

**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, October 3, 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, proclamations, and updates.

2. Comments from the public.

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

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

Rules for making comments:

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

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

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

3. Consent calendar.

a. Consider approval for the purchase of shade structures from McArthur Welding for the Tonaquint Cemetery Expansion project.

BACKGROUND and RECOMMENDATION: The design for the cemetery expansion was funded last year. The Tonaquint Cemetery expansion will allow its continued use for the next few years. Construction will begin in August with a completion date of January 2025. Staff recommends approval to purchase the equipment in the amount of \$132,712.

b. Consider approval of the purchase of Aerovent fan equipment for MC-2 at Millcreek Generation.

BACKGROUND and RECOMMENDATION: This purchase is for the Millcreek Generator Package Fan Upgrade/Replacement. It is a recommended upgrade from GE, the original packager, which will be purchased from Aerovent, the original manufacturer. The new system replaces the current belt-driven fans with direct-drive fans mounted directly on the motor shaft. This design has fewer moving parts, eliminating the need for belts and reducing the risk of mechanical failure. As a result, the upgrade will improve overall efficiency and reduce long-term maintenance costs. Staff recommends approval to purchase the equipment in the amount of \$109,208.

c. Consider approval of a Professional Services Agreement with Rosenberg Associates for the design of the Fort Pearce Wash Trail.

BACKGROUND and RECOMMENDATION: This Professional Service Agreement is to provide design work for the first phase of the Fort Pearce Wash Trail which runs approximately 2.4 miles along the Fort Pearce Wash from St. James Park then southeast to River Road. The design work includes base mapping, surveying, floodplain impact study, hydrology study, conceptual plans, environmental permits, civil construction plans, plan reviews, construction contract documents, and bidding. This paved, 10' wide multi-use trail is anticipated to start construction at the beginning of the next fiscal year. Staff recommends approval in the amount of \$112,300.

d. Consider approval of a Professional Services Agreement with Civil Science for the master planning of the Tonaquint Community Park and design of Thunder Junction All Abilities Park Phase 2.

BACKGROUND and RECOMMENDATION: Tonaquint Community Park is a location with multiple uses including Thunder Junction All Abilities Park, Tonaquint Nature Center, Tonaquint Tennis Facility, a demonstration garden, and additional park space. The purpose of the master plan is to examine all these spaces and identify opportunities for future park improvements. The purpose of Thunder Junction Phase 2 is to provide additional space and amenities that were not able to be included in Phase 1 of the project due to budget constraints. The area surrounding the train storage tunnel is currently not being used to its full potential. It is proposed to provide amenities such as a sand/water play area, pavilion, pathways, enhanced landscaping, better access to the area, train maintenance area, and additional play equipment. Other proposed improvements to the park include a brontosaurus slide,

additional theming, and train tunnel enhancements. Staff recommends approval in the amount of \$247,500.

e. Consider approval of a Grant Services Agreement with Utah State University for the St. George WaterMAPS Water Initiative Project.

BACKGROUND and RECOMMENDATION: In February 2024, the City provided a notice to Utah State University's WaterMAP team of our intention to participate in a WaterMAPS project for the City of St. George. The project will develop a WaterMAPS analytic and public information program that will assist our residents in better understanding patterns of landscape water use and landscape water need. The information derived from the project will assist the City in our water conservation efforts by effectively guiding our conservation programming and water planning. Utah State University assisted the City in obtaining a grant to cover half of the project cost. The City's portion of the project will be \$74,995. Staff recommends approval of the grant services agreement with Utah State University.

f. Consider approval of a City Attorney employment agreement.

BACKGROUND and RECOMMENDATION: The City has adopted employment agreements for all appointed department heads within the City organization. This agreement will be effective upon the appointment of the City Attorney and ratification of the appointment and approval of the agreement. Staff recommends approval.

4. Public hearing and consideration of Ordinance No. 2024-058 vacating an existing municipal utility easement located on the common lot line of Lots 1804 and 1805, Stone Cliff Phase 18.

BACKGROUND and RECOMMENDATION: Stone Cliff Phase 18 was approved by the Land Use Authority on the 24th day of June 2024 and recorded in the Office of the Washington County Recorder on the 3rd day of July 2024. The owner of Lots 1804 and 1805 would like to merge the two lots together into one lot in order to fit the designed dwelling. The Joint Utility Committee recommends approval.

5. Consider approval of Resolution No. 2024-029R entering an Interlocal Agreement with Washington County regarding the distribution of rap tax revenue in Washington County.

BACKGROUND and RECOMMENDATION: The RAP tax is a voter approved 1/10 of a cent sales tax on certain purchases to fund recreational and cultural organizations and facilities. This interlocal agreement specifies how the funds collected are distributed by Washington County. The agreement will be the same as the original interlocal agreement that was approved in 2014. The new agreement will expire in December of 2035. Staff recommends approval.

6. Consider approval of Resolution No. 2024-030R approving the City to be a co-signor of the State of Utah's Public Lands Amicus Brief.

BACKGROUND and RECOMMENDATION: After decades of legal analysis and attempts to seek relief through other means, the State of Utah filed a landmark public lands

lawsuit on August 20, 2024, asking the U.S. Supreme Court to address whether the federal government can constitutionally hold unappropriated lands within a State indefinitely. The scope of Utah's lawsuit applies only to the federally held land that is "unappropriated", meaning that the United States simply holds the land without any designated purpose; the lawsuit does not affect appropriated public land designated as national parks, national monuments, wilderness areas, national forests, Tribal lands, or military properties. Currently, Utah has 18.5 million acres of unappropriated public lands within the state. The goal is to get a final, definitive answer as to the status of unappropriated land.

7. Consider approval of Ordinance No. 2024-059 amending an approved PD-C (Planned Development Commercial) on approximately 0.65 acres, located just south of Medical Center Drive and 1450 East. (SGRH Life Flight Crew Quarters - Case No. 2024-PDA-018)

BACKGROUND and RECOMMENDATION: St. George Regional Hospital needs a building for the living quarters for the Life Flight crew. The proposed application would allow the hospital to construct such a facility adjacent to Medical Center Drive just south of the terminus of 1450 East. At their meeting held on September 10, 2024, the Planning Commission held a public hearing for the project and voted 6-0 to forward a positive recommendation for the application with one condition; there were no public comments.

8. Consider approval of Ordinance No. 2024-060 amending the White Dome Commercial PD-C (Planned Development Commercial) zone on approximately 29.26 acres located east of River Road between White Dome Drive and Southern Parkway. (White Dome Commercial - Case No. 2024-PDA-017)

BACKGROUND and RECOMMENDATION: This is a Planned Development Amendment to approve a general site plan and establish drivable access from River Road and White Dome Drive in order to market the site to potential businesses. The Planning Commission held a public hearing on September 10, 2024. Several members of the public spoke regarding the conditions of River Road and White Dome Drive, specifically the width of these streets and the difficulty maneuvering around large trucks in the area as well as the condition of River Road. There was a comment regarding access to and from the White Sands area, as there is only one way in and out, with the addition of this amount of traffic that would make it more difficult to get out of their neighborhood. They also had concerns about their children's safety because there is a bus stop directly across from the second access to this site on White Dome Drive. One person also commented that this development with its 6 restaurants would make a total of 10 restaurants in that area, she felt they didn't need that many out there. The Planning Commission recommended approval with the conditions and recommendations made by staff with a 7-0 unanimous vote.

9. Consider approval of Ordinance No. 2024-061 amending Section 9-1-1 of City Code to adopt the most recent version of the construction codes adopted by the state of Utah including appendices and amendments. (Building Code Adopted - Case No. 2024-ZRA-012)

BACKGROUND and RECOMMENDATION: This section of the St. George municipal code currently adopts the International Building Code 2000 edition with the

exception of appendix B, entitled "board of appeals". The building code (Title 9) was last revised in 2005 to adopt the 2000 International Building Code. The codes for construction standards are revised every three years and are then adopted and amended by the state of Utah. At their meeting held on August 27, 2024, the Planning Commission held a public hearing and forwarded a positive recommendation with a 6-0 unanimous vote; there were no public comments.

10. Consider approval of Ordinance No. 2024-062 amending Title 10 of the City code to add provisions for Live/Work Units to be allowed in the downtown residential zones with specific standards. (Live Work Units - Case No. 2024-ZRA-002)

BACKGROUND and RECOMMENDATION: The proposed amendment would add Live/Work Units as a permitted use in the R-1-8, R-2, R-3, R-4, and RCC Zones that also have the Connected Corridor or Connected Neighborhood land use designation. It is proposed that Live/Work Units be allowed as a permitted with standards use, with specific standards described in Section 10-17A of the City Code. At their meeting held on September 10, 2024, the Planning Commission held a public hearing and recommended approval with a vote of 6-0; there were no public comments.

11. Consider approval of Ordinance No. 2024-063 amending Sections 10-7F-2 (PD-R - Planned Development Residential) and 10-8D-2 (PD-C -Planned Development Commercial) of City Code to extend the expiration date from one year to eighteen months. (Expiration date of Planned Developments - Case No. 2024-ZRA-013)

BACKGROUND and RECOMMENDATION: In 2013, an amendment to the subdivision regulations was approved. This amendment included the addition of an expiration date for preliminary plats. It stated that preliminary plats would expire if a final plat, or phase thereof, was not approved within one year. In March of 2024, the subdivision regulations were amended due to new state law. This amendment increased the expiration date of preliminary plats from one year to eighteen months to give developers more time to get their final plat approved. Historically, Residential Planned Developments have had an expiration date of eighteen months, and Commercial Planned Developments have not had an expiration date until July of 2022, when the zoning regulations were amended for water conservation efforts. Part of this update included reducing the expiration date from eighteen months to one year for residential planned developments and creating a one-year expiration date for commercial planned developments. At their meeting held on August 13, 2024, the Planning Commission held a public hearing and recommended approval with a vote of 6-0.

12. Consider approval of Ordinance No. 2024-064 amending the Sections 10-18 (Walls, Fences and Hedges) and 10-18A (Rockery Walls) of City code to address allowed heights, setbacks, separation and rock cut slopes and to address inconsistencies and provide clarification between these two ordinances. Case No. 2024-ZRA-006

BACKGROUND and RECOMMENDATION: The purpose of the proposed amendment is to address allowed heights, setbacks, separation and rock cut slopes and to address inconsistencies and provide clarification in these sections of City code. Additionally, the proposed amendment would increase slopes and height for retaining walls in residential and commercial zones, provide standards for rock cut slopes and the

construction of protective faces for these types of slopes, and require the construction of retaining walls in residential single-family subdivisions between proposed adjacent lots with an elevation difference of 4 feet or greater. This item was heard at the July 23, 2024, Planning Commission; however, the item was continued for additional information. At their meeting held on August 27, 2024, the Planning Commission recommended approval with conditions, with a vote of 6-0.

13.Appointments to Boards and Commissions of the City.

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

15.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.


Brenda Hatch, Deputy City Recorder

9/27/2024
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.

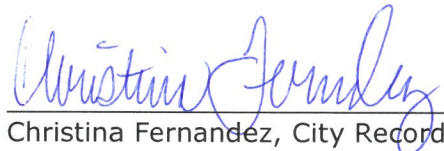
**ADDENDUM TO THE CITY COUNCIL AGENDA
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

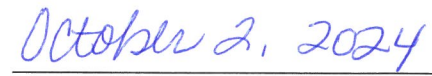
Public Notice

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, October 3, 2024 commencing at 5:00 p.m.

The addendum to the agenda is as follows:

1. Mayor's appointments, recognitions, proclamations, and updates.


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.

Whereas, the Washington County Prevention Coalition and the Washington County Youth Coalition have designated the upcoming school year as an Alcohol-Free Year for Youth sponsored by REACH4HOPE and Southwest Prevention, a school year to set clear rules and expectations about NO underage drinking;

Whereas, alcohol used by those under the age of 21 negatively affects their health and safety, and thus the safety and well-being of all those living and working in the Communities of Washington County; and

Whereas, teens who use alcohol often progress to addictive behavior later in life, are at a much higher risk for developing mental illnesses as adults; and

Whereas, addictive behaviors and mental illnesses also greatly increase the risk of suicide; and

Whereas, underage drinking is a major public health problem that negatively impacts the brain development of our young people, causing a higher probability of early alcohol addiction, alcohol-related traffic accidents, and brain impairment; and

Whereas, under the Law, it is illegal for a minor to purchase, possess, or consume any alcoholic beverage, and it is illegal and punishable for anyone to sell, offer to sell, or furnish alcohol to a minor; and

Whereas, the Mayors of St. George City, Washington City, Hurricane City, Hildale City, Ivins City and Santa Clara City, in addition to the Commissioners of Washington County and the State of Utah are committed to the development of a major statewide public information campaign with the overall objectives of changing social norms regarding depression, suicide ideation, underage drinking, and risky behaviors; and

Whereas, we commend the overwhelming majority of our young people who are drug and alcohol-free, and we desire all of our youth to be drug and alcohol-free so as to develop in a healthy society; and

Now, therefore, We, as Mayors and Commissioners hereby proclaim our support and offer an invitation to the entire community to help encourage family bonding and reduce underage drinking in order to improve the health and safety of all youth and adults in Washington County. We invite all members of our community, including individuals, families, governments, schools, religious and civic organizations, to participate in and sponsor activities that will heighten awareness regarding the dangers of underage drinking to young people's health and safety, and will strengthen their ability and desire to refuse to drink alcohol; and

Whereas, we declare the 2024-2025 school year as an Alcohol-Free School Year for Youth to bring awareness to risky behaviors and underage drinking, and promote the bringing of families together.

Proclaimed this 1st Day of October 2024

Michele Randall – St. George City Mayor

Kress Staheli – Washington City Mayor

Rick Rosenberg – Santa Clara City Mayor

Chris Hart – Ivins City Mayor

Nanette Billings – Hurricane City Mayor

Donia Jessop – Hildale City Mayor

Victor Iverson – County Commissioner

Gil Almquist – County Commissioner

Adam Snow – County Commissioner

Nicolle Felshaw – County Administrator

PROCLAMATION

WHEREAS, The Benevolent and Protective Order of Elks National Drug Awareness Program is the largest all volunteer drug awareness program in the United States; and

WHEREAS, The Elks National Drug Awareness Program strives to educate all children and parents about the dangers of illegal drug use and prevent the misuse and abuse of legalized and prescription drugs; and

WHEREAS, Drug abuse affects individuals, families, and communities across the Nation; and

WHEREAS, It is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS, Our community further commits its resources to ensure the success of Red Ribbon Week.

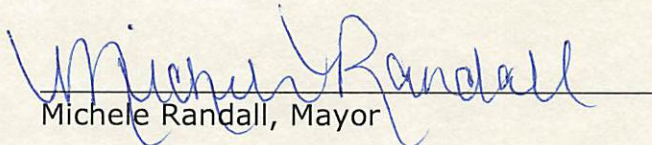
NOW, THEREFORE, I, Michele Randall, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim the week of October 23-31, 2024 as

RED RIBBON WEEK

in the City of St. George and urge all citizens to join the Benevolent and Protective Order of Elks in participating in drug prevention education activities, not only during Red Ribbon Week, but also throughout the year, making a visible statement that we are strongly committed to a drug-free, healthy lifestyle.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 3rd day of October, 2024.




Michele Randall, Mayor

PROCLAMATION

WHEREAS, it is a basic human right to live a life free from violence and abuse;
and

WHEREAS, domestic violence is a serious problem that occurs in all cultures and communities and not discriminating by age, gender, social class, race, ethnicity, religious affiliation, or sexual orientation; and

WHEREAS, one in three women and one in four men in Utah will experience intimate partner violence in their lifetime; and that 60-75% of families with intimate partner violence have children who are also impacted by the violence; and

WHEREAS, seniors are also victims of domestic and sexual violence and are part of the most under-reported group, and

WHEREAS, domestic violence-related homicides account for over 40% of homicides in Utah; and 80 Utah children will witness the murder or attempted murder of their mother every year; and

WHEREAS, awareness and intentional collaboration are required to find solutions to abuse and intimate partner violence; and

WHEREAS, it is the role of local government to provide for the health, safety, and welfare of its citizens.

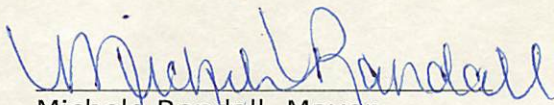
NOW, THEREFORE, I, Michele Randall, Mayor, along with the City Council of the City of St. George, Utah, in partnership with the DOVE Center, do hereby proclaim October as:

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of St. George; We urge all residents to use October as Domestic Violence Awareness Month to learn how they can break the silence and end domestic violence in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 3rd day of October, 2024.




Michele Randall, Mayor

PROCLAMATION

WHEREAS, in 2024, an estimated 310,720 new cases of invasive breast cancer are expected to be diagnosed in women in the United States, along with 56,500 new cases of non-invasive (in situ) breast cancer in women; and

WHEREAS, besides skin cancer, breast cancer is the most commonly diagnosed cancer among American women. It is estimated that about 30% of newly diagnosed cancers in women will be breast cancer; and

WHEREAS, 42,250 women in the U.S. are expected to die from breast cancer in 2024, though death rates have been decreasing since 1989. These decreases are thought to be the result of treatment advances, earlier detection through screening, and increased awareness; and

WHEREAS, a woman's risk of breast cancer nearly doubles if she has a first-degree relative (mother, sister, daughter) who has been diagnosed with breast cancer. Less than 15% of women who get breast cancer have a family member diagnosed with it; and

WHEREAS, currently, there are more than 4 million breast cancer survivors in the United States. On average, every 2 minutes a woman is diagnosed with breast cancer; and

WHEREAS, women who receive regular screenings for breast cancer have a 26% lower breast cancer death rate than women who do not receive screenings; and

WHEREAS, on behalf of the citizens of St. George, I salute all cancer survivors and those who support them.

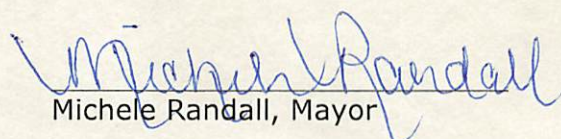
NOW, THEREFORE, I, Michele Randall, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim October, 2024 as:

BREAST CANCER AWARENESS MONTH

in the City of St. George; and encourage all residents to join together to remind women to obtain an annual mammogram to detect breast cancer early, promote breast cancer awareness, and honor breast cancer survivors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 3rd day of October, 2024.




Michele Randall, Mayor

PROCLAMATION

WHEREAS, The 48th St. George Marathon will be held on Saturday, October 5, 2024; and

WHEREAS, This annual endurance event hosted by the City of St. George is a display of community spirit, unity, and commitment; and

WHEREAS, The City of St. George and the state of Utah is proud to welcome each of the 8,300 runners participating in the 26.2-mile Marathon and the 13.1-mile Half Marathon, which is set to host the largest numbers of participants in the history of the race; and

WHEREAS, this annual event is an international display of endurance with Marathon, Half Marathon, Mayor's Walk, Kids Event, and the new Desert Double 5k celebrating runners, spectators, and volunteers; and

WHEREAS, known as "#likenoother", the St. George Marathon is a testament and celebration of determination, resilience, and resolve.

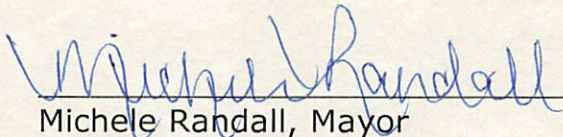
NOW, THEREFORE I, Michele Randall, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim October 5, 2024 as

MARATHON DAY

in the City of St. George and ask our citizens to recognize and congratulate these runners, thank the volunteers for giving back to the community, and spectators for their support.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 3rd day of October, 2024.




Michele Randall, Mayor



Agenda Date: 10/03/2024

Agenda Item Number: 3a

Subject:

Consider approval for the purchase of shade structures from McArthur Welding for the Tonaquint Cemetery Expansion project.

Item at-a-glance:

Staff Contact: Paul Stead

Applicant Name: City of St George

Reference Number: 24-123

Address/Location:

1777 S Dixie Drive

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

The design for the cemetery expansion was funded last year. The Tonaquint Cemetery expansion will allow its continued use for the next few years. Construction will begin in August with a completion date of January 2025.

Staff Narrative (need/purpose):

These shade structures will be placed along the 8' path on the west side of the expansion. McArthur has designed these custom structures. They will add an elegant element to the project as well as provide shade for patrons. Materials and installation are included in the quote.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$132,712

Amount approved in current FY budget for item: \$2,870,000

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

This purchase is within the project budget. Structures are \$16,589 ea, total quantity 8.

Description of funding source:

Capitol Funds - 40-7782

Recommendation (Include any conditions):

Approval



CITY OF ST. GEORGE EQUIPMENT/SUPPLIES/MATERIALS PURCHASE AND INSTALLATION AGREEMENT WITH MCARTHUR WELDING

THIS AGREEMENT is made and entered into this _____ by and between the City of St. George, a Utah municipal corporation, whose address is 175 East 200 North, St. George, Utah 84770 ("City") and McArthur Welding, whose address is 45 N 900 E, St. George, UT 84770, ("Seller").

R E C I T A L S

WHEREAS, City desires to purchase equipment/supplies/materials and have it installed for the purchase of equipment/supplies/materials (hereinafter "Goods") and the installation of said Goods as outlined in the purchase requisition attached hereto as Exhibit A, (hereinafter "Project"); and

WHEREAS, Seller submitted a proposal dated July 9, 2024, which outlines the equipment/supplies/materials to be purchased and work to be completed, as shown in Exhibit B and incorporated herein; and

WHEREAS, City selected Seller to provide the Goods and services for the Project.

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

A G R E E M E N T

1. **Recitals.** The foregoing recitals are incorporated herein by this reference.
2. The term "Contract Documents" means and includes the following:
 - a. Seller's Bid Proposal
 - b. Subcontractors/Suppliers List
 - c. Agreement
 - d. Insurance
 - e. Performance Bond
 - f. Payment Bond
 - g. Certification of Legal Work Status (Seller)
 - h. Certification of Legal Work Status (Subcontractor)
 - i. Certification of Legal Work Status (Payment Request)
 - j. Conditional Waiver and Release Upon Progress Payment (Seller/General Contractor)
 - k. Conditional Waiver and Release Upon Progress Payment (Subcontractor)
 - l. Waiver and Release Upon Final Payment (Seller/General Contractor)

- m. Waiver and Release Upon Final Payment (Subcontractor)
- n. Notice of Award
- o. Notice to Proceed
- p. Change Order
- q. Request for Information
- r. Change Order
- s. Notice of Substantial Completion
- t. Final Acceptance Letter
- u. SPECIFICATIONS prepared or issued by McArthur Welding on 4/19/2024.
- v. ADDENDA:
 - No. ____, dated ____, 20__
 - No. ____, dated ____, 20__

3. **Project Services Description.**

- a. Seller will provide the services described in this Agreement.
- b. Seller shall furnish all of the materials, supplies, tools, transportation, equipment, labor and other services necessary for the completion of the work described in the Contract Documents.
- c. Seller shall provide performance and payment bonds, the Certificate of Legal Work Status for the Seller and all Subcontractors and the certificate of insurance prior to beginning work on the Project.

4. **Term of Agreement.**

- a. This Agreement shall be effective as of the date executed by the parties and shall continue until services provided for in this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. Seller agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. Seller shall perform the services in a timely manner according to the schedule approved by City.
- c. Seller shall perform the work according to the schedule upon receipt of a written Notice to Proceed from City. Seller will commence the work required by the Contract Documents within 5 calendar days after the date of the NOTICE TO PROCEED. In the event that performance of the work is delayed by causes beyond the reasonable control of Seller, and without the fault or negligence of Seller, the time for the performance of the work shall be equitably adjusted by written amendment to reflect the extent of such delay. Seller shall provide City with written notice of delay, including a description of the delay and the steps contemplated or actually taken by Seller to mitigate the effect of such delay. If the Seller shall fail to complete the work within the contract time, or extension of time granted by the City, then the Seller will pay the City liquidated damages assessed at the rate \$1000.00 (one thousand dollars) per day for each calendar day that the Seller is in default.

5. **Purchase.** Seller hereby sells, conveys, and transfers to City all rights, title, and interest in and to the Goods.

6. **Purchase Price, Installation and Payment.** City shall pay Seller a total sum of one hundred and thirty-two thousand, seven hundred and twelve dollars for the Goods and installation of the Goods. City shall pay Seller in full within 30 days of delivery of completion of the

work. City shall pay a portion of the purchase price upfront as shown Exhibit A. Seller shall install the Goods to City's satisfaction and in compliance with accepted standards in the industry and in compliance with all laws. Seller shall obtain any permits needed to legally complete the work.

7. **Delivery.** Time is of the essence in the performance of this Agreement. Seller will arrange for delivery to City the Goods. Seller will deliver the Goods and complete the work by the December 13, 2024, unless the period for completion is extended by City. Seller shall be solely responsible for the Goods until they are installed and accepted by City. City shall have a reasonable opportunity to inspect the Goods after installation to determine if the Goods and the work conform to the requirements of the conditions of this sale. If the City, in good faith, determines that all or a portion of the Goods and the work are non-conforming, Seller shall correct the deficiency within 10 days. If not corrected to the satisfaction of the City, the City may return the Goods to the Seller at no cost to City. City has the right to cancel the order if the Goods are not delivered on time. Seller shall install the Goods immediately upon receipt. Installation shall be performed as expeditiously as is consistent with professional skill and care and orderly progress of the project. Seller shall provide all items necessary to complete the installation.
8. **Title to Goods.** Seller represents that he owns the Goods free and clear and that such Goods are free of all liens. Seller will defend and indemnify City against a claim that the Goods belong to a third party. Seller shall reimburse City all expenses for defending any such claim.
9. **Seller's Requirements and Assurances.**
 - a. Seller is a professional Seller and Installer licensed by the State of Utah and the City of St. George or registered as required by law. Seller has all licenses, permits, and approvals that are legally required for Seller to practice its profession and shall keep them in effect at all times during the term of this Agreement.
 - b. Seller states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which Seller and its subcontractors or agents are engaged.
 - c. Seller certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. Seller agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to City prior to any work being performed by the subcontractors. Seller agrees to produce, at City's request, documents to verify compliance with applicable State and Federal laws. If Seller knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between Seller and City. In addition, Seller may be suspended from participating in future projects with City for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by Seller or a subcontractor of Seller, Seller shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by City as well as attorney fees. For purposes of compliance, City requires Seller and

subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. Seller and subcontractors must maintain authorized documentation of the verification.

- d. Seller shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of City or the operations or procedures of City without the prior written consent of City.
- e. Seller further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. Seller, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

10. Independent Contractor.

- a. The City retains and employs Seller, as an independent contractor, to act for and represent it in all matters involved in the performance of work on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that Seller will provide the work without supervision from City. Seller is an independent contractor and is not an employee, officer, or agent of City for any purposes related to the performance of this Agreement and is not an employee of City and is not entitled to any benefits from City.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between Seller and City.
- d. Seller is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. Seller acknowledges that City will not withhold any federal, state, or local taxes, including FICA, nor will City provide any unemployment compensation or worker's compensation coverage. As an independent contractor, Seller shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold City harmless and indemnify City from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. Seller shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of Seller shall not be considered to be the employees of City nor have any contractual relationship with City. Seller and its employees shall not hold themselves out as, nor claim to be officers or employees of City by reason of this Agreement. The employees of City shall not be considered to be employees of Seller.
- g. Neither party has the right to bind or obligate the other in any way. Seller shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without City's prior written authorization.

11. Insurance.

- a. GENERAL: Seller shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which

occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. Seller's insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. **COMMENCEMENT OF WORK:** Neither Seller, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before City has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
 - i. The name and address of the insured.
 - ii. City shall be named as a Certificate Holder.
 - iii. City shall be named as an additional primary insured on the General Liability Certificate with City listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by City.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** Seller shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
 - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. Seller shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by Seller.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, Seller shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
 - i. Seller shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property

which may arise from or in connection with the performance of the work hereunder and the results of that work by the Seller, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

- ii. The Insurance Endorsement shall evidence such provisions.
- iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

12. Indemnity and Limitation.

- a. Seller shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of Seller, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. Seller's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the Seller, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, Seller's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Seller or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. City shall give Seller prompt written notice of any such claims or suits filed against City arising out of the services provided under this Agreement. Seller agrees to defend against any claims brought or actions filed against City arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, Seller agrees that City may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of Seller. Seller 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.

- c. The insurance requirements in this agreement shall not be construed as limiting Seller's liability. Irrespective of the requirements for Seller to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve Seller of any obligations under this agreement.
13. **Warranties.** Seller warrants all Goods and work for the Warranty Period shown in Exhibit A. The warranty period begins on the date the Goods are installed and accepted by City.
14. **Infringement Indemnity.** Seller will defend and indemnify City against a claim that the Goods infringe a copyright or patent. City shall be reimbursed all expenses for defending any such claim.
15. **Compliance with Applicable Laws.** Seller expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Seller from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement. Seller shall comply with all federal, state, and local laws, regulations, and ordinances.
16. **Compliance with Public Contract Boycotting Restrictions.** Seller certifies it is in compliance with the public contract boycotting restrictions set forth in Utah Code § 63G-27-201 and agrees not to engage in any such restricted boycotting for the duration of this Agreement, and to notify the City in writing if it begins engaging in an economic boycott.
17. **Conflicts.** In the event of a conflict between this Agreement and any other documents with Seller, this Agreement shall govern.
18. **No Waiver.** The failure of either Party to enforce any of this Agreement's provisions shall not be construed to be a waiver of the rights of such party to enforce such provisions.
19. **Notices.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

City of St. George

Attn: [Contact's Name]

175 East 200 North

St. George, Utah, 84770

Seller: McArthur Welding

Attn: Dan McArthur

45 N 900 E

St. George, UT 84770

20. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or

threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **Construction.** This Agreement has been reviewed and revised by legal counsel for all the parties and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
22. **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.
23. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sublet, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of City, which consent shall not be unreasonably withheld.
24. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, but shall not inure to the benefit of any third party or other person.
25. **No Joint Venture, Partnership or Third Party Rights.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this matter.
27. **Severability.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific

provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **Survival.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
29. **Headings.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
30. **Counterparts.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
31. **Authority of Parties.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY: CITY OF ST. GEORGE

SELLER: McArthur Welding

Michele Randall, Mayor

Dan McArthur

Attest:

Approved as to form:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder

P:\St. George City\09090 Tonaquint Cemetery Expansion Improvements\08 Dwg Sets\Sheet Sets\SITE PLAN.dwg Jul 31, 2024 3:58pm ltorgersen



GENERAL NOTES

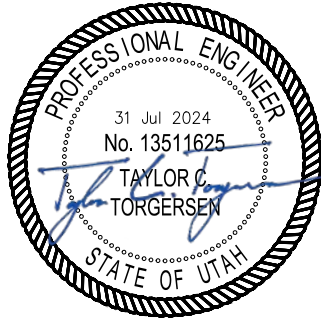
1. CONTRACTOR SHALL RAISE OR LOWER ALL EXISTING IRRIGATION, ELECTRICAL, OR OTHER UTILITY BOXES AS NEEDED TO MATCH ADJUSTED GRADES.

SITE PLAN NOTES

- 1 LANDSCAPE CURB PER I/D2
- 2 TYPE HB30-7 CURB AND GUTTER PER STD DWG 100
- 3 PR24 CURB & GUTTER PER STD DWG 101
- 4 24" SPILL-ROLL CURB & GUTTER PER J/D2
- 5 CONCRETE FLATWORK TRAIL PER E/D2
- 6 ASPHALT ROADWAY PER H/D2
- 7 PED ACCESS RAMP PER STD DWG 121
- 8 RAISED CONCRETE CROSSWALK PER C/D3
- 9 CONCRETE FLATWORK PER E/D2
- 10 CONCRETE PLAZA FLATWORK PER F/D2
- 11 COLUMBARIUM/OSSUARIUM FOOTING PER C/D2 AND 102/ST3
- 12 SEAT WALL PER C/D5
- 13 MSE WALL PER B/D4 AND MSE1
- 14 CONCRETE RETAINING WALL PER ST SHEETS
- 15 CMU BLOCK WALL ON EXIST. FOOTING PER A/D6
- 16 STACKED STONE WALL PER A/D4
- 17 STONE STAIRWAY PER B/D4
- 18 SHADE STRUCTURE FOUNDATION PER A/D7
- 19 NATURAL LEDGE STONE VENEER A/D5

LEGEND

- NATURAL TURF PER LANDSCAPE SHEETS
- LANDSCAPE AREA PER LANDSCAPE SHEETS
- ASPHALT PAVEMENT
- CONCRETE FLATWORK
- CONCRETE PLAZA FLATWORK
- SEAT WALL
- RETAINING WALL
- COLUMBARIUM/OSSUARIUM FOOTING



CITY OF ST. GEORGE
TONAQUINT CEMETERY EXPANSION IMPROVEMENTS
SITE PLAN

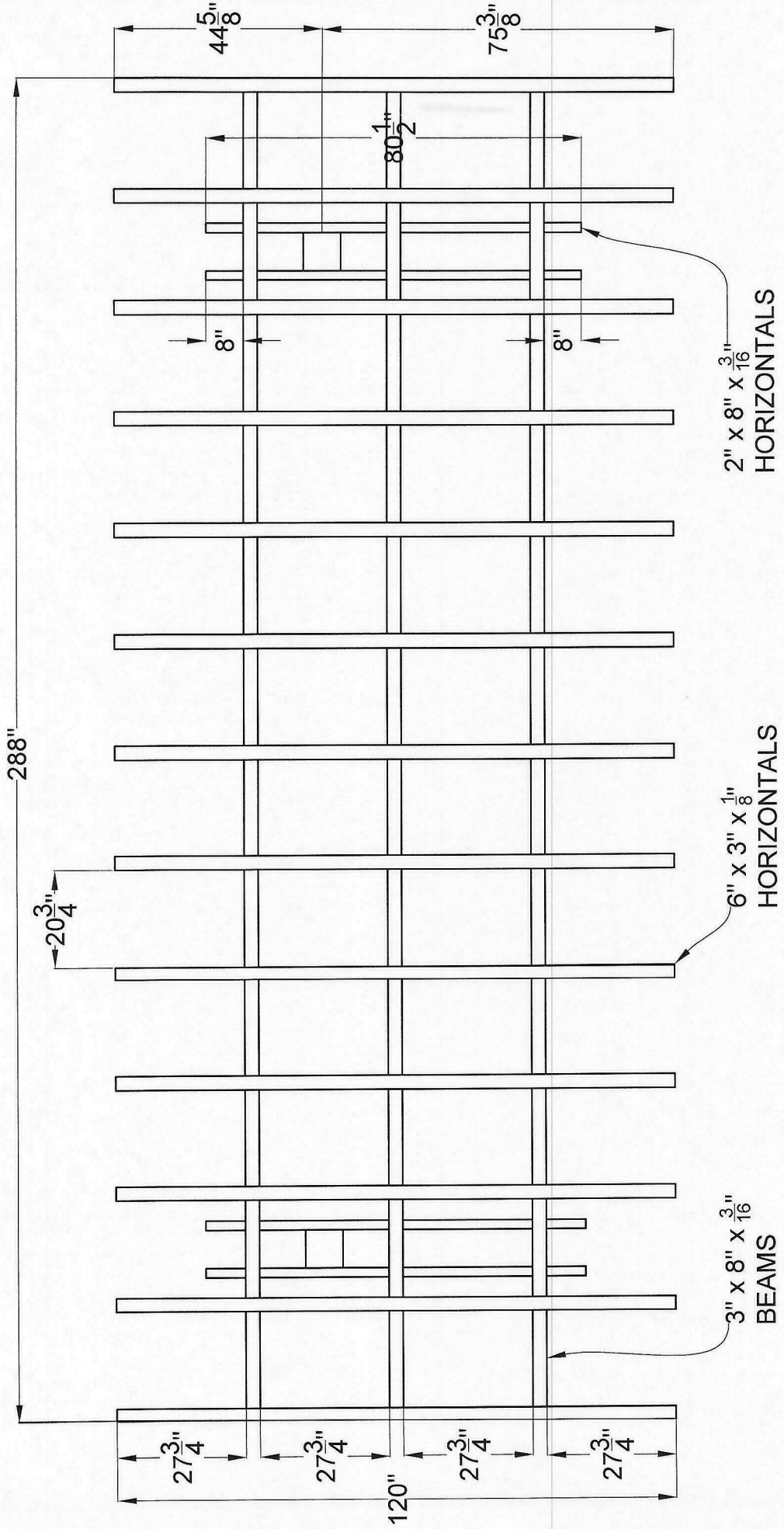
REV NO.	COMMENT	DATE
2	TRAIL & CURB REVISIONS	07-24-24
1	ADDENDUM 2 REVISIONS	06-13-24

SE NO.	DESIGNED	DRAWN	CHECKED	SHEET NO.
09090	TCT	WHH	JRH	13 of 77

SPIDX

CONSTRUCTION

JULY 2024



Customer
Sunrise Engineering

Project
Shade Structure

Overhead View

McArthur

45 N 900 E
Saint George, UT
84770
(435) 873-2154

Welding

M&W

Est. 1942

Finish

Drawn By

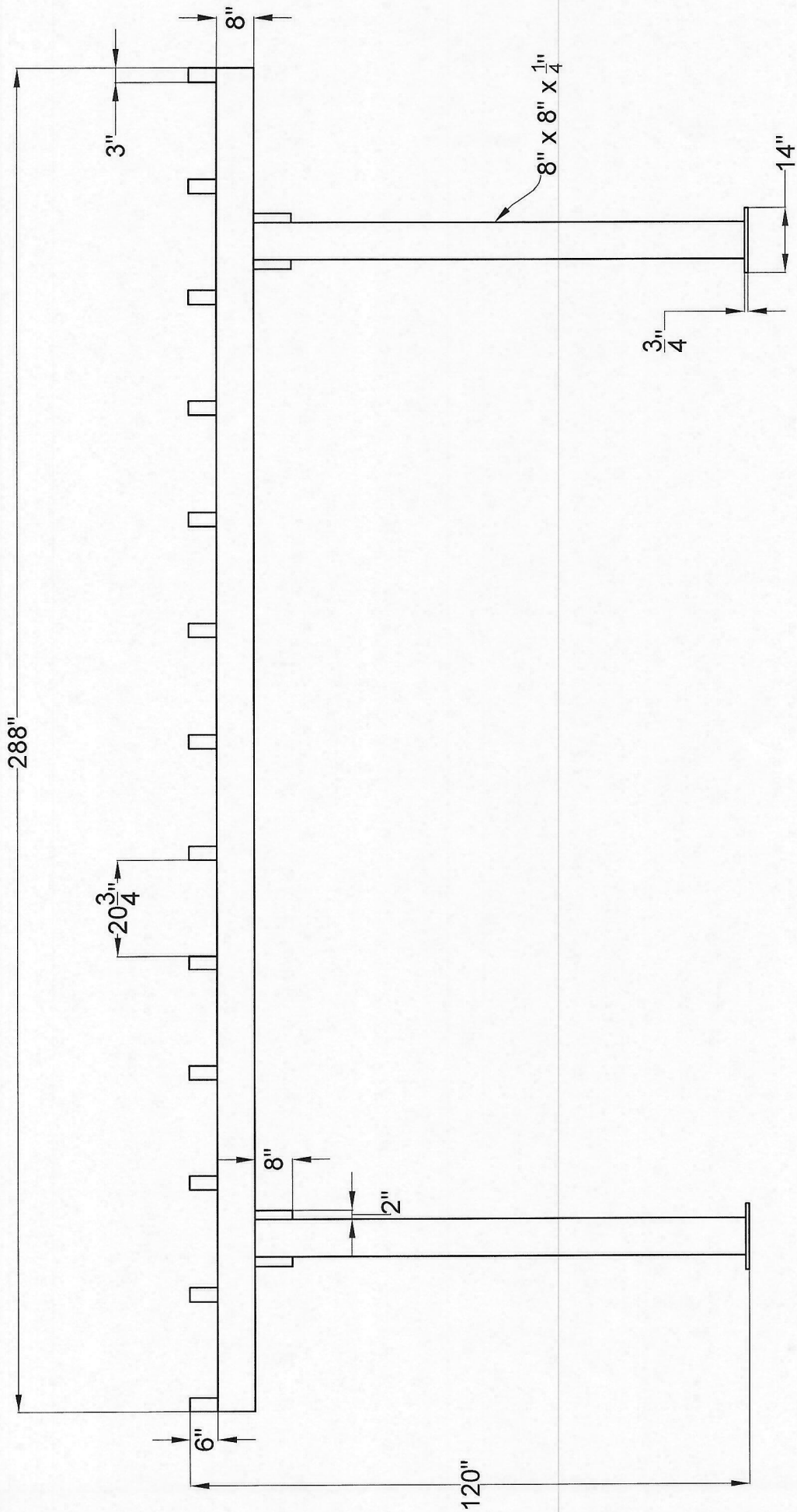
SR

M D Y

04 19 2024

Sheet

1 of 3



Customer

Sunrise Engineering

Project

Shade Structure

Front View

McArthur

45 N 900 E
Saint George, UT
84770
(435) 673-2154

Welding

M&W

Finish

Drawn By

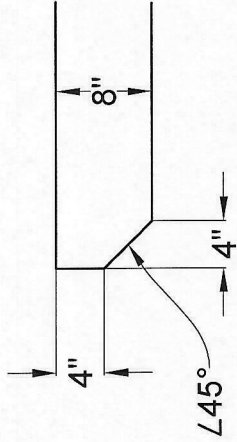
SR

M/D/Y

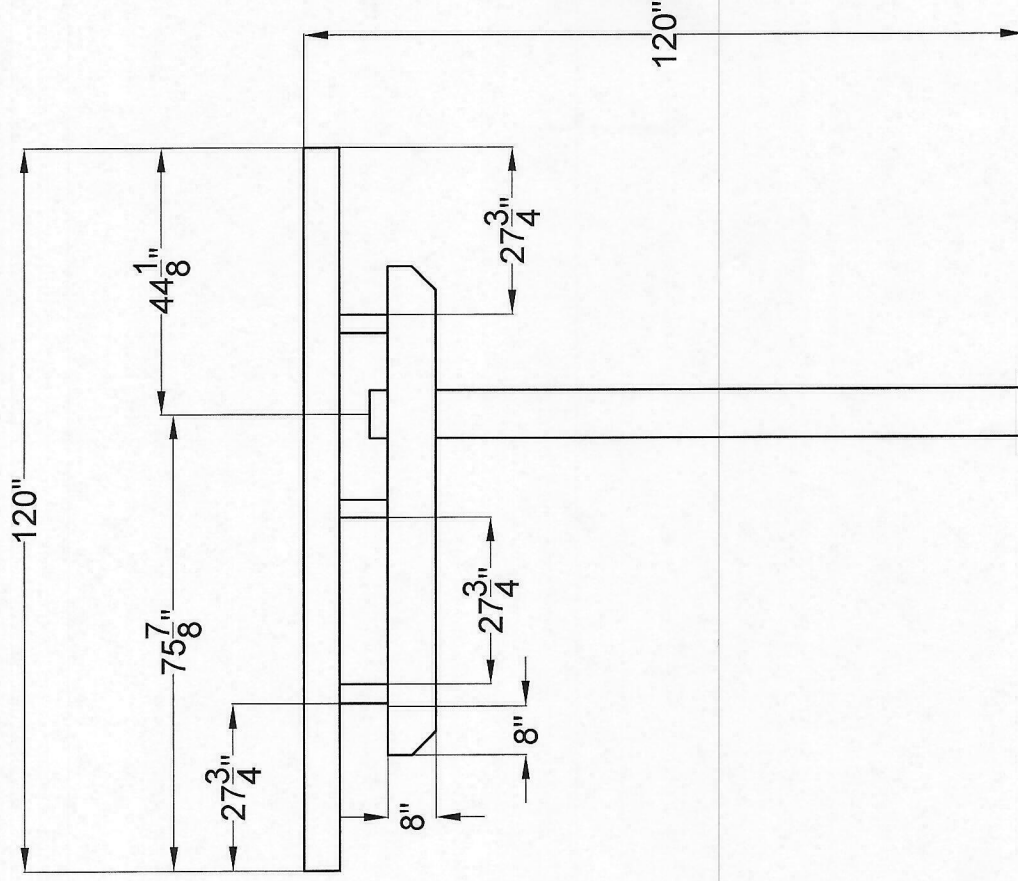
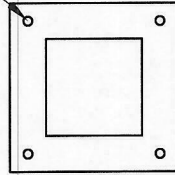
04/19/2024

Sheet

2 of 3



$\frac{3}{4}$ " ANCHOR
BOLTS



Customer
Sunrise Engineering

Project

Shade Structure

Side View

McArthur

45 N 900 E
Saint George, UT
84770
(435) 678-2154

Welding

MW

Est. 1942

Finish

Drawn By

SR

M
D
Y

04
19
2024

Sheet

3 of 3



McArthur Welding
45 North 900 East
St George, UT 84770
+14356732154
office@mcarthurwelding.com
www.mcarthurwelding.com

Estimate

ADDRESS

Sunrise Engineering

SHIP TO

Tonaquint Cemetery Shade/Trellis
Structures

ESTIMATE #	DATE	EXPIRATION DATE
3814-3	09/25/2024	10/25/2024

SHIP VIA
3150

DESCRIPTION	QTY	RATE	AMOUNT
8 STRUCTURES *Revised with approved design* - Approx. 24' long x 10' wide x 10' tall 2 - 8" x 8" x 1/4" steel tube columns 4 - 3" x 8" x 3/16" beams & columns 3 - 8" x 3" x 3/16" horizontals 14 - 6" x 3" x 1/8" horizontals (Approx. 18 7/8" x 27 3/4" openings @ grid work) - Sandblast, prime, powder coat stock color - Installation *NOTE: Anchor bolts & templates provided. Foundations provided by others*	8	16,589.00	132,712.00T

Estimates are good for 30 days. Prices include any applicable taxes. Estimates must be accepted via email or phone BEFORE they will be put on the schedule.

SUBTOTAL	132,712.00
TAX	0.00
TOTAL	\$132,712.00

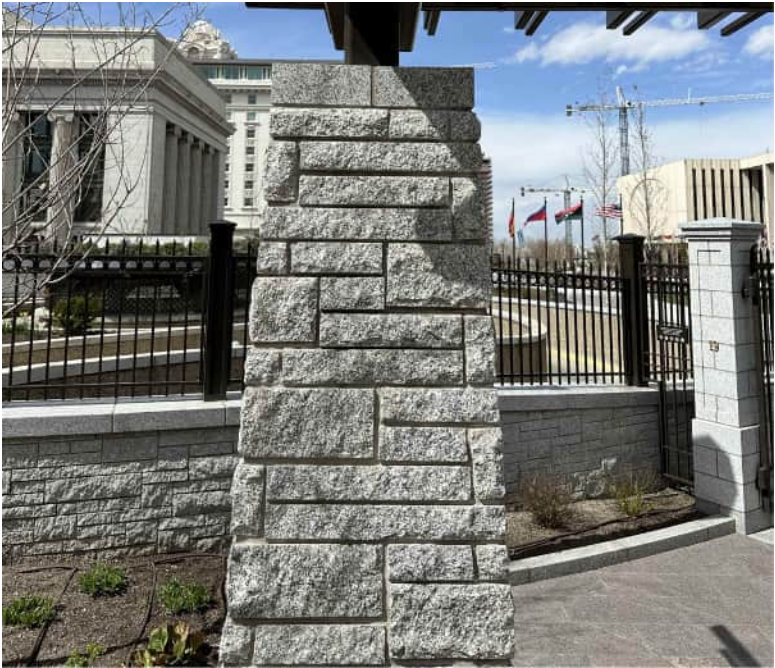
Accepted By

Accepted Date

05/29/2024

All accounts due 10th of month following purchase. A finance charge of 1.5% per month, annual percentage rate 18% will be charged to all past due amounts. If collection is made by suit or otherwise I agree to pay finance charges due until paid. I also agree to pay all costs of collection including a reasonable attorney's fee.

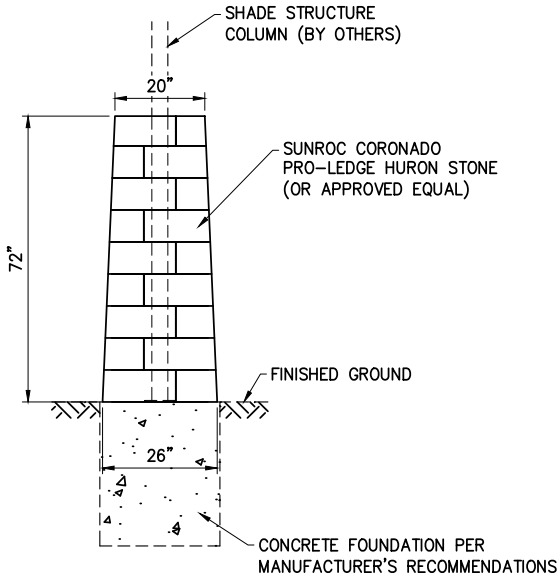
Y:\St. George City\09090 Tonaquint Cemetery Expansion Improvements\08 Dwg\Sheet Sets\DETAIL SHEETS.dwg May 24, 2024 3:17pm Itorgersen



STONE WORK - REFERENCE IMAGE



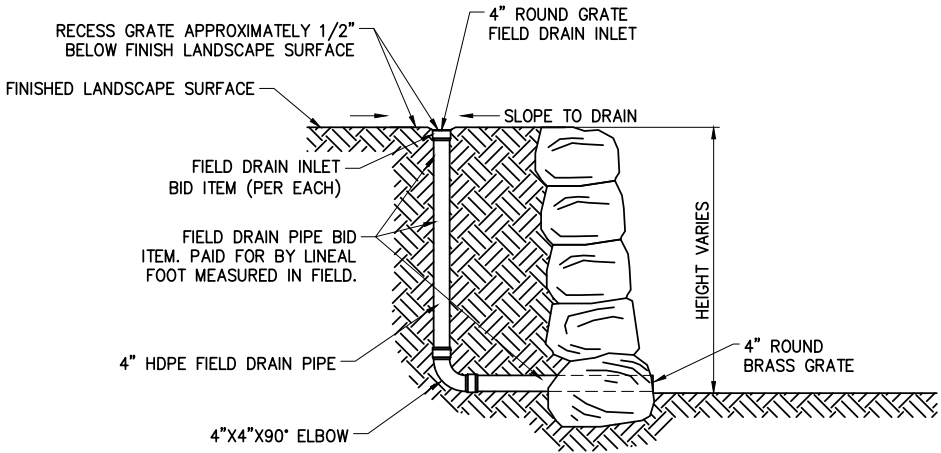
STONE TYPE - REFERENCE IMAGE



A NATURAL LEDGE STONE VENEER
TYP NOT TO SCALE

NOTES

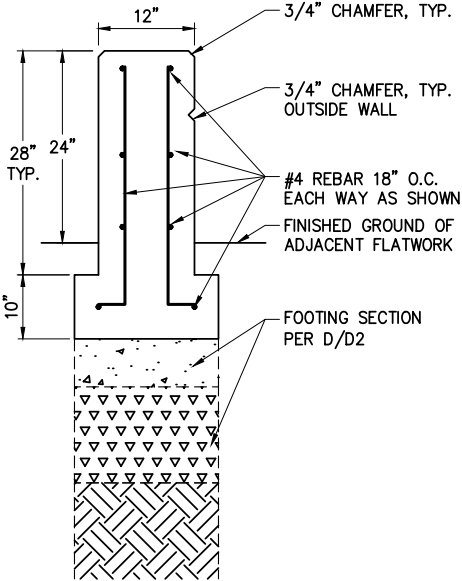
1. COLORS AND STONE SAMPLES TO BE SUBMITTED TO CITY FOR APPROVAL PRIOR TO CONSTRUCTION.
2. STONE WORK LAYOUT TO MATCH REFERENCE IMAGE.



B MSE WALL FIELD DRAIN INLET
TYP NOT TO SCALE

NOTES

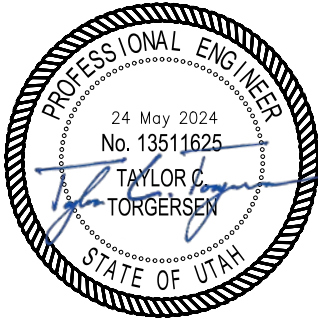
1. GRATE ON FIELD DRAIN PIPE SHALL BE INSTALLED FLUSH WITH ROCKERY FACE AND GROUTED.
2. GRATE OPENING SHALL ACCOMMODATE A MINIMUM OF 50 GALLONS PER MINUTE WITH 1/2" OF HEAD.
3. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.



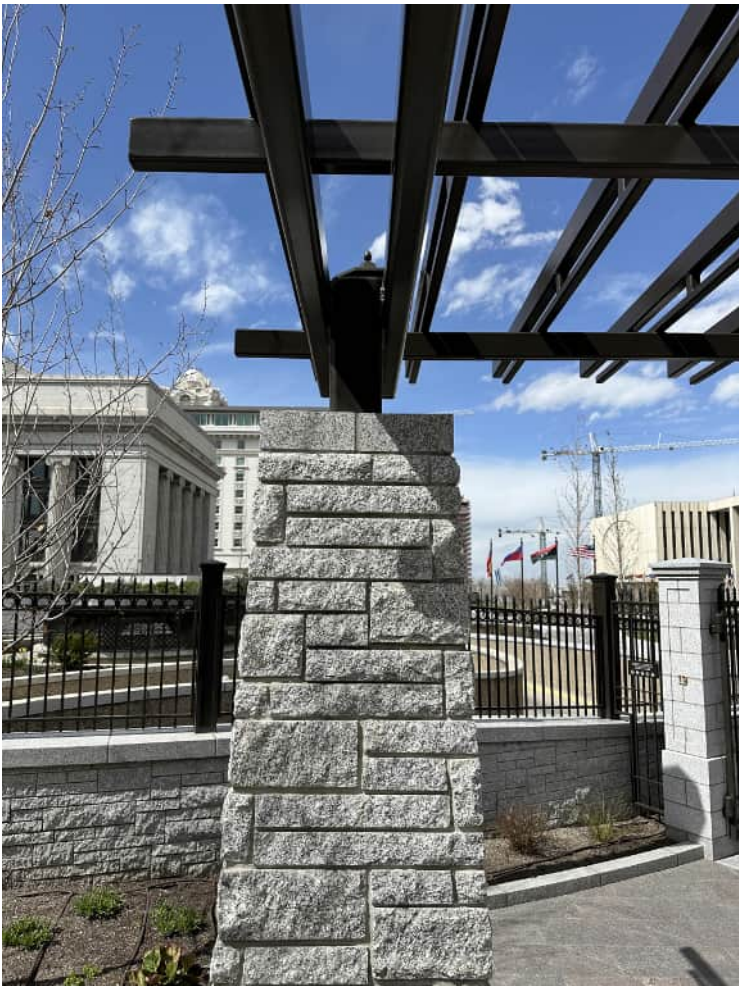
C 24" TALL CONCRETE SEAT WALL
TYP NOT TO SCALE

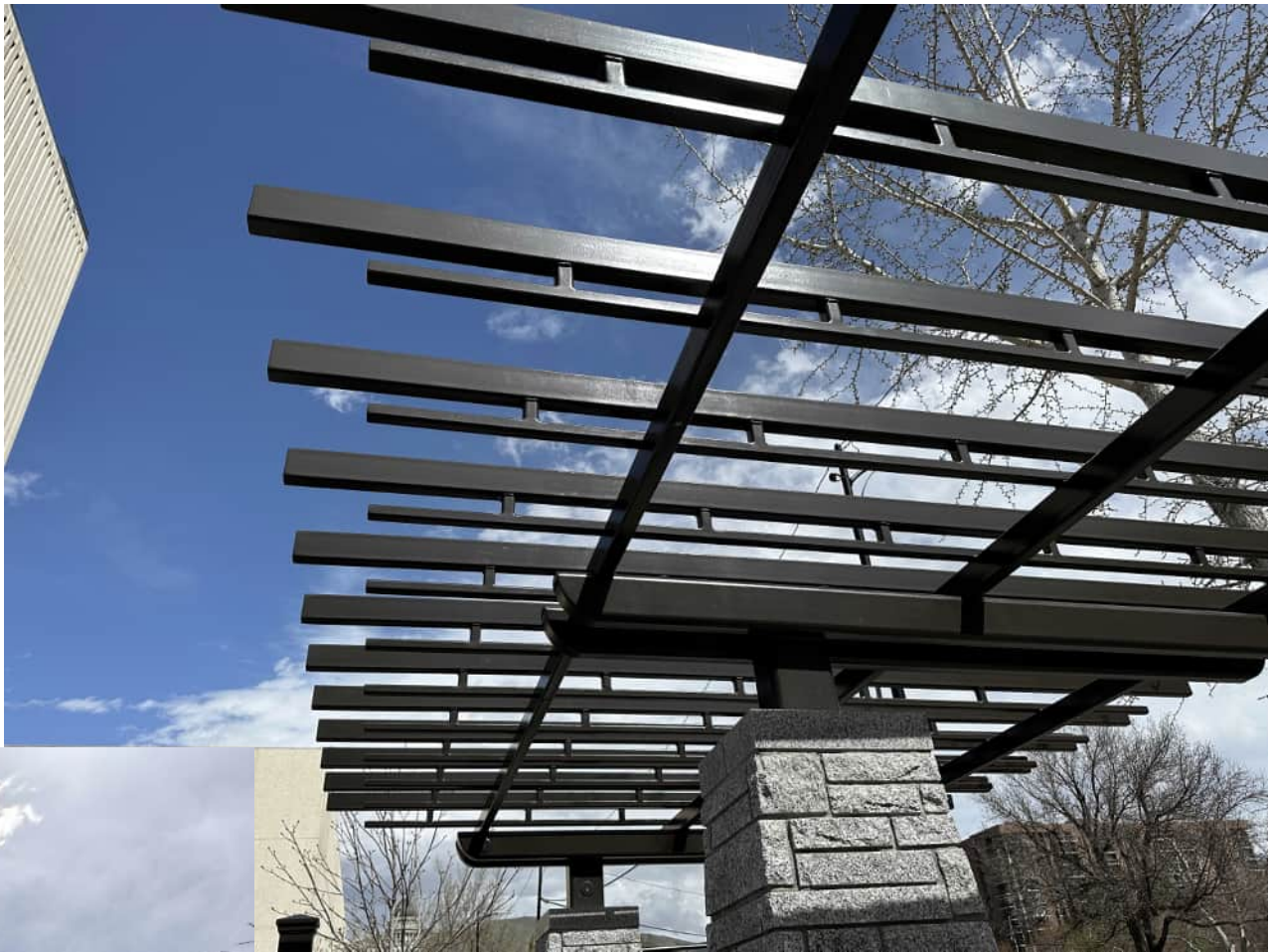
NOTES

1. PROVIDE 2" OF CONCRETE COVER OVER REBAR.
2. CONCRETE TO BE INTEGRALLY COLORED WITH 757-PECAN (OR APPROVED EQUAL). SUBMIT COLORS TO CITY FOR APPROVAL PRIOR TO CONSTRUCTION.
3. REMOVE ALL ROUGH EDGES AND FILL SNAP-TIE HOLES WITH COLORED GROUT.



