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, November 2, 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.**

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 of a Professional Services Agreement with Automation N Controls for Wastewater Treatment Plant Maintenance.**

      BACKGROUND and RECOMMENDATION: This is a yearly contract to perform

maintenance on the SCADA and controls within the wastewater plant. The work performed will extend and update the controls to keep things current. We are constantly modifying the way processes work at the plant in response to changing conditions. Staff recommends approval.

b. Consider approval of a Reimbursement Agreement with Quality Excavation for a waterline in the Desert Reserve.

BACKGROUND and RECOMMENDATION: Quality Excavation is constructing the Desert Reserve Subdivision including the utilities. Our Master Plan has a line in the roadway being constructed. We have asked them to install the line to save costs of cutting the roadway and impacting residents in the future. Staff recommends approval.

c. Consider approval of a Professional Services Agreement with Baseload Power to provide GE generator major rotor out inspection and brush generator hose replacement not to exceed $220,075.

BACKGROUND and RECOMMENDATION: This is a Generator Major rotor out inspection for Millcreek Generation Facility which has not been performed on MC-1 since installation. This also includes the 5-year maintenance of MC-2 consisting of a minor inspection and hydraulic hose replacements. This is a Generator Major rotor out inspection for Millcreek Generation Facility which has not been performed on MC-1 since installation. This also includes the 5-year maintenance of MC-2 consisting of a minor inspection and hydraulic hose replacements. Staff recommends approval.

d. Consider approval of a Professional Services Agreement with SISU Energy and Environmental, LLC to provide CO catalysts turnkey replacement with gasket retention not to exceed $323,037.

BACKGROUND and RECOMMENDATION: This is for the MC-2 CO catalysts replacement and improved gasket retention system. Life Expectancy is typically 5 years or 20,000 hrs. We currently Have 21,227 hrs. on this unit. This unit has been in service since 2010. Staff has monitored the condition of the CO catalysts through individual cell sample testing. The last test reports done in 2021 show the catalysts at 73% efficiency. At this time, it is recommended for replacement in order to meet DEQ and EPA CO outputs of no more than 6 PPM as defined in our air emissions Title V operating permit. Staff recommends approval.

e. Consider approval of an amendment to the Construction Management /General Contractor (CMGC) contract with Big-D Construction for the Parking Structure at City Hall.

BACKGROUND and RECOMMENDATION: On September 14, 2023 the City Council approved the site work portion of construction for the parking structure at City Hall. This is a continuation of that construction and includes all remaining items to complete the Parking Structure. Staff recommends approval.

f. Consider approval of an amendment to the Construction Management /General Contractor (CMGC) contract with Big-D Construction for the City Hall footings, foundation and concrete construction phase

BACKGROUND and RECOMMENDATION: On September 14, 2023 the City Council approved the site work portion of construction for the new City Hall. This is a

continuation of that construction and includes all concrete (footings, foundation and flatwork) work associated with this phase of construction. Staff recommends approval.

g. **Consider Ratification of Personnel Action.**

BACKGROUND and RECOMMENDATION: Provided confidentially. Staff recommends approval.

h. **Consider approval of the minutes from the meetings held on August 17, 2023 (work); August 17, 2023 (regular); August 24, 2023 (work); August 24, 2023 (regular); September 21, 2023 (regular amended); October 5, 2023; October 12, 2023 (work); October 12, 2023 (regular); October 19, 2023, October 26, 2023 (work) and October 26,2023 (regular).**

4. **Consider approval of Ordinance No. 2023-032 amending the City general plan future land-use map from LDR (Low Density Residential to COM (Commercial) on approximately 18.69 acres generally located on the north side of Riverside Drive between approximately 800 East and 1050 East for a project to be known as Riverside Dr. Property. Case No. 2023-GPA-006**

BACKGROUND and RECOMMENDATION: The current use of this property is agriculture, and the property fronts Riverside Drive which is an arterial road. At their meeting held on October 10, 2023, the Planning Commission held a public hearing and recommended approval.

5. **Consider approval of Ordinance No. 2023-033 to amend the City zoning map by amending the zone from R-2 (Multiple Family) to PD-C (Planned Development Commercial) on approximately 2.20 acres generally located at 85 S. 400 East Street for the purpose of building Fire Station 1 on this property. Case No. 2023-ZC-016**

BACKGROUND and RECOMMENDATION: This is a request for a zone change in anticipation of a future fire station to be built at this location. At their meeting held on October 24, 2023, the Planning Commission held a public hearing and recommended approval with conditions.

6. **Consider approval of Ordinance 2023-034 amending the City zoning map from RE-20 (Residential Estates, 20,000 sq ft minimum lot size) to A-1 (Agricultural) on approximately 2.48 acres generally located at approximately 2650 east Seegmiller Drive for the purpose of creating consistent zoning on this split-zoned parcel. Case No. 2023-ZC-013**

BACKGROUND and RECOMMENDATION: In order to remove the split zoning on the property, the applicant submitted an application to change the zoning on a portion of the property from RE-20 (Residential Estates, 20,000 sq ft minimum lot size) to A-1 (Agriculture 1-acre minimum lot size). The Planning Commission held a public hearing on the request and recommended approval.

7. **Consider approval of Ordinance 2023-035 amending an approved PD-R (Planned Development Residential) on approximately 43 acres, located west of Dixie Drive and south of Gap Canyon Parkway for the purpose of amending the approved amenities for the Tuscan Hills east side development for a project to be known as Tuscan Hills. Case No. 2023-PDA-020.**

BACKGROUND and RECOMMENDATION: The Tuscan Hills development was originally approved in July of 2004 with ordinance 2004-07-001. The development was approved for a mix of single family residential and multi-family residential units for a total unit count of 392. There are two parts to the Tuscan Hills development, the east side development, and the west side development, each side will have its own separate HOA's. The development on the east side has 199 total homes/units and has reached the point where no more lots/units can be built until the amenities for the current homes have been installed. The Planning Commission held a public meeting on October 10, 2023, and recommended approval.

8. **Consider approval of a preliminary plat for the Trilogy subdivision, a 3-lot, single-family development located on the northwest corner of 3670 South and Little Valley Road. Case No. 2023-PP-037**

   BACKGROUND and RECOMMENDATION: Applicant is proposing to divide the property into three single family lots. The Planning Commission held a public meeting on October 24, 2023, as part of the preliminary plat application process and recommended approval.

9. **Consider approval of the preliminary plat for Desert Canyons Business Park Phase 1 Amd subdivision, a 23-lot business park development located south of Airport Parkway and northwest of the Southern Parkway. Case No. 2023-PP-038**

   BACKGROUND and RECOMMENDATION: Applicant is proposing to divide the property into twelve business park lots. the Planning Commission held a public meeting on October 24, 2023, and recommended approval.

10. **Consider approval of the preliminary plat for Venture Park, a 2-lot development located in Fort Pierce at 1304 East Venture Dr. Case No. 2023-PP-039.**

    BACKGROUND and RECOMMENDATION: Applicant is proposing to divide the property into two lots. The Planning Commission held a public meeting on October 24, 2023, and recommended approval.

11. **Appointments.**

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

13. **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.**

Annette Hansen

Annette Hansen, Deputy City Recorder

Oct. 27, 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.

Agenda Date: 11/02/2023 **Agenda Item Number:** 3a

Subject:

Consider approval of a Professional Services Agreement with Automation N Controls for Wastewater Treatment Plant Maintenance.

Item at-a-glance:

Staff Contact: Kade Bringhurst

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Wastewater Treatment Plant

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

This a yearly contract to perform maintenance on the SCADA and controls within the plant.

Staff Narrative (need/purpose):

The work performed will extend and update the controls to keep things current. We are constantly modifying the way processes work at the plant in response to changing conditions.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $50,000

Amount approved in current FY budget for item: $50,000

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

Amount is in the budget.

Description of funding source:

User Fees

Recommendation (Include any conditions):

Staff recommends approval.

Agenda Date: 11/02/2023 **Agenda Item Number:** 3b

Subject:

Consider approval of a Reimbursement Agreement with Quality Excavation for a waterline in the Desert Reserve.

Item at-a-glance:

Staff Contact: Kade Bringhurst

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

Quality Excavation is constructing the Desert Reserve Subdivision including the utilities.

Staff Narrative (need/purpose):

Our Master Plan has a line in the roadway being constructed. We have asked them to install the line to save costs of cutting the roadway and impacting residents in the future.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $22,774.68

Amount approved in current FY budget for item: na

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

funding source:

There are projects in the current budget that will be delayed or have not been completed yet that will cover the costs.

Description of funding source:

Impact Fees

Recommendation (Include any conditions):

Staff recommends approval.

Agenda Date: 11/02/2023 **Agenda Item Number:** 3c

Subject:

Consider approval of a Professional Services Agreement with Baseload Power to provide GE generator major rotor out inspection and brush generator hose replacement not to exceed $220,075.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

811 E Red Hills Pkwy

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

This is a Generator Major rotor out inspection for Millcreek Generation Facility which has not been performed on MC-1 since installation. This also includes the 5-year maintenance of MC-2 consisting of a minor inspection and hydraulic hose replacements.

Staff Narrative (need/purpose):

This is a Generator Major rotor out inspection for Millcreek Generation Facility which has not been performed on MC-1 since installation. This also includes the 5-year maintenance of MC-2 consisting of a minor inspection and hydraulic hose replacements.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $220,075

Amount approved in current FY budget for item: $220,000

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

This item is budgeted for in the current FY.

Description of funding source:

This item is budgeted for in the current FY.

Recommendation (Include any conditions):

Staff recommends approval.

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

Utah Administrative Code R33-8-101a

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

NAME: Brad Burner DEPARTMENT: Energy Services

DATE: 10/17/2023 VENDOR: Baseload Power

PRODUCT DESCRIPTION: MC-1 Major rotor out inspection & MC-2 Minor Inspection and Hose Replacement.

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

This is the recommended GE source for this large GE Generator and Brush Generator for repairs and Maintenance.

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.

This Company has been to this sight before and performed Maintenance on this generator. GE has recommended that we contact them directly to take care of Maintenance needs.

Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase:

Department Head Signature

Revised 2021-03-16

CITY OF ST. GEORGE PURCHASE REQUISITION

175 East 200 North, St. George, UT 84770

REQUISITION DATE: 10/17/2023

REQUESTING DEPARTMENT: Energy Services

REQUESTING DIVISION: Energy Services

☑ PO REQUEST

☐ REQUEST FOR PAYMENT (invoice attached)

VENDOR NAME:	Baseload Power
VENDOR #	(If this is a new vendor, please attach W-9)
VENDOR ADDRESS:	PO Box 10601Corpus Christi, TX 78460
SHIP TO LOCATION:	Millcreek Generation Facility 170 N 3232 East St. George Utah, 84790
SPECIAL INSTRUCTIONS:	

PROCUREMENT TYPE:

- ☐ 3 QUOTES (ATTACHED)
- ☐ FORMAL BID # _____
- ☐ STATE CONTRACT # _____
- ☐ EMERGENCY PURCHASE (FORM ATTACHED)
- ☒ O.E.M ITEM / SOLE SOURCE (FORM ATTACHED)
- ☐ 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): YES NO

PROJECT TITLE OR LOCATION: _____

IS THE TOTAL AMOUNT APPROVED IN THE BUDGET? ☐ ☐

BUDGETED AMOUNT: $ _____

WILL THIS ITEM / SERVICE BE RECEIVED / COMPLETED BEFORE THE FISCAL YEAR END? ☐ ☐

QUANTITY	DESCRIPTION OF ITEM OR SERVICE	ACCOUNT CODE	PROJECT CODE (If applicable)	UNIT PRICE	ESTIMATED COST
1.00	GE Generator Major rotor out Inspection-MC-1 as per	5310-2580		220,075.00	$ 220,075.00
	Quote #BLP230105STG1				$ 0.00
	and Hose replacement on one (1) Brush Generator on MC-2				$ 0.00
	located in St. George, Utah Quote #BLP230105STG1				$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00

If purchase exceeds $2,500 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	$ 220,075.00
FREIGHT / SHIPPING CHARGES	
OTHER CHARGES (must specify)	
TOTAL	$ 220,075.00

REQUESTED BY: (printed name) Brad Burner — **Date:** 10/17/2023 — **Signature:** Brad Burner — Digitally signed by Brad Burner Date: 2023.10.17 14:13:58 -06'00'

AUTHORIZED SIGNER: (printed name) Brad Burner — **Date:** 10/17/2023 — **Signature:** Brad Burner — Digitally signed by Brad Burner Date: 2023.10.17 14:14:37 -06'00'
Refer to authorized signers list (up to $25,000)

DEPARTMENT HEAD: (printed name) Bryan Dial — **Date:** 10/20/2023 — **Signature:** Bry Dial
(required over $25,000)

CITY MANAGER: (printed name) _____ — **Date:** _____ — **Signature:** _____
(required when any procurement policies are waived)

LEGAL DEPARTMENT: (printed name) _____ — **Date:** _____ — **Signature:** _____
(required when any procurement policies are waived)

PURCHASING: (printed name) _____ — **Date:** _____ — **Signature:** _____

City Council Approval Date *(if applicable)* **:** _____

rev20221208

AGREEMENT BETWEEN CITY OF ST. GEORGE AND BASELOAD POWER

This 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 Baseload Power, with offices at 1605 Highway 181, Suite 157 Portland, TX. 78374 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires services to be performed and has solicited CONSULTANT to provide GE Generator Major Rotor Out Inspection and Brush Generator Hose Replacement as per quote BLP230105STG1 (see attached "Exhibit A" attached hereto and made a part hereof by reference) on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT);

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 Generator Major Rotor out Inspection

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 "Exhibit A." 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" 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 **Two Hundred and Twenty Thousand and Seventy-Five Dollars, $220,075.00**.

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 the 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 Baseload Power, 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. Baseload Power 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 Base Load Power'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 Baseload Power'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 Baseload Power 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:	Baseload Power 1605 Highway 181 Suite 157 Portland, Tx, 78374
Attention:	City Attorney	Attention:	John Alcorn
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,** **BASELOAD POWER**
_____ Mayor Michele Randall	_____ John Alcorn, Turbine Services Manager
ATTEST:	APPROVED AS TO FORM: City Attorney's Office
_____ Christina Fernandez, City Recorder	_____ Alicia Carlton, Assistant City Attorney
REVIEWED BY:	
_____ Bryan Dial, Energy Services Director	

27 September 2023 **FORMAL QUOTE – BLP230105STG1**

Brad Burner
City of St. George
Millcreek Generating Facility
St. George, Utah

Exhibit A

Ref: Request for a Generator Major rotor out Inspection on one (1) GE Generator model 336xxxx and Hose replacement on one (1) Brush Generator located in St. George, UT.

Dear Sirs,

Baseload Power is pleased to submit this Firm Fixed Price (FFP) quotation in response to your request to conduct a "turnkey" major inspection with rotor out on the above referenced generator. Our proposal is based on the work as described below.

A. Work Scope:

- Check air filters, make recommendations based on condition.
- Perform Borescope under rotor caps and in slots
- Check condition of shaft earthing brush, contact area and wear patterns.
- Check enclosure seals, inspect for water or dust ingress, make recommendations.
- Check and clean vent pipe filter.
- Check fan tip/shroud clearances and record. Visually inspect fan blades.
- Check oil pipe flanges for leaks, and jacking oil lines, make recommendations.
- Check, clean, re-lubricate gear type lube oil coupling.
- Check air inlet seals to insure no oil ingress in the machine.
- Check bearing shaft seals for leaks and check for proper clearance.
- Check mechanical protection devices.
- Stator blocking inspection and wedge tap test.
- Clean stator, stator end windings. 3 days included (2 men 3 shifts)
- Roll bearing and inspect. Check for pressure concentrations, scoring and drag marks. Check clearances.
- Extract and re-install rotor, inspect, test and clean.
- Test REFM for proper function*

**unit must be operating*

Stator Electrical Testing
- Megger
- Conduct PI (Polarization Index)
- Winding Resistance
- Winding RTD test

Rotor Electrical Testing
- Megger (Insulation Resistance)
- Conduct PI (Polarization Index)
- Winding resistance
- Impedance test

Perform visual inspection of Exciter components
- PMG
- Exciter Field
- Exciter Armature
- Diode Wheel

Perform electrical testing of Exciter components
- PMG Stator
- Exciter Field
- Exciter Armature
- Insulation resistance, fuse and diode testing of diode wheel

B. Workscope

Supply and replace Jacking Oil, Lube Oil and Main Bearing Feed hoses on Brush BDAX7-290ERJT Generator.

Baseload Power will provide:

Field service engineers, technicians and/or generator specialist as required by the scope of work that are qualified to perform the work. Each individual has a good safety and housekeeping record of experience. Telescoping forklift and operator included.

City of St. George will provide:

Any necessary components that need to be replaced as a result of the inspection that are not included in the inspection kit. One (1) mechanical personnel to act as liaison. Restroom facilities, 220 power, suitable storage for removed parts.

FFP Cost Based on the Proposed Work Scope

Conduct Major Inspection based on proposed scope
Tools, Special Rotor extraction tooling, inspection kit and shipping

Inspection Base scope	**$205,975.00**
Hose replacement base scope	**$14,100.00**
Total	**$220,075.00**

This quotation is based on 2 days travel for (5-6) personnel, 10 hour days, 14 days on site and includes all Travel and Living expenses.

Optional Electrical Testing

EL CID	**$6,500.00**
HIPOT	**$3,500.00**

Terms of Payment

Net 30

Additional Scope

Should the City of St. George request additional work to be performed, or there are delays not caused by Baseload Power, to include but not limited to equipment delivery, weather, contractual disputes, end user requests, it will be priced on a T&M basis applicable at the time of service, in accordance with the current rates already supplied and expenses at 15%.

We look forward to working with the City of St. George and performing the quoted work on the referenced generator. Should you have any additional questions, please contact me.

Sincerely,

John Alcorn

Baseload Power
Back online...Every time

Turbine Services Manager

Agenda Date: 11/02/2023 **Agenda Item Number:** 3d

Subject:

Consider approval of a Professional Services Agreement with SISU Energy and Environmental, LLC to provide CO catalysts turnkey replacement with gasket retention not to exceed $323,037.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

811 E Red Hills Pkwy

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

This is for the MC-2 CO catalysts replacement and improved gasket retention system.

Staff Narrative (need/purpose):

Life Expectancy is typically 5 years or 20,000 hrs. We currently Have 21,227 hrs on this unit. This unit has been in service since 2010. Staff has monitored the condition of the CO catalysts through individual cell sample testing. The last test reports done in 2021 show the catalysts at 73% efficiency. At this time it is recommended for replacement in order to meet DEQ and EPA CO outputs of no more than 6 PPM as defined in our air emissions Title V operating permit.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $323,037

Amount approved in current FY budget for item: $600,000

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

This item is budgeted for in the current FY.

Description of funding source:

This item is budgeted for in the current FY.

Recommendation (Include any conditions):

Staff recommends approval.

CITY OF ST. GEORGE PURCHASE REQUISITION

175 East 200 North, St. George, UT 84770

REQUISITION DATE: 10/18/2023

REQUESTING DEPARTMENT: Energy Services

REQUESTING DIVISION: Energy Services

☑ PO REQUEST

☐ REQUEST FOR PAYMENT (invoice attached)

VENDOR NAME:	SISU ENERGY AND ENVIRONMENTAL,LLC
VENDOR #	(If this is a new vendor, please attach W-9)
VENDOR ADDRESS:	5801 EAST 41st Street,suite 1005 Tulsa, OK 74135
SHIP TO LOCATION:	Millcreek Generation Facility 170 N 3232 East St. George Utah 84790
SPECIAL INSTRUCTIONS:	SISU is the OEM

PROCUREMENT TYPE:

- ☐ 3 QUOTES (ATTACHED)
- ☐ FORMAL BID # _____
- ☐ STATE CONTRACT # _____
- ☐ EMERGENCY PURCHASE (FORM ATTACHED)
- ☒ O.E.M ITEM / SOLE SOURCE (FORM ATTACHED)
- ☐ 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): YES NO

PROJECT TITLE OR LOCATION: _____

IS THE TOTAL AMOUNT APPROVED IN THE BUDGET? ☐ ☐

BUDGETED AMOUNT: $ _____

WILL THIS ITEM / SERVICE BE RECEIVED / COMPLETED BEFORE THE FISCAL YEAR END? ☐ ☐

QUANTITY	DESCRIPTION OF ITEM OR SERVICE	ACCOUNT CODE	PROJECT CODE (If applicable)	UNIT PRICE	ESTIMATED COST
1.00	CO Catalysts Turnkey Replacement with Gasket Retention Design	5310-7300		274,180.00	$ 274,180.00
	GE LM 6000 PD ERU as per proposal F23-157				$ 0.00
1.00	Estimated Freight to St. George Utah-(freight will be prepay and add at cost + 10%	5310-7300		6,000.00	$ 6,000.00
					$ 0.00
1.00	Option for SISU to provide scaffolding	5310-7300		42,857.00	$ 42,857.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00

If purchase exceeds $2,500 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	$ 323,037.00
FREIGHT / SHIPPING CHARGES	
OTHER CHARGES (must specify)	
TOTAL	$ 323,037.00

REQUESTED BY: (printed name) Brad Burner — **Date:** 10/18/2023 — **Signature:** Brad Burner — Digitally signed by Brad Burner Date: 2023.10.18 10:42:58 -06'00'

AUTHORIZED SIGNER: (printed name) Brad Burner — **Date:** 10/18/2023 — **Signature:** Brad Burner — Digitally signed by Brad Burner Date: 2023.10.18 10:43:16 -06'00'

Refer to authorized signers list (up to $25,000)

DEPARTMENT HEAD: (printed name) Bryan Dial — **Date:** 10/20/2023 — **Signature:** Bryan Dial

(required over $25,000)

CITY MANAGER: (printed name) _____ — **Date:** _____ — **Signature:** _____

(required when any procurement policies are waived)

LEGAL DEPARTMENT: (printed name) _____ — **Date:** _____ — **Signature:** _____

(required when any procurement policies are waived)

PURCHASING: (printed name) _____ — **Date:** _____ — **Signature:** _____

City Council Approval Date *(if applicable)* **:** _____

Sole Source Purchase

To ensure the fair and equitable treatment and to foster effective broad-based competition, a standard procurement process is followed whenever public funds are expended. Sole source contract awards do not involve a standard procurement process and should only be used when justified after reasonable research has been conducted to determine there are no other available sources 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;
b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only directly from the manufacturer; or
c) An exclusive maintenance, services, or warranty agreement.

Utah Administrative Code R33-8-101a

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

NAME: Brad Burner DEPARTMENT: Energy Services

DATE: 10/18/2023 VENDOR: SISU ENERGY & ENVIRONMENTAL, LLC

PRODUCT DESCRIPTION: CO catalysts turnkey replacement with Gasket Retention Design proposal F23-157

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

SISU is the company that originally provided the original construction and design of the CO and SCR for the gas turbine.

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.

In attempting to contact the original construction company. St. George Steel/EIT. I found out that the company EIT had filed for Bankruptcy and all the employees were now retained by SISU Energy. Upon contacting St. George steel they gave me the new company contact information that is currently doing business with them.

Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase:

Department Head Signature

Revised 2021-03-16

AGREEMENT WITH SISU ENERGY & ENVIRONMENTAL, LLC FOR CO CATALYST CHARGE FOR GE LM60000PD EMISSIONS REDUCTION UNIT (ERU)

This Agreement ("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 ("CITY"), and SISU Energy and Environmental, LLC with offices at 5801 East 41st Street, Suite 1005, Tulsa Oklahoma, 74135 (hereinafter "SISU").

WITNESSETH THAT:

WHEREAS, CITY desires a replacement for the current CO Catalyst charge for the GE LM6000PD Emissions Reduction Unit (ERU) at the City of St. George Power Plant, and desires for SISU to provide this service which includes removal of the old CO Catalyst, Installation of the new CO Catalyst, and new gaskets utilizing SISU's proprietary sealing system, and all catalyst transportation and catalyst reclaim ("Project"); and

WHEREAS, SISU has submitted a scope of work and associated fees for the Project, attached hereto as Exhibit A and incorporated fully herein for all purposes.

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

1. **ENGAGEMENT OF SISU.**

1.1 SISU is an Oklahoma LLC and has all licenses, permits, and approvals that are legally required for the Project and shall keep them in effect at all times during the term of this Agreement.

1.2 SISU 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 SISU and its subcontractors or agents are engaged.

1.3 SISU 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). SISU 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. SISU agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If SISU knowingly employs

workers or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between SISU and CITY. In addition, SISU 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 SISU or a subcontractor of SISU, SISU 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 SISU 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. SISU and subcontractors must maintain authorized documentation of the verification.

1.4 SISU 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 SISU 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 SISU, 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 SISU expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve SISU 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 SISU shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by SISU on the PROJECT, and will procure all necessary licenses, permits and insurance required.

1.9 CITY acknowledges that SISU may employ various specialized subcontractors for up to 15% of the services provided herein. SISU shall give written notice to CITY at least seven (7) days prior to SISU'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely SISU's responsibility to ensure that any of SISU'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 SISU will provide the services as described in Exhibit A. If applicable, as services are needed, CITY shall provide SISU with a description of the work needed which shall be known as a "Work Order" and SISU 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 SISU 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 or in subsequent Work Orders.

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

3.3 SISU 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 SISU, and without the fault or negligence of SISU, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. SISU shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by SISU 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 SISU as agreed in Exhibit A and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed **Three Hundred Twenty-Three Thousand and Thirty-Seven Dollars, $323,037.00.**

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

5.1 SISU 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 SISUs 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. Invoices shall be emailed to: invoices@sgcity.org

5.2 In executing the request for payment, SISU shall attest that payment has been made to all subcontractors involved with prior requests, unless SISU provides a detailed explanation why such payments have not occurred. SISU 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. SISU 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. SISU 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 SISU attesting that all subcontractors, laborers, and material SISUs involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material SISUs upon which the final payment is based will be paid immediately unless SISU provides a detailed explanation why such payments have not occurred or will not occur. SISU 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, SISU 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 SISU, and SISU shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by SISU and any subcontractors concerning the operation and services performed under this Agreement. CITY shall withhold payment for any expenditure not substantiated by SISU'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, SISU shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to SISU, 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 SISU within thirty (30) days of presentation to CITY.

DRAFT

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 SISU 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, SISU 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. SISU 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, SISU 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 SISU to perform extra services not covered by Exhibit A, and SISU 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 SISU 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 SISU, at no cost to SISU, consist of CITY staff assistance for oversight and meetings to help perform the services. SISU 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 SISU 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 SISU and

shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

10.1 CITY retains and engages SISU, 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 SISU will provide the services without supervision from CITY. SISU 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 SISU and CITY.

10.4 SISU 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 SISU 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, SISU 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 SISU shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of SISU shall not be considered employees of CITY nor have any contractual relationship with CITY. SISU 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 SISU.

10.7 Neither party has the right to bind or obligate the other in any way. SISU 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: SISU 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. SISU'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.

DRAFT

11.2 COMMENCEMENT OF WORK: Neither SISU, its SISUs 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 SISU. 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 SISU'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: SISU 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 SISU 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

DRAFT

Certificate Holder.

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

C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, SISU 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: SISU 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 SISU, 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.

DRAFT

C. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder and shall name City as an additional insured.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

A. SISU 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. SISU 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 SISU, 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 SISU 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: SISU 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 SISU 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.**

DRAFT

12.1 SISU shall indemnify and hold the City and each of the City's employees, agents, representatives, attorneys, administrators, and elected officials, harmless from any claims, demands, causes of action, liabilities and obligations asserted by any Party arising out of or in any way connected with (a) SISU's alleged or actual breach of this Agreement, (b) the inaccuracy of any warranty or representation made by SISU, (c) any actual or alleged failure by SISU to conform to or comply with any laws or regulations applicable to its obligations herein, (d) any act or omission by SISU in the performance of this Agreement. The City may select, in the City's sole and absolute discretion but at the sole expense of SISU, attorneys to defend against any action brought against the City for which SISU is bound to indemnify the City.

12.2 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.

12.3 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.

12.4 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 SISU or without restriction or limitation on its use even if documents are considered copyrighted material.

12.5 CITY will hold harmless SISU 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 SISU.

13. **RECORDS.**

13.1 SISU 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.

13.2 SISU 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.

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

14. **TERMINATION.**

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

DRAFT

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

14.3 SISU 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.

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

16. **CONFLICT OF INTEREST.** SISU 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.

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

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

17. **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.

18. **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	SISU:	SISU Energy & Environmental, LLC 5801 East 41st Street, Suite 1005 Tulsa, OK 74135
Attention:	City Attorney	Attention:	Charles Lockhart
Copy:	legal@sgcity.org	Copy:	clockhart@sisu-ee.com

19. **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.

20. **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.

21. **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.

22. **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.

23. **SUCCESSORS AND ASSIGNS.** SISU 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.

24. **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.

25. **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 SISU and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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 SISU effective from the day and year first written above.

DRAFT

CITY OF ST. GEORGE

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Alicia Carlton, Assistant City Attorney

REVIEWED BY:

_____
Bryan Dial, Energy Services Director

SISU ENERGY & ENGINEERING, LLC

_____
Charles Lockhart, Director of Field Service Operations

DRAFT

ENERGY & ENVIRONMENTAL

Exhibit A

October 6, 2023

Attention: Brad Burner
Direct: 435-627-4884
City of St. George
695 East Red Hills Parkway
St. George, UT 84770

Reference: CO Catalyst Turnkey Replacement with Gasket Retention Design
GE LM6000PD - Emissions Reduction Units (ERU)
Sisu Proposal F23-157

Dear Mr. Burner:

Thank you for inquiring Sisu Energy & Environmental for this project. This proposal would include the scope of supply detailed herein for the replacement of the CO Catalyst charge for the GE LM6000PD Emissions Reduction Unit (ERU) at the Cit of St. George Power Plant. Our offered scope includes the removal of the old CO Catalyst, installation of the new CO Catalyst and new gaskets utilizing Sisu's proprietary sealing system, and all catalyst transportation and catalyst reclaim.

CO CATALYST

Sisu Energy & Environmental will provide (80) replacement BASF CO modules and will process existing catalyst panels for precious metal reclaim and disposal after removal from the ERU and loadout on truck at job site. The credit for recycling of the spent catalyst will be determined once recycling has been completed, typically 6-8 months after project completion.

REPLACEMENT CO CATALYST MODULES

The new CO Catalyst modules are sized in accordance with the original design, and performance is confirmed per the attached Sisu Table 1 – Performance Data Sheets. The performance data utilized was derived from the design parameters specified for the original CO Catalyst supply.

INSTALLATION & REMOVAL

The Removal and Replacement of CO Catalyst will consist of the following scope:

- Mobilization at Site
- Removal of retainer bars
- Removal of existing CO Catalyst Modules
- Installation of new CO Catalyst Modules
- Installation of proprietary-design trays, vertical supports and angles for gasket sealing
- CO Catalyst module gasket material
- Small Tools & Consumables
- Tool Trailer
- Scaffolding **(TBD)**
- (4) Laborers
- (2) Welders
- (1) Sisu Project Superintendent
- De-mobilization from Site

SUPPLIED BY PLANT

- Lock out – Tag out
- Staging Area for Work Performed
- Sanitary Facilities
- Scaffolding **(TBD)**
- Trash Disposal Containers
- Utility Hook-up Including Electrical

CLARIFICATIONS

- It is recommended that an internal inspection of the ERU be completed before the new CO Catalyst is purchased. This will allow determination of the condition of the CO Catalyst frames and any other gas-path components that might require remediation during the CO Catalyst replacement process. This will facilitate planning for any other processes, procedures, or additional material that might be necessary or recommended.
- It is recommended that a CO Catalyst test button be tested annually; a trending analysis can then be performed that will allow a better prediction of activity / decline and catalyst life expectancy.
- A Sisu Project Superintendent will be on site for the duration of the project.
- Work performed on site is based on working 4/10 hour days. Any field delays that are not the fault of our performance will be per the attached Sisu Field Service Rates Sheet.
- If technical services are required during start-up, additional charges will be per the attached Sisu Field Service Rates Sheet.
- Pricing is based on non-union labor, and specifically excludes any prevailing wage requirements.

SISU ENERGY & ENVIRONMENTAL

PRICING

Price for One (1) Removal/Install & Replacement CO Catalyst……..…….$274,180.00
FCA Point of manufacture

Estimated freight to St. George, UT……..$6,000.00
Freight will be pre pay and add at cost + 10%

Option Price for Sisu to provide scaffolding……$42,857.00

CO Catalyst Disposal / Recycling Credit will be a 60/40 split with City of St. George and Sisu.
With pre-calculated credit, City of St. George is responsible for shipping loaded crates back to the CO reclaim facility.

Price Validity is 30 days

Please note that the pricing herein is quoted for installation of a single ERU replacement CO Catalyst. If an order is placed by October 31, 2023 the shipment of the replacement catalyst will be the week of April 8th, 2024.

TERMS OF PAYMENT

20%	Due upon receipt of order
35%	Due Upon start of CO Catalyst production
20%	Due Upon Notification of Readiness To Ship Catalyst – based on agreed Delivery Date
Balance	Due upon completion of installation

All Payments are Due Net 30 Days.

CANCELLATION CHARGES

0-4 Weeks after receipt of PO – 10% of contract value
5-8 weeks after receipt of PO – 50% of contract value
9 weeks or more after receipt of PO – 80% of contract value
Less than two (2) weeks prior to mobilization date – 100% of contract value

ACCEPTANCE BY BUYER:

Buyer shall accept the CO Catalyst performance based upon satisfactory completion of a mutually acceptable performance test to be performed within thirty (30) days of installation. If Buyer waives acceptance testing or does not hold acceptance tests within the time limits set forth herein, then payment shall be made as if acceptance testing had demonstrated the attainment of guaranteed performance.

WARRANTY AND GUARANTEE:

Mechanical Warranty:	Twelve (12) months from date of startup or eighteen (18) months from date of delivery, whichever is earlier.
	Mechanical warranty for proprietary gasket sealing/retention system thirty-six (36) months after startup.
Performance Guarantee:	5 years, 5.5 years after delivery or 24,000 operating hours, whichever occurs first.

DOCUMENT / MATERIAL DELIVERY SCHEDULE

Drawings for Approval	2-3 weeks after order with full notice to proceed, with complete engineering specifications and receipt of all engineering details.
Catalyst Modules	21-22 weeks after full notice to proceed, or as may be required to support project schedule – to be confirmed at time of order

Sisu warrants the integrity of the mechanical components and installation of the **Sisu Enhanced Gasket Retention System for three (3) Years**. The warranty period shall begin on the date of final completion of the work performed for the installation of such components. This limited warranty is made on the condition that the Buyer provides Sisu immediate written notice of any observed defects, and that Buyer provides Sisu reasonable and timely access to the goods and Buyer's relevant records and data. If Sisu inspection reveals that the Buyer's claim is valid under the terms of this limited warranty, Sisu shall at its sole option repair, replace, or modify the equipment that fails to meet the terms and conditions of this limited warranty. Sisu shall only warranty performance for systems and devices designed or provided by Sisu and shall not be held responsible for performance of equipment and systems outside of the agreement scope of supply.

The material selection for the gasket material is made by the CO Catalyst's original supplier and the integrity of the rope gasket material itself is not covered by Sisu. Sisu shall not warranty any goods that

have been modified, repaired, or altered by entities other than Sisu. Any goods subjected to misuse, neglect, accidental damage, or improper maintenance shall not be warranted by Sisu.

We appreciate the opportunity to be of service, and look forward to working with you on this project. Please contact me at the number below if you have any questions or require additional information.

Best regards,

Charles Lockhart

Director of Field Service Operations
Sisu Energy & Environmental LLC
Direct: 918-859-1972
clockhart@sisu-ee.com

BASF
We create chemistry

SISU
ST. GEORGE REPLACEMENT
CAMET© Catalyst - BASF Corp. Proposal 324294
3 October 2023

SISU ENERGY & ENVIRONMENTAL

Table A - Performance Data

CASE #	100	101	102	103	104	105	106	107	108	109	110
AMBIENT TEMP, °F	19	19	20	20	59	59	59	59	100	100	100
LOAD, %	100%	75%	100%	75%	100%	75%	100%	75%	100%	75%	100%
FUEL	NG	NG	NG	NG	NG	NG	NG	NG	NG	NG	NG
DUCT BURNER - FIRED / UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED
GIVEN BURNER HEAT ADDED, MMBtuh - LHV	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GIVEN GAS FLOW AFTER BURNER, lb/hr	993,637	842,137	987,217	835,243	942,064	806,768	908,765	774,782	942,921	808,732	773,323
GIVEN GAS ANALYSIS - AFTER BURNER, % VOL. - N2	76	76	76	76	76	76	76	76	75	75	75
O2	14	15	14	14	14	15	15	15	14	15	15
CO2	3	3	3	3	3	3	3	3	3	3	3
H2O	6	6	6	6	6	6	6	6	7	7	6
Ar	1	1	1	1	1	1	1	1	1	1	1
CALC. GAS MOL. WT.	28.61	28.61	28.60	28.60	28.59	28.59	28.59	28.59	28.50	28.51	28.53
CALC. CO AFTER BURNER, lb/hr	21.65	18	22	18	20	17	19	16	20	17	15
CALC. CO AFTER BURNER, ppmvd @ 15% O2	25.0169454	25.0308561	25.0166839	25.0386944	25.0167927	25.0534011	25.0397717	25.0750133	25.0153662	25.0414743	25.0880748
CALC. VOC AFTER BURNER, lb/hr	2.99	2.51	3.02	2.51	2.80	2.33	2.63	2.18	2.81	2.34	2.04
CALC. VOC** AFTER BURNER, ppmvd @ 15% O2	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04
GIVEN GAS TEMP. @ CO CATALYST, °F (+/-25)	827	840	828	840	840	840	840	840	840	840	840
DESIGN REQ. CO OUT, ppmvd @ 15% O2	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
VOC OUT, ppmvd @ 15% O2	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Guaranteed Performance Data											
CO Conversion, %-Min.	76%	76%	76%	76%	76%	76%	76%	76%	76%	76%	76%
CO OUT, lb/hr - Max	5.2	4.3	5.2	4.4	4.9	4.0	4.6	3.8	4.9	4.1	3.5
CO OUT, ppmvd @ 15% O2	6	6	6	6	6	6	6	6	6	6	6
CO PRESSURE DROP, inH_2O - Max.	0.8	0.7	0.8	0.7	0.8	0.6	0.7	0.6	0.8	0.6	0.6
Expected Performance Data											
SO2 -> SO3 Conversion, %-Max	39%	46%	39%	46%	43%	47%	44%	48%	43%	47%	48%
NO -> NO2 Conversion, %-Max	17%	17%	17%	17%	16%	17%	16%	18%	16%	17%	18%
VOC** CONVERSION, %-Min	42%	45%	42%	45%	44%	45%	44%	46%	44%	45%	46%
VOC** OUT, lb/h	1.7	1.4	1.7	1.4	1.6	1.3	1.5	1.2	1.6	1.3	1.1
VOC** OUT, ppmvd @ 15% O2	3.5	3.3	3.5	3.3	3.4	3.3	3.4	3.3	3.4	3.3	3.3

**VOC: NON-METHANE - 0% Ethane - 100% NMNEHC - 50% SAT.

Table A - Performance Data

CASE #	111	112	113	114	115	200SP	210SP	202SP	203SP	204SP	205SP
AMBIENT TEMP, °F	100	110	110	118	118	19	19	20	20	59	59
LOAD, %	75%	100%	75%	100%	75%	100%	75%	100%	75%	100%	75%
FUEL	NG	NG	NG	NG	NG	NG	NG	NG	NG	NG	NG
DUCT BURNER - FIRED / UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED
GIVEN BURNER HEAT ADDED, MMBtuh - LHV	0	0	0	0	0	0	0	0	0	0	0
GIVEN GAS FLOW AFTER BURNER, lb/hr	692,674	943,626	809,453	908,759	777,460	983,371	836,981	991,125	838,597	967,417	839,497
GIVEN GAS ANALYSIS - AFTER BURNER, % VOL. - N2	75	75	75	75	75	75	76	76	76	74	76
O2	15	14	14	14	15	14	15	14	14	14	15
CO2	3	3	3	3	3	3	3	3	3	3	3
H2O	6	7	7	7	7	7	6	6	6	8	6
Ar	1	1	1	1	1	1	1	1	1	1	1
CALC. GAS MOL. WT.	28.53	28.49	28.50	28.44	28.44	28.53	28.60	28.60	28.60	28.43	28.59
CALC. CO AFTER BURNER, lb/hr	12.811587	20.3216041	16.9199695	19.0373524	15.8067121	21.8269289	18.0100808	21.9454551	18.2599618	21.6516748	17.6675282
CALC. CO AFTER BURNER, ppmvd @ 15% O2	25.1196554	25.0138373	25.0344608	25.0218926	25.0381919	25.0166656	25.0349899	25.016703	25.0359235	25.0159781	25.0341744
CALC. VOC AFTER BURNER, lb/hr	1.76434088	2.81041765	2.33805423	2.63196214	2.18389534	3.01825866	2.48863662	3.0346441	2.52307112	2.99410655	2.44138214
CALC. VOC** AFTER BURNER, ppmvd @ 15% O2	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04
GIVEN GAS TEMP. @ CO CATALYST, °F (+/-25)	840	840	840	840	840	828	840	830	840	833	840
DESIGN REQ. CO OUT, ppmvd @ 15% O2	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
VOC OUT, ppmvd @ 15% O2	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Guaranteed Performance Data											
CO Conversion, %-Min.	76%	76%	76%	76%	76%	76%	76%	76%	76%	76%	76%
CO OUT, lb/hr - Max	3.1	4.9	4.1	4.6	3.8	5.2	4.3	5.3	4.4	5.2	4.2
CO OUT, ppmvd @ 15% O2	6	6	6	6	6	6	6	6	6	6	6
CO PRESSURE DROP, inH_2O - Max.	0.5	0.8	0.6	0.7	0.6	0.8	0.7	0.8	0.7	0.8	0.7
Expected Performance Data											
SO2 -> SO3 Conversion, %-Max	52%	43%	47%	44%	48%	39%	46%	40%	46%	41%	46%
NO -> NO2 Conversion, %-Max	19%	16%	17%	16%	17%	17%	17%	17%	17%	16%	17%
VOC** CONVERSION, %-Min	47%	43%	45%	44%	46%	42%	45%	42%	45%	43%	45%
VOC** OUT, lb/h	0.9	1.6	1.3	1.5	1.2	1.7	1.4	1.7	1.4	1.7	1.3
VOC** OUT, ppmvd @ 15% O2	3.2	3.4	3.3	3.4	3.3	3.5	3.3	3.5	3.3	3.4	3.3

**VOC: NON-METHANE - 0% Ethane - 100% NMNEHC - 50% SAT.

BASF
We create chemistry

SISU
ST. GEORGE REPLACEMENT
CAMET© Catalyst - BASF Corp. Proposal 324294
3 October 2023

Table A - Performance Data

CASE #	206SP	207SP	208SP	209SP	210SP	211SP	212SP	213SP	214SP	215SP	PL 100
AMBIENT TEMP, °F	59	59	100	100	100	100	110	110	118	118	110
LOAD, %	100%	75%	100%	75%	100%	75%	100%	75%	100%	75%	67%
FUEL	NG	NG	NG	NG	NG	NG	NG	NG	NG	NG	NG
DUCT BURNER - FIRED / UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED	UNFIRED
GIVEN BURNER HEAT ADDED, MMBtuh - LHV	0	0	0	0	0	0	0	0	0	0	0
GIVEN GAS FLOW AFTER BURNER, lb/hr	945,776	825,943	964,812	839,999	855,791	735,661	964,451	839,517	944,520	825,179	618,205
GIVEN GAS ANALYSIS - AFTER BURNER, % VOL. - N2	74	76	74	75	74	74	74	75	73	75	75
O2	14	15	14	14	14	15	14	14	14	14	14
CO2	3	3	3	3	3	3	3	3	3	3	3
H2O	8	6	8	7	8	8	8	7	9	7	7
Ar	1	1	1	1	1	1	1	1	1	1	1
CALC. GAS MOL. WT.	28.42	28.60	28.34	28.51	28.37	28.36	28.33	28.50	28.26	28.44	28.44
CALC. CO AFTER BURNER, lb/hr	21.0472388	17.0788239	21.7087722	17.7158338	17.4894158	14.6822155	21.7162031	17.7218166	21.0883907	17.1152226	12.8219087
CALC. CO AFTER BURNER, ppmvd @ 15% O2	25.0265364	25.0559539	25.0248149	25.0615589	25.1956113	25.3342176	25.0326756	25.0606311	25.0603737	25.1170823	25.1233034
CALC. VOC AFTER BURNER, lb/hr	2.90929409	2.35798079	3.00094222	2.44538227	2.40128467	2.00482903	3.00102676	2.44434792	2.91104649	2.35725524	5.98296708
CALC. VOC** AFTER BURNER, ppmvd @ 15% O2	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04	6.04	20.4
GIVEN GAS TEMP. @ CO CATALYST, °F (+/-25)	840	840	835	840	840	840	836	840	840	840	840
DESIGN REQ. CO OUT, ppmvd @ 15% O2	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
VOC OUT, ppmvd @ 15% O2	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Guaranteed Performance Data											
CO Conversion, %-Min.	76%	76%	76%	76%	76%	76%	76%	76%	76%	76%	76%
CO OUT, lb/hr - Max	5.0	4.1	5.2	4.2	4.2	3.5	5.2	4.2	5.0	4.1	3.1
CO OUT, ppmvd @ 15% O2	6	6	6	6	6	6	6	6	6	6	6
CO PRESSURE DROP, inH_2O - Max.	0.8	0.6	0.8	0.7	0.7	0.6	0.8	0.7	0.8	0.6	0.5
Expected Performance Data											
SO2 -> SO3 Conversion, %-Max	43%	47%	41%	46%	46%	50%	41%	46%	43%	47%	55%
NO -> NO2 Conversion, %-Max	15%	17%	16%	17%	16%	18%	16%	17%	15%	17%	19%
VOC** CONVERSION, %-Min	43%	45%	43%	45%	45%	46%	43%	45%	43%	45%	49%
VOC** OUT, lb/h	1.6	1.3	1.7	1.3	1.3	1.1	1.7	1.3	1.6	1.3	3.1
VOC** OUT, ppmvd @ 15% O2	3.4	3.3	3.4	3.3	3.3	3.2	3.4	3.3	3.4	3.3	10.5

**VOC: NON-METHANE - 0% Ethane - 100% NMNEHC - 50% SAT.

ENERGY & ENVIRONMENTAL

ENERGY & ENVIRONMENTAL

Field Service Rates – 2023 Domestic

Field Service by SISU Energy & Environmental LLC (SISU) may encompass consultation, inspection, technical direction of installation or repair (labor by others), start-up, initial adjustment, test and/or instruction of plant personnel for operation and maintenance of referenced equipment.

Field Services are performed only by trained, duly qualified SISU field service representatives. Such Service does not include the supply of any parts. Field services are performed only on the basis of an agreed upon purchase order for field service issued by the ultimate customer or his authorized representative, covering the specific service required.

All prices quoted are estimated as of the date of the proposal. Final billing will be will be based on the final reports and signed timesheets submitted for approval and rates referenced herein.

1. Rates

Service Descriptions	Daily Rate	Hourly	1.5 Times	Double Time
Technical Service	$1,800.00	$245.00 per hour	$367.50 per hour	$490.00 per hour
Inspection Service	$1,520.00	$200.00 per hour	$300.00 per hour	$400.00 per hour

   A. A "man day" is eight (8) hours' time per man during normal day-shift working hours. "Time" is on-the-job plus travel time to and from the job from the service representative's regularly assigned office location including local travel time.
   B. Overtime applies to all time spent working and/or traveling in excess of eight (8) hours during a normal working day, and any time other normal day shift, and any time on Saturdays, and will be billed at 1.5 times the regular rate. Any time on Sunday or Holiday recognized by SISU will be billed at two (2) times the regular rate.
   C. The minimum invoice shall be for one-half day. Travel time in excess of four (4) hours in a travel only day will be invoiced as one full day.
   D. Standby time when a service representative is available as requested by the customer but is unable to proceed with work functions due to jobsite delays shall be considered billable hours.

2. Expenses (At cost + 15% handling fee)
   A. Travel – Business Class Plane, train, private or rental automobile charges from the point of regularly assigned location of the service representative, and return, plus any required local travel. Private automobile charges will be billed per the standard DOT rates per mile at the time of travel. Tolls and parking fees shall be billable at cost + 15%. When the field service representative goes from job to job, rather than returning to his headquarters, travel will be distributed pro rata.
   B. Living expenses for lodging, meals and all incidental cost will be billable at cost +15%.
   C. Small tools and consumables required for testing and or repairs will be billable at cost + 15%.

