N Provo, UT 84601 Contact: Bradford Price 801-374-5771
Apr-15	Nov-15	**Feeder Line 99/119** This project included installation of approximately 45,000 feet of 12" and 4,000 ft of 8" high pressure gas transmission line. The project also included installation of a new pressure regulating station. The project required extensive traffic control, rock excavation and working in narrow canyon areas.	$7,318,866	**Questar Gas Company** 1140 W 200 S Salt Lake City, UT 84145 Contact: Will Radford (801) 324-3126	
Apr-15	Nov-15	**Alpine-Highland Outfall Segment 3** This project included installation of approximately 2,900 feet of 24" to 36" SDR 35 PVC sewer outfall piping at depths up to 25' deep with areas of high groundwater. Installation of a new sewer trunkline and a new irrigation crossing. Also included on the project is approximately 1,900 feet of new irrigation piping.	$2,094,000	**Timpanogos Special Services District** 6400 North 5050 West American Fork, UT 84003 Contact: John Adams (801) 756-5231	**Bowen Collins & Associates, Inc.** 154 E 14000 S Draper, UT 84020 Contact: Brandon Wyatt (801) 495-2224

Mar-15	Feb-16	**Hill Air Force Base Well #8** Project included a deep water well and associated pumphouse. The production well was drilled to a depth of 1,500 ft. The new pumphouse included a 400 HP Vertical turbine pump and backup generator system.	$3,829,000	**American Water Corporation** PO Box 56250 HAFB, UT 84056 Contact: Colby Goodliffe (801) 695-9785	Alternative Delivery Design Build
Mar-15	Jul-15	**2015 SR-36 Waterline Replacement Project** This project included installation of approximately 9,700 feet of new 8" to 16" PVC C900 waterlines down Main Street in Tooele City as a precursure to a road reconstruction project being that year by UDOT. The project also included replacement of approximately 85 services and three new PRV stations.	$1,707,000	**Tooele City** 90 North Main Tooele, UT 84074 Contact: Paul Hansen (801) 843-2132 paulh@tooelecity.org	**Paul Hansen Associates** 1073 E 11780 S Sandy, UT 84094
Feb-15	Sep-15	**Jordan Valley TOD Sewer Outfall** Replacement of 6,400 LF of existing sewer with new PVC and HDPE by means of open cut and pipe bursting. The pipe bursting section included 2,600-ft of 12" RCP upsized to 20" HDPE. The work also included 3,800 LF of 18"-21" PVC and a 30" Bore under UTA Tracks. Work also included extensive traffic control and bypass pumping.	$1,870,000	**West Jordan City / Boulder Ventures** 8000 South Redwood Rd. West Jordan, UT 84088 Contact: Roger Payne (801) 569-5070	**Psomas** 4179 Riverboat Rd #200 Salt Lake City, UT 84123 Contact: Travis Perry 801-270-5777
Jan-15	May-16	**4500 South Waterline Improvement** This project consisted of the construction of two underground valve stations, the refurbishment of two existing welded steel pipe underground valve stations, and the demolition of one existing underground valve station. Four additional existing sites will be retrofitted with CCTV camera insertion valves and have site improvements made. This project took place in a highly congested area, through the main intersections along 4500 South in Salt Lake. Additionally, the pipeline will undergo a video inspection performed by others which occured concurrently during the project.	$1,120,600	**Jordan Valley Water Conservancy District** 8215 South 1300 West West Jordan, UT 84088 Contact: Travis Christensen (801) 565-4300 travisc@jvwcd.org	**Caldwell Richards Sorensen Engineers** 2060 East 2100 South Salt Lake City, UT 84109 Contact: Douglas Cromar (801) 359-5565 doug.cromar@crsengineers.com
Jan-15	Aug-15	**Freeway Pump Station Improvements Project** This project included installation of approximately 850' of 16"-24" high pressure DI waterline and construction of a new booster pump station with (4) 400HP 7 stage vertical turbine pumps rated at 1700 gpm. The project also included renovations and new pumps in an existing adjacent pump station.	$2,006,000	**Draper City Corporation** 1020 E Pioneer Road Draper, UT 84020 Contact: Brien Maxfield (801) 576-6326	**Hansen, Allen & Luce, Inc.** 859 W. South Jordan Pkwy, Ste 200 South Jordan, UT 84095 Contact: Michael Chambers 801-566-5599
Nov-14	May-16	**Little Weber Cut-off Project** Project included a new concrete regulating structure on the Weber River and construction of 5,500 linear feet of a 30-ft wide reinforced concrete rectangular flood channel. The project included new access roads, a sheet pile cut-off wall, earthen dikes, approximately 85,000 cy of excavation, and over 12,000 cy of structural concrete, extensive dewatering and river coferdam construction.	$9,057,833	**Weber County** 2380 Washington Blvd Ste 320 Ogden, UT 84401 Contact: Jared Andersen (801) 399-8374	**Bowen Collins & Associates, Inc.** 154 E 14000 S Draper, UT 84020 Cotnact: Matthew Stayner 801-495-2224
Oct-14	Oct-15	**Dee Elementary School** This project included all of the excavation, grading and utility work for the construction of a new elementary school. Work included 3,500-lf of 4"-24" PVC Storm Drain, 1,900-lf of 4"-8" C900 PVC Waterline and 1,150-lf of 4"-6" PVC Sewer. Earthwork included over 50,000cy of Cut/Fill, footing excavation, and site grading	$1,167,000	**Ogden School District** **c/o Hogan Construction** 940 N 1250 W Centerville, UT 84014 Contact: Dennis Forbush (801) 951-7000	**MHTN Architects** 420 East South Temple, Suite 100 Salt Lake City, UT 84111 Contact: Dennis Cecchini 801-595-6700
Jun-14	Jan-15	**Paris Water System Improvements** This project consisted of the installation of approximately 25,000 feet of 6"-12" C900 PVC new water transmission line, 18,000 feet of new distribution line, 110 water services and a new 300,000 gallon water tank. Work included four stream crossings, and restoration of city streets and Forest Service properties.	$2,979,000	**City of Paris** 62 South Main Street Paris, ID Contact: (208) 945-1327	**Butler Engineering & Land Surveying** 7103 S 45th W Idaho Falls, ID 83402 Contact: Robert Butler 208-357-3898
Jun-14	Jun-15	**East Outfall Sewer Project** This project included the replacement of an existing 24 and 36" sewer outfall pipeline with 2,700 ft of 36" and 3,300 ft of 42" HOBAS pipe. Work included dewatering, bypas pumping of existing sewer flows, extensive utility relocations, abandonment of the existing sewer outfall and extensive field and road restoration.	$4,111,000	**North Davis Sewer District** 4252 West 2200 South Syracuse, Utah 84075 Contact: David Hatch (801) 825-0712 dhatch@ndsd.com	**MWH Americas** 2890 E Cottonwood Parkway, Suite 300 Salt Lake City, Utah 84121 Contact: Stephen Romney 801-617-3200
Aug-14	Dec-14	**Pastures at Saddleback PUD Plat 2** This project included construction of all the new utility systems and new roadways for a 50-lot residential development. Utility work included 5,234' of 8" and 10" SDR-35 sewer, laterals, manholes, 7,229' of 8" and 10" water, service lines, hydrants, 784' of 18"-36" storm, 11,610' of 4" power conduit, site work, mass grading, and over 14,000 cy of asphalt and roadbase.	$1,939,000	**Ensign Group** 925 W 100 N Salt Lake City, UT 84054 Contact: Chris Robinson (801) 599-4397	**Bingham Engineering** 5160 Wiley Post Way Salt Lake City, UT 84116 Contact: Judd Lawrence 801-580-1687
Jun-14	Dec-14	**Canyon View Wellhouse** This project consisted of the construction of a new culinary well pumphouse. Work included construction of a new CMU pump building, installation of a new 400HP well pump and chlorination system along with associated electrical, HVAC, 12" piping, hardscaping and fencing.	$498,000	**Brigham City Corporation** 20 North Main Brigham City, UT 84302 Contact: Tyler Pugsley (435) 734-2001	**Jones & Associates** 1716 E 5600 S South Ogden, UT 84403 Contact: Dean Ayala (801) 476-9767

Jun-14	Nov-14	**Provo Belt Line 2014 Project** This IHP gas line replacement project consisted of the installation of over 12,400 feet of new 8" to 10" and 8,200 feet of 2" to 6" main lines and the replacement of approximately 85 services. Extensive directional drilling, traffic control and surface restoration were also required on this project.	**$2,473,000**	**Questar Gas Company** 1140 W 200 S Salt Lake City, UT 84145 Contact: (801) 324-3328	
14-Jun	14-Jun	**Foothill Conduit Rehabilitation Project** This project consisted of sliplining approximately 1,760 feet of existing steel water main with a 28" HDPE pipe. The work included multiple connections, extensive traffic control and very limited work areas.	**$679,600**	**Salt Lake City Corporation** 451 South State Street Salt Lake City, UT 84111 Contact: Jason Brown (801) 483-6888	**Bowen Collins & Associates, Inc.** 154 E 14000 S Draper, UT 84020 Contact Cristina Nelson (801) 495-2224
Apr-14	Aug-14	**3500 S & 8400 W Secondary Waterline Extension** This project included installation of approximately 3,040 feet of new 12" and 14" PVC waterline, and 120 feet of 12" HDPE by directional drill. Extensive traffic control, utility conflicts and surface restoration was included in the work	**$523,780**	**Magna Water Company** 2711 South 8600 West Magna, UT 84044 Contact: Shawn Wall (801) 250-2118	**Epic Engineering** 3341 S 4000 W, Suite D West Valley City, UT 84120 Contact: Michael Hartvigsen 801-955-5605
Apr-14	Oct-14	**Windy Peak Drainage Improvements Project** This project included installation of approximately 2,600 feet of new 42" to 60" RCP storm drain piping and associated structures. Extensive traffic control, utility conflicts and surface restoration was included in the work	**$1,295,000**	**Sandy City Corporation** 1000 Centennial Pkwy, Ste 310 Sandy, UT 84070 Contact: Rod Sorenson (801) 568-7280	**Hansen, Allen & Luce, Inc.** 6771 S 900 E Midvale, UT 84047 Contact: Tyler Shelley 801-566-5599
Apr-14	Nov-14	**Country Manor Lift Station and Levee Project** This CMGC project included the construction of 1,800 feet of new flood protection levee requiring over 15,000 cy of earthwork, 1,600 tons of rip-rap and over 3 acres of landscaping. The project also included the relocation of the existing sewer & storm drain lift stations which required extensive dewatering and slide rail shoring to install (2) 12'x8' precast wet wells at depths up to 20'.	**$2,400,000**	**Logan City Corporation** 950 West 600 North Logan City, UT 84321 Contact: Lance Houser 435-716-9161 lance.houser@loganutah.org	**J-U-B Engineers, INC.** 1047 S 100 W Suite 180 Logan, UT 84321 Contact: Zan Murray 801-713-9514 zpm@jub.com
Mar-14	Aug-14	**Pioneer Road Sewer Crossing** This project included installation of 160 feet of 42" FRPM sewer at 28' depth, (2) 72" manholes, helical piles, and flowable fill. Extensive traffic control, utility conflicts, and surface restoration was included in the work	**$223,700**	**Saratoga Springs City** 1307 N Commerce Dr. Suite 200 Saratoga Springs, UT 84043 Contact: Mark Edwards 801-766-6504	**Epic Engineering, P.C.** 3341 S 4000 W, Suite A West Valley City, UT 84120 Contact: Clint Dilley 801-955-5605
Mar-14	May-15	**Smith's Marketplace- North Ogden** All sitework and underground utility work to develop a new Smith's Marketplace store. Project included extensive underground drainage system and over-excavation and stabilization of the site due to high groundwater conditions.	**$1,842,000**	**Wadman Corporation** 2920 S 925 W Ogden, UT 84401 Contact: Tyler Hollon (801) 621-4185	**Great Basin Engineering** 2010 N Redwood, PO Box 16747 Salt Lake City, UT 84116 Contact: Bret Wahlen 801-394-7288
Mar-14	Jan-16	**East Layton Waterline Project** This CMGC project included installation of approximately 7,000 feet of new 36" welded steel waterline, 1,500 feet of 42" HDPE waterline and associated blow-offs, air-vacs and connections. The project also required multiple utility relocations and extensive restoration.	**$5,135,000**	**Weber Basin Water Conservancy District** 2837 East Highway 193 Layton, UT 84040 Contact: Matt Rasmussen (801) 771-1677 mrasmussen@weberbasin.com	**CH2M Hill** 4246 S Riverboat Road, Suite 210 Taylorsville, UT 84123 Contact: Adam Murdock 385-474-8540 Adam.Murdock@CH2M.com
Jan-14	Jan-16	**Pacificorp- Jim Bridger Power Plant SCR System** This project consisted of sitework and utility installation for an emissions control (SCR) project at the existing coal fired power plant. The work included an office and laydown yard, potholing, utility relocations, foundation excavation, new utilities, site grading and asphalt paving. The work required extensive coordination between the several contractors and plant to prevent utility damage and to keep the work on schedule.	**$1,869,000**	**The Perry Group** 165 Smokerise Drive Wadsworth, OH 44281 Contact: Thomas Ponds (307) 212-3092	**Louis Perry & Associates, INC** 165 Smokerise Drive Wadsworth, Ohio 44281
Jan-14	Oct-14	**Ogden Bay WMA Structure Repair Project** This project included rehabilitation and construction of multiple water regulating structures, levee and scour hole repair. This work required extensive coffer dam construction, dewatering, earthwork and installation of over 12,000 cy of stabilization material and 4,000 cy of rip-rap.	**$3,491,000**	**Weber County** 2380 Washington Blvd Ste 320 Ogden, UT 84401 Contact: Jared Andersen (801) 399-8374	**Bowen, Collines & Associates** 154 E 14000 S Draper, UT 84020 Contact: Todd Olsen (801) 495-2224
Feb-14	Mar-15	**Pacificorp- JC Boyle Fish Screen Replacement** This project included the rebuild of four traveling fish screens on the penstock pipeline feeding the hydroelectric plant. The project required a 160 ton crane to remove the screens over 100 feet from the shoreline. Once each screen is removed, multiple parts were replaced and extensive reconstruction of the screen framework was completed.	**$1,009,000**	**PacifiCorp** 825 NE Multnomah Street Portland, OR 97232 Contact: Gerry Aust (541) 858-4869	
Oct-13	Oct-15	**BDO Outfall Sewer Project** This project included installation of approximately 12,000 feet of new 48" to 60" RCP sewer outfall piping a TBM tunneled pipeline under I-15, an inverted siphon of the Willard Canal and construction of a new 46 mgd sewer lift station with (3) 40HP 20" vertical column pumps designed for 11.5 MGD per pump.	**$14,200,000**	**Central Weber Sewer District** 2618 West Pioneer Rd. Ogden, UT 84404 Contact: Lance Wood (801) 731-3011	**Brown and Caldwell** 6955 Union Park Center, Suite 270 Midvale, UT 84047 Contact: Mike Kobe (801) – 803-4716

Dec-13	Apr-14	**Grantsville NorthEast Sewer Interceptor Project** This project consisted of installing 5,300 feet of 24" and 3,700 feet of 18" PVC sewer main, removal of two existing lift stations and construction of a new sewer lift station 28' deep. The work also included dewatering and bypass pumping of existing sewer flows.	$1,544,000	**Grantsville City Corporation** 429 E Main Street Grantsville, UT 84029 Contact: Barry Bunderson (801) 618-5740	**Civil Proj-Ex, INC** 225 E Main St. Suite M Granstville, UT 84029
Aug-13	Mar-14	**Center Street and Willow Park Pump House & Water Project** This project consisted of rebuilding two culinary water well pump stations with new 450-HP well pumps rated at 4,500 GPM. The pump station work included new chlorination systems, electrical, HVAC, and rehabilitation of the building structures. The work also included 1,800-ft of 8" & 16" C900 PVC waterline, a 20" directional drill, two new PRV stations (6" & 12") and associated site restoration.	$1,891,000	**Logan City Corporation** 950 West 600 North Logan City, UT 84321 Contact: Bill Young (435) 716-9620	**Hansen, Allen & Luce, Inc.** 859 S Jordan Pkwy Ste. 200 South Jordan, UT 84095
Oct-13	Jan-14	**FES Cavern Backfill Project** This project was to provide abandonment and backfill of an existing 95 foot deep frozen earth propane storage cavern. 4,000 cy of grout was pumped into the bottom of cavern to plug the aquifer and 29,000 cy of backfill was installed to backfill the remainder of the excavation. Existing ground freeze wells were also grouted and abandoned as part of this project.	$936,650	**Holly Frontier Companies** 1070 W 500 S West Bountiful, UT 84087 Contact: Angela Somerville (801) 299-6661	
Sep-13	Dec-13	**Airport Road Sewer and Storm Drain Project** This project included the replacement of 2,400 feet of 10" PVC sewer and approximately 1,000 feet of 30" RCP storm drain piping in a heavy traffic roadway. The work included extensive surface restoration and storm retention pond upgrades.	$781,000	**West Jordan City Corporation** 8000 S Redwood Rd West Jordan, UT 84088 Contact: Roger Payne (801) 569-5070	**Psomas** 4179 Riverboat Rd Suite 200 Salt Lake City, UT 84123 Contact: Ted Mickelsen 801-270-5777
Oct-13	Jun-14	**Gentile Street IHP Gas Replacement Project** Approximately 5,700 feet of new 8", 2,300 feet of 4" and 800' of 6" gas mains are being replaced with approximately 8,000 feet of the pipeline being directional drilled. 56 gas services are also being replaced along with all related surface repairs.	$754,000	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact: (801) 324-3328	
Jun-13	Jun-14	**Park City WA1349 Gas Regulator Station Project** This project consisted of constructing a new gas regulator station and associated sitework including connections to the existing 10" HP and 8" IHP piping, retaining and masonary wall installation, landscaping, sitework and building for regulator valves	$556,500	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact: (801) 324-3328	
Jun-13	Nov-13	**3500 S Waterline Project** 4,100 feet of 24" and 3,300 feet of 12" PVC DR-18 waterlines were installed on this project.The project was made more difficult due to the high volume of traffic in the area, the UDOT road restoration requirements and the high number of utility conflicts on the project.	$2,760,000	**Granger-Hunter Improvement District** 2888 South 3600 West West Valley City, UT 84119 Contact: Brad Paxman (801) 968-3551	**Horrocks Engineers** 2162 West Grove Parkway Suite 400 Pleasant Grove, UT 84062 Contact: 801-532-1545
Feb-13	Oct-13	**Washington Terrace Well #3 Pump Station** This project consisted of the reconstruction of an existing culinary well and pumphouse. Work included well rehabilitation, new CMU well building, installation of a new 500HP well pump along with associated electrical, HVAC, 12" Piping, hardscape and landscape restoration.	$589,000	**Weber Basin Water Conservancy District** 2837 East Highway 193 Layton, UT 84040 Contact: Darren Hess (801) 771-1677	**Stantec Consulting Servies** 3995 South 700 East, Suite 300 Salt Lake City, Utah 84107 Contact: Seth Briggs 801-261-0090
Oct-12	Nov-13	**Cache Water Restoration Project** This CMGC project included 8,000 feet of new box culvert was installed on a very narrow shelf on the Logan canyon hillside, 5,800 feet of 66" RCP in a narrow canal easement, 5,100 feet of 42" PVC pressure pipeline and approximately 14,000 feet of 6" to 20" HDPE pressure piping through Logan City. Significant rock excavation, cast-in-place concrete, rock fall protection, directional drilling, river bypass and dewatering work are also key components on this project.	$18,970,000	**Cache County Corporation** 179 North Main Logan, UT 84321 Contact: Bob Fotheringham (435) 755-1650	**J-U-B Engineers** 1047 S 100 W #180 Logan, UT 84321 Contact: Zane Murray 435-713-9514
Aug-13	Nov-13	**Sandy 8800 S Upsize Project** This project was to upsize 2,100 feet of existing 12" sewer to 15" PVC sewer pipe and another 3,400 feet of 8" sewer to 10" PVC sewer pipe. The work was accomplished by pipebursting of the existing pipelines. Two exceptionally difficult sections were replaced beneath existing homes in one area and 700 E street. Bypass pumping was another critical component of this project.	$1,256,000	**Sandy Suburban Improvement District** 8855 S 700 W Sandy, UT 84070 Contact: Scott Nielsen (801) 561-7662	**Bowen, Collins & Associates** 756 East 12200 South Draper, UT 84020 Contact: Jared Oldroyd
Dec-12	Nov-13	**Questar- Feeder Line 26** This high pressure gasline project included installation of approximately 13,000 feet of 24" welded steel pipe through the Geneva Steel property site and the streets of Vineyard to a new Pacificorp power plant. The work included a 270 foot jack & bore highway crossing, a 550 foot directional drill crossing of 1600 N and street restoration.	$3,533,000	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact: (801) 324-3328	

Dec-12	Nov-13	**Ogden Canyon Pipeline Project** This CMGC pipeline rehabilitation project consisted of replacement of approximately 23,000-lf of existing steel with 24" PVC waterline in UDOT ROW (Hwy 38). This project was complicated by the extremely narrow work area of 12' to 15' widths, UDOT constraints, steep hillside construction and the need to complete much of the project during the winter months when the existing pipeline could be shutdown. Other challenges on the project include maintaining canyon traffic during construction, providing temporary water for over 100 homes for the duration of the project and rock excavation.	$10,600,000	**Ogden City Corporation** 133 W 29th St Ogden, UT 84401 Contact: Kenton Moffett (801) 629-8097	**Horrocks Engineers** 2162 West Grove Parkway Suite 400 Pleasant Grove, UT 84062
Jun-13	Oct-13	**Provo Belt Line IHP** This intermediate high pressure gasline project for Questar was to install approximately 4,600 feet of new 10" welded steel natural gas pipeline, services and road restoration.	$823,000	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact: (801) 324-3328	
Dec-12	Oct-13	**SR 252 Logan 10th West Road Reconstruction** The utility portion of this roadway reconstruction project consisted of over 10,000 feet of 15" to 54" storm drain piping, 33,000 feet of 6" to 24" PVC C-900 waterlines and 14,000 feet of 10" to 60" HDPE sewer, sewer structure with slide gates, as well as all appurtenances. This project required intense coordination between UDOT and the other contractors onsite as well as extensive bypass pumping.	$8,000,000	**Ralph Wadsworth Construction** 166 E 14000 S, #200 Draper, UT 84020 Contact: Gaylen Stewart (801) 301-2701	
Nov-12	Jun-13	**Last Chance Waterline Replacement Project** 2,000 feet of new 12" welded steel waterline was installed on the Deer Valley Mountain Resort and included replacing an existing check valve station. Steep mountain construction and significant rock excavation made this a challenging project.	$468,000	**Park City Corporation** 445 Marsac Park City, UT 84060 Contact: Roger McClain (435) 615-5329	**Bowen, Collins & Associates** 154 14075 S Draper, UT 84020 Contact: Jon Oldham 801-495-2224
Dec-12	May-13	**Pump Station 113** Construction of a 86MGD brine pump station on the station with (3) 100HP axial flow pumps. Project required construction of a new galvanized sheetpile cofferdam with inlet/outlet wingwalls and a new platform mounted pump station with (3) 100HP axial flow pumps. The work also included installation of a cement-bentonite slurry wall, extensive salt water dewatering, earthwork, rip-rap, flushing water system and new electrical.	$2,626,000	**Great Salt Lake Mineral Corporation** 765 N 10500 W Ogden, UT 84404 Contact: Tom Burton 801-731-3100	**Bowen, Collins & Associates** 154 14075 S Draper, UT 84020 Contact: Thayne Clark 801-495-2224
Nov-12	May-13	**USU Huntsman School of Business Utility Tunnel** This project consisted of utility relocations and tunnel excavation and shoring for approximatly 250 feet of new utiltiy tunnel on the Utah State University campus.	$592,000	**Spindler Construction Co.** 901 US 89 Logan, UT 84321 Contact: Jim Spindler (435) 753-0722	
Aug-12	Nov-12	**McGhie Springs Tunnel and Pipeline Rehabilitaion** Six spring tunnels were rehabilitated for this unique project and 3,000 feet of new 8" to 16" HDPE collection pipe was installed, a new spring was developed and metering boxes installed. To rehabilitate the spring tunnels, a new shotcrete ceiling was installed, and perforated piping, rock and liner placed in the existing collection troughs. This difficult hand work was completed in tunnels 2 1/2 feet wide 5' tall and up to 150 feet long.	$764,000	**Murray City Corporation** 5025 S State Street Salt Lake City, UT 84107 Contact: Dan Astill (801) 550-4725	**Bowen, Collins & Associates** 154 14075 S Draper, UT 84020 Contact: Cody Moultrie 801-495-2224
May-12	Sep-12	**2012 Sewer Line Project** This project included installation of 5,800 feet of 21" gravity sewer, 1,575 feet of 8" sewer and a new sewer lift station. This project was made difficult by the rock trenching required for construction. Approximately 4,000 CY of lava rock was removed for the pipeline installation. Other work included highway crossings, bypass pumping and surface restoration.	$1,925,000	**City of Buhl** 203 Broadway North Buhl, ID 83316 Contact: Scott Bybee (208) 421-7643	
Jan-12	Dec-12	**Questar Gas- 2012 Misc High Pressure Rehabilitation Projects** Rehabilitation and replacement of various high pressure gas feeder lines throughout Utah and Wyoming as well as construction of new regulator stations.	$1,850,000	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact: (801) 324-3328	
Nov-11	Jun-13	**Wastewater Improvements Project Phase 2** This project consisted of installing approximately 7,400 feet of new 6" C900 PVC pressure sewer and 3,500 feet of 12" SDR 35 PVC gravity sewer in areas of high groundwater and lava rock. Rehabilitation of existing sewer lagoons with dredging of the lagoons, earthwork and new HDPE lagoon liner. New sewer lift station, booster pump station improvements and new aeration system. Other work includes monitoring well installation, two jack and bore crossings and associated electrical and SCADA work.	$2,407,000	**City of Lava Hot Springs** 115 W Elm Street Lava Hot Springs, ID 83246 Contact: 208-776-5820	**Keller Associates** 305 North 3rd Ave., Suite A Pocatello, ID 83201 Contact: Bryan Phinney (208) 238-2146
Jul-12	Nov-12	**2012 Waterline Replacement Project** 4,100 feet of new 18" PVC C900 waterline was installed for this project, including a directional drill installation under an existing canal. This project was made challenging due to having to complete much of the work in Redwood Road and 4700 S which required night-time construction and flowable fill backfill for all of the new pipeline installation. Extensive traffic control and public coordination was also required for this project.	$1,696,000	**Taylorsville Bennion Improvement District** 1800 W 4700 S Taylorsville, UT 84118 Contact: Kevin Fenn 801-541-0805	**Bowen, Collins & Associates** 154 14075 S Draper, UT 84020 Contact: 801-495-2224

Jun-12	Aug-12	**300 E Street Widening Project** This project consisted of installation of 2,300 feet of RCP 42" storm drain piping, construction of a new detention basin and widening of an existing roadway with roadway excavation, asphalt paving, concrete flatwork and landscape restoration.	$1,340,000	**Draper City Corporation** 1020 E Pioneer Road Draper, UT 84020 Contact: Todd Hammond (801) 576-6336	**Draper City Engineering** 1020 E Pioneer Road Draper, UT 84020 Contact: Robert Markle 801-831-0661
Aug-11	Jun-12	**Winchester Storm Drain and Waterline** Installation of over 2,100 lf of 15"-30" RCP storm drain, catch basins, manholes, junction box, installation of 2,900 lf of 10" ductile iron waterline, fire hydrants, service connections, landscape restoration, and asphalt.	$985,000	**Murray City Corporation** 5025 S State Street Salt Lake City, UT 84107 Contact: Dan Astill (801) 550-4725	**Hansen, Allen, & Luce** 6771 South 900 East Midvale, UT 84047 Contact: Tyler Shelley 801-566-5599
Mar-12	Jun-12	**Center Street 10" & 18" Water Rehabilitation** 3,000 feet of existing 10" was upsized to 12" Fusible PVC pipe by pipe-bursting and 3,100 feet of 18" pipe was sliplined with 12" FPVC. Extensive traffic control and a number of unknown utiltiy conflicts made this a challenging project to complete.	$621,000	**Weber Basin Water Conservancy District** 2837 East Highway 193 Layton, UT 84040 Contact: Darren Hess (801) 771-1677	Design-Build Services
Oct-11	Mar-11	**700 S Railroad Bores** Construction of six separate bored crossings under UPRR tracks for utility relocations. Work included two direct jacked 48" RCP TBM bores each 220 feet long. Also completed were (2) 24" and (2) 20" steel casing bores by pilot tube microtunneling each 200 feet long. Bore pits we installed at depths up to 20' deep and extensive dewatering was required.	$947,000	**Clearfield City** 55 S State Street Clearfield, UT 84015 Contact: Scott Hodge (801) 866-0550	**Civil Engineering Consultants** 5141 South 1500 West Riverdale, UT 84405 Contact: R. Todd Freeman 801-866-0550
Dec-11	Apr-12	**Layton Canal Lining** Project included concrete lining of approximately 6,400 ft of the Layton Canal. Work included channel excavation, underdrain placement and approximately 3,200 CY of concrete liner, new access ramps, transition connections, and flow measurement devices.	$2,699,000	**Weber Basin Water Conservancy District** 2837 East Highway 193 Layton, UT 84040 Contact: Lou Eddy (801) 771-1677	**Stantec** 3995 South 700 East, Suite 300 Salt Lake City, UT 84107 Contact: Seth Briggs 801-261-0090
Jul-11	Dec-11	**Alpine/Highland/American Fork Sewer Outfall** Removal of existing 24" RCP sewer trunkline, installation of 1,675 feet of 42" HOBAS sewer, and 84 feet of 66" steel casing bored under UPRR and UTA trax lines. A 100% redundant bypass pumping system capable of handling five million gpd was installed and maintained 24-hr/day.	$1,121,000	**Timpanogos Special Services District** 6400 North 5050 West American Fork, UT 84003 Contact: John Adams (801) 756-5231	**Bowen Collins & Associates** 154 East 14075 South Draper, UT 84020 Contact: Brandon Wyatt 801-495-2224
Jun-11	Nov-11	**Moab & Monticello IHP Replacement** Installation of approximately 29,000 LF of new gas mains and 10,000 lf of services lines for replacement of the aging gas infrastructure in town. Approximately 22,000 lf of the project was completed by directional drilling.	$1,260,000	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact: Dennis Weir (801) 791-3886	
Jun-11	Nov-11	**Mountain View Corridor HP & IHP Relocations** Installation of over 1000 LF of 16", 7280 LF of 12", and 1215 LF of 6" high pressure gas main, and 16,500 LF of 2" to 12" intermediate high pressure gas main along the mountain view corridor requiring several bores and crossing major arteries along Redwood Road.	$1,657,000	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact: Quinn Evans (801) 324-3328	
Apr-11	Jan-12	**Mountain View Corridor Segments 4 & 5** Installation and relocation of utilities for the Mountain View Corridor Freeway. Includes multiple crossings of the Kern River HP petroleum lines and Questar HP gas lines, Installation of encased crossings of new sewer and waterlines. Extensive bypass pumping and installation of 3,300 lf of new 16" HDPE waterline and 2,800 lf of new 15" sewerline.	$1,943,000	**Copper Hills Constructors** **(Kiewitt/Granite/WW ClydeJV)** Contact: Wes Siddoway (801) 831-6175	
Apr-11	Nov-11	**Kemmerer 2011 IHP Gas Replacement Project** Installation of approximately 50,000 lf 2" & 4" gas mains by directional drilling and installation of over 62,000 lf of new service lines with associated rock excavation, and surface restoration.	$1,750,000	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact:	
Jan-11	Dec-13	**Questar - Northern Utah Blanket** Blanket contract for the installation of all Natural Gas Mains, services, & accessories for 3 zones in Northern Utah Work includes the installation of approx. 1,000,000 LF of 2"-8" HDPE pipe annually.	$20,000,000	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact: Vaughn Shosted (801) 324-3384	
Jan-11	Jun-12	**North Shore Aqueduct - North & West Segments** Construction of 2.6 miles of 60" and 3 miles of 48" Welded Steel Water Transmission Pipeline, (3) Cast-in-Place Concrete Turnout Valve Vaults and (2) Bored Casings under UDOT ROW (1-72" & 1-60"). Work also included Air Valve/Manway Vaults, Traffic Control, Asphalt Restoration and Field Restoration.	$18,900,000	**Central Utah Water Conservancy District** 355 W University Parkway Orem, UT 84058 Contact: Cort Lambson (801) 226-7179 CORT@cuwcd.com	**CH2M Hill** 4246 Riverboat RD #210 Taylorsville, UT 84123
Mar-09	Oct-11	**Naughton Sitework Projects** Installation of new utilties for a major expansion of the existing coal-fired power plan, including installation of new high pressure gas lines, mine water lines, sewer and ash lines, telephone and power trenching and other process piping required.	$2,400,000	**PacifiCorp** 825 NE Multnomah Street Portland, OR 97232	

Nov-10	Nov-11	**North Salt Lake Detention Basin** Installation of 2,000-ft of 66" RCP Storm Drain and construction of a 23 ac-ft stormwater detention basin requiring 88,000-cy of excavation. 66" RCP was installed at depth of up to 20-ft with dewatering and bypass pumping of existing flows required. Work also included (4) new precast inlet/outlet control structures, fencing, access road construction, revegetation and wetland protection.	$1,180,000	**Davis County Public Works** 1500 East 650 North Fruit Heights, UT 84037 Contact: Kirk Schmalz (801) 444-2230
Oct-10	Nov-11	**Barton Creek Flood Control Project** Installation of 3,060-ft of 9'x4' & 100-ft of 10'x5' Precast Concrete BoxCulvert in UDOT's I-15 ROW including Open Cut Off Ramp and Freeway crossing requiring 24 hr/dy weekend work to complete. Project also included (6) new cast-in-place concrete structures, extensive traffic control, utility relocations, and pavement restoration.	$2,890,000	**Davis County Public Works** 1500 East 650 North Fruit Heights, UT 84037 Contact: Kirk Schmalz (801) 444-2230
Feb-11	Jul-11	**Pump Station 112 Rebuild** Construction of a 86MGD brine pump station on the west side of the Great Salt Lake. Work consisted of construction of a new galvanized sheetpile cofferdam with inlet/outlet wingwalls and a new platform mounted pump station with (3) 100HP axial flow pumps. The work also included extensive salt water dewatering, earthwork, rip-rap, flushing water system and new electrical.	$1,402,000	**Great Salt Lake Mineral Corporation** Contact: Thayne Clark Bowen, Collins & Associates (801) 495-2224
Jan-10	Jul-11	**ULS- Isolation/Flushing Valve Structure** Construction of a dual 96" and 60" pigging station structure including 2- 24" cone valves and 1-42" cone valve a 10 acre flushing basin requiring 90,000 cy of excavation Approximately 300 ft of 96" WSP and 750 ft of 60" WSP were also installed as part of this project.	$6,774,000	**Central Utah Water Conservancy District** 355 W University Parkway Orem, UT 84058 Contact: Chris Hansen (801) 226-7100
Jun-10	Jun-11	**U of U- Chilled Water Distribution Piping** Installation of approximately 3,500 ft of new 4" to 16" HDPE chilled water piping through the University of Utah Included extensive utility conflicts and surface restoration of campus facilities.	$724,000	**Chevron Energy Systems** 448 E. Winchester St., Ste 175 Salt Lake City, UT 84107 Contact: Mark Adams (801) 290-4417
Aug-10	Jun-11	**900 E Distribution Pipeline** Installation of aproximately 9,100 ft of new 16" Fusible C905 PVC pipe by open cut and directional drilling. Includes numerous connections to existing piping and extensive traffic control requirements.	$2,365,000	**Jordan Valley Water Conservancy District** 8215 S 1300 W West Jordan, UT 84088 Contact: Jan Erickson (801) 565-4300
Jan-11	Apr-11	**Lake Bottom Canal Piping** Installation of 2,700-ft of 54" RCP Irrigation Piping within an existing canal ROW. Work included cobble stabilization, precast cleanout boxes, rip-rap and revegetation. The project required coordination with UPRR for work near their ROW.	$785,000	**Lake Bottom Irrigation Company** PO Box 1471 Orem, UT 84059 Contact: Eldon Packer (801) 376-4178 Contact: Carl Cook (RB&G Engineers) (801) 374-5771
Jan-11	Apr-11	**Lower Canal Enclosure Projects** Installation of approximately 4,800 LF of 66" RCP pipe and installation of 1,300 LF of open channel liner to improve portions of the lower Davis-Weber canal. Included removal of existing canal liner, transition and turnout structures, and associated surface restoration.	$2,410,000	**Davis & Weber Counties Canal Co.** 138 W 1300 N Sunset, UT 84056 Contact: Ivan Ray (801) 776-3392
Oct-10	Jan-11	**Brigham City Automatic Water Meter Upgrade** Citywide replacement or retrofit of existing water meters with new automatic radio read meters. Work included installation of nearly 6,000 3/4" - 8" water meters, retrofit of existing meter lids and coordination for new meter reading with the city's billing system.	$1,500,000	**Brigham City Corporation** 20 North Main Brigham City, UT 84302 Contact: Blake Fonnesbeck (435) 734-2001
Jan-10	Jan-11	**Grace ID - Water System Replacement** This project included the replacement of the entire culinary water distribution system for the town. Over 61,000 ft of new 6"-16" PVC & HDPE pipe was installed. New water services w/ AMR meters were installed to over 360 homes. Also constructed was a 1.0 Million gallon water tank	$4,269,000	**City of Grace** PO Box 214 Grace, ID 83421 Contact: JUB Engineers - Bryce Wilcox (801) 547-0393
Aug-10	Nov-10	**114000 S Storm Drain Project** Approximately 5,200 ft of new 36" and 42" RCP storm drain piping including new detention basin control structures Extensive traffic control was required as part of this project	$1,346,000	**Sandy City Corporation** 1000 Centennial Pkwy, Ste 310 Sandy, UT 84070 Contact: Rod Sorenson (801) 568-7280
Oct-08	Sep-10	**CWSID Mass Excavation & Dewatering Project-** Provide mass excavation of over 250,000 cy of existing soils for new sewer plant structures at depths up to 45' deep, 32,000 sf of sheet piled shoring, installation of complete design-build dewatering system with over 2,800' of soil-bentonite slurry wall around excavation areas.	$6,972,500	**MWH Constructors, Inc.** 10619 South Jordan Gateway Salt Lake City, UT 84095 Contact: Ben McGeachy (801) 617-3200

