

**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, January 4, 2024, 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:

- You must be a resident of the City of St. George.
- Public input shall not be allowed on any agenda item or pending land use application.
- Comments should relate to City business.
- 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](mailto: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 purchasing playground equipment via a state contract with Sonntag Recreation for Mathis Park.**

BACKGROUND and RECOMMENDATION: This purchase is to replace the existing playground at Mathis Park. The existing playground was installed in 1993, which was 30 years ago. The typical lifespan of a playground is 10 years, but with proper maintenance can last 15-20 years. Because the playground is older, it is difficult to find replacement parts as the playground manufacturer has stopped making many of the replacement parts. Without being able to make the proper repairs the playground is becoming a safety hazard. The replacement playground will utilize the same footprint as the existing playground, but will also expand to the east an additional 1,500 sf. Part of the existing playground shade structure will remain, but two existing poles and two shade sails will be removed to provide room for the new playground equipment. The surfacing will be changed to artificial turf which will make the playground more ADA accessible. Staff recommends approval.

**b. Consider approval to award a bid to Watts Construction for the construction of Fire Station 1 (HQ) located at 85 South 400 East.**

BACKGROUND and RECOMMENDATION: This project has been several years in the making. The location meets or exceeds the criteria outlined by our fire department for access, proximity and location. This will be the headquarters for the St. George Fire Department and will house large apparatus, administrative staff and fulltime firefighters. Staff recommends approval.

**c. Consider approval to award a bid to JP Excavating, Inc. for the 3000 East 2000 South to Seegmiller Drive Project.**

BACKGROUND and RECOMMENDATION: This project includes roadway improvements, curb & gutter, sidewalk, trail, drainage and irrigation improvements, and signing and striping for improvements along 3000 East from 2000 South to Seegmiller Drive. The city received five bids. Staff recommends approval.

**d. Consider approval of a Professional Services Agreement with Sunrise Engineering for the construction management of 3000 East improvements.**

BACKGROUND and RECOMMENDATION: Sunrise Engineering has provided design and construction management services for the current and previous phase of 3000 East with excellent results. Staff recommends approval.

**e. Consider approval of a Reimbursement Agreement with Rondell, LLC for Off-Site Water Infrastructure.**

BACKGROUND and RECOMMENDATION: Rondell, LLC is developing an industrial subdivision in the northwest corner of the old St. George Industrial Park. Due to the elevations of their property, and adjacent properties, some off-site water infrastructure needs to be installed to provide adequate pressure and fire flow to their site. The off-site improvements will not only benefit their development but will benefit adjacent developed properties that currently have insufficient pressure and fire flow. The total cost of the off-site water infrastructure improvements is \$381,989.69. The City would reimburse the developer in the amount of \$153,467.97. This portion of the total cost is attributed to an existing deficiency in the water distribution system. Staff recommends approval.

- f. **Consider approval of the minutes from the meetings held December 6, 2023; December 7, 2023 (Regular); December 7, 2023 (Work); December 14, 2023 (Regular); and December 14, 2023 (Work).**
4. **Public hearing and consideration of Ordinance No. 2024-001 to vacate a portion of a municipal utility easement located between Lots 1 and 2, Crimson Ranch Estates Phase 1.**
- BACKGROUND and RECOMMENDATION: The final plat for Crimson Ranch Estates Phase 1 was approved by the Land Use Authority on the 20th day of July, 2022 and recorded on August 21, 2022. The applicant would like to merge Lots 1 & 2 together into one lot. The Joint Utilities Commission recommended approval.
5. **Presentation of the audited Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023.**
- BACKGROUND and RECOMMENDATION: This is the presentation of the City's audited 2023 Annual Comprehensive Financial Report (ACFR) conducted by Hinton Burdick CPA's & Advisors.
6. **Consider approval of Resolution No. 2024-001R to enter an Interlocal Agreement Between the City of St. George And The Winchester Hills Fire Department Regarding Fire Services For The Ledges, Trails, And Jel Ranch Subdivisions.**
- BACKGROUND and RECOMMENDATION: The City and the Southwest Special Service District entered into an Interlocal Agreement regarding fire services for the Ledges, Trails, and Jel Ranch Subdivisions in 2013. The term of this agreement expired on December 31, 2023 or if the City were to build a fire station within 5 miles of the Ledges, which occurred first. As the City has not yet built a fire station within 5 miles of the Ledges, the agreement needs to be renewed. Staff recommends approval.
7. **Consider approval of Resolution No. 2024-002R terminating the Interlocal Cooperation Agreement Regarding Election Services with Washington County.**
- BACKGROUND and RECOMMENDATION: In 2021, the City of St. George and Washington County entered into an Interlocal Cooperation Agreement regarding election services. The Agreement states that the Agreement shall automatically renew for additional one-year periods, unless thirty days prior to the expiration, written notice of intent to not renew is given by either party. The City received such notice from the Washington County Clerk/Auditor. Once the new Agreement is received and agreed upon, staff will bring it back for approval.
8. **Consider approval of Resolution No. 2024-003R to approve the designation and appointment of representatives to the Administrative Control Board of Washington County Special Service District No. 1 (Solid Waste District Administrative Control Board).**
- BACKGROUND and RECOMMENDATION: This resolution will approve the designation and appointment of Councilmember Steve Kemp to the Administrative Control Board of Washington County Special Service District No. 1 (Solid Waste District Administrative Control Board). Staff recommends approval.

9. **Consider approval of Resolution No. 2024-004R appointing City Officers.**

BACKGROUND and RECOMMENDATION: Per City code, City Officers shall be appointed on or before the first Monday in February following a municipal election.

10. **Consider approval of Ordinance No. 2024-002 amending the approved Viviano at Red Cliffs Planned Development Residential (PD-R) zone on approximately 48.59 acres, located east of 3000 east street and north of 1140 south for the purpose of redesigning the layout, approving building elevations and unit count for a project to be known as Viviano at Red Cliffs and amending the zoning on approximately 3.5 acres from PD-C (Planned Development Commercial) to PD-R (Planned Development Residential). Case No. 2023-PDA-023**

BACKGROUND and RECOMMENDATION: In 2021, The Park at Temple View PD project was first presented to the City Council. The project was a 268-unit subdivision with single-family, duplex, and townhome units. All units would be available for rent and the project was approved. On July 21, 2022, the applicant returned with an amended plan that addressed the traffic study and increased the units to 296. This amendment was also approved. Another two applications were made in 2022 and 2023 making minor adjustments and requesting additional units. The City Council required the site to maintain the original number of units and architecture. The applicant is proposing 304 units. After a public hearing, the Planning Commission recommended approval of the application with conditions.

11. **Consider approval of a preliminary plat for the Viviano at Red Cliffs development, a 12-lot subdivision located east of 3000 East and north of 1140 South. Case No. 2023-PP-042**

BACKGROUND and RECOMMENDATION: The Viviano project has been under consideration and had various iterations over the course of the past two years. A plat was approved in 2022. This proposed revised plat includes the church lot on the south-east corner of the site and the commercial property adjacent to Merrill Rd. The Planning Commission held a public meeting to discuss the application and recommended approval with conditions.

12. **Consider approval of Ordinance No. 2024-003 changing the zone from RE 12.5 (Residential Estates minimum lot size 12,500 sq. ft.) and OS (Open Space) to A-1 (Agriculture 1 acre minimum lot size) on approximately 1.6 acres located at the corner of Quarry Ridge Drive and Knolls Drive to develop a single family residential lot to be known as the Lex Ence Property. Case No 2023-ZC-019**

BACKGROUND and RECOMMENDATION: This application is to change the Zone from RE 12.5 (Residential Estates 12,500 sq. ft. minimum lot size) and OS (Open Space) to A-1 (Agricultural 1acre sq. ft. minimum lot size) to build a single-family residence with an attached garage and a barn on the property. The property does sit in the floodway and floodplain so they will have to work with Public Works to meet any requirements that are needed to mitigate building in the floodway and floodplain. The zone change is consistent with other property in the area which allows animals and animal uses on property. The surrounding properties to the north, south, east, and west in the area are zoned Open Space, Agricultural and Residential Estates. Before the meeting there was one resident who submitted a letter in favor of the

zone change. At their meeting held on December 12, 2023, the Planning Commission held a public hearing and recommended approval with a vote of 7-0 and no conditions.

- 13. Consider approval of Ordinance No. 2024-004 changing the zone from A-1 (Agriculture 1 acre minimum lot size) to R-1-10 (Single Family Residential 10,000 minimum sq. ft. lot size) on approximately 15.373 acres located at approximately at 2890 South Maple Crest Drive to develop 44 single family residential lots. Case No. 2023-ZC-017**

BACKGROUND and RECOMMENDATION: This application is to change the Zone from A-1 (Agriculture 1-acre minimum lot size) to R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to build 44 single family residential lots for a density of 2.86 units per acre. On December 2, 2021, the first phases 1 & 2 of Red Pine subdivision were approved by the City Council. On September 1, 2022, phases 3 & 4 of the Red Pine subdivision were approved by the City Council. This proposal is the next phases 5 & 6 of the Red Pine subdivision. Phases 1-4 of the Red Pine subdivision were approved with a minimum of 8,000 sq. ft. lots. The proposed minimum lot size for phases 5 & 6 is 10,000 sq. ft. which is a slight increase to a larger lot size. At their meeting held on December 12, 2023, the Planning Commission held a public hearing and recommended approval with a vote of 7-0.

- 14. Consider approval of a Hillside Development Permit to allow disturbance of areas in the 20% plus slope areas on an approximately 12.63-acre site generally located north of Snow Canyon Parkway and east of the existing Paradise Canyon subdivision. Case No. 2023-HS-008**

BACKGROUND and RECOMMENDATION: The applicant would like to develop a six-lot subdivision. A portion of the area lies within the Hillside Overlay Zone (HOZ). The project will be completed in one phase. Desert landscaping will be used on the project and there will be minimal impact to the hillside areas on the site. The Chuckwalla Estates went to the Hillside committee on August 23, 2023. There was much discussion with the committee. A lot of the discussion took place on the access road to the lots. The hillside committee discussed making the walls and appearance of the access road to blend and match the colors and texture of the surrounding areas materials. The site does include an archeological site. The proposed lots do not disturb the historical site. At their meeting held on October 24, 2023, the Planning Commission recommended approval with the conditions in the staff report with a vote of 7-0.

- 15. Consider approval of a preliminary plat for the Chuckwalla development, a 6-lot subdivision located north of Snow Canyon Pkwy and east of Paradise Canyon subdivision. Case No. 2023-PP-030**

BACKGROUND and RECOMMENDATION: The applicant is proposing to develop six residential lots. At their meeting held on October 24, 2023, the Planning Commission held a public meeting and recommended approval with conditions.

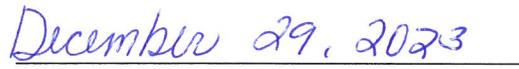
- 16. Consider approval of the preliminary plat for Sun River Commons lots 4a & 4b, a 2-lot subdivision to build a Les Schwab tire center in the Sun River Commons just off Pioneer Road. Case No. 2023-PP-043**

BACKGROUND and RECOMMENDATION: The applicant is proposing to build a Les Schwab tire center in Sun River Commons. At their meeting on November 28, 2023,

the Planning Commission held a public meeting and tabled the item. On December 12, 2023 a public meeting was held and the Planning Commission recommended approval of the Sun River Commons lots 4a & 4b plat with a vote of 7-0 and no conditions.

17. **Appointments to Boards and Commissions of the City.**
18. **Reports from Mayor, Councilmembers, and City Manager.**
19. **Request a closed session to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**

  
Christina Fernandez, City Recorder

  
Date

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



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 3a

**Subject:**

Consider approval of purchasing playground equipment via a state contract with Sonntag Recreation for Mathis Park.

**Item at-a-glance:**

Staff Contact: Craig Harvey

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Mathis Park, 1820 West Mathis Park Place

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

This purchase is to replace the existing playground at Mathis Park. The existing playground was installed in 1993, which was 30 years ago. The typical lifespan of a playground is 10 years, but with proper maintenance can last 15-20 years. Because the playground is older, it is difficult to find replacement parts as the playground manufacturer has stopped making many of the replacement parts. Without being able to make the proper repairs the playground is becoming a safety hazard. The replacement playground will utilize the same footprint as the existing playground, but will also expand to the east an additional 1,500 sf. Part of the existing playground shade structure will remain, but two existing poles and two shade sails will be removed to provide room for the new playground equipment. The surfacing will be changed to artificial turf which will make the playground more ADA accessible.

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

The purpose of the purchase is to replace the 30-year-old playground. Installation of the play equipment and surfacing is included in this cost.

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

**Budget Impact:**

Cost for the agenda item: \$287,100.00

Amount approved in current FY budget for item: \$400,000.00

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

Approved in budget.

Description of funding source:

Recreation, Arts, & Parks Tax (RAP).

**Recommendation (Include any conditions):**

Approval.



# QUOTE

## Sonntag Recreation

QUOTE #  
DATE: 12-12-2023

4245 Panorama Cir, Salt Lake City, UT 84124  
Phone 801-278-9797 Fax 801-278-9794  
chris@sonntagrec.com

EXPIRATION DATE 6-30-2024

TO City of St George

| SALESPERSON | JOB         | PAYMENT TERMS  | LEAD TIME |
|-------------|-------------|----------------|-----------|
| Chris       | Mathis Park | Due on receipt |           |

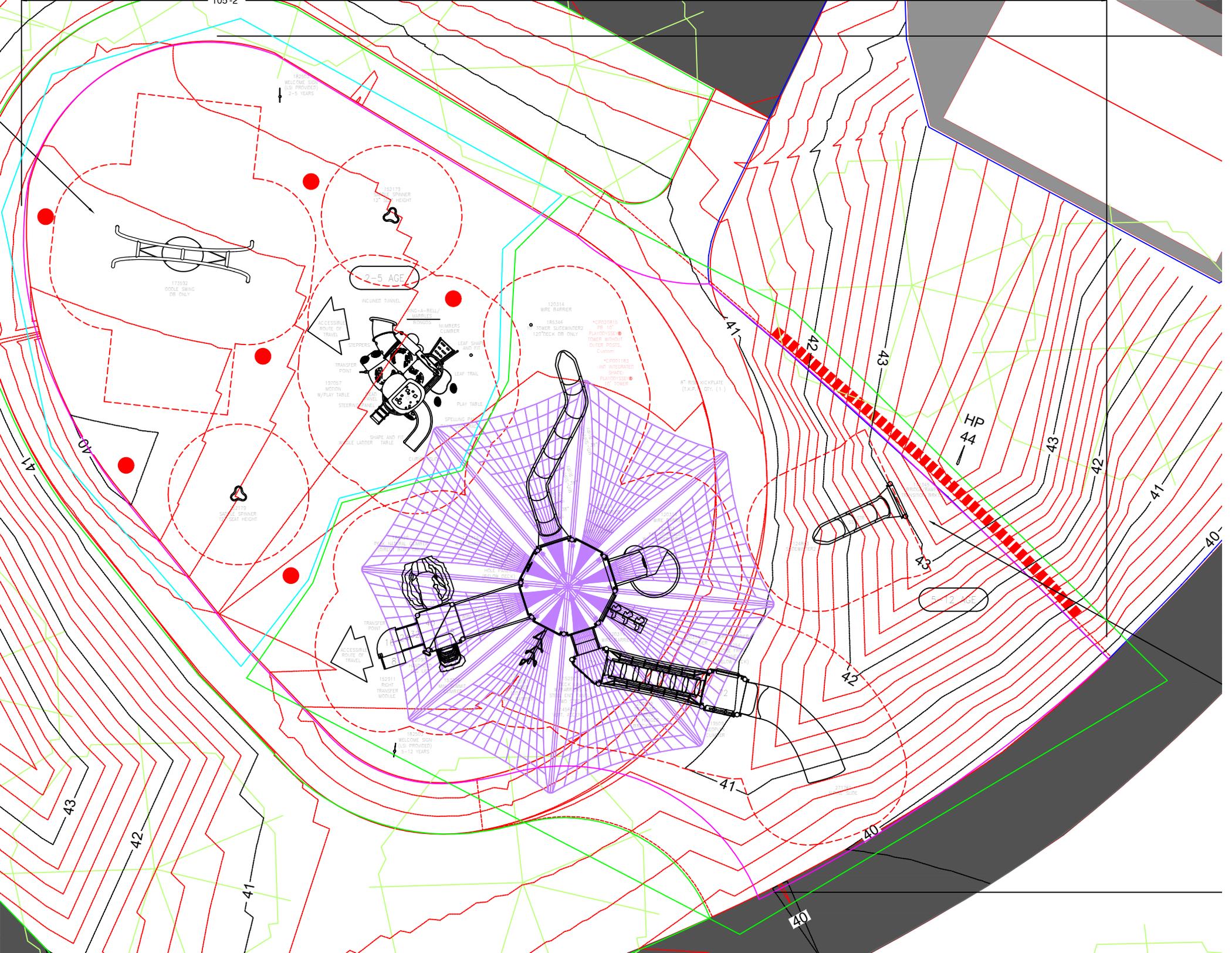
| QTY | DESCRIPTION   | UNIT PRICE      | LINE TOTAL          |
|-----|---|-----------------|---------------------|
|     | <b>Design Option 1</b>  |                 |                     |
| 1   | PlayOdyssey 2 deck level Tower Structure with Integrated shade and 2-5 PlayMotion Structure. Peak Concrete Boulder, Cloudburst Slide, Hillside Slide and Benches. |                 | \$153,000.00        |
| 1   | Synthetic Turf Playground Surfacing   |                 | 82,000.00           |
| 1   | Installation of all Playground Equipment  |                 | 38,000.00           |
| 1   | Change to change the CloudBurst Slide to an Alpine Slide, add Oodle Swing and to add an Oodle Swing   |                 | 5,900.00            |
| 1   | Change to install the new Oodle Swing   |                 | 1,200.00            |
|     | Estimated ship date 4-5 months.   |                 |                     |
|     |   | <b>SUBTOTAL</b> | <b>\$280,100.00</b> |
|     |   | <b>FREIGHT</b>  | <b>7,000.00</b>     |
|     |   | <b>TOTAL</b>    | <b>\$287,100.00</b> |

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

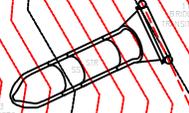
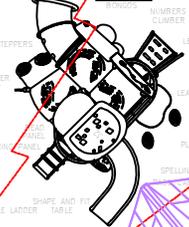
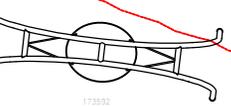


19352 COOL SWING OR ONLY

2-5 AGE

5-12 AGE

HP 44



19352 COOL SWING OR ONLY

193179 12" SPRINGER HEIGHT

193564 TOWER SUBWAY/202 1207000A OR ONLY

19300183 100" INTEGRATED SWING PLAY/VISOR TOWER

8" PLATE (1.1)

ACCESSIBLE ROUTE OF TRAIL

193564 TOWER SUBWAY/202 1207000A OR ONLY

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# Mathis Park - St. George - Option 1

1180713-01-02-01 • 12.13.2023



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*LSR*  
landscape  
structures

## Mathis Park - St. George - Option 1

1180713-01-02-04 • 12.13.2023

 Sonntag  
Recreation, LLC

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*lsr*  
landscape  
structures

## Mathis Park - St. George - Option 1

1180713-01-02-05 • 12.13.2023

 Sonntag  
Recreation, LLC

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# Mathis Park - St. George - Option 1

1180713-01-02-06 • 12.13.2023



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**Agenda Date:** 01/04/2024

**Agenda Item Number:** 3b

**Subject:**

Consider approval to award a bid to Watts Construction for the construction of Fire Station 1 (HQ) located at 85 South 400 East.

**Item at-a-glance:**

Staff Contact: Marc Mortensen

Applicant Name: Robert Stoker

Reference Number: Section 004100 Bid Form

Address/Location:

85 South 400 East

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

This project has been several years in the making. The location meets or exceeds the criteria outlined by our fire department for access, proximity and location. This will be the headquarters for the St. George Fire Department and will house large apparatus, administrative staff and fulltime firefighters.

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

The St. George Fire Department has outgrown the current Fire Station 1 location on 100 East and has sold the property to Utah Tech University. In 2022 the City acquired the property located on 400 East with the express purpose of a new fire station to serve as a headquarters for the department and provide services to downtown area. Three general contractors pre-qualified for this project and all submitted bids. All bids came in below the architects estimate and were within \$600,000 of each other.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:**

Cost for the agenda item: 8,539,524

Amount approved in current FY budget for item: 11,800,000

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

Amount was budgeted in current fiscal year budget

Description of funding source:

Fire Impact Fees and Capital Project Fund

**Recommendation (Include any conditions):**

Staff recommends approval

**SECTION 004100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. St. George City (Owner)  
175 E 200 S  
Owner Address 2  
St. George, Utah 84770

**1.02 FOR:**

- A. Project: St. George Fire Station #1
- B. Project Number: 43763  
85 South 400 East  
Project Location Address 2  
Saint George, Utah 84770

**1.03 DATE:** 12/21/2023 (BIDDER TO ENTER DATE)

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name Watts Construction, Inc.
  - 1. Address 795 E Factory Drive, Suite B
  - 2. City, State, Zip St. George, UT 84790

**1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Galloway for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Eight million five hundred thirty-nine thousand five hundred twenty four dollars  
(\$ 8,539,524), in lawful money of the United States of America.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
  - 1. The cost of the required performance assurance bonds is sixty seven thousand dollars  
(\$ 67,713), in lawful money of the United States of America. seven hundred thirteen
- D. All applicable federal taxes are included and State of Utah taxes are included in the Bid Sum.

**1.06 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
  - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we will:

- B. Complete the Work in 52 calendar weeks from Notice to Proceed.  
(Bidder to enter number of weeks.)

**1.08 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 5 percent overhead and profit on the net cost of our own Work;
  2. 10 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5% of the overhead and profit percentage noted above.

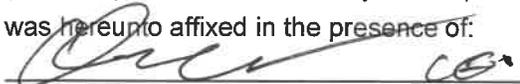
**1.09 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 12/18/2023.
  2. Addendum # 2 Dated 12/19/2023.

**1.10 BID FORM SUPPLEMENTS**

- A. We agree to submit the following Supplements to Bid Forms within 48 hours after submission of this bid for additional bid information:
1. Document 004373 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.
  2. Provide a document describing an average anticipated commitment per week to this project for each member of your team:
    - a. Project Manager
    - b. Project Engineer
    - c. Superintendent

**1.11 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of
- B. Watts Construction, Inc.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. 
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. Annex Jewell, CFO
- I. (Authorized signing officer, Title)

**1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION**

**Additional Notes**

- Transformer lead times may affect schedule.

- Regarding the training room and data/networking: both are under review per Chief Stoker. Pricing will be submitted at a later date after confirming training room layout and data/networking information provided by St. George IT Department with Chief Stoker.

 **AIA® Document A310™ – 2010**

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
Watts Construction Inc  
795 E Factory Drive Ste B  
St George UT 84790

**SURETY:**

*(Name, legal status and principal place of business)*  
United States Fire Insurance Company  
305 Madison Avenue  
Morristown NJ 07960

**OWNER:**

*(Name, legal status and address)*  
The City of St George  
175 East 200 North  
St George UT 84770

**BOND AMOUNT:** Five Percent of Amount bid (5% of Amount bid)

**PROJECT:** St George Fire Station #1

*(Name, location or address, and Project number, if any)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

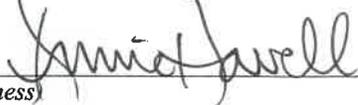
Project Number, if any: SGG000007

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of December, 2022

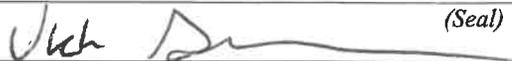
  
*(Witness)*

Watts Construction Inc

*(Principal)*  *(Seal)*

*(Title)*  
United States Fire Insurance Company

  
*(Witness)*

*(Surety)*  *(Seal)*

*(Title)* Vicki Sorensen, Attorney-in-Fact

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

12522

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brady Thorn, Vicki Sorensen, Adam Snow, Danielle Marchant, Katlyn Bigelow, Lori Clark, W. Douglas Snow, James Dickson,  
Ginger Farnsworth, Kim Russell, Brad Anderson, Budd Scow, Teresa Moore, Susan Childs, Corey Ford

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**

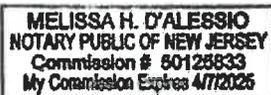


Matthew E. Lubin, President



State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



*Melissa H. D'Alessio*  
Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21<sup>st</sup> day of December 20 23

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President





**SECTION 004100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. St. George City (Owner)  
175 E 200 S  
Owner Address 2  
St. George, Utah84770

**1.02 FOR:**

- A. Project: St. George Fire Station #1
- B. Project Number: 43763  
85 South 400 East  
Project Location Address 2  
Saint George, Utah84770

**1.03 DATE:** 12/21/23 (BIDDER TO ENTER DATE)

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name Bud Mahas Construction, Inc.
  - 1. Address 917 Duluth Avenue
  - 2. City, State, Zip Salt Lake City, UT 84116

**1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Galloway for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. \_\_\_\_\_ dollars  
(\$ 8,689,000.00), in lawful money of the United States of America.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
  - 1. The cost of the required performance assurance bonds is Fifty Thousand dollars (\$50,000), in lawful money of the United States of America.
- D. All applicable federal taxes are included and State of Utah taxes are included in the Bid Sum.

**1.06 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
  - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we will:

- B. Complete the Work in 52 calendar weeks from Notice to Proceed.  
(Bidder to enter number of weeks.)

**1.08 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10% percent overhead and profit on the net cost of our own Work;
  2. 5% percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5% of the overhead and profit percentage noted above.

**1.09 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 12/18/23.
  2. Addendum # 2 Dated 12/19/23.

**1.10 BID FORM SUPPLEMENTS**

- A. We agree to submit the following Supplements to Bid Forms within 48 hours after submission of this bid for additional bid information:
1. Document 004373 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.
  2. Provide a document describing an average anticipated commitment per week to this project for each member of your team:
    - a. Project Manager
    - b. Project Engineer
    - c. Superintendent

**1.11 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of  
B. Bud Mahas Construction, Inc.  
C. (Bidder - print the full name of your firm)  
D. was hereunto affixed in the presence of:  
E. Todd Barney, Vice-President  
F. (Authorized signing officer, Title)  
G. (Seal)  
H. Todd Barney  
I. (Authorized signing officer, Title)



- 1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION**

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

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

|   |   |                                    |               |
|---|---|------------------------------------|---------------|
| <b>PRODUCER</b><br>Moreton & Company<br>P.O. Box 58139<br>Salt Lake City, UT 84158-0139<br>801 531-1234 | <b>CONTACT NAME:</b> Tanner Sylvies<br><b>PHONE (A/C, No, Ext):</b> 801 531-1234<br><b>E-MAIL ADDRESS:</b> tsylvies@moreton.com | <b>FAX (A/C, No):</b> 801-531-6117 |               |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                    | <b>NAIC #</b> |
| <b>INSURED</b><br>Bud Mahas Construction, Inc.<br>917 W. Duluth Ave<br>Salt Lake City, UT 84116         | <b>INSURER A :</b> Employers Mutual Casualty Co.  |                                    | <b>21415</b>  |
|   | <b>INSURER B :</b> WCF Mutual Insurance Company   |                                    | <b>10033</b>  |
|   | <b>INSURER C :</b>  |                                    |               |
|   | <b>INSURER D :</b>  |                                    |               |
|   | <b>INSURER E :</b>  |                                    |               |
| <b>INSURER F :</b>  |   |                                    |               |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 6X4866524     | 10/01/2023              | 10/01/2024              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
|          | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | 6X4866524     | 10/01/2023              | 10/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000   |           |          | 6X4866524     | 10/01/2023              | 10/01/2024              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | 1367601       | 10/01/2023              | 10/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Fire Station #1**

**Evidence of Insurance**

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>St. George City<br>175 East 200 South<br>Saint George, UT 84770 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Bud Mahas Construction, Inc.  
917 Duluth Avenue, Salt Lake City, UT 84110

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto St George City

175 East 200 South, St George, UT 84770

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

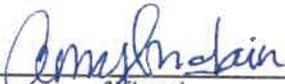
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Fire Station #1

Bid Identification No. SGG0000007

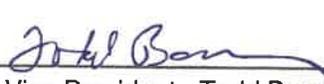
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of December, 2023

  
(Witness)

Bud Mahas Construction, Inc.

(Principal)

By: 

Vice President - Todd Barney

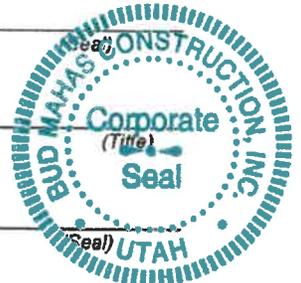
Liberty Mutual Insurance Company

(Surety)

By: 

Attorney-in-Fact Judy Parry

(Title)

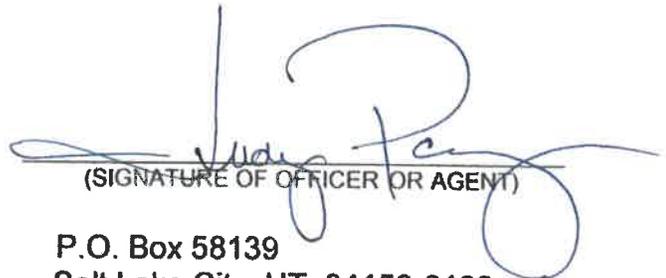


**AFFIDAVIT OF QUALIFICATION  
FOR SURETY COMPANIES**

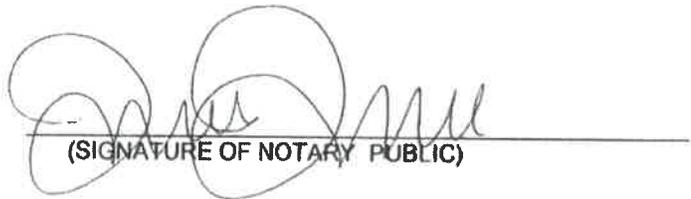
STATE OF UTAH ) SS  
COUNTY OF SALT LAKE )

JUDY PARRY, BEING FIRST AND DULY SWORN, ON OATH DEPOSES AND SAYS THAT SHE IS THE ATTORNEY-IN-FACT (OFFICER OR AGENT) OF SAID COMPANY, AND THAT SHE IS DULY AUTHORIZED TO EXECUTE THE SAME AND HAS COMPLIED IN ALL RESPECTS WITH THE LAWS OF THE STATE OF UTAH, IN REFERENCE TO BECOMING SOLE SURETY UPON BONDS, UNDERTAKINGS AND OBLIGATIONS.

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS 21 day of Dec A.D.. 2023

  
(SIGNATURE OF OFFICER OR AGENT)

P.O. Box 58139  
Salt Lake City, UT 84158-0139  
(RESIDENCE)

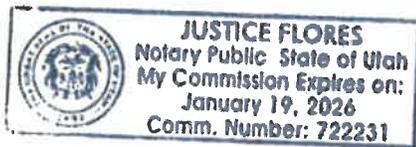
  
(SIGNATURE OF NOTARY PUBLIC)

(SEAL)

(SURETY SEAL)

MY COMMISSION EXPIRES:  
JANUARY 19, 2026

101 South 200 East  
Salt Lake City Utah 84111





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210465 - 965034

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colin Chipman, Judy Parry, Philip S. Walter, Richard Morgan, Sherry J. Pace, William R. Moreton

all of the city of Salt Lake City state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of July, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21 day of Dec, 2023



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, no currency rate, interest rate, residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 004100  
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. St. George City (Owner)  
175 E 200 S  
Owner Address 2  
St. George, Utah 84770

1.02 FOR:

- A. Project: St. George Fire Station #1  
B. Project Number: 43763  
85 South 400 East  
Project Location Address 2  
Saint George, Utah 84770

1.03 DATE: 10/21/2023 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Big-D Construction Corp.  
1. Address 908 W 1600 S  
2. City, State, Zip St. George, UT 84770

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Galloway for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Nine million one hundred fifty thousand five hundred dollars  
(\$ 9,150,500.00), in lawful money of the United States of America.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.  
1. The cost of the required performance assurance bonds is Forty nine thousand five hundred fifty three dollars  
(\$ 49,553.00), in lawful money of the United States of America.
- D. All applicable federal taxes are included and State of Utah taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:  
1. Execute the Agreement within seven days of receipt of Notice of Award.  
2. Furnish the required bonds within seven days of receipt of Notice of Award.  
3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:

- B. Complete the Work in 69 calendar weeks from Notice to Proceed.  
(Bidder to enter number of weeks.)

**1.08 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 5% percent overhead and profit on the net cost of our own Work;
  2. 5% percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5% of the overhead and profit percentage noted above.

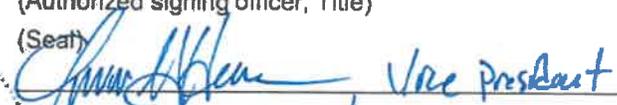
**1.09 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated December 18, 2023
  2. Addendum # 2 Dated December 19, 2023

**1.10 BID FORM SUPPLEMENTS**

- A. We agree to submit the following Supplements to Bid Forms within 48 hours after submission of this bid for additional bid information:
1. Document 004373 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.
  2. Provide a document describing an average anticipated commitment per week to this project for each member of your team:
    - a. Project Manager
    - b. Project Engineer
    - c. Superintendent

**1.11 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of  
B. Big-D Construction Corp.  
C. (Bidder - print the full name of your firm)  
D. was hereunto affixed in the presence of:  
E. Trevor Hunsaker, Senior Vice President  
F. (Authorized signing officer, Title)  
G. (Seal)  
H.  Vice President  
(Authorized signing officer, Title)

**1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION**

We have included an allowance \$32,000 for access control. The addendum was issued too late for supply houses to get pricing for this scope. This will need to be updated.

We exclude any precast fence (none shown on drawings)



St. George Fire Station #1 Proposed Staffing



| Scope of Work Description | % Time | Hours / Week | Anticipated Staff |
|---------------------------|--------|--------------|-------------------|
| <b>Project Management</b> |        |              |                   |
| Project Manager           | 40%    | 16+          | Judd Bundy        |
| Project Engineer          | 70%    | 28+          | Melissa Carlisle  |
| Project Accountant        | 15%    | 6+           | Tyler Allen       |
| Project Administrator     | 15%    | 6+           | Jami Mascaro      |
| <b>Site Supervision</b>   |        |              |                   |
| Superintendent            | 100%   | 40+          | Chet Farr         |
| <b>Project Support</b>    |        |              |                   |
| Vice President            |        |              | John Kemp         |
| Regional Manager          |        |              | Brian Hatch       |
| Estimating                |        |              | Chase Holman      |
| Pre Construction          |        |              | John Giles        |



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 3C

**Subject:**

Consider approval to award a bid to JP Excavating, Inc. for the 3000 East 2000 South to Seegmiller Drive Project.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

3000 East

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

This project includes roadway improvements, curb & gutter, sidewalk, trail, drainage and irrigation improvements, and signing and striping for improvements along 3000 East from 2000 South to Seegmiller Drive. The city received five bids.

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

This project includes roadway improvements, curb & gutter, sidewalk, trail, drainage and irrigation improvements, and signing and striping for improvements along 3000 East from 2000 South to Seegmiller Drive.

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

**Budget Impact:**

Cost for the agenda item: \$6,847,031.75

Amount approved in current FY budget for item: \$9,300,000

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

N/A

Description of funding source:

City budgeted funds

**Recommendation (Include any conditions):**

Approval



11 North 300 West, Washington, Utah 84780  
Tel: 435.652.8450 | Fax: 435.652.8416

December 19, 2023

Jay Sandberg, PE  
City Engineer  
City of St. George – Public Works  
175 East 200 North  
St. George, UT 84770

Subject: Engineer's Recommendation for Award of Bid  
3000 East Widening/Drainage (Seegmiller Dr to 2000 S.)

Dear Mr. Sandberg,

After reviewing the Bids received on December 14<sup>th</sup>, 2023, for the 3000 East Widening/Drainage (Seegmiller Dr to 2000 S.) (Project), we have found JP Excavating, Inc., (JPX) to be the low responsible, responsive bidder. We recommend that JPX be awarded the Project contract based on their bid amount of \$6,847,031.75.

Attached is the bid tabulation which we have reviewed.

Please call me with any questions.

Sincerely,

Taylor Torgersen, PE  
Project Engineer

Enclosure: Bid Tabulation

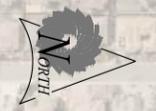
| No. | Item   | Quantity | Unit | JP Excavating, Inc. |                 | Interstate Rock Products, Inc. |                 | Whitaker Construction Co. Inc. |                 | Harward and Rees |                 | Sunroc Corporation |                 |
|-----|--|----------|------|---------------------|-----------------|--------------------------------|-----------------|--------------------------------|-----------------|------------------|-----------------|--------------------|-----------------|
|     |  |          |      | Unit Price          | Amount          | Unit Price                     | Amount          | Unit Price                     | Amount          | Unit Price       | Amount          | Unit Price         | Amount          |
| 1   | MOBILIZATION   | 1        | LS   | \$ 250,000.00       | \$ 250,000.00   | \$ 212,000.00                  | \$ 212,000.00   | \$ 308,000.00                  | \$ 308,000.00   | \$ 500,000.00    | \$ 500,000.00   | \$ 450,000.00      | \$ 450,000.00   |
| 2   | TRAFFIC CONTROL  | 1        | LS   | \$ 70,000.00        | \$ 70,000.00    | \$ 66,800.00                   | \$ 66,800.00    | \$ 122,500.00                  | \$ 122,500.00   | \$ 275,000.00    | \$ 275,000.00   | \$ 505,000.00      | \$ 505,000.00   |
| 3   | SWPPP COMPLIANCE AND EROSION CONTROL                         | 1        | LS   | \$ 11,000.00        | \$ 11,000.00    | \$ 16,500.00                   | \$ 16,500.00    | \$ 28,600.00                   | \$ 28,600.00    | \$ 39,000.00     | \$ 39,000.00    | \$ 55,175.00       | \$ 55,175.00    |
| 4   | DUST CONTROL & WATERING                                      | 1        | LS   | \$ 8,000.00         | \$ 8,000.00     | \$ 46,900.00                   | \$ 46,900.00    | \$ 48,000.00                   | \$ 48,000.00    | \$ 46,000.00     | \$ 46,000.00    | \$ 5,300.00        | \$ 5,300.00     |
| 5   | SUBSURFACE INVESTIGATION AND UTILITY COORDINATION            | 1        | LS   | \$ 1,000.00         | \$ 1,000.00     | \$ 135,500.00                  | \$ 135,500.00   | \$ 11,200.00                   | \$ 11,200.00    | \$ 32,000.00     | \$ 32,000.00    | \$ 67,400.00       | \$ 67,400.00    |
| 6   | CLEARING, GRUBBING, EXCAVATION, DEMOLITION, & RESTORATION    | 1        | LS   | \$ 12,000.00        | \$ 12,000.00    | \$ 9,300.00                    | \$ 9,300.00     | \$ 167,500.00                  | \$ 167,500.00   | \$ 300,000.00    | \$ 300,000.00   | \$ 491,500.00      | \$ 491,500.00   |
| 7   | CONSTRUCTION STAKING   | 1        | LS   | \$ 30,000.00        | \$ 30,000.00    | \$ 35,400.00                   | \$ 35,400.00    | \$ 27,900.00                   | \$ 27,900.00    | \$ 40,000.00     | \$ 40,000.00    | \$ 36,295.00       | \$ 36,295.00    |
| 8   | TRENCH SHORING AND DEWATERING                                | 1        | LS   | \$ 150,000.00       | \$ 150,000.00   | \$ 186,000.00                  | \$ 186,000.00   | \$ 85,000.00                   | \$ 85,000.00    | \$ 120,000.00    | \$ 120,000.00   | \$ 160,781.00      | \$ 160,781.00   |
| 9   | GROUND WATER MITIGATION AND SOIL STABILIZATION               | 1        | LS   | \$ 115,000.00       | \$ 115,000.00   | \$ 98,100.00                   | \$ 98,100.00    | \$ 707,000.00                  | \$ 707,000.00   | \$ 375,000.00    | \$ 375,000.00   | \$ 480,775.00      | \$ 480,775.00   |
| 10  | REMOVE CONCRETE BARRIER                                      | 215      | LF   | \$ 16.00            | \$ 3,440.00     | \$ 11.00                       | \$ 2,365.00     | \$ 12.00                       | \$ 2,580.00     | \$ 21.00         | \$ 4,515.00     | \$ 16.65           | \$ 3,579.75     |
| 11  | ASPHALT REMOVAL  | 142100   | SF   | \$ 0.30             | \$ 42,630.00    | \$ 0.20                        | \$ 28,420.00    | \$ 0.15                        | \$ 21,315.00    | \$ 0.55          | \$ 78,155.00    | \$ 0.86            | \$ 122,206.00   |
| 12  | CONCRETE REMOVAL   | 7315     | SF   | \$ 1.45             | \$ 10,606.75    | \$ 1.15                        | \$ 8,412.25     | \$ 0.60                        | \$ 4,389.00     | \$ 1.00          | \$ 7,315.00     | \$ 2.65            | \$ 19,384.75    |
| 13  | EARTHWORK & GRADING  | 1        | LS   | \$ 110,000.00       | \$ 110,000.00   | \$ 201,500.00                  | \$ 201,500.00   | \$ 230,500.00                  | \$ 230,500.00   | \$ 400,000.00    | \$ 400,000.00   | \$ 1,133,685.00    | \$ 1,133,685.00 |
| 14  | SOFT SPOT REPAIR (<12" THICK)                                | 15000    | SF   | \$ 1.07             | \$ 16,050.00    | \$ 0.84                        | \$ 12,600.00    | \$ 3.00                        | \$ 45,000.00    | \$ 4.85          | \$ 72,750.00    | \$ 2.56            | \$ 38,400.00    |
| 15  | SOFT SPOT REPAIR (>12" THICK)                                | 15000    | SF   | \$ 2.00             | \$ 30,000.00    | \$ 1.25                        | \$ 18,750.00    | \$ 8.40                        | \$ 126,000.00   | \$ 3.95          | \$ 59,250.00    | \$ 4.63            | \$ 69,450.00    |
| 16  | BITUMINOUS SURFACE COURSE (CATEGORY I, "NON-RUT") - 5" THICK | 320000   | SF   | \$ 3.21             | \$ 1,027,200.00 | \$ 3.20                        | \$ 1,024,000.00 | \$ 3.30                        | \$ 1,056,000.00 | \$ 3.20          | \$ 1,024,000.00 | \$ 3.01            | \$ 963,200.00   |
| 17  | UNTREATED BASE COURSE - 12.5" THICK                          | 320000   | SF   | \$ 1.54             | \$ 492,800.00   | \$ 1.35                        | \$ 432,000.00   | \$ 1.80                        | \$ 576,000.00   | \$ 1.85          | \$ 592,000.00   | \$ 1.76            | \$ 563,200.00   |
| 18  | SUB BASE COURSE (GRANULAR BORROW) - 10" THICK                | 320000   | SF   | \$ 1.19             | \$ 380,800.00   | \$ 0.84                        | \$ 268,800.00   | \$ 1.40                        | \$ 448,000.00   | \$ 1.25          | \$ 400,000.00   | \$ 1.25            | \$ 400,000.00   |
| 19  | GEOGRID (ROADWAY/TRAIL PAVEMENT SECTIONS)                    | 369000   | SF   | \$ 0.64             | \$ 236,160.00   | \$ 0.55                        | \$ 202,950.00   | \$ 0.50                        | \$ 184,500.00   | \$ 0.64          | \$ 236,160.00   | \$ 0.73            | \$ 269,370.00   |
| 20  | ASPHALT DRIVEWAY ACCESS                                      | 3500     | SF   | \$ 3.41             | \$ 11,935.00    | \$ 2.80                        | \$ 9,800.00     | \$ 6.50                        | \$ 22,750.00    | \$ 6.70          | \$ 23,450.00    | \$ 5.06            | \$ 17,710.00    |
| 21  | 10' ASPHALT TRAIL  | 32000    | SF   | \$ 3.43             | \$ 109,760.00   | \$ 2.75                        | \$ 88,000.00    | \$ 5.20                        | \$ 166,400.00   | \$ 5.35          | \$ 171,200.00   | \$ 4.50            | \$ 144,000.00   |
| 22  | STANDARD CURB & GUTTER (HB30-7) W/ BASE                      | 7000     | LF   | \$ 23.00            | \$ 161,000.00   | \$ 24.50                       | \$ 171,500.00   | \$ 28.50                       | \$ 199,500.00   | \$ 40.00         | \$ 280,000.00   | \$ 29.90           | \$ 209,300.00   |
| 23  | CONCRETE PEDESTRIAN RAMP                                     | 15       | EA   | \$ 3,300.00         | \$ 49,500.00    | \$ 2,350.00                    | \$ 35,250.00    | \$ 3,600.00                    | \$ 54,000.00    | \$ 7,600.00      | \$ 114,000.00   | \$ 3,030.00        | \$ 45,450.00    |
| 24  | CONCRETE DRIVEWAY ACCESS                                     | 625      | SF   | \$ 13.00            | \$ 8,125.00     | \$ 13.50                       | \$ 8,437.50     | \$ 12.50                       | \$ 7,812.50     | \$ 48.00         | \$ 30,000.00    | \$ 14.55           | \$ 9,093.75     |
| 25  | CONCRETE FLATWORK W/ BASE                                    | 18000    | SF   | \$ 8.70             | \$ 156,600.00   | \$ 7.25                        | \$ 130,500.00   | \$ 7.50                        | \$ 135,000.00   | \$ 10.25         | \$ 184,500.00   | \$ 8.90            | \$ 160,200.00   |
| 26  | PANEL FENCE  | 2790     | LF   | \$ 29.00            | \$ 80,910.00    | \$ 31.00                       | \$ 86,490.00    | \$ 31.00                       | \$ 86,490.00    | \$ 25.00         | \$ 69,750.00    | \$ 33.50           | \$ 93,465.00    |
| 27  | PANEL FENCE (CITY-FURNISHED POSTS AND PANELS)                | 570      | LF   | \$ 13.00            | \$ 7,410.00     | \$ 14.00                       | \$ 7,980.00     | \$ 13.50                       | \$ 7,695.00     | \$ 12.50         | \$ 7,125.00     | \$ 15.00           | \$ 8,550.00     |
| 28  | PANEL FENCE GATE   | 2        | EA   | \$ 965.00           | \$ 1,930.00     | \$ 1,050.00                    | \$ 2,100.00     | \$ 1,000.00                    | \$ 2,000.00     | \$ 1,075.00      | \$ 2,150.00     | \$ 1,116.00        | \$ 2,232.00     |
| 29  | VINYL RANCH RAIL FENCE                                       | 925      | LF   | \$ 26.00            | \$ 24,050.00    | \$ 28.00                       | \$ 25,900.00    | \$ 28.00                       | \$ 25,900.00    | \$ 28.00         | \$ 25,900.00    | \$ 30.00           | \$ 27,750.00    |
| 30  | VINYL RANCH RAIL PILASTER                                    | 2        | EA   | \$ 650.00           | \$ 1,300.00     | \$ 580.00                      | \$ 1,160.00     | \$ 555.00                      | \$ 1,110.00     | \$ 2,250.00      | \$ 4,500.00     | \$ 625.00          | \$ 1,250.00     |
| 31  | WOOD RAIL FENCE  | 40       | LF   | \$ 32.00            | \$ 1,280.00     | \$ 33.50                       | \$ 1,340.00     | \$ 32.50                       | \$ 1,300.00     | \$ 30.00         | \$ 1,200.00     | \$ 37.00           | \$ 1,480.00     |
| 32  | CMU BLOCK WALL EXTENSION                                     | 325      | LF   | \$ 57.00            | \$ 18,525.00    | \$ 55.50                       | \$ 18,037.50    | \$ 98.00                       | \$ 31,850.00    | \$ 152.00        | \$ 49,400.00    | \$ 65.00           | \$ 21,125.00    |
| 33  | STACKED ROCK WALL  | 25       | LF   | \$ 107.00           | \$ 2,675.00     | \$ 98.00                       | \$ 2,450.00     | \$ 89.00                       | \$ 2,225.00     | \$ 400.00        | \$ 10,000.00    | \$ 250.00          | \$ 6,250.00     |
| 34  | CONCRETE RETAINING WALL                                      | 29       | CY   | \$ 540.00           | \$ 15,660.00    | \$ 1,200.00                    | \$ 34,800.00    | \$ 1,050.00                    | \$ 30,450.00    | \$ 1,200.00      | \$ 34,800.00    | \$ 1,357.00        | \$ 39,353.00    |
| 35  | CLASS I STANDARD MONUMENT                                    | 3        | EA   | \$ 900.00           | \$ 2,700.00     | \$ 1,600.00                    | \$ 4,800.00     | \$ 780.00                      | \$ 2,340.00     | \$ 1,985.00      | \$ 5,955.00     | \$ 873.00          | \$ 2,619.00     |
| 36  | RELOCATE BRIDLE GATE ESTATES SIGN                            | 1        | LS   | \$ 300.00           | \$ 300.00       | \$ 580.00                      | \$ 580.00       | \$ 625.00                      | \$ 625.00       | \$ 3,950.00      | \$ 3,950.00     | \$ 624.00          | \$ 624.00       |
| 37  | RELOCATE ROADWAY/TRAIL SIGN ASSEMBLY                         | 11       | EA   | \$ 250.00           | \$ 2,750.00     | \$ 260.00                      | \$ 2,860.00     | \$ 235.00                      | \$ 2,585.00     | \$ 400.00        | \$ 4,400.00     | \$ 281.00          | \$ 3,091.00     |
| 38  | ROADWAY AND TRAIL SIGN ASSEMBLIES                            | 16       | EA   | \$ 600.00           | \$ 9,600.00     | \$ 640.00                      | \$ 10,240.00    | \$ 560.00                      | \$ 8,960.00     | \$ 700.00        | \$ 11,200.00    | \$ 655.00          | \$ 10,480.00    |
| 39  | PAVEMENT MARKING PAINT                                       | 134      | GAL  | \$ 96.00            | \$ 12,864.00    | \$ 100.00                      | \$ 13,400.00    | \$ 91.50                       | \$ 12,261.00    | \$ 109.00        | \$ 14,606.00    | \$ 103.00          | \$ 13,802.00    |
| 40  | PAVEMENT MESSAGES  | 54       | EA   | \$ 85.00            | \$ 4,590.00     | \$ 90.50                       | \$ 4,887.00     | \$ 83.50                       | \$ 4,509.00     | \$ 100.00        | \$ 5,400.00     | \$ 93.55           | \$ 5,051.70     |
| 41  | MISC. PARTS, FITTINGS, CONNECTIONS, AND TIE-INS              | 1        | LS   | \$ 12,000.00        | \$ 12,000.00    | \$ 24,800.00                   | \$ 24,800.00    | \$ 11,500.00                   | \$ 11,500.00    | \$ 25,000.00     | \$ 25,000.00    | \$ 121,100.00      | \$ 121,100.00   |
| 42  | FLOWABLE FILL  | 25       | CY   | \$ 300.00           | \$ 7,500.00     | \$ 210.00                      | \$ 5,250.00     | \$ 290.00                      | \$ 7,250.00     | \$ 340.00        | \$ 8,500.00     | \$ 300.00          | \$ 7,500.00     |
| 43  | 8" HDPE  | 60       | LF   | \$ 51.00            | \$ 3,060.00     | \$ 87.00                       | \$ 5,220.00     | \$ 67.50                       | \$ 4,050.00     | \$ 210.00        | \$ 12,600.00    | \$ 153.00          | \$ 9,180.00     |
| 44  | 18" HDPE   | 73       | LF   | \$ 51.00            | \$ 3,723.00     | \$ 84.00                       | \$ 6,132.00     | \$ 215.00                      | \$ 15,695.00    | \$ 308.00        | \$ 22,484.00    | \$ 183.00          | \$ 13,359.00    |
| 45  | 24" HDPE   | 2420     | LF   | \$ 75.00            | \$ 181,500.00   | \$ 100.00                      | \$ 242,000.00   | \$ 105.00                      | \$ 254,100.00   | \$ 320.00        | \$ 774,400.00   | \$ 223.00          | \$ 539,660.00   |
| 46  | 30" HDPE   | 45       | LF   | \$ 200.00           | \$ 9,000.00     | \$ 200.00                      | \$ 9,000.00     | \$ 195.00                      | \$ 8,775.00     | \$ 335.00        | \$ 15,075.00    | \$ 383.00          | \$ 17,235.00    |
| 47  | 36" HDPE   | 42       | LF   | \$ 260.00           | \$ 10,920.00    | \$ 180.00                      | \$ 7,560.00     | \$ 310.00                      | \$ 13,020.00    | \$ 344.00        | \$ 14,448.00    | \$ 340.00          | \$ 14,280.00    |
| 48  | 36" RCP  | 2229     | LF   | \$ 290.00           | \$ 646,410.00   | \$ 260.00                      | \$ 579,540.00   | \$ 295.00                      | \$ 657,555.00   | \$ 456.00        | \$ 1,016,424.00 | \$ 429.00          | \$ 956,241.00   |