3. General Information
   A. Design: Because of the nature of the application or the process requirements of the equipment, minor resizing or redesign of critical parts may become desirable and necessary at time of start-up or during yearly operation to improve the application of the equipment. Service time and expenses are chargeable for these changes, but any parts required for modification shall be billed at an agreed amount prior to order and/or installation.
   B. When SISU finds it necessary to hire Service representatives of other companies to place in service major equipment, service rates of such other companies shall be invoiced at cost + 15%, and in accordance with their respective service rate schedule.
   C. Terms of payment are net cash, due and payable upon receipt of invoice.
   D. Foreign service is available in accordance with SISU field service rates that are available upon request.

4. Limitation of Liability
   A. SISU shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors or agents of the purchaser. SISU shall not be liable to the purchaser for any loss or injury to persons or property caused in whole or in part by the negligence of the purchasers, employee contractors, suppliers or their employees, agents or subcontractors. In no event shall SISU be liable for special indirect or consequential damages.

5. Insurance
   A. SISU maintains the following insurance coverage:
      General Liability Insurance - $1,000,000 (U.S. Dollars)
      Workman's Compensation – Statutory
      SISU certificate of insurance available upon request

Agenda Date: 11/02/2023 **Agenda Item Number:** 3e

Subject:

Consider approval of an amendment to the Construction Management/General Contractor (CMGC) contract with Big-D Construction for the Parking Structure at City Hall.

Item at-a-glance:

Staff Contact: Marc Mortensen

Applicant Name: Marc Mortensen

Reference Number: N/A

Address/Location:

61 South Main Street

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

On September 14, 2023 the City Council approved the site work portion of construction for the parking structure at City Hall. This is a continuation of that construction and includes all remaining items to complete the Parking Structure.

Staff Narrative (need/purpose):

We had three structural concrete contractors submit bids for the project. All bids were opened at the same time with City staff present. Big-D Construction is the low bid at $5,683,578. The total cost of the Parking Structure is $10,125,294. This includes all remaining work to complete the Parking Structure.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $10,125,294

Amount approved in current FY budget for item: $10,800,000

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

funding source:

City Capital Project Fund and MBA bond.

Description of funding source:

The MBA Bond is through the State of Utah Permanent Community Impact Board scheduled to close on November 7, 2023 pending City Council approval.

Recommendation (Include any conditions):

Staff recommends approval

Brian Hatch

From: Joseph.zbc@cpaz.net
Sent: Monday, October 23, 2023 9:48 AM
To: Brian Hatch
Cc: Ben Williams
Subject: RE: St. George City Hall & Parking Structure - Bid Pkg. #3 - remaining Civil, A
Attachments: ST GEORGE TOWN HALL PARKING GARAGE.pdf; ST GEORGE TOWN HALL CONCRETE WORK.pdf; ST GEORGE CITY HALL & PARKING GARAGE SUPPLEMENTAL INFORMATION.pdf

Caution: External (joseph.zbc@cpaz.net)

Graymail Details

Report This Email FAQ Send Encrypted Mail

Brian,
Please review the attached bid and let me know if you have any questions. We appreciate the extra time to complete our number.
We look forward to working with you on this project.
Thanks,

JOSEPH HAMMON
MOUNTAIN STATES CONTRACTORS
310 WEST TOWNSHIP
P O BOX 3039
COLORADO CITY, AZ 86021
CELL: (435) 691-4062
TEL: (928) 875-2611

From: Ben Williams <notifications@com2.smartbidnet.com>
Sent: Thursday, October 19, 2023 5:02 PM
To: joseph.zbc@cpaz.net
Subject: St. George City Hall & Parking Structure - Bid Pkg. #3 - remaining Civil, A

If this link does not work, please go to https://securecc.smartbidnet.com/LADL and enter the access key: c3f5185ed463022
Yes, I'll Bid All Codes | No, I Won't Bid this Job | Click Here to View the Project

You are being invited by

MOUNTAIN STATES CONTRACTORS INC,
256 West 100 South
Hurricane, Utah 84737
Ph: (435) 635-4068 Fax: (435) 635-4137

BID

Bid #	2023083
Date:	10/23/23

CONTRACTOR INFORMATION		JOB INFORMATION	
Company:	BIG-D CONSTRUCTION	Job Name:	ST GEORGE TOWN HALL
Contact:			PARKING GARAGE
Fax:		Job Location:	ST GEORGE, UT
Email:			

Architectural drawings dated: BID SET10/3/2023
Structural drawings dated: BID SET 10/3/2023
Civil Drawings dated: 8/16/2023
Addenda noted: 1

DESCRIPTION	RATE	QUANTITY	TOTAL
PRELIMINARY BID INCLUDES ALL LABOR AND MATERIAL NEEDED TO COMPLETE THE CONCRETE WORK DESCRIBED BELOW PER THE PLANS NOTED ABOVE.			
GARAGE BUILDING CONCRETE WORK			$ 4,862,209.00
REINFORCING & PT MATERIAL SUPPLY			$ 781,000.00
REINFORCING & PT INSTALLATION			$ 474,000.00
SITE CONCRETE WORK			$ 97,213.00
SITE REINFORCING			$ 3,500.00
OPTION TO SUPPLY AND PLACE 15MIL VAPOR BARRIER	$25,166.00		
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 $82.00 PER MAN HOUR PLUS MATERIALS			
	BID TOTAL		**$ 6,217,922.00**

I accept bid, authorize work and purchase of materials.

DATE _____ SIGNATURE _____

Thank you!

MOUNTAIN STATES CONTRACTORS INC,
256 West 100 South
Hurricane, Utah 84737
Ph: (435) 635-4068 Fax: (435) 635-4137

BID

Bid #	2023082
Date:	10/23/23

CONTRACTOR INFORMATION		JOB INFORMATION	
Company:	BIG-D CONSTRUCTION	Job Name:	ST GEORGE TOWN HALL
Contact:			
Fax:		Job Location:	ST GEORGE, UT
Email:			

Architectural drawings dated: BID SET 10/5/2023
Structural drawings dated: BID SET 10/3/2023
Civil Drawings dated: 8/16/2023
Addenda noted: 1

DESCRIPTION	RATE	QUANTITY	TOTAL
PRELIMINARY BID INCLUDES ALL LABOR AND MATERIAL NEEDED TO COMPLETE THE CONCRETE WORK DESCRIBED BELOW PER THE PLANS NOTED ABOVE.			
BUILDING CONCRETE WORK			$ 1,248,203.00
REINFORCING MATERIAL SUPPLY			$ 116,000.00
REINFORCING INSTALLATION			$ 79,000.00
SITE CONCRETE WORK			$ 844,736.00
REINFORCING MATERIAL SUPPLY			$ 10,500.00
OPTION TO SUPPLY AND PLACE 15MIL VAPOR BARRIER	$39,670.00		
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 $82.00 PER MAN HOUR PLUS MATERIALS			
	BID TOTAL		**$ 2,298,439.00**

I accept bid, authorize work and purchase of materials.

DATE _____ SIGNATURE _____

Thank you!

ST. GEORGE CITY HALL & PARKING GARAGE

MOUNTAIN STATES CONTRACTORS, INC.

P.O. Box 3039 Colorado City, AZ 86021

Mountain States Contractors, Inc. agrees to and will meet Big-D Constructions Pre-Qualification Requirements

EMOD RATE: 1.72

EMR: 1.72

BOND RATE: 4%

ANTICIPATED DURATION FOR CITY HALL BUILDING: 8 months

ANTICIPATED DURATION FOR PARKING GARAGE: 11 months

SIMILAR PROJECTS:

PROJECT NAME: Washington County Parking Garage	**DESCRIPTION:** 170,000 sq. ft. parking garage	**DATE COMPLETED:** 2023
CONTACT: Watts Construction	**CONTACT ADDRESS:** 251 Hilton Drive, St George UT 84770	**TELEPHONE:** 435-673-9096

PROJECT NAME: DSU Science & Engineering Building	**DESCRIPTION:** 120,000 sq. ft. classroom building on DSU Campus	**DATE COMPLETED:** 2022
CONTACT: Jacobsen Construction	**CONTACT ADDRESS:** P.O. Box 27608 Salt Lake City, UT 84127-0608	**TELEPHONE:** 801-983-5181

PROJECT NAME: DXTAC St. George, UT	**DESCRIPTION:** 150,000 sq. ft. campus building	**DATE COMPLETED:** 2017
CONTACT: Layton Construction	**CONTACT ADDRESS:** 9090 S Sandy Parkway, Sandy UT 84070	**TELEPHONE:** 8001-568-9090

Brian Hatch

From: Zach Carroll <zach@cornerstoneconcrete.us>
Sent: Monday, October 23, 2023 9:55 AM
To: Brian Hatch; Ben Williams
Subject: St George City Hall
Attachments: St. George City Hall.pdf

Caution: External (zach@cornerstoneconcrete.us)

First-Time Sender Details

Report This Email FAQ Send Encrypted Mail

Hello Brian/Ben,

Please see our proposal for the St. George City Hall project. This bid includes rebar, PT cables and shoring necessary for this project.

Emod Rate: .82
Duration for City Hall: 15 weeks
Duration for Parking Structure: 46 weeks

I will follow up this email with projects/references.

Let me know if you have any questions.

Thanks,

Zachary Carroll
Estimator

CORNERSTONE CONCRETE

Office: 801-331-8948
Mobile: 801-230-6566
Email: *zach@cornerstoneconcrete.us*

The information contained in this message and any attachment may be proprietary, confidential, and privileged or subject to the work product doctrine and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this message and deleting it and all copies and backups thereof.

CORNERSTONE CONCRETE

BID PROPOSAL

Date: 10/23/2023
Job: St. George City Hall
To: Big-D Construction
Attn: Ben Williams

POC: Zachary Carroll
Ph: (801) 331-8948
Fax: (801) 331-8749

Proposal is based on structural plans dated 10/13/2023
Cornerstone Concrete did receive specifications with the bid documents.
Addenda noted: 1
Project Address: 61 South Main St. St. George, UT
Concrete cost escalation after 12/31/2024.
Rebar supply pricing is valid for 15 days.
Overall pricing valid for 30 days.

Parking Structure:	**$**	**5,733,537.00**
City Hall:	**$**	**1,245,229.00**
Performance Bond:	**$**	**49,558.00**
Site:		***Not Included***
TOTAL:	**$**	**7,028,324.00**

SCOPE OF WORK

Parking Structure

Footings		Foundation	
FC2.0	212.9 LF	CW-8A - 1'-0"	92.06 LF
FC2.5	55.66 LF	CW-8A - 4'-0"	46.44 LF
FC3.0	53.35 LF	CW-8A - 6'-2"	56.67 LF
FC14.0A	108.5 LF	CW-8A - 10'-0"	247.4 LF
FC18.0A	108.1 LF	CW-8A - 11'-0"	62.23 LF
FS3.0	2 EA	CW-8A - 13'-0"	92.41 LF
FS4.0	1 EA	CW-8B - 4'-0"	511.1 LF
FS4.5	3 EA	CW-10A - 3'-0"	186.3 LF
FS5.0	2 EA	CW-10A - 4'-0"	28.43 LF
FS5.5	1 EA	CW-10A - 6'-2"	53.75 LF
FS6.0	2 EA	CW-10A - 11'-0"	21.47 LF
FS6.5	6 EA	CW-10A - 15'-0"	2.96 LF
FS7.0	4 EA	CW-10C - 2'-0"	13.3 LF
FS8.0	3 EA	CW-10C - 5'-0"	89.46 LF
FS8.5	1 EA	CW-10C - 8'-0"	10.66 LF
FS8.5x6	1 EA	CW-10C - 10'-0"	59.14 LF
FS9.0	3 EA	CW-10C -11'-0"	8.08 LF
FS9.5	5 EA	CW-12A - 5'-0"	56.12 LF
FS10.0	3 EA	CW-12A - 10'-0"	112.1 LF
FS10.5	3 EA	CW-12A -11'-0"	64.04 LF
FS11.0	4 EA	CW-14A - 4'-0"	60.59 LF
FS11.5	1 EA	CW-14A - 10'-0"	121 LF
Elevator Mat Footing	201.9 SF	CRW-8A	122.9 LF

CRW-8A Footing	83.18	LF
CRW-10A Footing	140.9	LF
CRW-10B Footing	56.64	LF
CRW-10C Footing	147.9	LF
CRW-10E Footing	173.3	LF
CRW-14A Footing	0	SF
CRW-14B Footing	28.27	LF
CRW-14C Footing	14.02	LF
CRW-14D Footing	9.78	LF
Footing Step	44	EA
Sump Pit	1	EA
Bolt Template Placement	12	EA
Non-Shrink Grout	12	EA

Slab On Grade

5" Reinforced Slab On Grade	27834	SF
5" Pour Back Strip	1466	SF
Sawcutting	5860	LF
Thickened Slab Footing	10.34	LF
Diamond Blockout/Pourback	53	EA

PT Deck

7.5" PT Slab	77595	SF
7.5" PT Pourback Strip	971.2	SF
CB-15A	2493	LF
CB-12A	236.3	LF
7.5" Edge Forming	3898	LF
Cable Heads	2257	EA
Grout PT Ends	2257	EA
Slip Condition	235	LF
Hold Down/Embed Placement	360	EA
PT Install	78566	SF
PT Sheeting	78566	SF
Shoring	79003	SF
Reshoring	64003	SF
Plywood	1234	EA

CRW-10A	116.8	LF
CRW-10B	47.95	LF
CRW-10C	147.9	LF
CRW-10E	169.4	LF
CRW-14A	108.5	LF
CRW-14B	37.68	LF
CRW-14C	13.99	LF
CRW-14D	30.4	LF
CC-16x24A - 5'-0"	50	EA
CC-16x24A - 8'-0"	1	EA
CC-16x24A - 10'-0"	95	EA
CC-16x24A - 11'-0"	40	EA
CC-16x24A - 13'-0"	6	EA
CP-18A - 11'-0"	5	EA
In Wall Pier	30	EA
Corner	134	EA
Tall Corner	102	EA
Blockout	2	EA
Door/Window Opening	24	EA
Chamfer	4204	LF
Reveal	1051	LF
Embed Placement	1	EA
Vehicle Barrier Cable	30000	LF

Suspended Slab

8" Suspended Slab	172.2	SF
6" Suspended Slab	264.9	SF
Edge Forming	81.45	LF
8" Edge Forming	149.2	LF

City Hall Building

Footings

FC2.0	354.2	LF
FC3.0	180.3	LF
FC12.0	37.12	LF
FC14.0	170	LF
FC18.0	72.37	LF
FS3.0	5	EA
FS4.0	6	EA
FS5.0	9	EA
FS6.0	12	EA
FS7.0	6	EA
FS7.5A	4	EA
FS8.0	7	EA
FS9.0	1	EA
FS11.0A	8	EA
Elevator Mat Footing	401.2	SF

Foundation

CW-12A - 4'-0"	45.83	LF
CW-14A - 1'-0"	541.5	LF
CW-14A - 4'-0"	229.9	LF
CP-18A - 1'-0"	16	EA
CP-18A - 4'-0"	8	EA
CP-24X53A - 4'-0"	2	EA
CP-32X53A - 4'-0"	2	EA
Corner	64	EA
Blockout	26	EA
Chamfer	1337	LF

Slab On Grade

4" Reinforced Slab On Grade	30308	SF
Sawcutting	6062	LF
Thickened Slab Footing	159.9	LF

Sump Pit	2	EA
Footing Step	18	EA
Bolt Template Placement	57	EA
Non-Shrink Grout	57	EA
BFC Bolt Template Placement	24	EA
BFC Non-Shrink Grout	24	EA
BFC Shear Lug Blockout	24	EA

Slab On Deck

3.25" SOMD (6.25" Overall)	47074	SF
Stair Pans	1130	SF
Stair Landing	444.4	SF
Depressed Slab Edge	461.3	LF
Diamond Blockout/Pourback	81	EA
Vapor Barrier Materials	18.3	EA
Vapor Barrier Labor	30308	SF
Vapor Barrier Tape	36.6	EA

Suspended Slab

8" Suspended Slab	612.5	SF
Edge Forming	166.3	LF
Shoring	612.5	SF
Plywood	19.14	EA

Specific Exclusions: Site Concrete, Hold Down Anchor Bolt Supply, Bollard Placement, Waterstop,

UNLESS OTHERWISE SPECIFICALLY NOTED, THE FOLLOWING IS EXCLUDED:

Winter conditions (Hot water, additives, blanketing, tenting, heating, snow removal, extra labor).
Overtime pay.
Davis Bacon wages.
Excavation, grading, compaction, layout for excavation, temporary access roads.
Embeds, bollards, hold downs, j-bolts, anchor bolts, bolt templates, welding.
Install of hold down anchors/j-bolt placed in slab or thickened slab footings.
Any site work other than that listed under Scope of Work above.
Wet curing.
Joint sealant, waterproofing, dewatering.
Concrete hardeners, sealers, liquid densifiers, staining, polishing.
Placement or adjustment of drains, sleeves or other work of other trades.
Rigid insulation.
Supply or install of vapor barrier
Permits, fees, traffic control, or barricades necessary for lane closures required for trucks and pumps.
Precast concrete supply or placement.
Surveying, concrete testing, compaction testing, slab flatness testing, inspections.
Bid bond, performance bond, payment bond.
Concrete washout disposal, project dumpster, spoil removal, street cleaning.
Shoring or wall bracing for excavation or backfill.
Mechanical, electrical, plumbing blockouts.
Galvanizing or epoxy coatings for rebar, corrosion inhibitor in concrete mix.
Repair of damage to our work caused by others.
Liquidated and consequential damages.
Supply or install of gypcrete or light weight insulating concrete.
Rubbed finish walls, architectural walls.
Any work other than that listed under Scope of Work above.

Cornerstone Concrete is not responsible for moisture content in slabs at the time of floor covering.
Cornerstone is not responsible for installation or damage to underground/unseen utilities, cables, lines or piping.
Back charges must be reviewed and signed by an authorized Cornerstone Concrete employee.

Brian Hatch

From: Trent Murray
Sent: Monday, October 23, 2023 9:56 AM
To: Brian Hatch; Ben Williams
Cc: Nate Rideout; Josh Davis; Judd Bundy
Subject: St George City Hall and Parking Structure
Attachments: St. George City Hall Parking-Concrete Proposal_10.23.23.pdf

Report This Email

Brian and Ben,

Please see our attached proposal for this project. Please let us know if you have any questions.

Thanks,

TRENT MURRAY
CONCRETE PRECONSTRUCTION DIRECTOR

Big-D Construction
Salt Lake City, UT, 84101

O: +1 (801) 415-5939 | **M:** +1 (801) 381-9249
E: tmurray@big-d.com

BIG-D CONSTRUCTION

BIG-D.COM



BIG-D CONSTRUCTION

BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE

10-23-2023

CONCRETE ESTIMATE

BIG-D CONSTRUCTION

TABLE OF CONTENTS

1. PRICE PROPOSAL
- › Cost Estimate
- › Clarifications
- › Exclusions

2. SCHEDULES
- › City Hall Schedule
- › Parking Structure Schedule

3. QUALIFICATIONS
- › List of Past Projects
- › References

4. SAFETY & ADDITIONAL INFO
- › EMOD & Safety Program Summary

10-23-2023

CONCRETE ESTIMATE

BIG-D CONSTRUCTION

SECTION 1

PRICE PROPOSAL

BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE



Cost:

We are pleased to present the following concrete proposal for the St George City Hall and Parking Structure in St. George, Utah. This proposal is based on drawings titled “St. George City Hall” and “St. George Parking Structure with Addendum 1 along with specifications tilted “St. George Parking Structure”.

Our bid includes the following:

- City Hall
  - Building Footings.
  - Bridge Footings.
  - Install of Anchor bolts with provided templates.
  - Grouting of steel anchor bolts.
  - Concrete walls and piers.
  - Slab on grade with vapor barrier.
  - Slab on metal deck with lightweight concrete.
  - Bridge suspended slab.
  - Plaza Planter Walls ((4.1/L2.1), Runnel Footings & Walls (4.2/L2.1), Seat Walls (2.2/L2.0).
  - Tax.
- Parking Structure
  - Footings.
  - CIP Walls
  - Concrete Colimns.
  - Cable Barrier System, supplied and installed.
  - Hoisting and pumping for own work.
  - Lighting for early morning placements.
  - Hoisting for our own work.
  - Concrete Corrosion Inhibitor at CIP Walls, Columns and PT Slab
  - Reshoring for our scope and at pour back strips (45 days).
  - Tax.

Cost for this work

- **City Hall: Building: $1,304,329, Site: $156,074, Bridge $45,227**
- **Parking Structure: $5,495,055, Site: $79,952**

Alternates:

- **Corrosion Inhibitor not required at Parking Structure – Deduct $111,442**
- **If garage footing at grid C.5 is a FC14.0A per the callout. – Deduct $45,910**
- **Include sawcutting of slab on metal deck – Add $11,027**

Clarifications:

- It is assumed the garage footing at grid C.5 (~3 to 6 line) is an FC18.0A instead of the callout of FC14.0A. The footings scales to 18’ wide.
- Price includes the corrosion inhibitor for the walls, columns, and PT slab in our base bid. Please see the alternate if not required.
- Price includes concrete filled pan stairs at the parking structure. This is per detail A2/AE453.
- Cable barrier at the garage has been included as galvanized in lieu of the specified zinc coated.
- There were no specifications for City Hall Building. Followed as per drawings.
- City Hall site walls were priced per the landscape drawings.



BIG-D CONSTRUCTION

Big-D Construction
404 West 400 South | Salt Lake City, UT 84101 | P 801.415.6000 | F 801.415.6900 | www.big-d.com

Exclusions:

- Any site concrete flatwork, stairs, bollards, pads and curbs.
- Concrete washout.
- Floor sealer.
- Dumpster
- Supply of Halfen anchors for metal panel system.
- Steel and cable railing at garage pedestrian ramp.
- Steel column mid supports for cable barrier.
- Precast stair treads.
- Perimeter fall protection once formwork is removed.
- Temporary stairs.
- Masonry reinforcing.
- PT crack repair allowance per note 15 in the “Post-Tensioned Concrete” section of the general structural notes. (Sheet S002).
- Guardrail at vehicle barriers. This includes embeds, core drilling, etc.
- Detail A3/AE521, does not appear to apply to this project.
- Vapor barrier at parking structure slab on grade.
- Expansion joint at bridge.
- Grating supply or install at ventilation well.
- Flagpole base.
- Relocation of ATM.
- Epoxy coated slab reinforcement at parking structure slabs (ref: details 15&16/S401).
- Sawcutting control joints in the slab on metal deck (not sure if slabs are exposed).
- Capping the tunnel as per detail C2/AS501.
- Weather Conditions.
- Stone cap on detail 2.2 on L2.0
- Amphitheater Seating
- Planter Curbs

BIG-D CONSTRUCTION

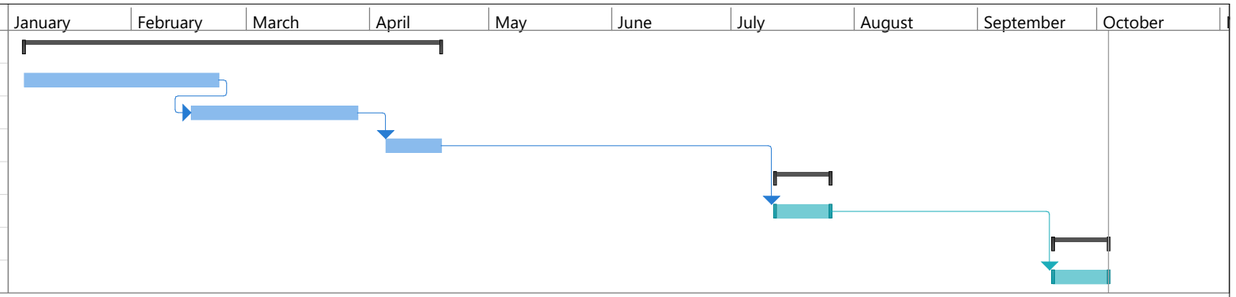
SECTION 2
SCHEDULES



BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE

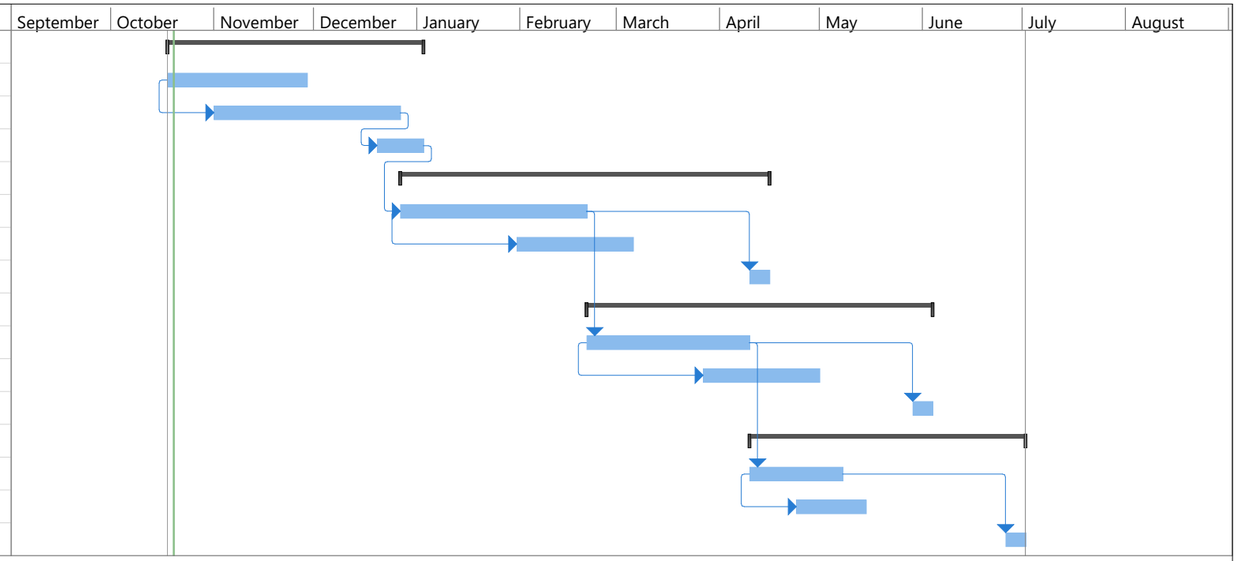
ID	Task	Task Name	Duration	Start	Finish	Predecessors
1		**Level 1**	**75 days**	**Fri 1/5/24**	**Thu 4/18/24**	
2		Footings (Crew 5*5sf/mh)	35 days	Fri 1/5/24	Thu 2/22/24	
3		CIP Walls (Crew 4*5sf/mh)	30 days	Fri 2/16/24	Thu 3/28/24	2FS-5 days
4		Slab on grade	10 days	Fri 4/5/24	Thu 4/18/24	3FS+5 days
5		**Level 2**	**10 days**	**Fri 7/12/24**	**Thu 7/25/24**	
6		Level 2 Slab on Metal	10 days	Fri 7/12/24	Thu 7/25/24	4FS+60 days
7		**Level 3**	**10 days**	**Fri 9/20/24**	**Thu 10/3/24**	
8		Level 3 Slab on Metal Deck	10 days	Fri 9/20/24	Thu 10/3/24	6FS+40 days



Project: St George City Hall
Date: Fri 10/20/23

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ID	Task	Task Name	Duration	Start	Finish	Predecessors
1		**Level 1**	**55 days**	**Wed 10/18/23**	**Tue 1/2/24**	
2		Footings (Crew 8*5sf/mh)	30 days	Wed 10/18/23	Tue 11/28/23	
3		CIP Walls & Columns (Crew 14*5sf/m	40 days	Wed 11/1/23	Tue 12/26/23	2SS+10 days
4		Slab on grade	10 days	Wed 12/20/23	Tue 1/2/24	3FS-5 days
5		**Level 2**	**79 days**	**Wed 12/27/23**	**Mon 4/15/24**	
6		PT Slab 2 (Crew 8*15sf/mh)	40 days	Wed 12/27/23	Tue 2/20/24	4FS-5 days
7		CIP Walls 2 (Crew 10*5sf/mh)	25 days	Wed 1/31/24	Tue 3/5/24	6SS+25 days
8		Level 2 Pourback	4 days	Wed 4/10/24	Mon 4/15/24	6FS+35 days
9		**Level 3**	**74 days**	**Wed 2/21/24**	**Mon 6/3/24**	
10		PT Slab 3 (Crew 8*15sf/mh)	35 days	Wed 2/21/24	Tue 4/9/24	6
11		CIP Walls 3 (Crew 10*5sf/mh)	25 days	Wed 3/27/24	Tue 4/30/24	10SS+25 days
12		Level 3 Pourback	4 days	Wed 5/29/24	Mon 6/3/24	10FS+35 days
13		**Level 4**	**59 days**	**Wed 4/10/24**	**Mon 7/1/24**	
14		PT Slab 4 (Crew 8*15sf/mh)	20 days	Wed 4/10/24	Tue 5/7/24	10
15		CIP Walls 4 (Crew 5*5sf/mh)	15 days	Wed 4/24/24	Tue 5/14/24	14SS+10 days
16		Level 4 Pourback	4 days	Wed 6/26/24	Mon 7/1/24	14FS+35 days



Project: St George City Hall Par
Date: Fri 10/20/23

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

BIG-D CONSTRUCTION

SECTION 3
QUALIFICATIONS



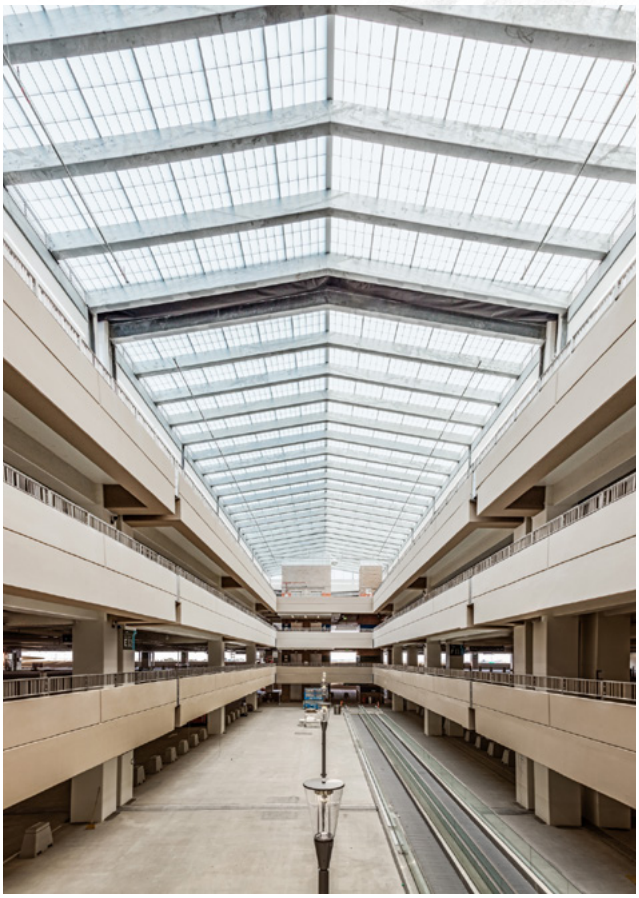
BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE

SELECTED LIST OF PROJECTS W/ PARKING







SALT LAKE CITY AIRPORT REDEVELOPMENT PARKING STRUCTURE

PROJECT NAME	LOCATION	LEVELS	STALLS
505 Wakara Way Office Building	Salt Lake City	1	60
Ancestry.com Corporate Office Building	Lehi	2	877
Blue Cross Blue Shield of Utah	Salt Lake City	2	400
Broadway Parking Garage	Salt Lake City	7	472
Canyon Centre Parking Structure	Cottonwood Heights, UT	3	415
Cornerstone at Cottonwood Corporate Center	Cottonwood Heights	3	835
Cornerstone at Cottonwood Corporate Center Phase II	Cottonwood Heights	3	418
Cornerstone at Cottonwood Phase I	Cottonwood Heights	2	417
Cottonwood Corporate Center Building 10	Salt Lake City	2	370
Cottonwood Corporate Center Buildings 8 & 9	Salt Lake City	2	1040
Cottonwood Highland Apartments	Millcreek	2	275
CV2 Apartments	Eagan (MN)	3	181
Downtown 360 Apartments Concrete & Parking Structure	Salt Lake City	2	231
Employment Security Administration Building	Salt Lake City	3	125
Gatsby Apartments	Minneapolis	2	258

SELECTED LIST OF PROJECTS W/ PARKING

PROJECT NAME	LOCATION	LEVELS	STALLS
Hardware Village Apartments	Salt Lake City	7	375
Legacy Village & Wilmington Gardens Parking Garage	Salt Lake City	4	560
Logan Regional Hospital Parking Structure	Logan	4	496
Marriott at City Center	Salt Lake City	3	274
Midtown 360 Apartments Northwest Building	Orem	2	240
Midtown 360 North Tower	Orem	2	195
Mountain America Credit Union Corporate Office	West Jordan	2	311
Myriad Genetics Office Core & Shell and Underground Parking	Salt Lake City	2	221
Newpark Terrace Phase I	Park City	2	514
Newpark Town Center and Parking Structure	Kimball Junction	2	334
NuSkin International Office & Parking Terrace	Provo	5	320
Park Avenue Apartments	Salt Lake City	3	261
Park Avenue Mixed-Use Development	Salt Lake City	3	1200
Provo Town Square Parking Garage	Provo	2	300
Salt Lake City International Airport Parking Garage	Salt Lake City	5	3,600
Salt Lake City Public Library	Salt Lake City	2	630
Salt Lake City School District Administrative Building	Salt Lake City	2	200
Scott M. Matheson Courthouse Utah Third District Court	Salt Lake City	3	603
Siena Apartments	St. Louis Park	1	190
St. Mark's Hospital Women's Pavilion	Salt Lake City	1	119
St. Mark's Hospital Parking Structure	Salt Lake City	4	620
Brigham City Utah LDS Temple	Brigham City	2	224
Ogden Utah LDS Temple & Tabernacle Renovation	Ogden	2	464
Towne Ridge Parking Garage	Sandy	4	1092
University of Utah Eccles Health Sciences Education Building	Salt Lake City	1	110
University Place Mall North Tower Parking Structure	Orem	5	1280
Utah State Retirement Board	Salt Lake City	2	240
Utah Valley Hospital Outpatient Center & Parking Structure	Provo	3	571
Utah Valley Hospital Women's & Children's Parking Structure	Provo	3	580
Vivint Phase 2 Office Building	Provo	1	218
Weber Center Parking Garage Remodel	Ogden	3	174
Westminster On The Draw Student Apartments & Mixed-Use	Salt Lake City	5	294
Woodlands Business Park Office Tower IV Parking Structure	Salt Lake City	3	802
Xactware Office Core & Shell and Parking Structure	Lehi	2	580

PROJECT REFERENCES



SLC AIRPORT PARKING GARAGE

Contact:
Mike Williams
Airport Redevelopment Program Director
SLC Department of Airports
678-662-5677
mike.williams@slcgov.com



CANYON CENTRE PARKING GARAGE

Contact:
Chris McCandless
President
CW Management Corp.
801-984-5770
chris@cwmcorp.com



POST DISTRICT MIXED-USE

Contact:
Ben Lowe
Owner's Rep
Lowe Property Group
801-582-3188
blowe@loweprop.com



MOMENTUM APARTMENTS

Contact:
Jeff Vitek
President & CEO
Boulder Ventures Development
801-483-1000
jeff.vitek@bvdincorp.com



FREEPORT WEST (MANY PROJECTS)

Contact:
Brad Ross
Executive Managing Director
Freeport West
801-977-6358
bross@freeportwest.com



I-215 COMMERCE CENTER

Contact:
George Arnold
Partner
Hamilton Partners, Inc.
847-269-4768
garnold@hpre.com

"Thank you so much for the phenomenal job you did on the Xactware project in Lehi. The teamwork and collaboration were truly amazing and we never could have accomplished it without the great team effort that was coordinated by Big-D Construction.

Our tenant is thrilled with the outcome and we've heard nothing but rave reviews!."

- Mike Batt, GBR Capital

"We are very happy with the concrete finishes on the floors and curb walls. These will be excellent from a food safety and cleanability standpoint.

We love the drain designs and adequate floor slopes, I think they will work fantastic for cleanup and for slip/trip safety.

This will definitely be a showcase plant for us, what an awesome build."

- Tyson Foods Facility Project Completion Tour Comments

BIG-D CONSTRUCTION

SECTION 4

SAFETY (& CURRENT EMR)



BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE

THE BIG-D WAY

PROJECT SAFETY

SAFETY

THE FOUNDATION WE BUILD ON



T Think Through the Hazard
H Hazard Recognition
I Identify the Risks
N Neutralize the Hazards
K Keep Safety First in All Tasks

THE CONSTRUCTION BUSINESS SHOULD NOT BE RISKY BUSINESS—NOT EVEN CLOSE.

Hence, Big-D Construction Corp. takes the safety of our workers and our job sites seriously. Our company's EMOD rate is .71—well below the national average of 1.0.

Why such good numbers? Each employee attends a mandatory Safety Orientation specific to your project prior to commencement of any work on the project. No ifs, ands, or buts. Moreover, all on-site employees attend a weekly site safety meeting.

Our subcontractors are trained on safe work methods and up-to-the-minute safety regulations for each project, too. The Big-D corporate safety officer and on-site safety coordinator cover all bases when it comes to safety on your job site.

WE PREFER TO TH!NK FIRST.

We use our heads before we use our hands and machinery. With that mandate in mind, our job sites and corporate facilities feature signs that tout our TH!NK process:

T–Think Through the Task
H–Hazard Recognition
I–Identify the Risks
N–Neutralize the Hazards
K–Keep Safety First in all Tasks

But TH!NK is more than a helpful motto. Our laser-like focus on safety also includes:

SAFETY SHARES: Before any project meeting begins, participants are encouraged to take turns communicating a safety concern that they have seen, heard about, or experienced.

SAFETY PLEDGE: Each employee fills out a personal safety pledge confirming their commitment and outlining how they plan on safely performing their work.

STAND-DOWNS: All activity related to a task is stopped if recognized as being performed unsafely. This may be any activity performed by an individual, company, or project-wide.

ROOT CAUSE ANALYSIS: Incident or near-miss reports are required so that we can avoid future incidents. It's called "learning from your mistakes." Perfection is the goal.

CORRECTIVE ACTION PLANS: We will re-TH!NK the task and prepare a new plan of action.

SAFETY ALERT BULLETINS: We publish what we have learned for the benefit of others.

YEARLY TRAINING REQUIREMENTS: All management-level employees (field and office) are required to attend 30 hours of OSHA training. No tardies or absences allowed.

DRUG TESTING: Pre-employment drug testing is required with random testing conducted monthly, so that a minimum of 25% of the project workforce is tested annually.

PERSONAL PROTECTIVE EQUIPMENT: Our required PPE includes a hard hat, safety glasses, steel-toed work boots, and high visible vests. Additional PPE may be worn, as the task requires.

DISASTER PLAN: A site-specific disaster plan or action is always created. Big-D maintains current emergency contact data for each employee and for our subcontractor's employees.

PRE-PROJECT REVIEW: Safety is step one. Our Field Safety Committee meets with each project team to review potential hazards and risks.

SUBCONTRACTOR SELECTION: Only subcontractors who view safety as a core value are selected. Each must attend preconstruction meetings and site safety training.

WEEKLY SAFETY MEETINGS: These meetings are held to discuss topics that pertain to the work currently being performed. Subcontractors are required to hold their own meetings and submit copies for verification of compliance.

HOUSEKEEPING: We're clean freaks. All job sites are required to be kept clean and organized. It's a matter of pride, as well as safety.

SITE INSPECTIONS: These detailed inspections are conducted frequently by our Site Safety Representative or HSE Superintendent, the Superintendent, Foreman, and Project Managers. During site inspections, all visitors are expected to follow stringent safety guidelines.

INJURY PREVENTION PROGRAM: We employ a written Injury and Illness Prevention Program and Hazardous Communication Program.

BIG-D
CONSTRUCTION

BIG-D.COM

Bid Summary - Bid Pkg. #3 - Rev.1

St. George City Hall - Bid Pkg. #3
St. George City Hall - Bid Pkg. #3
BLDG SF: [redacted] (Parking Garage)
SITE SF: [redacted] (Parking Garage)
BLDG $ / SF: [redacted] (Parking Garage)
SITE $ / SF: [redacted] (Parking Garage)

BIG-D CONSTRUCTION

October 27, 2023

CODE	LINK	DESCRIPTION	PARKING GARAGE	SUB / SUPPLIER	# OF BIDS	Alt 1 CITY HALL - Bid Pkg. #3
10000		**DIVISION 01 - GENERAL REQUIREMENTS**	**373,743**			**371,260**
10000	●	General Requirements	333,743	Estimated Scope	1	331,260
10003	●	Weather Conditions	40,000	Estimated Scope		40,000
20000		**DIVISION 02 - EXISTING CONDITIONS**	**9,870**			**15,864**
22100	●	Surveying	9,870	R&B Surveying	2	15,864
30000		**DIVISION 03 - CONCRETE**	**5,770,178**			**2,276,954**
33000	●	Cast-In-Place Concrete	5,683,578	Big-D Concrete	8	1,412,834
33004	●	Site Concrete	86,600	Innovative Concrete	7	864,120
40000		**DIVISION 04 - MASONRY**	**144,927**			**58,140**
40000	●	Masonry	144,927	BA Robinson	5	58,140
50000		**DIVISION 05 - METALS**	**723,186**			
51200	●	Structural Steel Framing	723,186	Sanpete Steel	5	
60000		**DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**	**37,956**			
61000	●	Rough Carpentry	37,956	Estimated Scope		
70000		**DIVISION 07 - THERMAL & MOISTURE PROTECTION**	**777,457**			**61,858**
71300	●	Sheet Waterproofing	13,209	Estimated Scope		30,208
74113	●	Metal Roofing at Elevator/Stairwells	21,760	Stout Roofing	3	
74116	●	Premanufactured Parking Canopies - Allowance	273,042	Custom Carport Designs	2	
74213	●	Metal Wall Panels	432,123	Western Building Group	2	
79200	●	Joint Sealants	26,570	Estimated Scope		31,650
79500	●	Expansion Control	10,753	CWC West	2	
80000		**DIVISION 08 - OPENINGS**	**10,041**			
81000	●	Doors And Frames	10,041	Beacon/Rex Williams	2	
90000		**DIVISION 09 - FINISHES**	**90,360**			
92900	●	Gypsum Board	63,380	Pete King	3	
99100	●	Painting	26,980	Pete King	2	
100000		**DIVISION 10 - SPECIALTIES**	**10,112**			
100000	●	Specialties	10,112	Star Sign	1	
110000		**DIVISION 11 - EQUIPMENT**	**28,300**			
111400	●	Pedestrian Control Equipment at South Bridge	28,300	Estimated Scope	1	
130000		**DIVISION 13 - SPECIAL CONSTRUCTION**				
130000		Special Construction - Lightning Protection	-----	INCL IN 260000		
140000		**DIVISION 14 - CONVEYING EQUIPMENT**	**147,300**			
142000	●	Elevators	147,300	Kone Elevators	3	
210000		**DIVISION 21 - FIRE SUPPRESSION**	**55,590**			
210000	●	Fire Suppression	55,590	Summit Fire	2	
220000		**DIVISION 22 - PLUMBING**	**75,900**			**60,150**
220000	●	Plumbing & HVAC	75,900	Paxman Heating & Cooling	7	60,150
260000		**DIVISION 26 - ELECTRICAL**	**770,500**			**37,000**
260000	●	Electrical	523,200	Wilkinson Electric	4	37,000
265200	●	Added LED Lighting at Parking Garage (Addendum #2)	247,300	Wilkinson Electric	4	
310000		**DIVISION 31 - EARTHWORK**	**350,175**			**412,147**
310000	●	Earthwork	350,175	Sunroc	6	412,147
320000		**DIVISION 32 - EXTERIOR IMPROVEMENTS**	**17,048**			**80,317**
320000	●	Exterior Improvements - City Hall Site - Plaza		Estimated Scope		26,375
321216	●	Asphalt Paving	17,048	Sunroc	3	53,942
		SUBTOTAL	**9,392,642**		75	**3,373,690**

Bonds & Insurance	Liability Insurance	86,065	30,913
	Builders Risk Insurance	6,653	2,390
	Payment & Performance Bond	57,729	23,061
	Subcontractor Default Insurance	EXCLUDED	EXCLUDED
Permits & Fees	Permits & Plan Check	0	0
	Impact Fees	0	0
Contingencies	Owner Contingency	0	0
	Contractor Contingency	303,759	109,103
	Design Contingency	0	0
	Escalation Contingency	0	0
Other	Warranty Reserve	15,188	5,455
	Testing & Inspections	0	0
	Design Fees	0	0
	Other Test	0	0
	Other Test	0	0
	Gross Receipts Tax	0	0
	SUBTOTAL	9,862,036	3,544,612
	Preconstruction Services	0	0
	Fee	263,258	92,160
	TOTAL	**10,125,294**	**3,636,772**
	Previous Bid Pkg. #2 Total:	436,818	950,066
	Current Grand Totals:	**$ 10,562,112**	**$ 4,586,838**
		PARKING GARAGE	**CITY HALL**

Agenda Date: 11/02/2023 **Agenda Item Number:** 3f

Subject:

Consider approval of an amendment to the Construction Management/General Contractor (CMGC) contract with Big-D Construction for the City Hall footings, foundation and concrete construction phase.

Item at-a-glance:

Staff Contact: Marc Mortensen

Applicant Name: Marc Mortensen

Reference Number: N/A

Address/Location:

61 South Main Street

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

On September 14, 2023 the City Council approved the site work portion of construction for the new City Hall. This is a continuation of that construction and includes all concrete (footings, foundation and flatwork) work associated this phase of construction. Structure.

Staff Narrative (need/purpose):

The City had three concrete contractors bid the project. All bids were opened at the same time with City staff present. Big-D Construction is the low bid at $3,636,772. This includes footings, foundation and all flat work associated with City Hall at Town Square.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $3,636,772

Amount approved in current FY budget for item: $3,800,000

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 and Sales Tax Bond 2023.

