



DIXIE REGIONAL MEDICAL CENTER UPDATE

Brian Chadaz, Board Chair, and Mitch Cloward, Administrator

Today's Daily Briefing | View the Archives | Print Today's Stories

The 8 top health systems for innovation, according to 300+ health care leaders

10:30 AM

Read Advisory Board

In a recent survey, when asked about a health care system that "comes to mind as a thought leader on topics related to health care transformation," respondents named:

1. Mayo Clinic;
2. Cleveland Clinic;
3. Kaiser Permanente;
4. Intermountain Healthcare;
5. Geisinger Health;
6. Ascension Health (Edmundson, Missouri); and
7. Virginia Mason (Cohen, *Becker's Hospital Review*, 2/5; Reaction Data report, accessed 2/6).

...ing high quality care at a sustainable

Survey findings

Overall, the survey found the top five health systems in 2018 across the three surveyed dimensions of innovation, thought leadership, and quality of care were:

1. Mayo Clinic (Rochester, Minnesota);
2. **Cleveland Clinic** (Cleveland);
3. Kaiser Permanente (Oakland, California);
4. **Intermountain Healthcare** (Salt Lake City); and
5. **Geisinger Health System** (Danville, Pennsylvania).

The rankings shifted slightly when researchers looked at each of the three factors individually. For example, when respondents were asked, "What health care system comes to mind as a model for innovation?", the eight most-cited hospitals were:

1. Mayo Clinic;
2. Cleveland Clinic;
3. Intermountain Healthcare;
4. Kaiser Permanente;
5. Geisinger Health;
6. **Johns Hopkins** (Baltimore);
7. **Advocate Health** (Chicago); and
8. **Virginia Mason** (Seattle).

When respondents were asked, "What health care system comes to mind as a model for delivering high quality care at a sustainable cost?", the eight most-cited hospitals were:

1. Kaiser Permanente;
2. Cleveland Clinic;
3. Mayo Clinic;
4. Intermountain Healthcare;
5. Geisinger Health;
6. Johns Hopkins;
7. Advocate Health; and



Understand who the innovative players are in care delivery

Some local Innovations

Genomics – Governor's Award

TAVR, IMRI, NICU best practices

Access Center (mental health)

Connect Care

LiVe Well Center

Mission Driven



**To help people
live the healthiest
lives possible**



Governing Board Of Dixie Regional Medical Center



Brian Chadaz
Chair



John Ames
Vice Chair



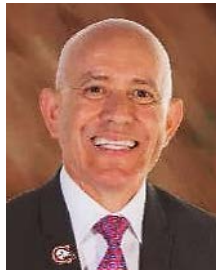
Mitch Cloward
Secretary



Derrick Haslem, MD
Med. Staff Pres.



Daren Barney



Eli Bermudez



Elisabeth Bingham



Janice Brooks



Gayle Carter, MD



Amy Christensen



Brett Christiansen, MD



Kevin Ence



Cyndi Gilbert



Cory Gubler



Shawn Guzman



Jim Jensen



Jack Renouf



Aaron Sandvik



Steven Van Norman, MD



Kristin Williams

Economic Impact



More than 4,000 caregivers*



Physicians
354 total

Employed - 140
Affiliated - 214



**Advanced
Practice
Clinicians**
163

Employed - 60
Affiliated - 103



Nurses
773
**More than
1/2 of our
county's
nurses**



**Other
Caregivers**
2,290



Volunteers
392



**Washington
County's
largest
private
employer**

*Intermountain employees and volunteers based in St. George (not necessarily employed thru DRMC); does not include Intermountain Medical Group employees

Dixie's Economic Contribution to Washington County

**Expansion
Projects**

\$300 Million
from 2016-18

**Property Tax
Revenue**

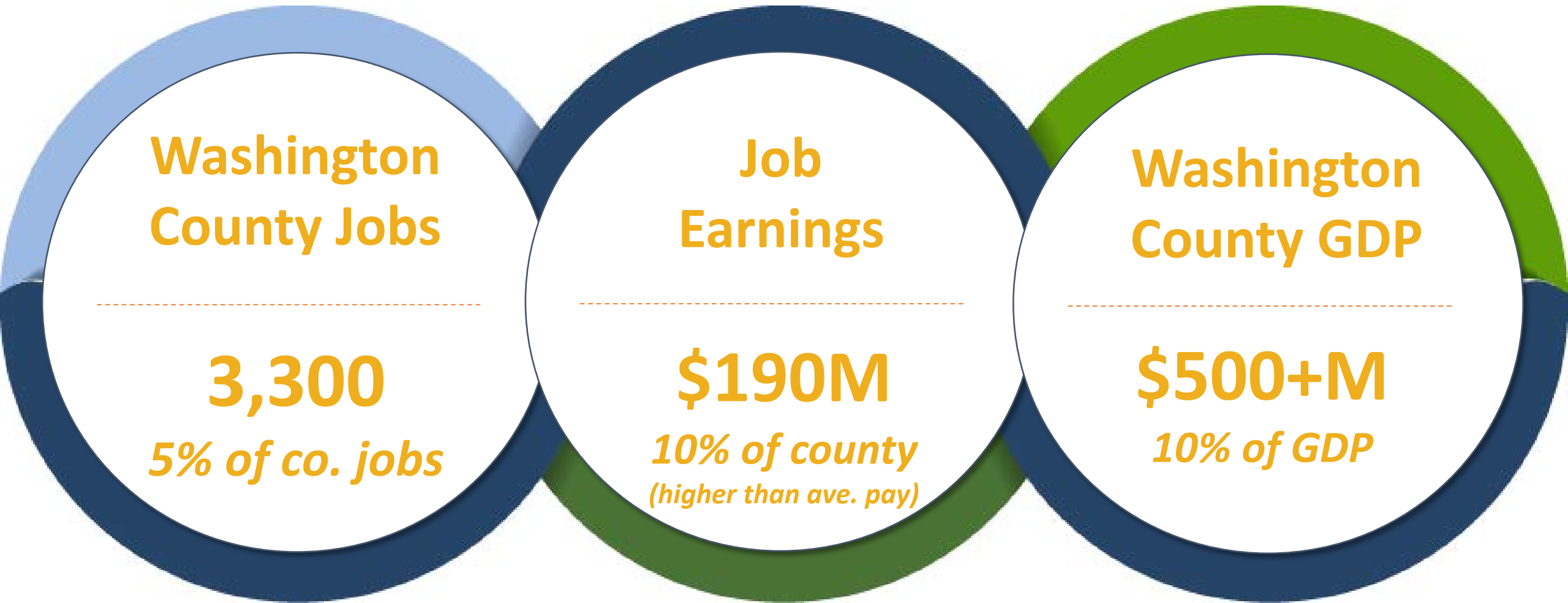
\$520,000+
*3rd largest property
tax payer*

**Charity
Care**

\$35.7 million
*does not include
bad debt*

Dixie Regional, Washington County and
Dept. of Workforce Services 2018 Data

Dixie's Economic Contribution to Washington County



Dixie Regional and Washington County 2017 Data

Educating Future Dixie Regional Caregivers



\$630,000

Provided for RN
education in 2018
(126 new RNs)



976+

Nursing students
trained in 2018
(125,185 hours)



\$170,000 (2015-18)

\$140,000 for “Diversity in
Nursing” scholarships
at DSU (in 2015-19)
+
\$15,000 DSU PreMed
\$15,000 AAUW health
scholarships



\$723,000+

Provided tuition
reimbursement to
284 caregivers
in 2018

The hand of philanthropy is everywhere



Michelle Rudd
Breast Cancer Survivor



KC Heaton
Brain Tumor Survivor



Britton Shipp
Head Trauma Survivor



Ross Taylor
1st Open-Heart Patient

Community donors have gifted millions to advance local healthcare. Thank you!



Intermountain Foundation®
Dixie Regional Medical Center

Questions?





St George City

May 16, 2019

FULLTIME STAFF



Jeriah Threlfall
Executive Director
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jeriah@growsga.com



Rusty Hughes
Assistant Director
435-879-4399
rusty@growsga.com

BOARD MEMBERS



LaDel Laub
CEO of Dixie Power and
Chairman of the Board



Lowry Snow
Utah State Representative,
District 74



Linda Baker
Executive Director at
Habitat for Humanity
of Southwest Utah



Mari Krashowetz
Executive Officer of
Southern Utah
Home Builders Association



Jon Pike
St George City Mayor and
Regional Operations Director
for Select Health



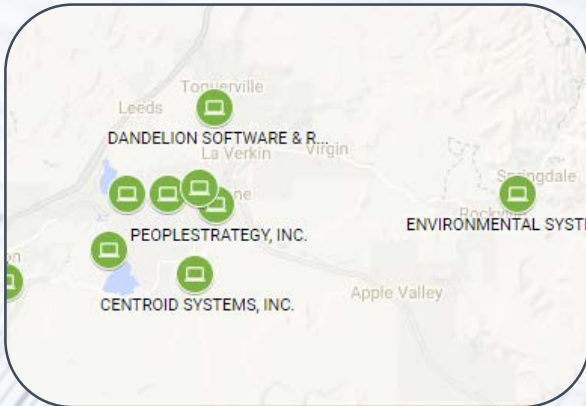
Biff Williams
President of
Dixie State University



Dean Cox
Washington County
Commissioner

PROMOTE PROSPERITY

1



Collect and Provide Data:
Industry Map

2



Traditional Economic Development:
Targeted business recruitment and expansions

3



Non Traditional Economic Development:
Projects that make our area more attractive

4

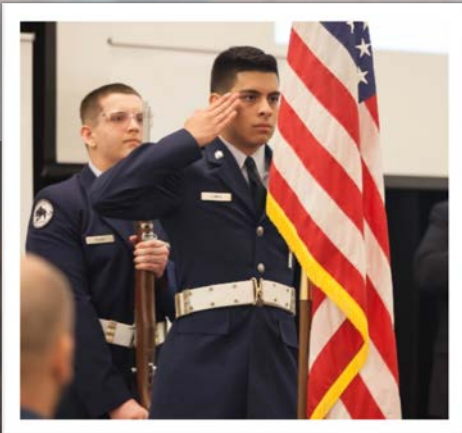
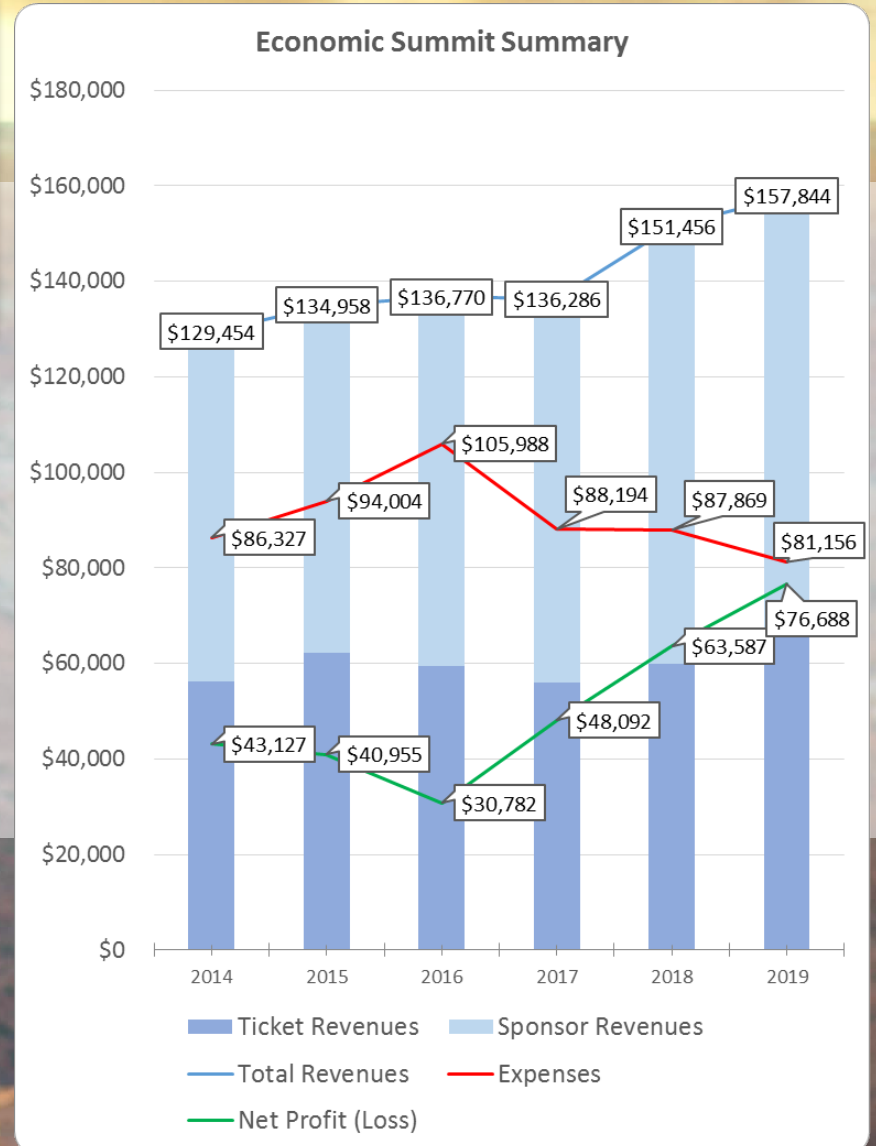


