NOTICE OF REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, November 18, 2021 commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Consent Calendar.

a. Consider approval of an award of bid to Progressive Contracting, Inc. for the Fish Rock Park project.

BACKGROUND and RECOMMENDATION: Construction bids were opened on November 2, 2021 for construction of the Fish Rock Neighborhood Park (21-091). The project includes a Ledges neighborhood style restroom building, 36' pavilion, four pickleball courts, small playground, off street parking, chat gravel trails, sidewalks, large open turf area, and landscaped areas with associated irrigation system. See attached concept plan and utility plan for park layout. The City received three (3) bids on the park and the low bid is from Progressive Contracting, Inc. Staff recommends awarding the bid to Progressive Contracting in the amount of $1,160,911.70.

b. **Consider approval of an agreement for the conveyance of property for Mall Drive on Parcel SG-5-2-28-4381.**

BACKGROUND and RECOMMENDATION: This is a parcel of property needed to widen Mall Drive on the south side of the road just east of Maverik. Staff recommends approval.

c. Consider approval of a Professional Services Agreement with Landmark Testing and Engineering for the geotechnical investigation, construction materials testing, and special inspections services for the Bloomington Hills Irrigation Tank.

BACKGROUND and RECOMMENDATION: This Professional Services Agreement is for the geotechnical investigation, materials testing, and special inspection services for the Bloomington Hills Irrigation Tank. The irrigation tank will be constructed near the existing Bloomington Hills upper culinary water tank and will replace the existing smaller irrigation steel tank. Staff recommends approval of the agreement in the amount of $10,828.

d. Consider approval of a Professional Services Agreement with MRW Design Associates, Inc. for architecture and design services on the St. George Golf Clubhouse remodel.

BACKGROUND and RECOMMENDATION: MRW Architects have done a great job on the Red Hills Clubhouse and remodel at Southgate Golf Club and city staff is recommending that we use the same architects for the remodel of the St. George Golf Clubhouse. The new clubhouse will not only improve aesthetics, but increase usable square footage, provide for a larger concession space and improve safety. Staff recommends approval of the agreement in the amount of $40,000.

e. Consider approval of an Airport Rescue Grant for St. George Regional Airport.

BACKGROUND and RECOMMENDATION: The Airport Rescue Grant is to be used to prevent, prepare for, and respond to the coronavirus pandemic. Funding can be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Staff recommends approval.

f. Consider approval of a Memorandum of Understanding between the City of St. George and the Drug Enforcement Administration (DEA) Denver Field Division for an extension of the lease of office space in the Drug Task Force office.

BACKGROUND and RECOMMENDATION: This is an extension for one (1) year of a lease of office space in the Drug Task Force office to the Drug Enforcement Agency. The terms will be the same as before, $6,576 for the twelve (12) months beginning October 1, 2021 to September 30, 2022.

g. Consider approval of a request for fee reductions for the Menorah Lighting Celebration in Town Square organized by Chabad Lubavitch of Utah, from November 25, 2021 through January 3, 2022.

BACKGROUND and RECOMMENDATION: The Menorah will be displayed on the east side of the tower at Town Square on November 25, 2021, then on Sunday, November 28, 2021, they will hold the Menorah Lighting Ceremony with speakers, food, music, and candy for the children. The Menorah will then be moved to the south side of the tower where it will remain for the lighting of candles each night through January 3, 2022. The sponsorship request includes: 1) Fee reduction to $75 flat for special event permit ($75/day); 2) Fee reduction to $300 flat for park reservation ($150/hr); 3) Firetruck parked on Main Street for the candy drop; and 4) Access to electricity to run the sound system and keep bulbs lit. Staff recommends approval with the condition that a special event permit application is approved.

h. Consider approval of the minutes from the meetings held on October 21, 2021; October 28, 2021; November 4, 2021 (work meeting); and November 4, 2021 (regular meeting).

2. **Public hearing and approval of an amendment to the Program Year 2021 (Fiscal Year 2022) Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program.**

BACKGROUND and RECOMMENDATION: The 2021 AAP was approved by the Council on 06/03/2021. This is an amendment to that plan to remove projects that will not be pursued during this program year and to identify projects that can be pursued. Sections AP-15, AP-20, and AP-38 are the amended sections of the plan. Staff recommends approval.

3. **Public hearing and consideration of a roadway and public utility and drainage easement vacation for 910 East Circle and a portion of Factory Circle which are located in the Fort Pierce Business Park. Also consider approval of the roadway dedication plat for Fort Pierce Area '6' Street Dedication plat, both of which are depicted and shown on the plat map.**

BACKGROUND and RECOMMENDATION: This request is to consider a petition to vacate 910 East Circle and a portion of Factory Circle, along with their associated public utility and drainage easements, both located in the Fort Pierce Business Park and evidenced by the Fort Pierce area '2' Street Dedications, on file in the Office of the Recorder, Washington County, as Doc. No. 20080004930. The purpose of this petition is because of new roadway alignments being proposed on the roadway dedication plat for Fort Pierce Area '6' Street Dedication. Zoning is M-1. The Joint Utilities Commission recommended approval.

4. **Consider approval of a petition to designate a local landmark site for the Junius and Margaret Ann Barton Home on approximately 0.12 acres located at 179 West 200 North Street to be known as the Junius and Margaret Ann Barton Home. Case No. 2021-HPC-008**

BACKGROUND and RECOMMENDATION: The proposal is a petition to designate a local landmark site for the Frederick Blake Home. The Planning Commission and Historic Preservation Commission recommended approval.

5. **Consider approval of a hillside development permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas on approximately 16.47 acres generally located at the northwest corner of Blackridge Drive and 250 West Street to be known as Black Ridge Hotel. 2021-HS-008**

BACKGROUND and RECOMMENDATION: The proposal is a hillside development permit for the purpose of constructing a new hotel at this location. The Planning Commission recommended approval.

6. **Consider approval of an ordinance amending the Blackridge Commercial Center PD-C (Planned Development Commercial) zone to change the zone from R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) zone on approximately 1.02 acres, and to amend the PD-C (Planned Development Commercial) zone on approximately 17.03 acres for the purpose of constructing a new hotel generally located on the northwest corner of Blackridge Drive and 250 West Street to be known as St. George Hotel Commercial Project. Case No. 2021-ZCA-078**

BACKGROUND and RECOMMENDATION: The proposal is for a new 146-room hotel. The underlying general plan is COM (Commercial), MDR (Medium Density Residential), and OS (Open Space). The Planning Commission recommended approval.

7. **Consider approval of an ordinance amending the Tonaquint Center PD-C (Planned Development Commercial) zone for an office building to be known as Onset Financial Building on approximately 3.11 acres located at southeast corner of Dixie Drive and Silicon Way. Case No. 2021-ZCA-079**

BACKGROUND and RECOMMENDATION: The proposal is for an office building for Onset Financial. The underlying general plan is COM (Commercial). The Planning Commission recommended approval.

8. **Consider approval of an ordinance changing the zoning from R-1-10 (Residential, Single Family, 10,000 sq ft minimum lot size) to R-1-8 (Residential, Single Family, 8,000 sq ft minimum lot size) on approximately 35.65 acres located approximately 1,200 feet southwest of Gap Canyon Parkway to be known as Divario Planning Area 4. Case No. 2021-ZC-077**

BACKGROUND and RECOMMENDATION: The underlying general plan is LDR (Low Density Residential) with adjacent zoning of R-1-10 (Residential, Single Family, 10,000 sq ft minimum lot size) and unincorporated county to the west and south. The Planning Commission recommended approval.

9. **Consider approval of the preliminary plat for Velino Crossing at Divario (PA-5), a 67-lot residential subdivision located along the extension of Divario Canyon Drive south of the future intersection of Divario Canyon Drive and Alienta Drive within the Divario development.**

BACKGROUND and RECOMMENDATION: This is the preliminary plat for Velino Crossing at Divario (PA-5), a 67-lot residential subdivision located along the extension of Divario Canyon Drive south of the future intersection of Divario Canyon Drive and Alienta Drive within the Divario development. The Planning Commission recommended approval.

10. **Consider approval of the preliminary plat for Rim Rock Commercial Center Office Condominium, a 3-lot commercial subdivision located at 234 South 1470 East.**

BACKGROUND and RECOMMENDATION: This is the preliminary plat for Rim Rock Commercial Center Office Condominium, a 3-lot commercial subdivision located at 234 South 1470 East. The Planning Commission recommended approval.

11. **Consider approval of the preliminary plat for River Crossing phase 1, an 8-lot subdivision located at the southeast intersection of 1450 South and River Road.**

BACKGROUND and RECOMMENDATION: This is the preliminary plat for River Crossing phase 1, an 8-lot subdivision located at the southeast intersection of 1450 South and River Road. The Planning Commission recommended approval.

12. **Consider approval of the preliminary plat for South Desert PD, a 142-lot residential subdivision located within the Southern Hills East development north of White Dome Drive and west of the future extension of Southern Hills Parkway (3000 East).**

BACKGROUND and RECOMMENDATION: This is the preliminary plat for South Desert PD, a 142-lot residential subdivision located within the Southern Hills East development north of White Dome Drive and west of the future extension of Southern Hills Parkway (3000 East). The Planning Commission recommended approval.

13. **Consider approval of the preliminary plat for The Cove at Desert Color Lot 501, a 16-lot residential subdivision located within the Desert Color planned development along Lagoon Parkway.**

BACKGROUND and RECOMMENDATION: This is the preliminary plat for The Cove at Desert Color Lot 501, a 16-lot residential subdivision located within the Desert Color planned development along Lagoon Parkway. The Planning Commission recommended approval.

14. **Consider approval of the preliminary plat for The Park at Temple View, a 14-lot residential subdivision located at the southeast corner of the intersection of 1450 South and 3000 East.**

BACKGROUND and RECOMMENDATION: This is the preliminary plat for The Park at Temple View, a 14-lot residential subdivision located at the southeast corner of the intersection of 1450 South and 3000 East. The Planning Commission recommended approval.

15. **Consider approval of an ordinance amending Title 10 Chapter 13A as it pertains to certain public streets in the hillside overlay zone.**

BACKGROUND and RECOMMENDATION: Section of Title 10, the zoning code, that deals with public streets in the hillside overlay zone needs some clarifications and revisions. These proposed revisions are intended to provide some relief to the standards of the hillside ordinance for certain streets. The proposed ordinance provides standards for such streets. The Planning Commission recommended approval of the change to the City code with the removal of one of the proposed standards (standard #3).

16. **Appointments to Boards and Commissions of the City.**

17. **Reports from Mayor, Councilmembers, and City Manager.**

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

Christina Fernandez, City Recorder

November 15, 2021
Date

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

DRAFT

Agenda Item Number: **1a**

Request For Council Action

Date Submitted	11/08/2021 03:07 PM
Proposed City Council Date	11/18/2021
Applicant	Cortney McRae
Subject	Consider approval of an award of bid to Progressive Contracting, Inc. for the Fish Rock Park project.
Background	Construction bids were opened on November 2, 2021 for construction of the Fish Rock Neighborhood Park (21-091). The project includes a Ledges neighborhood style restroom building, 36' pavilion, four pickleball courts, small playground, off street parking, chat gravel trails, sidewalks, large open turf area, and landscaped areas with associated irrigation system. See attached concept plan and utility plan for park layout. The City received three bids on the park and the low bid is from Progressive Contracting, Inc. Staff recommends awarding the bid to Progressive Contracting in the amount of $1,160,911.70.
Proposed Resolution	Staff recommends approval to award bid to Progressive Contracting, Inc. for the Fish Rock Park project in the amount of $1,160,911.70.
Cost	1,160,911.70
Action Taken	
Requested by	Mark Goble
File Attachments	councilagendafishrockpark110821150714.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 1,273,000.00

For all Contracts (Bid Awards and Purchase Contracts) over $50,000 Cortney will need to add it to the City Council Agenda for approval. *This form must be submitted to Cortney via email at least 9 days before the Council Meeting Date (i.e. The Tuesday the week before the Council Meeting).*

INSTRUCTIONS: Download the form, complete it, and send it via email to: Cortney.McRae@sgcity.org.

Was this a formal bid? YES If yes, how many bidders were there?
NO

Will you be using a state or other cooperative contract for your purchase?

YES If yes, from whom? _____ Contract # _____
NO

Subject:

Requesting approval to award bid to _____ for _____.
Vendor/Contractor Name Project Title

Applicant: _____ (Your Name)

Background: (How would you explain this project to a teenager who doesn't know everything?)

Cost:

Was this item approved in the budget? YES Budgeted Amount:

NO If no, provide information how the costs of the purchase will be covered:

Has this item been approved by Legal?
(Does the project have an approved contract drafted?) YES
NO (if not, it cannot be added to the agenda)

ATTACHMENTS: email Cortney any applicable files in PDF (bid tabs, quotes, photos, etc.)

I UNDERSTAND

BID TABULATION
FISH ROCK PARK
INQUIRY NO. 21-091

Bid Date: Tuesday, November 2, 2021; 2:00 p.m.

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		PCI		Interstate Rock Products		Feller Enterprises	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LUMP	1	$60,000.00	$60,000.00	$116,000.00	$116,000.00	$29,800.00	$29,800.00	$127,000.00	$127,000.00
2	TRAFFIC CONTROL	LUMP	1	$5,000.00	$5,000.00	$4,800.00	$4,800.00	$6,250.00	$6,250.00	$6,500.00	$6,500.00
3	DUST CONTROL AND WATERING	LUMP	1	$6,000.00	$6,000.00	$7,000.00	$7,000.00	$27,700.00	$27,700.00	$10,000.00	$10,000.00
4	ENVIRONMENTAL PROTECTION	LUMP	1	$4,000.00	$4,000.00	$5,800.00	$5,800.00	$9,600.00	$9,600.00	$7,500.00	$7,500.00
5	SURVEY	LUMP	1	$9,000.00	$9,000.00	$7,000.00	$7,000.00	$17,200.00	$17,200.00	$10,400.00	$10,400.00
6	RESTROOM	LUMP	1	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$313,500.00	$313,500.00	$267,715.50	$267,715.50
7	CITY FURNISHED, CONTRACTOR INSTALLED RETRACTABLE BOLLARD	EACH	2	$1,000.00	$2,000.00	$1,050.00	$2,100.00	$870.00	$1,740.00	$600.00	$1,200.00
8	CITY FURNISHED, CONTRACTOR INSTALLED PAVILION	LUMP	1	$30,000.00	$30,000.00	$27,000.00	$27,000.00	$26,000.00	$26,000.00	$30,082.00	$30,082.00
9	PAVILION FOUNDATION (FOOTINGS)	LUMP	1	$10,000.00	$10,000.00	$14,000.00	$14,000.00	$4,700.00	$4,700.00	$15,632.50	$15,632.50
10	POWER AND LIGHTING SYSTEM (PAVILION)	LUMP	1	$6,000.00	$6,000.00	$4,900.00	$4,900.00	$4,650.00	$4,650.00	$4,920.50	$4,920.50
11	POWER SYSTEM (RESTROOM)	LUMP	1	$6,500.00	$6,500.00	$1,500.00	$1,500.00	$1,750.00	$1,750.00	$1,599.00	$1,599.00
12	POWER & LIGHT SYSTEM (PICKLEBALL COURTS & BOLLARD LIGHTS)	LUMP	1	$6,500.00	$6,500.00	$13,000.00	$13,000.00	$13,900.00	$13,900.00	$14,294.80	$14,294.80
13	PICKLEBALL COURT LIGHT	EACH	8	$3,500.00	$28,000.00	$4,400.00	$35,200.00	$4,650.00	$37,200.00	$4,867.20	$38,937.60
14	BOLLARD LIGHT	EACH	5	$1,500.00	$7,500.00	$2,100.00	$10,500.00	$2,300.00	$11,500.00	$2,405.00	$12,025.00
15	PICKLEBALL POSTS, NET AND GROUND SLEEVES	EACH	4	$1,500.00	$6,000.00	$1,600.00	$6,400.00	$1,600.00	$6,400.00	$1,820.00	$7,280.00
16	CITY FURNISHED, CONTRACTOR INSTALLED PLAYGROUND EQUIPMENT	LUMP	1	$40,000.00	$40,000.00	$36,000.00	$36,000.00	$55,100.00	$55,100.00	$40,150.50	$40,150.50
17	CITY FURNISHED, CONTRACTOR INSTALLED PLAYGROUND SURFACING	SQ FT	1,870	$10.00	$18,700.00	$12.60	$23,562.00	$7.55	$14,118.50	$14.12	$26,404.40
18	CITY FURNISHED, CONTRACTOR INSTALLED 12' X 12' SHADE STRUCTURE	EACH	4	$2,500.00	$10,000.00	$6,300.00	$25,200.00	$4,400.00	$17,600.00	$7,031.38	$28,125.52
19	REMOVE SIDEWALK	SQ FT	400	$4.00	$1,600.00	$8.00	$3,200.00	$1.80	$720.00	$9.00	$3,600.00
20	UNCLASSIFIED EXCAVATION	CU YD	5,410	$15.00	$81,150.00	$10.60	$57,346.00	$27.50	$148,775.00	$7.50	$40,575.00
21	CATCH BASIN (3' X 3' X 3')	EACH	1	$4,500.00	$4,500.00	$2,320.00	$2,320.00	$3,800.00	$3,800.00	$4,500.00	$4,500.00
22	12 INCH ADS PIPE	FEET	60	$25.00	$1,500.00	$73.00	$4,380.00	$57.50	$3,450.00	$60.00	$3,600.00
23	UNTREATED BASE COURSE	CU YD	110	$40.00	$4,400.00	$39.00	$4,290.00	$76.00	$8,360.00	$55.00	$6,050.00
24	CHAT GRAVEL - 3" DEPTH 1/4" MINUS REBEL RED (FOR CHAT PATH)	SQ FT	1,950	$4.00	$7,800.00	$1.23	$2,398.50	$1.20	$2,340.00	$3.25	$6,337.50
25	HMA - 1/2 INCH	TON	120	$110.00	$13,200.00	$108.00	$12,960.00	$115.00	$13,800.00	$130.10	$15,612.00
26	6 INCH CURB WALL "A" CURB	FEET	230	$22.00	$5,060.00	$18.00	$4,140.00	$27.00	$6,210.00	$39.00	$8,970.00
27	6 INCH CURB (FOR CHAT PATH)	FEET	540	$5.00	$2,700.00	$18.00	$9,720.00	$29.00	$15,660.00	$19.50	$10,530.00
28	MOW CURB (FOR LANDSCAPE AREAS)	FEET	440	$5.00	$2,200.00	$18.00	$7,920.00	$23.00	$10,120.00	$19.50	$8,580.00
29	CURB & GUTTER TYPE HB30-6	FEET	225	$35.00	$7,875.00	$35.00	$7,875.00	$35.00	$7,875.00	$23.40	$5,265.00
30	4 INCH PAVEMENT MARKING PAINT	FEET	340	$3.00	$1,020.00	$1.60	$544.00	$1.75	$595.00	$2.28	$775.20
31	PAVEMENT MESSAGE	EACH	1	$300.00	$300.00	$53.00	$53.00	$115.00	$115.00	$58.50	$58.50
32	ADA SIGN ASSEMBLY	EACH	1	$500.00	$500.00	$340.00	$340.00	$465.00	$465.00	$383.50	$383.50
33	CONCRETE FLATWORK (4" THICK)	SQ FT	13,280	$6.00	$79,680.00	$5.00	$66,400.00	$5.75	$76,360.00	$7.50	$99,600.00
34	PLAYGROUND CONCRETE FLATWORK (4" THICK)	SQ FT	1,870	$5.00	$9,350.00	$5.50	$10,285.00	$5.75	$10,752.50	$7.50	$14,025.00
35	CONCRETE FLATWORK (5" THICK PAVILION SLAB)	SQ FT	1,075	$9.00	$9,675.00	$5.90	$6,342.50	$9.20	$9,890.00	$8.00	$8,600.00
36	PEDESTRIAN ACCESS RAMP	EACH	3	$3,500.00	$10,500.00	$3,292.00	$9,876.00	$2,000.00	$6,000.00	$2,500.00	$7,500.00
37	POST-TENSIONED CONCRETE	SQ FT	8,902	$10.00	$89,020.00	$12.00	$106,824.00	$10.50	$93,471.00	$15.00	$133,530.00
38	COURT SURFACING & STRIPING	SQ FT	8,900	$3.00	$26,700.00	$3.40	$30,260.00	$3.40	$30,260.00	$3.81	$33,909.00
39	4' CHAIN LINK FENCE (PVC COATING, BLACK)	FEET	116	$40.00	$4,640.00	$33.00	$3,828.00	$32.50	$3,770.00	$36.21	$4,200.36
40	6' CHAIN LINK FENCE (PVC COATING, BLACK)	FEET	340	$45.00	$15,300.00	$35.00	$11,900.00	$37.00	$12,580.00	$41.54	$14,123.60
41	CITY FURNISHED, CONTRACTOR INSTALLED WINDSCREEN	FEET	340	$0.50	$170.00	$3.00	$1,020.00	$5.80	$1,972.00	$2.60	$884.00
42	4 INCH SEWER LATERAL	FEET	50	$40.00	$2,000.00	$30.00	$1,500.00	$23.50	$1,175.00	$80.00	$4,000.00
43	4 INCH CLEANOUT (W/FRAME AND COVER)	EACH	1	$1,000.00	$1,000.00	$900.00	$900.00	$970.00	$970.00	$3,000.00	$3,000.00
44	2 INCH WATERLINE	FEET	90	$25.00	$2,250.00	$16.80	$1,512.00	$21.00	$1,890.00	$40.00	$3,600.00
45	2 INCH WATER METER SERVICE	EACH	1	$4,000.00	$4,000.00	$6,500.00	$6,500.00	$4,300.00	$4,300.00	$7,100.00	$7,100.00
46	CONTRACTOR FURNISHED ORGANIC COMPOST	CU YD	785	$30.00	$23,550.00	$28.00	$21,980.00	$28.00	$21,980.00	$69.61	$54,643.85

BID TABULATION CONTINUATION

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		plo		Interstate Rock Products		Feller Enterprises	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
47	RAIN BIRD 2" MASTER VALVE, MODEL NO. 200-PEB (CULINARY WATER)	EACH	1	$ 600.00	$600.00	$380.00	$380.00	$370.00	$370.00	$663.00	$663.00
48	TORO 2" FLOW SENSOR, MODEL NO. TFS-200	EACH	1	$ 700.00	$700.00	$307.00	$307.00	$305.00	$305.00	$1,599.00	$1,599.00
49	WILKINS 2" RP BACKFLOW PREVENTION DEVICE; MODEL NO. 975XLU W/INSULATED HOTROK ENCLOSURE	EACH	1	$ 5,000.00	$5,000.00	$3,712.00	$3,712.00	$3,700.00	$3,700.00	$2,593.50	$2,593.50
50	TORO TWO-WIRE SENTINEL CONTROLLER, WALL MOUNT, MODEL NO. SCN18WS3U	EACH	1	$ 7,000.00	$7,000.00	$8,816.00	$8,816.00	$8,800.00	$8,800.00	$24,180.00	$24,180.00
51	RAIN BIRD 2" TURF VALVE, MODEL NO. 200-PEB	EACH	6	$ 500.00	$3,000.00	$255.00	$1,530.00	$255.00	$1,530.00	$487.50	$2,925.00
52	RAIN BIRD CONTROL ZONE KIT, MODEL NO. XCZ-100-PRB-COM	EACH	8	$ 400.00	$3,200.00	$226.00	$1,808.00	$225.00	$1,800.00	$663.00	$5,304.00
53	TORO DECODER, MODEL NO. SB-DDC-1	EACH	15	$ 220.00	$3,300.00	$256.00	$3,840.00	$155.00	$2,325.00	$429.00	$6,435.00
54	2" MATCO-NORCA GATE VALVE, MODEL NO. 514T	EACH	4	$ 250.00	$1,000.00	$190.00	$760.00	$190.00	$760.00	$354.90	$1,419.60

55	4" MATCO-NORCA GATE VALVE, 200MD SERIES	EACH	3	$	300.00	$900.00	$371.00	$1,113.00	$370.00	$1,110.00	$2,125.50	$6,376.50
56	1" SIGNATURE QUICK COUPLER	EACH	4	$	140.00	$560.00	$110.00	$440.00	$110.00	$440.00	$456.30	$1,825.20
57	PULL BOX	EACH	5	$	100.00	$500.00	$76.00	$380.00	$75.50	$377.50	$31.20	$156.00
58	2" SCH 40 PVC MAINLINE	FEET	70	$	5.00	$350.00	$9.30	$651.00	$9.25	$647.50	$6.36	$445.20
59	4" SCH 40 PVC MAINLINE	FEET	430	$	12.00	$5,160.00	$16.00	$6,880.00	$16.00	$6,880.00	$17.98	$7,731.40
60	DETECTABLE WARNING TAPE, BLUE	FEET	500	$	0.15	$75.00	$0.46	$230.00	$0.46	$230.00	$0.78	$390.00
61	1" SCH 40 PVC LATERAL LINE	FEET	390	$	3.00	$1,170.00	$3.48	$1,357.20	$3.50	$1,365.00	$2.81	$1,095.90
62	1-1/2" SCH 40 PVC LATERAL LINE	FEET	820	$	3.50	$2,870.00	$4.64	$3,804.80	$4.65	$3,813.00	$4.91	$4,026.20
63	2" SCH 40 PVC LATERAL LINE	FEET	450	$	4.00	$1,800.00	$7.00	$3,150.00	$6.95	$3,127.50	$6.40	$2,880.00
64	3" SCH 40 PVC LATERAL LINE	FEET	250	$	5.00	$1,250.00	$9.00	$2,250.00	$9.25	$2,312.50	$10.84	$2,710.00
65	TORO 1" BLUE STRIPE HOSE, MODEL NO. T-EHD2667-066	FEET	4800	$	1.00	$4,800.00	$1.00	$4,800.00	$1.10	$5,280.00	$0.62	$2,976.00
66	4" SCH 40 PVC SLEEVE	FEET	550	$	12.00	$6,600.00	$12.00	$6,600.00	$11.50	$6,325.00	$17.98	$9,889.00
67	6" SCH 40 PVC SLEEVE	FEET	100	$	16.00	$1,600.00	$18.00	$1,800.00	$17.50	$1,750.00	$20.59	$2,059.00
68	1" SCH 40 PVC CONDUIT, GRAY	FEET	550	$	3.00	$1,650.00	$3.50	$1,925.00	$3.50	$1,925.00	$5.23	$2,876.50
69	IRRIGATION CONTROLLER WIRE – 14 U.F. TWO-WIRE BLUE MAXI-WIRE	FEET	570	$	1.50	$855.00	$1.00	$570.00	$0.99	$564.30	$2.03	$1,157.10
70	RAIN BIRD SPRAYER, 1806, MODEL NO. 1806-SAM-PRS-18VAN(NOZZLE-SEE PLANS)	EACH	16	$	25.00	$400.00	$25.00	$400.00	$24.50	$392.00	$69.38	$1,110.08
71	RAIN BIRD ROTOR, 8005 STAINLESS STEEL; MODEL NO. 8005-SS-(NOZZLE-SEE PLANS)	EACH	37	$	100.00	$3,700.00	$111.00	$4,107.00	$110.00	$4,070.00	$268.52	$9,935.24
72	TORO 5/8" DRIP-IN PC, MODEL NO. PCB1810-12 WITH 1.0 GPH, 12" EMITTER SPACING	FEET	3120	$	1.50	$4,680.00	$0.75	$2,340.00	$0.75	$2,340.00	$0.94	$2,932.80
73	RAIN BIRD 1/4" DISTRIBUTION TUBING, MODEL NO. PT-025	FEET	5308	$	0.30	$1,592.40	$0.25	$1,327.00	$0.23	$1,220.84	$0.16	$849.28
74	RAIN BIRD 2.0 GPH SINGLE OUTLET EMITTER, MODEL No. XB-20PC (RED)	EACH	1327	$	0.40	$530.80	$0.30	$398.10	$0.29	$384.83	$1.33	$1,764.91
75	RAIN BIRD 1/4" TUBING STAKE WITH BUG CAP, MODEL No. TS-025WCAP	EACH	1327	$	0.50	$663.50	$0.30	$398.10	$0.29	$384.83	$1.21	$1,605.67
76	TURF SOD – DWARF TALL FESCUE	SQ FT	57900	$	0.80	$46,320.00	$0.75	$43,425.00	$0.75	$43,425.00	$1.12	$64,848.00
77	SMALL BOULDER – 2' TO 3' DIA. TAN LIMESTONE	EACH	65	$	40.00	$2,600.00	$1.10	$71.50	$110.00	$7,150.00	$169.00	$10,985.00
78	LARGE BOULDER – 5' TO 6' DIA. TAN LIMESTONE	EACH	29	$	80.00	$2,320.00	$145.00	$4,205.00	$145.00	$4,205.00	$260.00	$7,540.00
79	LANDSCAPE BOULDER FEATURE – TAN LIMESTONE (SEE PLANS)	FEET	85	$	100.00	$8,500.00	$145.00	$12,325.00	$145.00	$12,325.00	$52.00	$4,420.00
80	ROCK COBBLE – 6" DEPTH, 3" TO 12" JACKSON VALLEY RIVER ROCK	CU YD	76	$	70.00	$5,320.00	$99.00	$7,524.00	$98.50	$7,486.00	$169.00	$12,844.00
81	CHAT GRAVEL – 2" DEPTH, ¼" MINUS CAPPUCCINO	CU YD	150	$	70.00	$10,500.00	$75.00	$11,250.00	$75.50	$11,325.00	$117.00	$17,550.00
82	24" BOX TREE – FAN TEX ASH (STD)	EACH	6	$	400.00	$2,400.00	$372.00	$2,232.00	$370.00	$2,220.00	$499.20	$2,995.20
83	24" BOX TREE – MIMOSA TREE (STD)	EACH	10	$	400.00	$4,000.00	$372.00	$3,720.00	$370.00	$3,700.00	$499.20	$4,992.00
84	24" BOX TREE – WILSON OLIVE (MULTI)	EACH	27	$	400.00	$10,800.00	$372.00	$10,044.00	$370.00	$9,990.00	$561.60	$15,163.20
85	24" BOX TREE – RED PUSH CHINESE PISTACHE (STANDARD)	EACH	7	$	400.00	$2,800.00	$372.00	$2,604.00	$370.00	$2,590.00	$561.60	$3,931.20
86	24" BOX TREE – MEXICAN SYCAMORE (STANDARD)	EACH	8	$	400.00	$3,200.00	$372.00	$2,976.00	$370.00	$2,960.00	$499.20	$3,993.60
87	24" BOX TREE – MAVERICK MESQUITE (MULTI-STEM)	EACH	8	$	400.00	$3,200.00	$372.00	$2,976.00	$370.00	$2,960.00	$561.60	$4,492.80
88	24" BOX TREE – VELVET MESQUITE	EACH	3	$	400.00	$1,200.00	$372.00	$1,116.00	$370.00	$1,110.00	$499.20	$1,497.60
89	24" BOX TREE – SOUTHERN LIVE OAK (STANDARD)	EACH	14	$	400.00	$5,600.00	$372.00	$5,208.00	$370.00	$5,180.00	$499.20	$6,988.80
90	24" BOX TREE – CHASTE TREE (MULTI)	EACH	21	$	400.00	$8,400.00	$372.00	$7,812.00	$370.00	$7,770.00	$514.80	$10,810.80
91	5 GALLON SHRUB – GRAY DESERT SPOON	EACH	74	$	40.00	$2,960.00	$372.00	$27,528.00	$28.00	$2,072.00	$52.00	$3,848.00
92	5 GALLON SHRUB – RED YUCCA	EACH	72	$	40.00	$2,880.00	$20.00	$1,440.00	$21.00	$1,512.00	$46.80	$3,369.60
93	5 GALLON SHRUB – GREEN CLOUD TEXAS SAGE	EACH	83	$	40.00	$3,320.00	$20.00	$1,660.00	$21.00	$1,743.00	$46.80	$3,884.40
94	5 GALLON SHRUB – WHITE CLOUD MUHLY GRASS	EACH	41	$	40.00	$1,640.00	$20.00	$820.00	$21.00	$861.00	$52.00	$2,132.00
95	5 GALLON SHRUB – REGAL MIST GRASS	EACH	46	$	40.00	$1,840.00	$20.00	$920.00	$21.00	$966.00	$52.00	$2,392.00
96	5 GALLON SHRUB – GULF STREAM BAMBOO	EACH	68	$	40.00	$2,720.00	$33.00	$2,244.00	$32.50	$2,210.00	$54.60	$3,712.80
97	5 GALLON SHRUB – DWARF RED OLEANDER	EACH	50	$	40.00	$2,000.00	$21.00	$1,050.00	$21.00	$1,050.00	$52.00	$2,600.00
98	5 GALLON SHRUB – ENGELMANN PRICKLY PEAR	EACH	19	$	40.00	$760.00	$28.00	$532.00	$37.00	$703.00	$62.40	$1,185.60
99	5 GALLON SHRUB – RUSSIAN SAGE	EACH	83	$	40.00	$3,320.00	$21.00	$1,743.00	$21.00	$1,743.00	$52.00	$4,316.00
100	5 GALLON SHRUB – SPANISH BROOM	EACH	36	$	40.00	$1,440.00	$21.00	$756.00	$21.00	$756.00	$52.00	$1,872.00
101	5 GALLON SHRUB – TRAILING ROSEMARY	EACH	60	$	40.00	$2,400.00	$21.00	$1,260.00	$21.00	$1,260.00	$41.60	$2,496.00
102	1 GALLON SHRUB – FIRECRACKER PENSTEMON	EACH	82	$	15.00	$1,230.00	$10.00	$820.00	$9.25	$758.50	$20.80	$1,705.60
					TOTAL CONSTRUCTION COST	**$1,076,016.70**	TOTAL BID:	**$1,160,911.70**	TOTAL BID:	**$1,300,924.30**	TOTAL BID:	**$1,469,797.11**



THE LEDGES PARK

concept plan

St.George
THE BRIGHTER SIDE

JOHNSON ARCH DR.

RED RACER DRIVE

NORTHGATE PEAKS DR.

ARAYNA LANE

LEDGES PKWY

2" WATER METER SERVICE
(WATER METER FURNISHED BY OTHERS)
2" WATER SERVICE LINE
TAP INTO FIRE HYDRANT LINE

EXISTING 3" POWER CONDUIT
(EMPTY, FIELD VERIFY)

EXISTING FIRE HYDRANT

EXISTING 4 INCH SEWER CLEANOUT
CONNECT NEW LATERAL
~INVERT: 3828.70

REMOVE EXISTING SECONDARY POWER BOX,
EXTEND (1) 3" CONDUIT TO RESTROOM
METER LOCATION

35.0' OF 4 INCH
SEWER LATERAL
2% MIN. SLOPE

INSTALL 350 MCM TRIPLEX (ALUM.)
(TRANSFORMER TO METER)
L=290 FT +/-, FIELD VERIFY

2+86.21, 139.64' LT
END 4 INCH SEWER LATERAL WITH
CLEANOUT WITHIN 5' OF BUILDING
CONNECT TO RESTROOM PLUMBING
~INVERT: 3829.70

200 AMP METER
120/240 VOLT
SINGLE PHASE SERVICE
INSTALL ON OUTSIDE
OF BUILDING AS SHOWN

2 INCH WATERLINE

2+96.03, 133.19' LT
END 2 INCH WATERLINE
CONNECT TO RESTROOM PLUMBING

RESTROOM
FINISH FLOOR
ELEV: 3836.00

5+45.02, 80.59' RT
3' X 3' X 3' CATCH BASIN
RIM: 3829.50
INVERT 12" ADS: 3826.50
CONNECT 12" ADS INTO
EXISTING CATCH BASIN

1+00 1+50 2+00 2+50 3+00 3+50 4+00 4+50 5+00 5+50 6+00 6+50

N

GRAPHIC SCALE
25 0 25 50
(IN FEET)

NO.	REVISIONS	BY	DATE

MAINLINE ENGINEERING

MAINLINE ENGINEERING
260 WEST ST. GEORGE BLVD
SUITE 105
ST. GEORGE, UT 84770

CITY OF ST. GEORGE
PARK PLANNING
380 NORTH 3050 EAST
ST. GEORGE, UT 84790

DATE 08/19/2021
DRAWN BY PBG
CHECKED BY TAR

PROFESSIONAL ENGINEER

PROJECT: FISH ROCK PARK PROJECT
INQUIRY NUMBER: 21-091
MAINLINE PROJ. #: 20-019
SHEET NAME: UTILITY SHEET

SHEET UT-01

Utility Design Approved by the JUC: 06/29/2021

P:\2020\20-019 - St George - Ledges Park\Plans\UT.dwg Aug 19, 2021 - 11:40am

DRAFT

Agenda Item Number: **1b**

Request For Council Action

Date Submitted	11/10/2021 12:22 PM
Proposed City Council Date	11/18/2021
Applicant	Jay Sandberg
Subject	Consider approval of an agreement for the conveyance of property for Mall Drive on Parcel SG-5-2-28-4381.
Background	This is a parcel of property needed to widen Mall Drive on the south side of the road just east of Maverik.
Proposed Resolution	Approve
Cost	0.00
Action Taken	
Requested by	Shawn Guzman
File Attachments	agreementtoconveyrealpropertybwcityandmountaindivisionsg-5-2-28-4381111021
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

rec'd 11/9/21

waller

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

615.244.6380 main
615.244.6804 fax
wallerlaw.com

David P. Wright
615.850.8757 direct
david.wright@wallerlaw.com

November 8, 2021

By Overnight Delivery

Tani Pack Downing
City of St. George
175 East 200 North
St. George, Utah 84770

Re: Portion of Parcel SG-5-2-28-4381 -- Agreement to Convey Real Property between City of St. George and Mountain Division, Inc.

Dear Ms. Downing:

We represent Mountain Division, Inc. and are enclosing the referenced Agreement to Convey Real Property executed on behalf of our client. Once fully executed on behalf of the City of St. George, pease return a copy of the fully executed agreement to me by email, mail, or overnight delivery service.

Please note that I am also holding an executed Special Warranty Deed. Once the Agreement is fully executed, I will deliver that deed to Southern Utah Title Company to hold in escrow.

Very truly yours,

David P. Wright

Enclosure

cc: Sam Burgess

St.George

THE BRIGHTER SIDE

AGREEMENT TO CONVEY REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the "City"), and Mountain Division, Inc., a Utah corporation ("Seller"), hereby enter this instrument effective as of _____ (the "Effective Date").

RECITALS

A. The City desires to acquire real property consisting of a portion of parcel SG-5-2-28-4381 as described on the legal description attached to the form special warranty deed attached hereto as Exhibit A (the "Property").

B. The City desires to fully construct Mall Drive adjacent to Seller's property.

C. Seller is willing and able to transfer the Property to the City pursuant to the provisions of this instrument.

D. The parties now desire to memorialize their discussions in this instrument as a final written expression of their agreement in connection with the conveyance of the Property by Seller to the City (the "Conveyance").

TERMS

Based on the foregoing recitals and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1 Conveyance. On the terms and conditions stated below, Seller shall convey the Property to the City by delivering a duly executed and notarized original of the document attached hereto as Exhibit A, titled "Special Warranty Deed," by which Seller shall convey all of Seller's interest in the Property to the City.

2 Property Improvement. On the terms and conditions stated below the City shall, at its expense, complete the improvements described on the attached Exhibit B.

3 Escrow. The Conveyance shall be consummated through an escrow through Southern Utah Title Company, attention: Elwin Prince, 157 E. Riverside Drive, Suite 1B, St. George, UT 84790, Phone No.: (435) 652-4804, Email: elwin@sutc.com ("Escrow Agent").

(a) Opening of Escrow. Immediately upon execution hereof, the parties shall open escrow by delivering a fully executed copy of this instrument to Escrow Agent, along with Seller delivering into escrow with Escrow Agent the duly executed Special Warranty Deed in the form attached as Exhibit A. This instrument shall constitute the Escrow Agent's instructions and Escrow Agent is hereby authorized and

instructed to act in accordance with the provisions of this instrument; provided, however, that the parties agree to execute and return to Escrow Agent within 10 days after the receipt thereof such additional standard escrow instructions, not inconsistent with this instrument, that Escrow Agent may reasonably require. No failure by either party to execute such additional standard escrow instructions will affect the validity or enforceability of this instrument in any manner. In the event of any inconsistency between such additional standards escrow instructions and this instrument, the terms of this instrument will prevail.

(b) Closing Conditions. The City shall have no obligation to complete the Conveyance unless and until each of the following conditions (the "Closing Conditions") is met to the satisfaction of the City, as determined by the City in the City's sole and absolute discretion:

(1) Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City's approval, Seller hereby grants to the City and the City's agents and consultants a license to enter upon the Property for the purpose of conducting, at the City's sole expense, the City's review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City's inspection. The City shall indemnify, defend, and holder Seller harmless for any expenses or claims resulting from the City's entry onto the Property. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller.

(2) Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City's approval, prior to the Effective Date Seller has delivered to the City a copy of the owner's title policy and survey on Seller's property that is contained in Seller's files. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records.

(3) Legislative Approval. The St. George City Council shall legislatively approve this instrument, in the City Council's sole and absolute discretion.

(c) Failure of Conditions. If any condition is not fulfilled, the City may terminate this instrument at any time by notifying Seller and Escrow Agent in writing, upon which notice this instrument shall be null and void and neither party shall have any further obligation or liability pursuant to this instrument. Upon termination pursuant to this section, Escrow Agent shall return all documents and funds received from either party to the submitting party.

(d) Close of Escrow. If the City approves the Closing Conditions, the City shall notify Seller and Escrow Agent in writing. Upon receipt of the City's notice, (i) Seller (or its counsel) shall within 24 hours provide authorization to the City and Escrow Agent to release Seller's Special Warranty Deed from escrow, which shall not be unreasonably withheld and (ii) then Escrow Agent shall promptly proceed to record such Special Warranty Deed.

(1) The City's Obligations. The City shall be responsible for all of the closing costs, including but not limited to the cost of any policy of title insurance the City elects to purchase, it being understood that there will not be any recording fee. The City shall also be responsible for any expenses incurred by the City

related to this transaction, including any taxes assessed by Washington County Recorder as a result of this transaction, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

(2) Seller's Obligations. Seller shall be responsible for any expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any, any commission to Seller's broker, if any, and the payment of any taxes or fees related to the Property accruing on or before the date the Warranty Deed is recorded.

4 Representations and Warranties. Seller hereby represents and warrants to the City as follows:

(a) Authority. Seller has all requisite power and authority to execute and deliver this instrument, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this instrument, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of Seller. This instrument has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

(b) No Conflicts. The execution and delivery of this instrument and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of Seller, or any material contract by which Seller is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the Property; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument, except to the extent otherwise disclosed in this Agreement.

(c) Foreign Status. Seller is not a "foreign person" as defined under Section 1445(f) of the Internal Revenue Code.

(d) Legal Proceedings. There are no claims, actions, suits, or proceedings pending or threatened against the Property or Seller that would reasonably be expected to result in the issuance of a writ, judgment, order or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this instrument.

(e) Patriot Act Compliance. Neither Seller nor its affiliates is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws"). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included

on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor its affiliates or any of its brokers or other agents in any capacity in connection with the sale of the Property (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person or entity controlling or controlled by Seller, is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, "Government Lists"), and the monies used by Seller in connection with this instrument and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(f) Solvency. Seller has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Seller or any of its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking appointment of a receiver, trustee, custodian or other similar official for any of them or for all or any substantial part of its or their property.

(g) Brokers. Seller has not employed any broker, finder, investment banker, or financial advisor as to whom Seller may have any obligation to pay any brokerage or finder's fees, commissions or similar compensation in connection with the transactions contemplated hereby.

(h) Untrue Statements. To the knowledge of Seller, none of the representations and warranties in this Section contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect.

5 Default, Remedies and Termination. It shall constitute an event of default of this instrument if any party fails to timely deliver any of its performances at the times indicated herein. The defaulting party shall also be liable to pay any escrow cancellation charges. In no event shall either party be entitled to recover lost profits or appreciation or other consequential damages. Additionally:

(a) Default by Seller. If Seller defaults on this instrument, the City's exclusive remedies shall be to either: (i) terminate this instrument; or (ii) pursue an action for specific performance against Seller.

(b) Default by the City. If the City defaults on this instrument, Seller's exclusive remedy shall be to terminate this instrument and receive $1,000.00 as liquidated damages.

6 Miscellaneous Provisions

(a) Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this instrument. All recitals set forth at the beginning of this instrument are, by this reference, fully incorporated into this instrument and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this instrument are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this instrument in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "party" and "parties" refer only to a named party or parties to this instrument unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of this instrument upon advice of their own, independent counsel or had the opportunity to do so, and this instrument must be construed fairly and equally as to all parties as if drafted jointly by them. If there is any conflict between the terms of this instrument and any other related documents, including any exhibits identified herein, the terms of this instrument shall prevail.

(b) Acknowledgement of Public Disclosure Laws. Sponsor hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Sponsor pursuant to this Agreement may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.

(c) Beneficiaries. This instrument shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. This instrument is intended for the exclusive benefit of the parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

(d) Entire Agreement. The parties intend that this instrument is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. This instrument supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the terms agreed upon between the parties. No party relied on any other term, warranty, and/or covenant as an inducement to enter this instrument.

(e) Amendment. The parties shall not amend or modify this instrument in any way unless in writing signed by the parties.

(f) Further Action. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective

obligations under this instrument in order to carry out the intent of the parties in consummating this transaction.

(g) Time of the Essence. Time is of the essence in each and every term and provision of this instrument. All references to days herein shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act required by this instrument falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

(h) Waiver. Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of this instrument, nor the waiver of any breach of any of the terms and conditions of this instrument, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(i) Severability. If any court of competent jurisdiction declares any portion of this instrument unenforceable, the parties shall deem such portion as severed from this instrument, and shall deem the remaining parts of this instrument, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this instrument. The parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

(j) Forum and Law. Utah law shall govern this instrument without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this instrument shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

(k) Attorney's Fees. In any civil action to enforce this instrument commenced in a court of proper jurisdiction, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney's fees and costs incurred by the prevailing party, including pre-litigation efforts related to the dispute that is the subject of the action.

(l) Notices, Requests, and Communications. Unless otherwise set forth above, all notices, requests, and communications required by this instrument shall be in writing. Any party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to the City: City of St. George
Attn: City Engineer
175 E. 200 N.
St. George, UT 84770

with a copy to: City of St. George
Attn: City Attorney
175 E. 200 N.
St. George, UT 84770

If delivered to Seller: Mountain Division, Inc.
C/O HCA Healthcare Inc.
Attn: Real Estate Dept
One Park Plaza
Nashville, TN 37203

Any party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

(m) Not a Referral Source. The City hereby represents and warrants to Seller that the City is not a Referral Source (as hereinafter defined). For the purpose of this provision, "Referral Source" shall mean any Person (as hereinafter defined) who (a) makes, who is in a position to make, or who could influence the making of referrals of patients to any health care facility; (b) has a provider number issued by Medicare, Medicaid or any other government health care program; or (c) provides services to patients who have conditions that might need to be referred for clinical or medical care, and participates in any way in directing, recommending, arranging for or steering patients to any health care provider or facility. "Person" means any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

7 Execution. By executing this instrument below, the executing individuals acknowledge that (1) they have read this instrument, (2) they understand its terms, (3) they have had the opportunity to have this instrument reviewed by independent counsel, (4) they have the full and complete authority to execute this instrument on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this instrument in full. The failure of any executing individual to date their signature will not affect the validity of this instrument.

8 Counterparts. The parties may execute this instrument in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Facsimile and other copies shall have the same force and effect as the original.

***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

In witness of their intention to be bound by the above terms, the parties hereby execute this instrument as follows:

CITY OF ST. GEORGE

_____ By: _____
Date Michele Randall, Mayor

Attested: By: _____
Christina Fernandez, City Recorder

Approved: By: _____
Bryan Pack, Assistant City Attorney

MOUNTAIN DIVISION, INC.

11/5/21 By: Nicholas L. Paul
Date Nicholas L. Paul, Vice President

EXHIBIT A
Special Warranty Deed

When Recorded Return To:
City of St. George
Attn: City Attorney
175 East 200 North
St. George, Utah 84770

a portion of Tax ID: SG-5-2-28-4381

SPECIAL WARRANTY DEED

Mountain Division, Inc., a Utah corporation, Grantor, hereby conveys and warrants against all who claim by, through, or under Grantor to the City of St. George, a Utah municipal corporation, Grantee, for the sum of Ten dollars ($10.00) and other good and valuable consideration, fee title to real property owned by Grantor in Washington County, State of Utah, more fully described as shown on Exhibit A, attached hereto and made hereof.

SUBJECT TO: Covenants, Conditions, Reservations, Rights, Rights of Way, Easements and Encumbrances now of record.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or appertaining.

In witness of an intention to be bound by this instrument, Grantor hereby executes this instrument as follows:

MOUNTAIN DIVISION, INC.
a Utah corporation

By:_____
Nicholas L. Paul, Vice President

STATE OF TENNESSEE)
ss.
COUNTY OF DAVIDSON)

On _____, before me, a notary public, personally appeared Nicholas L. Paul, Vice President of Mountain Division, Inc., a Utah corporation, who 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 voluntarily for its stated purpose.

_____
NOTARY PUBLIC

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

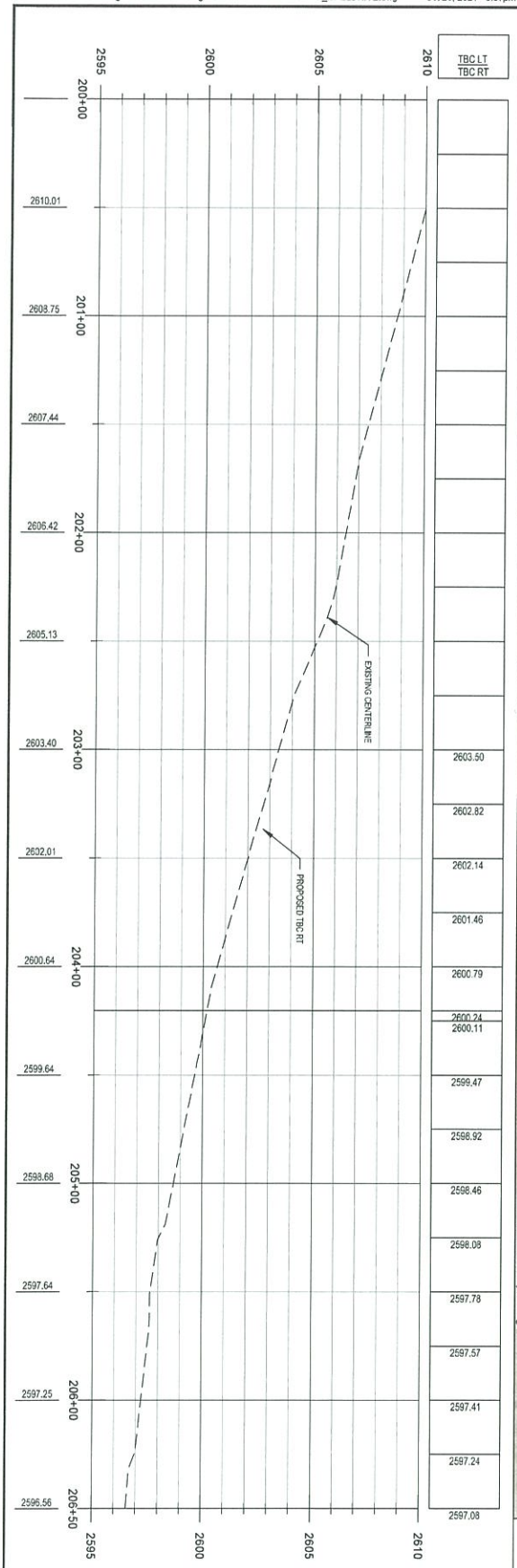
Beginning at the westerly corner of Dinosaur Crossing Subdivision Phase 2 – Amended, said point being North 00°54'14" East 1,088.59 feet along the section line and East 1,180.44 feet from the South Quarter Corner of Section 28, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

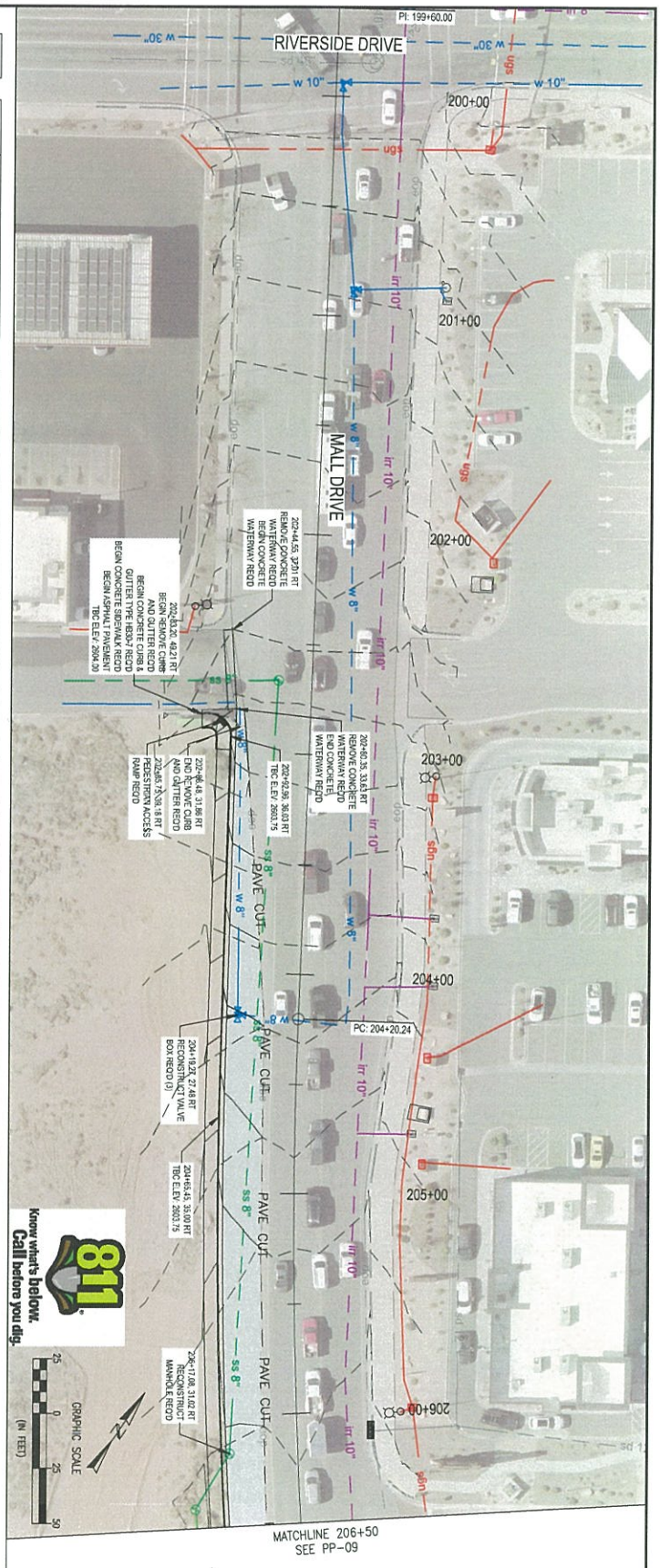
thence southeasterly the following (3) courses along the westerly line of Dinosaur Crossing Subdivision Phase 2 – Amended;
thence South 35°01'43" East 132.76 feet;
thence Southeast 1,089.88 feet along an arc of a 2,565.00 foot radius curve to the left (center bears North 55°01'08" East, long chord bears South 47°09'13" East 1,081.70 feet with a central angle of 24°20'43");
t hence South 30°40'25" West 29.15 feet;
thence North 52°38'19" West 28.35 feet;
thence Northwest 119.76 feet along an arc of a 2,591.01 foot radius curve to the right (center bears North 31°17'47" East, long chord bears North 57°22'46" West 119.75 feet with a central angle of 02°38'54");
thence West 52.48 feet along an arc of a 34.00 foot radius curve to the left (center bears South 33°56'41" West, long chord bears South 79°43'31" West 47.42 feet with a central angle of 88°26'21");
thence South 35°30'20" West 10.21 feet;
thence North 54°29'40" West 67.00 feet;
thence Northeast 5.78 feet along an arc of a 34.00 foot radius curve to the left (center bears North 54°29'40" West, long chord bears North 30°38'13" East 5.77 feet with a central angle of 09°44'14");
thence North 05°17'25" West 10.32 feet;
thence North 00°55'32" East 8.08 feet;
thence North 12°03'57" East 8.98 feet;
thence Northwest 18.87 feet along an arc of a 34.00 foot radius curve to the left (center bears South 68°41'38" West, long chord bears North 37°12'36" West 18.63 feet with a central angle of 31°48'27");
thence Northwest 103.64 feet along an arc of a 2,601.01 foot radius curve to the right (center bears North 36°53'11" East, long chord bears North 51°58'19" West 103.64 feet with a central angle of 02°16'59");
thence North 44°44'28" West 120.32 feet;
thence Northwest 596.91 feet along an arc of a 2,591.01 foot radius curve to the right (center bears North 41°48'58" East, long chord bears North 41°35'02" West 595.59 feet with a central angle of 13°11'59");
thence North 35°01'43" West 132.20 feet;
thence North 53°29'17" East 26.01 feet to the Point of Beginning.

Containing 37,331 square feet or 0.86 acres.

EXHIBIT B
Plans

P:\2020\20-025 - St George - 3000 E Widening - 1580 E to Mall Dr\Plans\PP_MALLDRIVE.dwg Oct 20, 2021 - 5:07pm





SHEET	PROJECT	3000 EAST WIDENING 1580 SOUTH TO MALL DRIVE	DATE 08/03/2021	DRAWN BY PBG	CHECKED BY TAR	
PP-08	INQUIRY NUMBER	21-068	MAINLINE PROJ. #	20-025		
	SHEET NAME	PLAN & PROFILE SHEET	Phil B. Giles PROFESSIONAL ENGINEER			

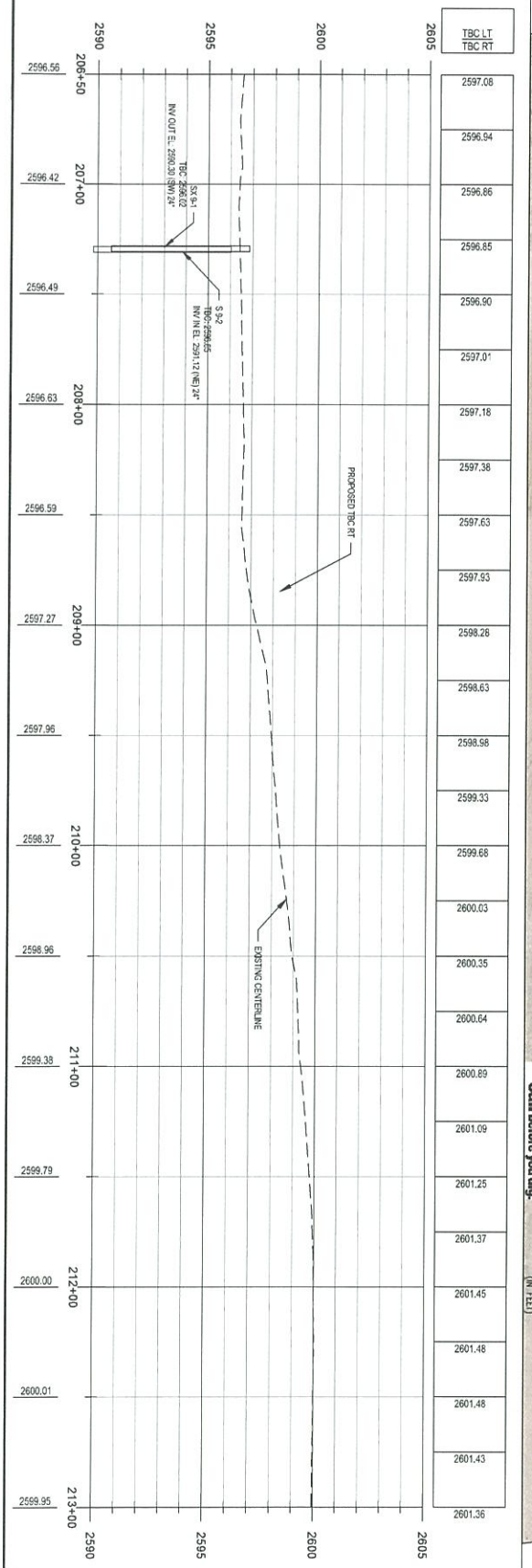
MAINLINE ENGINEERING

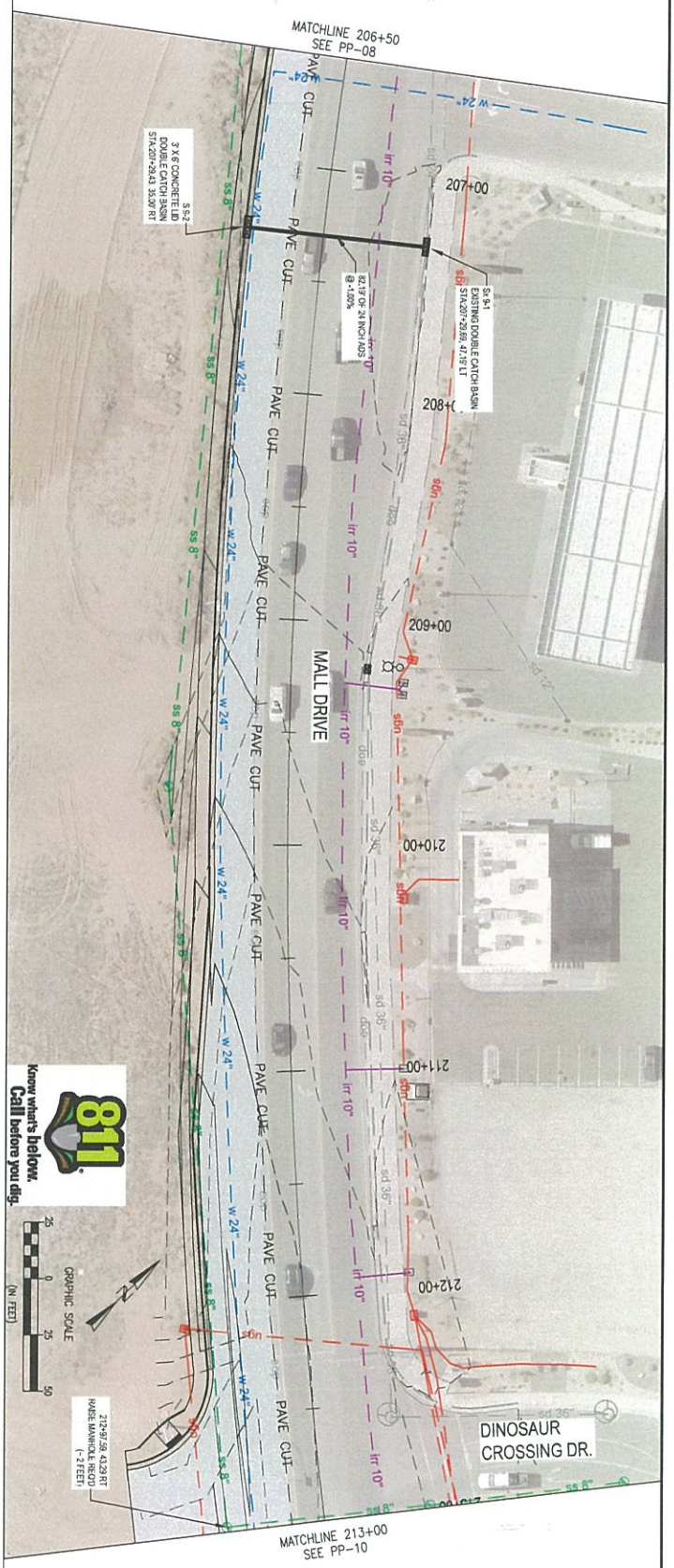
MAINLINE ENGINEERING
321 NORTH MALL DRIVE
SUITE T101
ST. GEORGE, UT 84790

CITY OF ST. GEORGE
PUBLIC WORKS
175 NORTH 200 EAST
ST. GEORGE, UT 84770

NO.	REVISIONS	BY	DATE

P:\2020\20-025 - St George - 3000 E Widening - 1580 E to Mall Dr\Plans\PP_MALLDRIVE.dwg Oct 20, 2021 - 5:07pm





Know what's below. Call before you dig.

SHEET PP-09	PROJECT	3000 EAST WIDENING 1580 SOUTH TO MALL DRIVE	DATE 08/03/2021	DRAWN BY PBG	CHECKED BY TAR
	INQUIRY NUMBER	21-068	MAINLINE PROJ. #	20-025	
	SHEET NAME	PLAN & PROFILE SHEET			

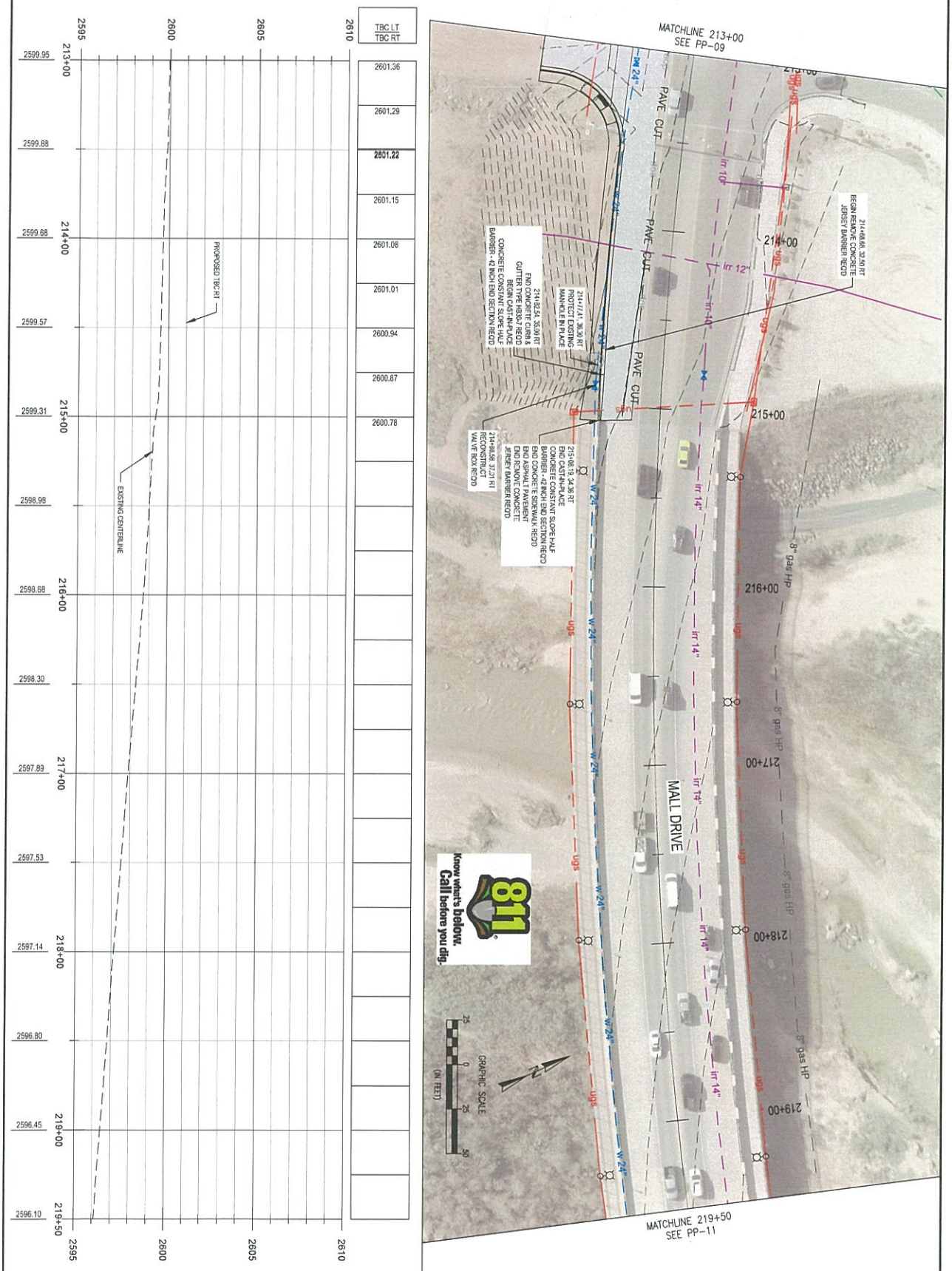
Phil B. Giles
PROFESSIONAL ENGINEER

MAINLINE ENGINEERING
MAINLINE ENGINEERING
321 NORTH MALL DRIVE
SUITE T101
ST. GEORGE, UT 84790

CITY OF ST. GEORGE
PUBLIC WORKS
175 NORTH 200 EAST
ST. GEORGE, UT 84770

NO.	REVISIONS	BY	DATE

P:\2020\20-025 - St George - 3000 E Widening - 1580 E to Mall Dr\Plans\PP_MALLDRIVE.dwg Oct 20, 2021 - 5:08pm



SHEET PP-10	PROJECT	3000 EAST WIDENING 1580 SOUTH TO MALL DRIVE	DATE 08/03/2021	DRAWN BY PBG	CHECKED BY TAR
	INQUIRY NUMBER	21-068	MAINLINE PROJ. # 20-025		
	SHEET NAME	PLAN & PROFILE SHEET			

Phil B. Giles
PROFESSIONAL ENGINEER

MAINLINE ENGINEERING
MAINLINE ENGINEERING
321 NORTH MALL DRIVE
SUITE T101
ST. GEORGE, UT 84790

CITY OF ST. GEORGE
PUBLIC WORKS
175 NORTH 200 EAST
ST. GEORGE, UT 84770

NO.	REVISIONS	BY	DATE

DRAFT

Agenda Item Number: **1c**

Request For Council Action

Date Submitted	11/10/2021 01:37 PM
Proposed City Council Date	11/18/2021
Applicant	Water Services Dept.
Subject	Consider approval of a Professional Services Agreement with Landmark Testing and Engineering for the geotechnical investigation, construction materials testing, and special inspections services for the Bloomington Hills Irrigation Tank.
Background	This Professional Services Agreement is for the geotechnical investigation, materials testing, and special inspection services for the Bloomington Hills Irrigation Tank. The irrigation tank will be constructed near the existing Bloomington Hills upper culinary water tank and will replace the existing smaller irrigation steel tank.
Proposed Resolution	Water Services Staff recommends approval of the PSA
Cost	$10,828
Action Taken	
Requested by	Scott Taylor
File Attachments	yp3985bloomingtonhillsirrigationtank2780est1450sstirrigationlineproposal1110211 certofins-cityofstgeorge111021133725.PDF bloomingtonhillsirrigationtank-landmarktesting111521155931.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** Part of $1,098,000 project

October 26, 2021

City of St. George
Attn: Kade Bringhurst
175 East 200 North
St. George, UT 84770

Re: Bloomington Hills Irrigation Tank
2780 East Street and 1450 South Street Irrigation
Geotechnical Investigation and
Construction Materials Testing and Special Inspection Services
Landmark Proposal YP3985

Kade,

Landmark Testing & Engineering is pleased to submit this proposal to provide a geotechnical investigation for a proposed 1.0-million-gallon, partially buried, irrigation water tank to be located west of the existing B.A.T. water tank, on the south side of Bloomington Hills in St. George, Utah. This proposal also includes Construction Materials Testing fees for the proposed Irrigation Tank and 2780 East Street 1450 South Street Irrigation Projects.

GEOTECHNICAL INVESTIGATION

An exhibit of the Irrigation Tank has been provided to us by Alliance Consulting and has been reviewed in preparation of this proposal.

The soils on the project site are mapped by the Utah Geological Survey (UGS) as the Harrisburg Member of Kaibab Formation (Pkh) which consists of, "Light-gray, fossiliferous, sandy, fine- to medium-grained limestone interbedded with red and gray gypsiferous siltstone, sandstone, and gray gypsum beds up to several feet thick; beds of cherty limestone and sandy limestone about 20 feet (6 m) thick."[1] Based on our observation of the cut face excavated for the B.A.T. water tank east of the proposed tank site, we anticipate that subsurface conditions will be similar to the geologic mapping of the area.

In order to determine the subsurface conditions of the soils and bedrock on the project site and provide recommendations for earthwork, subgrade preparation, and foundation design for the water tank we propose the following scope of work.

1 Interactive Geologic Map Portal, Retrieved September 20, 2021, from Utah Geological Survey, https://geology.utah.gov/apps/intgeomap.

SCOPE OF WORK (GEOTECHNICAL)

Task 1 - Geotechnical Investigation

Due to the steepness of the slope and rugged nature of the terrain in the area, access to the proposed tank site is limited. We propose to complete one boring within the east side of the proposed tank footprint upon the graded pad for the B.A.T. tank. The boring will be drilled to a depth of 30 feet below ground surface in order to provide approximately 10 feet of data below the finish floor elevation of the proposed tank. The boring will be drilled with a track mounted, ODEX drill rig. This drill uses casing to line the hole when passing through soil overburden. Drive samples will be obtained in soil layers and bedrock will be cored, as appropriate, to assess subsurface conditions. The rock-quality designation (RQD) will be determined on rock core samples. A continuous log of the boring will be maintained in the field. The boring will be backfilled immediately upon completion of sampling and logging.

Task 2 - Laboratory Testing

Depending on subsurface conditions encountered, laboratory testing will be performed to evaluate soil/bedrock properties and to provide data for earthwork and foundation design. We anticipate that testing may include the following items.

- Mechanical gradations and Atterberg Limits to assist in soil classification and for correlations with design parameters.
- Collapse/swell tests to assess potential volume change of soils upon wetting.
- Unit weight and moisture content for correlation with design parameters.
- Unconfined compressive strength of bedrock.
- Water soluble sulfate for corrosion potential of soils.

Task 3 - Geotechnical Investigation Report

Landmark Testing & Engineering will issue a final report that will include the following:

- Site map showing the project layout with investigation locations.
- Investigation logs that will include sampling method, sample locations, soil descriptions and classifications in accordance with ASTM D2487, and depth to water (if encountered).
- Soil/bedrock classification and terminology chart for the logs.
- Description of surface and subsurface conditions encountered including geologic setting, and location of groundwater, if encountered.
- Results of laboratory tests.
- Seismicity and seismic coefficients.
- Slope stability analysis.
- Liquefaction and lateral spread analysis.
- Earthwork recommendations including excavation requirements, use of on-site materials, earthwork specifications, and compaction requirements.
- Recommendations for foundation type and design criteria, including but not limited to: bearing capacity of natural or compacted soil; provisions to mitigate the effects of expansive/collapsible soils; total and differential settlement and varying soil strength.

- Lateral earth pressures for on-site and imported material including, active, at-rest, passive and coefficient of sliding friction. Coefficients will also be provided for seismic loading.
- Cement type recommendations.

Task 4 – Shear Wave Velocity Survey (Optional)

To provide adequate data for accurate seismic site classification, we propose to determine the average shear wave velocity of the upper 100 feet ($V_{s,100}$) of the site soil profile according to the Refraction Microtremor (ReMi) method. We anticipate that based on our geotechnical investigation, a site class C will be justified and accepted by design reviewers. If it is determined by the structural engineer to be advantageous for design of the tank to have a site class B vs. site class C, choosing to perform a shear wave velocity survey may prove to be cost effective. Conducting a shear wave velocity survey does not guarantee site class B or better will be determined. We highly recommend that a ReMi survey be completed on the project site. If chosen, the lump sum cost for the ReMi survey will be **$3,000**.

BASIS OF COMPENSATION (GEOTECHNICAL)

Based on our understanding of the project and our engineering services outlined in Tasks 1-3, Landmark proposes a **LUMP SUM AMOUNT of $6,600.00**. We highly recommend that Task 4 also be completed if recommended by the structural engineer.

Based on our current workload, Landmark is prepared to commence with the investigation within 7 business days of authorization. A final report will be provided within 4 weeks of the investigation.

CONSTRUCTION MATERIALS TESTING

We have prepared our proposed fees for construction materials testing for the Irrigation Tank after a thorough review of the preliminary construction drawings for the Eagle City, Idaho Tank prepared by Alliance Consulting, dated September 7, 2021 (Irrigation Tank). Our fees for the 2780 East St. & 1450 South St. Irrigation Line project are based on preliminary plans dated September 24, 2021.

We anticipate the irrigation tank will be established on bedrock with 6-inches of base material and that there will be approximately 2-feet of backfill around the tank walls. The project will also include the installation of 10-inch and 12-inch irrigation line along 2780 East St. and 1450 South St. Installation of the waterline will require removal and patching of asphalt pavement.

The fee part of this proposal is based upon our experience on similar projects in the area. Estimated totals may vary depending on the contractor's approach to the work and schedule. Quantities exceeding those as listed in this proposal will be charged at a time and material basis and according to our current standard rates schedule. A typical work week is Monday – Friday with working hours from 6:30 AM to 5:00 PM. Any services provided outside of our working hours, on weekends, or on holidays will be charged at a 1.5 multiplier of our standard rate schedule. Typed copies of testing and inspection reports will be distributed weekly or within 24 hours upon request.

We appreciate the opportunity to submit this proposal for your consideration and look forward to the possibility of being a part of this project team. If you should have any questions regarding the proposed scope of work, please feel free to contact our office at (435) 986-0566.

Sincerely,
LANDMARK TESTING & ENGINEERING

Jeramy Egan
Chief Operations Officer

City of St. George Irrigation Project
Landmark Proposal YP3985
Bloomington Hills Irrigation Tank - Fee Schedule

Description	*Quantity*	*Rate*	*Total*
Soil Inspections			
Soils Technician Hours	20	$ 55.00	$ 1,100.00
Field Engineer	2	$ 90.00	$ 180.00
Moisture Density Relationship	2	$ 130.00	$ 260.00
Structural Concrete - IBC Section 1705.3 and 1705.12.1 *Est. 5 Pours*			
Special Inspector - Rebar Inspection	8	$ 66.00	$ 528.00
Special Inspector - Concrete Witness	30	$ 66.00	$ 1,980.00
Concrete Technician Hours	20	$ 55.00	$ 1,100.00
Concrete Cylinders, Set of 5	19	$ 90.00	$ 1,710.00
Project Management			
Project Manager	3	$ 95.00	$ 285.00
Administrative Assistant	3	$ 40.00	$ 120.00
Final Grading Report	1	$ 250.00	$ 250.00
		Estimated Total	**$ 7,513.00**

City of St. George Irrigation Project
Landmark Proposal YP3985
2780 East 1450 South Irrigation - Fee Schedule

Description	*Quantity*	*Rate*	*Total*
Soils Inspections *Est. 23 Days of Pipe Installation, 100 L.F. Per Day*			
Soils Technician Hours	38	$ 55.00	$ 2,090.00
Moisture Density Relationship (Proctor)	2	$ 130.00	$ 260.00
Sieve Analysis	2	$ 65.00	$ 130.00
Asphalt Inspections			
Asphalt Technician Hours	4	$ 55.00	$ 220.00
Travel			
Mileage	350	$ 0.60	$ 210.00
Project Management			
Project Manager	3	$ 95.00	$ 285.00
Administrative Assistant	3	$ 40.00	$ 120.00
		Estimated Total	**$ 3,315.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2021

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

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

PRODUCER	CONTACT NAME: Lia Dressler	
Landmark Risk Management 107 S 1470 East #302 Saint George, UT 84790	PHONE (A/C, No, Ext): (435)656-4586	FAX (A/C, No): (435)673-3621
	E-MAIL ADDRESS: lia@lmx180.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Cincinnati Ins Co	
INSURER B :	Cincinnati Insurance Companies	
INSURER C :	Cincinnati Casualty Co	28665
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: Landmark Testing & Engineering, Inc
795 E Factory Dr
Saint George, UT 84790-5066

COVERAGES **CERTIFICATE NUMBER: 00007493-871811** **REVISION NUMBER: 32**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y	Y	ECP0625805	08/11/2021	08/11/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			ECP0625805	08/11/2021	08/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			ECP0625805	08/11/2021	08/11/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC 0625811	08/11/2021	08/11/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: Bloomington Hills Irrigation Tank Project

City of St. George is Additional Insured; Primary & Non-Contributory endorsement applies, including ongoing and completed operations; Waiver of Subrogation applies; 30 day notice of Cancellation. Umbrella follow form.

CERTIFICATE HOLDER

City of St George
175 E 200 N
Saint George, UT 84770

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lia Dressler

(LJD)

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a

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condition from which "bodily injury" or "property damage" is substantially certain to occur.

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

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

(3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs **(1)** or **(2)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollutant

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph **(a)** does not apply to:

1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

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a) The injury is caused by the inadequate ventilation of vapors;

b) The person injured is first exposed to such vapors during the policy period; and

c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

1) Any insured; or

2) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph **(d)** does not apply to:

1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

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cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs **(2)(a)** and **(b)** do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

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(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

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

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

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

k. Damage to Your Product

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

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l. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall of Products, Work or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

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(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

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

t. Distribution of Material in Violation of Statutes

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

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an offense arising out of your business; and

(2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and

(3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.

c. "Personal and advertising injury" caused by an offense which:

(1) Was committed during the "coverage term"; and

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(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means, other than as described in **(3)** above, that the offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

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ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17. a., b.** and **c.** of "personal and advertising injury" under **SECTION V - DEFINITIONS**.

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

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

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was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

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a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury on Normally Occupied Premises

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

d. Workers' Compensation and Similar Laws

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

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".

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

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

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

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

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you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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

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

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

(2) Until your legal representative has been appointed.

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

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggre-

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gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a., 2.b.,** or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2. or 3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or

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a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

(b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

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premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft**.

(2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this Coverage Part, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees":

(1) Assigned to manage your insurance program; or

(2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

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12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

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road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to

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permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed; or

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPak™
COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Supplementary Payments

Bail Bonds: $2,500

4. Medical Payments

Medical Expense Limit: $ 10,000

8. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

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C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

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(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A and **B** also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your part-

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ners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

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

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

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(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers re-

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ceived in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

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

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

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any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A** and **B:**

Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **3.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

This amendment of the Supplementary Payments – Bail Bonds limit replaces, and is not in addition to, the amendment of the Supplementary Payments - Bail Bonds limit (**II.A.2.**) in the CinciPak™ Commercial General Liability Amendatory Endorsement.

4. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 4. Medical Payments** of this endorsement.

5. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

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

6. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

7. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **7.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you

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cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or

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sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or

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use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **7.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **7.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **7.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **7.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **7.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **7.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. Property Damage To Borrowed Equipment

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorse-

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ment, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance**, **8. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B. Limits Of Insurance**, **8. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance**, **8. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

9. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

10. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

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

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

11. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United

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States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

12. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

13. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

14. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

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

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

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

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

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

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **08-11-2021** Policy No. **EWC 062 58 11-00** Endorsement No.