| No. | Item  | Quantity | Unit | JP Excavating, Inc. |               | Interstate Rock Products, Inc. |               | Whitaker Construction Co. Inc. |               | Harward and Rees |                 | Sunroc Corporation |                 |
|-----|---|----------|------|---------------------|---------------|--------------------------------|---------------|--------------------------------|---------------|------------------|-----------------|--------------------|-----------------|
|     |   |          |      | Unit Price          | Amount        | Unit Price                     | Amount        | Unit Price                     | Amount        | Unit Price       | Amount          | Unit Price         | Amount          |
| 49  | 48" RCP   | 2212     | LF   | \$ 395.00           | \$ 873,740.00 | \$ 340.00                      | \$ 752,080.00 | \$ 430.00                      | \$ 951,160.00 | \$ 571.00        | \$ 1,263,052.00 | \$ 527.00          | \$ 1,165,724.00 |
| 50  | CLAY CUTOFF WALL  | 4        | EA   | \$ 2,100.00         | \$ 8,400.00   | \$ 2,800.00                    | \$ 11,200.00  | \$ 1,460.00                    | \$ 5,840.00   | \$ 1,985.00      | \$ 7,940.00     | \$ 1,887.00        | \$ 7,548.00     |
| 51  | AREA DRAIN  | 5        | EA   | \$ 1,000.00         | \$ 5,000.00   | \$ 4,850.00                    | \$ 24,250.00  | \$ 2,740.00                    | \$ 13,700.00  | \$ 1,800.00      | \$ 9,000.00     | \$ 5,234.00        | \$ 26,170.00    |
| 52  | FIELD DRAIN   | 1        | EA   | \$ 4,300.00         | \$ 4,300.00   | \$ 4,700.00                    | \$ 4,700.00   | \$ 4,890.00                    | \$ 4,890.00   | \$ 6,382.00      | \$ 6,382.00     | \$ 3,854.00        | \$ 3,854.00     |
| 53  | DITCH INLET BOX W/ ANGLED GRATE   | 2        | EA   | \$ 9,700.00         | \$ 19,400.00  | \$ 11,600.00                   | \$ 23,200.00  | \$ 11,000.00                   | \$ 22,000.00  | \$ 13,990.00     | \$ 27,980.00    | \$ 11,998.00       | \$ 23,996.00    |
| 54  | IRRIGATION DITCH BOX W/ VALVE   | 1        | EA   | \$ 12,500.00        | \$ 12,500.00  | \$ 12,500.00                   | \$ 12,500.00  | \$ 18,000.00                   | \$ 18,000.00  | \$ 17,875.00     | \$ 17,875.00    | \$ 8,808.00        | \$ 8,808.00     |
| 55  | CONC SD BOX (18" PIPE) W/ DOUBLE CURB INLET   | 1        | EA   | \$ 11,600.00        | \$ 11,600.00  | \$ 13,000.00                   | \$ 13,000.00  | \$ 23,200.00                   | \$ 23,200.00  | \$ 17,192.00     | \$ 17,192.00    | \$ 10,833.00       | \$ 10,833.00    |
| 56  | CONC SD BOX (24" PIPE)  | 2        | EA   | \$ 9,200.00         | \$ 18,400.00  | \$ 10,800.00                   | \$ 21,600.00  | \$ 9,080.00                    | \$ 18,160.00  | \$ 15,000.00     | \$ 30,000.00    | \$ 8,169.00        | \$ 16,338.00    |
| 57  | CONC SD BOX (24" PIPE) W/ DOUBLE CURB INLET   | 12       | EA   | \$ 11,500.00        | \$ 138,000.00 | \$ 13,300.00                   | \$ 159,600.00 | \$ 11,600.00                   | \$ 139,200.00 | \$ 17,425.00     | \$ 209,100.00   | \$ 11,301.00       | \$ 135,612.00   |
| 58  | CONC SD BOX (24" PIPE) W/ DOUBLE CURB INLET (CITY FURNISHED BOX, CONTRACTOR-FURNISHED RISERS/LID) | 1        | EA   | \$ 4,400.00         | \$ 4,400.00   | \$ 10,100.00                   | \$ 10,100.00  | \$ 8,910.00                    | \$ 8,910.00   | \$ 14,198.00     | \$ 14,198.00    | \$ 7,645.00        | \$ 7,645.00     |
| 59  | CONC SD BOX (30" PIPE) W/ DOUBLE CURB INLET   | 1        | EA   | \$ 12,000.00        | \$ 12,000.00  | \$ 13,100.00                   | \$ 13,100.00  | \$ 12,000.00                   | \$ 12,000.00  | \$ 17,255.00     | \$ 17,255.00    | \$ 10,900.00       | \$ 10,900.00    |
| 60  | CONC SD BOX (DUAL 36" PIPE) W/ DOUBLE CURB INLET  | 4        | EA   | \$ 18,000.00        | \$ 72,000.00  | \$ 22,300.00                   | \$ 89,200.00  | \$ 22,300.00                   | \$ 89,200.00  | \$ 29,350.00     | \$ 117,400.00   | \$ 3,850.00        | \$ 15,400.00    |
| 61  | CONC SD BOX (48" PIPE)  | 2        | EA   | \$ 12,000.00        | \$ 24,000.00  | \$ 14,100.00                   | \$ 28,200.00  | \$ 13,800.00                   | \$ 27,600.00  | \$ 18,063.00     | \$ 36,126.00    | \$ 10,430.00       | \$ 20,860.00    |
| 62  | CONC SD BOX (DUAL 48" PIPE) W/ DOUBLE CURB INLET  | 4        | EA   | \$ 24,000.00        | \$ 96,000.00  | \$ 28,100.00                   | \$ 112,400.00 | \$ 27,800.00                   | \$ 111,200.00 | \$ 36,675.00     | \$ 146,700.00   | \$ 25,725.00       | \$ 102,900.00   |
| 63  | RELOCATE AIR VAC ASSEMBLY   | 1        | EA   | \$ 3,500.00         | \$ 3,500.00   | \$ 4,700.00                    | \$ 4,700.00   | \$ 5,560.00                    | \$ 5,560.00   | \$ 2,200.00      | \$ 2,200.00     | \$ 4,845.00        | \$ 4,845.00     |
| 64  | RELOCATE WATER METER ASSEMBLY   | 1        | EA   | \$ 3,000.00         | \$ 3,000.00   | \$ 4,850.00                    | \$ 4,850.00   | \$ 2,590.00                    | \$ 2,590.00   | \$ 2,700.00      | \$ 2,700.00     | \$ 3,154.00        | \$ 3,154.00     |
| 65  | RELOCATE WATER SPIGOT   | 1        | EA   | \$ 1,300.00         | \$ 1,300.00   | \$ 4,350.00                    | \$ 4,350.00   | \$ 1,770.00                    | \$ 1,770.00   | \$ 2,500.00      | \$ 2,500.00     | \$ 2,129.00        | \$ 2,129.00     |
| 66  | FIRE HYDRANT ASSEMBLY   | 1        | EA   | \$ 11,000.00        | \$ 11,000.00  | \$ 8,300.00                    | \$ 8,300.00   | \$ 8,220.00                    | \$ 8,220.00   | \$ 8,245.00      | \$ 8,245.00     | \$ 8,051.00        | \$ 8,051.00     |
| 67  | 3/4" WATER SERVICE LATERAL  | 25       | LF   | \$ 48.00            | \$ 1,200.00   | \$ 85.00                       | \$ 2,125.00   | \$ 53.00                       | \$ 1,325.00   | \$ 160.00        | \$ 4,000.00     | \$ 64.00           | \$ 1,600.00     |
| 68  | 2" WATER SERVICE LATERAL  | 740      | LF   | \$ 31.00            | \$ 22,940.00  | \$ 27.00                       | \$ 19,980.00  | \$ 18.00                       | \$ 13,320.00  | \$ 34.50         | \$ 25,530.00    | \$ 31.50           | \$ 23,310.00    |
| 69  | 2" IRRIGATION SERVICE LATERAL   | 20       | LF   | \$ 71.00            | \$ 1,420.00   | \$ 110.00                      | \$ 2,200.00   | \$ 61.50                       | \$ 1,230.00   | \$ 66.00         | \$ 1,320.00     | \$ 68.50           | \$ 1,370.00     |
| 70  | 6" PVC IRRIGATION LINE  | 200      | LF   | \$ 67.00            | \$ 13,400.00  | \$ 63.00                       | \$ 12,600.00  | \$ 61.00                       | \$ 12,200.00  | \$ 66.00         | \$ 13,200.00    | \$ 48.50           | \$ 9,700.00     |
| 71  | 8" PVC WATER LINE   | 80       | LF   | \$ 79.00            | \$ 6,320.00   | \$ 84.50                       | \$ 6,760.00   | \$ 125.00                      | \$ 10,000.00  | \$ 78.00         | \$ 6,240.00     | \$ 101.00          | \$ 8,080.00     |
| 72  | 10" PVC IRRIGATION LINE   | 10       | LF   | \$ 247.00           | \$ 2,470.00   | \$ 400.00                      | \$ 4,000.00   | \$ 285.00                      | \$ 2,850.00   | \$ 250.00        | \$ 2,500.00     | \$ 226.00          | \$ 2,260.00     |
| 73  | 12" PVC IRRIGATION LINE   | 2600     | LF   | \$ 78.00            | \$ 202,800.00 | \$ 97.00                       | \$ 252,200.00 | \$ 95.50                       | \$ 248,300.00 | \$ 99.00         | \$ 257,400.00   | \$ 119.00          | \$ 309,400.00   |
| 74  | 18" PVC IRRIGATION LINE   | 80       | LF   | \$ 225.00           | \$ 18,000.00  | \$ 280.00                      | \$ 22,400.00  | \$ 415.00                      | \$ 33,200.00  | \$ 361.00        | \$ 28,880.00    | \$ 297.00          | \$ 23,760.00    |
| 75  | 3/4" GATE VALVE ASSEMBLY  | 1        | EA   | \$ 400.00           | \$ 400.00     | \$ 600.00                      | \$ 600.00     | \$ 210.00                      | \$ 210.00     | \$ 1,985.00      | \$ 1,985.00     | \$ 1,033.00        | \$ 1,033.00     |
| 76  | 2" GATE VALVE ASSEMBLY  | 2        | EA   | \$ 1,200.00         | \$ 2,400.00   | \$ 960.00                      | \$ 1,920.00   | \$ 1,120.00                    | \$ 2,240.00   | \$ 1,372.00      | \$ 2,744.00     | \$ 1,350.00        | \$ 2,700.00     |
| 77  | 6" GATE VALVE ASSEMBLY  | 2        | EA   | \$ 2,500.00         | \$ 5,000.00   | \$ 3,200.00                    | \$ 6,400.00   | \$ 2,790.00                    | \$ 5,580.00   | \$ 5,280.00      | \$ 10,560.00    | \$ 3,400.00        | \$ 6,800.00     |
| 78  | 8" GATE VALVE ASSEMBLY  | 2        | EA   | \$ 3,800.00         | \$ 7,600.00   | \$ 3,550.00                    | \$ 7,100.00   | \$ 3,450.00                    | \$ 6,900.00   | \$ 5,785.00      | \$ 11,570.00    | \$ 3,890.00        | \$ 7,780.00     |
| 79  | 18" BUTTERFLY VALVE ASSEMBLY  | 1        | EA   | \$ 7,000.00         | \$ 7,000.00   | \$ 11,700.00                   | \$ 11,700.00  | \$ 8,290.00                    | \$ 8,290.00   | \$ 11,900.00     | \$ 11,900.00    | \$ 13,550.00       | \$ 13,550.00    |
| 80  | 10X6 REDUCER  | 1        | EA   | \$ 670.00           | \$ 670.00     | \$ 1,400.00                    | \$ 1,400.00   | \$ 725.00                      | \$ 725.00     | \$ 1,625.00      | \$ 1,625.00     | \$ 901.00          | \$ 901.00       |
| 81  | 12X10 CROSS   | 1        | EA   | \$ 4,600.00         | \$ 4,600.00   | \$ 4,250.00                    | \$ 4,250.00   | \$ 3,680.00                    | \$ 3,680.00   | \$ 4,800.00      | \$ 4,800.00     | \$ 3,957.00        | \$ 3,957.00     |
| 82  | 12X6 TEE  | 1        | EA   | \$ 1,200.00         | \$ 1,200.00   | \$ 1,950.00                    | \$ 1,950.00   | \$ 1,300.00                    | \$ 1,300.00   | \$ 1,985.00      | \$ 1,985.00     | \$ 1,478.00        | \$ 1,478.00     |
| 83  | 30X8 TEE  | 2        | EA   | \$ 19,000.00        | \$ 38,000.00  | \$ 27,500.00                   | \$ 55,000.00  | \$ 28,300.00                   | \$ 56,600.00  | \$ 35,168.00     | \$ 70,336.00    | \$ 32,658.00       | \$ 65,316.00    |
| 84  | 10" IRRIGATION LOOP (2220 SOUTH)  | 1        | LS   | \$ 11,000.00        | \$ 11,000.00  | \$ 9,200.00                    | \$ 9,200.00   | \$ 14,100.00                   | \$ 14,100.00  | \$ 18,800.00     | \$ 18,800.00    | \$ 7,967.00        | \$ 7,967.00     |
| 85  | 8" SEWER MAIN   | 60       | LF   | \$ 77.00            | \$ 4,620.00   | \$ 170.00                      | \$ 10,200.00  | \$ 135.00                      | \$ 8,100.00   | \$ 248.00        | \$ 14,880.00    | \$ 109.00          | \$ 6,540.00     |
| 86  | 10" SEWER MAIN  | 266      | LF   | \$ 82.00            | \$ 21,812.00  | \$ 130.00                      | \$ 34,580.00  | \$ 89.50                       | \$ 23,807.00  | \$ 253.00        | \$ 67,298.00    | \$ 127.00          | \$ 33,782.00    |
| 87  | 6" SEWER CLEANOUT   | 1        | EA   | \$ 2,900.00         | \$ 2,900.00   | \$ 1,750.00                    | \$ 1,750.00   | \$ 1,690.00                    | \$ 1,690.00   | \$ 2,500.00      | \$ 2,500.00     | \$ 1,222.00        | \$ 1,222.00     |
| 88  | 60" POLYMER SEWER MANHOLE   | 3        | EA   | \$ 20,000.00        | \$ 60,000.00  | \$ 23,500.00                   | \$ 70,500.00  | \$ 26,200.00                   | \$ 78,600.00  | \$ 35,020.00     | \$ 105,060.00   | \$ 19,765.00       | \$ 59,295.00    |
| 89  | SEWER BYPASS PUMPING  | 1        | LS   | \$ 31,000.00        | \$ 31,000.00  | \$ 33,800.00                   | \$ 33,800.00  | \$ 14,400.00                   | \$ 14,400.00  | \$ 125,000.00    | \$ 125,000.00   | \$ 92,605.00       | \$ 92,605.00    |
| 90  | JOINT UTILITY TRENCH  | 3590     | LF   | \$ 19.00            | \$ 68,210.00  | \$ 28.00                       | \$ 100,520.00 | \$ 20.00                       | \$ 71,800.00  | \$ 18.00         | \$ 64,620.00    | \$ 22.50           | \$ 80,775.00    |
| 91  | TYPE III POLYMER CONCRETE JUNCTION BOX (SPLIT-LID)  | 8        | EA   | \$ 4,000.00         | \$ 32,000.00  | \$ 4,400.00                    | \$ 35,200.00  | \$ 4,240.00                    | \$ 33,920.00  | \$ 4,600.00      | \$ 36,800.00    | \$ 5,175.00        | \$ 41,400.00    |
| 92  | RAISE/LOWER AND COLLAR VALVE BOXES  | 20       | EA   | \$ 1,000.00         | \$ 20,000.00  | \$ 610.00                      | \$ 12,200.00  | \$ 585.00                      | \$ 11,700.00  | \$ 879.00        | \$ 17,580.00    | \$ 702.00          | \$ 14,040.00    |
| 93  | RAISE/LOWER AND COLLAR MANHOLES   | 23       | EA   | \$ 1,300.00         | \$ 29,900.00  | \$ 810.00                      | \$ 18,630.00  | \$ 775.00                      | \$ 17,825.00  | \$ 1,180.00      | \$ 27,140.00    | \$ 934.00          | \$ 21,482.00    |
| 94  | PEDESTRIAN SIGNAL UPGRADES (2000 SOUTH)   | 1        | LS   | \$ 12,000.00        | \$ 12,000.00  | \$ 12,700.00                   | \$ 12,700.00  | \$ 12,200.00                   | \$ 12,200.00  | \$ 28,900.00     | \$ 28,900.00    | \$ 13,658.00       | \$ 13,658.00    |
| 95  | PEDESTRIAN SIGNAL UPGRADES (2450 SOUTH)   | 1        | LS   | \$ 15,000.00        | \$ 15,000.00  | \$ 15,600.00                   | \$ 15,600.00  | \$ 14,900.00                   | \$ 14,900.00  | \$ 32,000.00     | \$ 32,000.00    | \$ 16,688.00       | \$ 16,688.00    |
| 96  | RELOCATE SIGNAL HEAD  | 12       | EA   | \$ 2,600.00         | \$ 31,200.00  | \$ 2,750.00                    | \$ 33,000.00  | \$ 2,610.00                    | \$ 31,320.00  | \$ 3,795.00      | \$ 45,540.00    | \$ 2,925.00        | \$ 35,100.00    |
| 97  | RELOCATE MAST ARM MOUNTED SIGN  | 1        | EA   | \$ 330.00           | \$ 330.00     | \$ 290.00                      | \$ 290.00     | \$ 280.00                      | \$ 280.00     | \$ 15,000.00     | \$ 15,000.00    | \$ 312.00          | \$ 312.00       |

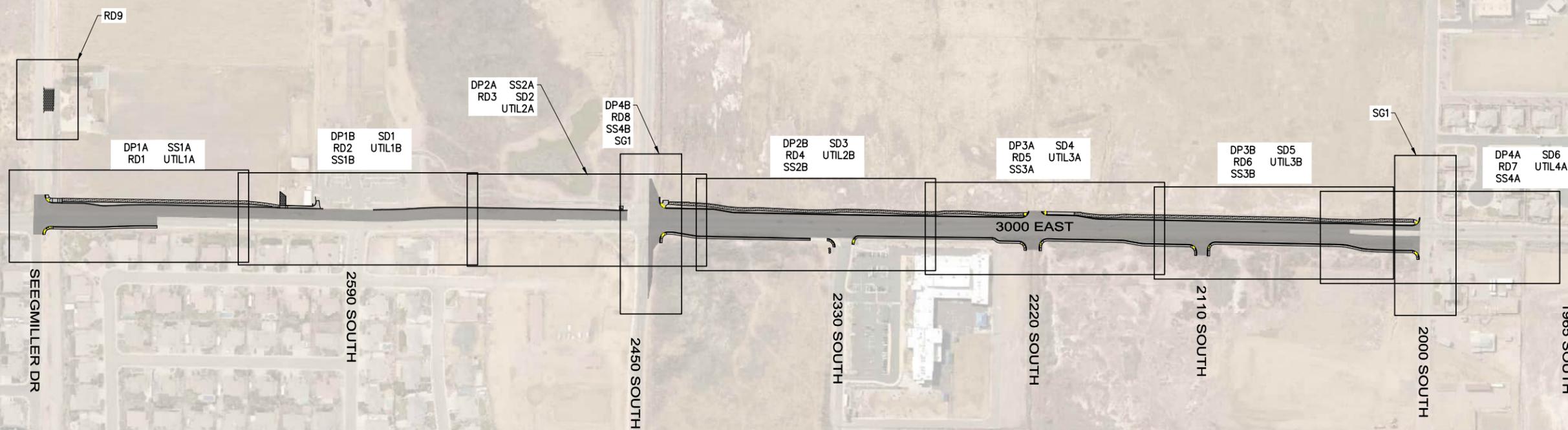
| No. | Item  | Quantity | Unit | JP Excavating, Inc. |                        | Interstate Rock Products, Inc. |                        | Whitaker Construction Co. Inc. |                        | Harward and Rees |                         | Sunroc Corporation |                         |
|-----|---|----------|------|---------------------|------------------------|--------------------------------|------------------------|--------------------------------|------------------------|------------------|-------------------------|--------------------|-------------------------|
|     |   |          |      | Unit Price          | Amount                 | Unit Price                     | Amount                 | Unit Price                     | Amount                 | Unit Price       | Amount                  | Unit Price         | Amount                  |
| 98  | 1 GALLON SHRUBS   | 657      | EA   | \$ 16.00            | \$ 10,512.00           | \$ 14.00                       | \$ 9,198.00            | \$ 13.50                       | \$ 8,869.50            | \$ 12.50         | \$ 8,212.50             | \$ 15.00           | \$ 9,855.00             |
| 99  | 5 GALLON SHRUBS   | 969      | EA   | \$ 32.00            | \$ 31,008.00           | \$ 35.00                       | \$ 33,915.00           | \$ 33.50                       | \$ 32,461.50           | \$ 30.00         | \$ 29,070.00            | \$ 37.50           | \$ 36,337.50            |
| 100 | 15 GALLON TREES   | 101      | EA   | \$ 177.00           | \$ 17,877.00           | \$ 190.00                      | \$ 19,190.00           | \$ 185.00                      | \$ 18,685.00           | \$ 231.00        | \$ 23,331.00            | \$ 206.00          | \$ 20,806.00            |
| 101 | 24" BOX TREES   | 75       | EA   | \$ 365.00           | \$ 27,375.00           | \$ 400.00                      | \$ 30,000.00           | \$ 380.00                      | \$ 28,500.00           | \$ 456.00        | \$ 34,200.00            | \$ 424.00          | \$ 31,800.00            |
| 102 | 5' - 6' DIAMETER TAN LIMESTONE BOULDERS                             | 57       | EA   | \$ 193.00           | \$ 11,001.00           | \$ 210.00                      | \$ 11,970.00           | \$ 200.00                      | \$ 11,400.00           | \$ 181.00        | \$ 10,317.00            | \$ 225.00          | \$ 12,825.00            |
| 103 | 2' - 3' DIAMETER TAN LIMESTONE BOULDERS                             | 279      | EA   | \$ 108.00           | \$ 30,132.00           | \$ 120.00                      | \$ 33,480.00           | \$ 110.00                      | \$ 30,690.00           | \$ 156.00        | \$ 43,524.00            | \$ 125.00          | \$ 34,875.00            |
| 104 | 1/4" MINUS - REBEL RED ROCK MULCH                                   | 225      | CY   | \$ 91.00            | \$ 20,475.00           | \$ 93.00                       | \$ 20,925.00           | \$ 89.00                       | \$ 20,025.00           | \$ 102.00        | \$ 22,950.00            | \$ 100.00          | \$ 22,500.00            |
| 105 | 4" - 6" COBBLE - TAN LIMESTONE                                      | 395      | CY   | \$ 75.00            | \$ 29,625.00           | \$ 81.50                       | \$ 32,192.50           | \$ 78.00                       | \$ 30,810.00           | \$ 107.00        | \$ 42,265.00            | \$ 87.50           | \$ 34,562.50            |
| 106 | 4" - 6" COBBLE - BLACK BASALT                                       | 155      | CY   | \$ 75.00            | \$ 11,625.00           | \$ 81.50                       | \$ 12,632.50           | \$ 78.00                       | \$ 12,090.00           | \$ 105.00        | \$ 16,275.00            | \$ 87.50           | \$ 13,562.50            |
| 107 | CONTRACTOR FURNISHED ORGANIC COMPOST                                | 57       | CY   | \$ 32.00            | \$ 1,824.00            | \$ 35.00                       | \$ 1,995.00            | \$ 33.50                       | \$ 1,909.50            | \$ 60.00         | \$ 3,420.00             | \$ 37.50           | \$ 2,137.50             |
| 108 | RAIN BIRD CONTROL ZONE KIT; MODEL NO. X CZ-100-PRB-COM              | 20       | EA   | \$ 430.00           | \$ 8,600.00            | \$ 450.00                      | \$ 9,000.00            | \$ 430.00                      | \$ 8,600.00            | \$ 275.00        | \$ 5,500.00             | \$ 481.00          | \$ 9,620.00             |
| 109 | TORO DECODER; MODEL NO. SB-DDC-1                                    | 20       | EA   | \$ 350.00           | \$ 7,000.00            | \$ 380.00                      | \$ 7,600.00            | \$ 370.00                      | \$ 7,400.00            | \$ 206.00        | \$ 4,120.00             | \$ 412.00          | \$ 8,240.00             |
| 110 | 1" SCH 80 PVC BALL VALVE  | 5        | EA   | \$ 27.00            | \$ 135.00              | \$ 23.50                       | \$ 117.50              | \$ 22.50                       | \$ 112.50              | \$ 82.00         | \$ 410.00               | \$ 25.00           | \$ 125.00               |
| 111 | 2" MATCO-NORCA BRASS GATE VALVE; MODEL NO. 514T SERIES              | 17       | EA   | \$ 322.00           | \$ 5,474.00            | \$ 350.00                      | \$ 5,950.00            | \$ 335.00                      | \$ 5,695.00            | \$ 219.00        | \$ 3,723.00             | \$ 375.00          | \$ 6,375.00             |
| 112 | 1" WEATHERMATIC QUICK COUPLER, PURPLE COVER; MODEL NO. 7645-QCVLNP  | 11       | EA   | \$ 322.00           | \$ 3,542.00            | \$ 350.00                      | \$ 3,850.00            | \$ 335.00                      | \$ 3,685.00            | \$ 231.00        | \$ 2,541.00             | \$ 375.00          | \$ 4,125.00             |
| 113 | 8" ROUND VALVE BOX, COLOR: TAN (CONTROLLER WIRE PULL BOXES)         | 22       | EA   | \$ 67.00            | \$ 1,474.00            | \$ 70.00                       | \$ 1,540.00            | \$ 67.00                       | \$ 1,474.00            | \$ 75.00         | \$ 1,650.00             | \$ 75.00           | \$ 1,650.00             |
| 114 | 12" ROUND VALVE BOX, COLOR: TAN (GATE VALVES & QUICK COUPLERS)      | 28       | EA   | \$ 70.00            | \$ 1,960.00            | \$ 70.00                       | \$ 1,960.00            | \$ 67.00                       | \$ 1,876.00            | \$ 100.00        | \$ 2,800.00             | \$ 75.00           | \$ 2,100.00             |
| 115 | 14"X 19" RETANGULAR VALVE BOX, COLOR TAN                            | 20       | EA   | \$ 70.00            | \$ 1,400.00            | \$ 70.00                       | \$ 1,400.00            | \$ 67.00                       | \$ 1,340.00            | \$ 132.00        | \$ 2,640.00             | \$ 75.00           | \$ 1,500.00             |
| 116 | DETECTABLE WARNING TAPE, PURPLE                                     | 4800     | LF   | \$ 0.17             | \$ 816.00              | \$ 0.29                        | \$ 1,392.00            | \$ 0.30                        | \$ 1,440.00            | \$ 0.25          | \$ 1,200.00             | \$ 0.31            | \$ 1,488.00             |
| 117 | 14 U.F. DIRECT BURIAL SOLID CORE TRACE WIRE, PURPLE INSULATION      | 4800     | LF   | \$ 0.64             | \$ 3,072.00            | \$ 0.58                        | \$ 2,784.00            | \$ 0.55                        | \$ 2,640.00            | \$ 0.70          | \$ 3,360.00             | \$ 0.62            | \$ 2,976.00             |
| 118 | IRRIGATION CONTROLLER WIRE - 14 U.F. TWO-WIRE BLUE MAXI WIRE        | 4150     | LF   | \$ 1.00             | \$ 4,150.00            | \$ 1.10                        | \$ 4,565.00            | \$ 1.10                        | \$ 4,565.00            | \$ 1.20          | \$ 4,980.00             | \$ 1.18            | \$ 4,897.00             |
| 119 | 1" SCH 40 PVC CONDUIT & FITTINGS, GRAY                              | 3650     | LF   | \$ 2.14             | \$ 7,811.00            | \$ 2.15                        | \$ 7,847.50            | \$ 2.10                        | \$ 7,665.00            | \$ 4.25          | \$ 15,512.50            | \$ 2.30            | \$ 8,395.00             |
| 120 | 2" SCH 40 PVC MAINLINE - PURPLE PIPE                                | 4800     | LF   | \$ 4.28             | \$ 20,544.00           | \$ 4.65                        | \$ 22,320.00           | \$ 4.50                        | \$ 21,600.00           | \$ 10.75         | \$ 51,600.00            | \$ 5.00            | \$ 24,000.00            |
| 121 | 4" SCH 40 PVC SLEEVES   | 1700     | LF   | \$ 12.85            | \$ 21,845.00           | \$ 14.00                       | \$ 23,800.00           | \$ 13.50                       | \$ 22,950.00           | \$ 15.00         | \$ 25,500.00            | \$ 15.00           | \$ 25,500.00            |
| 122 | TORO 1" LAVENDER STRIPE POLYETHYLENE HOSE; MODEL NO. T-EHW2667-066A | 11780    | LF   | \$ 1.10             | \$ 12,958.00           | \$ 0.99                        | \$ 11,662.20           | \$ 0.95                        | \$ 11,191.00           | \$ 1.50          | \$ 17,670.00            | \$ 1.05            | \$ 12,369.00            |
| 123 | TORO 5/8" DRIP IN PC BROWN DRIPLINE; MODEL NO. T-PCB1810-12         | 5280     | LF   | \$ 0.45             | \$ 2,376.00            | \$ 0.47                        | \$ 2,481.60            | \$ 0.45                        | \$ 2,376.00            | \$ 1.05          | \$ 5,544.00             | \$ 0.50            | \$ 2,640.00             |
| 124 | RAIN BIRD 1/4" DISTRIBUTION TUBING; MODEL NO. PT-025                | 9100     | LF   | \$ 0.25             | \$ 2,275.00            | \$ 0.17                        | \$ 1,547.00            | \$ 0.15                        | \$ 1,365.00            | \$ 0.35          | \$ 3,185.00             | \$ 0.20            | \$ 1,820.00             |
| 125 | RAIN BIRD 2.0 GPH SINGLE OUTLET EMITTER, MODEL NO. XB-20PC (RED)    | 2600     | EA   | \$ 0.48             | \$ 1,248.00            | \$ 0.52                        | \$ 1,352.00            | \$ 0.50                        | \$ 1,300.00            | \$ 0.32          | \$ 832.00               | \$ 0.55            | \$ 1,430.00             |
| 126 | RAIN BIRD 1/4" TUBING STAKE WITH CAP, MODEL NO. TS-025 W/CAP        | 2600     | EA   | \$ 0.27             | \$ 702.00              | \$ 0.29                        | \$ 754.00              | \$ 0.30                        | \$ 780.00              | \$ 0.32          | \$ 832.00               | \$ 0.35            | \$ 910.00               |
|     |   |          |      | <b>TOTAL</b>        | <b>\$ 6,847,031.75</b> | <b>TOTAL</b>                   | <b>\$ 6,961,817.05</b> | <b>TOTAL</b>                   | <b>\$ 8,486,978.50</b> | <b>TOTAL</b>     | <b>\$ 10,924,264.00</b> | <b>TOTAL</b>       | <b>\$ 11,158,181.95</b> |



Taylor C. Torgersen, P.E.

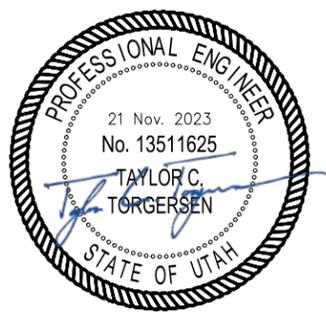


SCALE  
0 200' 400'



P:\St. George City\07048 & 08356 3000 East Design (P1-P3)\Dwg\Sheets or Plan Set(s)\SeegDr to 2000S\GENERAL SHEETS.dwg Nov. 21, 2023 12:52pm jacobson

STORM DRAIN VIEWPORT LAYOUT SHOWN ON THIS SHEET IS APPROXIMATE. EXACT LAYOUT IN SD1-SD6 MAY DIFFER TO BETTER MATCH STORM DRAIN ALIGNMENT.



**St. George** **SUNRISE ENGINEERING**  
 11 NORTH 300 WEST  
 WASHINGTON, UT 84780  
 TEL 435.652.8450 | sunrise-eng.com

CITY OF ST. GEORGE  
3000 E WIDENING/DRAINAGE (SEEG. DR TO 2000S)

|         |          |         |         |           |
|---------|----------|---------|---------|-----------|
| SEI NO. | DESIGNED | DRAWN   | CHECKED | SHEET NO. |
| 08356   | TCT/BMD  | TCT/BMD | DEM     | 7 of 66   |

G7

P:\St. George City\07048 & 08356 3000 East Design (P1-P3)\Dwg\Sheets or Plan Set(s)\SeegDr to 2000S\STRIPING SHEETS.dwg Nov. 21, 2023 12:57pm jjacobson



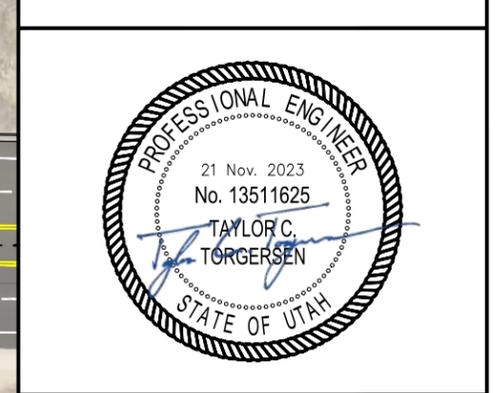
- GENERAL NOTES**
- COLOR, TYPE, SIZE, LAYOUT, MATERIALS, INSTALLATION, ETC. FOR ALL SIGNS AND PAVEMENT MARKINGS OR MESSAGES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. IN CASES WHERE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) STANDARDS TAKE PRECEDENCE, UDOT STANDARDS SHOULD BE FOLLOWED.
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**STRIPING LEGEND**

|       |  |
|-------|--|
| 4SW   | 4" SOLID WHITE LINE  |
| 4BW40 | 4" BROKEN WHITE LINE W/ 10' LINE SEGMENT & 30' GAP           |
| 4BY   | 4" BROKEN YELLOW LINE W/ 10' LINE SEGMENT & 30' GAP          |
| 4DY   | 4" SOLID DOUBLE YELLOW LINE W/ 4" SEPARATION                 |
| 4SBYM | 4" DOUBLE YELLOW LINE, ONE SOLID, ONE SKIP, W/ 4" SEPARATION |
| 12SW  | 12" SOLID WHITE STOP LINE                                    |
| 8SW   | 8" SOLID WHITE LINE  |
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**PAVEMENT MESSAGES LEGEND**

|  |                          |
|--|--------------------------|
|  | RIGHT TURN ARROW (WHITE) |
|  | LEFT TURN ARROW (WHITE)  |
|  | BIKE LANE SYMBOL (WHITE) |
|  | "SCHOOL" MESSAGE (WHITE) |



**SUNRISE ENGINEERING**  
 11 NORTH 300 WEST  
 WASHINGTON, UT 84780  
 TEL 435.652.8450 | sunrise-eng.com

CITY OF ST. GEORGE  
 3000 E WIDENING/DRAINAGE (SEEG. DR TO 2000S)  
 SIGNING & STRIPING

|         |          |         |         |           |
|---------|----------|---------|---------|-----------|
| SEI NO. | DESIGNED | DRAWN   | CHECKED | SHEET NO. |
| 08356   | TCT/BMD  | TCT/BMD | DEM     | 24 of 66  |

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NOVEMBER 2023

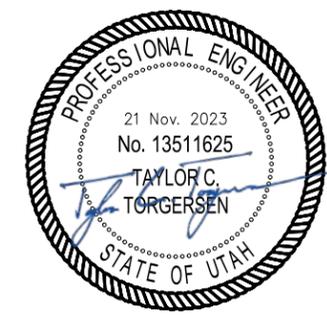
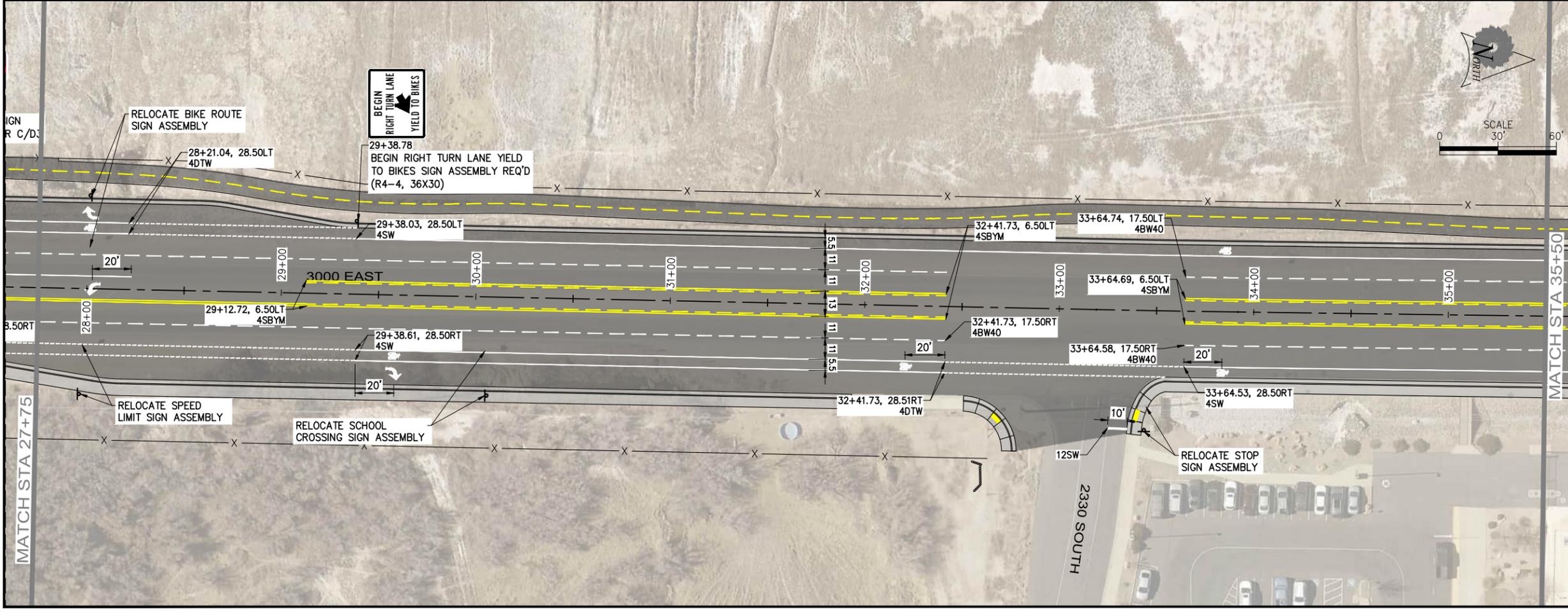
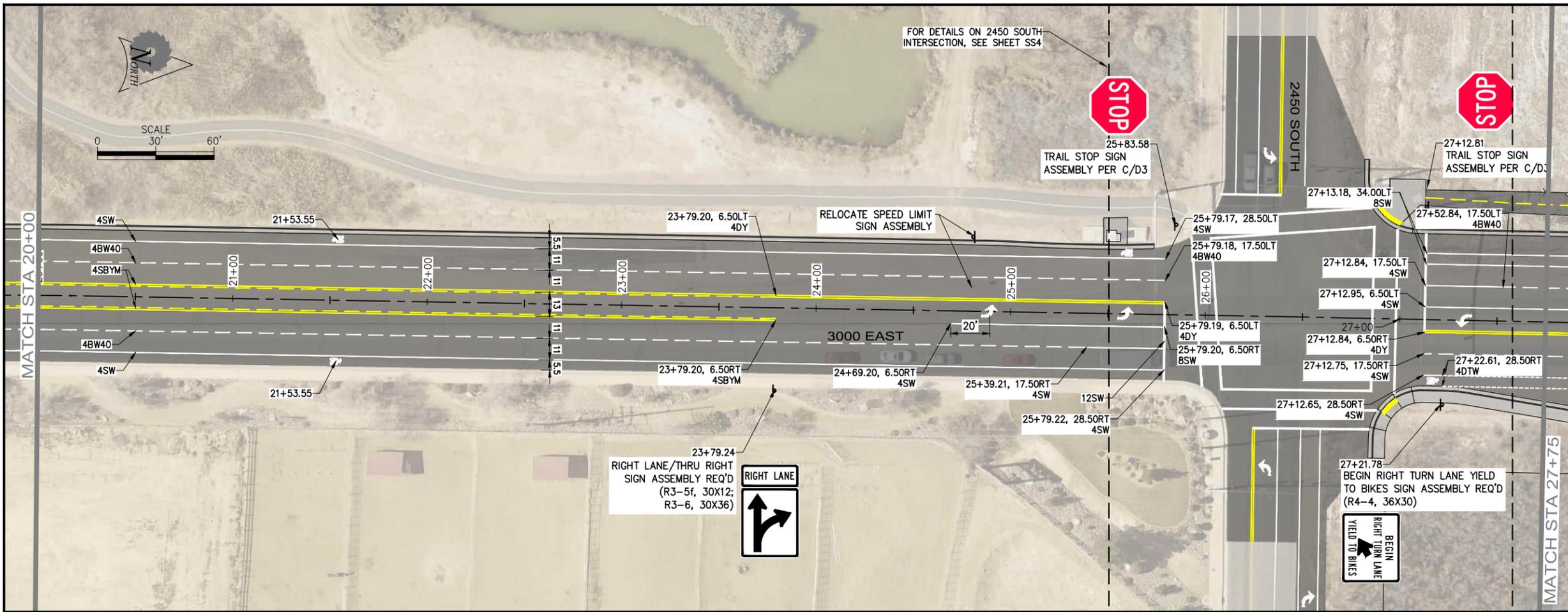
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**St. George**

CITY OF ST. GEORGE  
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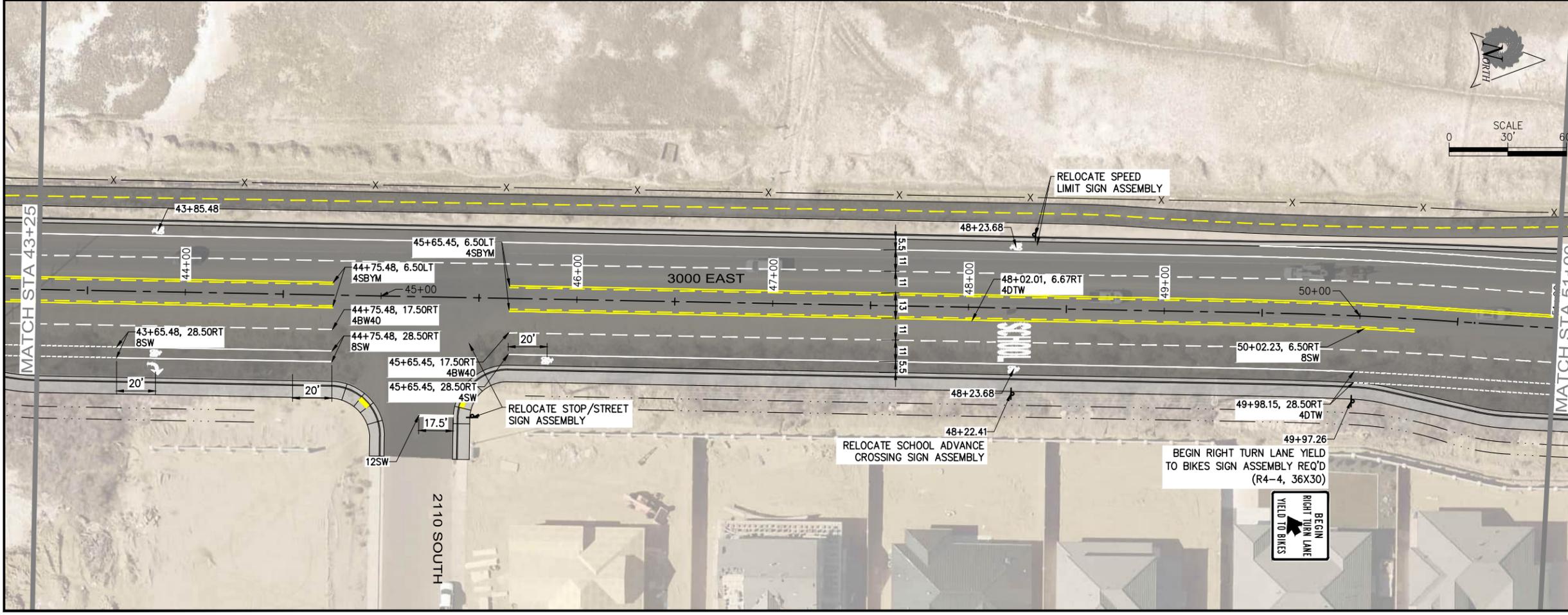
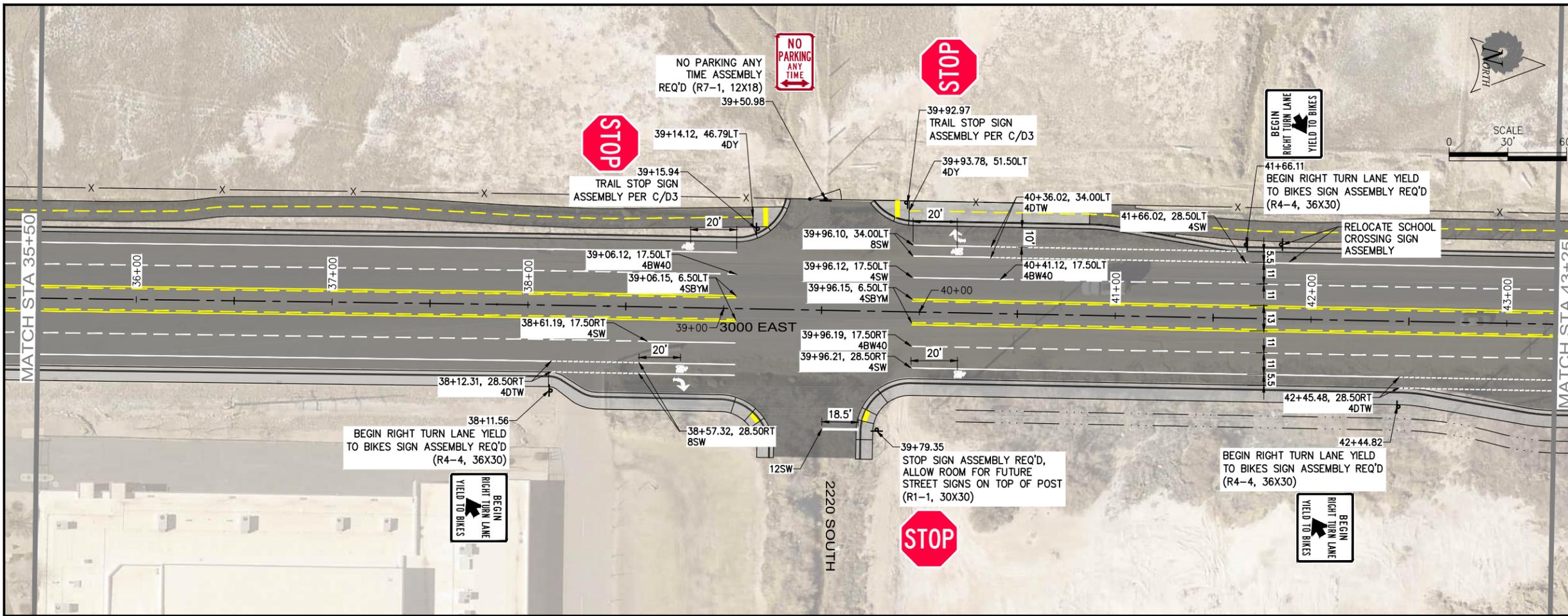
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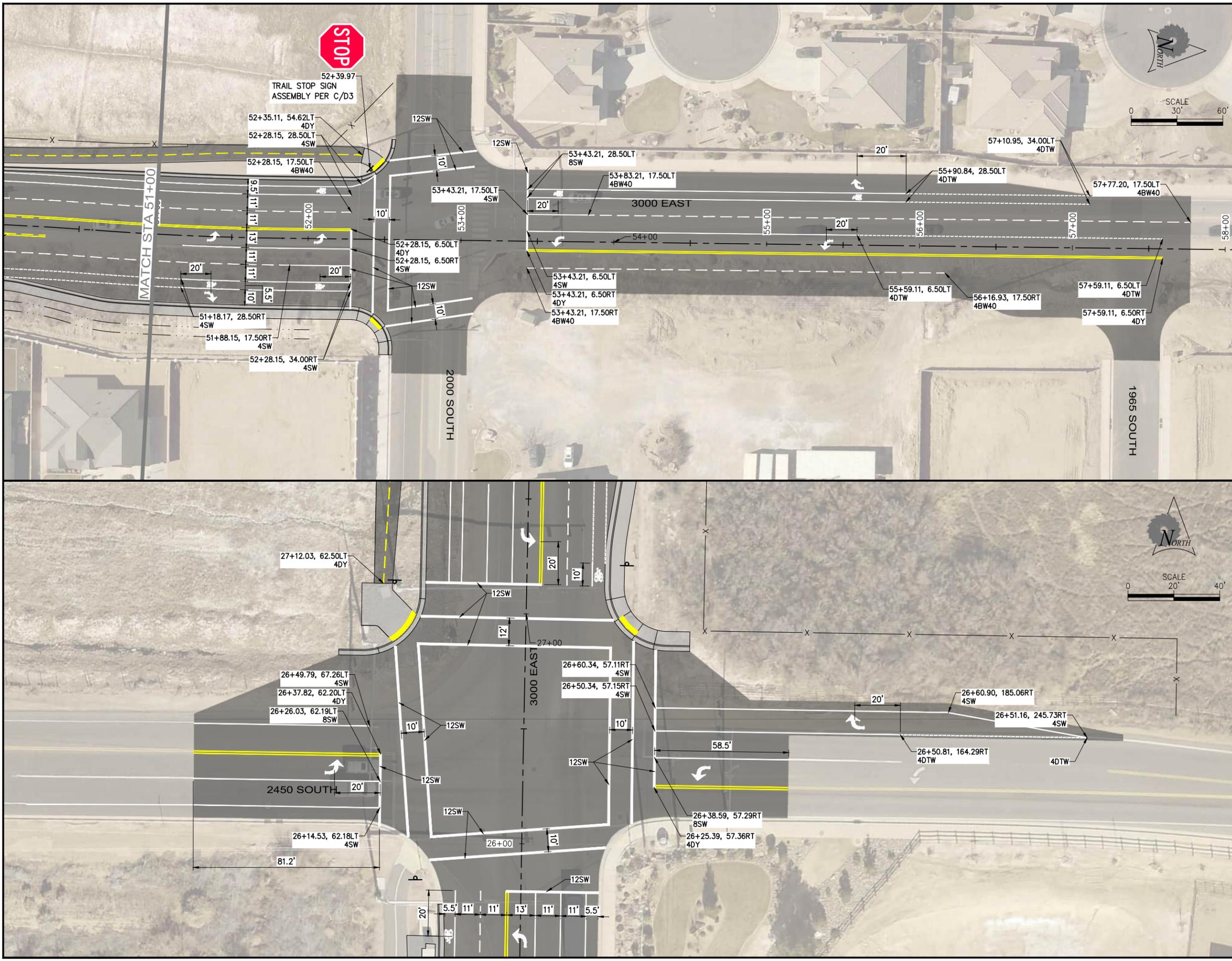
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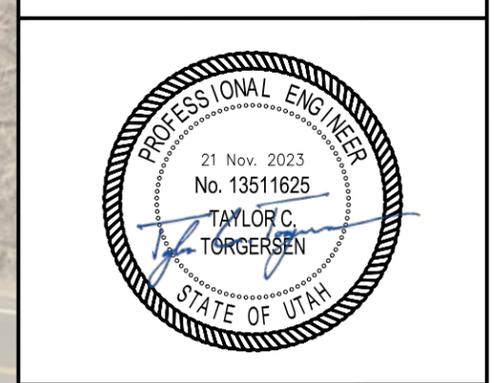
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SS4

NOVEMBER 2023



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 3d

**Subject:**

Consider approval of a Professional Services Agreement with Sunrise Engineering for the construction management of 3000 East improvements.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

3000 East

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

Sunrise Engineering has provided design and construction management services for the current and previous phase of 3000 East with excellent results.

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

This contract includes construction management services for improvements along 3000 East from 2000 South to Seegmiller Drive.

**Name of Legal Dept approver:** Daniel Gibson

**Budget Impact:**

Cost for the agenda item: \$135,400

Amount approved in current FY budget for item: \$135,400

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

N/A

Description of funding source:

City budgeted funds

**Recommendation (Include any conditions):**

Approval



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 3e

**Subject:**

Consider approval of a Reimbursement Agreement with Rondell, LLC for Off-Site Water Infrastructure.

**Item at-a-glance:**

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Approx 900 North 980 East

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

Rondell, LLC is developing an industrial subdivision in the northwest corner of the old St. George Industrial Park. Due to the elevations of their property, and adjacent properties, some off-site water infrastructure needs to be installed to provide adequate pressure and fire flow to their site. The off-site improvements will not only benefit their development, but will benefit adjacent developed properties that currently have insufficient pressure and fire flow. The total cost of the off-site water infrastructure improvements is \$381,989.69. The City would reimburse the developer in the amount of \$153,467.97. This portion of the total cost is attributed to an existing deficiency in the water distribution system.

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

The City's portion of the off-site water infrastructure improvements is attributed to an existing deficiency in the water distribution system and will provide adequate pressure and fire flow to the existing portion of the area that are located at higher elevations, where the water pressure is lower than desired.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:**

Cost for the agenda item: \$153,467.97

Amount approved in current FY budget for item: Part of developer matching funds

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

Funding for this item will come from capital projects that were anticipated to be completed this fiscal year, but have not yet been completed.

Description of funding source:

Funding ultimately will come from user rates

**Recommendation (Include any conditions):**

Staff recommends approval of the reimbursement agreement.



**CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT  
FOR OFF-SITE WATER INFRASTRUCTURE WITH RONDELL, LLC**  
*(Developer Construct-City Reimburse Developer)*

THIS AGREEMENT is entered into this \_\_\_\_\_ by and between the City of St. George, a Utah municipal corporation, (“CITY”), and Rondell, a LLC, (“Developer”). City and Developer are herein collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, Developer owns property at approximately 900 North 980 East, St. George, Utah (the “Property”); and

WHEREAS, Developer desires to subdivide and develop said property into an industrial subdivision, knowns the Rock Garden subdivision; and

WHEREAS, due to the location and elevation of the property, significant off-site water infrastructure improvemens are required to provide adequate flow and pressure for fire suppression of the developed property; and

WHEREAS, the required off-site water infrasturcure improvements will benefit existing and future proeptries that are adjacent to the Rock Gardens Subdivision by improving water flow and pressure necessary for adequate fire suppression ; and

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

**AGREEMENT**

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT.** The Project consists of the construction of approximately 1,475 lineal feet (L.F.) of 12-inch diamter PVC waterline with all associated appurtenances. Proejct includes the removal and replacement of approximately 550 L.F. of existing 8-inch waterline with 12-inch diameter PVC waterline, with all associated appurtenances and surface improvements, including the replacement of existing asphalt surfaces. The engineer's plan and profile

design of the offsite water improvements are attached to this Agreement and identified as "Exhibit A". All construction drawings for the off-site water improvements shall be included in the Rock Garden Subdivision Construction Drawings and be approved by the City and the Joint Utility Commission (JUC). Developer is required to obtain all municipal utility easements necessary to construct all off-site water improvements required by the Rock Garden development. The total cost of the off-site water improvements, including easement acquisition, is \$381,898.69, as identified by Developer. Of the total cost, the City agrees to reimburse Developer in the amount of \$153,467.97.

2. **REIMBURSEMENT**. Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of \$153,467.97. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.
3. **REPRESENTATIVES**. The representative for the City for this Project will be Scott Taylor. The representative for Developer will be Taylor Stout.
4. **EXHIBITS**. All exhibits attached hereto are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS**. All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS**. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.
7. **INTEGRATION**. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.
8. **RESERVED LEGISLATIVE POWERS**. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation,

environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.
10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, 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.
12. **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.
13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with

this agreement shall be mailed to the following:

|            |  |            |   |
|------------|--|------------|---|
| CITY:      | City of St. George<br>175 East 200 North<br>St. George, Utah 84770 | OWNER:     | Rondell, LLC<br>993 Red Rock Rd<br>St. George, UT 84770 |
| Attention: | Scott Taylor   | Attention: | Taylor Stout  |

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

14. **SUCCESSORS AND ASSIGNS.** Developer 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.
15. **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.
16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **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.
18. **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.
19. **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.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

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

CITY: CITY OF ST. GEORGE

OWNER: Rondell, LLC

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Taylor Stout, Manager

Attest:

Approved as to form:  
City Attorney's Office

\_\_\_\_\_  
Christina Fernandez, City Recorder

\_\_\_\_\_

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**ST. GEORGE CITY COUNCIL MINUTES  
SPECIAL MEETING  
DECEMBER 6, 2023 12:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

**Mayor Michele Randall**  
**Councilmember Jimmie Hughes – arrived at 12:08 p.m.**  
**Councilmember Dannielle Larkin**  
**Councilmember Gregg McArthur**  
**Councilmember Natalie Larsen**

**EXCUSED:**

**Councilmember Michelle Tanner**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis**  
**City Attorney Tani Downing**  
**City Recorder Christina Fernandez**

**CALL TO ORDER, INVOCATION, AND FLAG SALUTE:**

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Public Works Director Cameron Cutler 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](#)

**SIT AS BOARD OF CANVASSERS:**

Link to motion: [00:02:00](#)

**MOTION:**

A motion was made by Councilmember Larkin to sit as the Board of Canvassers for the purpose of canvassing the returns of the special bond election and Municipal General Election.

**SECOND:**

The motion was seconded by Councilmember Larsen.

**VOTE:**

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

**CANVASS OF THE 2023 MUNICIPAL GENERAL ELECTION:**

BACKGROUND and RECOMMENDATION: Pursuant to §20a-4-301, Utah Code Annotated, the Mayor and City Council are the Board of Municipal Canvassers for the City of St. George. The Board of Municipal Canvassers shall meet to canvass the returns for the municipal general election, at the usual place of their meeting no sooner than 7 days after the election and no later than 14 days after the election.

5 Link to presentation from City Recorder Christina Fernandez, including discussion  
6 between the City Council, Mayor Randall, and Ms. Fernandez and comments from the  
7 City Council: [00:02:25](#)  
8

9 **The results of the election are as follows:**

|    |   |        |
|----|---|--------|
| 10 | Number of active registered voters:                 | 51,755 |
| 11 |   |        |
| 12 | Number of ballots returned and counted:             | 22,923 |
| 13 |   |        |
| 14 | Total persons challenged (Ballots not counted):     | 1,567  |
| 15 |   |        |
| 16 | Total persons who were issued a provisional ballot: | 16     |
| 17 |   |        |
| 18 | Number of provisional ballots not counted:          | 4      |
| 19 |   |        |
| 20 |   |        |

21 **City Council Race:**

22 Total votes cast for each candidate:

|    |                   |        |
|----|-------------------|--------|
| 23 |                   |        |
| 24 | Jimmie B. Hughes: | 12,006 |
| 25 | Steve Kemp:       | 12,334 |
| 26 | Dannielle Larkin: | 11,058 |
| 27 | Brad Bennett:     | 10,135 |
| 28 | Paula Smith:      | 10,105 |
| 29 |                   |        |

30 Total votes cast: 55,638

31

32 Overvotes: 39

33 Undervotes: 13,092

34

35 Contest totals 68,769

36

37 **Special Bond Election:**

38 Total votes cast in favor of issuing the  
39 \$29,000,000 General Obligation Bond: 13,419

40

41 Total votes cast against issuing the  
42 \$29,000,000 General Obligation Bond: 7,822

43

44 Total votes cast: 21,241

45

46 Overvotes: 9

47 Undervotes: 1,673

48

49 Contest totals 22,923

50

51 [Agenda packet \[Page 2\]](#)

52

53 Link to motion: [00:06:35](#)

4  
5 **MOTION:**

6 A motion was made by Councilmember Larsen to certify the election and  
7 bond.

8 **SECOND:**

9 The motion was seconded by Councilmember Larkin.

10 **VOTE:**

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

12  
13 Councilmember Hughes – aye  
14 Councilmember McArthur – aye  
15 Councilmember Larkin – aye  
16 Councilmember Larsen – aye  
17

18 The vote was unanimous and the motion carried.

19  
20 Link to comments from City Attorney Tani Downing: [00:07:20](#)

21  
22 **ADJOURN:**

23 Link to motion: [00:07:58](#)

24  
25 **MOTION:**

26 A motion was made by Councilmember McArthur to adjourn.

27 **SECOND:**

28 The motion was seconded by Councilmember Larkin.

29 **VOTE:**

30 Mayor Randall called for a vote, as follows:

31  
32 Councilmember Hughes – aye  
33 Councilmember McArthur – aye  
34 Councilmember Larkin – aye  
35 Councilmember Larsen – aye  
36

37 The vote was unanimous and the motion carried.  
38  
39  
40  
41



5 Link to Mayor Randall reading a statement regarding the passing of Doug Alder and  
6 his contributions to the City: [00:19:13](#)  
7

8 **COMMENTS FROM THE PUBLIC:**

9 Link to introduction from Mayor Randall: [00:21:20](#)

10  
11 Link to comments from resident Jeff Einbender: [00:21:49](#)  
12

13 Link to comments from resident Steve Weidner: [00:25:55](#)  
14

15 **Consent Calendar:**

16 **a. Consider approval of purchasing three (3) pavilions via state contract**  
17 **with Sonntag Recreation for JC Snow Park.**  
18

19 BACKGROUND and RECOMMENDATION: This purchase is to replace the three (3)  
20 existing pavilions at JC Snow Park. The existing pavilions were built in the late  
21 '70s about 45 years ago. They are deteriorating and becoming a safety hazard.  
22 The replacement pavilions are roughly the same size as the existing pavilions.  
23 The larger replacement pavilion next to the playground is 30'x60' and the two  
24 other replacement pavilions are 30'x45'. The replacement pavilions style will be  
25 2 tiers, 6:12 roof pitch, 8' eve height, and standing seam metal roof. This is the  
26 same style as the new pavilion on the southwest corner of Vernon Worthen Park.  
27 Staff recommends purchasing the pavilions from Sonntag Recreation in the  
28 amount of \$302,918.82.  
29

30 **b. Consider approval of a Professional Services Agreement Change Order**  
31 **for Alliance Engineering for the Bloomington Hills Irrigation Tank and**  
32 **1450 South Irrigation Line Extensions.**  
33

34 BACKGROUND and RECOMMENDATION: Alliance Engineering is providing Design  
35 and Construction Engineering Services for the Bloomington Hills Irrigation Tank  
36 and 1450 South Irrigation Line Extensions. The project was originally bid in 2022  
37 and was over budget. The Engineer made some changes to the project to bring  
38 the costs down and the project was rebid this year and is under construction  
39 now. This change order includes additional funds for the redesign and rebid of  
40 the project in addition to funding to change the project from a 4-month schedule  
41 to a 9-month schedule. While the extended schedule added cost to the  
42 Engineering for the project it brought down construction costs. Staff  
43 recommends approval of the change order in the amount of \$104,615.  
44

45 **c. Consider approval of the minutes from the meetings held on November**  
46 **9, 2023; November 16, 2023; and November 21, 2023.**  
47

48 [Agenda Packet \[Page 15\]](#)  
49

50 Link to presentation from Mayor Randall: [00:28:20](#)  
51

52 Link to motion: [00:28:42](#)  
53

5 **MOTION:**

6 A motion was made by Councilmember Larkin to approve the consent  
7 calendar as presented.

8 **SECOND:**

9 The motion was seconded by Councilmember Hughes.

10 **VOTE:**

11 Mayor Randall called for a vote, as follows:

12  
13 Councilmember Hughes – aye  
14 Councilmember Larkin – aye  
15 Councilmember Larsen – aye  
16

17 The vote was unanimous and the motion carried.  
18

19 **PUBLIC HEARING/VACATE UTILITY EASEMENT/ORDINANCE:**

20 **Public hearing and consideration of Ordinance No. 2023-040 to vacate a**  
21 **portion of a municipal utility easement located in common area around Lot**  
22 **3, Avenidas at Hidden Valley.**  
23

24 BACKGROUND and RECOMMENDATION: The final plat for Avenidas at Hidden Valley  
25 was approved by the City of St. George Land Use Authority on the 21st day of March,  
26 2023. Recorded on the 24th day of March, 2023 as Doc. No. 20230007971. The  
27 Joint Utilities Commission recommended approval.  
28

29 Link to presentation from Public Works Director Cameron Cutler: [00:29:08](#)

30 [Agenda Packet \[Page 38\]](#)  
31

32 Link to public hearing, no comments were given: [00:30:31](#)  
33

34 Link to discussion between the City Council and Mr. Cutler: [00:30:50](#)  
35

36 Link to motion: [00:31:12](#)  
37  
38

39 **MOTION:**

40 A motion was made by Councilmember Hughes to approve Ordinance No.  
41 2023-040 to vacate a portion of a municipal utility easement located in  
42 common area around Lot 3, Avenidas at Hidden Valley.