Economic Summit:
Promote local economy /
fundraise for organization

ECONOMIC SUMMIT



	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Total Summit Revenues	4.3%	1.3%	-0.4%	11.1%	4.2%
Ticket Revenues	11.0%	-4.5%	-5.9%	7.1%	9.8%
Sponsor Revenues	-0.9%	6.3%	3.9%	13.9%	0.5%
Expenses	8.9%	12.7%	-16.8%	-0.4%	-7.6%
Net Profit/Loss	-5.0%	-24.8%	56.2%	32.2%	20.6%



New Partners

New Partners - 2018

1. Naylor Wentworth Lund Architects
2. World Trade Center Utah
3. Safari Hospitality
4. Clyde Companies
5. Utah Governor's Office of Economic Development
6. DSU Business Resource Center
7. Associated General Contractors of Utah



New Sponsors



New Summit Sponsors – 2019 Event

1. Safari Hospitality
2. Clyde Companies
3. Utah Governor's Office of Economic Development
4. DSU Business Resource Center
5. Associated General Contractors of Utah



SITE VISITS & FAM TOURS

✓ **FAM TOURS**

1. February 9-10, 2018 – Project Molly
2. May 24-25, 2018 – Project Orwell
3. October 3-5, 2018 – Project Orwell
4. October 4-5, 2018 – Site Selector & EDCUtah
5. November 8, 2018 – Project Bell
6. **March 7-8, 2019 – Project Molly**
7. **March 4, 2019 – Project Patriot**

✓ **SITE VISITS**

1. July 19, 2018 – Jeriah visits Project Orwell
2. July 20, 2018 – Jeriah visits Project Molly



Current Business Recruitment Projects

- **NoCal** – in process of signing lease!
- **Patriot** – has placed offer on building!
- **Molly** – working on incentive package
- **Bell** – has visited St George
- **Gamma** – multiple site visits
- **3 Expansions** – 500+ jobs, \$64M



Traditional Economic Development:

Targeted business recruitment and expansions



TECH RIDGE

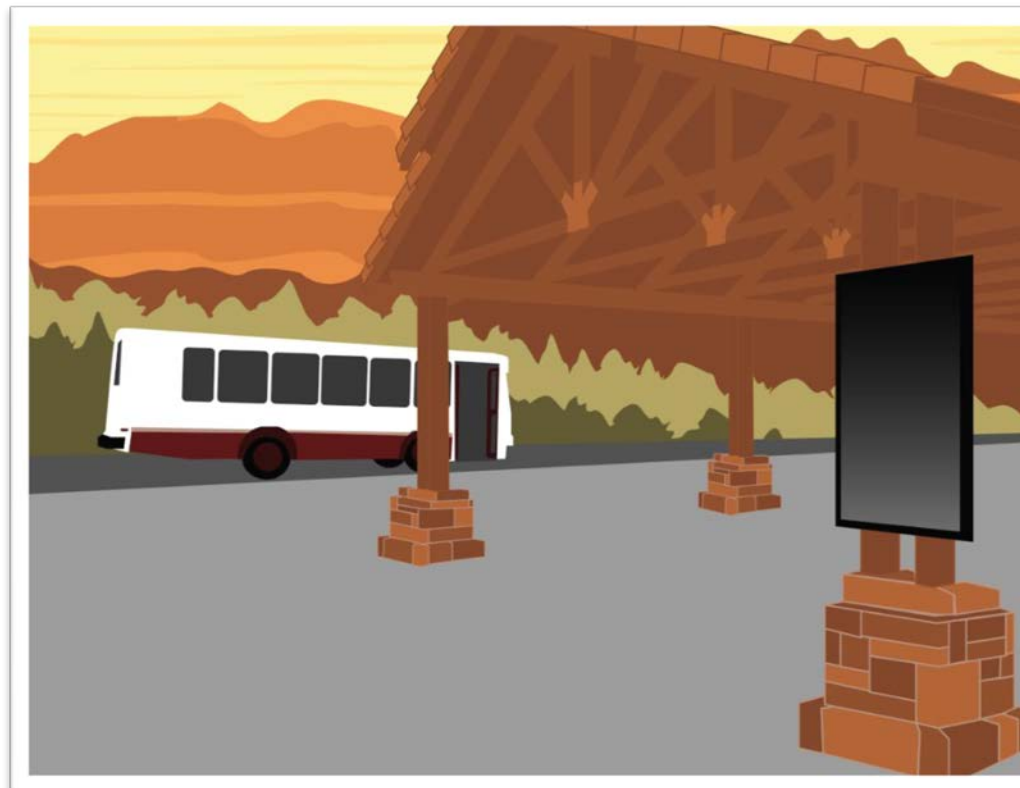


Current Innovative Project

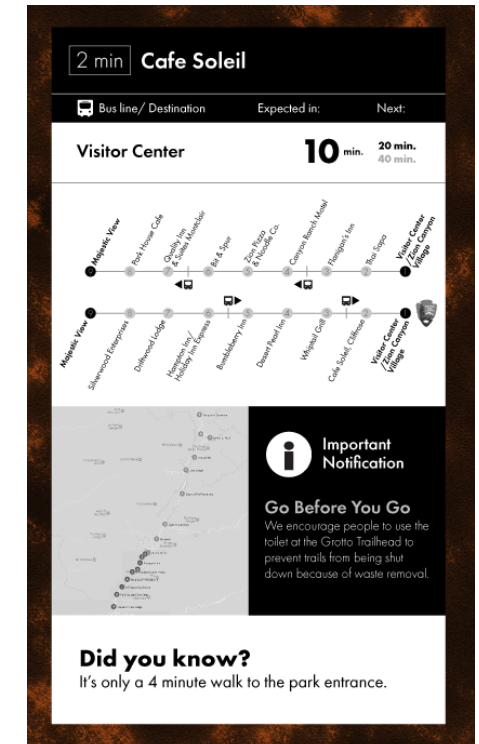
Project ParkData

- Collaborative project with DSU, Zion NPS, Jason Pitts
- 40 students involved in project
- 4 student-interns developing software/hardware

- **2 Official Research Permits**
- **Live data** from an advanced network of sensors **gathering information** from trails, shuttles, vehicles and parking.
- **Inform visitors**, businesses and the Park with live and forecasted data
- **Display data** on mobile, outdoor signs and on shuttles.



Non Traditional Economic Development



Current Innovative Project

Project Futures: Multi-use Track

- Public/Private Project
- EDA zone for target industries
 - Police and Highway Patrol Training
 - Autonomous Vehicles Testing
 - Auto Manufacturing



Non Traditional Economic Development:

Innovative projects that make our area more attractive

BUSINESS VISITS - 50

Businesses Visited:

- | | |
|------------------------------------|---|
| 1. 5N Semiconductor | 26. Method Studio |
| 2. Associated General Contractors | 27. Milliken & Co. |
| 3. Beehive Industrial | 28. Motion Port |
| 4. Berry's Manufacturing | 29. Mountain West Small Business Finance |
| 5. Bonneville Builders | 30. NAI Excel |
| 6. Cache Valley Bank | 31. Networkr |
| 7. Canyon Media | 32. Paparazzi |
| 8. Cherry Creek | 33. People's Town and Country Bank |
| 9. Collier's International | 34. RAM Manufacturing |
| 10. Czarnowski's | 35. Soltis Investment Advisors |
| 11. Dean Foods | 36. Southern Utah Home Builders Association |
| 12. Desert Color | 37. Southern Utah Title Company |
| 13. Desert Laboratories | 38. State Bank of Southern Utah |
| 14. Dixie Power | 39. SunRoc Corp. |
| 15. Dixie Regional Medical Center | 40. TCN |
| 16. Dominion Gas Company | 41. TDS Telecom |
| 17. DOMO | 42. Watchman Technologies |
| 18. Durham Jones & Pinegar | 43. Watts Construction |
| 19. DxNA | 44. Wells Fargo Bank |
| 20. Fort Pierce Business Park | 45. Wilson Electronics |
| 21. Hinton Burdick CPAs & Advisors | 46. Wittwer Management (Boulevard Home Furnishings) |
| 22. Jones Waldo | 47. Worker's Compensation Fund of Utah |
| 23. Ken Garff St. George Ford | 48. YESCO |
| 24. Linx CRE | 49. Zions First National Bank |
| 25. Litehouse Foods | 50. Zonos |



AREA SECTOR ANALYSIS PROCESS (ASAP)



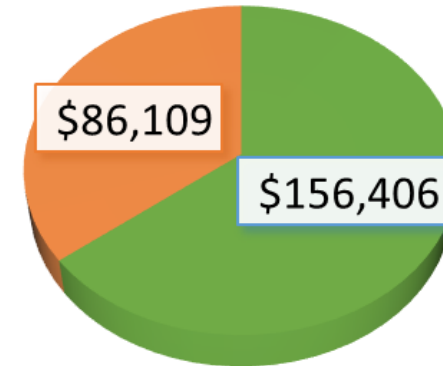
- ✓ Define community goals and priorities
- ✓ Develop community assets
- ✓ Identify industry needs
- ✓ Recruit businesses that are consistent with the community's goals and priorities
- ❑ Foster city by city niches and provide details for each on city webpages at growsga.com
- ❑ Build relationships within community that support and promote ED goals and priorities



ROI - Business Recruitment and Expansion Projects

SGAED Projects	2018 Assessed Value		Prop Tax
Family Dollar	\$	34,622,800	\$ 347,821
Dean Foods	\$	13,892,600	\$ 139,565
Czarnowski Display	\$	5,882,100	\$ 59,092
Milliken & Co	\$	4,582,900	\$ 46,040
Enviornmental Stoneworks	\$	2,489,800	\$ 25,013
YESCO	\$	5,163,400	\$ 51,872
5N Semiconductor	\$	2,854,000	\$ 28,671
Industrial Brush Co	\$	4,143,200	\$ 41,623
Viracon Co.	\$	14,579,400	\$ 146,465
Speed Tech Performance	\$	5,057,500	\$ 50,808
RAM	\$	3,397,300	\$ 34,129
Wilson Electronics	\$	1,947,600	\$ 19,566
Berry Manufacturing	\$	1,403,400	\$ 14,099
Allconnect	\$	3,099,300	\$ 31,136
Caption Call	\$	5,606,600	\$ 56,324
Lighthouse Foods	\$	5,512,800	\$ 63,601
Wal-Mart Distribution	\$	24,937,400	\$ 287,703
Orgill	\$	16,758,300	\$ 193,341
Warner Truck Co.	\$	337,300	\$ 3,891
Pepsi Co.	\$	1,329,300	\$ 15,336
KPI Concepts Inc.	\$	3,245,600	\$ 37,444
2018 Assessed Value		Prop Tax	
Total	\$	160,842,600	\$ 1,693,537

**2018 PROPERTY TAX REVENUES
BY CITY**



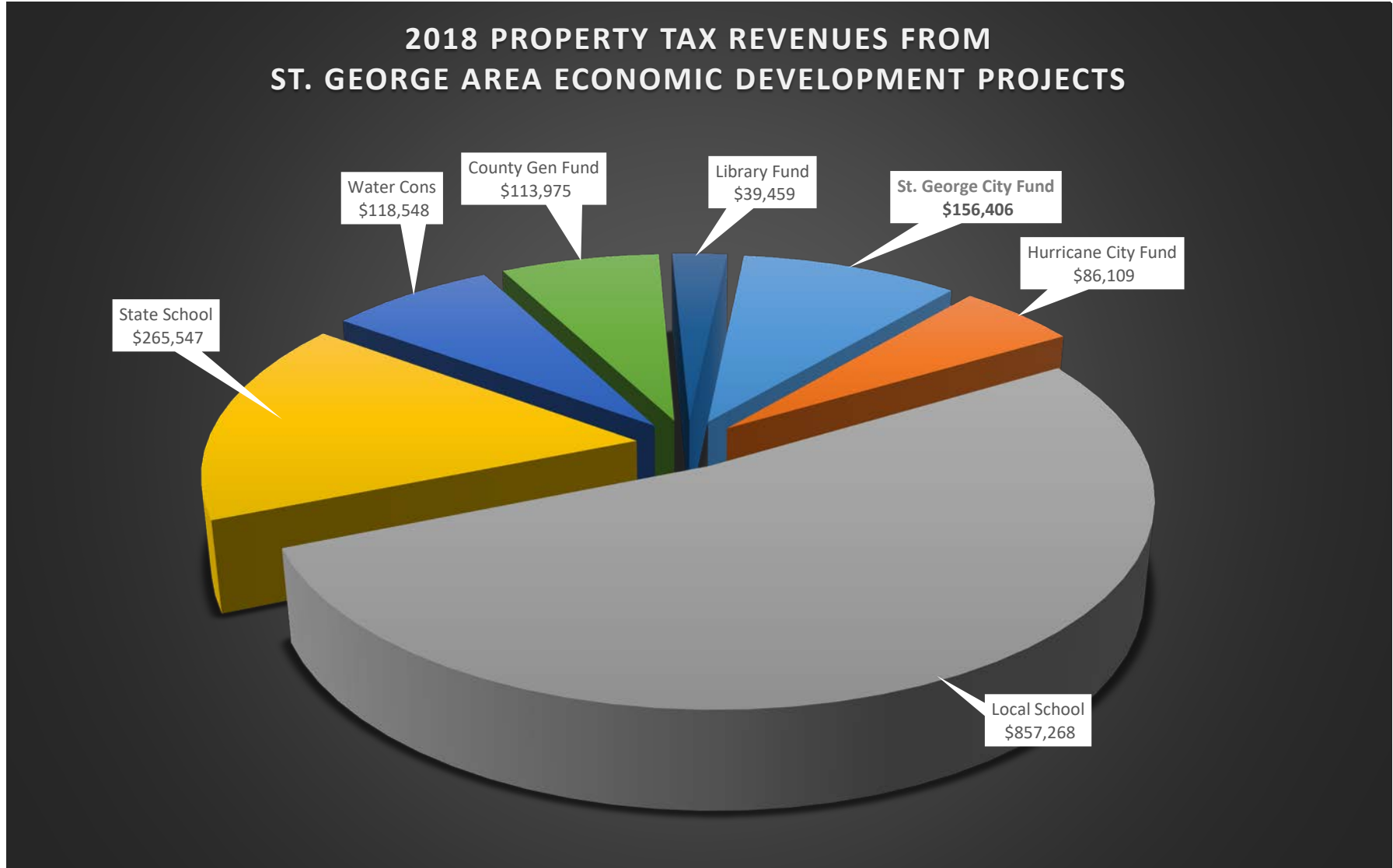
■ St. George City Fund ■ Hurricane City Fund