Sep-09	Jul-10	**Brigham City Water Reclamation Facility Upgrade** The work includes the upgrades to the existing headworks building & installation of headworks screens & wash presses; construction of a new final clarifier, expansion of the existing equipment, construction of a new UV disinfection building and installation of a new UV disinfection system. The work also includes replacement & installation of new RAS, WAS, and intermediate pumps & all associated civil, mechanical and electrical work required to complete the project.	$2,699,157	**Brigham City Corporation** 20 North Main Brigham City, UT 84302 Contact: Tyler Pugsley (435) 734-2001
Jul-09	Jun-10	**South Jordan Force Main** Construction of two 42-inch (O.D.) HDPE pipelines, approximately 18,000 feet long. Includes two river crossings (open cut) and two road crossings (bored), installing air/vac valve vaults, including sewage air release valves and sewage vacuum breaker valves, also includes 1,800 linear feet of 48-inch HOBAS gravity sewer line and manholes, and the installation of a 4-inch communications conduit with three 1-inch innerducts along the length of the HDPE pipelines. Restoration of wetlands, golf course and the Jordan River Trail was also required.	$10,138,760	**South Valley Sewer District** 874 East 12400 South Draper, UT 84020 Contact: Michael Foerster (801) 571-1166
Mar-09	Jun-10	**Spanish Fork Canyon Pipeline** Installation of 14,500 LF of 96" welded steel pipe. Includes road widening, extensive traffic control on Hwy 6, and coordination of equipment, pipe transport, and delivery to work in some very tight spaces.	$27,498,000	**Central Utah Water Conservancy District** 355 W University Parkway Orem, UT 84058 Contact: Chris Hansen (801) 226-7100
Jan-10	Mar-10	**Canal Forebay Project** Demolition and reconstruction of the canal Forebay including construction of approx. 600 ft of conc channel, debris screens, and assoc structures. Also, installation of owner-furnished radial and crest gates, and all work to prepare a dry work site along the Weber River.	$899,000	**Davis & Weber Counties Canal Co.** 138 W 1300 N Sunset, UT 84056 Contact: Ivan Ray (801) 776-3392
Oct-09	Mar-10	**DWC - 2009-2010 Canal Project** Construction of 1400-lf of 8'x7' precast concrete box culvert to replace an existing open canal. Work also included cast-in-place concrete transition structures, concrete retaining wall, and electrical conduits. The project was constructed in a very narrow ROW adjacent to the Weber River.	$985,000	**Davis & Weber Canal Company** 138 W 1300 N Sunset, UT 84056 Contact: Ivan Ray (801) 776-3392
Mar-09	Mar-10	**Hooper Irrigation: Taylor-West Weber Irrigation Reservoir and Pumphouse** Construction of a new 34 acre-foot lined reservoir and associated muliti-pump 600+ HP pumphouse. Including extensive dewatering, canal crossing and access road.	$3,198,000	**Hooper Irrigation Co.** 5375 S 5500 W Hooper, UT 84135 Contact: Theo Cox (801) 985-8429
Dec-08	Oct-09	**CWSID- Weber River Outfall Project** Installation of 4,300 lf of 108" RCP sewer in high groundwater at 20' depths. next to the Weber River. Includes concrete transition structures, creek and canal crossings.	$9,747,000	**Central Weber Sewer District** 2618 West Pioneer Rd. Ogden, UT 84404 Contact: Lance Wood (801) 731-3011
May-09	Jul-09	**Silver Sage/Little Valley Sewer** Remove & replace 2030 LF of 8" PVC sewer main, reconnect 31 - 4" sewer laterals, install 5 - 48" & 3 - 60" precast manholes, install 1 - 6" sewer drop, remove & replace 6,117 SY of asphalt pavement & restore 7 survey monuments.	$322,672	**South Valley Sewer District** 874 East 12400 South Draper, UT 84020 Contact: Michael Foerster (801) 571-1166
Jan-09	May-09	**Little Cottonwood Creek Debris Structure** Installation of a debris structure in a narrow area next to the creek with steep slopes and very rocky conditions. Required river diversion and bypass pumping, blasting to excavate boulders from the work zone, and 350 feet of gabion walls up to 20 ft high for erosion control.	$486,000	**Salt Lake County** 2001 South State Salt Lake City, UT 84190 Contact: Brent Miller (801) 468-2711
Mar-09	Oct-09	**Jordan River Phase 5 Sewer Project** Construction of approx 2,890 LF of 27" sewer pipe, 270 LF of 24" sewer pipe, 60 LF of 28" HDPE, 245 LF of steel casing crossing the Jordan River by open cut, & associated work.	$949,997	**South Valley Sewer District** 874 East 12400 South Draper, UT 84020 Contact: Michael Foerster (801) 571-1166
Oct-08	May-09	**7200 W Water Line & PRV Station Project-** Installation of over 5,000 feet of 12" PVC water main, 37 water service connections, 2 PRV stations, extensive traffic control for tie-ins, boring, and surface restoration.	$937,438	**Granger-Hunter Improvement District** 2888 South 3600 West West Valley City, UT 84119 Contact: Brad Paxman (801) 968-3551
Aug-08	Jul-09	**DWC-200 S Reservoir & Pump Station** Construction of a 13 acre-ft secondary water reservoir, pump station & meter vault. Work included a reservoir inlet structure with canal diversion, reservoir excavation, liner installation and placement of 3,700 ton of RipRap. The pump station consisted of (6) 250HP vertical turbine pumps rated at 2250 gpm at 350-ft TDH. The pumps discharged to a 36" welded steel	$2,648,000	**Davis & Weber Canal Company** 138 W 1300 N Sunset, UT 84056 Contact: Ivan Ray (801) 776-3392

		manifold and a 36" DI feed to the existing system. installed pump station capacity was 19.4 MGD.		
Jul-08	May-09	**Wakegan Project** Project consists of installation of 43,090 LF of 24" 2,375 LF of 20"and 4630 LF of 12" DI Waterline. Installation of 23,140 LF of 14" and 32,570 LF of 16" PVC, C900 Sewer Force Main. This project also included over 2,250 LF of 20" through 30" Steel Casing Bores and 1,200 LF of 14" through 24" directional drills under the Bear River and Black Slough. The carrier pipe used for the bores and directional drills was Fusible PVC pipe with over 3,400 LF of 14" - 24" FPVC installed.	**$12,000,000**	**Brigham City Corporation** 20 North Main Brigham City, UT 84302 Contact: Tyler Pugsley (435) 734-2001
May-08	Mar-09	**Dewitt Pipeline Rehab** Canal, highway, and 3 river crossings for installation 10,500 LF of 36" welded steel pipe, construction of flow control vault, with extensive traffic control plan, and blasting.	**$8,300,000**	**Logan City Corporation** 950 West 600 North Logan City, UT 84321 Contact: Bill Young (435) 716-9620
Sep-08	Dec-08	**Bingham Junction Lift Station-** Installation of new sewer lift station next to the Jordan River with no dewatering allowed due to contaminated groundwater. Work included 400-ft of 24" HDPE gravity sewer and 540-ft of 16" HDPE force main directionally drilled under the Jordan River. The pumping system was a Gorman-Rupp package with (2) 25HP pumps rated at 2350gpm at 25-ft TDH. The building also included provisions for a future third pump package. Installed pump station capacity was 6.7MGD.	**$1,383,000**	**Midvale City** 655 West Center Street Midvale, UT 84047 Contact: Keith Ludwig (801) 256-2574
Aug-08	Dec-08	**SLC Landfill Leachate Pond & Methane Gas** Project- Installation of 14,000 LF of 6"-8" HDPE methane gas collection piping with a 30,000 CY, HDPE lined leachate evaporation pond, and HDPE sump structure with 24" sump feed line.	**$924,770**	**Salt Lake City Corp.** 1530 South State St. Salt Lake City, UT 84111 Contact: Ed McDonald (801) 483-6785
Jun-08	Sep-08	**Granite Tank Water Pipeline** Project consisted of installation of over 2,000 LF of 20" DI Pipe at depths up to 21 feet. Several large granite boulders had to be broken up by jack hammer in order to remove them from the running line of the pipe.	**$1,100,000**	**Sandy City Corporation** 1000 Centennial Pkwy, Ste 310 Sandy, UT 84070 Contact: Rod Sorenson (801) 568-7280
Jun-08	Jul-08	**700 South Sewer Pipe Burst** Installation of 1,400 feet of 16" HDPE sewer using the pipe burst method. Extensive traffic control was needed to work through heavy congestion between 2 UDOT highways. Also included service connections and manholes.	**$324,600**	**Pleasant Grove City** 70 S 100 E Pleasant Grove, UT 84062 Contact: Lynn Walker (801) 785-2941
May-08	Oct-08	**Murray Fire Clay Sewer** 42" bored casing 100 feet crossing the TRAX Railway, 100 feet of 36" bored casing under Union Pacific Railway and 320 feet of 42" casing bored under I-15 and installation of 5,600 feet of 8-24" PVC sewer, with manholes and surface restoration, extensive utility relocates, bypass pumpng and traffic control.	**$2,120,840**	**Murray City Corporation** 5025 S State Street Salt Lake City, UT 84107 Contact: Dan Astill (801) 550-4725
Feb-08	Jul-08	**Salt Lake City 500 East** Complete road reconstruction including curb and gutter, asphalt restoration, 10" sewer line, storm drain piping and catch basins, and water service reconnections.	**$1,358,000**	**Salt Lake City Corporation** 451 South State Street Salt Lake City, UT 84111 Contact: Joel Harrison (801) 483-6785
Nov-07	Nov-08	**Central Weber - Farr West Pump Station** Construction of a new 30-ft deep cast-in-place sewer lift station. Wet Well construction was sheet piled and excavated in high ground water, extensive dewatering was needed while constructing the structure. Project also included installation of over 1,000 LF of 24" PVC and 30" RCP gravity sewer pipe at depths of 20-ft. The pumps installed were Flygt submersibles with (3) 70HP pumps rated at 3475gpm at 37-ft TDH. The building also included provisions for a future forth pump. Installed pump station capacity was 15 MGD.	**$2,243,000**	**Central Weber Sewer District** 2618 West Pioneer Rd. Ogden, UT 84404 Contact: Lance Wood (801) 731-3011
Sep-07	Jul-08	**Dry Canyon Pipeline** Installation of energy dissipator at Logan River, relocating utilities, installation of 7,000 LF of 48"-60" RCP storm drain, curb and asphalt restoration	**$3,241,000**	**Logan City** 255 North Main Logan, Utah 84321 Contact: Bill Young (435) 716-9162
Jan-08	May-08	**7800 South Sewer Improvements** Replacement of 4500 LF of existing 15" RCP & PVC with new 24" HDPE by means of pipe bursting. Work	**$2,080,000**	**West Jordan City** 8000 South Redwood Rd. West Jordan, UT 84088

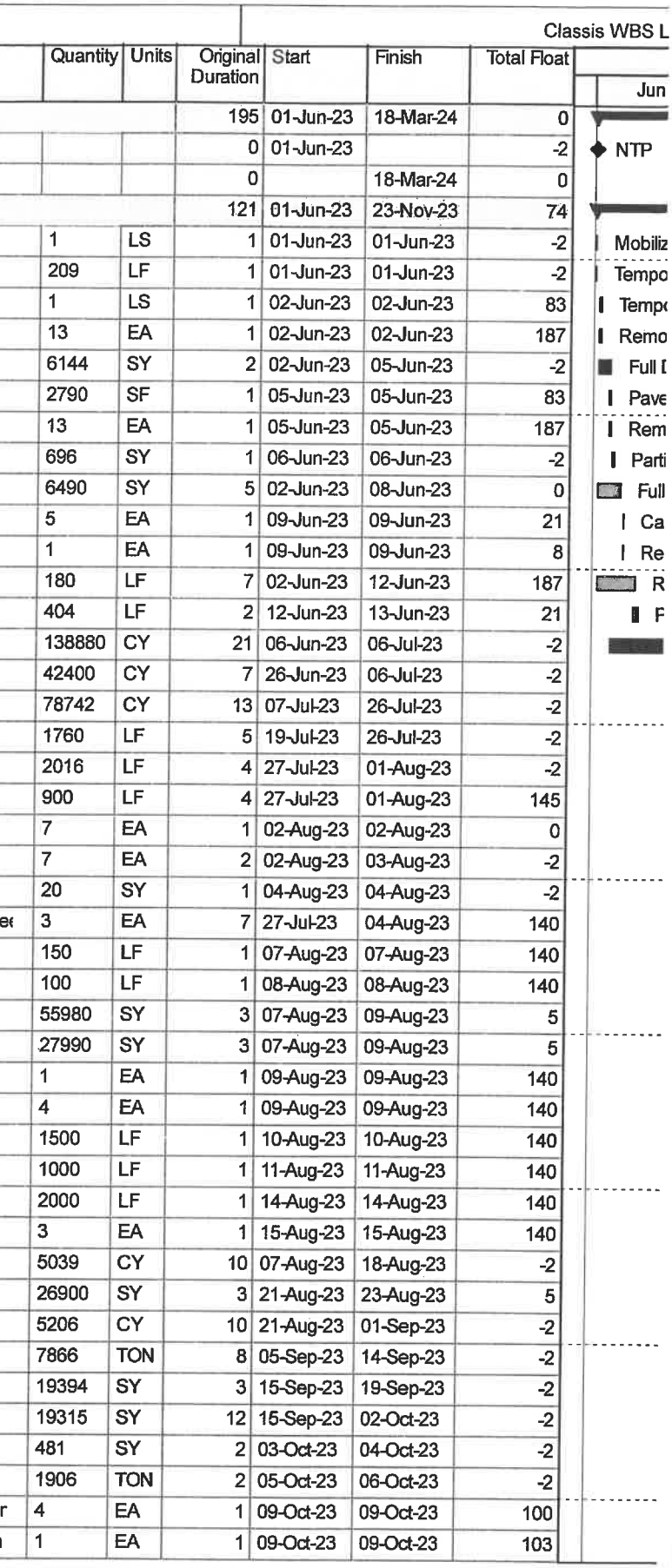
		also included open cut installation of 2,200 LF of 21" PVC and (3) Bores under UPRR Tracks.		Contact: Roger Payne (801) 569-5070
Jul-07	Jun-08	**West Outfall Replacement Sewer** Up to 20' excavation depth to install 11,200 LF of 36"-42" RCP Sewer incl. laterals and manholes, extensive dewatering, a canal crossing, and utility relocations	$6,178,736	**North Davis Sewer District** 4252 West 2200 South Syracuse, Utah 84075 Contact: David Hatch (801) 825-0712 dhatch@ndsd.com
Sep-07	May-08	**Central Weber Sewer - Plant Piping** Installation & Relocation of 4,600 LF of 18" - 36" RCP Sewer influent lines at the treatment plant. Groundwater levels were at 4-ft below grade which required over 40 dewatering wells to be installed to 30-ft deep. The main influent line was installed at depths of 20-25 ft deep.	$1,107,000	**Central Weber Sewer District** 2618 West Pioneer Rd. Ogden, UT 84404 Contact: Lance Wood (801) 731-3011
Jun-07	Feb-08	**Vineyard - West Sewer Outfall & Lift Station** Installation of 1,500 LF of 30" PVC gravity sewer, 20,000 LF of 16" PVC dual and single pressure sewer mains, two RR bores, construction of a new sewer lift station, valve vaults, manholes, and surface restoration. The pump system consisted of Fairbanks-Morse dry-pit submersibles with (3) 20HP pumps rated at 990gpm at 60-ft TDH. Installed pump station capacity was 4.3 MGD.	$4,685,745	**Harper Contracting** 8201 West 5400 South Salt Lake City, Utah 84044 Contact: Sean Noorda (801) 250-0132 JUB Engineers-Don Overson (801) 547-0393
Oct-07	Feb-08	**Brigham City Storm Drain Project - Ph. III** Construction of 9,500 LF of 24"-54" RCP Storm Drain Outfall, much of which was constructed through wetlands. Work also included (2) 48" Bores and construction of an access roadway.	$1,200,000	**Brigham City Corporation** 20 North Main Brigham City, Utah 84302 Contact: Bruce Leonard (435) 734-2001
Apr-07	Jan-08	**Jordan River Sewer Lift Station** Construction of a sewer lift station and maintenance building. Included installation of a Gorman-Rupp package pump system and a 84" dia. Precast Wet Well 32-ft deep adjacent to the Jordan River requiring extensive dewatering. The pumping system was a Gorman-Rupp package with (2) 15HP pumps rated at 650gpm at 36-ft TDH. Installed pump station capacity was 1.8 MGD.	$726,000	**Midvale City** 655 West Center Street Midvale, Utah 84047 Contact: (801) 256-2574
Nov-07	Dec-07	**Providence-Logan Canal Rehabilitation** Replacement of approx. 900-ft of existing concrete canal with a new 30" HDPE Siphon. The project was constructed on a sensitive hillside in a very narrow easement. The work also included air vents, service connections and revegetation.	$210,000	**Providence-Logan Irrigation Co.** Logan, Utah 84321 Contact: Chris Milbank (435) 753-3249
Oct-07	Mar-08	**Memorial Park Detention Basin** Consisted of an 8 acre-ft storm drain detention basin that also serves as a city park. Work included 15,000 cy of excavation and grading, installation of 1100 ft of 15"-36" concrete pipe, new concrete outlet structures and spillway, landscaping, and new irrigation system.	$423,000	**South Weber City** 1600 East South Weber Drive South Weber, UT 84405 Contact: (801) 479-3177
Apr-07	Dec-07	**Lakepark Blvd Extension & Highbury Parkway** Construction of over 6,000-ft of new urban collector streets for master planned development. Major work included 3,500-ft of 27" PVC Trunk Sewer 25-ft deep to abandon an existing lift station. Work also included all sewer, water, and storm drain piping, placement of two conspan bridges, roadway improvements, and street lighting	$8,623,730	**Zions Securities Corp** 5 Triad Center, Suite 450 Salt Lake City, Utah 84101 Contact: Terry Roylance (801) 321-8700
Nov-06	Jun-07	**Orem 800 North Pipeline Project** Installation of over 9,000 LF of 36" steel pipe in Orem, Utah. Included relocating and installing new utilities. Required an extensive traffic control plan, and a very fast paced schedule.	$4,500,000	**Central Utah Water Conservancy District** 355 W. University Parkway Orem, Utah 84058 Contact: KC Shaw (801) 226-7100
Mar-06	Jun-07	**Riverdale Outlet Sewer Replacement** Installation of 8,000 LF of 30" RCP gravity sewer along the Weber River with a 48" x 340' bore of the UPRR fast track, removal 1,200 LF of sewer main from existing casings under UPRR tracks and 31st street, and CIPP lining of the casings. Also included extensive bypass pumping and dewatering.	$3,909,201	**Central Weber Sewer District** 2618 West Pioneer Rd. Ogden, UT 84404 Contact: Lance Wood (801) 731-3011

Feb-06	Jun-07	**Layton Gentile Street Reconstruction** Complete reconstruction of Gentile Street from Main St to 2200 West. Included road widening relocating & installing new utilities, and construction of two new signalized intersections. Required an extensive traffic control plan, and a very fast paced schedule.	$9,100,000	**Layton City** 437 North Wasatch Drive Layton, Utah 84041 Contact: Terry Coburn (801) 336-3700
Jan-04	Nov-07	**Cottonwood Hills Subdivision** Phases 1-4 Installation and construction of all utilities to 400+ building lots. Utilities include sewer, water, irrigation, storm drain, land drain & gas. Earthwork, roads, sidewalk & curb also installed, along with a 400,000 gallon reinforced concrete water tank.	$14,000,000+	**Gardner Cottonwood Creek LLC** 12 South 400 West Suite 250 SLC, Utah 84101 Contact: Rulon Gardner (801) 456-1280
Dec-06	May-07	**Franklin Regional Lift Station/Interceptor** Construction of 20' deep cast-in-place wetwell with T-lock liner and installation of a Dakota triplex lift station with 2-1800 gpm pumps. Lift station site required deep excavation, engineered shoring, and extensive dewatering. Also associated with project was 5700' of 24" sewer trunkline at an average depth of 20' and full road restoration. The Dakota pre-fabricated lift station included (2) 60 HP Cornell pumps and space for a third. Pumps were rated at 1800gpm @ 97-ft TDH. Installed pump station capacity was 5.2 MGD.	$3,062,325	**City of Caldwell, ID** 621 Cleveland Blvd. Caldwell, ID 83605 Contact: Gordon Law (208) 455-3000
Nov-06	Mar-06	**North Davis Sewer** West Outfall Phase 1, 3&4 Installation of 19,700-ft of 48" Sewer trunkline near the Great Salt Lake in areas of high groundwater	$6,200,000	**North Davis Sewer District** 4252 W 2200 S Syracuse Ut. 84075 Contact: David Hatch (801) 825-0712
Oct-05	Dec-06	**Mud Creek Detention Basin** Construction of a 20 acre-ft regional storm drain detention basin serving No Ogden and Harrisville, including 32,000 cy of excavation, 5,000 cy of dam embankment fill, installation of 1200 ft of 12"-48" RCP, inlet/outlet control and overflow structures, and spillway.	$242,000	**North Ogden City** 505 East 2600 North North Ogden, UT 84414 Contact: (801) 737-2219
Sep-05	Jul-06	**Tony Grove Dam Improvements** Consisted of demolition of existing structures and clearing and grubbing of the existing vegetation from the dam, installation of new intake structure and gate stem with operating structure, sliplining and extension of outlet piping with new weir structure.	$250,000	**US Forest Service** 2222 E 2300 S Salt Lake City, UT 84119 Contact: L. Bryce Eddy (801) 975-3473
Jan-04	Oct-06	**North Davis Sewer District Plant** Upgrade Project. Yard piping for the new sewer plant upgrade w/ 3,855 ft pipe sizes from 36" to 72" WSP, lift stations, structures and excavations up to 30' deep	$5,700,000	**North Davis Sewer District** 4252 W 2200 S Syracuse Ut. 84075 Contact: David Hatch (801) 825-0712
Jan-04	Jul-05	**Manning Drive Steam Plant & Utility Tunnel Project** Installation of 3,200 LF of open cut, 14'x14' cast-in-place concrete utility tunnels at an average depth of 24-ft. Much of the excavation required blasting of over 60,000 cy of granite. Tunnel mechanical included (2) 30" Chilled Waterlines, (1) 24" LP Steam, (1) 12" HP Steam, (2) 10" Condensate Return Lines, Lighting & Ventilation. Work also included excavation, shoring and construction of the foundation walls for a new steam plant, construction of 5,000 LF of High Voltage Ductbank.	$29,000,000	**University of North Carolina Chapel Hill** 5811 Glenwood Ave., Suite 300 Raleigh, NC 27612 Contact: James Thompson (Carter-Burgess) (919) 932-1250
Dec-04	Mar-05	**Central Weber Sewer Weber River Crossing Re-hab** This project was to rehabilitate the existing river crossing of the sewer main that was in danger of failure due to scouring beneath the existing casing. New features installed were a sheet pile cut-off wall upstream of the sewer main, filling the scour hole with an aggregate base and installation of a new grouted rip-rap cap over the sewer pipe. The work was accomplished by diverting the Weber River. A kayak park was built as bonus feature to this	$600,000	**Central Weber Sewer District** 2618 West Pioneer Rd. Ogden, UT 84404 Contact: Lance Wood (801) 731-3011
Jan-04	Dec-10	**Questar - Northern Utah Blanket** Blanket contract for the installation of all Natural Gas Mains, services, & accessories for Northern Utah Work includes the installation of approx. 1,000,000 LF of 2"-8" HDPE pipe annually.	$50,000,000	**Questar Gas Company** 1140 West 200 South Salt Lake City, UT 84145 Contact: Vaughn Shosted (801) 324-3384
Jan-04	May-04	**Hooper Irrigation Reservoir & Pump Station**	$1,686,000	**Hooper Irrigation Co.** P.O. Box 184

		Construction of a 23 Acre-foot lined Reservoir and associated pump station The pump station consisted of (3) 250HP vertical turbine pumps rated at 4650 gpm at 172-ft TDH. The pumps discharged to a 36" welded steel manifold and has space to add (3) more 250 HP Pumps. Installed pump station capacity was 20 MGD.		Hooper, UT 84135 Contact: Dennis Steele (801) 547-0393
Nov-03	**Dec-05**	**BDO Sewer & Storm Drain Project** Installation of over 29,000-ft of 6" to 18" sewer pipe in areas of high groundwater and numerous utility conflicts and installation of 4,000-ft of 54" Storm Drain Pipe	**$3,875,000**	**Ogden City** 2549 Washington Blvd., Suite 610 Ogden, UT 84401 Contact: Larry Davis (801) 629-8980
May-03	**Oct-03**	**Wellsville Pump House** Construction of a 12" 170 foot deep well and pump house. Included a 5-stage 300 HP turbine pump and cast iron discharge head along with pump control building, installation of 370 feet of 14" waterline and connections, 24" storm drain, and surface restoration.	**$189,650**	**Wellsville City** 75 East Main Wellsville, UT 84339 Contact: (435) 245-3686
Apr-03	**Oct-03**	**Hooper Irrigation System - Phase I** Construction of over 90,000-ft of 4"-24" DI secondary water main and 600 services for a new distribution system.	**$2,429,000**	**Hooper Irrigation Co.** P.O. Box 184 Hooper, UT 84135 Contact: Dennis Steele (801) 547-0393
Jul-02	**Apr-03**	**BDO Water System** Replacement of the existing water system as part of redevelopement of a military base to a business park. Work included over 80,000-ft of 6"-12" of new waterline and apurtenances.	**$2,852,000**	**Ogden City** 2549 Washington Blvd., Suite 610 Ogden, UT 84401 Contact: Gaylord Gardner (801) 629-8980
Aug-01	**Jul-03**	**Nibley Sewer System** Construction of a new sewer system to over 700 residences. Work required deep excavation, shoring & dewatering to install over 150,000-ft of 4"-24" Sewer to depths of 25-ft.	**$7,687,000**	**City of Nibley** 625 West 3200 South Nibley, UT 84321 Contact: Larry Ahnder (435) 752-0431
Mar-01	**Aug-02**	**West Haven Sewer System** Construction of a new sewer system to over 400 residences. Work required deep excavation, shoring & extensive dewatering to install over 100,000-ft of 4"-21 Sewer to depths of 20-ft. The project also included the construction of a new 28' deep, sewer lift station and improvements to an existing lift station.	**$4,700,000**	**West Haven Special Service District** 2440 S. 2050 W., West Haven, UT 84401 West Haven, UT 84401 Contact: Steve Anderson (801) 731-4519
Jan-01	**Jul-02**	**USU Infrastructure - Utility Tunnels** Design-Build project for construction of 6,200-ft of cast-in-place concrete utility tunnels incl. steam & condensate piping. Work included utility relocations, a HV ductbank, and surface restoration.	**$22,600,000**	**State of Utah - DFCM** 4110 State Office Bldg. Salt Lake City, UT 84114 Contact: Blake Court (801) 538-3018
Jan-01	**Jun-01**	**Bear Lake - Rendezvous Beach Exp.** Construction of a new 60 site full service campground for the State of Utah. Project was design-build and construct during winter months.	**$2,010,000**	**State of Utah - DFCM** 4110 State Office Bldg. Salt Lake City, UT 84114 Contact: Lynn Hinrichs (801) 538-3018
Mar-00	**Aug-00**	**2700 W. Relief Sewer** Construction of 6,000-ft of 21" RCP sewer outfall through exist. Streets. Deep excavations of up to 21' were required along with a 42" bore.	**$1,060,000**	**North Davis Sewer District** 4252 W. 2200 S. Syracuse, UT 84075 Contact: David Hatch (801) 825-0712
Mar-99	**Jun-99**	**Tooele Sewer Interceptor C** Construction of 6200 lf of 33-inch HDPE, fusion welded sewer trunkline to the new sewer treatment plant. Work was completed in a new golf course in Tooele, UT. The pipeline was installed in cuts from 6 to 23 ft.	**$440,000**	**Tooele City** 50 South Main Tooele, UT 84074 (435) 843-2130
Apr-96	**May-97**	**Bear River Pumped Diversion Pipeline** Construction of 2700 lf of 54-inch HDPE, fusion welded pressure pipeline to connect a new pump station to an irrigation canal. Work was completed on the banks of the Bear River near Cornish, UT. The pipeline was installed in cuts of up to 20 ft and extensive dewatering was required.	**$510,000**	**West Cache Irrigation Co.** 1207 S. 400 E. Trenton, UT 84338 (435) 563-3501

SGU Airport Terminal Apron

Activity ID	Activity Name	Quantity	Units	Original Duration	Start	Finish	Total Float
SGU Airport Terminal Apron				195	01-Jun-23	18-Mar-24	0
A1010	NTP			0	01-Jun-23		-2
A1000	Substantial Completion			0		18-Mar-24	0
Phase 1				121	01-Jun-23	23-Nov-23	74
1071	Mobilization (10% Maximum)	1	LS	1	01-Jun-23	01-Jun-23	-2
1141	Temporary Construction Fence	209	LF	1	01-Jun-23	01-Jun-23	-2
1081	Temporary Erosion Control	1	LS	1	02-Jun-23	02-Jun-23	83
1231	Remove Taxiway Light in Pavement, Complete	13	EA	1	02-Jun-23	02-Jun-23	187
1301	Full Depth Asphalt Removal	6144	SY	2	02-Jun-23	05-Jun-23	-2
1111	Pavement Marking Obliteration	2790	SF	1	05-Jun-23	05-Jun-23	83
1241	Remove Taxiway Light and Install Blank Steel Cover	13	EA	1	05-Jun-23	05-Jun-23	187
1091	Partial Depth Asphalt Removal	696	SY	1	06-Jun-23	06-Jun-23	-2
1491	Full Depth Concrete Removal	6490	SY	5	02-Jun-23	08-Jun-23	0
1101	Catch Basin Removal	5	EA	1	09-Jun-23	09-Jun-23	21
1201	Remove Junction Box Plaza, Complete	1	EA	1	09-Jun-23	09-Jun-23	8
1511	Relocate Existing Fence	180	LF	7	02-Jun-23	12-Jun-23	187
1311	Pipe Removal	404	LF	2	12-Jun-23	13-Jun-23	21
1581	Unclassified Excavation (Double Shift)	138880	CY	21	06-Jun-23	06-Jul-23	-2
1571	Conditioned Clay Embankment (Double Shift)	42400	CY	7	26-Jun-23	06-Jul-23	-2
1591	On-site Suitable Embankment (Double Shift)	78742	CY	13	07-Jul-23	26-Jul-23	-2
1551	Storm Drain Pipe (Double Shift)	1760	LF	5	19-Jul-23	26-Jul-23	-2
1501	6-Inch Underdrain (Double Shift)	2016	LF	4	27-Jul-23	01-Aug-23	-2
1441	Install 1-2" PVC Conduit (Direct Earth Buried)	900	LF	4	27-Jul-23	01-Aug-23	145
1131	Underdrain Cleanout	7	EA	1	02-Aug-23	02-Aug-23	0
1431	Storm Drain Structures (Double Shift)	7	EA	2	02-Aug-23	03-Aug-23	-2
1121	Loose Riprap, 9-inch D50	20	SY	1	04-Aug-23	04-Aug-23	-2
1521	Install New 60' Apron Flood Light Pole with LED Luminec	3	EA	7	27-Jul-23	04-Aug-23	140
1181	Install 1-2" PVC Conduit (Concrete Encased)	150	LF	1	07-Aug-23	07-Aug-23	140
1191	Install 4-2" PVC Conduit (Concrete Encased)	100	LF	1	08-Aug-23	08-Aug-23	140
1361	Class 1, Non-Woven Separation Geotextile	55980	SY	3	07-Aug-23	09-Aug-23	5
1371	40 Mil LLDPE Geomembrane	27990	SY	3	07-Aug-23	09-Aug-23	5
1211	Reinstall Junction Box Plaza, Complete	1	EA	1	09-Aug-23	09-Aug-23	140
1221	Install Handhole, Complete	4	EA	1	09-Aug-23	09-Aug-23	140
1151	Install #8 AWG, L-824C, SOOOV Wire	1500	LF	1	10-Aug-23	10-Aug-23	140
1161	Install #6 AWG, Bare Copper Counterpoise	1000	LF	1	11-Aug-23	11-Aug-23	140
1171	Install #10AWG, XHHW, 600V Wire	2000	LF	1	14-Aug-23	14-Aug-23	140
1281	Remove L-858 Guidance Sign in Soil, Complete	3	EA	1	15-Aug-23	15-Aug-23	140
1451	Unstabilized Permeable Subbase Course	5039	CY	10	07-Aug-23	18-Aug-23	-2
1351	Class 2, Non-Woven Subsurface Drainage Geotextile	26900	SY	3	21-Aug-23	23-Aug-23	5
1531	Crushed Aggregate Base Course	5206	CY	10	21-Aug-23	01-Sep-23	-2
1541	Asphalt Mixture Base Course	7866	TON	8	05-Sep-23	14-Sep-23	-2
1381	Bond Breaker Fabric	19394	SY	3	15-Sep-23	19-Sep-23	-2
1561	Concrete Pavement, 15-inch	19315	SY	12	15-Sep-23	02-Oct-23	-2
1331	Concrete Pavement, 8-Inch	481	SY	2	03-Oct-23	04-Oct-23	-2
1321	Asphalt Surface Course	1906	TON	2	05-Oct-23	06-Oct-23	-2
1251	Reinstall Base Mounted L-861T(L) Taxiway Edge Light ir	4	EA	1	09-Oct-23	09-Oct-23	100
1461	Reinstall L-658 Guidance Sign on New Concrete Pad in	1	EA	1	09-Oct-23	09-Oct-23	103



Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

t w/ Quantites

11-Apr-23 08:54

)23

2024

Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun

18-Mar-24, SGU Airport Terminal Apron

Substantial Completion

23-Nov-23, Phase 1

(10% Maximum)

Construction Fence

Erosion Control

axiway Light in Pavement, Complete

Asphalt Removal

Marking Obliteration

axiway Light and Install Blank Steel Cover

pth Asphalt Removal

h Concrete Removal

asin Removal

Junction Box Plaza, Complete

te Existing Fence

emoval

Unclassified Excavation (Double Shift)

Conditioned Clay Embankment (Double Shift)

On-site Suitable Embankment (Double Shift)

Storm Drain Pipe (Double Shift)

6-Inch Underdrain (Double Shift)

Install 1-2" PVC Conduit (Direct Earth Buried)

Underdrain Cleanout

Storm Drain Structures (Double Shift)

Loose Riprap, 9-inch D50

Install New 60' Apron Flood Light Pole with LED Lumineers. Complete

Install 1-2" PVC Conduit (Concrete Encased)

Install 4-2" PVC Conduit (Concrete Encased)

Class 1, Non-Woven Separation Geotextile

40 Mil LLDPE Geomembrane

Reinstall Junction Box Plaza, Complete

Install Handhole, Complete

Install #8 AWG, L-824C, SOOOV Wire

Install #6 AWG, Bare Copper Counterpoise

Install #10AWG, XHHW, 600V Wire

Remove L-858 Guidance Sign in Soil, Complete

Unstabilized Permeable Subbase Course

Class 2, Non-Woven Subsurface Drainage Geotextile

Crushed Aggregate Base Course

Asphalt Mixture Base Course

Bond Breaker Fabric

Concrete Pavement, 15-inch

Concrete Pavement, 8-Inch

Asphalt Surface Course

Reinstall Base Mounted L-861T(L) Taxiway Edge Light in Pavement, Complete

Reinstall L-658 Guidance Sign on New Concrete Pad in Soil, Size 2, 2 Module, Complete

3

TASK filter: All Activities

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SGU Airport Terminal Apron

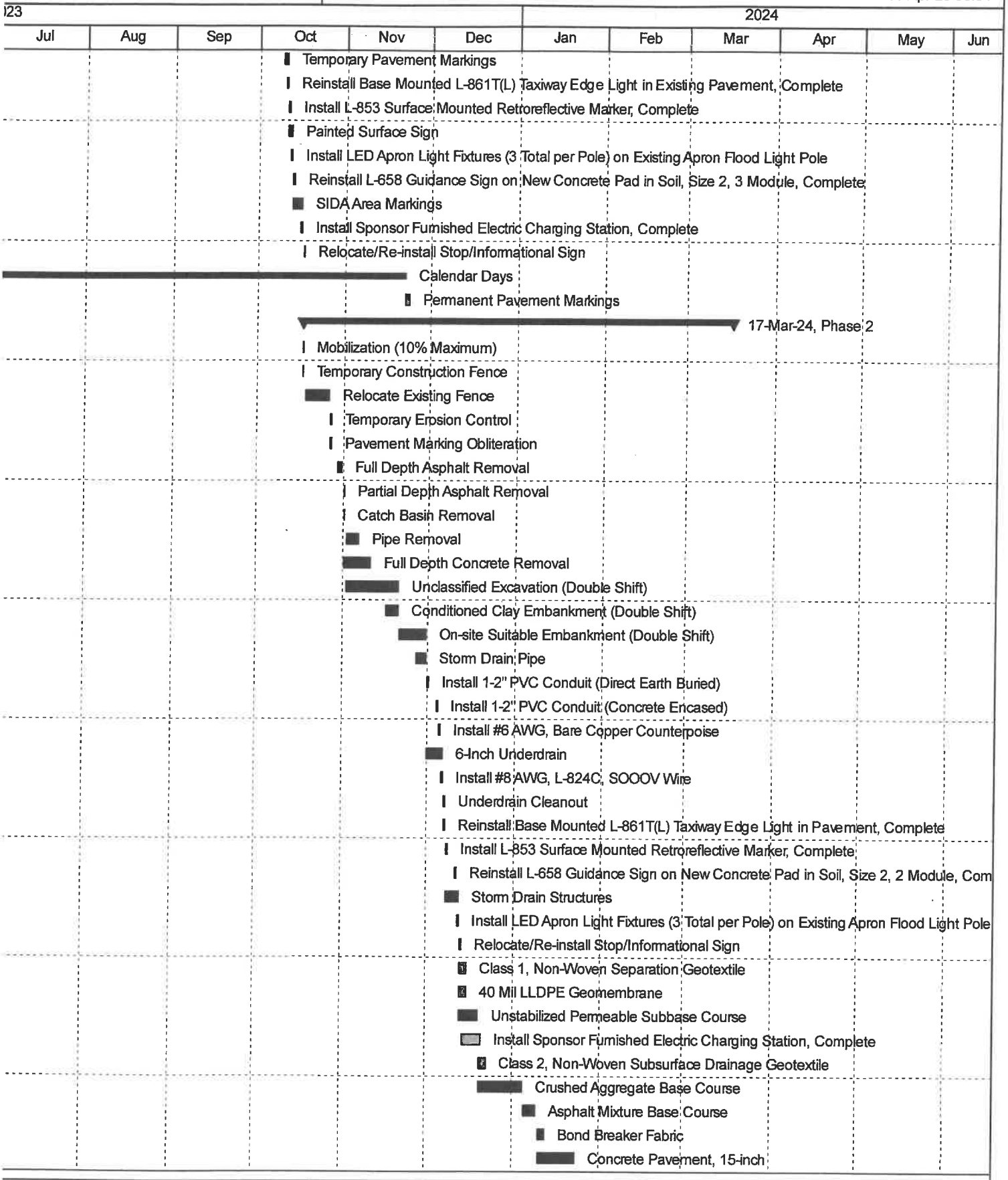
Classis WBS L

Activity ID	Activity Name	Quantity	Units	Original Duration	Start	Finish	Total Float
1401	Temporary Pavement Markings	13118	SF	2	09-Oct-23	10-Oct-23	-2
1261	Reinstall Base Mounted L-861T(L) Taxiway Edge Light ir	6	EA	1	10-Oct-23	10-Oct-23	100
1271	Install L-853 Surface Mounted Retroreflective Marker, Cc	9	EA	1	11-Oct-23	11-Oct-23	100
1421	Painted Surface Sign	28	EA	2	11-Oct-23	12-Oct-23	-2
1291	Install LED Apron Light Fixtures (3 Total per Pole) on Exis	2	EA	1	12-Oct-23	12-Oct-23	100
1471	Reinstall L-658 Guidance Sign on New Concrete Pad in	1	EA	1	13-Oct-23	13-Oct-23	100
1341	SIDA Area Markings	4202	SF	2	13-Oct-23	16-Oct-23	-2
1481	Install Sponsor Furnished Electric Charging Station, Con	1	LS	1	16-Oct-23	16-Oct-23	100
1391	Relocate/Re-install Stop/Informational Sign	3	EA	1	17-Oct-23	17-Oct-23	100
1601	Calendar Days			119	02-Jun-23	22-Nov-23	73
1411	Permanent Pavement Markings	10618	SF	2	22-Nov-23	23-Nov-23	113
Phase 2				101	17-Oct-23	17-Mar-24	0
2070	Mobilization (10% Maximum)	1	LS	1	17-Oct-23	17-Oct-23	-2
2140	Temporary Construction Fence	151	LF	1	17-Oct-23	17-Oct-23	-2
2420	Relocate Existing Fence	130	LF	7	18-Oct-23	26-Oct-23	-2
2080	Temporary Erosion Control	1	LS	1	27-Oct-23	27-Oct-23	-2
2120	Pavement Marking Obliteration	210	SF	1	27-Oct-23	27-Oct-23	55
2240	Full Depth Asphalt Removal	6356	SY	2	30-Oct-23	31-Oct-23	-2
2090	Partial Depth Asphalt Removal	504	SY	1	01-Nov-23	01-Nov-23	8
2100	Catch Basin Removal	4	EA	1	01-Nov-23	01-Nov-23	-2
2280	Pipe Removal	846	LF	3	02-Nov-23	06-Nov-23	-2
2430	Full Depth Concrete Removal	9310	SY	8	01-Nov-23	10-Nov-23	-2
2460	Unclassified Excavation (Double Shift)	76520	CY	13	02-Nov-23	20-Nov-23	-2
2450	Conditioned Clay Embankment (Double Shift)	19800	CY	3	16-Nov-23	20-Nov-23	-2
2470	On-site Suitable Embankment (Double Shift)	37158	CY	6	21-Nov-23	30-Nov-23	-2
2370	Storm Drain Pipe	700	LF	4	27-Nov-23	30-Nov-23	-2
2170	Install 1-2" PVC Conduit (Direct Earth Buried)	100	LF	1	01-Dec-23	01-Dec-23	56
2180	Install 1-2" PVC Conduit (Concrete Encased)	100	LF	1	04-Dec-23	04-Dec-23	56
2160	Install #6 AWG, Bare Copper Counterpoise	100	LF	1	05-Dec-23	05-Dec-23	56
2380	6-Inch Underdrain	1204	LF	4	01-Dec-23	06-Dec-23	-2
2150	Install #8 AWG, L-824C, SOOOV Wire	200	LF	1	06-Dec-23	06-Dec-23	56
2130	Underdrain Cleanout	6	EA	1	07-Dec-23	07-Dec-23	-2
2190	Reinstall Base Mounted L-861T(L) Taxiway Edge Light ir	1	EA	1	07-Dec-23	07-Dec-23	56
2200	Install L-853 Surface Mounted Retroreflective Marker, Cc	3	EA	1	08-Dec-23	08-Dec-23	56
2210	Reinstall L-658 Guidance Sign on New Concrete Pad in	1	EA	1	11-Dec-23	11-Dec-23	56
2340	Storm Drain Structures	5	EA	3	08-Dec-23	12-Dec-23	-2
2220	Install LED Apron Light Fixtures (3 Total per Pole) on Exis	2	EA	1	12-Dec-23	12-Dec-23	56
2230	Relocate/Re-install Stop/Informational Sign	1	EA	1	13-Dec-23	13-Dec-23	56
2300	Class 1, Non-Woven Separation Geotextile	26720	SY	3	13-Dec-23	15-Dec-23	0
2310	40 Mil LLDPE Geomembrane	13410	SY	3	13-Dec-23	15-Dec-23	0
2390	Unstabilized Permeable Subbase Course	2311	CY	5	13-Dec-23	19-Dec-23	-2
2400	Install Sponsor Furnished Electric Charging Station, Con	1	LS	5	14-Dec-23	20-Dec-23	56
2290	Class 2, Non-Woven Subsurface Drainage Geotextile	12400	SY	3	20-Dec-23	22-Dec-23	54
2410	Crushed Aggregate Base Course	2994	CY	6	20-Dec-23	04-Jan-24	-2
2320	Asphalt Mixture Base Course	3384	TON	3	05-Jan-24	09-Jan-24	-2
2330	Bond Breaker Fabric	9106	SY	3	10-Jan-24	12-Jan-24	-2
2440	Concrete Pavement, 15-inch	9035	SY	10	10-Jan-24	23-Jan-24	-2

Jun

Remaining Level of Effort | Actual Work | Critical Remaining Work

Actual Level of Effort | Remaining Work | Milestone



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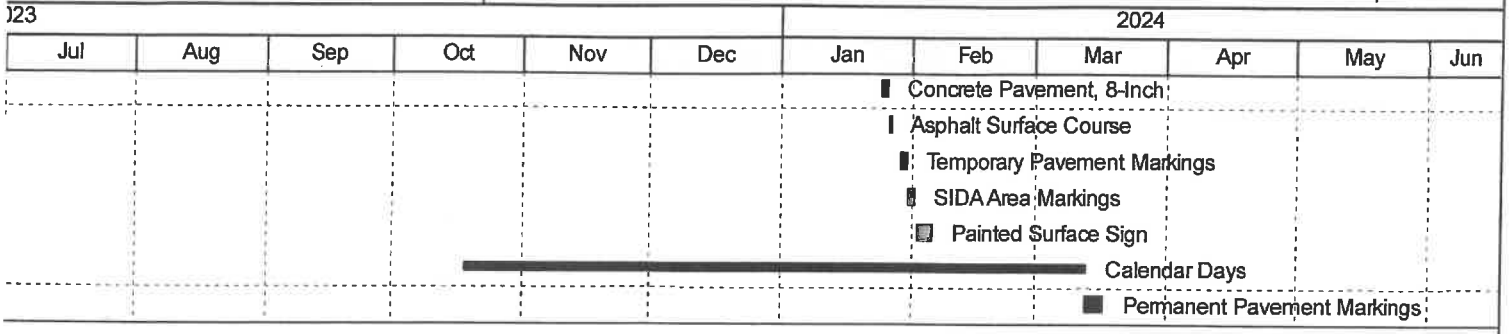
Activity ID	Activity Name	Quantity	Units	Original Duration	Start	Finish	Total Float
2250	Concrete Pavement, 8-Inch	619	SY	2	24-Jan-24	25-Jan-24	-2
2110	Asphalt Surface Course	1194	TON	1	26-Jan-24	26-Jan-24	-2
2350	Temporary Pavement Markings	6682	SF	2	29-Jan-24	30-Jan-24	-2
2260	SIDA Area Markings	2398	SF	2	31-Jan-24	01-Feb-24	24
2270	Painted Surface Sign	17	EA	2	02-Feb-24	05-Feb-24	24
2480	Calendar Days			97	18-Oct-23	13-Mar-24	-2
2360	Permanent Pavement Markings	6682	SF	5	13-Mar-24	17-Mar-24	-2

Jun



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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

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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 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,

DRAFT

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

Federal Award Offer Date	
Airport/Planning Area	St George Regional Airport
FY2023 AIP Grant Number	3-49-0060-045-2023 [Contract No. xxx]
Unique Entity Identifier	SM4JSVJ7VXX5

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 eInvoicing 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 subjection 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.[1]

DRAFT

[1] 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.[2]

[2] 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.[3]

Dated at _____

By: _____

[3] 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

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

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.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

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.[1]

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.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

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.[2]

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

a. Executive Order 11246 – Equal Employment Opportunity[1]

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[1]

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

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.[4, 5]

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.[1]

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.[1]

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).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

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.[1] [2]

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.[1]

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.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 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.