43 **SECOND:**

44 The motion was seconded by Councilmember Larsen.

45 **VOTE:**

46 Mayor Randall called for a roll call vote, as follows:  
47

48 Councilmember Hughes – aye  
49 Councilmember Larkin – aye  
50 Councilmember Larsen – aye  
51

52 The vote was unanimous and the motion carried.  
53

5 **AMEND CITY CODE/ORDINANCE:**

6 **Consider approval of Ordinance No. 2023-041 amending Title 8, Chapter 6,**  
7 **Section 2 and Section 3, Stormwater Services of the City Code to clarify and**  
8 **adjust the Equivalent Residential Unit (ERU) calculation.**  
9

10 BACKGROUND and RECOMMENDATION: The Stormwater Services ordinance (Title 8,  
11 Chapter 6) defines an ERU (Equivalent Residential Unit) of 2,000 square feet of  
12 impervious surface and explains associated calculation for determining drainage  
13 utility fees for commercial properties. The current adopted fee in the budget adjusted  
14 the ERU to 3,000 square feet, which reduces the drainage fee for commercial  
15 property. This ordinance updates the ERU definition to 3,000 square feet.  
16

17 Link to presentation from Public Works Director Cameron Cutler: [00:31:44](#)

18 [Agenda Packet \[Page 47\]](#)

19 Link to motion: [00:33:06](#)  
20  
21

22 **MOTION:**

23 A motion was made by Councilmember Hughes to approve Ordinance No.  
24 2023-041 amending Title 8, Chapter 6, Section 2 and Section 3, Stormwater  
25 Services of the City Code to clarify and adjust the Equivalent Residential Unit  
26 (ERU) calculation.  
27

28 **SECOND:**

29 The motion was seconded by Councilmember Larsen.

30 **VOTE:**

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

32  
33 Councilmember Hughes – aye  
34 Councilmember Larkin – aye  
35 Councilmember Larsen – aye  
36

37 The vote was unanimous and the motion carried.  
38

39 **PD AMENDMENT/ORDINANCE:**

40 **Consider approval of Ordinance No. 2023-042 amending an approved PD-C**  
41 **(Planned Development Commercial) and adopting a development agreement**  
42 **on approximately 2.23 acres, located at 1685 East Red Hills Parkway for the**  
43 **purpose of adding a 6,900-square foot addition to an existing commercial**  
44 **business for a project to be known as Factory Powersports. Case No. 2023-**  
45 **PDA-019**  
46

47 BACKGROUND and RECOMMENDATION: On August 6, 2020, Factory Powersports  
48 successfully changed their zoning from C-2 (Highway Commercial) and RE-12.5  
49 (Residential Estates 12,500 sq. ft. minimum lot size) to PD-C designation in  
50 preparation for this addition. The new addition will be approximately 6,900 square  
51 feet. It will be built on the west side of the existing building. On September 26,  
52 2023, the Planning Commission held a public hearing on this item. At that time a  
53 discussion ensued concerning the property to the west that the applicant owns and

5 would be developing in the future. A development agreement would be needed for  
6 the development of that property and this property; therefore, the item was  
7 continued. On November 14, 2023, this item along with a development agreement  
8 was brought before the Planning Commission at a public hearing where the Planning  
9 Commission recommended approval.

10  
11 Link to introduction from Mayor Randall and presentation from Community  
12 Development Director Carol Winner, including discussion between the City Council,  
13 applicant Russ Key, Public Works Director Cameron Cutler, and Ms. Winner:  
14 [00:33:42](#)

15  
16 [Agenda Packet \[Page 50\]](#)

17  
18 Link to motion: [00:47:25](#)

19  
20 **MOTION:**

21 A motion was made by Councilmember Larsen to approve Ordinance No.  
22 2023-042 amending an approved PD-C (Planned Development Commercial)  
23 and adopting a development agreement on approximately 2.23 acres, located  
24 at 1685 East Red Hills Parkway for the purpose of adding a 6,900-square foot  
25 addition to an existing commercial business for a project to be known as  
26 Factory Powersports.

27 **SECOND:**

28 The motion was seconded by Councilmember Larkin.

29 **VOTE:**

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

31  
32 Councilmember Hughes – aye  
33 Councilmember Larkin – aye  
34 Councilmember Larsen – aye  
35

36 The vote was unanimous and the motion carried.

37  
38 Link to comments from Councilmember Larsen: [00:48:07](#)

39  
40 **PD AMENDMENT/ORDINANCE:**

41 **Consider approval of Ordinance No. 2023-043 amending an approved PD-C**  
42 **(Planned Development Commercial) on approximately 18 acres, generally**  
43 **located on the southeast corner of River Road and George Washington**  
44 **Boulevard for the purpose of amending the elevations on five of the**  
45 **previously approved buildings and approving six of the building elevations**  
46 **not previously approved and approving a legislative exception for a removal**  
47 **of a wall on the south end of the site, for a project known as River Crossing,**  
48 **with conditions from the Planning Commission.**

49  
50 BACKGROUND and RECOMMENDATION: In 2016, The Boulder Creek Commons PD  
51 was established with a general layout of the property and a use list. In 2021, the  
52 name of this development name was changed to River Crossing and a revised  
53 conceptual site plan was approved for phase one. Phase two followed in 2022. With

5 approval of both phases, the general layout and some building elevations of the site  
6 were approved. The applicant is proposing revisions of some building elevations and  
7 approval of the elevations not yet approved. At their meeting held on November 14,  
8 2023, the Planning Commission held a public hearing and recommended approval  
9 with conditions.

10  
11 Link to presentation from Planner Dan Boles, including discussion between the City  
12 Council and Mr. Boles: [00:48:32](#)

13  
14 [Agenda Packet \[Page 119\]](#)

15  
16 Link to motion: [00:55:09](#)  
17

18 **MOTION:**

19 A motion was made by Councilmember Larkin to approve Ordinance No.  
20 2023-043 amending an approved PD-C (Planned Development Commercial)  
21 on approximately 18 acres, generally located on the southeast corner of River  
22 Road and George Washington Boulevard for the purpose of amending the  
23 elevations on five of the previously approved buildings and approving six of  
24 the building elevations not previously approved and approving a legislative  
25 exception for a removal of a wall on the south end of the site, for a project  
26 known as River Crossing, with conditions from the Planning Commission.

27 **SECOND:**

28 The motion was seconded by Councilmember Larsen.

29 **VOTE:**

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

31  
32 Councilmember Hughes – aye  
33 Councilmember Larkin – aye  
34 Councilmember Larsen – aye  
35

36 The vote was unanimous and the motion carried.  
37

38 **HILLSIDE DEVELOPMENT PERMITS/PRELIMINARY PLAT:**

39 **Consider approval of a Hillside Development Permit to make modifications**  
40 **to the ridgeline along the southeast slope of the Tech Ridge Development.**  
41 **Case No. 2023-HS-002**  
42

43 BACKGROUND and RECOMMENDATION: This is a request to obtain a hillside  
44 development permit to perform work along the hillside located on the southeast  
45 portion of the Tech Ridge development, adjacent to the proposed southeast access  
46 road that leads from 250 West Street to the Tech Ridge development. On January 1,  
47 2023 and November 1, 2023, the Hillside Review Board held a public meeting for this  
48 request. At their meeting held on November 14, 2023, the Planning Commission held  
49 a public meeting and recommended approval.

50  
51 [Agenda Packet \[Page 161\]](#)  
52

53 **AND**

5 **Consider approval of a Hillside Development Permit to construct the**  
6 **southeast access road from 250 West Street to the Tech Ridge**  
7 **Development. Case No. 2023-HS-003**  
8

9 BACKGROUND and RECOMMENDATION: Part of the required improvements for the  
10 Tech Ridge Development is to put in a southeast access road. This hillside  
11 development permit is for the future construction of this road from 250 West Street  
12 to the Tech Ridge development. On January 1, 2023, and on November 1, 2023, the  
13 Hillside Review Board held a public meeting regarding this case. At their meeting  
14 held on November 14, 2023, the Planning Commission held a public meeting and  
15 recommended approval.  
16

17 Link to presentation from Community Development Director Carol Winner, including  
18 discussion between the City Council, Public Works Director Cameron Cutler, Craig  
19 Coats with Alliance Consulting, Isaac Barlow with Tech Ridge, and Mr. Boles:

20 [00:56:10](#)  
21

22 [Agenda Packet \[Page 185\]](#)  
23  
24

25 Link to motion: [01:12:46](#)  
26

27 **MOTION:**

28 A motion was made by Councilmember Hughes to approve the Hillside  
29 Development Permit to make modifications to the ridgeline along the  
30 southeast slope of the Tech Ridge Development with the recommendations  
31 from the Hillside Preservation Committee making sure to match what was  
32 done on Cloud Drive.

33 **SECOND:**

34 The motion was seconded by Councilmember Larkin.

35 **VOTE:**

36 Mayor Randall called for a vote, as follows:  
37

38 Councilmember Hughes – aye

39 Councilmember Larkin – aye

40 Councilmember Larsen – aye  
41

42 The vote was unanimous and the motion carried.  
43

44 Link to motion: [01:13:45](#)  
45

46 **MOTION:**

47 A motion was made by Councilmember Hughes to approve the Hillside  
48 Development Permit to construct the southeast access road from 250 West  
49 Street to the Tech Ridge Development, with the conditions from the Planning  
50 Commission regarding coloring, including the bridge and signs.

51 **SECOND:**

52 The motion was seconded by Councilmember Larsen.  
53

4  
5 **VOTE:**

6 Mayor Randall called for a vote, as follows:

7  
8 Councilmember Hughes – aye  
9 Councilmember Larkin – aye  
10 Councilmember Larsen – aye

11  
12 The vote was unanimous and the motion carried.

13  
14 **PRELIMINARY PLAT:**

15 **Consider approval of the preliminary plat for Tech Ridge Area 1.6**  
16 **Subdivision, a 15-lot and 6 parcel commercial preliminary plat on**  
17 **approximately 17.78 acres located at approximately 650 South Tech Ridge**  
18 **Parkway. Case No. 2023-PP-040**

19  
20 BACKGROUND and RECOMMENDATION: This parcel of land is located on Tech Ridge  
21 Parkway within the Tech Ridge project. This preliminary plat will create 15 new lots  
22 ready for commercial development. In addition, this preliminary plat will create 6  
23 parcels. Three of the parcels will be used for shared parking for the commercial  
24 development. Two of the parcels will be dedicated to open space and trail use. The  
25 ridgeline trail will be built at this location on the western ridgeline. At their meeting  
26 held on October 24, 2023, the Planning Commission held a public meeting and  
27 recommended approval.

28  
29 Link to presentation from Community Development Director Carol Winner: [01:14:18](#)

30  
31 [Agenda Packet \[Page 306\]](#)

32  
33 Link to motion: [01:16:10](#)

34  
35 **MOTION:**

36 A motion was made by Councilmember Larkin to approve the preliminary plat  
37 for Tech Ridge Area 1.6 Subdivision, a 15-lot and 6 parcel commercial  
38 preliminary plat on approximately 17.78 acres located at approximately 650  
39 South Tech Ridge Parkway.

40 **SECOND:**

41 The motion was seconded by Councilmember Hughes.

42 **VOTE:**

43 Mayor Randall called for a vote, as follows:

44  
45 Councilmember Hughes – aye  
46 Councilmember Larkin – aye  
47 Councilmember Larsen – aye

48  
49 The vote was unanimous and the motion carried.

50  
51 **PRELIMINARY PLAT:**

52 **Consider approval of the preliminary plat for the Desert Color Pickleball**  
53 **Courts subdivision, a single lot, 1.49-acre subdivision located generally to**

5 **the south of the Desert Color clubhouse between Lagoon Parkway and**  
6 **Akoya Pearl Road. Case No. 2023-PP-036**  
7

8 BACKGROUND and RECOMMENDATION: In May of 2022, the City Council approved a  
9 PD amendment on the subject property. This amendment was to allow pickleball  
10 bocce ball courts as well as a grassy area for Desert Color residents and their guests.  
11 At their meeting held on November 14, 2023. the Planning Commission  
12 recommended approval of the plat with a 6-0 vote and no conditions.  
13

14 Link to presentation from Planner Dan Boles: [01:16:48](#)

15 [Agenda Packet \[Page 321\]](#)  
16

17 Link to motion: [01:17:54](#)  
18

19 **MOTION:**

20 A motion was made by Councilmember Hughes to approve the preliminary  
21 plat for the Desert Color Pickleball Courts subdivision, a single lot, 1.49-acre  
22 subdivision located generally to the south of the Desert Color clubhouse  
23 between Lagoon Parkway and Akoya Pearl Road.  
24

25 **SECOND:**

26 The motion was seconded by Councilmember Larsen.

27 **VOTE:**

28 Mayor Randall called for a vote, as follows:  
29

30 Councilmember Hughes – aye  
31 Councilmember Larkin – aye  
32 Councilmember Larsen – aye  
33

34 The vote was unanimous and the motion carried.  
35

36 **PRELIMINARY PLAT:**

37 **Consider approval of the preliminary plat for the Dirt Road Ranch**  
38 **subdivision, a single lot, 2.48-acre preliminary plat located on the south side**  
39 **of Seegmiller Drive at approximately 2650 East. Case No. 2023-PP-059**  
40

41 BACKGROUND and RECOMMENDATION: On November 2, 2023, the City Council  
42 approved a zone change which fixed a split zoning issue on the property. The  
43 property is now entirely zoned A-1 (Agricultural, one acre minimum lot size). At  
44 their meeting held on November 14, 2023, the Planning Commission recommended  
45 approval with a 7-0 vote and no conditions.  
46

47 Link to presentation from Planner Dan Boles, including discussion between the City  
48 Council and Mr. Boles: [01:18:31](#)

49 [Agenda Packet \[Page 331\]](#)  
50

51 Link to motion: [01:20:10](#)  
52  
53

4  
5 **MOTION:**

6 A motion was made by Councilmember Larsen to approve the preliminary plat  
7 for the Dirt Road Ranch subdivision, a single lot, 2.48-acre preliminary plat  
8 located on the south side of Seegmiller Drive at approximately 2650 East.

9 **SECOND:**

10 The motion was seconded by Councilmember Hughes.

11 **VOTE:**

12 Mayor Randall called for a vote, as follows:

13  
14 Councilmember Hughes – aye  
15 Councilmember Larkin – aye  
16 Councilmember Larsen – aye

17  
18 The vote was unanimous and the motion carried.  
19

20 **PRELIMINARY PLAT:**

21 **Consider approval of the preliminary plat for the Fields at Mall Drive Lot 5**  
22 **subdivision, a 3-lot, 5.17-acre subdivision located at approximately 2700**  
23 **East Mall Drive (North side of the street). Case No. 2023-PP-058**  
24

25 BACKGROUND and RECOMMENDATION: On October 5, 2023, a PD amendment was  
26 approved for a portion of this property which will allow Walgreens to be built. The  
27 applicant now desires to divide the property into three lots. At their meeting held on  
28 November 28, 2023, the Planning Commission recommended approval of the  
29 application 7-0 with conditions.  
30

31 Link to presentation from Planner Dan Boles, including discussion between the City  
32 Council, applicant Jake Woodward, and Mr. Boles: [01:20:31](#)

33  
34 [Agenda Packet \[Page 340\]](#)  
35

36 Link to motion: [01:23:30](#)  
37

38 **MOTION:**

39 A motion was made by Councilmember Hughes to approve the preliminary  
40 plat for the Fields at Mall Drive Lot 5 subdivision, a 3-lot, 5.17-acre  
41 subdivision located at approximately 2700 East Mall Drive on the north side of  
42 the street, with the conditions of the Planning Commission.

43 **SECOND:**

44 The motion was seconded by Councilmember Larkin.

45 **VOTE:**

46 Mayor Randall called for a vote, as follows:

47  
48 Councilmember Hughes – aye  
49 Councilmember Larkin – aye  
50 Councilmember Larsen – aye

51  
52 The vote was unanimous and the motion carried.  
53

5 **PRELIMINARY PLAT:**

6 **Consider approval of the preliminary plat for the Rustic Estates subdivision,**  
7 **a 4-lot, 2.26-acre subdivision located generally on the southeast corner of**  
8 **Rustic Drive & River Road. Case No. 2023-PP-034**  
9

10 BACKGROUND and RECOMMENDATION: In March of 2021, the City Council approved  
11 a request for a preliminary plat on the subject property. That plat divided the  
12 property into six lots. Including the existing home on River Road but excluding the  
13 Mt. States Telephone & Telegraph Company parcel next to that home. Nearly three  
14 years later, that plat has expired. At their meeting held on November 14, 2023. the  
15 Planning Commission recommended approval of the plat with a condition.  
16

17 Link to presentation from Planner Dan Boles, including discussion between the City  
18 Council, and Mr. Boles: [01:24:02](#)  
19

20 [Agenda Packet \[Page 350\]](#)  
21

22 Link to motion: [01:25:59](#)  
23

24 **MOTION:**

25 A motion was made by Councilmember Larkin to approve the preliminary plat  
26 for the Rustic Estates subdivision, a 4-lot, 2.26-acre subdivision located  
27 generally on the southeast corner of Rustic Drive & River Road.  
28

29 **SECOND:**

30 The motion was seconded by Councilmember Hughes.

31 **VOTE:**

32 Mayor Randall called for a vote, as follows:

33 Councilmember Hughes – aye  
34 Councilmember Larkin – aye  
35 Councilmember Larsen – aye  
36

37 The vote was unanimous and the motion carried.  
38

39 **AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT/RESOLUTION:**

40 **Consider approval of Resolution No. 2023-015R approving Amendment**  
41 **Number One to the Interlocal Cooperative Agreement between Washington**  
42 **County and the City of St. George creating the Washington County Interlocal**  
43 **Agreement (WCIA) for purposes of dissolving the WCIA and distributing the**  
44 **assets among the parties under a separate agreement.**  
45

46 BACKGROUND and RECOMMENDATION: On January 6, 1999, Washington County  
47 (the "County") a political subdivision of the State of Utah and the City of St. George  
48 (the City) a municipal corporation (collectively the "Parties") entered into an  
49 Interlocal Cooperative Agreement (the "Original Agreement") for the purpose of  
50 forming a separate legal entity to more efficiently provide governmental facilities,  
51 services, and improvements for their citizens known as the Washington County  
52 Interlocal Agency (the "WCIA"). The Parties desire to amend the Interlocal  
53

4  
5 Cooperative Agreement in order to dissolve the WCIA and distribute the assets  
6 among the parties.

7  
8 Link to comments from Mayor Randall: [01:26:23](#)

9  
10 [Agenda Packet \[Page 359\]](#)

11  
12 Link to motion: [01:26:38](#)

13  
14 **MOTION:**

15 A motion was made by Councilmember Larkin to remove the item from the  
16 agenda to wait for an appraisal and to have a full Council present.

17 **SECOND:**

18 The motion was seconded by Councilmember Natalie.

19 **VOTE:**

20 Mayor Randall called for a vote, as follows:

21  
22 Councilmember Hughes – aye

23 Councilmember Larkin – aye

24 Councilmember Larsen – aye

25  
26 The vote was unanimous and the motion carried.

27  
28 **AGREEMENT:**

29 **Consider approval of an agreement between Washington County, St. George**  
30 **City, and the Washington County/St. George Interlocal Agency to wind up**  
31 **the Washington County/St. George Interlocal Agency, along with the**  
32 **associated Memorandum of Agreement and Notice of Contractual Lien to be**  
33 **recorded on the Dixie Center property securing the City's 38% interest and**  
34 **the Cross Access and Parking Easement.**

35  
36 BACKGROUND and RECOMMENDATION: The 1992 Washington County Interlocal  
37 Agreement (WCIA) between the County and the City created the Dixie Center and  
38 was to continue in force until the bonds were paid off or January 2027, but in no  
39 case longer than 50 years. The bonds were paid off in December 2022. The parties  
40 agreed to amend the Interlocal Agreement to terminate it December 31, 2023 in  
41 order to form a new agreement regarding the ongoing use, management,  
42 maintenance, use and operations of the Dixie Center. The agreement generally  
43 provides for the following. Property owned by the WCIA will be conveyed as follows:  
44 (1) Parcels on which Dixie Center sits to the County with a contract lien to be  
45 recorded on the Dixie Center property indicating the City's 38% interest in the  
46 property in the event of disposition (change of use, sell, convey or otherwise  
47 disposed of); (2) Restaurant pads located west of Hilton Garden Inn jointly owned by  
48 County and City 50%/50%; (3) Legacy Park property at Washington County  
49 Fairgrounds to County; (4) Two vacant parcels in Kane County and Washington  
50 County to County 62%/City 38% interest. A commercial appraisal will be done on  
51 the Dixie Center property to determine current value and City's 38% and at the time  
52 of disposition another appraisal will be done to determine any increase to the City's  
53 value in the Dixie Center property. A cross easement will be recorded on both the

5 Dixie Center parking lot North East of the Dixie Center and the City's property to the  
6 East of that parking lot if the County approves of the City's use of the City's  
7 property. This cross easement will allow patrons of both the Dixie Center and the  
8 City's property to park on either parking lot. Under the agreement, City employees  
9 at the Dixie Center will transfer to the County on 1/1/24, with the City paying out  
10 PTO and a portion of the sick leave to transferring employees on 12/31/23. The City  
11 will be permitted to use the Dixie Center for Municipal Use or Hosted Use without  
12 charge (except for costs for outside contract vendors). Staff recommends approval.  
13

14 [Agenda Packet \[Page 398\]](#)

15  
16 Link to motion: [01:27:11](#)  
17

18 **MOTION:**

19 A motion was made by Councilmember Larkin to pull this item from the  
20 agenda and continue it until there is a full quorum and appraisal.

21 **SECOND:**

22 The motion was seconded by Councilmember Hughes.  
23

24 **VOTE:**

25 Mayor Randall called for a vote, as follows:

26 Councilmember Hughes – aye  
27 Councilmember Larkin – aye  
28 Councilmember Larsen – aye  
29

30 The vote was unanimous and the motion carried.  
31

32 **APPOINTMENTS:**

33 **Appointments to Boards and Commissions of the City.**  
34

35 Link to Mayor Randall recommending the following appointments: [01:27:40](#)  
36

37 Hillside Review Board:

38 Appoint Kevin Holyoak, term to end 12/31/2026;  
39 Reappoint James Sullivan, David Black, and Russ Owens, terms to end  
40 12/31/2025;  
41 Reappoint Jeff Mathis, term to end 12/31/2026.  
42

43 Link to motion: [01:28:24](#)  
44

45 **MOTION:**

46 A motion was made by Councilmember Larsen to appoint members to the  
47 Hillside Review Board as stated by Mayor Randall.

48 **SECOND:**

49 The motion was seconded by Councilmember Hughes.  
50

51 **VOTE:**

52 Mayor Randall called for a vote, as follows:  
53

4  
5 Councilmember Hughes – aye  
6 Councilmember Larkin – aye  
7 Councilmember Larsen – aye

8  
9 The vote was unanimous and the motion carried.

10  
11 Link to Mayor Randall recommending the following appointments: [01:28:30](#)

12  
13 Planning Commission:

14 Appoint Kelly Casey to seat D, term to end 12/31/2024, and Brandon  
15 Anderson to seat B, term to end 12/31/2025;

16  
17 Reappoint Lori Chapman to seat E, Nathan Fisher to seat F, and Austin  
18 Anderson to seat G, terms to end 12/31/2025.

19  
20 Link to motion: [01:29:39](#)

21  
22 **MOTION:**

23 A motion was made by Councilmember Larsen to appoint members to the  
24 Planning Commission as stated by Mayor Randall.

25 **SECOND:**

26 The motion was seconded by Councilmember Larkin.

27 **VOTE:**

28 Mayor Randall called for a vote, as follows:

29  
30 Councilmember Hughes – aye  
31 Councilmember Larkin – aye  
32 Councilmember Larsen – aye

33  
34 The vote was unanimous and the motion carried.

35  
36 Link to Mayor Randall recommending the appointment of Shawn Guzman as the  
37 Interim City Attorney effective immediately: [01:29:50](#)

38  
39 Link to motion: [01:30:20](#)

40  
41 **MOTION:**

42 A motion was made by Councilmember Larkin to appoint Shawn Guzman as  
43 the Interim City Attorney to be effective immediately.

44 **SECOND:**

45 The motion was seconded by Councilmember Hughes.

46 **VOTE:**

47 Mayor Randall called for a vote, as follows:

48  
49 Councilmember Hughes – aye  
50 Councilmember Larkin – aye  
51 Councilmember Larsen – aye

52  
53 The vote was unanimous and the motion carried.

4  
5 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

6 Link to reports from Councilmember Larsen: [01:30:37](#)

7  
8 Link to reports from Councilmember Larkin and comments from Mayor Randall:  
9 [01:31:16](#)

10  
11 **ADJOURN TO A CLOSED SESSION:**

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

15  
16 A closed meeting was not held.

17  
18 **ADJOURN:**

19 Link to motion: [01:32:16](#)

20  
21 **MOTION:**

22 A motion was made by Councilmember Larkin to adjourn.

23 **SECOND:**

24 The motion was seconded by Councilmember Hughes.

25 **VOTE:**

26 Mayor Randall called for a vote, as follows:

27  
28 Councilmember Hughes – aye  
29 Councilmember Larkin – aye  
30 Councilmember Larsen – aye

31  
32 The vote was unanimous and the motion carried.



4  
5 **MOTION:**

6 A motion was made by Councilmember Hughes to adjourn to the regular  
7 meeting of the City Council.

8 **SECOND:**

9 The motion was seconded by Councilmember Larkin.

10 **VOTE:**

11 Mayor Randall called for a vote, as follows:

12  
13 Councilmember Hughes – aye

14 Councilmember Larkin – aye

15 Councilmember Larsen – aye

16  
17 The vote was unanimous and the motion carried.

18  
19  
20  
21  
22  
23 \_\_\_\_\_  
Christina Fernandez, City Recorder

1 **ST. GEORGE CITY COUNCIL MINUTES**  
2 **REGULAR MEETING**  
3 **DECEMBER 14, 2023 5:00 P.M.**  
4 **ADMINISTRATIVE CONFERENCE ROOM**  
5

6 **PRESENT:**

7 **Mayor Michele Randall**  
8 **Councilmember Jimmie Hughes**  
9 **Councilmember Gregg McArthur**  
10 **Councilmember Dannielle Larkin**  
11 **Councilmember Natalie Larsen**  
12 **Councilmember Michelle Tanner**  
13

14 **EXCUSED:**

15 **City Manager John Willis**  
16

17 **STAFF MEMBERS PRESENT:**

18 **City Attorney Tani Downing**  
19 **Deputy City Attorney Jami Brackin**  
20 **Assistant City Attorney Ryan Dooley**  
21 **City Recorder Christina Fernandez**  
22 **Parks and Community Services Director Shane Moore**  
23 **Parks Planner Mark Goble**  
24 **Parks Planner Craig Harvey**  
25 **Administrative Services Director Trevor Coombs**  
26 **Director of Operations Marc Mortensen**  
27 **Public Works Director Cameron Cutler**  
28 **Budget and Financial Planning Director Robert Myers**  
29 **Economic Development Director Chad Thomas**  
30

31 **OTHERS PRESENT:**

32 **Resident Steve Kemp**  
33

34 **CALL TO ORDER:**

35 Mayor Randall called the meeting to order and welcomed all in attendance.  
36

37 Link to call to order: [00:00:00](#)  
38

39 **CONSENT CALENDAR:**

- 40 **a. Consider approval of an amendment to the Construction**  
41 **Management/General Contractor (CMGC) contract with Big-D**  
42 **Construction for City Hall Structural Steel Package.**  
43

44 BACKGROUND and RECOMMENDATION: On November 2, 2023 the City  
45 Council approved all concrete packages for City Hall and the parking garage.  
46 This amendment to the CMGC Agreement with Big-D Construction includes all  
47 structural steel for City Hall. Staff recommends approval.  
48

- 49 **b. Consider approval of purchasing playground equipment via a state**  
50 **contract with Great Western Recreation for Royal Oaks Park.**  
51

52 BACKGROUND and RECOMMENDATION: This purchase is to replace the  
53 existing playground at Royal Oaks Park. The existing playground was installed

5 in 1999, which was almost 25 years ago. The typical lifespan of a playground  
6 is 10 years, but with proper maintenance can last 15-20 years. Because the  
7 playground is older, it is difficult to find replacement parts as the playground  
8 manufacturer has stopped making many of the replacement parts. Without  
9 being able to make the proper repairs the playground is becoming a safety  
10 hazard. The replacement playground will utilize the same footprint as the  
11 existing playground. The surfacing will be changed to artificial turf which will  
12 make the playground more ADA accessible. The agenda packet includes  
13 images of the proposed replacement playground. The images show rubber  
14 tiles as Great Western was not able to send us a modified image showing the  
15 turf option. Staff recommends approval to purchase the playground  
16 equipment from Great Western Recreation in the amount of \$311,741.73.  
17

18 [Agenda Packet \[Page 4\]](#)

19  
20 Link to presentation from Mayor Randall: [00:00:00](#)

21  
22 Link to motion: [00:00:19](#)  
23

24 **MOTION:**

25 A motion was made by Councilmember McArthur to approve the consent  
26 calendar as presented.

27 **SECOND:**

28 The motion was seconded by Councilmember Larkin.

29 **VOTE:**

30 Mayor Randall called for a vote, as follows:

31  
32 Councilmember Hughes – aye  
33 Councilmember McArthur – aye  
34 Councilmember Larkin – aye  
35 Councilmember Larsen – aye  
36 Councilmember Tanner – aye  
37

38 The vote was unanimous and the motion carried.  
39

40 **AMEND INTERLOCAL AGREEMENT/RESOLUTION:**

41 **Consider approval of Resolution No. 2023-015R approving Amendment**  
42 **Number One to the Interlocal Cooperative Agreement between**  
43 **Washington County and the City of St. George creating the Washington**  
44 **County Interlocal Agreement (WCIA) for purposes of dissolving the WCIA**  
45 **and distributing the assets among the parties under a separate**  
46 **agreement.**  
47

48 BACKGROUND and RECOMMENDATION: On January 6, 1999, Washington County  
49 (the "County") a political subdivision of the State of Utah and the City of St. George  
50 (the City) a municipal corporation (collectively the "Parties") entered into an  
51 Interlocal Cooperative Agreement (the "Original Agreement") for the purpose of  
52 forming a separate legal entity to more efficiently provide governmental facilities,  
53 services, and improvements for their citizens known as the Washington County

5 Interlocal Agency (the "WCIA"). The Parties desire to amend the Interlocal  
6 Cooperative Agreement in order to dissolve the WCIA and distribute the assets  
7 among the parties.  
8

9 [Agenda Packet \[Page 14\]](#)  
10

11 **AND**  
12

13 **AGREEMENT:**

14 **Consider approval of an agreement between Washington County, St. George**  
15 **City, and the Washington County/St. George Interlocal Agency to wind up**  
16 **the Washington County/St. George Interlocal Agency, along with the**  
17 **associated Memorandum of Agreement and Notice of Contractual Lien to be**  
18 **recorded on the Dixie Center property securing the City's 38% interest and**  
19 **the Cross Access and Parking Easement.**  
20

21 BACKGROUND and RECOMMENDATION: The 1992 Washington County Interlocal  
22 Agreement (WCIA) between the County and the City created the Dixie Center and  
23 was to continue in force until the bonds were paid off or January 2027, but in no  
24 case longer than 50 years. The bonds were paid off December 2022. The parties  
25 agreed to amend the Interlocal Agreement to terminate it December 31, 2023 in  
26 order to form a new agreement regarding the ongoing use, management,  
27 maintenance, use and operations of the Dixie Center. The agreement generally  
28 provides for the following. Property owned by the WCIA will be conveyed as follows:  
29 (1) Parcels on which Dixie Center sits to the County with a contract lien to be  
30 recorded on the Dixie Center property indicating the City's 38% interest in the  
31 property in the event of disposition (change of use, sell, convey or otherwise  
32 disposed of); (2) Restaurant pads located west of Hilton Garden Inn jointly owned by  
33 County and City 50%/50%; (3) Legacy Park property at Washington County  
34 Fairgrounds to County; (4) Two vacant parcels in Kane County and Washington  
35 County to County 62%/City 38% interest. A commercial appraisal will be done on  
36 the Dixie Center property to determine current value and City's 38% and at the time  
37 of disposition another appraisal will be done to determine any increase to the City's  
38 value in the Dixie Center property. A cross easement will be recorded on both the  
39 Dixie Center parking lot North East of the Dixie Center and the City's property to the  
40 East of that parking lot if the County approves of the City's use of the City's  
41 property. This cross easement will allow patrons of both the Dixie Center and the  
42 City's property to park on either parking lot. Under the agreement, City employees  
43 at the Dixie Center will transfer to the County on 1/1/24, with the City paying out  
44 PTO and a portion of the sick leave to transferring employees on 12/31/23. The City  
45 will be permitted to use the Dixie Center for Municipal Use or Hosted Use without  
46 charge (except for costs for outside contract vendors).  
47

48 [Agenda Packet \[Page 53\]](#)  
49

50 Link to presentation from Mayor Randall, including discussion between City Attorney  
51 Tani Downing, the City Council, Operations Director Marc Mortensen, and Mayor  
52 Randall: [00:00:34](#)  
53

5 Link to motion: [00:11:09](#)  
6

7 **MOTION:**

8 A motion was made by Councilmember Larkin to approve Resolution No.  
9 2023-015R approving Amendment Number One to the Interlocal  
10 Cooperative Agreement between Washington County and the City of St.  
11 George creating the Washington County Interlocal Agreement (WCIA) for  
12 purposes of dissolving the WCIA and distributing the assets among the  
13 parties under a separate agreement.

14 **SECOND:**

15 The motion was seconded by Councilmember Tanner.

16 **VOTE:**

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

18  
19 Councilmember Hughes – aye  
20 Councilmember McArthur – aye  
21 Councilmember Larkin – aye  
22 Councilmember Larsen – aye  
23 Councilmember Tanner – aye  
24

25 The vote was unanimous and the motion carried.  
26

27 Link to motion: [00:11:46](#)  
28

29 **MOTION:**

30 A motion was made by Councilmember Larkin to approve an agreement  
31 between Washington County, St. George City, and the Washington County/St.  
32 George Interlocal Agency to wind up the Washington County/St. George  
33 Interlocal Agency, along with the associated Memorandum of Agreement and  
34 Notice of Contractual Lien to be recorded on the Dixie Center property  
35 securing the City's 38% interest and the Cross Access and Parking Easement.  
36

37 **SECOND:**

38 The motion was seconded by Councilmember Tanner.

39 **VOTE:**

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

41  
42 Councilmember Hughes – aye  
43 Councilmember McArthur – aye  
44 Councilmember Larkin – aye  
45 Councilmember Larsen – aye  
46 Councilmember Tanner – aye  
47

48 The vote was unanimous and the motion carried.  
49

50 **ADJOURN:**

51 Link to motion: [00:12:36](#)  
52

53 **MOTION:**

A motion was made by Councilmember McArthur to adjourn.

4  
5 **SECOND:**

6 The motion was seconded by Councilmember Larkin.

7 **VOTE:**

8 Mayor Randall called for a vote, as follows:

- 9  
10 Councilmember Hughes – aye  
11 Councilmember McArthur – aye  
12 Councilmember Larkin – aye  
13 Councilmember Larsen – aye  
14 Councilmember Tanner – aye

15  
16 The vote was unanimous and the motion carried

17  
18  
19  
20  
21 \_\_\_\_\_  
Christina Fernandez, City Recorder

DRAFT



5 **DISCUSSION REGARDING THE 2024 BUDGET GOALS RETREAT:**

6 Link to discussion between Budget and Financial Planning Director Robert Myers, the  
7 City Council, and regarding the 2024 Budget Goals Retreat: [00:32:52](#)  
8

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

10 Link to reports from Councilmember McArthur: [00:37:06](#)  
11

12 Link to reports from Councilmember Larkin: [00:38:37](#)  
13

14 Link to comments from resident Steve Kemp and Councilmember Larkin: [00:39:40](#)  
15

16 **ADJOURN TO A CLOSED MEETING:**

17 **Request a closed session to discuss litigation, security, property**  
18 **acquisition or sale or the character and professional competence or**  
19 **physical or mental health of an individual.**  
20

21 Link to motion: [00:40:25](#)  
22

23 **MOTION:**

24 A motion was made by Councilmember Larkin to adjourn to a closed meeting  
25 to discuss possible litigation.

26 **SECOND:**

27 The motion was seconded by Councilmember Hughes.

28 **VOTE:**

29 Mayor Randall called for a vote, as follows:  
30

31 Councilmember Hughes – aye  
32 Councilmember McArthur – aye  
33 Councilmember Larkin – aye  
34 Councilmember Larsen – aye  
35 Councilmember Tanner – aye  
36

37 The vote was unanimous and the motion carried  
38

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

40 The meeting adjourned at the end of the closed meeting.  
41  
42  
43  
44



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 04

**Subject:**

Public hearing and consideration of Ordinance No. 2024-001 to vacate a portion of a municipal utility easement located between Lots 1 and 2, Crimson Ranch Estates Phase 1.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: Roger Bundy, R&B Surveying

Reference Number: PLANLRE23-014

Address/Location:

3399 E 2250 S ST

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

The final plat for Crimson Ranch Estates Phase 1 was approved by the Land Use Authority on the 20th day of July, 2022 and recorded on August 21, 2022.

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

The applicant would like to merge Lots 1 & 2 together into one lot.

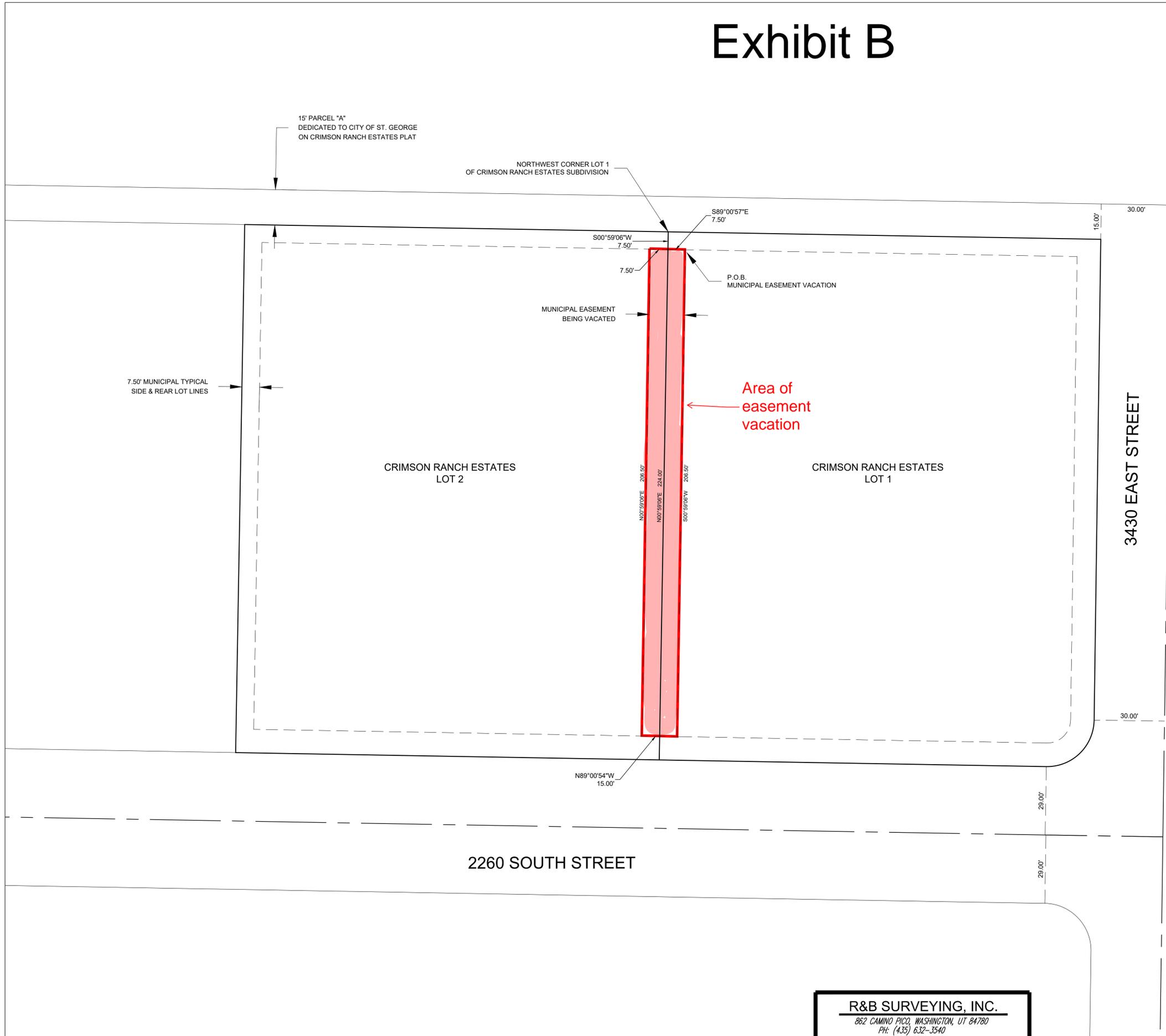
**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

JUC recommends approval. They reviewed on 11/14/2023.

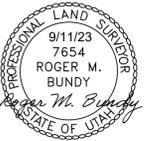
# Exhibit B



### SURVEYOR'S CERTIFICATE

I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7654, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE PREPARED THE HERON EXHIBIT AND BOUNDARY DESCRIPTION FROM THE RECORDED PLAT OF CRIMSON RANCH ESTATES SUBDIVISION AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF RECORD INFORMATION CONTAINED THEREON.

DATE: 9/11/23

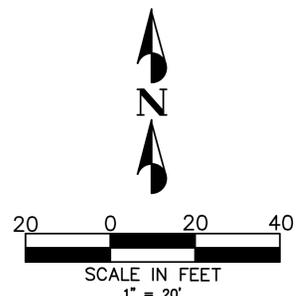


### BOUNDARY DESCRIPTION

BEGINNING AT A POINT S0°59'06"W, 7.50 FEET AND S89°00'57"E, 7.50 FEET FROM THE NORTHWEST CORNER OF LOT 1 OF CRIMSON RANCH ESTATES SUBDIVISION FILED AS DOCUMENT NO. 20220043843 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S0°59'06"W, 206.50 FEET; THENCE N89°00'54"W, 15.00 FEET; THENCE N0°59'06"E, 206.50 FEET; THENCE S89°00'57"E, 7.50 FEET TO THE POINT OF BEGINNING.

### NARRATIVE

THE PURPOSE OF AMENDING LOTS 1 & 5-7 OF CRIMSON ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 20220027561, IS TO INCREASE THE SIZE OF LOTS 1, 5, 6 AND 7, AND TO ADD PARCEL A BY EXTENDING THE SOUTHERN, OR REAR LOT LINES TO THE SOUTH, AS SHOWN. ADDITIONALLY PARCEL A SHOWN HEREON IS BEING ADDED. AMENDMENT OF SAID LOTS ALSO CHANGES THE LOCATION OF MUNICIPAL UTILITY EASEMENTS ALONG THE ORIGINAL SOUTHERN, OR REAR LOT LINES, VACATING THE ORIGINAL EASEMENT LOCATIONS FROM SAID PLAT. NEW MUNICIPAL UTILITY EASEMENTS ARE BEING DEDICATED ALONG ALL LOT LINES AS SHOWN EXCEPT THAT EASEMENTS ARE NOT BEING DEDICATED ALONG THE LOT LINES OF PARCEL A. THE EXTENSION OF 3430 EAST STREET AND BRIGHTON DRIVE ARE ALSO BEING DEDICATED AS REQUIRED. NO OTHER CHANGES WERE MADE OR INTENDED.



**CRIMSON RANCH ESTATES  
VACATION EXHIBIT FOR  
MUNICIPAL EASEMENT  
ALONG LOT LINE OF LOTS 1 AND 2**

**R&B SURVEYING, INC.**  
862 CAMINO PICO, WASHINGTON, UT 84780  
PH: (435) 632-3540

When Recorded Return To:  
City of St. George  
City Recorder's Office  
175 East 200 North  
St. George, UT 84770

**ORDINANCE NO. \_\_\_\_\_**

Tax ID: SG-CRM-1-1, SG-CRM-1-2

**AN ORDINANCE VACATING A PORTION OF A MUNICIPAL UTILITY EASEMENT  
EVIDENCED BY ENTRY NO. 20220043843, CRIMSON RANCH ESTATES PHASE 1, ACCORDING TO  
THE OFFICIAL PLAT THEREOF ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE  
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH  
(Located between Lots 1 and 2)**

**WHEREAS**, a petition was received by this Council requesting it to vacate a portion of an existing municipal utility easement, located between Lots 1 and 2, Crimson Ranch Estates Phase 1, so the two lots can be combined into one lot, being more particularly describe and shown in Exhibit A and Exhibit B; and

**WHEREAS**, the Joint Utility Commission (JUC) recommends approval of the vacation of the public utility easement; and

**WHEREAS**, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the municipal utility easement as described in Exhibit A and Exhibit B.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council:

That the municipal utility easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

**APPROVED AND ADOPTED** by the St. George City Council on this \_\_\_\_ day of \_\_\_\_\_, 2023. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:  
Councilmember Hughes \_\_\_\_\_  
Councilmember McArthur \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

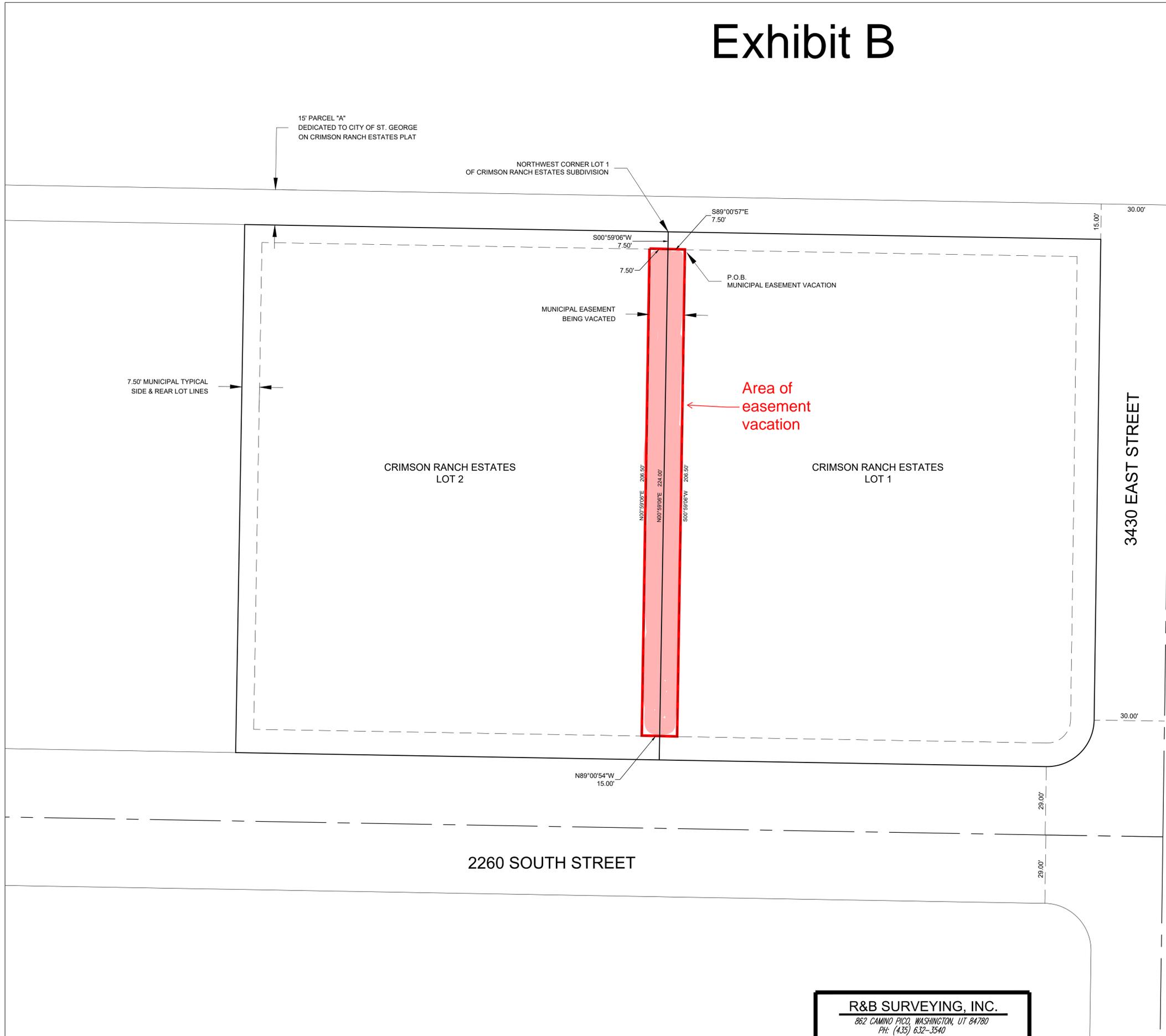
**EXHIBIT A**

MUNICIPAL EASEMENT VACATION-LOTS 1 AND 2 OF CRIMSON RANCH ESTATES SUBD.  
BEGINNING AT A POINT S0°59'06"W, 7.50 FEET AND S89°00'57"E, 7.50 FEET FROM THE  
NORTHWEST CORNER OF LOT 1 OF CRIMSON RANCH ESTATES SUBDIVISION FILED AS  
DOCUMENT NO. 20220043843 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER,  
RUNNING THENCE S0°59'06"W, 206.50 FEET; THENCE N89°00'54"W, 15.00 FEET; THENCE  
N0°59'06"E, 206.50 FEET; THENCE S89°00'57"E, 7.50 FEET TO THE POINT OF BEGINNING.

PREPARED BY:

R&B SURVEYING, INC.  
ROGER M. BUNDY, PLS 7654

# Exhibit B



### SURVEYOR'S CERTIFICATE

I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7654, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE PREPARED THE HERON EXHIBIT AND BOUNDARY DESCRIPTION FROM THE RECORDED PLAT OF CRIMSON RANCH ESTATES SUBDIVISION AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF RECORD INFORMATION CONTAINED THEREON.

DATE: 9/11/23

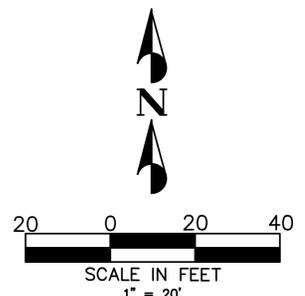


### BOUNDARY DESCRIPTION

BEGINNING AT A POINT S0°59'06"W, 7.50 FEET AND S89°00'57"E, 7.50 FEET FROM THE NORTHWEST CORNER OF LOT 1 OF CRIMSON RANCH ESTATES SUBDIVISION FILED AS DOCUMENT NO. 20220043843 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S0°59'06"W, 206.50 FEET; THENCE N89°00'54"W, 15.00 FEET; THENCE N0°59'06"E, 206.50 FEET; THENCE S89°00'57"E, 7.50 FEET TO THE POINT OF BEGINNING.

### NARRATIVE

THE PURPOSE OF AMENDING LOTS 1 & 5-7 OF CRIMSON ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 20220027561, IS TO INCREASE THE SIZE OF LOTS 1, 5, 6 AND 7, AND TO ADD PARCEL A BY EXTENDING THE SOUTHERN, OR REAR LOT LINES TO THE SOUTH, AS SHOWN. ADDITIONALLY PARCEL A SHOWN HEREON IS BEING ADDED. AMENDMENT OF SAID LOTS ALSO CHANGES THE LOCATION OF MUNICIPAL UTILITY EASEMENTS ALONG THE ORIGINAL SOUTHERN, OR REAR LOT LINES, VACATING THE ORIGINAL EASEMENT LOCATIONS FROM SAID PLAT. NEW MUNICIPAL UTILITY EASEMENTS ARE BEING DEDICATED ALONG ALL LOT LINES AS SHOWN EXCEPT THAT EASEMENTS ARE NOT BEING DEDICATED ALONG THE LOT LINES OF PARCEL A. THE EXTENSION OF 3430 EAST STREET AND BRIGHTON DRIVE ARE ALSO BEING DEDICATED AS REQUIRED. NO OTHER CHANGES WERE MADE OR INTENDED.



**CRIMSON RANCH ESTATES  
VACATION EXHIBIT FOR  
MUNICIPAL EASEMENT  
ALONG LOT LINE OF LOTS 1 AND 2**

**R&B SURVEYING, INC.**  
862 CAMINO PICO, WASHINGTON, UT 84780  
PH: (435) 632-3540



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 05

**Subject:**

Presentation of the audited Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023.

**Item at-a-glance:**

Staff Contact: Trevor Coombs

Applicant Name: NA

Reference Number: FY2023

Address/Location:

175 E. 200 North

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

THIS IS THE PRESENTATION OF THE CITY'S AUDITED 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) CONDUCTED BY HINTON BURDICK CPA'S & ADVISORS. STEVE PALMER, CPA & PARTNER, WILL PRESENT HIS REPORT AND TAKE COUNCIL QUESTIONS.

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

N/A

**Name of Legal Dept approver:** NA

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

NO ACTION IS NEEDED.



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 06

**Subject:**

Consider approval of Resolution No. 2024-001R to enter an Interlocal Agreement Between the City of St. George And The Winchester Hills Fire Department Regarding Fire Services For The Ledges, Trails, And Jel Ranch Subdivisions.

**Item at-a-glance:**

Staff Contact: Coty Chadburn

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

The City and the Southwest Special Service District entered into an Interlocal Agreement regarding fire services for the Ledges, Trails, and Jel Ranch Subdivisions in 2013. The term of this agreement expired on December 31, 2023 or if the City were to build a fire station within 5 miles of the Ledges, which occurred first. As the City has not yet built a fire station within 5 miles of the Ledges, the agreement needs to be renewed.

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

This agreement is needed for fire insurance ratings purposes as the City does not have a fire station within 5 miles of the Ledges and having the fire district respond to calls will continue to keep fire insurance rates low.

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

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND THE WINCHESTER HILLS FIRE DEPARTMENT REGARDING FIRE SERVICES FOR THE LEDGES, TRAILS, AND JEL RANCH SUBDIVISIONS**

WHEREAS the Winchester Hills Fire Department (“WHFD”) and the City entered into an interlocal agreement in 2013 regarding fire services for the Ledges, Trails, and Jel Ranch Subdivisions, which expired on December 31, 2023; and

WHEREAS City continues to desire that WHFD responds to all fire-related emergencies in the Ledges, the Trails, and JEL Ranch and in return, City will continue to respond to all fire-related emergencies in Winchester Hills; and

WHEREAS the City finds that this interlocal agreement should be entered into as it will continue to promote the health, safety, and welfare of its residents and service area; and

WHEREAS the City determines and finds that the interests, welfare, and safety of the general public will best be served by this Agreement;

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of St. George that it authorizes the Mayor to enter into the Agreement attached as Exhibit A.

This resolution shall be effective on the date it is adopted.