Insured **LANDMARK TESTING AND ENGINEERING INC**

Insurance Company **THE CINCINNATI CASUALTY COMPANY** Premium $**INCL**

Countersigned by _____

WC 43 03 05

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CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR BLOOMINGTON HILLS IRRIGATION TANK **WITH** LANDMARK TESTING & ENGINEERING

This Agreement is made and entered into this ____ day of _____, 2021, 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 LANDMARK TESTING & ENGINEERING, with offices at 795 East Factory Dr, St George, UT 84790 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Engineering services including Final Geotechnical Investigation Report and Construction Materials Testing for the Bloomington Hills Irrigation Tank and Constuction Materials Testing for the 2780 East 1450 South Irrigation 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 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.

a. 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.
b. 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.
c. 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.
d. 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.
e. 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.
f. 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.**

g. 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.
h. 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.
i. 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 .

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.

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

k. 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.

l. 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.

m. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.

n. 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.

o. 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.
p. 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.

q. 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.

r. 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.

1. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

xi. Such policy shall include each of the following coverages:

1. Comprehensive form.
2. Premises - operations.
3. Explosion and collapse hazard.
4. Underground hazard.
5. Product/completed operations hazard.
6. Contractual insurance.
7. Broad form property damage, including completed operations.
8. Independent contractors for vicarious liability.
9. Personal injury.
10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

s. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

iii. If Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the policy must be submitted to CITY for review.

t. 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 $3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

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.**

u. 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.

v. 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.

w. 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.

x. 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.

y. 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.

z. 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.

aa. 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:	Landmark Testing & Engineering
	175 East 200 North		795 East Factory Dr
	St. George, Utah 84770		St George, UT 84790
Attention:	Contact Name	Attention:	Steven Wells

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: LANDMARK TESTING & ENGINEERING
_____	_____
	Steven Wells
:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	

DRAFT

Agenda Item Number: **1d**

Request For Council Action

Date Submitted	10/27/2021 01:10 PM
Proposed City Council Date	11/04/2021
Applicant	Colby Cowan
Subject	Consider approval of a Professional Services Agreement with MRW Design Associates, Inc. for architecture and design services on the St. George Golf Clubhouse remodel.
Background	MRW Architects have done a great job on the Red Hills Clubhouse and remodel at Southgate Golf Club and city staff is recommending that we use the same architects for the remodel of the St. George Golf Clubhouse. The new clubhouse will not only improve aesthetics, but increase usable square footage, provide for a larger concession space and improve safety.
Proposed Resolution	Staff recommends approval.
Cost	40,000
Action Taken	
Requested by	Marc Mortensen
File Attachments	21015102721131034.pdf 21015102721181759.pdf proposal-conceptualarchitecturaldesign-bloomingtonhillsgolfcour102721181759.pd mrw-psa-stgeorgech111521160349.pdf mrw-psa-stgeorgech10272113103411521160349.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** 40000

MRW DESIGN ASSOCIATES INC.
ARCHITECTURE + CONSULTING ENGINEERS

October 26, 2021

St. George City
c/o Marc Mortensen
marc.mortensen@sgcity.org
435-627-4000

MRW Project No.: 21015.1

Subject: **Proposal - Contract for Design, Construction Documents for:**
Remodel of St. George Golf Course Clubhouse
St. George City, Utah

INTRODUCTION

This Contract is based upon MRW Design providing and completing the plans and construction documents to be used for the remodel of the St. George Golf Course Clubhouse. This contract is for completing designs, architectural planning, and consulting engineering services. Civil engineering is included to design new exterior stairs and to add a grease interceptor to the site. The purpose of our services will be to prepare complete building plans including all of the documents which will be required to receive a building permit and bids for the construction of the remodel/addition. This project shall be completed as a Bid-Build delivery project with a general contractor that is yet to be selected by the City.

SCOPE OF WORK

The scope of work involves completing the construction drawings, and the building permit plans for submittal to the City, for plan review.

Full architecture shall be provided, based upon information from the building user for design of the project as previously described. Preliminary plans will be provided for review from the owner. Final drawings shall be prepared and completed after approval is given from the owner. Architecture shall include floor plans, sections, elevations, schedules, and details. Plans shall be submitted for review and modified as required for approval.

Structural Engineering will be prepared and completed up to the current building code. The electrical design will show locations that will need to be field verified with the existing panels and circuiting. Sheet specifications shall be provided on the drawings for use in construction of the new facility.

A full geo-technical engineering analysis shall be provided by the owner for use in building design and bidding. Special inspections and during construction testing services are also not included as a part of this contract. These items shall be included in the bidding documents, under the control of the general contractor. Construction Staking is also excluded and will be included as a cost for the general contractor.

Interior design including color and material selection shall mimic the interior design of the newly completed Southgate Golf Course Clubhouse.

Construction questions and clarifications are included to assist the contractor during construction including site visits as necessary. Any change to the plans or design as requested by the contractor or the owner after design development approval is given is not included and shall be negotiated prior to completion or billed at the Hourly Rate Fee Schedule below.

HOURLY RATE FEE SCHEDULE:

HOURLY FEE JOB DESCRIPTION:	**RATE**
Principal Architect	$145.00/hour
Principal Engineer	$145.00/hour
Project Architect or Engineer	$100.00/hour
Structural Engineer	$145.00/hour
Project Manager	$85.00/hour
Senior Designer Drafter	$75.00/hour
Designer Drafter	$55.00/hour
Administrative Assistant	$55.00/hour

FEE PROPOSAL AND STATEMENT OF TERMS:

Our services will be invoiced monthly with one final bill to be invoiced upon completion of the work provided within the Scope of Work. Fees are based upon allocation within the following categories:

Retainer:	$3,250.00
Design Development:	$6,500.00
Construction Documents:	$16,250.00
Plan Review/Permit Ready/Bidding:	$3,250.00
Construction Support:	$3,250.00
Total Fees for the scope of work as listed above:	**$32,500.00**

EXCLUSIONS
Geotechnical Investigation and Testing during Construction;
Surveying and Staking during Construction;
Special Inspections during Construction;
Traffic Study if Required
Any required title insurance or title research work;
Sub-Dividing and Platting of properties if required;

AREEMENT AND AUTHORIZATION

MRW Design Associates, Inc. hereby agrees to complete the engineering and architectural design services outlined in the SCOPE OF WORK section of this document:

Work will be completed as outlined within the FEE PROPOSAL section of this document. The termination fees and approved additional work which may be requested will be completed and/or billed on a time and materials basis in accordance with the HOURLY RATE FEE SCHEDULE listed above.

No warranty, expressed or implied shall be provided as a part of this contract. All work shall be performed as per industry standard for a design-build delivery method.

AUTHORIZATION TO PROCEED: Execution of this Agreement by the CLIENT will authorize MRW DESIGN ASSOCIATES, INC. to proceed with the work described within the SCOPE OF WORK, unless otherwise provided for in this agreement.

PAYMENT AND BILLING SCHEDULE: Invoices will be presented at the percentage of completion of each phase of the work monthly. Payment must be made with 15 days of the date of the invoice. If payment is not made, work will not continue on the project until past due amounts are paid in full to the current level of the billings and work performed.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and/or attached to, the day and year first and year first above written. (Please acknowledge the General Conditions attached to this document by initialing the bottom of the page.)

MRW Design Associates:

Jeff Mathis _____ Date: 10-26-21

Jeff J. Mathis
Architect

St. George City (Client):

_____ Date: _____

By:

_____

Title:

_____

Billing Address (if different from above)

_____

Email Address

MRW DESIGN ASSOCIATES INC.
ARCHITECTURE + CONSULTING ENGINEERS

October 26, 2021

St. George City
c/o Marc Mortensen
marc.mortensen@sgcity.org
435-627-4000

MRW Project No.: 21015.1

Subject: **Proposal - Contract for Design, Construction Documents for:**
Remodel of St. George Golf Course Clubhouse
St. George City, Utah

INTRODUCTION

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SCOPE OF WORK

The scope of work involves completing the construction drawings, and the building permit plans for submittal to the City, for plan review.

Full architecture shall be provided, based upon information from the building user for design of the project as previously described. Preliminary plans will be provided for review from the owner. Final drawings shall be prepared and completed after approval is given from the owner. Architecture shall include floor plans, sections, elevations, schedules, and details. Plans shall be submitted for review and modified as required for approval.

Structural Engineering will be prepared and completed up to the current building code. The electrical design will show locations that will need to be field verified with the existing panels and circuiting. Sheet specifications shall be provided on the drawings for use in construction of the new facility.

A full geo-technical engineering analysis shall be provided by the owner for use in building design and bidding. Special inspections and during construction testing services are also not included as a part of this contract. These items shall be included in the bidding documents, under the control of the general contractor. Construction Staking is also excluded and will be included as a cost for the general contractor.

Interior design including color and material selection shall mimic the interior design of the newly completed Southgate Golf Course Clubhouse.

Construction questions and clarifications are included to assist the contractor during construction including site visits as necessary. Any change to the plans or design as requested by the contractor or the owner after design development approval is given is not included and shall be negotiated prior to completion or billed at the Hourly Rate Fee Schedule below.

HOURLY RATE FEE SCHEDULE:

HOURLY FEE JOB DESCRIPTION:	**RATE**
Principal Architect	$145.00/hour
Principal Engineer	$145.00/hour
Project Architect or Engineer	$100.00/hour
Structural Engineer	$145.00/hour
Project Manager	$85.00/hour
Senior Designer Drafter	$75.00/hour
Designer Drafter	$55.00/hour
Administrative Assistant	$55.00/hour

FEE PROPOSAL AND STATEMENT OF TERMS:

Our services will be invoiced monthly with one final bill to be invoiced upon completion of the work provided within the Scope of Work. Fees are based upon allocation within the following categories:

Retainer:	$3,250.00
Design Development:	$6,500.00
Construction Documents:	$16,250.00
Plan Review/Permit Ready/Bidding:	$3,250.00
Construction Support:	$3,250.00
Total Fees for the scope of work as listed above:	**$32,500.00**

EXCLUSIONS
Geotechnical Investigation and Testing during Construction;
Surveying and Staking during Construction;
Special Inspections during Construction;
Traffic Study if Required
Any required title insurance or title research work;
Sub-Dividing and Platting of properties if required;

AREEMENT AND AUTHORIZATION

MRW Design Associates, Inc. hereby agrees to complete the engineering and architectural design services outlined in the SCOPE OF WORK section of this document:

Work will be completed as outlined within the FEE PROPOSAL section of this document. The termination fees and approved additional work which may be requested will be completed and/or billed on a time and materials basis in accordance with the HOURLY RATE FEE SCHEDULE listed above.

No warranty, expressed or implied shall be provided as a part of this contract. All work shall be performed as per industry standard for a design-build delivery method.

AUTHORIZATION TO PROCEED: Execution of this Agreement by the CLIENT will authorize MRW DESIGN ASSOCIATES, INC. to proceed with the work described within the SCOPE OF WORK, unless otherwise provided for in this agreement.

PAYMENT AND BILLING SCHEDULE: Invoices will be presented at the percentage of completion of each phase of the work monthly. Payment must be made with 15 days of the date of the invoice. If payment is not made, work will not continue on the project until past due amounts are paid in full to the current level of the billings and work performed.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and/or attached to, the day and year first and year first above written. (Please acknowledge the General Conditions attached to this document by initialing the bottom of the page.)

MRW Design Associates:

Jeff Mathis _____ Date: 10-26-21

Jeff J. Mathis
Architect

St. George City (Client):

_____ Date: _____

By:

_____

Title:

_____

Billing Address (if different from above)

_____

Email Address

MRW DESIGN ASSOCIATES INC.
ARCHITECTURE + CONSULTING ENGINEERS

St. George City
c/o Marc Mortensen
marc.mortensen@sgcity.org
435-627-4000

February 24, 2021

Subject: **Contract for Conceptual Architectural Design,**
Remodel of Bloomington Hills Golf Course Clubhouse
St. George City, Utah

INTRODUCTION

This Contract is based upon MRW Design completing a conceptual Architectural concept for a remodel of the Bloomington Hills Golf Course Clubhouse. The existing building will be measured and an interior space plan developed. A new exterior remodel design including elements that coincide with the newly designed and constructed Dixie Red Hills Golf Course Clubhouse.

SCOPE OF WORK PHASE

This scope of work involves providing conceptual building floor plan and exterior building elevations and renderings for designs approved by the City as described above. Conceptual floor plans and elevations will be provided to assist in generating budget numbers.

It is anticipated that deliverables will include black & white conceptual floor plans, elevations on bond paper – size as needed. And two color rendered exterior views on 24"x36" foam core and digital formats of all deliverables.

FEE PROPOSAL AND STATEMENT OF TERMS:

Our services will be invoiced monthly with one final bill to be invoiced upon completion of the work provided within the Scope of Work. Fees are based upon allocation within the following categories:

Retainer:	$1,500.00
Deliverables in Process and/or Complete:	$6,000.00
Total Fees for the scope of work as listed above:	**$7,500.00**

HOURLY RATE FEE SCHEDULE:

Any changes requested after the completion of the deliverables shall be negotiated prior to work commencing or billed at the rates listed below.

HOURLY FEE JOB DESCRIPTION:	RATE
Principal Architect	$150.00/hour
Principal Engineer	$150.00/hour
Project Architect or Engineer	$120.00/hour
Staff Architect or Engineer	$100.00/hour
Structural Engineer	$150.00/hour
Project Manager	$95.00/hour
Senior Designer Drafter	$85.00/hour
Designer Drafter	$65.00/hour
Administrative Assistant	$55.00/hour

EXCLUSIONS

All site survey and topographic survey;
Licensed Landscape Architect if required/requested;
Any required title insurance or title research work,
Interior design.

AREEMENT AND AUTHORIZATION

MRW Design Associates, Inc. hereby agrees to complete the engineering and architectural design services outlined in the SCOPE OF WORK sections of this document:

Work will be completed as outlined within the FEE PROPOSAL section of this document. The termination fees and approved additional work which may be requested will be completed and/or billed on a time and materials basis in accordance with the HOURLY RATE FEE SCHEDULE listed above.

AUTHORIZATION TO PROCEED: Execution of this Agreement by the CLIENT will authorize MRW DESIGN ASSOCIATES, INC. to proceed with the work described within the SCOPE OF WORK, unless otherwise provided for in this agreement.

PAYMENT AND BILLING SCHEDULE: Invoices will be presented at the completion of each phase of the work. Payment must be made with 15 days of the date of the invoice. If payment is not made, work will not continue on the project until past due amounts are paid in full to the current level of the billings and work performed.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and/or attached to, the day and year first and year first above written. (Please acknowledge the General Conditions attached to this document by initialing the bottom of the page.)

AUTHORIZATION

MRW Design Associates: _____ Date: 2-25-21

Jeff J. Mathis, Architect

Authorized Agent (Client):

By: _____ Date: _____

Title: _____

Billing Address _____

73 East 100 South, St. George Utah 84770
(435) 628-2377 (435) 673-3580 fax

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR ST. GEORGE CLUBHOUSE REMODEL **WITH** MRW DESIGN ASSOCIATES INC.

This Agreement is made and entered into this ____ day of _____, 2021, 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 MRW Design associates INC, with offices at 75 E 100 s, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide architectural planning, and consulting engineering services including professional construction services for the St. George Clubhouse Remodel 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 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.

a. 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.
b. 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.
c. 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.
d. 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.
e. 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.
f. 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.

g. 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.

h. 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 .

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.

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

j. 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.

k. 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.

l. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.

m. 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.

n. 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.

o. 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.

p. 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.

xi. Such policy shall include each of the following coverages:
1. Comprehensive form.
2. Premises - operations.
3. Explosion and collapse hazard.
4. Underground hazard.
5. Product/completed operations hazard.
6. Contractual insurance.
7. Broad form property damage, including completed operations.
8. Independent contractors for vicarious liability.
9. Personal injury.
10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

q. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

iii. If Professional Liability coverages are written on a claims-made form:
1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the policy must be submitted to CITY for review.

r. 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 $3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

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:

xii. 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;

xiii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;

xiv. 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.

s. 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.

t. 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.

u. 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.

v. 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.

w. 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.

x. 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:	MRW Design Associates INC
	175 East 200 North		75 E 100 S
	St. George, Utah 84770		St. George, Utah 84770
Attention:	Carlos Robles	Attention:	Jeff Mathis

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.

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR ST. GEORGE CLUBHOUSE REMODEL **WITH** MRW DESIGN ASSOCIATES INC.

This Agreement is made and entered into this ____ day of _____, 2021, 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 MRW Design associates INC, with offices at 75 E 100 s, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide architectural planning, and consulting engineering services including professional construction services for the St. George Clubhouse Remodel 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 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.

a. 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.
b. 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.
c. 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.
d. 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.
e. 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.
f. 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.

g. 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.

h. 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 .

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.

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

j. 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.

k. 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.

l. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.

m. 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.

n. 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.

o. 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.

p. 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.

xi. Such policy shall include each of the following coverages:
1. Comprehensive form.
2. Premises - operations.
3. Explosion and collapse hazard.
4. Underground hazard.
5. Product/completed operations hazard.
6. Contractual insurance.
7. Broad form property damage, including completed operations.
8. Independent contractors for vicarious liability.
9. Personal injury.
10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

q. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

iii. If Professional Liability coverages are written on a claims-made form:
1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the policy must be submitted to CITY for review.

r. 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 $3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

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:

xii. 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;

xiii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;

xiv. 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.

s. 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.

t. 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.

u. 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.

v. 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.

w. 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.

x. 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:	MRW Design Associates INC
	175 East 200 North		75 E 100 S
	St. George, Utah 84770		St. George, Utah 84770
Attention:	Carlos Robles	Attention:	Jeff Mathis

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: MRW DESIGN ASSOCIATES INC.
_____	_____
	Legally Authorized Signer's Name
:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	

DRAFT

Agenda Item Number: **1e**

Request For Council Action

Date Submitted	11/12/2021 03:01 PM
Proposed City Council Date	11/18/2021
Applicant	Rich Stehmeier
Subject	Consider approval of an Airport Rescue Grant for St. George Regional Airport.
Background	The Airport Rescue Grant is to be used to prevent, prepare for, and respond to the coronavirus pandemic. Funding can be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.
Proposed Resolution	Staff recommends approval.
Cost	
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	sgu-nmg-3-49-0060-041-2022-grantagreement-unsigned111221150157111521163
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

FAA DEN ADO 26805 E 68th Ave, Suite 224 Denver, CO 80249

Airport Rescue Grant Transmittal Letter

November 5, 2021

The Honorable Michele Randall
Mayor, City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mayor Randall:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-49-0060-041-2022 for St. George Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 17, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms, or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*

- A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Eric Trinklein is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Eric at eric.trinklein@faa.gov. The FAA sincerely values your cooperation in these efforts.

Sincerely,

John P Bauer (Nov 5, 2021 14:18 MDT)

John P. Bauer
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 5, 2021

Airport/Planning Area St. George Regional Airport

Airport Rescue Grant No. 3-49-0060-041-2022 [Contract No. DOT-FA22NM-K1023]

Unique Entity Identifier 62-737-6569

TO: City of St. George, Utah

(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 8, 2021, for a grant of Federal funds at or associated with St. George Regional Airport, which is included as part of this Airport Rescue Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the St. George Regional Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

This Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

The purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to St. George Regional Airport incurred no earlier than January 20, 2020. Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that

govern “airport revenue.” New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,816,132, allocated as follows:

   $1,816,132 ARPA KV2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close out and Termination.

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 17, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its

information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.

2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.

3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:

   a. Will be maintained and used at the airport for which they were purchased; and

   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

   b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

   c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 5, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



John P Bauer (Nov 5, 2021 14:18 MDT)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

CITY OF ST. GEORGE, UTAH

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

By: _____

(Typed Name of Sponsor's Attestation)

Title: _____

(Title of Sponsor's Attestation)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable

b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.

c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.

d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.

f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).

g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.

h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 — 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. [1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall

designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant

Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property

(or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of St. George, Utah, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this

invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 8, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

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Agenda Item Number: **1f**

Request For Council Action

Date Submitted	11/15/2021 08:14 AM
Proposed City Council Date	11/18/2021
Applicant	City of St. George
Subject	Consider approval of a Memorandum of Understanding between the City of St. George and the Drug Enforcement Administration (DEA) Denver Field Division for an extension of the lease of office space in the Drug Task Force office.
Background	This is an extension for one (1) year of a lease of office space in the Drug Task Force office to the Drug Enforcement Agency. The terms will be the same as before, $6,576 for the twelve (12) months beginning October 1, 2021 to September 30, 2022.
Proposed Resolution	Staff recommends approval.
Cost	
Action Taken	
Requested by	Kyle Whitehead
File Attachments	mou111521162847.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

MEMORANDUM OF UNDERSTANDING
Between
City of St. George, Utah
And
Drug Enforcement Administration
Denver Field Division

This Memorandum of Understanding acknowledges the judiciousness of conducting joint law enforcement operations when such activities are mutually beneficial to the agencies concerned and contribute to the achievement of agency goals and objectives. The provisions of this agreement are in harmony with the federal law and governmental policy.

This agreement is entered into pursuant to the authority of Section 873 of Title 21 of the United States Code (21 U.S.C. § 873). This statutory provision authorizes the Attorney General of the United States to enter into agreements with state, tribal, and local law enforcement agencies to provide for cooperative enforcement and regulatory activities. The Attorney General has redelegated this authority to the DEA Administrator and his/her subordinate management officials. (Subpart "R" of Title 28 of the Code of Federal Regulations, 28 C.F.R. § 0.100 *et seq*.).

The specific provisions of this agreement are as follows:

1. The City of St. George will provide materials and resources as may be required by the operations of the DEA St. George Post of Duty in St. George, Utah, including for example office space, electricity, and other utilities.

2. The DEA will be permitted to use a share of these resources, to include office space and utilities as well as other administrative and supporting services that may be available.

3. Beginning October 1, 2021, and continuing to September 30, 2022, the DEA will provide the amount of $1,644 per quarter to the City of St. George for the use of assigned spaces, services, and materials associated with the presence of DEA personnel assigned to the St. George Post of Duty. The total estimated cost for a 12-month period is $6,576.

4. The City of St. George will send an invoice to:

   DEA
   Attn: Fiscal Department
   12154 East Easter Avenue
   Centennial, CO 80112

   or send an electronic invoice to invoice.denver@usdoj.gov, on an annual basis in order to receive reimbursement.

5. Either party may terminate this agreement with 30 days written notice to the other party. Notice may be delivered by electronic transmission, hand delivery, or mail.

6. Should operations extend beyond September 30, 2022, a new agreement will be made pending the availability of funds.

DEA shall indemnify, defend, and hold harmless the City of St. George, its elected officials, officers, employees, agents, and representatives against any and all claims, suits, causes of action, judgments, demands, losses, costs, expenses, and damages (including but not limited to all fees and charges of attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of the negligent acts, wrongful acts, or errors or omissions of its officers, employees, agents, or representatives arising out of the housing of DEA personnel on City of St. George property under provisions of this MOU to the extent not inconsistent with Federal law.

For the Drug Enforcement Administration:

_____ _____

Deanne L. Reuter
Special Agent in Charge

Date:

For the City of St. George:

_____ _____

Michele Randall
Mayor
City of St. George

Date

Approved as to form:

11-10-21

Shawn M. Guzman
City Attorney

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Agenda Item Number: **1g**

Request For Council Action

Date Submitted	11/15/2021 08:45 AM
Proposed City Council Date	11/18/2021
Applicant	Rabbi Mendy Cohen
Subject	Consider approval of a request for fee reductions for the Menorah Lighting Celebration in Town Square organized by Chabad Lubavitch of Utah, from November 25, 2021 through January 3, 2022.
Background	The Menorah will be displayed on the east side of the tower at Town Square on November 25, 2021, then on Sunday, November 28, 2021, they will hold the Menorah Lighting Ceremony with speakers, food, music, and candy for the children. The Menorah will then be moved to the south side of the tower where it will remain for the lighting of candles each night through January 3, 2022. The sponsorship request includes: 1) Fee reduction to $75 flat for special event permit ($75/day); 2) Fee reduction to $300 flat for park reservation ($150/hr); 3) Firetruck parked on Main Street for the candy drop; and 4) Access to electricity to run the sound system and keep bulbs lit.
Proposed Resolution	Consider approval with the condition that a special event permit application is approved.
Cost	
Action Taken	
Requested by	Kala Evans
File Attachments	
Approved by Legal Department?	No
Approved by City Admin Services?	Yes
Approved in Budget?	No **Amount:**

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 21, 2021 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Vardell Curtis
City Manager Adam Lenhard
City Attorney Shawn Guzman – left the meeting at 5:55 p.m.
Deputy City Attorney Paula Houston – arrived at 5:55 p.m.
City Recorder Christina Fernandez

EXCUSED:

Councilmember Dannielle Larkin

OPENING:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Major Richard Greene with the Salvation Army and The Pledge of Allegiance to the Flag was led by Councilmember McArthur.

Mayor Randall read a proclamation proclaiming October 24 – 30, 2021 as Respiratory Care Week.

Councilmember Smethurst read a proclamation proclaiming November 1 - 5, 2021 as National Veterans Small Business Week.

Councilmember Hughes read a proclamation proclaiming November, 2021 as National American Indian History Month.

Valerie King with the Daughters of the American Revolution (DAR) presented Mayor Randall with the DAR Women in American History Award for her becoming the first female Mayor in St. George. Ms. King read the statement submitted on the application for nominating Mayor Randall for this award.

Brenda Cody and Tyler Hunsaker with TDS presented a check for the Housing Action Coalition to create additional attainable housing in Washington County.

Water Conversation Specialist Rene Fleming presented prizes to a few citizens who won prizes during the Spark in the Dark online game and scavenger hunt for Public Power Week.

City Manager Adam Lenhard suggested moving item 19 up to be heard after item 6 as they are related.

CONSENT CALENDAR:

a. Consider sponsorship of the unveiling of the Encircle & Parents Empowered Mural in Town Square on Saturday, November 20, 2021.

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b. Consider approval of a donation agreement for the Housing Action Coalition (HAC) to benefit attainable housing initiatives.

c. Consider approval of a Professional Services Agreement with Bowen Collins & Associates for the 1450 South Realignment and 3000 East Storm Drain Project.

d. Consider approval of a Consent to Assignment for a communications site lease agreement with Tri-Star Media, LLC to Canyon Media Group, LLC.

e. Consider approval of the minutes from the meetings held on October 7, 2021 (work meeting); October 7, 2021 (regular meeting); and October 14, 2021.

MOTION: A motion was made by Councilmember Smethurst to approve the consent calendar.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/SUBDIVISION AMENDMENT:

Public hearing and consideration of a subdivision amendment for Lots 8 and 9, Bella Vista at Sunbrook by merging said lots together into one lot, along with the common area between said lots, to be known at Lot 8.

Assistant Public Works Director Wes Jenkins presented the request amend lots 8 and 9 of Bella Vista at Sunbrook by merging the lots together, along with the common area between said lots. He showed the plat and outlined the proposed amendments.

Mayor Randall opened the public hearing. There being no comment, she closed the public hearing.

MOTION: A motion was made by Councilmember Curtis to approve the subdivision amendment for Lots 8 and 9, Bella Vista at Sunbrook by merging said lots together into one lot, along with the common area between said lots, to be known at Lot 8.
SECOND: The motion was seconded by Councilmember McArthur.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye

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Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/SUBDIVISION AMENDMENT:

Public hearing and consideration of a subdivision amendment for Lots 10, 11, and 12, Southwood Meadows subdivision by adjusting the lot line and to vacate a portion of the utilities, drainage, and irrigation easement and grant new easements between Lots 10 and 11, and Lots 11 and 12 to match the existing block fence that was built on the ground.

Assistant Public Works Director Wes Jenkins presented the request to amend lots 10, 11, and 12 of the Southwood Meadows subdivision by adjusting the lot line and to vacate a portion of the utilities, drainage, and irrigation easement and grant new easement between lots 10 and 11 and lots 11 and 12 to match the existing block wall fence. He showed the plat and outlined the proposed amendments.

Mayor Randall opened the public hearing. There being no comment, she closed the public hearing.

MOTION: A motion was made by Councilmember McArthur to approve the subdivision amendment for Lots 10, 11, and 12, Southwood Meadows subdivision by adjusting the lot line.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from A-1 (Agricultural) to PD-R (Planned Development Residential) on approximately 39.81 acres located east of 3000 East Street and south of Merrill Road. Case No. 2021-ZCA-071

Planner Carol Davidson presented the request to change the zone from A-1 to PD-R on approximately 39.81 acres located east of 3000 East Street and south of Merrill Road. She provided a PowerPoint presentation covering the following topics: Aerial maps; General plan map; Zoning map; Proposal; Site plan; Amenities; Parking; Landscaping; Access plan; Phases 1 and 2; Sign variation request; Renderings; Elevations; Planning Commission recommendation with the condition the applicant meet all other requirements. She noted all of these units will be rentals and will include garages. The developer plans to keep the corridor from the Temple to Merrill Road open.

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Councilmember McArthur commented this type of housing is needed in the City. He asked about the property to the south of this proposal and the height of the proposed buildings as he is concerned because most of the area are two-story buildings.

Ms. Davidson explained heights are not being discussed tonight, plans will come in the future. She stated that she understood the concern with the height of the proposed buildings.

City Manager Adam Lenhard noted this is already an incredibly busy area. He asked if the proposed access along3000 East matches up to a platted intersection on the west side.

Assistant Public Works Director Wes Jenkins stated a traffic study is being done. He explained a traffic signal that would line up with Woodlawn Patio Townhomes is being proposed if the study shows one is warranted.

City Manager Adam Lenhard commented that he does not see how a traffic signal would not be warranted with the amount of traffic already on the road. He feels the developer will need to participate. If a signal is going to end up being the access the developer is showing as part of this property, he would like the commercial to tie into that road.

Assistant Public Works Director Wes Jenkins explained staff met with the developers who have indicated that they recognize it would be good to tie into the commercial; they are looking at options to address this. Staff will look at the traffic study to see what is indicated. He noted that the preliminary plat for the commercial property will be on tonight's agenda.

City Manager Adam Lenhard commented there are concerns about the traffic as 3000 East is already extremely busy. With the developments they are proposing in the area, the traffic will increase. The proposed developments will likely only get one more access onto 3000 East. He would like the development to participate with the traffic signal. Additionally, he is concerned with the commercial development and getting to the traffic signal.

Dan McCay with SLR noted they share the City Manager's concerns with regards to access and will work with staff on the issues. They plan on having a traffic engineer provide data to develop the intersection in a way that does not inhibit traffic.

City Manager Adam Lenhard asked staff at what point would these concerns be addressed so that the ability for much needed road improvements are not lost.

Assistant Public Works Director Wes Jenkins suggested the approval include the condition that before the construction drawings are approved for the commercial, it is determined what would trigger the signal if one were required.

Mr. McCay noted they are committed to work out this issue with staff.

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City Attorney Shawn Guzman advised if the Council felt it was significant enough that they would want to see the final resolution, they can request the item come back or it can be approved with the conditions and assign the City Manager to review and approve the final recommendation from staff.

City Manager Adam Lenhard noted the biggest concern he has is that there are other items on tonight's agenda that will vest the applicant with road configurations, leaving the City without leverage to get access from the commercial to what he assumes will be a signalized intersection.

Mr. McCay commented they are committed community partners. As the only concern is that the traffic is already heavy in the area, requiring the landowner to contribute above and beyond the additional percentage of its users may be a question. He does understand the concerns.

City Manager Adam Lenhard would not ask them to do more than their fair share.

After being asked by Mayor Randall, City Attorney Shawn Guzman stated it sounds like the concerns will be the same for all of these items.

Mayor Randall, City Attorney Shawn Guzman, and City Manager Adam Lenhard outlined the suggested condition as follows: after traffic study comes back and staff recommendations as approved by the City Manager.

City Manager Adam Lenhard noted he is okay with these items being approved with the suggested condition. He feels the developer and staff can work out the issues. This is more of a procedural issue where there are a number of different applications in the same geographical area. He thinks there is a missing connection the City is going to wish was in place for the commercial to access the traffic signal that will most likely be warranted. As the proposed developments are designed right now, that connection does not exist.

City Attorney Shawn Guzman agreed and noted why the Council no longer approves final plats. If the City Manager does not come to an agreement with the developer, he can have it go back to Council for approval.

MOTION: A motion was made by Councilmember Curtis to approve the ordinance changing the zone from A-1 (Agricultural) to PD-R (Planned Development Residential) on approximately 39.81 acres located east of 3000 East Street and south of Merrill Road with the condition that the traffic study review and the City Manger's review and approval for the need and/or location of a traffic signal and the coordination thereof with the commercial development as well.

SECOND: The motion was seconded by Councilmember Smethurst.

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

Councilmember Hughes – aye
Councilmember Smethurst – aye

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Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from A-1 (Agricultural) to R-1-10 (Single Family Residential minimum lot size 10,000sf) on approximately 44.73 acres located east of 3000 East Street between 1180 South and 1580 South. Case No. 2021-ZC-070

Planner Carol Davidson presented the request to change the zone from A-1 (Agricultural) to R-1-10 (Single Family Residential minimum lot size 10,000sf) on approximately 44.73 acres located east of 3000 East Street between 1180 South and 1580 South. She provided a PowerPoint presentation covering the following topics: Aerial maps; General plan map; Zoning map; and Planning Commission recommendation.

MOTION: A motion was made by Councilmember Hughes to approve the ordinance changing the zone from A-1 (Agricultural) to R-1-10 (Single Family Residential minimum lot size 10,000sf) on approximately 44.73 acres located east of 3000 East Street between 1180 South and 1580 South.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from A-1 (Agricultural) to PD-C (Planned Development Commercial) on approximately 11.42 acres located on the southeast corner of Merrill Road (Mall Drive) and 3000 East Street. Case No. 2021-ZC-069

Planner Carol Davidson presented the request to change the zone from A-1 (Agricultural) to PD-C (Planned Development Commercial) on approximately 11.42 acres located on the southeast corner of Merrill Road (Mall Drive) and 3000 East Street. She provided a PowerPoint presentation covering the following topics: Aerial maps; General plan map; Zoning map; Site plan; Phase 1; Layout; Photos of similar projects; Exterior renderings; Building materials; Fat Cats – rear building façade; Landscaping and buffer; Parking; and Planning Commission recommendation.

During Ms. Davidson's presentation, City Attorney Shawn Guzman left the meeting; Deputy City Attorney Paula Houston took his place on the dais.

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Councilmember Hughes inquired about the conditions with regards to traffic on the previous item. He asked if they needed to also be on this item.

City Manager Adam Lenhard replied he feels comfortable either way. All parties are committed to finding a solution.

MOTION: A motion was made by Councilmember McArthur to approve the ordinance changing the zone from A-1 (Agricultural) to PD-C (Planned Development Commercial) on approximately 11.42 acres located on the southeast corner of Merrill Road (Mall Drive) and 3000 East Street.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for The Fields at Mall Drive Phase 3, a 5-lot commercial subdivision located at the northeast corner of the intersection of Mall Drive and 3000 East.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for The Fields at Mall Drive Phase 3, a 5-lot commercial subdivision located at the northeast corner of the intersection of Mall Drive and 3000 East. He showed and outlined the preliminary plat after which he noted the City is working on extending 1450 South to the east and improvements on 3000 East. The future extension of the storm drain line will line up to the open corridor Ms. Davidson spoke about earlier. As part of the preliminary plat, the developer will be required to install a 50' easement for the storm drain line. Staff met with the developer and discussed whether or not it would stay as an open channel like it does at Lin's project or pipe all of the lines and allowing it to be buried. He noted the conditions of approval should as follows: 1) Dedication of the deceleration lane from 3000 East into the project; 2) Work with staff on a 50' easement for the storm drain on the east side of the project; and 3) Work with staff to either pipe or build a channel that the City will own and maintain the storm drain improvement.

MOTION: A motion was made by Councilmember McArthur to approve the preliminary plat for The Fields at Mall Drive Phase 3, a 5-lot commercial subdivision located at the northeast corner of the intersection of Mall Drive and 3000 East with the following conditions: 1) Dedication of the deceleration lane from 3000 East into the project; 2) Work with staff on a 50' easement for the storm drain on the east side of the project; and 3) Work with staff to either pipe or build a channel that the City will own and maintain the storm drain improvement.

SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from R-4 (Multi Family) to C-3 (Commercial) on approximately 0.26 acres located at 45 South 800 East known as Hope Pregnancy Care Center. Case No. 2021-ZC-065

Planner Mike Hadley presented the request to change the zone from R-4 (Multi Family) to C-3 (Commercial) on approximately 0.26 acres located at 45 South 800 East known as Hope Pregnancy Care Center. He provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; and Zoning map. The Planning Commission recommended approval.

MOTION: A motion was made by Councilmember Smethurst to approve the ordinance changing the zone from R-4 (Multi Family) to C-3 (Commercial) on approximately 0.26 acres located at 45 South 800 East known as Hope Pregnancy Care Center.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from R-1-10 (Single Family Residential minimum 10,000 sq. ft. lot) to PD-C (Planned Development Commercial) on approximately 8.83 acres located at 900 South River Road to be known as 900 South Properties. Case No. 2021-ZC-066

Planner Mike Hadley presented the request to change the zone from R-1-10 (Single Family Residential minimum 10,000 sq. ft. lot) to PD-C (Planned Development Commercial) on approximately 8.83 acres located at 900 South River Road to be known as 900 South Properties. He provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; Zoning map; Site plan; and

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Proposed use list. The Planning Commission recommended approval with the removal of storage units from the use list. If the applicant would like to propose to add storage units back on the use list, they can do so in the future.

MOTION: A motion was made by Councilmember Curtis to approve the ordinance changing the zone from R-1-10 (Single Family Residential minimum 10,000 sq. ft. lot) to PD-C (Planned Development Commercial) on approximately 8.83 acres located at 900 South River Road to be known as 900 South Properties with the removal of storage units from the use list.
SECOND: The motion was seconded by Councilmember McArthur.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from R-1-10 (Single Family residential 10,000 sq. ft. minimum lots) to OS (Open Space) on approximately 37.24 located at approximately 1400 East and Riverside Drive. Case No. 2021-ZC-068

Planner Mike Hadley presented the request to change the zone from R-1-10 (Single Family residential 10,000 sq. ft. minimum lots) to OS (Open Space) on approximately 37.24 located at approximately 1400 East and Riverside Drive. He provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; and Zoning map. The Planning Commission recommended approval.

MOTION: A motion was made by Councilmember McArthur to approve the ordinance changing the zone from R-1-10 (Single Family residential 10,000 sq. ft. minimum lots) to OS (Open Space) on approximately 37.24 located at approximately 1400 East and Riverside Drive.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

Mayor Randall called for a 15-minute recess.

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AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:

Consider approval of an ordinance amending the Boulder Creek Commons North PD-C (Planned Development Commercial) zone for a Quench It soda/snack shop to be known as Quench It on approximately 0.786 acres located at approximately 1450 South and 1450 East. Case No.2021-ZCA-067

Planner Mike Hadley presented the request to amend the Boulder Creek Commons North PD-C (Planned Development Commercial) zone for a Quench It soda/snack shop to be known as Quench It on approximately 0.786 acres located at approximately 1450 South and 1450 East. He provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; Zoning map; Site plan; Elevations; Signage; and Landscape plan. Because the property is located in the floodplain, the applicant will be required to submit an erosion hazard study and a floodplain elevation certificate. He reviewed the plans for stacking cars. The Planning Commission recommended approval with the condition the applicant add a deceleration lane coming from the east.

After being asked by Councilmember McArthur, the applicant indicated the stack count is twelve (12).

MOTION: A motion was made by Councilmember Curtis to approve the ordinance amending the Boulder Creek Commons North PD-C (Planned Development Commercial) zone for a Quench It soda/snack shop to be known as Quench It on approximately 0.786 acres located at approximately 1450 South and 1450 East with the condition that a deceleration lane be included in the approval.

SECOND: The motion was seconded by Councilmember Hughes.

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

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

AMEND CITY CODE/ORDINANCE:

Consider approval of an ordinance amending 10-7B-1 and 10-17A-3 of city code to clarify provisions regarding accessory dwellings units (ADU's) within a home's footprint as required by changes to the state code. Case No. 2021-ZRA-009

Planner Dan Boles presented the request to amend 10-7B-1 and 10-17A-3 of city code to clarify provisions regarding accessory dwellings units (ADU's) within a home's footprint as required by changes to the state code. He provided a PowerPoint presentation covering the following topics: ADU definition; Single-family dwelling; Current use table; Proposed use table; 10-17A-3 Accessory dwelling unit – specific standards (current); and 10-17A-3 Accessory dwelling unit – specific standards (proposed). He noted the state legislators separated detached and

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attached structures. The legislators did not regulate detached structures. Additionally, the changes in state code did not amend heights for ADU's. City code 10-17A-3(2)(d) states: "The maximum height of a detached accessory building containing an accessory dwelling unit shall not exceed the height of the single-family dwelling on the property or exceed twenty-five feet (25') in height, whichever is more."

Councilmember Hughes commented that he does not always like to restrict homeowners; however, at times the ADU is much taller than the existing home.

Councilmember McArthur agreed and noted that the City takes pride in the downtown area. He would like to see the ADU's match the existing home.

Mr. Boles noted the language in this section (10-17A-3(2)(d)) could be changed to "whichever is less", rather that "whichever is more". Making this change would keep the ADU from being larger than the main structure.

Councilmember Hughes mentioned in some instances there may be a walkout basement or a slope lot where the ADU can start out 10' below a home.

Community Development Director John Willis explained in that case the measurement would be an average of the two (2) tallest sides. This could cause the ADU to be taller from the home from the street.

After being asked by Councilmember McArthur, Mr. Boles outlined the standards for an attached ADU.

Councilmember Curtis inquired if an applicant could apply for a special consideration if there are exceptions if the language is changed.

Mr. Boles explained the ordinance would have to specify that.

Community Development Director John Willis explained changing the language as suggested would make the ADU the same scale as the house. Setbacks would be the same as the primary house. There may be some scenarios where the ADU may be taller, but not too much when taking the averages.

City Manager Adam Lenhard commented there are a number of circumstances that could arise.

Community Development Director John Willis added was included in the proposed ordinance to say that the ADU cannot be bigger than the main house.

MOTION: A motion was made by Councilmember Curtis to approve the ordinance amending 10-7B-1 and 10-17A-3 of city code to clarify provisions regarding accessory dwellings units (ADU's) within a home's footprint as required by changes to the state code with the modification to reword 2(d) to read "The maximum height of a detached accessory building containing an accessory dwelling unit shall

not exceed the height of the single-family dwelling on the property or exceed twenty-five feet (25') in height, whichever is less."

SECOND: The motion was seconded by Councilmember McArthur.

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

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

HILLSIDE DEVELOPMENT PERMIT:

Consider approval of a hillside development permit to allow development on a portion of Lot 2 of the Banded Hills subdivision to be known as Banded Hills Lot 2 hillside permit on approximately 0.94 acres located at 2973 East Banded Hills Drive. Case No. 2021-HS-010

Assistant Public Works Director Wes Jenkins presented the request for a hillside development permit to allow development on a portion of Lot 2 of the Banded Hills subdivision to be known as Banded Hills Lot 2 hillside permit on approximately 0.94 acres located at 2973 East Banded Hills Drive. He explained In 2018, a hillside permit was granted to allow an eleven-lot subdivision to be created (Banded Hills). Part of the approval of the hillside permit was that, due to the potential for rock fall from adjacent hillside, no building would be permitted adjacent to Banded Hills Drive on lots 1-7 and a portion of lot 8. The applicant has further investigated the potential for rock fall on the property and is asking for a revision to the existing hillside permit only on lot 2. He showed the site plan.

Councilmember McArthur commented he is okay with the request as long as the homeowner is aware and is still wanting to purchase the home.

MOTION: A motion was made by Councilmember Hughes to amend the hillside development permit to allow development on a portion of Lot 2 of the Banded Hills subdivision to be known as Banded Hills Lot 2 hillside permit.

SECOND: The motion was seconded by Councilmember McArthur.

VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

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HILLSIDE DEVELOPMENT PERMIT:

Consider approval of a hillside development permit for Temple Springs Park improvements on approximately 10 acres located on 700 East Street at its terminus north of St. George Boulevard. Case No. 2021-HS-009

Assistant Public Works Director Wes Jenkins presented the request for a hillside development permit for Temple Springs Park improvements on approximately 10 acres located on 700 East Street at its terminus north of St. George Boulevard. A condition of the Hillside Review Board was for staff to speak to the Water Department or the water right owners of the natural spring to make sure there are no concerns with the proposed project and that any retaining walls match the surrounding natural rock.

Deputy City Attorney Paula Houston added the Water Department is aware and is working with the Parks Department to make sure the water is not interfered with.

MOTION: A motion was made by Councilmember Smethurst to approve the hillside development permit for Temple Springs Park improvements on approximately 10 acres located on 700 East Street at its terminus north of St. George Boulevard.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Desert Providence, an 86-lot residential subdivision located at the southwest corner of the intersection of Desert Canyons Parkway and Castillo Drive in the Desert Canyons development.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for preliminary plat for Desert Providence, an 86-lot residential subdivision located at the southwest corner of the intersection of Desert Canyons Parkway and Castillo Drive in the Desert Canyons development. He showed and outlined the preliminary plat. The applicant will need to do an erosion hazard study and any mitigation required per the study would be part of their development improvements. A Conditional Letter of Map Revision (CLOMR) was done a few years ago. Before any units can plat, the applicant will need to go through the Letter of Map Revision (LOMR) process to obtain approval to adjust the floodplain/floodway line.

Councilmember McArthur commented in looking at higher density, he asked if staff if everything is in line with regards to the streets and parking. Assistant Public Works Director Wes Jenkins noted everything is in line.

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MOTION: A motion was made by Councilmember McArthur to approve the preliminary plat for Desert Providence an 86-lot residential subdivision located at the southwest corner of the intersection of Desert Canyons Parkway and Castillo Drive in the Desert Canyons development with the condition that the lots within the existing floodplain/floodway line cannot plat until they go through the LOMR process with FEMA to get approval.

SECOND: The motion was seconded by Councilmember Smethurst.

VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Desert Reserve Phase 3, 19-lot residential subdivision located at the intersection of Desert Canyons Parkway and Castillo Drive in the Desert Canyons Development.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for preliminary plat for Desert Reserve Phase 3, 19-lot residential subdivision located at approximately the intersection of Desert Canyons Parkway and Castillo Drive in the Desert Canyons Development. He showed and outlined the preliminary plat. The applicant went through the hillside process when developing phases 1 and 2, establishing the rockfall lines. A ditch is being proposed along the rear of the lots to collect runoff from the hillside and convey it to the street. They will have an association to own and maintain the ditch. After being asked by Councilmember McArthur, Mr. Jenkins stated the ditch will sit above the homes with retaining walls along the rear of the property. This item has already been through the hillside process.

MOTION: A motion was made by Councilmember Curtis to approve the preliminary plat for preliminary plat for Desert Reserve Phase 3, 19-lot residential subdivision located at the intersection of Desert Canyons Parkway and Castillo Drive in the Desert Canyons Development.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

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PRELIMINARY PLAT:

Consider approval of the preliminary plat for Desert Solace Phase 4, a 21-lot residential subdivision located along the future extension of Rim Runner Drive at approximately 4200 East in the Desert Canyons development.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for preliminary plat for Desert Solace Phase 4, a 21-lot residential subdivision located along the future extension of Rim Runner Drive at approximately 4200 East in the Desert Canyons development. He showed and outlined the preliminary plat.

MOTION: A motion was made by Councilmember Smethurst to approve the preliminary plat for Desert Solace Phase 4, a 21-lot residential subdivision located along the future extension of Rim Runner Drive at approximately 4200 East in the Desert Canyons development.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Palermo Pass at Divario, a 189-lot residential subdivision located within the Divario development at the intersection of the future extension of Alienta Drive and the future extension of Divario Canyon Drive.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for preliminary plat for Palermo Pass at Divario, a 189-lot residential subdivision located within the Divario development at the intersection of the future extension of Alienta Drive and the future extension of Divario Canyon Drive. He showed and outlined the preliminary plat. The developer will be required to install a sewer line down the future extension of Divario Canyon Drive and to construct the extension of Alienta Drive from the proposed subdivision to the intersection of Alienta Drive and Gap Canyon Parkway. Additionally, the developer will be dedicating property to the City for a community park. There will be double fronting lots, with landscape strips and privacy walls that their master HOA will maintain, on the road that leads up to the water tank. He noted the cul-de-sac area will need to meet City standards.

A brief discussion took place regarding four (4) lots that seem to stand alone on Alienta Drive near the wash.

Councilmember McArthur asked about trail systems and if the canyon is still accessible for recreation.

Mark Teepen noted Gap Canyon will stay in its current condition and use.

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Councilmember McArthur noted this area is worthy of preserving. He feels the homes that stand alone seem out of place for what is in the area.

After being asked by Mayor Randall about the purpose of these stand alone lots, Mr. Teepen explained the development agreement was done years ago. The agreement laid out all of the parcels and identified the areas that were to be preserved. There is a 100' cliff line setback included in the agreement. These lots are the only ones that can be built and stay out of the 100' setback, protecting the area for its use. The areas between the lots adjacent to the road that will provide access can be landscaped with benches and parking stalls. Their intention is to keep the area as pristine as it has been.

Councilmember Curtis concurred that these lots don't seem to fit the rest of the proposed subdivision although he understands they may be within the development agreement.

Councilmember Hughes agreed that these lots don't fit in and look weird on the plat.

Mr. Teepen stated the lots can be moved to the west, but that would make them encroach onto the 100' setback. He noted they are constrained by an existing waterline, utilities, and the 100' setback.

Councilmember McArthur commented he does not want to have them encroach. This request wouldn't be heavily scrutinized if this wasn't a part of southern Utah that is worth protecting.

After being asked by Councilmember Hughes, Mr. Teepen stated there is nothing proposed between the four (4) lots to the intersection to the south. Their intention is to provide trails and access to the canyon.

Mayor Randall asked if the Council could approve the plat without the four (4) lots; Deputy City Attorney Paula Houston replied yes, however staff would have to review the development agreement as the developer would have a right to adjust for the density.

Mr. Teepen stated he understands the concerns. They would like to keep the recreation area the way it has been, improving the area.

Design Engineer Clayton Nelson explained in looking at the map, these lots would be pretty far away from Gap Canyon. What is being proposed is not much different than what is at the top. They are trying to keep the lots as close to 10,000 sq ft as possible.

Mr. Teepen commented he is more than happy to work with the Parks Department to determine what amenities they would like to see on the cliff edge.

Councilmember McArthur stated because of where this is, he would like to see the four (4) standalone lots be moved or if there is a way to make adjustments if the development agreement allows.

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City Manager Adam Lenhard noted there is a lot of pedestrian traffic in the area; therefore, the likelihood for a conflict is high with the standalone lots. Based on the concerns expressed by the Council, he believes it would be helpful for them to familiarize themselves with how the proposal will fit on the site and see if they are comfortable with the project. Mayor Randall added it will also help to review the development agreement.

Mr. Teepen stated the boundaries are in a state of flux. He asked if there is a way that if they give up these lots, that the boundary on the other side could be adjusted to pick up additional lots on the Gap Canyon side.

MOTION: A motion was made by Councilmember McArthur to table the item until November 4th.

SECOND: The motion was seconded by Councilmember Curtis.

Mr. Teepen stated he will come back with an alternate layout.

Mayor Randall suggested the Council take a site visit as part of next week's work meeting.

VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Patio Furniture - Sun River, a 1-lot commercial subdivision located at the southwest corner of the intersection of Pioneer Road and Nighthawk Drive.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for preliminary plat for Patio Furniture - Sun River, a 1-lot commercial subdivision located at the southwest corner of the intersection of Pioneer Road and Nighthawk Drive. He showed and outlined the preliminary plat. The applicant will be required to install a deceleration lane along Pioneer Parkway and to dedicate the full right-of-way for Pioneer Drive as it is not a dedicated road at this time.

Councilmember McArthur mentioned there are significant concerns from residents, one of which is the access.

Assistant Public Works Director Wes Jenkins explained access is not being approved with this plat. Access will be discussed and considered when the PD-C comes in for approval.

DRAFT

MOTION: A motion was made by Councilmember McArthur to approve the preliminary plat for Patio Furniture – Sun River a 1-lot commercial subdivision located at the southwest corner of the intersection of Pioneer Road and Nighthawk Drive.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for The Flats at Grand View, a 60-lot residential subdivision located along the future extension of Sky Rocket Road at approximately 1600 West.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for preliminary plat for The Flats at Grand View, a 60-lot residential subdivision located along the future extension of Sky Rocket Road at approximately 1600 West. He showed and outlined the preliminary plat.

MOTION: A motion was made by Councilmember McArthur to approve the preliminary plat The Flats at Grand View a 60-lot residential subdivision located along the future extension of Sky Rocket Road at approximately 1600 West.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Mayor Randall mentioned next week's work meeting will consist of site visits.

Councilmember Smethurst noted he will not be at next week's meeting.

Mayor Randall noted there will be a presentation regarding the proposed performing arts center to begin next week's meeting.

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
OCTOBER 28, 2021 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM/SITE VISITS

PRESENT:

Mayor Michele Randall
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
Councilmember Vardell Curtis
City Manager Adam Lenhard
City Attorney Shawn Guzman
City Recorder Christina Fernandez

EXCUSED:

Councilmember Jimmie Hughes

OPENING:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Laura Fairchild with the Baha'I Community and The Pledge of Allegiance to the Flag was led by Lowry Snow.

The Council moved into the RDA meeting; after the meeting, they moved back into the City Council work meeting.

DISCUSSION REGARDING THE PROPOSED PERFORMING ARTS CENTER:

Members of the committee for the proposed performing arts center introduced themselves.

Alyce Stevens Gardner with the Southwest Symphony provided a PowerPoint presentation covering the following topics: Background information; Case for support; Economic Impacts; Performing Arts Center of Southern Utah; Mid-Valley Performing Arts Center; Adjacencies; Capital investment; Programming plan; Site analysis; Renderings; Governance models; and Summary: Keys to Success. She read a statement regarding the arts from Andy Cohen. The committee hopes they can work with the City to make the performing arts center a reality.

Mayor Randall mentioned she and City Manager Adam Lenhard met with the committee recently. She has always been concerned with spending money for a performing arts center that may only be used by a couple of the arts organizations. Tuacahn is really excited about this proposal because they can bring in shows to the performing arts center throughout the year to help keep year-round use.

After being asked by Councilmember Curtis, Ms. Gardner explained the $45 million included land acquisition; however, they did not factor in the cost of inflation.

City Manager Adam Lenhard mentioned the proposed cost does not include parking. It will need to be addressed as parking will be approximately $23,000 per stall.

Ms. Gardner noted the center can utilize the parking areas already in place. She is not worried too worried about parking.

DRAFT

City Manager Adam Lenhard advised the parking around the proposed site is private; therefore, parking will need to be built and there will be an expense. He noted that Isaac Barlow with Tech Ridge was present. Mr. Barlow has the contract to takedown the property at Tech Ridge.

Lowry Snow noted there is a possibility that the City could be involved with a donation of property at Tech Ridge.

Ms. Gardner commented the area was recommended during the feasibility study.

Mr. Snow explained this proposal promotes what is being done at Tech Ridge also. Some of these improvements could become part of what Mr. Barlow is trying to accomplish.

Councilmember McArthur asked if there has there been a model for operation.

Ms. Gardner stated a full pro forma has been completed by Webb Development. She commented that the center is estimated to break even at year one and that the model is very sustainable.

Councilmember Larkin commented that art enhances lives. She believes this facility would be amazing at Tech Ridge; however, looking at Abravanel Hall, it is not shared by many organizations. At the end of the day, there are so many hours and so much space for everyone who would like to use the facility. She asked who will be able to use the facility as one of her fears is that another center would be needed to accommodate everyone.

Lucas Darger with the Southwest Symphony explained Mr. Webb spoke to those in the arts community while doing the study. Scheduling will be challenging; however, there are only a number of organizations that would use that many seats. This model allows for a smaller section on the main level with tiers above. Turning the lights off on the tiers makes it seem as though there is a full house when only 500 seats are sold. This would allow opening the facility to the smaller organizations. One of the studies outlines the groups that Mr. Webb spoke with.

Ms. Gardner stated that touring arts groups can also utilize the center. The pro forma takes into account national averages all of the different groups that could perform at the center. They could have a large variety of uses, keeping the center busy.

Mr. Snow noted Councilmember Larkin's question underscores what the need is. He hopes there is a discussion that makes the center expandible.

Councilmember Larkin explained she asked the questions because there is such a demand and who gets to choose their dates first.

Mr. Snow commented that it will also be determined by who the partners are. He wants to make certain that those that make the investment are at the table to help make these decisions.

Ms. Gardner commented that the Mid-Valley facility has art pieces hanging in the lobby; therefore, visual arts can have a home also.

Community Arts Manager Emily Reed noted the Electric Theater is full for the entire year; the demand is there. The Theater supports approximately six organizations; however, they are still able to accommodate several organizations outside of the City.

Cheryl Snow, Chairman of the Performing Arts Center of Southern Utah, strengthen you can bring in from the outside depends on how many seats are in the auditorium.

Jeri Rhodes, President of the Heritage Choir spoke about costs. Her hope is that community organizations would benefit by having a facility that would be affordable for them.

Mr. Snow stated that they have met with County. A statement by Commissioner Iverson indicated that he feels there is a need to do this and to figure things out. He believes the County is willing to work with the City to accomplish this proposal. He then spoke about how to get the funding needed and noted he has been in touch with Jason Burningham and are ready to retain him as their financial advisor. At this time, the committee is not looking at any commitment, other than that the Council is prepared to engage with all parties involved to find a model that is workable. He noted the 2019 survey done with citizens showed they want this here.

Mayor Randall stated she is happy to sit at the table and speak to the County.

Councilmember McArthur noted behind the times with where the city should be at with performing arts.

Mayor Randall asked Councilmembers McArthur and Larkin if they would be City liaisons on this project. Both agreed to do so. She and the Council thanked the committee for their time.

SITE VISIT AND DISCUSSION REGARDING GAP CANYON AND THE DIVARIO DEVELOPMENT LOCATED NEAR THE INTERSECTION OF CANYON VIEW DRIVE AND GAP CANYON DRIVE:

The Council visited the site of the proposed Divario Development located near the intersection of Canyon View Drive and Gap Canyon Drive.

Community Development Director John Willis provided a copy of the preliminary plat.

A discussion took place regarding the four (4) stand alone lots they were concerned about at the recent City Council meeting.

SITE VISIT AND DISCUSSION REGARDING THE SUNRIVER COMMERCIAL PROJECT LOCATED AT THE INTERSECTION OF NIGHTHAWK DRIVE AND PIONEER ROAD:

The Council visited the site of the proposed SunRiver commercial project located at the intersection of Nighthawk Drive and Pioneer Road. Community Development

Director John Willis outlined the proposed project. There they met with several residents, some of which are members of a new development committee created by the HOA of SunRiver, who voiced their concerns about the project.

City Manager Adam Lenhard advised the site visit of the archeological site located south of the Dixie Center, adjacent to the Santa Clara River and update from staff regarding the Webb Hill development will be postponed.

REPORTS FROM THE MAYOR, COUNCILMEBERS, AND CITY MANAGER:

No reports were given.

The meeting adjourned at approximately 5:30.

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Christina Fernandez, City Recorder

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
NOVEMBER 4, 2021 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
Councilmember Vardell Curtis
City Manager Adam Lenhard– via Zoom
City Attorney Tani Pack Downing
Government Affairs Director Shawn Guzman
City Recorder Christina Fernandez

OPENING:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Sharon Shores with the Universal Life Church Ministries and The Pledge of Allegiance to the Flag was led by .

Kye Nordfelt thanked the Council for installing the bike lanes on Main Street and for making St. George bicycle friendly. He asked the Council to finalize and approve the complete streets policy.

Mayor Randall noted that she has only heard one complaint about the bike lanes on Main Street; however, several people have thanked the City for adding them.

Councilmember Larkin commented that when people complain about traffic, she reminds them that they are the traffic. All of the infrastructure throughout the City allows residents to utilize different forms of transportation.

Councilmember Hughes thanked Mr. Nordfelt for coming tonight and noted that he has had heard several complaints as not everyone enjoys the same things.

Mayor Randall noted that Shawn Guzman is now the Government Affairs Director. He will be acting as the City's lobbyist; the City has recently hired a new City Attorney.

Government Affairs Director Shawn Guzman thanked the Legal Department staff for their support over the years. He then thanked the Mayor and Council and former elected officials, executive staff; city departments; and his family.

APPOINT NEW CITY ATTORNEY:

Appoint Tani Pack Downing as the new City Attorney.

Government Affairs Director Shawn Guzman stated the City Attorney Tani Pack Downing is fantastic and the City is lucky to have her. He proved a brief outline of Ms. Downing's resume.

Mayor Randall commented that the hiring panel was impressed with City Attorney Tani Pack Downing who has 26 years of legal and executive level experience.

DRAFT

City Attorney Tani Pack Downing thanked the Council for this opportunity. She is honored to be here and to be entrusted with this position.

MOTION: A motion was made by Councilmember Larkin to appoint Tani Pack Downing as the new City Attorney.
SECOND: The motion was seconded by Councilmember McArthur.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:

Mayor Randall recommended appointing Karman Wilson to be the chair of the St. George Arts Commission and to appoint new members Emily Rae, Glenn Webb, Adam Mast, Tabitha Nygaard, all for a 3-year term. She mentioned the other Arts Commission members John Kessler, Sherlynn Davis, Jane Anderson, Steve Brough, Chewi Lockhart, and Barry Scarf.

MOTION: A motion was made by Councilmember Larkin to appoint Arts Commission as presented.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

Deputy Director of Arts Michele Graves explained Steve Brough was never officially appointed to the Commission.

AMENDED
MOTION: Councilmember Larkin amended her motion to include appointing Steve Brough to the Arts Commission.
SECOND: The amended motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

DRAFT

The vote was unanimous and the motion carried.

CONSENT CALENDAR:

a. **Consider award of bid to Holbrook Asphalt for the Crack Seal Project.**

b. **Consider approval of an award of bid to Scholzen Products for the purchase of supplies for the 500 West 500 North water main.**

c. **Consider approval of a concession agreement renewal with Ice Cream Factory, Inc.**

d. **Consider approval of a concession agreement renewal with D&D Books/Eborn Books.**

e. **Consider approval of a Fixed-Base Operator (FBO) Operating and Lease Agreement with Sandstone Aviation LLC as well as an Addendum to the Lease Agreement that outlines the specifics for this FBO Lease.**

f. **Consider approval of a lease agreement with Tech Ridge, LLC.**

g. **Consider approval of a Professional Services Agreement with Applied Geotechnical Engineering Consultants (AGEC) for the materials testing and special inspections of the SGRWRF Phase II Expansion Project.**

h. **Consider approval of a Professional Services Agreement with Bowen, Collins, & Associates for the design and permitting services of the Virgin River Irrigation Line Lowering Project.**

i. **Consider approval of a Professional Services Agreement with Bowen, Collins, & Associates for the design and construction management of the sand filter media replacement and cloth media filter construction at the SGRWRF Reuse Plant.**

MOTION: A motion was made by Councilmember Hughes to approve the consent calendar.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

DRAFT

AMEND FEES/ORDINANCE:

Consider approval of an ordinance amending and adopting fees for various services and recreational activities.

Leisure Services Director Shane Moore explained staff recommends adding a resident fee for the rental of City owned baseball and softball fields to accommodate local organizations. After being asked by Councilmember Curtis, Mr. Moore indicated that the fees include resident rates for practice. This amendment does not include fee changes for the soccer fields.

MOTION: A motion was made by Councilmember Curtis to approve the ordinance amending and adopting fees for various services and recreational activities.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

Mayor Randall noted items 11 and 12 are going to be removed from the agenda and item 14 will go after item 7.

TABLE THE ATKINVILLE INTERCHANGE AREA COMMERCIAL ZONE AMENDMENT:

Table approval of the ordinance amending the Atkinville Interchange Area Commercial zone for a conceptual site plan, elevations, and colors and materials to be known as SunRiver Patio Furniture on approximately 5.06 acres located south of Nighthawk Drive, west of Pioneer Road and east of Sand Piper Drive. Case No. 2021-ZCA-062

Planner Carol Davidson explained that the applicant has requested to table the item until December 2nd.

Government Affairs Director Shawn Guzman expressed his gratitude for the applicant taking the time to meet and talk with the residents.

MOTION: A motion was made by Councilmember McArthur to table the ordinance amending the Atkinville Interchange Area Commercial zone for a conceptual site plan, elevations, and colors and materials to be known as SunRiver Patio Furniture on approximately 5.06 acres located south of Nighthawk Drive, west of Pioneer Road and east of Sand Piper Drive until the December 2, 2021 meeting.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a vote, as follows:

DRAFT

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

Consider approval of an ordinance changing the general plan future land-use map from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 19.4 acres located east of 3000 East Street and north of 1140 South Street to be known as SLR Fields. Case No. 2021-GPA-013

Planner Carol Davidson presented the request to change the general plan from LDR to MDR on approximately 19.4 acres located east of 3000 East Street and north of 1140 South Street to be known as SLR Fields. She provided a PowerPoint presentation covering the following topics: Aerial map; Zoning map; General plan map; and Planning Commission approval.

Councilmember McArthur asked if this is the same plan for the townhouses.

Ms. Davidson indicated that she has not seen the plans yet, but it should be something similar.

Dan McCay thanked the Council and staff for working with them after which he stated there is not a plan for this project yet. Extending this down to 1140 South allows them flexibility with one of their other projects in the event that boundaries need to shift due to traffic models. If the shift is not needed, they plan on having a PD-R. He did not know if they would retain ownership at this time. The intent is for the project to be roughly 300-units; hoping this will be a for-sale product rather than a for-rent product as there is a strong demand.

MOTION: A motion was made by Councilmember Curtis to approve the ordinance changing the general plan future land-use map from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 19.4 acres located east of 3000 East Street and north of 1140 South Street to be known as SLR Fields.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

DRAFT

GENERAL PLAN AMENDMENT/ORDINANCE:

Consider approval of an ordinance changing the general plan from MDR (Medium Density Residential) to COM (Commercial) on approximately 2.89 acres located at 100 South 100 West to be known as 100 South Library Block. Case No. 2021-GPA-010

Planner Mike Hadley presented the request to change the general plan from MDR to COM on approximately 2.89 acres located at 100 South 100 West to be known as 100 South Library Block. He provided a PowerPoint presentation covering the following topics: Aerial map; Zoning map; and General plan map.

Mayor Randall noted she received a phone call and letter received from residents concerned with parking for the library and children's museum and wanting to keep the old homes for residential use.

Councilmember McArthur commented this is a general plan amendment; to overlay the project- the zone is not being changed tonight. The Council would like to preserve these homes as well as; however, they would like to have the opportunity to be able to have commercial related uses on the City owned property adjacent to the library.

Councilmember Larkin added a general plan amendment can be confusing as opposed to zoning. The general plan is a bubble with no forced use. There really is no effect on the residential homes unless a zone change occurs.

Government Affairs Director Shawn Guzman pointed out the reason the City purchased the Andrus home is to save it. He would like to save every home in the downtown area. On this particular piece, those homes were actually very challenged when the City bought them. The goal there was to make sure whatever went in complemented Town Square.

Councilmember Hughes commented making this change can pave the way for commercial use. He is concerned with what is going to happen on some of the vacant space and parking. As this moves forward, he asked the Council to be cognizant to that.

After comments from the audience, Mayor Randall noted this is not a public hearing.

Government Affairs Director Shawn Guzman advised specific plans are not required to be presented with a rezone. He stated the public hearing was held at the Planning Commission meeting.

MOTION: A motion was made by Councilmember Larkin to approve the ordinance changing the general plan from MDR (Medium Density Residential) to COM (Commercial) on approximately 2.89 acres located at 100 South 100 West to be known as 100 South Library Block.

SECOND: The motion was seconded by Councilmember Curtis.

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

DRAFT

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

Consider approval of an ordinance changing the general plan from OS (Open Space) to LDR (Low Density Residential) on approximately 2.18 acres located at 1620 West Traverse Drive known as Tonaquint Ridge. Case No. 2021-GPA-011

Planner Mike Hadley presented the request to change the general plan from OS to LDR on approximately 2.18 acres located at 1620 West Traverse Drive known as Tonaquint Ridge. He provided a PowerPoint presentation covering the following topics: Aerial map; Zoning map; General plan map; and General plan prior to 2018.

MOTION: A motion was made by Councilmember Smethurst to approve the ordinance changing the general plan from OS (Open Space) to LDR (Low Density Residential) on approximately 2.18 acres located at 1620 West Traverse Drive known as Tonaquint Ridge.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PLANNED DEVELOPMENT COMMERCIAL ZONE AMENDMENT/ORDINANCE:

Consider approval of an ordinance amending the Desert Color Planned Development Commercial zone for two condominium buildings to be known as Desert Color Phase 5 Lots 514 & 515 on approximately 0.61 acres located between Akoya Pearl Road and Lagoon Parkway, northwest of the Desert Color clubhouse. Case No. 2021-ZCA-075

Planner Dan Boles presented the request to amend the Desert Color Planned Development Commercial zone for two condominium buildings to be known as Desert Color Phase 5 Lots 514 & 515 on approximately 0.61 acres located between Akoya Pearl Road and Lagoon Parkway, northwest of the Desert Color clubhouse. He provided a PowerPoint presentation covering the following topics: Zoning map; Phase 5 site plan; Civic space & density; Proposed site plan; Elevations; Renderings; and Landscape plan. After being asked by Councilmember Larkin, Mr. Boles noted the Planning Commission wanted a buffer to provide screening for the residents who would utilize the rooftop.

DRAFT

Government Affairs Director Shawn Guzman commented that the location is not so close to the elevated roadways that you would see the rooftop. Mr. Boles agreed.

Bob Hermandson explained the screen item is due to a leg of Auburn Hills that is elevate about 40' over the resort. The screening would be on the roof to seclude the rooftop from surrounding neighbors. He does not feel this is going to be an issue but is happy to talk to staff. After being asked by Government Affairs Director Shawn Guzman, Mr. Hermanson indicated the building pad is approximately 250' from the edge of the building. He thinks what is being proposed is more than adequate to provide privacy. If there was going to double screening, he would be inclined to put it on the other building.

MOTION: A motion was made by Councilmember Curtis to approve the ordinance amending the Desert Color Planned Development Commercial zone for two condominium buildings to be known as Desert Color Phase 5 Lots 514 & 515 on approximately 0.61 acres located between Akoya Pearl Road and Lagoon Parkway, northwest of the Desert Color clubhouse with the conditions from the Planning Commission except for the screening; He recommended approval of the screening as presented tonight.

Government Affairs Director Shawn Guzman asked to clarify if the proposal shown tonight was without the screening the Planning Commission recommended. Mr. Boles replied, yes.

Councilmember Curtis added language to his motion to approve the screening as presented tonight.

SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for The Cove at Desert Color Lot 514-515, a 20-lot residential subdivision located within the Desert Color development along Lagoon Parkway.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for The Cove at Desert Color Lot 514-515, a 20-lot residential subdivision located within the Desert Color development along Lagoon Parkway. He showed and outlined the preliminary plat.

DRAFT

MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat for The Cove at Desert Color Lot 514-515.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PLANNED DEVELOPMENT COMMERCIAL ZONE AMENDMENT/ORDINANCE: Consider approval of an ordinance amending the Tonaquint Center Planned Development Commercial zone for a new Maverik convenience store and gas sales to be known as Dixie Drive Maverik on approximately 2.57 acres located on the southeast corner of 1600 South and Dixie Drive. Case No. 2021-ZCA-043

Planner Dan Boles presented the request to amend the Tonaquint Center Planned Development Commercial zone for a new Maverik convenience store and gas sales to be known as Dixie Drive Maverik on approximately 2.57 acres located on the southeast corner of 1600 South and Dixie Drive. He provided a PowerPoint presentation covering the following topics: Aerial map; Zoning map; Proposed site plan; Concept landscape plan; Proposed elevations; Building perspectives; Canopy elevations; Signage; Materials; and Plat. He indicated that the lot split has not been finalized yet. The Parks Department that what is being proposed is a long engineered looking berm. During the site plan stage, the berm would be reviewed and smoothed over so it doesn't have the utilitarian look. There was a question as to whether or not 1600 South was public or private street; after some research, it was determined that it is a public street. He outlined the conditions as follows:

1. That a berm is constructed between the cemetery and the subject property and that the applicant works with the City to address the comments from the Parks Department
2. That the canopy colors are muted as shown in the exhibit shown on the drawings attached to the staff report
3. That the applicant leaves the trees in the right-of-way on the corner of 1600 South and Dixie Drive
4. That a site plan and building permit is approved prior to construction
5. That the monument sign is approved as presented
6. That if the City does not purchase the property adjacent to the cemetery, that this applicant will landscape to the property line
7. That the use "fuel sales" is added to the use list
8. No signage is added to the canopy
9. That there be lower-impact lighting around the perimeter, specifically adjacent to the cemetery
10. That the lot line split is finalized once the City has closed on the property

DRAFT

Government Affairs Director Shawn Guzman stated he has worked with Maverik officials for many years. There were several sites that the City wanted concessions and the issues were always worked out as the Maverik officials have been very good to work with. He noted this site is a very sensitive site and under the current ordinance that applies to the site, the applicant would not have been able to have gas sales; however, he sat down with Maverik officials and worked with them regarding some berming. He pointed out that the 10' berm that was proposed was the City's request so he was a bit surprised that Parks staff requested some changes as Leisure Services Director Shane Moore met with him on site and wanted the berm to block the sound and light from the cemetery. He hopes that Parks staff is working with Mr. Moore so they understand that a sound and visual barrier is what the City is looking for. He thanked the property owner for working with staff. The approval will be conditioned on finalizing the property purchase.

Applicant Rich Piggott with Maverik noted he is excited to bring another store to the area and thanked staff for working with them. He spoke about the lighting and concerns with regards to lighting for employee security. They plan on having the lights on timers and dimmers. He then spoke about the proposed berm.

Councilmember Curtis asked if there is a deceleration lane on Dixie Drive accessing 1600 South or into the new commercial property.

Someone from the audience noted there is a deceleration lane near the cemetery.

Government Affairs Director Shawn Guzman stated there is a deceleration lane coming from the cemetery area heading north.

Assistant Public Works Director Wes Jenkins explained there is a deceleration lane coming off the first access with another at 1600 South. As the request does not meet the City's access management policy for a full access, one condition from the planning staff review is to leave the access on Dixie Dive and at the intersection of Dixie Drive and 1600 South as a right in, with full access further to the east on 1600 South.

City Attorney Shawn Guzman noted there will not be too many drivers left turn maneuvers as most traffic will be coming from the cemetery as well as the adjacent office buildings.

Councilmember Hughes thanked the developer for working with staff. He hopes to shut down the current main entrance and have cemetery patrons use this new access at 1600 South.

MOTION: A motion was made by Councilmember Hughes to approve the ordinance amending the Tonaquint Center Planned Development Commercial zone for a new Maverik convenience store and gas sales to be known as Dixie Drive Maverik with the conditions as presented including the right in and right out for the first entrance and the closing on the sale of the remainder of the property on the current plat to the City.

SECOND: The motion was seconded by Councilmember Smethurst.

DRAFT

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

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on approximately 5.1 acres located south of Southern Parkway and west of Desert Canyons Parkway to be known as Desert Canyons Townhomes. Case No. 2021-ZC-073

Planner Mike Hadley presented the request to change the zone from R-1-10 to PD-R on approximately 5.1 acres located south of Southern Parkway and west of Desert Canyons Parkway to be known as Desert Canyons Townhomes. He provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; Zoning map; Site plan; Elevations; and Desert Canyons zoning map.

MOTION: A motion was made by Councilmember Hughes to approve the ordinance changing the zone from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on approximately 5.1 acres located south of Southern Parkway and west of Desert Canyons Parkway to be known as Desert Canyons Townhomes.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lots) to OS (Open Space) on approximately 14.06 acres located at approximately 4000 South 2900 East to be known as Banded Hills Open Space. Case No. 2021-ZC-072

Planner Mike Hadley presented the request to change the zone from R-1-10 to OS on approximately 14.06 acres located at approximately 4000 South 2900 East to be known as Banded Hills Open Space. He provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; and Zoning map.

DRAFT

MOTION: A motion was made by Councilmember McArthur to approve the ordinance changing the zone from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lots) to OS (Open Space) on approximately 14.06 acres located at approximately 4000 South 2900 East to be known as Banded Hills Open Space.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit for the short-term rental of a local landmark known as the Sevy Home on approximately .15 acres located at 274 South 200 West Street. Case No. 2021-CUP-012

Planner Carol Davidson presented the request for a conditional use permit for the short-term rental of a local landmark known as the Sevy Home on approximately .15 acres located at 274 South 200 West Street. She provided a PowerPoint presentation covering the following topics: Aerial map; Photos of the home; 10-13E-4B conditions – 1. Low impact; 2. Substantial investment; 3. Renovations maintain historic features; 4. Minimal traffic or parking demands; and Recommendation from the Planning Commission with conditions.

MOTION: A motion was made by Councilmember Smethurst to approve the conditional use permit for the short-term rental of a local landmark known as the Sevy Home on approximately .15 acres located at 274 South 200 West Street with the conditions as presented.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

Councilmember Larkin noted the Council has received letters in support of this request. Ms. Chacon has done a great job making the home a part of the neighborhood.

DRAFT

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Councilmember Larkin mentioned the Chamber of Commerce taking place tonight for young professionals.

Councilmember Smethurst reported on the golf courses overseeding. He thanked Government Affairs Director Shawn Guzman for everything.

Mayor Randall noted she heard there are issues with the sand traps at Sunbrook. Councilmember Smethurst explained that staff is working on them.

Councilmember Curtis reported on a meeting he attended with those in the soccer community.

Mayor Randall mentioned the Gold Star Families Memorial event will not take place on March 26, 2022. She then noted that the canvass of the general election will take place next Wednesday at 4:00 p.m.

Government Affairs Director Shawn Guzman explained years ago there was a billboard issue with placement on City property. About ten years ago, he worked out a deal with Dewey Reagan with Reagan Sign Company. The billboard is now located near Dixie Diesel. As part of the agreement, Mr. Reagan would give the City a couple of billboard ads in the Salt Lake area to advertise a City event. Recently, he spoke with and mentioned this up to Mr. Reagan. Since then, Mr. Reagan worked with golf staff to design a billboard to advertise St. George golf for the spring season.

ADJOURN:

MOTION: A motion was made by Councilmember Larkin to adjourn.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
NOVEMBER 4, 2021 4:30 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
Councilmember Vardell Curtis
City Manager Adam Lenhard– via Zoom
City Attorney Tani Pack Downing
Government Affairs Director Shawn Guzman
City Recorder Christina Fernandez

OPENING:

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

PRESENTATION FROM STAFF REGARDING CURLY HOLLOW COMMUNITY PARK PHASE I:

Park Planner Mark Goble provided a PowerPoint presentation covering the following topics: Overall plan; Phase 1 plan; Phase 1 with pickleball courts; Cost estimate; and Existing pickleball facility costs.

Councilmember Hughes noted the pickleball groups would like additional courts at the Little Valley complex.

Mr. Goble explained there is room at the Little Valley complex for additional courts when Horseman Park Drive tees into the new road. There will be room for eight (8) more courts as well as a championship court.

Councilmember Hughes inquired about doing less courts at Curly Hollow and have additional courts at the Little Valley complex, including the championship court.

Leisure Services Director Shane Moore commented the pickleball group would like to have 60 courts. The proposed courts at Curly Hollow as well as the courts at Little Valley could support all of the tournaments and play. He thinks both facilities are needed.

Councilmember Larkin agreed with Councilmember Hughes that the pickleball group would prefer to have the championship court at the Little Valley complex if there is only going to be one.

Leisure Services Director Shane Moore provided a timeline for additional courts at the Little Valley complex.

Assistant City Manager Deanna Brklacich outlined how park impact fees can be utilized.

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Leisure Services Director Shane Moore indicted Commissioner Almquist stated that the County would be happy to help, he would like the County to contribute 50% of the costs.

Mayor Randall commented that it would be impossible to get the number of courts the pickleball group would like to have at the Little Valley Complex.

City Manager Deanna Brklacich advised the Little Valley complex currently has 37 pickleball courts; funded approximately $3.5–$6 million with developers contributing about half a million through impact fees, and taxpayers (RAP tax or general fund dollars) $3 million. With the new courts the goal is to utilize impact fees. Looking at the proposed costs, impact fees will not come in high enough to cover the entire cost to build all of the courts at once. The project may be able to overlap fiscal years. Staff will need to look into whether or not impact fees can be used to expand the Little Valley complex.

Councilmember Larkin asked about the design and problems at the Little Valley pickleball courts. She also asked about the possibility of having a check in area so people can share the courts.

Leisure Services Director Shane Moore noted that City Manager Adam Lenhard was concerned with having an attendant. There is a process of the next group hangs their paddle alerting the current players there is someone waiting to use the court.

Mr. Goble commented they could redesign this proposal to have a 24-court facility.

Mayor Randall stated there are so many people that drive from the west side to Little Valley to play; the Curly Hollow proposal would be closer for them.

Mr. Goble indicated he could include the additional twelve (12) courts as an alternative, giving a better idea for a cost.

Councilmember McArthur asked if the Curly Hollow area is on clay. Mr. Goble Mark stated the area was excavated 17’. They are planning on having the drain offsite.

Mayor Randall asked Mr. Goble to bid the project.

The meeting adjourned at approximately 4:55 p.m.