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

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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.

St.George
THE BRIGHTER SIDE

Richard Stehmeier <rich.stehmeier@sgcity.org>

SGU-045 Draft Grant Offer for Review

1 message

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

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378K

NOTICE OF AWARD

To: Whitaker Construction Company, Inc.

Project: AIP No. 3-49-0060-045-2023, Inquiry #23-116; Reconstruct and Expand Terminal Apron
Inquiry No.: #23-116

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 **Fourteen Million Nine Hundred Fifty-One Thousand Seven Hundred Eighty-Seven and 50/100 Dollars ($14,951,787.50)** 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 _____, 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 _____, 2023.

Name _____

Title _____

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JUNE 15, 2023 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:

City Manager John Willis
Assistant City Manager Deanna Brklacich
City Attorney Tani Downing
City Recorder Christina Fernandez
Administrative Services Director Trevor Coombs
Budget and Financial Planning Manager Robert Myers
Assistant Budget Manager Chad Moultrie
Parks and Community Services Director Shane Moore
Planner Dan Boles
Planner Carol Winner
Public Works Director Cameron Cutler

OTHERS PRESENT:

Several residents

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Deanna Martin with the St. George Interfaith Council and The Pledge of Allegiance to the Flag was led by Councilmember Larsen.

Link to call to order, invocation, and flag salute: 00:00:00 [Recording 1]

MAYOR'S RECOGNITIONS AND UPDATES:

Link to Mayor Randall recognizing resident Guy Bennett; the award was accepted by Mr. Bennett: 00:01:50 [Recording 1]

PROCLAMATION:

Read a proclamation proclaiming June 19-25, 2023 as Amateur Radio Week.

Link to Councilmember Larkin reading a proclamation proclaiming June 19-25, 2023 as Amateur Radio Week; the proclamation was accepted by Ric Wayman: 00:04:50 [Recording 1]

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PROCLAMATION:

Read a proclamation proclaiming June 26–July 4, 2023 as Liberty Week.

Link to Mayor Randall reading a proclamation proclaiming June 26-July 4, 2023 as Liberty Week; the proclamation was accepted by Shannon Bowler: 00:07:58 [Recording 1]

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CONSENT CALENDAR:

a. Consider approval of a change order to a contract with Automation 'N Controls for additional services at the wastewater treatment plant.

BACKGROUND and RECOMMENDATION: The Water Services Department has a Professional Services Agreement with Automation 'N Controls for services rendered at the wastewater treatment plant. These services include the design and implementation of a new automation and controls system for the upgraded wastewater treatment plant, as well as some troubleshooting, maintenance, and replacement of existing SCADA components in the older portion of the plant. The PSA is for work to be completed in FY23. Additional services were required to maintain and replace existing SCADA components. Staff recommends approval.

b. Consider approval of a construction contract for the installation of irrigation lines on and near 1450 South and the construction of a replacement irrigation tank for the Existing Hidden Valley Tank.

BACKGROUND and RECOMMENDATION: The irrigation lines to be installed on 1450 South and 2780 East is the final connection needed to connect the Sandberg Pond Irrigation Zone to the Irrigation line in 3000 East. This will allow irrigation water to be served South along 3000 East to 2450 South. The existing Hidden Valley Steel Tank is undersized for and is a steel tank that requires extensive maintenance. Staff proposes building a new larger concrete tank that will be hidden behind the BAT Tank. Staff recommends approval.

c. Consider the approval of the fourth amendment to the Engineering Agreement with Jviation dated September 23, 2021 for the South Taxiway and Apron project construction.

BACKGROUND and RECOMMENDATION: This project is for the South Apron and Taxiway Connector project construction phase. Staff recommends approval.

d. Consider approval of the fifth amendment to the Engineering Agreement with Jviation dated September 23, 2021 for Reconstruction and Expand Terminal Apron Project.

BACKGROUND and RECOMMENDATION: AIP-45 Reconstruct and Expand Terminal Apron project - Construction Phase - grant was applied for and approved by Mayor Randall on March 6, 2023, however, the city has not yet

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received the grant award. This project will be for the reconstruction and expanding the terminal apron. Staff recommends approval.

e. Consider approval of the minutes from the meetings held on May 2, 2023; May 4, 2023 work meeting; May 4, 2023 regular meeting; May 11, 2023 work meeting; May 11, 2023 regular meeting; May 18, 2023; May 25, 2023 joint RDA meeting; May 25, 2023; June 1, 2023; June 8, 2023 joint RDA meeting; and June 8, 2023.

Link to presentation from City Manager John Willis: 00:10:40 [Recording 1]

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Link to motion: 00:11:10 [Recording 1]

MOTION:
A motion was made by Councilmember Larkin to approve the consent calendar as presented.
SECOND:
The motion was seconded by Councilmember McArthur.
VOTE:
Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/NON-RECIPROCAL TRANSFERS FOR UNBILLED UTILITY SERVICES:

Public hearing to review and take public comment regarding non-reciprocal transfers for unbilled utility services from the Electric, Water, and Sewer Funds to other City Funds.

BACKGROUND and RECOMMENDATION: The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided at no cost to the City. No action is required.

Link to presentation from Administrative Services Director Trevor Coombs, including discussion between the City Council, and Mr. Coombs: 00:11:26 [Recording 1]

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Link to public hearing: 00:17:18 [Recording 1]

Link to comments from resident John Miles: 00:17:33 [Recording 1]

Link to comments from resident Dan Cooper, including comments from Mayor Randall: 00:19:40 [Recording 1]

Link to comments from resident Kenneth Hinton: 00:23:55 [Recording 1]

Link to comments from resident Richard Falconer: 00:25:26 [Recording 1]

PUBLIC HEARING/PROPOSED TRANSFERS FROM ENTERPRISE FUNDS TO OTHER FUNDS:

Public hearing to review and take public comment regarding the proposed transfers from Enterprise (Business-type) Funds to Other Funds included in the recommended fiscal year 2023-2024 budget.

BACKGROUND and RECOMMENDATION: The General Fund provides administrative and overhead support to the enterprise (business-type) funds. These services include utility billing, payment collection, and customer service functions, as well as indirect costs for human resources, legal, technology, fleet maintenance, and other administrative services. If these functions were not provided by the General Fund, the enterprise funds would need to hire additional employees and pay the direct personnel, materials and supplies, and equipment costs and/or hire consultants and pay their fees. No action is required.

Link to presentation from Budget and Financial Planning Manager Robert Myers: 00:26:35 [Recording 1]

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Link to public hearing: 00:29:05 [Recording 1]

AMEND AND ADOPT FEES FOR VARIOUS SERVICES AND RECREATIONAL ACTIVITIES/RESOLUTION:

Consider approval of a resolution amending and adopting fees for various services and recreational activities.

BACKGROUND and RECOMMENDATION: Each year the City reviews its services and fees associated to ensure sufficiency of fee coverage. The City has recognized some areas where fee increases are necessary to cover related costs. Increased fees will become effective on July 1, 2023. Staff recommends approval of the resolution.

Link to presentation from Assistant Budget Manager Chad Moultrie, including comments from Mayor Randall and discussion between the City Council and Mr. Moultrie: 00:29:30 [Recording 1]

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Link to motion: 00:35:40 [Recording 1]

MOTION:
A motion was made by Councilmember Larkin to approve the resolution amending and adopting fees for various services and recreational activities, with the removal of the proposed fee changes for the Electric Theater.

SECOND:
The motion was seconded by Councilmember Larsen.

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Link to resident Kimball Willard asking a question and Mayor Randall answering the question: 00:36:22 [Recording 1]

PUBLIC HEARING/ADOPT FINAL FY 2023-2024 BUDGET/RESOLUTION:
Public hearing to receive input on the Fiscal Year 2023-2024 Budget and consideration of a resolution to formally adopt the Final FY 2023-2024 Budget.

BACKGROUND and RECOMMENDATION: The preliminary Fiscal Year 2023-2024 City Manager Recommended Budget was presented during the May 4th City Council meeting and has been available on the City's website and in the City Recorder's Office. State Law requires at least one public hearing to receive citizen input before formally adopting the City's final annual budget, and also requires the budget be adopted on or before June 30th. This year the city will hold two public hearings to take citizen input. The first hearing was held on June 1, 2023 and this hearing will be the second public hearing. This year the City Council held multiple full day work meetings on the FY 2023-2024 budget beginning with the Goals and Budget Retreats on February 9th and 23rd and ending with review of the preliminary Fiscal Year 2023-2024 City Manager Recommended Budget on May 18th. Tonight's item also includes consideration of amendments to the preliminary budget which if approved will be incorporated into the Final Fiscal Year 2023-2024 Budget. Staff recommends opening a public hearing to receive input on the proposed Fiscal Year 2023-2024 Budget and approval of the resolution to adopt the Final Fiscal Year 2023-2024 Budget, including amendments discussed and agreed to by the Mayor and City Council during tonight's meeting.

Link to presentation from Budget and Financial Planning Manager Robert Myers, including discussion between the City Council, and Mr. Myers: 00:36:30 [Recording 1]

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Link to public hearing: 00:52:54 [Recording 1]

Link to comments from resident Paula Smith, including clarifications from Mayor Randall and Budget and Financial Planning Manager Robert Myers: 00:53:12 [Recording 1]

Link to comments from resident Richard Falconer, including comments from Mayor Randall: 00:55:37 [Recording 1]

Link to comments from resident Kimball Willard, including comments from Mayor Randall and Budget and Financial Planning Manager Robert Myers: 00:57:20 [Recording 1]

Link to comments from resident Zachary Ray: 01:03:46 [Recording 1]

Link to comments from resident Curt Gordon, including comments from Mayor Randall: 01:04:50 [Recording 1]

Link to comments from resident Craig Morley: 01:06:47 [Recording 1]

Link to comments from Mayor Randall and the City Council regarding the retirement of Assistant City Manager Deanna Brklacich: 01:10:48 [Recording 1]

Link to comments from Councilmember Hughes: 01:16:38 [Recording 1]

Link to comments from Mayor Randall: 01:19:48 [Recording 1]

Link to comments from Councilmember Tanner: 01:21:56 [Recording 1]

Link to comments from Councilmember McArthur: 01:26:50 [Recording 1]

Link to additional comments from Councilmember Tanner: 01:33:06 [Recording 1]

Link to comments from Councilmember Larsen: 01:33:34 [Recording 1]

Link to comments from Councilmember Larkin: 01:38:10 [Recording 1]

Link to motion: 01:41:57 [Recording 1]

MOTION:
A motion was made by Councilmember Larkin to approve the resolution to formally adopt the Final FY 2023-2024 Budget, including the amendments received from Budget and Financial Planning Manager.

SECOND:
The motion was seconded by Councilmember Hughes.

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

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Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – nay

The motion carried.

Mayor Randall called for a short recess.

ADOPT TAX RATE FOR THE 2023 TAX YEAR/RESOLUTION:

Consider approval of a resolution adopting the tax rate for the 2023 tax year (2024 fiscal year) and levying taxes upon all real and personal property within the City of St. George.

BACKGROUND and RECOMMENDATION: State Law requires that the city adopt the Certified Tax Rate (CTR) on or before June 22nd of each year. The Certified Tax Rate is the property tax rate that if adopted would raise the same amount of property tax revenue as was budgeted for the City in the prior fiscal year from existing residents. The Certified Tax Rate is deposited into the City's General Fund and is used to fund core city services provided to our residents including police, fire, 911 dispatch, street and traffic signal maintenance, parks and trails maintenance and general administration and support. The Certified Tax Rate is calculated by the State Property Tax Commission and Washington County Clerk Auditor's Office and is provided to the City each year in early June. For TY 2023 (FY 2024) the Certified Tax Rate is 0.000670, which is a decrease of -2.05% from the TY 2022 (FY 2023) Adopted Tax Rate. Staff recommends approval of the resolution adopting the TY 2023 (FY 2024) Certified Tax Rate. Staff recommends approval of the resolution adopting the TY 2023 (FY 2024) Certified Tax Rate.

Link to presentation from Budget and Financial Planning Manager Robert Myers, including comments from the City Council: 00:00:50 [Recording 2]

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Link to motion: 00:02:34 [Recording 2]

MOTION:

A motion was made by Councilmember McArthur to approve the resolution adopting the tax rate for the 2023 tax year (2024 fiscal year) and levying taxes upon all real and personal property within the City of St. George.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/AMEND THE FY 2022-2023 BUDGET/RESOLUTION:
Public hearing and consideration of a resolution to review and approve amendments to the Fiscal Year 2022-23 Budget.

BACKGROUND and RECOMMENDATION: State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.

Link to presentation from Budget and Financial Planning Manager Robert Myers, including discussion between the City Council, Mr. Myers, Parks and Community Services Director Shane Moore, City Manager John Willis, and Mayor Randall: 00:03:05 [Recording 2]

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Link to public hearing: 00:21:42 [Recording 2]

Link to comments from resident Kimball Willard, including comments from Budget and Financial Planning Manager Robert Myers and Administrative Services Director Trevor Coombs: 00:22:01 [Recording 2]

Link to motion: 00:25:20 [Recording 2]

MOTION:
A motion was made by Councilmember Larkin to approve the resolution to review and approve amendments to the Fiscal Year 2022-23 Budget as presented.
SECOND:
The motion was seconded by Councilmember Larsen.
VOTE:
Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – nay

The motion carried.

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APPOINT REPRESENTATIVES FOR UAMPS/RESOLUTION:

Consider approval of a resolution naming Brian Jeppson as the representative and Bryan Dial as the alternate representative for UAMPS.

BACKGROUND and RECOMMENDATION: Laurie Mangum is currently the representative and Brian Jeppson is currently the alternate representative. Since Ms. Mangum is retiring, staff recommends naming Brian Jeppson to replace her as the representative and Bryan Dial as the alternate representative. Staff recommends approval of the resolution.

Link to presentation from City Manager John Willis: 00:26:07 [Recording 2]

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Link to motion: 00:26:30 [Recording 2]

MOTION:

A motion was made by Councilmember McArthur to approve the resolution naming Brian Jeppson as the representative and Bryan Dial as the alternate representative for UAMPS.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance to change the zone from A-20 (Agricultural, 20-Acre Minimum Lot Size) to PD-R (Planned Development Residential) on approximately 15.97 acres located along Desert Canyons Parkway to allow for a single-family residential development. Case No. 2023-ZC-008

BACKGROUND and RECOMMENDATION: The property is in the Desert Canyons Master Plan. The original master plan was approved in 2007 and has several approved amendments. The Planning Commission held a public hearing and reviewed this item and recommended approval with no conditions with a vote of 4-0.

Link to presentation from Planner Carol Winner: 00:27:01 [Recording 2]

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AND

AMEND PD-R/ORDINANCE:

Consider approval of an ordinance amending and expanding an approved PD-R (Planned Development Residential) on approximately 25.06 acres located along Desert Canyons Parkway for the purpose of developing 142 single family homes for a project to be known as Desert Reflections at Desert Canyons. Case No. 2023-PDA-007

BACKGROUND and RECOMMENDATION: The property is in the Desert Canyons Master Plan. The original master plan was approved in 2007 and has several approved amendments. This amendment is to create 142 lot single family residential subdivision on 25.06 acres. The Planning Commission reviewed this item and held a public hearing with no comments. The Planning Commission recommended approval with a vote of 4-0.

Link to presentation from Planner Carol Winner: 00:29:20 [Recording 2]

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AND

PRELIMINARY PLAT:

Consider approval of a preliminary plat for Desert Reflections at Desert Canyons, a 142-lot single family residential subdivision on 25.06 acres located along Desert Canyons Parkway. Case No 2023-PP-017

BACKGROUND and RECOMMENDATION: This is a proposed preliminary plat located in the Desert Canyons development for 142 single family lots on 25.06 acres. The Planning Commission reviewed the plat and recommended approval to the City Council with a vote of 4-0.

Link to presentation from Planner Carol Winner, including discussion between the City Council, and Ms. Winner: 00:30:55 [Recording 2]

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Link to motion: 00:33:15 [Recording 2]

MOTION:

A motion was made by Councilmember Tanner to approve the ordinance to change the zone from A-20 (Agricultural, 20-Acre Minimum Lot Size) to PD-R (Planned Development Residential) on approximately 15.97 acres located along Desert Canyons Parkway to allow for a single-family residential development.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a roll call vote, as follows:

DRAFT

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Link to motion: 00:33:45 [Recording 2]

MOTION:
A motion was made by Councilmember Larsen to approve the ordinance amending and expanding an approved PD-R (Planned Development Residential) on approximately 25.06 acres located along Desert Canyons Parkway for the purpose of developing 142 single family homes for a project to be known as Desert Reflections at Desert Canyons.

SECOND:
The motion was seconded by Councilmember Tanner.

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Link to motion: 00:34:33 [Recording 2]

MOTION:
A motion was made by Councilmember Hughes to approve the preliminary plat for Desert Reflections at Desert Canyons.

SECOND:
The motion was seconded by Councilmember McArthur.

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Mayor Randall called for a recess.

DRAFT

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance to change the zone from R-1-40 (Single Family Residential minimum 40,000 sq. ft. lot size) and M&G (Mining and Grazing) to R-1-20 (Single Family Residential minimum 20,000 sq. ft. lot size) on approximately 74.098 acres located south of the existing Tonaquint Terrace Subdivision to allow for a 75-lot single family residential development. Case No 2023-ZC-003

BACKGROUND and RECOMMENDATION: In May of 2006 the General Plan was changed from OS (Open Space) to VLDR (Very Low Density Residential) and zoned R-1-40 (Single Family Residential 40,000 sq ft minimum lot size) there was also a site plan for the Tonaquint Heights development. Tonaquint Heights Phases 1-3 have been built. On May 4th of this year there was a General Plan Amendment that changed the General Plan from VLDR (Very Low Density Residential) to LDR (Low Density Residential). The reason for this change and for the proposed zoning change is the city code was updated in 2019. With the changes to the code phases 4-7 of Tonaquint Heights could not comply. The applicant is requesting to change the zone to finish Tonaquint Heights Ph. 4-7. The Planning Commission held a public hearing and recommended approval with a vote of 5-0 and no conditions.

Link to presentation from Planner Carol Winner, including comments from Councilmember McArthur: 00:00:00 [Recording 3]

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Link to motion: 00:03:43 [Recording 3]

MOTION:

A motion was made by Councilmember Tanner to approve the ordinance to change the zone from R-1-40 (Single Family Residential minimum 40,000 sq. ft. lot size) and M&G (Mining and Grazing) to R-1-20 (Single Family Residential minimum 20,000 sq. ft. lot size) on approximately 74.098 acres located south of the existing Tonaquint Terrace Subdivision to allow for a 75-lot single family residential development.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

DRAFT

PD-R AMENDMENT/ORDINANCE:

Consider approval of an ordinance amending an approved PD-R (Planned Development Residential) on approximately 34.26 acres known as Planning Area 1 (PA-1) in the Divario development agreement master plan with site plan and elevations and conditions of approval from the Planning Commission. Case No. 2023-PDA-004

BACKGROUND and RECOMMENDATION: In 2021, the City Council approved a zone change on the subject property from R-1-10 to PD-R. The proposed Planned Development was for 500 residential units. The applicant now desires to amend the layout of the site and the elevations of the buildings and reduce the number of units to 464 units. As such, the site is required to go through the PD amendment process. The Planning Commission held a public hearing on the request and recommended to forward a positive recommendation to City Council with a 6-0 vote.

Link to presentation from Planner Dan Boles, including discussion between the City Council and Public Works Director Cameron Cutler: 00:04:24 [Recording 3]

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AND

PRELIMINARY PLAT:

Consider approval of a preliminary plat for Circolo Villas (Divario PA-1), a 3-lot multi-family residential subdivision on approximately 34.26 acres generally located southeast of the Gap Canyon Parkway and 1790 West intersection; zoning is PD-R (Planned Development Residential). Case No. 2023-PP-011

BACKGROUND and RECOMMENDATION: This preliminary plat is intended to accompany the PDA (Planned Development Amendment) for Circolo Villas. This property has not been properly subdivided, but this application will correct that by creating three legal lots. The Planning Commission held a public meeting and has forwarded a positive recommendation for the application with a 6-0 vote.

Link to presentation from Planner Dan Boles including discussion between the City Council and Mr. Boles: 00:13:14 [Recording 3]

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Link to motion: 00:15:17 [Recording 3]

MOTION:

A motion was made by Councilmember Larkin to approve the ordinance amending an approved PD-R (Planned Development Residential) on approximately 34.26 acres known as Planning Area 1 (PA-1) in the Divario development agreement master plan with site plan and elevations and conditions of approval from the Planning Commission.

DRAFT

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Link to motion: 00:15:54 [Recording 3]

MOTION:
A motion was made by Councilmember McArthur to approve the preliminary plat for Circolo Villas (Divario PA-1), a 3-lot multi-family residential subdivision on approximately 34.26 acres generally located southeast of the Gap Canyon Parkway.
SECOND:
The motion was seconded by Councilmember McArthur.
VOTE:
Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT AMENDMENT:
Consider approval of an amendment to the Moorland Park Subdivision, Phases 5 and 8 preliminary plat to include six additional lots on approximately 2.49 acres located north of 2580 East at approximately 930 South in the R-1-10 Single-Family Residential zoning district. Case No. 2023-PP-018

BACKGROUND and RECOMMENDATION: A preliminary plat was approved on the subject property in December of 2018. At that time, it was thought that a city park would be developed on the property. Since that time, the park has been moved to the north and reduced in size freeing up the subject parcel. As such, the applicant would like to develop the property into six new residential lots. The Planning Commission held a public meeting and recommended approval of the application with a 6-0 vote.

DRAFT

Link to presentation from Planner Dan Boles, including discussion between the City Council, Mr. Boles, and City Manager John Willis: 00:16:30 [Recording 3]

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Link to motion: 00:20:12 [Recording 3]

MOTION:

A motion was made by Councilmember McArthur to approve the amendment to the Moorland Park Subdivision, Phases 5 and 8 preliminary plat to include six additional lots on approximately 2.49 acres located north of 2580 East at approximately 930 South in the R-1-10 Single-Family Residential zoning district.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

HILLSIDE DEVELOPMENT PERMIT:

Consider approval of a Hillside Development Permit to allow development on a portion of lot 3 of the existing Banded Hills subdivision; lot 3 is currently restricted due to potential rockfall hazard line. Case No. 2023-HS-005.

BACKGROUND and RECOMMENDATION: The applicant's desire is to be able to build a home on lot 3 that encroaches into the current area that is labeled as non-buildable. If the request for a hillside development permit is granted, the applicant will need to submit an amended plat to adjust the boundary of the no build area. The Hillside Committee and the Planning Commission both reviewed this item and recommended approval of the Hillside permit. The Planning Commission voted 6-0 for approval with no conditions.

Link to presentation from Planner Carol Winner, including discussion between the City Council, Mayor Randall, and Ms. Winner: 00:20:45 [Recording 3]

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Link to motion: 00:24:20 [Recording 3]

DRAFT

MOTION:
A motion was made by Councilmember Larsen to approve the Hillside Development Permit to allow development on a portion of lot 3 of the existing Banded Hills subdivision.

SECOND:
The motion was seconded by Councilmember Larkin.

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

ADJOURN TO THE NEIGHBORHOOD REDEVELOPMENT AGENCY MEETING:

Link to motion: 00:24:50 [Recording 3]

MOTION:
A motion was made by Councilmember McArthur to adjourn to the Neighborhood Redevelopment Agency Meeting.

SECOND:
The motion was seconded by Councilmember Tanner.

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:

No appointments were made.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Councilmember Larkin: 00:00:17 [Recording 4]

ADJOURN TO A CLOSED MEETING:

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.

Link to motion: 00:02:38 [Recording 4]

DRAFT

MOTION:
A motion was made by Councilmember Larkin to adjourn to a closed meeting to discuss litigation.
SECOND:
The motion was seconded by Councilmember McArthur.
VOTE:
Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Link to update from City Attorney Tani Downing regarding the Special Legislative Session, including discussion between the City Council, Ms. Downing, and City Recorder Christina Fernandez: 00:00:00 [Recording 5]

ADJOURN:
Link to motion: 00:01:50 [Recording 5]

MOTION:
A motion was made by Councilmember Larkin to adjourn.
SECOND:
The motion was seconded by Councilmember Tanner.
VOTE:
Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
SPECIAL MEETING
JUNE 20, 2023 5:00 PM
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Tani Pack Downing
Deputy City Attorney Jami Brackin
Deputy City Recorder Annette Hansen
Government Affairs Director Shawn Guzman

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance.

Link to call to order: 00:00:00

ADJOURN TO A CLOSED SESSION:

Link to motion: 00:00:03

MOTION:

A motion was made by Councilmember Larkin to adjourn to a closed session to discuss litigation.

SECOND:

The motion was seconded made by Councilmember Tanner to adjourn.

VOTE:

Mayor Michele Randall called for a vote, as follow:

Councilmember Hughes - aye
Councilmember Larkin - aye
Councilmember McArthur - aye
Councilmember Larsen - aye
Councilmember Tanner - aye

The vote was unanimous and the motion carried.

Link to update from City Manager John Willis, including discussion between the City Council, Mr. Willis, and Mayor Randall: 00:00:17

ADJOURN:

Link to motion: 00:02:42

MOTION:

A motion was made by Councilmember Larkin to adjourn.

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SECOND:

The motion was seconded made by Councilmember Hughes.

VOTE:

Mayor Michele Randall called for a vote, as follow:

Councilmember Hughes - aye
Councilmember Larkin - aye
Councilmember McArthur - aye
Councilmember Larsen - aye
Councilmember Tanner - aye

The vote was unanimous and the motion carried.

_____
Annette Hansen, Deputy City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JUNE 22, 2023 4:00 PM
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall – via Zoom
Councilmember Jimmie Hughes - arrived at 4:15 pm
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Tani Pack Downing
Deputy City Attorney Jami Brackin
Deputy City Recorder Genna Goodwin
Water Services Director Scott Taylor
Police Chief Kyle Whitehead
Director of Operations Marc Mortensen
Energy & Water Customer Service Manager Rene Fleming
Energy Resource Manager Bryan Dial
Parks and Community Services Director Shane Moore
Deputy Director – Arts/Events Michelle Graves
Community Arts Manager Peyton Smith
Administrative Services Director Trevor Coombs
Budget & Financial Planning Manager Robert Myers
Assistant City Attorney Alicia Carlton
Assistant City Attorney Ryan Dooley
Communications & Marketing Director David Cordero

OTHERS PRESENT:

Resident Becky Hinton
Resident Kari Kimball
Resident Adam Record
Tom Alles with Lion Energy
Tom Tolman with Lion Energy

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Uriah Hernalsteen with Solomon's Porch and The Pledge of Allegiance to the Flag was led by Government Affairs Director Shawn Guzman.

Link to call to order, invocation, and flag salute: 00:00:00

Link to comments from Mayor Randall and City Manager John Willis: 00:02:15

DISCUSSION REGARDING PROGRAMMING AT THE ELECTRIC THEATER CENTER:

Link to a presentation from Parks and Community Services Director Shane Moore, including discussion between Community Arts Manager Peyton Smith, the City Council, City Manager John Willis, Deputy City Attorney Jami Brackin, City Attorney

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Tani Downing, Assistant City Attorney Alicia Carlton, Deputy Director of Arts/Events Michelle Graves, residents Becky Hinton, Kari Kimball, Adam Record, and Mr. Moore: 00:04:07

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UPDATES FROM THE ENERGY SERVICES DEPARTMENT:

Link to presentations from Energy Resource Manager Bryan Dial and Tom Alles with Lion Energy, including comments from Tom Tolman with Lion Energy, City Manager John Willis, and the City Council: 01:27:27

Link to presentation from Water and Energy Conservation Manager Rene Fleming: 02:03:30

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UPDATES FROM THE WATER SERVICES DEPARTMENT:

Link to presentation from Water Services Director Scott Taylor: 02:10:00

ADJOURN TO A CLOSED SESSION:

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

Link to motion: 02:45:48

MOTION:

A motion was made by Councilmember Larkin to adjourn to a closed session to discuss litigation.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Michele Randall called for a vote, as follow:

Councilmember Hughes - aye
Councilmember Larkin - aye
Councilmember McArthur - aye
Councilmember Larsen - aye
Councilmember Tanner - aye

The vote was unanimous and the motion carried.

ADJOURN:

The meeting adjourned following the closed session.

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Genna Goodwin, Deputy City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JUNE 29, 2023 4:00 PM
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner – left following the closed meeting

EXCUSED:

Councilmember Jimmie Hughes

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Tani Pack Downing
Deputy City Attorney Jami Brackin
Assistant City Attorney Alicia Carlton
Assistant City Attorney Ryan Dooley
City Recorder Christina Fernandez
Assistant City Manager Marc Mortensen
Community Development Director Jim Bolser
Fire Chief Robert Stoker
Fire Captain Brett Remund – left following item 2
Battalion Chief Coty Chadburn
Assistant Public Works Director Wes Jenkins – left following item 2
Police Sergeant Travis Willinger – present for item 3
Police Chief Kyle Whitehead
Police Captain Jordan Minnick

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Marlene Deal with the St. George Interfaith Council and The Pledge of Allegiance to the Flag was led by Police Captain Jordan Minnick.

Link to call to order, invocation, and flag salute: 00:00:00 [Recording 1]

ADJOURN TO A CLOSED SESSION:

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

Link to motion: 00:03:38 [Recording 1]

MOTION:

A motion was made by Councilmember Larsen to discuss security.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Michele Randall called for a vote, as follows:

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Councilmember Larkin - aye
Councilmember McArthur - aye
Councilmember Larsen - aye
Councilmember Tanner - aye

The vote was unanimous and the motion carried.

DISCUSSION REGARDING BLASTING PERMITS AND OVERSIGHT:

Link to introduction from Fire Chief Robert Stoker, presentation from Fire Captain Brett Remund, and discussion between the City Council, Mayor Randall, Assistant City Attorney Ryan Dooley, City Manager John Willis, Deputy City Attorney Jami Brackin, Assistant Public Works Director Wes Jenkins, and City Attorney Tani Downing: 00:00:50 [Recording 2]

Link to a question from Councilmember McArthur about Stone Cliff, including discussion between City Manager John Willis, Assistant Public Works Director Wes Jenkins, the City Council, and City Attorney Tani Downing: 00:28:57 [Recording 2]

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DISCUSSION REGARDING ISSUES PERTAINING TO OVERNIGHT CAMPING:

Link to presentation from Police Sergeant Travis Willinger, including discussion between Mayor Randall, the City Council, Sgt. Willinger, Police Chief Kyle Whitehead, Assistant City Attorney Ryan Dooley, City Manager John Willis, Deputy City Attorney Jami Brackin, City Attorney Tani Downing, and Police Captain Jordan Minnick: 00:31:27 [Recording 2]

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REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports form the City Council: 00:51:43 [Recording 2]

ADJOURN:

Link to motion: 00:53:10 [Recording 2]

MOTION:

A motion was made by Councilmember Larkin to adjourn.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Michele Randall called for a vote, as follows:

Councilmember Larkin - aye
Councilmember McArthur - aye
Councilmember Larsen - aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

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

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DRAFT

APPOINT THE INTERIM ENERGY SERVICES DIRECTOR:

Link to Mayor Randall recommending appointing Bryan Dial as the Interim Energy Services Director: 00:07:27

Link to motion: 00:07:55

MOTION:

A motion was made by Councilmember Larkin to appoint Bryan Dial as the Interim Energy Services Director.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

COMMENTS FROM THE PUBLIC:

Link to introduction from Mayor Randall: 00:08:33

Link to comments from resident Beverly Kirk, including comments from Mayor Randall: 00:09:00

CONSENT CALENDAR:

a. Consider approval to award a bid to Leslie Jordan for the purchase of St. George Marathon runner shirts.

BACKGROUND and RECOMMENDATION: This is for the purchase of Marathon runner shirts. Staff recommends approval of awarding the bid to Leslie Jordan in the amount of $76,144.50.

b. Consider approval to award a bid to Sunroc Corporation to complete the Various Roadway Repair Project.

BACKGROUND and RECOMMENDATION: This project was advertised for competitive bidding and two bids were received. Staff recommends awarding the bid to Sunroc Corporation in the amount of $5,073,341.

c. Consider approval of an Improvement Reimbursement Agreement between Gardner-Plumb LC and the City of St. George for storm drain line along Snow Canyon Parkway.

BACKGROUND and RECOMMENDATION: Developer is developing La Casa at Entrada. Frontage for this development runs along Snow Canyon Parkway which

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has insufficient storm drain that diverts into the project. Staff recommends approval of the agreement.

d. Consider approval of an agreement to purchase real property from Chuck and Connie Spilker TRS for widening the 3000 East roadway.

BACKGROUND and RECOMMENDATION: The City desires to acquire 0.589 acres of property for the widening of 3000 East roadway located at 3000 East between 2590 South and Seegmiller Drive. Staff recommends approval of the agreement.

e. Consider approval for payment to GE Packaged Power in the amount of $147,452.03 for Millcreek Operation & Maintenance (O&M) Agreement.

BACKGROUND and RECOMMENDATION: This is for the annual O&M agreement. Staff recommends approval of the agreement.

f. Consider approval of an MOU between the City of St. George and the National Park Service granting cooperating agency status to the City for the development of the Zion National Park Visitor Use Management Plan.

BACKGROUND and RECOMMENDATION: The National Park Service (NPS) is engaged in a National Environmental Policy Act (NEPA) planning and compliance process to evaluate alternatives for visitor use management in Zion National Park. The NPS, through the NEPA process, will analyze the effects of different alternatives to better manage the growing number of park visitors. Ultimately, this process will result in strategies for managing visitor use and access which may include limiting the number of visitors to the park. Cooperating agency participation by the City will allow the City to have meaningful input along with other government entities and provide relevant information to be used in the NEPA and decision-making process for the NPS. Staff recommends approval of the MOU.

Link to presentation from City Manager John Willis: 00:11:48

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Link to Councilmembers Larkin and Larsen requesting item b and f be pulled for discussion: 00:12:08

Link to motion: 00:12:25

MOTION:
A motion was made by Councilmember Larsen to approve the consent calendar minus items b and f.

SECOND:
The motion was seconded by Councilmember McArthur.

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

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Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

Link to discussion between Councilmember Larkin and Public Works Director Cameron Cutler regarding item b: 00:12:40

Link to Councilmember Larsen requesting Government Affairs Director Shawn Guzman provide information regarding item f, including comments from Councilmember Larsen: 00:14:33

Link to comments from Government Affairs Director Shawn Guzman and Councilmember Hughes regarding homelessness: 00:18:54

Link to additional questions from Councilmember McArthur regarding item f and comments from Government Affairs Director Shawn Guzman: 00:21:47

Link to motion: 00:22:25

MOTION:
A motion was made by Councilmember McArthur to approve items b and f on the consent calendar.

SECOND:
The motion was seconded by Councilmember Larkin.

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

RESOLUTION TO EXTEND THE DEADLINE FOR RECLAIMING CEMETERY LOTS: Consider approval of Resolution No. 2023-001R to address cemetery lot, site, or parcel have has been unused for more than 60 years and provide notice to owner or interest holder, and to extend the deadline to December 31, 2023.

BACKGROUND and RECOMMENDATION: On May 4, 2023, the Council approved a resolution to address cemetery lot, site, or parcel have has been unused for more than 60 years and provide notice to owner or interest hold. The resolution provided interest holders to notify the City Recorder within 30 days of the last date of service of publication of the resolution which was June 26, 2023. Due to receiving a number of inquiries, staff would propose to extend the deadline to December 31, 2023.

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Additionally, staff would propose that the lots be reclaimed on January 1, 2024 if no inquiries on the lot have been made or if the transfer has not been completed, meaning all of the required forms for transfers have not been received by December 31, 2023.

Link to introduction from City Manager John Willis and presentation from Assistant City Attorney Ryan Dooley, including comments from the City Council: 00:22:58

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Link to motion: 00:27:45

MOTION:
A motion was made by Councilmember Larkin to approve Resolution No. 2023-001R to address cemetery lot, site, or parcel have has been unused for more than 60 years and provide notice to owner or interest holder, and to extend the deadline to December 31, 2023.

SECOND:
The motion was seconded by Councilmember Hughes.

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

INTERLOCAL AGREEMENT/RESOLUTION:
Consider approval of Resolution No. 2023-002R entering into an Interlocal Agreement with Washington County for improvements and repairs at Town Square.

BACKGROUND and RECOMMENDATION: This interlocal agreement is for funding needed repairs and improvements at Town Square. The County has agreed to contribute $200,000 of Transient Room Tax funds for the project. Staff recommends approval.

Link to presentation from Parks and Community Services Director Shane Moore, including discussion between the City Council, Mayor Randall, and Mr. Moore: 00:28:34

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AND

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INTERLOCAL AGREEMENT/RESOLUTION:

Consider approval of Resolution No. 2023-003R entering into an Interlocal Agreement with Washington County for the Interpretive Trail at Pioneer Park project.

BACKGROUND and RECOMMENDATION: This interlocal agreement is for funding of the construction of the Pioneer Park Interpretive Trail project. The County has agreed to contribute $800,000 of Transient Room Tax funds to the project. Staff recommends approval.

Agenda Packet [Page 63]

Link to motion: 00:33:43

MOTION:

A motion was made by Councilmember Larkin to approve Resolution No. 2023-002R entering into an Interlocal Agreement with Washington County for improvements and repairs at Town Square.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

Link to motion: 00:34:09

MOTION:

A motion was made by Councilmember Larsen to approve Resolution No. 2023-003R entering into an Interlocal Agreement with Washington County for the Interpretive Trail at Pioneer Park project.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

DRAFT

PD AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2023-001 amending an approved PD-C (Planned Development Commercial) on approximately 0.27 acres, located at 184 North 200 West Street for the purpose of adding a 12-room boutique hotel for a project to be known as STG Inn, with conditions from the Planning Commission. Case No. 2023-PDA-008

BACKGROUND and RECOMMENDATION: On January 5, 2023, this property was rezoned to the PD-C (Planned Development Commercial) designation with an associated use-list. This is a request for an amendment to this approved PD-C. On June 13, 2023, the Planning Commission held a public hearing on this item. There were public comments made. After the public hearing closed, the four Planning Commissioners present discussed this item at length. To forward a positive recommendation, four positive votes were needed; however, the Planning Commission received three positive votes. Therefore, the motion to recommend approval failed with a 3-1 vote in favor of the requested amendment with conditions.

Link to presentation from Planner Carol Winner, including discussion between the City Council, Ms. Winner, Mayor Randall, City Manager John Willis, and applicant Stacy Young: 00:34:38

Agenda Packet [Page 70]

Link to motion: 01:10:30

MOTION:

A motion was made by Councilmember McArthur to continue the item for two weeks with the recommendation that the Council see a step back without a roof line, working with the City to get to the City's vision.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of a preliminary plat for PEG Phase 1B Subdivision, a 1-lot multi-family residential subdivision on 8.62 acres located along Desert Color Parkway just south of Black Mountain Drive. Case No 2023-PP-021

BACKGROUND and RECOMMENDATION: The PD amendment was approved in February of 2022 allowing the construction of 344 apartment units. This plat will create the lot for the first phase to be constructed. The Planning Commission held a

DRAFT

public meeting to discuss the proposed plat and recommended approval of the application with no conditions with a 6-0 vote.

Link to presentation from Planner Dan Boles: 01:11:13

Agenda Packet [Page 108]

Link to motion: 01:13:00

MOTION:
A motion was made by Councilmember Larsen to approve the preliminary plat for PEG Phase 1B Subdivision, a 1-lot multi-family residential subdivision on 8.62 acres located along Desert Color Parkway just south of Black Mountain Drive.

SECOND:
The motion was seconded by Councilmember Larkin.

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of a preliminary plat for UFFCU Dino Crossing, a 2-lot commercial subdivision on 3.96 acres located on the north side of the intersection of Riverside Drive and Mall Drive. Case No. 2023-PP-020

BACKGROUND and RECOMMENDATION: The applicant has been working through the site plan for a credit union on the corner of this property but only need just under an acre. In order to split off the credit union parcel from the rest of the property, a preliminary (and then a final) plat is required. The Planning Commission held a public meeting and recommended approval of the application 4-0 with no conditions. Staff is in agreement with the Planning Commission but recommends the following condition: 1) That the applicant provides a minimum 8-foot wide trail along Riverside Drive.

