

**DRAFT**Agenda Item Number : **2A****Request For Council Action**

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**Date Submitted** 2016-06-09 17:25:36**Applicant** Marc Mortensen**Quick Title** Award bid for 4th of July Fireworks**Subject** Consider awarding a bid to Fireworks and Stage FX America**Discussion** We had two pyrotechnic companies bid on the 4th of July city fireworks. both are reputable and we have used each of them in the past. Both are proposing to use a certified and permitted local pyrotechnics crew. Based on the proposals and after discussions with a local pyro expert we recommend awarding the bid to Fireworks and Stage FX America.**Cost** \$40,000.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Marc Mortensen**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Fireworks and Stage FX America will be required to comply with city insurance requirements and coordinate with City and University public safety officials.

**DRAFT**Agenda Item Number : **2B****Request For Council Action**

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**Date Submitted** 2016-06-08 17:00:51**Applicant** Sunrise Engineering**Quick Title** Award Contract**Subject** Award an Engineering Services Contract to Sunrise Engineering in the amount of \$86,000.**Discussion** Sunrise Engineering will provide design services for re-surfacing of Bloomington Drive which includes surveying and locating existing improvements, coordination with various utilities, completion of plans and related work.**Cost** \$86,000**City Manager Recommendation** This contract is for engineering on the proposed Bloomington Drive improvements. Recommend approval.**Action Taken****Requested by** Jay Sandberg**File Attachments** [Unsigned Engineering Services Contract.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Unsigned Engineering Services Contract.pdf](#)

**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT  
FOR Bloominton Drive Road Resurface WITH Sunrise Engineering**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, 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 Sunrise Engineering, Inc., with offices at 11 North 300 West, Washington, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Civil Engineering services including design of Roadway Improvements for the Bloomington Drive Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated May 24, 2016, which outlines the scope of work 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. **EMPLOYMENT OF CONSULTANT.**

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. 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.
- c. 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 § 1324a. 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 § 1324a, 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 § 1324a 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 as well as 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.

- d. 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.
- e. 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.
- f. 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, disability or marital status in its employment practices.
- g. 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.
- h. 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.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide 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.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. 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.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. 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.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated

- as set forth in this Agreement.
- b. 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.
  - c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that 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 actually 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 reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

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

- a. 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 subcontractor's 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.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, 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 the 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.
- c. 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.

- d. 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 and reasonable attorneys' fees.
- e. 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.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. 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.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. 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.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that 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.
- b. 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.
- c. 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.**
- a. 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.
  - b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
  - c. 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.
  - d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**
- a. CITY retains and employs 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.
  - b. 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.
  - c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
  - d. 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.
  - e. 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.
  - f. 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 to be the 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 to be employees of CONSULTANT.
  - g. 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.**
- a. 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.
- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, 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 except for the Professional Errors and Omissions Malpractice Insurance coverage.
    - 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:** CONSULTANT 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. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
    - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT 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. 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, 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 \$703,000 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 \$2,407,700 Dollars.
  - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
- iv. Such policy shall include each of the following coverages:
  - 1. Comprehensive form.
  - 2. Premises - operations.
  - 3. Explosion and collapse hazard.
  - 4. Underground hazard.
  - 5. Product/completed operations hazard.
  - 6. Contractual insurance.
  - 7. Broad form property damage, including completed operations.
  - 8. Independent contractors for vicarious liability.
  - 9. Personal injury.
  - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. **PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:**
  - i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
  - ii. 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, his 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.
  - iii. If Professional Liability coverages are written on a claims-made form:
    - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
    - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    - 3. 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.
    - 4. A copy of the policy must be submitted to CITY for review.
- g. **BUSINESS AUTOMOBILE COVERAGE:**
  - i. 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 Dollars for one person and \$2,407,700 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.

- ii. Such business automobile insurance shall include each of the following types:
  1. Comprehensive form, including loading and unloading.
  2. Owned.
  3. Hired.
  4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. 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 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 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;
  - ii. CONSULTANT'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 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.
- b. 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, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. 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.

13. **DOCUMENTS.**

- a. 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 of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.**

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

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

c. 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 Contractor, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

- a. 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.
- b. 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.
- c. 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

Attention: Jay Sandberg

CONSULTANT Sunrise Engineering  
11 N 300 W  
Washington, Utah, 84780

Attention: Dustyn Shaffer

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, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
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.

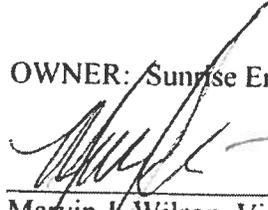
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to 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 executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
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: CITY OF ST. GEORGE

OWNER: Sunrise Engineering, Inc.

\_\_\_\_\_  
Jonathan T. Pike, Mayor

  
\_\_\_\_\_  
Marvin J. Wilson, Vice President

Attest:

Approved as to form:

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

  
\_\_\_\_\_  
Paula Houston, Deputy City Attorney



11 North 300 West, Washington, Utah 84780  
TEL 435.652.8450 | FAX 435.652.8416 | sunrise-eng.com

**EXHIBIT A**

**SCANNED**

May 24, 2016

Jay Sandberg, PE, CFM  
City Engineer  
City of St. George, Utah 84770

Subject: **CITY OF ST. GEORGE - Proposal for Bloomington Drive Road Resurface Design**

Dear Mr. Sandberg,

Sunrise Engineering, Inc. (SEI) is pleased to provide the following proposal/agreement to provide professional engineering services for the City of St. George (CLIENT). We understand the pavement for Bloomington Drive has reached or exceeded its design life and is in need of significant roadway re-surfacing.

Whereas CLIENT desires to complete roadway improvements for Bloomington Drive, Sunrise Engineering, Inc., proposes to complete the engineering to construct the improvements. The scope of service to be provided by SEI under this phase includes the following:

**Scope of Services**

**1. Preliminary Design Phase**

- A. Sunrise will hold a kickoff meeting with the City to address the City's needs and define the project limits.
- B. Perform topographical survey of hardscape (asphalt, driveways, etc.) in the ROW.
- C. Determine existing conditions, features, and utilities (utility information will be gathered from the utility companies. It is assumed it will be horizontal positioning and no vertical data, as there will be no SUE work or potholing).
- D. Prepare initial alignments and profiles based on existing conditions.
- E. Provide a rough check for any potential drainage problems. Provide recommendations to profile changes to help drainage. It is anticipated that no underground utility or drainage work will be included with this project.
- F. Hold preliminary meeting with St. George City to evaluate any conflict findings and determine recommendations to develop further.

**2. 60% Design Phase**

- A. Deliver a set of plans that are 60% complete.
- B. Deliver a cost estimate that is based on the findings we know up to this point.
- C. Receive and address comments from the City.
- D. Submit plans to JUC to receive initial JUC comments.

**3. Final Design & Advertise Package**

- A. Receive final comments on plans, specs, and estimate
- B. Receive final input on project schedule
- C. Submit final plans to JUC
- D. Incorporate comments from City and JUC
- E. Update cost estimate
- F. Prepare bidding schedule and special provisions for the City to include in the bid documents.
- G. Provide plans to St. George City in .dwg and .pdf format

### Assumptions

1. The geotech work previously completed will be used for the project.
2. City will directly hire a Land Surveyor to locate and replace all survey monuments for this project. The City will provide the location to the Engineer for use in establishing the existing alignment.
3. The understood intent of the project is to resurface the existing paved area. This scope is limited to a few troubled drainage areas that can be solved with grading but does not include drainage analysis or design to address storm runoff issues or underground drainage design.
4. Right-of-Way will be determined from the monument locations provided to the Engineer. It is assumed that additional right-of-way will not be needed for the project.
5. If assistance is required during the construction, then those services shall be performed at the rates and fees shown in the attached Exhibit A, or as a separate contract.
6. The existing alignment will be used for the alignment and the existing profile will be matched except in the few problem areas.
7. Design and other services not specifically listed in the scope will be performed at the rates and fees listed in the attached Exhibit A.

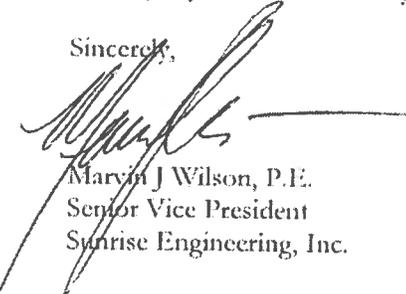
### Compensation

Sunrise proposes to complete the work outlined in the Scope of Services for the total cost not to exceed amount: \$86,000. See Exhibit A.1 for a detailed breakdown of costs.

Any additional services requested either in writing, or other documented means, by CLIENT and concurred by SEI will be performed at the rates and fees shown in the attached Exhibit A.2.

If you are interested in having SEI complete these services, please use this proposal as a basis for a formal contract to be executed by SEI and the City. We look forward to providing this and other services. Please call me at (435) 652-8450 with any questions or concerns.

Sincerely,



Marvin J. Wilson, P.E.  
Senior Vice President  
Sunrise Engineering, Inc.

**Bloomington Drive Road Resurface Design  
CITY OF ST. GEORGE  
PROJECT MANAGEMENT PLAN - DESIGN**

Sunrise Engineering Inc.  
Exhibit A.1 - Project Engineer's Estimate of Civil Engineering Services

CLASS	DESCRIPTION	RATE	BUDGET →	Engineering Design Phase								HOURS PER CLASS	COST PER CLASS	
				001		002		003		0001	0002			0003
				0001	0002	0001	0002	0001	0002					
TASK DESCRIPTION				Project Management & Communications	Preliminary Engineering	Topographical Survey	60% Phase	Final Design	Advertise					
101	Engineer Intern (E.I.T.) I	\$89.00	Hours Cost	\$3,700	\$15,300	\$5,500	\$33,700	\$20,200	\$7,600	\$7,600	140	\$12,460		
104	Engineer IV	\$139.00	Hours Cost	15 \$2,085	50 \$6,950		90 \$12,510	60 \$8,340	20 \$2,780		235	\$32,665		
105	Engineer V	\$159.00	Hours Cost	10 \$1,590			50 \$7,950	28 \$4,452	10 \$1,590		98	\$15,582		
403	CAD Drafter III	\$85.00	Hours Cost		50 \$4,250		99 \$8,415	40 \$3,400	20 \$1,700		209	\$17,765		
52	Administrative II	\$51.00	Hours Cost		10 \$510		8 \$408	8 \$408	8 \$408		34	\$1,734		
53	Administrative III	\$66.00	Hours Cost						4 \$264		4	\$264		
930	Survey CAD Tech	\$87.00	Hours Cost				16 \$1,392				16	\$1,392		
935	One Man Survey Crew	\$119.00	Hours Cost				30 \$3,570				30	\$3,570		
950	Principal Surveyor	\$160.00	Hours Cost				2 \$320				2	\$320		
-	Mileage	\$0.59	Miles Cost				100 \$59.00				-	\$59		
-	Per Diem Meals	\$35.00	Days Cost				4 \$140				-	\$140		
<b>TOTAL</b>				<b>HOURS</b>	<b>25</b>	<b>150</b>	<b>48</b>	<b>297</b>	<b>176</b>	<b>72</b>	<b>768</b>	<b>\$85,951</b>		
				<b>TASK COST</b>	<b>\$3,675</b>	<b>\$15,270</b>	<b>\$5,481</b>	<b>\$33,733</b>	<b>\$20,160</b>	<b>\$7,632</b>		<b>\$85,951</b>		
				<b>ROUNDED</b>	<b>\$3,700</b>	<b>\$15,300</b>	<b>\$5,500</b>	<b>\$33,700</b>	<b>\$20,200</b>	<b>\$7,600</b>		<b>\$86,000</b>		

# SUNRISE ENGINEERING

## FEE SCHEDULE

### EXHIBIT A.2

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$91	404	CAD Drafter IV	\$95
102	Engineer Intern (E.I.T.) II	\$99	451	Training Specialist I	\$79
103	Engineer III	\$125	452	Training Specialist II	\$94
104	Engineer IV	\$141	455	Training Specialist	\$113
105	Engineer V	\$159	456	Training Manager	\$127
110	Principal Engineer	\$184	460	Training Director	\$159
121	Electrical Engineer Intern (E.I.T.) I	\$103	500	Funding Specialist	\$115
122	Electrical Engineer Intern (E.I.T.) II	\$113	510	Plan Reviewer	\$107
123	Electrical Engineer III	\$130	511	Building Inspector I	\$61
124	Electrical Engineer IV	\$150	512	Building Inspector II	\$84
125	Electrical Engineer V	\$165	513	Building Inspector III	\$105
126	Principal Electrical Engineer	\$185	525	Building Official	\$122
301	Engineering Tech I	\$71	604	GIS Tech	\$89
302	Engineering Tech II	\$86	611	GIS Specialist	\$99
303	Engineering Tech III	\$99	51	Administrative I	\$42
304	Engineering Tech IV	\$121	52	Administrative II	\$53
311	Electrical Tech I	\$79	53	Administrative III	\$68
312	Electrical Tech II	\$89	721	Water Rights Specialist I	\$91
313	Electrical Tech III	\$99	722	Water Rights Specialist II	\$102
314	Electrical Tech IV	\$109	723	Water Rights Specialist III	\$116
315	Electrical Tech V	\$119	921	Survey Tech	\$71
351	Construction Observer I	\$61	930	Survey CAD Tech	\$90
352	Construction Observer II	\$81	935	One Man Survey Crew	\$123
353	Construction Observer III	\$89	940	Survey Manager	\$133
354	Construction Observer IV	\$99	945	Registered Surveyor	\$146
401	CAD Drafter I	\$63	950	Principal Surveyor	\$165
402	CAD Drafter II	\$73			
403	CAD Drafter III	\$85			

### REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fee schedule will automatically change once per year in January, and is subject to change on other occasions. Base 02-2016



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b></p>   <p>City of St. George</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with

such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Project: Bloomington Drive Road Surface Preliminary Engineering. The City of St. George is included as Additional Insured when required by written contract for General Liability. City of St. George is listed as an additional primary insured without offset against the City's Insurance. Waiver of Subrogation on all lines except Professional Liability in favor of the certificate holder.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name of Person or Organization:</b> City of St. George
<b>Location and Description of Completed Operations:</b>
<b>Additional Premium:</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II - Who is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Project: Bloomington Drive Road Surface Preliminary Engineering. The City of St. George is included as Additional Insured when required by written contract for General Liability. City of St. George is listed as an additional primary insured without offset against the City's insurance. Waiver of Subrogation on all lines except Professional Liability in favor of the certificate holder.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:** City of St. George

Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

NAMED INSURED: Sunrise Engineering, Inc.

POLICY NUMBER. 6305G150660

ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION 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-

### **PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION 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 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 ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

### **PROVISIONS:**

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.

**DRAFT**Agenda Item Number : **2C****Request For Council Action**

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**Date Submitted** 2016-06-08 16:46:05

**Applicant** Jviation

**Quick Title** Amendment to the Professional Services Agreement with Jviation

**Subject** Amendment No. 2 to the Professional Services Agreement with Jviation at the Airport for the Apron Pavement Preservation

**Discussion** Amendment consists of providing design services (\$63,508) and construction management services (\$35,638) for a total amount of \$99,146. FAA grant pays for 90.63% of this amendment of the agreement.

**Cost** \$99,146

**City Manager Recommendation** This is for the improvement project at the Airport planned for the next fiscal year and is a Federal funded project(90.63%). Recommend Jviation for this design.

**Action Taken**

**Requested by** Cameron Cutler

**File Attachments** [SGU AIP 26 \(Apron\) Amendment No. 2.pdf](#)

**Approved by Legal Department?**

**Approved in Budget?** **Amount:**

**Additional Comments**

**Attachments** [SGU AIP 26 \(Apron\) Amendment No. 2.pdf](#)

**Second Amendment to the “Professional Services Agreement”  
Dated January 21, 2016  
Between City of St. George and Jviation for Airport FAA Projects  
RE: Apron Pavement Preservation**

The Sponsor (previously referred to as “CITY”) and the Engineer (previously referred to as “CONSULTANT”) agree to amend the “Professional Services Agreement” entered into on January 21, 2016 between the City of St. George and Jviation, Inc. for improvements to the St. George Regional Airport, St. George, UT (hereinafter referred to as the “Original Agreement”). This amendment shall be effective this \_\_\_\_ day of \_\_\_\_\_, 2016.

It is mutually understood and agreed by the Parties that all of the Original Agreement and the 1<sup>st</sup> Amendment shall remain in effect. The provisions in this Second Amendment are additional requirements to the Original Agreement and the 1<sup>st</sup> Amendment. The improvement item is included in the Scope of Work of the Original Agreement. The item covered by this amendment is described as follows:

**Apron Pavement Preservation**

The Sponsor agrees to pay the Engineer for the services listed under Article II of the Original Agreement in the following manner:

**PART A - BASIC SERVICES**

**DESIGN**

Preliminary Design ..... Lump sum of \$18,313.00  
Design ..... Lump sum of \$40,473.00

**BIDDING**

Bidding..... Lump sum of \$4,641.00

REIMBURSABLE COSTS DURING DESIGN ..... Lump sum of \$81.00

TOTAL BASIC SERVICES..... Lump sum of \$63,508.00

Method of payment shall be as follows:

Interim payments based on work performed by the Engineer and detailed in a report submitted to the Sponsor with the request for payment. A retainer of ten percent of the total contract amount to be paid upon Notice to Proceed for construction, or, in the event the Sponsor does not elect to proceed with construction, the remaining ten percent to be paid upon receipt of request for payment from the Engineer.

**PART B - SPECIAL SERVICES (SOILS AND PAVEMENT INVESTIGATIONS/TOPOGRAPHIC SURVEYS/HYDROLOGIC STUDIES/CONSTRUCTION ADMINISTRATION AND FIELD ENGINEERING)**

The maximum estimated SPECIAL SERVICES engineering is as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

**CONSTRUCTION ADMINISTRATION AND FIELD ENGINEERING**

The estimated maximum for CONSTRUCTION ADMINISTRATION and FIELD ENGINEERING is:

Construction Administration.....	Lump sum of \$3,416.00
Pre-Construction Coordination.....	Lump sum of \$2,256.00
Construction Coordination.....	Lump sum of \$21,389.00
Post Construction.....	Lump sum of \$7,079.00
REIMBURSABLE COSTS DURING CONSTRUCTION.....	Lump sum of \$1,498.00
TOTAL SPECIAL SERVICES .....	Lump sum of \$35,638.00
TOTAL.....	Lump sum of \$99,146.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible "Record Drawings" have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The "Record Drawings" and Construction Report shall be submitted within a period of 90 days from end of construction period. This Amendment shall be considered concurrent with completion of audit.

PART C – ASSURANCES

**I.**  
**CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL  
REQUIREMENTS**

*Reference: 49 CFR PART 21*

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or

- b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations, Nondiscrimination, Solicitations for Subcontracts, Information and Reports, and Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## II.

### **AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

*Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123; AC 150/5100-15, Para. 10.c.*

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Engineers, this provision binds the Engineers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## III.

### **DISADVANTAGED BUSINESS ENTERPRISES**

*Reference: 49 CFR Part 26*

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *Fifteen (15)* days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

#### IV.

#### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

*Reference: 49 CFR Part 20, Appendix A*

- No Federal appropriated funds shall be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

#### V.

#### **ACCESS TO RECORDS AND REPORTS**

*Reference: 49 CFR Part 18.36(i); FAA Order 5100.38*

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### VI.

#### **BREACH OF CONTRACT TERMS**

*Reference: 49 CFR Part 18.36*

Any violation or breach of terms of this contract on the part of the Engineer or their subcontractors may result in the suspension or termination of this contract or such other action that may be

necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**VII.  
RIGHTS TO INVENTIONS**

*Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38*

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**VIII.  
TRADE RESTRICTION CLAUSE**

*Reference: 49 CFR Part 30.13; FAA Order 5100.38*

The Engineer or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Engineer or subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **IX. TERMINATION OF CONTRACT**

*Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38*

- The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**X.**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

*Reference: 49 CFR Part 29; FAA Order 5100.38*

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**XI.**  
**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

*Reference: 20 CFR part 1910*

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

**XII.**  
**CLEAN AIR AND WATER POLLUTION CONTROL**

*(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G)*

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

### XIII.

#### CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

*(Reference: 2 CFR § 200 Appendix II (E))*

- **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
- **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
- **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**XIV**  
**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

*Reference: 29 USC § 201, et seq.*

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

**XV**  
**TEXTING WHEN DRIVING**

*References: Executive Order 13513, DOT Order 3902.10*

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

SPONSOR:  
THE CITY OF ST. GEORGE  
ST. GEORGE, UT

By: \_\_\_\_\_  
Jonathan T. Pike, Mayor

Attest: \_\_\_\_\_  
Christina Fernandez, City Recorder

ENGINEER:  
JVIATION, INC.

By: \_\_\_\_\_

Approved as to Form:

Paula Houston, Deputy City Attorney

## SCOPE OF WORK FOR ST. GEORGE REGIONAL AIRPORT

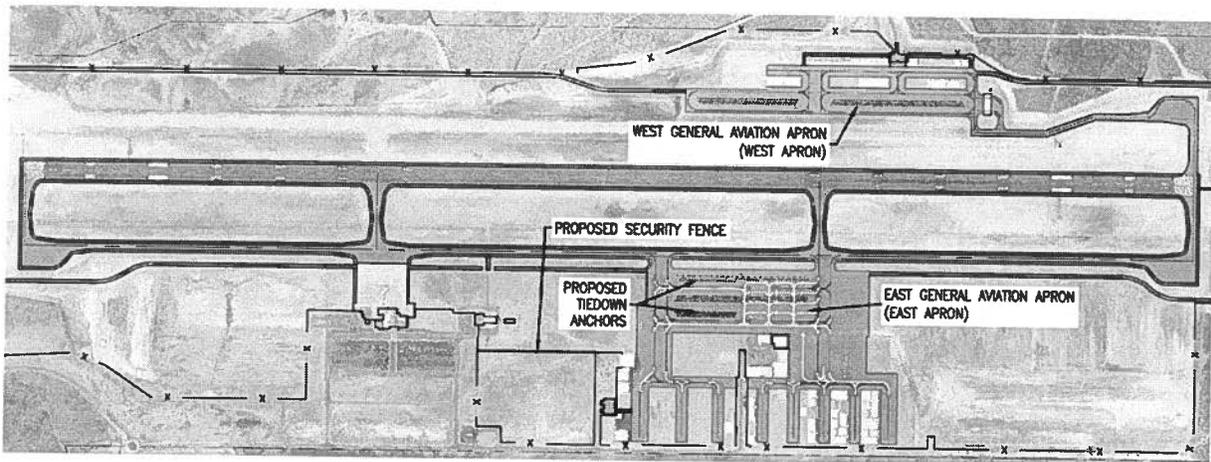
St. George, Utah  
AIP Project No. 3-49-0060-026-2016

### Apron Pavement Preservation

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated January 21, 2016 between the City of St. George and Jviation, Inc. providing for professional services. For the remainder of this scope St. George Regional Airport is indicated as “Sponsor” and Jviation, Inc. is indicated as “Engineer”. The estimated construction cost of this project is approximately \$430,000.

This project will consist of preparing Construction Plans, Contract Documents, Technical Specifications and Engineer’s Design Report, along with Bidding and Construction Administration, Construction Safety and Phasing Plan, On-site Coordination, Post Construction Coordination and the Final Construction Report for the project described below.

#### DESCRIPTION:



The purpose of this project is to preserve the pavement on the east general aviation apron (east apron) and west general aviation apron (west apron) and associated taxiways, reconfigure the east apron, and install a section of security fence.

The pavement preservation will include:

- Application of crack seal to all open cracks, and
- Application of seal coat to all bituminous pavements on the east and west aprons.

