

**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 Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, April 10, 2025, commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Mayor's recognitions and updates.

2. Consent Calendar.

a. Consider approval of a Reimbursement Agreement with Quality Excavation for upsizing Water Lines in Desert Talus Phase 1 and Flowers Roadway.

BACKGROUND and RECOMMENDATION: The master plan for the area includes transmission lines that are larger than the minimum sizes the developer would be required to install. To save the costs of constructing the lines later after the roadways have been improved the contractor is planning to upsize the line sized from 8" to 24" and 8" to 18". Contractor is constructing Desert Talus Phase 1, an approved subdivision in Desert Canyons. The contractor is also constructing a portion of Flowers Way. Staff recommends approval.

b. Consider approval to purchase a replacement vacuum truck in the Streets Division.

BACKGROUND and RECOMMENDATION: This proposed purchase is for a new VACTOR 2100i combination single engine sewer cleaner with dual stage fan system to be mounted on a 2026 heavy-duty chassis. The purchase request is submitted for the Streets Division. This purchase will replace an existing Vaccon storm water truck. The asset will be used to clean storm water drains, curbs, gutters, and other city infrastructure associated with the City drainage system. This item would be purchased using a State Contract with a trade-in option through Owen Equipment for purchase amount of \$501,386.94 (trade-in value of \$70,000 will reduce the purchase amount). Staff recommends approval.

c. Consider approval of a Reimbursement Agreement with Quality Development for 3000 East Improvements.

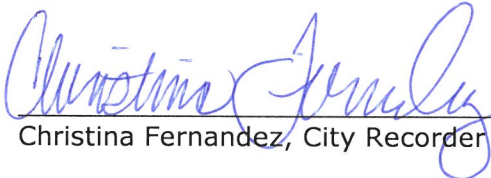
BACKGROUND and RECOMMENDATION: The developer is providing frontage improvements along 3000 East for a future church. City desires adjacent north parcel frontage improvements to be constructed which includes an additional 2.5-foot width of pavement, gutter, curb, and sidewalk on 3000 East to provide

complete roadway sections to serve the public. Staff recommends approval contingent upon review by the City's Attorney's office.

d. Consider approval of a Reimbursement Agreement with Lexington Properties LLC for 2800 South Improvements along Hacienda Farms Development.

BACKGROUND and RECOMMENDATION: The developer is planning to design and install improvements on 2800 South along Hacienda Farms Development. The developer agrees to donate a 50 foot wide drainage/canal along the north side of the Developer's property, from Coyote Springs west boundary to River Road, to own and maintain as part of the city's overall drainage facilities in exchange for reimbursement of the 2800 South roadway improvements. Staff recommends approval contingent upon review by the City's Attorney's office.

- 3. Discussion regarding Old Farm development agreement and park discussion.**
- 4. Discussion regarding changes to standards and specs for blasting.**
- 5. Discussion regarding Bloomington/Bloomington Hills curb, gutter, sidewalks.**
- 6. Appointments to Boards and Commissions of the City.**
- 7. Reports from Mayor, Councilmembers, and City Manager.**
- 8. Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**


Christina Fernandez, City Recorder


Date

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



Agenda Date: 04/10/2025

Agenda Item Number: 2a

Subject:

Consider approval of a Reimbursement Agreement with Quality Excavation for upsizing Water Lines in Desert Talus Phase 1 and Flowers Roadway.

Item at-a-glance:

Staff Contact: Kade Bringhurst
Applicant Name: City of St. George
Reference Number: N/A
Address/Location:
Desert Canyons

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

Contractor is constructing Desert Talus Phase 1, an approved subdivision in Desert Canyons. The contractor is also constructing a portion of Flowers Way.

Staff Narrative (need/purpose):

The master plan for the area includes transmission lines that are larger than the minimum sizes the developer would be required to install. To save the costs of constructing the lines later after the roadways have been improved the contractor is planning to upsize the line sized from 8" to 24" and 8" to 18".

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$737063.95

Amount approved in current FY budget for item: na

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

There are other projects in the budget that will not be completed due to timing. Those funds will be used for this project.

Description of funding source:

Impact Fees

Recommendation (Include any conditions):

Staff recommends approval.

Quality Excavation, Inc.