**PASSED AND ADOPTED** by the St. George City Council this 4<sup>th</sup> day of January 2024.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Hughes \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Ryan N. Dooley, Assistant City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND THE  
WINCHESTER HILLS FIRE DEPARTMENT REGARDING FIRE SERVICES FOR THE  
LEDGES, TRAILS, AND JEL RANCH SUBDIVISIONS

This Interlocal Cooperative Agreement (the “Agreement”) is entered into by and between the City of St. George, a Utah municipal corporation (“City”), and the Winchester Hills Fire Department, a body corporate and politic of the State of Utah (WHFD).

RECITALS

WHEREAS the Winchester Hills Fire Department was established in \_\_\_\_\_ in order to provide fire protection services to unincorporated subdivisions of Winchester Hills; and

WHEREAS The Ledges subdivision (“the Ledges”), as well as the area known as The Trails development (“the Trails”) and the JEL Ranch subdivision (“JEL Ranch”), are located immediately to the south of Winchester Hills and are within the incorporated are City; and

WHEREAS WHFD has a fire station located in City which fire station is closer in proximity to the Ledges, the Trails, and JEL Ranch than any fire station currently operated by City; and

WHEREAS, pursuant to Utah Code Annotated 11-13-1 *et seq.*, public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action and both City and the WHFD are public agencies as defined in Utah Code Annotated 11-13-103(19);

WHEREAS City and WHFD desire to make the most efficient use of their powers by cooperating on the basis of mutual advantage; and

WHEREAS City desires that WHFD responds to all fire-related emergencies in the Ledges, the Trails, and JEL Ranch and in return, City will respond to all fire-related emergencies in Winchester Hills;

WHEREAS City and WHFD find that this agreement will promote the health, safety, and welfare of its residents and service area;

THEREFORE, the parties agree as follows:

1. AGREEMENT

1.1 Services are to be provided by the Winchester Hills Fire Department.

1.1.1 The WHFD shall be the initial response agency, *twenty-four (24) hours a day, seven (7) days a week, for every day of the term of the Agreement.* They shall respond in conjunction with the City of St. George Fire Department to fire-related incidents in the Ledges, the Trails, and JEL Ranch as set forth in Exhibit A. The WHFD shall not be required to acquire or provide equipment or services beyond

the equipment or services required to service the St. George Fire Department. Nor shall the WHFD be required to purchase additional equipment to provide automatic aid.

1.1.2 In return, St. George Fire shall respond *twenty-four (24) hours a day, seven (7) days a week, for every day of the term of the Agreement*. They shall respond in conjunction with the Winchester Hills Fire Department to fire-related incidents in Winchester Hills as set forth in Exhibit B. St. George Fire shall not be required to acquire or provide equipment or services beyond the equipment or services required to service the WHFD. Nor shall St. George Fire be required to purchase additional equipment to provide automatic aid

1.2 Term-This Agreement shall take effect upon the effective date as described in paragraph 2.3 below. Thereafter, this Agreement shall remain in force until the City constructs a fire station within five (5) miles of the Ledges or until December 31, 2033, whichever occurs first.

1.3 Termination- Either party may terminate this Agreement upon six (6) months by written notice to the other party.

## 2. INTERLOCAL AGREEMENT REQUIREMENTS

- 2.1 Resolution. To the extent that this Agreement is governed by Utah Code Ann. 11-13-202.5, each Party agrees to comply with the provisions set forth in 11-13-202.5.
- 2.2 Attorney Review. This Agreement has been submitted to attorneys authorized to represent the public agencies for review as to proper form and compliance with applicable law in accordance with Utah Code Ann. 11-13-202.5.
- 2.3 Effective Date. The effective date of this Agreement shall be the date that the parties have signed the adopted resolution of approval of this Agreement and filed the Agreement with the keeper of records.
- 2.4 Filing. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party.
- 2.5 No Interlocal Entity. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the duly assigned employees of the Parties. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

## 3. GENERAL TERMS

EXHIBIT A

- 3.1 Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth.
- 3.2 Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- 3.3 Severability. The articles, sections, paragraphs, sentences, clauses, and phrases of this Agreement, and the application thereof, are expressly declared to be severable. If any such article, section, paragraph, sentence, clause, or phrase, or the application thereof, shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining articles, sections, paragraphs, sentences, clauses, or phrases, or applications, of this Agreement.
- 3.4 Governing Law. This Agreement shall be governed according to the laws of the State of Utah.
- 3.5 Captions. The Captions to the various Articles and Sections of this Agreement are for convenience and ease of reference only, and neither define, limit, augment, nor describe the scope, content, and/or intent of this Agreement or any part or parts hereof.
- 3.6 Counterparts. This Agreement may be executed simultaneously in one or more counterpart(s), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 3.7 No Partnership or Joint Venture. Neither any other provisions contained in this Agreement, nor any acts of any Party, shall be deemed or construed by another Party or by any third person to create the relationship of partnership or shared venture of any association between the Parties, other than contractual relationships stated in this Agreement.
- 3.8 Termination of Agreement. This Agreement shall be in full force and effect and be legally binding upon the Participants only after its approval and execution by the governing bodies of each of the Participants. This Agreement shall automatically terminate at the completion of the Project and St. George's production of the final Report to County.
- 3.9 Entire Agreement. This Agreement contains the entire agreement between the County and St. George concerning its subject matter and shall not be modified except by written agreement duly executed by the Parties hereto. There are no oral understandings or agreements not set forth herein.

EXHIBIT A

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF ST. GEORGE

WINCHESTER HILLS FIRE DEPARTMENT

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Don Christensen, Fire Chief

ATTEST:

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan N. Dooley, Assistant City Attorney

\_\_\_\_\_  
Attorney for Winchester Hills FD



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 07

**Subject:**

Consider approval of Resolution No. 2024-002R terminating the Interlocal Cooperation Agreement Regarding Election Services with Washington County.

**Item at-a-glance:**

Staff Contact: Jami Brackin

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

In 2021, the City of St. George and Washington County entered into an Interlocal Cooperation Agreement regarding election services. The Agreement states that the Agreement shall automatically renew for additional one-year periods, unless thirty days prior to the expiration, written notice of intent to not renew is given by either party. The City received such notice from the Washington County Clerk/Auditor. Once the new Agreement is received and agreed upon, staff will bring it back for approval.

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

The City contracts with the County to provide election services for its municipal elections. The County would like to terminate the current Interlocal Agreement and enter into a new Agreement for future elections.

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

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval of the Resolution to terminate the Interlocal Cooperation Agreement.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TERMINATING THE 2021 INTERLOCAL COOPERATION AGREEMENT WITH WASHINGTON COUNTY REGARDING ELECTION SERVICES**

**WHEREAS**, on April 15, 2021, the City Council of the City of St. George (“City”) adopted a Resolution approving and entering into an Interlocal Cooperation Agreement with Washington County (“County”) for the provision of election services to the City by the County; entitled “Interlocal Cooperation Agreement Regarding Election Services”; and

**WHEREAS**, the City has received the letter from the County dated November 29, 2023, attached hereto, stating their intent to not renew the Agreement; and

**WHEREAS**, per the letter, the County will provide future election services under new agreements.

**NOW THEREFORE, BE IT RESOLVED** that the Interlocal Cooperation Agreement Regarding Election Services entered into in 2021 is hereby terminated. This resolution is effective immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, this 4th day of January, 2023.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Hughes \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney



Ryan Sullivan | Clerk-Auditor

November 29, 2023

RE: Existing Election Interlocal Agreement – Notice of intent to not renew the Agreement

Dear Elected Officials and Election Officers in Washington County,

Thank you for working with the Washington County Clerk-Auditor's office in the home stretch of another election cycle for the November 21, 2023 general and municipal elections. All of us are finishing our election duties, including curing, counting, reporting, auditing, canvassing, and certifying election results. We look forward to continue working with you now and in the future to assist in providing safe and secure elections.

As we discussed at our meeting on October 6, 2023 with municipal attorneys, this letter is to notify you that the County is not renewing the currently executed Interlocal Cooperation Agreement Regarding Election Services for your municipalities for all future elections. **The currently executed agreements will not automatically renew and will terminate pursuant to Sections A3 and B2. The term of each agreement expires on December 31, 2023.** Of course, we will complete all of our duties for the November 21, 2023 election.

We will provide future election services under new agreements with each municipality. In the near future we will send you two agreement options. Option one will be an agreement where the County Clerk performs only the limited statutory functions for the municipal election through signature verification. The municipality will take sole possession of its ballots for counting, canvassing, and certifying the election results. The municipality will indemnify the County for any issue arising after it takes possession of its ballots. Some municipalities wanted to hand count their ballots, and they will be able to do so under option one. Option two will be similar to the process now in place where the County Clerk will fully assist the municipality with its election through signature verification, counting, canvassing, and providing all reports for the certification. This new interlocal will have more details making clear what processes will and will not be used throughout the election cycle.

We look forward to providing you with the level of election services selected by each municipality under the new agreements. It is the goal of the Clerk-Auditor's office to provide options, so each municipality can determine the extent of County services they desire.

We will cooperate with each municipality to provide election services to the extent each municipality wants County assistance. As County Clerk, I am confident in our election processes, and look forward to continuing with, and enhancing, our safe and secure processes. I look forward to working with each municipality toward the shared goals of election integrity and efficiency.

Sincerely,

A handwritten signature in blue ink, appearing to read 'RAS', with a long horizontal flourish extending to the right.

Ryan Sullivan  
Washington County Clerk-Auditor



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 08

**Subject:**

Consider approval of Resolution No. 2024-003R to approve the designation and appointment of representatives to the Administrative Control Board of Washington County Special Service District No. 1 (Solid Waste District Administrative Control Board).

**Item at-a-glance:**

Staff Contact: Shawn Guzman

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

This resolution will approve the designation and appointment of Councilmember Steve Kemp to the Administrative Control Board of Washington County Special Service District No. 1 (Solid Waste District Administrative Control Board).

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

N/A

**Name of Legal Dept approver:** Christina Fernandez

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF ST. GEORGE, UTAH, APPROVING THE DESIGNATION AND APPOINTMENT OF A REPRESENTATIVE TO SERVE ON THE ADMINISTRATIVE CONTROL BOARD OF WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. I FOR THE CALENDAR YEAR 2024 AND FOR SUCH TIME THEREAFTER UNTIL A SUCCESSOR HAS BEEN DESIGNATED AND APPOINTED**

**WHEREAS** Washington County Special Service District No. 1 was created by the Washington County Commission for the purpose of providing solid waste collection and disposal services for residents throughout Washington County, and

**WHEREAS** said District is governed by an administrative control board made up of representatives designated by the cities/towns in Washington County, who are thereafter approved and formally appointed by the Washington County Commission; and

**WHEREAS** the St. George City Council desires to designate Steve Kemp, a newly elected member to the city council, as one of its representatives on the District's administrative control board, to serve on said administrative control board during the calendar year 2024 and for such time thereafter until a successor has been appointed; and

**WHEREAS** all legal requirements pertaining to the designation of said representative have been met; and

**WHEREAS** said City Council deems it necessary and desirable for the preservation of the public health, safety and welfare,

**BE IT HEREBY RESOLVED** by the St. George City Council that Steve Kemp, a member of the St. George City Council, shall be, and is hereby, designated to serve as a representative for the City of St. George on the Administrative Control Board of Washington County Special Service District No. I for the calendar year 2024 and for such time thereafter until a successor has been designated and appointed.

PASSED AND ADOPTED by the City Council of the City of St. George, this 4th day of January, 2024.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Hughes \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Shawn Guzman, City Attorney



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 09

**Subject:**

Consider approval of Resolution No. 2024-004R appointing City Officers.

**Item at-a-glance:**

Staff Contact: Shawn Guzman

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

Per City code, City Officers shall be appointed on or before the first Monday in February following a municipal election.

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

Per City code, City Officers shall be appointed on or before the first Monday in February following a municipal election.

**Name of Legal Dept approver:** Christina Fernandez

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

N/A

**RESOLUTION NO. \_\_\_\_\_**

**APPOINTING OFFICERS FOR THE  
CITY OF ST. GEORGE, UTAH.**

WHEREAS, pursuant to Title 1, Chapter 7 of City Code, the City of St. George is required to appoint the following named officers on or before the first Monday in February following a municipal election:

- City Recorder – Christina Fernandez
- City Treasurer – Laura Olsen
- Chief of Police – Kyle Whitehead
- Fire Chief – Robert Stoker
- Director of Parks & Community Services – Shane Moore
- Director of Public Works – Cameron Cutler
- Director of Water Services – Scott Taylor
- Director of Energy Services – J Bryan Dial
- Director of Administrative Services – Trevor Coombs
- City Manager – John Willis

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council:

The City Council hereby appoints the above named officers for the term of two (2) years, unless sooner removed or otherwise amended by the City Council, and until their successors are appointed and qualified.

This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. George, this 4th day of January, 2023.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Hughes \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Shawn Guzman, City Attorney

**Agenda Date:** 01/04/2024

**Agenda Item Number:** 10

**Subject:**

Consider approval of Ordinance No. 2024-002 amending the approved Viviano at Red Cliffs Planned Development Residential (PD-R) zone on approximately 48.59 acres, located east of 3000 east street and north of 1140 south for the purpose of redesigning the layout, approving building elevations and unit count for a project to be known as Viviano at Red Cliffs and amending the zoning on approximately 3.5 acres from PD-C (Planned Development Commercial) to PD-R (Planned Development Residential). Case No. 2023-PDA-023

**Item at-a-glance:**

Staff Contact: Dan Boles

Applicant Name: Taylor Spendlove

Reference Number: 2023-PDA-023

Address/Location:

East of 3000 East Street and north of 1140 South

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

In 2021, The Park at Temple View PD project was first presented to the City Council. The project was a 268-unit subdivision with single-family, duplex, and townhome units. All units would be available for rent and the project was approved. On July 21, 2022, the applicant returned with an amended plan that addressed the traffic study and increased the units to 296. This amendment was also approved. Another two applications were made in 2022 and 2023 making minor adjustments and requesting additional units. The City Council required the site to maintain the original number of units and architecture. The applicant is proposing 304 units. After a public hearing, the Planning Commission recommended approval of the application with conditions.

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

The applicant is proposing a new layout, one that is more oriented towards 3000 East and shifts the site south and away from Merrill Rd. Due to the proposed changes, a Planned Development amendment application is required for review and approval.

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

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

On December 12, 2023, the Planning Commission held a public hearing on the request and recommends approval of the application with the following conditions:1.No fencing will be allowed to be placed in between units that are closer than 10 apart.2.Removal of the unusable lawn that is shown surrounding the amenity areas.3.That More character is added to the back and sides of the units that are along 3000 East and 1140 South.

PLANNING COMMISSION AGENDA REPORT: 12/12/2023  
 CITY COUNCIL AGENDA REPORT: 01/04/2023

| <b>Viviano at Red Cliffs</b><br>Zone Change (Case No. 2023-PDA-023) |   |
|---|---|
| <b>Request:</b>   | This is a request to amend the approved PD-R (Planned Development Residential) zone on approximately 44.8 acres for the purpose of redesigning the layout, elevations, and adding eight additional units to an existing undeveloped planned development known as Viviano at Red Cliffs. Additionally, approximately 3.5 acres is proposed to be rezoned from PD-C (Planned Development Commercial) to PD-R (Planned Development Residential) and incorporated into the Planned Development for a total of approximately 48.3 acres. |
| <b>Applicant:</b>   | Property Reserve Inc.   |
| <b>Representative:</b>  | Taylor Spendlove  |
| <b>Location:</b>  | East of 3000 East Street and north of 1140 South  |
| <b>General Plan:</b>  | Medium Density Residential (MDR) and Low Density Residential (LDR)  |
| <b>Existing Zoning:</b>   | PD-R (Planned Development Residential)  |
| <b>Surrounding Zoning:</b>  | North   PD-R (Planned Development Residential), PD-C (Planned Development Commercial), Washington City  |
|   | South   A-1 & Single Family Residential (R-1-10)  |
|   | East   Washington City  |
|   | West   PD-C, PD-R, Single Family Residential (R-1-10)   |
| <b>Land Area:</b>   | Approximately 48.63 acres   |

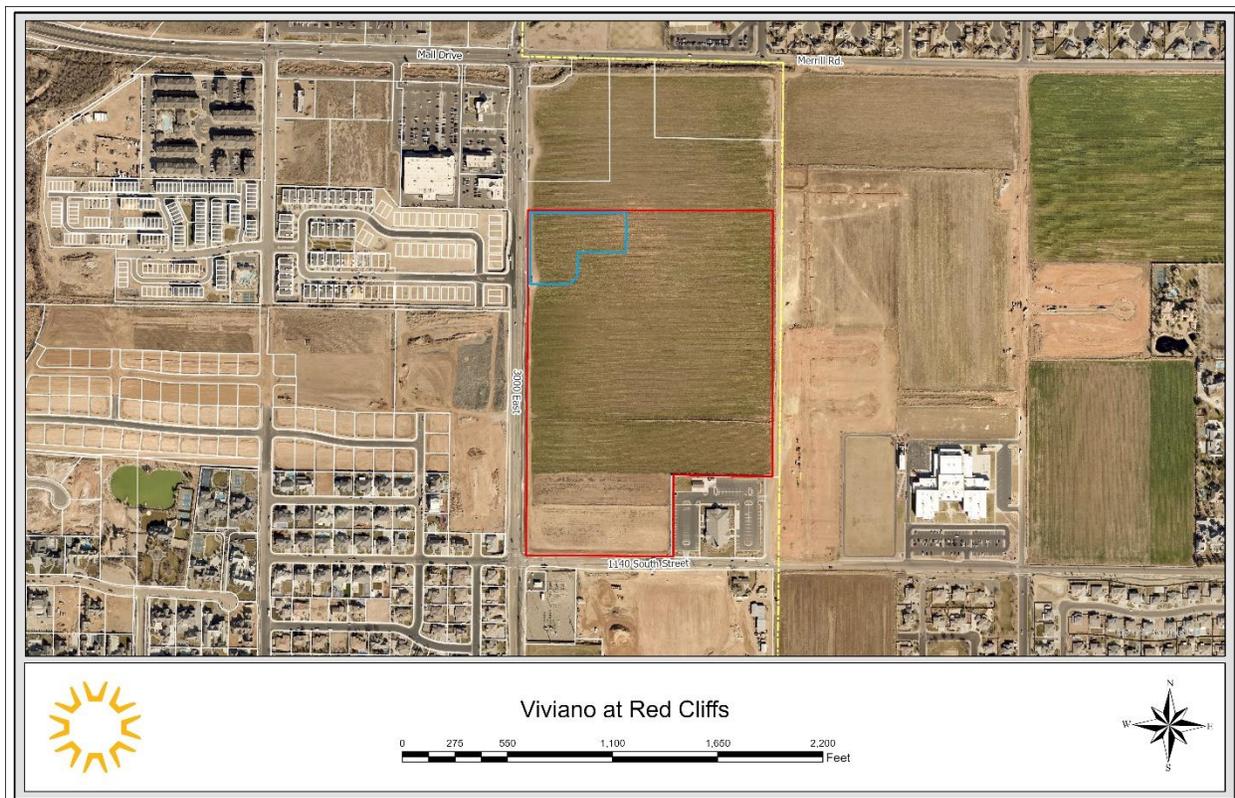
**BACKGROUND:**

In 2021, The Park at Temple View Planned Development Residential (PD-R) project was first presented to the Planning Commission and City Council. The project was a 268-unit subdivision with single-family, duplex, and townhome units. All units were to remain under single ownership and be available for rent. The project was approved conditioned on the traffic study review of the location and the need for a signal on 3000 E. Street. On July 21, 2022, the applicant returned with an amended plan that addressed the traffic study condition and increased the units to 292. This amendment was also approved. Another two applications were made in 2022 and 2023 making minor adjustments and requesting

additional units. The City Council required the site to maintain the original number of units and architecture.

On August 03, 2023, the applicant came back again to adjust the general plan designation along the northern boundary. Instead of the commercial portion of the project having a north-south orientation with commercial primarily facing 3000 East, the property owner asked for approval of a general plan amendment allowing their entire frontage along Merrill Road to be commercial. This will require a change to their plans for their PD-C previously approved. Ultimately, by doing this, this allows the project to square off and keeping the commercial and residential portions of the property more separated. In order to do this, an approximately 3.5 acre piece of the PD-C property will need to be rezoned to the PD-R designation. Additionally, the project will shift down to 1140 South where the previously approved project stayed to the north of 1140 South. In effect, the entire project shifted south approximately 600 feet.

This proposed layout rotates the clubhouse 90° to face the west (3000 East). The clubhouse design has not changed. A north/south view corridor with trail is still proposed preserving the view between the commercial area and the new Church of Jesus Christ of Latter-Day Saint temple to the north.



See the Zoning Requirements box below:

| <b>Zoning Requirements</b>  |                       |  |   |
|-----------------------------|-----------------------|--|---|
| <b>Regulation</b>           | <b>Section Number</b> | <b>Proposal</b>  | <b>Staff Comments</b>   |
| <b>Setbacks</b>             | 10-7F-4               | The setbacks will be:<br>Front: 25'<br>Side 10'<br>Rear: 15', 20', 30'   | These setbacks meet the regulations as long as there will not be fencing between the single-family homes and there is a 30' setback if the property is adjacent to a single family zone.                                      |
| <b>Uses</b>                 | 10-7F-2               | Residential and amenity space  | This meets regulations  |
| <b>Height and Elevation</b> | 10-7F-2               | Proposed maximum height of units: 30'2"<br>Proposed maximum height of clubhouse: 34'. See plans for elevations | The maximum height for this zone is 40'. The proposed structures meet the height requirements.  |
| <b>Density</b>              | 10-7F-2               | At 304 units over 48.3 acres, the density will be 6.29 du/ac   | This meets the density requirements for the MDR zone which is between 5-9 du/ac.  |
| <b>Schools, Churches</b>    | 10-7F-2               | None proposed  | N/A   |
| <b>Phasing Plan</b>         | 10-7F-2               | There will be three phases. Phase 1: 39 units, Phase 2: 181 units, Phase 3: 83 units                           | Four amenities will be required to be completed before 50% of the housing units are finished.   |
| <b>Landscape Plan</b>       | 10-7F-2               | The landscaping plan is attached. There will be 24.59 acres or 50.87% of total open space.                     | This meets the requirements of 30% of landscape.  |
| <b>Utilities</b>            | 10-7F-2               | None shown   | Comments from FIRE: The concern would be with the road widths, access for their apparatus especially with trees and dead ends. These can be addressed in JUC.<br><br>Comments from WATER/SEWER: We will need to see a utility |

|                      |         |   |  |
|----------------------|---------|---|--|
|                      |         |   | master plan for Viviano to make sure the layout will work.   |
| <b>Solid Waste</b>   | 10-7F-2 | None shown  | This will be coordinated with JUC during the site plan review process.   |
| <b>Lighting</b>      | 10-7F-2 | The proposed lighting plan includes standard street lighting as well as bollard lighting along the center trail and uplighting for the monument entryway signs.   | The street lighting will need to meet city standards. The bollard lighting meets our regulations and will be privately maintained. The lighting for the monument signs will need to meet the night sky standards.  |
| <b>Turning Space</b> | 10-7F-2 | There will be three full movement intersections added. One will be located on 3000 E. and two to 1140 South where residents can access the light on 3000 East.  | The street widths and design will be required to meet city standards for turning capabilities.   |
| <b>Amenities</b>     | 10-7F-5 | The amenities will include a clubhouse (with library, tech center, outdoor fireplaces, kitchen, workout room), pool, lazy river, pickleball courts, Fire Pit, Hammock Park, BBQ areas, playgrounds, a dog park and community parks. | They are required to have at least four amenity spaces and that the four amenity spaces are completed before 50% of the housing units are completed. They are exceeding this requirement and staff will ensure that the required amenities are completed before the 152 <sup>nd</sup> unit is completed. |
| <b>Overlay Zones</b> | 10-13   | N/A   | N/A  |
| <b>Parking</b>       | 10-19   | All units will have a two-car garage and a 25 foot driveway in front of the two-car garage. There will also be 172 additional parking spaces within the community.  | They meet the parking requirements for each unit (one covered and one uncovered). With 304 units, they will be required to put in 101 guest parking spaces (one per three units). Each unit will have one designated guest parking on their driveway. This meets the regulations.                        |

|                                      |       |   |  |
|--------------------------------------|-------|---|--|
| <b>EVCS<br/>And<br/>Bike Parking</b> | 10-19 | Electronic Vehicle Charging Station (EVCS) conduit is not shown. Bike parking is shown near the amenity area. | For their clubhouse, they will be required to put in conduit for one EVCS and a bike rack that holds at least two bikes (preferably more). |
|--------------------------------------|-------|---|--|

**RECOMMENDATION:**

Planning Commission held a public hearing on December 12, 2023, and recommends approval of this Zone Change with the following conditions:

1. No fencing will be allowed to be placed in between units that are closer than 10' apart.
2. Removal of the unusable lawn that is shown surrounding the amenity areas.
3. That More character is added to the back and sides of the units that are along 3000 East and 1140 South.

**ALTERNATIVES:**

1. Approve as presented.
2. Approve with conditions.
3. Deny the application as presented.
4. Continue the proposed PD amendment to a later date.

**POSSIBLE MOTION:**

"I move that we approve the PD amendment for Viviano at Red Cliffs as presented, case no. 2023-PDA-022, based on the findings and subject to the conditions listed in the staff report including the conditions from Planning Commission."

**FINDINGS FOR APPROVAL:**

1. The proposed project meets the requirements of the planned development mixed use zone as found in the zoning regulations.
2. There will be adequate parking on site to facilitate the development.

## **Exhibit A**

### **Applicant's Narrative**

Viviano at Red Cliffs

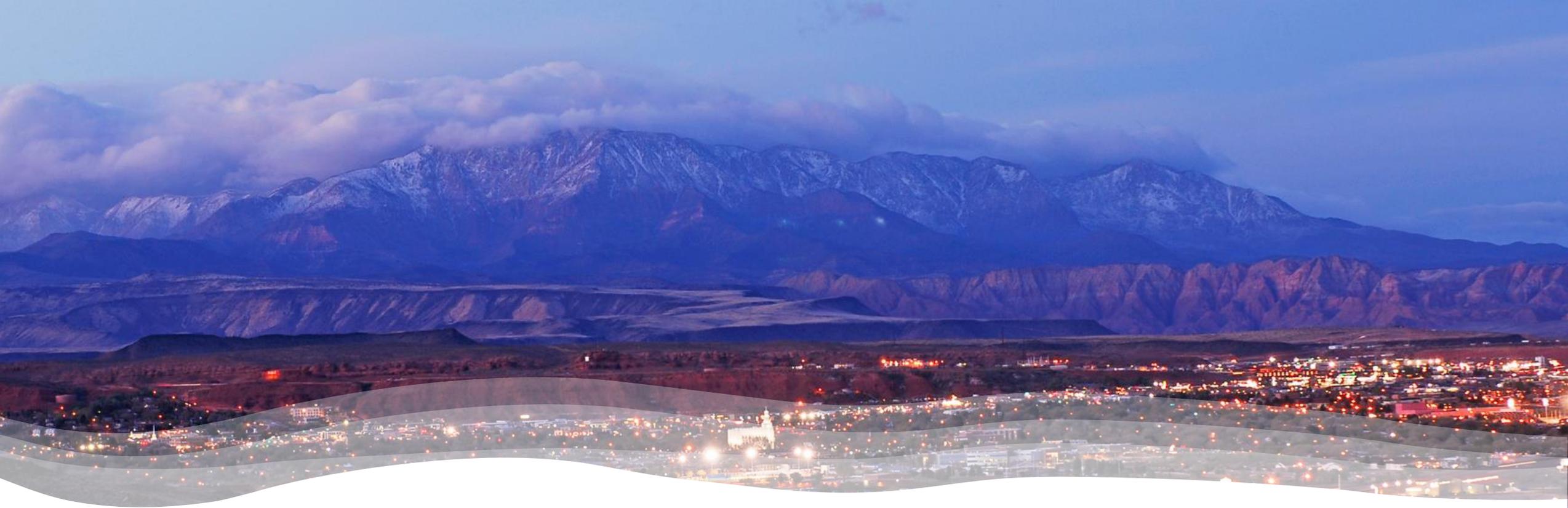
10/11/23

Viviano at Red Cliffs located at the property around 1140 South and 3000 East, St. George City, UT is a mixed-use Residential development. The property is 48.338 acres in size and will use single family units, Twin Home Units, Patio Home Units and Front Load Townhomes throughout the neighborhood. The Total number of proposed units is 304 with a Gross Density of 6.29 du/ac. The development will also feature a clubhouse and pool area, dog park, open space, walking trails, pavilions, and community parks. A phasing plan is provided in the submittal package along with a detailed colored landscaping plan which will provide a detailed view of what the anticipated layout will look like. Along with the phasing and landscaping plan, Civil drawings showing the roadways, utilities, and homesites will give you an understanding of how this development will come together.

Running through the center of the development is a master planned regional storm channel. Due to the shallow bury depth our community development plan shows that there will be a walking corridor that runs the entire length of the development from North to South and will be landscaped and will tie into the future commercial development to the North.

## **Exhibit B**

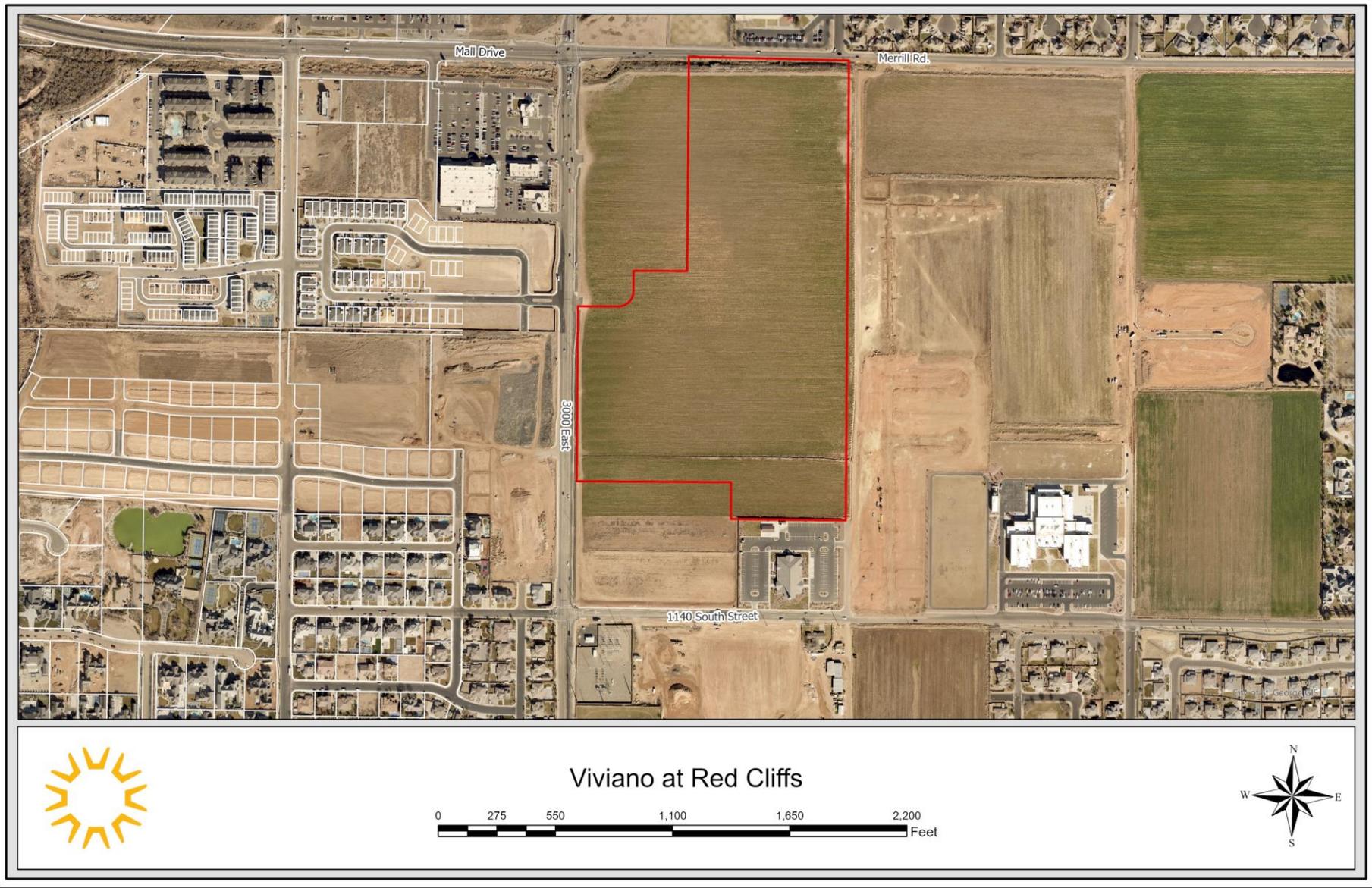
### **PowerPoint Presentation**



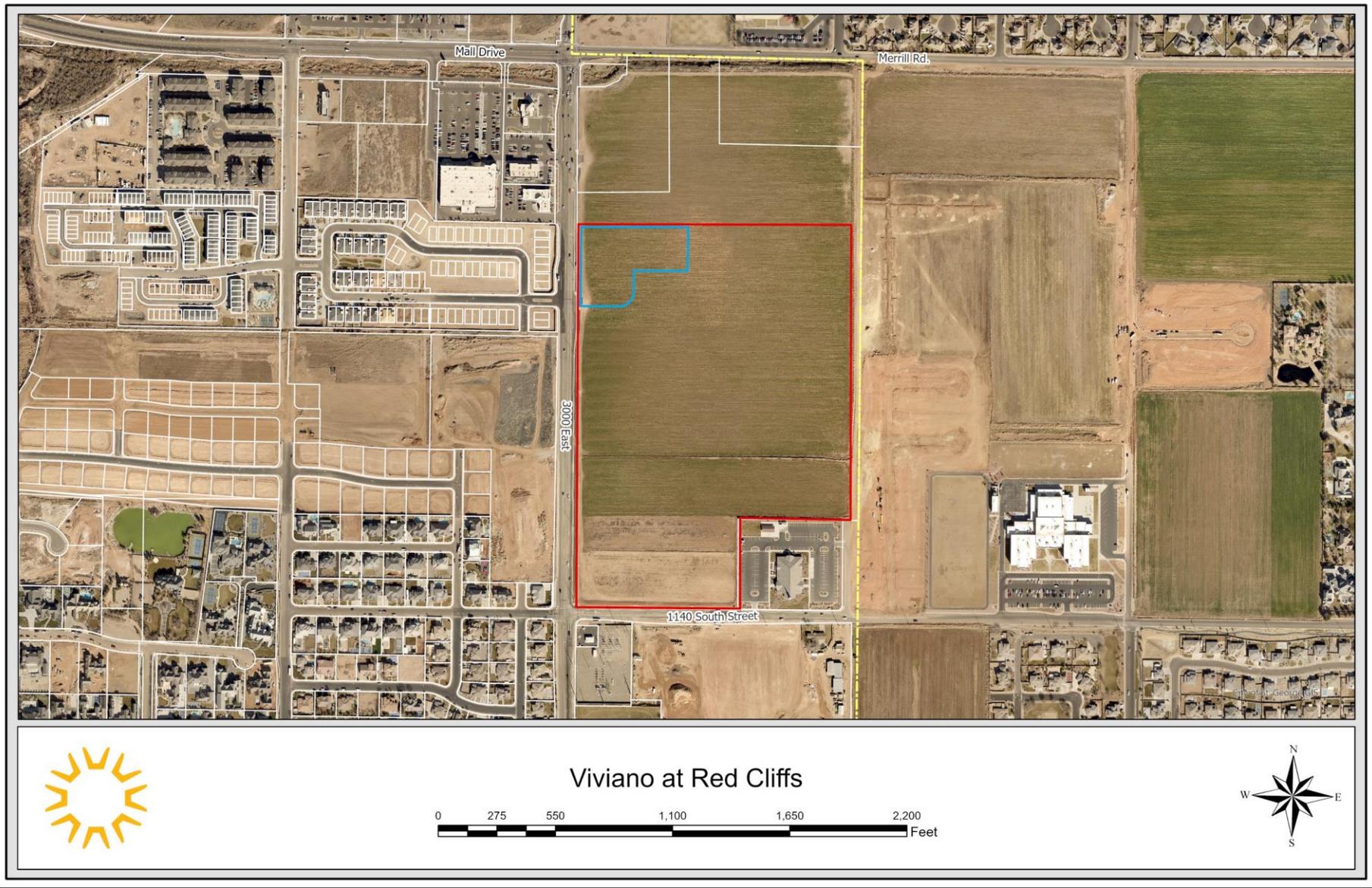
2023-PDA-023

# Viviano at Red Cliffs

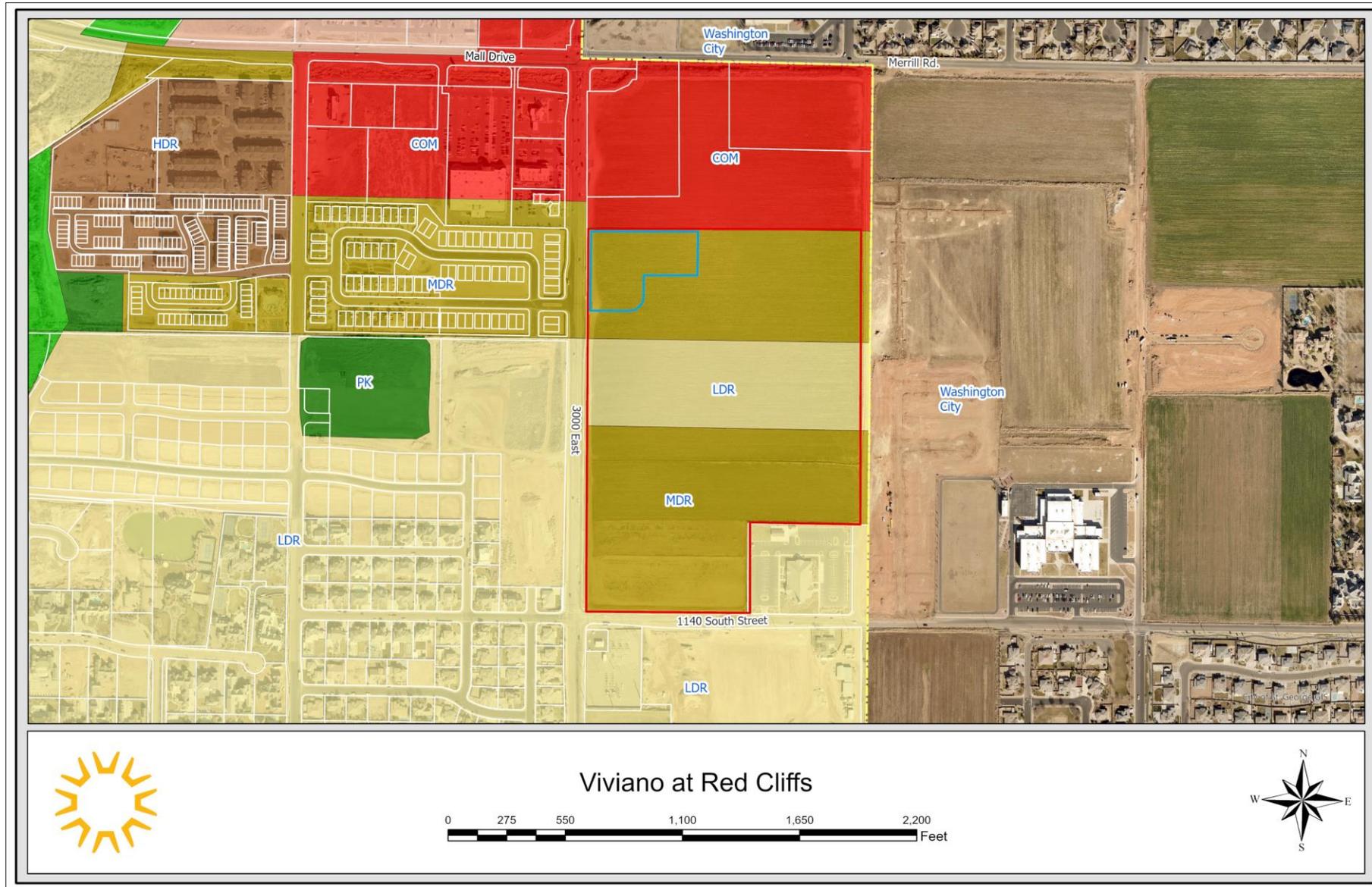
# Aerial Map (Previous Location)



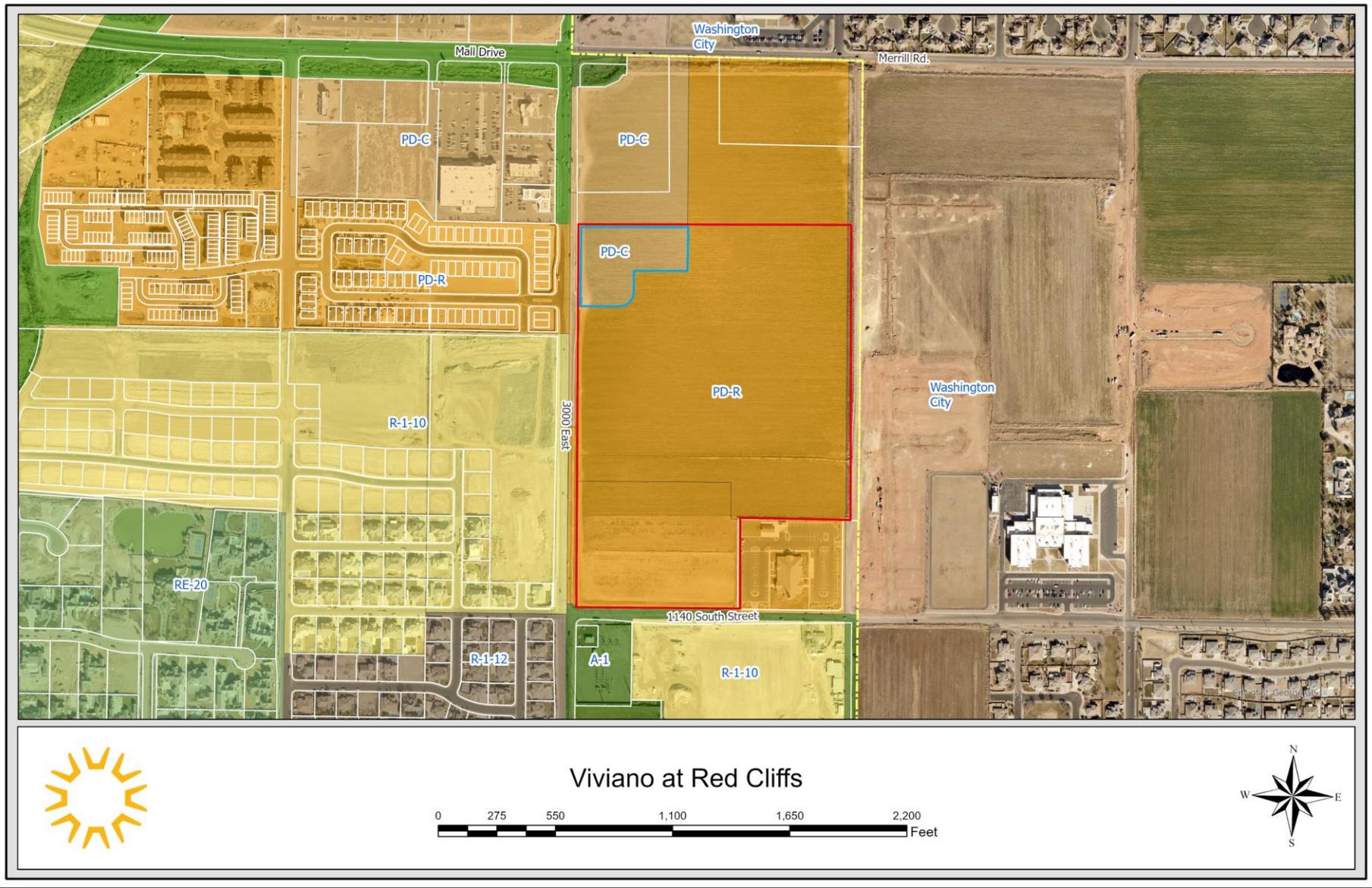
# Aerial Map (Proposed Location)



# Land Use Map



# Zoning Map



# Previously Approved Site Plan



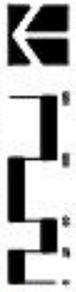
|                     |            |
|---------------------|------------|
| Single Family Units | 64         |
| Twin Home Units     | 74         |
| Patio Home Units    | 16         |
| Town Home Units     | <u>142</u> |
| Total               | 296        |

**Site Summary**

|  |            |
|--|------------|
| Site Area                                    | 48.232 Ac  |
| Total Units                                  | 296        |
| Single-family Units                          | 64         |
| Twin Home Units                              | 74         |
| Patio Home Units                             | 16         |
| Front-load Townhomes                         | 142        |
| <small>(Includes 15 mixed townhomes)</small> |            |
| Gross Density                                | 6.13 du/ac |

**Concept Plan**  
Viviano at Red Cliffs  
St George Utah

November 22, 2022



# Proposed Site Plan



### Site Summary

|                      |            |
|----------------------|------------|
| Site Area            | 48.338 Ac  |
| Total Units          | 304        |
| Single-family Units  | 60         |
| Twin Home Units      | 38         |
| Patio Home Units     | 48         |
| Front-load Townhomes | 158        |
| Gross Density        | 6.29 du/ac |

|                     |            |
|---------------------|------------|
| Single Family Units | 60         |
| Twin Home Units     | 38         |
| Patio Home Units    | 48         |
| Town Home Units     | <u>158</u> |
| Total               | 304        |

**Concept Plan**  
 Viviano at Red Cliffs  
 St George Utah

November 17, 2023

**efk** Think Architecture

# Proposed Landscaping Plan



## Open Space Summary

|                  |       |    |        |
|------------------|-------|----|--------|
| Total Site Area  | 48.34 | Ac |        |
| Total Open Space | 24.59 | Ac | 50.87% |

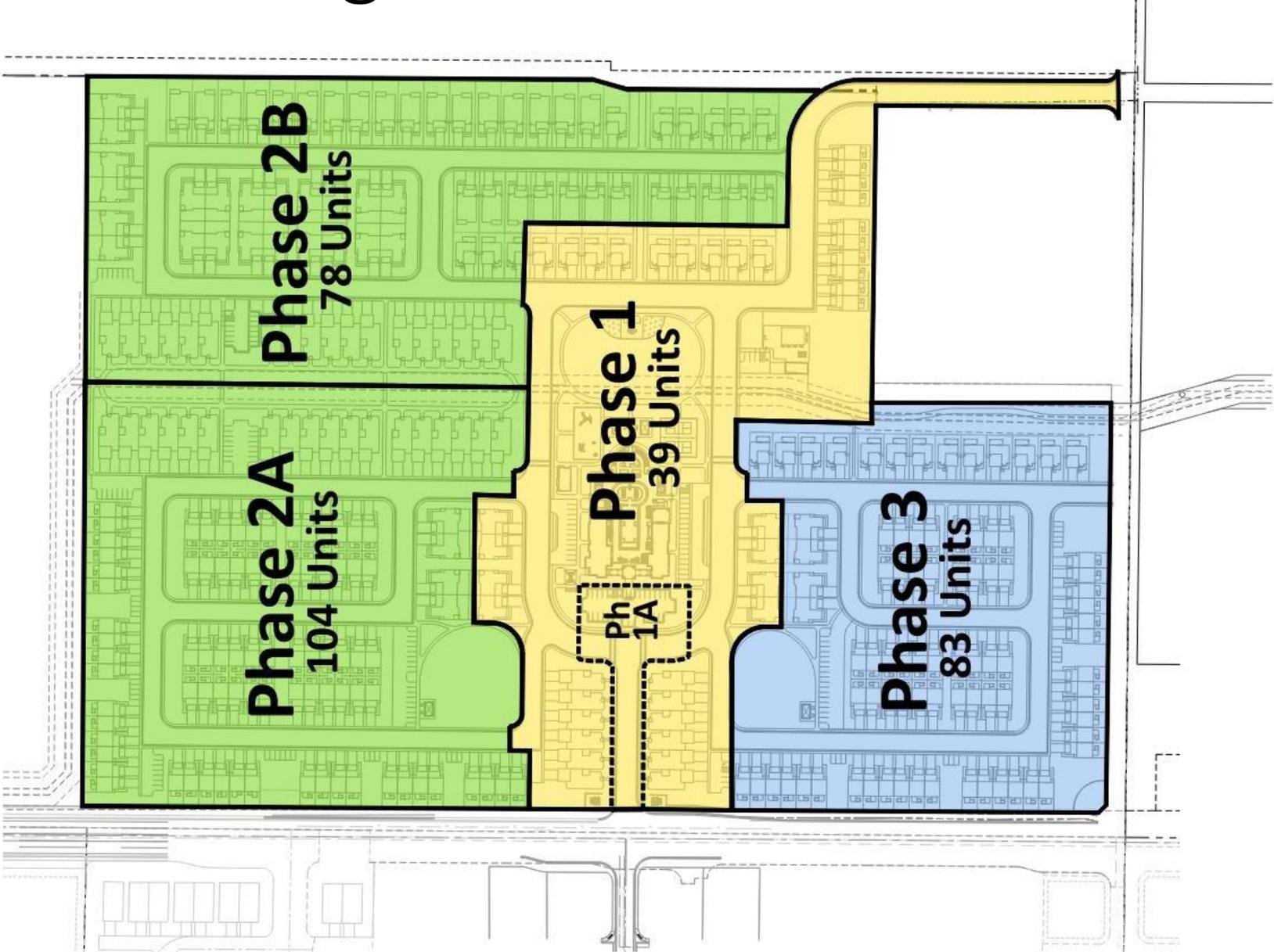
| Active Open Space     |          |      |           |
|-----------------------|----------|------|-----------|
| Turf Area (irrigated) | 143205   | 3.29 | Ac 6.80%  |
| Walkways              | 253760.5 | 5.83 | Ac 12.05% |
| Amenities             | 16395.86 | 0.38 | Ac 0.78%  |
| Clubhouse             | 9383     | 0.22 | Ac 0.45%  |

| Passive Open Space |          |       |           |
|--------------------|----------|-------|-----------|
| Xeriscape areas    | 648349.2 | 14.88 | Ac 30.79% |
|                    |          | 24.59 | Ac 50.87% |

## Landscape Areas

-  Turf Areas (6.53%)
-  Xeriscape Landscape
-  Tree Plantings

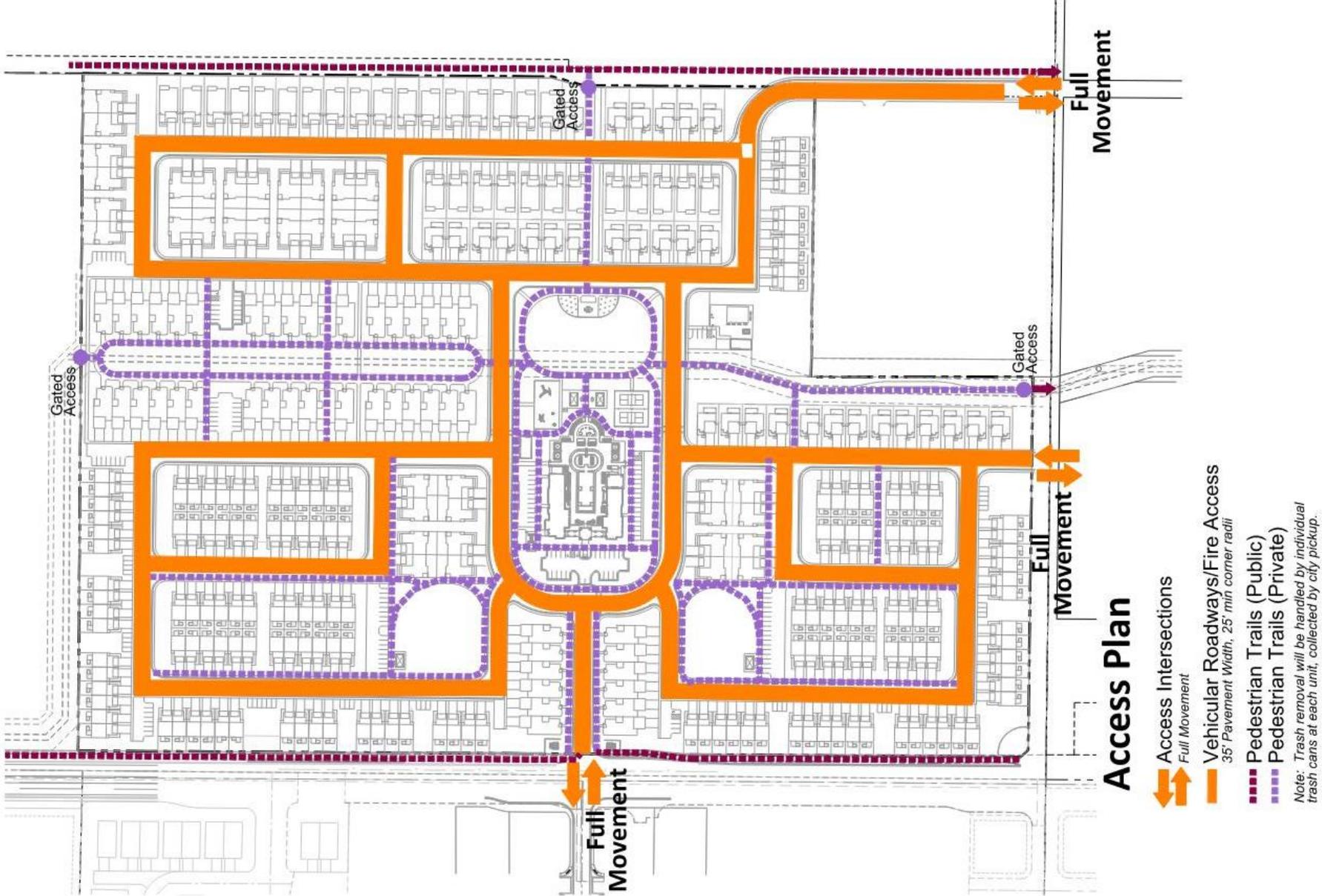
# Proposed Phasing Plan



## Project Phasing

*Note: Project will be built sequentially in one construction phase. Phasing areas indicate areas construction will begin first. Unit counts in each phase are approximate and may be adjusted for construction efficiency.*