Link to presentation from Planner Dan Boles: 01:13:28

Agenda Packet [Page 118]

Link to motion: 01:15:14

MOTION:
A motion was made by Councilmember McArthur to approve the preliminary plat for UFFCU Dino Crossing, a 2-lot commercial subdivision on 3.96 acres

DRAFT

located on the north side of the intersection of Riverside Drive and Mall Drive with the condition that the applicant provide a minimum 8-foot wide trail along Riverside Drive.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

SALES TAX REVENUE BONDS/RESOLUTION:

Consider approval of Resolution No. 2023-004R of the City Council of the City of St. George, Utah, authorizing the issuance and sale of not more than $10,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2023; and related matters.

BACKGROUND and RECOMMENDATION: For the purpose of (a) financing the new St. George City Hall (the "Project") (b) funding a deposit to a debt service reserve fund, if desirable and (c) paying costs of issuance of the Series 2023 Bonds, the City hereby authorizes the issuance of a series of bonds which shall be designated "City of St. George, Utah Sales Tax Revenue Bonds, Series 2023" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the aggregate principal amount of not to exceed $10,000,000. The Series 2023 Bonds shall mature in not more than thirty-one (31) years from their date or dates, shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed five and one-half percent (5.50%) per annum, as shall be approved by the Designated Officer all within the Parameters set forth herein. Staff recommends approval.

Link to introduction from Administrative Services Director Trevor Coombs and presentation from Jason Burningham with Lewis Young Robertson and Burningham, including discussion between the City Council and Mr. Burningham: 01:15:58

Agenda Packet [Page 128 (presentation)] and [Page 141 (background)]

AND

LEASE REVENUE BONDS/RESOLUTION:

Consider approval of Resolution No. 2023-005R of the City Council of the City of St. George, Utah authorizing and approving the execution and delivery of a Master Lease Agreement, by and between the City and the Municipal Building Authority of the City of St. George, Utah (the "Authority"); authorizing the issuance and sale by the Authority of not more

DRAFT

than $10,000,000 aggregate principal amount of Lease Revenue Bonds, Series 2023; and related matters.

BACKGROUND and RECOMMENDATION: On June 1, 2023, the Permanent Community Impact Fund Board (the "Board") authorized a $10,000,000 loan at a 3.5% interest rate for a term of 30 years to the Municipal Building Authority of St. George City (the "Issuer") for the construction of a vertical multi-level parking structure adjacent to

the new St. George City Hall. The Board will not begin accruing interest until one year after the date of issuance which provides approximately 12 months of 0% interest and a cost-saving of approximately $350,000. The loan will be evidenced by a Lease Revenue Bond to be issued by the Issuer and purchased by the Board. Tonight's item is to consider approval of a resolution authorizing the issuance and sale by the Municipal Building Authority of the City of St. George not more than $10,000,000 aggregate principal amount of its Lease Revenue Bonds, Series 2023; and related matters. Staff recommends approval of the resolution.

Agenda Packet [Page 128 (presentation)] and [Page 274 (background)]

Link to motion: 01:43:25

MOTION:
A motion was made by Councilmember Larkin to approve Resolution No. 2023-004R of the City Council of the City of St. George, Utah, authorizing the issuance and sale of not more than $10,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2023; and related matters.

SECOND:
The motion was seconded by Councilmember Larsen.

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

Link to motion: 01:44:05

MOTION:
A motion was made by Councilmember Larkin to approve Resolution No. 2023-005R of the City Council of the City of St. George, Utah, authorizing and approving the execution and delivery of a Master Lease Agreement, by and between the City and the Municipal Building Authority of the City of St. George, Utah (the "Authority"); authorizing the issuance and sale by the Authority of not more than $10,000,000 aggregate principal amount of Lease Revenue Bonds, Series 2023; and related matters.

DRAFT

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

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:
No appointments were made.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:
Link to reports from Councilmember Larsen: 01:45:08

Link to reports From Councilmember McArthur: 01:46:09

ADJOURN TO A CLOSED SESSION:
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.

A closed meeting was not held.

ADJOURN FROM THE CITY COUNCIL MEETING AND CONVENE IN THE MUNICIPAL BUILDING AUTHORITY MEETING:
Link to motion: 01:46:34

MOTION:
A motion was made by Councilmember McArthur to adjourn from the City Council Meeting and convene in the Municipal Building Authority Meeting.
SECOND:
The motion was seconded by Councilmember Hughes.
VOTE:
Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JULY 13, 2023 4:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner

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

DRAFT

DISCUSSION REGARDING THE PEDESTRIAN STUDY FOR THE AREAS OF 700 EAST AND 1000 EAST:

Link to introduction from City Manager John Willis, presentation from Active Transportation Coordinator Lloyd Sutton, including discussion between the City Council, Public Works Director Cameron Cutler, City Manager John Willis, Mayor Randall, City Engineer Jay Sandberg, and Mr. Sutton, and comments from Paul Morris with UT Tech University: 00:01:50

Agenda Packet [Page 2]

DISCUSSION REGARDING THE PROPOSED GENERAL OBLIGATION BOND:

Link to introductions from City Manager John Willis and Parks and Community Services Director, presentations from Landscape Architect Mark Goble, including discussion between the City Council, City Manager John Willis, Mr. Moore, and Mr. Goble: 00:49:00

Agenda Packet [Page 19]

Link to presentation from Budget and Financial Planning Manager Robert Myers, including discussion between the City Council, Administrative Services Director Trevor Coombs, City Manager John Willis, Mayor Randall, Deputy City Attorney Jami Brackin, Mr. Moore, and Mr. Myers: 01:21:35

Agenda Packet [Page 58]

PRESENTATION REGARDING UPDATING THE CITY'S WATER CONSERVATION PLAN:

Link to introduction from City Manager John Willis, presentation from Water Conservation Coordinator Rene Fleming, and discussion between the City Council, Water Services Director Scott Taylor, City Manager John Willis, and Ms. Fleming: 01:38:36

Agenda Packet [Page 67]

UPDATE REGARDING THE NEW CITY HALL BUILDING:

Link to introduction from City Manager John Willis, presentation from Operations Director Marc Mortensen, and discussion between Administrative Services Director Trevor Coombs, Deputy City Attorney Jami Brackin, Jim Child with Galloway & Company, resident Steve Kemp, City Manager John Willis, Mayor Randall, Facilities Director Carlos Robles, and Mr. Mortensen: 01:54:14

Agenda Packet [Page 76]

REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Councilmember Larsen: 03:00:53

Link to reports from Councilmember Larkin: 03:01:00

DRAFT

ADJOURN TO A CLOSED MEETING:

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

A closed meeting was not held.

ADJOURN:

Link to motion: 03:01:50

MOTION:

A motion was made by Councilmember McArthur to adjourn.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

Agenda Date: 08/03/2023 **Agenda Item Number:** 04

Subject:

Public hearing and consideration of Ordinance No. 2023-00 vacating a portion of a municipal utility easement located between Lots 30 & 31, Bloomington Country Club No. 11 Subdivision.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Ryan Scholes, Alpha Engineering

Reference Number: PLANLRE23-010

Address/Location:

3111 S Bloomington Drive

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

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

Staff Narrative (need/purpose):

The purpose behind this request is to merge said lots into one by subdivision amendment, which will be a separate submittal from the applicant.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

JUC recommends approval.

When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-BCC-11-30 and SG-BCC-11-31

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT EVIDENCED BY ENTRY NO. 20170026599, BLOOMINGTON COUNTRY CLUB NO. 11 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH
(Located between Lots 30 & 31, Bloomington Country Club No. 11 Subdivision)

WHEREAS, a petition was received by this Council requesting it to vacate a portion of an existing public utility easement, located between Lots 30 & 31, Bloomington Country Club No. 11 Subdivision being more particularly describe and shown in Exhibit A and Exhibit B; and

WHEREAS, the Joint Utility Commission (JUC) recommends approval of the vacation of the public utility easement where a subdivision amendment is in review to merge said lots together into one lot; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the power line easement as described in Exhibit A and Exhibit B.

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

That the public utility easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

APPROVED AND ADOPTED by the St. George City Council on this ____ day of _____, 2023. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:
Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

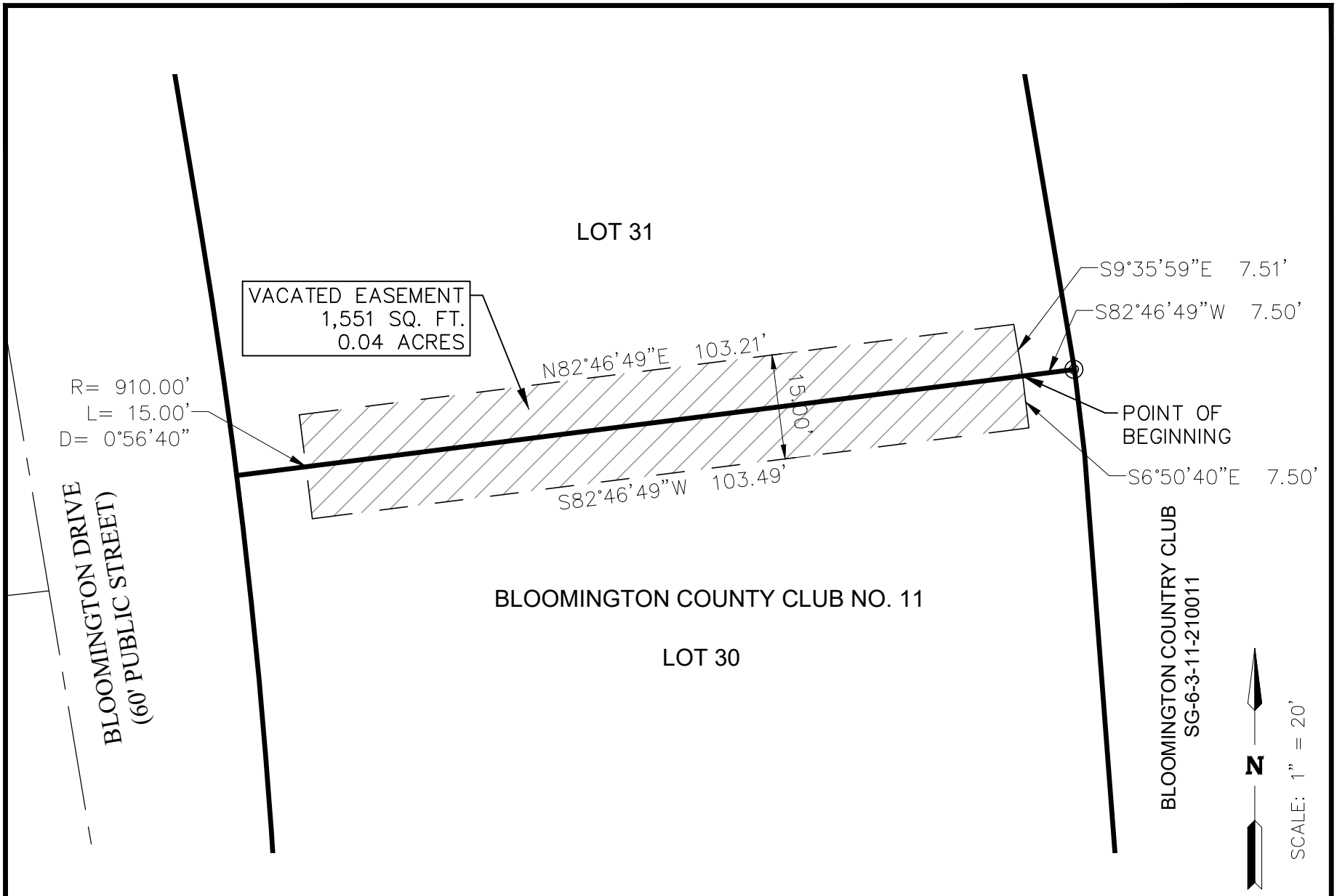
ALPHA ENGINEERING
43 South 100 East, Suite 100
St George, Utah 84770
T 435.628.6500
F 435.628.6553
alphaengineering.com

EXHIBIT "A"

VACATE EASEMENT
SG-BCC-11-30 & SG-BCC-11-31
(June 28, 2023)

COMMENCING AT THE NORTHEAST CORNER OF LOT 30, BLOOMINGTON COUNTRY CLUB NO. 11 SUBDIVISION AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 20170026599, THENCE SOUTH 82°46'49" WEST 7.50 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 30 TO THE POINT OF BEGINNING, AND RUNNING THENCE SOUTH 06°50'40" EAST 7.50 FEET; THENCE SOUTH 82°46'49" WEST 103.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 910.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 83°16'52" WEST; THENCE NORTHERLY 15.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°56'40" AND A CHORD BEARING OF NORTH 07°11'28" WEST 15.00 FEET; THENCE NORTH 82°46'49" EAST 103.21 FEET; THENCE SOUTH 09°35'59" EAST 7.51 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,551 SQ. FT. OR 0.04 ACRES.



VACATED EASEMENT
EXHIBIT "B"

1992-01	RS 6/28/2023

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

NELSON CIR
MOAB CIR
Area of easement vacation
Lot 31
KANAB CIR
Lot 30
HOPI CR
HAGEN CIR
Note: The owner wants to merge both lots into one lot.

Agenda Date: 08/03/2023 **Agenda Item Number:** 05

Subject:

Public hearing and consideration of Ordinance No. 2023-00 to vacate a portion of River Road (a deceleration lane) in the River Crossing development.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Brandon Anderson, Rosenberg Associates

Reference Number: PLANLRE23-007

Address/Location:

Along River Road (east side) across the street from Tagg-N-Go.

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

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

Staff Narrative (need/purpose):

It has been determined that to much area was dedicated and there is enough room left in the roadway to vacate this portion and still have enough for future lanes if necessary.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

JUC recommends approval.

SHEET 1-1

DATE June 21, 2023
JOB
SCALE NONE
DRAWN tj

CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UT 84770
(435) 627-4000 - www.sgcity.org

Exhibit Map
Roadway Vacation Request
(a portion of)

When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-PL

AN ORDINANCE VACATING A PORTION OF A PUBLIC ROADWAY EVIDENCED BY ENTRY NO. 20230007543 AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH
(River Road deceleration lane vacation near Lot 7, River Crossing development)

WHEREAS, a petition was received by this Council requesting it to vacate a portion of an existing public roadway, located west of Lot 7, River Crossing Phase 1 in River Road (deceleration lane) being more particularly describe and shown in Exhibit A and Exhibit Map; and

WHEREAS, City staff and the Joint Utility Committee recommends approval of the vacation of the public roadway as too much roadway was dedicated on said subdivision plat and this area is being retained as a municipal utility easement; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the power line easement as described in Exhibit A and shown on the Exhibit Map.

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

That the roadway as more particularly described and shown on Exhibit A and Exhibit Map, which are incorporated herein, is hereby vacated by the City of St. George.

APPROVED AND ADOPTED by the St. George City Council on this ____ day of _____, 2023. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:
Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

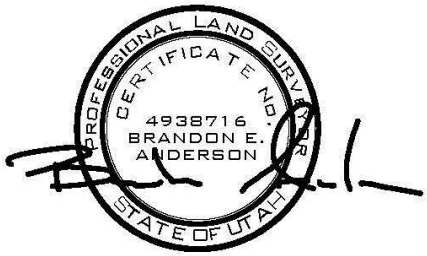
A portion of the dedicated Right-of-Way for River Road as dedicated with the Final Plat for River Crossing Phase 1, Entry No. 20230007543, as found on Record with the Washington County Recorder's Office.

More particularly described as follows:

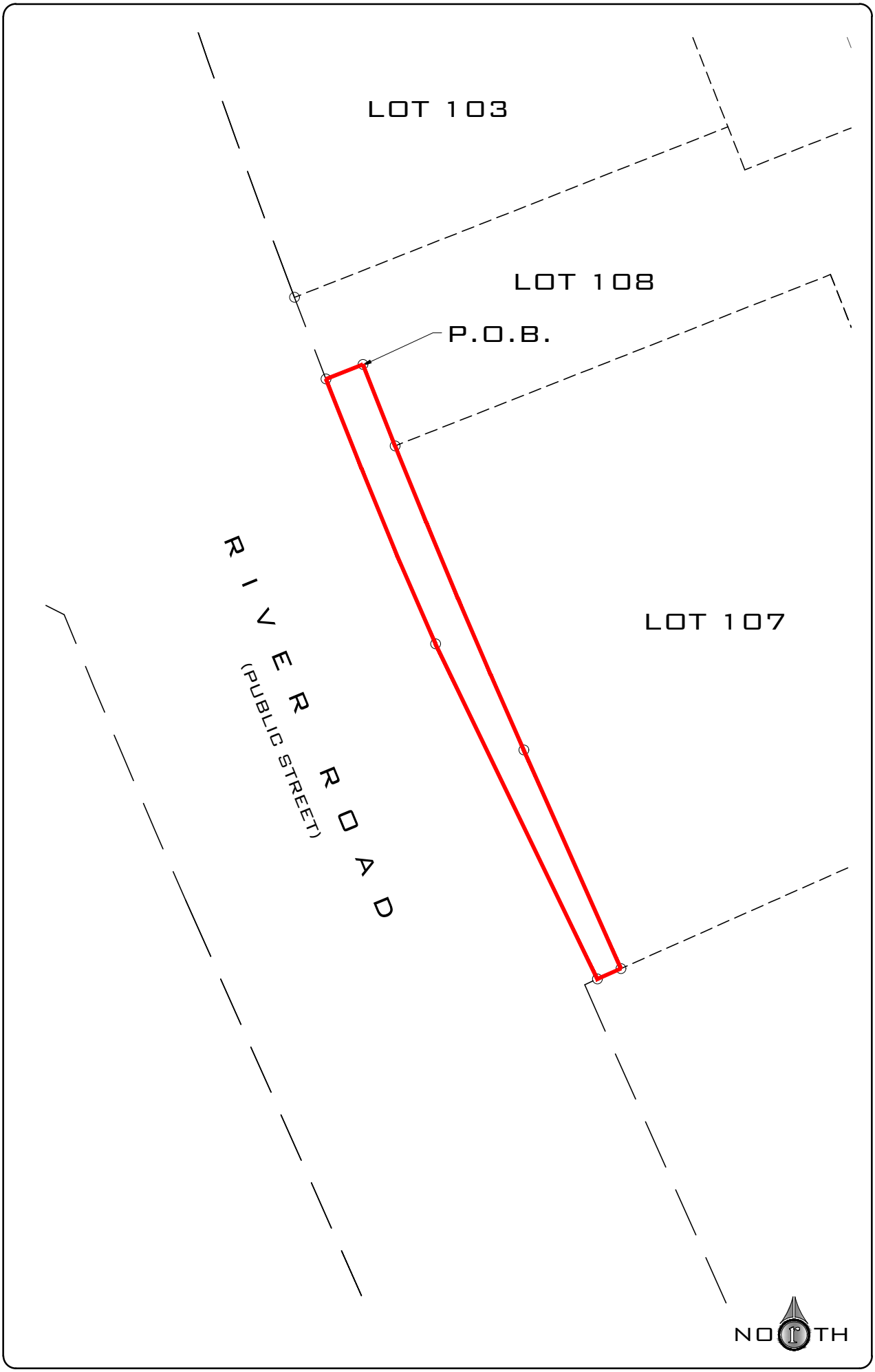
Beginning at a point being North 68°30'57" East 22.26 feet along the lot line and South 28.48 feet from the northwesterly corner of Lot 108, said River Crossing Phase 1, said point being South 00°32'03" West 4,674.49 feet along and beyond the section line and West 1476.26 feet from the Northwest Comer of Section 33, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence Southeasterly 126.49 feet along an arc of a 2,802.93 foot radius curve to the left (center bears North 68°37'46" East, long chord bears South 22°39'48" East 126.47 feet with a central angle of 02°35'08");
thence South 23°57'21" East 72.42 feet to the southerly line of said River Crossing Phase 1;
thence South 66°02'39" West 7.83 feet along said southerly line of said River Crossing Phase 1;
thence North 25°45'41" West 112.70 feet to the westerly boundary od said River Crossing Phase 1;
thence northerly the following (2) courses along said westerly boundary od said River Crossing Phase 1;
thence North 23°30'49" West 28.75 feet;
thence Northerly 58.03 feet along an arc of a 2,814.93 foot radius curve to the right (center bears North 67°26'53" East, long chord bears North 21°57'41" West 58.03 feet with a central angle of 01°10'52");
thence North 68°30'56" East 12.00 feet to the Point of Beginning.

Containing 2,118 square feet or 0.05 acres.



July 3, 2023



DATE: 6/05/2023
JOB NO.: 1640-20-082
DRAWN BY: B.E.A.
SCALE: 1"=40'
DWG: SURVEY-EXHIBIT

REVISIONS | DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
435.673.8586
www.racivil.com

EXHIBIT MAP

SHEET 1 OF 1 SHEETS

SHEET 1-1

DATE June 21, 2023
JOB
SCALE NONE
DRAWN tj

CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UT 84770
(435) 627-4000 - www.sgcity.org

Exhibit Map
Roadway Vacation Request
(a portion of)

Agenda Date: 08/03/2023 **Agenda Item Number:** 06

Subject:

Public hearing and consideration of Ordinance No. 2023-00 vacating a portion of a municipal utility easement located in the Crimson Estates subdivision.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Roger Bundy, R&B Surveying

Reference Number: PLANLRE23-009

Address/Location:

3452 E, 3558 E, 3584 E, and 3632 East 2450 South St.

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

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

Staff Narrative (need/purpose):

New easements are being granted along the new lot lines.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

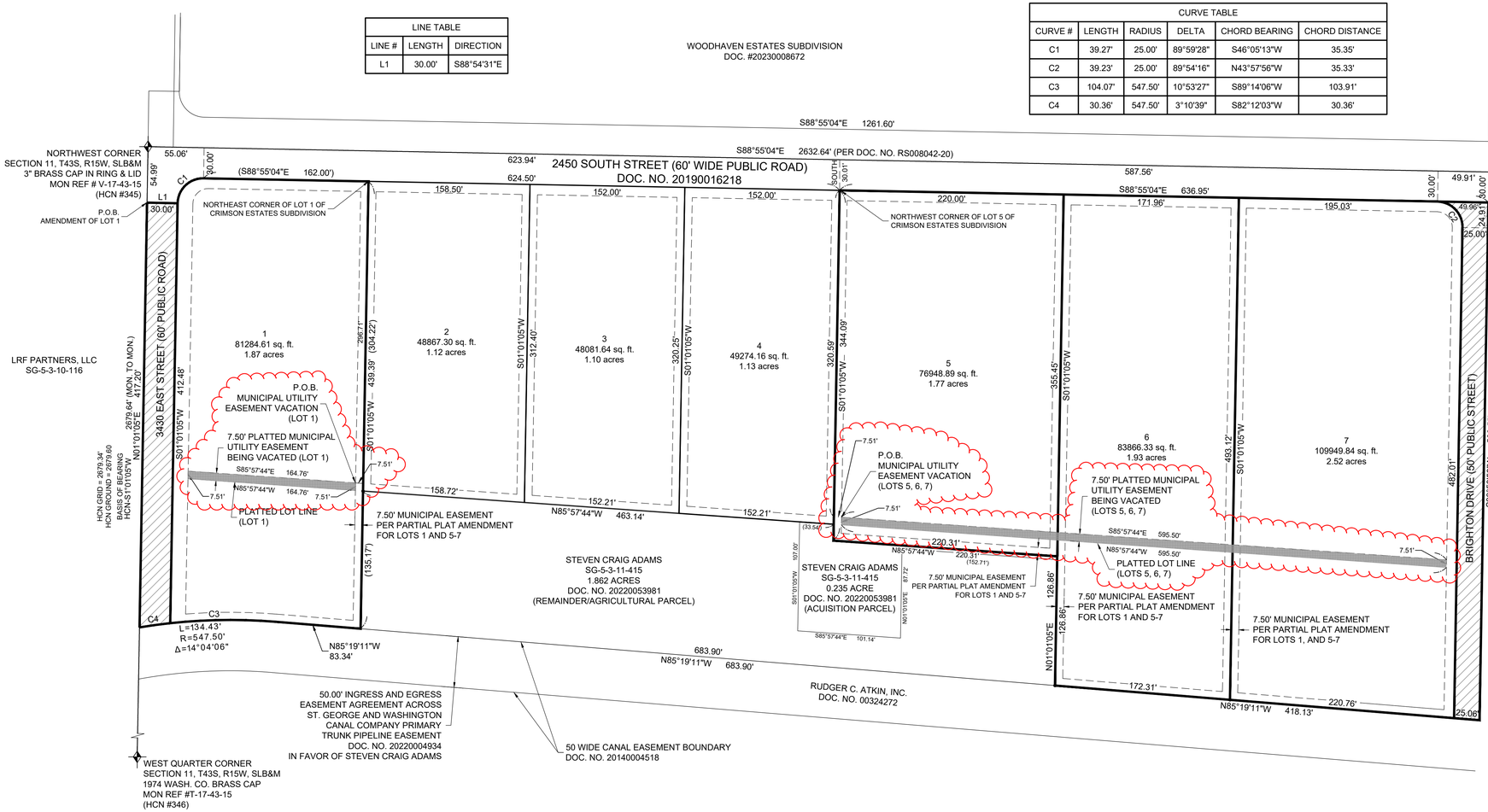
Recommendation (Include any conditions):

JUC recommends approval.

Exhibit B

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.00'	S88°54'31"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.27'	25.00'	89°59'28"	S46°05'13"W	35.35'
C2	39.23'	25.00'	89°54'16"	N43°57'56"W	35.33'
C3	104.07'	547.50'	10°53'27"	S89°14'06"W	103.91'
C4	30.36'	547.50'	3°10'39"	S82°12'03"W	30.36'



SURVEYOR'S CERTIFICATE

I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7654, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE FOUND MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17–23–17 AND HAVE PREPARED THE HEREON BOUNDARY DESCRIPTIONS FROM RECORD INFORMATION CONTAINED ON THE CRIMSON ESTATES SUBDIVISION PLAT FILED AS DOCUMENT NO. 20220027561 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, STATE OF UTAH.

PROFESSIONAL LAND SURVEYOR
6/29/23
7654
ROGER M. BUNDY
Roger M. Bundy
STATE OF UTAH

BOUNDARY DESCRIPTIONS

LOT 1 MUNICIPAL UTILITY EASEMENT VACATION:

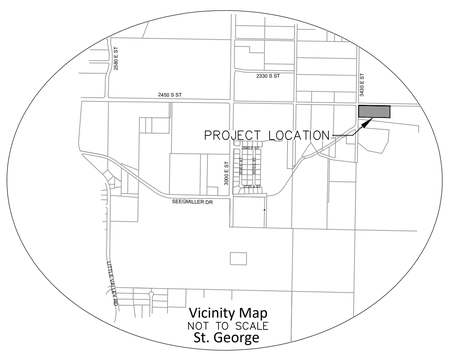
BEGINNING AT A POINT S1°01'05"W, 296.71 FEET ALONG THE EAST LINE OF LOT 1 OF CRIMSON ESTATES SUBDIVISION AND N85°57'44"W, 7.51 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1, RUNNING THENCE S1°01'05"W, 7.51 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE N85°57'44"W, 164.76 FEET ALONG THE SOUTHERLY LINE OF LOT 1; THENCE N1°01'05"E, 7.51 FEET; THENCE S85°57'44"E, 164.76 FEET TO THE POINT OF BEGINNING.

LOTS 5, 6, AND 7 MUNICIPAL UTILITY EASEMENT VACATION:

BEGINNING AT A POINT S1°01'05"W, 320.59 FEET ALONG THE WEST LINE OF LOT 5 OF CRIMSON ESTATES SUBDIVISION AND S85°57'44"E, 7.51 FEET FROM THE NORTHWEST CORNER OF SAID LOT 5, RUNNING THENCE S85°57'44"E, 595.50'; THENCE S1°01'05"W, 7.51 FEET TO THE SOUTHERLY LINE OF LOT 7 OF SAID SUBDIVISION; THENCE N85°57'44"W, 595.50 FEET ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF LOTS 6 AND 5 OF SAID SUBDIVISION; THENCE N1°01'05"E, 7.51 FEET TO THE POINT OF BEGINNING.

NARRATIVE

THE PURPOSE OF THE HEREON EXHIBIT IS TO SHOW THE PORTIONS OF EXISTING MUNICIPAL UTILITY EASEMENTS INCLUDED ON THE CRIMSON ESTATES SUBDIVISION RECORDED PLAT PROPOSED TO BE VACATED IN CONJUNCTION WITH PARTIAL PLAT AMENDMENT OF CRIMSON ESTATES SUBDIVISION LOTS 1, 5, 6 AND 7.



LEGEND

SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).

N

60 0 60 120

SCALE IN FEET
1" = 60'

R&B SURVEYING, INC.
862 CAMINO PICO, WASHINGTON, UT 84780
PH: (435) 632-3540

CRIMSON ESTATES
EXHIBIT
EXISTING MUNICIPAL UTILITY EASEMENT VACATIONS (LOTS 1, 5, 6 AND 7)

When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-CRME-1, SG-CRME-5, SG-CRME-6, SG-CRME-7

AN ORDINANCE VACATING A PORTION OF A MUNICIPAL UTILITY EASEMENT EVIDENCED BY ENTRY NO. 20220027561, CRIMSON ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH
(Located at the rear of Lots 1, 5, 6, and 7, Crimson Estates)

WHEREAS, a petition was received by this Council requesting it to vacate a portion of an existing municipal utility easement, located at the rear of Lots 1, 5, 6, and 7, Crimson Estates being more particularly describe and shown in Exhibit A and Exhibit B; and

WHEREAS, the Joint Utility Commission (JUC) recommends approval of the vacation of the municipal utility easement as the utility is being relocated within the proposed Crimson Estates Partial Amendment A (Lots 1, 5, 6, and 7) subdivision amendment; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the power line easement as described in Exhibit A and Exhibit B.

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

That the municipal utility easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

APPROVED AND ADOPTED by the St. George City Council on this ____ day of _____, 2023. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:
Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit A

Vacating municipal utility easements in Crimson Estates, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office as Doc. No. 20220027561

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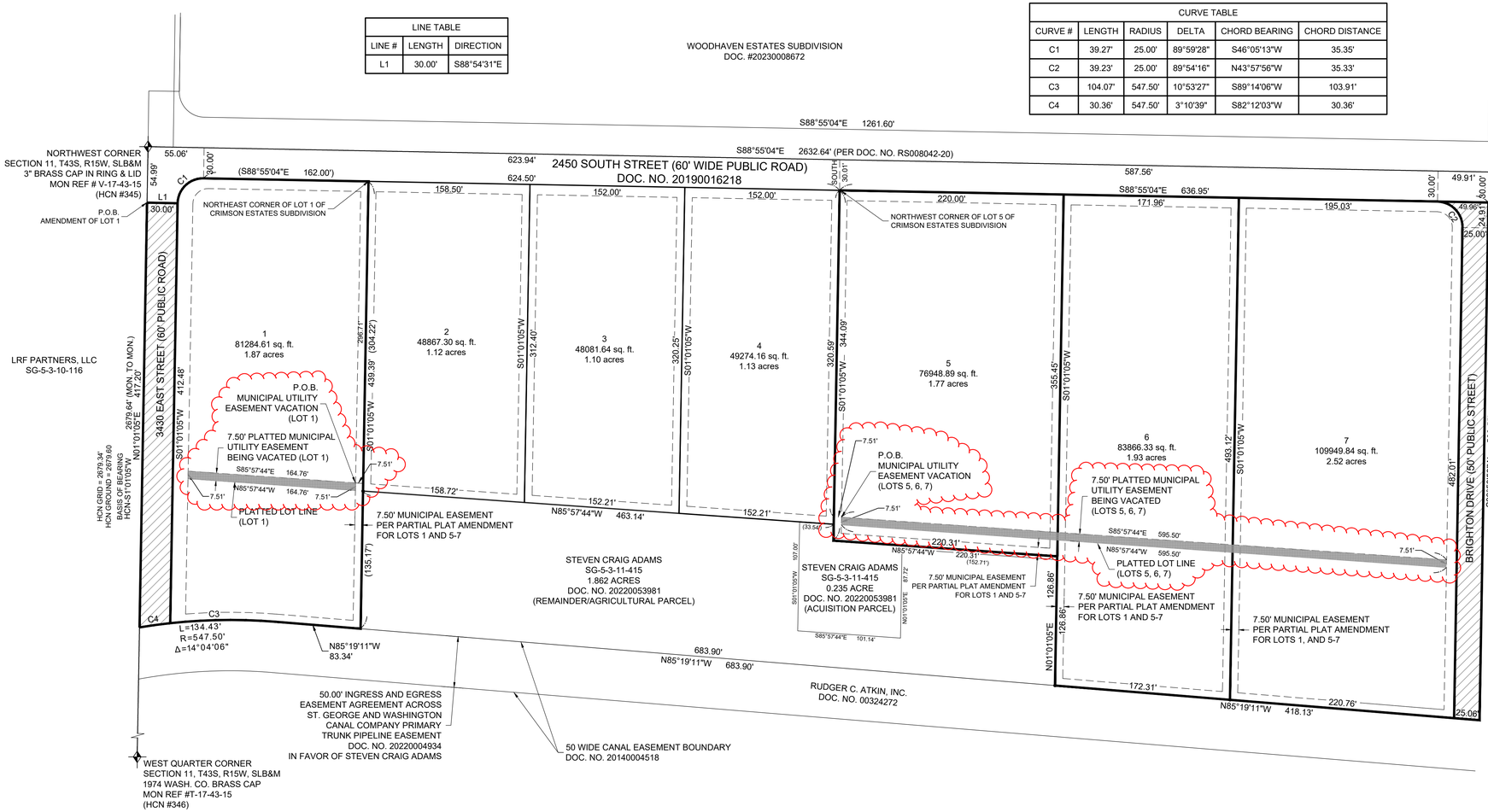
Exhibit B

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.00'	S88°54'31"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.27'	25.00'	89°59'28"	S46°05'13"W	35.35'
C2	39.23'	25.00'	89°54'16"	N43°57'56"W	35.33'
C3	104.07'	547.50'	10°53'27"	S89°14'06"W	103.91'
C4	30.36'	547.50'	3°10'39"	S82°12'03"W	30.36'



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PROFESSIONAL LAND SURVEYOR
6/29/23
7654
ROGER M. BUNDY
Roger M. Bundy
STATE OF UTAH

BOUNDARY DESCRIPTIONS

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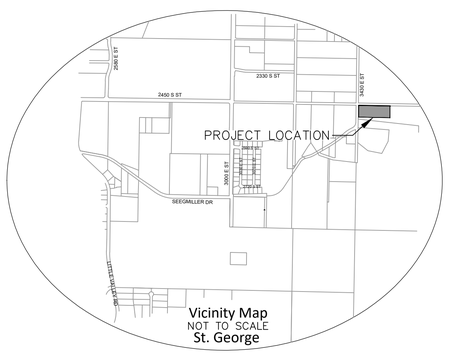


LEGEND

SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).

N

60 0 60 120

SCALE IN FEET
1" = 60'

R&B SURVEYING, INC.
862 CAMINO PICO, WASHINGTON, UT 84780
PH: (435) 632-3540

CRIMSON ESTATES
EXHIBIT
EXISTING MUNICIPAL UTILITY EASEMENT VACATIONS (LOTS 1, 5, 6 AND 7)

Agenda Date: 08/03/2023 **Agenda Item Number:** 07

Subject:

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

Item at-a-glance:

Staff Contact: Trevor Coombs

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

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

Staff Narrative (need/purpose):

In order to allow the City, in consultation with the Citys Municipal Advisor, Lewis Young Robertson & Burningham, Inc., flexibility in setting the pricing date of the Series 2023 Bonds, the Council desires to grant to any two of the Mayor (including his designee or any Mayor pro tem), the City Manager, the Administrative Services Director, or Budget and Financial Planning Manager of the City (collectively, the Designated Officer) the authority to select the Purchaser to approve the method of sale, principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2023 Bonds shall be sold and make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the Parameters).

Name of Legal Dept approver: Tani Downing

Budget Impact:

Cost for the agenda item: $10,000,000

Amount approved in current FY budget for item: $10,000,000

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

N/A

Description of funding source:

Sales Tax Revenue Bond, Series 2023

Recommendation (Include any conditions):

Staff recommends holding the public hearing.

Agenda Date: 08/03/2023 **Agenda Item Number:** 08

Subject:

Consider approval of Resolution No. 2023-009R of the City Council of the City of St. George (the City), authorizing and approving a Preliminary Official Statement and an Official Statement in connection with the issuance and sale of the Citys Sales Tax Revenue Bonds, Series 2023; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and related matters.

Item at-a-glance:

Staff Contact: Trevor Coombs

Applicant Name: City of St. George

Reference Number: NA

Address/Location:

175 E. 200 North

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

WHEREAS, the City adopted a resolution on July 6, 2023 (the Bond Resolution), approving the issuance of its Sales Tax Revenue Bonds, Series 2023 (the Series 2023 Bonds) (to be issued from time to time in various series and with such other series or title designation(s) as may be determined by the City), to (a) finance the acquisition and construction of a city hall, and all related improvements (the Project), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2023 Bonds herein described; andWHEREAS, in connection with the issuance of the Series 2023 Bonds, the City plans to use and distribute a Preliminary Official Statement (the Preliminary Official Statement), in substantially the form attached hereto as Exhibit B, and a final Official Statement (the Official Statement), in substantially the form as the Preliminary Official Statement; andWHEREAS, the City now desires to approve the Preliminary Official Statement and the Official Statement and to authorize their use and distribution in connection with the issuance of the Series 2023 Bonds;

Staff Narrative (need/purpose):

NOW, THEREFORE, it is hereby resolved by the City Council of the City of St. George, Utah as follows:Section 1.The City hereby approves the Preliminary Official Statement in substantially the form attached hereto as Exhibit B and hereby authorizes the utilization thereof in connection with the issuance of the Series 2023 Bonds and approves the Official Statement in substantially the same form as the Preliminary Official Statement and authorizes the utilization thereof in connection with the issuance of the Series 2023 Bonds. Section 2.The Designated Officers (as defined in the Parameters Resolution) or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Preliminary Official Statement or Official Statement herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2023 Bonds (within the parameters set by the Parameters Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the City or the provisions of the laws of the State of Utah or the United States. Section 3.All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Name of Legal Dept approver: Tani Downing

Budget Impact:

Cost for the agenda item: $10,000,000

Amount approved in current FY budget for item: $10,000,000

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

.

Description of funding source:

Sales Tax Revenue Bond, Series 2023

Recommendation (Include any conditions):

Staff recommends approval.

CITY OF ST. GEORGE

NEW CITY HALL / PARKING STRUCTURE PROJECT

CITY COUNCIL AGENDA

ITEM #7 AND ITEM #8:

$10,000,000
SALES TAX REVENUE BONDS
SERIES 2023

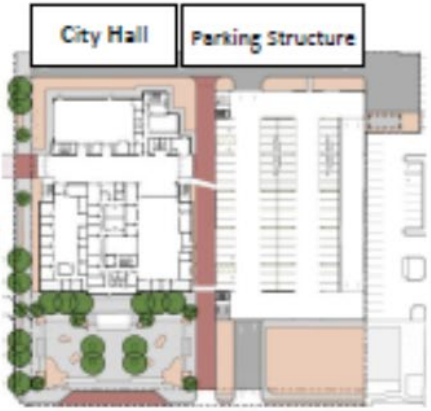
St.George

THE BRIGHTER SIDE

August 3, 2023

FINANCING AND CONSTRUCTION OF:

NEW CITY HALL AND PARKING STRUCTURE PROJECT



City Council Agenda Item #7

Purpose of Public Hearing Regarding Sales Tax Revenue Bonds, Series 2023

- 7. Public hearing to allow public input regarding (a) the issuance and sale by the City of St. George, Utah of not more than $10,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2023; and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2023 Bonds issued under the act may have on the private sector; and related matters.

SUMMARY OF:
SALES TAX REVENUE BONDS, SERIES 2023 (NOT-TO-EXCEED $10M)

ASSUMPTIONS OF THE SERIES 2023 BOND MODEL:	
PROJECTED PAR AMOUNT OF THE SERIES 2023 BONDS:	$9,145,000 *
BOND STRUCTURE / PURPOSE:	THE CITY WILL ISSUE APPROXIMATELY $10M IN SALES TAX REVENUE BONDS FOR THE PURPOSE OF FINANCING A NEW CITY HALL
BOND SALE METHOD:	NEGOTIATED SALE, UNDERWRITER, RBC GLOBAL MARKETS, HAS BEEN SELECTED THROUGH RFP PROCESS
INTEREST RATE PROJECTION:	
TRUE INTEREST COST (TIC):	4.09%
ALL INCLUSIVE COST (AIC):	4.22%
BOND RATING:	AA+ BY S&P GLOBAL
COSTS OF ISSUANCE:	ESTIMATED TO BE APPROXIMATELY $190,000
AVERAGE ANNUAL DEBT SERVICE:	$589,000
PLEDGED REVENUE SOURCE:	THE CITY PROPOSES TO SECURE THE SERIES 2023 BONDS BY PLEDGING THE CITY'S 1.00% LOCAL SALES AND USE TAX REVENUES

* This projected par amount of bonds assumes original issue premium that when combined with the par amount will equate to $10M of construction proceeds.