\$67,000

Annual Investment

ST GEORGE AREA
ECONOMIC DEVELOPMENT

Annual ROI – Property Taxes Collected



Traditional Economic Development:
Targeted business recruitment and expansions

\$67,000
Annual Investment



ST GEORGE AREA
ECONOMIC DEVELOPMENT

Thank You St. George City!



DRAFT

Agenda Item Number : 1a

Request For Council Action

Date Submitted 05/07/2019 04:33 PM

**Proposed City Council
Date** 05/16/2019

Applicant Jeff Peay

Subject Consider award of bid to Feller Enterprises for the Horseman Park Drive Landscape and Drainage Project.

Background This project includes installation of landscape along the south side of Horseman Park Drive from Little Valley Road to 3000 East and also includes a retaining wall and increased height of the existing masonry block wall on the east end. Work includes removals, site grading, retaining wall, masonry wall, landscape, irrigation, asphalt paving, and other related work items. The City received a total of five (5) bids for the project.

Proposed Resolution Staff recommends approval

Cost \$\$174,075.00

City Manager NULL

Recommendation

Action Taken NULL

Requested by Brett Whitelaw

File Attachments bidset19-
017horsemanparkdrivelandscapedrainagebidtab050719163359.pdf

Approved by Legal Yes
Department?

Approved by City Admin Yes
Services?

Approved in Budget? Yes **Amount:** 215000

19-017 BID TABULATION
HORSEMAN PARK DRIVE LANDSCAPE & DRAINAGE

BASE BID				Engineer's Estimate		Feller Enterprises		Interstate Rock Products		Royal T Enterprises		Nichols Building LLC		Meadow Valley Contractors	
ITEM NO.	ITEM DESCRIPTION / BID ITEM	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GENERAL CONSTRUCTION															
G1	MOBILIZATION	1	LUMP	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 21,000.00	\$ 21,000.00	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00	\$ 42,700.00	\$ 42,700.00
G2	TRAFFIC CONTROL	1	LUMP	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,050.00	\$ 3,050.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,480.00	\$ 8,480.00
G3	SURVEY	1	LUMP	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,900.00	\$ 3,900.00
CIVIL CONSTRUCTION															
C1	GRANULAR BORROW	400	TON	\$ 25.00	\$ 10,000.00	\$ 10.00	\$ 4,000.00	\$ 33.50	\$ 13,400.00	\$ 30.00	\$ 12,000.00	\$ 50.00	\$ 20,000.00	\$ 25.50	\$ 10,200.00
C2	GROUT SOLID EXISTING CMU WALL	15	CU YD	\$ 500.00	\$ 7,500.00	\$ 150.00	\$ 2,250.00	\$ 150.00	\$ 2,250.00	\$ 400.00	\$ 6,000.00	\$ 300.00	\$ 4,500.00	\$ 257.00	\$ 3,855.00
C3	PRECAST CONCRETE BLOCK RETAINING WALL	1,300	SQ FT	\$ 35.00	\$ 45,500.00	\$ 20.75	\$ 26,975.00	\$ 26.50	\$ 34,450.00	\$ 33.00	\$ 42,900.00	\$ 50.00	\$ 65,000.00	\$ 36.50	\$ 47,450.00
C4	CONCRETE MASONRY BLOCK WALL EXTENSION	900	SQ FT	\$ 12.00	\$ 10,800.00	\$ 9.00	\$ 8,100.00	\$ 19.00	\$ 17,100.00	\$ 20.00	\$ 18,000.00	\$ 25.00	\$ 22,500.00	\$ 17.00	\$ 15,300.00
C5	REMOVE AND REPLACE PEDESTRIAN TRAIL	1,200	SQ FT	\$ 6.00	\$ 7,200.00	\$ 5.00	\$ 6,000.00	\$ 6.60	\$ 7,920.00	\$ 10.00	\$ 12,000.00	\$ 10.00	\$ 12,000.00	\$ 5.40	\$ 6,480.00
LANDSCAPE & IRRIGATION CONSTRUCTION															
L1	RAIN BIRD CONTROL ZONE KIT, MODEL NO. X CZ-100-PRB-COM	10	EACH	\$ 440.00	\$ 4,400.00	\$ 400.00	\$ 4,000.00	\$ 290.00	\$ 2,900.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00	\$ 754.00	\$ 7,540.00
L2	TORO TWO-WIRE DECODER, MODEL NO. SB-DDC-1	10	EACH	\$ 280.00	\$ 2,800.00	\$ 250.00	\$ 2,500.00	\$ 200.00	\$ 2,000.00	\$ 210.00	\$ 2,100.00	\$ 200.00	\$ 2,000.00	\$ 245.00	\$ 2,450.00
L3	2" NIBCO GATE VALVE	10	EACH	\$ 300.00	\$ 3,000.00	\$ 500.00	\$ 5,000.00	\$ 69.50	\$ 695.00	\$ 72.00	\$ 720.00	\$ 80.00	\$ 800.00	\$ 314.00	\$ 3,140.00
L4	1" SIGNATURE QUICK COUPLER	2	EACH	\$ 160.00	\$ 320.00	\$ 140.00	\$ 280.00	\$ 98.50	\$ 197.00	\$ 102.00	\$ 204.00	\$ 100.00	\$ 200.00	\$ 234.00	\$ 468.00
L5	PULL BOX	7	EACH	\$ 100.00	\$ 700.00	\$ 95.00	\$ 665.00	\$ 69.50	\$ 486.50	\$ 72.00	\$ 504.00	\$ 80.00	\$ 560.00	\$ 40.00	\$ 280.00
L6	2" SCH 40 PVC MAINLINE	1,900	LN FT	\$ 5.00	\$ 9,500.00	\$ 4.50	\$ 8,550.00	\$ 3.75	\$ 7,125.00	\$ 4.00	\$ 7,600.00	\$ 4.00	\$ 7,600.00	\$ 3.00	\$ 5,700.00
L7	DETECTABLE WARNING TAPE (PURPLE)	1,900	LN FT	\$ 0.65	\$ 1,235.00	\$ 0.55	\$ 1,045.00	\$ 0.12	\$ 228.00	\$ 0.15	\$ 285.00	\$ 0.15	\$ 285.00	\$ 0.30	\$ 570.00
L8	1" TORO BLUE STRIPE HOSE, MODEL NO. T-EHD2667-066	6,000	LN FT	\$ 0.85	\$ 5,100.00	\$ 0.85	\$ 5,100.00	\$ 0.41	\$ 2,460.00	\$ 0.45	\$ 2,700.00	\$ 0.50	\$ 3,000.00	\$ 0.50	\$ 3,000.00
L9	4" SCH 40 PVC SLEEVE	250	LN FT	\$ 13.30	\$ 3,325.00	\$ 12.00	\$ 3,000.00	\$ 9.30	\$ 2,325.00	\$ 10.00	\$ 2,500.00	\$ 10.00	\$ 2,500.00	\$ 4.00	\$ 1,000.00
L10	IRRIGATION CONTROLLER WIRE – 14 U.F. TWO-WIRE BLUE MAXI-WIRE	1950	LN FT	\$ 1.25	\$ 2,437.50	\$ 1.20	\$ 2,340.00	\$ 0.87	\$ 1,696.50	\$ 0.90	\$ 1,755.00	\$ 1.00	\$ 1,950.00	\$ 0.85	\$ 1,657.50
L11	1" SCH 40 PVC CONDUIT – GRAY	1950	LN FT	\$ 1.50	\$ 2,925.00	\$ 1.50	\$ 2,925.00	\$ 2.05	\$ 3,997.50	\$ 2.10	\$ 4,095.00	\$ 2.00	\$ 3,900.00	\$ 1.70	\$ 3,315.00
L12	TORO 5/8" DRIP-IN PC, MODEL NO. PCB1810-12 WITH 1.0 GPH, 12" EMITTER SPACING	2,550	LN FT	\$ 0.35	\$ 892.50	\$ 0.30	\$ 765.00	\$ 0.87	\$ 2,218.50	\$ 1.00	\$ 2,550.00	\$ 1.00	\$ 2,550.00	\$ 2.80	\$ 7,140.00
L13	RAIN BIRD 1/4" DISTRIBUTION TUBING, MODEL NO. PT-025	6,300	LN FT	\$ 0.25	\$ 1,575.00	\$ 0.30	\$ 1,890.00	\$ 0.21	\$ 1,323.00	\$ 0.25	\$ 1,575.00	\$ 0.25	\$ 1,575.00	\$ 0.55	\$ 3,465.00
L14	RAIN BIRD 1/4" TUBING STAKE WITH BUG CAP, MODEL # TS-025WCAP	1,750	EACH	\$ 0.30	\$ 525.00	\$ 0.30	\$ 525.00	\$ 0.29	\$ 507.50	\$ 0.30	\$ 525.00	\$ 0.50	\$ 875.00	\$ 0.40	\$ 700.00
L15	RAIN BIRD 2.0 GPH SINGLE OUTLET EMITTER, MODEL # XB-20PC (RED)	1,750	EACH	\$ 0.30	\$ 525.00	\$ 0.40	\$ 700.00	\$ 0.29	\$ 507.50	\$ 0.30	\$ 525.00	\$ 0.50	\$ 875.00	\$ 0.35	\$ 612.50
L16	BOULDER – 2' TO 3' DIA. TAN LIMESTONE	96	EACH	\$ 35.00	\$ 3,360.00	\$ 28.00	\$ 2,688.00	\$ 29.00	\$ 2,784.00	\$ 40.00	\$ 3,840.00	\$ 35.00	\$ 3,360.00	\$ 74.00	\$ 7,104.00
L17	BOULDER – 5' TO 6' DIA. TAN LIMESTONE	92	EACH	\$ 50.00	\$ 4,600.00	\$ 45.00	\$ 4,140.00	\$ 40.50	\$ 3,726.00	\$ 45.00	\$ 4,140.00	\$ 50.00	\$ 4,600.00	\$ 137.00	\$ 12,604.00
L18	ROCK COBBLE – 6" DEPTH, 4-6" JACKSON VALLEY RIVER ROCK	221	CU YD	\$ 75.00	\$ 16,575.00	\$ 65.00	\$ 14,365.00	\$ 90.50	\$ 20,000.50	\$ 95.00	\$ 20,995.00	\$ 100.00	\$ 22,100.00	\$ 144.00	\$ 31,824.00
L19	ROCK MULCH – 2" DEPTH, ¼" MINUS REBEL RED	119	CU YD	\$ 70.00	\$ 8,330.00	\$ 62.00	\$ 7,378.00	\$ 100.00	\$ 11,900.00	\$ 110.00	\$ 13,090.00	\$ 110.00	\$ 13,090.00	\$ 131.00	\$ 15,589.00
L20	5'X5'X5' SUMP	1	EACH	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 950.00	\$ 950.00	\$ 1,800.00	\$ 1,800.00	\$ 5,000.00	\$ 5,000.00	\$ 1,710.00	\$ 1,710.00
L21	24" BOX TREE - BURGANDY LACE DESERT WILLOW (MULTI-STEM)	35	EACH	\$ 300.00	\$ 10,500.00	\$ 250.00	\$ 8,750.00	\$ 230.00	\$ 8,050.00	\$ 235.00	\$ 8,225.00	\$ 225.00	\$ 7,875.00	\$ 303.00	\$ 10,605.00
L22	24" BOX TREE – WATERMELON RED CRAPE MYRTLE (MULTI-STEM)	28	EACH	\$ 300.00	\$ 8,400.00	\$ 250.00	\$ 7,000.00	\$ 230.00	\$ 6,440.00	\$ 235.00	\$ 6,580.00	\$ 225.00	\$ 6,300.00	\$ 303.00	\$ 8,484.00