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Christina Fernandez, City Recorder

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Agenda Item Number: **02**

Request For Council Action

Date Submitted	10/13/2021 10:22 AM
Proposed City Council Date	11/18/2021
Applicant	Genna Davenport
Subject	Public hearing and approval of an amendment to the Program Year 2021 (Fiscal Year 2022) Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program.
Background	The 2021 AAP was approved by the Council on 06/03/2021. This is an amendment to that plan to remove projects that will not be pursued during this program year and to identify projects that can be pursued. Sections AP-15, AP-20, and AP-38 are the amended sections of the plan.
Proposed Resolution	Staff recommends approval.
Cost	
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	cdbgfundingpy21aap-original110421091431.pdf cdbgfundingpy21aap-rvsd110421091440.pdf py21aapamendmentpendingcc111820211104210909071115211612 49.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

City of St. George 2021 Funding (PY21 FY22)

	CDBG		Total Available for the Year
2021 Allocation	$699,707		**$1,493,424**
PROGRAM INCOME	$29,418	planned	**$1,493,424**
Prior Year Resources	$764,299	remaining	**$0**

	Allocation	% of allocation	Notes
CDBG Projects			
CDBG: Program Admin	$40,500	5.7881%	20% max
CDBG: Public Services	$100,000	14.2917%	15% max
CDBG: Public Facilities & Infrastructure	$520,000		
CDBG: Clearance/Demolition	$200,000		
CDBG: Acquisition	$632,924		
Totals	***$1,493,424***	***20.08%***	

Public Facilities Identified	Allocation
Pioneer Courthouse	$500,000
Main Street Sidewalks	$20,000
Total Requests	***$520,000***

Public Services Identified	*Allocation*
Big Brothers Big Sisters	$15,000
DOVE Center	$10,000
Family Support	$10,000
Memory Matters	$40,000
Switchpoint	$25,000
Total Requests	***$100,000***

Clearance/Demolition	*Allocation*
100 W St. George Blvd	$200,000
Total Requests	***$200,000***

Program Admin	*Allocation*
Genna Salary	$40,000
Spectrum	$500
	$40,500

Acquisition	*Allocation*
Hooray	$500,000
TBD	$132,924
Total Requests	***$632,924***

City of St. George 2021 Funding (PY21 FY22)

	CDBG		Total Available for the Year
2021 Allocation	$699,707		**$1,529,647**
PROGRAM INCOME (previous program year)	$62,689	obligated	**$1,529,647**
Prior Year Resources	$767,250	unobligated	**($0)**

	Allocation	% of allocation	Notes
CDBG Projects			
CDBG: Program Admin	$41,500	5.9311%	20% max
CDBG: Public Services	$100,000	14.2917%	15% max
CDBG: Public Facilities & Infrastructure	$1,188,147		
CDBG: Clearance/Demolition	$200,000		
CDBG: Acquisition	$0		
Totals	***$1,529,647***	***20.22%***	

Public Facilities Identified	**Allocation**
Sidewalks South Main	$46,580
Rec Center - Floors	$120,000
Rec Center - Bathrooms	$50,000
Park 2450 E - Playground	$650,000
Park Worthen Pavilion	$275,000
Project TBD	$46,567
Total Requests	***$1,188,147***

Public Services Identified	***Allocation***
Big Brothers Big Sisters	$15,000
DOVE Center	$10,000
Family Support	$10,000
Memory Matters	$40,000
Switchpoint	$25,000
Total Requests	***$100,000***

Clearance/Demolition	***Allocation***
100 W St. George Blvd	$200,000
Total Requests	***$200,000***

Program Admin	***Allocation***
Genna Salary	$40,000
Spectrum	$1,500
	$41,500

Acquisition	***Allocation***
Total Requests	***$0***

2021 Annual Action Plan

City of St. George
Economic Vitality & Housing
175 East 200 North
St. George, Utah 84770

The purpose of this amendment is to remove activities that will not be able to be completed during PY21 FY22 and to identify activities that will be pursued.

Citizen Participation sections will also be amended to reflect the citizen participation undertaken for this amendment.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This Annual Action Plan is intended to satisfy the requirements for CDBG Entitlement Communities by describing the use of Community Development Block Grant (CDBG) funds by the City of St. George, Utah, for its 2021 CDBG Program Year, the third program year of the City's 2019-2023 Five-year Consolidated Plan. The Plan was prepared by the City of St. George's Economic Vitality & Housing Department, which administers the City's CDBG Program through its Economic Vitality & Housing Coordinator personnel.

The City of St. George encourages agency collaboration and cooperation to improve program outcomes. Various non-profit agencies, such as Big Brothers Big Sisters, DOVE Center, Family Support Center of Washington County, Memory Matters, and Switchpoint Community Resource Center all partner together to meet the objectives of the Consolidated Plan.

Participation in the Washington Local Homeless Coordinating Committee, a vital group in the State of Utah's plan to make homelessness rare, brief, and non-recurring as well as the Housing Action Coalition (HAC), an organization comprised of municipal and community stakeholders and concerned citizens

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working collaboratively to create more attainable housing, also help further these initiatives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of St. George has developed its strategic plan based on an analysis of the data presented in the *2019-2023 Consolidated Plan and the community participation and stake holder consultation process. Through these efforts, the City has identified two priority needs and associated goals to address those

needs. The priority needs are: 1) Quality of life Improvements, and 2) Non-Housing Community Development. To provide for those needs, the goals during the 2021 program year are as follows:

- Increase and Expand Public Services LMI
- Increase and Expand Public Service Special Needs
- Promotion of Fair Housing
- Increase and Improve Access to Public Facilities
- Increase and Expand Capacity Public Infrastructure

**Due to the COVID-19 pandemic, the 2019-2023 Consolidated Plan was substantially amended in order to prevent, prepare for, and respond to coronavirus. The goals associated with the 2021 AAP will remain the same as provisions from the CARES Act were for PY19 and PY20 allocations. If new provisions arise surrounding the pandemic, the PY21 AAP will be substantially amended in order to prevent, prepare for, and respond to coronavirus in accordance with potential new legislation.*

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has made significant contributions to provide safe, decent and affordable housing, a suitable living environment, and economic opportunities – especially for low- to moderate-income individuals in the community, through collaborative efforts with public, private, and non-profit community housing providers and service agencies. However, improving the quality of life for City citizens and non-housing community development remain some of the most prolific needs of St. George, as documented by the 2014-2018 Consolidated Plan and the 2017 Consolidated Annual Performance and Evaluation Report (CAPER).

The Consolidated Plan is a comprehensive document that describes the City's housing market conditions, identifies the need for affordable housing and community development, and provides strategies to address the needs over a five-year period. The CAPER provides an assessment of progress towards the

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five-year goals and the one-year goals of HUD entitlement grants CDBG. The City and its network of service providers are able to meet its goals in providing vital public services to its citizens, however there is ongoing need to continue support for low- and moderate-income households and the special needs population such as the elderly and homeless. Public infrastructure improvements and expansion and increased access to public facilities is needed due to rapidly growing population. As reported in the prior plan's CAPERs, the City has so far been able to accomplish the goals set forth by these needs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation and consultation in the City's CDBG program are vital to its success. The City of St. George continues to work with key nonprofit organizations for consultation of the plan, and to encourage the participation of the citizens they serve, including low- and moderate-income residents who are the primary targets of their various HUD funded programs.

At a minimum, the City adheres to its adopted Citizen Participation Plan. In accordance with that plan, the City of St. George hosts training sessions, attends meetings, holds public meetings and hearings, places copies of various CDBG plans and reports on the City's website, makes copies of the plans available for review in both draft and final forms, and accepts and incorporates citizen input and feedback. Along with the annual processes, the public is advised of all program planning activities, actions, and plan amendments, by published notices on the City's website and local newspaper. In order to improve program outcomes, the City of St. George also collaborates and cooperates with other governmental agencies as well as a number of profit and non-profit organizations to develop viable program activities. For all CDBG activities, the City of St. George works to provide full accessibility for the disabled and provides translation and hearing-impaired services for those who request them.

Citizen participation and involvement in the development of this Annual Action Plan has not only

Citizen participation and involvement in the development of this Annual Action Plan has not only included the input taken at specifically noticed activities, but in many cases from either direct or indirect interactions with citizens and agencies otherwise involved with any activity associated with an objective of the City's CDBG program. Below is a list of efforts made by the City:

Citizen comments and questions are encouraged at all public meetings. For nonprofit organizations seeking CDBG funding, a funding workshop is hosted to explain the application process.

04/15/2021: PY2021 Funding Workshop - overview of PY2021 CDBG program funding and potential CDBG-CV funding.

05/27/2021: Public Notice for the no less than 3-day public comment period (in accordance with the 05/11/2021 grant allocation error waiver memo) to be held from 05/27/2021 to 06/02/2021 for the 2021 Annual Action Plan.

06/03/2021: Public Hearing to address comments by City residents on the 2021 Annual Action Plan.

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Amendment Citizen Participation

10/15/2021 Public notice for 30-day public comment period to be held from 10/17/2021 to 11/17/2021 for an amendment to the 2021 Annual Action Plan; notice of public hearing included in notice.

11/18/2021 Public Hearing to address comments by City residents on the 2021 Annual Action Plan Amendment.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received.

7. Summary

The 2019-2023 Consolidated Plan was substantially amended in 2020 in order to prevent, prepare for, and respond to coronavirus. Said plan will be substantially amended again in 2021 to identify the specific activities that will be carried out in order to address Covid-19. The following 2021 Annual Action Plan is the second year of the substantially amended Consolidated Plan.

In November of 2021 this Annual Action Plan was amended for activities to be undertaken throughout the remainder of the program year.

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ST. GEORGE	Economic Vitality & Housing

Table 1 – Responsible Agencies

Narrative (optional)

No narrative necessary.

Consolidated Plan Public Contact Information

Genna Davenport, Economic Vitality & Housing Coordinator
Economic Vitality & Housing Department
City of St. George
175 East 200 North
St. George, Utah 84770
(435) 627-4450

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

St. George is engaged in ongoing efforts to increase coordination among its local network of public, private, and non-profit organizations that deliver housing and social services to the community. Some activities to increase coordination to further the goals in this plan include consulting with the St. George Housing Authority on public housing development needs, coordinate strategy with the Five County Association of Governments and the Utah Balance of State Continuum of Care to help end homelessness in the City, lead a local consortium of local organizations to help address homelessness in the City, and support mental health agencies in the City to help address the causes of homelessness. The principal organizations are: DOVE Center, St. George Housing Authority, Southwest Center Mental Health, Utah Department of Workforce Service, and the Five County Association of Governments.

As the administrator of HUD's CDBG program, the City's Economic Vitality & Housing Department acts as a hub for community and economic development in the area. Open lines of communication are maintained between the City and the area's many non-profit and social service agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Aside from keeping an open-door policy and maintaining ongoing communication with the area's many agencies and service providers, the City's Economic Vitality & Housing Department is engaged in a number of efforts and initiatives to enhance coordination among the community's governmental and service frameworks.

As active members of the Washington Local Homeless Coordinating Committee, the City oversaw the Service Gap Analysis for mental health and substance use providers. This inventory has been submitted to the State and will be posted on the City's LHCC webpage.

The City also holds an annual CDBG workshop to give an overview of the CDBG program's purpose and goals. During this workshop, organizations have the opportunity to give feedback on the community's needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

St. George partners with many groups in the area to implement housing services for the homeless. These groups include non-profit associations, local government entities, the school district, housing authorities, law enforcement, the faith community, financial supporters, and more.

The partnerships were created to maximize the resources available to homeless persons through the

development and coordination of an effective and comprehensive continuum of care system addressing services from homelessness prevention services, outreach services, emergency shelter, transitional housing, permanent supportive housing, and permanent affordable housing.

Monthly, the City's CDBG Administrator attends the Local Homeless Coordinating Committee (LHCC). This meeting is conducted by a member of the St. George City Council. The meetings are held in order to coordinate the varying services between government, non-profit and private partners in our community responsible for providing service options for those who may struggle with unemployment, housing, health and mental challenges. As a committee of approximately 30 partners, we collaborate and try to maximize the limited resources we each have to serve our low to moderate income individuals and families. We utilize a statewide database system to keep track of those individuals and families that are most vulnerable and prioritize services according to the greatest need. For the past several years this has been a solid working model and has been successful.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of St. George does not receive ESG funding. However, the City of St. George plays an integral part in the monthly Local Homeless Coordinating Council (LHCC). The LHCC coordinates with service agencies, mental health providers and assisted housing providers to increase the availability of affordable, safe and decent housing. The City of St. George's representatives act as Chair for this council and give direction to service agencies and developers of attainable housing based upon the needs of the LHCC. Coordination among service providers has been enhanced as the City has taken lead and encouraged collaboration among the service agencies.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	City of St. George
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis

		Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of St. George is the lead agency in administering the CDBG program in the City. The City also spearheads the LHCC.
2	**Agency/Group/Organization**	WASHINGTON COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of St. George is located in and is the primary metro area of Washington County. The City and the County work closely together to address the needs of its citizens.
3	**Agency/Group/Organization**	FIVE COUNTY ASSOCIATION OF GOVERNMENTS
	Agency/Group/Organization Type	Other government - Local Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Five County Association of Governments (FCAOG) is an association of local governments from the five southwestern counties of the State of Utah. Its mission it to plan, prepare and partner with federal, state and local governments to strengthen

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	the role of southwestern Utah local officials in the execution of state and federal programs at the local level.	
4	**Agency/Group/Organization**	St. George Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The St. George Housing Authority (SGHA) is the local public housing authority in St. George. It provides the City with consultation on public housing needs. SGHA is also part of the LHCC.
5	**Agency/Group/Organization**	St. George Public Works
	Agency/Group/Organization Type	Other government - Local Stormwater Maintenance
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	St. George Public Works Department works to minimize the effects of storm water and flood-hazards through maintenance and the use of policy and ordinances.
6	**Agency/Group/Organization**	Department of Workforce Services
	Agency/Group/Organization Type	Services-Employment Public Internet Access
	What section of the Plan was addressed by	Housing Need Assessment

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Consultation?	Economic Development
Briefly describe how the Agency/Group/Organization	The Department of Workforce Services has an Employment Center with a computer lab and staff available to help in job seeking and training.

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was consulted. What are the anticipated ou	

tcomes of the consult	

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ation or areas for improved coordination?		
7	**Agency/Group/Organization**	Intermountain Health Care
	Agency/Group/Organization Type	Health Agency Public Internet Access
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Intermountain Health Care is a leading medical health provider in the area. Intermountain Health Care has free public wi-fi on all campuses.
8	**Agency/Group/Organization**	Southwest Behavioral Health Center
	Agency/Group/Organization Type	Health Agency

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What section of	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

the Plan was addressed by Consultation?	
Briefly describe	Southwest Behavioral Health is a leading mental health provider in the area. They play an integral part in our LHCC.

OMB Control No: 2506-0117 (exp. 09/30/2021)

scribe how the Agency/Group/Organization was consulted. What ar	

OMB Control No: 2506-0117 (exp. 09/30/2021)

the anticipated outcomes of the consultation or areas for improved coordination?	

OMB Control No: 2506-0117 (exp. 09/30/2021)

coordination?		
9	**Agency/Group/Organization**	Washington County Homeless Coordinating Committee
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	LHCC is a collaborative effort of various homeless providers, government agencies, public, and private partners committed to working together to make homelessness rare, brief, and non-recurring.

Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were specifically avoided during the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Utah Balance of State	The City of St. George places a high priority on providing shelter, housing and services for persons experiencing homelessness. The City's goals reflect the State's CoC goals for making homelessness rare, brief, and non-recurring.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Annual Action Plan
2021

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OMB Control No: 2506-0117 (exp. 09/30/2021)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City adheres to its HUD approved Citizen Participation Plan. In accordance with that plan, and in many cases in addition to that plan, the City of St. George hosts training sessions, attends meetings, holds public meetings and hearings, places copies of various CDBG plans and reports on the City's website (including draft versions prior to final approval), makes copies of the plans available for review in both draft and final forms,

and accepts and incorporates citizen input and feedback. Along with the annual processes, the public is advised of all program planning activities, actions, and plan amendments, by published notices on the City's website, and personal mailings as appropriate. In order to improve program outcomes, the City of St. George also collaborates and cooperates with other governmental agencies as well as a number of for-profit and non-profit organizations to develop viable program activities. For all CDBG activities, the City of St. George works to provide full accessibility for the disabled and provides translation and hearing-impaired services for those who request them.

Citizen participation and involvement in the development of this Annual Action Plan has not only included the input taken at specifically noticed activities, but in many cases from either direct or indirect interactions with citizens and agencies otherwise involved with any activity associated with an objective of the City's CDBG program. The following summarizes the noticed activities made available for general public participation, involvement and input into the 2021 Action Plan:

04/15/2021: PY2021 Funding Workshop - overview of PY2021 CDBG program funding and potential CDBG-CV funding.

05/27/2021: Public Notice for the no less than 3-day public comment period (in accordance with the 05/11/2021 grant allocation error waiver memo) to be held from 05/27/2021 to 06/02/2021 for the 2021 Annual Action Plan.

06/03/2021: Public Hearing to address comments by City residents on the 2021 Annual Action Plan.

Amendment Citizen Participation

10/15/2021 Public notice for 30-day public comment period to be held from 10/17/2021 to 11/17/2021 for an amendment to the 2021 Annual Action Plan; notice of public hearing included in notice.

11/18/2021 Public Hearing to address comments by City residents on the 2021 Annual Action Plan Amendment.

Citizen Participation Outreach

Annual Action Plan
2021

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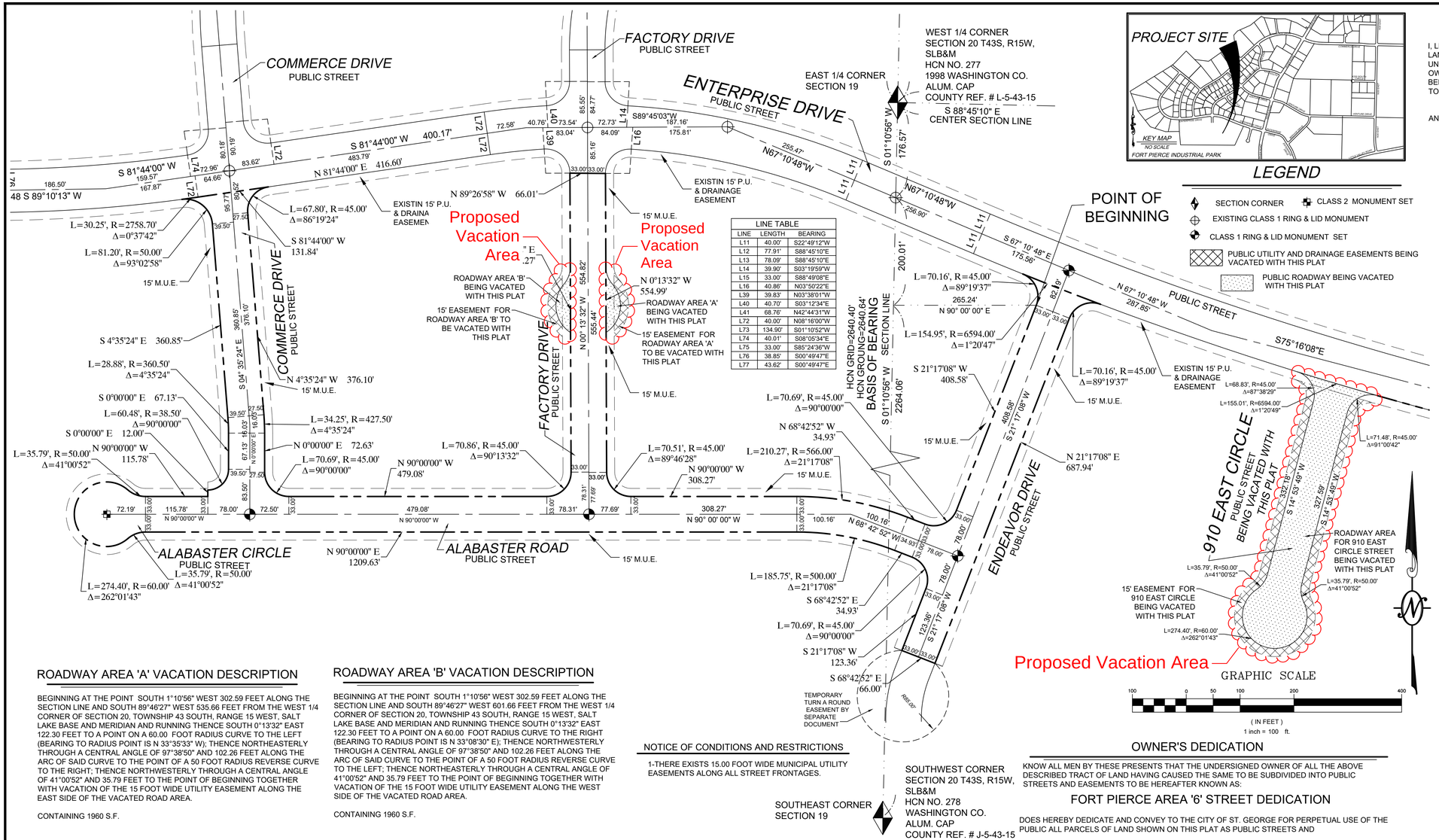
OMB Control No: 2506-0117 (exp. 09/30/2021)

DRAFT

Agenda Item Number: **03**

Request For Council Action

Date Submitted	11/03/2021 02:29 PM
Proposed City Council Date	11/18/2021
Applicant	Ried Pope, LR Pope Engineering
Subject	Public hearing and consideration of a roadway and public utility and drainage easement vacation for 910 East Circle and a portion of Factory Circle which are located in the Fort Pierce Business Park. Also consider approval of the roadway dedication plat for Fort Pierce Area '6' Street Dedication plat, both of which are depicted and shown on the plat map.
Background	This request is to consider a petition to vacate 910 East Circle and a portion of Factory Circle, along with their associated public utility and drainage easements, both located in the Fort Pierce Business Park and evidenced by the Fort Pierce area â€˜2â€™ Street Dedications, on file in the Office of the Recorder, Washington County, as Doc. No. 20080004930. The purpose of this petition is because of new roadway alignments being proposed on the roadway dedication plat for Fort Pierce Area â€˜6â€™ Street Dedication. Zoning is M-1.
Proposed Resolution	JUC recommends approval.
Cost	
Action Taken	
Requested by	Todd Jacobsen
File Attachments	fortpiercearea6citycouncilexhibit110321142928.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



LINE TABLE		
LINE	LENGTH	BEARING
L11	40.00'	S22°49'12"W
L12	77.91'	S88°45'10"E
L13	78.09'	S88°45'10"E
L14	39.90'	S03°19'59"W
L15	33.00'	S88°49'08"E
L16	40.86'	N03°50'22"E
L39	39.83'	N03°38'01"W
L40	40.70'	S03°12'34"E
L41	68.76'	N42°44'31"W
L72	40.00'	N08°16'00"W
L73	134.90'	S01°10'52"W
L74	40.01'	S08°05'34"E
L75	33.00'	S85°24'36"W
L76	38.85'	S00°49'47"E
L77	43.62'	S00°49'47"E

SURVEYOR'S CERTIFICATE

I, LLOYD RIED POPE, HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION # 153069 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREETS AND EASEMENTS TO BE KNOWN AS:

FORT PIERCE AREA '6' STREET DEDICATION

AND THAT THE SAME HAS BEEN CORRECTLY STAKED ON THE GROUND AS SHOWN ON THIS PLAT

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 1°10'56" WEST 376.58 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" EAST 265.24 FEET FROM THE WEST 1/4 CORNER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 21°17'08" WEST 408.58 FEET TO THE POINT OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" AND 70.69 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 68°42'52" WEST 34.93 FEET TO THE POINT OF A 566.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 21°17'08" AND 210.27 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 90°00'00" WEST 308.27 FEET TO THE POINT OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 89°46'28" AND 70.51 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 0°13'32" WEST 554.99 FEET; THENCE NORTH 89°26'58" WEST 66.01 FEET; THENCE SOUTH 0°13'32" EAST 555.27 FEET TO THE POINT OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90°13'32" AND 70.86 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 90°00'00" WEST 479.08 FEET TO THE POINT OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" AND 70.69 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 0°00'00" EAST 72.63 FEET TO THE POINT OF A 427.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 4°35'24" AND 34.25 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 4°35'24" WEST 376.10 FEET TO THE POINT OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 86°19'24" AND 67.80 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE DRIVE, THENCE SOUTH 81°44'00" WEST 131.84 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF A 2758.70 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 0°37'42" AND 30.25 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS S 7°38'22" E); THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 93°02'58" AND 81.20 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE SOUTH 4°35'24" EAST 360.85 FEET TO THE POINT OF A 360.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 4°35'24" AND 28.88 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 0°00'00" EAST 67.13 FEET TO THE POINT OF A 38.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" AND 60.48 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 0°00'00" EAST 12.00 FEET; THENCE NORTH 90°00'00" WEST 115.78 FEET TO THE POINT OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 41°00'52" AND 35.79 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 60.00 RADIUS REVERSE CURVE TO THE LEFT; THENCE WEST AND SOUTH THROUGH A CENTRAL ANGLE OF 262°01'43" AND 274.40 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 50.00 RADIUS REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 41°00'52" AND 35.79 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 90°00'00" EAST 1209.63 FEET TO THE POINT OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 21°17'08" AND 185.75 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 68°42'52" EAST 34.93 FEET TO THE POINT OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" AND 70.69 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 21°17'08" WEST 123.36 FEET; THENCE SOUTH 68°42'52" EAST 66.00 FEET; THENCE NORTH 21°17'08" EAST 687.94 FEET TO THE POINT OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 89°19'37" AND 70.16 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE DRIVE, SAID POINT BEING ON A 6594.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS N 20°36'45" E); THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 1°20'47" AND 154.95 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF CUSP OF 45.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS S 21°57'31" W); THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 89°19'37" AND 70.16 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.

CONTAINING 5.538 ACRES

ROADWAY AREA 'A' VACATION DESCRIPTION

BEGINNING AT THE POINT SOUTH 1°10'56" WEST 302.59 FEET ALONG THE SECTION LINE AND SOUTH 89°46'27" WEST 535.66 FEET FROM THE WEST 1/4 CORNER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 0°13'32" EAST 122.30 FEET TO A POINT ON A 60.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO RADIUS POINT IS N 33°35'33" W); THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 97°38'50" AND 102.26 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 50 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 41°00'52" AND 35.79 FEET TO THE POINT OF BEGINNING TOGETHER WITH VACATION OF THE 15 FOOT WIDE UTILITY EASEMENT ALONG THE EAST SIDE OF THE VACATED ROAD AREA.

CONTAINING 1960 S.F.

ROADWAY AREA 'B' VACATION DESCRIPTION

BEGINNING AT THE POINT SOUTH 1°10'56" WEST 302.59 FEET ALONG THE SECTION LINE AND SOUTH 89°46'27" WEST 601.66 FEET FROM THE WEST 1/4 CORNER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 0°13'32" EAST 122.30 FEET TO A POINT ON A 60.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS N 33°08'30" E); THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 97°38'50" AND 102.26 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 50 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 41°00'52" AND 35.79 FEET TO THE POINT OF BEGINNING TOGETHER WITH VACATION OF THE 15 FOOT WIDE UTILITY EASEMENT ALONG THE WEST SIDE OF THE VACATED ROAD AREA.

CONTAINING 1960 S.F.

910 EAST CIRCLE ROADWAY VACATION DESCRIPTION

BEGINNING AT THE POINT SOUTH 1°10'56" WEST 554.67 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" EAST 783.70 FEET FROM THE WEST 1/4 CORNER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 14°53'49" WEST 332.18 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 41°00'52" AND 35.79 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 60 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE SOUTH AND EAST THROUGH A CENTRAL ANGLE OF 262°01'43" AND 274.40 FEET TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE NORTHERLY THROUGH A CENTRAL ANGLE OF 41°00'52" AND 35.79 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE NORTH 14°53'49" EAST 327.59 FEET TO THE POINT OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 91°00'42" AND 71.48 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON A SOUTH RIGHT OF WAY LINE OF ENTERPRISE DRIVE, SAID POINT ALSO BEING ON A 6594.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS N 15°54'31" E); THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 1°20'49" AND 155.01 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS S 17°15'20" W); THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 87°38'29" AND 68.83 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING. TOGETHER WITH VACATION OF THE 15 FOOT WIDE UTILITY EASEMENT ALONG THE EAST, SOUTH AND WEST SIDES OF THE VACATED ROAD.

CONTAINING 38,001 S.F.

NOTICE OF CONDITIONS AND RESTRICTIONS

1-THERE EXISTS 15.00 FOOT WIDE MUNICIPAL UTILITY EASEMENTS ALONG ALL STREET FRONTAGES.

SOUTHWEST CORNER
SECTION 20 T43S, R15W, SLB&M
HCN NO. 278
WASHINGTON CO. ALUM. CAP
COUNTY REF. # J-5-43-15

SOUTHEAST CORNER
SECTION 19

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THIS___ DAY OF_____ , 2021, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, DAVE URE, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE DIRECTOR OF THE UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION AND THAT HE EXECUTED THE ABOVE OWNER'S DEDICATION ON BEHALF OF SAID TRUST BY AUTHORITY OF THE TRUST.

_____
NOTARY PUBLIC

NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH STAMP NOT REQUIRED IF ABOVE INFO IS PROVIDED PER UTAH CODE 46-1-16

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 PUBLIC STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS:

FORT PIERCE AREA '6' STREET DEDICATION

DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND

DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE PERMANENT EASEMENTS OVER, ON, UNDER AND ACROSS ALL AREAS SHOWN ON THIS PLAT AS M.U.E. AND

DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE A TEMPORARY ROAD EASEMENT ON THE AREA MARKED AS TEMPORARY TURN AROUND EASEMENT, WHICH WILL TERMINATE UPON RECORDATION OF A SUBDIVISION PLAT OR A STREET DEDICATION PLAT WHICH INCLUDES ALL OR A PORTION OF THE TEMPORARY TURN AROUND.

EXCEPTING AND RESERVING THE ENTIRE INTEREST IN THE MINERAL ESTATE, INCLUDING, WITHOUT LIMITATION, ALL COAL, OIL, GAS, AND OTHER MINERALS IN THE LANDS SO CONVEYED AND DEDICATED.

IN WITNESS WE HAVE HEREUNTO SET OUR HAND THIS____ DAY OF _____ , 2021.

UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

_____
DAVE URE-DIRECTOR

LLOYD RIED POPE- P.E., P.L.S.
PROFESSIONAL ENGINEER & REGISTERED LAND SURVEYOR NO. 153069

STATE OF UTAH # 153069 LLOYD RIED POPE 10/6/21 REGISTERED LAND SURVEYOR

FORT PIERCE AREA '6' STREET DEDICATION

LOCATED IN THE SOUTHWEST 1/4 QUARTER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN AND SOUTHEAST 1/4 QUARTER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN

L. R. POPE ENGINEERING INC.
STRUCTURAL ENGINEERS, CIVIL ENGINEERS & SURVEYORS
1240 EAST 100 SOUTH SUITE 15-B
ST. GEORGE, UTAH 84790
(PHONE) 435-628-1676
(EMAIL) lrpope@lrpope.com

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL	CITY ENGINEER APPROVAL	CITY ATTORNEY APPROVAL	LAND USE AUTHORITY APPROVAL	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS ROAD DEDICATION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____ DAY OF _____, A.D. 2021	I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS ROAD DEDICATION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____DAY OF _____, A.D. 2021	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 2021	I HEREBY VERIFY THAT THE LAND USE AUTHORITY REVIEWED THIS ROAD DEDICATION PLAT AND APPROVED IT ON THIS THE _____ DAY OF _____, A.D. 2021 WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, HAVE REVIEWED THE ABOVE ROAD DEDICATION PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____ A.D. 2021 HEREBY ACCEPT SAID ROAD DEDICATION PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ___ DAY OF _____ A.D. 2021 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS ROAD DEDICATION PLAT HAVE BEEN PAID IN FULL.	
COMMUNITY DEVELOPMENT DIRECTOR CITY OF ST. GEORGE	CITY ENGINEER CITY OF ST. GEORGE	CITY ATTORNEY CITY OF ST. GEORGE	LAND USE AUTHORITY CITY OF ST. GEORGE	ATTEST: CITY RECORDER CITY OF ST. GEORGE / MAYOR CITY OF ST. GEORGE	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

DRAFT

Agenda Item Number: **04**

Request For Council Action

Date Submitted	11/10/2021 02:30 PM
Proposed City Council Date	11/18/2021
Applicant	Tyler Wittwer
Subject	Consider approval of a petition to designate a local landmark site for the Junius and Margaret Ann Barton Home on approximately 0.12 acres located at 179 West 200 North Street to be known as the Junius and Margaret Ann Barton Home. Case No. 2021-HPC-008
Background	The proposal is a petition to designate a local landmark site for the Frederick Blake Home. The Planning Commission and Historic Preservation Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-hpc-008bartonhomeccpacket111021143043.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM 3
Landmark Site Designation

HISTORIC PRESERVATION COMMISSION AGENDA REPORT: 10/20/2021
PLANNING COMMISSION AGENDA REPORT: 11/09/2021
CITY COUNCIL AGENDA REPORT: 11/19/2021

Junius and Margaret Ann Barton Home Local Landmark Designation (Case No. 2021-HPC-008)	
Request:	To consider a request to designate a Local Landmark Site.
Applicant:	Tyler Wittwer
Representative:	Tyler Wittwer
Location:	179 West 200 North Street St. George, UT 84770
General Plan:	MDR, Medium Density Residential
Zoning:	RCC, Residential Central City
Land Area:	Approximately .12 acres



BACKGROUND:
The owner of the home at 179 W 200 N Street would like to designate this home as a local landmark in the City of St. George. This home falls within the boundaries of the St. George Arts District and was built in 1949 by Leo Lorenzo Barton and Junius K Barton, his son. Junius and Margaret Ann Barton, both coming from Southern Utah pioneers, lived in this home for 69 years. Please refer to the applicant's narrative for a complete history of Junius and Margaret Ann.

There have been no major exterior alterations to the exterior of this building. In 1966, one window was removed, and two windows were added in the attic to create two rooms and a bathroom. In addition, the laundry room was originally built with outdoor access, but it is now accessed through the inside of the home.

In order to be eligible to become a landmark site, the home must meet the criteria found in Section 10-13E-4 of our Zoning Regulations. Please see the criteria below:

REQUIREMENTS TO BECOME A LOCAL LANDMARK		
Must Meet All Criteria Below		
a.	It is located within the boundaries of St. George City	*YES*
b.	The building or structure was constructed before 1970	*YES - Per applicant the home was built in 1949*
c.	**There are no major alterations or additions that have obscured or destroyed significant historic features**, such as: changes in pitch of the main roof, enlargement or enclosure of windows on the principal façades, addition of upper stories or the removal of original upper stories, covering the exterior walls with nonhistoric materials, moving the resource from its original location to one that is dissimilar to the original, or additions which significantly detract from or obscure the original form and appearance of the building or structure when viewed from the public way.	*YES - Per applicant, the home has had few external alterations. The first alteration is that one window was removed, and two windows were added in the attic to create a staircase leading up to two rooms and a bathroom in the attic. In addition, the laundry room was originally built with outdoor access, but it is now accessed through the inside of the home.*
Must Meet at Least One Criteria		
d.	**NATIONAL REGISTER** *It is* currently listed in the National Register of Historic Places, or it has been officially determined eligible for listing in the National Register of Historic Places under the provisions of 36 CFR 60.6. Properties listed on or	*NO*

	determined to be eligible for the national register must still retain their integrity	
e.	**EVENTS** It is associated with events that have made a significant contribution to the broad patterns of the history of the city, state or nation	*YES – per applicant, the home is associated with events that have added to the history of the city of St. George during the post WWII era.*
f.	**PERSON** It is associated with lives of persons significant in the history of the city, state or nation	*NO*
g	**ARCHITECTURE / CONSTRUCTION** It embodies the distinctive characteristics of a rare or unique type, period or method of construction, or represents the work of an architect or builder recognized as a master in his/her field, or possesses high artistic values or style, or represents a significant and distinguishable entity whose components may lack individual distinction	*NO*
h.	**ARCHAEOLOGICAL** It has yielded or may be likely to yield information important in prehistory or history (archaeological sites, for example).	*NO*

RECOMMENDATION:
The Planning Commission and Historic Preservation Commission recommended approval of the Barton Home to become a local landmark citing it met items a-c and met item g of Section 10-13E-4 in that the block style architecture embodies the distinctive characteristics of a rare or unique method of construction.

ALTERNATIVES:
1. Approve
2. Deny
3. Table the proposed landmark designation to a specific date

POSSIBLE MOTION:
I move that we approve the petition of the Junius and Margaret Ann Barton Home located at 179 W 200 N to become a local landmark.

FINDINGS FOR APPROVAL:
1. The proposed local landmark meets the required criteria found in Section 10-13E-4 of the Zoning Regulations.

EXHIBIT A
Applicant's Narrative

Landmark Site Designation Application

179 West 200 North St. George, Washington County, Utah USA

Section A

1. The home on 179 West 200 North is located in the city center of St. George in the historical district.

2. It was built in 1949 by Leo Lorenzo Barton and Junius K Barton, his son. June and Margaret Ann Barton lived in this home for 69 years.

3 . The home has maintained its historical integrity. There were minor alterations that have not changed the look of the home or exterior wall materials. When adding the attic rooms on the inside of the home in 1966, one window was closed off and two were added in the attic. In the original layout, the laundry room in the back of the home had an outdoor access. In 1972 they changed the access to be included inside the home. In the process of finishing their home they painted it when funds were available. These small changes made this home unique.



Home in 1950



Home in 2003

Section B

The application numbers 4,7 and 8 are not applicable to this home. The home is associated with events that have added to the history of the city of St. George. The lives of those who built the home and resided there have added to the community during the days of post WWII when the city of St. George was seeing a new generation of families building homes and establishing themselves in the community.
(See attached information).

This home has the original hard wood floors, which have been refinished, doors and the two large front windows. Other parts of this home have been upgraded. All new plumbing, electrical, new kitchens and bathrooms have been placed in the home.



Home in 2021

The inside of the home has 3 floors. The main floor has a living area, kitchen, laundry room, bathroom and two bedrooms. The attic includes a bathroom, bedroom and a spare room for multiple uses.



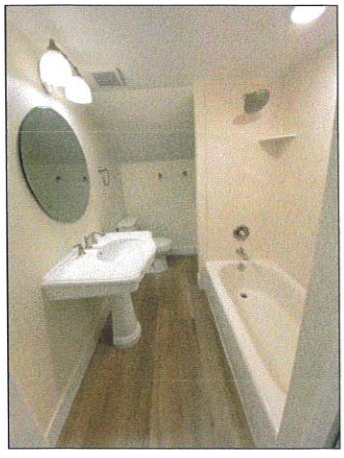












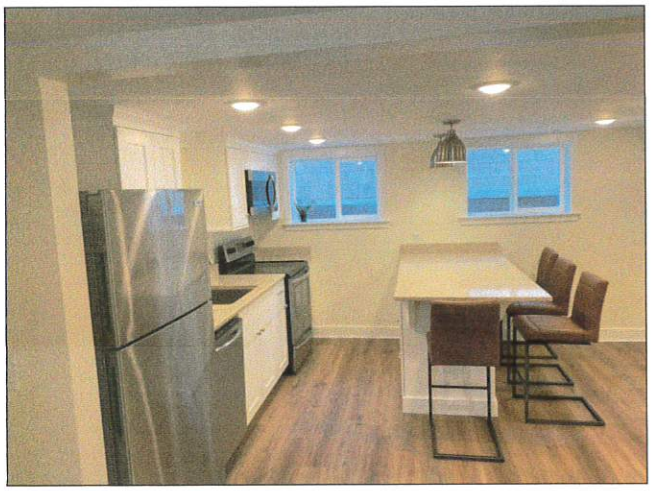
Attic bedroom and bathroom.

The Basement consists of a living area, kitchen, bathroom, two bedrooms and a laundry room.

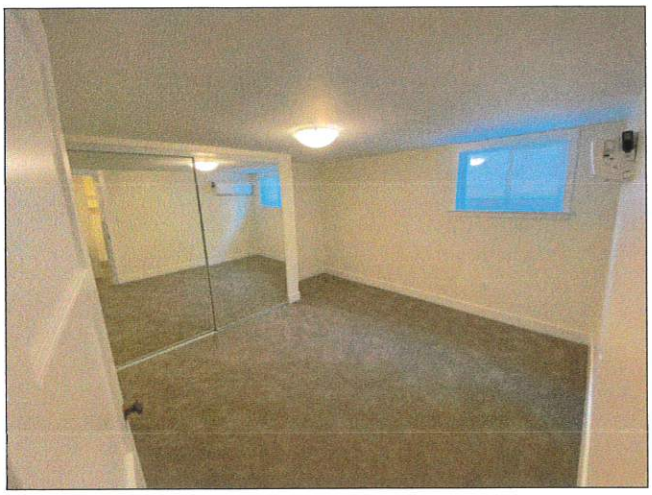
The floors have carpet or luxury vinyl planks.

The bedrooms and kitchen have a BTU wall unit for heating and air conditioning.











History of the Junius K and Margaret Ann Russell Barton Home

179 West 200 North St. George, Washinton County, Utah, USA

The history of this property dates back to 1872 when it was patented by President U.S. Grant to Joseph W. Young the mayor of St. George for the "use and benefit of the inhabitants thereof".

The property is a part of Lot five (5) in block 31 of plat "A", first recorded in 1875 by St. George Mayor Robert Gardner. It was then deeded to Charles Lytle. Records show it passing from Lytle to James W. Nixon and then to Brigham Young, President of the Church of Jesus Christ of Latter-day Saints. It was received by his daughter Eudora Lovina Young in 1877, after his death.

Edward Dodge, another early resident born in Santa Clara Utah is 1861, then owned the property in 1890. His widow Sarah Dodge had possession until 1926 when she sold it to Anne R. Schone who sold it to Hyrum and Elizabeth Eleanor (Lillie) McAllister Atkin in December 1926.

The Hyrum Atkin family sold a portion of their land to Junius K Barton in 1945. Junius K and Margaret Ann Russell Barton built a home and lived on this property for 69 years from 1949-2018 until the passing of Margaret Ann. It was bought by their daughter Karma Jean Barton Wittwer in 2020 from the Junius K Barton family. The home has gone through a refurbishing by restoring the original wood floors, doors, a selection of original door knobs and updating the plumbing and electrical in the home. The two front windows are original.



Leo Lorenzo and Karma Johnson Barton

Junius K Barton commonly known as 'June', was born May 24, 1923 in the town of Tropic, Garfield County, Utah. Tropic is located just below Bryce Canyon National Park. June's parents were Leo Lorenzo Barton and Karma Johnson. June was the sixth child in a family of 10 children plus one more they raised from infancy. June's father was a carpenter by trade and a very good one, but it was a challenge to raise and feed eleven children.

The summer after June graduated from Tropic High School their family moved to St. George Utah. The year was 1941. The population of St. George at this time was just over 4,000 people and it offered them new opportunities. Leo built a home for his family on 168 North 200 West. June worked with his father doing carpentry work. Leo Barton built over 50 homes in the Southern Utah area, among them were homes here in the St. George area. The Grant Whitehead home located on 339 North 200 West, Wayne Whitehead home on 269 North 100 West and the Lloyd McArthur home, 239 North Main Street as well as the Church of Jesus Christ of Latter-day Saints Chapel that was located on 245 North 200 West where the Senior Center is now located. He also built homes for other family members.

The Barton line can be traced back to 1640 at which time Edward Barton had come from England and settled in the the coast town of Salem Massachusetts. Edward and his son Samuel lived in the mad era of Salem witches—where Samuel defended those accused of witchcraft by the fanatic Mercy Lewis.

June's parents Leo Lorenzo and Karma Johnson Barton were the grandchildren of Southern Utah pioneers, Lorenzo Barton and Joel Hills Johnson who were early colonizers of this area. Lorenzo Barton was a contemporary of the Prophet Joseph Smith Jr. He came west with the saints and arrived in the Salt Lake Valley in the early months of 1850. In December of 1850 Lorenzo and his wife Sarah Johnston were sent by Brigham Young under the leadership of Apostle George A Smith to help colonize the community of Parowan and open up new towns and frontiers along the streambed or the "Iron

Mission". He later moved to Circleville, Piute County with his 3 children where his son Levi Lorenzo was raised. Leo Lorenzo was born in Circleville but later moved with the family to Tropic Utah which was a new community development. In Tropic he assisted his father at the sawmill. This experience at the mill taught him many carpentry skills which he used in his later life to earn a livelihood.

Leo Lorenzo, June's father, met and married Karma Johnson, who was the granddaughter of Joel Hills Johnson, an early convert to the Church of Jesus Christ of Latter-day Saints. He and his family moved with the church from Kirtland to the Nauvoo area and then to the West. Joel was also a writer and is known for being the author of the hymn "High on the Mountain Top" (Hymn No. 5 in the 1985 LDS hymnbook.) Johnson was also sent to settle communities in Southern Utah by Brigham Young.

Both of these families were dedicated to the cause of working, supporting and strengthening their families and communities with honesty and integrity.



Junius K Barton—US Navy

The world changed on December 7, 1941, when Pearl Harbor was bombed by the Japanese. The country was plunged into war and all the eligible young men were drafted into service. June was able to choose the Navy and served aboard the *USS Jupiter AK 41,* a cargo ship. His assignment included "Switch Board Watch" in the engine room, operating the movies for entertainment and he was also trained as an electrician. The ship carried supplies and personnel between the West Coast and bases in the South Pacific. June was just off shore where he saw the American flag raised at Iwo Jima, one of the biggest battles they were engaged in.

During his time in the service June sent money home to his folks to buy the lot from Hyrum Atkin. The location of this property was just around the corner from June's parents. The purchase price was $500.00.

June returned to St. George after his time in the service and was ready to find his way in the post world war. His generation faced new challenges that were different then the earlier settlers had, but still challenges that needed to be dealt with. Having lived through the years of depression and war, the steps forward were just as unknown as those experienced in the 1860's and 70's.

Like so many of his peers, June was ready to repair and rebuild a world that had been torn apart. As he helped his father build a home in Alton Utah he met his future wife, Margaret Ann Russell.



Eugene and Minnie Carroll Russell

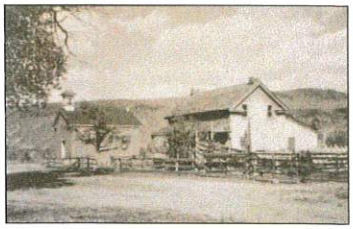
Margaret Ann was born in Kanab Utah on May 29, 1928. She was the 3rd child out of 4 born to Eugene and Minnie Carroll Russell. She was raised in the town of Orderville Utah which is located east of Zion National Park on highway 89. Her father, Eugene Russell spent much of his life working with sheep and cattle. In doing this he spent much time away from home, especially during the winter months. Often these men would get snowed in at the sheep herd.

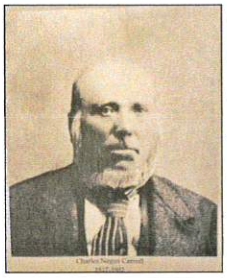
Her mother Minnie took care of the home front. She spent hours working in her home, yard, garden and the barnyard. The barnyard consisted of a large barn, coal house, grainery, pigpen, two chicken coops and the outhouse. She worked hard and was very independent. Everything she did she did well and she taught Margaret Ann from these gifts and talents that she had.

Margaret Ann loved school and was involved as a student body officer, drum major and was the Valedictorian of her class. She worked in her Grandfather's Mercantile which had one of two telephones in town. During the war when the phone rang she feared that one of her classmates may not be returning home from the war. After high school she moved to St. George to attend Dixie College.

Margaret Ann also came from pioneer stock. The Russell family was sent to Grafton Utah and arrived on December 31, 1861. Alonzo Havington Russell and his family had a blacksmith shop in Salt Lake City.

Brigham Young personally went to visit him and called him to the new settlement of Grafton. Margaret Ann's father Eugene was born in this new community on August 4, 1889. The Russell home is still standing in this ghost town of Grafton today.

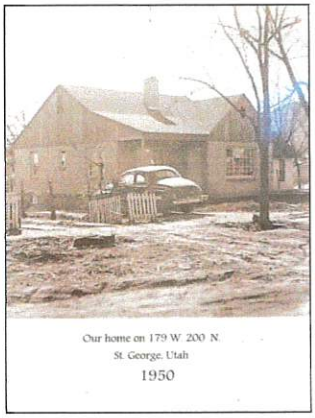

Russell Home in Grafton Utah 1967



Charles Negus Carroll was born in New Brunswick, Canada. The Carroll's came from Ireland. Originally they were know as O'Carroll until the children were growing and going to school, then the 'O' was gradually dropped out of the name. Charles was one of eleven men to move into the Heber Valley near Provo Utah. They built log cabins for their families and moved into the valley in 1859. In 1877 Charles heard President Brigham Young speak of a united order. He was very interested in joining the United Order of Orderville so in 1878 he wrote a letter to the presiding officer of the Order and asked that his family be accepted. The family was welcomed and they made their journey from Heber City to Long Valley where they lived the United Order until it was dissolved in 1885. The qualities of honesty, thrift, punctuality, order and obedience was taught through the generations in this family.


June and Margaret Ann Barton 1947

As Margaret Ann was attending Dixie College this young couple continued their courtship. June and Margaret Ann were married in 1947 in the St. George Temple. Together, their hard work and personal responsibility and integrity would pave the path for their success. They spent their first couple of years in a home next to his father's home on 100 North. They also began building their cinder block home at 179 West 200 North. They knew that this home was a work in progress. As time went on their place became complete with curtains, paint, cement walks, lawn, shrubs, and flowers. June did much of the work on the house with the assistance of his father and exchanging labor for the plastering and brick laying. *"When you are young, energetic and excited,"* Margaret Ann wrote later, *"you can accomplish many things."* With their one year old daughter, Karen, they moved into their home in 1949.


Our home on 179 W. 200 N.
St. George, Utah
1950

June and Margaret Ann's work ethic says a lot about them. June spent long hours providing for his family. Along with delivering milk for the St. George Ice Plant, he spent almost two years as custodian at the chapel located across the street from them. Later he worked for Pickett Lumber Company as the yard foreman. He then joined the United States Postal Service as a custodian and soon moved to delivering mail and working as a clerk. He was employed there for 27 years, until his retirement in 1987. He usually rode his bike to the old post office on 100 East Tabernacle Street. Later when they moved to the new Post Office on Main Street and 200 North, he found he could jog to work from his home in three minutes! June was affectionately known as the "friendly window clerk" in his time working there.

St. George was beginning to grow and entrepreneur opportunities were all around. June, along with his cousin Sheldon Johnson and friend Dr. Alpine Prince started constructing campers to fit on the back of pick-up trucks. This was when campers first became popular. June was always busy and worked hard and put in long hours. Eventually he and his father took over the camper business they called "Kozy Kamper". His brother Karl later joined them in the camper business. They built and repaired many campers and trailers for people all over Southern Utah and Southern Nevada. Repairing wrecked trailers and motorhomes was a challenge June seemed to enjoy!



Logo placed on all campers

In March of 1958 June and Margaret Ann bought the 'Day and Night Laundry'. They mortgaged their home and car and worried constantly about making the payments, so they worked hard to make it a success. June wrote *"After investigating our resources, Margaret Ann and I decided to go in hock. We borrowed as much*

as we could from the Bank (Zions) and Mendenhall took a second mortgage on the rest and we took over the laundry. The laundry was about 7 blocks from our home. This was the beginning of many trips back and forth from home to Pickett Lumber and the laundry. I seemed to have fit into that kind of business quite well. I was able to do all the repair and maintenance work. . .Later as self service dry cleaning became popular we installed Dry Cleaners, which proved to be a lot of work and expense and problems. A good experience but not very profitable for us. I found that the problems at the laundry were calling me more and more from my work at Pickett Lumber. I decided to go back to part time handy man work, (Carpentry and electrician work) and gave up my job at Pickett Lumber. I hated to quit Pickett Lumber. I had enjoyed my work there for eight years. After saying my good byes I started doing odd jobs again along with the laundry."

The laundry was located at 280 East on Highway 91/St. George Boulevard. They were there for 10 years and then built their own building at 170 West St. George Boulevard. June again wrote, *"For some time we had been looking at the Tillie Sorenson property down through the block from our home. Mrs. Sorenson had passed away and the property was for sale. Our first price quote was $25,000.00. It is a very good location on the highway and close to home. . .8 rods wide by 16 rods deep. By the time we finally decided to buy it and found the finances, the price had increased to $39,000.00. It was at the beginning of the St. George building boom and property prices were increasing quite rapidly. We borrowed money from St. George Savings & Loan and small Business Administration and bought the property and started making plans for building."*

Besides the laundry, they also constructed a building in back and moved the 'Kozy Kamper' business into it. It also had two business rentals on the ground floor with three apartments above. The name was changed to "Barton's Self-Service Laundry". It was located just a block from their home so that made it handy as they were in and out many times a day keeping it clean and in good repair. It also offered the opportunity for their children to be a part of the business as they spent many hours cleaning and helping. They later sold the property and building and it still stands and is currently used for commercial business. The Kozy Kamper part of the building was destroyed by fire.

Though much can be said about June and his work ethic, much should also be mentioned about Margaret Ann and her financial prudence and artistic talents. June and Margaret Ann were a great match...Each of their talents and gifts complimented the other. Her careful management of their funds, along with the hard work made it possible for them to be successful in their endeavors. She made her home and yard a place of beauty with her flower gardens and beautifying the neighborhood with holly hocks that many people from other areas would stop and admire. She also shared her love and care for family and friends. June and Margaret Ann were people of integrity, commitment and were trusted and respected by the people around them. They were involved in their community, church and schools. Whether the Kiwanis Club, PTA, or docent coordinator at the Dixie College Invitational Art Show, or member of the Dixie Development Corporation, they served willingly to build the community they lived in. They also served as missionaries for the Church of Jesus Christ of Latter-day Saints in Nauvoo Illinois for 18 months and served as St. George Tabernacle Service Missionaries. In this assignment they scheduled the programs in the Tabernacle and made sure the building was locked up and secure after the performances.


Home in 2017

They set a foundation of service and support for their family to build on and move forward. They were called to many positions of responsibilities in their Church. June served as a counselor to Bishops, High Priest Group Leader, Dance director and as a very faithful Home Teacher. He loved to sing and was a part of many quartets and choirs even into his later years.

June could fix almost anything and was constantly called on to do so by friends, neighbors and family. He managed to take care of the neighborhood. . .keeping it clean, lawns cut, bushes trimmed, trash and leaves

raked up and fallen limbs cut up. He made scenery for programs and lighting for Road Shows and presentations. He enjoyed helping kids and grandkids with their scouting and school projects. He made frames for Margaret Ann's many paintings. He loved to be of service. He was so happy when he could lighten another's burden. When the dinosaur tracks were discovered by his cousin Sheldon Johnson, June was one of the first to serve as a volunteer to show the people from all over the country and the world the new discovery.

June and Margaret Ann quietly but consistently moved about their community and neighborhood, serving those in need, visiting at the care center across the street, gathering, shelling and returning pecan nuts for friends and just helping where they saw a need. Years ago June's father made the statement, *"If ever their family was in need of anything it was June who would walk in the door with a sack of flour over his shoulder or whatever was needed."*

Margaret Ann was a very personable and talented person. She held many leadership positions in Primary, Young Women's and Relief Society in both the local ward and Stake. She developed her artistic talents by taking classes at Dixie College and loved to share her paintings with friends and family. She enjoyed painting in oil and watercolor pictures of places she loved. . .Cedar mountain, Orderville, Grafton, Pine Valley and historical homes throughout Southern Utah and other places she traveled.

As members of the Church of Jesus Christ of Latter-day Saints, they attended meetings in the First and Third Ward in a chapel that June had helped build. Through the years they watched their single stake, that covered everything from Washington through Santa Clara, expanded to countless wards and stakes across the valley.



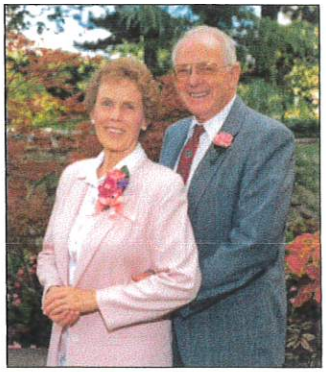
Home in the early 1960's

The home they built with their hard work, careful planning and love, sheltered and sustained a family of five children. Karen (Dean Losee), Carol Ann (Larry Gardner), Russell June (Debra Sylvester), Karma Jean (Sheldon Wittwer) and Wyone (Allen Orchard). Their children all reside in the St. George area and the example of service continues with them as they have contributed to their church, community and fellowmen.



Home in 2003

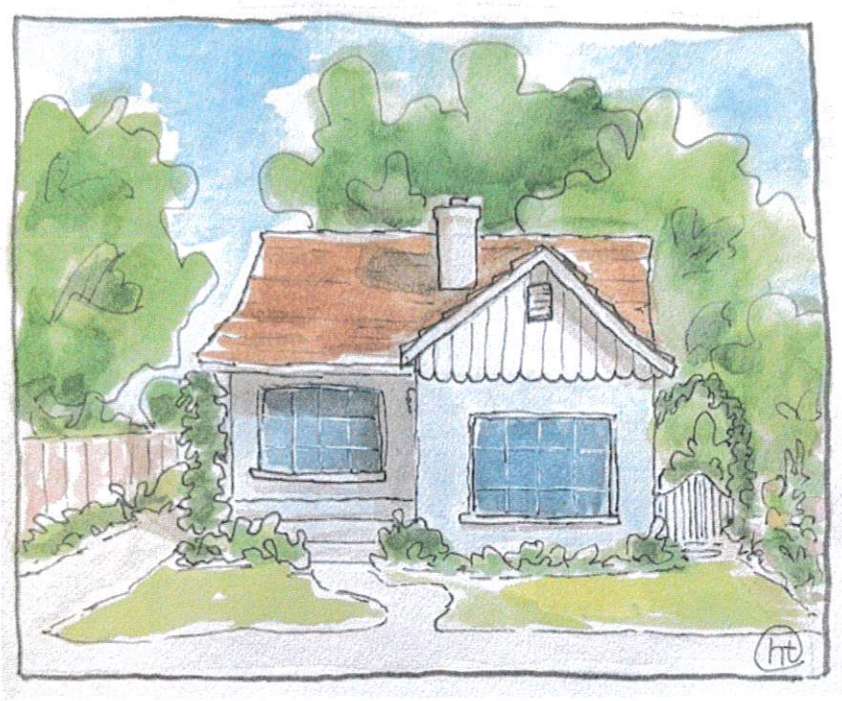
As their family grew there seemed to be magic in the home because it grew with them. The basement was finished for nieces attending Dixie College along with a room for there own children. As another child was added to the family June recognized that the attic was large enough to build two more bedrooms and a bathroom for their teenage daughters. He got right to work and soon the girls were enjoying their own bedrooms. Twenty-seven grandchildren loved to visit grandma and grandpa's home and explore the different rooms and enjoy their good company, treats and fun. Today their posterity is up to 150. The basement apartment has been home to countless young newly weds, college students and grandchildren.



Margaret Ann and June Barton

More than seventy years have passed since the home was built and the neighborhood has changed. The many young families of the 1950's and 60's are now grown and moved on to other places. Several of the old homes around them have disappeared and large businesses have taken their place. The street is busier... the personal touch of Jim's Traveling Market stopping under the shade trees has gone. June and Margaret Ann had their roots too deep to move and they watched as new residents pushed the boundaries to the surrounding hills and fields. They had opportunity to move out of the city but they took pride in their small residence and always kept it in good repair. Margaret Ann's flower garden was admired by many. We have seen the city grow from the 4,500 people who lived in St. George in 1950 to the 90,000 who live here today.

The home at 179 West 200 North has a story to tell. It has become the little house in the big city. But it represents a time that should never be forgotten. A time of momentous changes, a time of progress and achievement. A time when a generation pulled themselves from worldly upheaval to an era of American power and wealth. What was once the present is now the past and needs to be represented as part of the continuing history of St. George.



Painted by Granddaughter Heidi Wittwer Thorley

Written by Karen Losee and Karma Jean Wittwer

(Information used in this History are from Documents, Histories, and Journal material that the authors have in their possession.)

Eudora Lovina "Dora" *Young* **Hagan**



Eudora ("Dora") Lovina Young, born May 12, 1852 in Salt Lake City, Utah, was the eldest of three daughters of Lucy Bigelow and Brigham Young. She eloped to marry Moreland "Morely" Dunford October 3, 1870. Dora and Morely had two sons, Frank in 1873 and George in 1875. Due to Morely's alcoholism she divorced him and returned to St. George to live with her mother in 1876.

Dora was sealed to Wilford Woodruff, as a plural wife, on Saturday, March 10, 1877. Dora moved to Salt Lake City later that year after Wilford returned there following Brigham Young's death in August 1877. Dora left Wilford in 1878 for Judge Albert Hagan, a married Salt Lake attorney. The date for Albert and Dora's marriage is given as March 1, 1879.

Their first son Albert Hagan, Jr., was born in Chicago on August 13, 1882 and died December 3, 1883 in Lakeview, Illinois. They eventually settled in Coeur d'Alene, Idaho where three more children were born: Harold Raymond May 20, 1886, Mabel Clara May 15, 1889 and Lucy Mary on June 13, 1891. Lucy died three months later.

Albert established himself as a well-respected attorney in Kootenai County, Idaho and, among other clients, represented the mine owners in the Coeur d'Alene strikes of 1892. He died In Coeur d'Alene on June 23, 1895. Dora lived a full life as a mother and grandmother, later returning to Salt Lake City where she lived until her death on October 21, 1921. The name entered on her death certificate was Dora Mary Hagan and she was buried in the Mount Olivet Cemetery in Salt Lake City.

Inherited the property through probate after the death of Brigham Young.....July 25, 1878

Dora Young(1852-1921) sold the property to to Edward Alonzo Dodge (1868-1898)...Recorded - November 8, 1889



Edward Alonzo Dodge *Born in Santa Clara, Utah, United States on 10 Mar 1861 to Walter Erastus Dodge and Eleanor Caroline Malone. Edward Alonzo Dodge married Sarah Rankin Dodge and had 6 children. He passed away on 13 May 1898 in St George, Washington, Utah, United States.*

Sarah Rankin Dodge (1866-1940) Edward A Dodge widow sold the property to Mrs. Anna R Schone...Recorded -Feb 9, 1926



Hyrum and Lillie Atkin conveyed a tract of land to Junious (Junius) K Barton May 31, 1945 Filed Nov 29, 1946

That part of Lot Five (5), Block Thirty one (31), Plat "A" St. George City Survey, described as follows: Beginning at the North East Corner of said lot, and running thence West Fifty-one (51) feet; thence south 100 Feet, thence East fifty-one (51) feet, thence North one hundred (100) Feet to the place of beginning, together with improvements there on and appurtenances thereunto belonging, including one half hour of St. George City Water.



Further transactions included a Warranty Deed to Sylvia Barton by Junius K Barton and Margaret Ann Barton - June 7, 1950 then Sylvia Barton to Junius K Barton and Margaret Ann Barton - June 7, 1950. Sylvia is June's sister.

Other transactions between Junius K and Margaret Ann Barton and the Atkin family continued until June 8, 1960. A small piece of additional property was added to the original in the back corner.

Karma Jean Barton Wittwer purchased the property In 2020.

EXHIBIT B
PowerPoint Presentation

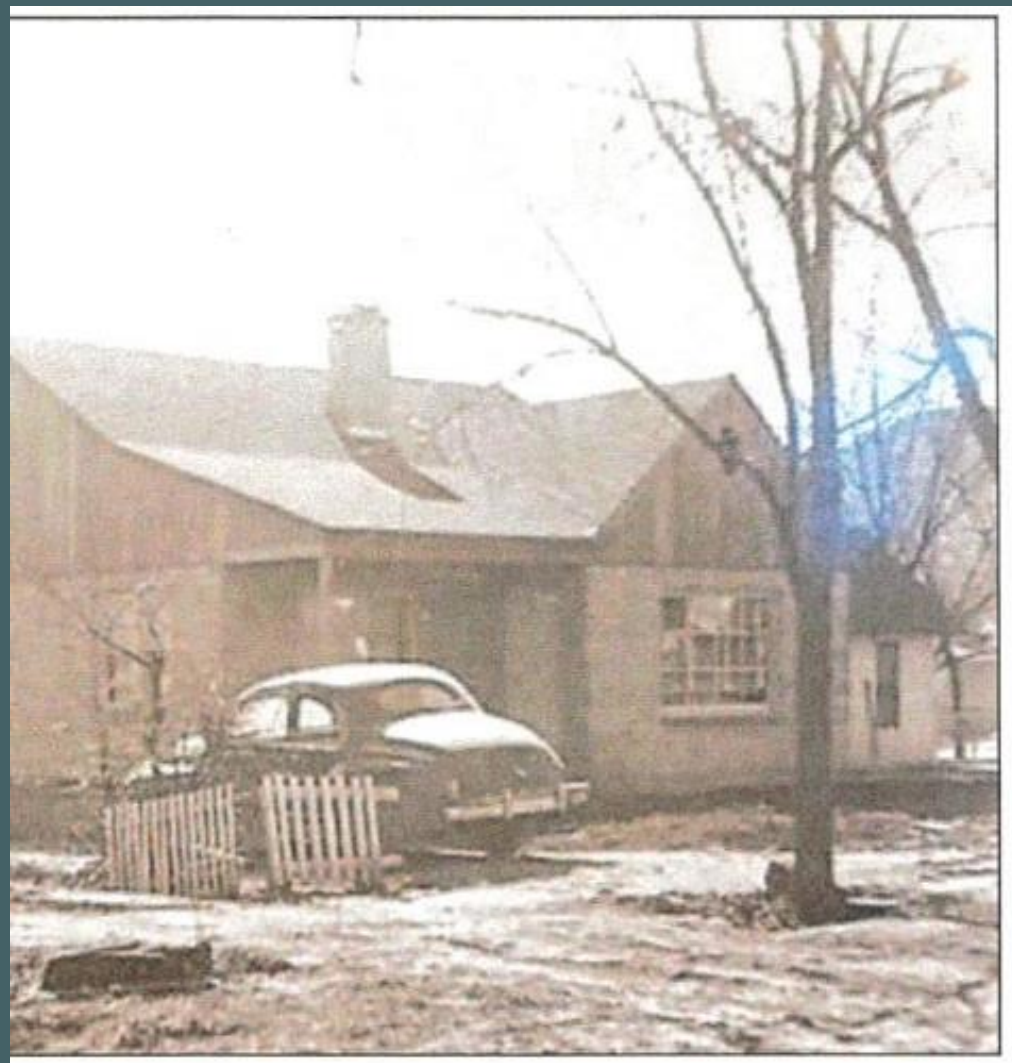
JUNIUS AND MARGARET ANN BARTON HOME

2021-HPC-008



LOCATION





Home in 1950



Home in 2003


179


179
179



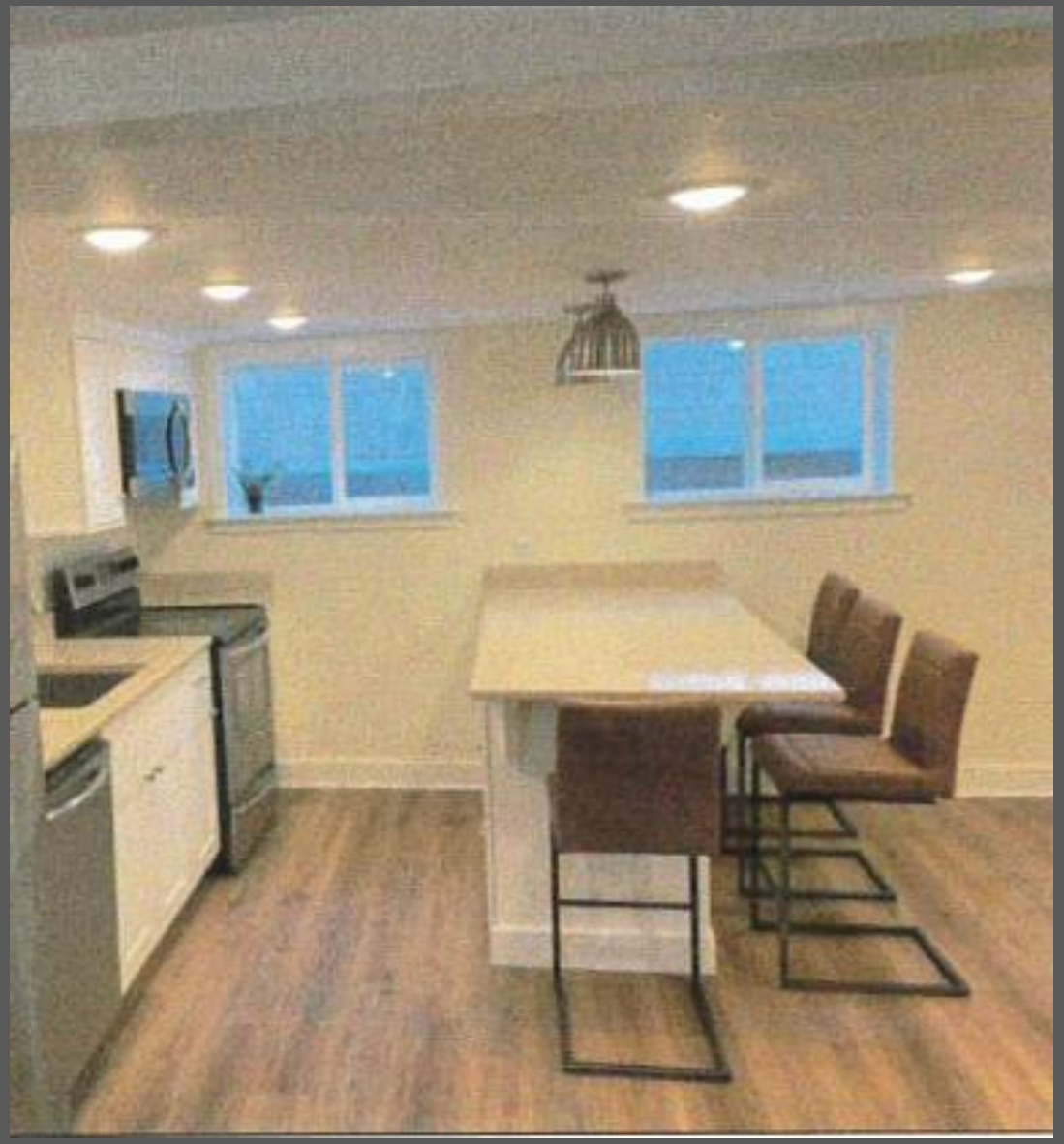








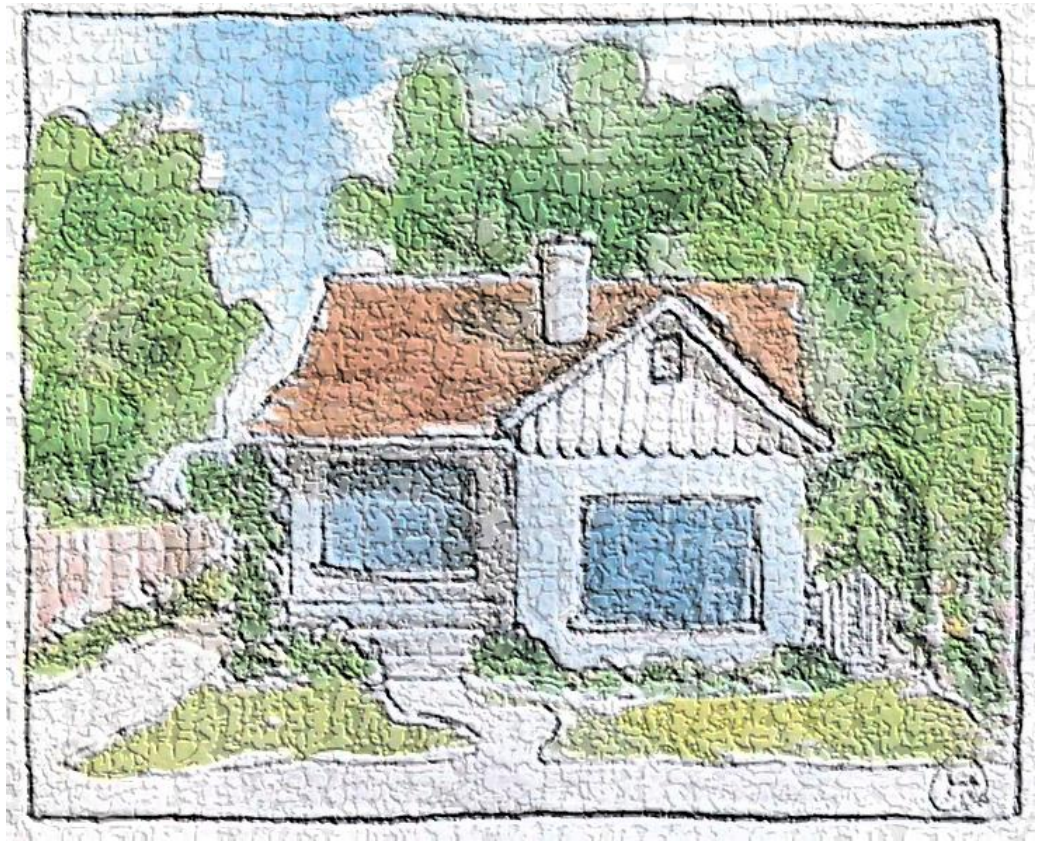
Attic bedroom and bathroom.





REQUIREMENTS TO BECOME A LOCAL LANDMARK		
Must Meet All Criteria Below		
a.	It is located within the boundaries of St. George City	*YES*
b.	The building or structure was constructed before 1970	*YES - Per applicant the home was built in 1949*
c.	**There are no major alterations or additions that have obscured or destroyed significant historic features**, such as: changes in pitch of the main roof, enlargement or enclosure of windows on the principal façades, addition of upper stories or the removal of original upper stories, covering the exterior walls with nonhistoric materials, moving the resource from its original location to one that is dissimilar to the original, or additions which significantly detract from or obscure the original form and appearance of the building or structure when viewed from the public way.	*YES - Per applicant, the home has had few external alterations. The first alteration is that one window was removed, and two windows were added in the attic to create a staircase leading up to two rooms and a bathroom in the attic. In addition, the laundry room was originally built with outdoor access, but it is now accessed through the inside of the home.*

Must Meet at Least One Criteria		
d.	**NATIONAL REGISTER** *It is* currently listed in the National Register of Historic Places, or it has been officially determined eligible for listing in the National Register of Historic Places under the provisions of 36 CFR 60.6. Properties listed on or determined to be eligible for the national register must still retain their integrity	*NO*
e.	**EVENTS** It is associated with events that have made a significant contribution to the broad patterns of the history of the city, state or nation	*YES – per applicant, the home is associated with events that have added to the history of the city of St. George during the post WWII era.*
f.	**PERSON** It is associated with lives of persons significant in the history of the city, state or nation	*NO*
g	**ARCHITECTURE / CONSTRUCTION** It embodies the distinctive characteristics of a rare or unique type, period or method of construction, or represents the work of an architect or builder recognized as a master in his/her field, or possesses high artistic values or style, or represents a significant and distinguishable entity whose components may lack individual distinction	*NO*
h.	**ARCHAEOLOGICAL** It has yielded or may be likely to yield information important in prehistory or history (archaeological sites, for example).	*NO*



RECOMMENDATION

The Planning Commission and Historic Preservation Commission recommended approval of the Barton Home to Become a local landmark citing it met items a-c and met item g of Section 10-13E-4 in that the block style architecture embodies the distinctive characteristics of a rare or unique method of construction.



DRAFT

Agenda Item Number: **05**

Request For Council Action

Date Submitted	11/10/2021 02:25 PM
Proposed City Council Date	11/18/2021
Applicant	New England Alliance, LLC / Glen Overton
Subject	Consider approval of a hillside development permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas on approximately 16.47 acres generally located at the northwest corner of Blackridge Drive and 250 West Street to be known as Black Ridge Hotel. 2021-HS-008
Background	The proposal is a hillside development permit for the purpose of constructing a new hotel at this location. The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-hs-008blackridgehotelccpacket111021142550.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

Hillside Permit

HILLSIDE REVIEW BOARD AGENDA REPORT: **09/29/2021**
PLANNING COMMISSION AGENDA REPORT: **10/26/2021**
CITY COUNCIL AGENDA REPORT: **11/18/2021**

Black Ridge Hotel Hillside Development Permit (Case No. 2021-HS-008)		
Request:	A Hillside Development Permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas. This application is in anticipation of the construction of a new hotel.	
Applicant:	New England Alliance, LLC / Glen Overton	
Representative:	Oscar Covarrubias	
Location:	Northwest corner of 250 W. Street and Blackridge Drive	
General Plan:	COM (Commercial)	
Existing Zoning:	PD-C (Planned Development Commercial)	
Surrounding Zoning:	North	PD-C (Planned Development Commercial)
	South	R-1-10 (Single Family Residential)
	East	PD-C (Planned Development Commercial) and C-2 (Highway Commercial)
	West	R-1-10 (Single Family Residential)
Land Area:	Approximately 16.47 acres	



BACKGROUND

This is a request to obtain a hillside permit for the property located on the northwest corner of 250 W. Street and Blackridge Drive. The applicants are proposing to build a hotel on this property. This hotel was originally approved in 2019 (2019-HS-005) to be built on the property located at 1150 South and 250 West (the northeast corner of 250 W St. and Blackridge Dr.). However, the applicants have decided to move locations, directly across the street.

This property is in the hillside overlay. Section 10-13A-7 of the Zoning Regulations requires that all major development (i.e., cut greater than 4', etc.) on slopes above 20% requires a 'hillside development permit' granted by the City Council upon recommendation from the Hillside Review Board and the Planning Commission.

SLOPES TABLE			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	1.00%	20.00%	
2	20.00%	30.00%	
3	30.00%	40.00%	
4	40.00%	100.00%	

This location has previously been disturbed and already has retaining elements along the street right-of-ways. The applicant has provided a slope analysis table in relation to the slope analysis map.

In the Slope Analysis Breakdown, the percentage of slopes is shown in three different areas:

1. Total Phase Area
   This area is outlined in blue.
2. Net Area
   This is outlined with a black dotted line. Nothing outside this line will be disturbed.
3. Net Area Less Artificial Slope
   Since much of this area has previously been disturbed. These calculations show the percentage of slope being disturbed that is not manmade.

SLOPE ANALYSIS BREAKDOWN:

TOTAL PHASE 1 AREA:	285,557.61 SF	
AREA 20% OR LESS:	180,271.09 SF	TOTAL % OF SITE: 63.2%
AREA 20%-30%:	27,112.97 SF	TOTAL % OF SITE: 9.5%
AREA 30%-40%:	23,843.59 SF	TOTAL % OF SITE: 8.3%
AREA 40% OR MORE:	54,329.99 SF	TOTAL % OF SITE: 19.0%

NET AREA PHASE 1: LIMITS OF DISTURBANCE:	230,986.07 SF	
AREA 20% OR LESS:	152,463.07 SF	TOTAL % OF SITE: 66%
AREA 20%-30%:	25,040.45 SF	TOTAL % OF SITE: 10.8%
AREA 30%-40%:	20,878.54 SF	TOTAL % OF SITE: 9.1%
AREA 40% OR MORE:	32,604.01 SF	TOTAL % OF SITE: 14.11%

NET AREA LESS ARTIFICIAL SLOPE:	230,986.07 SF	
AREA 20% OR LESS:	188,346.20 SF	TOTAL % OF SITE: 82%
AREA 20%-30%:	18,372.10 SF	TOTAL % OF SITE: 8%
AREA 30%-40%:	13,190.83 SF	TOTAL % OF SITE: 6%
AREA 40% OR MORE:	11,076.94 SF	TOTAL % OF SITE: 4%

BASED ON THE NET AREA LESS ARTIFICIAL SLOPE CALCULATIONS, THE AREAS BEING DISTURBED AND DEVELOPED ARE UNDER THE PERCENTAGES IN THE CITY ORDINANCE.

APPLICABLE ORDINANCE(S) *(Selected portions)*

10-13A-1: Density and Disturbance Standards

A. The hillside development overlay zone (HDOZ) limits development densities and provides specific development incentives to transfer underlying zone densities from hillsides (sending areas), to less steep slopes or more safe development areas (receiving areas), within a development.

B. For those portions of a proposed development with natural slopes twenty percent (20%) or less, development density follows the density and development standards in the underlying zone.

C. For those portions of a proposed development with natural slopes from twenty-one percent (21%) to thirty percent (30%), development activity shall not disturb more than thirty percent (30%) of the parcel within this slope category.

D. For those portions of a proposed development with natural slopes from thirty-one percent (31%) to forty percent (40%), development activity shall not disturb more than five percent (5%) of the area within this slope category.

E. A proposed development may not disturb slopes in excess of forty percent (40%).

10-13A-2: Slope and Slope Areas Determined

A. Slope shall be determined for each significant portion of a development parcel.

B. *Procedure:* The applicant shall map the location of the natural slope by using the following procedure:

1. *Preparation of Contour Maps:* The applicant shall submit an accurate, current contour map, prepared and certified by a licensed professional engineer or surveyor, which shows all land contours at intervals no greater than five feet (5'), drawn at a one inch equals one hundred feet (1" = 100') scale maximum.

2. *Verification through Field Surveys:* The city engineer or designee may require the applicant to submit a field survey to verify the accuracy of the contour map.

C. *Determination of Slope Areas:* Using the contour map, natural slopes shall be calculated using points identified as natural slopes of twenty percent (20%), thirty percent (30%), and forty percent (40%), and shall be located on the contour map and connected by a continuous line.

That area bounded by said lines and intersecting property lines shall be used for determining project density. Small washes or outcrops, which have slopes distinctly different from surrounding property, and are not part of the contiguous topography, may be excluded from the slope determination.

EXHIBITS PROVIDED

1. Exhibit A – Site Plan/ Grading and Drainage Plan
   "Exhibit A" in the packet shows the overall site plan for the project as well as curb and gutter, utility connections, storm water connections, signage, cross sections of grading, and an expanded slope analysis

2. Exhibit B – Slope Analysis Map
   "Exhibit B" in the packet shows the overall slope analysis for the area to be disturbed.

3. Exhibit C – Drainage Report
   "Exhibit C" – This is the drainage report for this location.

4. Exhibit D – Geotechnical Report
   "Exhibit D" is a report investigating the geological hazards, slope stability, subsurface, and groundwater at this location.

5. Exhibit E – Landscape Plan
   "Exhibit E" is the landscape plan for the new hotel.

RECOMMENDATION

The Planning Commission and Hillside Review Board recommended approval of the hillside permit for the Black Ridge Hotel development with the following conditions:

1. Through their design they can obtain and meet an acceptable factor of safety in terms of overall landslide and slope stability.
2. They comply with the requirements of moisture protection and drainage and that there be some type of compliance report or letter at the completion of construction to indicate that they met the drainage recommendations in design.
3. They look specifically at the front of the project, the existing slope on the southwest corner slope behind the building where they are creating a graded slope and that they try to hide and mitigate as much as possible the scar on the back of the slope and that they take to the Planning Commission a detail showing their mitigation plans in those areas.
4. Address landscape issues, especially the watering.