St.George
THE BRIGHTER SIDE

DEBT SERVICE SCHEDULE FOR
SERIES 2023 SALES TAX REVENUE BONDS

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/01/2024	225,000.00	5.000%	361,989.58	586,989.58
06/01/2025	145,000.00	5.000%	446,000.00	591,000.00
06/01/2026	150,000.00	5.000%	438,750.00	588,750.00
06/01/2027	160,000.00	5.000%	431,250.00	591,250.00
06/01/2028	165,000.00	5.000%	423,250.00	588,250.00
06/01/2029	175,000.00	5.000%	415,000.00	590,000.00
06/01/2030	185,000.00	5.000%	406,250.00	591,250.00
06/01/2031	190,000.00	5.000%	397,000.00	587,000.00
06/01/2032	200,000.00	5.000%	387,500.00	587,500.00
06/01/2033	210,000.00	5.000%	377,500.00	587,500.00
06/01/2034	220,000.00	5.000%	367,000.00	587,000.00
06/01/2035	235,000.00	5.000%	356,000.00	591,000.00
06/01/2036	245,000.00	5.000%	344,250.00	589,250.00
06/01/2037	255,000.00	5.000%	332,000.00	587,000.00
06/01/2038	270,000.00	5.000%	319,250.00	589,250.00
06/01/2039	285,000.00	5.000%	305,750.00	590,750.00
06/01/2040	295,000.00	5.000%	291,500.00	586,500.00
06/01/2041	310,000.00	5.000%	276,750.00	586,750.00
06/01/2042	330,000.00	5.000%	261,250.00	591,250.00
06/01/2043	345,000.00	5.000%	244,750.00	589,750.00
06/01/2044	360,000.00	5.000%	227,500.00	587,500.00
06/01/2045	380,000.00	5.000%	209,500.00	589,500.00
06/01/2046	400,000.00	5.000%	190,500.00	590,500.00
06/01/2047	420,000.00	5.000%	170,500.00	590,500.00
06/01/2048	440,000.00	5.000%	149,500.00	589,500.00
06/01/2049	460,000.00	5.000%	127,500.00	587,500.00
06/01/2050	485,000.00	5.000%	104,500.00	589,500.00
06/01/2051	510,000.00	5.000%	80,250.00	590,250.00
06/01/2052	535,000.00	5.000%	54,750.00	589,750.00
06/01/2053	560,000.00	5.000%	28,000.00	588,000.00
Total	**$9,145,000.00**	**-**	**$8,525,489.58**	**$17,670,489.58**

Yield Statistics

Bond Year Dollars	$170,509.79
Average Life	18.645 Years
Average Coupon	5.0000000%
DV01	6,815.85
Net Interest Cost (NIC)	4.4061808%
True Interest Cost (TIC)	4.0957725%
Bond Yield for Arbitrage Purposes	3.4312890%
All Inclusive Cost (AIC)	4.2255845%

St.George
THE BRIGHTER SIDE

City Council Agenda Item #8

Resolution to Authorize the Preliminary Official Statement

- **8. Consider approval of Resolution No. 2023-009R of the City Council of the City of St. George (the "City"), authorizing and approving a Preliminary Official Statement and an Official Statement in connection with the issuance and sale of the City's Sales Tax Revenue Bonds, Series 2023; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and related matters.**

Preliminary Official Statement

City of St. George, Utah
Sales Tax Revenue Bonds
Series 2023

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023

NEW ISSUE—Book-Entry-Only Form

Rating: ~~[~~S&P~~]~~ "___"
(See "BOND RATING" herein.)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2023 Bonds is exempt from State of Utah individual income taxes. The Series 2023 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" herein.

~~$[PAR]*~~
$10,000,000*

CITY OF ST. GEORGE, UTAH
SALES TAX REVENUE BONDS,
SERIES 2023

Dated: Date of Initial Delivery

Due: ~~June~~August 1, as shown on the inside cover

The ~~$[PAR]*~~$10,000,000* Sales Tax Revenue Bonds, Series 2023 are issued as fully registered bonds, and when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2023 Bonds. Purchases of Series 2023 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2023 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2023 Bonds. Interest on the Series 2023 Bonds is payable on ~~June~~February 1 and ~~December~~August 1 of each year, commencing ~~[December~~February 1~~], 2023~~, 2024, by ~~[~~U.S. Bank Trust Company, National Association~~],~~ as Paying Agent, all as more fully described herein. Payment of the principal of and interest on such Series 2023 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2023 BONDS—Book-Entry-Only System" herein.

The Series 2023 Bonds are subject to ~~[~~optional~~]~~ [and sinking fund] redemption prior to maturity. See "THE SERIES 2023 BONDS—Redemption Provisions" herein.

The proceeds of the Series 2023 Bonds will be used by the City for the purpose of (a) financing the acquisition and construction of a city hall and all related improvements (the "Series 2023 Project") and (b) paying costs of issuance of the Series 2023 Bonds.

The Series 2023 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and certain funds and accounts pledged therefor in the Indenture between the City and ~~[~~U.S. Bank Trust Company, National Association~~],~~ as Trustee. The Revenues consist primarily of the Pledged Sales and Use Taxes, as discussed herein. No assurance can be given that the Revenues will remain sufficient for the payment of the principal of and interest on the Series 2023 Bonds and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. See "RISK FACTORS" herein. The Series 2023 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2023 Bonds or any portion thereof to secure payment of the Series 2023 Bonds. See "SECURITY FOR THE BONDS" herein.

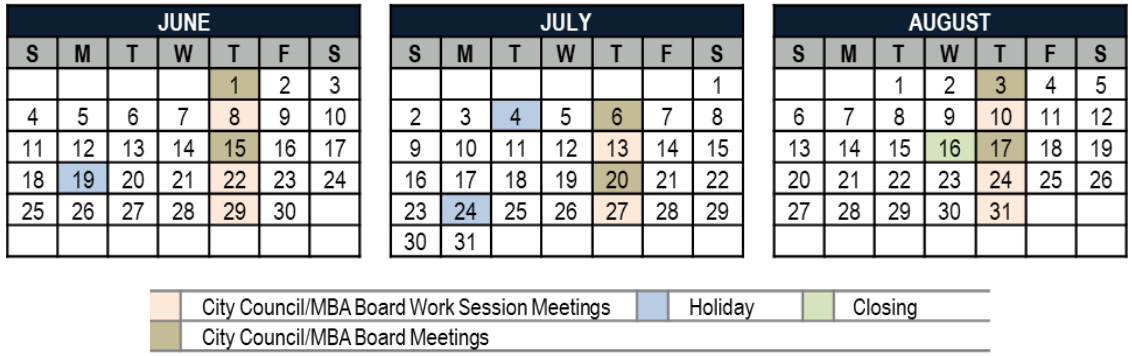
The Series 2023 Bonds are offered when, as and if issued by the City and subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Tani Downing, Esq., City Attorney. Lewis Young Robertson & Burningham, Inc. has acted as municipal advisor to the City in connection with the issuance of the Series 2023 Bonds. It is expected that the Series 2023 Bonds, in book-entry-only form, will be available for delivery to DTC or its agent on or about _____,August 16, 2023.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page and not otherwise defined shall have the meanings assigned to such terms in the body of this Official Statement. This Official Statement is dated _____, 2023, and the information contained herein speaks only as of that date.

~~[Underwriter]~~

* Preliminary; subject to change.

CALENDAR OF KEY EVENTS FOR:
ISSUANCE OF THE SERIES 2023 SALES TAX REVENUE BONDS



DATE	EVENT	RESPONSIBILITY
August 3 (Thu.)	**City Council meeting to (i) adopt the Preliminary Official Statement, and (ii) hold Public Hearing on Sales Tax Revenue Bonds, Series 2023**	**CC, CO, FA, BC**
August 3 (Thu.)	**MBA Board to hold Public Hearing on Lease Revenue Bonds, Series 2023**	**CC, CO, FA, BC**
August 4 (Fri.)	Post Preliminary Official Statement	BC
August 8 (Tue.)	Pre-pricing coordination call _____pm	ALL
August 9 (Wed.)	Pricing of the Sales Tax Revenue Bonds, Series 2023 Bonds. Post-sale wrap-up conference call at a.m. Provide final debt service calculations to Bond Counsel for inclusion in Bond Purchase Agreement. Mayor and or other authorized signatories to execute and finalize the Bond Purchase Agreement	CS, CO, FA, UW
August 16 (Wed.)	**Closing and delivery of proceeds for both Bonds.**	**ALL PARTIES**

LEGEND	
BC:	Bond Counsel, Gilmore & Bell (Randy Larsen)
CC:	St. George City Council & Municipal Building Authority Board
CS:	City Staff
CIB:	Community Impact Board and Staff
CO:	City/MBA Officials, (Mayor Michele Randall, John Willis, Marc Mortensen, Robert Myers, Trevor Coombs, et al)
FA:	Financial Advisor, Lewis Young Robertson & Burningham (Jason Burningham and Marc Edminster)
T:	Trustee, TBD
UW:	Underwriter (for Series 2023 Sales Tax Rev. Bonds only), TBD

St.George
THE BRIGHTER SIDE

St. George, Utah

August 3, 2023

The City Council ("City Council") of the City of St. George, Utah (the "City"), met in regular public session on August 3, 2023, at City Hall, 175 East 200 North, St. George, Utah at 5:00 p.m. with the following members of the Council present:

Michele Randall	Mayor
Jimmie Hughes	Councilmember
Dannielle Larkin	Councilmember
Natalie Larsen	Councilmember
Gregg McArthur	Councilmember
Michelle Tanner	Councilmember

Also present:

Christina Fernandez	City Recorder
John Willis	City Manager

Absent:

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 3, 2023, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

It was then noted that pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), a notice of public hearing at 5:00 p.m. on August 3, 2023, with respect to the issuance of the Issuer's Sales Tax Revenue Bonds, Series 2023, in the principal amount of not to exceed $10,000,000, was

posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City, no less than fourteen (14) days prior to the public hearing. The public hearing was then opened to all members of the public desiring to give input with respect to the issuance by the Issuer of its Sales Tax Revenue Bonds, Series 2023.

Following public comment, if any, the public hearing was closed.

The resolution is as follows:

RESOLUTION NO. ____

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

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

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

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

NOW, THEREFORE, it is hereby resolved by the City Council of the City of St. George, Utah as follows:

Section 1. The City hereby approves the Preliminary Official Statement in substantially the form attached hereto as Exhibit B and hereby authorizes the utilization thereof in connection with the issuance of the Series 2023 Bonds and approves the Official Statement in substantially the same form as the Preliminary Official Statement and authorizes the utilization thereof in connection with the issuance of the Series 2023 Bonds.

Section 2. The Designated Officers (as defined in the Parameters Resolution) or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Preliminary Official Statement or Official Statement herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2023 Bonds (within the parameters set by the Parameters Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any

resolution adopted by the City or the provisions of the laws of the State of Utah or the United States.

Section 3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this August 3, 2023.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Christina Fernandez, the undersigned City Recorder of the City of St. George, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on August 3, 2023, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on August 3, 2023, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this August 3, 2023.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Christina Fernandez, the undersigned City Recorder of the City of St. George, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 3, 2023 public meeting held by the City Council of the City (the "City Council"), as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____, and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 3, 2023.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023

NEW ISSUE—Book-Entry-Only Form

Rating: S&P "___"
(See "BOND RATING" herein.)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2023 Bonds is exempt from State of Utah individual income taxes. The Series 2023 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" herein.

$10,000,000*
CITY OF ST. GEORGE, UTAH
SALES TAX REVENUE BONDS, SERIES 2023

Dated: Date of Initial Delivery **Due: August 1, as shown on the inside cover**

The $10,000,000* Sales Tax Revenue Bonds, Series 2023 are issued as fully registered bonds, and when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2023 Bonds. Purchases of Series 2023 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2023 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2023 Bonds. Interest on the Series 2023 Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2024, by U.S. Bank Trust Company, National Association, as Paying Agent, all as more fully described herein. Payment of the principal of and interest on such Series 2023 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2023 BONDS—Book-Entry-Only System" herein.

The Series 2023 Bonds are subject to optional [and sinking fund] redemption prior to maturity. See "THE SERIES 2023 BONDS—Redemption Provisions" herein.

The proceeds of the Series 2023 Bonds will be used by the City for the purpose of (a) financing the acquisition and construction of a city hall and all related improvements (the "Series 2023 Project") and (b) paying costs of issuance of the Series 2023 Bonds.

The Series 2023 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and certain funds and accounts pledged therefor in the Indenture between the City and U.S. Bank Trust Company, National Association, as Trustee. The Revenues consist primarily of the Pledged Sales and Use Taxes, as discussed herein. No assurance can be given that the Revenues will remain sufficient for the payment of the principal of and interest on the Series 2023 Bonds and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. See "RISK FACTORS" herein. The Series 2023 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2023 Bonds or any portion thereof to secure payment of the Series 2023 Bonds. See "SECURITY FOR THE BONDS" herein.

The Series 2023 Bonds are offered when, as and if issued by the City and subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Tani Downing, Esq., City Attorney. Lewis Young Robertson & Burningham, Inc. has acted as municipal advisor to the City in connection with the issuance of the Series 2023 Bonds. It is expected that the Series 2023 Bonds, in book-entry-only form, will be available for delivery to DTC or its agent on or about August 16, 2023.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page and not otherwise defined shall have the meanings assigned to such terms in the body of this Official Statement. This Official Statement is dated _____, 2023, and the information contained herein speaks only as of that date.

RBC CAPITAL MARKETS

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

$10,000,000*

CITY OF ST. GEORGE, UTAH
SALES TAX REVENUE BONDS, SERIES 2023

MATURITIES, AMOUNTS, INTEREST RATES, AND PRICES OR YIELDS

Due (August 1)	Principal Amount*	Interest Rate	Yield	CUSIP**
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
2048				
2049				
2050				
2051				
2052				
2053				

[$_____ _____% Term Bond maturing _____, 20___; Price _____%; CUSIP _____]

---

* Preliminary; subject to change.

** CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of The American Bankers Association. This information is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2023 Bonds. None of the City, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to its correctness on the Series 2023 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2023 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2023 Bonds. .

The information set forth herein has been obtained from the City, DTC, and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City, or in any other information contained herein since the date hereof.

No dealer, broker, salesman or any other person has been authorized by the City or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2023 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

All inquiries relating to this Official Statement and the offering contemplated herein should be directed to the Underwriter. Prospective investors may obtain additional information from the Underwriter or the City which they may reasonably require in connection with the decision to purchase any of the Series 2023 Bonds from the Underwriter.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Forward-looking statements are included in the Official Statement under the captions "INTRODUCTION," "SECURITY FOR THE BONDS," "ESTIMATED SOURCES AND USES OF FUNDS," "DEBT STRUCTURE OF THE CITY," and "RISK FACTORS." The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The yields at which the Series 2023 Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this Official Statement. In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect market prices of the Series 2023 Bonds. Such transactions, if commenced, may be discontinued at any time.

THE SERIES 2023 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2023 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2023 Bonds.

$10,000,000*
CITY OF ST. GEORGE, UTAH
SALES TAX REVENUE BONDS,
SERIES 2023

175 East 200 North
St. George, Utah 84770
(435) 627-4000

CITY COUNCIL

Michele Randall ..... Mayor
Jimmie Hughes ..... Councilmember
Dannielle Larkin ..... Councilmember
Gregg McArthur ..... Councilmember
Natalie Larsen ..... Councilmember
Michelle Tanner ..... Councilmember

CITY ADMINISTRATION

John Willis ..... City Manager
Robert Myers ..... Budget and Financial Planning Director
Marc Mortensen ..... Director of Operations
Trevor A. Coombs ..... Administrative Services Director
Tiffany LaJoice ..... Finance Manager
Laura Olson ..... City Treasurer
Christina Fernandez ..... City Recorder
Tani Downing ..... City Attorney

TRUSTEE, PAYING AGENT, AND REGISTRAR

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101
(801) 534-6051

MUNICIPAL ADVISOR

Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

BOND AND DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101
(801) 364-5080

UNDERWRITER

RBC Capital Markets, LLC
2398 East Camelback Road, Suite 700
Phoenix, Arizona 85016
(602) 381-5360

* Preliminary; subject to change.

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OFFICIAL STATEMENT

RELATING TO

$10,000,000*
CITY OF ST. GEORGE, UTAH
SALES TAX REVENUE BONDS,
SERIES 2023

INTRODUCTION

This Official Statement, including the cover page, introduction, and appendices, provides information in connection with the issuance and sale by the City of St. George, Utah (the "City") of its $10,000,000* Sales Tax Revenue Bonds, Series 2023 (the "Series 2023 Bonds"), initially issued in book-entry form only. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of Series 2023 Bonds to potential investors is made only by means of the entire Official Statement.

See also the following appendices attached hereto: APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022; APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE; APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING WASHINGTON COUNTY; APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING; APPENDIX E—FORM OF OPINION OF BOND COUNSEL; and APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM.

The City

The City is located in Washington County (the "County") 300 miles southwest of Salt Lake City, Utah and approximately 120 miles north of Las Vegas, Nevada. The City was incorporated in 1862 and its population in 2022 was approximately 102,519, according to the U.S. Census Bureau. For additional information regarding the City, see "THE CITY," "DEBT STRUCTURE OF THE CITY," and "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022" all herein.

Authorization and Purpose of the Bonds

The Series 2023 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) resolutions adopted by the City Council of the City (the "City Council") on July 6, 2023 and August [3], 2023 (together, the "Resolution"); and (iii) a General Indenture of Trust dated as of August 1, 2023 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of August 1, 2023 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture") each by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

The proceeds from the sale of the Series 2023 Bonds will be used by the City for the purpose of (a) financing the acquisition and construction of a city hall, and all related improvements (the "Series 2023 Project") and (b) paying costs of issuance of the Series 2023 Bonds. See "THE 2023 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

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* Preliminary; subject to change.

Security and Source of Payment

The Series 2023 Bonds are special limited obligations of the City, payable solely from and secured solely by a pledge of the hereinafter defined Revenues, monies, securities and certain funds and accounts pledged therefor in the Indenture. "Revenues" consist primarily of the sales and use tax revenues (the "Pledged Sales and Use Taxes") received by City under Title 59, Chapter 12, Part 2 of the Utah Code (the "Local Sales and Use Tax Act").

No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2023 Bonds and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. See "RISK FACTORS" herein. The Series 2023 Bonds do not constitute a general obligation indebtedness, a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2023 Bonds or any portion thereof to secure payment of the Series 2023 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

The Pledged Sales and Use Taxes for fiscal year 2022 totaled $35,030,370 and provide projected coverage of approximately _____* times the estimated maximum annual debt service requirement for the Series 2023 Bonds, assuming that annual Pledged Sales and Use Taxes over the life of the Series 2023 Bonds are maintained at the fiscal year 2022 amount. See "RISK FACTORS" herein for additional information.

Initial Bonds and Additional Bonds

The Series 2023 Bonds are the initial Series of Bonds under the Indenture. The City may issue Additional Bonds or other obligations payable on a parity with the Series 2023 Bonds upon complying with certain requirements set forth in the Indenture. Such Additional Bonds issued under the Indenture together with the Series 2023 Bonds are sometimes collectively referred to herein as the "Bonds." See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds" below.

State Pledge of Nonimpairment

In accordance with Section 11-14-307 of the Act, the State pledges that it will not alter, impair or limit the taxes comprising the Pledged Sales and Use Taxes in a manner that reduces the amounts to be rebated to or collected by the County until obligations secured by such taxes, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of such obligations. See "SECURITY FOR THE BONDS—State Pledge of Nonimpairment" and "RISK FACTORS" herein.

However, the City notes that the State's pledge of non-impairment under Section 11-14-307 of the Act has not been interpreted by a court of law and, therefore, the City cannot predict the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and collection of the Pledged Sales and Use Taxes or (iii) impact any other aspect of Pledged Sales and Use Taxes.

Redemption Provisions

The Series 2023 Bonds are subject to optional [and sinking fund] redemption prior to maturity. See "THE SERIES 2023 BONDS—Redemption Provisions" herein.

Registration, Denominations and Manner of Payment

The Series 2023 Bonds are issuable only as fully registered bonds without coupons and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2023 Bonds. Purchases of Series 2023 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial Owners of the Series 2023 Bonds will not be

entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2023 Bonds.

Principal of and interest on the Series 2023 Bonds (interest payable February 1 and August 1 of each year, commencing February 1, 2024) are payable by U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"), to the registered owners of the Series 2023 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the Beneficial Owners of the Series 2023 Bonds, as described under "THE SERIES 2023 BONDS—Book-Entry-Only System" herein.

Tax Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. The Series 2023 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2023 Bonds is exempt from State of Utah individual income taxes.

See "TAX MATTERS" in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2023 Bonds.

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2023 Bonds are offered when, as and if issued and received by RBC Capital Markets, LLC (the "Underwriter"), subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed on for the City by Tani Downing, Esq., City Attorney. It is expected that the Series 2023 Bonds will be available for delivery in Salt Lake City, Utah, for deposit with DTC or one of its agents, on or about August 16, 2023.

Basic Documentation

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the City, the Series 2023 Bonds, and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, and references herein to the Series 2023 Bonds are qualified in their entirety by reference to the forms thereof included in the Indenture and the information with respect thereto included in the aforementioned document, copies of which are available for inspection at the principal office of the Trustee on or after the delivery of the Series 2023 Bonds. Descriptions of the Indenture and the Series 2023 Bonds are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction. During the period of the offering of the Series 2023 Bonds, copies of the preliminary forms of any of the aforementioned documents will be available from the "contact persons" as indicated below. Also see "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE" attached hereto. The "basic documentation" which includes the Resolution, the Indenture and other documentation, authorizing the issuance of the Series 2023 Bonds and establishing the rights and responsibilities of the City and other parties to the transaction, may be obtained from the "contact persons" as indicated below.

Contact Persons

The chief contacts for the City concerning the Series 2023 Bonds are:

John Willis, City Manager
Robert Myers, Budget and Financial Planning Director
City of St. George
175 East 200 North
St. George, Utah 84770
(435) 627-4800
john.willis@sgcity.org
Robert.myers@sgcity.org

Additional requests for information may be directed to the City's municipal advisor:

Jason Burningham, Principal
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700
jason@lewisyoung.com

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

The Series 2023 Bonds are special, limited obligations of the City, payable solely by a pledge and assignment of the Revenues and moneys on deposit in the funds and accounts (other than the Rebate Fund) established under the Indenture. The Series 2023 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity or the State. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2023 Bonds or any portion thereof to secure payments of the Series 2023 Bonds.

Pledged Sales and Use Taxes

The Local Sales and Use Tax Act provides that each city and town in the State may levy a local sales and use tax of up to 1.00% on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1.00%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1.00%. The City currently levies sales and use taxes at the full rate of 1.00%. The legislative intent contained in the Local Sales and Use Tax Act is to provide an additional source of revenues to municipalities that is to be used to finance their capital outlay requirements and to service their bonded indebtedness. See "RISK FACTORS—Uncertainty of Economic Activity and Pledged Sales and Use Tax Revenues" and "—Legislative Changes to Sales Tax Statutes," herein.

The local sales and use tax is levied in addition to a statewide sales and use tax (the "Statewide Tax") which is currently imposed at a rate of 4.85% of the purchase price of taxable goods and services (except that only 1.75% is levied on unprepared food and food ingredients and sales of natural gas, electricity and fuel oil for residential use are taxed at a statewide rate of 2.00%). The taxable transactions and the exemptions under the Local Sales and Use Tax Act conform to those of the statewide sales and use tax.

Sales tax is imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the

lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State.

In addition to the sales and use taxes described above, counties and cities in the State are authorized to impose sales and use taxes to fund a public transportation system, for zoo, art and parks purposes and at the option of the county for general fund purposes of the county, which sales and use taxes do not constitute Pledged Sales and Use Tax Revenues. Washington County imposes sales and use taxes for public transportation, for zoo, art and parks purposes, and for general fund purposes of Washington County. None of these taxes are pledged as a component of the Pledged Sales and Use Tax Revenues. The total sales and use tax imposed in the City (other than certain specialty taxes, including a motor vehicle rental tax, a transient room tax, and a tourism restaurant tax imposed by Washington County) is 6.75%.

Local sales and use taxes, including the Pledged Sales and Use Tax Revenues, are collected by the Utah State Tax Commission and distributed on a monthly basis to each county, city and town. The distributions are based on a formula, which provides that (1) 50% of sales tax collections will be distributed on the basis of the population of the local government and (2) 50% of sales tax collections will be distributed on the basis of the point of sale (the "50/50 Distribution"). The 50/50 Distribution formula is subject to the provision that certain qualifying cities and towns are eligible to receive a minimum tax revenue distribution (the "Minimum Distribution") if such amount is greater than the 50/50 Distribution. Changes to such formula have been and continue to be under discussion and the City cannot predict whether the State Legislature will make any such adjustments. See "RISK FACTORS—Legislative Changes to Sales Tax Statutes," herein.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding him or her to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Historical Sales Tax Revenues

A historical summary of the Pledged Sales and Use Tax Revenues for the last ten fiscal years along with an estimate by the City of such revenues for fiscal year 2023 is shown below.

Historical Summary of Sales Tax Revenues

Fiscal Year Ended June 30	Sales Tax Revenues	Percent Change from Prior Year
2023*	$36,098,242*	3.05%
2022	35,030,370	16.90
2021	29,967,205	23.21
2020	24,321,782	9.07
2019	22,299,586	5.85
2018	21,067,521	9.33
2017	19,268,824	9.08
2016	17,665,339	7.58
2015	16,420,259	6.54
2014	15,412,412	6.28
2013	14,501,038	–

(Source: For fiscal years 2013 through 2022, extracted from the City's Annual Comprehensive Financial Report, Continuing Disclosure Section (Unaudited) for the fiscal year ended June 30, 2022.)

* Preliminary estimate; subject to change.

The Largest Sales Taxpayers in the City

State law prohibits disclosure of information relating to specific payors of the sales and use taxes in the City. However, with respect to the specific sources of sales and use taxes for fiscal year 2022, the top ten taxpayers combined accounted for approximately 26.7% of all applicable sales occurring within the City. Such taxpayers primarily include department stores, automobile retailers, grocery stores, online retailers, and building supply retailers.

Debt Service Coverage

As shown above, the Pledged Sales and Use Taxes for fiscal year 2022 totaled $35,030,370 and provide projected coverage of approximately _____* times the estimated maximum annual debt service requirement for the Series 2023 Bonds, assuming that annual Pledged Sales and Use Taxes over the life of the Series 2023 Bonds are maintained at the fiscal year 2022 amount. See "RISK FACTORS" herein.

Flow of Funds

All Revenues shall be accounted for by the City separate and apart from all other moneys of the City.

(a) So long as any Bonds are Outstanding, as a first charge and lien on the Revenues, the City shall, at least semi-annually and at least fifteen days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the City need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) one-half of the Principal and premium, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Principal and premium on the next succeeding Principal payment date established for the Bonds; plus

(iii) one-half of the Sinking Fund Installments, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Sinking Fund Installments on the next succeeding Sinking Fund Installment payment date (for deposit to the Sinking Fund Account within the Bond Fund);

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Bonds promptly on each such date as the same become due and payable.

As a second charge and lien on the Revenues, the City shall on or before fifteen days prior to each Interest Payment Date replenish or repay, as applicable, the Debt Service Reserve Fund and/or the Reserve Instrument Fund as required by the Indenture.

Subject to making the foregoing deposits, the City may use the balance of the Revenues accounted for in the Revenue Fund for any of the following (i) redemption of Bonds; (ii) refinancing, refunding, or advance refunding of any Bonds; or (iii) for any other lawful purpose.

No Debt Service Reserve

There is no Debt Service Reserve Requirement for the Series 2023 Bonds and consequently no Account in the Debt Service Reserve Fund will be funded with respect to the Series 2023 Bonds.

Additional Bonds

No additional indebtedness, bonds or notes of the City secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the Bonds will be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the City payable on a parity with the Bonds out of Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing under the Indenture on the date of authentication of any Additional Bonds. This provision will not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds or other indebtedness to be outstanding plus (y) the average annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of such Additional Bonds, provided, however, that such coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued under the Indenture and (ii) the maximum Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining maximum Aggregate Annual Debt Service for the Bonds being refunded therewith; and

(c) All payments required by the Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued under the Indenture or other obligations of the City (including the funding of necessary reserves and the payment of costs of issuance), (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance), and/or (iii) any other lawful purpose of the City.

RISK FACTORS

The purchase of the Series 2023 Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Series 2023 Bonds should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain of these risks are described below; however, it is not intended to be a complete representation of all the possible risks involved.

Series 2023 Bonds are Limited Obligations

The Series 2023 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Revenues consist primarily of the Pledged Sales and Use Taxes. The Series 2023 Bonds do not constitute a general obligation indebtedness nor are they secured by a pledge of the ad valorem taxing power or the full faith and credit of the City and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2023 Bonds or any portion thereof to secure payment of the Series 2023 Bonds.

Limitation on Increasing Rates for Pledged Sales and Use Taxes

The City currently levies the maximum rate allowed under Utah law for the respective Pledged Sales and Use Taxes. No assurance can be given that the Pledged Sales and Use Taxes will remain sufficient for the payment of the principal or interest on the Series 2023 Bonds and the City is limited by Utah law in its ability to increase the rate of such taxes.

No Reserve Fund Requirement for the Series 2023 Bonds

Pursuant to the Indenture, each Series of Bonds may be secured by a separate subaccount in the Debt Service Reserve Fund. Upon the issuance of the Series 2023 Bonds there will be no funding of an account of the Debt Service Reserve Fund with respect to the Series 2023 Bonds.

Uncertainty of Economic Activity and Pledged Sales and Use Taxes

The amount of sales and use taxes collected by the City is dependent on several factors beyond the control of the City, including, but not limited to, the state of the United States economy and the economy of the State and the City. Any one or more of these factors could result in the City receiving less sales and use taxes than anticipated. During periods in which economic activity declines, Sales Tax Revenues are likely to fall as compared to an earlier year. In addition, sales and use taxes are dependent on the volume of the transactions subject to the tax. From time to time, proposals have been made by the Utah State Legislature (the "State Legislature") to add or remove certain types of purchases from the sales tax. The City cannot predict what impact these issues may have on the sales and use taxes it receives and consequently the amount of Pledged Sales and Use Taxes received by the City for the payment of the Series 2023 Bonds.

Legislative Changes to Local Sales Tax Act

The State Legislature has authority to alter the statutes under which the City derives its various sales and use tax revenues, including specifically the Pledged Sales and Use Taxes. From time to time proposals are discussed and introduced to change these statutes, including changes that could significantly reduce the amount of Pledged Sales and Use Taxes the City receives. This can be done by, among other things, expanding or diminishing the sales tax base, reducing rates or altering the formula by which the tax revenues are allocated among the counties, cities and towns within the State. The City cannot predict whether the State Legislature will change the sales and use tax base, rates, and/or distribution methods, including changes that could affect its Pledged Sales and Use Taxes at some point in the future.

Limitation on Increasing Rates for Sales Tax Revenues

The City currently levies the maximum rate allowed under Utah law for the Pledged Sales and Use Taxes. No assurance can be given that the Pledged Sales Tax Revenues received by the City will remain sufficient for the payment of the principal or interest on the Series 2023 Bonds and the City is limited by Utah law in its ability to increase the rate of such taxes.

Natural Disasters and Climate Change

Climate change may intensify and increase the frequency of extreme weather events, such as drought, wildfires, floods and heat waves. The loss of life and property damage that could result from such extreme weather events or a major natural disaster could have a material and adverse impact on the City and the local community and economy.

Continuing Inflation; Economic Conditions

The City, like the rest of the nation, has recently experienced significant increases in costs of supplies, food and energy, in addition to associated wage and salary pressures. Although some of these costs have recently dissipated there is no guarantee that they will continue to do so.

Although the City has seen growth in its revenues due to economic conditions, there is no guarantee that such conditions will continue into the future. A decrease in economic activity may cause a decrease in the Pledged Sales and Use Taxes and may impact the ability of the City to pay principal of and interest on the Series 2023 Bonds. The City cannot predict the extent or effect of inflationary, recessionary or other economic pressures on its revenues.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the City to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. To date, the City has not been the subject of a successful materially adverse cyberattack. The City believes it has made all reasonable efforts to ensure that any such attack is not successful and that the information systems of the City are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber-related risk through the Utah Local Governments Trust and a private insurance company.

THE SERIES 2023 BONDS

General

The Series 2023 Bonds are dated the date of their initial delivery and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2023 Bonds will be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2024. The Series 2023 Bonds are issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof.

The Series 2023 Bonds shall bear interest at the rates and shall mature in each of the years as described on the inside cover page hereof. Interest on the Series 2023 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2023 Bonds will be payable by check or draft mailed by the Trustee to the registered owner thereof (initially DTC) as of the Regular Record Date. Principal of and premium, if any, on the Series 2023 Bonds will be payable at the principal corporate trust office of U.S. Bank Trust Company, National Association, Salt Lake City, Utah, as Trustee and Paying Agent, or its successor upon presentation of the Series 2023 Bonds by the registered owners or their duly authorized agents on or after the date of maturity or redemption.

The Series 2023 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Revenues consist primarily of the Pledged Sales and Use Taxes. No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2023 Bonds. The Series 2023 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City or the County, and are not obligations of the County, the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2023 Bonds or any portion thereof to secure payment of the Series 2023 Bonds. See "SECURITY FOR THE BONDS" herein.

Redemption Provisions

[Optional Redemption. The Series 2023 Bonds maturing on or prior to August 1, 20___, are not subject to redemption prior to maturity. The Series 2023 Bonds maturing on or after August 1, 20___, are subject to redemption at the option of the City on August 1, 20___, and on any date thereafter prior to maturity, in whole or in part, from

such maturities or parts thereof as may be selected by the City, at a redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.]

[Mandatory Sinking Fund Redemption. The Series 2023 Bonds maturing on August 1, 20___, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (August 1)	Mandatory Sinking Fund Redemption Amount

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* Final Maturity Date

Upon redemption of any Series 2023 Bonds maturing on August 1, 20___, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2023 Bonds maturing on August 1, 20___, in such order of mandatory sinking fund date as shall be directed by the City.]

Notice of Redemption. In the event any of the Series 2023 Bonds are to be redeemed, the Registrar shall cause notice of redemption to be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2023 Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least 30 days but not more than 60 days prior to the date fixed for redemption.

In addition to the foregoing, further notice of any redemption of Series 2023 Bonds shall be given by the Trustee, simultaneously with or shortly after the mailed notice to Registered Owners, by posting such notice to the MSRB's Electronic Municipal Market Access website or its successors. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

If at the time of mailing of any notice of optional redemption there is not on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice will state that such redemption will be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys will not have been so received said notice will be of no force and effect and the City will not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption will not be made and the Trustee will within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

Partially Redeemed Fully Registered Bonds. In case any Series 2023 Bond shall be redeemed in part only, upon the presentation of such Series 2023 Bond for such partial redemption, the City shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the City, a Series 2023 Bond or Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Series 2023 Bond. A portion of any Series 2023 Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or an integral multiple thereof and in selecting portions of such Series 2023 Bonds for redemption, the Trustee will treat each such Series 2023 Bond as representing that number of Series 2023 Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2023 Bonds by $5,000.

Book-Entry-Only System

The Series 2023 Bonds originally will be issued solely in book-entry form to DTC or its nominee, Cede & Co., to be held in DTC's book-entry system. So long as such Series 2023 Bonds are held in the book-entry-only system, DTC or its nominee will be the registered owner or Holder of such Series 2023 Bonds for all purposes of the Indenture, the Series 2023 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series

2023 Bonds may be made in denominations described above. For a description of the book-entry-only system for the Series 2023 Bonds, see "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM."

Registration, Transfer and Exchange

In the event that the book-entry-only system has been terminated, the Series 2023 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondowner or his duly authorized attorney, may be exchanged for an equal aggregate principal amount of Series 2023 Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations.

For every such exchange or transfer of the Series 2023 Bonds, the Trustee may make a charge sufficient to reimburse it for any tax or governmental charge required to be paid with respect to such exchange or transfer of the Series 2023 Bonds, but may impose no other charge therefor.

The City and the Trustee shall not be required to issue, transfer, or exchange any Series 2023 Bond after the Regular Record Date with respect to any redemption of such Series 2023 Bond or during a period from and including any Regular Record Date with respect to any interest payment date to and including such interest payment date. The Regular Record Date, for each Interest Payment Date, is the fifteenth day immediately preceding each interest payment date.

THE 2023 PROJECT

A portion of the proceeds from the Series 2023 Bonds will be used to finance the acquisition and construction of a new city hall (the "New City Hall Project"). The New City Hall Project will be located on a 2.8-acre site in a central area of the City and is planned to be a three-level, 72,000 square-foot structure and allow for 30 to 40 years of employee growth. [Adjacent to the New City Hall Project, a new, 298-stall, four-level parking structure is planned which is designed to accommodate the parking needs of the New City Hall Project and downtown businesses. The new parking structure will be financed by bonds issued concurrently with the Series 2023 Bonds by the City's Municipal Building Authority. See "DEBT STRUCTURE OF THE CITY—Future Debt Plans."]

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds for the Series 2023 Bonds are as follows:

Sources of Funds

Par Amount of Series 2023 Bonds	$
[Net] Original Issue Premium	
Total	$

Uses of Funds

Deposit to Construction Fund	$
Costs of Issuance[(1)]	
Total	$

(1) Includes municipal advisor fees, legal, rating agency, Trustee fees, underwriting discount and other costs and expenses related to the issuance of the Series 2023 Bonds.

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DEBT SERVICE SCHEDULE

The following table sets forth the debt service schedule for the Series 2023 Bonds. Figures are rounded to the nearest dollar.

Fiscal Year	Principal*	Interest	Total
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
TOTAL			

(Source: The Municipal Advisor.)
* Preliminary; subject to change.

THE CITY

General Information

The City is located approximately 300 miles southwest of Salt Lake City, Utah and approximately 120 miles north of Las Vegas, Nevada in Washington County, Utah (the "County"). The City was incorporated in 1862. The U.S. Census Bureau estimated its population to be 102,519 as of July 1, 2022. Based on its population, it is classified as a city of the second class. The City covers an area of approximately 75 square miles. For additional information regarding the City, see "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022" herein.

Form of Government

The City is currently governed by a Mayor and five-member city council (the "City Council"), elected at large by voters in the City. A measure of continuity is provided in the City Council by the election of the councilmembers to four-year overlapping terms. Duties of the councilmembers include the responsibility for all City affairs in general. The City Council must approve and may revise the budget of any City department. The City Council serves as the legislative body of the City and appropriates funds for the various City functions. The City Council is the tax levying body, determining the necessary City property tax levy each year. The City Council also licenses and regulates businesses, exhibitions, and recreation within the incorporated City area. Other appointed officials are the City Manager, Budget & Financial Planning Manager, Administrative Services Director, Attorney, City Recorder, Treasurer, Police Chief, Fire Chief and other department heads.

Current members of the City Council and other officers of the City and their respective terms in office are as follows:

Office	Person	Years in Current Position	Expiration of Term
Mayor	Michele Randall[(1)]	3	December 2025
Councilmember	Jimmie Hughes	13	December 2023
Councilmember	Dannielle Larkin[(2)]	3	December 2023
Councilmember	Gregg McArthur	4	December 2023
Councilmember	Natalie Larsen[(3)]	2	December 2025
Councilmember	Michelle Tanner	2	December 2025
City Manager	John Willis[(4)]	1	Non-Elected
Budget and Financial Planning Director	Robert Myers	2	Non-Elected
Director of Operations	Marc Mortensen[(5)]	2	Non-Elected
Administrative Services Director	Trevor A. Coombs	6	Non-Elected
City Attorney	Tani Downing	2	Non-Elected
City Recorder	Christina Fernandez[(6)]	10	Non-Elected
City Treasurer	Laura Olson[(7)]	7	Non-Elected
Finance Manager	Tiffany LaJoice[(8)]	8	Non-Elected

(1) Mayor Randall also served as a councilmember for 7 years.
(2) Ms. Larkin also served as a Planning Commission member for 4 years.
(3) Ms. Larsen also served as a Planning Commission member for 2 years.
(4) Mr. Willis also served the City 4 years as Planning & Zoning Manager and 4 years as Community Development Director.
(5) Mr. Mortensen also served for 20 years as the Support Services Manager and Support Service Director.
(6) Ms. Fernandez also served the City for 7 years as Payroll Specialist.
(7) Ms. Olson also served the City 2 years as a Customer Service Representative, 11 years as Business License Officer, and 1 year as Community Development Office Manager.
(8) Ms. LaJoice also served the City for 9 years as Treasurer.

Employee Workforce and Retirement System

The City currently employs approximately 771 full-time and approximately 578 part-time employees for a total employment of approximately 1,349 employees.

The City is a member of the Utah State Retirement System (the "Retirement System") and participates in a deferred compensation plan. The Retirement System provides retirement benefits, annual cost of living adjustments, death benefits and refunds to plan members and beneficiaries in accordance with retirement statutes established and amended by the Utah State Legislature. For additional information, see "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022—Notes to the Financial Statements – V. Other Information – F. Employee retirement systems and pension plans."

No OPEB Liability

The City has conducted a review of liabilities that it may owe for post-employment benefits. Based upon such review, the City reports that it does not have any liabilities relating to post-employment benefits.

Risk Management

The City is self-insured up to $250,000 per claim for general liability, law enforcement liability, and auto liability. Utah Local Governments Trust administers the liability policy above the City's self-insured retention. Property is covered by a blanket all-risk policy with limits of up to $1,000,000,000 per occurrence, excess of a per occurrence deductible of $25,000. Utah Local Governments Trust administers the property insurance policy. Power Generation Property Coverage is $141,260,681, excess of various deductibles and sub-limits. For additional information, see "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022—Notes to the Financial Statements – V. Other Information – A. Risk Management."

Investment of Funds

Investment of Operating Funds: The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended (the "Money Management Act"), governs the investment of all public funds held by public treasurers in the State of Utah (the "State"). It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State's prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. A significant portion of the City funds are invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurer's Fund"), as discussed below.

The Utah Public Treasurers' Investment Fund. The Utah Treasurers' Fund is a public treasurers' investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers' Fund invests to

ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A-1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's Investors Service, Inc. or Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc. These securities represent limited risks to governmental institutions investing with the Utah Treasurers' Fund. Variable rate securities in the Utah Treasurers' Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurer's Fund is reviewed monthly by the State's Money Management Council and audited by the State Auditor.

See "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022—Notes to The Financial Statements – I. Summary of Significant Accounting Policies" and "– IV. Detailed Notes for All Funds."

Additional Information

For additional information with respect to the City and its finances see "FINANCIAL INFORMATION REGARDING THE CITY," "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022," and "APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING WASHINGTON COUNTY."

DEBT STRUCTURE OF THE CITY
(As of August 1, 2023)

Outstanding Municipal Indebtedness of the City

Sales Tax Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding
2023[(1)]	City Hall	$10,000,000*	August 1, 2053*	$10,000,000*

(1) For purposes of this Official Statement, the Series 2023 Bonds will be considered issued and outstanding.
* Preliminary; subject to change.

