NOTICE OF WORK 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 work meeting in the Administrative Conference Room, St. George City Hall, located at 175 East 200 North, St. George, Utah, on Thursday, November 4, 2021 commencing at 4:30 p.m.

The agenda for the meeting is as follows:

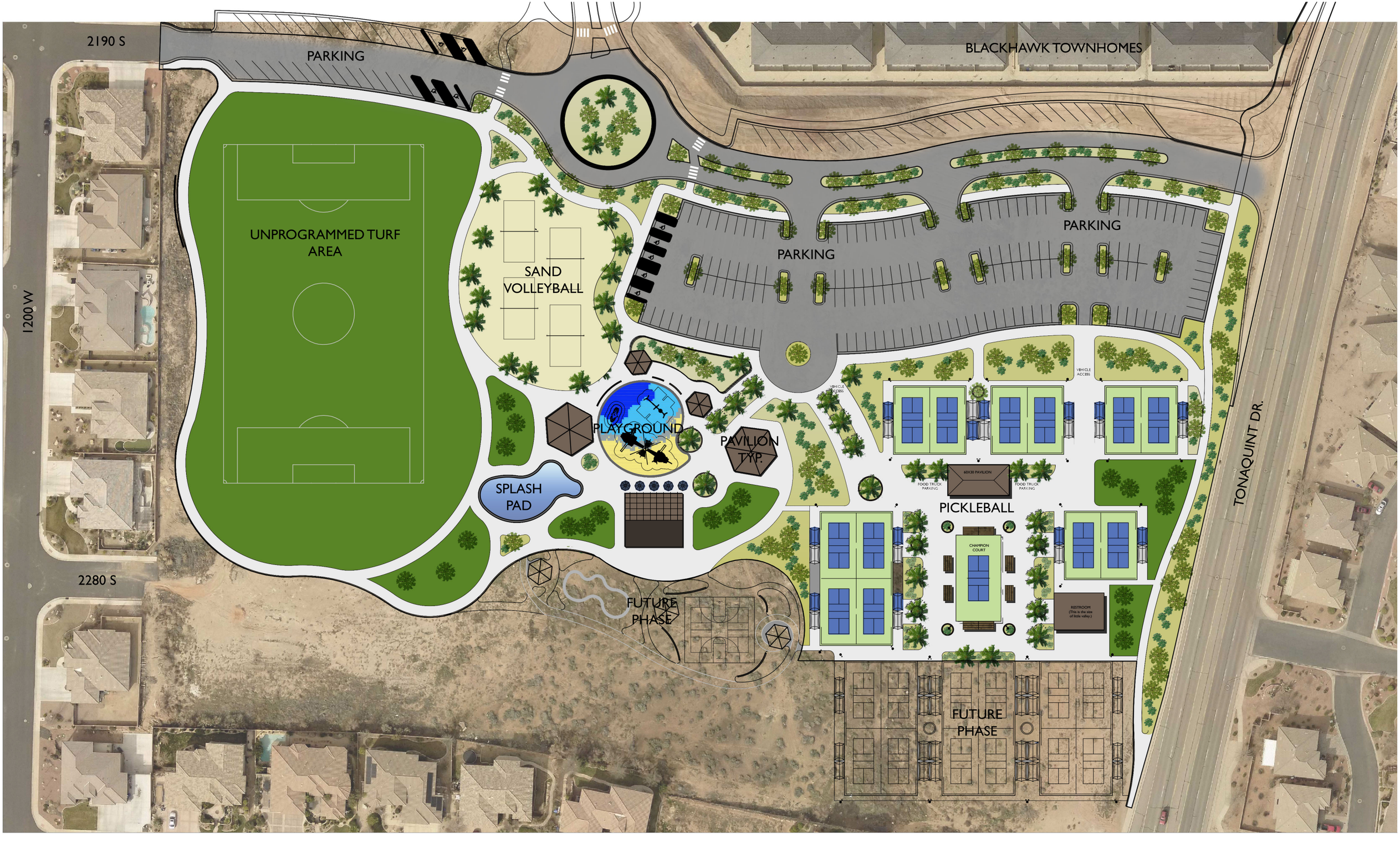
Call to Order
Invocation
Flag Salute

1. **Presentation from staff regarding Curly Hollow Community Park Phase I.**

Christina Fernandez, City Recorder

November 1, 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 Human Resources office at 627-4674, at least 24 hours in advance if you have special needs.



CURLY HOLLOW COMMUNITY PARK PHASE 1

St.George

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 4, 2021 commencing at 5:00 p.m.

The meeting will also be broadcast via Zoom. Persons who are allowed to comment during the meeting may also do so via Zoom. To login to the meeting, you may do so by visiting: https://us06web.zoom.us/j/81554735444 or by calling one of the following phone numbers:

Meeting ID: 815 5473 5444
One tap mobile
+13462487799,,81554735444# US (Houston)
+16699006833,,81554735444# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
Meeting ID: 815 5473 5444

Find your local number: https://us06web.zoom.us/u/kbHMeOEot9

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Consent Calendar.

a. Consider award of bid to Holbrook Asphalt for the Crack Seal Project.

BACKGROUND and RECOMMENDATION: This project includes placement crack seal on various streets throughout the city. A map of the streets to be treated can be viewed at https://www.sgcity.org/transportationandengineering/engineering/pavementmanagement. Six (6) formal bids were received. The cost increased 3.8% from last year. Staff recommends awarding the bid to Holbrook Asphalt in the amount of $217,150.

b. Consider approval of an award of bid to Scholzen Products for the purchase of supplies for the 500 West 500 North water main.

BACKGROUND and RECOMMENDATION: The size of the water main is increasing from 4 inch to 8 inch on two (2) city blocks at 500 West 500 North to 600 North and 550 North 500 West to 600 West. Staff will connect all of the homes to the new water main and install fire hydrants at the required spacing. In the budget, this project was included with several other streets throughout downtown St. George that are to be replaced. The budgeted amount for all streets is $250,000. Staff recommends awarding the bid to Scholzen Products in the amount of $56,411.70.

c. Consider approval of a concession agreement renewal with Ice Cream Factory, Inc.

BACKGROUND and RECOMMENDATION: Ice Cream Factory, Inc. is currently a concessionaire at the Airport; this is a proposed renewal of their contract. Staff recommends approval.

d. Consider approval of a concession agreement renewal with D&D Books/Eborn Books.

BACKGROUND and RECOMMENDATION: D&D Books/Eborn Books is currently a concessionaire at the Airport; this is a proposed renewal of their contract. Staff recommends approval.

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.

BACKGROUND and RECOMMENDATION: This lease is proposed to go into effect December 1, 2021. Staff recommends approval.

f. Consider approval of a lease agreement with Tech Ridge, LLC.

BACKGROUND and RECOMMENDATION: The City has been leasing a portion of the hangar located at 475 E Donlee Drive from Tech Ridge, LLC since they purchased the property. That lease ended in September and we have decreased our footprint in the space and renegotiated the terms. This new lease reduces the payment from $9,000 to $5,000 per month and extends the lease out to April 2022. After that date, the lease will be month to month. Staff hopes to have the new facility warehouse under construction this winter and completed by next summer. Staff recommends approval.

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.

BACKGROUND and RECOMMENDATION: The SGRWRF Phase II plant expansion is currently underway, which will increase the capacity of the wastewater treatment plant. This professional services agreement with AGEC is for the materials testing and special inspections that are required during construction of the plant. Staff recommends approval.

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.**

BACKGROUND and RECOMMENDATION: There is an existing 12" diameter irrigation line under the Virgin River near the Confluence Park. Over the past few years, the banks of the Virgin River have shifted enough that the irrigation line is now exposed. This project will lower the irrigation line through the Virgin River to keep it protected from the river flows. Staff recommends approval.

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.**

BACKGROUND and RECOMMENDATION: The reuse plant is currently equipped with (2) sand filters and (1) empty filter bay. The sand filters have reached the end of their useful life and need replacement. The empty filter bay will be equipped with a cloth filter, which is more efficient than sand filter and will increase the capacity of the reuse plant. This agreement is for the engineering design and construction management of the sand filter media replacement and the cloth media filter construction. The project was budged for FY24, but due to the condition of the sand media, it needs to be completed in FY22. Staff recommends approval.

2. **Consider approval of an ordinance amending and adopting fees for various services and recreational activities.**

BACKGROUND and RECOMMENDATION: Staff recommends adding a resident fee for the rental of City owned baseball and softball fields to accommodate local organizations. Staff recommends approval.

3. **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**

BACKGROUND and RECOMMENDATION: At the City Council meeting held on October 7, 2021, the City Council tabled this item until the November 4, 2021 meeting; however, the applicant has asked to move the item to the December 2, 2021 meeting. Staff recommends tabling the item.

4. **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**

BACKGROUND and RECOMMENDATION: The proposal is the change the future land-use map from LDR (Low Density Residential) to MDR(Medium Density Residential) for the purpose of building a new residential development in the area. The Planning Commission recommended approval.

5. **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**

BACKGROUND and RECOMMENDATION: The underlying general plan is MDR (Medium Density Residential) with adjacent zoning of Com (Commercial) and RCC (Residential City Center). The Planning Commission recommended approval.

6. **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**

BACKGROUND and RECOMMENDATION: The underlying general plan is OS (Open Space) with adjacent zoning of R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and Mining & Grazing. The Planning Commission recommended approval.

7. **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**

BACKGROUND and RECOMMENDATION: The proposal is for a multi-family project consisting of 20 condo units with an overall density in phase 5 of 6.9 dwelling units per acre. The underlying general plan is TC (Town Center). The Planning Commission recommended approval.

8. **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**

BACKGROUND and RECOMMENDATION: This is a request for an amendment to the Tonaquint Center PD (Planned Development) to add "gas pumps/gas station" to the approved use list which already allows "convenience market" and to allow for the construction of a Maverik convenience store and gas station. The site is approximately 2.57 acres. The Planning Commission recommended approval.

9. **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**

BACKGROUND and RECOMMENDATION: The underlying General Plan is Residential with adjacent zoning of Commercial and R-1-10 (Single Family Residential minimum 10,000 sq. ft. lot size). The Planning Commission recommended approval.

10. **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**

BACKGROUND and RECOMMENDATION: The underlying general plan is OS (Open Space) with adjacent zoning of R-1-10 (Single Family Residential minimum 10,000 sq. ft. lot size). The Planning Commission recommended approval.

11. **Consider approval of an ordinance changing the zone from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street, north of 750 North. Case No. 2021-ZC-076**

BACKGROUND and RECOMMENDATION: The underlying general plan land use is COM (Commercial) with adjacent zoning of C-3 (General Commercial) and R--1-10 (Single Family Residential). The Planning Commission recommended approval.

12. **Consider approval of an ordinance changing the zone from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street, north of 750 North Street. Case No. 2021-ZC-074**

BACKGROUND and RECOMMENDATION: The underlying general plan land use is COM (Commercial) with adjacent zoning of R-1-10 (Single Family Residential), C-3 (General Commercial), and M-1 (Manufacturing). The Planning Commission recommended approval.

13. **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**

BACKGROUND and RECOMMENDATION: The proposal is a conditional use permit for the purpose of creating a short-term rental at this location. The Planning Commission recommended approval.

14. **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.**

BACKGROUND and RECOMMENDATION: This preliminary plat is for The Cove at Desert Color Lot 514-515, a 20-lot residential subdivision located within the Desert Color development along Lagoon Parkway. The Planning Commission recommended approval.

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

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

17. **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 1, 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	10/27/2021 12:03 PM
Proposed City Council Date	11/04/2021
Applicant	Cortney McRae
Subject	Consider award of bid to Holbrook Asphalt for the Crack Seal Project.
Background	This project includes placement crack seal on various streets throughout the city. A map of the streets to be treated can be viewed at https://www.sgcity.org/transportationandengineering/engineering/pavementmanagement. Six (6) formal bids were received. The cost increased 3.8% from last year.
Proposed Resolution	Approval
Cost	217,150
Action Taken	
Requested by	Jay Sandberg
File Attachments	ccbidtabulationcrackseal21-078102721120335.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** 217,150 of 2,800,000.

FY 22 Crack Seal Project

Name	Bid
Hobrook Asphalt	**217,150.00**
Straight Stripe	219,500.00
Superior Asphalt	231,100.00
Benneville Asphalt	397,500.00
Morgan Pavement	414,100.00
CKC Operations	450,971.50

DRAFT

Agenda Item Number: **1b**

Request For Council Action

Date Submitted	10/25/2021 01:16 PM
Proposed City Council Date	11/04/2021
Applicant	Cortney McRae
Subject	Consider approval of an award of bid to Scholzen Products for the purchase of supplies for the 500 West 500 North water main.
Background	The size of the water main is increasing from 4 inch to 8 inch on two (2) city blocks at 500 West 500 North to 600 North and 550 North 500 West to 600 West. Staff will connect all of the homes to the new water main and install fire hydrants at the required spacing. In the budget, this project was included with several other streets throughout downtown St. George that are to be replaced. The budgeted amount for all streets is $250,000.
Proposed Resolution	Staff recommends approval to award bid to Scholzen Products for the purchase of supplies for the 500 W 500 N Water Main in the amount of $56,411.70.
Cost	56,411.70
Action Taken	
Requested by	Kirk Klotz
File Attachments	21-121bidtabulation102521131638.pdf councilform102521131638.pdf scholzen102521131638.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 250,000

City of St. George
Bid 21-121: Water Dept Suply Purchase for 500 W & 550 N
October 21, 2021

		Scholzen Products		Ferguson Waterworks	
ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL
8'' DR14 C-900	1,400	$ 22.18	$ 31,052.00	$ 24.00	$ 33,600.00
8'' X 3/4'' Brass Saddle	13	$ 71.86	$ 934.18	$ 105.00	$ 1,365.00
3/4" CTS Corp Stop	13	$ 43.34	$ 563.42	$ 39.00	$ 507.00
3/4" CTS Brass Compression Couplings	13	$ 24.20	$ 314.60	$ 22.00	$ 286.00
8" x 6" MJ X FLG Tee	3	$ 282.75	$ 848.25	$ 255.00	$ 765.00
6'' MJ X FLG Gate Valve	3	$ 725.60	$ 2,176.80	$ 805.00	$ 2,415.00
8" FLG Tee	2	$ 602.06	$ 1,204.12	$ 550.00	$ 1,100.00
8" FLG 90	1	$ 642.06	$ 642.06	$ 370.00	$ 370.00
8" MJ X FLG Gate Valve	7	$ 1,204.70	$ 8,432.90	$ 1,260.00	$ 8,820.00
8" BNG's	8	$ 12.00	$ 96.00	$ 16.00	$ 128.00
6" BNG's	3	$ 10.70	$ 32.10	$ 15.00	$ 45.00
8" Joint Restraint	20	$ 82.01	$ 1,640.20	$ 96.00	$ 1,920.00
12" x 8" LEB	2	$ 204.41	$ 408.82	$ 250.00	$ 500.00
12" Solid Sleeve	1	$ 333.21	$ 333.21	$ 305.00	$ 305.00
6" x 1.5" Brass Saddle	2	$ 182.08	$ 364.16	$ 186.00	$ 372.00
1.5" CTS Corp Stop	2	$ 188.98	$ 377.96	$ 170.00	$ 340.00
1.5" Meter Setter	2	$ 1,069.60	$ 2,139.20	$ 1,250.00	$ 2,500.00
1.5" MIP X CTS COMP	2	$ 64.46	$ 128.92	$ 58.00	$ 116.00
2" Meter Box	2	$ 239.00	$ 478.00	$ 245.00	$ 490.00
Bingham & Taylor Valve Can	10	$ 167.66	$ 1,676.60	$ 192.00	$ 1,920.00
8" MJ X FLG Adapter	1	$ 170.52	$ 170.52	$ 156.00	$ 156.00
8" Solid Sleeve	2	$ 207.06	$ 414.12	$ 189.00	$ 378.00
8" PVC Megapack	15	$ 80.80	$ 1,212.00	$ 95.00	$ 1,425.00
6" PVC Megapack	6	$ 59.80	$ 358.80	$ 71.00	$ 426.00
8" x 6" SEB	1	$ 128.76	$ 128.76	$ 120.00	$ 120.00
12 gauge locate wire	1,500	$ 0.1893	$ 284.00	$ 0.290	$ 435.00
	TOTAL		**$ 56,411.70**		**$ 60,804.00**

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? 2
☐ 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 Scholzen Products (Vendor/Contractor Name) for 500 W. 500 N. Water Main. (Project Title)

Applicant: Kirk N. Klotz (Your Name)

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

We are increasing the size of the water main on two city blocks from 4 inch to 8 inch at 500 W. 500 N. to 600 N., and 550 N. 500 W. to 600 W. We will connect all of the homes to the new water main, and install fire hydrants at the required spacing.

Cost: 56,411.70

Was this item approved in the budget? ☒ YES Budgeted Amount: $ 250,000.00

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

In the budget, this project was included with several other streets throughout downtown St. George to be replaced. The budgeted amout for all streets is $250,000.00

Has this item been approved by Legal? ☒ YES
(Does the project have an approved contract drafted?) ☐ 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

Item #	QTY	Unit	Description	Unit Price	Total Price
1	1,400		8" DR14 C-900	22.18	31,052.00
2	13		8" X 3/4" Brass Saddle	71.86	934.18
3	13		3/4" CTS Corp Stop	43.34	563.42
4	13		3/4" CTS Brass Compression Couplings	24.20	314.60
5	3		8" x 6" MJ X FLG Tee	282.75	848.25
6	3		6" MJ X FLG Gate Valve	725.60	2,176.80
7	2		8" FLG Tee	602.06	1,204.12
8	1		8" FLG 90	642.06	642.06
9	7		8" MJ X FLG Gate Valve	1,204.70	8,432.90
10	8		8" BNG's	12.00	96.00
11	3		6" BNG's	10.70	32.10
12	20		8" Joint Restraint	82.01	1,640.20
13	2		12" x 8" LEB	204.41	408.82
14	1		12" Solid Sleeve	333.21	333.21
15	2		6" x 1.5" Brass Saddle	182.08	364.16
16	2		1.5" CTS Corp Stop	188.98	377.96
17	2		1.5" Meter Setter	1,069.60	2,139.20
18	2		1.5" MIP X CTS COMP	64.46	128.92
19	2		2" Meter Box	239.00	478.00
20	10		Bingham & Taylor Valve Can	167.66	1,676.60
21	1		8" MJ X FLG Adapter	170.52	170.52
22	2		8" Solid Sleeve	207.06	414.12
23	15		8" PVC Megapack	80.80	1,212.00
24	6		6" PVC Megapack	59.80	358.80
25	1		8" x 6" SEB	128.76	128.76
26	1,500		12 gauge locate wire	0.19	284.00
				TOTAL	$ 56,411.70

Lead Time:	Pipe is available after 1/1/2022 all other parts in stock
Company Name:	Scholzen Products
Company Representative:	Matt Scott
Direct Phone Number:	435-680-4416
Direct Email Address:	mattscott.spc@gmail.com

DRAFT

Agenda Item Number: **1c**

Request For Council Action

Date Submitted	10/27/2021 08:48 AM
Proposed City Council Date	11/04/2021
Applicant	Rich Stehmeier
Subject	Consider approval of a concession agreement renewal with Ice Cream Factory, Inc.
Background	Ice Cream Factory, Inc. is currently a concessionaire at the Airport; this is a proposed renewal of their contract.
Proposed Resolution	Staff recommends approval.
Cost	
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	icecreamfactory102721084822.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

CONCESSION AGREEMENT
St. George Regional Airport

This agreement, made and entered into the 22 day of October, 2021 by and between the City of St George, a Utah Municipal Corporation, hereinafter referred to as the "City", and Ice Cream Factory, Inc., a business with authority to do business in the State of Utah and the City of St George, hereinafter referred to as the "Operator";

RECITALS

WHEREAS, the City owns and operates the St George Regional Airport (Airport); and

WHEREAS, food vending machine services are a desired and proper accommodation of the passengers arriving at and departing from the Airport; and

WHEREAS, the Operator desires to provide said services in a reliable, and consistent manner in keeping with all laws and regulations governing such activities; and

WHEREAS, the City desires to permit such activities in the passenger terminal building at the St. George Regional Airport for the benefit of the traveling public;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assigns as follows;

ARTICLE I
Lease of Premises

A. Lease of Premises. The City hereby leases to the operator for the period of time hereinafter mentioned, and subject to the terms and conditions hereinafter stated , a portion of the Airport's terminal building.

B. Lease Term. The operator shall have and hold said premises, appurtenances, uses and rights as hereafter set forth, for a term beginning October 22, 2021 and ending on October 21, 2022. Upon expiration of the term of this lease, Operator shall have the right of first refusal to enter into a new lease at the existing Airport for the premises on terms and conditions set forth by the City.

C. Use of Premises. The premises described herein shall be used by the Operator only for the purpose of providing book vending services for the passengers, employees, and users of the

Airport and members of the general public, The City hereby granting to the Operator, subject to the terms of this Agreement, the non – exclusive right, license and privilege to conduct said operations for the purposes stated above. The Operator shall have the right to ingress and egress from the premises over and across public roadways serving the Airport, but such rights shall be subject to any ordinances, rules and regulations as now, or may hereafter have application at the Airport. The Operator shall have the right to install, (or cause to be installed) and to operate appropriated signs at the Airport, provided however, that prior to installation the Operator shall secure written approval of the City.

D. Conditions. The granting of this Agreement and its acceptance by the Operator is conditioned upon the following covenants:

1. That no alteration of the premises, or change in the use of the premises, shall be made by the Operator without having first secured the written approval of the City.

2. That the right to use of the Airport facilities in common with others Authorized shall be exercised only subject to, and in accordance with, the laws of the United States of America and State of Utah, and all reasonable and applicable rules and regulations of the City, now in force of hereafter prescribed or promulgated.

3. That the right granted by this Agreement is not an exclusive right, and the City shall have the right to deal with and perfect arrangements with any other individual, company or corporation for engaging in like activities at the Airport, provided, however, that any future, nonexclusive rights granted for similar operations shall not be granted at terms more favorable than those granted herein. The Operator understands that the right granted herein applies to the St. George Municipal Airport property.

4. The city reserves the right to further develop or improve the Airport terminal as it sees fit, regardless of the desires or views of the Operator and without interference or hindrance from the Operator. The Operator understands that this Agreement shall be subordinate to the provisions and requirements of any existing or future agreements between the City and the United States of America relative to the development, operation or maintenance of the Airport.

ARTICLE II
Building Space

A. Building Space. The City will provide the space to the Operator as indicated Article I "A". The Operator shall provide all leasehold improvements necessary for its operation, including equipment, furniture, furnishings and fixtures, Any items provided shall be in keeping with the general décor of the Airport terminal building and shall be subject to the written approval of the City prior to installation.

B. Approval of the City. Prior to installation of any improvements in the leased space, the Operator shall submit to the City final plans and specifications, which, upon written approval by the City, shall become a part of this lease and the leased premises. The Operator agrees to

promptly make payment to all persons supplying labor or materials for any installation in the leased premises and shall not permit any lien or claim to be filed on account of any labor or material furnished.

C. Alterations. No alterations, additions or replacement may be mad in the lease premises without having first secured written approval of the City. This restriction applies to any equipment, which requires new electrical or plumbing connections, or change in fixtures installed on the premises as of the date of occupancy thereof. All additions to the premises made after approval shall be made at the sole expense of the Operator.

ARTICLE III
Lease Payment and Schedule

A. Airport Terminal Building Space / Gross Receipts. The Operator agrees to pay the City, as rent for the space occupied under the terms of this agreement, the sum of $75.00 per month or 10% of gross receipts, as defined below, whichever is greater.

B. Gross Receipts. Gross receipts shall mean all monies paid or payable to the Operator for the provision of food, drink goods, gifts or services authorized under this Agreement.

C. Schedule of Payments. Monthly rentals and fees as set out above shall be due and payable to the City on or before the 15th day of the following month. All sums due under this Agreement, as well as a full written report of the gross recipes mentioned above shall be paid or made by the Operator by delivery to the City Finance Office at City Hall, 175 E. 200 N. St George, Utah 84790. A copy of the report of gross receipts is to be concurrently submitted to the Airport Manager's office.

D. Records of the Operator. With respect to business done by it hereunder, the Operator shall keep true and accurate records, books and dates, which shall show all the gross receipts, as defined above, of the business upon and within the Airport. The Operator further agrees to keep books and records as the City may request. The records of the Operator as they apply to its activities at the Airport shall be open for inspection by authorized representatives of the City at all times reasonable during business hours.

E. Additional Audit. For the purpose of determining the accuracy of reporting of gross receipts, the City may make a spot audit test, which spot audit test shall include at least twenty – five (25%) percent of the total time of the period being audited. The spot audit test shall be at the expense of the City unless the results of the spot audit reveal a discrepancy of more than five (5%) percent of the gross receipts reported and the gross receipts determined by the audit. In this event, the entire period shall be audited and the entire cost of the spot audit, as well as the annual audit, shall be borne by the Operator.

ARTICLE IV
Obligations of the Lessee

A. Hours of Operation. The Operator shall, in the operation of its concession herein granted, maintain and make available a sufficient amount of goods and services for adequate

public service each day of the year. The concession operation shall remain open for such periods during each day as may be necessary to meet reasonable demands for said services.

B. Type of Operation. The Operator shall furnish all services on a fair, reasonable and nondiscriminatory basis to all users of the Airport and the general public, Service shall be prompt, courteous, and efficient, and shall be adequate to meet the demands for said service at the Airport. The Operator shall maintain and operate the concession in a first-class manner and shall keep the premises in a safe clean orderly and inviting condition at all times, satisfactory to the City.

C. Personnel. The Operator shall, at all times, retain an active qualified, competent and experienced manager to supervise the operations and be authorized to represent and act for the Operator. The personnel performing the services hereunder shall be neat, clean and courteous, and Operator shall not permit its agents, servants, or employees so engaged, to solicit or conduct business in a loud, noisy, boisterous offensive or objectionable manner, The Operator shall maintain a close check over the attendants and employees to insure maintenance of high standard of service to the public, and performance of such obligations shall be determined at the sole discretion of the City, through its Airport Manager.

D. Laws, Rules and Regulations. The Operator shall observe and obey all laws, regulations and rules of federal, state and local government which may be applicable to its operation at the Airport. It specifically acknowledges that it shall abide by, and be subject to, all reasonable rules and regulations which are now, or may from time to time, be formulated by the City concerning the management, operation or use of the Airport.

E. Maintenance of Premises. Operator agrees that it will keep the premises, together with all fixtures and equipment therein, in good order, conditions and repair, reasonable wear and tear and damage by fire or casualty excepted. The Operator shall, at its sole cost and expense, maintain the premises and every part thereof in good order and repair and in good and safe condition; shall repair all damages caused by its employees, its customers, or its operation of the concession; and shall maintain and repair all equipment on the premises. Janitorial services for the leased terminal space and trash services shall be the responsibility of the Operator at the Operator's sole expense. The Operator shall maintain the premises in excellent condition and appearance, reasonable wear and tear excepted, the City, through its Airport Manager, shall be the sole judge of the quality of maintenance, and upon written notice by the City to the Operator, the Operator shall be required to perform whatever maintenance the City deems necessary. If maintenance is not undertaken within ten (10) days after receipt of written notice, the City shall have the right to enter upon the premises and perform the maintenance, the cost of which shall be borne by the Operator.

F. Cost of Rental Operation. The Operator shall bare, at its own expense, all costs of operating the concession, and shall pay, in addition to the rental, all other costs connected with the concession including but not limiting the generality thereof, insurance, any and all taxes, and all permits and licenses as may be required by law.

G. Indemnification. The Operator shall keep and hold harmless the City from any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons,

including agents or employees of the City or Operator, by reason of deaths, or injury to persons, or loss or damage to property, resulting from the Operator's operation hereunder sustained in or upon the premises, or as a result of anything claimed to be done or omitted to be done by the Operator hereunder. The City shall stand indemnified by the Operator as provided. The Operator is and shall be deemed to be an independent contractor and operator responsible to all parities for its respective acts and omissions, and the City shall be, in no way, responsible therefore.

H. Insurance. Operator shall secure and maintain during the period of this Agreement certain general liability and property damage insurance that shall protect Operator and the City in such manner and amounts as set forth hereinafter. The insurance requirements stipulated herein shall not be construed as limiting liability. Insurance certificates complying with this section shall be provided to the City upon execution of this Agreement. Insurance certificates shall name the City as additional insured and shall provide a waiver of subrogation by the carrier to Certificated Holder. The minimum general liability and property damage liability 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 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.

ARTICLE V
City Obligations and Damage or Destruction of Premises

A. Maintenance of Structure. The City shall maintain the structure of the Airport Terminal building, the roof and outer walls. The City shall furnish heat, air conditioning and light the premises.

B. Damage to Structure. If the premises under this Agreement are partially damaged by fire, explosion, the elements, or other casualties, but not rendered untenable, the same shall be repaired with due diligence by the City, at its cost. If damage shall be so extensive as to render the premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by the City at its cost, and the rent payable hereunder shall be paid proportionately to the time of such damage and thereafter cease until such time a the premises are fully restored. In the event the premises are completely destroyed, or so damaged that they will remain untenable for more than thirty (30) days, the City shall be under no obligation to repair and reconstruct the premises, and the rent payable hereunder shall be paid proportionately to the time of such damage and shall thenceforth cease until such time as the premise may be fully restored. The Operator acknowledges that it examined the premises, prior to the commencement of this lease, and the Operator's acceptance of this lease is its acknowledgement that the premise is in satisfactory condition for its business operation. The City shall have the

right, through its duly authorized representatives, to enter upon the leased premises at all reasonable business hours for the purpose of inspecting the premises. If entry is required during non – business hours, except when an emergency exists, entry shall be made only after notice is given to Operator. Each of the parties acknowledges that this lease is subject to termination by Emergency demands of the United States Governments, and the Operator agrees that in the event the government demands possession thereof, that it will vacate the premises as promptly as possible after receipt to notification thereof. This lease is entered into subject to such contingency and each party is relieved from all liability to the other in the event such demand of the federal government except for the requirement of the Operator to pay rent and fees for use and occupation of the premises up to the date it vacates the premises.

ARTICLE VI
Termination, Cancellation, Assignment and Transfer

A. Termination. This agreement shall terminate at the end of the term thereof, and Operator shall have no further right or interest in the premises or improvements except as may be herein specifically provided.

B. Cancellation by City. This agreement shall be subject to cancellation by the City in the event Operator shall:

1. Be in arrears in the payment of the whole, or any part, of the amount agreed upon hereunder for a period of thirty (30) days after the time such payment becomes due;

2. File a voluntary petition in bankruptcy;

3. Abandon the Premises;

4. Default in the performance of any of the covenants and conditions required to be performed by the Operator herein (except for the rental payment specifically mentioned above), and such default continuing for a period of thirty (30) days after receipt of notice from the City of the default;

5. Make an assignment for the benefit of creditor;

6. Allow or cause by any action or inaction its business license with the City of St. George or the State of Utah to lapse or be cancelled for any reason whatsoever;

C. Repossession of Premises. In any of the above events the City may take immediate possession of the premises and remove the Operator's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon such entry this Agreement shall immediately terminate without notice from the City. All property of the Operator which is located on the premises, whether exempt from execution or not shall be bound by and subject to a lien for the payment of any rents or fees, and for any other damages arising from a breach by the Operator of any portion of this Agreement. The Operator agrees that the it may take possession of said property, or any part or parts thereof, and sell or cause the same to be sold at a public or private sale, with notice to the Operator at the address as set forth in this document, to the highest bidder

for cash, and apply the process of said sale toward the cost thereof and then towards the indebtedness, or other damages.

D. Cessation of Certified Air Carrier Service. The Operator may negotiate with the City for the suspension or reduction of payment of fees called for under this Agreement during any period in excess of ninety (90) days that the St. George Municipal Airport is not operated for use by certified scheduled air carriers.

E. Assignment. The Operator shall not, during the term of this lease, assign this lease, or any rights arising hereunder, or sublet any part of the premises covered hereby, without having first secured written consent of the City.

ARTICLE VII
General Provisions

A. Attorney's Fees. In the event this Agreement is placed in the hands of an Attorney for collection of rental, fees or damages, or any portion thereof, due or becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Agreement, or failure to observe any of the covenants of this Agreement, the Operator shall pay the City reasonable attorney's fees for services rendered the City in that regard.

B. Non-Waiver. Any waiver by the City of any breach of any covenant herein contained to be kept and performed by the Operator shall not be deemed as a continuing waiver and shall not operate to bar or prevent the City from declaring forfeiture for any succeeding breach, either of the same or other covenants.

C. Independence of Agreement. It is understood and agreed that nothing herein contained is intended, or should be construed as in any way creating or establishing a relationship of co-partners between the parties hereto or as constituting the Operator as the agent, representative, or employee of the City for any purpose, or in any manner whatsoever. The Operator is to be, and shall remain, an independent contractor with respect to all services performed hereunder.

D. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall, in no way, effect any other provision of the Agreement.

E. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

F. Notice. Any notice given by one party to the other in connection with this Agreement shall be sent by certified mail return receipt requested, with postage and return receipt fees prepaid:

To City addressed to:
City of St George
175 East 200 North
St George, Utah 84770

To Tenant addressed to:
Ice Cream Factory, Inc.
Russ Harkins – Sales/Owner
504 N. Park Street
St George, UT 84770

G. Discrimination. The Operator in any of it operations conducted pursuant to the provisions of this Agreement, and otherwise in connection with the use of the Airport facilities, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, sex, religion, or national origin in any manner prohibited by federal laws and regulations. The city reserves the right to take such action as the United States Government may direct to enforce this covenant. Non-compliance with this provision shall constitute a material breach of this Agreement and the City shall have the right to terminate this agreement without liability or at the election of the City or the United States of America, either or both shall have the right to judicially enforce this paragraph.

H. Affirmative Action. The Operator assures that it will undertake an affirmative action program as required by 14 CFR part 152, subpart E, to insure that no person shall, on the grounds of race, color, creed, national origin or sex, be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The Operator assures that no person shall be excluded on these grounds from participation in or receiving the services or benefits of any program or activity covered by this subpart. The Operator assures that it will require that its covered sub – organizations provide assurances to the Operator that they similarly will undertake affirmative action programs and that they will require assurances from their sub – organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their respective seals as of the day and year above written.

WITNESS the hands and seals of the parties, the month, day and year above written.

CITY OF ST GEORGE	ICE CREAM FACTORY, INC.
Michele Randall, Mayor	Russ Harkins, Owner
Attest:	Approved as to form:
Christina Fernandez, City Recorder	Collin R. Simonsen, Assistant City Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2021

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

State Farm

Mark Drawe, Agent
State Farm Insurance Companies
109 S 700 W Suite 1
Hurricane, UT 84737

CONTACT NAME: Mark Drawe
PHONE (A/C, No, Ext): 435-635-3511 FAX (A/C, No): 435-635-3521
E-MAIL ADDRESS: mark@markdrawe.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Ice Cream Factory
405 N Park St
St George, UT 84770

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 78,100
		Y	N	94-CD-4361-9	05/16/2021	05/16/2022	MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY	N	N	164 3371-D27-44C	04/27/2021	10/27/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO							
	X OWNED AUTOS ONLY / SCHEDULED AUTOS			166 4854-A21-44	01/21/2021	07/21/2021	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			108 9793-E05-44A	11/05/2020	05/05/2021	BODILY INJURY (Per accident)	$
				109 5899-F05-44B	12/05/2020	06/05/2021	PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A	N/A	N	94-BU-K995-1	04/27/2021	04/27/2022	E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Vending operations
Additional auto policies: 109 5904-F05-44A 12/05/2020 to 06/05/2021 $1,000,000 single liability limit

"The City of St. George is listed as an additional insured. St George is primary & non contributory for ongoing and complete operations; a waiver of subrogation applies in favor of the city of St George"

CERTIFICATE HOLDER

St George Regional Airport
4508 South Airport Parkway #1
St George, UT 84790

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

Mark Drawe

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DRAFT

Agenda Item Number: **1d**

Request For Council Action

Date Submitted	10/26/2021 08:21 AM
Proposed City Council Date	11/04/2021
Applicant	Rich Stehmeier
Subject	Consider approval of a concession agreement renewal with D&D Books/Eborn Books.
Background	D&D Books/Eborn Books is currently a concessionaire at the Airport; this is a proposed renewal of their contract.
Proposed Resolution	Staff recommends approval.
Cost	
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	ddbooksconcessionagreement20211102621082111.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

CONCESSION AGREEMENT

St. George Regional Airport

This agreement, made and entered into the 22nd day of October, 2021 by and between the City of St George, a Utah Municipal Corporation, hereinafter referred to as the "City", and D&D Books/Eborn Books, a business with authority to do business in the State of Utah and the City of St George, hereinafter referred to as the "Operator";

RECITALS

WHEREAS, the City owns and operates the St George Regional Airport (Airport); and

WHEREAS, book vending services are a desired and proper accommodation of the passengers arriving at and departing from the Airport; and

WHEREAS, the Operator desires to provide said services in a reliable, and consistent manner in keeping with all laws and regulations governing such activities; and

WHEREAS, the City desires to permit such activities in the passenger terminal building at the St. George Regional Airport for the benefit of the traveling public;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assigns as follows;

ARTICLE I
Lease of Premises

A. Lease of Premises. The City hereby leases to the operator for the period of time hereinafter mentioned, and subject to the terms and conditions hereinafter stated , a portion of the Airport's terminal building.