Recommendation (Include any conditions):

Staff recommends approval

Bid Summary - Bid Pkg. #3 - Rev.1

St. George City Hall - Bid Pkg. #3
St. George City Hall - Bid Pkg. #3
BLDG SF: [redacted] (Parking Garage)
SITE SF: [redacted] (Parking Garage)
BLDG $ / SF: [redacted] (Parking Garage)
SITE $ / SF: [redacted] (Parking Garage)

BIG-D CONSTRUCTION

October 27, 2023

CODE	LINK	DESCRIPTION	PARKING GARAGE	SUB / SUPPLIER	# OF BIDS	Alt 1 CITY HALL - Bid Pkg. #3
10000		**DIVISION 01 - GENERAL REQUIREMENTS**	**373,743**			**371,260**
10000	●	General Requirements	333,743	Estimated Scope	1	331,260
10003	●	Weather Conditions	40,000	Estimated Scope		40,000
20000		**DIVISION 02 - EXISTING CONDITIONS**	**9,870**			**15,864**
22100	●	Surveying	9,870	R&B Surveying	2	15,864
30000		**DIVISION 03 - CONCRETE**	**5,770,178**			**2,276,954**
33000	●	Cast-In-Place Concrete	5,683,578	Big-D Concrete	8	1,412,834
33004	●	Site Concrete	86,600	Innovative Concrete	7	864,120
40000		**DIVISION 04 - MASONRY**	**144,927**			**58,140**
40000	●	Masonry	144,927	BA Robinson	5	58,140
50000		**DIVISION 05 - METALS**	**723,186**			
51200	●	Structural Steel Framing	723,186	Sanpete Steel	5	
60000		**DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**	**37,956**			
61000	●	Rough Carpentry	37,956	Estimated Scope		
70000		**DIVISION 07 - THERMAL & MOISTURE PROTECTION**	**777,457**			**61,858**
71300	●	Sheet Waterproofing	13,209	Estimated Scope		30,208
74113	●	Metal Roofing at Elevator/Stairwells	21,760	Stout Roofing	3	
74116	●	Premanufactured Parking Canopies - Allowance	273,042	Custom Carport Designs	2	
74213	●	Metal Wall Panels	432,123	Western Building Group	2	
79200	●	Joint Sealants	26,570	Estimated Scope		31,650
79500	●	Expansion Control	10,753	CWC West	2	
80000		**DIVISION 08 - OPENINGS**	**10,041**			
81000	●	Doors And Frames	10,041	Beacon/Rex Williams	2	
90000		**DIVISION 09 - FINISHES**	**90,360**			
92900	●	Gypsum Board	63,380	Pete King	3	
99100	●	Painting	26,980	Pete King	2	
100000		**DIVISION 10 - SPECIALTIES**	**10,112**			
100000	●	Specialties	10,112	Star Sign	1	
110000		**DIVISION 11 - EQUIPMENT**	**28,300**			
111400	●	Pedestrian Control Equipment at South Bridge	28,300	Estimated Scope	1	
130000		**DIVISION 13 - SPECIAL CONSTRUCTION**				
130000		Special Construction - Lightning Protection	-----	INCL IN 260000		
140000		**DIVISION 14 - CONVEYING EQUIPMENT**	**147,300**			
142000	●	Elevators	147,300	Kone Elevators	3	
210000		**DIVISION 21 - FIRE SUPPRESSION**	**55,590**			
210000	●	Fire Suppression	55,590	Summit Fire	2	
220000		**DIVISION 22 - PLUMBING**	**75,900**			**60,150**
220000	●	Plumbing & HVAC	75,900	Paxman Heating & Cooling	7	60,150
260000		**DIVISION 26 - ELECTRICAL**	**770,500**			**37,000**
260000	●	Electrical	523,200	Wilkinson Electric	4	37,000
265200	●	Added LED Lighting at Parking Garage (Addendum #2)	247,300	Wilkinson Electric	4	
310000		**DIVISION 31 - EARTHWORK**	**350,175**			**412,147**
310000	●	Earthwork	350,175	Sunroc	6	412,147
320000		**DIVISION 32 - EXTERIOR IMPROVEMENTS**	**17,048**			**80,317**
320000	●	Exterior Improvements - City Hall Site - Plaza		Estimated Scope		26,375
321216	●	Asphalt Paving	17,048	Sunroc	3	53,942
		SUBTOTAL	**9,392,642**		75	**3,373,690**

Bonds & Insurance	Liability Insurance	86,065	30,913
	Builders Risk Insurance	6,653	2,390
	Payment & Performance Bond	57,729	23,061
	Subcontractor Default Insurance	EXCLUDED	EXCLUDED
Permits & Fees	Permits & Plan Check	0	0
	Impact Fees	0	0
Contingencies	Owner Contingency	0	0
	Contractor Contingency	303,759	109,103
	Design Contingency	0	0
	Escalation Contingency	0	0
Other	Warranty Reserve	15,188	5,455
	Testing & Inspections	0	0
	Design Fees	0	0
	Other Test	0	0
	Other Test	0	0
	Gross Receipts Tax	0	0
	SUBTOTAL	9,862,036	3,544,612
	Preconstruction Services	0	0
	Fee	263,258	92,160
	TOTAL	**10,125,294**	**3,636,772**
	Previous Bid Pkg. #2 Total:	436,818	950,066
	Current Grand Totals:	**$ 10,562,112**	**$ 4,586,838**
		PARKING GARAGE	**CITY HALL**

Brian Hatch

From: Joseph.zbc@cpaz.net
Sent: Monday, October 23, 2023 9:48 AM
To: Brian Hatch
Cc: Ben Williams
Subject: RE: St. George City Hall & Parking Structure - Bid Pkg. #3 - remaining Civil, A
Attachments: ST GEORGE TOWN HALL PARKING GARAGE.pdf; ST GEORGE TOWN HALL CONCRETE WORK.pdf; ST GEORGE CITY HALL & PARKING GARAGE SUPPLEMENTAL INFORMATION.pdf

Caution: External (joseph.zbc@cpaz.net)

Graymail Details

Report This Email FAQ Send Encrypted Mail

Brian,
Please review the attached bid and let me know if you have any questions. We appreciate the extra time to complete our number.
We look forward to working with you on this project.
Thanks,

JOSEPH HAMMON
MOUNTAIN STATES CONTRACTORS
310 WEST TOWNSHIP
P O BOX 3039
COLORADO CITY, AZ 86021
CELL: (435) 691-4062
TEL: (928) 875-2611

From: Ben Williams <notifications@com2.smartbidnet.com>
Sent: Thursday, October 19, 2023 5:02 PM
To: joseph.zbc@cpaz.net
Subject: St. George City Hall & Parking Structure - Bid Pkg. #3 - remaining Civil, A

If this link does not work, please go to https://securecc.smartbidnet.com/LADL and enter the access key: c3f5185ed463022
Yes, I'll Bid All Codes | No, I Won't Bid this Job | Click Here to View the Project

You are being invited by

MOUNTAIN STATES CONTRACTORS INC,
256 West 100 South
Hurricane, Utah 84737
Ph: (435) 635-4068 Fax: (435) 635-4137

BID

Bid #	2023083
Date:	10/23/23

CONTRACTOR INFORMATION		JOB INFORMATION	
Company:	BIG-D CONSTRUCTION	Job Name:	ST GEORGE TOWN HALL
Contact:			PARKING GARAGE
Fax:		Job Location:	ST GEORGE, UT
Email:			

Architectural drawings dated: BID SET10/3/2023
Structural drawings dated: BID SET 10/3/2023
Civil Drawings dated: 8/16/2023
Addenda noted: 1

DESCRIPTION	RATE	QUANTITY	TOTAL
PRELIMINARY BID INCLUDES ALL LABOR AND MATERIAL NEEDED TO COMPLETE THE CONCRETE WORK DESCRIBED BELOW PER THE PLANS NOTED ABOVE.			
GARAGE BUILDING CONCRETE WORK			$ 4,862,209.00
REINFORCING & PT MATERIAL SUPPLY			$ 781,000.00
REINFORCING & PT INSTALLATION			$ 474,000.00
SITE CONCRETE WORK			$ 97,213.00
SITE REINFORCING			$ 3,500.00
OPTION TO SUPPLY AND PLACE 15MIL VAPOR BARRIER	$25,166.00		
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 $82.00 PER MAN HOUR PLUS MATERIALS			
	BID TOTAL		**$ 6,217,922.00**

I accept bid, authorize work and purchase of materials.

DATE _____ SIGNATURE _____

Thank you!

MOUNTAIN STATES CONTRACTORS INC,
256 West 100 South
Hurricane, Utah 84737
Ph: (435) 635-4068 Fax: (435) 635-4137

BID

Bid #	2023082
Date:	10/23/23

CONTRACTOR INFORMATION		JOB INFORMATION	
Company:	BIG-D CONSTRUCTION	Job Name:	ST GEORGE TOWN HALL
Contact:			
Fax:		Job Location:	ST GEORGE, UT
Email:			

Architectural drawings dated: BID SET 10/5/2023
Structural drawings dated: BID SET 10/3/2023
Civil Drawings dated: 8/16/2023
Addenda noted: 1

DESCRIPTION	RATE	QUANTITY	TOTAL
PRELIMINARY BID INCLUDES ALL LABOR AND MATERIAL NEEDED TO COMPLETE THE CONCRETE WORK DESCRIBED BELOW PER THE PLANS NOTED ABOVE.			
BUILDING CONCRETE WORK			$ 1,248,203.00
REINFORCING MATERIAL SUPPLY			$ 116,000.00
REINFORCING INSTALLATION			$ 79,000.00
SITE CONCRETE WORK			$ 844,736.00
REINFORCING MATERIAL SUPPLY			$ 10,500.00
OPTION TO SUPPLY AND PLACE 15MIL VAPOR BARRIER	$39,670.00		
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 $82.00 PER MAN HOUR PLUS MATERIALS			
	BID TOTAL		**$ 2,298,439.00**

I accept bid, authorize work and purchase of materials.

DATE _____ SIGNATURE _____

Thank you!

ST. GEORGE CITY HALL & PARKING GARAGE

MOUNTAIN STATES CONTRACTORS, INC.

P.O. Box 3039 Colorado City, AZ 86021

Mountain States Contractors, Inc. agrees to and will meet Big-D Constructions Pre-Qualification Requirements

EMOD RATE: 1.72

EMR: 1.72

BOND RATE: 4%

ANTICIPATED DURATION FOR CITY HALL BUILDING: 8 months

ANTICIPATED DURATION FOR PARKING GARAGE: 11 months

SIMILAR PROJECTS:

PROJECT NAME: Washington County Parking Garage	**DESCRIPTION:** 170,000 sq. ft. parking garage	**DATE COMPLETED:** 2023
CONTACT: Watts Construction	**CONTACT ADDRESS:** 251 Hilton Drive, St George UT 84770	**TELEPHONE:** 435-673-9096

PROJECT NAME: DSU Science & Engineering Building	**DESCRIPTION:** 120,000 sq. ft. classroom building on DSU Campus	**DATE COMPLETED:** 2022
CONTACT: Jacobsen Construction	**CONTACT ADDRESS:** P.O. Box 27608 Salt Lake City, UT 84127-0608	**TELEPHONE:** 801-983-5181

PROJECT NAME: DXTAC St. George, UT	**DESCRIPTION:** 150,000 sq. ft. campus building	**DATE COMPLETED:** 2017
CONTACT: Layton Construction	**CONTACT ADDRESS:** 9090 S Sandy Parkway, Sandy UT 84070	**TELEPHONE:** 8001-568-9090

Brian Hatch

From: Zach Carroll <zach@cornerstoneconcrete.us>
Sent: Monday, October 23, 2023 9:55 AM
To: Brian Hatch; Ben Williams
Subject: St George City Hall
Attachments: St. George City Hall.pdf

Caution: External (zach@cornerstoneconcrete.us)

First-Time Sender Details

Report This Email FAQ Send Encrypted Mail

Hello Brian/Ben,

Please see our proposal for the St. George City Hall project. This bid includes rebar, PT cables and shoring necessary for this project.

Emod Rate: .82
Duration for City Hall: 15 weeks
Duration for Parking Structure: 46 weeks

I will follow up this email with projects/references.

Let me know if you have any questions.

Thanks,

Zachary Carroll
Estimator

CORNERSTONE CONCRETE

Office: 801-331-8948
Mobile: 801-230-6566
Email: *zach@cornerstoneconcrete.us*

The information contained in this message and any attachment may be proprietary, confidential, and privileged or subject to the work product doctrine and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this message and deleting it and all copies and backups thereof.

CORNERSTONE CONCRETE

BID PROPOSAL

Date: 10/23/2023
Job: St. George City Hall
To: Big-D Construction
Attn: Ben Williams

POC: Zachary Carroll
Ph: (801) 331-8948
Fax: (801) 331-8749

Proposal is based on structural plans dated 10/13/2023
Cornerstone Concrete did receive specifications with the bid documents.
Addenda noted: 1
Project Address: 61 South Main St. St. George, UT
Concrete cost escalation after 12/31/2024.
Rebar supply pricing is valid for 15 days.
Overall pricing valid for 30 days.

Parking Structure:	**$**	**5,733,537.00**
City Hall:	**$**	**1,245,229.00**
Performance Bond:	**$**	**49,558.00**
Site:		***Not Included***
TOTAL:	**$**	**7,028,324.00**

SCOPE OF WORK

Parking Structure

Footings		Foundation	
FC2.0	212.9 LF	CW-8A - 1'-0"	92.06 LF
FC2.5	55.66 LF	CW-8A - 4'-0"	46.44 LF
FC3.0	53.35 LF	CW-8A - 6'-2"	56.67 LF
FC14.0A	108.5 LF	CW-8A - 10'-0"	247.4 LF
FC18.0A	108.1 LF	CW-8A - 11'-0"	62.23 LF
FS3.0	2 EA	CW-8A - 13'-0"	92.41 LF
FS4.0	1 EA	CW-8B - 4'-0"	511.1 LF
FS4.5	3 EA	CW-10A - 3'-0"	186.3 LF
FS5.0	2 EA	CW-10A - 4'-0"	28.43 LF
FS5.5	1 EA	CW-10A - 6'-2"	53.75 LF
FS6.0	2 EA	CW-10A - 11'-0"	21.47 LF
FS6.5	6 EA	CW-10A - 15'-0"	2.96 LF
FS7.0	4 EA	CW-10C - 2'-0"	13.3 LF
FS8.0	3 EA	CW-10C - 5'-0"	89.46 LF
FS8.5	1 EA	CW-10C - 8'-0"	10.66 LF
FS8.5x6	1 EA	CW-10C - 10'-0"	59.14 LF
FS9.0	3 EA	CW-10C -11'-0"	8.08 LF
FS9.5	5 EA	CW-12A - 5'-0"	56.12 LF
FS10.0	3 EA	CW-12A - 10'-0"	112.1 LF
FS10.5	3 EA	CW-12A -11'-0"	64.04 LF
FS11.0	4 EA	CW-14A - 4'-0"	60.59 LF
FS11.5	1 EA	CW-14A - 10'-0"	121 LF
Elevator Mat Footing	201.9 SF	CRW-8A	122.9 LF

CRW-8A Footing	83.18	LF
CRW-10A Footing	140.9	LF
CRW-10B Footing	56.64	LF
CRW-10C Footing	147.9	LF
CRW-10E Footing	173.3	LF
CRW-14A Footing	0	SF
CRW-14B Footing	28.27	LF
CRW-14C Footing	14.02	LF
CRW-14D Footing	9.78	LF
Footing Step	44	EA
Sump Pit	1	EA
Bolt Template Placement	12	EA
Non-Shrink Grout	12	EA

Slab On Grade

5" Reinforced Slab On Grade	27834	SF
5" Pour Back Strip	1466	SF
Sawcutting	5860	LF
Thickened Slab Footing	10.34	LF
Diamond Blockout/Pourback	53	EA

PT Deck

7.5" PT Slab	77595	SF
7.5" PT Pourback Strip	971.2	SF
CB-15A	2493	LF
CB-12A	236.3	LF
7.5" Edge Forming	3898	LF
Cable Heads	2257	EA
Grout PT Ends	2257	EA
Slip Condition	235	LF
Hold Down/Embed Placement	360	EA
PT Install	78566	SF
PT Sheeting	78566	SF
Shoring	79003	SF
Reshoring	64003	SF
Plywood	1234	EA

CRW-10A	116.8	LF
CRW-10B	47.95	LF
CRW-10C	147.9	LF
CRW-10E	169.4	LF
CRW-14A	108.5	LF
CRW-14B	37.68	LF
CRW-14C	13.99	LF
CRW-14D	30.4	LF
CC-16x24A - 5'-0"	50	EA
CC-16x24A - 8'-0"	1	EA
CC-16x24A - 10'-0"	95	EA
CC-16x24A - 11'-0"	40	EA
CC-16x24A - 13'-0"	6	EA
CP-18A - 11'-0"	5	EA
In Wall Pier	30	EA
Corner	134	EA
Tall Corner	102	EA
Blockout	2	EA
Door/Window Opening	24	EA
Chamfer	4204	LF
Reveal	1051	LF
Embed Placement	1	EA
Vehicle Barrier Cable	30000	LF

Suspended Slab

8" Suspended Slab	172.2	SF
6" Suspended Slab	264.9	SF
Edge Forming	81.45	LF
8" Edge Forming	149.2	LF

City Hall Building

Footings

FC2.0	354.2	LF
FC3.0	180.3	LF
FC12.0	37.12	LF
FC14.0	170	LF
FC18.0	72.37	LF
FS3.0	5	EA
FS4.0	6	EA
FS5.0	9	EA
FS6.0	12	EA
FS7.0	6	EA
FS7.5A	4	EA
FS8.0	7	EA
FS9.0	1	EA
FS11.0A	8	EA
Elevator Mat Footing	401.2	SF

Foundation

CW-12A - 4'-0"	45.83	LF
CW-14A - 1'-0"	541.5	LF
CW-14A - 4'-0"	229.9	LF
CP-18A - 1'-0"	16	EA
CP-18A - 4'-0"	8	EA
CP-24X53A - 4'-0"	2	EA
CP-32X53A - 4'-0"	2	EA
Corner	64	EA
Blockout	26	EA
Chamfer	1337	LF

Slab On Grade

4" Reinforced Slab On Grade	30308	SF
Sawcutting	6062	LF
Thickened Slab Footing	159.9	LF

Sump Pit	2	EA
Footing Step	18	EA
Bolt Template Placement	57	EA
Non-Shrink Grout	57	EA
BFC Bolt Template Placement	24	EA
BFC Non-Shrink Grout	24	EA
BFC Shear Lug Blockout	24	EA

Slab On Deck

3.25" SOMD (6.25" Overall)	47074	SF
Stair Pans	1130	SF
Stair Landing	444.4	SF
Depressed Slab Edge	461.3	LF
Diamond Blockout/Pourback	81	EA
Vapor Barrier Materials	18.3	EA
Vapor Barrier Labor	30308	SF
Vapor Barrier Tape	36.6	EA

Suspended Slab

8" Suspended Slab	612.5	SF
Edge Forming	166.3	LF
Shoring	612.5	SF
Plywood	19.14	EA

Specific Exclusions: Site Concrete, Hold Down Anchor Bolt Supply, Bollard Placement, Waterstop,

UNLESS OTHERWISE SPECIFICALLY NOTED, THE FOLLOWING IS EXCLUDED:

Winter conditions (Hot water, additives, blanketing, tenting, heating, snow removal, extra labor).
Overtime pay.
Davis Bacon wages.
Excavation, grading, compaction, layout for excavation, temporary access roads.
Embeds, bollards, hold downs, j-bolts, anchor bolts, bolt templates, welding.
Install of hold down anchors/j-bolt placed in slab or thickened slab footings.
Any site work other than that listed under Scope of Work above.
Wet curing.
Joint sealant, waterproofing, dewatering.
Concrete hardeners, sealers, liquid densifiers, staining, polishing.
Placement or adjustment of drains, sleeves or other work of other trades.
Rigid insulation.
Supply or install of vapor barrier
Permits, fees, traffic control, or barricades necessary for lane closures required for trucks and pumps.
Precast concrete supply or placement.
Surveying, concrete testing, compaction testing, slab flatness testing, inspections.
Bid bond, performance bond, payment bond.
Concrete washout disposal, project dumpster, spoil removal, street cleaning.
Shoring or wall bracing for excavation or backfill.
Mechanical, electrical, plumbing blockouts.
Galvanizing or epoxy coatings for rebar, corrosion inhibitor in concrete mix.
Repair of damage to our work caused by others.
Liquidated and consequential damages.
Supply or install of gypcrete or light weight insulating concrete.
Rubbed finish walls, architectural walls.
Any work other than that listed under Scope of Work above.

Cornerstone Concrete is not responsible for moisture content in slabs at the time of floor covering.
Cornerstone is not responsible for installation or damage to underground/unseen utilities, cables, lines or piping.
Back charges must be reviewed and signed by an authorized Cornerstone Concrete employee.

Brian Hatch

From: Trent Murray
Sent: Monday, October 23, 2023 9:56 AM
To: Brian Hatch; Ben Williams
Cc: Nate Rideout; Josh Davis; Judd Bundy
Subject: St George City Hall and Parking Structure
Attachments: St. George City Hall Parking-Concrete Proposal_10.23.23.pdf

Report This Email

Brian and Ben,

Please see our attached proposal for this project. Please let us know if you have any questions.

Thanks,

TRENT MURRAY
CONCRETE PRECONSTRUCTION DIRECTOR

Big-D Construction
Salt Lake City, UT, 84101

O: +1 (801) 415-5939 | **M:** +1 (801) 381-9249
E: tmurray@big-d.com

BIG-D CONSTRUCTION

BIG-D.COM



BIG-D CONSTRUCTION

BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE

10-23-2023

CONCRETE ESTIMATE

BIG-D CONSTRUCTION

TABLE OF CONTENTS

1. PRICE PROPOSAL
- › Cost Estimate
- › Clarifications
- › Exclusions

2. SCHEDULES
- › City Hall Schedule
- › Parking Structure Schedule

3. QUALIFICATIONS
- › List of Past Projects
- › References

4. SAFETY & ADDITIONAL INFO
- › EMOD & Safety Program Summary

10-23-2023

CONCRETE ESTIMATE

BIG-D CONSTRUCTION

SECTION 1

PRICE PROPOSAL

BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE



Cost:

We are pleased to present the following concrete proposal for the St George City Hall and Parking Structure in St. George, Utah. This proposal is based on drawings titled “St. George City Hall” and “St. George Parking Structure with Addendum 1 along with specifications tilted “St. George Parking Structure”.

Our bid includes the following:

- City Hall
  - Building Footings.
  - Bridge Footings.
  - Install of Anchor bolts with provided templates.
  - Grouting of steel anchor bolts.
  - Concrete walls and piers.
  - Slab on grade with vapor barrier.
  - Slab on metal deck with lightweight concrete.
  - Bridge suspended slab.
  - Plaza Planter Walls ((4.1/L2.1), Runnel Footings & Walls (4.2/L2.1), Seat Walls (2.2/L2.0).
  - Tax.
- Parking Structure
  - Footings.
  - CIP Walls
  - Concrete Colimns.
  - Cable Barrier System, supplied and installed.
  - Hoisting and pumping for own work.
  - Lighting for early morning placements.
  - Hoisting for our own work.
  - Concrete Corrosion Inhibitor at CIP Walls, Columns and PT Slab
  - Reshoring for our scope and at pour back strips (45 days).
  - Tax.

Cost for this work

- **City Hall: Building: $1,304,329, Site: $156,074, Bridge $45,227**
- **Parking Structure: $5,495,055, Site: $79,952**

Alternates:

- **Corrosion Inhibitor not required at Parking Structure – Deduct $111,442**
- **If garage footing at grid C.5 is a FC14.0A per the callout. – Deduct $45,910**
- **Include sawcutting of slab on metal deck – Add $11,027**

Clarifications:

- It is assumed the garage footing at grid C.5 (~3 to 6 line) is an FC18.0A instead of the callout of FC14.0A. The footings scales to 18’ wide.
- Price includes the corrosion inhibitor for the walls, columns, and PT slab in our base bid. Please see the alternate if not required.
- Price includes concrete filled pan stairs at the parking structure. This is per detail A2/AE453.
- Cable barrier at the garage has been included as galvanized in lieu of the specified zinc coated.
- There were no specifications for City Hall Building. Followed as per drawings.
- City Hall site walls were priced per the landscape drawings.



BIG-D CONSTRUCTION

Big-D Construction
404 West 400 South | Salt Lake City, UT 84101 | P 801.415.6000 | F 801.415.6900 | www.big-d.com

Exclusions:

- Any site concrete flatwork, stairs, bollards, pads and curbs.
- Concrete washout.
- Floor sealer.
- Dumpster
- Supply of Halfen anchors for metal panel system.
- Steel and cable railing at garage pedestrian ramp.
- Steel column mid supports for cable barrier.
- Precast stair treads.
- Perimeter fall protection once formwork is removed.
- Temporary stairs.
- Masonry reinforcing.
- PT crack repair allowance per note 15 in the “Post-Tensioned Concrete” section of the general structural notes. (Sheet S002).
- Guardrail at vehicle barriers. This includes embeds, core drilling, etc.
- Detail A3/AE521, does not appear to apply to this project.
- Vapor barrier at parking structure slab on grade.
- Expansion joint at bridge.
- Grating supply or install at ventilation well.
- Flagpole base.
- Relocation of ATM.
- Epoxy coated slab reinforcement at parking structure slabs (ref: details 15&16/S401).
- Sawcutting control joints in the slab on metal deck (not sure if slabs are exposed).
- Capping the tunnel as per detail C2/AS501.
- Weather Conditions.
- Stone cap on detail 2.2 on L2.0
- Amphitheater Seating
- Planter Curbs

BIG-D CONSTRUCTION

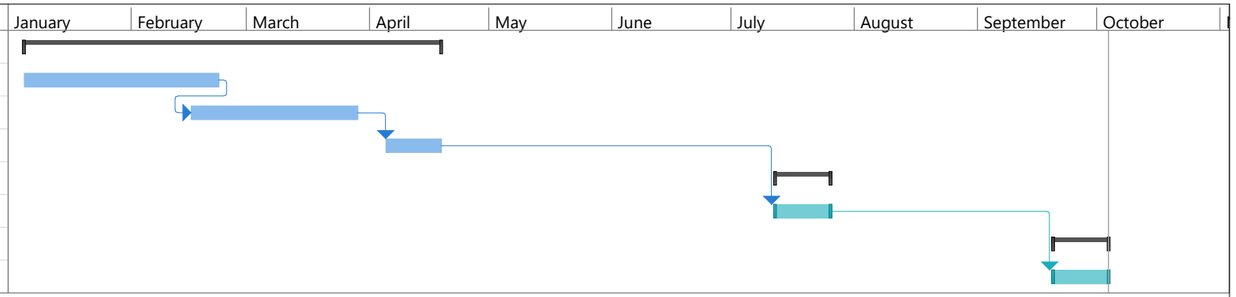
SECTION 2
SCHEDULES



BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE

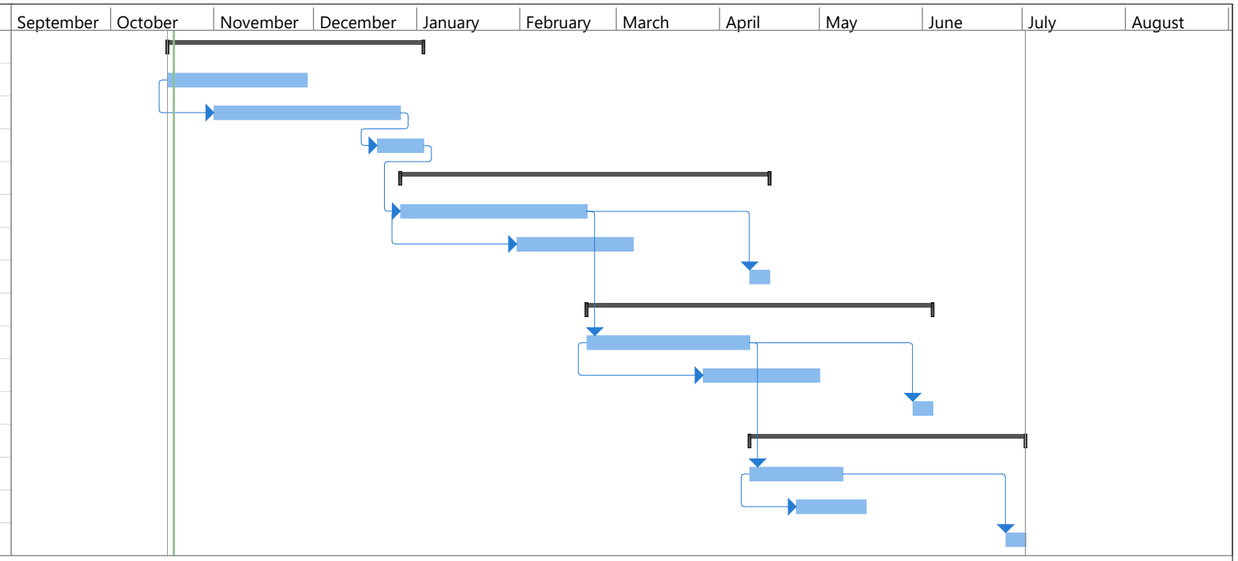
ID	Task	Task Name	Duration	Start	Finish	Predecessors
1		**Level 1**	**75 days**	**Fri 1/5/24**	**Thu 4/18/24**	
2		Footings (Crew 5*5sf/mh)	35 days	Fri 1/5/24	Thu 2/22/24	
3		CIP Walls (Crew 4*5sf/mh)	30 days	Fri 2/16/24	Thu 3/28/24	2FS-5 days
4		Slab on grade	10 days	Fri 4/5/24	Thu 4/18/24	3FS+5 days
5		**Level 2**	**10 days**	**Fri 7/12/24**	**Thu 7/25/24**	
6		Level 2 Slab on Metal	10 days	Fri 7/12/24	Thu 7/25/24	4FS+60 days
7		**Level 3**	**10 days**	**Fri 9/20/24**	**Thu 10/3/24**	
8		Level 3 Slab on Metal Deck	10 days	Fri 9/20/24	Thu 10/3/24	6FS+40 days



Project: St George City Hall
Date: Fri 10/20/23

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ID	Task	Task Name	Duration	Start	Finish	Predecessors
1		**Level 1**	**55 days**	**Wed 10/18/23**	**Tue 1/2/24**	
2		Footings (Crew 8*5sf/mh)	30 days	Wed 10/18/23	Tue 11/28/23	
3		CIP Walls & Columns (Crew 14*5sf/m	40 days	Wed 11/1/23	Tue 12/26/23	2SS+10 days
4		Slab on grade	10 days	Wed 12/20/23	Tue 1/2/24	3FS-5 days
5		**Level 2**	**79 days**	**Wed 12/27/23**	**Mon 4/15/24**	
6		PT Slab 2 (Crew 8*15sf/mh)	40 days	Wed 12/27/23	Tue 2/20/24	4FS-5 days
7		CIP Walls 2 (Crew 10*5sf/mh)	25 days	Wed 1/31/24	Tue 3/5/24	6SS+25 days
8		Level 2 Pourback	4 days	Wed 4/10/24	Mon 4/15/24	6FS+35 days
9		**Level 3**	**74 days**	**Wed 2/21/24**	**Mon 6/3/24**	
10		PT Slab 3 (Crew 8*15sf/mh)	35 days	Wed 2/21/24	Tue 4/9/24	6
11		CIP Walls 3 (Crew 10*5sf/mh)	25 days	Wed 3/27/24	Tue 4/30/24	10SS+25 days
12		Level 3 Pourback	4 days	Wed 5/29/24	Mon 6/3/24	10FS+35 days
13		**Level 4**	**59 days**	**Wed 4/10/24**	**Mon 7/1/24**	
14		PT Slab 4 (Crew 8*15sf/mh)	20 days	Wed 4/10/24	Tue 5/7/24	10
15		CIP Walls 4 (Crew 5*5sf/mh)	15 days	Wed 4/24/24	Tue 5/14/24	14SS+10 days
16		Level 4 Pourback	4 days	Wed 6/26/24	Mon 7/1/24	14FS+35 days



Project: St George City Hall Par
Date: Fri 10/20/23

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

BIG-D CONSTRUCTION

SECTION 3
QUALIFICATIONS



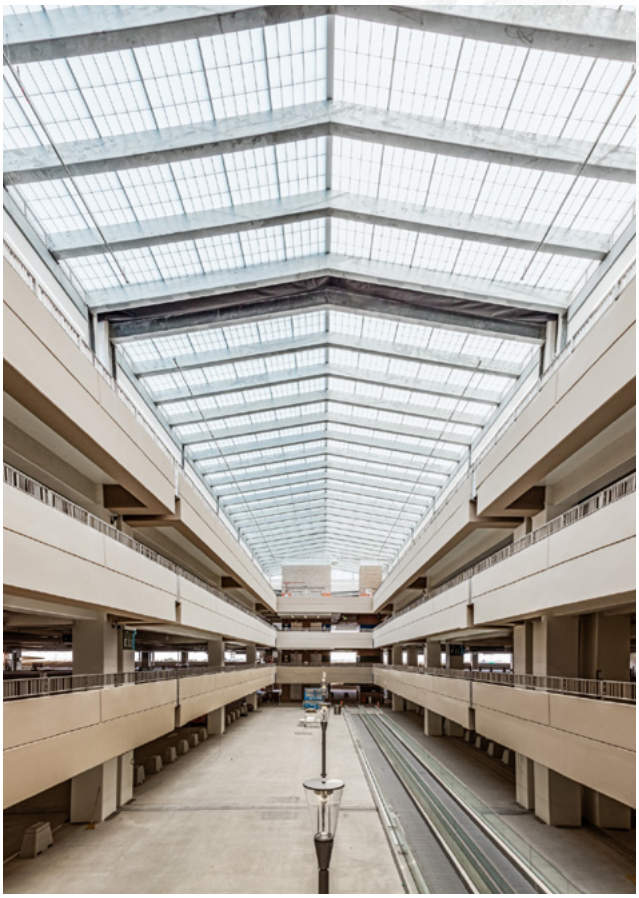
BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE

SELECTED LIST OF PROJECTS W/ PARKING







SALT LAKE CITY AIRPORT REDEVELOPMENT PARKING STRUCTURE

PROJECT NAME	LOCATION	LEVELS	STALLS
505 Wakara Way Office Building	Salt Lake City	1	60
Ancestry.com Corporate Office Building	Lehi	2	877
Blue Cross Blue Shield of Utah	Salt Lake City	2	400
Broadway Parking Garage	Salt Lake City	7	472
Canyon Centre Parking Structure	Cottonwood Heights, UT	3	415
Cornerstone at Cottonwood Corporate Center	Cottonwood Heights	3	835
Cornerstone at Cottonwood Corporate Center Phase II	Cottonwood Heights	3	418
Cornerstone at Cottonwood Phase I	Cottonwood Heights	2	417
Cottonwood Corporate Center Building 10	Salt Lake City	2	370
Cottonwood Corporate Center Buildings 8 & 9	Salt Lake City	2	1040
Cottonwood Highland Apartments	Millcreek	2	275
CV2 Apartments	Eagan (MN)	3	181
Downtown 360 Apartments Concrete & Parking Structure	Salt Lake City	2	231
Employment Security Administration Building	Salt Lake City	3	125
Gatsby Apartments	Minneapolis	2	258

SELECTED LIST OF PROJECTS W/ PARKING

PROJECT NAME	LOCATION	LEVELS	STALLS
Hardware Village Apartments	Salt Lake City	7	375
Legacy Village & Wilmington Gardens Parking Garage	Salt Lake City	4	560
Logan Regional Hospital Parking Structure	Logan	4	496
Marriott at City Center	Salt Lake City	3	274
Midtown 360 Apartments Northwest Building	Orem	2	240
Midtown 360 North Tower	Orem	2	195
Mountain America Credit Union Corporate Office	West Jordan	2	311
Myriad Genetics Office Core & Shell and Underground Parking	Salt Lake City	2	221
Newpark Terrace Phase I	Park City	2	514
Newpark Town Center and Parking Structure	Kimball Junction	2	334
NuSkin International Office & Parking Terrace	Provo	5	320
Park Avenue Apartments	Salt Lake City	3	261
Park Avenue Mixed-Use Development	Salt Lake City	3	1200
Provo Town Square Parking Garage	Provo	2	300
Salt Lake City International Airport Parking Garage	Salt Lake City	5	3,600
Salt Lake City Public Library	Salt Lake City	2	630
Salt Lake City School District Administrative Building	Salt Lake City	2	200
Scott M. Matheson Courthouse Utah Third District Court	Salt Lake City	3	603
Siena Apartments	St. Louis Park	1	190
St. Mark's Hospital Women's Pavilion	Salt Lake City	1	119
St. Mark's Hospital Parking Structure	Salt Lake City	4	620
Brigham City Utah LDS Temple	Brigham City	2	224
Ogden Utah LDS Temple & Tabernacle Renovation	Ogden	2	464
Towne Ridge Parking Garage	Sandy	4	1092
University of Utah Eccles Health Sciences Education Building	Salt Lake City	1	110
University Place Mall North Tower Parking Structure	Orem	5	1280
Utah State Retirement Board	Salt Lake City	2	240
Utah Valley Hospital Outpatient Center & Parking Structure	Provo	3	571
Utah Valley Hospital Women's & Children's Parking Structure	Provo	3	580
Vivint Phase 2 Office Building	Provo	1	218
Weber Center Parking Garage Remodel	Ogden	3	174
Westminster On The Draw Student Apartments & Mixed-Use	Salt Lake City	5	294
Woodlands Business Park Office Tower IV Parking Structure	Salt Lake City	3	802
Xactware Office Core & Shell and Parking Structure	Lehi	2	580

PROJECT REFERENCES



SLC AIRPORT PARKING GARAGE

Contact:
Mike Williams
Airport Redevelopment Program Director
SLC Department of Airports
678-662-5677
mike.williams@slcgov.com



CANYON CENTRE PARKING GARAGE

Contact:
Chris McCandless
President
CW Management Corp.
801-984-5770
chris@cwmcorp.com



POST DISTRICT MIXED-USE

Contact:
Ben Lowe
Owner's Rep
Lowe Property Group
801-582-3188
blowe@loweprop.com



MOMENTUM APARTMENTS

Contact:
Jeff Vitek
President & CEO
Boulder Ventures Development
801-483-1000
jeff.vitek@bvdincorp.com



FREEPORT WEST (MANY PROJECTS)

Contact:
Brad Ross
Executive Managing Director
Freeport West
801-977-6358
bross@freeportwest.com



I-215 COMMERCE CENTER

Contact:
George Arnold
Partner
Hamilton Partners, Inc.
847-269-4768
garnold@hpre.com

"Thank you so much for the phenomenal job you did on the Xactware project in Lehi. The teamwork and collaboration were truly amazing and we never could have accomplished it without the great team effort that was coordinated by Big-D Construction.

Our tenant is thrilled with the outcome and we've heard nothing but rave reviews!."

- Mike Batt, GBR Capital

"We are very happy with the concrete finishes on the floors and curb walls. These will be excellent from a food safety and cleanability standpoint.

We love the drain designs and adequate floor slopes, I think they will work fantastic for cleanup and for slip/trip safety.

This will definitely be a showcase plant for us, what an awesome build."

- Tyson Foods Facility Project Completion Tour Comments

BIG-D CONSTRUCTION

SECTION 4

SAFETY (& CURRENT EMR)



BIG-D CONSTRUCTION

ST. GEORGE CITY HALL & PARKING STRUCTURE

THE BIG-D WAY

PROJECT SAFETY

SAFETY

THE FOUNDATION WE BUILD ON



T Think Through the Hazard
H Hazard Recognition
I Identify the Risks
N Neutralize the Hazards
K Keep Safety First in All Tasks

THE CONSTRUCTION BUSINESS SHOULD NOT BE RISKY BUSINESS—NOT EVEN CLOSE.

Hence, Big-D Construction Corp. takes the safety of our workers and our job sites seriously. Our company's EMOD rate is .71—well below the national average of 1.0.

Why such good numbers? Each employee attends a mandatory Safety Orientation specific to your project prior to commencement of any work on the project. No ifs, ands, or buts. Moreover, all on-site employees attend a weekly site safety meeting.

Our subcontractors are trained on safe work methods and up-to-the-minute safety regulations for each project, too. The Big-D corporate safety officer and on-site safety coordinator cover all bases when it comes to safety on your job site.

WE PREFER TO TH!NK FIRST.

We use our heads before we use our hands and machinery. With that mandate in mind, our job sites and corporate facilities feature signs that tout our TH!NK process:

T–Think Through the Task
H–Hazard Recognition
I–Identify the Risks
N–Neutralize the Hazards
K–Keep Safety First in all Tasks

But TH!NK is more than a helpful motto. Our laser-like focus on safety also includes:

SAFETY SHARES: Before any project meeting begins, participants are encouraged to take turns communicating a safety concern that they have seen, heard about, or experienced.

SAFETY PLEDGE: Each employee fills out a personal safety pledge confirming their commitment and outlining how they plan on safely performing their work.

STAND-DOWNS: All activity related to a task is stopped if recognized as being performed unsafely. This may be any activity performed by an individual, company, or project-wide.

ROOT CAUSE ANALYSIS: Incident or near-miss reports are required so that we can avoid future incidents. It's called "learning from your mistakes." Perfection is the goal.

CORRECTIVE ACTION PLANS: We will re-TH!NK the task and prepare a new plan of action.

SAFETY ALERT BULLETINS: We publish what we have learned for the benefit of others.

YEARLY TRAINING REQUIREMENTS: All management-level employees (field and office) are required to attend 30 hours of OSHA training. No tardies or absences allowed.

DRUG TESTING: Pre-employment drug testing is required with random testing conducted monthly, so that a minimum of 25% of the project workforce is tested annually.

PERSONAL PROTECTIVE EQUIPMENT: Our required PPE includes a hard hat, safety glasses, steel-toed work boots, and high visible vests. Additional PPE may be worn, as the task requires.

DISASTER PLAN: A site-specific disaster plan or action is always created. Big-D maintains current emergency contact data for each employee and for our subcontractor's employees.

PRE-PROJECT REVIEW: Safety is step one. Our Field Safety Committee meets with each project team to review potential hazards and risks.

SUBCONTRACTOR SELECTION: Only subcontractors who view safety as a core value are selected. Each must attend preconstruction meetings and site safety training.

WEEKLY SAFETY MEETINGS: These meetings are held to discuss topics that pertain to the work currently being performed. Subcontractors are required to hold their own meetings and submit copies for verification of compliance.

HOUSEKEEPING: We're clean freaks. All job sites are required to be kept clean and organized. It's a matter of pride, as well as safety.

SITE INSPECTIONS: These detailed inspections are conducted frequently by our Site Safety Representative or HSE Superintendent, the Superintendent, Foreman, and Project Managers. During site inspections, all visitors are expected to follow stringent safety guidelines.

INJURY PREVENTION PROGRAM: We employ a written Injury and Illness Prevention Program and Hazardous Communication Program.

BIG-D
CONSTRUCTION

BIG-D.COM

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
AUGUST 17, 2023 3:00 P.M.
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 Downing
City Recorder Christina Fernandez
Deputy City Attorney Jami Brackin
Assistant City Attorney Ryan Dooley
Community Development Director Jim Bolser
Special Events Coordinator Sarah Reber
Executive Assistant Emilie Pinkelman

CALL TO ORDER:

Link to Mayor Randall calling the meeting to order: 00:00:00 [Recording 1]

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.

Link to motion: 00:00:05 [Recording 1]

MOTION:

A motion was made by Councilmember Larsen to adjourn to a closed meeting to discuss litigation.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

The meeting reconvened following the closed meeting.

DRAFT

DISCUSSION REGARDING PROPOSED CHANGES TO THE SPECIAL EVENT ORDINANCE:

Link to presentation from Community Development Director Jim Bolser, including discussion between Mayor Randall, the City Council, Deputy City Attorney Jami Brackin, City Attorney Tani Downing, City Manager John Willis, Special Events Coordinator Sarah Reber, and Mr. Bolser: 00:00:00 [Recording 2]

Agenda Packet [Page 7]

The meeting recessed for the regular meeting of the City Council; the work meeting reconvened following the regular meeting.

Link to the continued presentation from Community Development Director Jim Bolser, including discussion between Mayor Randall, the City Council, Deputy City Attorney Jami Brackin, City Attorney Tani Downing, City Manager John Willis, Special Events Coordinator Sarah Reber, Executive Assistant Emilie Pinkelman, Assistant City Attorney Ryan Dooley, and Mr. Bolser: 00:00:00 [Recording 3]

Councilmember Tanner left the meeting.

ADJOURN:

Link to motion: 01:00:30 [Recording 3]

MOTION:

A motion was made by Councilmember Hughes to adjourn.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
AUGUST 17, 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
City Attorney Tani Downing
City Recorder Christina Fernandez
Communications and Marketing Director David Cordero
Government Affairs Director Shawn Guzman
Fire Chief Robert Stoker
Airport Manager Rich Stehmeier
Planner Dan Boles
Planner Mike Hadley
Assistant Public Works Director Wes Jenkins
Planner Carol Winner

OTHERS PRESENT:

Marcie Gray
Members of the Elks Club
Committee Members for the 9/11 Commemorative Event
Applicant Ryan Thomas

CALL TO ORDER, INVOCATION AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Pastor Greg Wright with the Westside Baptist Church 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

Link to City Manager John Willis introducing the new Economic Development Director Chad Thomas and Mr. Thomas providing a brief background, including comments from the City Council: 00:01:58

MAYOR'S RECOGNITIONS AND UPDATES:

Read a Proclamation proclaiming September 21, 2023 as Recovery Day.

Link to Mayor Randall reading a proclamation proclaiming September 21, 2023 as Recovery Day, the proclamation was received by Marcie Gray: 00:04:22

Agenda Packet [Page 51]

Read a Proclamation proclaiming September 10-16, 2023 as National Patriotism Week.

DRAFT

Link to Councilmember Hughes reading a proclamation proclaiming September 10-16, 2023 as National Patriotism Week, the proclamation was received by members of the Elks Club: 00:06:55

Agenda Packet [Page 52]

Link to Communications and Marketing Director David Cordero and Government Affairs Director Shawn Guzman speaking about details for the 9/11 Commemoration Event: 00:09:50

Link to comments from Councilmember Larkin and her speaking about an award that the City recently received from the Governor's Office of Economic Opportunity: 00:18:35

Link to comments from City Manager John Willis regarding pulling item 3 from tonight's agenda: 00:21:50

CONSENT CALENDAR:

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

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

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

BACKGROUND and RECOMMENDATION: This purchase is for fire apparatus needed for new stations and replacement. Staff recommends the purchase of the trucks from Pierce Manufacturing/Siddons-Martin Emergency Group in the amount of $2,156.549.98.

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

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

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

DRAFT

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

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

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

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

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

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

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

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

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

DRAFT

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

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

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

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

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

BACKGROUND and RECOMMENDATION: This event started in 2017. The sponsorship includes: 1) Fee waiver for the Special Event Permit fee ($150/day); 2) Fee waiver for the park reservation ($400/day); 3) Setup big stage; 4) Extra trash cans and liners; 5) Firetruck and flag on display ($210/hour); and 6) St. George Police to provide a booth for interaction with public. Staff recommends approval.

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

Link to presentation from City Manager John Willis: 00:22:22

Agenda Packet [Page 53]

Link to motion: 00:22:40

MOTION:
A motion was made by Councilmember Larsen to remove items b, c, and f for further discussion.

SECOND:
The motion was seconded by Councilmember McArthur.

DRAFT

VOTE:

Mayor Randall called for a vote, as follows:

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 motion: 00:23:20

MOTION:

A motion was made by Councilmember McArthur to approve the consent calendar without items b, c, and f.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

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 discission between the City Council and Fire Chief Robert Stoker regarding items b and c: 00:23:35

Link to discussion between the City Council, Budget and Financial Planning Director Robert Myers, and Airport Manager Rich Stehmeier regarding item f: 00:36:00

Link to motion: 00:38:27

MOTION:

A motion was made by Councilmember Larsen to approve items b, c, and f.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

DRAFT

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

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

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

Link to presentation from Planner Dan Boles: 00:38:41

Agenda Packet [Page 389]

Link to motion: 00:40:43

MOTION:

A motion was made by Councilmember Larkin to approve the preliminary plat for the Desert Color Substation, a single lot subdivision on approximately 4.63 acres located to the west of Sage Haven Phase 8 at the end of Katydid Court.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

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

BACKGROUND and RECOMMENDATION: In 2022 (Case No. 2022-GPA-003) the City Council reviewed a General Plan Amendment for the Tonaquint Commercial and approved a Commercial area on 13.734 acres. In October 2022 (Case No. 2022-ZRA-003), there was a zoning regulation amendment for hobby garages approved as a permitted with standards. The intent at the time of the ZRA was to provide standards for hobby garages. The applicant worked with city staff to provide feedback on the permitted standards for hobby garages and is now coming back with

DRAFT

the zone change for hobby garages and RV Resort short term rental on this property. This zone change proposal is for 23 hobby garage units on 3.117 acres and Short-Term RV Resort with 99 total sites on 10.263 acres. The RV Resort will include 65 pull through RV sites, 20 back in sites, and 14 camping sites. The proposal includes a 2,200 sq. ft. building to check in lobby, office, game room, showers, laundry, and pet bathing area. At their meeting held on July 11, 2023, the Planning Commission held a public hearing and recommended approval with a vote of 5-1 with conditions.

Link to presentation from Planner Mike Hadley, including discussion between the City Council, applicant Ryan Thomas, City Manager John Willis, Assistant Public Works Director Wes Jenkins, and Mr. Hadley: 00:41:07

Agenda Packet [Page 303]

Link to motion: 00:51:14

MOTION:

A motion was made by Councilmember Larkin to approve Ordinance No. 2023-012 changing the zone from M & G (Mining & Grazing) to PD-C (Planned Development Commercial) on approximately 13.385 acres, with the conditions of the Planning Commission as follows: 1) a 6'4" solid fence shall be erected along all sides and rear property line located adjacent to any use for the RV Resort site; 2) dedicate 60' public road and at least 32' of pavement with curb and gutter with the plat; and 3) the northern portion (hobby garages) cannot be developed until all the land in Area 6 (Tortoise Reserve) is adjusted and the portion encroaching is taken out of Area 6.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

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

BACKGROUND and RECOMMENDATION: On May 6, 2004, the proposed property was approved as the Estrella PD-C (Planned Development Commercial) on the east side

DRAFT

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

Link to presentation from Planner Mike Hadley, including discussion between the City Council and Mr. Hadley: 00:52:20

Agenda Packet [Page 338]

Link to motion: 00:55:36

MOTION:

A motion was made by Councilmember Hughes to approve Ordinance No. 2023-013 amending an approved PD-C (Planned Development Commercial) on approximately 4.06 acres, located at Dixie Downs Rd and Snow Canyon Pkwy for the purpose of building three professional office buildings for a project to be known as Precision Professional Plaza, with conditions from the Planning Commission.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

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

BACKGROUND and RECOMMENDATION: This lot is a part of the River Crossing Planned Development. In 2016, The Boulder Creek Commons Planned Development was established with a general layout of the property and a use list (2015-ZC-035). Then in 2021, the name of this development name was changed to River Crossing and a conceptual site plan was approved. Prior to 2020, there was a limit of three drive-thrus allowed in this development; however, in 2020, that limit was removed,

DRAFT

and drive-thru standards were created and approved for this specific development. At their meeting held on July 25, 2023, the Planning Commission held a public hearing and recommended approval of this item with one condition, with a vote of 6-0 vote.

Link to presentation from Planner Carol Winner: 00:56:20

Agenda Packet [Page 361]

Link to motion: 01:02:05

MOTION:

A motion was made by Councilmember Hughes to approve Ordinance No. 2023-014 amending an approved PD-C (Planned Development Commercial) on approximately .86 acres, located on the southeast corner of River Road and George Washington Boulevard for the purpose of adding a 5,230 square foot restaurant for a project to be known as McDonald's, with a condition from the Planning Commission.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

APPOINTMENTS:

Appointments to Boards and Commissions of the City.

No appointments were made.