Excise Tax Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding
2017	Refunding/Airport	$8,675,000	June 1, 2034	$6,110,000

Franchise Tax Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding
2014	Roads	$8,150,000	December 1, 2028	$3,980,000
2015	Park Improvements	7,898,000	June 1, 2025	1,672,000
Total				$5,652,000

[*General Obligation Bonds*

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding
2010	Refunding	$5,395,000	August 1, 2023	$1,805,000]

Electric Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding
2016	Refunding	$40,625,000	June 1, 2038	$33,740,000
2016B	Refunding	10,336,000	June 1, 2025	2,433,000
Total.....				$36,173,000

Water Treatment Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding
2020	System Improvements	$36,090,000	April 1, 2045	$33,385,000

Lease Revenue Bonds[(1)]

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding
2023	Parking	$10,000,000*	June 1, 2054*	$10,000,000*

(1) The Municipal Building Authority of the City of St. George, Utah (the "Authority"), was created to build and acquire projects for the City. The Authority has no assets, except for those purchased with the lease revenue bonds described above. The Authority's debt does not constitute legal debt of the City within the meaning of any constitutional or statutory limitation of the City. The Authority and the City plan issue the bonds listed above (the "MBA Bonds") simultaneously with the issuance of the Series 2023 Bonds. The Authority and the City will enter into an annual lease that may be terminated by the City in any year and lease payments by the City may be made only from funds that are annually budgeted and appropriated by the City for such purposes. The lease revenue bonds of the Authority are secured by an assignment of the City's lease payments and a security interest in the project financed by such bonds. The MBA Bonds are not secured by the Pledged Sales and Use Taxes.

* Preliminary; subject to change.

No Defaulted Bonds

The City has never failed to pay principal and interest when due on any of its bonds, notes or other financial obligations.

Future Debt Plans

The City does not have any current plans to issue Additional Bonds on a parity with the Series 2023 Bonds within the next three years, but reserves the right to do so as its capital needs require. As noted above, the City and its Municipal Building Authority plan to issue approximately $10,000,000 in lease revenue bonds simultaneously with the Series 2023 Bonds. The City also anticipates issuing approximately $_____ within the next [3] years in general obligation bonds subject to voter approval in a November 2023 bond election. [The City may issue _____ bonds in the next three years.]

Other Financial Considerations

The City has entered into various other agreements to finance its capital needs including capital leases. See "APPENDIX A — CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022—Notes to the Financial Statements – IV – Detailed Notes for all Funds – G. Leases Payable" herein.

Five-Year Financial Summaries

For five-year financial summaries of the City's General Fund balance sheet, governmental activities statement of net position, and total governmental funds statement of revenues, expenditures and changes in fund balances, see pages 199, 200, and 201 of "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022" herein.

LEGAL MATTERS

General

The authorization and issuance of the Series 2023 Bonds is subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Tani Downing, Esq., City Attorney. The approving opinion of Bond Counsel will be delivered with the Series 2023 Bonds. A copy of the form of the opinion of Bond Counsel is set forth in APPENDIX E of this Official Statement.

Absence of Litigation

A non-litigation opinion issued by Tani Downing, Esq., City Attorney, dated the date of closing, will be provided stating, among other things, that to the best of her knowledge, after due inquiry, no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, has been served on the City or is threatened, challenging the creation, organization, or existence of the City or the titles of its officers to their respective offices or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2023 Bonds or for the purpose of restraining or enjoining the levy and collection of taxes or assessments by the City, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2023 Bonds are issued or the validity of the Series 2023 Bonds or the issuance thereof.

TAX MATTERS

The following is a summary of the material federal and State income tax consequences of holding and disposing of the Series 2023 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2023 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2023 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2023 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law currently existing as of the issue date of the Series 2023 Bonds:

Federal Tax Exemption. The interest on the Series 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. The interest on the Series 2023 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

No Bank Qualification. The Series 2023 Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

State of Utah Tax Exemption. The interest on the Series 2023 Bonds is exempt from State of Utah individual income taxes.

Bond counsel's opinions are provided as of the date of the original issue of the Series 2023 Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2023 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2023 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2023 Bonds.

No Other Opinion. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2023 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

[***Original Issue Discount***. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2023 Bond over its issue price. The stated redemption price at maturity of a Series 2023 Bond is the sum of all payments on the Series 2023 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023 Bond is generally the first price at which a substantial amount of the Series 2023 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2023 Bond during any accrual period generally equals (1) the issue price of that Series 2023 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2023 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2023 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series 2023 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[***Original Issue Premium***. For federal income tax purposes, premium is the excess of the issue price of a Series 2023 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2023 Bond is the sum of all payments on the Series 2023 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023 Bond is generally the first price at which a substantial amount of the Series 2023 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2023 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2023 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2023 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, or Retirement of Series 2023 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2023 Bond, an owner of the Series 2023 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2023 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2023 Bond. To the extent a Series 2023 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2023 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2023 Bonds, and to the proceeds paid on the sale of the Series 2023 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2023 Bonds should be aware that ownership of the Series 2023 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2023 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2023 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the

purchase, ownership and disposition of the Series 2023 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

UNDERWRITER

RBC Capital Markets, LLC, as underwriter of the Series 2023 Bonds (the "Underwriter"), has agreed, subject to certain conditions, to purchase all of the Series 2023 Bonds from the City at an aggregate price of $_____ (which consists of the principal amount of the Series 2023 Bonds, plus [net] original issue premium of $_____ and less an Underwriter's discount of $_____). The Underwriter has advised the City that the Series 2023 Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2023 Bonds into investment trusts) at prices lower than the initial public offering prices set forth on the inside front cover page of the Official Statement and that such public offering prices may be changed from time to time.

BOND RATING

S&P Global Ratings has assigned a rating of "___" to the Series 2023 Bonds. Any explanation of the significance of this rating should be obtained from the rating agency furnishing the same. There is no assurance that the ratings given to outstanding obligations will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward change or withdrawal of such ratings may have an adverse effect on the market price of the Series 2023 Bonds.

MUNICIPAL ADVISOR

The City has entered into an agreement with Lewis Young Robertson & Burningham, Inc. (the "Municipal Advisor"), whereunder the Municipal Advisor provides financial recommendations and guidance to the City with respect to preparation for sale of the Series 2023 Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors related to the sale of the Series 2023 Bonds. The Municipal Advisor has read and participated in the review of certain portions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in this Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of this Official Statement or any other matter related to this Official Statement.

CONTINUING DISCLOSURE UNDERTAKING

The City has undertaken for the benefit of the Owners and the beneficial owners of the Series 2023 Bonds to provide certain annual financial information and operating data and notice of certain events as enumerated and in the manner set forth in the Continuing Disclosure Undertaking that will be executed and delivered by the City, a form of which is set forth as APPENDIX D, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") system, all in order to enable the Underwriter to make the determinations required by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). See "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING" attached hereto and incorporated herein by reference.

[Within the past five years, the City has not complied fully with undertakings it has executed pursuant to the Rule. For example, the City either failed to file or did not timely file on EMMA notice of ratings changes to certain of its bonds. The City also did not properly link the posting of certain of its annual financial statements to all of its outstanding bond issues (however, such financial statements were available elsewhere on EMMA and the City's website). In addition, certain operating data was missing from its annual report related to some of its bonds. The City has not previously filed notices of these instances of non-compliance on EMMA. The City has made corrective filings relating to these instances of non-compliance. The City is reviewing its continuing disclosure policies and procedures

to determine whether there are actions it can take to improve its compliance with its continuing disclosure undertakings.]

A failure by the City to comply with the undertaking does constitute a default under the Indenture and beneficial owners of the Series 2023 Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2023 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2023 Bonds and their market price. See "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING" for the information to be provided, the events which will be noticed on an occurrence basis and the other terms of the Continuing Disclosure Undertaking, including termination, amendment and remedies.

MISCELLANEOUS

Independent Auditors

The financial statements of the City as of June 30, 2022, and for the year then ended, contained in APPENDIX A to this Official Statement, have been audited by HintonBurdick, PLLC ("HintonBurdick"), independent auditors, as stated in their report included in APPENDIX A hereto. HintonBurdick has not been asked to consent to the use of its name and audited financial statements in this Official Statement or to perform any procedures in connection with the issuance of the Series 2023 Bonds.

Copies of the City's audited financial statements may be obtained upon request. See "INTRODUCTION—Contact Persons" herein.

Additional Information

All quotations from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State of Utah, court decisions, and the Indenture, which are contained herein, do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions, and the Indenture for full and complete statements of their respective provisions.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

This Preliminary Official Statement is in a form "deemed final" by the City for purposes for Rule 15c2-12 of the Securities and Exchange Commission.

The appendices attached hereto are an integral part of this Official Statement, and should be read in conjunction with the foregoing material.

The delivery of the Official Statement has been duly authorized by the City.

CITY OF ST. GEORGE, UTAH

APPENDIX A

CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022

APPENDIX B

EXTRACTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE

The following extracts briefly outline certain provisions contained in the Indenture and are not to be considered as a full statement thereof. Reference is made to the Indenture for full details of all of the terms thereof, of the Series 2023 Bonds, the security provisions appertaining thereof, and the application of the Revenues, and the definition of any terms used but not defined in this Official Statement.

APPENDIX C

ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING WASHINGTON COUNTY

The following information is provided solely as background information regarding Washington County, the general area in which the City is located. The Series 2023 Bonds are not an obligation of the County. Please see APPENDIX A for additional financial and statistical information regarding the City.

The County is situated in the southwestern part of Utah. It is bordered by Iron County to the north, Kane County to the East, Nevada to the West, and Arizona to the South. The County is 2,422 square miles in area. Washington County is one of the fastest growing areas of the country. The County provides a mild winter climate, beautiful scenery, and a comfortable lifestyle. The County's economy is based upon tourism, education, services, trade, and construction. Zion National Park is encompassed within the County.

Population of County and State

Year	County	% Increase	State	% Increase
2022 Estimate	197,680	3.24%	3,380,800	1.25%
2021 Estimate	191,476	6.21	3,339,113	2.06
2020 Census	180,279	1.53	3,271,616	2.05
2019 Estimate	177,556	3.49	3,205,958	1.66
2018 Estimate	171,567	3.40	3,153,550	3.67
2017 Estimate	165,929	4.13	3,101,042	1.95
2016 Estimate	159,352	3.04	3,041,868	2.01
2015 Estimate	154,650	2.36	2,981,835	1.53
2014 Estimate	151,081	2.79	2,936,879	1.35
2013 Estimate	146,987	1.98	2,897,640	1.55
2012 Estimate	144,139	–	2,853,375	–
2010 Census	138,115	52.90%	2,763,885	23.80%
2000 Census	90,354	86.1	2,233,169	29.6

Note: The Census counts are as of April 1 of such year; the annual population estimates are as of July 1 of the year given.
(Source: U.S. Census Bureau.)

Rate of Unemployment – Annual Averages

Year	County	State	United States
2022	2.5%	2.3%	3.6%
2021	2.9	2.7	5.3
2020	5.3	4.7	8.1
2019	3.0	2.6	3.7
2018	3.3	3.0	3.9
2017	3.5	3.3	4.4
2016	3.7	3.4	4.9
2015	4.1	3.6	5.3
2014	4.4	3.8	6.2
2013	5.5	4.6	7.4

(Source: Utah Department of Workforce Services; U.S. Bureau of Labor Statistics.)

Economic Indicators

LABOR FORCE (1)	2022	2021	2020	2019	2018
Labor Force (annual average)	87,249	83,600	80,053	76,786	74,671
Employed (annual average)	85,075	81,174	75,746	74,521	72,265
Unemployed (annual average)	2,174	2,426	4,307	2,265	2,406
Unemployment Rate	*2.5%*	*2.9%*	*5.4%*	*2.9%*	*3.2%*
Average Employment (Non-Farm Jobs)	80,982	77,095	71,549	70,796	68,439
% Change Prior Year	*5.04*	*7.75*	*1.06*	*3.44*	*8.48*
Average Employment by Sector:					
Agriculture, Forestry, Fishing & Hunting	100	115	134	116	114
Mining	524	417	293	240	253
Utilities	272	253	241	243	234
Construction	9,921	9,286	8,805	7,873	7,569
Manufacturing	4,097	3,932	3,735	3,483	3,411
Wholesale Trade	1,873	1,406	1,300	1,347	1,278
Retail Trade	11,267	11,198	10,189	10,493	9,958
Transportation and Warehousing	4,793	4,774	4,542	4,680	4,525
Information	951	867	803	872	934
Finance and Insurance	1,628	1,684	1,752	1,629	1,631
Real Estate and Rental and Leasing	1,277	1,227	1,137	1,046	928
Professional, Scientific & Technical Services	3,461	3,235	3,001	2,826	3,292
Management of Companies and Enterprises	169	213	206	158	2,665
Administrative, Support, Waste Mgmt, & Remediation	3,535	3,370	2,841	2,755	2,669
Education Services	6,530	6,135	5,812	5,894	5,688
Health Care and Social Assistance	12,828	12,442	12,125	11,829	11,090
Arts, Entertainment, and Recreation	2,524	2,349	1,954	2,157	2,085
Accommodation and Food Services	9,962	9,273	8,106	8,644	8,388
Other Services and Unclassified Establishments	2,506	2,348	2,145	2,118	1,925
Public Administration	2,762	2,572	2,427	2,391	2,385
Total Establishments	8,625	7,933	7,319	6,897	6,531
Total Wages ($Millions)	3,608.9	3,237.8	2,894.5	2,651.9	2,495.5

INCOME AND WAGES	2022	2021	2020	2019	2018
Total Personal Income ($000) (2)	n/a	$9,018,584	$8,218,873	$7,494,858	$6,835,761
Per Capita Income (2)	n/a	47,162	45,178	42,732	40,246
Median Household Income (2)	n/a	n/a	71,904	64,388	57,069
Average Monthly Nonfarm Wage (1)	$3,713*	$3,501	$3,373	$3,123	$3,041

SALES & CONSTRUCTION	2022	2021	2020	2019	2018
Gross Taxable Sales ($000) (3)	6,784.6	6,217.2	4,886.8	4,204.6	3,946.5
New Dwelling Units (4)	3,445	3,835	3,903	3,460	2,684
Total Construction Value ($000) (4)	1,148,550.4	1,034,810.3	939,398.7	804,788.8	704,652.1
New Residential Value ($000) (4)	640,932.2	770,836.6	700,804.4	615,770.9	462,098.1
New Nonresidential Value ($000) (4)	432,813.6	228,764.1	131,031.4	165,146.3	189,404.6

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 2022; (3) Utah State Tax Commission; (4) University of Utah Bureau of Economic and Business Research.)

* Preliminary; subject to change.

Major Employers in the County

(Average Annual Employment 250 and above)

Company Name	Type of Business	Employee Range
Intermountain Healthcare	Health Care	4,000-4,999
Washington County School District	Public Education	3,000-3,999
Wal-Mart	Warehouse Clubs and Supercenters	2,000-2,999
Dixie State University	Higher Education	1,000-1,999
St. George City	Local Government	1,000-1,999
SkyWest Airlines	Air Transportation	500-999
The Home Depot	Home Improvement Centers	500-999
Dixie State University	Higher Education	500-999
Washington County	Local Government	250-499
State of Utah	State Government	250-499
City of Washington	Local Government	250-499
Harmons	Grocery Stores	250-499
Andrus Trucking	General Freight Trucking, Long-Distance	250-499
Costco	Retail Warehouse Club	250-499
Stephen Wade Auto Center	Automobile Dealers	250-499
United Parcel Service	Couriers	250-499
Family Dollar	Warehousing/Retail Trade	250-499
Paparazzi	Direct Sales Retailer	250-499
Lin's Supermarket	Grocery Store	250-499
McDonalds	Fast Food Restaurant	250-499
Albertsons	Grocery Stores	250-499
Litehouse	Food Manufacturing	250-499

(Source: Utah Department of Workforce Services; last updated November, 2022.)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Disclosure Undertaking"), is executed by the City of St. George, Utah (the "City"), in connection with the issuance by the City of its $_____ Sales Tax Revenue Bonds, Series 2023 (the "Series 2023 Bonds"). The Series 2023 Bonds are being issued pursuant to a General Indenture of Trust dated as of August 1, 2023, as supplemented by a First Supplemental Indenture of Trust, dated as of August 1, 2023 (together, the "Indenture"), between the City and U.S. Bank Trust Company, National Association, as trustee.

The City hereby acknowledges that it is an "obligated person" within the meaning of the hereinafter defined Rule with respect to the Series 2023 Bonds.

In connection with the aforementioned transactions, the City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2023 Bonds and in order to assist the Underwriter (each as defined below) in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth in the hereinafter defined Official Statement or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report of the City" means the Annual Report of the City provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2023 Bonds (including persons holding Series 2023 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2023 Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the City, acting in its capacity as Dissemination Agent hereunder, or any of its successors or assigns.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the current website address of which is www.msrb.org and www.msrb.emma.org (for municipal disclosures and market data).

"Official Statement" shall mean the Official Statement of the City dated _____, 2023, relating to the Series 2023 Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Underwriter" shall mean RBC Capital Markets, LLC, as the original underwriter of the Series 2023 Bonds and required to comply with the Rule in connection with the offering of the Series 2023 Bonds.

Section 3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report of the City and shall, or shall cause the Dissemination Agent to, not later than two hundred (200) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ending June 30, 2023, provide to the MSRB in an electronic format, the Annual Report of the City which is consistent with the requirements of Section 4 of

this Disclosure Undertaking. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report of the City to the Dissemination Agent. In each case, the Annual Report of the City may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

(b) If by fifteen (15) Business Days prior to the date specified in Section 3(a) for providing the Annual Report of the City to the MSRB, the Dissemination Agent has not received a copy of the Annual Report of the City, the Dissemination Agent shall contact the City to determine if the City is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report of the City has been provided to the MSRB by the dates required in Sections 3(a) and 3(b), the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in the manner prescribed by the MSRB.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the City, the website address to which the MSRB directs the annual reports to be submitted; and

(ii) file reports with the City, as appropriate, certifying that their Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports. The Annual Report of the City shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accounts. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the City and audited financial statements will be provided when and if available.

(b) An update of the financial and operating information in the Official Statement relating to the City of the type contained in tables under the headings:

["DEBT STRUCTURE OF THE CITY—Outstanding Municipal Indebtedness of the City," and "SECURITY FOR THE BONDS—Pledged Sales and Use Taxes."]

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2023 Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) Substitution of credit or liquidity providers, or their failure to perform;

(v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2023 Bonds, or other material events affecting the tax status of the Series 2023 Bonds;

(vi) Defeasances;

(vii) Tender offers;

(viii) Bankruptcy, insolvency, receivership or similar proceedings;

(ix) Rating changes; or

(x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2023 Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

(ii) Appointment of a successor or additional trustee or the change of the name of a trustee;

(iii) Non-payment related defaults;

(iv) Modifications to the rights of the owners of the Series 2023 Bonds;

(v) Bond calls;

(vi) Release, substitution or sale of property securing repayment of the Series 2023 Bonds; or

(vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect holders of the Series 2023 Bonds.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) Business Days after the Listed Event.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the date of the legal defeasance, prior redemption or payment in full of all of the Series 2023 Bonds. If such termination occurs prior to the final maturity of the Series 2023 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The City will serve as the initial Dissemination Agent under this Disclosure Undertaking.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Series 2023 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2023 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Beneficial Owners of the Series 2023 Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2023 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Report of the City, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Series 2023 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an "event of default" under the Indenture, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2023 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Underwriter and the Beneficial Owners from time to time of the Series 2023 Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____, 2023.

CITY OF ST. GEORGE, UTAH

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2023 Bonds, Gilmore & Bell, P.C., Bond Counsel to the City, proposes to issue its approving opinion in substantially the following form.

We have acted as bond counsel to the City of St. George, Utah (the "Issuer") in connection with the issuance by the Issuer of its $_____ Sales Tax Revenue Bonds, Series 2023 (the "Series 2023 Bonds"). The Series 2023 Bonds are being issued pursuant to (a) resolutions of the Issuer adopted on July 6, 2023 and August [3], 2023, (b) a General Indenture of Trust dated as of August 1, 2023 (the "General Indenture"), as supplemented by the First Supplemental Indenture of Trust dated as of August 1, 2023 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the Issuer and U.S. Bank Trust Company, National Association, as trustee. The proceeds of the Series 2023 Bonds will be used by the City for the purpose of (a) financing the acquisition and construction of a city hall and all related improvements and (b) paying costs of issuance of the Series 2023 Bonds.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Indenture has been authorized, executed and delivered by the Issuer, constitutes a valid and binding obligation of the Issuer enforceable against the Issuer and creates a valid lien on the Revenues (as defined in the Indenture) and the other amounts pledged thereunder for the security of the Series 2023 Bonds.

2. The Series 2023 Bonds are valid and binding special obligations of the Issuer payable solely from the Revenues and other amounts pledged therefor in the Indenture, and the Series 2023 Bonds do not constitute a general obligation indebtedness of the Issuer within the meaning of any State of Utah constitutional provision or statutory limitation, nor a charge against the full faith and credit or taxing power of the Issuer.

3. The interest on the Series 2023 Bonds [(including any original issue discount properly allocable to an owner thereof)] (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Series 2023 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2023 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2023 Bonds.

4. The interest on the Series 2023 Bonds is exempt State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Series 2023 Bonds.

The rights of the holders of the Series 2023 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent

applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds are to be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate is to be issued for each series of the Series 2023 Bonds, each in the aggregate principal amount of such series, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P's rating of AA+. The DTC Rules applicable to its Direct Participants are on file with the Securities and Exchange Commission. Neither the City nor the Underwriter make any representation about such information. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2023 Bonds under the DTC system must be made by or through Direct Participants, which are to receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2023 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2023 Bonds, except in the event that use of the book-entry system for the Series 2023 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2023 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2023 Bonds may wish to ascertain

that the nominee holding the Series 2023 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2023 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2023 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2023 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to Beneficial Owners are to be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC nor its nominee, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2023 Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, Series 2023 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2023 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Agenda Date: 08/03/2023 **Agenda Item Number:** 09

Subject:

Consider approval of Ordinance No. 2023-008 changing the City General Plan future land use map from MDR (Medium Density Residential) to COM (Commercial) on approximately 5.86 acres, located on the east side of Riverside Drive at approximately 700 South (south of Foremaster Drive) for a project to be known as Willowbend Commercial. Case no. 2023-GPA-004

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Dave Nasal

Reference Number: 2023-GPA-004

Address/Location:

East side of Riverside Drive at approximately 700 South (South of Foremaster Drive)

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

The property to the south was zoned PD-R for a townhome development in 2021. This property has significant hillside issues to consider. As such, the Hillside Review Board met together on site to give a recommendation on the General Plan amendment. They unanimously recommended approval of the change recognizing that there will be a number of issues to work through before a site plan can be approved. On July 11, 2023, the Planning Commission held a public hearing on the matter. The Planning Commission recommended approval of the application with a 6-0 vote.

Staff Narrative (need/purpose):

The applicant recently approached the city staff about developing the subject property into a commercial development. Staff had concerns regarding the hillside and how those issues would be worked out. In order to get a sense of the hillside issues, the Hillside Review Board met on site to review the site and make a recommendation on the hillside considerations. The Planning Commission has also since met. Changing the general plan designation is the first step in possibly making this site a viable commercial project.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

After receiving a positive recommendation from the Hillside Review Board, on July 11, 2023, the Planning Commission held a public hearing on the matter. The Planning Commission recommends approval of the application with a 6-0 vote with no conditions.

ORDINANCE NO._____

AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 5.86 ACRES, LOCATED ON THE EAST SIDE OF RIVERSIDE DRIVE AT APPROXIMATELY 700 SOUTH (SOUTH OF FOREMASTER DRIVE) FOR A PROJECT TO BE KNOWN AS WILLOWBEND COMMERCIAL.

(Willowbend Commercial)

WHEREAS, the property owner has requested to change the General Plan future land-use map from MDR (Medium Density Residential) to COM (Commercial) on approximately 5.86 acres located on the east side of Riverside Drive at approximately 700 South (South of Foremaster Drive) for a project to be known as Willowbend Commercial; and

WHEREAS, the Planning Commission held a public hearing on the request on July 11, 2023 where the Planning Commission recommended approval with no conditions; and

WHEREAS, the City Council held a public meeting on this request on August 3, 2023; and

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

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

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

Section 2. Enactment. The City General Plan Map shall be amended upon the effective date of this Ordinance to reflect the change to the General Plan future land-use map from MDR (Medium Density Residential) to COM (Commercial). The General Plan land use change and location are more specifically described on Exhibit "A" attached hereto and incorporated herein.

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

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of August, 2023.

CITY OF ST. GEORGE: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

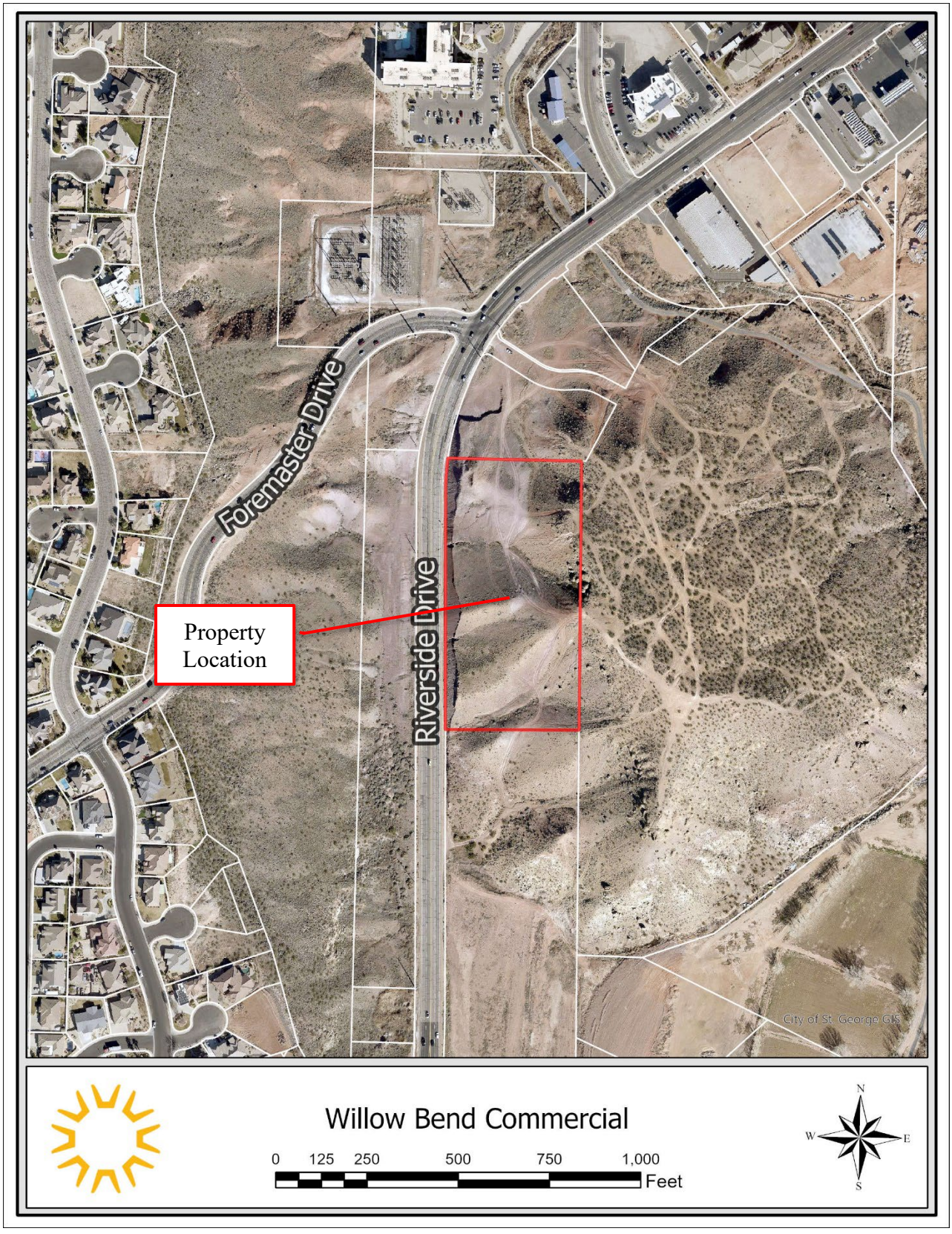
APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit "A" – Parcel Exhibit

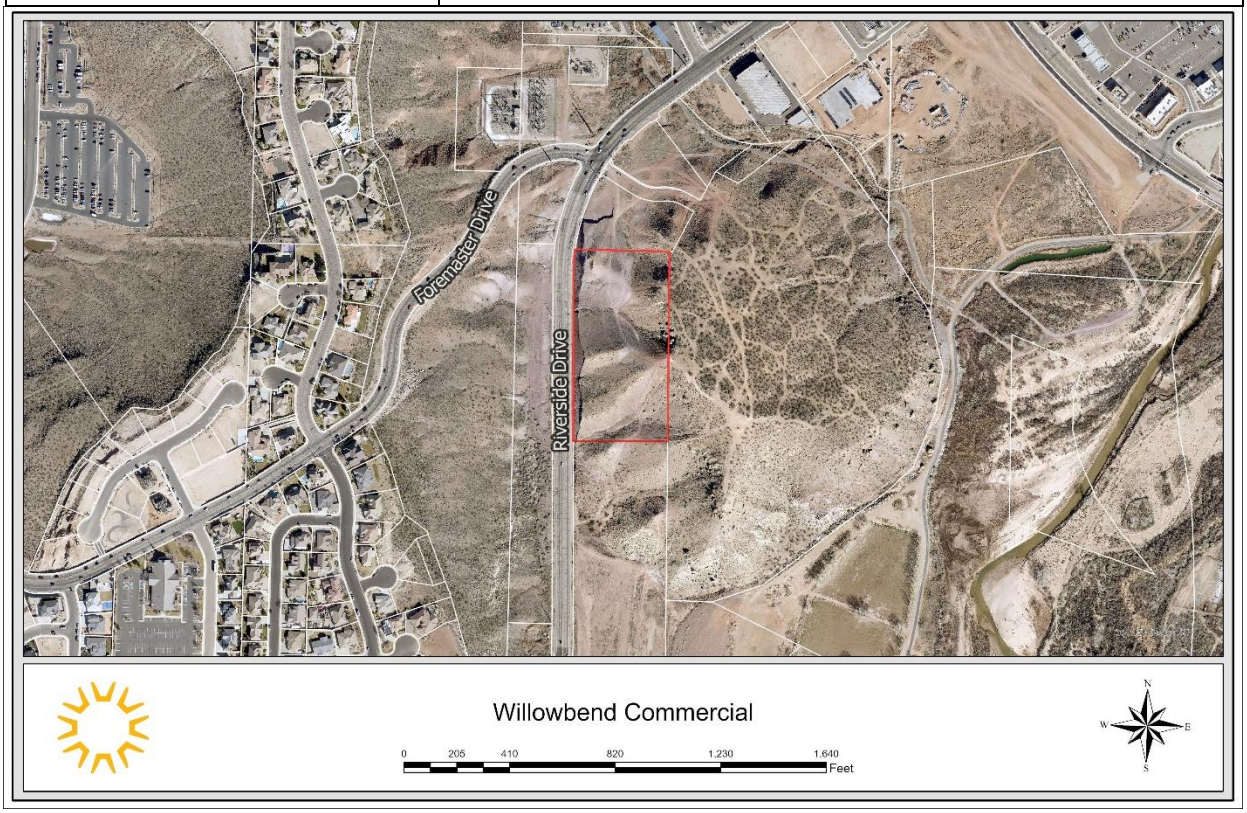


St.George
Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: 07/11/2023
CITY COUNCIL AGENDA REPORT: 08/03/2023

Willow Bend Commercial General Plan Amendment (Case No. 2023-GPA-004)	
Request:	Consider approval of an ordinance changing the general plan future land-use map from Medium Density Residential (MDR) to Commercial (COM) on 5.86 acres on the east side of Riverside Drive at approximately 700 South (South of Foremaster Drive) for a project to be known as Willow Bend Commercial.
Applicant:	Steven Park/Lofts Development
Representative:	Dave Nasal
Location:	East side of Riverside Drive at approximately 700 South (South of Foremaster Drive)
Existing General Plan:	Medium Density Residential (MDR)
Proposed General Plan:	Commercial (COM)
Existing Zoning:	PD-R (Planned Development Residential)
Land Area:	Approximately 5.86 acres



BACKGROUND:

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This General Plan Amendment is for land generally located on the east side of Riverside Drive at approximately 700 South (South of Foremaster Drive). The property sits just north of the yet undeveloped Willow Bend Planned Development which was approved by the City Council in 2021. To the east, is the Knetta's Knoll, a single family development which sits just above the subject property is currently under construction. The property to the west across Riverside Drive and to the north are both zoned commercial but are undeveloped.

Though the property to the south is a majority commercial, it has an approved PD-Residential project approved on it. Regardless of current zoning, if the Planning Commission and the City Council finds that this property is appropriate for commercial use, zoning amendments will have to come forward in the future.

In analyzing if a change is warranted, staff has looked at several factors. First, what other uses are either adjacent to the property or planned for the future. The property is surrounded by the following general plan categories:

North – MDR (Medium Density Residential)
South – MDR & COM (Commercial)
East – MDR
West – MDR & OS (Open Space)

We know that, as previously mentioned, directly to the east (up the hill) is a single family subdivision being constructed and there is a townhome project to the south. To the north will be commercial development.

Second, what other conditions either occupy the property or the surrounding area? Two factors seem to play a fairly significant role in this part of the analysis, Riverside Drive and the topography of the site (including surrounding areas).

Riverside Drive is a planned 90 foot arterial road which is designed to get vehicles from point A to point B. This is not typically an ideal situation for residential uses as larger streets are noisy and produce smell, etc.

The site topography is significant and poses a significant challenge to the development of the property regardless of its use. In an effort to determine what kind of challenges may arise in the development of the property, staff asked the Hillside Review Board to convene to give an informal analysis. After discussion on the site, they provided the following comments:

> "…[O]ur concern would be limiting the amount of scarring and disturbance up the hill and try not to exceed the amount of disturbance that has been recommended for approval on the adjacent properties. We met on that commercial piece and this piece, and the amount of disturbance should match or not exceed that. Not that it has to be continuous, but that it doesn't exceed that. That could be a goal or a

> guideline. I think again they really will need to get their geotechnical engineer involved to address the geologic constraints with the site. The stable cut slopes, the blue clay issues and how they are going to address those. The potential of rockfall will need to be addressed as well. There are other issues, I don't know that we would have a concern with disturbing or extending the existing cuts back. Russ brought up if there is a way to cluster in pods or something, maybe look at that option."

When asked, the Hillside Review Board stated that they would support commercial use on the property but that they would need to address the hillside comments as stated above. If approved, a full Hillside Permit will be required in conjunction with a zone change.

RECOMMENDATION:

Staff recognizes that this is a challenging site to develop. While it may be most desirable to leave the property as it is, staff supports the change to commercial.

ALTERNATIVES:

1. Approve this General Plan Amendment.
2. Deny this General Plan Amendment
3. Continue the proposed General Plan Amendment to a later date.

POSSIBLE MOTION:

"I move that we approve the general plan amendment for Willow Bend Commercial, case no. 2023-GPA-004, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed land-uses are compatible with the surrounding land uses in this area.
2. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
3. Vacant sites that are less desirable for residences (such as busy intersections) might be suitable for individual commercial or business establishments.
4. A full hillside review will be required prior to development of the property.
5. The Hillside Review Board recommends approval of a change from Residential to Commercial on the property.

Exhibit A
Applicant's Narrative

Riverside Commercial General Plan Amendment

We are requesting a general plan change from MDR to Commercial on 5.86 acres of property fronting Riverside Drive. It is between the light at Foremaster Drive and Judy Lane.

In regards to the question: Does commercial belong here? We feel that the answer is a resounding yes.

The properties surrounding the subject parcel are zoned as follow:
North- C3
West- PD-C (across Riverside)
South- PD-R (we own it)
East- RE-20 (top of Knetta's Knoll)

We feel that this location is suited best for commercial use rather than residential, due to surrounding zoning and the need for more commercial buildings. Riverside Drive is a busy road and will be an amenity to citizens close to this area.

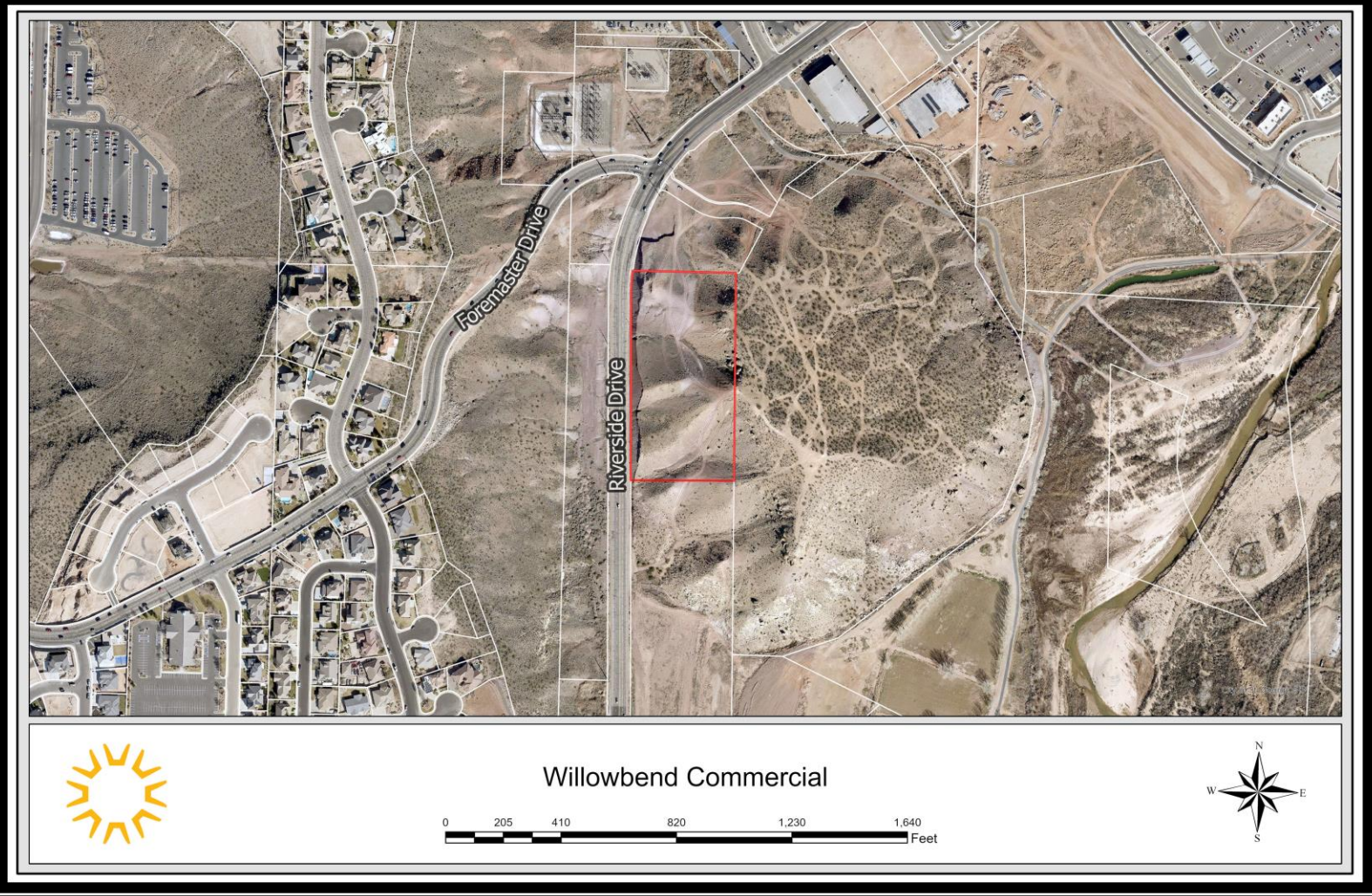
In the future, we feel that the commercial uses will keep traffic on this side of town, reducing traffic crossing town and downtown.