B. Lease Term. The operator shall have and hold said premises, appurtenances, uses and rights as hereafter set forth, for a term beginning October 22, 2021, and ending on October 21, 2022. Upon expiration of the term of this lease, Operator shall have the right of first refusal to enter into a new lease at the existing Airport for the premises on terms and conditions set forth by the City.

C. Use of Premises. The premises described herein shall be used by the Operator only for the purpose of providing book vending services for the passengers, employees, and users of the

Airport and members of the general public, The City hereby granting to the Operator, subject to the terms of this Agreement, the non – exclusive right, license and privilege to conduct said operations for the purposes stated above. The Operator shall have the right to ingress and egress from the premises over and across public roadways serving the Airport, but such rights shall be subject to any ordinances, rules and regulations as now, or may hereafter have application at the Airport. The Operator shall have the right to install, (or cause to be installed) and to operate appropriated signs at the Airport, provided however, that prior to installation the Operator shall secure written approval of the City.

D. Conditions. The granting of this Agreement and its acceptance by the Operator is conditioned upon the following covenants:

1. That no alteration of the premises, or change in the use of the premises, shall be made by the Operator without having first secured the written approval of the City.

2. That the right to use of the Airport facilities in common with others Authorized shall be exercised only subject to, and in accordance with, the laws of the United States of America and State of Utah, and all reasonable and applicable rules and regulations of the City, now in force of hereafter prescribed or promulgated.

3. That the right granted by this Agreement is not an exclusive right, and the City shall have the right to deal with and perfect arrangements with any other individual, company or corporation for engaging in like activities at the Airport, provided, however, that any future, nonexclusive rights granted for similar operations shall not be granted at terms more favorable than those granted herein. The Operator understands that the right granted herein applies to the St. George Municipal Airport property.

4. The city reserves the right to further develop or improve the Airport terminal as it sees fit, regardless of the desires or views of the Operator and without interference or hindrance from the Operator. The Operator understands that this Agreement shall be subordinate to the provisions and requirements of any existing or future agreements between the City and the United States of America relative to the development, operation or maintenance of the Airport.

ARTICLE II
Building Space

A. Building Space. The City will provide the space to the Operator as indicated Article I "A". The Operator shall provide all leasehold improvements necessary for its operation, including equipment, furniture, furnishings and fixtures, Any items provided shall be in keeping with the general décor of the Airport terminal building and shall be subject to the written approval of the City prior to installation.

B. Approval of the City. Prior to installation of any improvements in the leased space, the Operator shall submit to the City final plans and specifications, which, upon written approval by the City, shall become a part of this lease and the leased premises. The Operator agrees to

promptly make payment to all persons supplying labor or materials for any installation in the leased premises and shall not permit any lien or claim to be filed on account of any labor or material furnished.

C. Alterations. No alterations, additions or replacement may be mad in the lease premises without having first secured written approval of the City. This restriction applies to any equipment, which requires new electrical or plumbing connections, or change in fixtures installed on the premises as of the date of occupancy thereof. All additions to the premises made after approval shall be made at the sole expense of the Operator.

ARTICLE III
Lease Payment and Schedule

A. Airport Terminal Building Space / Gross Receipts. The Operator agrees to pay the City, as rent for the space occupied under the terms of this agreement, the sum of $75.00 per month or 10% of gross receipts, as defined below, whichever is greater.

B. Gross Receipts. Gross receipts shall mean all monies paid or payable to the Operator for the provision of food, drink goods, gifts or services authorized under this Agreement.

C. Schedule of Payments. Monthly rentals and fees as set out above shall be due and payable to the City on or before the 15th day of the following month. All sums due under this Agreement, as well as a full written report of the gross recipes mentioned above shall be paid or made by the Operator by delivery to the City Finance Office at City Hall, 175 E. 200 N. St George, Utah 84790. A copy of the report of gross receipts is to be concurrently submitted to the Airport Manager's office.

D. Records of the Operator. With respect to business done by it hereunder, the Operator shall keep true and accurate records, books and dates, which shall show all the gross receipts, as defined above, of the business upon and within the Airport. The Operator further agrees to keep books and records as the City may request. The records of the Operator as they apply to its activities at the Airport shall be open for inspection by authorized representatives of the City at all times reasonable during business hours.

E. Additional Audit. For the purpose of determining the accuracy of reporting of gross receipts, the City may make a spot audit test, which spot audit test shall include at least twenty – five (25%) percent of the total time of the period being audited. The spot audit test shall be at the expense of the City unless the results of the spot audit reveal a discrepancy of more than five (5%) percent of the gross receipts reported and the gross receipts determined by the audit. In this event, the entire period shall be audited and the entire cost of the spot audit, as well as the annual audit, shall be borne by the Operator.

ARTICLE IV
Obligations of the Lessee

A. Hours of Operation. The Operator shall, in the operation of its concession herein granted, maintain and make available a sufficient amount of goods and services for adequate public service each day of the year. The concession operation shall remain open for such periods during each day as may be necessary to meet reasonable demands for said services.

B. Type of Operation. The Operator shall furnish all services on a fair, reasonable and nondiscriminatory basis to all users of the Airport and the general public, Service shall be prompt, courteous, and efficient, and shall be adequate to meet the demands for said service at the Airport. The Operator shall maintain and operate the concession in a first-class manner and shall keep the premises in a safe clean orderly and inviting condition at all times, satisfactory to the City.

C. Personnel. The Operator shall, at all times, retain an active qualified, competent and experienced manager to supervise the operations and be authorized to represent and act for the Operator. The personnel performing the services hereunder shall be neat, clean and courteous, and Operator shall not permit its agents, servants, or employees so engaged, to solicit or conduct business in a loud, noisy, boisterous offensive or objectionable manner, The Operator shall maintain a close check over the attendants and employees to insure maintenance of high standard of service to the public, and performance of such obligations shall be determined at the sole discretion of the City, through its Airport Manager.

D. Laws, Rules and Regulations. The Operator shall observe and obey all laws, regulations and rules of federal, state and local government which may be applicable to its operation at the Airport. It specifically acknowledges that it shall abide by, and be subject to, all reasonable rules and regulations which are now, or may from time to time, be formulated by the City concerning the management, operation or use of the Airport.

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the concession including but not limiting the generality thereof, insurance, any and all taxes, and all permits and licenses as may be required by law.

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H. Insurance. Operator shall secure and maintain during the period of this Agreement certain general liability and property damage insurance that shall protect Operator and the City in such manner and amounts as set forth hereinafter. The insurance requirements stipulated herein shall not be construed as limiting liability. Insurance certificates complying with this section shall be provided to the City upon execution of this Agreement. Insurance certificates shall name the City as additional insured and shall provide a waiver of subrogation by the carrier to Certificated Holder. The minimum general liability and property damage liability 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 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.

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ARTICLE V
City Obligations and Damage or Destruction of Premises

A. Maintenance of Structure. The City shall maintain the structure of the Airport Terminal building, the roof and outer walls. The City shall furnish heat, air conditioning and light the premises.

B. Damage to Structure. If the premises under this Agreement are partially damaged by fire, explosion, the elements, or other casualties, but not rendered untenable, the same shall be repaired with due diligence by the City, at its cost. If damage shall be so extensive as to render the premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by the City at its cost, and the rent payable hereunder shall be paid proportionately to the time of such damage and thereafter cease until such time a the premises are fully restored. In the event the premises are completely destroyed, or so damaged that they will remain untenable for more than thirty (30) days, the City shall be under no obligation to

repair and reconstruct the premises, and the rent payable hereunder shall be paid proportionately to the time of such damage and shall thenceforth cease until such time as the premise may be fully restored. The Operator acknowledges that it examined the premises, prior to the commencement of this lease, and the Operator's acceptance of this lease is its acknowledgement that the premise is in satisfactory condition for its business operation. The City shall have the right, through its duly authorized representatives, to enter upon the leased premises at all reasonable business hours for the purpose of inspecting the premises. If entry is required during non – business hours, except when an emergency exists, entry shall be made only after notice is given to Operator. Each of the parties acknowledges that this lease is subject to termination by Emergency demands of the United States Governments, and the Operator agrees that in the event the government demands possession thereof, that it will vacate the premises as promptly as possible after receipt to notification thereof. This lease is entered into subject to such contingency and each party is relieved from all liability to the other in the event such demand of the federal government except for the requirement of the Operator to pay rent and fees for use and occupation of the premises up to the date it vacates the premises.

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A. Termination. This agreement shall terminate at the end of the term thereof, and Operator shall have no further right or interest in the premises or improvements except as may be herein specifically provided.

B. Cancellation by City. This agreement shall be subject to cancellation by the City in the event Operator shall:

1. Be in arrears in the payment of the whole, or any part, of the amount agreed upon hereunder for a period of thirty (30) days after the time such payment becomes due;

2. File a voluntary petition in bankruptcy;

3. Abandon the Premises;

4. Default in the performance of any of the covenants and conditions required to be performed by the Operator herein (except for the rental payment specifically mentioned above), and such default continuing for a period of thirty (30) days after receipt of notice from the City of the default;

5. Make an assignment for the benefit of creditor;

6. Allow or cause by any action or inaction its business license with the City of St. George or the State of Utah to lapse or be cancelled for any reason whatsoever;

C. Repossession of Premises. In any of the above events the City may take immediate possession of the premises and remove the Operator's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon such entry this Agreement shall immediately terminate without notice from the City. All property of the Operator which is located on the

premises, whether exempt from execution or not shall be bound by and subject to a lien for the payment of any rents or fees, and for any other damages arising from a breach by the Operator of any portion of this Agreement. The Operator agrees that the it may take possession of said property, or any part or parts thereof, and sell or cause the same to be sold at a public or private sale, with notice to the Operator at the address as set forth in this document, to the highest bidder for cash, and apply the process of said sale toward the cost thereof and then towards the indebtedness, or other damages.

D. Cessation of Certified Air Carrier Service. The Operator may negotiate with the City for the suspension or reduction of payment of fees called for under this Agreement during any period in excess of ninety (90) days that the St. George Municipal Airport is not operated for use by certified scheduled air carriers.

E. Assignment. The Operator shall not, during the term of this lease, assign this lease, or any rights arising hereunder, or sublet any part of the premises covered hereby, without having first secured written consent of the City.

ARTICLE VII
General Provisions

A. Attorney's Fees. In the event this Agreement is placed in the hands of an Attorney for collection of rental, fees or damages, or any portion thereof, due or becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Agreement, or failure to observe any of the covenants of this Agreement, the Operator shall pay the City reasonable attorney's fees for services rendered the City in that regard.

B. Non-Waiver. Any waiver by the City of any breach of any covenant herein contained to be kept and performed by the Operator shall not be deemed as a continuing waiver and shall not operate to bar or prevent the City from declaring forfeiture for any succeeding breach, either of the same or other covenants.

C. Independence of Agreement. It is understood and agreed that nothing herein contained is intended, or should be construed as in any way creating or establishing a relationship of co-partners between the parties hereto or as constituting the Operator as the agent, representative, or employee of the City for any purpose, or in any manner whatsoever. The Operator is to be, and shall remain, an independent contractor with respect to all services performed hereunder.

D. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall, in no way, effect any other provision of the Agreement.

E. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

F. Notice. Any notice given by one party to the other in connection with this Agreement shall be sent by certified mail return receipt requested, with postage and return receipt fees prepaid:

To City addressed to:	To Tenant addressed to:
City of St George	D&D Books/Eborn Books
175 East 200 North	Darryl Boradhead
St George, Utah 84770	636 North 400 East
	American Fork, UT 84003

G. Discrimination. The Operator in any of it operations conducted pursuant to the provisions of this Agreement, and otherwise in connection with the use of the Airport facilities, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, sex, religion, or national origin in any manner prohibited by federal laws and regulations. The city reserves the right to take such action as the United States Government may direct to enforce this covenant. Non-compliance with this provision shall constitute a material breach of this Agreement and the City shall have the right to terminate this agreement without liability or at the election of the City or the United States of America, either or both shall have the right to judicially enforce this paragraph.

H. Affirmative Action. The Operator assures that it will undertake an affirmative action program as required by 14 CFR part 152, subpart E, to ensure that no person shall, on the grounds of race, color, creed, national origin or sex, be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The Operator assures that no person shall be excluded on these grounds from participation in or receiving the services or benefits of any program or activity covered by this subpart. The Operator assures that it will require that its covered sub – organizations provide assurances to the Operator that they similarly will undertake affirmative action programs and that they will require assurances from their sub – organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their respective seals as of the day and year above written.

WITNESS the hands and seals of the parties, the month, day and year above written.

CITY OF ST GEORGE	D&D Books/Eborn Books
_____	_____
Michele Randall, Mayor	Darryl Broadhead
Attest:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	Collin Simonsen, Assistant City Attorney

DRAFT

Agenda Item Number: **1e**

Request For Council Action

Date Submitted	10/25/2021 10:48 AM
Proposed City Council Date	11/04/2021
Applicant	Rich Stehmeier
Subject	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.
Background	This lease is proposed to go into effect December 1, 2021.
Proposed Resolution	Staff recommends approval.
Cost	
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	addendumwithexhibits1-4211102621090859.pdf sandstoneaviation-operatingandleaseagreement-revised1102721075109.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

ADDENDUM TO FBO OPERATING AND LEASE AGREEMENT BETWEEN CITY OF ST. GEORGE AND SAND STONE AVIATION, LLC

This Addendum to FBO Operating and Lease Agreement (this "Addendum"), dated October _____, 2021 is entered into between the City of St. George, Utah, a Utah municipal corporation, (the "City") and Sand Stone Aviation LLC a Utah Limited Liability Company ("Tenant").

RECITALS

A. The City and Tenant are entering into an FBO Operating and Lease Agreement of even date herewith (the "Lease"), pertaining to Tenant's lease of certain real property described in Exhibit A to the Lease, together with the improvements constructed thereon (the "Premises") for the purpose of providing FBO services to users of the St. George Regional Airport (the "FBO").

B. In addition to the terms contained in the Lease, the City and Tenant have agreed to various other terms and wish to memorialize those additional other terms.

C. Accordingly, the City and Tenant desire to add to and, as applicable, amend the Lease, in accordance with the terms and conditions contained in this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the same mean as ascribed to them in the Lease.

AGREEMENT

The City and Tenant agree to add to and, as applicable, amend the Lease as follows:

1. Square Footage. The Premises consists of approximately 283,500 square feet (or 6.5 acres), as further depicted in the diagram attached hereto as Exhibit 1 (the "FBO Plan").

2. Annual Lease Rate. The parties agree that the Annual Lease Rate for the Premises, payable to the City by Tenant under the terms of the Lease, shall be twenty-three cents per square foot ($0.23/sq. ft.) per year. Accordingly, the Tenant's annual Lease amount payable to the City is sixty-five thousand two-hundred and five dollars ($65,205.00).

3. FAA Grant Funds to Tie In to Premises. The City will use best efforts to obtain a grant from the Federal Aviation Administration (the "FAA") to construct additional taxiway and ramp space. In the event the City obtains funds from the FAA as described herein, the City agrees to spend said funds of such grant to construct taxiways and ramp space which will tie directly into the ramp space of the Premises and facilitate accommodating aircraft desiring to utilize the FBO, specifically including ramp space from Taxiway "A" to the ramp that will connect to Tenant's previously constructed aircraft tie down and aircraft parking area on the Premises.

4. Road Construction. The parties hereby agree that all asphalt areas constructed on the Premises that will be used for aircraft movement shall be built to FAA standard for parking ramps, taxilanes and taxiways.

5. Tenant Improvements. Tenant, at Tenant's sole cost but subject to reimbursement by the City as provided herein, shall improve and/or expand, as applicable, the main road (the "Road")

(see Exhibit 2) and the parking lot (the "Parking Lot") (see Exhibit 3), both of which are to enable users of the FBO to access the FBO via the Road. The City and Tenant acknowledge and agree that the Road and the Parking Lot are not part of the Premises. In return for such improvements made by Tenant, the City shall reimburse Tenant by deducting said costs from Tenant's "rent" and "additional rent" due pursuant to the Lease in the form of a rent credit (the "Rent Credit").

6. Rent Credit. For Tenant's work in improving the Road and the Parking Lot, as described in Section 5 above, the City expressly agrees to provide Tenant with a two (2) year Rent Credit totaling $130,410.00.

7. Temporary Premises. For a period of twelve (12) months, but in no event for a period of more than twenty-four (24) months from the commencement Date, unless otherwise agreed upon in writing by the City and Tenant, the City shall allow Tenant to utilize the old Aviation Services hangar (52G) as a temporary facility (the "Temporary Premises"). All terms and conditions contained in the Lease, as modified by this Addendum, shall apply to the Temporary Premises. An extension of Temporary Premises may be requested if unexpected construction delays occur. Tenant hereby agrees that while operating in the Temporary Premises, it will not infringe or interfere with the current FBO operator during fueling operations on the East ramp.

8. Fuel Farm Specifics. Notwithstanding anything to the contrary contained in the Lease, in connection with Tenant's obligation to provide a fuel farm facility at the FBO, the Landlord specifically approves Tenant's use of the tankers depicted and described in Exhibit 4 attached hereto (the "Tanker Specifications") and agrees that the Tankers may be utilized by Tenant to service aircraft at the airport (all in accordance with the Lease) and/or as temporary or long-term jet or aviation fuel storage. The City shall not modify the Laws and Regulations in any manner that would serve to limit or impair Tenant's use of the Tankers as set forth in this Addendum. All tanks/tankers will meet current FAA 139 requirements and all applicable airport minimum standards and rules and regulations.

9. Financing Addendum. In the event that Tenant determines to obtain financing to construct the FBO or any improvements on the Premises or otherwise contemplated in the Lease or this Addendum, and a lender providing such financing requires reasonable modifications to the Lease or this Addendum for lawful purposes that do not materially adversely affect the City, the City agrees to cooperate with Tenant and any such lender in good faith in the consideration of and implementation of such modification(s).

10. Reaffirmation of Lease. Except as amended or modified in this Addendum, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated by reference and made a part of this Addendum as though copied herein in full. In the event of any conflict between the terms of this Addendum and those in the Lease, the terms of this Addendum shall control.

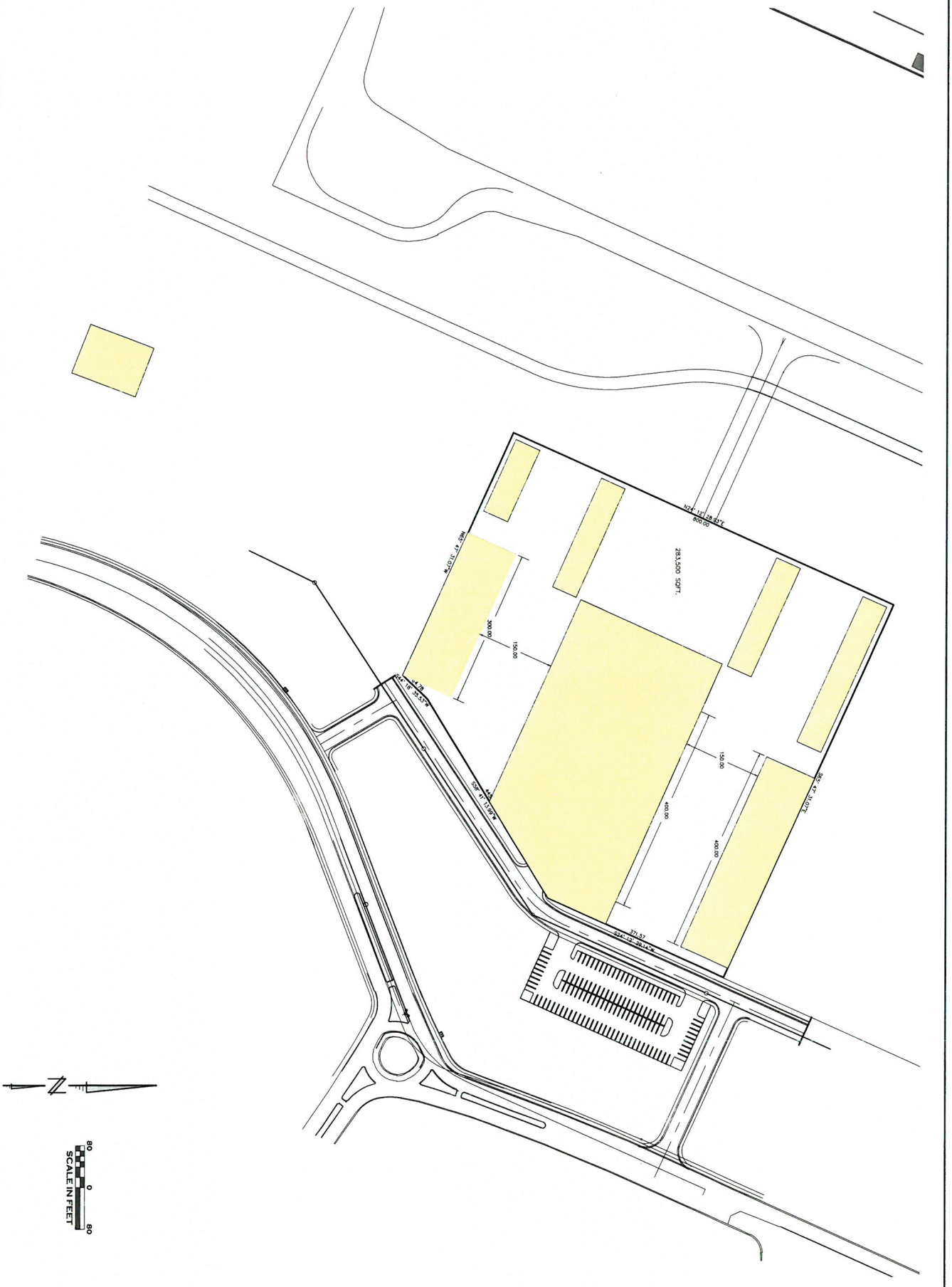
[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

CITY:	TENANT:
CITY OF ST. GEORGE	Sandstone Aviation, LLC
Michelle Randall, Mayor	By: Joey Campbell Its: Vice President
	By: Robert Fahnestock Its: President
Attest:	Approved as to Form:
Christina Fernandez, City Recorder	Collin SImonsen, Assistant City Attorney

EXHIBIT 1

LEASED PREMISES – "FBO PLAN"



SHEET 1 OF 1	DATE: 7/1/2021 SCALE: 1" = 80'	FILE NAME	JOB/CLIENT NO.

EXHIBIT 1
SANDSTONE AVIATION
FOR
SANDSTONE AVIATION
ST. GEORGE UTAH
ST. GEORGE REGIONAL AIRPORT

PRATT ENGINEERING, P.C.
CIVIL ENGINEERING AND LAND SURVEYING
51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
FAX: (435) 635-5765 TEL: (435) 635-2329

REVISIONS			
NO.	DATE	APPROVED BY	REMARKS

EXHIBIT 2

ROAD IMPROVEMENTS

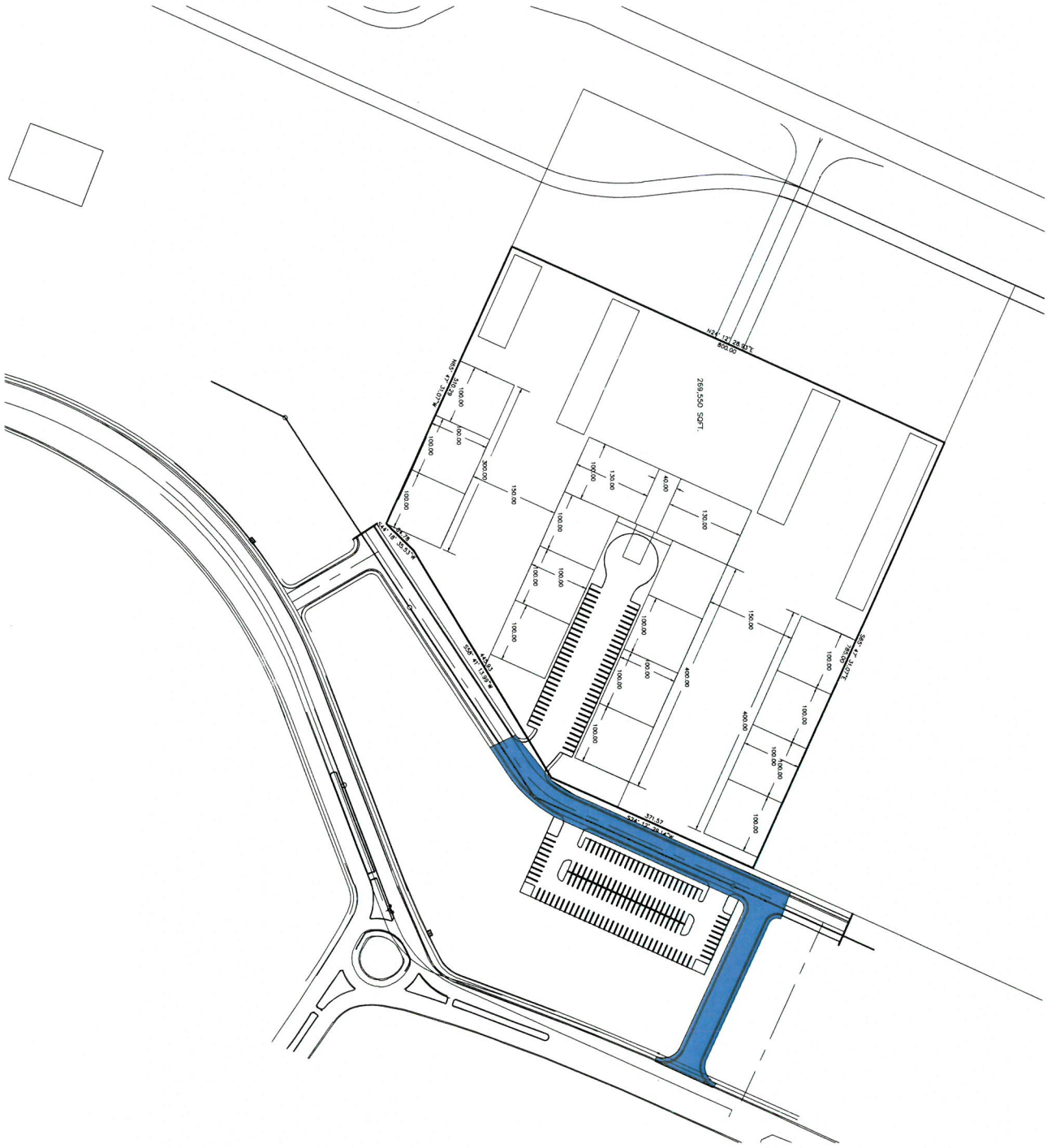


EXHIBIT B PHASE 1
SANDSTONE AVIATION
FOR
SANDSTONE AVIATION
ST. GEORGE UTAH
ST. GEORGE REGIONAL AIRPORT

PRATT ENGINEERING, P.C.
CIVIL ENGINEERING AND LAND SURVEYING
51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
FAX: (435) 635-5765 TEL: (435) 635-2329

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

SHEET 1 OF 1

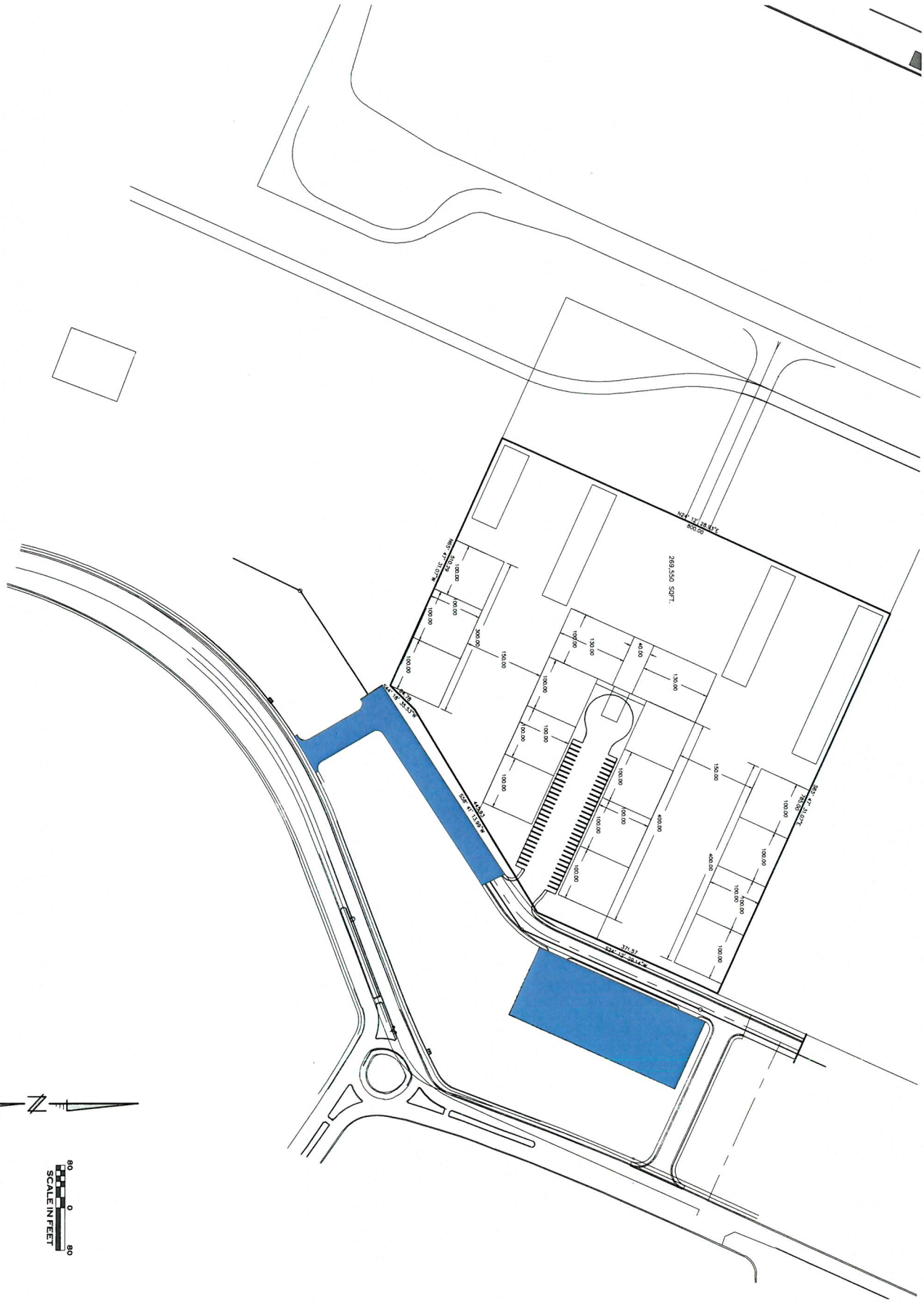
DATE: 7/1/2021
SCALE: 1" = 80'

FILE NAME:

JOB/CLIENT NO:

EXHIBIT 3

ROAD IMPROVEMENTS AND PARKING INFRASTRUCTURE



SHEET 1 OF 1	DATE: 7/11/2021 SCALE: 1" = 80'	FILE NAME:	JOB / CLIENT NO:	EXHIBIT B PHASE 2 SANDSTONE AVIATION FOR SANDSTONE AVIATION ST. GEORGE UTAH ST. GEORGE REGIONAL AIRPORT

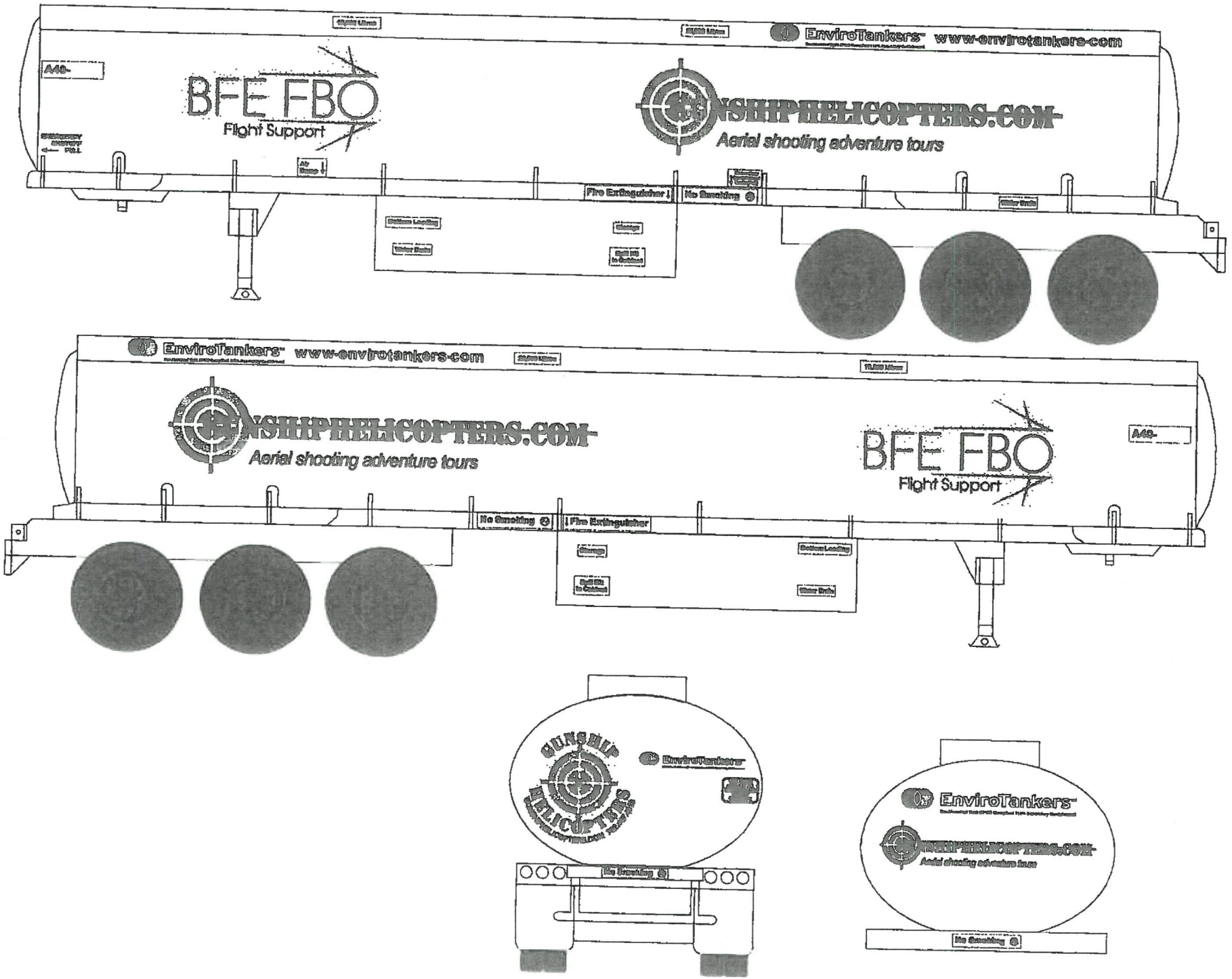
PRATT ENGINEERING, P.C.
CIVIL ENGINEERING AND LAND SURVEYING
51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
FAX: (435) 635-5765 TEL: (435) 635-2329

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

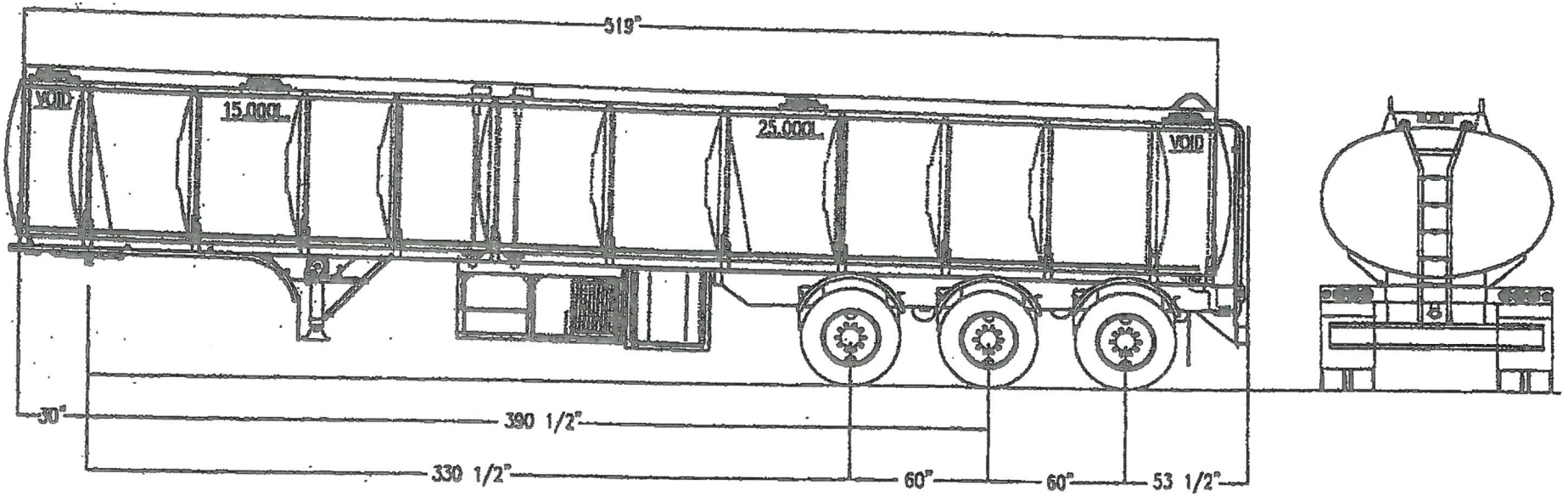
EXHIBIT 4

ENVIRO TANKER USE AND SPECIFICATIONS


EnviroTankers
www.envirotankers.com
A40-
BFE FBO
Flight Support
GUNSHIPHELICOPTERS.COM
Aerial shooting adventure tours
Fire Extinguisher
No Smoking
Bottom Loading
Storage
Water Drain
Spill Kit in Cabinet
GUNSHIP HELICOPTERS

"A"

DATE	LET	REVISION RECORD	AUTH.