# Access Plan



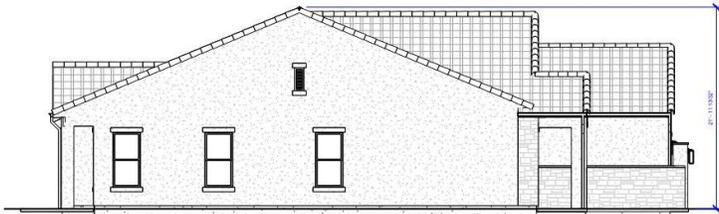
# Clubhouse



# Single Family Elevation A



FRONT ELEVATION



LEFT ELEVATION



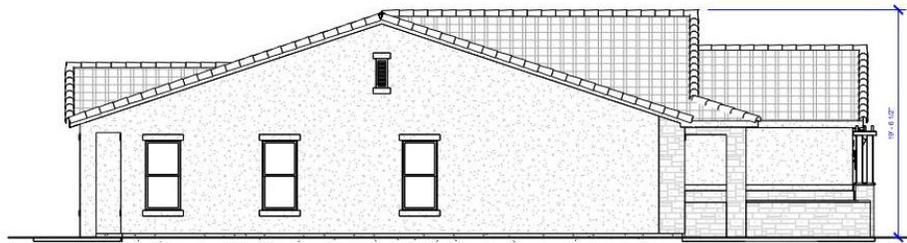
REAR ELEVATION



# Single Family Elevation B



FRONT ELEVATION



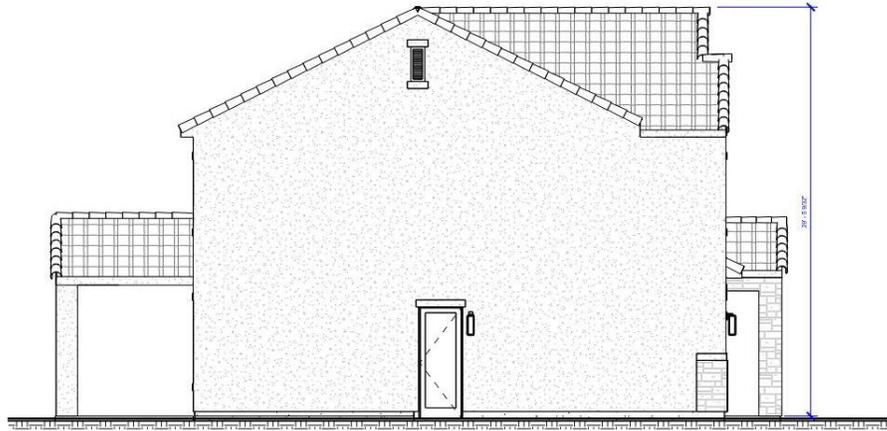
LEFT ELEVATION



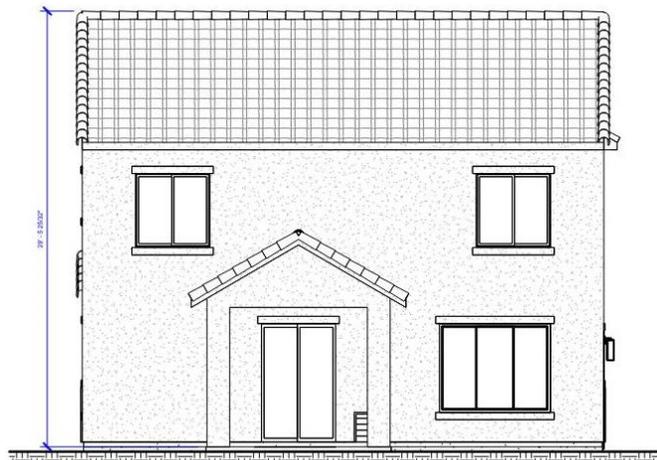
REAR ELEVATION



# Single-Family Two-Story A



LEFT ELEVATION



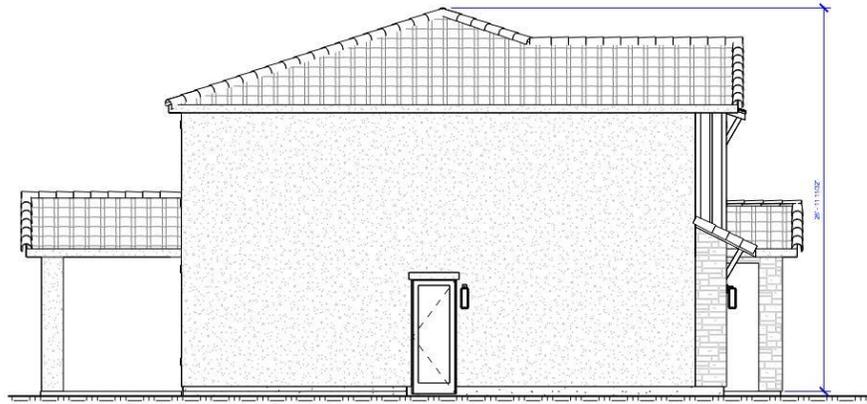
REAR ELEVATION



FRONT ELEVATION



# Single Family Two Story B



LEFT ELEVATION



FRONT ELEVATION



REAR ELEVATION



# Four Plex Townhome A



# Updated Four Plex Townhome A



FRONT ELEVATION



LEFT / RIGHT ELEVATIONS



REAR ELEVATION



REAR PERSPECTIVE



# Four Plex Townhome B



FRONT ELEVATION



LEFT / RIGHT  
ELEVATIONS



REAR ELEVATION



# Updated Four Plex Townhome B



FRONT ELEVATION



LEFT / RIGHT ELEVATIONS



REAR ELEVATION



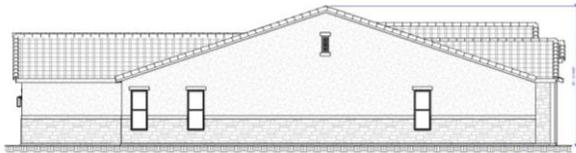
REAR PERSPECTIVE



# Six Plex Patio Townhomes



FRONT ELEVATION

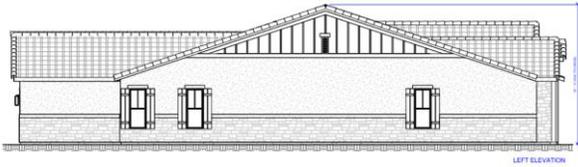


LEFT ELEVATION

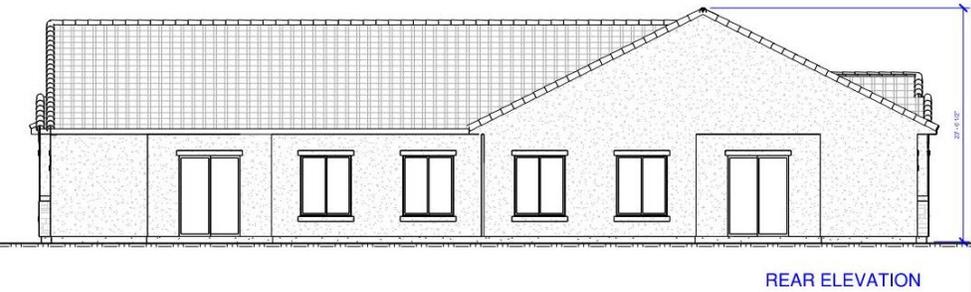


REAR ELEVATION

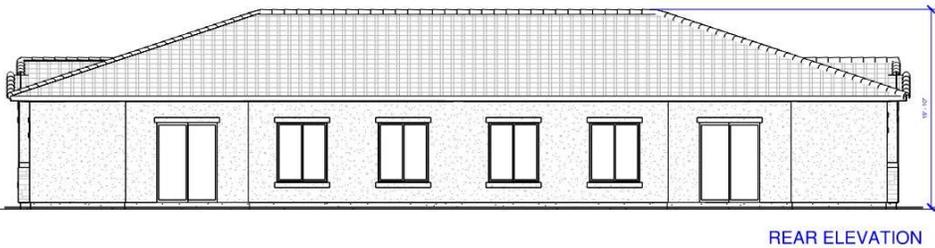
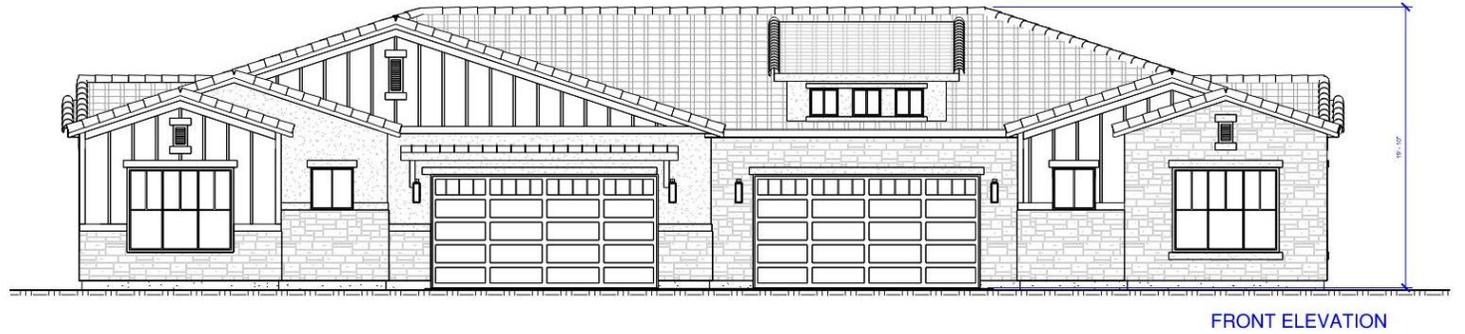
# Updated Six Plex Patio Townhomes



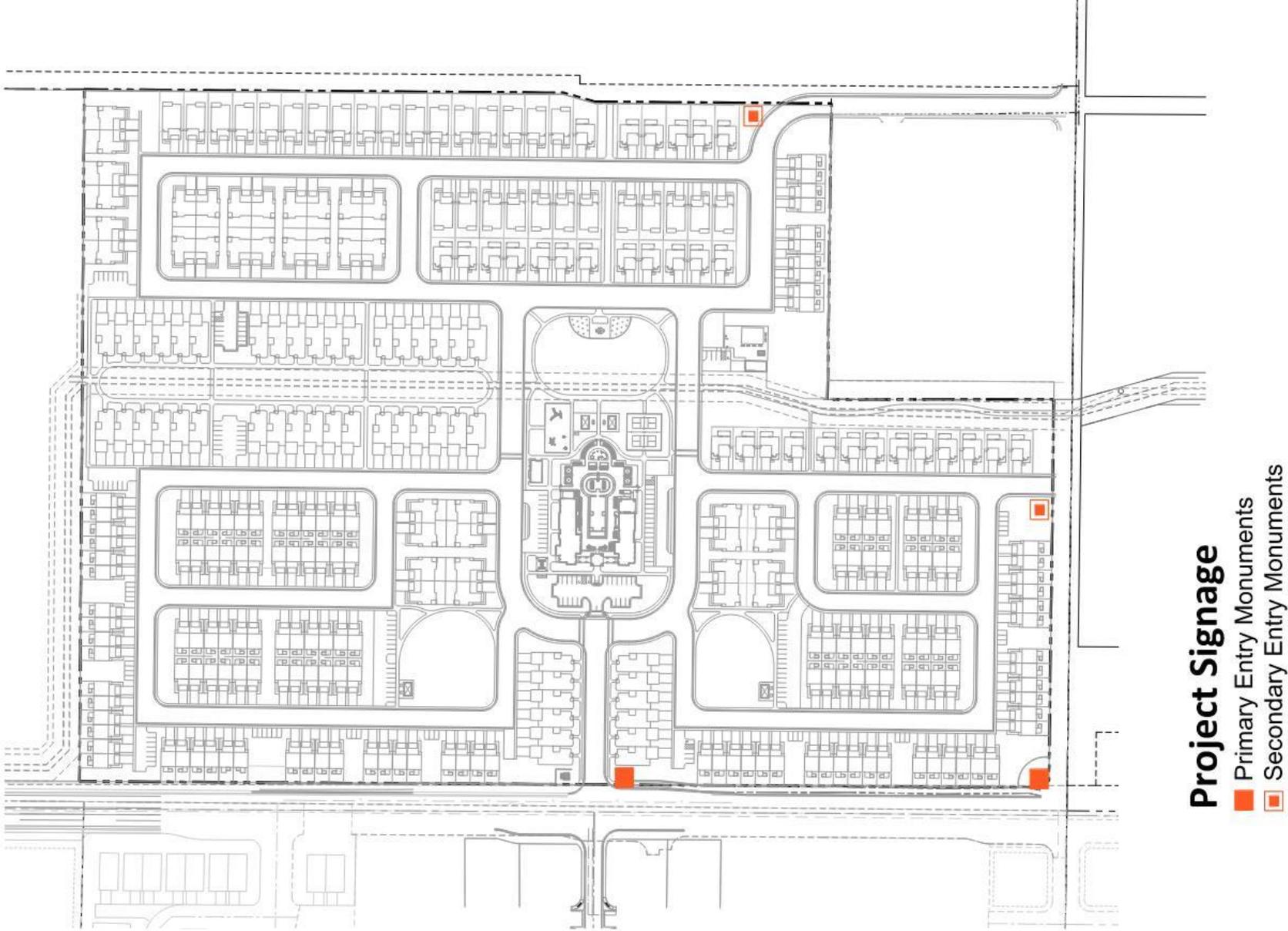
# Duplex Plan A



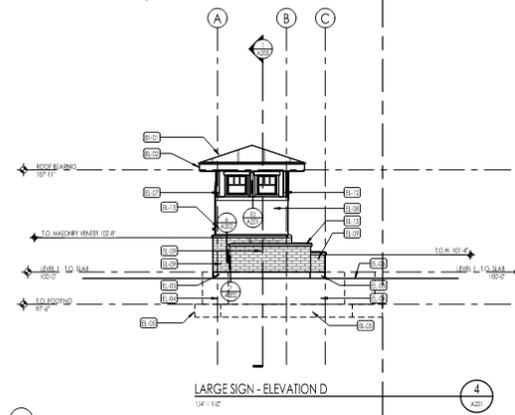
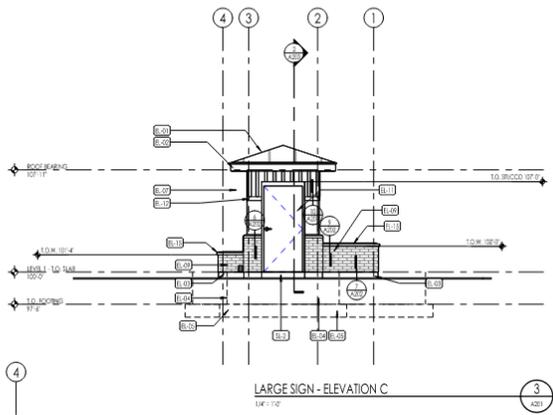
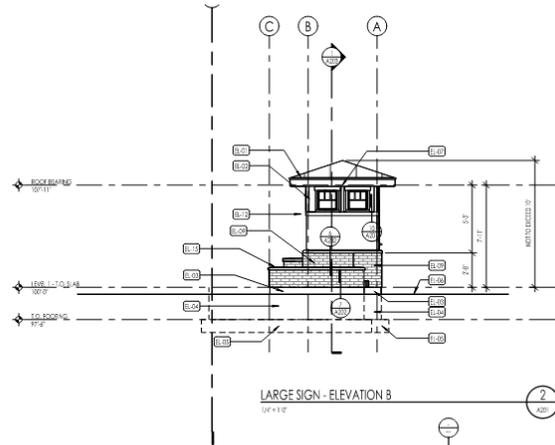
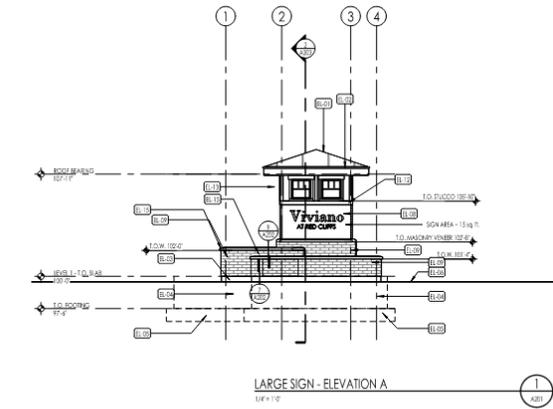
# Duplex Plan B



# Signage

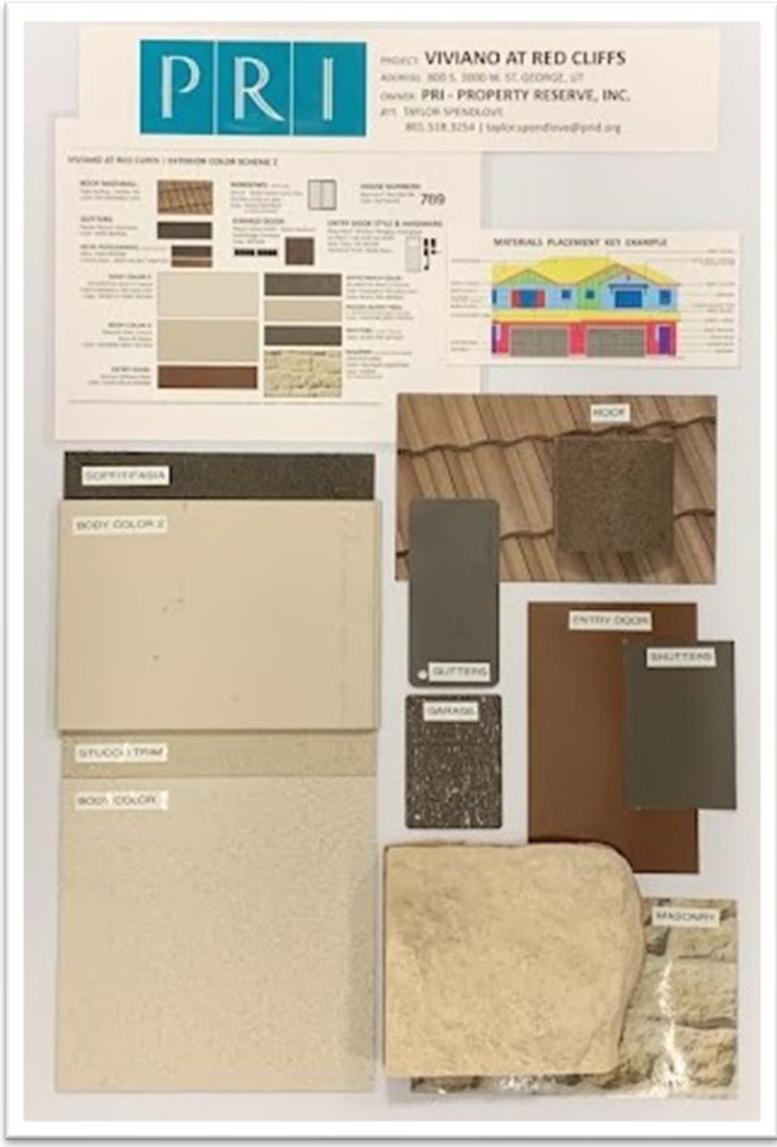
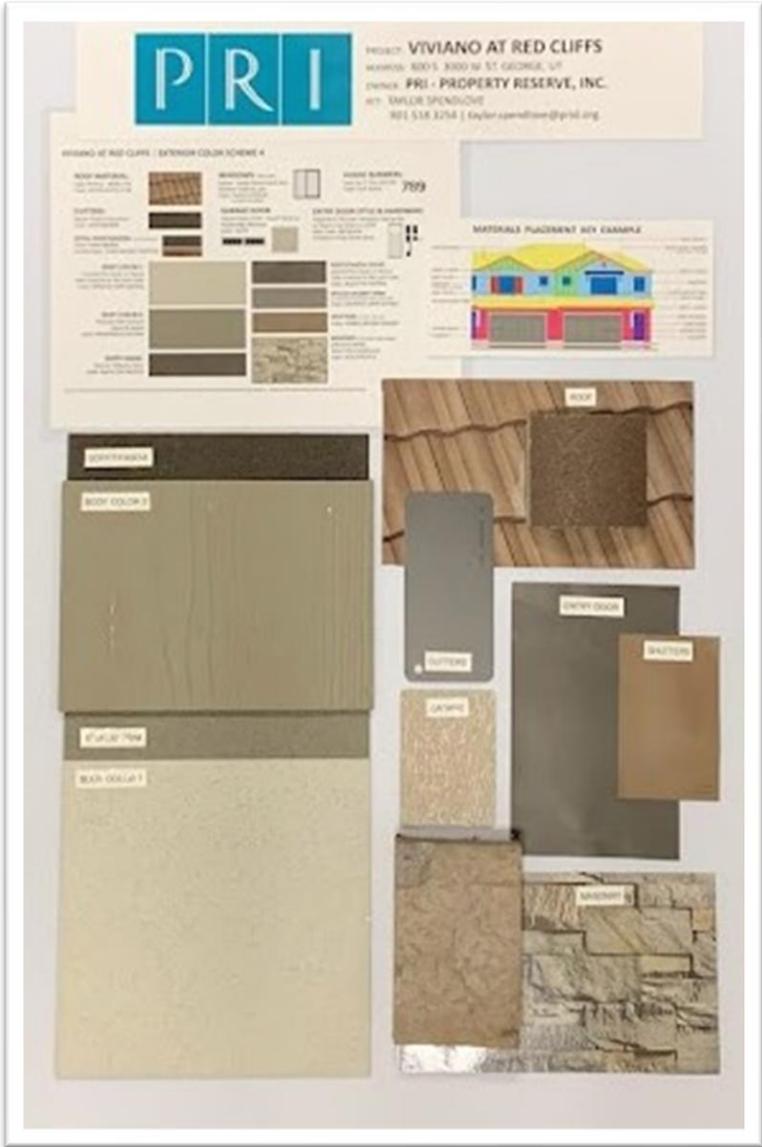


# Signage





# Material Board



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE APPROVED VIVIANO AT RED CLIFFS PLANNED DEVELOPMENT RESIDENTIAL (PD-R) ZONE ON APROXIMATELY 48.59 ACRES, LOCATED EAST OF 3000 EAST STREET AND NORTH OF 1140 SOUTH FOR THE PURPOSE OF REDESIGNING THE LAYOUT APPROVING BUILDING ELEVATIONS AND UNIT COUNT FOR A PROJECT TO BE KNOWN AS VIVIANO AT RED CLIFFS AND AND AMENDING THE ZONING ON APPROXIMATELY 3.5 ACRES FROM PD-C (PLANNED DEVELOPMENT COMMERCIAL) TO PD-R (PLANNED DEVELOPMENT RESIDENTIAL).**

(Viviano at Red Cliffs)

**WHEREAS**, the project has previously received zoning approval with various amendments, most recently on January 5, 2023, on approximately 48.59 acres, located generally east of 3000 East Street and south of Merrill Road with a certain layout and configuration of development; and

**WHEREAS**, the property owner has requested to amend the PD-R (Planned Development Residential) zone and shift the development to the south on property owned by the developer and zoned PD-R and keeping the 48.3 acre size, located generally east of 3000 East Street and north of 1140 South. The review includes the redesign of the layout, elevations, landscaping, parking, and amenities; and

**WHEREAS**, the Planning Commission held a public hearing on this request on December 12, 2023, and recommended approval of the application with the following conditions:

1. No fencing will be allowed to be placed in between units that are closer than 10' apart.
2. Removal of the unusable lawn that is shown surrounding the amenity areas.
3. That More character is added to the back and sides of the units that are along 3000 and 1140 east.

**WHEREAS**, the City Council has determined that the requested PD amendment is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Enactment.** The approved planned development within the PD-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 amended site 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 upon passage and publication as required by law.

APPROVED AND ADOPTED by the St. George City Council, this 4<sup>th</sup> day of January 2024.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Hughes \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

## Exhibit "A" – Legal Description

### Viviano at Red Cliffs

Beginning at a point on the east line of 3000 East Street said point being South 88°37'42" East 35.99 feet along the section line and South 00°22'18" West 793.33 feet to and along said east line of 3000 East Street from the North Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, to the point of beginning and running:

thence South 89°35'58" East 1,295.68 feet to a point on the west line of 3210 East Street, (and being also the East line of the vacated portion of said street by said Entry No. 20220048824);

thence South 00°29'30" West 895.29 feet along said west line;

thence South 15°49'09" West 62.42 feet along said west line;

thence South 00°29'30" West 440.91 feet along said west line;

thence North 89°20'36" West 16.50 feet;

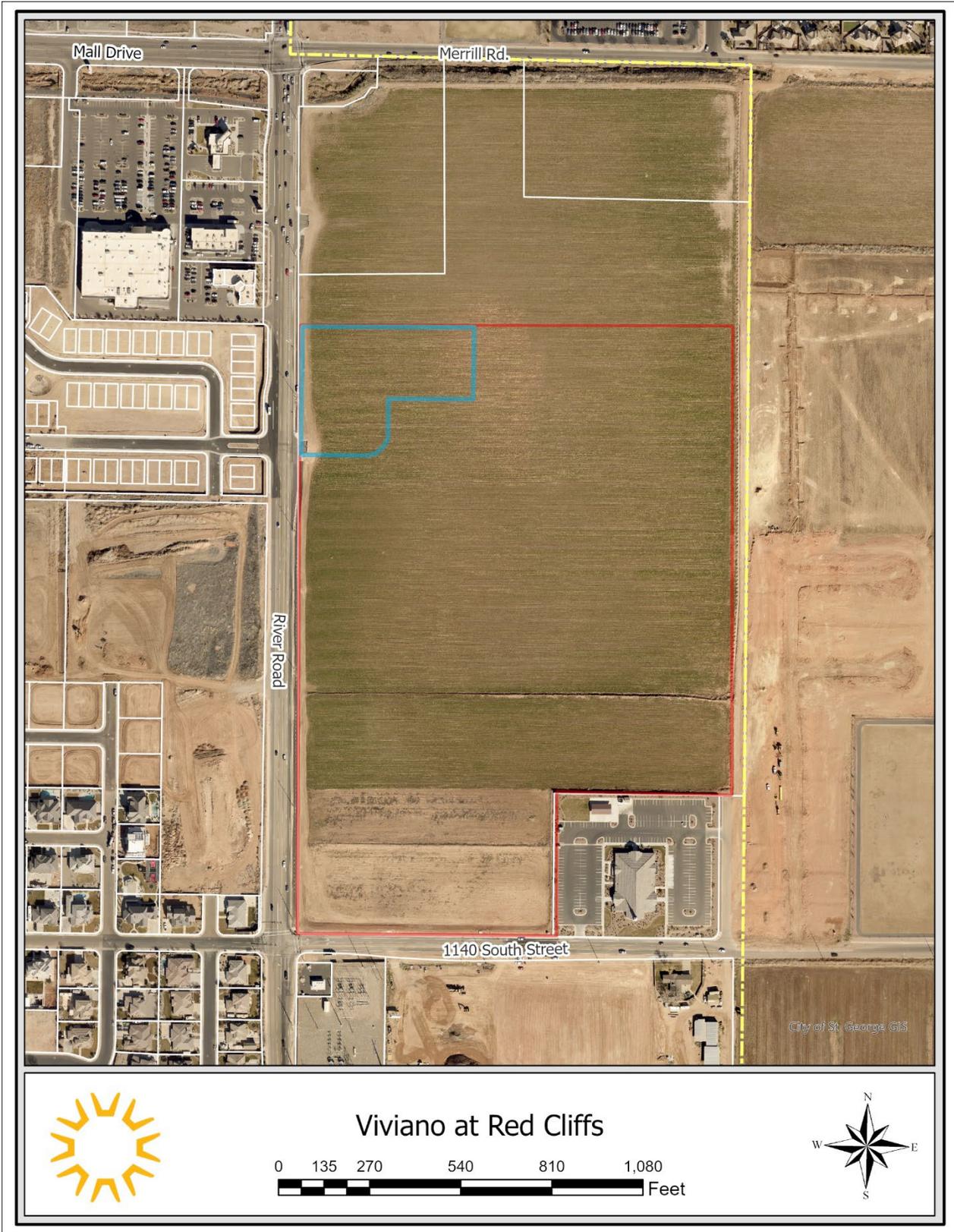
thence North 89°16'00" West 499.02 feet;

thence South 00°23'38" East 423.01 feet to a point on the north line of 1140 South Street; thence North 89°16'03" West 747.44 feet along said north line;

thence North 44°11'02" West 18.74 feet along said north line to said east line of 3000 East Street; thence North 00°22'18" East 1,798.72 feet along said east line to the point of beginning.

Contains 2,116,410 square feet or 48.586 acres and 9 Parcels

# Exhibit "B" – Parcel Exhibit



Viviano at Red Cliffs



# Exhibit "C" – Site Plan



November 17, 2023



**Concept Plan**  
 Viviano at Red Cliffs  
 St George Utah

**Agenda Date:** 01/04/2024

**Agenda Item Number:** 11

**Subject:**

Consider approval of a preliminary plat for the Viviano at Red Cliffs development, a 12-lot subdivision located east of 3000 East and north of 1140 South. Case No. 2023-PP-042

**Item at-a-glance:**

Staff Contact: Dan Boles

Applicant Name: Taylor Spendlove (Property Reserve, Inc)

Reference Number: 2023-PP-042

Address/Location:

The property is located on the north-east corner of 3000 East and 1140 South.

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

The Viviano project has been under consideration and had various iterations over the course of the past two years. A plat was approved in 2022. This proposed revised plat includes the church lot on the south-east corner of the site and the commercial property adjacent to Merrill Rd. The Planning Commission held a public meeting to discuss the application and recommended approval with conditions.

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

The boundary of the plat has changed along with the layout of the project making it necessary for the preliminary plat to be revised. This application will bring the plat in line with the proposed revision of the PD.

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

**Budget Impact:** No Impact

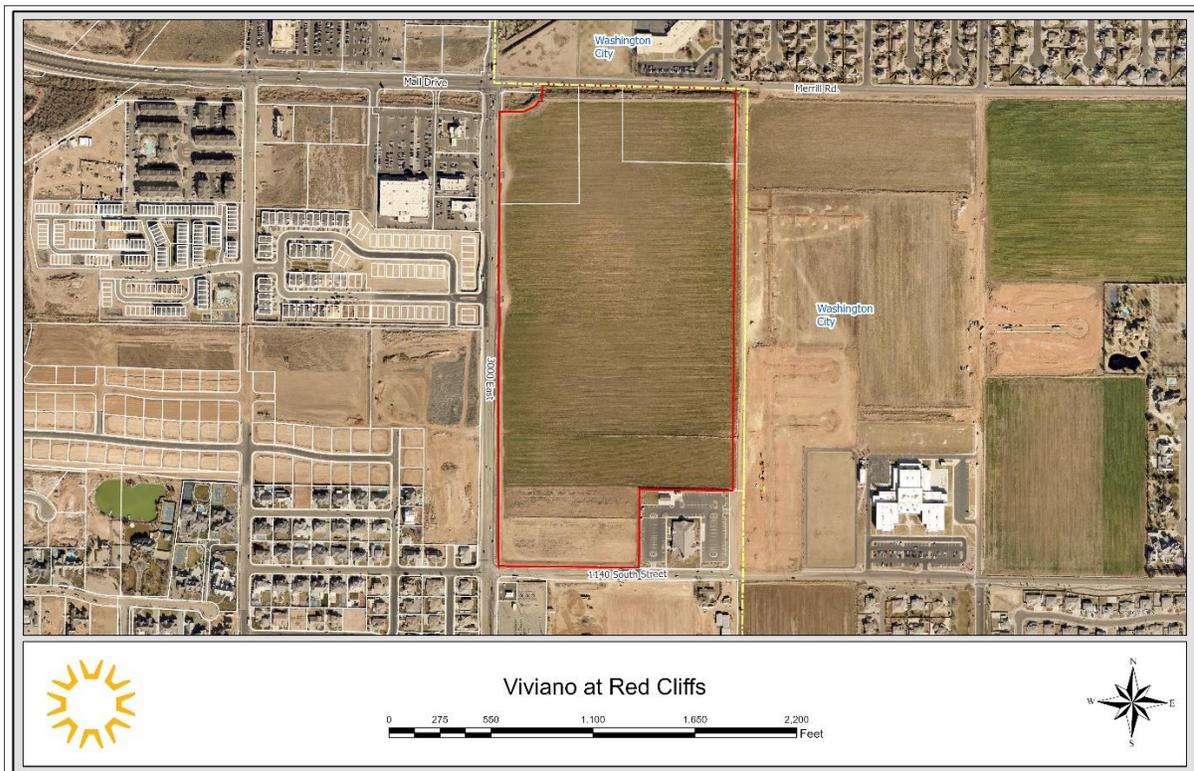
**Recommendation (Include any conditions):**

Planning Commission held a public meeting on December 12, 2023, to discuss the proposed preliminary plat. They recommend approval of the application with the following conditions: 1. That all of the department reviews are adhered to including Parks, Water, Planning, Engineering & the City Surveyor prior to final plat. 2. That the parcels are all labeled and are called lots. 3. That an application for a final plat is filed with the city prior to subdividing the property. 4. That the church parcel on the south-east corner of the development is added to the plat. The applicant has revised the plat since the PC meeting and a copy is attached to this report.

PLANNING COMMISSION AGENDA REPORT: **12/12/2023**  
CITY COUNCIL AGENDA REPORT: **01/04/2023**

Preliminary Plat  
**Viviano at Red Cliffs Preliminary Plat**  
Case No. 2023-PP-042

- Request:** The applicant is requesting approval of a preliminary plat to divide the property into 11 lots. The purpose for this preliminary plat is to create separate legal lots in the PD-R (Planned Development Residential) & PD-C (Planned Development Commercial) zones.
- Representative:** Taylor Spendlove or Josh Nowell (Property Reserve, Inc)
- Parcel Numbers:** SG-6506, SG-6504, & SG-5-2-34-144
- Location:** The property is located on the north-east corner of 3000 East and 1140 South.
- Total Acreage:** Approximately 70.95 acres (3,090,569 ft<sup>2</sup>)
- Existing Zoning:** PD-R (Planned Development Residential) & PD-C (Planned Development Commercial)
- General Plan:** MDR (Medium Density Residential), LDR (Low Density Residential) & COM (Commercial)



**Adjacent zones:** North – Washington City  
South – Agricultural, minimum lot size 1 acres (A-1), R-1-10 (Single Family, 10,000 ft<sup>2</sup> minimum lot size)  
East – Washington City  
West – R-1-10 (Single Family, 10,000 ft<sup>2</sup> minimum lot size), PD-C (Planned Development Commercial), PD-R (Planned Development Residential)

**Background & Analysis:** The Viviano project has been under consideration and had various iterations over the course of the past two years. A plat was approved in 2022. However, the boundary of the plat has changed along with the layout of the project making it necessary for the preliminary plat to be revised. This application will bring the plat in line with the proposed revision of the PD.

Lot 11, which is the commercial property (not part of the PD Amendment application) is the largest of the lots at 21.78 acres. The smallest is labeled Lot 9 and is 1.168 acres in size. Because the units will be rental units, each unit is not required to have its own lot. The property is naturally cut up into sections because of the streets, hence the ten additional lots.

**Recommendation:** Planning Commission held a public meeting on December 12, 2023, to discuss the proposed preliminary plat. They recommend approval of the application with the conditions listed below and an added condition that the church parcel on the south-east corner of the site is included in the plat.

**Alternatives:**

1. Approve as presented.
2. Approve with conditions.
3. Deny the application as presented.
4. Continue the proposed preliminary plat into the future.

**Sample Motion:** “I move that we approve the Viviano at Red Cliffs Preliminary Plat request, application number 2023-PP-042, based on the findings and subject to the conditions noted in the staff report.”

**Conditions:**

1. That all of the department reviews are adhered to including Parks, Water, Planning, Engineering & the City Surveyor prior to final plat.
2. That the parcels are all labeled and are called lots.
3. That an application for a final plat is filed with the city prior to subdividing the property.
4. That the church parcel on the south-east corner of the site is included in the plat.

**Possible Findings:**

1. That the plat is consistent with and compliant to the zoning on the property.
2. That the plat will not leave any remnant property unaccounted for.
3. That development in the plat is consistent with the PD amendment previously proposed by the applicant.

Exhibit A  
Presentation



# Viviano at Red Cliffs Preliminary Plat

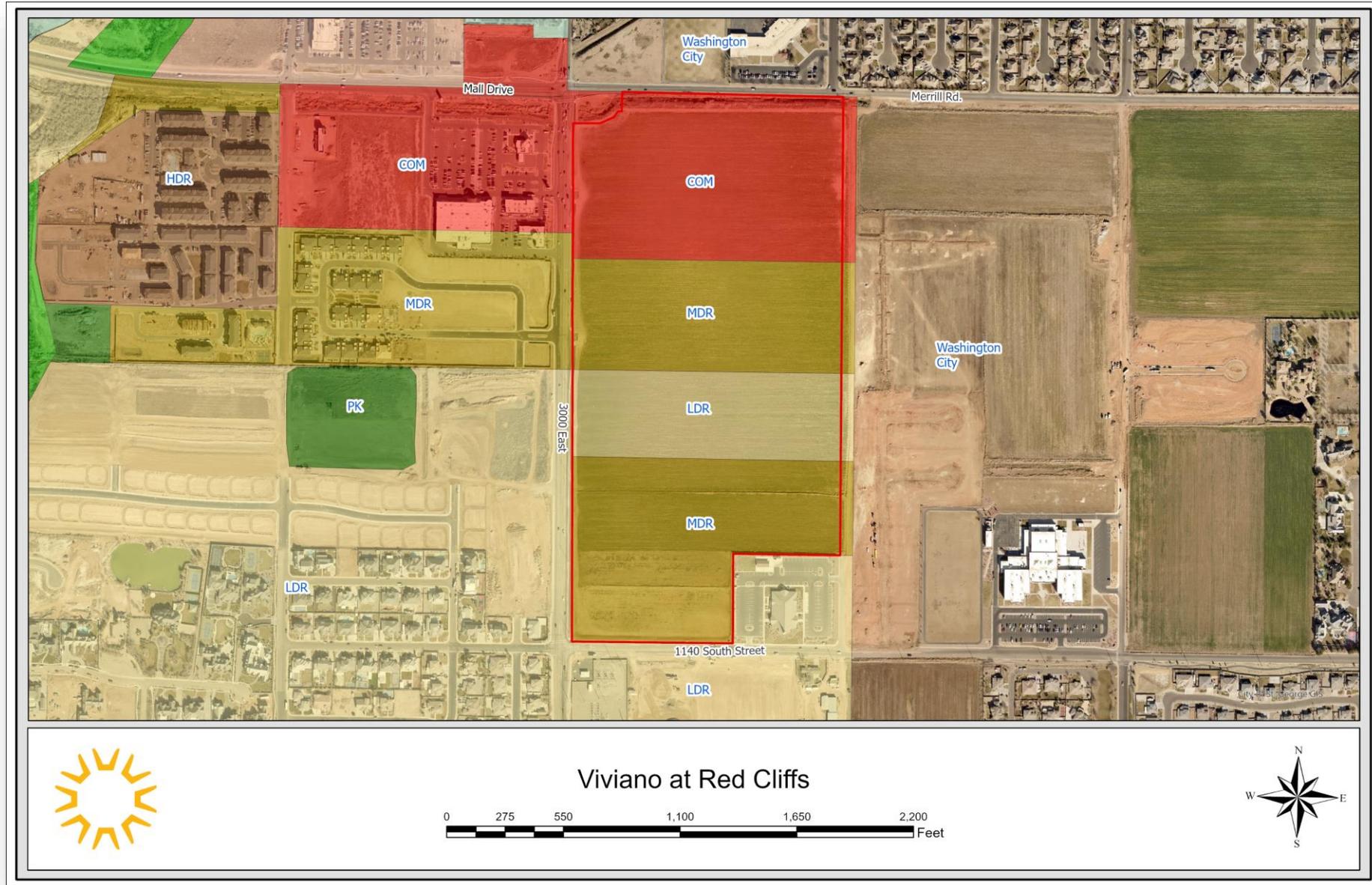
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2023-PP-042

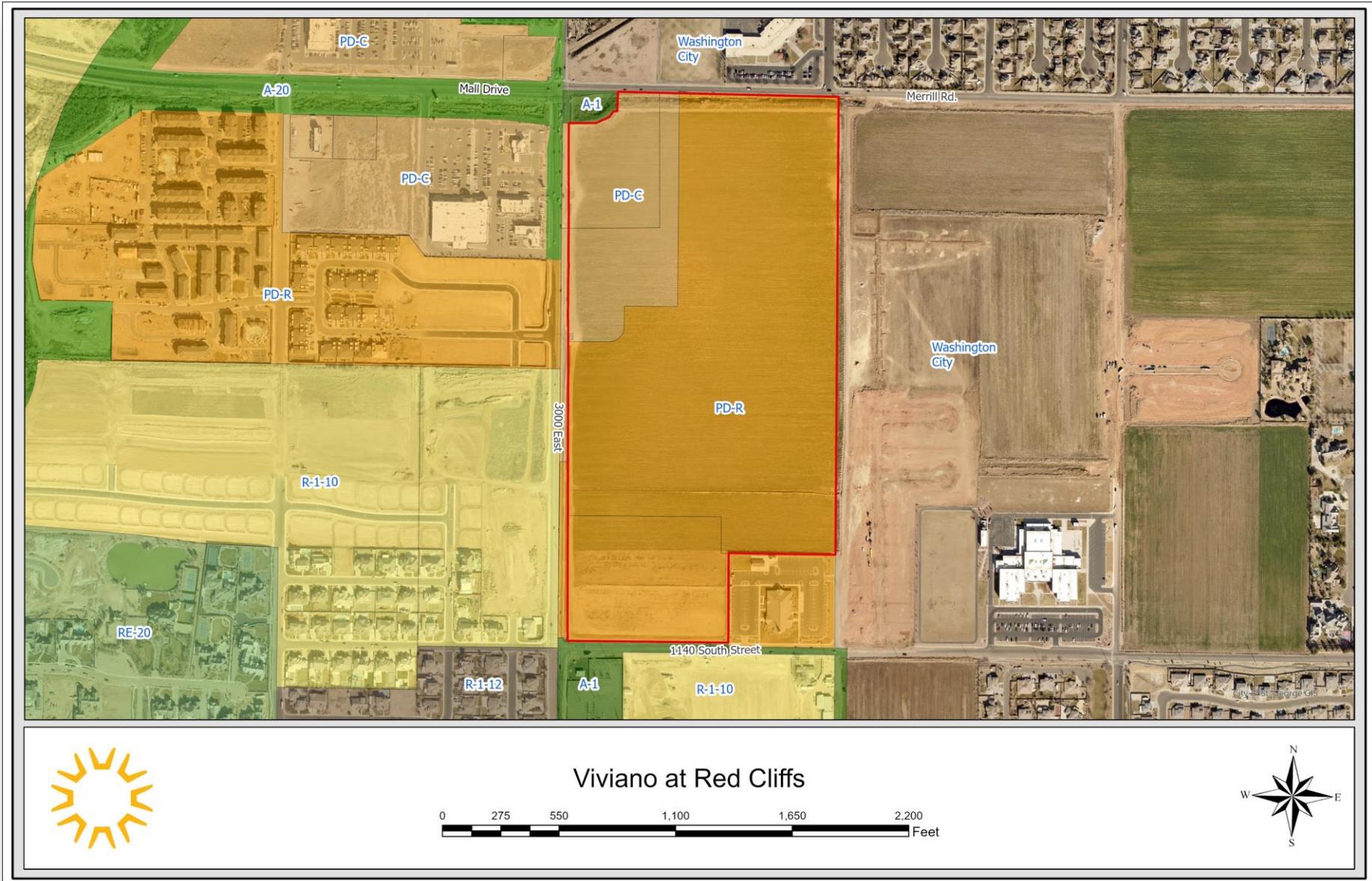




# Land Use Map



# Zoning Map





**Agenda Date:** 01/04/2024

**Agenda Item Number:** 12

**Subject:**

Consider approval of Ordinance No. 2024-003 changing the zone from RE 12.5 (Residential Estates minimum lot size 12,500 sq. ft.) and OS (Open Space) to A-1 (Agriculture 1 acre minimum lot size) on approximately 1.6 acres located at the corner of Quarry Ridge Drive and Knolls Drive to develop a single family residential lot to be known as the Lex Ence Property. Case No 2023-ZC-019

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Bob Hermanson

Reference Number: 2023-ZC-019

Address/Location:

NE Corner of Quarry Ridge Dr and Knolls Dr.

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

This application is to change the Zone from RE 12.5 (Residential Estates 12,500 sq. ft. minimum lot size) and OS (Open Space) to A-1 (Agricultural 1acre sq. ft. minimum lot size) to build a single-family residence with an attached garage and a barn on the property. The property does sit in the floodway and floodplain so they will have to work with Public Works to meet any requirements that are needed to mitigate building in the floodway and floodplain. The zone change is consistent with other property in the area which allows animals and animal uses on property. The surrounding properties to the north, south, east, and west in the area are zoned Open Space, Agricultural and Residential Estates. Before the meeting there was one resident who submitted a letter in favor of the zone change. At their meeting held on December 12, 2023, the Planning Commission held a public hearing and recommended approval with a vote of 7-0 and no conditions.

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

The applicant is seeking approval for the zone change from RE 12.5 (Residential Estates 12,500 sq. ft. minimum lot size) and OS (Open Space) to A-1 (Agriculture 1-acre minimum lot size) to for the purpose of building a single family residential lot. The proposed application is consistent with the residential development in the area.

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

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

With a vote of 7-0 the Planning Commission recommended approval of the Lex Ence Property zone change with no conditions.



**BACKGROUND:**

This application is to change the Zone from RE 12.5 (Residential Estates 12,500 sq ft minimum lot size) and OS (Open Space) to A-1 (Agricultural 1acre sq ft minimum lot size) to build a single-family residence with an attached garage and a barn on the property. The property does sit in the floodway and floodplain so they will have to work with Public Works to meet any requirements that are needed to mitigate building in the floodway and floodplain. The zone change is consistent with other property in the area which allows animals and animal uses on property. The surrounding properties to the north, south, east, and west in the area are zoned Open Space, Agricultural and Residential Estates.

**RECOMMENDATION:**

Staff recommend approval of the zone change for the Lex Ence Property.

**ALTERNATIVES:**

1. Recommend approval of this Zone Change.
2. Recommend denial of this Zone Change.
3. Table the proposed Zone Change to a specific date.

**POSSIBLE MOTION:**

The City Council approves the Zone Change for Lex Ence Property with no conditions.

**FINDINGS FOR APPROVAL:**

1. The proposed land-uses are compatible with the surrounding land uses in this area.
2. This zone change will not be harmful to the health, safety and general welfare of residents and businesses in the area.

## Narrative



**Bush and Gudgell, Inc.**  
Engineers • Planners • Surveyors  
www.bushandgudgell.com

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November 17, 2023

St George City  
Community Development Department  
175 North 200 East  
St George, UT

Re: Lex Ence Property Zone Change Application

To whom it may concern:

We are submitting a Zone Change application for the Lex Ence Property lying on the northeast corner of Quarry Ridge Drive and Knolls Drive. The applicant desires to have the zone changed from its existing split designation of OS/RE 12.5 to a designation of A-1. This request is in keeping with the zoning in the area.

We greatly appreciate your consideration.

Sincerely,  
Bush and Gudgell, Inc.

Bob Hermandson  
President

## Public Comment

12/7/23, 9:00 AM

City of St. George Mail - Case No. 2023-ZC-019



Michael Hadley <michael.hadley@sgcity.org>

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### Case No. 2023-ZC-019

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Norman Frazier [REDACTED]  
To: "michael.hadley@sgcity.org" <michael.hadley@sgcity.org>

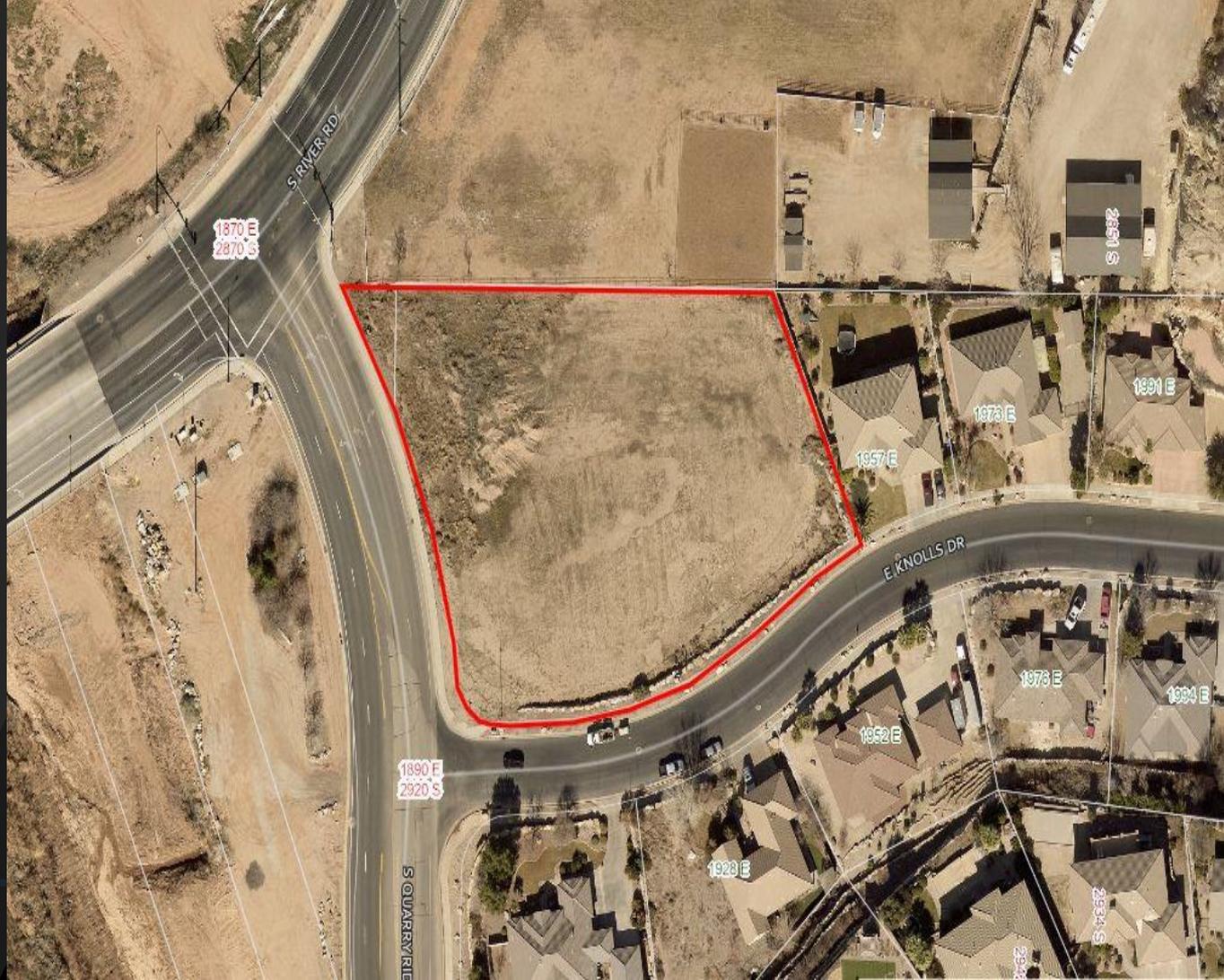
Thu, Dec 7, 2023 at 8:48 AM

I live at [1973 Knolls Dr](#) and the Ence's' have their horse barn and horses behind my house. They take great care of the property and the animals. I have no objection to this change. It will be a great use of the property. Teri Frazier

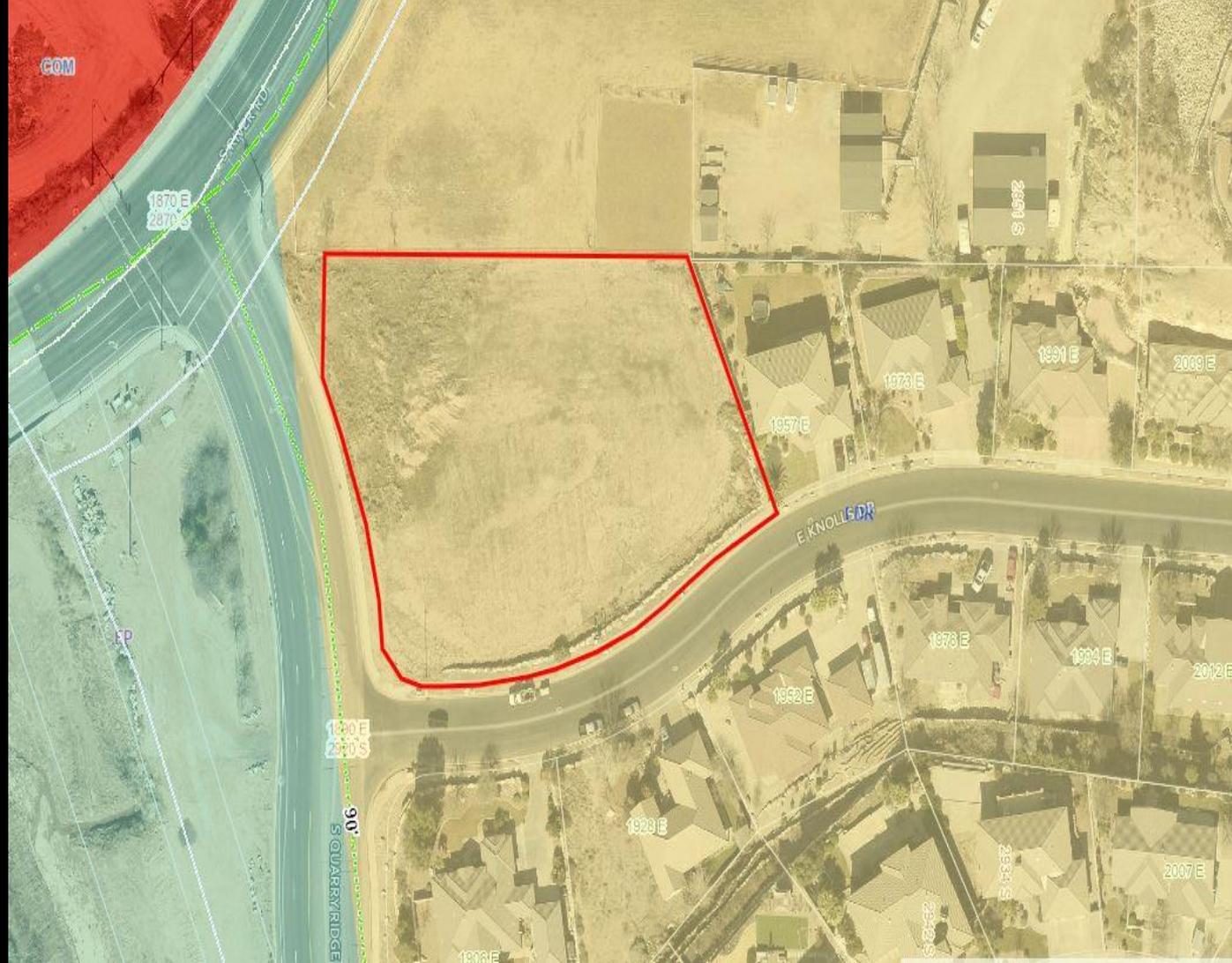


Lex Ence Property  
2023-PDA-019

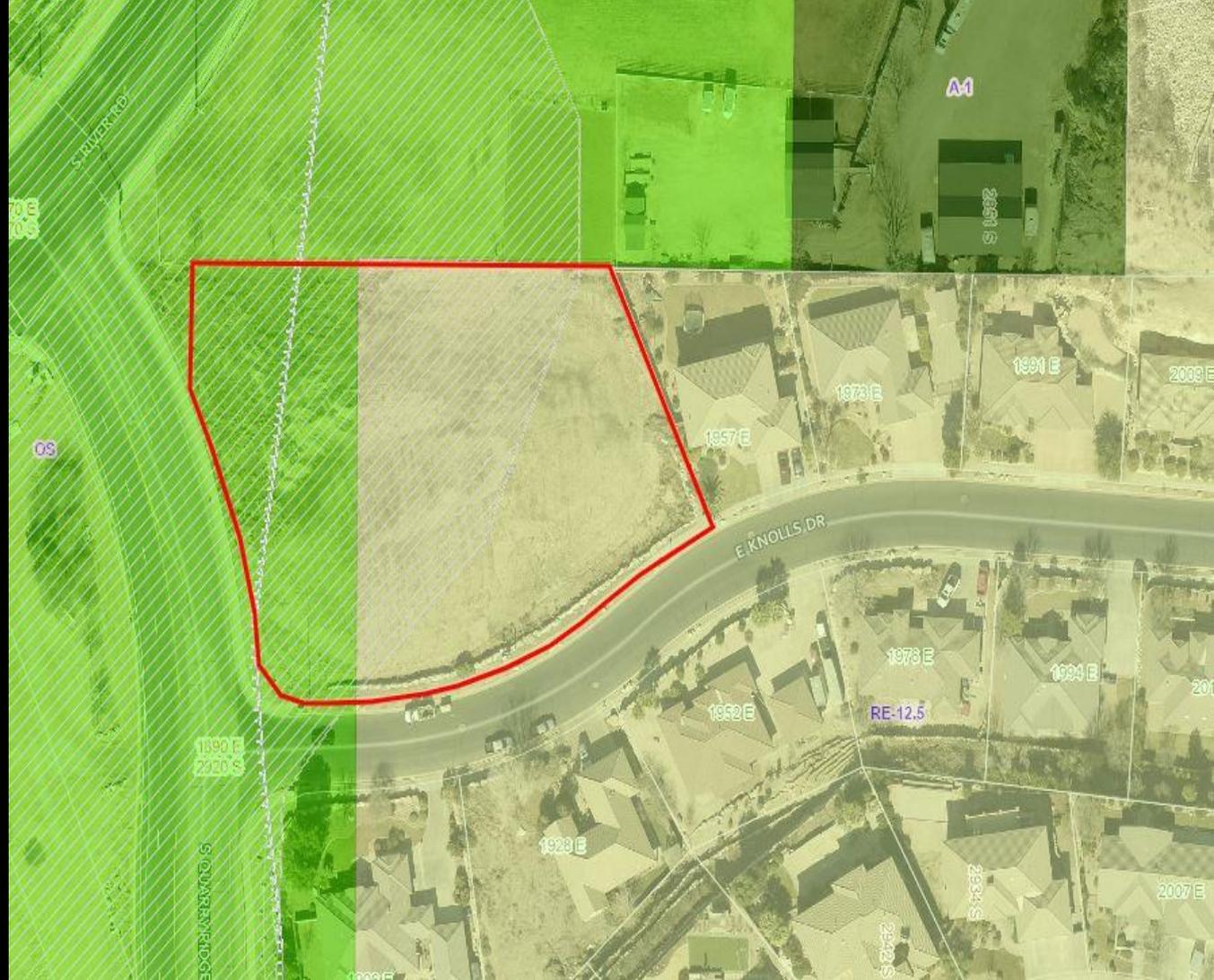
# Aerial Map



# General Plan Map



# Zoning Map







**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM RE-12.5 (RESIDENTIAL ESTATES MINIMUM 12,500 SQ FT LOTS) AND OS (OPEN SPACE) TO A-1 (AGRICULTURE 1 ACRE MINIMUM LOT SIZE) ON APPROXIMATELY 1.6 ACRES GENERALLY LOCATED AT NE CORNER OF QUARRY RIDGE DR AND KNOLLS DR FOR THE PURPOSE OF BUILDING A SINGLE-FAMILY RESIDENTIAL HOME GARAGE AND BARN FOR A PROJECT TO BE KNOWN AS LEX ENCE PROPERTY. CASE NO. 2023-ZC-019**

(LEX ENCE PROPERTY)

**WHEREAS**, the property owner has requested a zone change from RE-12.5 (Residential Estates minimum 12,500 sq ft lot size) and OS (Open Space) to A-1 (Agriculture minimum 1 acre lot size) on approximately 1.6 acres located approximately at NE Corner of Quarry Ridge Dr and Knolls Dr.; and

**WHEREAS**, the City Council held a public meeting on this request on January 04, 2024; and

**WHEREAS**, the Planning Commission held a public hearing on the request on December 12, 2023; and recommended approval with a 7-0 vote with no conditions: 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 immediately upon publication of this Ordinance to reflect the zone change from RE-12.5 (Residential Estates minimum 12,500 sq ft lot size) and OS (Open Space) to A-1 (Agriculture minimum 1 acre lot size). 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 Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of January 2024.