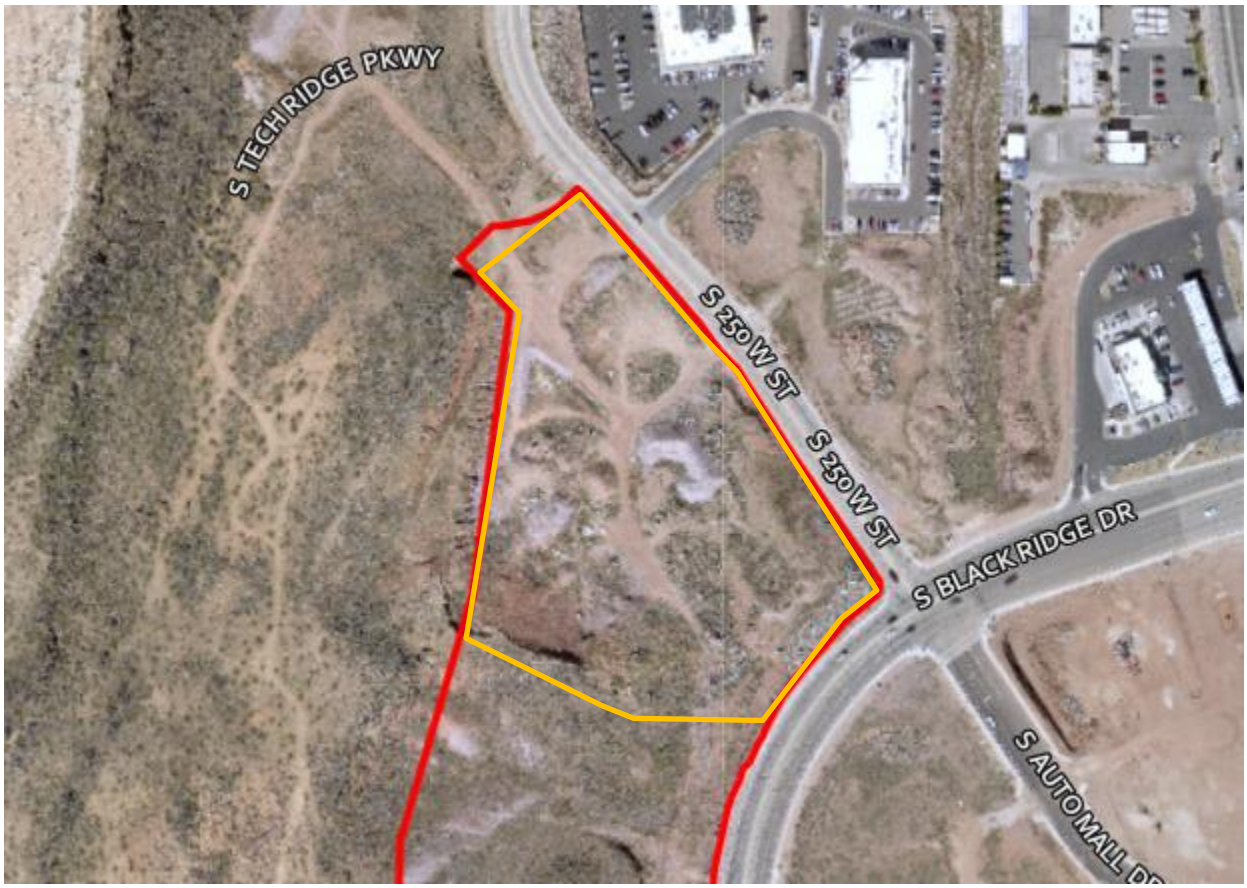
ALTERNATIVES:

1. Approve as presented.

2. Approve with conditions.
3. Deny the zone change request.
4. Table the proposed Hillside Permit to a specific date.

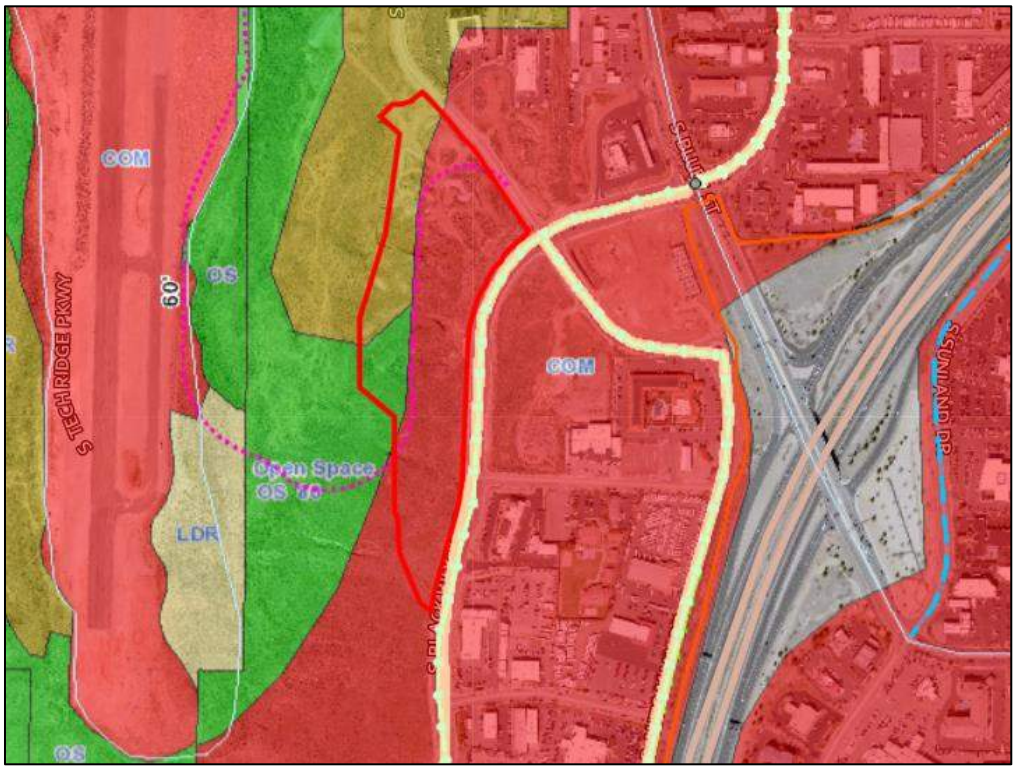
POSSIBLE MOTION:
I move we approve the Hillside Development Permit for Temple Springs Park with the conditions and comments outlined in the staff report.

Area to be Disturbed



General Plan - COM

General Plan - COM



Zoning - R-2

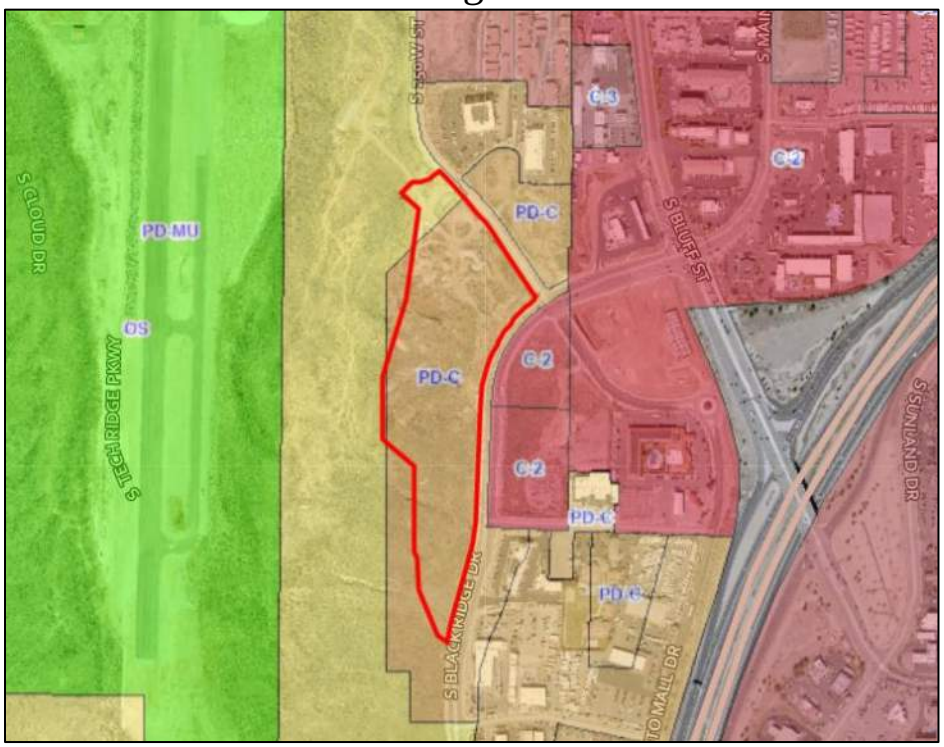


Exhibit A
SITE PLAN/GRADING & DRAINAGE PLAN

811
Know what's below.
Call before you dig.

ST. GEORGE HOTEL

250 WEST, BLACK RIDGE DR.
ST. GEORGE, UTAH

FOR REVIEW
NOT FOR CONSTRUCTION

DATE PRINTED
07/28/2021

INDEX OF DRAWINGS

C-001	GENERAL NOTES
C-200	SITE PLAN
C-300	GRADING AND DRAINAGE PLAN
C-500	DETAILS
C-CS	SITE CROSS SECTIONS
C-SA	SLOPE ANALYSIS PLAN

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

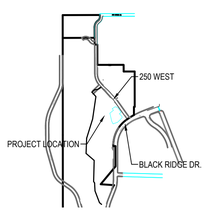
NOTICE TO DEVELOPER/CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

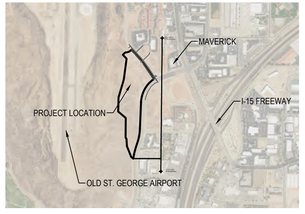
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

KEY MAP



NO SCALE

VICINITY MAP



NO SCALE

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO ST. GEORGE CITY STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
3. BENCHMARK ELEVATION = NORTH QUARTER CORNER SECTION 25, T3N, R1W SALT LAKE BASE & MERIDIAN ELEV. = 42XX.XX.

ENSIGN
THE STANDARD IN ENGINEERING

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ST. GEORGE HOTEL
PHASE I
ST GEORGE
ST. GEORGE, UTAH

PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

GENERAL NOTES

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN ENGINEER, LOCAL AGENCY JURISDICTION, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.

2. CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.

3. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.

4. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.

8. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.

9. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".

10. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

11. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.

12. ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

13. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.

14. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.

15. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.

16. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW:
    - 16.1. CONTRACTOR IS REQUIRED TO LOCATE AND POTHOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS.
    - 16.2. CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
    - 16.3. IN ADDITION TO 16.1 AND 16.2 ABOVE THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POTHOLING" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
    - 16.4. IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
    - 16.5. IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POTHOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.

17. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.

18. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.

19. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.

20. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.

21. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.

22. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.

23. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

24. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.

25. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.

26. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

27. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

28. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.

29. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.

30. ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.

31. CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.

32. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

UTILITY NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.

2. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.

3. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.

4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.

5. TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 02320 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.

6. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.

7. THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.

8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.

9. ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

10. ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.

11. CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.

12. SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.

13. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.

14. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DEWATERED CONDITIONS.

15. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.

16. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.

17. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.

18. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.

19. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

TRAFFIC CONTROL AND SAFETY NOTES

1. TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).

2. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.

3. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.

4. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.

5. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.

6. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.

7. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

8. ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.

9. THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

DEMOLITION NOTES

1. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.

2. THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.

3. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

GRADING AND DRAINAGE NOTES

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.

2. THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)

3. THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.

4. ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.

5. THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.

6. THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.

8. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.

9. THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.

10. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTORS' FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.

12. THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.

13. THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.

14. ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.

15. THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.

16. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

ABBREVIATIONS

APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AR	ACCESSIBLE ROUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
BOS	BOTTOM OF STEP
BVC	BEGIN VERTICAL CURVE
C	CURVE
CB	CATCH BASIN
CF	CURB FACE OR CUBIC FEET
CL	CENTER LINE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE OR FLANGE
GB	GRADE BREAK
GF	GARAGE FLOOR
GV	GATE VALVE
HC	HANDICAP
HP	HIGH POINT
IRR	IRRIGATION
K	RATE OF VERTICAL CURVATURE
LD	LAND DRAIN
LF	LINEAR FEET
LP	LOW POINT
MEX	MATCH EXISTING
MH	MANHOLE
MJ	MECHANICAL JOINT
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE OR PRESSURE CLASS
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PIV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRO	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RD	ROOF DRAIN
ROW	RIGHT OF WAY
S	SLOPE
SAN SWR	SANITARY SEWER
SD	STORM DRAIN
SEC	SECONDARY
SS	SANITARY SEWER
STA	STATION
SW	SECONDARY WATER LINE
TBC	TOP BACK OF CURB
TOG	TOP OF GRATE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TOW	TOP OF WALL
TOS	TOP OF STEP
TYP	TYPICAL
VC	VERTICAL CURVE
WIV	WALL INDICATOR VALVE
W	WATER LINE

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.

LEGEND

SECTION CORNER	EXISTING EDGE OF ASPHALT
EXISTING MONUMENT	PROPOSED EDGE OF ASPHALT
PROPOSED MONUMENT	EXISTING STRIPING
EXISTING REBAR AND CAP	PROPOSED STRIPING
SET ENSIGN REBAR AND CAP	EXISTING FENCE
EXISTING WATER METER	PROPOSED FENCE
PROPOSED WATER METER	EXISTING FLOW LINE
EXISTING WATER MANHOLE	PROPOSED FLOW LINE
PROPOSED WATER MANHOLE	GRADE BREAK
EXISTING WATER BOX	EXISTING STORM DRAIN LINE
EXISTING WATER VALVE	PROPOSED STORM DRAIN LINE
PROPOSED WATER VALVE	ROOF DRAIN LINE
EXISTING FIRE HYDRANT	CATCHMENTS
PROPOSED FIRE HYDRANT	HIGHWATER LINE
PROPOSED FIRE DEPARTMENT CONNECTION	EXISTING SANITARY SEWER
EXISTING SECONDARY WATER VALVE	PROPOSED SANITARY SEWER LINE
PROPOSED SECONDARY WATER VALVE	PROPOSED SAN. SWR. SERVICE LINE
EXISTING IRRIGATION BOX	EXISTING LAND DRAIN LINE
EXISTING IRRIGATION VALVE	PROPOSED LAND DRAIN LINE
PROPOSED IRRIGATION VALVE	PROPOSED LAND DRAIN SERVICE LINE
EXISTING SANITARY SEWER MANHOLE	EXISTING CULINARY WATER LINE
PROPOSED SANITARY SEWER MANHOLE	PROPOSED CULINARY WATER LINE
EXISTING SANITARY CLEAN OUT	PROPOSED CULINARY WATER SERVICE LINE
EXISTING STORM DRAIN CLEAN OUT BOX	EXISTING SECONDARY WATER LINE
PROPOSED STORM DRAIN CLEAN OUT BOX	PROPOSED SECONDARY WATER LINE
EXISTING STORM DRAIN INLET BOX	PROPOSED SEC. WATER SERVICE LINE
EXISTING STORM DRAIN CATCH BASIN	EXISTING IRRIGATION LINE
PROPOSED STORM DRAIN CATCH BASIN	PROPOSED IRRIGATION LINE
EXISTING STORM DRAIN COMBO BOX	EXISTING OVERHEAD POWER LINE
PROPOSED STORM DRAIN COMBO BOX	EXISTING ELECTRICAL LINE
EXISTING STORM DRAIN CLEAN OUT	EXISTING GAS LINE
EXISTING STORM DRAIN CULVERT	EXISTING TELEPHONE LINE
PROPOSED STORM DRAIN CULVERT	ACCESSIBLE ROUTE
TEMPORARY SAG INLET PROTECTION	SAW CUT LINE
TEMPORARY IN-LINE INLET PROTECTION	STRAW WATTLE
ROOF DRAIN	TEMPORARY BERM
EXISTING ELECTRICAL MANHOLE	TEMPORARY SILT FENCE
EXISTING ELECTRICAL BOX	LIMITS OF DISTURBANCE
EXISTING TRANSFORMER	EXISTING WALL
EXISTING UTILITY POLE	PROPOSED WALL
EXISTING LIGHT	EXISTING CONTOURS
PROPOSED LIGHT	PROPOSED CONTOURS
EXISTING GAS METER	BUILDABLE AREA WITHIN SETBACKS
EXISTING GAS MANHOLE	PUBLIC DRAINAGE EASEMENT
EXISTING GAS VALVE	EXISTING ASPHALT TO BE REMOVED
EXISTING TELEPHONE MANHOLE	PROPOSED ASPHALT
EXISTING TELEPHONE BOX	EXISTING CURB AND GUTTER
EXISTING TRAFFIC SIGNAL BOX	PROPOSED CURB AND GUTTER
EXISTING CABLE BOX	PROPOSED REVERSE PAN CURB AND GUTTER
EXISTING BOLLARD	TRANSITION TO REVERSE PAN CURB
PROPOSED BOLLARD	CONCRETE TO BE REMOVED
EXISTING SIGN	EXISTING CONCRETE
PROPOSED SIGN	PROPOSED CONCRETE
EXISTING SPOT ELEVATION	BUILDING TO BE REMOVED
PROPOSED SPOT ELEVATION	EXISTING BUILDING
EXISTING FLOW DIRECTION	PROPOSED BUILDING
EXISTING TREE	
DENSE VEGETATION	

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

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GENERAL NOTES

PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-001



HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ: 1 inch = 40 ft.

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. ASPHALT PAVEMENT PER GEOTECHNICAL REPORT AND DETAIL 1/C-500.
2. 4" WIDE CONCRETE SIDEWALK PER ST. GEORGE STANDARDS PER DRAWING 120. SEE SHEET C-500.
3. 5" WIDE CONCRETE SIDEWALK PER ST. GEORGE STANDARDS PER DRAWING 120. SEE SHEET C-500.
4. 24" CURB AND GUTTER PER APWA STANDARD DRAWING 205.2. SEE SHEET C-500.
5. 24" REVERSE PAN CURB AND GUTTER PER STANDARD 7. SEE SHEET C-500.
6. ADA ACCESSIBLE RAMP PER ST. GEORGE STANDARDS DRAWING 121. SEE SHEET C-500.
7. INSTALL 6' CROSS GUTTER PER ST. GEORGE STANDARD DRAWING 151. SEE SHEET C-500.
8. STREET SIGNS TO BE INSTALLED PER ST. GEORGE STANDARD DRAWINGS 400 AND 410. SEE SHEET C-506.
9. ROAD TO BE CONSTRUCTED PER 45' TYPICAL ROAD CROSS SECTION PER ST. GEORGE STANDARDS. SEE SHEET C-504 ST. GEORGE DETAIL R4 AND SHEET C-504 DETAIL 1.
10. TYPICAL KNUCKLE FOR 45' STREET PER ST. GEORGE STANDARDS. SEE SHEET C-504 ST. GEORGE DETAIL R7.
11. STREET LIGHT TO BE INSTALLED PER ST. GEORGE STANDARD. SEE SHEET C-505 ST. GEORGE DETAIL R14.
12. STOP SIGNS TO BE INSTALLED SIGN PER ST. GEORGE STANDARD DRAWING R10. SEE SHEET C-505.
13. STOP BAR MARKING PER M.U.T.C.D. STANDARD PLANS.
14. INSTALL 4' CROSS GUTTER PER ST. GEORGE STANDARD DRAWING 150. SEE SHEET C-500.
15. INSTALL DRIVEWAY PER ST. GEORGE STANDARDS DRAWING 111. SEE SHEET C-507.

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SITE PLAN

PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-200



HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ: 1 inch = 40 ft.

CONSTRUCTION NOTE:

1. ALL EXCAVATIONS AND FILLS CONFORM TO APPENDIX "K" OF THE UTAH UNIFORM BUILDING STANDARDS ACT RULES AND THE CURRENT ADAPTED EDITION OF INTERNATIONAL BUILDING CODE.
2. SEE SHEET C-CS1 FOR CROSS SECTIONS.

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 48XX.XX ON THESE PLANS.
6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

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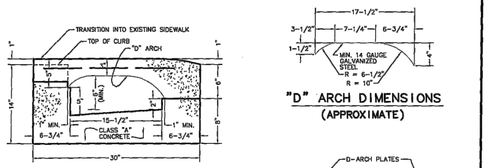
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SITE PLAN

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PROJECT MANAGER

C-300



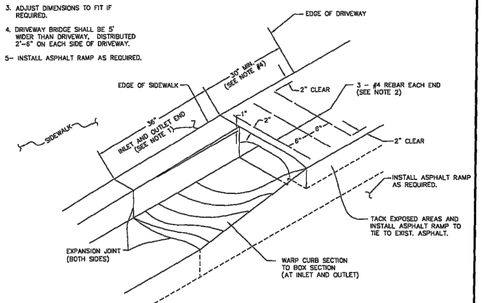
"D" ARCH DIMENSIONS (APPROXIMATE)



"D" ARCH OVERLAP DETAIL

NOTES:

1. MATCH SIDEWALK AT TOP OF CURB AND TOP OF BRIDGE IN 36" TRANSITION.
2. REBAR AT ENDS REQUIRED
3. ADJUST DIMENSIONS TO FIT IF REQUIRED.
4. DRIVEWAY BRIDGE SHALL BE 5' WIDER THAN DRIVEWAY, DISTRIBUTED 2'-6" ON EACH SIDE OF DRIVEWAY.
5- INSTALL ASPHALT RAMP AS REQUIRED.

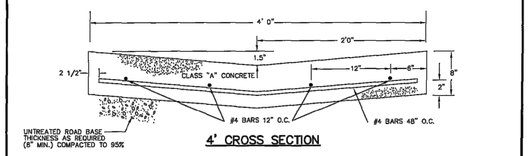


(FOR USE WITH HB 30-8 CURB AND GUTTER ONLY)

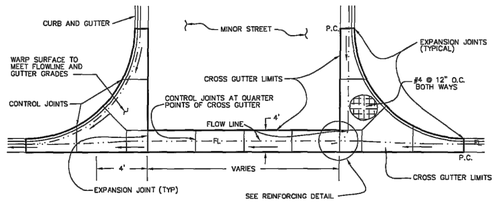
CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			STANDARD DWG. NO.
DATE	DESCRIPTION	BY	112 | 1 OF 1
			APPROVED:
			DATE: | BY: LBB

STANDARD DRIVEWAY BRIDGE



4' CROSS SECTION



PLAN

NOTES:

1- FOR USE ON RESIDENTIAL STREETS ONLY.

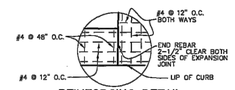
2- CROSS GUTTERS ARE USED AT INTERSECTIONS ONLY UNLESS OTHERWISE APPROVED.

3- CROSS GUTTER SHALL CROSS THE MINOR STREET.

4- ALL REINFORCING STEEL SHALL HAVE 2-INCH MINIMUM CLEAR COVER. SUPPORT CHAIRS, BLOCKS OR OTHER APPROVED EQUAL SHALL BE USED TO RAISE STEEL OFF GROUND.

5- REINFORCING TO EXTEND TO LIMITS OF CROSS GUTTER.

6- ALL REINFORCING STEEL SHALL BE GRADE 60 ASTM A 615.

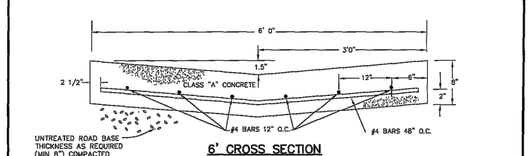


REINFORCING DETAIL

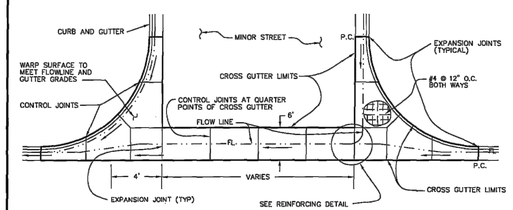
CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			STANDARD DWG. NO.
DATE	DESCRIPTION	BY	150 | 1 OF 1
			APPROVED:
			DATE: | BY: LBB

STANDARD 4' CROSS GUTTER



6' CROSS SECTION



PLAN

NOTES:

1- FOR USE ON RESIDENTIAL & COMMERCIAL STREETS.

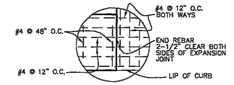
2- CROSS GUTTERS ARE USED AT INTERSECTIONS ONLY UNLESS OTHERWISE APPROVED.

3- CROSS GUTTER SHALL CROSS THE MINOR STREET.

4- ALL REINFORCING STEEL SHALL HAVE 2-INCH MINIMUM CLEAR COVER. SUPPORT CHAIRS, BLOCKS OR OTHER APPROVED EQUAL SHALL BE USED TO RAISE STEEL OFF GROUND.

5- REINFORCING TO EXTEND TO LIMITS OF CROSS GUTTER.

6- ALL REINFORCING STEEL SHALL BE GRADE 60 ASTM A 615.

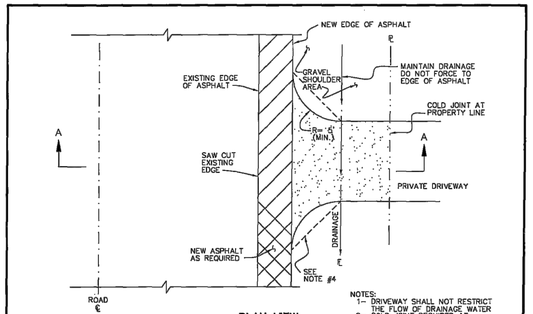


REINFORCING DETAIL

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

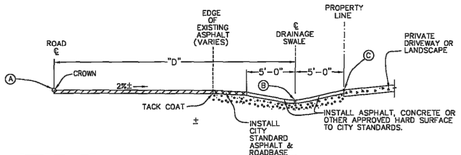
REVISIONS			STANDARD DWG. NO.
DATE	DESCRIPTION	BY	151 | 1 OF 1
			APPROVED:
			DATE: | BY: LBB

STANDARD 6' CROSS GUTTER



PLAN VIEW

NOTES:
1- DRIVEWAY SHALL NOT RESTRICT THE FLOW OF DRAINAGE WATER
2- COLD JOINT REQUIRED AT PROPERTY LINE.
3- DO NOT PAVE BETWEEN NEW EDGE OF ASPHALT AND DRAINAGE CENTERLINE EXCEPT AT DRIVEWAY.
4- 45° ANGLE MAY REPLACE RADIUS.



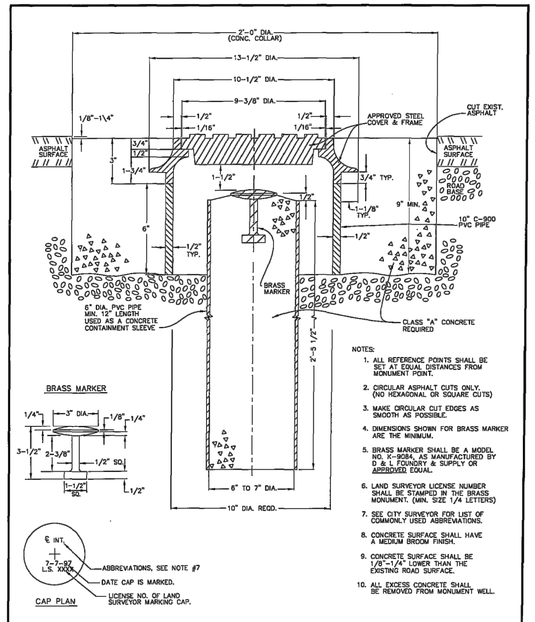
	ROADWAY WIDTH	
MARK	50'	60'
A	VARIES	VARIES
B(MIN.)	A-6"	A-7"
C	A+1"	A+1"
D	20'	25'

SECTION-A

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			STANDARD DWG. NO.
DATE	DESCRIPTION	BY	153 | 1 OF 1
			APPROVED:
			DATE: | BY: LBB

DRIVEWAY ACCESS WITHOUT CURBING (50' & 60' RIGHT OF WAY)



NOTES:

1. ALL REFERENCE POINTS SHALL BE SET AT EQUAL DISTANCES FROM MONUMENT POINT.
2. CIRCULAR ASPHALT CUTS ONLY. (NO HEXAGONAL OR SQUARE CUTS)
3. MAKE CIRCULAR CUT EDGES AS SMOOTH AS POSSIBLE.
4. DIMENSIONS SHOWN FOR BRASS MARKER ARE THE MINIMUM.
5. BRASS MARKER SHALL BE A MODEL NO. K-906A, AS MANUFACTURED BY D & L FOUNDRY & SUPPLY OR APPROVED EQUAL.
6. LAND SURVEYOR LICENSE NUMBER SHALL BE STAMPED IN THE BRASS MONUMENT. (MIN. SIZE 1/4 LETTERS)
7. SEE CITY SURVEYOR FOR LIST OF COMMONLY USED ABBREVIATIONS.
8. CONCRETE SURFACE SHALL HAVE A MEDIUM BROOM FINISH.
9. CONCRETE SURFACE SHALL BE 1/8"-1/4" LOWER THAN THE EXISTING ROAD SURFACE.
10. ALL EXCESS CONCRETE SHALL BE REMOVED FROM MONUMENT WELL.

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			STANDARD DWG. NO.
DATE	DESCRIPTION	BY	160 | 1 OF 1
9/02	REVISED CAP	LLB	APPROVED:
			DATE: | BY: LBB

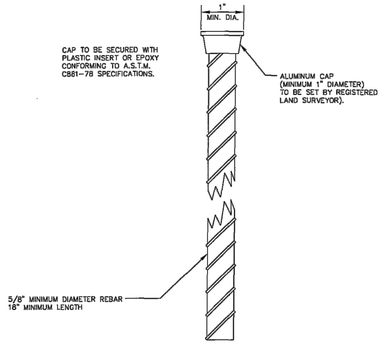
CLASS I STANDARD MONUMENT DETAILS

NOTES:

1- TYPE II MONUMENTS TO BE SET AT ALL CENTERLINE CONTROL POINTS NOT OTHERWISE IDENTIFIED BY A TYPE I MONUMENT AND AS REQUIRED BY THE CITY SURVEYOR.

2- THE REGISTERED LAND SURVEYOR'S NUMBER, AND A PUNCH MARK ARE TO APPEAR ON THE SURFACE OF THE CAP.

3- ALUMINUM CAP SHALL BE SET FLUSH WITH SURFACE OF ROAD.

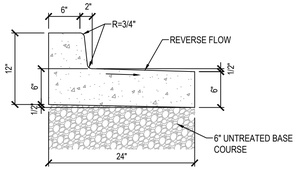


TYPE II MONUMENT

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			STANDARD DWG. NO.
DATE	DESCRIPTION	BY	161 | 1 OF 1
			APPROVED:
			DATE: | BY: LBB

CLASS II MONUMENT

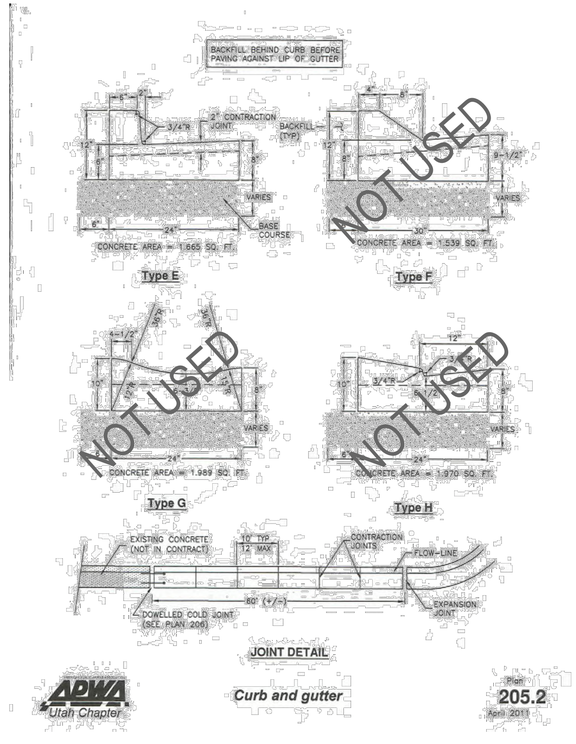


NOTE:

1. CONSTRUCT PER NOTES AND SPECIFICATIONS ASSOCIATED WITH APWA STANDARD PLAN NO. 205.

7 24" REVERSE PAN CURB AND GUTTER

SCALE: NONE



JOINT DETAIL

APWA Utah Chapter

Curb and gutter

Plan 205.2 April 2011

ENSIGN
THE STANDARD IN ENGINEERING

CEDAR CITY
88 E. Fiddlers Canyon Road
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SALT LAKE CITY
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TOOELE
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LAYTON
Phone: 801.547.1100

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
OSCAR COVARRUBIAS
784 RESORT DR.
MIDWAY, UTAH 84049
CONTACT:
OSCAR@LODGINGANDHOSPITALITY.COM
PHONE: 801-628-0234

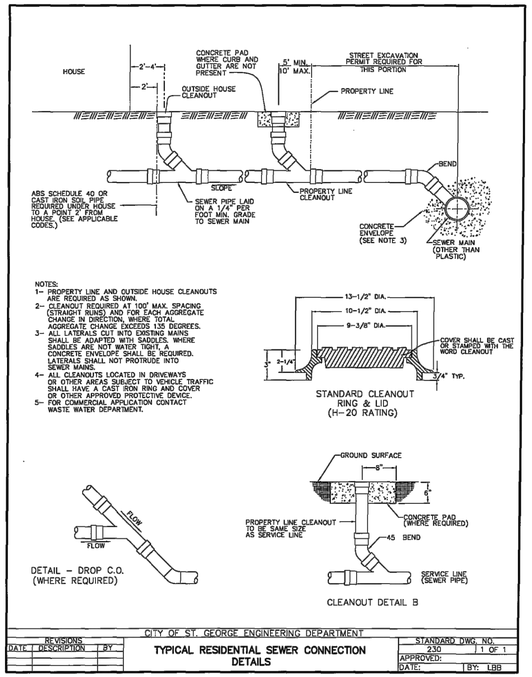
ST. GEORGE HOTEL PHASE I
ST GEORGE
ST. GEORGE, UTAH

N.T.S.

DETAILS

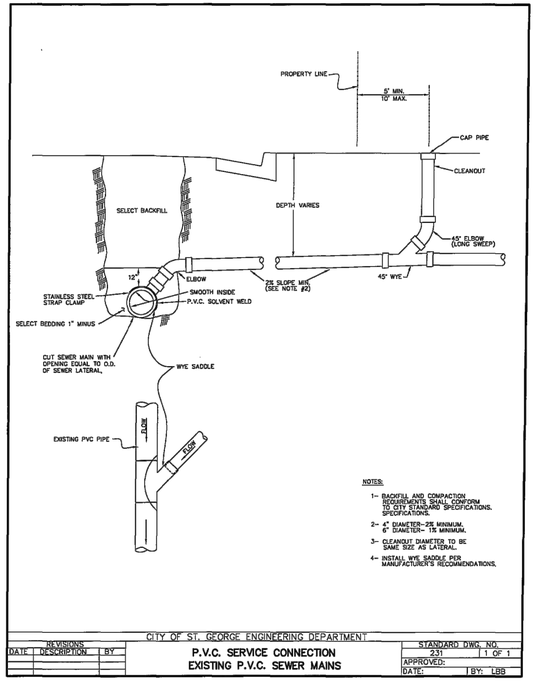
PROJECT NUMBER 10928 | PRINT DATE 7/28/21
DRAWN BY | CHECKED BY
PROJECT MANAGER

C-500



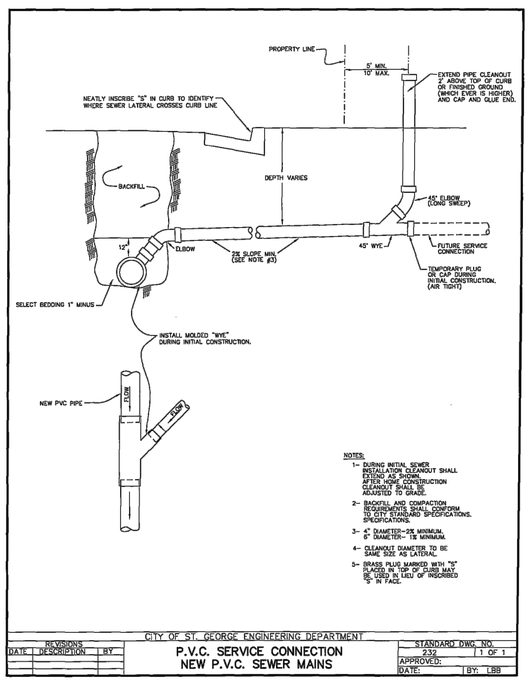
CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			TYPICAL RESIDENTIAL SEWER CONNECTION DETAILS	STANDARD DWG. NO. 230 | 1 OF 1
DATE	DESCRIPTION	BY		APPROVED:
				DATE: | BY: LBB



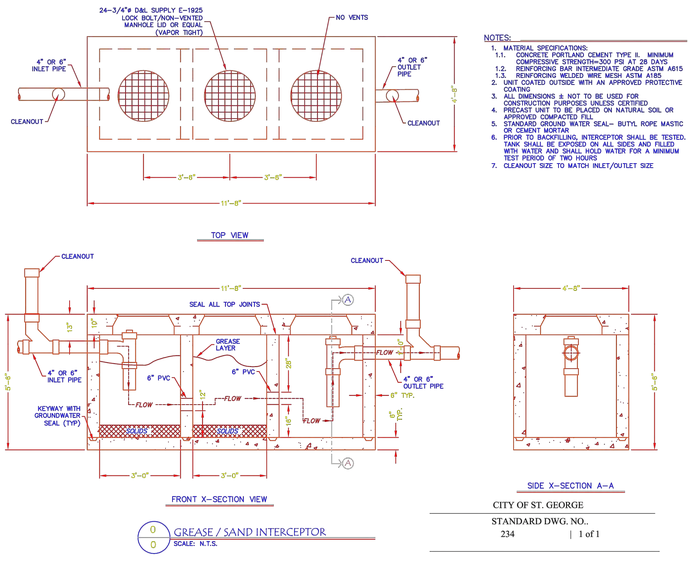
CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			P.V.C. SERVICE CONNECTION EXISTING P.V.C. SEWER MAINS	STANDARD DWG. NO. 231 | 1 OF 1
DATE	DESCRIPTION	BY		APPROVED:
				DATE: | BY: LBB



CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			P.V.C. SERVICE CONNECTION NEW P.V.C. SEWER MAINS	STANDARD DWG. NO. 232 | 1 OF 1
DATE	DESCRIPTION	BY		APPROVED:
				DATE: | BY: LBB



GREASE / SAND INTERCEPTOR
SCALE: N.T.S.

CITY OF ST. GEORGE

STANDARD DWG. NO..

234 | 1 of 1

ENSIGN
THE STANDARD IN ENGINEERING

CEDAR CITY
88 E. Fiddlers Canyon Road
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SALT LAKE CITY
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TOOELE
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LAYTON
Phone: 801.547.1100

RICHFIELD
Phone: 435.896.2983

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FOR:
OSCAR COVARRUBIAS
784 RESORT DR.
MIDWAY, UTAH 84049
CONTACT:
OSCAR@LODGINGANDHOSPITALITY.COM
PHONE: 801-628-0234

ST. GEORGE HOTEL
PHASE I

ST GEORGE
ST. GEORGE, UTAH

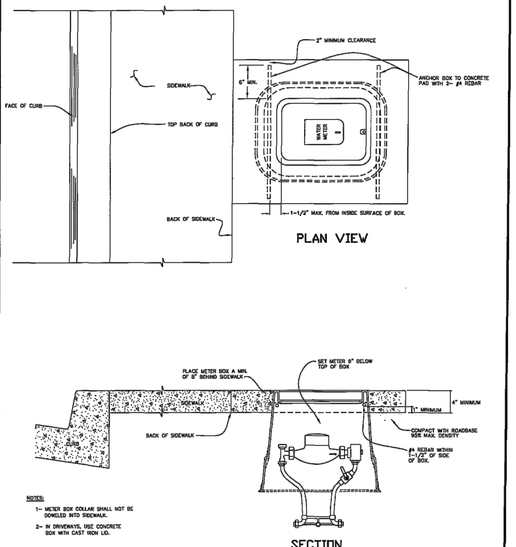
DETAILS

PROJECT NUMBER 10928
PRINT DATE ~~7/28/21~~

DRAWN BY
CHECKED BY

PROJECT MANAGER

C-501

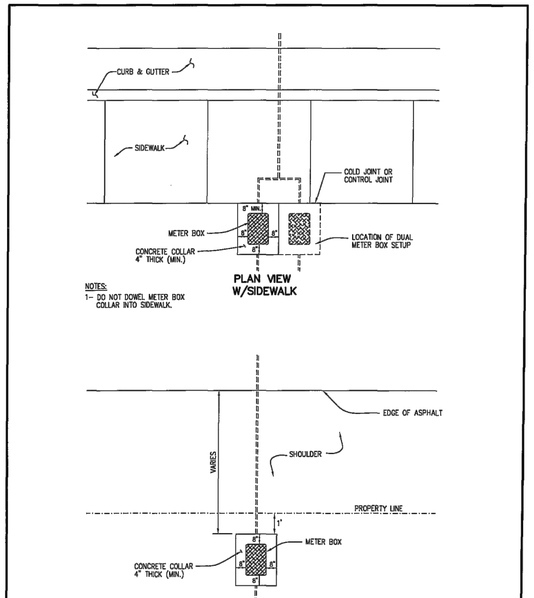


CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

WATER METER BOX DETAILS

STANDARD DWG. NO. 300 | 1 OF 1
APPROVED:
DATE: | BY: LBB

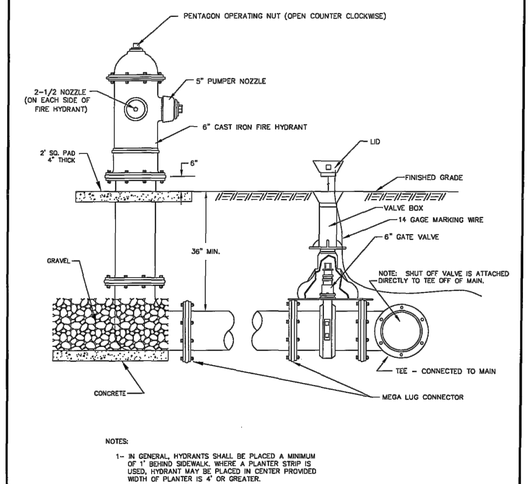


CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

WATER METER BOX LOCATION DETAILS

STANDARD DWG. NO. 301 | 1 OF 1
APPROVED:
DATE: | BY: LBB

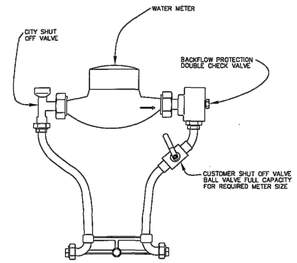


CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

STANDARD FIRE HYDRANT DETAILS

STANDARD DWG. NO. 302 | 1 OF 1
APPROVED:
DATE: | BY: LBB

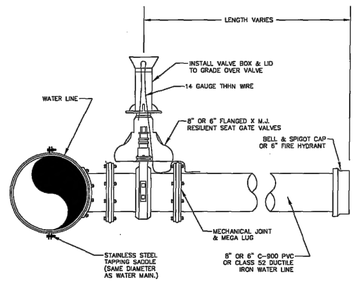


CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

WATER METER SETTER DETAILS

STANDARD DWG. NO. 303 | 1 OF 1
APPROVED:
DATE: | BY: LBB

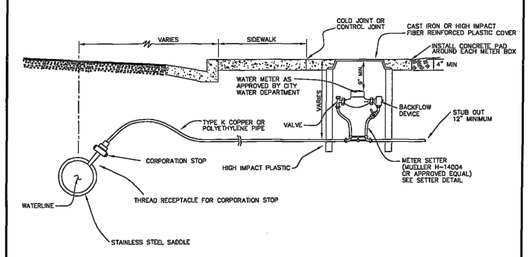


CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

8" OR 6" WATER LATERAL (CONNECTION TO EXISTING LINE)

STANDARD DWG. NO. 304 | 1 OF 1
APPROVED:
DATE: | BY: LBB



CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

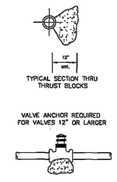
3/4" WATER SERVICE CONNECTION & METER

STANDARD DWG. NO. 305 | 1 OF 1
APPROVED:
DATE: | BY: LBB

THRUST BLOCK BEARING AREA IN SQUARE FEET

PIPE SIZE	CONDITION I	II	III	IV	V	VI	VII	VIII
4"	2.8	3.3	2.6	1.3	1.3	2.0	3.3	2.6
6"	4.6	6.5	3.9	2.0	2.0	3.3	6.5	4.6
8"	7.5	11.0	5.9	3.3	3.9	5.9	11.0	7.8
10"	12.4	17.5	9.8	5.2	6.5	9.1	17.5	12.4
12"	17.5	24.8	13.6	7.8	9.1	12.3	24.8	17.5
14"	24.0	33.8	18.2	9.7	12.3	16.9	33.8	24.0
16"	31.1	44.0	23.8	12.7	15.5	23.2	44.0	31.1

1. CALCULATED ON 225 LB. TEST PRESSURE & ALLOWABLE BEARING PRESSURE OF 2000 LBS. PER SQUARE FOOT.
2. IN POOR SOILS SPECIAL DESIGN IS REQUIRED.
3. CONCRETE SHALL BE CLASS "C" OR BETTER.
4. ALL THRUST BLOCK BEARING FACES SHALL BE POURED AGAINST UNDISTURBED SOIL OR APPROVED COMPACTED BACKFILL.
5. PRIOR APPROVAL FROM THE WATER DEPARTMENT REQUIRED FOR USE OF CONCRETE THRUST BLOCKS.

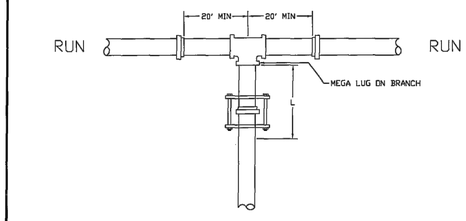


CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

WATER LINE THRUST BLOCK DETAILS

STANDARD DWG. NO. 306 | 1 OF 1
APPROVED:
DATE: | BY: LBB



RUN SIZE DIAMETER

BRANCH SIZE DIAMETER	4	6	8	10	12	14	16	18	20	24
4	*	*	*	*	*	*	*	*	*	*
6		*	*	*	*	*	*	*	*	*
8			*	*	*	*	*	*	*	*
10				*	*	*	*	*	*	*
12					28	12	4	*	*	*
14						45	31	17	3	*
16							62	49	37	11
18								78	67	44
20									95	74
24										127

* - FOR THIS CONDITION NEED ONLY RESTRAIN THE BRANCH OUTLET OF THE TEE.

RESTRAINED LENGTHS, "L" (IN FEET)

1. RESTRAIN THE TWO MECHANICAL JOINTS ON THE RUN SIDES OF THE TEE. THERE SHOULD BE A FULL 20' LENGTH OF PIPE INSTALLED ON EACH SIDE OF THE RUN.
2. ALL JOINTS WITHIN THE LENGTH "L" ON THE BRANCH MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS ON PUSH-ON PIPE PER CITY SPECIFICATION.
3. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

STANDARD TEE PVC RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO. 307 | 1 OF 1
APPROVED:
DATE: | BY: LBB

ENSIGN
THE STANDARD IN ENGINEERING

CEDAR CITY
88 E. Fiddlers Canyon Road
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TOOELE
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LAYTON
Phone: 801.547.1100

RICHFIELD
Phone: 435.896.2983

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784 RESORT DR.
MIDWAY, UTAH 84049
CONTACT:
OSCAR@LODGINGANDHOSPITALITY.COM
PHONE: 801-628-0234

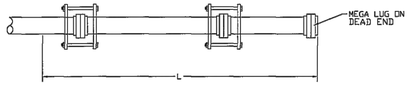
ST. GEORGE HOTEL
PHASE I
ST GEORGE
ST. GEORGE, UTAH

N.T.S.

DETAILS

PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-502



1. ALL JOINTS WITHIN LENGTH "L" MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS WITH PUSH-ON PIPE PER CITY SPECIFICATION.
2. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

PIPE SIZE IN INCHES

4	6	8	10	12	14	16	18	20
44	62	82	99	118	135	153	169	187

RESTRAINED LENGTHS, "L" (IN FEET)

RESTRAINED JOINT LENGTHS USAGE GENERAL NOTES

RESTRAINED LENGTH CALCULATIONS ARE BASED ON THE FOLLOWING DESIGN TYPICALLY USED WITH BACKFILL IN ST. GEORGE.

1. THREE (3) FEET MINIMUM DEPTH OF COVER.
2. A SAFTEY FACTOR OF 1.5
3. SOIL TYPE SANDY CLAY
4. TYPE 5 TRENCH COMPACTION FROM FOUR (4) INCHES MINIMUM UNDER THE PIPE TO THE CENTER LINE OF THE PIPE, AND COMPACTED GRANULAR OR SELECTED MATERIAL FROM THE CENTER LINE OF THE PIPE TO THE TOP OF THE PIPE (90 PERCENT STANDARD PROCTOR DENSITY, AASHTO T-99).
5. 200 PSI TEST PRESSURES FOR FOUR (4) THROUGH SIXTEEN (16) INCH SIZE PIPES.

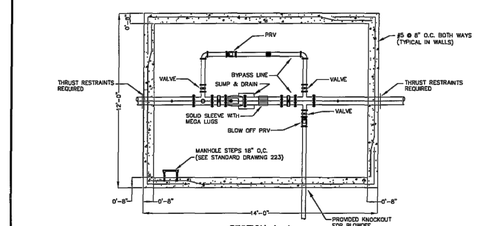
IF ACTUAL CONDITIONS DIFFER FROM THOSE LISTED ABOVE OR THE REQUIRED RESTRAINED LENGTH CANNOT BE MET, THE RESTRAINED JOINT LENGTH SHALL BE DETERMINED BY THE WATER AND POWER ENGINEER.

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

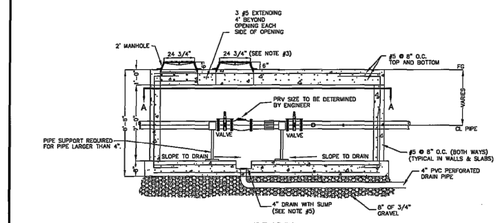
REVISIONS DATE	DESCRIPTION	BY

IN LINE VALVE\DEAD END ON PVC PIPE DETAIL

STANDARD DWG. NO. 312 1 OF 1
APPROVED:
DATE: BY: LBB



SECTION A-A



SIDE VIEW

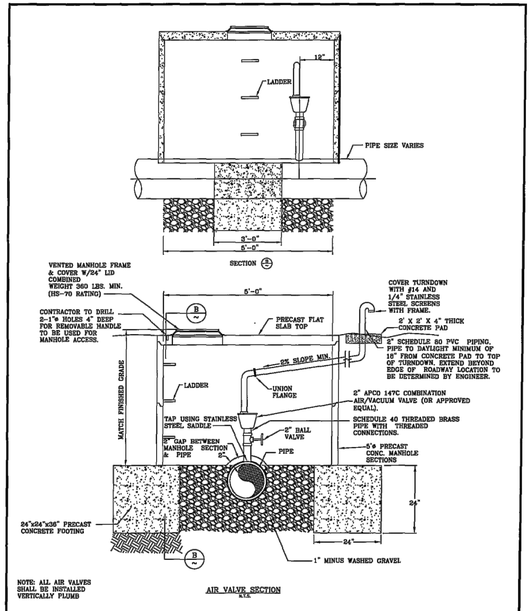
NOTES:
1. IF VAULT IS IN SIDEWALK THE FINISH GRADE OF TOP OF VAULT SHALL MATCH SLOPE OF EXISTING SIDEWALK.
2. ALL FITTINGS SHALL BE FLANGED AND MEGA LUGGED.
3. MANHOLE RING & LID WILL VARY WITH SIZE OF P.R.V. CONTACT WATER DEPARTMENT.
4. IF VAULT IS IN ROADWAY, FINISH GRADE OF TOP OF VAULT SHALL MATCH SUBGRADE.
5. SUMP SIZE SHALL BE 12" X 12" X 4" DEEP.

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

STANDARD PRESSURE REDUCING VALVE & VALUT FOR NEW CONSTRUCTION

STANDARD DWG. NO. 315 1 OF 2
APPROVED:
DATE: BY: GM



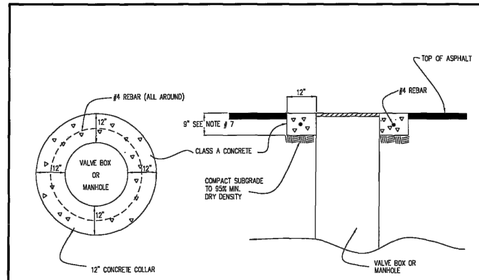
AIR VALVE SECTION

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

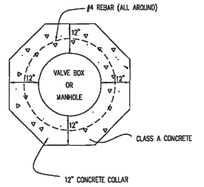
REVISIONS DATE	DESCRIPTION	BY

STANDARD AIR VAC DETAIL

STANDARD DWG. NO. 316 1 OF 1
APPROVED:
DATE: BY: GM



PLAN



PLAN
OPTIONAL

SECTION

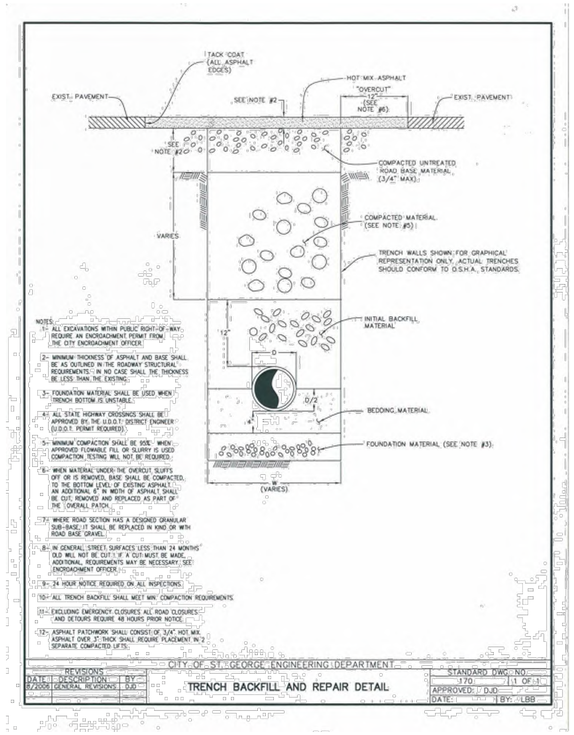
NOTES:
1- MANHOLES, VALVE BOXES AND OTHER SIMILAR ITEMS SHALL BE ADJUSTED TO GRADE AFTER PAVING IS COMPLETE.
2- THE SURFACE OF THE ADJUSTED RING SHALL MATCH THE GRADE OF THE CONCRETE COLLAR. CONCRETE COLLAR SHALL BE 1/8" - 1/4" LOWER THAN ASPHALT.
3- ASPHALT SHALL BE CUT IN STRAIGHT VERTICAL LINES.
4- ADJUSTMENTS TO GRADE SHALL BE MADE WITH STANDARD RINGS OR EXTENTIONS OR AS APPROVED BY THE CITY REPRESENTATIVE.
5- ALL MANHOLES, VALVE BOXES AND OTHER SIMILAR ITEMS SHALL HAVE CONCRETE COLLAR AS REQUIRED UNLESS OTHERWISE APPROVED.
6- 9" THICK COLLARS SHALL BE REINFORCED. 12 " THICK COLLARS DO NOT REQUIRE REINFORCEMENT.
7- MARK CONCRETE COLLAR ON WATER VALVE BOXES WITH ARROW INDICATING DIRECTION OF FLOW.

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

MANHOLES & VALVE BOXES CONCRETE COLLAR

STANDARD DWG. NO. 171 1 OF 1
APPROVED:
DATE: BY: LBB



NOTES:
1- ALL EXCAVATIONS WITHIN PUBLIC RIGHT-OF-WAY REQUIRE AN ENCROACHMENT PERMIT FROM THE CITY ENCROACHMENT OFFICER.
2- MINIMUM THICKNESS OF ASPHALT AND BASE SHALL BE AS OUTLINED IN THE ROADWAY STRUCTURAL REQUIREMENTS. IN NO CASE SHALL THE THICKNESS BE LESS THAN THE EXISTING.
3- FOUNDATION MATERIAL SHALL BE USED WHEN TRENCH BOTTOM IS UNSTABLE.
4- ALL STATE HIGHWAY CROSSINGS SHALL BE APPROVED BY THE U.D.O.T. DISTRICT ENGINEER (U.D.O.T. PERMIT REQUIRED).
5- MINIMUM COMPACTION SHALL BE 95%. WHEN APPROVED FLOWABLE FILL OR SLURRY IS USED COMPACTION TESTING WILL NOT BE REQUIRED.
6- WHEN MATERIAL UNDER THE OVERCUT SLUFFS OFF OR IS REMOVED, BASE SHALL BE COMPACTED TO THE BOTTOM LEVEL OF EXISTING ASPHALT. AN ADDITIONAL 6" IN WIDTH OF ASPHALT SHALL BE CUT, REMOVED AND REPLACED AS PART OF THE OVERALL PATCH.
7- WHERE ROAD SECTION HAS A DESIGNED GRANULAR SUB-BASE, IT SHALL BE REPLACED IN KIND OR WITH ROAD BASE GRAVEL.
8- IN GENERAL, STREET SURFACES LESS THAN 24 MONTHS OLD WILL NOT BE CUT. IF A CUT MUST BE MADE, ADDITIONAL REQUIREMENTS MAY BE NECESSARY. SEE ENCROACHMENT OFFICER.
9- 24 HOUR NOTICE REQUIRED ON ALL INSPECTIONS.
10- ALL TRENCH BACKFILL SHALL MEET MIN. COMPACTION REQUIREMENTS.
11- EXCLUDING EMERGENCY CLOSURES ALL ROAD CLOSURES AND DETOURS REQUIRE 48 HOURS PRIOR NOTICE.
12- ASPHALT PATCHWORK SHALL CONSIST OF 3/4" HOT MIX ASPHALT OVER 3" THICK SHALL REQUIRE PLACEMENT IN 2 SEPARATE COMPACTED LIFTS.

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY
8/2008	GENERAL REVISIONS	DJD

TRENCH BACKFILL AND REPAIR DETAIL

STANDARD DWG. NO. 170 1 OF 1
APPROVED: DJD
DATE: BY: LBB

ENSIGN
THE STANDARD IN ENGINEERING

CEDAR CITY
88 E. Fiddlers Canyon Road
Suite 210
Cedar City, UT. 84720
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SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

LAYTON
Phone: 801.547.1100

RICHFIELD
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FOR:
OSCAR COVARRUBIAS
784 RESORT DR.
MIDWAY, UTAH 84049
CONTACT:
OSCAR@LODGINGANDHOSPITALITY.COM
PHONE: 801-628-0234

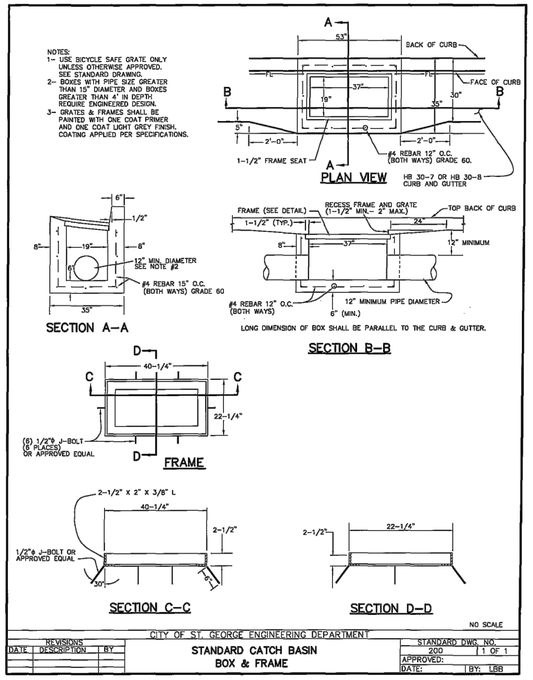
ST. GEORGE HOTEL
PHASE I
ST GEORGE
ST. GEORGE, UTAH

N.T.S.

DETAILS

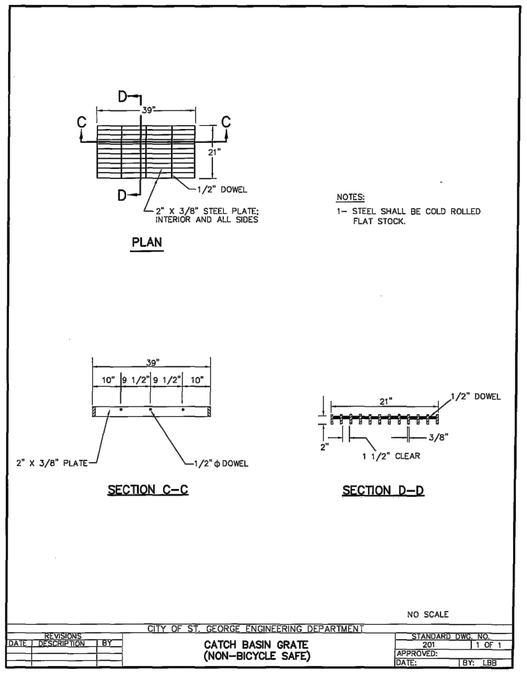
PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-503



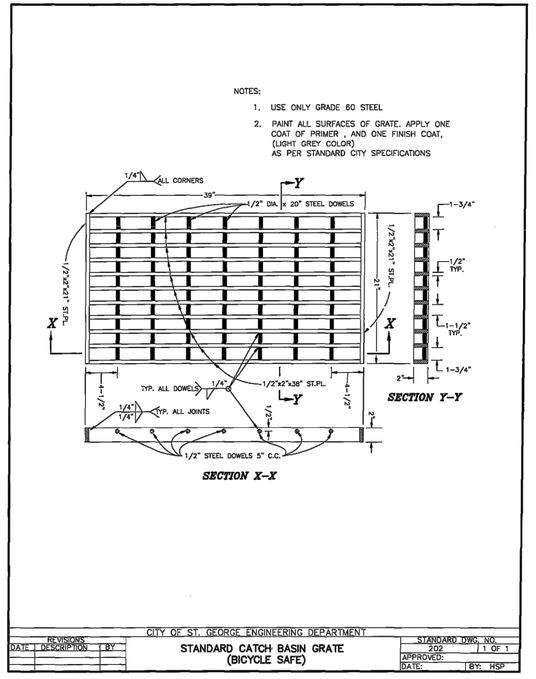
NO SCALE

CITY OF ST. GEORGE ENGINEERING DEPARTMENT				
REVISIONS			STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	STANDARD CATCH BASIN BOX & FRAME	200 | 1 OF 1
			APPROVED:	
			DATE:	BY: LBB

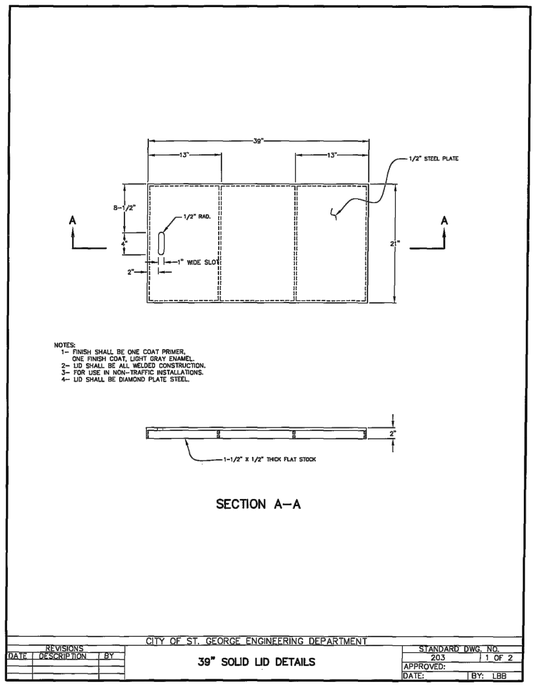


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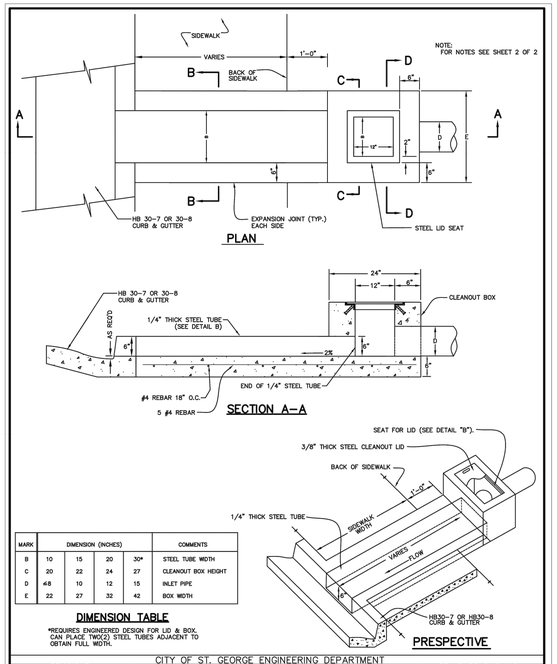
CITY OF ST. GEORGE ENGINEERING DEPARTMENT				
REVISIONS			STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	CATCH BASIN GRATE (NON-BICYCLE SAFE)	201 | 1 OF 1
			APPROVED:	
			DATE:	BY: LBB



CITY OF ST. GEORGE ENGINEERING DEPARTMENT				
REVISIONS			STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	STANDARD CATCH BASIN GRATE (BICYCLE SAFE)	202 | 1 OF 1
			APPROVED:	
			DATE:	BY: HSP



CITY OF ST. GEORGE ENGINEERING DEPARTMENT				
REVISIONS			STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	39" SOLID LID DETAILS	203 | 1 OF 2
			APPROVED:	
			DATE:	BY: LBB

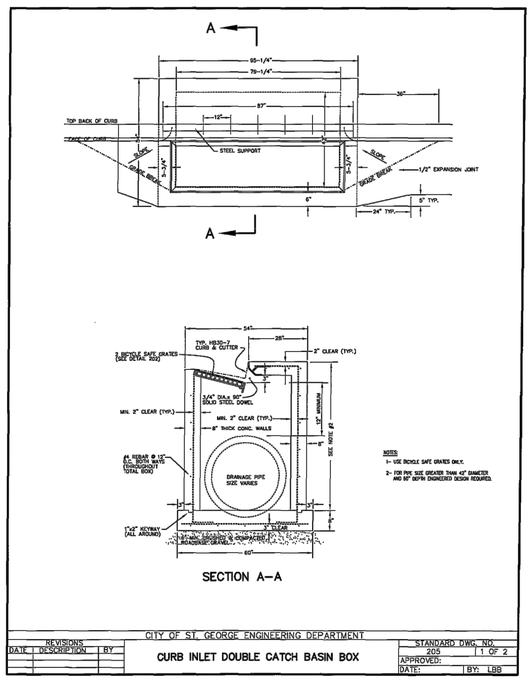


MARK	DIMENSION (INCHES)				COMMENTS
B	10	15	20	30*	STEEL TUBE WIDTH
C	20	22	24	27	CLEANOUT BOX HEIGHT
D	4-8	10	12	15	INLET PIPE
E	22	27	32	42	BOX WIDTH

DIMENSION TABLE

*REQUIRES ENGINEERED DESIGN FOR LID & BOX, CAN PLACE TWO(2) STEEL TUBES ADJACENT TO OBTAIN FULL WIDTH.

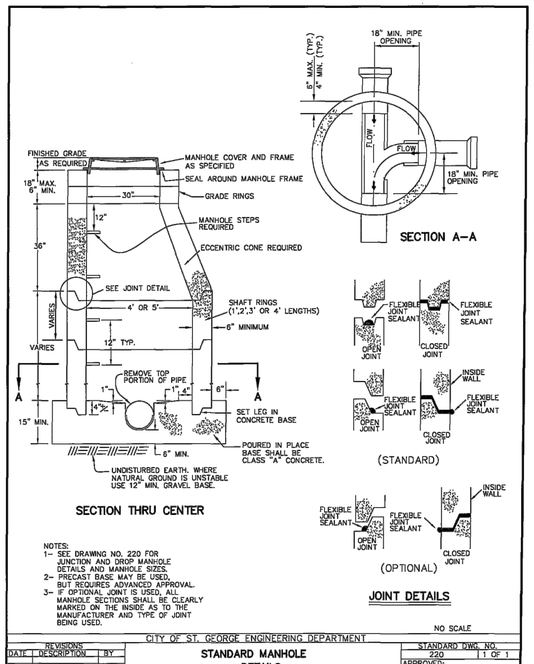
CITY OF ST. GEORGE ENGINEERING DEPARTMENT				
REVISIONS			STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	SIDEWALK DRAINAGE STRUCTURE	204 | 1 OF 2
			APPROVED:	
			DATE:	BY: LBB



CITY OF ST. GEORGE ENGINEERING DEPARTMENT				
REVISIONS			STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	CURB INLET DOUBLE CATCH BASIN BOX	205 | 1 OF 2
			APPROVED:	
			DATE:	BY: LBB

CONTACT ENGINEERING DEPARTMENT FOR DETAILS

CITY OF ST. GEORGE ENGINEERING DEPARTMENT				
REVISIONS			STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	CURB INLET SINGLE CATCH BASIN BOX	206 | 1 OF 1
			APPROVED:	
			DATE:	BY: LBB



NO SCALE

CITY OF ST. GEORGE ENGINEERING DEPARTMENT				
REVISIONS			STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	STANDARD MANHOLE DETAILS	220 | 1 OF 1
			APPROVED:	
			DATE:	BY: LBB

ENSIGN
THE STANDARD IN ENGINEERING

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SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

LAYTON
Phone: 801.547.1100

RICHFIELD
Phone: 435.896.2983

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FOR:
OSCAR COVARRUBIAS
784 RESORT DR.
MIDWAY, UTAH 84049
CONTACT:
OSCAR@LODGINGANDHOSPITALITY.COM
PHONE: 801-628-0234

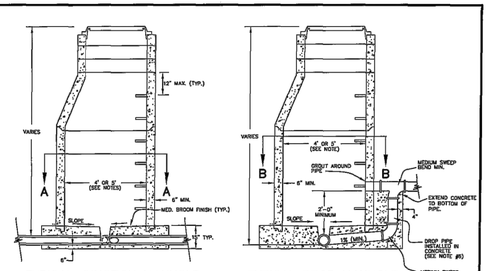
ST. GEORGE HOTEL
PHASE I
ST GEORGE
ST. GEORGE, UTAH

N.T.S.

DETAILS

PROJECT NUMBER	PRINT DATE
10928	7/28/21
DRAWN BY	CHECKED BY
PROJECT MANAGER	

C-504

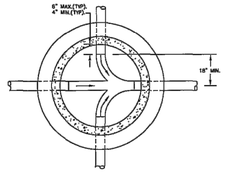


TYPICAL JUNCTION MANHOLE
(SECTION THRU CENTER)

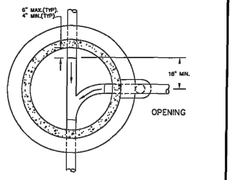
TYPICAL DROP MANHOLE
(SECTION THRU CENTER)

NOTES:

1- FOR SEWER PIPES LESS THAN 12-INCH DIAMETER USE 4-FOOT DIAMETER MANHOLE.
2- FOR SEWER PIPES WITH 12-INCH OR GREATER DIAMETER USE 5-FOOT DIAMETER MANHOLE.
3- SEE DRAWING NO. ____ FOR ADDITIONAL DETAILS.
4- WHEN SEWER DEPTH IS 12 FEET OR GREATER USE A 5-FOOT DIAMETER MANHOLE.
5- SEE DRAWING NO. ____ FOR ADDITIONAL DETAILS.
6- VERTICAL CIRCUMFERENCE AND FITTINGS SHALL BE THE SAME SIZE AS THE INCOMING SEWER PIPE.



SECTION A–A

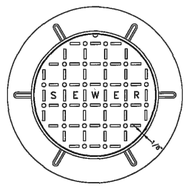


SECTION B–B

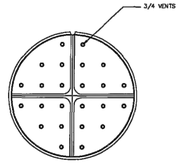
NO SCALE

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

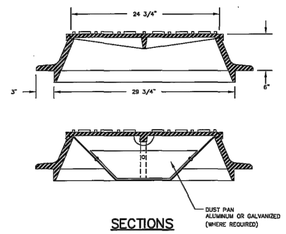
REVISIONS			JUNCTION & DROP MANHOLE DETAILS	STANDARD DWG. NO. 221 1 OF 1
DATE	DESCRIPTION	BY		APPROVED:
				DATE: BY: LBB



PLAN OF COVER & RING



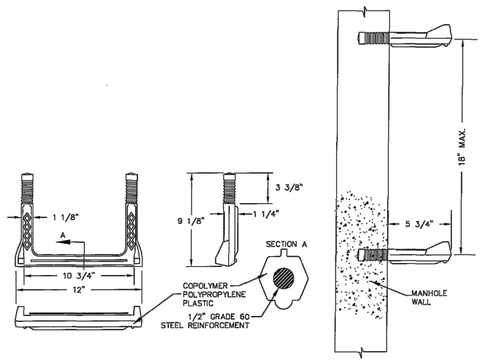
BOTTOM VIEW OF COVER



SECTIONS

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			MANHOLE FRAME & COVER DETAILS	STANDARD DWG. NO. 222 1 OF 1
DATE	DESCRIPTION	BY		APPROVED:
				DATE: BY: LBB



MANHOLE STEPS

NOTES:

1- INSTALL STEPS PER MANUFACTURERS RECOMMENDATIONS.
2- STEPS SHALL BE ALIGNED VERTICALLY.

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			MANHOLE STEP DETAILS	STANDARD DWG. NO. 223 1 OF 1
DATE	DESCRIPTION	BY		APPROVED:
				DATE: BY: LBB

ENSIGN
THE STANDARD IN ENGINEERING

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SALT LAKE CITY
Phone: 801.255.0529

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MIDWAY, UTAH 84049
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PHONE: 801-628-0234

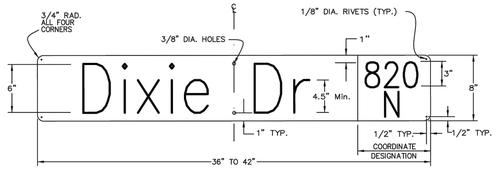
ST. GEORGE HOTEL
PHASE I
ST GEORGE
ST. GEORGE, UTAH

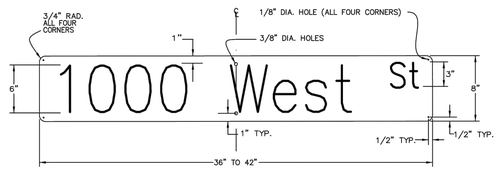
N.T.S.

DETAILS

PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-505





NOTES:
1- BACKGROUND SHALL BE GREEN, LEGEND AND LETTERS SHALL BE WHITE.
2- ALL SHEETING SHALL BE HIGH INTENSIRY REFLECTIVE SHEETING. (FP-85 TYPE III A)
3- SIGNS SHOULD BE MADE BY THE "REVERSE OUT" PROCESS. NO STICK ON LETTERS. CONTACT CITY SIGN SHOP FOR DETAILS.
4- SIGN BLANK SHALL BE 6061-T6 HEAT TREATED HIGH TENSILE DEGREASED ALUMINUM WITH ALODINE 1200 FINISH. MIN. THICKNESS SHALL BE 0.080".
5- EACH SIGN SHALL CONSIST OF TWO PLATES RIVETED TOGETHER AND MOUNTED AS REQUIRED.
6- SIGNS ON PRIVATE ROADS ARE REQUIRED AND SHOULD MEET SAME SPECIFICATIONS OF STANDARD SIGNS EXCEPT FOR BACKGROUND COLOR.
7- ALL STREETS WITH NAMES SHALL ALSO HAVE THE COORDINATE DESIGNATION ON THE SIGN IN THE APPROPRIATE LOCATION UNLESS OTHERWISE APPROVED.
8- ADDRESS COORDINATOR SHALL BE CONTACTED PRIOR TO MAKING SIGNS TO VERIFY PROPER NAMES AND COORDINATES.
9- ALL LETTERS AND NUMBERS SHALL CONFORM TO THE HEIGHT, WIDTH, STROKE WIDTH, AND SPACING AS PER THE U.S. DEPT. OF TRANSPORTATION PUBLICATION "STANDARD ALPHABET FOR HIGHWAY SIGNS".

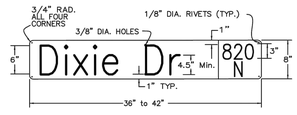
CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

STANDARD STREET SIGN

STANDARD DWG. NO. 400 | 1 OF 1
APPROVED:
DATE: | BY: LBB

SIGN DESIGNATION FORM



STANDARD ST. GEORGE CITY SIGN

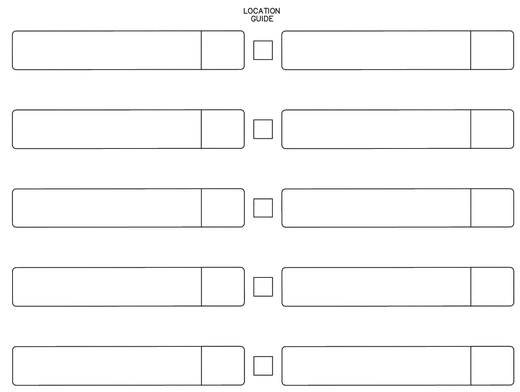
THIS FORM TO BE COMPLETED BY THE CITY ADDRESS COORDINATOR PRIOR TO ORDERING OF STREET SIGNS BY DEVELOPER.

PROJECT NAME

DATE BY

NOTES:
1- SEE DRAWINGS #400 & 401 FOR SIGN SPECIFICATIONS.
2- SIGNS ON PRIVATE ROADS WHEN REQUIRED BY THE CITY ENGINEER SHALL MEET ALL SPECIFICATIONS OF STANDARD SIGNS EXCEPT BACKGROUND SHALL BE BLUE.
3- ADDRESS COORDINATOR MUST BE CONTACTED PRIOR TO MAKING SIGNS TO VERIFY PROPER NAMES AND COORDINATES.
4- ALL STREETS WITH NAMES WILL ALSO HAVE COORDINATES DESIGNATED ON SIGN.

LOCATION GUIDE

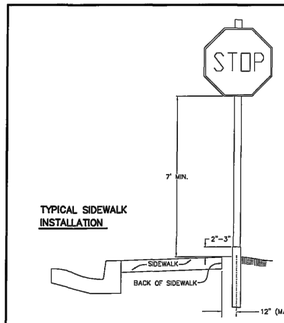


CITY OF ST. GEORGE ENGINEERING DEPARTMENT

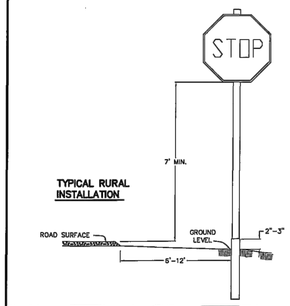
REVISIONS DATE	DESCRIPTION	BY

SIGN DESIGNATION FORM

STANDARD DWG. NO. 402 | 1 OF 1
APPROVED:
DATE: 6/20/96 | BY: LBB



TYPICAL SIDEWALK INSTALLATION



TYPICAL RURAL INSTALLATION

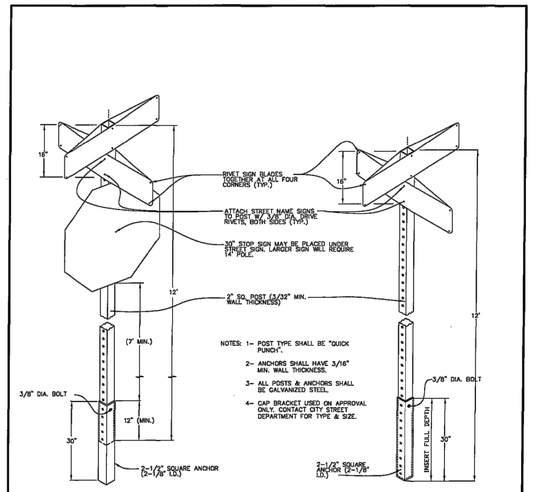
NOTES:
1- SIGNS SHALL BE PLACED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. (M.U.T.C.D.).
2- STREET NAME SIGNS SHALL BE REQUIRED ON ALL CITY STREETS.
3- ALL POST COMPONENTS SHALL BE GALVANIZED STEEL.
4- STREET NAME SIGNS PLACED ABOVE STOP SIGN SHALL BE AS SHOWN IN DRAWING 110 (2 OF 2).
5- WHERE PLANTER STRIP LIES BETWEEN SIDEWALK AND CURB, SIGNS SHALL BE INSTALLED IN PLANTER STRIP AS PER M.U.T.C.D.
6- SIGNS SHALL BE PLACED TO BE CLEARLY VISABLE. ALL OBSTRUCTIONS SUCH AS TREES, POLES, OTHER SIGNS, ETC. SHALL BE AVOIDED.

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

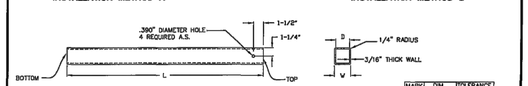
REVISIONS DATE	DESCRIPTION	BY

SIGN, POST AND INSTALLATION DETAILS

STANDARD DWG. NO. 410 | 1 OF 1
APPROVED:
DATE: | BY: LBB



INSTALLATION METHOD A **INSTALLATION METHOD B**



SIGN ANCHOR DETAIL

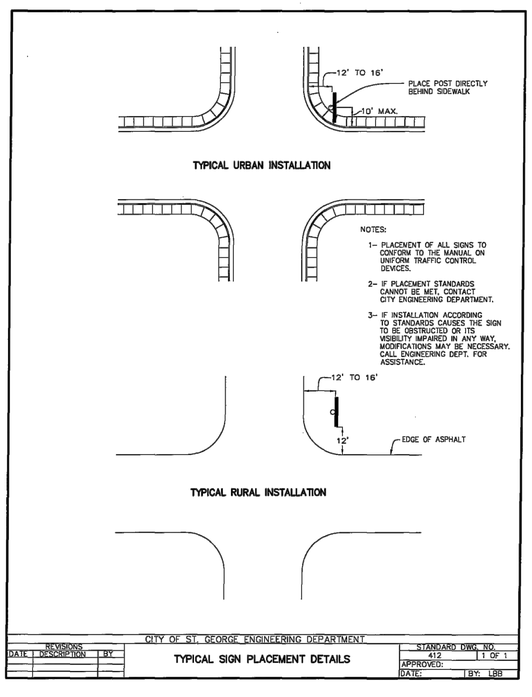
MARK	DIM.	TOLERANCE
D	2-1/8"	+1/16", -0"
L	30"	±1/4"
W	2-1/2"	±1/64"

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

SIGN POST & MOUNTING DETAILS

STANDARD DWG. NO. 411 | 1 OF 1
APPROVED:
DATE: | BY: LBB



CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS DATE	DESCRIPTION	BY

TYPICAL SIGN PLACEMENT DETAILS

STANDARD DWG. NO. 412 | 1 OF 1
APPROVED:
DATE: | BY: LBB

ENSIGN
THE STANDARD IN ENGINEERING

CEDAR CITY
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TOOELE
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LAYTON
Phone: 801.547.1100

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
OSCAR COVARRUBIAS
784 RESORT DR.
MIDWAY, UTAH 84049
CONTACT:
OSCAR@LODGINGANDHOSPITALITY.COM
PHONE: 801-628-0234

ST. GEORGE HOTEL PHASE I

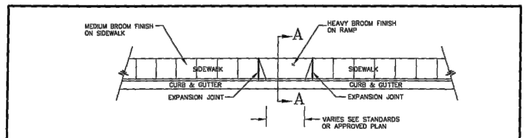
ST GEORGE
ST. GEORGE, UTAH

N.T.S.

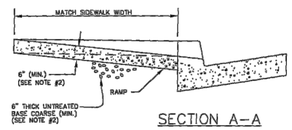
DETAILS

PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-506

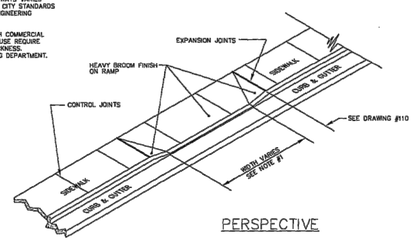


PLAN



SECTION A–A

NOTES:
1– WIDTH OF DRIVEWAYS VARIES WITH USE– SEE CITY STANDARDS OR CONTACT ENGINEERING DEPARTMENT.
2– DRIVEWAYS WITH COMMERCIAL OR INDUSTRIAL USE REQUIRE ADDITIONAL THICKNESS. SEE ENGINEERING DEPARTMENT.