REPORTS AND UPDATES FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Councilmember Larkin: 01:02:50

Link to reports from Councilmember Hughes: 01:03:30

Link to reports from Councilmember McArthur: 01:04:10

Link to reports from Councilmember Larsen: 01:04:56

Link to reports from Councilmember Tanner: 01:06:20

DRAFT

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:

Link to motion: 01:07:06

MOTION:

A motion was made by Councilmember McArthur to adjourn and reconvene into the work meeting.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – 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
WORK MEETING
AUGUST 24, 2023 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Pro Tem Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner

EXCUSED:

Mayor Michele Randall

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Tani Downing
City Recorder Christina Fernandez
Deputy City Attorney Jami Brackin
Community Development Director Jim Bolser
Parks and Community Services Director Shane Moore
Special Events Coordinator Sarah Reber
Executive Assistant Emilie Pinkelman
Deputy Fire Chief Brad Esplin
Battalion Chief Coty Chadburn

CALL TO ORDER, INVOCATION AND FLAG SALUTE:

Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. The invocation was offered by Rabbi Helene Ainbinder with Beit Chaverim Jewish Community and The Pledge of Allegiance to the Flag was led by Deputy Fire Chief Brad Esplin.

Link to call to order, invocation, and flag salute: 00:00:00

DISCUSSION REGARDING PROPOSED CHANGES TO THE SPECIAL EVENT ORDINANCE:

Link to presentation from Community Development Director Jim Bolser, including discussion between the City Council, Deputy City Attorney Jami Brackin, Mayor Pro Tem Hughes, City Attorney Tani Downing, City Manager John Willis, Special Events Coordinator Sarah Reber, Parks and Community Services Director Shane Moore, and Mr. Bolser: 00:03:10

Agenda Packet [Page 3]

ADJOURN AND RECONVENE IN A REGULAR MEETING OF THE CITY COUNCIL:

Link to motion: 00:54:13

MOTION:

A motion was made by Councilmember Tanner to adjourn and reconvene in a regular meeting of the City Council.

SECOND:

The motion was seconded by Councilmember McArthur.

DRAFT

VOTE:

Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – 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
REGULAR MEETING
AUGUST 24, 2023 5:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Pro Tem Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner

EXCUSED:

Mayor Michele Randall

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Tani Downing
City Recorder Christina Fernandez
Deputy City Attorney Jami Brackin
Public Works Director Cameron Cutler
Assistant Public Works Director Wes Jenkins
Community Development Director Jim Bolser
Planner Mike Hadley
Deputy Fire Chief Brad Esplin
Battalion Chief Coty Chadburn

CALL TO ORDER:

Link to Mayor Pro Tem Hughes calling the meeting to order: 00:00:04

PUBLIC HEARING/RIGHT OF WAY EASEMENT VACATION/ORDINANCE:

Public hearing and consideration of Ordinance No. 2023-015 vacating an existing right of way easement for utilities located at between 600 South Street and 700 South Street and also 800 East Street and southbound I-15.

BACKGROUND and RECOMMENDATION: This easement was granted March 9, 1978 to the St. George Utility Commission a non-exclusive perpetual right of way easement for utilities and other incidental purposes. The Joint Utilities Commission recommended approval.

Link to presentation from Public Works Director Cameron Cutler, including discussion between Mayor Pro Tem Hughes, the City Council, and Mr. Cutler: 00:00:28

Agenda Packet [Page 22]

Link to public hearing: 00:10:24

Link to motion: 00:10:54

MOTION:

A motion was made by Councilmember Larsen to approve Ordinance No. 2023-015 vacating an existing right of way easement for utilities located

DRAFT

between 600 South Street and 700 South Street and also 800 East Street and southbound I-15.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Pro Tem Hughes called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

DEVELOPMENT AGREEMENT/ORDINANCE:

Consider approval of Ordinance No. 2023-011 approving a development agreement on approximately 1.0 acres located at 3681 South Mulberry Drive for the purpose of allowing the applicant to build a garage in Open Space zone in exchange for a sewer easement and drainage easement on the applicant's property to be granted to the City of St. George to be known as Eric Martin Development Agreement. Case No. 2023-DA-005

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

Link to presentation from Planner Mike Hadley, including discussion between City Manager John Willis, the City Council, Deputy City Attorney Jami Brackin, and Mayor Pro Tem Hughes: 00:11:45

Agenda Packet [Page 27]

Link to motion: 00:15:38

MOTION:

A motion was made by Councilmember Larkin to approve Ordinance No. 2023-011 approving a development agreement on approximately 1.0 acres located at 3681 South Mulberry Drive for the purpose of allowing the applicant to build a garage in Open Space zone in exchange for a sewer easement and drainage easement.

DRAFT

SECOND:
The motion was seconded by Councilmember Larsen.
VOTE:
Mayor Pro Tem Hughes called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:
Consider approval of Ordinance No. 2023-016 changing the zone from C-2 (Commercial) to PD-C (Planned Development Commercial) on approximately 2.83 acres located at 3270 East Flowers Way to build Fire Station #10 on the property. Case No. 2023-ZC-010

BACKGROUND and RECOMMENDATION: The property is currently zoned C-2. Fire Station #10 is proposing a training tower and storage facility on the site. The C-2 zoning allows for a height of 50'. The proposed training tower located at this site is 60' in height. The purpose for the 60' height is to train and certify firefighters. Changing the zone to PD-C will allow the Planning Commission and City Council to review a height greater than 50'. At their meeting on August 8, 2023, the Planning Commission held a public hearing and recommended approval with a vote of 6-0 and no conditions.

Link to presentation from Planner Mike Hadley, including discussion between Mayor Pro Tem Hughes, City Manager John Willis, Deputy Fire Chief Brad Esplin, and the City Council: 00:16:30

Agenda Packet [Page 80]

Link to motion: 00:19:44

MOTION:
A motion was made by Councilmember Larsen to approve Ordinance No. 2023-016 changing the zone from C-2 (Commercial) to PD-C (Planned Development Commercial) on approximately 2.83 acres located at 3270 East Flowers Way to build Fire Station #10 on the property.
SECOND:
The motion was seconded by Councilmember McArthur.
VOTE:
Mayor Pro Tem Hughes called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye

DRAFT

Councilmember McArthur – 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 AND UPDATES FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Councilmember Larkin: 00:20:40

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.

A closed meeting was not held.

ADJOURN:

Link to motion: 00:21:12

MOTION:

A motion was made by Councilmember McArthur to adjourn.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Pro Tem Hughes called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember McArthur – 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
REGULAR MEETING
SEPTEMBER 21, 2023 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen
Councilmember Michelle Tanner

EXCUSED:

Councilmember Jimmie Hughes

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Tani Downing
City Recorder Christina Fernandez
Parks and Community Services Director Shane Moore
Deputy Director of Arts Michelle Graves
Several staff members from Races and Marathon
Public Works Director Cameron Cutler
Planner Genna Goodwin
Energy Services Director Bryan Dial
Brian Jeppson with Energy Services
Assistant Public Works Director Wes Jenkins
Planner Mike Hadley
Planner Dan Boles

OTHERS PRESENT:

Several Scouts
Natalie Ashby with St. George Regional Hospital
Cyndi Gilbert with St. George Regional Hospital
Pamela Holiday and Members of the Washington County Youth Coalition
Applicant Bob Hermandson
Applicant Greg Cronin

CALL TO ORDER, INVOCATION AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Pastor Derek De Toni-Hill with Shepherd of the Hills United Methodist Church and The Pledge of Allegiance to the Flag was led by Scouts.

Link to call to order, invocation, and flag salute: 00:00:00

PROCLAMATION:

Read a proclamation proclaiming the 2023-2024 school year as Alcohol-Free School Year.

Link to students with the Washington County Youth Coalition reading a proclamation proclaiming the 2022-2023 school year as Alcohol-Free School Year: 00:02:59

Agenda Packet [Page 13]

DRAFT

PROCLAMATION:

Read a proclamation proclaiming October 7, 2023 as Marathon Day.

Link to Mayor Randall reading a proclamation proclaiming October 7, 2023 as Marathon Day; the Proclamation was accepted by staff members of Parks and Community Services: 00:08:28

Agenda Packet [Page 14]

ANNUAL UPDATE FROM THE ST. GEORGE REGIONAL HOSPITAL:

Link to presentation and update from Natalie Ashby and Cyndi Gilbert with St. George Regional Hospital, including comments from Mayor Randall and the City Council: 00:13:42

Agenda Packet [Page 15]

CONSENT CALENDAR:

a. Consider approval to award a bid to Superior Asphalt for the FY 2023 Crack Seal Project.

BACKGROUND and RECOMMENDATION: A total of six (6) bids were received. The low bid was from Superior Asphalt in the amount of $293,250. Staff recommends awarding the bid to Superior Asphalt.

b. Consider approval to award a bid to Morgan Pavement Maintenance for the Slurry Seal Project.

BACKGROUND and RECOMMENDATION: This was a formal bid. Four (4) bids were received. Staff recommends awarding the bid to Morgan Pavement Maintenance in the amount of $473,455.

c. Consider approval of a sole source purchase of Ultraviolet Disinfection lamp bulbs for the Wastewater Treatment Plant.

BACKGROUND and RECOMMENDATION: This request is for the purchase of 750 UV lamp replacements for the wastewater treatment plant. The UV lamps have an expected lifespan of 10,000 hours. There are a total of 1,200 lamps in the system. The sole source purchase request is to replace about 600 lamps that have over 10,000 hours of use as well as stock 150 lamps in inventory for future replacements as needed. Staff recommends approval of this purchase.

d. Consider approval of a Purchase and Sale Agreement between the City of St. George and WHD, LLC for property along Crimson Cliffs Way and 2450 South.

BACKGROUND and RECOMMENDATION: The City received an application from WHD, LLC (Dave Weller) to purchase 7,110 SF of surplus property from the City along Crimson Cliffs Way just north of 2450 South. This property was initially purchased by the City in conjunction with the construction of Crimson Cliffs Way.

DRAFT

At the City Council work meeting held on May 11, 2023, the Council determined that this property is deemed surplus property.

e. Consider approval of a property lease agreement with Premier Car & Truck for city-owned property located at 116 West St. George Boulevard.

BACKGROUND and RECOMMENDATION: In December 2020 the City acquired the property at 116 W St. George Boulevard. Premier Car & Truck was the tenant at the time and their lease for used car sales and service transferred to the City. The terms of the multi-year lease expired on September 30, 2021 and from that point forward they have been operating on a month-to-month lease. Rather than renegotiating a new annual lease with the tenant, City leadership at the time kept the month-to-month lease in case they reached a deal with a developer to acquire and develop the property in accordance with the downtown plan. In late July, City staff received notice from the business that they were retiring at the end of August 2023. Staff recommends approval.

Link to presentation from City Manager John Willis, noting that item 2d will be removed for discussion: 00:28:25

Agenda Packet [Page 32]

Link to motion: 00:28:58

MOTION:
A motion was made by Councilmember Larkin to approve the consent calendar as presented, with item 2d being removed.

SECOND:
The motion was seconded by Councilmember McArthur.

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

Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Link to discussion regarding item 2d between Public Works Director Cameron Cutler, the City Council, and City Manager John Willis: 00:29:20

Link to motion: 00:34:05

MOTION:
A motion was made by Councilmember McArthur to approve item 2d to be purchased at the price the City paid for the parcel.

SECOND:
The motion was seconded by Councilmember Larsen.

DRAFT

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Link to comments from Public Works Director Cameron Cutler and the City Council: 00:34:27

PUBLIC HEARING/CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT: Public hearing and approval of the Consolidated Annual Performance Evaluation Report (CAPER) for the 2022 program year, fiscal year 2023, of the Community Development Block Grant (CDBG).

BACKGROUND and RECOMMENDATION: On or about September 25, 2023, the City will submit a Consolidated Annual Performance Evaluation Report (CAPER), for the 2022 Program Year, to the U.S. Department of Housing & Urban Development (HUD). The CAPER is a financial and public benefit summary of the City's use and expenditures of federal Community Development Block Grant (CDBG) funds. The report evaluates how the City used these federal funds during the past program year to carry out priorities identified in the City's adopted 2022 Annual Action Plan. A public comment period was held from August 18th to September 5th; no comments were received. Staff recommends taking public comment during the public hearing and approval of the report.

Link to introduction from City Manager John Willis and presentation from Planner Genna Goodwin: 00:34:57

Agenda Packet [Page 51]

Link to public hearing: 00:35:35

Link to motion: 00:35:52

MOTION:

A motion was made by Councilmember Larkin to approve the Consolidated Annual Performance Evaluation Report (CAPER) for the 2022 program year, fiscal year 2023, of the Community Development Block Grant (CDBG).

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Larkin – aye
Councilmember McArthur – aye

DRAFT

Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

STEEL SOLAR 1B PROJECT SECOND AMENDED AND RESTATED TRANSACTION SCHEDULE/RESOLUTION:

Consider approval of Resolution No. 2023-009R authorizing the Steel Solar 1B Project Second Amended and Restated Transaction Schedule under the Master Firm Power Supply Agreement with Utah Associated Municipal Power Systems (UAMPS), and related matters.

BACKGROUND and RECOMMENDATION: The second amended Power Purchase Agreement (PPA) will allow the developer to take advantage of Production Tax Credits (PTCs) which became available through the Inflation Reduction Act after the agreement was first entered. Staff recommends approval of this resolution.

Link to introduction from City Manager John Willis and presentation from Energy Services Director Bryan Dial and Brian Jeppson, including discussion between the City Council and Mr. Dial: 00:36:25

Agenda Packet [Page 52]

Link to motion: 00:38:57

MOTION:

A motion was made by Councilmember McArthur to approve Resolution No. 2023-009R authorizing the Steel Solar 1B Project Second Amended and Restated Transaction Schedule under the Master Firm Power Supply Agreement with Utah Associated Municipal Power Systems (UAMPS).

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

NOTE: The number of the Resolution was changed when filed as it should have been 2023-010R because 2023-009R had already been used on a previously approved Resolution.

DRAFT

AMEND AND ADOPT FEES FOR THE ELECTRIC THEATER CENTER AND RACES/RESOLUTION:

Consider approval of Resolution No. 2023-010R amending and adopting fees for the Electric Theater Center and Races.

BACKGROUND and RECOMMENDATION: The City has reviewed the fees for the Electric Theater Center and for Races activities to ensure sufficiency of fee coverages. The City has recognized some areas where fee increases are necessary to cover related costs. Increased fees will become effective following City Council approval. Staff recommends approval.

Link to introduction from City Manager John Willis and presentation from Parks and Community Services Director Shane Moore, including discussion between the City Council and Mr. Moore: 00:39:37

Agenda Packet [Page 61]

Link to motion: 00:41:13

MOTION:

A motion was made by Councilmember Larkin to approve Resolution No. 2023-010R amending and adopting fees for the Electric Theater Center and Races, with a correction to the commercial fee which should be $150, not $50 as noted.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

NOTE: The number of the Resolution was changed when filed as it should have been 2023-0011R due to an error in numbering the previous Resolution on the agenda.

PLANNED DEVELOPMENT AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2023-018 amending the City zoning map by amending the existing Desert Color Planned Development Residential (PDR) zone on approximately 1.91 acres to approve new civic space including a pool and park in the Desert Color development with conceptual site plan, landscape plans, materials, and elevations, located generally between Emerald Point Drive, Green Mountain Drive, Kelly Lane, and Pebble

DRAFT

Glen Lane to be known as Sage Haven Emerald Pool Park with a condition from the Planning Commission. Case No. 2023-PDA-013

BACKGROUND and RECOMMENDATION: The Sage Haven pod of Desert Color was initially approved by the City Council in the early part of 2021. As part of that approval, the developer set aside the necessary civic space required in the PD-R NG (Neighborhood General) zone which included the subject property. The applicant is now requesting that the subject property be approved for a park and a pool for the Desert Color residents. At their meeting held on August 8, 2023, the Planning Commission recommended approval of the application with a 6-0 vote.

Link to presentation from Planner Dan Boles, including discussion between the City Council, representative Bob Hermandson, and Mr. Boles: 00:42:00

Agenda Packet [Page 68]

Link to motion: 00:46:35

MOTION:

A motion was made by Councilmember Larsen to approve Ordinance No. 2023-018 amending the City zoning map by amending the existing Desert Color Planned Development Residential (PDR) zone on approximately 1.91 acres to approve new civic space including a pool and park in the Desert Color development with conceptual site plan, landscape plans, materials, and elevations, located generally between Emerald Point Drive, Green Mountain Drive, Kelly Lane, and Pebble Glen Lane to be known as Sage Haven Emerald Pool Park with a condition from the Planning Commission.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2023-019 amending the City Zoning Map by amending the zone from A-20 (Agricultural, 20-acre minimum lot size) to A-1 (Agricultural, 40,000 square foot minimum lot size) on approximately 4.25 acres located in the southeast quadrant of the intersection of 2450 South Street and 3430 East Street for the purpose of amending and extending the Crimson Estates final plat for a project to be known as Crimson Estates 2450 S and 3500. Case No. 2023-ZC-011

BACKGROUND and RECOMMENDATION: In May of 2022, the Crimson Estates final

DRAFT

plat was recorded. This final plat contains seven lots and is located on 2450 South Street, just east of 3430 East Street. A little less than a year later, in April of 2023, a proposal to amend this final plat was presented to the City. The amendment to the final plat will add 4.25 acres to this final plat. At their meeting held on August 22, 2023, the Planning Commission held a public hearing and recommended approval.

Link to presentation from Planner Dan Boles, including discussion between the City Council and Mr. Boles: 00:47:40

Agenda Packet [Page 91]

Link to motion: 00:50:00

MOTION:

A motion was made by Councilmember Tanner to approve Ordinance No. 2023-019 amending the City Zoning Map by amending the zone from A-20 (Agricultural, 20-acre minimum lot size) to A-1 (Agricultural, 40,000 square foot minimum lot size) on approximately 4.25 acres located in the southeast quadrant of the intersection of 2450 South Street and 3430 East Street for the purpose of amending and extending the Crimson Estates final plat for a project to be known as Crimson Estates 2450 S and 3500.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

AMEND DEVELOPMENT AGREEMENT/ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2023-020 amending the Divario Development Agreement Master Plan (Exhibit B to the Development Agreement) in order to modify allowed density from medium density (up to 9 units per acres) to high density (up to 15 units per acre for Planning Area 2 (PA-2), and transferring 127 units from PA-13 to PA-2 (the subject property) and amending the city zoning map by amending the zoning on PA-2 from R-1-10 (residential single family) to PD-R (Planned Development Residential), located generally southwest of the Gap Canyon Pkwy and 1790 West intersection for the purpose of allowing a 450 unit multi-family development to be known as Allora Village, with conditions from Planning Commission. Case No. 2023-ZC-009

BACKGROUND and RECOMMENDATION: The property was annexed as part of the Plantations Land in 1994. In 2007, a development agreement was approved. The development agreement was revised and updated in 2014 which sets for the

DRAFT

parameters of the development agreement, planning areas, etc. Under the Development Agreement, PA-2 was approved as a development area consisting of 35.96 acres with density of up to nine units per acre (maximum 324 residential units). The applicant, along with the master developer is requesting to move density from PA-13 to the subject property allowing for up to 450 units on PA-2. This translates to 12.51 units per acre based on 450 units over 35.96 acres. At their meeting held on August 22, 2023, the Planning Commission recommended approval with conditions.

Link to presentation from Planner Dan Boles, including discussion between the City Council, Assistant Public Works Director Wes Jenkins, City Manager John Willis, Deputy City Attorney Jami Brackin, developer Greg Cronin, Mayor Randall, and Mr. Boles: 00:50:54

Agenda Packet [Page 109]

Link to motion: 01:22:25

MOTION:

A motion was made by Councilmember Larkin to approve Ordinance No. 2023-020 amending the Divario Development Agreement Master Plan in order to modify allowed density from medium density to high density for Planning Area 2 (PA-2), and transferring 127 units from PA-13 to PA-2 and amending the city zoning map by amending the zoning on PA-2 from R-1-10 to PD-R, located generally southwest of the Gap Canyon Parkway and 1790 West intersection for the purpose of allowing a 450 unit multi-family development to be known as Allora Village, with conditions from Planning Commission pertaining to Power, Fire, Parks, Engineering, and Planning including the road easement discussed for Fire, the completion of either Sky Rocket Road or Gap Canyon, or both, for an additional exit on to 1600 or Dixie Drive, no additional recommendations in regards to parking, and to add orange fencing to the undisturbed area to ensure that it remains undisturbed when doing site work.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – nay
Councilmember Tanner – aye

The motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Tonaquint Heights Ph.4 & Ph.5, a 24-lot residential subdivision located at 1450 West 2440 South.

DRAFT

BACKGROUND and RECOMMENDATION: The Tonaquint Heights Ph.4 & Ph.5 is twenty-four (24) lot preliminary plat. Tonaquint Heights General Plan Amendment was approved by the City Council on May 4, 2023. A zone change was approved on June 15, 2023. The property is 24.517 acres and is zoned R-1-20. At their meeting held on September 12, 2023 the Planning Commission recommended approval with a vote of 6-0, with no conditions.

Link to presentation from Planner Mike Hadley: 01:24:45

Agenda Packet [Page 1562

Link to motion: 01:26:18

MOTION:
A motion was made by Councilmember Larsen to approve the preliminary plat for Tonaquint Heights Ph.4 & Ph.5, a 24-lot residential subdivision located at 1450 West 2440 South.

SECOND:
The motion was seconded by Councilmember McArthur.

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

Councilmember Larkin – aye
Councilmember McArthur – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

APPOINTMENTS:

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: 01:26:45

Link to reports from Councilmember McArthur: 01:27:12

Link to reports from Mayor Randall: 01:28:09

Link to reports from Councilmember Larkin: 01:29:30

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.

DRAFT

A closed session was not held.

ADJOURN:

Link to adjourn: 01:31:33

MOTION:

A motion was made by Councilmember McArthur to adjourn.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Larkin – aye
Councilmember McArthur – 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
REGULAR MEETING
OCTOBER 5, 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
City Attorney Tani Downing
City Recorder Christina Fernandez
Police Officer Tiffany Mitchell
Police Officer Christopher Lemmon
Police Officer Joseph Chichocki
Parks and Community Services Director Shane Moore
Information Security Administrator Tim Johansen
Assistant Operations Director of Tech Services James Duckett
Government Affairs Director Shawn Guzman
Budget and Financial Planning Manager Robert Myers
Assistant City Attorney Ryan Dooley
Police Officer Brady Palmer
Planner Carol Winner
Planner Dan Boles
Planner Mike Hadley

OTHERS PRESENT:

Members of the Ibigawa Delegation
Members of the Dixie Elks Lodge
Susen Ertel, DOVE Board President
Scott Johnson with the Boys and Girls Club
Caleb Mosley with the Boys and Girls Club
Applicant Jake Woodward

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Marina Anderson with the Center for Spiritual Living 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:

Link to Mayor Randall recognizing Ibigawa Delegates in attendance, including remarks from the Ibigawa Deputy Mayor and comments from Mayor Randall and Councilmember Hughes: 00:03:10

DRAFT

Recognize Officer Tiffany Mitchell:

Link to recognition of Police Officer Tiffany Mitchell for being recognized for Excellence in Media Relations at the recent Utah Public Information Officer Conference: 00:13:21

Recognize Officers Christopher Lemmon and Joseph Chichocki:

Link to recognition of Police Officer Christopher Lemmon and Joseph Chichocki for their lifesaving efforts: 00:15:20

Recognize the Dixie Elks for their donation to the Recreation Center:

AND

Read a proclamation proclaiming October 23-31 as Red Ribbon Week:

Link to recognition of the Dixie Elks for their donation to the Recreation Center and Councilmember Hughes reading a proclamation proclaiming October 23-31 as Red Ribbon Week, the proclamation was accepted by members of the Dixie Elks Lodge, including comments from Councilmember Larsen: 00:17:10

Agenda Packet [Page 6]

Read a proclamation proclaiming October as Domestic Violence Awareness Month:

Link to Councilmember Larkin reading a proclamation proclaiming October as Domestic Violence Awareness Month; the proclamation was accepted by Susan Ertel, including comments from Councilmember Larkin: 00:22:38

Agenda Packet [Page 7]

Read a proclamation proclaiming October as Breast Cancer Awareness Month:

Link to Mayor Randall reading a proclamation proclaiming October as Breast Cancer Awareness Month: 00:27:00

Agenda Packet [Page 8]

Read a proclamation proclaiming October as Cybersecurity Awareness Month:

Link to Councilmember McArthur reading a proclamation proclaiming October as Cybersecurity Awareness Month; the proclamation was accepted by Tim Johansen and James Duckett: 00:30:02

Agenda Packet [Page 9]

DRAFT

COMMENTS FROM THE PUBLIC:

Link to introduction from Mayor Randall: 00:34:56

Link to comments from resident Richard Agee, including comments from Mayor Randall and the City Council: 00:35:35

Link to comments from Chad Utley with Southern Utah Anglers: 00:40:10

Link to discussion between Government Affairs Director Shawn Guzman, Parks and Community Services Director Shane Moore, Mayor Randall, and the City Council: 00:43:37

Link to comments from resident Jeff Einbender: 00:46:45

Link to comments from Mayor Randall: 00:50:44

Link to comments from resident Zachary Ray: 00:51:05

CONSENT CALENDAR:

a. Consider approval of a Professional Services Agreement with Alliance Consulting for the engineering of Lizard Wash Park.

BACKGROUND and RECOMMENDATION: The 14-acre community park concept has been created by Park Planning and now needs to be professionally engineered, and construction documents made so the project can go out to bid next fiscal year. A community open house will be held on the 28th of this month to garner public input and will be incorporated into the design. Staff recommends approval.

b. Consider approval of a Professional Services Agreement with Bowen Collins for Millcreek Sewer Lift Station.

BACKGROUND and RECOMMENDATION: The existing sewer line in this location needs to be upsized and is nearing capacity. Staff bid the replacement of the sewer line 2 separate times and have been unable to bring the costs down to a reasonable level. The installation of a sewer lift station with pressure sewer line is expected to save a significant amount of money. Staff recommends approval.

c. Consider approval of a Professional Services Agreement with Alliance Consulting for Tech Ridge Water Projects.

BACKGROUND and RECOMMENDATION: Design of a Water Tank (2) pump Stations, and waterlines across the project. Staff recommends approval.

d. Consider approval of an agreement to purchase real property from CDHC II, LLC for the extension of 1450 East roadway.

BACKGROUND and RECOMMENDATION: The City desires to acquire 88 square feet of property for the extension of 1450 South roadway located at 1450 South

DRAFT

and the southeast corner of the Desert Coral Health Building property. Staff recommends approval.

e. Consider approval of an agreement to purchase real property from Sheffco, LLC for the widening of the George Washington Boulevard roadway.

BACKGROUND and RECOMMENDATION: The City desires to acquire .07 acres of property for the widening of George Washington Blvd located at 1257 East George Washington Blvd (Parcel No. SG-BLDR-2-10). Staff recommends approval.

f. Consider approval to purchase P25 Compliance 700/800Mhz public-safety radios for the Fire Department pursuant to State Contract # AR3841.

BACKGROUND and RECOMMENDATION: The Fire Department is requesting to purchase replacement handheld and mobile radios that are non-compliant with the new P25 system. The State of Utah is currently in the process of a complete upgrade to our public-safety radio system which is approaching 21 years in use and is beyond its functional life span. As part of this upgrade nearly all public safety radios in use (Police, Fire, and Dispatch) will be rendered obsolete, requiring a replacement of all radio equipment that is not Project 25 (P25) compliant. It is anticipated that the new system will be launched in the spring of 2024. With this change to occur in the near future the Fire Department requests to purchase replacement radios that meet the new P25 radio system requirements. This request will purchase 34 mobile radios for fire apparatus and 133 portable handheld radios for fire personnel. Funding for this item is included in tonight's proposed budget amendment. The Fire Department currently has 32 portable hand held radios and 4 mobile radios that are compliant with the P25 system. The Fire Department has applied for a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) the past two years to assist in the funding for this purchase, however we have not been awarded the grant funding. The majority of the radios in service with the fire department are over 12 years old and were purchased through a grant when the 800Mhz radio system was placed in service in the southwest area of the state. Staff recommends approval subject to approval of the budget opening.

g. Consider approval of the minutes from the meetings held on August 31, 2023 (work); August 31, 2023 (regular); September 14, 2023; September 19, 2023; September 21, 2023 (work); September 21, 2023 (regular); and September 28, 2023.

Link to Mayor Randall and City Manager John Willis noting that item 3e will be tabled: 00:53:09

Link to Councilmember Larkin noting a clerical error in the minutes from the work meeting held on September 21, 2023: 00:53:28

DRAFT

Agenda Packet [Page 10]

Link to motion: 00:53:50

MOTION:
A motion was made by Councilmember Larkin to approve the consent calendar as presented, tabling 3e, and noting the clerical error in the minutes.
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.

REQUEST FOR SPONSORSHIP:
Consider approval of a $2,000 sponsorship to the Boys and Girls Club of Southern Utah for their First Annual Golf Tournament fundraiser.

BACKGROUND and RECOMMENDATION: The Boys & Girls Club is now entering its second year of operations in St George, providing a safe place for kids with nowhere to go after school. The Boys and Girls Club provides academic support, enrichment activities, hands-on STEM experiences, teach digital safety & responsibility, and even feed the kids a delicious meal & snacks every day! These programs are currently offered at 8 Schools in St George at no cost to the kids or their families. This program has been so successful there is now a waiting list of kids to join. The Boys and Girls Club is holding its first ever Boys & Girls Club of Southern Utah Golf Tournament to raise funds to support this very successful program in our schools and is requesting sponsorship from the City of $2,000. Staff recommends approval.

Link to introduction from City Manager John Willis and presentation from Scott Johnson and Caleb Mosley with the Boys and Girls Club, including discussion between the City Council, Mayor Randall, Mr. Johnson, and Mr. Mosley: 00:54:15

Agenda Packet [Page 177]

Link to motion: 01:03:41

MOTION:
A motion was made by Councilmember Larkin to approve a $2,000 sponsorship to the Boys and Girls Club of Southern Utah for their First Annual Golf Tournament fundraiser.
SECOND:
The motion was seconded by Councilmember Hughes.

DRAFT

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/AMEND THE FY23-24 BUDGET/RESOLUTION:

Public hearing and consideration of Resolution No. 2023-012R to review and approve amendments to the Fiscal Year 2023-24 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 Director Robert Myers, including discussion between Mayor Randall, the City Council, City Manager John Willis, and Mr. Myers: 01:04:11

Agenda Packet [Page 178]

Link to public hearing, no comments were made: 01:17:24

Link to motion: 01:17:44

MOTION:

A motion was made by Councilmember Larkin to approve the amendments to the Fiscal Year 2023-2024 Budget.

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

AMEND CITY CODE/ORDINANCE:

Consider approval of Ordinance No. 2023-021 amending City code regarding camping in public places.

BACKGROUND and RECOMMENDATION: The City Council held two work meetings to discuss camping in public spaces. The ordinance addresses concerns that law enforcement has seen over the past several years and will give them the tools necessary to address these concerns. Staff recommends approval.

Link to presentation from Assistant City Attorney Ryan Dooley, including discussion between City Manager John Willis, Mayor Randall, the City Council, Police Officer Brady Palmer, and Mr. Dooley: 01:18:20

Agenda Packet [Page 183]

Link to motion: 01:39:35

MOTION:

A motion was made by Councilmember Larsen to approve Ordinance No. 2023-021 amending City code regarding camping in public places.

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 – nay

The motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2023-022 amending the City Zoning Map by amending the zone from R-1-10 (Single Family 10,000 square foot minimum lot size) to R-3 (Multiple Family Residential) on approximately 0.29 acres generally located at 151 Sir Monte Drive for the purpose of creating consistent zoning on this split-zoned parcel. Case No. 2023-ZC-012

BACKGROUND and RECOMMENDATION: It is unclear how the parcel was designated as two different zones. The multifamily development to the north, Southgate Townhomes, wraps around this parcel on the south and east sides. The townhomes are zoned R-3, but the area that wraps around this parcel is zoned R-1-10. The applicant is not proposing any development at this time. They are asking to have one zone designation on their lot. This location is within the Hillside Overlay Zone. And when development is proposed, the property will need to go through the hillside development approval process before any development can occur. At their meeting

DRAFT

held on September 12, 2023, the Planning Commission held a public hearing and recommended approval of this zone change with a 4-2 vote.

Link to presentation from Planner Carol Winner, including discussion between the City Council, City Manager John Willis, Mayor Randall, and Ms. Winner: 01:40:10

Agenda Packet [Page 198]

Link to motion: 01:51:55

MOTION:
A motion was made by Councilmember McArthur to deny Ordinance No. 2023-022 amending the City Zoning Map by amending the zone from R-1-10 (Single Family 10,000 square foot minimum lot size) to R-3 (Multiple Family Residential) on approximately 0.29 acres generally located at 151 Sir Monte Drive for the purpose of creating consistent zoning on this split-zoned parcel, adding that the applicant return with a PD-R zone to consider at that time.

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.

AMEND PLANNED DEVELOPMENT/ORDINANCE:
Consider approval of Ordinance No. 2023-023 amending an approved PD-C (Planned Development Commercial) on approximately 1.36 acres, located at approximately 2700 East Mall Drive for the purpose of adding a 10,000 square foot retail building for a project to be known as Walgreens, and amending the use list on the larger 5.17 acre, lot 5 of Fields at Mall Drive Phase 2, with conditions from the Planning Commission. Case No. 2023-PDA-014

BACKGROUND and RECOMMENDATION: This location is in the Fields at Mall Drive Phase 2 Commercial Planned Development (PD-C). Phase 2 of the Fields at Mall Drive PD-C was originally approved on March 2, 2017, when it was rezoned. At their meeting held on September 12, 2023, the Planning Commission held a public hearing and unanimously recommend approval of the PD amendment with conditions.

Link to presentation from Planner Dan Boles, including discussion between the City Council, applicant Jake Woodward, and Mr. Boles: 01:52:53

Agenda Packet [Page 224]

DRAFT

Link to motion: 02:07:58

MOTION:
A motion was made by Councilmember Larkin to approve Ordinance No. 2023-023 amending an approved PD-C (Planned Development Commercial) on approximately 1.36 acres, located at approximately 2700 East Mall Drive for the purpose of adding a 10,000 square foot retail building for a project to be known as Walgreens, and amending the use list on the larger 5.17 acre, lot 5 of Fields at Mall Drive Phase 2, with conditions from the Planning Commission that include the cross access easement with Revere Health for lot 5.

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.

AMEND PLANNED DEVELOPMENT/ORDINANCE:
Consider approval of Ordinance No. 2023-024 amending an approved PD-R (Planned Development Residential) on approximately 10.01 acres located at 800 West Tonaquint Drive for the purpose of developing 89 townhomes for a project to be known as Tonaquint Townhomes. Case No. 2023-PDA-006.

BACKGROUND and RECOMMENDATION: Joshua's at Southgate Phase 3 (proposed Tonaquint Townhomes) of the Joshua's at Southgate was presented and rezoned as a PD-R (Planned Development Residential) on January 18th, 2001. Phase 3 (Tonaquint Townhomes) was approved with 53 patio homes. On May 10, 2016, Phase 3 of Joshua's was brought before the Planning Commission and on June 2, 2016, to the City Council to consider 20 townhome units and 43 single family patio homes as well as a request to allow short term rentals on the property. The application did not pass. At their meeting held on September 12, 2023, the Planning Commission held a public hearing on the request and voted 6-0 in favor of the amendment with no conditions.

Link to presentation from Planner Mike Hadley, including discussion between Mayor Randall, the City Council, and Mr. Hadley: 02:08:49

Agenda Packet [Page 249]

Link to motion, including a comment from Councilmember Tanner: 02:17:51

DRAFT

MOTION:
A motion was made by Councilmember Larkin to approve Ordinance No. 2023-024 amending an approved PD-R (Planned Development Residential) on approximately 10.01 acres located at 800 West Tonaquint Drive for the purpose of developing 89 townhomes for a project to be known as Tonaquint Townhomes.

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
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for the Tonaquint Townhomes, an 89-unit townhome project located 800 West Tonaquint Drive. Case No. 2023-PP-014.

BACKGROUND and RECOMMENDATION: The proposed Phase 3 of the Joshua's at Southgate was originally approved with 53 patio homes on January 18th, 2001. The Tonaquint Townhomes plat is proposed with 89 townhome units. At their meeting held on September 12, 2023, the Planning Commission recommended approval of the application with a 6-0 vote and no conditions.

Link to presentation from Planner Mike Hadley, including comments from the City Council: 02:19:09

Agenda Packet [Page 301]

Link to motion: 02:21:50

MOTION:
A motion was made by Councilmember McArthur to approve the preliminary plat for the Tonaquint Townhomes, an 89-unit townhome project located 800 West Tonaquint Drive.

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

DRAFT

Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT/ORDINANCE:

Consider approval of Ordinance No. 2023-025 amending the existing Grand View Planned Development Residential (PD-R) zone on approximately 20.61 acres to amend the approved Grand View Townhomes with conceptual site plan, landscape plans, materials, and elevations, located generally between Canyon View Drive and Skyrocket Road west of Dixie Drive to be known as Grand View Townhomes with conditions from the Planning Commission. Case No. 2023-PDA-016

BACKGROUND and RECOMMENDATION: The property has gone through several applications including a General Plan Amendment, PD approval, and the latest being a PD amendment in April of 2022 which granted approval of the Grand View Townhomes. The applicant is now seeking an amendment to the approved plans which requires a PD amendment. At their meeting held on September 12, 2023, the Planning Commission held a public hearing on the request and voted 6-0 in favor of the amendment with conditions.

Link to presentation from Planner Dan Boles, including discussion between the City Council and Mr. Boles: 02:22:15

Agenda Packet [Page 308]

AND

PRELIMINARY PLAT:

Consider approval of the preliminary plat for the Grand View Townhomes, a 112-unit townhome project located generally between Canyon View Drive and Skyrocket Road just west of Dixie Drive. Case No. 2023-PP-029

BACKGROUND and RECOMMENDATION: This plat was originally approved in 2022. The applicant is proposing some changes to the approved site and is asking for an amendment to the preliminary plat. At their meeting held on September 12, 2023, the Planning Commission heard the request recommended approval of the application with a 6-0 vote without conditions.

Agenda Packet [Page 334]

Link to motion: 02:29:03

MOTION:

A motion was made by Councilmember Larsen to approve Ordinance No. 2023-025 amending the existing Grand View Planned Development Residential (PD-R) zone on approximately 20.61 acres to amend the approved Grand View Townhomes with conceptual site plan, landscape plans, materials,

DRAFT

and elevations, located generally between Canyon View Drive and Skyrocket Road west of Dixie Drive to be known as Grand View Townhomes with conditions from the Planning Commission and staff.

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: 02:29:50

MOTION:

A motion was made by Councilmember Hughes to approve the preliminary plat for the Grand View Townhomes, a 112-unit townhome project located generally between Canyon View Drive and Skyrocket Road.

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.

APPOINTMENTS:

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: 02:30:16

Link to reports from Councilmember Larkin: 02:31:20

Link to reports from Mayor Randall: 02:32:07

DRAFT

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.

A closed meeting was not held.

ADJOURN:

Link to motion: 02:33:41

MOTION:

A motion was made by Councilmember McArthur to adjourn.

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.

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
OCTOBER 12, 2023 4:00 P.M.
PIONEER COURTHOUSE/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
Deputy City Attorney Jami Brackin
City Recorder Christina Fernandez
Operations Director Marc Mortensen
Communications and Marketing Director David Cordero
Budget and Financial Planning Manager Robert Myers
Economic Development Director Chad Thomas
Facilities Director Carlos Robles
Executive Assistant Emilie Pinkelman
Administrative Services Director Trevor Coombs
Purchasing Manager Mary Wahl
Assistant City Attorney Alicia Carlton
Government Affairs Director Shawn Guzman
Assistant City Attorney Ryan Dooley
Assistant Public Works Director Wes Jenkins

OTHERS PRESENT:

Jeanine Vander Bruggen
Kim Campbell
Richard Kohler

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Major Bob Schmig with the Salvation Army and The Pledge of Allegiance to the Flag was led by Communications and Marketing Director David Cordero.

Link to call to order, invocation, and flag salute: 00:00:00 [Recording 1]

TOUR OF THE PIONEER COURTHOUSE:

Link to introduction from Operations Director Marc Mortensen, presentation from Jeanine Vander Bruggen, including discussion between the City Council and Ms. Vander Bruggen; the Council then toured the building: 00:01:42 [Recording 1]

Agenda Packet: [Page 2]

DISCUSSION REGARDING PROPOSED CHANGE TO TITLE 1, CHAPTER 10B OF CITY CODE REGARDING PURCHASING:

Link to introduction from Administrative Services Director Trevor Coombs and presentation from Assistant City Attorney Alicia Carlton and Purchasing Manager Mary Dahl, including discussion between the City Council, City Manager John Willis, Government Affairs Director Shawn Guzman, Deputy City Attorney Jami Brackin, Mayor Randall, Mr. Coombs, Ms. Carlston, and Ms. Wahl: 00:00:13 [Recording 2]

Agenda Packet: [Page 4]

DISCUSSION REGARDING LEGACY EVENTS:

Link to discussion between Deputy City Attorney Jami Brackin, the City Council, and City Manager John Willis: 00:49:19 [Recording 2]

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

No reports were given.

MOVE TO REGULAR MEETING:

Link to motion: 01:00:25 [Recording 2]

MOTION:

A motion was made by Councilmember Larsen to move out of the work meeting and into the regular meeting of the City Council.

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

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 12, 2023 5:00 P.M.
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
Deputy City Attorney Jami Brackin
City Recorder Christina Fernandez
Operations Director Marc Mortensen
Assistant Public Works Director Wes Jenkins

REIMBURSEMENT AGREEMENT:

Consider approval of a Public Roadways Improvements Reimbursement Agreement with RCSG, Bonneville Builders, and Prime Excavating.

BACKGROUND and RECOMMENDATION: This Public Roadways Improvements Reimbursement Agreement consists of reimbursing the developer's contractor (Prime Excavating) for some additional roadway and drainage improvements along River Road on the east side, just south of George Washington Boulevard. The reimbursement amount is $133,965.55. Staff recommends approval.

Link to presentation from Assistant Public Works Director Wes Jenkins, including discussion between the City Council, Mayor Randall, and Mr. Jenkins: 00:00:00

Agenda Packet [Page 2]

Link to motion: 00:02:34

MOTION:

A motion was made by Councilmember Larsen to approve the Public Roadways Improvements Reimbursement Agreement with RCSG, Bonneville Builders, and Prime Excavating.

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.

DRAFT

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: 00:03:00

MOTION:

A motion was made by Councilmember Larkin to adjourn to a closed meeting to discussion litigation and personnel.

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.

ADJOURN:

The meeting adjourned following the closed meeting.

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 19, 2023 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:
Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner

EXCUSED:
Councilmember Gregg McArthur

STAFF MEMBERS PRESENT:
City Manager John Willis
City Attorney Tani Downing
City Recorder Christina Fernandez
Administrative Services Director Trevor Coombs
Communications and Marketing Director David Cordero
Planner Dan Boles
Planner Mike Hadley
Planner Carol Winner
Assistant Public Works Director Wes Jenkins
Budget and Financial Planning Director Robert Myers
Government Affairs Director Shawn Guzman

OTHERS PRESENT:
Several Residents

CALL TO ORDER, INVOCATION AND FLAG SALUTE:
Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Tim Martin with the St. George Interfaith Council 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 [Recording 1]

MAYOR'S RECOGNITIONS AND UPDATES:
Read a proclamation proclaiming October 20 – November 3, 2023 as National Veterans Small Business Week.

Link to Councilmember Larsen reading a proclamation proclaiming October 20 – November 3, 2023 as National Veterans Small Business Week, the proclamation was received by Jackie Hobson: 00:04:18 [Recording 1]

Agenda Packet [Page 6]

CONSENT CALENDAR:
a. Consider approval to award a bid to Western Rock for the Asphalt Patching Project.

DRAFT

BACKGROUND and RECOMMENDATION: Two bids were received. Staff recommends awarding the bid to Western Rock in the amount of $620,000.

b. Consider approval of an agreement to purchase real property from Sheffco LLC for the widening of the George Washington Boulevard roadway.

BACKGROUND and RECOMMENDATION: The City desires to acquire .07 acres of property for the widening of George Washington Blvd located at 1257 East George Washington Blvd (Parcel No. SG-BLDR-2-10). Staff recommends approval.

c. Consider approval of the 6th Amendment to the Jviation Agreement dated September 23, 2021 for the Air Traffic Control Tower Phase I 30% Design.

BACKGROUND and RECOMMENDATION: A non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the City of St. George was approved by City Council on 8/3/23 for the Siting process for the air traffic control tower at the St. George Regional Airport. Staff recommends approval.

Link to presentation from City Manager John Willis: 00:07:40 [Recording 1]

Agenda Packet [Page 7]

Link to motion: 00:08:00

MOTION:
A motion was made by Councilmember Larkin to approve the consent calendar.
SECOND:
The motion was seconded by Councilmember Larsen.
VOTE:
Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

AMEND CITY CODE 1-10B/ORDINANCE:
Consider approval of Ordinance No. 2023-026 amending City code 1-10B regarding Purchasing Policy - Contracts.

BACKGROUND and RECOMMENDATION: The City Council held a work meeting to discuss amending the City code 1-10B regarding Purchasing Policy - Contracts. The

DRAFT

proposed amendments include increasing the purchasing thresholds concerning approval levels; clarifies the authorization issued by the Mayor; cleans up Professional Service contracts language; and adds a section regarding time-sensitive/market-driven purchase language changes to the code. Staff recommends approval.

Link to introduction from City Manager John Willis and presentation from Administrative Services Director Trevor Coombs, including discussion between the City Council, Mayor Randall, and Mr. Coombs: 00:08:23 [Recording 1]

Agenda Packet [Page 30]

Link to motion: 00:12:38 [Recording 1]

MOTION:
A motion was made by Councilmember Tanner to approve Ordinance No. 2023-026 amending City code 1-10B regarding Purchasing Policy - Contracts.
SECOND:
The motion was seconded by Councilmember Larkin.
VOTE:
Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:
Consider approval of Ordinance No. 2023-027 amending an approved Planned Development Commercial (PD-C) zone on approximately 0.72 acres, located at 1664 South Dixie Drive for the purpose of building a new food/retail building for a project to be known as Dixie Commons Lot 9. Case No. 2023-PDA-017

BACKGROUND and RECOMMENDATION: On January 8, 1998, the City Council approved the Tonaquint Center PD. In January of 2003 the City Council approved an amendment to the Tonaquint Center PD. Lot 9 was approved with a zone change on November 3, 2004, case no. 2004-ZC-034. The zone change was from R-1-10 to PD-C. Lot 9 is in the Dixie Commons portion of the Tonaquint Center PD-C. At their meeting held on September 26, 2023, the Planning Commission held a public hearing and recommended approval of the application with a 6-0 vote and no conditions.

Link to introduction from City Manager John Willis and presentation from Planner Mike Hadley, including comments from Councilmember Larsen: 00:13:12 [Recording 1]

Agenda Packet [Page 49]

DRAFT

Link to motion: 00:15:18[Recording 1]

MOTION:
A motion was made by Councilmember Larsen to approve Ordinance No. 2023-027 amending an approved Planned Development Commercial (PD-C) zone on approximately 0.72 acres, located at 1664 South Dixie Drive for the purpose of building a new food/retail building for a project to be known as Dixie Commons Lot 9.

SECOND:
The motion was seconded by Councilmember Tanner.

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:
Consider approval of Ordinance No. 2023-028 amending an approved Planned Development Commercial (PD-C) zone on approximately 2.21 acres, located at 1664 South Dixie Drive for the purpose of building a new office (Lot 10) and a new retail (Lot 11) building for a project to be known as Dixie Commons Lot 10 & 11. Case No. 2023-PDA-018

BACKGROUND and RECOMMENDATION: On January 8, 1998, the City Council approved the Tonaquint Center PD. In January of 2003 the City Council approved an amendment to the Tonaquint Center PD. Lot 10 was approved with a zone change on November 3, 2004, Case No. 2004-ZC-034. The zone change was from R-1-10 to PD-C. Lot 11 has been planned in the Dixie Commons development and was just created with an amended plat in July 2023. At their meeting held on September 26, 2023, the Planning Commission held a public hearing and unanimously recommended approval of the application with a 6-0 vote and no conditions.

Link to introduction from City Manager John Willis and presentation from Planner Mike Hadley, including discussion between the City Council and Mr. Hadley: 00:16:13 [Recording 1]

Agenda Packet [Page 67]

Link to motion: 00:18:29 [Recording 1]

MOTION:
A motion was made by Councilmember Hughes to approve Ordinance No. 2023-028 amending an approved Planned Development Commercial (PD-C) zone on approximately 2.21 acres, located at 1664 South Dixie Drive for the purpose of building a new office.