BASE BID				Engineer's Estimate		Feller Enterprises		Interstate Rock Products		Royal T Enterprises		Nichols Building LLC		Meadow Valley Contractors	
ITEM NO.	ITEM DESCRIPTION / BID ITEM	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
L23	24" BOX TREE – MAVERICK MESQUITE (MULTI-STEM)	22	EACH	\$ 300.00	\$ 6,600.00	\$ 250.00	\$ 5,500.00	\$ 230.00	\$ 5,060.00	\$ 235.00	\$ 5,170.00	\$ 225.00	\$ 4,950.00	\$ 325.00	\$ 7,150.00
L24	15 GALLON SHRUB – YELLOW BIRD OF PARADISE	10	EACH	\$ 150.00	\$ 1,500.00	\$ 120.00	\$ 1,200.00	\$ 160.00	\$ 1,600.00	\$ 165.00	\$ 1,650.00	\$ 150.00	\$ 1,500.00	\$ 91.50	\$ 915.00
L25	5 GALLON SHRUB – STARN COYOTE BUSH	65	EACH	\$ 30.00	\$ 1,950.00	\$ 20.00	\$ 1,300.00	\$ 32.50	\$ 2,112.50	\$ 35.00	\$ 2,275.00	\$ 40.00	\$ 2,600.00	\$ 22.00	\$ 1,430.00
L26	5 GALLON SHRUB – GRAY DESERT SPOON	23	EACH	\$ 30.00	\$ 690.00	\$ 22.00	\$ 506.00	\$ 32.50	\$ 747.50	\$ 35.00	\$ 805.00	\$ 40.00	\$ 920.00	\$ 20.50	\$ 471.50
L27	5 GALLON SHRUB – RED YUCCA	67	EACH	\$ 30.00	\$ 2,010.00	\$ 20.00	\$ 1,340.00	\$ 28.00	\$ 1,876.00	\$ 29.00	\$ 1,943.00	\$ 40.00	\$ 2,680.00	\$ 20.50	\$ 1,373.50
L28	5 GALLON SHRUB – PETITE PINKIE CRAPE MYRTLE	19	EACH	\$ 30.00	\$ 570.00	\$ 30.00	\$ 570.00	\$ 44.00	\$ 836.00	\$ 45.00	\$ 855.00	\$ 50.00	\$ 950.00	\$ 34.50	\$ 655.50
L29	5 GALLON SHRUB – GRAY CLOUD TEXAS SAGE	55	EACH	\$ 30.00	\$ 1,650.00	\$ 20.00	\$ 1,100.00	\$ 25.50	\$ 1,402.50	\$ 25.00	\$ 1,375.00	\$ 35.00	\$ 1,925.00	\$ 20.50	\$ 1,127.50
L30	5 GALLON SHRUB – HEAVENLY CLOUD TEXAS SAGE	53	EACH	\$ 30.00	\$ 1,590.00	\$ 20.00	\$ 1,060.00	\$ 25.50	\$ 1,351.50	\$ 25.00	\$ 1,325.00	\$ 35.00	\$ 1,855.00	\$ 20.50	\$ 1,086.50
L31	5 GALLON SHRUB – CIMARRON CUP-LEAF BLUE SAGE	99	EACH	\$ 30.00	\$ 2,970.00	\$ 20.00	\$ 1,980.00	\$ 25.50	\$ 2,524.50	\$ 25.00	\$ 2,475.00	\$ 35.00	\$ 3,465.00	\$ 20.50	\$ 2,029.50
L32	5 GALLON SHRUB – DWARF RED OLEANDER	57	EACH	\$ 30.00	\$ 1,710.00	\$ 20.00	\$ 1,140.00	\$ 25.50	\$ 1,453.50	\$ 25.00	\$ 1,425.00	\$ 35.00	\$ 1,995.00	\$ 20.50	\$ 1,168.50
L33	5 GALLON SHRUB – ARIZONA ROSEWOOD	34	EACH	\$ 30.00	\$ 1,020.00	\$ 30.00	\$ 1,020.00	\$ 37.00	\$ 1,258.00	\$ 40.00	\$ 1,360.00	\$ 50.00	\$ 1,700.00	\$ 34.50	\$ 1,173.00
L34	2 GALLON SHRUB – RED CARPET ROSE	64	EACH	\$ 40.00	\$ 2,560.00	\$ 32.00	\$ 2,048.00	\$ 37.00	\$ 2,368.00	\$ 40.00	\$ 2,560.00	\$ 50.00	\$ 3,200.00	\$ 20.50	\$ 1,312.00
L35	1 GALLON SHRUB – DESERT DAISY	143	EACH	\$ 15.00	\$ 2,145.00	\$ 10.00	\$ 1,430.00	\$ 18.50	\$ 2,645.50	\$ 20.00	\$ 2,860.00	\$ 25.00	\$ 3,575.00	\$ 11.50	\$ 1,644.50
L36	1 GALLON SHRUB – FIRECRACKER PENSTEMON	46	EACH	\$ 15.00	\$ 690.00	\$ 10.00	\$ 460.00	\$ 18.50	\$ 851.00	\$ 20.00	\$ 920.00	\$ 25.00	\$ 1,150.00	\$ 11.50	\$ 529.00
L37	1 GALLON SHRUB – GERMANDER	137	EACH	\$ 15.00	\$ 2,055.00	\$ 10.00	\$ 1,370.00	\$ 18.50	\$ 2,534.50	\$ 20.00	\$ 2,740.00	\$ 25.00	\$ 3,425.00	\$ 11.50	\$ 1,575.50
L38	5 GALLON GRASS – KARL FOERSTER GRASS	97	EACH	\$ 30.00	\$ 2,910.00	\$ 20.00	\$ 1,940.00	\$ 25.50	\$ 2,473.50	\$ 25.00	\$ 2,425.00	\$ 35.00	\$ 3,395.00	\$ 23.00	\$ 2,231.00
L39	5 GALLON GRASS – DEER GRASS	64	EACH	\$ 30.00	\$ 1,920.00	\$ 20.00	\$ 1,280.00	\$ 25.50	\$ 1,632.00	\$ 25.00	\$ 1,600.00	\$ 35.00	\$ 2,240.00	\$ 20.50	\$ 1,312.00
L40	GRADING FOR EQUESTRIAN TRAIL / LANDSCAPE	130	CU YD	\$ 20.00	\$ 2,600.00	\$ 20.00	\$ 2,600.00	\$ 18.50	\$ 2,405.00	\$ 30.00	\$ 3,900.00	\$ 25.00	\$ 3,250.00	\$ 11.50	\$ 1,495.00
BASE BID TOTAL					\$ 234,165.00			\$ 174,075.00			\$ 249,871.00			\$ 287,770.00	\$ 296,002.50
Bid Estimate Submitted							174,075.00	219,719.00		249,871.00		287,513.50		296,002.50	

DRAFT

Agenda Item Number : 1b

Request For Council Action

Date Submitted 05/08/2019 11:13 AM

**Proposed City Council
Date** 05/16/2019

Applicant Water Services

Subject Consider approval of a Professional Services Agreement with Corrosion Control Technologies, LLC for the design and construction management of a cathodic protection system for the Ledges and City Creek Wells.

Background The three (3) wells located in the Ledges area and the City Creek well tend to experience corrosion to the well casing, column pipe, tube, and shaft more than what is expected. This PSA is for the design of a cathodic protection system, utilizing a deep anode ground bed, and for the construction management and inspection of the anode bed installation.

Proposed Resolution Water Services Staff recommends approval of the Professional Services Agreement with Corrosion Control Technologies, LLC.

Cost \$\$31,130

**City Manager
Recommendation** NULL

Action Taken NULL

Requested by Scott Taylor

File Attachments waterwells corrosion protection corrosion control tech jeff mattson psa4-25-2019050819113911.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

Approved in Budget? Yes **Amount:** \$60,500 (part of general professional services)



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR LEDGES AND CITY CREEK WATER WELL CORROSION CONTROL WITH CORROSION
CONTROL TECHNOLOGIES**

This Agreement is made and entered into this ____ day of _____, 2019, 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 Corrosion Control Technologies, Inc, with offices at 7952 S. siesta Drive, Cottonwood Heights, Utah 84093 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide corrosion engineering services including bid documents for the Ledges and City Creek Water Well Corrosion Control Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal 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 upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. 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 "B".

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 subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- 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.
- 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 \$1,000,000.00 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.
 - iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Product/completed operations hazard.
 - 4. Contractual insurance.
 - 5. Broad form property damage, including completed operations.
 - 6. Independent contractors for vicarious liability.
 - 7. Personal injury.
 - 8. 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 \$2,000,000.00 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 three (3) 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 three (3) 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 \$1,000,000.00 Dollars for one person and \$1,000,000.00 Dollars for more than one person and for

property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

- 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 which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - 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 CONSULTANT, 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 | CONSULTANT: | Corrosion Control Technologies |
| | 175 East 200 North | | P. O. Box 901086 |
| | St. George, Utah 84770 | | Sandy, Utah 84090-1086 |
| Attention: | Kade Bringham | Attention: | Jeffrey L. Mattson |
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: CORROSION CONTROL
TECHNOLOGIES

Jonathan T. Pike, Mayor

Jeffrey L. Mattson

Attested:

Approved as to form:

Christina Fernandez, City Recorder

Paula Houston, Deputy City Attorney

EXHIBIT A



April 25, 2019

A140.BD

Mr. Kade Bringhurst
City of St. George
811 East Reh Hills Parkway
St. George, Utah 84770

Subject: City Creek and Ledges Water Well Cathodic Protection, Corrosion Engineering Proposal

Dear Mr. Bringhurst;

Thank you for the discussion of water well corrosion issues the City has been experiencing on the City Creek and Ledges well pump columns. Corrosive water conditions will increase the rate of metal loss due to the following corrosion conditions identified in the well construction:

- ◆ General water corrosivity to carbon steel or cast iron.
- ◆ Dissimilar metal corrosion between the SST screen and steel pump/column.
- ◆ Dissimilar metal corrosion between the SST screen and exterior of carbon steel casing.
- ◆ Dissimilar metal corrosion between the SST screen and interior of carbon steel casing.
- ◆ Differential pH corrosion cell between the cemented steel casing and non-cemented steel casing.

Our proposed approach will mitigate four of the five corrosion cells identified. The only corrosion cell that cannot be mitigated is the interior casing dissimilar metal corrosion cell. But the service life of the well will be extended significantly by controlling the other four corrosion cells.

Proposed Project Approach

We are proposing to conduct four tasks to implement corrosion control on the well. The first task is to complete implementation of electrical isolation between pump column and well casing followed by a second task to design a cathodic protection on the pump/column exterior and the well casing exterior. Tasks three and four are for groundbed construction observation and system energizing and testing for a fully operational system.

Task 1 – Well Isolation

We have reviewed the well casing and well head and have already provided the best methods for electrically isolate the pump and column pipe from the well casing. It is our understanding that electrical isolation provisions have been installed on both wells, but have not been tested to verify electrical isolation has been fully achieved.

We will perform electrical testing to ensure the pump and column are electrically isolated from the well casing and the electrical grounding system. Recommendations for correcting electrical isolation will be provided, where necessary.

We have included one trip to St George for field testing associated with Tasks 1 and 2, which will be completed during the same trip.

Task 2 – Cathodic Protection

Design of the cathodic protection system for the pump column and well casing would be performed after pump column is installed to permit E-Log-I current requirement testing on the pump column and well casing. If the pump column and well casing are electrically shorted, the well casing will be tested and current estimated for the pump column.

Cathodic protection design would utilize a single deep anode groundbed with dual rectifiers. We would provide assistance with bidding of the design. Work to include preparation of the bid schedule, general requirements and technical specifications, and drawings. Bidding documents, agreement, general conditions, and supplemental conditions would be based on City of St. George standard documents.

Task 3 – Construction Services

We are proposing to provide submittal review and inspection services during deep anode groundbed construction to ensure conformance to state regulations, the drawings and specifications, and proper construction practices. We have included one trip to St George for groundbed inspection services associated with Tasks 3.

Rectifier installation inspection to be performed by the City inspectors as required to ensure proper installation. Construction services would end with functional testing of the cathodic protection system by the Contractor, which will be performed in conjunction with Task 4, Energizing and Testing.

Task 4 – Energizing and Testing

With the completion of functional testing, we would then conduct the testing and energizing of the system with adjustment of the rectifiers to provide adequate protection of the pump and column pipe and well casing exterior. Data will be recorded and submitted both electronically and in hardcopy for historical recordkeeping. A report on proper operation and maintenance of the system will be provided.

We have included one trip to St George for functional testing and energizing and testing of the system associated with Tasks 3 and 4, which are anticipated to be completed during the same trip.