The east apron reconfiguration includes accommodation for:

- 32 new Group I tiedown tees with accompanying anchors and chains,

- 12 new Group II jet parking spaces delineated by lead-in lines, and
- 2 new Group III jet parking spaces delineated by a lead-in line.

The security fence will include:

- 930 ft of security fencing south of the east apron to streamline airport security during events, and
- One 20 ft double swing manual gate.

In accordance with Federal NEPA requirements, a categorical exclusion (CATEX) will be prepared for the project.

The Engineering fees for the Apron Pavement Preservation, Apron Reconfiguration, and Fencing project will be broken into two parts:

**Part A-Basic Services;**

- 1) Preliminary Design Phase,
- 2) Design Phase,
- 3) Bidding Phase,

**Part B-Special Services;**

- 4) Construction Administration Phase,
- 5) Pre-Construction Phase,
- 6) Construction Coordination Phase, or Field Engineering, and
- 7) Post Construction Phase.

Parts A and B and the seven phases are described in more detail below.

## **PART A - BASIC SERVICES**

**Part A - Basic Services** will consist of the preliminary design phase, design phase and bidding phase.

### **1.0 Preliminary Design Phase**

This phase provides an opportunity for the Sponsor and FAA in conjunction with Jviation to develop the concept, goals, and funding for the project.

**1.1 Preliminary Meetings with the Sponsor and FAA.** Meetings with the Sponsor and FAA will take place to determine critical dates, establish the proposed design schedule, project development schedule and scope meeting schedule, determine the feasibility of the proposed work and to establish the need for topographical surveying and pavement investigation/geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design and discuss construction details, proposed time frame of the construction, and special requirements of the project. It is anticipated that there will be a maximum of (4) meetings with the Sponsor and/or FAA throughout the course of the project.

**1.2 Prepare Project Scope of Work and Contract.** This task includes establishing the scope of work through meetings with the Sponsor and the FAA. This also includes drafting the contract for the work to be completed by Jviation for the Sponsor.

**1.3 Establish AIP Eligibility Limits.** This task includes analyzing and calculating the limits of eligibility for AIP funding of the pavement preservation, coordinating these results with the Sponsor and FAA, and providing a final mapping of eligibility to be used in calculating payments.

**1.4 Coordinate Apron Layout with Sponsor and FBO.** This task includes the collaboration through meetings with the Sponsor and fixed base operator (FBO) to reconfigure the east apron to better accommodate business jet parking. It is anticipated that there will be a maximum of four (4) meetings with the Sponsor and FBO throughout the course of the project.

**1.5 Coordinate Security Fencing Location with Sponsor.** This task includes coordinating the security fencing requirements with the Sponsor.

**1.6 Compile/Submit FAA Form 7460.** This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The new security fence will require an FAA Form 7460 to be sent to the FAA and accepted prior to the start of construction.

**1.7 Prepare FAA Categorical Exclusion (CATEX).** Jviation will prepare, submit, and coordinate the CATEX for the project. This item will include:

- Preparing the FAA CATEX,
- Preparing the Airport Construction Emissions Inventory Tool (ACEIT) report,
- Submitting a CATEX and all required accompanying forms to the FAA, and
- Coordinating approval with FAA.

**1.8 Prepare Federal Grant Application.** This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application will include the following:

- Prepare Federal 424 form
- Prepare Project Funding Summary
- Prepare Program Narrative, discussing the Purpose and Need of the work and the Method of Accomplishment
- Project Sketch (11"x17")
- Prepare Preliminary Cost Estimate
- Prepare the Sponsors Certifications
- Attach the current Grant Assurances
- Exhibit "A" Property Map

The Engineer will submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Engineer will forward a copy of the signed application to the FAA for further processing.

**1.9 Prepare Disadvantaged Business Enterprise (DBE) Goal.** The Airport has established a Disadvantaged Business Enterprise (DBE) goal in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE goal has not been updated since 2012, in order to be in compliance with 49 CFR Part 26 the DBE goal will need to be amended. Jviation will assist the Sponsor in amending the DBE goal. In addition, Jviation will research the current state highway certified DBE listings and area contractors to determine the availability of potential DBE contractors. Prepare preliminary construction estimates and establish the potential DBE work items. Finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval.

## **2.0 Design Phase**

This phase takes the preliminary concept presented by the Sponsor to a complete set of contract documents, technical specifications, and engineering plans that can be bid and constructed.

**2.1 Assemble Aerial Imagery and Review Past Design Information.** This work includes assembling updated aerial imagery for the project. This task also includes analyzing and reviewing past designs that affect the proposed construction, and assimilating past design information into the project plan set.

**2.2 Analyze Crack Seal Requirements.** This task includes measuring the cracks in the project area and determining an appropriate crack seal method for the crack sizes.

**2.3 Prepare Seal Coat Design.** This task includes analyzing the condition of the pavement and designing and specifying an appropriate seal coat mix.

**2.4 Design East Apron Layout.** This task includes incorporating the concept suggestions garnered from the FBO and sponsor into an apron layout that meets FAA design guidelines including wingtip clearance requirements, tiedown anchor layout, and jet parking positions. Aircraft tiedown anchors and chains will be included in project plan set utilizing standard FAA requirements.

**2.5 Design Security Fencing and Gates.** This task includes designing the security fence and gate including the connections to the existing fence.

**2.6 Design Paint Markings.** This task includes designing the paint marking and layout for the reconfigured apron. This task also includes analyzing and converting the paint marking plans from previous designs to depict the repainting of the existing markings after the seal coat is complete, as well as the paint removal that is necessary for the reconfigured apron.

**2.7 Create Project Phasing Concept.** This task includes analyzing and creating the phasing concept for the project, to allow construction of the project in a safe and efficient manner, reducing the interruption of service to the airport in the project areas.

**2.8 Prepare Contract Documents.** This task will include preparing the Contract Documents including the invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule.

**2.9 Construction Safety and Phasing Plan (CSPP).** This task includes development of a phasing plan for the project and completing the associated plan sheets. This task also includes preparing, compiling and submitting the required CSPP document and associated 7460 form to FAA for review and approval.

**2.10 Prepare Plans.** The following is a list of anticipated construction drawings for the project. Additional drawings may be added during the design phase if required:

- ➔ **Cover Sheet (1 Sheet)** – Project title, project/grant numbers, funding agencies, index of drawings, and summary of approximate quantities.
- ➔ **Index and Quantity Sheet (1 Sheet)** – Depicts survey control for the project.
- ➔ **Survey Control Plan (1 Sheet)** – Depicts survey control for the project.
- ➔ **Construction Safety Plan (2 Sheet)** – Identifies the safety procedures for the project.
- ➔ **Construction Phasing Plan (4 Sheets)** – Identifies to the contractor the phasing requirements and operating procedures for the project.
- ➔ **Paint Removal Plan (1 Sheet)** – Depicts the paint marking that must be removed as part of this project.

- **Geometric Layout Plan (3 Sheets)** – Depicts the geometry for the crack seal limits, aircraft apron tiedowns, and seal coat limits.
- **Geometric Details (1 Sheet)** – Depicts the details for items called for on the Geometric Layout Sheets.
- **Paint Marking Layout Plan (6 Sheets)** – Depicts the paint marking plan for the project.
- **Paint Marking Details (1 Sheet)** – Depicts the details of the markings called for on the Paint Marking Plan Sheets.
- **Fencing Layout Plan (1 Sheet)** – Depicts the layout of the security fence and gates for the project.
- **Fencing Details (2 Sheets)** – Depicts the details for the fence items called for on the Fencing Layout Plan.

**PLAN SET TOTALING 24 SHEETS**

**2.11 Prepare Technical Specifications.** This task includes assembling the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible; with the guidance from the current edition of the *FAA Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports* and any relevant Northwest Mountain Region “Notices” will be followed. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized will include, but not be limited to, the following:

- GP-105            Mobilization
- Item P-608        Fog Seal
- Item P-620        Runway and Taxiway Painting
- Item F-162        Chain-Link Fence

The added specifications will include, but not be limited to, the following items:

- Item P-601        Crack Sealing
- Item P-640        Aircraft Tiedown Anchors

**2.12 Prepare Special Provisions.** This task includes preparing the Special Provisions to address, or expound on, conditions that require additional clarification. They will include, but are not be limited to, the following:

- Description of Work
- Haul Roads/Project Access
- Airport Security
- Work Schedule
- Pre-Construction Conference
- Sequencing of the Work
- Closure of AOA’s
- Accident Prevention
- Guarantees/Insurance/Taxes/Permits
- Contracts/Subcontracts
- Additional DBE Information
- Liquidated Damages
- Safety Standards and Impacts
- Project Closeout Forms

**2.13 Calculate Estimated Quantities.** This task includes calculating all necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

**2.14 Prepare Estimate of Probable Construction Cost.** Using the final quantities calculated following the completion of the plans and specifications, Jviation will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

**2.15 Prepare Design Engineer's Report and Modification of Standards.** During the preparation of the preliminary plans and specifications, a design report will be prepared according to the current FAA Northwest Mountain Region Design Report guidelines. The report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding and construction. Modifications to the FAA standards, as necessary, for the project will be compiled and presented to the FAA and Sponsor early on in the design process and included in the design report. The design report will also contain any alternative design concepts that were investigated and evaluated.

**2.16 Update Sign and Marking Plan.** This task includes updating and submitting to the Sponsor the airport's Sign and Marking Plan.

**2.17 Plan Review at 90% Complete.** Jviation will submit a set of Construction Drawings, Specifications and Contract Documents to the Sponsor for their review. The project will be reviewed with FAA to obtain their concurrence with the design.

**2.18 In-House Quality Control.** Jviation has an established quality control program that will provide both experienced and thorough reviews of all project submittals, and will also provide engineering guidance to the design team throughout design development from an experienced senior-level Professional Engineer.

Prior to each review set of Construction Drawings, Specifications and Contract Documents being submitted to the Sponsor and FAA, a thorough in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Drawings, Specifications and Contract Documents being submitted, by a licensed Professional Engineer, other than the Engineer whom performed the design of the project, comments offered by the Engineer that performed the review and revisions to the Construction Drawings, Specifications and Contract Documents accordingly.

In addition to the 90% reviews of all plans, specifications, and engineer's reports, the Jviation in-house quality control program also provides engineering guidance to the design team throughout the project design in attempt to steer the project in a manner that provides the best sound engineering judgment.

**2.19 Prepare and Submit Final Plans and Specifications.** A final set of Construction Drawings (11" x 17"), Technical Specifications and Contract Documents will be prepared and submitted to the Sponsor and FAA. These documents shall incorporate all revisions, modifications and corrections determined during the Sponsor and FAA final review.

### **3.0 Bidding Phase**

This phase takes the completed design package through the bidding process and results in a contract award to the most competitive bidder.

**3.1 Advertise for Bids.** Jviation will advertise the bid and compile the plan holder's list.

**3.2 Prepare/Conduct Pre-Bid Meeting.** Jviation will conduct the pre-bid meeting and pre-bid site visit in concert with the Sponsor.

**3.3 Prepare Addenda.** Any necessary addenda will be issued to clarify and modify the project as required, based on questions or comments that may arise from potential contractors during the bidding process.

**3.4 Consult with Prospective Bidders.** During the bidding process, Jviation will be available, if needed, to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project.

**3.5 Attend Bid Opening.** Jviation will attend the bid opening and be available to assist the sponsor and provide clarifications. The Sponsor will run the bid opening.

**3.6 Review Bid Proposals.** Upon the opening of submitted bid proposals by the Sponsor, Jviation will review all the bid proposals submitted. An analysis of the bid prices and contractor's qualification for the work will be completed and tabulated.

**3.7 Prepare Recommendation of Award.** Jviation will prepare a draft Recommendation of Award for the Sponsor to accept or reject the bids, as submitted. If rejection is recommended, Jviation will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

## **PART B - SPECIAL SERVICES**

**Part B - Special Services** will consist of the construction administration phase, pre-construction coordination phase, on-site construction coordination phase, and post-construction/project close out phase. Also included are direct subcontract costs, such as quality assurance testing during construction.

### **4.0 Construction Administration Phase**

This phase provides office support for all other construction phases.

**4.1 Prepare Construction Contract and Documents.** This item accounts for the efforts during and immediately prior to project construction. In agreement with FAA, Jviation will prepare the Notice of Award, Notice to Proceed and Contract Agreements for the Sponsor's approval and signatures. Appropriate copies will be submitted to the successful contractor(s) for their signatures. Jviation will make five copies of the plans and specifications for the contractor's use during construction.

**4.2 Office Assistance.** Office engineering staff, CAD personnel, and clerical staff will be required to assist the Resident Engineer(s) as necessary during construction. Specific items to be accomplished include compiling and sending additional information requested from the office to the project site, providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary (field files are mirrored in the office for continuity) and various other items necessary in the day-to-day operations.

**4.3 Request for Reimbursement.** This task consists of preparing the periodic cost estimates during construction and FAA Requests for Reimbursement (RFR) of funds. A request for reimbursement will be submitted to the Sponsor for review and approval prior to Jviation requesting reimbursement from the appropriate agency. Jviation will prepare all of the paperwork associated with the RFR for the Sponsor's approval.

**4.4 Weekly/Monthly Reports.** The Project Manager will review progress reports weekly and monthly. Clerical staff will help prepare them for submission to the FAA.

**4.5 Change Orders/Supplemental Agreement.** Clerical and drafting personnel will assist with change orders and supplemental agreements as necessary.

**4.6 Record Drawings.** All drafting for the final record drawings will be prepared by the office drafting personnel. One set of 11"x17" drawings (hard copy and electronic) will be submitted to the Sponsor. One set of 11"x17" black-line drawings and one electronic copy (in acceptable format) of the documents will be provided to the FAA.

**4.7 Final Construction Report.** Clerical will complete final construction report. Clerical will prepare the required project closeout statements. Two copies of the construction report, prepared according to the current FAA final report guidance, will be submitted to the Sponsor and one copy submitted to FAA.

#### **5.0 Pre-Construction Coordination Phase**

This phase consists of preparation and coordination with the Contractor and results in a project that can move forward from notice to proceed to completion without unforeseen delays.

**5.1 Prepare Project Files.** This task is to assure the construction contracts are in order, the bonds have been completed, and the contractor has been provided with adequate copies of the Construction Drawings, Specifications and Contract Documents, which will be updated to include all addenda items issued during bidding. Clerical will prepare the quantity sheet, testing sheets, construction report format, etc.

**5.2 Prepare/Conduct Pre-Construction Meeting.** This task is to assure the pre-construction meeting has been scheduled and all necessary parties have been informed. Jviation will prepare and agenda and conduct a pre-construction meeting to review requirements prior to commencing construction.

**5.3 Material Submittal Review.** This task will consist of reviewing and approving the shop drawings and material submittal data received from the contractor. Submittals will be reviewed and approved by the Project Manager to ensure compliance with project specifications.

**5.4 Review Contractor's Safety Plan Compliance Document.** This task includes the review and to comment on the contractor's Safety Plan Compliance Document (SPCD) as required per *FAA Advisory Circular (AC) 150/5370-2, Operation Safety on Airports during Construction*. Jviation will review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2F and the Contract's Construction Safety and Phasing Plan (CSPP). The bid documents will address the requirement for the contractor to submit a SPCD. The intent of the SPCD is to detail how the contractor will comply with the CSPP. Following award of the project to the successful contractor and prior to the issuance of the Notice to Proceed, Jviation will review the SPCD and provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the contractor to address any missing information.

#### **6.0 On-Site Construction Coordination Phase**

This phase will consist of providing a Project Manager on an as-needed basis, and one full-time on-site Construction Manager, supported by a Field Engineer on an as-needed basis. It will be the responsibility of the Project Manager to facilitate sufficient on-site construction coordination to monitor that the project is completed according to good construction practice and is consistent with FAA requirements. The construction contract is **17 working days**. Vehicle usage, mileage, etc. are in addition to the engineering hours expended.

**6.1 Field Inspection/Coordination.** The Project Manager will make on-site visits, as required, to deal with construction issues as necessary for the duration of the project. As of now, it is estimated that the Project Manager will be required to make a maximum of (4) site visits to the project.

**6.2 Resident Engineering.** The Construction Manager will work approximately 8 hours per day. It is assumed that the Construction Manager will be able to complete all daily project documentation in the course of a shift and that total inspection on-site time is anticipated to be **17 working days**.

**6.3 Review Construction Submittals.** This task will consist of reviewing and approving the shop drawings and material submittal data received from the contractor. Engineering field personnel will also review copies of the contractor's survey data and other construction items for general compliance with the construction documents.

**6.4 Review Contractor Payroll Forms.** Engineering field personnel will be required to conduct employee interviews and review Contractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls will be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of RFR processing as appropriate.

**6.5 Calculate Construction Quantities.** Engineering field personnel will maintain record of the progress and will review the quantity records with the contractor on a periodic basis.

**6.6 Periodic Cost Estimates.** Engineering field personnel will prepare the periodic cost estimates and review the quantities with the contractor. The Engineer, Sponsor, and contractor will resolve discrepancies or disagreements with the contractor's records. The Engineer will then submit the period cost estimate to the Sponsor and FAA for payment and reimbursement.

**6.7 Prepare Daily Reports.** Engineering field personnel will maintain daily logs of the construction activities for the duration of time on site.

**6.8 Prepare/Submit Weekly Reports.** Engineering field personnel will prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office.

**6.9 Review QC/QA Results Provided by Contractor.** Engineering field personnel will review and coordinate revisions by the contractor for quality control and the acceptance testing firm submittals performed as part of the acceptance testing required by FAA Standard Specifications. This will occur on a weekly basis and at project completion prior to submittal to the FAA.

#### **7.0 Post Construction Coordination Phase**

This phase closes out the project, provides all required documentation to funding agencies, and results in a quality finished product for the Sponsor.

**7.1 Conduct Final Inspection.** Jviation, along with the Sponsor and FAA (if available), will conduct the final inspection. All acceptance test summaries must be accepted by FAA prior to final inspection.

**7.2 Prepare Clean-up Item List.** Jviation will assure the contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

**7.3 Submit Security Fencing in Airport GIS Format.** This task includes the work necessary to submit the new security fencing alignment to the Airport in the format required by the Airport GIS (AGIS) system for inclusion in a future AGIS project.

**7.4 Prepare Engineering Record Drawings.** Jviation will prepare the record drawings indicating modifications made during construction.

**7.5 Prepare Final Construction Report.** Jviation will prepare the final construction report. The actual clerical work involved on this item is covered under the Construction Administration Phase of the project.

**7.6 Update and Modify Airport Layout Plan (ALP).** Jviation will review and update the ALP to reflect the work completed at the airport during this project. This item will include submitting the updated ALP to the FAA.

**7.7 Summarize Project Costs.** Jviation will obtain documentation of administrative expenses, engineering fees and costs, surveying costs, testing costs, and construction costs associated with project and assemble a total project summary. The summary will be compared with available funding.

**7.8 Assist with Project Audit.** When requested by the Sponsor or FAA, Jviation will assist with any project audit. Jviation will provide files requested that are pertinent to the project cost and completion.

AIRPORT: St. George Regional Airport  
 LOCATION: St. George, Utah  
 PROJECT NUMBER: 3-49-00160-026-2016  
 DATE: 4/19/2016

PROJECT DESCRIPTION: Apron Pavement Preservation, Aircraft Tie-down Anchors, and Security Fencing

PART A - BASIC SERVICES (Lump Sum)		Total Cost	Negotiated Fee
1.0	Preliminary Design Phase	\$ 18,313.00	\$ -
2.0	Design Phase	\$ 40,473.00	\$ -
3.0	Bidding Phase	\$ 4,641.00	\$ -
EX	Reimbursable Costs During Design	\$ 81.00	\$ -
SUB-TOTAL PART A BASIC SERVICES		\$ 63,508.00	\$ -
PART B - SPECIAL SERVICES (Cost Plus Fixed Fee)			
		Overhead (% of Direct Labor Cost)	Fixed Fee (% of Total Labor Cost)
		193.27%	15.00%
4.0	Construction Administration Phase	\$ 1,013.00	\$ 1,957.83
5.0	Pre-Construction Coordination Phase	\$ 669.00	\$ 1,961.98
6.0	On-Site Construction Coordination Phase (17 Working Days)	\$ 6,342.00	\$ 18,599.18
7.0	Post Construction Coordination Phase	\$ 2,099.00	\$ 4,056.74
EX	Reimbursable Costs During Construction	\$ 1,497.80	\$ -
SUB-TOTAL PART B SPECIAL SERVICES		\$ 11,620.80	\$ 20,687.72
TOTAL ENGINEERING FEES		\$ 99,146.00	\$ -

**PART A - BASIC SERVICES**

Item No.	Principal	Project Manager I	Project Manager	Engineer	Environmental / Planner	CADD Technician	Project Coordinator / Admin Support	Total Hours	Cost	Summary
<b>1.0 Preliminary Design Phase</b>										
1.1	\$235.00	\$150.00	\$135.00	\$135.00	\$120.00	\$75.00	\$63.00	12	\$	1,620.00
1.2		2	16				8	30	\$	3,904.00
1.3				12		8		22	\$	2,490.00
1.4						4		16	\$	1,920.00
1.5							2	2	\$	270.00
1.6				2	4			8	\$	900.00
1.7					24			34	\$	4,240.00
1.8							8	12	\$	1,044.00
1.9					15			16	\$	1,935.00
	<b>Summary Costs</b>	<b>\$940.00</b>	<b>\$7,965.00</b>	<b>\$1,890.00</b>	<b>\$5,160.00</b>	<b>\$1,050.00</b>	<b>\$1,000.00</b>	<b>152</b>	<b>\$</b>	<b>18,313.00</b>
										<b>Total Preliminary Design Phase \$ 18,313.00</b>

Item No.	Principal	Project Manager I	Project Manager	Engineer	Environmental / Planner	CADD Technician	Project Coordinator / Admin Support	Total Hours	Cost	Summary
<b>2.0 Design Phase</b>										
2.1	\$235.00	\$150.00	\$135.00	\$135.00	\$120.00	\$75.00	\$63.00	36	\$	3,900.00
2.2				8		16		10	\$	1,350.00
2.3								8	\$	1,080.00
2.4				18	6	20		64	\$	7,110.00
2.5						8		17	\$	1,815.00
2.6				8		16		36	\$	3,900.00
2.7				8		8		24	\$	2,160.00
2.8				8			6	21	\$	2,418.00
2.9				8		40		64	\$	6,340.00
2.10				8			4	16	\$	1,872.00
2.11				2				2	\$	270.00
2.12				1				3	\$	405.00
2.13				2				4	\$	540.00
2.14				8				14	\$	1,890.00
2.15				1		4		5	\$	630.00
2.16				4				4	\$	600.00
2.17				4				8	\$	840.00
2.18				4				4	\$	600.00
2.19				4				4	\$	600.00
	<b>Summary Costs</b>	<b>\$2,100.00</b>	<b>\$12,015.00</b>	<b>\$15,930.00</b>	<b>\$720.00</b>	<b>\$8,700.00</b>	<b>\$1,008.00</b>	<b>359</b>	<b>\$</b>	<b>40,473.00</b>
										<b>Total Design Phase \$ 40,473.00</b>