CITY OF ST. GEORGE					
TONAQUINT CEMETERY EXPANSION IMPROVEMENTS					
DETAILS					
SE NO.	DESIGNED	DRAWN	CHECKED	SHEET NO.	
09090	TCT	WHH	JRH	42 of 77	D5









Agenda Date: 10/03/2024

Agenda Item Number: 3b

Subject:

Consider approval of the purchase of Aerovent fan equipment for MC-2 at Millcreek Generation.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

811 E Red Hills Pkwy

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

Fan replacement/upgrade for the Millcreek Generator Package (MC-2) . Replacing the belt-driven fans with direct-drive fans. The new system replaces the current belt-driven fans with direct-drive fans mounted directly on the motor shaft. This design has fewer moving parts, eliminating the need for belts and reducing the risk of mechanical failure. As a result, the upgrade will improve overall efficiency and reduce long-term maintenance costs.

Staff Narrative (need/purpose):

The proposed purchase involves upgrading the fan units for the Millcreek Generator Package (MC-2) to enhance system reliability. This fan upgrade, recommended by General Electric (GE), the original packager, will be sourced from Aerovent, the original manufacturer. The upgraded fans play a critical role in cooling the gas turbine generator by forcing air into the generator housing to maintain optimal operating temperatures and ensure pressurization for safety. Staff recommends approval.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$109,208.00

Amount approved in current FY budget for item: \$120,000.00

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

This was approved in the current FY25 budget.

Description of funding source:

This was approved in the current FY25 budget.

Recommendation (Include any conditions):

Staff recommends approval.

Job Name: 701719_701720_VJBD



Customer: Heinzmann Associates LLC

Job ID: 701719_701720_VJBD_

Date: August 28, 2024

Est. Lead Time: Leadtime: 14-6 weeks ARO. Ex works fact

Pricing valid for 30 days.

Heinzmann Associates LLC
1539 Avenue A
Katy, TX 77493

Good afternoon Bradley,

We are pleased to offer the following Aerovent fan equipment for your consideration:

Equipment offered as drop-in replacements of the referenced GE P/Ns.



Customer: Heinzmann Associates LLC
Job ID: 701719_701720_VJBD_
Date: August 28, 2024
Est. Lead Time: Leadtime: 14-6 weeks ARO. Ex works factr

Tag: 31109 Left Hand
Model: 42B7 VJBD - Vaneaxial Fan, Adjustable Pitch Blades
Arrangement: 9 Class: III
Performance: 45,000 CFM 6.500 (in wg) 0.0624 (lb/ft³) Density
2134 RPM 81.41 Oper. BHP 97.85 Std. BHP
Fan Eff. Grade:
Regulation Metrics: FEI: 1.05 FEP (KW): 66.53
System FEI: 1.05 System FEP (KW): 66.53
CA Title 20 Compliant/Exempt: TBD

Quantity: 1

Accessories Included

Guard - Belt Std Type
Spark Resistant Construction - Type B
Shaft Seal - Std Type
Extended Lube Lines to Fan Housing Exterior
Damper - Special
DAMPER NOTES:

P/N 31364-LH SIZE 42" X 42"
Transitions / Duct Extensions - Special
DAMPER TO FAN MOUNTING PLATE PER 31358-00
Weather Cover / Weatherhood / Motor Cover - Special
BUILD PER (648447-001-20) DWG
Shaft / Locking Collars - Special
SHAFT COLLARS PER AE22-88
Nameplates - Special
GE STYLE STAINLESS STEEL NAMEPLATE

GE PO#:
GE P/N: 701720G0001 (LH)
CFM: 45,000
FAN RPM: 2134
AEROVENT SO#:
DATE OF MFG:
MO/YR

Testing / Analysis / Inspection - Special
MAGNETIC PARTICLE TESTING OF ALL LIFTING LUGS REQUIRED

Coating / Surface Finishing - Special
COATING SYSTEM: INCLUDES ENTIRE FAN LESS IMPELLER, POLYURETHANE
ACRYLIC + ZINC RICH PRIMER; POLYURETHANE LIQUID + ORGANIC ZINC PRIMER -
SPCL. COLOR; PREP: TOOL CLEAN & WASH; C, COLOR RAL 7038 (per prev. orders)



Customer: Heinzmann Associates LLC
Job ID: 701719_701720_VJBD_
Date: August 28, 2024
Est. Lead Time: Leadtime: 14-6 weeks ARO. Ex works fact

Motor Bases / Motor Mounts - Special

PIVOT/SADDLE TYPE MOTOR BASE

Shaft Accessories - Special

316 SST FAN SHAFT - 648447-001-03

Nameplates - Special

EXTRA MOTOR NAMEPLATE TO BE MOUNTED NEAR FAN NAMEPLATE

Grease / Lubricants / Lube Lines - Special

STAINLESS STEEL EXTENDED LUBE LINES AND GREASE FITTINGS

Hardware / Tools - Special

ALL HARDWARE COATED PER GE SPEC TS00001901 CURRENT REVISION

ZINC/ALUM HARDWARE

Fan Construction - Special

BUILD MODEL VJBD FAN TO BE A "DROP IN" REPLACEMENT FOR C-31109 (42 VABD)

REF. 648447-001-00

Welding - Special

GE QUALITY WELDING

AWS D1.1 AND ASME SECTION IX WELDING REQUIREMENTS

Fixed Speed V-Belt Drive 1.4 SF

Motor 100 HP 1800 RPM 460V 3Ph 60Hz TEFC - Premium Induction 405T

VENDOR: GE

TCF P/N: M22023617CA26G2

MOTOR WITH 120V SPACE HEATERS.

EXTENDED MOTOR LEADS AND EXTENDED SPACE HEATER LEADS EXTRA MOTOR

NAMEPLATE

Mount Aerovent Motor

Selling Price Each:	\$54,604
Estimated Shipping Weight Each:	2,667 lb



Job Name: 701719_701720_VJBD

Tag: 31109 Right Hand
Customer: Heinzmann Associates LLC
Job ID: 701719_701720_VJBD_
Date: August 28, 2024
Est. Lead Time: Leadtime: 14-6 weeks ARO. Ex works factr

Tag: 31109 Right Hand
Model: 42B7 VJBD - Vaneaxial Fan, Adjustable Pitch Blades
Arrangement: 9 Class: III
Performance: 45,000 CFM 6.500 (in wg) 0.0624 (lb/ft³) Density
2134 RPM 81.41 Oper. BHP 97.85 Std. BHP
Fan Eff. Grade:
Regulation Metrics: FEI: 1.05 FEP (KW): 66.53
System FEI: 1.05 System FEP (KW): 66.53
CA Title 20 Compliant/Exempt: TBD

Quantity: 1

Accessories Included

Guard - Belt Std Type
Spark Resistant Construction - Type B
Shaft Seal - Std Type
Extended Lube Lines to Fan Housing Exterior
Welding - Special
GE QUALITY WELDING
AWS D1.1 AND ASME SECTION IX WELDING REQUIREMENTS
Fan Construction - Special
Drop-in Replacement for SO#649763-001
Nameplates - Special
GE STYLE STAINLESS STEEL NAMEPLATE

GE PO#:
GE P/N: 701720G0001 (RH)
CFM: 45,000
FAN RPM: 2134
AEROVENT SO#:
DATE OF MFG:
MO/YR

Nameplates - Special
EXTRA MOTOR NAMEPLATE TO BE MOIUNTED NEAR FAN NAMEPLATE
Transitions / Duct Extensions - Special
DAMPER TO FAN MOUNTING PLATE
Coating / Surface Finishing - Special
COATING SYSTEM: INCLUDES ENTIRE FAN LESS IMPELLER, POLYURETHANE
ACRYLIC + ZINC RICH PRIMER; POLYURETHANE LIQUID + ORGANIC ZINC PRIMER -
SPCL. COLOR; PREP: TOOL CLEAN & WASH; C, COLOR RAL 7038 (per prev. orders)
Motor Bases / Motor Mounts - Special
PIVOT/SADDLE TYPE MOTOR BASE

Tag: 31109 Right Hand

Customer: Heinzmann Associates LLC

Job ID: 701719_701720_VJBD_

Date: August 28, 2024

Est. Lead Time: Leadtime: 14-6 weeks ARO. Ex works fact

Damper - Special
DAMPER NOTES:

- P/N 31364-RH SIZE 42" X 42"
- Weather Cover / Weatherhood / Motor Cover - Special
- BUILD PER 648447-001-20
- Shaft / Locking Collars - Special
- SHAFT COLLARS PER AE22-88
- Grease / Lubricants / Lube Lines - Special
- STAINLESS STEEL EXTENDED LUBE LINES AND GREASE FITTINGS
- Shaft Accessories - Special
- 316 SST FAN SHAFT - 648447-001-03
- Testing / Analysis / Inspection - Special
- MAGNETIC PARTICLE TESTING OF ALL LIFTING LUGS REQUIRED
- Hardware / Tools - Special
- ALL HARDWARE COATED PER GE SPEC TS00001901 CURRENT REVISION
- ZINC/ALUM HARDWARE
- Fixed Speed V-Belt Drive 1.4 SF
- Motor 100 HP 1800 RPM 460V 3Ph 60Hz TEFC - Premium Induction 405T
- VENDOR: GE
- TCF P/N: M22023617CA26G2
- Mount Aerovent Motor

Selling Price Each:	\$54,604
Estimated Shipping Weight Each:	2,667 lb

Job Name: 701719_701720_VJBD



Customer: Heinzmann Associates LLC
Job ID: 701719_701720_VJBD_
Date: August 28, 2024
Est. Lead Time: Leadtime: 14-6 weeks ARO. Ex works factory

Total for all fans:

Extended Selling Price (NOT including S/H charges):	\$109,208
Extended Estimated Shipping Weight:	5,334 lb

Leadtime: 14-6 weeks ARO. Ex works factory (Brookings, SD). Not freight allowed.

Bid Validity: 30 Days

If we are favored with an order, please issue PO to:

Aerovent
c/o Heinzmann Associates
1539 Avenue A
Katy, TX 77493

Thank you for the opportunity of bidding this equipment. If you have any questions or if I can be of additional assistance, please do not hesitate to contact me.

Twin City Fan Companies, Ltd's (TCFC), dba Aerovent, offer is expressly limited to the terms of this offer, which are located at www.aerovent.com/terms-and-conditions and any purported acceptance that modifies, omits or alters the terms of this offer regardless of whether the change is material or immaterial shall not be valid acceptance. These terms and conditions are subject to change without prior notice.

- Changes made to form, fit, function or customer required delivery date and/ or orders placed past the validity date, may be subject to quoting.
- All payment terms are subject to TCFC's credit approval and progress payments may be required.
- No material will be accepted for return without TCFC's permission.
- Orders may not be canceled by the customer without TCFC's written permission. Cancellation charges may apply.
- Estimated lead time is based on the plant loading at the time of quotation and is intended to be used as a guide for our customers and not a guarantee. This estimation includes the design and manufacturing time only.
- It DOES NOT include shipping time.

Best regards,
Jeremy Moeckel
Heinzmann Associates



Customer: Heinzmann Associates LLC
Job ID: 701719_701720_VJBD_
Date: August 28, 2024
Est. Lead Time: Leadtime: 14-6 weeks ARO. Ex works factr

AMCA Statements

Tag: 31109 Left Hand

1. Aerovent, A Twin City Fan Company, certifies that the model VJBD is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 311 and comply with the requirements of the AMCA Certified Ratings Program.
2. Performance certified is for Installation Type B & D: Free or ducted inlet, Ducted outlet.
3. Power rating (BHP) does not include transmission losses.
4. Performance ratings do not include the effects of appurtenances (accessories).
5. The sound power level ratings shown are in decibels, referred to 10 E-12 watts calculated per AMCA Standard 301.
6. Values shown are for inlet Lwi and LwiA sound power levels for Installation Type B: Free inlet, Ducted outlet.
7. Ratings do not include the effects of duct end correction.
8. The A-weighted sound ratings shown have been calculated per AMCA Standard 301.
9. dBA levels are not licensed by AMCA International.



Tag: 31109 Right Hand

1. Aerovent, A Twin City Fan Company, certifies that the model VJBD is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 311 and comply with the requirements of the AMCA Certified Ratings Program.
2. Performance certified is for Installation Type B & D: Free or ducted inlet, Ducted outlet.
3. Power rating (BHP) does not include transmission losses.
4. Performance ratings do not include the effects of appurtenances (accessories).
5. The sound power level ratings shown are in decibels, referred to 10 E-12 watts calculated per AMCA Standard 301.
6. Values shown are for inlet Lwi and LwiA sound power levels for Installation Type B: Free inlet, Ducted outlet.
7. Ratings do not include the effects of duct end correction.
8. The A-weighted sound ratings shown have been calculated per AMCA Standard 301.
9. dBA levels are not licensed by AMCA International.



Job Name: 701719_701720_VJBD



Customer: Heinzmann Associates LLC

Job ID: 701719_701720_VJBD_

Date: August 28, 2024

Est. Lead Time: Leadtime: 14-6 weeks ARO. Ex works fact

Regulation Statements

Fan Energy Index (FEI) is an overall efficiency (wire-to-air) metric which includes not only the impact of the fan efficiency, but also each of the drive components used to operate the fan.

Fan Electrical Input Power (FEP) is the amount of power of a given fan at an operating point characterized by a value of flow and pressure.

Regulated fans with an FEI value less than 1.0 are not for sale or use in the state of California per CA Title 20 Requirements. FEI Value shown is based on selected fan performance at standard density.



Agenda Date: 10/03/2024

Agenda Item Number: 3C

Subject:

Consider approval of a Professional Services Agreement with Rosenberg Associates for the design of the Fort Pearce Wash Trail.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Fort Pearce Wash, Between St. James Park and River Road.

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

This Professional Service Agreement is to provide design work for the first phase of the Fort Pearce Wash Trail which runs approximately 2.4 miles along the Fort Pearce Wash from St. James Park then southeast to River Road. The design work includes base mapping, surveying, floodplain impact study, hydrology study, conceptual plans, environmental permits, civil construction plans, plan reviews, construction contract documents, and bidding. This paved, 10 wide multi-use trail is anticipated to start construction at the beginning of the next fiscal year.

Staff Narrative (need/purpose):

The Fort Pearce Wash Trail has been on the City's Park and Trail Master Plan for years. It is a vital active transportation connection for the southeast quadrant of the City to the existing trail system which provides access to businesses, schools, and parks. Designing the trail this fiscal year and then constructing it in the next is getting the City one step closer to providing this crucial connection.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$112,300

Amount approved in current FY budget for item: \$250,000

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

Approved in budget.

Description of funding source:

Recreation General Obligation Project Fund

Recommendation (Include any conditions):

Approval.



CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR FORT PEARCE WASH TRAIL WITH ROSENBERG ASSOCIATES

This Professional Services Agreement (hereinafter “Agreement”) is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the “CITY”), and Rosenberg Associates, with offices at 352 East Riverside Drive, Suite A-2, St. George, UT 84790 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide design work which includes base mapping, surveying, floodplain impact study, hydrology study, conceptual plans, environmental permits, civil construction plans, plan reviews, construction contract documents, and bidding on the Fort Pearce Wash Trail (hereinafter called the PROJECT); and

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

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

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

1. ENGAGEMENT OF CONSULTANT.

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

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

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

this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

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

3. **TERM OF AGREEMENT.**

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

4. **COMPENSATION.** For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed **one hundred twelve thousand three hundred dollars, \$112,300.00.**
5. **INVOICING, PAYMENT, NOTICES.**
- 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment.
- 5.3 A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.
- 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall

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

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

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

11. **INSURANCE.**

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

- G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
- H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
- I. Name, address, and telephone number of the insurance company's agent of process in Utah.
- J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

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

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

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

- A. The minimum commercial general liability insurance shall be as follows:
 - i. Comprehensive general liability insurance for injuries, including

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

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

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

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

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

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

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

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

13. **DOCUMENTS.**

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

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

- 17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- 17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:
- | | | | |
|------------|--|-------------|--|
| CITY: | City of St. George
175 East 200 North
St. George, Utah 84770 | CONSULTANT: | Rosenberg Associates
352 E Riverside Drive, Suite A-2
St. George, UT 84790 |
| Attention: | City Attorney | Attention: | Jared Bates |
| Copy: | legal@sgcity.org | | |
20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.
21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by

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

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

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

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

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

CITY OF ST. GEORGE

CONSULTANT Rosenberg Associates

Mayor

Date

Jared Bates

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder

EXHIBIT A
SCOPE OF SERVICES

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

Name: Rosenberg Associates

Address: 352 E Riverside Drive, Suite A-2, St. George, UT 84790

Email: jaredb@racivil.com Phone Number: 435-673-8586

Scope of Services and/or Deliverables by Contractor:

- Base Map
- Survey
- Floodplain Impact Study
- Hydrology Study
- Conceptual Plans
- Environmental Permits
- Civil Construction Plans
- Plan Reviews
- Construction Contract Documents
- Bidding
-

Compensation: City shall pay Contractor the following sum:

- Total Amount: \$112,300.00
-
-



EXHIBIT A WORK PLAN

CLIENT **City of St. George**
175 East 200 North
St. George, UT 84770

PROJECT **03139-24-031**
Fort Pearce Wash Bicycle/Pedestrian Trail
St. George, Utah

ENGINEER **Rosenberg Associates**
352 East Riverside Drive, Suite A-2
St. George, UT 84790

EFFECTIVE DATE August 28, 2024

WORK PLAN

PROJECT DESCRIPTION: This work plan includes services to provides design for a proposed new bicycle/pedestrian trail to follow along the Fort Pearce Wash, extending from River Road to Saint James Park.

120 BASE MAP: Perform a field mapping and aerial drone survey to determine project topography and existing site features, including fences, trees, above ground utilities, underground utilities as provided by Blue Stakes or similar markings by others (limited to water, sewer, power, communications, and gas), structures, and adjacent roadway features. Prepare a project base map using the field survey and existing available project boundary and topographic information.

130 SURVEY AND RIGHT-OF-WAY: Research property ownership along the proposed alignment and determine locations where easements and/or right-of-way will be required for project construction and permanent trail use. Provide support to the City in preparing exhibits and legal descriptions for the procurement of easements and rights-of-way. *The cost for this work is estimated. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate.*

142 FLOODPLAIN IMPACT STUDY: Evaluate the potential impact of the trail and proposed crossings to adjacent properties within the existing FEMA Special Flood Hazard Area, Zone AE, by generating a HEC-RAS water surface profile model of the reach and determine the proposed post project water surface profile and base flood elevations (BFE's). Determine if a No-Rise Certificate can be used for the project and review with the City Floodplain Administrator. Prepare a floodplain development permit. *Any work associated with preparing a letter of map revision (LOMR) is not included in this scope of work.*

150 HYDROLOGY STUDY: Research hydrologic conditions of the proposed project and perform hydrologic delineation of the watershed impacting drainage points along the trail alignment. Develop a hydrologic model to estimate peak storm water flow values. Evaluate hydraulic improvement options to route storm water under the trail, if needed. Summarize findings and recommended improvements in a written report.

160 CONCEPTUAL PLANS: Develop a conceptual trail alignment plan with preliminary details for erosion protection and crossings. *The cost for this work is estimated. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate.*

170 ENVIRONMENTAL PERMITS: Prepare the necessary applications, plans, details, and reports required to obtain local, state, and federal permits for construction of the proposed project and environmental mitigation if required. Coordinate with the Virgin River Program and Utah Division of Wildlife Resources.

10 Aquatic Resource Delineation: Complete a detailed site investigation required to delineate the *Waters of the United States* including wetlands potentially impacted by the proposed project using methods defined by the US Army Corps of Engineers (USACE). Prepare a written report summarizing the results of the delineation and quantify the potential temporary and permanent impacts caused by construction of the project. Provide required supporting documents including field methodology, site photographs, maps, datasheets, soils information, plant list and forms.

20 Biological Assessment: Prepare a biological assessment report for the project area including consultations with the Virgin River Program, UDWR and USFWS, existing ecological conditions, potential impacts to species, and recommendations for the proposed project. This work will be completed by a qualified subconsultant; approved by the City prior to work. *The cost for this work is estimated. Actual cost will be provided by subconsultant based on concept design.*

30 Cultural Resource Inventory: Prepare a cultural resource search of the project area and prepare a report of findings and including documentation of consultation with the State Historic Preservation Office. This work will be completed by a qualified subconsultant; approved by the City. *The cost for this work is estimated. Actual cost will be provided by subconsultant based on concept design.*

40 USACE Consultation: Review the proposed project impacts with the Corps of Engineers Project Manager to determine the appropriate permit application and supporting document needs, including mitigation improvements to satisfy the requirements of the Federal Clean Water Act.

50 Permit Application & Supporting Documents: Prepare the appropriate Corps of Engineers Permit Application and supporting documents required for construction of the project. Submit to the USACE for review and respond to RFI's.

60 State Stream Alteration Permit Application: Consult with the State Stream Alteration Permit Specialist and prepare a Joint Permit Application including supporting documents required to permit construction of the project. *Note: The \$500 Application Fee required by the State has not been included in the fee proposal.*

70 City Floodplain Development Permit Application: Submit a Floodplain Development Permit application and exhibits to the City Floodplain Administrator for review and approval. *Note: City fees are not included.*

260 CIVIL CONSTRUCTION PLANS: Research, evaluate, design, and develop project civil construction plans for the elements listed below. Review completed plans with the Client.

10 Cover Sheet and Notes: Prepare the project cover sheet, sheet index, and typical construction notes for the construction plan set.

20 Grading and Drainage: Prepare a grading and drainage plan for the project site to show existing and proposed contours, and cross-sections. Correlate design with the drainage study. Determine earthwork quantities.

22 Erosion Control: Prepare erosion control details and cross-sections for protection of the trail based on the results of the erosion hazard assessment.

24 Storm Water Mitigation: Prepare a storm water mitigation plan document and preliminary design plans to illustrate the methods and procedures proposed to control and eliminate storm water pollution sources during construction. *Work excludes the preparation of a Storm Water Pollution Prevention Plan (SWPPP), which will be the responsibility of the construction contractor.*

28 Crossing Structures: Design structural details for 3 pre-fabricated crossing structures to include concrete abutments and bridge connection details. Prepare design & details for cart path/trail tunnel designed from pre-cast box culverts or similar. Provide 2 below bridge crossing designs with erosion protection and details. *Due to the uncertainty and complexity of the designs, actual cost will vary. Work will be invoiced based on the Engineer's hourly rate.*

30 Trail Plan and Profile: Prepare horizontal and vertical alignment plans for the trail and storm drain system to include typical cross sections, construction notes, and details.

40 Utility: Prepare a project utility construction plan to include utilities impacted by the proposed trail construction. *Utility mapping will be based upon information obtained from utility service providers.*

80 Opinion of Cost: Prepare an engineer's opinion of probable construction costs.

360 PLAN REVIEWS: Address comments from City Engineering department and JUC. *The cost for this work is estimated, assuming one round of reviews with minor corrections, if needed. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate.*

400 CONSTRUCTION CONTRACT DOCUMENTS: Prepare material and construction specifications for the final design plans. Combine with the city-furnished bidding documents and work agreement forms. Compile into a contract bidding package to include with the project general conditions and construction specifications.

410 PROJECT BID AND CONTRACTOR SELECTION: Assist the Client in advertising for and obtaining bids for the project. Attend the pre-bid conference and issue addenda to clarify, correct, or change the bidding documents.

Attend the bid opening, prepare bid tabulation sheets, and assist the Client in evaluating the bids. Consult with the Client as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed in the bid documents. Assemble the contractor bonding information. *The Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.*

The following services are not included in the Work Plan:

- Geotechnical investigation.
- Site landscape or irrigation construction plans. These drawings are to be prepared by a licensed landscape architect and furnished to the Engineer for inclusion in the civil construction plans.
- Construction engineering support or construction contract administration.
- Construction surveying and field staking.

COST ESTIMATE

120	BASE MAP		\$6,000
130	SURVEY AND RIGHT-OF-WAY	Invoiced on an hourly basis with an estimated cost of	\$4,000
142	FLOODPLAIN IMPACT STUDY		\$4,000
150	HYDROLOGY STUDY		\$4,000
160	CONCEPTUAL PLANS	Invoiced on an hourly basis with an estimated cost of	\$10,000
170	ENVIRONMENTAL PERMITS		\$29,000
10	<u>Aquatic Resource Delineation</u>		\$8,500
20	<u>Biological Assessment Estimate</u> Actual cost provided by subconsultant		\$6,000
30	<u>Cultural Resource Inventory</u> Actual cost provided by subconsultant		\$5,000
40	<u>USACOE Consultation</u>		\$1,000
50	<u>Permit Application & Supporting Documents</u>		\$6,000
60	<u>State Stream Alteration Permit Application</u>		\$1,500
70	<u>City Floodplain Development Permit Application</u>		\$1,000
260	CIVIL CONSTRUCTION PLANS		\$48,500
10	<u>Cover Sheet and Notes</u>		\$1,500
20	<u>Grading and Drainage</u>		\$9,000
22	<u>Erosion Control</u>		\$4,000
24	<u>Storm Water Mitigation</u>		\$4,000
28	<u>Crossing Structures</u>		\$10,000
	Invoiced on an hourly basis with an estimated cost of		
30	<u>Trail Plan and Profile</u>		\$14,000
40	<u>Utility</u>		\$5,000
80	<u>Opinion of Cost</u>		\$1,000
360	PLAN REVIEWS	Invoiced on an hourly basis with an estimated cost of	\$1,500
400	CONSTRUCTION CONTRACT DOCUMENTS		\$3,500
410	PROJECT BID AND CONTRACTOR SELECTION		\$1,800
	PROJECT TOTAL		\$112,300

FEE SCHEDULE

ENGINEERING

Principal Engineer 2	hour	\$210
Principal Engineer 1	hour	\$180
Project Engineer 3	hour	\$170
Project Engineer 2	hour	\$150
Project Engineer 1	hour	\$140
Staff Engineer 2	hour	\$100
Staff Engineer 1	hour	\$70

DESIGN

Designer 4	hour	\$150
Designer 3	hour	\$145
Designer 2	hour	\$110
Designer 1	hour	\$100
Drafter 3	hour	\$95
Drafter 2	hour	\$85
Drafter 1	hour	\$60

SURVEY

Land Surveyor 3	hour	\$180
Land Surveyor 2	hour	\$160
Land Surveyor 1	hour	\$135
Survey Crew 1-Man	hour	\$135
Survey Crew 2-Man	hour	\$180
Survey Crew Drone	hour	\$190

OTHER FEES

Travel	mile	Current IRS as incurred
Large Copies	sheet	\$4.00
Small Copies	sheet	\$0.20
Outside Services	invoice + 10%	



ROSENBE-01

MBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2024

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

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

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Joni Konschot	
	PHONE (A/C, No, Ext): (801) 364-3434 643 FAX (A/C, No):	
	E-MAIL ADDRESS: joni.konschot@american-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Ins. Co.	30104
INSURED Rosenberg Associates, Inc 352 E Riverside Dr, Ste A-2 St. George, UT 84790	INSURER B : Sentinel Insurance Co Ltd	11000
	INSURER C : Hartford Fire Insurance Co.	19682
	INSURER D : XL Specialty Insurance Company	37885
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	34SBWAV0K0P	12/25/2023	12/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DRONE LIABILITY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	34UEGAQ8217	12/25/2023	12/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		X	34SBWAV0K0P	12/25/2023	12/25/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGAV0JMM	12/15/2023	12/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof. Liability			DPR5022164	1/11/2024	1/11/2025	Each Claim 2,000,000
D	RetroDate: 7/1/1989			DPR5022164	1/11/2024	1/11/2025	Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

St. George City
390 N. 3050 E.
St George, UT 84790

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

AUTHORIZED REPRESENTATIVE



However, if we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of this Supplemental Policy, then we will have no obligation to pay any premium on an appeal bond, and the "insured" or the "insured's" underlying insurers or both will bear:

- (1) The full cost and duty of obtaining any appeal bond; and
- (2) The taxable costs, disbursements and additional interest incidental to such appeal.

If the claim is settled for less than the judgment amount, we shall only be liable for that portion of the settlement that is in excess of any applicable "underlying insurance", self-insured retention, and any other valid and collectible insurance and within the applicable limit of this Supplemental Policy.

- b. If the "insured", or any insurers providing coverage to which this Supplemental Policy is excess, elect not to appeal a judgment in excess of such "underlying insurance", applicable self-insured retention, and any other valid and collectible insurance, then we shall have the right to pursue such appeal. In that case, if the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of such "underlying insurance", self-insured retention, and any other valid and collectible insurance, then we shall be liable, in addition to the applicable limit of insurance, for:

- (1) All expenses incurred by us;
- (2) All court costs taxed against the "insured" in connection with such appeal. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the "insured";
- (3) All interest on the entire amount of the judgment which accrues after the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment which is within the limits of the "underlying insurance" self-insured retention, and any other valid and collectible insurance; and
- (4) All premiums on appeal bonds for the amount of the judgment that is within the limits of any self-insured retention, "underlying insurance", and this Supplemental Policy, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, those bonds, whether the collateralization is characterized as premium or not;

7. Other Insurance

This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

- a. Primary;
- b. Contributing;
- c. Excess; or
- d. Contingent;

Provided that if such other insurance provides umbrella coverage in excess of "underlying insurance" or a self-insured retention, this Supplemental Policy shall contribute therewith with respect to "damages".

However, in the event that there is such other umbrella coverage available to cover such excess loss on an excess basis, we will pay only our share of the amount of such excess loss payable under this Supplemental Policy.

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the "insured" has rights to recover all or a part of any payment we have made under this Supplemental Policy, those rights are transferred to us. The "insured" must do nothing after a loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.
- b. Recoveries shall be applied to reimburse:
 - (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;



(2) Second, us, along with any other insurers with whom we participate in a loss on a quota share basis at the same layer;

(3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- c. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

9. Changes

This Supplemental Policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this Supplemental Policy, or stop us from asserting any rights under the terms of this Supplemental Policy.

The Named Insured first shown in the Supplemental Policy Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this Supplemental Policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Supplemental Policy.

10. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Supplemental Policy to the Named Insured first shown in the Supplemental Policy Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom claim is made or "suit" is brought.

11. Maintenance Of Underlying Insurance

Policies, endorsements, and coverage parts affording in total the coverage and limits stated in the Extension Schedule Of Underlying Insurance shall be maintained in full effect during the currency of this Supplemental Policy. Your failure to comply with the foregoing shall not invalidate this Supplemental Policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied with this Paragraph 11.

The Named Insured first shown in the Supplemental Policy Declarations shall give us written notice as soon as practicable of any of the following:

- a. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
- b. Termination of part or all of one or more of the policies, endorsements, or coverage parts of "underlying insurance";
- c. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this Supplemental Policy.

12. Cancellation

- a. The Named Insured first shown in the Supplemental Policy Declarations may cancel this Supplemental Policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
- b. We may cancel this Supplemental Policy by mailing or delivering to the Named Insured first shown in the Supplemental Policy Declarations at the address shown in the Supplemental Policy Declarations, written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

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

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

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

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



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

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

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

f. Any Other Party

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

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

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

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



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

Policy Number: 34 WEG AV0JMM

Endorsement Number:

Effective Date: 12/15/23

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

Named Insured and Address: ROSENBERG ASSOCIATES
352 E RIVERSIDE DR STE A-2
SAINT GEORGE UT 84790

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

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

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

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

Schedule

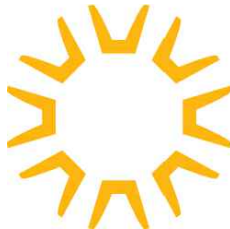
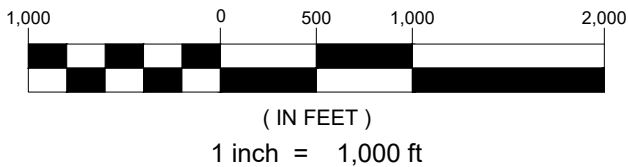
Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative



FORT PEARCE WASH TRAIL PROPOSED ALIGNMENT

SEPTEMBER 24, 2024



St. George
THE BRIGHTER SIDE



Agenda Date: 10/03/2024

Agenda Item Number: 3d

Subject:

Consider approval of a Professional Services Agreement with Civil Science for the master planning of the Tonaquint Community Park and design of Thunder Junction All Abilities Park Phase 2.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Tonaquint Park, 1851 South Dixie Drive

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

This PSA is to provide an overall master plan for the Tonaquint Community Park and design survey, base map, schematic design, design development, construction documents, final design, and bid package for the Thunder Junction All Abilities Park Phase 2. The master plan will provide a high-level design to identify opportunities of potential improvements for the entire area of the park. Phase 2 of Thunder Junction will improve the isolated area on the east end of the park near the train storage tunnel and provide additional amenities to the existing park.

Staff Narrative (need/purpose):

Tonaquint Community Park is a location with multiple uses including Thunder Junction All Abilities Park, Tonaquint Nature Center, Tonaquint Tennis Facility, a demonstration garden, and additional park space. The purpose of the master plan is to examine all these spaces and identify opportunities for future park improvements. The purpose of Thunder Junction Phase 2 is to provide additional space and amenities that were not able to be included in Phase 1 of the project due to budget constraints. The area surrounding the train storage tunnel is currently not being used to its full potential. It is proposed to provide amenities such as a sand/water play area, pavilion, pathways, enhanced landscaping, better access to the area, train maintenance area, and additional play equipment. Other proposed improvements to the park include a brontosaurus slide, additional theming, and train tunnel enhancements.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$247,500

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

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

Approved in budget.

Description of funding source:

Recreation General Obligation Project Fund

Recommendation (Include any conditions):

Approval.



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR TONAQUINT COMMUNITY PARK MASTER PLAN & THUNDER JUNCTION
ALL ABILITIES PARK PHASE 2 WITH CIVIL SCIENCE**

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

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide consulting services that include overall master plan for the Tonaquint Community Park and design survey, base map, schematic design, design development, construction documents, final design, and bid package on the Thunder Junction All Abilities Park Phase 2 (hereinafter called the PROJECT); and

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

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

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

1. ENGAGEMENT OF CONSULTANT.

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

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

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

any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

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

3. **TERM OF AGREEMENT.**

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

contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.** For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed **two hundred forty-seven thousand five hundred dollars, \$247,500.00.**
5. **INVOICING, PAYMENT, NOTICES.**
 - 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
 - 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment.
 - 5.3 A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
 - 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.
 - 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors

concerning the operation and services performed under this Agreement. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

9. **ACCURACY AND COMPLETENESS.**

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

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

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

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

10. **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

11. **INSURANCE.**

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

- G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
- H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
- I. Name, address, and telephone number of the insurance company's agent of process in Utah.
- J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

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

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

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

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

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

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

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

contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

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

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

13. **DOCUMENTS.**

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

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

- 17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- 17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:
- | | | | |
|------------|--|-------------|--|
| CITY: | City of St. George
175 East 200 North
St. George, Utah 84770 | CONSULTANT: | Civil Science
1453 S. Dixie Drive, Ste. 150
St. George, UT 84770 |
| Attention: | City Attorney | Attention: | Tyler Turner |
| Copy: | legal@sgcity.org | | |
20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.
21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing

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

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

covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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

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

CITY OF ST. GEORGE

CONSULTANT Civil Science

Mayor

Date

Tyler Turner

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder

EXHIBIT A
SCOPE OF SERVICES

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

Name: Civil Science

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

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

Scope of Services and/or Deliverables by Contractor:

- Overall Master Plan
- Design Survey
- Base Map
- Schematic Design
- Design Development
- Construction Documents
- Final Design
- Bid Package
- _____
- _____
- _____

Compensation: City shall pay Contractor the following sum:

- Total Amount: \$247,500.00
- _____
- _____

August 28, 2024

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

RE: Tonaquint Community Park Master Plan & Thunder Junction All Abilities Park Phase II
Professional Services Proposal

Dear Mr. Goble,

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

PROJECT UNDERSTANDING

The City is planning to move forward with two critical park planning projects this year. These include a Master Plan for Tonaquint Community Park and detailed design and construction documentation of the final phase of The Thunder Junction All-Abilities Park known as Phase 2. The City has requested assistance from CS for the Tonaquint Community Park Master Plan as well as survey, schematic design, design development, and construction documentation for Thunder Junction All-Abilities Park - Phase 2 project.



Tonaquint Community Park Boundary



The Tonaquint Community Park Master Plan will include approximately 31.75 acres of parkland and will be developed with input from City staff. The master planning process will provide options that document and explore existing park uses, opportunities for expanded park uses and amenities, pedestrian and vehicular circulation, and a variety of other considerations related to the site based on City staff's direction. Options will be considered, and concepts developed that allow the City to consider, plan for, and best utilize the parkland given its size, location, programming, neighboring uses, and popularity. Special consideration will be given to the context of the park and its proximity to the Santa Clara River, its mature trees, the existing trail system, and the site's value as a natural wildlife and pedestrian corridor within the community. The overall intent for the Master Plan is to explore and identify opportunities that will best utilize the site, plan for the future, and protect the existing park as the community grows.

Due to the popularity of the Thunder Junction All-Abilities Park, the City would like to expand and further develop the park site and provide additional area and amenities for visitors. The site for the final stage of The Thunder Junction All-Abilities Park will be located within the southeastern corner of the park site which is currently unprogrammed and underutilized. This partially developed site includes approximately 2.2 acres and is bordered by South Dixie Drive, the main park entry, a parking lot, and a portion of the existing All Abilities Park. The train storage tunnel and track loop are located within the site along with a small section of existing irrigated lawn area, shade trees, and a buffering planting running parallel to South Dixie Drive (see image below for phase 2 boundary).



Thunder Junction - Phase 2 Project Boundary

The design may also expand into some areas within the existing All-Abilities Park as it relates to some specific areas near the volcano feature. The design for this project will need to be seamlessly integrated with the existing park theming and branding so that upon its completion it fits within the overall Thunder Junction All-Abilities Park context. The first part of this project will be to explore opportunities and come up with unique and creative ways to develop the park site. This will involve a variety of conceptual drawings and image boards used to explore and develop the best use of the space. CS staff have had initial discussions with City staff regarding the proposed programming and some of the park elements they have considered.

Key elements to be considered include the following items:

- Additional Dinosaur Themed Slides & Park Playground Elements
- A Sand & Water Sensory Zone
- Picnic Pavilions with Views
- A Train Storage/Maintenance Area w/ Diversion Track
- Additional Train Loading/Unloading Platform Area
- Pedestrian Pathways
- Train Barrier Fencing
- Faux Rock Treatments to Tunnel Wing Walls
- Iconic Park Entry Sign at S. Dixie Drive Intersection & Park Entrance

The City has established a construction budget for the Thunder Junction All-Abilities Park Phase 2 project at \$3M dollars and the project is planned to be funded during FY2025/26. Our design and construction documentation proposal reflects this budget and project scope accordingly.

SCOPE OF WORK

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

1. Overall Master Plan

- Kickoff Master Plan and Coordination Meetings: Organize initial meetings with the client to discuss project goals, desired outcomes, constraints, and expectations.
- Site Inventory and Analysis: Conduct a detailed site analysis, including existing vegetation, topography, drainage patterns, floodplain, site features, and any historical or environmental constraints for the entire Tonaquint Community Park.
- Program Analysis: Prepare and develop programming and amenity information for the programming of the existing and future park areas that will help establish the overall park use.
- Alternative Analysis: Develop multiple sketches that explore different aspects of park uses, circulation and access considering factors such as cost, feasibility, park impact, key park features and stakeholder input.
- Unique Considerations: Identify opportunities for unique and creative park design to compliment the current facilities.
- Preliminary Layouts: Continue development of sketches into layouts and plans that illustrate the overall design intent, including major park elements, circulation paths, and key focal points.
- Final Conceptual Plan: Prepare final conceptual plan that illustrate the overall design intent, including major park elements, project theming and branding, circulation paths, and key focal points.
- Preliminary Opinion of Cost: Provide an opinion of cost for the overall master plan, considering major and minor elements and potential site challenges.

Deliverables

- Overall Master Plan & Illustrative Documents
- Opinion of Probable Cost

Assumptions

- No detailed survey is anticipated for this overall master plan, publicly available data will be used to create an overall base map.

2. **Design Survey & Base Map**

- Control Survey: establish control survey, datum and coordinate system, verify benchmarks.
- Topographic Survey: identify site features including buildings, roads, vegetation, fences, ground elevations, and break lines such as ridges, edges of pavements and drainage swales to generate a topographic base map.
- Boundary Survey: research deeds, plats and other legal documents to establish property boundaries.
- Utility Survey: use records and as-builts obtained from utility companies to locate underground utilities including water, gas, electric and communication lines and document their above-ground features; for sewer and storm drain utilities document depths, material and size where possible.
- Aerial Survey: Deploy drone to capture high-resolution aerial imagery
- Base Mapping: generate Digital Elevation Model (DEM) from the elevation data, create contour lines, digitize surface features, process aerial images, integrate utility data ensuring accurate representation in final existing conditions map.

Deliverables

- Project Base Map, Existing Conditions

Assumptions

- No subsurface utility investigation is included for utilities or potential conflict areas, it is assumed all utilities are as evident in the field with invert elevations collected with survey equipment.

3. **Schematic Design Phase (30%)** – The schematic design phase is the initial stage where conceptual ideas are developed into preliminary designs. It sets the foundation for the project's design direction and overall vision.

3.1. Site Inventory and Analysis

- Kickoff Meeting: Organize initial meetings with the client to discuss project goals, desired outcomes, budget constraints, and timeline expectations.
- Stakeholder Identification: Identify and engage key stakeholders, including community members, regulatory bodies, and utility companies.
- Site Inventory and Analysis: Conduct a detailed site analysis, including existing vegetation, topography, soil conditions, drainage patterns, site features, and any historical or environmental constraints.

3.2. Feasibility Analysis

- Engineering Feasibility: Evaluate the technical feasibility of various design options, considering factors such as soil conditions, drainage, topography, and existing infrastructure.
- Constructability Review: Assess potential construction challenges, including site access, staging areas, and material availability.
- Preliminary Cost Estimates: Develop rough order of magnitude cost estimates based on sketch alternatives.
- Cost-Benefit Analysis: Compare the costs of various alternatives against their expected benefits and project budget.

3.3. Sketch & Visualization Alternatives

- Coordination Meetings: Organize and facilitate stakeholder meetings to present sketches, alternatives and gather input on desired park amenities, layout preferences, and address any concerns.
- Sketches: Develop multiple sketches that explore different aspects of park elements such as playgrounds, trails, picnic areas, major park elements, key focal points and features.
- Unique Considerations: Identify opportunities for unique and creative park design to compliment the current facilities.
- Alternative Analysis: Develop and evaluate multiple sketch alternatives, considering factors such as cost, feasibility, park impact, key park features and stakeholder input.

3.4. Preliminary Layouts & Renderings

- Coordination Meetings: Organize and facilitate stakeholder meetings to present preliminary layout and renderings on desired park amenities, layout preferences, and address any concerns.
- Preliminary Layouts: Continue development of sketches into layouts and plans that illustrate the overall design intent, including major park elements, circulation paths, and key focal points.
- Renderings: Create preliminary 3D renderings, sketches, or models to help visualize the design concepts and facilitate stakeholder feedback.
- Sustainability Considerations: Identify opportunities for sustainable design practices, such as native plantings, maintenance, stormwater management, and energy-efficient lighting.

3.5. Final Conceptual Plan

- Conceptual Plan: Prepare final conceptual plan that illustrates the overall design intent, including major park elements, project theming and branding, circulation paths, and key focal points.
- Visualizations: Create final 3D renderings or models to help visualize the conceptual plan.
- Preliminary Opinion of Cost: Provide an opinion of cost for the Schematic Design Phase, considering major and minor elements and potential site challenges.

Deliverables

- Sketches (as appropriate)
- Preliminary Layouts (Up to 9)
- Final Conceptual Plan with Visualizations
- Opinion of Probable Cost

4. Design Development Phase (60%) – The design development phase refines the approved schematic design into more detailed and precise plans, addressing technical aspects and ensuring that the design is feasible and cost-effective.

4.1. Site Layout & Circulation Design

- Stakeholder Meetings: Present the refined design to the stakeholders highlighting key design decisions and estimated costs, incorporate feedback and make revisions to ensure design meeting project goals and objectives.
- Site Layout: Refine park layout, adjusting the placement of elements based on site conditions, and other considerations.
- Circulation and Access Design: Design pedestrian pathways, vehicular access, parking areas, and accessibility features ensuring compliance with ADA standards.

4.2. Grading and Drainage Design

- Detailed Site Analysis: Update topography survey for design grading and drainage plans and review geotechnical investigations for subgrade elements.
- Grading & Drainage Design: Develop detailed grading and drainage design, including drainage swales, drainage basins, and stormwater conveyance systems.

4.3. Park Elements & Features Design

- Detailed Park Features Design: Develop detailed designs for park features and key elements including play elements, open areas, seating areas, picnic and pavilion areas.
- Detailed Opinion of Cost: Provide an opinion of cost for the Design Development Phase based on the refined design, breaking down costs by each park element.
- Budget Review and Adjustment: Review the cost estimate with stakeholders, making necessary adjustments to the design or scope to align with the project budget.

4.4. Materials and Finishes Design

- Material and Finishes Selection: Select materials for park features, including paving, surfacing, seating, and lighting, prioritizing durability, sustainability and aesthetics.

- Planting Plans: Develop preliminary planting plans, specifying native and drought-tolerant species that are suitable for the local climate and soil conditions.

4.5. Utility Coordination & Design

- Utility Coordination: Coordinate with utility providers to design connections for water, sewer, electricity, and irrigation systems.
- Lighting and Electrical Design: Design the park's lighting system, including the layout of light poles, types of fixtures, and power distribution.

Deliverables

- Construction Drawings (60%)
- Opinion of Probable Cost

Assumptions

- The City will provide a geotechnical report for the Project (if required). We will coordinate with Landmark Testing Scope of Work, and final recommendations.
- It is assumed no drainage study or detention facilities are required based on the fact that the project is within an existing park site with minimal change from pre-development to post-development flows.

5. **Construction Documents (90%)** – The construction documents phase involves the preparation of detailed drawings, specifications, and other documentation required for the construction of the park.

5.1. Final Engineering Construction Documents

- Civil Engineering: Prepare detailed site plan and layout including all park elements, property lines, setbacks, easements, and adjacent features. Develop detailed grading and drainage plans that specify proposed elevations, slopes, contours, and drainage patterns. Create utility plans showing the location and design of water, sewer, and irrigation including points of connection and trench details.
- Structural Engineering: Prepare structural drawings for any park structures, such as pavilions, bridges, retaining walls, and foundations.
- Electrical Engineering: Develop detailed electrical plans for site lighting, including circuit diagrams, light fixture specifications, and power distribution.

5.2. Final Park Elements and Features Construction Documents

- Hardscape and Paving Plans: Provide detailed drawings for hardscape elements, including pavements, walkways, plazas, curbs, and retaining walls.
- Park Elements and Features: Provide detailed drawings for major and minor park elements and features including playground elements, sand/water play, pavilions, furniture, amenities and other key features.

5.3. Landscape and Irrigation Construction Documents

- Landscape and Planting Plans: Finalize planting plans with species selection, planting details, and maintenance guidelines.
- Irrigation System Plans: Design and prepare irrigation system plans, including line sizes, irrigation specifications, and details.

5.4. Contract Documents and Technical Specifications

- Contract Documents: Assist the City in preparation of contract documents including bid schedule, quantity takeoffs, and general bid and construction documents.
- General Specifications: Review City standard specifications that outline the project scope, schedule, and construction management procedures.
- Technical Specifications: Provide detailed technical specifications for all materials not covered by the City standard specifications, including quality standards, performance criteria, and approved manufacturers.

- Final Opinion of Probable Cost: Prepare a final cost estimate based on the completed construction documents, providing a detailed breakdown of all construction costs and costs to the Project.

Deliverables

- Construction Drawings
- Contract Documents
- Technical Specifications
- Opinion of Probable Cost

Assumptions

- The contractor will be required to provide a SWPPP as part of the construction contract and therefore is not included in the design.

6. Final Design & Bid Package

- Bid Documents Preparation: Assemble bid packages, including drawings, specifications, bid forms, and contract terms, to solicit bids from contractors.
- Final Construction Document Review: Present the completed construction documents to JUC and stakeholders for final review and approval.
- Permitting Support: Submit construction documents to relevant regulatory agencies for permits and approvals, addressing any review comments or requirements.
- Revisions and Finalization: Make any final revisions to the construction documents based on client feedback or permitting requirements.

Deliverables

- Bid Package
- JUC Approval

Assumptions

- It is assumed the only permitting approval is through JUC, any additional reviews/approvals will be handled by the City.

FEE PROPOSAL

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

#	Phase / Task Description	Fee	Fee Type
1	Overall Master Plan	\$14,900	Lump Sum
2	Design Survey & Base Map	\$9,800	Lump Sum
3	Schematic Design (30%)	\$64,800	Lump Sum
3.1	Site Inventory & Analysis	\$9,500	
3.2	Feasibility Analysis	\$7,500	
3.3	Sketch & Visualization Alternatives	\$19,900	
3.4	Preliminary Layouts & Renderings	\$17,500	
3.5	Final Conceptual Plan	\$10,400	
4	Design Development (60%)	\$61,900	Lump Sum
4.1	Site Layout & Circulation Design	\$11,400	
4.2	Grading & Drainage Design	\$10,300	
4.3	Park Elements & Features Design	\$22,400	
4.4	Materials & Finishes Design	\$9,500	
4.5	Utility Coordination & Design	\$8,300	

5	Construction Documents (90%)	\$87,000	Lump Sum
5.1	<i>Final Engineering Construction Docs</i>	<i>\$48,200</i>	
5.2	<i>Final Park Elements & Feature Construction Docs</i>	<i>\$17,400</i>	
5.3	<i>Landscape & Irrigation Construction Docs</i>	<i>\$9,900</i>	
5.4	<i>Contract Docs & Technical Specifications</i>	<i>\$11,500</i>	
6	Final Design & Bid Package	\$9,100	Lump Sum
	Total	\$247,500	Lump Sum

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

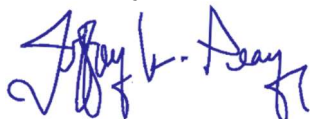
ADDITIONAL SERVICES

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

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

If the City chooses to move forward with the Project, we recommend execution of a contract based on this Proposal in a format agreeable to both parties. We appreciate the opportunity to work with the City on this and other projects. Please call me at (435) 705-1862 with any questions or concerns.

Respectfully,



Jeff Peay, PLA
Sr. Project Manager / Sr. Landscape Architect



Cody Howick, PE
Office Manager / Executive

Exhibit A – CS Standard Hourly Rates and Fee Schedule (UT01/2024)

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

Labor Category	Hourly Labor Rate ¹	Labor Category	Hourly Labor Rate ¹
Technician I	\$87.00	Survey I	\$84.00
Technician II	\$97.00	Survey II	\$99.00
Technician III	\$112.00	Survey III	\$120.00
Technician IV	\$126.00	Survey IV	\$139.00
Technician V	\$155.00	Survey V	\$161.00
Engineer I	\$109.00	Survey VI	\$175.00
Engineer II	\$129.00	Survey Crew – 1-Man	\$134.00
Engineer III	\$146.00	Survey Crew – 2-Man	\$204.00
Engineer IV	\$160.00	Landscape Architect I	\$89.00
Engineer V	\$171.00	Landscape Architect II	\$107.00
Engineer VI	\$199.00	Landscape Architect III	\$124.00
Sr. Engineer	\$229.00	Landscape Architect IV	\$141.00
Admin I	\$72.00	Sr. Landscape Architect	\$163.00
Admin II	\$89.00	Visual Designer	\$139.00
Admin III	\$109.00	Project Manager I	\$141.00
Admin IV	\$137.00	Project Manager II	\$163.00
Admin V	\$160.00	Project Manager III	\$183.00
Admin VI	\$179.00		

DIRECT REIMBURSABLE RATES:

Mileage	\$ 0.67 /mile (IRS std.)
Full Day Per-Diem (as necessary and agreed upon)	\$ 59 /person/day (IRS std.)
Partial Day Per-Diem (as necessary and agreed upon)	\$ 44.25 /person/day (IRS std.)
Lodging (as necessary and agreed upon)	\$ Cost/Night + 15% Mark Up
Outside Consultants / Subconsultants	\$ Cost + 15% Mark Up
Other Expenses or Direct Costs Occurred	\$ Cost + 15% Mark Up

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

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

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

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



CIVIENG-01

MALLEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2024

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

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

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Mason Allen	
	PHONE (A/C, No, Ext): (801) 364-3434	FAX (A/C, No): (801) 355-5234
	E-MAIL ADDRESS: mason.allen@american-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Civil Science Infrastructure, Inc. 3160 West Clubhouse Drive Lehi, UT 84043	INSURER A : Hartford Underwriters Ins. Co.	30104
	INSURER B : Nutmeg Insurance Company	39608
	INSURER C : XL Specialty Insurance Company	37885
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	84SBWAX6VNL	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY comp ded: \$2,000 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY coll ded: \$2,000	X	X	84UEGAG3349	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	84SBWAX6VNL	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	84WEGAX4TY9	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liability			DPR5027960	5/1/2024	5/1/2025	Each Claim 5,000,000
C	Retro Date: 5/1/2002			DPR5027960	5/1/2024	5/1/2025	Aggregate 5,000,000

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

Re: Thunder Junction All-Abilities Park - Phase 2 & Tonaquint Park Master Plan

The City of St. George is named as an additional insured with respect to General Liability, Auto and Umbrella Liability, including waiver of subrogation and ongoing/completed operations, per written contract and the attached endorsements. Workers' Compensation includes waiver of subrogation. Coverage is Primary and Non-contributory. 30 day notice of cancellation applies, except 10 days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: 84SBWAX6VNL



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

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

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



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

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

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

f. Any Other Party

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: 84SBWAX6VNL



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

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

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



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

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

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

f. Any Other Party

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

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

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

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



BUSINESS LIABILITY COVERAGE FORM

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

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

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible;
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

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

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

- (a) Infringement, in your "advertisement", of:
 - (i) Copyright;
 - (ii) Slogan; or
 - (iii) Title of any literary or artistic work; or
- (b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

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

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

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

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

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

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

 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY
WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO
PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF
THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT
LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN
IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZ-
ATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto." The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
 - (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

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

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

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

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

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

This provision does not apply:

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

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

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

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

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

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

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



AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

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

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

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

a. This provision does not apply:

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

b. In no event shall any coverage afforded to any such person or organization apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this Supplemental Policy for any such additional insured will follow the provisions, exclusions and limitations of the "underlying insurance".

B. Solely as with respect to the insurance afforded to any person or organization qualifying as an additional insured under Section A. above, Paragraph 7. Other Insurance in Section E. CONDITIONS is deleted and replaced by the following:

7. Other Insurance

a. This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

- (1) Primary;
- (2) Contributing;
- (3) Excess; or
- (4) Contingent.

b. However, the following provisions apply to other insurance available to any person or organization qualifying as an additional insured under Section C. WHO IS AN INSURED, as amended by Section A. of this endorsement and who is also an additional insured under the Business Liability Coverage scheduled in the "underlying insurance":

(1) Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit to provide primary insurance to the additional insured, then, after the "underlying insurance" is exhausted, this insurance will be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph c. below.



(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit to provide insurance to the additional insured that is primary and non-contributory, then, after the "underlying insurance" is exhausted, this insurance will be primary and we will not seek contribution from the additional insured's own insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance on which the additional insured qualifies as an additional insured pursuant to the terms of that policy or has been added as an additional insured by endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

C. Paragraph D.6. How Limits Apply To Additional Insured is deleted and replaced by the following:

How Limits Apply To Additional Insureds

- a.** If you have agreed in a written contract, written agreement or permit that another person or organization be added as an additional insured on the Business Liability Coverage scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this Supplemental Policy, the most we will pay on behalf of such insured is the lesser of:
 - (1)** The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
 - (2)** The Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations.
- b.** Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations and described in other provisions of this Section.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 84 WEG AX4TY9

Endorsement Number:

Effective Date: 05/01/24

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

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

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

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

SCHEDULE

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

Countersigned by _____
Authorized Representative



Agenda Date: 10/03/2024

Agenda Item Number: 3e

Subject:

Consider approval of a Grant Services Agreement with Utah State University for the St. George WaterMAPS Water Initiative Project

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: Water Services Dept

Reference Number: .

Address/Location:

N/A

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

In February 2024, the City provided a notice to Utah State University's WaterMAP team of our intention to participate in a WaterMAPS project for the City of St. George. The project will develop a WaterMAPS analytic and public information program that will assist our residents in better understanding patterns of landscape water use and landscape water need. The information derived from the project will assist the City in our water conservation efforts by effectively guiding our conservation programming and water planning. Utah State University assisted the City in obtaining a grant to cover half of the project cost. The City's portion of the project will be \$74,995.

Staff Narrative (need/purpose):

The WaterMAPS project will provide information to the City's residents to help them better understand their landscape irrigation patterns and needs. The dashboard that will be developed will assist the City in their efforts to effectively and efficiently guide our water conservation program and planning.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$74,995

Amount approved in current FY budget for item: \$75,000

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

Approved in current budget

Description of funding source:

User Rates

Recommendation (Include any conditions):

Staff recommends approval of the grant services agreement with Utah State University.



UTAH STATE UNIVERSITY
SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is dated as of 08/15/2024 ("Effective Date") and is between Utah State University, a State-owned Educational Institution, having an office at 1415 Old Main Hill, Logan, Utah 84322 ("USU") and the following Client:

Name:	City of St. George		
Address:	175 E. 200 No., St. George, UT 84770		
Phone:	435-627-4850	Email:	Scott.taylor@sgcity.org
Contact Person (if Client is a company):	Scott Taylor		

USU Department Contact:

Name:	Rachel E. Stenta		
Address:	Sponsored Programs Office, 1415 Old Main Hill, Logan, UT 84322		
Phone:	435-797-2070	Email:	Rachel.stenta@usu.edu

USU and Client each may be referred to herein as a "Party" or collectively as the "Parties." In consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** The term of this Agreement is from the Effective Date to 06/30/2026 ("Term"), unless sooner terminated or extended in accordance with the terms of this Agreement.
2. **Services.** Subject to the terms and conditions of this Agreement, USU agrees to provide to the Client the services set forth in Appendix A, which is hereby incorporated by reference in its entirety and made part of the Agreement.
3. **Payments.** Client agrees to pay USU for the Services in keeping with the fee schedule set forth in Appendix A. All payments, unless otherwise set forth herein, shall be due within thirty (30) days after Client's receipt of an invoice. Past due invoices will be charged a 15% late fee. Payment(s) shall be payable to "Utah State University" and delivered to:

LB 410027
Utah State University
PO Box 35146
Seattle, WA 98124-5146

Client represents and warrants that the funds used to pay for the Services are not associated with any federal or state grant or from any foreign government.

4. **Termination.**

4.1. **Termination for Cause.** If a Party is in material breach to this Agreement, then the non-breaching Party may terminate this Agreement by giving written notice to the breaching Party. Termination will be effective upon the breaching Party's receipt of such notice. The breaching Party shall pay all costs and expenses, including reasonable attorney(s), fees incurred by the other Party in enforcing its rights arising under this Agreement, whether incurred through legal action or otherwise. In the event of termination, any amount paid by Client to USU will not be refunded, except as provided herein.

4.2. **Force Majeure.** If by reason of fire, action of the elements, catastrophe, or similar other cause, the Services cannot be provided by USU, then (a) each Party does hereby release the other from



any and all claims, demands, agreements, and liabilities whatsoever that each may have had; and (b) USU shall refund to Client any payments made by Client to USU, less costs reasonably incurred by USU in anticipation of the Services being provided.