PERSPECTIVE

CITY OF ST. GEORGE ENGINEERING DEPARTMENT

REVISIONS			DRIVEWAY APRON DETAILS	STANDARD DWG. NO. 111	1 OF 1
DATE	DESCRIPTION	BY		APPROVED:	
				DATE:	BY: LBB

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ST. GEORGE HOTEL
PHASE I
ST GEORGE
ST. GEORGE, UTAH

N.T.S.

DETAILS

PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-507





HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ: 1 inch = 40 ft.

CONSTRUCTION NOTE:

1. ALL EXCAVATIONS AND FILLS CONFORM TO APPENDIX "K" OF THE UTAH UNIFORM BUILDING STANDARDS ACT RULES AND THE CURRENT ADAPTED EDITION OF INTERNATIONAL BUILDING CODE.
2. SEE SHEET C-CS1 FOR CROSS SECTIONS.

ENSIGN
THE STANDARD IN ENGINEERING

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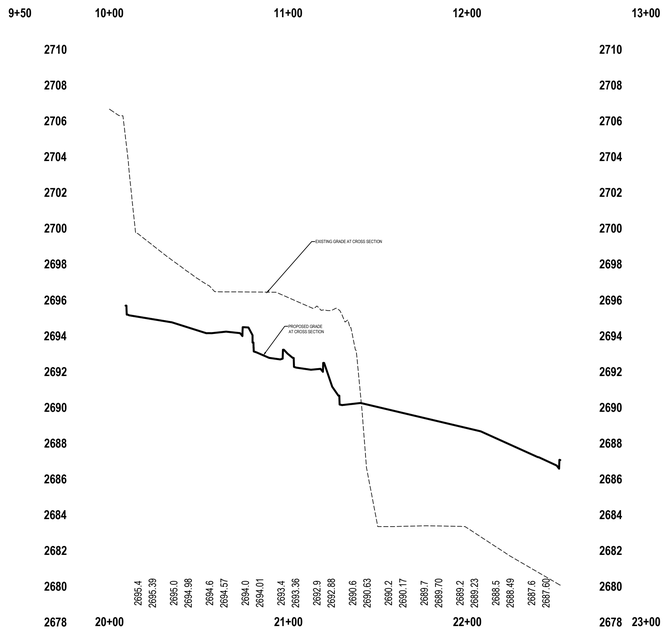
FOR:
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CONTACT:
OSCAR@LODGINGANDHOSPITALITY.COM
PHONE: 801-528-0234

ST. GEORGE HOTEL
PHASE I
ST GEORGE
ST. GEORGE, UTAH

CROSS SECTIONS

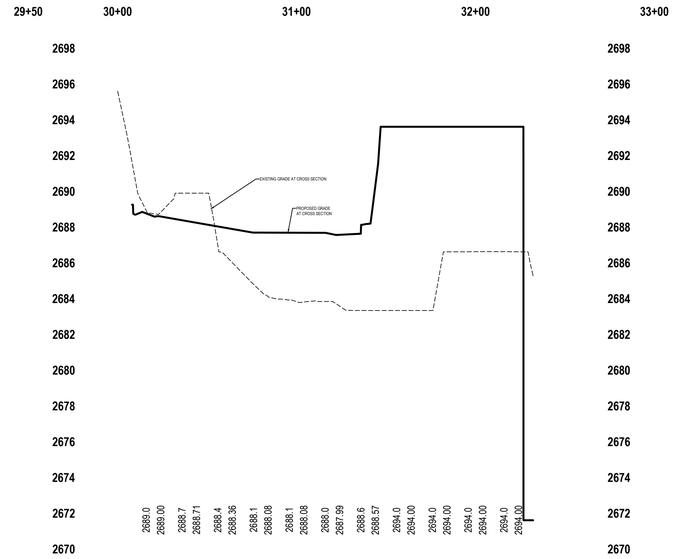
PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-CS



A SECTION A-A

SCALE: NONE



B SECTION B-B

SCALE: NONE

ENSIGN
THE STANDARD IN ENGINEERING

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OSCAR@LODGINGANDHOSPITALITY.COM
PHONE: 801-528-0234

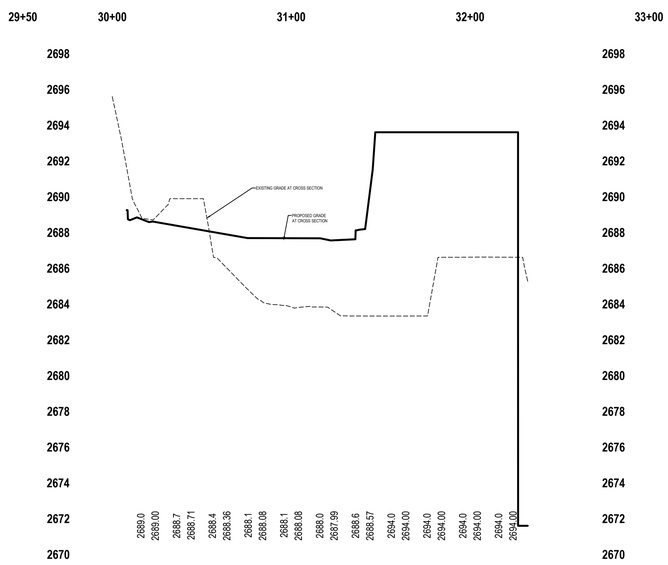
ST. GEORGE HOTEL PHASE I

ST GEORGE
ST. GEORGE, UTAH

CROSS SECTIONS

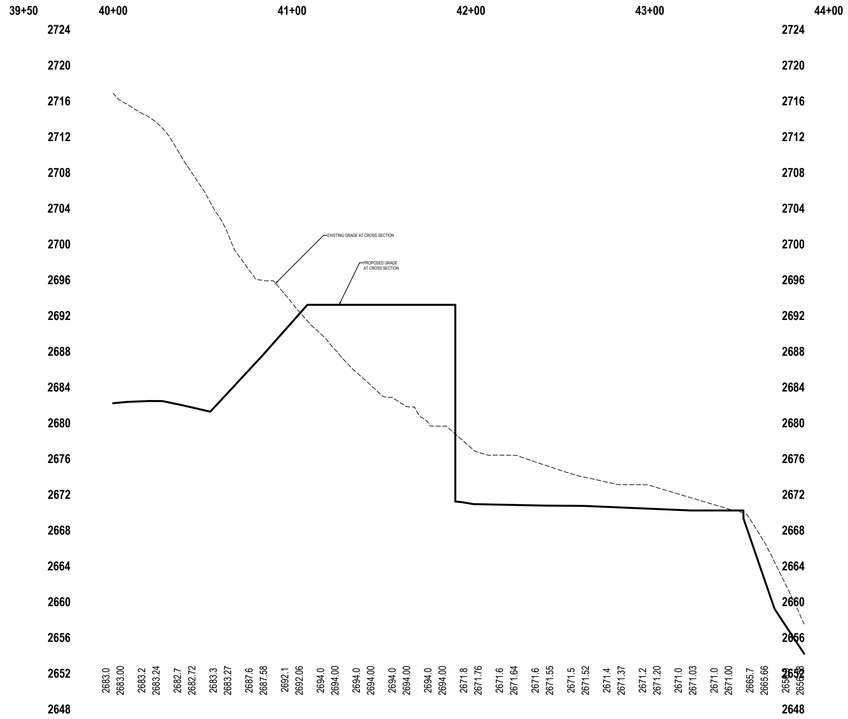
PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-CS1



C SECTION C-C

SCALE: NONE



D SECTION D-D

SCALE: NONE

ENSIGN
THE STANDARD IN ENGINEERING

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PHONE: 801-528-0234

ST. GEORGE HOTEL PHASE I

ST GEORGE

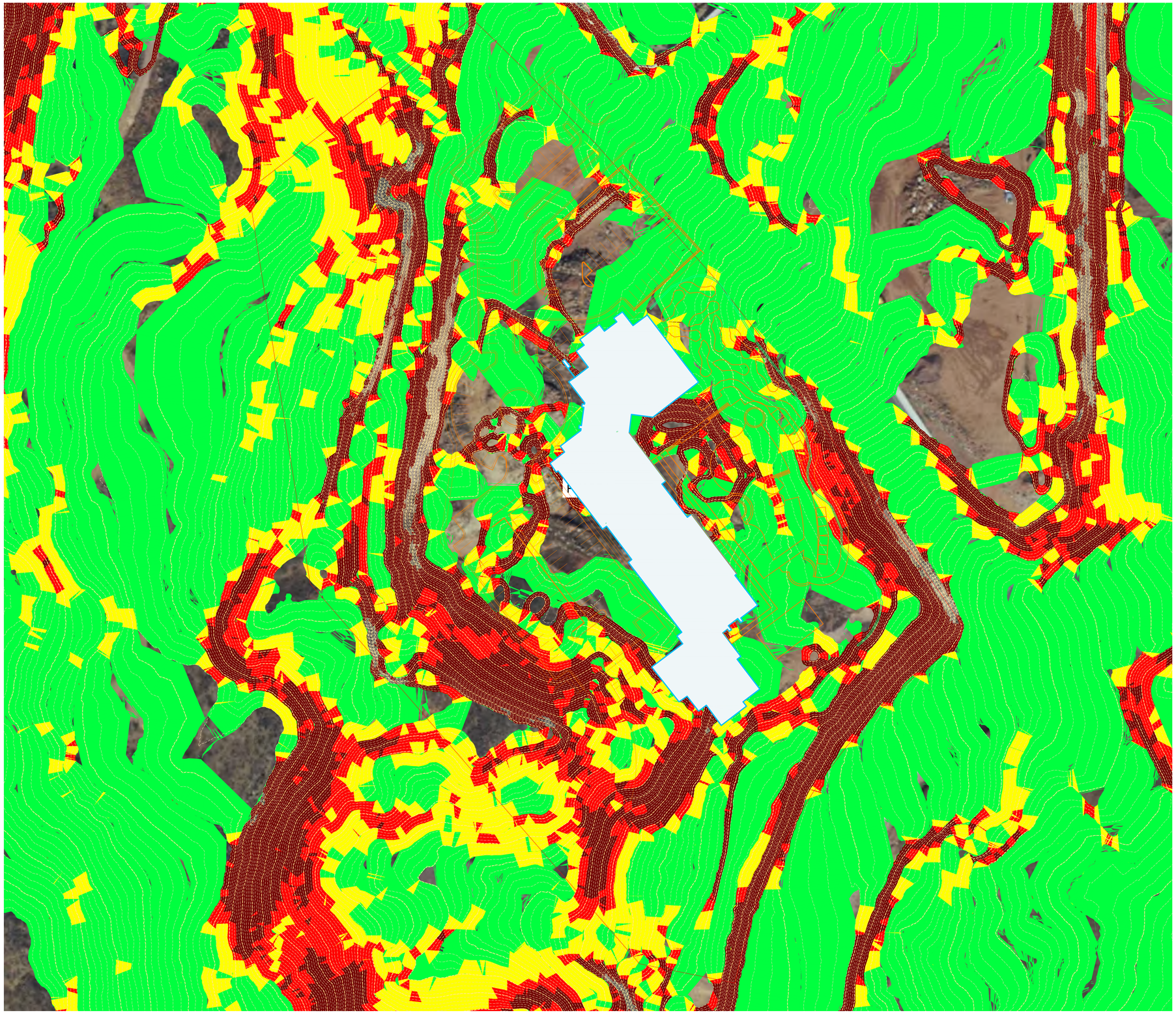
ST. GEORGE, UTAH

CROSS SECTIONS

PROJECT NUMBER 10928
PRINT DATE 7/28/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-CS2

Exhibit B
Slope Analysis



SLOPES TABLE			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	1.00%	20.00%	
2	20.00%	30.00%	
3	30.00%	40.00%	
4	40.00%	100.00%	

ENSIGN
THE STANDARD IN ENGINEERING

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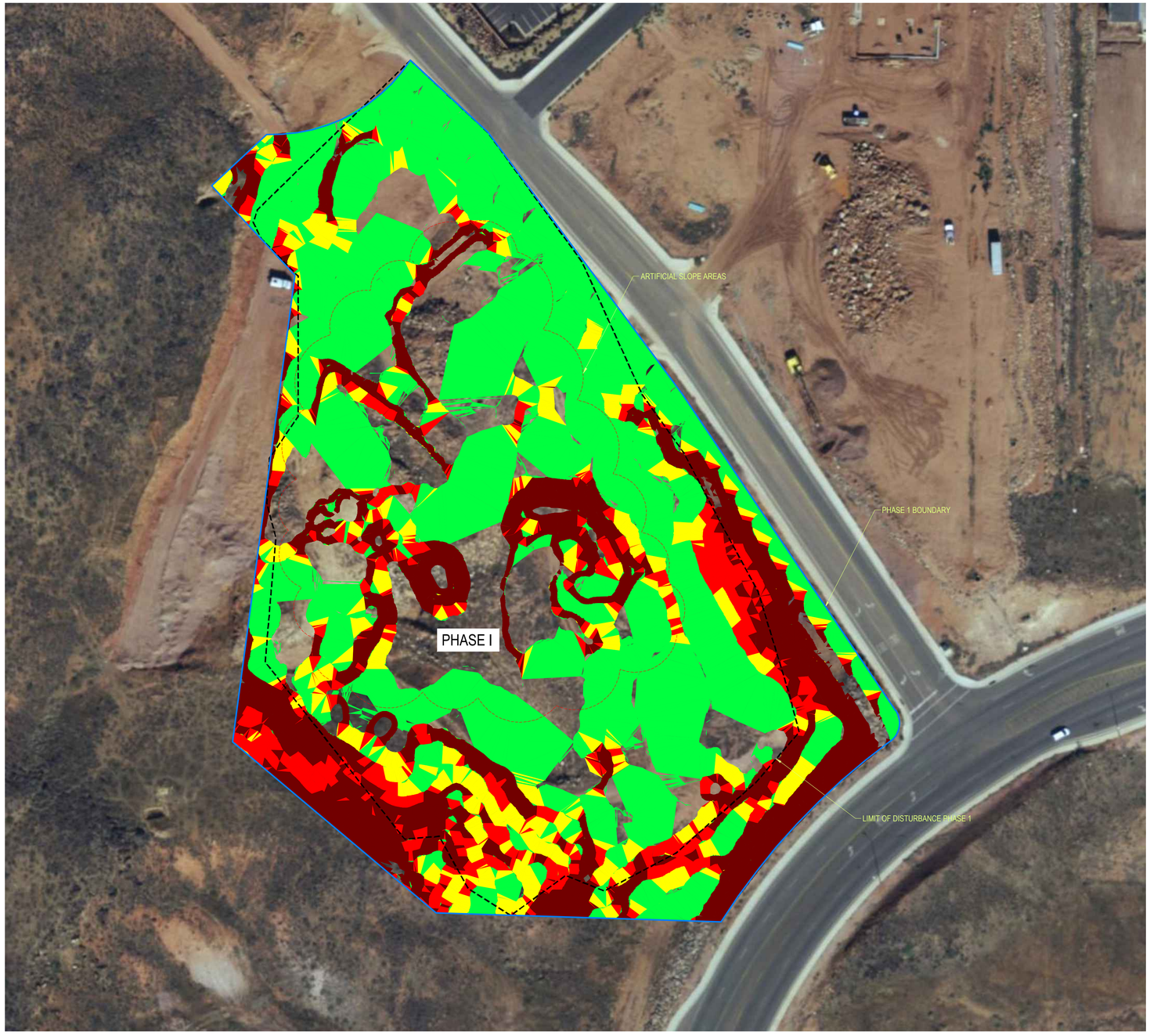
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PHONE: 801-628-0234

ST. GEORGE HOTEL
PHASE I
ST GEORGE
ST. GEORGE, UTAH

SLOPE ANALYSIS

PROJECT NUMBER 10928
PRINT DATE 7/27/21
DRAWN BY
CHECKED BY
PROJECT MANAGER

EX-01





HORIZONTAL GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

HORZ. 1 inch = 30 ft.

SLOPES TABLE			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	1.00%	20.00%	
2	20.00%	30.00%	
3	30.00%	40.00%	
4	40.00%	100.00%	

SLOPE ANALYSIS BREAKDOWN:

TOTAL PHASE 1 AREA:	285,557.61 SF	
AREA 20% OR LESS:	180,271.09 SF	TOTAL % OF SITE: 63.2%
AREA 20%-30%:	27,112.97 SF	TOTAL % OF SITE: 9.5%
AREA 30%-40%:	23,843.59 SF	TOTAL % OF SITE: 8.3%
AREA 40% OR MORE:	54,329.99 SF	TOTAL % OF SITE: 19.0%

NET AREA PHASE 1: LIMITS OF DISTURBANCE:	230,986.07 SF	
AREA 20% OR LESS:	152,463.07 SF	TOTAL % OF SITE: 66%
AREA 20%-30%:	25,040.45 SF	TOTAL % OF SITE: 10.8%
AREA 30%-40%:	20,878.54 SF	TOTAL % OF SITE: 9.1%
AREA 40% OR MORE:	32,604.01 SF	TOTAL % OF SITE: 14.11%

NET AREA LESS ARTIFICIAL SLOPE:	230,986.07 SF	
AREA 20% OR LESS:	188,346.20 SF	TOTAL % OF SITE: 82%
AREA 20%-30%:	18,372.10 SF	TOTAL % OF SITE: 8%
AREA 30%-40%:	13,190.83 SF	TOTAL % OF SITE: 6%
AREA 40% OR MORE:	11,076.94 SF	TOTAL % OF SITE: 4%

BASED ON THE NET AREA LESS ARTIFICIAL SLOPE CALCULATIONS, THE AREAS BEING DISTURBED AND DEVELOPED ARE UNDER THE PERCENTAGES IN THE CITY ORDINANCE.

LEGEND:

PHASE 1 BOUNDARY

LIMIT OF DISTURBANCE

ARTIFICIAL SLOPE AREA

ENSIGN
THE STANDARD IN ENGINEERING

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CONTACT:
OSCAR@LODGINGANDHOSPITALITY.COM
PHONE: 801-628-0234

DELTA BY MARRIOT ST. GEORGE I UTAH
PHASE I
250 WEST BLACKRIDGE DR.
ST. GEORGE, UTAH (SG-6-2-36-20031)

SLOPE ANALYSIS

PROJECT NUMBER 10928
PRINT DATE 08/13/21
DRAWN BY TMG
CHECKED BY JTN
PROJECT MANAGER CLN

EX-01

Exhibit C
Drainage Report

DRAINAGE REPORT

ST. GEORGE HOTEL PHASE 1

ST. GEORGE, UTAH

PREPARED FOR:

NEW ENGLAND ALLIANCE, LLC
PO BOX 680039
PARK CITY, UT

PREPARED BY:

BRENNAN REES, EIT

REVIEWED BY:

ROBERT Q. ELDER, PE

ENSIGN ENGINEERING
88 E FIDDLERS CANYON RD
STE 210
CEDAR CITY, UT 84721
(435) 865-1453

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2.0 EXISTING DRAINAGE CONDITIONS 2

3.0 DESIGN OBJECTIVES AND METHODOLOGY 3

4.0 PROPOSED DRAINAGE CONDITIONS 4

5.0 CONCLUSIONS 4

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7.0 APPENDIX B – DETENTION BASIN HYDROGRAPH 6

8.0 APPENDIX C - MODEL OUTPUTS .....ERROR! BOOKMARK NOT DEFINED.

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TABLE 3-1: RATIONAL METHOD RUNOFF COEFFICIENTS (PRE-DEVELOPMENT) 3

TABLE 3-2 RAINFALL DATA 3

1.0 PROJECT OVERVIEW/LOCATION

The subject property is located in St George Utah, in the southeast half of Section 36, Township 31 South, Range 16 West, Salt Lake Base, and Meridian, Washington County, Utah. The development is bounded by 250 West to the east, Black Ridge Dr to the south, and Techridge to the north and west.

The purpose of this report is to present the conceptual drainage design for the proposed commercial St. George Hotel site. The proposed project sits on approximately 7.08 acres of the previously excavated site and will include the construction of a new commercial hotel. The proposed site is part of a subject parcel including 17.03 acres. Because of the topography and location of the proposed site, a sub-basin can be delineated that only includes the 7.08 acres. All runoff will be managed and detained on-site through curb & gutter, pipe networks, and underground detention facilities. All stormwater will be managed on-site and discharged at a controlled rate into the city's storm drain system.

2.0 EXISTING DRAINAGE CONDITIONS

The existing watershed consists of mixed-use of previously excavated hillside and spoil piles, rock piles, cut banks. Vegetation consists of short grasses and weeds, and desert brush. This area is contained by 250 West to the east, Black Ridge Dr. to the west, and private undeveloped land to the north, and Techridge to the west.

Overall, the site has steep slopes and cut banks, but naturally drains from the northwest to the southeast side of the property. Onsite slopes range from 3-99%. Offsite slopes that will impact the site range from 4-35%. The rational method was used to calculate the pre-development runoff for the site. The USGS Web Soil Survey (WSS) illustrated the different soil types but did not provide a hydraulic soil group. Being familiar with the area, a soil group D was assumed. Using table 2-6 in the St. George City Drainage Manual, the following coefficients were used.

TABLE 2-1: RATIONAL METHOD RUNOFF COEFFICIENTS (PRE-DEVELOPMENT)

Land Use	*Curve Number by Soil Type*		
	B	*C*	*D*
Land Cover Category			
Bare Soil: Newly Graded Areas	0.10	0.30	0.50
Desert Shrub: 30% to 70% ground cover	0.05	0.10	0.15

- Hydrologic soil group: This value is classified by the Natural Resources Conservation Service (NRCS) and is based on a soil's runoff potential. The soil group for this area is assumed D classification as defined by the NRCS and found through the Web Soil Survey.

The total pre-development runoff for the 100-yr, 24-hr storm event is 0.50 cfs or 0.03 cfs/acre. This value takes into account the offsite drainage area of 9.54 acres that will impact the site. See appendix B for calculations regarding pre-development areas and flows.

3.0 DESIGN OBJECTIVES AND METHODOLOGY

The site drainage system will be designed to meet the requirements of St. George City. This report will address the proposed drainage system, which is intended to both reduce the post-developed peak runoff as well as reduce the impact of the development on the environment. The proposed construction of this project will increase the amount of impervious areas on the site, which will increase the amount of site runoff. To address this increase, curb & gutter, a pipe network system, and an underground detention system have been designed to help reduce runoff. The site has been analyzed as one large drainage area and divided into smaller sub-basins. The sub-basins are associated with each respective undergroung detention structure as shown on the grading plan as well as attached in the appendix of this report.

The hydrology and hydraulics of this project area watershed was completed using the Rational Method to provide a conservative approach to sizing and stormwater management. Watersheds or sub-basins were delineated based upon the local topography from land survey data and the proposed finish-grade surface using AutoCAD Civil 3D. The sub-basins were then split into onsite and offsite areas. Each respective sub-basin and catchment was assigned a runoff coefficients based on the ground cover, impervious area, and Hydrologic Soil Group. The coefficients used were analyzed appropriate for the area of this study.

TABLE 3-1 RATIONAL METHOD RUNOFF COEFFICIENTS (POST-DEVELOPMENT)

Land Use	*Curve Number by Soil Type*		
	B	*C*	*D*
Land Cover Category			
Commercial	0.95	0.95	0.95
Bare Soil: Newly Graded Areas	0.10	0.30	0.50
Desert Shrub: 30% to 70% ground cover	0.05	0.10	0.15

Per the new UPDES MS4 permit, new developments shall retain the 80th percentile storm on site. Along with the MS4 permit requirements, the design criteria required by St. George City and implemented by Ensign during the modeling includes:

- Conveyance systems designed for the 100-year, 3-hour storm event.
- Detention designed for the 100-year, 24-hour storm event.
- Post-development discharges not to exceed 0.20 cfs/acre (pre-development = 0.30 cfs/acre)

The following rainfall distribution was used to analyze the system (Rainfall data obtained from NOAA's Atlas 14 Point Precipitation Frequency Estimates system):

TABLE 3-2 RAINFALL DATA

Frequency (years)	Precipitation (inches)
2	1.13
10	1.63
25	1.93
100	2.40

Precipitation depths shown are for a 24-hour time period. NOAA ATLAS 14 point precipitation frequency estimates for the subject site shows a precipitation depth of 1.60 inches for the 10-year, 24-hr storm event.

4.0 PROPOSED DRAINAGE CONDITIONS

The proposed site will be designed to direct runoff from paved and other hardscape areas into curb & gutter and waterways which will be collected in catch basins and discharged into underground detention structures. Once storm water has entered a series of pipes and catch basins, it will be conveyed to two detention structures on-site. Water will then be managed/treated and infiltrated and discharged at a controlled rate into the city's stormdrain system. The pre-development release rate of the system was computed to be 0.30 cfs/acre for the 100-year storm while the post-development release rate will be 0.20 cfs/acre.

The roadways, pipes, structures, and sumps are designed to be able to convey runoff and manage the 100-year, 3-hour storm event.

The site has been designed to detain the 100-year storm event at a 0.20 cfs/acre release rate. There is a totalk of 16.63-acres of contributing area that will be detained. This results in a total allowable release rate of 3.33 cfs $\left(Q_{allowable} = 16.63\ acres\ x\ 0.2\ {}^{cfs}/_{acre} = 3.33\ cfs\right)$ which is less than the pre-developed flow of 4.99 cfs.

Storage volumes to manage the 100-year event is calculated to be 27,166 cu.ft. See appendix B for calculations regarding pre-development areas and flows.

Refer to Appendix A Grading Plan for sub-basin delineation and associated detention structures..

5.0 CONCLUSIONS

The drainage system as outlined will safely convey storm water to and manage on-site storm water. In addition, the design will limit post-construction stormwater flow rates to less than pre-developed rates. All pipe sizes shown are adequate to convey runoff from the 100-year, 3-hour storm event and detention has been sized to manage the 100-year, 24-hr event.

Ensign Engineering

Brennan Rees, EIT
Design Engineer

Robert Q. Elder, P.E.
Principle

6.0 APPENDIX A – OVERALL GRADING PLAN / BASIN DELINEATION

7.0 APPENDIX B – RATIONAL METHOD CALCULATIONS

PRE-DEVELOPMENT

Hotel Site in St. George

PROJECT TITLE: St. George Hotel	PROJECT NUMBER: 10928
LOCATION: St. George, Utah	DATE: 07/28/21
OWNER: New England Alliance, LLC	SHEET: 1 OF 1
DESIGNED BY: B. Rees	CHECKED BY: J. Nowell
APPROVED BY: R. Elder	

AREA CALCULATION

HARDSCAPE AREA :	0.00	acres	runoff coeff. C :	0.95
Offsite	9.54			0.15
NATIVE AREA :	7.09	acres	runoff coeff. C :	0.50
TOTAL AREA :	**16.63**	acres	WEIGHTED C :	**0.30**

RUNOFF CALCULATION

100 Year Design Storm

Allowable Runoff cfs/ac

Total allowable runoff cfs

Time (min)	CA (Acres)	Precipitation (in/hr)	Time (sec)	Cumulative Runoff (ft^3)	Allowed Runoff (ft^3)	Storage (ft^3)
5	4.97	5.8	300	8,655	0	8,655
10	4.97	4.42	600	13,191	0	13,191
15	4.97	3.65	900	16,339	0	16,339
30	4.97	2.46	1,800	22,024	0	22,024
60	4.97	1.52	3,600	27,217	0	**27,217**
120	4.97	0.809	7,200	28,972	0	28,972
180	4.97	0.551	10,800	29,599	0	29,599
360	4.97	0.326	21,600	35,024	0	35,024
720	4.97	0.181	43,200	38,892	0	38,892
1440	4.97	0.1	86,400	42,974	0	42,974

Total Pre-development runoff (cfs) (Cumulative Runoff (ft^3)/ Time (sec)) = 0.50

Total Pre-development total runoff (cfs/ac) = 0.03

POST-DEVELOPMENT

Hotel Site in St. George

PROJECT TITLE: St. George Hotel	PROJECT NUMBER: 10928
LOCATION: St. George, Utah	DATE: 07/28/21
OWNER: New England Alliance, LLC	SHEET: 1 OF 1

DESIGNED BY:	CHECKED BY:	APPROVED BY:
B. Rees	J. Nowell	R. Elder

AREA CALCULATION

HARDSCAPE AREA :	4.85	acres	runoff coeff. C :	0.95
Offsite	9.54			0.15
NATIVE AREA :	2.24	acres	runoff coeff. C :	0.50
TOTAL AREA :	**16.63**	acres	WEIGHTED C :	**0.43**

RUNOFF CALCULATION

100 Year Design Storm

Allowable Runoff 0.2 cfs/ac

Total allowable runoff **3.330** cfs

Time (min)	CA (Acres)	Precipitation (in/hr)	Time (sec)	Cumulative Runoff (ft^3)	Allowed Runoff (ft^3)	Storage (ft^3)
5	7.16	5.8	300	12,450	999	11,451
10	7.16	4.42	600	18,976	1,998	16,978
15	7.16	3.65	900	23,505	2,997	20,508
30	7.16	2.46	1,800	31,684	5,994	25,690
60	7.16	1.52	3,600	39,154	11,988	**27,166**
120	7.16	0.809	7,200	41,678	23,976	17,702
180	7.16	0.551	10,800	42,580	35,964	6,616
360	7.16	0.326	21,600	50,385	71,928	0
720	7.16	0.181	43,200	55,949	143,856	0
1440	7.16	0.1	86,400	61,822	287,712	0
				STORAGE REQUIRED :		**27,166**

Exhibit D
Geotechnical Report

AGEC
Applied GeoTech

GEOTECHNICAL INVESTIGATION

BLACKSTONE HOTEL SITE
WEST PARCEL

250 WEST BLACKRIDGE DRIVE

ST. GEORGE, UTAH

PREPARED FOR:

BLACK RIDGE DEVELOPMENT, LLC
2001 PARK AVENUE
PARK CITY, UTAH 84060

ATTENTION: OSCAR COVARRUBIAS

PROJECT NO. 2211175 **SEPTEMBER 8, 2021**

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EXECUTIVE SUMMARY

1. Two geologic hazards exist at the site which could impact the project. The hazards include the potential for landslide movement and heave due to the highly expansive soil and bedrock.

2. The stability of the slope, upon which the hotel is planned does not meet the minimum standard criteria for stability using saturated soil strengths. AGEC is conducting additional studies to evaluate the stability of the slope incorporating unsaturated strengths of the landslide and undisturbed materials.

3. Due to the expansive characteristics of the on site clay and bedrock, there is the potential for significant heave up wetting of the subgrade soil and bedrock. We understand that the foundation system is planned to be a deep foundation system consisting of caissons or micropiles to address this issue.

4. The subsurface investigation include the drilling of Six borings were drilled at the locations shown on Figure 2. The borings were drilled to depths of 24 to 124 feet below the existing ground surface. The borings were drilled entirely in the landslide deposit. The subsurface profile observed in the borings drilled generally consists clay mixed with rock (talus) overlying mudstone bedrock to the maximum depth investigated. There were layers of sandstone within the mudstone.

5. Groundwater was measured at an elevation of approximately 2,576½ feet, which is approximately 113 feet below the proposed “0" level of the hotel.

6. Detailed recommendations for subgrade preparation, grading, materials, foundations, pavement and drainage are included in the report.

SCOPE OF WORK

This report presents the results of a geotechnical investigation for the proposed Blackstone Hotel to be located in St. George, Utah, as shown on Figure 1. This report presents the subsurface conditions encountered and recommendations for the geotechnical aspects of the project.

Field exploration was conducted to obtain information on the subsurface conditions and to obtain samples for laboratory testing. Results of the field exploration and laboratory testing were analyzed to develop conclusions, professional opinions and recommendations for the proposed development.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report. Our scope of work was conducted in general accordance with our proposal dated April 19, 2021 and signed May 19, 2021.

An additional slope stability report will be provided that will address the landslide hazard.

PREVIOUS STUDIES

AGEC has conducted various levels of studies on the property and adjacent properties since 1998. The following studies were referenced as a part of our study.

1. Blackridge Development, Geologic Hazard Assessment and Preliminary Geotechnical Recommendations, AGEC Project No. 980473, dated March 5, 1999.

2. Blackridge Drive Special Improvement District, AGEC Project No. 981307, dated April 25, 2000.

3. Grading Recommendations and West Slope Grading Recommendations, AGEC Project No. 2991121, dated September 15, 1999 and November 15,1999.

4. Tech Ridge South Access Road, AGEC Project No. 2180187, dated October 19, 2018.

5. Black Stone Hotel, (east parcel), AGEC Project No. 2180187, dated December 14, 2018.

6. Black Stone Hotel Slope Stability Consultation, AGEC Project No. 2180187, dated September 23, 2019.

SITE CONDITIONS

The site consists of a previously graded parcel of undeveloped property in the Black Ridge Development in St. George, Utah. A large amount of soil and bedrock was removed from the site resulting in a relatively level site with a few stockpiles of soil.

The graded area has a significant cut slope along the west side of the property and a moderately steep cut slope along the south portion of the property. The graded area is generally lower through the center of the site with several piles of fill. Due to the lower area, storm water has not been allowed to drain off the property and is generally retained on the site.

A containment area of deposited pieces of asbestos pipe is also located on the property. The area is shown on a recorded survey map included in Appendix A of this report. The asbestos removal and disposal is not included in our scope of work.

There is a roadway, (250 West Street) located along the eastern portion of the site which slopes down from the north to the south to the intersection with Blackridge Drive. The slope, which was cut to grade the roadway is partially lined with stacked basalt boulders.

The property to the south consists of additional hillside and slopes from the top of Tech Ridge to the west down to Blackridge Drive.

The property immediately to the west, above the graded slopes up to the top of Tech Ridge (the previous airport property). The top of the ridge is a basalt capped ridge with talus or littered rocks along the upper slope.

The area to the north is relatively level with additional small knolls and bench areas.

Across 250 West Street to the east is vacant, previously graded property along with two office buildings.

Several photos of the site conditions are included in the appendix.

FIELD STUDY

An engineer from AGEC visited the site on June 14-16, 2021 and observed the drilling of six borings as shown on Figure 2. The borings were drilled utilizing a truck-mounted rill rig equipped with augers and coring tools. Boring B-4 was drilled using a 2½ inch HQ core barrel with a carbide and carbonado bit using mud rotary techniques. The other borings were drilled with auger. The subsurface conditions were logged and samples were obtained.

In addition, five test pits were excavated on July 6, 2021 with a track excavator at the approximate locations shown on Figure 2.

SUBSURFACE CONDITIONS

The subsurface profile observed in the borings drilled and test pits excavated generally consists lean clay mixed with rock (talus) overlying mudstone bedrock, all within the landslide deposit. There were layers of sandstone within the mudstone.

Descriptions of each soil and bedrock type observed follow.

Fill - The fill varies from clayey gravel to lean/fat clay. It contains occasional cobbles and boulders. Consistency appears poorly compacted and is red to brown to purple in color. The clay varies from low to high plasticity. The cobbles and boulders are mixed with basalt and sandstone/shale bedrock chunks.

Lean/Fat Clay (CL/CH) - The lean clay is medium stiff to very stiff and is slightly moist. It is generally medium to highly plastic an red to brown to purple in color.

Clayey Gravel GC) - The clayey gravel is dense and generally dry. The gravel is angular and generally contains cobbles and boulder size particles. It is brown to red in color. The basalt gravel is gray and black in color.

Mudstone Bedrock - The mudstone consists of lean to fat clay with varied amounts of sand. It is soft to moderately hard, slightly moist to very moist to wet, medium to high plastic, and is purple to red to grey in color.

Laboratory tests conducted on samples of the mudstone bedrock indicate in-place moisture contents ranging from 7 to 24 percent, in-place dry densities ranging from 93 to 126 pounds per cubic foot (pcf) and percent passing the No. 200 sieve (fines contents) ranging from 60 to 94 percent. Atterberg Limits tests indicate liquid limits ranging from 53 to 77 percent and plasticity indexes ranging from 37 to 54 percent. Water soluble sulfate tests indicate water soluble sulfate concentrations ranging from

370 to 11,707 ppm. Unconfined compressive strength tests indicate unconfined compressive strengths ranging from 1,540 to 6,900 psf.

Relatively undisturbed, one-dimensional consolidation tests conducted on samples of the mudstone indicate it is non to highly expansive when wetted under a constant pressure of 1,000 psf. Swell percentages up to 7½ percent were measured. Swell pressures ranging from approximately 3 to 13 kips per square foot (ksf) were also measured.

The Logs of Exploratory Borings are shown on Figures 3 to 6. Legend and Notes of the Exploratory Borings are shown on Figure 7. The laboratory test results are also shown on Figures 3 to 6 and are summarized in the Summary of Laboratory Testing, Table 1. The consolidation/swell test results are shown graphically on Figures 8 to 12.

SUBSURFACE WATER

The depth to groundwater was measured on August 11, 2021 (in deeper borings in the area) and found to be approximately 113 feet below the proposed "0" level of the hotel.

PROPOSED CONSTRUCTION

It is currently proposed to develop the site for a resort style hotel. The resort hotel will include a conference center, a restaurant, a gym as well as other amenities. There will also be a below grade swimming pool/spa on the east side of the hotel.

Architectural drawings of the development indicate the hotel will consist of a four-story structure with perimeter parking. The hotel will require excavation on the order of 10 to 15 feet below the existing grade. The front or east side of the hotel will expose the lower level, while the back or west side will be backfilled up to the main or 2nd level.

We understand the upper levels of the hotel will consist of conventional wood framing and we anticipate the below grade portions will utilize reinforced concrete construction. The swimming pool will use a reinforced gunnite shell.

Due to the presence of the underlying expansive soil and bedrock, the buildings and pool will be supported on deep foundation elements consisting of micropiles or drilled concrete piers in conjunction with grade beams and structural floors.

The development will also include underground utilities, asphalt concrete pavement and concrete retaining walls.

Additional details regarding the design, site improvements and building loads are currently not available. If the proposed construction, loading conditions, or grading are significantly different from what is described above, we should be notified so we may reevaluate our recommendations.

GEOLOGIC HAZARDS

Review of geologic hazard mapping by Lund et. al. (2008) and our experience in the area indicate the following conditions that could adversely impact the site:

A. Landslide

The site for the proposed new hotel is located in the lower section of a 300-foot high slope. The lower ⅔ of the slope has been mapped as a landslide deposit. The ground surface of the landslide deposit slopes on average approximately 7:1 H:V (horizontal to vertical). The landslide deposit is estimated to extend up to a depth of approximately 200 feet below the existing ground surface at the site.

Old landslides are often marginally stable and may reactivate with new loadings or other changes in condition that tend to reduce their stability. With the site located on a landslide deposit, the subsurface conditions need to be carefully investigated and the stability of the slope evaluated under static and seismic conditions in order to estimate the risk. The risk of future movement needs to then be recognized, potential impact of ground movement identified, appropriate consideration given to remedial measures and then a decision made if the benefit is worth the risk.

B. Expansive Soil and Bedrock

Geologic mapping indicates that the site is situated where the Chinle Formation, which consists of highly expansive bedrock, is present. It is high plastic and also has a high shrink/swell susceptibility.

SLOPE STABILITY

A. Earlier Evaluations

Earlier studies by AGEC on the stability of the east slope of Tech Ridge (slope on which the hotel is proposed) indicate that the stability of the slope is marginal.

Previous studies included the installment of five inclinometers. The inclinometers were installed in order to determine if movement is occurring on the slope, five inclinometers were installed in 2007 on the east slope of Tech Ridge extending to depths of 92 to 250 feet. When measured in 2018, four of the five inclinometer measurements indicated that there had been no movement since 2007. Ground movement was measured in 2011 at multiple depths in the inclinometer north of the proposed hotel site. The inclinometer was located immediately west of the vacant fast food restaurant located at 1090 South Bluff Street.

With the lack of measured movement in the four inclinometers over a time period of 10½ years, along with the lack of surficial evidence of movement, it appears that the portion of the slope, for this project, is currently maintaining its stability. Using the information available from our subsurface exploration, the laboratory test results and our experience in the area, it is our professional opinion that the stability of the slope is marginal even with the lack of apparent movement.

B. Site Specific Stability

Based on our experience in the area along with the information that we have gathered from studies on this landslide, we have analyzed the stability of the slope in the area of the proposed hotel.

1. Prior Slope Modifications

   A number of years ago, a relatively large amount of soil and bedrock was removed from the area currently proposed for the hotel and placed on the lower portions of the slope (east of the hotel site). These changes have not significantly changed the stability of the slope.

2. Proposed Site Grading

   The ground surface profile proposed for the hotel, does not change the stability of the slope.

3. Stability Analysis

   The stability analysis indicates the following:

   a. A calculated factor of safety using saturated soil and bedrock strengths is near 1. A factor of safety on the order of 1.5 is typically desired for slopes upon which human occupied improvements are constructed when using saturated soil and bedrock strengths. Lower factors of

safety can be considered appropriate when weaker strengths are included in the analysis.

b. Changes in the internal conditions and the surficial geometry modifications may improve or reduce the ability of the slope to maintain its stability.

4. Possible Impact of Current Conditions

Assuming that strength characteristics of the landslide mass have improved (soils behaving as if they are unsaturated) since the ancient landslide movements occurred, overall calculated stability of the slope is estimated to increase approximately 20 to 30 percent.

The stability under a seismic event, assuming the improved strength characteristics described above, is estimated to have a safety factor of less than 1. A major seismic event could potentially result in displacement of the slope.

The potential increase in the calculated safety factor using un-saturated soil strength needs further evaluation and substantiation in order to quantify this improvement.

5. Other Mitigating Factors

If the decision is made to continue with further design and potential construction of the hotel at this location, we recommend that the following items be considered:

a. Minimize, if not eliminate the introduction of moisture into the subgrade. This could be accomplished by,

i. Collecting and transporting surface drainage off of the site in water tight storm drainage systems. This type of construction is not standard and therefore it would require specific attention to verify that the improvements are water tight.

ii. Water ways should be lined to prevent seepage into the ground.

iii. Measures need to be taken to eliminate the potential for water to pond on the slope.

b. Positive steps would need to be taken on other improvements on the landslide mass to help maintain the overall stability of the slope.

RECOMMENDATIONS

Based on our experience in the area, subsurface conditions encountered, laboratory test results, and proposed construction, the following recommendations are provided:

A. Site Grading

Based on the subsurface conditions observed and the proposed grading, the following recommendations are provided.

1. Subgrade Preparation

a. General: Prior to placing site grading fill or concrete, the existing sparse vegetation should be removed. The piles of fill and boulders should also be removed.

b. Flatwork and Pavement Support: We recommend removing the existing fill, which appears to vary from 1 to 4 feet prior to placing additional fill in

these areas. We anticipate improvements (pool and decking) will be supported on deep foundation elements.

The Asbestos Deposit area subgrade preparation will be addressed by others.

We recommend flatwork and pavement be supported on an appropriate thickness of non-expansive, low permeable fill. The thickness of low permeable fill should be based on the acceptable magnitude of potential differential vertical movement.

The low permeable fill layer is intended to reduce the risk of wetting the expansive soil/bedrock. Strict site drainage is critical to the satisfactory performance of flatwork, pavement and other movement sensitive surface supported features. The estimated potential surface heave associated with corresponding overexcavation depths are provided in the following table.

Thickness of Non-Expansive Low Permeable Fill (feet)	Estimated Potential Differential Vertical Slab Movement (inches)
0	3½ to 5
2	2½ to 3¾
4	2 to 3
6	1½ to 2½
8	1¼ to 2
10	1 to 1½
12	¾ to 1¼
14	¾ to 1
16	½ to ¾

As a minimum, we recommend at least 5 feet of non-expansive, low permeable fill be placed above the mudstone bedrock in areas which will support flatwork or pavement. The risk of heave potential may also be reduced by increasing the overexcavation depth and providing strict drainage.

Buildings: Buildings will be supported on deep foundation elements with raised structural floors. Therefore, removal of fill or mudstone is not critical under building areas unless slab-on-grade floors will be considered.

Lateral Extent: All overexcavation and subgrade preparation procedures should extend at least 5 feet beyond the perimeter of the proposed construction. Excavations should be located by survey.

2. Excavation/Earthwork

Excavation of the on-site soil and soft bedrock at the site may be accomplished with typical excavation equipment. The drilling of the soil and bedrock encountered to the depths investigated may be performed with typical rotary drilling equipment. Difficulty may be encountered when drilling through cobbles and boulders which are present in the fill and talus. Loss of drilling fluid may also occur due to the presence of voids in the fill.

3. Grading Slopes and Trenches

Permanent cut slopes excavated into the overburden soils should be cut no steeper than 2:1 (Horizontal:Vertical). Permanent cut slopes into the soft mudstone bedrock should be cut no steeper than 1:1 (Horizontal:Vertical).

It has been our experience that the mudstone surface will dry to a "pop corn" texture and ravel resulting in deposition of material at the toe until an approximate 2½:1 slope is achieved over time. To improve performance of steeper cut slopes in the mudstone, slope facing should be considered along

with strict site drainage away from the slope and implementation of desert landscaping.

Facing could consist of large stacked boulders, precast concrete blocks or reinforced gunnite facing attached with soil nails. A drain should also be constructed behind the facing to reduce the potential for water accumulation and buildup of hydro-static pressure. If these options will be considered, AGEC should be contacted to provide further consultation.

Unretained fill slopes constructed with properly compacted on-site soil should be graded no steeper than 2:1 (horizontal to vertical). Slopes should include benches in accordance with the 2018 IBC. The cut and fill slopes will be highly susceptible to erosion, particularly resulting from run off from the adjacent slopes. Water should be directed around slopes using drainage swales to reduce potential erosion.

Fill slopes should be graded by overbuilding and then cutting them back to the desired grade to provide a compacted slope face. Fill placed on existing slopes steeper than 4:1 (horizontal to vertical) should be placed using a benching procedure. Benches should be of sufficient width to allow adequate area for the compaction equipment.

Utility trenches excavated in the on-site soils should be excavated in accordance with OSHA requirements using a OSHA Soil Class C (1½:1 Horizontal:Vertical) for overburden soils and soft mudstone. Steeper trenches may require the use of shoring or a trench box to provide as safe work environment. Safe trench excavation is the responsibility of the contractor.

4. Compaction

Compaction of fill materials placed at the site should equal or exceed the following percentages when compared to the maximum dry density as determined by ASTM D-698 or ASTM D-1557:

Area	Percent Compaction ASTM D-698*	Percent Compaction ASTM D-1557**
Subgrade	95	90
Site grading	95	90
Slabs (base course)	Does not apply	95
Utility trench backfill	95	90
Wall Backfill	95	90

* Fine-grained low permeable fill/processed mudstone.
** Granular site grading fill/granular low permeable fill/structural fill.

Prior to placing approved fill, the exposed subgrade should be moisture conditioned and compacted as recommended above. Fill should be placed in lifts which do not exceed the capability of the equipment used. Generally 6 to 8 inch lifts are adequate for heavy rubber tire equipment. Lift thicknesses should be reduced to 4 inches for hand compaction equipment.

Fill materials should be properly moisture conditioned prior to placement. Fine-grained soil, low permeable fill and processed mudstone or mudstone/sand mixture should be moisture conditioned to 2 to 4 percentage points over the optimum moisture content as determined by ASTM D-698. Granular soil should be moisture conditioned to within 2 percentage points of the optimum moisture content as determined by ASTM D-1557. Each lift of fill placed should be tested to verify moisture content and compaction are appropriate.

5. Materials

Recommendations for imported fill types follow. If structural floors are used, the type of fill placed under the buildings is not critical. Imported fill should be non-expansive and meet the following recommendations.

Area	Fill Type	Recommendations
Footings/pads/site	Structural and site grading fill	-200 <35%, **LL** <30% Maximum size: 4 inches Solubility < 1%
Under slabs/flatwork	Base course	-200 <12% Maximum size: 1 inch
Drains	Gravel	1 inch max size -200 <5%

-200 = Percent Passing the No. 200 Sieve
LL = Liquid Limit

The existing site grading fill is variable in plasticity and portions are expansive. The on site fill is suitable for use as site grading fill, wall backfill and utility trench backfill in areas which will support hard surfaces and pavement at depths greater than 5 feet below the finished grade.

If portions of the onsite fill appear low plastic, it may also be suitable for use as fill extending to the surface, but observation and additional testing would be necessary. Alternatively, the fill may be mixed with imported, non-expansive fill or imported soil would be placed to support in the upper 5 feet of the profile.

The on-site mudstone is not suitable for use wall backfill or as fill in structural areas or areas which will support hard surfaces and pavement. It may be used as fill in landscape areas or it should be disposed of offsite.

The potential impact of the expansive characteristics of the underlying clay and mudstone can be reduced by protecting the soil and bedrock from becoming wet. Placement of relatively low permeable fill above the expansive materials can help reduce the possibility of water coming in contact with the expansive materials. The low permeable fill supporting these areas is intended to provide a low permeable zone to reduce the potential for water to infiltrate and wet the underlying subgrade. If the expansive subgrade below the low permeable fill is wetted, surface heave will occur. This will result in reduced flatwork and pavement life.

Low permeable fill used to replace removed mudstone should meet one of the following set of criteria.

Liquid Limit (%)	Percent Passing the No. 200 Sieve
45 +	15-20
30-45	20-40
0-30	30-100

The onsite fill soil mixed with some imported, non-expansive, granular fill will likely meet the low permeable fill requirements at a ratio of 1 part granular soil to one part of the onsite fill. The mixture should be tested by AGEC to verify its engineering characteristics prior to use as fill.

6. Drainage

The following drainage recommendations should be implemented to reduce the potential for wetting of the underlying expansive soil and bedrock.

a. Positive site drainage away from foundations should be maintained during the course of construction.

b. After construction has been completed, positive drainage of surface water away from the buildings should be maintained throughout the life of the structure. We recommend a minimum slope of 6 inches in the first 10 feet from the perimeter of the structure. In no case should water be allowed to pond adjacent to foundations.

c. Desert landscaping, which requires no water, should be implemented. Grass should not be used. Rock mulch and turf are recommended.

d. Rain gutters should be utilized and roof down spouts should be piped to discharge to the storm drain system. This will require design of buried discharge pipes with flexible watertight connections.

e. If planters are used, they should be underlined by a impermeable membrane which is sloped to a discharge pipe which discharges water to storm drain.

f. We also recommend that desert landscaping, which requires no water, be used adjacent to concrete walls and masonry walls or other cement containing elements which will be backfilled. Further, the below grade portions of walls/fences which are backfilled with soil should be protected with an impermeable membrane and a subsurface drain. A gravel covered, perforated PVC pipe should also be placed at the base of the wall to carry water to a discharge point. This is intended to reduce the potential for salt weathering on concrete/masonry.

7. Subsurface Drainage Protection

As a precautionary measure, the crawl space and below grade portions of the hotel and parking structure should be protected from potential infiltration of surface water by constructing a perimeter subsurface drain around the crawl space of the building.

The drain system should consist of a 1 foot wide trench excavated around the outside perimeter of the grade beam/walls supporting the buildings. The trench should be excavated to a depth of at least 2 feet below the crawl space depth. A 4-inch perforated PVC pipe should be placed in the bottom of the trench and covered with free-draining gravel to within 2 feet of the ground surface. Prior to backfilling, Mirafi 140N filter fabric should be placed over the gravel. The perimeter drain trench and the grade beams should be backfilled with properly compacted, low permeable fill above the gravel to reduce the potential for surface water infiltration directly to the crawl space between the beams and the trench.

The drain pipe should be placed in the bottom of the drain trench and sloped at a 2 percent grade (minimum) to drain by gravity or to a sump and discharge to the storm drain system.

B. Foundations

We recommend the proposed hotel, parking structure, pool and pool decking be supported on deep foundation elements which will extend support of the structures through any existing fill and the active zone of the expansive materials down to the underlying "non-active" mudstone. The deep foundation elements should extend at least 30 feet into the underlying expansive mudstone and be designed by a structural engineer according to the parameters provided in Table 2 of this report. Grade beams should be utilized to span the distance between piers and support a structural floor with a crawl space below. The following recommendations should be followed for the design and construction of the deep foundation system.

1. <u>Micropile Design</u>
   a. Minimum length = 30 feet.

   b. End bearing should not be considered for micropile capacity. Capacity of micropiles will be developed through skin friction.

c. The micropiles should be structurally reinforced to resist tensile forces on the pile due to upward skin friction (uplift) which could result if the mudstone is wetted and swells. The tensile force may be calculated utilizing at least 10 feet of pile length with an ultimate skin friction of 1,000 psf. A "greased PVC bond breaker" may also be considered to reduce uplift forces on the micropiles.

d. The micropile should be designed for a minimum dead load of 3,000 pounds. If the minimum dead load cannot be met and piles are spaced as far apart as practical, the length should extend beyond the minimum penetration to make up the dead load deficit. This can be accomplished by using the appropriate resisting ultimate skin friction as given in Table 2.

e. Care should be taken to assure the micropiles are not over-sized (mushroomed) at the ground surface, which could provide an area where swelling soil/rock could exert uplift forces on the piles.

f. The water cement ratio of the grout should be on the order of 0.45 to 0.50. This should be verified during construction using a grout scale to verify the grout has a specific gravity on the order of 1.8 to 1.9. The grout volume should be recorded for each micropile constructed to ensure the appropriate volume is placed.

g. Grout should be placed in the micropiles the same day they are drilled using a tremmie pipe which extends to the bottom of the drill hole. The tremmie pipe should be raised as the grout is placed to ensure the element is free of voids. If water enters the drill holes, it would be necessary to place grout immediately after the drill hole is completed using a tremmie. The tremmie will also displace water out of the hole

as grout is placed. Failure to place grout the day of drilling may require re-drilling for additional bedrock penetration.

h. Micropile holes should be observed during drilling to verify depth. If air rotary methods are used, they can also be inspected to verify caving does not occur below the ground surface which could also result in additional uplift forces.

j. "Centralizers" should be used on the micropile steel reinforcing bar at approximately a 5 to 7 foot spacing to ensure the appropriate grout cover on the reinforcing.

2. Drill Pier Design

a. Minimum length = 30 feet.

b. Capacity of drilled piers may consider end bearing and skin friction to determine capacity. The end bearing capacities provided in Table 2 are allowable and include a factor of safety of 2.0.

c. The drilled piers should be structurally reinforced to resist tensile forces on the pier due to upward skin friction (uplift) which could result if the mudstone is wetted and swells. The tensile force may be calculated utilizing at least 20 feet of pier length with an ultimate skin friction of 1,000 psf.

d. The foundation elements should be designed for a minimum dead load of 10,000 psf. If the minimum dead load cannot be met and piers are spaced as far apart as practical, the length should extend beyond the minimum penetration to make up the dead load deficit. This can be accomplished by assuming an appropriate resisting ultimate skin friction as given in Table 2.

e. Care should be taken to assure the drilled piers are not over-sized (mushroomed) at the ground surface, which could provide an area where swelling soil/rock could exert uplift forces on the piers.

f. The concrete volume should be recorded for each pier constructed to ensure the appropriate volume is placed.

g. Concrete should be placed in the piers the same day they are drilled using a tremmie pipe which extends to the bottom of the drill hole. The tremmie pipe should be raised as the concrete is placed to ensure the element is free of voids. If water enters the drill holes, it would be necessary to place concrete immediately after the drill hole is completed using a tremmie. The tremmie will also displace water out of the hole as concrete is placed. Failure to place concrete the day of drilling may require re-drilling for additional bedrock penetration.

h. Drilled pier holes should also be inspected to verify caving does not occur below the ground surface which could also result in additional uplift forces. Casing the drill hole may be necessary if the caving occurs to ensure a straight shaft with a consistent diameter. Pier holes must also be inspected to ensure they are cleaned and free of loose or disturbed soil.

i. Concrete coverage should be verified on reinforcing cages by placing spacers on the outside of the reinforcing cage to ensure it is not touching the drill hole side wall.

C. Floor System and Construction Details

1. Structural Floor/Beams/Crawl Space

Structural floors (including entries, porches and patios), supported on grade beams should be supported on deep foundation systems.

We recommend that a minimum 24-inch crawl space be provided below structural floors. Proper ventilation of the crawl space is critical and the ventilation system should be designed by the appropriate design professional.

A minimum 12-inch void space should be provided below the grade beams to allow the expansive mudstone to swell without exerting uplift forces on the grade beams. The void space should be protected prior to backfilling the exterior grade beams to ensure the void space is not compromised. We also recommend low permeable fill be used as backfill adjacent to the beams to reduce the potential for infiltration and migration of water to the crawl space. Proper compaction and moisture conditioning of the backfill is critical.

2. Vapor Barrier

A vapor barrier should be placed on the bottom of the crawl space, attached to the exterior grade beams using a water resistant attachment system to reduce moisture in the crawl space.

3. Plumbing and Utility Lines

Plumbing lines and utility lines should be hung from the floor when a pier/pile foundation system is utilized. Plumbing lines should have flexible joints where connections are made. A 12-inch void space should also be provided below plumbing where it crosses below grade beams.

4. Exterior Flatwork

The owners should be aware that exterior flatwork may move where expansive materials are present. To reduce concerns for flatwork movement causing distress to the structures, the flatwork should be separated from the main structure and allow for unrestrained vertical movement. This generally is accomplished by providing a construction joint between the concrete flatwork and the wall/slab with a heavy felt board.

A 4-inch layer of properly compacted base course should be placed below slabs to provide a firm and consistent subgrade and to promote even curing of the concrete.

Use of pavers or compacted decorative gravel in lieu of concrete flatwork may also be considered. Pavers or gravel will allow for some movement if the supporting subgrade heaves.

5. Exterior Porches

Exterior porches, patios and overhangs that are structurally tied to the remainder of the building should be supported by the same foundation system as the building.

D. Pool Construction Details

1. Pool Structural Floor

The shell of the pool should be structurally reinforced to span the distance between the piers. We recommend a minimum 2- inch void be provided below the pool to prevent expansive materials from exerting uplift forces on the pool. A void box should be placed in the bottom of the pool excavation prior to placing plumbing and rebar, or spraying gunnite to allow for construction above the void below the pool.

As an alternative, the bottom of the pool may be constructed as a structural floor supported on the piers using V-decking with a crawl space (This is the preferred method). The raised structural floor should be supported on grade beams. We recommend that a minimum 24-inch crawl space and access be provided below the structural floor. A 12-inch void space should be provided below the grade beams to allow the expansive materials to swell without exerting uplift forces on the grade beams. Subsequent to removing concrete forms from grade beams, the void should be inspected by AGEC to ensure the proper void space is provided.

2. Pool Plumbing and Utility Lines

Plumbing lines and utility lines should be hung from the floor when a pier foundation and structural floor system is utilized or placed above the void box (if used) to prevent crushing of the piping or connections.

Plumbing lines should have flexible joints where connections are made. A 12-inch void space should also be provided below plumbing where it crosses below grade beams. Exterior plumbing lines may be run inside a larger pipe conduit to allow for some movement without negatively affecting the plumbing lines. Plumbing lines should be tested prior to operation.

3. Pool Decking

Due to the presence of the underlying fill and expansive materials, we recommend the pool decking consist of a raised structural slab supported on deep foundation elements.

If slab-on-grade pool decking will be considered, the subgrade supporting the decking should be prepared as recommended in the Subgrade Preparation section of this report for "Flatwork". The owner should be aware that exterior

flatwork will likely heave (as stated in the Subgrade Preparation section of this report).

Slab-on- grade pool decking should be separated (free vertical movement) from the main structure of the pool and should not be tied directly to the pool shell or to adjacent buildings. This is recommended to allow for unrestrained uplift of the pool decking so as not to affect the main structure of the pool. This generally is accomplished by providing a construction joint between the concrete flatwork and pool or building with a heavy felt board.

The pool decking should be sloped away from the pool to provide adequate drainage. We also recommend constructing a water-tight concrete gutter system (depression) or drain around the pool decking to catch runoff water, divert it around the pool, and discharge off site. Joints or seams in the pool decking should be sealed to reduce infiltration of surface water.

A 4-inch layer of properly compacted base course should be placed below slabs to provide a firm and consistent subgrade and to promote even curing of the concrete.

E. Lateral Earth Pressures

1. Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. We recommend basement walls or below grade beams be designed in an at-rest condition. Walls where lateral movement is not tolerable should also be designed in the at-rest condition.

The values listed below assume a horizontal surface adjacent the top and bottom of the wall.

	Active Condition		At-Rest Condition		Passive Condition
Soil Type	Equivalent Fluid Weight	Earth Pressure Coefficient	Equivalent Fluid Weight	Earth Pressure Coefficient	Equivalent Fluid Weight
Imported Granular Backfill	35 pcf	0.28	55 pcf	0.44	325 pcf
On-site Clayey Fill Soil	45 pcf	0.38	65pcf	0.54	225 pcf

The above values account for the lateral earth pressures due to the soil and level backfill conditions and do not account for hydrostatic pressures or surcharge loads.

Lateral loading should be increased to account for surcharge loading using the appropriate earth pressure coefficient and a rectangular distribution if structures are placed above the wall and are within a horizontal distance equal to the height of the wall. If the ground surface slopes up away from the wall, the equivalent fluid weights should also be increased.

Care should be taken to prevent percolation of surface water into the backfill material adjacent to the retaining walls. The risk of hydrostatic buildup can be reduced by placing a subdrain behind the walls consisting of free-draining gravel wrapped in a filter fabric.

2. Seismic Conditions

Under seismic conditions, the equivalent fluid weights should be modified as follows according to the Mononobe-Okabe method assuming a level backfill condition:

Lateral Earth Pressure Condition	Seismic Modification (2% PE in 50 yrs)
Active	9 pcf increase
At-rest	no increase
Passive	18 pcf decrease

The seismic increases and decrease assume a peak ground acceleration (PGA) of 0.23g and a 1 second period ground acceleration (S_1) of 0.17g using the Mononobe-Okabe pressure distribution.

3. Safety Factors

The values recommended assume mobilization of the soil to achieve the assumed soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

F. Seismicity, Liquefaction and Faulting

1. Seismicity

Listed below is a summary of the seismic site parameters.

Description	Value - Seismic Event (2% PE in 50 yrs)
2018 IBC Seismic Site Class	C
PGA	0.23g
S_s	0.51g
S_1	0.17g
F_a	1.38
F_v	2.27
F_{PGA}	1.37

2. Seismic Design Considerations

Based on the subsurface conditions anticipated, a ground motion hazard analysis as per ASCE 7-16 is not required by the 2018 International Building Code. A 10 percent decrease in design seismic load might be achieved if shear wave velocities are measured on site. If this is requested, we propose to perform a Refraction Microtremor (ReMi) survey to measure subsurface shear wave velocity

3. Liquefaction

Based on subsurface conditions encountered in the boring, the subsurface soils observed are non-liquefiable during a severe seismic event.

4. Faults

Based on review of available geologic literature, there are no mapped faults extending through the site.

G. Soil Corrosion

Our experience in the area and laboratory test results indicates the on-site soil and bedrock contain sulfate concentration corresponding to a "moderate" to "severe" potential sulfate attack on concrete exposed to these materials. Therefore, we recommend concrete elements that will be exposed to the on-site soils be designed in accordance with provisions provided in the American Concrete Institute Manual of Concrete Practice (ACI) 318-11. Tables 4.2.1 and 4.3.1 of ACI 318-11 should be referenced for design of concrete elements utilizing a Sulfate Exposure Class of S2, and a sulfate exposure severity of "severe".

Consideration should also be given to cathodic protection of buried metal pipes. We recommend utilizing PVC pipes where local building codes allow.

H. Pavement

Based on the subsoil conditions encountered and the laboratory test results, the following recommendations are given:

1. Analysis

The flexible pavement analysis is based on AASHTO design methods and a 20-year design life. The rigid pavement is based on AASHTO and PCCA design methods and a 20-year design life.

2. Subgrade Support

Our design assumes a properly prepared subgrade as recommended in the Subgrade Preparation section of this report. The subgrade preparation varies depending on the location on the site. Prior to base course or pavement or grading fill, the subgrade should be prepared as recommended in the Subgrade Preparation section of this report.

3. Pavement Thickness

Based on the anticipated traffic, the following pavement sections are recommended.

	Rigid Pavement		Flexible Pavement	
Area	Portland Cement (inches)	Base Course (inches)	Asphaltic concrete (inches)	Base Course (inches)
Light Duty Parking	--	--	2½	8
Entrances and dumpster pad	4	4	3	12

4. Pavement Materials

a. *Flexible Pavement (Asphaltic Concrete)*

The pavement materials should meet AASHTO, St. George City specifications for gradation and quality. The pavement thicknesses indicated above assume that the base course is a high quality material with a CBR value of at least 80 percent. Asphalt material should have a Marshal stability of at least 1,800 pounds.

b. *Rigid Pavement (Portland Cement Concrete)*

The pavement thicknesses indicated assumes that the concrete will have a 28-day compressive strength of at least 4,500 psi.

5. Jointing

Joints for concrete (rigid) pavement should be laid out in a square or rectangular pattern. Joint spacings should not exceed 30 times the thickness of the slab. The depth of joints should be at least one-quarter of the slab thickness.

6. Drainage

The collection and diversion of drainage away from the pavement surface is extremely important to the satisfactory performance of the pavement section. Proper drainage should be provided. We further recommend proper pavement maintenance to extend the pavement life.

I. Design Review/Construction Observation

Design review and construction observations are recommended to verify the recommendations in this report are properly implemented and followed. In order to provide a foundation compliance report as required by the St. George City, we recommend the following be done as a minimum:

1. Review the foundation plan and design to verify the geotechnical aspects of the design were correctly and properly included.

2. Observe on a full time basis the drilling and construction of the micropiles and piers including reinforcement and concrete placement.

3. Observe the reinforcing steel in the grade beams.

4. Verify the proper void space is provided below the grade beams.

5. Conduct special inspections as required by the St. George City, the 2018 International Building Code and the Structural engineer.

The above observations will be conducted by qualified individuals and according to standard test methods (ASTM, ICBO, ICC, etc.).

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the borings drilled, geologic literature, laboratory test results, engineering analysis and our experience in the area. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface soil or groundwater conditions are found to be different from what is described in this report, we should be notified to reevaluate the recommendations given.

If you have any questions or we can be of further service, please call.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



G. Wayne Rogers, P.E.

Reviewed by: Arnold DeCastro, P.E.

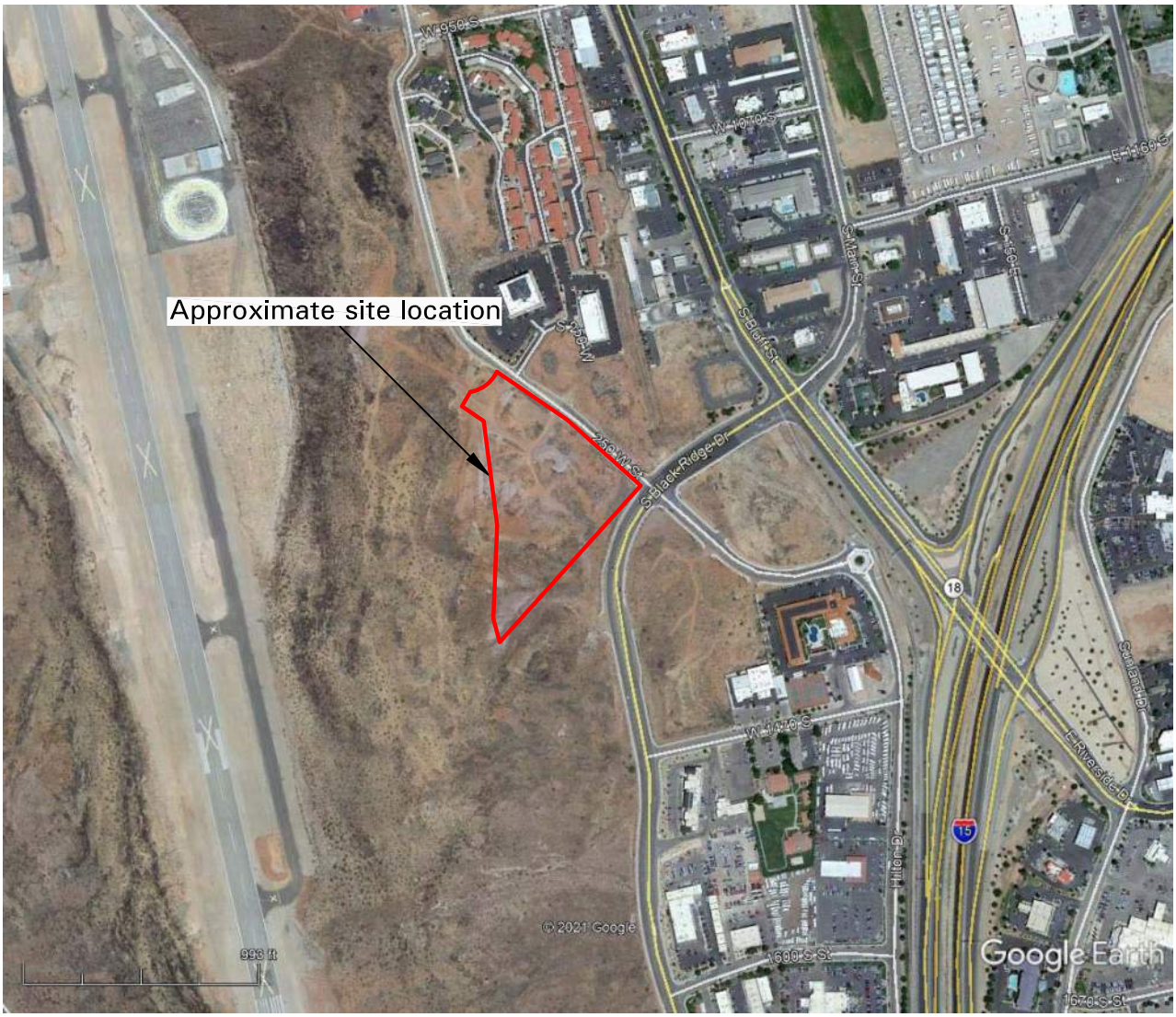
Reviewed By: James E Nordquist, P.E., D.G.E.

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GEOLOGIC LITERATURE REFERENCES

"Geologic map of the St. George quadrangle, Washington County, Utah", Hayden, J.M., Willis, G.C., 2011, Utah Geological Survey map, 251DM.

"Geologic hazards and adverse construction conditions, St. George-Hurricane Metropolitan Area, Washington County, Utah", Lund, W.R., Knudsen, T.R., Vice, G.S., and Shaw, L.M., 2008, Utah Geological Survey Special Study 127, variously paginated, 14 plates, scale 1:24,000.



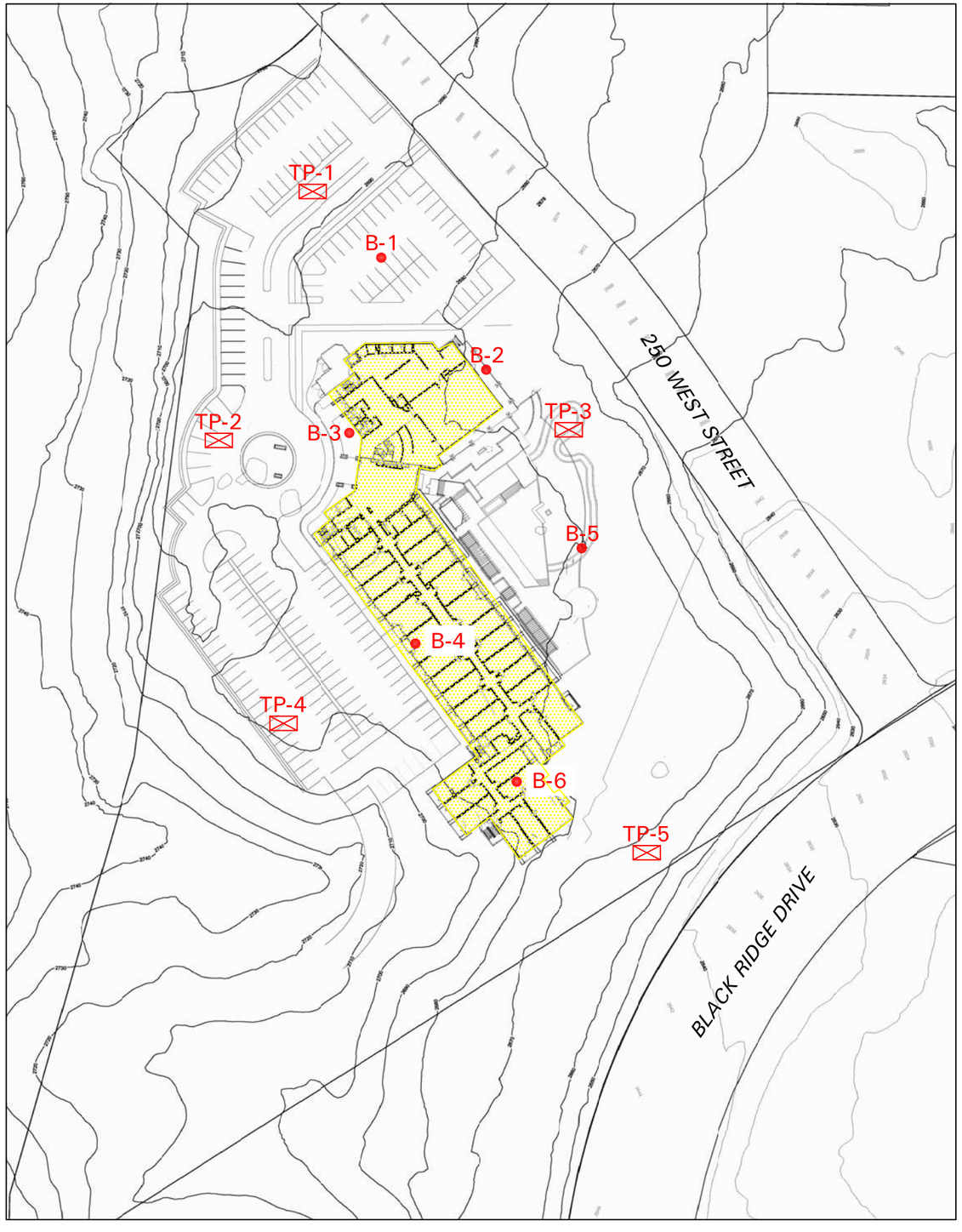
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Not to Scale

BLACKSTONE HOTEL
WEST PARCEL
ST. GEORGE, UTAH

2211175	AGEC	Vicinity Map	Figure 1

BLACKSTONE HOTEL WEST PARCEL
ST. GEORGE, UTAH



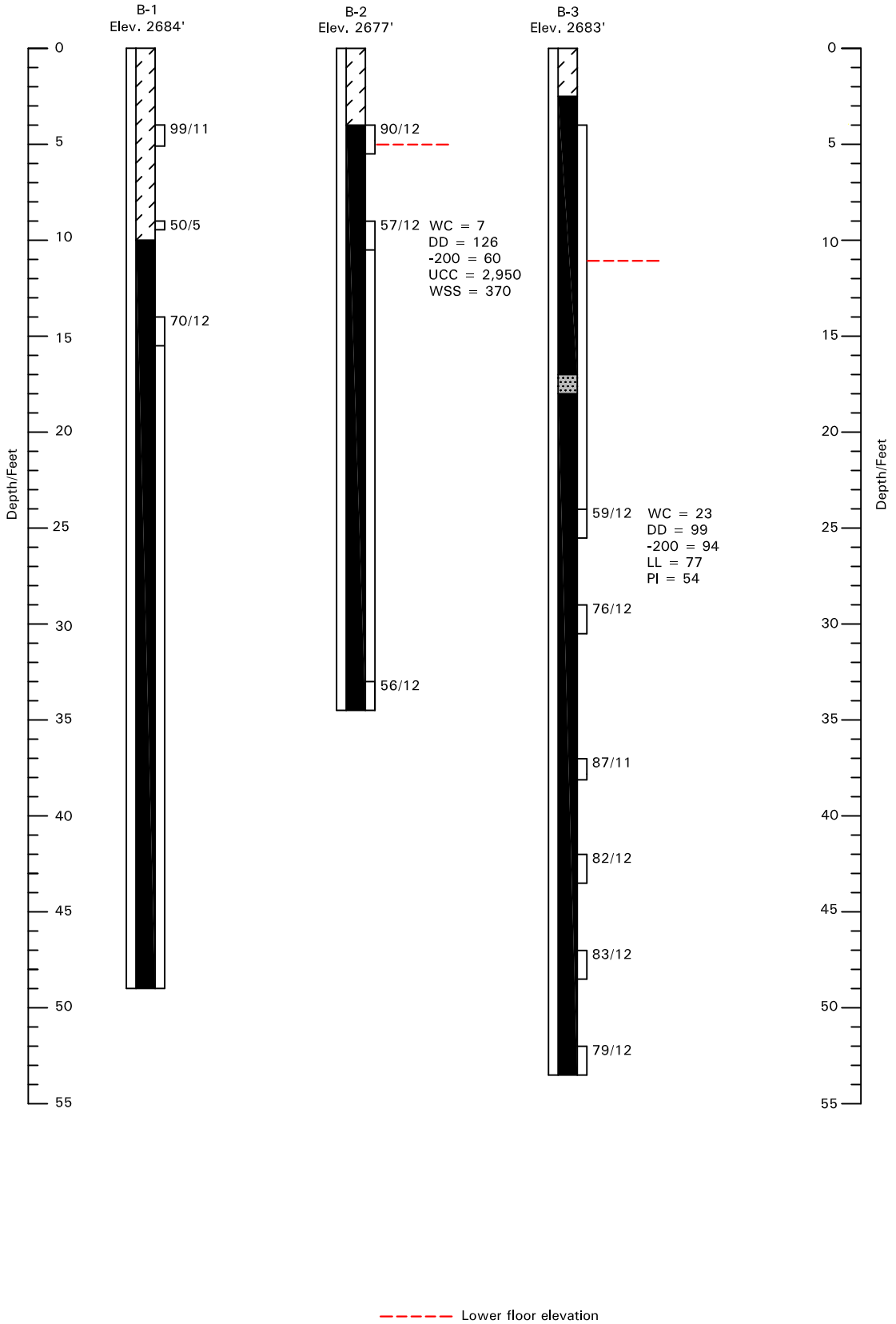
- Approximate boring location
- Approximate test pit location
- Proposed Hotel

N

0 80 160 feet

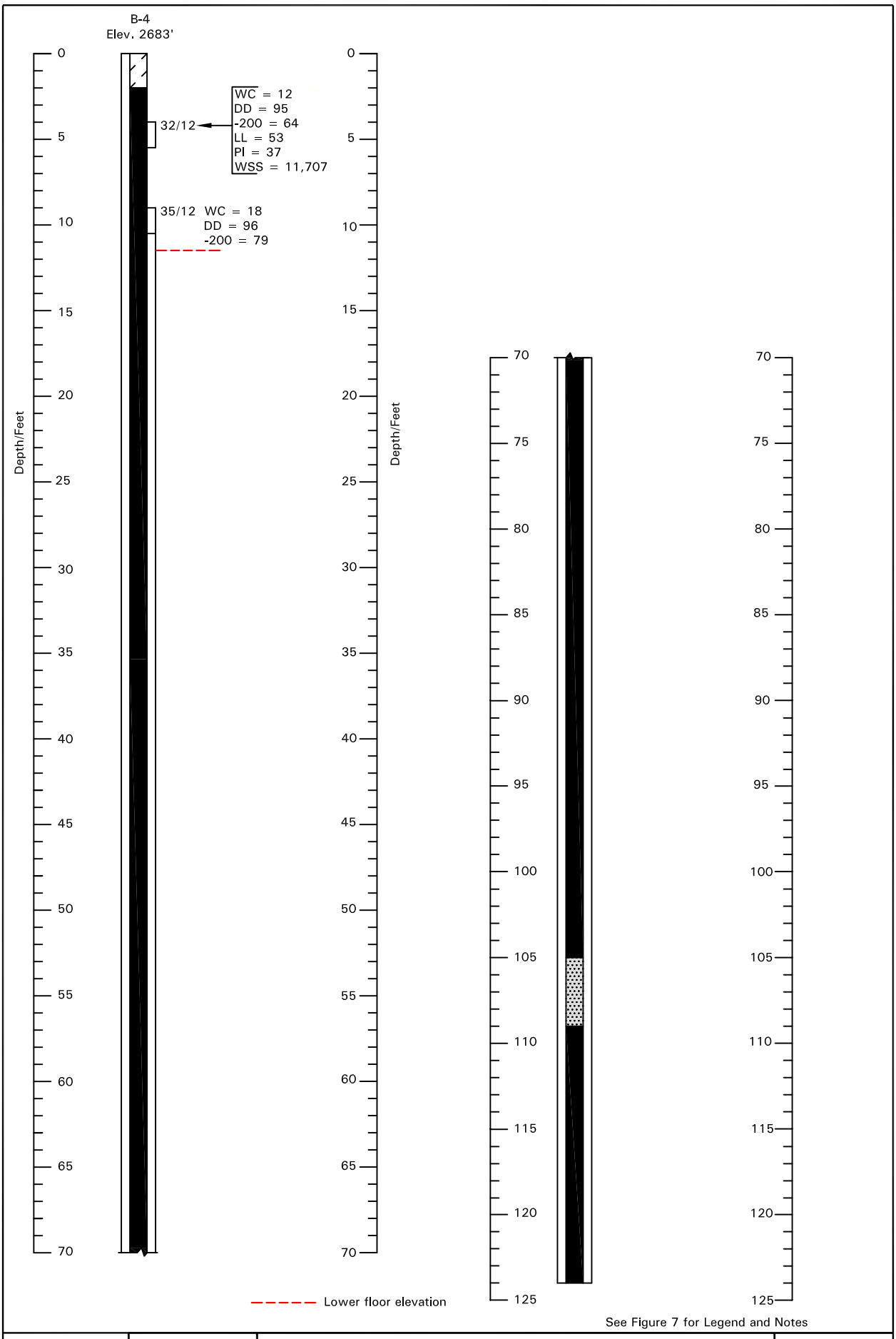
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2211175	AGEC	Site Plan	Figure 2

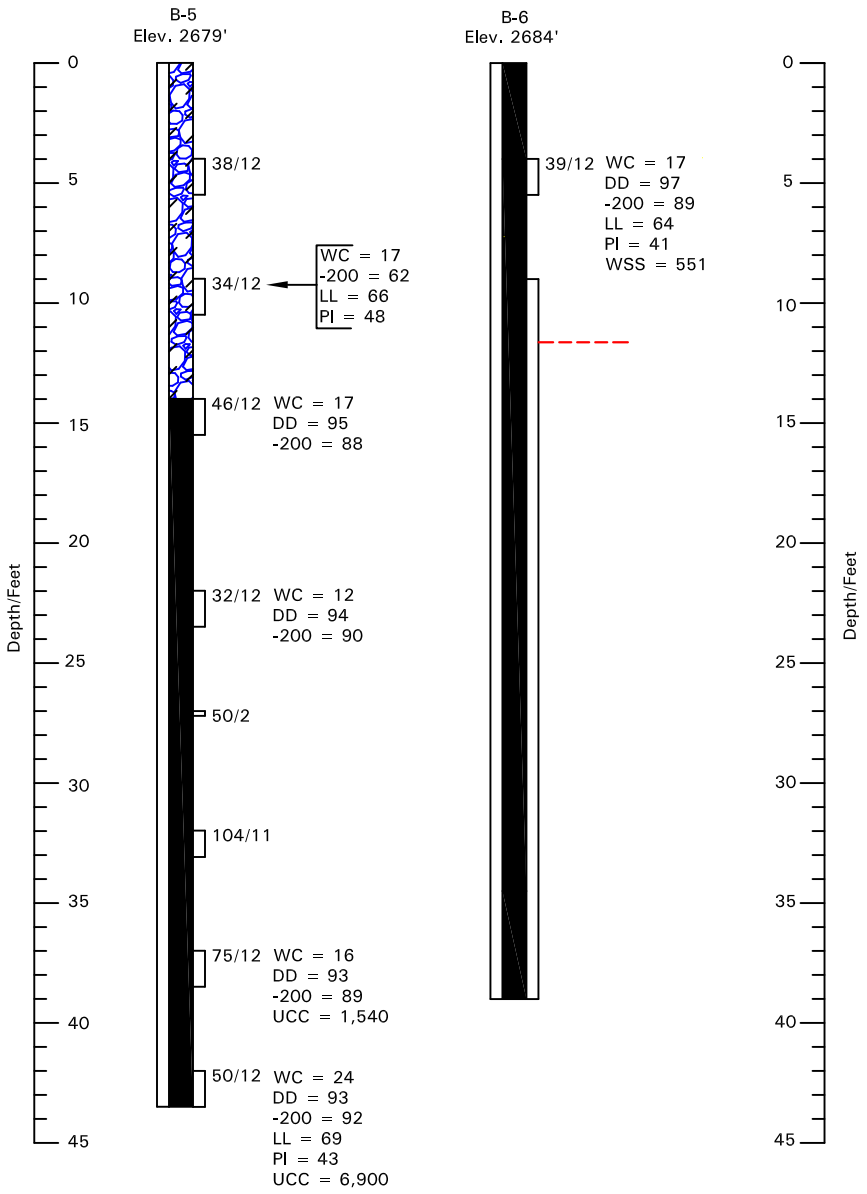


See Figure 7 for Legend and Notes

2211175	AGES	Logs of Exploratory Borings	Figure 3



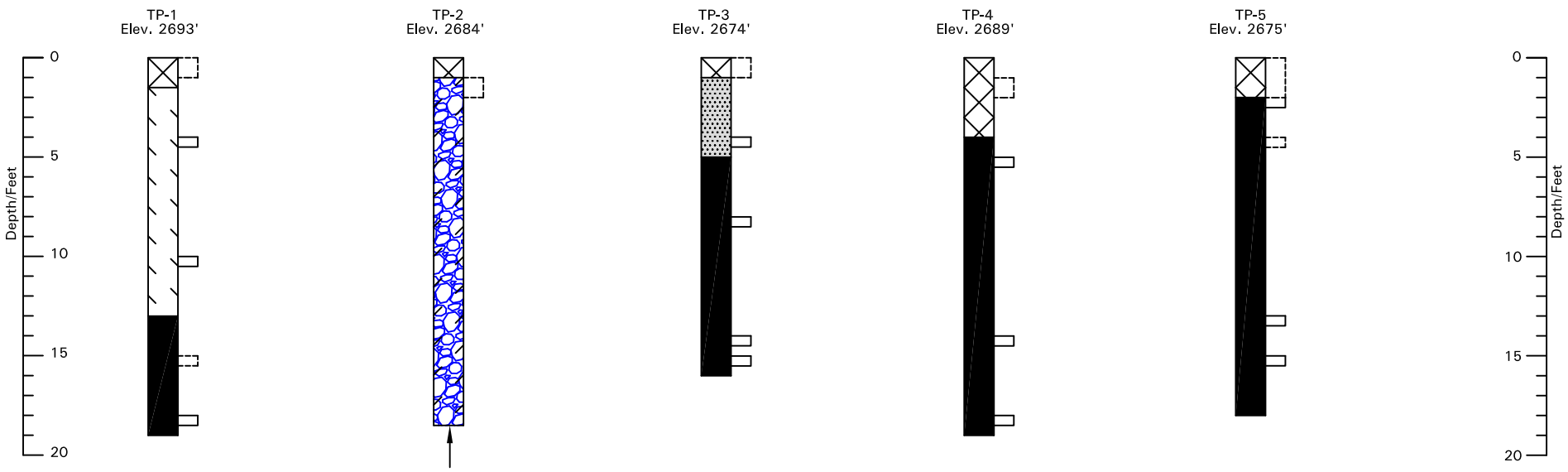
2211175	AGES	Logs of Exploratory Borings	Figure 4



Lower Floor Elevation.