Item No.	Principal	Project Manager I	Project Manager	Engineer	Environmental / Planner	CADD Technician	Project Coordinator / Admin Support	Total Hours	Cost	Summary
<b>3.0 Bidding Phase</b>										
3.1	\$235.00	\$150.00	\$135.00	\$135.00	\$120.00	\$75.00	\$63.00	6	\$	522.00
3.2				4				4	\$	540.00
3.3				8		2		15	\$	1,833.00
3.4				8				8	\$	1,080.00
3.5				1				1	\$	135.00
3.6				2				3	\$	333.00
3.7				1				2	\$	198.00
	<b>Summary Costs</b>	<b>\$0.00</b>	<b>\$3,510.00</b>	<b>\$540.00</b>	<b>\$0.00</b>	<b>\$150.00</b>	<b>\$441.00</b>	<b>39</b>	<b>\$</b>	<b>4,641.00</b>
										<b>Total Bidding Phase \$ 4,641.00</b>
<b>EX Reimbursable Costs During Design</b>										
Mileage	Preliminary Design	Design	Bidding					Total Hours	Rate	Cost Summary
Miscellaneous	60 AH	90 AH	0 NH					150 AH	\$ 0.54	\$ 81.00
										<b>Total Part A Reimbursables \$ 81.00</b>

**TOTAL PART A - BASIC SERVICES \$63,508.00**

**PART B - SPECIAL SERVICES**

Item No.	Project Manager 1	Project Manager	Construction Manager	Surveyor / Field Engineer	CADD Technician	Project Coordinator	Administrative Support	Total Hours	Cost	Summary
<b>4.0 Construction Administration Phase</b>										
4.1 Prepare Construction Contract and Documents	\$45.00	\$41.00	\$41.00	\$24.00	\$23.00	\$19.00	\$19.00	4	\$	120.00
4.2 Office Assistance		2					4	4	\$	76.00
4.3 Request for Reimbursement		2					4	14	\$	310.00
4.4 Weekly/Monthly Reports		4					4	8	\$	240.00
4.5 Change Orders/Supplemental Agreements		4			2		1	6	\$	210.00
4.6 Record Drawings							2	1	\$	19.00
4.7 Final Construction Report							2	2	\$	38.00
<b>Estimated Total Man-hours</b>	0	12	0	0	2	18	7	39	\$	1,013.00
<b>Summary Costs</b>	\$0.00	\$492.00	\$0.00	\$0.00	\$46.00	\$342.00	\$133.00		\$	1,013.00
<b>Total Construction Administration Phase \$ 1,013.00</b>										

Item No.	Project Manager 1	Project Manager	Construction Manager	Surveyor / Field Engineer	CADD Technician	Project Coordinator	Administrative Support	Total Hours	Cost	Summary
<b>5.0 Pre-Construction Coordination Phase</b>										
5.1 Prepare Projects Files	\$45.00	\$41.00	\$41.00	\$24.00	\$23.00	\$19.00	\$19.00	6	\$	158.00
5.2 Prepare / Conduct Pre-Construction Meeting		3	2				1	6	\$	224.00
5.3 Material Submittal Review			6					6	\$	246.00
5.4 Review Contractor's Safety Plan Compliance Document		1						1	\$	41.00
<b>Estimated Total Man-hours</b>	0	6	8	0	0	5	0	19	\$	669.00
<b>Summary Costs</b>	\$0.00	\$246.00	\$328.00	\$0.00	\$0.00	\$95.00	\$0.00		\$	669.00
<b>Total Pre-Construction Coordination Phase \$ 669.00</b>										

Item No.	Project Manager 1	Project Manager	Construction Manager	Surveyor / Field Engineer	CADD Technician	Project Coordinator	Administrative Support	Total Hours	Cost	Summary
<b>6.0 On-Site Construction Coordination Phase (17 Working Days)</b>										
6.1 Field Inspection/Coordination	\$45.00	\$41.00	\$41.00	\$24.00	\$23.00	\$19.00	\$19.00	10	\$	410.00
6.2 Resident Engineering		10	85	8				93	\$	3,677.00
6.3 Review Construction Submittals			5					5	\$	205.00
6.4 Review Contractor Payroll Forms		4	4					4	\$	164.00
6.5 Calculate Construction Quantities			9					9	\$	360.00
6.6 Periodic Cost Estimates			2					2	\$	82.00
6.7 Prepare Daily Reports			17					17	\$	697.00
6.8 Prepare/Submit Weekly Reports		4	9					13	\$	205.00
6.9 Review QC/QA Results provided by Contractor		14	136	8	0	0	0	158	\$	531.00
<b>Estimated Total Man-hours</b>	0	14	\$5,576.00	\$192.00	\$0.00	\$0.00	\$0.00	158	\$	6,342.00
<b>Summary Costs</b>	\$0.00	\$574.00	\$5,576.00	\$192.00	\$0.00	\$0.00	\$0.00		\$	6,342.00
<b>Total Construction Coordination Phase \$ 6,342.00</b>										

Item No.	Project Manager 1	Project Manager	Construction Manager	Surveyor / Field Engineer	CADD Technician	Project Coordinator	Administrative Support	Total Hours	Cost	Summary
<b>7.0 Post Construction Coordination Phase</b>										
7.1 Conduct Final Inspection	\$45.00	\$41.00	\$41.00	\$24.00	\$23.00	\$19.00	\$19.00	2	\$	82.00
7.2 Prepare Clean-up Item List		2						1	\$	41.00
7.3 Submit Security Fencing in Airport GIS Format		6			4			16	\$	504.00
7.4 Prepare Engineering Record Drawings		1	2		12			15	\$	390.00
7.5 Prepare Final Construction Report		2	4				24	30	\$	702.00
7.6 Update and Modify Airport Layout Plan (ALP)		1			4			6	\$	178.00
7.7 Summarize Project Costs								4	\$	76.00
7.8 Assist with Project Audit		1						5	\$	117.00
<b>Estimated Total Man-hours</b>	3	13	7	0	20	12	24	79	\$	2,099.00
<b>Summary Costs</b>	\$135.00	\$513.00	\$287.00	\$0.00	\$460.00	\$228.00	\$456.00		\$	2,099.00
<b>Total Post Construction Coordination Phase \$ 2,099.00</b>										

Item No.	Construction Administration	Pre-Construction Coordination	On-Site Construction Coordination	Post Construction Coordination	Total Hours	Rate	Cost	Summary
<b>EX Reimbursable Costs During Construction</b>								
Construction Vehicle	0 Days	0 Days	17 Days	0 Days	17 Days	\$	70.00 \$	1,190.00
Mileage	0 Mi	30 MG	510 MG	30 Mi	570 Mi	\$	0.54	307.80
Miscellaneous						\$		
<b>Total Part B Reimbursables \$</b>								<b>1,497.80</b>
<b>TOTAL PART B - SPECIAL SERVICES \$</b>								<b>11,620.80</b>

**DRAFT**Agenda Item Number : **2D****Request For Council Action**

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**Date Submitted** 2016-06-08 10:40:34**Applicant** C. Hood**Quick Title** Split Bid Award**Subject** Annual bid for Asphalt, Concrete Sand and Gravel**Discussion** Bid came in with split results for this annual buy. Blanket P.O.'s will be established with both suppliers to take advantage of the lowest pricing for each product as shown. Having an alternate supplier will benefit the City by having supply on hand when needed from 2 different suppliers.**Cost** \$150,000**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Streets, Water and o**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Bryce Christensen will also be awarded based on the low pricing submittals for additions items they supply which are established as the lowest cost bid items. Bid Summary spreadsheet attached

<b>16-0030 ASPHALT,</b>	<b>CONCRETE,</b>	<b>SAND</b>	<b>&amp; GRAVEL</b>
<u>ITEM/DESCRIPTION</u>	<u>B.Christensen</u>	<u>Sunroc Corp.</u>	<u>Western Rock</u>
Hot Mix, 1/2" (delivered)	No bid	<b>\$56.50</b>	\$57.00
Hot Mix, 1/2" (city hauls)	No Bid	<b>\$50.00</b>	\$51.00
Hot Mix, 3/4" (delivered)	No bid	<b>\$56.50</b>	\$57.00
Hot Mix, 3/4" (city hauls)	No Bid	<b>\$50.00</b>	\$51.00
Cold Mix, 1/2" (delivered)	No bid	<b>\$86.00</b>	<b>\$76.00</b>
Cold Mix, 1/2" (city hauls)	No bid	<b>\$80.00</b>	<b>\$70.00</b>
Cold Mix, 3/4" (delivered)	No bid	<b>\$87.00</b>	<b>\$76.00</b>
Cold Mix, 3/4" (city hauls)	No bid	<b>\$81.00</b>	<b>\$70.00</b>
Summer Concrete (Type V) 6 bag	No Bid	<b>\$94.50</b>	<b>\$92.00</b>
Winter Concrete (Type V) 6 bag	No Bid	<b>\$98.50</b>	<b>\$94.00</b>
Slurry Sand/Concrete (1bag)	No Bid	<b>\$68.50</b>	<b>\$61.00</b>
Slurry Sand #4	No Bid	<b>\$58.00</b>	<b>\$51.00</b>
Concrete High Early Type V (6 bag)	No Bid	<b>\$104.50</b>	<b>\$96.00</b>
Minimum Load Fee	No Bid	<b>\$94.50</b>	<b>\$90.50</b>
<u>ITEM/DESCRIPTION</u>	<u>B.Christensen</u>	<u>Sunroc Corp.</u>	<u>Western Rock</u>
Short Load Fee	No Bid	<b>\$40.00</b>	<b>\$40.00</b>
Washed Rock 1" minus " " Delivered	n/b n/b	<b>\$9.75</b>	\$12.00
Leach Rock 2-3" (delivered)	<b>\$15.00</b>	<b>\$14.50</b>	\$21.00
Leach Rock 2-3" (city hauls)	<b>\$11.00</b>	<b>\$8.25</b>	\$13.00
Rock 4" minus (delivered)		<b>\$15.00</b>	\$21.00
Rock 4" minus (city hauls)		<b>\$8.75</b>	\$15.00
Pit Run 3" minus (delivered)	<b>\$10.00</b>	<b>\$9.25</b>	\$13.00

Pit Run 3" minus (city hauls)	\$6.00	\$5.25	\$7.00	
Concrete Sand (washed) (delivered)	No Bid	\$21.50	\$21.00	
Concrete Sand (washed) (city hauls)	No Bid	\$15.00	\$15.00	
Red Sand (blow sand - delivered)	\$19.00	No bid	\$16.00	
Red Sand (blow sand - city hauls)	\$15.00	No bid	\$10.00	
Road Base 3/4" minus (delivered)	\$10.50	\$14.00	\$12.85	
Road Base 3/4" minus (city hauls)	\$6.50	\$7.00	\$6.85	
Large Rock 6-24" (delivered)	\$29.00	\$20.00	\$35.00	
Large Rock 6-24" (city hauls)	\$24.00	\$13.00	\$25.00	
<b>Yearly Usage Estimate</b>	<b>\$200,000.00</b>			
<b># of Low Bids:</b>	<b>2 items</b>	<b>15 items</b>	<b>15 items</b>	
<b>Bid Results #13-0034</b>		<b>#2 Secondary</b>	<b>#1 Primary</b>	

**Additional items**

Reject Sand (City Hauled) TON	\$5.50	\$4.75	\$4.50
Reject Sand (Delivered) TON	\$9.50	\$11.75	\$10.00
Red Cinders	\$11.00/\$15.00	\$27.00	
Black Cinders	\$6.00/\$10.00	\$27.00	
Cyclone Sand TON	\$11.00/\$15.00	\$6.50	

**DRAFT**

Agenda Item Number : **3A**

### Request For Council Action

**Date Submitted** 2016-06-09 07:40:01

**Applicant** Ross Glauser - Ried Pope, L&R Pope Engineering

**Quick Title** Public Hearing/Ordinance - Final Plat Amendment

**Subject** Consider amending the Final Subdivision Plat of Shadow Mountain Townhomes Amended, to be known as Shadow Mountain Townhomes 2nd Amended

**Discussion** The purpose of the Final Subdivision Plat Amendment is to adjust the private building codes & 29 two feet northerly to maintain the building code with the existing building code with the existing building code.

**Cost** \$0.

**City Manager Recommendation** Adjust building codes and pads have been built to building codes.

**Action Taken**

**Requested by** Todd Jacobsen

**File Attachments** [Shadow Mountain Townhomes 2nd Amended.pdf](#)

*Removed from agenda*

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments** Planning Commission recommends approval from the May 24, 2016 meeting.

**Attachments** [Shadow Mountain Townhomes 2nd Amended.pdf](#)

# ITEM 4D

## Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 05/24/2016

AMENDING A FINAL SUBDIVISION PLAT  
**Shadow Mountain Townhomes 2<sup>nd</sup> Amended**  
Case No. 2016-FPA-037

**Request:** Consider Amending a Residential Final Subdivision Plat

**Representative:** Ried Pope, L.R. Pope Engineering  
1240 East 100 South #15-B  
St. George, UT 84790

**Property:** Located at 1210 West Indian Hills Drive

**Zone:** PD-R

**Staff Comments:** The purpose of this Final Subdivision Plat Amendment is to adjust the private building pads or units to match the homes that were built on the ground. Several of the units have been adjusted. No other changes were made or intended.

All aspects of this Final Subdivision Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

This Final Subdivision Plat Amendment is ready for Planning Commission's consideration for approval.

**Recommendation:** Recommend APPROVAL to City Council of this Final Subdivision Plat Amendment for Shadow Mountain Townhomes 2<sup>nd</sup> Amended



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

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

**AN ORDINANCE AMENDING  
'SHADOW MOUNTAIN TOWNHOMES AMENDED'  
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH  
(Shadow Mountain Townhomes Second Amended)**

**WHEREAS**, the City of St. George City Council approved the final plat SHADOW MOUNTAIN TOWNHOMES AMENDED on August 19, 2010, which was recorded in the Washington County Recorder's Office as document number 20100031865; and

**WHEREAS**, the owner of the real property, Units 28 and 29 within SHADOW MOUNTAIN TOWNHOMES AMENDED has petitioned the City of St. George City Council to amend SHADOW MOUNTAIN TOWNHOMES AMENDED, by adjusting said Units northerly to maintain the required building separation per building code with the existing homes that have been previously built; and

**WHEREAS**, the City Council has determined that amending SHADOW MOUNTAIN TOWNHOMES AMENDED is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

**NOW, THEREFORE, BE IT ORDAINED**, by the City of St. George City Council that SHADOW MOUNTAIN TOWNHOMES AMENDED is hereby amended by adjusting Units 28 and 29 northerly to maintain the required building separation per building code with the existing homes that have been previously built.

This Ordinance shall take effect immediately on the date executed below, and in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jonathan T. Pike, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria H. Hales, Assistant City Attorney

**DRAFT**Agenda Item Number : **3B****Request For Council Action**

**Date Submitted** 2016-06-07 16:06:54

**Applicant** City of St. George

**Quick Title** Public Hearing for FY2016-17 Budget and Unbilled Utility Service

**Subject** Public Hearing to receive public input before formally adopting the FY2016-17 budget and also to take comments from utility customers regarding unbilled water and electric utility services to other City funds.

**Discussion** State Law requires the City to take public input in at least one public hearing regarding the proposed budget and also concerning the amount of water and electric utility services provided, yet not billed, to other City-owned facilities such as parks, right of way, water pumps and wells, etc. This is the second public hearing for the budget which must be adopted by June 22 by State Law. The unbilled utility service notice was printed on the back of the bills mailed and emailed to all utility customers during May. Attached is an example of the notice. Not billing for some inter-department services is a common practice for municipalities and the notice informs the citizens as to the amounts included in the annual budget. The net effect on the average monthly bill is \$1.23 per customer for this current year. Last year was \$1.54 and next fiscal year is anticipated to increase to \$1.68 (mostly for electricity supplied to the water dept.)

**Cost** \$0.00

**City Manager Recommendation** I believe with the adjustments discussed in the work meeting on June 9th the budget should be go to go. I feel confident that it will meet the needs and be conservative in its approach.

**Action Taken**

**Requested by** Deanna Brklacich

**File Attachments** [FY16 Unbilled Utility Services Notice \(FINAL\).pdf](#)

**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [FY16 Unbilled Utility Services Notice \(FINAL\).pdf](#)

**CITY OF ST. GEORGE**  
**FISCAL YEAR BUDGET 2016-17**  
**Additional Recommendations for the Final Budget**

REQUESTING DEPT.	PROJECT DESCRIPTION	AMOUNT
<u>Recommended from General Fund:</u>		
1. Fire	Advanced EMT Equipment	76,242
2. Parks Planning	Professional & Tech. Services	15,000
3. Police	Additional Lieutenant to improve Patrol/Watch Commander oversight	65,000
4. Legal	Ordinance consultant	50,000
5. Mayor & City Council	City Branding	50,000
6. All Applicable Depts.	Part-Time Wage Increase 4% + Load at 9.85% (7.65% FICA + 2.2% WC/LTD)	181,325
7. Parks Planning	Carryforward Pedestrian/Bicycle Trail Wayfinding Signs Contrib. from So.West Public Health	9,000
8. Development Services	Carryforward of Remodeling Counter Area	63,200
Total Funded by General Fund		<u>509,767</u>
<u>Recommended Transfers from General Capital Project Fund (CPF) to General Fund:</u>		
9. Parks	Hidden Valley Park Court Replacement (tennis and basketball courts)	317,000
10. Parks	Sandtown Park Playground Replacement	150,000
Total Funded by Transfers from CPF to General Fund		<u>467,000</u>
<u>Recommended Transfers from Economic Development Fund to General Fund:</u>		
11. Golf	Red Hills Clubhouse	<u>400,000</u>
<b>TOTAL INCREASES TO GENERAL FUND BUDGET</b>		<b><u>1,376,767</u></b>
<u>Non-General Fund Items:</u>		
12. RAP Tax Fund	Sunbowl Improvements (Corrals \$113,000 + Portable Restrooms and Other Improv.)	300,000
13. RAP Tax Fund	Mountain Bike Skills Park - Design & Engineering Fees	50,000
14. RAP Tax Fund	Tonaquint Regional Park - Design & Engineering Fees	242,115
15. RAP Tax Fund/CPF	Worthen Park Phase 1 (\$600,000 RAP Tax + \$400,000 Capital Projects Fund)	1,000,000
16. Capital Projects Fund (CPF)	All Abilities Park	(1) 600,000
17. Capital Projects Fund (CPF)	Elks Field Relocation at Bloomington Park	(1) 330,831
18. Park Impact Fund	Seegmiller Historic Farm	(2) 150,000
19. Park Impact Fund	River Road/Brigham Road Detention Basin Park	(2) 7,400
20. Park Impact Fund	Mall Drive Bridge Trail Connection	(2) 18,000
21. Park Impact Fund	3000 E/Banded Hills Dr Trail & Trail Underpass	(2) 282,000
22. Enterprise Funds	Part-Time Wage Increase 4% + Load at 9.85% (7.65% FICA + 2.2% WC/LTD)	4,835
<b>TOTAL INCREASES TO NON-GENERAL FUND BUDGETS</b>		<b><u>2,985,181</u></b>
<b>TOTAL BUDGET INCREASE OVER ALL FUNDS</b>		<b><u>4,361,948</u></b>

**NOTES:**

(1) Project approved and funded in FY2016. \$0 included in FY2017 Recommended budget as completion was planned in FY2016. This amount subsequently requested by department to rollover to FY2017 with a corresponding reduction in FY2016's Estimated Expense. No change in the combined total over the multi-year project.

(2) Project approved and funded in FY2016. Carryover funding also included in FY2017 budget. This amount subsequently requested by department as an increase in the rollover to FY2017, with a corresponding reduction in FY2016's Estimated Expense. No change in the combined total over the multi-year project.



## PUBLIC NOTICE TO CITY OF ST. GEORGE UTILITY CUSTOMERS

**Purpose:** The City of St. George will hold a public hearing to review and take public comment regarding the proposed Fiscal Year 2016-2017 budget and non-reciprocal transfers for unbilled utility services from the Electric and Water Funds to other City Funds.

**Public Hearing:** Thursday, June 16, 2016 at 5:30 pm, St. George City Hall, 175 East 200 North

The City of St. George has funds that operate as business-type funds, providing water and energy services to customers and charging fees based upon consumption. The customers of these services are the residents and businesses within City limits and utility rates are established by the St. George City Council. Most city-owned facilities are charged for these services but some services are provided to other City funds, such as the General Fund and the Water Fund, without charge.

For the current fiscal year ending June 30, 2016, the total amount of unbilled services is estimated to be approximately \$460,000 for water and \$990,000 for electricity. Of the unbilled water, 87% is for city parks, right-of-ways, and landscape strips. Of the unbilled electricity, 91% is to provide power to city wells and pump stations used by the water department to distribute water to customers. The costs indicated in this notice are already included in the rates utility customers are currently paying. For the current year, we estimate that each customer is billed an average of \$1.23 per month for these costs.

This is a common practice for municipalities and in 2014, a State law was passed requiring municipalities to inform its utility customers of this procedure. This notice explains there are certain unpaid services and informs City of St. George utility customers of a public hearing to take input on this practice. This notice is for informational purposes only and this practice of unbilled utility services does not result in a proposed increase in the water or electric rates. However, due to rate increases from the City's wholesale water provider, the 2016-2017 budget includes a proposed pass-through water rate increase estimated at 4-5% for the average residential customer and up to 19% for larger water users.

You may contact the following individuals should you have additional questions regarding this notice:

Tiffany LaJoice, Finance Manager	435-627-4702 or <a href="mailto:tiffany.lajoice@sgcity.org">tiffany.lajoice@sgcity.org</a>
Scott Taylor, Water Services Director	435-627-4850 or <a href="mailto:scott.taylor@sgcity.org">scott.taylor@sgcity.org</a>
Laurie Mangum, Energy Services Director	435-627-4840 or <a href="mailto:laurie.mangum@sgcity.org">laurie.mangum@sgcity.org</a>
Deanna Brklacich, Administrative Services Director	435-627-4004 or <a href="mailto:deanna.brklacich@sgcity.org">deanna.brklacich@sgcity.org</a>

**DRAFT**

Agenda Item Number : **3C**

## Request For Council Action

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**Date Submitted** 2016-06-07 16:15:27

**Applicant** City of St. George

**Quick Title** Public Hearing to Approve Amendments to FY2015-16 Budget

**Subject** Public Hearing to accompany the Resolution to Approved Amendments to the Fiscal Year 2015-16 budget.

**Discussion**

**Cost** \$0.00

**City Manager Recommendation** Required public hearing to amend the current 2015-2016 fiscal budget.

**Action Taken**

**Requested by** Deanna Brklacich

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**



**GENERAL FUND ADJUSTMENTS**

1	10-4211-7400	Police Dept. - Equipment	74,825	
	10-4810-9100	Debt Service & Transfers - Transfers to Other Funds		74,825
	40-38200	Capital Projects Fund - Transfers from Other Funds	74,825	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		74,825
To increase budget to acquire body armor and accessories to protect officers who respond to incidents involving in progress shootings and high risk encounters.				
2	10-4110-3100	Mayor & City Council - Professional & Tech. Services	8,000	
	10-4810-9100	Debt Service & Transfers - Transfers to Other Funds		8,000
	40-38200	Capital Projects Fund - Transfers from Other Funds	8,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		8,000
To budget for a study of the Sand Hollow Aquatic Center dome fabric.				
3	10-4511-7400	Parks Planning & Design - Equipment	19,000	
	10-38100	Contributions from Others		19,000
To budget for a contribution from the Southwest Public Health Dept. for trail and bicycle wayfinding signs to be purchased and installed by the City.				
4	10-4562-2200	Exhibits & Collections - Ordinances & Publications	8,000	
	10-4562-2700	Exhibits & Collections - Special Dept. Supplies	1,000	
	10-4562-2700	Exhibits & Collections - Improvements	12,000	
	10-33400	State Grant Revenues		17,500
	10-38100	Contributions from Others		3,500
To budget for Art grants received from various State and Other Governmental entities to fund improvements and art exhibits during the current fiscal year.				
5	10-4810-9100	Transfers to Other Funds	2,432,000	
	10-31300	General Sales Tax Revenues		650,000
	10-32210	Building Permits		100,000
	10-34130	Planning Fees		120,000
	10-34770	Tennis Classes, Reservations, & Concessions		15,000
	10-34780	Marathon Revenues		50,000
	10-34810	Cemetery Lot Sales		50,000
	10-34830	Cemetery Burial Fees		30,000
	10-36100	Interest Earnings		15,000
	10-36200	Rents & Royalties		30,000
	10-36400	Sale of Property		50,000
	10-37800	Airport Revenues		100,000
	10-4440-7300	Fleet Management - Improvements		832,000
	10-4220-1310	Fire Dept. Insurance Benefits		200,000
	10-4220-1310	Fire Dept. - Fuel		20,000
	10-4141-7400	Administrative Services - Equipment		30,000
	10-4413-2670	Streets - Fuel		50,000
	10-4413-2722	Streets - Paint Striping		30,000
	10-4510-2670	Parks - Fuel		40,000
	10-4510-7300	Parks - Improvements		20,000
	40-38800	Capital Projects Fund - Appropriated Fund Balance	2,432,000	
	40-38200	Capital Projects Fund - Transfers from Other Funds		2,432,000
To adjust various budgets to anticipated revenues and expenditures by the end of the fiscal year.				