Proposed Fee

We propose to provide the services associated with each of the listed tasks on a time and expense basis with the total fee not to exceed the amounts listed for each task in Table 1. Fees provided are based on work completed in 2017. Work that may extend into 2018 may be subject to adjustments in labor and expense billing rates to reflect labor and expense changes for the new calendar year.

Table 1
Proposed Fee by Task

Task	Description	Proposed Fee
1	Preliminary Design	\$5,170
2	Cathodic Protection Design	\$8,630
3	Construction Services	\$13,220
4	Energizing and Testing	\$4,110
Total Fee		\$31,130

CCT presently maintains the following insurance coverages:

Workman's compensation	\$1,000,000 per claim
General Liability	\$1,000,000 occurrence/\$2,000,000 aggregate
Umbrella Liability	\$4,000,000 aggregate
Auto Liability	\$1,000,000 per claim
Professional Liability	\$2,000,000 per claim

We are looking forward to this opportunity to serve you. Please let us know if you have any questions.

Sincerely,

Corrosion Control Technologies, Inc.



Jeffrey L. Mattson, PE
Corrosion Engineer

EXHIBIT B



ENGINEERING FEE ESTIMATE

City of St. George, Utah Creek and Ledges Well Cathodic Protection A140.BD

Raw Salary Multiplier = 2.45

		2017		Task 1		Task 2		Task 3		Task 4		Task 5			
Task Efforts	Name	Labor	Preliminary Design		Design/Bid Documents		Construction Services		Energize and Test		Not Used		TOTAL OF ALL TASKS		
		Rates	Man-hours	Cost (\$)	Man-hours	Cost (\$)	Man-hours	Cost (\$)	Man-hours	Cost (\$)	Man-hours	Cost (\$)	Man-hours	Cost (\$)	
Administration/Progress Reports	Mattson, Jeff	\$141.00	2	\$282.01	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$282.01	
	Hilling, Stacy	\$60.70	4	\$242.80	2	\$121.40	2	\$121.40	2	\$121.40	0	\$0.00	10	\$607.00	
Field Testing	Mattson, Jeff	\$141.00	16	\$2,256.08	0	\$0.00	0	\$0.00	12	\$1,692.06	0	\$0.00	28	\$3,948.13	
	Hilling, Stacy	\$60.70	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Preliminary Design Report	Mattson, Jeff	\$141.00	8	\$1,128.04	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$1,128.04	
	Hilling, Stacy	\$60.70	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Design Implementation Reviews	Mattson, Jeff	\$141.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
	Hilling, Stacy	\$60.70	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Document Preparation	Mattson, Jeff	\$141.00	0	\$0.00	40	\$5,640.19	0	\$0.00	8	\$1,128.04	0	\$0.00	48	\$6,768.23	
	Hilling, Stacy	\$60.70	0	\$0.00	24	\$1,456.80	0	\$0.00	0	\$0.00	0	\$0.00	24	\$1,456.80	
Bid and Preconstr Services	Mattson, Jeff	\$141.00	0	\$0.00	4	\$564.02	8	\$1,128.04	0	\$0.00	0	\$0.00	12	\$1,692.06	
	Hilling, Stacy	\$60.70	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Construction Inspection	Mattson, Jeff	\$141.00	0	\$0.00	0	\$0.00	60	\$8,460.29	0	\$0.00	0	\$0.00	60	\$8,460.29	
	Hilling, Stacy	\$60.70	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
SUBTOTAL LABOR			30	\$3,908.93	70	\$7,782.42	70	\$9,709.73	22	\$2,941.50	0	\$0.00	192	\$24,342.57	
Expenses	Units	Unit Cost	Quantity	Cost (\$)	Quantity	Cost (\$)	Quantity	Cost (\$)	Quantity	Cost (\$)	Quantity	Cost (\$)	Quantity	Cost (\$)	
Technology Charge	Hour	\$3.00	30	\$90.00	70	\$210.00	70	\$210.00	22	\$66.00	0	\$0.00	192	\$576.00	
Auto Mileage	Mile	\$0.75	700	\$525.00	0	\$0.00	900	\$675.00	700	\$525.00	0	\$0.00	2300	\$1,725.00	
Standard Equipment Fee	Daily	\$40.00	1	\$40.00	0	\$0.00	2	\$80.00	1	\$40.00	0	\$0.00	4	\$160.00	
E-Log-I test equipment	Daily	\$75.00	1	\$75.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$75.00	
Generator	Daily	\$55.00	1	\$55.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$55.00	
Rental Car	Daily	\$85.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Lodging	Daily	\$140.00	1	\$140.00	0	\$0.00	8	\$1,120.00	1	\$140.00	0	\$0.00	10	\$1,400.00	
Food	Daily	\$45.00	2	\$90.00	0	\$0.00	10	\$450.00	2	\$90.00	0	\$0.00	14	\$630.00	
Other Travel	Daily	\$35.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Outside Services	Direct with Mrkup	\$1.10	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Field Supplies	Direct Cost	\$1.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
SUBTOTAL EXPENSES				\$1,015.00		\$210.00		\$2,535.00		\$861.00		\$0.00		\$4,621.00	
SUBTOTAL LABOR AND EXPENSES				\$4,923.93		\$7,992.42		\$12,244.73		\$3,802.50		\$0.00		\$28,963.57	
Contingency Task				5%	\$246.20	5%	\$399.62	5%	\$612.24	5%	\$190.12	5%	\$0.00	\$1,448.18	
Inflation Factor				0%	\$0.00	3%	\$239.77	3%	\$367.34	3%	\$114.07	3%	\$0.00	\$721.19	
TOTAL COST BY TASK				\$5,170.12		\$8,631.81		\$13,224.30		\$4,106.70		\$0.00		\$31,132.93	
NOT TO EXCEED COST BY TASK				\$5,170.00		\$8,630.00		\$13,220.00		\$4,110.00		\$0.00		\$31,130.00	

DRAFT

Agenda Item Number : 1c

Request For Council Action

Date Submitted 05/06/2019 03:13 PM

**Proposed City Council
Date** 05/16/2019

Applicant Cameron Cutler

Subject Consider approval of an agreement with Dixie Power to relocate a power line on west side of the airport.

Background Part of the Airport Runway Repair Project includes obtaining usable fill material located on the airport property on the north and west side of the airport. This required the vehicle service road (VSR) to be relocated including the waterline and utility trench (power, phone, cable). This relocation was identified in the project. The cost to move the joint utility trench (JUT) by Dixie Power has been provided to the City and is for \$68,593.40 for a length of approx. 2,000 lf.

Proposed Resolution Staff recommends approval of the Agreement with Dixie Power to relocate the power line.

Cost \$68,593.40

**City Manager
Recommendation** NULL

Action Taken NULL

Requested by Cameron Cutler

File Attachments dixiepowerinvoicecontractforpowerrelocation050619151326.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** No

Approved in Budget? Yes **Amount:** 2,433,900

71 E. Highway 56
Beryl, UT 84714-5197
Phone: 435-439-5311
Fax: 435-439-5352



145 W. Brigham Rd.
St. George, UT 84790
Phone: 435-673-3297
Fax: 435-673-3315

INVOICE

Date May 3, 2019

WO# 170208

ST GEORGE CITY
ATTN: TOM SKROCKI

RE: Line Extension To: SG CITY - AIRPORT WEST SIDE POWER RELOCATION

Address: BANDED HILLS DRIVE City: ST GEORGE State: UT

Subdivision: ST GEORGE AIRPORT Lot Number(s): WEST SIDE

(Attached is a description of requested service, sketch of the line extension, and details of cost estimate.)

The costs for the above referenced project are:

Project Cost Total: \$ 68,593.40

☐ \$

☐ \$

☐ \$

Amount Due Before Construction Begins: \$ 68,593.40

This cost estimate is good for 30 days, beyond the 30 days the costs will require an update due to the increasing cost of steel and materials. The full cost of construction will need to be paid before you can be placed on our construction schedule. If the full cost of construction is not paid within one year, this work order will be canceled and no refunds will be made of the estimate fees.

These costs include secondary power lines to the lot(s). It will be the responsibility of the lot owner to provide the service drop to the building.

The Cooperative will require the following:

- Customer to furnish all Rights-Of-Way/Easements required by the Cooperative in extending electric services. These Rights-of-Way/Easements will need to be recorded.
- Line Extension Agreement to be signed and returned.
- Full payment for Construction Costs, Impact Fees, and Security Deposit if applicable.
- Excavation to sub-grade before work is to begin. All conduit and conductor installed before curb and gutter is laid. All property corner stakes and lot lines surveyed before starting. **If all requirements are not followed, there will be an additional cost to the customer.**
- Notification of hard excavation including rocks, mud, trash, and high water table. Customer will be charged an additional fee upon completion of the project.
- Signed application form for Membership and Electric Service to be filled out with correct address, subdivision & lot number (If applicable.)

(FAILURE TO DO ANY OF THE ABOVE REQUIREMENTS WILL DELAY THE PROCESS)

The acceptance of the application by the cooperative shall constitute an agreement between the applicant and the cooperative.

Note: All trenching, excavation, backfill and compaction shall be provided by owner to Dixie Power Standards. Compaction test logs shall be provided to Dixie Power Engineering upon completion of project. Disturbed survey monuments set before electrical facilities are installed are owners responsibility.

ESTIMATE VALID FOR 30 DAYS, BEYOND 30 DAYS ESTIMATE MUST BE UPDATED.

Signature of Applicant

Cooperative Acknowledgement

Date

Date



Beryl phone: (435) 439-5311
Dixie phone: (435) 673-3297
Littlefield phone: (928) 347-5870
Fax: (435) 673-3315

Engineering Cost Estimate

Name:	ST GEORGE CITY-TOM SKROCK
Project Description:	SG CITY - AIRPORT WEST SIDE POWER RELOCATION
Location:	ST GEORGE CITY AIRPORT - WEST SIDE ACCESS ROAD
Address:	BANDED HILLS DRIVE ST GEORGE UT

Project Cost Total:	68,593.40
Trenching and Excavation:	-
Switchgear Credits:	-
Sub Total:	\$ 68,593.40
Impact Fees:	0.00
Prepayment Credit:	-
Total Estimated Cost:	\$ 68,593.40

Note: All trenching, excavation, backfill and compaction shall be provided by owner to Dixie Power Standards. Compaction test logs shall be provided to Dixie Power Engineering upon completion of project. Disturbed survey monuments set before electrical facilities are installed are owners responsibility.

ESTIMATE VALID FOR 30 DAYS, BEYOND 30 DAYS ESTIMATE MUST BE UPDATED.

W.O.#: 170208 5/3/2019

DRAFT

Agenda Item Number : 1d

Request For Council Action

Date Submitted 05/09/2019 10:38 AM

**Proposed City Council
Date** 05/16/2019

Applicant Rich Stehmeier

Subject Consider approval of an Airport Hangar Lease with Jordan Valley, LLC for Lot 55A.

Background This is a new hangar lease with Ron Taylor (Jordan Valley, LLC) on lot 55A at the airport.

Proposed Resolution Staff recommends approval of lease agreement with Jordan Valley, LLC.

Cost \$

City Manager NULL

Recommendation

Action Taken NULL

Requested by Cameron Cutler

File Attachments

Approved by Legal Yes

Department?

Approved by City Admin No
Services?

Approved in Budget? N/A **Amount:**

DRAFT

Agenda Item Number : 02

Request For Council Action

Date Submitted 05/06/2019 09:24 AM

**Proposed City Council
Date** 05/16/2019

Applicant Water Services Dept.

Subject Consider approval of a resolution approving the 2018 Municipal Wastewater Planning Program (MWPP) Self Assessment.

Background The state Water Quality Board administers the Municipal Wastewater Planning Program for all publicly owned wastewater treatment facilities. As part of the MWPP, we are required to perform an annual self assessment of the wastewater collections and treatment systems to ensure that the facilities are adequate and that we are planning and preparing for future growth and expansion. A resolution is required to demonstrate that the City Council has reviewed and approves the results of our self assessment.

Proposed Resolution Water Dept. staff recommends approval of the resolution

Cost \$

**City Manager
Recommendation** NULL

Action Taken NULL

Requested by Scott Taylor

File Attachments mwppselfassessmentresolution2019050619092445.docx

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

Approved in Budget? N/A **Amount:**

Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2018
ST. GEORGE CITY

Thank you for filling out the requested information. Please let DWQ know when it is approved by the Council.

Below is a summary of your responses

[Download PDF](#)

SUBMIT BY MAY 31, 2019

Are you the person responsible for completing this report for your organization?

☒ **Yes**

☐ **No**

This is the current information recorded for your facility:

Facility Name:	ST. GEORGE CITY
Contact - First Name:	Ben
Contact - Last Name:	Ford

Contact - Title	Wastewater Manager
Contact - Phone:	435-627-4268
Contact - Email:	ben.ford@sgcity.org

Is this information above complete and correct?

☒ **Yes**

☐ No

Your wastewater system is described as Collection, Mechanical Treatment & Financial:

Classification: COLLECTION

Grade: IV

(if applicable)

Classification: TREATMENT

Grade: IV

Is this correct?

WARNING: If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.