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 Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

# Exhibit "A" – Legal Description

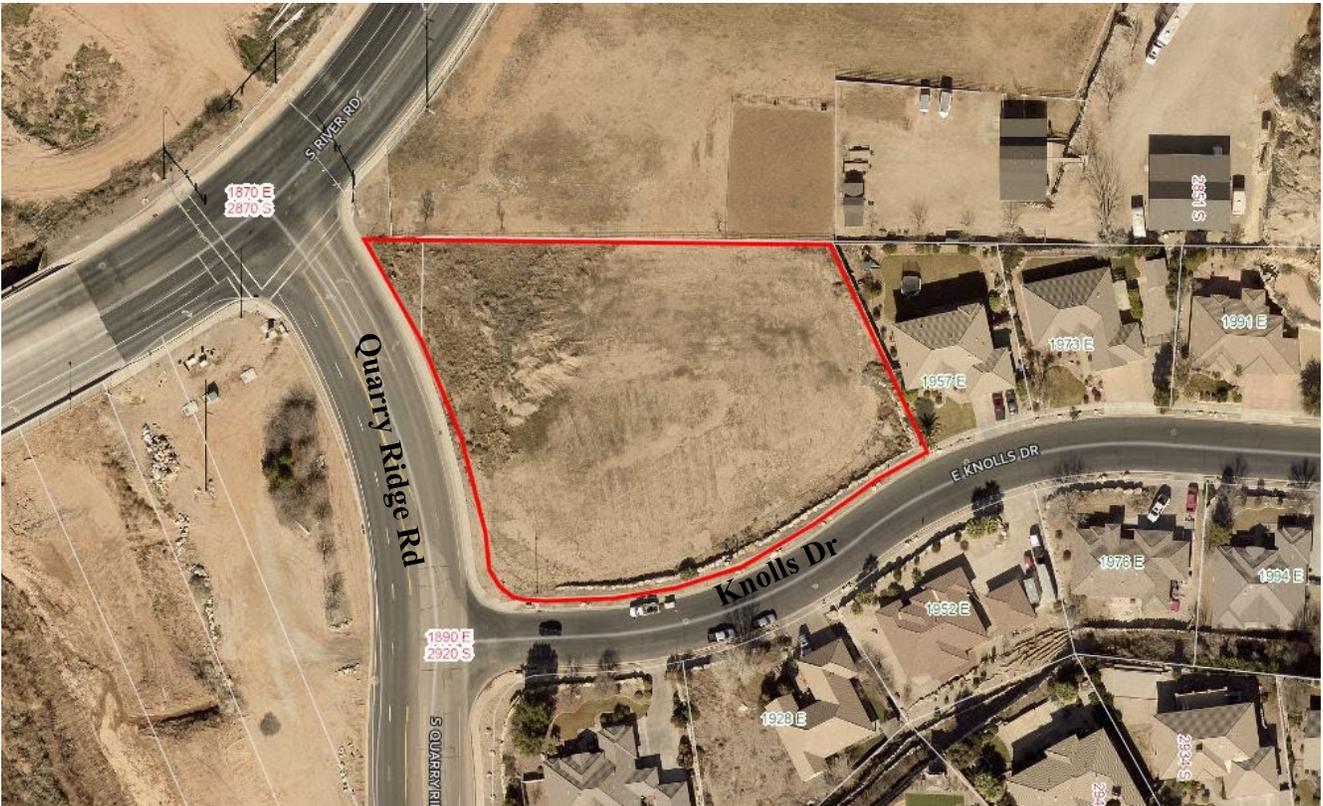
## BOUNDARY DESCRIPTION

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°17'34" WEST ALONG THE CENTER SECTION LINE 3663.9 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTH WEST CORNER OF LOT 1, IN THE KNOLLS AT LITTLE VALLEY PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE SOUTH 25°15'34" EAST ALONG THE WESTERLY LOT LINE A DISTANCE OF 162.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, AND A POINT OF CURVATURE OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 25°15'34" EAST, A RADIAL DISTANCE OF 335.00 FEET, BEING ON THE NORTHERLY LINE OF KNOLLS DRIVE; THENCE FOLLOWING THE NORTHERLY LINE OF KNOLLS DRIVE, AND THE EASTERLY LINE OF HORSEMAN'S PARK ROAD, THE FOLLOWING COURSES AND DISTANCES: SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°13'03", A DISTANCE OF 77.28 FEET TO THE POINT OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 285.00 FEET AND A CENTRAL ANGLE OF 35°55'03"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.66 FEET; THENCE SOUTH 87°26'26" WEST A DISTANCE OF 38.94 FEET TO THE POINT OF CURVATURE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 84°00'37"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 51.32 FEET TO THE POINT OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 25°51'41"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 243.74 FEET TO THE CENTER SECTION LINE OF SAID SECTION 9; THENCE DEPARTING HORSEMAN'S PARK ROAD & RUNNING THENCE SOUTH 89°17'34" EAST, ALONG SAID CENTER SECTION LINE, A DISTANCE OF 324.51 FEET TO THE POINT OF BEGINNING.

## ROTATION NOTE

BEARINGS HAVE BEEN ROTATED 1°25'21" CLOCKWISE TO MATCH THE HCN BEARING OF N 89°17'05" W ALONG THE QUARTER SECTION LINE

# Exhibit "B" – Parcel Exhibit





**Agenda Date:** 01/04/2024

**Agenda Item Number:** 13

**Subject:**

Consider approval of Ordinance No. 2024-004 changing the zone from A-1 (Agriculture 1 acre minimum lot size) to R-1-10 (Single Family Residential 10,000 minimum sq. ft. lot size) on approximately 15.373 acres located at approximately at 2890 South Maple Crest Drive to develop 44 single family residential lots. Case No. 2023-ZC-017

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Mike Terry/Ryan Thomas

Reference Number: Case No. 2023-ZC-017

Address/Location:

2890 S Maple Crest Dr

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

This application is to change the Zone from A-1 (Agriculture 1-acre minimum lot size) to R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to build 44 single family residential lots for a density of 2.86 units per acre. On December 2, 2021, the first phases 1 & 2 of Red Pine subdivision were approved by the City Council. On September 1, 2022, phases 3 & 4 of the Red Pine subdivision were approved by the City Council. This proposal is the next phases 5 & 6 of the Red Pine subdivision. Phases 1-4 of the Red Pine subdivision were approved with a minimum of 8,000 sq. ft. lots. The proposed minimum lot size for phases 5 & 6 is 10,000 sq. ft. which is a slight increase to a larger lot size. At their meeting held on December 12, 2023, the Planning Commission held a public hearing and recommended approval with a vote of 7-0.

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

The applicant is seeking approval for the zone change from A-1 (Agriculture 1-acre minimum lot size) to R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) for the purpose of developing 44 single family residential lots. The proposed application is consistent with the residential development in the area.

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

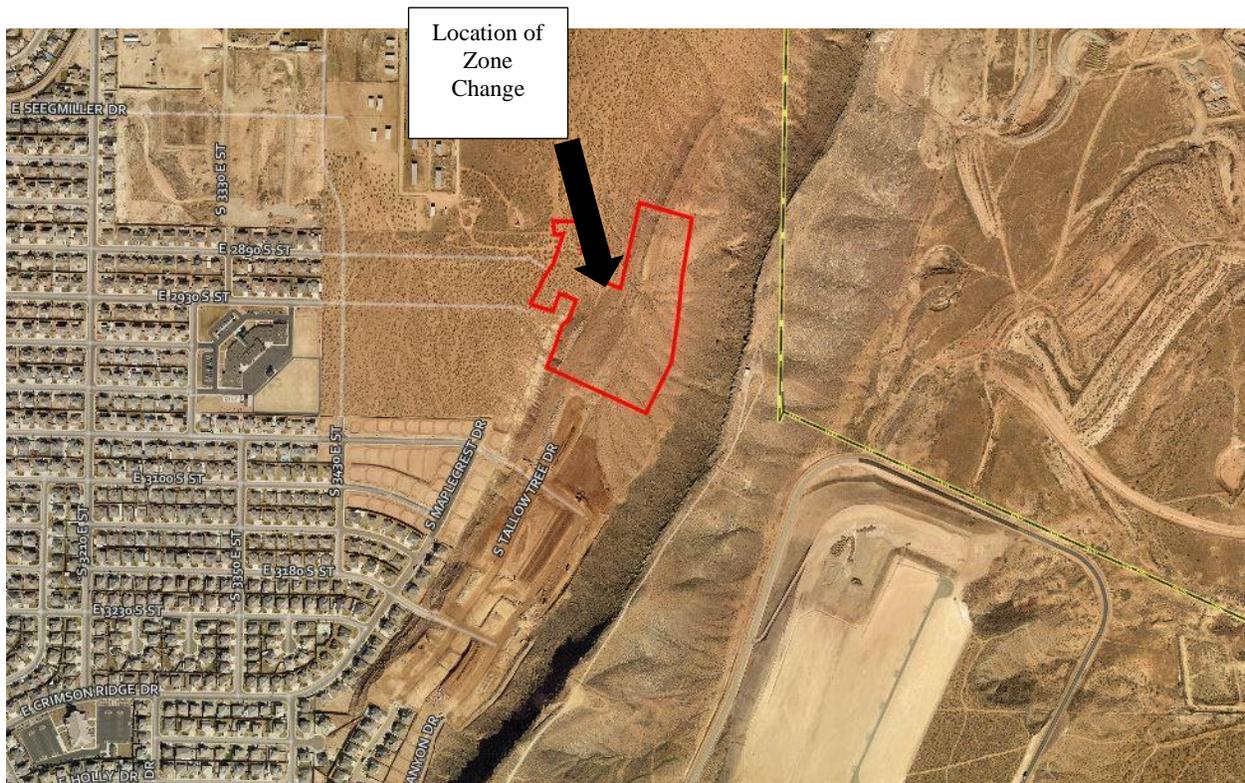
**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

With a vote of 7-0 the Planning Commission recommended approval of the Red Pine 5 & 6 zone change with no conditions.

**PLANNING COMMISSION AGENDA REPORT: 12/12/2023**  
**CITY COUNCIL AGENDA REPORT: 01/04/2024**

| <b>Red Pine 5 &amp; 6</b><br>Zone Change (Case No. 2023-ZC-017) |  |
|---|--|
| <b>Request:</b>   | Consider approval of an ordinance changing the zoning from A-1 (Agricultural 1-acre minimum lot size) to R-1-10 (Single Family Residential 10,000 sq ft minimum lot size) on 15.373 acres for the purpose of constructing single family homes. |
| <b>Applicant:</b>   | DSG Engineering Inc.   |
| <b>Representative:</b>  | Mike Terry   |
| <b>Location:</b>  | 2890 S/Maple Crest Dr.   |
| <b>Existing General Plan:</b>                                   | LDR (Low Density Residential)  |
| <b>Proposed Zoning:</b>   | R-1-10 (Single Family Residential, minimum lot size 10,000 sf).  |
| <b>Existing Zoning:</b>   | A-1 (Agriculture, minimum lot size 1 acre).  |
| <b>Land Area:</b>   | Approximately 15.373 acres   |



**BACKGROUND:**

This application is to change the Zone from A-1 (Agriculture 1-acre minimum lot size) to R-1-10 (Single Family Residential 10,000 sq ft minimum lot size) to build 44 single family residential lots for a density of 2.86 units per acre. On December 2, 2021, the first phases 1 & 2 of Red Pine subdivision were approved by the City Council. On September 1, 2022, phases 3 & 4 of the Red Pine subdivision were approved by the City Council. This proposal is the next phases 5 & 6 of the Red Pine subdivision. Phases 1-4 of the Red Pine subdivision were approved with a minimum of 8,000 sq ft lots. The proposed minimum lot size for phases 5 & 6 is 10,000 sq ft which is a slight increase to a larger lot size. The proposed application is consistent with the residential development in the area.

**NOTICING:**

Notice letters were sent to property owners within a 500 ft. radius and notice were posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City] for the public hearing at the planning commission meeting.

**RECOMMENDATION:**

Staff recommend approval of the zone change.

**ALTERNATIVES:**

1. Recommend approval of this Zone Change.
2. Recommend denial of this Zone Change.
3. Table the proposed Zone Change to a specific date.

**POSSIBLE MOTION:**

The City Council approves the Zone Change for Red Pine 5 & 6 single family residential subdivision..

**FINDINGS FOR APPROVAL:**

1. The proposed land-uses are compatible with the surrounding land uses in this area.
2. This zone change will not be harmful to the health, safety and general welfare of residents and businesses in the area.

## Narrative

# **CURRENT AGRICULTURAL ZONE A-1 REQUESTING RESIDENTIAL ZONE R-1-10**

## **RED PINE 5-6**

Narrative Description

November 2023

### **Property Location and Purpose of Red Pine Zone Change**

The subject property is a 15.373-acre parcel with current A-1 zoning, requesting a R-1-10 zoning. Property is located east of recently developed Red Pine Phase 1, and South of Teakwood Phase 7 & 8 construction plans. The purpose of this zone change is for the improvement of the property for residential single-family homes in uniformity with the adjacent project zoning.

### **A. Use of Land**

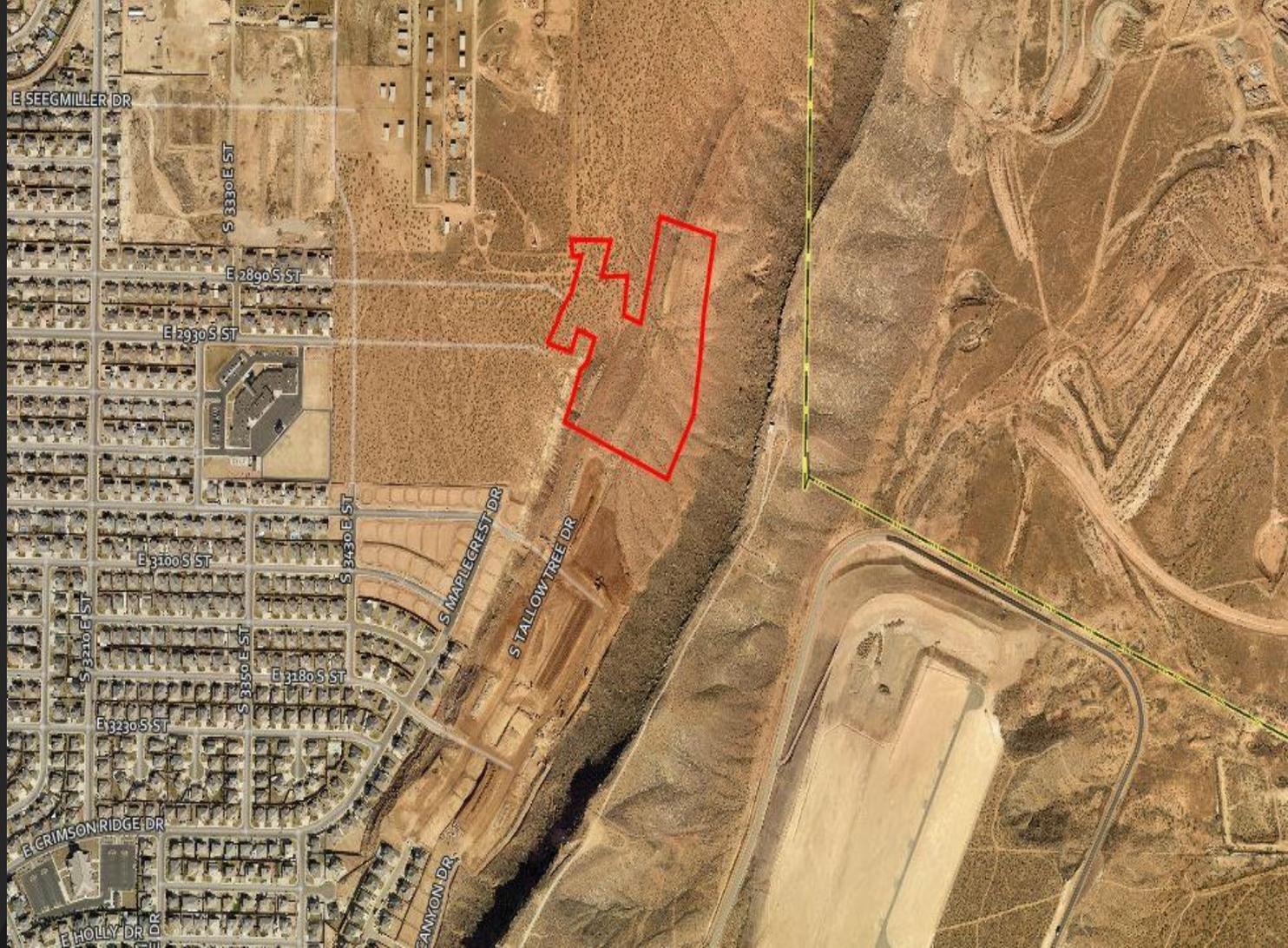
The projected use of the property is to create R-1-10 lots. The current land use designation on the General Plan is LDR, R-1-10 falls within the approved uses. The recent improved land surrounding this project are zoned R-1-8.



# Red Pine 5 & 6

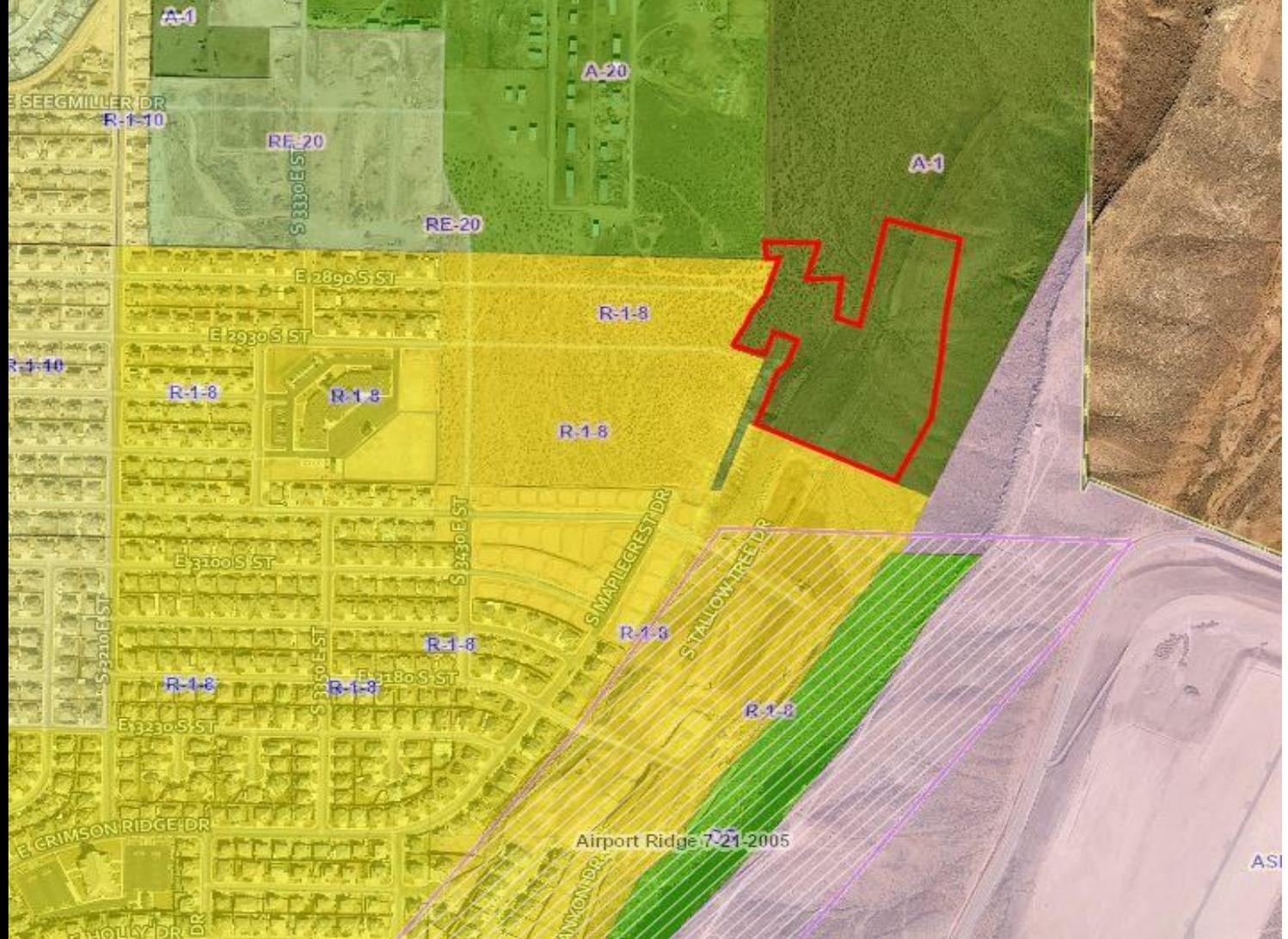
Case No. 2023-ZC-017

# Vicinity Map





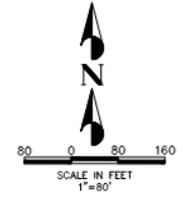
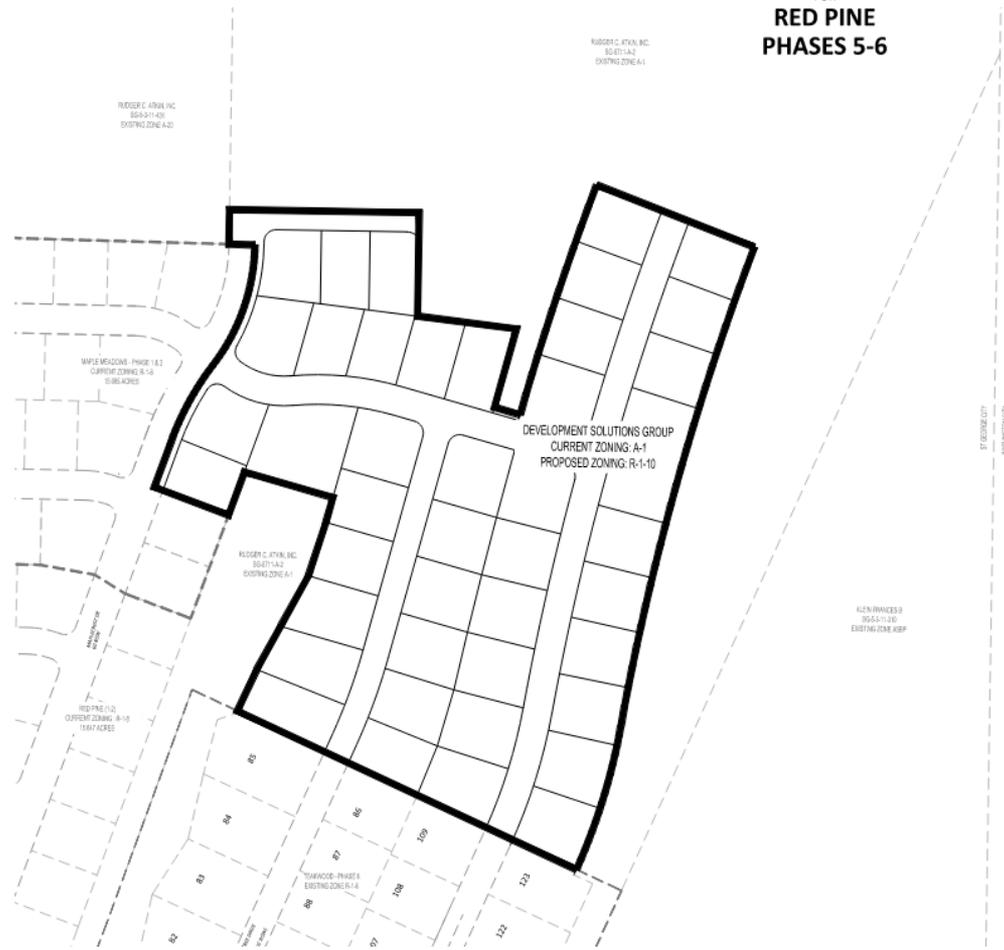
# Zoning Map





# Site Plan

## ZONE CHANGE FOR RED PINE PHASES 5-6



**LEGEND:**

|  |                        |
|--|------------------------|
|  | SUBDIVISION BOUNDARY   |
|  | STREET CENTERLINE      |
|  | ROAD RIGHT OF WAY LINE |
|  | PROPOSED PROPERTY LINE |
|  | EXISTING PROPERTY LINE |
|  | PROPOSED CURB & GUTTER |
|  | SETBACK LINE           |
|  | PHASE BOUNDARY         |

**SITE DATA:**

|                       |               |
|-----------------------|---------------|
| ZONING:               | R-1-10        |
| SITE AREA:            | 52.279 ACRES  |
| TOTAL DWELLING UNITS: | 44 UNITS      |
| DENSITY:              | 2.96 D.U./AC. |



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM A-1 (AGRICULTURE ONE ACRE MINIMUM) TO R-1-10 (SINGLE FAMILY RESIDENTIAL 10,000 SQ FT MINIMUM LOT SIZE) ON APPROXIMATELY 15.373 ACRES GENERALLY LOCATED AT APROXIMATLLEY 2890 S MAPLE CREST DR FOR THE PURPOSE OF BUILDING 44 SINGLE FAMILY LOTS FOR A PROJECT TO BE KNOWN AS RED PINE 5 & 6. CASE NO. 2023-ZC-017.**

(Red Pine 5 & 6)

**WHEREAS**, the property owner has requested a zone change from A-1 (Agricultural 1-acre minimum lot size) to R-1-10 (Single Family Residential 10,000 sq ft minimum lot size) on approximately 15.373 acres located approximately at 2890 S Maple Crest Dr for the purpose of building 44 single family lots; and

**WHEREAS**, the City Council held a public meeting on this request on January 4, 2024; and

**WHEREAS**, the Planning Commission held a public hearing on the request on December 12, 2023; and recommended approval with a 7-0 vote with no conditions: 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 A-1 (Agricultural 1-acre minimum lot size) to R-1-10 (Single Family Residential 10,000 sq ft minimum lot size). 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 Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of January 2024.

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 Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

# Exhibit "A" – Legal Description

## LEGAL DESCRIPTION

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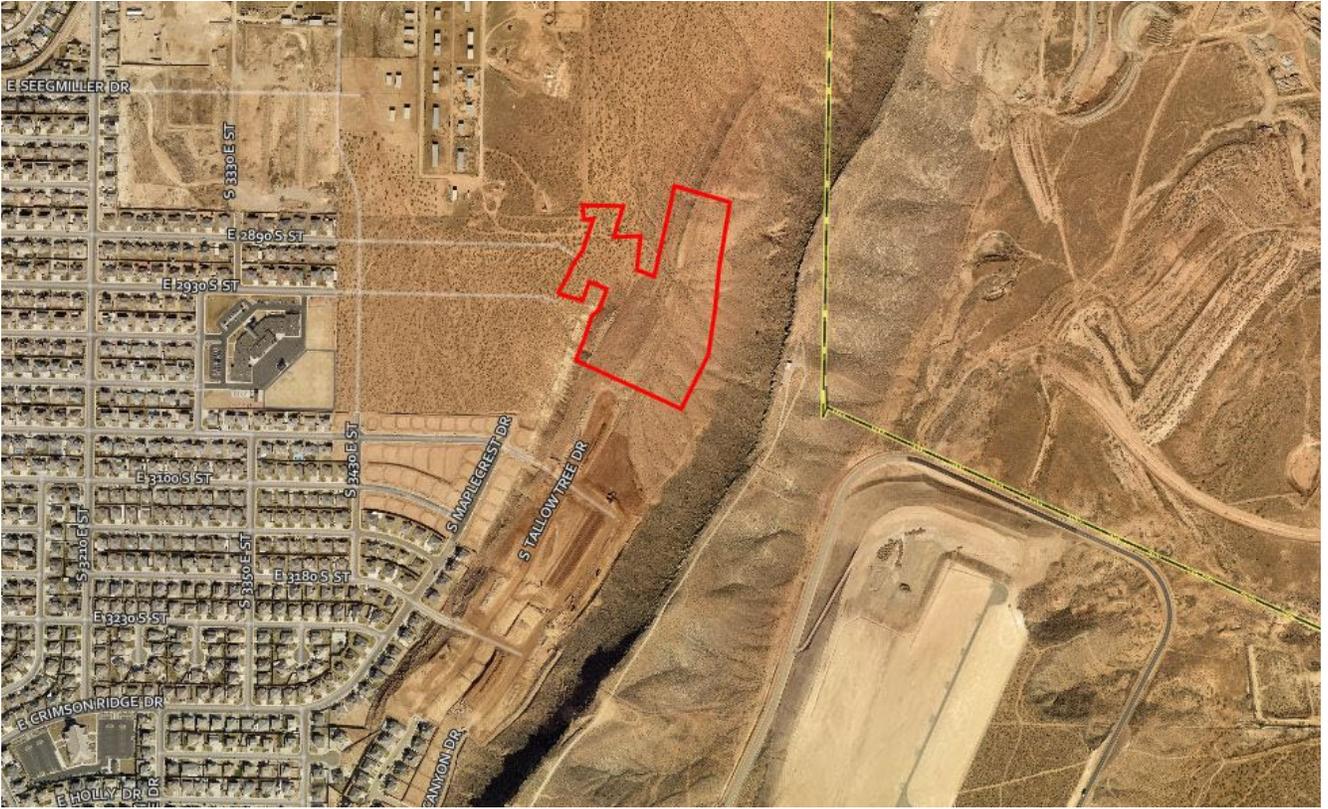
### R-1-10 ZONE:

BEGINNING AT A POINT NORTH 01°00'22" EAST ALONG THE SECTION LINE, A DISTANCE OF 2208.854 FEET AND SOUTH 88°59'38" EAST 1328.699 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 69°38'56" WEST 135.459 FEET; THENCE NORTH 20°21'04" EAST 81.881 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 486.425 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°34'04", A DISTANCE OF 149.145 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 338.575 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°55'49", A DISTANCE OF 218.231 FEET; THENCE NORTH 88°24'08" WEST 44.509 FEET; THENCE NORTH 00°53'51" EAST 58.073 FEET; THENCE SOUTH 89°06'09" EAST 324.793 FEET; THENCE SOUTH 00°53'51" WEST 174.667 FEET; THENCE SOUTH 82°48'50" EAST 170.553 FEET; THENCE SOUTH 15°51'16" WEST 137.434 FEET; THENCE SOUTH 74°08'44" EAST 45.759 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 73°43'54" EAST); THENCE ALONG THE ARC OF A 4845.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°50'14", A DISTANCE OF 409.051 FEET; THENCE SOUTH 68°53'39" EAST 290.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 68°53'39" EAST); THENCE ALONG THE ARC OF A 4555.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°35'21", A DISTANCE OF 841.845 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 1045.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°55'06", A DISTANCE OF 253.853 FEET; THENCE NORTH 65°15'44" WEST 639.415 FEET; THENCE NORTH 25°22'59" EAST 77.333 FEET; THENCE NORTH 29°17'23" EAST 83.536 FEET; THENCE NORTH 29°17'23" EAST 97.673 FEET; THENCE NORTH 18°22'04" EAST 95.091 FEET; THENCE NORTH 15°51'16" EAST 43.608 FEET; THENCE NORTH 74°08'44" WEST 157.750 FEET; THENCE SOUTH 20°22'33" WEST 77.600 FEET TO THE POINT OF BEGINNING.

CONTAINS 669,648 SQ. FT., (15.373 ACRES)

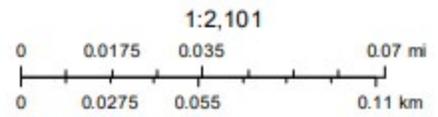


# Exhibit "B" – Parcel Exhibit





October 23, 2023



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 14

**Subject:**

Consider approval of a Hillside Development Permit to allow disturbance of areas in the 20% plus slope areas on an approximately 12.63-acre site generally located north of Snow Canyon Parkway and east of the existing Paradise Canyon subdivision. Case No. 2023-HS-008

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Bob Hermandson

Reference Number: 2023-HS-008

Address/Location:

Located east of existing Paradise Canyon subdivision and north of Snow Canyon Pkwy

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

The applicant would like to develop a six-lot subdivision. A portion of the area lies within the Hillside Overlay Zone (HOZ). The project will be completed in one phase. Desert landscaping will be used on the project and there will be minimal impact to the hillside areas on the site. The Chuckwalla Estates went to the Hillside committee on August 23, 2023. There was much discussion with the committee. A lot of the discussion took place on the access road to the lots. The hillside committee discussed making the walls and appearance of the access road to blend and match the colors and texture of the surrounding areas materials. The site does include a archeological site . The proposed lots do not disturb the historical site. At their meeting held on October 24, 2023, the Planning Commission recommended approval with the conditions in the staff report with a vote of 7-0.

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

The Chuckwalla subdivision will provide six single family residential lots to the area. The hillside permit will allow the applicant to develop in the 20% and above slopes for the subdivision and the road accessing the development. The applicant is planning on deeding all of the surrounding open areas to the city as open space.

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

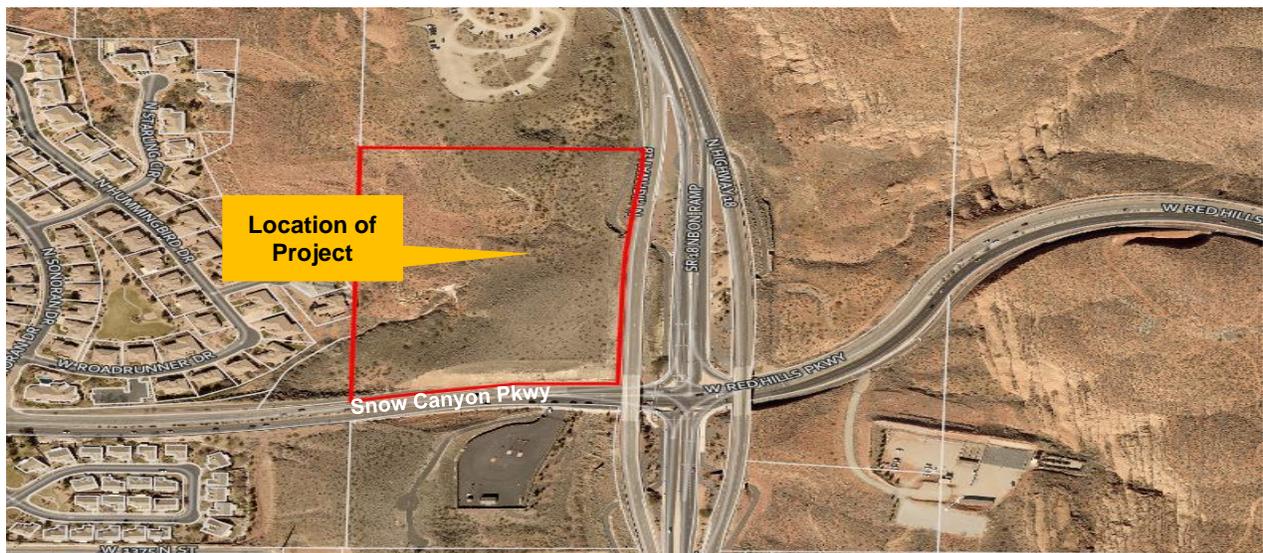
**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

With a vote of 7-0 the Planning Commission recommended approval of the hillside permit with the following conditions: 1.The wall type matches the area and looks good aesthetically. The wall is a tight wall and to be constructed with the development of the property lines that need a rock retaining wall so that everything is continuous and looks cohesive. 2.There is not any issue with the disturbance of the 40% slope, its non-contiguous, its insignificant approving that entrance and the rock walls along the entrance roadway.

HILLSIDE REVIEW BOARD AGENDA REPORT: **08/23/2023**  
 PLANNING COMMISSION AGENDA REPORT: **10/24/2023**  
 CITY COUNCIL AGENDA REPORT: **01/04/2024**

| <b>Chuckwalla Hillside</b><br>Hillside Development Permit (Case No. 2023-HS-008) |  |
|--|--|
| <b>Request:</b>  | Consider a request for the development of six new lots for the Chuckwalla subdivision. |
| <b>Applicant:</b>  | SC Bluff, LLC  |
| <b>Representative:</b>   | Bob Hermandson   |
| <b>Location:</b>   | Located east of the existing Paradise Canyon subdivision.                              |
| <b>General Plan:</b>   | LDR (Low Density Residential)  |
| <b>Existing Zoning:</b>  | R-1-10 (Single Family Residential 10,000 sq ft lot minimum)                            |
| <b>Surrounding Zoning:</b>   | North R-1-10 (Single Family Residential 10,000 sq ft lot minimum).                     |
|  | South R-1-10 (Single Family Residential 10,000 sq ft lot minimum).                     |
|  | East R-1-10 (Single Family Residential 10,000 sq ft lot minimum).                      |
|  | West PD-R (Planned Development Residential)  |



### **BACKGROUND**

This item was originally scheduled for the September 26, 2023, meeting. The item was withdrawn just before the meeting because there was a recorded Archaeological Deed Covenant established in the area for a registered archeological site. The applicant contacted the lead archaeologist at the State Trust Lands, Mr. Joel Boomgarden and had a discussion on the site and the proposed development. Mr. Boomgarden issued a letter (in your packet) that the proposed project boundaries avoid and do not disturb the historical site. The City legal office is satisfied with the submitted letter.

### **BACKGROUND**

The applicant would like to develop a six-lot subdivision. A portion of the area lies within the Hillside Overlay Zone (HOZ). The project will be completed in one phase. Desert landscaping will be used on the project and there will be minimal impact to the hillside areas on the site.

The Chuckwalla Estates went to the Hillside committee on August 23, 2023. There was much discussion with the committee. A lot of the discussion took place on the access road to the lots. The hillside committee discussed making the walls and appearance of the access road to blend and match the colors and texture of the surrounding materials.

### **RECOMMENDATION**

The Hillside committee recommends approval of the Chuckwalla Estates hillside proposal with the following conditions.

1. The wall type matches the area and looks good aesthetically. The wall is a tight wall and to be constructed with the development of the property lines that need a rock retaining wall so that everything is continuous and looks cohesive.
2. There is not any issue with the disturbance of the 40% slope, it's non-contiguous, it's insignificant approving that entrance and the rock walls along the entrance roadway.

### **PLANNING COMMISSION:**

The Planning Commission held a public hearing on October 10, 2023. There were no public comments. The Planning Commission recommended approval with the conditions in the staff report with a vote of 7-0.

### **EXHIBITS PROVIDED**

1. Exhibit A – Maps  
“Exhibit A” in the packet shows the general plan land use map and the zoning map.
2. Exhibit B – Applicable Ordinances  
“Exhibit B” in the packet lists the applicable zoning regulation that apply to this case found in Title 10, Chapter 13B.
3. Exhibit C – Geotech Report -Slope Study/Slope Map

“Exhibit C”. in the packet is the slope study and slope map.

4. Exhibit D – Preliminary Drainage Letter – Geotech Report

“Exhibit D”. in the packet is the proposed Geotech report.

5. Exhibit E – Preliminary Drainage

“Exhibit E” in the packet is a letter concerning the preliminary drainage for the Chuckwalla proposal.

6. Exhibit F – Preliminary Plat

“Exhibit F”. is the proposed preliminary plat.

7. Exhibit G – Letter State Trust Lands

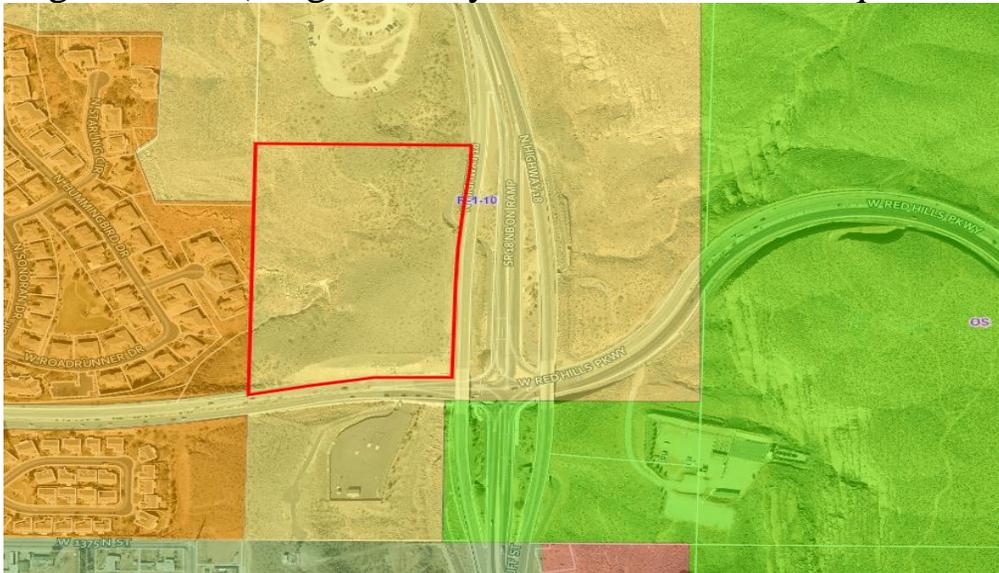
“Exhibit G” in the packet is a letter from State Trust Lands.

## Exhibit A MAPS

### General Plan - LDR



### Zoning - R-1-10 (Single Family Residential 10,000 sq ft min lots)



## **Exhibit B**

### **APPLICABLE ORDINANCES**

#### **ARTICLE B. DEVELOPMENT IN GEOLOGIC HAZARD OR ADVERSE CONSTRUCTION CONDITION OVERLAY ZONE**

##### **10-13B-1:**

##### **GENERAL REQUIREMENTS:**

A. *Overlay Areas with Geologic Hazards:* Development is not permitted in overlay areas with geologic hazards without compliance with all requirements in this chapter, and approval of the land use authority. Applications and development that do not meet the requirements of this chapter shall be denied. Geologic hazards include: surface fault rupture, earthquake ground shaking, liquefaction, landslide, and rockfall.

B. *Overlay Areas with Adverse Construction Conditions:* Development is not permitted in overlay areas with adverse construction conditions without compliance with all requirements in this chapter, and approval of the land use authority. Applications and development that do not meet the requirements of this chapter shall be denied. Adverse construction conditions include: expansive soil and rock, collapsible soil, gypsiferous soil and rock, shallow bedrock, caliche, wind-blown sand, breccia pipes and paleokarst, soil piping and erosion, and shallow ground water. The Federal Emergency Management Agency (FEMA), the Utah Department of Natural Resources (DNR) and its Utah Geological Survey (UGS) hazard maps for the St. George area, as amended, are adopted. (Ord. 2019-10-002, 10-10-2019)

##### **10-13B-2:**

##### **DEVELOPMENT IN GEOLOGIC HAZARD AREAS (UGS 1 – 4):**

A. *Geologic Hazard Areas (UGS 1 – 4: subsections A1 through A4 of this section):* For any development in the city with a geologic hazard listed below, applicant shall submit a report prepared by a qualified, licensed geologist specializing in engineering geology, or a licensed civil engineer, trained and experienced in the practice of geotechnical engineering. Development in the geologic hazard overlay for high category rockfall areas shall be reviewed by the hillside review board.

1. Surface fault rupture and earthquake: well-defined Holocene, and well-defined fault areas, red and purple lines/categories (extending five hundred feet (500') on the downthrown side and two hundred fifty feet (250') on the upthrown side of each red/purple fault line).
2. Liquefaction: Very High category.
3. Landslide: Very High category.
4. Rockfall: High category.

B. *General Requirements for Development in a Geologic Hazard Area:*

1. Submit a site-specific report prepared by a qualified, licensed geologist specializing in engineering geology, or a licensed civil engineer, trained and experienced in the practice of geotechnical engineering with the following minimum requirements:
  - a. Identify all geologic hazard areas (UGS 1 – 4: subsections A1 through A4 of this section);
  - b. Identify any other geologic hazards, not listed above (UGS 1 – 4: subsections A1 through A4 of this section), which present an unacceptable risk to development;
  - c. Demonstrate which areas of the development are suitable for the proposed use;
  - d. Recommend specific measures necessary to make the land suitable for the proposed use;
  - e. Recommend the optimal placement of all structures, roadways, utilities, trails and infrastructure in relation to the geologic hazard area;
  - f. Slope stability analysis: conclusions and recommendations concerning the effects of material removal, introduction of water, both on and off site, including, where applicable, on mesa tops, seismic activity, and erosion on slope stability;
  - g. Foundation investigation: conclusions and recommendations concerning the effects of soil conditions on foundation and structural stability, including bearing capacity, sheer strength, and shrink/swell potential of soils;
  - h. Spring location: the location and yield of springs and seeps which shall be shown on the site plan;
  - i. Structural features: structural features including any geological limitations;
  - j. Surface hazards: existence of surface hazards including potential for rockfalls and toppling failures to cliffs, slopes and overhangs above the subject property; and
  - k. Effect of geologic conditions: conclusions and recommendations regarding the effect of geologic conditions on the proposed development, together with recommendations identifying the means proposed to minimize any hazard to life or property, or adverse impact on the natural environment.
2. The city shall review the applicant's report. If the applicant's report is deemed adequate by the city engineer or designee, development may proceed if the report recommendations are followed. If the report is deemed incomplete or inadequate by the city engineer or designee, the development application shall be denied. If denied, the applicant may request an independent review, and the city engineer or designee may order a review by independent, qualified professionals. The professionals selected by the city shall review and prepare written findings and comments on the applicant's report. The cost of the independent, qualified professionals shall be paid to the city by applicant. Applicant may develop if the independent review and written findings and comments are implemented, in addition to any nonconflicting recommendations in the initial report of applicant. The city engineer or designee is the land use authority for the decision. The reports shall be specifically identified on the plat and available to all owners and interested parties.

3. All development shall be outside the geologic hazard areas in subsections A1 through A4 of this section, unless:
    - a. The city has accepted applicant's report, prepared by a qualified, licensed geologist specializing in engineering geology or a licensed professional engineer trained and practicing in the field of geotechnical engineering, and it recommends development, and shows hazards can be adequately mitigated for the proposed land use;
    - b. If the city has not accepted applicant's report, the applicant also adopts and implements the independent review and writing findings and comments, in addition to any nonconflicting recommendations in applicant's report;
    - c. All report recommendations, and HDOZ permit conditions (when required), are adopted by the city and are conditions of development.
  4. Hold the city harmless from all claims resulting from any damage related to development within a geologic hazard area by executing a "geologic hazard disclaimer of liability and agreement" and by placing a "notice of hazard" on the final plat.
  5. The applicant may appeal a decision in accordance with chapter 3 of this title.
- C. *Compliance*: No structure or land shall be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations.
- D. *Abrogation and Greater Restrictions*: This chapter is not intended to repeal, abrogate or impair any existing easement, covenant or deed restriction; however, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, the more stringent restriction shall prevail.
- E. *Interpretation*: In the interpretation and application of this chapter, all provisions are minimum requirements in addition to applicable provisions of this title. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-11-011, 11-5-2020)

### **10-13B-3:**

#### **DEVELOPMENT IN ADVERSE CONSTRUCTION CONDITION AREAS:**

For any development in the city in an overlay area with an adverse construction condition, applicant shall submit a site-specific report prepared by a qualified, licensed engineer trained and experienced in the practice of geotechnical engineering identifying all adverse construction conditions. The report shall recommend development-design mitigations to prevent damage due to the adverse construction conditions. The city shall review the applicant's report. If the applicant's report is deemed adequate by the city engineer or designee, development may proceed if the report recommendations are followed. If the report is deemed incomplete or inadequate by the city engineer or designee, the development application shall be denied. If denied, the applicant may request an independent review, and the city engineer or designee may order a review by independent, qualified professionals. The professionals selected by the city shall review and prepare written findings and comments on the applicant's report. The cost of the independent, qualified professionals shall be paid to the city by applicant. Applicant may

develop if the independent review and written findings and comments are implemented, in addition to any nonconflicting recommendations in the initial report of applicant. The city engineer or designee is the land use authority for the decision. The report shall be specifically identified on the plat and available to all owners and interested parties. (Ord. 2019-10-002, 10-10-2019)

**Exhibit C**  
Slope Study/Slope Map

**Exhibit D**  
Geotech Report

**Exhibit E**  
Preliminary Drainage Letter

**Exhibit F**  
Preliminary Plat

**Exhibit G**  
Letter from State Trust Lands



November 12, 2020

Rize Up  
Steve Barnhart  
2 West St. George Blvd.  
St. George, UT 84770

Subject: Slope Stability Analysis  
Chuckwalla Development  
St. George, Utah  
Landmark Project No. 20814

Steve,

As requested, we have completed our slope stability analysis for the access road to the proposed Chuckwalla Development in St. George, Utah. Our services consisted of a site walk, the excavation of several test pits along the proposed road alignment, laboratory testing, data analysis, and the preparation of this report. A Concept Plan prepared by Kuma Engineering, dated August 2020 was provided for our use. At the time of our field investigation, the centerline of the road alignment had been staked at 100-foot intervals.

#### **Field Investigation**

To investigate the subsurface soils along the alignment, we excavated 2 test pits within the proposed right-of-way, near the stakes placed to mark the proposed centerline. Due to the exiting grades, and surface conditions, access with equipment was not practical north of the waterfall. Current grading along the roadway alignment was a safety hazard according to the operator (roll-over hazard), and traversing a safe path around the obstacles would have required walking the excavator through areas which were designated as open space on the Concept Plan.

The Test Pit 1 was excavated at approximately Station 1+75. Subsurface soils consisted of 3 feet of silty sand with gravel (SM), underlain by weathered sandstone to the maximum depth of exploration, 5.0 feet. Refusal in sandstone bedrock was met at 5.0 feet.

Test Pit 2 was excavated at Station 3+50. Subsurface soils consisted of various layers of silty sand with gravel (SM) to the maximum depth of exploration, 12.0 feet.

Soils from Station 4+00 to 5+00 consisted of several layers of slightly to moderately weathered, exposed sandstone bedrock were observed.

We excavated by hand in several locations between 5+00 and 6+00. The soils encountered consisted of sandstone cobbles in a silty sand with gravel matrix. Basalt cobbles and boulders were observed on the surface and within the locations excavated.

### Slope Stability Analysis

The following material properties were based on laboratory testing and observations of the material. Properties were selected to be conservative.

| Material                  | Moist Unit Weight (pcf) | Saturated Unit Weight (pcf) | Friction Angle (°) | Cohesion (psf) |
|---------------------------|-------------------------|-----------------------------|--------------------|----------------|
| Silty Sand w/ gravel (SM) | 115.0                   | 135.0                       | 32                 | 0.0            |
| Fill: Native              | 125.0                   | 135.0                       | 34                 | 0.0            |
| Sandstone                 | 135.0                   | 140.0                       | 25                 | 1500           |

A load of 0.11g horizontal and 0.05g vertical was used for seismic analysis. Groundwater was not encountered, and therefore not modeled. A 150 psf distributed live load was used for traffic loading as recommended by AASHTO and the NHI. Mirafi Miragrid 5XT was used for reinforcement of the rockery wall; 4 layers of 12-foot long grid were placed at 2-foot intervals.

Three cases were modeled: Shallow bedrock in roadway alignment, 10 feet of silty sand fill in roadway alignment, and cut slope above the roadway. The downhill side of the roadway was designed as a rockery wall retaining 10 feet of structural fill. STEDWin 2.88 using Stabl6h was used to model and analyze the slopes. Static and seismic cases being checked in each case.

#### Case 1: Shallow Bedrock

The Factor of Safety for the seismic case was 1.21, and for the static case it was 1.52. Both of which are above the generally accepted minimum values of 1.0 and 1.4. The model shows that, as expected, the minimum Factor of Safety (FS) failure surfaces in each case do not pass through the sandstone bedrock. This indicates that the overall stability of the section is dependent upon the depth of the soil above the bedrock, both in the vertical and horizontal directions. Deeper bedrock will not appreciably affect the FS, as the minimum values do not pass through the rock, and shallower bedrock would tend to increase the FS.

#### Case 2: Deep Bedrock

The Factor of Safety for the seismic case was 1.22, and for the static case it was 1.67. Both of which are above the generally accepted minimum values of 1.0 and 1.4. The model shows that, as expected, the minimum Factor of Safety (FS) failure surfaces in each case do not pass through the sandstone bedrock. This indicates that the overall stability of the section is dependent upon the depth to the bedrock, both in the vertical and horizontal directions. Deeper bedrock will not appreciably affect the FS, as the minimum value do not pass through the rock, and shallower bedrock would tend to increase the FS.

#### Case 3: Cut Slope

Models indicate that the slope cannot be cut at a grade steeper than 2 horizontal to 1 vertical (2H : 1V) without some form of reinforcement. Failure surfaces indicate that surface sloughing rather than deep seated failure is the mode of failure. The static FS at a 2:1 slope was 1.27, and the Seismic FS was 0.75, assuming deep soils within the slope. The existing slopes do not show

evidence of existing slope failures, indicating a stable existing static state., agreeing with our analysis.

Analysis of the upper slope with a rockery retaining wall was also conducted. An 8-foot rockery wall with 10 feet of geogrid was placed at the back of the curb on the uphill side of the road. The slope was excavated to the end of the geogrid, and replaced with structurally placed soils, as in the downhill side of the roadway. The structurally placed soils extended above the wall at a 2 horizontal to 1 vertical (2H : 1V) slope. The static FS was 1.42 and the seismic FS was 1.22. This assumes deep soils behind the reinforced section.

Details of our analysis are included as the attached Figure 2 through 9.

### **Findings**

Based on our analysis, it appears that the proposed roadway can be constructed in a stable configuration. The roadway can be constructed along the proposed alignment. The following design and construction recommendations and suggestions are provided for the design of the project:

### Recommendations

- Rockery retaining walls can be designed for retaining the cut faces and to support the proposed roadway.
- Rockery retaining walls should be designed for a maximum batter of 1 horizontal to 5 vertical (1H : 5V), but should be kept to 1 horizontal to 4 vertical (1H : 4V) if possible.
- Cut slopes in sandstone bedrock can be sloped to 1 horizontal to 2 vertical (1H : 2V). Steeper slopes may be possible based on the quality of the rock encountered in the cut faces.
- Cut slopes in the gravelly silty sands (SM) should be graded to a maximum grade of 2 horizontal to 1 vertical (2H : 1V). Cut slopes should be avoided where possible.
- Unreinforced fill slopes can be graded to a maximum of 1.5 horizontal to 1 vertical (1.5H : 1V). Reinforced fill slopes can be graded to a maximum of 1 horizontal to 1 vertical (1H : 1V).

### Suggestions

The surficial sands were found to be unstable at grades steeper than 2 horizontal to 1 vertical (2H : 1V). Due to the existing site grades, cut slopes above the roadway will “chase” the existing slope up the face of the slope, leading to long exposed cut faces. Rockery retaining walls will not reduce the cut faces to a great extent due to the slope of the existing hillside. Based on our understanding of the goals of the Hillside Review Board, large, exposed cut faces are strongly discouraged. Therefore, we make the following suggestions for civil design of the project.

- The alignment of the proposed roadway should be moved as far to the west as possible. While this will increase the height of the required rockery retaining walls, it will limit the amount of excavation and exposed area of the cut faces.
- The possibility of an increase in the allowable height of a single tiered rockery wall should be explored with the City of St. George. Rockery walls are typically allowed to have a maximum single wall retained height of 8 feet according to City Code. Higher walls are

feasible, even preferred in some instances, and can be used to offset the amount of exposed cut faces, but will require a variance by the City of St. George, which is difficult. The engineering department does not have authority to allow for this variance.

- The area of the waterfall appears to be a limiting factor in the placement of the roadway, and its attached sidewalk. We understand that the sidewalk may not be required to be directly attached to the pavement section. The possibility of a bridge to cross the wash in the vicinity of the waterfall should be explored, which will allow for a narrower roadway section,

Design level details for construction can be provided once civil design for the project has progressed.

Thank you for allowing us to assist you with this project. Please feel free to contact us if you have any questions or require additional information.