<b>OTHER FUNDS</b>
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6	87-8700-7670 87-8700-7315	Red Hills Pkwy/Red Cliffs Dr. Connection (Mall Drive Underpass) Pavement Management	1,000,000	1,000,000
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To re-allocate budgeted pavement management funding towards phase 1 of the Red Hills Parkway/Red Cliffs Dr. Connection (Mall Drive Underpass) project. Phase 1 includes extending an existing 12-foot drainage culvert under I-15.

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7	77-7700-7300 77-38800	Johnson Dino Track Museum - Improvements Johnson Dino Track Museum - Appropriated Fund Balance	2,000	2,000
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To budget for wall preparation costs to accommodate a wall mural project to be completed by the DinosaurAh!torium Foundation.

**DRAFT**Agenda Item Number : **4B**

## Request For Council Action

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**Date Submitted** 2016-06-13 09:31:39

**Applicant** Robert Stoker

**Quick Title** Ordinance prohibiting fireworks in designated areas of the City

**Subject** This is an ordinance prohibiting fireworks in designated areas of the City. We have had done similar orders in the past several years.

**Discussion** An updated ordinance needs to be approved by the City Council each year. This order will prohibit fireworks in areas of the City that are of extra hazard such as dry washes, hillsides, etc.

**Cost** \$0.00

**City Manager Recommendation**

**Action Taken**

**Requested by** Robert Stoker

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

**CITY OF ST. GEORGE**

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

AN ORDINANCE PROHIBITING THE IGNITION, DETONATION, OR USE OF FIREWORKS OR OTHER IGNITION SOURCES IN DESIGNATED AREAS OF THE CITY.

**WHEREAS**, City of St. George (the “City”) is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law; and

**WHEREAS**, the City has legal authority, pursuant to Title 53, Chapter 7, Utah Code Annotated, as amended (“Utah Fire Prevention and Safety Act” or “Act”), Title 15A, Chapter 5, section 202.5(1)(b), and St. George City Code Title 9, Chapter 9, Section 2, to prohibit the ignition or use of any ignition source, including fireworks, lighters, matches, sky lanterns, and smoking materials in certain areas of the City when hazardous environmental conditions exist; and

**WHEREAS**, the City Fire Chief has determined that hazardous environmental conditions exist that necessitate controlling the use of fireworks and ignition sources due to the extremely dry conditions and the presence of dry weeds and other vegetation which has greatly enhanced the danger of fire and creating a high risk of fire in certain areas of the City; and

**WHEREAS**, the aforementioned hazardous conditions are expected to remain throughout the month of July, including those dates when the discharge and ignition of fireworks is allowed under Utah law; and

**WHEREAS**, the City Council, upon recommendation and information provided by the City Fire Chief has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to prohibit the ignition or use of fireworks or other ignition sources, including lighters, matches, sky lanterns, and smoking materials in certain areas of the City.

**NOW THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF ST. GEORGE, UTAH AS FOLLOWS:**

**SECTION 1. Enactment**

This ordinance is enacted as an addition to city code 5-3-7 and prohibits the ignition or use of fireworks or other ignition sources, including lighters, matches, sky lanterns, and smoking materials from July 1, 2016, to July 27, 2016 as follows:

**B. Sale, Discharge and Possession of Certain Fireworks Restricted:**

3. No person may detonate, ignite, or in any way use Fireworks or other ignition sources, including lighters, matches, sky lanterns, and smoking materials in any portion of

the City designated as restricted as shown on the attached map, which map is made a part of this ordinance by this reference.

- a. The lawful use of legal Fireworks as authorized by Utah law is allowed in areas of the City that are not designated as restricted under this ordinance.
- b. All other City ordinances restricting the discharge, sale, or possession of Fireworks or the use of other ignition sources, including lighters, matches, sky lanterns, and smoking materials not in conflict with this ordinance shall remain in effect.

**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 on the date on which it is approved by the City Council.

Adopted and Approved this \_\_\_ day of June, 2016.

**City of St. George Council**

By: \_\_\_\_\_  
Jonathan T. Pike, Mayor

[Seal]

**Voting:**

Ed Baca	Yea ___	Nay ___
Bette Arial	Yea ___	Nay ___
Joe Bowcutt	Yea ___	Nay ___
Jimmie Hughes	Yea ___	Nay ___
Michele Randall	Yea ___	Nay ___

**Attest:**

By: \_\_\_\_\_  
Annette Hansen, Deputy City Recorder



 Restricted Areas



# Restricted Fireworks Areas 2016

For more information, visit [www.sgcity.org](http://www.sgcity.org)

**DRAFT**Agenda Item Number : **5A****Request For Council Action**

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**Date Submitted** 2016-06-02 08:22:56**Applicant****Quick Title** Resolution Adopting RAP Arts Grant Recommendations**Subject** St. George Arts Commission recommendations for arts related RAP tax grant funding.**Discussion** On May 12, the St. George Arts Commission (SGAC) met and reviewed grant applications from St. George based arts organizations. SGAC members vetted the applications and have determined grant funding recommendations for City Council consideration.**Cost** \$182,000.00**City Manager Recommendation** The Arts Commission has done a great job in determining worthy entities for award of grants funded with RAP taxes. Recommend approval of their recommendation with the understanding that \$25,000 for Tuachan, \$100,000 for Electric Theater operations, \$50,000 reimbursement of grants for the arts from the general fund are included in the \$400,000 annual RAP tax allotment.**Action Taken****Requested by** Gary Sanders**File Attachments** [FY 1617 SGAC RAP Recommendations.xlsx](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [FY 1617 SGAC RAP Recommendations.xlsx](#)

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

**A RESOLUTION ADOPTING RECOMMENDATIONS OF ST. GEORGE ARTS  
COMMISSION FOR DISTRIBUTION OF RAP TAX ARTS FUNDS IN ST. GEORGE  
FOR THE FISCAL YEAR 2016-2017**

- WHEREAS,** Through a ballot opinion question included in the November 4, 2014, general election, the voters of Washington County (“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.;
- WHEREAS,** In the canvas of the general election, the county commission accepted that a majority of the ballots cast were in favor of the imposition of a RAP tax;
- WHEREAS,** The county commission approved the RAP tax, and the tax became operative on April 1, 2015;
- WHEREAS,** Prior to the imposition of the RAP tax, the County and the municipal corporations within its jurisdiction (St. George, Washington, Hurricane, Santa Clara, Ivins, Enterprise, Toquerville, LaVerkin, Springdale, Leeds, Virgin, Rockville, Apple Valley, Hildale, and New Harmony (collectively “Municipalities”)) entered in an Interlocal Agreement regarding the sharing and distribution of potential RAP tax revenue in order to allow voters to make an informed decision regarding the proposed RAP tax, ensure that the distribution of the RAP tax revenue is fair to County residents, and ensure that the Municipalities and the County work together to improve recreation, arts, and parks throughout the County;
- WHEREAS,** On or about June 18, 2015 the County and the Municipalities entered into a First Amended Interlocal Agreement Regarding the Distribution of Rap Tax Revenue in the County to, while maintaining the same distribution formula of the Interlocal Agreement, (1) clarify that the County will seek the advice of an advisory board regarding the distribution of the RAP tax revenue to cultural organizations, but that Municipalities are not obligated to seek advice from the County-appointed advisory board for distribution of RAP tax revenue to cultural organizations; and to (2) clarify that County and Municipalities are allowed to fund ongoing operating expenses for recreational and cultural facilities with RAP tax revenue;
- WHEREAS,** The City of St. George Arts Commission has made recommendations for the distribution of RAP tax funds eligible to be distributed within the City of St. George for the fiscal year 2016-2017;

**NOW, THEREFORE, BE IT RESOLVED** that the City of St. George hereby adopts the recommendations of the St. George Arts Commission per the attached chart marked as **Exhibit "A"** for distribution of RAP tax arts funds for the fiscal year 2016-17, which shall become effective on July 1, 2016.

APPROVED AND ADOPTED this \_\_\_\_ day of June, 2016

\_\_\_\_\_  
Jonathan T. Pike

ATTEST:

\_\_\_\_\_  
Annette Hansen, Deputy City Recorder

## Exhibit "A"

### FY 16/17 - City of St. George - RAP Tax Arts Funding Recommendations - SG Arts Commission

Number	Organization	Request Amount	Recommended Amount	Commission comments
1	Art to Zion	36,900.00	10,000.00	
2	Arts Council of Washington County	7,500.00	1,000.00	Program support - use to present with local arts groups
3	Children's Musical Theater St. George	7,500.00	6,500.00	
4	Cox Performing Arts Center - Celebrity Concert Series	20,000.00	15,000.00	
5	DinosaurAhtorium	5,000.00	3,000.00	
6	Dixie Watercolor Society	21,200.00	9,000.00	Program support
7	DUP - McQuarrie Memorial Museum	5,000.00	4,000.00	
8	Heritage Choir	90,000.00	20,000.00	
9	Lieto Voices	2,500.00	2,500.00	
10	Rebel Jazz Band	11,000.00	2,000.00	One time operations support as noted on last page; based on proof of 501c3 status
11	Sears Art Museum	15,000.00	10,000.00	
12	So. Utah Art Guild	50,000.00	15,000.00	Focus on outreach & marketing; operational & lighting
13	So. Utah Performings Arts Festival	1,000.00	1,000.00	
14	Southwest Symphony Orchestra	55,000.00	22,000.00	
15	St. George Children's Museum	45,000.00	20,000.00	
16	St. George Dance Company	15,000.00	8,000.00	
17	St. George Musical Theater	63,950.00	20,000.00	
18	Stage Door	50,000.00	10,000.00	
19	Zion Music Ensembles	9,345.49	3,000.00	No salary support / events in St. George
	<b>Total</b>	<b>510,895.49</b>	<b>182,000.00</b>	

**DRAFT**

Agenda Item Number : **5B**

## Request For Council Action

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**Date Submitted** 2016-06-06 09:45:00

**Applicant** City of St. George

**Quick Title** Approve Resolution Amending and Adopting Certain Fees

**Subject** Approve resolution amending certain fees for various services and recreational activities.

**Discussion**

**Cost** \$0.00

**City Manager Recommendation** This resolution is necessary to make any fee adjustments as required by resolution.

**Action Taken**

**Requested by** Joe Hood

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

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

**A RESOLUTION AMENDING AND ADOPTING CERTAIN FEES FOR VARIOUS SERVICES AND RECREATIONAL ACTIVITIES**

**WHEREAS**, The City of St. George has adopted fees for various services and recreational activities; and

**WHEREAS**, the City has determined the need to amend the fees to assist in offsetting the cost of the provision of various services and recreational programs provided by the City; and

**WHEREAS**, the City of St. George will be adopting a budget for fiscal year 2016-2017 incorporating the fee changes and which will become effective on July 1, 2016;

**NOW, THEREFORE, BE IT RESOLVED** that the City of St. George hereby amends and adopts the following fees per the attached chart marked as **Exhibit "A"** for the performance of the services and recreational activities enumerated herein which shall become effective on July 1, 2016. All other fees heretofore adopted shall continue as adopted.

APPROVED AND ADOPTED this \_\_\_ day of June, 2016

\_\_\_\_\_  
Jonathan T. Pike

ATTEST:

\_\_\_\_\_  
Annette Hansen, Deputy City Recorder

# Exhibit A

		Current	Proposed
<b>Leisure Services</b>			
<b>Misc Fees:</b>			
	Leisure Services sponsored activity fee		up to \$100.00
<b>Races:</b>			
Registration Fees	St. George 5k	\$28.00	\$30.00
	Road Rage Duathlon	\$35.00	\$40.00
	Shamrock 10k	\$32.00	\$40.00
	Lake to Lake Relay 5-person teams	\$225.00	\$250.00
	Lake to Lake Relay 2-person teams	\$135.00	\$145.00
	Lake to Lake Relay Ultra's	\$65.00	\$75.00
	Midnight 5k	\$28.00	\$35.00
	Save a Sister 10k and 5k	\$25.00	\$30.00
	Snow Canyon 5k	\$28.00	\$30.00
	Uncle Sam 5k	\$25.00	\$30.00
	Add Olympic distance to both the SHAC Tri and Trick or Ti	\$0.00	\$50.00
<b>Art Festival:</b>			
Art Jury Fees	Artist Applications	\$25.00	\$30.00
Booth Fees	Artist Exhibitors	\$160.00	\$175.00
	Food Booths	\$200.00	\$250.00
<b>Recreation Center:</b>			
Admission Fees	Premium Admission (Use of everything including Fitness and Racquetball)	\$3.50	\$4.00
<b>Parks:</b>			
Facility Rental	Seegmiller Barn Reservations	\$120.00	\$240.00
<b>Marathon:</b>			
Registration Fee	Runner entry fees	\$90.00	\$95.00
<b>Recreation:</b>			
Carousel Ticket	Per Rider fee	\$0.50	\$1.00
Train Ticket	Per Rider fee		\$1.00

## Development Services

### Encroachment Fees:

	Current	Proposed
Encroachment Permit - Base Permit Fee	\$50.00	\$0.00
Encroachment Permit - Base Permit Fee in Roadway		\$150.00
Encroachment Permit - Base Permit Fee in Out of Roadway (i.e. Sidewalk, Curbing)		\$75.00
Encroachment Permit - Plus Variable Fee per Square Foot Encroached	\$0.50	
Utility Trench (less than 5 ft)		
Newer than 3 yrs old		\$2.00
Older than 3 yrs		\$1.00
Sidewalk Replacement - per Square Foot		\$0.25
Curb & Gutter Replacement - per Lineal Foot		\$0.25
Lane Closure Fee		
Arterial Road (up to 600 ft) - per lane/block/day		\$200.00
Add Block (per 600 ft) - per lane/block/day		\$150.00
Local (less than 5k ADT) - per lane/block/day		\$100.00
Add Block (per 600 ft) - per lane/block/day		\$50.00
*Non-Notification Fee		x2 Permit Fee
<b>Business License Fees:</b>		
Part Time Employee Fee		\$5 each annually

## Golf Division

Loyalty Program	Annual Membership		
		Single	\$30.00
		Couples	\$50.00

## Leisure Services

### Nature Center:

	Current	Proposed
Field Trips for Schools and Scout tours	NO FEE	
After-School Intermediate Program- On-Site	slide range (\$10, 25, 35)	
After- School Intermediate Off Site	Golf \$30, Cycling \$20 Archery \$20	
After-School Elementary Programs	slide range (\$0 to \$10)	
Art Class- Cartoon Drawing	\$25	
Art Class- Acrylic Painting	\$35	
Merit Badge Classes (BSA)	\$12	
Curiosity Club	\$20	
Lil Detective Camp	\$35	
Fishing Clinic	\$18	
Adventure Camp	\$55	\$60.00
Boredom Buster Camp	\$24	
Camp Neptune/Atlantis	\$35	
Skateboard Camp	\$25	
Nature Camp- Busy Bees	\$38	
Nature Camp- Tweety Birds	\$38	
Nature Camp- Wiggly Worms	\$42	
Nature Camp- Crazy Crawdads	\$50	
Safety Town	\$35	
Arbor Day	NO FEE	
Bird Festival	NO FEE	
Craft Purchase	\$1	
Cottontail Scramble	\$3	
Fishing Derby	NO FEE	
Jr Ranger Family Night	NO FEE	
Virgin River Classic Skim Board	\$20	

### Softball:

Free Agent player		1/10 regular team fee
Fastpitch 10U	\$280.00	
12U-14U	\$425.00	
16U-18U	\$425.00	
High School Tournaments	\$295.00	
Gate	\$4, \$6	
Adult Men's-Women's-Coed	\$325.00	ability to adjust up to \$75 per Game Garuantee change from standard of 4 either way
Toys for Kids Charity Tournament	\$175.00	
Regular League Single Header	\$310.00	

	<b>Current</b>	<b>Proposed</b>
Regular League Double Header	\$425 or less than \$27 Average per season average games	
one pitch League	\$265.00	\$275 or less than \$20 per game average
Apparel	\$1 - \$125	
5v5v5	\$240.00	ability to adjust up to \$27 per season game adjustment from 10 game guarentee
NJCAA Tournament Admission	\$10 to \$45	
<b>Youth Sports:</b>		
FUNdamentals (Formally Start Smart)	\$25.00	
Youth Late Fee	\$5.00	
JR Jazz Jersey	\$6 - \$12	
Border League - Individual Registration	\$55 to \$85	
Border League - Team Registration	\$450 - \$575	
Camps	\$50 - \$142	
Clinics	\$5 - \$75	
<b>Adult Sports:</b>		
Futsal, Team	\$195.00	\$205.00
Flag Football, Team	\$300.00	
Basketball, Team	\$300.00	
Kickball, Team	\$110.00	
Ultimate Frisbee, Individual	\$20.00	
2 x 2 Volleyball, Team	\$70.00	
4 x 4 Volleyball, Team	\$100.00	
League Volleyball, Team	\$150.00	
Tournament Volleyball, Team	\$190.00	
Indoor Volleyball Tournament, Team	\$175.00	
Indoor Volleyball League, Team	\$140.00	
<b>Tennis and Pickleball:</b>		
Pickleball, 1/2 hr. private lesson	\$20.00	
Pickleball, 1 hr. private lesson	\$40.00	
Pickleball, 3 1 hr. private lessons	\$100.00	
Winter League Mixer	\$25.00	
Winter League Team	\$15.00	
Blind Date	\$15.00	
Shoot Out	\$15.00	

	<b>Current</b>	<b>Proposed</b>
Vendor	\$40.00	
Spring League	\$35.00	
Pickleball, Youth, 1 x week	\$35.00	
Pickleball, Youth, 2 x week	\$45.00	
Pickleball, Youth, 2 x week plus private	\$100.00	
Fall Brawl Pickleball	\$25.00	
Tennis Clinic, 1 x week 10U	\$60.00	
Tennis Clinic, 2 x week 10U	\$80.00	
Tennis Clinic, 2 x week + 4 private lessons	\$120.00	
Advanced Clinics		Add \$5 for 30 extra minutes of Clinic
Munchkins Tennis, 1 x week	\$30.00	
Munchkins Tennis, 2 x week	\$40.00	
ATP/Jr. Development, 1 x week	\$60.00	
ATP/Jr. Development, 2 x week	\$120.00	
ATP/Jr. Development, 3 x week	\$160.00	
ATP/Jr. Development, 1 x week + private lessc	\$200.00	
ATP/Jr. Development, 1 x week + 6 private les	\$250.00	
ATP/Jr. Development, 3 x week + 6 private les	\$300.00	
Advanced Tennis League	\$25.00	
Youth Tournament	\$10.00	
Spring Break Camp, 10 - 18 yrs.	\$60.00	
Spring Break Camp, 6 - 9 yrs.	\$40.00	
10U Tournament	\$20.00	
Private Lessons, 1 hour	\$40.00	
Private Lessons, 1/2 hour	\$20.00	
Private Lessons, 3 for	\$100.00	
New Years Eve Tennis Marathon	\$10.00	
Saturday Morning League, Drop In	\$10.00	
Saturday Morning League	\$30.00	
Tennis Hoodies	\$15.00	
Tennis Doubles	\$20.00	
Tennis Doubles	\$22.00	
Tennis Singles	\$30.00	
Tennis Singles	\$33.00	

**Recreation Center:**

Karate	\$25.00
Lapidary	\$50.00
Lil Rollers Tumbling	\$20.00
Pottery Glaze	\$20.00
Pottery Wheel	\$65.00
Smar Start Arts	\$25.00
Ceramic native American Coil Pots	\$30.00
Supermarket Science	\$30.00

	<b>Current</b>	<b>Proposed</b>
Ceramic Birhouses & Windchimes	\$30.00	
Recreation Racquetball League	\$15.00	
Ceramic Creations	\$30.00	
Youth Ceramic Creations	\$20.00	
Smart Start Art Paint	\$25.00	
Science Fair Science	\$45.00	
Smart Start Crafts	\$25.00	
Child Care	\$1.50	
Child Care with pass	\$1.50	
Premium Admission	\$3.50	
Cycling	\$3.00	
3 Month Single Pass	\$65.00	
3 Month Family Pass	\$145.00	
12 Month Single Pass	\$195.00	
12 Month Family Pass	\$350.00	
Single Tri Pak Pass	\$240.00	
Family Tri Pak Pass	\$425.00	
Additional Family Members, each	\$10.00	
Baseball Equipment Rental	\$5.00	
Pickleball Equipment Rental	\$5.00	
Volleyball Equipment Rental	\$10.00	
Basic Birthday Party	\$50.00	
Ultimate Birthday Party	\$90.00	
Supreme Birthday Party	\$120.00	
Rental Convenience Fee if w/l 2 weeks of part	\$10.00	
Room Rental Fee, per room, per hour	\$25.00	
After Hours Room Rental Fee, per room, per h	\$75.00	
Carousel Birthday Party	\$45.00	
Carousel Birthday Party	\$90.00	
Carousel Birthday Party	\$120.00	
St. George Golf Towel	\$10.00	
Train rides	\$1.00	
Additional People, each	\$5.00	
Monthly Annual pass Single	\$17.00	
Monthly Annual pass Family	\$30.00	
Tri-pack pass Single Month to month	\$21.00	
Tri-pack pass Family Month to month	\$36.00	
Bouldering Classes	\$38.00	
Private Bouldering Classes	\$85.00	
Begining & Intermediate Mountain Biking	\$56.00	
Advanced Mountain Biking	\$85.00	
Private Mountain Biking	\$120.00	
Outdoor Hikes	\$20.00	