☒ **Yes**

☐ No

Click on a link below to view examples of sections in the survey:
(Your wastewater system is described as Collection, Mechanical Treatment & Financial)

[MWPP Collection System.pdf](#)

[MWPP Discharging Lagoon.pdf](#)

[MWPP Financial Evaluation.pdf](#)

[MWPP Mechanical Plant.pdf](#)

[MWPP Non-Discharging Lagoon.pdf](#)

Will multiple people be required to fill out this form?

☐ Yes

☒ **No**

Please update the information for the person in charge of filling out each section.

	Email ex. john@email.com	Name (first and last)	Notes These notes will be sent in the invite email
Financial Evaluation	ben.ford@sgcity.org	Ben Ford	.
Collection System	ben.ford@sgcity.org	Ben Ford	.
Mechanical	ben.ford@sgcity.org	Ben Ford	.
Review, sign and submit	ben.ford@sgcity.org	Ben Ford	.

Click 'Yes' to send an email to each responsible person with the notes you've included (if any) with a link to the forms and to receive updates

☒ **Yes, send the link to this form for the next person to fill out.**

☐ Continue filling out the form myself and send the link to others later.

Financial Evaluation Section

Form completed by:

Scott Taylor

What was the User Charge¹⁶ for 2018?

15.50

Part 1: OPERATION AND MAINTENANCE

	Yes	No
Are property taxes or other assessments applied to the sewer systems ¹⁵ ?	☐	☒
Are sewer revenues ¹⁴ sufficient to cover operations & maintenance costs ⁹ , and repair & replacement costs ¹² (OM&R) at this time?	☐	☒
Are projected sewer revenues sufficient to cover OM&R costs for the <i>next five years</i> ?	☒	☐
Does the sewer system have sufficient staff to provide proper OM&R?	☒	☐
Has a repair and replacement sinking fund ¹³ been established for the sewer system?	☒	☐
Is the repair & replacement sinking fund sufficient to meet anticipated needs?	☐	☒

Part II: CAPITAL IMPROVEMENTS

	Yes	No
Are sewer revenues sufficient to cover all costs of current capital improvements ³ projects?	☐	☒
Has a Capital Improvements Reserve Fund ⁴ been established to provide for anticipated capital improvement projects?	☒	☐
Are projected Capital Improvements Reserve Funds sufficient for the <i>next five years</i> ?	☐	☒
Are projected Capital Improvements Reserve Funds sufficient for the <i>next ten years</i> ?	☐	☒
Are projected Capital Improvements Reserve Funds sufficient for the <i>next twenty years</i> ?	☐	☒

Part III: GENERAL QUESTIONS

	Yes	No
Are sewer revenues maintained in a dedicated purpose enterprise/district account?	☒	☐
Are you collecting 95% or more of your anticipated sewer revenue?	☒	☐
Are Debt Service Reserve Fund ⁶ requirements being met?	☒	☐

Part IV: FISCAL SUSTAINABILITY REVIEW

Yes
Yes

No
No

Have you completed a Rate Study¹¹ within the last five years?

☐☒

Do you charge Impact fees⁸?

☒☐

Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?

☒☐

Do you maintain a Plan of Operations¹⁰?

☒☐

Have you updated your Capital Facility Plan² within the last five years?

☒☐

Do you use an Asset Management¹ system for your sewer systems?

☒☐

Do you know the total replacement cost of your sewer system capital assets?

☒☐

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

☐☒

Part IV: PROJECTED NEEDS

Cost of projected capital improvements

Please enter a valid numerical value.

2019

21714000

2020

20205000

2021

22115000

2022

19450000

2023

670000

2024

6100000

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☒ Yes

Collection System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Jason Crow

Part I: SYSTEM AGE

What year was your collection system first constructed (approximately)?

1932

What year was the the oldest part of your collection system constructed, replaced, or renewed?

1999

PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1– a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

(a) affects more than five private structures;

- (b) affects one or more public, commercial or industrial structure(s);*
- (c) may result in a public health risk to the general public;*
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or*
- (e) discharges to Waters of the state.*

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year: 2018

Number

Number of Class 1 SSOs in Calendar year

0

Number of Class 2 SSOs in Calendar year

0

Please indicate what caused the SSO(s) in the previous question.

Please specify whether the SSOs were caused by contract or tributary community, etc.

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

☐ Yes

☒ No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

☐ Yes

☒ No

Number of new commercial/industrial connections in the last year

224

Number of new residential sewer connections added in the last year

1253

Equivalent residential connections⁷ served

40,000

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

16

Approximate population served

State of Utah Administrative Rules requires all public system operators considered to be in Direct-Responsible-Charge (DRC) to be appropriately certified at lease at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Jason Crow	IV 	jason.crow@sgcity.org

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SIS ¹⁷ Grade I:	

Collection Grade I:	Name
Collection Grade II:	separate by comma
Collection Grade III:	
Collection Grade IV:	Bill Doney, Travis Shelley, Robert Westover, Lee Kell, Shaun Maloney, Dalton Smitherman

List all other Collection System operators by certification grade, separate names by commas:

	Name
	separate by comma
SLS ¹⁷ Grade I:	
Collection Grade I:	Trevor Bowler, James Nelson
Collection Grade II:	
Collection Grade III:	Fredrick Craig
Collection Grade IV:	Tyler Licalzi, Dave Woolsey, Jeremie Sargent, James Certonio, Casey Sheets, Karl King, Jason Waite

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

☒ Yes

☐ No

Part V: FACILITY MAINTENANCE

Yes

No

Have you implemented a preventative maintenance program for your collection system?

Yes

☒

No

☐

Have you updated the collection system operations and maintenance manual within the past 5 years?

☒☐

Do you have a written emergency response plan for sewer systems?

☒☐

Do you have a written safety plan for sewer systems?

☒☐

Part VI: SSMP EVALUATION

Yes

No

Has your system completed a Sewer System Management Plan (SSMP)?

☒☐

Has the SSMP been adopted by the permittee's governing body at a public meeting?

☒☐

Has the completed SSMP been public noticed?

☒☐

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

☐☒

Date of Public Notice

During 2018, was any part of the SSMP audited as part of the five year audit?

☐ Yes

☒ No

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

☒ Yes

☐ No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Overall system condition is good. Lift Stations are in good condition, with pumps/components being rebuilt on a scheduled program,

What sewerage system capital improvements³ does the utility need to implement in the next 10 years?

Upsizing of trunk lines in certain areas. Continued lining/rehab of older lines and manholes. Upgrading/Upsizing of a primary lift station

What sewerage system problems, other than plugging, have you had over the last year?

Continued H2S corrosion on trunk lines and asbestos concrete lines in certain areas. H2S corrosion on manholes. Root intrusion on a handful on lines. Odor complaints

Is your utility currently preparing or updating its capital facility plan²?

☒ **Yes**

☐ No

Does the municipality/district pay for the continuing education expenses of operators?

☒ **100% Covered**

☐ Partially cover

☐ Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

☐ Yes

☒ **No**

Any additional comments?

This is the end of the Collection System questions

To the best of my knowledge, the Collection System section is completed and accurate.

☒ Yes

Mechanical Plant Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Ben Ford

Part I: INFLUENT INFORMATION

Please provide the average influent flow rate and average influent BOD₅ and TSS loading rates listed below for your facility.

	Average Daily Flow (MGD)	Average Daily BOD ₅ Load (lb/day)	Average Daily TSS Load (lb/day)
Design Basis or Rated Capacity	17	35480	39010
2018 Average	10.6	19891	22764

Part II: EFFLUENT INFORMATION

How many Notices of Violation (NOVs) did you receive for this facility in the review year?

0

Part III: FACILITY AGE

In what year were the following process units constructed, upgraded or renewed?

Note: If a unit process does not apply to your system enter the Evaluation Year under Construction or Upgrade Year.

	Evaluation Year	Construction or Upgrade Year	Age
Headworks	2018	1998	20
Primary Treatment	2018	0	
Secondary Treatment	2018	1998	20
Tertiary Treatment	2018	2007	11
Solids Handling	2018	2016	2
Disinfection	2018	1998	20

PART IV: DISCHARGES

How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows?

1

How many days in the last year was there a bypass or overflow of wastewater at the facility due to equipment failure?

0

PART V: BIOSOLIDS HANDLING

Biosolids Disposal (check all that apply)

	Yes	No
Landfill	☒	☐
Land Application	☐	☒
Give Away/Other Distribution	☐	☒

Part VI: NEW DEVELOPMENT

Number of new commercial/industrial connections in the last year

224

Number of new residential sewer connections added in the last year

1253

Equivalent residential connections⁷ served

55,000

Part VII: OPERATOR CERTIFICATION

How many treatment system operators do you employ?

17

State of Utah Administrative Rules requires all public system operators considered to be in Direct-Responsible-Charge (DRC) to be appropriately certified at lease at the Facility's Grade.

List the designated Chief Operator/DRC for the Wastewater Treatment System below:

Name		Grade	Email
First and Last Name			Please enter full email address

	First and Last Name	Grade	Please enter full email address
Chief Operator/DRC	Ben Ford First and Last Name	IV	ben.ford@sgcity.org Please enter full email address

List all other Wastewater Treatment System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Treatment Grade I:	
Treatment Grade II:	
Treatment Grade III:	
Treatment Grade IV:	Eric Richins, Bill Matier, Larry Desenberg, Andy Robledo, Jared Gentry

List all other Wastewater Treatment System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Treatment Grade I:	Doug Smethurst, Kaden Harker
Treatment Grade II:	Paul Phillips, Cody Popke
Treatment Grade III:	
Treatment Grade IV:	David Hmielewski, Jason Jones, John Fernandez, William Lincoln,

Is/are your DRC operator(s) currently certified at the appropriate grade for

this facility?

☒ Yes

☐ No

Part VIII: FACILITY MAINTENANCE

Yes

No

Have you implemented a written preventative maintenance program for your treatment system?

☒

☐

Have you updated the treatment system operations and maintenance manual within the past 5 years?

☒

☐

Identify the types of treatment equipment and processes installed at your facility.

Yes

No

Screens

☒

☐

Grit Removal

☒

☐

Primary Clarifiers

☐

☒

Imhoff Tanks

☐

☒

Fixed Film Reactor

☐

☒

Activated Sludge

☒

☐

Aerobic Suspend Growth Variations

☐

☒

Anaerobic Suspended Growth variations

☐

☒

Physical-chemical systems for organic

☐

☐

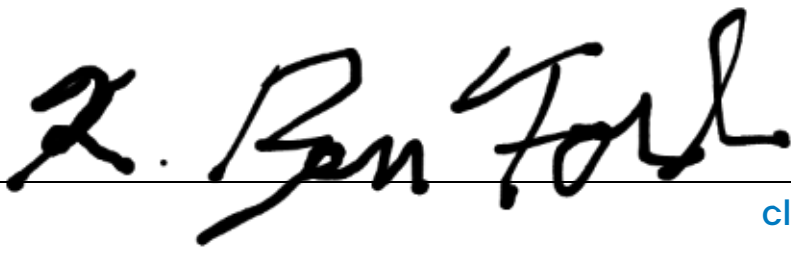
removal w/o secondary treatment	☐	☒
	Yes	No
Physical-chemical systems for organic removal following secondary treatment	☐	☒
Membrane Filtration	☐	☒
Suspended-growth Nitrification and Denitrification	☐	☒
Air Stripping	☐	☒
Phosphorus Removal - Chemical	☐	☒
Phosphorus Removal - Biological	☐	☒
Ion Exchange	☐	☒
Reverse Osmosis	☐	☒
Media Filtration	☐	☒
Dissolved Air Flotation	☐	☒
Micro Screens	☐	☒
Chlorine Disinfection	☒	☐
UV Disinfection	☒	☐

This is the end of the Mechanical Plant questions

To the best of my knowledge, the Mechanical Plant section is completed and accurate.

☒ Yes

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.

✕  clear

Has this been adopted by the council? If no, what date will it be presented to the council?

☐ Yes

☒ No

What date will it be presented to the council?

Date format ex. mm/dd/yyyy

05/16/2019

Please log in.

Email

ben.ford@sgcity.org

PIN

....

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

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CITY OF ST. GEORGE, UTAH
RESOLUTION No. _____

A RESOLUTION APPROVING THE MUNICIPAL WASTEWATER PLANNING PROGRAM

WHEREAS, the City of St. George is required by the Water Quality Board to review the Municipal Wastewater Planning Program Report for 2018; and

WHEREAS, the City of St. George has a Utah Pollutant Discharge Elimination System (UPDES) permit and wishes to remain in compliance with the terms and conditions of that permit and therefore has taken appropriate actions necessary to maintain effluent requirements contained in the permit.

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

The City of St. George hereby informs the Utah Department of Environmental Quality Division of Water Quality that the following actions were taken by the City Council:

1. Reviewed the Municipal Wastewater Planning Program Report for 2018; and
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit as applicable.

This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of May, 2019.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Fernandez, City Recorder

Paula Houston, Deputy City Attorney

DRAFT

Agenda Item Number : 03

Request For Council Action

Date Submitted 05/08/2019 11:58 AM

**Proposed City Council
Date** 05/16/2019

Applicant Brandon Anderson, Rosenberg Associates

Subject Consider approval of the final plat for Blackhawk Townhomes St. George
Phase 2.