#### LANDMARK TESTING & ENGINEERING

John M. Anderson, P.E.  
Project Engineer

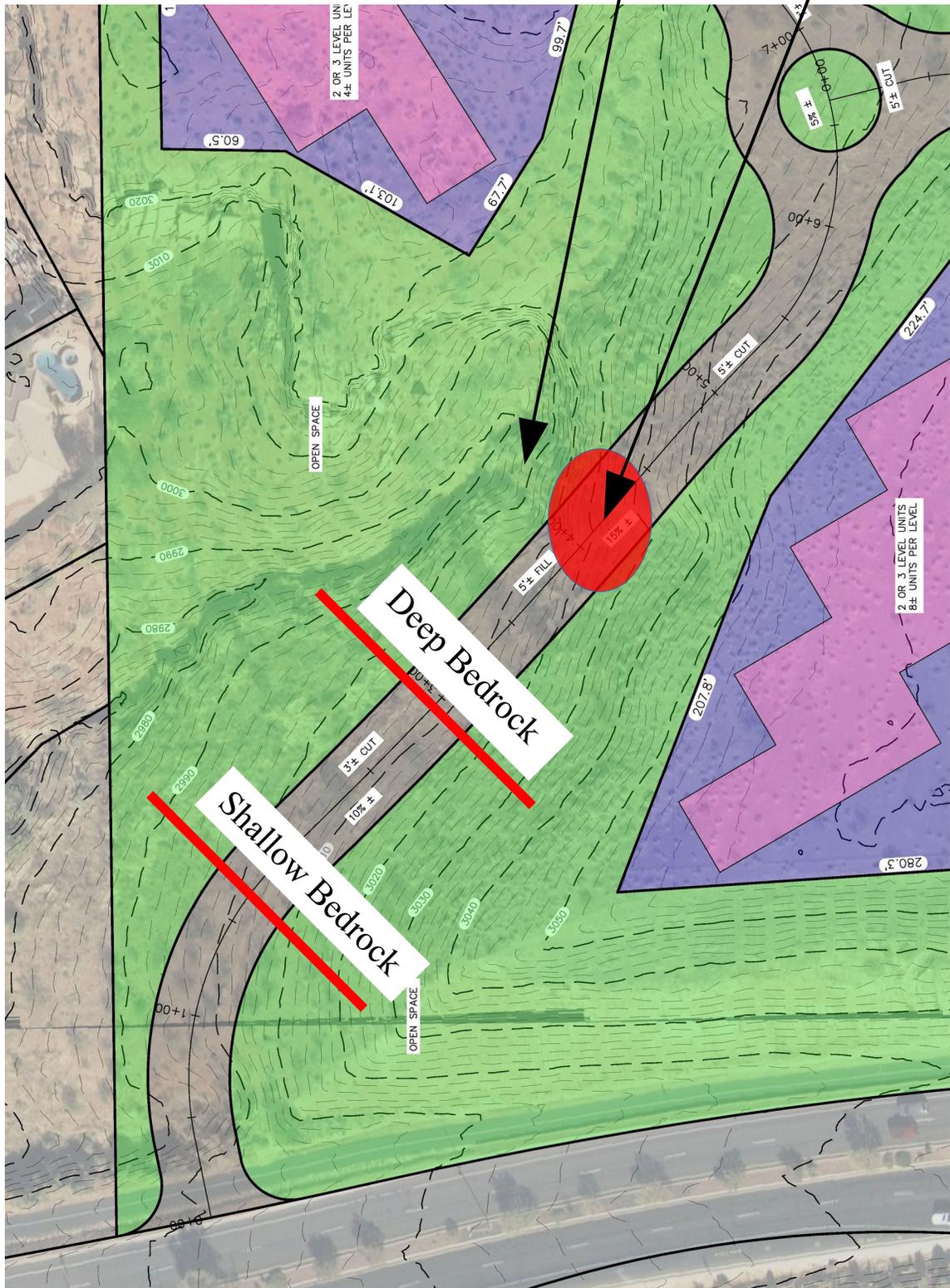


Steven Wells, P.E.  
Geotechnical Manager



Exposed  
Bedrock

Waterfall

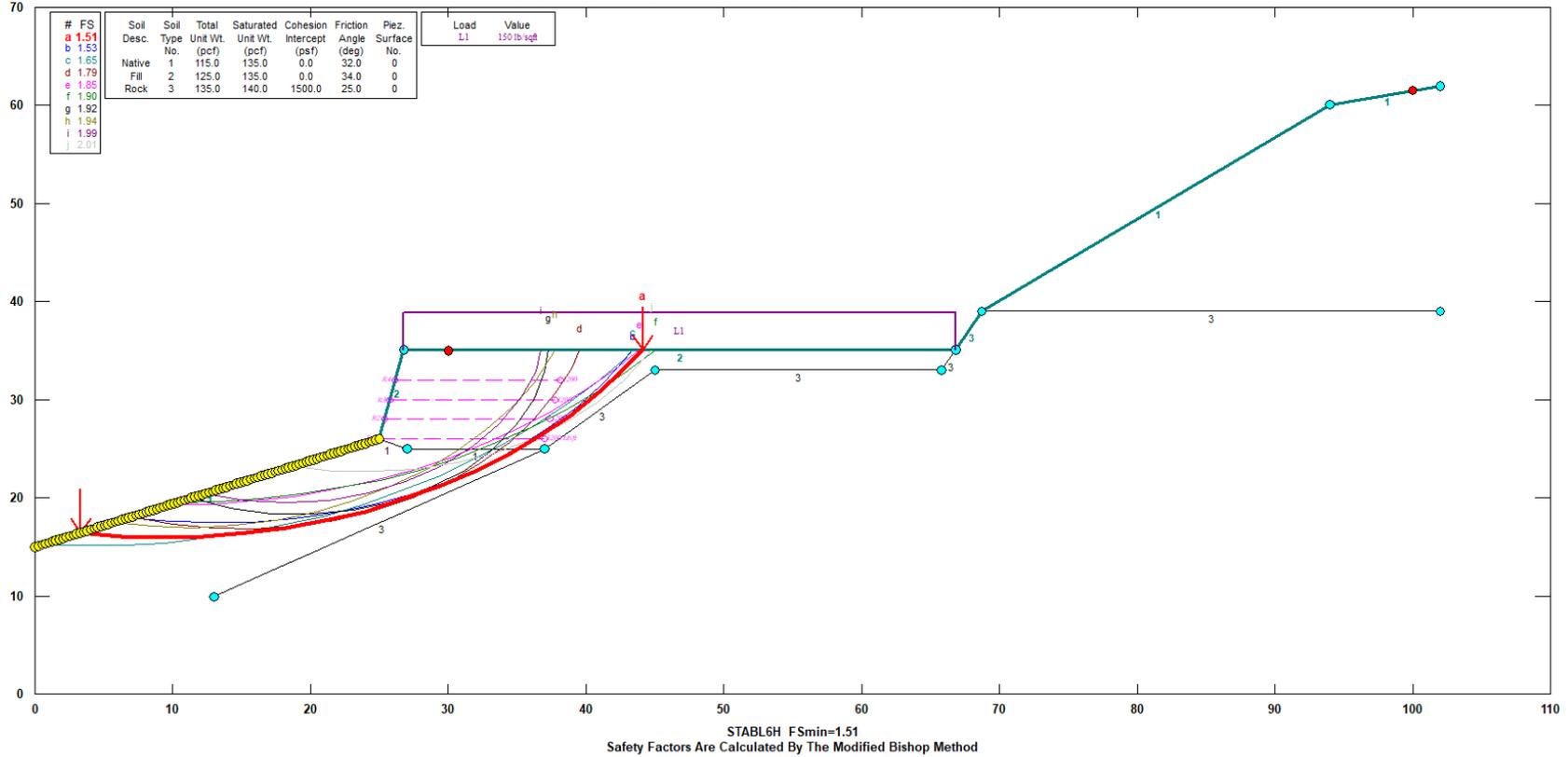


**Site Plan**  
Landmark Project No 20814

Figure 1

Chuckwalla Development Station 4+00

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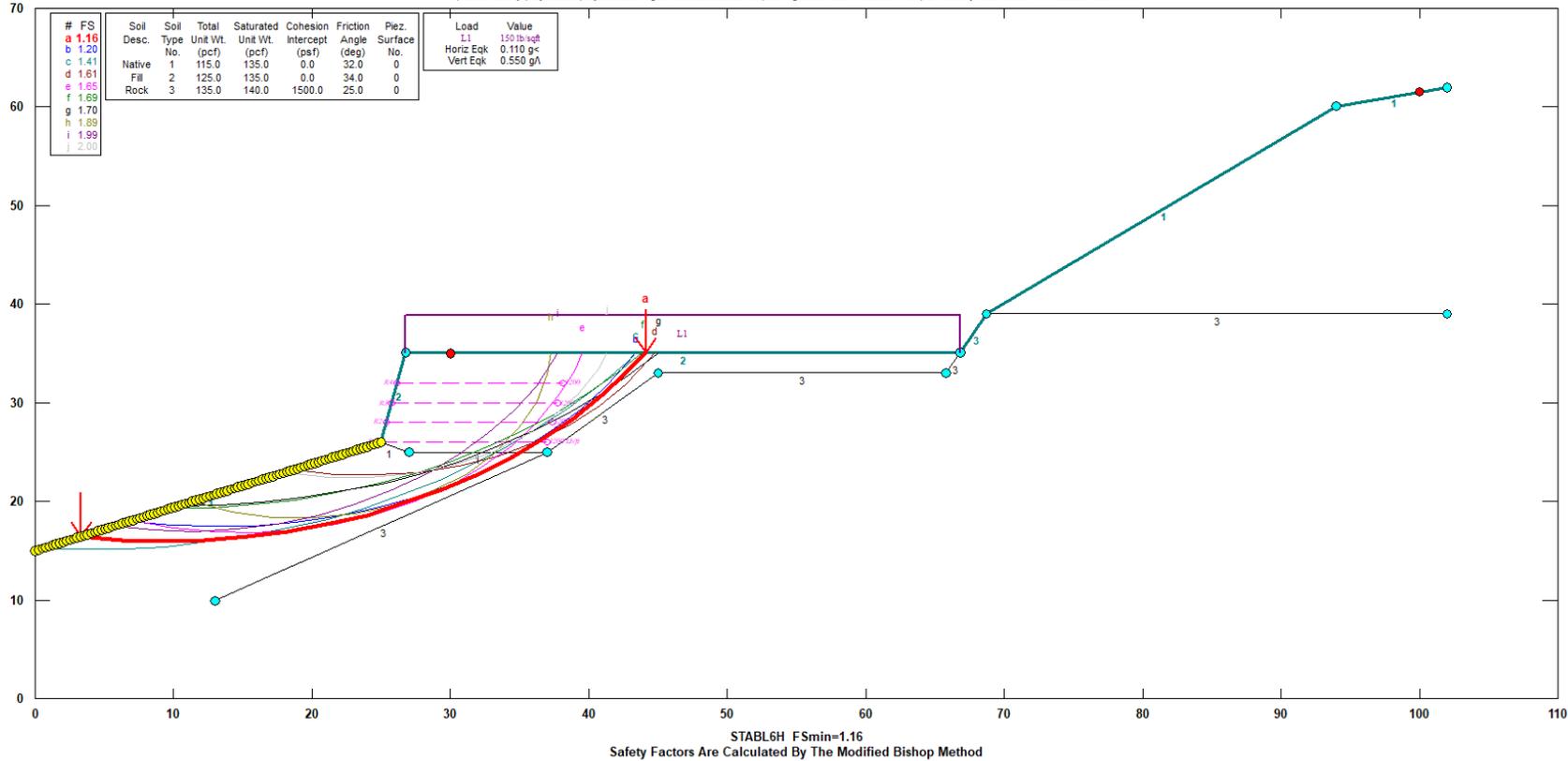


Shallow Bedrock - Static  
Landmark Project No 20814

Figure 2

Chuckwalla Development Station 4+00

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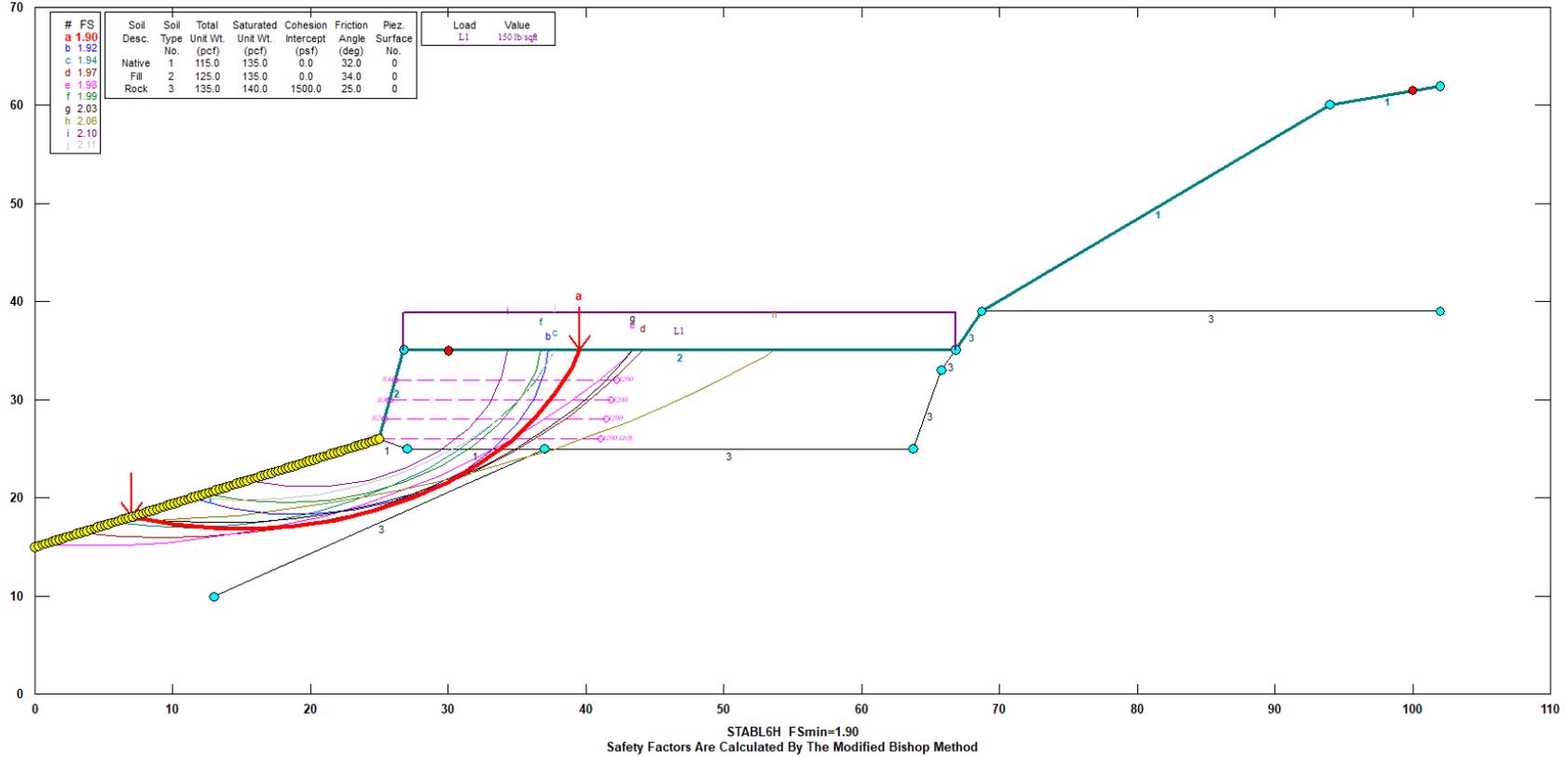


Shallow Bedrock -Seismic  
Landmark Project No 20814

Figure 3

Chuckwalla Development Station 3+00

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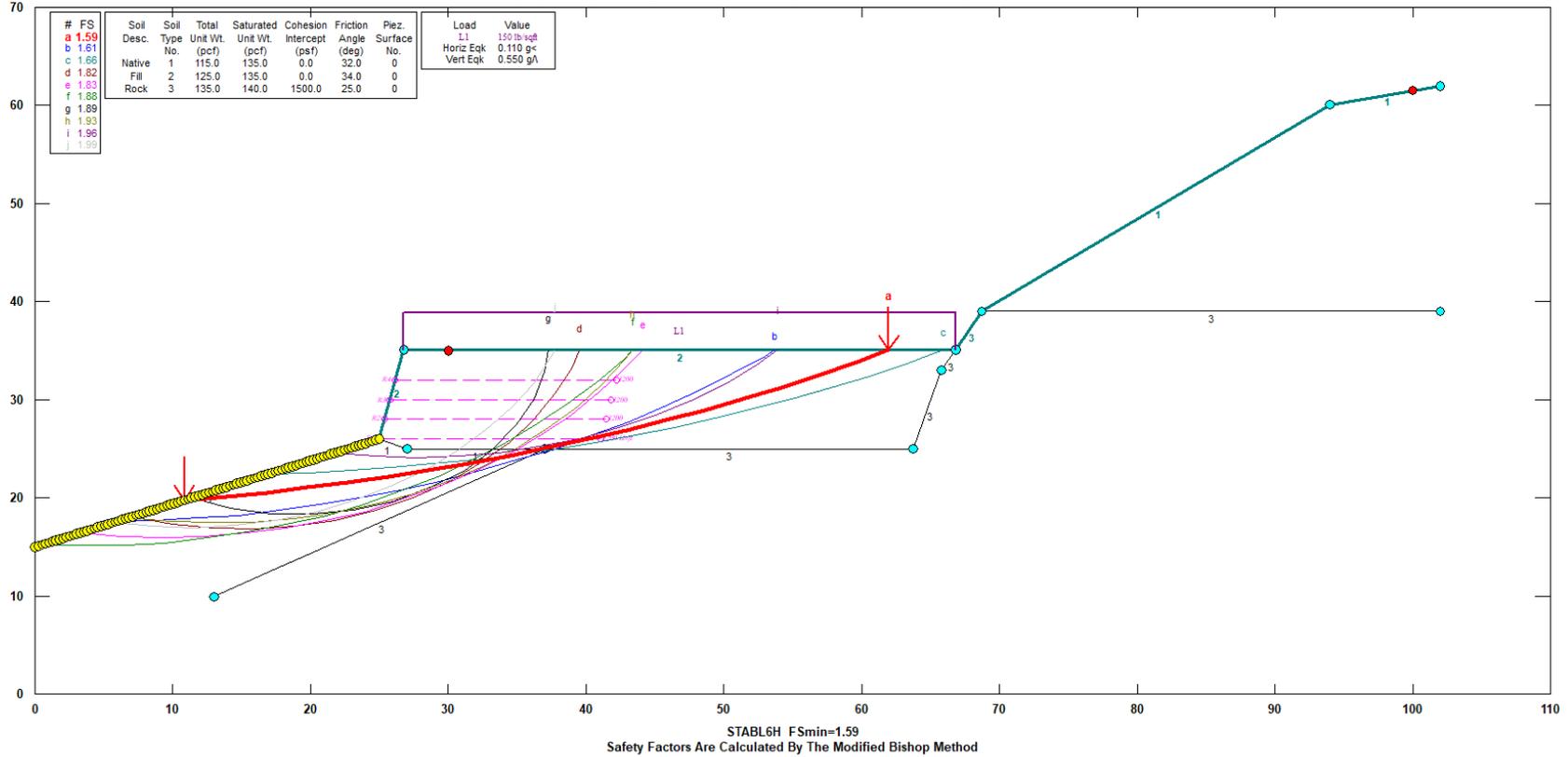


Deep Bedrock - Static  
Landmark Project No 20814

Figure 4

Chuckwalla Development Station 3+00

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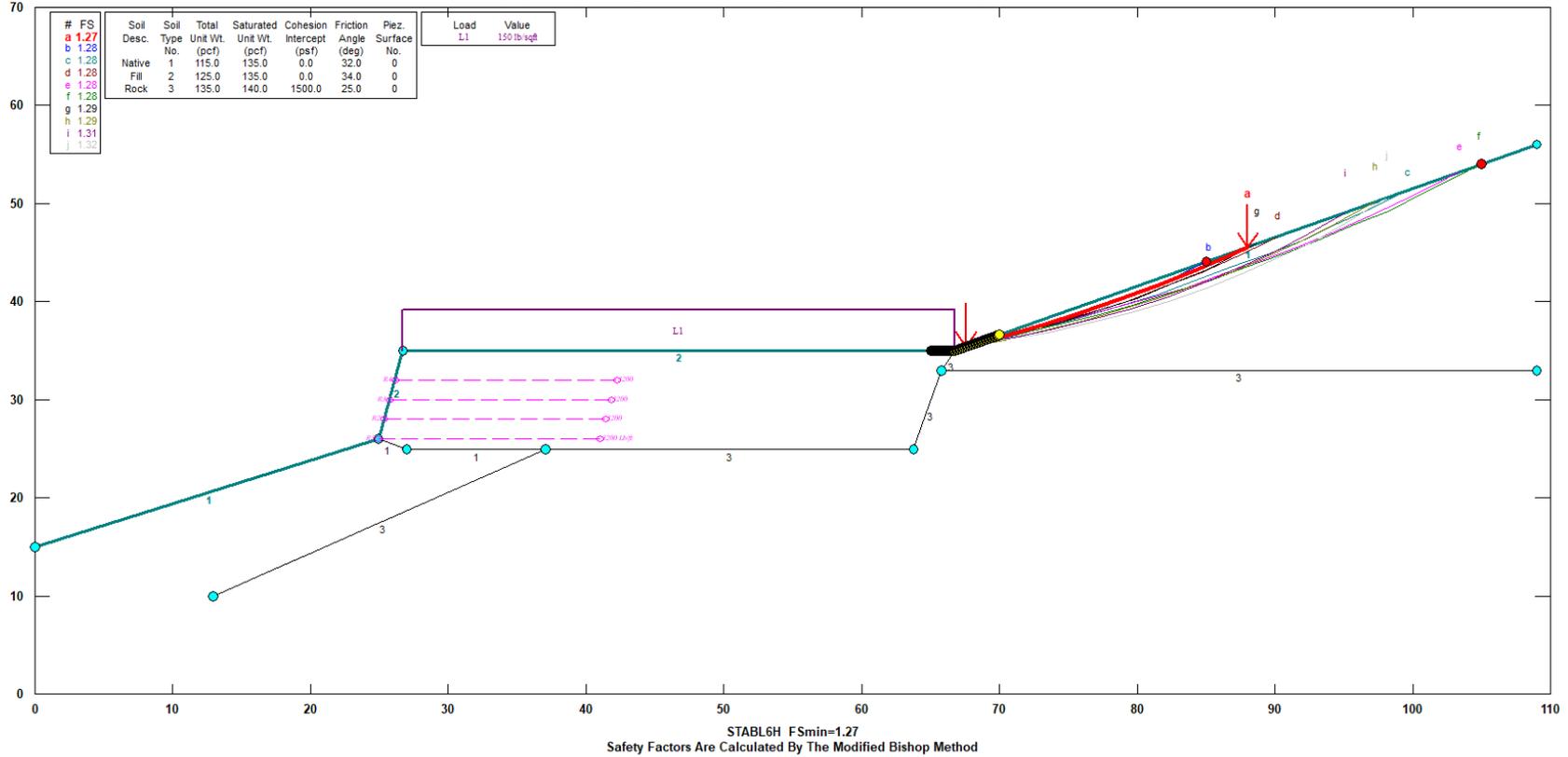


Deep Bedrock - Seismic  
Landmark Project No 20814

Figure 5

Chuckwalla Development Station 3+00

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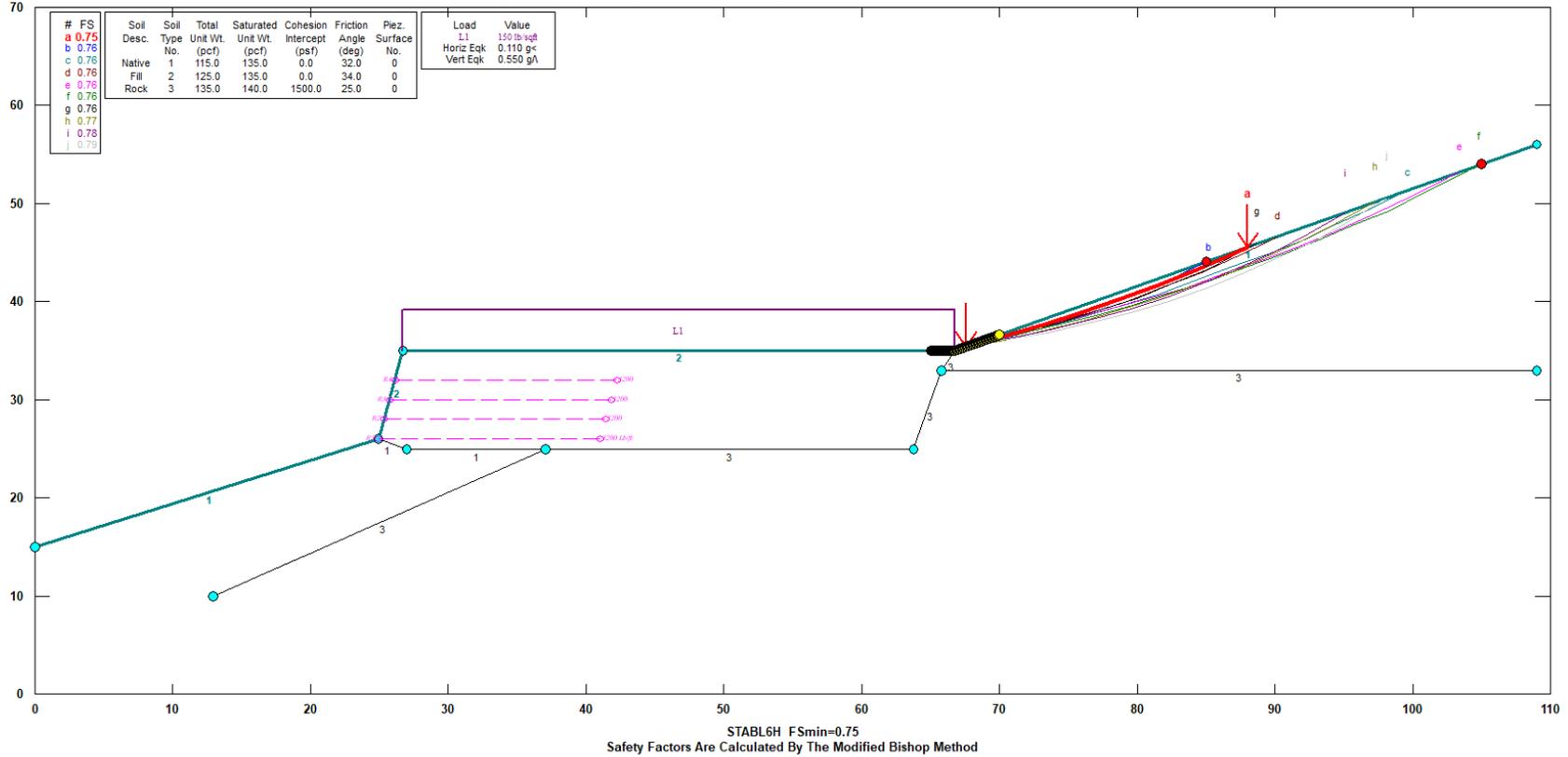


2H: 1V Slope - Static  
Landmark Project No 20814

Figure 6

Chuckwalla Development Station 3+00

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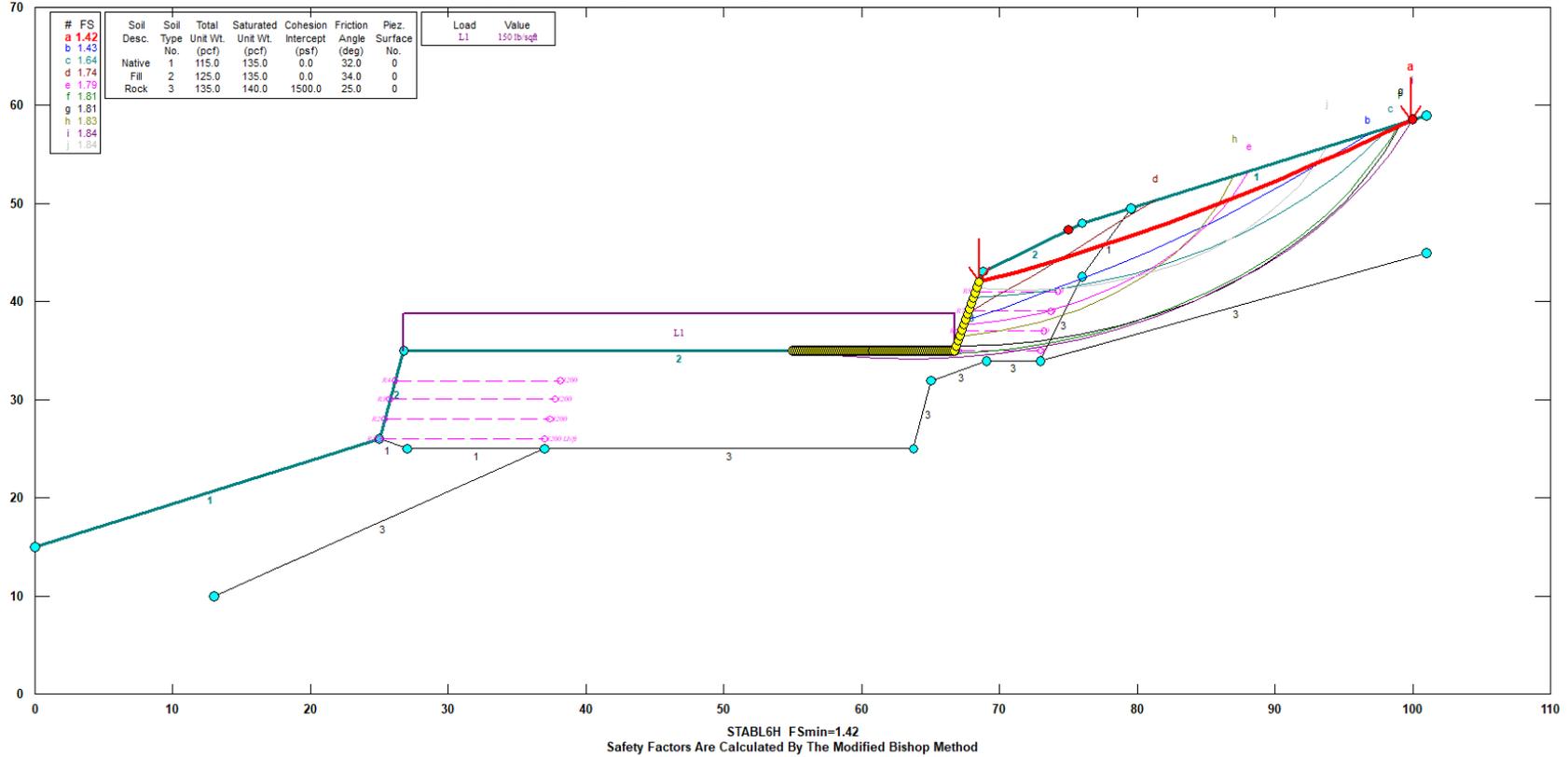


**2H: 1V Slope - Seismic**  
Landmark Project No 20814

Figure 7

Chuckwalla Development Station 3+00 Upper with Wall

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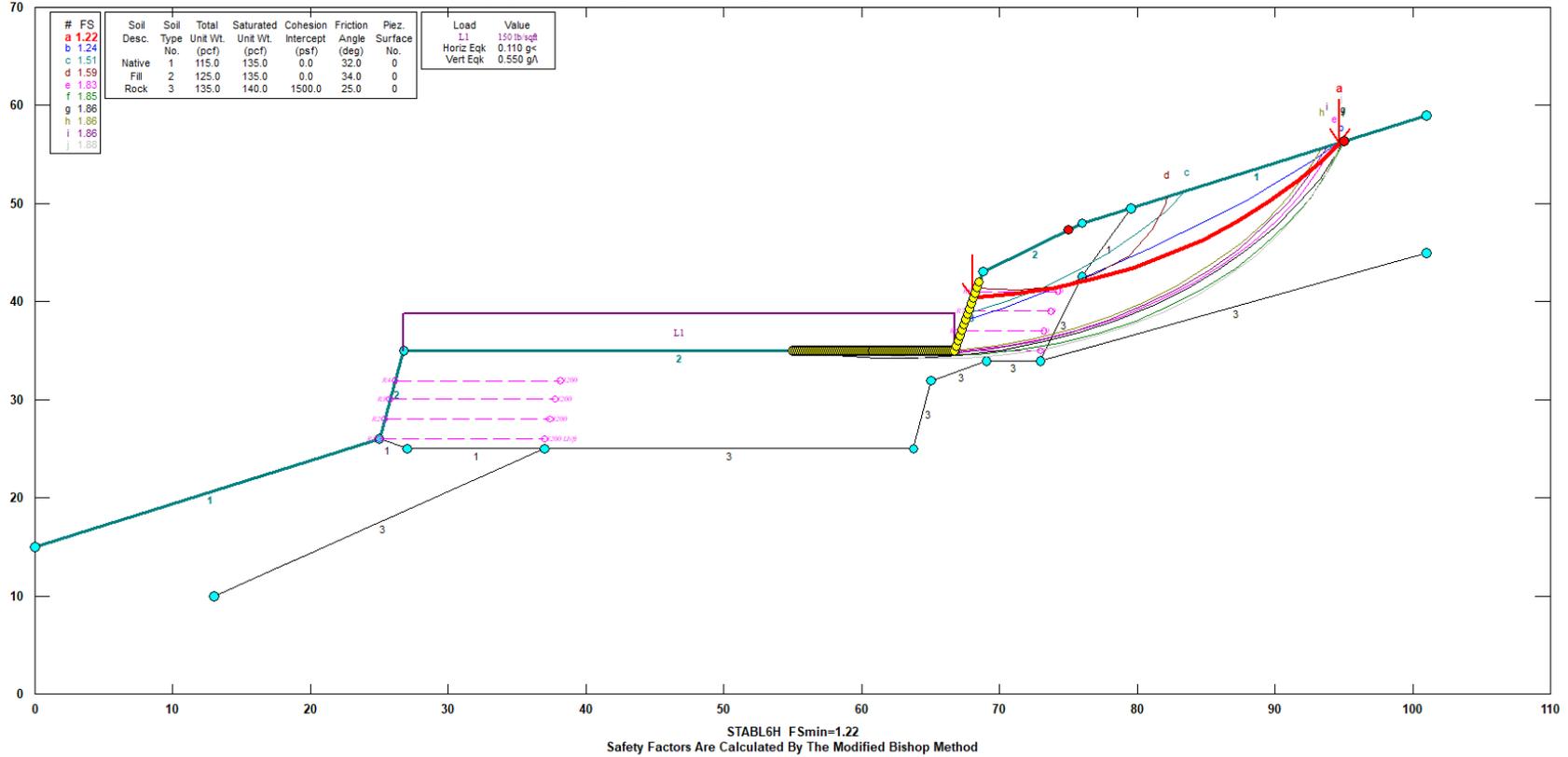


Upper Wall - Static  
Landmark Project No 20814

Figure 8

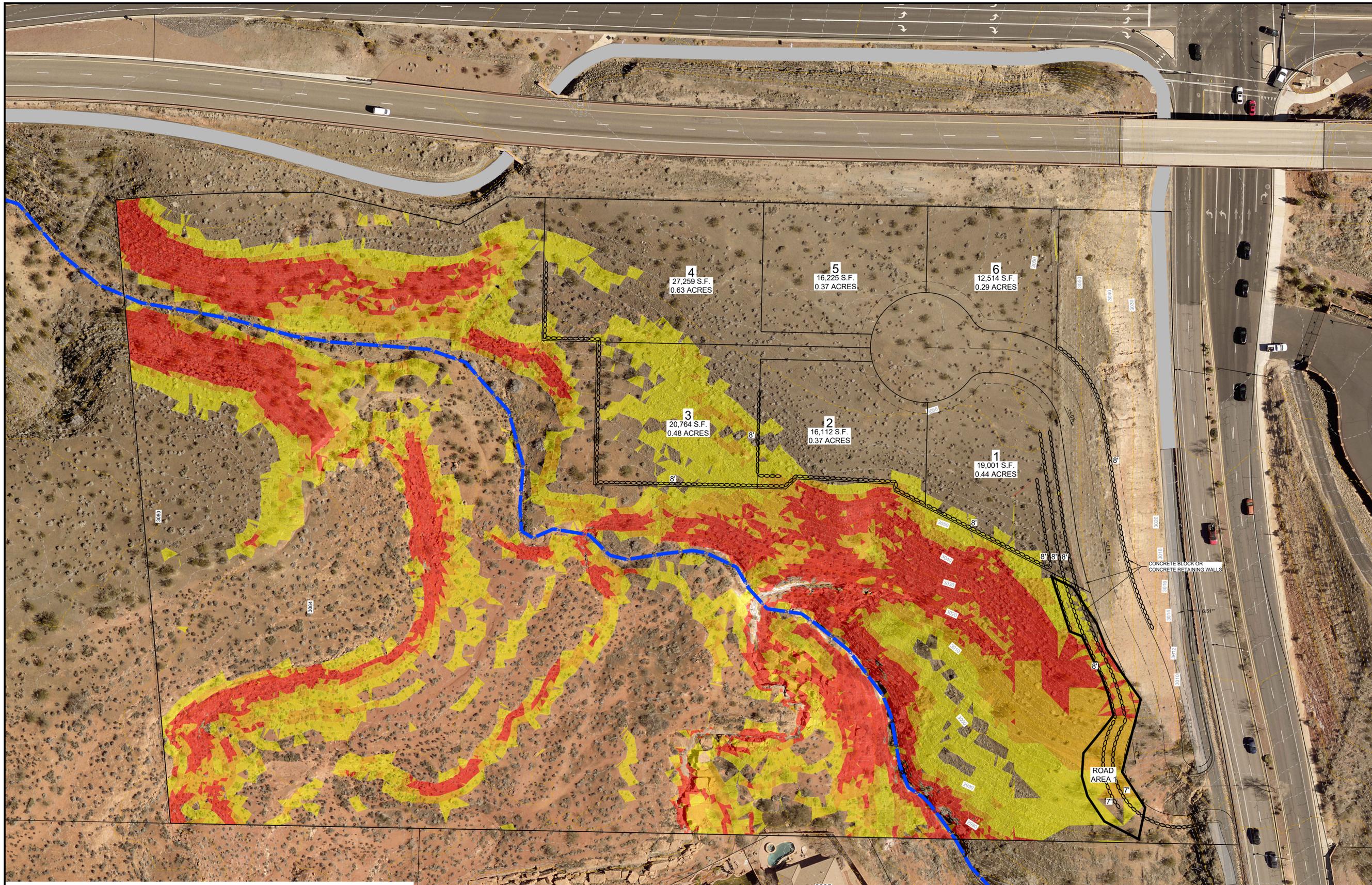
Chuckwalla Development Station 3+00 Upper with Wall

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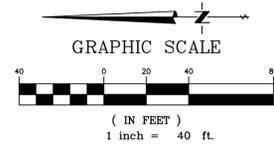


Upper Wall - Seismic  
Landmark Project No 20814

Figure 9



| Disturbed Area Slopes Table |               | TOTAL OVERALL 12.63 ACRES |                |                      |               |                |              |
|-----------------------------|---------------|---------------------------|----------------|----------------------|---------------|----------------|--------------|
| Number                      | Minimum Slope | Maximum Slope             | Area           | Hillside Allowable % | Developable   | Total Proposed | Road Area 1  |
| 1                           | 1.00%         | 19.99%                    | 239336 SQ. FT. | SEE UNDERLYING ZONE  | 74995 SQ. FT. | 451 SQ. FT.    |              |
| 2                           | 20.00%        | 29.99%                    | 85688 SQ. FT.  | 30% MAX DISTURBED    | 25706 SQ. FT. | 14701 SQ. FT.  | 1196 SQ. FT. |
| 3                           | 30.00%        | 39.99%                    | 58127 SQ. FT.  | 5% MAX DISTURBED     | 2906 SQ. FT.  | 1342 SQ. FT.   | 636 SQ. FT.  |
| 4                           | 40.00%        | 99.99%                    | 76151 SQ. FT.  | NOT PERMITTED        |               |                | 274 SQ. FT.  |



| No. | Date | By | Revision |
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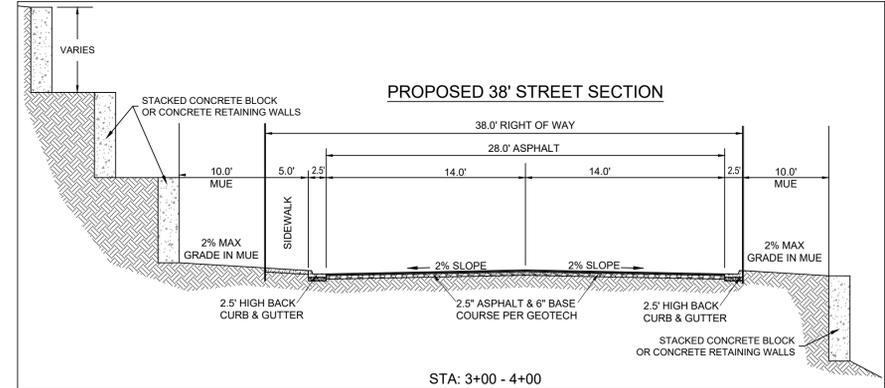
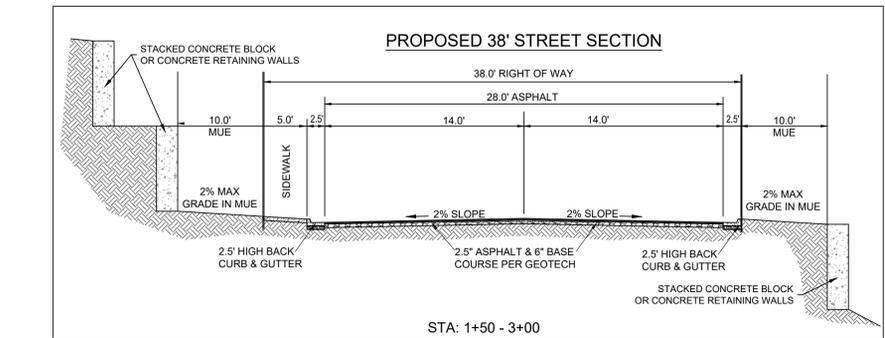
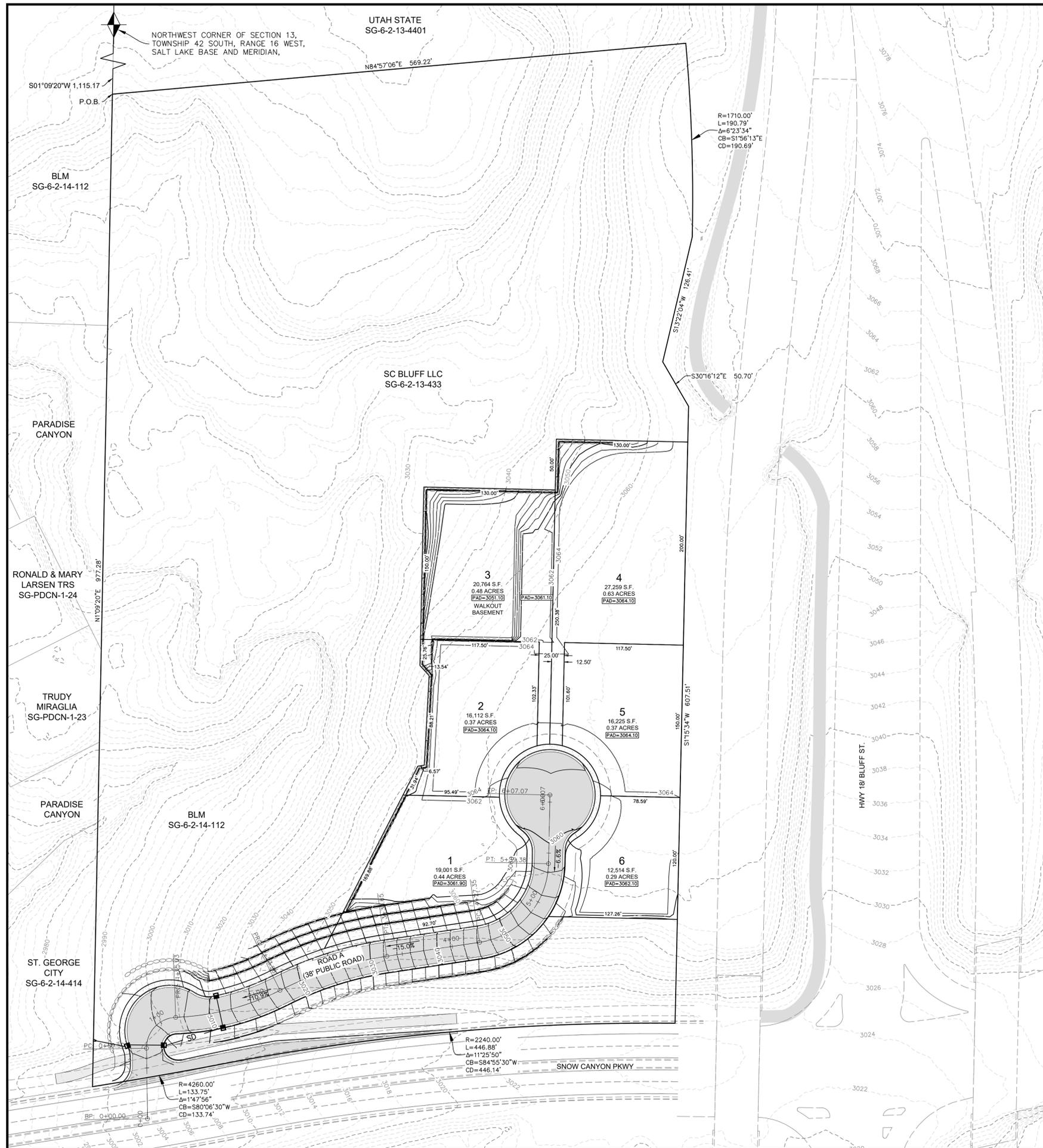
**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors  
 205 East Tabernacle Suite #4  
 St. George, Utah 84770  
 Phone (435) 673-2337 / Fax (435) 673-3161  
 www.bushandgudgell.com



DATE: JULY 2023  
 DRAWN: CBW  
 APPROVED: APPROVED  
 SCALE: 1" = 40'  
 JOB NO. 221190

HILLSIDE MAP  
 CHUCKWALLA SUBDIVISION  
 @ ST. GEORGE, UTAH

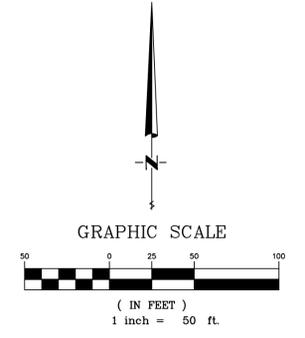
X:\221000-221999\221190 - Chuckwalla Subdivision\Drawings\Hillside\221190 Chuckwalla Hillside Map.dwg



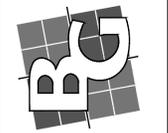
- LEGEND**
- EXISTING RIGHT OF WAY LINE
  - PROPOSED CURB & GUTTER
  - EXISTING CURB & GUTTER
  - PROPOSED CONCRETE BLOCK OR CONCRETE RETAINING WALL
  - DRAINAGE CHANNEL FLOW LINE
  - EXISTING FENCING
  - OHP — EXISTING OVER HEAD POWER
  - EXISTING SEWER
  - PROPOSED SEWER
  - EXISTING WATER
  - PROPOSED WATER
  - STOP / STREET SIGN
  - END OF ROAD MARKERS
  - DRAINAGE FLOW DIRECTION
  - SECTIONAL MONUMENT (TYPE, LOCATION, ETC AS NOTED IN PLAT)
  - PROPOSED ASPHALT
  - DEDICATED TO CITY
  - EXISTING GROUND CONTOUR
  - FINISH GROUND CONTOUR
  - DRAINAGE FLOW
  - FINISH PAD ELEVATION
  - SPOT ELEVATION
  - STORM DRAIN
  - (S) SINGLE CURB INLET PER CITY STD. DETAIL 205
  - (D) DOUBLE CURB INLET PER CITY STD. DETAIL 205
  - LOT LINE
  - STORM DRAIN MAN HOLE

**OWNER / DEVELOPER**  
SC BLUFF LLC  
JERRY MYAHARA  
(949) 279-6824  
2 WEST  
ST. GEORGE, UTAH 84770

**ENGINEERING CONTACT**  
BUSH AND GUDGELL, INC.  
205 EAST TABERNACLE #4  
ST. GEORGE, UT 84770  
RICK MEYER - PROJECT MANAGER  
(435)-673-2337



**BUSH & GUDGELL, INC.**  
Engineers - Planners - Surveyors  
205 East Tabernacle Suite #4  
St. George, Utah 84770  
Phone (435) 673-2337 / Fax (435) 673-3161  
www.bushandgudgell.com



DATE: JULY 2023  
DRAWN: CBW  
APPROVED: WFM  
SCALE: 1" = 50'  
JOB NO.: 221190

**GRADING PLAN**  
CHUCKWALLA ESTATES  
LOCATED IN ST. GEORGE, UTAH

X:\221000-221999\221190 - Chuckwalla Subdivision\Drawings\Preliminary Plot\221190 - Chuckwalla Pre Plat.dwg

# AGEC

## Applied GeoTech

August 1, 2023

SC Bluff, LLC  
2 West St. George, Blvd. #5H  
St. George, Utah 84770

Attn: Jerry Miyahara  
Email: [jerry@rize-up.com](mailto:jerry@rize-up.com)

Subject: Hillside Review Consultation  
Chuckwalla Subdivision  
NWC Snow Canyon Parkway and SR-18  
St. George, Utah  
AGEC Project No. 2220872

### References:

1. Preliminary Plat, prepared by Bush & Gudgell Engineering, dated June 2023, Job No. 221190.
2. Hillside Map, prepared by Bush & Gudgell Engineering, dated June 2023, Job No. 221190.
3. Slope Stability Analysis, prepared by Landmark Testing and Engineering, dated November 12, 2020. Project No. 20814.
4. Hillside Review and Geologic Hazard Assessment and Geotechnical Investigation, by AGEC, dated March 4, 2013, Project No. 2130115.
5. Interim Geologic Map of the Washington Quadrangle, Washington County, UGS-Open File Report-324, 1995, Willis, Higgins
6. Geologic Hazards and Adverse Construction Conditions, St. George-Hurricane Metropolitan Area, Washington County, Utah, Special Study 127, 2008. Lund, Knudsen, Vice and Shaw.

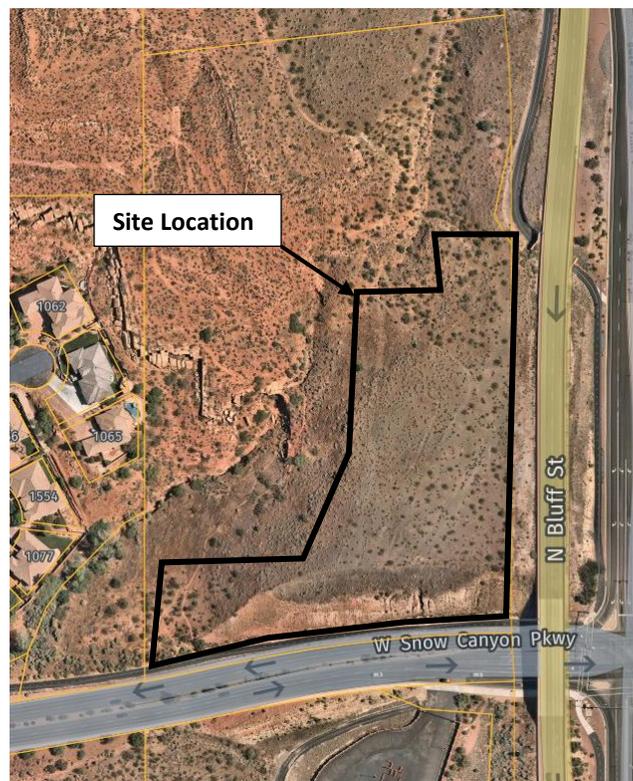
### SCOPE OF WORK

AGEC was requested to review the proposed plans for the 6 lot subdivision to be located on the northwest corner (NWC) of Snow Canyon Parkway and SR-18. AGEC has met several times on site with engineers, owner/developer and city staff to discuss the proposed project. Subsequently, the site was designed for the subdivision shown on the

attached site plan. AGEC has reviewed a previous study for a different part of the property along the west side of the site (Ref No. 3) and has also observed the cut slope on Snow Canyon Parkway. In addition, AGEC has reviewed the geologic literature for potential geologic hazards as a part of preparation of this report.

## SITE/SUBSURFACE CONDITIONS

The property proposed for development is located on the northwest corner of Snow Canyon Parkway and SR-18 as shown on the map below.

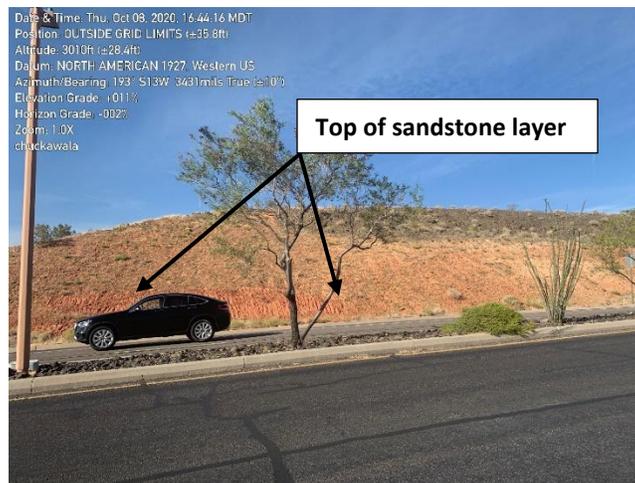
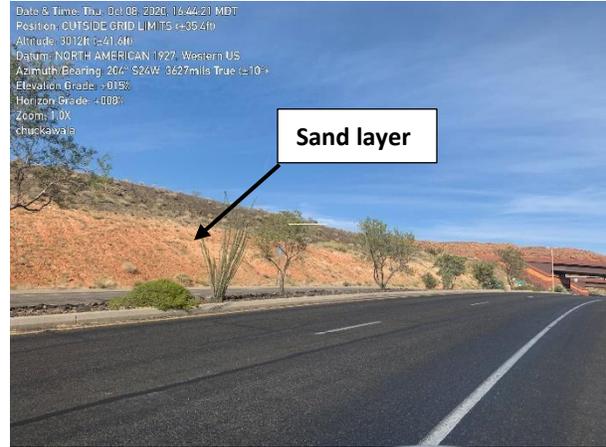


Site Location Map

The site is located at the top of a ridge with a wash or gully to the west and northwest. The site is level on the eastern portion with a downward slope to the northwest. The site is has approximately 30 feet of elevation change from the top of the ridge down to the northwest corner of Lot 3. See attached slope map.

The south edge of the site with a moderately steep cut slope that was created when Snow Canyon Parkway was graded. The slope is approximately 40 feet high with a slight bench

amount mid height or just below the basalt caprock. Several photos are shown below of the cut slope.



The lower portion of the slope is sand and sandstone bedrock (eastern portion) while the top of the slope is capped with basalt cap rock. The basalt is moderately fractured and granular. The sand is medium dense and slightly cemented. The sandstone bedrock is mostly on the eastern portion of the exposed slope as shown in the photos above.

The caprock is underlain by alluvial and colluvial sand deposits that will be underlain by Sandstone.

## GEOLOGIC CONDITIONS/HAZARDS

Based on review of the geologic literature (Ref No. 5), the majority of the site is covered with basalt caprock of the Cedar Bench Lava Flow. The caprock is moderately fractured or granular. The thickness varies from approximately 10 to 15 feet on the site. The thickness decreases to the west. The edges of the site have exposed Kayenta Formation siltstone and sandstone.

Based on a review of the geologic hazards mapping (Ref No. 6) the following items are noted from our evaluation and site visit:

1. The eastern edge of the site is mapped as a low hazard for **rockfall**. Based on our field observations, there is not a significant source nor a development below the site that would be a concern.
2. The eastern edge of the site was also mapped as a low hazard for **landslides** or slope stability. Based on our observations and the anticipated grading along with the review of Ref No. 3, we do not anticipate a concern for slope instability. The proposed road access to the south will be retained with rock walls.
3. The mapping also indicates ridge top as a **shallow hard rock** condition and the slope on the west as buried or soft rock condition. Based on our experience during the grading of Snow Canyon Parkway and the Dominion Gas Substation to the south across Snow Canyon Parkway, blasting of the basalt caprock was necessary. The majority of the basalt is fractured and granular.
4. The **erosion and drainage** concerns are mainly along the south and west sides of the site. Bush and Gudgell Engineering has addressed the drainage concerns.

The remaining hazards within Ref no. 5 were reviewed and were not considered for this site to be further discussed or addressed.

## **PROPOSED CONSTRUCTION**

Based on review of Reference No. 1, there are 6 lots as shown on the attached site plan. The access to the site will be along the south side of the property along the north edge of Snow Canyon Parkway as shown on the site plan. The road will require cutting into the slope and exposing approximately 10 to 20 high foot cut slope that will primarily extend the existing cut slope back into the hillside. There will also be a fill slope on the west end of the road of up to approximately 12-16 feet. The roadway will extend up the slope at 10-15 %. The existing trail along Snow Canyon Parkway will need to be slightly realigned.

We anticipate that the residences will be single story with the potential of basements.

The walls shown on the site plan will be of basalt type stacking rock and will be designed as a part of the construction drawings.

We anticipate additional details for the individual homes will be available at the time of construction. AGEC should review the proposed construction for each residence on an individual basis.

## **CONCLUSIONS**

Based on the proposed construction, the anticipated subsurface conditions and our experience in the area, the following conclusions are provided:

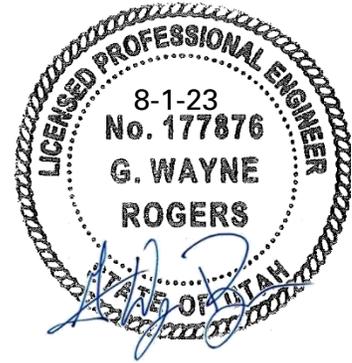
1. The site is suitable for the proposed construction.
2. The existing hillside cut will extend deeper into the hillside and we anticipate similar conditions to those exposed at this time.
3. The proposed roadway cut will be retained and will be stable following grading and retaining.
4. The proposed residences will likely be supported on conventional foundations. Additional design recommendations will be provided as we provide a geotechnical report prior to construction.

## LIMITATIONS

The conclusions provided within this report are based on our observations of the site conditions, understanding of the proposed construction and our experience in the area. If during construction or further investigation, the conditions are found to be different, AGEC should be contacted to re-evaluate our conclusions and recommendations.

If you have any questions, or if we can be of further service, please call.

Sincerely,



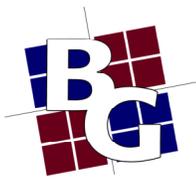
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

G. Wayne Rogers, P.E.

P:\2022 Project Files\2220800\2220872 - GT Chuckawalla Development\Hillside Report.docx







**Bush and Gudgeon, Inc.**

**Engineers • Planners • Surveyors**

www.bushandgudgeon.com

July 31, 2023

Preliminary Drainage Memo  
Chuckwalla residential subdivision

Chuckwalla is a proposed 6-lot residential subdivision at the northwest corner of Snow Canyon Parkway and State Route 18 (Bluff Street) in St George. It is located on parcel SG-6-2-13-433. The project includes 12.63 acres of land. The site will be accessed off Snow Canyon Parkway as a right-in, right-out approach.

The project has potential to generate stormwater runoff. The purpose of this letter is to identify the methods that will be used and the discharge location(s) of that runoff.

**Site Considerations**

A wash runs through the project that enters from the northeast and exits and the southwest corner of the site. This wash has a contributing area of approximately 200 acres. It is tributary to the Halfway Wash to the west of the project. All proposed development for the project will occur south and east of the wash, so no impacts to or wash crossings will be needed.

The site is part of FEMA panel 49053C0788G and is not encumbered by floodplain.

There is significant topographic relief to the property and the project will go through hillside review at the city.

Offsite water entering the site at discrete points was addressed above. It is not anticipated that offsite water will enter the site at non-discrete points (sheet flow).