	Current	Proposed
<b>City Pool:</b>		
Guard Start	\$80.00	
Swim Lesson Session	\$30.00	
General Admission, under 13, with Cache Card	\$1.75	
General Admission, age 14 and older, with Cache Card	\$2.75	
Senior admission same as under 13	\$2.00	
Private Parties each step by 100 people above	\$50.00	
Any Rental Extra 1/2 hour	\$55.00	
BBQ Reservations, per hour, plus regular adm	\$15.00	
Single Tri Pak Pass	\$240.00	
Family Tri Pak Pass	\$425.00	
<b>Sand Hollow Aquatic Center:</b>		
Youth Admission, Resident	\$3.50	
Youth Admission, Non Resident	\$5.00	
Adult Admission, Resident	\$4.00	
Adult Admission, Non Resident	\$6.00	
Senior Admission, Resident	\$3.50	
Senior Admission, Non Resident	\$5.00	
Family Quarterly Membership, Resident	\$100.00	
Family Quarterly Membership, Non Resident	\$150.00	
Family Half Year Membership, Resident	\$175.00	
Family Half Year Membership, Non Resident	\$225.00	
Family Annual Membership, Resident	\$300.00	
Family Annual Membership, Non Resident	\$415.00	
Additonal Family Members, each	\$10.00	
Individual Quarterly Membership, Resident	\$60.00	
Individual Quarterly Membership, Non Resident	\$75.00	
Individual Half Year Membership, Resident	\$100.00	
Individual Half Year Membership, Non Resident	\$120.00	
Individual Annual Membership, Resident	\$180.00	
Individual Annual Membership, Non Resident	\$210.00	
Single Tri Pak Pass	\$240.00	
Family Tri Pak Pass	\$425.00	
Cache Card Admission	\$3.00	
Deposit	\$20.00	
Basic Splash Party	\$65.00	
Splash N Play Party	\$80.00	
Splash N Cake Party	\$90.00	
Swim Cap	\$8.00	
Goggles	\$5.00	
Ear Plugs	\$3.00	
Monthly Annual pass Single	\$16.00	
Monthly Annual pass Family	\$26.00	

	<b>Current</b>	<b>Proposed</b>
Tri-pack pass Single	\$21.00	
Tri-pack pass Family	\$36.00	
Food Concessions	25% to 70% increase on product cost	
Late Registration fees	\$5, \$10, \$25	
Early Bird Registration Discount amounts	\$5, \$10, \$25	
Vendor Booth Various areas	\$25, \$50, \$75, \$100, \$125, \$150	
New Program Development	\$5 to \$200 in first year based on costs coverage of 50% to 200%	

**Sand Hollow Aquatic Center:**

Youth Soccer or Football, per practice	\$3.00	\$4.00
Youth Baseball of Softball, per practice	\$4.00	
Youth Soccer or Football, per practice	\$3.00	\$25/hour
Youth Baseball of Softball, per practice	\$4.00	\$25/hour
Adult Soccer or Football, per game	\$9.00	\$25/hour
Adult Baseball of Softball, per game	\$12.00	\$25/hour
Use of Lights, per game	\$6.00	
Soccer or Football for the day	\$150.00	\$250.00
Baseball or Softball for the day	\$250.00	
Pickleball court reservation		\$10 per hour
Tennis Court Reservations	\$4	
Tennis Court Reservations Day	40	

Merchandise 5% mark up to 400% mark up

**Races and Special Events:**

Lake to Lake, Team	\$225.00	\$250.00
Lake to Lake, 2 person team	\$135.00	\$145.00
Lake to Lake, Ultra	\$65.00	\$75.00
Late Fee Lake to Lake	\$25.00	
10 K	\$28.00	\$40.00
1 Mile Save -a- Ssiter	\$20.00	
Midnight 5K	\$28.00	\$35.00
Move It	\$10.00	
Road Rage	\$35.00	\$40.00
Triathlon, Individual	\$45.00	\$40.00
Triathlon, Team	\$65.00	\$75.00
Tuff Kids Triathlons	\$15.00	
Tuff Kid Runs	\$10.00	
10Ks	\$32.00	\$35.00
Half	\$60.00	
5K	\$28.00	\$30.00
Turkey Trot 1 Mile & 5K	\$5.00	

	Current	Proposed
Banquet - fall		\$15.00
Late fee races	\$10.00	
Expo Booth, 10 x 10	\$200.00	
Expo Booth, 10 x 20	\$300.00	
Expo Booth Cancellation, 10 x 10	\$50.00	
Expo Booth Cancellation, 10 x 20	\$100.00	
Merchandise	\$1 to \$40	
Skateboard	\$15.00	
Skateboard late fee	\$10.00	
4th of July Power booth	\$70.00	
no power booth	\$55.00	

#### Marathon Fees:

##### Miscellaneous fees

Postage for shirts	\$5.00	
Postage winner plaque 4th - 8th pl	\$7.00	
Postage winner plaque 1st - 3rd pl	\$14.00	
Return Clothing	\$8.00	

#### Art Festival:

Jury Fee	\$25.00	\$30.00
Booth Fee	\$160.00	\$175.00
Food Booths	\$200.00	\$250.00

#### Social Hall:

Non-Profit / Hr	\$60.00	
Non-Profit / 4 Hr Block	\$200.00	
Non-Profit / 8 Hh Block	\$350.00	
Profit / Hr	\$120.00	
Profit / 4 Hr Block	\$400.00	
Profoit / 8 Hr Block	\$700.00	
Profit / Hr Tech Time	\$25.00	
Deposit (refundable)	\$100.00	

#### Community Building:

Non-Profit Community Organizations / Hr	\$10.00	
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#### St. George Art Museum:

Admission Fees		
12 years of age and older/ea.	\$3.00	
3 years of age to 11/ea.	\$1.00	
Under 3 years of age/ea.	free	
Classes		
smART Saturday class		\$3.00

	<b>Current</b>	<b>Proposed</b>
Summer Culture class	\$30.00	
Art Adventures		\$10.00
Fundraisers		
Soup n' Bowl	\$25.00	
Love of Art Home Tour	\$65.00	

Historic St. George Live Tour 12 years of age and older/ea.	\$3.00	
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**Hela Seegmiller Historic Fam:**

Reserved for two 4-hour periods and one 5-hour period.	7-11am - \$120.00	\$240.00
	12-4pm - \$120.00	\$240.00
	5-10pm - \$120.00	\$240.00

**All other parks:**

Reserved for three 4-hour periods

7-11am - \$50.00 for 100 people or less/ over 100	\$50/\$100
12-4pm- \$50.00 for 100 people or less/ over 100	\$50/\$100
5-9pm - \$50.00 for 100 people or less/ over 100	\$50/\$100

To reserve a <u>whole</u> park, all day	\$400
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# Water Services

## Regular Rates from October 1 thru March 30 each year

-----Usage rates per 1,000 gallons-----											
RATE CODE	DESCRIPTION	MINIMUM	Next 5	Over 45							
001	3/4" Inside City	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
002	3/4" Outside City	49.43	1.96	2.40	2.60	2.82	3.04	3.26	3.48	3.70	3.92
003	1" Inside City	50.28	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
004	1" Outside City	100.56	1.96	2.40	2.60	2.82	3.04	3.26	3.48	3.70	3.92
005	1 1/2" Inside City	61.80	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
006	1 1/2" Outside City	123.60	1.96	2.40	2.60	2.82	3.04	3.26	3.48	3.70	3.92
007	2" Inside City	89.45	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
008	2" Outside City	178.90	1.96	2.40	2.60	2.82	3.04	3.26	3.48	3.70	3.92
009	3" Inside City	240.53	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
010	3" Outside City	481.05	1.96	2.40	2.60	2.82	3.04	3.26	3.48	3.70	3.92
011	4" Inside City	539.03	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
012	4" Outside City	1078.07	1.96	2.40	2.60	2.82	3.04	3.26	3.48	3.70	3.92
013	6" Inside City	930.17	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
014	6" Outside City	1860.34	1.96	2.40	2.60	2.82	3.04	3.26	3.48	3.70	3.92
021	Hydrant Meters	97.26	1.66	1.66	1.66	1.66	1.66	1.66	1.66	1.66	1.66
022	St of Ut Sn Cyn Pump	0.00	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
023	SC Cem N GBL Gunlock	0.00	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
024	SC Snow Cyn Line	0.00	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
025	Ivins Snow Cyn Line	0.00	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39
026	Ivins Mtr P H Gunlock	0.00	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
030	N Blake Ranch Outside	0.00	1.96	2.40	2.60	2.82	3.04	3.26	3.48	3.70	3.92
031	Reuse Hydrants	89.08	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
040	West City Spr 2/10 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
041	West City Spr 1/4 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
042	West City Spr 3/10 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
043	West City Spr 1/3 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
044	West City Spr 3/8 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
045	West City Spr 2/5 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
046	West City Spr .433 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
047	West City Spr 1/2 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
048	West City Spr .583 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96

049	West City Spr .625 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
050	West City Spr 2/3 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
051	West City Spr 3/4 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
052	West City Spr .833 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
053	West City Spr 1 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
054	West City Spr 1.05 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
055	West City Spr 1.1 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
056	West City Spr 1.34 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
057	West City Spr 1.5 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
058	West City Spr 1.6 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
059	West City Spr 1.67 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
060	West City Spr 1.75 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
061	West City Spr 1.83 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
062	West City Spr 2 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
063	West City Spr 2.5 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
070	1 1/2" NonQualified PUD	61.80	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
071	2" NonQualified PUD	89.45	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
072	1" NonQualified PUD	50.28	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
073	1 1/2" Exempt	61.80	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
074	2" Exempt	89.45	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
075	3" Exempt	266.31	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
080	Wash. Co Landfill	0.00	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45
099	Ledges Project	83.02	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
149	Residential Irrigation	13.31	0.59	0.72	0.78	0.85	0.91	0.98	1.04	1.11	1.18
151	Entrada Golf Agreement	29.08	0.72	0.72	0.72	0.72	0.72	0.72	0.72	0.72	0.72
153	SunRiver Reuse Agrmnt	0.00	0.537	0.537	0.537	0.537	0.537	0.537	0.537	0.537	0.537
154	New Airport	0.00	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900
PUD	Qualified PUD's	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
150	Irrigation	1st 5,000	Next 60k	Next 70k	Nx 4.865 m	Over 5 m					
		41.82	0.63	0.83	1.22	1.66					
152	Ralph McArthur agrmt	1st 25k	nx 5k	Nxt 60K	Nxt 70K	Nx 4.865m	Over 5 m				
		0.00	0.529	0.54	0.71	1.06	1.41				

**Conservation Rates from April 1 thru Sept 30 each year**

RATE CODE	DESCRIPTION	Usage rates per 1,000 gallons-----									
		MINIMUM	Next 5	Over 45							
001	3/4" Inside City	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.95	2.50	2.97
002	3/4" Outside City	44.94	1.96	2.40	2.60	2.82	3.04	3.26	3.90	5.00	5.94
003	1" Inside City										
004	1" Outside City										
005	1 1/2" Inside City										
006	1 1/2" Outside City										
007	2" Inside City										
008	2" Outside City										
009	3" Inside City										
010	3" Outside City										
011	4" Inside City										
012	4" Outside City										
013	6" Inside City										
014	6" Outside City										
021	Hydrant Meters	97.26	1.66	1.66	1.66	1.66	1.66	1.66	1.66	1.66	1.66
022	St of Ut Sn Cyn Pump	0.00	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
023	SC Cem N GBL Gunlock	0.00	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10
024	SC Snow Cyn Line	0.00	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17
025	Ivins Snow Cyn Line	0.00	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43
026	Ivins Mtr P H Gunlock	0.00	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10
030	N Blake Ranch Outside	0.00	1.96	2.40	2.60	2.82	3.04	3.26	3.48	3.70	3.92
031	Reuse Hydrants	89.08	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
040	West City Spr 2/10 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
041	West City Spr 1/4 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
042	West City Spr 3/10 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
043	West City Spr 1/3 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
044	West City Spr 3/8 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
045	West City Spr 2/5 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
046	West City Spr .433 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
047	West City Spr 1/2 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
048	West City Spr .583 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
049	West City Spr .625 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96

050	West City Spr 2/3 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
051	West City Spr 3/4 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
052	West City Spr .833 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
053	West City Spr 1 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
054	West City Spr 1.05 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
055	West City Spr 1.1 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
056	West City Spr 1.34 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
057	West City Spr 1.5 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
058	West City Spr 1.6 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
059	West City Spr 1.67 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
060	West City Spr 1.75 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
061	West City Spr 1.83 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
062	West City Spr 2 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
063	West City Spr 2.5 Sh	24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
070	1 1/2" NonQualified PUD	61.87	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
071	2" NonQualified PUD	89.45	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
072	1" NonQualified PUD	50.28	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
073	1 1/2" Exempt	61.80	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
074	2" Exempt	89.45	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
075	3" Exempt	266.31	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96
080	Wash. Co Landfill	0.00	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45
099	Ledges Project	83.02	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
149	Residential Irrigation	13.31	0.59	0.72	0.78	0.85	0.91	0.98	1.04	1.11	1.18
151	Entrada Golf Agreement	29.08	0.72	0.72	0.72	0.72	0.72	0.72	0.72	0.72	0.72
153	SunRiver Reuse Agrmnt	0.00	0.537	0.537	0.537	0.537	0.537	0.537	0.537	0.537	0.537
154	New Airport	0.00	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900
PUD		24.72	0.98	1.20	1.30	1.41	1.52	1.63	1.74	1.85	1.96

150	1st 5,000	41.82	Next 60k	0.63	Next 70k	0.83	Nx 4.865 m	Over 5 m	1.22	1.66
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152	1st 25k	0.00	nx 5k	0.529	Nxt 60K	0.54	Nxt 70K	Nx 4.865m	Over 5 m	0.71	1.06	1.41
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**Conservation Schedules**

Flat 10K	10-20k	20-30k	30-40k	40-50k	50-60k	60-70k	70-105k	Over 105k
1" Inside	52.03	1.40	1.55	1.66	1.79	1.92	2.05	2.46
1" Out	104.06	2.80	3.10	3.32	3.58	3.84	4.10	4.92
Flat 20K	20-40k	40-60k	60-80k	80-100k	100-120k	120-140k	140-180k	Over 180k
1 1/2" In	96.80	1.40	1.55	1.66	1.79	1.92	2.05	2.46
1 1/2" Out	193.60	2.80	3.10	3.32	3.58	3.84	4.10	4.92
Flat 40K	40-80k	80-120k	120-160k	160-200k	200-240k	240-280k	280-360k	Over 360k
2" In	186.34	1.40	1.55	1.66	1.79	1.92	2.05	2.46
2" Out	372.68	2.80	3.10	3.32	3.58	3.84	4.10	4.92
Flat 80K	80-130k	130-180k	180-230k	230-300k	300-400k	400-560k	560-720k	Over 720k
3" In	332.15	1.40	1.62	1.79	1.91	2.02	2.08	2.46
3" Out	664.29	2.80	3.24	3.58	3.82	4.04	4.16	4.92
Flat 160k	160-220k	220-300k	300-400k	400-580k	580-740k	740-1120k	1120-1440 over 1440k	
4" In	699.38	1.40	1.62	1.79	1.91	2.02	2.08	2.46
4" Out	1398.76	2.80	3.24	3.58	3.82	4.04	4.16	4.92
Flat 320k	320-400k	400-560k	560-720k	720-1040k	1040-1540	1540-2240	2240-2920	Over 2920k
6" In	1439.90	1.40	1.62	1.79	1.91	2.02	2.08	2.46
6" Out	2879.80	2.80	3.24	3.58	3.82	4.04	4.16	4.92

**DRAFT**

Agenda Item Number : **5C**

## Request For Council Action

---

**Date Submitted** 2016-06-07 16:12:49

**Applicant** City of St. George

**Quick Title** Resolution to Adopt the Fiscal Year 2016-17 Budget

**Subject** Resolution to accompany the Public Hearing to adopt the Fiscal Year 2016-17 budget.

**Discussion**

**Cost** \$0.00

**City Manager Recommendation** 2016-2017 fiscal budget if approved has to be done by resolution.

**Action Taken**

**Requested by** Deanna Brklacich

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

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

**ADOPTING THE 2016-2017 FISCAL YEAR BUDGET FOR THE CITY OF ST. GEORGE, UTAH.**

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions in adopting a tentative budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 16<sup>th</sup> day of June, 2016, upon motion duly made and seconded, it is unanimously

**RESOLVED** that the 2016-2017 fiscal budget for the City of St. George, attached hereto as Exhibit "A" including all schedules thereto, is hereby adopted, subject to later amendment.

VOTED UPON AND PASSED BY THE ST. GEORGE CITY COUNCIL AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 16<sup>TH</sup> DAY OF JUNE, 2016.

Members of the Council Voting Aye

Jimmie Hughes  
Michele Randall  
Joe Bowcutt  
Bette Arial  
Ed Baca

\_\_\_\_\_  
Jonathan T. Pike, Mayor

ATTEST:

\_\_\_\_\_  
Annette Hansen, Deputy City Recorder

**DRAFT**

Agenda Item Number : **5D**

## Request For Council Action

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**Date Submitted** 2016-06-07 16:18:06

**Applicant** City of St. George

**Quick Title** Resolution to Approve Amendments to Fiscal Year 2015-16 Budget

**Subject** Resolution and Public Hearing to review and approve requested budget openings to the Fiscal Year 2015-16 Budget.

**Discussion** This will be the final packet of budget openings for the fiscal year ending June 30, 2016.

**Cost** \$0.00

**City Manager Recommendation** Some minor adjustments to the current budget. I do not have a list at this time but we include it in an attachment and discuss any questions you may have at the meeting. There are no surprises that I am aware of at this time.

**Action Taken**

**Requested by** Deanna Brklacich

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

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

**AMENDING THE 2015-2016 FISCAL BUDGET FOR THE  
CITY OF ST. GEORGE, UTAH.**

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 16<sup>th</sup> day of June, 2016, upon motion duly made and seconded, it is unanimously

RESOLVED that the 2015-2016 fiscal budget for the City of St. George thereto, is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST.  
GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE  
16TH DAY OF JUNE, 2016.

Members of the Council Voting Aye

Jimmie Hughes  
Michele Randall  
Joe Bowcutt  
Bette Arial  
Ed Baca

\_\_\_\_\_  
Jonathan T. Pike, Mayor

ATTEST:

\_\_\_\_\_  
Annette Hansen, Deputy City Recorder



**GENERAL FUND ADJUSTMENTS**

1	10-4211-7400	Police Dept. - Equipment	74,825	
	10-4810-9100	Debt Service & Transfers - Transfers to Other Funds		74,825
	40-38200	Capital Projects Fund - Transfers from Other Funds		
	40-38800	Capital Projects Fund - Appropriated Fund Balance	74,825	74,825

To increase budget to acquire body armor and accessories to protect officers who respond to incidents involving in progress shootings and high risk encounters.

2	10-4110-3100	Mayor & City Council - Professional & Tech. Services	8,000	
	10-4810-9100	Debt Service & Transfers - Transfers to Other Funds		8,000
	40-38200	Capital Projects Fund - Transfers from Other Funds		
	40-38800	Capital Projects Fund - Appropriated Fund Balance	8,000	8,000

To budget for a study of the Sand Hollow Aquatic Center dome fabric.

3	10-4511-7400	Parks Planning & Design - Equipment	19,000	
	10-38100	Contributions from Others		19,000

To budget for a contribution from the Southwest Public Health Dept. for trail and bicycle wayfinding signs to be purchased and installed by the City.

4	10-4562-2200	Exhibits & Collections - Ordinances & Publications	8,000	
	10-4562-2700	Exhibits & Collections - Special Dept. Supplies	1,000	
	10-4562-2700	Exhibits & Collections - Improvements	12,000	
	10-33400	State Grant Revenues		17,500
	10-38100	Contributions from Others		3,500

To budget for Art grants received from various State and Other Governmental entities to fund improvements and art exhibits during the current fiscal year.

5	10-4810-9100	Transfers to Other Funds	2,432,000	
	10-31300	General Sales Tax Revenues		650,000
	10-32210	Building Permits		100,000
	10-34130	Planning Fees		120,000
	10-34770	Tennis Classes, Reservations, & Concessions		15,000
	10-34780	Marathon Revenues		50,000
	10-34810	Cemetery Lot Sales		50,000
	10-34830	Cemetery Burial Fees		30,000
	10-36100	Interest Earnings		15,000
	10-36200	Rents & Royalties		30,000
	10-36400	Sale of Property		50,000
	10-37800	Airport Revenues		100,000
	10-4440-7300	Fleet Management - Improvements		832,000
	10-4220-1310	Fire Dept. Insurance Benefits		200,000
	10-4220-1310	Fire Dept. - Fuel		20,000
	10-4141-7400	Administrative Services - Equipment		30,000
	10-4413-2670	Streets - Fuel		50,000
	10-4413-2722	Streets - Paint Striping		30,000
	10-4510-2670	Parks - Fuel		40,000
	10-4510-7300	Parks - Improvements		20,000
	40-38800	Capital Projects Fund - Appropriated Fund Balance	2,432,000	
	40-38200	Capital Projects Fund - Transfers from Other Funds		2,432,000

To adjust various budgets to anticipated revenues and expenditures by the end of the fiscal year.



**OTHER FUNDS**

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6	87-8700-7670	Red Hills Pkwy/Red Cliffs Dr. Connection (Mall Drive Underpass)	1,000,000	
	87-8700-7315	Pavement Management		1,000,000

To re-allocate budgeted pavement management funding towards phase 1 of the Red Hills Parkway/Red Cliffs Dr. Connection (Mall Drive Underpass) project. Phase 1 includes extending an existing 12-foot drainage culvert under I-15.

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7	77-7700-7300	Johnson Dino Track Museum - Improvements	2,000	
	77-38800	Johnson Dino Track Museum - Appropriated Fund Balance		2,000

To budget for wall preparation costs to accommodate a wall mural project to be completed by the DinosaurAh!torium Foundation.

**DRAFT**Agenda Item Number : **6A****Request For Council Action**


---

<b>Date Submitted</b>	2016-06-09 12:00:11
<b>Applicant</b>	KB Express, applicant Stacey K Bettridge
<b>Quick Title</b>	Alcohol License Request
<b>Subject</b>	Consider approval of a request for a Class A Beer License and proximity variance of the 600â€™ feet from the Desert Hills Seminary and Desert Hills High School for KB Express, Applicant Stacey K Bettridge for the proposed location of West of Brigham Road and North of Desert Hills Drive, parcel SG-HVCM-2.
<b>Discussion</b>	Stacey K Bettridge, the owner of KB Express is requesting approval of a Class A Beer License and a proximity variance to the Desert Hills Seminary and the Desert Hills Middle School as the city code does not allow any establishment vending alcohol to be located within 600â€™ feet of any public or private school, church, public library, public playground or park, as measured from the nearest entrance of the establishment following the shortest route by either ordinary pedestrian traffic, or when applicable, vehicular travel whichever is closer, to the property line of the school and church The measurement from the nearest entrance of the KB Express to the property line of the Desert Hills Seminary measured by vehicular travel is 248â€™ feet, which is 352â€™ feet too close. The measurement from the nearest entrance of the KB Express to the property line of the Desert Hills Middle School measured by vehicular travel is within 429â€™ feet, which is 171â€™ feet too close. The Business License office has received all the required information including the background history of the applicant which is found clear. The Beer License will be issued pending approval of the Certificate of Occupancy from the Building Department. The city council may authorize a variance from the location requirements if they find, after full investigation, that in order to relieve the "peculiar and exceptional practical difficulties, or the exceptional or undue hardships" a variance is necessary and the variance won't be a substantial detriment to the public good and won't substantially impair the intent and purpose of the alcohol laws.
<b>Cost</b>	\$0.00
<b>City Manager Recommendation</b>	This item is for a beer license for a convenience store adjacent to Deseret Hills High and Middle School. As you can see by the above info there will need to be a variance granted because the distance from the store to the School is less than the required 600 feet. Any approval if granted would be contingent on getting a certificate of occupancy for the store after the applicant provides the info the City Council asked for regarding the zone change that is necessary for this project.
<b>Action Taken</b>	
<b>Requested by</b>	Laura Woolsey
<b>File Attachments</b>	<a href="#">KB 1.pdf</a>

**Approved by Legal  
Department?**

**Approved in Budget?**

**Amount:**

**Additional Comments**

St. George Municipal Code Alcoholic Beverages, Section 3-3-2: Defines a Class A License as a license entitling the licensee to sell beer on the licensed premises in original containers of a size not to exceed one quart, for the consumption off the premises. Alcoholic Beverages, Section 3-3-11, Proximity Limitations states that no licensee's premises or establishment vending alcoholic beverages may be established within six hundred feet (600') of any public or private school, church, public library, public playground or park, as measured from the nearest entrance of the outlet by following the shortest route of either ordinary pedestrian traffic, or where applicable, vehicular travel along public thoroughfares, whichever is the closer, to the property boundary of the public or private school, church, public library, public playground or park, nor may a licensee's premises or establishment vending alcoholic beverages be established within two hundred feet (200') of any public or private school, church, public library, public playground or park, as measured in a straight line from the nearest entrance of the proposed outlet to the nearest property boundary of the public or private school, church, public library, public playground or park. B. Variance: Notwithstanding the foregoing, if the city council finds after full investigation that compliance with the proximity limitations set forth in subsection A of this section would result in peculiar and exceptional practical difficulties or exceptional and undue hardships, and after giving full consideration to the attending circumstances, following a public hearing, the city council may authorize a variance from the proximity limitation so as to relieve the peculiar and exceptional practical difficulties, or the exceptional or undue hardships, provided the variance may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this chapter.