4.3. **Expiration.** This Agreement will expire upon Client's payment of the final invoice.

5. **Publicity.** Each Party agrees not to authorize or commission the publication of any promotional materials containing any reference to the other Party without the prior written approval of the other Party; provided that USU may include Client's name and Services title in published listings of research. The provisions of this Section shall survive termination of the Agreement.

6. **Publication.** As a research institution, a primary objective of USU is the generation of new knowledge and its expeditious dissemination for the public's benefit while also maintaining appropriate intellectual property and confidentiality protections. The Parties agree to cooperate in meeting this objective. For example, the Parties agree to cooperate to allow employees and students who participate in the provision of the Services to publish degree theses and other scholarly articles or documents that reference or refer to the Services or data collected during the course of providing the Services. Prior to submission for publication, a USU will provide the Client with a copy of the manuscript for review to (a) ascertain whether confidential information would be disclosed by the publication; (b) identify potentially patentable technology so that appropriate steps may be taken to protect the technology; and (c) confirm that the privacy rights of individuals are adequately protected. USU will consider in good faith any comments received from Client within thirty (30) days of sending the manuscript to the Client and make adjustments as necessary.

7. **Intellectual Property.** Unless otherwise specifically set forth in this Agreement, USU and Client shall each retain all right, title, and interest in each party's respective Intellectual Property (as defined below) that is (i) developed prior to the Effective Date or (ii) developed by said party's personnel during the course of providing the Services. "Intellectual Property" or ("IP") shall include, without limitation, any inventions, improvements, and discoveries including, all computer software, works, material, and data, whether or not protectable by patent, trade secret, or copyright.

8. **Warranty Disclaimer.** USU disclaims any and all express or implied warranties with respect to the Services, including any associated with Intellectual Property and/or the results or deliverables, including, but not limited to: their condition, their conformity to any representation or description, the existence of any latent or patent defects therein, their merchantability or fitness for a particular use or purpose, or their being free from infringement of any third-party rights. Any results/deliverables are delivered to Client "as is".

9. **Liability.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise. USU shall bear no liability for any claim, action, damage, or injury arising out of or related to Client's receipt of the Services or use of any of the results/deliverables or Intellectual Property developed in the performance of the Services. The cumulative liability of USU to Client for any claims, demands or actions arising out of or relating to this Agreement shall not exceed the total amount paid by Client to USU during the twelve (12) months immediately preceding any such claim,



demand, or action. USU shall not be liable for any business expense, machine down time, or loss of profits; any incidental, specific, special, exemplary, or consequential damages; or any claims or demands brought against Client or Client's customers. The above liability limitations shall survive termination of this Agreement

10. Miscellaneous

10.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

10.2. Compliance with the Law. Client agrees to comply with all applicable laws, regulations, and policies associated with the Event and Venue.

10.3. Government Records and Management Act. Client acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that Client believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

10.4. Governmental Immunity. Client further acknowledges that USU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by USU of any protections, rights, or defenses applicable to USU under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of Client or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

10.5. USU Insurance. USU carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require USU to carry different or additional insurance, and any obligations of USU contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to USU's negligent acts or omissions.

10.6. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Agreement.



10.7. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

10.8. No Third-Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

10.9. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

10.10. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

10.11. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

10.12. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

CLIENT

By: _____
Print Name: Rachel E. Stenta
Title: Grant & Contract Officer
Date: _____

By: _____
Print Name: Michele Randall
Title (if applicable): Mayor
Date: _____



EXHIBIT A – SERVICES AND FEES

See attached USU Extension Water Initiative Grant Proposal 2024

2024
Extension Water Initiative
Grants Program

Grant Title:

St. George Promotion of Landscape Water Conservation through Application of Utah State University WaterMAPS

Project Director:

Dr. Joanna Endter-Wada

Banner I D:

A00015825

Academic Title:

Professor

Department:

Environment and Society

E-mail Address:

joanna.endter-wada@usu.edu

Phone #:

797-2487

**Project Collaborators
and their department
or affiliation:
(if applicable)**

USU WaterMAPS and CWEL Team Members:

Christopher McGinty, Department of Wildland Resources

Christine Garrard, Department of Wildland Resources

Kelly Kopp, Director, Center for Water Efficient Landscaping

City of St. George, Utah:

Mayor Michele Randall

Scott Taylor, Water Services Director

Members of St. George Growing Water Smart Team

Project Duration:

☐ 12 months

☐ 18 months

☒ 24 months

Funds Requested:

\$ 74,995.00

Total Value of Match:

\$ 74,995.00

Total Cost for Project:

\$ 149,990.00

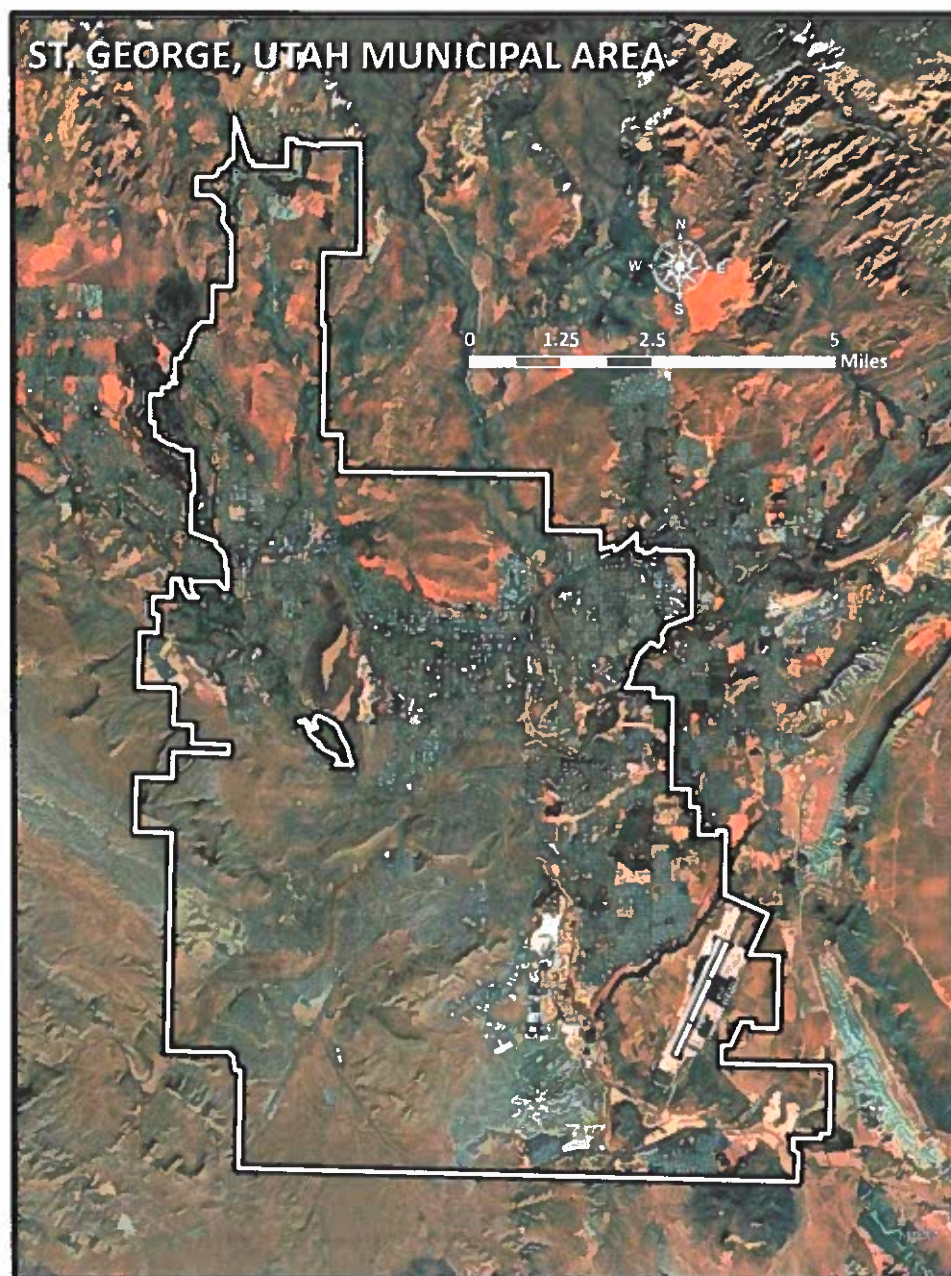
Source of Matching Funds:

City of St. George, Utah


Project Director Signature


Department Head Signature

**St. George Promotion of Landscape Water Conservation
through Application of Utah State University WaterMAPS™**



USU Extension Water Initiative Grant Proposal 2024
USU WaterMAPS™/CWEL Team and St. George, Utah



WaterMAPS™
Water Management Analysis
and Planning Software



EXTENSION 
UtahStateUniversity.

Project Narrative

Project Overview and Purposes

Overview: This proposed project utilizes the Utah State University (USU) WaterMAPS™ software to support St. George, Utah, in assessing conservation potential of municipal water use on outdoor or landscaped areas of residential properties and in achieving city and regional water efficiency standards. In light of growing populations and extended periods of drought, Utah communities strive to implement and maintain water conservation efforts that will help sustain a reliable and resilient water supply. St. George has implemented several plans and programs to address water use, water conservation, and community education to reduce water consumption and encourage long-term conservation behaviors. This proposed project will support St. George's efforts to advance water conservation throughout its service area to meet the goals outlined in recent conservation plans. The project has statewide implications because of St. George's rapid growth, stated water conservation goals, and forward-looking water-saving efforts. St. George is actively engaged and enthusiastic in applying the USU WaterMAPS™ application to aid their long-term conservation goals.

Purposes: Over the two-year project, the USU team and St. George propose the following:

- 1) develop the required high-resolution land cover model and complete necessary accuracy edits;
- 2) work with St. George Public Utilities to acquire, process, and evaluate residential water meter data;
- 3) develop methods to differentiate between indoor and outdoor water use in St. George climate;
- 4) compile datasets and run the USU WaterMAPS™ application on residential properties;
- 5) conduct an initial analysis of water use and WaterMAPS™-generated data; and,
- 6) work with St. George to identify the most concise way to distribute custom WaterMAPS™ reports to St. George residential water users and the most effective way to direct other conservation programs, such as Water Checks, to specific locations.

Products: This project will produce:

- 1) a high-resolution land cover map using the most up-to-date and readily available remotely sensed (which will be jointly owned by USU and St. George);
- 2) analysis of landscape water use patterns through generation of WaterMAPS™ results which will be
 - a) explained and interpreted through a written research report, and
 - b) displayed on a conservation manager viewer application;
- 3) a beta version of WaterMAPS™ residential user reports customized for St. George and recommendations on a plan for distributing those reports to water users within the St. George municipal area.

Project Personnel

Utah State University WaterMAPS™ and CWEL:

- Dr. Joanna Endter-Wada, Professor and Lead (PI)
- Chris McGinty, Assist. Director RS/GIS Lab (co-PI)
- Chris Garrard, Programmer/Analyst II
- Ellie Leydsman McGinty, Contractor (Land cover)
- Dr. Kelly Kopp, Professor and CWEL Director (co-PI)
- Ben Scow, USU Extension, St. George

St. George City, Utah:

- Mayor Michele Randall
- Scott Taylor, Water Resources Director
- Other members of St. George Team for Growing Water Smart in Southwest Utah

Project Justification

Landscape irrigation is Utah's largest consumptive use of water in the urban residential sector. Utah communities are working to inform and encourage residents regarding the importance and need for landscape water conservation. In St. George City, Utah, residential connections comprise approximately 90% of its around 34,000 connections. Promoting high efficiency standards in newly developing areas and greater conservation in existing developed areas is the key to guiding the city toward more water neutral growth to adjust to increasingly limited supplies.

Urban water conservation is an urgent priority in Utah due to extreme and extended drought affecting the state's streams, lakes, reservoirs, and major water supply sources from interstate rivers ([Utah Climate Center](#)) and to continued high rates of population and economic growth in the state ([The New Utah, Kem Gardner Center 2023](#)). The Great Salt Lake level reached a historic low in 2021 due to reductions in historic inflows and the mounting effects of climate change, leading to multiple ecological and societal risks ([Great Salt Lake Strike Team, 2023 and 2024](#)). Similarly, due to use and drought, Lake Powell reached its lowest mark in April 2022, nearly 185 feet lower than its high mark in 1980. Drought emergency declarations and water shortages in the Colorado River Basin have increased the need to conserve water in the face of upcoming renegotiations over operational and allocation agreements among the basin states ([USU Center for Colorado River Studies](#)). Water conservation is high on Utah's current public policy agenda ([Utah's Coordinated Action Plan for Water 2022](#)), with Governor Cox and the state legislature calling on all Utahns to increase their conservation efforts, the Utah Legislature taking legislative and fiscal action, and state agencies and water providers seeking to advance water conservation planning, implementation, and practices.

Universities have a critical role to play in Utah's water conservation efforts. Water Management Analysis and Planning Software, or [WaterMAPS™](#), is a custom software application developed at Utah State University to provide technical assistance to water suppliers to support urban water demand management, conservation programming, and water planning and policy decisions. The WaterMAPS™ program integrates water meter data, property records, weather data, and detailed land cover data and also includes an analytic buffering routine to include parking strips. It produces site-specific Landscape Irrigation Ratios (LIRs) (Figure 1) which compare landscape water use to landscape water need. LIRs represent an efficiency standard; values at or below 1 suggest efficient water use, and increasing ratio values suggest where conservation savings can be realized. An associated Water Conservation Manager Viewing Application allows mapping and viewing of the LIRs across an entire service and individual inspection of properties and their water use history (Figure 2).

Through mapping and other analytic functions, WaterMAPS™ helps water managers identify locations with the "capacity to conserve" water applied to urban landscapes; understand larger-scale patterns of landscape water use and conservation potential for future planning; and produce customer information summarizing and interpreting the appropriateness of landscape water use to aid people in their conservation efforts. WaterMAPS™ results analyzed over time reveal spatial and temporal patterns of LIRs and how they change, signaling improvements in conservation or identifying areas where conservation and programming may need to be enhanced.

USU's Extension Water Initiative Grants (EWIG) have funded previous WaterMAPS™ initiatives, which have supported the Salt Lake City Department of Public Utilities, Eagle Mountain City, and a large institutional partner (see Technical Research Reports section of the PD's Biosketch). This project

proposes that USU EWIG support the USU WaterMAPS™ application to address critical water conservation needs in the rapidly growing Southwestern Utah community of St. George.

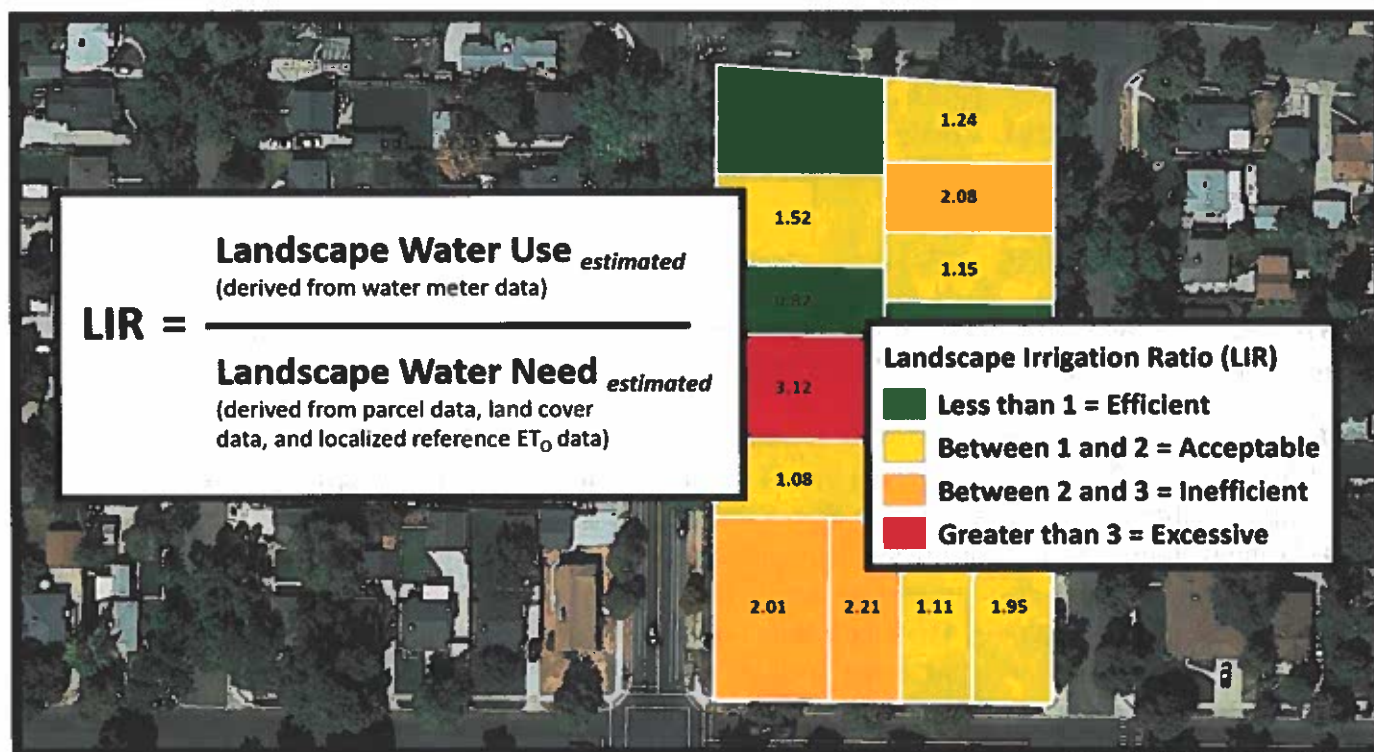


Figure 1: Illustration of the results of WaterMAPS™ analysis showing parcel-scale landscape irrigation ratios (LIRs)

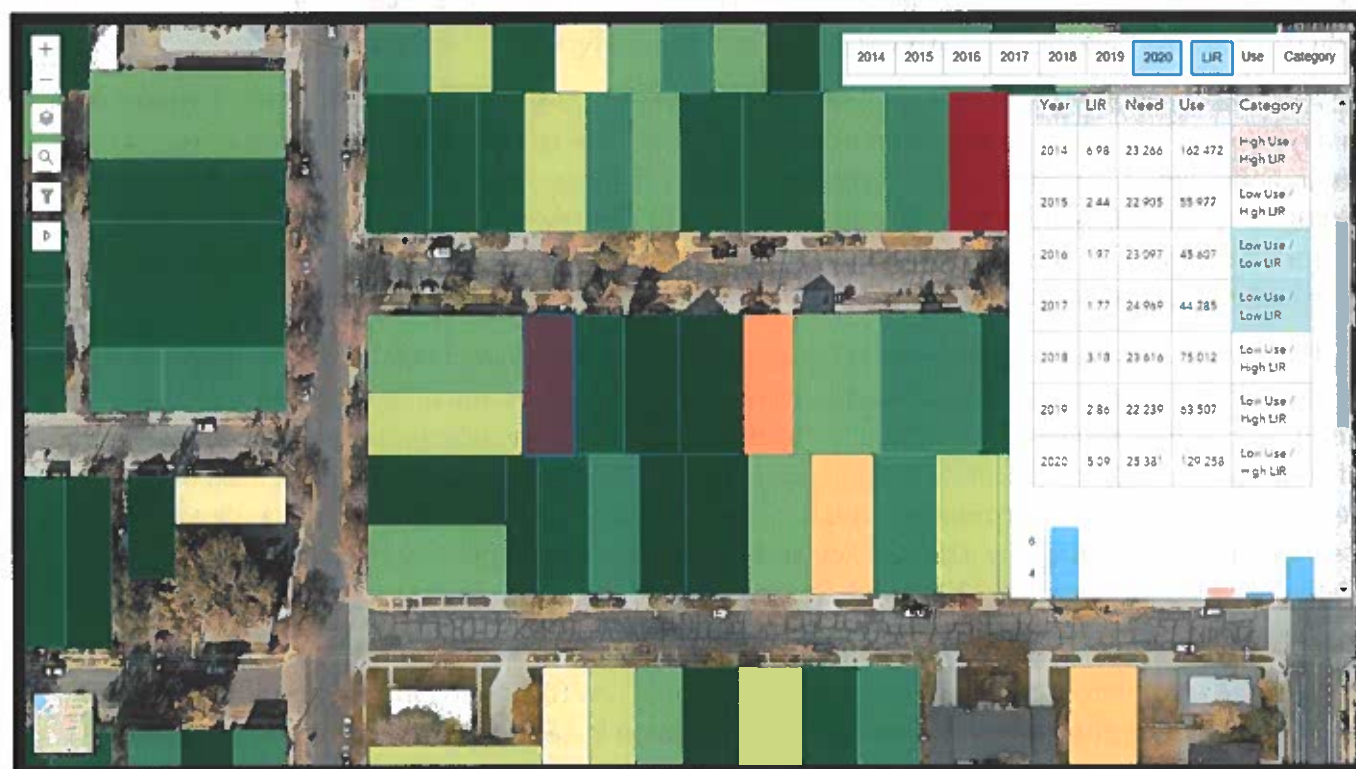


Figure 2: Example Screenshot of Conservation Manager Viewing Application developed for Salt Lake City

This proposed project capitalizes on existing expertise and application of the USU WaterMAPS™ software from other areas of Utah but specifically supports St. George, Utah, in its water conservation needs. A team from St. George recently participated in the [Southwestern Utah Growing Water Smart Workshop](#) held in Cedar City, Utah on January 8-10. This workshop was funded by a USU EWIG last year. The St. George team identified application of WaterMAPS™ as a tool to explore in its Action Plan. Becoming more aggressive on water conservation is a key objective of Washington County Water Conservancy District's new July 2023 [20 Year Plan to Secure New Water Supplies for Washington County, Utah](#) and its October 2023 [Water Efficiency Standards](#).

Scope of Work and Project Tasks

This project's overall scope of work entails seven key steps and deliverables to support the overall application and use of the USU WaterMAPS™ water conservation application.

Task 1: *Developing a high-resolution land cover model and accompanying model review and edits.* The USU WaterMAPS™ team, supported by the Quinney College of Natural Resources Remote Sensing/GIS Laboratory, will develop a high-resolution land cover map for the St. George municipal area. Using well-established methods and quality assurances, the RS/GIS Lab will utilize high-resolution National Agriculture Imagery Program (NAIP) four-band (red, green, blue, near infrared) aerial photography, available LiDAR (Light Detection And Ranging) data, Utah Water Related Land Use data, transportation networks, and other ancillary data to employ a proven object-based image analysis land cover mapping approach. This process will result in a high-resolution, high-accuracy parcel-scale landcover map.

Task 2: *St. George water meter data acquisition, exploration, and processing.* Through a partnership with St. George City, USU will acquire the necessary parcel/property-level water meter data. These data will be processed and formatted for input into the WaterMAPS™ software application.

Task 3: *Seasonal water use differentiation.* The USU WaterMAPS™ team will work with St. George City to develop a seasonal water use differentiation metric to distinguish indoor from outdoor water use. Discussions with St. George have indicated that there is a lull in outdoor water use from November through February. This lull in use will potentially help to identify outdoor water use in contrast to indoor water use – a key component of the Landscape Irrigation Ratio. Some residential customers have AMI meters, data from which could also help differentiate indoor and outdoor use.

Task 4: *Initial Landscape Irrigation Ratio Development.* The USU WaterMAPS™ team will use the high-resolution land cover data, parcel data, the water meter data, seasonal differentiation, and plant factor values (the amount of water needed by different types of vegetation to remain healthy in adverse conditions), and calculate an initial run of LIRs. This information will be presented to St. George City for review and comment. This process will also yield early program data and result assessments, highlighting any issues or key areas of interest that should be evaluated by the WaterMAPS™ team in collaboration with St. George City.

Task 5: *WaterMAPS™ result analysis and planning for public report distribution.* Using established models, the USU WaterMAPS™ will work with St. George City to identify optimal methods of educational report distribution. Similar to implementation in Salt Lake City, this report distribution will most likely be tied to the city online bill distribution system with security in place to ensure each

unique report is only available to the property owner or the individual paying for utilities (water) on the evaluated parcel.

Project Timeline

The proposed project will last 24 months from the date of the award.

Anticipated Project Impacts

We anticipate this project will provide St. George City with valuable information to more fully determine the conservation potential of landscape water savings and to implement programming that will promote and realize these savings in the future. In practical terms, the analysis will inform decisions regarding locations for AMI installations, evaluation of St. George's tiered-rate structure, and focus future participant survey efforts. The project is designed to take St. George to the next level in water conservation by directing programs where they are most needed, illustrating how cities can go beyond capturing the easiest conservation savings and continue to move forward. The investigation results enable St. George to determine dependability of landscape water savings as a future form of water supply in order to: increase water management flexibility to balance water supplies with growing demand; and, make SLCDPU's water supply more resilient to climate change impacts. Landscape water conservation offers the greatest potential for stretching limited water supplies, and this project will make important contributions to conservation science and practice.

Project Outcomes

St. George's water conservation programs will be enhanced by having a WaterMAPS™ analysis for its residential sector and a conservation manager viewing application. The project will also facilitate public education and engagement around how to water landscapes to meet plant water need, thereby preserving the amenities landscapes provide while also saving water.

Project Deliverables

- 1) a high-resolution land cover map using the most up-to-date and readily available remotely sensed (which will be jointly owned by USU and St. George);
- 2) analysis of landscape water use patterns through generation of WaterMAPS™ results which will be
 - a) explained and interpreted through a written research report, and
 - b) displayed on a conservation manager viewer application;
- 3) a beta version of WaterMAPS™ residential user reports customized for St. George and recommendations on a plan for distributing those reports to water users within the St. George municipal area.

Integration of Project into Extension Programming and Tools

Activities conducted through this project will provide valuable data that will augment the impact of CWEL and USU Extension in the state. CWEL's work is based upon an interdisciplinary approach to promoting urban landscape water use efficiency. Two of its signature programs, the Water Check Program and the WaterMAPS™ Program, will be enhanced and made more effective through this project. The Water Check Program will have actionable information to use in delivery of water checks to high-capacity-to-serve locations. The WaterMAPS™ Program will have applied its software innovations in another city and region of the state.

Budget

USU Extension Water Initiative Grant Program 2024 BUDGET SUMMARY			
St. George Promotion of Landscape Water Conservation through application of Utah State University WaterMAPS			v1 10.23
Salaries	Request	Match	Total
Graduate student stipends (tuition is not an allowable expense)			\$0.00
Fringe benefits (0.8%)	\$0.00	\$0.00	\$0.00
Graduate student health insurance (\$161.67/month/student)			\$0.00
Undergraduate student and payroll support	\$15,000.00	\$15,000.00	\$30,000.00
Fringe benefits (8.3%)	\$1,245.00	\$1,245.00	\$2,490.00
Technical or personnel (contract salary) support	\$37,500.00	\$37,500.00	\$75,000.00
Fringe benefits (46.0%)	\$17,250.00	\$17,250.00	\$34,500.00
			\$0.00
Subtotal for Salaries and Benefits	\$70,995.00	\$70,995.00	\$141,990.00
In-state Travel	\$1,500.00	\$1,500.00	\$3,000.00
Materials/Supplies			\$0.00
Equipment	\$2,500.00	\$2,500.00	\$5,000.00
Other			\$0.00
Subtotal	\$4,000.00	\$4,000.00	\$8,000.00
TOTAL BUDGET	\$74,995.00	\$74,995.00	\$149,990.00

Budget Narrative

St. George City has agreed to a 1:1 match for this project (see attached letter from Mayor Michele Randall). The narrative below represents only the USU EWIG contribution. The USU WaterMAPS™ requests a total of \$74,995 to support this project.

Salaries

The project requests \$15,000 in undergraduate student payroll support. Students will review and edit all land cover data to ensure greater accuracy beyond the computer-generated output. The team is pleased to provide undergraduate students with learning and skill development opportunities.

The project requests \$37,500 for technical and personnel salary support. This funding will support USU WaterMAPS™ senior team salary to handle land cover model development, oversight of undergraduate technicians, interactions with St. George City, evaluation and processing of water meter data, and the overall development of all WaterMAPS™ analysis, management, communication, and reporting.

Fringe Benefits

The project requests \$1,245 in undergraduate student fringe benefit support. This reflects the USU rate of 8.3% of the requested undergraduate student payroll support.

The project requests \$17,250 in technical and senior personnel fringe benefit support. This reflects the USU rate of 46.0% of the requested technical or personnel salary support.

Travel

Using the State of Utah and Utah State University per diem and travel rates, the USU WaterMAPS™ requests \$1,500 in in-state travel funding. This funding will allow the USU WaterMAPS™ the opportunity to travel to St. George, Utah, to discuss the St. George WaterMAPS™ implementation as well as the opportunity to address issues and questions or formulate plans for active application and dissemination of the WaterMAPS™ results.

Equipment

We have budgeted \$2,500 for equipment and software licenses.



February 8, 2024

Dr. Joana Endter-Wada
Utah State University
5215 Old Main Hill
Logan, UT 84322-5215

RE: WaterMAPS Project for the City of St. George

Dear Ms. Endter-Wada,

The City of St. George is excited to work with Utah State University's WaterMAPS team in developing a WaterMAPS analytic and public information program to assist the City and its residents in better understanding patterns of landscape water use and landscape water need. The information and data derived from the WaterMAPS program will assist us in our water conservation efforts by effectively guiding our conservation programming and water planning.

We understand the cost of the WaterMAPS project to be \$150,000. We also understand that there is a grant opportunity that could cover \$75,000 of the project cost. The City of St. George is interested in initiating the WaterMAPS project and is committed to participate in the project with matching funds up to \$75,000 for the WaterMAPS project.

Thank you for the opportunity to participate in the WaterMAPS project and enhance our water conservation efforts. We look forward to hearing from you should the WaterMAPS grant and project be approved.

Sincerely,

Michele Randall, Mayor
City of St. George

CITY OF ST. GEORGE

JOANNA ENDTER-WADA

Professor of Natural Resource and Environmental Policy
Department of Environment and Society, Quinney College of Natural Resources
5215 Old Main Hill, Utah State University, Logan, Utah 84322-5215
Joanna.Endter-Wada@usu.edu (email) ~ 435-797-2487 (Office) ~ 435-797-4048 (FAX)
Website: https://qcnr.usu.edu/directory/endter-wada_joanna

EDUCATION

- Ph.D. Program in Comparative Culture, School of Social Sciences, University of California at Irvine, 1987
(Emphasis Areas: political economy; cultural anthropology; rural sociology; U.S. History)
- M.A. Program in Comparative Culture, School of Social Sciences, University of California at Irvine, 1979
- B.A. Comparative Culture and Mathematics, University of California, Irvine, 1977 (*summa cum laude*)

CURRENT PROFESSIONAL POSITIONS

- Faculty Member and Program Director, Utah State University, 1991-present
- Director, National Environmental Policy Act Graduate Certificate Program (2002-present)
- Professor (2015-) and Associate Professor (2002-2014), Dept. of Environment & Society
- Adjunct Professor, Department of Watershed Sciences (2002-present)
- Faculty Researcher, Center for Water Efficient Landscaping (2000-present)
- Affiliated Faculty Member, Ecology Center (2008-present)

AREAS OF EXPERTISE

- Water Policy: land and water integration; urban landscape water use efficiency and conservation; human dimensions of drought management and climate change; wetland policy and management
- Natural Resource and Environmental Policy: public land and common property resources; National Environmental Policy Act (NEPA)
- Human Dimensions of Ecosystem Science and Management: interdisciplinary perspectives on human-environment linkages; human ecology and human hydrology

PROFESSIONAL ACTIVITIES AND AFFILIATIONS

Editorial Boards of Peer-Reviewed Journals (last five years)

- Associate Editor (Water Policy & Planning), *Journal of American Water Resources Association*, 2016-
- Guest Associate Editor, Featured Collection and Series on "Connecting Land and Water for Healthy Communities," *Journal of the American Water Resources Association*

Appointed Positions on External Committees and Boards (last five years)

- Member, Water Strategy Advisory Team, State of Utah, 2013-2017

Professional Affiliations

- American Water Resources Association (AWRA)
- Environmental Law Institute (ELI)
- National Association of Environmental Professionals (NAEP)

PROFESSIONAL AWARDS AND HONORS

- 2018 Award for Outstanding Service in the Academic Sector, Utah Section of the American Water Resources Association
- 2016 AWRA Boggess Award, Best Paper of 2015 in the *Journal of the American Water Resources Association* (awarded at the Annual AWRA Conference, Orlando, FL, Nov. 16, 2016)
- 2014 Western Extension Directors Association Award of Excellence for faculty team of the Center for Water Efficient Landscaping (awarded at WEDA Annual Meeting, Lake Tahoe, CA)

- 2012 ESRI Award for Best Scientific Paper in Geographic Information Systems (awarded at Annual Conference of American Society for Photogrammetry and Remote Sensing, Sacramento, CA, 2012)
- 2009 Editors' Picks, Environment Magazine, May/June Issue
- 1997 Society of American Foresters Certificate of Appreciation
- 1996 Utah Forest Stewardship Achievement Award

MAJOR WATER CONSERVATION PROGRAM

WaterMAPS™ - Water Management Analysis and Planning Software (Program Lead)

WaterMAPS™ is a custom software application for promoting urban landscape water use efficiency. It was developed by a USU research team led by Dr. Joanna Endter-Wada. The software enables users to visualize and interpret the appropriateness of water use on managed urban landscapes. It was developed as an analytic, management, and public information tool for urban water systems. WaterMAPS™ helps urban water providers identify and monitor locations with the greatest capacity to conserve water used outdoors in order to more effectively direct and tailor landscape water conservation programs. The WaterMAPS™ team works with some of the largest water providers in Utah and has received several awards for excellence.

WEBSITE: <https://watermaps.usu.edu/>

SELECTED (RELEVANT) SCHOLARLY PRODUCTS

ARTICLES

- Endter-Wada, J., F. Sternlieb, L.W. Welsh, B.C. Suedel, M. Madeley, E. Boling, M.D. Smith, L. Corcelli, J.K. King. 2022. Transforming Institutions to Connect Land and Water for Healthy Communities. *Journal of the American Water Resources Association* 58(3):388-410. <https://doi.org/10.1111/1752-1688.13030>
- Endter-Wada, J. L., Sternlieb, F., Church, S. P., & Stoker, P. 2022. Featured Collection Introduction: "Connecting Land and Water for Healthy Communities." *Journal of the American Water Resources Association*, 58(3):313-318. <https://doi.org/10.1111/1752-1688.13042>
- Blanchette, A., T.L.E. Trammell, D.E. Pataki, J. Endter-Wada, and M.L. Avolio. 2021. Plant Biodiversity in residential yards is influenced by people's preferences for variety but limited by their income. *Landscape and Urban Planning* 214, 104149. <https://doi.org/10.1016/j.landurbplan.2021.104149>
- Carney, C.P., J. Endter-Wada, and L.W. Welsh. 2021. The Accumulating Interest in Water Banks: Their Role in Mitigating Water Insecurities. *Journal of the American Water Resources Association* 57(4):552-571. <https://doi.org/10.1111/1752-1688.12940>
- Endter-Wada, J., K.M. Kettenring, and A. Sutton-Grier. 2020. Protecting wetlands for people: Strategic policy action can help wetlands mitigate risks and enhance resilience. *Environmental Science and Policy* 108:37-44. <https://doi.org/10.1016/j.envsci.2020.01.016>
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Agenda Date: 10/03/2024

Agenda Item Number: 3f

Subject:

Consider approval of a City Attorney employment agreement.

Item at-a-glance:

Staff Contact: Jami Brackin

Applicant Name: n/a

Reference Number: n/a

Address/Location:

n/a

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

It is anticipated that Ryan Dooley will be appointed as the City Attorney on October 3, 2024. The agreement mirrors those of other department heads.

Staff Narrative (need/purpose):

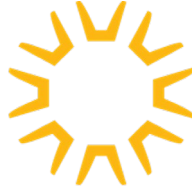
The City has adopted employment agreements for all appointed department heads within the City organization. This agreement will be effective upon the appointment of the City Attorney and ratification of the appointment and approval of the agreement.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Recommend approval



CITY OF ST. GEORGE

EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into this 3rd day of October, 2024, by and between **CITY OF ST. GEORGE**, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as “City”), whose address is 175 East 200 North, St. George Utah 84770, and **RYAN N. DOOLEY** (hereinafter referred to as “Employee”), whose address is 672 Sweet Spring Drive, Santa Clara, Utah 84765. City and Employee may be referred to herein as a “Party” or jointly as “Parties”.

RECITALS

- A. Employee has been serving as the City’s Interim City Attorney since April 4, 2024.
- B. City has determined that maintaining Employee in the position of City Attorney is in the best interest of the City.
- C. Utah Code §10-3-1105 allows the City to enter into an employment agreement with Employee to fully set forth the terms and conditions of employment.
- E. City desires to formalize through this Agreement, the appointment and services of Employee.
- F. Through this Agreement the City desires to:
 - 1. Establish certain conditions of employment;
 - 2. Set working conditions;
 - 3. Secure and retain the services of Employee and to provide inducement for him to remain in such employment;
 - 4. Make possible full work productivity by assuring peace of mind on the part of Employee; and
 - 5. Provide a just means for compensation Employee’s service.

NOW, THEREFORE, in consideration of the mutual covenants herein contained:

Section 1: POWERS AND DUTIES

The City hereby agrees to employ Employee as the City Attorney for St. George City to exercise powers and perform the duties specified in the job description attached hereto as **Exhibit A**, and to perform other legally permissible and proper duties as the City may from time to time assign

not inconsistent with, or in conflict with, the provisions of this Agreement, City Code, or state or federal law.

Section 2: TERM

- 2.1 The term of this Agreement shall be for a period of not more than thirty (30) months from April 4, 2024 until no later than July 4, 2026.
- 2.2 Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. The term “employed” however, shall not be construed to include occasional teaching, writing, speaking, consulting performed on the Employee’s time off even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City. *De Minimis* use of City’s equipment (such as laptop computer or phone) for such purposes is hereby authorized.

Section 3: TERMINATION AND SEVERANCE PAY

- 3.1 In the event the appointment is terminated without cause under this Agreement, the Employee shall receive a severance package which is equal to the value of six-months gross salary and benefits.
- 3.2 In the event Employee’s appointment is terminated with cause, which is defined for purposes of this Agreement as: conviction of a felony offense, malfeasance in office, misfeasance in office, substantial violation of the City’s Personnel Policies, or inability to perform the essential functions of the job, then the City shall have no obligation to provide compensation as provided in section 3.1 above.
- 3.3 In the event Employee voluntarily resigns as the City Attorney, the City will be under no obligation to continue to compensate Employee after the date of resignation except for items to which Employee may be legally entitled.
- 3.4 Failure to renew this Agreement for any additional term shall not trigger any additional compensation, severance, or employment, except as set forth in section 3.5 below. If the City intends not to renew this Agreement, the City shall make every effort to provide thirty (30) days’ notice to the Employee of the City’s intention not to renew.
- 3.5 If Employee served in a merit position with the City prior to appointment as the City Attorney, and this Agreement is not renewed as set forth in section 3.4 above, the employee may be placed back into a merit position (if available) for which the Employee is qualified. The City is not obligated to create a position for the Employee. The Employee shall be compensated based upon the range for the merit position.

Section 4: **COMPENSATION & SALARY**

- 4.1 Employee's salary effective upon execution of this Agreement shall be \$182,009.00 per year.
- 4.2 Employee shall be eligible for all market rate, COLA, or merit increases available to other employees of the City.
- 4.2 Employee shall be paid in bi-weekly installments at the same time as other employees of the City are paid.

Section 5: **DISABILITY**

In the event Employee is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity, or health for a period of three (3) successive months, the City shall have the option to terminate this Agreement for cause.

Section 6: **BENEFITS**

- 6.1 Employee shall maintain all City health and dental benefits currently provided.
- 6.2 Employee shall maintain all life, disability and other insurance benefits currently provided.
- 6.3 Employee shall accrue paid time off at the rate of 10.15 hours per pay period (264 hours or 33 days per year). Said accrual shall commence from the time of his interim appointment on April 4, 2024. One half of paid time off may be carried over year to year up to a maximum of 336 total hours.
- 6.4 City shall continue contributions into the Utah Retirement System for Employee as required.
- 6.5 Employee shall receive an automobile allowance of \$184.72 per pay period as well as the use of a City purchased cell phone or telephone reimbursement payments for a personal phone.
- 6.6 Employee shall be eligible for all other benefits offered to other employees of the City.

Section 7: **HOURS OF WORK**

Employee shall be required to provide a minimum of 40 hours of work per week to the City. It is recognized that Employee must devote a great deal of their time outside normal office hours to business of the City, and to that end Employee will be allowed to flex his scheduled time as he shall deem appropriate but shall generally be available during normal business hours of the City.

Section 8: **PROFESSIONAL DEVELOPMENT**

- 8.1 The City will provide sufficient funds through the budgeting process resources, as it deems appropriate, for Employee to attend seminars, short courses, professional association meetings, and similar functions for his continued professional development and for the good of the City. City agrees to pay for Employee to attend national and local conferences including Conferences sponsored by the Utah League of Cities and Towns, and any other conference/training the City determines Employee should attend as the City Attorney.
- 8.2 City will provide through the budget process, resources as it deems appropriate for Employee to maintain professional association memberships that are held by Employee and any civic club memberships where Employee participates.

Section 9: **INDEMNIFICATION**

- 9.1 City shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's official duties or resulting from the exercise of judgment or discretion in connection with the performance of those duties or responsibilities, unless the act or omission involved willful or wanton conduct (malfeasance). Employee may request, and the City shall not unreasonably refuse to provide, independent legal representation at City's expense. Legal representation provided by City for Employee shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, and court costs.
- 9.2 Employee recognizes that the City shall have the absolute right to settle any claims or lawsuits unless the settlement is of a personal nature to Employee, in which event Employee may exercise his veto over the settlement. Further, City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee acting in their official capacity is a party, witness, or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending. Further, City agrees to pay Employee's reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to City regarding pending litigation.

Section 10: **BONDING**

City shall bear the full costs of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 11: GENERAL PROVISIONS

- 11.1 This Agreement sets forth and establishes the entire understanding between the City and Employee relating to the appointment of Employee as City Attorney by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. The Parties by mutual written agreement may amend any provision of the Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- 11.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- 11.3 If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

Section 12: NO REDUCTION OF BENEFITS

The City shall not at any time during the term of the Agreement reduce the salary, compensation, or other financial benefits of Employee, unless such reduction is applicable to all employees of the City.

Section 13: NOTICES

Notices pursuant to the Agreement shall be given by U.S. Postal Service, personal delivery, or electronic delivery addressed as follows:

CITY: St. George City Mayor
175 East 200 North
St. George, Utah 84770
Email: mayor@sgcity.org

EMPLOYEE: Ryan N. Dooley
672 Sweet Spring Drive
Santa Clara, Utah 84775
Email: ryan.dooley@sgcity.org

Alternatively, notices required pursuant to this Agreement may be emailed through City email addresses, or personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the sent email, personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed by the Mayor as chair of the City Council, and duly attested by its City Recorder, and Employee has signed and executed this Agreement the day and year first above written.

[Signatures to follow]

CITY OF ST. GEORGE

Michele Randall, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:
St. George City Attorney

By: _____
Jami R. Brackin,
Deputy City Attorney

EMPLOYEE

Ryan N. Dooley



Agenda Date: 10/03/2024

Agenda Item Number: 04

Subject:

Public hearing and consideration of Ordinance No. 2024-058 vacating an existing municipal utility easement located on the common lot line of Lots 1804 and 1805, Stone Cliff Phase 18.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Chanse Snow, Civil Science

Reference Number: PLANLRE24-027

Address/Location:

Approximately 2900 Eat ST and 1490 South ST

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

Stone Cliff Phase 18 was approved by the Land Use Authority on the 24th day of June, 2024 and recorded in the Office of the Washington County Recorder on the 3rd day of July, 2024. The owner of Lots 1804 and 1805 would like to merge the two lots together into one lot in order to fit the designed dwelling.

Staff Narrative (need/purpose):

The owner of Lots 1804 and 1805 would like to merge the two lots together into one lot in order to fit the designed dwelling. JUC has reviewed the request and recommends approval.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

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

ORDINANCE NO. _____

Tax ID: SG-SCF-18-1804, SG-SCF-18-1805

**AN ORDINANCE VACATING A MUNICIPAL UTILITY EASEMENT
LOCATED IN CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**
(Located on the common lot line of Lots 1804 and 1805, Stone Cliff Phase 18)

WHEREAS, a petition was received by this Council requesting it to vacate an existing municipal utility easement, located on the common lot line of Lots 1804 and 1805, Stone Cliff Phase 18, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office as Doc. No. 20240021063, being more particularly describe and shown in Exhibit A and Exhibit B; and

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

WHEREAS, it appears that it will not be detrimental to the general municipal 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 _____, 2024. 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

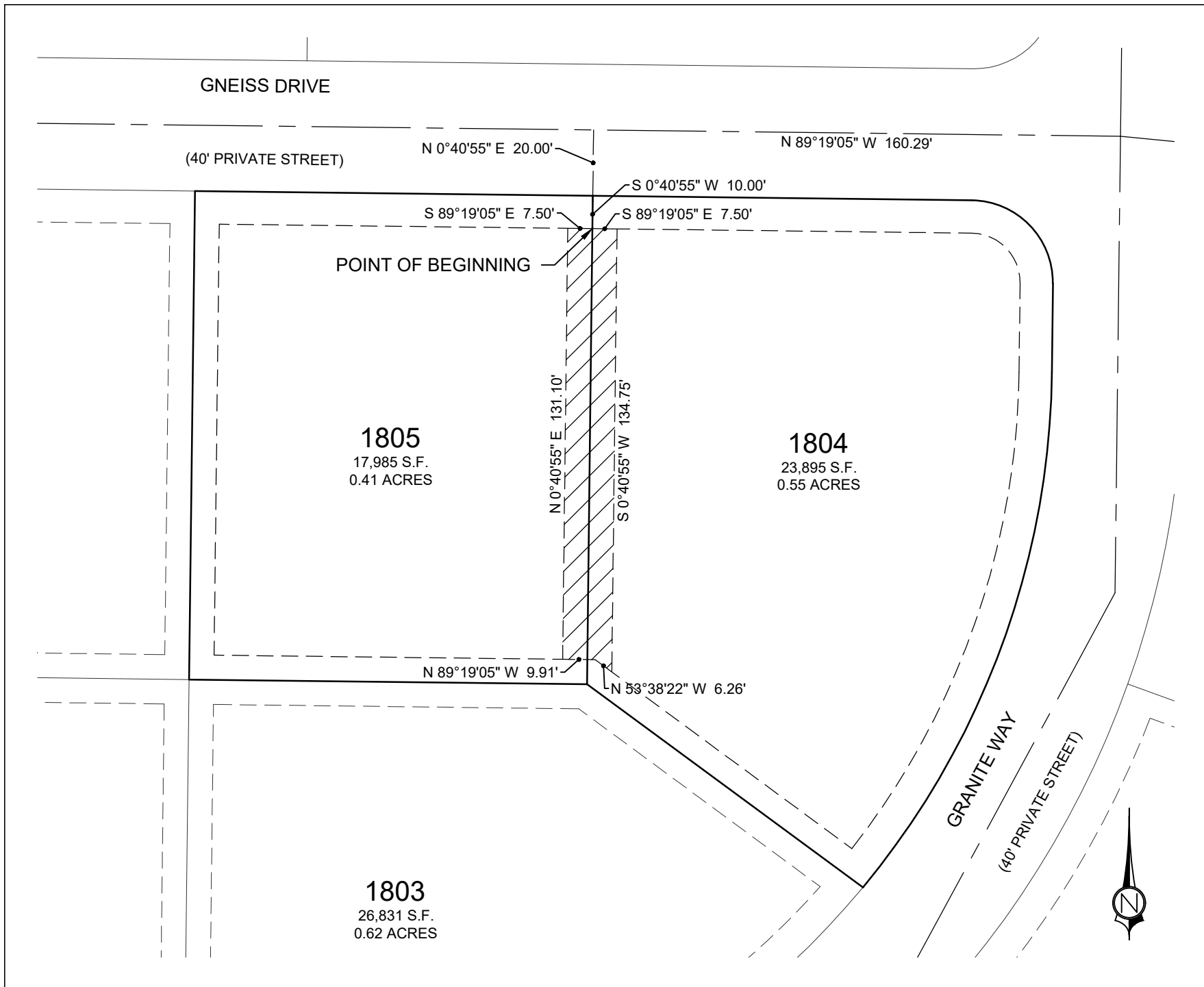
VOTING OF CITY COUNCIL:
Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____


Jami Brackin, Deputy City Attorney

EXHIBIT "A"
Municipal Utility Easement Vacation
LEGAL DESCRIPTION

BEGINNING AT A POINT S 0°40'55" W 7.50 FEET FROM THE NORTHWEST CORNER OF LOT 1804 OF STONE CLIFF PHASE 18 SUBDIVISION, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, POINT ALSO BEING S 89°21'05" E 1850.97 FEET ALONG THE SOUTH LINE OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND N 0°40'55" E 419.03 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, AND RUNNING THENCE S 89°19'05" E 7.50 FEET; THENCE S 0°40'55" W 134.75 FEET; THENCE N 53°38'22" W 6.26 FEET; THENCE N 89°19'05" W 9.91 FEET; THENCE N 0°40'55" E 131.10 FEET; THENCE S 89°19'05" E 7.50 FEET, TO THE POINT OF BEGINNING.

TWS
20161.01



 1453 S. DIXIE DRIVE, SUITE 150 ST. GEORGE, UT 84770 435.986.0100	
EXHIBIT B	SG-SCF-18-1804 & SG-SCF-18-1805
FF20161.01	



Agenda Date: 10/03/2024

Agenda Item Number: 05

Subject:

Consider approval of Resolution No. 2024-029R entering an Interlocal Agreement with Washington County regarding the distribution of rap tax revenue in Washington County.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: Washington County

Reference Number: N/A

Address/Location:

111 E Tabernacle

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

The RAP tax is a voter approved 1/10 of a cent sales tax on certain purchases to fund recreational and cultural organizations and facilities. This interlocal agreement specifies how the funds collected are distributed by Washington County. The agreement will be the same as the original interlocal agreement that was approved in 2014. The new agreement will expire in December of 2035.

Staff Narrative (need/purpose):

RAP tax funds are used in Parks, Arts, and Recreation facilities across the City. The RAP funding is used to help fund Art Grants, new playgrounds, and many other recreation related facilities.

Name of Legal Dept approver: Ryan Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Approval

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF THE SECOND AMENDMENT AND RENEWAL OF THE
INTERLOCAL COOPERATION AGREEMENT REGARDING THE DISTRIBUTION
OF RAP TAX REVENUE IN WASHINGTON COUNTY, UTAH

WHEREAS, Through a Ballot Opinion Question included in the November 4, 2014 General Election, the voters of Washington County voiced their opinion on whether the County should impose a sales and use tax of one-tenth of one percent to fund recreational and cultural organizations and facilities (“RAP tax”) in accordance with Utah Code Section 59-12-701 et seq.; and

WHEREAS, the County and the municipalities located within the County entered into an Interlocal Agreement in 2014, which established the RAP Tax distribution formula between the County and municipalities; and

WHEREAS, an Opinion Question for the RAP Tax has been included on the Ballot of the Washington County General Election on November 5, 2024; and

WHEREAS, if the RAP Tax passes and is renewed for an additional 10 years, it is in the best interest of the residents of the City that the City enter into the Second Amendment to the Interlocal Agreement with the County and the distribution of funds described in this Agreement is fair to county residents and will ensure that the cities and county work together to improve recreation, arts, and parks throughout Washington County; and

WHEREAS, the purposes of this Second Amendment to the Interlocal Agreement is to (1) extend the term of the Current Agreement through December 31, 2035; and to (2) amend Paragraph 2 of the Current Agreement to add the following language: “Washington County shall retain 1.35% of RAP Tax collected to pay for the costs associated with administering the RAP Tax, as permitted by Utah Code Ann. § 59-12-7014(11).” The remaining 98.5% of the RAP Tax collected shall be distributed as established in the remainder of Sections 2 and 3 of the Current Agreement.

WHEREAS, The Parties are authorized under the Utah Interlocal Cooperation Act, Utah Code Section 11-13-215 (“Interlocal Act”), to enter into this Agreement regarding the sharing of tax revenue; and

NOW, THEREFORE, at a regular meeting of the St. George City Council, St. George, Utah, duly called, noticed, and held on the 3rd day of October, 2024 upon motion duly made and seconded, it is unanimously:

RESOLVED that the Second Amended Interlocal Agreement, a copy of which is attached hereto as Exhibit “A”, is hereby approved and adopted. A copy of the Second Amended Interlocal Agreement is on file in the Office of the St. George City Recorder.

VOTED UPON AND PASSED BY THE ST. GEORGE CITY COUNCIL,
WASHINGTON COUNTY, UTAH AT A REGULAR MEETING OF THE ST.
GEORGE CITY COUNCIL HELD ON THE 3RD DAY OF OCTOBER, 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, City Attorney

932.1

**SECOND AMENDMENT AND RENEWAL OF THE INTERLOCAL COOPERATION
AGREEMENT REGARDING THE DISTRIBUTION OF RAP TAX REVENUE IN
WASHINGTON COUNTY, UTAH**

This Second Amendment to Interlocal Cooperation Agreement Regarding the Distribution of RAP Tax Revenue (the "Amendment") is made and entered into by and between Washington County, a political subdivision of the State of Utah (the "County") and the City of St. George, a Utah municipal corporation ("St. George"), the City of Washington, a Utah municipal corporation ("Washington"), the City of Hurricane, a Utah municipal corporation ("Hurricane"), the City of Santa Clara, a Utah municipal corporation ("Santa Clara"), the City of Ivins, a Utah municipal corporation ("Ivins"), the City of Enterprise, a Utah municipal corporation ("Enterprise"), the City of Toquerville, a Utah municipal corporation ("Toquerville"), the City of LaVerkin, a Utah municipal corporation ("LaVerkin"), the City of Springdale, a Utah municipal corporation ("Springdale"), the Town of Leeds, a Utah municipal corporation ("Leeds"), the Town of Virgin, a Utah municipal corporation ("Virgin"), the Town of Rockville, a Utah municipal corporation ("Rockville"), the Town of Apple Valley, a Utah municipal corporation ("Apple Valley"), the Town of Hildale, a Utah municipal corporation ("Hildale"), and the Town of New Harmony, a Utah municipal corporation ("New Harmony"). The Cities and Towns will collectively be referred to as "Municipalities". Municipalities and County will collectively be referred to as "Parties".

The Purpose of this Amendment is to renew, extend, and otherwise amend the interlocal agreement previously entered into by the Parties regarding the RAP Tax. The Parties previously entered into the Interlocal Cooperation Agreements Regarding Rap Tax, which were subsequently amended and superseded by the First Amended Interlocal Cooperation Agreement Regarding the Distribution of RAP Tax Revenue in Washington County (the "Current Agreement"). This Amendment is effective as of September 17, 2024.

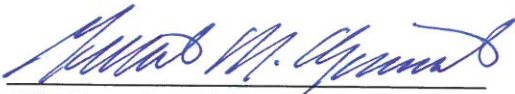
AGREEMENT

The Parties hereby amend the Current Agreement as follows:

1. **Renewal and Extension.** Subparagraphs 5(a) and 5(b) of the Current Agreement are amended to extend the term of the Current Agreement through December 31, 2035.
2. **Administrative Fee and Distribution of RAP Tax Revenue.** Paragraph 2 of the Current Agreement is amended to add the following sentence before the remainder of Paragraph 2: "Washington County shall retain 1.5% of Rap Tax collected to pay for the costs associated with administering the RAP Tax, as permitted by Utah Code Ann. § 59-12-704(11)." The remaining 98.5% of the Rap Tax collected shall be distributed as established in the remainder of Sections 2 and 3 of the Current Agreement.
3. **Unchanged Provisions.** The Parties hereby agree that except as otherwise specifically provided in this Amendment, all other provisions of the Current Agreement shall remain in full force and effect through the Term as established.

4. **RAP Election.** In the event the RAP Tax is not renewed in the November 2024 election, the Current Agreement will terminate as of December 31, 2025.

WASHINGTON COUNTY



Gil Almquist, Chair, Washington County Commission

9-17-24

Date

ATTEST:



Ryan Sullivan, County Clerk-Auditor

9/18/2024

Date

Approved as to form:



Devin Snow
Deputy Washington County Attorney

9/18/24

Date

CITY OF ST. GEORGE

Michelle Randall, Mayor, City of St. George

Date

ATTEST:

Christina Fernandez, City Recorder

Date

Approved as to form:

Ryan Dooley, City Attorney

Date

CITY OF ENTERPRISE

Brandon Humphries, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

CITY OF HURRICANE

Nanette Billings, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

Dayton Hall, City Attorney

Date

Attorney Printed Name

CITY OF HILDALE

Donia Jessop, Mayor

Date _____

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

CITY OF IVINS

Chris Hart, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

Bryan Pack, City Attorney

Date

Attorney Printed Name

CITY OF LAVERKIN

Kerry Wilson, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

CITY OF SANTA CLARA

Rick Rosenberg, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

CITY OF WASHINGTON

Kress Staheli, Mayor Date _____

ATTEST:

Date _____

Printed Name and Title

Approved as to form:

Thad Seegmiller, City Attorney Date _____

Attorney Printed Name

TOWN OF APPLE VALLEY

Mike Farrar, Mayor Date _____

ATTEST:

Date _____

Printed Name and Title

Approved as to form:

City Attorney Date _____

Attorney Printed Name

TOWN OF LEEDS

Bill Hoster, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

TOWN OF NEW HARMONY

Lowell Prince, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

TOWN OF ROCKVILLE

Pam Leach, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

TOWN OF SPRINGDALE

Barbara Bruno, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

TOWN OF TOQUERVILLE

Justin Sip, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

TOWN OF VIRGIN

Jean Krause, Mayor

Date

ATTEST:

Date

Printed Name and Title

Approved as to form:

City Attorney

Date

Attorney Printed Name

Agenda Date: 10/03/2024

Agenda Item Number: 06

Subject:

Consider approval of Resolution No. 2024-030R approving the City to be a co-signor of the State of Utah's Public Lands Amicus Brief.

Item at-a-glance:

Staff Contact: Shawn Guzman

Applicant Name: Alan Gardner, American Lands Council

Reference Number: N/A

Address/Location:

N/A

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

After decades of legal analysis and attempts to seek relief through other means, the State of Utah filed a landmark public lands lawsuit on August 20, 2024, asking the U.S. Supreme Court to address whether the federal government can constitutionally hold unappropriated lands within a State indefinitely. The scope of Utah's lawsuit applies only to the federally held land that is unappropriated, meaning that the United States simply holds the land without any designated purpose; the lawsuit does not affect appropriated public land designated as national parks, national monuments, wilderness areas, national forests, Tribal lands, or military properties. Currently, Utah has 18.5 million acres of unappropriated public lands within the state. The goal is to get a final, definitive answer as to the status of unappropriated land.

Staff Narrative (need/purpose):

The American Lands Council intends to file an Amicus Brief with the US Supreme Court in support of the State of Utah's lawsuit. The American Lands Council has requested that cities and Washington County join their Amicus Brief.

Name of Legal Dept approver: Ryan Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Council will need to decide whether to support Utah's efforts to have the US Supreme Court answer the question of jurisdiction over unappropriated lands within the state.