(435) 634-0111 (435) 674-3711 Fax

Presented To: City of St George

Project Name: Desert Talus Phase 1 Irrigation Up-Sizing

Date: 3-12-24

DESERT TALUS IRRIGATION

5	24" DR-18 C-900 IRRIGATION LINE	1166 LF	\$159.75	\$186,268.50
6	24" IRRIGATION BUTTERFLY VALVE	1 LF	\$12,641.45	\$12,641.45
7	24" BEND	4 EA	\$3,521.95	\$14,087.80
8	24" TEE	2 EA	\$4,354.75	\$8,709.50
9	18" x 24" REDUCER	1 EA	\$2,873.70	\$2,873.70
			SUB TOTAL:	\$224,580.95

GRAND TOTAL: \$224,580.95

EXCLUSIONS:

NOTES:

- 1 Bid does not include rock excavation that can not be ripped with a D8 Dozer or 330 Trackhoe.
- 2 Prices on the bid include the price of fuel at the date of signing.
Due to the increase in fuel prices, any fuel price increase during the contract will be surcharged as a change order.
- 3 Bid does not include the following: Over excavation of any kind, staking or engineering, rock excavation, ground water or materials stabilization, landscaping of any kind including topsoil or placement, yard or storm drainage, footing excavation, or replacement of property corners, reseeding of any kind, encroachment permits, grading permits, and inspection fees.
- 4 We are not responsible for water puddling on asphalt designed at less than 2% grade or concrete designed at less than .75% grade.

Quality Excavation, Inc.

(435) 634-0111 (435) 674-3711 Fax

Presented To: City of St George

Project Name: Flowers Way - Road Only - IRRIGATION UPSIZING

Date: 3-31-25

IRRIGATION

1	18" C-900 DR-18 IRRIGATION LINE W/ ROCK EXC.	4038 LF	\$100.50	\$405,819.00
2	ROCK EXCAVATION	504 CY	\$16.00	\$8,064.00
3	18" BEND	18 EA	\$2,250.00	\$40,500.00
4	18" TEE	3 EA	\$3,000.00	\$9,000.00
5	18" CROSS	2 EA	\$5,200.00	\$10,400.00
6	18" VALVE	5 EA	\$6,540.00	\$32,700.00
7	2" AIR VAC	2 EA	\$3,000.00	\$6,000.00
SUB TOTAL:				\$512,483.00

GRAND TOTAL:

\$512,483.00

EXCLUSIONS:

NOTES:

- 1 This bid does not include any import.
- 2 Bid does not include rock excavation that can not be ripped with a D8 Dozer or 330 Trackhoe.
- 3 Prices on the bid include the price of fuel at the date of signing.
Due to the increase in fuel prices, any fuel price increase during the contract will be surcharged as a change order.
- 4 Bid does not include the following: Over excavation of any kind, staking or engineering, rock excavation, ground water or materials stabilization, landscaping of any kind including topsoil or placement, yard or storm drainage, footing excavation, or replacement of property corners, reseeding of any kind, encroachment permits, grading permits, and inspection fees.
- 5 We are not responsible for water puddling on asphalt designed at less than 2% grade or concrete designed at less than .75% grade.



**CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT
FOR DESERT TALUS 1 AND FLOWERS WAY IRRIGATION UPSIZING WITH QUALITY EXCAVATION
(Developer Construct-City Reimburse Developer)**

THIS AGREEMENT is entered into this _____ Date by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Quality Excavation, a Corporation, ("Developer"). City and Developer are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Developer owns property at Desert Talus 1 and Flowers Way, St. George, Utah (the "Property"); and

WHEREAS, Developer is constructing Phase 1 of Desert Talus and also Constructing Flowers Way Roadway; and

WHEREAS, city has master planned piping within the roadways being constructed; and

WHEREAS, city desires to upsize the lines the contractor was required to install to the sizes needed per the masterplan to save costs and eliminate excess lines in the roadway; and

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

AGREEMENT

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

1. **THE PROJECT.** The contractor shall upsize the lines as per the approved plans in Desert Talus Phase 1 and Flowers Way.
2. **REIMBURSEMENT.** Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of

the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of \$737,063.95. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.

3. **REPRESENTATIVES.** The representative for the City for this Project will be Kade Bringhurst. The representative for Developer will be Mike Bracken.
4. **EXHIBITS.** All exhibits attached hereto are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS.** All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.
7. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.
8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the

subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
12. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses 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.
13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George	OWNER:	Quality Excavation
	175 East 200 North		1472 E 3950 S
	St. George, Utah 84770		St. George, Utah 84790
Attention:	Kade Bringhurst	Attention:	Mike Bracken

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

14. **SUCCESSORS AND ASSIGNS.** Developer shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation

not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
18. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

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

CITY: CITY OF ST. GEORGE

OWNER: Quality Excavation

Michele Randall, Mayor

Ed Burgess

Attest:

Approved as to form:
City Attorney's Office

Christina Fernandez, City Recorder

Alicia Galvany Carlton, Assistant City Attorney

Agenda Date: 04/10/2025

Agenda Item Number: 2b

Subject:

Consider approval to purchase a replacement vacuum truck in the Streets Division.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

This proposed purchase is for a new VACTOR 2100i combination single engine sewer cleaner with dual stage fan system to be mounted on a 2026 heavy-duty chassis. The purchase request is submitted for the Streets Division. This purchase will replace an existing Vaccon storm water truck. The asset will be used to clean storm water drains, curbs, gutters, and other city infrastructure associated with the City drainage system. This item would be purchased using a State Contract with a trade-in option through Owen Equipment for purchase amount of \$501,386.94 (trade-in value of \$70,000 will reduce the purchase amount).

Staff Narrative (need/purpose):

The purpose of this purchase is to replace an existing Vaccon asset that is overdue for its 5-year replacement. Features and purchase information may be found on the attached documentation. There is an option to take the existing Vaccon truck to auction rather than use the trade-in value. This is a risk, but there is a possibility that we could receive more value at auction. According to our Fleet Manager, an interested party has mentioned to him that they would want to purchase the existing truck.

Name of Legal Dept approver: N/A

Budget Impact:

Cost for the agenda item: \$501,386.94

Amount approved in current FY budget for item: \$519,000

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

This item is included in the FY25 budget; however, the truck will not be delivered until later in FY26 or in FY27. The trade-in value that was originally anticipated will also be lower.

Description of funding source:

General funds in the Streets Budget.

Recommendation (Include any conditions):

Staff recommends approval of purchase.



OWEN EQUIPMENT
1220 S. Legacy Vint St. Salt Lake City, UT 84104
Salt Lake City Main Line: (385) 308-4973

Presents a Proposal Summary

of the



VACTOR 2100i

Combination Single Engine Sewer Cleaner with a Dual Stage Fan System Mounted on a Heavy-Duty Truck Chassis

for

ST. GEORGE CITY STORM WATER

March 19, 2025



OWEN EQUIPMENT
1220 S Legacy View St. Salt Lake City, UT 84104
Salt Lake City Main Line: (385) 308-4973

VECTOR 2100i: Single Engine Dual Stage Fan, 12 Yard Debris body, 1500 Gallons Water Capacity, with the following Standard and Additional Features, Mounted to a Customer Supplied Dual Steer Freightliner Chassis:

STANDARD FEATURES

- Aluminum Fenders
- Under Engine Toolbox
- Mud Flaps
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 3 Nozzles w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual Stainless-Steel Float Shut Off System
- Microstrainer Prior to Blower
- Fixed Rear Door Pipe Rack – 8" Pipe
- Lube Manifold w/ Plastic Lube Chart
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Debris Body Up, Message and Alarm
- Low Water Alarm with Water Pump Flow Indicator
- 3" Y-Strainer at Passenger Side Fill w/25' Fill Hose
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Single Engine Dual Stage Fan
- Digital Water Pressure Gauge
- Rodder System Accumulator – Jack Hammer On/Off Control with Manual Valve
- Front Joystick Boom Control
- Boom Hose Storage
- Boom Out of Position Message and Alarm
- 3" Y-Strainer @ Water Pump
- Midship Handgun Coupling
- Chassis Engine Cooling System
- Side Mounted Water Pump
- Digital Hose Footage Counter
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover
- Hydraulic Tank Shutoff Valves
- Rodder Pump Drain Valves
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Tachometer/Chassis Engine W/Hourmeter
- Water Pump Hour Meter
- PTO Hour Meter



OWEN EQUIPMENT
1220 S Legacy View St. Salt Lake City, UT 84104
Salt Lake City Main Line: (385) 308-4973

- Hydraulic Oil Temp Alarm
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Camera System – Rear Only
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Module Paint, Dupont Imron Elite - Sanded Primer Base (White to match Cab)
- Vactor 2100i Standard Decal
- Vactor Standard Manual w/ Cloud Parts