DRAFT

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:

Consider approval of Ordinance No. 2023-029 amending the Desert Color Planned Development Residential (PD-R) zone on approximately 0.90 acres to approve updated building elevations of previously approved residential buildings located generally west of the Marilla Drive and Pura Lane intersection to be known as Desert Color Resort Phase 4B with a condition from the Planning Commission. Case No. 2023-PDA-015

BACKGROUND and RECOMMENDATION: Phase 4B was approved by the City Council in July of 2022. What was approved in 4B consisted of 14 units: a seven plex, a four-plex and a three-plex. The applicant is asking to amend the building elevations and combine two of the buildings into one while still proposing a total of 14 units. At their meeting held on September 26, 2023, the Planning Commission held a public hearing and recommended approval on a 6-0 vote with one condition.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council and Mr. Boles: 00:19:04 [Recording 1]

Agenda Packet [Page 86]

Link to motion: 00:23:11 [Recording 1]

MOTION:

A motion was made by Councilmember Larkin to approve Ordinance No. 2023-029 amending the Desert Color Planned Development Residential (PD-R) zone on approximately 0.90 acres to approve updated building elevations of previously approved residential buildings located generally west of the Marilla Drive and Pura Lane intersection to be known as Desert Color Resort Phase 4B with a condition from the Planning Commission that all units meet the required parking.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Randall called for a roll call vote, as follows:

DRAFT

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider a conditional use permit to build a 28,300 square foot addition onto the Fiesta Fun Center on approximately 10.12 acres located at 171 East 1160 South Street to be known as Fiesta Fun Addition. Case No. 2023-CUP-003

BACKGROUND and RECOMMENDATION: This conditional use permit request is for an addition to be added onto the existing Fiesta Fun Center. This item was presented to the Planning Commission during a public meeting on October 10, 2023. The Planning Commission recommended approval.

Link to introduction from City Manager John Willis and presentation from Planner Carol Winner, including discussion between the City Council, City Manager John Willis, and Ms. Winner: 00:24:15 [Recording 1]

Agenda Packet [Page 106]

Link to motion: 00:29:07 [Recording 1]

MOTION:

A motion was made by Councilmember Larsen to approve the conditional use permit to build a 28,300 square foot addition onto the Fiesta Fun Center on approximately 10.12 acres located at 171 East 1160 South Street to be known as Fiesta Fun Addition.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

AMEND PRELIMINARY PLAT:

Consider approval of an amended preliminary plat for Sunshine Way, a 3-lot amended residential subdivision on 0.61 acres located on the northwest corner of 200 South and 200 West Street to be known as Sunshine Way Amended.

DRAFT

BACKGROUND and RECOMMENDATION: On July 20, 2023, the Sunshine Way preliminary plat was approved. The preliminary plat contains three lots, two are vacant and one has an existing home on it. The applicant has returned to amend this preliminary plat to remove the easements. This amended preliminary plat was brought before the Planning Commission in a public meeting where the Planning Commission recommended approval.

Link to introduction from City Manager John Willis and presentation from Planner Carol Winner, including discussion between the City Council, City Manager John Willis, Assistant Public Works Director Wes Jenkins, Mayor Randall, and Ms. Winner: 00:29:38 [Recording 1]

Agenda Packet [Page 128]

Link to motion: 00:36:55 [Recording 1]

MOTION:

A motion was made by Councilmember Larkin to approve the amended preliminary plat for Sunshine Way, a 3-lot amended residential subdivision on 0.61 acres located on the northwest corner of 200 South and 200 West Street to be known as Sunshine Way Amended including moving the water meters out of the driveway and removing the easements around the perimeter of the property, except for leaving the current easement on the north side of lot 1.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of a preliminary plat for the Ponderosa subdivision, a 4-lot single-family development located on the northwest corner of 2400 South and 3430 East. Case No. 2023-PP-031

BACKGROUND and RECOMMENDATION: The applicant is requesting a 4-lot subdivision which meets the standards of the A-1 zone. The land is primarily agricultural and has a single barn on the northern portion of the property. The Planning Commission held a public meeting on October 10, 2023, and recommended approval of the application with a 7-0 vote and conditions.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, Assistant Public Works Director Wes Jenkins, Mayor Randall, and Mr. Boles: 00:37:35 [Recording 1]

DRAFT

Agenda Packet [Page 142]

Link to motion: 00:44:05 [Recording 1]

MOTION:
A motion was made by Councilmember Tanner to approve the preliminary plat for the Ponderosa subdivision, a 4-lot single-family development located on the northwest corner of 2400 South and 3430 East including the recommendations from the Planning Commission.

SECOND:
The motion was seconded by Councilmember Larkin.

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Link to Mayor Randall calling for a recess until 6:00 p.m.: 00:44:42 [Recording 1]

ARGUMENTS FOR AND AGAINST THE TRAILS, PARKS & RECREATION GENERAL OBLIGATION BONDS:

Public meeting to hear arguments for and against the Trails, Parks & Recreation General Obligation Bonds.

BACKGROUND and RECOMMENDATION: On July 20, 2023, the Council approved Resolution No. 2023-006R providing for a Special Bond Election to be held on November 21, 2023 for the purpose of voting on a proposition regarding the issuance of not to exceed $29,000,000 General Obligation Bonds to finance all or a portion of the costs of acquiring, constructing, and improving trails, parks, and recreation facilities and amenities throughout the City. As part of the process, state law required the City to conduct a process to gather arguments 'for' and 'against' the proposition. Pursuant to §59-1-1604, Utah Code Annotated, the timeline for submitting arguments 'for' and 'against' the Bonds was as follows: September 8, 2023, notice was posted informing eligible voters of the opportunity to file a notice of intent to submit arguments 'for' or 'against' the Bond; September 18, 2023, deadline for voters to submit a notice of intent; September 22, 2023, deadline to submit arguments; September 25, 2023, The City's Election Officer provided a copy of the argument 'for' and the argument 'against' to the individuals who submitted an argument on the ballot proposition to allow them an opportunity to submit a rebuttal argument; and October 9, 2023, deadline to submit rebuttal arguments. Tonight, the arguments and rebuttal arguments will be read.

Link to introduction from Budget and Financial Planning Director Robert Myers and reading of the arguments for and against by City Recorder Christina Fernandez: 00:00:00 [Recording 2]

DRAFT

Agenda Packet [Page 154]

PUBLIC HEARING/GENERAL OBLIGATION BONDS:

Public hearing regarding (a) the issuance of not more than $29,000,000 of General Obligation Bonds; and (b) the potential economic impact that the improvements, facilities, or properties to be financed in whole or in part with the proceeds of said Bonds will have on the private sector.

BACKGROUND and RECOMMENDATION: State law requires a public hearing be held prior to an election that proposes an issuance of debt. The purpose of the public hearing is to receive input from the public regarding the proposed issuance of the Trails, Parks and Recreation General Obligation Bond and any potential economic impact that the improvements, facility or property financed in whole or in part with the proceeds of the Bonds may have on the private sector. Staff recommends holding the public hearing.

Link to introduction Mayor Randall: 00:10:40 [Recording 2]

Agenda Packet [Page 158]

Link to public hearing, including comments from residents Robert Klarich, Dana McCabe, Allie McQuivey, Steve Hooper, Shawn Christensen, Zachary Ray, Erika Hodges, Gary Henderson, Kenneth Hinton, Laura Bean, Marshall Topham, Wendi Bulkley, Gary Esplin, and Jamie Bahlmann: 00:10:58 [Recording 2]

Link to comments from Mayor Randall, the City Council, and Budget and Financial Planning Director Robert Myers: 00:46:10 [Recording 2]

PUBLIC HEARING/VACATE PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT/ORDINANCE:

Public hearing and consideration of an ordinance to vacate a portion of an existing public utilities, drainage and irrigation easement, located between Lots 14 & 15, Bella Viaggio Subdivision.

BACKGROUND and RECOMMENDATION: The subdivision for Bella Viaggio was recorded in the Office of the Washington County Recorder as Doc. No. 00849039 on November 3, 2003 and approved by the City Council on the 16th day of October, 2003.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins, including: 00:50:45 [Recording 2]

Agenda Packet [Page 165]

Link to public hearing, no comments were given: 00:51:28 [Recording 2]

Link to motion: 00:51:45 [Recording 2]

DRAFT

MOTION:
A motion was made by Councilmember Hughes to approve the ordinance to vacate a portion of an existing public utilities, drainage and irrigation easement, located between Lots 14 & 15, Bella Viaggio Subdivision.

SECOND:
The motion was seconded by Councilmember Larsen.

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/SALE OF A SIGNIFICANT PARCEL OF CITY OWNED REAL PROPERTY:

Public hearing to take public comment regarding the sale of a significant parcel of city owned real property located at 51 South 1000 East.

BACKGROUND and RECOMMENDATION: Utah Tech has requested, and the City has agreed to sell real property located on 1000 East and known as Fire Station #1 to Utah Tech with the condition that the Fire Station remain in full operation with no lease or rental payment until 90 days after receiving a certificate of occupancy on the newly constructed Fire Station #1. Utah Tech intends to thereafter utilize the buildings as part of the University.

Link to introduction from City Manager John Willis and presentation from Government Affairs Director Shawn Guzman: 00:52:26 [Recording 2]

Agenda Packet [Page 170]

Link to public hearing, no comments were given: 00:55:30 Recording 2]

PURCHASE AND SALE AGREEMENT:

Consider approval of a Purchase and Sale Agreement between the City and Utah Tech University for property located on 1000 East.

BACKGROUND and RECOMMENDATION: Utah Tech has requested, and the City has agreed to sell real property located on 1000 East and known as Fire Station #1 to Utah Tech with the condition that the Fire Station remain in full operation with no lease or rental payment until 90 days after receiving a certificate of occupancy on the newly constructed Fire Station #1. Utah Tech intends to thereafter utilize the buildings as part of the University. Staff recommends approval.

Link to presentation from Government Affairs Shawn Guzman: 00:55:46 [Recording 2]

DRAFT

Agenda Packet [Page 171]

Link to motion: 00:56:47 [Recording 2]

MOTION:
A motion was made by Councilmember Larkin to approve the Purchase and Sale Agreement between the City and Utah Tech University for property located on 1000 East.
SECOND:
The motion was seconded by Councilmember Hughes.
VOTE:
Mayor Randall called for a vote, as follows:

Councilmember Hughes – 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 AND UPDATES FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:
Link to reports from Councilmember Larsen: 00:57:11 [Recording 2]

Link to comments and reports from Mayor Randall: 00:57:38 [Recording 2]

Link to reports from Councilmember Hughes: 00:59:22 [Recording 2]

Link to reports from Councilmember Larkin: 01:02:42 [Recording 2]

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.

A closed session was not held.

ADJOURN:
Link to motion: 01:04:00 [Recording 2]

MOTION:
A motion was made by Larsen Councilmember to adjourn.
SECOND:
The motion was seconded by Councilmember Hughes.
VOTE:
Mayor Randall called for a vote, as follows:

DRAFT

Councilmember Hughes – 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
WORK MEETING
OCTOBER 26, 2023 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall – via Zoom for a portion of the meeting
Mayor Pro Tem Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen – via Zoom for a portion of the meeting
Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Tani Downing
Deputy City Attorney Jami Brackin
Assistant City Attorney Ryan Dooley
City Recorder Christina Fernandez
Water Services Director Scott Taylor
Operations Director Marc Mortensen
Assistant Public Works Director Wes Jenkins
Police Sergeant Jeremy Needles
Police Chief Kyle Whitehead

OTHERS PRESENT:

Andrew and Kimberly Lee
Myrna and Taylor Stout
Administrative Law Judge Lyn Creswell

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Laura Fairchild with the Baha'i Faith and The Pledge of Allegiance to the Flag was led by Councilmember McArthur.

Link to call to order, invocation, and flag salute: 00:00:00 [Recording 1]

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: 00:02:15 [Recording 1]

MOTION:

A motion was made by Councilmember Larkin to adjourn to a closed meeting to discuss litigation, property acquisition, and personnel.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Pro Tem Hughes called for a 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 comments from Mayor Pro Tem Hughes: 00:00:00 [Recording 2]

ADJOURN TO THE NEIGHBORHOOD REDEVELOPMENT AGENCY MEETING:

Link to motion: 00:00:15 [Recording 2]

MOTION:

A motion was made by Councilmember McArthur to adjourn from the work meeting and move into the Neighborhood Redevelopment agency meeting.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Pro Tem Hughes 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.

DISCUSSION REGARDING A PROPOSED WEEKLY MARKET TO BE HELD AT SEEGMILLER FARM:

Link to introduction from Parks and Community Services Director Shane Moore and presentation from Andrew and Kimberly Lee, including discussion between the City Council, Mayor Pro Tem Hughes, Deputy City Attorney Jami Brackin, City Attorney Tani Downing, Mr. and Mrs. Lee, and Mr. Moore: 00:00:00 [Recording 3]

Agenda Packet [Page 5]

Councilmember Larsen logged off Zoom during this presentation.

DISCUSSION REGARDING A PIONEERING AGREEMENT WITH MYRNA STOUT:

Link to presentation from Myrna Stout and Taylor Stout, including discussion between the City Council, Deputy City Attorney Jami Brackin, Mayor Pro Tem Hughes, Water Services Director Scott Taylor, City Manager John Willis, Ms. Stout, and Mr. Stout: 00:17:50 [Recording 3]

DISCUSSION REGARDING OPERATING GOLF CARTS ON PUBLIC STREETS:

Link to presentation from Police Sergeant Jeremy Needles, including discussion between Police Chief Kyle Whitehead, the City Council, Mayor Pro Tem Hughes,

DRAFT

Deputy City Attorney Jami Brackin, City Manager John Willis, and Sergeant Needles: 00:42:10 [Recording 3]

Mayor Randall logged off Zoom during this presentation.

DISCUSSION REGARDING UPDATING CITY CODE WITH REGARDS TO APPEALS:

Link to introduction from Deputy City Attorney Jami Brackin and presentation from Lyn Creswell, including discussion between City Attorney Tani Downing, Deputy City Attorney Jami Brackin, the City Council, Mayor Pro Tem Hughes, and Mr. Creswell: 01:00:21 [Recording 3]

ADJOURN:

Link to motion: 01:19:56 [Recording 3]

MOTION:

A motion was made by Councilmember McArthur to adjourn.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 26, 2023 5:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall – via Zoom
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Gregg McArthur
Councilmember Natalie Larsen – via Zoom
Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Tani Downing
City Recorder Christina Fernandez
Budget and Financial Planning Manager Robert Myers
Economic Development Director Chad Thomas
Operations Director Marc Mortensen
Administrative Services Director Trevor Coombs

OTHERS PRESENT:

Jason Burningham with Lewis Robertson and Burningham
Isaac Barlow with Tech Ridge
Several residents

CONVENE IN THE REGULAR MEETING OF THE CITY COUNCIL:

Link to motion: 00:00:00

MOTION:
A motion was made by Councilmember McArthur to convene in the Regular Meeting of the City Council.

SECOND:
The motion was seconded by Councilmember Tanner.

VOTE:
Mayor Pro Tem Hughes 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.

ADOPT THE TECH RIDGE AMENDED PROJECT AREA PLAN/ORDINANCE:
Consider approval of Ordinance No. 2023-031 to adopt the Amended Project Area Plan for the Tech Ridge Community Development Project Area as the "Official Plan" and related matters.

BACKGROUND and RECOMMENDATION: On November 20, 2008, the Redevelopment Agency of the City of St. George (the "Agency"), adopted a Project Area Plan and a

DRAFT

Project Area Budget (the "Plan" and "Budget") for the St. George Airport Community Development Project Area. In December 2021 the City of St. George adopted the Tech Ridge Development Agreement which provides for a master-planned, mixed-use development within the project area that includes 1 million square feet of Class-A office space and mixed retail and residential. This development is anticipated to create 6,000 direct jobs and significantly grow the Technology Sector in Washington County. Due to the change in vision for the project, significant public infrastructure requirement and inflationary impact on cost, pursuant to statute 17C of the Utah Code, the Agency desires to amend the St. George Airport Community Project Area Plan and Project Area Budget documents. Proposed key amendments include: 1) Rename the project area to the Tech Ridge Community Development Area, 2) Extend the maximum duration of the CDA through December 31, 2055 (32 years), 3) Split the development into three tranches (phases) that will be triggered at different points and have a collection period of 26 years per tranche, and 4) increase the tax increment cap to $50 million in net present value. Tonight's item is a request to approve an ordinance adopting the Amended Project Area Plan for the Tech Ridge Community Development Project Area as the "Official Plan" and related matters. Staff recommends approval of the ordinance.

Agenda Packet [Page 11]

Link to discussion between City Attorney Tani Downing, Deputy City Attorney Jami Brackin, Jason Burningham with Lewis Roberson and Burningham, and City Manager John Willis: 00:00:20

Link to motion: 00:02:24

MOTION:
A motion was made by Councilmember Larkin to approve the ordinance to adopt the Amended Project Area Plan for the Tech Ridge Community Development Project Area as the "Official Plan" and related matters.

SECOND:
The motion was seconded by Councilmember Tanner.

VOTE:
Mayor Pro Tem Hughes 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.

APPOINTMENTS:

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: 00:03:42

DRAFT

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.

A closed meeting was not held.

Link to motion: 00:04:39

MOTION:

A motion was made by Councilmember McArthur to adjourn from the regular meeting and reconvene into the work meeting.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Pro Tem Hughes 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: 11/02/2023 **Agenda Item Number:** 04

Subject:

Consider approval of Ordinance No. 2032-032 amending the city general plan future land-use map from LDR (Low Density Residential to COM (Commercial) on approximately 18.69 acres generally located on the north side of Riverside Drive between approximately 800 East and 1050 East for a project to be known as Riverside Drive Property.

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Rulon B Cox Land and Inv. Co.

Reference Number: 2023-GPA-006

Address/Location:

Riverside Drive between approximately 800 East and 1050 East.

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

The current use of this property is agriculture, and the property fronts Riverside Drive which is an arterial road. At their meeting held on October 10, 2023, the Planning Commission held a public hearing and recommended approval.

Staff Narrative (need/purpose):

This General Plan Amendment is for land generally located on the north side of Riverside Drive between approximately 800 East and 1050 East. The purpose of this request is to change the land use designation from LDR (Low Density Residential) to COM (Commercial) The applicant has submitted a conceptual design consisting of a plan that includes office space and restaurant space. With a commercial land use designation, the applicant would be eligible to change the zone on this property to the C-3 (General Commercial) or the

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 7-0 vote, the Planning Commission recommended approval of this general plan amendment.

PLANNING COMMISSION AGENDA REPORT: 10/10/2023
CITY COUNCIL AGENDA REPORT: 11/02/2023

Riverside Dr. Property General Plan Amendment (Case No. 2023-GPA-006)	
Request:	Consider approval of an ordinance amending the city general plan future land-use map from LDR (Low Density Residential to COM (Commercial) on approximately 18.69 acres generally located on the north side of Riverside Drive between approximately 800 East and 1050 East for a project to be known as Riverside Dr. Property.
Applicant:	Rulon B Cox Land and Inv. Co.
Representatives:	Skyler Lawrence and Wes Davis
Location:	Located on the north side of Riverside Drive between approximately 800 East and 1050 East
Existing General Plan:	LDR (Low Density Residential)
Proposed General Plan:	COM (Commercial)
Existing Zoning:	R-1-10 (Single Family Residential, 10,000 square feet minimum lot size)
Land Area:	Approximately 18.69 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 north side of Riverside Drive between approximately 800 East and 1050 East. The purpose of this request is to change the land use designation from LDR (Low Density Residential) to COM (Commercial).

This request includes parcel SG-5-2-32-31021 and parcel SG-5-2-32-310811, with the total acreage of approximately 18.69 acres. The current use is agriculture, and the property fronts Riverside Drive which is an arterial road. Between I-15 and River Road the majority of the land that borders Riverside Drive has a commercial designation, except for this stretch of land and the open space along the river. However, this property is surrounded by a school on the west side and residential property to the north. If the commercial land use designation is approved, a landscape buffer would be required to buffer the residential property from the commercial development.

A small portion of this property does fall within the 100-year Flood Plain designation and a majority of the property falls within the Erosion Hazard boundary. Steps will be required to be taken before development can occur.

The applicant has submitted a conceptual design consisting of a plan that includes office space and restaurant space. With a commercial land use designation, the applicant would be eligible to change the zone on this property to the C-3 (General Commercial) or the PD-C (Planned Development Commercial) zone with all the associated permitted uses.

RECOMMENDATION:
With a 7-0 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:
With a 7-0 vote, the Planning Commission recommended approval of this General Plan Amendment for 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.
3. This proposed major employment center or large traffic generator is located on an arterial road.

Exhibit A
Applicant's Narrative

The property is currently zoned R-1-10 and is general planned LDR. The property to the East is zoned PD-C and general planned Com, the properties across the street to the SouthEast are also zoned PD-C and general planned Com. Traveling West on Riverside Dr the vast majority of the properties are zoned C-3, A-P, PD- C, with a general plan of Commercial. The property owner is requesting the property be amended to general planned commercial. This request will make it more consistent with the surrounding zoning and uses of the adjoining properties.

Exhibit B
PowerPoint Presentation



Riverside Drive Property

General Plan Amendment

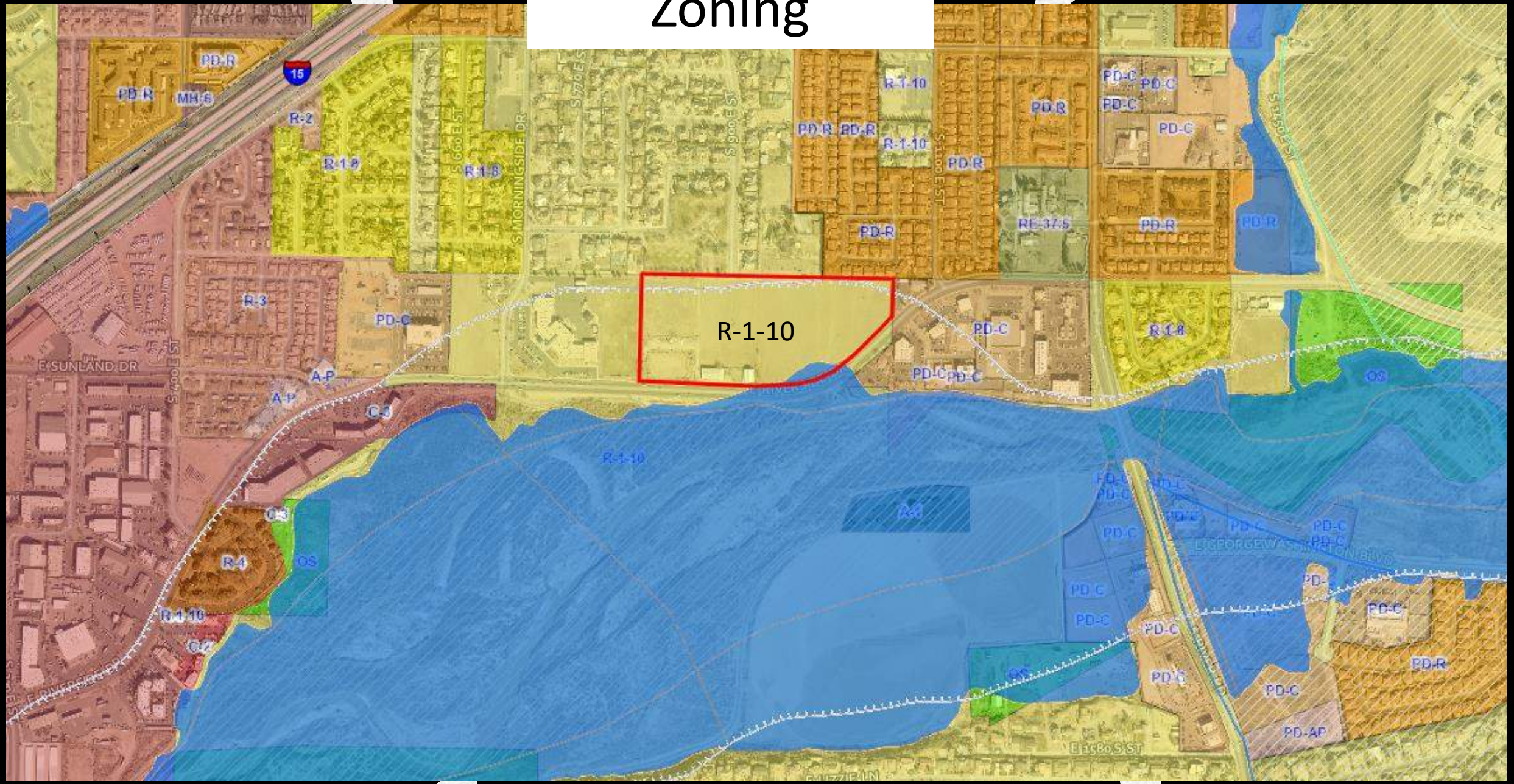
2023-GPA-006



Location


15
E 900 S ST
S 770 E ST
S 900 E ST
S 1100 E ST
S 1450 E ST
S 660 E ST
S MORNINGSIDE DR
E SUNLAND DR
S 400 E ST
E RIVERSIDE DR
E GEORGE WASHINGTON BLVD
S RIVER RD
E 1580 S ST
E LIZZIE LN
S 270 E ST

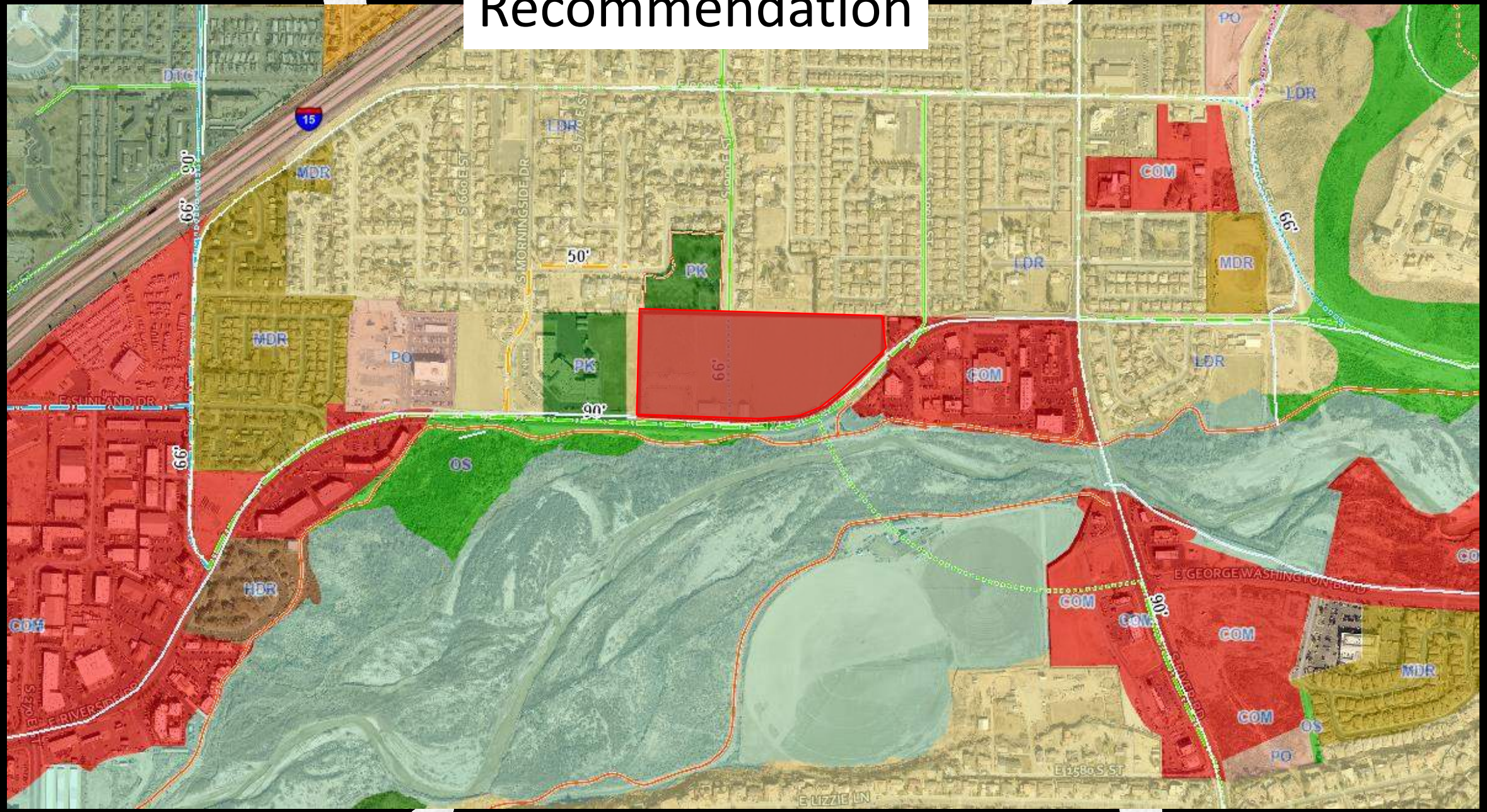
Zoning


R-1-10
PD-R
PD-C
R-2
R-1-8
R-3
R-4
C-2
C-3
A-P
A-1
OS
RE-37.5
15
S 660 E ST
S 700 E ST
S 900 E ST
S MORNINGSIDE DR
E SUNLAND DR
E GEORGE WASHINGTON BLVD
E 1680 S ST

Land Use


LDR
MDR
PK
PO
COM
OS
HDR
50'
99'
66'
90'
S MORNINGSIDE DR
E SUNLAND DR
E GEORGE WASHINGTON BLVD
E LIZZIE LN

Recommendation



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 18.69 ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF RIVERSIDE DRIVE BETWEEN 800 EAST AND 1050 EAST FOR A PROJECT TO BE KNOWN AS RIVERSIDE DR. PROPERTY.

(Riverside Dr. Property)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from LDR (Low Density Residential) to COM (Commercial) on approximately 18.69 acres generally located on the north side of Riverside Drive between 800 East and 1050 East; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on November 2, 2023; and

WHEREAS, the Planning Commission held a public hearing on this request on October 10, 2023, and recommended approval with a 7-0 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 LDR (Low Density Residential) to COM (Commercial) on approximately 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 2nd day of November 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"
Location of General Plan Amendment
for Riverside Dr. Property



October 23, 2023

1:8,405

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Agenda Date: 11/02/2023 **Agenda Item Number:** 05

Subject:

Consider approval of Ordinance No. 2023-033 to amend the City Zoning Map by amending the zone from R-2 (Multiple Family) to PD-C (Planned Development Commercial) on approximately 2.20 acres generally located at 85 S. 400 East Street for the purpose of building Fire Station 1 on this property.

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: The City of St. George

Reference Number: 2023-ZC-016

Address/Location:

85 South 400 East Street

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

This is a request for a zone change in anticipation of a future fire station to be built at this location. At their meeting held on October 24, 2023, the Planning Commission held a public hearing and recommended approval with conditions with a 7-0 vote.

Staff Narrative (need/purpose):

The current location of Fire Station 1 is 51 S. 1000 East Street. This site has served the City well; however, due to increasing traffic congestion and the lack of space inside the building, the City has decided to move locations. In addition, the new location is closer to the center of downtown St. George which will help with response times which in turn can reduce insurance rates for homeowners.The required minimum front setback for the PD-C zone is 20. The plans for the new fire station show the front setback on 400 East Street to be 13.28, and the front setback on 100 South Street to be 12.75. Both setbacks do not meet the minimum setback requirement. In addition, the minimum required landscape buffer is 10 wide. However, the existing landscape buffer is 7 wide. At this time, the City is asking for a legislative exception for the front setbacks and the landscape buffer due to the size constraints of the lot. The orientation of the structure presented was the only way it could fit on the lot while giving the fire trucks the maximum space available to make the required turning maneuvers to fit into the garage.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 7-0 vote, the Planning Commission recommended approval of this zone change for Fire Station 1 with the following conditions:1.That the City Council approves a legislative exception for the proposed front setbacks to be reduced to 12.75 on 100 South Street and 13.28 on 400 East Street.2.That the City Council approves a legislative exception for the 10 landscape buffer to be reduced to 7.

PLANNING COMMISSION AGENDA REPORT: 10/24/2023
CITY COUNCIL AGENDA REPORT: 11/02/2023

St. George Fire Station 1 Zone Change (Case No. 2023-ZC-016)		
Request:	Consider a request to amend the City Zoning Map by amending the zone from R-2 (Multiple Family) to PD-C (Planned Development Commercial) on approximately 2.20 acres generally located at 85 S. 400 East Street for the purpose of building Fire Station 1 on this property.	
Applicant:	City of St. George	
Location:	85 S. 400 East Street	
General Plan:	CN (Connected Neighborhood)	
Existing Zoning:	R-2 (Multiple Family)	
Surrounding Zoning:	North	A-P (Administrative Professional)
	South	R-1-8 (Single Family 8,000 square foot minimum lot size)
	East	R-2 (Multiple Family)
	West	R-2 (Multiple Family)
Land Area:	Approximately 2.20 acres	



BACKGROUND:
This is a request for a zone change in anticipation of a future fire station to be built at this location. The City of St. George is requesting this property be changed from R-2 (Multiple Family Residential) to PD-C (Planned Development Commercial) to accommodate this new city facility. This new fire station will be called Fire station #1 and will be the new headquarters for the fire department.

The current location of Fire Station 1 is 51 S. 1000 East Street. This site has served the City well; however, due to increasing traffic congestion and the lack of space inside the building, the City has decided to move locations. In addition, the new location is closer to the center of downtown St. George which will help with response times which in turn can reduce insurance rates for homeowners.

The new fire station will be 19,541 square feet and approximately 32' tall. The building will be located on the west side of the property and be built of red brick with dark red siding accent walls. The parking lot will have 56 stalls as well as access to the vehicle bays.

The required minimum front setback for the PD-C zone is 20'. The plans for the new fire station show the front setback on 400 East Street to be 13.28', and the front setback on 100 South Street to be 12.75'. Both setbacks do not meet the minimum setback requirement. In addition, the minimum required landscape buffer is 10' wide. However, the existing landscape buffer is 7' wide.

At this time, the City is asking for a legislative exception for the front setbacks and the landscape buffer due to the size constraints of the lot. The orientation of the structure presented was the only way it could fit on the lot while giving the fire trucks the maximum space available to make the required turning maneuvers to fit into the garage.

Please see the zoning requirement details below:

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks		Front/ Street Side: 12.75', 13.28' Side: ' Rear:	The required setbacks are: Front/ Street Side: 20' Side/ Rear: 10'
Uses	10-8D-2	Fire Station	The proposed use for this PD-C will be City Facility.
Height and Elevation	10-8D-2	Approximate Height: 32'	The maximum height allowed in a PD-C is 50'. This proposal meets the regulations.
Landscape Plan	10-8D-2	A conceptual landscape plan has been included.	The plans will be required to meet the landscape regulations except for the area covered in the development agreementr.

Utilities	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. We will ensure this is completed during the site plan approval process.
Signs	10-8D-2	None shown	Any signs will need to meet the sign regulations found in Title 9-13.
Lighting	10-8D-2	Photometric plan provided	The lighting will need to be at or below 1.0 foot candles at the property line with dark sky lighting.
Lot Coverage	10-8D-6	The proposed building covers 20% of the lot.	The PD-C zone allows building coverage up to 50%.
Solid Waste	10-8D-6	Solid waste is shown on the plans	Solid waste appears to meet requirements
Buffer Protection of Residential Property	10-8D-6	Nothing shown	There will need to be a 8' landscape buffer along the east and north property line that abuts residential
Parking	10-19-5	The parking lot will have 56 stalls.	This amount is specific to the needs of this particular structure.
EVCS And Bike Parking	10-19-6	None shown	They will be required to have conduit to one parking space for a future EVCS and a bike rack that holds at least two bikes.

RECOMMENDATION:
With a 7-0 vote, the Planning Commission recommended approval of this zone change for Fire Station 1 with the following conditions:

1. That the City Council approves a legislative exception for the proposed front setbacks to be reduced to 12.75' on 100 South Street and 13.28' on 400 East Street.
2. That the City Council approves a legislative exception for the 10' landscape buffer to be reduced to 7'.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions.
3. Deny this request.
4. Table or Continue the proposed zone change amendment to a specific date.

POSSIBLE MOTION:
I move we approve Ordinance No. 2023-xxx, an amendment to the City Zoning Map by amending the zone from R-2 (Multiple Family) to PD-C (Planned Development Commercial) on approximately 2.20 acres generally located at 85 S. 400 East Street for the purpose of building Fire Station 1 on this property.

FINDINGS FOR APPROVAL:

1. That a zoning map amendment application was filed by the applicant in accordance with section 10-1-8 of the St. George city code.
2. The proposed zoning is consistent with the general plan designations on the property.

Exhibit A
PowerPoint Presentation

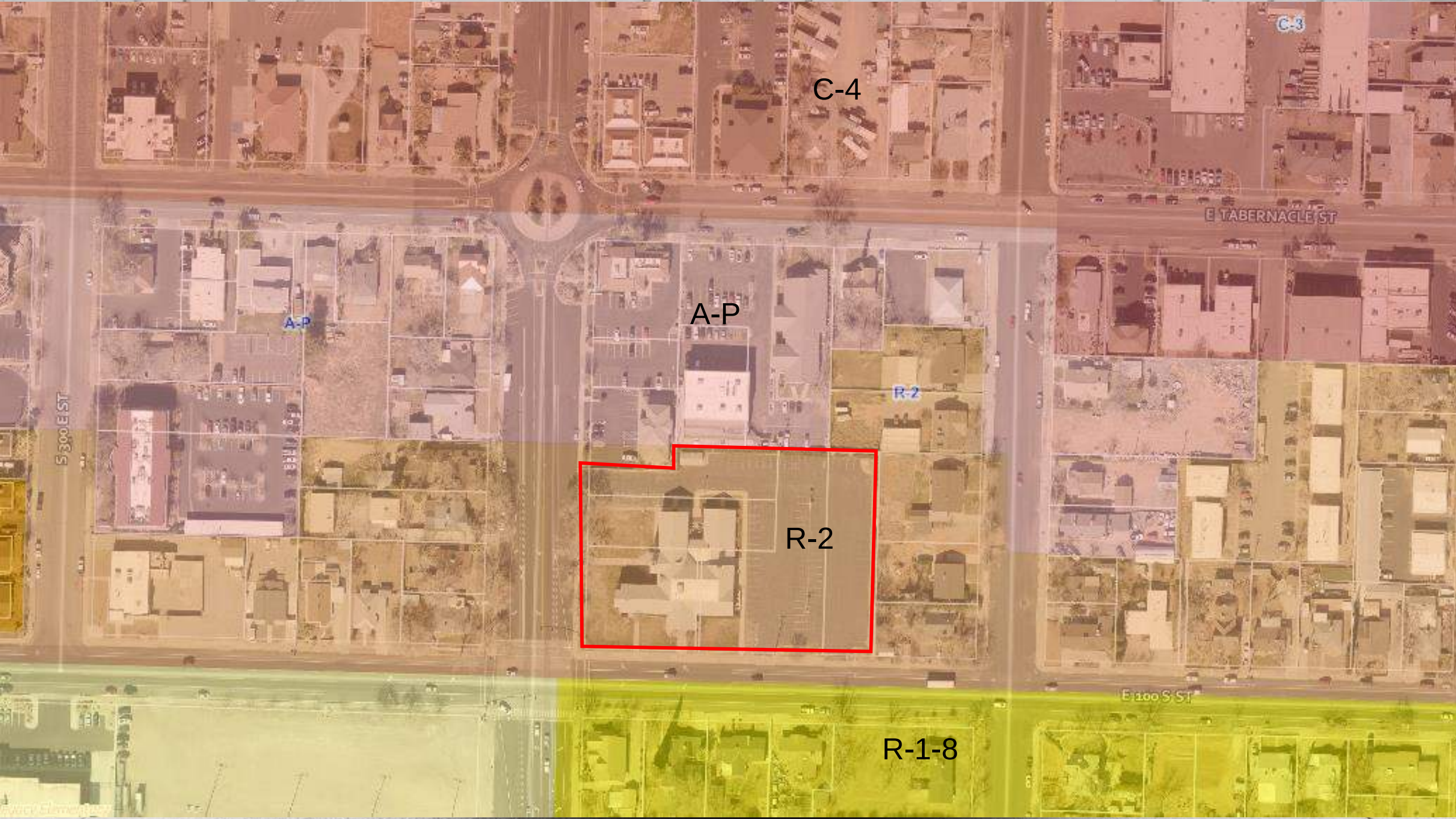


ST. GEORGE FIRE STATION 1

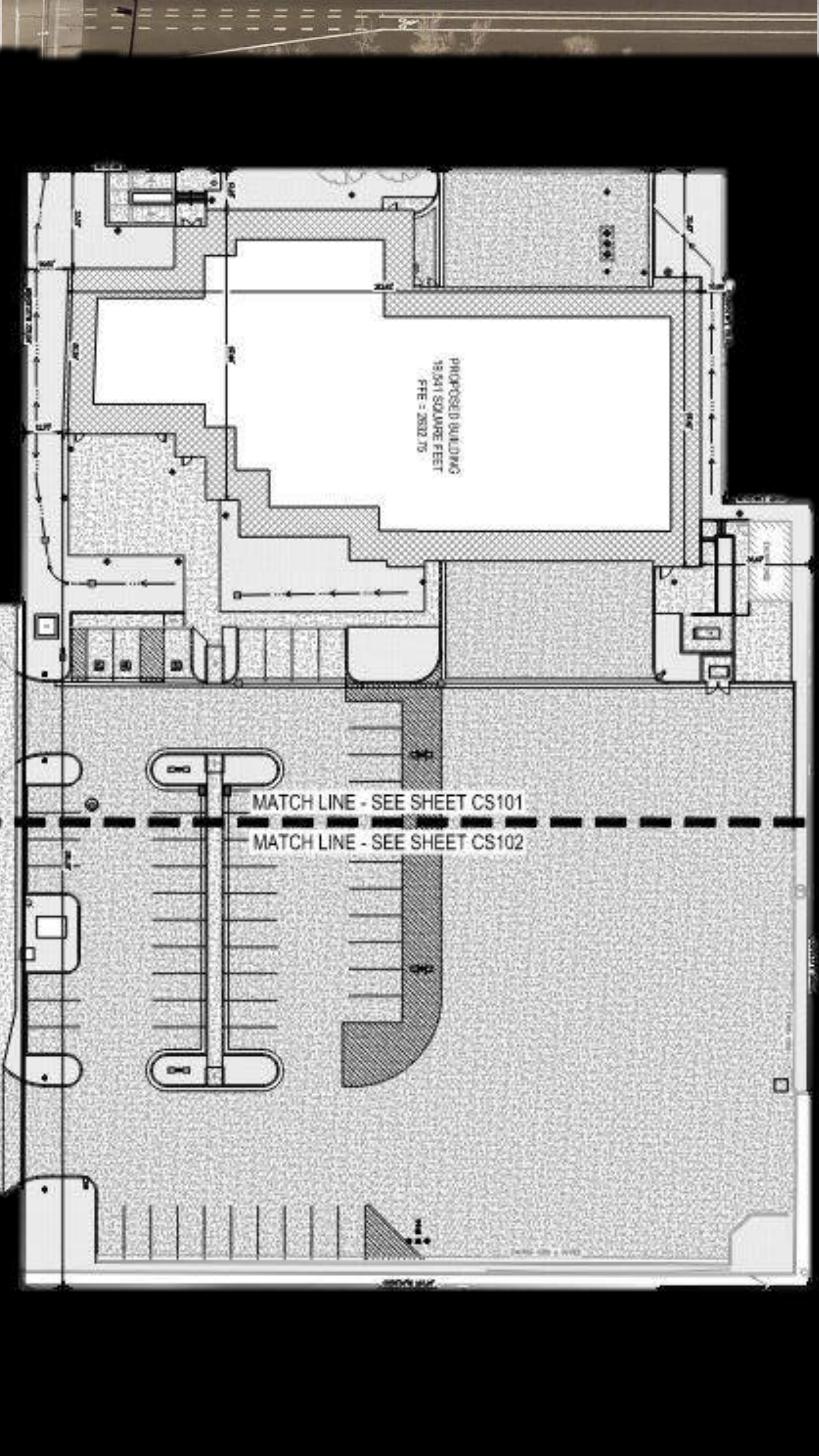
ZONE CHANGE (2023-ZC-016)