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING UTAH v UNITED STATES
LEGAL ACTION UNITED STATES SUPREME COURT
DOCKET NO. 220160**

WHEREAS, After decades of legal analysis and attempts to seek relief through other means, the State of Utah filed a landmark public lands lawsuit on August 20, 2024 asking the U.S. Supreme Court to address whether the federal government can constitutionally hold unappropriated lands within a State indefinitely;

WHEREAS, the scope of Utah’s lawsuit applies only to the federally held land that is “unappropriated”, meaning that the United States simply holds the land without any designated purpose;

WHEREAS, the scope of Utah’s lawsuit DOES NOT INCLUDE appropriated public land designated as national parks, national monuments, wilderness areas, national forests, Tribal lands, or military properties;

WHEREAS, although Utah’s lawsuit is specific to the 18.5 million acres of unappropriated land within Utah administered by the United States Bureau of Land Management (BLM), it is imperative that the Court answer the vital legal questions in this case as they inherently apply to all of the 245 million acres of unappropriated land administered by the BLM in 11 Western states, Alaska, the Dakotas, and a few Eastern States as well.

NOW, THEREFORE, BE IT RESOLVED THAT the City of St. George, in the State of Utah hereby supports Utah’s legal action as a co-signor of the Amicus Brief to be filed at the U.S. Supreme Court by the American Lands Council.

PASSED AND APPROVED by The City Council of the City of St. George, this ____ day of _____, 2024.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney’s Office

VOTING OF CITY COUNCIL:

Ryan N. Dooley, City Attorney

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____



Agenda Date: 10/03/2024

Agenda Item Number: 07

Subject:

Consider approval of Ordinance No 2024-059 amending an approved PD-C (Planned Development Commercial) on approximately 0.65 acres, located just south of Medical Center Drive and 1450 East. (SGRH Life Flight Crew Quarters - Case No. 2024-PDA-018)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Robert Howell, NJRA Architects

Reference Number: 2024-PDA-018

Address/Location:

Located just south of Medical Center Drive and 1450 East

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

Saint George Regional Hospital needs a building for the living quarters for the Life Flight crew. The proposed application would allow the hospital to construct such a facility adjacent to Medical Center Drive just south of the terminus of 1450 East. The Planning Commission held a public hearing for the project and has voted 6-0 to forward a positive recommendation for the application.

Staff Narrative (need/purpose):

The proposed building is small at approximately 3,061 ft and single story or approximately 186. The building will be set back approximately 40 from the Medical Center Drive right-of-way. They have designed it to keep out of the hillside area and flood plain both of which are near the site. They will have to re-route the existing trail which they are showing on their proposed site plan. They will also re-landscape the landscaped areas that are being disturbed.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On September 10, 2024, the Planning Commission held a public hearing as part of their review of the Planned Development Amendment. They are forwarding a positive recommendation to the City Council for the project with a 6-0 vote with the following condition: 1. At the time of site plan, all refuse areas are identified and screened from view.



PLANNING COMMISSION AGENDA REPORT: 09/10/2024

CITY COUNCIL AGENDA REPORT: 10/03/2024

SGRH Life Flight Crew Quarters Planned Development Amendment (Case No. 2024-PDA-018)		
Request:	Consider an ordinance amending an approved PD-C (Planned Development Commercial) on approximately 0.65 acres, just south of Medical Center Drive and 1450 East for the purpose of adding a small living quarters for the existing helipad location for the hospital.	
Applicant:	Robert Howell, NJRA Architects	
Location:	Located just south of Medical Center Drive and 1450 East	
General Plan:	COM (Commercial)	
Existing Zoning:	PD-C (Planned Development Commercial)	
Surrounding Zoning:	North	PD-C (Planned Development Commercial)
	South	PD-C (Planned Development Commercial)
	East	PD-C (Planned Development Commercial)
	West	PD-C (Planned Development Commercial)
Land Area:	Approximately 0.65 acres	



SGRH LIFE FLIGHT CREW QUARTERS

0 155 310 620 930 1,240 Feet



BACKGROUND:

As part of the original construction of the hospital, a helipad for Life Flight was constructed and has been in continual use. The Life Flight crew has not had a nearby location to sleep while waiting for calls. With growth of the community, there is a need for them to have a living quarter next to the helipad. This application will allow them to have such a facility.

The proposed building is small at approximately 3,061 ft² and single story or approximately 18'6". The building will be set back approximately 40' from the Medical Center Drive right-of-way. They have designed it to keep out of the hillside area and flood plain both of which are near the site. They will have to re-route the existing trail which they are showing on their proposed site plan. They will also re-landscape the landscaped areas that are being disturbed.

Please see the zoning requirement details below:

Zoning Requirements			
Regulation	Section Number	Proposal	Staff Comments
Setbacks		Front: 42' Side: N/A Side: N/A	The required setbacks are: Front/ Street Side: 20' Side/ Rear: 0' and 10'
Uses	10-8D-2	Accessory Use to the Hospital	The PD-C allows for hospital and doctors' offices, etc. This is an appendage to that use.
Height and Elevation	10-8D-2	Approximate Height: 18'6"	The maximum height allowed in a PD-C is 50'. This proposal meets the regulations.
Landscape Plan	10-8D-2	A conceptual landscape plan has been included.	The plans show a landscape strip along the public right-of-way that will meet or exceed 15' as required by city code, along with landscaping immediately surrounding the building.
Utilities	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. We will ensure this is completed during the site plan approval process.
Signs	10-8D-2	They are proposing a wall sign.	Any signs will need to meet the sign regulations found in Title 9-13 and will be reviewed at the time of permitting.

Lighting	10-8D-2	Please see photometric plan in the presentation	The lighting will need to be at or below 1.0 foot candles at the property line with dark sky lighting.
Solid Waste	10-8D-6	This development does not show the solid waste location.	The solid waste location will need to be determined at the site plan stage and will need to be screened from view.
Buffer Protection of Residential Property	10-8D-6	N/A	N/A
Parking	10-19-5	The overall hospital campus is overparked by some 500 stalls.	The requirement is: 1 space per 250 ft ² gross floor area. No stalls are to be removed or added with this project but as this is part of the overall campus, parking should not be an issue.
EVCS And Bike Parking	10-19-6	None shown	They will be required to have conduit to one parking space for a future EVCS and a bike rack that holds at least two bikes.

PLANING COMMISSION:

On September 10, 2024, the Planning Commission held a public hearing as part of their review of the proposed amendment to the PD for the St. George Regional Hospital in order to allow a living quarters for Life Flight to be constructed and recommends approval of the application with a 6-0 vote.

RECOMMENDATION:

Planning Commission voted 6-0 to forward a positive recommendation on the application with the following condition:

1. At the time of site plan, all refuse areas are identified and screened from view.

ALTERNATIVES:

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

POSSIBLE MOTION:

"I move that we approve the PD amendment for St George Regional Hospital as presented, case no. 2024-PDA-018, based on the findings and subject to the conditions listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed uses are permitted uses found in the PD-C zone.
2. The proposed project meets the Planned Development Commercial general requirements found in Section 10-8D-2.

Exhibit A

Applicant's Narrative



NJRA Architects, Inc.

5223 S Ascension Way, Suite 350 | Murray, Utah 84123 | 801.364.9259 | www.njraarchitects.com

August 20, 2024

St. George City
Planning Commission
175 E 200 N
St. George, UT 84770

Subject: Narrative for new Life Flight Crew Quarters at St. George Regional Hospital

The Life Flight team currently occupies three different areas on the St George hospital campus and this project intends to combine these three areas into one crew quarters building close to the helipad. This will provide a more practical environment and allow faster response times to Life Flight calls.

This will be a single-story standalone building, northeast of the ED entrance and just outside the existing parking lot. This building will include a storage work area, a kitchen and day room, 6 sleep rooms, and staff support areas.

The project includes but is not limited to, relocating a portion of the Rimrock trail and an underground power line, landscaping, site development, surface parking and additional utilities that will tie the building to the existing facility utilities. This will also include a sidewalk connecting the new crew quarters to the helipad.

A summary of the building specific information is as follows:

- Crew quarters building - Approximately 2,800 SF
- The exterior façade will consist of:
 - Storefront glazing systems
 - Stucco to match existing campus
- Mechanical systems include RTUs and mini splits condenser units. All equipment will be rooftop mounted.

Exhibit B

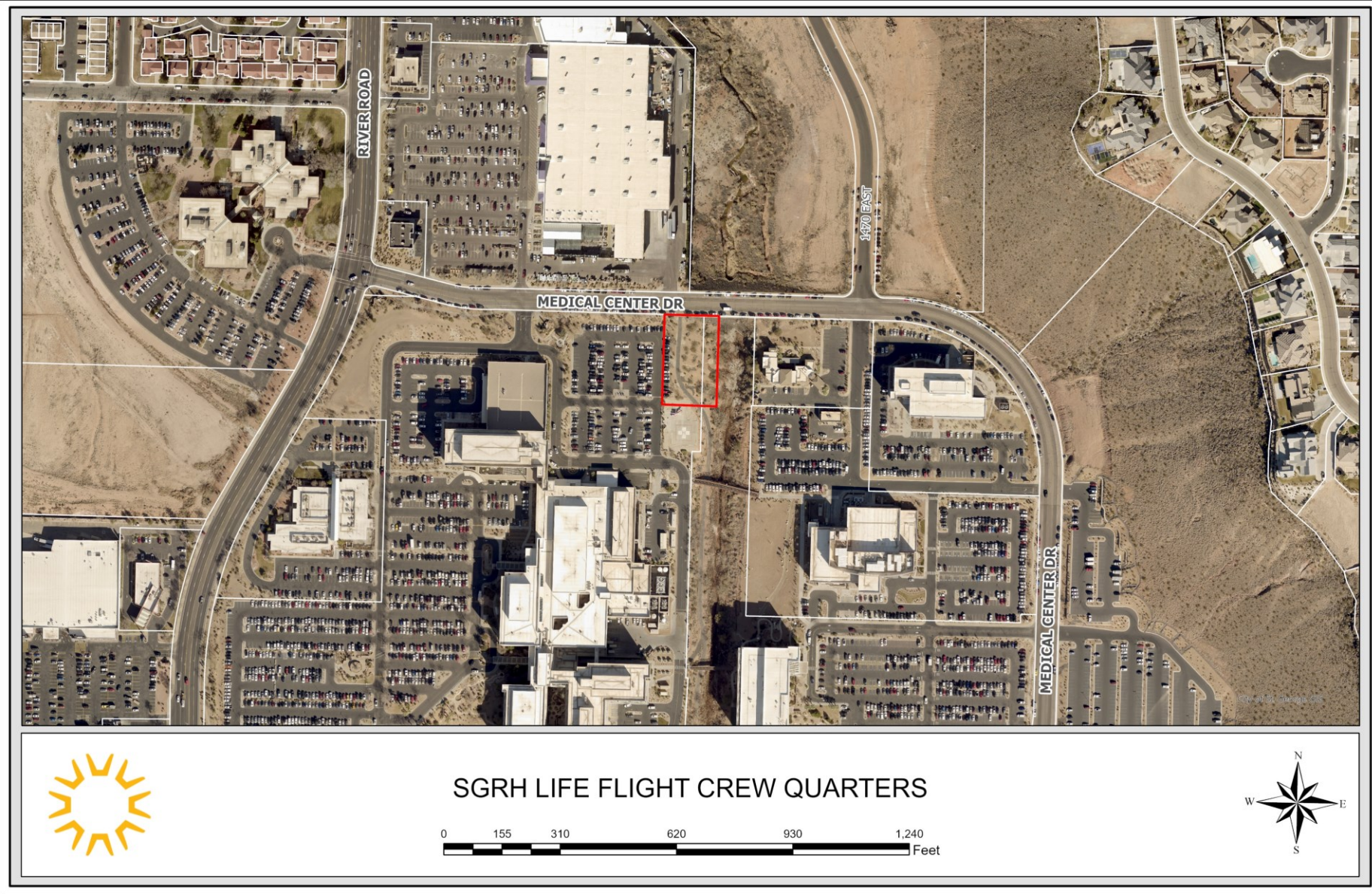
PowerPoint Presentation

St George Regional Hospital Life Flight Crew Quarters

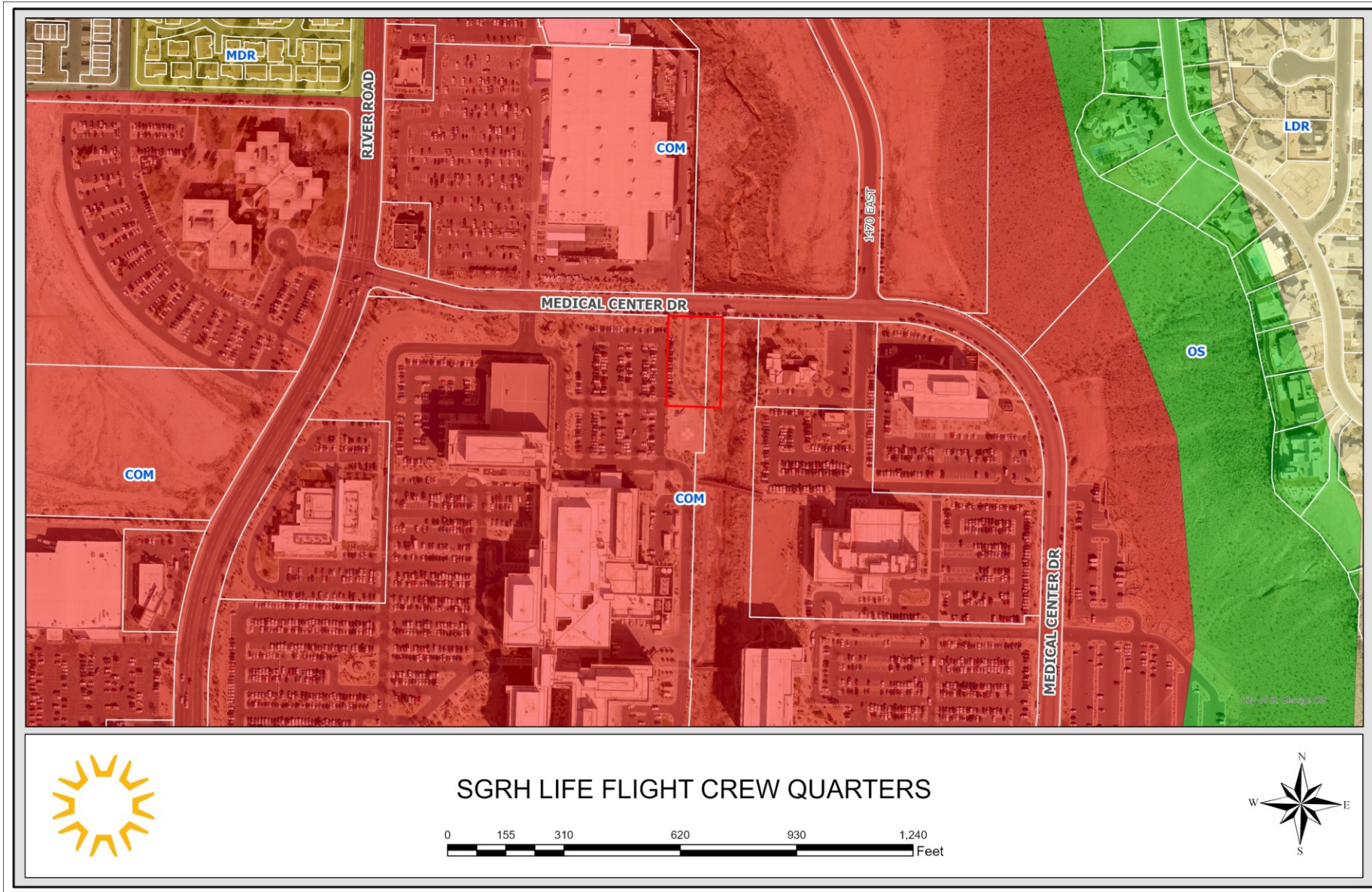
PD Amendment

2024-PDA-018

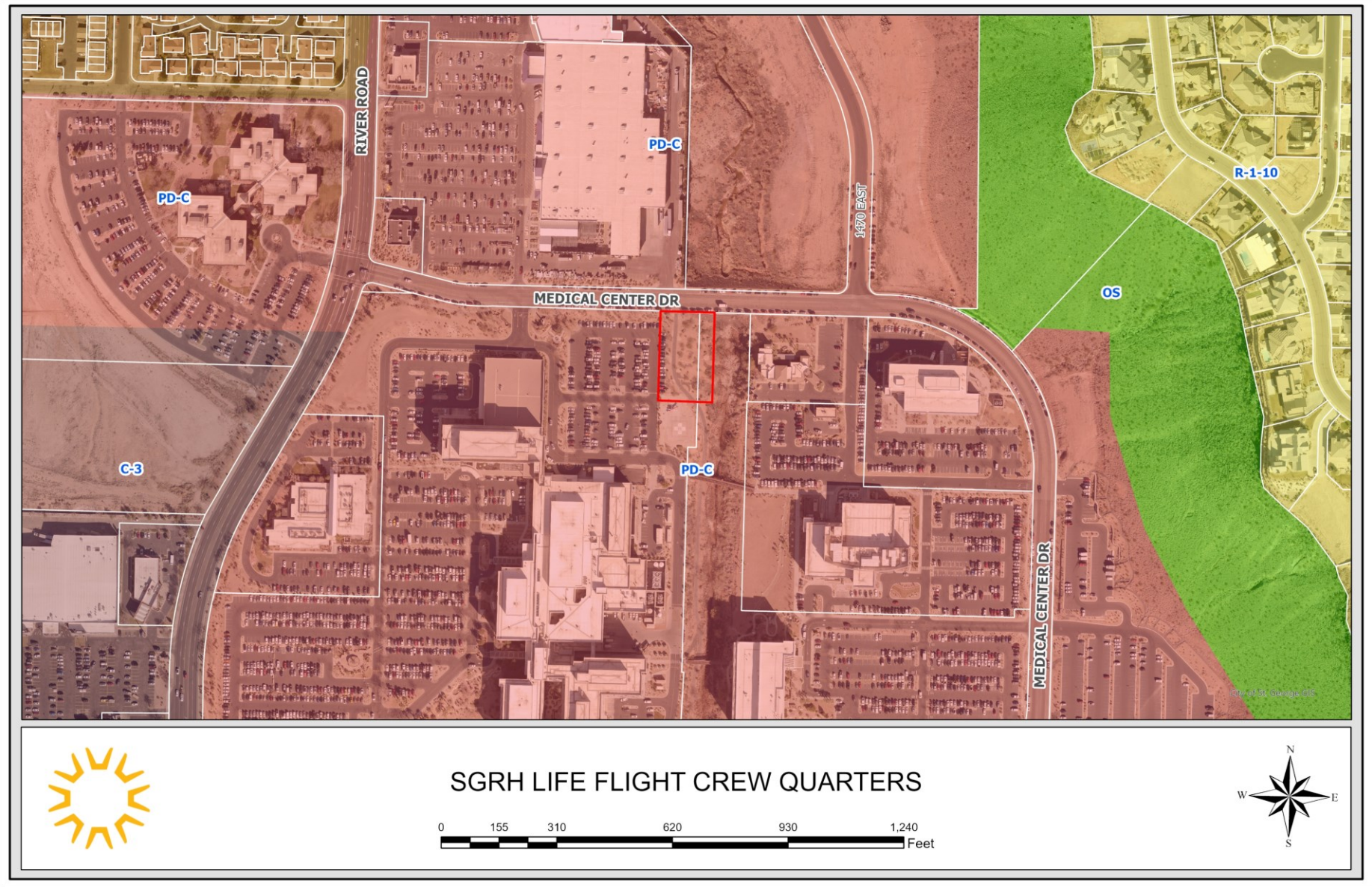
Aerial Map



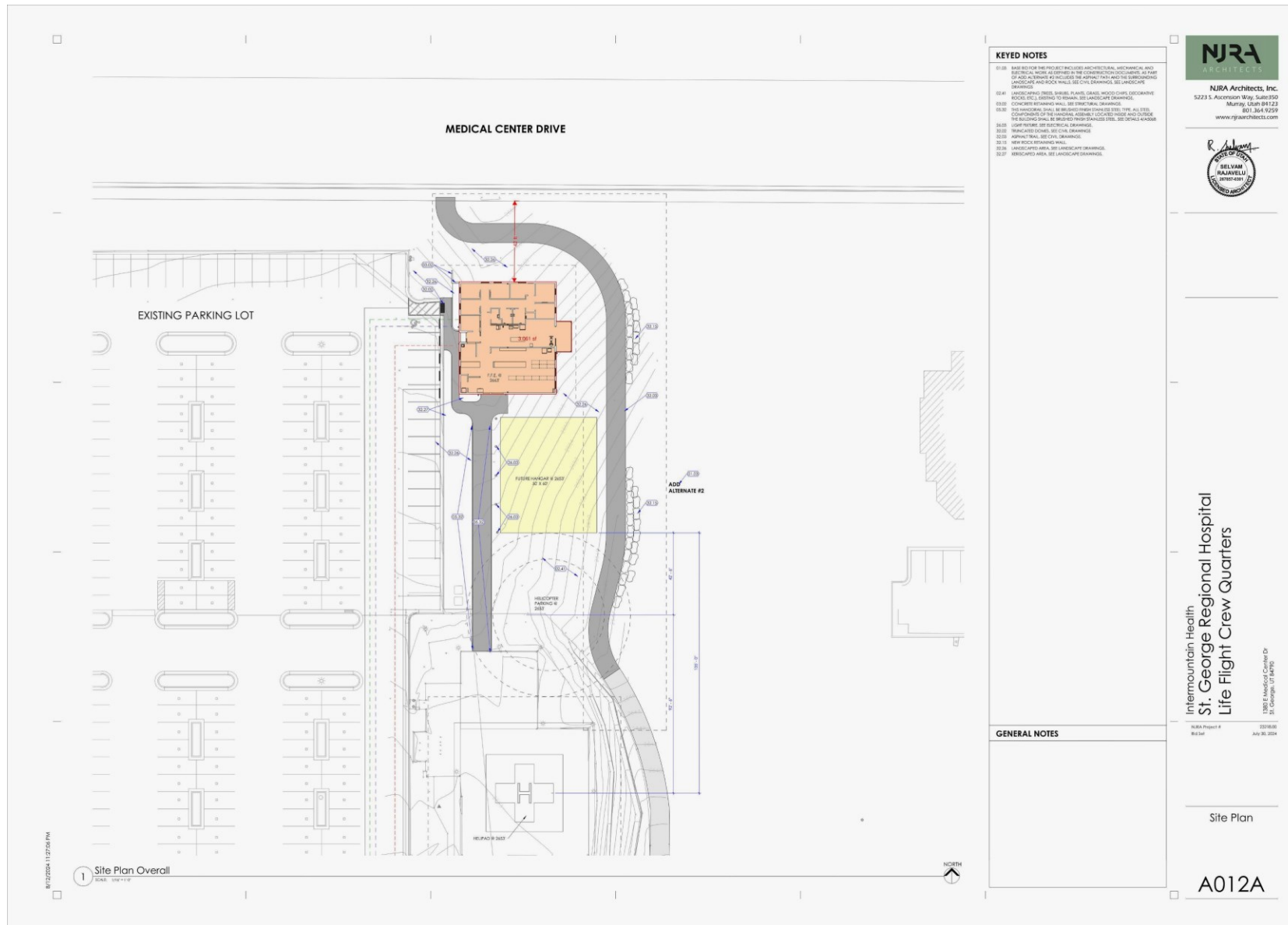
Land Use Map



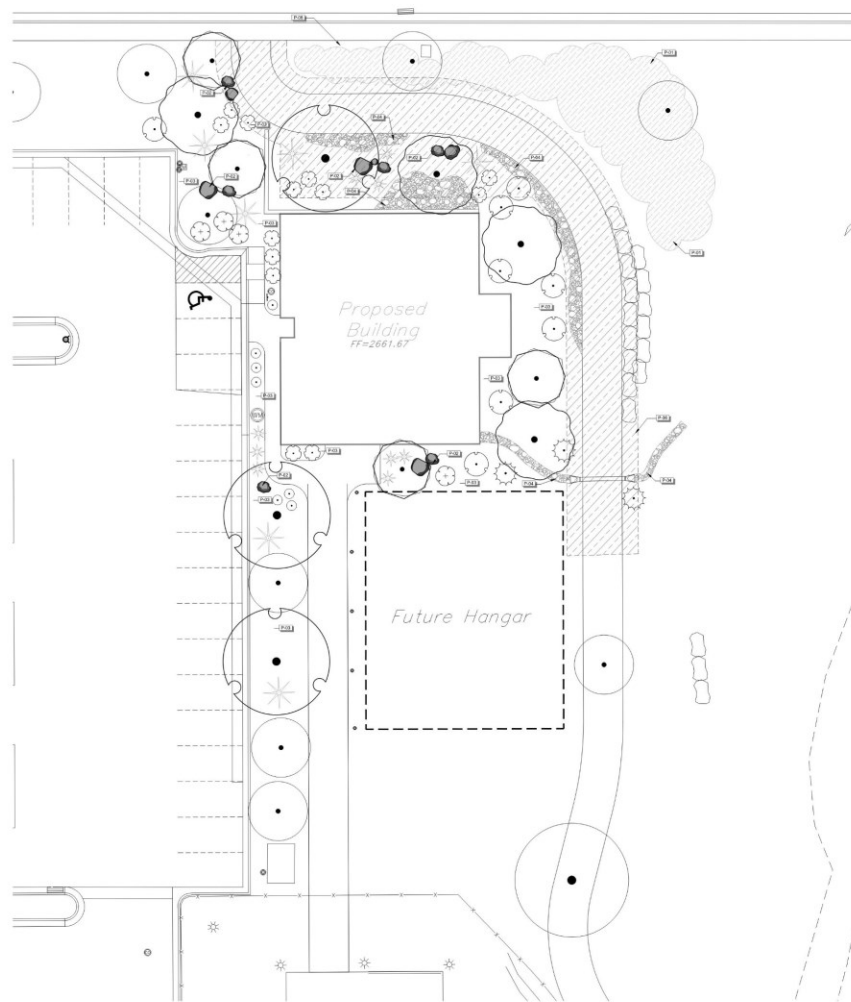
Zoning Map



Proposed Site Plan



Landscape Plan



PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	GAL
TREES			
	CHOLERA LINDLEY BURDECK LACEY GREENT BELLOW	25000	MULTI TRUNK
	EXISTING TREES TO REMAIN	EXISTING	
	PETIOLE CHINESE / CHINESE PETIOLE	25000	1 1/2" DBH
	VITEX AGNES CACTUS / CHINESE TREE	10 GAL	MULTI TRUNK
SHRUBS			
	CHRYSALEA MEXICANA / SHAMASH	3 GAL	
	DAYLILY ANEMONE / GREY DESERT SPICE	10 GAL	
	HEPTAPETALUM / RED YUCCA	5 GAL	
	LARREA TRENDENIA / CREOSOTE BUSH	5 GAL	
	MYRTUS COMPACTA / COMPACT MYRTLE	5 GAL	
	YUCCA BACCATA / YUCCA / YUCCA	5 GAL	

PLANTING PLAN NOTES

- THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
- CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE AND PROVIDE ALL PLANT MATERIALS LISTED IN THE PLANT SCHEDULE. CONTRACTOR SHALL SECURE ALL PLANTS EARLY OR CONTRACT WITH A NURSERY TO ORDER PLANTS FOR PROJECT. ALL PLANT MATERIALS SHALL BE DELIVERED TO THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING LANDSCAPE CONSTRUCTION.
- THE FOLLOWING SUBMITTALS SHALL BE DELIVERED TO LANDSCAPE ARCHITECT FOR APPROVAL:
 - ALL PLANT MATERIALS INFORMATION
 - SOIL AMENDMENTS
 - ROCK MULCH AND BOLLARD SELECTIONS (INCLUDING SAMPLES)
 - WEEKLY WATERING AND FERTILIZATION INFORMATION
- ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA).
- ALL PLANT PITS ARE TO BE OVER EXCAVATED TO SIX (6) INCHES AND BACKFILLED. BACKFILL TO BE APPROVED AMENDED IMPORTED TOPSOIL WITH AMENDMENTS BASED ON SOIL REPORT. IMPORTED TOPSOIL TO BE APPROVED PRIOR TO USE.
- NO PLANT SHALL BE PUT INTO THE GROUND BEFORE INSPECTION AND BEING APPROVED BY PROJECT MANAGER OR LANDSCAPE ARCHITECT.
- ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANTS ORIGINAL GRADE IN ITS CONTAINER. (I.E. DO NOT SET ROOT PLANT OF PLANT BELOW TOP OF FINISHED GRADE).
- ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT ROTTEN. ALL ROOT WRAPPING MATERIAL, BASE OF STYROPORITE OR PLASTIC SHALL BE REMOVED AT TIME OF PLANTING AND WITH CONTAINER GROWN STOCK, THE CONTRACTOR SHALL BE REMOVED AND THE CONTAINER SHALL BE CUT THROUGH THE SURFACE IN TWO VERTICAL LOCATIONS.
- ALL PLANTS SHALL BE INSTALLED AS PER NOTES AND THE CONTRACT SPECIFICATIONS.
- ALL PLANTS SHALL BE INSTALLED AT LEAST 18" FROM BACK OF CURB OR SIDEWALK EXCEPT FOR 1 GALLON PLANTS THAT MAY BE INSTALLED AT LEAST 18" FROM BACK OF CURB OR SIDEWALK OR LOCATION APPROVED BY PROJECT MANAGER OR LANDSCAPE ARCHITECT.
- ALL PLANTS SHALL BE WATERED THOROUGHLY THREE TIMES DURING THE FIRST 30-DAY PERIOD AFTER PLANTING. ALL PLANTS SHALL THEN BE WATERED ON A REGULAR SCHEDULE DURING THE FIRST GROWING SEASON.
- THE CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIAL FOR ONE YEAR AFTER DATE OF FINAL ACCEPTANCE.
- TOP DRESS ALL BOLLARD BEDS WITH 2" OF ROCK MULCH UNLESS OTHERWISE NOTE. ROCK TO MATCH EXISTING. SUBMIT SAMPLE FOR APPROVAL.
- FINISH GRADE OF ROCK MULCH SHALL BE 1" BELOW TOP OF CURB OR SIDEWALK.
- 4" AC CENT CIRCLE TO BE BOLLARD IN COLOR.
- INSTALL BOLLARDS WHERE SHOWN. BOLLARDS SHALL BE BOLLARD. SIZE AND QUANTITIES INDICATED SHALL BE PROVIDED. SUBMIT PHOTOGRAPHS AND SAMPLES FOR APPROVAL.

REFERENCE NOTES SCHEDULE

SYMBOL	PLANTING DESCRIPTION	DETAIL
	EXISTING VEGETATION TO REMAIN	
	LANDSCAPE BOLLARDS TO LOCATE BOLLARDS IN RANDOM PATTERN AT LOCATIONS SHOWN. BOLLARDS ARE BOLLARDS. USE LANDSCAPE BOLLARDS. 20% BOLLARDS 2" DBH BOLLARDS 4" DBH BOLLARDS 6" DBH	
	30" WIDE CHART MULCH PLACED 1" DEEP MINIMUM IN ALL PLANTER AREAS. PINK AC CENT CIRCLE IS NOT INDICATED. COLOR TO MATCH EXISTING.	
	4" AC CENT CIRCLE PLACED 1" DEEP MINIMUM. COLOR TO BE BOLLARD.	
	HATCH INDICATING TRAIL SECTION TO BE 30" WIDE OR 30" WIDE ALTERNATE AC.	



NJRA Architects, Inc.
5223 S. Accession Way, Suite 350
Murray, Utah 84123
(801) 364-9229
www.njraarchitects.com



DATE: 8-21-2024



1000 E. American Canyon Dr.
St. George, UT 84790

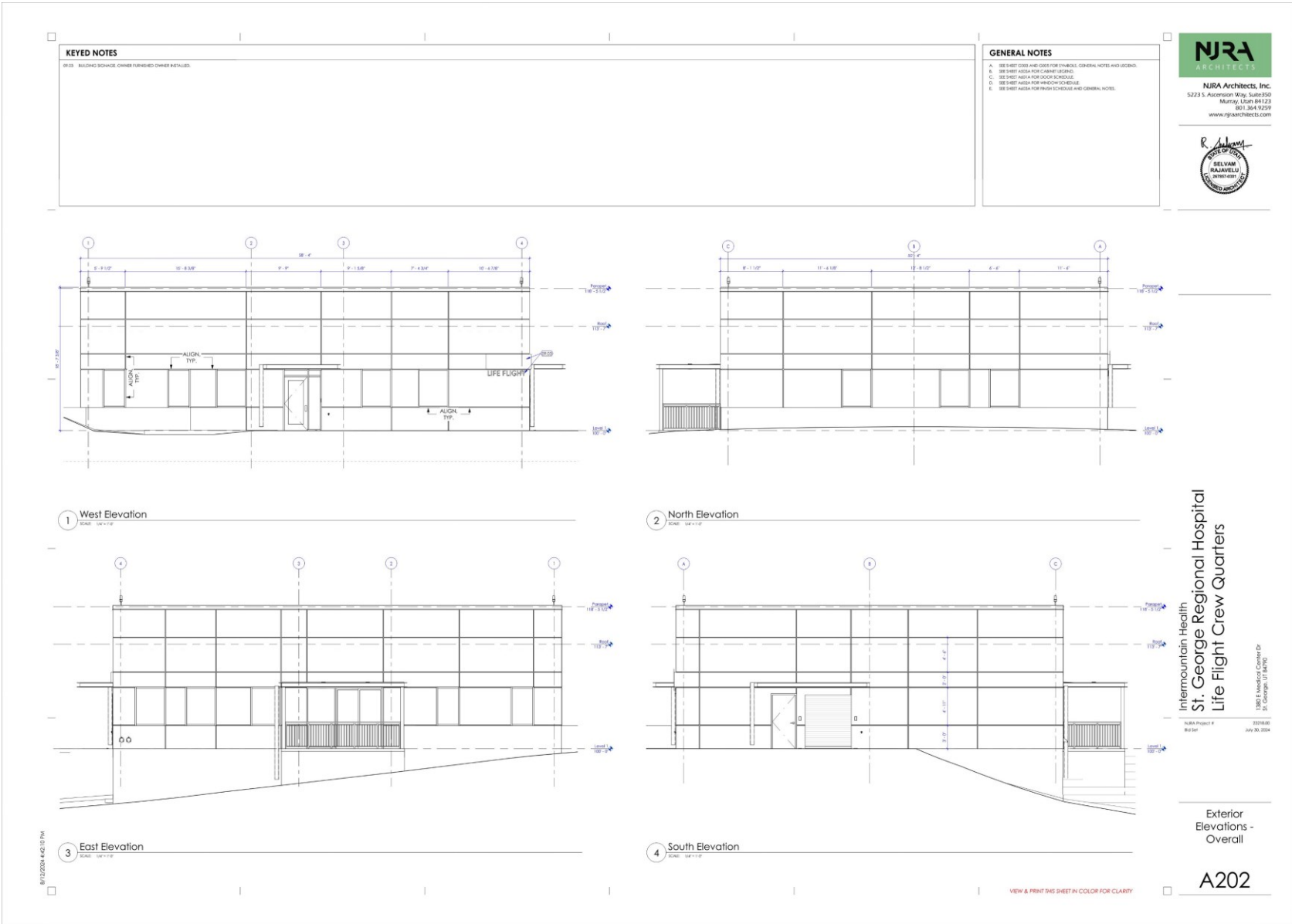
Intermountain Health
St. George Regional Hospital
Life Flight Crew Quarters

Scale: Project 8
DATE: JULY 20, 2024

Planting Plan

LS101

Elevations



Renderings



Intermountain Health, St. George Regional Hospital
LIFE FLIGHT CREW QUARTERS



1 Isometric View
SCALE



2 Isometric View
SCALE

Materials



ORDINANCE NO. _____

AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 0.65 ACRES, LOCATED JUST SOUTH OF MEDICAL CENTER DRIVE AND 1450 EAST FOR THE PURPOSE OF BUILDING A LIVING QUARTERS FOR THE LIFE FLIGHT CREW AT THE HOSPITAL FOR A PROJECT TO BE KNOWN AS SGRH LIFE FLIGHT CREW QUARTERS.

(SGRH Life Flight Crew Quarters)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately 0.65 acres, located just south of Medical Center Drive and 1450 East Street, in order to build a living quarters building for the hospital Life Flight Crew; and

WHEREAS, the City Council held a public meeting on this request on October 3, 2024; and

WHEREAS, the Planning Commission held a public hearing on this request on September 10, 2024, and recommended approval with a 7-0 vote with the following condition.

1. At the time of site plan, the refuse areas is identified and screened from view.

WHEREAS, the City Council has determined that the requested change to the previously approved Planned Development Commercial zone is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The approved planned development amendment within the PD-C Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional building as shown in Exhibit "B". The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "C".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of October 2024.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____

Exhibit "A"
St George Regional Hospital Legal Description

Legal Description:

APN: SG-5-2-29-22011

(From Washington County Assessor)

S: 29 T: 42S R: 15W S: 28 T: 42S R: 15W A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 29, AND THE NORTHEAST QUARTER OF SECTION 32, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF FOREMASTER DRIVE, AS MONUMENTED, SAID POINT BEING NORTH 89°43'21" WEST, ALONG THE SECTION LINE, A DISTANCE OF 500.97 FEET AND NORTH 0°16'39" EAST, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 66.16 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING NORTH 0°16'03" WEST, A DISTANCE OF 33.00 FEET, FROM A FOUND BRASS CAP MONUMENT MARKING A POINT OF CURVATURE IN SAID FOREMASTER DRIVE, RECORDED AS ENTRY NO. 494879, IN BOOK 893, AT PAGE 462 OF PLATS, ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; AND RUNNING THENCE NORTH 89°43'57" WEST, ALONG THE NORTH LINE OF SAID FOREMASTER DRIVE, AND 33.00 FEET PERPENDICULARLY NORTHERLY AND PARALLEL WITH THE MONUMENT LINE THEREOF, A DISTANCE OF 1248.06 FEET, TO THE NORTHERLY LINE OF PARCEL CONVEYED TO ST. GEORGE CITY BY ENTRY NO.: 20090030959; THENCE ALONG THE LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES: (1) NORTH 72°49'46" WEST, A DISTANCE OF 52.04 FEET; (2) NORTH 84°01'20" WEST, A DISTANCE OF 89.13 FEET; (3) NORTH 89°43'58" WEST, A DISTANCE OF 131.24 FEET; (4) NORTHWESTERLY ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°04'04", A DISTANCE OF 59.74 FEET, THE LONG CHORD OF WHICH BEARS NORTH 44°41'56" WEST, A DISTANCE OF 53.77 FEET; NORTH 89°39'45" WEST, ALONG A RADIAL BEARING, A DISTANCE OF 11.91 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF RIVER ROAD, AS MONUMENTED, RECORDED AS ENTRY NO.: 363031, IN BOOK 555, AT PAGE 282, SAID POINT ALSO BEING NORTH 0°20'43" EAST, ALONG THE CENTERLINE OF SAID RIVER ROAD, A DISTANCE OF 80.49 FEET AND SOUTH 89°39'17" EAST, PERPENDICULAR TO SAID CENTERLINE, A DISTANCE OF 45.00 FEET, FROM A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF FOREMASTER DRIVE AND RIVER ROAD; THENCE NORTH 0°20'43" EAST, ALONG THE EAST LINE OF SAID RIVER ROAD, A DISTANCE OF 193.11 FEET, TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 955.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°59'14", A DISTANCE OF 233.14 FEET, THE LONG CHORD OF WHICH BEARS NORTH 7°20'20" EAST, A DISTANCE OF 232.56 FEET; THENCE DEPARTING SAID EAST LINE ALONG A NON-RADIAL LINE BEARING SOUTH 88°33'01" EAST, A DISTANCE OF 443.84 FEET; THENCE NORTH 1°26'59" EAST, A DISTANCE OF 483.84 FEET; THENCE NORTH 88°33'01" WEST, A DISTANCE OF 219.04 FEET, TO THE AFORESAID EAST LINE OF RIVER ROAD (NOTE: PRIOR COURSE IS A NON-RADIAL LINE); THENCE NORTH 30°21'30" EAST, A DISTANCE OF 98.85 FEET, TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 1045.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°31'52", A DISTANCE OF 265.03 FEET, THE LONG CHORD OF WHICH BEARS NORTH 23°05'34" EAST, A DISTANCE OF 264.32 FEET, TO THE NORTH LINE OF PARCEL CONVEYED TO IHC HEALTH SERVICES, INC. RECORDED AS ENTRY NO. 461321; THENCE SOUTH 88°24'43" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 80.54 FEET, TO THE WESTERLY LINE OF PARCEL CONVEYED TO THE CITY OF ST. GEORGE, RECORDED AS ENTRY NO. 20090030958; THENCE SOUTH 75°28'32" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 36.86 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°18'53" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, AND THE NORTH LINE OF AFORESAID PARCEL CONVEYED TO IHC HEALTH SERVICES INC., A DISTANCE OF 50.17 FEET, TO THE SOUTHERLY LINE OF MEDICAL CENTER DRIVE, ALSO KNOWN AS 480 SOUTH STREET, RECORDED AS ENTRY NO.: 739834, IN BOOK 1432, AT PAGE 1206 OF PLATS; THENCE SOUTH 75°27'07" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 64.72 FEET, TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°55'48", A DISTANCE OF 63.19 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 81°55'01" EAST, A DISTANCE OF 63.05 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 88°22'55" EAST, ALONG THE SOUTHERLY LINE OF SAID 480 SOUTH STREET AND THE SOUTHERLY LINE OF SAID MEDICAL CENTER DRIVE, AS MONUMENTS, RECORDED AS ENTRY NO.: 20070056667, A DISTANCE OF 1072.90 FEET, TO THE WEST LINE OF PARCEL CONVEYED TO STATE OF UTAH, DIXIE STATE COLLEGE, RECORDED AS ENTRY NO.: 20060024645; THENCE SOUTH 1°36'40" WEST, ALONG SAID WEST LINE, A DISTANCE OF 455.16 FEET (454.71 FEET BY RECORD); THENCE SOUTH 88°24'43" EAST, ALONG THE SOUTHERLY LINE OF SAID DIXIE STATE COLLEGE PARCEL, A DISTANCE OF 454.29 FEET (455.18 FEET BY RECORD), TO A POINT ON THE WEST LINE OF AFORESAID MEDICAL CENTER DRIVE, AS MONUMENTED, SAID POINT ALSO BEING SOUTH 1°35'42" WEST, ALONG THE MONUMENT LINE OF MEDICAL CENTER DRIVE, A DISTANCE OF 148.60 FEET AND NORTH

88°24'18" WEST, A DISTANCE OF 33.00 FEET, FROM A FOUND BRASS CAP P.I. MONUMENT; THENCE SOUTH 1°35'42" WEST, ALONG THE WEST LINE OF SAID MEDICAL CENTER DRIVE, AND 33.00 FEET PERPENDICULARLY WESTERLY AND PARALLEL WITH THE MONUMENT LINE THEREOF, A DISTANCE OF 599.11 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 390.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°50'41", A DISTANCE OF 414.16 FEET, THE LONG CHORD OF WHICH BEARS; SOUTH 32°01'03" WEST, A DISTANCE OF 394.97 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 62°26'23" WEST, ALONG THE WEST LINE OF SAID MEDICAL CENTER DRIVE, A DISTANCE OF 54.14 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 70°08'17" (83°06'10"), A DISTANCE OF 30.60 FEET (36.26'), THE LONG CHORD OF WHICH BEARS NORTH 82°29'28" WEST, A DISTANCE OF 28.73 FEET, TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF AFORESAID FOREMASTER DRIVE, AS MONUMENTED: SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 55°57'04" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF A 433.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 55°41'01", A DISTANCE OF 420.82 FEET, THE LONG CHORD OF WHICH BEARS NORTH 61°53'27" WEST, A DISTANCE OF 404.45 FEET TO THE POINT OF BEGINNING.

Exhibit “B” – Site Plan

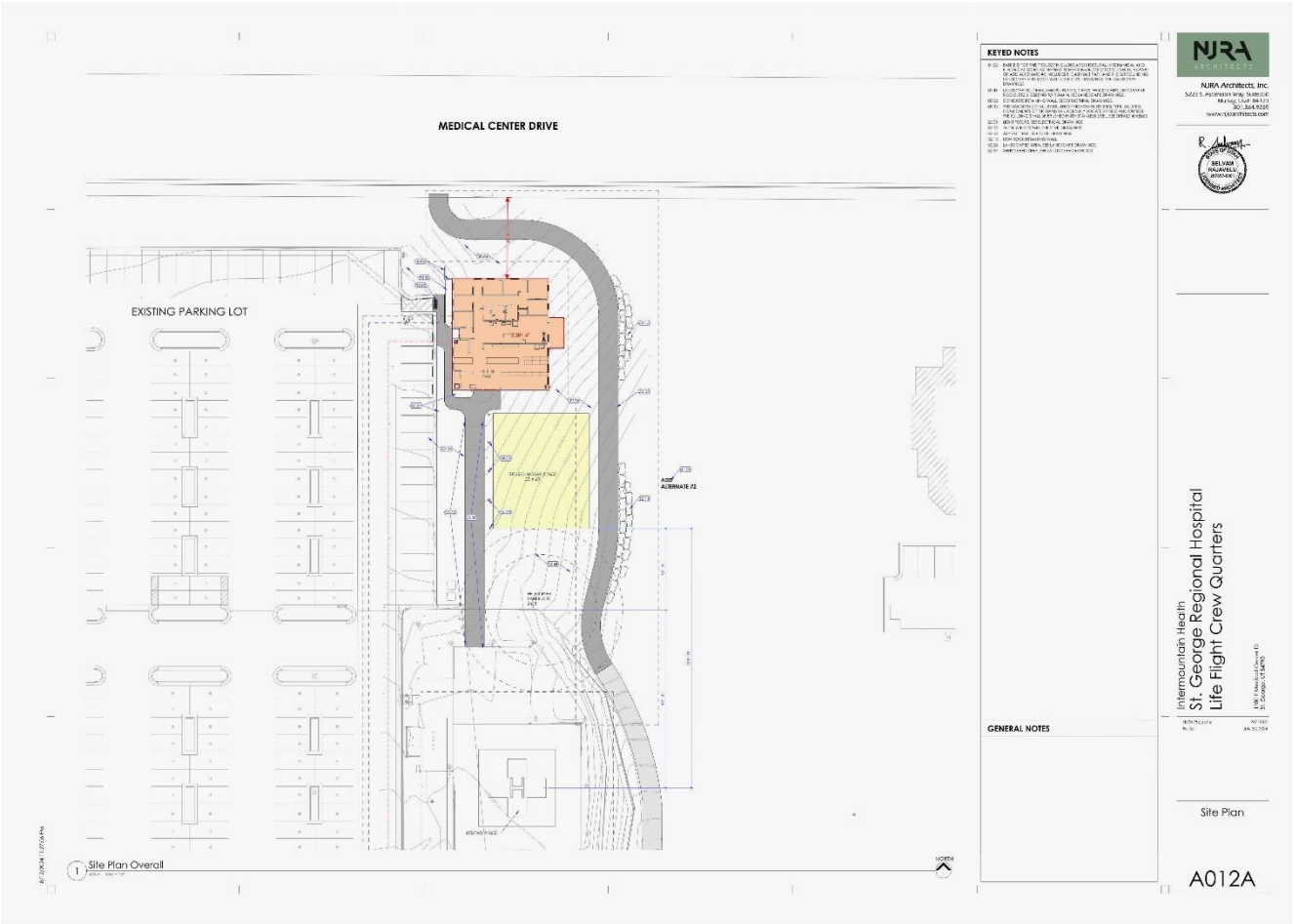


Exhibit "C" – Parcel Exhibit



Agenda Date: 10/03/2024

Agenda Item Number: 08

Subject:

Consider approval of Ordinance No. 2024-060 amending the White Dome Commercial PD-C (Planned Development Commercial) zone on approximately 29.26 acres located east of River Road between White Dome Drive and Southern Parkway . (White Dome Commercial - Case No. 2024-PDA-017)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: DSG Engineering

Reference Number: 2024-PDA-017

Address/Location:

east of River Road between White Dome Drive and Southern Parkway

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

The Planning Commission held a public hearing on September 10, 2024. Several members of the public spoke regarding the conditions of River Road and White Dome Drive, specifically the width of these streets and the difficulty maneuvering around large trucks in the area as well as the condition of River Road. There was a comment regarding access to and from the White Sands area, as there is only one way in and out, with the addition of this amount of traffic that would make it more difficult to get out of their neighborhood. They also had concerns about their childrens safety because there is a bus stop directly across from the second access to this site on White Dome Drive. One person also commented that this development with its 6 restaurants would make a total of 10 restaurants in that area, she felt they didnt need that many out there. The Planning Commission recommended approval with the conditions and recommendations made by staff with a 7-0 unanimous vote.

Staff Narrative (need/purpose):

This is a request for an amendment to the approved Southern Hills West Zone Plan, White Dome Commercial PD-C (Planned Development Commercial). The applicant would like to have a general site plan layout and established drivable access from River Road and White Dome Drive approved to market the site to potential businesses.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval with the conditions and recommendations made by staff as far as the decel, and the right-in, right out in a 7-0 unanimous vote.1.That there will need to be a deceleration lane on River Road that runs the length of the project.2.That the access on River Road as well as the first access on White Dome will be right in, right out only.

CITY COUNCIL AGENDA REPORT: 10/03/2024

PLANNING COMMISSION AGENDA REPORT: 09/10/2024

White Dome Commercial Planned Development Amendment (Case No. 2024-PDA-017)	
Request:	A Planned Development Amendment amending an approved PD-C (Planned Development Commercial) on approximately 29.26 acres, located east of River Road between White Dome Drive and Southern Parkway for the purpose of approving a general site plan layout and establish drivable accesses from River Road and White Dome Drive. Case No. 2024-PDA-017
Applicant:	DSG Engineering – Representative, Mike Terry
Location:	East of River Road between White Dome Drive and Southern Parkway
General Plan:	COM (Commercial)
Existing Zoning:	PD-C (Planned Development Commercial)
Surrounding Zoning:	North PD-C (Planned Development Commercial) & PD-R (Planned Development Residential)
	South Southern Parkway
	East PD-R (Planned Development Residential)
	West R-1-10 (Residential Single Family)
Land Area:	Approximately 29.26 acres



WHITE DOME COMMERCIAL

0 245 490 980 1,470 1,960 Feet



BACKGROUND:

This is a request for an amendment to the approved Southern Hills West Zone Plan, White Dome Commercial PD-C (Planned Development Commercial). The applicant would like to have a general site plan layout and established drivable access from River Road and White Dome Drive approved to market the site to potential businesses.

The site shows 4 restaurant pads, 2 restaurant/retail pads, 1 large retail pad, a carwash pad, and a retirement assisted/independent living pad. The site offers 1140 parking spaces. It appears the parking will be sufficient to accommodate the pads shown on this site. The proposed uses are listed in the current use list for this development.

While this site plan is clearly conceptual, as the pads develop, they will come back through this process as individual Planned Development Amendments to show the building elevations, specific parking ratios, landscaping etc. Each pad will be closely reviewed during the Site Plan Review process to make sure the specifications of the City codes are met.

PUBLIC HEARING:

The Planning Commission held a public hearing on September 10, 2024. Several members of the public spoke regarding the conditions of River Road and White Dome Drive, specifically the width of these streets and the difficulty maneuvering around large trucks in the area as well as the condition of River Road. There was a comment regarding access to and from the White Sands area, as there is only one way in and out, with the addition of this amount of traffic that would make it more difficult to get out of their neighborhood. They also had concerns about their children's safety because there is a bus stop directly across from the second access to this site on White Dome Drive. One person also commented that this development with its 6 restaurants would make a total of 10 restaurants in that area, she felt they didn't need that many out there.

RECOMMENDATION:

The Planning Commission recommended approval with the conditions and recommendations made by staff as far as the decel, and the right-in, right out in a 7-0 unanimous vote.

1. That there will need to be a deceleration lane on River Road that runs the length of the project.
2. That the access on River Road as well as the first access on White Dome will be right in, right out only.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Table the proposed planned development amendment to a specific date.

POSSIBLE MOTION:

"I move that we approval of the PD amendment for White Dome Commercial as presented, case no. 2024-PDA-017, based on the findings and subject to the conditions listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed used are permitted uses found in this PD-C zone.
2. The proposed planned development amendment meets the requirements found in Section 10-8D-2B.

Exhibit A

Applicant's Narrative

As part of the approved zone change, the commercial portion of the application only addressed the commercial uses and building heights. This was done with the understanding; the applicant would apply for an amended commercial zone change to include more site details.

The new site details the applicant is seeking approval, are:

1. The included site plan
 - a. Site Layout
 - b. Public Road Accesses

The purpose of the proposed site plan is to be able to market the site to potential businesses. If this application is approved and businesses are interested in the site, another amended zone change will be submitted to seek approval for the vertical architecture. At this time, no change is being requested for the uses already approved. For convenience the approved uses have been included in this application.

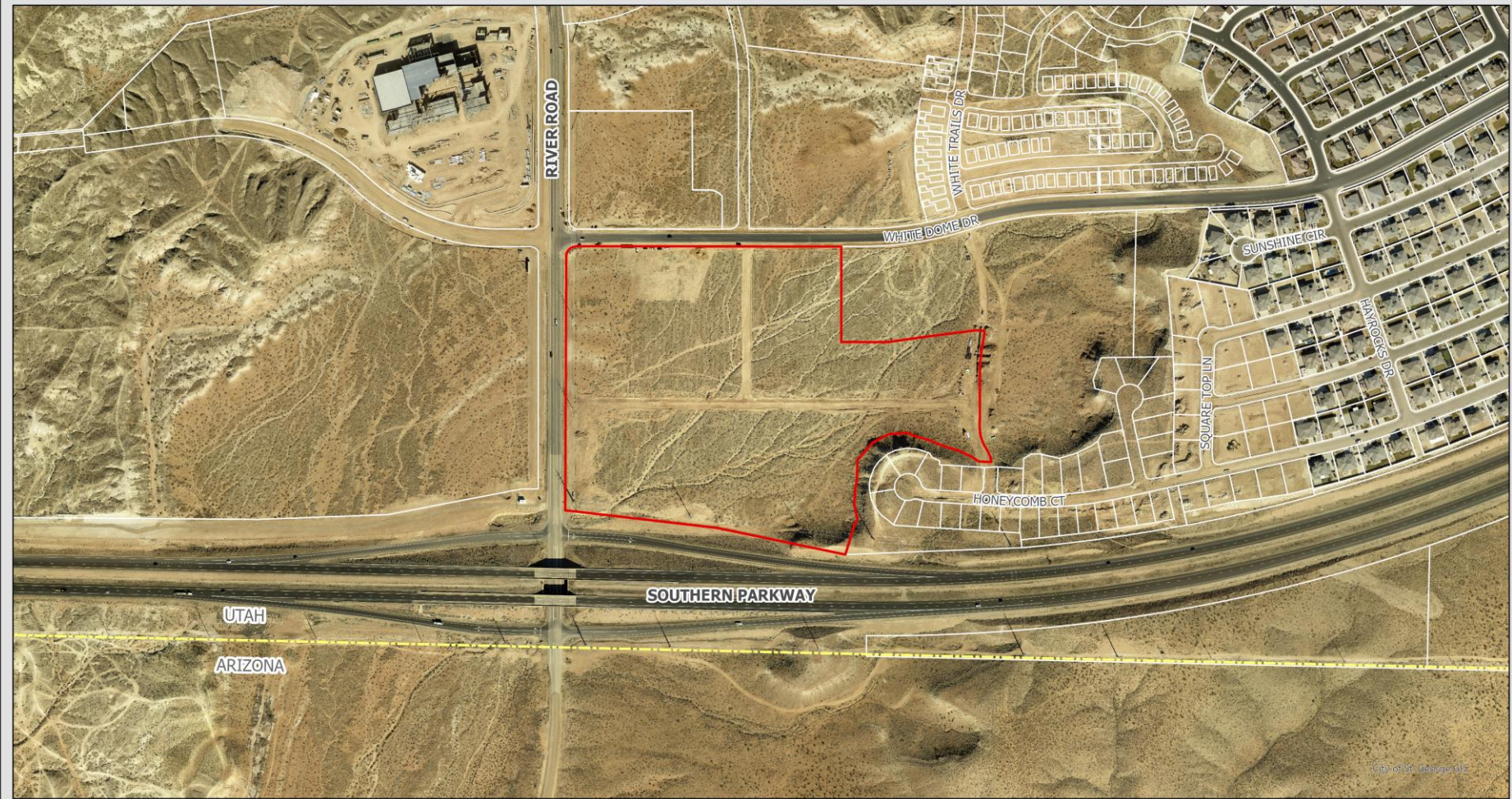
Exhibit B

PowerPoint Presentation

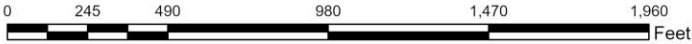
Abstract geometric lines in black on a white background, forming various overlapping polygons and shapes.