B

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COLUMBIA REMTEC INC.
SURREY, BRITISH COLUMBIA

ITEM	DWG. No.	SIZE/DESCRIPTION	MAT'L.	QTY.	WT.	COST

DRAWN S.F.
DATE 11 SEPT 2003
CHECKED
RELEASED
SCALE 1/4"=1'-0"

TITLE GENERAL ARRANGEMENT
ENVIROTANKERS

PROJECT ATAFT 400

SERIAL No.

DRAWING No. B 2358B

EnviroTankers™ FUELING SOLUTIONS WITH ENVIRONMENTAL INTEGRITY

CUSTOMER:	**ENVIROTANKERS INC.** **DATE; Oct 4, 2018**
END USER:	**US Customer/Bill Goodro**
REVISION:	**Rev 1**
DESCRIPTION:	Aluminum, petroleum double wall, tridem semi tanker trailer.
DESIGN:	Oval, 67" x 101" head size, meeting TC 406 B620-03 specifications. 3.3 PSIG working pressure at ambient temperatures. Tested at 5.0 PSIG Commodity; Light petroleum products, densities of .735 to .855 Kg/L
CAPACITY:	40,000 liters, plus 3% expansion allowance.
COMPARTMENTS:	**Two, nominal sized; 6,600 rear 4,000 Gallons front.**
SHELL THICKNESS:	Inner tank shell; 0.236 thick aluminum bottoms, 5454-H32 alloy, full length of tank; sides and tops; 0.188 thick. Outer tank shell; same as inner, except sides and top are Bright finish.
STIFFENERS:	All bulkheads and baffles supported externally by full cross members between tank subframe with exterior bolsters extending up from the subframe, formed to the radii of the tank. Above items welded to full pads which are welded to the tank shell.
TANK SUBFRAME:	Full length aluminum extrusion rails with pads incorporated, fully welded to the tank shell.
BULKHEADS:	**Single** bulkheads between compartments/sections, & all of 0.236 thickness, 5454-0 temper alloy, flanged and dished to elliptical design.
BAFFLES:	Quantities as required by design code and surge prevention, 5454-0 temper alloy, 0.236 thickness, flanged and dished with 20" flared centre manways, offset left & right, bottom mouse hole drains, sides and top vent/drain holes.
OVERTURN PROTECTION:	Full length, top extrusion rail meeting TC 406 rollover requirements, welded to tank shell, providing a walkway tunnel. Rail is suitable and tested for vapor recovery collection.
CATWALK:	Aluminum expanded metal mesh walkway between overturn rails
FALL PROTECTION:	**Dual Manually Collapsible Safety Rails,** installed on the top of the tank mounted to the overturn rails. Includes a safety locking arm to ensure the railing does not raise while in transit
DRAINS:	Catwalk drains through front external PVC tubing, straight down. Rear will drain through rear mounted ladder, to below frame level of unit.
STATIC CABLE:	Each compartment fitted with an internal static dissipation braided cable. Include internal valve splash deflectors.

EnviroTankers™ FUELING SOLUTIONS WITH ENVIRONMENTAL INTEGRITY

MANHOLE COVERS:	Betts, 20" diameter cover lid with 10" latched fill opening. Model PPVL-720 BXB, lockable. Manholes to be positioned on centre of tank, three required, & one blank cover lid required for building requirements.
VENTS:	One, Carter mechanical vent, mounted onto a 3" sump located directly over internal valve. Vent line will run along the curbside overturn rail, exiting through front catwalk dam & turning down 90 degrees, terminating at curbside frame rail. This line will be fitted with a 3" female coupler & plug, with holes drilled into plug.
INTERNAL VALVES:	3" Carter refueling internal valve with automatic shutdown when loading. Spray deflector /vortex breakers installed at internal valve to help in continuous flow of product. ****A 2" high water/ sediment dam ring is to be installed around the Carter valve sump****
WATER DRAIN:	1" water drain valve(s) located behind internal valve, outside of water dam area, & run to panel with shut-off ball valve for collection.
***PIPELINES:**	3-1/2" OD aluminum pipe from internal valve, *"Teed"* to discharge adapters &/or valves, on both sides of trailer. Betts locking W/D butterfly valves installed on each side with male camlock & cap installed up-stream of hose connection adapter fittings.
CARTER BOTTOM LOADING & OVERFILL PROTECTION	Loading the compartment, the selected Carter internal valve remains closed when connecting the loading hose. Open the selected isolation valve. The load line has a pressure fitting with line running to the top of the compartment to a Jet Level Sensor valve. This valve sends a signal back down to the internal valve & controls the loading by equalizing the pressure of the internal valve. As fuel rises in the compartment, it will disrupt the flow across the top sensor and shut off the bottom loading internal valve, ceasing the loading of the compartment.
RACK BOTTOM LOADING & OVERFILL PROTECTION	A load/unload API will be installed at the loading connection point, complete with a 3" drop adapter and male camlock w/ dustcap. An optic 5 wire overfill sensor will be installed in the manhole cover and be wired to a J560 socket installed in the delivery cabinet for connection to the rack monitor.
PUMP-OFF LINE:	Using the same loading line & connection, this is also used for pumping the load off. The internal valve is manually opened using the selected operator lever & the required Betts butterfly valve in the line for flow to fueling pump. Individual pump off lines & isolation valves will be installed for each pump circuit.
SECONDARY CONTAINMENT LINE:	The secondary containment drain line will run from the rear of the tank from a 3"petroleum internal emergency valve, exiting to the driver side to the rear of the running gear with shut-off valve and male adapter/cap. This valve is opened manually using an operator lever located near the discharge line.

EnviroTankers™ FUELING SOLUTIONS WITH ENVIRONMENTAL INTEGRITY

CABINET:

One: underbelly mounted lockable cabinet extending out to the full width on the roadside with a ***raised header*** to accommodate installation of the hose reel, meter system, controls & piping. This unit is approximately 84" long, 70" wide x 36" tall, with two lift-up doors to access the load/unload equipment.
Cabinets include a minimum 2" return lip to accommodate spill containment and feature weather strip sealed doors.
Flat panel access doors for service of the Carter valve and piping are installed on the curbside

FUEL DELIVERY EQUIPMENT:

Single Pump/Meter Fuel Forwarding system
Supply and Installation of the following:
One: Gorman Rupp 80 Series pump model 82D1-EX13-X installed in the underbelly cabinet & plumbed from the pump off supply tee through to the filter vessel.
Engine drive to be enclosed and isolated from the meter compartment and exhaust to be plumbed externally under the cabinet to minimize exposure to fuel and/or vapours. The pump frame is to be lowered to accommodate refueling of the engine drive.
One: Velcon Model VF61-E filter housing with **ACO-51201P** filter elements installed adjacent to the pumps in location to facilitate easy access to the filter and sump drain. Isolation Ball valves are installed on the inlet and outlet of the filter vessels and plumbed downstream to the meters.
One: Velcon Model 10678 Pressure Differential Gauges: Installed on the filter housing in a clearly visible area.
One: TCS model TCS70020SPA5AL 2" Class I Div II Aviation fuel meter with mechanical register (no printer) installed in the underbelly cabinet. Meter will be installed in the approximate center of the cabinet, facing outward and plumbed to the to the hose reel.
One: UWF Model R5200-23-12X11-V91X15FZ Manual rewind hose reel with 2" Victaulic 90 deg inlet and 1-1/4" FNPT gooseneck outlet installed in the underbelly cabinet. Reel to accommodate 50 feet of 1-14" ID hose.
Includes: Top mounted hose 4 way roller guides
Roadside reel installed to the lead side of the cabinet, facing outward.
One: 1-1/2" x 75ft Contitech Aeropal Low Temp Aircraft Aviation Refueling hose or equivilant terminating with a 1-1/2" Scovil Type C coupling with MNPT threads on both ends.
One: Gammon Quick Disconnect Dry Break fittings

- GTP-919-1 Coupler
- GTP920-2 Reciever
- Installed between the hoses and nozzles, to facilitate quick connection and disconnection of the hose assembly

One: Overwing Aviation Refueling Nozzles with check valve, swivel and 1" OD Spout, spout screen & ground cable

STORAGE CABINETS:

One: 24-30" wide storage cabinet installed rearward of the main cabinet to accommodate storage of testing equipment, fire extinguisher and wind sock. A removable storage shelf is to be installed above the fire extinguisher. Profile of the cabinet to include a raised header to match the main cabinet.

EnviroTankers™ FUELING SOLUTIONS WITH ENVIRONMENTAL INTEGRITY

TESTING & CALIBRATION:	**Not Included:** Fuel circulation testing of the Fuel delivery equipment are to be arranged by the customer upon delivery of the unit. **Meter Certifications are not included**
FIRE EXTINGUISHER & BRACKET	**One: 20lb BC Purple K type** fire extinguishers mounted inside the storage cabinet.
STATIC STUDS:	Seven brass static studs located; two on top driver side tunnel, one at each front outrigger and at each outer end of rear light bar, with one at the discharge bracket.
STATIC BONDING REELS:	**One: Cox HAC-SDH-200** Manual Rewind Static Discharge Reel installed in the underbelly cabinet. Reel to be inverted and installed inside the pump cabinet partition to the trailing edge, in the top rear corner of the opening Reel to accommodate a minimum of 150' of coated cable
BUMPER:	Unit is equipped with a steel rear bumper with tow loop, designed to meet TC 406 requirements. Rear under-ride impact absorption bumper also included.
LADDER:	Single, located at rear centerline, bolt-on, drain type ladder. Fabricated of schedule 40 pipe, with aluminum step rungs and a 5" wide safety tread, top platform step. Grab handles installed on top overturn rails.
FENDERS:	Roll formed semi front design, stainless fenders, for over tractor drive tires, mounted flush with front of tank. Rear fenders will be half round design, single over each set of tires, also of stainless. All fenders are either mounted by pipe brackets, running full width through frame sections, or by formed mounting brackets off running gear frame, all are attached with rubber mounted fasteners. Mud flaps will be installed at rear of fenders or axle groups, with quarter flaps at front of lead front fenders. Fender joiner plates on rear mount brackets.
TIRE CHOCKS & HOLDERS:	**Four 6" high rubber wheel chocks,** two installed on the fender fill plate per side. Wheel chocks to be tethered with coated wire rope cable for use at the rear of the #1 & the front of the #2 Axles Fabricated wheel chock holders installed at each location to house the wheel chocks with rubber hood latch retainers to prevent chocks from fall off during transit
DIPSTICK & STORAGE TUBE:	**One 2" Dipstick tube** installed on the curbside, includes a metric dipstick and metric calibration depth chart
SUBFRAME:	Fabricated high tensile steel running gear frame and cross members. Attachment to main tank sills using 5/8" Grade 8 bolts and lock nuts, exposed for maintenance purposes.

LANDING GEAR: Holland, two speed Mark V with sandshoe foot, driver side hand crank. Two large aluminum pads are supplied for set up on soft ground. Pads are stored on front of cabinet or another suitable location

LANDING GEAR PADS: Two aluminum fabricated landing gear pads are included with provisions to store the pads on front of cabinet. A wire rope tether is to be installed and attached to the cabinet for each pad

UPPER FIFTH WHEEL PLATE: Steel, 3/8" thick, heavy duty adjustable, upper plate assembly, positioned at 49" above ground level. SAE 2" king pin welded and re-enforced into plate. Skid plate(s) as required.

SUSPENSION: Suspensions will be Model AAT25K Hendrickson Intraax air ride with axle assemblies integral to the suspension beams. Air dump valve and liquid filled air pressure weighing gauge, is mounted inside the fittings cabinet. Tridem group will be at "50" axle spacing.

RUNNING GEAR: Hendrickson Intraax axles, 25,000 lb. capacity, 77" track, 8'-6" nominal width, enclosed camshafts, 16 1/2" x 7" quick change air brakes, HXS 2020 premium linings and type 30/30 spring brake chambers. Haldex automatic slack adjusters, dust shields, and bearings, oil seals, and ABS ready.

HUB/DRUM ASSEMBLIES: Walther, 10 stud Unimount hub pilot design "Dura-Lite" steel hubs with Stemco "Discover" oil seals and hub caps, with SAE 75-90W synthetic oil Centrifuse outboard mount drums with single cone lock wheel nuts.

HUBODOMETER: One: Engler Hubodometer, in kilometers, installed on the lead axle on the road side.

WHEELS/TIRES: 10 stud steel wheels, painted white, 24.5 x 8.25, hub pilot design.
Yokohama RY587 (G)/14 ply 11R24.5 tubeless tires.

SPARE TIRE CARRIER: NOT INCLUDED: One: Spare Tire carrier with locking mechanism installed at the rear of the trailer.
Includes a spare Yokohama RY587 tire and wheel.

AIR BRAKE SYSTEM: Meritor/Wabco antilock brake system, Model 2S/2M on trailer tridem group. Sealco spring brake valve is to be reservoir priority, Air reservoirs with remote drain. "Quick release" service glad hands at the front of trailer fitted with the nose box.
Air suspension air dump valve and gauge, located in fittings cabinet.

LIGHTS AND WIRING:

- 12 volts, meets CMVSS 108 requirements (Canadian Motor Vehicle Safety Standard);
- Seven (7) way female connector SAE J560B with dedicated power on the blue wire for ABS ;
- 12, 10 and 8 gauge HD wiring, running in air and electrical extrusion on driver side.
- LED lighting components mounted in rubber grommets, with Trucklite wiring harness;

- Vapor proof PVC Trucklite rectangular junction boxes #50600;
- Columbia nose box with one SAE J560 tractor/trailer connector and air glad hands;
- Rear brake lights, "beehive" markers & signal lights installed in bolt-on PVC light boxes;
- Six (6) stop, tail, turn lights are installed at the rear of the tank; red / amber / red;
- Single high mount brake light located on centreline of rear head;
- Midship marker & turn signal;

PLACARD AND REGISTRATION HOLDERS:

Four, standard, two clip style holders per trailer, installed per code. Mount at each side on centre, at the front of unit on driver side, low mount, and at rear, facing rearward. Includes four *1863* Rigid Vinyl Placards. Tite-Seal tubular registration and Dangerous Goods holders to be located at front driverside.

PAINTING:

Sub frame and steel attachments to be sandblasted & powder coated Metallic silver.
Landing gear and suspension to be left factory black.
Aluminum tank and structures left natural, including stainless fenders and steel wheels.

MISCELLANEOUS:

Conspicuity decaling included to CMVSS requirements.
B620-2003 VIPK and vapor testing, Cert of Compliance & identification.
All owners manuals to be provided to the customer
All doors, to be provided for padlock locking with aluminum tabs.

SPILL KIT:

One: 90 litre spill kits installed in the underbelly cabinet or adjacent storage location.

WIND SOCK POLE:

One: Collapsible Wind sock extension pole, includes a 1-1/2" x 60" sched 40 Aluminum extension pipe. Pole to pivot and lock with a pin in the upright and down positions
Mounted to the front tunnel dam on the roadside
A storage location for the wind sock assy is to be provided inside the additional storage cabinet

FREIGHT:

Not Included: FOB Surrey BC, Canada

DECALS:

Not included: Decals are to be provided by the customer and arrangements for installation are to be subcontracted & coordinated with CRM production staff.

FBO OPERATING AND LEASE AGREEMENT

BETWEEN

CITY OF ST. GEORGE

AND

SANDSTONE AVIATION, LLC

FBO OPERATING AND LEASE AGREEMENT

THIS FBO OPERATING AND LEASE AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the 1st day of December, 2021, by and between the City of St. George, Utah, a Utah municipal corporation, (the "city") and Sandstone Aviation LLC a Utah Limited Liability Company, ("Tenant").

RECITALS

WHEREAS, City constructed an airport located at 4550 5. Airport Parkway, St. George, Utah 84790 (the "Airport") and commenced operations at the Airport on or about January 13, 2011; and

WHEREAS, Tenant is qualified to provide fixed base operator ("FBO") services and desires to lease certain real property at the Airport for the purpose of operating an FBO concession on the terms provided in this Agreement;

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS ($10.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property described in Exhibit A together with the improvements constructed thereon by City (the "Premises"). Tenant agrees to accept the Premises "as is," and City makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

B. Construction of Tenant Improvements. Tenant shall construct on the Premises the improvements that are authorized by City from time to time as provided in Exhibit B (the "Tenant Improvements"). Tenant agrees that Tenant's construction of the Tenant Improvements as provided in this Agreement is a part of the consideration to City under this Agreement.

C. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes (and no other purposes): the non-exclusive operation of a full service FBO concession providing, at a minimum, the services that are required to be provided by FBO concessions under the Airport's Minimum Standards for Commercial Aeronautical Activities, including, but not limited to, the

commercial storage, service, repair, maintenance, rental, and sale of aircraft; the storage and sale of jet and aviation fuel, gasoline, and oil (and all storage tanks shall be above ground and in locations designated by City); and ramp services, aircraft loading and unloading, and towing. Tenant shall provide to City the make, model, and identification number of any aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises (the "Aircraft"). All services provided by Tenant in connection with this concession and the Premises axe subject to City's prior written authorization in City's sole and absolute discretion. If City determines (in accordance with applicable Laws and Regulations, as such term is defined in Section 4.B) to provide any service on an exclusive basis, or City exercises any right to implement Airport programs as provided in Section 5.D. City may require that Tenant cease engaging in substantially similar activities after ninety (90) days prior written notice; however. Tenant shall have the right to engage in the following services for aircraft (on a non-exclusive basis) for the duration of this Agreement and in the manner provided in this Agreement: sale of aircraft, petroleum products and pilot supplies; aircraft recovery, maintenance, repairs, chartering, rental and hangaring; flight training, aerial photography and survey.

D. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") may ingress and egress across the Airport (in the areas designated by City and as permitted by applicable Laws and Regulations) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

E. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises (and grant of concession) on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interests of any kind. Among the rights reserved to City, City reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and rights in water, minerals, oil, and gas.

F. Enjoyment of Rights. Subject to Tenants complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term.

This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on December 1, 2021 (the "Commencement Date") and shall continue thereafter for a term of forty (40) years until November 30, 2061, (the "Expiration Date").

3. Rent

A. Rent. For Tenant's lease of the Premises. Tenant covenants to pay to City without set-off or deduction the annual ground rent provided in Exhibit C commencing on the Commencement Date. The rent for any fraction of a year shall be prorated. All rent shall be payable annually in advance without notice or demand by the first business day of the month of January and shall be subject to the terms stated in Exhibit C.

B. Additional Rent. Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees, fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C in addition to the matters stated below.

i. Fuel Flowage Fees. Tenant shall pay a fuel flowage fee to City at the rate and on the terms imposed by City on all jet and aviation fuel sold by Tenant from the Premises. Each month *Tenant shall provide to City an accurate record of all fuel that Tenant dispenses and shall identify each aircraft receiving fuel by its "N" number and company affiliation*. Tenant shall pay fuel flowage fees to City by the fifteenth (15th) day of each month for the preceding calendar month. Notwithstanding any provision of this Agreement to the contrary, fuel flowage fee rates and requirements are subject to change in City's sole and absolute discretion, and City will give Tenant ninety (90) days prior written notice of any change.

ii. Other Charges. City reserves the right to require additional nondiscriminatory rates and charges in connection with this Agreement including, but not limited to, implementing a percentage rent for FBO concessionaires, but the rates and charges that are expressly set forth in this Agreement shall be as provided herein for the duration of the Agreement. City also reserves the right to require Tenant to collect charges from aircraft operators, including, but not limited to, the collection of any applicable Passenger Facility Charges in accordance with Federal requirements and the collection of a general aviation landing fee upon any implementation by City.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that City believes (in City's sole and absolute discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. Tenant shall promptly notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

B. Comply with All Laws. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, the Minimum Standards for Commercial Aeronautical Activities, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to. the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon request by City, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. In addition to Tenant's indemnification obligations set forth in Article 6, Tenant, at Tenant's sole cost, shall repair or

replace (to City's sole satisfaction) any damaged property that belongs to City or City's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alteration or improvement to the Premises or to other areas of the Airport without City's prior written consent, which may be given or withheld in City's sole and absolute discretion.

H. Signage and Advertising. Tenant shall not install or operate any signage on the Premises or at the Airport except with the prior written approval of City (which may be given or withheld in City's sole and absolute discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Tenant shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

I. Security. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that City has the right (in City's sole and absolute discretion) to impose any Airport security requirements that City may determine. Tenant further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its sole and absolute discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport, including, but not limited to, by protecting security information and protecting any access points that are maintained by Tenant to any security area.

J. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft or any other aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within the Tenant Improvements or, with City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenants expense by any means that City determines, in its sole and absolute discretion, to be in City's best interests.

K. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is equal to the level of maintenance by the City in comparable areas and that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole and absolute discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. Among other things, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Tenant Improvements for storage (except for the storage of Aircraft as expressly permitted by this Agreement); and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 7.

L. Operations. Tenant's operations shall comply with the following:

i. Airport Operations. Tenant shall occupy the Premises at all times, shall operate during scheduled business hours as approved by City, and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; Tenant shall not divert business to off-Airport locations or engage in discriminatory business practices; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport.

ii. Concession Service Standard. Tenant's concession shall provide high quality services and facilities (that are required by or authorized by City) in a good and proper manner to effectively meet the needs of the public and City. The privilege to operate this PRO concession shall exist only so long as the character of Tenant's facilities and services are consistent with such standard.

iii. Complaints. Tenant shall respond in a prompt manner to questions and complaints regarding Tenant's operations when raised by Airport users or by City, and Tenant shall provide a timely resolution of such questions and complaints.

iv. Emergencies. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

v. Safety. Tenant shall maintain a safety program at the Premises that includes, at a minimum, the following: periodic training for Tenants employees and, as appropriate, Tenant's Associates regarding safety in connection with Tenant's operations; making available Material Safety Data Sheets to City and, as appropriate, others for any chemicals used on the Premises at least ten (10) days prior to their use; participating in City's safety-related programs (such as risk management, security, and environmental management); and maintaining at all times functional firefighting equipment suitable to Tenant's operations (including, but not limited to, an equipment testing program). City may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed.

vi. Fueling. Tenant shall at all times maintain and operate all fuel tanks, fueling improvements, and fueling equipment in accordance with safe practices and Laws and Regulations. Among other things, Tenant shall conduct a routine inspection program for such tanks, improvements, and equipment; shall maintain all certifications applicable to the same; shall periodically upgrade the same in accordance with Laws and Regulations and industry standards; shall maintain accurate records regarding inspections and other fueling practices; shall maintain policies to provide for proper fueling operations (and provide a current copy of the same to City); and shall implement other practices as required by City. Tenant shall provide periodic training on Tenant's fueling policies to Tenant's employees, and only Tenant employees trained in such operations shall conduct such operations. Tenant shall report to the Airport Manager any fuel spill (or other violation of Laws and Regulations affecting fueling) promptly upon becoming aware of such spill or violation. Tenant's fueling operations shall be available to Airport users at all times during Tenant's approved operating hours. Tenant shall not permit any fuel supplier to enter upon the Airport except with City's prior consent and on terms and conditions required by City. Except as otherwise permitted by City in writing (and on terms and conditions required by City), all of Tenant's fueling operations shall be conducted on the Premises, Tenant shall conduct such operations using equipment owned or leased by Tenant, and Tenant shall not subcontract any portion of its fueling operations. To the extent that Tenant has excess capacity available in Tenant's storage facilities, Tenant may make such capacity available for self-fueling opportunities to the extent permitted by City's policies and on financial terms that are lawful, reasonable, and not discriminatory.

vii. Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. Tenant shall employ a full-time, experienced manager who has authority to act for Tenant and is available at the Airport during regular business hours and a duly authorized subordinate employee who shall be available in the manager's absence.

viii. Deficiencies. Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Tenant's operations:

a. Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

b. Remove Employees and Associates. City shall have the right to require that Tenant remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of Section 4.L.vii or otherwise detrimental to City's interests at the Airport.

c. Liquidated Damages. City shall have the right to require Tenant to pay liquidated damages in connection with addressing any deficiency as further set forth in Exhibit C.

ix. Tenant Discussions. Nothing in this Agreement shall be interpreted to preclude Tenant from discussing any matter with the St. George City Council.

5. City Rights and Obligations

A. Airport Maintenance. City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("City's Associates") reserves the right to enter the Premises at any time without notice for any purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, investigate or remediate any potential threats or hazards, conduct Airport work, and for emergency purposes), provided that they shall not unreasonably interfere with Tenants use of the Premises. City shall provide Tenant with a courtesy notice of such entry at a reasonable time after City has entered the Premises. Tenant agrees to allow City to interview any of Tenant's employees to discuss any mailers pertinent to Tenant's use. occupancy, or operations at the Premises and the Airport. Tenant shall provide City' with keys to all improvements. City and City's Associates shall not be deemed guilty of trespass upon the Premises or to have violated any of Tenants rights hereunder by reason of any entrance into the Premises.

C. City's Right to Work Within, Alter, or Recover Premises. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole and absolute discretion) determines to be in City's best interests, including, but not limited to, within the Premises. City may elect to pursue any such work without recovering the Premises from Tenant, in which case City shall exercise reasonable care to minimize disruptions to the Premises. City also has the right to recover all or any portion of the Premises from Tenant in connection with any such work (with or without relocating Tenant) as City may determine in its sole and absolute discretion, and the following shall apply:

i. Recovery. If City determines to recover all or any portion of the Premises, City shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is tenantable in light of the purposes of this Agreement (as determined by City in its sole and absolute discretion), City shall reduce Tenant's rent hereunder by the percentage of the Premises that City recovers, and City shall pay the cost of any alterations to the Tenant Improvements that are required by City in connection therewith (so long as such improvements are not in breach of this Agreement). If City recovers all of the Premises, or if any remaining portion of the Premises is not tenantable pursuant to City's determination, City may terminate this Agreement by including in the notice provided for in this Section 5.C.i a notice of termination, and this Agreement shall terminate at the end of such ninety (90) day period. In connection with any such termination, City shall pay the unamortized value of the Tenant Improvements (so long as such improvements are not in breach of this Agreement), amortized on a straight-line method over the full term of this Agreement.

ii. Relocation. If City elects to relocate Tenant, City shall pay the reasonable costs that Tenant actually incurs to relocate to a new location (chosen by City) the then-existing Tenant Improvements (so long as such improvements are not in breach of this Agreement) in a manner that maintains similar construction and quality to that existing at the time of relocation and any movable property associated with Tenant's permitted uses under this Agreement. Tenant's rent at such new location shall be no greater than the rent required under this Agreement.

iii. No Waiver. Nothing under this Section 5.C shall be construed to waive City's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole and absolute discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at

the Airport by City or its designee (including, but not limited to, vending machines, advertising. wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing programs to benefit the environment and conserve energy.

E. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

F. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

G. Governmental Acts. City is a government entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnity, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees. court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemni1' City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

i. Aircraft Liability. Aircraft liability insurance with a combined single limit for bodily injury and property damage of not less than five million dollars ($5,000,000) per occurrence, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A.

ii. Commercial General Liability. Commercial general liability coverage that includes premises liability, mobile equipment, products, and completed operations coverage with a combined single limit for bodily injury and property damage of not less than five million dollars ($5,000,000) per occurrence including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A.

iii. Property. All risk property insurance coverage, including earthquake sprinkler leakage coverage, in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements and of all personal property situated on the Premises (to the extent not insured under another policy).

iv. Automobile. Comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars ($500,000) single combined limit "per accident" for bodily injury and property damage.

v. Pollution. Pollution legal liability insurance of no less than one million dollars (S 1,000,000) aggregate liability and five hundred thousand dollars ($500,000) per occurrence for environmental clean-up costs, transportation of wastes or products, and claims for bodily injury and property damage arising from losses due to pollution conditions covering all aspects of the Premises, the Tenant Improvements, and Tenant's use, occupancy, and operations at the Airport.

vi. Hangar keepers Liability. Hangar keepers liability insurance coverage for property damage to aircraft in the care, custody, or control of the insured of not less than one million dollars (S 1,000,000) general aggregate limit of liability.

vii. Workers Compensation. Workers compensation coverage in the amounts and form required by the state of Utah.

viii. Flight Rental. If Tenant rents aircraft to students or others, Tenant shall first post at a conspicuous location on the Premises information regarding where renters may purchase aircraft rental insurance.

ix. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Performance Security. Prior to entering the Premises, Tenant shall provide to City a performance security equal to three (3) months rent in the form of an irrevocable letter of credit (in a form that complies with City's requirements) as security for Tenant's faithful performance under this Agreement. City may (but is not required to) apply all or any part of such performance security to the payment of any monetary obligation due under this Agreement (including, but not limited to, City's expenses to recover and relet the Premises). Tenant shall restore any portion so applied and shall fully maintain in effect such performance security throughout the term of this Agreement. Upon any expiration or termination of this Agreement, if Tenant has fully complied with Tenant's obligations under this Agreement City shall return to Tenant any remaining portion of such performance security.

7. Hazardous Materials

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A of this Agreement.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly

provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Tenant is a co-permittee with City in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact City's compliance with any such permit, Tenant shall work cooperatively with City and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by City, Tenant shall demonstrate to City's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing. Tenant shall also take all actions necessary to close or transfer any permits or certifications relating to Tenant's fueling operations or other environmental compliance requirements. The obligations of this Section 7 shall survive any termination of this Agreement.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interested relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such assignment, encumbrance, or delegation for any or no reason in its sole and absolute discretion. Notwithstanding the foregoing, City shall not deny an encumbrance that complies with the requirements of Section 8.B.i that is in favor of a lender for the purpose of acquiring financing for capital improvements on the Premises (when City has consented to such improvements) unless there is a substantial justification for doing so, and if City denies such an encumbrance, it shall provide a written statement of its reasons for such denial. Regardless of City's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section 8.A is void. This Agreement is binding on Tenant's successors or assigns that have been authorized pursuant to this Section 8.A.

B. Permitted Encumbrances.

i. Acceptable Request. Any request for City's consent to an encumbrance under this Section 8 shall at a minimum meet the following requirements: (a) the purpose of such encumbrance shall be to secure financing for the Tenant Improvements; (b) such encumbrance shall only encumber Tenant's leasehold interest and shall not encumber any other interest whatsoever; (c) the lienholder must agree to maintain current contact information with City at all times; (d) the lienholder and Tenant must agree to provide to City concurrent copies of any notices of default sent to Tenant and all letters or other information exchanged between Tenant and the lien holder thereafter until such matter has concluded; (e) the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied; (f) such encumbrance shall be subordinate to the City's interests except as provided in Section 8.B.ii; (g) such encumbrance shall terminate prior to the Expiration Date of this Agreement; (h) by obtaining City's consent Tenant agrees that it shall not default on its commitment in connection with the permitted encumbrance (and any such default shall be a breach of this Agreement); and (i) the lienholder must certify to City that it has reviewed this Agreement, that it has accepted provisions that may affect the lienholder. and that no loan requirements conflict with or materially erode any provisions of this Agreement.

ii. Defaults. If Tenant defaults under either this Agreement or an encumbrance that City permits pursuant to Section 8.B.i, the City will consent to a transfer of Tenant's interests in this Agreement and the Tenant Improvements (to an acceptable party as set forth below) if Tenant and the lienholder comply with the following: (a) at the time of the default such lienholder must have an enforceable lien and be in compliance with Section 8.B.i; (b) such lienholder must cure all defaults under this Agreement within twenty (20) days after the first such default; (c) as a part of such cure, such lienholder (or another operator provided by such lienholder) must enter interim terms with City to perform this Agreement and such interim terms and operator shall be reasonably acceptable to City (a proposed operator must be competent and be qualified to conduct fixed base operations in accordance with City's Minimum Standards for Commercial Aeronautical Activities and other Laws and Regulations), and City shall also have the right, but not the obligation, to install an interim operator; (d) as a part of such cure, such lienholder must execute a guaranty on terms acceptable to City under which, at a minimum, such lien holder agrees to guarantee full performance of obligations designated as Tenant obligations under this Agreement; (e) as a part of such cure, Tenant and such lienholder must agree that City shall have a lien with first priority on the Tenant Improvements and all of Tenant's personal property at the Premises to secure fill performance of the Tenant obligations under this Agreement; (f) upon completing such cure, this Agreement must be fully performed without subsequent defaults; (g) any transferee of Tenant's interests, and the terms of any transfer, must be acceptable to City in City's sole and absolute discretion; and (h) the City may require reasonable terms in addition to those set forth in this Agreement. If Tenant or such lienholder fails to comply with any of the foregoing obligations, such failure shall be a default tinder this Agreement. Upon such a default, City at any time may, but is not

required to, terminate this Agreement and exercise any rights set forth in Section 11.A.i, and such lienholder shall promptly remove all encumbrances. City shall have no obligation to provide any notices to any lienholder but may provide courtesy notices as City may determine, and City shall have no liability of any kind to any lienholder.

C. Subleasing. Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in areas on the Premises that are designated by City and in a manner consistent with City's grant of this concession. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to City hereunder. Tenant shall reserve the right to amend its subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. City shall have the right to approve any sublease in City's sole and absolute discretion, and Tenant shall provide to City a copy of every sublease executed by Tenant (which shall include the proof of insurance, make, model and identification number of all aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

9. Damage, Destruction, and Condemnation

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section l0.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenantable by such damage in light of the purposes of this Agreement (as determined by City in its sole and absolute discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole and absolute discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenants leasehold interest and an' subtenants may pursue a claim against the condemnor for the value of their sub tenancy interests. In the

event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If City determines in its sole and absolute discretion that all or a material portion of the Premises will be (or has been) rendered untenantable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant ceases to provide any service that Tenant is required to provide under this Agreement for a period of seven (7) consecutive days (except that in the case of fueling services, such period shall be seventy-two (72) hours); (iii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (iv) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (v) Tenant files a petition in bankruptcy. becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (vi) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vii) Tenant defaults in constructing a Tenant Improvement as provided in Exhibit B, Section B.7.

B. Remedies. Upon any default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance, together with interest and service fees for any past due amounts (as provided in Section 10.C) and an administrative charge equal to twenty percent (20%) of the cost incurred by City (which the parties agree is a reasonable estimate of and liquidated damages for City's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs.

Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Past Due Amounts. If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

D. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within twenty (20) days after written notice by Tenant to City. If the nature of City's obligation is such that more than twenty (20) days are reasonably required for performance or cure. City shall not be in default if City commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

E. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Disposition of Tenant Improvements.

i. Disposition If Agreement Terminates Before Expiration Date. If this Agreement terminates for any reason before the Expiration Date, within sixty (60) days after such termination City, in its sole and absolute discretion, may determine to accept title to all or any portion of the Tenant Improvements. Upon City accepting any such title, all of Tenant's rights, title, and interests in the same shall be forfeited to City and title thereto shall vest in City

automatically. Tenant shall surrender the Premises upon termination (and shall surrender any Tenant Improvements as accepted by City) in accordance with Section 11.11 and Exhibit E, Section E.13. If City rejects any such title, or if such sixty-day period expires, Tenant shall (within thirty (30) days thereof) remove all Tenant Improvements that were not accepted by City at Tenant's sole expense in a manner acceptable to City (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to remove any such improvements, City may do so in any manner acceptable to City pursuant to Section 10.8.

ii. Disposition Upon Expiration. Upon the expiration of this Agreement, Tenant may either: (a) transfer its interests in the Tenant Improvements to a party who, prior to such expiration, has been accepted by City. in its sole and absolute discretion, and has entered an agreement for the Premises that is acceptable to City; or (b) Tenant shall surrender the Premises (in accordance with Section 11.B) and, within thirty (30) days after such expiration, shall remove the Tenant Improvements (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to perform either such alternative, City shall have the rights set forth in Section 11 A i and may exercise them at any time.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11 .A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with

state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports (which City shall determine in its sole and absolute discretion).

D. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. General Provisions. This Agreement is subject to the General Provisions set forth at Exhibit E.

B. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or DHL), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

<u>If to City:</u>

Airport Manager
St. George Regional Airport
175 East 200 North
St. George, Utah 84770

<u>If to Tenant:</u>

Sandstone Aviation, LLC
604 S. Westfield Road
Toquerville, Utah 84774

<u>with a required, simultaneous copy to:</u>

City Attorney
City of St. George
175 East 200 North
St. George, Utah 84770

<u>with a required, simultaneous copy to:</u>

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.B and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

C. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement. Tenant hereby acknowledges receiving Exhibits A E to this Agreement.

D. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

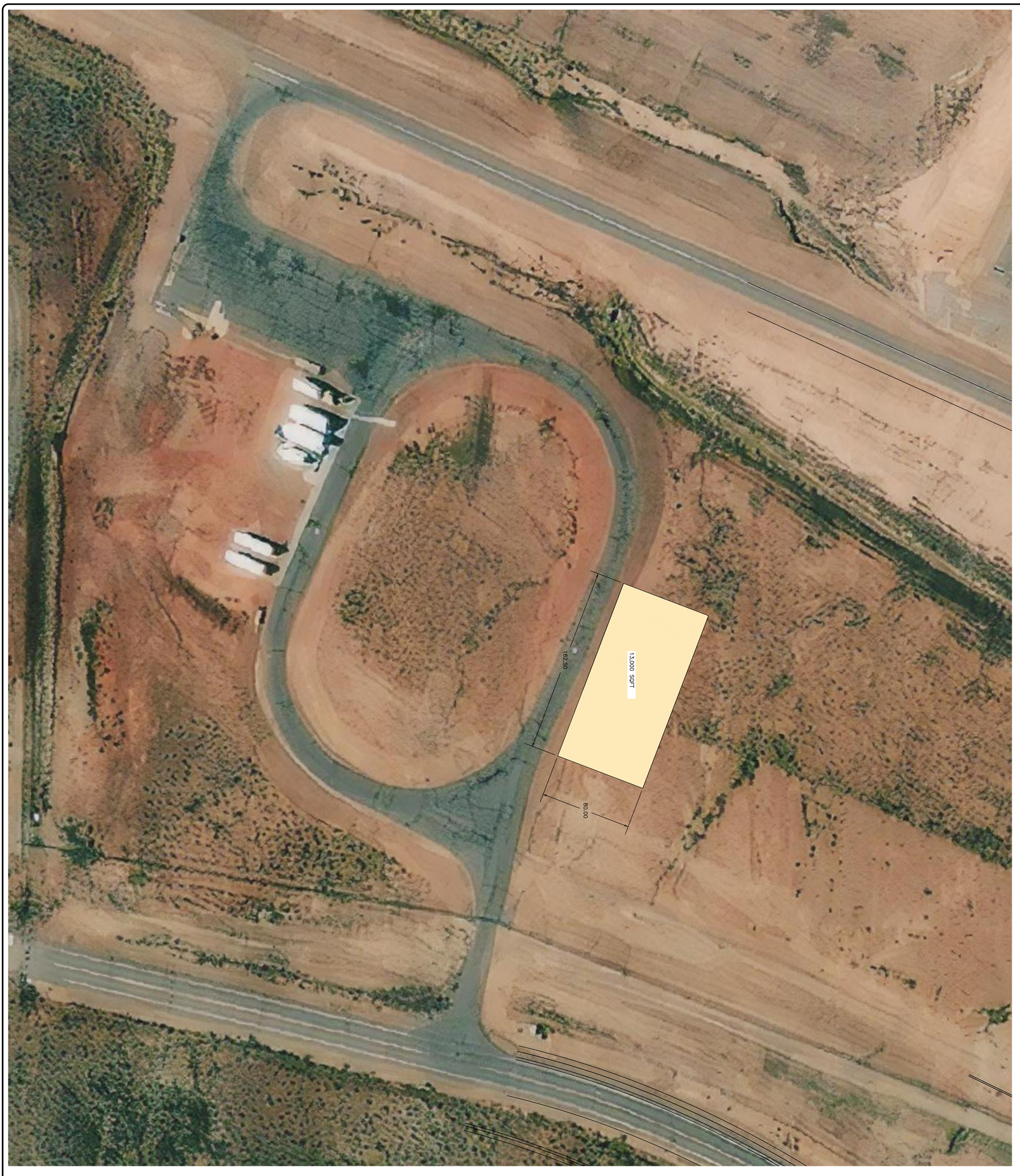
CITY OF ST. GEORGE	Sandstone Aviation, LLC
_____	_____
Michele Randall, Mayor	By: Joey Campbell Its: Vice President
	_____
	By: Robert Fahnestock Its: President
Attest:	Approved as to Form:
_____	_____
Christina Fernandez, City Recorder	Collin Simonsen, Assistant City Attorney

EXHIBIT A
PREMISES

[Attach real property description, description of improvements

constructed by City, and map if available.]

Being a parcel of land within the W1/2SW1/4, Section 23, T.43S., R.15W of the Salt Lake Base & Meridian. Said parcel of land contains 12.80 Acres, more or less, inclusive of all three phases of the proposed development.



SCALE IN FEET
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EXHIBIT
SANDSTONE AVIATION PHASE 1
FOR
SANDSTONE AVIATION
ST. GEORGE UTAH
ST. GEORGE REGIONAL AIRPORT

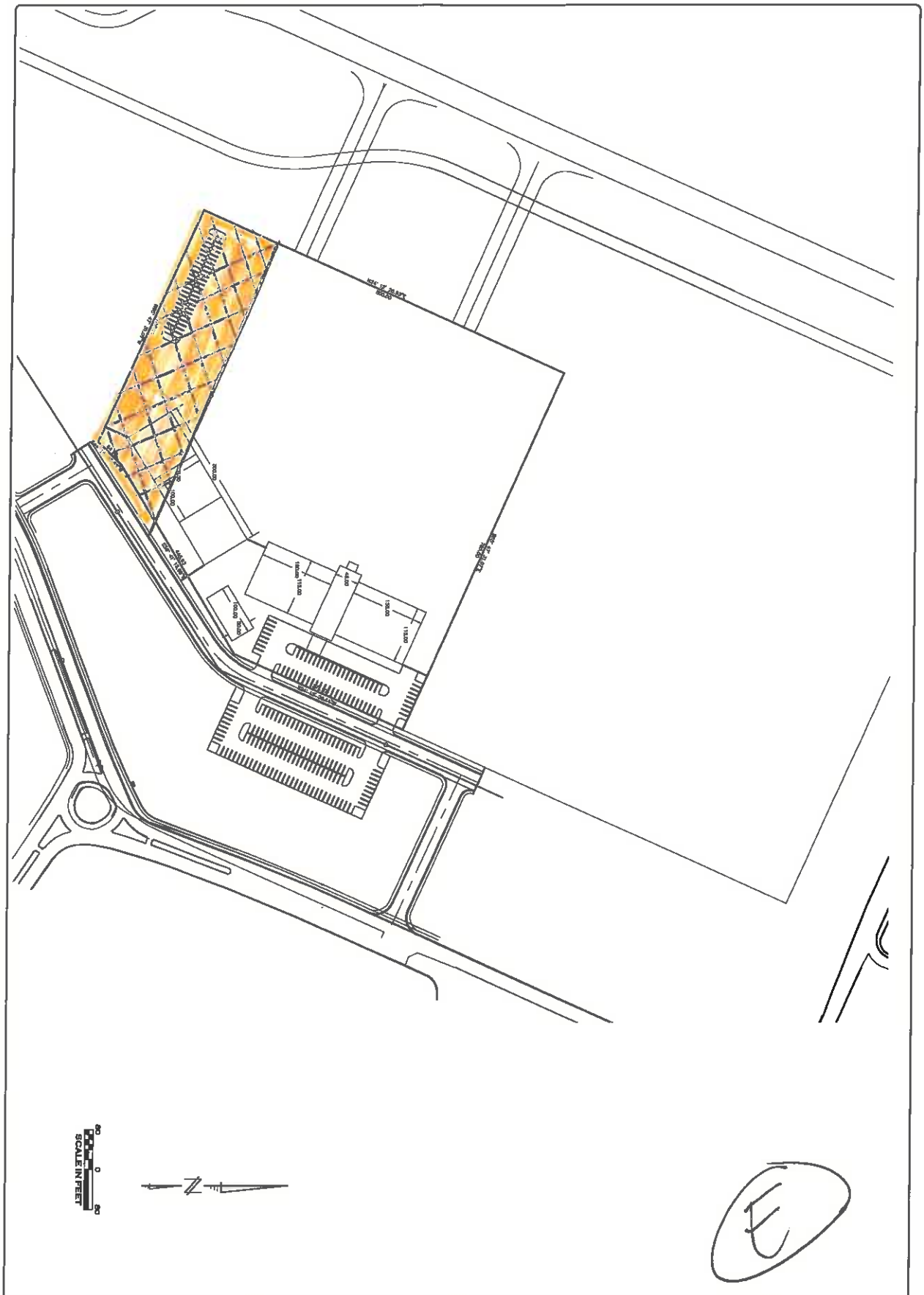
SHEET 1 OF 1

SCALE: 1" = 40'
DATE: 4/6/2021
FILE NAME:
JOB/CLIENT NO:

PRATT ENGINEERING, P.C.
CIVIL ENGINEERING AND LAND SURVEYING
51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
FAX: (435) 635-5765 TEL: (435) 635-2329

REVISIONS

NO.	DATE	APPROVED BY	REMARKS



EXHIBIT
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SANDSTONE AVIATION
ST. GEORGE UTAH
ST. GEORGE REGIONAL AIRPORT

PRATT ENGINEERING, P.C.
CIVIL ENGINEERING AND LAND SURVEYING
51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
FAX: (435) 635-5768 TEL: (435) 635-2329

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

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FILE NAME:
DATE: 2/16/2021
SCALE: 1" = 80'
SHEET 1 OF 1

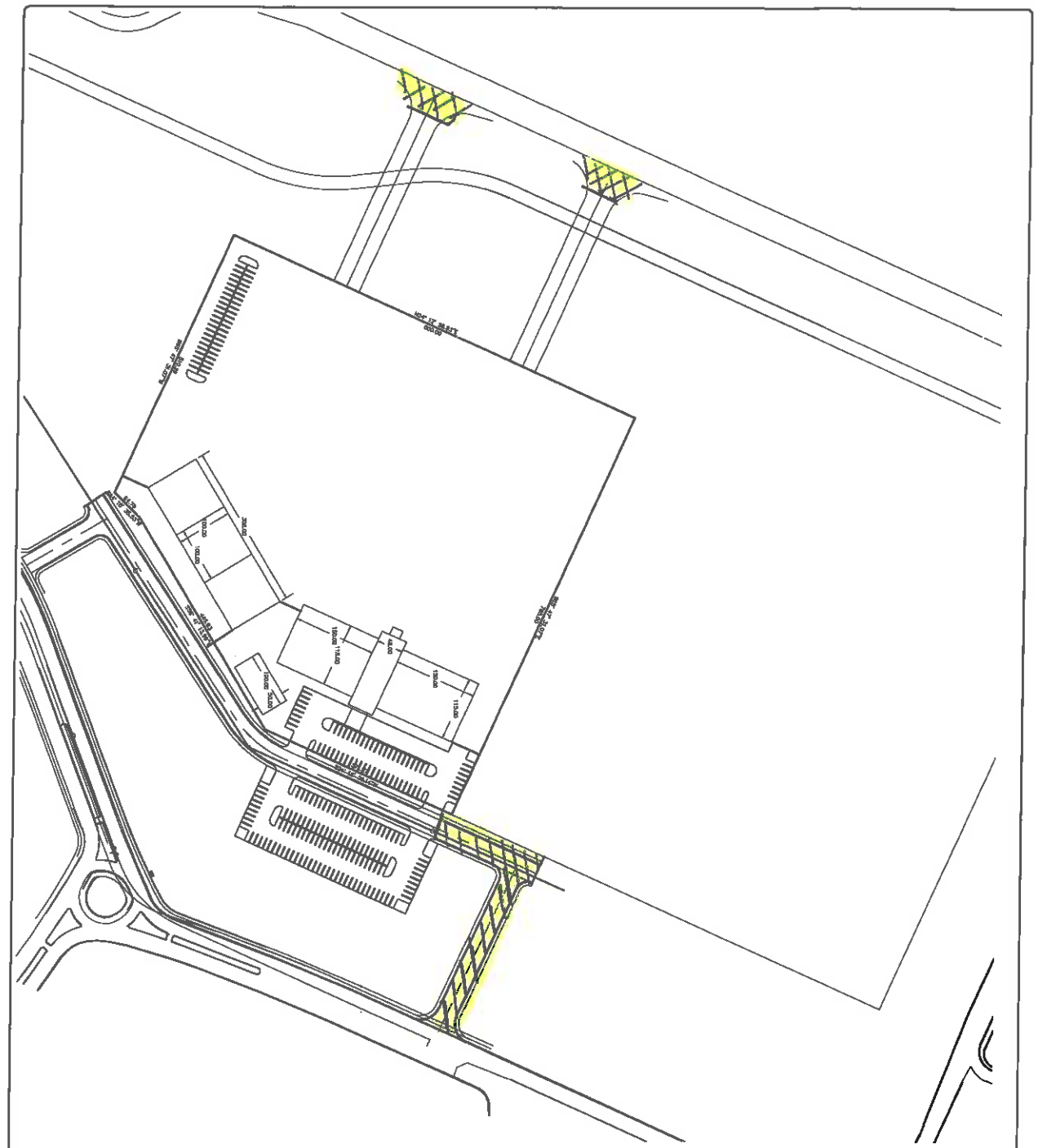

EXHIBIT
SANDSTONE AVIATION PHASE 1
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SANDSTONE AVIATION
ST. GEORGE UTAH
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PRATT ENGINEERING, P.C.
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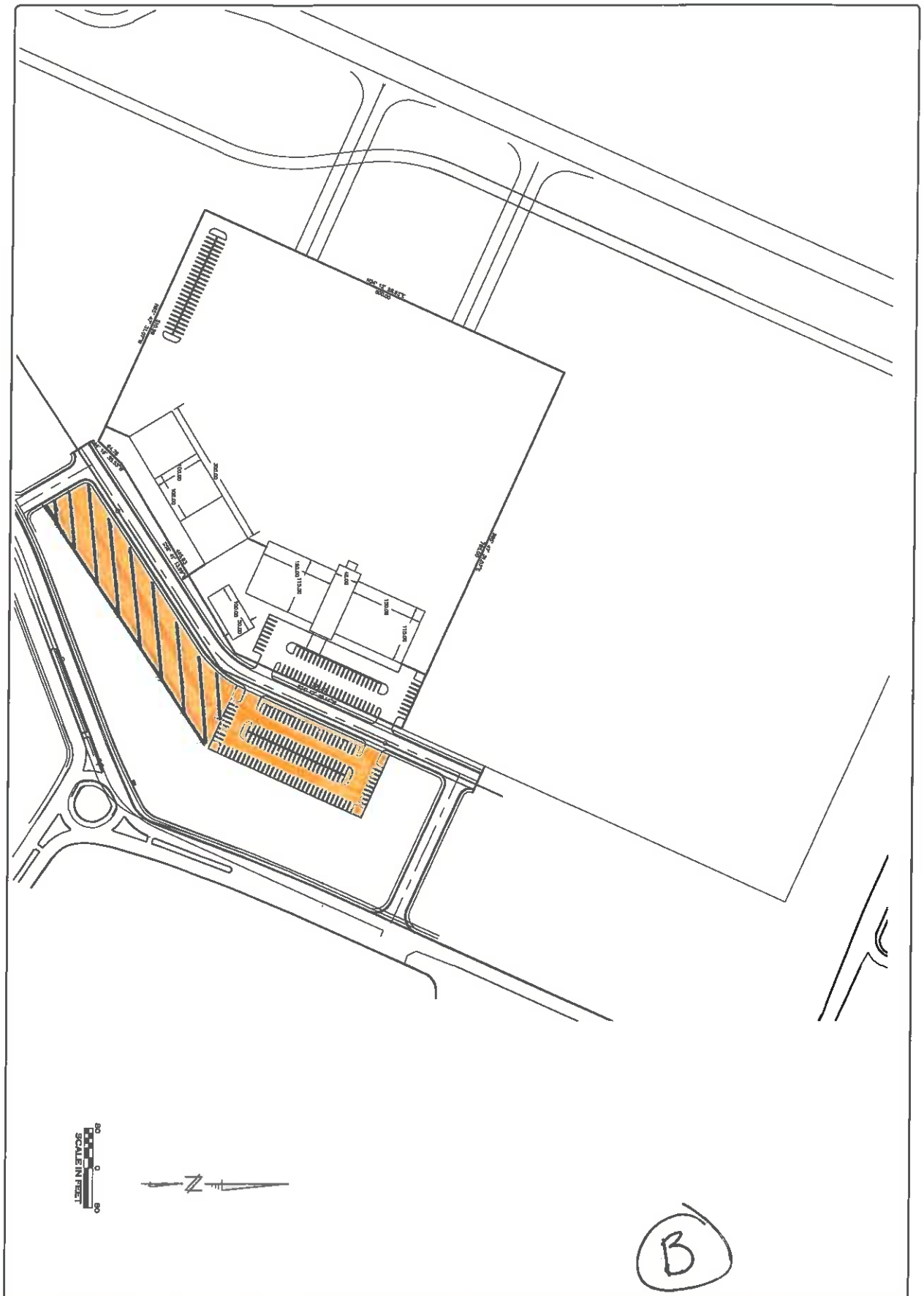
51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
FAX: (435) 635-5765 TEL: (435) 635-2389

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

PARKING LOT



EXHIBIT
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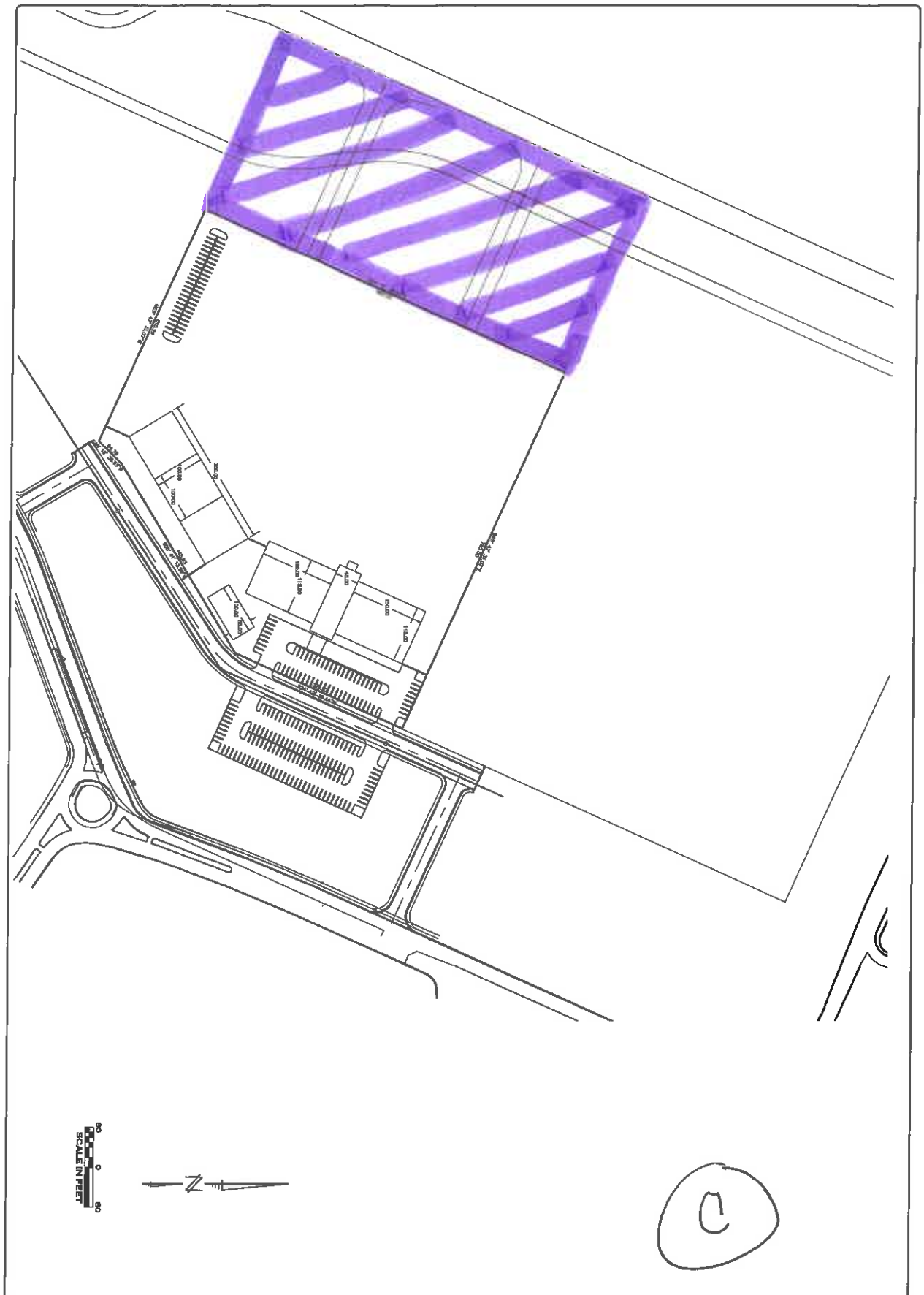
REVISIONS

NO.	DATE	APPROVED BY	REMARKS

JOB/CLIENT NO.:
FILE NAME:
DATE: 2/16/2021
SCALE: 1" = 80'
SHEET 1 OF 1



RAMP

SHEET 1 OF 1	DATE: 2/16/2021 SCALE: 1" = 80'	FILE NAME:	JOB/CLIENT NO.:

EXHIBIT
SANDSTONE AVIATION PHASE 1
FOR
SANDSTONE AVIATION
ST. GEORGE UTAH
ST. GEORGE REGIONAL AIRPORT

PRATT ENGINEERING, P.C.
CIVIL ENGINEERING AND LAND SURVEYING
51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
FAX: (435) 635-5765 TEL: (435) 635-2329

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

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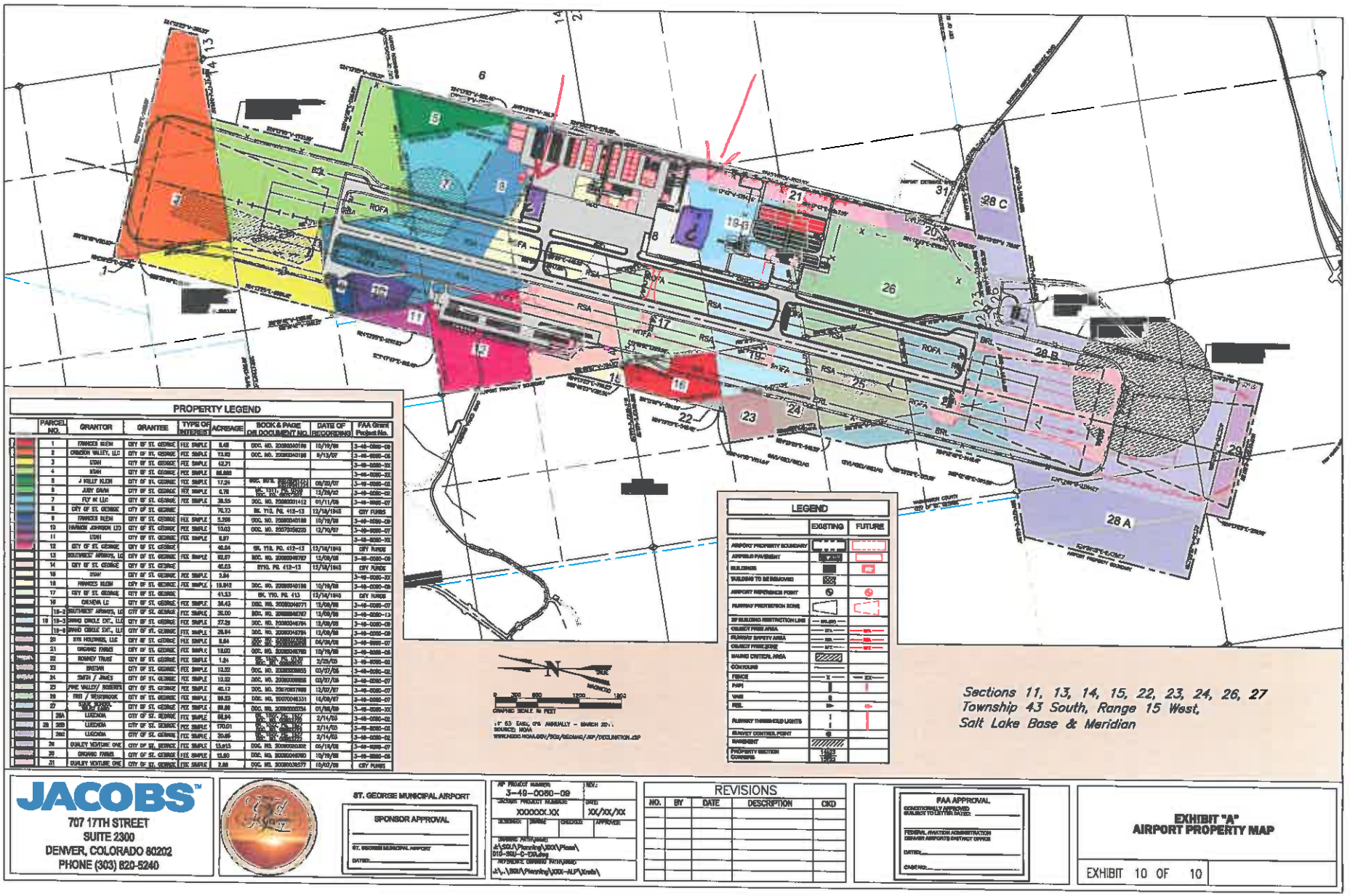


	PARCEL NO.	GRANTOR	GRANTEE	TYPE OF INTEREST	ACREAGE	BOOK & PAGE OR DOCUMENT NO.	DATE OF RECORDING	FAA Grant Project No.
	1	FRANCES KLEIN	CITY OF ST. GEORGE	FEE SIMPLE	8.48	DOC. NO. 20080040199	10/19/08	3-49-0060-09
	2	CANYON VALLEY, LLC	CITY OF ST. GEORGE	FEE SIMPLE	73.80	DOC. NO. 20080040198	9/13/07	3-49-0060-06
	3	UDOT	CITY OF ST. GEORGE	FEE SIMPLE	42.21			3-49-0060-XX
	4	UDOT	CITY OF ST. GEORGE	FEE SIMPLE	66.660			3-49-0060-XX
	5	J KELLY KLEIN	CITY OF ST. GEORGE	FEE SIMPLE	17.24	DOC. NO. [illegible]	09/20/07	3-49-0060-08
	6	JUDY DAHN	CITY OF ST. GEORGE	FEE SIMPLE	5.78	DOC. NO. [illegible]	12/28/02	3-49-0060-03
	7	FLY N LLC	CITY OF ST. GEORGE	FEE SIMPLE	38.55	DOC. NO. 20080031412	01/11/08	3-49-0060-07
	8	CITY OF ST. GEORGE	CITY OF ST. GEORGE		70.73	BK. 713, PG. 412-13	12/18/1965	CITY FUNDS
	9	FRANCES KLEIN	CITY OF ST. GEORGE	FEE SIMPLE	5.209	DOC. NO. 20080040198	10/19/08	3-49-0060-09
	10	HANSON JOHNSON LTD	CITY OF ST. GEORGE	FEE SIMPLE	13.03	DOC. NO. 20070035225	12/10/07	3-49-0060-07
	11	UDOT	CITY OF ST. GEORGE	FEE SIMPLE	8.97			3-49-0060-XX
	12	CITY OF ST. GEORGE	CITY OF ST. GEORGE		40.84	BK. 713, PG. 412-13	12/18/1965	CITY FUNDS
	13	SOUTHWEST AIRWAYS, LC	CITY OF ST. GEORGE	FEE SIMPLE	92.07	DOC. NO. 20080040197	12/08/08	3-49-0060-08
	14	CITY OF ST. GEORGE	CITY OF ST. GEORGE		40.05	BYU. PG. 412-13	12/18/1965	CITY FUNDS
	15	UDOT	CITY OF ST. GEORGE	FEE SIMPLE	3.84			3-49-0060-XX
	16	FRANCES KLEIN	CITY OF ST. GEORGE	FEE SIMPLE	19.943	DOC. NO. 20080040198	10/19/08	3-49-0060-09
	17	CITY OF ST. GEORGE	CITY OF ST. GEORGE		41.53	BK. 713, PG. 413	12/18/1965	CITY FUNDS
	18	CANOVA LC	CITY OF ST. GEORGE	FEE SIMPLE	36.43	DOC. NO. 20080040271	12/08/08	3-49-0060-07
	18-2	SOUTHWEST AIRWAYS, LC	CITY OF ST. GEORGE	FEE SIMPLE	36.00	DOC. NO. 20080040197	12/08/08	3-49-0060-13
	18-3	GRAND CIRCLE EXT., LLC	CITY OF ST. GEORGE	FEE SIMPLE	27.29	DOC. NO. 20080040784	12/08/08	3-49-0060-08
	18-4	GRAND CIRCLE EXT., LLC	CITY OF ST. GEORGE	FEE SIMPLE	26.84	DOC. NO. 20080040784	12/08/08	3-49-0060-08
	20	SYS HOLDINGS, LLC	CITY OF ST. GEORGE	FEE SIMPLE	8.64	DOC. NO. [illegible]	04/28/08	3-49-0060-07
	21	ORCHID FARMS	CITY OF ST. GEORGE	FEE SIMPLE	18.03	DOC. NO. 20080040198	10/19/08	3-49-0060-09
	22	ROONEY TRUST	CITY OF ST. GEORGE	FEE SIMPLE	1.24	BK. 1320, PG. 0139	2/25/05	3-49-0060-02
	23	UDOT	CITY OF ST. GEORGE	FEE SIMPLE	12.02	DOC. NO. [illegible]	03/07/05	3-49-0060-02
	24	SMITH / JONES	CITY OF ST. GEORGE	FEE SIMPLE	12.02	DOC. NO. 20080040868	03/07/08	3-49-0060-07
	25	PINE VALLEY/ ROBERTS	CITY OF ST. GEORGE	FEE SIMPLE	46.12	DOC. NO. 20070037868	12/07/07	3-49-0060-07
	26	FRY / WESTBROOK	CITY OF ST. GEORGE	FEE SIMPLE	66.33	DOC. NO. 20070040331	10/08/07	3-49-0060-07
	27	SUN E. PARK	CITY OF ST. GEORGE	FEE SIMPLE	89.89	DOC. NO. 20080000754	01/08/08	3-49-0060-XX
	28A	LUCINDA	CITY OF ST. GEORGE	FEE SIMPLE	68.84	[illegible]	2/14/03	3-49-0060-01
	28B	LUCINDA	CITY OF ST. GEORGE	FEE SIMPLE	170.01	[illegible]	2/14/03	3-49-0060-01
	28C	LUCINDA	CITY OF ST. GEORGE	FEE SIMPLE	39.65	[illegible]	2/14/03	3-49-0060-01
	29	QUALITY VENTURE ONE	CITY OF ST. GEORGE	FEE SIMPLE	13.913	DOC. NO. 20080000202	01/15/08	3-49-0060-07
	30	ORCHID FARMS	CITY OF ST. GEORGE	FEE SIMPLE	13.80	DOC. NO. 20080040198	10/19/08	3-49-0060-09
	31	QUALITY VENTURE ONE	CITY OF ST. GEORGE	FEE SIMPLE	2.68	DOC. NO. 20080036577	10/07/08	CITY FUNDS

JACOBS™
707 17TH STREET
SUITE 2300
DENVER, COLORADO 80202
PHONE (303) 820-5240

ST. GEORGE MUNICIPAL AIRPORT

SPONSOR APPROVAL

ST. GEORGE MUNICIPAL AIRPORT

DATE:

AIP PROJECT NUMBER: 3-49-0060-09 | REV.:
JACOBS PROJECT NUMBER: XXXXXX.XX | DATE: XX/XX/XX
DESIGNED | DRAWN | CHECKED | APPROVED
DRAWING PATH/NAME: J:\SGU\Planning\ASP\Plans\018-SGU-C-EXH.dwg
REFERENCE DRAWING PATH/NAME: J:\...\SGU\Planning\ASP-ALP\Xrefs\

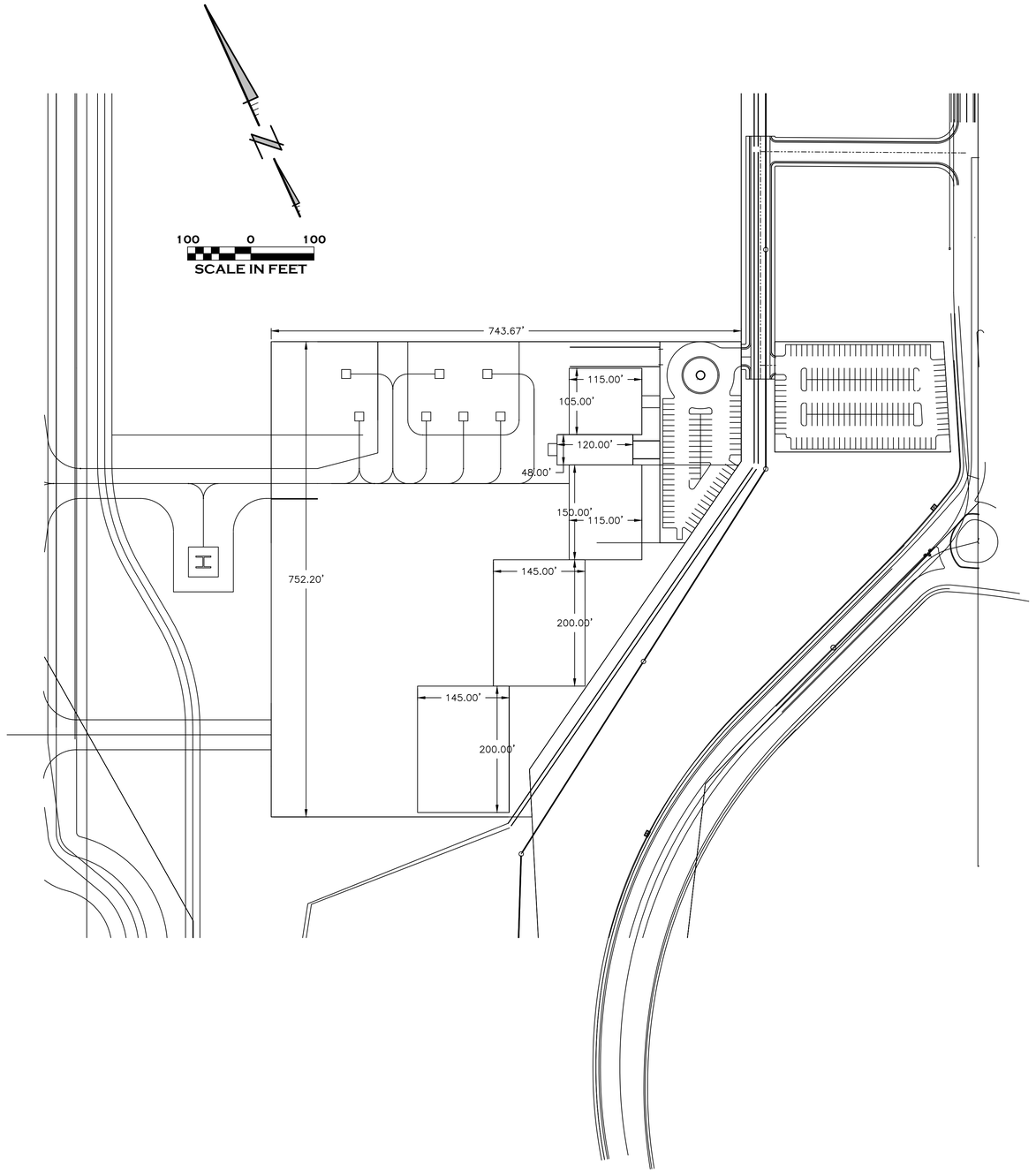
REVISIONS

NO.	BY	DATE	DESCRIPTION	CKD

FAA APPROVAL
CONDITIONALLY APPROVED SUBJECT TO ATTACHED LETTER: _____
FEDERAL AVIATION ADMINISTRATION
DENVER AIRPORTS DISTRICT OFFICE
DATE:
CASE NO:

EXHIBIT "A"
AIRPORT PROPERTY MAP

EXHIBIT 10 OF 10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743.67'
115.00'
105.00'
120.00'
48.00'
150.00'
115.00'
145.00'
752.20'
200.00'
145.00'
200.00'

Exhibit B

TENANT CONSTRUCTION REQUIREMENTS

B.1 Authorization. Tenant shall not commence any construction on the Premises without the City's prior written consent for all work to be conducted. Tenant shall submit plans, a schedule, and a budget to City when making any request to construct improvements. City may request any information, request modifications, consent to, or deny Tenant's request in City's sole and absolute discretion. For any authorized project, Tenant shall provide City with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to City's consent. Tenant shall make no changes to the work without City's prior written consent.

B.2 Standard. All work shall be performed in a good and workmanlike manner and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant or by City elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations. Work shall be performed in a safe manner, and City shall have the right, but not the duty, to stop any work until safe conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

B.3 Coordination. Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and users. City shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise vork plans to avoid disruption. Tenant and Tenant's Associates shall meet with City as requested by City as the work progresses and provide the City with information as City may require. City may require Tenant to comply with other measures that are in the City's interests in connection with any construction activities.

B.4 Indemnification, Insurance, and Bonds. Tenant shall cause Tenant's Associates who are performing any work relating to constructing improvements to provide the following:

a. Indemnity. Tenant shall require such associates to indemnify City in connection with City's interests consistent with the indemnity obligation of Section 6.A.

b. Insurance. Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all-risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 6 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars ($1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. Bonds. Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred percent (100%) of the contract price of such improvements and in a form acceptable to City. All such bonds shall name the City as a co-obligee.

B.5 Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 6 and repair obligations under Section 4.F, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

B.6 Permits, Plan Checks Required. Tenant and Tenant's Associates must comply with all City requirements applicable to construction, including, but not limited to, permit requirements, plan check requirements, and other requirements imposed by City.

B.7 Default. Tenant shall comply with the construction schedule approved by City. If such construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within ninety (90) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and City shall have all of the rights set forth in Section 11.A regarding a disposition of Tenant Improvements in addition to all other remedies. Upon any default, Tenant shall turn over to City copies of all records associated with the work and shall work cooperatively with City.