See Figure 7 for Legend and Notes

2211175	AGES	Logs of Exploratory Borings	Figure 5



See Figure 7 for Legend and Notes

2211175	AGEC	Logs of Test Pits	Figure 6

LEGEND:



Fill; varies from clayey gravel to lean/fat clay, poorly compacted, dry, and red-brown to purple in color.



Landslide deposit - Lean/Fat Clay (CL/CH); medium stiff to very stiff, weathered mudstone, slightly moist, medium to highly plastic, and brown, red to slightly purple in color.



Landslide deposit - Clayey Gravel (GC); dense, dry, contains angular gravel up to boulder size, and and brown to red in color. The gravel is slightly gray to black basalt.



Landslide deposit - Mudstone Bedrock; consists of lean to fat clay with varied amounts of sand. It is soft to moderately hard, slightly moist to wet, and purple, grey, red-brown in color.



Landslide deposit - Sandstone Bedrock; moderately hard, contains layers of clay, dry to wet and grey to brown to red in color.



10/12 California drive sample taken. The symbol 10/12 indicates that 10 blows from a 140 pound hammer falling 30 inches were required to drive the sampler 12 inches.



Indicates slotted 1 inch PVC pipe installed in the boring to the depth shown.



Indicates core sample taken.

Indicates practical excavator refusal.

Lower floor elevation (Elevation 2671 feet)

NOTES:

1. The borings were drilled on June 14, 15, and 16, 2021 with a truck mounted drill rig equipped with 8-inch hollow-stem augers. The test pits were excavated on July 6, 2021with a track excavator (CAT 336).
2. The locations of the borings and test pits were located by a hand held GPS.
3. The elevations of the borings and test pits were determined by interpolations of the contours on the site plan provided.
4. The boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between the materials shown on the logs represent the approximate boundaries between material types and the transitions may be gradual.
6. Free water was not encountered in the borings or test pits at the time of drilling/ excavation.
7. WC = water content (%);
   DD = dry density (pcf);
   +4 = percent retained on the No. 4 sieve;
   -200 = percent passing No. 200 sieve;
   LL = liquid limit (%);
   PI = plasticity index (%).

Applied Geotechnical Engineering Consultants, Inc.

Table 1 - Summary of Laboratory Test Results

Blackstone Hotel

Project No. 2211175

Sample Location				Gradation			Atterberg Limits		Moisture-Density Relationship				
Boring No.	Depth (ft)	Natural Moisture Content (%)	Natural Dry Density (pcf)	Gravel (%)	Sand (%)	Silt/Clay (%)	Liquid Limit (%)	Plastic Index (%)	Maximum Dry Density (pcf)	Optimum Moisture Content (%)	Unconfined Compressive Strength (psf)	Water Soluble Sulfate (ppm)	Soil Type
B-2	9	7	126			60					2,950	370	Landslide Deposit - Mudstone Bedrock, Sandy Fat Clay (CH)
B-3	24	23	99			94	77	54					Landslide Deposit - Mudstone Bedrock, Fat Clay (CH)
B-4	4	12	95			64	53	37				11,707	Landslide Deposit - Mudstone Bedrock, Sandy Fat Clay (CH)
B-4	9	18	96			79							Landslide Deposit - Mudstone Bedrock, Fat Clay with Sand (CH)
B-5	9	17				62	66	48					Landslide Deposit - Mudstone Bedrock, Sandy Fat Clay (CH)
B-5	14	17	95			88							Landslide Deposit - Mudstone Bedrock, Fat Clay (CH)
B-5	22	12	94			90							Landslide Deposit - Mudstone Bedrock, Fat Clay (CH)
B-5	37	16	93			89					1,540		Landslide Deposit - Mudstone Bedrock, Fat Clay (CH)
B-5	42	24	93			92	69	43			6,900		Landslide Deposit - Mudstone Bedrock, Fat Clay (CH)
B-6	4	17	97			89	64	41				551	Landslide Deposit - Mudstone Bedrock, Fat Clay (CH)

Applied Geotechnical Engineering Consultants, Inc.

Table 2

Deep Foundation Element Design Parameters

Blackstone Hotel Project No. 2211175

Soil Type	Soil Properties			Lateral Design Parameters			Axial Design Parameters		
	Total Unit Weight (pcf)	Cohesion (psf)	Friction Angle (Degrees)	Horizontal Modulus (pci)	Ultimate Passive Resistance (psf)	Strain @ 50% Yield (k_{rm})	Ultimate Skin Friction (psf)	Ultimate Uplift Skin Friction (psf)	Net Allowable** Bearing Capacity (ksf)
Mudstone (upper 10 feet)	100	2,000	0	500	18,000	0.006	1,000	750	--
Mudstone (10 to 20 feet)	110	4,000	0	1,400	36,000	0.006	2,000	1,333	--
Mudstone (>20 feet)	120	6,000	0	2,000	54,000	0.005	3,000	2,000	35

* Ignore the upper 2 feet

** Minimum embedment of 20 feet into the mudstone.

APPENDIX

SITE PHOTOS, CORE LOGS
AND ASBESTOS LOCATION MAP



Photo No. 1, View of property to right or west of 250 West, looking south.



Photo No. 2, View of property from west of SWC property looking north



Photo No. 3, View of property from Near SWC, looking NE.



Photo No. 4, View of property from near SEC corner at top of slope, looking NW



Photo No. 5, View of property from above and west of property, looking west



Photo No. 6, View of property from above and west of property, looking south to southeast.

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 14, 2021

LOCATION

ELEVATION 2684'

PAGE Page 1 of 3

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-1

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	DISCONTINUITY LOG: TYPE	DISCONTINUITY LOG: ROUGH.	DISCONTINUITY LOG: PLAN.	DISCONTINUITY LOG: FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
0			Landslide deposit - Lean Clay with sand and gravel, hard, slightly moist, red/mottled.														Boring cased with 8" diameter HSA to 14'.
1																	
2			Boulder														
3																	
4																	
5																	
6																	
7																	
8			Boulder														
9																	
10			Boulder														
11																	
12																	
13																	
14			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.									5	2½	40		0.8	Boring advanced with 2½" HQ Core and carbide bit using air.
15																	
16																	
17																	
18																	
19												5	3½	30		1.8	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 14, 2021

LOCATION

ELEVATION 2684'

PAGE Page 2 of 3

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-1

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	TYPE	ROUGH.	PLAN.	FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
20–21			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.														
21–22																1.8	
22–23												5	3½	30			
23–24																	
24–25																	
25–26																	
26–27												5	3½	30		2.6	
27–28																	
28–29																	
29–30																	
30–31																	
31–32												5	3½	30		3.2	
32–33																	
33–34																	
34–35																	Switch to carbide bit
35–36																	
36–37												5	3½	30		0.4	
37–38																	
38–39																	
39–												5				1.2	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 14, 2021

LOCATION

ELEVATION 2684'

PAGE 3 of 3

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-1

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	TYPE	ROUGH.	PLAN.	FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
40			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.														
41																	
42												5	5	70		1.2	
43																	
44																	
45																	
46												5	5	40		0.8	
47																	
48																	
49																	End of boring at 49'.
50																	
51																	
52																	
53																	
54																	
55																	
56																	
57																	
58																	
59																	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 14, 2021

LOCATION

ELEVATION 2677'

PAGE Page 1 of 2

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-2

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	TYPE	ROUGH.	PLAN.	FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
0			Landslide deposit - Lean Clay with sand and gravel, hard, slightly moist, red/mottled.														Boring cased with 8" diameter HSA to 14'.
4			Landslide deposit - Mudstone Bedrock, soft to moderately hard, grey to purple to red.														
9																	Boring advanced with 2½" HQ Core and carbide bit using air.
10												5	2	25		0.4	
14												5	5			1.0	
17			Landslide deposit - Sandstone Bedrock, soft, grey to brown.														
18			Landslide deposit - Mudstone Bedrock, red to grey.														
19												5	3				

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 14, 2021

LOCATION

ELEVATION 2677'

PAGE Page 2 of 2

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-2

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	DISCONTINUITY LOG: TYPE	DISCONTINUITY LOG: ROUGH.	DISCONTINUITY LOG: PLAN.	DISCONTINUITY LOG: FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
21			Landslide deposit - Mudstone Bedrock, soft to moderately hard, grey to purple to red.													1.8	
22												5	3				
23																	
24																	
25												5					
26																	
27																	
28																	
29			Landslide deposit - Shale/Sandstone, hard, moist to wet, red to grey.														
30																	
31												4	4			2.5	
32																	
33																	
34																	
35																	End of boring at 34½'.
36																	
37																	
38																	
39																	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 15, 2021

LOCATION

ELEVATION 2683'

PAGE Page 1 of 2

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-3

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	DISCONTINUITY LOG: TYPE	DISCONTINUITY LOG: ROUGH.	DISCONTINUITY LOG: PLAN.	DISCONTINUITY LOG: FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
0			Landslide deposit - Lean Clay with sand and gravel, hard, slightly moist, red/mottled.														Boring cased with 8" diameter HSA to 4'.
4			Landslide deposit - Mudstone Bedrock, soft to moderately hard, grey to purple to red.									5	1½	60		1.2	Boring advanced with 2½" HQ Core and carbide bit using air.
9												5	3	20		3.8	
14												5	1½	20		1.2	
17			Landslide deposit - Sandstone Bedrock, soft, grey to brown.														
18			Landslide deposit - Mudstone Bedrock, red to grey.									5	1½	0		0.8	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 15, 2021

LOCATION

ELEVATION

PAGE Page 2 of 2

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-3

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	DISCONTINUITY LOG: TYPE	DISCONTINUITY LOG: ROUGH.	DISCONTINUITY LOG: PLAN.	DISCONTINUITY LOG: FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
21–24			Landslide deposit - Mudstone Bedrock, soft, moist, grey to purple to red.									5	1½	0		0.8	
24																	End of coring at 24'.

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 16, 2021

LOCATION

ELEVATION 2683'

PAGE Page 1 of 7

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-4

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	DISCONTINUITY LOG: TYPE	DISCONTINUITY LOG: ROUGH.	DISCONTINUITY LOG: PLAN.	DISCONTINUITY LOG: FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
0			Landslide deposit - Lean Clay with sand and gravel, hard, slightly moist, red/mottled.														Boring cased with 8" diameter HSA to 9'.
2			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.														
9																	Boring advanced with 2½" HQ Core and carbide bit using air.
11												5	3½	70		0.6	
14																	
15												2				2.0	
17												3	2½	80			
19												5	5	80		4.8	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 16, 2021

LOCATION

ELEVATION 2683'

PAGE Page 2 of 7

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-4

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	TYPE	ROUGH.	PLAN.	FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
20–21			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.		0–1												
21–22					1–2							5	5	80		4.8	
22–23					2–3												
23–24					3–4												
24–25					4–5							5	5	90		5.6	
25–26					5–6												
26–27					6–7												
27–28					7–8												
28–29					8–9												
29–30					9–10							5	5	90		5.6	
30–31					10–11												
31–32					11–12												
32–33					12–13												
33–34					13–14												
34–35					14–15							5	5	90		7.6	Switch to carbide bit
35–36					15–16												
36–37					16–17												
37–38					17–18												
38–39					18–19												
39–					19–							5	5	90		5.6	

PROJECT NO. 2211175 **AGEC FIELD CORE LOG**

PROJECT Blackstone Hotel West Parcel | CORE SIZE 2½" | DATE June 16/17, 2021

LOCATION | ELEVATION 2683' | PAGE 3 of 7

FIELD ENG. T.R.A. | DRILLER B.L. | BORING NO. B-4

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	TYPE	ROUGH.	PLAN.	FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
40			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.														
41																	
42												5	5	90		5.6	
43																	
44																	
45																	
46												5	5	80		7.8	
47																	
48																	
49																	
50																	
51												5	5	50		10.6	
52																	
53																	
54																	
55																	
56												5	5	70		5.8	
57																	
58																	
59												5	5	60			

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 17, 2021

LOCATION

ELEVATION 2683'

PAGE 4 of 7

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-4

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	TYPE	ROUGH.	PLAN.	FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
60			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.														Boring advanced with 2½" HQ Core and carbide bit using air.
61																	
62												5	5	60		7.4	
63																	
64																	
65												5	5	80			
66																6.4	
67																	
68																	
69																	
70												5	5	95			
71																7.0	
72																	
73																	
74																	
75												5	4½	70			
76																	
77																9.6	
78																	
79																	
												5	5	40		6.6	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 17/18, 2021

LOCATION

ELEVATION 2683'

PAGE 5 of 7

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-4

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	TYPE	ROUGH.	PLAN.	FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
80			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.														Boring advanced with 2½" HQ Core and carbide bit using air.
81																	
82												5	5	90		6.6	
83																	
84																	
85																	
86																6.0	
87												5	5	90			
88																	
89																	
90																	
91																7.2	
92												5	5	90			
93																	
94																	
95																	
96																6.4	
97												5	5	90			
98																	
99																	
												5	5	95		7.0	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 18, 2021

LOCATION

ELEVATION 2683'

PAGE 6 of 7

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-4

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	DISCONTINUITY LOG: TYPE	DISCONTINUITY LOG: ROUGH.	DISCONTINUITY LOG: PLAN.	DISCONTINUITY LOG: FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
100–101			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.														Boring advanced with 2½" HQ Core and carbide bit using air.
101–102																	
102–103												5	5	95		7.0	
103–104																	
104–105																	
105–106			Landslide deposit - Sandstone Bedrock; moderately hard, grey to purple.														
106–107												5	5	95		6.2	
107–108																	
108–109																	
109–110			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.														
110–111																	
111–112												5	5	90		8.0	
112–113																	
113–114																	
114–115																	
115–116																	
116–117												5	5	95		10	
117–118																	
118–119																	
119–												5	5	95		2.8	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 18, 2021

LOCATION

ELEVATION 2683'

PAGE 7 of 7

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-4

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	DISCONTINUITY LOG: TYPE	DISCONTINUITY LOG: ROUGH.	DISCONTINUITY LOG: PLAN.	DISCONTINUITY LOG: FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
120					120							120				120		
121			Landslide deposit - Mudstone Bedrock, moderately hard slightly moist to moist, purple.		121		121					121				121		Boring advanced with 2½" HQ Core and carbide bit using air.
122					122		122					122	5	5	95	122	7.8	
123					123		123					123				123		
124					124		124					124				124		End of boring at 124'.

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 15, 2021

LOCATION

ELEVATION 2784'

PAGE Page 1 of 2

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-6

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	TYPE	ROUGH.	PLAN.	FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
0			Landslide deposit - Mudstone Bedrock, soft to moderately hard, grey to purple to red.														Boring cased with 8" diameter HSA to 9'.
9																	
9												5	2	0		0.4	Boring advanced with 2½" HQ Core and carbide bit using air.
14																	
14												5	2	20		0.6	
19																	
19												5	4½	40		0.6	

PROJECT NO. 2211175

AGEC FIELD CORE LOG

PROJECT Blackstone Hotel West Parcel

CORE SIZE 2½"

DATE June 15, 2021

LOCATION

ELEVATION 2784'

PAGE Page 2 of 2

FIELD ENG. T.R.A.

DRILLER B.L.

BORING NO. B-6

DEPTH (ft)	ALTERATION	HARDNESS	CORE DESCRIPTION	WATER	PACKER TESTS	GRAPHIC LOG	DISCONTINUITY LOG: ORIENT.	DISCONTINUITY LOG: TYPE	DISCONTINUITY LOG: ROUGH.	DISCONTINUITY LOG: PLAN.	DISCONTINUITY LOG: FILLING	CORE RUN (FT)	RECOVERY (FT)	RQD (%)	FRAC./FT.	PROGRESS	DRILLING COMMENTS
20			Landslide deposit - Mudstone Bedrock, soft to moderately hard, grey to purple to red.														
21																	
22												5	4½	40		0.6	
23																	
24																	
25																	
26												5	3½	0			
27																0.8	
28																	
29																	
30																	
31																	
32												5	2½	0		2.5	
33																	
34																	
35																	
36												5	3	60			
37																2.0	
38																	
39																	End of boring at 39'.

BCE
BROWN CONSULTING ENGINEERS
CIVIL ENGINEERING * LAND SURVEYING * LAND PLANNING

MAY 3, 2004

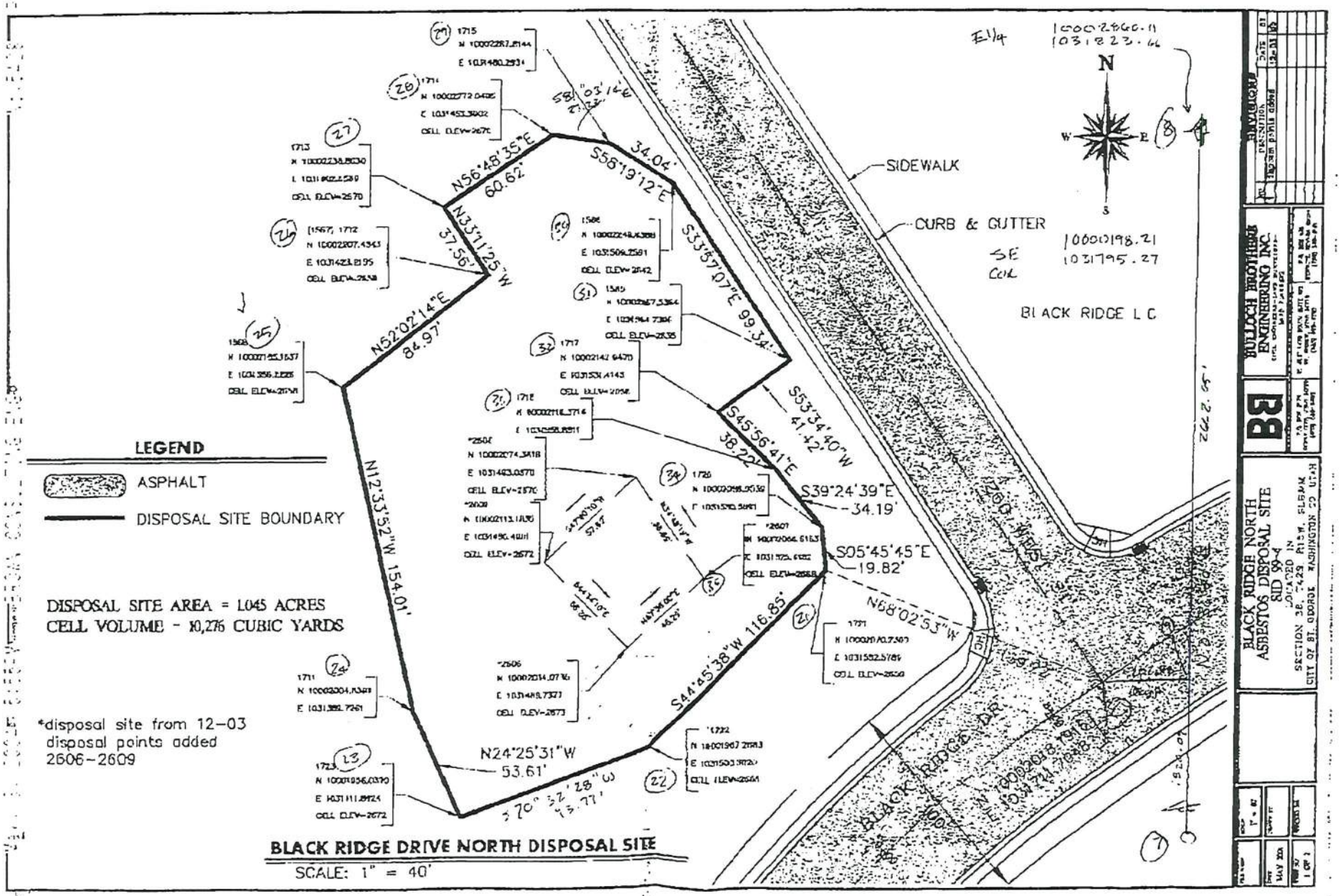
BLACK RIDGE NORTH ASBESTOS DISPOSAL SITE

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 36, T42S, R16W, SLB&M THENCE N0°36'40"E, 1820.09 FEET ALONG THE SECTION LINE AND WEST 102.98 FEET TO THE CENTERLINE OF 250 WEST STREET AND BLACKRIDGE DRIVE; THENCE N68°02'53"W, 139.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE S44°45'38"W, 116.85 FEET; THENCE S70°32'28"W, 93.77 FEET; THENCE N24°25'31"W, 53.61 FEET; THENCE N12°33'52"W, 154.01 FEET; THENCE N52°02'14"E, 84.97 FEET; THENCE N33°11'25"W, 37.56 FEET; THENCE N56°48'35"E, 60.62 FEET; THENCE S81°03'14"E, 27.23 FEET; THENCE S58°19'12"E, 34.04 FEET; THENCE S33°57'07"E, 99.34; THENCE S53°34'40"W, 41.42 FEET; THENCE S45°56'41"E, 38.22 FEET; THENCE S39°24'39"E, 34.19 FEET; THENCE S5°45'45"E, 19.82 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.0455 ACRES

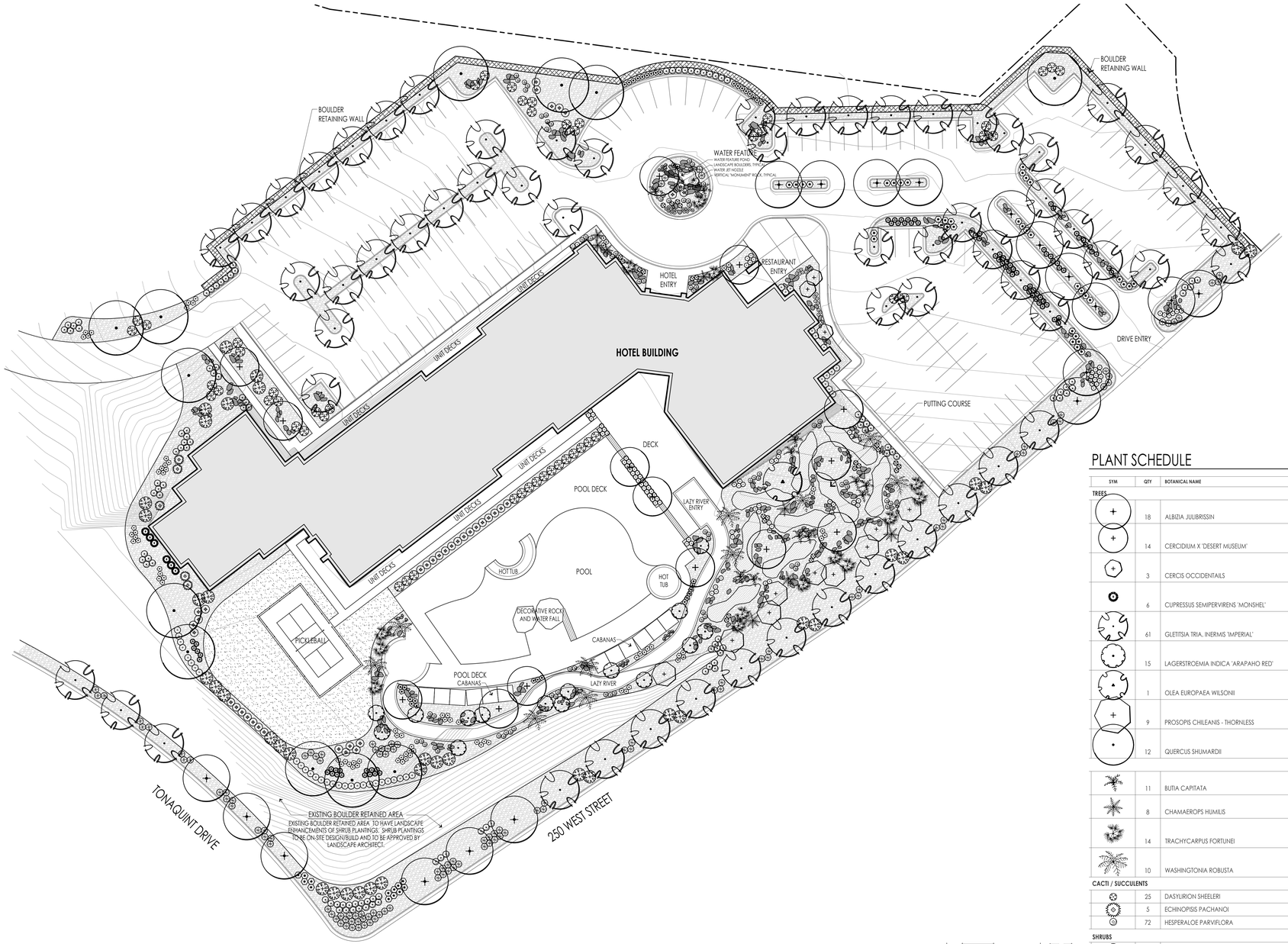


163 WEST 1600 SOUTH #5 * ST. GEORGE UT 84770
PHONE 435.628.4700 * FAX 435.628.4725 * WWW.BROWNCE.COM


LEGEND
ASPHALT
DISPOSAL SITE BOUNDARY
DISPOSAL SITE AREA = 1.045 ACRES
CELL VOLUME - 10,276 CUBIC YARDS
*disposal site from 12-03 disposal points added 2606-2609
BLACK RIDGE DRIVE NORTH DISPOSAL SITE
SCALE: 1" = 40'
SIDEWALK
CURB & GUTTER
BLACK RIDGE L C
N
S
E
W
N56°48'35"E 60.62'
S56°19'12"E 34.04'
S33°57'07"E 99.34'
S53°34'40"W 41.42'
S45°56'41"E 38.22'
S39°24'39"E 34.19'
S05°45'45"E 19.82'
N68°02'53"W
S44°45'38"W 116.85'
N24°25'31"W 53.61'
N12°33'52"W 154.01'
N52°02'14"E 84.97'
N33°11'25"W 37.56'
BLACK RIDGE DR
BLACK RIDGE NORTH ASBESTOS DISPOSAL SITE RID 99-4
SECTION 36, T42S, R15W, SLB&M
CITY OF ST. GEORGE WASHINGTON CO UTAH
BULLOCH HOLLADAY ENGINEERING INC

BLACK RIDGE DRIVE NORTH DISPOSAL SITE
SCALE: 1" = 40'
WEST ST
N52°02'14"E 84.97'
N56°49'45"E 60.62'
S39°47'30"E 419.82'
S46°15'38"W 116.82'
N24°25'31"W 53.61'
2650
2630

Exhibit E
Landscape Plan



PLANTING PLAN

PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
	18	ALBIZIA JULIBRISSIN	MIMOSA SILK TREE	2" CAL.	B&B	
	14	CERCIDIUM X 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	24" BOX	CONT.	
	3	CERCIS OCCIDENTAILS	WESTERN RED BUD	2 " CAL.	B&B	
	6	CUPRESSUS SEMIPERVIRENS 'MONSHEL'	ITALIAN CYPRESS	10' HT.	B&B	
	61	GLETITSIA TRIA. INERMIS 'IMPERIAL'	IMPERIAL HONEYLOCUST	3" CAL.	B&B	
	15	LAGERSTROEMIA INDICA 'ARAPAHO RED'	ARAPAHO RED CREPE MYRTLE	24" BOX	CONT.	
	1	OLEA EUROPAEA WILSONII	WILSON OLIVE	24" BOX	CONT.	
	9	PROSOPIS CHILEANIS - THORNLESS	CHILEAN MESQUITE	2" CAL.	B&B	
	12	QUERCUS SHUMARDII	SHUMARD OAK	3" CAL.	B&B	
	11	BUTIA CAPITATA	PINDO PALM	24" BOX	CONT.	
	8	CHAMAEROPS HUMILIS	MEDITERRANEAN FAN PALM	24" BOX	CONT.	
	14	TRACHYCARPUS FORTUNEI	WINDMILL PALM	24" BOX	CONT.	
	10	WASHINGTONIA ROBUSTA	MEXIAN FAN PALM	24' HT.	B&B	
CACTI / SUCCULENTS						
	25	DASYLIRION SHEELERI	DESERT SPOON	7 GAL.	CONT.	
	5	ECHINOPSIS PACHANOI	SAN PEDRO CACTUS	15 GAL.	CONT.	
	72	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.	CONT.	
SHRUBS						
	42	BUXUS MICROPHYLLA JAPONICA	WINTER GEM BOXWOOD	5 GAL.	CONT.	
	106	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIREA	5 GAL.	CONT.	
	15	ERYSIMUM LINARIFOLIUM 'BOWLES MAUVE'	DESERT LILAC	3 GAL	CONT	
	78	EURYOPS PECTINATUS 'VIRIDIS'	GREEN BUSH DAISY	5 GAL.	CONT.	
	67	LEUCOPHYLLUM FRUTESCENS 'COMPACTA'	COMPACT TEXAS SAGE	5 GAL.	CONT.	
	19	NANDINA DOMESTICA 'GULF STREAM'	GULF STREAM HEAVENLY BAMBOO	5 GAL.	CONT.	
	40	NERIUM OLEANDER 'DWARF RED'	DWARF RED OLEANDER	5 GAL.	CONT.	
	51	ROSMARINUS OFFICINALIS 'PROSTRATUS'	PROSTRATE ROSEMARY	3 GAL.	CONT.	
	38	TECOMA 'ORANGE JUBILEE'	ORANGE JUBILEE	7 GAL	CONT	
	113	TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE	3 GAL.	CONT.	
ORNAMENTAL GRASSES						
	95	MUHLENDERGIA CAPILLARIS 'REGAL MIST'	REGAL MIST PINK MUHLY GRASS	3 GAL.	CONT.	
	12	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS	1 GAL.	CONT.	
	14	OPHIOPOGON JAPONICUS	MONDO GRASS	1 GAL.	CONT.	
	78	PHORMIUM 'GOLDEN RAY'	NEW ZEALAND FLAX	3 GAL.	CONT.	

LANDSCAPE LEGEND

ROCK MULCH
ROCK MULCH TO BE NATIVE, LOCAL STONE - 2-3", 4" LAYER PLACED OVER WEED BARRIER FABRIC. PROVIDE SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.

TURF (SOD)
LAWN SOD TO BE DROUGHT TOLERANT TURF AS APPROVED BY LANDSCAPE ARCHITECT. CONTRACTOR TO SUBMIT SOD SEED MIX FOR APPROVAL PRIOR TO INSTALLATION.

SYNTHETIC TURF
SYNTHETIC TURF AT PUTTING COURSE TO BE "READY PUTT" BY XGRASS, DALTON, GA. PHONE: 877.881.8477. www.xgrass.COM, OR AS IDENTIFIED BY OWNER.

LANDSCAPE BOULDERS
LANDSCAPE BOULDERS, LOCAL, NATURAL ROCK. ROCK TO BE APPROVED BY LANDSCAPE ARCHITECT.

"MONUMENT ROCKS"
"MONUMENT" TYPE ROCK, LOCAL, NATURAL ROCK PLACED VERTICALLY WITH HEIGHTS ABOVE GRADE BETWEEN 5' - 8'. PROVIDE CONCRETE BASE AS REQUIRED.

IRRIGATION NOTES

1. IRRIGATION CONTRACTOR TO INSTALL A COMPLETE NEW AND OPERATIONAL IRRIGATION SYSTEM WITHIN THE LIMIT OF WORK. INSTALL ALL DRIP IRRIGATION COMPONENTS APPROPRIATE FOR THE AREA AND PLANTS TO BE IRRIGATED.
2. THE NEW IRRIGATION SYSTEM MAY INCLUDE BUT IS NOT LIMITED TO IRRIGATION MAIN LINE (PRESSURE PIPE), LATERAL LINES (CIRCUIT PIPE), IRRIGATION VALVES, CONTROL WIRING, CONTROLLER, CONTROLLER ELECTRICAL SUPPLY, BACKFLOW PREVENTER, GATE VALVE(S), SLEEVING, ISOLATION VALVES, QUICK COUPLER VALVES, VALVE BOXES, DRIP TUBING AND DRIP COMPONENTS.
3. WORK SHALL CONFORM WITH ALL APPLICABLE STANDARDS AND CODES.
4. IRRIGATION CONTRACTOR TO INSTALL CIRCUITS SO AS TO MAINTAIN APPROPRIATE OPERATING PRESSURE FOR EACH CIRCUIT AND SHALL BE RESPONSIBLE FOR ENSURING ADEQUATE COVERAGE OF ALL IRRIGATED AREAS.
5. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BECOME FAMILIAR WITH CONDITIONS OF THE SITE INCLUDING GRADES, LOCATIONS OF WALKS, STRUCTURES AND UTILITIES.
6. THE IRRIGATION CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL OF PROPOSED IRRIGATION SYSTEM PRIOR INSTALLATION OF IRRIGATION SYSTEM.
7. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERAL LINES THROUGH WALLS, AND UNDER HARD SURFACES. SLEEVES INSTALLED AT IMPROPER DEPTHS WILL BE RE-INSTALLED BY BORING METHODS.
8. CONTROLLER LOCATION TO BE COORDINATED AND APPROVED BY LANDSCAPE ARCHITECT. INSTALL CONTROLLER AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
9. IRRIGATION CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR 120V AC ELECTRICAL POWER SOURCE AT HE CONTROLLER LOCATION. POWER SOURCE SHALL BE INSTALLED PER CODE. THE IRRIGATION CONTRACTOR SHALL MAKE THE FINAL CONNECTION FROM THE ELECTRICAL SOURCE TO THE CONTROLLER. REFER TO THE CONTROLLER MANUFACTURER'S PRODUCT SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
10. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR INSTALLING CONDUITS AND WIRING FROM VALVES TO CONTROLLERS.
11. INSTALL CHECK VALVES AS NEEDED TO PREVENT EXCESSIVE DRAINAGE AT LOW POINT OF EACH CIRCUIT.
12. IRRIGATION CONTRACTOR SHALL ADJUST VALVES, FLUSH AND ADJUST IRRIGATION CIRCUITS FOR OPTIMUM COVERAGE.
13. ALL IRRIGATION SYSTEM COMPONENTS TO BE INSTALLED AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
14. IT IS THE INTENT TO HAVE ALL PIPING, VALVES, AND WIRING TO BE LOCATED IN PLANTING AREAS, WITH THE EXCEPTION OF LOCATIONS REQUIRED FOR HARD SURFACE CROSSINGS. ADDITIONAL SLEEVES WILL BE REQUIRED. NOT ALL SLEEVES ARE SHOWN.
15. ESTIMATED STATIC WATER PRESSURE AT POINT OF CONNECTION: **75 PSI.** IRRIGATION CONTRACTOR IS TO NOTIFY LANDSCAPE ARCHITECT IN WRITING IF STATIC PRESSURE IS LESS.
16. ALL VALVE BOXES TO BE SUPPORTED WITH BRICK AS INDICATED.
17. LOCATE IRRIGATION CONTROL VALVES IN LANDSCAPE AREAS, ADJACENT TO WALKS AND CURBS TO GREATEST EXTENT POSSIBLE.
18. THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE MATERIAL OR WORK WHICH DOES NOT CONFORM TO THE CONSTRUCTION DOCUMENTS. REJECTED WORK SHALL BE BE REMOVED OR CORRECTED AS SOON AS POSSIBLE AT THE EXPENSE OF THE IRRIGATION CONTRACTOR.
19. IRRIGATION CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS AS INDICATED IN SPECIFICATIONS.
20. PRIOR TO ACCEPTANCE OF WORK AND AS PART OF THE IRRIGATION PUNCH LIST THE IRRIGATION CONTRACTOR SHALL CONDUCT A MEETING WITH THE OWNER TO DEMONSTRATE THE OPERATION OF THE ENTIRE IRRIGATION SYSTEM INCLUDING WINTERIZATION AND START-UP PROCEDURES AND PROVIDE A RECOMMENDED IRRIGATION SCHEDULE. REMOTE OPERATING EQUIPMENT, IF ANY, SHALL BE GIVEN TO OWNER AT THIS TIME.
21. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT, AND WORKMANSHIP. GUARANTEE SHALL ALSO COVER REPAIR FOR DAMAGE TO ANY PART OF THE PROJECT PROPERTY RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT OR WORKMANSHIP, TO THE SATISFACTION OF THE OWNER. REPAIRS, IF REQUIRED, SHALL BE COMPLETED PROMPTLY AND AT NO COST TO THE OWNER.
22. EACH TREE TO BE IRRIGATED WITH CONCENTRIC RINGS OF INLINE EMITTER TUBING AS INDICATED IN THE DETAIL.
23. ALL WIRING LAID APART FROM THE IRRIGATION MAIN LINE TO BE IN GRAY SLEEVE(S) OF ADEQUATE SIZE BURIED 18" DEEP.
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PLANTING NOTES

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2. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING AWARE OF ALL RELATED EXISTING CONDITIONS, UTILITIES, PIPES, AND STRUCTURES, ETC. PRIOR TO BIDDING AND CONSTRUCTION.
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LICENSED LANDSCAPE ARCHITECT
CURTIS R TANNER
NO. 168179
STATE OF UTAH

28 JULY 2021

HOTEL ST GEORGE

ST GEORGE UTAH

PROJECT NO. 18074
DATE: 28 JULY 2021
REVISIONS:

SHEET TITLE:
PLANTING PLAN
SHEET NUMBER:
LP101
LANDSCAPE



PLANTING PLAN

PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
	18	ALBIZIA JULIBRISSIN	MIMOSA SILK TREE	2" CAL.	B&B	
	14	CERCIDIUM X 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	24" BOX	CONT.	
	3	CERCIS OCCIDENTAILS	WESTERN RED BUD	2 " CAL.	B&B	
	6	CUPRESSUS SEMIPERVIRENS 'MONSHEL'	ITALIAN CYPRESS	10' HT.	B&B	
	61	GLETITSIA TRIA. INERMIS 'IMPERIAL'	IMPERIAL HONEYLOCUST	3" CAL.	B&B	
	15	LAGERSTROEMIA INDICA 'ARAPAHO RED'	ARAPAHO RED CREPE MYRTLE	24" BOX	CONT.	
	1	OLEA EUROPAEA WILSONII	WILSON OLIVE	24" BOX	CONT.	
	9	PROSOPIS CHILEANIS - THORNLESS	CHILEAN MESQUITE	2" CAL.	B&B	
	12	QUERCUS SHUMARDII	SHUMARD OAK	3" CAL.	B&B	
	11	BUTIA CAPITATA	PINDO PALM	24" BOX	CONT.	
	8	CHAMAEROPS HUMILIS	MEDITERRANEAN FAN PALM	24" BOX	CONT.	
	14	TRACHYCARPUS FORTUNEI	WINDMILL PALM	24" BOX	CONT.	
	10	WASHINGTONIA ROBUSTA	MEXIAN FAN PALM	24' HT.	B&B	
CACTI / SUCCULENTS						
	25	DASYLIRION SHEELERI	DESERT SPOON	7 GAL.	CONT.	
	5	ECHINOPSIS PACHANOI	SAN PEDRO CACTUS	15 GAL.	CONT.	
	72	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.	CONT.	
SHRUBS						
	42	BUXUS MICROPHYLLA JAPONICA	WINTER GEM BOXWOOD	5 GAL.	CONT.	
	106	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIREA	5 GAL.	CONT.	
	15	ERYSIMUM LINARIFOLIUM 'BOWLES MAUVE'	DESERT LILAC	3 GAL	CONT	
	78	EURYOPS PECTINATUS 'VIRIDIS'	GREEN BUSH DAISY	5 GAL.	CONT.	
	67	LEUCOPHYLLUM FRUTESCENS 'COMPACTA'	COMPACT TEXAS SAGE	5 GAL.	CONT.	
	19	NANDINA DOMESTICA 'GULF STREAM'	GULF STREAM HEAVENLY BAMBOO	5 GAL.	CONT.	
	40	NERIUM OLEANDER 'DWARF RED'	DWARF RED OLEANDER	5 GAL.	CONT.	
	51	ROSMARINUS OFFICINALIS 'PROSTRATUS'	PROSTRATE ROSEMARY	3 GAL.	CONT.	
	38	TECOMA 'ORANGE JUBILEE'	ORANGE JUBILEE	7 GAL	CONT	
	113	TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE	3 GAL.	CONT.	
ORNAMENTAL GRASSES						
	95	MUHLENDERGIA CAPILLARIS 'REGAL MIST'	REGAL MIST PINK MUHLY GRASS	3 GAL.	CONT.	
	12	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS	1 GAL.	CONT.	
	14	OPHIOPOGON JAPONICUS	MONDO GRASS	1 GAL.	CONT.	
	78	PHORMIUM 'GOLDEN RAY'	NEW ZEALAND FLAX	3 GAL.	CONT.	

LANDSCAPE LEGEND

ROCK MULCH
ROCK MULCH TO BE NATIVE, LOCAL STONE - 2-3", 4" LAYER PLACED OVER WEED BARRIER FABRIC. PROVIDE SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.

TURF (SOD)
LAWN SOD TO BE DROUGHT TOLERANT TURF AS APPROVED BY LANDSCAPE ARCHITECT. CONTRACTOR TO SUBMIT SOD SEED MIX FOR APPROVAL PRIOR TO INSTALLATION.

SYNTHETIC TURF
SYNTHETIC TURF AT PUTTING COURSE TO BE "READY PUTT" BY XGRASS, DALTON, GA. PHONE: 877.881.8477. www.xgrass.COM. OR AS IDENTIFIED BY OWNER.

LANDSCAPE BOULDERS
LANDSCAPE BOULDERS, LOCAL, NATURAL ROCK. ROCK TO BE APPROVED BY LANDSCAPE ARCHITECT.

"MONUMENT ROCKS"
"MONUMENT" TYPE ROCK, LOCAL, NATURAL ROCK PLACED VERTICALLY WITH HEIGHTS ABOVE GRADE BETWEEN 5' - 8'. PROVIDE CONCRETE BASE AS REQUIRED.

IRRIGATION NOTES

1. IRRIGATION CONTRACTOR TO INSTALL A COMPLETE NEW AND OPERATIONAL IRRIGATION SYSTEM WITHIN THE LIMIT OF WORK. INSTALL ALL DRIP IRRIGATION COMPONENTS APPROPRIATE FOR THE AREA AND PLANTS TO BE IRRIGATED.
2. THE NEW IRRIGATION SYSTEM MAY INCLUDE BUT IS NOT LIMITED TO IRRIGATION MAIN LINE (PRESSURE PIPE), LATERAL LINES (CIRCUIT PIPE), IRRIGATION VALVES, CONTROL WIRING, CONTROLLER, CONTROLLER ELECTRICAL SUPPLY, BACKFLOW PREVENTER, GATE VALVE(S), SLEEVING, ISOLATION VALVES, QUICK COUPLER VALVES, VALVE BOXES, DRIP TUBING AND DRIP COMPONENTS.
3. WORK SHALL CONFORM WITH ALL APPLICABLE STANDARDS AND CODES.
4. IRRIGATION CONTRACTOR TO INSTALL CIRCUITS SO AS TO MAINTAIN APPROPRIATE OPERATING PRESSURE FOR EACH CIRCUIT AND SHALL BE RESPONSIBLE FOR ENSURING ADEQUATE COVERAGE OF ALL IRRIGATED AREAS.
5. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BECOME FAMILIAR WITH CONDITIONS OF THE SITE INCLUDING GRADES, LOCATIONS OF WALKS, STRUCTURES AND UTILITIES.
6. THE IRRIGATION CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL OF PROPOSED IRRIGATION SYSTEM PRIOR INSTALLATION OF IRRIGATION SYSTEM.
7. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERAL LINES THROUGH WALLS, AND UNDER HARD SURFACES. SLEEVES INSTALLED AT IMPROPER DEPTHS WILL BE RE-INSTALLED BY BORING METHODS.
8. CONTROLLER LOCATION TO BE COORDINATED AND APPROVED BY LANDSCAPE ARCHITECT. INSTALL CONTROLLER AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
9 IRRIGATION CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR 120V AC ELECTRICAL POWER SOURCE AT HE CONTROLLER LOCATION. POWER SOURCE SHALL BE INSTALLED PER CODE. THE IRRIGATION CONTRACTOR SHALL MAKE THE FINAL CONNECTION FROM THE ELECTRICAL SOURCE TO THE CONTROLLER. REFER TO THE CONTROLLER MANUFACTURER'S PRODUCT SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
10. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR INSTALLING CONDUITS AND WIRING FROM VALVES TO CONTROLLERS.
11. INSTALL CHECK VALVES AS NEEDED TO PREVENT EXCESSIVE DRAINAGE AT LOW POINT OF EACH CIRCUIT.
12. IRRIGATION CONTRACTOR SHALL ADJUST VALVES, FLUSH AND ADJUST IRRIGATION CIRCUITS FOR OPTIMUM COVERAGE.
13. ALL IRRIGATION SYSTEM COMPONENTS TO BE INSTALLED AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
14. IT IS THE INTENT TO HAVE ALL PIPING, VALVES, AND WIRING TO BE LOCATED IN PLANTING AREAS, WITH THE EXCEPTION OF LOCATIONS REQUIRED FOR HARD SURFACE CROSSINGS. ADDITIONAL SLEEVES WILL BE REQUIRED. NOT ALL SLEEVES ARE SHOWN.
15. ESTIMATED STATIC WATER PRESSURE AT POINT OF CONNECTION: **75 PSI.** IRRIGATION CONTRACTOR IS TO NOTIFY LANDSCAPE ARCHITECT IN WRITING IF STATIC PRESSURE IS LESS.
16. ALL VALVE BOXES TO BE SUPPORTED WITH BRICK AS INDICATED.
17. LOCATE IRRIGATION CONTROL VALVES IN LANDSCAPE AREAS, ADJACENT TO WALKS AND CURBS TO GREATEST EXTENT POSSIBLE.
18. THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE MATERIAL OR WORK WHICH DOES NOT CONFORM TO THE CONSTRUCTION DOCUMENTS. REJECTED WORK SHALL BE BE REMOVED OR CORRECTED AS SOON AS POSSIBLE AT THE EXPENSE OF THE IRRIGATION CONTRACTOR.
19. IRRIGATION CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS AS INDICATED IN SPECIFICATIONS.
20. PRIOR TO ACCEPTANCE OF WORK AND AS PART OF THE IRRIGATION PUNCH LIST THE IRRIGATION CONTRACTOR SHALL CONDUCT A MEETING WITH THE OWNER TO DEMONSTRATE THE OPERATION OF THE ENTIRE IRRIGATION SYSTEM INCLUDING WINTERIZATION AND START-UP PROCEDURES AND PROVIDE A RECOMMENDED IRRIGATION SCHEDULE. REMOTE OPERATING EQUIPMENT, IF ANY, SHALL BE GIVEN TO OWNER AT THIS TIME.
21. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT, AND WORKMANSHIP. GUARANTEE SHALL ALSO COVER REPAIR FOR DAMAGE TO ANY PART OF THE PROJECT PROPERTY RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT OR WORKMANSHIP, TO THE SATISFACTION OF THE OWNER. REPAIRS, IF REQUIRED, SHALL BE COMPLETED PROMPTLY AND AT NO COST TO THE OWNER.
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28 JULY 2021

HOTEL ST GEORGE

ST GEORGE UTAH

PROJECT NO. 18074
DATE: 28 JULY 2021
REVISIONS:

SHEET TITLE:
PLANTING PLAN
SHEET NUMBER:
LP101
LANDSCAPE

DRAFT

Agenda Item Number: **06**

Request For Council Action

Date Submitted	11/10/2021 02:11 PM
Proposed City Council Date	11/18/2021
Applicant	Oscar Covarrubias
Subject	Consider approval of an ordinance amending the Blackridge Commercial Center PD-C (Planned Development Commercial) zone to change the zone from R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) zone on approximately 1.02 acres, and to amend the PD-C (Planned Development Commercial) zone on approximately 17.03 acres for the purpose of constructing a new hotel generally located on the northwest corner of Blackridge Drive and 250 West Street to be known as St. George Hotel Commercial Project. Case No. 2021-ZCA-078
Background	The proposal is for a new 146-room hotel. The underlying general plan is COM (Commercial), MDR (Medium Density Residential), and OS (Open Space). The Planning Commission recommended approval.
Proposed Resolution Cost	Planning Commission recommends approval.
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-zc-078stgeorgehotelccpacket111021141109.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 11/18/2021

St. George Hotel Commercial Project Zone Change (Case No. 2021-ZC-078)			
Request:	This is a request to amend the Blackridge Commercial Center PD-C (Planned Development Commercial) and to change the zoning from R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on an approximate 1.02-acre parcel for the purpose of constructing a new hotel.		
Applicant:	Oscar Covarrubias	**Representative:**	Oscar Covarrubias
Location:	The property is located on the northwest corner of Blackridge Drive and 250 West Street.		
General Plan:	COM (Commercial), MDR (Medium Density Residential), and OS (Open Space)		
Existing Zoning:	PD-C (Planned Development Commercial) and R-1-10 (Single Family Residential)		
Surrounding Zoning:	North	PD-C (Planned Development Commercial) and R-1-10 (Single Family Residential)	
	South	PD-C (Planned Development Commercial)	
	East	PD-C (Planned Development Commercial) and C-2 (Highway Commercial)	
	West	R-1-10 (Single Family Residential) and PD-C (Planned Development Commercial)	
Land Area:	Approximately 17.03 acres total property area		



BACKGROUND:
On October 8, 2019, the planning commission recommended approval of a hotel to be built on the Blackridge Commercial Center PD-C (Planned Development Commercial) zone. It was to be located at 1150 South and 250 West (on the east side of 250 West). The hotel was later approved by the city council on October 17, 2019. However, due to the geological conditions of the land, the hotel was never built.

The applicant has returned proposing to move the hotel to the west side of 250 West Street. The hotel will be the similar except the configuration will be different due to the difference of the topography on the new site. This new site has more room for parking so a parking garage will not be built at this new location. The applicant returned to the Hillside Review Board on September 29, 2021. Please refer to case 2021-HS-008 for information on the hillside development permit.

The hotel will be five stories with a total of 146 rooms. The amenities for this hotel will include a swimming pool, spa, lazy river, exercise room, pickleball court, and miniature golf course. The hotel will be five stories on the lower side (west) and three stories on the higher side (east). The hotel will also have a restaurant; however, the restaurant will come in about one year after the hotel is complete. It is unclear of the total square footage of the restaurant at this time. Therefore, the parking for the restaurant has not been determined in the parking requirements and will need to be determined at the time they are ready to develop the restaurant. If the existing parking is not sufficient, the applicant will need to add additional parking.

This property is in a landslide area. The land has been closely monitored for many years and has not shown movement. The biggest detriment to landslides is water. Due to this issue, the applicant is planning on keeping as little free-flowing water on the property as necessary. This might affect the required landscaping. Staff will work closely with the applicant during the landscape design and installation to ensure this sensitive land is protected.

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks		The applicants have not provided setbacks.	The required setbacks will be: Front: 20’ Side: 20’ and 0’ Rear: 30’ The site plan provided appears to meet setbacks
Temporary Buildings, including Cargo Containers	10-8-4	None	N/A
Pedestrian	10-8-6	The site plan provided	There are already public

Circulation Plan		does not show any proposed pedestrian circulation plans	sidewalks along Blackridge Drive and 250 N. During the site plan review process the applicant will be required to have additional pedestrian access to connect the public ROW to the property.
Uses	10-8D-2	Please see the existing use list for this PD-C.	The existing use list for this PD-C has hotel on it.
Height and Elevation	10-8D-2	The two highest points of the roofline are at 64’ and 62’ which averages to 63’	The PD-C zone allows for a 50’ height. The applicants are asking for an increase in height to a maximum
Phasing Plan	10-8D-2	None	N/A
Landscape Plan	10-8D-2	A concept landscape plan has been provided.	5% of the parking lot will need to be landscaped. There will also need to be a 15’ wide landscaped section along 250 W Street and Blackridge Drive.
Utilities	10-8D-2	None shown	All utilities will be required to be underground, and all transformer equipment must be screened. We will ensure this is completed during site plan approval process.
Signs	10-8D-2	No signage has been provided.	The applicants will be required to pull a sign permit when they are ready to put in their signs.
Lighting	10-8D-2	A photometric plan has not been provided.	The parking lot lighting will be required to meet the regulations and be 1.0 foot candle or less at the property line. Staff will ensure it meets the regulations during the site plan process.
Lot Coverage	10-8D-6	The building will cover 14% of the lot.	The PD-C zone allows coverage up to 50%. This meets the zoning regulations.
Solid Waste	10-8D-6	The site plan does not show the location of solid waste.	During site plan review, the location and details of the solid waste will be reviewed and required to be compliant.
Buffer Protection of Residential	10-8D-6	A concept landscaping plan has been	The applicant will be required to put in a buffer strip along the

Property		provided.	western side of the property where it will abut residential. The buffer strips will need to be at least 10' wide with required landscaping and 6' solid wall.
Overlay Zones	10-13	None	N/A
Parking	10-19-5	Parking shown: **173** stalls. Parking is determined as: **Rooms** 1 stall per room @ 146 rooms = 146 stalls **Manager** 2 stalls **Total Required = 148 stalls**, over 33 stalls	The proposed parking meets regulations.
EVCS And Bike Parking	10-19-6	No bike parking is shown. No EVCS conduit is shown	They will be required to provide bike racks for at least 2 bicycles. They will be required to provide conduit for future electrical charging station for at least 4 parking stalls.

RECOMMENDATION:
The Planning Commission recommended approval of this Zone Change Amendment with the following conditions:

1. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
2. The future restaurant will be required to meet the parking regulations at one space per 100sq.ft. for the dining area and one space for 250sq.ft. for the kitchen space at the time of the certificate of occupancy for the restaurant.
3. A maximum height of no more than 63 ' will be allowed for all structures.
4. Approval of this zone change amendment is conditional upon approval of the hillside development permit.
5. The applicant will work with staff on the landscape plan.
6. The applicant will work with staff on the color pallet using blacks and grays to blend in with the surrounding hillside.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions.
3. Den.
4. Table the proposed zone change amendment to a specific date.

POSSIBLE MOTION:
I move that we approve this amendment to the Blackridge Commercial Center PD-C (Planned Development Commercial) and to change the zoning from R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on an approximate 1.02-acre parcel all for the purpose of constructing a new hotel with the conditions and comments outlined in the staff report.

FINDINGS FOR APPROVAL:
1. The proposed amendment meets the requirements of the original zone change as approved by City Council.
2. There will be adequate parking on site to facilitate the development.
3. The increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts by considering the proposed setbacks provide an appropriate buffer to neighboring properties.

Exhibit A
Applicant's Narrative

WCEC ENGINEERS

May 29, 2019

Hillside Review Board
City of St. George
175 North 200 East
St. George, UT 84770

RE: Blackstone Hotel Narrative and Plan Summary

Dear Board Members and City Officials:

The purpose of this letter is to describe the proposed project known as Blackstone Hotel and provide details associated with the application to the Hillside Review Board. Blackstone Hotel is an upscale 120 room hotel with amazing lap and leisure pools, exercise room, conference room, business center, and a proposed steakhouse restaurant. Colored renderings of the project are included with this letter to show the presentation of the hotel. Also included in the project is a parking structure that sits on the north parcel that will comprise two levels of parking. The two levels will be independent of one another to maximize the number of stalls that can be developed on each level. The entrance for the upper level will be from the loop road to the north and there will be a staircase to facilitate getting to the first level and eventually to the hotel or restaurant. The entrance for the lower level will be on the southeast corner of the parking structure and will connect to the loop road as it comes around to the front of the hotel. The project will be located on the northeast corner of Black Ridge Drive and 250 West in St. George. The project sits on two parcels that total approximately 3.7 acres of land. The property is currently undeveloped but has been previously disturbed as piles of rock have been stored here for future use. The Blackstone Hotel project will clean up the disturbed areas and will enhance it to be a preferred destination. The goal of the project is to preserve the health, safety, and general welfare of the public while providing an oasis in the desert for tourists and residents alike to enjoy.

The rock walls associated with the site have not been maintained and significant erosion and damage has occurred over time. Due to this concern and unpleasant look of the wall, they need to be reconstructed. As part of this project we are proposing replacing the rock walls with engineered walls. AGEC has prepared a detail showing the proposed construction of these rock walls. The detail is included in the plans and attached to this letter. The wall design includes extending Geosynthetic reinforcement behind the walls that will also assist in adding stability to the site. To control surface drainage, drainage pipes will also be incorporated into the site to collect ~~any~~ water and protect the walls from water damage.

The project sits on expansive clay soils and an ancient landslide which has been a concern for all parties. AGEC has monitored the slope with 6 deep slope inclinometers over the past 12 to 13 years. There has been no movement over this time period. The stability of the slope has been thoroughly analyzed and summarized in the geotechnical study provided in this submittal.

The concern for foundations on expansive soils can be addressed by deep foundations or over-excavation. Due to the extensive grading process for the walls and placement of geogrid, the alternative of over-excavation is planned to be used. We anticipate structures (hotel and parking garage) along with the pool will be over-excavated 15 to 18 feet below the pad grade. As a part of the earth moving plan, it is proposed to export the rock, the expansive clay soil and replace with imported or on site structural fill. As a part of

the wall structure and to increase the stability of the slope, it is proposed to construct a "secant" wall at the base of the slope. The secant wall will be designed by a "design build" specialty ground improvement contractor. Our experience has shown that the depth will extend below the determined ancient slide plane and will consist of reinforced concrete piers that are on the order of 4 to 8 feet in diameter. Additionally, there is a significant temporary cut slope along the north edge of the site. This area will likely be shored during construction. The backfilling at this location is being considered to consist of Geo Foam, a light weight material to assist in wall design reduction.

Due to the sensitivity of the landslide issues associated with this site, we have proposed all surface water be contained within the site and no water will be allowed to soak into the hillside. This will take careful planning and even more detailed observation during construction to make sure the strict plan is adhered to. We are proposing drains at each of the locations were water is introduced for landscaping and a membrane will be placed underneath each of these areas that will direct the water to the drains. The pool is of special concern due to the amount of water that can soak into the hillside. The pool design will incorporate a liner system with a subdrain that will assist in reducing concerns for water infiltration. We are going to design the pool such that it is bullet proof and anticipates any future problems. We are also proposing leak detection that will assist in long term monitoring of potential water into the subsurface.

A complete drainage study and plan has been prepared by Horrocks that includes underground detention below the parking lot adjacent to 250 West. Storing water on this site is not an ideal situation and we would like to discuss with the city the option of dumping the storm water directly into the storm drain system. We can improve off site facilities if needed in lieu of retention or to accommodate increased flows. This can be discussed further as we get into the details of the site.

A landscape plan has been prepared by Think Architecture and is included in the submittal. The plan focuses on xeriscape landscaping and drought tolerant plants. Again, controlling water will be of utmost importance and membranes will be placed under all landscaped areas to collect the water and deliver it to a drain that will ultimately dump into the storm drain system.

The schedule for this project is critical as time is of the essence for its completion. It is anticipated that we will finalize the development plans and obtain a grading permit in August. We hope to obtain all city approvals from each of the departments by December and start construction in January of 2020. Construction is anticipated to take approximately 18 months and so the project completion date would be June of 2021.

Respectfully,

Tyler Hoskins

Tyler Hoskins
Project Manager for Black Ridge Development

Exhibit B
PowerPoint Presentation

ST. GEORGE HOTEL COMMERCIAL PROJECT

ZONE CHANGE AMENDMENT

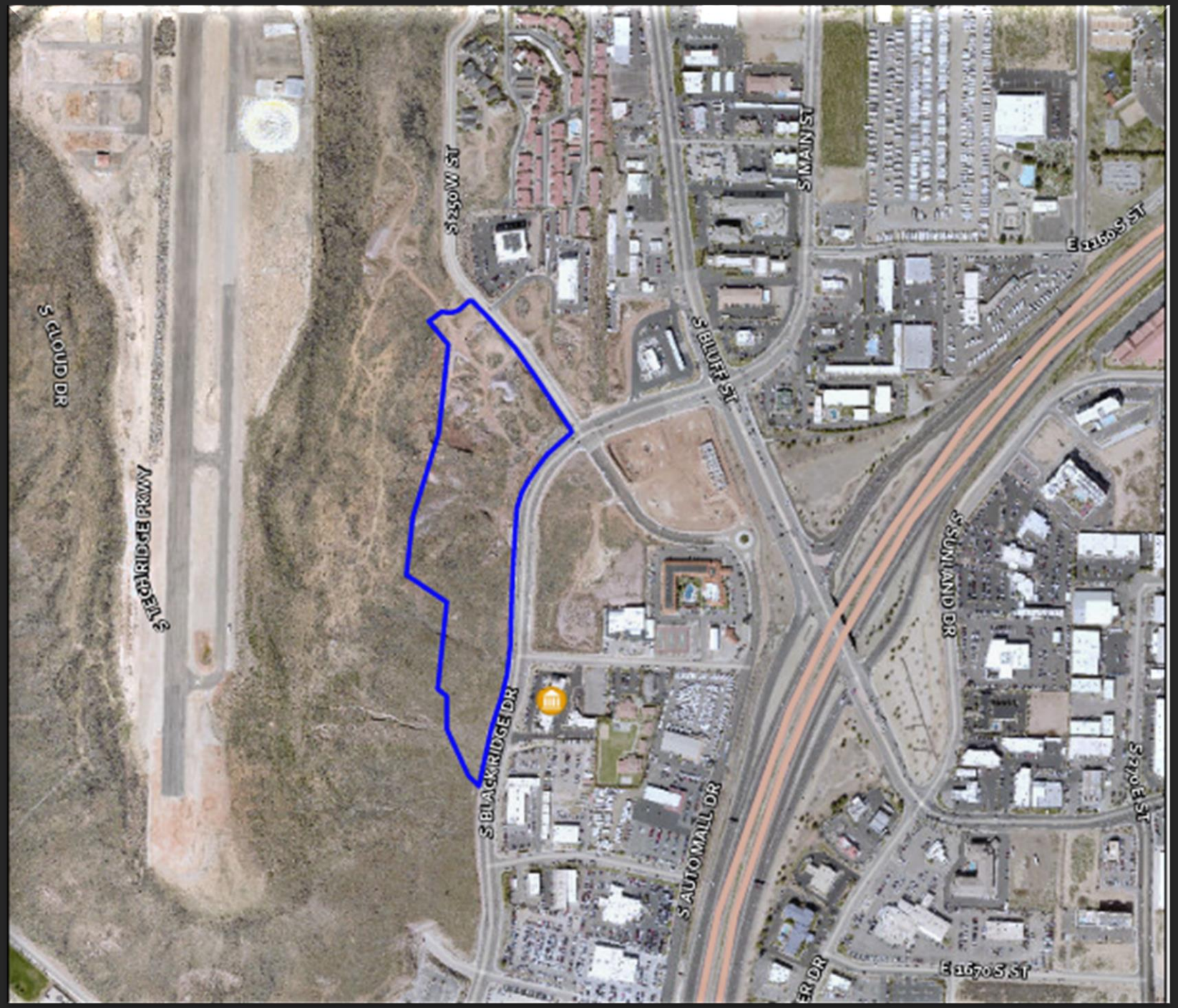
2021-ZCA-078



ST. GEORGE HOTEL COMMERCIAL PROJECT

ZONE CHANGE AMENDMENT

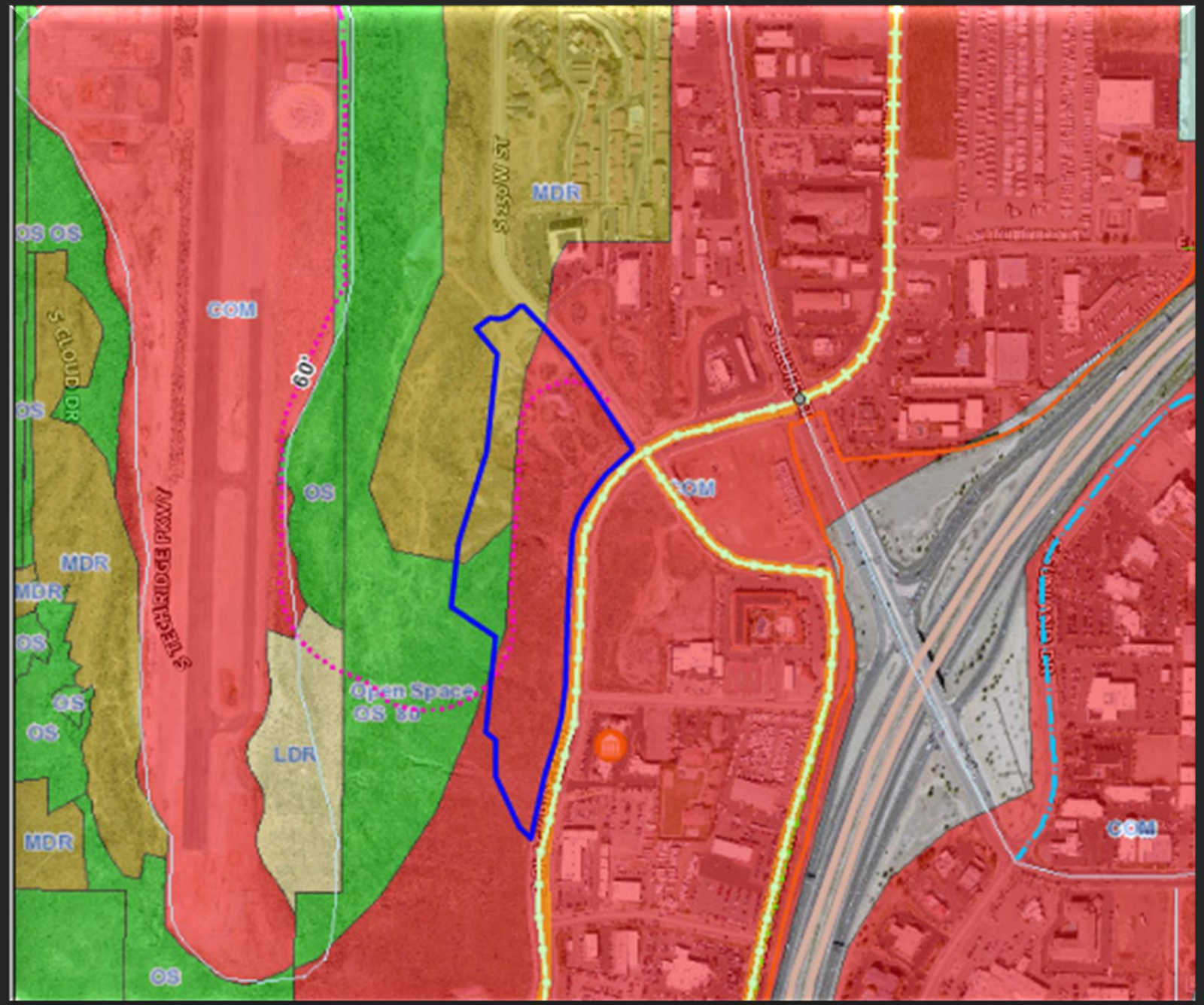
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ST. GEORGE HOTEL COMMERCIAL PROJECT

ZONE CHANGE AMENDMENT

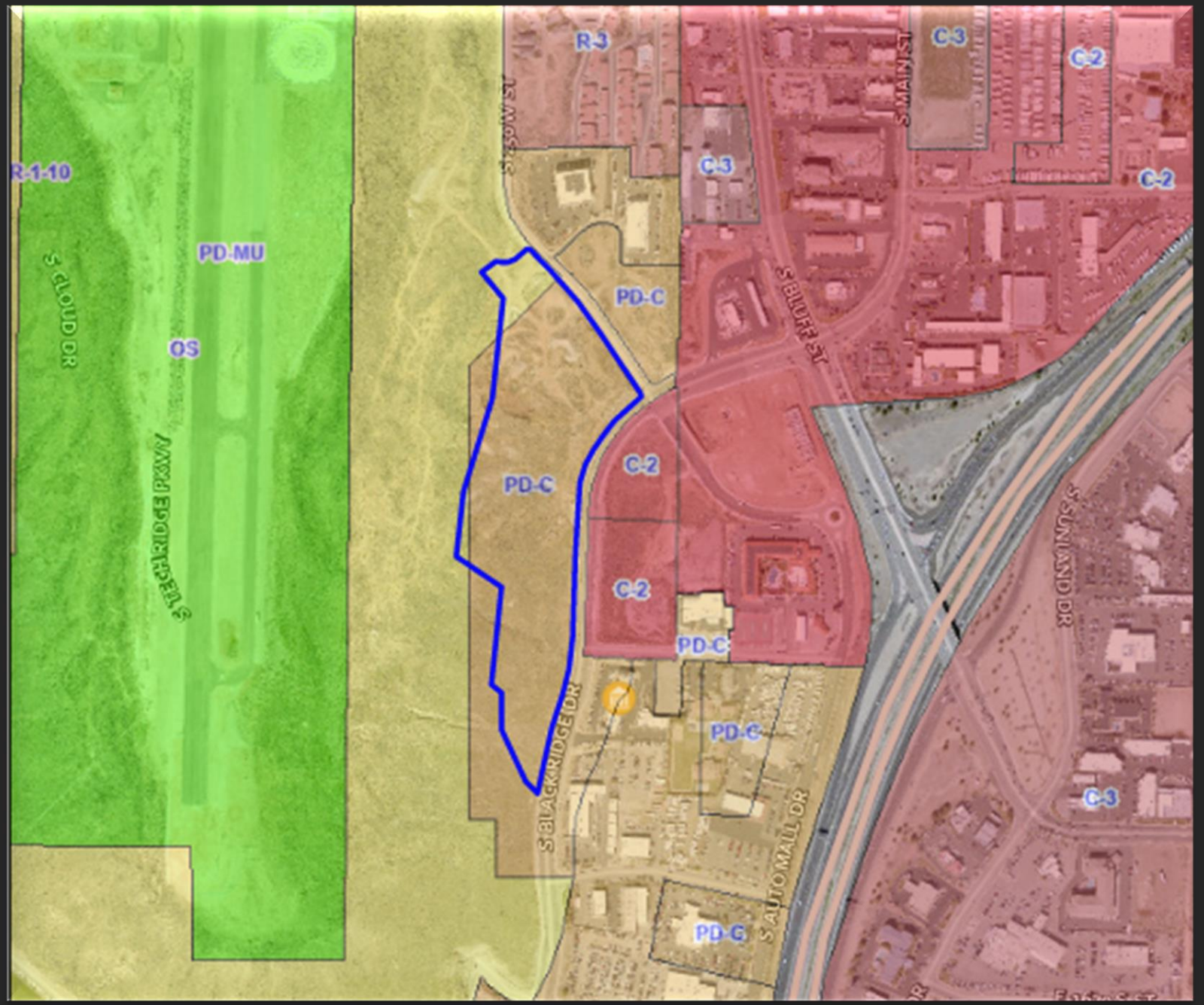
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ST. GEORGE HOTEL COMMERCIAL PROJECT

ZONE CHANGE AMENDMENT

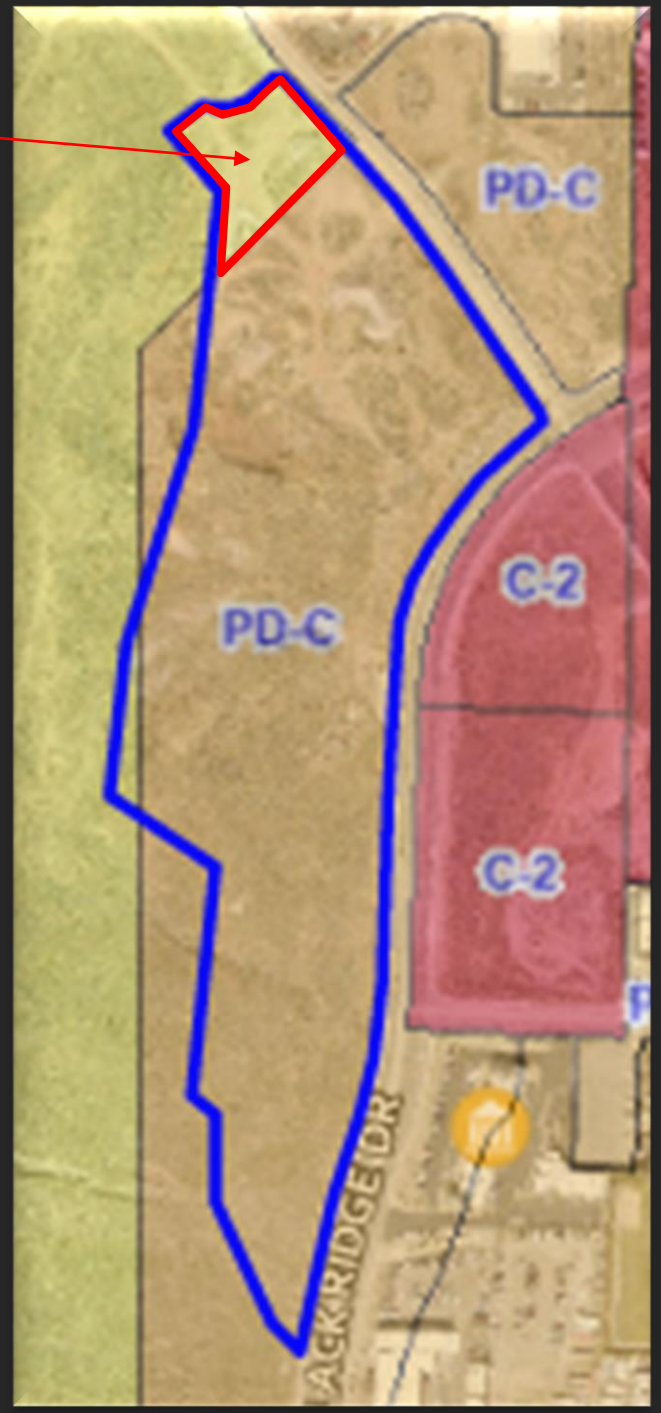
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ST. GEORGE HOTEL COMMERCIAL PROJECT

ZONE CHANGE AMENDMENT

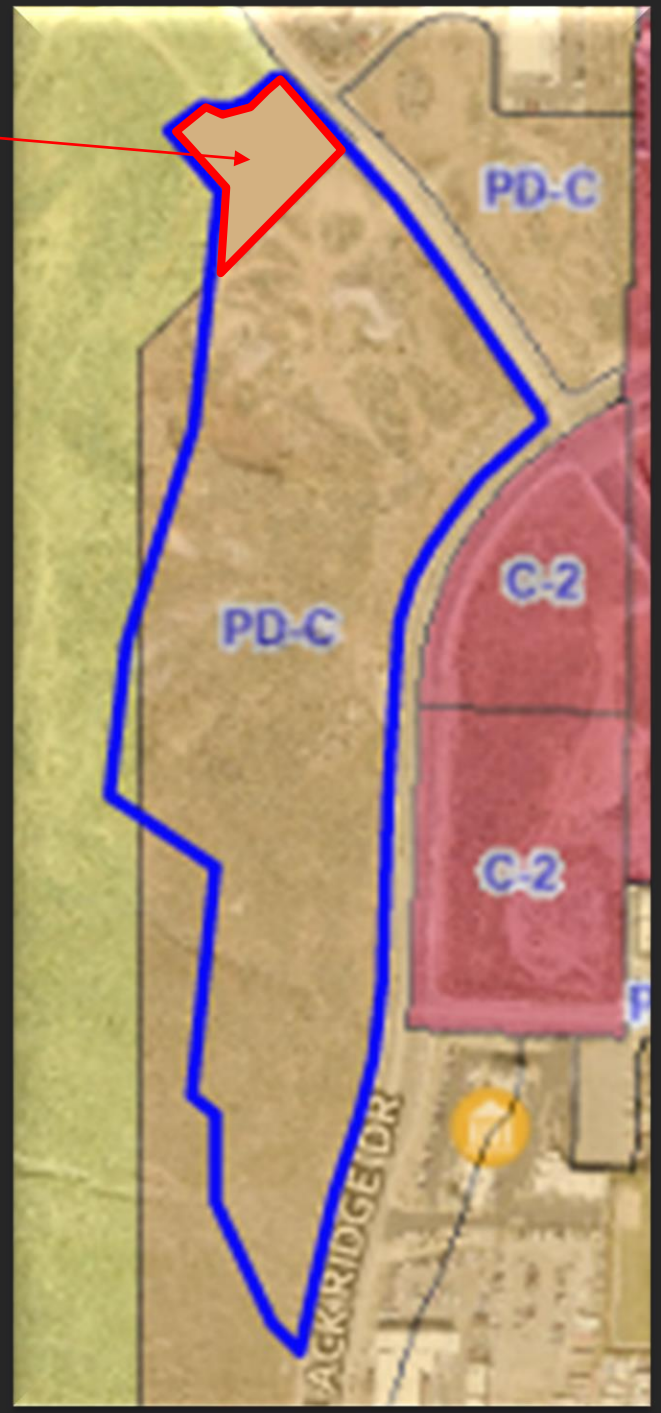
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ST. GEORGE HOTEL COMMERCIAL PROJECT