WHITE DOME
COMMERCIAL
2024-PDA-017

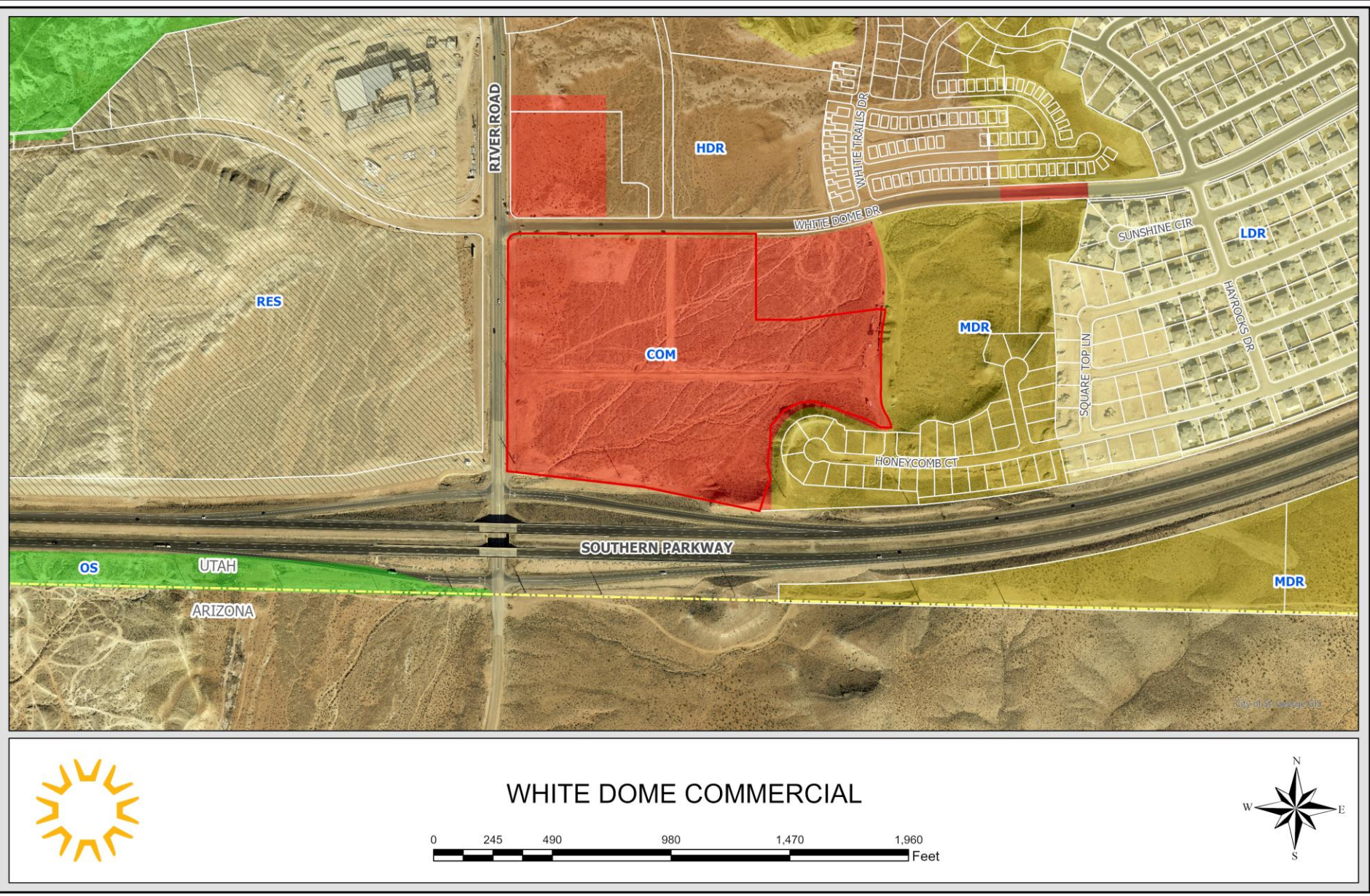
AERIAL MAP



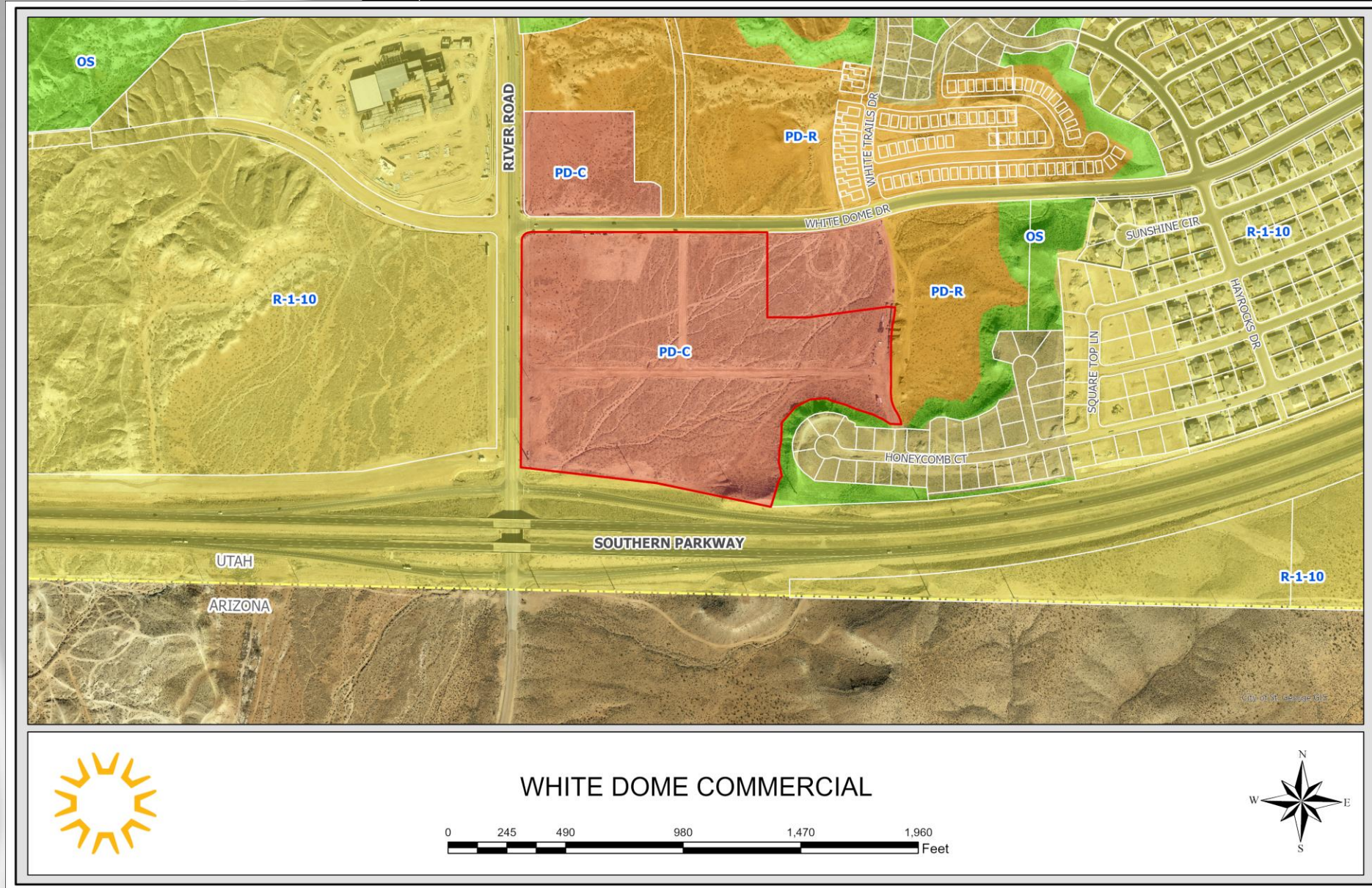
WHITE DOME COMMERCIAL



GENERAL PLAN



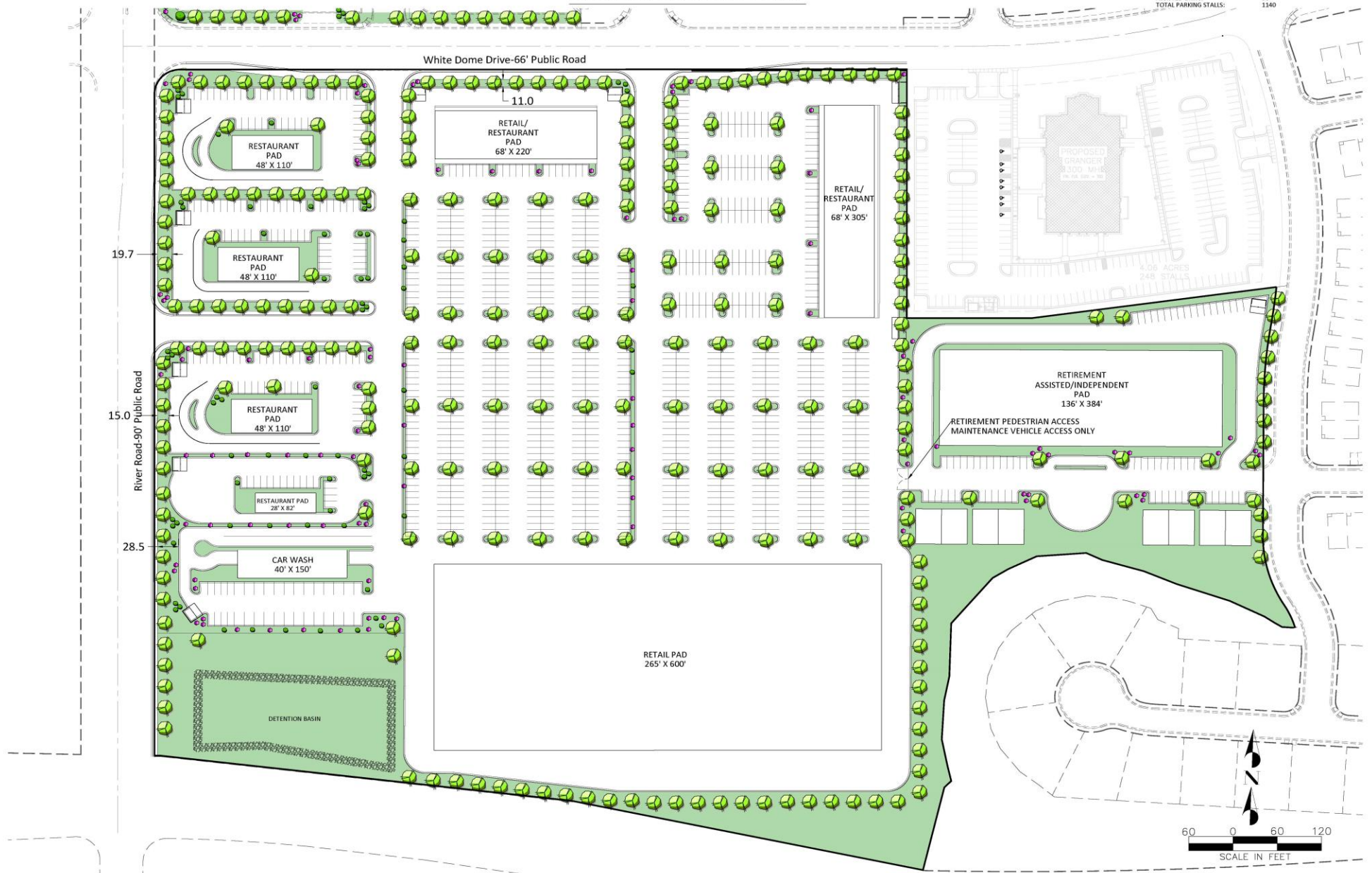
ZONING



PROPOSED PLANNED DEVELOPMENT COMMERCIAL
ZONING LAYOUT PLAN

SITE DATA:

ZONING:	PD-C
SITE AREA:	29.27 ACRES
TOTAL RETAIL PADS:	8 PADS
TOTAL ASSISTED LIVING UNITS:	130
INDEPENDENT UNITS:	72
ASSISTED UNITS:	58
TOTAL PARKING STALLS:	1140



SOUTHERN HILLS
COMMERCIAL DEVELOPMENT
LOCATED IN ST. GEORGE, UTAH
PROPOSED PD COM ZONING

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
111 EAST 200 NORTH SUITE #2
ST. GEORGE, UT 84770
Office (435) 628-2121

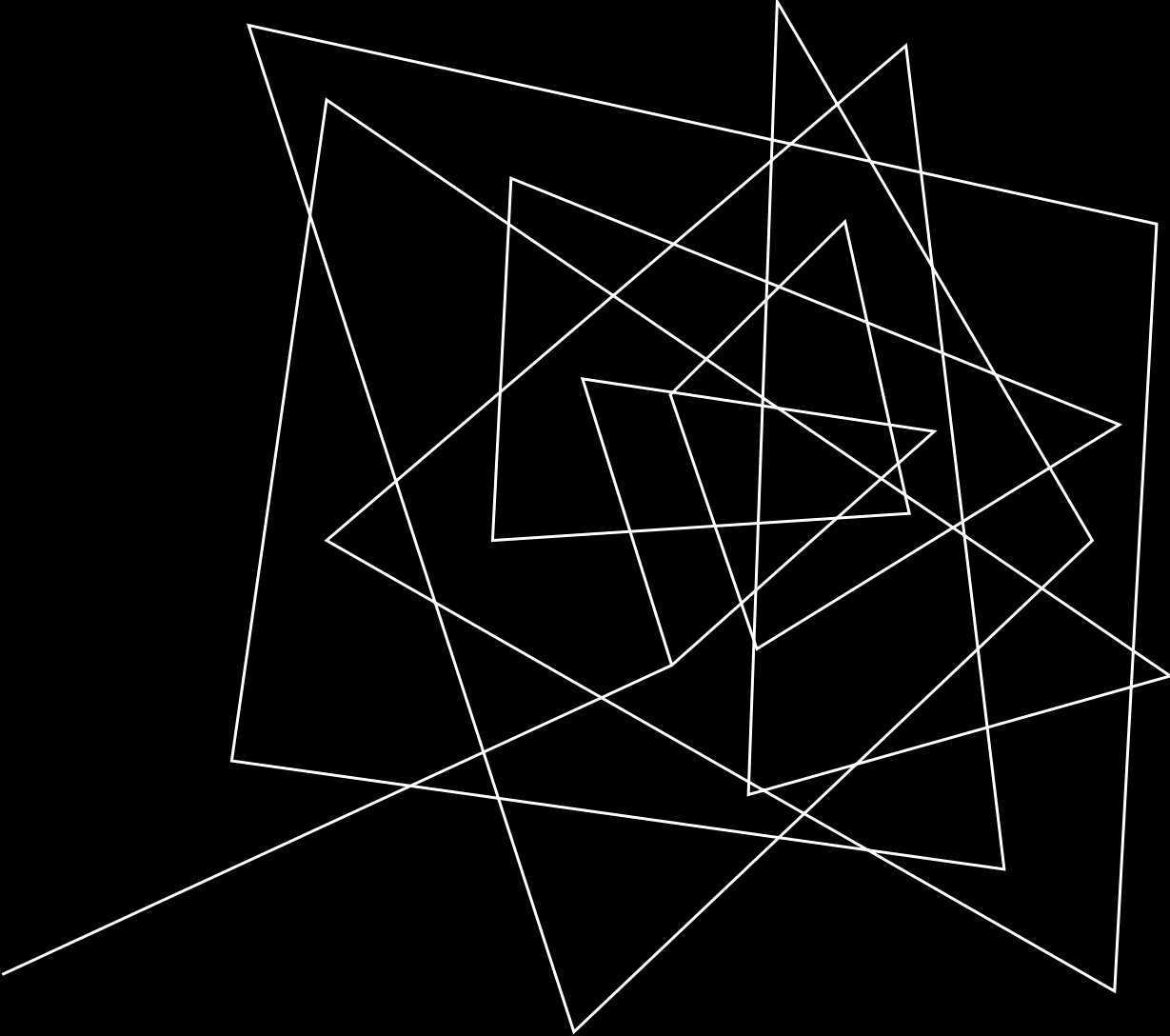


DATE:	JULY 2024
PREP:	RT
DRAWN BY:	RT
DESIGNED BY:	RT
CHECKED BY:	
PROJECT NO.:	23-010
SCALE:	1"=60'

SHEET NUMBER

2C-2

2 OF 2 TOTAL



THE PLANNING COMMISSION
RECOMMENDED APPROVAL WITH THE
CONDITIONS AND RECOMMENDATIONS
MADE BY STAFF AS FAR AS THE DECEL,
AND THE RIGHT-IN, RIGHT OUT IN A 7-0
UNANIMOUS VOTE.

1. THAT THERE WILL NEED TO BE A
DECELERATION LANE ON RIVER ROAD
THAT RUNS THE LENGTH OF THE
PROJECT.
2. THAT THE ACCESS ON RIVER ROAD AS
WELL AS THE FIRST ACCESS ON WHITE
DOME WILL BE RIGHT IN, RIGHT OUT
ONLY.

“I MOVE THAT WE APPROVE
THE PD AMENDMENT FOR
WHITE DOME COMMERCIAL
AS PRESENTED, CASE NO.
2024-PDA-017, BASED ON
THE FINDINGS AND SUBJECT
TO THE CONDITIONS LISTED
IN THE STAFF REPORT.”

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE EXISTING WHITE DOME COMMERCIAL PLANNED DEVELOPMENT COMMERCIAL (PDC) ZONE ON APPROXIMATELY 29.26 ACRES TO APPROVE A SITE PLAN IN THE WHITE DOME COMMERCIAL DEVELOPMENT, LOCATED EAST OF RIVER ROAD BETWEEN WHITE DOME DRIVE AND SOUTHERN PARKWAY TO BE KNOWN AS WHITE DOME COMMERCIAL.

(White Dome Commercial)

WHEREAS, the property owner has requested an amendment to the White Dome Commercial PD on approximately 29.26 acres, to approve the site plan. The site is generally located on the east of River Road between White Dome Drive and Southern Parkway; and

WHEREAS, the City Council held a public meeting on this request on October 3, 2024, to consider the amendment of the White Dome Commercial Planned Development; and

WHEREAS, the Planning Commission held a public hearing on September 10, 2024, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 7-0 vote with the following conditions: 1. That there will need to a deceleration lane on River Road that runs the length of the project. 2 That the access on River Road as well as the first access on White Dome Drive will be a right-in, right out only.

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-C Zone for the property described in Exhibit 'A' shall be amended upon the effective date of this ordinance to reflect the approval of the site plan 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 publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat 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 03rd day of October 2024.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____

EXHIBIT "A"

White Dome Commercial

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WHITE DOME DRIVE ROADWAY DEDICATION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°45'43" EAST ALONG THE SECTION LINE, A DISTANCE OF 422.129 FEET AND SOUTH 01°14'17" WEST 1650.723 FEET FROM THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING SOUTH 88°45'43" EAST ALONG THE SECTION LINE BETWEEN SAID NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 32), SAID POINT BEING THE NORTHWESTERLY BOUNDARY CORNER OF A PARCEL OF GROUND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS DOC. NO. 20210029768 IN THE WASHINGTON COUNTY RECORDER'S OFFICE AND RUNNING THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING (3) THREE COURSES: (1) SOUTH 00°00'39" WEST 354.000 FEET; (2) SOUTH 89°59'21" EAST 169.209 FEET; AND (3) NORTH 82°23'46" EAST 335.084 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 84°13'06" WEST); THENCE ALONG THE ARC OF A 771.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 4°08'09", A DISTANCE OF 55.653 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 651.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°37'05", A DISTANCE OF 109.364 FEET; THENCE SOUTH 00°17'58" WEST 190.657 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 179.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°19'08", A DISTANCE OF 104.093 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 121.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°51'31", A DISTANCE OF 35.603 FEET; THENCE NORTH 86°29'00" WEST 17.753 FEET; THENCE NORTH 59°18'11" WEST 12.037 FEET; THENCE NORTH 57°06'49" WEST 16.158 FEET; THENCE NORTH 64°37'40" WEST 52.116 FEET; THENCE NORTH 71°34'38" WEST 75.712 FEET; THENCE NORTH 67°41'08" WEST 48.313 FEET; THENCE NORTH 74°10'22" WEST 58.636 FEET; THENCE NORTH 65°19'25" WEST 23.811 FEET; THENCE SOUTH 85°57'45" WEST 67.361 FEET; THENCE SOUTH 64°48'52" WEST 42.233 FEET; THENCE SOUTH 59°13'37" WEST 25.082 FEET; THENCE SOUTH 41°00'07" WEST 85.664 FEET; THENCE SOUTH 01°54'46" WEST 75.520 FEET; THENCE SOUTH 11°33'04" WEST 35.056 FEET; THENCE SOUTH 03°21'14" WEST 55.509 FEET; THENCE SOUTH 11°35'03" EAST 38.575 FEET; THENCE SOUTH 13°14'14" EAST 22.092 FEET; THENCE SOUTH 45°43'40" WEST 13.008 FEET; THENCE SOUTH 13°49'59" WEST 121.289 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING (3) THREE COURSES: (1) NORTH 78°18'17" WEST 486.140 FEET; (2) NORTH 83°25'04" WEST 561.240 FEET; AND (3) NORTH 88°44'02" WEST 8.558 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE RIVER ROAD EXTENSION AMENDED ROADWAY DEDICATION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 00°00'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 941.743 FEET TO A POINT OF CURVATURE AND A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE WHITE DOME DRIVE ROADWAY DEDICATION; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES: (1) RUNNING NORTHEASTERLY ALONG THE ARC OF A 35.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.978 FEET; AND (2) NORTH 89°59'13" EAST 985.501 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,274,890 SQ. FT., (29.267 ACRES)

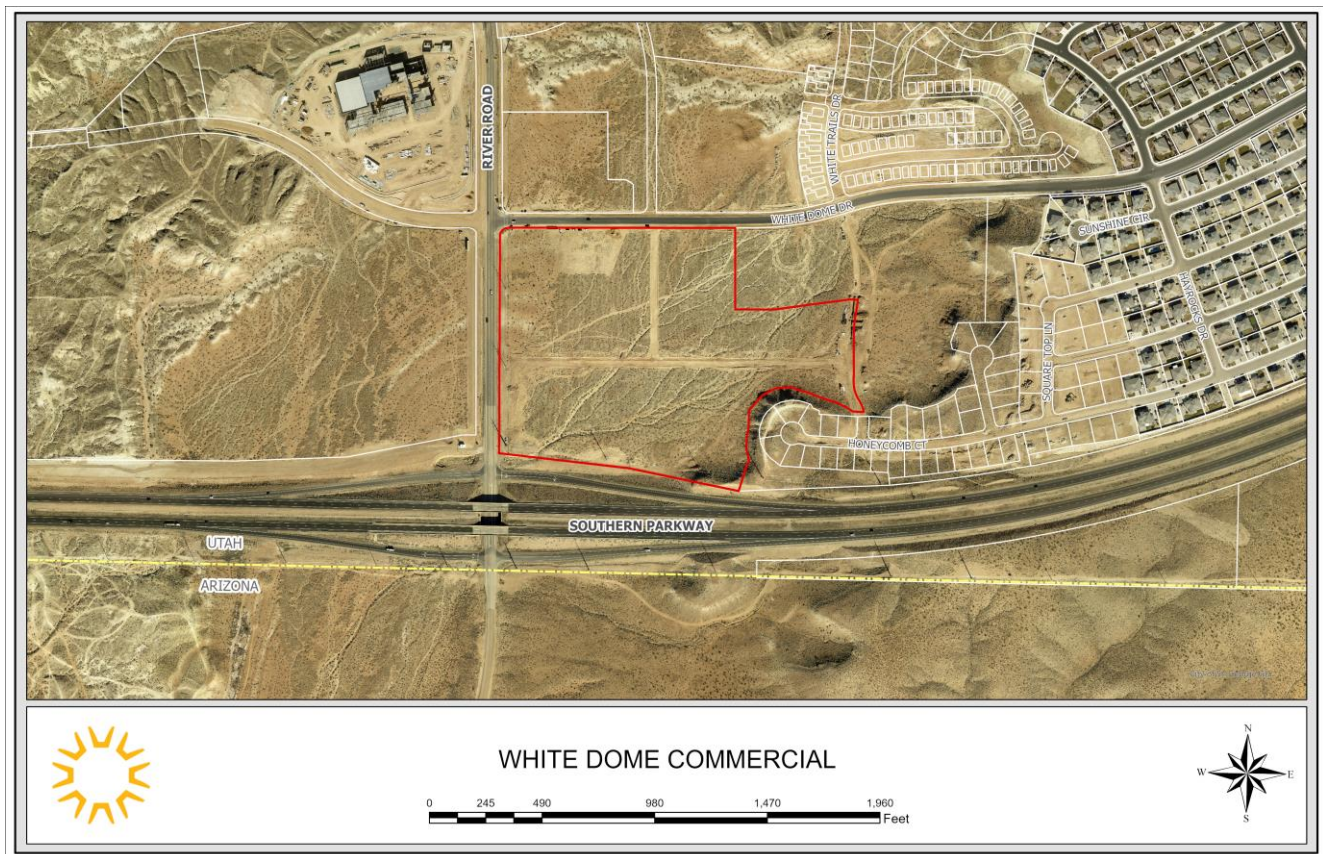
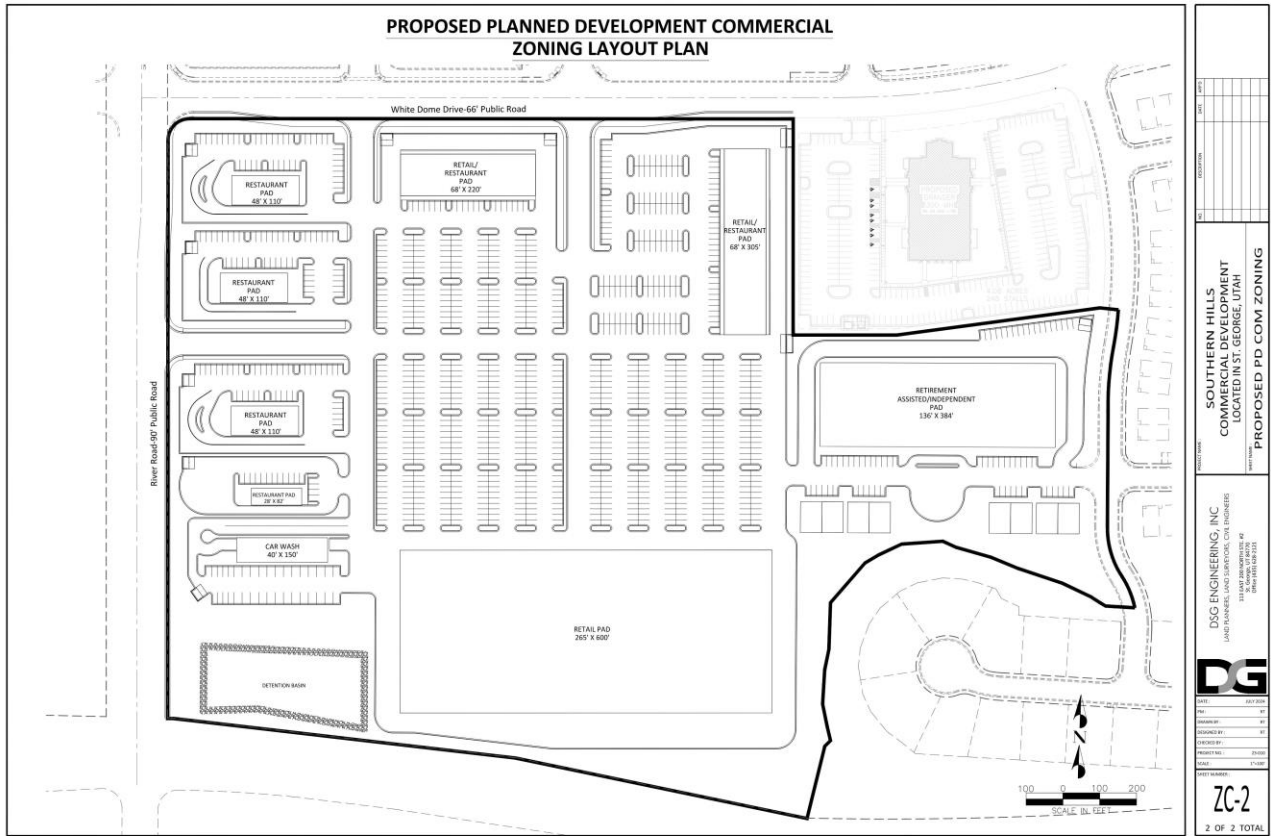


EXHIBIT "B"





Agenda Date: 10/03/2024

Agenda Item Number: 09

Subject:

Consider approval of Ordinance No. 2024-061 amending Section 9-1-1 of City Code to adopt the most recent version of the construction codes adopted by the state of Utah including appendices and amendments. (Building Code Adopted - Case No. 2024-ZRA-012)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: City of St. George

Reference Number: 2024-ZRA-012

Address/Location:

175 East 200 North

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

This section of the St George municipal code currently adopts the International Building Code 2000 edition with the exception of appendix B, entitled board of appeals. The building code (Title 9) was last revised in 2005 to adopt the 2000 International Building Code. The codes for construction standards are revised every three years and are then adopted and amended by the state of Utah.

Staff Narrative (need/purpose):

This is a request to amend a portion of the City building code, Title 9-1-1, to amend the code to adopt the most recent version of the construction codes adopted by the state of Utah including appendices and amendments. This change allows the City code to update seamlessly when the State of Utah adopts a new version of the code.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

At their meeting held on August 27, 2024 the Planning Commission held a public hearing and forwarded a positive recommendation with a 6-0 unanimous vote; there were no public comments.

PLANNING COMMISSION AGENDA REPORT: 08/27/2024

CITY COUNCIL AGENDA REPORT: 10/03/2024

AMENDMENTS TO TITLE 9-1-1 Building Code Adopted

This section of the St George municipal code currently adopts the International Building Code 2000 edition with the exception of appendix B, entitled “board of appeals”.

REQUEST:

This is a request to amend a portion of the city building ordinance, Title 9-1-1, to amend the code to adopt the most recent version of the construction codes adopted by the state of Utah including appendices and amendments. This change allows our code to update seamlessly when the state of Utah adopts a new version of the code. The applicant is the City of St. George. Case No. 2024-ZRA-012.

BACKGROUND:

The building code (Title 9) was last revised in 2005 to adopt the 2000 International Building Code. The codes for construction standards are revised every three years and are then adopted and amended by the state of Utah.

Proposed Changes:

The proposed revisions are attached as Exhibit A.

- The additions are underlined in **blue**
- The removals are crossed out in **red**

RECOMMENDATION:

The Planning Commission held a public hearing on August 27, 2024. There were no public comments. The Planning Commission recommended approval with a 6-0 unanimous vote.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:

“I move that we approve the changes to Title 9-1-1 as proposed by staff and contained in exhibit ‘A’, case no. 2024-ZRA-012, based on the findings listed in the staff report.”

FINDINGS:

1. It is in the best interest of the city to update city building regulations periodically.
2. The proposed revisions will allow the building code to change with the state of Utah code changes.

EXHIBIT A

PROPOSED CHANGES TO TITLE 9-1-1

9-1-1:

BUILDING CODE ADOPTED:

A. *Adopted:* ~~The International Building Code is hereby adopted, including all appendix chapters, with the exception of appendix B, entitled "board of appeals," as published by the International Code Council, as the code of the city for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses in the city and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and terms of such International Building Code, 2000 edition, with the exception of appendix B, entitled "board of appeals," published by the International Code Council, on file in the office of the city recorder, and as adopted and amended by the state, together with amendments thereto in the future made by the state, are hereby referred to, adopted and made a part hereof as if fully set out in this section. (Ord. 2005-11-004, 11-17-2005)~~ The most recent version of construction codes adopted by the state of Utah and appendices and the state's amendments thereto are incorporated by reference and hereby adopted: international building code, international existing building code, international residential code, international plumbing code, international mechanical code, national electrical code, national electrical code, international energy conservation code, international fire code, international fuel gas code, the HUD code, and the model manufactured home installation standard. Unless otherwise provided, the adoption of each code shall include the adoption of appendices and subsequent amendments required by the state and those specifically adopted in this chapter.

B. *Revisions:* ~~The following sections are hereby revised:~~ Notwithstanding the adopted codes, any appeal of an administrative decision regarding the adopted codes shall follow the process found in Title 1, Chapter 15 of City Code.

~~Section 8101.1 Insert: City of St. George.~~

~~Table R301.2(1) Insert: Ground Snow Load — 21 lbs.~~

~~Roof Snow Load — 15 lbs.~~

~~Wind Speed (mph) — 90.~~

~~Seismic Design Category — soils/engineering.~~

~~Weathering — moderate.~~

~~Frost Line Depth — 12 inches.~~

~~Termite — moderate to heavy.~~

~~Decay — none/slight.~~

~~Design Temperature dry bulb 2.5% 102o, wet bulb 2.5% 70o.~~

~~Flood Hazards — (a) August 19, 1987 and (b) January 7, 1998. (Ord. 2002-02-010, 2-7-2002; amd. 2003 Code)~~

~~The St. George City Code is current through Ordinance 2024-043, passed July 18, 2024.~~

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

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[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

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EXHIBIT B

POWERPOINT PRESENTATION



2024-ZRA-012

Title 9-1-1

Building Code Adopted

Building Code Amendments

- 9-1-1:
- **BUILDING CODE ADOPTED:**
- A. *Adopted:* ~~The International Building Code is hereby adopted, including all appendix chapters, with the exception of appendix B, entitled "board of appeals," as published by the International Code Council, as the code of the city for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses in the city and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and terms of such International Building Code, 2000 edition, with the exception of appendix B, entitled "board of appeals," published by the International Code Council, on file in the office of the city recorder, and as adopted and amended by the state, together with amendments thereto in the future made by the state, are hereby referred to, adopted and made a part hereof as if fully set out in this section. (Ord. 2005-11-004, 11-17-2005~~

Building Code Amendments

- The most recent version of construction codes adopted by the state of Utah and appendices and the state's amendments thereto are incorporated by reference and hereby adopted: international building code, international existing building code, international residential code, international plumbing code, international mechanical code, national electrical code, national electrical code, international energy conservation code, international fire code, international fuel gas code, the HUD code, and the model manufactured home installation standard. Unless otherwise provided, the adoption of each code shall include the adoption of appendices and subsequent amendments required by the state and those specifically adopted in this chapter.

Building Code Amendments

- B. ~~Revisions: The following sections are hereby revised:~~ Notwithstanding the adopted codes, any appeal of an administrative decision regarding the adopted codes shall follow the process found in Title 1, Chapter 15 of City Code.

Building Code Amendments

~~Section 8101.1 Insert: City of St. George.~~

~~Table R301.2(1) Insert: Ground Snow Load – 21 lbs.~~

~~Roof Snow Load – 15 lbs.~~

~~Wind Speed (mph) – 90.~~

~~Seismic Design Category – soils/engineering.~~

~~Weathering – moderate.~~

~~Frost Line Depth – 12 inches.~~

~~Termite – moderate to heavy.~~

~~Decay – none/slight.~~

~~Design Temperature dry bulb 2.5% 102o, wet bulb 2.5% 70o.~~

~~Flood Hazards – (a) August 19, 1987 and (b) January 7, 1998. (Ord. 2002-02-010, 2-7-2002; amd. 2003 Code)~~

sgcityutah.gov



Building Permits Online

Please visit our [Citizen Serve Portal Here](#)
to request a building permit. Thank you

Start A Building Permit Here

Design Criteria

1. Table R301.2(1) Insert: Ground Snow Load - 21 lbs.
2. Roof Snow Load - 20 lbs.
3. Wind Speed (mph) - 105 mph
4. Seismic Design Category - D/soils/engineering.
5. Weathering - moderate.
6. Frost Line Depth - 12 inches.
7. Termite - moderate to heavy.
8. Decay - none/slight.
9. Design Temperature dry bulb 2.5% 102o, wet bulb 2.5% 70o.
10. Flood Hazards - (a) August 19, 1987 and (b) January 7, 1998.

PC Recommendation:

The Planning Commission recommended approval with a 6-0 unanimous vote.

Possible Motion:

“I move that we approve the changes to Title 9-1-1 as proposed by staff and contained in exhibit ‘A’, case no. 2024-ZRA-012, based on the findings listed in the staff report.”

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9-1-1, BUILDING CODE ADOPTED, OF THE ST. GEORGE CITY CODE, TO AMEND PORTIONS OF THE CITY BUILDING ORDINANCE TO ADOPT THE MOST RECENT VERSION OF THE CONSTRUCTION CODES ADOPTED BY THE STATE OF UTAH INCLUDING APPENDICES AND AMENDMENTS. CASE No. 2024-ZRA-012.

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend provisions of city code, Title 9-1-1, Building Code Adopted, to amend the code to adopt the most recent version of the construction codes adopted by the state of Utah including appendices and amendments; and

WHEREAS, after careful consideration, the city council has determined that amending Title 9-1-1 is in the best interest of the health, safety and welfare of the citizens of St. George to update the to amend the code to adopt the most recent version of the construction codes adopted by the state of Utah including appendices and amendments; and

WHEREAS, the Planning Commission held a public hearing on August 27, 2024, and thereafter forwarded a recommendation for approval of the requested code amendment to the City Council; and

WHEREAS, the City Council held a public meeting on October 3, 2024, on the requested code amendment; and

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 St. George city code is hereby amended by adopting changes and revisions to Title 9 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 03rd day of October 2024.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Jami Brackin, Deputy City Attorney

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A

9-1-1:

BUILDING CODE ADOPTED:

A. *Adopted:* ~~The International Building Code is hereby adopted, including all appendix chapters, with the exception of appendix B, entitled "board of appeals," as published by the International Code Council, as the code of the city for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses in the city and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and terms of such International Building Code, 2000 edition, with the exception of appendix B, entitled "board of appeals," published by the International Code Council, on file in the office of the city recorder, and as adopted and amended by the state, together with amendments thereto in the future made by the state, are hereby referred to, adopted and made a part hereof as if fully set out in this section. (Ord. 2005-11-004, 11-17-2005)~~ The most recent version of construction codes adopted by the state of Utah and appendices and the state's amendments thereto are incorporated by reference and hereby adopted: international building code, international existing building code, international residential code, international plumbing code, international mechanical code, national electrical code, national electrical code, international energy conservation code, international fire code, international fuel gas code, the HUD code, and the model manufactured home installation standard. Unless otherwise provided, the adoption of each code shall include the adoption of appendices and subsequent amendments required by the state and those specifically adopted in this chapter.

B. *Revisions:* ~~The following sections are hereby revised:~~ Notwithstanding the adopted codes, any appeal of an administrative decision regarding the adopted codes shall follow the process found in Title 1, Chapter 15 of City Code.

~~Section 8101.1 Insert: City of St. George.~~

~~Table R301.2(1) Insert: Ground Snow Load – 21 lbs.~~

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~~The St. George City Code is current through Ordinance 2024-043, passed July 18, 2024.~~

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Agenda Date: 10/03/2024

Agenda Item Number: 10

Subject:

Consider approval of Ordinance No. 2024-062 amending Title 10 of the City code to add provisions for Live/Work Units to be allowed in the downtown residential zones with specific standards. (Live Work Units - Case No. 2024-ZRA-002)

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: Lynn Potter

Reference Number: 2024-ZRA-002

Address/Location:

N/A

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

The proposed amendment would add Live/Work Units as a permitted use in the R-1-8, R-2, R-3, R-4, and RCC Zones that also have the Connected Corridor or Connected Neighborhood land use designation. It is proposed that Live/Work Units be allowed as a permitted with standards use, with specific standards described in Section 10-17A of the City Code. At their meeting held on September 10, 2024, the Planning Commission held a public hearing and recommended approval with a vote of 6-0; there were no public comments.

Staff Narrative (need/purpose):

City staff and the applicant have worked closely together on this code amendment. A Live/Work Unit is a mixed-use designation, but it differs from mixed use in that there is no separation (fire barrier) between the commercial and residential use. At this time, Live Work Units are not allowed in St. George. This proposal is to allow Live Work Units in our downtown residential neighborhoods.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 6-0 vote, the planning commission recommended approval of the amendment to Title 10-2, 10-7B, 10-7C, 10-7E, and 17A of the city code to add provisions for Live/Work Units with the following conditions: 1. That outdoor retail display areas may extend five feet into the front yard, measured from the primary structure or the front porch when applicable, but in no case shall be closer than fifteen feet from the back of sidewalk. 2. That outdoor retail displays are limited to the hours between 8:00 AM and 6:00 PM and must be placed indoors at all other times. This includes all temporary structures in conjunction with the displays. Umbrellas and dining tables in conjunction with outdoor dining for a restaurant are not included. These recommendations have been included in the proposed ordinance in Section 10-17A-21.J.

PLANNING COMMISSION AGENDA REPORT: 06/25/2024
PLANNING COMMISSION AGENDA REPORT: 09/10/2024
CITY COUNCIL AGENDA REPORT: 10/03/2024

ZONING REGULATION AMENDMENT
Live Work Units in Downtown
(2024-ZRA-002)

Amendment to Title 10-2 Definitions

Amendment to Title 10-7B Allowed Uses in the Single Family Residential Zone

Amendment to Title 10-7C Allowed Uses in the Multiple Family Residential Zone

Amendment to Title 10-7E Allowed Uses in the RCC District

Amendment to Title 10-17A Specific Standards

REQUEST:

Consider a request to amend Title 10-2, Definitions; 10-7B, Single Family Residential Zone; 10-7C, Multiple Family Residential Zone; 10-7E, Residential Central City Zone; and 10-17A, Specific Standards; of the city code to add provisions for Live/Work Units to be allowed in the R-1-8, R-2, R-3, R-4, and RCC Zone with specific standards. The applicant is Lynn Potter. (Case No. 2024-ZRA-002)

BACKGROUND:

This item has been to the Planning Commission twice. In June when this first went to the Planning Commission, they recommended approval of this item. Since that time, staff worked on making a few updates to this proposed amendment to increase the allowed locations for a live/work unit in the downtown area. Since our downtown has so many different zones, staff added a few more allowed zoning areas, including R-1-8, Single family residential zone and the R-2, R-3, and R-4 of the Multiple Family Residential District zone. In addition, staff added that a live/work unit is required to be located on a public street. The requirement of having a live/work unit allowed in a location that has the land use designation of Connected Corridor or Connected Neighborhood remains. This means that live/work units will only be allowed downtown at this point in time.

City staff and the applicant have worked closely together on this code amendment. The proposed amendment would add Live/Work Units as a permitted use in the R-1-8, R-2, R-3, R-4, and RCC Zones that also have the Connected Corridor or Connected Neighborhood land use designation. It is proposed that Live/Work Units be allowed as a permitted with standards use, with specific standards described in Section 10-17A of the City Code.

A Live/Work Unit is a mixed-use designation, but it differs from mixed use in that there is no separation (fire barrier) between the commercial and residential use. In mixed use, the

residential and commercial units are entered from different locations. For example, if you were in the commercial portion of a mixed-use building, you would need to exit that commercial portion and then enter the residential section. In a Live/Work Unit, you could have a retail store on the main level and enter the residential portion by going up the stairs inside the retail store.

The specific standards for Live/Work Units have been outlined in the following categories:

- Occupancy
- Structure
- Parking
- Allowable Uses
- Landscape
- Lighting
- Signage
- Hours of Operation

Proposed Changes:

The proposed revisions to Title 10 are shown in Exhibits A, B, C, D, and E.

The proposed additions are in red and underlined.

RECOMMENDATION:

With a 6-0 vote, the planning commission recommended approval of the amendment to Title 10-2, 10-7B, 10-7C, 10-7E, and 17A of the city code to add provisions for Live/Work Units with the following conditions:

1. That outdoor retail display areas may extend five feet into the front yard, measured from the primary structure or the front porch when applicable, but in no case shall be closer than fifteen from the back of sidewalk.
2. That outdoor retail displays are limited to the hours between 8:00 AM and 6:00 PM and must be placed indoors at all other times. This includes all temporary structures in conjunction with the displays. Umbrellas and dining tables in conjunction with outdoor dining for a restaurant are not included.

These recommendations have been included in the proposed ordinance in Section 10-17A-21.J.

ALTERNATIVES:

1. Approve as presented.
2. Approve with changes.
3. Deny this request.
4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:

I move we approve ordinance No. 2024-xxx, an amendment to Title 10-2, 10-7B, 10-7C, 10-7E, and 17A of the city code to add provisions for Live/Work Units with specific standards as recommended by the planning commission.

FINDINGS:

1. It is in the best interest of the city to update city zoning regulations periodically.
2. The proposed revisions will allow the city to welcome appropriate business activity at approved locations.

EXHIBIT A

Proposed Amendment to Title 10-2

10-2-1:

DEFINITIONS:

ARTISAN'S WORKSHOP: An establishment, not exceeding 1,500 square feet of floor area, for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leathercraft, hand-woven articles, and related items.

Proposed Amendment to Title 10-7E-1

ARTICLE E. RESIDENTIAL CENTRAL CITY ZONE (RCC, R-1-C)

10-7E-1:

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter "P" below are permitted in the designated zone.
- B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

City facility, primary	P
City facility accessory uses: accessory structure and use	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
<u>Live Work Units</u>	<u>PS</u>
Religious facility, primary	P
School, public or charter, primary	P

Single-family dwelling, primary		P
Single-family dwelling accessory uses:	Accessory structure and use	P
	Child care, in-home babysitting	P
	Child care, family	P
	Guesthouse	PS
	Home occupation	P
	Accessory dwelling unit	PS
	Small animals (not produced for food) up to 8 animals	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management	P

[illegible]

		R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
Communication transmission facilities, including wireless, primary, height over 50'		<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Live Work Unit</u>				<u>PS</u>				
Public utility facilities, primary		<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>
Public utility facilities accessory uses; accessory structures		P	P	P	P	P	P	P
Religious facility, primary		P	P	P	P	P	P	P
School, public or charter, primary		P	P	P	P	P	P	P
Short-term residential rental		<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>
Single-family dwelling, primary		P	P	P	P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use	P	P	P	P	P	P	P
	Agriculture	P	P	P	P	P	P	P
	Apiaries/beekeeping					<u>PS</u>	<u>PS</u>	<u>PS</u>
	Child care, in-home babysitting	P	P	P	P	P	P	P
	Child care, family	P	P	P	P	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P	P	P	P

		R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
	Guesthouse				PS	PS	PS	PS
	Home occupation	P	P	P	P	P	P	P
	Accessory dwelling unit	PS	PS	PS	PS	PS	PS	PS
	Small animals (not produced for food) up to 8 animals	P	P	P	P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits	P	P	P	P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management	P	P	P	P	P	P	P

EXHIBIT D

Proposed Amendment to Title 10-7C-1

ARTICLE C. MULTIPLE-FAMILY RESIDENTIAL ZONES

(R-2, R-3, R-4)

10-7C-1:

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter "P" below are permitted in the designated zone.
- B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

	R-2	R-3	R-4
City facility, primary	P	P	P
City facility accessory uses: accessory structure and use	P	P	P
Communication transmission facilities, including wireless, primary height 50' or less	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C

		R-2	R-3	R-4
<u>Live Work Unit</u>		<u>PS</u>	<u>PS</u>	<u>PS</u>
Multiple-family over 20 dwelling units or 12 du/ac		<u>C</u>	<u>C</u>	<u>C</u>
Public utility facilities, primary		<u>PS</u>	<u>PS</u>	<u>PS</u>
Public utility facilities accessory uses: accessory structures		P	P	P
Religious facility, primary		P	P	P
School, public or charter, primary		P	P	P
2- and single-family dwelling, primary		P	P	P
2- and single-family dwelling accessory uses:	Accessory structure and use	P	P	P
	Agriculture	P	P	P
	Child care, in-home babysitting	P	P	P
	Child care, family	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P
	Guesthouse	<u>PS</u>	<u>PS</u>	<u>PS</u>
	Home occupation	P	P	P
	Small animals (not produced for food) up to 2 animals	P	P	P

EXHIBIT E

Proposed amendment to Title 10-17A-21

Downtown Live Work Units – Specific Standards

10-17A-21: Downtown Live Work Units – SPECIFIC STANDARDS:

In addition to compliance with the RCC (Residential Central City) Zone development and architectural standards (10-7E-2, 10-7E-3); the R-1-8 (Single Family Residential, 8,000 minimum lot size) Zone standards; and the R-2, R-3, R-4 (Multiple Family Residential) Zone standards, Live Work Units shall meet the following additional standards:

A. Location: Live Work Units shall be permitted in the following locations:

1. Within an RCC, R-1-8, R-2, R-3, or R-4 Zone that has Connected Neighborhood or Connected Corridor as the Land Use Designation.
2. The Live Work Unit shall be located on a public street.

B. Occupancy:

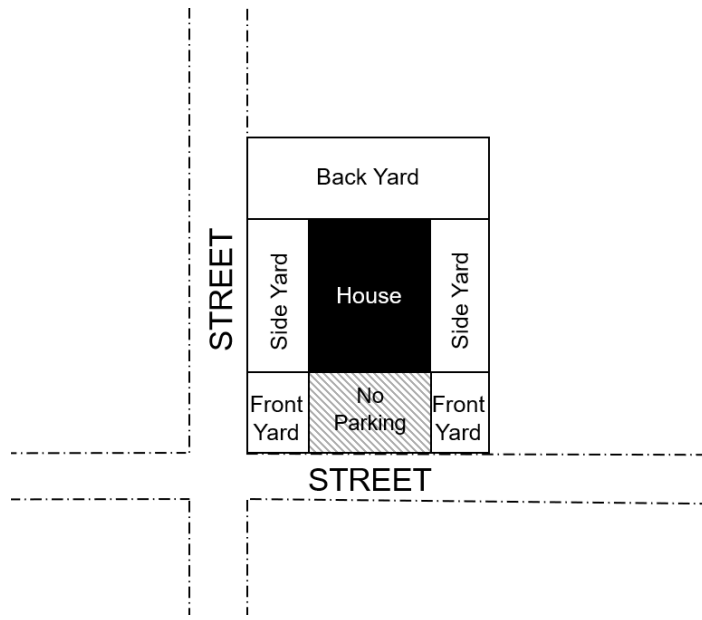
1. The nonresidential use must be operated by a resident of the live-work unit.

C. Structure:

1. Live/work units are allowed in a single-family detached unit, or a multifamily unit built to commercial building and fire code standards.
2. The live/work unit shall not be greater than 3,000 square feet unless the adopted building code provisions are met.
3. The nonresidential area shall not be greater than 50% of each live/work unit.
4. In a multi-floor structure, the nonresidential area shall be limited to the first or main floor only.
5. Only one (1) housing/work unit is allowed per lot.
6. An accessory dwelling unit is allowed on a lot that contains a live/work unit according to the requirements found in Section 10-17A-3 of the City Code.

D. Parking:

1. The required off-street residential parking spaces shall comply with the Residential Area Requirements found in 10-19-4.
2. In addition to the required residential parking, the required off-street commercial parking spaces shall be a minimum of one (1) parking space per 500 square feet of commercial space.
3. Location of Parking: No commercial parking area shall be located within the front yard area shown below in the hatched area labeled as No Parking. Parking may be located within the street-side setback on a corner lot. Parking must be set back at least ten feet (10') from the back of sidewalk and screened from the street and neighboring property by a three and a half foot (3 ½') solid masonry wall or by a three and a half foot (3 ½') landscaped berm.



E. Live Work Commercial Use List:

Any commercial use not specifically permitted is prohibited. Uses indicated by the letter "P" below are permitted. Only the following commercial uses are allowed in Live Work Units:

<u>Bed and Breakfast</u>	<u>P</u>
<u>Professional Artisan's workshop</u>	<u>P</u>
<u>Office</u>	<u>P</u>
<u>Personal Care Services</u>	<u>P</u>
<u>Personal Instruction Services</u>	<u>P</u>
<u>Restaurant limited to 1000 square feet of dining area</u>	<u>P</u>
<u>Retail no larger than 1000 square feet</u>	<u>P</u>

F. Landscape:

1. Landscape is required in the front yard and shall include street trees and comply with the Minimum Landscaping Standards found in Section 10-23-1, 2.

G. Lighting:

1. All outdoor lighting shall be fully shielded and downward directed.

2. No outdoor pole lighting is allowed.

H. Signage:

1. One (1) wall sign not to exceed 4 square feet is allowed per property.
2. One (1) monument sign not to exceed five feet (5') in height, measured from the sidewalk grade, and nine (9) square feet in size is allowed.
3. No internally illuminated signs or electronic message board signs are allowed.

I. Hours of Operation:

1. All business-related outdoor activity, including, but not limited to, deliveries, pickups, noise, dining areas, or unreasonable disturbance in excess of that which is normal to a residential use, shall be conducted between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M.

J. Outdoor Display Area:

1. Outdoor retail display areas may extend five feet (5') into the front yard, measured from the primary structure or the front porch when applicable, but in no case shall be closer than fifteen feet (15') from the back of sidewalk.
2. All pedestrian pathways are to remain unobstructed.
3. Outdoor retail displays are limited to the hours between 8:00 AM and 6:00 PM and must be placed indoors at all other times. This includes all temporary structures in conjunction with the displays. Umbrellas and dining tables in conjunction with outdoor dining for a restaurant are not included.

EXHIBIT F
PowerPoint Presentation

Live/Work Units in the Downtown

2024-ZRA-002

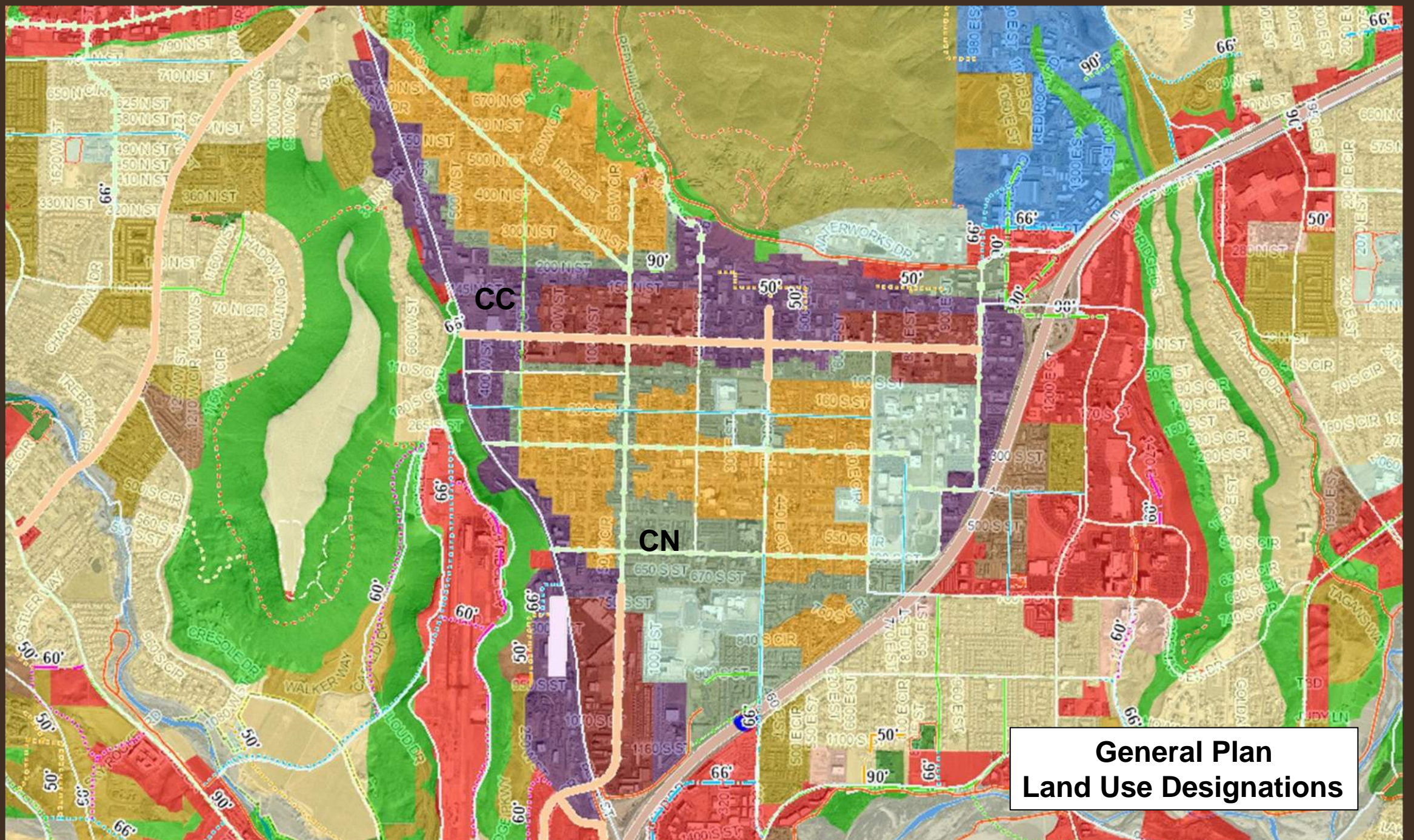


The difference between Mixed Use and a Live/Work Unit



The difference between Mixed Use and a Live/Work Unit





Allowed Uses in the RCC, R-1-8, R-2, R-3 and R-4 Districts

Religious facility, primary	P
School, public or charter, primary	P
Live Work Units	PS
Single-family dwelling, primary	P

Location

The Live Work Unit shall be located on a public street



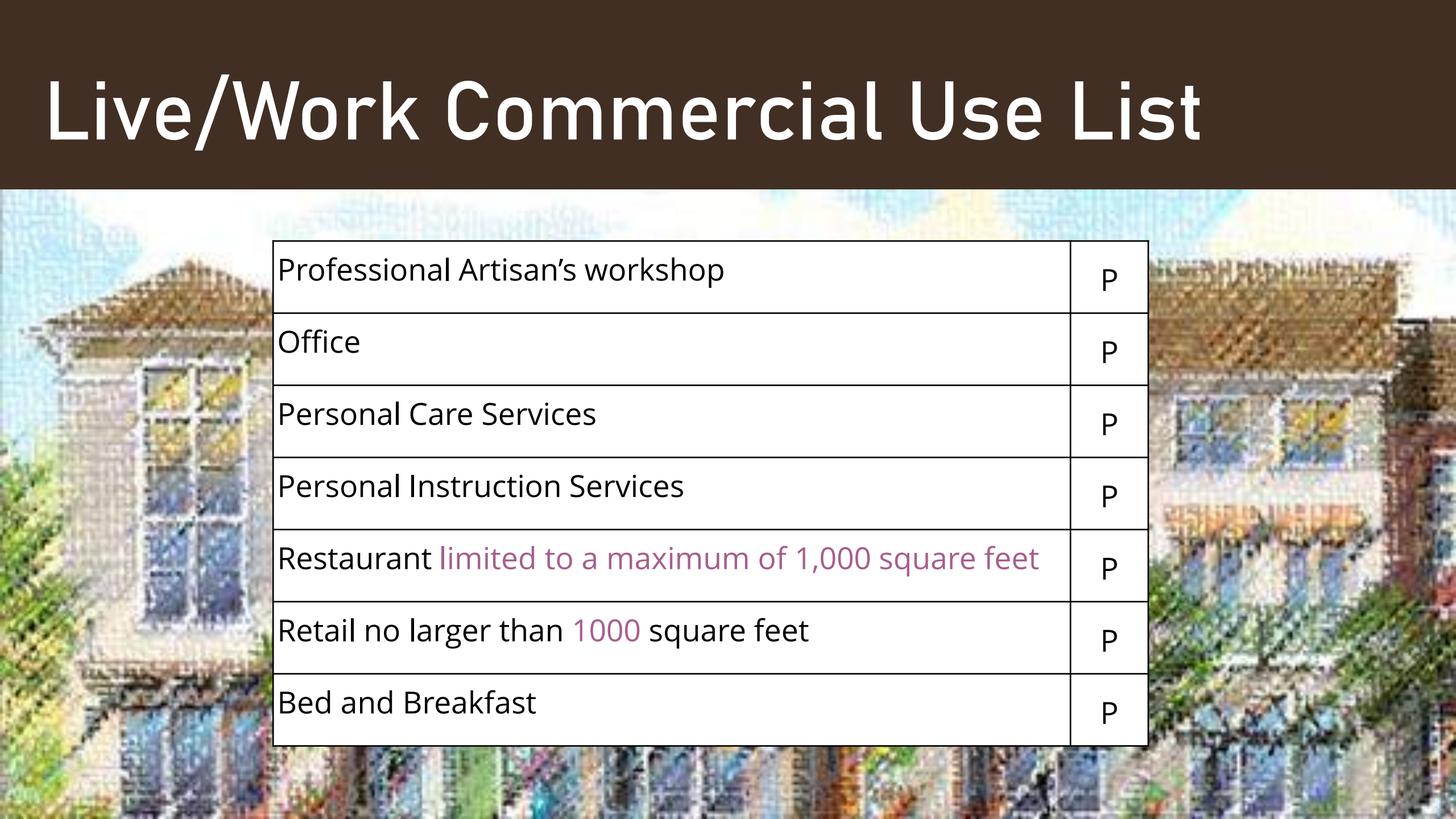
Occupancy

The nonresidential use must be operated by a resident of the live-work unit.

Structure

- **The live/work unit shall not be greater than 3,000 square feet**
- **Nonresidential area shall not be greater than 50%**
- **Nonresidential area shall be limited to the first or main floor only**

Live/Work Commercial Use List



Professional Artisan's workshop	P
Office	P
Personal Care Services	P
Personal Instruction Services	P
Restaurant <i>limited to a maximum of 1,000 square feet</i>	P
Retail no larger than <i>1000</i> square feet	P
Bed and Breakfast	P

10-2-1 Definitions

ARTISAN'S WORKSHOP: An establishment, not exceeding 1,500 square feet of floor area, for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leathercraft, hand-woven articles, and related items.