ADDITIONAL FEATURES

- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Sewer Hose, 2500 PSI
- Debris Body Flush Out System
- Stainless Steel Float Ball Cage for Float Shut off System
- 6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
- 6" Knife Valve w/Camloc, w/Port, 3:00 Position
- Full Rear Door Swinging Screen
- Pump off Ports
- Centrifugal Separators
- Folding Pipe Rack, Curbside, 8" Pipe, Air Actuated
- Remove – Rear Door Pipe Rack
- Rear Door Splash Shield
- Air Purge
- Vac on the Go, Single Engine Fan
- Digital Water Level Indicator
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- Water Ring Assembly – at Hose End
- Water Ring Assembly – at Hose Inlet
- Backpack Wireless Controls with Hose Reel Controls, 2-Way Communication, LCD Display
- Rotatable Boom Inlet Hose
- 180 Degree Rotation, 10' Telescopic Boom
- Telescopic Boom Elbow, Hard Hat Style
- Anti Splash Valve
- High Pressure Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- Fan Flush Out System
- Automatic Hose Level Wind Guide, Power Indexing
- Rodder Hose Pinch Roller
- High Pressured Hose Reel (1)
- Front Hose Reel Storage
- Rear Mounted, LED Beacon Light
- Front Mounted, LED Beacon Light
- 14 Lighting Package, 14 Federal Signal Strobe Lights, LED
- Midship LED Turn Signals
- Worklights (2), LED, Boom



OWEN EQUIPMENT
1220 S Legacy View St. Salt Lake City, UT 84104
Salt Lake City Main Line: (385) 308-4973

- Worklights, LED, Operators Station
- Worklights, LED – Curbside
- Front and Rear Camera System, Front Camera Mounting on RH Side
- Safety Cone Storage Rack
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/ (2) LED Side Markers
- Long Handle Tool Storage
- Toolbox, Behind Cab with Lighting
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d with Lighting
- Toolbox, Driver Side Subframe, 60 w x 20h x 12d with Lighting
- Handle w/ Step on Curbside standard ladder according to RFQ
- Rear Directional Arrow Board: Whelen TA166AL5, LED, Amber, Large
- Mounted to a Customer Supplied Freightliner 114SD Chassis (Approved by Vactor)

TOTAL PRICE **\$ 501,386.94**

Includes Delivery to St. George City Shop

Includes One Day Training for Operators

State of Utah Contract #MA4658

****Pricing is Good for 30 Days****

****Pricing And Availability Is Subject to Change Pending Availability of The Chassis or Any Manufacturer Surcharges****

****Price Does Not Include Chassis or Equipment Modifications That May Be Necessary Due to Unforeseen Compatibility Issues, Customer Will Be Contacted for Approval Before Any Modifications Are Made****

****Terms Are Due Upon Receipt Unless Prior Credit Arrangements Are Made at The Time of Order****

****Chassis Pricing is Not Included in Total Price****

****Chassis Specifications Must Be Approved by Vactor at the Time of Ordering****

Accepted By:

Date:

Thank you,

Travis Vallejo

Travis Vallejo

Owen Equipment

801-244-1260

tvallejo@owenequipment.com



OWEN EQUIPMENT
1220 S Legacy View St. Salt Lake City, UT 84104
Salt Lake City Main Line: (385) 308-4973

OPTIONS NOT INLCUED IN TOTAL PRICE:

MRES Auto Lube System add \$ 12,559.00

**Owen Equipment 5 Year Vactor Buy Back Price
Towards The Purchase of a New Vactor 2100i**
(See Trade in Terms and Conditions Sheet) \$306,110.00

**Trade In St. George 2019 Vaccon Vin #1FVHG3DV2KHKC3277
Towards the Purchase of a New Vactor 2100i**
(See Trade in Terms and Conditions Sheet) {- \$70,000.00}



TRADE-IN TERMS AND CONDITIONS

The trade-in value is given as a credit against the sale price and amount due on the purchase of a new Vactor, Elgin or TRUVAC unit.

Owen Equipment Company will only consider accepting a trade-in unit if it meets the terms, specifications and conditions set forth below (unless otherwise agreed to) as determined by Owen Equipment Company:

1. The machine must be in good working order, condition and repair (reasonable wear and tear excepted).
2. No modifications have been made to the unit which affect its structural integrity, safety or operational characteristics.
3. All debris in any containment units has been removed according to governmental regulations and material safety data sheets (M.S.D.S.) are available.
4. The unit's interior and exterior must be cleaned prior to trade-in.
5. All bushings, conveyer belts, hoses, vacuum tubes and other primary wear items must be in good condition.
6. Detailed maintenance records have been maintained and are available for inspection and transfer at time of trade-in.
7. The high-pressure water system (if applicable) produces 85% of its original volumetric capacity and pressure.
8. Unit passes a vacuum test (if applicable) with a minimum efficiency of 85% of original specification.
9. The unit and chassis must have passed a current State D.O.T. or Federal ICC safety inspection.
10. Tires must have 50% wear remaining.
11. Analysis of engine and transmission fluids prove there to be no significant concerns with either system.
12. Hours may not exceed 1,000 hours per year and mileage may not exceed 15,000 miles per year.
13. All Customer Logos/Stickers must be removed from the unit prior to trade in.