ZONE CHANGE AMENDMENT

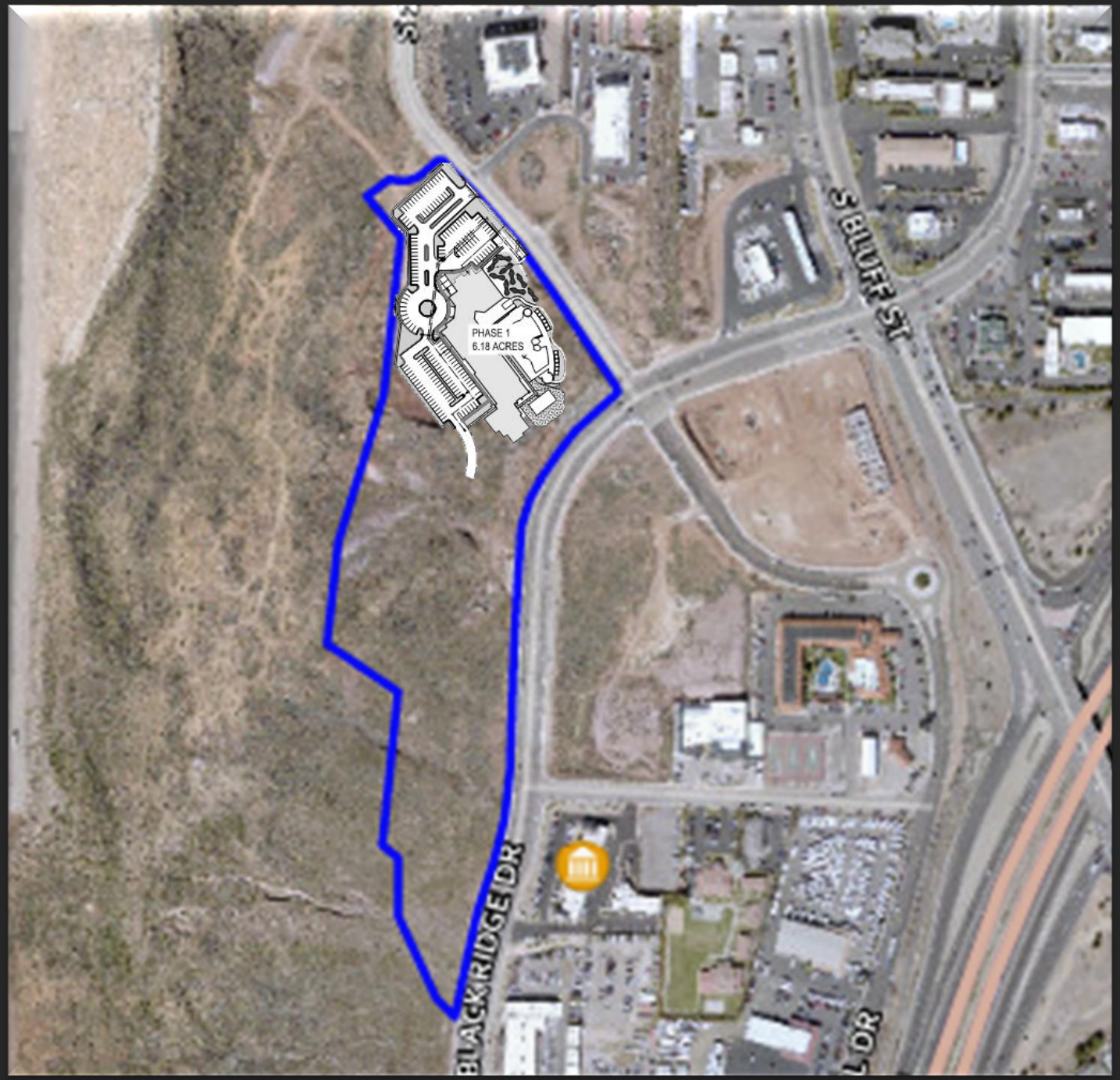
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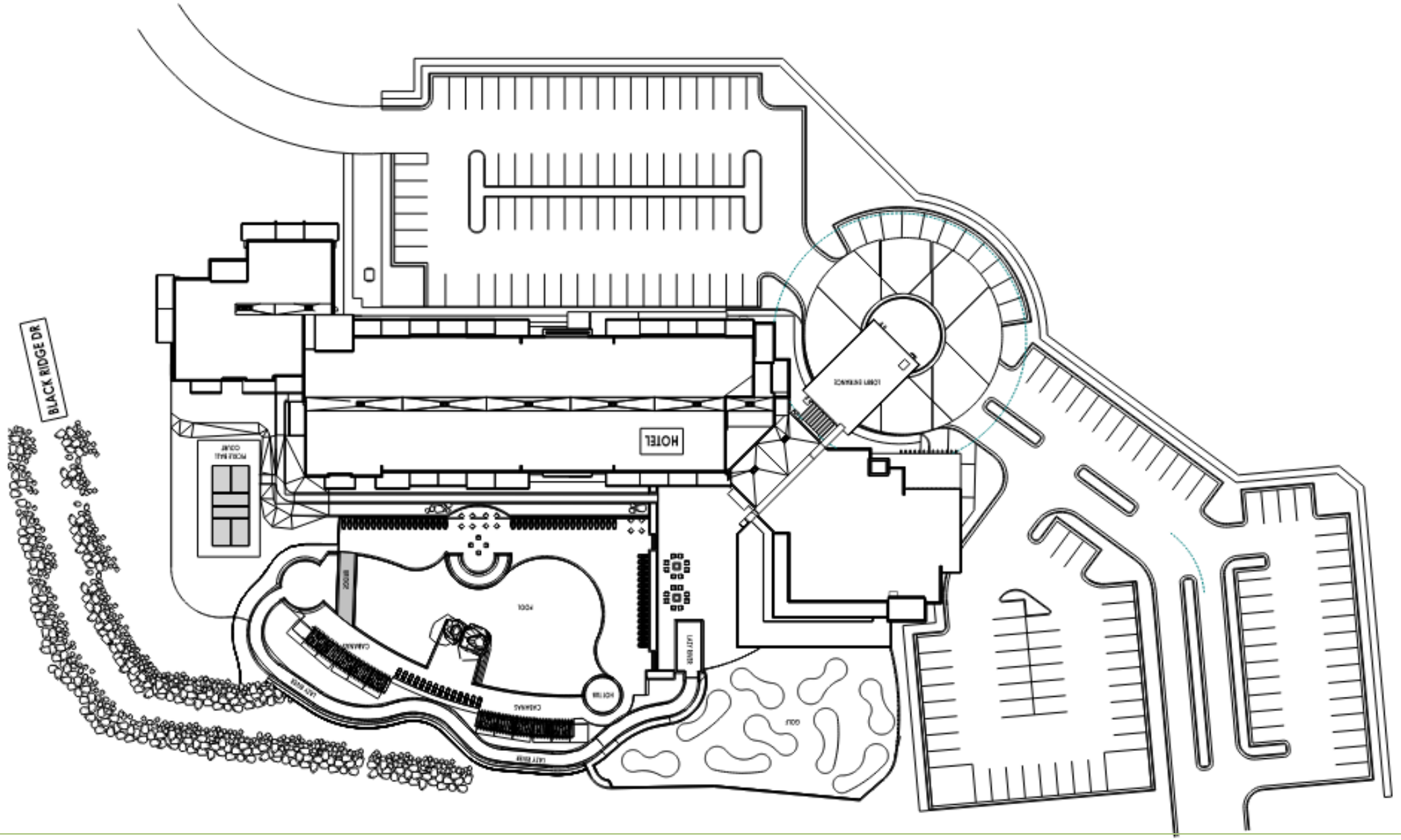


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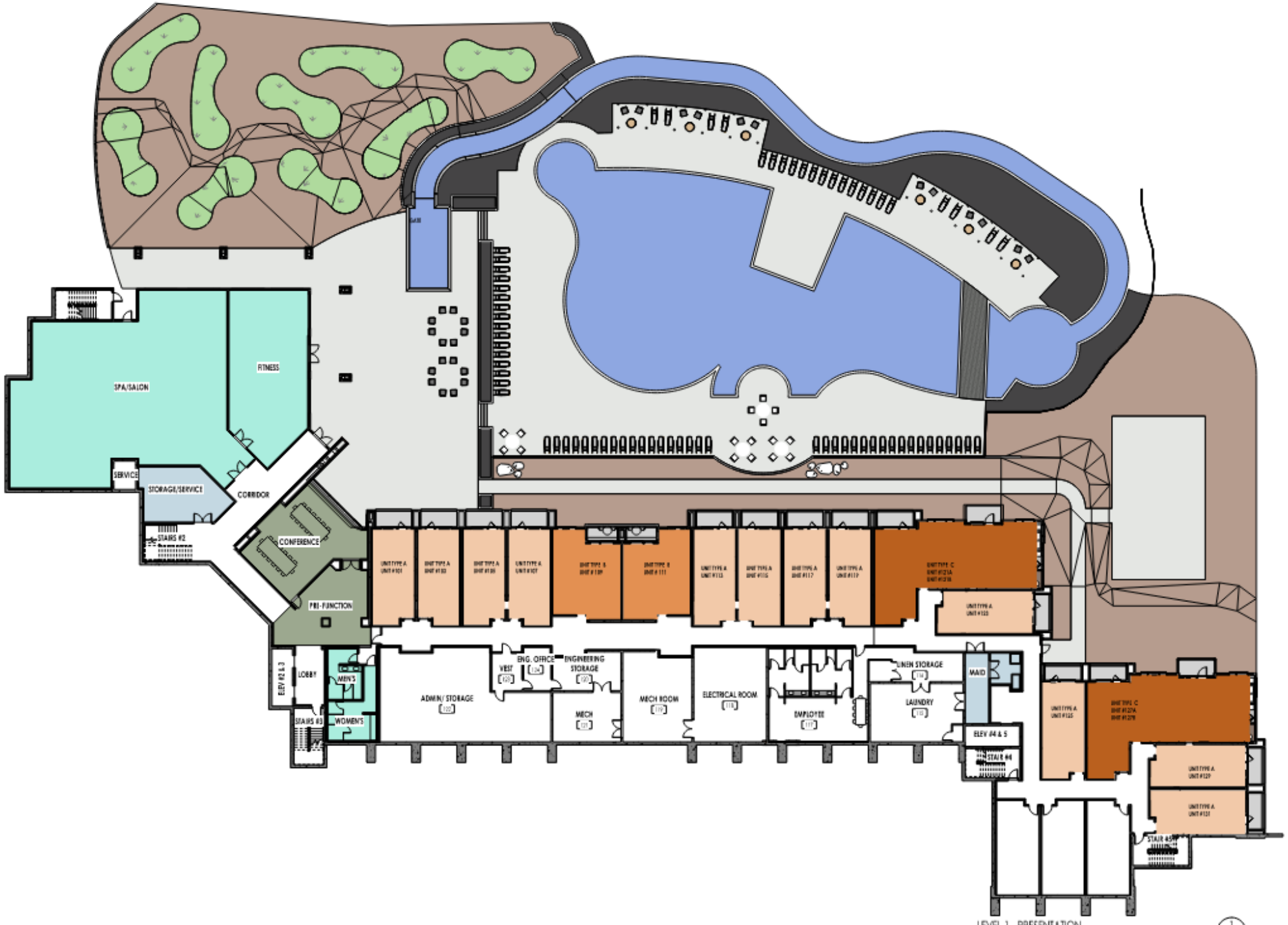
ZONE CHANGE AMENDMENT

2021-ZCA-078



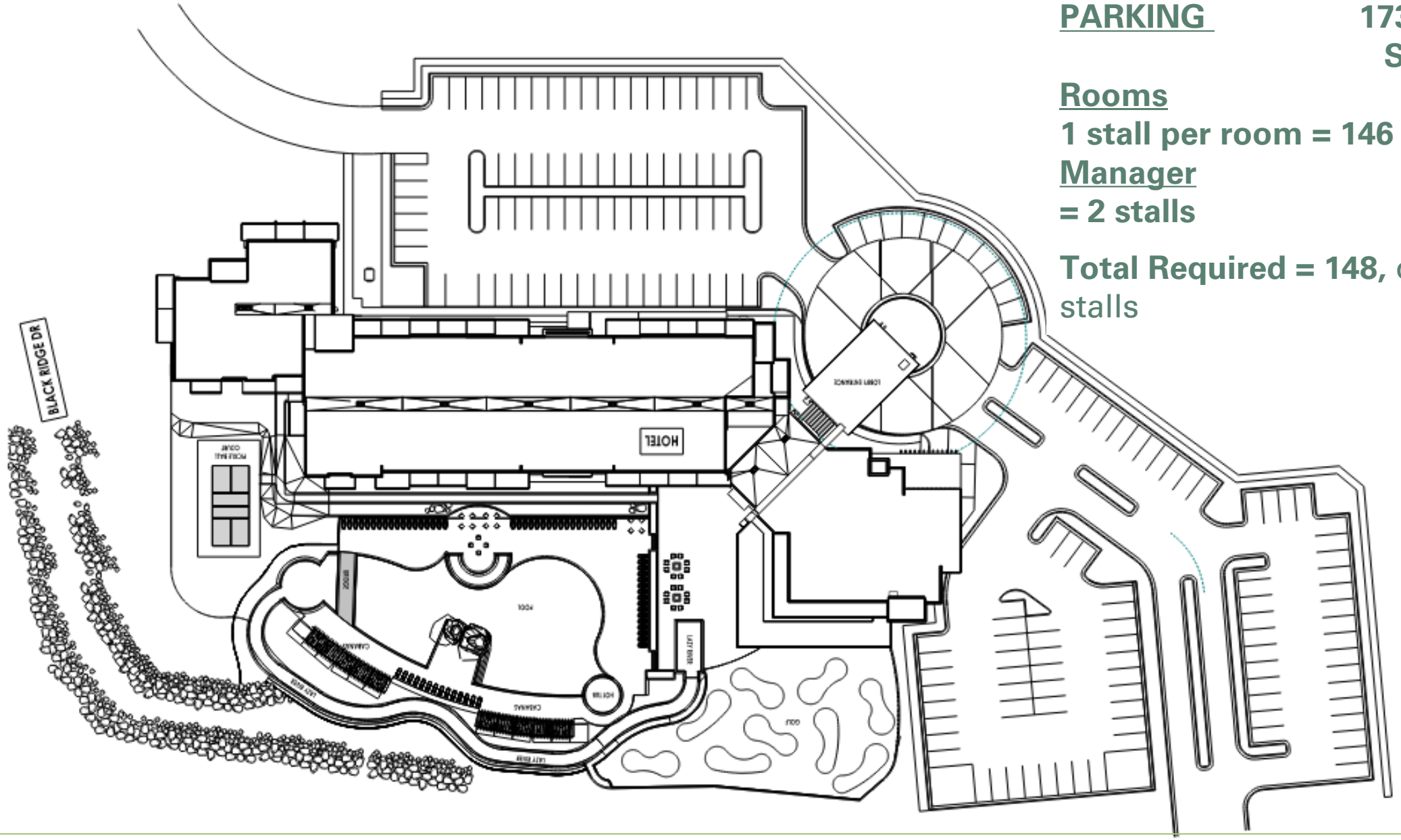


250 North


SPA/SALON
FITNESS
SERVICE
STORAGE/SERVICE
CORRIDOR
STAIRS #2
CONFERENCE
PRE-FUNCTION
ELEV #2 & 3
LOBBY
MEN'S
WOMEN'S
STAIRS #3
ADMIN/ STORAGE
VEST
ENG. OFFICE
ENGINEERING STORAGE
MECH
MECH ROOM
ELECTRICAL ROOM
EMPLOYEE
LINEN STORAGE
LAUNDRY
MAID
ELEV #4 & 5
STAIR #4
STAIR #5

Number of stories = 5
Number of Rooms = 146
Amenities = Pool, spa, fitness center, pickleball court, miniature golf





PARKING **173 Stalls Shown**

Rooms

1 stall per room = 146 stalls

Manager

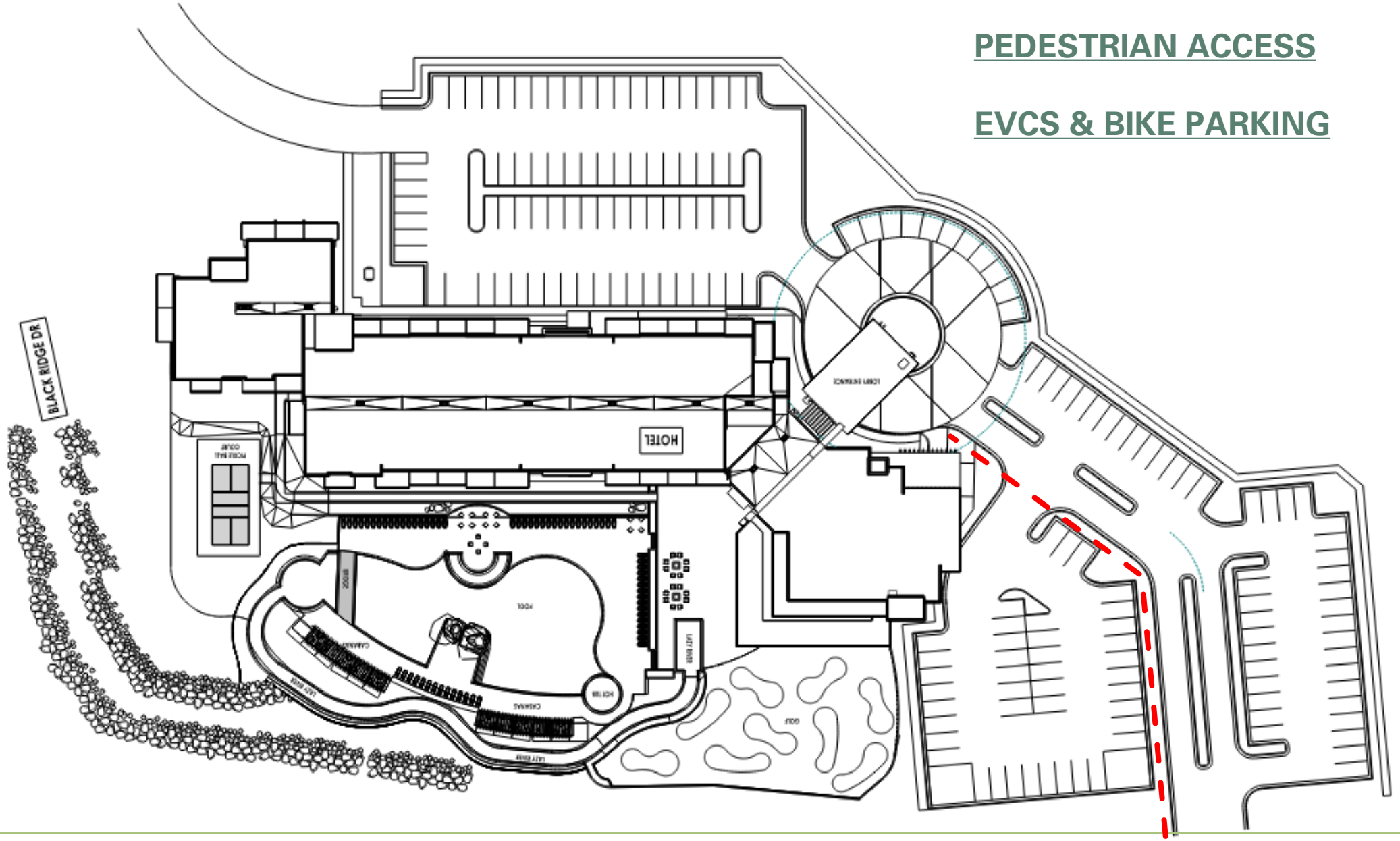
= 2 stalls

Total Required = 148, over 33 stalls

250 North

PEDESTRIAN ACCESS

EVCS & BIKE PARKING



250 North



PLANTING PLAN

LANDSCAPE & BUFFER



NORTH PRESENTATION 1

Maximum Height = 63’



EAST PRESENTATION 2



SOUTH PRESENTATION 1



WEST PRESENTATION 2











Typ. Stucco Color

Sherwin Williams

Patience

Accent Stucco Color

Sherwin Williams

Kilim Beige

Trim & Railing Color

Sherwin Williams

Song Thrush



Stone Masonry

Chief Cliff Blend



Accent Exposed Beams

Raw Steel

MATERIAL BOARD

RECOMMENDATION:

The Planning Commission Recommended approval of this Zone Change Amendment with the following conditions:

1. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
2. The future restaurant will be required to meet the parking regulations at one space per 100sq.ft. for the dining area and one space for 250sq.ft. for the kitchen space at the time of the certificate of occupancy for the restaurant.
3. A maximum height of no more than 63’ will be allowed for all structures.
4. Approval of this zone change amendment is conditional upon approval of the hillside development permit.
5. The applicant will work with staff on the landscape plan.
6. The applicant will work with staff on the color pallet using blacks and grays to blend in with the surrounding hillside.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONING FROM R-1-10 (SINGLE FAMILY RESIDENTIAL) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 1.02 ACRES AND AMENDING THE BLACKRIDGE COMMERCIAL CENTER PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APROXIMATELY 17.03 ACRES, GENERALLY LOCATED ON THE NORTHWEST CORNER OF BLACKRIDGE DRIVE AND 250 WEST STREET, AND TO APPROVE CONCEPTUAL LAYOUT, ELEVATIONS, SITE PLAN, LANDSCAPING, AND PARKING.

(St. George Hotel Commercial Project)

WHEREAS, the property owner has requested a zone change from R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) zone on approximately 1.02 acres, and to amend the PD-C (Planned Development Commercial) zone on approximately 17.03 acres, generally located on the northwest corner of Blackridge Drive and 250 West Street. The review includes the conceptual layout, elevations, site plan, landscaping, and parking; and

WHEREAS, the Planning Commission held a public hearing on this request on October 26, 2021; and

WHEREAS, the Planning Commission recommends approval of the requested zone change amendment and project concept; and

WHEREAS, the City Council has determined that the requested change to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed from R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) zone on approximately 1.02 acres, and to reflect the zone change amendment to the PD-C (Planned Development Commercial) zone, on approximately 17.03 acres, generally located on the northwest corner of Blackridge Drive and 250 West Street. The property affected by this zone change amendment is more specifically described on the legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 7th day of October 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A" – Legal Description

Legal Description:

Beginning at a point on the westerly Right of Way line of Black Ridge Drive, said point being North 00°36'29" East 225.07 feet along the West Township Line and West 553.82 feet from the Southwest Corner of Section 31, Township 31 South, Range 15 West, Salt Lake Base & Meridian, said and running:

Thence North 51°25'53" West 50.23 feet;

Thence North 21°34'44" West 232.85 feet;

Thence North 03°38'37" West 146.57 feet;

Thence North 33°02'35" West 33.08 feet;

Thence North 00°36'37" East 390.46 feet;

Thence North 50°08'42" West 198.07 feet;

Thence North 01°29'33" East 282.22 feet;

Thence North 16°23'56" East 371.80 feet;

Thence North 07°37'29" East 420.02 feet;

Thence North 42°53'05" West 109.01 feet;

Thence North 46°53'35" East 67.10 feet;

Thence easterly 126.21 feet along an arc of a 154.51 foot radius curve to the left (center bears North 01°51'40" East long chord bears North 68°27'37" East 122.73 feet with a central angle of 46°48'07");

Thence North 45°03'33" East 13.95 feet to the westerly Right of Way line of 250 West Street, and running southeasterly the following (8) courses along said line;

Thence South 42°54'40" East 88.43 feet;

Thence southeasterly 39.99 feet along an arc of a 800.50 foot radius curve to the right (center bears South 47°05'20" West long chord bears South 41°28'48" East 39.98 feet with a central angle of 02°51'44");

Thence South 40°02'56" East 60.13 feet;

Thence southeasterly 39.99 feet along an arc of a 800.50 foot radius curve to the left (center bears North 49°57'04" East long chord bears South 41°28'48" East 39.98 feet with a central angle of 02°51'44");

Thence South 42°54'40" East 29.99 feet;

Thence southeasterly 120.40 feet along an arc of a 770.00 foot radius curve to the right (center bears South 47°05'20" West long chord bears South 38°25'53" East 120.28 feet with a central angle of 08°57'33");

Thence South 33°57'07" East 340.27 feet;

Thence southerly 30.64 feet along an arc of a 20.00 foot radius curve to the right (center bears South 56°02'53" West long chord bears South 09°56'26" West 27.73 feet with a central angle of 87°47'06") to the westerly Right of Way line of Black Ridge Drive and running southwesterly the following (4) courses along said west line;

Thence southwesterly 532.56 feet along an arc of a 593.00 foot radius curve to the left (center bears South 36°10’01” East long chord bears South 28°06’18” West 514.84 feet with a central angle of 51°27’22”);

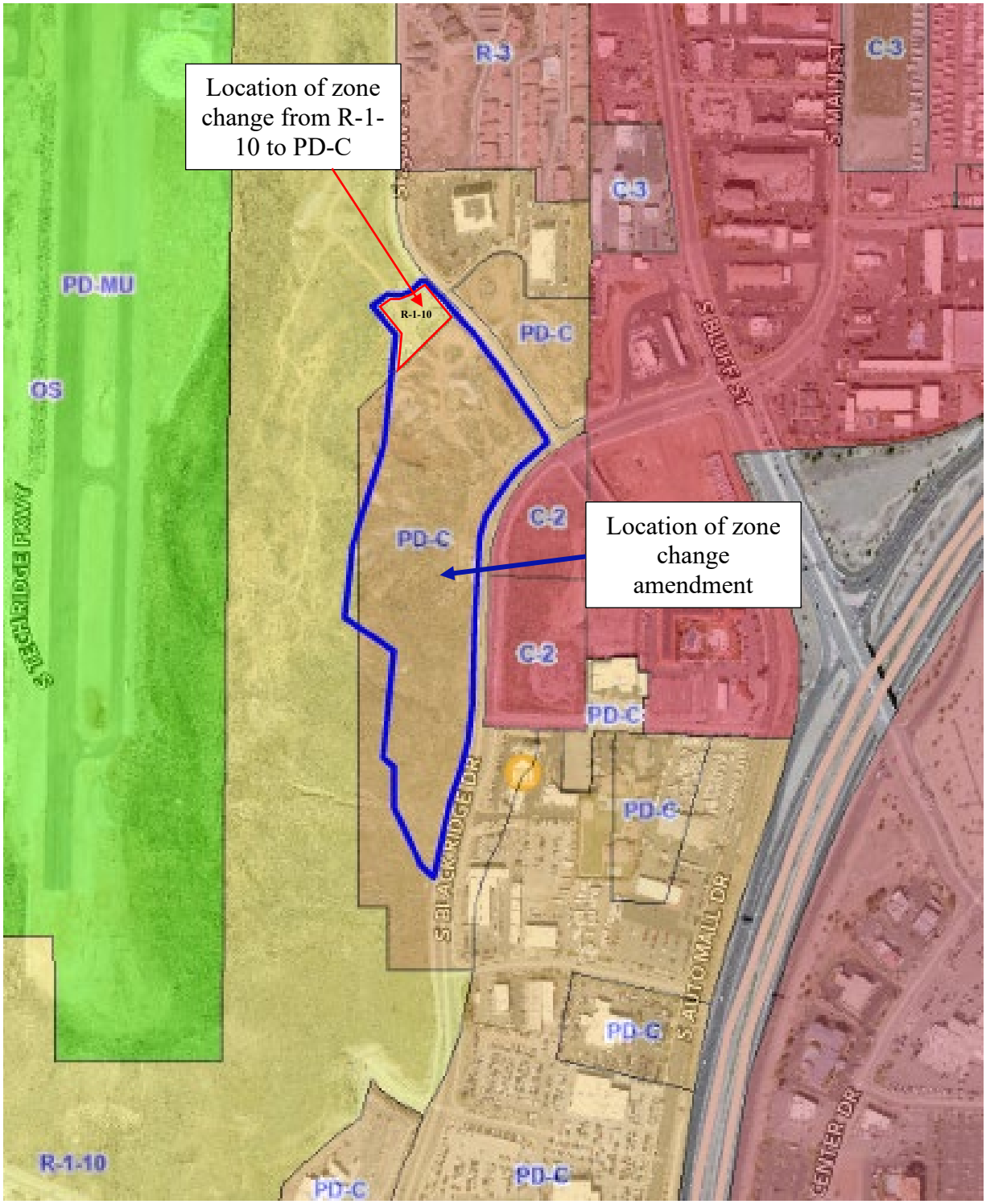
Thence South 02°22’37” West 537.77 feet;

Thence southerly 294.63 feet along an arc of a 950.00 foot radius curve to the right (center bears North 87°37’23” West long chord bears South 11°15’43” west 293.45 feet with a central angle of 17°46’11”);

Thence southerly 309.50 feet along an arc of a 1,545.00 foot radius chord curve to the left (center bears South 69°51’12” East long chord bears South 14°24’28” West 308.98 feet with a central angle of 11°28’40”) to the Point of Beginning.

Containing 741,799 square feet or 17.029 acres.

Exhibit "B" – Parcel Exhibit



DRAFT

Agenda Item Number: **07**

Request For Council Action

Date Submitted	11/10/2021 09:48 AM
Proposed City Council Date	11/18/2021
Applicant	Kae Heward Alpha Engineering
Subject	Consider approval of an ordinance amending the Tonaquint Center PD-C (Planned Development Commercial) zone for an office building to be known as Onset Financial Building on approximately 3.11 acres located at southeast corner of Dixie Drive and Silicon Way. Case No. 2021-ZCA-079
Background	The proposal is for a office building for Onset Financial. The underlying general plan is COM (Commercial). The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommended approval with no conditions.
Cost	
Action Taken	
Requested by	Mike Hadley
File Attachments	cc2021-zca-079onsetfinancialbuilding111021094810.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ZONE CHANGE AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 10/26/2021
CITY COUNCIL AGENDA REPORT: 11/18/2021

Zone Change Amendment
Onset Financial Building
Case No. 2021-ZCA-079

Request:	Consider a zone change amendment to the Tonaquint Center PD-C (Planned Development Commercial) to build an office building for Onset Financial Headquarters. This request to review the site plan and elevations on approximately 3.11 acres.
Applicant:	JustAng SG LLC
Representative:	Kae Heward Alpha Engineering
Area:	3.11 acres
Location:	Southeast Corner of Silicon Way and Dixie Drive
Current Zone:	PD-C (Planned Development Commercial)
General Plan:	COM (Commercial).
APN:	SG-6-2-35-230
Background:	The Onset Financial Office Building is a four-story building designed to provide office space for the Onset Financial headquarters. It is located near the intersection of Silicon Way and Dixie Drive. The building offers the employees a lifestyle floor to help provide for a healthy lifestyle. Floors 2 and 3 are for the sells and marketing teams and the fourth floor will serve as an executive suite for the CEO.

.**EXAMPLE**
Motion to Approve: The following are suggested conditions and comments:

1. Zoning – The PC recommends the PD-C zone change amendment as presented on 3.11 acres.

2. Site Plan – The conceptual layout as presented is approved.

3. Colors & Materials – As presented the colors and materials are approved.

4. Building Height - The maximum height for a building in the PD-C zone is 50 feet. The city council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following:

    a. Proposed setbacks provide an appropriate buffer to neighboring properties.
    b. Increased landscaping enhances the project and reduces any negative impacts
    c. Site layout and design enhance the project and reduce any negative impacts.
    d. The massing and building scale is appropriate for the location;
    e. The proposed height increase is appropriate for the area; and
    f. The increase in height is consistent with any applicable master plan

    Staff believes that the location, design, and placement of the building on the site is appropriate to recommend approval for the increased height.

5. Setbacks – Setbacks shall meet the Zoning Ordinance (*staff will confirm this during the SPR process*).

6. Parking – The parking on site shall meet the Zoning Ordinance (*staff will confirm this during the SPR process*).

7. Landscaping – The applicant shall provide landscaping to comply with Title 10 Chapter 25 'Landscaping' in the Zoning Ordinance (*staff will confirm this during the SPR process*).

8. Lighting – The applicant shall provide a photometric plan with submittal of the SPR and demonstrate that lighting will not exceed 1 ft candle at property line and shall not exceed 15 ft candle on site. Dark sky style lighting fixtures shall be used to avoid a nuisance as seen from adjacent residential neighborhoods and surrounding community.

9. SPR – Upon approval of the zone change, the applicant shall submit an application for a SPR (Site Plan Review) along with the required civil engineering plan set which may include but not be limited to: cover sheet, site plan, grading plan, erosion control plan, utility plan, landscape plan, irrigation plan, and photometric plan.

Recommendation: Staff recommends approval of this zone change amendment request.

Planning Commission: The Planning Commission recommended approval of the application with the requested increase in building height.

Alternatives:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Table the proposed zone change to a specific date.

Area View



Narrative

RE: Secondary Zone Change Application Narrative - Onset Financial Headquarters

We have prepared the following narrative to accompany the Planned Development Commercial Secondary Zone Change Application for the proposed Onset Financial Headquarters, located in St. George, Utah near the intersection of Dixie Drive and Silicon Way.

This four-story office building is nestled on the east edge of the property with parking on three sides of the building. This positioning embraces the natural topography of the site by following the Santa Clara River and providing employees with unincumbered views of the neighboring bluffs and peaks of Snow Canyon in the distance.

Constructed as a steel frame and concrete deck system, the building stands four-stories tall and strikes a dramatic form against the desert landscape. Subtle shifting in the orientation of each floor plate offers unique indoor & outdoor spaces on each level. Exterior zinc metal panels comprise the majority of the exterior façade. An aluminum curtainwall system with high performance glazing system enables the building to perform under the extreme conditions of southern Utah.

The main entrance hall is accessible from both sides of the building. As vestibule serves as the conventional entrance from the parking and drop-off lane on the west side. Yet the lobby also has operable glass windows on both sides that open to blur the line between indoor and outdoor space.

The first floor is considered the “Lifestyle Level,” with an array of employee amenities. Prominently positioned directly behind the reception desk is the game room with a half-court basketball court and other gaming options. A “Bistro” stocked with snacks and designed to host large groups of employees at any time is open to an outdoor terrace on the east side of the building, protected from the relentless southern Utah sun. The “Fitness Center” loaded with the latest equipment is positioned to view primarily north, ideal for group activities and personal fitness. Upscale locker rooms afford employees every opportunity to take advantage of the corporate amenities and encourage a well-rounded, healthy lifestyle.

An interior atrium with a grand stair climbs through the center of the building. This “active stair” encourages employees to make the “healthy-choice” throughout their workday by opting to stay active with small bursts of daily activity. A skylight above the atrium showers the building in controlled, natural light. A rooftop mounted mechanical smoke evacuation system will rapidly direct smoke in the case of a fire out of the building and away from the key areas where occupants may be sheltering or escaping from the danger.

Level two is dedicated to Onset Financials' sales team. Glass enclosed manager offices line the west side of the building while cubicles for up to 60 employees fill the remaining interior space. A multi-media / training room bookends the north end of the building, and two unique conference rooms bookend the south end. Flanking outdoor terraces on opposite sides of the building afford the sales team access to the outdoors throughout their workday furthering daily healthy choices. This healthy corporate ethos begins at the top and by design permeates each aspect of the building's composition.

Level three is dedicated to Onset Financials' Marketing, Accounting, Documentation, Legal and Human Resources teams. Fifteen manager offices, along with cubicles for up to another 60 employees fill the floor. An executive conference suite and several private conference rooms complete the program. Another outdoor terrace with east facing views serves at the third floor's convenient access to the outdoors.

Level four is quite unique for any office building. The entire twelve thousand square foot floor serves primarily as the CEO's executive suite dedicated to his daily operations and his personal health. Guests arrive via elevator or stair and are ushered into a private executive waiting area. Here they either enter the CEO office on the north end of the building, or the conference room with west facing views. These areas are serviced by the executive kitchen and lounge, where break-out activities can take place in a more casual setting with access to a private outdoor terrace. The CEO also has a more private area on this floor dedicated to personal health and well-being. Accessed by way of a private elevator that originates from an exclusive garage on level one allows for the privacy required by the CEO. An exclusive fitness center, sauna, hot tub and locker room with access to a private open air Zen garden allow for moments of isolation and introspection. A luxurious lounge with kitchen and area for repose completes the south end of the fourth floor.

Like many conventional office buildings, the mechanical systems are located on the roof. However, by tapering the exterior walls the equipment is disguised, much like a conventional screen wall, but more integrated into the overall building composition. A bank of air source condensers serve to supply the VRF mechanical system which distribute heating and cooling in a localized and controlled manner, contribute highly to the building's overall performance and comfort. An air-handler supplies fresh, purified make-up air throughout the building.

The top of the proposed building is approximately 69'-4" from the entry on the main level as shown in the attached architectural building elevations. The site of the building has been designed to provide exterior 220 parking stalls with another 3 stalls provided in an enclosed garage within the building for an overall total of 223. The extent of the proposed landcover is shown in the Site Plan included with the Secondary Zone Change application. The site plan also shows the general location of two proposed exterior signs on the site. These signs will conform to all applicable City signage ordinances. All mechanical equipment will be screen as noted above. Utilities will be screened as noted.

installed underground and transformers will be installed and screened per St. George City Energy Services standards. It is also intended that the site improvements and buildings be constructed as a single phase. A PDF of the color and materials board is included with this submittal, while the actual physical copy will be delivered to the City on October 8, 2021.

If you have any questions regarding any of the above, feel free to reach out to me. If additional printed copies of any of the submitted items are desired, please advise, and we are happy to provide them.

Sincerely,

Jake Heward, P.E.
ALPHA ENGINEERING COMPANY

Onset Financial Building

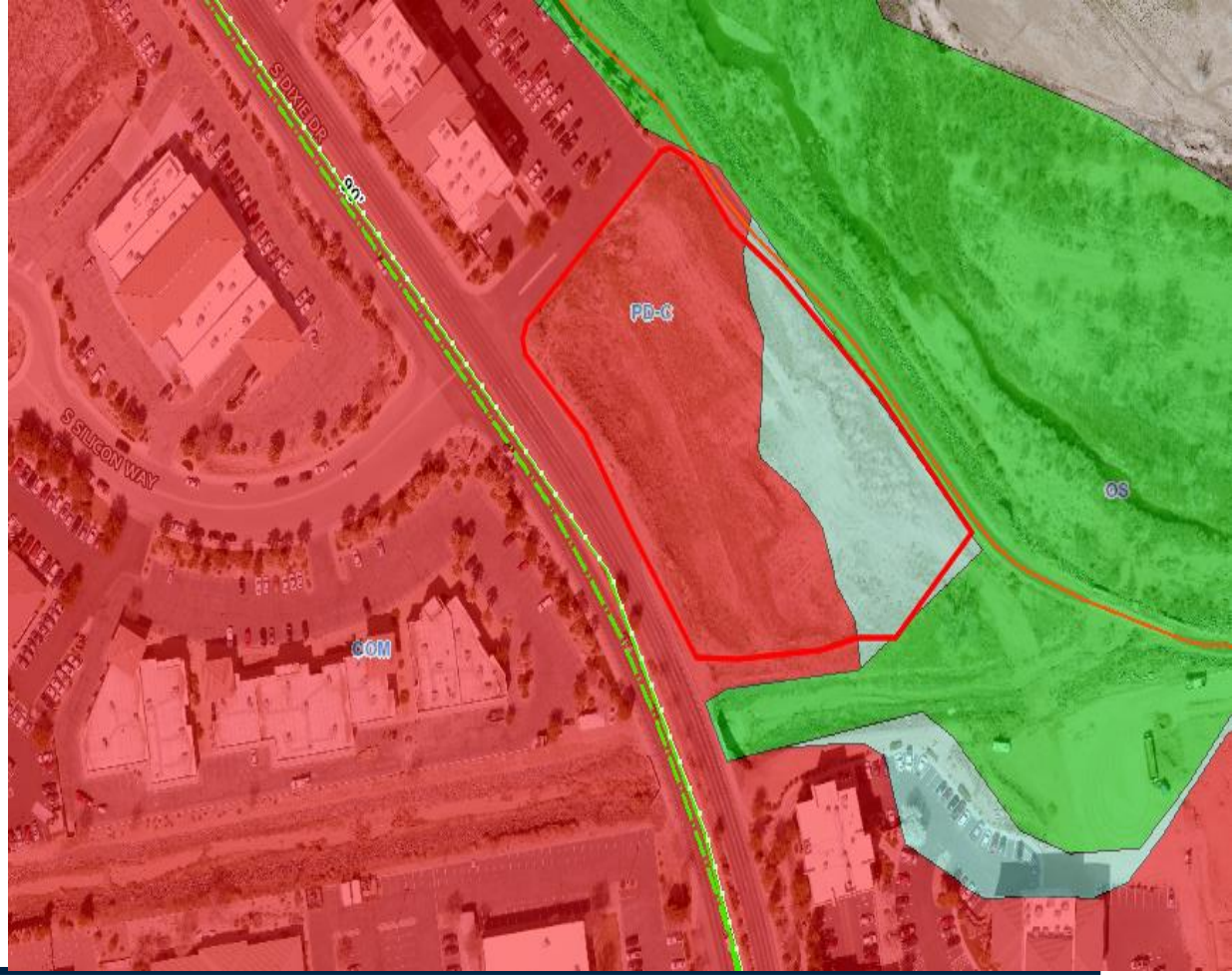
Zone Change Amendment

2021-ZCA-079

Aerial Map



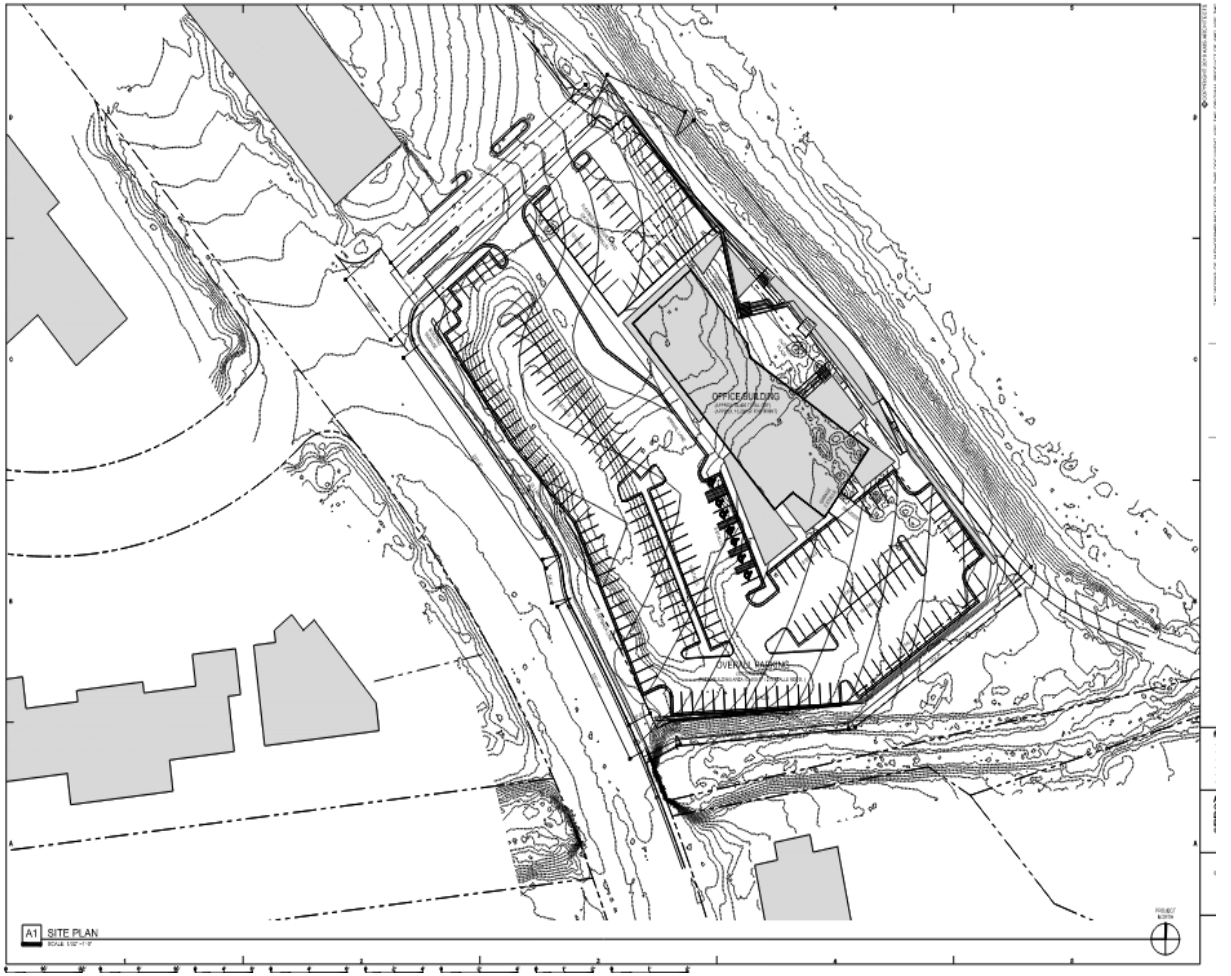
General Plan Map



Zoning Map



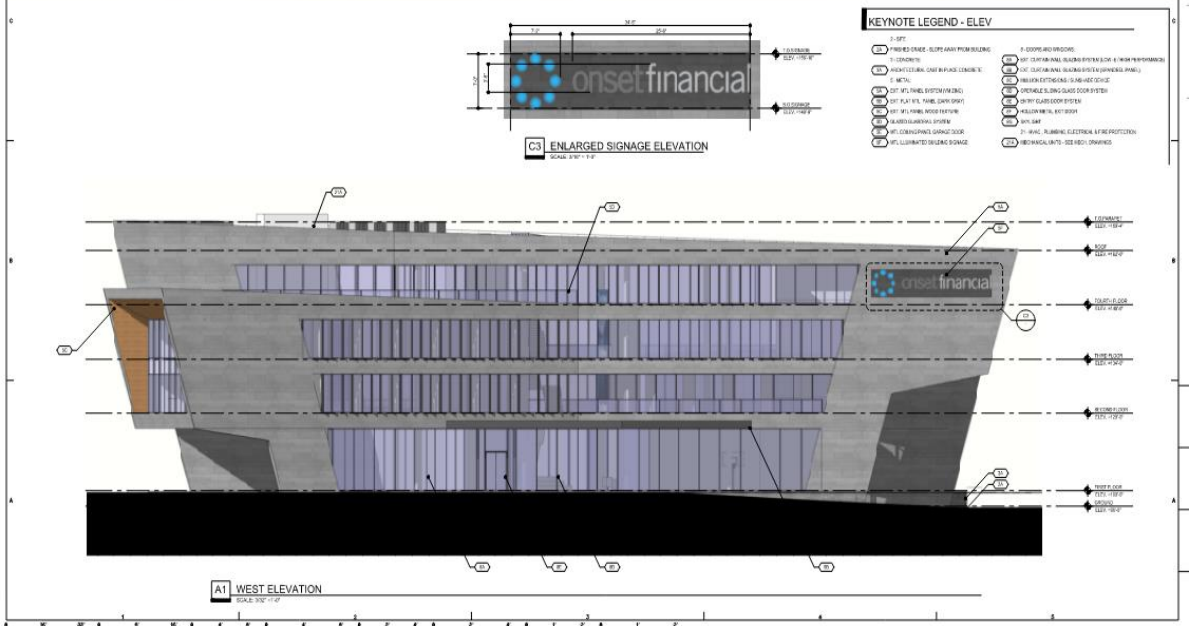
Site Plan



Elevations



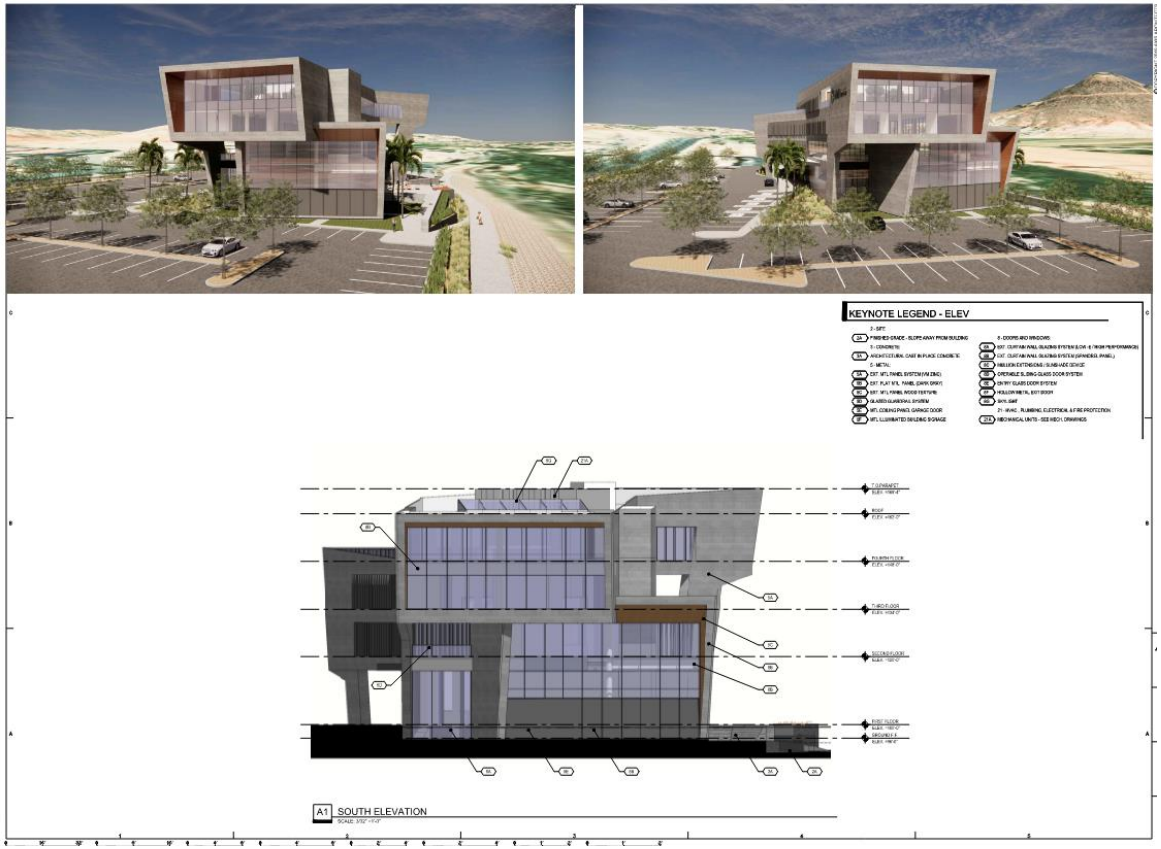

onsetfinancial


KEYNOTE LEGEND - ELEV
onsetfinancial
C3 ENLARGED SIGNAGE ELEVATION
A1 WEST ELEVATION

Elevations



Elevations



Materials Board



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE TONAQUINT CENTER PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 3.11 ACRES AT THE SOUTHEAST CORNER OF SILICON WAY AND DIXIE DRIVE TO APPROVE THE SITE PLAN TO BUILD THE ONSET OFFICE BUILDING.

(Onset Office Building)

WHEREAS, the property owner has requested a zone change amendment to the Tonaquint Center PD-C (Planned Development Commercial) on approximately 3.11 acres at the southeast corner of Silicon Way and Dixie Drive to approve a site plan to build the Onset office building.

WHEREAS, the Planning Commission held a public meeting on this request on October 26, 2021; and

WHEREAS, the City Council has determined that the requested zone change to the Zoning Map is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the amendment to the Tonaquint Center PD-C (Planned Development Commercial) on approximately 3.11 acres. The zone change amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A.” and parcel exhibit, incorporated herein as Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 18th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

All of Lot 2, Tonaquint Parkway Subdivision, Accoeding To The Official Plat Thereof, On File In The Office Of The Washington County Recorder, State Of Utah

Exhibit “B”



DRAFT

Agenda Item Number: **08**

Request For Council Action

Date Submitted	11/10/2021 09:11 AM
Proposed City Council Date	11/18/2021
Applicant	Mark Teepen
Subject	Consider approval of an ordinance changing the zoning from R-1-10 (Residential, Single Family, 10,000 sq ft minimum lot size) to R-1-8 (Residential, Single Family, 8,000 sq ft minimum lot size) on approximately 35.65 acres located approximately 1,200 feet southwest of Gap Canyon Parkway to be known as Divario Planning Area 4. Case No. 2021-ZC-077
Background	The underlying general plan is LDR (Low Density Residential) with adjacent zoning of R-1-10 (Residential, Single Family, 10,000 sq ft minimum lot size) and unincorporated county to the west and south. The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommended approval of the application.
Cost	
Action Taken	
Requested by	Dan Boles
File Attachments	cc2021-zc-077divariopa4111021091153.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 10/26/2021
CITY COUNCIL AGENDA REPORT: 11/18/2021

ZONE CHANGE
Divario PA 4 (Planning Area 4)
Case No. 2021-ZC-077

Request: This is a request to consider a zone change from R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) to R-1-8 (Single Family Residential, minimum lot size 8,000 sq ft) on approximately 35.65 acres.

Owner: St George 730, LLC

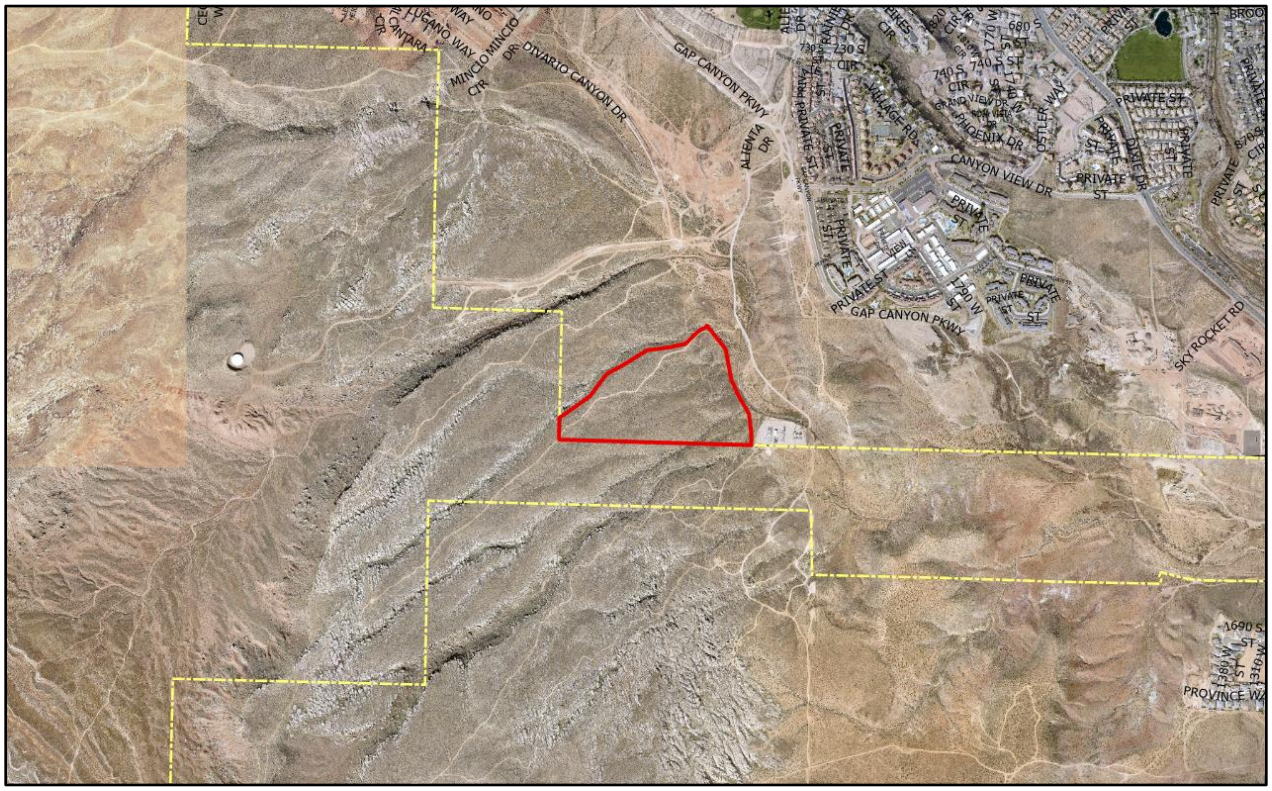
Representative: Mark Teepen

Location: The property is generally located approximately 1,200 feet south-west of Gap Canyon Parkway.

Acreage: 35.65 acres

Current Zoning: R-1-10

General Plan: LDR (Low Density Residential)



Background: The property was annexed as part of the Plantations Land in 1994. In 2007, a development agreement (DA) was approved between the developer and the City. At the time, the development was called "The Lakes". The name has since changed to "Divario". An updated development agreement was approved in 2014 which actually set forth the parameters of the development, planning areas, etc. The Planning Commission has reviewed several zone changes and plats in the development over the past two years.

Dev. Agreement: Unlike PA (Planning Area) 9, PA 4 stays within the bounds of its designated boundary. For reference though, the development agreement states the following regarding transferring densities:

> *"…Developer shall have the right to shift units from one Planning Area to another, thus modifying the relative densities in the affected Planning Areas, without being required to get City approval or to amend the Master Plan, provided that the overall maximum density for the Planned Community is not exceeded, and provided that the maximum density in any one Planning Area does not exceed the maximum density permitted in any given Planning Area in the Master Plan attached hereto."*

Planning Area four is proposed to have approximately 132 lots over the roughly 35 acres creating an overall density of approximately 3.78 units per acre, which is below the four units per acre allowed by the master plan. As the development is in the beginning stages, they have not come near the 3,196 maximum units allowed by the development agreement. The applicant is in the process of updating their traffic study as required by the development agreement.

Adjacent zones: To the north and east of the property is R-1-10 which is all undeveloped. The property to the south and west of the subject land is all unincorporated county land. The previously reviewed PA 3 is to the north-east and PA 1 is directly east approximately ¾ of a mile.

Power: At the present time, there isn't adequate power to service some of planning areas in Divario. The city has identified a solution which will require the Divario developers to dedicate easements throughout Divario for powerlines. The applicant has prepared a plat to dedicate the necessary easements and right of way for the power lines. This will enable the power department to move forward with upgrading the power system in the Divario area. Staff anticipates that those plats will be recorded by the time this request goes to City Council.

Recommendation:
Planning Commission recommends approval of this Zone Change to R-1-8. The applicant will need to work with the city to ensure that there is adequate access to power

Alternatives:

1. Recommend approval as presented.
2. Recommend denial.
3. Table the proposed zone change amendment to a specific date.

Possible Motion: "I move that we approve the zone change for Divario PA 4 as presented, case no. 2021-ZC-077, based on the findings listed in the staff report."

Findings for Approval:

1. That a zoning map amendment application was filed by the applicant in accordance with section 10-1-8 of the St. George city code.
2. That the request is consistent with the development agreement.
3. The density meets the requirements of the general plan of four units per acre.

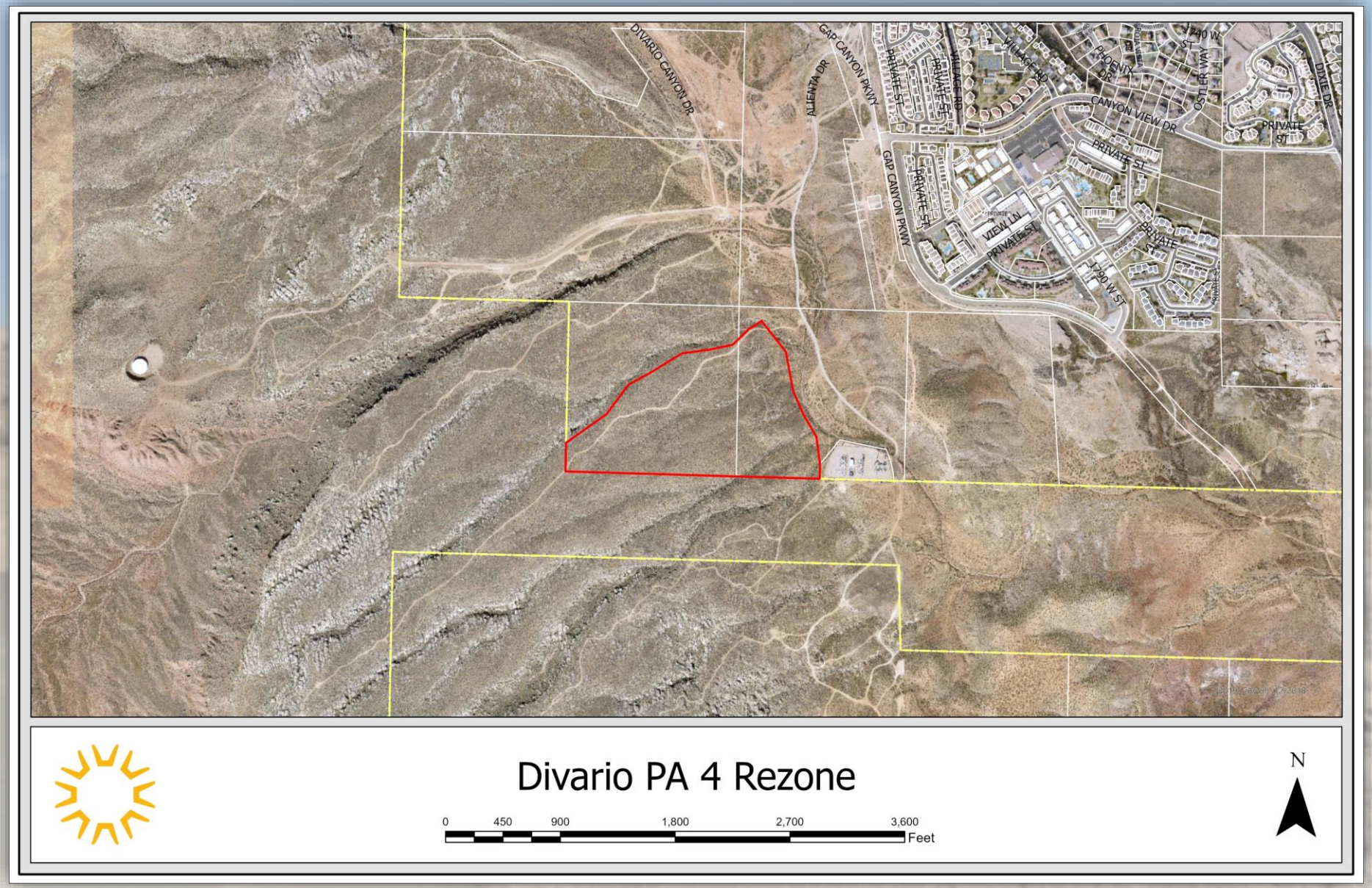
Presentation



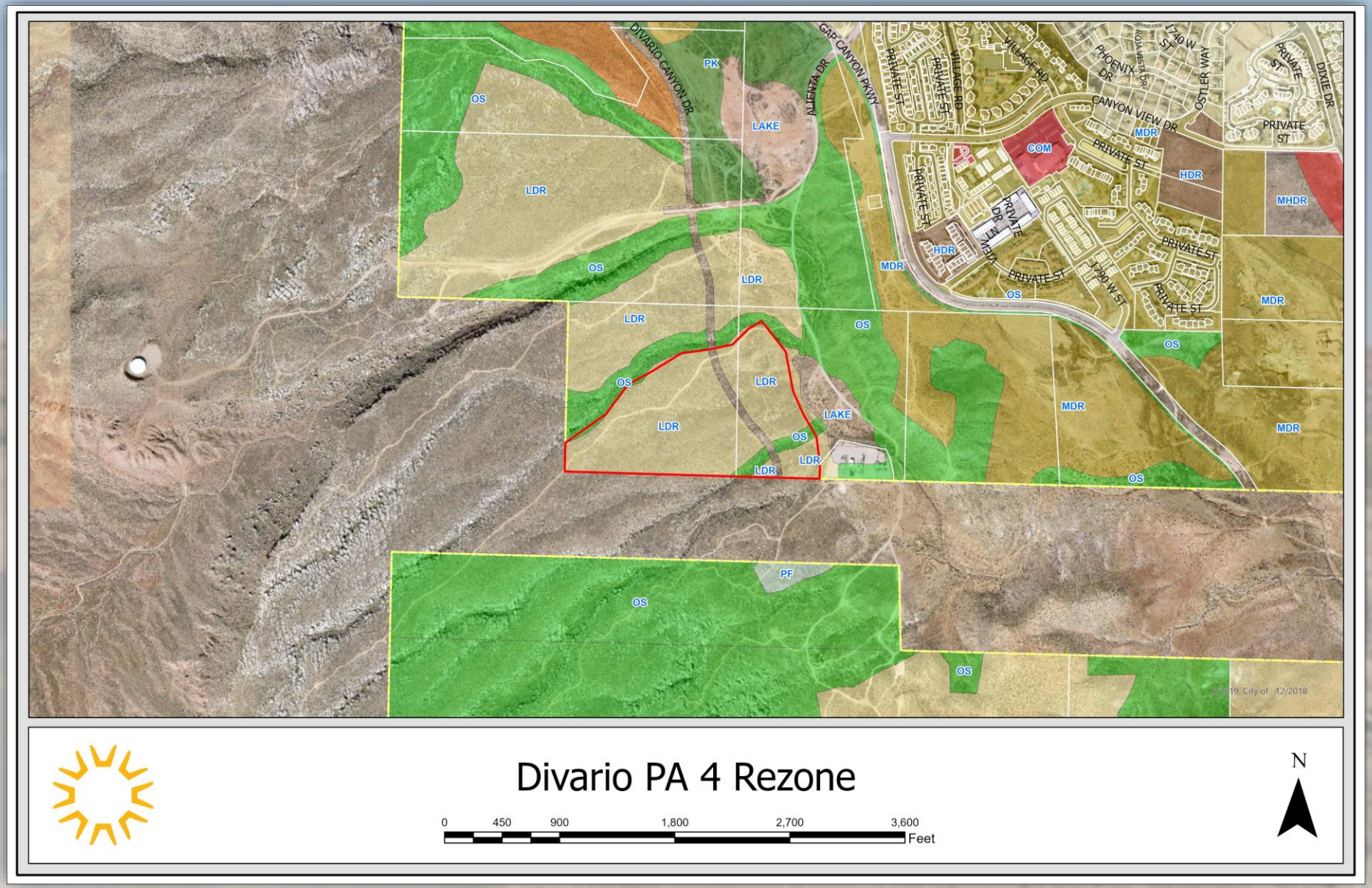
Divario Planning Area 4

2021-ZC-077

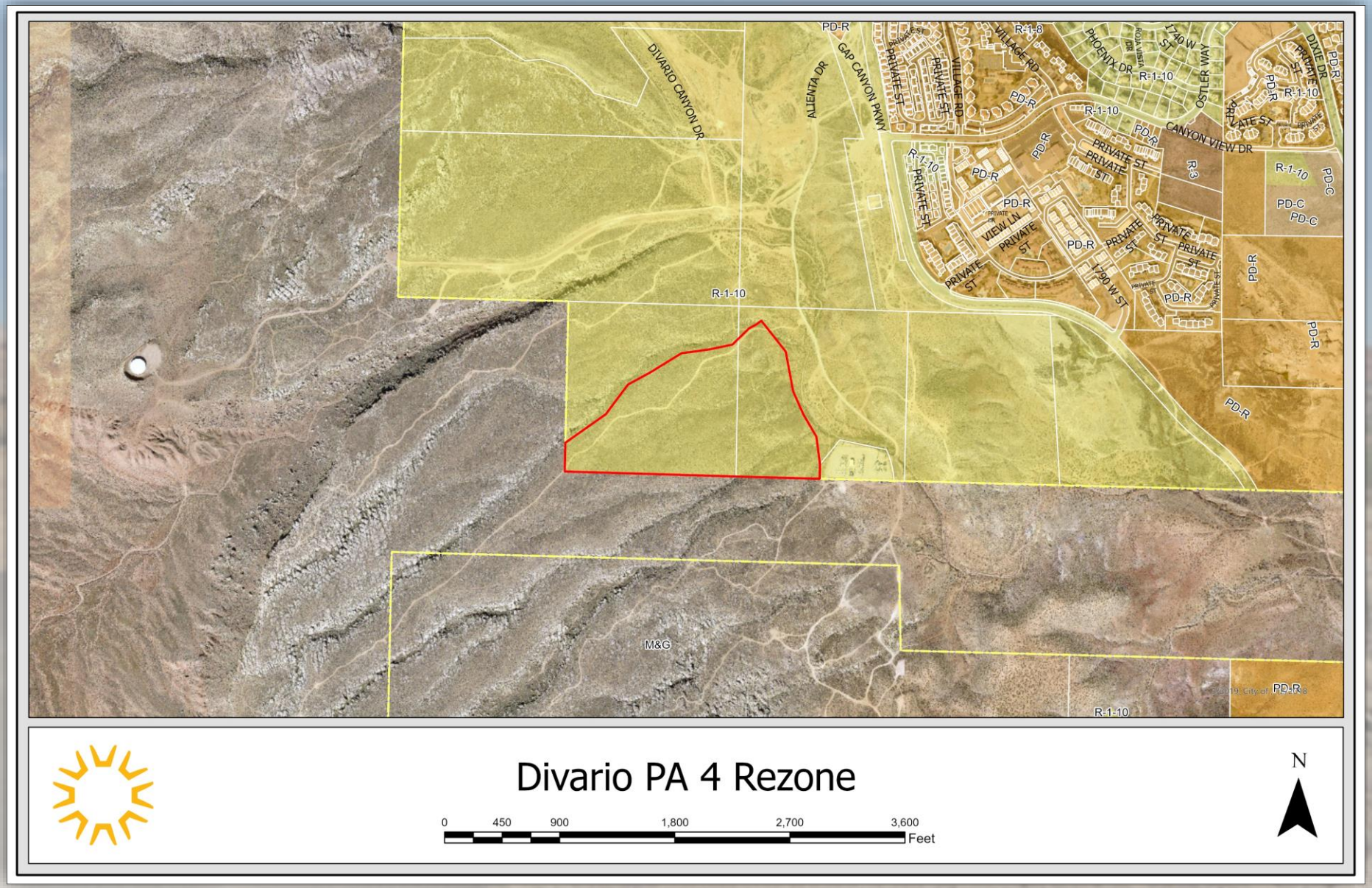
Aerial Map


DIVARIO CANYON DR
ALIENTA DR
GAP CANYON PKWY
PRIVATE ST
VILLAGE RD
PHOENIX DR
CANYON VIEW DR
OSTLER WAY
DIXIE DR
VIEW LN
Divario PA 4 Rezone
0
450
900
1,800
2,700
3,600
Feet
N

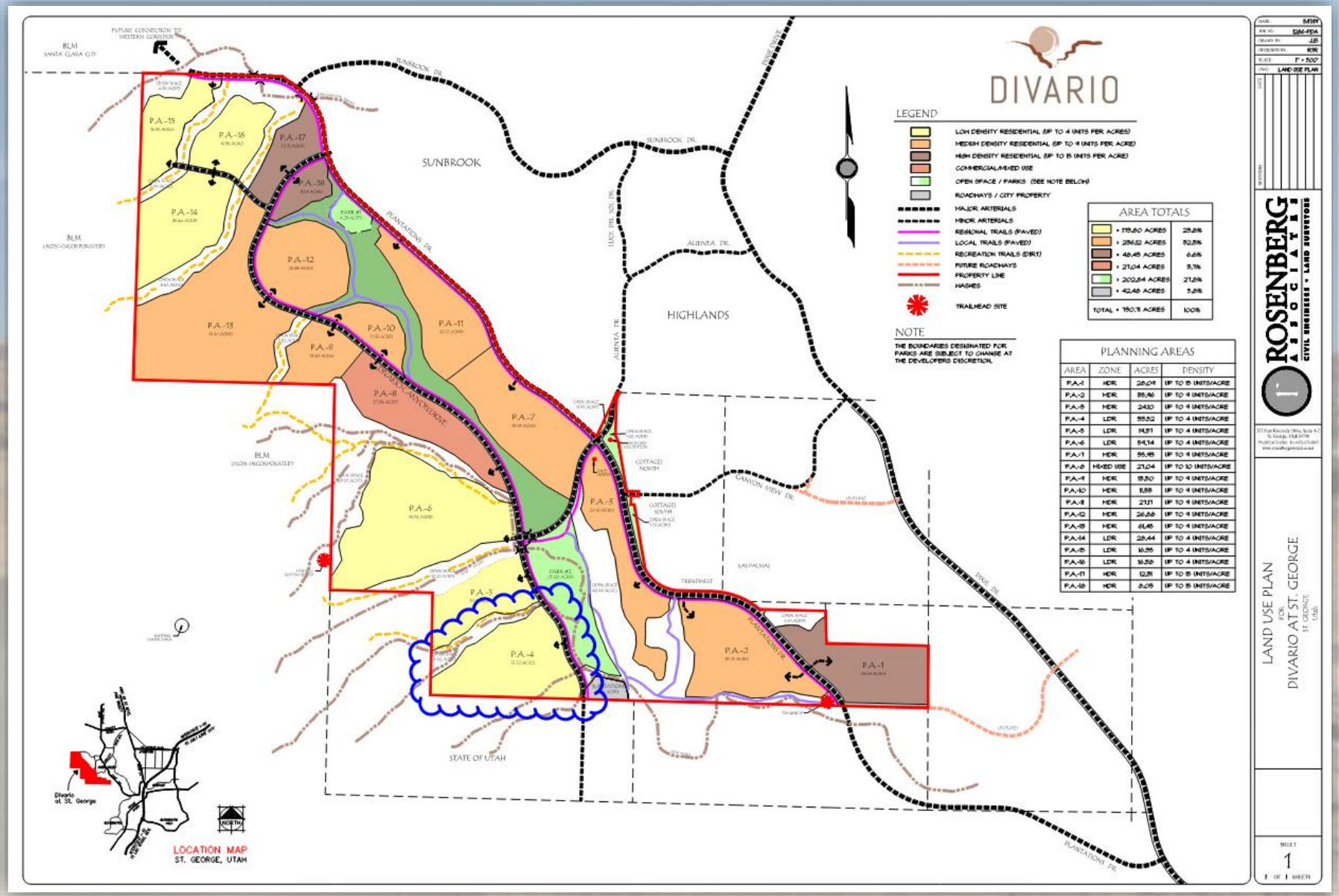
Land Use Map


DIVARIO CANYON DR
PK
OS
LAKE
LDR
ALENTA DR
GAP CANYON PKWY
PRIVATE ST
VILLAGE RD
PHOENIX DR
ROJA MESTA DR
1740 W ST
OSTLER WAY
DIXIE DR
CANYON VIEW DR
COM
MDR
HDR
MHDR
PRIVATE DR
LN
MESA
1790 W ST
PF
Divario PA 4 Rezone
0 450 900 1,800 2,700 3,600
Feet
N

Zoning Map


PD-R
DIVARIO CANYON DR
ALIENTA DR
GAP CANYON PKWY
VILLAGE RD
PRIVATE ST
R-1-8
PHOENIX DR
R-1-10
1740 W ST
OSTLER WAY
DIXIE DR
CANYON VIEW DR
R-3
PD-C
VIEW LN
1790 W ST
R-1-10
M&G
Divario PA 4 Rezone
0 450 900 1,800 2,700 3,600
Feet
N

Divario Master Plan



ORDINANCE NO._____

AN ORDINANCE TO CHANGE THE CITY ZONING MAP FROM R-1-10 (RESIDENTIAL 10,000 SQ FT MINIMUM LOT SIZE) TO R-1-8 (RESIDENTIAL 8,000 SQ FT MINIMUM LOT SIZE) ON APPROXIMATELY 35.65 ACRES GENERALLY LOCATED APPROXIMATELY 1,200 FT SOUTH-WEST OF GAP CANYON PARKWAY.

(Divario Planning Area - 4)

WHEREAS, the property owner has requested a zone change from R-1-10 to R-1-8 on approximately 35.65 acres. The site is located approximately 1,200 feet south-west of Gap Canyon Parkway; and

WHEREAS, the City Council held a public meeting on this request on November 18, 2021; and

WHEREAS, the Planning Commission recommends approval of the requested zone change; and

WHEREAS, the City Council has determined that the requested zone change is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from R-1-10 to R-1-8 on approximately 35.65 acres. The zone change area is more specifically described on the attached property legal description, incorporated herein as Exhibit "A." The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 18th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

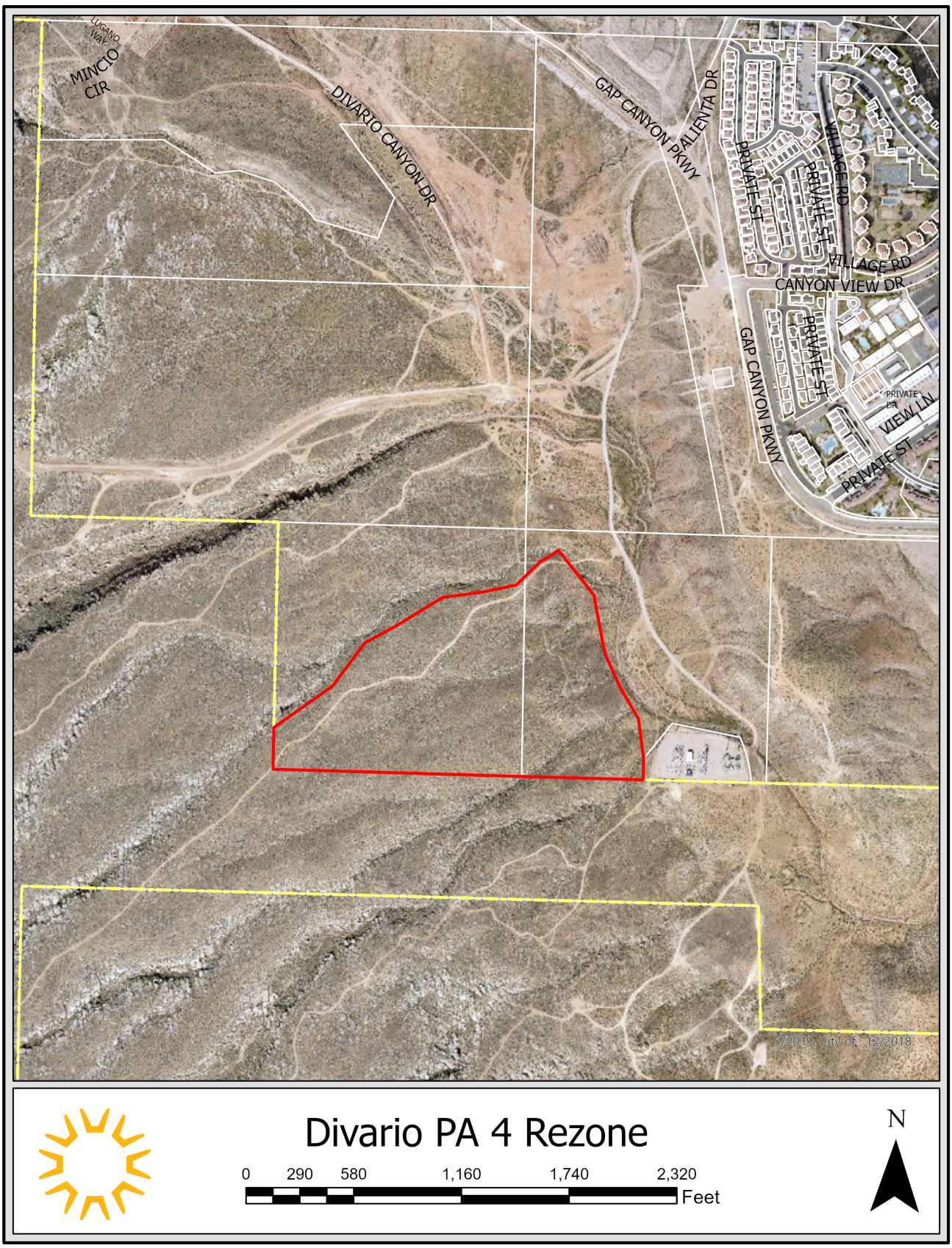
_____
Christina Fernandez, City Recorder

Exhibit “A”

Beginning at a point being South 88°23'46" East 1,333.98 feet along the center section line to the 1/16th line and South 01°17'02" West 1,096.18 feet along said 1/16th line from the West Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 54°36'43" East 337.31 feet;
thence North 34°34'38" East 258.63 feet;
thence North 58°39'52" East 241.13 feet;
thence North 54°49'16" East 275.15 feet;
thence North 81°34'39" East 193.85 feet;
thence North 77°33'24" East 186.67 feet;
thence North 41°13'47" East 195.21 feet;
thence North 66°46'02" East 73.62 feet;
thence North 55°30'17" East 48.00 feet;
thence Southeast 214.37 feet along an arc of a 1,750.00 foot radius curve to the left (center bears North 55°30'17" East, long chord bears South 38°00'17" East 214.24 feet with a central angle of 07°01'07");
thence Southeast 392.28 feet along an arc of a 628.00 foot radius curve to the right (center bears South 48°29'10" West, long chord bears South 23°37'09" East 385.93 feet with a central angle of 35°47'23");
thence South 335.11 feet along an arc of a 628.00 foot radius curve to the left (center bears North 84°16'33" East, long chord bears South 21°00'40" East 331.15 feet with a central angle of 30°34'25");
thence Southeast 257.41 feet along an arc of a 628.00 foot radius curve to the right (center bears South 53°42'07" West, long chord bears South 24°33'20" East 255.61 feet with a central angle of 23°29'06");
thence South 12°48'46" East 79.08 feet;
thence South 01°32'28" West 110.33 feet to the 1/16th line;
thence North 88°27'40" West 658.26 feet along said 1/16th line to the South-Center 1/16th corner;
thence North 88°25'58" West 1,336.31 feet along said 1/16th line to the South-West 1/16th corner;
thence North 01°17'02" East 233.41 feet along the 1/16th line to the Point of Beginning.

Containing 1,553,067 square feet or 35.65 acres.



Divario PA 4 Rezone

0 290 580 1,160 1,740 2,320

Feet

N

DRAFT

Agenda Item Number: **09**

Request For Council Action

Date Submitted	11/10/2021 12:32 PM
Proposed City Council Date	11/18/2021
Applicant	Ken Miller, Development Solutions Group
Subject	Consider approval of the preliminary plat for Velino Crossing at Divario, a 67-lot residential subdivision located along the extension of Divario Canyon Drive south of the future intersection of Divario Canyon Drive and Alienta Drive within the Divario development.
Background	This is the preliminary plat for Velino Crossing at Divario, a 67-lot residential subdivision located along the extension of Divario Canyon Drive south of the future intersection of Divario Canyon Drive and Alienta Drive within the Divario development.
Proposed Resolution	Planning Commission recommends approval
Cost	N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-058velinocrossingatdivariopa-5111021123239.pdf preliminaryplatpresentationforvelinocrossingatdivariopa-5111021123239.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/09/2021**
CITY COUNCIL **11/18/2021**

PRELIMINARY PLAT
Velino Crossing at Divario (PA-5)
Case No. 2021-PP-058

Request: To approve a preliminary plat for a sixty-seven (67) lot residential subdivision.

Location: The site is located along the extension of Divario Canyon Drive south of the future intersection of Divario Canyon Drive and Alienta Drive.