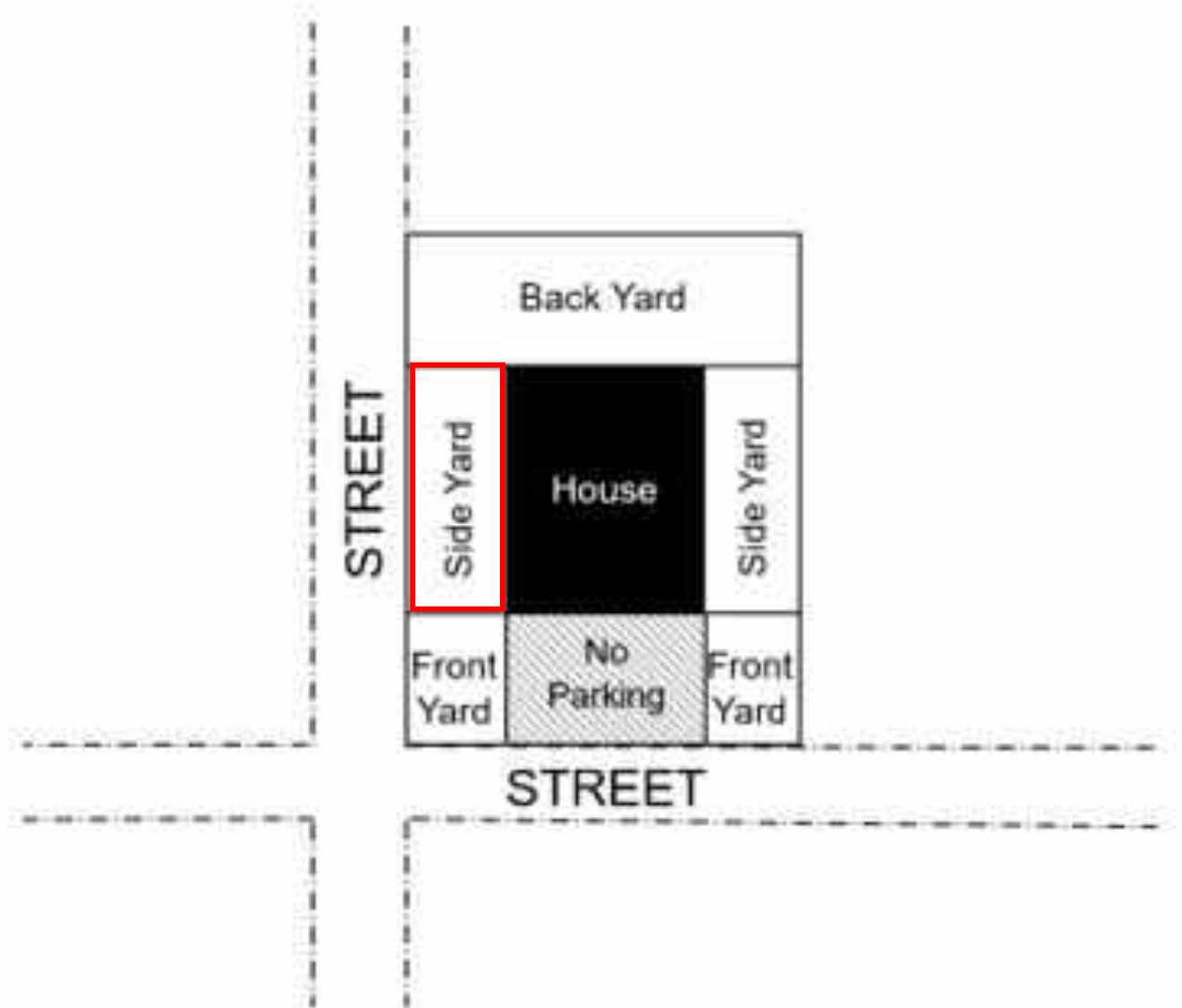
Parking

1. The required off-street residential parking spaces shall comply with the Residential Area Requirements found in 10-19-4.
2. In addition to the required residential parking, the required off-street commercial parking spaces shall be a minimum of one (1) parking space per 500 square feet of commercial space.





Location of Parking: No commercial parking area shall be located within the front yard area shown below in the hatched area labeled as No Parking. Parking may be located within the street-side setback on a corner lot. Parking must be set back at least ten feet (10') from the back of sidewalk and screened from the street and neighboring property by a three and a half foot (3 ½') solid masonry wall or by a three and a half foot (3 ½') landscaped berm.





Landscape is required in the front yard and shall include street trees and comply with the Minimum Landscaping Standards found in Section 10-23-1, 2.

Landscape

Lighting



1. All outdoor lighting shall be fully shielded and downward directed.
2. No outdoor pole lighting is allowed.

1. One (1) wall sign not to exceed 4 square feet is allowed per property.
2. One (1) monument sign not to exceed five feet (5') in height, measured from the sidewalk grade, and nine (9) square feet in size is allowed.
3. No internally illuminated signs or electronic message board signs are allowed.



Signs

Outdoor Display

Outdoor displays may extend 5' into front yard measured from primary structure or front porch and must be set back at least 15' from back of sidewalk structure.

All pedestrian pathways are to remain unobstructed.

Outdoor retail displays hours: 8:00 AM – 6:00 PM, displays must be placed indoors at all other times.



Outdoor Display

Outdoor retail displays are limited to the hours between 8:00 AM and 6:00 PM and must be placed indoors at all other times.



Hours of Operation

All business-related outdoor activity, including, but not limited to, deliveries, pickups, noise, dining areas, or unreasonable disturbance in excess of that which is normal to a residential use, shall be conducted between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M.



ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10-2, DEFINITIONS; 10-7B, SINGLE FAMILY RESIDENTIAL ZONE; 10-7C, MULTIPLE FAMILY RESIDENTIAL ZONE; 10-7E, RESIDENTIAL CENTRAL CITY ZONE; AND 10-17A, SPECIFIC STANDARDS; OF THE CITY CODE TO ADD PROVISIONS FOR LIVE/WORK UNITS TO BE ALLOWED IN THE R-1-8, R-2, R-3, R-4, AND RCC ZONE WITH SPECIFIC STANDARDS. CASE No. 2024-ZRA-002

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend provisions of city code, amending Title 10-2, Definitions; 10-7B, Single Family Residential Zone; 10-7C, Multiple Family Residential Zone; 10-7E, Residential Central City Zone; and 10-17A, Specific Standards; of the city code to add provisions for Live/Work Units to be allowed in the R-1-8, R-2, R-3, R-4, and RCC Zone with specific standards; and

WHEREAS, after careful consideration, the city council has determined that amending Title 10-2, 10-7B, 10-7C, 10-7E, and 10-17A is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, the Planning Commission held a public hearing on September 10, 2024, and thereafter forwarded a recommendation for approval of the requested code amendment to the City Council; and

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 St. George city code is hereby amended by adopting changes and revisions to Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of October, 2024.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Jami Brackin, Deputy City Attorney

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A

Proposed Amendment to Title 10-2

10-2-1:

DEFINITIONS:

ARTISAN'S WORKSHOP: An establishment, not exceeding 1,500 square feet of floor area, for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leathercraft, hand-woven articles, and related items.

EXHIBIT B

Proposed Amendment to Title 10-7E-1

ARTICLE E. RESIDENTIAL CENTRAL CITY ZONE (RCC, R-1-C)

10-7E-1:

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter "P" below are permitted in the designated zone.
- B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

City facility, primary	P
City facility accessory uses: accessory structure and use	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
<u>Live Work Units</u>	<u>PS</u>
Religious facility, primary	P
School, public or charter, primary	P

Single-family dwelling, primary		P
Single-family dwelling accessory uses:	Accessory structure and use	P
	Child care, in-home babysitting	P
	Child care, family	P
	Guesthouse	PS
	Home occupation	P
	Accessory dwelling unit	PS
	Small animals (not produced for food) up to 8 animals	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management	P

EXHIBIT C

Proposed Amendment to Title 10-7B-1

ARTICLE B. SINGLE-FAMILY RESIDENTIAL ZONES

(R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-1-40)

10-7B-1:

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter “P” below are permitted in the designated zone.
- B. Uses indicated by the letters “PS” are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter “C” are conditional uses in the designated zone.

Allowed Uses

[illegible]

		R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
<u>Live Work Unit</u>				<u>PS</u>				
Public utility facilities, primary		<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>
Public utility facilities accessory uses; accessory structures		P	P	P	P	P	P	P
Religious facility, primary		P	P	P	P	P	P	P
School, public or charter, primary		P	P	P	P	P	P	P
Short-term residential rental		<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>
Single-family dwelling, primary		P	P	P	P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use	P	P	P	P	P	P	P
	Agriculture	P	P	P	P	P	P	P
	Apiaries/beekeeping					<u>PS</u>	<u>PS</u>	<u>PS</u>
	Child care, in-home babysitting	P	P	P	P	P	P	P
	Child care, family	P	P	P	P	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P	P	P	P
	Guesthouse				<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>
	Home occupation	P	P	P	P	P	P	P

		R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
	Accessory dwelling unit	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>
	Small animals (not produced for food) up to 8 animals	P	P	P	P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits	P	P	P	P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management	P	P	P	P	P	P	P

EXHIBIT D Proposed Amendment to Title 10-7C-1

ARTICLE C. MULTIPLE-FAMILY RESIDENTIAL ZONES

(R-2, R-3, R-4)

10-7C-1:

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter “P” below are permitted in the designated zone.
- B. Uses indicated by the letters “PS” are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter “C” are conditional uses in the designated zone.

Allowed Uses

	R-2	R-3	R-4
City facility, primary	P	P	P
City facility accessory uses: accessory structure and use	P	P	P
Communication transmission facilities, including wireless, primary height 50' or less	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C

		R-2	R-3	R-4
<u>Live Work Unit</u>		<u>PS</u>	<u>PS</u>	<u>PS</u>
Multiple-family over 20 dwelling units or 12 du/ac		<u>C</u>	<u>C</u>	<u>C</u>
Public utility facilities, primary		<u>PS</u>	<u>PS</u>	<u>PS</u>
Public utility facilities accessory uses: accessory structures		P	P	P
Religious facility, primary		P	P	P
School, public or charter, primary		P	P	P
2- and single-family dwelling, primary		P	P	P
2- and single-family dwelling accessory uses:	Accessory structure and use	P	P	P
	Agriculture	P	P	P
	Child care, in-home babysitting	P	P	P
	Child care, family	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P
	Guesthouse	<u>PS</u>	<u>PS</u>	<u>PS</u>
	Home occupation	P	P	P
	Small animals (not produced for food) up to 2 animals	P	P	P

EXHIBIT E

Proposed amendment to Title 10-17A-21

Downtown Live Work Units – Specific Standards

10-17A-21: Downtown Live Work Units – SPECIFIC STANDARDS:

In addition to compliance with the RCC (Residential Central City) Zone development and architectural standards (10-7E-2, 10-7E-3); the R-1-8 (Single Family Residential, 8,000 minimum lot size) Zone standards; and the R-2, R-3, R-4 (Multiple Family Residential) Zone standards, Live Work Units shall meet the following additional standards:

A. Location: Live Work Units shall be permitted in the following locations:

1. Within an RCC, R-1-8, R-2, R-3, or R-4 Zone that has Connected Neighborhood or Connected Corridor as the Land Use Designation.
2. The Live Work Unit shall be located on a public street.

B. Occupancy:

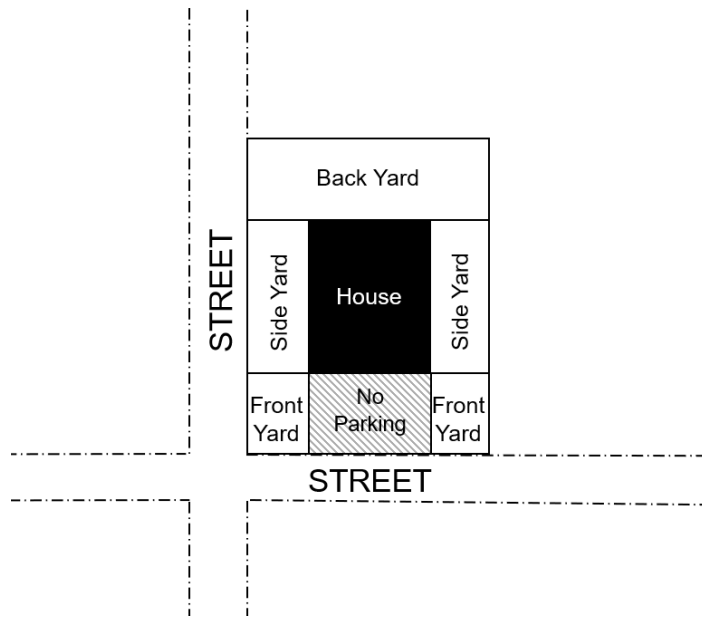
1. The nonresidential use must be operated by a resident of the live-work unit.

C. Structure:

1. Live/work units are allowed in a single-family detached unit, or a multifamily unit built to commercial building and fire code standards.
2. The live/work unit shall not be greater than 3,000 square feet unless the adopted building code provisions are met.
3. The nonresidential area shall not be greater than 50% of each live/work unit.
4. In a multi-floor structure, the nonresidential area shall be limited to the first or main floor only.
5. Only one (1) housing/work unit is allowed per lot.
6. An accessory dwelling unit is allowed on a lot that contains a live/work unit according to the requirements found in Section 10-17A-3 of the City Code.

D. Parking:

1. The required off-street residential parking spaces shall comply with the Residential Area Requirements found in 10-19-4.
2. In addition to the required residential parking, the required off-street commercial parking spaces shall be a minimum of one (1) parking space per 500 square feet of commercial space.
3. Location of Parking: No commercial parking area shall be located within the front yard area shown below in the hatched area labeled as No Parking. Parking may be located within the street-side setback on a corner lot. Parking must be set back at least ten feet (10') from the back of sidewalk and screened from the street and neighboring property by a three and a half foot (3 ½') solid masonry wall or by a three and a half foot (3 ½') landscaped berm.



E. Live Work Commercial Use List:

Any commercial use not specifically permitted is prohibited. Uses indicated by the letter "P" below are permitted. Only the following commercial uses are allowed in Live Work Units:

<u>Bed and Breakfast</u>	<u>P</u>
<u>Professional Artisan's workshop</u>	<u>P</u>
<u>Office</u>	<u>P</u>
<u>Personal Care Services</u>	<u>P</u>
<u>Personal Instruction Services</u>	<u>P</u>
<u>Restaurant limited to 1000 square feet of dining area</u>	<u>P</u>
<u>Retail no larger than 1000 square feet</u>	<u>P</u>

F. Landscape:

1. Landscape is required in the front yard and shall include street trees and comply with the Minimum Landscaping Standards found in Section 10-23-1, 2.

G. Lighting:

1. All outdoor lighting shall be fully shielded and downward directed.

2. No outdoor pole lighting is allowed.

H. Signage:

1. One (1) wall sign not to exceed 4 square feet is allowed per property.
2. One (1) monument sign not to exceed five feet (5') in height, measured from the sidewalk grade, and nine (9) square feet in size is allowed.
3. No internally illuminated signs or electronic message board signs are allowed.

I. Hours of Operation:

1. All business-related outdoor activity, including, but not limited to, deliveries, pickups, noise, dining areas, or unreasonable disturbance in excess of that which is normal to a residential use, shall be conducted between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M.

J. Outdoor Display Area:

1. Outdoor retail display areas may extend five feet (5') into the front yard, measured from the primary structure or the front porch when applicable, but in no case shall be closer than fifteen feet (15') from the back of sidewalk.
2. All pedestrian pathways are to remain unobstructed.
3. Outdoor retail displays are limited to the hours between 8:00 AM and 6:00 PM and must be placed indoors at all other times. This includes all temporary structures in conjunction with the displays. Umbrellas and dining tables in conjunction with outdoor dining for a restaurant are not included.

Agenda Date: 10/03/2024

Agenda Item Number: 11

Subject:

Consider approval of Ordinance No 2024-063 amending Sections 10-7F-2 (PD-R - Planned Development Residential) and 10-8D-2 (PD-C -Planned Development Commercial) of City Code to extend the expiration date from one year to eighteen months. (Expiration date of Planned Developments - Case No. 2024-ZRA-013)

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: City of St. George

Reference Number: 2024-ZRA-013

Address/Location:

N/A

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

In 2013, an amendment to the subdivision regulations was approved. This amendment included the addition of an expiration date for preliminary plats. It stated that preliminary plats would expire if a final plat, or phase thereof, was not approved within one year. In March of 2024, the subdivision regulations were amended due to new state law. This amendment increased the expiration date of preliminary plats from one year to eighteen months to give developers more time to get their final plat approved. Historically, Residential Planned Developments have had an expiration date of eighteen months, and Commercial Planned Developments have not had an expiration date until July of 2022, when the zoning regulations were amended for water conservation efforts. Part of this update included reducing the expiration date from eighteen months to one year for residential planned developments and creating a one-year expiration date for commercial planned developments. At their meeting held on August 13, 2024, the Planning Commission held a public hearing and recommended approval with a vote of 6-0.

Staff Narrative (need/purpose):

This request is to change the expiration date of residential and commercial planned developments so that their expiration date coincides with the expiration date of preliminary plats. Preliminary plats expire if a final plat has not been approved with eighteen months of the approval of the preliminary plat. Planned developments, however, expire within one year after the approval date unless a final plat is recorded, a site plan or construction drawings are approved, or building permit is obtained. The background of the different expiration dates is explained below.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 6-0 vote, the planning commission recommended approval of the Zoning Regulation Amendments to section 10-7F-2 and 10-8D-2 as proposed in Exhibit A and B, attached to this staff report.

PLANNING COMMISSION AGENDA REPORT: 08/13/2024

CITY COUNCIL AGENDA REPORT: 09/19/2024

AMENDMENTS TO TITLE 10-7F-2 and 10-8D-2 PD Expiration of Planned Developments

This section of the St George municipal code sets forth the expiration date of residential and commercial planned developments.

REQUEST:

Consider a request to amend Title 10-7F-2, General Requirements of the Planned Development Residential zones, and Title 10-8D-2, General Requirements of the Planned Development Commercial zones, of the city code to amend the expiration date from one (1) year to eighteen (18) months. Case No. 2024-ZRA-013.

BACKGROUND:

This request is to change the expiration date of residential and commercial planned developments so that their expiration date coincides with the expiration date of preliminary plats. Preliminary plats expire if a final plat has not been approved with eighteen months of the approval of the preliminary plat. Planned developments, however, expire within one year after the approval date unless a final plat is recorded, a site plan or construction drawings are approved, or building permit is obtained. The background of the different expiration dates is explained below.

Preliminary Plat Expiration Date

In 2013, an amendment to the subdivision regulations, found in Title 11, was approved. This amendment included the addition of an expiration date for preliminary plats. It stated that preliminary plats would expire if a final plat, or phase thereof, was not approved within one year. In 2019, the subdivision regulations were added to Title 10, and this provision remained. However, in March of this year, the subdivision regulations were amended due to new state law. This amendment increased the expiration date of preliminary plats from one year to eighteen months to give developers more time to get their final plat approved.

Planned Development Expiration Dates

Residential planned developments historically have had an expiration date of eighteen months, and Commercial planned developments historically have not had an expiration date until July of 2022. In July of 2022, we updated our zoning regulations for water conservation efforts. Part of this update included reducing the expiration date from eighteen months to one year for residential planned developments and creating a one-year expiration date for commercial planned developments.

This amendment will give developers a consistent expiration date for their projects so that their planned developments and preliminary plats will expire at the same time.

Proposed Changes:

The proposed revisions are attached as Exhibit A and B.

- The additions are underlined in red

- The removals are crossed out in red

RECOMMENDATION:

With a 6-0 vote, the planning commission recommended approval of the Zoning Regulation Amendments to section 10-7F-2 and 10-8D-2 as proposed in Exhibit A and B, attached to this staff report.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions.
3. Deny this request.
4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:

"I move that we approve the amendment to Title 10-7F-2, General Requirements of the Planned Development Residential zones, and Title 10-8D-2, General Requirements of the Planned Development Commercial zones, of the city code to amend the expiration date from one (1) year to eighteen (18) months, based on the findings listed in the staff report.

FINDINGS:

1. It is in the best interest of the city to update city zoning regulations periodically.
2. The proposed revisions will give potential projects in the PD zones the same expiration date as their preliminary plat.

EXHIBIT A

Proposed Amendment to Title 10-7F-2

10-7F-2: GENERAL REQUIREMENTS:

A. *Application Requirements:* Each application submitted pursuant to this chapter shall include the following:

1. *Documents Required:* All requests shall be accompanied by a colored site development plan, materials, and a written text for the entire property proposed to be developed.
2. *Description Of The Proposed Use Of Land:* The projected use of land, including percentages of land devoted to various types of land use, such as building coverage, parking area, landscaped area, etc.
3. *Height And Elevations:* The type, character and proposed height of all buildings.
4. *Density:* The proposed density in terms of dwelling units per gross acre of land and proposed floor area of nonresidential uses per acre.
5. *Schools, Churches And Open Spaces:* The location and boundaries of any proposed school site, church, park or other common or open spaces.
6. *Phasing Plan:* A phasing plan, if the development is proposed to be developed in phases.
7. *Topography:* Topography at contour intervals of two feet (2').
8. *Landscape Plan:* A landscape plan showing the general location of lawn area and trees (this may be a part of the site or plot plan).
9. *Area Reserved For Landscaping:* The location and amount of land area reserved for landscaping.
10. *Utilities:* Demonstration that all utilities are underground and transformer equipment is screened from streets and from adjacent properties.
11. *Refuse Storage Areas:* Refuse storage areas screened so that materials stored within these areas are not visible from access streets, freeways and adjacent properties.
12. *Lighting Plan:* A general lighting plan indicating location and luminosity of lights to be installed on the site.
13. *Turning Space:* Safe and convenient turning space for cars, sewer vehicles, refuse collection vehicles, firefighting equipment, etc., at the end of private drives and dead-end streets.
14. *Signs:* All signs shall be submitted and approved as part of the PD approval.

B. *Signs And Advertising:* The requirements of the sign ordinance set forth in title [9](#), chapter [13](#) of this code apply, unless a variation is specifically approved, and shall not exceed the following:

1. *Freestanding Signs:* Freestanding signs shall be monuments and limited to seventy-five (75) square feet. Monument signs shall be limited to ten feet (10') in height. Only one (1) sign per street frontage is permitted.
2. *Wall Signs:* One (1) wall sign on a multiple-family project limited to one hundred twenty (120) square feet.

C. *Time Limitation:* For single-lot multifamily projects, approval of a final site plan, construction drawings, and/or building permits for construction within planned development zones must be approved and obtained within ~~one eighteen~~ (18) ~~months years~~ of the approval of a zone change to planned development. For all other multifamily projects on more than one (1) lot

or parcel requiring a subdivision of land, the final plat must be ~~approved~~ recorded within one (1) year of the effective date of any zone change. The effective date of any zone change under this title shall be the date of final plat approval, recordation and/or final construction drawing approval.

D. *Special Water Standards:* The following standards shall apply to all new or remodeled single-family units:

1. Single-family residential dwelling units shall install hot water recirculation systems unless hot water delivery can be demonstrated to occur without first displacing more than six-tenths (0.6) gallons of system water.
2. Single-family residential dwelling units shall install WaterSense-labeled fixtures, including, but not limited to, faucets, showerheads, toilets, and urinals.
3. Single-family residential dwelling units shall install Energy Star-qualified appliances.
4. All individually platted multifamily units which are accessed from the ground floor shall be separately metered, submetered, or equipped with alternative technology capable of tracking the water use of the individual unit. The separate metering of all multifamily units is encouraged where possible. If not otherwise billed directly to the resident of each unit, if possible, the monthly usage information shall be made available to the resident of each unit to monitor water usage. All multifamily projects shall require separate water meters for all outdoor (irrigation) water usage, including landscaping.

EXHIBIT B

Proposed Amendment to Title 10-8D-2

10-8D-2: GENERAL REQUIREMENTS:

Planned development AP, C and M shall comply with subsection [A](#) of this section, at the time of the initial zone-change application. Planned development MU shall comply with subsections [A](#) and [B](#) of this section concurrently at the time of its first submittal of an application.

- A. *Planned Development Initial Zone-Change Application Requirements:* Each zone-change application submitted pursuant to this subsection shall include the following:
1. A detailed narrative of the proposed development of the entire property.
 2. A detailed list of proposed land uses and proposed densities.
 3. A preliminary site plan showing the location of the roads, development areas, open spaces, and phasing plan (if any).
- B. *Planned Development Secondary Zone-Change Application Requirements:* Each zone-change application submitted pursuant to this subsection shall include the following:
1. *Initial Documents Required:* All requests shall be accompanied by a colored site development plan, materials, and a written text for the entire property proposed to be developed.
 2. *Description Of The Proposed Use Of Land:* The projected use of land, including percentages of land devoted to various types of land use, such as building coverage, parking area, landscaped area, etc.
 3. *Height And Elevations:* The type, character and proposed height of all buildings.
 4. *Density:* The proposed density in terms of dwelling units per gross acre of land and proposed floor area of nonresidential uses per acre.
 5. *Schools, Churches And Open Spaces:* The location and boundaries of any proposed school site, church, park or other common or open spaces.
 6. *Phasing Plan:* A phasing plan, if the development is proposed to be developed in phases.
 7. *Topography:* Topography at contour intervals of two feet (2').
 8. *Landscape Plan:* A landscape plan showing the general location of lawn area and trees (this may be a part of the site or plot plan).
 9. *Area Reserved for Landscaping:* The location and amount of land area reserved for landscaping.
 10. *Utilities:* Demonstration that all utilities are underground and transformer equipment is screened from streets and from adjacent properties.
 11. *Refuse Storage Areas:* Refuse storage areas screened so that materials stored within these areas are not visible from access streets, freeways and adjacent properties.
 12. *Lighting Plan:* A general lighting plan indicating location and luminosity of lights to be installed on the site, to be more than the lighting ordinance set forth in this title allows.
 13. *Turning Space:* Safe and convenient turning space for cars, sewer vehicles, refuse collection vehicles, firefighting equipment, etc., at the end of private drives and dead-end streets.
 14. *Signs:* All signs shall be submitted and approved as part of the PD approval.
- C. *Signs And Advertising:* The requirements of the sign ordinance set forth in title [9](#), chapter [13](#) of this code apply, unless a variation is specifically approved, and shall not exceed the following:

1. *Freestanding Signs*: Freestanding signs shall be limited to the standards set forth in section [9-13-4B](#) for major commercial projects within one thousand five hundred feet (1,500') of a freeway exit.
 2. *Monument Signs*: Limited to one (1) monument per building.
- D. Lighting shall comply with the lighting ordinance set forth in this title. Variations may be approved if located along the I-15 freeway and not adjacent to a residential zone. A variation may be considered for properties adjacent to a residential zone if, in the opinion of the city council, additional lighting is needed for security, and any impacts to residential are mitigated.
- E. Any zone change shall be approved by the adoption of an ordinance by the city council, which ordinance shall not be effective until the ~~approval recording~~ of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of any zone change ordinance extend beyond ~~one-eigh~~teen (18) months ~~year~~ of the date of adoption.

EXHIBIT C PRESENTATION



EXPIRATION DATE OF RESIDENTIAL AND COMMERCIAL PLANNED DEVELOPMENTS

ZRA-2024-013

Preliminary Plats



10-25C-3.C.4.e

Preliminary approval of a subdivision with partial infrastructure improvement plans shall be **valid for not more than eighteen (18) months** from the date of approval by the land use authority. A letter documenting the approval, the date of the approval, and any conditions of approval shall be provided by the community development director or designee to the applicant within ten (10) business days of the approval.

Current Code Expiration Date of Residential Planned Developments



10-7F-2.C

Time Limitation: For single-lot multifamily projects, approval of a final site plan, construction drawings, and/or building permits for construction within planned development zones must be approved and obtained within **one (1) year** of the approval of a zone change to planned development. For all other multifamily projects on more than one (1) lot or parcel requiring a subdivision of land, the final plat must be recorded within **one (1) year** of the effective date of any zone change. The effective date of any zone change under this title shall be the date of final plat approval, recordation and/or final construction drawing approval.

Proposed Code Expiration Date of Residential Planned Developments



10-7F-2.C

Time Limitation: For single-lot multifamily projects, approval of a final site plan, construction drawings, and/or building permits for construction within planned development zones must be approved and obtained within ~~one~~ eighteen (18) months ~~years~~ of the approval of a zone change to planned development. For all other multifamily projects on more than one (1) lot or parcel requiring a subdivision of land, the final plat must be approved ~~recorded~~ within one (1) year of the effective date of any zone change. The effective date of any zone change under this title shall be the date of final plat approval, recordation and/or final construction drawing approval.

Current Code Expiration Date of Commercial Planned Developments



10-8D-2.E

Any zone change shall be approved by the adoption of an ordinance by the city council, which ordinance shall not be effective until the recording of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of any zone change ordinance extend beyond **one (1) year** of the date of adoption.

Proposed Code Expiration Date of Commercial Planned Developments



10-8D-2.E

Any zone change shall be approved by the adoption of an ordinance by the city council, which ordinance shall not be effective until the approval recording of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of any zone change ordinance extend beyond one-eighteen (18) months_year of the date of adoption.



RECOMMENDATION:

WITH A 6-0 VOTE, THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE ZONING REGULATION AMENDMENTS TO SECTION 10-7F-2 AND 10-8D-2 AS PROPOSED IN EXHIBIT A AND B, ATTACHED TO THIS STAFF REPORT.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10-7F-2, PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ZONE and 10-8D-2, PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE, TO EXTEND THE EXPIRATION DATE FROM ONE (1) YEAR TO EIGHTEEN (18) MONTHS. CASE No. 2024-ZRA-013

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend provisions of city code, Title 10-7F-2, PD-R (Planned Development Residential and Title 10-8D-2, PD-C (Planned Development Commercial), to extend the expiration date from one (1) year to eighteen (18) months; and

WHEREAS, after careful consideration, the city council has determined that amending Title 10-7F-2 and 10-8D-2 is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, the Planning Commission held a public hearing on August 13, 2024, and thereafter forwarded a recommendation for approval of the requested code amendment to the City Council; and

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 St. George city code is hereby amended by adopting changes and revisions to Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 03rd day of October, 2024.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Jami Brackin, Deputy City Attorney

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A

TITLE 10-7F-2

10-7F-2: GENERAL REQUIREMENTS:

A. *Application Requirements:* Each application submitted pursuant to this chapter shall include the following:

1. *Documents Required:* All requests shall be accompanied by a colored site development plan, materials, and a written text for the entire property proposed to be developed.
2. *Description Of The Proposed Use Of Land:* The projected use of land, including percentages of land devoted to various types of land use, such as building coverage, parking area, landscaped area, etc.
3. *Height And Elevations:* The type, character and proposed height of all buildings.
4. *Density:* The proposed density in terms of dwelling units per gross acre of land and proposed floor area of nonresidential uses per acre.
5. *Schools, Churches And Open Spaces:* The location and boundaries of any proposed school site, church, park or other common or open spaces.
6. *Phasing Plan:* A phasing plan, if the development is proposed to be developed in phases.
7. *Topography:* Topography at contour intervals of two feet (2').
8. *Landscape Plan:* A landscape plan showing the general location of lawn area and trees (this may be a part of the site or plot plan).
9. *Area Reserved For Landscaping:* The location and amount of land area reserved for landscaping.
10. *Utilities:* Demonstration that all utilities are underground and transformer equipment is screened from streets and from adjacent properties.
11. *Refuse Storage Areas:* Refuse storage areas screened so that materials stored within these areas are not visible from access streets, freeways and adjacent properties.
12. *Lighting Plan:* A general lighting plan indicating location and luminosity of lights to be installed on the site.
13. *Turning Space:* Safe and convenient turning space for cars, sewer vehicles, refuse collection vehicles, firefighting equipment, etc., at the end of private drives and dead-end streets.
14. *Signs:* All signs shall be submitted and approved as part of the PD approval.

B. *Signs And Advertising:* The requirements of the sign ordinance set forth in title [9](#), chapter [13](#) of this code apply, unless a variation is specifically approved, and shall not exceed the following:

1. *Freestanding Signs:* Freestanding signs shall be monuments and limited to seventy-five (75) square feet. Monument signs shall be limited to ten feet (10') in height. Only one (1) sign per street frontage is permitted.
2. *Wall Signs:* One (1) wall sign on a multiple-family project limited to one hundred twenty (120) square feet.

C. *Time Limitation:* For single-lot multifamily projects, approval of a final site plan, construction drawings, and/or building permits for construction within planned development

zones must be approved and obtained within ~~one~~ eighteen (18) ~~months~~ years of the approval of a zone change to planned development. For all other multifamily projects on more than one (1) lot or parcel requiring a subdivision of land, the final plat must be approved ~~recorded~~ within one (1) year of the effective date of any zone change. The effective date of any zone change under this title shall be the date of final plat approval, recordation and/or final construction drawing approval.

D. *Special Water Standards:* The following standards shall apply to all new or remodeled single-family units:

1. Single-family residential dwelling units shall install hot water recirculation systems unless hot water delivery can be demonstrated to occur without first displacing more than six-tenths (0.6) gallons of system water.
2. Single-family residential dwelling units shall install WaterSense-labeled fixtures, including, but not limited to, faucets, showerheads, toilets, and urinals.
3. Single-family residential dwelling units shall install Energy Star-qualified appliances.
4. All individually platted multifamily units which are accessed from the ground floor shall be separately metered, submetered, or equipped with alternative technology capable of tracking the water use of the individual unit. The separate metering of all multifamily units is encouraged where possible. If not otherwise billed directly to the resident of each unit, if possible, the monthly usage information shall be made available to the resident of each unit to monitor water usage. All multifamily projects shall require separate water meters for all outdoor (irrigation) water usage, including landscaping.

EXHIBIT A

TITLE 10-8D-2

10-8D-2: GENERAL REQUIREMENTS:

Planned development AP, C and M shall comply with subsection [A](#) of this section, at the time of the initial zone-change application. Planned development MU shall comply with subsections [A](#) and [B](#) of this section concurrently at the time of its first submittal of an application.

- A. *Planned Development Initial Zone-Change Application Requirements:* Each zone-change application submitted pursuant to this subsection shall include the following:
1. A detailed narrative of the proposed development of the entire property.
 2. A detailed list of proposed land uses and proposed densities.
 3. A preliminary site plan showing the location of the roads, development areas, open spaces, and phasing plan (if any).
- B. *Planned Development Secondary Zone-Change Application Requirements:* Each zone-change application submitted pursuant to this subsection shall include the following:
1. *Initial Documents Required:* All requests shall be accompanied by a colored site development plan, materials, and a written text for the entire property proposed to be developed.
 2. *Description Of The Proposed Use Of Land:* The projected use of land, including percentages of land devoted to various types of land use, such as building coverage, parking area, landscaped area, etc.
 3. *Height And Elevations:* The type, character and proposed height of all buildings.
 4. *Density:* The proposed density in terms of dwelling units per gross acre of land and proposed floor area of nonresidential uses per acre.
 5. *Schools, Churches And Open Spaces:* The location and boundaries of any proposed school site, church, park or other common or open spaces.
 6. *Phasing Plan:* A phasing plan, if the development is proposed to be developed in phases.
 7. *Topography:* Topography at contour intervals of two feet (2').
 8. *Landscape Plan:* A landscape plan showing the general location of lawn area and trees (this may be a part of the site or plot plan).
 9. *Area Reserved for Landscaping:* The location and amount of land area reserved for landscaping.
 10. *Utilities:* Demonstration that all utilities are underground and transformer equipment is screened from streets and from adjacent properties.
 11. *Refuse Storage Areas:* Refuse storage areas screened so that materials stored within these areas are not visible from access streets, freeways and adjacent properties.
 12. *Lighting Plan:* A general lighting plan indicating location and luminosity of lights to be installed on the site, to be more than the lighting ordinance set forth in this title allows.
 13. *Turning Space:* Safe and convenient turning space for cars, sewer

vehicles, refuse collection vehicles, firefighting equipment, etc., at the end of private drives and dead-end streets.

14. *Signs*: All signs shall be submitted and approved as part of the PD approval.

- C. *Signs And Advertising*: The requirements of the sign ordinance set forth in title [9](#), chapter [13](#) of this code apply, unless a variation is specifically approved, and shall not exceed the following:

1. *Freestanding Signs*: Freestanding signs shall be limited to the standards set forth in section [9-13-4B](#) for major commercial projects within one thousand five hundred feet (1,500') of a freeway exit.
2. *Monument Signs*: Limited to one (1) monument per building.

- D. Lighting shall comply with the lighting ordinance set forth in this title. Variations may be approved if located along the I-15 freeway and not adjacent to a residential zone. A variation may be considered for properties adjacent to a residential zone if, in the opinion of the city council, additional lighting is needed for security, and any impacts to residential are mitigated.

- E. Any zone change shall be approved by the adoption of an ordinance by the city council, which ordinance shall not be effective until the ~~approval recording~~ of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of any zone change ordinance extend beyond ~~one-eigheten~~ (18) ~~months year~~ of the date of adoption.

Agenda Date: 10/03/2024

Agenda Item Number: 12

Subject:

Consider approval of Ordinance No. 2024-064 amending the Sections 10-18 (Walls, Fences and Hedges) and 10-18A (Rockery Walls) of City code to address allowed heights, setbacks, separation and rock cut slopes and to address inconsistencies and provide clarification between these two ordinances. Case No. 2024-ZRA-006

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Dave Black and Wayne Rogers

Reference Number: 2024-ZRA-006

Address/Location:

N/A

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

The purpose of the proposed amendment is to address allowed heights, setbacks, separation and rock cut slopes and to address inconsistencies and provide clarification in these sections of City code. Additionally, the proposed amendment would increase the allowable height for retaining walls in residential and commercial zones, provide standards for rock cut slopes and the construction of protective faces for these types of slopes, and require the construction of retaining walls in residential single family subdivisions between proposed adjacent lots with an elevation difference of 4 feet or greater. This item was heard at the July 23, 2024, Planning Commission; however, the item was continued for additional information. At their meeting held on August 27, 2024, the Planning Commission recommended approval with conditions, with a vote of 6-0.

Staff Narrative (need/purpose):

Staff has worked with the applicants over the past year to draft the proposed amendments.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 6-0 vote, the planning commission recommended approval of the amendment to Title 10-18 and 18A of the city code with the following conditions: 1. Staff to address with city council the visibility of retaining walls. 2. Staff to address with city council irrigation water use adjacent to retaining walls.

PLANNING COMMISSION AGENDA REPORT: 07/23/2024
CITY COUNCIL AGENDA REPORT: 10/03/2024

ZONING REGULATION AMENDMENT
Walls Fences and Hedges/Rockery Walls
(2024-ZRA-006)

Amendment to Title 10-18 Walls, Fences and Hedges
Amendment to Title 10-18A Rockery Walls

REQUEST:

Consider a request to amend Title 10-18, Walls, Fences and Hedges, and 10-18A, Rockery Walls, of the St. George City Code to address allowed heights setbacks and separation distances of retaining walls, Rock Cut Slopes and to address inconsistencies and provide clarification with both ordinances. The applicants are Dave Black and Wayne Rogers representing the APWA Southern Utah Branch Geotechnical Committee (Case No. 2024-ZRA-006)

BACKGROUND:

Ordinance 10-18A, Rockery Walls, was created in 2007 to address the design and construction of rockery retaining walls as this type of retaining wall was becoming more prevalent in the City of St. George with the increase in development. The ordinance was updated in 2019 with minimal changes. There have been inconsistencies and some confusion between ordinance 10-18 Walls, Fences and Hedges and the Rockery Wall ordinance that staff has wanted to address for some time.

In 2023, Dave Black and Wayne Rogers representing the APWA Southern Utah Branch Geotechnical Committee approached the city regarding proposed amendments to the Rockery Wall ordinance to address updates in the construction industry regarding rockery retaining walls. They also proposed amending setbacks, separation distances and heights of rockery retaining walls.

City staff has also wanted to address items within the Rockery Wall ordinance for some time based on concerns from the development and construction communities in southern Utah. With their application to amend ordinance 10-18A, staff requested from the applicants to also include ordinance 10-18 to make it more consistent and cohesive with the Rockery Wall ordinance.

This request is to amend Title 10-18 and 10-18A, of the St. George, Utah City Code to modify retaining wall standards and provide clarification and consistency between the two ordinances. This update includes the following:

- Add segmental block retaining walls to Title 10-18A Rockery Walls.

- Require building permits for retaining walls 4 feet in height or greater.
- Increase the allowable height for retaining walls within residential and commercial zones.
- Provide standards for rock cut slopes and construction of protective faces for these types of slopes.
- Require lots within new subdivisions that have an elevation difference 4 feet or greater between adjacent lots to construct retaining walls at the time of development.

Proposed Changes:

The proposed revisions are shown in Exhibits A, B, and C.

The proposed additions are in red, and the deletions are in red with a strikethrough.

PLANNING COMMISSION:

On July 23, 2024, the Planning Commission considered the request to amend Title 10-18, Walls, Fences and Hedges, and 10-18A, Rockery Walls, of the St. George City Code to address allowed heights setbacks and separation distances of retaining walls, Rock Cut Slopes and address inconsistencies and provide clarification and recommends approval with a 6-0 vote.

RECOMMENDATION:

With a 6-0 vote, the planning commission recommended approval of the amendment to Title 10-18 and 18A of the city code with the following conditions:

1. Staff to address with city council the visibility of retaining walls.
2. Staff to address with city council irrigation water use adjacent to retaining walls.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with changes.
3. Recommend denial.
4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:

The City Council recommends approval of the amendment to Title 10-18 Walls, Fences and Hedges and Title 10-18A Rockery Walls, of the St. George City Code based on the proposed amendments.

FINDINGS:

1. It is in the best interest of the city to review and update city zoning regulations periodically as needed.
2. The proposed revisions will allow more flexibility to address the existing topography within the city and the ability to develop property.

EXHIBIT A
Ordinance

CHAPTER 18

FENCES AND RETAINING WALLS~~WALLS, FENCES AND HEDGES~~

10-18-1: Fences Requirements

~~10-18-2: Requirements on Corner Lots~~

10-18-23: Retaining Walls

~~10-18-4: Fences~~

~~10-18-5: Barbed Wire~~

10-18-36: Permit Required

18A Rockery and Segmental Block Walls

10-18A-1: Rockery and Segmental Block Walls Subject to This Article – Permit Required

10-18A-2: Documents Required for Permit

10-18A-3: Site Conditions

10-18A-4: Construction

10-18A-5: Limitations

10-18A-6: Separations Setbacks

10-18A-7: Structural Analysis

10-18A-8: Materials

10-18A-9: Inspections

10-18A-10: Rock Cut Slopes

10-18A-11: Property Mitigation

The following standards apply to all zones:

10-18-1:

FENCES REQUIREMENTS:

- A. No fence shall exceed six feet four inches (6'4") in height in the side and rear yards.
- B. ~~In the front yard setback, No rockery wall, retaining wall, or no~~ fence shall exceed four feet (4') in height ~~in a required front yard setback or street side setback.~~ Within the front ten feet (10') behind the sidewalk, or property line if no sidewalk ~~exists~~, only decorative fences such as

picket fences or wrought iron fences with at least fifty percent (50%) of the fence open (up to fifty percent (50%) may be solid, or non-see-through) are allowed.

C. Berms shall not be used to artificially increase the maximum allowed fence height. (Ord. ~~2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020~~)

D. For corner lots, no obstruction to view in excess of three feet (3') in height shall be placed within the "sight distance triangle".

E. *Public Right-of-Way*: No fence approved under this chapter shall be erected beyond a property line or on the public right-of-way. If a fence is installed within one foot (1') of a public sidewalk, concrete or gravel shall be installed between the fence and the sidewalk to prevent weeds from growing in this area. Maintenance of the area between the back of sidewalk and the property line shall be the responsibility of the property owner or homeowners' association as applicable.

F. *Controlled Access Streets*: On minor arterial or larger classified streets, fences may be erected to a height of six feet four inches (6'4") in the front setback area. The requirements of section 10-18-1E apply to private driveways.

G. *Clearances from Utility Facilities*: No fence, wall or similar structure may be located closer than:

1. Five feet (5') from pad-mount transformer or four (4) way vault.
2. Ten feet (10') from the door side of pad-mount switch gear, and five feet (5') from the non-door side of the switch gear.
3. Five feet (5') from fire hydrants.
4. Three feet (3') from water meter boxes.
5. Three feet (3') from video or communication pedestals.
6. Three feet (3') from streetlights.
7. Seven and a half feet (7.5') from power poles.

H. *Recreation Use*:

1. On interior-side and rear property lines, a chain link or mesh fence may be erected to a height not exceeding twelve feet (12') for the purpose of enclosing a tennis court, or other court game area. Said fence may not be located in a front or street-side yard setback.

2. Safety nets are permitted along the side and rear property lines, where a property is adjacent to a golf course. Safety nets that exceed six feet (6') in height require a permit issued by the building department.

I. *Required in Certain Areas:* In all administrative and professional office, commercial, and manufacturing zones being adjacent to a residential zone of any type, or in multiple-family or planned development zones having a common lot line with a residential zone, a minimum six-foot (6') high solid fence shall be required but shall be reduced to four feet (4') in height inside the front setback area.

J. *Fences Surrounding Developments:*

1. Developments without individual residential lots that front on a public street may include a solid fence in the front setback area to a height of six feet four inches (6'4"), that is reduced to three feet (3') at each driveway entrance and intersection, in the same manner as required for clear view at intersections in section 10-18-1E, and set back from the back of any sidewalk a minimum of ten feet (10').

2. *Access Gates:* If the back frontage of the lot is adjacent to a public trail or sidewalk, an access gate shall be permitted that is no wider than five feet (5') and shall be constructed of decorative iron.

a. The gate may be solid or see-through.

b. The gate shall swing to the interior of the lot.

c. A pathway from the gate to the trail shall be installed and lined with a natural material such as crushed rock, gravel, or flagstones. The pathway shall not be paved with concrete or asphalt.

d. Motor-vehicle access shall not be permitted.

3. Landscaping required for commercial and manufacturing developments, and any required "street trees" shall be located on the street side of the fence. (Ord. 2019-10-002, 10-10-2019)

K. Barbed Wire:

1. Barbed wire, razor ribbon and similar fencing material is prohibited in all zones except agricultural, manufacturing and C-2 and C-3 zones. In agricultural, manufacturing and commercial zones where permitted, and only for agricultural uses in the residential estates zone, the use of barbed wire, razor ribbon and similar material shall conform to the following restrictions:

a. Barbed wire, razor ribbon or similar material shall be pulled straight and not rolled or coiled.

b. Straight strands of barbed wire and similar material on top of fences or walls shall not exceed a combined fence and barbed-wire height of seven feet (7').

c. In commercial zones, barbed wire or similar material shall not be used within the twenty-foot (20') front setback area and shall not be used along any common lot line with a residential zone or residential development. (Ord. 2019-10-002, 10-10-2019)

10-18-2:

REQUIREMENTS ON CORNER LOTS:

~~A. No fence shall exceed six feet four inches (6'4") in height along the rear and side lot lines.~~

~~B. In all zones requiring a front setback, no obstruction to view in excess of three feet (3') in height shall be placed within the "sight distance triangle," defined as a triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the property lines. On double frontage lots, the sight distance triangle shall be required and maintained on the street that the property accesses and the street it intersects.~~

~~C. A retaining wall no more than three feet (3') in height may be erected, if set back a minimum of five feet (5'), measured from the back of sidewalk, or back of curb where no sidewalk exists. A combination fence and retaining wall shall not exceed eight feet (8') in height. No fence shall be greater than six feet four inches (6'4") in height.~~

~~D. A retaining wall no more than five feet (5') in height may be erected, if set back a minimum of ten feet (10'), measured from the back of sidewalk, or back of curb where no sidewalk exists. No fence shall be greater than six feet four inches (6'4") in height. No combination of retaining wall and fence shall be greater than ten feet (10') in height. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020)~~

~~10-18-3:~~

RETAINING WALLS:

- A. In the required front yard setback, no retaining walls shall exceed four feet (4') in height. Furthermore, within the front ten feet (10') behind the sidewalk or property line if no sidewalk, no retaining wall shall be constructed. The height of any single retaining wall shall not exceed eight feet (8') in all zones, except manufacturing. In the manufacturing zone, a retaining wall shall not exceed twelve feet (12') in height.
- B. The slope from sidewalk grade to face of wall shall not exceed a 10H:1V slope. Terraced retaining walls shall be constructed out of one (1) type of material. For each additional terraced wall, each wall shall be constructed out of material that is similar in look, color, and texture. The landscape and drainage for rockery or retaining walls shall be maintained by the property owner.
- C. On a street side, a retaining wall less than four feet (4') in height may be constructed if set back a minimum of five feet (5'), measured from the back of sidewalk or back of curb where no sidewalk exists. A combination fence and retaining wall shall not exceed eight feet (8') in height. Retaining walls shall be measured from the top of the exposed face to finished grade.
- D. On a street side, a retaining wall four feet (4') or greater in height may be constructed if set back a minimum of ten feet (10'), measured from the back of sidewalk or back of curb where no sidewalk exists. A combination fence and retaining wall shall not exceed ten feet (10') in height. For interior, rear or side lot lines, where a solid fence is placed on top of a retaining wall or rockery wall, the combined exposed face shall not exceed thirteen feet (13') in height at any single point, measured from the finished grade of the adjacent retaining wall to the top of the solid fence. Retaining walls that exceed eight feet (8') shall be terraced in accordance to subsection G of this section.

- E. On a street side where a retaining wall is below street grade, the retaining wall shall not exceed maximum height of ten feet (10') nor be constructed within the municipal utility easement or public right-of-way (including, but not limited to, geogrid, footings, etc.).~~Fences at least fifty percent (50%) open (up to fifty percent (50%) may be solid, or non-see-through) may be placed on top of a retaining wall with a combined maximum height of thirteen feet (13').~~
- F. Any retaining wall below street grade shall be set back ten feet (10') minimum from right-of-way. Rockery and segmental block retaining walls shall adhere to City of St. George Standard and Specifications Section 4.4 or as amended.~~Where rockery or retaining walls were erected as part of a subdivision approval, the design and construction of any additional walls shall first be submitted for review and approval by the city, based on plans and specifications certified by a qualified structural engineer, and erected using the colors as were approved for the subdivision.~~
- G. The height of any single retaining wall shall not exceed ten feet (10') in all residential zones. In the commercial and manufacturing zone, a retaining wall shall not exceed twelve feet (12') in height.~~Retaining walls over eight feet (8') in height shall be stepped to form benches which shall be a minimum distance of one-half (½) the height of the lower retaining wall, and shall be landscaped. Benches shall be measured from the top back of the lower retaining wall to bottom face of the terraced retaining wall.~~
- H. For interior, rear, or side lot lines, where a solid fence is placed on top of a retaining wall, the combined exposed face shall not exceed fifteen feet (15') in height at any single point, measured from the finished grade adjacent to the base of the retaining wall to the top of the solid fence.~~The color, texture and design of retaining walls that may be visible to the public must blend into the natural surrounding environment. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020)~~
- I. Where existing retaining walls were erected as part of a subdivision approval, the design and construction of any additional retaining walls shall first be submitted for review and approval by the city.
- J. Retaining walls over ten feet (10') in height in residential zones or twelve feet (12') in commercial and manufacturing shall be stepped to form benches which shall be a minimum distance of one-half (½) the height of the largest exposed face of the two retaining walls and shall be landscaped. Benches shall be measured from the top face of the lower retaining wall to

bottom face of the terraced retaining wall and adhere to City of St. George Standard and Specifications Section 4.4 or as amended.

K. Terraced retaining walls shall be constructed out of one (1) type of material. The landscape and drainage for retaining walls shall be maintained by the property owner.

L. The color, texture and design of retaining walls that may be visible from the public right-of-way must blend into the natural surrounding environment.

M. Any terraced concrete or CMU retaining walls ~~that may be visible adjacent to a public long a street frontage~~ with a right-of-way width of 66 feet or greater (major collector or arterial streets) must include landscaping between terraced retaining walls ~~consistent with geotechnical considerations.~~

N. Retaining walls located within ten feet (10') of a structure, including accessory buildings and/or pools, require a site-specific geotechnical investigation report.

O. Any retaining wall over six feet (6') in height located within five feet (5') of a hillside, sidewalk, trail, or wash, shall install a safety railing at the top of the retaining wall.

P. For all new developments, retaining walls shall be installed between proposed lots where there is an elevation change greater than four feet (4') in height. All designs shall be approved by city.

10-18-~~34~~:

DOCUMENTS REQUIRED FOR PERMIT:~~FENCES:~~

A. A dimensioned grading plan that identifies the location of each concrete or CMU wall with respect to the property lines, easements, streets, and other rights-of-way. ~~Public Right-of-Way: No fence approved under this chapter shall be erected beyond a property line or on the public right-of-way. If a fence is installed within one foot (1') of a public sidewalk, concrete or gravel shall be installed between the fence and the sidewalk to prevent weeds from growing in this area. Maintenance of the area between the back of sidewalk and the property line shall be the responsibility of the property owner or homeowners' association as applicable.~~

B. Cross sectional drawing of the wall(s) including surface grade and structures located in front and behind the retaining wall(s) showing the minimum rock or block size, for each lift, maximum wall height, reinforcing, backfill specifications, all and surface drainage details, slope of adjacent ground, minimum embedment, cuts, and wall batter. ~~*Controlled Access Streets:* On minor arterial or larger streets, fences or retaining walls may be erected to a height of six feet four inches (6'4") in the front setback area. The requirements of section 10-18-2B apply to private driveways.~~

C. A copy of the site-specific geotechnical recommendations for design and construction of retaining walls including subgrade preparation, backfill placement and compaction, and the engineering properties of anticipated construction materials. Documents shall also include a reference to the source/geotechnical report of the data. ~~*Fences and Retaining Walls Contiguous to a Public Street:* Where a fence or retaining wall is located on the property line contiguous to a public street, the fence, or retaining wall, or combination of a fence on top of a retaining wall, shall not exceed six feet four inches (6'4") above the curb or sidewalk grade. Retaining walls may be terraced to achieve greater overall height; provided, that no one (1) vertical plane exceeds six feet four inches (6'4") in height, and walls are offset a minimum of three feet (3'). The retaining wall shall be set back from the sidewalk a minimum of ten feet (10') as required in this chapter.~~

D. For tiered retaining walls, when applicable, landscape and drainage plan in accordance with or adhering to city standards and specifications section 4.4.12 & 13. ~~*Clearances from Utility Facilities:* No fence, wall or similar structure may be located closer than:~~

- ~~1. Five feet (5') from pad-mount transformer or four (4) way vault.~~
- ~~2. Ten feet (10') from the door side of pad-mount switch gear, and five feet (5') from the non-door side of the switch gear.~~
- ~~3. Five feet (5') from fire hydrants.~~
- ~~4. Three feet (3') from water meter boxes.~~
- ~~5. Three feet (3') from video or communication pedestals.~~
- ~~6. Three feet (3') from street lights.~~

E. ~~*Recreation Use:*~~

~~1. On interior-side and rear property lines, a chain link or mesh fence may be erected to a height not exceeding twelve feet (12') for the purpose of enclosing a tennis court, or other court game area. Said fence may not be located in a front or street-side yard setback.~~

~~2. Safety nets are permitted along the side and rear property lines, where a property is adjacent to a golf course. Safety nets that exceed six feet (6') in height require a permit issued by the building department.~~

~~F. *Required in Certain Areas:* In all administrative and professional office, commercial, and manufacturing zones being adjacent to a residential zone of any type, or in multiple-family or planned development zones having a common lot line with a residential zone, a minimum six-foot (6') high solid fence shall be required, but shall be reduced to four feet (4') in height inside the front setback area.~~

~~G. *Fences Surrounding Developments:*~~

~~1. Developments without individual residential lots that front on a public street may include a solid fence in the front setback area to a height of six feet four inches (6'4"), that is reduced to three feet (3') at each driveway entrance and intersection, in the same manner as required for clear view at intersections in section 10-18-2B, and set back from the back of any sidewalk a minimum of ten feet (10').~~

~~2. *Access Gates:* If the back frontage of the lot is adjacent to a public trail or sidewalk, an access gate shall be permitted that is no wider than five feet (5') and shall be constructed of decorative iron.~~

~~a. The gate may be solid or see-through.~~

~~b. The gate shall swing to the interior of the lot.~~

~~c. A pathway from the gate to the trail shall be installed and lined with a natural material such as crushed rock, gravel, or flagstones. The pathway shall not be paved with concrete or asphalt.~~

~~d. Motor vehicle access shall not be permitted.~~

~~3. Landscaping required for commercial and manufacturing developments, and any required "street trees" shall be located on the street side of the fence. (Ord. 2019-10-002, 10-10-2019)~~

10-18-45:**SITE CONDITIONS~~BARBED WIRE:~~**

1. Future structures and landscaping.
2. Location of utilities, utility easements, and approval to City from each affected utility to construct the wall, unless wall is approved by City as part of the site construction drawings for a specific project.
3. Location of existing or future utility installations within eight feet (8') of the base and top of wall.
4. Site geometry including surface grades in front and behind the retaining walls maximum retained height requirements, existing structures located in front and behind the retaining walls, location of property lines and utility easements, and minimum separation requirements.
5. Construction parameters including wall type (i.e., gravity, and/or MSE options), anticipated surcharge loading conditions, wall batter, minimum keyway embedment, behind wall drainage, surface drainage, and future landscaping.
6. Soils information including subgrade soil and groundwater conditions, subgrade preparation requirements, recommended backfill materials and the suitability of on-site soils for use as backfill material, soil strength parameters for design of the retaining walls, and the presence of potential geologic hazards or construction constraints.

(Ord. 2019-10-002, 10-10-2019)

Barbed wire, razor ribbon and similar fencing material is prohibited in all zones except agricultural, manufacturing and C-2 and C-3 zones. In agricultural, manufacturing and commercial zones where permitted, and only for agricultural uses in the residential estates zone, the use of barbed wire, razor ribbon and similar material shall conform to the following restrictions:

~~A. Barbed wire, razor ribbon or similar material shall be pulled straight and not rolled or coiled.~~

~~B. Straight strands of barbed wire and similar material on top of fences or walls shall not exceed a combined fence and barbed wire height of seven feet (7').~~

~~C. In commercial zones, barbed wire or similar material shall not be used within the twenty-foot (20') front setback area and shall not be used along any common lot line with a residential zone or residential development. (Ord. 2019-10-002, 10-10-2019)~~

10-18-~~36~~:

PERMIT REQUIRED:

A. ~~Rockery, segmental block, reinforced concrete, or CMU retaining walls four feet (4') or greater in height, shall not be constructed~~ Retaining walls and rockery walls shall not be erected over three feet (3') in height, measured from top of footing to top of wall, without first obtaining a permit from the city of St. George ~~building department~~ unless shown in detail on an approved ~~subdivision or site~~ development plans.

B. ~~Concrete and CMU retaining wall height shall be measured from the top of the footing to top of wall. Rockery and segmental block retaining wall height shall be measured from exposed face to finished grade adjacent to the base of the retaining wall.~~

C. A permit is required prior to construction for any fence, ~~rockery wall~~, or retaining wall being ~~erected~~ constructed in a front setback unless shown in detail on ~~an~~ approved ~~subdivision or~~ site development plans.