**Attachments** [KB 1.pdf](#)

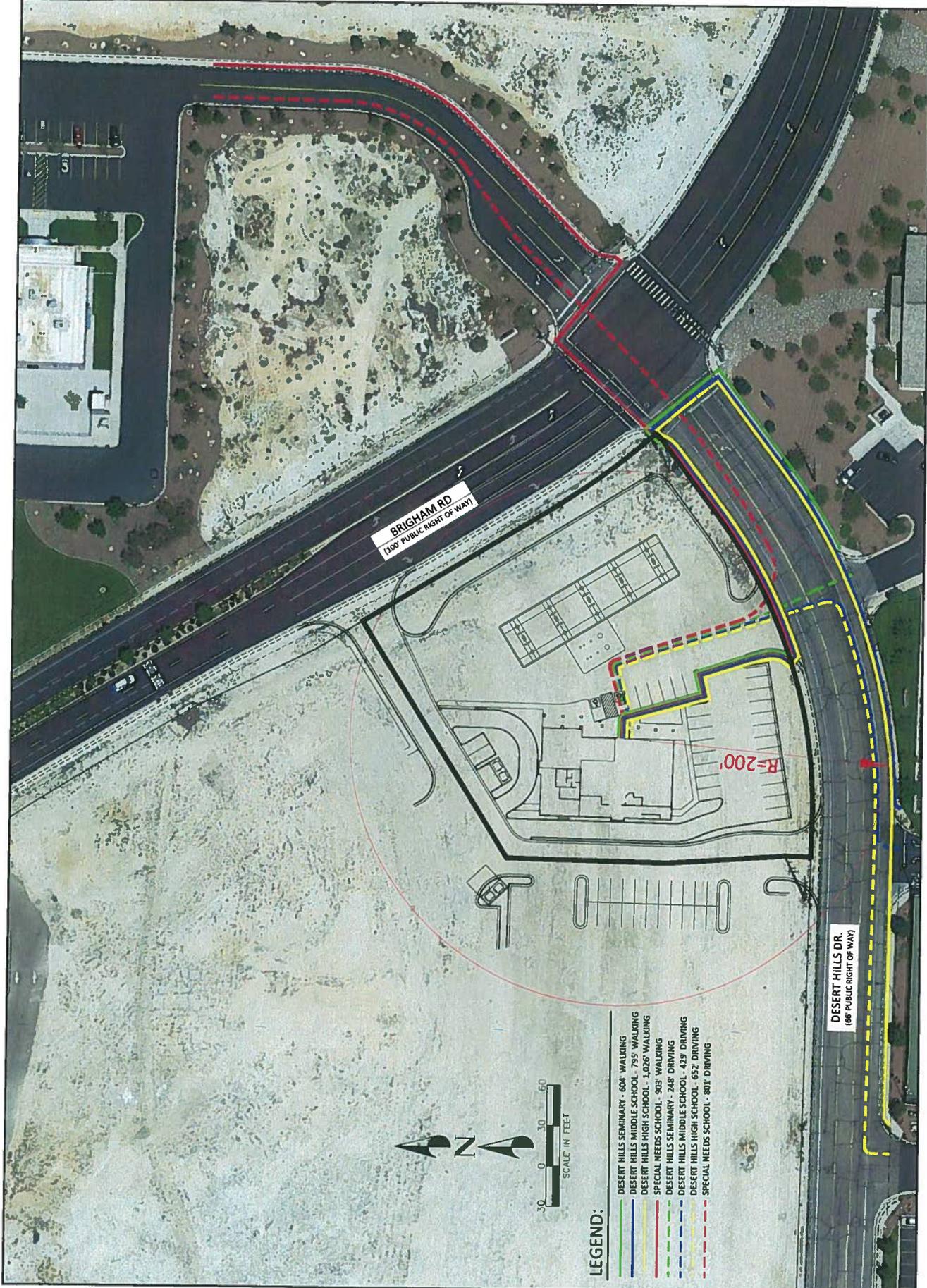
NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME: **KB CONVENIENCE STORE**  
**BRIGHAM ROAD AND DESERT HILLS DRIVE**  
**LOCATED IN ST. GEORGE, UTAH**  
 CITY PROXIMITY EXHIBIT

DEVELOPMENT SOLUTIONS, INC.  
 LAND PLANNERS, CIVIL ENGINEERS  
 120 East St. George Blvd. Ste. 301  
 St. George, UT 84770  
 OFFICE (435) 628-1121 • FAX (435) 674-5533  
 www.developmentsolutions.com

**DS** DEVELOPMENT SOLUTIONS  
 DATE: 12/20/18  
 DRAWN BY: BT  
 CHECKED BY: BT  
 PROJECT NO.: 18-009  
 SCALE: 1" = 30'

**PE-1**  
 1 OF 1 TOTAL



**BRIGHAM RD**  
 (100' PUBLIC RIGHT OF WAY)

**DESERT HILLS DR.**  
 (66' PUBLIC RIGHT OF WAY)

- LEGEND:**
- DESERT HILLS SEMINARY - 604' WALKING
  - DESERT HILLS MIDDLE SCHOOL - 795' WALKING
  - DESERT HILLS HIGH SCHOOL - 1,026' WALKING
  - SPECIAL NEEDS SCHOOL - 903' WALKING
  - DESERT HILLS SEMINARY - 248' DRIVING
  - DESERT HILLS MIDDLE SCHOOL - 429' DRIVING
  - DESERT HILLS HIGH SCHOOL - 652' DRIVING
  - SPECIAL NEEDS SCHOOL - 801' DRIVING



# CITY OF ST GEORGE ALCOHOL BUSINESS LICENSE APPLICATION

175 East 200 North, St. George, Utah 84790

Phone: 435-627-4740

## BEER LICENSE APPLICATION

*This application must be accompanied by an Applicant's Questionnaire and satisfactory fingerprint cards*  
Applicant must be the owner/operator. If the owner is a corporation, the applicant shall be the corporation's agent; if the owner is a partnership; the applicant shall be a general partner of the partnership.

**Please print or type**

Type of Alcohol License Applying For:

Class A (This type of License has a quota, please ensure that this type of License is available with Business Licensing)

License is a license entitling the licensee to sell beer on the licensed premises in original containers of a size not to exceed one quart, for the consumption off the premises.

Class B License

License entitling the licensee to sell beer in original containers of a size not to exceed one quart capacity for consumption on the licensed premises of a restaurant at which food sales constitute no less than seventy percent (70%) of the gross monetary receipts of the licensee's business and in connection with a license issued by the state of Utah to operate as an on premises beer retailer. Golf course premises where beer is sold in connection with hot food preparation at the point of sale shall be included as class B licenses.

Class C License

License entitling the licensee to sell beer in original containers of a size not to exceed one quart capacity for consumption on the licensed premises of a restaurant at which food sales constitute no less than seventy percent (70%) of the gross monetary receipts of the licensee's business and in connection with a license issued by the state of Utah to operate as a restaurant liquor licensee.

Class E License (This type of License has a quota, please ensure that this type of License is available with Business Licensing)

License entitling the licensee to sell beer in original containers or on draft in a quantity not to exceed two liters (2 l), for consumption on the licensed premises and in connection with a license issued by the state of Utah to operate as a private club. This license has a

Class EE License (This type of License has a quota, please ensure that this type of License is available with Business Licensing)

License intended to serve the clientele, patrons and guests of significant hotel/convention facilities, which club shall be located in a hotel containing not less than one hundred thirty (130) guestrooms and with a convention or conference facility of not less than four thousand (4,000) square feet, and which club shall not have any separate entrances from outside the hotel facility. The class EE license entitles the licensee to sell beer in original containers or on draft in a quantity not to exceed two liters (2 l), for consumption on the licensed premises and in connection with a license issued by the state of Utah to operate as a private club. Class EE licenses may only be issued to the owner or operator of the qualifying hotel, or a wholly owned affiliate or subsidiary thereof.

Class F License (This type of License has a quota, please ensure that this type of License is available with Business Licensing)

License which entitles the licensee to sell beer and/or permit consumption thereof at recreation and convention facilities, excluding public parks. Under this license, no beer shall be sold in the original containers, but must be first emptied into suitable temporary containers. All sales and deliveries under this license shall be made directly to the ultimate consumer. No beer shall be permitted or consumed, except that which is purchased at the recreation and convention facilities.

Single Event Permit

A permit entitling the permittee to store, sell, serve and allow consumption of alcohol on specifically designated premises for a period not to exceed seventy two (72) consecutive hours and in connection with a bona fide convention, civic or charitable enterprise conducted by a corporation, church, political organization or incorporated association, or a recognized subordinate lodge, chapter or unit thereof.

CITY OF ST GEORGE ALCOHOL BUSINESS LICENSE APPLICATION

175 East 200 North, St. George, Utah 84790

Phone: 435-627-4740

00038761

1. Name of Business KB Express

Has this name been registered with the State of Utah, Commerce Department?  Yes  No

Ownership Type:  Corporation  Partnership  Sole Proprietorship  LLC

If Corporation or LLC, list Corp./LLC name Ken Bethridge Dist. Inc  
(Please attach a copy of Certificate of Incorporation/LLC)

2. Business Location E Brigham Rd. - Desert Hills St George 84790  
Street Number City State Zip

Business Phone 435-586-2411 Business Email stacey@kboil.net

Business Mailing Address PO Box 338 Cedar City, UT 84720  
Street Number City State Zip

3. How close is the nearest **Church** to the proposed business location? See attached  
In Feet

Nearest School? \_\_\_\_\_ In Feet Nearest Park? \_\_\_\_\_ In Feet

Nearest Public Library \_\_\_\_\_ In Feet Nearest Public Playground \_\_\_\_\_ In Feet

4. Applicant's Name Stacey K Bethridge  
First Middle Last

Corporation or Partnership Name, (if applicant is an agent) \_\_\_\_\_  
First Middle Last

5. Please Provide Name and Address of Managing Party (If different from applicant)

Managing Party Name We do not have a manager at this time

Address \_\_\_\_\_  
Street Number City State Zip

Phone Number \_\_\_\_\_ Cell Number \_\_\_\_\_ Email \_\_\_\_\_

6. List Names of Partners, Corporate Officers, Etc. Provide Name, Address, Phone #, Title and Percentage Owned. (Attach additional sheet if needed)

First	M	Last	Title	Address, City State, Zip	Phone	%
Stacey	K	Bethridge	Co Pres.	[REDACTED]	[REDACTED]	50
Kenneth	Rand	Bethridge	Co Pres	[REDACTED]	[REDACTED]	50

CITY OF ST GEORGE ALCOHOL BUSINESS LICENSE APPLICATION

175 East 200 North, St. George, Utah 84790

Phone: 435-627-4740

7. Anticipated Business Start Date \_\_\_\_\_ Number of Employees \_\_\_\_\_

8. Federal Tax Number 870440628 State Sales Tax Number \_\_\_\_\_

9. Who owns the real estate where this business is located?  
Ken Bettridge Dist. Inc.

10. If premises are leased, state whether leased from owner or subleased from prior lessee. \_\_\_\_\_

11. Do you own the fixtures at this location? Yes If not, please provide the name and address of the owner \_\_\_\_\_

12. If you own the fixtures at this location, state the investment which you have in fixtures and equipment \$ We will be building and do not have this at this time

13. Total Square Footage of Building \_\_\_\_\_

14. Will you serve food? C-Store fast food If so, please provide a sample menu.

15. Please provide the name of the person to be in charge of this business during any time that you may be away from the premises.

First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Address \_\_\_\_\_  
Street Number City State Zip

Phone Number \_\_\_\_\_ Cell Number \_\_\_\_\_ Email \_\_\_\_\_

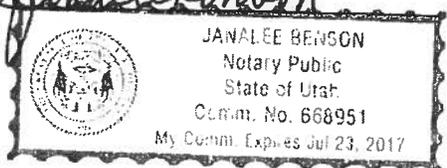
Applicants Signature Stacey Bettridge Date 5-3-16

STATE OF UTAH )  
IRON ) ss.  
County of ~~Washington~~

I, (Print Name) Stacey Bettridge being first duly sworn, depose and say the foregoing application is in all respects true and correct, to the best of my knowledge and belief and that I am the above named applicant. I understand that any false information constitutes perjury

SUBSCRIBED AND SWORN TO before me this 3RD day of MAY 20 16

Notary Public Janalee Benson My Commission Expires 23 JUL 2017



**Desert Hills Plaza – C Store Site**

4.4.16

**Class A application – Proximity Questions**

Distance from the front door of the C-Store to any of the following:

- **Nearest public Park/Playground** - The nearest park is Hidden Valley Park at a distance of .9 Miles
- **Nearest School** – There are several schools near the proposed Desert Hills Plaza C Store Site. The School District owns property in the vicinity of the C-Store site that also functions as school district maintenance facility, transportation facility, and other school district support facilities. The distances to the closest schools are as follows:

	<b>Straight Line Distance</b>	<b>Walking Distance</b>
Desert Hills Middle School:	210 ft.	975 ft.
Desert Hills High School:	Over 200 ft.	1206 ft.
Bloomington Hills Elementary:	Over 200 ft.	903 ft.
Bloomington Hills Pre-School:	Over 200 ft.	903 ft.
Seminary:	210 ft.	975 ft.

- **Nearest Church** - The Nearest Church is located on Hidden Valley Drive at a distance of 1,600 ft.
- **Nearest Public Library** – Over 5 miles

See the attached Exhibit A.

Jeff Mathis



May 31, 2016

To whom this may concern,

I personally know Stacey Bettridge and know him to be of good moral character. I feel that he is a fit and proper person to be granted a beer license.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Mathis', written over a horizontal line.

Jeff Mathis

## Stacey

---

**From:** Don Cox [REDACTED]  
**Sent:** Tuesday, May 31, 2016 1:30 PM  
**To:** Stacey Bettridge/WORK  
**Subject:** beer license  
**Attachments:** image003.jpg

To whom it may concern:

I have personally and professionally known Stacey Bettridge and the Bettridge family for over 20 years.. I can tell you that the whole family is of good moral Character and always go above and beyond what is asked of them. If Stacey says he will do something for you... consider it done. He is a man of his word.  
I feel that he is a fit person to be granted a beer license.

If I were to sum up in one word about Stacey Bettridge and his family, it would be: "Integrity".

Sincerely,

Don

**Don Cox**



**Parke Cox Trucking Company, Inc.**  
4250 South River Road | St. George, UT 84790  
Phone 435-628-0886 | Fax 435-628-9324  
[www.coxtrucking.com](http://www.coxtrucking.com)

Bryce Christensen Excavating, Inc.



435-628-4198

May 31, 2016

RE: Ken Bettridge Distributing, Inc.

To whom it may concern:

It has been my pleasure to know and do business with Stacey Bettridge, from Ken Bettridge Distributing Inc. for several years now. In traveling around southern Utah, I have visited many of the Fuel Stations and Convenience Stores owned by Stacey's firm. I find them to be clean, in good repair, well managed, and an asset to the communities they serve. K. B. Oil employees are always polite and friendly and take their jobs seriously. It is no secret that others who are in competition with them are sometimes forced to upgrade and improve their stores in order to compete with K. B. Oil stores. They have encouraged better quality and value pricing for their products, and have an excellent record in the area of beer sales. They are vigilant in complying with all Utah laws regarding the sale of beer and require that all employees observe those standards. K. B. Oil is a local Utah company, and has great regard for values of the people who live here.

I would highly recommend any city to take a look at K. B. Oil Stores and allow them to be a part of the community.

Thank you!

A handwritten signature in cursive script that reads "Bryce Christensen".

Bryce Christensen, President

Bryce Christensen Excavating, Inc.



May 31, 2016

To Whom It May Concern,

I have been a resident of St. George for approximately 18 years. I personally know Stacey Bettridge and know him to be of good moral character. I feel that he is a fit and proper person to be granted a beer license. He is a highly responsible person with high standards.

If you have any other questions you can contact me at [REDACTED]

Thanks,

Karmen Aplanalp BSDH, M. Ed.

[REDACTED]  
[REDACTED]



**RE/MAX** First Realty  
1224 S. River Road, Suite A200  
St. George, Utah 84790  
Office: (435) 674-0111  
Fax: (435) 674-0172  
Each Office Independently Owned and Operated

To whom it may concern,

I personally know Stacey Bettridge, and know him to be of good moral character. I feel that he is a fit and proper person to be granted a beer license. Feel free to give me a call if you have any questions or concerns. [REDACTED]

Sincerely,  
Amy Baldwin

# KEN BETTRIDGE DISTRIBUTING INC.

PETROLEUM PRODUCT DISTRIBUTOR

June 1, 2016

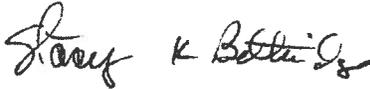
City of St. George Alcohol Business License Application  
175 East 200 North  
St. George, Utah 84790

To Whom It May Concern:

Ken Bettridge Distributing authorizes the City of St. George or any Law Enforcement Officer unrestricted right to enter the licensed premises located at the corner of Brigham Road and Desert Hills Drive.

Please feel free to contact me if you have any further questions or concerns.

Regards,



Stacey K. Bettridge  
Co-President

License Number: \_\_\_\_\_

### CITY OF ST. GEORGE

175 East 200 North • St. George, UT 84770 (435) 627-4740

### APPLICATION FOR BUSINESS LICENSE

Conditions of Approval \_\_\_\_\_

FOR CITY OFFICE USE ONLY			
APPROVALS: (Required for New Business or Change of Location)			
Zoning _____	/Date _____	Business L.O. _____	
City Attorney _____	/Date _____	Police Chief _____	/Date _____
Fire Chief _____	/Date _____	Building Dept. _____	/Date _____
Receipt Number _____	/Date _____	Date _____	/Date _____

Please check applicable box

- New
- Renewal (Must still complete form)
- Address change (Requires zoning approval)

Please Print

Name of Business KB Express

Address at Which Business Will be Conducted E Brigham Rd - Desert Hills St. George UT 84790 Business Phone \_\_\_\_\_

Mailing Address (If Different) PO Box 338 Cedar City, UT 84721 Cell Phone \_\_\_\_\_

Name of Applicant Stacey Bettridge SSN# \_\_\_\_\_ Home Phone \_\_\_\_\_

Residence Address of Applicant \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please attach a copy of the applicable documents filed with the State or Utah Division of Corporations and Commercial Code

Business is:  Corporation  Sole Proprietorship  Partnership  Limited Liability Company

List all owners other than applicant. If a corporation, partnership, or limited liability company, list other officers, general partners or members.

Stacey Bettridge, Rand Bettridge

Email Address \_\_\_\_\_

Date of Commencing Business in St. George \_\_\_\_\_ Sales Tax Number 12336079-002-3TC Federal Tax ID 87-044-0628

Type of business to be conducted Gas Station & C-Store

Describe in detail the business activity and (product(s) or service) to be rendered. The sale of Gas Diesel and Snacks Food Drinks

The applicant must comply with the City Stormwater requirements and the following conditions: No water discharge shall enter storm drains or sewer system; water shall be contained on-site. All work must be done outside of the Public Right-of-Way. Initial Here SB

If Required to be Licensed by State, Check Here  **ALSO ATTACH A COPY OF STATE LICENSE.**

Average Number of Employees 20 Days & Hours of Operation 24-7

HOME OCCUPATION ORDINANCE: (Sign only if your are conducting a business out of your home. Request a copy of the Home Occupation Ordinance.)

I will comply with the provisions of the City's Ordinance for Home Occupation. Signature Stacey Bettridge Date 3-29-16

BUSINESS LICENSE FEE PAYABLE:	
General Business License Fee (\$50.00)	\$ <u>50.00</u>
Number of Full-Time Employees <u>2</u> at \$10.00 each	\$ <u>20.00</u>
Number of Part-Time Employees <u>18</u> at \$5.00 each (Who Will Work Less Than 450 Hours Per Year)	\$ <u>90.00</u>
\$25.00 Late Charge on renewals after February 28	\$ _____
Amount of Bond (If Required)	\$ _____
Total Fees Due (\$350.00 Maximum Before Late Fee)	\$ <u>160.00</u>

Application completed by (please print): Stacey Bettridge Title Co President

By submitting a signed application, the applicant certifies that the business does not and will not during the licensing period knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. By signing, the applicant acknowledges that the applicant has read, understands, and agrees to comply with the requirements of federal and state law regarding eligibility of workers.

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of my license. I also understand that the City License Officer may require additional information as permitted by the ordinance, and also agree to supply the same as part of this application. I understand this License will expire December 31 and it is my responsibility to renew this License annually without further notification from the City of St. George.

\* Authorized Applicant Signature Stacey Bettridge Title Co President Date 3-29-16

\* Application must be signed by: a) a corporate officer if the business is a corporation (i.e. a president, corporate secretary-treasurer, or vice president of the corporation, or the manager of one or more manufacturing, production or operation facilities, with authority to sign documents); b) a general partner, member or proprietor if the business is a partnership, limited liability company or proprietorship respectively; or, c) a duly authorized representative (written authorization and written change of authorization must be attached) of the corporation, general partnership, limited liability company or proprietorship.

**DRAFT**Agenda Item Number : **6B****Request For Council Action**

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**Date Submitted** 2016-06-09 19:51:04**Applicant** Gregg McArthur**Quick Title** Chamber of Commerce Lease of City Property**Subject** This is a ten year lease of the City-owned property at 136 North 100 East (former WCWCD building). The Chamber is ready to renovate the building interior, adding meeting space and badly needed updates. The City will be given the right to use the renovated meeting space and equipment for City meetings. The lease will be for a nominal amount, as with the old courthouse. Subject to legal approval.**Discussion****Cost** \$0.00**City Manager Recommendation** As discussed previously this lease with the Chamber would be for 1 \$ per year with the renovations and the improvements made to the building making the value greater for the building. The City could utilize the training rooms in the building as well. Recommend approval as we like the Chamber being downtown.**Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

**DRAFT**Agenda Item Number : **6C****Request For Council Action**

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**Date Submitted** 2016-06-07 17:18:05**Applicant** Friends of Switchpoint**Quick Title** Friends of Switchpoint MOU**Subject** This MOU would allow the FOS to lease and operate the Switchpoint facility and identify the roles of the City and FOS in relation to the operation of the facility.**Discussion****Cost** \$0.00**City Manager Recommendation** As has been discussed this agreement will allow Friends of Switchpoint a 501-c-3 to lease the existing Switchpoint facility and allow them to operate the facility as currently being done by the City. The existing employees will move to FOS.**Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

**DRAFT**Agenda Item Number : **6D****Request For Council Action**

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**Date Submitted** 2016-06-10 12:02:58

**Applicant** Washington County

**Quick Title** Agreement with Washington County for Drainage Basin

**Subject** Interlocal Agreement between the City of St. George and Washington County for participating construction costs of the Pioneer Park Storm Water Detention Basin

**Discussion** The federal government through the NRCS has approved funds (\$930,600) for the design and construction of the detention basin near Pioneer Park. The local agency is to provide 25% of construction cost of the project. NRCS pays for 100% of the design and 75% of the construction cost. The County will administer the project through a separate agreement with the NRCS. It is estimated that the City's participation cost could be a maximum of \$232,650.