Property: 19.25 acres

Number of Lots: 67

Density: 3.48 DU/AC

Zoning: R-1-10

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-10
South – R-1-10
East – R-1-10
West – OS

General Plan: LDR

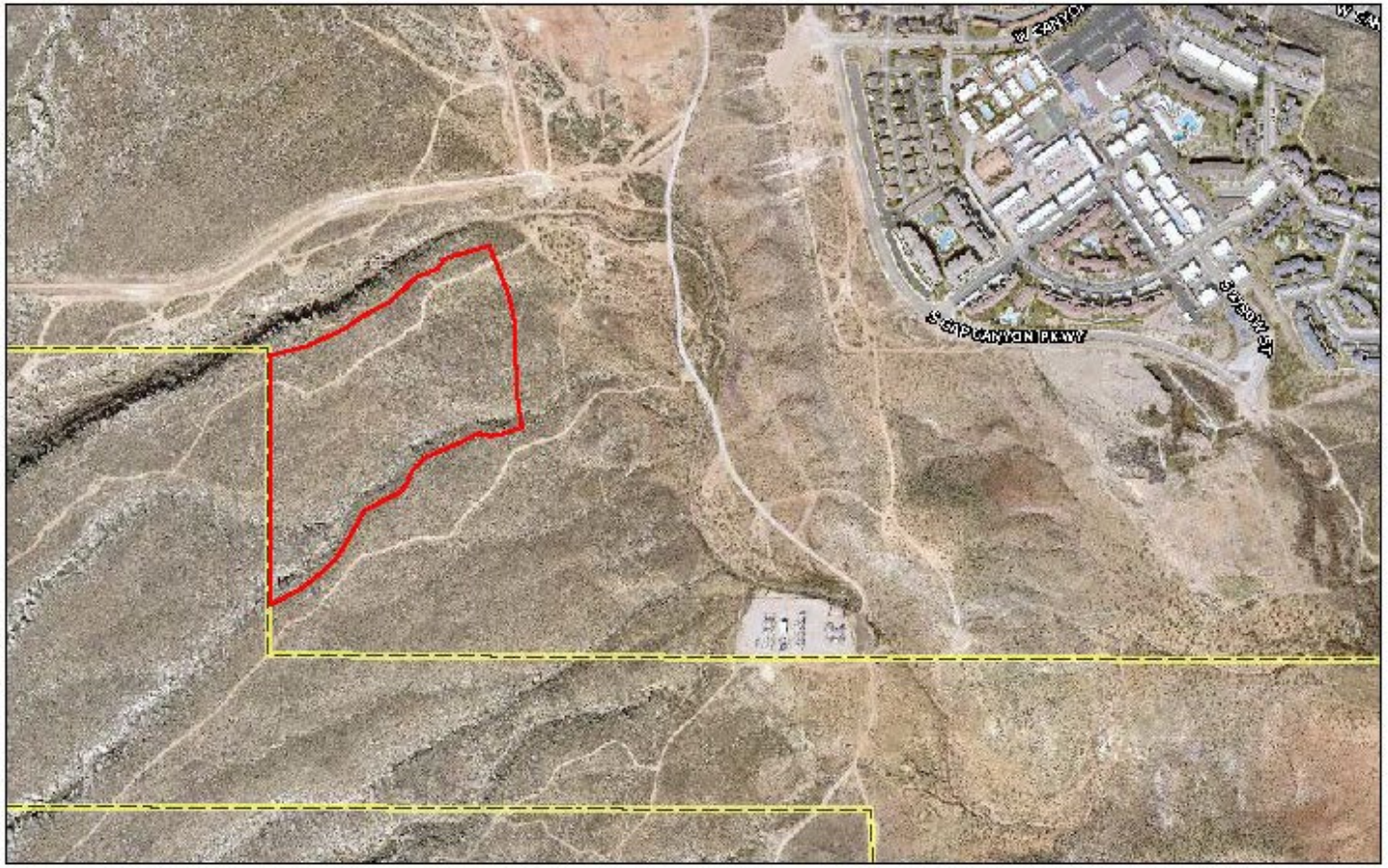
Applicant: L.R. Nelson Consulting Engineers, Inc

Representative: Clayton Neilsen

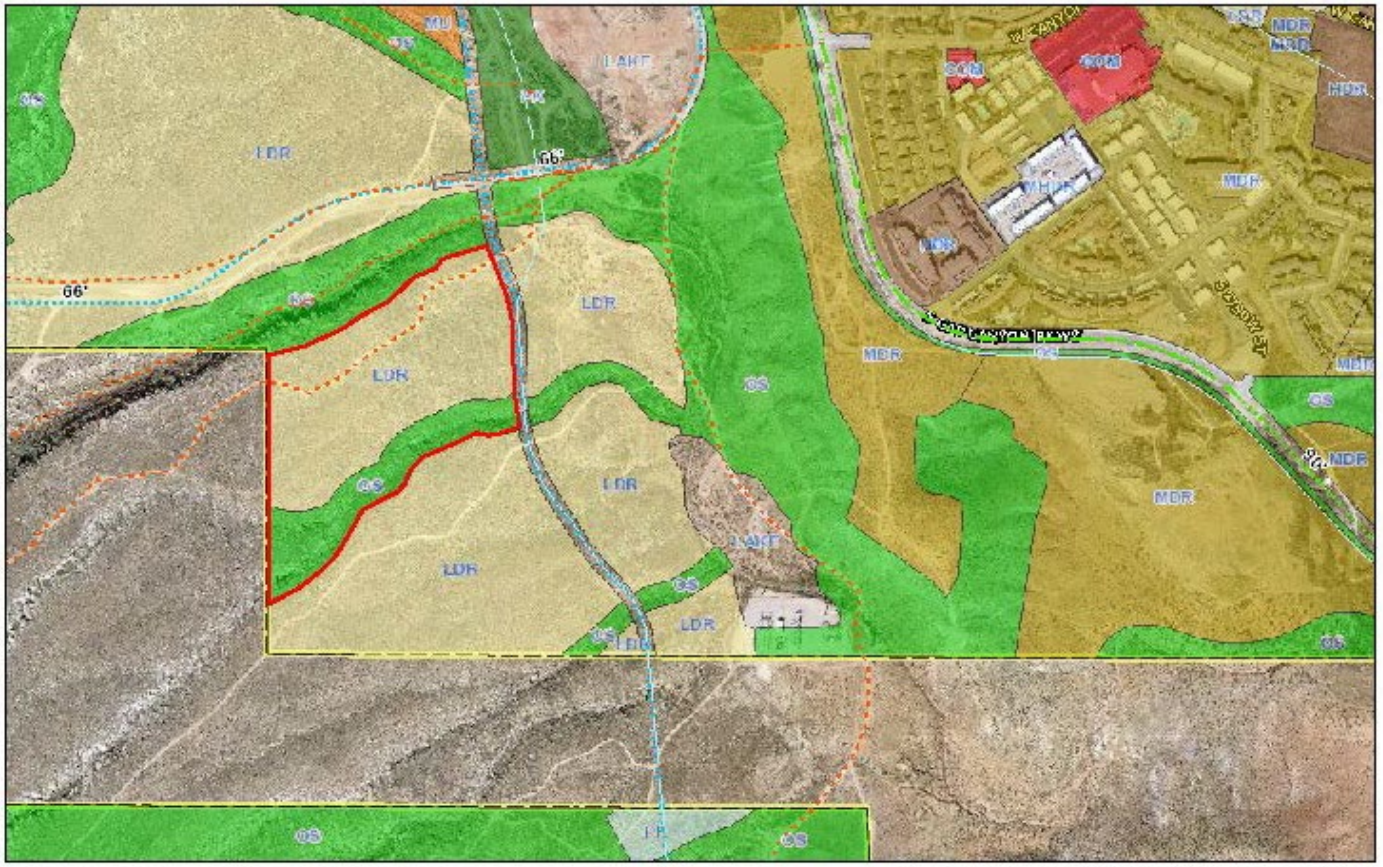
Comments:

Preliminary Plats

November 9, 2021



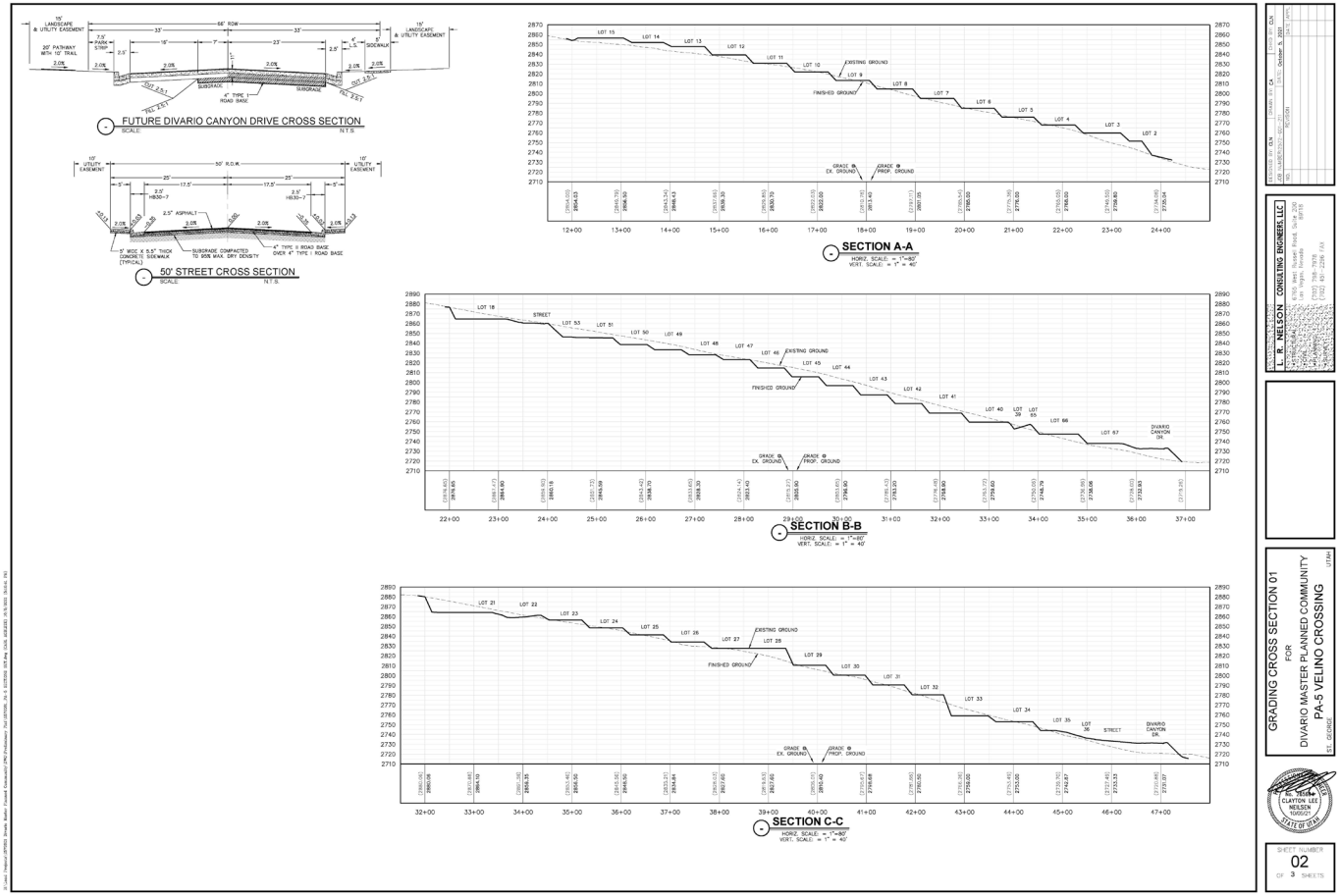
Preliminary Plat – Velino Crossing at Divario PA-5



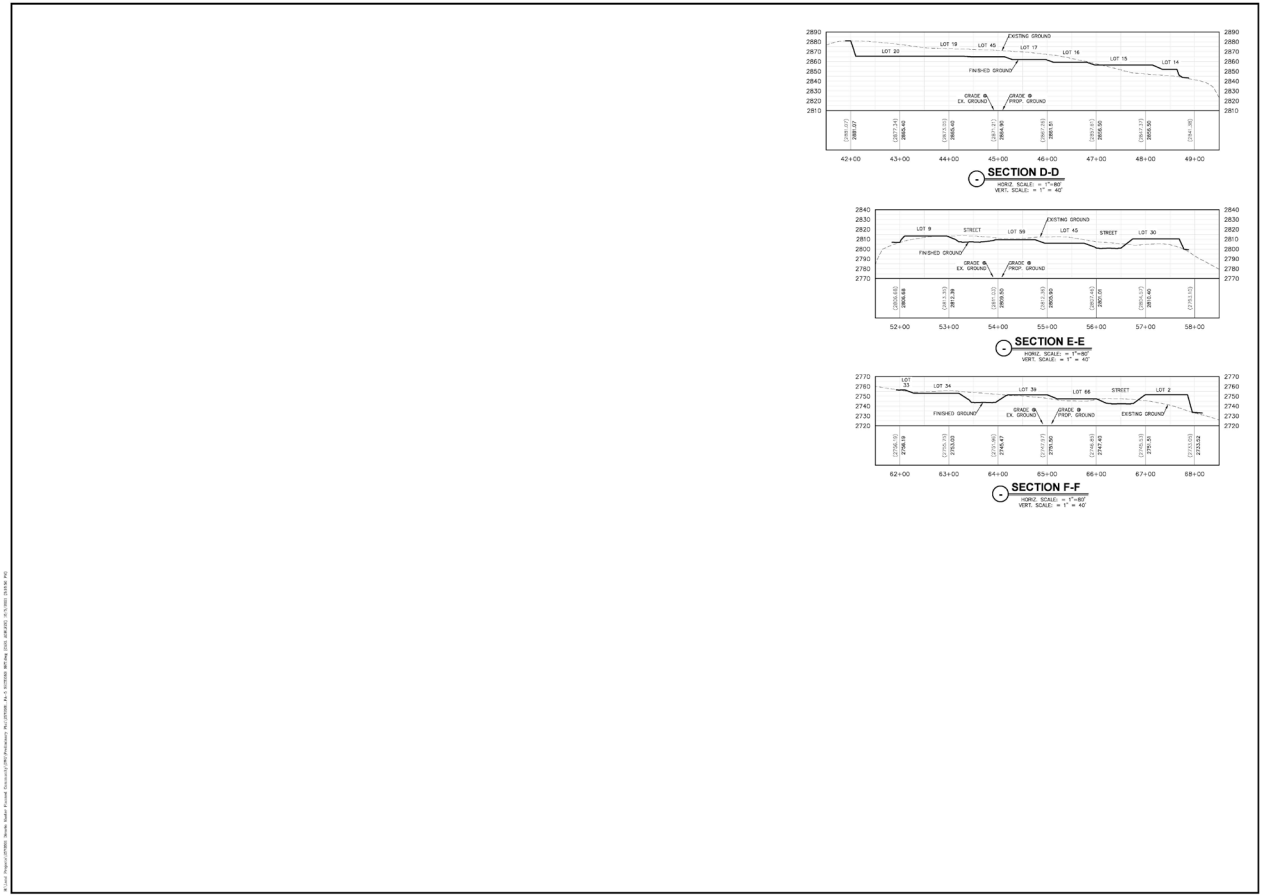
Preliminary Plat – Velino Crossing at Divario PA-5



Preliminary Plat – Velino Crossing at Divario PA-5



Preliminary Plat – Velino Crossing at Divario PA-5



Preliminary Plat – Velino Crossing at Divario PA-5

DRAFT

Agenda Item Number: **10**

Request For Council Action

Date Submitted	11/10/2021 11:46 AM
Proposed City Council Date	11/18/2021
Applicant	Brad Petersen, Development Solutions Group
Subject	Consider approval of the preliminary plat for Rim Rock Commercial Center Office Condominium, a 3-lot commercial subdivision located at 234 South 1470 East.
Background	This is the preliminary plat for Rim Rock Commercial Center Office Condominium, a 3-lot commercial subdivision located at 234 South 1470 East.
Proposed Resolution	Planning Commission recommends approval
Cost	N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-060rimrockcommercialcenter111021114631.pdf preliminaryplatpresentationforrimrockcommercialcenterofficecondominium1110211
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/09/2021**
CITY COUNCIL **11/18/2021**

PRELIMINARY PLAT
Rim Rock Commercial Center Office Condominium
Case No. 2021-PP-060

Request: To approve a preliminary plat for a three (3) lot commercial subdivision.

Location: The site is located at 234 South 1470 East.

Property: 2.611 acres

Number of Lots: 3

Density: N/A

Zoning: C-2

Adjacent zones: This plat is surrounded by the following zones:
North – C-2
South – PD-C
East – C-2
West – PD-C

General Plan: COM

Applicant: DSG Engineering

Representative: Brad Petersen

Comments:

Preliminary Plats

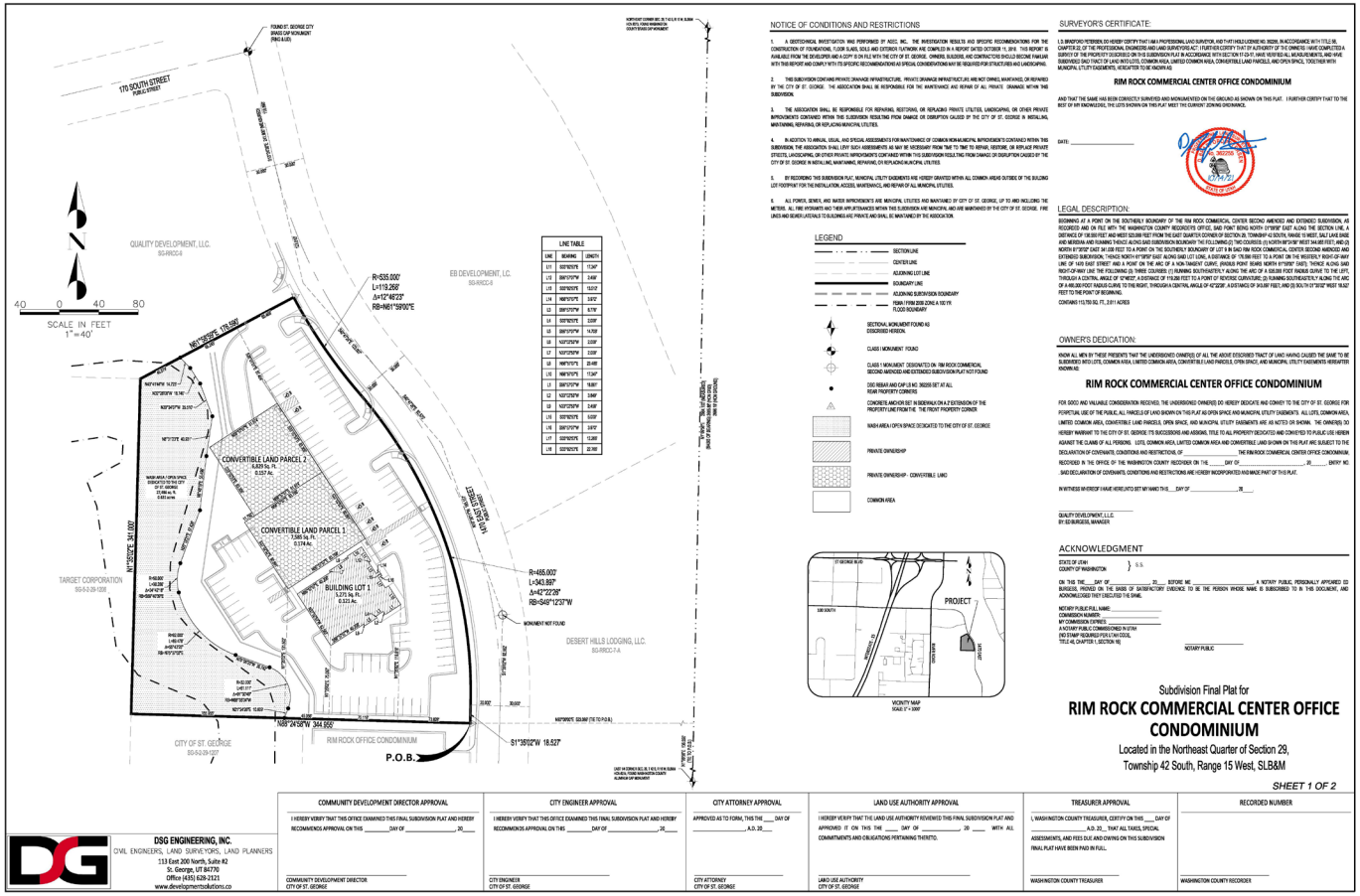
November 9, 2021



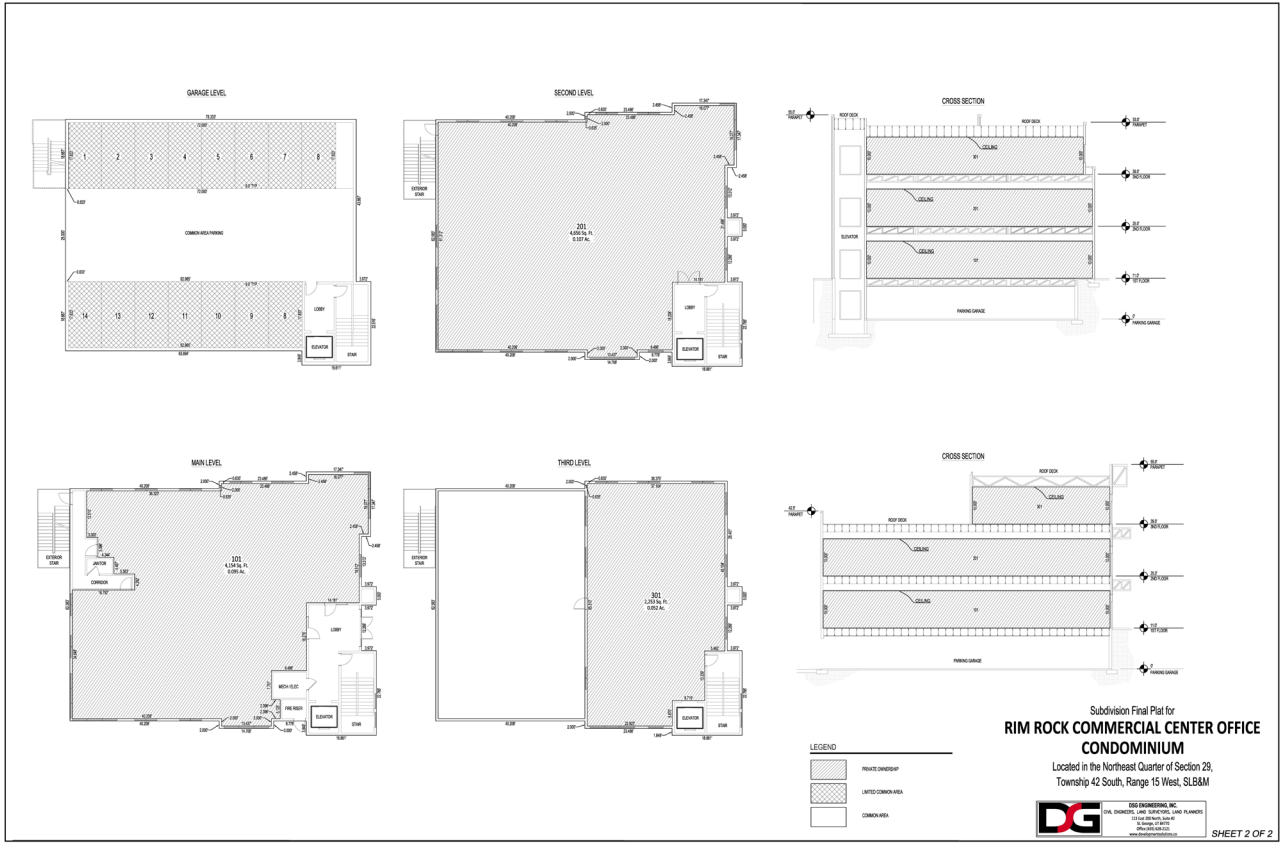
Preliminary Plat – Rim Rock Commercial Center Office Condominium



Preliminary Plat – Rim Rock Commercial Center Office Condominium



Preliminary Plat – Rim Rock Commercial Center Office Condominium



Preliminary Plat – Rim Rock Commercial Center Office Condominium

DRAFT

Agenda Item Number: **11**

Request For Council Action

Date Submitted	11/10/2021 08:25 AM
Proposed City Council Date	11/18/2021
Applicant	Trent & Misty Kirby Trust
Subject	Consider approval of the preliminary plat for River Crossing phase 1, an 8-lot subdivision located at the southeast intersection of 1450 South and River Road.
Background	This is the preliminary plat for River Crossing phase 1, an 8-lot subdivision located at the southeast intersection of 1450 South and River Road.
Proposed Resolution	Planning Commission recommends approval
Cost	N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-059rivercrossingphase1111021082509.pdf preliminaryplatpresentationforrivercrossingphase1-rev1111021082509.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/09/2021**
CITY COUNCIL **11/18/2021**

PRELIMINARY PLAT
River Crossing Phase 1
Case No. 2021-PP-059

Request: To approve a preliminary plat for an eight (8) lot commercial subdivision.

Location: The site is located at the southeast corner of the intersection of River Road and 1450 South.

Property: 12 acres

Number of Lots: 9

Density: N/A

Zoning: PD-C

Adjacent zones: This plat is surrounded by the following zones:
North – PD-C
South – PD-C
East – PD-C
West – PD-C

General Plan: COM

Applicant: Trent & Misty Kirby Trust

Representative: Richie Webb

Comments:

Preliminary Plats

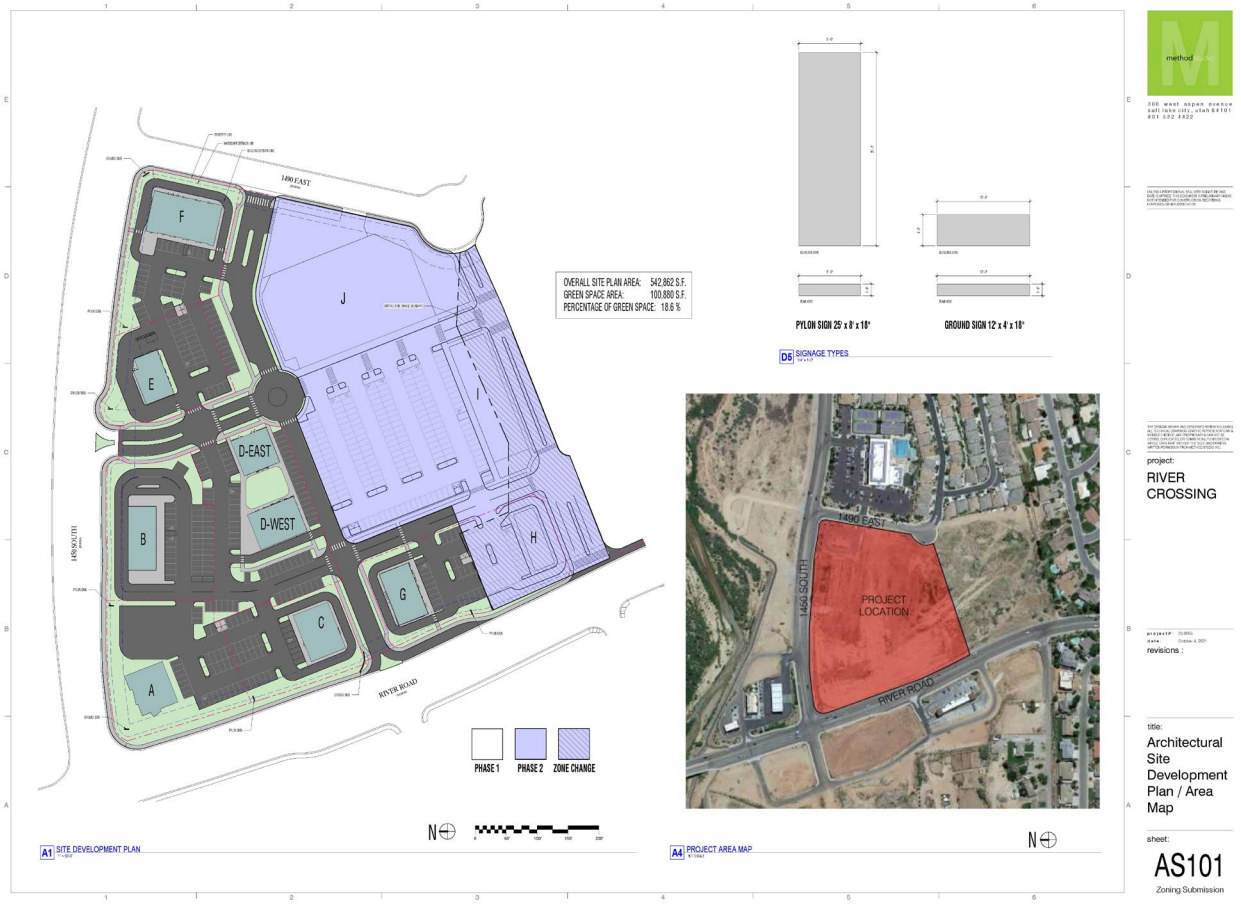
November 9, 2021



Preliminary Plat – River Crossing Phase 1



Preliminary Plat – River Crossing Phase 1



Preliminary Plat – River Crossing Phase 1

LOW IMPACT DEVELOPMENT NOTE

INDIVIDUAL LOTS SHALL BE RESPONSIBLE TO LID MEASURES AT THE TIME OF DEVELOPMENT.

PROJECT ENGINEER

ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT 84790
CONTACT: RAY ALLTON
(435) 673-8586

PROJECT OWNER/ DEVELOPER

RC65 LLC
1640 WEST 2ND STREET, SUITE 200
REXBURG, IDAHO 83440
CONTACT: RICHIE WEB
(208) 360-2618

SITE DATA

CURRENT ZONING:		PDC, R-1-10
TOTAL AREA:	522,803 SQ FT	12.00 ACRES
PROJECT LAND USE:		PD COMMERCIAL
LID MEASURES:		
WATER QUALITY VOLUME:		11,500 CF

N

0 50' 100'

SCALE: 1"=50'

LEGEND

- PROPERTY LINE
- PROPERTY BOUNDARY
- EXISTING WATER
- PROPOSED WATER
- FIRE HYDRANT
- WATER VALVE
- EXISTING SANITARY SEWER
- FEMA 500-YEAR FLOOD PLAIN LINE
- SEWER MANHOLE
- PROPOSED SANITARY SEWER
- FEMA 100-YEAR FLOOD PLAIN LINE
- FEMA FLOODWAY LINE

MUNICIPAL EASEMENT, CROSS ACCESS, & CROSS PARKING

CC&R'S WILL ADDRESS MUNICIPAL EASEMENTS, CROSS ACCESS & CROSS PARKING AGREEMENTS OVER SITE NOT OCCUPIED BY A BUILDING.

1490 EAST (80-ROW)

1450 SOUTH (80-ROW)

RIVER ROAD (80-ROW)

LOT 101 34,255 SF 0.90 AC

LOT 102 38,185 SF 0.88 AC

LOT 103 31,178 SF 0.72 AC

LOT 104 36,251 SF 0.83 AC

LOT 105 41,656 SF 0.96 AC

LOT 106 36,345 SF 0.83 AC

LOT 107 203,830 SF 4.68 AC

LOT G 25,301 SF 0.58 AC

FUTURE DEVELOPMENT

FEMA 100-YEAR FLOOD PLAIN LINE

FEMA 500-YEAR FLOOD PLAIN LINE

REALIGN EXISTING SEWER

20' SEWER EASEMENT

L=39.83', R=25.00', D=91°17'11"

S 12°23'15" W 419.16'

L=17.91', R=20.00', D=51°19'04"

L=84.50', R=60.00', D=80°46'55"

N 87°13'11" W 124.08'

S 66°02'39" W 80.08'

N 90°00'00" W 111.71'

N 23°57'21" W 83.35'

S 68°30'57" W 125.76'

N 23°57'21" W 66.66'

S 21°24'03" E 178.60'

S 21°24'03" E 148.48'

S 21°24'03" E 119.60'

S 21°24'03" E 30.12'

N 68°30'57" E 221.00'

N 68°30'57" E 26.33'

N 68°30'57" E 114.56'

N 68°30'57" E 150.03'

N 68°30'57" E 15.00'

N 68°30'57" E 28.82'

N 68°30'57" E 223.30'

N 68°30'57" E 10.50'

N 68°30'57" E 14.00'

N 68°30'57" E 155.67'

N 68°30'57" E 155.67'

N 68°30'57" E 160.54'

S 68°49'15" E 55.00'

L=321.94', R=2697.00', D=6°50'23"

L=143.08', R=2697.00', D=3°02'23"

L=179.27', R=2709.18', D=3°47'29"

L=68.96', R=2709.00', D=1°27'51"

L=332.44', R=2814.93', D=6°46'01"

L=30.55', R=48.50', D=36°05'16"

L=62.00', R=27.50', D=129°10'13"

N 1°10'44" E 4.61'

L=29.86', R=19.00', D=90°02'26"

L=24.859, R=19.000

L=14.06', R=34.11', D=23°36'36"

N 82°51'26" E 16.67'

N 17°11'21" W 215.77'

N 20°44'15" E 32.61'

N 90°00'00" W 4.50'

N 90°00'00" W 18.50'

S 0°00'00" E 48.50'

124.26' N 0°00'00" E 157.01'

32.75'

S 0°00'00" E 15.74'

N 90°00'00" E 12.50'

41.01'

N 0°00'00" E 35.81'

N 68°30'57" E 9.50'

N 21°29'03" W 28.54'

N 90°00'00" E 144.00'

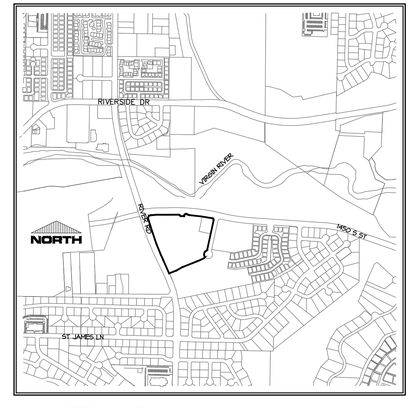
S 0°00'00" E 144.00'

S 90°00'00" E 144.00'

N 90°00'00" E 144.00'

PRELIMINARY PLAT FOR RIVER CROSSING, PHASE 1

IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST OF THE SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.



VICINITY MAP

NO SCALE

DATE: 9/15/2021
JOB NO.: 1640-20-082
DESIGNED BY: JLW
CHECKED BY: RMA
DWG: PDC Site

REVISIONS | DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

Phasing Plan
FOR
River Crossing
PD Zone Change
St. George, Utah

LICENSED PROFESSIONAL ENGINEER
No. 5254615
JASON L. WARD
11/9/21
STATE OF UTAH

SHEET
1
1 OF 1 SHEETS

DRAFT

Agenda Item Number: **12**

Request For Council Action

Date Submitted	11/10/2021 12:25 PM
Proposed City Council Date	11/18/2021
Applicant	Ken Miller, Development Solutions Group
Subject	Consider approval of the preliminary plat for South Desert PD, a 142-lot residential subdivision located within the Southern Hills East development north of White Dome Drive and west of the future extension of Southern Hills Parkway (3000 East).
Background	This is the preliminary plat for South Desert PD, a 142-lot residential subdivision located within the Southern Hills East development north of White Dome Drive and west of the future extension of Southern Hills Parkway (3000 East).
Proposed Resolution	Planning Commission recommends approval
Cost	N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-057southdesertpd111021122550.pdf preliminaryplatpresentationforsouthdesertpd111021122550.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/09/2021**
CITY COUNCIL **11/18/2021**

PRELIMINARY PLAT
South Desert PD
Case No. 2021-PP-057

Request: To approve a preliminary plat for a one hundred and forty two (142) lot residential subdivision.

Location: The proposed subdivision is located within the Southern Hills East development north of White Dome Drive and west of the future extension of Southern Hills Parkway, a.k.a 3000 East.

Property: 16.50 acres

Number of Lots: 142

Density: 8.6 DU/AC

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – PD-R
South – PD-R
East – R-1-7
West – OS

General Plan: MDR

Applicant: DSG Engineering

Representative: Ken Miller

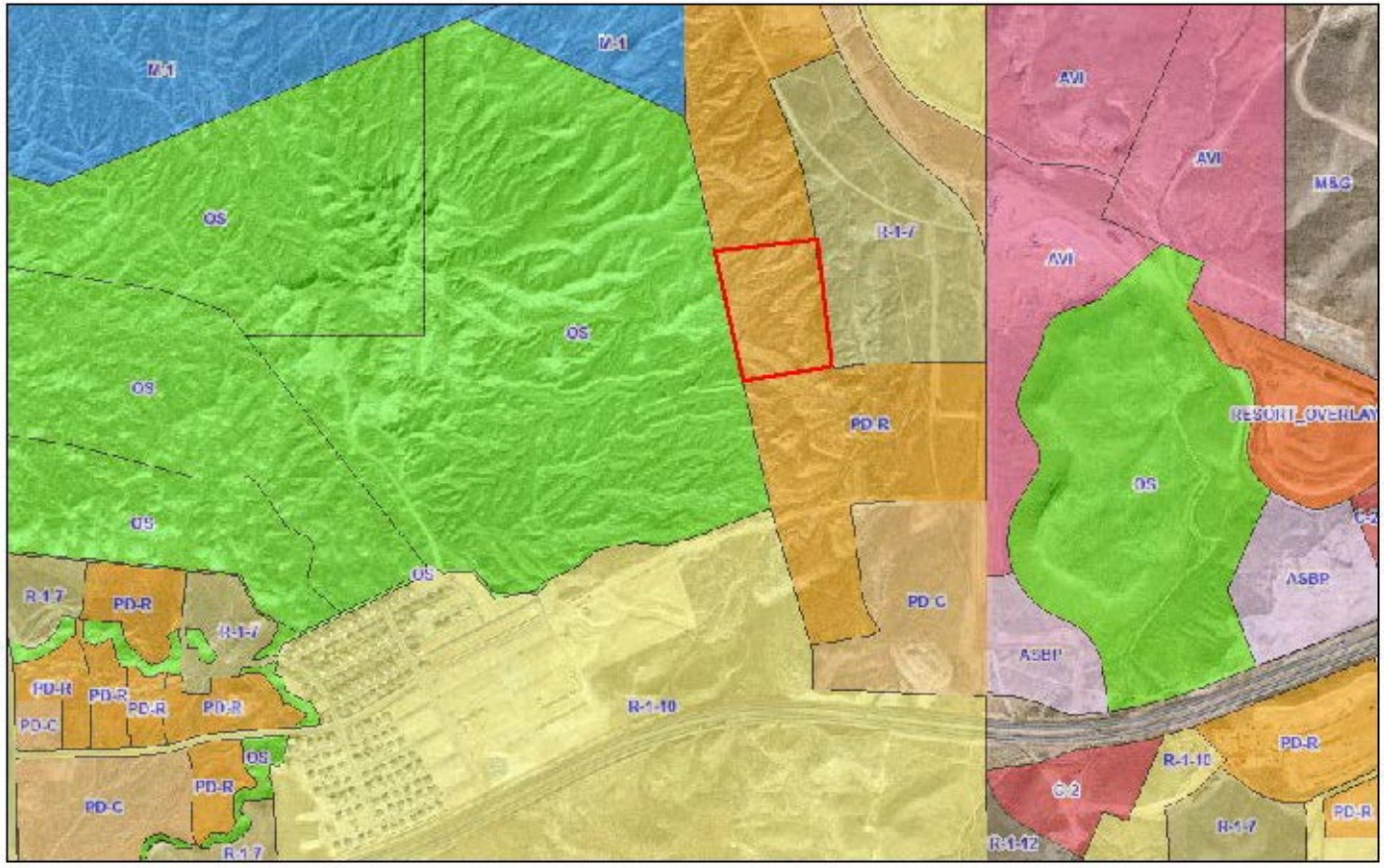
Comments:

Preliminary Plats

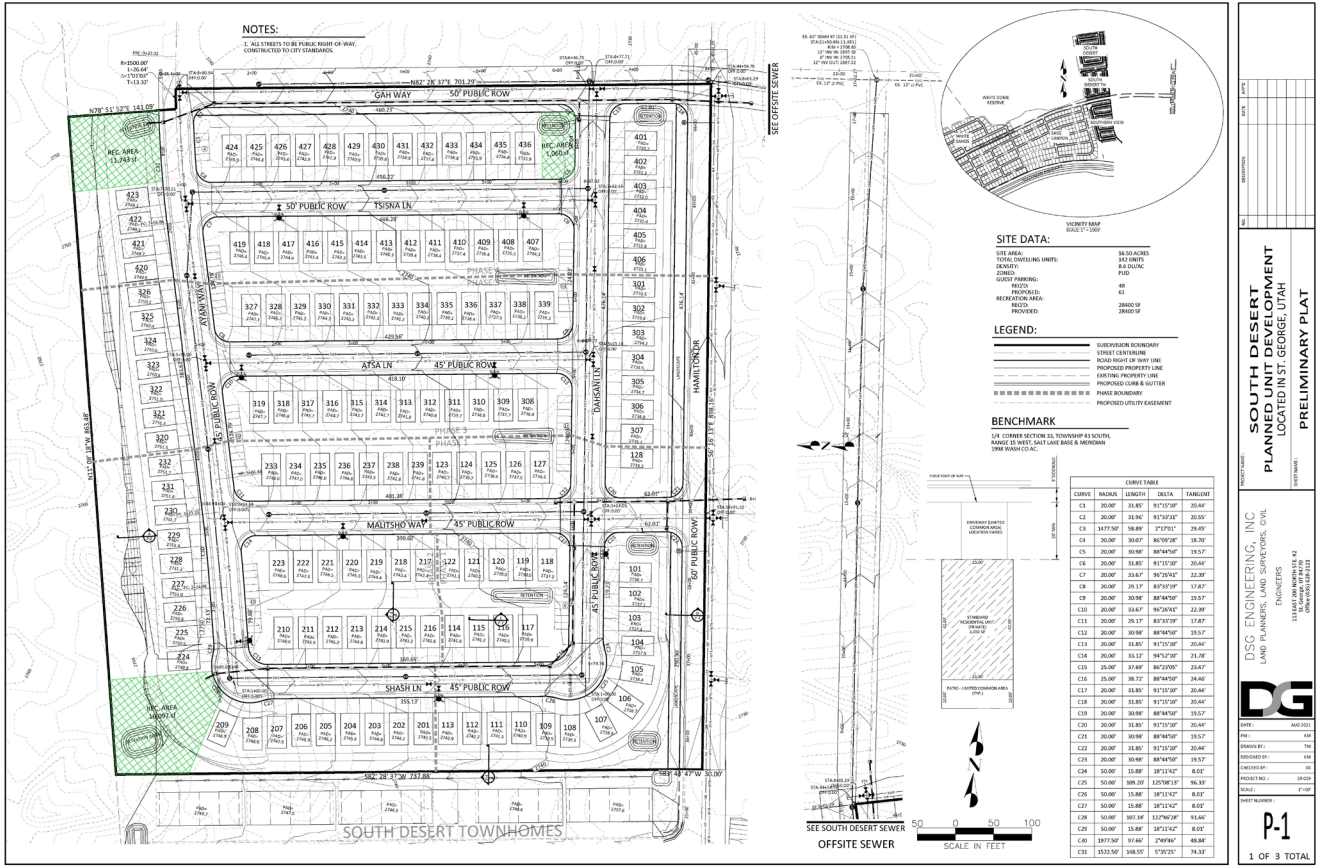
November 9, 2021



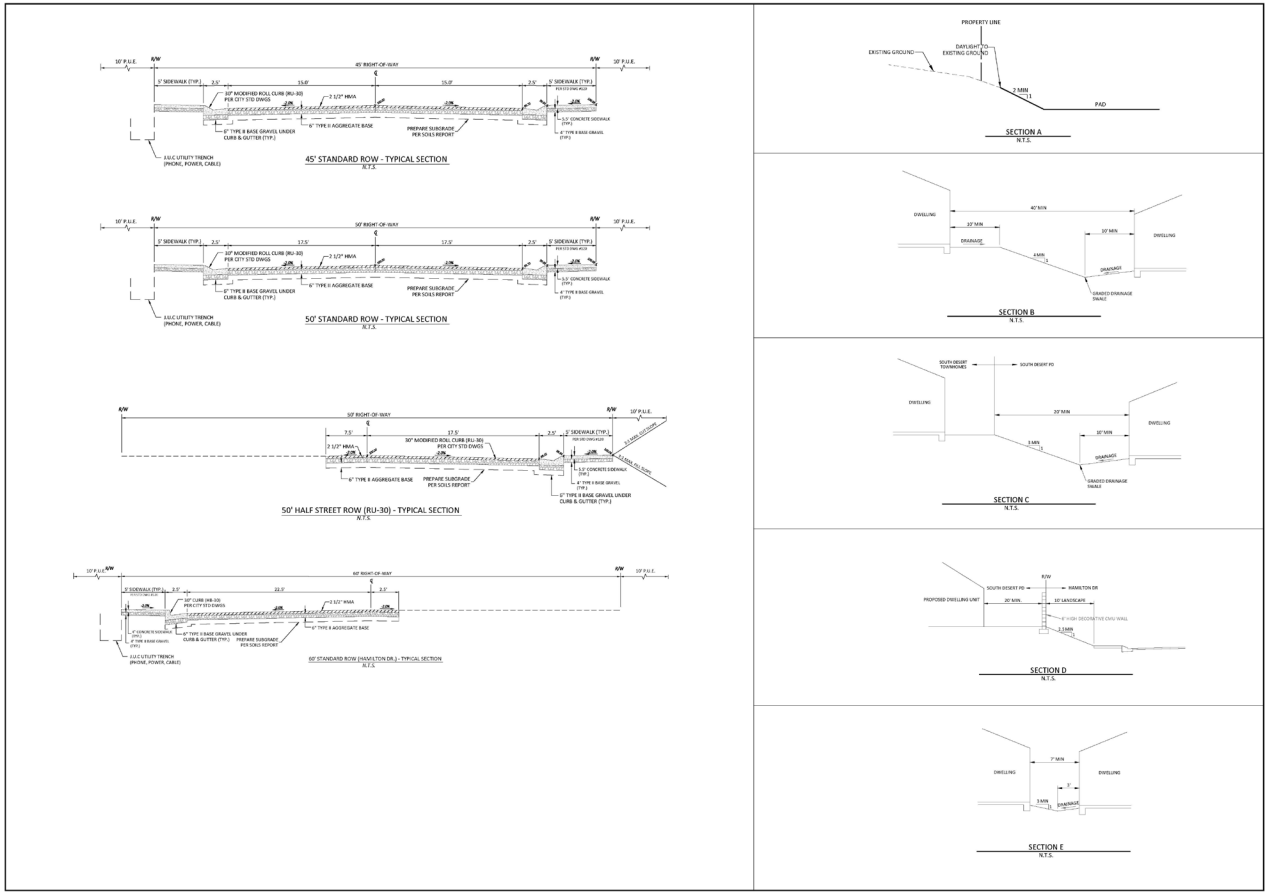
Preliminary Plat – South Desert PD



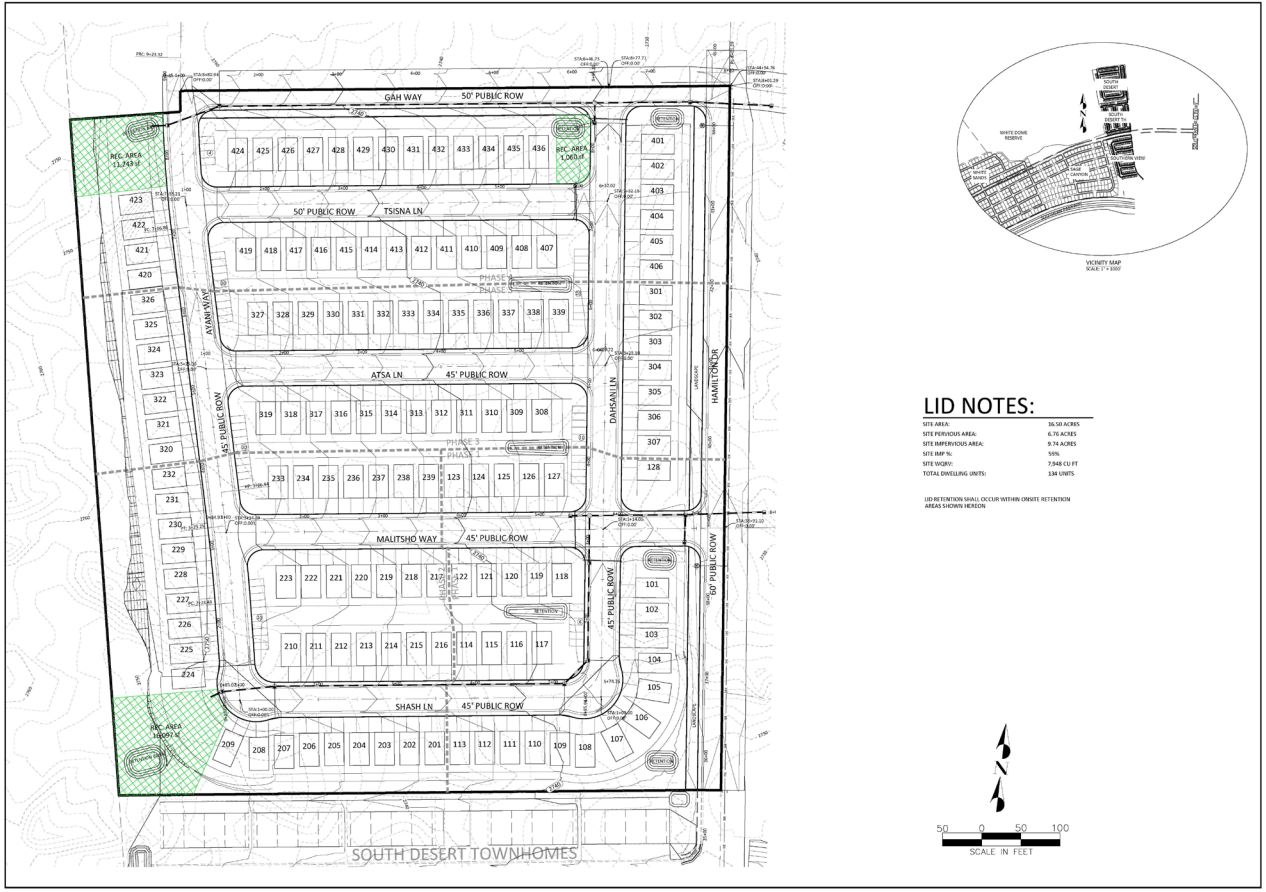
Preliminary Plat – South Desert PD



Preliminary Plat – South Desert PD



Preliminary Plat – South Desert PD



Preliminary Plat – South Desert PD

DRAFT

Agenda Item Number: **13**

Request For Council Action

Date Submitted	11/10/2021 11:39 AM
Proposed City Council Date	11/18/2021
Applicant	Eric Day, Cole West Development
Subject	Consider approval of the preliminary plat for The Cove at Desert Color Lot 501, a 16-lot residential subdivision located within the Desert Color planned development along Lagoon Parkway.
Background	This is the preliminary plat for The Cove at Desert Color Lot 501, a 16-lot residential subdivision located within the Desert Color planned development along Lagoon Parkway.
Proposed Resolution	Planning Commission recommends approval
Cost	N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-055thecoveatdesertcolorlot501111021113928.pdf preliminaryplatpresentationforthecoveatdesertcolorlot501111021113928111521161
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT **10/26/2021**
CITY COUNCIL **11/18/2021**

PRELIMINARY PLAT
The Cove at Desert Color Lot 501
Case No. 2021-PP-055

Request: To approve a preliminary plat for a sixteen (16) lot residential subdivision.

Location: The site is located along Lagoon Parkway in the Desert Color development

Property: .47 acres

Number of Lots: 16

Density: 34.04

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – PD-R
South – PD-R
East – PD-R
West – PD-R

General Plan: TC

Applicant: Cole West Development

Representative: Eric Day

Comments:

Preliminary Plats

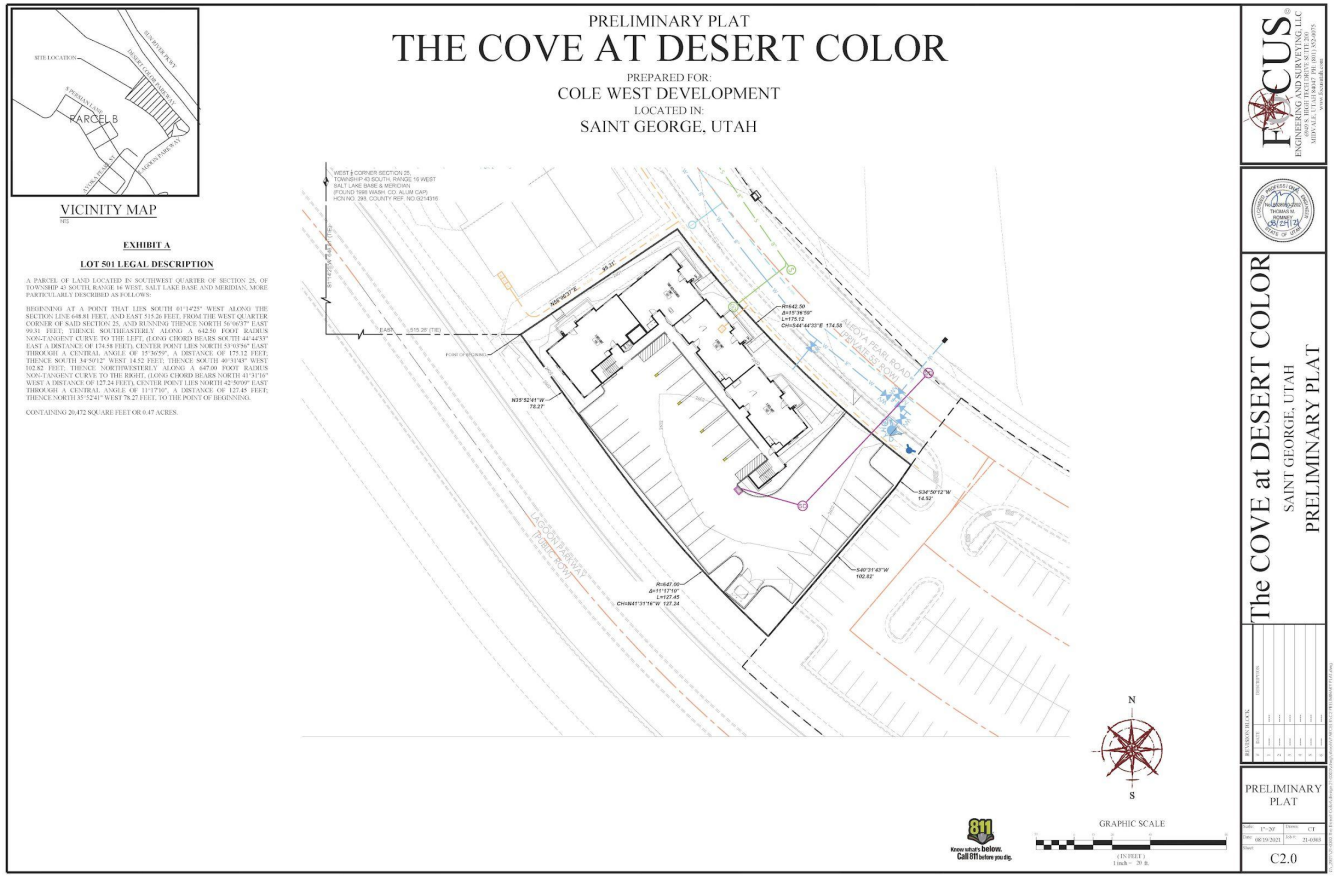
October 26, 2021



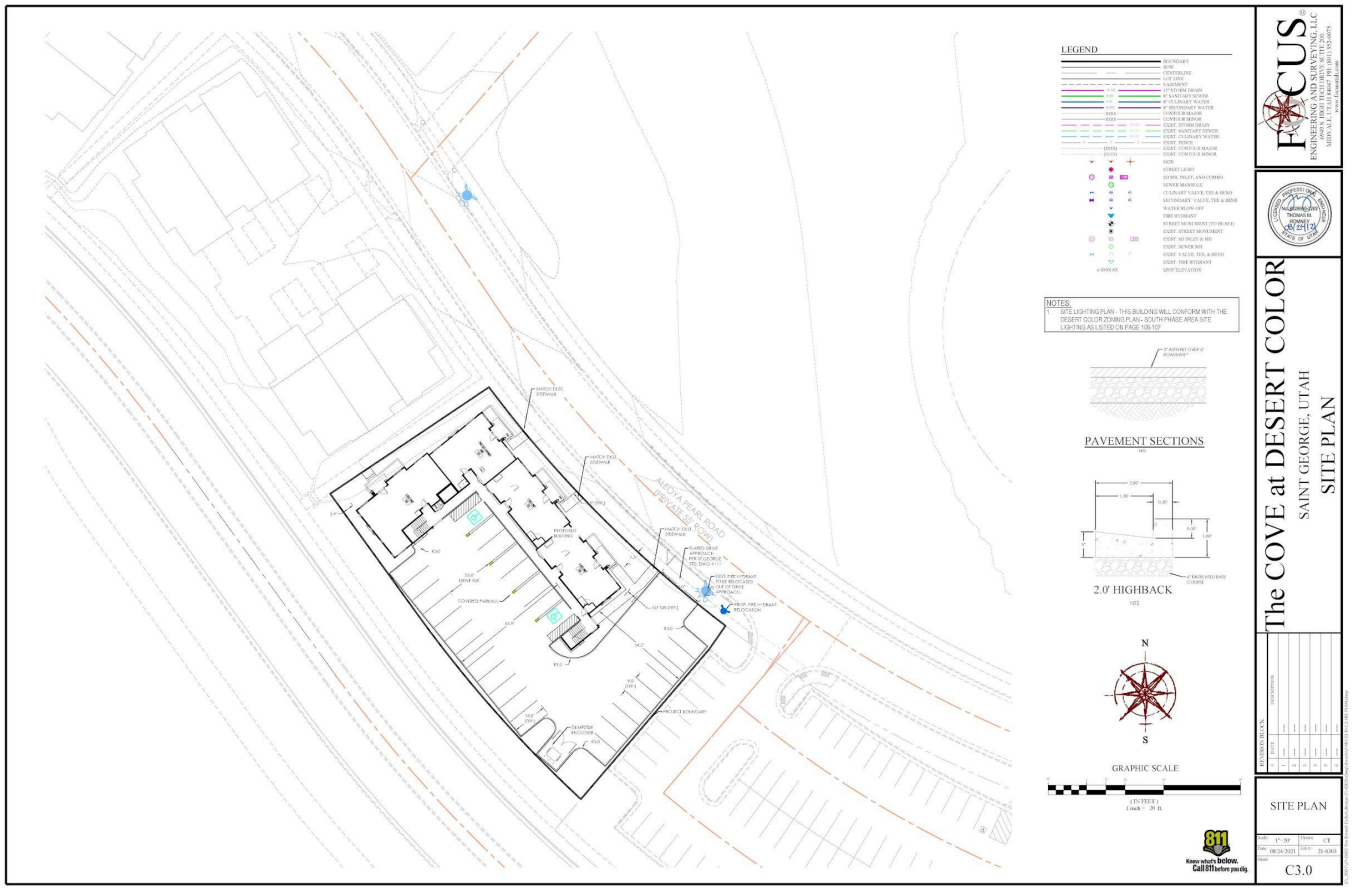
Preliminary Plat – The Cove at Desert Color Lot 501



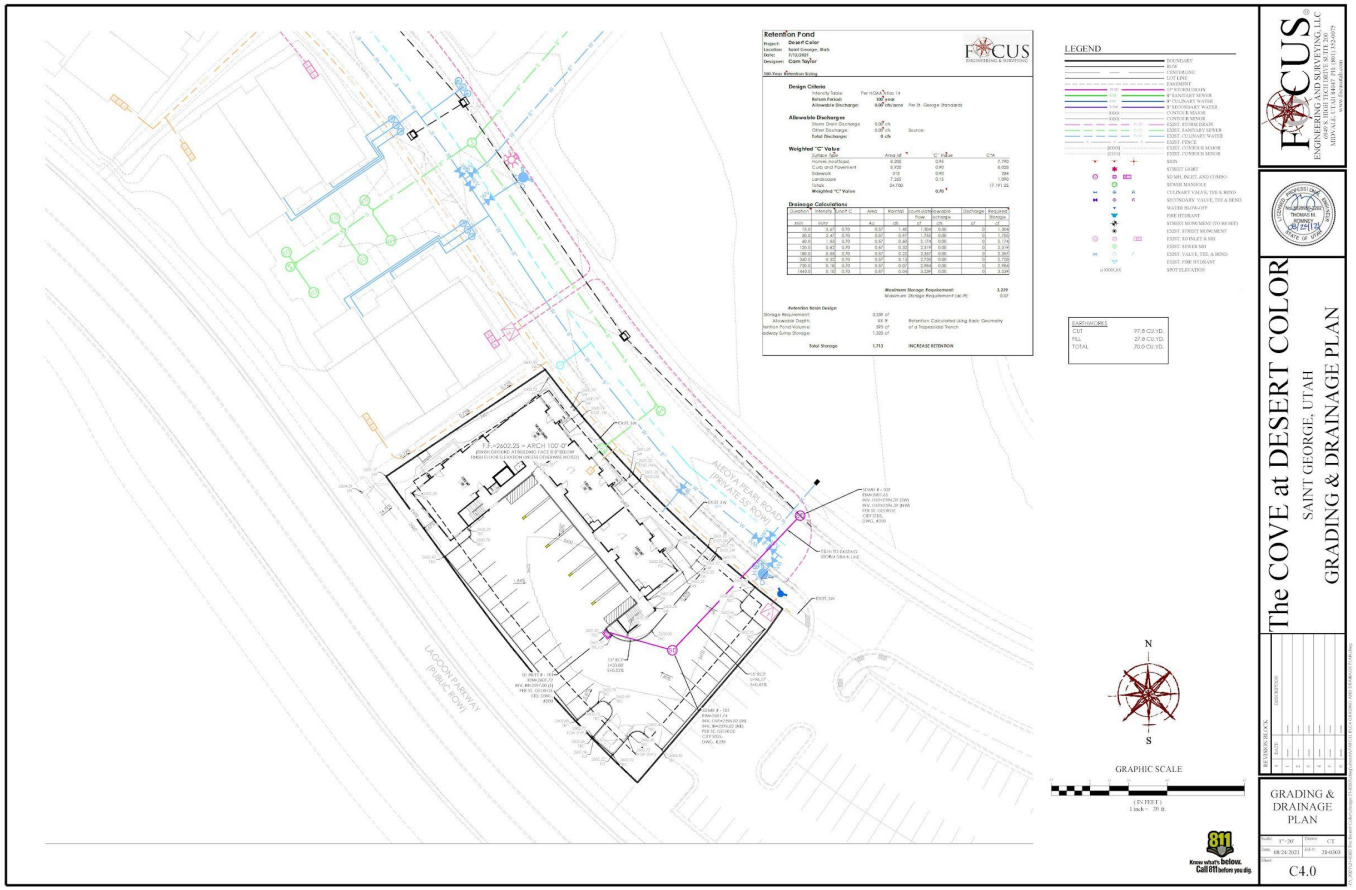
Preliminary Plat – The Cove at Desert Color Lot 501



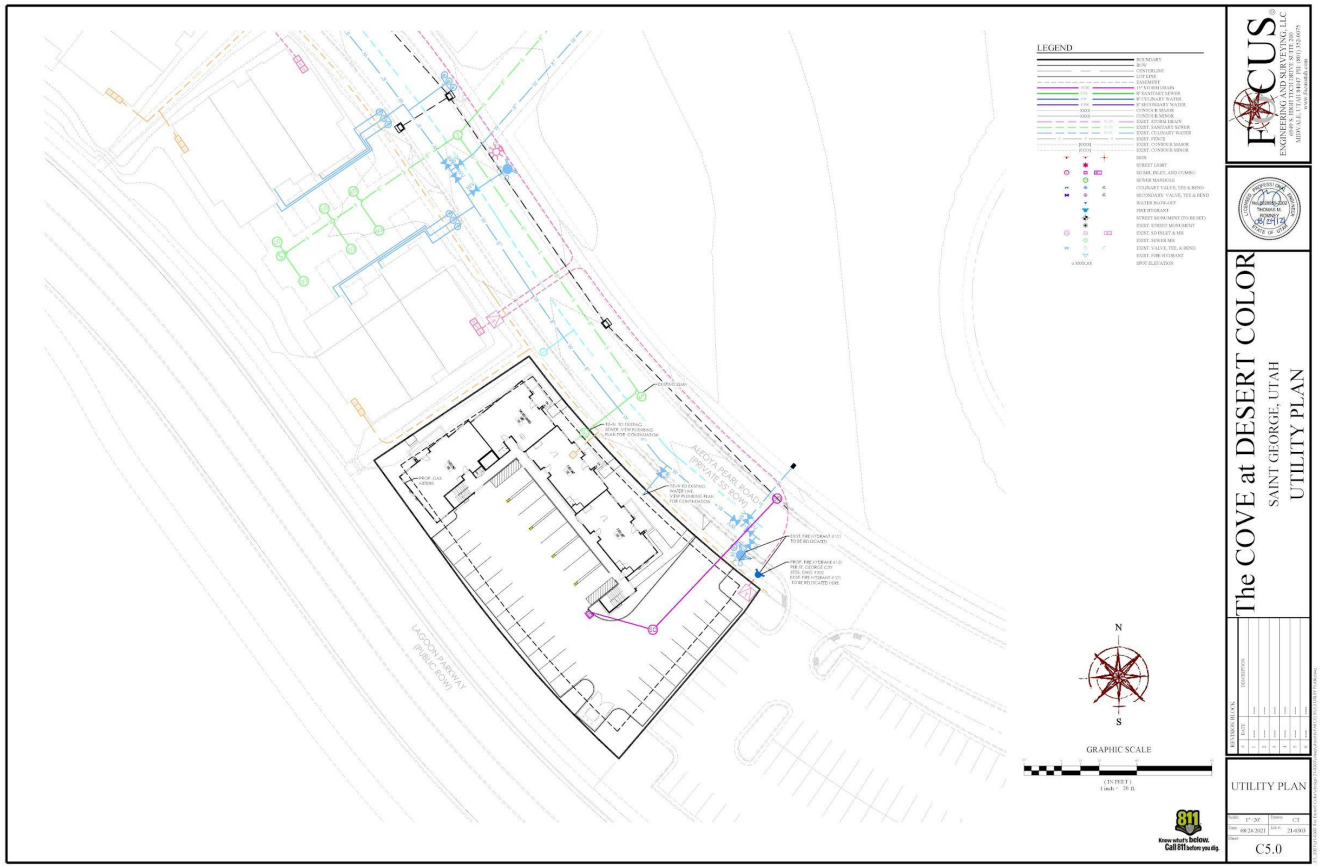
Preliminary Plat – The Cove at Desert Color Lot 501



Preliminary Plat – The Cove at Desert Color Lot 501



Preliminary Plat – The Cove at Desert Color Lot 501



Preliminary Plat – The Cove at Desert Color Lot 501



Preliminary Plat – The Cove at Desert Color Lot 501

DRAFT

Agenda Item Number: **14**

Request For Council Action

Date Submitted	11/10/2021 08:15 AM
Proposed City Council Date	11/18/2021
Applicant	Rollin Johnson, Suburban Land Reserve
Subject	Consider approval of the preliminary plat for The Park at Temple View, a 14-lot residential subdivision located at the southeast corner of the intersection of 1450 South and 3000 East.
Background	This is the preliminary plat for The Park at Temple View, a 14-lot residential subdivision located at the southeast corner of the intersection of 1450 South and 3000 East.
Proposed Resolution	Planning Commission recommends approval
Cost	N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-049theparkattempleview111021081535.pdf preliminaryplatpresentationfortheparkattempleview-rev1111021081535.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/09/2021**
CITY COUNCIL **11/18/2021**

PRELIMINARY PLAT
The Park at Temple View
Case No. 2021-PP-049

Request: To approve a preliminary plat for a fourteen (14) lot residential subdivision.

Location: The site is located at the southeast corner of the intersection of 3000 East and 1450 South.

Property: 12.80 acres

Number of Lots: 14

Density: 2.81 DU/AC

Zoning: A-1

Adjacent zones: This plat is surrounded by the following zones:
North – A-1
South – A-1
East – A-1
West – PD-R

General Plan: LDR

Applicant: Suburban Land Reserve, Inc

Representative: Rollin Johnson

Comments:

Preliminary Plats

November 9, 2021



Preliminary Plat – The Park at Temple View

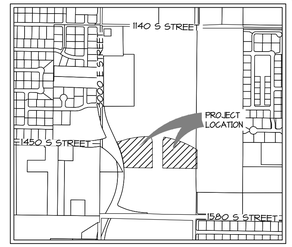


Preliminary Plat – The Park at Temple View

PRELIMINARY PLAT
THE PARK AT TEMPLE VIEW

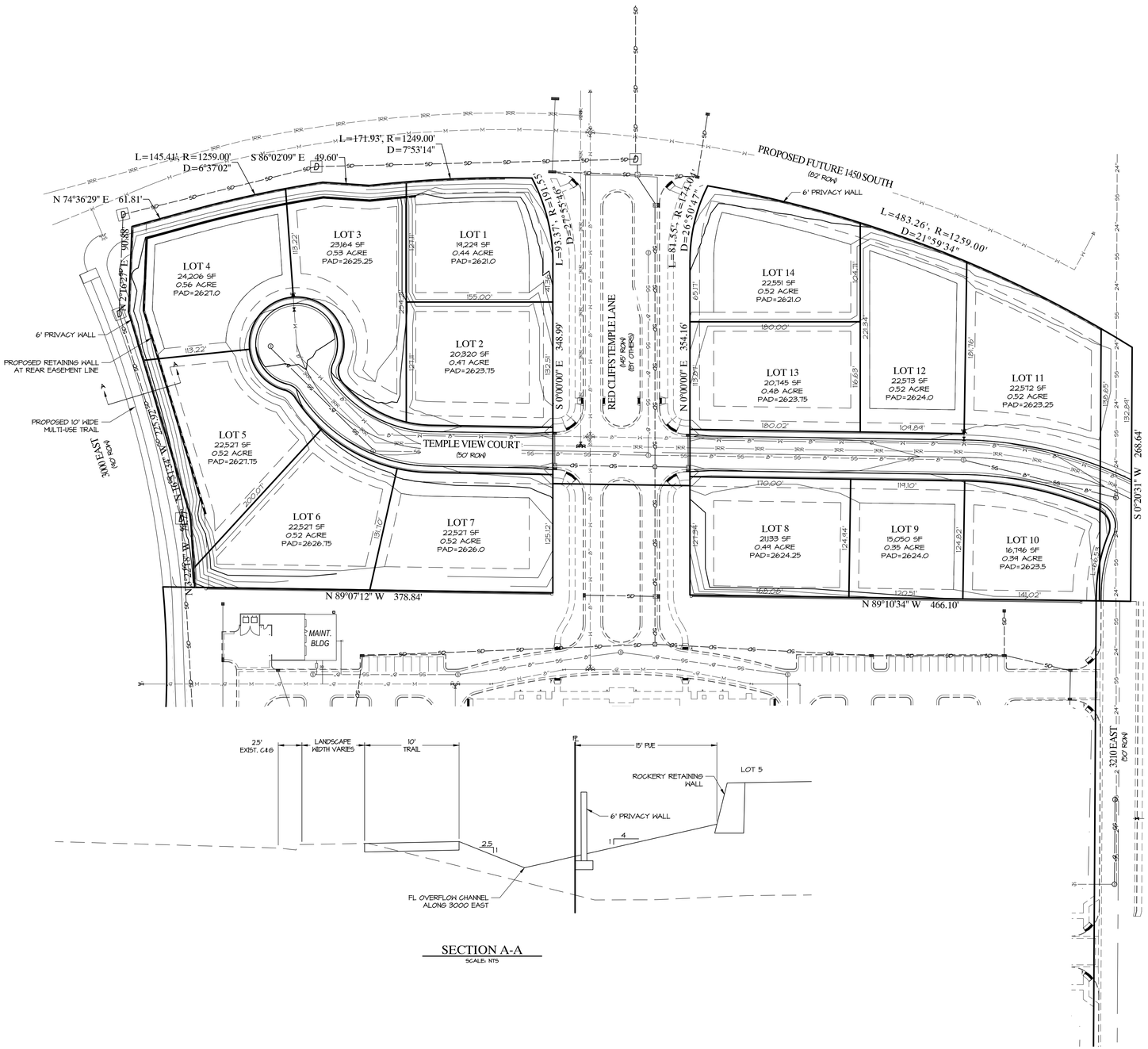
A 14 LOT RESIDENTIAL DEVELOPMENT
IN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST OF THE
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

NORTH
VICINITY MAP
SCALE: NONE
ST. GEORGE, UTAH



LOW IMPACT DEVELOPMENT NOTE

INDIVIDUAL LOTS SHALL PROVIDE BACKYARD RETENTION.



N

0 60' 120'

SCALE: 1"=60'

LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- EXISTING ASPHALT PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- EXISTING WATER
- EXISTING SANITARY SEWER
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED DRAINAGE DITCH

PROJECT ENGINEER

ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT 84790

CONTACT: JASON WARD
(435) 673-8586

PROJECT OWNER/ DEVELOPER

SUBURBAN LAND RESERVE, LLC
51 SOUTH MAIN STREET
SALT LAKE CITY, UT 84111

CONTACT: ROLLIN JOHNSON
(801) 321-7500

SITE DATA

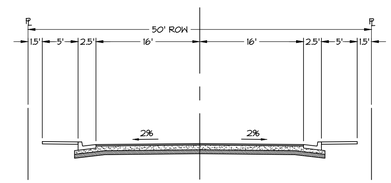
CURRENT ZONING:
A-1

PROJECT LAND USE:
RESIDENTIAL

LID MEASURES:
WATER QUALITY VOLUME: SITE TOTAL: 2,862 CUBIC FEET
WATER QUALITY VOLUME: PER LOT: 79.5 CUBIC FEET

TOTAL AREA:
557,103 SQ FT
12.80 ACRES
36 LOTS/12.80 ACRES
2.81 UNITS/ACRE

SECTION A-A
SCALE: NTS



TYP RESIDENTIAL STREET CROSS SECTION
SCALE: NTS

DATE: 8/25/2021
JOB NO.: 11136-19-002
DESIGNED BY: JLW
CHECKED BY: RMA
DWG: Pre Plat

REVISIONS
DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

Preliminary Plat
FOR
The park at Temple View
Suburban Land Reserve, Inc.
St. George, Utah

SHEET
1
1 OF 1 SHEETS

DRAFT

Agenda Item Number: **15**

Request For Council Action

Date Submitted	11/10/2021 09:38 AM
Proposed City Council Date	11/18/2021
Applicant	City of St. George
Subject	Consider approval of an ordinance amending Title 10 Chapter 13A as it pertains to certain public streets in the hillside overlay zone.
Background	Section of Title 10, the zoning code, that deals with public streets in the hillside overlay zone needs some clarifications and revisions. These proposed revisions are intended to provide some relief to the standards of the hillside ordinance for certain streets. The proposed ordinance provides standards for such streets. The Planning Commission recommended approval of the change to the city code with the removal of one of the proposed standards (standard #3).
Proposed Resolution	The Planning Commission recommended approval of the change to the city code with the removal of one of the proposed standards (standard #3).
Cost	
Action Taken	
Requested by	Dan Boles
File Attachments	cc2021-zra-011hillsidedevelopmentoverlayzone111021093941.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ZONING REGULATION AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 11/09/2021
CITY COUNCIL AGENDA REPORT: 11/18/2021

AMENDMENTS TO TITLE 10-13A – Hillside Development Overlay Zone Standards
Title 10-13A-1 – Density and Disturbance Standards
Case No. 2021-ZRA-011

Request: To revise Title 10-13A-1 as it pertains to construction of roads in the hillside.

Applicant: City of St. George

Background:
It has recently been identified that the section of Title 10, the Zoning Code, that deals with public roads in hillside zones needs some clarifications and revisions. These proposed revisions are intended to provide some relief to the standards of the hillside ordinance. The proposed ordinance provides standards for such roads.

The proposed language would, if approved, provide standards, that if met, allow a road to be constructed and not have to meet all of the hillside criteria.

Proposed Changes:
The proposed revisions are attached

Recommendation:
Planning Commission recommended approval of the zoning text amendment with the condition that condition #3 be removed. They felt that the requirement that the street not be adjacent to private property was too restrictive.

Possible Motion:
"I move that we approve the zoning regulation amendment to section 10-13A-1 of the St. George City Code as presented, case no. 2021-ZRA-011 *(including the recommendation of Planning Commission to strike item 3)*."

EXHIBIT A

PROPOSED REVISIONS

10-13A-1:
DENSITY AND DISTURBANCE STANDARDS:

A. The hillside development overlay zone (HDOZ) limits development densities and provides specific development incentives to transfer underlying zone densities from hillsides (sending areas), to less steep slopes or more safe development areas (receiving areas), within a development.

B. For those portions of a proposed development with natural slopes twenty percent (20%) or less, development density follows the density and development standards in the underlying zone.

C. For those portions of a proposed development with natural slopes from twenty-one percent (21%) to thirty percent (30%), development activity shall not disturb more than thirty percent (30%) of the parcel within this slope category.

D. For those portions of a proposed development with natural slopes from thirty-one percent (31%) to forty percent (40%), development activity shall not disturb more than five percent (5%) of the area within this slope category.

E. A proposed development may not disturb slopes in excess of forty percent (40%).

F. The applicant may:

1. Transfer all development density from steeper slope categories (sending areas), to areas within the development with natural slopes of twenty percent (20%) or less (receiving areas); and

2. Develop additional bonus density, calculated from each slope category, as follows:

a. Natural slopes twenty percent (20%) or less transferred on a one-to-one (1:1) unit basis; plus

b. One (1) additional density unit for each density unit transferred from natural slopes of twenty-one percent (21%) to thirty percent (30%); plus

c. Two (2) additional density units for each density unit transferred from natural slopes of thirty-one percent (31%) to forty percent (40%).

3. Unit calculation for the receiving area shall be based on the requirements of the sending area zone.

G. Density transfers to the receiving area may occur without a zone change within the receiving area even though the resulting density or configuration may exceed the density limits of the receiving area zone. Other than density, the receiving area's zoning requirements apply to development in the receiving area. For instance, lot sizes may vary, but single-family zoning districts only allow single-family detached dwellings.

H. If the applicant proposes to develop within the twenty-one percent (21%) to forty percent (40%) slope area, the applicant cannot employ partial density transfers from the sending area and must propose a design, site development plans, and a grading plan that blends and harmonizes all aspects of the proposed development into the natural topography, and that minimizes road cuts and fills.

I. Non-disturb areas within a residential lot as shown on the slope analysis map shall not be used to calculate minimum lot size.

J. Disturbance standards do not apply to the city for limited city facilities~~:~~, *including roads,* trails, parks, and utilities. *New road segments may be exempt from the requirements of this Section when all of the following conditions are met:*

1. The new road segment replaces an existing public road (classified as a major collector or higher), that was built on slopes exceeding forty percent (40%); and

2. The existing road and/or connecting intersection is projected to have traffic movement or intersection level of service failures that will significantly impact existing facilities, and

3. Neither the new road segment nor the existing road segment to be replaced are adjacent to private property; and

4. The existing road segment to be replaced must be mitigated to repair exposed slopes. Mitigation shall include recontouring of any disturbed slope and revegetation. The mitigated area may include a public trail or other pedestrian access; and

5. The overall level of service of the surrounding street network will be improved by the construction of the new road segment and elimination of the existing road segment.

Hillside Ordinance Amendment

2021-ZRA-011

Proposed Language

J. Disturbance standards do not apply to the city for limited city facilities~~:~~, *including roads,* trails, parks, and utilities. *New road segments may be exempt from the requirements of this Section when all of the following conditions are met:*

1. The new road segment replaces an existing public road (classified as a major collector or higher), that was built on slopes exceeding forty percent (40%); and

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3. Neither the new road segment nor the existing road segment to be replaced are adjacent to private property; and

4. The existing road segment to be replaced must be mitigated to repair exposed slopes. Mitigation shall include recontouring of any disturbed slope and revegetation. The mitigated area may include a public trail or other pedestrian access; and

5. The overall level of service of the surrounding street network will be improved by the construction of the new road segment and elimination of the existing road segment.

Planning Commission Recommendation

J. Disturbance standards do not apply to the city for limited city facilities~~:~~, *including roads,* trails, parks, and utilities. *New road segments may be exempt from the requirements of this Section when all of the following conditions are met:*

1. The new road segment replaces an existing public road (classified as a major collector or higher), that was built on slopes exceeding forty percent (40%); and

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4. The existing road segment to be replaced must be mitigated to repair exposed slopes. Mitigation shall include recontouring of any disturbed slope and revegetation. The mitigated area may include a public trail or other pedestrian access; and

5. The overall level of service of the surrounding street network will be improved by the construction of the new road segment and elimination of the existing road segment.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10-13A-1 OF THE ST. GEORGE CITY CODE, TO CLARIFY PROVISIONS REGARDING CERTAIN PUBLIC STREETS IN THE HILLSIDE OVERLAY ZONE.

WHEREAS, the city council has determined that it is in the best interest of the City and the public to amend provisions of city code, Title 10-13A-1 to provide standards allowing certain public streets in the hillside overlay zone to deviate from hillside standards; and

WHEREAS, after careful consideration, the city council has determined that amending Title 10-13A-1 is in the best interest of the health, safety and welfare of the citizens of St. George to provide standards for car wash facilities within the city.

NOW, THEREFORE, BE IT ORDAINED, by the St. George city council, as follows:

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

Section 2. Enactment. The St. George city code is hereby amended by adopting changes and revisions to Title 10-13A-1 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 18th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

EXHIBIT A

10-13A-1

DENSITY AND DISTURBANCE STANDARDS:

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B. For those portions of a proposed development with natural slopes twenty percent (20%) or less, development density follows the density and development standards in the underlying zone.

C. For those portions of a proposed development with natural slopes from twenty-one percent (21%) to thirty percent (30%), development activity shall not disturb more than thirty percent (30%) of the parcel within this slope category.

D. For those portions of a proposed development with natural slopes from thirty-one percent (31%) to forty percent (40%), development activity shall not disturb more than five percent (5%) of the area within this slope category.

E. A proposed development may not disturb slopes in excess of forty percent (40%).

F. The applicant may:

1. Transfer all development density from steeper slope categories (sending areas), to areas within the development with natural slopes of twenty percent (20%) or less (receiving areas); and

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a. Natural slopes twenty percent (20%) or less transferred on a one-to-one (1:1) unit basis; plus

b. One (1) additional density unit for each density unit transferred from natural slopes of twenty-one percent (21%) to thirty percent (30%); plus

c. Two (2) additional density units for each density unit transferred from natural slopes of thirty-one percent (31%) to forty percent (40%).

3. Unit calculation for the receiving area shall be based on the requirements of the sending area zone.

G. Density transfers to the receiving area may occur without a zone change within the receiving area even though the resulting density or configuration may exceed the density limits of the receiving area zone. Other than density, the receiving area's zoning

requirements apply to development in the receiving area. For instance, lot sizes may vary, but single-family zoning districts only allow single-family detached dwellings.

H. If the applicant proposes to develop within the twenty-one percent (21%) to forty percent (40%) slope area, the applicant cannot employ partial density transfers from the sending area and must propose a design, site development plans, and a grading plan that blends and harmonizes all aspects of the proposed development into the natural topography, and that minimizes road cuts and fills.

I. Non-disturb areas within a residential lot as shown on the slope analysis map shall not be used to calculate minimum lot size.

J. Disturbance standards do not apply to the city for limited city facilities~~:~~, *including roads,* trails, parks, and utilities. *New road segments may be exempt from the requirements of this Section when all of the following conditions are met:*

1. The new road segment replaces an existing public road (classified as a major collector or higher), that was built on slopes exceeding forty percent (40%); and

2. The existing road and/or connecting intersection is projected to have traffic movement or intersection level of service failures that will significantly impact existing facilities, and

3. Neither the new road segment nor the existing road segment to be replaced are adjacent to private property; and

4. The existing road segment to be replaced must be mitigated to repair exposed slopes. Mitigation shall include recontouring of any disturbed slope and revegetation. The mitigated area may include a public trail or other pedestrian access; and

5. The overall level of service of the surrounding street network will be improved by the construction of the new road segment and elimination of the existing road segment.