~~D.~~ C An application for the permit must be submitted with the following information: a site plan showing property lines, sidewalks, buildings, height, and locations of all fences and ~~rockery or~~ retaining walls, and a landscape and drainage plan for ~~rockery or~~ retaining walls. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020)

ARTICLE A. ROCKERY AND SEGMENTAL BLOCK WALLS

- 10-18A-1: Rockery and Segmental Block Walls Subject to This Article – Permit Required
- 10-18A-2: Documents Required for Permit
- 10-18A-3: Site Conditions
- 10-18A-4: Construction
- 10-18A-5: Limitations
- 10-18A-6: Separations Setbacks
- 10-18A-7: Structural Analysis
- 10-18A-8: Materials
- 10-18A-9: Inspections
- 10-18A-10: Rock Cut Slopes
- 10-18A-11: Property Mitigation

10-18A-1:

ROCKERY AND SEGMENTAL BLOCK WALLS SUBJECT TO THIS ARTICLE – PERMIT REQUIRED:

A. Rockery and segmental block retaining walls four feet (4') in height and or greater, as measured from the top of the exposed face to finished grade adjacent to the base of the retaining wall~~ground surface to the top of the uppermost rock layer~~, shall be subject to the provisions of this article and shall require a building permit issued by the City~~city of St. George community development department~~ prior to construction or alteration unless the wall was included on and approved on the development site plans~~engineered construction drawings for the subdivision~~. (Ord. 2019-10-002, 10-10-2019)

B. The following do not require a building permit:

1. Non-tiered retaining walls less than four feet (4') in exposed height and have no steeper than 10H:1V (Horizontal:Vertical) front and back slopes within ten feet (10') of the wall.
2. Tiered retaining walls less than four feet (4') in exposed height per wall, have front slopes and back slopes of each wall no steeper than or equal to 10H:1V within ten feet (10') of the walls, and have a separation greater than 1.5 times the height of the tallest exposed face of the two walls. The distance shall be measured from top of exposed face of the lower wall to base of exposed face of the upper wall.

10-18A-2:

DOCUMENTS REQUIRED FOR PERMIT:

The following documentation shall be submitted to the city at the time of application for a permit under this article:

- A. A completed Pre-Wall Geotechnical Data Sheet from the Geotechnical Engineer responsible for observation and testing of the wall construction.
- B. A dimensioned grading plan drawing that identifies the location of each rockery or segmental block wall with respect to the property lines, easements, streets, and other rights-of-way. ~~Existing construction required setbacks, as noted below, and drainage features shall clearly be identified on drawings.~~
- ~~C.B.~~ CA ~~cross section~~ al drawing of the wall(s) including surface grade and structures located in front and behind the retaining wall(s) showing the minimum rock or block size, for each lift, maximum wall height, reinforcing, backfill specifications, all and surface drainage details, slope of adjacent ground, minimum embedment, cuts, and wall batter.
- ~~D.C.~~ A copy of the site-specific geotechnical recommendations for design and construction of retaining walls including subgrade preparation, backfill placement and compaction, and the

engineering properties of anticipated construction materials. Documents shall also include a reference to the source/geotechnical report of the data.

E. For tiered retaining walls, when applicable, landscape and drainage plan in accordance with or adhering to city standards and specifications section 4.4.12 & 13.

10-18A-3:

SITE CONDITIONS:

A. The following specific site conditions shall be considered for each wall design and ~~noted—~~
shown on the drawings submitted:

1. Future structures and landscaping.
2. Location of utilities, utility easements, and ~~approval written permission in a form—~~
~~acceptable to the City~~ from each affected utility to construct the wall, unless wall is
approved by City as part of the site construction drawings for a specific project.
~~Notwithstanding any written permission, the city reserves the right to deny a permit for a~~
~~wall within, or over, a utility easement.~~
3. Location of existing or future utility installations within eight feet (8') of the base and top of wall.
4. ~~Data showing the subgrade soil conditions within eight feet (8') of the wall.~~
5. ~~The type of fill material to be replaced or removed.~~
6. ~~The drawings shall note the drainage for surface water within sixteen feet (16') of the—~~
~~wall, and all walls shall be designed assuming wet conditions.~~
7. ~~The drawings shall note the subsurface water conditions within eight feet (8') of the—~~
~~wall.~~
8. ~~The drawings shall note the keyway/foundation depth and width.~~
9. ~~The drawings shall note the slope conditions and surcharge loads.~~

~~10. Maintenance and service access. Site geometry including surface grades in front and behind the retaining walls maximum retained height requirements, existing structures located in front and behind the retaining walls, location of property lines and utility easements, and minimum separation requirements.~~

~~5. Construction parameters including wall type (i.e., rock, segmental block, gravity, and/or MSE options), anticipated surcharge loading conditions, wall batter, minimum keyway embedment, behind wall drainage, surface drainage, and future landscaping.~~

~~6. Soils information including subgrade soil and groundwater conditions, subgrade preparation requirements, recommended backfill materials and the suitability of on-site soils for use as backfill material, soil strength parameters for design of the retaining walls, and the presence of potential geologic hazards or construction constraints.~~

~~7. Rockery and segmental block wall construction according to St. George Standard Specifications 4.3.5.~~

(Ord. 2019-10-002, 10-10-2019)

10-18A-4:

CONSTRUCTION:

Rockery and segmental block wall construction shall be constructed in accordance with St. George City Standard Specifications 4.3.5 or as amended.

~~A. *Monitoring:* All phases of rockery wall construction shall be monitored by the geotechnical engineer employed by the owner/contractor to verify that the nature and quality of the materials being used are appropriate and that the construction is in accordance with the engineered design. The geotechnical engineer shall verify to the city in writing that the materials and construction of the rockery wall as built is in accordance with the engineered design after construction is complete.~~

~~B. *Fill Compaction:* Where the rockery walls are constructed in front of a fill, the fill shall be placed and compacted in a manner that will provide a competent fill mass as noted in the drawings. All fills shall consist of quality fill meeting the geotechnical engineer's recommendations as noted on the drawings or report.~~

~~C.— *Compaction Testing:* Density tests to verify compaction shall be taken at random locations. At least two (2) tests per one hundred feet (100') of wall length per two feet (2') of backfill shall be taken. In critical locations, the geotechnical engineer may request additional monitoring. The testing shall be conducted by a certified technician under the direction of the geotechnical engineer.~~

~~D.— *Fill Construction Reinforcement:* All fill placed behind rockery walls shall be reinforced as recommended by the geotechnical engineer.~~

~~E.— *Rock Selection:* The contractor shall have sufficient space and stockpile material available to select from among a number of rocks for each space in the rockery wall to be filled. Rock should be of a generally cubical, tabular or rectangular shape. Rounded rocks should not be used and internal void spaces in the facing should be kept to a minimum. Prior to being placed, all rock shall be inspected and approved by the geotechnical engineer. The rock source shall be preapproved by the geotechnical engineer. Rocks shall be placed to decrease in size with increasing wall height. Rocks shall be placed to bear on good flat-to-flat surfaces. The long dimension of the rocks shall extend back toward the cut/fill face. Rocks shall bear on at least two (2) or more other rocks.~~

~~F.— *Rock Placement:* Rock shall be placed as recommended by the geotechnical engineer. A keyway (one-foot (1') minimum) as recommended by the geotechnical engineer shall be constructed into unyielding soil.~~

~~G.— *Drainage:* A rock drainage filter or geosynthetic filter fabric shall be installed between the rear face of the rock wall and soil face being protected. The drainage design shall consider adjacent conditions and potential for water and erosion and shall be constructed as directed by the engineer.~~

~~H.— *Surface Drainage:* Surface drainage shall be directed away from the rockery wall face to a positive and permanent discharge well away and beyond the rock wall. The surrounding site shall be graded such that water cannot flow over the top of the wall.~~

~~I.— *Steepness of Walls:* The steepness of the wall shall not exceed one horizontal to six vertical (1:6). Specific recommendations from the engineer are required and shall be noted on the drawings.~~

~~J.— *Slopes:* Slopes above and below walls shall not exceed two horizontal to one vertical (2:1). (Ord. 2019-10-002, 10-10-2019)~~

10-18A-5:**LIMITATIONS:**

A. *Height:* The height of any single rockery or segmental block wall shall not exceed teneight feet (108'). The height of any single rockery or segmental block wall in commercial or manufacturing zone shall not exceed twelve feet (12') or as limited by the International Building Code, foundation clearance from slopes, and these standards, whichever is most restrictive.

B. *Alignment:* Walls shall be in a continuous alignment without abrupt changes in—
direction. Terraced Retaining Walls: Segmental block or rock terraced retaining walls are
allowed, provided the terraced retaining walls are separated by a minimum distance of one-half
(1/2) the height of the tallest exposed face of the terraced retaining walls. The total maximum
combined height for a terraced retaining wall in a residential zone shall be 20 feet and in a
commercial or manufacturing zone shall be 24 feet. The terraced retaining wall shall have a
maximum slope of 10 horizontal to 1 vertical (10H:1V) between walls.

C. Rockery or segmental block terraced retaining walls located adjacent to a public streets,
with a right-of-way width of 66 feet or greater (major collector or arterial streets), or visible to
the general public, shall be designed to include landscaping between the terraced retaining
walls. Where landscaping is required between rockery or segmental block terraced retaining
walls, the minimum separation between terraced retaining walls, measured from face of lower
wall to face of upper wall, shall be a minimum of six (6') feet to form a bench for installation of
topsoil material. At the location of each plant the topsoil material shall have a minimum area
of 34 feet by 34 feet with a minimum depth of 2 feet for installation and compaction of topsoil.
The plants shall be spaced a maximum of ten (10') feet apart. A landscaping plan shall be
designed to include drought tolerant plants with limited root depth. The landscaping plan for
the terraced rock retaining walls shall be included with the design of the walls and show the
following:

1. The type of drought tolerant plants
2. Separation between terraced retaining walls
3. The backfill zone for drainage
4. The controlled drip system and location

If the existing soil material, where landscaping is required adjacent to or between tiered sections of a rock or segmental block retaining wall(s), is of such a nature that introduction of irrigation water into the soil may be detrimental to the retaining wall, the geotechnical engineer may recommend the reduction or elimination of the landscaping and irrigation water between the tiered sections of a retaining wall and the reduction or elimination of landscaping and irrigation water adjacent to the top or base of the retaining wall(s) based on the following findings:

1. There is a high concentration of sulfate within the existing soil
2. The high impermeability of the existing soil layers
3. The moisture sensitivity of the existing soil and its reaction to water

The rRockery or segmental block wall design must explicitly state that the terraced retaining walls were designed to accommodate water.

D.C. *Alignment:* Retaining Walls are to be designed in a continuous alignment. Any abrupt changes in direction shall be addressed and noted in the design.

E. *Terminations, Intersections, and Radii:* Terminations, intersections, and radii of rockery and segmental block retaining walls shall be included in the engineering analysis. (Ord. 2019-10-002, 10-10-2019)

10-18A-6:

SEPARATIONSSETBACKS:

A. *Minimum SEPARATIONetbacks:* The setback-separation distance from a rockery or segmental block retaining wall to a building or structure shall be a minimum of ten (10') feet, or as outlined in the International Building Code. The separation distance shall be measured from face of wall to face of structure. This provision applies to building or structure footings at the low and high sides of the retaining wall.

1. Ornamental fences, guards, or screen walls shall be located a minimum of four feet (4') from the front face at the top of the rockery/segmental block retaining wall.

Ornamental fences, guards or screen walls shall have their own foundations and not rely on the retaining wall for structural support.

2. Where the minimum retaining wall separation requirements to a structure exceed that of the land use setback zone, additional design analysis and calculations along with a geotechnical letter may be submitted to the City to request a reduction for the minimum separation for a retaining wall from buildings, structures and/or pools. However, the minimum separation shall not be less than the land use setback zone. meet all setback requirements as outlined in the International Building Code. Foundation clearance from slopes or the setback from a rockery wall shall be a minimum of the height of the rockery wall.

B. *Separate Rockery and Segmental Block Retaining Walls Considered One (1) Wall:* For height and ~~separation~~ ~~back~~ restrictions separate rockery and segmental block retaining walls shall be considered one (1) wall, unless separated by a horizontal distance greater than 1.5 times the vertical height of the ~~lower~~ taller wall. The separation distance shall be measured from the face of lower wall to face of upper wall. ~~outside of the foundation of the structure to the exposed face of the rockery wall.~~ This provision applies to building or structures at the low and high side of the wall.

C. *Terraced Rockery Walls:* Multiple rockery walls, designed as terraced retaining walls, shall be separated a minimum distance of one-half (½) the height of the lower rockery wall to another rockery wall. The height of an upper wall shall not exceed the height of a lower wall. The total combined height of all rockery walls shall not exceed sixteen feet (16').

~~D. *Rockery Walls in Utility Easements:* Rockery walls shall not be constructed within utility easements without prior written permission in a form acceptable to the city from each affected utility. Notwithstanding any written permission, the city reserves the right to deny a permit for a wall within, or over, a utility easement. Rock walls shall be limited to a height of three feet (3') within the street frontage utility easement. (Ord. 2019-10-002, 10-10-2019)~~ No component of a rockery or segmental block retaining wall shall be constructed within public right-of-way or adjacent to trails.

(Ord. 2019-10-002, 10-10-2019)

10-18A-7:**STRUCTURAL ANALYSIS:**

A. *Adherence to Requirements:* All structural analysis shall be in accordance with adopted building code of the jurisdiction having authority, the local amendment adopted by the authority having jurisdiction, and this article.

B. *Factor of Safety – Seismic Forces:* The minimum factors of safety used for structural analysis for sliding and overturning shall be in general accordance with the current Federal Highway Administration (FHWA) Guidelines for Rockery Walls, and the current National Concrete Masonry Association (NCMA) Design Manual for Segmental Block Retaining Walls, for both static and seismic forces. ~~of each rock in a rockery wall shall be two (2). This shall include load combinations with seismic forces.~~

C. *Analysis Provisions:* The ~~following~~ analysis provisions provided in St. George Standard Specifications 4.3.5 shall apply.:

~~1. The maximum unit weight of the rocks used in the design of a rockery wall shall be one hundred fifty-five (155) pcf unless field verified by special inspection.~~

~~2. The maximum coefficient of friction between rocks in a rockery wall shall be one-half (½).~~

~~3. Surcharge load shall be taken into consideration in the analysis.~~

~~4. Specifications shall be provided to clearly define acceptance criteria for rock materials.~~
(Ord. 2019-10-002, 10-10-2019)

D. *Design Details:* The geotechnical engineer shall provide the design details specific to the location and conditions with a professional stamp. The geotechnical engineer shall provide upon request a printout of the input and output of the files with factors of safety within the applicable design standard used according to St. George Standard Specifications 4.3.5.

10-18A-8:**MATERIALS:**

Rock and block material shall meet the minimum requirements of the ~~“Rock Wall Construction Guidelines,” by the Associated Rockery Contractors, August 15, 2000, Edition, unless other materials are specifically preapproved by the geotechnical engineer~~St. George City Standard Specifications section 4.3.5.10. (Ord. 2019-10-002, 10-10-2019)

10-18A-9:**INSPECTIONS:**

A. *Qualified Geotechnical Engineer Required:* Construction of rockery and segmental block retaining walls shall be ~~supervised and inspected~~observed by a qualified geotechnical engineer employed by the owner/contractor and shall include all phases of construction. ~~Supervision and Testing shall be at the frequency specified by the geotechnical~~Design Geotechnical engineer, ~~and shall include all phases of construction.~~

B. Schedule Required: A schedule for the continuous or periodic observation of construction shall be specified on the construction documents and all such observations shall be verified in writing. (Ord 2019-10-002, 10-10-2019)

C.B. Final Compliance Report Required: Upon completion of the wall, the ~~G~~geotechnical engineer shall submit a final compliance report ~~to the authority having jurisdiction.~~ The report shall include a ~~verification description~~ of the rockery or segmental block wall, including type of rock, size of rock, rock placement, embedment depth, and batter inclination, property line setback, separations, and height of wall. The report shall provide a professional opinion as to the compliance ~~that the construction observed meets the intent of the design with all of the design recommendations and acceptance of the construction.~~ Final summary shall include documentation of items on pre-wall geotechnical data sheet, compaction testing results, and photos.

~~C. *Schedule Required:* A schedule for the continuous or periodic supervision and inspection of construction shall be specified on the construction documents and all such supervision and inspection shall be verified in writing. (Ord. 2019-10-002, 10-10-2019)~~

10-18A-10:

ROCK CUT SLOPES:

- ~~A. A rock cut slope is a cut into a competent rock material that is determined by a geotechnical engineer to be inherently stable and does not require any type of additional retainage for the cut slope.~~
- ~~A.B. When a competent rock material is cut to form a permanent slope, the height of a single rock cut slope shall not exceed fifteen~~twenty~~ feet (15~~20~~'). A Hillside Development Permit is required ~~may be approved~~ for a rock cut slope greater than fifteen~~twenty~~ feet (15~~20~~'). A rock cut slope greater than 15' shall require a bench with a minimum width of $1/3h + 1$, with h being the height of the tallest rock cut slope and h being calculated in feet. The maximum height of a tiered rock cut slope shall not exceed 30 feet.~~
- ~~C. If a rock cut slope is four feet (4') in height or greater and determined by the geotechnical engineer to be susceptible to weathering, fracturing or raveling over time, or for aesthetic purposes, the geotechnical engineer may request mitigation measures in the form of a protective stacked rockery face, a segmental block face, or other form of protective face that is approved with a Hillside Development Permit. If a protective face is approved with a Hillside Development Permit, the following standards shall apply for the protective face:~~
- ~~4. A building permit shall be required from the city which includes a stamped and signed design of the protective face from a licensed geotechnical engineer.~~
 - ~~5. The height of a protective face for a single rock cut slope shall not exceed fifteen feet (15').~~
 - ~~6. Terraced protective faces are allowed. The maximum combined height of a tiered ~~terraced~~ protective faces for a rock cut slopes shall be a maximum ~~height of thirty feet (30')~~ provided the protective faces are separated by a~~

minimum distance of $1/3h + 1$, with h being the height of the tallest rock cut and he being measured in feet. The ~~6-foot-wide~~ width of the bench shall be measured from face of lower rock cut slope to face of upper rock cut slope.

7. Verification that the rock cut is an inherently stable slope and provide construction recommendations with the engineering design that include minimum rock/block size(s), material properties, maximum inclination of face, and any other items to show a stable, self-supporting protective face. The protective face shall not be designed to resist lateral earth pressures, ie. designed as a retaining wall.
8. At completion of installation of protective face, a letter of compliance, from the licensed geotechnical engineer indicating the mitigation measures were constructed as designed and for the intended purpose(s), shall be submitted to the city prior to approval of the installation of the protective face.

10-18A-11:

PROPERTY MITIGATION

- A. The hillside committee may recommend to city council that, because of the size of or aesthetic nature of the project a letter of credit or cash bond to assure hillside restoration shall be provided prior to issuance of a hillside development permit for projects disturbing more than one acre. Such financial guarantee shall be provided in the amount of 100% of the cost to ensure necessary soil stabilization (including grading), planting and maintenance, in the event the developer fails to complete the hillside restoration in accordance with the approved site construction drawings within one year from the issuance of a grading permit for the project. A cost estimate from an architect, landscape architect or engineer for the letter of credit or cash bond shall be provided to the city for approval. Once the estimate is approved by the city, the letter of credit or cash bond may be acquired and submitted to the city. The community development director may grant an additional extension of one year to allow completion

of the restoration work if the project has made significant progress toward completion of the project.

(Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2024-017, and legislation passed through March 21, 2024.

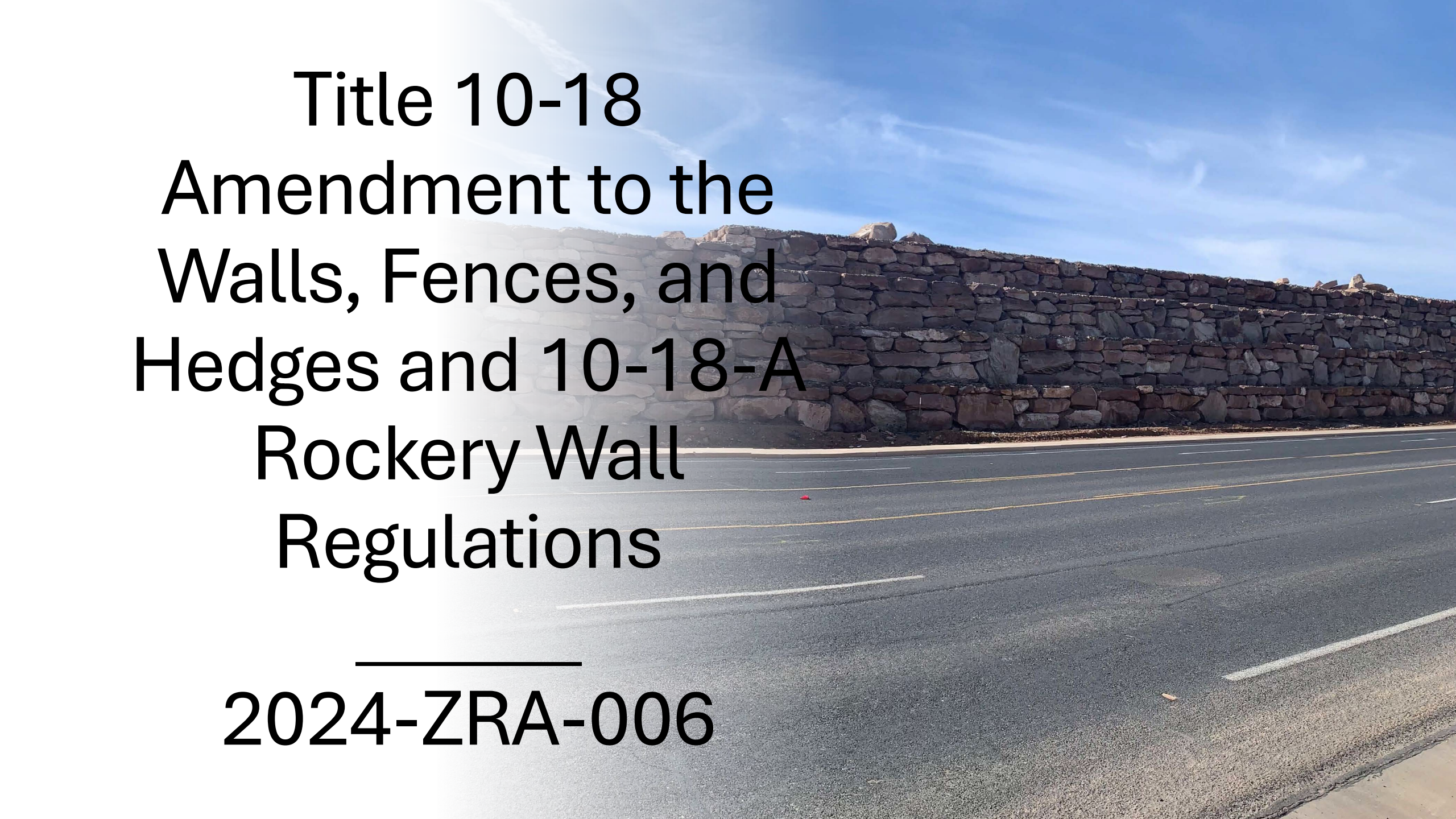
Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

[Hosted by General Code.](#)

EXHIBIT B
PowerPoint Presentation

The background of the slide is a photograph of a long, low stone wall made of dark, irregular stones. In front of the wall is a dark asphalt road with white lane markings. The sky above is a clear, bright blue with a few wispy clouds. The text is overlaid on the left side of the image.

Title 10-18 Amendment to the Walls, Fences, and Hedges and 10-18-A Rockery Wall Regulations

2024-ZRA-006









Proposed Zoning Regulation Amendment Highlights

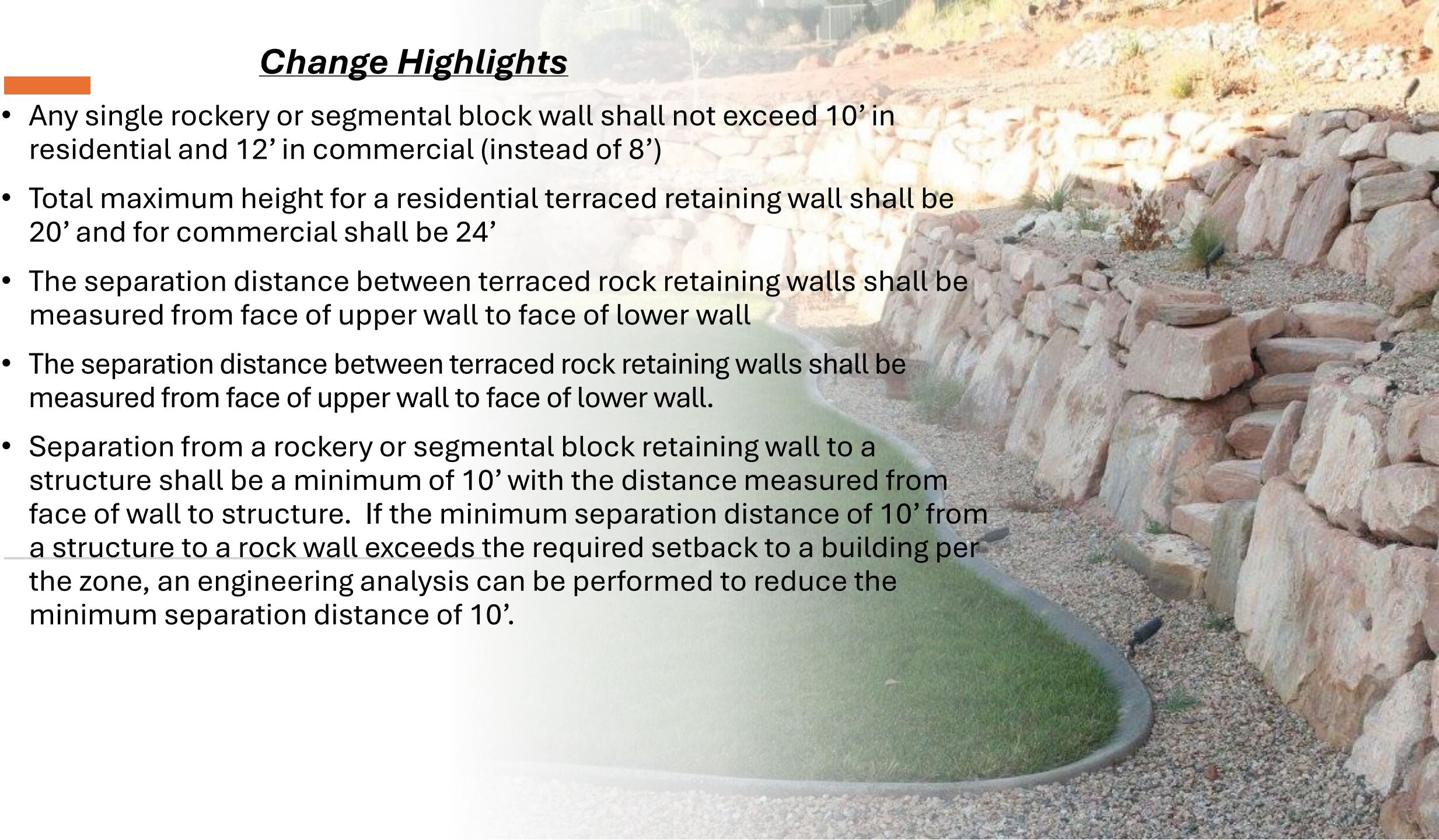
- Title 10 Chapter 18 heading changed from Walls, Fences and Hedges to Fences and Retaining Walls
- 10-18-1: heading changed from Requirements to Fences
- 10-18-2: heading changed from Requirements on Corner Lots to Retaining Walls
- 10-18-3: heading changed to Permit Requirements
- These changes are represented by adding 10-18-1-D thru K and deleting section 10-18-4
- Removing section 10-18-2 Requirements on Corner Lots
- Adding section 10-18-3 the requirement for Retaining Walls
- Definitions added for clarification

Old Rockery Wall vs. New Rockery/Segmental Block Wall Ordinance - Highlights

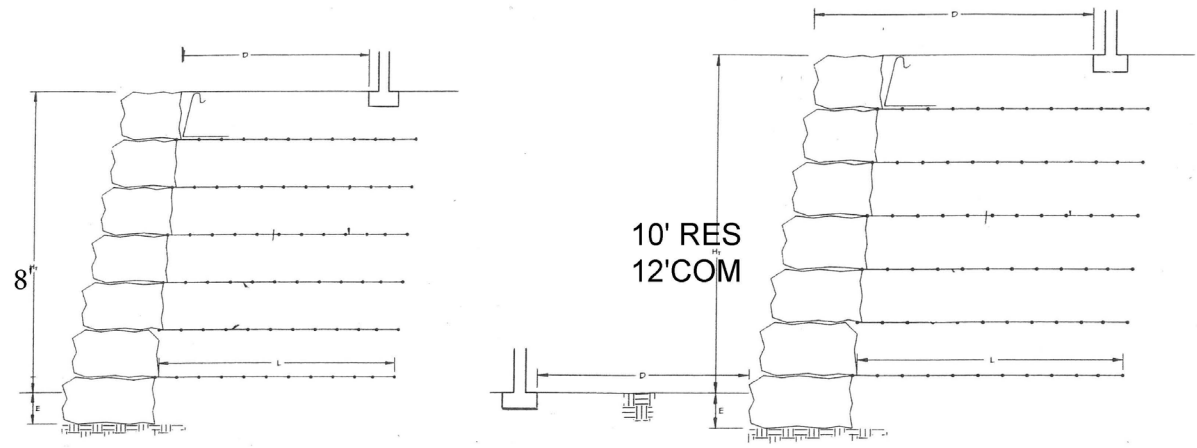
Old Ordinance	New Ordinance
Rockery walls 4' and greater require engineering analysis and design.	Rockery walls greater than 3' require engineering analysis and design.
Maximum single-tier height = 8'	Maximum single-tier height = 10' except for manufacturing zoning where the maximum height shall not exceed 12'.
Maximum two-tier Height = 24' for Commercial	Maximum two-tier Height = 16' (same)
The setback from the backs of rockery walls to a building or structure footing shall be at least the height of the wall.	The setback from the face of rockery walls to a building or structure footing shall be at least 10'.
Terraced rockery walls are considered one (1) wall, unless separated by a horizontal distance greater than the vertical height of the lower wall.	Terraced rockery walls are considered one (1) wall, unless separated by a horizontal distance greater than 1½ times the vertical height of the tallest wall.
Terraced rockery walls shall be separated a minimum distance of one-half (½) the height of the lower wall. The distance shall be measured from the back of the rocks on the lower wall to the face of the rocks on the upper wall.	Terraced rockery walls shall be separated a minimum distance of one-half (½) the height of the greatest exposed height of the tallest wall. The distance shall be measured from top of the exposed face of the lower wall to base of the exposed face of the upper wall.
The height of the upper wall shall not exceed the height of the lower wall.	The height of the upper wall shall may exceed the height of the lower wall.
	Retaining walls shall be installed between lots where there is an elevation change greater than 4' in height, unless special circumstances require an alternative design.
	Retaining walls shall be installed at the time of development; unless bonded for; and if bonded for, then all walls shall be installed before the issuance of building permits for the homes.
The separation distance between terraced rock retaining walls shall be measured from back of lower wall to face of upper wall.	The separation distance between terraced rock retaining walls shall be measured from face of upper wall to base of lower wall.
The minimum separation distance between a structure and a rock retaining wall is the height of the retaining wall	If the minimum separation distance of 10 feet from a structure to a rock wall exceeds the required setback to a building per the zone, an engineering analysis can be performed to reduce the minimum separation distance of 10 feet.

Change Highlights

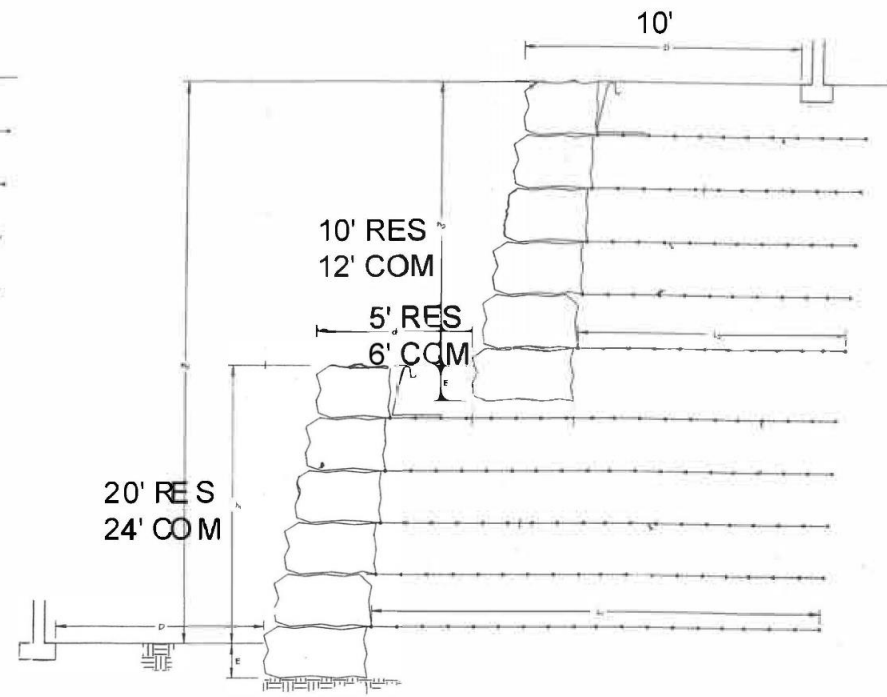
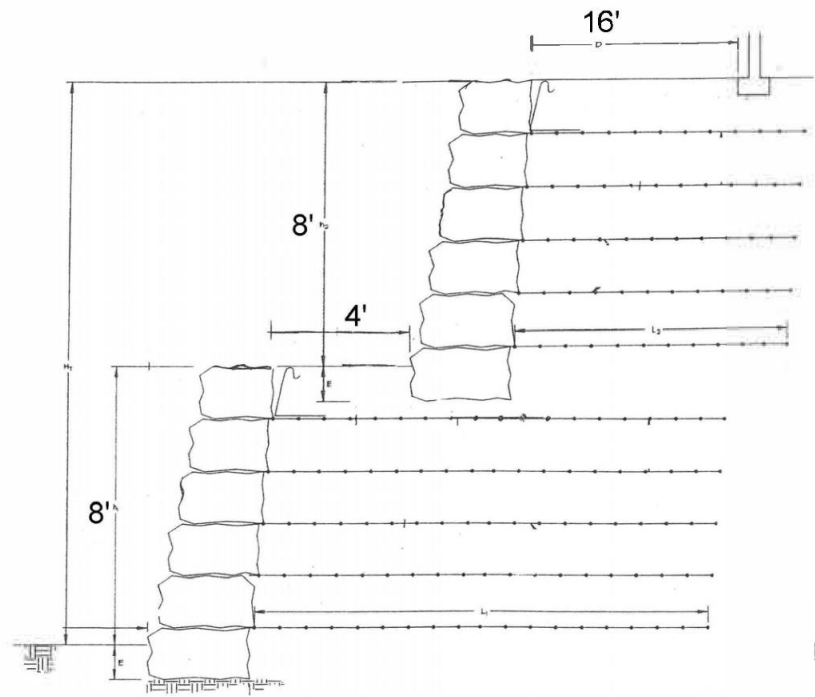
- Any single rockery or segmental block wall shall not exceed 10' in residential and 12' in commercial (instead of 8')
- Total maximum height for a residential terraced retaining wall shall be 20' and for commercial shall be 24'
- The separation distance between terraced rock retaining walls shall be measured from face of upper wall to face of lower wall
- The separation distance between terraced rock retaining walls shall be measured from face of upper wall to face of lower wall.
- Separation from a rockery or segmental block retaining wall to a structure shall be a minimum of 10' with the distance measured from face of wall to structure. If the minimum separation distance of 10' from a structure to a rock wall exceeds the required setback to a building per the zone, an engineering analysis can be performed to reduce the minimum separation distance of 10'.



SINGLE-TIER ROCKERY RETAINING WALL DETAIL

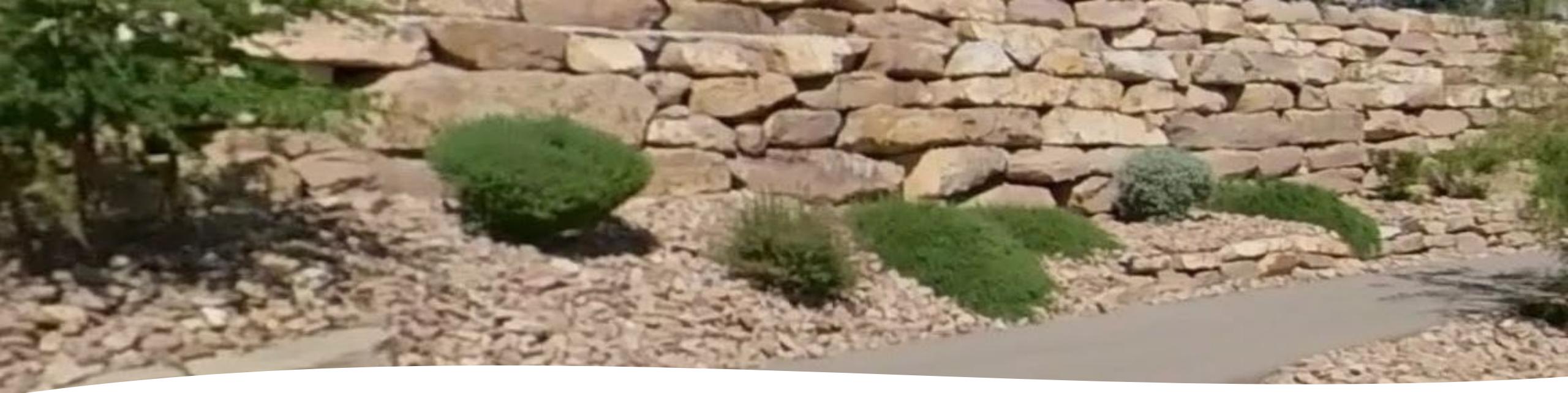


TERRACED ROCKERY RETAINING WALL DETAIL

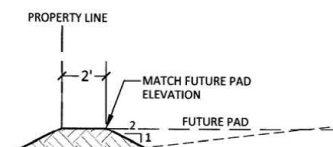
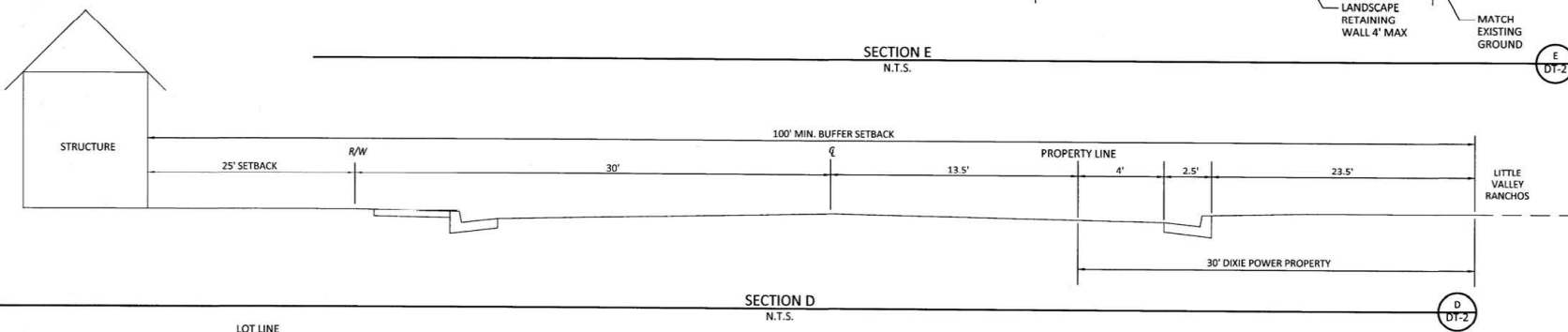
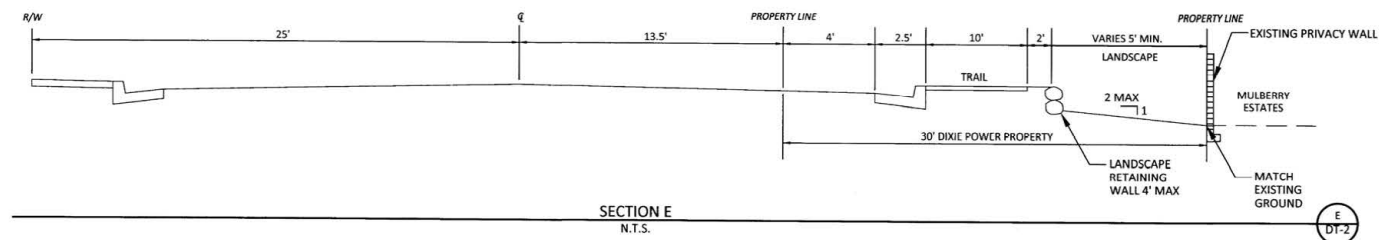
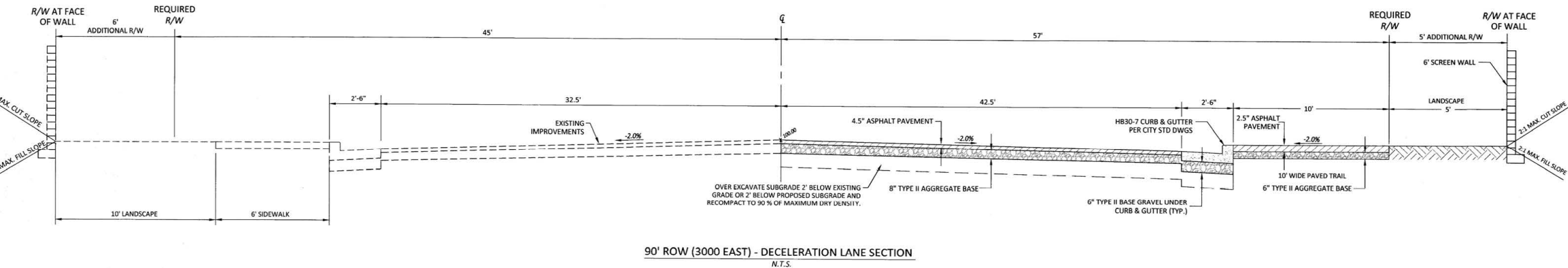
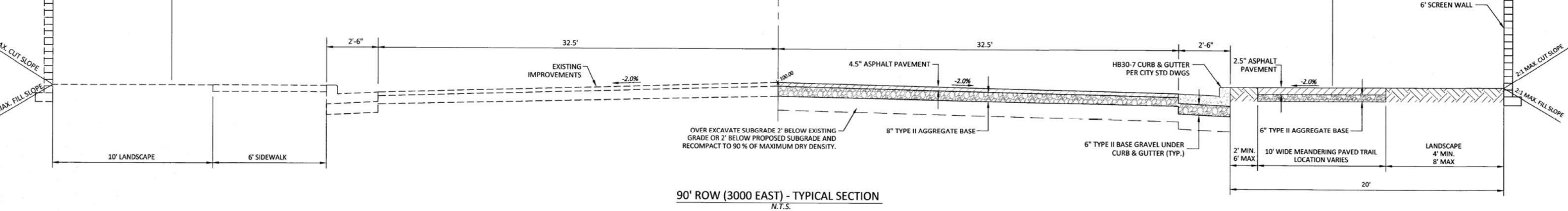


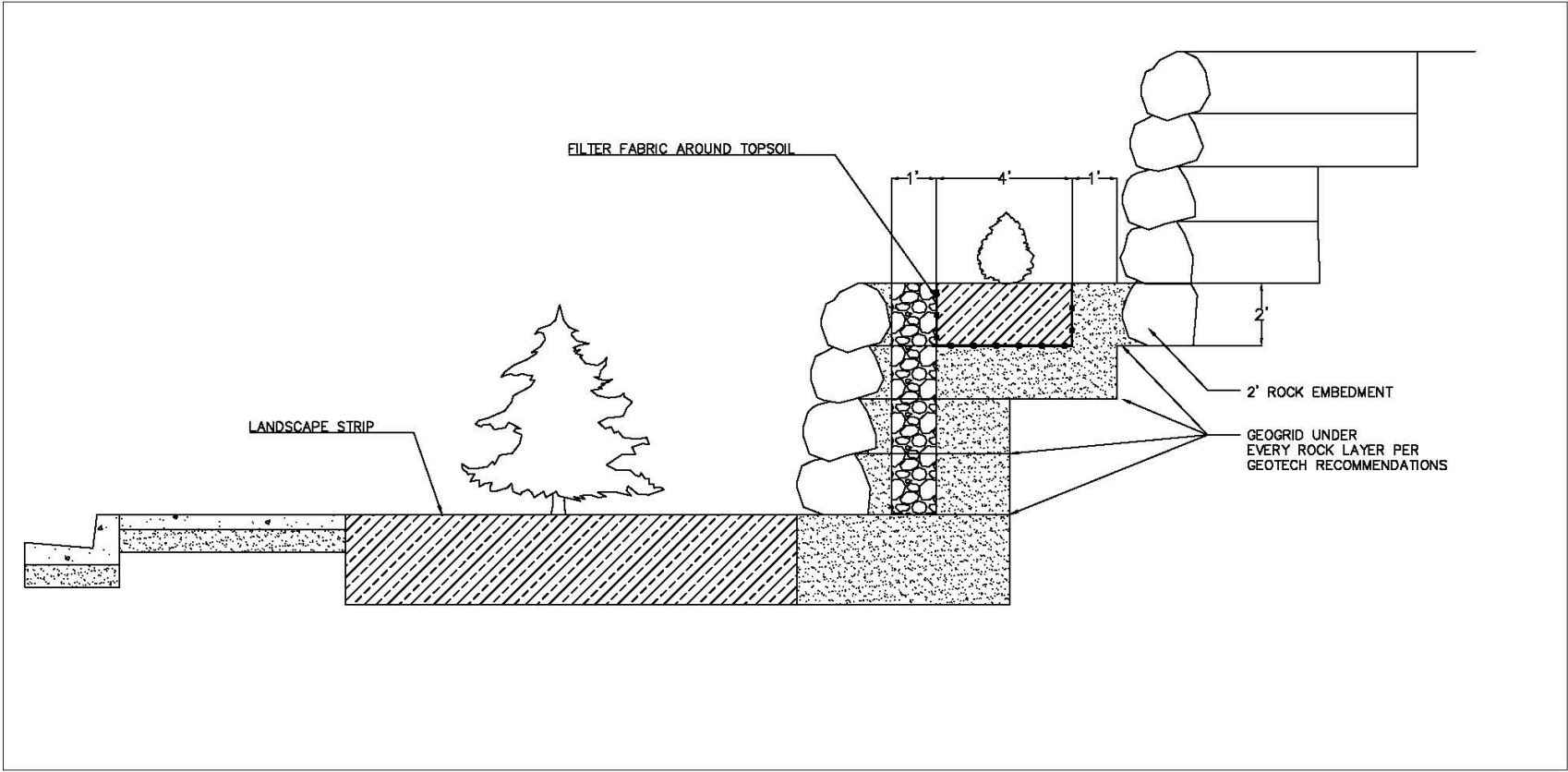






- The height of the upper wall may exceed the height of the lower wall.
- For new development, retaining walls shall be installed between lots where there is an elevation change greater than 4' in height. Retaining walls shall be installed at the time of development; unless bonded for; and if bonded for, then all walls shall be installed before the issuance of certificate of occupancy for the homes.
- Rockery, segmental block, CMU and concrete terraced retaining walls adjacent to a public street 66' or greater, shall be designed to include drought resistant plants on terraces to be installed a maximum of 10' apart.
- The color, texture and design of retaining walls that may be visible from the public right-of-way must blend into the natural surrounding environment.

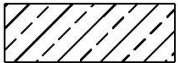




STRUCTURAL BACKFILL



FREE DRAINING GRAVEL MATERIAL



PLANTING TOPSOIL



FILTER FABRIC







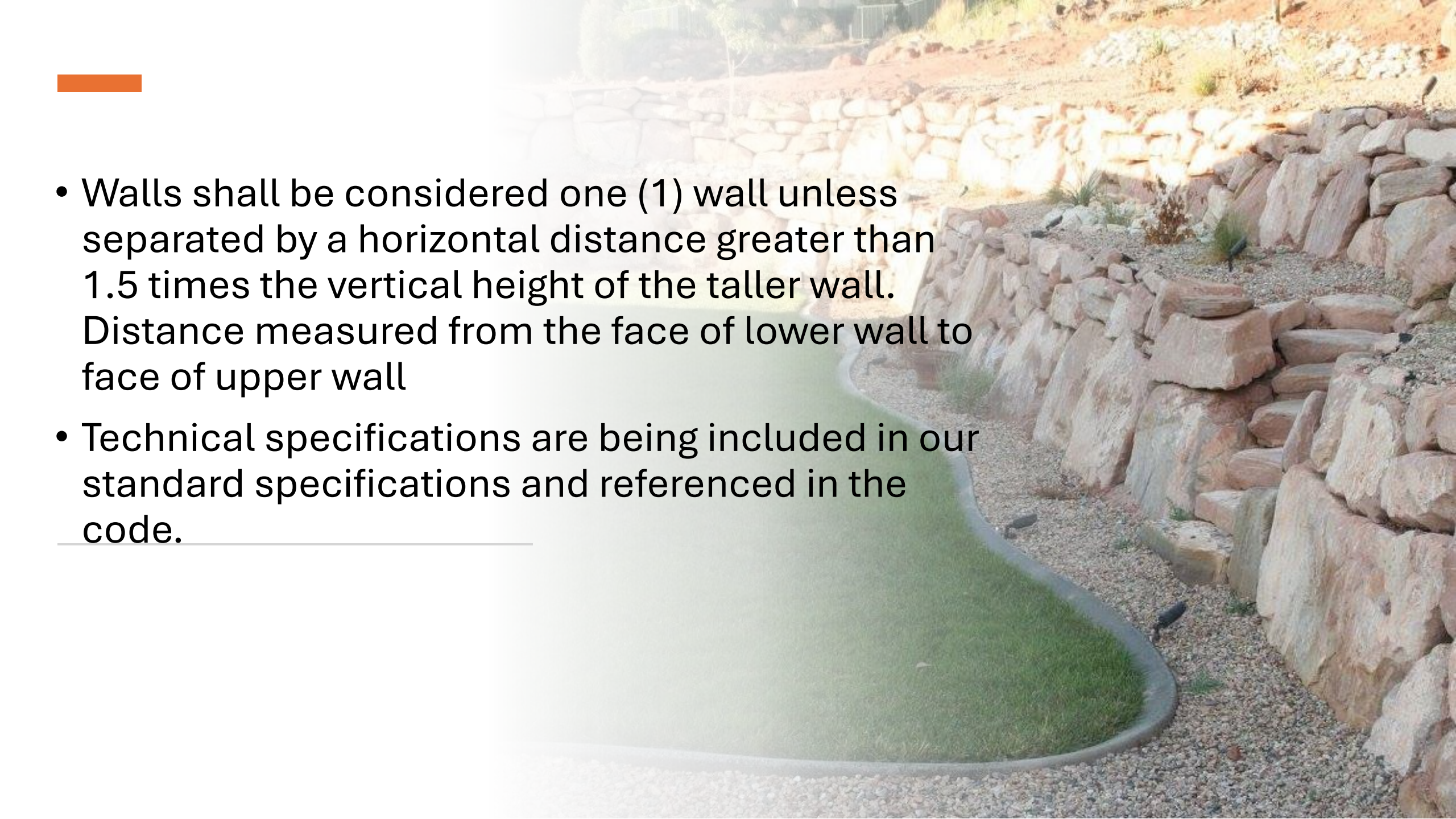




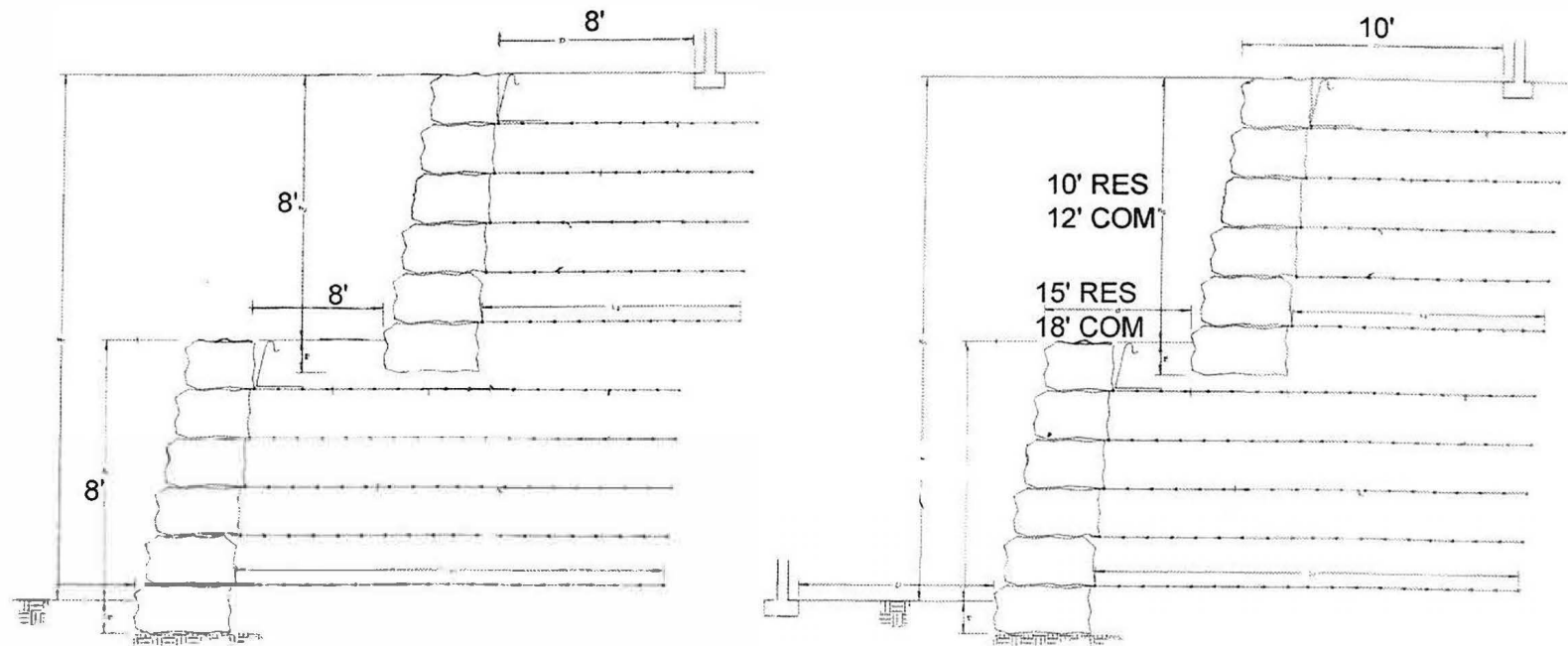






- 
- Walls shall be considered one (1) wall unless separated by a horizontal distance greater than 1.5 times the vertical height of the taller wall. Distance measured from the face of lower wall to face of upper wall
 - Technical specifications are being included in our standard specifications and referenced in the code.

TERRACED ROCKERY RETAINING WALL DETAIL



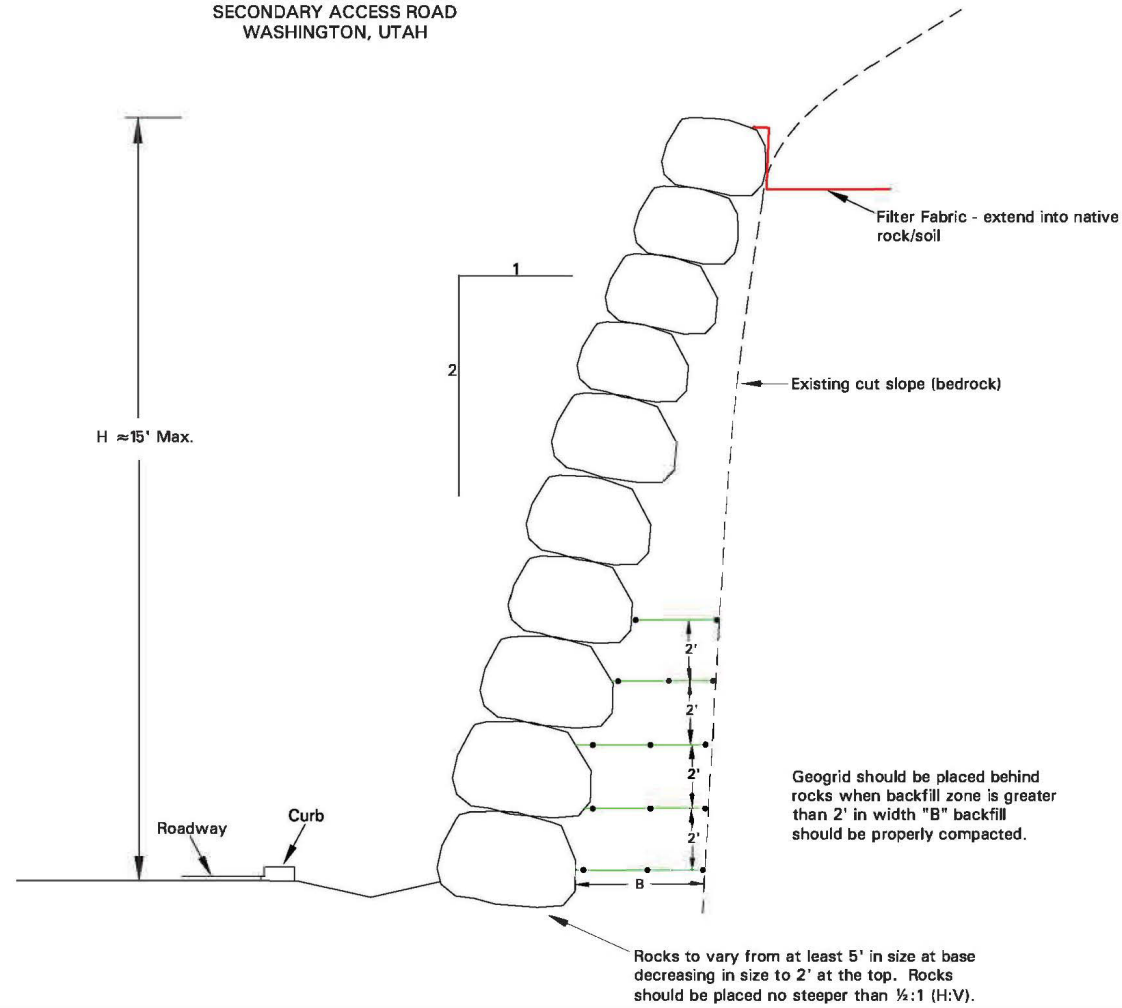


Rock Cut Slopes



- A cut into a competent rock material that does not require any type of additional retainage.
- Maximum height of a competent rock cut as a permanent slope shall be 15', for heights greater than 15' a Hillside Development Permit is required.
- For a rock cut slope greater than 15' the rock cut slope will be required to provide a bench. The minimum bench width shall be $H/3+1$.
- If a rock cut slope is determined by the geotechnical engineer to be susceptible to weathering, fracturing or raveling over time, or for aesthetic purposes, the geotechnical engineer may recommend mitigation measures in the form of a protective stacked rockery face, a segmental block face, or other form of protective face that is approved with a Hillside Development Permit. The maximum height of a tiered or terraced rock cut slope will be 30'. The minimum bench width shall be $H/3+1$.