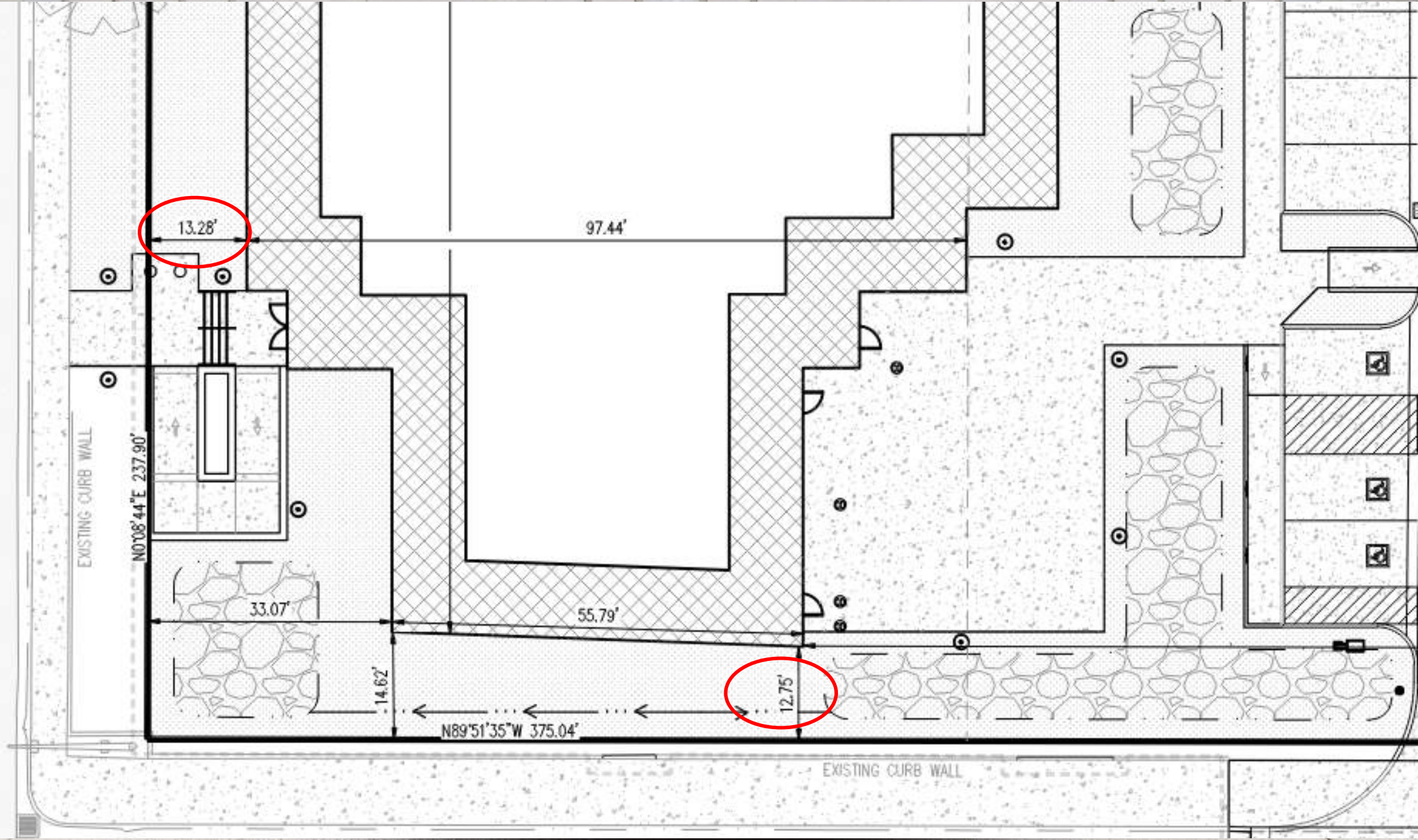

S 300 E ST
E 100 S ST
S FLOOD ST
S 500 E ST


S 300 E ST
E TABERNACLE ST
E 100 S ST
Connected
Neighborhood

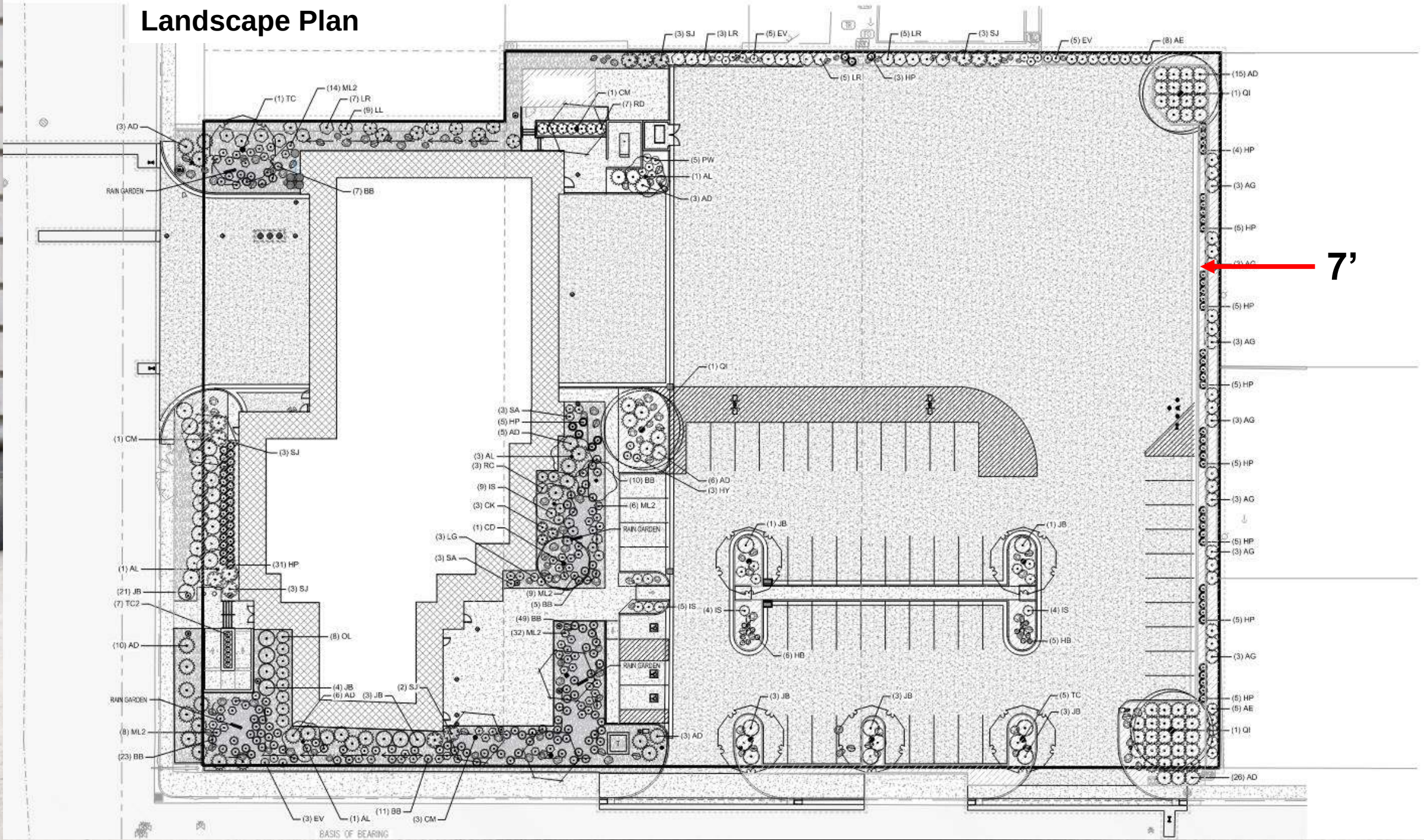

C-4
A-P
R-2
R-1-8
C-3
E TABERNACLE ST
S 300 E ST
E 100 S ST

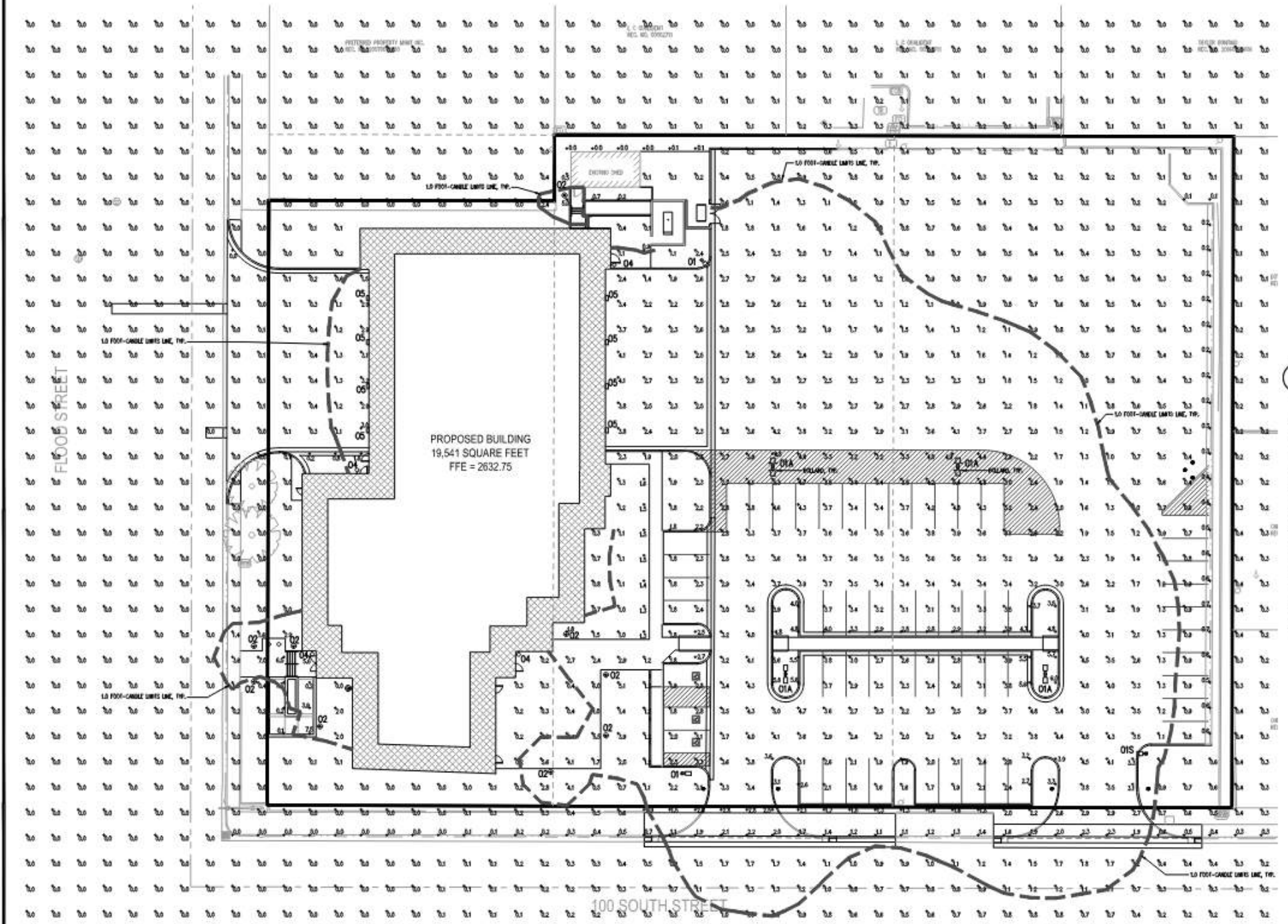
Lot
Lot
Lot
Lot
Lot
Lot
Lot
Lot
Lot

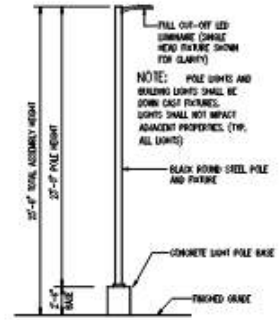

PROPOSED BUILDING
18,541 SQUARE FEET
FFE = 2632.75
MATCH LINE - SEE SHEET CS101
MATCH LINE - SEE SHEET CS102


13.28'
97.44'
EXISTING CURB WALL
N01°08'44"E 237.90'
33.07'
55.79'
14.62'
12.75'
N89°51'35"W 375.04'
EXISTING CURB WALL

Landscape Plan







2 AREA LIGHT DETAIL
SCALE: NOT TO SCALE

NOTES:

FILM WAS BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS, LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE OWNER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS.

THE STUDY IS BASED ON REQUESTED ILLUMINATION LEVELS, LUMINAIRE LOCATIONS, OR ADDITIONAL CRITERIA BY THE AUTHORITIES HAVING JURISDICTION.

THE CALCULATED PHOTOMETRIC LEVELS MAY OR MAY NOT MEET CERTAIN STANDARDS OR RECOMMENDED PRACTICES OF IESNA.

THE PHOTOMETRIC PLAN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS UTILIZING CURRENT INDUSTRY STANDARD LAMP RATINGS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY (IES) APPROVED METHODS. LABORATORY TESTS ARE MADE UNDER OPTIMUM CONDITION, WITH LAMP OUTPUT AT RATED VALUE, AND IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS.

ACTUAL ILLUMINANCE LEVELS MAY DIFFER DUE TO VARIABLE FIELD CONDITIONS SUCH AS (BUT NOT LIMITED TO): VARIANCE IN LAMP LUMEN OUTPUT; LAMP BLT FACTOR; BALLAST WATTAGE OUTPUT; LINE VOLTAGE AT BALLAST; REFLECTOR SPECULARITY; LAMP LUMEN DEPRECIATION; AND LUMINAIRE DIRT DEPRECIATION.

THE 25'-0" MOUNTING HEIGHT IS THE ACTUAL ASSEMBLY (POLE, BASE, AND FIXTURE) AND MAY DIFFER FROM THE FROM THE LUMINAIRE'S LUMINOUS APERTURE.

THIS PLAN IS FOR RELATIVE LAYOUT AND SCOPE OF WORK PURPOSES ONLY. REFER TO SITE PLAN PREPARED BY LOCAL CONSULTANT FOR RELATIONSHIP OF THESE LUMINAIRES AND THEIR LOCATIONS TO EXISTING STRUCTURES AND REFERENCE.

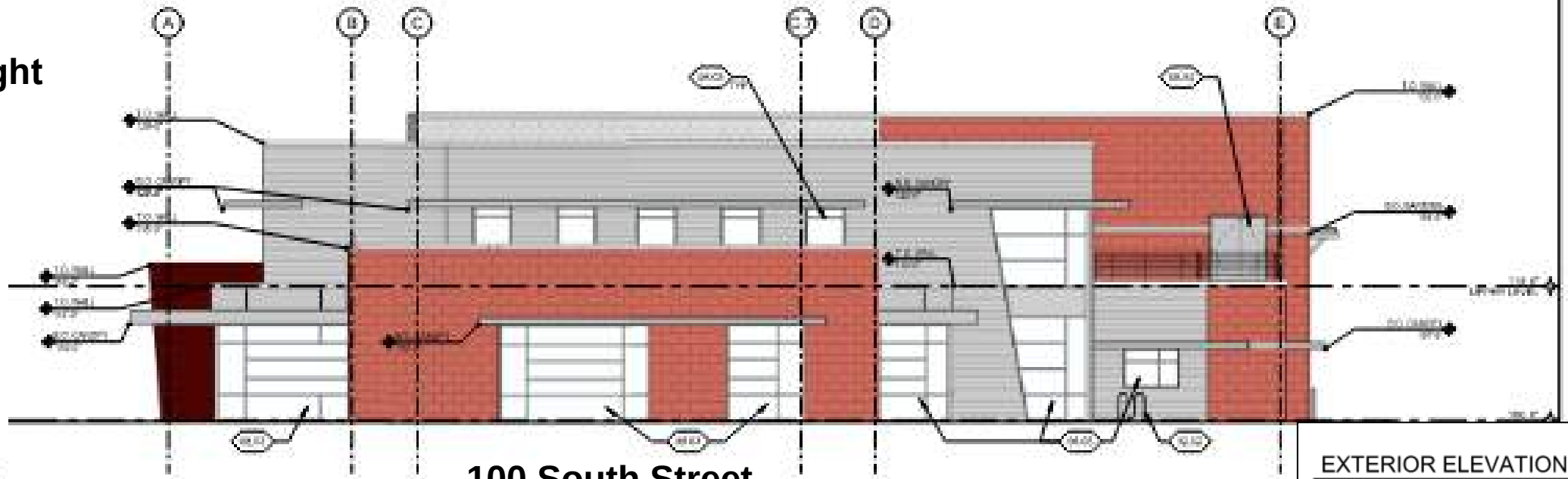
Photometric Plan

LUMINAIRE SCHEDULE

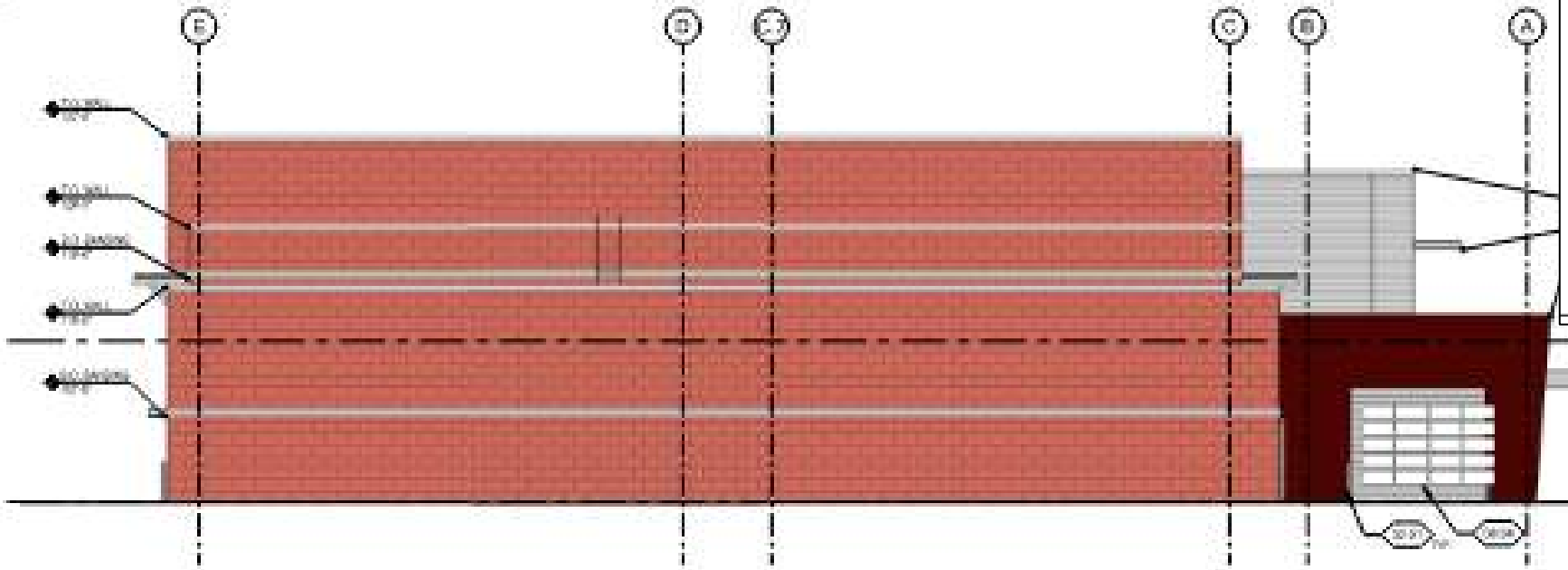
POLE SCHEDULE

ST. GEORGE FIRE DEPARTMENT
FIRE STATION #1

32’ Max Height



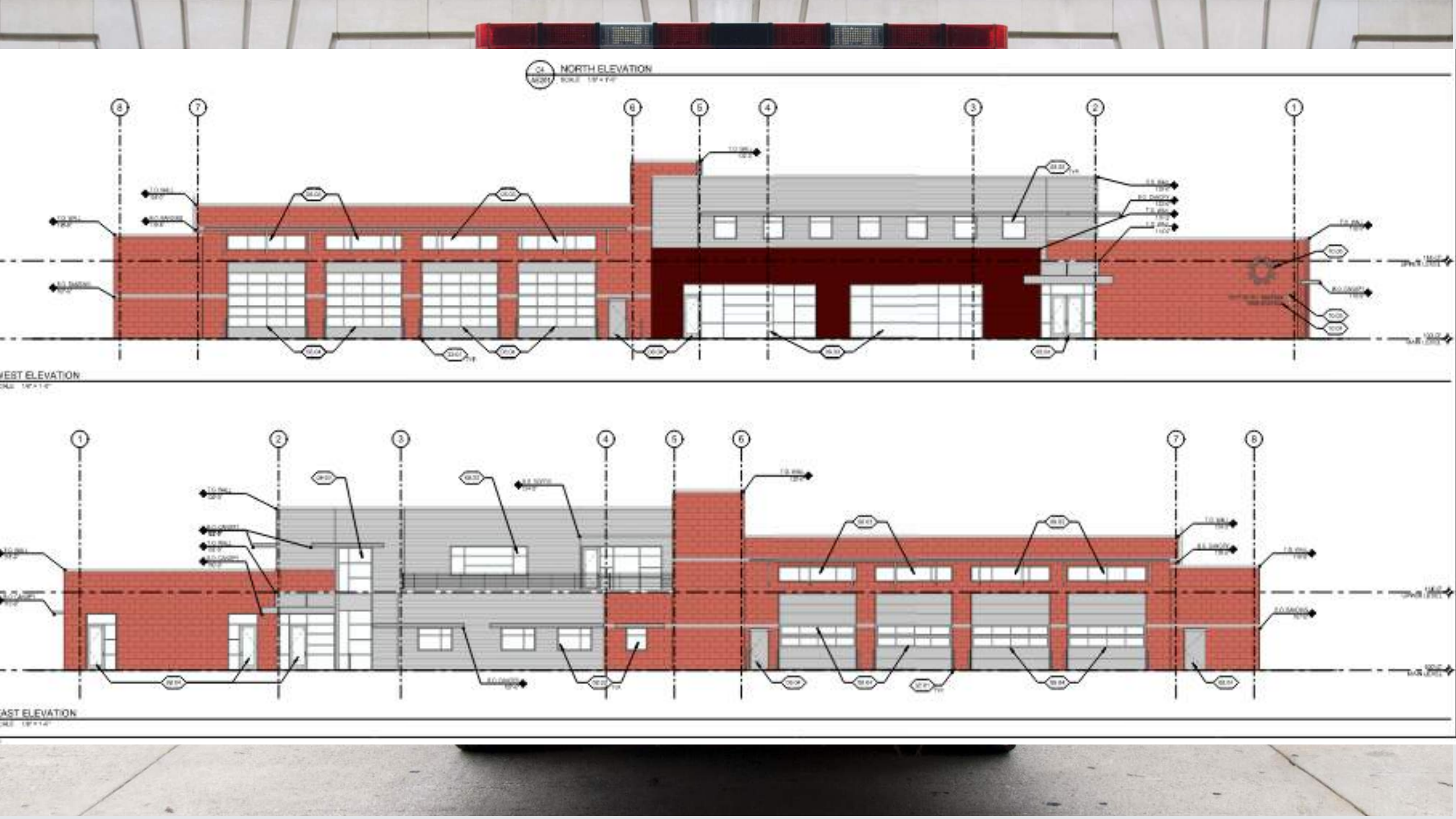
100 South Street

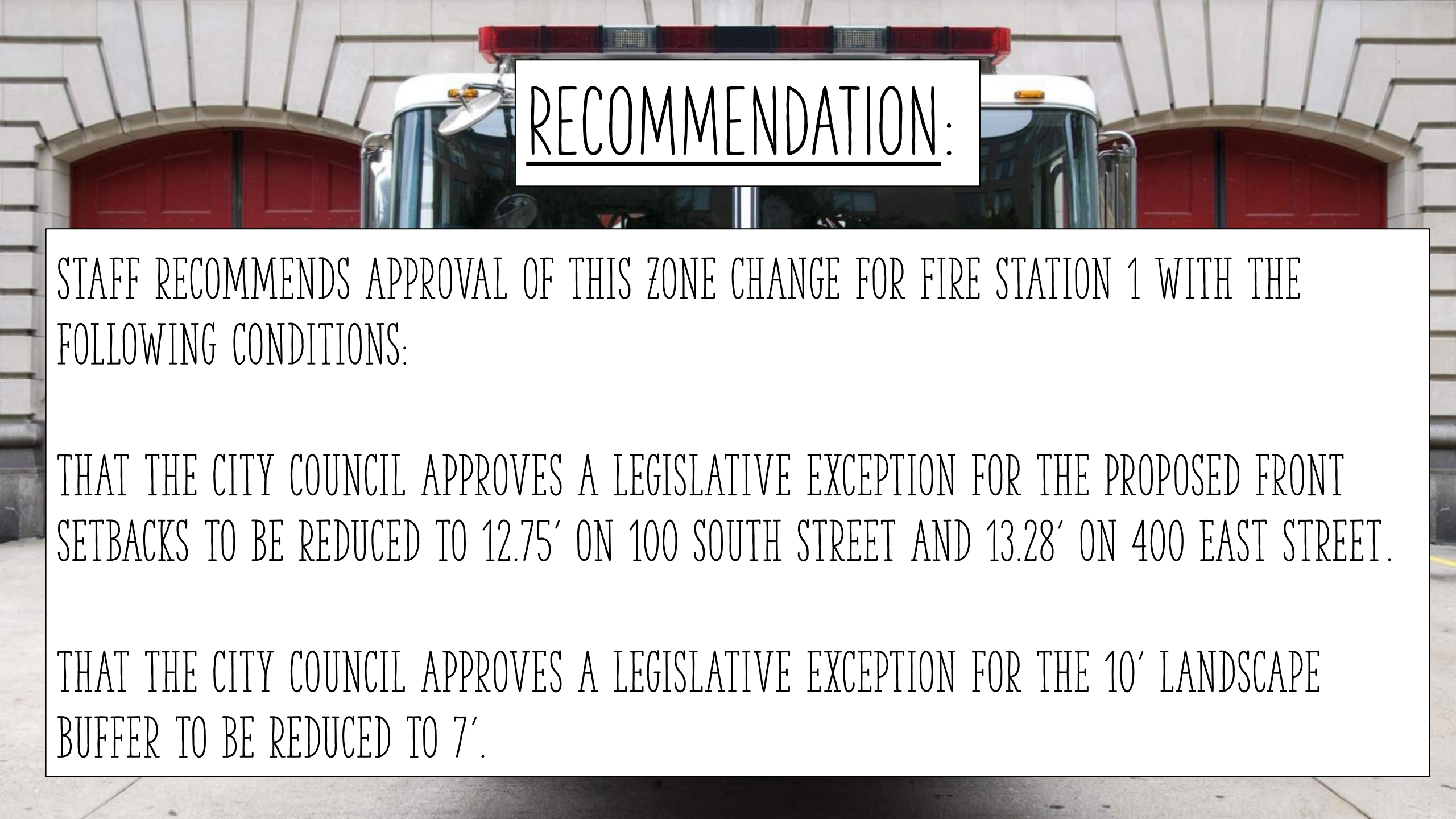


North Side A-P Zone

EXTERIOR ELEVATION LEGEND:

- 12x24 STONE VENEER; BASIS-OF-DESIGN: ROCKCAST SMOOTH, CUSTOM RED.
- 6" HORIZONTAL METAL PANEL SIDING; BASIS-OF-DESIGN: MAC, NORWOOD, ASH GREY.
- CLEAR ANODIZED ALUMINUM COMPOSITE PANELING.
- 6" ALUMINUM SIDING; BASIS-OF-DESIGN: FIRESTONE, COLONIAL RED.


NORTH ELEVATION
WEST ELEVATION
EAST ELEVATION



RECOMMENDATION:

STAFF RECOMMENDS APPROVAL OF THIS ZONE CHANGE FOR FIRE STATION 1 WITH THE FOLLOWING CONDITIONS:

THAT THE CITY COUNCIL APPROVES A LEGISLATIVE EXCEPTION FOR THE PROPOSED FRONT SETBACKS TO BE REDUCED TO 12.75' ON 100 SOUTH STREET AND 13.28' ON 400 EAST STREET.

THAT THE CITY COUNCIL APPROVES A LEGISLATIVE EXCEPTION FOR THE 10' LANDSCAPE BUFFER TO BE REDUCED TO 7'.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM R-2 (MULTIPLE FAMILY) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 2.20 ACRES GENERALLY LOCATEDAT 85 SOUTH 400 EAST STREET FOR THE PURPOSE OF BUILDING FIRE STATION 1 ON THIS PROPERTY FOR A PROJECT TO BE KNOWN AS ST. GEORGE FIRE STATION 1. CASE NO. 2023-ZC-016

(St. George Fire Station 1)

WHEREAS, the property owner has requested a zone change from R-2 (Multiple Family) to PD-C (Planned Development Commercial) on approximately 2.20 acres located approximately at 85 South 400 East Street for the purpose of building fire station 1; and

WHEREAS, the City Council held a public meeting on this request on November 2, 2023; and

WHEREAS, the Planning Commission held a public hearing on the request on October 24, 2023; and recommended approval with a x-x vote; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from R-2 (Multiple Family) to PD-C (Planned Development Commercial). The zone 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". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat or site plan is not approved within one year of the adoption of this Ordinance, this Ordnance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 2nd day of November 2023.

ST. GEORGE CITY: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit “A” – Legal Description

LEGAL DESCRIPTION

A PARCEL OF GROUND LOCATED IN LOTS 2, 3, AND 4, BLOCK 61, PLAT “B”, ST. GEORGE CITY SURVEY BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, ST. GEORGE CITY, WASHINGTON COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 61, PLAT "B", ST. GEORGE CITY SURVEY, SAID POINT OF BEGINNING BEING SOUTH 89°53'01" WEST ALONG THE MONUMENT LINE 29.85 FEET AND NORTH 0°06'59" WEST 32.04 FEET FROM THE CITY SURVEY MONUMENT AT THE INTERSECTION OF 400 EAST STREET AND 100 SOUTH STREET; AND RUNNING THENCE NORTH 0°08'44" EAST LONG THE WEST LINE OF SAID BLOCK 61 AS DISTANCE OF 234.92 FEET TO A POINT WHICH IS SOUTH 0°08'44" WEST 29.00 FEET FROM THE NORWEST CORNER OF LOT 4 IN SAID BLOCK 61; THENCE SOUTH 89°51'16" EAST 111.01 FEET TO THE WEST LINE OF LOT 3 OF SAID BLOCK 61; THENCE NORTH 0°08'44" EAST ALONG THE LOT LINES 29.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 IN BLOCK 61; THENCE SOUTH 89°51'37" EAST ALONG THE LOT LINES 264.02 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SAID BLOCK 61; THENCE SOUTH 0°08'36" WEST 263.91 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 IN BLOCK 61; THENCE NORTH 89°51'35" WEST ALONG THE SOUTH LINE OF SAID BLOCK 61 A DISTANCE OF 375.04 FEET TO THE POINT OF BEGINNING.

CONTAINS: 95,756 SQ.FT. OR 2.198 ACRES, MORE OR LESS

Exhibit “B” – Parcel Exhibit



October 23, 2023

1:2,101

0 0.0175 0.035 0.07 mi

0 0.0275 0.055 0.11 km

Agenda Date: 11/02/2023 **Agenda Item Number:** 06

Subject:

Consider approval of Ordinance No. 2023-034 amending the City zoning map from RE-20 (Residential Estates, 20,000 sq ft minimum lot size) to A-1 (Agricultural) on approximately 2.48 acres generally located at approximately 2650 east Seegmiller Drive for the purpose of creating consistent zoning on this split-zoned parcel. Case no. 2023-ZC-013

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Mike Terry

Reference Number: 2023-ZC-013

Address/Location:

Located at approximately 2650 east Seegmiller Drive

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

In order to remove the split zoning on the property, the applicant submitted an application to change the zoning on a portion of the property from RE-20 (Residential Estates, 20,000 sq ft minimum lot size) to A-1 (Agriculture 1 acre minimum lot size). The Planning Commission held a public hearing on the request and recommended approval of the application with a 7-0 vote and no conditions.

Staff Narrative (need/purpose):

The applicants desire is to construct a single home on the property and combine the property into a single lot. In order to do that, the zoning on the property must be consistent and not split. For this reason, the applicant is requesting a zoning map amendment to provide A-1 zoning on the entire property.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On October 10, 2023, the Planning Commission held a public hearing to receive input from the public and had no public comment. They recommend approval of the application with a 7-0 vote and no conditions .

St.George
Community Development

ZONE CHANGE

PLANNING COMMISSION AGENDA REPORT: **10/10/2023**
CITY COUNCIL AGENDA REPORT: **11/02/2023**

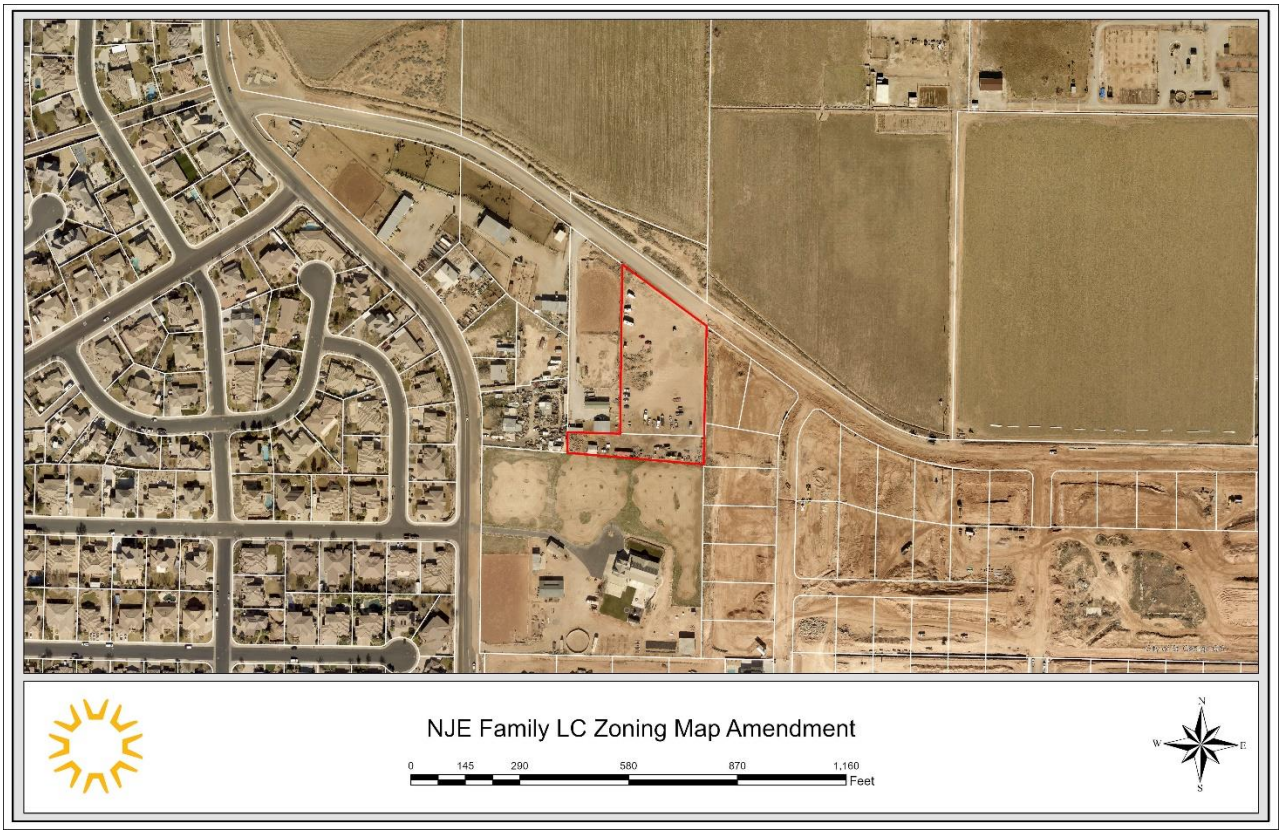
ZONE CHANGE
NJE Family LC Zone Change
Case No. 2023-ZC-013

Request: The request at hand is to zone 2.48 acres to A-1 (Agricultural) zoning. The property consists of two parcels which has split zoning, A-1 (0.72 acres) and RE-20 (1.76 acres). The applicant is requesting that the entire 2.48 acre site be zoned A-1. This will allow him to consolidate the lots into one and build a single home and maintain animal rights on the property.

Representative: Mike Terry

Parcel Number: SG-5-3-10-4301 & SG-5-3-10-4305

Location: The property is located on the south side of Seegmiller Drive at approximately 2650 East.



Total Acreage: Approximately 2.48 acres

Existing Zoning: A-1 (Agriculture 1 acre minimum lot size) & RE-20 (Residential Estates, 20,000 ft² minimum lot size).

General Plan: LDR (Low Density Residential).

Adjacent zones: North, East & South – A-20 (Agriculture), RE-20 (Residential Estates), & A-1 (Agriculture)
West – RE-20 (Residential Estates, 20,000 sq ft minimum lot size)

Background & Analysis: The subject property consists of two parcels, a larger, 1.79 acre piece that fronts Seegmiller Drive, and a smaller, 0.69 acre piece with no frontage on a public street but which is adjacent to the larger parcel. The applicant's desire is to construct a single home on the property and combine the property into a single lot. In order to do that, the zoning on the property must be consistent and not split. For this reason, the applicant is requesting a zoning map amendment to provide A-1 zoning on the entire property.

The applicant, in deciding what zoning would be most appropriate for this area, looked at a couple of factors. First, how has the surrounding area developed? Much of the surrounding area remains undeveloped but directly east is the Arbors development which is zoned RE-20 which requires 20,000 sq ft lots and R-1-12 requiring 12,000 sq ft lots. The main difference between RE-20 and R-1-12, aside from lot size, is animal rights. RE-20 allows for limited animal rights that aren't allowed in the R-1-20. The A-1 zone allows for animals as well but at a greater rate than RE-20. Second, is what is the zoning in the area? Most of the zoning in the area is Agricultural and larger lot residential zoning. And third, what does the General Plan call for on the property? The general plan calls for LDR (Low Density Residential) to develop on the property.

Water: There is not enough property to subdivide the property under the A-1 regulations. However, the RE-20 zone would allow approximately four lots after roads are dedicated. Under the A-1, a maximum of two lots could be requested. The applicant is asking for one lot and one house effectively down-zoning the property and creating less of a demand for water than would otherwise be requested.

Recommendation: On October 10, 2023, the Planning Commission held a public hearing on the proposed zone change and recommended approval with a 7-0 vote.

Alternatives:

1. Approve as presented
2. Deny the rezone application
3. Continue the proposed zone change to a later date.

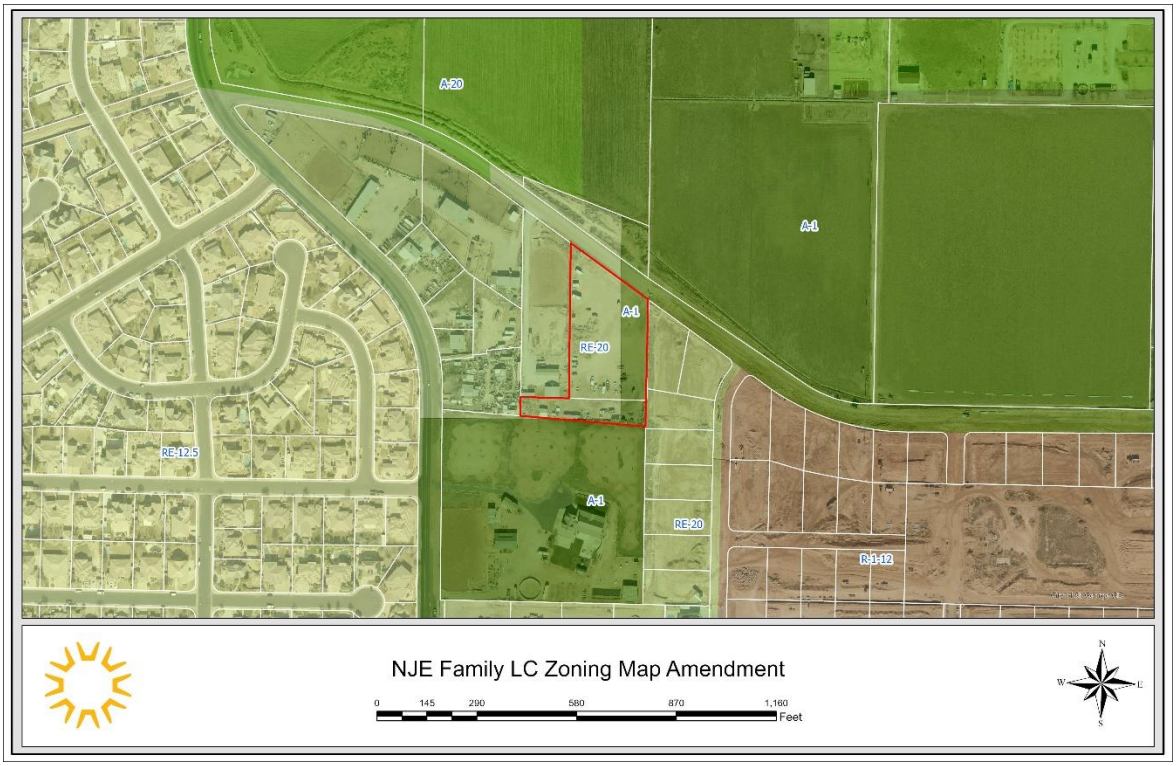
Sample Motion:

"I move that we approve the NJE Family LC Zone Change request, application number 2023-ZC-013, based on the findings noted in the staff report."

Possible Findings:

1. That A-1 zoning, and a single family home is consistent with a low density designation as recommended by the general plan and as indicated on the general plan map.
2. That there is consistent zoning in the general vicinity to the proposed A-1 zoning.
3. That the property will be followed by a plat to divide the property.
4. That development in the area to the north and south is consistent with the proposed zone change.

Zoning Map



General Plan Map



Applicant's Narrative

RESIDENTIAL ZONE RE-20
& AGRICULTURAL ZONE A-1
NJE FAMILY LC PROPERTY

Narrative Description
SEPTEMBER 2023

DSG Engineering
113 East 200 North Ste. #2
St. George, UT 84770
Contact: Ryan Thomas, (435) 628-2121

Property Location and Purpose of NJE Family LC Zone Change

The subject property includes two parcels (SG-5-3-10-4305 [0.5435 AC], SG-5-3-10-4301[1.937 AC]) combining for a total of 2.48 Acres. The purpose of this zone change is to change the RE-20 zoning portion within both lots to a uniform Zoning of A-1.

A. Use of Land

The projected use of the property is to create a single parcel lot, via a final plat, for a single family residence with the permitted uses of A-1 zoning. The current land use designation on the General Plan is LDR, A-1 falls within the approved uses.

Presentation



NJE Family LC Zoning Map Amendment

2023-ZC-013

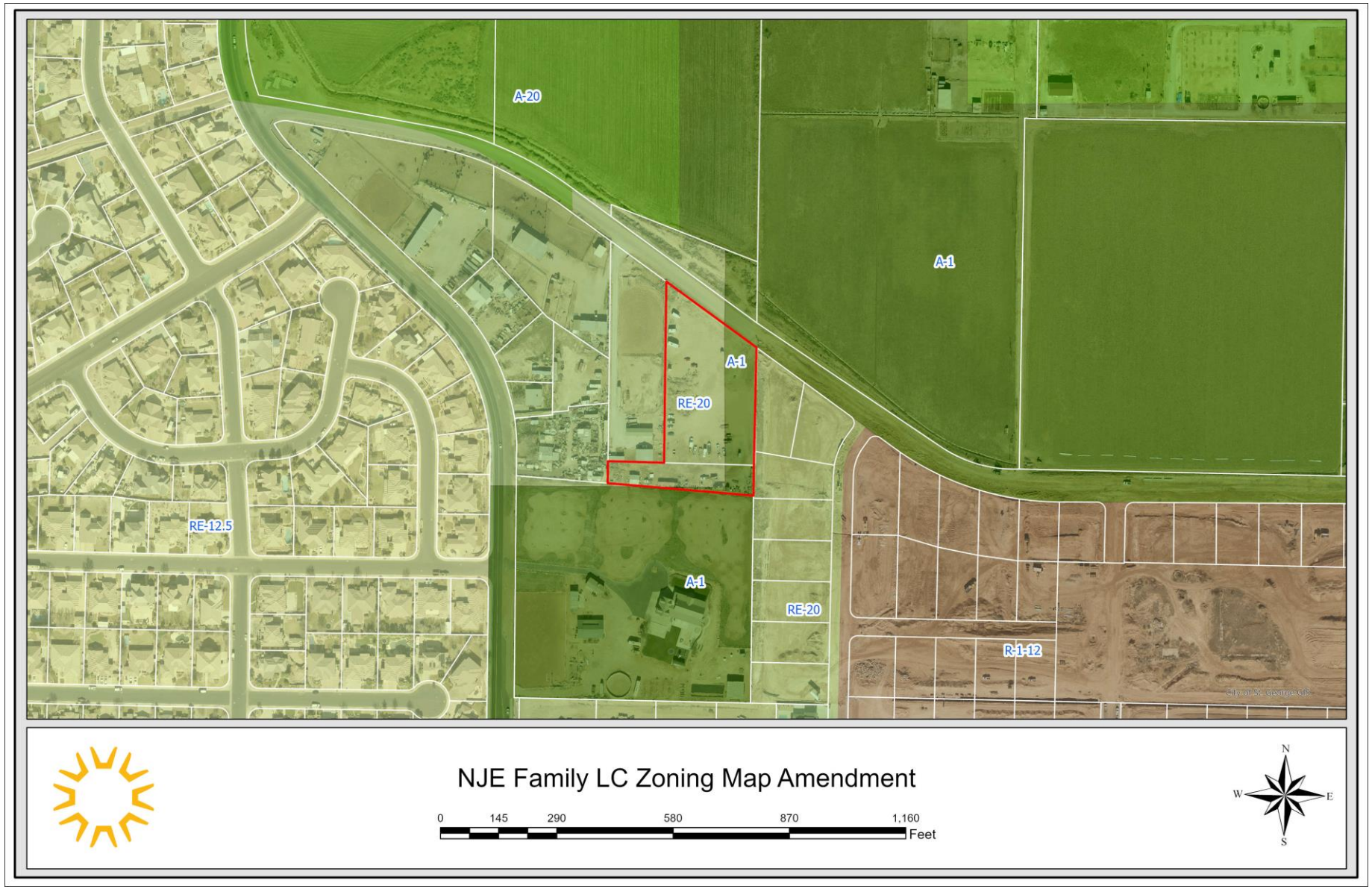
Aerial Map


NJE Family LC Zoning Map Amendment
0
145
290
580
870
1,160
Feet
N
W
E
S

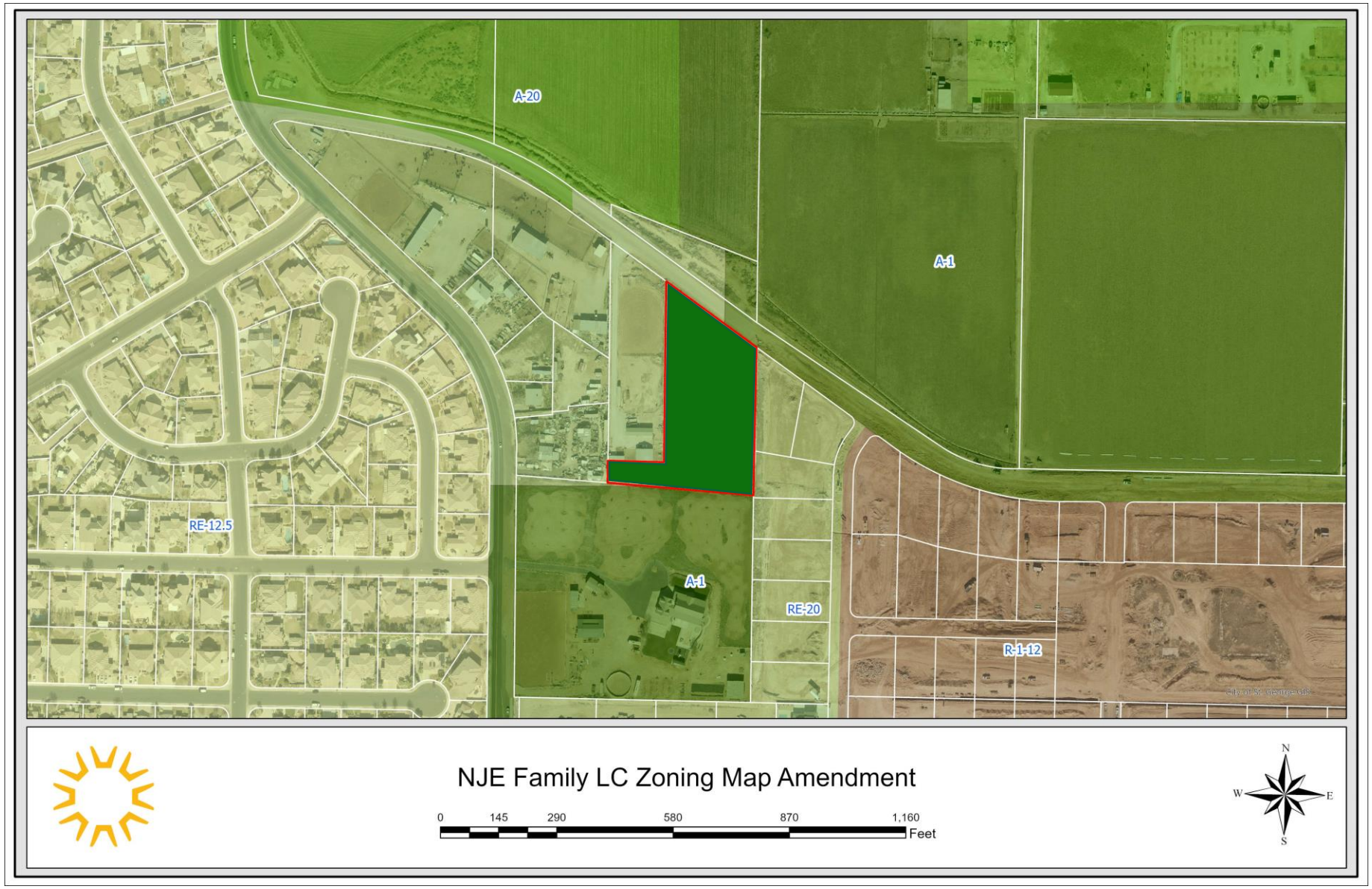
GP Land Use Map



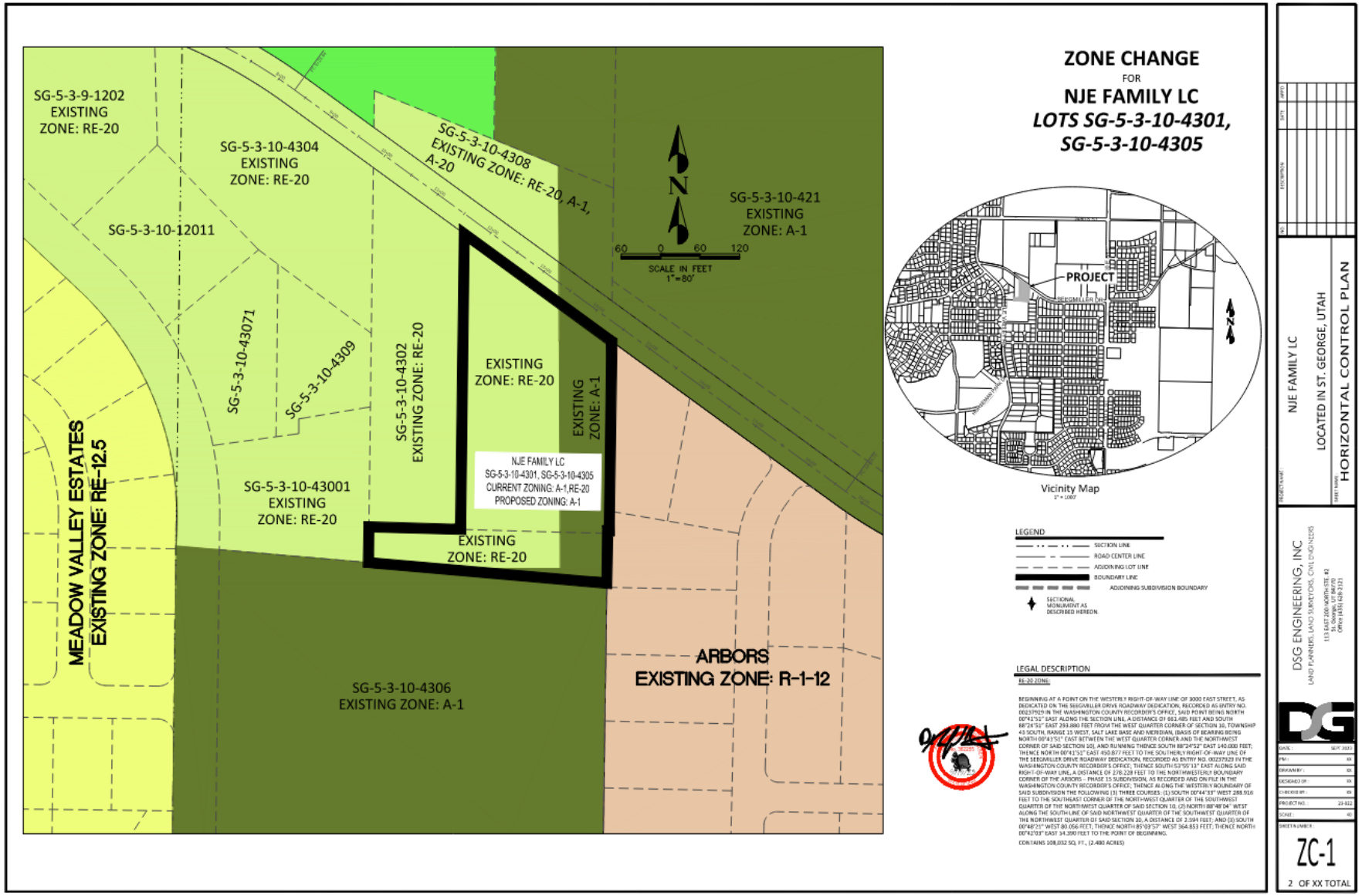
Current Zoning Map



Proposed Zoning



Survey Map


SG-5-3-9-1202
EXISTING
ZONE: RE-20
SG-5-3-10-4304
EXISTING
ZONE: RE-20
SG-5-3-10-4308
EXISTING ZONE: RE-20, A-1,
A-20
SG-5-3-10-421
EXISTING
ZONE: A-1
SG-5-3-10-12011
SG-5-3-10-43071
SG-5-3-10-4309
SG-5-3-10-4302
EXISTING ZONE: RE-20
EXISTING
ZONE: RE-20
EXISTING
ZONE: A-1
NJE FAMILY LC
SG-5-3-10-4301, SG-5-3-10-4305
CURRENT ZONING: A-1,RE-20
PROPOSED ZONING: A-1
SG-5-3-10-43001
EXISTING
ZONE: RE-20
EXISTING
ZONE: RE-20
MEADOW VALLEY ESTATES
EXISTING ZONE: RE-12.5
SG-5-3-10-4306
EXISTING ZONE: A-1
ARBORS
EXISTING ZONE: R-1-12
N
60 0 60 120
SCALE IN FEET
1"=80'
ZONE CHANGE
FOR
NJE FAMILY LC
LOTS SG-5-3-10-4301,
SG-5-3-10-4305
PROJECT
Vicinity Map
LEGEND
SECTION LINE
ROAD CENTER LINE
ADJOINING LOT LINE
BOUNDARY LINE
ADJOINING SUBDIVISION BOUNDARY
SECTIONAL MONUMENT AS DESCRIBED HEREON.
LEGAL DESCRIPTION
RE-20 ZONE:
BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 3000 EAST STREET, AS DEDICATED ON THE SEEGMILLER DRIVE ROADWAY DEDICATION, RECORDED AS ENTRY NO. 00237929 IN THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 00°41'51" EAST ALONG THE SECTION LINE, A DISTANCE OF 662.485 FEET AND SOUTH 88°24'51" EAST 293.880 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 00°41'51" EAST BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 10), AND RUNNING THENCE SOUTH 88°24'52" EAST 140.000 FEET; THENCE NORTH 00°41'51" EAST 450.877 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEEGMILLER DRIVE ROADWAY DEDICATION, RECORDED AS ENTRY NO. 00237923 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 53°55'13" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 278.228 FEET TO THE NORTHWESTERLY BOUNDARY CORNER OF THE ARBORS – PHASE 15 SUBDIVISION, AS RECORDED AND ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (3) THREE COURSES: (1) SOUTH 00°44'15" WEST 288.916 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; (2) NORTH 88°48'04" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2.594 FEET; AND (3) SOUTH 00°48'21" WEST 30.056 FEET; THENCE NORTH 85°03'57" WEST 364.853 FEET; THENCE NORTH 00°42'03" EAST 34.390 FEET TO THE POINT OF BEGINNING.
CONTAINS 108,032 SQ. FT., (2.480 ACRES)
NJE FAMILY LC
LOCATED IN ST. GEORGE, UTAH
HORIZONTAL CONTROL PLAN
DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
ZC-1
2 OF XX TOTAL

Site Photos





Site Photos





ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM RE-20 (RESIDENTIAL ESTATES, 20,000 SQ FT MINIMUM LOT SIZE) TO A-1 (AGRICULTURAL) ON APPROXIMATELY 2.48 ACRES GENERALLY LOCATED AT APPROXIMATELY 2650 EAST SEEGMILLER DRIVE FOR THE PURPOSE OF CREATING CONSISTENT ZONING ON THIS SPLIT-ZONED PARCEL. CASE NO. 2023-ZC-013

(NJE Family LC Zone Change)

WHEREAS, the property owner has requested a zone change from RE-20 (Residential Estates, 20,000 ft² minimum lot size) to A-1 (Agricultural) on approximately 2.48 acres generally located at 2650 East and Seegmiller Drive for the purpose of creating consistent zoning on this split-zoned parcel; and

WHEREAS, the City Council held a public meeting on this request on November 2, 2023; and

WHEREAS, the Planning Commission held a public hearing on the request on October 10, 2023; and recommended approval with a 7-0 vote; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from RE-20 (Residential Estates, 20,000 ft² minimum lot size) to A-1 (Agricultural). The zone 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". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication and/or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 2nd day of November 2023.