B.8 Final Submittals. Tenant shall submit the following to City within ninety (90) days of beneficial occupancy:

a. Certified Financials. Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by City.

b. Free of Liens. Tenant shall submit a statement that the Premises and Tenant Improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. As-Built Drawings. Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications, including bond paper "record" drawings, and one set of electronic drawings in AUTOCAD and tiff or PDF format, or other format specified by City, meeting the City's graphic standards for such records.

B.9 Initial Tenant Improvements. City has authorized and Tenant shall construct the initial Tenant Improvements that are summarized at Exhibit B, Attachment I, and such

obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

B.1O Release by Former Airport Tenants. If Tenant was a tenant at the Former Airport, Tenant agrees that as of the Commencement Date, all agreements and other interests between Tenant and City regarding the Former Airport shall terminate (if not terminated sooner); provided that Tenant shall remain liable to City for any matter arising from or relating to Tenant's use, occupancy, or operations at the Former Airport during or prior to the time of Tenant's last entry upon the Former Airport. Tenant hereby releases, acquits, and forever discharges City and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Tenant may have against City arising from or relating to the Fonner Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

EXHIBIT B

ATTACHMENT 1

INITIAL TENANT IMPROVEMENTS

Date for Tenant's Access to the Premises: December 1, 2021

Commencement Date for this Agreement: December 1, 2021

Schedule for Construction: December 1, 2021

Commencement of the Work: December 1, 2021

Substantial Completion: May 30, 2022 (Fuel Farm)
January, 2023 (All other facilities)

Other schedule requirements shall be as set forth in the schedule submitted to City by Tenant.

Tenant shall cause the construction of the plans and specifications for Tenant Improvements as submitted to City, which may be summarized as follows:

1. Fuel Farm
2. Self-Serve Fueling Facility
3. FBO Office Building
4. FBO Maintenance Facility

EXHIBIT C

RENT AND PAYMENT

C.1 Rent. Tenant shall pay ground rent pursuant to this Agreement as follows:

a. Tenant's Square Footage. The Premises contain the following square footage: 270,500 Sq Ft. (FBO) +13,000 (Fuel Farm)

b. Rent from the Commencement Date through 12/2026. Tenant shall pay ground rent for the Premises from the Commencement Date through the end of December 2025, at a rate of Twenty Cents ($0.23) per square foot, and thereafter the rate of ground rent shall escalate as provided herein until the Expiration Date.

c. Escalation of Rent after 12/2026. The ground rent payable under this Agreement shall escalate every five (5) years when this Agreement is in effect, with the first such increase commencing on September 1, 2026. City shall determine each such increase (and shall apply the same to all fixed base operator ground rents at the Airport) by evaluating the following two factors, and City's determination using such factors shall be final and not subject to challenge:

i. Increases in the Consumer Price Index—U.S. City Average For All Items For All Urban Consumers (1982-84=100) as published by the Bureau of Labor Statistics, United States Department of Labor for the month of September. For City's evaluation in connection with December 1, 2021, the increase to such index shall be determined by comparing such index as published for September, 2021 to such index as published for September, 2026; thereafter the City shall evaluate the increase to such index at five (5) year intervals using data published for the month of September (if such index is no longer published, City may consider a comparable index published by the United States or other recognized authority); and

ii. A market survey of rent for similarly situated facilities at other western airports (which City shall determine in its sole and absolute discretion).

d. Rate Changes. The rental rates and calculations set forth in this Agreement shall not be construed to alter any other provision of this Agreement, including, but not limited to, the duration of this Agreement and any right to terminate this Agreement. City reserves the right to survey and measure the Premises as City may determine, and to correct any error in square footage. Tenant agrees that it shall execute any amendment necessary to correct an error in square footage and shall pay any adjusted rent based thereon.

C.2 Payment of Any Amount Due. Any amount due in connection with this Agreement or the use of the Airport shall be subject to the following terms; provided, however, that if any obligation is subject to payment terms pursuant to City ordinance or other City requirements

that directly conflict with the following terms, such ordinance or other City requirements shall govern.

a. Past Due Amounts. Past due amounts are subject to Section 10-C of this Agreement.

b. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (S50.00) per occurrence (or such other amount that the City may implement from time to time) in addition to other sums due under this Agreement.

c. No Demand and Effect of Payment. All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

d. City Advances. If City pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed to City in connection with Tenant's use of the Airport) such amount shall constitute an advance by City to Tenant. Tenant shall promptly pay the same to the City upon receipt of an invoice for the same.

e. City Right to Apply. City shall have the right to apply any sums paid or provided by Tenant in connection with this Agreement to any obligation that Tenant owes to City, whether or not such obligation arises in connection with this Agreement.

f. Payment Address. Tenant shall make payments to City at the following address (or at such other address that City may designate in writing):

City of St. George
Finance Department
175 E. 200 N.
St. George, UT 84770

g. Reestablishment of Rates and Charges. City in its sole and absolute discretion may from time to time reestablish (or newly initiate) any type of rates and charges at the Airport (in a manner consistent with Laws and Regulations) to provide for the Airport's operations (including, but not limited to, reestablishing the rental rate charged to Tenant and all similarly situated tenants); provided that the rates and charges that are expressly set forth in this Agreement shall be as provided herein for the duration of the Agreement.

h. No Interest. City shall pay no interest on any sum that City pays to Tenant pursuant to this Agreement.

i. Audit. If any sum relating to this Agreement is due based on records or calculations maintained by Tenant. Tenant agrees that City shall have the right without prior notice (during business hours) to inspect and copy all such records and calculations at Tenant's place of business in St. George, Utah. Tenant shall maintain such records and calculations for three (3) years (during which this Agreement is in effect). City and its designated representatives may audit any such records and calculations. If as a result of any such audit it is established that Tenant has overpaid any sum due, City shall promptly refund such overpayment. If such audit establishes that additional sums are due to the City, Tenant shall promptly pay such sums in accordance with the requirements of Section 10.C, and shall pay the reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

C.3 Liquidated Damages. Tenant agrees that City will be damaged if Tenant fails to comply with this Agreement. Therefore, in addition to any other remedies that City may have or damages that it may pursue, City may take the following actions and charge Tenant damages as stated below not as a penalty, but as liquidated compensatory damages to pay City's administrative costs associated with undertaking the specified act.

a. Requesting Compliance. If Tenant fails to comply with any obligation under this Agreement, City may charge Tenant one hundred dollars ($100) for every written notice that City sends to Tenant requesting compliance.

b. Delay. If Tenant fails to provide any record to City that Tenant is required to provide under this Agreement, City may charge Tenant one hundred dollars ($100) for every seven (7) calendar days that Tenant requires City to delay its receipt of such record after City's written request.

c. Reestablishment of Damages. City reserves the right to reassess its costs from time to time in connection with taking the foregoing actions (or in connection with other actions that City takes to enforce this Agreement) and to reestablish the amount of the foregoing liquidated damages, or implement additional liquidated damages, based on City's cost increases.

EXHIBIT D

INSURANCE REQUIREMENTS

D.1. General Requirements. At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be canceled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

D.2. Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to. business interruption claims) whether or not insured.

D.3. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

D.4. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

D.5. Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

EXHIBIT E

GENERAL PROVISIONS

E.1 Governmental Provisions.

a. Nondiscrimination Regarding USDOT Programs. Tenant for itself, successors iii interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereto does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Nondiscrimination Regarding Facilities and Improvements. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

c. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

d. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

e. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or

participating in any program applicable to the Airport (including, but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, City shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

E.2. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E.3. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

E.4. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

E.5. Attorney's Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any- judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by City in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any

bankruptcy or insolvency- law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

E.6. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the Slate of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section E.6 shall survive any expiration or termination of this Agreement.

E.7. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

E.8. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

E.9. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E.10. Art. Tenant shall not install any object in the Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 unless Tenant has obtained City's prior written approval and provided City with a written waiver that complies with the requirements of such Act or its successor.

E.11. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

E.12. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

E.13. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

E.14. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreements construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

E.15. Time of Essence. Time is of the essence of this Agreement.

DRAFT

Agenda Item Number: **1f**

Request For Council Action

Date Submitted	10/22/2021 09:16 AM
Proposed City Council Date	11/04/2021
Applicant	Marc Mortensen
Subject	Consider approval of a lease agreement with Tech Ridge, LLC.
Background	The City has been leasing a portion of the hangar located at 475 E Donlee Drive from Tech Ridge, LLC since they purchased the property. That lease ended in September and we have decreased our footprint in the space and renegotiated the terms. This new lease reduces the payment from $9,000 to $5,000 per month and extends the lease out to April 2022. After that date, the lease will be month to month. Staff hopes to have the new facility warehouse under construction this winter and completed by next summer.
Proposed Resolution	Staff recommends approval
Cost	36,000
Action Taken	
Requested by	Marc Mortensen
File Attachments	hangarleasefortechridge2021-2022102221091619.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 33000

LEASE AGREEMENT

Tech Ridge, LLC (Tech Ridge) and the City of St. George, a Utah municipal corporation ("'Tenant"), hereby enter this instrument effective as of October 1, 2021.

RECITALS

A. Tech Ridge owns the real property and improvements located thereon located at 475 S. Donlee Drive, St. George, UT, 84770 (the "Hangar Property").

B. Tenant desires to lease a portion of the Hangar Property, marked as the "City Leased Space" and access Shared Parking ("Shared Parking") as shown on the attached Exhibit A (the "Premises").

C. The parties have discussed various issues with regard to the lease of the Premises, have identified terms believed to be acceptable to the parties, and now desire to memorialize the terms in this instrument as a final written expression of their agreement.

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. Occupancy.

(a) Premises. Tech Ridge hereby grants to Tenant the exclusive right to occupy the Premises for use for the purposes provided herein, and conveys no other rights, titles, or interests of any kind. Tenant acknowledges that the Premises do not constitute the entirety of the Hangar Property, and that Tech Ridge may occupy or lease to other tenants all portions of the Hangar Property not included in the Premises.

(b) Shared Parking. Tech Ridge hereby grants to Tenant the non-exclusive right to use the Shared Parking for parking, and conveys no other rights, titles, or interests of any kind. Tenant acknowledges that the Shared Parking may be used by others without limitation.

2. Term. Tenant's right to occupy the Premises shall commence on October 1, 2021, (the '"Commencement Date"), and shall continue until April 1, 2022, and thereafter on a month-to-month basis until either party delivers to the other a written notice of termination, which notice identifies a termination date at least 30 days after thedate of the written notice (the "Termination Date"). Tenant shall be entitled to possession on the Commencement Date and shall yield possession to Tech Ridge on or before the Termination Date.

(a) Surrender of Premises. Upon the termination of this instrument, Tenant shall, at Tenant's sole cost, (i) promptly and peaceably surrender to Tech Ridge the Premises "broom clean" and in good order and condition which shall be determined in Tech Ridge's sole and absolute discretion; (ii) repair in a good and workmanlike manner

any damage to the Premises that arises from or relates to Tenant's occupancy, (iii) deliver to Tech Ridge all keys and access credentials relating to the Premises; and (iv) remove all personal property. Upon surrender of the Premises, all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Tech Ridge without notice to, and without any obligation to account to, Tenant or any other person. Tenant shall pay to Tech Ridge all expenses incurred in connection with the disposition of such property in excess of any amount received by Tech Ridge from such disposition. Tenant shall not be released from Tenant's obligations under this instrument in connection with surrender of the Premises until Tech Ridge has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

(b) Hold Over. If Tenant remains in possession of the Premises after termination of this instrument, such occupancy shall not waive any default under this instrument and Tech Ridge may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this instrument that are applicable to an at-will tenancy, including, but not limited to, the payment of rent.

3 Rent. Tenant shall pay to Tech Ridge without set-off, deduction or demand the amount of $5,000.00 per month, payable in advance on the 1st day of each month (the "Monthly Rent Amount"). Tenant shall make all rent payments to Tech Ridge's at 475 S Donlee Drive, St. George, UT 84770, or any other address Tech Ridge designates in writing. All sums paid by Tenant shall first be applied to any past due rent, beginning with the most recent amount due, then to late fees, then to interest, then to costs of collection. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Tech Ridge may accept any payment without prejudice to Tech Ridge's rights to recover any sum or pursue other remedies provided by this instrument or by law.

4 Utilities; Services; Taxes; Liens. Tech Ridge shall arrange and pay for all utilities and services at the Premises, including but not limited to electrical, sewer, water, gas, telephone, landscaping, etc.

5 Use of Premises.

(a) No Unauthorized Use. Tenant shall use the Premises only for the purpose of conducting business operations and shall not engage in any other use of the Premises.

(b) No Alterations or Improvements. Tenant shall not make or cause to be made any alteration or improvement to the Premises or to the Premises without Tech Ridge's prior written consent, which may be given or withheld in Tech Ridge's sole and absolute discretion. This includes painting the walls, installing window shades, putting holes in the wall, wiring in lighting fixtures and any other change to the structure of the Premises. In addition, Tenant acknowledges that changes to the Property may also need the consent of the St. George Historic Preservation Commission.

(c) Maintenance. Repair and Storage. Tenant's occupancy of the Premises shall be without cost or expense to Tech Ridge. Tenant shall be solely responsible to install any improvements if approved by Tech Ridge and to maintain,

repair, refurbish, the Premises at Tenant's sole cost and expense, except that Tech Ridge shall be responsible for any repairs to the structure (including the foundation, exterior walls, and root) or systems (including plumbing, electrical, water, sewer, HVAC) of the Premises that cost more than $500.00, to the extent that damage is caused normal wear and tear. If Tenant discovers any damage for which Tech Ridge may be responsible, Tenant shall promptly notify Tech Ridge in writing. Tech Ridge shall maintain all portions of the Shared Parking.

(d) Assignment and Subleasing. Tenant shall not assign any of its rights under this instrument (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this instrument (or any document or interested relating thereto), and shall not delegate any performance under this instrument. Tenant shall not sublease any part of the Premises without the written consent of Tech Ridge, which consent will not be unreasonably withheld.

(e) Damage or Destruction the Premises. If any portion of the Premises is damaged in any manner that renders it untenantable, Tech Ridge, in its sole and absolute discretion, may determine to (i) repair the Premises at Tech Ridge's expense (and Tenant shall pay to repair any Tenant Improvements); or (ii) terminate this instrument upon giving Tenant written notice ten (10) days prior to the termination date, upon which termination neither party will be obligated under any terms of this instrument.

6. Access to Premises. Tech Ridge, or any employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("Tech Ridge's Associates") may enter the Premises with reasonable notice for any purpose relating to the Premises (including, but not limited to, in order to conduct inspections, determine compliance with this instrument, investigate or remediate any potential threats or hazards, and for emergency purposes), provided that they shall not unreasonably interfere with Tenant's use of the Premises.

7. Insurance; Indemnity.

(a) Insurance. Tenant, at Tenant's sole cost, shall be responsible for obtaining insurance coverage for Tenant's personal property. Neither Tech Ridge nor any of its officers, agents, and employees shall be responsible for any damage or loss of personal property. Tech Ridge does not insure Tenant's personal property. Tenant, at Tenant's sole cost, shall be responsible for obtaining commercial liability insurance coverage, covering the Premises and any activity at the Premises from all claims related to personal injury, death, or property damage in the amount of $1,000,000.

(b) Indemnification. Tenant covenants to indemnify, hold harmless, and defend Tech Ridge, its agents, elected officials, officers, employees, nor representatives from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (I) this instrument; (2) any use or occupancy of the Premise by Tenant; or (3) any wrongful, reckless, or negligent act or omission of Tenant. In the event of any such claims made or suits filed against Tech Ridge, Tech

Ridge shall give Tenant written notice. Tenant agrees to defend against any claims brought or actions filed against Tech Ridge, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, Tenant agrees that Tech Ridge may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the Tenant, jointly or severally.

8 Default.

(a) Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this instrument: (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this instrument and fails to cure the same within twenty (20) days following written notice of such violation from Tech Ridge; (iii) Tenant assigns or encumbers any right in this instrument, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this instrument); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this instrument to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant is in breach of this instrument three (3) or more times during a twelve (12) month period (whether or not cured).

(b) Remedies. Upon any default by Tenant under this instrument, Tech Ridge may (at any time) pursue any or all remedies available to Tech Ridge, including, but not limited to, the following: (i) terminate Tenant's rights under this instrument upon delivering a written notice of termination; and (ii) re-enter and take possession of the Premises by any lawful means (with or without terminating this instrument). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises at the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and fees required under this instrument for the remaining term of this instrument, and Tenant shall pay Tech Ridge on demand for any deficiency in the same. No action by Tech Ridge shall be construed as an election by Tech Ridge to terminate this instrument or accept any surrender of the Premises unless Tech Ridge provides Tenant with a written notice expressly stating that Tech Ridge has terminated this instrument or accepted a surrender of the Premises. Following a default by Tenant under this instrument, Tech Ridge shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

(c) Past Due Amounts. If Tenant fails to pay when due any amount required to be paid by Tenant under this instrument, such unpaid amount shall bear interest at the rate of twelve percent (12%) from the due date of such amount to the date of payment in full, with interest. In addition, Tech Ridge may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for Tech Ridge's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner. All amounts due under this instrument are and shall be deemed to be rent or fees, and

shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this instrument). Tech Ridge's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this instrument.

(d) Default by Tech Ridge. Tech Ridge shall not be in default under this instrument unless Tech Ridge fails to perform an obligation required of Tech Ridge under this instrument within twenty (20) days after written notice by Tenant to Tech Ridge. If the nature of Tech Ridge's obligation is such that more than twenty (20) days are reasonably required for performance or cure, Tech Ridge shall not be in default if Tech Ridge commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this instrument or withhold the payment of rent or other charges provided for in this instrument as a result of Tech Ridge's default.

9. General 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) Notices. Any notice, demand, written consent, or other communication required to be in writing under this instrument shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If delivered to City:

City of St. George
Attn: Marc Mortensen
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 Tenant:	Tech Ridge, LLC Attn: Isaac Barlow 475 S. Donlee Dr. St. George, UT 84770

Either Tech Ridge or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

(c) Survival. All obligations of Tenant hereunder shall survive termination of this instrument.

(d) Subordination to Financing and Matters of Record. This instrument is subordinate to the provisions of any agreements or indentures entered by Tech Ridge (regardless of when entered) in connection with any debt financing applicable to the Premises and is subordinate to any matter of record affecting the real property of the Premises.

(e) Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this instrument. If Tech Ridge (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this instrument by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this instrument, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

(f) Rights and Remedies. Except as expressly set forth in this instrument, the rights and remedies set forth in this instrument are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

(g) Attorneys Fees. If any action is brought to recover any rent or other amount under this instrument because of any default under this instrument, to enforce or interpret any of the provisions of this instrument, or for recovery of possession of the Premises of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and

other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by Tech Ridge in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section C.5 shall survive any expiration or termination of this instrument.

(h) Governing Law, Venue, and Waiver of Jury Trial. This instrument and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this instrument or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. Tech Ridge AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE Premises. The provisions of this section shall survive any termination of this instrument.

(i) Amendments and Waivers. No amendment to this instrument shall be binding on Tech Ridge or Tenant unless reduced to writing and signed by both parties. No provision of this instrument may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

(j) Severability. If any provision of this instrument is determined to be invalid, illegal, or unenforceable, the remaining provisions of this instrument shall remain in full force and effect if both the economic and legal substance of the transactions that this instrument contemplates are not affected in any manner materially adverse to any party. If any provision of this instrument is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this instrument to fulfill as closely as possible the original intents and purposes of this instrument.

(k) Merger. This instrument constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this instrument. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this instrument are expressly merged into and superseded by this instrument. In entering into this instrument, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this instrument.

(l) Confidentiality. Tenant acknowledges that Tech Ridge is subject to legal requirements regarding the public disclosure of records.

(m) Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this instrument.

(n) Certificate re: Immigration Laws. Tenant certifies that it does not and will not during the term of this instrument knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. Tenant shall produce, at Tech Ridge's request, such documents which are required to verify compliance with applicable State and Federal laws. If Tenant knowingly employs workers in violation of8 USC § 1324a, such violation shall be cause for unilateral cancellation of this instrument. If this instrument is terminated due to violation of 8 USC § 1324a, Tenant shall be liable for any and all costs associated with such termination including, but not limited to, any damages incurred by Tech Ridge as well as attorney fees.

(o) Acknowledgement of Public Disclosure Laws. Tenant hereby acknowledges that Tech Ridge is subject to the Government Records Access and Management Act, Chapter 2, Title 630, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Tenant pursuant to this instrument may be subject to disclosure as government records, and that Tech Ridge has no duty or obligation to withhold any such materials from disclosure in any manner.

(p) Miscellaneous. The headings in this instrument are provided for convenience only and do not affect the construction or interpretation of this instrument. All references to Sections are to Sections in this instrument. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This instrument shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this instrument to any period of days shall mean calendar days unless specifically stated otherwise.

(q) 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.

(r) 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.

***

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: _____
Collin Simonsen, Assistant City Attorney

TECH RIDGE, LLC.

_____ By: _____
Date Isaac Barlow, Manager

EXHIBIT A
Premises Depiction

DRAFT

Agenda Item Number: **1g**

Request For Council Action

Date Submitted	10/26/2021 11:23 AM
Proposed City Council Date	11/04/2021
Applicant	Water Services Dept
Subject	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.
Background	The SGRWRF Phase II plant expansion is currently underway, which will increase the capacity of the wastewater treatment plant. This professional services agreement with AGEC is for the materials testing and special inspections that are required during construction of the plant.
Proposed Resolution	Water Services Staff recommends approval of the PSA
Cost	$81,405.00
Action Taken	
Requested by	Scott Taylor
File Attachments	psa-agec-wwtfphase2102621112319.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** Part of $40M project

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR WWTF PHASE 2 **WITH** APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, 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 Applied Geotechnical Engineering Consultants, with offices at 1420 S. 270 E, ST. GEORGE, UT 84790 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Goetechnical and Special inspection/testing services including (ex. A) for the WWTF Phase 2 Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal for the PROJECT; and

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

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

1. **EMPLOYMENT OF CONSULTANT.**
   a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
   b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
   c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this

contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

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

b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

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

a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.

b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.

c. A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

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

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

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

9. **ACCURACY AND COMPLETENESS.**
   a. CONSULTANT has total responsibility for the accuracy and completeness of its

investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

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

11. **INSURANCE.**

a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

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

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

iv. Such policy shall include each of the following coverages:
    1. Comprehensive form.
    2. Premises - operations.
    3. Explosion and collapse hazard.
    4. Underground hazard.
    5. Product/completed operations hazard.
    6. Contractual insurance.
    7. Broad form property damage, including completed operations.
    8. Independent contractors for vicarious liability.
    9. Personal injury.
    10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
    i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $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.

g. BUSINESS AUTOMOBILE COVERAGE:
    i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than $1,000,000.00 Dollars for one person and $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:
    i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
    ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
    iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings,

specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.
c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George	CONSULTANT:	Applied Geotechnical Engineering Consultants
	175 East 200 North		1420 S 270 E
	St. George, Utah 84770		St. George, Utah 84790
Attention:	Contact Name	Attention:	G. Wayne Rogers

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: APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS
_____	_____
Michele Randall, Mayor	G. Wayne Rogers, P.E.
Attested:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	Paula Houston, Deputy City Attorney

AGEC
Applied GeoTech

November 19, 2020

St. George City Public Works - Engineering Division
175 East 200 North
St. George, Utah 84770

Attention: Kade Bringhurst, P.E.
Email: kade.bringhurst@sgcity.org

Subject: AGEC Cost Estimate
SGWRF EXPANSION 2020
St. George, Utah
AGEC Project No. 2200342

AGEC is pleased to provide a cost estimate for the above referenced project. AGEC has previously provided the Geotechnical Engineering Study for the project and is familiar with the project conditions and requirements. AGEC has completed a review of the plans and specifications and provided a "unit rate with a NTE cost estimate for the special inspection and testing for the project. The project includes the following items:

- Compaction Testing wall backfill and upper level areas.
- Masonry special inspection
- Reinforced Concrete special inspection
- Concrete Testing
- Steel Inspection

Based on the proposed construction, we have provided unit rate cost for conducting the testing and special inspection for the project.

Please see Exhibit A for the estimated fee and a list of testing services which are included within the fee to be provided by AGEC.

We appreciate the opportunity to work with you on this project. Let us know if you have any questions.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

G. Wayne Rogers, P.E.
Attachment - Exhibit A - Fee and Scope
P:\2020 Project Files\2200300\2200342 - SGRWRF 2020 Expansion Project (aka SGWRF Headworks and UV Disinfection Project Phase 2)\Agreement.wpd

AGEC
Applied GeoTech

SGRWRF 2020 Expansion

EXHIBIT A

AGEC Project No. 2200342

November 19, 2020

Item No.	Item	Unit	Estimated Amount	Unit Rate	Total Cost
1	Soil Compaction Testing	hr.	90	$50.00	$4,500.00
2	Special Inspection Concrete Reinforcing Steel and Concrete Placement	hr.	230	$75.00	$17,250.00
3	Concrete Testing, ICC Inspector	hr.	145	$75.00	$10,875.00
4	Concrete Testing, ACI Level 1	hr.	290	$50.00	$14,500.00
5	Concrete Cylinders, set of 4	each	145	$52.00	$7,540.00
6	Structural Steel Special inspection	hr.	32	$75.00	$2,400.00
7	Post Installed Anchor Inspection	hr.	20	$75.00	$1,500.00
8	Masonry Special Inspection	hr.	128	$75.00	$9,600.00
9	Masonry Prisms	each	22	$65.00	$1,430.00
10	Concrete Shrinkage Tests (set of 3)	each	5	$280.00	$1,400.00
11	Soil Classification		4	$40.00	$160.00
12	Proctor	each	4	$150.00	$600.00
13	Project Management	hr.	50	$85.00	$4,250.00
14	Senior Engineer	hr.	20	$195.00	$3,900.00
15	Grading Report	each	1	$500.00	$500.00
16	Special Inspection Report	each	1	$1,000.00	$1,000.00
				Project Total	**$81,405.00**

Notes

1. Engineering observation is not included. Engineer visits are $195 per hour.
2. Estimate does not include epoxy inspections for bolts or anchors.
3. Estimate does not include reinspection's, retests or cancelled scheduling's.
4. Estimate does not include asphalt testing

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2021

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

MORETON & COMPANY
P O BOX 58139
SALT LAKE CITY UT 84158-0139

CONTACT NAME: ROBYN PENIX
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: RPENIX@MORETON.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WCF MUTUAL INSURANCE COMPANY	10033
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

APPLIED GEOTECHNICAL ENG CONSULTANTS INC
600 W SANDY PARKWAY
SANDY UT 84070

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐	☐				MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		1034125	06/06/2021	06/06/2022	☑ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage limited to locations in Utah and operations subject to the jurisdiction of Utah law.

CERTIFICATE HOLDER

ATTN: KADE BRINGHURST
ST. GEORGE
175 E 200 N
SAINT GEORGE UT 847703795

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

APPLI-1 OP ID: JK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/05/2021

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 801-397-3434 Benchmark Insurance Agency 207 East 500 South Bountiful, UT 84010 G Daniel Bradshaw	CONTACT NAME: Joni Konschot PHONE (A/C, No, Ext): 801-397-3434 FAX (A/C, No): 801-951-0050 E-MAIL ADDRESS: joni@benchmark-insurance.com
INSURED Applied Geotechnical Engineering Consultants Inc 600 W. Sandy Parkway Sandy, UT 84070	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Cas & Surety of Amer — 31194 INSURER B : Evanston Ins Co — 35378 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			680-3J543647	04/16/2021	04/16/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA-3J545026	04/16/2021	04/16/2022	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUP-3J553075	04/16/2021	04/16/2022	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Prof Liability			MKLV7PL0003999	12/31/2020	12/31/2021	Ea Claim	2,000,000
	$50,000 Ded			RETRO DATE 5-16-1991			Aggregate	2,000,000

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

CERTIFICATE HOLDER

Thomas L. McPhee
Construction Inc
P.O. Box 980276
Park City, UT 84098

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

Joni Konschot

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Additional Insured - Owners, Lessees or Contractors - Scheduled person or organization - Form CGT8010419

Commercial General Liability Coverage Form CGT100219 - Includes Primary and non-contributory Coverage, Contractual Liability.

Comml General Liability-Form ILT400 1209- Notice of Cancellation - 30 Days

Xtend Endorsement for Architects, Engineers and Surveyors - Form CGD3790219 - Includes Blanket Additional Insured - Governmental Entities - Permits, Blanket Waiver of Subrogation per written contract

Blanket Additional Insured - Primary and Non-Contributory with other Insurance - Form CAT4740216 - Includes Blanket Additional Insured (Auto) and primary and non-contributory coverage.

Business Auto Coverage Form CAT353 0215 - Waiver of Subrogation Coverage

Umbrella is follow form to the General/Auto Liability Coverage.

DRAFT

Agenda Item Number: **1h**

Request For Council Action

Date Submitted	10/26/2021 11:17 AM
Proposed City Council Date	11/04/2021
Applicant	Water Services Dept
Subject	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.
Background	There is an existing 12" diameter irrigation line under the Virgin River near the Confluence Park. Over the past few years, the banks of the Virgin River have shifted enough that the irrigation line is now exposed. This project will lower the irrigation line through the Virgin River to keep it protected from the river flows.
Proposed Resolution	Water Services staff recommends approval of the PSA.
Cost	26,451
Action Taken	
Requested by	Scott Taylor
File Attachments	professionalservicesagreement-sgform012921bca102621111717.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** 30,000

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR VIRGIN RIVER IRRIGATION LINE LOWERING PROJECT **WITH** BOWEN COLLINS & 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 Bowen Collins & Associates, Inc., with offices at 20 North Main, Suite No. 107, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services including design and permitting to repair and lower an existing irrigation line acrossed the Virgin River for the Virgin River Irrigation Line Lowering Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal for the PROJECT; and

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

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

1. **EMPLOYMENT OF CONSULTANT.**
   a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
   b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
   c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract

between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
c. CONSULTANT shall provide services in compliance with all applicable requirements of

federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

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

b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

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

a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.

b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.

c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

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

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

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

9. **ACCURACY AND COMPLETENESS.**

a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

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

11. **INSURANCE.**

a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.

c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
   i. The name and address of the insured.
   ii. CITY shall be named as a Certificate Holder.
   iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
   iv. The location of the operations to which the insurance applies.
   v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
   vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
   vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
   viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
   ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
   x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
   i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
   ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
   iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

e. COMMERCIAL GENERAL LIABILITY INSURANCE:
   i. CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are

covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

ii. The Insurance Endorsement shall evidence such provisions.

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

1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.
2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than $3,000,000.00 Dollars.
3. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

iv. Such policy shall include each of the following coverages:

1. Comprehensive form.
2. Premises - operations.
3. Explosion and collapse hazard.
4. Underground hazard.
5. Product/completed operations hazard.
6. Contractual insurance.
7. Broad form property damage, including completed operations.
8. Independent contractors for vicarious liability.
9. Personal injury.
10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $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.

g. BUSINESS AUTOMOBILE COVERAGE:

i. CONSULTANT shall carry and maintain business automobile insurance coverage on each

vehicle used in the performance of the work in an amount not less than $1,000,000.00 Dollars for one person and $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:
   i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
   ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
   iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

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

b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.

b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.

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

15. **TERMINATION.**

a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.

b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Bowen Collins & Associates, Inc. 20 North Main, Suite No. 107 St. George, Utah 84770
Attention:	Kade Bringhurst	Attention:	Todd Olsen

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: BOWEN COLLINS & ASSOCIATES, INC.
_____	_____
Michele Randall, Mayor	Todd Olsen, Principal
Attested:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	Paula Houston, Deputy City Attorney

BOWEN COLLINS & ASSOCIATES

20 North Main, Suite 107
St. George, Utah 84770
Phone: 435.656.3299

October 13, 2021

E-MAIL

Kade Bringhurst, P.E.
Water Services Special Projects Manager
City of St. George
811 East Red Hills Parkway
St. George, Utah 84770

Subject: Proposal for the City of St. George Water Service's Virgin River Irrigation Pipeline Lowering Project

Dear Kade:

The City of St. George (City) owns an existing 12-inch irrigation pipeline that crosses the Virgin River near the river's confluences with the Fort Pearce Wash and the Santa Clara River. The Virgin River floodplain in this reach of the river is very dynamic. After the 2011 floods on the Virgin River the southeast reach of this pipeline was exposed, requiring the City to lower it. Recent flooding on the Virgin River has again exposed this pipeline on the west bank of the river, requiring it to be further lowered to prevent and damage from future floods. This City has requested that Bowen Collins & Associates (BC&A) provide engineering services to assist with the permitting, design, and bidding of this project.

From conversations with Utah Division of Water Rights – Stream Alteration it is understood that due to the emergency nature of losing this irrigation pipeline, the work to lower/bury this pipeline can be completed and permitted retroactively. In talking with both the U.S. Army Corps of Engineers (USACE) and U.S. Fish and Wildlife Service (USFWS) lowering this pipeline will fall within maintenance activities within the permit previously obtained for the pipeline and no additional permitting will be required. All of the permitting agencies did mention that prior to completing the work the City will need to obtain a fish clearance from the Utah Division of Wildlife Resources (UDWR).

Based on this understanding, we have developed the following proposed scope of services.

PROPOSED SCOPE OF SERVICES

Task 1 – Design Period Services

Task 1-1: Coordination Meetings. BC&A personnel will prepare for and attend a kickoff meeting to discuss project parameters, goals, schedule, and lines of communication. We will also prepare for and attend two (2) additional coordination meetings with the City along with meetings at the 60- and 90-percent review stages of the project. BC&A will also prepare for and attend up to two (2) City Joint Utility Committee (JUC) meetings to review the project with utility owners within the City. The total number of meetings held during design of the project will be up to seven (Kickoff, 2 coordination, 2 JUC, and 60- and 90-percent reviews).

Task 1-2: Field Reconnaissance, Survey, and Utility Investigations. BC&A will perform field reconnaissance along the existing irrigation corridor alignments. We will subcontract the services of Alpha Engineering to complete a field survey of the alignment. The field survey will locate major surface features, known utility locations, depths of pipes at existing manholes, meters, and will collect topographic information along the irrigation pipeline alignment, and collect needed information at the terminus points of the project. Temporary benchmarks will be established along the pipeline route for reference and use during construction. BC&A will also review as-built records provided by existing utility owners to identify major utility conflicts. Our team will then perform field reconnaissance to verify locations of those utilities and document existing conditions along the project corridor.

Task 1-3: Design Drawings. BC&A will prepare final stamped design drawings for the project. In completing this task, BC&A will:

a. Identify, evaluate, and incorporate utility constraints based on information obtained from the outside utility companies.
b. Incorporate limits for construction to minimize impacts to the Virgin River.
c. Incorporate comments from the JUC review.
d. Plan and profile drawings will be provided at both the 60- and 90-percent complete stages of the project for the City's review. Once review comments are received, BC&A will incorporate the comments and provide a final stamped set of drawings for the City.
e. Provided documents will electronically submitted (PDF format) for the City's review.

Our design cost estimate has been prepared assuming that there will be no more than 9 design drawings required for this project as listed in the following table.

Sheet No.	Drawings
G-01	Title Page, Project Location, & Vicinity Map
G-02	Abbreviations
G-03	Symbols and Legend
G-04	General Notes
G-05	Utility Notes
C-01	Dewatering and Bypass Channel Plan
C-02	Plan & Profile – 1
GC-01	Civil Details – 1
GC-02	Civil Details – 2

Task 1-4: Contract Documents. BC&A will prepare electronic contract documents (PDF format) for the Project for the City's review at the 90-percent submittal. We will use the City's standard front end bidding documents and technical specifications. Where needed, BC&A will supplement the City's specifications with additional technical specifications developed specifically for this project. Once BC&A has received review comments on the 90-percent Contract Documents, we will incorporate any changes and provide the City with a final stamped set of Contract Documents.

Task 1-5: Cost Estimate. BC&A will prepare an engineer's opinion of probable construction cost (OPCC) at the 100% complete design submittal for the Project.

Task 2 – Bid Period Services

Our fee estimate for bid period services has been developed assuming that the bid period for the project will be approximately four (4) weeks long.

Task 2-2: Bidding Services. BC&A will complete the following subtasks associated with the bid period services for each of the three projects:

a. *Pre-Bid Meeting.* BC&A will prepare for and attend a pre-bid meeting with the potential bidders. We assume that the meeting will last up to two hours and will include a site visit.
b. *Addenda/Drawing Revisions.* BC&A will be available to answer questions from potential bidders regarding the contract documents. BC&A will also prepare clarifications and addenda, if required.
c. *Bid Opening and Evaluation.* BC&A will attend the bid opening with the City and the general contractors. BC&A will also prepare a bid summary and a letter evaluating the bids and recommending award of the construction contract.

Task 3 – Environmental Permitting Services

Per early coordination with the U.S. Army Corps of Engineers Chief Jason Gipson, this project falls under maintenance of the original USACE Permit and will not require any new permitting with the USACE.

Task 3-1: UDWR Stream Alteration Permit. BC&A will prepare the necessary forms and figures needed to submit a stream alteration permit application to the Division of Water Rights. BC&A will be available to answer any questions that may need to be address associated with this application. It has been assumed that the City will pay the application fee of $500.

Task 3-2: USFWS Coordination. BC&A will coordinate with U.S. Fish & Wildlife to ensure the pipeline projects meets the conservation commitments required by the original 2011 Biological Opinion.