SOLIS AT CORAL CANYON
SECONDARY ACCESS ROAD
WASHINGTON, UTAH



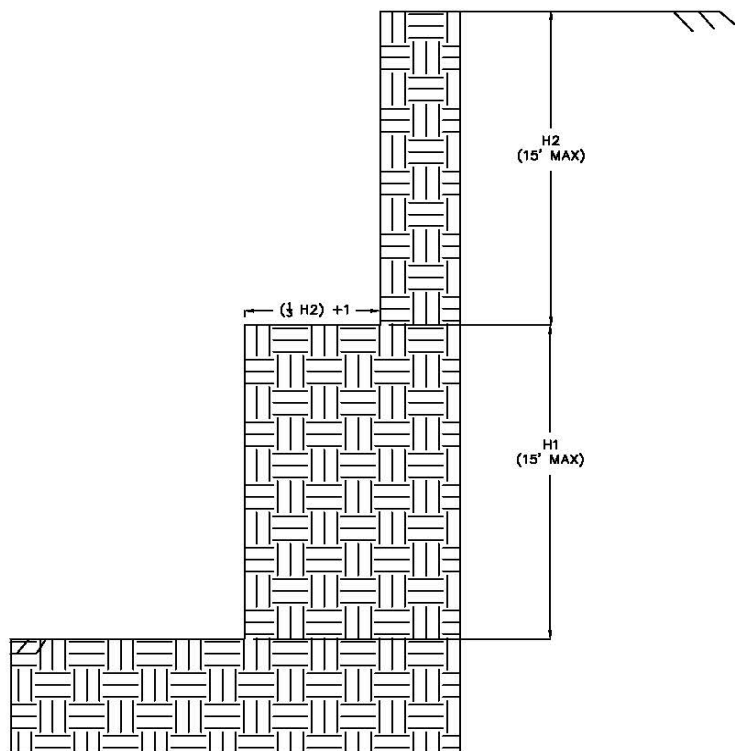
By: G. Wayne Rogers, P.E.

2221880

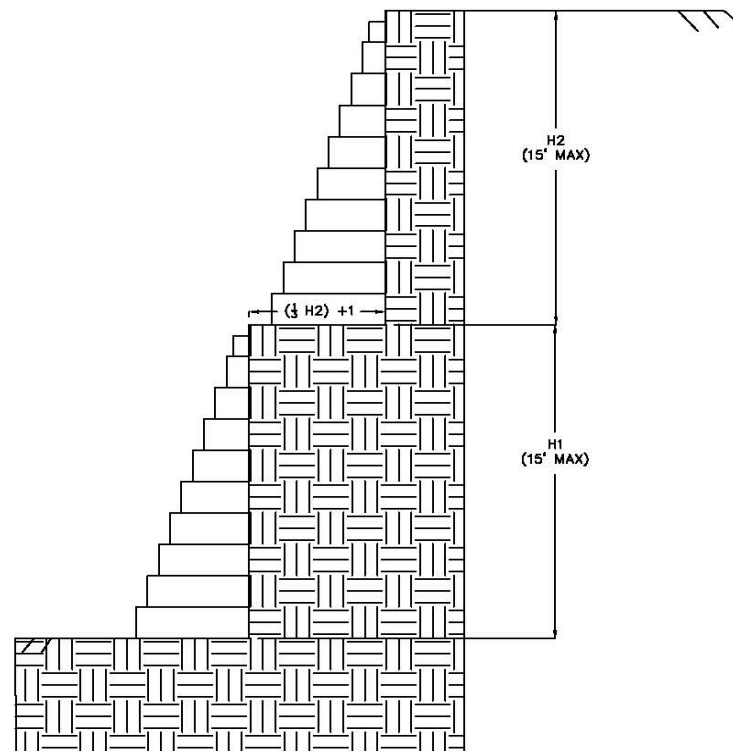
AGEC

UP SLOPE ROCKERY FACED CUT SLOPE

Figure 2



TIERED ROCK CUT



TIERED ROCK CUT
(ROCK FACED)



Date & Time: Fri, Oct 13, 2023 at 12:17:30 MDT

Position: OUTSIDE GRID LIMITS ($\pm 88.6\text{ft}$)

Altitude: 3132ft ($\pm 19.7\text{ft}$)

Datum: NORTH AMERICAN 1927, Western US

Azimuth/Bearing: 072° N72E 1280mils True ($\pm 10^\circ$)

Elevation Grade: +007%

Horizon Grade: -004%

Zoom: 0.5X

solic

















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s True ($\pm 14^\circ$)



EXHIBIT C
Section 4 Construction
Standards

SECTION 4

CONSTRUCTION STANDARDS

4.3 EARTHWORK. This subsection defines the requirements for excavation and backfill for structures, preparation of embankments and fills, and subgrade preparation for pavement and other surface improvements.

4.3.1 MATERIALS. Earthwork materials shall conform to the following:

4.3.1.1 EXCAVATION. All structures shall be founded on prepared original soil or engineered fill. Unauthorized excavation below the specified structure subgrade shall be replaced with concrete, untreated base course, or approved engineering fill thoroughly compacted to a minimum of ninety five percent (95%) of maximum dry density. Subgrade soil for all concrete structures, regardless of type or location, shall be firm and thoroughly compacted to a minimum of ninety-five percent (95%) of maximum dry density for granular soils or ninety percent (90%) of maximum dry density for silty/clay (fine-grained) soils.

4.3.1.2 SUBSOIL REINFORCEMENT. Coarse gravel, crushed stone, or a geotextile may be used for subsoil reinforcement when approved by the City Engineer. Coarse gravel or crushed stone shall be applied in six (6) inch layers, each layer being embedded in the subsoil by thorough tamping. Approved geotextile shall be installed in accordance with manufacturers recommendations. All excess soil shall be removed. The finished elevation of any subsoil shall not be above the specified sub-grade elevation.

4.3.1.3 BACKFILL. Backfill shall be placed to the lines and grades shown on the approved drawings, or as directed by the City's Representative. Prior to backfilling any construction work, the excavation shall be cleaned of all forms, trash and debris, and such material shall be removed from the site. Backfill material shall be approved and consist of excavated material or clean imported materials such as sand, gravel or other suitable material.

Backfill shall be placed in layers compatible with the equipment and not exceeding six (6) inches in compacted thickness. Each layer shall be compacted to a minimum density of ninety-five percent (95%) of maximum dry density for granular soils or ninety percent (90%) of maximum dry density for silty/clay (fine-grained) soils.

4.3.2 CONSTRUCTION METHODS . The methods employed in performing the work shall be the responsibility of the Contractor. These methods shall include, but are not limited to, the following:

4.3.2.1 CONSTRUCTION OF EMBANKMENTS. Unsuitable materials that occur in the foundations for embankments shall be removed by clearing, stripping and/or grubbing. When required by the City Engineer, the embankment and the materials used shall be approved by a Geotechnical Engineer. All materials in embankments shall be placed, moistened, and compacted as outlined in the following paragraphs.

When the material needed for embankment exceeds the amount of material available from excavation, sufficient additional materials shall be provided by the Contractor. All materials used for embankment construction shall be free from deleterious materials and rocks larger than three inches in diameter and all other material unsuitable for construction of embankments. Rocks larger than three inches may be used when recommended by the Geotechnical Engineer and approved by the City Engineer.

Grading of completed embankments shall bring the surfaces to a smooth, uniform condition with final grades being within 0.1 foot of the design grade. Cut and fill slopes shall be a 2 horizontal to 1 vertical maximum (2h:1v). Construction of slopes steeper than 2h:1v or fills in excess of five feet, or when placement is on a slope of greater than 5h:1v, shall be reviewed and recommended by the Engineer.

4.3.2.2 COMPACTION OF EARTH MATERIALS. The fill material shall be deposited in horizontal layers having a thickness of not more than eight (8) inches and then compacted to the density as herein specified. Moisture content during compaction operations shall be within two percent (2%) of optimum for granular soils and shall be two to five above (2%-%5) optimum for fine-grained soils unless otherwise directed by the Geotechnical Engineer. The moisture content shall be uniform throughout the layers.

If the moisture content is greater than specified for compaction, the compaction operations shall be delayed until such time as the material has dried to the specified moisture content. When the material has been conditioned as herein specified, the backfill or embankment shall be compacted as directed below.

Under roadways, curb and gutter, sidewalks and driveways, and extending one foot beyond the proposed construction (or to a distance equal to the depth of the embankment material, whichever is greater), the embankment material shall be compacted to a density equal to not less than ninety five percent (95%) for granular soils and ninety (90%)

percent for fine-grained soils. Other fills and embankments not noted above shall be compacted to ninety (90) percent maximum dry density. When compaction cannot be met with native or imported materials, a sand slurry mix (no gravel) may be used in lieu of compacted materials for backfill which is above the six to eight (6-8) inch zone above the pipe.

Exposed natural soils within construction areas, beneath walkways, slabs and pavement shall be scarified to a depth of twelve (12) inches, moisture conditioned, and compacted

to the specified density. Where rock or other acceptable material is exposed, scarification may not be necessary.

Foundations for structures shall be uniform throughout and shall not be placed partially on undisturbed soil or compacted fill and partially on cemented deposits or rock.

Foundation soils should not be allowed to become saturated during construction.

4.3.2.3 SUBGRADE PREPARATION. As a minimum, the original soil under roadways, curb and gutter, sidewalks, and driveways shall be scarified to a depth of one foot prior to compaction operations. All scarified soils shall be compacted to the equivalent of ninety five percent (95%) of maximum dry density for granular soils or ninety percent (90%) of maximum dry density for fine grain soils. Additional over-excavation and recompaction of original soils due to poor subgrade conditions may be required. Subgrades shall be shaped and graded to the design grade. Drainage shall be maintained at all times. Subgrades shall be stabilized and compacted as directed. When springs or underground water is encountered during construction the Engineer and the City's Representative shall be notified immediately. Work shall not proceed until an acceptable mitigation plan is approved. Ground water discovered during construction shall not be ignored!

The subgrade preparation requirements listed above are considered to be the minimum. When required, the subgrade shall be over-excavated and the material removed from the site. Select borrow material may be imported, placed and compacted as directed by the City's Representative.

To demonstrate the stability and compaction of the subgrade, the Contractor may be required to proof-roll the subgrade prior to placing any base gravel. The subgrade shall be proof-rolled with at least one pass coverage with a roller with pneumatic tires or other acceptable equipment of at least ten-ton capacity. All proof-rolling shall be accomplished in the presence of the City's Representative. Ground contact pressure for all tires shall be eighty-five to ninety (85-90) psi unless otherwise recommended. When the proof-rolling shows an area to be unstable, it shall be brought to satisfactory stability by additional compaction, reworking, or removal of unsuitable material and replacement with acceptable material.

4.3.2.4 CONSTRUCTION OF NON-STRUCTURAL FILLS. Fills shall be placed to the lines and grades shown on the approved drawings and shall include all areas not specifically designated for support of structures, roads, utilities, easements, drainage ways, etc. (such as landscape areas, open space areas, etc.). Fill material shall generally be compacted to a minimum of ninety percent (90%) of maximum density and shall consist of material that can be compacted to prevent settlement such as soil, rocks, blocks, crushed stone, broken concrete, etc. Fill material shall not include broken asphalt,

toxic or hazardous materials waste sludge, deleterious materials such as muck, ash, sod, grass, trash, tree stumps, lumber, dead animals, etc.

4.3.3 QUALITY CONTROL. All earthwork shall be performed in accordance with these standards and shall be tested and accepted as follows:

4.3.3.1 TESTING. Minimum testing of earthwork shall be as follows:

Soil Classification - One per material source. Soil classifications shall be in accordance with AASHTO M-145. For determination of granular soils or fine-grained soils use ASTM D-2487 (Unified Soil Classification System). The sieve analysis shall be according to ASTM C-136 and C-117.

Soil Proctor - One determination for each significant change in soil type as necessary to provide required compaction testing. Tests shall be ASTM D-1557 method A or D (modified proctor).

Earth fill moisture / One test per five hundred (500) cubic yards of fill density placed in an embankment.

Tests shall be determination - ASTM D-1556 or D-2922 and D-3017.

Subgrade moisture/ One test per seven hundred fifty (750) square Density yards of surface area.

Tests shall be ASTM D-determination - 1556 or D-2922 and D-3017. Additional moisture density determinations may be made when required by the City's Representative.

4.3.3.2 ACCEPTANCE. Any earthwork determined not to be in compliance with these standards shall be removed and replaced or reworked until compliance is obtained. Costs for the rework or testing the rework shall be paid for by the Contractor.

4.3.4 SPECIAL REQUIREMENTS. The requirements outlined in this section are only a minimum. When a geotechnical investigation is required, the recommendations of the geotechnical report shall be followed unless said recommendations are less than minimum standards.

All development projects shall submit a final soils engineering and engineering geology report in accordance with Uniform Building Code, 1994 Edition, Appendix Chapter 33, or as subsequently modified.

4.4 ROCKERY AND SEGMENTAL BLOCK RETAINING WALLS. This subsection defines the requirements for this section, based on the Rockery and Segmental Block Retaining Wall Ordinance, Title 10, Ch 18A.

4.4.4 SITE PREPARATION. As a minimum, subgrade preparation within the limits of the wall construction shall be performed in accordance with the St. George City Standard Specifications 4.3.2.3. Additional subgrade preparation such as over excavation and recompaction may be required in the geotechnical report. Groundwater discovered during construction shall not be ignored and shall be addressed by the Geotechnical Engineer prior to continuing construction of the wall.

4.4.5 MONITORING. The phases of rockery and segmental block wall construction, including site preparation, shall be monitored in accordance with the inspection frequency schedule specified on the construction drawings prepared by the geotechnical engineer. The geotechnical engineer employed by the Owner/Contractor shall verify that the nature and quality of the materials being used are appropriate and that the construction is in accordance with the engineered design. The geotechnical engineer shall verify to the City in writing that the materials and construction of the rockery/segmental block wall as-built is in accordance with the engineered design after construction is complete.

4.4.6 BACKFILL. Backfill materials shall consist of quality fill materials meeting the requirements specified by the geotechnical engineer and the geotechnical recommendations. Backfill shall be placed in uniform lifts per the geotechnical recommendations.

4.4.7 BACKFILL COMPACTION AND TESTING. Compaction shall be in accordance with the geotechnical recommendations. Compaction within three feet (3') of the back of the facing units shall be accomplished with walk-behind compactors. No heavy equipment shall be operated within three feet (3') of the back of the rocks/blocks. Density tests to verify compaction shall be taken at random locations. At least two (2) tests per one hundred feet (100') of wall length per eighteen inches (18") of backfill shall be taken. In critical locations, the geotechnical engineer may request additional testing.

4.4.8 GEOGRID REINFORCEMENT. Mechanically stabilized earth (MSE) retaining walls shall be reinforced with geogrid as specified by the geotechnical engineer. Geogrid design embedment length shall be measured from the back of the rock or segmental block facing units. Geogrid shall be positively connected to the block facing units. No substitutions of geogrid reinforcement products shall be allowed unless specifically approved by the geotechnical engineer. Gravity segmental block retaining walls generally do not require geogrid reinforcement in their design.

4.4.9 ROCK SELECTION AND PLACEMENT. The rock source shall be preapproved by the geotechnical engineer. The contractor shall have sufficient space and stockpile material available to select from among a number of rocks for each space in the rockery wall to be filled. Rock shall be of a generally cubical, tabular or rectangular shape. Rounded rocks shall not be used. Internal void spaces in the facing shall be kept to a minimum. Prior to being placed, rocks shall be approved by the geotechnical engineer. Base keyway rocks shall have a minimum width extending back into the wall of at least one third ($1/3$) the exposed height of the wall tier. Rocks shall be placed to decrease in size with increasing wall height. Cap rocks shall have a minimum width of two feet (2') extending back into the wall.

Rocks shall be placed to bear on good flat-to-flat surfaces. The long dimension of the rocks shall extend back toward the cut/fill face. Except for basal rocks, rocks shall bear on at least two (2) or more other rocks. The base rocks shall be embedded at least one foot (1') to provide a keyway into unyielding soil competent subgrade soils. Additional embedment may be required by the geotechnical engineer.

4.4.10 SEGMENTAL BLOCK RETAINING WALL UNITS. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94 and have a minimum net average twenty-eight (28) days compressive strength of 4,000 psi. The concrete shall have adequate freeze/thaw protection and meet the requirements of ASTM C 1372. Higher strengths may be required by the geotechnical engineer based on site conditions.

All units shall be: (a) obtained from the same manufacturer, (b) sound, and (c) free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength or permanence of the construction. Any cracks or chips observed during construction shall fall within the guidelines outlined in ASTM C 1372.

Except for base blocks, each block unit shall bear on at least two (2) blocks. The base blocks shall be embedded at least one foot (1') to provide a keyway into unyielding soil competent subgrade soils. Additional embedment may be required by the geotechnical engineer.

Segmental block units shall match the color as approved by City, surface finish, and dimension for height, width, depth, and batter as shown on the drawings.

If pins or clips are used to interconnect block units, they shall consist of a non-degrading polymer or galvanized steel and be made for the express use with the block units supplied.

Any cap adhesives shall meet the requirements of the block unit manufacturer.

4.4.11 WALL DRAINAGE. Wall drainage behind the retaining walls shall include a free draining gravel layer and filter fabric with a drainpipe daylighting to a proper outlet.

If the engineering can substantiate proper filtering between the retained soils and the drain rock, then the filter fabric may be omitted. If the retained soils or backfill is free draining as substantiated by backfill material type for general conditions in the area, then drainage material may be omitted from the design.

4.4.12 SURFACE DRAINAGE. Surface drainage shall be directed away from the rockery/block wall face to a positive and permanent discharge away and beyond the retaining walls. The surrounding site shall be graded such that water cannot flow over the top of the retaining walls. If drainage cannot be directed away from the wall, additional precautions should be taken.

4.4.13 BATTER. The batter (steepness) of a rock wall face shall not exceed one horizontal to four vertical (1h:4v). The batter steepness of a segmented block wall face shall not exceed 1h:10v unless approved steeper by the geotechnical engineer.

Batter requirements for segmental block retaining wall shall be noted on the design drawings from the geotechnical engineer. The steepness of the wall face shall not exceed the block Manufacturer's design recommendations.

4.4.14 SLOPES. Slopes above and below rockery and segmental block retaining walls shall not exceed two horizontal to one vertical (2:1); shall be shown on the drawings, and shall be included in the stability analysis and the design considerations. (Ord. 2019-10-002, 10-10-2019)

4.4.15 STRUCTURAL ANALYSIS. Structural analysis of rockery retaining walls should be in general accordance with the current Federal Highway Administration (FHWA) Guidelines for Rockery Walls for both static and seismic forces with minimum factors of:

	Static	Seismic
Sliding	1.5	1.1
Overturning	2.0	1.5
Bearing	2.5	1.5
Global	1.5	1.1

Structural analysis of stacked segmental block retaining walls should be in general accordance with the current National Concrete Masonry Association (NCMA) Design Manual for both static and seismic forces with minimum factors of:

	Static	Seismic
Sliding	1.5	1.1
Overturning	2.0	1.1
Bearing	3.0	1.5
Global	1.5	1.1

The following analysis provisions shall apply:

1. The maximum unit weight of the rocks and blocks used in the design of a wall system shall be specific to the construction material used.
2. The maximum coefficient of friction between rocks or blocks in a wall system shall be specific to the construction material used.
3. Surcharge loading conditions with a horizontal distance equal to the height of the upper most wall shall be taken into consideration in the analysis. The distance shall be measured from the exposed face of the upper most wall.
4. Specifications shall be provided to clearly define acceptance criteria for rock or block materials. (Ord. 2019-10-002, 10-10-2019).
5. Retaining wall shall be designed assuming wet soil conditions.

The geotechnical engineer shall provide design details specific to the location and conditions with a professional stamp and signature. The geotechnical engineer shall provide upon request a printout of the input and output files with factors of safety within the applicable design standard used as follows:

1. Design calculations ensuring stability against overturning, base sliding, excessive foundation settlement, bearing capacity, internal shear, and global stability.
2. Calculations shall include analysis under static and seismic loads.
3. Factors of safety results shall be presented to the nearest hundredth.
4. Seismic loads shall be based on the Peak Ground Acceleration (PGA) as determined from probabilistic analysis for the maximum credible earthquake, with spectral acceleration factored for site conditions in accordance with the current International Building Code.
5. Upon request, a cross-sectional view of each analysis shall be provided, and the printout of the input and output files in an appendix.
6. The geotechnical engineer shall include wall drainage details, if applicable.
7. The geotechnical engineer shall acknowledge that the site is suitable for the retaining wall.
8. The geotechnical engineer shall specify an inspection frequency schedule on the drawings.

Rock and block material shall meet the minimum requirements of the St. George City Standard Specifications section 4.4.10 and 4.4.11 unless other materials are specifically preapproved by the geotechnical engineer. (Ord. 2019-10-002, 10-10-2019)
10-18A-9:

4.4.16 INSPECTIONS. Construction of rockery and segmental block retaining walls shall be observed by a qualified geotechnical engineer employed by the owner/contractor and shall include all phases of construction. Testing shall be at the frequency specified by the geotechnical engineer,

Upon completion of the wall, the geotechnical engineer shall submit a final compliance report to the authority having jurisdiction. The report shall include a summary of testing and observations per the Pre-Wall Geotechnical Data Sheet provided as part of the construction permit. The report shall provide a professional opinion as to the compliance with the design recommendations and acceptance of the construction. All pertinent compaction testing results and photos shall be included with the final report. (Ord. 2019-10-002, 10-10-2019)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10-18, WALLS, FENCES AND HEDGES, AND TITLE 10-18A, ROCKERY WALLS, TO ADDRESS ALLOWED HEIGHTS, SETBACKS AND SEPARATION DISTANCES FOR RETAINING WALLS, ROCK CUT SLOPES AND TO ADDRESS INCONSISTENCIES AND PROVIDE CLARIFICATION WITH BOTH ORDINANCES OF THE ST. GEORGE CITY CODE, CASE No. 2024-ZRA-006

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend provisions of city code, amending Title 10-18, Walls, Fences and Hedges; 10-18A, Rockery Walls; of the city code to address allowed heights, setbacks and separation distances for retaining walls, rock cut slopes; and

WHEREAS, after careful consideration, the city council has determined that amending Title 10-18 and 10-18A is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, the Planning Commission held a public hearing on July 23, 2024, and thereafter forwarded a recommendation for approval on August 27, 2024 for the requested code amendment to the City Council; and

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 St. George city code is hereby amended by adopting changes and revisions to Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 3rd day of October, 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

Proposed Amendment to Title 10-18

CHAPTER 18

FENCES AND RETAINING WALLS~~WALLS, FENCES AND HEDGES~~

10-18-1: Fences Requirements

~~10-18-2: Requirements on Corner Lots~~

10-18-~~23~~: Retaining Walls

~~10-18-4: Fences~~

~~10-18-5: Barbed Wire~~

10-18-~~36~~: Permit Required

18A Rockery and Segmental Block Walls

10-18A-1: Rockery and Segmental Block Walls Subject to This Article – Permit Required

10-18A-2: Documents Required for Permit

10-18A-3: Site Conditions

10-18A-4: Construction

10-18A-5: Limitations

10-18A-6: Separations ~~Setbacks~~

10-18A-7: Structural Analysis

10-18A-8: Materials

10-18A-9: Inspections

10-18A-10: Rock Cut Slopes

10-18A-11: Property Mitigation

The following standards apply to all zones:

10-18-1:

FENCES REQUIREMENTS:

- A. No fence shall exceed six feet four inches (6'4") in height in the side and rear yards.
- B. In the front yard setback, No rockery wall, retaining wall, or no fence shall exceed four feet (4') in height in a required front yard setback or street side setback. Within the front ten feet (10') behind the sidewalk, or property line if no sidewalk ~~exists~~, only decorative fences such as picket fences or wrought iron fences with at least fifty percent (50%) of the fence open (up to fifty percent (50%) may be solid, or non-see-through) are allowed.
- C. Berms shall not be used to artificially increase the maximum allowed fence height. (Ord. ~~2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020~~)
- D. For corner lots, no obstruction to view in excess of three feet (3') in height shall be placed within the "sight distance triangle".
- E. Public Right-of-Way: No fence approved under this chapter shall be erected beyond a property line or on the public right-of-way. If a fence is installed within one foot (1') of a public sidewalk, concrete or gravel shall be installed between the fence and the sidewalk to prevent weeds from growing in this area. Maintenance of the area between the back of sidewalk and the property line shall be the responsibility of the property owner or homeowners' association as applicable.
- F. Controlled Access Streets: On minor arterial or larger classified streets, fences may be erected to a height of six feet four inches (6'4") in the front setback area. The requirements of section 10-18-1E apply to private driveways.
- G. Clearances from Utility Facilities: No fence, wall or similar structure may be located closer than:
1. Five feet (5') from pad-mount transformer or four (4) way vault.
 2. Ten feet (10') from the door side of pad-mount switch gear, and five feet (5') from the non-door side of the switch gear.
 3. Five feet (5') from fire hydrants.

4. Three feet (3') from water meter boxes.
5. Three feet (3') from video or communication pedestals.
6. Three feet (3') from streetlights.
7. Seven and a half feet (7.5') from power poles.

H. Recreation Use:

1. On interior-side and rear property lines, a chain link or mesh fence may be erected to a height not exceeding twelve feet (12') for the purpose of enclosing a tennis court, or other court game area. Said fence may not be located in a front or street-side yard setback.
2. Safety nets are permitted along the side and rear property lines, where a property is adjacent to a golf course. Safety nets that exceed six feet (6') in height require a permit issued by the building department.

I. Required in Certain Areas: In all administrative and professional office, commercial, and manufacturing zones being adjacent to a residential zone of any type, or in multiple-family or planned development zones having a common lot line with a residential zone, a minimum six-foot (6') high solid fence shall be required but shall be reduced to four feet (4') in height inside the front setback area.

J. Fences Surrounding Developments:

1. Developments without individual residential lots that front on a public street may include a solid fence in the front setback area to a height of six feet four inches (6'4"), that is reduced to three feet (3') at each driveway entrance and intersection, in the same manner as required for clear view at intersections in section 10-18-1E, and set back from the back of any sidewalk a minimum of ten feet (10').
2. Access Gates: If the back frontage of the lot is adjacent to a public trail or sidewalk, an access gate shall be permitted that is no wider than five feet (5') and shall be constructed of decorative iron.
 - a. The gate may be solid or see-through.
 - b. The gate shall swing to the interior of the lot.

c. A pathway from the gate to the trail shall be installed and lined with a natural material such as crushed rock, gravel, or flagstones. The pathway shall not be paved with concrete or asphalt.

d. Motor-vehicle access shall not be permitted.

3. Landscaping required for commercial and manufacturing developments, and any required "street trees" shall be located on the street side of the fence. (Ord. 2019-10-002, 10-10-2019)

K. Barbed Wire:

1. Barbed wire, razor ribbon and similar fencing material is prohibited in all zones except agricultural, manufacturing and C-2 and C-3 zones. In agricultural, manufacturing and commercial zones where permitted, and only for agricultural uses in the residential estates zone, the use of barbed wire, razor ribbon and similar material shall conform to the following restrictions:

a. Barbed wire, razor ribbon or similar material shall be pulled straight and not rolled or coiled.

b. Straight strands of barbed wire and similar material on top of fences or walls shall not exceed a combined fence and barbed-wire height of seven feet (7').

c. In commercial zones, barbed wire or similar material shall not be used within the twenty-foot (20') front setback area and shall not be used along any common lot line with a residential zone or residential development. (Ord. 2019-10-002, 10-10-2019)

10-18-2:

REQUIREMENTS ON CORNER LOTS:

~~A.—No fence shall exceed six feet four inches (6'4") in height along the rear and side lot lines.~~

~~B.—In all zones requiring a front setback, no obstruction to view in excess of three feet (3') in height shall be placed within the "sight distance triangle," defined as a triangular area formed b~~

y the street property lines and a line connecting them at points thirty feet (30') from the intersection of the property lines. On double frontage lots, the sight distance triangle shall be required and maintained on the street that the property accesses and the street it intersects.

C. ~~A retaining wall no more than three feet (3') in height may be erected, if set back a minimum of five feet (5'), measured from the back of sidewalk, or back of curb where no sidewalk exists. A combination fence and retaining wall shall not exceed eight feet (8') in height. No fence shall be greater than six feet four inches (6'4") in height.~~

D. ~~A retaining wall no more than five feet (5') in height may be erected, if set back a minimum of ten feet (10'), measured from the back of sidewalk, or back of curb where no sidewalk exists. No fence shall be greater than six feet four inches (6'4") in height. No combination of retaining wall and fence shall be greater than ten feet (10') in height. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020)~~

~~10-18-3:~~

RETAINING WALLS:

A. In the required front yard setback, no retaining walls shall exceed four feet (4') in height. Furthermore, within the front ten feet (10') behind the sidewalk or property line if no sidewalk, no retaining wall shall be constructed. The height of any single retaining wall shall not exceed eight feet (8') in all zones, except manufacturing. In the manufacturing zone, a retaining wall shall not exceed twelve feet (12') in height.

B. The slope from sidewalk grade to face of wall shall not exceed a 10H:1V slope. Terraced retaining walls shall be constructed out of one (1) type of material. For each additional terraced wall, each wall shall be constructed out of material that is similar in look, color, and texture. The landscape and drainage for rockery or retaining walls shall be maintained by the property owner.

C. On a street side, a retaining wall less than four feet (4') in height may be constructed if set back a minimum of five feet (5'), measured from the back of sidewalk or back of curb where no sidewalk exists. A combination fence and retaining wall shall not exceed eight feet (8') in height. Retaining walls shall be measured from the top of the exposed face to finished grade.

D. On a street side, a retaining wall four feet (4') or greater in height may be constructed if set back a minimum of ten feet (10'), measured from the back of sidewalk or back of curb where no sidewalk exists. A combination fence and retaining wall shall not exceed ten feet (10') in height. For interior, rear or side lot lines, where a solid fence is placed on top of a retaining wall or rockery wall, the combined exposed face shall not exceed thirteen feet (13') in height at any single point, measured from the finished grade of the adjacent retaining wall to the top of the solid fence. Retaining walls that exceed eight feet (8') shall be terraced in accordance to subsection G of this section.

E. On a street side where a retaining wall is below street grade, the retaining wall shall not exceed maximum height of ten feet (10') nor be constructed within the municipal utility easement or public right-of-way (including, but not limited to, geogrid, footings, etc.). Fences at least fifty percent (50%) open (up to fifty percent (50%) may be solid, or non-see-through) may be placed on top of a retaining wall with a combined maximum height of thirteen feet (13').

F. Any retaining wall below street grade shall be set back ten feet (10') minimum from right-of-way. Rockery and segmental block retaining walls shall adhere to City of St. George Standard and Specifications Section 4.4 or as amended. Where rockery or retaining walls were erected as part of a subdivision approval, the design and construction of any additional walls shall first be submitted for review and approval by the city, based on plans and specifications certified by a qualified structural engineer, and erected using the colors as were approved for the subdivision.

G. The height of any single retaining wall shall not exceed ten feet (10') in all residential zones. In the commercial and manufacturing zone, a retaining wall shall not exceed twelve feet (12') in height. Retaining walls over eight feet (8') in height shall be stepped to form benches which shall be a minimum distance of one-half ($\frac{1}{2}$) the height of the lower retaining wall, and shall be landscaped. Benches shall be measured from the top back of the lower retaining wall to bottom face of the terraced retaining wall.

H. For interior, rear, or side lot lines, where a solid fence is placed on top of a retaining wall, the combined exposed face shall not exceed fifteen feet (15') in height at any single point, measured from the finished grade adjacent to the base of the retaining wall to the top of the solid fence. The color, texture and design of retaining walls that may be visible to the public must blend into the natural surrounding environment. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020)

I. Where existing retaining walls were erected as part of a subdivision approval, the design and construction of any additional retaining walls shall first be submitted for review and approval by the city.

J. Retaining walls over ten feet (10') in height in residential zones or twelve feet (12') in commercial and manufacturing shall be stepped to form benches which shall be a minimum distance of one-half ($\frac{1}{2}$) the height of the largest exposed face of the two retaining walls and shall be landscaped. Benches shall be measured from the top face of the lower retaining wall to bottom face of the terraced retaining wall and adhere to City of St. George Standard and Specifications Section 4.4 or as amended.

K. Terraced retaining walls shall be constructed out of one (1) type of material. The landscape and drainage for retaining walls shall be maintained by the property owner.

L. The color, texture and design of retaining walls that may be visible from the public right-of-way must blend into the natural surrounding environment.

M. Any terraced concrete or CMU retaining walls ~~that may be visible~~ adjacent to a public ~~long-a-~~ street ~~frontage~~ with a right-of-way width of 66 feet or greater (major collector or arterial streets) must include landscaping ~~between terraced retaining walls~~ consistent with geotechnical considerations.

N. Retaining walls located within ten feet (10') of a structure, including accessory buildings and/or pools, require a site-specific geotechnical investigation report.

O. Any retaining wall over six feet (6') in height located within five feet (5') of a hillside, sidewalk, trail, or wash, shall install a safety railing at the top of the retaining wall.

P. For all new developments, retaining walls shall be installed between proposed lots where there is an elevation change greater than four feet (4') in height. All designs shall be approved by city.

10-18-34:

DOCUMENTS REQUIRED FOR PERMIT:~~FENCES:~~

- A. A dimensioned grading plan that identifies the location of each concrete or CMU wall with respect to the property lines, easements, streets, and other rights-of-way. ~~Public Right-of-Way: No fence approved under this chapter shall be erected beyond a property line or on the public right-of-way. If a fence is installed within one foot (1') of a public sidewalk, concrete or gravel shall be installed between the fence and the sidewalk to prevent weeds from growing in this area. Maintenance of the area between the back of sidewalk and the property line shall be the responsibility of the property owner or homeowners' association as applicable.~~
- B. Cross sectional drawing of the wall(s) including surface grade and structures located in front and behind the retaining wall(s) showing the minimum rock or block size, for each lift, maximum wall height, reinforcing, backfill specifications, all and surface drainage details, slope of adjacent ground, minimum embedment, cuts, and wall batter. ~~Controlled Access Streets: On minor arterial or larger streets, fences or retaining walls may be erected to a height of six feet four inches (6'4") in the front setback area. The requirements of section 10-18-2B apply to private driveways.~~
- C. A copy of the site-specific geotechnical recommendations for design and construction of retaining walls including subgrade preparation, backfill placement and compaction, and the engineering properties of anticipated construction materials. Documents shall also include a reference to the source/geotechnical report of the data. ~~Fences and Retaining Walls Contiguous to a Public Street: Where a fence or retaining wall is located on the property line contiguous to a public street, the fence, or retaining wall, or combination of a fence on top of a retaining wall, shall not exceed six feet four inches (6'4") above the curb or sidewalk grade. Retaining walls may be terraced to achieve greater overall height; provided, that no one (1) vertical plane exceeds six feet four inches (6'4") in height, and walls are offset a minimum of three feet (3'). The retaining wall shall be set back from the sidewalk a minimum of ten feet (10') as required in this chapter.~~
- D. For tiered retaining walls, when applicable, landscape and drainage plan in accordance with or adhering to city standards and specifications section 4.4.12 & 13. ~~Clearances from Utility Facilities: No fence, wall or similar structure may be located closer than:~~
- ~~1. Five feet (5') from pad-mount transformer or four (4) way vault.~~

~~2.—Ten feet (10') from the door side of pad-mount switch gear, and five feet (5') from the non-door side of the switch gear.~~

~~3.—Five feet (5') from fire hydrants.~~

~~4.—Three feet (3') from water meter boxes.~~

~~5.—Three feet (3') from video or communication pedestals.~~

~~6.—Three feet (3') from street lights.~~

~~E.—*Recreation Use:*~~

~~1.—On interior side and rear property lines, a chain link or mesh fence may be erected to a height not exceeding twelve feet (12') for the purpose of enclosing a tennis court, or other court game area. Said fence may not be located in a front or street-side yard setback.~~

~~2.—Safety nets are permitted along the side and rear property lines, where a property is adjacent to a golf course. Safety nets that exceed six feet (6') in height require a permit issued by the building department.~~

~~F.—*Required in Certain Areas:* In all administrative and professional office, commercial, and manufacturing zones being adjacent to a residential zone of any type, or in multiple-family or planned development zones having a common lot line with a residential zone, a minimum six-foot (6') high solid fence shall be required, but shall be reduced to four feet (4') in height inside the front setback area.~~

~~G.—*Fences Surrounding Developments:*~~

~~1.—Developments without individual residential lots that front on a public street may include a solid fence in the front setback area to a height of six feet four inches (6'4"), that is reduced to three feet (3') at each driveway entrance and intersection, in the same manner as required for clear view at intersections in section 10-18-2B, and set back from the back of any sidewalk a minimum of ten feet (10').~~

~~2.—*Access Gates:* If the back frontage of the lot is adjacent to a public trail or sidewalk, an access gate shall be permitted that is no wider than five feet (5') and shall be constructed of decorative iron.~~

~~a.—The gate may be solid or see-through.~~

~~b. The gate shall swing to the interior of the lot.~~

~~c. A pathway from the gate to the trail shall be installed and lined with a natural material such as crushed rock, gravel, or flagstones. The pathway shall not be paved with concrete or asphalt.~~

~~d. Motor vehicle access shall not be permitted.~~

~~3. Landscaping required for commercial and manufacturing developments, and any required "street trees" shall be located on the street side of the fence. (Ord. 2019-10-002, 10-10-2019)~~

10-18-45:

SITE CONDITIONSBARBED WIRE:

1. Future structures and landscaping.

2. Location of utilities, utility easements, and approval to City from each affected utility to construct the wall, unless wall is approved by City as part of the site construction drawings for a specific project.

3. Location of existing or future utility installations within eight feet (8') of the base and top of wall.

4. Site geometry including surface grades in front and behind the retaining walls maximum retained height requirements, existing structures located in front and behind the retaining walls, location of property lines and utility easements, and minimum separation requirements.

5. Construction parameters including wall type (i.e., gravity, and/or MSE options), anticipated surcharge loading conditions, wall batter, minimum keyway embedment, behind wall drainage, surface drainage, and future landscaping.

6. Soils information including subgrade soil and groundwater conditions, subgrade preparation requirements, recommended backfill materials and the suitability of on-site soils for use as backfill material, soil strength parameters for design of the retaining walls, and the presence of potential geologic hazards or construction constraints.

[\(Ord. 2019-10-002, 10-10-2019\)](#)

Barbed wire, razor ribbon and similar fencing material is prohibited in all zones except agricultural, manufacturing and C-2 and C-3 zones. In agricultural, manufacturing and commercial zones where permitted, and only for agricultural uses in the residential estates zone, the use of barbed wire, razor ribbon and similar material shall conform to the following restrictions:

~~A. Barbed wire, razor ribbon or similar material shall be pulled straight and not rolled or coiled.~~

~~B. Straight strands of barbed wire and similar material on top of fences or walls shall not exceed a combined fence and barbed wire height of seven feet (7').~~

~~C. In commercial zones, barbed wire or similar material shall not be used within the twenty-foot (20') front setback area and shall not be used along any common lot line with a residential zone or residential development. (Ord. 2019-10-002, 10-10-2019)~~

10-18-~~36~~:

PERMIT REQUIRED:

A. Rockery, segmental block, reinforced concrete, or CMU retaining walls four feet (4') or greater in height, shall not be constructed ~~Retaining walls and rockery walls shall not be erected over three-feet (3') in height, measured from top of footing to top of wall,~~ without first obtaining a permit from the city of St. George ~~building department~~ unless shown in detail on an approved ~~subdivision or site development~~ plans.

B. Concrete and CMU retaining wall height shall be measured from the top of the footing to top of wall. Rockery and segmental block retaining wall height shall be measured from exposed face to finished grade adjacent to the base of the retaining wall.

C. A permit is required prior to construction for any fence, ~~rockery wall~~, or retaining wall being erected ~~constructed~~ in a front setback unless shown in detail on an approved ~~subdivision or site development~~ plans.

D.C An application for the permit must be submitted with the following information: a site plan showing property lines, sidewalks, buildings, height, and locations of all fences and ~~rockery or~~ retaining walls, and a landscape and drainage plan for ~~rockery or~~ retaining walls. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020)

EXHIBIT B

Proposed Amendment to Title 10-18A

ARTICLE A. ROCKERY AND SEGMENTAL BLOCK WALLS

10-18A-1:	Rockery <u>and Segmental Block</u> Walls Subject to This Article – Permit Required
10-18A-2:	Documents Required for Permit
10-18A-3:	Site Conditions
10-18A-4:	Construction
10-18A-5:	Limitations
10-18A-6:	<u>Separations</u> Setbacks
10-18A-7:	Structural Analysis
10-18A-8:	Materials
10-18A-9:	Inspections
<u>10-18A-10:</u>	<u>Rock Cut Slopes</u>
<u>10-18A-11:</u>	<u>Property Mitigation</u>

10-18A-1:

ROCKERY AND SEGMENTAL BLOCK WALLS SUBJECT TO THIS ARTICLE – PERMIT REQUIRED:

A. Rockery and segmental block retaining walls four feet (4') in height ~~and or~~ greater, as measured from the top of the exposed face to finished grade adjacent to the base of the retaining wallground surface to the top of the uppermost rock layer, shall be subject to the provisions of this article and shall require a building permit issued by the ~~Citycity of St. George community development department~~ prior to construction or alteration unless the wall was included on and approved on the development site plansengineered construction drawings for the subdivision.
(Ord. 2019-10-002, 10-10-2019)

B. The following do not require a building permit:

1. Non-tiered retaining walls less than four feet (4') in exposed height and have no steeper than 10H:1V (Horizontal:Vertical) front and back slopes within ten feet (10') of the wall.
2. Tiered retaining walls less than four feet (4') in exposed height per wall, have front slopes and back slopes of each wall no steeper than or equal to 10H:1V within ten feet (10') of the walls, and have a separation greater than 1.5 times the height of the tallest exposed face of the two walls. The distance shall be measured from top of exposed face of the lower wall to base of exposed face of the upper wall.

10-18A-2:

DOCUMENTS REQUIRED FOR PERMIT:

The following documentation shall be submitted to the city at the time of application for a permit under this article:

- A. A completed Pre-Wall Geotechnical Data Sheet from the Geotechnical Engineer responsible for observation and testing of the wall construction.
- B. A dimensioned grading plan~~drawing~~ that identifies the location of each rockery or segmental block wall with respect to the property lines, easements, streets, and other rights-of-way. ~~Existing-construction-required setbacks, as noted below, and drainage features shall clearly be identified on drawings.~~
- CB. CA-cross sectional drawing of the wall(s) including surface grade and structures located in front and behind the retaining wall(s) showing the minimum rock or block size, for each lift, maximum wall height, reinforcing, backfill specifications, all and surface drainage details, slope of adjacent ground, minimum embedment, cuts, and wall batter.

DG. A copy of the site-specific geotechnical recommendations for design and construction of retaining walls including subgrade preparation, backfill placement and compaction, and the engineering properties of anticipated construction materials. Documents shall also include a reference to the source/geotechnical report of the data.

E. For tiered retaining walls, when applicable, landscape and drainage plan in accordance with or adhering to city standards and specifications section 4.4.12 & 13.

10-18A-3:

SITE CONDITIONS:

A. The following specific site conditions shall be considered for each wall design and ~~noted~~ shown on the drawings submitted:

1. Future structures and landscaping.
2. Location of utilities, utility easements, and approval ~~written permission in a form acceptable to the City~~ from each affected utility to construct the wall, unless wall is approved by City as part of the site construction drawings for a specific project. ~~Notwithstanding any written permission, the city reserves the right to deny a permit for a wall within, or over, a utility easement.~~
3. Location of existing or future utility installations within eight feet (8') of the base and top of wall.
4. ~~Data showing the subgrade soil conditions within eight feet (8') of the wall.~~
5. ~~The type of fill material to be replaced or removed.~~
6. ~~The drawings shall note the drainage for surface water within sixteen feet (16') of the wall, and all walls shall be designed assuming wet conditions.~~
7. ~~The drawings shall note the subsurface water conditions within eight feet (8') of the wall.~~
8. ~~The drawings shall note the keyway/foundation depth and width.~~

~~9. The drawings shall note the slope conditions and surcharge loads.~~

~~10. Maintenance and service access. Site geometry including surface grades in front and behind the retaining walls maximum retained height requirements, existing structures located in front and behind the retaining walls, location of property lines and utility easements, and minimum separation requirements.~~

~~5. Construction parameters including wall type (i.e., rock, segmental block, gravity, and/or MSE options), anticipated surcharge loading conditions, wall batter, minimum keyway embedment, behind wall drainage, surface drainage, and future landscaping.~~

~~6. Soils information including subgrade soil and groundwater conditions, subgrade preparation requirements, recommended backfill materials and the suitability of on-site soils for use as backfill material, soil strength parameters for design of the retaining walls, and the presence of potential geologic hazards or construction constraints.~~

~~7. Rockery and segmental block wall construction according to St. George Standard Specifications 4.3.5.~~

(Ord. 2019-10-002, 10-10-2019)

10-18A-4:

CONSTRUCTION:

Rockery and segmental block wall construction shall be constructed in accordance with St. George City Standard Specifications 4.3.5 or as amended.

~~A. *Monitoring:* All phases of rockery wall construction shall be monitored by the geotechnical engineer employed by the owner/contractor to verify that the nature and quality of the materials being used are appropriate and that the construction is in accordance with the engineered design. The geotechnical engineer shall verify to the city in writing that the materials and construction of the rockery wall as-built is in accordance with the engineered design after construction is complete.~~

~~B. *Fill Compaction:* Where the rockery walls are constructed in front of a fill, the fill shall be placed and compacted in a manner that will provide a competent fill mass as noted in the d~~

rawings. All fills shall consist of quality fill meeting the geotechnical engineer's recommendations as noted on the drawings or report.

~~C.—*Compaction Testing:* Density tests to verify compaction shall be taken at random locations. At least two (2) tests per one hundred feet (100') of wall length per two feet (2') of backfill shall be taken. In critical locations, the geotechnical engineer may request additional monitoring. The testing shall be conducted by a certified technician under the direction of the geotechnical engineer.~~

~~D.—*Fill Construction Reinforcement:* All fill placed behind rockery walls shall be reinforced as recommended by the geotechnical engineer.~~

~~E.—*Rock Selection:* The contractor shall have sufficient space and stockpile material available to select from among a number of rocks for each space in the rockery wall to be filled. Rock should be of a generally cubical, tabular or rectangular shape. Rounded rocks should not be used and internal void spaces in the facing should be kept to a minimum. Prior to being placed, all rock shall be inspected and approved by the geotechnical engineer. The rock source shall be preapproved by the geotechnical engineer. Rocks shall be placed to decrease in size with increasing wall height. Rocks shall be placed to bear on good flat-to-flat surfaces. The long dimension of the rocks shall extend back toward the cut/fill face. Rocks shall bear on at least two (2) or more other rocks.~~

~~F.—*Rock Placement:* Rock shall be placed as recommended by the geotechnical engineer. A keyway (one foot (1') minimum) as recommended by the geotechnical engineer shall be constructed into unyielding soil.~~

~~G.—*Drainage:* A rock drainage filter or geosynthetic filter fabric shall be installed between the rear face of the rock wall and soil face being protected. The drainage design shall consider adjacent conditions and potential for water and erosion and shall be constructed as directed by the engineer.~~

~~H.—*Surface Drainage:* Surface drainage shall be directed away from the rockery wall face to a positive and permanent discharge well away and beyond the rock wall. The surrounding site shall be graded such that water cannot flow over the top of the wall.~~

~~I. *Steepness of Walls:* The steepness of the wall shall not exceed one horizontal to six vertical (1:6). Specific recommendations from the engineer are required and shall be noted on the drawings.~~

~~J. *Slopes:* Slopes above and below walls shall not exceed two horizontal to one vertical (2:1). (Ord. 2019-10-002, 10-10-2019)~~

10-18A-5:

LIMITATIONS:

A. *Height:* The height of any single rockery or segmental block wall shall not exceed ten ~~eight~~ feet (10⁸'), The height of any single rockery or segmental block wall in commercial or manufacturing zone shall not exceed twelve feet (12'), or as limited by the International Building Code, foundation clearance from slopes, and these standards, whichever is most restrictive.

B. *Alignment:* ~~Walls shall be in a continuous alignment without abrupt changes in direction.~~ Terraced Retaining Walls: Segmental block or rock terraced retaining walls are allowed, provided the terraced retaining walls are separated by a minimum distance of one-half (1/2) the height of the tallest exposed face of the terraced retaining walls. The total maximum combined height for a terraced retaining wall in a residential zone shall be 20 feet and in a commercial or manufacturing zone shall be 24 feet. The terraced retaining wall shall have a maximum slope of 10 horizontal to 1 vertical (10H:1V) between walls.

C. Rockery or segmental block terraced retaining walls located adjacent to a public streets, with a right-of-way width of 66 feet or greater (major collector or arterial streets), or visible to the general public, shall be designed to include landscaping between the terraced retaining walls. Where landscaping is required between rockery or segmental block terraced retaining walls, the minimum separation between terraced retaining walls, measured from face of lower wall to face of upper wall, shall be a minimum of six (6') feet to form a bench for installation of topsoil material. At the location of each plant the topsoil material shall have a minimum area of 34 feet by 34 feet with a minimum depth of 2 feet for installation and compaction of topsoil. The plants shall be spaced a maximum of ten (10') feet apart. A landscaping plan shall be designed to include drought tolerant plants with limited root depth. The landscaping plan for

the terraced rock retaining walls shall be included with the design of the walls and show the following:

1. The type of drought tolerant plants
2. Separation between terraced retaining walls
3. The backfill zone for drainage
4. The controlled drip system and location

If the existing soil material, where landscaping is required adjacent to or between tiered sections of a rock or segmental block retaining wall(s), is of such a nature that introduction of irrigation water into the soil may be detrimental to the retaining wall, the geotechnical engineer may recommend the reduction or elimination of the landscaping and irrigation water between the tiered sections of a retaining wall and the reduction or elimination of landscaping and irrigation water adjacent to the top or base of the retaining wall(s) based on the following findings:

1. There is a high concentration of sulfate within the existing soil
2. The high impermeability of the existing soil layers
3. The moisture sensitivity of the existing soil and its reaction to water

The Rockery or segmental block wall design must explicitly state that the terraced retaining walls were designed to accommodate water.

D.C. Alignment: Retaining Walls are to be designed in a continuous alignment. Any abrupt changes in direction shall be addressed and noted in the design.

E. Terminations, Intersections, and Radii: Terminations, intersections, and radii of rockery and segmental block retaining walls shall be included in the engineering analysis. (Ord. 2019-10-002, 10-10-2019)

10-18A-6:

SEPARATIONS~~SETBACKS~~:

A. *Minimum ~~SEPARATION~~~~Setbacks~~*: The ~~setback~~ separation distance from a rockery or segmental block retaining wall to a building or structure shall be a minimum of ten (10') feet, or as outlined in the International Building Code. The separation distance shall be measured from face of wall to face of structure. This provision applies to building or structure footings at the low and high sides of the retaining wall.

1. Ornamental fences, guards, or screen walls shall be located a minimum of four feet (4') from the front face at the top of the rockery/segmental block retaining wall. Ornamental fences, guards or screen walls shall have their own foundations and not rely on the retaining wall for structural support.

2. Where the minimum retaining wall separation requirements to a structure exceed that of the land use setback zone, additional design analysis and calculations along with a geotechnical letter may be submitted to the City to request a reduction for the minimum separation for a retaining wall from buildings, structures and/or pools. However, the minimum separation shall not be less than the land use setback zone. ~~meet all setback requirements as outlined in the International Building Code. Foundation clearance from slopes or the setback from a rockery wall shall be a minimum of the height of the rockery wall.~~

B. *Separate Rockery and Segmental Block Retaining Walls Considered One (1) Wall*: For height and ~~separation~~ back restrictions separate rockery and segmental block retaining walls shall be considered one (1) wall, unless separated by a horizontal distance greater than 1.5 times the vertical height of the ~~lower~~ taller wall. The separation distance shall be measured from the face of lower wall to face of upper wall. outside of the foundation of the structure to the exposed face of the rockery wall. This provision applies to building or structures at the low and high side of the wall.

C. *~~Terraced Rockery Walls~~*: Multiple rockery walls, designed as terraced retaining walls, shall be separated a minimum distance of one-half ($\frac{1}{2}$) the height of the lower rockery wall to another rockery wall. The height of an upper wall shall not exceed the height of a lower wall. The total combined height of all rockery walls shall not exceed sixteen feet (16').

~~D. *Rockery Walls in Utility Easements:* Rockery walls shall not be constructed within utility easements without prior written permission in a form acceptable to the city from each affected utility. Notwithstanding any written permission, the city reserves the right to deny a permit for a wall within, or over, a utility easement. Rock walls shall be limited to a height of three feet (3') within the street frontage utility easement. (Ord. 2019-10-002, 10-10-2019) No component of a rockery or segmental block retaining wall shall be constructed within public right-of-way or adjacent to trails.~~

(Ord. 2019-10-002, 10-10-2019)

10-18A-7:

STRUCTURAL ANALYSIS:

A. *Adherence to Requirements:* All structural analysis shall be in accordance with adopted building code of the jurisdiction having authority, the local amendment adopted by the authority having jurisdiction, and this article.

B. *Factor of Safety – Seismic Forces:* The minimum factors of safety used for structural analysis for sliding and overturning shall be in general accordance with the current Federal Highway Administration (FHWA) Guidelines for Rockery Walls, and the current National Concrete Masonry Association (NCMA) Design Manual for Segmental Block Retaining Walls, for both static and seismic forces of each rock in a rockery wall shall be two (2). This shall include load combinations with seismic forces.

C. *Analysis Provisions:* The ~~following~~ analysis provisions provided in St. George Standard Specifications 4.3.5 shall apply.:

- ~~1. The maximum unit weight of the rocks used in the design of a rockery wall shall be one hundred fifty-five (155) pcf unless field verified by special inspection.~~
- ~~2. The maximum coefficient of friction between rocks in a rockery wall shall be one-half (1/2).~~
- ~~3. Surcharge load shall be taken into consideration in the analysis.~~

~~4. Specifications shall be provided to clearly define acceptance criteria for rock materials. (Ord. 2019-10-002, 10-10-2019)~~

D. Design Details: The geotechnical engineer shall provide the design details specific to the location and conditions with a professional stamp. The geotechnical engineer shall provide upon request a printout of the input and output of the files with factors of safety within the applicable design standard used according to St. George Standard Specifications 4.3.5.

10-18A-8:

MATERIALS:

Rock and block material shall meet the minimum requirements of the ~~“Rock Wall Construction Guidelines,” by the Associated Rockery Contractors, August 15, 2000, Edition, unless other materials are specifically preapproved by the geotechnical engineer~~engineersSt. George City Standard Specifications section 4.3.5.10. (Ord. 2019-10-002, 10-10-2019)

10-18A-9:

INSPECTIONS:

A. *Qualified Geotechnical Engineer Required:* Construction of rockery and segmental block retaining walls shall be ~~supervised and inspected~~observed by a qualified geotechnical engineer employed by the owner/contractor and shall include all phases of construction. ~~Supervision and Testing shall be at the frequency specified by the geotechnical Design Geotechnical engineer, and shall include all phases of construction.~~

B. Schedule Required: A schedule for the continuous or periodic observation of construction shall be specified on the construction documents and all such observations shall be verified in writing. (Ord. 2019-10-002, 10-10-2019)

CB. Final Compliance Report Required: Upon completion of the wall, the Ggeotechnical engineer shall submit a final compliance report ~~to the authority having jurisdiction.~~ The report shall include a verification description of the rockery or segmental block wall, including type of rock, s

ize of rock, rock placement, embedment depth, and batter inclination, property line setback, separations, and height of wall. The report shall provide a professional opinion as to the compliance that the construction observed meets the intent of the design.~~with all of the design recommendations and acceptance of the construction.~~ Final summary shall include documentation of items on pre-wall geotechnical data sheet, compaction testing results, and photos.

~~C.—Schedule Required: A schedule for the continuous or periodic supervision and inspection of construction shall be specified on the construction documents and all such supervision and inspection shall be verified in writing. (Ord. 2019-10-002, 10-10-2019)~~

10-18A-10:

ROCK CUT SLOPES:

- A. A rock cut slope is a cut into a competent rock material that is determined by a geotechnical engineer to be inherently stable and does not require any type of additional retainage for the cut slope.
- A.B. When a competent rock material is cut to form a permanent slope, the height of a single rock cut slope shall not exceed ~~fifteen~~twenty feet (1520'). A Hillside Development Permit is required ~~may be approved~~ for a rock cut slope greater than ~~fifteen~~twenty feet (1520'). A rock cut slope greater than 15' shall require a bench with a minimum width of $\frac{1}{3}h + 1$, with h being the height of the tallest rock cut slope and h being calculated in feet. The maximum height of a tiered rock cut slope shall not exceed 30 feet.
- C. If a rock cut slope is four feet (4') in height or greater and determined by the geotechnical engineer to be susceptible to weathering, fracturing or raveling over time, or for aesthetic purposes, the geotechnical engineer may request mitigation measures in the form of a protective stacked rockery face, a segmental block face, or other form of protective face that is approved with a Hillside Development Permit. If a protective face is approved with a Hillside Development Permit, the following standards shall apply for the protective face:

4. A building permit shall be required from the city which includes a stamped and signed design of the protective face from a licensed geotechnical engineer.
5. The height of a protective face for a single rock cut slope shall not exceed fifteen feet (15').
6. Terraced protective faces are allowed. The maximum combined height of a tiered terraced protective faces for a rock cut slopes shall be a maximum height of thirty feet (30') provided the protective faces are separated by a minimum distance of $\frac{1}{3}h + 1$, with h being the height of the tallest rock cut and he being measured in feet. The 6-foot-wide width of the bench shall be measured from face of lower rock cut slope to face of upper rock cut slope.
7. Verification that the rock cut is an inherently stable slope and provide construction recommendations with the engineering design that include minimum rock/block size(s), material properties, maximum inclination of face, and any other items to show a stable, self-supporting protective face. The protective face shall not be designed to resist lateral earth pressures, ie. designed as a retaining wall.
8. At completion of installation of protective face, a letter of compliance, from the licensed geotechnical engineer indicating the mitigation measures were constructed as designed and for the intended purpose(s), shall be submitted to the city prior to approval of the installation of the protective face.

10-18A-11:

PROPERTY MITIGATION

- A. The hillside committee may recommend to city council that, because of the size of or aesthetic nature of the project a letter of credit or cash bond to assure hillside restoration shall be provided prior to issuance of a hillside development permit for projects disturbing more than one acre. Such financial guarantee shall be provided in the amount of 100% of the cost to ensure necessary soil stabilization (including grading).

planting and maintenance, in the event the developer fails to complete the hillside restoration in accordance with the approved site construction drawings within one year from the issuance of a grading permit for the project. A cost estimate from an architect, landscape architect or engineer for the letter of credit or cash bond shall be provided to the city for approval. Once the estimate is approved by the city, the letter of credit or cash bond may be acquired and submitted to the city. The community development director may grant an additional extension of one year to allow completion of the restoration work if the project has made significant progress toward completion of the project.

(Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2024-017, and legislation passed through March 21, 2024.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

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