**Methodology**

The site hydrology will be analyzed using multiple design storms. The 10-year and 100-year storms will be analyzed using the Farmer-Fletcher distribution (3-hour). Also, the 100-year storm will be analyzed using the SCS Type II (24-hour) distribution. Using the hydrologic results of the analyses a hydraulic analysis will be performed to determine minimum pipe sizing and inlet capture rates in the street.

**Conclusions**

The proposed Chuckwalla development will comply with all local and state requirements for stormwater runoff. It is not anticipated that a detention pond will be required.

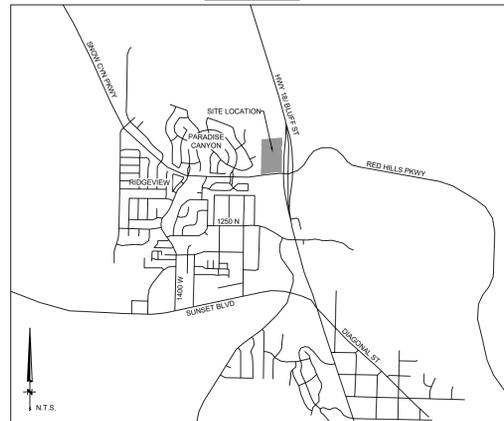


205 East Tabernacle #4  
St. George, UT 84770  
435-673-2337

B&G PROJECT NUMBER 221190  
**CHUCKWALLA ESTATES**

**PRELIMINARY PLAT**  
**LOCATED IN ST GEORGE, UTAH**  
 NORTHWEST 1/4 OF SECTION 13, T 42 S, R 16 W, SLB&M  
 PARCEL # SG-6-2-13-433

VICINITY MAP



**LEGAL DESCRIPTION**

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING SOUTH 01°09'20" WEST 1,115.17 FEET ALONG SAID SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 84°57'06" EAST 569.22 FEET TO THE WESTERLY LINE OF STATE HIGHWAY 18; THENCE SOUTHERLY THE FOLLOWING (4) COURSES ALONG SAID WESTERLY LINE OF STATE HIGHWAY 18; THENCE SOUTHERLY 190.80 FEET ALONG AN ARC OF A 1,710.10 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 84°52'00" WEST, LONG CHORD BEARS SOUTH 01°56'13" EAST 190.70 FEET WITH A CENTRAL ANGLE OF 06°23'34"); THENCE SOUTH 13°22'04" WEST 126.41 FEET; THENCE SOUTH 30°16'12" EAST 50.70 FEET; THENCE SOUTH 01°15'34" WEST 607.51 FEET TO THE NORTHERLY LINE OF SNOW CANYON PARKWAY; THENCE WESTERLY THE FOLLOWING (2) COURSES ALONG SAID NORTHERLY LINE OF SNOW CANYON PARKWAY; THENCE WESTERLY 446.88 FEET ALONG AN ARC OF A 2,240.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 00°38'25" WEST, LONG CHORD BEARS SOUTH 84°55'31" WEST 446.14 FEET WITH A CENTRAL ANGLE OF 11°25'50"); THENCE WESTERLY 133.75 FEET ALONG AN ARC OF A 4,260.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 10°47'28" WEST, LONG CHORD BEARS SOUTH 80°06'30" WEST 133.74 FEET WITH A CENTRAL ANGLE OF 01°47'56") TO THE SECTION LINE; THENCE NORTH 01°09'20" EAST 977.28 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 12.63 ACRES

**PROJECT INFORMATION**

| PROJECT INFORMATION |                 |
|---------------------|-----------------|
| ZONING              | R-1-10          |
| GENERAL PLAN        | LDR             |
| TOTAL AREA          | 12.63 ACRES     |
| TOTAL UNITS         | 6               |
| DENSITY             | 2.11 D.U./ ACRE |

PROJECT MAP



**GENERAL NOTES**

- 1) CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK IN ANY ZONE.
- 2) ALL WORK AND MATERIALS SHALL COMPLY WITH ST. GEORGE CITY STANDARD SPECIFICATIONS.
- 3) PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINS. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT AND GRADING PERMIT NUMBER.
- 4) PROJECTS SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES.
- 5) A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICE INSPECTORS.
- 6) FOLLOW APPENDIX 'J' STANDARDS FOUND IN THE IBC.
- 7) ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT THE DRIVER'S VIEW.

**DUST CONTROL**

THESE DUST CONTROL MEASURES MUST BE OBSERVED AT ALL TIMES:  
**EARTH MOVING ACTIVITIES:**

- 1) APPLY WATER BY MEANS OF TRUCKS, HOSES AND/OR SPRINKLERS AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING AND AFTER EARTHMOVING ACTIVITIES.
  - 2) PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS OR EQUIPMENT PENETRATION.
  - 3) APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
  - 4) OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.
- DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:**
- 1) WHEN ACTIVE CONSTRUCTION OPERATIONS HAVE CEASED, APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST AND PRIOR TO EXPECTED WIND EVENTS.
  - 2) INSTALL FENCE BARRIER AND/OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS.

**JULY 2023**

**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors

205 East Tabernacle #4  
 St. George, Utah 84770  
 Phone (435) 673-2337



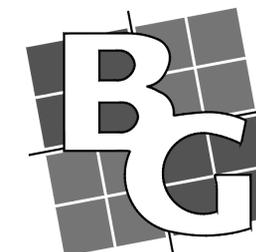
**OWNER / DEVELOPER**

SC BLUFF LLC

JERRY MYAHARA  
 (949) 279-6824  
 2 WEST  
 ST. GEORGE, UTAH 84770

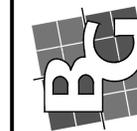
**ENGINEERING CONTACT**

BUSH AND GUDGELL, INC.  
 205 EAST TABERNAACLE #4  
 ST. GEORGE, UT 84770  
 RICK MEYER - PROJECT MANAGER  
 (435)-673-2337



**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors

205 East Tabernacle Suite #4  
 St. George, Utah 84770  
 Phone (435) 673-2337 / Fax (435) 673-3161  
 www.bushandgudgell.com



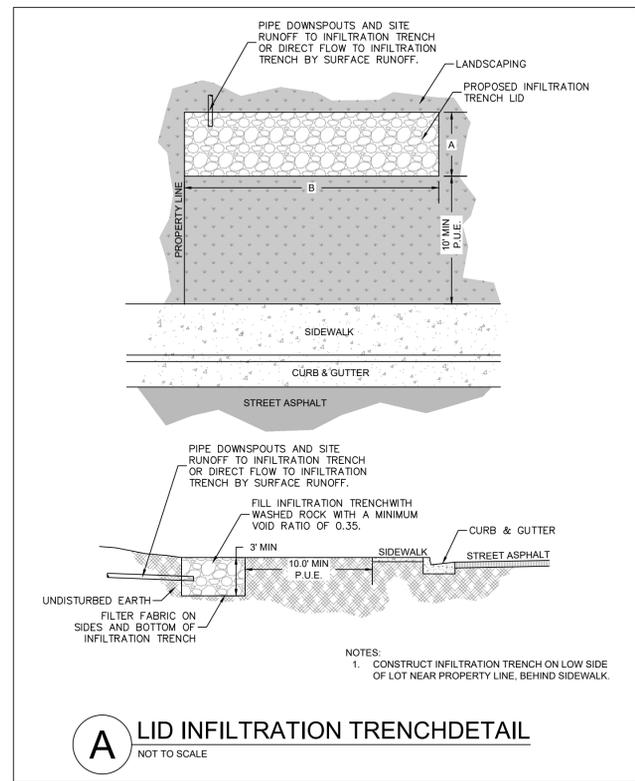
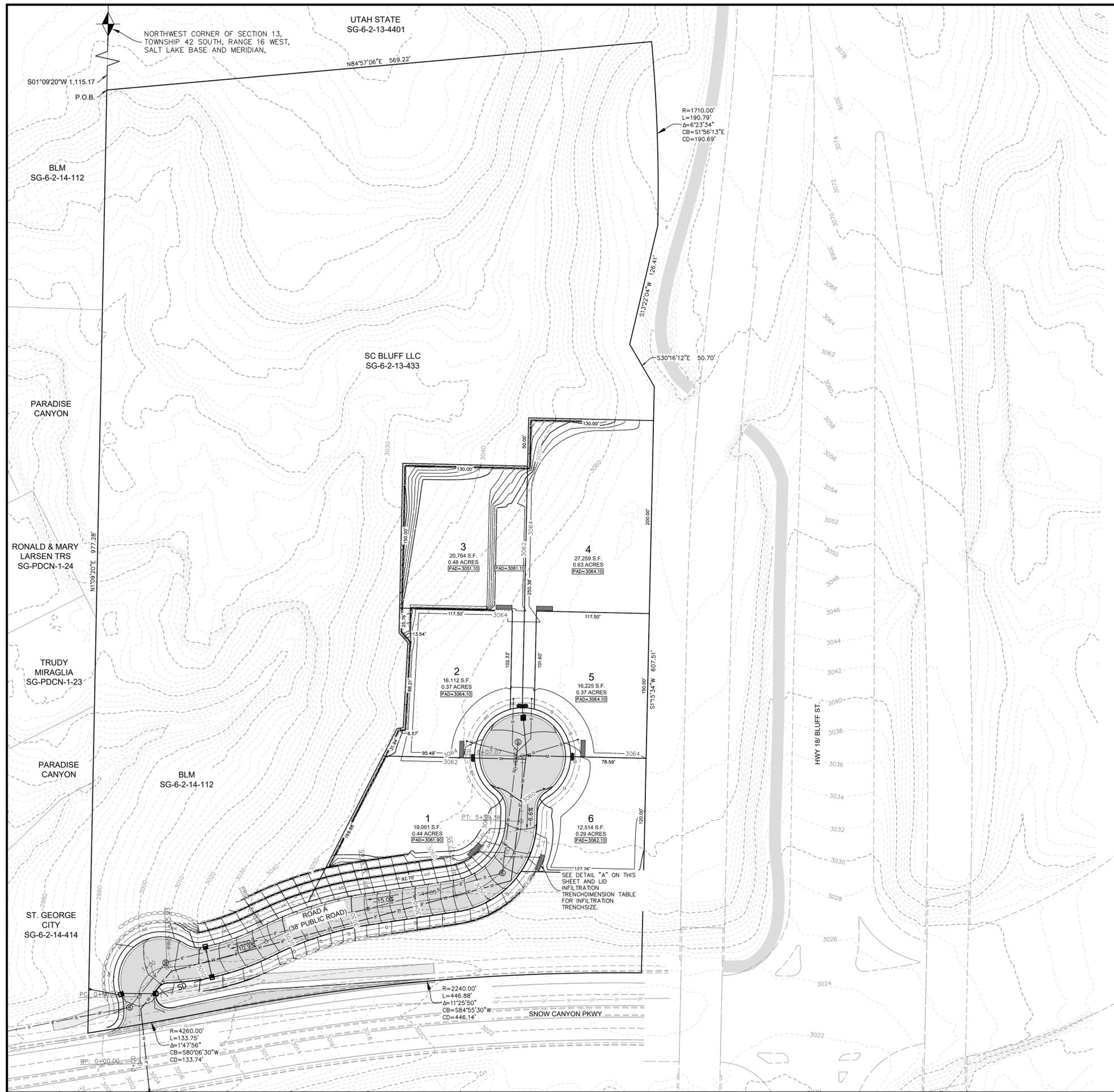
DATE: JULY 2023  
 DRAWN: CBW  
 APPROVED: WFM  
 SCALE: NOTED  
 JOB NO.: 221190

**PRELIMINARY PLAT**  
 CHUCKWALLA ESTATES  
 LOCATED IN ST GEORGE, UTAH

SHEET 1 OF 4 SHEETS  
 FILE: PRE PLAT





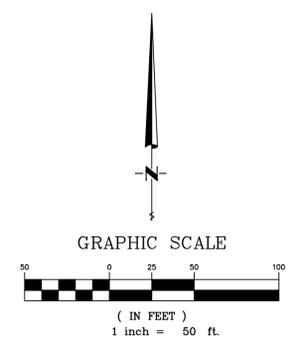


**LEGEND**

|  |  |  |                        |
|--|--|--|------------------------|
|  | EXISTING GROUND CONTOUR                        |  | LOT LINE               |
|  | FINISH GROUND CONTOUR                          |  | CURB & GUTTER          |
|  | DRAINAGE FLOW                                  |  | EXISTING CURB & GUTTER |
|  | FINISH PAD ELEVATION                           |  | FLOW LINE              |
|  | SPOT ELEVATION                                 |  | STORM DRAIN MAN HOLE   |
|  | STORM DRAIN                                    |  |                        |
|  | (S) SINGLE CURB INLET PER CITY STD. DETAIL 205 |  |                        |
|  | (D) DOUBLE CURB INLET PER CITY STD. DETAIL 205 |  |                        |

**OWNER / DEVELOPER**  
SC BLUFF LLC  
JERRY MYAHARA  
(949) 279-6824  
2 WEST  
ST. GEORGE, UTAH 84770

**ENGINEERING CONTACT**  
BUSH AND GUDGELL, INC.  
205 EAST TABERNACLE #4  
ST. GEORGE, UT 84770  
RICK MEYER - PROJECT MANAGER  
(435)-673-2337



**BUSH & GUDGELL, INC.**  
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205 East Tabernacle Suite #4  
St. George, Utah 84770  
Phone (435) 673-2337 / Fax (435) 673-3161  
www.bushandgudgell.com

**BG**

DATE: JULY 2023  
DRAWN: CBW  
APPROVED: WFM  
SCALE: 1" = 50'  
JOB NO.: 221190

**LID PLAN**  
CHUCKWALLA ESTATES  
LOCATED IN ST GEORGE, UTAH

SHEET 4 OF 4 SHEETS  
FILE: PRE PLAT



SUPPORTING UTAH SCHOOLS AND INSTITUTIONS

Michelle E. McConkie  
Executive Director

102 South 200 East, #600  
Salt Lake City, Utah 84111  
801-538-5100 Fax 801-355-0922  
trustlands.utah.gov

October 4, 2023

Jerry,

Please consider this letter a confirmation of our telephone discussion of October 3, 2023. Trust Lands Archaeology Staff has reviewed the preliminary plat for the "Chuckwalla Estates" development and its relationship to historic property 42Ws1515. Trust Lands has determined that this project sufficiently avoids the boundaries of this historic property and that the requirements described in the previously established Archaeological Deed Covenant have been satisfied.

Thanks for your attention to this matter and please do not hesitate to contact me if your plans change prior to starting.

A handwritten signature in black ink that reads "Joel Boomgarden". The signature is written in a cursive, slightly slanted style.

Joel Boomgarden  
Lead Archaeologist  
Trust Lands Administration

## Certificate of Sale 26714 (C26714) Archaeological Deed Covenant

The areal limits of those portions of archaeological site 42Ws1515 (referred to as the "Site") located within the parcel, as more fully depicted in Exhibit "A", shall be subject to the following restrictions hereinafter set forth, which shall be a covenant running with the land in perpetuity and which shall be binding between the Trust Lands Administration and each and every purchaser and owner, their heirs, successors and assigns (referred to collectively as "Purchaser"). This covenant protects the Site and its setting, and requires the Purchaser to seek approval from the Trust Lands Administration before conducting any ground-disturbing activities within the Site. Purchaser may not collect artifacts from the Site, or allow anyone else to collect such specimens, as ownership of same is reserved to the Trust Lands Administration. In addition:

1. Ownership of all archaeological contexts, data, artifacts, specimens, structural remains, and archaeological features and deposits shall remain in the Trust Lands Administration.
2. For all activities conducted within the Site, Purchaser shall comply with the Utah Antiquities Act, *Utah Code Annotated* § 9-8-301 et seq. and § 9-8-404 (1953), as amended, or any amending or replacing legislation, as if the Trust Lands Administration held title to the Site, including but not limited to:
  - A. Prior to commencing any undertaking (as defined in *Utah Administrative Code* rule R850-60-200) within the limits of the Site, Purchaser shall consult with the Trust Lands Administration and seek approval for the proposed undertaking.
  - B. Approval shall be subject to the archaeological contexts, data, artifacts, specimens, structural remains, features and deposits contained in the Site being preserved, recovered, or otherwise treated in a manner satisfactory to the Trust Lands Administration.
  - C. Purchaser shall provide the Trust Lands Administration with all collections (i.e., specimens, unprocessed samples, notes and photographs) resulting from archaeological investigations at the Site, and all subsequent data analyses and reports.
3. The Trust Lands Administration may, at its discretion, release the restrictive covenant in part or in its entirety in the event that the Trust Lands Administration determines, in consultation with the Utah Division of State History, that an appropriate level of data recovery has occurred.
4. The restrictive covenant is for the benefit of the beneficiaries of the subject lands. The Trust Lands Administration or the Utah Division of State History may monitor compliance with, seek enforcement of, and be entitled to enjoin any violation of the restrictive covenant and to recover damages caused by the violation.
5. The Trust Lands Administration reserves a right of access in perpetuity across the subject lands to the Site within the parcel for the purpose of monitoring compliance with this covenant or for facilitation of archaeological research within the Site.
6. The Trust Lands Administration reserves the right, but does not covenant, to conduct archaeological investigations at the Site, along with a right of access for the same, but does not covenant to cause any release of the restrictive covenant pursuant to paragraph 3, above.

# Exhibit "A"



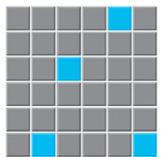
## Legend

● 42Ws1515

□ C26714 Sale Parcel

0 0.0325 0.065 0.13 Miles

0 0.035 0.07 0.14 Kilometers



State of Utah  
School & Institutional  
Trust Lands Administration

# Hillside Permit Chuckwalla

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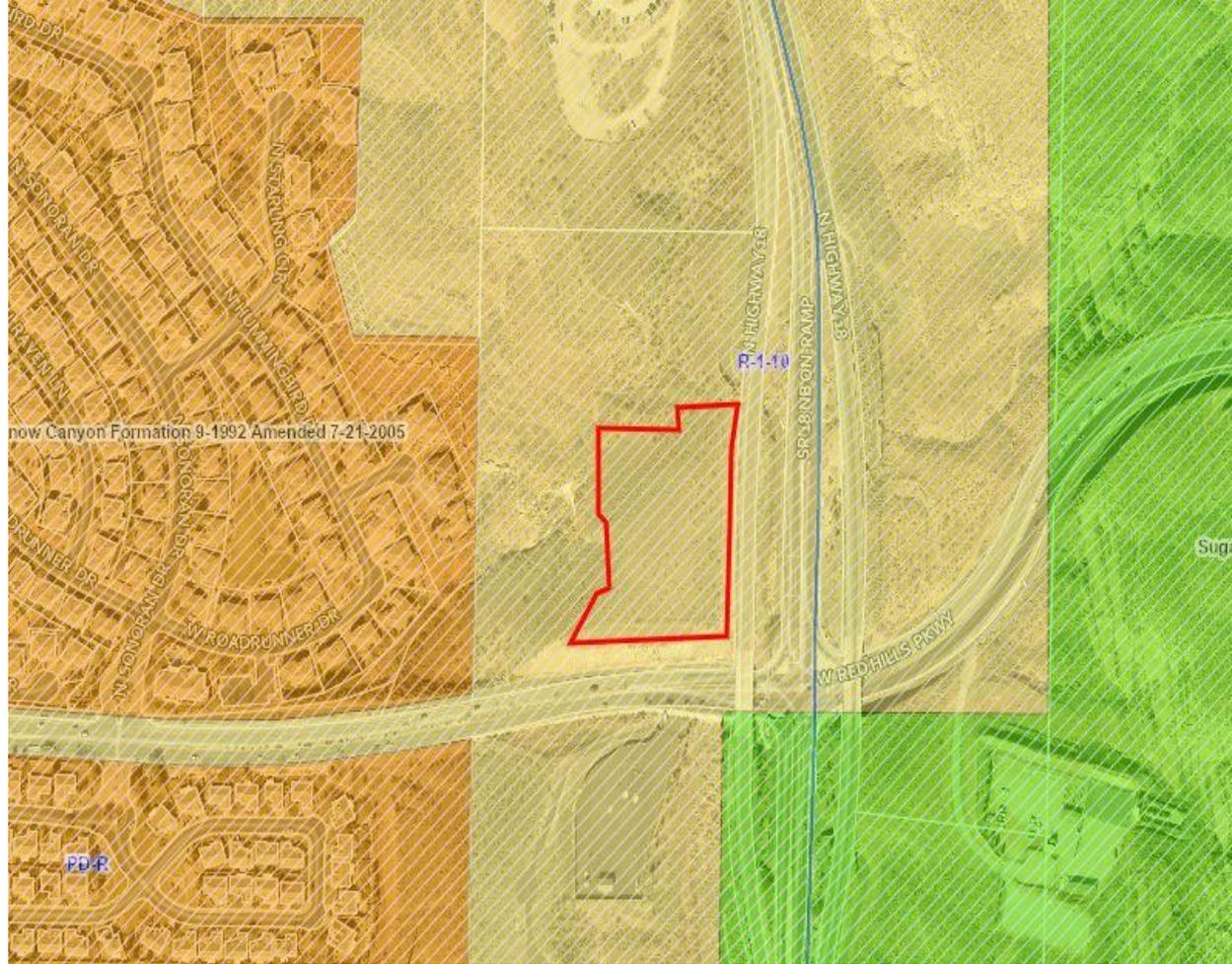
Case No. 2023-HS-008



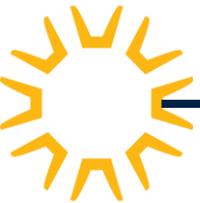
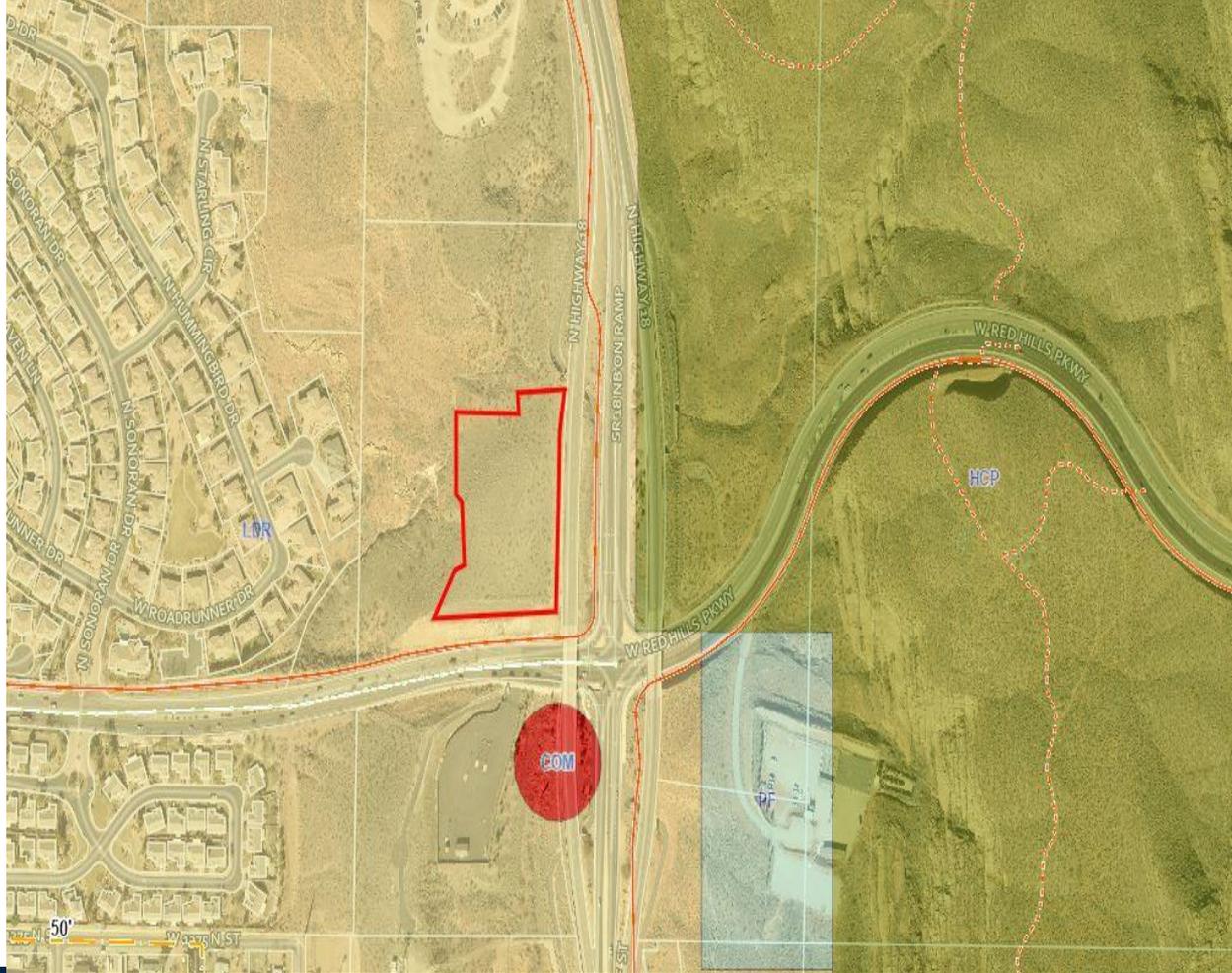
# Vicinity Map



# Zoning Map



# General Plan Map



# Archaeological Site Map

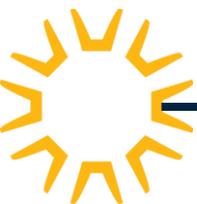


## Legend

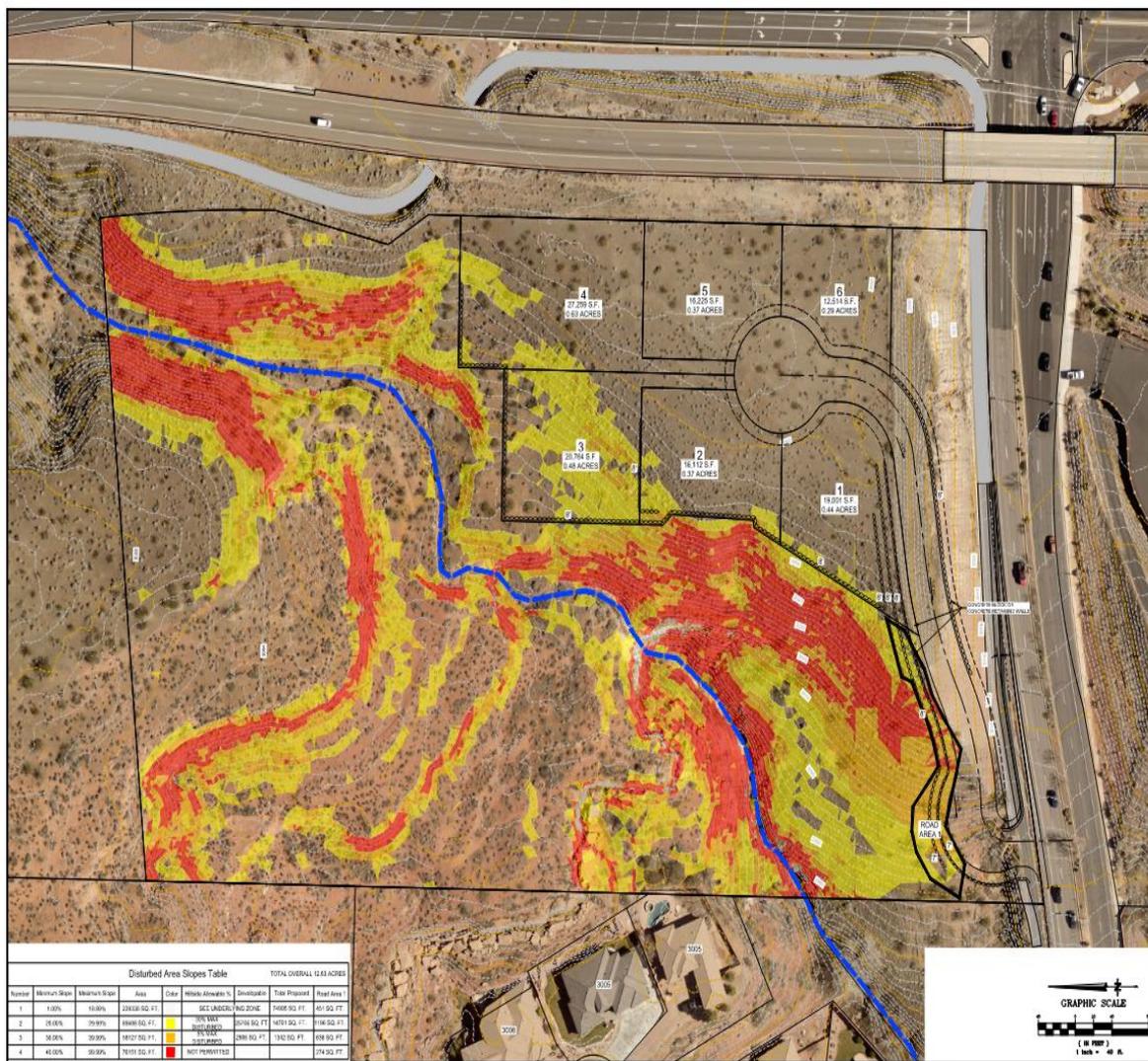
- 42Ws1515
- C26714 Sale Parcel

0 0.0325 0.065 0.13 Miles

0 0.035 0.07 0.14 Kilometers



# Slope Map



| Disturbed Area Slopes Table |               | TOTAL OVERALL 12.43 ACRES |                |        |                      |               |               |              |
|-----------------------------|---------------|---------------------------|----------------|--------|----------------------|---------------|---------------|--------------|
| Number                      | Minimum Slope | Maximum Slope             | Area           | Color  | Minib. Allowable %   | Development   | Typ. Proposed | Final Area 1 |
| 1                           | 1.00%         | 10.00%                    | 238136 SQ. FT. |        | SEE LANDSCAPE ZONING | 24000 SQ. FT. | 451 SQ. FT.   |              |
| 2                           | 25.00%        | 30.00%                    | 89869 SQ. FT.  | YELLOW | 20% MAX              | 20794 SQ. FT. | 1104 SQ. FT.  |              |
| 3                           | 30.00%        | 30.00%                    | 18127 SQ. FT.  | YELLOW | 20% MAX              | 20000 SQ. FT. | 1342 SQ. FT.  | 658 SQ. FT.  |
| 4                           | 40.00%        | 30.00%                    | 18101 SQ. FT.  | RED    | NOT PERMITTED        |               | 274 SQ. FT.   |              |



**BUSH & GUDGELL, INC.**  
 Engineers • Planners • Surveyors  
 295 East Tennessee State Rd.  
 Cookeville, TN 38506  
 Phone: (615) 679-2637 / Fax: (615) 673-3181  
[www.bushandgudgell.com](http://www.bushandgudgell.com)



**HILLSIDE MAP**  
 CHUCKWALLA SUBDIVISION  
 @ ST. GEORGE, UTAH

GRAPHIC SCALE  
 1" = 40 FT.



**Agenda Date:** 01/04/2024

**Agenda Item Number:** 15

**Subject:**

Consider approval of a preliminary plat for the Chuckwalla development, a 6-lot subdivision located north of Snow Canyon Pkwy and east of Paradise Canyon subdivision. Case No. 2023-PP-030

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Bob Hermandson

Reference Number: 2023-PP-030

Address/Location:

North of Snow Canyon Pkwy and east of the existing Paradise Canyon Subdivision.

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

The applicant is proposing to develop six residential lots. At their meeting held on October 24, 2023, the Planning Commission held a public meeting and recommended approval with conditions.

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

The proposed plat will provide six new residential lots in the area. The development needs to go through subdividing process to create the six new 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 process and have recommended approval of the application with a vote of 7-0 and with the following conditions: 1. Property lines for lots 3 & 4 need to be extended to cul-de-sac. 2. A 25-foot driveway easement needs to be dedicated with each lot granting an easement to each others lot along the stem. 3. Provide a detailed cross-section of road A showing the 3-tiered retaining wall on the north side of road A and the one-tiered retaining wall on the south side of road A and show the type of wall the developer is proposing. 4. Work with engineering on design of decel lane. 5. Remainder parcel needs to be included in this plat.

PLANNING COMMISSION AGENDA REPORT: **10/24/2023**  
CITY COUNCIL AGENDA REPORT: **01/04/2024**  
Chuckwalla Estates  
**Case No. 2023-PP-030**

**Request:** Consider a request for a six (6) lot preliminary plat known as Chuckwalla Estates located approximately at Highway 18 and Snow Canyon Pkwy. The property is 12.63 acres and is zoned R-1-10. The applicant is SC Bluff LLC, and the representative is Ryan Lay, Bush and Gudgell Engineering. Case No. 2023-PP-030 (Staff – Mike Hadley)

**Location:** The site is located approximately at Highway 18 and Snow Canyon Pkwy.

**Property:** 12.63 acres

**Number of Lots:** 6

**Density:** 2.11 DU/AC

**Zoning:** R-1-10 (Single Family Residential minimum 10,000 sq ft lots)

**Adjacent zones:** This plat is surrounded by the following zones:  
North – R-1-10 ( Single Family Residential 10,000 sq ft lots minimum)  
South – OS (Open Space) & R-1-10 (Single Family Residential 10,000 sq ft lots. minimum).  
East – OS (Open Space)  
West – PD-R (Planned Development Residential)

**General Plan:** LDR

**Applicant:** SC Bluff LLC.

**Representative:** Ryan Lay Bush & Gudgell

**Planning Commission:**

The Planning Commission recommended approval of the Chuckwalla preliminary plat with conditions.

**RECOMMENDATION PRELIMINARY PLAT:**

Staff recommends approval of the Preliminary Plat for the Chuckwalla Estates with the following conditions:

1. Property lines for lots 3 & 4 need to be extended to cul-de-sac.
2. A 25-foot driveway easement needs to be dedicated with each lot granting an easement to each other's lot along the stem.

## Preliminary Plat

3. Provide a detailed cross-section of road A showing the 3-tiered retaining wall on the north side of road A and the one-tiered retaining wall on the south side of road A and show the type of wall the developer is proposing.
4. Work with engineering on design of decel lane.
5. Remainder parcel needs to be included in this plat.

### **POSSIBLE MOTION:**

The City Council approves the Chuckwalla Estates preliminary plat with conditions in the staff report.



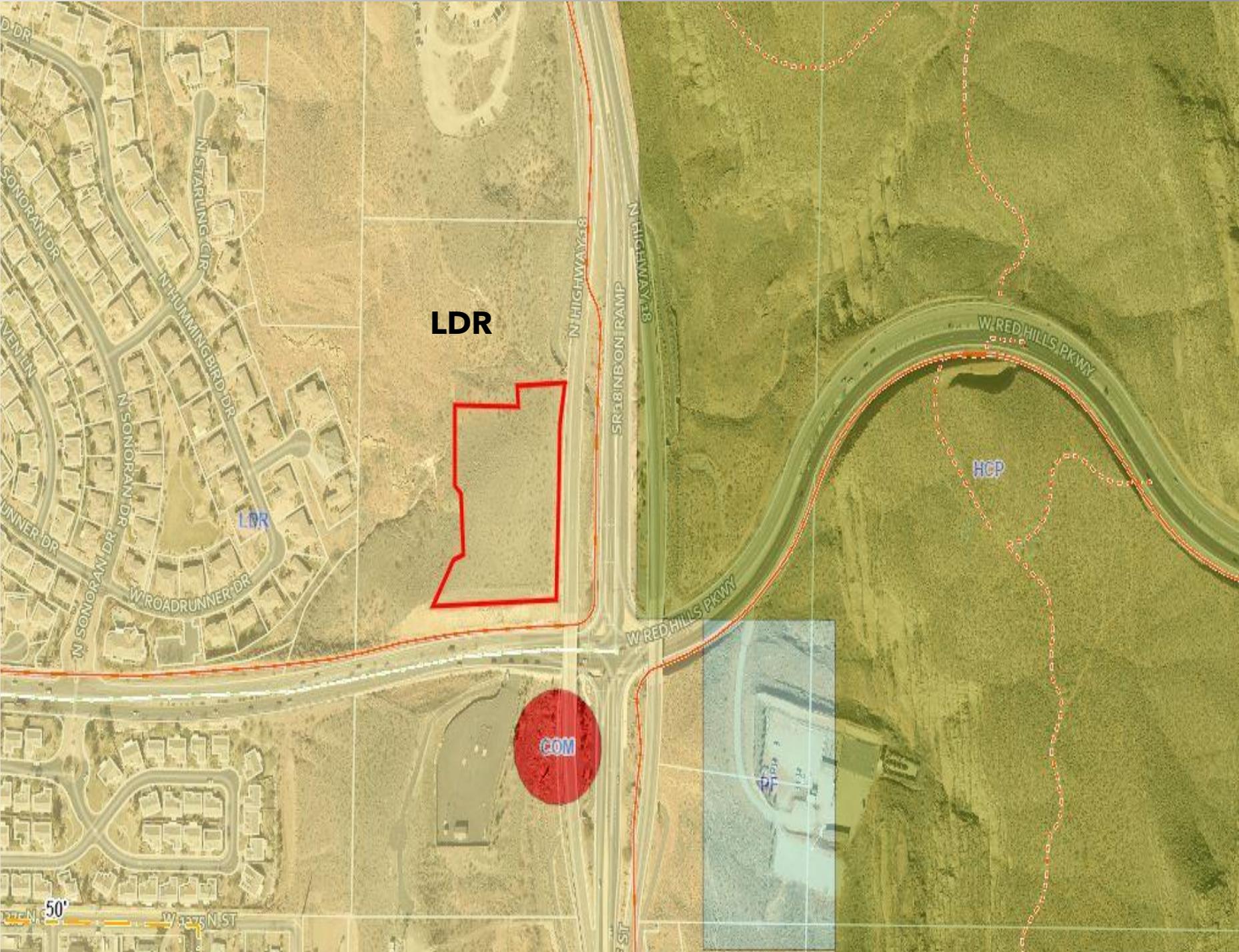
Chuckwalla Estates  
2023-PP-030

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# General Plan Map







**Agenda Date:** 01/04/2024

**Agenda Item Number:** 16

**Subject:**

Consider approval of the preliminary plat for Sun River Commons lots 4a & 4b, a 2-lot subdivision to build a Les Schwab tire center in the Sun River Commons just off Pioneer Road. Case No. 2023-PP-043

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Dylan Hall/Jared Bates

Reference Number: 2023-PP-043

Address/Location:

The site is located along Pioneer Road in the Sun River Commons area.

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

The applicant is proposing to build a Les Schwab tire center in Sun River Commons. At their meeting on November 28, 2023, the Planning Commission held a public meeting and tabled the item. On December 12, 2023 a public meeting was held and the Planning Commission recommended approval of the Sun River Commons lots 4a & 4b plat with a vote of 7-0 and no conditions.

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

The property is approximately 1.92 and is zoned PD-C (Planned Development Commercial). This development will provide a new business in the Sun River Commons area.

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

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Planning Commission held a public meeting December 12, 2023 and recommended approval of the Sun River Commons lots 4a & 4b with a vote of 7-0 and no conditions.

PLANNING COMMISSION AGENDA REPORT: **11/28/2023**

PLANNING COMMISSION AGENDA REPORT: **12/12/2023**

CITY COUNCIL AGENDA REPORT: **01/04/2023**

Sun River Commons 4a & 4b

**Case No. 2023-PP-043**

**Request:** Consider a request for a preliminary plat known as Sun River Commons lots 4a & 4b, in Sun River Commons just off Pioneer Road. The purpose of this plat is to create a lot for the development of Les Schwab tire center. The property is currently zoned PD-C. The applicant is Sun River Commons LLC, and the representative is Dylan Hall/Jared Bates. Case No. 2023-PP-043 (Staff – Mike Hadley)

**Location:** The site is located along Pioneer Road in the Sun River Commons area.

**Property:** N/A

**Number of Lots:** 2

**Density:** N/A

**Zoning:** PD-C (Planned Development Commercial).

**Adjacent zones:** This plat is surrounded by the following zones:  
North – PD-C (Planned Development Commercial).  
South – PD-C (Planned Development Commercial).  
East – PD-C (Planned Development Commercial).  
West – PD-C (Planned Development Commercial).

**General Plan:** COM (Commercial).

**Applicant:** Sun River Commons LLC.

**Representative:** Dylan Hall/Jared Bates.

**Comments:** No Comments.

**Planning Commission:** At the meeting on November 28, 2023, the Planning Commission tabled this item for the applicant to create a lot for the remnant piece of property in Sun River Commons. Sun River Commons lots 4A & 4B were created. The Planning Commission recommends approval with no conditions with a vote of 7-0.

**RECOMMENDATION PRELIMINARY PLAT:**

Staff recommend approval of the Preliminary Plat for the Sun River Commons lots 4a & 4b with no conditions.

# Sun River Commons

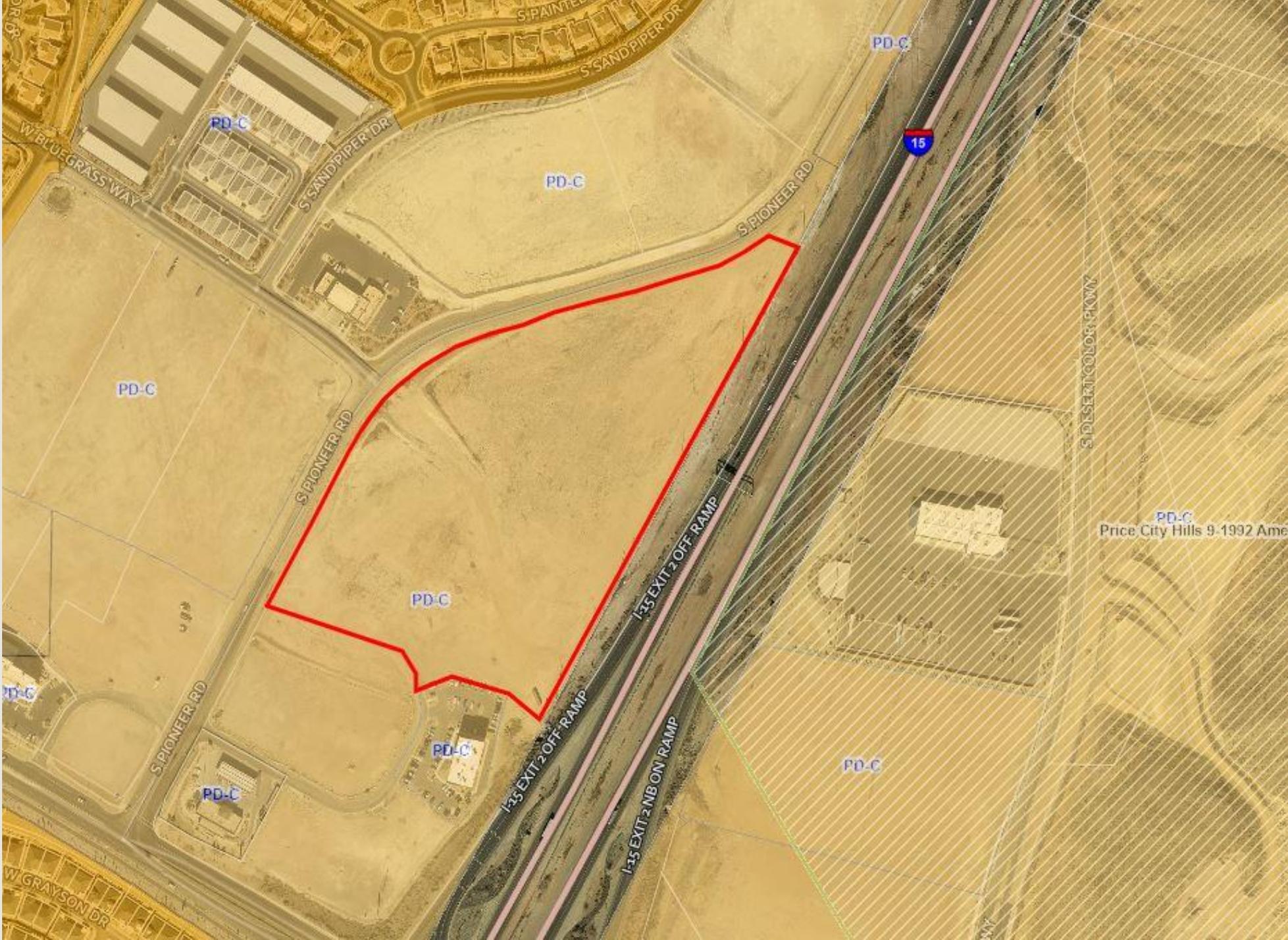
## 2023-PP-043



# Vicinity Map



# Zoning Map



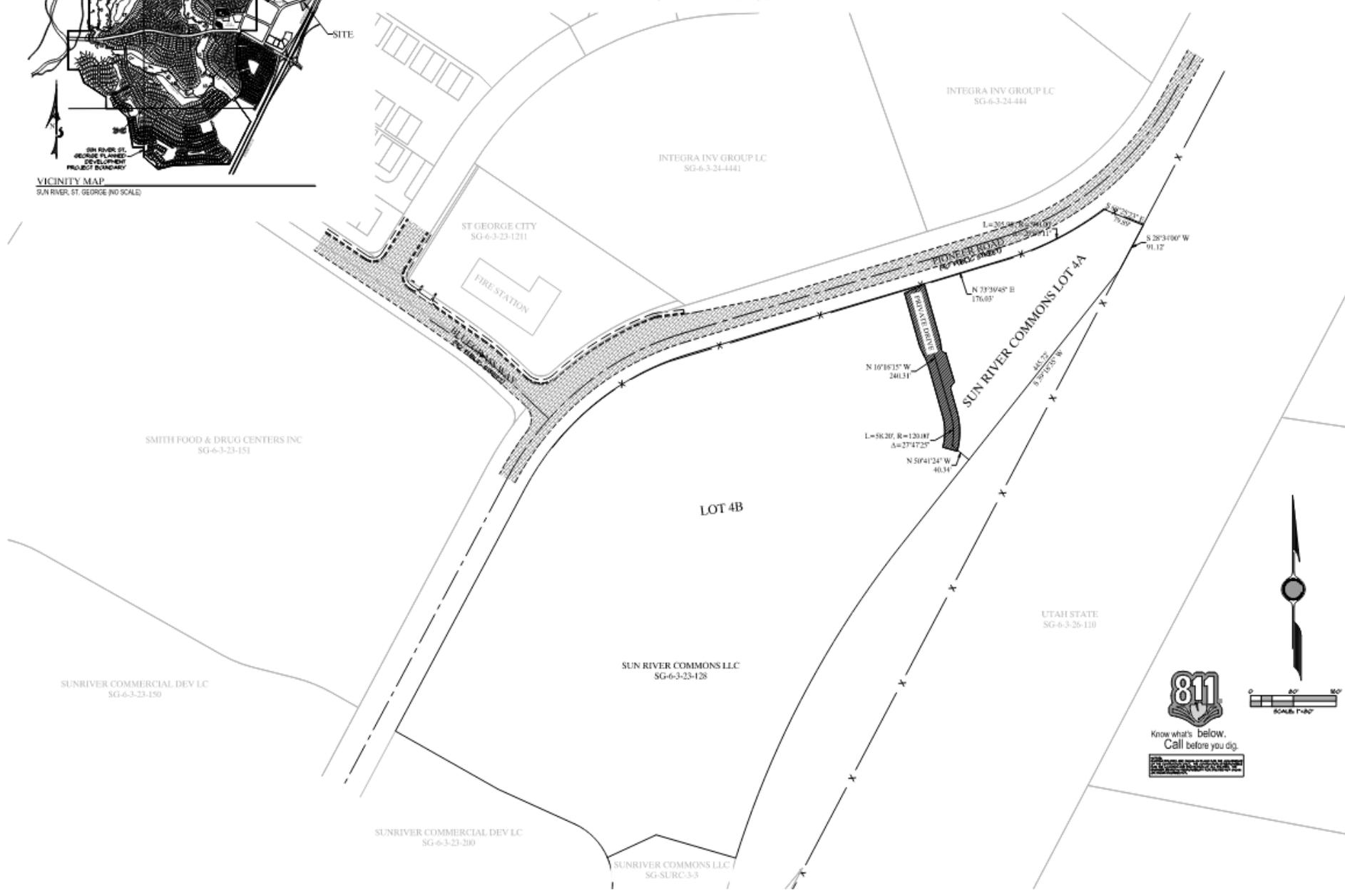
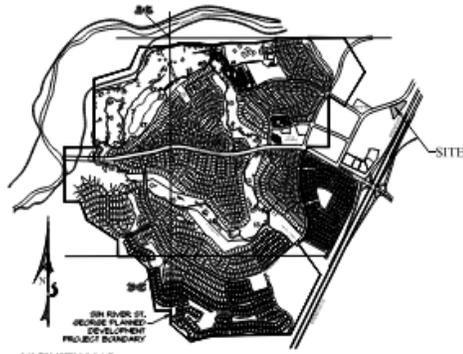
# General Plan Map



# Preliminary Plat

## SUN RIVER COMMONS LOT 4A & 4B

LOCATED IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST OF THE  
SALT LAKE BASE AND MERIDIAN  
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

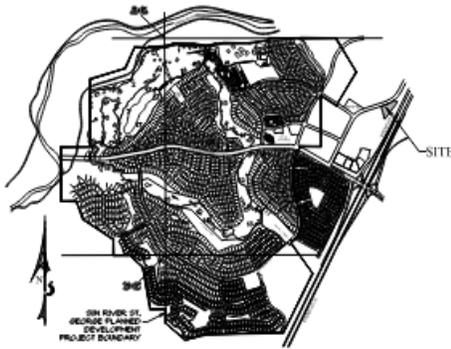


|   |              |
|---|--------------|
| DATE  | 04/20/23     |
| REVISION  | 04/20/23-000 |
| DRAWN BY  | JH           |
| CHECKED BY  | JH           |
| TITLE   | PRELIM PLAT  |
| SHEET   | 2            |
|   |              |
| PRELIMINARY PLAT FOR SUN RIVER COMMONS LOT 4A & 4B ST. GEORGE, UTAH |              |
|   |              |
| 2 OF 2 SHEETS   |              |

# Preliminary Plat

## SUN RIVER COMMONS LOT 4A & 4B

LOCATED IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST OF THE SALT LAKE BASE AND MERIDIAN CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.



VICINITY MAP  
SUN RIVER, ST. GEORGE (NO SCALE)

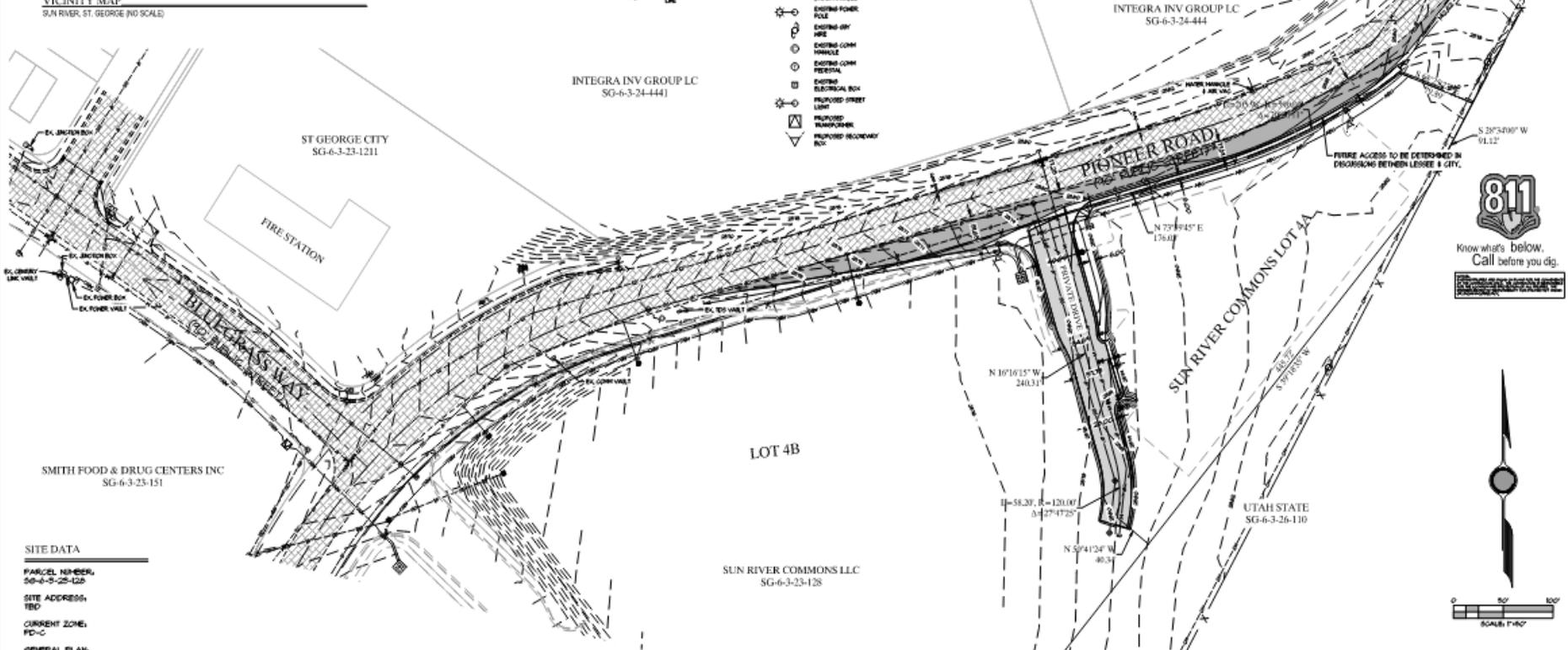
### UTILITY LEGEND

|                                     |                                  |
|-------------------------------------|----------------------------------|
| --- EXISTING WATER LINE             | --- EXISTING FIRE HYDRANT        |
| --- PROPOSED WATER LINE             | --- EXISTING WATER VALVE         |
| --- EXISTING SEWER LINE             | --- EXISTING BREAKER VALVE       |
| --- PROPOSED SEWER LINE             | --- PROPOSED WATER VALVE         |
| --- EXISTING STORM DRAIN LINE       | --- PROPOSED WATER METER         |
| --- EXISTING OVERHEAD POWER LINE    | --- PROPOSED FIRE HYDRANT        |
| --- PROPOSED THREE PHASE POWER LINE | --- EXISTING WATER METER         |
| --- PROPOSED SECONDARY POWER LINE   | --- EXISTING WATER METER         |
| --- EXISTING GAS LINE               | --- EXISTING CATCH BASIN         |
|                                     | --- EXISTING 150MM DRAIN MANHOLE |
|                                     | --- EXISTING POWER POLE          |
|                                     | --- EXISTING 60V WIRE            |
|                                     | --- EXISTING COMM. MANHOLE       |
|                                     | --- EXISTING COMM. FERRISAL      |
|                                     | --- EXISTING ELECTRICAL BOX      |
|                                     | --- PROPOSED STREET LIGHT        |
|                                     | --- PROPOSED TRANSFORMER         |
|                                     | --- PROPOSED SECONDARY BOX       |

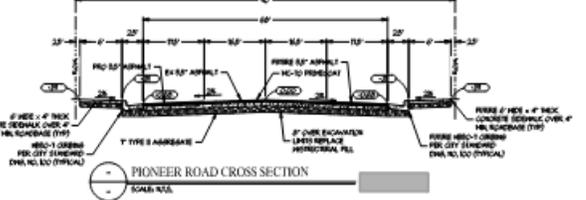
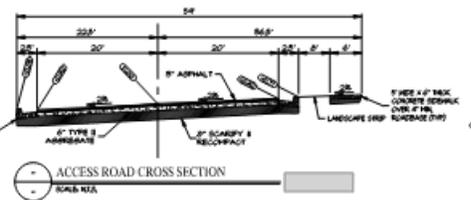
**OWNER/DEVELOPER/CONTACT**  
 THE DEVELOPER FOR THIS PROJECT IS SUN RIVER BLOOMINGTON LAND, LLC  
 CONTACT: SCOTT HOGALL  
 1404 WEST SUN RIVER PARKWAY, SUITE 200  
 ST. GEORGE, UTAH 84790  
 (435) 285-0886

**PROJECT ENGINEER**  
 THE ENGINEER FOR THIS PROJECT IS ROSENBERG ASSOCIATES  
 CONTACT: JARED BATES, P.E.  
 852 EAST RIVERSIDE DRIVE, SUITE A2  
 ST. GEORGE, UTAH 84790 (435) 670-0506

**GEOTECHNICAL ENGINEER**  
 THE ENGINEER FOR THIS PROJECT IS GORDON GEOTECHNICAL ENGINEERS, INC.  
 CONTACT: JORDAN K. GALT, P.E., P.G.  
 4420 SOUTH CENTURY DRIVE, SUITE 100  
 SALT LAKE CITY, UTAH 84128



**SITE DATA**  
 PARCEL NUMBER:  
 SG-6-3-25-12B  
 SITE ADDRESS:  
 TBD  
 CURRENT ZONE:  
 PD-C  
 GENERAL PLAN:  
 COM



**LEGEND**

|           |                   |
|-----------|-------------------|
| [Pattern] | EXISTING ASPHALT  |
| [Pattern] | PROPOSED 8\"/>    |
| [Pattern] | PROPOSED 6\"/>    |
| [Symbol]  | EXISTING FENCE    |
| [Symbol]  | FENCE DEVELOPMENT |



DATE: 02-23-2021  
 TIME: 2:46  
 DRAWN BY: JTB  
 CHECKED BY: JTB  
 TITLE: PRE PLAT

**ROSENBERG**  
 ASSOCIATES  
 CIVIL ENGINEERS • LAND SURVEYORS

111 East Fremont Street, Suite A-1  
 St. George, Utah 84790  
 P.O. Box 1044, Ready Canyon  
 St. George, Utah 84790

PRELIMINARY PLAT FOR SUN RIVER COMMONS LOT 4A & 4B ST. GEORGE, UTAH

SHEET 1 OF 2 SHEETS