Background This is the final plat for Blackhawk Townhomes, a 22-lot residential
subdivision located at 1001 West Curly Hollow Drive; zoning is R-3.

Proposed Resolution City staff and Planning Commission recommend approval

Cost \$

City Manager
NULL

Recommendation

Action Taken NULL

Requested by Todd Jacobsen

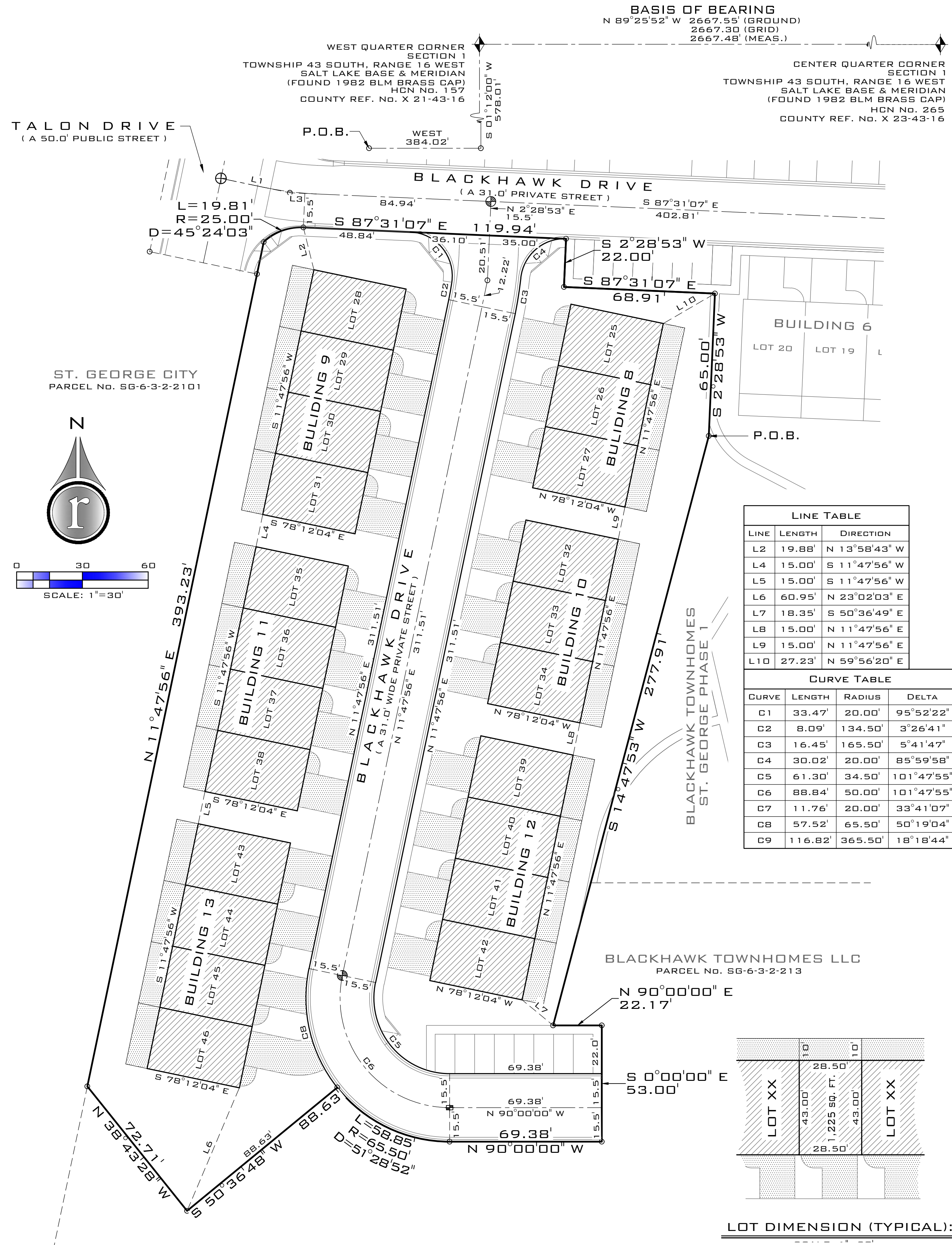
File Attachments blackhawkthstgph2050819115813.pdf

Approved by Legal
Yes

Department?

Approved by City Admin
NA
Services?

Approved in Budget? N/A **Amount:**



GENERAL NOTES AND RESTRICTIONS:

1. THIS SUBDIVISION CONTAINS PRIVATE STREETS AND DRAINAGE. PRIVATE STREETS AND DRAINAGE INFRASTRUCTURE ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF ST. GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL PRIVATE STREETS AND DRAINAGE WITHIN THIS SUBDIVISION.
2. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.
3. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.
4. BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE DRIVES WITHIN THIS SUBDIVISION FOR THE INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, POWER, SEWER, AND DRAINAGE IMPROVEMENTS.
5. ALL POWER, SEWER, AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY DIXIE POWER, UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE CITY OF ST. GEORGE. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.
6. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS (AGED). THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED APRIL 10, 2001. AN UPDATE TO THE 2001 GEOTECHNICAL REPORT WAS PERFORMED BY AGED, AND COMPILED IN A REPORT DATED MAY 8, 2018. THIS REPORT AND SUBSEQUENT UPDATE IS AVAILABLE FROM THE DEVELOPER, AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, COMMON AND LIMITED COMMON AREAS (INCLUDING PRIVATE ROADS), TO BE HEREAFTER KNOWN AS:

"BLACKHAWK TOWNHOMES ST. GEORGE, PHASE 2"

DO HEREBY DEDICATE TO THE COMMON USE OF THE HOMEDOWNERS ASSOCIATION, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AND LIMITED COMMON AREAS (INCLUDING PRIVATE ROADS) SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION OF SAID COMMON AND LIMITED COMMON AREAS AS MORE FULLY PROVIDED IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" RECORDED CONCURRENTLY WITH THIS PLAT AND AS SUPPLEMENTED BY SUPPLEMENTAL CC & RS RECORDED CONCURRENTLY WITH THIS PLAT, INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHTS AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER HEREBY DEDICATES AND CONVEYS TO THE CITY OF ST. GEORGE, FOR PERPETUAL USE OF THE PUBLIC, ALL EASEMENTS OVER, ON, UNDER AND ACROSS ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE ROADWAYS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES. THE UNDERSIGNED OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL DEDICATIONS AND CONVEYANCES GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20__.

BLACKHAWK TOWNHOMES LLC
A UTAH LIMITED LIABILITY COMPANY

MANAGER - DENNIS GARR

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT:

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS _____ DAY OF _____ IN THE YEAR _____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED (HE/SHE) EXECUTED THE SAME.

FULL NAME SIGNATURE: _____

FULL NAME PRINT: _____

COMMISSION NO.: _____

EXPIRATION DATE: _____

A NOTARY PUBLIC COMMISSIONED
IN THE STATE OF _____

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

MORTGAGEE CONSENT TO RECORD:

CACHE VALLEY BANK, INC., A MORTGAGEE OF THE SAID TRACT OF LAND DOES HEREBY GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

VICE PRESIDENT

CORPORATE ACKNOWLEDGMENT:

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS _____ DAY OF _____ IN THE YEAR _____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED (HE/SHE) EXECUTED THE SAME.

FULL NAME SIGNATURE: _____

FULL NAME PRINT: _____

COMMISSION NO.: _____

EXPIRATION DATE: _____

A NOTARY PUBLIC COMMISSIONED
IN THE STATE OF _____

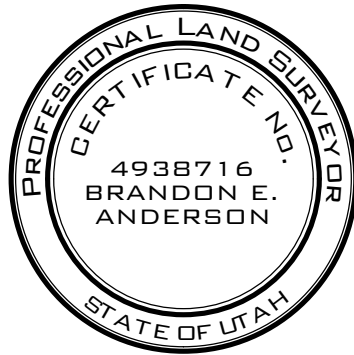
(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, COMMON AND LIMITED COMMON AREAS (INCLUDING PRIVATE ROADS) TO BE HERINAFTER KNOWN AS:

"BLACKHAWK TOWNHOMES ST. GEORGE, PHASE 2"

THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.



DATE: _____

BRANDON E. ANDERSON

CERTIFICATE NO. 4938716

LEGAL DESCRIPTION:

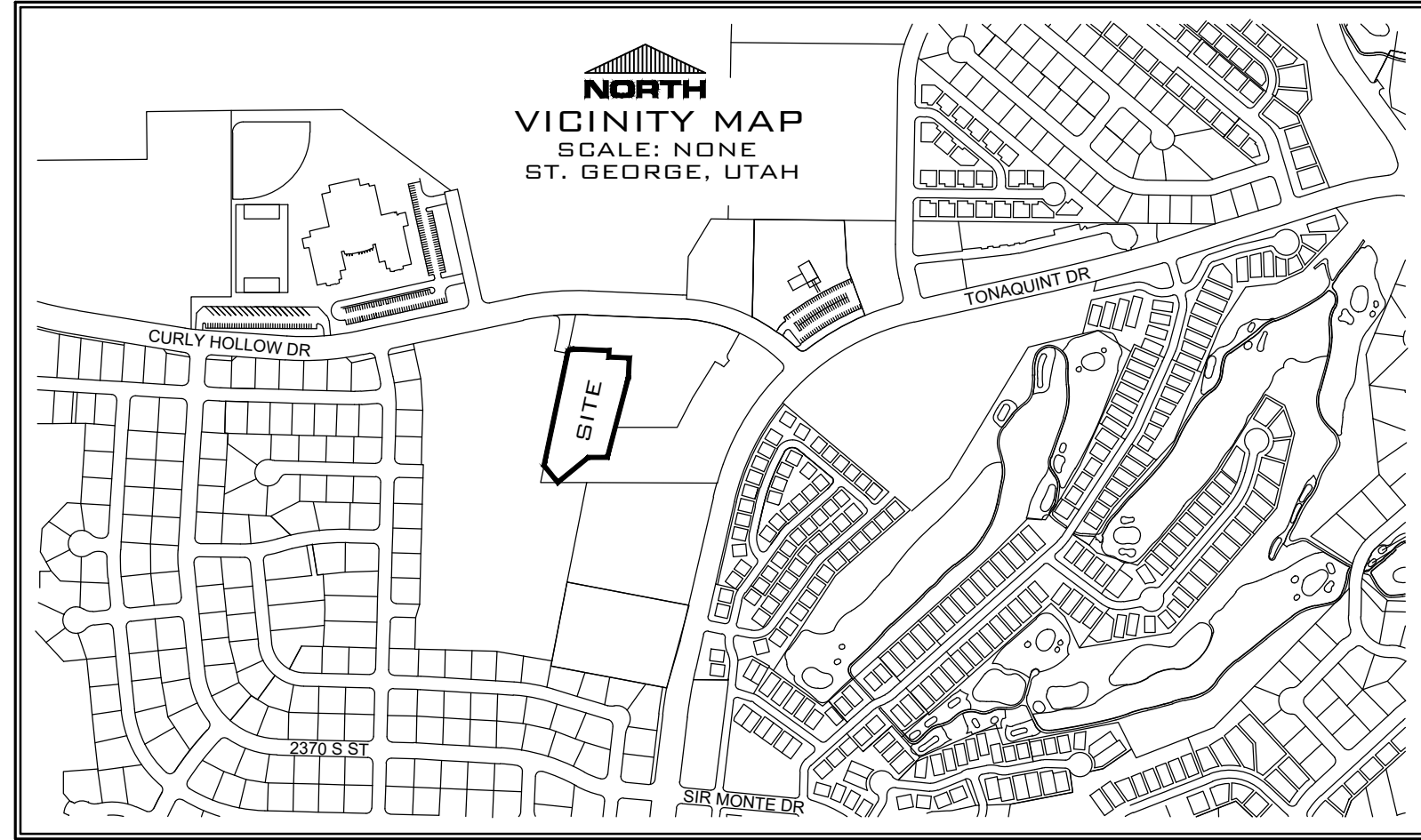
BEGINNING AT A POINT ON THE WESTERLY LINE OF BLACKHAWK TOWNHOMES ST. GEORGE, PHASE 1, SAID POINT BEING SOUTH 01°12'00" WEST 578.01 FEET ALONG THE SECTION LINE AND WEST 384.02 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE SOUTH 14°47'53" WEST 277.91 FEET ALONG AND BEYOND SAID WESTERLY LINE OF BLACKHAWK TOWNHOMES ST. GEORGE, PHASE 1;
THENCE EAST 22.17 FEET;
THENCE SOUTH 53.00 FEET;
THENCE WEST 69.38 FEET;
THENCE NORTHWEST 58.85 FEET ALONG AN ARC OF A 65.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH, LONG CHORD BEARS NORTH 64°15'34" WEST 56.89 FEET WITH A CENTRAL ANGLE OF 51°28'52");
THENCE SOUTH 50°36'48" WEST 88.63 FEET;
THENCE NORTH 38°43'28" WEST 72.71 FEET;
THENCE NORTH 11°47'56" EAST 393.23 FEET TO AND ALONG THE SOUTHERLY LINE OF SAID BLACKHAWK TOWNHOMES ST. GEORGE, PHASE 1;
THENCE EASTERLY THE FOLLOWING (5) COURSES ALONG SAID SOUTHERLY LINE OF SAID BLACKHAWK TOWNHOMES ST. GEORGE, PHASE 1:
THENCE EAST 19.81 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 42°55'10" EAST, LONG CHORD BEARS NORTH 69°46'52" EAST 19.30 FEET WITH A CENTRAL ANGLE OF 45°24'03");
THENCE SOUTH 87°31'07" EAST 119.94 FEET;
THENCE SOUTH 02°28'53" WEST 22.00 FEET;
THENCE SOUTH 87°31'07" EAST 68.91 FEET;
THENCE SOUTH 02°28'53" WEST 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 87,856 SQUARE FEET OR 2.02 ACRES.