Owen Equipment Company will test and inspect the body and chassis prior to trade-in. Such test and inspection will determine whether the conditions, terms, and minimum requirements for the trade-in have been met and the equipment is in acceptable condition for resale.

If, in the sole option of Owen Equipment Company, the requirements set forth above have not been met, Owen Equipment Company reserves the right to decrease the amount of the estimated trade-in value set forth below at its sole discretion. Trade-In Value may be decreased upon final inspection for excessive hours and miles, for delayed release of unit and/or title, and damages not disclosed and recorded at the time the original trade value was set.

VIN of Trade-In	Year / Make & Model of Trade-In	Proposed Value
Customer Signature	Date	Owen Equipment Signature
		Date

Portland - 13101 NE Whitaker Way • PO Box 30959 • Portland, OR 97294 | (503) 255-9055

Kent - 8721 S 218th St • Kent, WA 98031 | (253) 852-5819

Fairfield - 1085 Horizon Drive • Fairfield, CA 94533 | (707) 422-2333

Salt Lake City - 1220 South Legacy View St., Salt Lake City, UT 84104 | (801) 975-0400

Corporate - 4201 NE 66th Avenue, Ste 105, Vancouver, WA 98661

www.owenequipment.com

Contract # MA4658**STATE OF UTAH COOPERATIVE CONTRACT**

1. **CONTRACTING PARTIES:** This contract is between the Division of Purchasing and the following Contractor:

Legacy Equipment Co. LLC, DBA Owen Equipment Company

Name

1220 S. Legacy View St.

Address

Salt Lake City

UT

84104

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Gavin Erickson Phone # 801-971-7920 Email gerickson@owenequipment.comVendor # VC223926 Commodity Code # 98184

2. **CONTRACT PORTFOLIO NAME:** Combination Sewer Cleaner
3. **PROCUREMENT:** This contract is entered into as a result of Solicitation # TR24-9.
4. **CONTRACT PERIOD:** Effective Date: 09/17/2024 Termination Date: 09/16/2029 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): none.
5. **Prompt Payment Discount (if any):** none. **Price Guarantee Period (if any):** 1-year.
6. **Administrative Fee, as described in the Solicitation and Attachment A:** .40.
7. **ATTACHMENT A:** State of Utah Standard Terms and Conditions for ☒ Goods ☒ Services, or ☐ IT
ATTACHMENT B: Statement of Work
ATTACHMENT C: Pricing
ATTACHMENT D: Catalog
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.
9. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

Contractor's Signature

Gavin K. Erickson
Utah Regional Manager
Print Name Title

8/26/2024
Date

STATE

DocuSigned by:

C38BE9DAC528424...

8/28/2024

Director, Division of Purchasing

Date



Agenda Date: 04/10/2025

Agenda Item Number: 2C

Subject:

Consider approval of a Reimbursement Agreement with Quality Development for 3000 East Improvements.

Item at-a-glance:

Staff Contact: Carolyn Prickett

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

3000 East near Horseman Park Drive

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

The developer is providing frontage improvements along 3000 East for a future church. City desires adjacent north parcel frontage improvements be constructed which includes an additional 2.5-foot width of pavement, gutter, curb, and sidewalk on 3000 East to provide complete roadway sections to serve the public. Staff recommends approval contingent upon review by the City's Attorney's office.

Staff Narrative (need/purpose):

The developer is providing frontage improvements along 3000 East for a future church. City desires adjacent north parcel frontage improvements be constructed which includes an additional 2.5-foot width of pavement, gutter, curb, and sidewalk on 3000 East to provide complete roadway sections to serve the public.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval contingent upon review by the City's Attorney's office.



**CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT
FOR 3000 EAST STREET PAVEMENT OVERLAY AND FRONTAGE IMPROVEMENTS WITH QUALITY
PROPERTIES**
(Developer Construct-City Reimburse Developer)

THIS AGREEMENT is entered into this _____ by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Quality Properties, Inc., a Utah corporation, ("Developer"). City and Developer are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Developer owns property at approximately 3030 South 3000 East Street, St. George, Utah (the "Property"); and

WHEREAS, Developer is subdividing property into a single lot subdivision known as Olivewood Chapel which fronts 3000 East Street, a 90-foot public right of way; and

WHEREAS, Developer is obligated to construct a portion of 3000 East roadway improvements fronting the subdivision, which includes, sidewalk, curb, gutter, and the remaining pavement width of approximately 2.5 feet which will complete the 3000 East corridor improvements except for an approximate 500 feet section along the adjacent parcel to the north of the Property; and