**Cost** \$232,650

**City Manager Recommendation** Recommend approval for this project if it gets federal approval as it would address a drainage issue on the Red Hill adjacent to Pioneer Park. This will help us deal with drainage along Red Hills parkway.

**Action Taken**

**Requested by** Cameron Cutler

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments** It is the intent of City staff to request additional funding through the Flood Control Authority to help fund the City's match. This has not been approved yet through the FCA.

**DRAFT**Agenda Item Number : **6G****Request For Council Action**

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**Date Submitted** 2016-06-13 11:10:43**Applicant** Scott Taylor**Quick Title** Request Day Time Water Prohibition**Subject** It is that time of year when we request the council implement day time watering restrictions. The request is to prohibit out door watering with culinary water between the hours of 8:00 am and 8:00 pm.**Discussion** This request applies to those that water using culinary (drinking) water. This is to reduce the amount of water lost to evaporation when irrigation is done during the heat of the day. This does not apply to those using irrigation quality water as the irrigation system production and storage capacity is limited and not all large irrigation customers would be able to complete watering in a 12 hour period. It is a more efficient use of water resources to allow those using irrigation quality resources to water as the water is available.**Cost** \$0.00**City Manager  
Recommendation****Action Taken****Requested by** Rene Fleming**File Attachments****Approved by Legal  
Department?****Approved in Budget? Amount:****Additional Comments**

**DRAFT**

Agenda Item Number : **6H**

## Request For Council Action

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**Date Submitted** 2016-06-14 13:55:35

**Applicant** PD

**Quick Title** PC report from June 14, 2016

**Subject** Consider the Planning Commission report for the meeting held on June 14, 2016

**Discussion**

**Cost** \$0.00

**City Manager Recommendation**

**Action Taken**

**Requested by** Planning Department

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

**CITY OF ST. GEORGE  
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: JUNE 14, 2016  
CITY COUNCIL MEETING: JUNE 16, 2016

1. **PUBLIC HEARING TO BE ADVERTISED FOR JULY 7, 2016**

Consider a zone change on 8.16 acres from R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size) to RE-20 (Residential Estate 20,000 sq. ft. minimum lot size). The property is generally located southwest of Seegmiller Drive and east of Little Valley Road and is located in the W ½ Sec. 10, T43S, R15W, SLB&M. The owner is Seegmiller Family Limited Partnership and the representative is Development solutions, Inc. The project is called "Arbors". Case No. 2016-ZC-023 (Staff – Ray Snyder)

2. **FINAL PLATS (FP)**

A. Consider a sixteen (16) lot residential final plat subdivision for "**The Reserve at River Hollow Phase 1.**" Located at approximately 2780 East and 1200 South. The property is zoned RE-20 (Residential Estate 20,000 sq. ft. minimum lot size). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2016-FP-014 (Staff Todd Jacobsen).

B. Consider a twenty-two (22) lot residential final plat subdivision for "**Sun River Phase 42.**" Located at approximately 5200 South and 1800 West (off Grapevine Drive). The property is zoned PD-R (Planned Development Residential). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2014-FP-001 (Staff Todd Jacobsen).

C. Consider a five (5) lot residential final plat subdivision for "**Sun River Phase 43A.**" Located at approximately 5100 South and 1600 West (off English Ivy Drive). The property is zoned PD-R (Planned Development Residential). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2016-FP-018 (Staff Todd Jacobsen).

D. Consider a fourteen (14) lot residential final plat subdivision for "**Sun River Phase 43B.**" Located at approximately 5200 South and 1600 West (off English Ivy Drive and Grapevine Drive). The property is zoned PD-R (Planned Development Residential). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2016-FP-019 (Staff Todd Jacobsen).

3. **PRELIMINARY PLAT (PP)**

Consider a fifty-five (55) lot preliminary plat for "**Desert Valley at Desert Canyons.**" The subdivision would be located in the Desert Canyons development south of Desert Canyons Parkway and east of Rimrunner Road. The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The representative is Mr. Ken Miller, Development Solutions Group. Case No. 2016-PP-017. (Staff – Wes Jenkins)

4. **OTHER BUSINESS**

The Planning Commission meeting on June 14<sup>th</sup> was short; it began at 5:00 pm and ended at approximately 5:40 pm. Listed below is a brief summary of the agenda items:

- a. A new Chairman and Vice Chairman were elected; **Nathan Fisher** is the new Chairman and **Don Buehner** is the Vice Chairman.
- b. There were five (5) members in attendance. One (1) PC member was excused from attending and there is one (1) vacancy on the commission which needs to be filled (*created by Ross Taylor's leaving*).
- c. All Final Plats were recommended for approval. The 'Reserve at River Hollow Phase 1' has several recommended conditions.
- d. The Preliminary Plat for 'Desert Valley at Desert Canyons' is recommended for approval, but also has several recommended conditions.
- e. The 'Arbors' zone change was recommended for approval. No public comments were received. It's requested that a public hearing be set for the July 7<sup>th</sup> City Council meeting.

**PCR ITEM 2A**  
**Final Subdivision Plat**

PLANNING COMMISSION AGENDA REPORT:  
CITY COUNCIL MEETING:

06/14/2016  
06/16/2016

**FINAL SUBDIVISION PLAT**

**The Reserve at River Hallow Phase 1**

Case No. 2016-FP-014

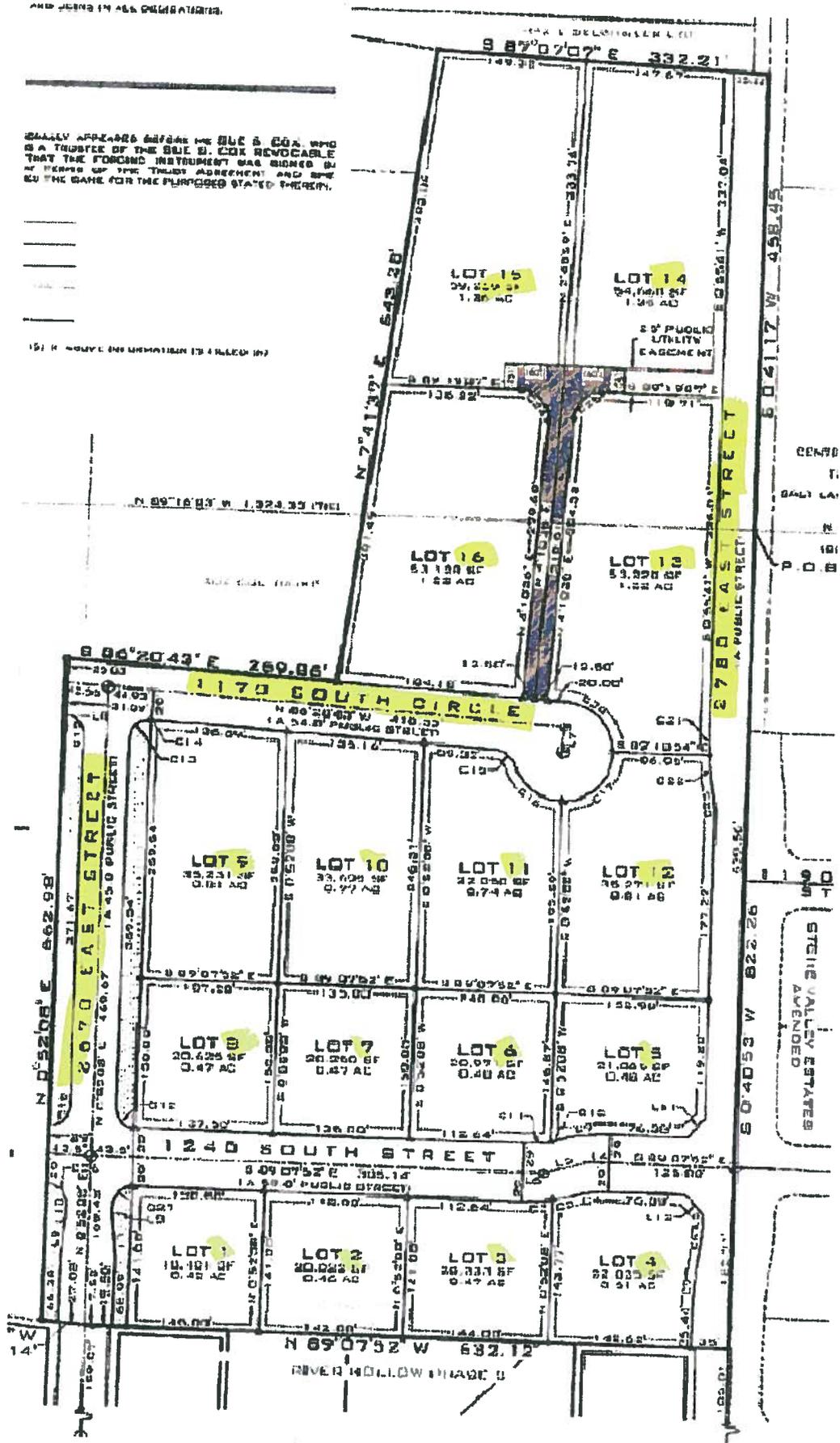
- Request:** Consider a sixteen (16) Lot Residential Final Subdivision Plat
- Representative:** Brandon Anderson, Rosenberg Associates  
352 E. Riverside Drive #A2  
St. George, UT 84790
- Property:** Located at approximately 2780 East and 1200 South
- Zone:** RE-20
- Staff Comments:** All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Subdivision Plat conditions and approvals.
- P.C.:** The Planning Commission recommends APPROVAL with comments and recommended conditions to the City Council of this Final Subdivision Plat for The Reserve at River Hollow Phase 1.
1. There shall be no access to 2780 East Street.
  2. Two (2) agreements are required to be reviewed and approved by the City Attorney's Office prior to Final Plat recording (one for access and maintenance and one for utilities).
  3. Note: There will be a private sewer line in a public easement.
  4. Note: Lot 14 and 15 will be flag lots.



AND BEING IN ALL PARTICULARS.

ORALLY APPEARED before me BUE & COA, who  
is a TRUSTEE of the BUE & COA REVOCABLE  
TRUST THE FOREGOING INSTRUMENT WAS SIGNED BY  
ME IN PURSUANCE OF THE TRUST AGREEMENT AND SHE  
IS THE SAME FOR THE PURPOSES STATED THEREIN.

151 N. 100' W. 100' (15' 11" 1/2)





**PCR ITEM 2B**  
**Final Subdivision Plat**

PLANNING COMMISSION AGENDA REPORT: 06/14/2016  
CITY COUNCIL MEETING: 06/16/2016

FINAL SUBDIVISION PLAT  
**Sun River St. George Phase 42**  
Case No. 2014-FP-001

**Request:** Consider a 22 Lot Residential Final Subdivision Plat

**Representative:** Brandon Anderson, Rosenberg Associates  
352 E. Riverside Drive #A2  
St. George, UT 84790

**Property:** Located at approximately 5200 South and 1800 West (off Grapevine Drive)

**Zone:** PD-R

**Staff Comments:** All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Subdivision Plat conditions and approvals.

**P.C.:** The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat for Sun River St. George Phase 42.

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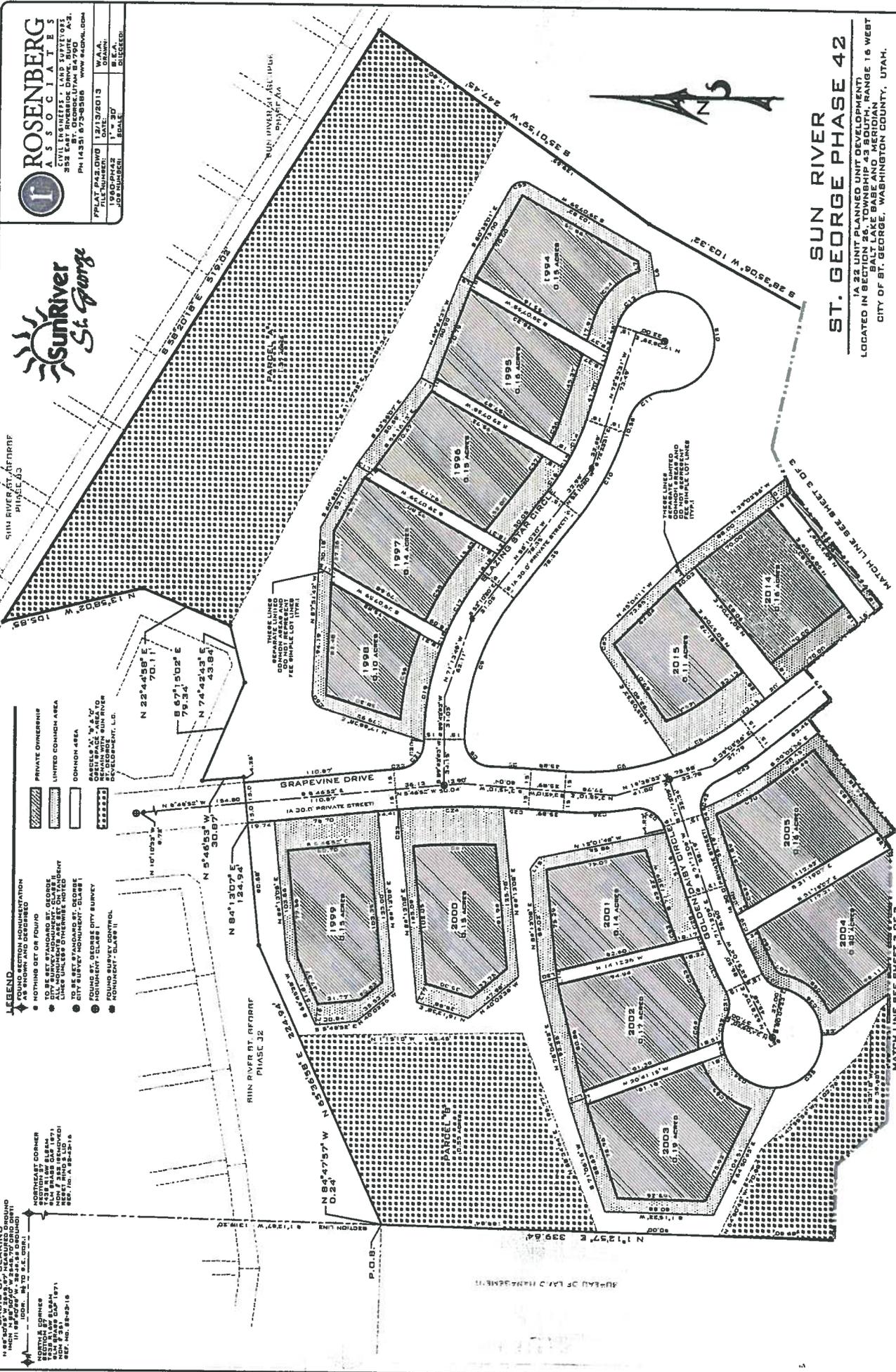


**ROSENBERG ASSOCIATES**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 252 E. ST. GEORGE DRIVE, SUITE A-2,  
 PH 14531 875-8386 WWW.RA2DNH.COM

W.A.A. DRAWN:  
 B.E.A. CHECKED:  
 DATE: 12/13/2013  
 PROJECT: SUN RIVER PHASE 42



**SUN RIVER PHASE 42**  
**ST. GEORGE PHASE 42**  
 1A 22 UNIT PLANNED UNIT DEVELOPMENT  
 LOCATED IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 16 WEST  
 BALD LACE BASE AND MERIDIAN  
 CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.



- LEGEND**
- MONUMENTATION
  - AS SHOWN AND DESCRIBED
  - NOTHING SET OR FOUND
  - TO BE SET STANDARD BY DEGREE
  - TO BE SET STANDARD BY DISTANCE
  - TO BE SET STANDARD BY DISTANCE AND DEGREE
  - CITY SURVEY MONUMENT - CLASS 1
  - FOUND BY DEGREE CITY SURVEY
  - FOUND BY DISTANCE CITY SURVEY
  - MONUMENT - CLASS II
  - PRIVATE OWNERSHIP
  - LIMITED COMMON AREA
  - COMMON AREA

**BASIS OF BEARING**  
 THE BEARING OF THIS LINE WAS MEASURED FROM THE  
 MERIDIAN OF THE STATE OF UTAH, 1893, AS SHOWN ON THE  
 PLAT OF THE S.W. 1/4 OF SECTION 26, TOWNSHIP 43 SOUTH,  
 RANGE 16 WEST, BALD LACE BASE AND MERIDIAN, 1971,  
 BY JOHN R. ROSENBERG, CIVIL ENGINEER AND LAND SURVEYOR,  
 LICENSE NO. 2823-16.



**SUN RIVER ST. GEORGE DEVELOPMENT LLC**

**ST. GEORGE PHASE 42**

1/4 22 UNIT PLANNED UNIT DEVELOPMENT  
 LOCATED IN SECCALY LAKE BASIN AND 1/4 SECTION 16 WEST  
 CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

CURVE	LENGTH	RADIUS	DELTA
C01	3.82	10.00	11.1202
C02	40.89	10.00	89.7000
C03	28.71	25.00	33.0000
C04	33.86	25.00	44.2500
C05	10.00	15.00	18.4753
C06	15.91	15.00	28.9821
C07	10.00	15.00	18.4753
C08	31.07	15.00	49.8000
C09	31.44	15.00	49.8000
C10	38.73	25.00	57.0000
C11	38.85	25.00	57.0000
C12	64.87	25.00	94.5000
C13	64.87	25.00	94.5000
C14	64.87	25.00	94.5000
C15	24.17	25.00	31.0000
C16	24.17	25.00	31.0000

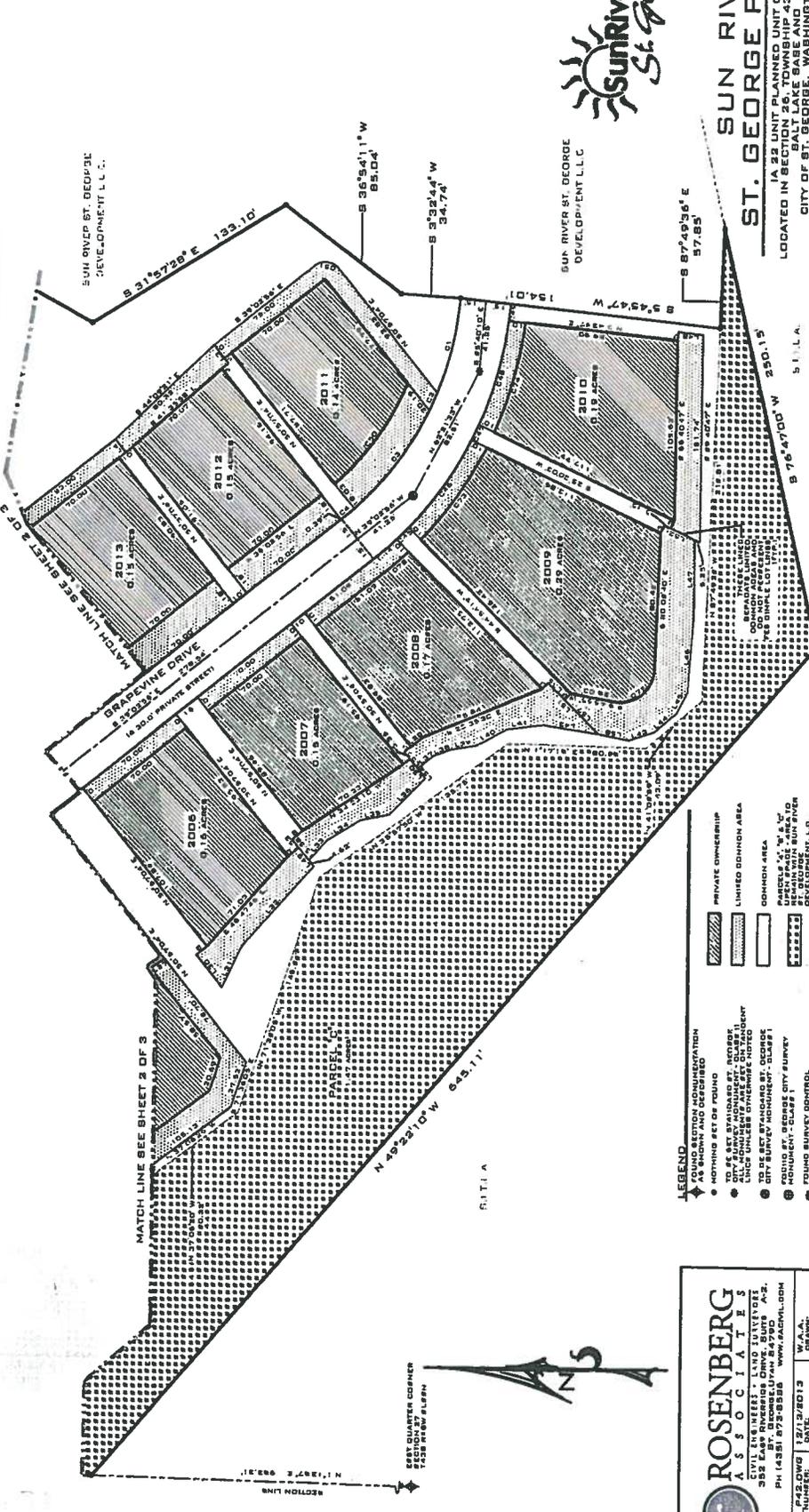
CURVE	LENGTH	RADIUS	DELTA
C17	3.82	10.00	11.1202
C18	40.89	10.00	89.7000
C19	28.71	25.00	33.0000
C20	33.86	25.00	44.2500
C21	10.00	15.00	18.4753
C22	15.91	15.00	28.9821
C23	10.00	15.00	18.4753
C24	31.07	15.00	49.8000
C25	31.44	15.00	49.8000
C26	38.73	25.00	57.0000
C27	38.85	25.00	57.0000
C28	64.87	25.00	94.5000
C29	64.87	25.00	94.5000
C30	64.87	25.00	94.5000
C31	24.17	25.00	31.0000
C32	24.17	25.00	31.0000

CURVE	LENGTH	RADIUS	DELTA
C33	3.82	10.00	11.1202
C34	40.89	10.00	89.7000
C35	28.71	25.00	33.0000
C36	33.86	25.00	44.2500
C37	10.00	15.00	18.4753
C38	15.91	15.00	28.9821
C39	10.00	15.00	18.4753
C40	31.07	15.00	49.8000
C41	31.44	15.00	49.8000
C42	38.73	25.00	57.0000
C43	38.85	25.00	57.0000
C44	64.87	25.00	94.5000
C45	64.87	25.00	94.5000
C46	64.87	25.00	94.5000
C47	24.17	25.00	31.0000
C48	24.17	25.00	31.0000

CURVE	LENGTH	RADIUS	DELTA
C49	3.82	10.00	11.1202
C50	40.89	10.00	89.7000
C51	28.71	25.00	33.0000
C52	33.86	25.00	44.2500
C53	10.00	15.00	18.4753
C54	15.91	15.00	28.9821
C55	10.00	15.00	18.4753
C56	31.07	15.00	49.8000
C57	31.44	15.00	49.8000
C58	38.73	25.00	57.0000
C59	38.85	25.00	57.0000
C60	64.87	25.00	94.5000
C61	64.87	25.00	94.5000
C62	64.87	25.00	94.5000
C63	24.17	25.00	31.0000
C64	24.17	25.00	31.0000

LINE	LENGTH	DIRECTION
L01	51.91	S 78°54' E
L02	32.04	N 87°52' E
L03	15.89	N 80°11' E
L04	18.92	N 87°52' E
L05	10.15	N 21°10' E
L06	44.13	N 88°58' E
L07	43.21	N 88°58' E
L08	14.59	N 5°45' E
L09	30.61	N 87°52' E
L10	14.30	S 80°38' W
L11	48.00	S 80°38' W
L12	15.70	N 85°40' E
L13	5.39	N 80°38' W
L14	18.60	N 21°10' E
L15	12.57	S 44°24' W
L16	88.35	S 44°24' W
L17	18.21	N 11°03' E
L18	10.88	S 88°52' E
L19	10.88	S 88°52' E

LINE	LENGTH	DIRECTION
L20	10.00	N 72°32' E
L21	10.00	N 72°32' E
L22	10.00	N 72°32' E
L23	10.00	N 72°32' E
L24	10.00	N 72°32' E
L25	10.00	N 72°32' E
L26	10.00	N 72°32' E
L27	10.00	N 72°32' E
L28	10.00	N 72°32' E
L29	10.00	N 72°32' E
L30	10.00	N 72°32' E
L31	10.00	N 72°32' E
L32	10.00	N 72°32' E
L33	10.00	N 72°32' E
L34	10.00	N 72°32' E
L35	10.00	N 72°32' E
L36	10.00	N 72°32' E
L37	10.00	N 72°32' E
L38	10.00	N 72°32' E
L39	10.00	N 72°32' E
L40	10.00	N 72°32' E



- LEGEND**
- ▲ YOUNG SECTION MONUMENTATION
  - AS SHOWN AND DESCRIBED
  - NOTHING SET OR FOUND
  - CITY SURVEY MONUMENT (CLASS II)
  - CITY SURVEY MONUMENT (CLASS I)
  - CHINA UNLESS OTHERWISE NOTED
  - TO BE SET BY STANDARD ST. GEORGE
  - MONUMENT - CLASS I (YOUNG)
  - MONUMENT - CLASS II (YOUNG)
  - YOUNG SURVEY CONTROL
  - MONUMENT - CLASS III
  - ▨ PRIVATE OWNERSHIP
  - ▨ LIMITED COMMON AREA
  - ▨ COMMON AREA
  - ▨ PARCELS "A", "B", "C" REMAIN WITH SUN RIVER DEVELOPMENT, L.L.C.