LEGEND

- NOTHING SET OR FOUND
- ◆ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- ⊕ TO BE SET STANDARD CITY SURVEY MONUMENT - CLASS I
- ⊗ FOUND SURVEY CONTROL MONUMENT - CLASS I
- ⊕ TO BE SET STANDARD ST. GEORGE CITY SURVEY MONUMENT - CLASS II
- COMMON AREA
- ▨ LIMITED COMMON AREA
- ▤ PRIVATE AREA



BLACKHAWK
TOWNHOMES ST. GEORGE
- PHASE 2 -

LOCATED IN S.E. 1/4 OF SECTION 2,
TOWNSHIP 43 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

SHEET 1 OF 1



352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
PH (435) 673-8566 FX (435) 673-8397 - WWW.RADIVIL.COM

FPLAT-P2.DWG
FILE NUMBER:
10586-18
JOB NUMBER:

1/16/2019
DATE:
1" = 30'
SCALE:

B.E.A.
DRAWN:
B.E.A.
CHECKED:

APPROVAL OF THE COMMUNITY
DEVELOPMENT DIRECTOR

I, THE COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF ST. GEORGE, HAVE THIS THE _____ DAY OF _____, A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

COMMUNITY DEVELOPMENT DIRECTOR
CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS _____ DAY OF _____, A.D. 20____.

ENGINEER
CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE _____ DAY OF _____, A.D. 20____.

CITY ATTORNEY
CITY OF ST. GEORGE

APPROVAL OF THE PLANNING
COMMISSION

ON THIS THE _____ DAY OF _____, A.D. 20____, THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

CHAIRMAN PLANNING COMMISSION
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE
CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE _____ DAY OF _____, A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER
CITY OF ST. GEORGE

MAYOR
CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS _____ DAY OF _____, A.D. 20____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

WASHINGTON COUNTY RECORDER

DRAFT

Agenda Item Number : 04

Request For Council Action

Date Submitted 05/08/2019 12:00 PM

**Proposed City Council
Date** 05/16/2019

Applicant Brandon Anderson, Rosenberg Associates

Subject Consider approval of an amended subdivision plat for Lot 38 & 39, The Highlands at Green Valley Phase 1 .

Background This request is to consider an amended final subdivision plat located at 661 & 673 South Rainier Drive. The purpose of the amendment is to adjust the lot line between lots 38 & 39 to match the block wall that was built on the ground. The public utilities and drainage easement does not change and will remain the same; zoning is R-1-10. Note: a public hearing is not required because the public utilities and drainage easement is remaining in the same location.

Proposed Resolution City staff and Planning Commission recommend approval

Cost \$

City Manager NULL

Recommendation

Action Taken NULL

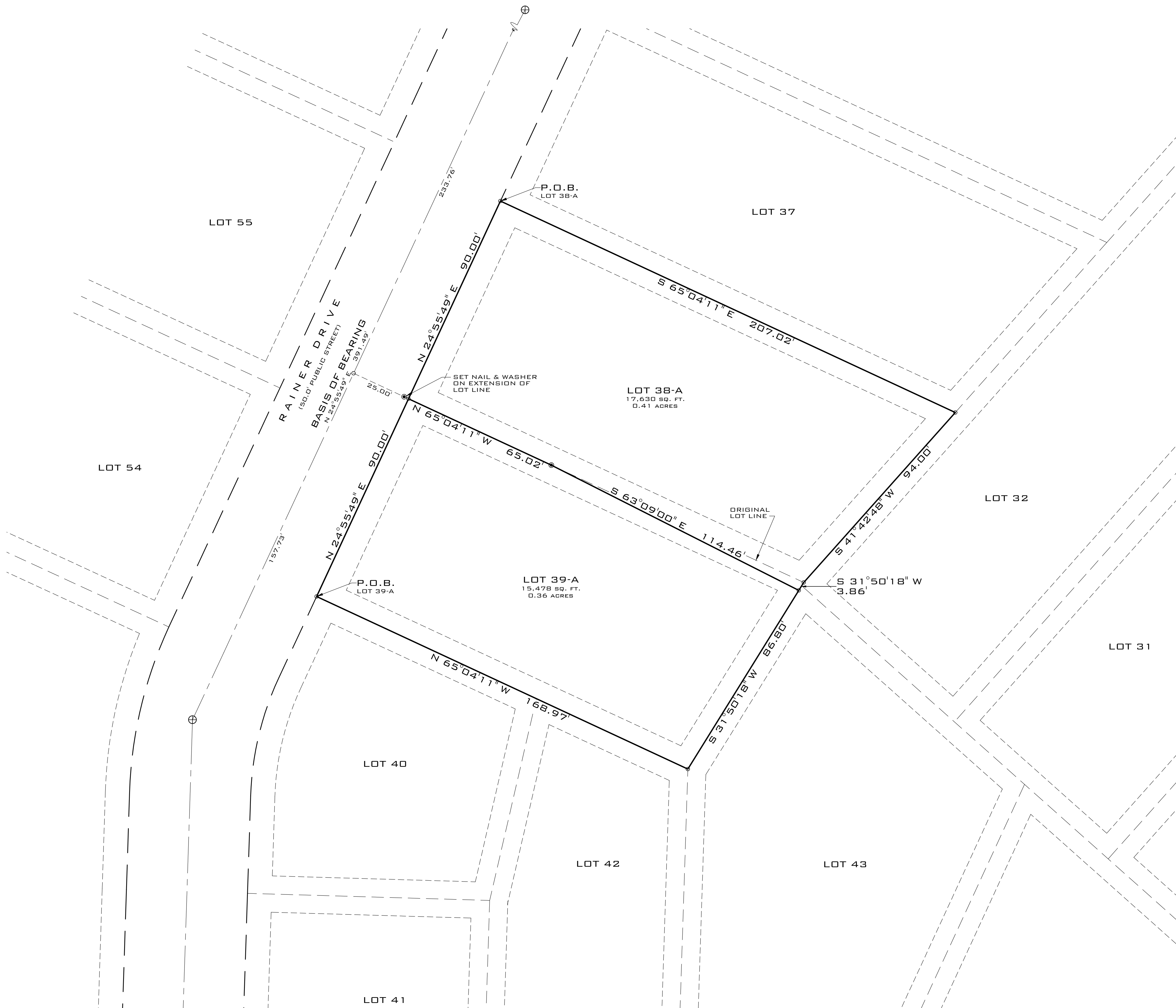
Requested by Todd Jacobsen

File Attachments lot3839highlandsgv050819120037.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

Approved in Budget? N/A **Amount:**



NARRATIVE:
THIS SURVEY WAS CONDUCTED TO ADJUST THE LOT LINE BETWEEN LOTS 38 & 39 TO FOLLOW THE BLOCK WALL PREVIOUSLY ERECTED. THE ORIGINAL PUBLIC UTILITY & DRAINAGE EASEMENT REMAINS IN ITS ORIGINAL POSITION. THE BASIS OF BEARING IS THE CENTER LINE OF RANIER DRIVE BEARING NORTH 24°55'49" EAST 391.49'.

SURVEYOR'S CERTIFICATE:
I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREDON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT.

DATE: 6-21-18
BRANDON E. ANDERSON
CERTIFICATE NO. 4938716

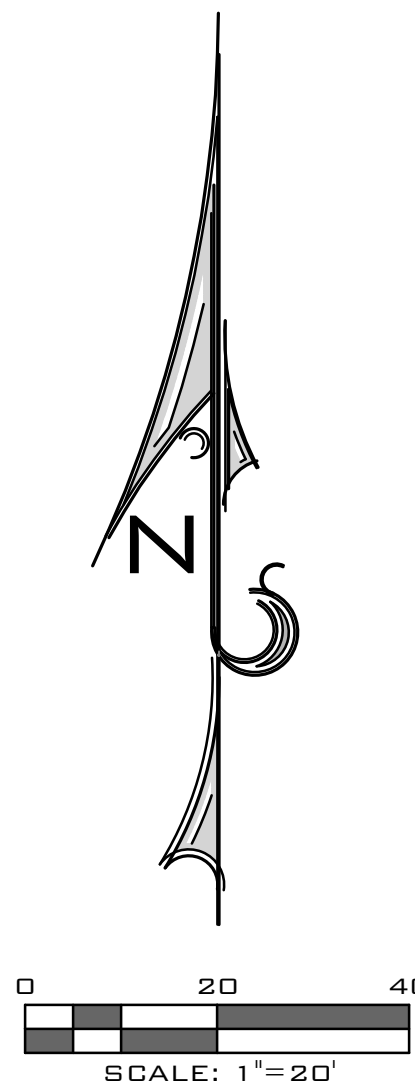
SURVEY DESCRIPTION:
LOT 38-A:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 37, THE HIGHLANDS AT GREEN VALLEY PHASE 1, AS FOUND ON FILE AT THE WASHINGTON COUNTY, UTAH, RECORDER'S OFFICE AS ENTRY NO 20060002398, AND RUNNING;
THENCE SOUTH 65°04'11" EAST 207.02 FEET ALONG THE SOUTHERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 37, SAID POINT BEING ON THE NORTHWESTERLY LINE OF LOT 32, SAID THE HIGHLANDS AT GREEN VALLEY PHASE 1;
THENCE SOUTH 41°42'48" WEST 94.00 FEET ALONG SAID NORTHWESTERLY LINE OF SAID LOT 32;
THENCE SOUTH 31°50'18" WEST 3.86 FEET ALONG SAID NORTHWESTERLY LINE OF SAID LOT 32 AND TO AND ALONG THE NORTHWESTERLY LINE OF LOT 43, SAID THE HIGHLANDS AT GREEN VALLEY PHASE 1;
THENCE NORTH 63°09'00" WEST 114.46 FEET;
THENCE NORTH 65°04'11" WEST 65.02 FEET TO THE EASTERLY LINE OF RANIER DRIVE;
THENCE NORTH 24°55'49" EAST 90.00 FEET ALONG SAID RANIER DRIVE TO THE POINT OF BEGINNING.
CONTAINING 17,630 SQUARE FEET OR 0.41 ACRES.

LOT 38-A:
BEGINNING AT THE NORTHWEST CORNER OF LOT 40, THE HIGHLANDS AT GREEN VALLEY PHASE 1, AS FOUND ON FILE AT THE WASHINGTON COUNTY, UTAH, RECORDER'S OFFICE AS ENTRY NO 20060002398, AND RUNNING;
THENCE NORTH 24°55'49" EAST 90.00 FEET ALONG THE SOUTHEASTERLY LINE OF RANIER DRIVE;
THENCE SOUTH 65°04'11" EAST 65.02 FEET;
THENCE SOUTH 63°09'00" EAST 114.46 FEET TO THE NORTHWESTERLY LINE OF LOT 43, SAID THE HIGHLANDS AT GREEN VALLEY PHASE 1;
THENCE SOUTH 31°50'18" WEST 86.80 FEET ALONG SAID NORTHWESTERLY LINE OF LOT 43;
THENCE NORTH 65°04'11" WEST 168.97 FEET ALONG LOT 42, AND TO AND ALONG SAID LOT 40 TO THE POINT OF BEGINNING.
CONTAINING 15,478 SQUARE FEET OR 0.36 ACRES.

LEGEND:
● SET NAIL AND WASHER
○ NOTHING SET OR FOUND
⊕ FOUND SURVEY CONTROL MONUMENT - CLASS I

REFERENCE PLATS:
1. THE FINAL PLAT OF THE HIGHLANDS AT GREEN VALLEY, PHASE 1, AS FOUND ON FILE AS ENTRY NO. 20060002398 AT THE WASHINGTON COUNTY, UTAH RECORDER'S OFFICE.



LOCATED IN THE S.E. 1/4 OF SECTION 27 T.42S., R.16W., S.L.B.&M.

DATE:	06/21/18
JOB NO.:	10884-18
DRAWN BY:	B.E.A.
CHECKED BY:	B.E.A.
SCALE:	1"=20'
DWG:	RDS,DWG
DATE	
REVISIONS	

ROSENBERG
A S S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS

352 EAST RIVERSIDE DRIVE, SUITE A-2 ST. GEORGE, UTAH 84790 PH (435) 673-8586 FX (435) 673-8397 WWW.RAGCIVIL.COM

RECORD OF SURVEY
LOT LINE ADJUSTMENT
FOR
KEN SPIERS