Exhibit B
PowerPoint Presentation

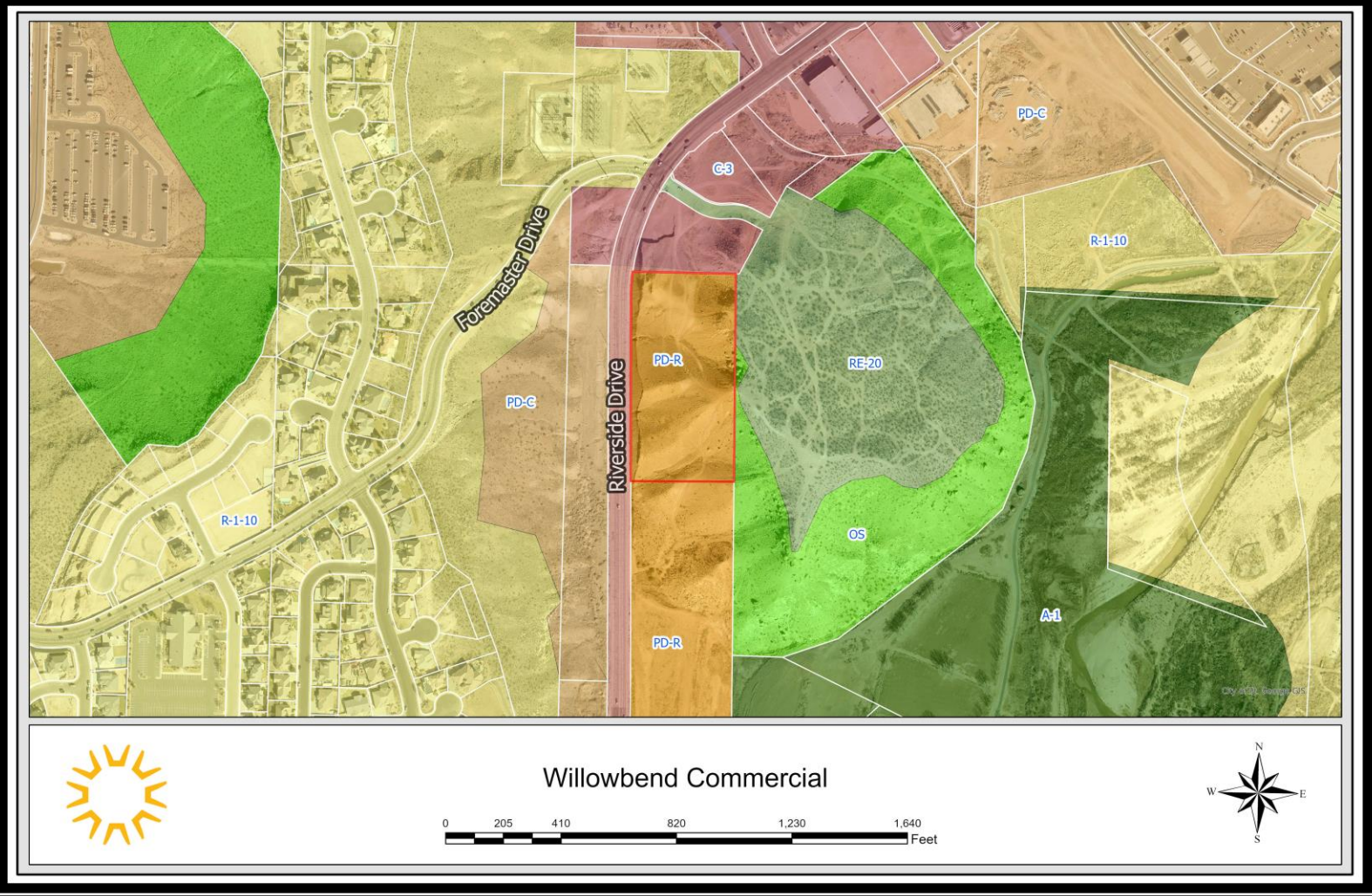
WILLOW BEND COMMERCIAL GENERAL PLAN AMENDMENT

2023-GPA-004

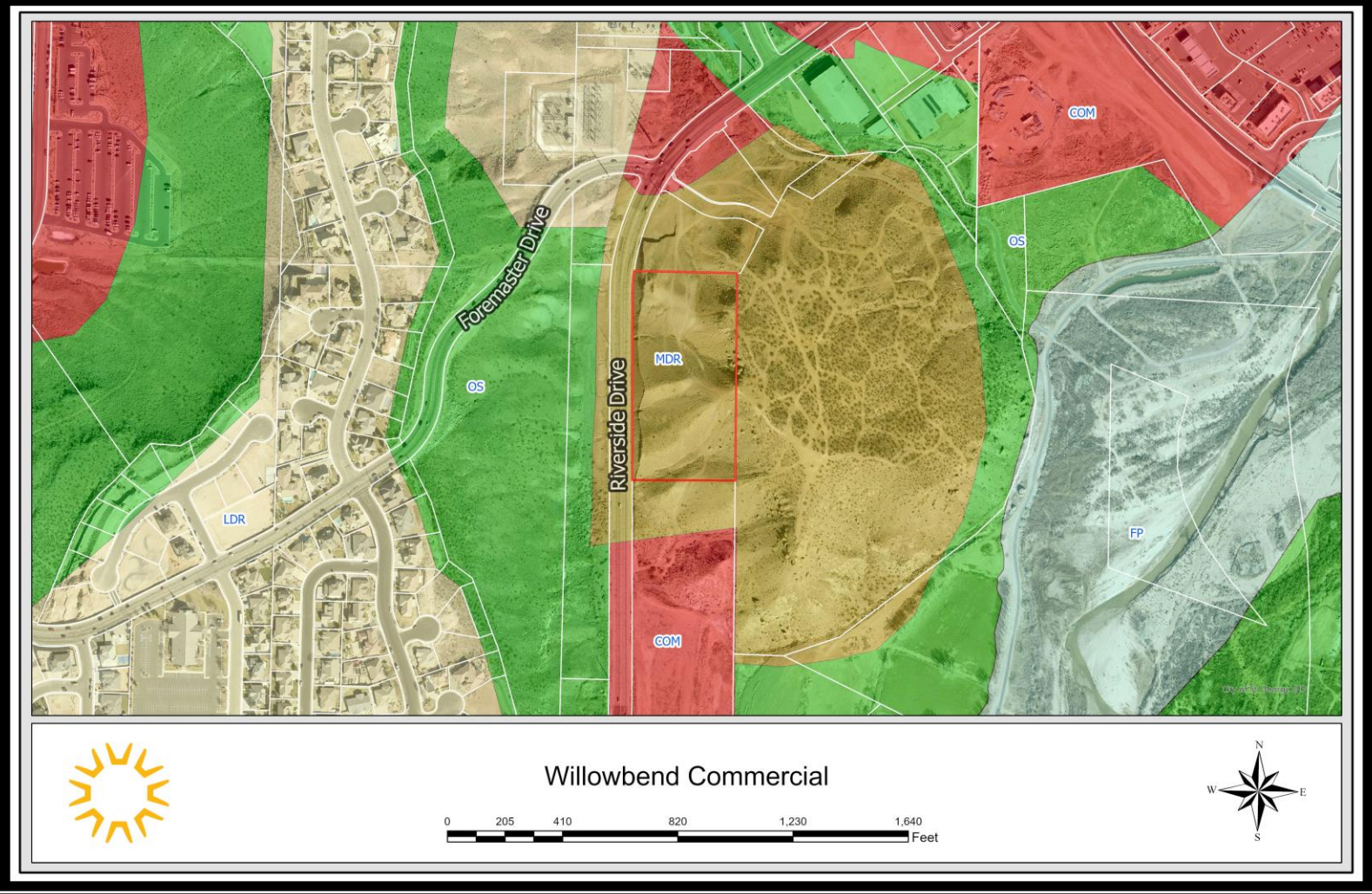
Aerial Map


Foremaster Drive
Riverside Drive
Willowbend Commercial
0
205
410
820
1,230
1,640
Feet
N
W
E
S

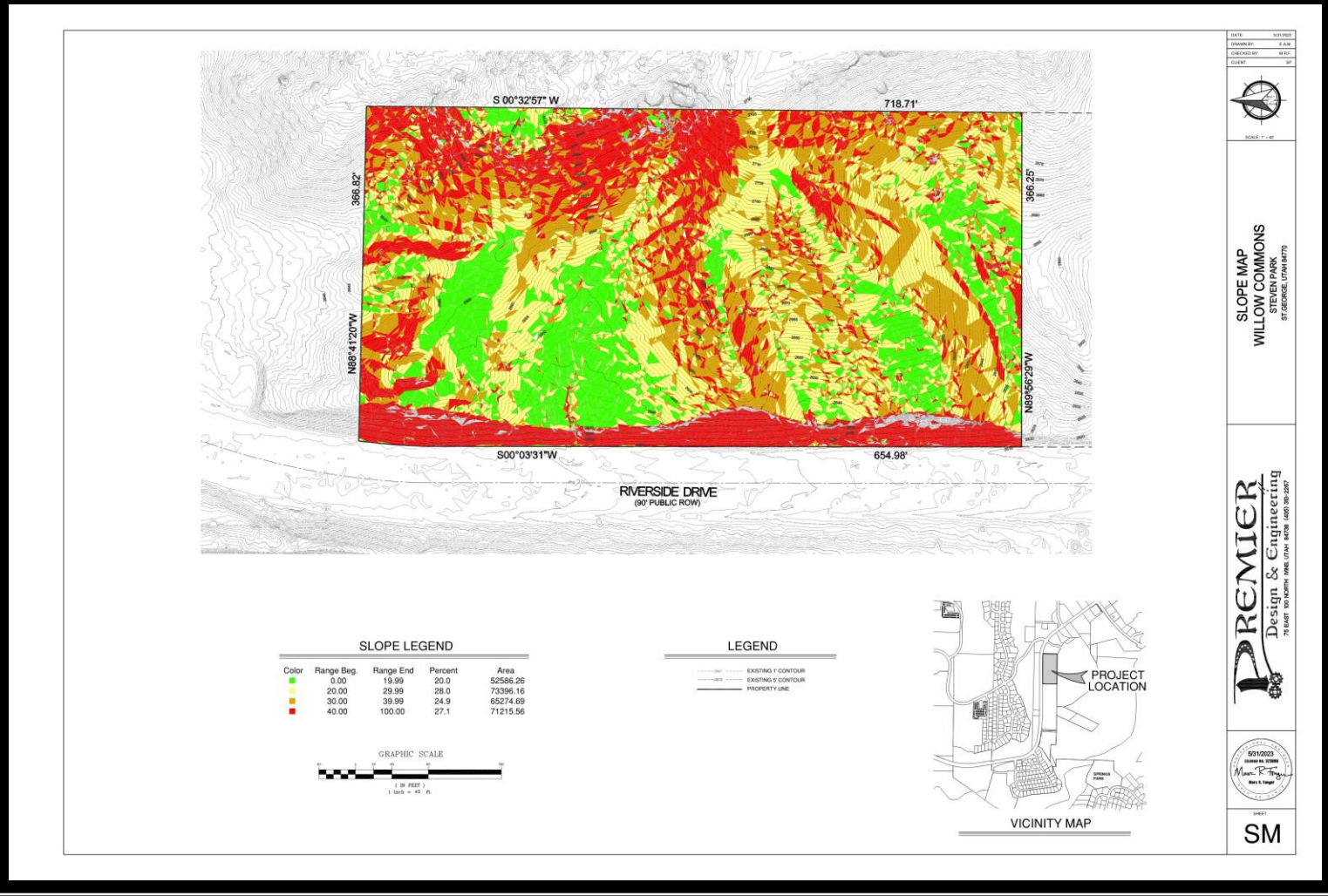
Zoning Map


Foremaster Drive
Riverside Drive
C-3
PD-C
R-1-10
PD-R
RE-20
PD-C
R-1-10
OS
A-1
PD-R
Willowbend Commercial
0
205
410
820
1,230
1,640
Feet
N
W
E
S

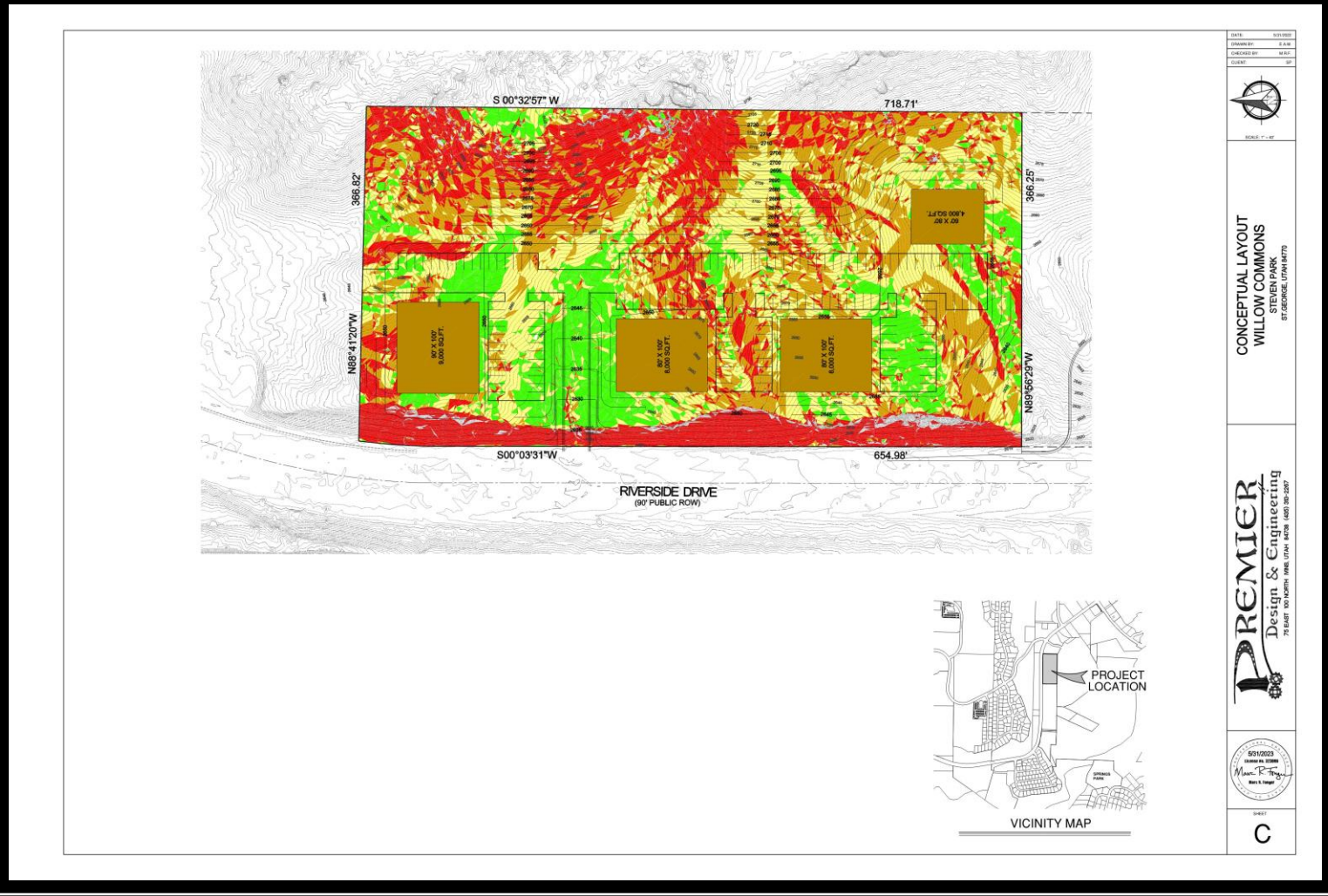
Land Use (General Plan) Map



Slope Map


S 00°32'57" W
718.71'
366.82'
366.25'
N88°41'20"W
N89°56'29"W
S00°03'31"W
654.98'
RIVERSIDE DRIVE
(90' PUBLIC ROW)
SLOPE LEGEND
Color Range Beg. Range End Percent Area
0.00 19.99 20.0 52586.26
20.00 29.99 28.0 73396.16
30.00 39.99 24.9 65274.69
40.00 100.00 27.1 71215.56
GRAPHIC SCALE
LEGEND
EXISTING 1' CONTOUR
EXISTING 5' CONTOUR
PROPERTY LINE
PROJECT LOCATION
VICINITY MAP
SLOPE MAP
WILLOW COMMONS
STEVEN PARK
ST. GEORGE, UTAH 84770
PREMIER
Design & Engineering
5/31/2023
SM

Slope & Site Plan



ORDINANCE NO._____

AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 5.86 ACRES, LOCATED ON THE EAST SIDE OF RIVERSIDE DRIVE AT APPROXIMATELY 700 SOUTH (SOUTH OF FOREMASTER DRIVE) FOR A PROJECT TO BE KNOWN AS WILLOWBEND COMMERCIAL.

(Willowbend Commercial)

WHEREAS, the property owner has requested to change the General Plan future land-use map from MDR (Medium Density Residential) to COM (Commercial) on approximately 5.86 acres located on the east side of Riverside Drive at approximately 700 South (South of Foremaster Drive) for a project to be known as Willowbend Commercial; and

WHEREAS, the Planning Commission held a public hearing on the request on July 11, 2023 where the Planning Commission recommended approval with no conditions; and

WHEREAS, the City Council held a public meeting on this request on August 3, 2023; and

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

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

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

Section 2. Enactment. The City General Plan Map shall be amended upon the effective date of this Ordinance to reflect the change to the General Plan future land-use map from MDR (Medium Density Residential) to COM (Commercial). The General Plan land use change and location are more specifically described on Exhibit "A" attached hereto and incorporated herein.

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

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of August, 2023.

CITY OF ST. GEORGE: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

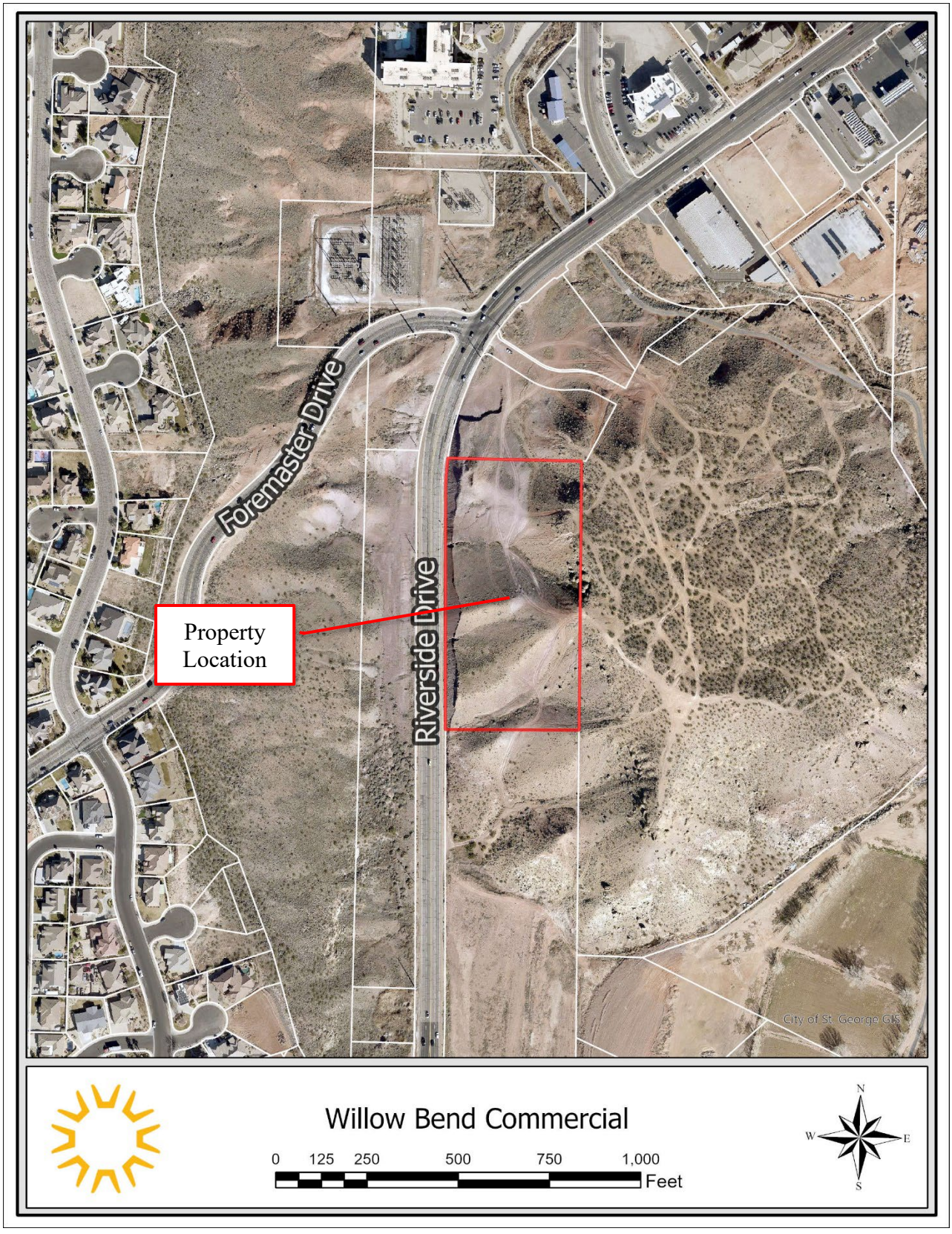
APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit "A" – Parcel Exhibit



Agenda Date: 08/03/2023 **Agenda Item Number:** 10

Subject:

Consider approval of an ordinance no. 2023-009 amending the city general plan future land-use map from MDR (Medium Density Residential) to COM (Commercial) on 14.5 acres located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street for a project to be known as Regional Retail Expansion.

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: Suburban Land Reserve and Property Reserve, Inc.

Reference Number: 2023-GPA-003

Address/Location:

Southeast corner of Mall Dr. (Merrill Road) and 3000 East St.

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

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

Staff Narrative (need/purpose):

This General Plan Amendment is for land generally located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street. The purpose of this request is to change the land use designation from MDR (Medium Density Residential) to COM (Commercial).

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 6-0 vote, the Planning Commission recommended approval of this general plan amendment.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 14.50 ACRES, LOCATED ON THE SOUTHWEST CORNER OF MALL DRIVE (MERRILL ROAD) AND 3000 EAST STREET FOR A PROJECT TO BE KNOWN AS REGIONAL RETAIL EXPANSION.

(Regional Retail Expansion)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from MDR (Medium Density Residential) to COM (Commercial) on approximately 14.5 acres generally located on the southwest corner of Mall Drive (Merrill Road) and 3000 East Street; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on August 3, 2023; and

WHEREAS, the Planning Commission held a public hearing on this request on July 11, 2023, and recommended approval with a 6-0 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of the General Pan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The City General Plan Future Land Use Map is hereby amended by changing the land use designation from MDR (Medium Density Residential) to COM (Commercial) on approximately 14.5 acres generally located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street and more specifically described on Exhibit “A” attached hereto and incorporated herein.

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

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of August 2023.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney’s Office

_____

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit "A"

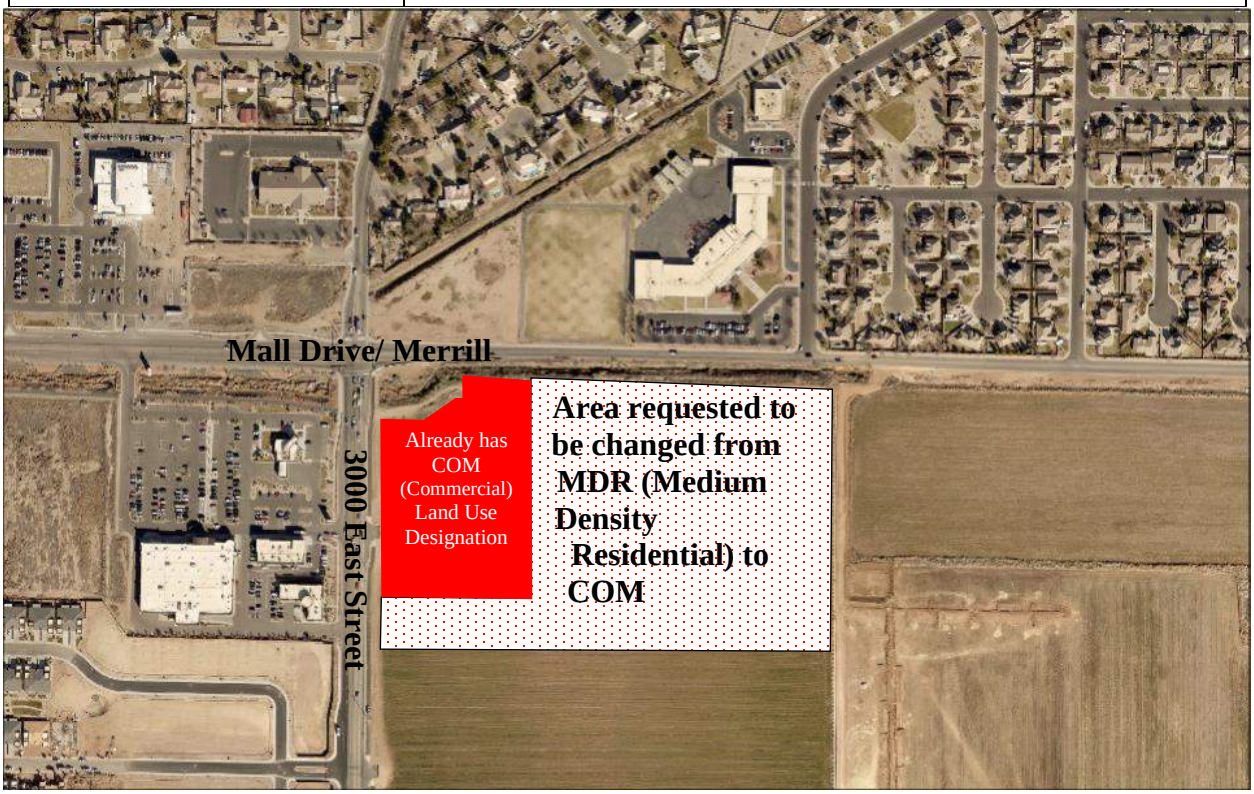
MERRILL ROAD
ST. GEORGE CITY
1400 EAST STREET
1140 SOUTH
Already has COM (Commercial) Land Use Designation
PROPOSED + EXISTING COMMERCIAL PROPERTIES
PROPERTY REserve INC.
Area requested to be amended from MDR (Medium Density Residential) to COM

St.George
Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: 07/11/2023
CITY COUNCIL AGENDA REPORT: 08/03/2023

Regional Retail Expansion General Plan Amendment (Case No. 2023-GPA-003)	
Request:	Consider approval of an ordinance amending the city general plan future land-use map from MDR (Medium Density Residential to COM (Commercial) on 14.5 acres located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street for a project to be known as Regional Retail Expansion.
Applicant:	Suburban Land Reserve and Property Reserve, Inc.
Representative:	Rollin Johnson
Location:	Southeast corner of Mall Dr. (Merrill Road) and 3000 East St.
Existing General Plan:	MDR (Medium Density Residential)
Proposed General Plan:	COM (Commercial)
Existing Zoning:	PD-R (Planned Development Residential) and PD-C (Planned Development Commercial)
Land Area:	Approximately 14.5 acres



BACKGROUND:
The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This General Plan Amendment is for land generally located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street. The purpose of this request is to change the land use designation from MDR (Medium Density Residential) to COM (Commercial).

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

This commercial expansion will push the residential development further south into land owned by the applicant. Their plan is to create a horizontal mixed-use development with prominent pedestrian access from the residential development to the south into this commercial development. If approved, the commercial potential for this location will be greatly expanding allowing for more commercial opportunities for the east side of St. George.

RECOMMENDATION:
With a 6-0 vote, the Planning Commission recommended approval of this general plan amendment.

ALTERNATIVES:
1. Approve this General Plan Amendment.
2. Deny this General Plan Amendment
3. Table the proposed General Plan Amendment to a specific date.

POSSIBLE MOTION:
I move we approve Ordinance No. 2023-xx amending the city general plan future land-use map from MDR (Medium Density Residential to COM (Commercial) on 14.5 acres located on the southeast corner of Mall Drive (Merrill Road) and 3000 East Street for a project to be known as Regional Retail Expansion.

FINDINGS FOR APPROVAL:
1. The proposed land-uses are compatible with the surrounding land uses in this area.
2. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.

Exhibit A
Applicant's Narrative

Narrative: General Plan Amendment for Regional Retail Expansion

This expanded area is in the southeast quadrant of the intersection of 3000 East and Merrill Road. Currently on the General Plan, an area of approximately 5.5 acres is shown as COM. This has been on the records going back to when SLR/PRI worked with City of St George to build the Mall Dr bridge over the Virgin River.

We are working with a high-quality retail/commercial developer to create a regional retail center in the target area. We are requesting city officials to expand the 5.5 acres, adding approximately 14.5 acres creating an area approximately 20 acres for this regional retail project.

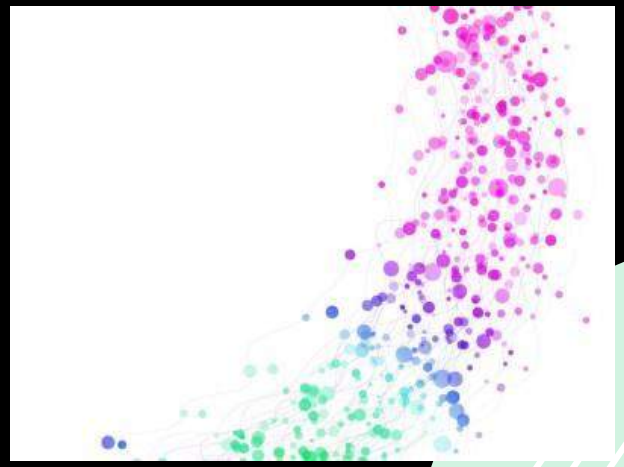
This retail development will be adjacent to the north of PRI's build-to-rent project. There will be direct pedestrian access between both projects including an attractive gathering area in the retail area.

We are working with city staff and engineers to plan for utilities including the installation of the regionals storm drain running north tying in storm water discharge from Washington City.

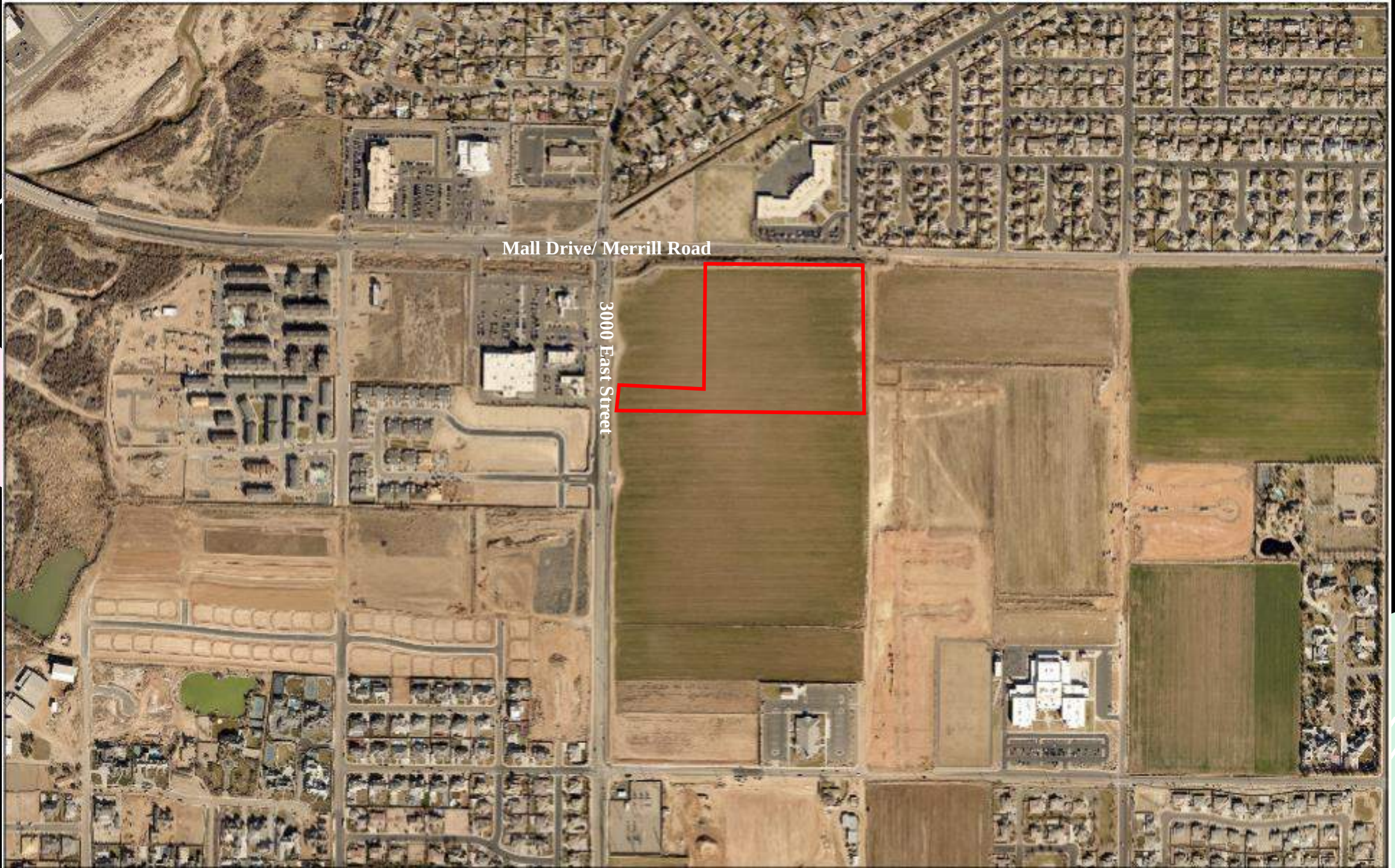
Exhibit B
PowerPoint Presentation

REGIONAL RETAIL EXPANSION

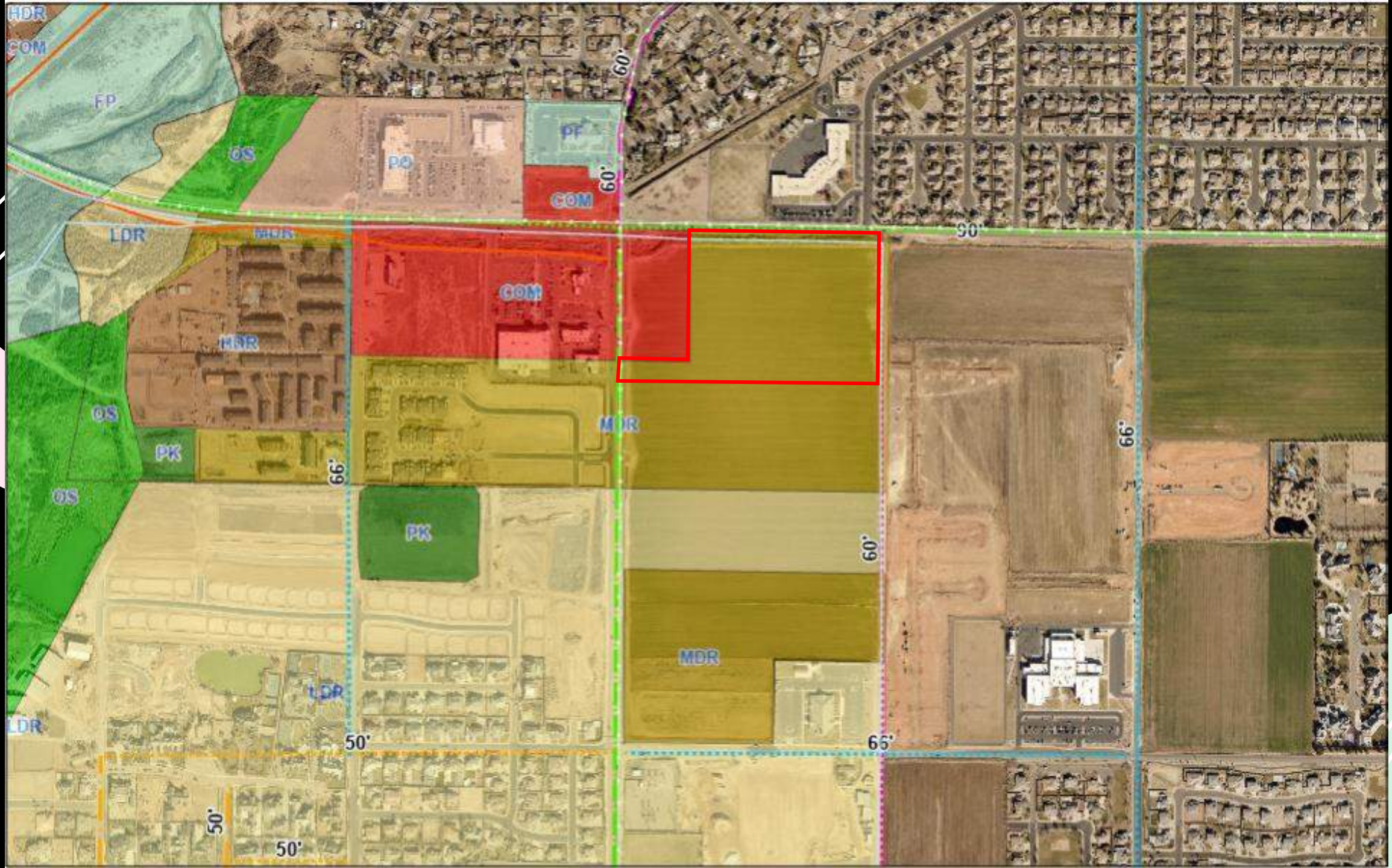
GENERAL PLAN AMENDMENT
2023-GPA-003



LOCATION



LAND USE


HDR
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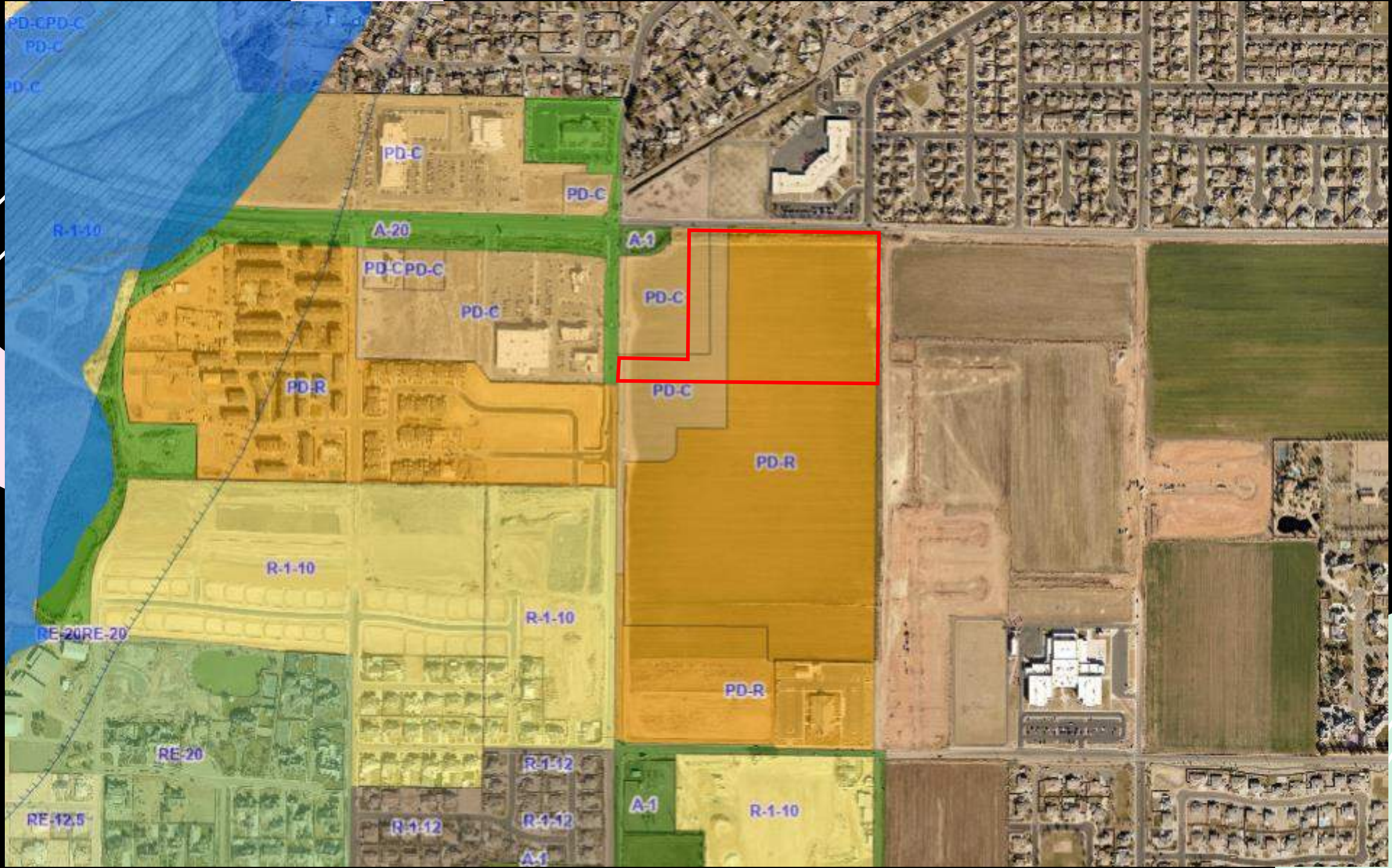
PD-C
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RE-20
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PD-R
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R-1-12
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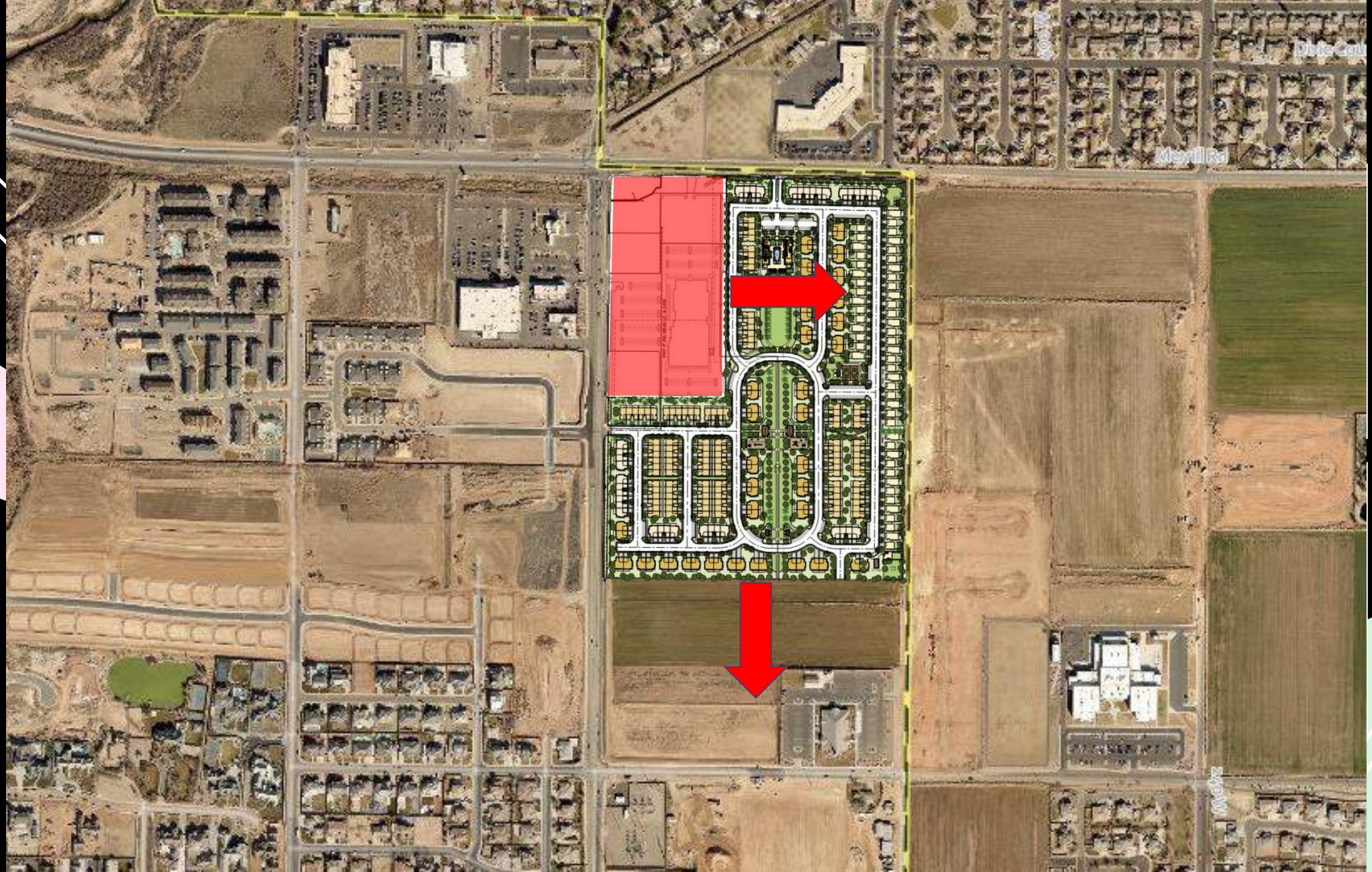
A-1
A-1
R-1-10

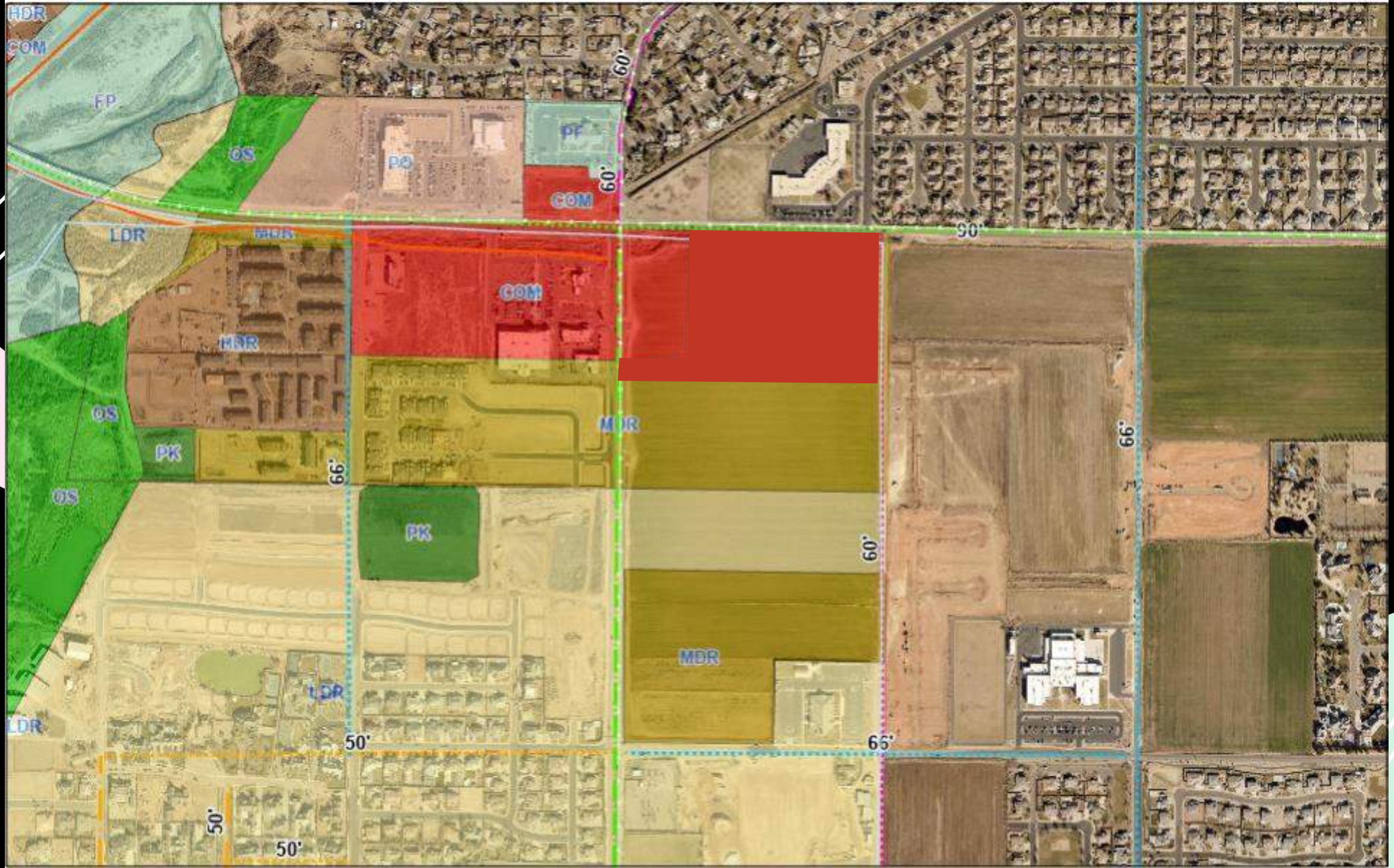
ZONING



Already has COM (Commercial) Land Use Designation
Area requested to be changed from MDR (Medium Density Residential) to COM
Future Residential

LOCATION

RECOMMENDATION



Agenda Date: 08/03/2023 **Agenda Item Number:** 11

Subject:

Consider approval of Ordinance No. 2023-010 amending an approved PD-C (Planned Development Commercial) on approximately 1.08 acres, located on the southeast corner of Desert Color Parkway and Black Mountain Drive for the purpose of adding a 4,727 square foot financial institution for a project to be known as Mountain America Credit Union with conditions from the Planning Commission. Case No. 2023-PDA-009

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: Matt Eagan

Reference Number: 2023-PDA-009

Address/Location:

Southeast corner of Desert Color Parkway and Black Mountain Drive

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

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

Staff Narrative (need/purpose):

The applicant would like to add a Mountain America Credit Union to this 1.08-acre parcel located at the southeast corner of Desert Color Parkway and Black Ridge Drive.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 6-0 vote, the Planning Commission recommended approval with the following condition:1.The street tree landscape requirement is met along Desert Color Parkway and Black Mountain Drive.