**ROSENBERG ASSOCIATES**

CIVIL ENGINEERS - LAND SURVEYORS

325 East Riverside Drive, Suite A-2,  
 St. George, UT 84770  
 PH (435) 873-9538 WWW.ACADPLOW.COM

DATE: 12/12/2013  
 DRAWN: B.C.A.  
 CHECKED: B.C.A.

**PCR ITEM 2C**  
**Final Subdivision Plat**

PLANNING COMMISSION AGENDA REPORT: 06/14/2016  
CITY COUNCIL MEETING: 06/16/2016

FINAL SUBDIVISION PLAT  
**Sun River St. George Phase 43A**  
Case No. 2016-FP-018

**Request:** Consider a 5 Lot Residential Final Subdivision Plat

**Representative:** Brandon Anderson, Rosenberg Associates  
352 E. Riverside Drive #A2  
St. George, UT 84790

**Property:** Located at approximately 5100 South and 1600 West (off English Ivy Drive)

**Zone:** PD-R

**Staff Comments:** All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Subdivision Plat conditions and approvals.

**P.C.:** The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat for Sun River St. George Phase 43A and authorize the Chairman to sign.





## **PCR ITEM 2D**

### **Final Subdivision Plat**

PLANNING COMMISSION AGENDA REPORT: 06/14/2016  
CITY COUNCIL MEETING: 06/16/2016

FINAL SUBDIVISION PLAT  
**Sun River St. George Phase 43B**  
Case No. 2016-FP-019

**Request:** Consider a 14 Lot Residential Final Subdivision Plat

**Representative:** Brandon Anderson, Rosenberg Associates  
352 E. Riverside Drive #A2  
St. George, UT 84790

**Property:** Located at approximately 5200 South and 1600 West (off English Ivy Drive and Grapevine Drive)

**Zone:** PD-R

**Staff Comments:** All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Subdivision Plat conditions and approvals.

**P.C.:** The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat for Sun River St. George Phase 43B.

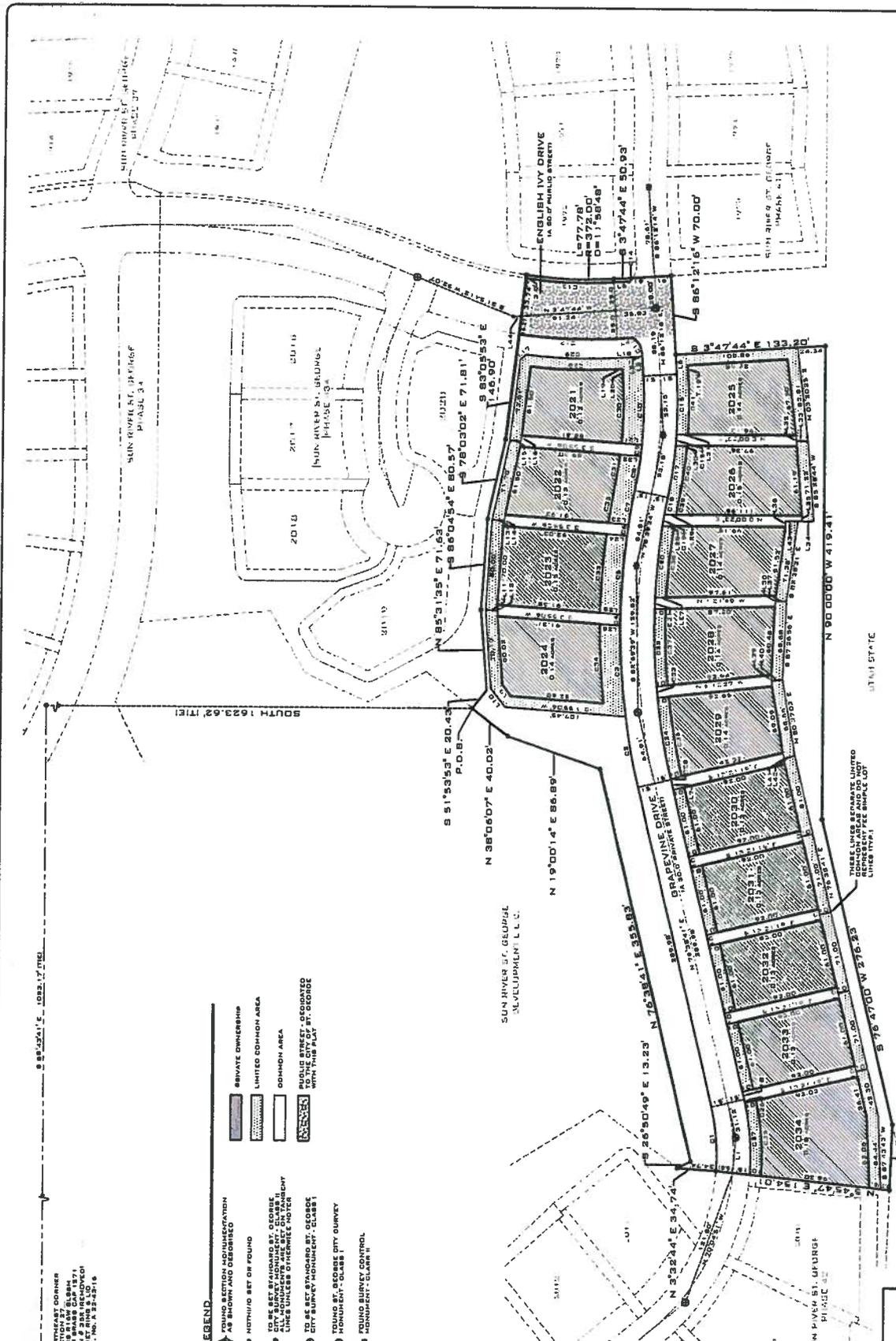


**BASIS OF BEARING**

MONUMENT AT CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 16 WEST, COUNTY OF ST. GEORGE, UTAH, BEARING S 89°53'51"E, DISTANCE 17.17 FEET.  
 MONUMENT AT CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 16 WEST, COUNTY OF ST. GEORGE, UTAH, BEARING S 89°53'51"E, DISTANCE 17.17 FEET.  
 MONUMENT AT CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 16 WEST, COUNTY OF ST. GEORGE, UTAH, BEARING S 89°53'51"E, DISTANCE 17.17 FEET.



- LEGEND**
- ◆ FOUND SECTION MONUMENT WITH AS SHOWN AND DESCRIBED
  - NOTHING SET OR FOUND
  - ▨ PRIVATE OWNERSHIP
  - ▨ LIMITED COMMON AREA
  - ▨ COMMON AREA
  - ▨ DOTTED LINE MONUMENT WITH THIS PLAY TO THE CITY OF GEORGE
  - TO BE SET BY CHADWICK ST. GEORGE ALL MONUMENTS ARE SET BY CHADWICK UNLESS OTHERWISE NOTED
  - TO BE SET BY CHADWICK ST. GEORGE CITY SURVEY MONUMENT - CLASS 1
  - MONUMENT - CLASS 1
  - FOUND SURVEY CONTROL
  - MONUMENT - CLASS 1



**ROSENBERG ASSOCIATES**  
 CIVIL ENGINEERS - LAND SURVEYORS  
 388 EAST RUCERODE DRIVE, SUITE A-8,  
 ST. GEORGE, UTAH 84202  
 PH (435) 573-8866 WWW.ARDYNLDN.COM  
 FILE NUMBER: 03/04/2018 B.C.A.  
 DATE: 11/27/2018  
 DRAWN BY: J.C. ROSENBERG  
 CHECKED BY: J.C. ROSENBERG



**SUN RIVER ST. GEORGE PHASE 43B**  
 A 14 UNIT PLANNED UNIT DEVELOPMENT  
 LOCATED IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 16 WEST  
 SALT LAKE BASIN AND MERIDIAN  
 CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

# PCR ITEM 3

## Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 06/14/2016  
CITY COUNCIL MEETING: 06/16/2016

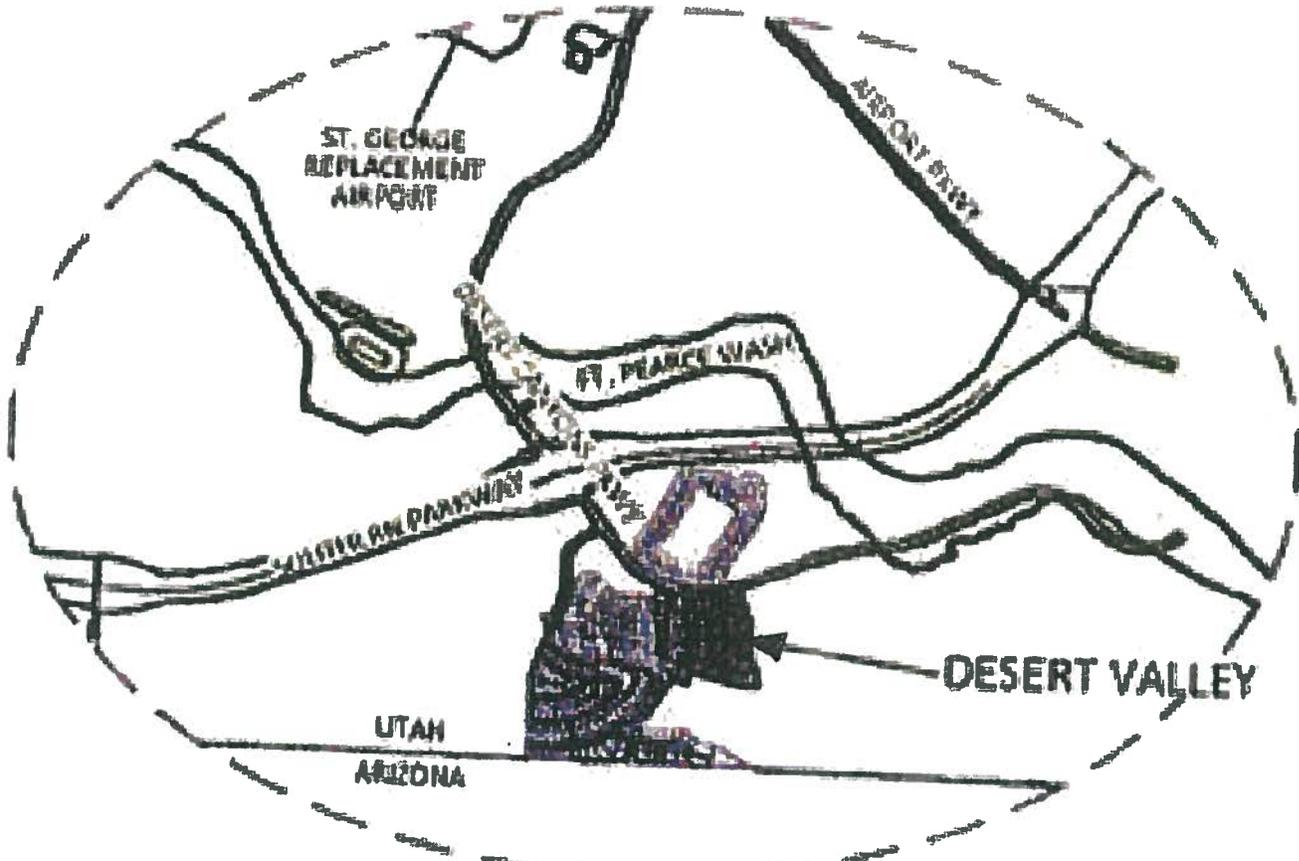
### PRELIMINARY PLAT

Desert Valley at Desert Canyons  
Case No. 2016-PP-017

- Request:** To approve a preliminary plat for a fifty-five (55) lot residential subdivision
- Location:** The site is located in the Desert Canyons development south of Desert Canyons Parkway and east of Rimrunner Road.
- Property:** 18.73 acres
- Number of Lots:** 55
- Density:** 2.93 du/ac
- Zoning:** R-1-10 (Single Family Residential, 10,000 sq. ft. lot sizes)
- Adjacent zones:** This plat is surrounded by the following zones:  
North – PDR  
South – R-1-10  
East – R-1-10  
West – PDR
- General Plan:** Residential
- Applicant:** Development Solutions Group
- Representative:** Ken Miller / Curt Gordon
- PC:** The Planning Commission recommends approval with comments and recommended conditions:
1. Lot Size Averaging  
The Developer is requesting lot size averaging with 16 of the 55 lots having a square footage less than the 10,000 minimum required for an R-1-10 zone. Staff shall verify this during plan check.

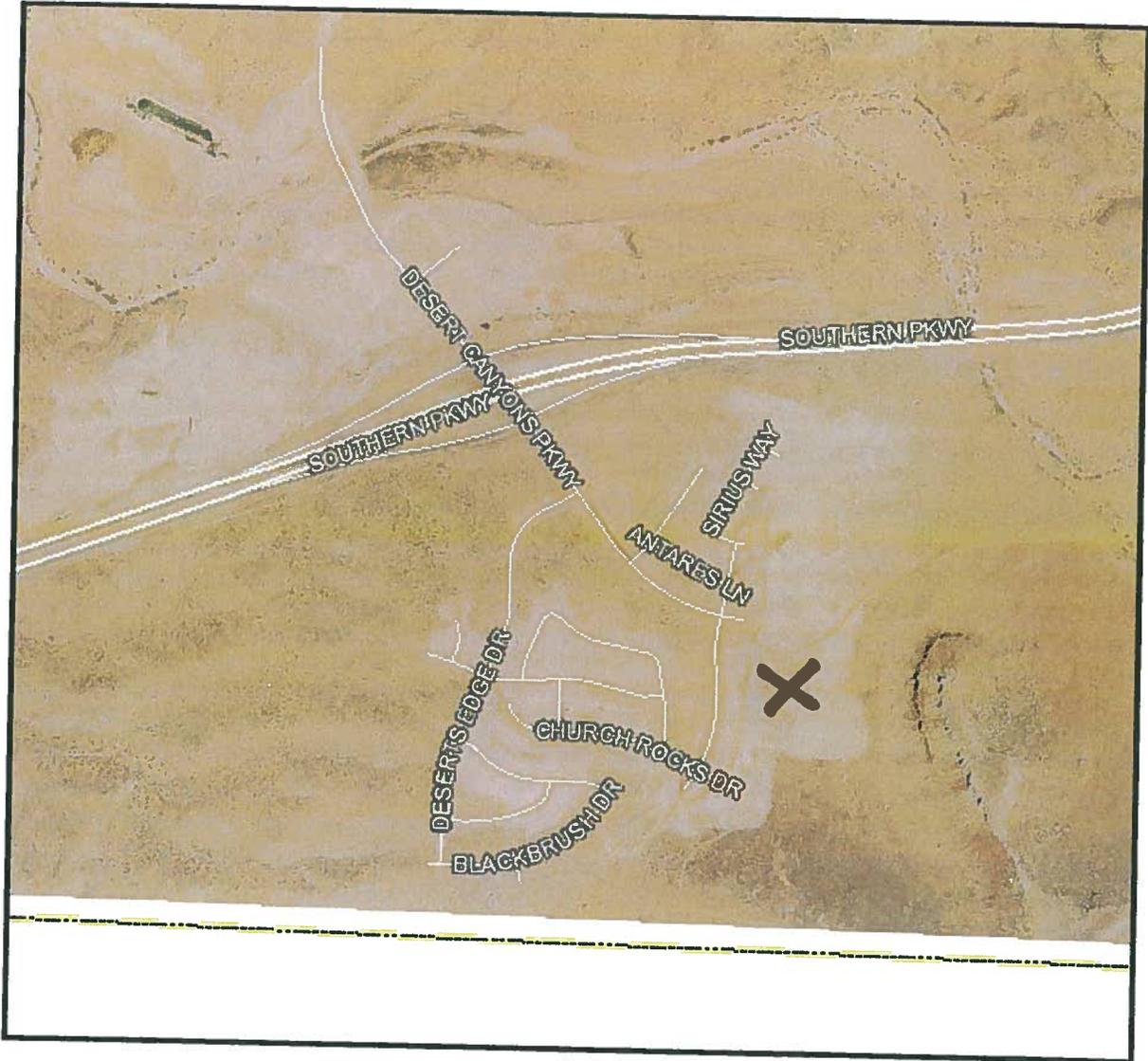
2. Circular Driveways required  
The Developer is proposing lots that front along Desert Canyons Parkway. Desert Canyons Parkway narrows from a 90-foot roadway to a 66-foot roadway at Rimrunner Road. These lots will front the 66-foot roadway and will require circular driveways (lots 1-6).
3. Future Park  
The boundary of the subdivision is subject to change at proposed lots 53-55 as the City is looking at a future park in the area of these three lots and is working with developer regarding the feasibility of a park at this location.
4. Roadways  
The eastern most proposed roadway will be a 50-foot roadway and the other three interior roads are proposed as 45-foot roadways. Desert Canyons will be a 66-foot roadway.
5. Retaining Wall  
Developer to install a retaining wall along the east side of the eastern most roadway, the 50-foot roadway, to reduce disturbance from grading in the open space area.
6. Open Space dedication  
As with all Desert Canyons subdivisions, the Developer will be required to dedicate 15% open space with the recording of the final plat.

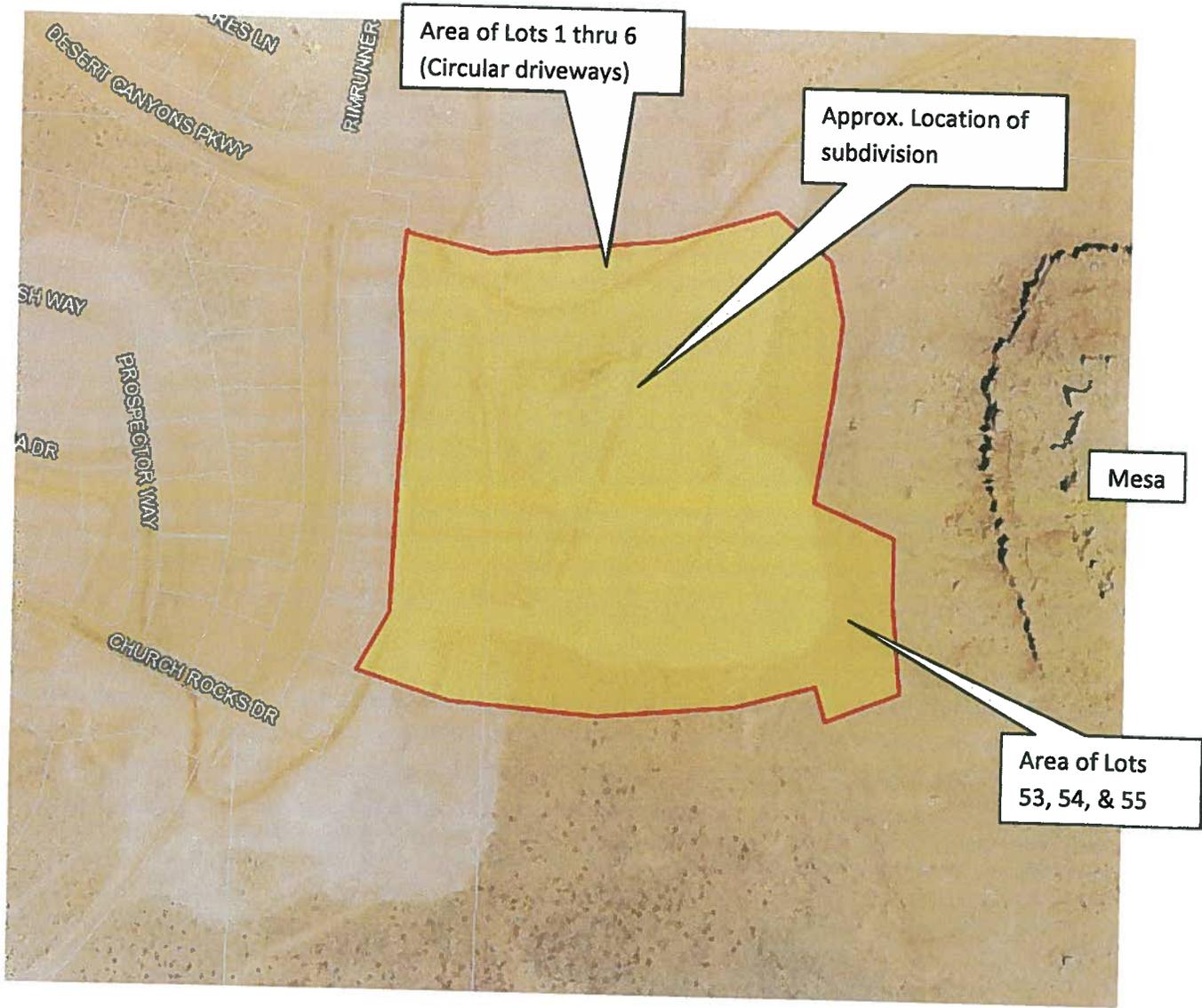
*(Note: a discussion occurred at PC that the park boundary will be established by a separate agreement. The "Banking" of land will occur based upon the approved 'Master Plan' and the City will work with the developer to track and ensure compliance.)*



# Vicinity Map

NOT TO SCALE





Area of Lots 1 thru 6  
(Circular driveways)

Approx. Location of  
subdivision

Mesa

Area of Lots  
53, 54, & 55