PROJECT SCHEDULE

We estimate that we can have this project design and out to bid within two months of notice to proceed (NTP). We will begin the permitting process and estimate that we can have the stream alteration permit submitted within four (4) weeks of NTP. Typical review periods for the stream alteration permit are 20 days.

COST SUMMARY

We have also tabulated estimated man-hours and costs to complete each task outlined in the previously defined scope of services. As presented in the following Attachment, we propose to complete the scope of services for each task on a time and expenses basis for a not-to-exceed upper limit of $26,451 without prior authorization.

We are willing to negotiate the scope of work, schedule, and fee as needed to meet the requirements of the City. We have enjoyed working with you on previous projects and are excited for the opportunity to continue to provide engineering services on this and future projects. Please call if you have any questions or if you need additional information.

Sincerely,

BOWEN COLLINS AND ASSOCIATES

Todd Olsen, P.E., Project Manager

Enc: Attachments

ATTACHMENT

Virgin River Irrigation Line Lowering Project

City of St. George Water Services

Engineering Man-hours and Fee Estimate

10/11/2021

		Office		Environmental		Engineer		Subtotal Hours	Subtotal Labor	Subtotal Expenses	Expenses					Total Cost
											Computer	*Mileage*	*Enviro*	*Survey*	*Geotech*	
	Labor Category	Account	Editor	Enviro.	Enviro.	EIT	PM				*$ 7.00*					
	Staff	Buhler	Hilbert	Davis	Tsandes	Howard	Olsen									
Task	**Task Description**															
TASK 1 - DESIGN PERIOD SERVICES																
1-1	Coordination Meetings	1				21	11	33	$ 4,127	$ 231	*$ 231*					$ 4,358
1-2	Field Reconnaissance, Survey, and Utility Investigation					9	6	15	$ 1,947	$ 1,937	*$ 105*			*$ 1,832*		$ 3,884
1-3	Design Drawings					49	20	69	$ 8,485	$ 483	*$ 483*					$ 8,968
1-4	Contract Documents					5	15	20	$ 3,030	$ 140	*$ 140*					$ 3,170
1-5	Cost Estimate					4	1	5	$ 587	$ 35	*$ 35*					$ 622
	Engineering/Design Sub-Total	**1**	**0**	**0**	**0**	**88**	**53**	**142**	**$ 18,176**	**$ 2,826**	**$ 994**	**$ -**	**$ -**	**$ 1,832**	**$ -**	**$ 21,002**
TASK 2 - BID PERIOD SERVICES																
2-2	Bid Period Services			0	0	9	9	18	$ 2,448	$ 126	$ 126	$ -	$ -	$ -	$ -	$ 2,574
	i. Pre-Bid Meeting					*2*	*3*	*5*	*$ 711*	*$ 35*	*$ 35*					*$ 746*
	ii. Addenda/Drawing Revisions					*6*	*4*	*10*	*$ 1,298*	*$ 70*	*$ 70*					*$ 1,368*
	iii. Bid Opening and Evaluation					*1*	*2*	*3*	*$ 439*	*$ 21*	*$ 21*					*$ 460*
	Bid Sub-Total	**0**	**0**	**0**	**0**	**9**	**9**	**18**	**$ 2,448**	**$ 126**	**$ 126**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,574**
TASK 3 - ENVIRONMENTAL PERMITTING SERVICES																
3-1	UDWR Stream Alteration Permit	1		12			2	15	$ 1,931	$ 105	*$ 105*					$ 2,036
3-2	USFWS Coordination			5			1	6	$ 797	$ 42	*$ 42*					$ 839
	Environmental Sub-Total	**1**	**0**	**17**	**0**	**0**	**3**	**21**	**$ 2,728**	**$ 147**	**$ 147**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,875**
	TOTAL HOURS	***1***	***0***	***0***	***0***	***97***	***62***	***160***								
	TOTAL COST NOT TO EXCEED								**$ 23,352**	**$ 3,099**	**$ 1,267**	**$ -**	**$ -**	**$ 1,832**	**$ -**	**$ 26,451**

Expenses include:
Computer/Communications Charge at $7/labor hour
10% Markup on other project related expenses

BOWECOL-01 AGALLAHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2021

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: Ashley Gallaher
American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	PHONE (A/C, No, Ext): (801) 364-3434 645 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Ashley.Gallaher@american-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Ins Co	25615
INSURER B : Phoenix Insurance Company	25623
INSURER C : Travelers Indemnity Company	25658
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED

Bowen Collins & Associates, Inc.
154 East 14075 South
Draper, UT 84020

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6803J161762	8/4/2021	8/4/2022	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA9R374578	8/4/2021	8/4/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP6766Y453	8/4/2021	8/4/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB4S013224	8/4/2021	8/4/2022	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
D	Prof Liab Claim Made		X	DPR9981606	8/4/2021	8/4/2022	Per Claim	5,000,000
D	Retro Date 7/01/1997			DPR9981606	8/4/2021	8/4/2022	Aggregate	5,000,000

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

Re: Virgin River Irrigation Line Lowering Projects

The City of St. George is named as additional insured, per written contract, with regards to the General Liability and Auto Liability, including waivers of subrogation, per the attached forms. Coverage is primary and non-contributory. A waiver of subrogation is in favor of the additional insured, per written contract, with regards to the Workers Compensation and Professional Liability per the attached forms. The umbrella follows form with the General Liability, Auto Liability, and Employers Liability policies. 30 days' notice of cancellation applies; 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of St. George
Attn: Kade Bringhurst, P.E.
811 East Rd Hills Pkwy.
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

   (a) 75 feet long or less; and

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

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director 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 Paragraph **(1)(a)** or **(b)** above; or

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

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide 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.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(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 Paragraph **(2)(a)** or **(b)** above; or

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

(3) "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 retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide 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.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. 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 the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

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.

6. Representations

By accepting this policy, 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 policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. 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:

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.

8. 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.

9. 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 or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the 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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

POLICY NUMBER: **UB-4S013224-21-47-V**

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

Designated Person:

Designated Organization:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

2. The specific nature and extent of the injury or damage that has been sustained; and

3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

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DRAFT

Agenda Item Number: **1i**

Request For Council Action

Date Submitted	10/21/2021 09:03 AM
Proposed City Council Date	11/04/2021
Applicant	Water Services Dept
Subject	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.
Background	The reuse plant is currently equipped with (2) sand filters and (1) empty filter bay. The sand filters have reached the end of their useful life and need replacement. The empty filter bay will be equipped with a cloth filter, which is more efficient than sand filter and will increase the capacity of the reuse plant. This agreement is for the engineering design and construction management of the sand filter media replacement and the cloth media filter construction. The project was budged for FY24, but due to the condition of the sand media, it needs to be completed in FY22.
Proposed Resolution	Water Services staff recommend approval of the professional services agreement.
Cost	123,129
Action Taken	
Requested by	Scott Taylor
File Attachments	sgformprofessionalservicesagreement-92421bca102121090308.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	No **Amount:**

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR WRF REUSE FILTER MEDIA REPLACEMENT AND EXPANSION **WITH** BOWEN COLLINS & 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 Bowen Collins & Associates, Inc., with offices at 20 North Main, Suite 107, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Engineering services including evaluation, design and bid documetns for the WRF Reuse Tiler Media Replacement and Expansion Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal for the PROJECT; and

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

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

1. **EMPLOYMENT OF CONSULTANT.**
   a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
   b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
   c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from

participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

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

b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

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

a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.

b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.

c. A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

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

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

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

9. **ACCURACY AND COMPLETENESS.**

a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

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

11. **INSURANCE.**

a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.

c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
   i. The name and address of the insured.
   ii. CITY shall be named as a Certificate Holder.
   iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
   iv. The location of the operations to which the insurance applies.
   v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
   vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
   vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
   viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
   ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
   x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
   i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
   ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
   iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

e. COMMERCIAL GENERAL LIABILITY INSURANCE:
   i. CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are

covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

ii. The Insurance Endorsement shall evidence such provisions.

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

1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.
2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than $3,000,000.00 Dollars.
3. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

iv. Such policy shall include each of the following coverages:

1. Comprehensive form.
2. Premises - operations.
3. Explosion and collapse hazard.
4. Underground hazard.
5. Product/completed operations hazard.
6. Contractual insurance.
7. Broad form property damage, including completed operations.
8. Independent contractors for vicarious liability.
9. Personal injury.
10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $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.

g. BUSINESS AUTOMOBILE COVERAGE:

i. CONSULTANT shall carry and maintain business automobile insurance coverage on each

vehicle used in the performance of the work in an amount not less than $1,000,000.00 Dollars for one person and $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:
   i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
   ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
   iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

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

b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.

b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.

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

15. **TERMINATION.**

a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.

b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Bowen Collins & Associates, Inc. 20 North Main, Suite 107 St. George, Utah 84770
Attention:	Kade Bringhurst	Attention:	Jeff Beckman

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: BOWEN COLLINS & ASSOCIATES, INC.
_____	_____
Michele Randall, Mayor	Jeff Beckman, Vice President
Attested:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	Paula Houston, Deputy City Attorney

BOWECOL-01 AGALLAHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/21/2021

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: Ashley Gallaher
American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	PHONE (A/C, No, Ext): (801) 364-3434 645 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Ashley.Gallaher@american-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Ins Co	25615
INSURER B : Phoenix Insurance Company	25623
INSURER C : Travelers Indemnity Company	25658
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED

Bowen Collins & Associates, Inc.
154 East 14075 South
Draper, UT 84020

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6803J161762	8/4/2021	8/4/2022	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA9R374578	8/4/2021	8/4/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP6766Y453	8/4/2021	8/4/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB0R868181	8/4/2021	8/4/2022	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
D	Prof Liab Claim Made		X	DPR9981606	8/4/2021	8/4/2022	Per Claim	5,000,000
D	Retro Date 7/01/1997			DPR9981606	8/4/2021	8/4/2022	Aggregate	5,000,000

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

Re: Reuse Filter Media Replacement and Expansion

The City of St. George is named as additional insured, per written contract, with regards to the General Liability and Auto Liability, including waivers of subrogation, per the attached forms. Coverage is primary and non-contributory. A waiver of subrogation is in favor of the additional insured, per written contract, with regards to the Workers Compensation and Professional Liability per the attached forms. The umbrella follows form with the General Liability, Auto Liability, and Employers Liability policies. 30 days' notice of cancellation applies; 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of St. George
Attn: Scot Taylor, P.E.
811 East Rd Hills Pkwy.
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

   (a) 75 feet long or less; and

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

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director 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 Paragraph **(1)(a)** or **(b)** above; or

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

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide 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.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(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 Paragraph **(2)(a)** or **(b)** above; or

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

(3) "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 retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide 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.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. 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 the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

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.

6. Representations

By accepting this policy, 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 policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. 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:

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.

8. 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.

9. 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 or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the 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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

POLICY NUMBER: **UB-4S013224-21-47-V**

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

Designated Person:

Designated Organization:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

2. The specific nature and extent of the injury or damage that has been sustained; and

3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

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Exhibit A

BOWEN COLLINS & ASSOCIATES

20 NORTH MAIN, SUITE 107 • ST. GEORGE, UTAH 84770
TEL: 435.656.3299 • FAX: 435.656.2190

August 3, 2021

E-MAIL

Ben Ford
Wastewater Division Manager
City of St. George
175 East 200 North
St. George, Utah 84770

Subject: Proposal for the Reuse Filter Media Replacement and Expansion

Dear Ben:

Bowen Collins & Associates (BC&A) has been asked to provide a proposed scope and fee for engineering services on the Reuse Filter Media Replacement and Expansion Project. The City of St. George (City) owns and operates the Reuse Facility at the St George Regional Water Reclamation Facility. The Reuse Facility was constructed in 2005 and includes three traveling bridge sand filter bays. Two bays were equipped for operation at the time of construction with a capacity of 3.5 mgd each (7.0 mgd total). The third bay was not equipped.

We understand the City intends to replace the sand filter media in the existing two traveling bridge filter systems prior to the 2022 irrigation season. The City also plans to install a 7.0 mgd capacity AquaDiamond® cloth media filter system (by Aqua-Aerobic Systems, Inc.) in the third bay prior to the 2023 irrigation season. The cloth media filter system will increase overall capacity of the Reuse Facility to 14.0 mgd.

To complete this work, the following scope of services is proposed. Associated fees are shown on the attachment.

PROPOSED SCOPE OF SERVICES

Task 1 – Sand Filter Media Replacement

1.1 Design Services

1.1.1 Determine requirements for removal and disposal of existing sand filter media, cleaning and preparation of filter bays and disposal of media waste.
1.1.2 Identify new sand filter media requirements including mineral composition, size, gradation, shape, preparation (washing, sieving, bagging, shipping, etc.), quantities and other pertinent criteria.
1.1.3 Determine requirements for new media handling, placement and distribution, backwashing and other activities for installation and returning the filters to service.
1.1.4 Coordinate with manufacturer for supply of sand filter media and obtain firm cost quotation to meet above requirements.
1.1.5 Prepare limited drawings, technical specifications and bidding documents using City “front end” to obtain contractor bids to remove and dispose of existing sand media, install new media and return filters to operation.

1.2 Bid Period Services

1.2.1 Provide documents for contractor bidding.
1.2.2 Prepare and distribute addenda to address bidder questions and clarify requirements
1.2.3 Attend pre-bid meeting.
1.2.4 Attend bid opening, review bids and recommend award to lowest qualified bidder.
1.2.5 Prepare, distribute and review contract documents.

1.3 Construction Period Services

1.3.1 Attend project kickoff and progress meetings and prepare and distribute minutes.
1.3.2 Conduct regular inspections of work in progress.
1.3.3 Review and respond to RFIs/RFCs.
1.3.4 Review and process contractor pay requests.
1.3.5 Review and respond to change order requests and prepare documentation as needed.
1.3.6 Conduct pre-final inspection and prepare and distribute punch list.
1.3.7 Conduct final inspection and observe startup of filters and return to service.
1.3.8 Review and process final pay request and project closeout documents.
1.3.9 Prepare and provide record drawings if needed.

Task 2 – Cloth Filter Media Installation

2.1 Design Services

2.1.1 Coordinate with manufacturer to determine technical design and installation requirements for new cloth media in existing filter bay previously intended for sand filter media.
2.1.2 Confirm media material and weave selections are appropriate for filtering treated wastewater effluent for reuse and suitable for chlorinated flows.
2.1.3 Obtain manufacture quote to provide media and appurtenances for installation by contractor.
2.1.4 Evaluate treatment plant hydraulics to confirm sufficient head available and associated modifications to reproportion flows to the filter bays, with 7.0 mgd to the cloth media filters.
2.1.5 Evaluate liquid bleach chlorine supply system to verify sufficient capacity and availability to chlorinate additional flows through the cloth media filter and limited minor modifications that may be required.
2.1.6 Determine mechanical requirements for two additional reuse pumps at the existing reuse pump station.
2.1.7 Evaluate electrical power and control system requirements for new filter and reuse pumps and electrical room space accommodations.
2.1.8 Evaluate HVAC requirements for electrical room.
2.1.9 Prepare drawings, technical specifications and bidding documents using City “front end” to obtain contractor bids for purchase and installation of designated cloth media filters and appurtenances, make modifications for hydraulic distribution of flows, make minor chlorine system changes, add two reuse pumps and controls and required electrical and HVAC modifications.

2.2 Bid Period Services

2.2.1 Provide documents for contractor bidding.
2.2.2 Prepare and distribute addenda to address bidder questions and clarify requirements
2.2.3 Attend pre-bid meeting.
2.2.4 Attend bid opening, review bids and recommend award to lowest qualified bidder
2.2.5 Prepare, distribute and review contract documents.

2.3 Construction Period Services

2.3.1 Prepare and distribute conformed documents
2.3.2 Attend project kickoff and progress meetings and prepare and distribute minutes.
2.3.3 Conduct regular inspections of work in progress.
2.3.4 Review and respond to RFIs/RFCs.
2.3.5 Review and process contractor pay requests.
2.3.6 Review and respond to change order requests and prepare documentation as needed.
2.3.7 Conduct pre-final inspection and prepare and distribute punch list.
2.3.8 Conduct final inspection and observe startup of filters and return to service.
2.3.9 Review and process final pay request and project closeout documents.
2.3.10 Prepare and provide record drawings.

ASSUMPTIONS

This scope of services and fees are based in part on the following assumptions:

1. New filter sand media will be obtained from the original filter manufacturer (Infilco Degremont, Inc. – IDI) and purchased and installed by a contractor selected via competitive bidding.
2. No other significant modifications or repairs to the existing filter bays 1 and 2 are anticipated.
3. New AquaDiamond® cloth filter media will be obtained from Aqua-Aerobic Systems, Inc. and purchased and installed by a contractor selected via competitive bidding.
4. Modifications will be performed as needed to accommodate the new cloth media installation.
5. Task 2 includes expected limited modifications to the existing liquid bleach chlorination system. No major expansion or consideration of other chlorination options are included.
6. Construction period services will be provided in large part by BCA personnel on site for the SGRWRF Expansion Project to reduce and control associated labor costs.

PROPOSED SCHEDULES AND FEE

Work on the Sand Filter Media Replacement effort will commence immediately upon acceptance and approval of the proposed scope and fees, with the goal of the renovated filters being fully operational and available on or before the start of the 2022 irrigation season.

Work on the Cloth Filter Media Installation effort will commence following acceptance and approval of the proposed scope and fees as needed in order to meet the goal of the upgraded filter and associated facilities being fully operational and available on or before the start of the 2023 irrigation season.

The proposed fee for this scope of services on a time and materials basis is for a not to exceed amount of $122,129.00 without prior authorization by the City.

BC&A enjoys and appreciates working with the City looks forward to completing this important project. Please contact us with any questions or if additional information is needed.

Sincerely,

Bowen Collins & Associates, Inc.

Jeff Beckman, P.E.
Project Manager

Attachment

City of St. George, Utah
Reuse Filter Media Replacement and Expansion Project
Engineering Man-Hour and Fee Estimate for Construction Phase Services
Prepared by: Bowen, Collins and Associates - July 2021

		Personnel (Calendar Year 2021 Rates)									Subtotal Hours	Subtotal Labor	Expenses	Total Cost
	Labor Category	Chief Engr.	Project Mngr.	Project Eng	Strl. Engr.	Drafting	Inspector	HVAC	Electrical	Clerical				
	Staff	B. Mayers	J. Beckman	N. Rogers	S. Cohen	Tech. 6	CM 4	L. Rankin	S. Cavanaugh	Staff				
	Labor Rate	$183	$180	$130	$170	$123	$118	$130	$168	$77				
Task Nos.	**Task Descriptions**													
1.1	**Sand Filter Media Design Services**													
1.1.1-1.1.4	Filter Media Coordination	12	4								16	$ 2,380	$ 112	$ 2,492
1.1.5	Drawings, Specifications, Bid Documents	32	12			16			4	7	71	$ 9,227	$ 497	$ 9,724
	Subtotal	**44**	**16**	**0**	**0**	**16**	**0**	**0**	**4**	**7**	**87**	**$ 11,607**	**$ 609**	**$ 12,216**
1.2	**Sand Filter Media Bid Period Services**													
1.2.1-1.2.5	Bid Period Services	16	1			2	2		1	1	23	$ 3,836	$ 661	$ 4,497
	Subtotal	**16**	**1**	**0**	**0**	**2**	**2**		**1**	**1**	**23**	**$ 3,836**	**$ 661**	**$ 4,497**
1.3	**Sand Filter Media Construction Period Services**													
1.3.1-1.3.9	Construction Period Services	20	7			4	2				33	$ 4,575	$ 731	$ 5,306
	Subtotal	**20**	**7**	**0**	**0**	**4**	**2**	**0**	**0**	**0**	**33**	**$ 4,575**	**$ 731**	**$ 5,306**
2.1	**Cloth Filter Media Design Services**													
2.1.1-2.1.3	Filter Media Coordination		8	12							20	$ 1,748	$ 140	$ 1,888
2.1.4-2.1.8	Evaluate Hydraulics, Chlorine, Pumps, Electrical and HVAC		8	20				8	12		48	$ 5,844	$ 836	$ 6,680
2.1.9	Drawings, Specifications, Bid Documents		24	160	34	200		60	80	8	566	$ 73,240	$ 4,462	$ 77,702
	Subtotal	**0**	**40**	**192**	**34**	**200**	**0**	**68**	**92**	**8**	**634**	**$ 80,832**	**$ 5,438**	**$ 86,270**
2.2	**Cloth Filter Media Bid Period Services**													
2.2.1-2.2.5	Bid Period Services		7	20		2	8		4	4	45	$ 4,957	$ 815	$ 5,772
	Subtotal	**0**	**7**	**20**	**0**	**2**	**8**	**0**	**4**	**4**	**45**	**$ 4,957**	**$ 815**	**$ 5,772**
2.3	**Cloth Filter Media Construction Period Services**													
2.3.1-2.3.10	Construction Period Services		20	20		8	20	4	8		80	$ 8,008	$ 1,060	$ 9,068
	Subtotal	**0**	**20**	**20**	**0**	**8**	**20**	**4**	**8**	**0**	**80**	**$ 8,008**	**$ 1,060**	**$ 9,068**
	TOTALS	**80**	**91**	**232**	**34**	**232**	**32**	**72**	**109**	**20**	**902**	**$ 113,815**	**$ 9,314**	**$ 123,129**

Expenses include:

Mileage reimbursement per mile	$	0.75
Computer/Communications Charge per labor	$	7.00
Markup on other project related expenses		10%

DRAFT

Agenda Item Number: **02**

Request For Council Action

Date Submitted	10/29/2021 01:04 PM
Proposed City Council Date	11/04/2021
Applicant	City of St. George
Subject	Consider approval of an ordinance amending and adopting fees for various services and recreational activities.
Background	Staff recommends adding a resident fee for the rental of City owned baseball and softball fields to accommodate local organizations.
Proposed Resolution	Staff recommends approval.
Cost	
Action Taken	
Requested by	Shane Moore
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND ADOPTING FEES FOR VARIOUS SERVICES AND RECREATIONAL ACTIVITIES

WHEREAS, the City of St. George has adopted a Master Fee Schedule for various services and recreational activities; and

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

WHEREAS, the City of St. George adopted a budget for fiscal year 2021-2022 incorporating the fee changes to the Master Fee Schedule which will become effective immediately.

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

PASSED AND ADOPTED by the City Council of the City of St. George this 4th day of November, 2021.

_____

Michele Randall, Mayor

ATTEST:

_____

Christina Fernandez, City Recorder

LEISURE SERVICES

FIELD RENTALS

Multi Use Fields and Baseball/Softball, practice "Approved Local Youth League" all sports	$4
Multi Use Field	Full size field rental $500, two undersized field Rental $800, three undersized $1000 OR $275/4-hr block
Multi Use Field -Tournament Use at Little Valley Fields	$6,000 a day (required to rent entire complex) - October 1 - ~~May 1~~ April 30
Adult Baseball or Softball, per field per game	$15
Use of Lights, per hour block	$10 per hour - Resident; $13 per hour - Non Resident
Baseball or Softball, per field per day	$300 OR $175/4-hr block during off season time (May 1 - September 30)
Softball -Tournament Use at Canyons Complex	$7,000 a day (required to rent entire complex) - October 1 - ~~May 1~~ April 30 - Non Resident
Softball -Tournament Use at Canyons Complex	$3,500 a day (required to rent entire complex) - October 1 - April 30 - Resident
Baseball -Tournament Use at Bloomington Fields/Little Valley Fields	~~$4,000 a day (required to rent entire complex)~~ $1,000 per field/per day - October 1 - ~~May 1~~ April 30 - Non Resident
Baseball -Tournament Use at Bloomington Fields/Little Valley Fields	$500 per field/per day - October 1 - April 30 - Resident
Baseball or Softball, Tournament Use ~~per field per day~~ (all other fields)	$1,000 per field/per day - October 1 - ~~May 1~~ April 30 - Non Resident
Baseball or Softball, Tournament Use (all other fields)	$500 per field/per day - October 1 - April 30 - Resident
Pickleball Court Reservation Daily	$60 per day per court - Resident; $78 per court per day - Non Resident
Pickleball Court Reservation Hourly	$10 per court per hour - Resident; $13 per court per hour - Non Resident
Tennis Court Reservations	$10 per court per hour
Tennis Court Reservations Day	$60
Volleyball Court Reservations	$10 per court per hour
Required deposits for ALL park/field rentals for special events	50% of the total rental fee
Community Garden	$30 per year, plus $40 deposit

DRAFT

Agenda Item Number: **03**

Request For Council Action

Date Submitted	10/29/2021 01:10 PM
Proposed City Council Date	11/04/2021
Applicant	SunRiver Leasing, LLC
Subject	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
Background	At the City Council meeting held on October 7, 2021, the City Council tabled this item until the November 4, 2021 meeting; however, the applicant has asked to move the item to the December 2, 2021 meeting.
Proposed Resolution	Staff recommends tabling the item.
Cost	
Action Taken	
Requested by	Carol Davidson
File Attachments	
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

DRAFT

Agenda Item Number: **04**

Request For Council Action

Date Submitted	10/27/2021 09:02 AM
Proposed City Council Date	11/04/2021
Applicant	Suburban Land Reserve
Subject	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
Background	The proposal is the change the future land-use map from LDR (Low Density Residential) to MDR(Medium Density Residential) for the purpose of building a new residential development in the area. The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-gpa-013slrfieldsccpacket102721090201.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 11/04/2021

SLR Fields General Plan Amendment (Case No. 2021-GPA-013)	
Request:	To amend the General Plan Land-Use Map from LDR (Low Density Residential) to MDR (Medium Density Residential)
Applicant:	Suburban Land Reserve
Representative:	Rollin Johnson
Location:	East of 3000 East Street and north of 1140 South Street
Existing General Plan:	LDR (Low Density Residential)
Proposed General Plan:	MDR (Medium Density Residential)
Existing Zoning:	A-1 (Agricultural)
Land Area:	Approximately 19.4 acres

BACKGROUND:
This is a General Plan Amendment for 19.4 acres generally located east of 3000 East Street and north of 1140 South Street. The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This property sits on the eastern boundary of St. George and is currently vacant. The applicant is also developing the property to the south.

This proposal will increase the density to this location for the purpose of blended in with the 41-acre development to the north called Park at Temple View which is also has the MDR (Medium Density Residential) land use designation. The Park at Temple View development was presented to the City Council on October 21, 2021 and was approved.

RECOMMENDATION:
Planning Commission recommended approval of this general plan amendment for SLR Fields.

ALTERNATIVES:
1. Approve this General Plan Amendment.
2. Deny this General Plan Amendment
3. Table the proposed General Plan Amendment to a specific date.

POSSIBLE MOTION:
I move we approve this General Plan Amendment for SLR Fields.

FINDINGS FOR APPROVAL:
1. The proposed land-uses are compatible with the surrounding land uses in this area.

Exhibit A

Applicant's Narrative

GENERAL PLAN AMENDMENT NARRATIVE

Suburban Land Reserve Property on 1140 South and 3000 East

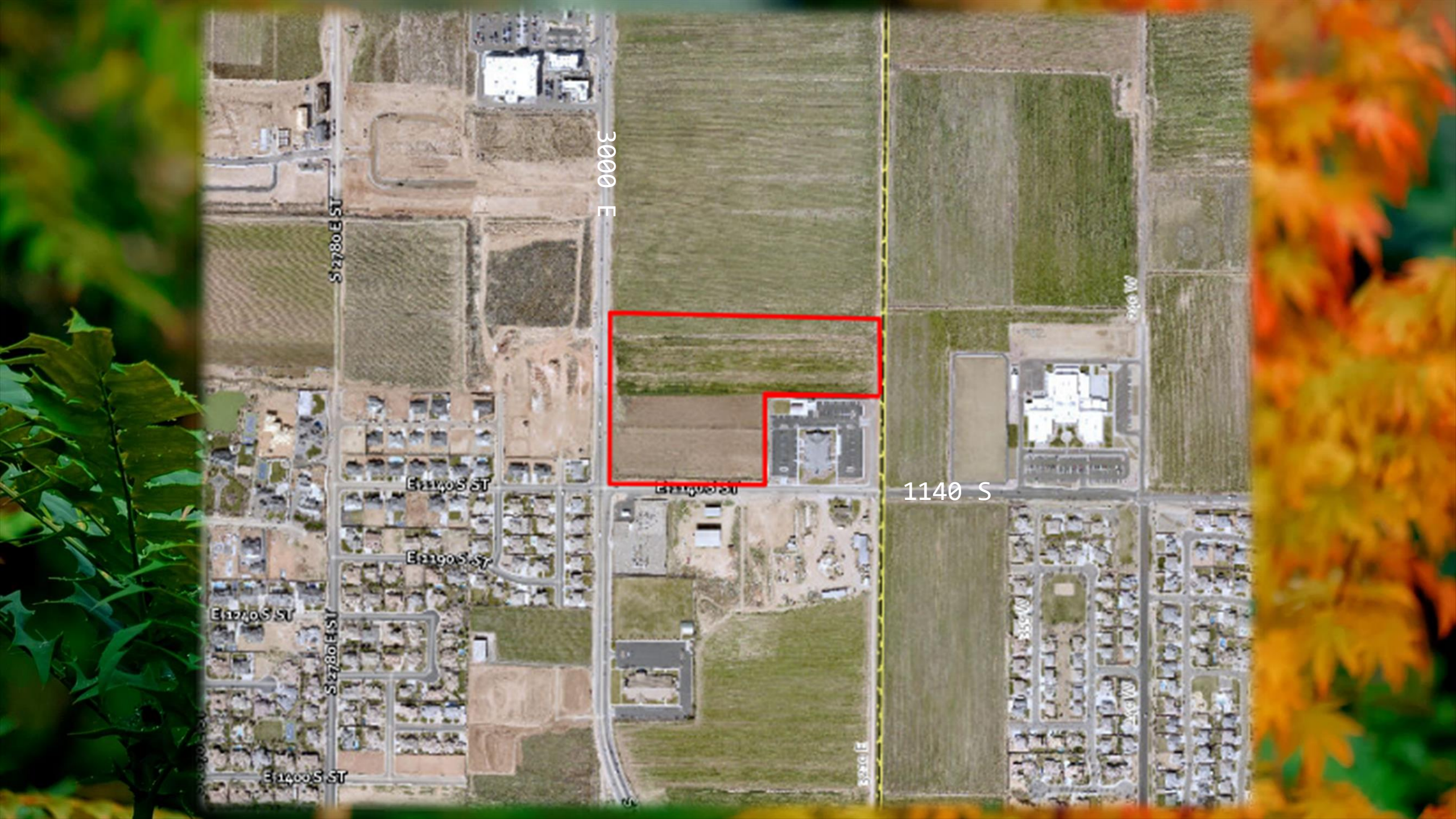
Suburban Land Reserve is proposing to amend the City of St. George General plan for the south 19.40-acre portion of Parcel SG-6506 from Residential Low Density (LDR) to Residential Medium Density (MDR). It is the intent of the developers to reserve the future use of the property for possible multi-family development.

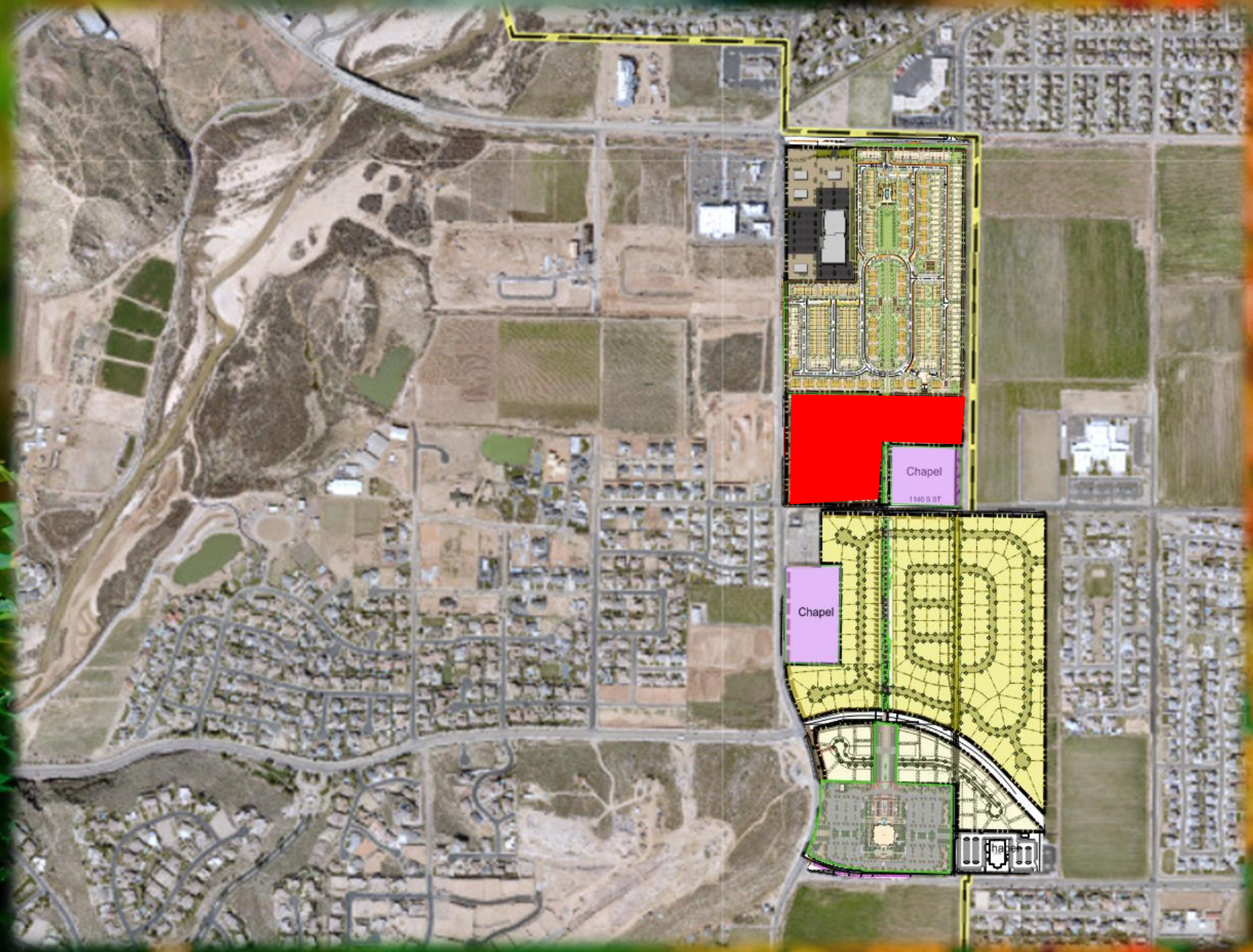
No specific project is currently under contract or planned for this parcel; however, the parcel location is suited to possible higher density residential uses due to the proposed medium density (MDR) residential project proposed along the north boundary, the existing power substation across from 1140 South Street along the south boundary, and the 3000 East Street 90-foot right-of-way forming a distinct physical barrier from the single-family residential located along the west boundary.

PowerPoint Presentation

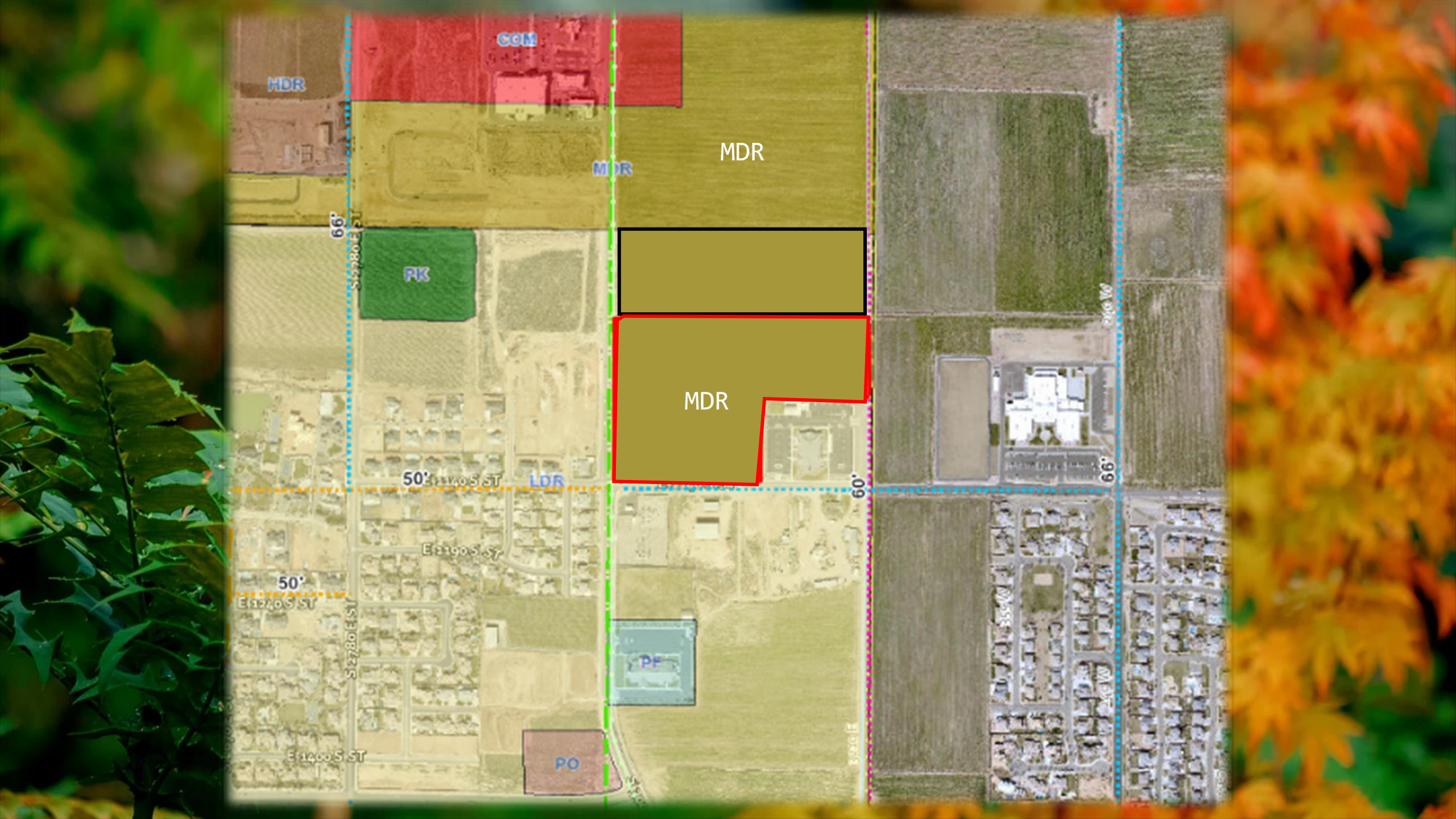
2021-GPA-013

SLR Fields
General Plan Amendment


3000 E
1140 S
S 2780 E ST
E 1140 S ST
E 1190 S ST
E 1400 S ST


Chapel
1140 S ST
Chapel

PD-C
PD-C
PD-R
PD-R
R-1-10
R-1-10
RE-20
R-1-12
R-1-12
R-1-12
A-1
R-1-12
R-1-12
PD-AP
A-1
Washington City
Washington County


COM
HDR
MDR
MDR
PK
MDR
50'
LDR
60'
66'
66'
50'
PF
PO

Planning Commission recommends approval of this general plan amendment

ORDINANCE NO._____

AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL) ON APPROXIMATELY 19.4 ACRES.