ORDINANCE NO._____

AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 1.08 ACRES, LOCATED ON THE SOUTHEAST CORNER OF DESERT COLOR PARKWAY AND BLACK MOUNTAIN DRIVE FOR THE PURPOSE OF ADDING A 4,727 SQUARE FOOT FINANCIAL INSTITUTION FOR A PROJECT TO BE KNOWN AS MOUNTAIN AMERICA CREDIT UNION, WITH CONDITIONS FROM THE PLANNING COMMISSION.

(Mountain America Credit Union)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately 1.08 acres, located on the southeast corner of Desert Color Parkway and Black Mountain Drive to add a 4,727 square foot financial institution; and

WHEREAS, the City Council held a public meeting on this request on August 3, 2023; and

WHEREAS, the Planning Commission held a public hearing on this request on July 11, 2023, and recommended approval with a 6-0 vote with the following conditions:

1. That the street tree landscape requirement is met along Desert Color Parkway and Black Mountain Drive; and

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

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

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

Section 2. Enactment. The approved planned development within the PD-C Zone for the property described in Exhibit “A”, shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional building as shown in Exhibit “B”. The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A”, and parcel exhibit, incorporated herein as Exhibit “B”.

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

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of August 2023.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____

Jami Brackin, Deputy City Attorney

Councilmember Tanner _____

Exhibit "A" – Legal Description

Record Description

A Parcel of land located in the Northwest Quarter of Section 25, Township 43 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that lies South 89°03'28" East along the Section Line 453.09 feet and South 319.49 feet from the Northwest Corner said Section 25, said point being at the Intersection of the Right of Way lines for Desert Color Parkway, document No. 20190002195, and Southern Parkway, document No. 20100000332, Official Records, Washington County, Utah, Right of Way lines, thence running along said Southern Parkway the following two (2) courses: 1) North 85°45'20" East 46.24 feet and 2) South 86°14'05" East 113.26 feet; thence South 03°45'55" West 38.73 feet; thence South 26°36'04" East 98.52 feet; thence South 63°23'56" West 31.00 feet; thence South 26°36'04" East 122.50 feet; thence South 63°23'56" West 147.48 feet to the Easterly Right of way Line of said Desert Color Parkway, thence along said Right of Way the following ten (10) courses: 1) North 29°05'32" West 34.48 feet, 2) Northwesterly along a 2457.00 foot radius non-tangent curve to the right, (Long Chord bears North 27°26'53" West a distance of 60.24 feet), Center point lies North 61°50'58" East through a Central Angle of 01°24'17", a distance of 60.24 feet, 3) Northwesterly along a 557.00 foot radius compound curve to the right, (Long Chord bears North 26°40'00" West a distance of 1.54 feet), Center point lies North 63°15'16" East through a Central Angle of 00°09'29", a distance of 1.54 feet, 4) Northerly along a 203.00 foot radius compound curve to the right, (Long Chord bears North 20°39'35" West a distance of 41.93 feet), Center Point lies North 63°24'44" East through a Central Angle of 11°51'22", a distance of 42.01 feet, 5) North 14°43'54" West 65.19 feet, 6) Northerly along a 549.51 foot radius non-tangent curve to the right, (Long Chord bears North 13°47'24" West a distance of 33.13 feet), Center point lies North 74°28'57" East through a Central Angle of 03°27'19", a distance of 33.14 feet, 7) Northerly along a 291.50 foot radius compound curve to the right, (Long Chord bears North 07°32'08" West a distance of 46.01 feet), Center point lies North 77°56'16" East through a Central Angle of 09°03'13", a distance of 46.06 feet, 8) North 03°00'31" West 23.83 feet, 9) Northerly along a 197.00 foot radius curve to the left, (Long Chord bears North 07°12'55" West a distance of 28.90 feet), Center point lies South 86°59'29" West through a Central Angle of 08°24'47", a distance of 28.93 feet and 10) North 11°32'43" West 2.75 feet to the point of beginning.

Exhibit “B” – Parcel Exhibit

July 5, 2023

1:8,405

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

PLANNING COMMISSION AGENDA REPORT: 07/11/2023
CITY COUNCIL AGENDA REPORT: 08/03/2023

Mountain America Credit Union Planned Development Amendment (Case No. 2023-PDA-009)		
Request:	An ordinance amending an approved PD-C (Planned Development Commercial) on approximately 1.08 acres, located on the southeast corner of Desert Color Parkway and Black Mountain Drive for the purpose of adding a 4,727 square foot financial institution for a project to be known as Mountain America Credit Union with conditions from the Planning Commission.	
Applicant:	Matt Eagan – Mountain America Credit Union Representative	
Location:	Southeast corner of Desert Color Pkwy and Black Mountain Dr	
General Plan:	Town Center	
Existing Zoning:	PD-C (Planned Development Commercial)	
Surrounding Zoning:	North	PD-C (Planned Development Commercial)
	South	PD-C (Planned Development Commercial)
	East	PD-C (Planned Development Commercial)
	West	PD-C (Planned Development Commercial)
Land Area:	Approximately 1.08 acres	

BACKGROUND:
This is a request for an amendment to the approved Desert Color PD-C (Planned Development Commercial). The applicant would like to add a Mountain America Credit Union to this 1.08-acre parcel located at the southeast corner of Desert Color Parkway and Black Ridge Drive. This site is located directly west of Pad K which was approved earlier this year (2022-ZCA-053) as a restaurant/retail space. The building will be 4,727 square feet with a maximum height of 24' and will include two covered drive-up tellers. The building design style will be Desert Modern, and this proposed building design has been approved by the Desert Color Design Review Board. The signs for this project will be approved at a later date.

The site offers 31 parking spaces, which exceeds the requirement (one stall per every 250 square feet) by 22 stalls. In addition, the site also provides pedestrian access onto Desert Color Parkway. The landscape standards require an average landscape strip along Desert Color Parkway and Black Ridge Drive of 15'. While the site plan does show a small portion of the landscape reduced to 10' wide, there is extensive landscaping along the intersection and the average of the landscape strip appears to exceed 15'.

RECOMMENDATION:
With a 6-0 vote, the Planning Commission recommended approval with the following condition:

1. The street tree landscape requirement is met along Desert Color Parkway and Black Mountain Drive.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions.
3. Deny this request.
4. Table the proposed planned development amendment to a specific date.

POSSIBLE MOTION:
I move we approve Ordinance No. 2023-xx, amending an approved PD-C (Planned Development Commercial) on approximately 1.08 acres, located on the southeast corner of Desert Color Parkway and Black Mountain Drive for the purpose of adding a 4,727 square foot financial institution for a project to be known as Mountain America Credit Union with conditions from the Planning Commission.

FINDINGS FOR APPROVAL:

1. The proposed use is a permitted use found in this PD-C zone.
2. The proposed planned development amendment meets the requirements found in Section 10-8D-2B.

Exhibit A
Applicant's Narrative

SAA
SANDERS ASSOCIATES ARCHITECTS
2668 GRANT AVENUE OGDEN, UT 84401
T 801.621.7303

June 8, 2023
St. George City Planning, Zoning and Development
175 East 200 North
St. George, Utah 84770

Project Narrative

Mountain America Federal Credit Union (MACU) is a financial institution looking to serve its members by expanding further in the St. George area.

The site will be located on the Northeast corner of Black Mountain Drive and Desert Color Parkway. The building will cover 0.09% of the parcel. The remaining of the parcel will have landscaping (39%) and impervious area (52%).

The branch building design is planned to be a 4,727 sf building footprint which includes offices and spaces for conducting financial transactions. The building design style will be Desert Modern according to the Desert Color Design Guidelines. The drive-up canopy is planned to be 954 sf footprint. The footprint has been designed to service member's banking needs within the location area and designed to accommodate up to 16 employees to service those needs.

Also included will be a drive thru with two (2) dedicated drive-thru teller lanes and one (1) dedicated drive-thru ATM lane. MACU has determined through past experience that during peak times the drive-thru need will require two (2) lanes in order to meet the appropriate demand. MACU's hours of operation are 9am-6pm M-F and 9am-3pm on Saturday (closed Sunday).

MACU would like to break ground by fall 2023. Construction for typical MACU branches takes five – six months for completion.

Sincerely,

M. Shane Sanders, AIA, NCARB
Managing/Design Principal
SANDERS ASSOCIATES ARCHITECTS

Exhibit B
PowerPoint Presentation

Mountain America Credit Union

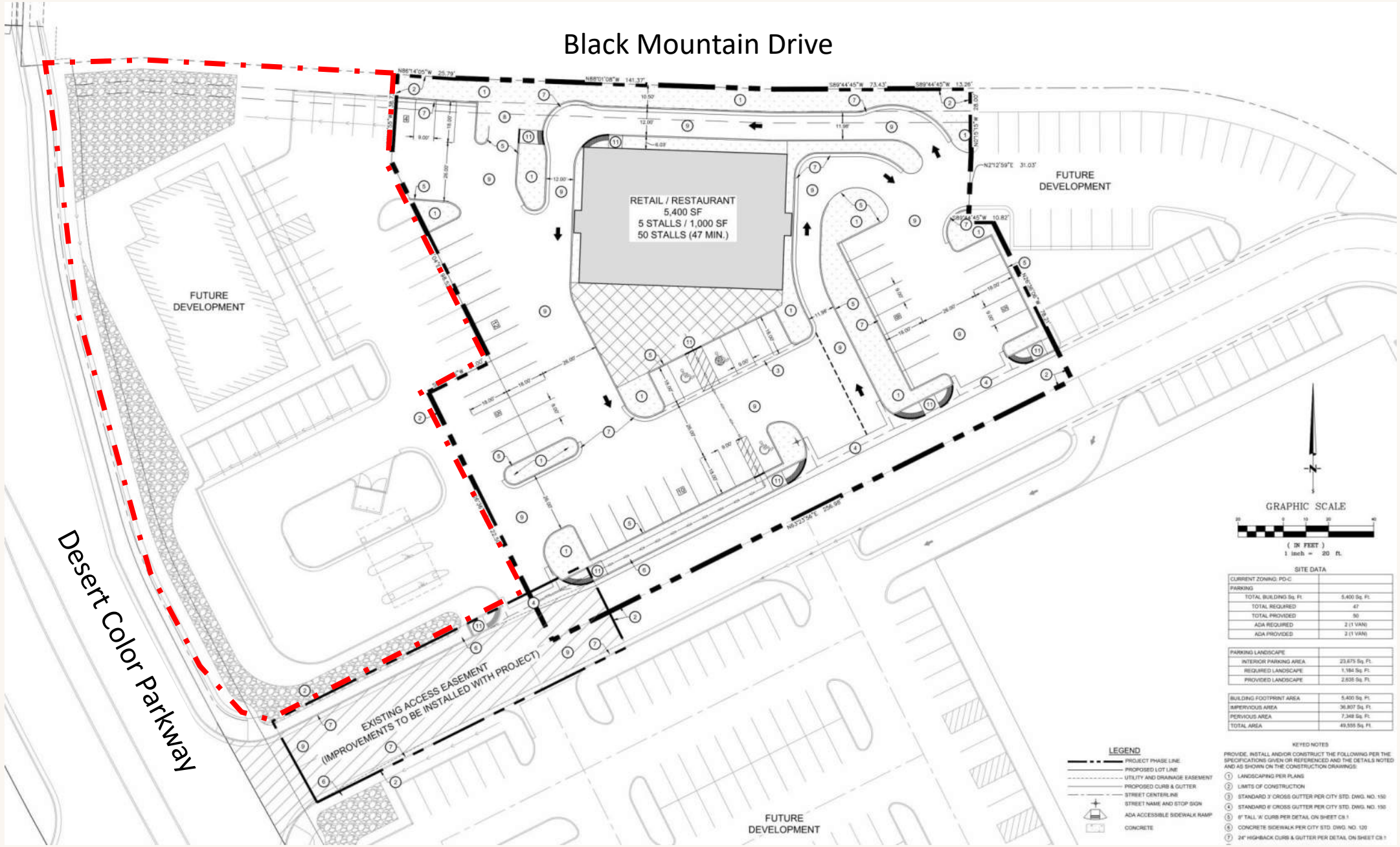
Planned Development Amendment

2023-PDA-009

Location

Land Use
COM
VC2
VC1
E
E
OS
PF
RES
LDR
MHDR
HDR
TC
RO
VLDR
33'
0'
50'
66'
60'

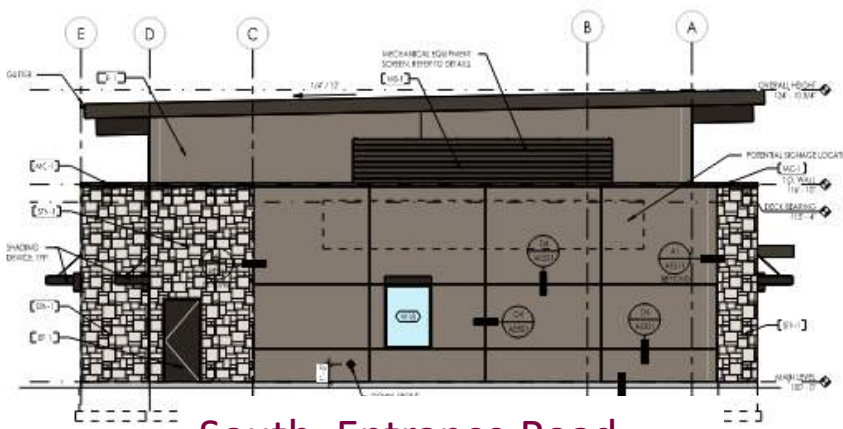
Zoning



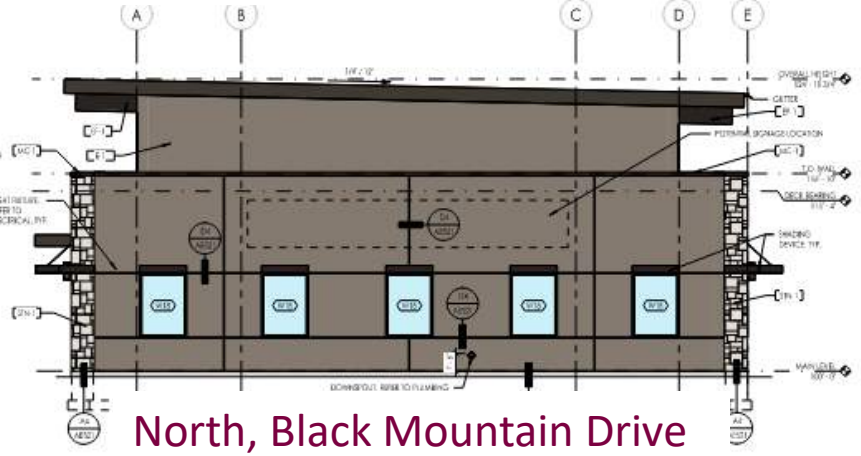
PAD K Approved 2/16/2023

- Parking = 31 spaces
- Height = 24’
- Landscaping
- Pedestrian Access

East, Parking Lot

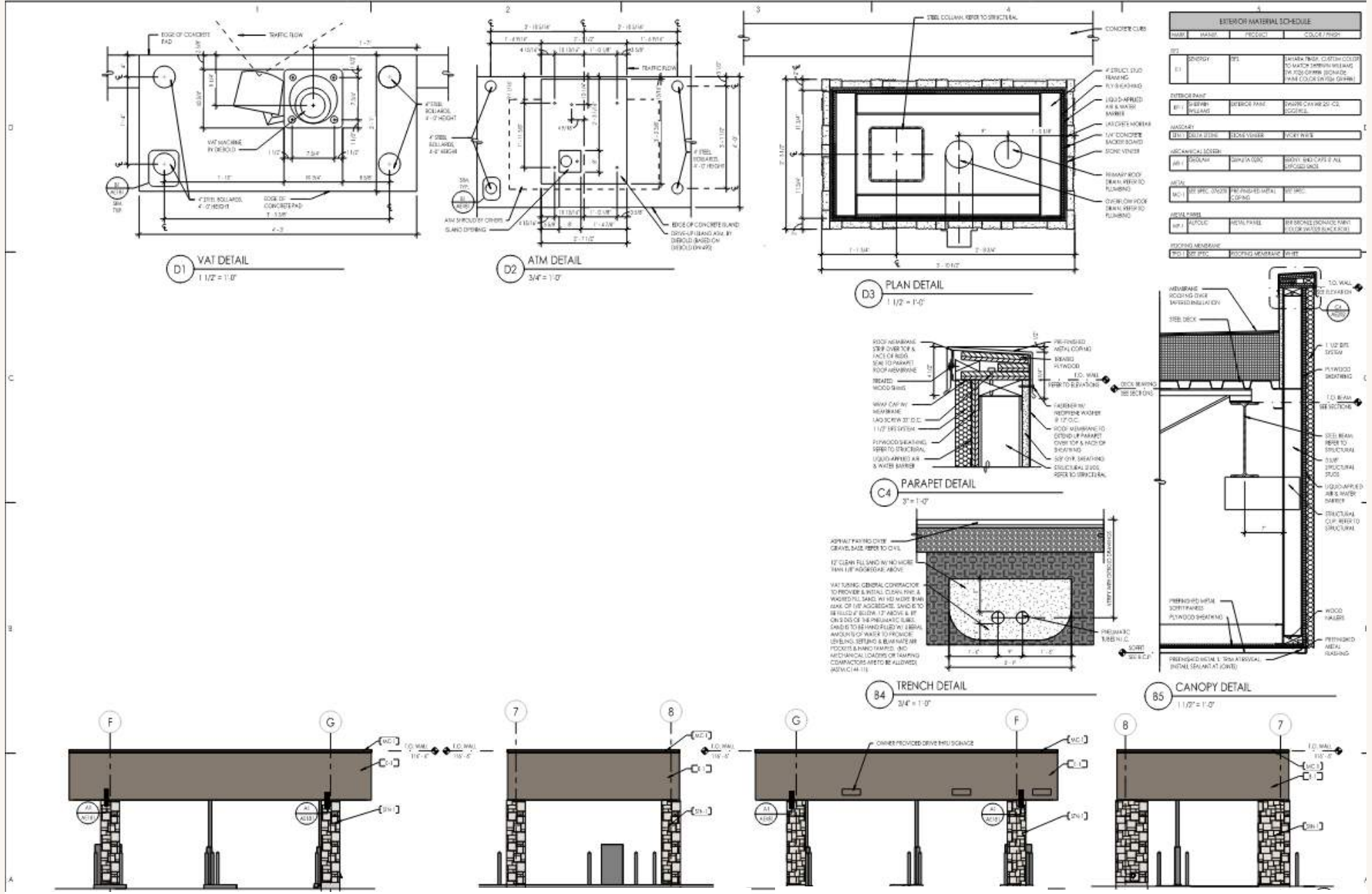


South, Entrance Road



North, Black Mountain Drive

West, Desert Color Parkway

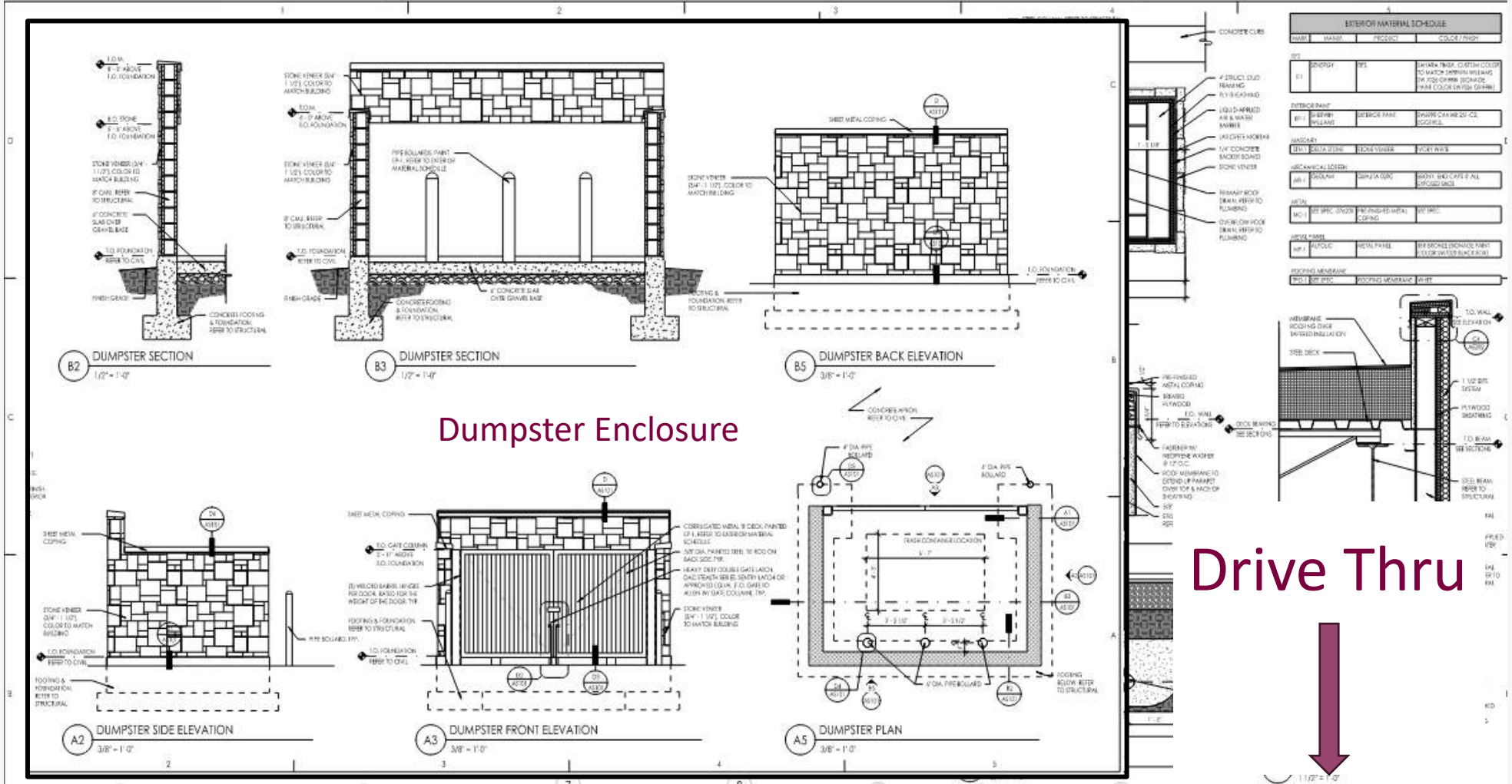


West, Desert Color Parkway

South, Entrance Road

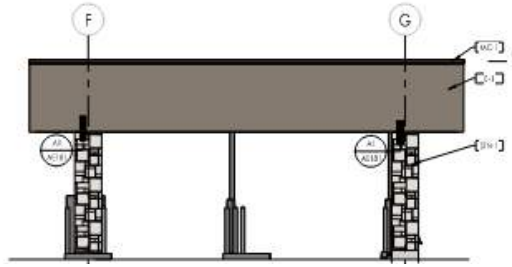
East, Parking Lot

North, Black Mtn Dr

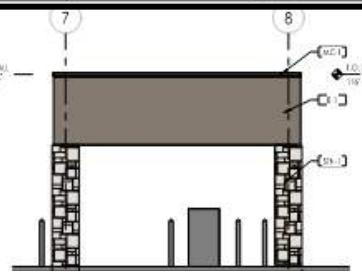


Dumpster Enclosure

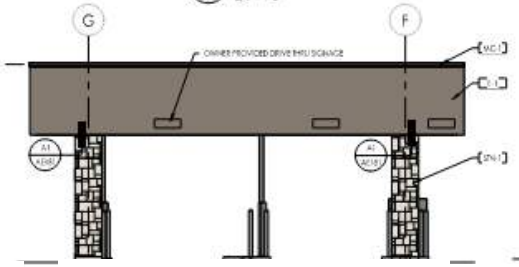
Drive Thru



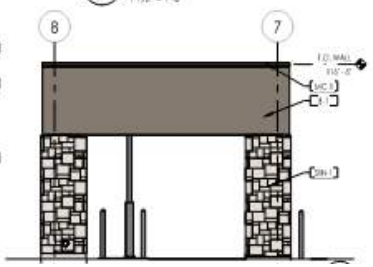
West, Desert Color Parkway



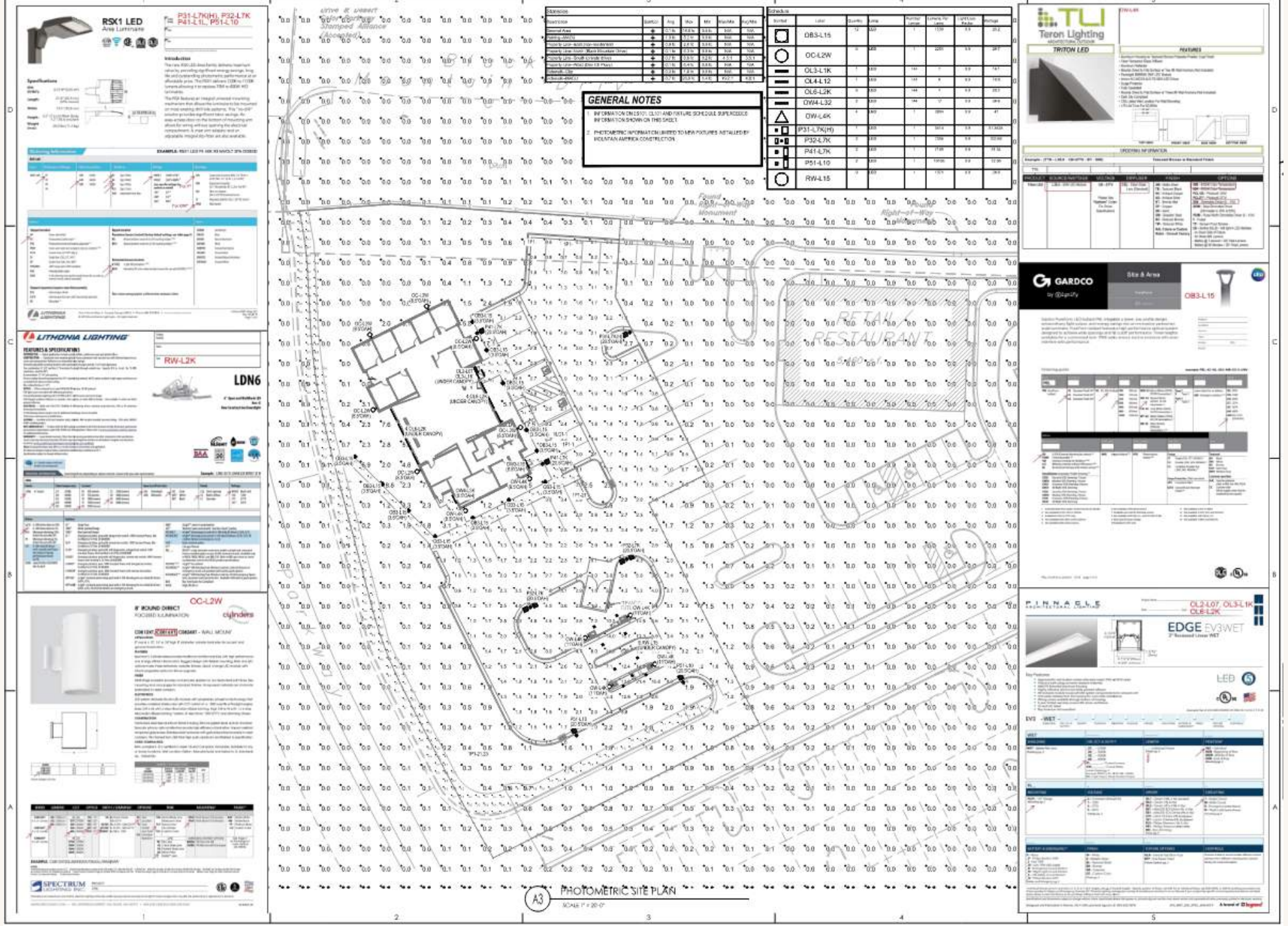
South, Entrance Road



East, Parking Lot



North, Black Ridge Dr


RSX1 LED
Area Luminaire
P31-L7K(H), P32-L7K
P41-L1L, P51-L10
LITHONIA LIGHTING
RW-L2K
LDN6
OC-L2W
8" ROUND DIRECT
FOCUSED ILLUMINATION
cylinders
SPECTRUM LIGHTING INC.
GENERAL NOTES
1. INFORMATION ON ES101, CL101 AND FIXTURE SCHEDULE SUPERCEDES INFORMATION SHOWN ON THIS SHEET.
2. PHOTOMETRIC INFORMATION IS LIMITED TO NEW FIXTURES INSTALLED BY MOUNTAIN AMERICA CONSTRUCTION
Schedule
Symbol
Label
Quantity
Lamp
Number Lamps
Lumens Per Lamp
LLF/Loss Factor
Wattage
DB3-L15
OC-L2W
OL3-L1K
OL4-L12
OL6-L2K
OW4-L32
OW-L4K
P31-L7K(H)
P32-L7K
P41-L7K
P51-L10
RW-L15
TLI
Teron Lighting
TRITON LED
GARDCO
Site & Area
DB3-L15
PINNACLE
OL2-L07, OL3-L1K
OL6-L2K
EDGE EV3WET
3" Recessed Linear IP67
LED
EV3 - WET -
SPECTRUM LIGHTING INC.
A3
PHOTOMETRIC SITE PLAN
SCALE: 1" = 20'-0"

Landscape Data

Site Area = 47,385 sf. (1.08 ac)
Onsite Landscape Area Provided = 14,051 sf. (30%)
Desert Color Parkway Street Trees
1 Tree Every 40 l.f. = 5 Trees Provided
1 Tree per 4,000 sf of 10 ft o.c. = 5 Trees (5 Provided)
30% of the Landscape Area shall be covered with Foliage within 5 Years of Planting
Parking Lot Area = 3,324 sf. *
Parking Lot Landscape Required = 257 sf. (8%)
Parking Lot Landscape Provided = 334 sf. (10.0%)

*** Calculation is Parking Stalls Area Only**

Scale: 1" = 20'

Landscape Keynotes

1. Install Shrub Planter with Decorative Stone Over Weed Barrier - See Material Sch. for Stone Type and Size
2. Install Landscape Boulder
3. Install Landscape Boulder with Eagle Statue
4. Dumpster Enclosure with Plant Screening
5. Existing Fire Hydrant & Meter - See Utility Plan
6. Existing Fence to Remain
7. Area to Remain Native
8. Landscape to be Installed by Adjacent Owner
9. Secondary Water Irrigation Connection - See Utility Plan for More Detail
10. Protect Existing Parkstrip with Landscape; Landscape Damaged Due to Construction Shall be Replaced with Equal Plant Material; MACU Decorative Stone Shall Match Parkstrip
11. Existing Street Light

Landscape Notes:

1. See Sheet L3.1 for Planting Details.
2. All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. Point Source Drip Shall be Used to Irrigate Shrub Areas. See Sheet L2.1 for Irrigation Layout and Sheet L3.1 for Details.
3. Adjust Plant Material as Needed to Accommodate New and Existing Utilities.
4. Plant Material Shall be Planted Away From Walkways, Building Structures, and Lawn Edges to Provide for Future Plant Growth. Shrubs Shall be Planted a Minimum of 3' From Edges and Perennials/Ornamental Grasses 2'.
5. Onsite Storage of Landscape/Irrigation Materials and Equipment Should Not Block More Than 3 Parking Stalls Unless Otherwise Approved by MACU Corporate Real Estate-Facilities Team.
6. Equipment Cannot Stay Longer Than Two Weeks on Jobsites Unless Otherwise Approved by MACU Corporate Real Estate-Facilities Team.
7. From the Beginning of the Project Through the Final Walk Thru Parking Lots, Sidewalks and Gutters Shall be Free of Dirt and Debris at the End of Each Day.
8. See Landscape Notes for Details regarding Landscape Maintenance Period.
6. All Plant Material has Been Selected From the Desert Colors Plant List.

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	6	Cryptomeria japonica 'Black Dragon' / Black Dragon Japanese Cedar	6-8' Ht.
	2	Koelreuteria paniculata / Golden Rain Tree	24" Box; 6-8' Ht.
	5	Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box; 6-8' Ht.
SHRUBS	**QTY**	**BOTANICAL / COMMON NAME**	**SIZE**
	9	Baccharis x 'Centennial' / Centennial Coyote Brush	5 gal
	6	Dasylirion wheeleri / Grey Desert Spoon	5 gal
	9	Euonymus japonicus 'Microphyllus' / Boxleaf Euonymus	5 gal
	10	Juniperus horizontalis 'Wiltonii' / Blue Rug Juniper	5 gal
	12	Leucophyllum langmaniae 'Rio Bravo' / Rio Bravo Texas Ranger	5 gal
	12	Rosmarinus officinalis 'Huntington Carpet' / Huntington Carpet Rosemary	5 gal
ORNAMENTAL GRASSES	**QTY**	**BOTANICAL / COMMON NAME**	**SIZE**
	11	Helictotrichon sempervirens / Blue Oat Grass	1 gal
	11	Muhlenbergia rigens / Deer Grass	1 gal
PERENNIALS	**QTY**	**BOTANICAL / COMMON NAME**	**SIZE**
	16	Baileya multiradiata / Desert Marigold	1 gal
	14	Berberis thunbergii 'Crimson Pygmy' / Crimson Pygmy Japanese Barberry	1 gal
	14	Euphorbia rigida / Yellow Spurge	1 gal
	18	Hesperaloe parviflora / Red Yucca	1 gal
	19	Hesperaloe parviflora 'Flava' / Golden Yucca	1 gal
	6	Heuchera x 'Blackberry Ice' / Blackberry Ice Coral Bells	1 gal
	14	Hymenoxys argentea / Perky Sue	1 gal
	19	Lavandula dentata / French Lavender	1 gal
	15	Penstemon eatonii / Firecracker Penstemon	1 gal
	14	Rosa x 'Noare' / Flower Carpet Red Groundcover Rose	1 gal
	18	Sphaeralcea ambigua / Orange Desert Globemallow	1 gal

MATERIAL SCHEDULE

Decorative Stone #1 - Install a Four (4) inch depth over DeWitt Pro5 Weed Barrier; Stone Shall be Used in all Specified Shrub Areas and Washed Prior to Installation; Remove all Soil From Weed Barrier Prior to Laying Stone; Stone Shall be 1-2" Diameter Fractured California Gold From a Local Source; Provide a Sample for Approval — Detail: 4/L3.1

General Landscape Notes:

1. Plant material quantities are provided for bidding purposes only. It is the contractors responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.
2. Contractor shall call Idaho 811 before excavation for plant material.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
4. The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
5. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
6. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
7. Contractor safety and cleanup must meet OSHA standards at all times. All
11. It is the contractors responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
12. The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants.
13. The contractor shall install all landscape material per plan, notes and details.
14. Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
15. No grading or soil placement shall be undertaken when soils are wet or frozen.
16. Imported topsoil shall be used for all landscape areas. The topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. The landscape contractor shall perform a soil test on the imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.
17. Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils. Remove all construction debris and foreign material.
18. Provide an eight (8) inch depth of imported topsoil in all shrub areas and twelve (12) inches in parking islands.
21. All new plants shall be boxed, balled and burlapped or container grown, unless otherwise noted on plant schedule. Container grown trees shall have the container cut and removed. Trees in ball and burlap shall have the strings, burlap or plastic cut and pulled away from the trunk exposing 1/3 of the root ball. For trees in wire baskets, cut and remove the wire basket.
22. Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive specified stone over DeWitt Pro5 weed barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas.
23. All deciduous trees shall be double staked per tree staking details. Tree stakes shall be wood and ties shall be V.I.T. Cinche Tie #CT32. It is the contractors responsibility to remove tree staking after one year.
24. Bury 2 inches of boulder height into soil, keeping best visual side above ground. Use care to minimize marring and scratching.
24. Landscape installer shall repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period. Failures include, but are not limited to, the following: Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Installer's control. Warranty period shall be 12 months and begin at date of final project acceptance. Dead plant material shall be replaced in a timely manner. From the time the landscape contractor is notified of dead plant material the contractor has two weeks to replace dead plant material. If plant material is not replaced by the two week time frame MACU will have plants replaced and bill the installing company.

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MOUNTAIN AMERICA CREDIT UNION - ST. GEORGE BLACK MOUNTAIN ROAD BRANCH
EP-1: EXTERIOR PAINT;
COLOR: SW6990 CAVIAR EGGSHELL FINISH
MS-1: QUALITA 020C MECHANICAL SCREEN;
COLOR: EBONY
MP-1: ALPOLIC METAL PANEL;
COLOR: JBR BRONZE
E-1: SENERGY EIFS, SAHARA FINISH;
COLOR: SW7026 GRIFFIN
STN-1: DELTA STONE NATURAL STONE VENEER;
COLOR: IVORY WHITE
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Planning Commission Recommendation

With a 6-0 vote, the Planning Commission recommended approval with the following condition:

1. The street tree landscape requirement is met along Desert Color Parkway and Black Mountain Drive.