ST. GEORGE CITY: 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” – Legal Description

LEGAL DESCRIPTION

RE-20 ZONE:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 3000 EAST STREET, AS DEDICATED ON THE SEEGMILLER DRIVE ROADWAY DEDICATION, RECORDED AS ENTRY NO. 00237929 IN THE WASHINGTON COUNTY RECORDER’S OFFICE, SAID POINT BEING NORTH 00°41’51” EAST ALONG THE SECTION LINE, A DISTANCE OF 661.485 FEET AND SOUTH 88°24’51” EAST 293.880 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 00°41’51” EAST BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 10), AND RUNNING THENCE SOUTH 88°24’52" EAST 140.000 FEET; THENCE NORTH 00°41’51" EAST 450.877 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEEGMILLER DRIVE ROADWAY DEDICATION, RECORDED AS ENTRY NO. 00237929 IN THE WASHINGTON COUNTY RECORDER’S OFFICE; THENCE SOUTH 53°55’13" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 278.228 FEET TO THE NORTHWESTERLY BOUNDARY CORNER OF THE ARBORS – PHASE 15 SUBDIVISION, AS RECORDED AND ON FILE IN THE WASHINGTON COUNTY RECORDER’S OFFICE; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (3) THREE COURSES: (1) SOUTH 00°44’33" WEST 288.916 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; (2) NORTH 88°48’04" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2.594 FEET; AND (3) SOUTH 00°48’21" WEST 80.056 FEET; THENCE NORTH 85°03’57" WEST 364.853 FEET; THENCE NORTH 00°42’03" EAST 54.390 FEET TO THE POINT OF BEGINNING.

CONTAINS 108,032 SQ. FT., (2.480 ACRES)

Exhibit "B" – Parcel Exhibit



Agenda Date: 11/02/2023 **Agenda Item Number:** 07

Subject:

Consider approval of Ordinance No. 2023-035 amending an approved PD-R (Planned Development Residential) on approximately 43 acres, located west of Dixie Drive and south of Gap Canyon Parkway for the purpose of amending the approved amenities for the Tuscan Hills east side development for a project to be known as Tuscan Hills. Case No. 2023-PDA-020.

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: Guy Haskell/Diane Rowberry

Reference Number: 2023-PDA-020

Address/Location:

West of Dixie Dr and south of Gap Canyon Pkwy.

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

The Tuscan Hills development was originally approved in July of 2004 with ordinance 2004-07-001. The development was approved for a mix of single family residential and multi-family residential units for a total unit count of 392. There are two parts to the Tuscan Hills development, the east side development, and the west side development each side will have its own separate HOAs. The development on the east side has 199 total homes/units and has reached the point where no more lots/units can be built until the amenities for the current homes have been installed. The Planning Commission held a public meeting on October 10, 2023, and recommended approval.

Staff Narrative (need/purpose):

The applicant is proposing to change the original approved amenities for the east portion of the Tuscan Hills development. The proposed amenities were decided upon by the HOA and the developer in lawsuit settlement and need to be installed in order for the developer to finish the final phases of Tuscan Hill's east side development. The HOA and the developer have been in a lawsuit. The lawsuit was settled by an agreement and part of the settlement agreement were the amenities which were agreed upon by the HOA and the developer.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On October 10, 2023, the Planning Commission held a public hearing to receive input from the public and had public comment. They recommend approval of the application with a 7-0 vote and no conditions .

St.George

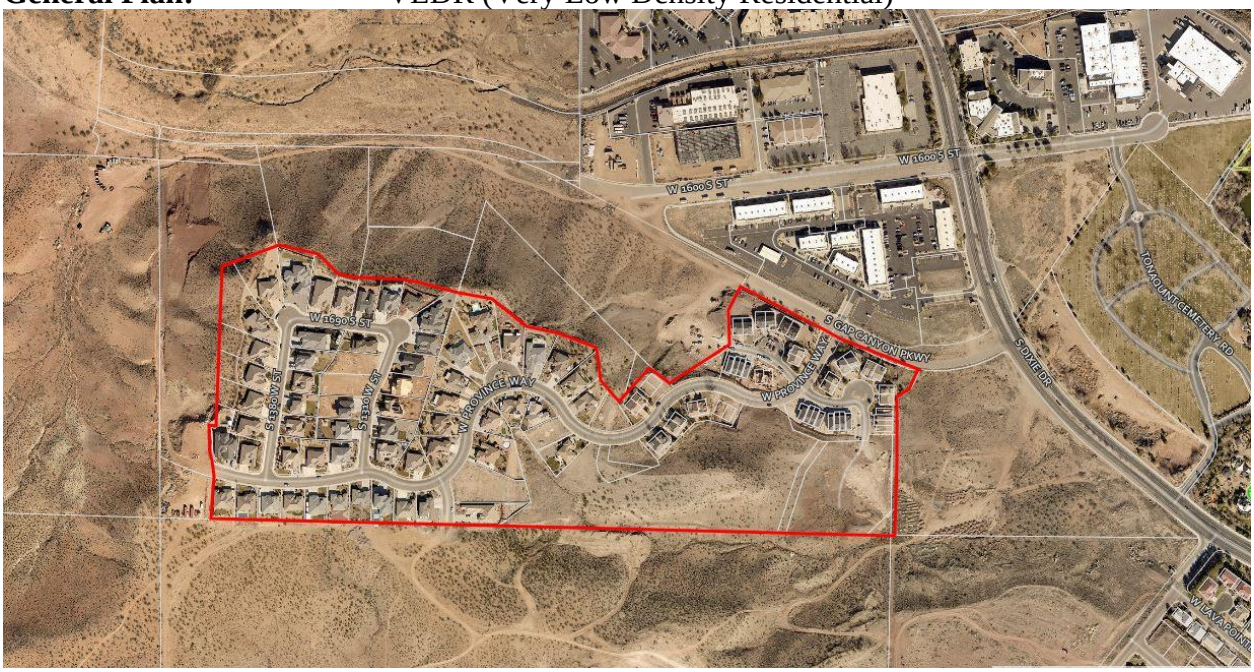
Community Development

PLANNED DEVELOPMENT AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 10/10/2023
CITY COUNCIL AGENDA REPORT: 11/02/2023

PD Amendment
Tuscan Hills Amenities
Case No. 2023-PDA-020

Request:	Consider a PD amendment for the Tuscan Hills PD (Planned Development) zone, specifically for a minor amendment to change the amenities for the previously approved development.
Applicant:	Haskell Homes Inc
Representative:	Guy Haskell/Diane Rowberry
Area:	Approximately 43 acres.
Location:	The property is generally located west of Dixie Drive and south of Gap Canyon Pkwy.
Current Zone:	PD-R (Planned Development Residential)
General Plan:	VLDR (Very Low Density Residential)



BACKGROUND:

The Tuscan Hills development was originally approved in July of 2004 with ordinance 2004-07-001. The development was approved for a mix of single family residential and multi-family residential units for a total unit count of 392. There are two parts to the Tuscan Hills development, the east side development, and the west side development each side will have its own separate HOA's. The development on the east side has 199 total homes/units and has reached the point where no more lots/units can be built until the amenities for the current homes have been installed. The HOA and the developer have been in a lawsuit. The lawsuit was settled by an agreement and part of the settlement agreement were the amenities which were agreed upon by the HOA and the developer.

REQUEST

The requested amendment is quite simple and only affects the amenities for the east side of the development. This amendment replaces the original approved amenities with the agreed upon amenities from the settlement between the HOA and developer. Included in the packet is the letter from August 2021 that lists the amenities.

AMENITIES

The original approved amenities for Tuscan Hills east side recreation area in section 5 of the submitted narrative is as follows: The first recreation area (east side of project) improvements include a clubhouse, pool, playground, and picnic area.

The amenities agreed upon in the settlement include the following: 700-800 square foot pool, restroom facilities for the pool, 2 social areas of at least 400 sq ft, 3 12 x 12 pavilions, parking, and grass area, solar assisted heating for the pool. The amenities comply with the requirements of city code 10-7F-6.

PLANNING COMMISSION

The Planning Commission held a public hearing on this item at the planning commission meeting. There was public comment made at the meeting. The comments were mostly concerned with the relationship between the residents and the HOA with how things are being run.

Recommendation:

Staff recommends the approval of this Planned Development Amendment for the Tuscan Hills Amenities.

Alternatives:

1. Approve as presented.
2. Approve with conditions.
3. Deny the application.
4. Continue the proposed PD amendment to a future date.

Possible Motion:
"I move that we approve the PD amendment for the Tuscan Hills PD-R development, case no. 2023-PDA-020, as presented, based on the findings and subject to the conditions listed in the staff report."

Findings for Approval:

1. The proposed amenities are what was settled on between the HOA and the developer.

NARRATIVE

Amendment to the Tuscan Hills Development Narrative Amenities Update

Section 5 Amenities of the Tuscan Hills Planned Development Narrative to be amended as follows.

The community is being divided into two separate Homeowner's Associations (HOA's). Each HOA is desirous of having their own separate amenities. Each HOA will individually meet the city requirements for required amenities per number of homes.

Tuscan Hills will feature two improved recreation facilities. The first recreation area is in the east side of the Tuscan Hills development. The proposed amenities have been reviewed and approved by the HOA (Tuscan Hills Owners Association). Attached is an exhibit that meets the desires of the HOA and the City Ordinance 10-7F-6 Landscape and Amenity requirements. The HOA will have 199 homes when completed, requiring three amenities. The proposed amenities are a 700-800 square foot pool & restroom facilities, 2 social areas of at least 400 sq ft, 3 12 x 12 pavilions, parking, and grass area.

The second recreation area is on the west side of the Tuscan Hills development. This area will have its own HOA and have proposed amenities in accordance with city ordinance 10-7F-6 Landscape and Amenity requirements. The proposed amenities for recreation area 2 are a pool with a minimum of 400 sq ft, pickleball courts, and playground-park area. The project owner is also proposing covered RV storage for the development's residents.

EXHIBIT A
PUBLIC COMMENT

EXHIBIT B
PRESENTATION

St.George
THE BRIGHTER SIDE

Michael Hadley <michael.hadley@sgcity.org>

Tuscan Hills PD Amendment

1 message

Teri Forbes [redacted] Thu, Oct 5, 2023 at 12:04 PM
To: "michael.hadley@sgcity.org" <michael.hadley@sgcity.org>

Dear Mr. Hadley,

I received notice of the public meeting but no information was provided regarding the specifics of the changes proposed by Mr. Haskell. I am a Tuscan Hills property owner and am not inclined to support anything Guy Haskell proposes as he has been difficult to deal with as a developer. He has had many years to provide the promised amenities but has instead forced the HOA to spend thousands in legal fees and has drawn out the process for many years in an effort to renege on his obligations. Mr. Haskell has proven himself to be dishonest, disingenuous, and unwilling to do what he agreed to with this project. Without knowing details of his request, I can only assume that the change will benefit Mr. Haskell alone. I strongly recommend that his request be denied and that he be required to provide the long-promised and overdue amenities ASAP.

Sincerely,

Teri Forbes

[redacted]

St.George
THE BRIGHTER SIDE

Michael Hadley <michael.hadley@sgcity.org>

Planned Development Amendment to the Tuscan Hills Planned Development Residential Zone Case No. 2023-PDA-020

1 message

Dan Streng [redacted] Fri, Oct 6, 2023 at 11:54 AM
To: michael.hadley@sgcity.org

Dear Mr. Hadley,

This is written in response to your letter date September, 29, 2023 which was received October 4, 2023.

The request submitted by Haskell Homes, Inc. and representatives Guy Haskell/Diane Rowberry referenced in the subject line should be dismissed. The representatives have no authority to make such a request if the property described in your letter is the same as the property owned by the Tuscan Hills Home Owners Association. If this is the case, the request should be immediately terminated and the hearing cancelled.

Any and all changes to the Tuscan Hills proposed amenities should only be considered after approval by a majority vote of property owners in the Tuscan Hills HOA.

Please identify the exact location of the property.

Dan Streng
[redacted]

St.George
THE BRIGHTER SIDE

Michael Hadley <michael.hadley@sgcity.org>

Tuscan Hills Amenities Amendment to PD-R

Corey Anderson [redacted] Mon, Oct 9, 2023 at 5:04 PM
To: "michael.hadley@sgcity.org" <michael.hadley@sgcity.org>

Michael,

It has come to my attention that one of the board members sent you an email in opposition to this proposed amendment and that has caused confusion on behalf of staff since there is a signed agreement from the Tuscan Hills board dated August 2021. I called and spoke to the aforesaid board member and cleared up any misunderstanding. He was asking for clarification on the property described in the notice from the city and asked that the amendment be dismissed unless clarification of the property in question was provided to him. He was not on the board at the time of the agreement with Haskel Homes, and as such was unclear as to what the notice was regarding.

I wanted to clear up any confusion about the proposed amendment to the amenities in the PD-R agreement for Tuscan Hills.

- Just for clarification, the lawsuit was not over amenities as is stated in the background of the item. However, an agreement was reached with regard to amenities as part of the lawsuit settlement.
- The board at Tuscan Hills Owners Association agreed to reduce the amenities originally proposed in the PD-R. The original amenities were meant for a much larger number of residences than will actually be built at Tuscan Hills. As such, the cost to build such amenities will never be available with the relatively small number of buildable lots in the East portion of Tuscan Hills. The letter dated August 2021 from the HOA board to the City of St George outlined what we hoped would meet the city's requirements to allow Haskel Homes to proceed with phase 5 of Tuscan Hills while minimizing the cost to build and maintain the amenities.
- The HOA is concerned about the cost to maintain amenities with such a small number of homes in the association, and as such seeks to limit to size and scope of the amenities required by the city, while enhancing the community with amenities that minimize amenity maintenance. The association would also consider lower-cost amenities such as a walking trail or playground as opposed to a pool if allowed by the city.
- The settlement agreement stipulated that the HOA would not dispute Haskel Homes's attempts to annex phases 5/6 into Tuscan Hills given that:

1. The CC&Rs stipulate that $4,000 of the sales price shall be contributed to a fund to build amenities. The HOA maintains a fund that currently has a little less than $300,000.

2. As there is not enough money currently to build all the amenities that the city may require, the agreement held that amenities would be built in phases with the HOA contributing monies that have been saved for amenities.

2. Once HOA funds for amenities have been utilized, any remaining cost for Amenities as required by the city would be either a) paid by Haskel Homes with the cost being credited against the $4,000 per lot/unit sold at a future date, or b) paid by the sale of lots/units in phases 5/6.

The Tuscan Hills board does not dispute the settlement agreement provided the terms of the agreement are held to.

Thanks,

Corey Anderson
President
Tuscan Hills Owner's Association
[redacted]

Public Works Department
City of St. George
175 East 200 North
St. George, UT 84770
(435) 627-4120

Exhibit C

____ August, 2021

Re: Tuscan Hills Owners Association Approval of Amenities

To Whom it May Concern:

As you may be aware, Tuscan Hills Owners Association, a Utah nonprofit corporation ("Tuscan Hills"), and Haskell Homes, Inc. a Utah corporation ("HHI") as original developer, have been involved in a legal dispute concerning, among other things, the scope of current developer rights and the scope of amenities desired by the community. That legal dispute has been resolved by cooperative settlement and Tuscan Hills has agreed to the scope of amenities outlined in this letter and illustrated on the attached Common Area Concept Plan.

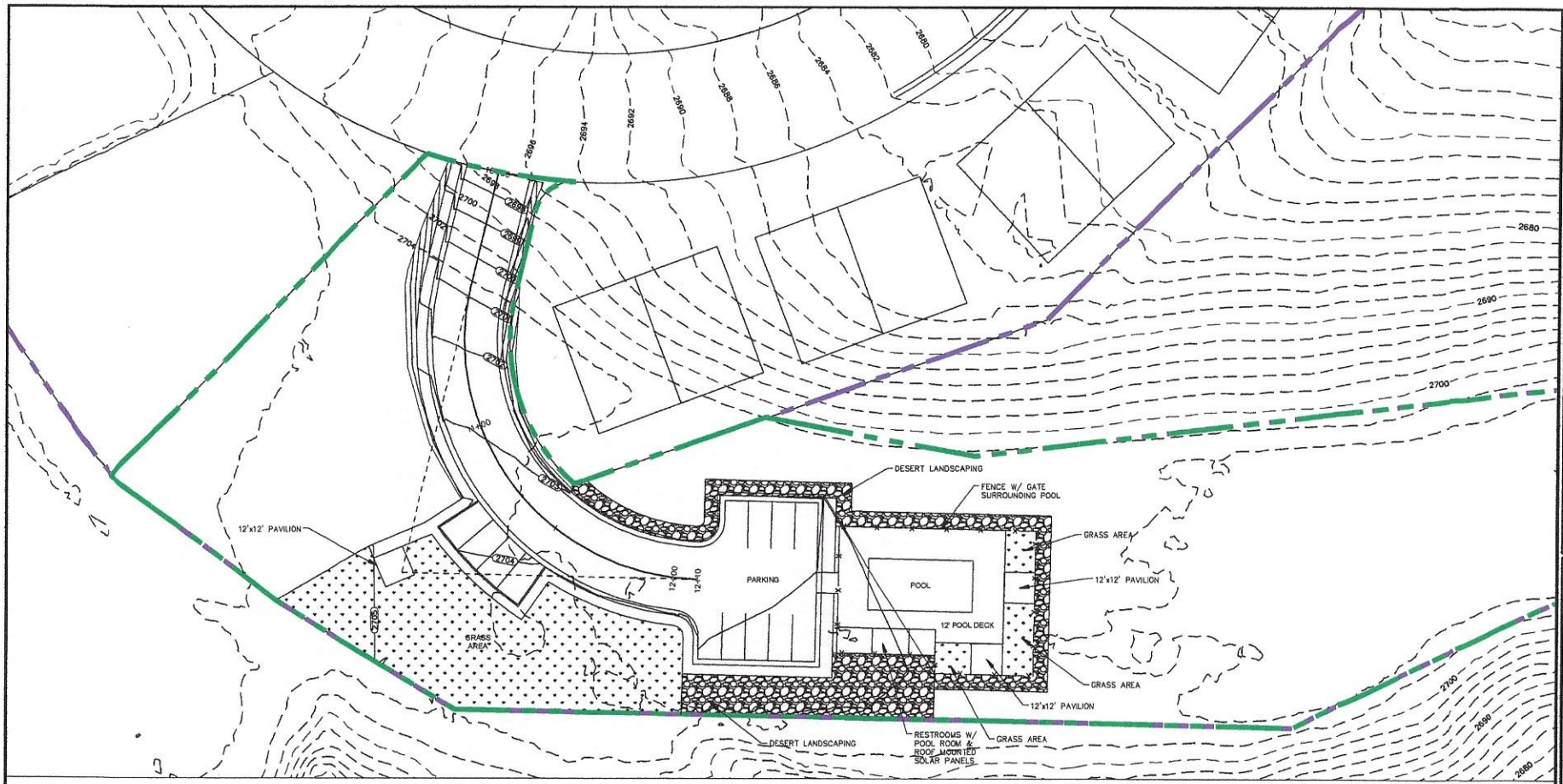
As shown on the Common Area Concept Plan, Tuscan Hills has agreed that the amenities outlined below are sufficient and more desirable to Tuscan Hills than the scope of amenities outlined in conjunction with the original development of the community:

a. One or more shade structures or pavilions equivalent to of no less than 432 combined square feet of shaded area;
b. A grassy park area, including mow curb, trees, shrubs, and mulch;
c. A road and parking area, consistent with the Common Area Concept Plan and St. George City standards and approval requirements. The road and parking area must be completed to accommodate the amenities described in the preceding subparagraphs (a) through (c) (collectively the "Park Area");
d. A 700 to 800 square foot pool;
e. Pool area perimeter fencing;
f. Pool Restroom facilities; and
g. Solar assisted heating for the pool (subparagraphs (e) through (c) collectively the "Pool Area").

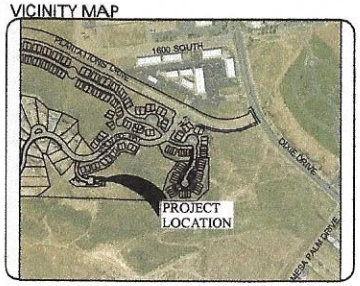
Tuscan Hills understands and agrees that the construction of the Park Area will proceed prior to the construction of the Pool Area, however, the construction of the Pool Area will commence prior the recording of any phase 6 plat for Tuscan Hills. Tuscan Hills has no objection to development plans of HHI, or any HHI affiliated entity, which are consistent with this letter consenting to and approving the scope of amenities in Tuscan Hills. Additionally, Tuscan Hills request that the City move forward with all necessary process, procedures, and approvals that will allow HHI, and any HHI affiliated entity, to develop phase 5 of the community because it will facilitate the construction of the amenities described herein.

TUSCAN HILLS OWNERS ASSOCIATION, a Utah nonprofit corporation

By: Corey Anderson
Its: President



VICINITY MAP



HOA OPEN SPACE

TUSCAN HILLS HOA AMENITIES

N

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 ft. (22x34 SHEET)

1 inch = 40 ft. (11X17 SHEET)

REVISIONS

NO.	DATE	BY	DESCRIPTION

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

TITLE: AMENITY CONCEPT SITE PLAN

PROJECT: TUSCAN HILLS PLANNED DEVELOPMENT
SAINT GEORGE, UTAH

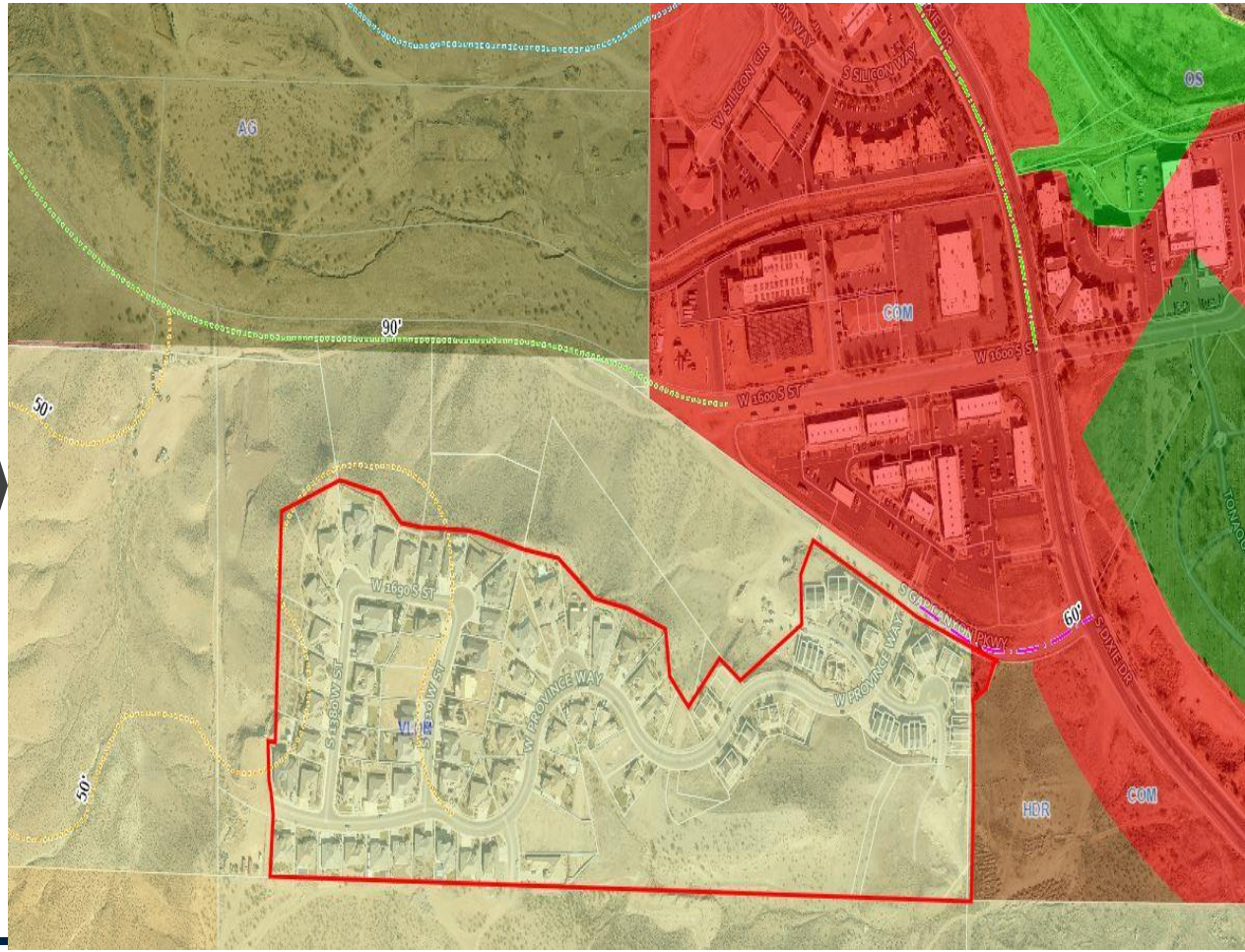
PROJECT #	713-06
NAME	RKB
DATE	AUGUST 10, 2021
SCALE	AS NOTED
SHEET	2 of 2
FILE	AMENITIES CONCEPT.DWG


Tuscan Hills
Amenities
2023-PDA-
020

Aerial Map


W 1600 S ST
W 1600 S ST
W 1690 S ST
S 1860 W ST
S 1830 W ST
W PROVINCE WAY
W PROVINCE WAY
S GAP CANYON PKWY
S DIXIE DR
TOMAQUINT CEMETERY RD
W LAVA POINT

General Plan Map



Zoning Map


A-20
PD-R
PD-C
W 1600 S ST
S SILICON WAY
S SILICON CIR
PD-C
PD-C
PD-C
PD-C
PD-C
PD-C
PD-C
PD-R
W 1600 S ST
S PROMONTORY WAY
S PROMONTORY CIR
S CLAY CANYON RD
S DIXIE DR
R-1-10
MONA MOUNTAIN CEMETERY RD
Bloomington Ridge 9 1992 Amended 7-21-2005

Site Plan


DESERT LANDSCAPING
FENCE W/ GATE SURROUNDING POOL
12'x12' PAVILION
GRASS AREA
PARKING
POOL
12' POOL DECK
GRASS AREA
12'x12' PAVILION
DESERT LANDSCAPING
RESTROOM W/ POOL EQUIPMENT ROOF MOUNTED SOLAR PANELS
GRASS AREA
VICINITY MAP
PROJECT LOCATION
HOA OPEN SPACE
TUSCAN HILLS HOA AMENITIES
GRAPHIC SCALE
N
REVISIONS
ALPHA ENGINEERING
AMENITY CONCEPT SITE PLAN
TUSCAN HILLS PLANNED DEVELOPMENT
SAINT GEORGE, UTAH
713-09
R-1-8
AUGUST 10, 2021
AS NOTED
2

Approved Amenities

1. Clubhouse
2. Pool
3. Playground
4. Picnic area

Proposed Amenities

1. 700-800 square foot pool &
2. Pool restroom facilities.
3. 2 social areas of at least 400 sq ft.
4. 3 12 x 12 pavilions.
5. Parking.
6. Grass area.
7. Solar assisted heating for the pool.

ORDINANCE NO._____

AN ORDINANCE AMENDING AN APPROVED PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ON APPROXIMATELY 43 ACRES, LOCATED WEST OF DIXIE DRIVE AND SOUTH OF GAP CANYON PKWY FOR THE PURPOSE OF CHANGING THE APPROVED AMENITIES FOR THE EXISTING DEVELOPED LOTS AND ANY FUTURE LOTS/UNITS ON THE EAST SIDE OF THE TUSCAN HILLS DEVELOPMENT FOR A PROJECT TO BE KNOWN AS TUSCAN HILLS.

(Tuscan Hills)

WHEREAS, the property owner has requested to amend the PD-R (Planned Development Residential) on approximately 43 acres, located west of Dixie Dr and south of Gap Canyon Pkwy to change the approved amenities for the existing developed lots and any future lots/units for the east side of the Tuscan Hills development; and

WHEREAS, the City Council held a public meeting on this request on November 2, 2023; and

WHEREAS, the Planning Commission held a public hearing on this request on October 10, 2023 and recommended approval with a 6-0 vote with the following amenities

1 700-800 square foot pool,
2 Restroom facilities for the pool.
3 2 social areas of at least 400 sq ft.
4 3 12 x 12 pavilions.
5 Parking, and grass area.
6 Solar assisted heating for the pool.

WHEREAS, the City Council has determined that the requested change to the previously approved Planned Development Residential is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development amendment within the PD-R 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 2nd day of November 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" – Legal Descriptions Tuscan Heights

Commencing at the Northwest Corner of Section 2, Township 43 South, Range 16 West, Salt Lake Base and Meridian; Thence South 88°29'27" East, along the Section line, a distance of 2517.47 feet to the North ¼ Corner of said Section 2; Thence South 89°22'47" East along the Section line, a distance of 424.21 feet, Thence South 00°00'00" East, a distance of 309.97 feet to the Point of Beginning; Thence South 77°15'26" East, a distance of 153.36 feet; Thence South 44°23'24" East, a distance of 96.06 feet; Thence South 78°51'00" East, a distance of 80.00 feet; Thence South 12°05'56" West, a distance of 152.62 feet; Thence South 23°22'03" West, a distance of 155.22 feet; Thence South 38°11'42" West, a distance of 75.89 feet; Thence South 04°02'55" West, a distance of 228.20 feet; Thence North 85°57'05" West, a distance of 53.23 feet; Thence South 02°34'19" West, a distance of 128.90 feet to the beginning of a non tangent curve to the left, of which the radius point lies North 01°45'20" West, a radial distance of 975.00 feet, thence easterly along the arc of said curve, through a central angle of 12°00'26", a distance of 204.33 feet to the beginning of a reverse curve to the right having a radius of 175.00 feet and a central angle of 43°59'24", thence easterly along the arc of said curve, a distance of 134.36 feet, to the Southwest Corner of Lot 213 Tuscan Hills Phase 2 Amended according to the Official Plat thereof filed under Document #20110020259 Washington County Records; Thence South 30°13'38" West, along the Westerly line of said Phase 2, a distance of 50.00 feet to a point on a non tangent curve to the left, of which the radius point lies South 30°13'38" West, a radial distance of 125.00 feet, thence westerly along the arc of said curve, through a central angle of 43°59'24", a distance of 95.97 feet to the beginning of a reverse curve to the right having a radius of 1025.00 feet and a central angle of 10°56'26", thence Westerly along the arc of said curve a distance of 195.72 feet; Thence South 01°18'53" West, a distance of 119.83 feet; Thence North 88°41'07" West, a distance of 335.50 feet; Thence North 02°34'19" East, a distance of 908.84 feet; Thence North 69°04'07" East, a distance of 210.90 feet to the Point of Beginning.

Also Beginning Phase 2

Beginning at a point on the West line of Tuscan Hills Phase I, Said point being located South 89°22'47"East 1701.58 feet along the section line and South 944.81 feet; from the North Quarter Corner of Section 2 , Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 26°57'01" East 50.00 feet along the West line of said Tuscan Hills Phase I;
thence westerly 178.24 feet along an arc of a 225.00 foot radius curve to the right (center bears North 26°57'01" West long chord bears South 85°44'40" West 173.62 feet with a central angle of 45°23'21");
thence South 44°51'46" West 176.40 feet;
thence North 36°34'43" West 219.56 feet;
thence West 32.81 feet;
thence South 15°10'48" East 277.69 feet;
thence South 53°57'43" West 143.03 feet to the 1/16th line;
thence North 88°41'07" West 378.33 feet along said 1/16th line;
thence North 00°58'21" East 126.28 feet;
thence northwesterly 36.81 feet along an arc of a 210.00 foot radius curve to the right (center bears North 20°11'02" East long chord bears North 64°47'42" West 36.76 feet with a central angle of 10°02'32");
thence North 30°13'34" East 50.00 feet;
thence North 32°24'46" East 152.04 feet;
thence North 16°58'44" East 174.26 feet;
thence North 16°58'44" East 365.62 feet;
thence South 80°12'12" East 128.53 feet;
thence South 50°04'13" East 147.20 feet;
thence South 77°01'32" East 120.26 feet;
thence South 66°55'26" East 159.35 feet;
thence South 00°52'55" East 102.41 feet;
thence South 41°56'58" East 53.91 feet;
thence South 32°59'24" East 157.23 feet. to and along the Westerly Line of said Tuscan Hills Phase I to the Point of Beginning.

Also Beginning Phase 1 Amd

Beginning at a point being on the East line of Tuscan Hills Phase 2, said point being located South 89°22'47" East 1701.58 feet along the section line and South 944.81 feet from the North Quarter Corner of Section 2, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 32°59'24" West 102.86 feet;
thence North 45°06'08" East 173.16 feet;
thence South 50°00'00" East 103.55 feet;
thence easterly 173.39 feet along an arc of a 225.00 foot radius curve to the right (center bears South 31°32'09" East long chord bears North 80°32'26" East 169.13 feet with a central angle of 44°09'09");
thence North 17°00'00" East 110.71 feet;
thence northwesterly 6.53 feet along an arc of a 201.50 foot radius curve to the right (center bears North 21°45'44" East long chord bears North 67°18'34" West 6.53 feet with a central angle of 01°51'23");
thence North 23°37'07" East 33.00 feet;
thence North 01°59'06" West 117.06 feet;
thence North 29°58'40" East 133.09 feet;
thence South 62°41'20" East 545.89 feet;
thence easterly 138.95 feet along an arc of a 420.00 foot radius curve to the left (center bears North 27°17'03" East long chord bears South 72°11'36" East 138.31 feet with a central angle of 18°57'18");
thence North 81°01'46" East 110.00 feet;
thence easterly 158.36 feet along an arc of a 416.03 foot radius curve to the left (center bears North 06°50'03" West long chord bears North 72°15'40" East 157.41 feet with a central angle of 21°48'35");
thence northerly 30.85 feet along an arc of a 20.00 foot radius curve to the left (center bears North 28°38'38" West long chord bears North 17°10'18" East 27.88 feet with a central angle of 88°22'09");
thence North 62°59'12" East 12.00 feet to the easterly Right of Way line of Dixie Drive;
thence southeasterly 94.87 feet along said easterly Right of Way line along an arc of a 1,240.31 foot radius curve to the left (center bears North 62°59'12" East long chord bears South 29°12'17" East 94.85 feet with a central angle of 04°22'57");
thence leaving said easterly Right of Way line of Dixie Drive and running westerly 37.84 feet along an arc of a 25.00 foot radius curve to the left (center bears South 58°36'15" West long chord bears North 74°45'11" West 34.33 feet with a central angle of 86°42'51");
thence South 61°53'24" West 13.53 feet;
thence westerly 285.11 feet along an arc of a 465.00 foot radius curve to the right (center bears North 28°06'36" West long chord bears South 79°27'20" West 280.67 feet with a central angle of 35°07'51");
thence South 26°13'18" West 76.73 feet;
thence South 59°06'02" West 54.85 feet;
thence South 00°55'02" West 136.46 feet;
thence North 89°04'58" West 101.76 feet;
thence southerly 17.88 feet along an arc of a 234.30 foot radius curve to the right (center bears North 82°04'41" West long chord bears South 10°06'29" West 17.88 feet with a central angle of 04°22'20");
thence North 77°42'21" West 33.00 feet;
thence southerly 14.10 feet along an arc of a 201.30 foot radius curve to the right (center bears North 77°42'21" West long chord bears South 14°18'04" West 14.10 feet with a central angle of 04°00'49");
thence South 88°55'02" West 128.66 feet;
thence North 68°02'22" West 113.30 feet;
thence North 19°38'06" West 99.23 feet;
thence westerly 149.49 feet along an arc of a 220.00 foot radius curve to the right (center bears North 19°38'06" West long chord bears South 84°49'54" West 146.63 feet with a central angle of 38°56'00");
thence South 27°00'00" West 91.70 feet;
thence North 74°14'58" West 84.78 feet;
thence South 81°23'49" West 50.61 feet;
thence South 45°15'21" West 190.42 feet;
thence North 43°00'00" West 80.87 feet;
thence North 33°34'01" West 21.29 feet;
thence North 26°57'01" West 50.00 feet to the Point of Beginning.

Also Beginning Phase 3

Parcel #1 BOUNDARY DESCRIPTION

Commencing at the North ¼ Corner of Section 2, Township 43 South, Range 16 West, Salt Lake Base and Meridian; Thence South 89°22'47" East along the Section line, a distance of 841.78 feet; Thence South 00°00'00" East, a distance of 1303.75 to the Point of Beginning, said point being the Southwesterly corner of Tuscan Hills Phase 2 Amended according to the Official Plat thereof filed under Document #20110020259, Official Washington County Record's; Thence North 88°41'07" West, along the 1/16th Section line, a distance of 319.99 feet; Thence North 01°18'53" East, a distance of 119.83 feet, To a point on the Southerly right of way line of Province Way, said point being a point on a non tangent curve to the left, of which the radius point lies North 02°49'21" West, a radial distance of 1,025.00 feet, thence easterly along the arc of said curve and said right of way line, through a central angle of 10°56'26", a distance of 195.72 feet to the beginning of a reverse curve to the right having a radius of 125.00 feet and a central angle of 44°25'47", thence easterly along the arc of said curve and said right of way line, a distance of 96.93 feet to the beginning of a non tangent curve to the left, of which the radius point lies North 30°03'47" East, a radial distance of 205.66 feet, thence southeasterly along the arc of said curve and said right of way line, through a central angle of 09°59'08", a distance of 35.84 feet; Thence South 00°58'21" West, a distance of 126.28 feet to the Point of Beginning.

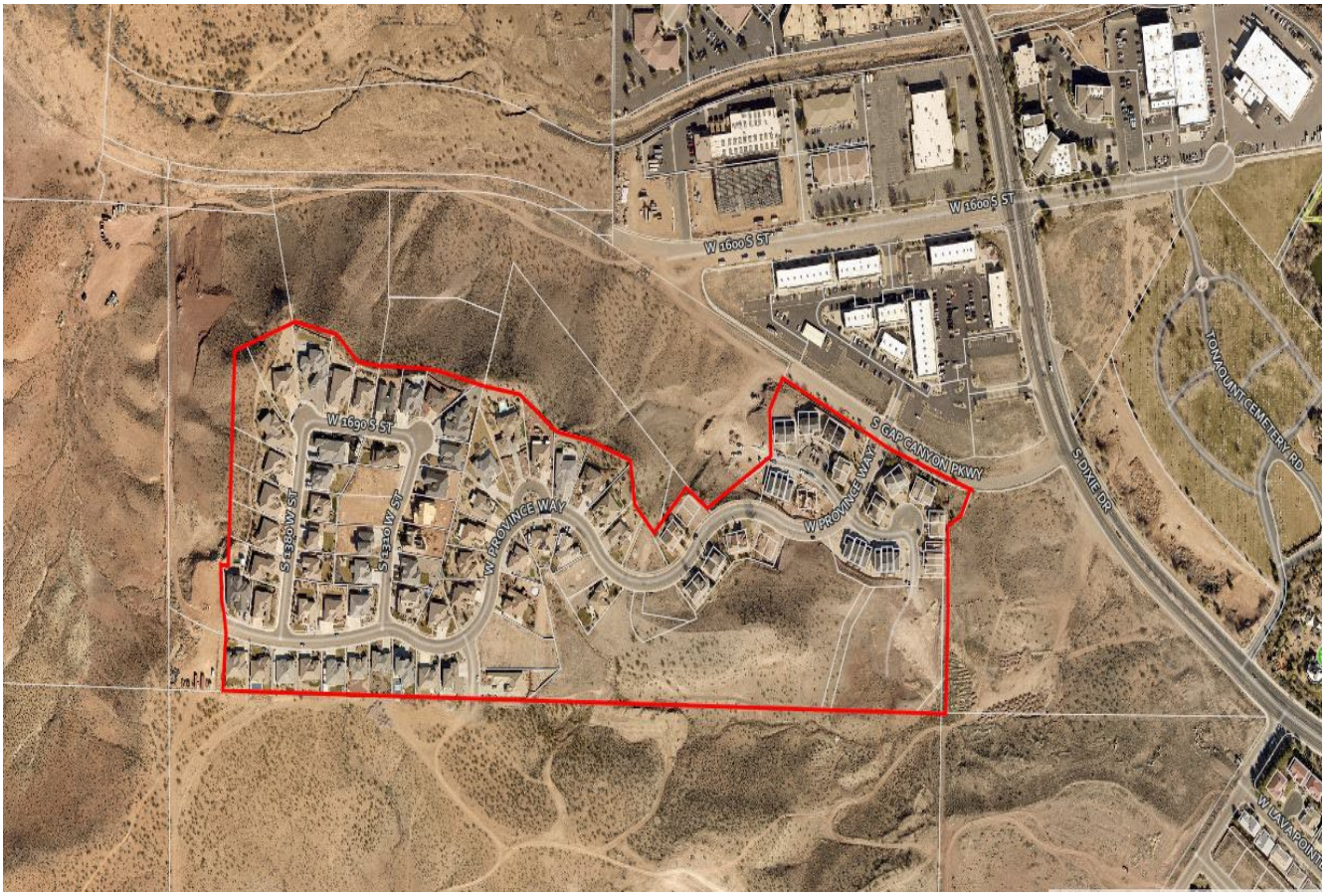
Parcel#2

Commencing at the North ¼ Corner of Section 2, Township 43 South, Range 16 West, Salt Lake Base and Meridian; Thence South 89°22'47" East along the Section line, a distance of 841.78 feet; Thence South 00°00'00" East, a distance of 1005.58 to the Point of Beginning; Thence South 81°46'07" East, a distance of 60.92 feet, to a point on the Westerly line of said Tuscan Hills Phase 2 Amended; Thence South 32°24'46" West, along said line, a distance of 123.58 feet, to a point on the Northerly right of way line of Province Way, said point being a point on a non tangent curve to the left, of which the radius point lies South 30°13'38" West, a radial distance of 175.00 feet, thence westerly along the arc of said curve, and said right of way line, through a central angle of 43°59'24", a distance of 134.36 feet to the beginning of a non tangent curve to the right, of which the radius point lies North 13°45'47" West, a radial distance of 975.00 feet, thence westerly along the arc of said curve, and said right of way line, through a central angle of 12°00'26", a distance of 204.33 feet; Thence North 02°34'18" East, a distance of 128.90 feet; Thence South 85°57'05" East, a distance of 53.23 feet; Thence South 87°25'41" East, a distance of 151.59 feet; Thence North 71°51'00" East, a distance of 49.09 feet; Thence South 81°46'07" East, a distance of 81.63 feet to the Point of Beginning.

Also Beginning Phase 4

Commencing at the North ¼ Corner of Section 2, Township 43 South, Range 16 West, Salt Lake Base and Meridian; Thence South 89°22'47" East along the Section line a distance of 750.98 feet; Thence South 00°00'00" East, a distance of 240.02 feet to the Point of Beginning, Thence South 89°22'47" East 233.66 feet; Thence South 72°35'31" East 154.27 feet; Thence South 16°58'45" West 194.70 feet to the Northwesterly Corner of Tuscan Hills Phase 2 Amended as shown by Document #20110020259, Official Washington County Records; Thence South 16°58'44" West, along the West line of said Tuscan Hills Phase 2 Amended, a distance of 539.88 feet; Thence South 32°24'46" West, along said line, a distance of 28.46 feet, to the Northeasterly Corner of Tuscan Hills Phase 3, as shown by Document #20150000859, Official Washington County Records; Thence North 81°46'07" West, along the north line of said Tuscan Hills Phase 3, a distance of 142.55 feet; Thence South 71°51'00" West, along said line, a distance of 49.09 feet; Thence North 87°25'41" West, along said line, a distance of 151.59 feet, to the Southeasterly Corner of said Tuscan Heights Subdivision; Thence North 04°02'55" East, along the Easterly line of said Tuscan Heights Subdivision, a distance of 228.20 feet; Thence North 38°11'42" East, along said line a distance of 75.89 feet; Thence North 23°35'52" East, along said line, a distance of 28.58 feet; Thence North 23°17'28" East, along said line, a distance of 86.23 feet; Thence North 23°22'03" East, along said line, a distance of 40.42 feet; Thence North 12°04'26" East, along said line, a distance of 6.38 feet; Thence North 12°06'00" East, along said line, a distance of 146.24 feet to the Northeasterly Corner of Tuscan Heights Subdivision, as shown by Document #201438337 Official Washington County Records; Thence North 11°35'23" East 170.72 feet; Thence North 9°19'34" West 17.34 feet to the Point of Beginning.