WHEREAS, the existing pavement thickness within the 3000 East northbound lane does not meet City standard and City desires the pavement thickness be constructed to meet city standard by placing a 2-inch thick asphalt pavement overlay; and

WHEREAS, City desires adjacent north parcel frontage improvements be constructed which includes an additional 2.5-foot width of pavement, gutter, curb, and sidewalk on 3000 East to provide complete roadway sections to serve the public; and

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

AGREEMENT

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

1. **THE PROJECT.** At its own expense, Developer will construct 3000 East roadway improvements, as shown on Exhibit A and in accordance with the St. George Standard Specifications for Design and Construction.
2. **REIMBURSEMENT.** Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of \$192,244.65 as shown in the attached estimate (Exhibit B). The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.
3. **REPRESENTATIVES.** The representative for the City for this Project will be Public Works Engineering Manager, Carolyn Prickett. The representative for Developer will be Quality Excavation, Inc., Construction Manager, Mike Bracken.
4. **EXHIBITS.** All exhibits attached hereto are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS.** All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.
7. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.
8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to

such zoning regulations.

9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.
10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
12. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.
13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY: City of St. George

OWNER: Quality Properties, Inc.

175 East 200 North
St. George, Utah 84770
Attention: Carolyn Prickett

1472 E 3950 South
St. George, UT 84790
Attention: Ed Burgess

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

14. **SUCCESSORS AND ASSIGNS.** Developer shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
18. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first

above written.

CITY: CITY OF ST. GEORGE

OWNER: Quality Properties, Inc.

Michele Randall, Mayor

Ed Burgess, Manager

Attest:

Approved as to form:
City Attorney's Office

Christina Fernandez, City Recorder

Exhibit A

3000 East Roadway Improvements

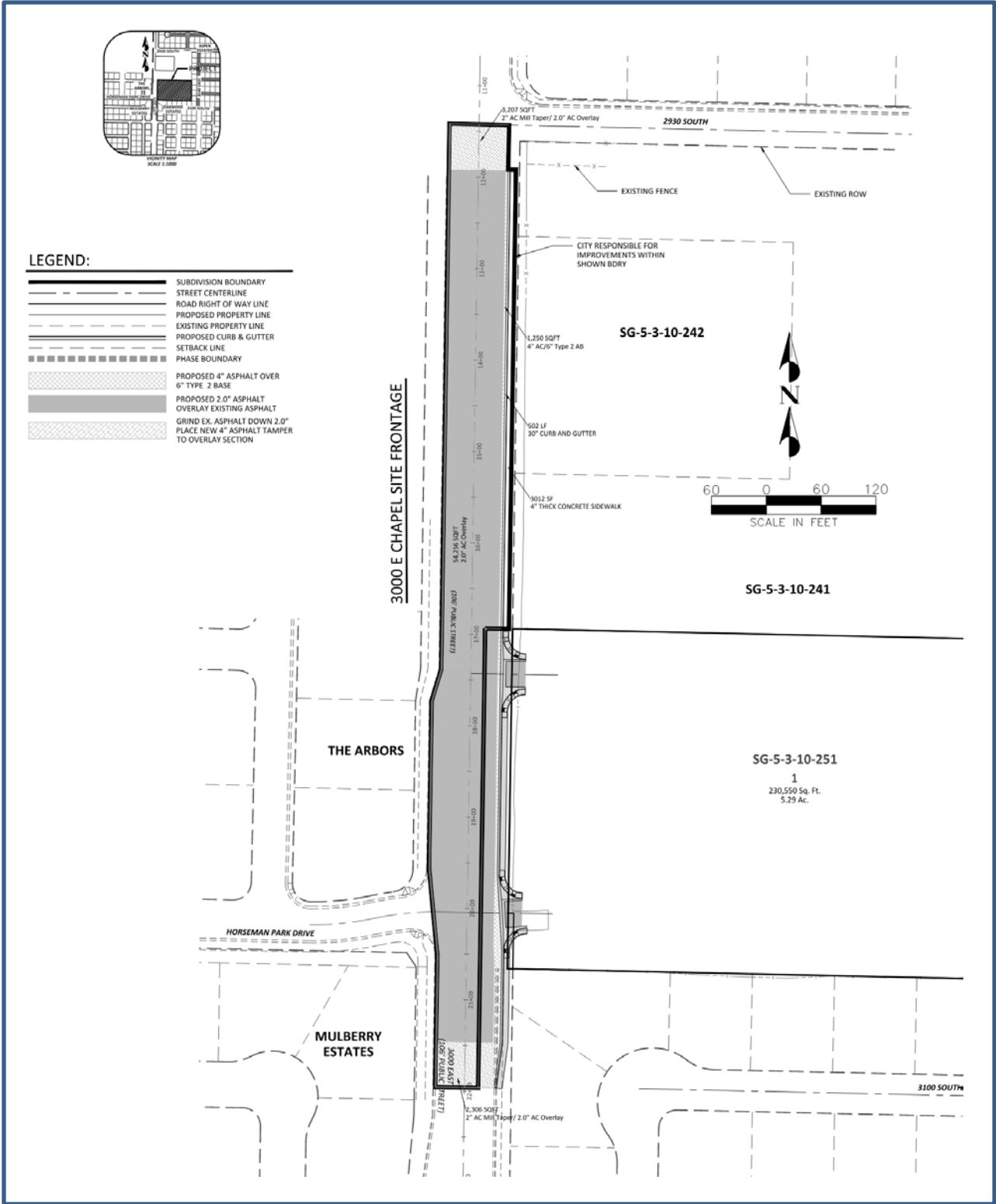


Exhibit B

Cost Estimate

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
2	Environmental Control	1	LS	\$ 1,000.00	\$ 1,000.00
3	Engineering/Surveying	1	LS	\$ 7,200.00	\$ 7,200.00
4	Soils Testing	1	LS	\$ 3,500.00	\$ 3,500.00
5	Lower and Raise Valves to Grade	5	EA	\$ 980.00	\$ 4,900.00
6	Remove and Replace Monument	1	EA	\$ 1,800.00	\$ 1,800.00
7	Saw Cutting	520	LF	\$ 2.25	\$ 1,170.00
8	Asphalt Milling	1	LS	\$ 6,500.00	\$ 6,500.00
9	Milling Haul Off	4	HR	\$ 155.00	\$ 620.00
10	Traffic Control	1	LS	\$ 3,875.00	\$ 3,875.00
11	Clear and Grub	1	LS	\$ 1,200.00	\$ 1,200.00
12	Rough Grading	174	CY	\$ 15.50	\$ 2,697.00
13	Export	130	CY	\$ 10.00	\$ 1,300.00
14	Finish Grading	5,600	SF	\$ 0.20	\$ 1,120.00
15	HB30-7 Curb & Gutter	504	LF	\$ 30.00	\$ 15,120.00
16	6' Wide Sidewalk	504	LF	\$ 54.30	\$ 27,367.20
17	4" Thick Asphalt Paving	1,290	SF	\$ 3.25	\$ 4,192.50
18	2" Thick Asphalt Overlay	67,059	SF	\$ 1.55	\$ 103,941.45
19	8" Thick Road Base	1,290	SF	\$ 1.35	\$ 1,741.50
TOTAL					\$ 192,244.65



Agenda Date: 04/10/2025

Agenda Item Number: 2d

Subject:

Consider approval of a Reimbursement Agreement with Lexington Properties LLC for 2800 South Improvements along Hacienda Farms Development.

Item at-a-glance:

Staff Contact: Cathy Hasfurther

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

2800 South along Hacienda Farms Development

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

The developer is planning to design and install improvements on 2800 South along Hacienda Farms Development. The developer agrees to donate a 50 foot wide drainage/canal along the north side of the Developer's property, from Coyote Springs west boundary to River Road, to own and maintain as part of the city's overall drainage facilities in exchange for reimbursement of the 2800 South roadway improvements. Staff recommends approval contingent upon review by the City's Attorney's office.

Staff Narrative (need/purpose):

The developer is planning to design and install improvements on 2800 South along Hacienda Farms Development. The developer agrees to donate a 50 foot wide drainage/canal along the north side of the Developer's property, from Coyote Springs west boundary to River Road, to own and maintain as part of the city's overall drainage facilities in exchange for reimbursement of the 2800 South roadway improvements.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.



CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT
FOR 2800 SOUTH ROADWAY IMPROVEMENTS ALONG HACIENDA FARMS DEVELOPMENT WITH
LEXINGTON PROPERTIES, LLC
(Developer Construct-City Reimburse Developer)

THIS AGREEMENT is entered into this _____ by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Lexington Properties, LLC, a Utah Limited Liability Company, ("Developer"). City and Developer are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Developer owns property at approximately 2096 East and 2800 South Street, St. George, Utah (the "Property"); and

WHEREAS, Developer is subdividing the property known as Hacienda Farms which is adjacent to 2800 South Street, a 66-foot public right of way; and

WHEREAS, Developer is obligated to construct a portion of 2800 South roadway improvements along his parcel, which includes, sidewalk, curb, gutter, retaining walls, and the remaining pavement width of approximately 8 feet which will complete the 2800 South corridor improvements; and

WHEREAS, City desires to obtain a 50 foot wide drainage/canal along the north side of the Developer's property, from Coyote Springs west boundary to River Road, to own and maintain as part of the city's overall drainage facilities; and

WHEREAS, Developer will construct the 2800 South roadway improvements along the property frontage, which includes curb, gutter, sidewalk, retaining walls, and pavement and city will reimburse Developer for the roadway improvement costs in exchange for the dedication of the 50 foot wide drainage/canal property. Developer agrees to deed the 50 foot wide drainage/canal to city with the final subdivision plat; and

WHEREAS, City desires to contribute to repair a portion of Coyote Springs Drive that was damaged from construction activity of Hacienda Farms. City will reimburse the Developer for the curb and gutter and sidewalk and half the cost of the paving (See Exhibit B); and

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

George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

AGREEMENT

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

1. **THE PROJECT.** Developer will construct 2800 South roadway improvements and repair a portion of Coyote Springs Drive, as shown on Exhibits A & B, and in accordance with the St. George Standard Specifications for Design and Construction and accepted construction drawings for Hacienda Farms.
2. **REIMBURSEMENT.** Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of \$323,872.50 as shown in the attached estimates (Exhibits A & B). The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.
3. **REPRESENTATIVES.** The representative for the City for this Project will be Public Works Engineering Manager, Catherine Hasfurther. The representative for Developer will be Lexington Properties, LLC, Developer/Owner, Lex Ence.
4. **EXHIBITS.** All exhibits attached hereto are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS.** All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.
7. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed

by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.

8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.
10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
12. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled

to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.

13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	OWNER:	Lexington Properties, LLC 2096 E Coyote Springs Drive St. George, UT 84790
Attention:	Catherine Hasfurther	Attention:	Lex Ence

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

14. **SUCCESSORS AND ASSIGNS.** Developer shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
18. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

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

CITY: CITY OF ST. GEORGE

OWNER: Lexington Properties, LLC

Michele Randall, Mayor

Lex Ence, Manager

Attest:

Approved as to form:
City Attorney's Office

Christina Fernandez, City Recorder



2800 South Road Improvements
ST GEORGE, UTAH
Cost Estimate

Bush and Gudgeon
 205 East Tabernacle #4
 St. George, Utah 84770
 Phone: (435) 673-2337
 Fax: (435) 673-3161
 www.bushandgudgeon.com

2/18/2025

Concrete Work

Item #	Description	Unit Price	Total Price
1	955 LF HB30-7 curb and gutter	40.26	\$38,448.30
2	5,450 SF 6' Sidewalk	7.82	\$42,619.00
3	810 CY Fill (Import) Import unknown on improvements to the east	14.50	\$11,745.00
Sub-Total Concrete Work			\$92,812.30

Asphalt Paving Work

Item #	Description	Unit Price	Total Price
1	5,180 SF 3" Asphalt paving & 8" type II road base	6.66	\$34,498.80
2	930 LF Sawcut and remove existing asphalt	1.16	\$1,078.80
Sub-Total Asphalt Paving Work			\$35,577.60

Retaining Wall

Item #	Description	Unit Price	Total Price
1	1,310 SF Concrete block retaining wall	69.01	\$90,403.10
Sub-Total Retaining Wall			\$90,403.10

Summary

Concrete Work	\$92,812.30
Asphalt Paving	\$35,577.60
Retaining Wall	\$90,403.10

Total Cost to Construct **\$218,793.00**

EXHIBIT B

Coyote Springs Drive
St. George, Utah
Cost Estimate

Concrete Work

Item #	Units	Description	Unit Price	Total Price
1	15 LF	HB30-7 Curb and Gutter	\$40.26	\$603.90
2	75 SF	5' Sidewalk	\$7.82	\$586.50
Subtotal concrete work				\$1,190.40

Asphalt Paving

Item #	Units	Description	Unit Price	Total Price
1	3360 SF	3" Asphalt Paving & 12" Type II Roadbase	\$6.66	\$11,188.80
2	35 LF	Sawcut and Remove existing asphalt	\$1.16	\$20.30
3	3360 SF	Geogrid	\$1.00	\$1,680.00
Subtotal asphalt paving				\$12,889.10

Total Cost - Concrete/Asphalt \$14,079.50