(SLR Fields)

WHEREAS, the applicant has requested a change to the General Plan Future Land Use Map from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 19.4 acres generally located east of 3000 East Street and north of 1140 South Street.

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on November 4, 2021; and

WHEREAS, the Planning Commission held a public hearing on October 12, 2021; and

WHEREAS, the City Council has determined that a change to the General Plan Future Land Use 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 General Plan Future Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 19.4 acres generally located east of 3000 East Street and north of 1140 South Street and more specifically described on 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 on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

DRAFT

Agenda Item Number: **05**

Request For Council Action

Date Submitted	10/26/2021 01:52 PM
Proposed City Council Date	11/04/2021
Applicant	St George City
Subject	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
Background	The underlying general plan is MDR (Medium Density Residential) with adjacent zoning of Com (Commercial) and RCC (Residential City Center). The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommended approval of the proposed General Plan Amendment.
Cost	
Action Taken	
Requested by	Mike Hadley
File Attachments	cc2021-gpa-010100southlibraryblock102621135201.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

GENERAL PLAN AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 11/04/2021

General Plan Amendment
100 South Library Block
Case No. 2021-GPA-010

Request:	A request to amend the General Plan from MDR (Medium Density Residential) to COM (Commercial) on approximately 2.89 acres.
Location:	Approximately 100 W and 100 S.
Area:	The total acreage is approximately 2.89 acres.
Applicant:	St George City
Current General Plan:	MDR (Medium Density Residential)
Current Zoning:	RCC (Residential City Center).
Requested General Plan:	COM on 2.89 acres.
Background:	This is a General Plan Amendment for land generally located at 100 W and 100 S. The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. The City owns multiple parcels along 100 South: 164 W 100 S, 142 W 100 S, and 82 S 100 W. A General plan amendment is being wanted to plan for future development.
Recommendation:	Staff recommends approval of this proposed General Plan Amendment.
Alternatives:	1. Recommend approval of this General Plan Amendment. 2. Recommend denial of this General Plan Amendment 3. Table the proposed General Plan Amendment to a specific date.
CC Motion:	The City Council approves of the General Plan Amendment to amend the General Plan from MDR (Medium Density Residential) to Commercial on a total area of approximately 2.89 acres.

Vicinity Map

100 SOUTH LIBRARY BLOCK GENERAL PLAN AMENDMENT

CASE NO. 2021-GPA-010

LOCATION

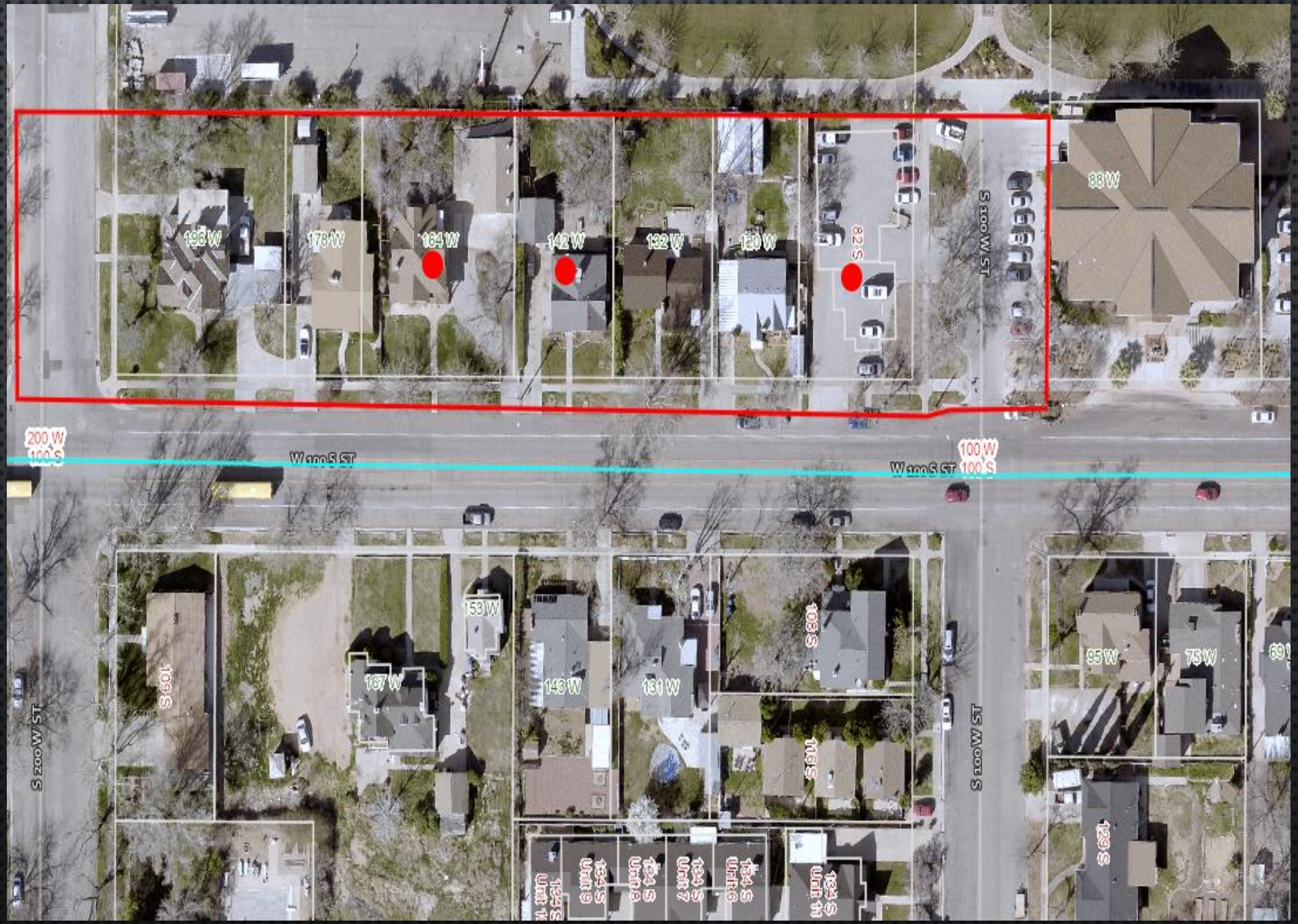
201 W
Unit A232
S 200 W ST
787 S
889 S
195 W
178 W
164 W
142 W
132 W
120 W
828 S
S 100 W ST
88 W
200 W
100 S
W 100 S ST
100 South
100 W
100 S
W 100 S ST
1061 S
1091 S
167 W
153 W
143 W
131 W
1083 S
95 W
ST
ST

ZONING

196 W
178 W
164 W
142 W
132 W
120 W
82 S
88 W
C-4
200 W
100 S
RCC
100 W
100 S
153 W
108 S
95 W
75 W
69 W
109 S
167 W
143 W
131 W
116 S
129 S

GENERAL PLAN LAND USE DESIGNATION

CITY OWNED PROPERTIES



POSSIBLE MOTION:

I MOVE WE APPROVE THIS GENERAL PLAN AMENDMENT TO AMEND THE GENERAL PLAN LAND-USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON A TOTAL AREA OF APPROXIMATELY 2.89 ACRES.

ORDINANCE NO._____

AN ORDINANCE CHANGING THE CITY GENERAL PLAN FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 2.89 ACRES.

(100 S Library Block)

WHEREAS, the property owner has requested a general plan amendment from MDR (Medium Density Residential) to COM (Commercial) on approximately 2.89 acres, The site is generally located at 1620 West Traverse Dr.

WHEREAS, the Planning Commission held a public meeting on this request on October 12, 2021; and

WHEREAS, the City Council recommends approval of the requested general plan amendment; and

WHEREAS, the City Council has determined that the requested zone change amendment 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 General Plan Map is hereby ordered to be changed to reflect the amendment to the General Plan on 2.89 acres. The General Plan 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 4th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

ST GEORGE CITY SUR PLAT A BLK 17 (SG) Lot: 1 BEG SE COR LOT 1 BLK 17 PLAT A SGCS TH W 4.5 RDS; TH N 8 RDS; TH E 4.5 RDS; TH S 8 RDS TO POB.
ALSO
ST GEORGE CITY SUR PLAT A BLK 17 (SG) Lot: 1 W 57.75 FT S1/2 LOT 1 BLK 17 PLAT A SGCS.
ALSO
ST GEORGE CITY SUR PLAT A BLK 17 (SG) Lot: 2 E1/2 S1/2 LOT 2 BLK 17 PLAT A SGCS
ALSO
ST GEORGE CITY SUR PLAT A BLK 17 (SG) Lot: 2 W1/2 S1/2 LOT 2 BLK 17 PLAT A SGCS
ALSO
ST GEORGE CITY SUR PLAT A BLK 17 (SG) Lot: 3 BEG SE COR LOT 3 BLK 17 PLAT A SGCS TH W 91 FT; TH N 132 FT; TH E 91 FT TO E BDRY LOT 3; TH S 132 FT TO POB.
ALSO
ST GEORGE CITY SUR PLAT A BLK 17 (SG) Lot: 3 BEG SW COR LOT 3 BLK 17 PLAT A SGCS TH W ALG S LN LOT 4 19 FT; TH N 132 FT; TH E 60 FT; TH S 132 FT M/L TO S LN LOT 3; TH W ALG S LN 41 FT M/L TO POB BEING W 41 FT S1/2 LOT 3 & E 19 FT S1/2 LOT 4 BLK 17.
ALSO
ST GEORGE CITY SUR PLAT A BLK 17 (SG) W 113 FT OF S1/2 LOT 4 BLK 17 PLAT A SGCS.

Exhibit “B”

DRAFT

Agenda Item Number: **06**

Request For Council Action

Date Submitted	10/26/2021 01:10 PM
Proposed City Council Date	11/04/2021
Applicant	Logan Blake
Subject	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
Background	The underlying general plan is OS (Open Space) with adjacent zoning of R-1-10 (Single Family Residential 10,000 sq ft minimum lot size) and Mining & Grazing. The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommended approval of the proposed General Plan Amendment.
Cost	
Action Taken	
Requested by	Mike Hadley
File Attachments	cc2021-gpa-011tonaquintridge102621131050.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

GENERAL PLAN AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA: 11/04/2021

General Plan Amendment
Tonaquint Ridge
Case No. 2021-GPA-011

Request:	A request to amend the General Plan from OS (Open Space), to LDR (Low Density Residential) on approximately 2.18 acres.
Location:	Generally located 1620 West Traverse Dr
Area:	The total acreage is approximately 2.18 acres.
Applicant:	Logan Blake
Current General Plan:	OS (Open Space)
Current Zoning:	R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot) and M&G (Mining and Grazing).
Requested General Plan:	LDR (Low Density Residential) on 2.18 acres.
Background:	This is a General Plan Amendment for land generally located at 1620 W Traverse Dr. The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City.
Recommendation:	Staff recommends approval of this proposed General Plan Amendment.
Planning Commission:	The Planning Commission recommended approval of the proposed General Plan Amendment.
Alternatives:	1. Recommend approval of this General Plan Amendment. 2. Recommend denial of this General Plan Amendment 3. Table the proposed General Plan Amendment to a specific date.
CC Motion:	The City Council approves of the General Plan Amendment to amend the General Plan from OS (Open Space) to LDR (Low Density Residential) on a total area of approximately 2.18 acres.

Vicinity Map

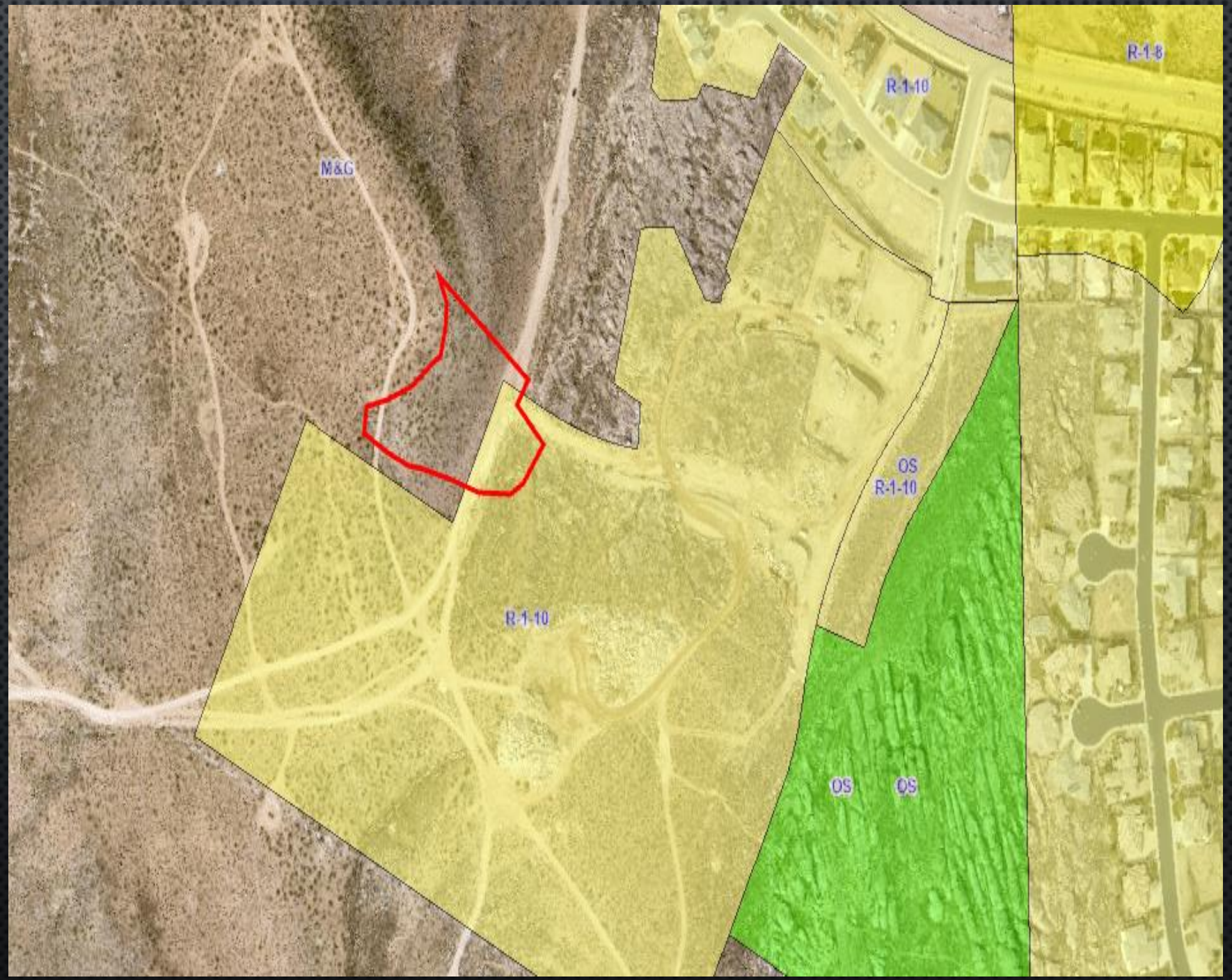
TONAQUINT RIDGE GENERAL PLAN AMENDMENT

CASE NO. 2021-GPA-011

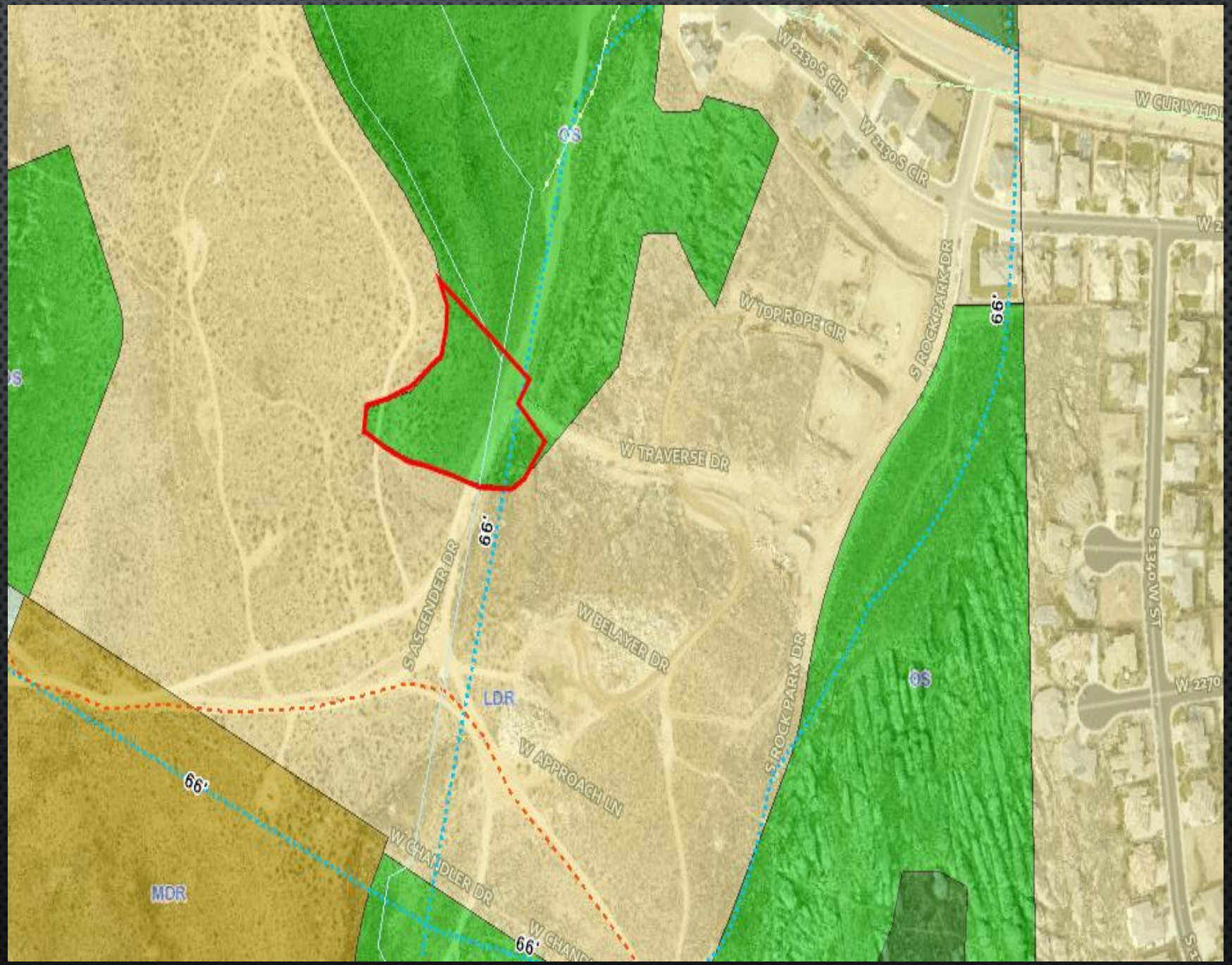
LOCATION

W 2130 S CIR
W TOP ROPE CIR
S ROCK PARK DR
W TRAVERSE DR
S ASCENDER DR
W BELAYER DR
S ROCK PARK DR
W APPROACH LN
W CHANDLER DR

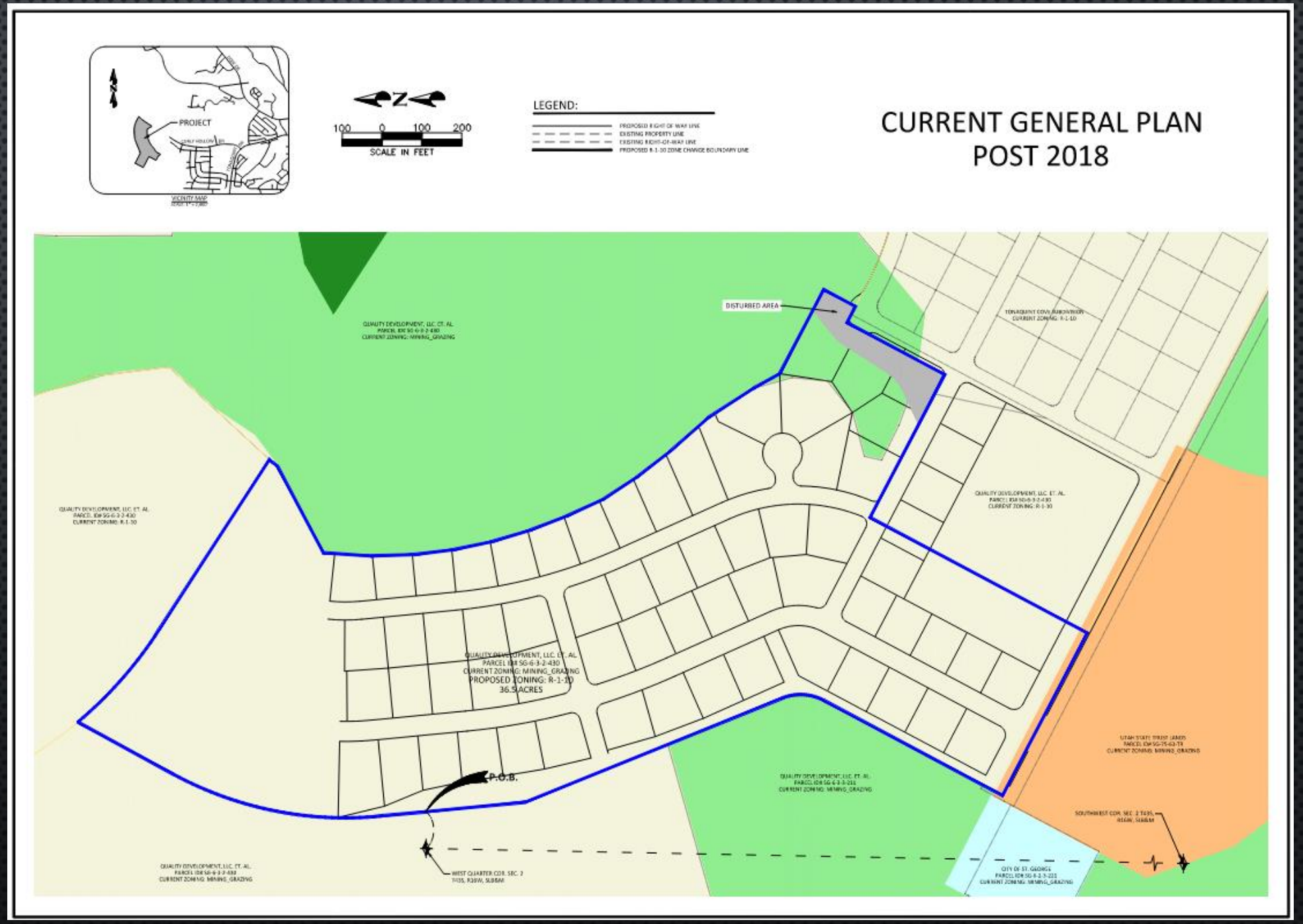
ZONING



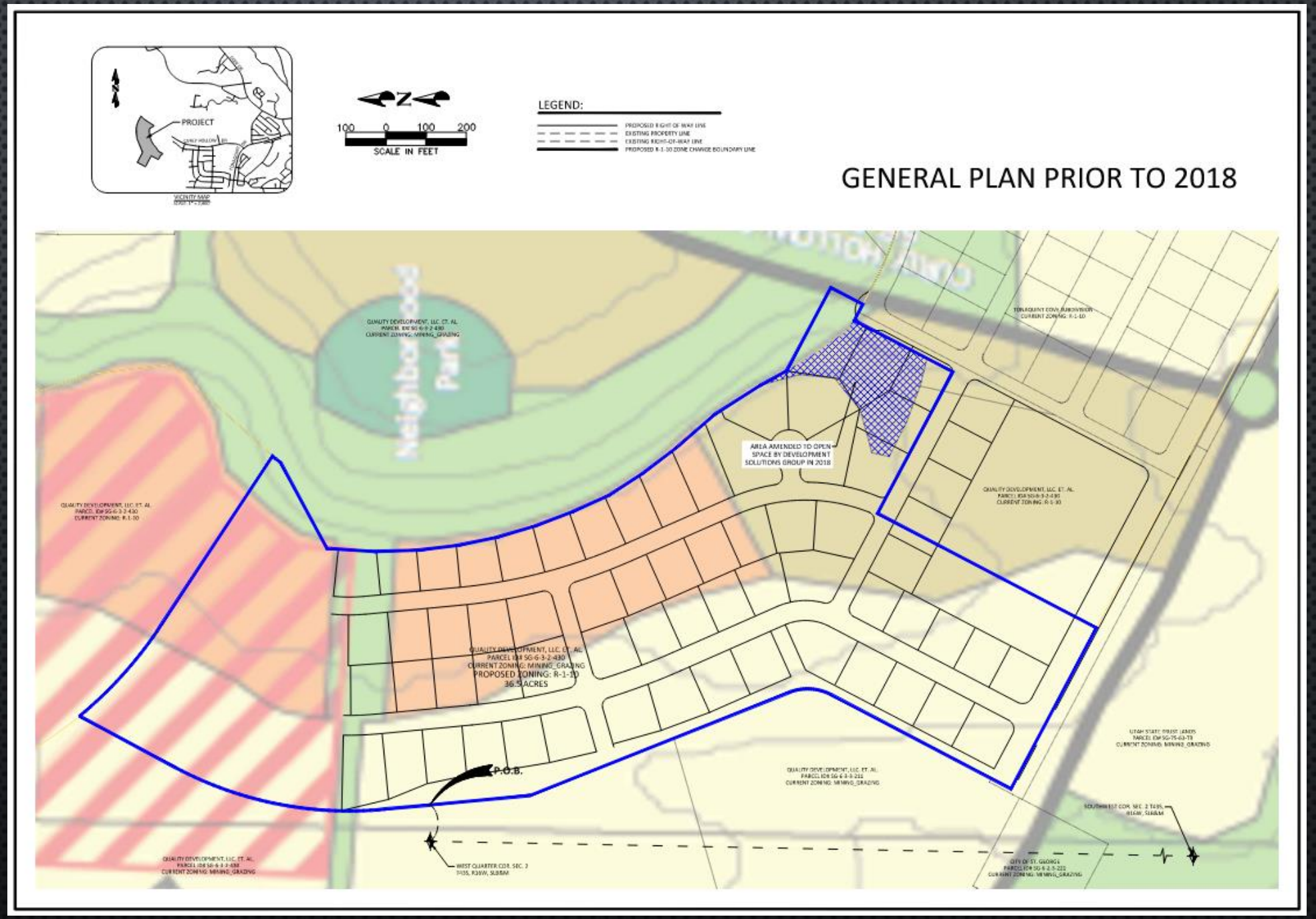
GENERAL PLAN LAND USE DESIGNATION



CURRENT GENERAL PLAN



GENERAL PLAN PRIOR TO 2018.



ORDINANCE NO._____

AN ORDINANCE CHANGING THE CITY GENERAL PLAN FROM OS (OPEN SPACE) TO LDR (LOW DENSITY RESIDENTIAL) ON APPROXIMATELY 2.18 ACRES.

(Tonaquint Ridge)

WHEREAS, the property owner has requested a general plan amendment from OS (Open Space) to LDR (Low Density Residential) on approximately 2.18 acres, The site is generally located at 1620 West Traverse Dr.

WHEREAS, the Planning Commission held a public meeting on this request on October 12, 2021; and

WHEREAS, the City Council recommends approval of the requested general plan amendment; and

WHEREAS, the City Council has determined that the requested zone change amendment 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 General Plan Map is hereby ordered to be changed to reflect the amendment to the General Plan on 2.18 acres. The General Plan 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 4th day of November 2021.

_____
Michele Randall, Mayor

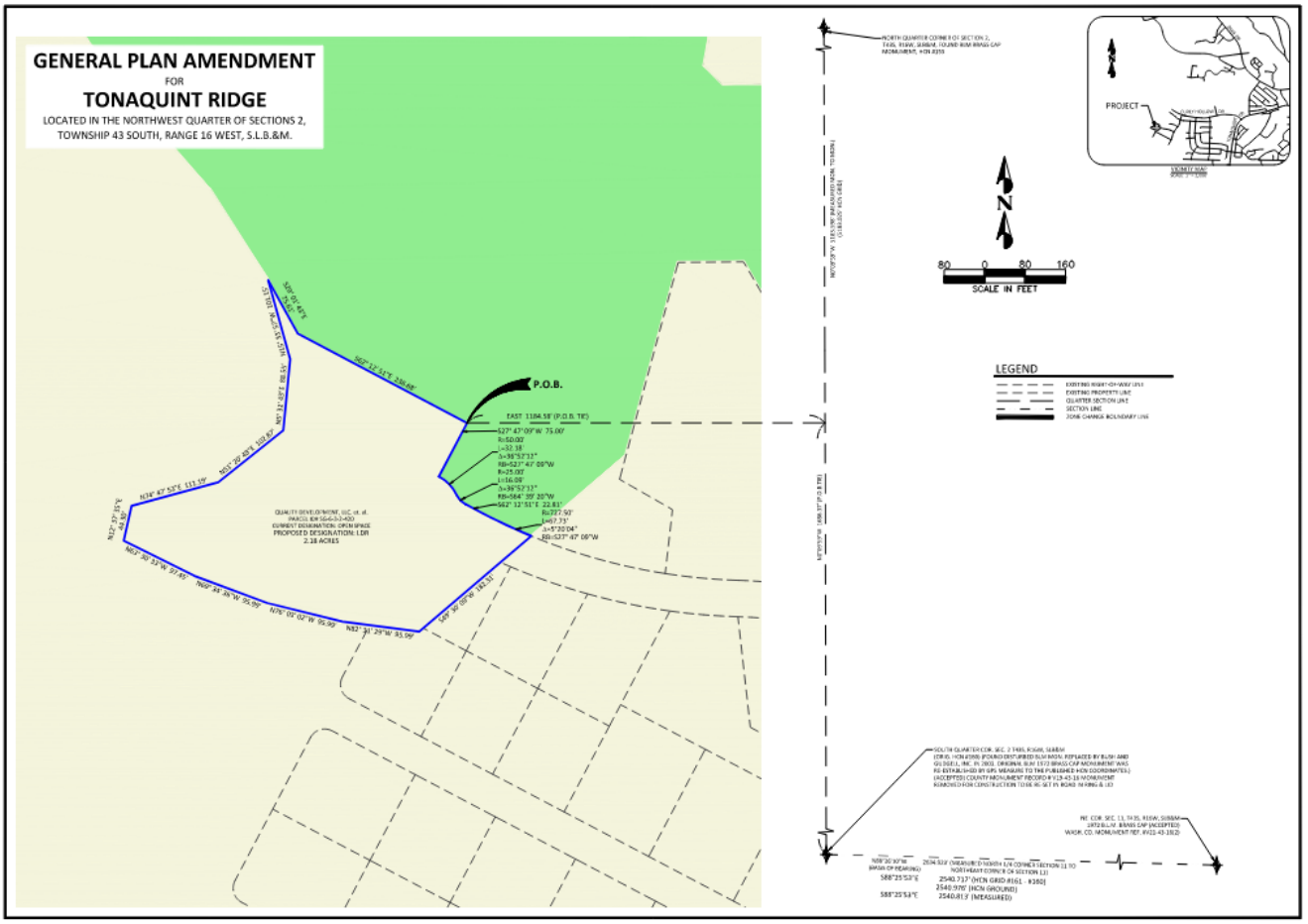
ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

SOUTH QUARTER COR. SEC. 2 T43S, R16W, SLB&M N0°09'59"W 1686.37'; EAST 1184.58’ to POB. THENCE S27° 47' 09"W 75.00'; R=50.00'L=32.18'D=36°52'12”; RB=S27° 47' 09"W R=25.00' L=16.09' D=36°52'12"RB=S64° 39' 20"W S62° 12' 51"E 22.81'R=727.50' L=67.73' D=5°20'04" RB=S27° 47' 09"W; S49°30’09W 182.31; N82° 31' 29"W 95.99'; N76° 03' 02"W 95.99';N69° 34' 36"W 95.99'; N63° 30' 33"W 97.45'; N12° 37' 35"E 44.30; N74° 47' 53"E 111.19'; N51° 20' 48"E 102.87; N5° 32' 43"E 88.55'; N15° 33' 57"W 101.15; S29° 01' 43"E 75.61; S62° 12' 51"E 236.68' TO POB.

Exhibit “B”



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Agenda Item Number: **07**

Request For Council Action

Date Submitted	10/27/2021 11:42 AM
Proposed City Council Date	11/04/2021
Applicant	Cole West Development
Subject	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
Background	The proposal is for a multi-family project consisting of 20 condo units with an overall density in phase 5 of 6.9 dwelling units per acre. The underlying general plan is TC (Town Center).
Proposed Resolution Cost	Planning Commission recommended approval of the application.
Action Taken	
Requested by	Dan Boles
File Attachments	cc2021-zca-075desertcolorph5lots514515102721114200.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

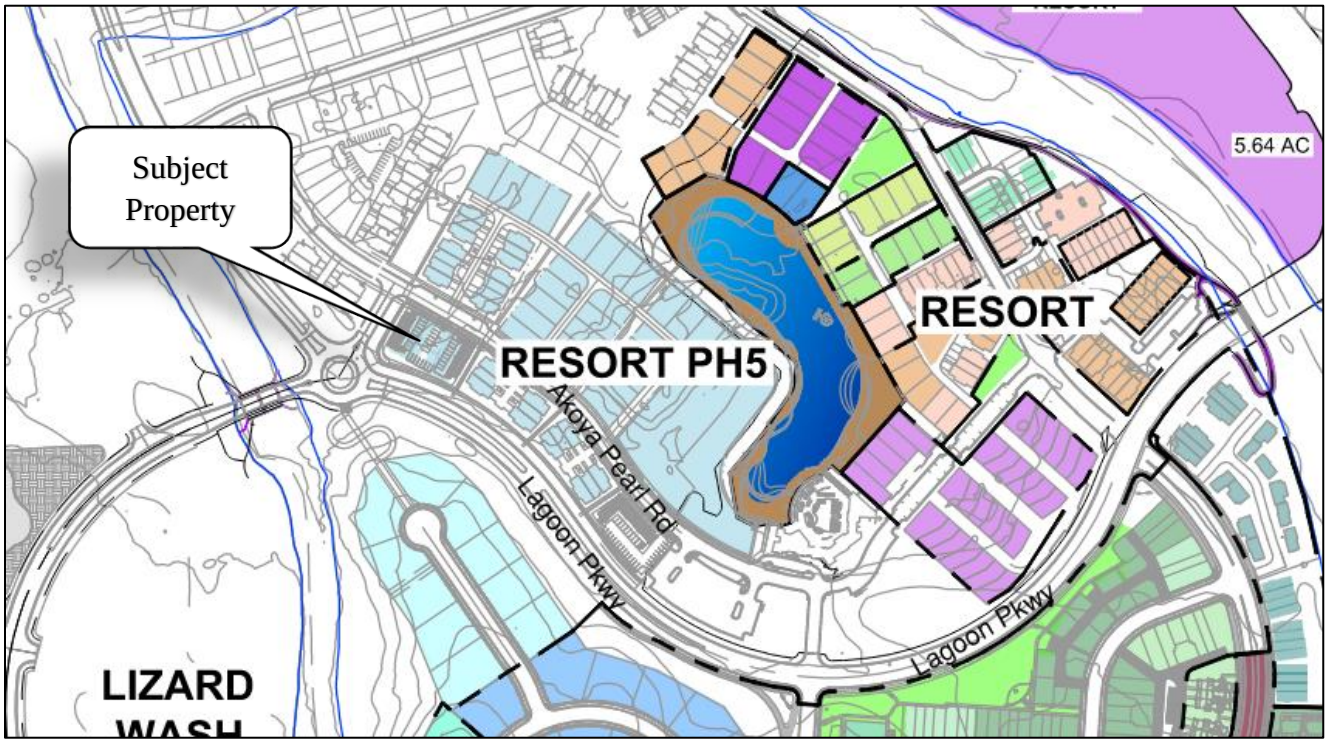
St.George
Community Development

ZONE CHANGE AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 11/04/2021

Zone Change Amendment
Desert Color (Phase 5 Lots 514 & 515)
Case No. 2021-ZCA-075

Request:	Consider a Zone Change Amendment to the Desert Color PD-R to develop Lot 514 & 515 of Desert Color Resort Phase 5.
Applicant:	Cole West Development
Representative:	Eric Day
Area:	0.61 Acres
Location:	Generally located east of I-15 and south of Southern Parkway – west of the lagoon
Current Zone:	PD-R - TNZ-Resort (Planned Development Residential, Traditional Neighborhood Zone – Resort)
General Plan:	TC (Town Center)



Background:
The Desert Color development was approved in 2018 after years of refining by the developer, city staff, Planning Commission and City Council. The idea of the resort area is to provide an area that will provide more density (minimum 20 du per acre) and where property owners may rent their homes on a short-term basis if desired. In this area, amenities are centered around the amenities which in this case is the lagoon, the club house, swimming pool, etc. To compliment these amenities, trails and civic space provide additional recreation and lounging opportunities. This particular phase and lot is on the west side of the resort directly adjacent to the lagoon.