Exhibit “B” – Parcel Exhibit



Agenda Date: 11/02/2023 **Agenda Item Number:** 08

Subject:

Consider approval of a preliminary plat for the Trilogy subdivision, a 3-lot, single-family development located on the northwest corner of 3670 South and Little Valley Road. Case No. 2023-PP-037

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Civil Science/Brandee Walker

Reference Number: 2023-PP-037

Address/Location:

Located on the north-west corner of 3670 South and Little Valley Road

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

Applicant is proposing to divide the property into three single family lots. The Planning Commission held a public meeting on October 24, 2023, as part of the preliminary plat application process and recommended approval.

Staff Narrative (need/purpose):

As the Little Valley area has developed, many of the large available tracts of land are gone and smaller infill lots are being utilized. The subject property is a smaller, roughly three-acre parcel that has not yet developed. The applicant is proposing to develop it into three single-family lots.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

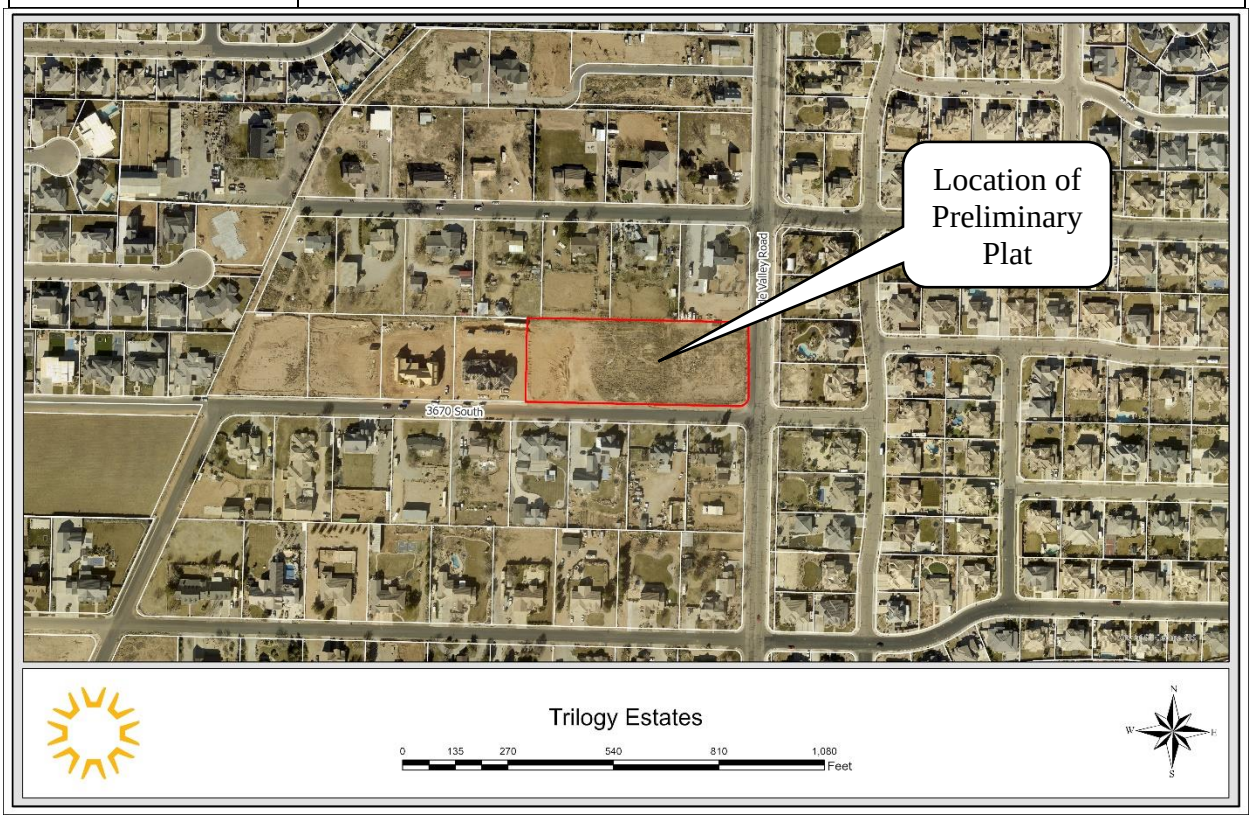
The Planning Commission held a public meeting on October 24, 2023, as part of the preliminary plat application process and have recommended approval of the application with a 7-0 vote and no conditions.

St.George
Community Development

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: **10/24/2023**
CITY COUNCIL AGENDA REPORT: **11/02/2023**

Trilogy Estates Preliminary Plat (Case No. 2023-PP-037)	
Request:	The applicant is requesting approval of a three lot residential preliminary plat to be called Trilogy Estates.
Applicant:	Civil Science
Representative:	Brandee Walker
Location:	Located on the north-west corner of 3670 South and Little Valley Road
General Plan:	RR (Rural Residential 0-2 units per acre)
Existing Zoning:	RE-37.5 (Residential Estates, 37,500 ft² minimum lot size)
Land Area:	Approximately 3.11 acres



BACKGROUND & REQUEST:
The Little Valley area has really grown over the past ten years. As it has filled in, much of the large available tracts of land are gone and smaller infill lots are being utilized. The subject property is a smaller, roughly three-acre parcel that has not yet developed. The applicant is proposing to develop it into three single-family lots.

The lots will all conform to the standards of the RE-37.5 zone. Lot one (farthest west) is 40,812 ft^2, Lot two (center) is proposed 40,811 ft^2 and lot three (eastern lot) is proposed 39,532 ft^2.

RECOMMENDATION:
Planning Commission held a public hearing on October 24, 2023, and recommends approval of the preliminary plat with a 7-0 vote.

ALTERNATIVES:
1. Approve as presented.
2. Approve with conditions.
3. Deny the preliminary plat.
4. Continue the proposed preliminary plat to a later date.

POSSIBLE MOTION:
"I move that we approve the Trilogy Subdivision Preliminary Plat request, application number 2023-PP-037 based on the findings noted in the staff report."

FINDINGS FOR APPROVAL:
1. The proposed Preliminary Plat meets the requirements found in Section 10-25C-3 of the Subdivision Regulations.
2. The proposed project meets the lot size requirements found in Section 10-8B-2.

EXHIBIT A

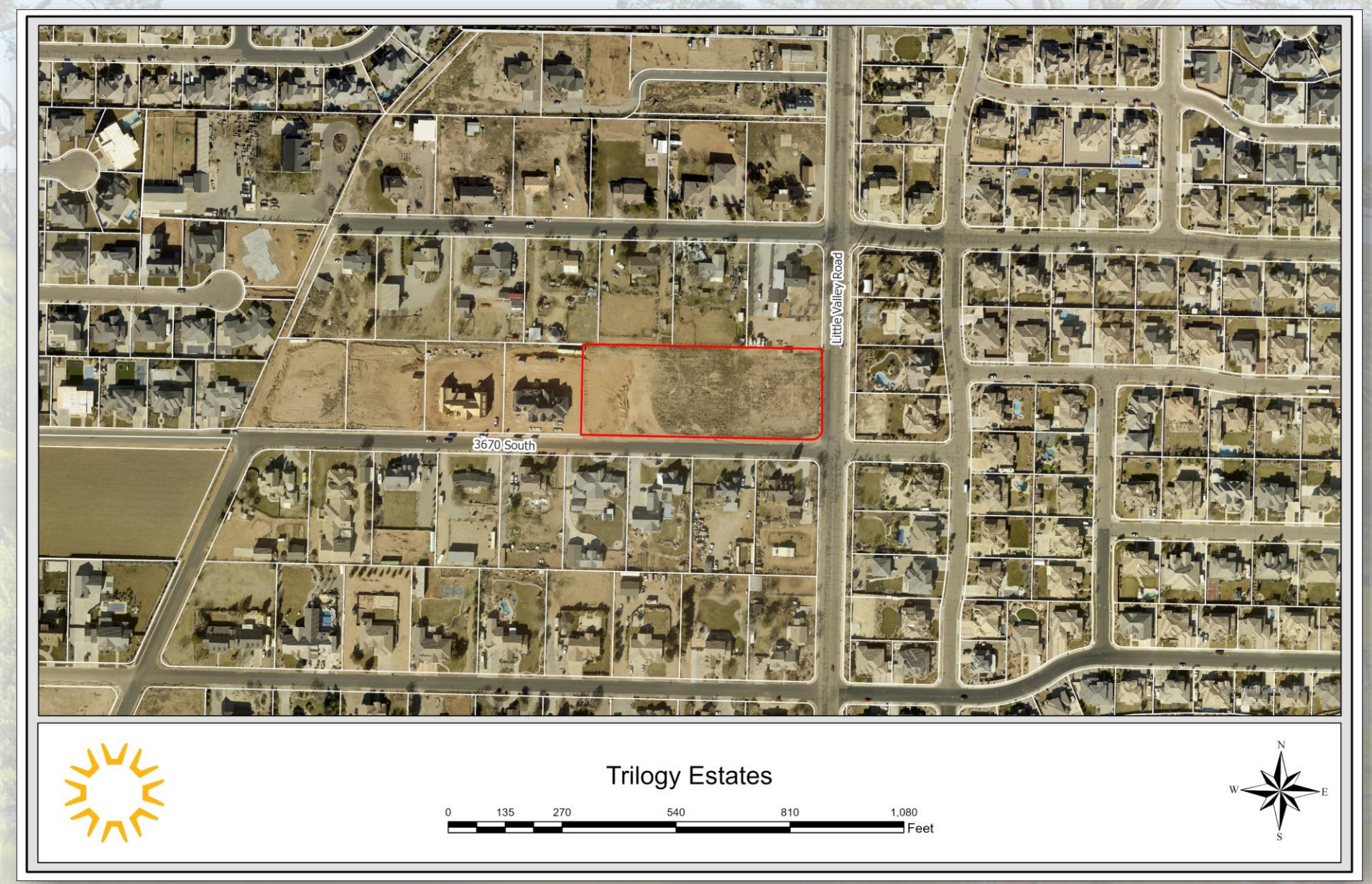
PowerPoint Presentation



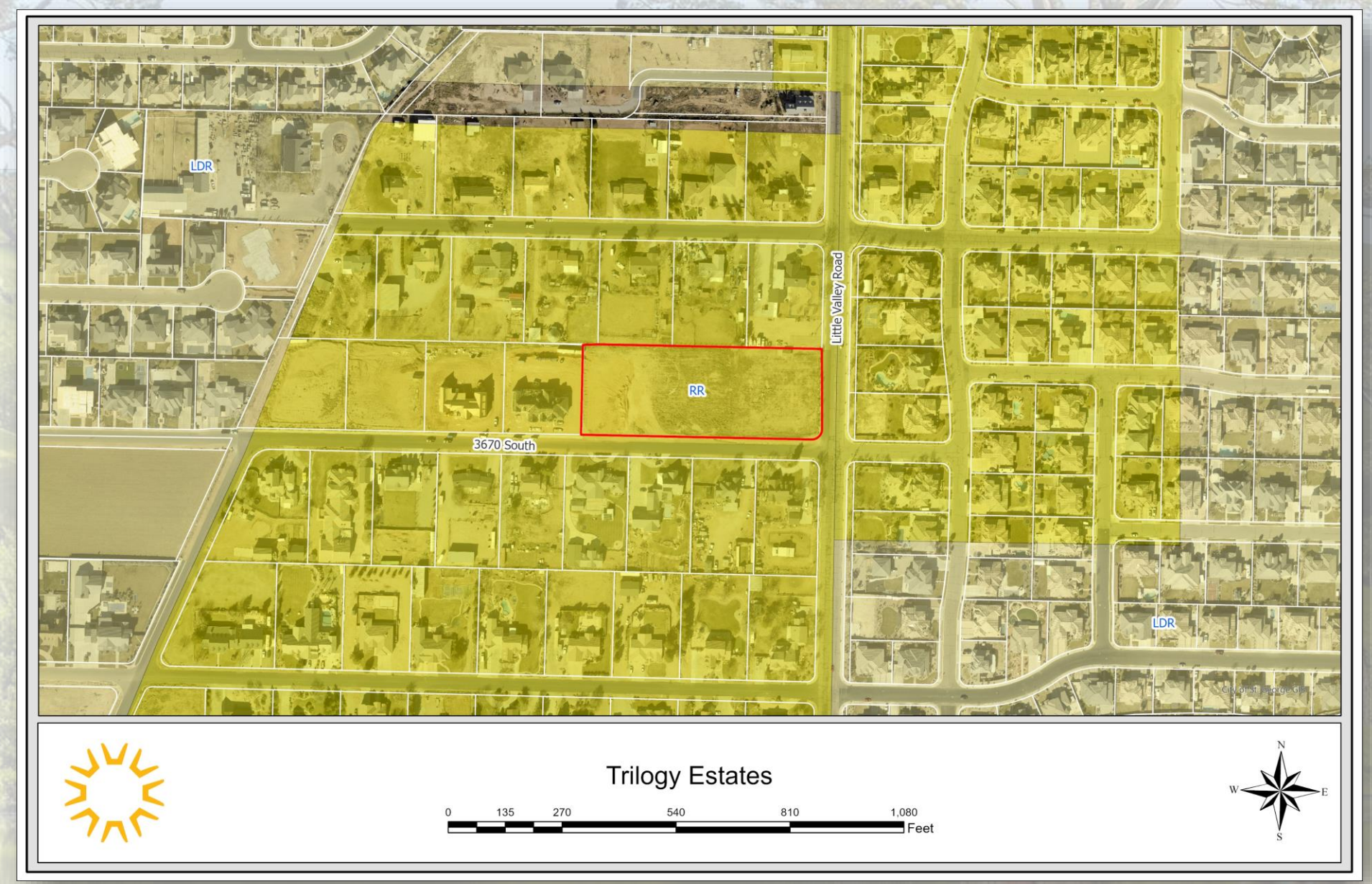
Trilogy Estates

2023-PP-037

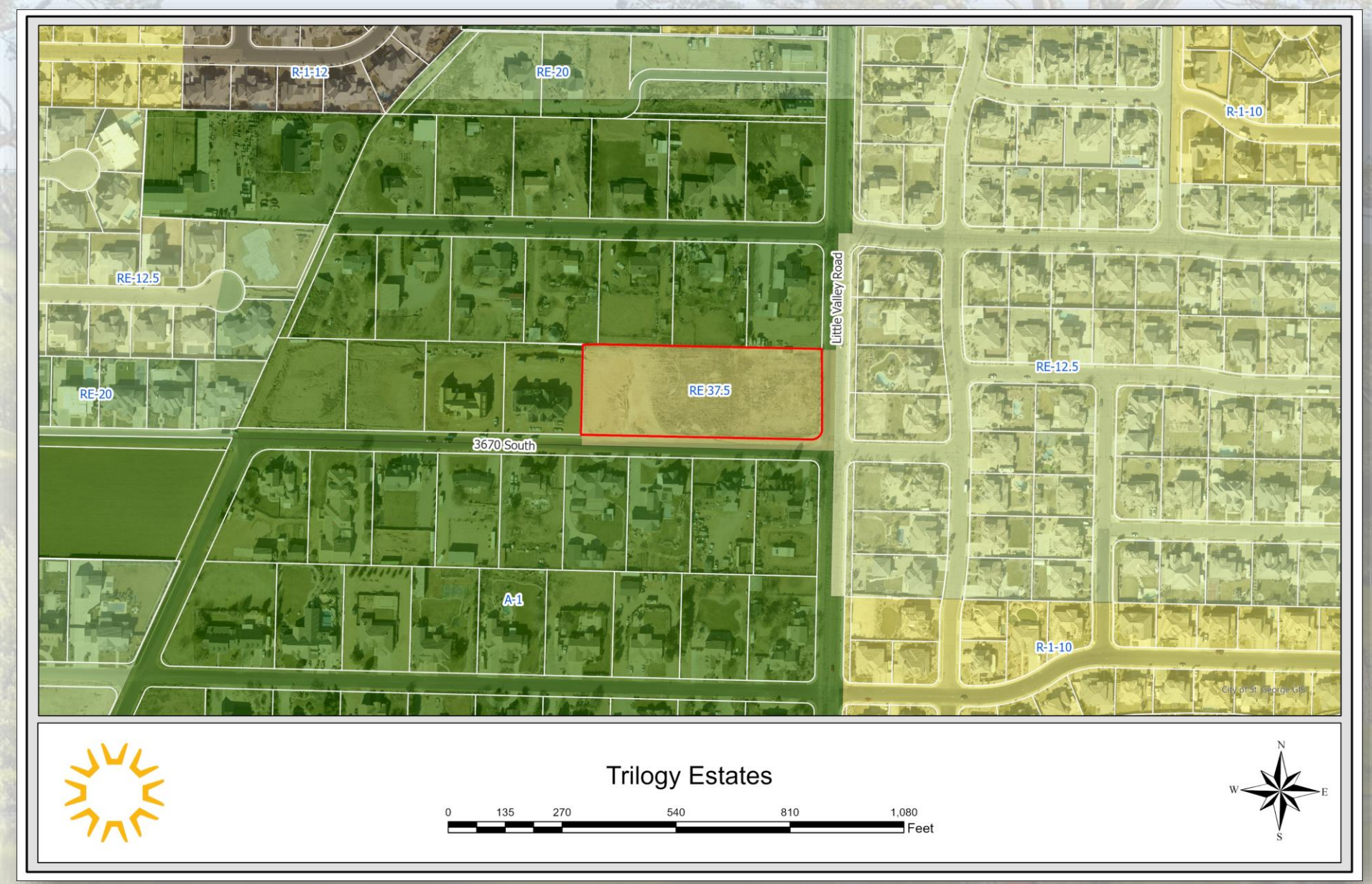
Aerial Map


Little Valley Road
3670 South
Trilogy Estates
0
135
270
540
810
1,080
Feet
N
W
E
S

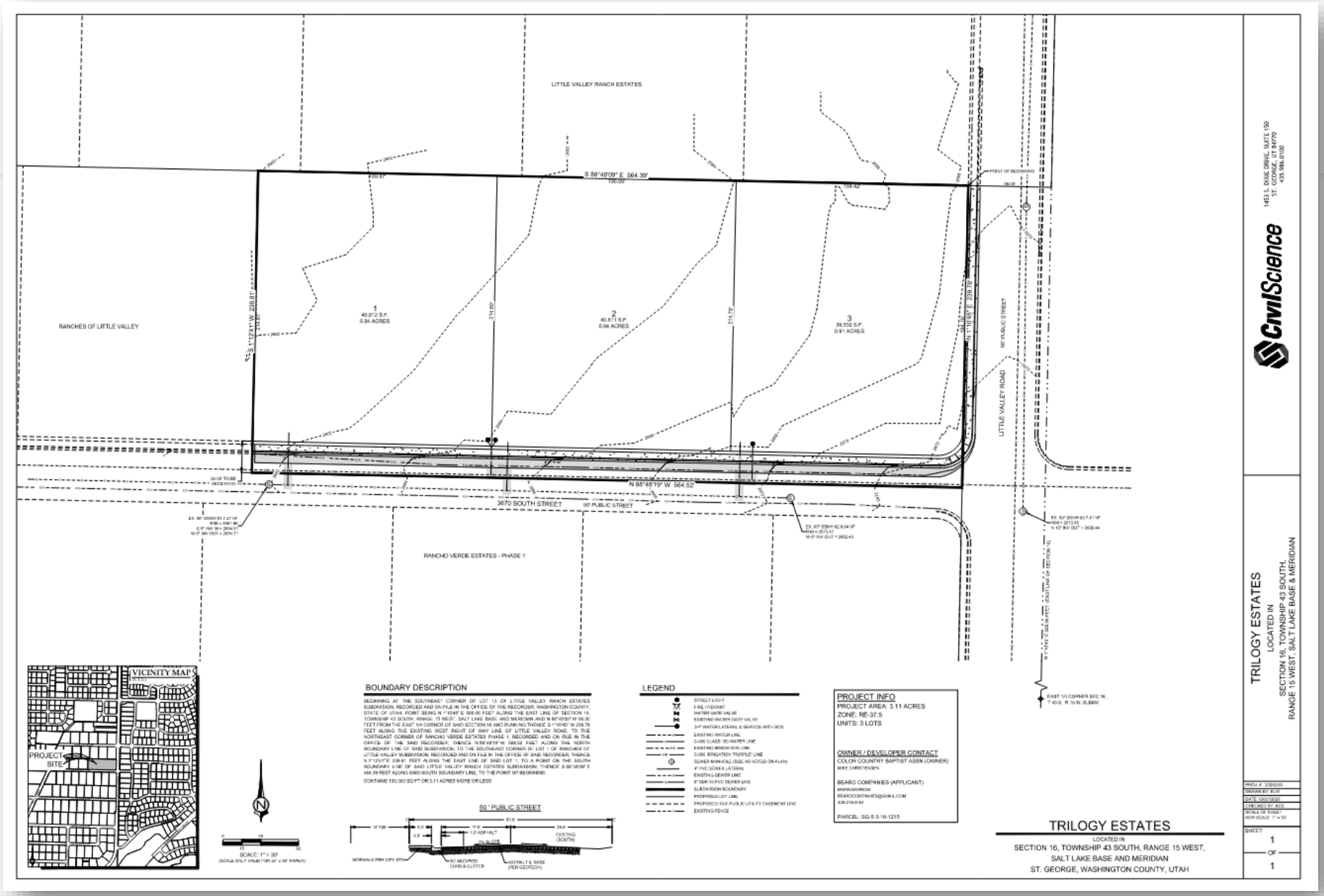
Land Use Map


LDR
RR
3670 South
Little Valley Road
LDR
Trilogy Estates
0
135
270
540
810
1,080
Feet
N
W
E
S

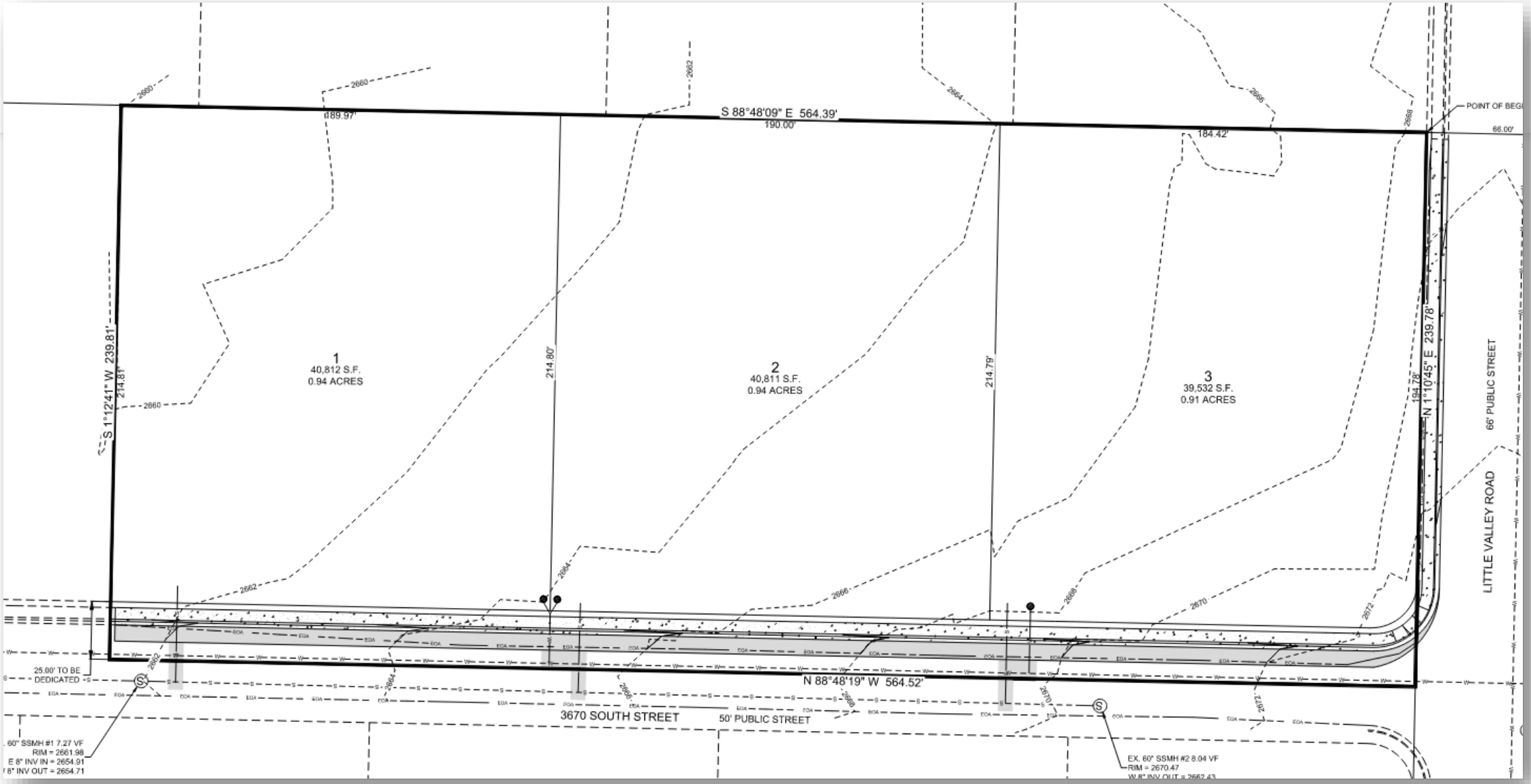
Zoning Map


R-1-12
RE-20
R-1-10
RE-12.5
Little Valley Road
RE-12.5
RE-20
RE-37.5
3670 South
A-1
R-1-10
Trilogy Estates
0 135 270 540 810 1,080
Feet
N
W
E
S

Proposed Plat



Proposed Plat



Agenda Date: 11/02/2023 **Agenda Item Number:** 09

Subject:

Consider approval of the preliminary plat for Desert Canyons Business Park Phase1 Amd subdivision, a 23-lot business park development located south of Airport Parkway and northwest of the Southern Parkway. Case No. 2023-PP-038

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: Curt Gordon/Ken Miller

Reference Number: 2023-PP-038

Address/Location:

South of Airport Pkwy and northwest of Southern Pkwy.

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

Applicant is proposing to divide the property into twelve business park lots. the Planning Commission held a public meeting on October 24, 2023, and recommended approval.

Staff Narrative (need/purpose):

The property is 49.37 acres and is zoned C-2 (Commercial). This development will provide a place for new business development in the area of the St George Airport and the southeast portion of the City.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public meeting on October 24, 2023, as part of the preliminary plat application process and have recommended approval of the application with a 7-0 vote and no conditions.

St.George
Community Development

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 10/24/2023
CITY COUNCIL AGENDA REPORT: **11/02/2023**
Desert Canyons Business Park Ph.1 Amd
Case No. 2023-PP-038

Request: Consider a request for a twelve (12) lot preliminary plat known as Desert Canyons Business Park Ph. 1 Amd, located south of Airport Pkwy and northwest of Southern Pkwy. The property is 49.37 acres and is zoned C-2 (Commercial). The applicant is Desert Canyons Land LLC, and the representative is Curt Gordon/ Ken Miller, DSG Engineering. Case No. 2023-PP-038 (Staff – Mike Hadley)

Location: The site is located south of Airport Pkwy. and just northwest of Southern Pkwy.

Property: 49.37 acres

Number of Lots: 12

Density: N/A

Zoning: C-2 (Commercial).

Adjacent zones: This plat is surrounded by the following zones:
North – CRM, ASBP
South – Southern Pkwy, CRM
East – CRM
West – C-2.

General Plan: COM (Commercial).

Applicant: DSG Engineering.

Representative: Ken Miller

Comments: Parks (see condition of approval).

PLANNING COMMISSION:
The Planning Commission recommended approval to the City Council with a vote of 7-0 and no conditions.

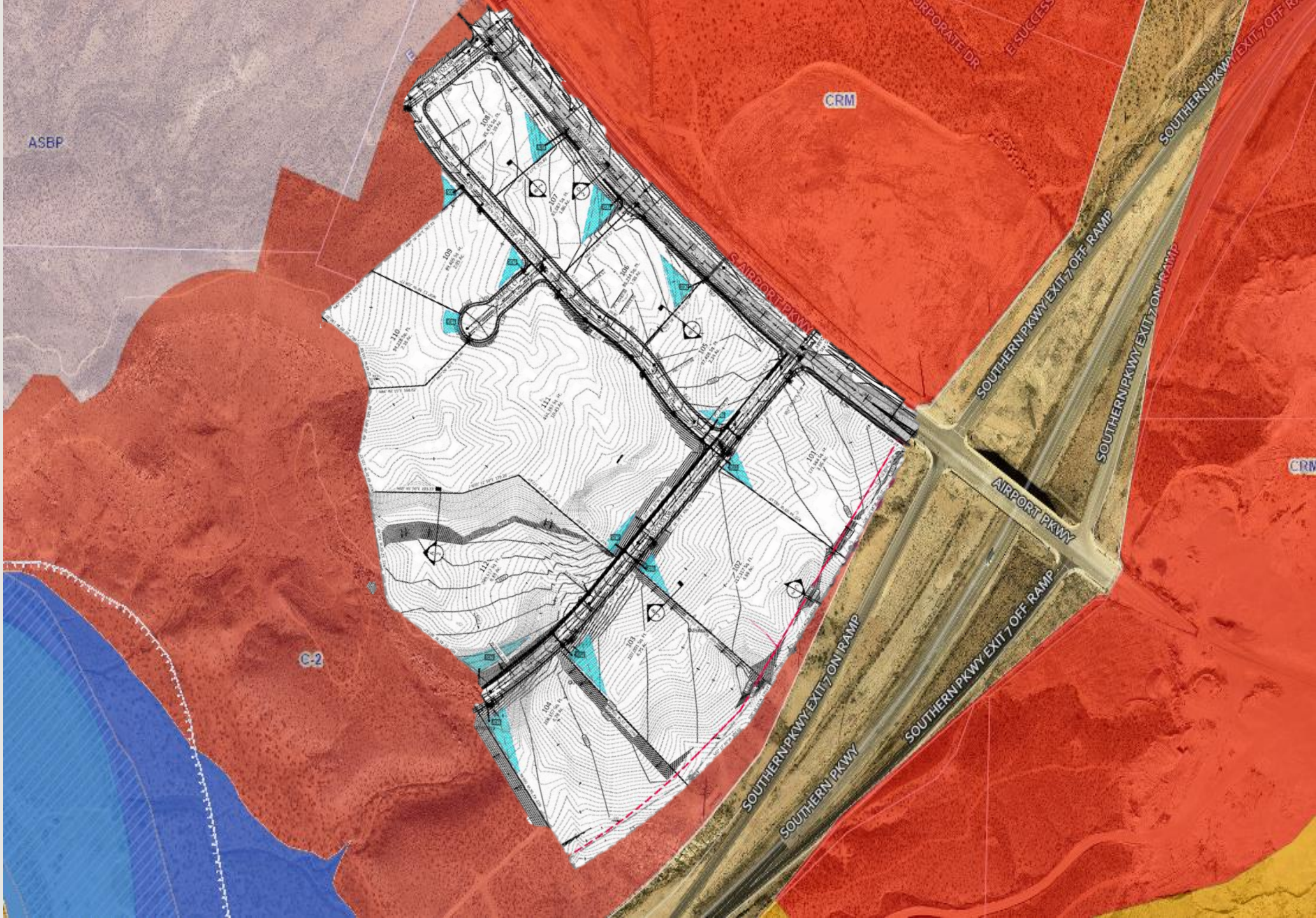
RECOMMENDATION PRELIMINARY PLAT:
Staff recommends approval of the Preliminary Plat for the Desert Canyons Business Park Ph.1 with no conditions:


Desert Canyons Business
Park Ph.1 Amd
2023-PP-038

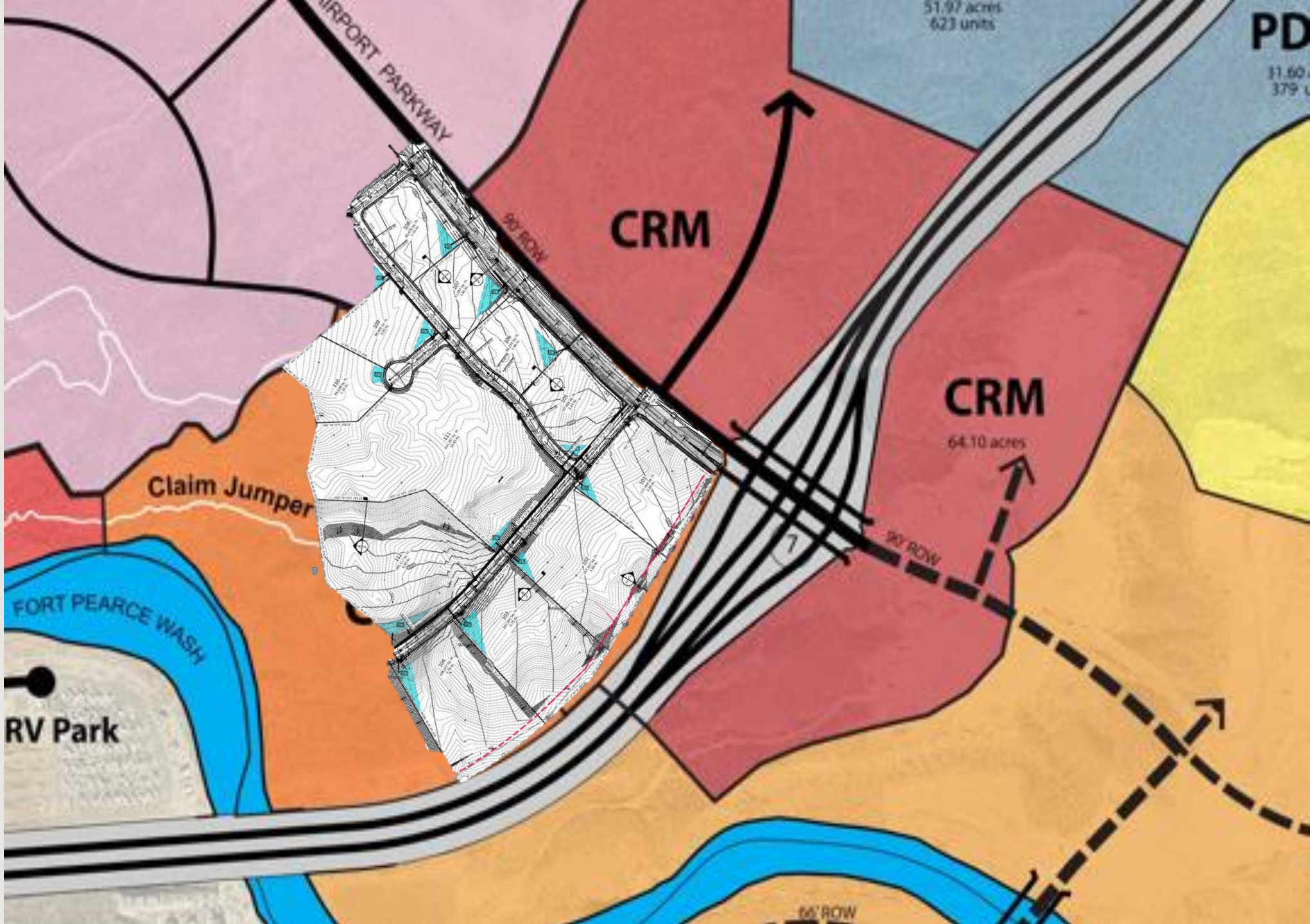
Vicinity Map



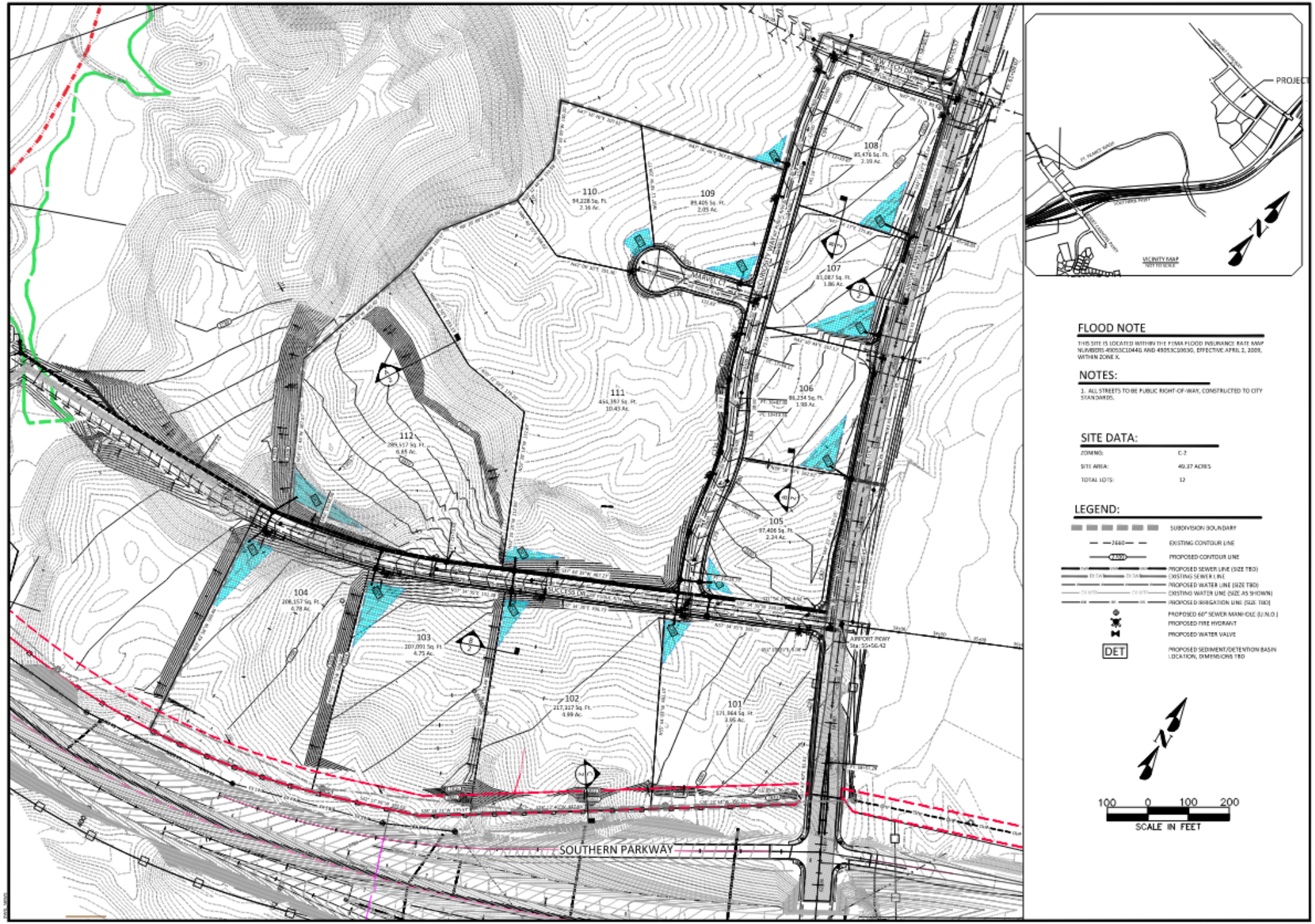
Zoning Map


ASBP
CRM
C-2
S AIRPORT PKWY
AIRPORT PKWY
SOUTHERN PKWY EXIT 7 OFF RAMP
SOUTHERN PKWY EXIT 7 ON RAMP
SOUTHERN PKWY
SOUTHERN PKWY EXIT 7 ON RAMP
SOUTHERN PKWY EXIT 7 OFF RAMP

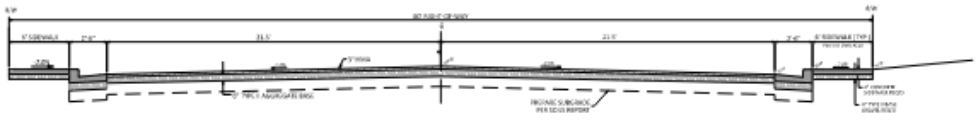
General Plan Map



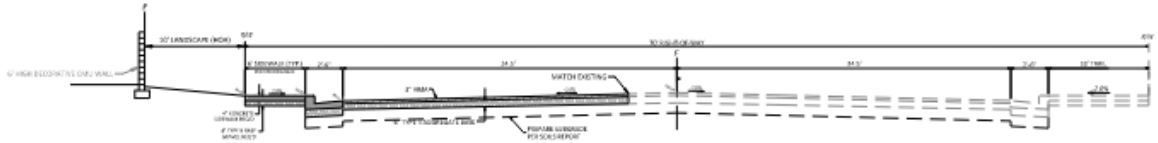
Preliminary Plat



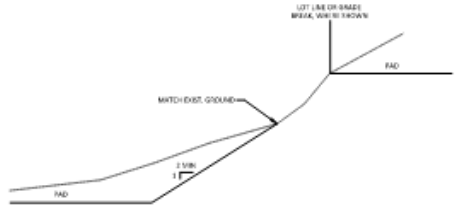
Preliminary Plat



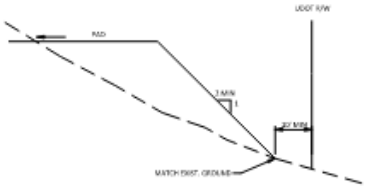
60' COMMERCIAL STREET SECTION (TYPICAL)
N.T.S.



AIRPORT PKWY 1/2 STREET SECTION (TYPICAL)
N.T.S.



SECTION A
N.T.S.
A/2



SECTION C
N.T.S.
C/2



SECTION B
N.T.S.
B/2



SECTION D
N.T.S.
D/2

Curve Table

Curve #	Length	Radius	Delta
C21	407.135	1403.063	16.6258
C3	427.058	1946.021	12.5737
C5	312.129	1530.000	11.6887
C53	82.423	1946.023	2.4267
C54	186.993	1562.438	6.8573
C75	39.023	25.000	89.4346
C76	283.666	6045.000	2.6886
C77	10.218	25.000	23.4175
C78	39.270	25.000	90.0000
C79	192.651	570.000	19.3651
C80	108.990	530.000	11.7824
C81	95.721	3660.028	1.4985
C82	108.512	6055.500	1.0267
C83	30.518	25.000	69.9447
C84	116.370	530.000	12.5802
C86	107.498	470.000	13.1046
C90	261.474	6045.000	2.4783
C92	66.983	6045.000	0.6349
C93	134.621	6215.499	1.2410
C94	91.232	770.000	6.7886

Curve Table

Curve #	Length	Radius	Delta
C95	38.601	25.000	88.4664
C96	135.790	2101.358	3.7035
C97	39.269	25.000	89.9976
C98	41.346	6045.000	0.3919
C99	39.270	25.000	90.0000
C100	37.823	50.000	43.3418
C101	68.297	60.000	65.2191
C102	91.189	60.000	87.0787
C129	119.764	60.000	114.3857
C130	37.823	50.000	43.3418
C131	39.270	25.000	90.0000
C132	121.221	530.000	13.1046
C133	199.847	470.000	24.3625
C134	212.930	630.000	19.3651
C135	39.270	25.000	90.0000

Agenda Date: 11/02/2023 **Agenda Item Number:** 10

Subject:

Consider approval of the preliminary plat for Venture Park, a 2-lot development located in Fort Pierce at 1304 East Venture Dr. Case No. 2023-PP-039.

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: Aaron & Melissa Boli/Kevan Bundy

Reference Number: 2023-PP-039

Address/Location:

1304 E Venture Dr in Fort Pierce

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

Applicant is proposing to divide the property into two lots. The Planning Commission held a public meeting on October 24, 2023, and recommended approval.

Staff Narrative (need/purpose):

In the Fort Pierce area when a lot is created by SITLA it is done with a patent so it is unplatted. As lots in Fort Pierce modify or adjust the lot lines on a property they are required to go through the preliminary plat process to plat and create the new lots. This application is creating two lots for a new business in the area.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public meeting on October 24, 2023, as part of the preliminary plat application process and have recommended approval of the application with a 6-0 vote and no conditions.

St.George
Community Development

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: **10/24/2023**
CITY COUNCIL AGENDA ITEM**:** **11/02/2023**
Venture Park
Case No. 2023-PP-039

Request: Consider a request for a two (2) lot preliminary plat known as Venture Park, located approximately at 1304 E Venture Dr in Fort Pierce Industrial Park. The property is 20 acres and is zoned M-1 (Manufacturing). The applicant is Aaron & Melissa Bolli, and the representative is Kevan L Bundy. Case No. 2023-PP-039 (Staff – Mike Hadley)

Location: The site is located approximately at 1304 E Venture Dr in Fort Pierce Industrial Park.

Property: 20 acres

Number of Lots: 2

Density: N/A

Zoning: M-1 (Manufacturing).

Adjacent zones: This plat is surrounded by the following zones:
North – M-1 (Manufacturing).
South – M-1 (Manufacturing).
East – M-1 (Manufacturing).
West – M-1 (Manufacturing).

General Plan: IND (Industrial).

Applicant: Aaron & Melisssa Bolli.

Representative: Kevan L Bundy

Comments: No Comments from staff departments.

PLANNING COMMISSION:
The Planning Commission recommended approval to the City Council with a vote of 7-0 and no conditions.

RECOMMENDATION PRELIMINARY PLAT:
Staff recommends approval of the Preliminary Plat for the Venture Park with no conditions.


Venture Park
2023-PP-039

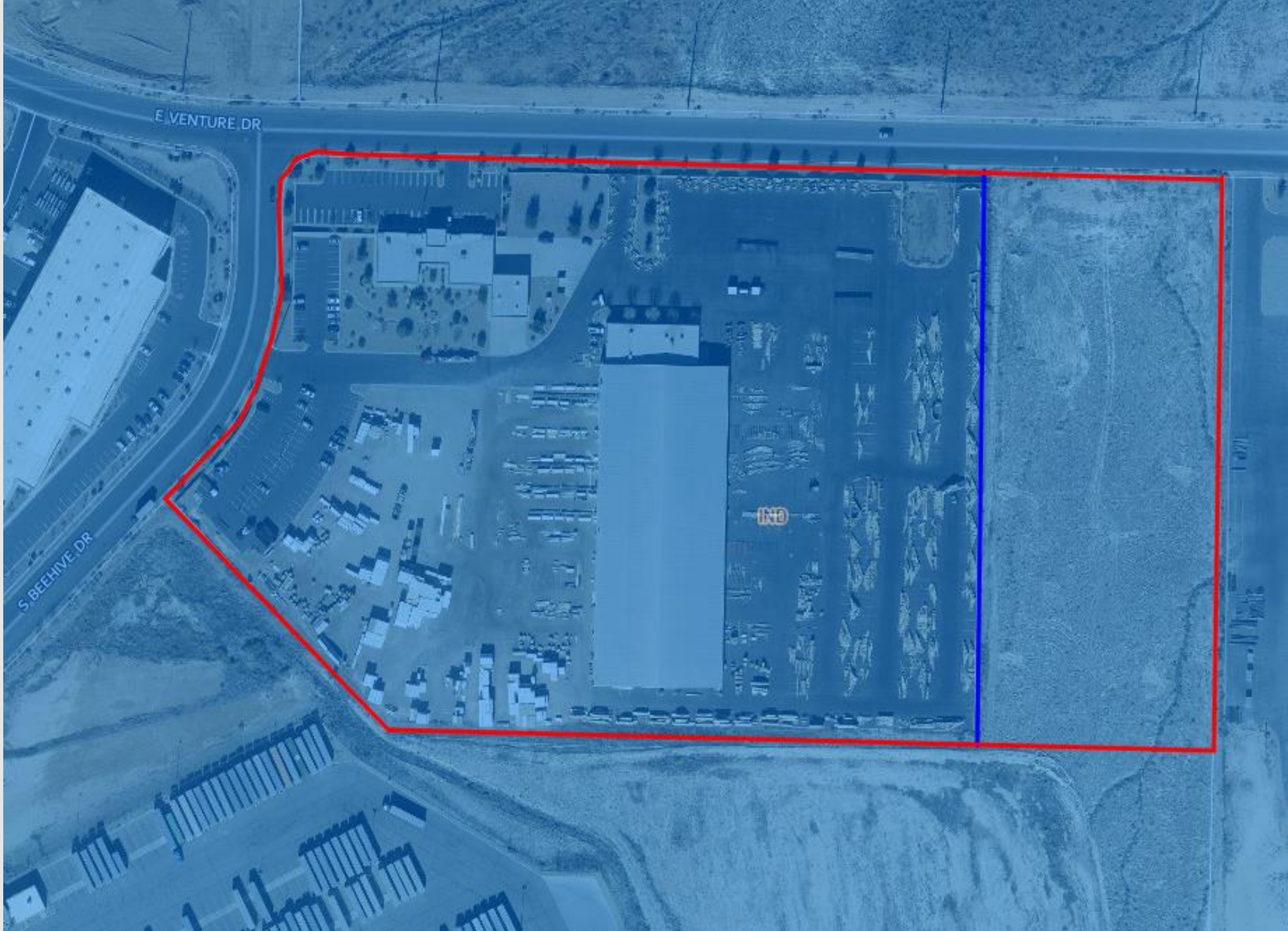
Vicinity Map



Zoning Map



General Plan Map



Preliminary Plat