The subject lots are part of phase 5 of Desert Color Resort but was left undesigned anticipating further review in the future. Lots 501, 514, 515, and 545 were all labeled "Future Parcel." Lots 514 & 515, will, if approved, provide twenty multi-family units on just over half an acre. Phase five as a whole will yield a total of approximately 6.9 units per acre.

Addressing the TNZ-Resort area of the development, the Desert Color zone plan states that the resort area "*is where a mix of primary residential and secondary residential, vacation rentals, hotels, and other hospitality-oriented uses may be located. The PD TNZ Resort neighborhood pattern of development shall adhere to Chapter 8B Traditional Neighborhood Zone ("TNZ") or as modified herein and shall be designated where short term residential rental properties are permitted as outlined in St. George City Ordinances…".* In the resort area, unlike the NG (Neighborhood General) and NE (Neighborhood Edge) designations which require 50% cumulative single-family designations, the resort only requires 15% single family. The resort designation requires three different building forms in addition to the single-family form.

There are a couple of major differences between the resort area and the NG areas. The resort encourages a greater density by allowing for densities that are greater than 20 dwelling units per acre. Secondly, the resort is anchored by a central prominent recreation amenity, lagoon or civic space. In this case, the recently completed lagoon and clubhouse are those amenities and all development feeds off of those amenities.

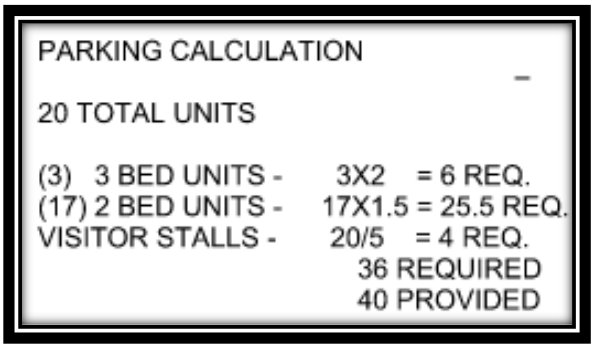
The development standards for TNZ-Resort zones are as follows:

1. **Pattern of development**. The pattern of development is required to follow the Traditional Neighborhood Zone (TNZ) guidelines found in Chapter 7H of the Zoning Regulations. In Section 7H-1-B of the Zoning Regulations, it suggests the traditional block design to be used for the pattern of development. The traditional block design uses a grid street pattern. The traditional block design also includes street cross-sections that promote pedestrian activity. Off-street parking is to be placed at the rear of the buildings and is designed for pedestrian activity as opposed to creating a car-oriented environment.

   Overall, Phase 5 uses the grid pattern as much as possible within the limits of its space. The plan makes use of streets, drive-aisles, alleys, and sidewalks for access. The street cross-sections found in the preliminary plat depict pedestrian friendly corridors. Sidewalks will connect each building and unit to the rights-of-way.

2. **Civic Space.** The TNZ-Resort developments, which Resort phase 5 is, requires that 5% be dedicated to civic space. The zone plan also allows the required civic space to be spread out through the overall neighborhood, in this case, Desert Color Resort. Staff asked the applicant to provide an updated breakdown of civic space in the resort area. In phase 5, approximately 12% is dedicated to civic space while 17% of the resort area is dedicated to civic space if the lagoon is removed. With the addition of the lagoon, the total resort area has approximately 39% civic space. Additional amenities and landscaping are being provided on the rooftops of the buildings as well.

3. **Parking.** The parking requirements for Desert Color vary depending on the number of bedrooms with a maximum requirement of two spaces per unit. The applicant has provided the following table:



Twenty parking stalls are covered in this proposal. They are meeting and exceeding the requirements of the Desert Color zone plan.

4. **Building and Streetscapes.** The applicant is proposing two buildings on the site. The design is very similar (though not identical) to the product recently approved on lot 501. The Desert Color Design Review Committee has reviewed the building and has given preliminary approval.

   There are several architectural guidelines that these units must follow. These items, found in section 3.5 of the zone plan are:
   a. **Guideline A.** Each building that is greater than one story must have a clear delineation between the levels. The proposed buildings all delineate the floor boundaries. Each building is also required to use high quality materials such as brick, stone, stucco, cement clapboard siding or similar materials. The proposed buildings satisfy this guideline by the use of stucco, clapboard siding, and metal accents.
   b. **Guideline B.** No building can be twice the height of the building adjacent to it or across the street. The proposed buildings are designed at approximately 39.5 feet to the top of the rooftop trellis or approximately 37 feet to the top of the highest parapet. The other buildings approved with phase five are 24 feet or higher making the proposed building compliant with this section of the zone plan.

c. **Guideline C.** All of the proposed units are required to have a prominent entryway through the use of a porch, stoop or similar feature. Each ground floor unit will have a raised entryway such as a porch or similar feature. Each entryway is clearly defined.
d. **Guideline D.** The streetscape will be required to adhere to Section 3.2, Local and Collector Street Cross Section standards found in the Desert Color Zoning Plan. Additionally, signage and street lighting is outlined in this section.
e. **Guideline E.** Walls and Fencing. Walls and fencing are not proposed at this time.
f. **Guideline F.** The applicant is not proposing any accessory structures in this phase of the development.
g. **Guideline G.** The landscape standards require a 15' wide landscape strip along the right-of-way of any property facing a public street unless it is occupied by a building, driveway, etc. City code requires that five years after planting, all landscape areas are at least 50% covered with foliage of shrubs, and live-vegetative ground cover. A detailed landscape plan will need to be submitted with the construction drawings.

5. **Lighting.** The lighting for these phases will be required to be night-sky friendly fixtures. Pedestrian level lighting is strongly encouraged. A lighting plan has not been submitted with these plans, but staff will ensure that the lighting meets the standards during the site plan process.

Recommendation:
Planning Commission held a public hearing on this request and recommends approval of this PD Amendment with the following comments and conditions:

1. All units will meet the required parking standards whether on street or on-site.
2. They will provide screening to the roof top to screen from the neighboring property.

Alternatives:

1. Approve as presented.
2. Approve with conditions.
3. Deny the application.
4. Table the proposed zone change amendment to a specific date.

Possible Motion:
"I move that we the zone change amendment for the Desert Color Phase 5 Lots 514 & 515 as presented, case no. 2021-ZCA-075, based on the findings listed in the staff report."

Findings for Approval:

1. The proposed amendment meets the requirements of the Desert Color zoning plan as approved by City Council.
2. There will be adequate parking to facilitate the development.

EXHIBIT A
POWERPOINT PRESENTATION

Desert Color
Phase 5 Lots 514 & 515

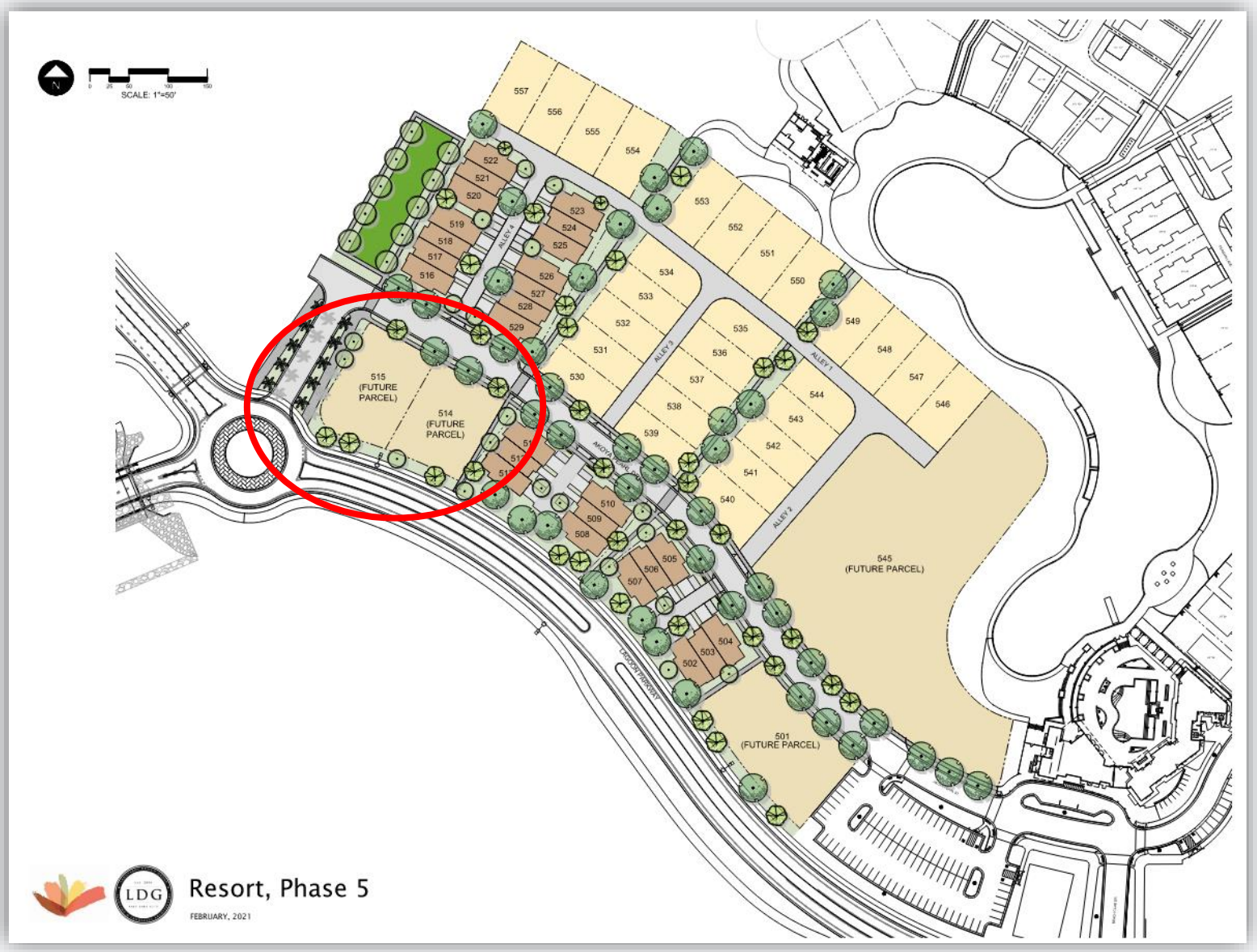
2021-ZCA-075

Zoning Map

PURA LN
PURA CIR
SAVOY LN
CYAN LN
MARILLA DR
PD-R
PERIWINKLE LN
PERSIAN LN
AKOYA PEARL RD
PD-R
PD-R
940 W 5390 S
960 W 5430 S
1000 W 5460 S
940 W 5470 S
930 W 5450 S
870 W 5440 S
900 W 5480 S
910 W 5490 S
870 W 5510 S
780 W 5490 S
820 W
Desert Color Phase 5 Lots 514 & 515
0 95 190 380 570 760
Feet
N

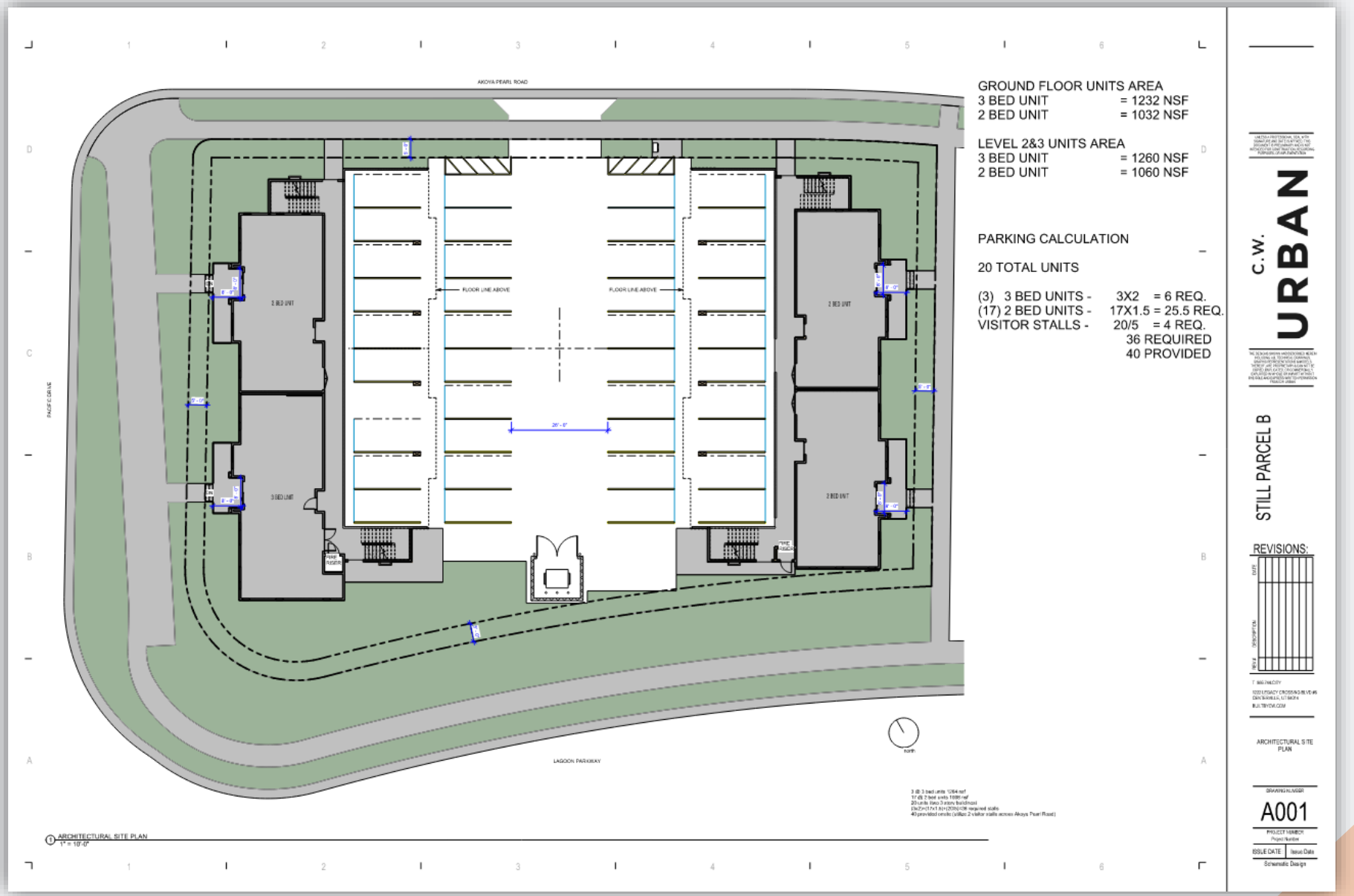
Phase 5 Site Plan

Phase 5 Site Plan



Civic Space & Density

Proposed Site Plan



Elevations

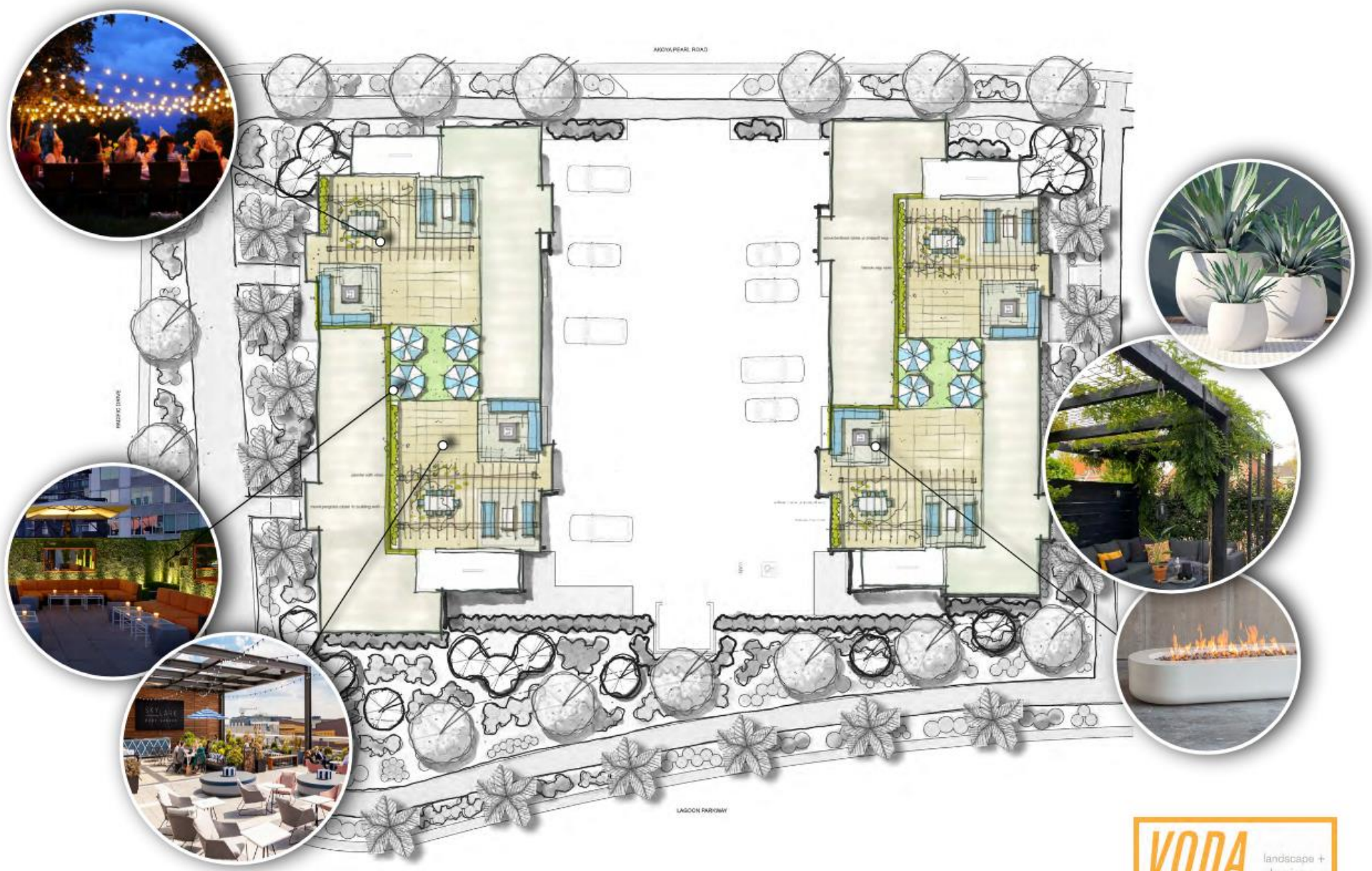
C.W.
URBAN
STILL PARCEL B
REVISIONS:
ELEVATIONS
A200
ISSUE DATE
Schematic Design
PARAPET 2
PARAPET 1
ROOF BEARING
LEVEL 3
LEVEL 2
LEVEL 1
Lagoon Parkway Facade
Pacific Drive Facade

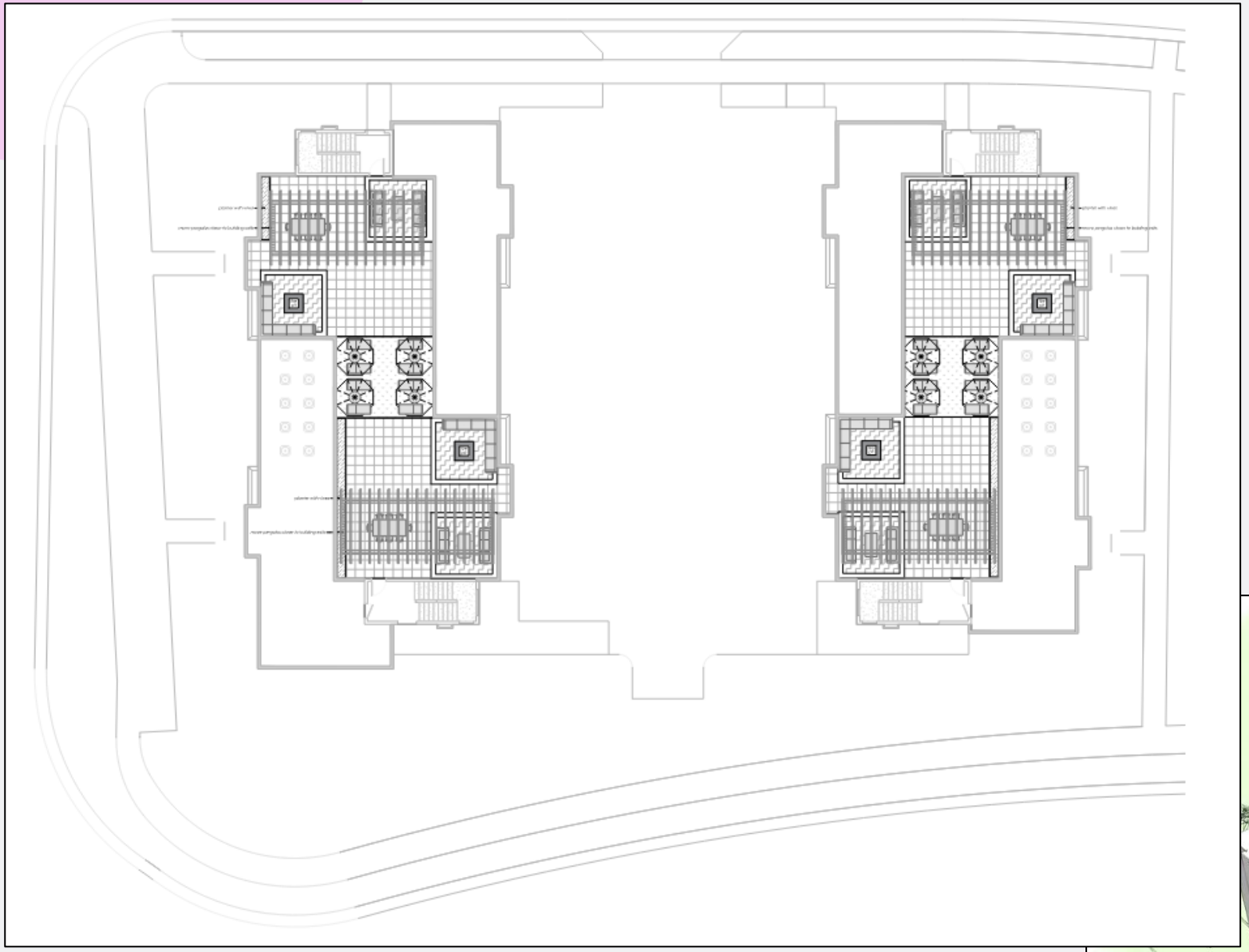
Agua Pearl Drive Facade
Interior Facade

Renderings

1 View From Lagoon Parkway

2 View From Akoya Pearl Road


ARROYO PEARL ROAD
LAGOON PARKWAY
VODA
landscape +
planning



Landscape Plan

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE EXISTING DESERT COLOR PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ZONE ON APPROXIMATELY 0.61 ACRES TO APPROVE THE ADDITION OF 20 NEW MULTI-FAMILY UNITS IN THE DESERT COLOR DEVELOPMENT WITH ELEVATIONS AND SITE PLAN.

(Cove at Desert Color Phase 5 Lots 514 & 515)

WHEREAS, the property owner has requested a zone change amendment to the existing PD-R zone on approximately 0.61 acres, to approve the addition of 20 multi-family units to the PD and approve elevations and site layout. The site is generally located east of I-15 and south of Southern Parkway; and

WHEREAS, the City Council held a public meeting on this request on November 04, 2021; and

WHEREAS, the Planning Commission recommends approval of the requested zone change amendment; and

WHEREAS, the City Council has determined that the requested zone change amendment 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 PD-R (Planned Development Residential) zone on 0.61 acres. The zone change amendment and location 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 4th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

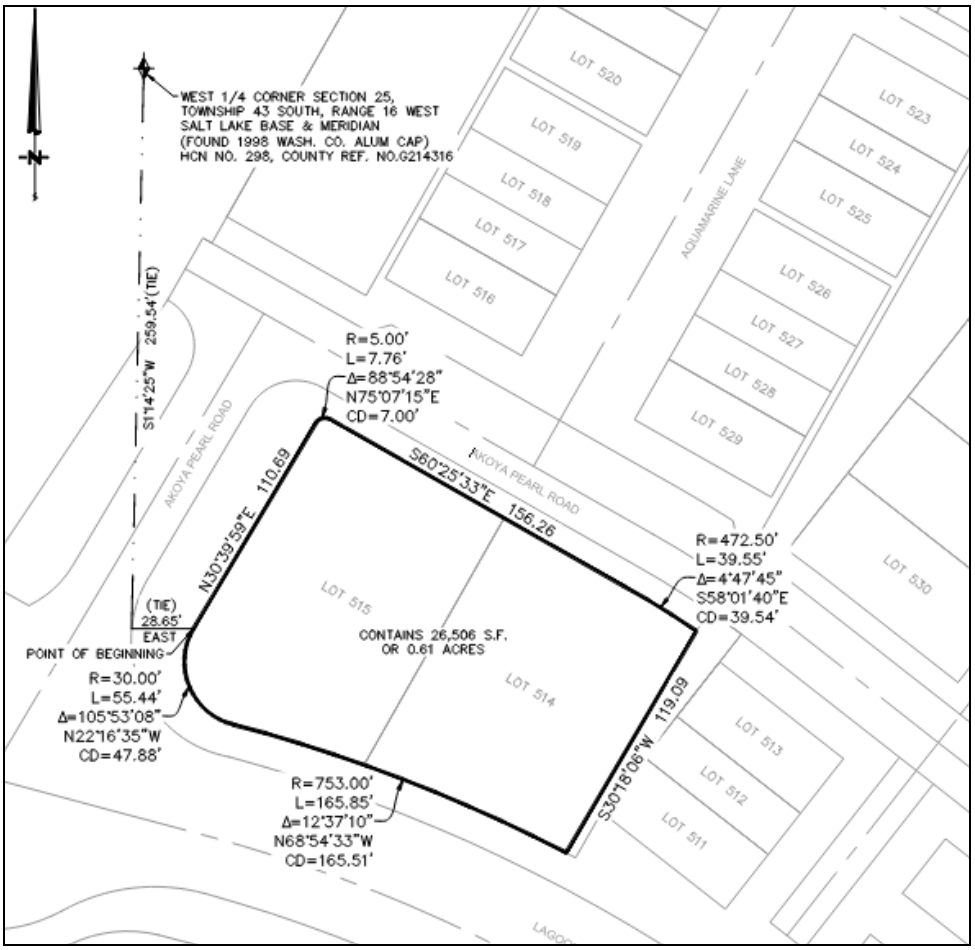
_____
Christina Fernandez, City Recorder

EXHIBIT A
Legal Description

A parcel of land located in southwest quarter of Section 25, of Township 43 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that lies South 01°14'25" West along the section line 259.54 feet, and East 28.65 feet, from the West Quarter Corner of said Section 25, and running thence North 30°39'59" East 110.69 feet; thence easterly along a 5.00 foot radius curve to the right, (long chord bears North 75°07'15" East a distance of 7.00 feet), center point lies South 59°19'59" East through a central angle of 88°54'28", a distance of 7.76 feet; thence South 60°25'33" East 156.26 feet; thence southeasterly along a 472.50 foot radius curve to the right, (long chord bears South 58°01'40" East a distance of 39.54 feet), center point lies South 29°34'27" West through a central angle of 04°47'45", a distance of 39.55 feet; thence South 30°18'06" West 119.09 feet; thence westerly along a 753.00 foot radius non-tangent curve to the left, (long chord bears North 68°54'33" West a distance of 165.51 feet), center point lies South 27°24'02" West through a central angle of 12°37'10", a distance of 165.85 feet; thence northwesterly along a 30.00 foot radius reverse curve to the right, (long chord bears North 22°16'35" West a distance of 47.88 feet), center point lies North 14°46'52" East through a central angle of 105°53'08", a distance of 55.44 feet, to the point of beginning.

Containing 26,506 square feet or 0.61 acres.



DRAFT

Agenda Item Number: **08**

Request For Council Action

Date Submitted	10/26/2021 04:19 PM
Proposed City Council Date	11/04/2021
Applicant	Maverik, Inc.
Subject	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
Background	This is a request for an amendment to the Tonaquint Center PD (Planned Development) to add â€œgas pumps/gas stationâ€• to the approved use list which already allows â€œconvenience marketâ€• and to allow for the construction of a Maverik convenience store and gas station. The site is approximately 2.57 acres.
Proposed Resolution	Planning Commission held a public hearing and recommends approval of the application with conditions.
Cost	
Action Taken	
Requested by	Dan Boles
File Attachments	cc2021-zca-043dixiedrivemaverik102621161944.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: 10/12/2021
CITY COUNCIL AGENDA REPORT: 11/04/2021

ZONE CHANGE AMENDMENT
Dixie Drive Maverik
Case No. 2021-ZCA-043

Request: This is a request for an amendment to the Tonaquint Center PD (Planned Development) to add "gas pumps/gas station" to the approved use list which already allows "convenience market" and to allow for the construction of a Maverik convenience store and gas station. The site is approximately 2.57 acres.

The PD was approved in 1998 leaving little information about its creation. Staff was able to locate the approved use list which listed "convenience market" as an approved use but did not include "gas pumps/gas station." Whether that was an intentional deletion is not likely but because it is unclear, the applicant is requesting that that use be included in the list of permitted uses in the PD.

On March 26, 2020, the applicant brought forth an application for a PD amendment for a C-store and fuel pumps. The application was denied due to the lack of compatibility of the use with the cemetery. The applicant has waited a year and made some drastic changes to the buffer and landscaping between the cemetery and the subject property and believes it now better suited for the site.

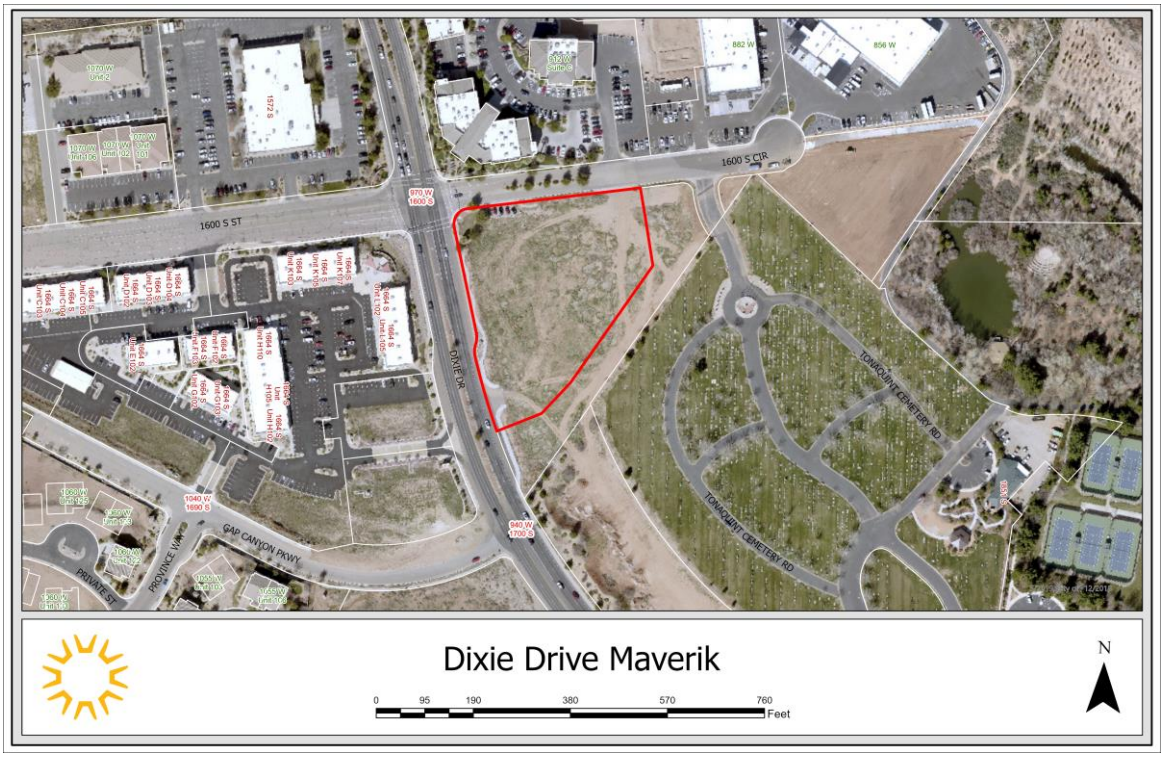
Current Project: This PD amendment is requested to approve conceptual layout of the site. Additionally, the applicant out of caution is proposing to add "gas pumps/gas station" to the use list. No changes to the zoning designation are being proposed.

Project Name: Dixie Drive Maverik

Location: The property is located on the south-east corner of 1600 South and Dixie Drive.

Acreage: Approximately 2.57 acres

Applicant/ Representative: Maverik, Inc.



Current Zone: PD-C (Planned Development Commercial)

General Plan: COM (Commercial), PK (Parks)

Adjacent Zones: The property is completely surrounded by PD-C zoning with the exception of the south-east boundary (Cemetery) which is R-1-10.

Ordinance: This project is submitted for review in compliance with Section 10-8D-6 "Planned Development - Commercial Standards."

Site Plan: The proposed conceptual site plan shows a single 4,425 sq ft building (convenience store) approximately in the center of the site with gas pumps and canopy to the west. The parking area is shown surrounding the store with a small bank to on the north property line adjacent to 1600 South. An important aspect of this site plan is the proposed 10' high, 40' wide berm on the south-east boundary which is intended to buffer the cemetery to the south-east. While staff supports the concept of the buffer, parks department had some comments that may make it more visually appealing (see comments below).

Building/Canopy: Convenience Store: The proposed building is 29 feet tall meeting the requirement that a building in a PD be no greater than 50' tall. It is also 4,425 square feet total. The applicant has provided color

elevations and materials. The primary materials are stone, Fiberboard, metal composite materials.

Gas Canopy: Another important aspect of this building is the muted colors of the proposed gas canopy. The canopy will be similar is height and scale as a typical Maverik canopy, however, due to the proximity to the cemetery, they have agreed to mute the colors as presented herein. They will also have the lights on a dimmer that will significantly dim the lighting level if no activity is sensed within five minutes.

Parking: 4,425/250 = 18 spaces. The site plan depicts 45 stalls to be constructed, mainly around the C-Store. The parking lot is required to dedicate 5% to landscaping. The applicant will have to provide that calculation at site plan stage though it appears that the site will have no problems meeting that requirement.

Landscaping: City Code requires 15' average along the public street, as well as 5% of the parking lot. That can be an average but may not be less than six feet in width. The site plan indicates that they will meet this requirement. The applicant is proposing a 10-foot tall, 40-foot-wide landscape berm with trees, shrubs and other plantings on the south-east side of the site adjacent to the cemetery. The parks department is supportive of the concept, but as indicated previously, has some comments that they believe will make the berm more attractive (see comments below). The landscape plan will be reviewed in greater detail during the site plan review.

Uses: The use list was approved with the original application in 1998. One of the uses on the list is "Convenience market." Though a convenience store typically (though not always) also includes gasoline sales, the applicant is proposing add "gas pumps/gas station" to the use list to make sure there is no question on the use. No other changes are proposed.

Signs: A sign was submitted as part of the application. The proposed sign would be 15 feet tall by 7'9" wide. Other signs will meet the requirements of the sign code.

Staff Comments: Staff recommends approval of the application with consideration of the following comments:

1. Use List – The applicant is proposing to add the use "grocery store" to the approved use list. No other changes are proposed.

2. Roadway(s) - The developer will be responsible for installing roadway improvements as necessary along Dixie Drive and 1600 South.

3. Building Design – Conceptual building elevations, colors, and materials have been provided for review and discussion.

4. SPR – Future SPR (Site Plan Review) applications and plans shall be submitted and approved by staff (*the SPR is the civil engineering plan set*).

5. Building Height – The applicant is requesting a building height of approximately 29 feet. This is compliant with city code which allows 50' in the PD-C zone.

6. Lighting – A preliminary lighting plan has been submitted and will be further reviewed as part of the site plan request. All lighting will need to be shielded, down-facing and meet all aspects of the zoning code.

7. Landscaping - With the submittal of a SPR application, a landscape and irrigation plan will be required. A conceptual landscape plan has been submitted for initial review and attached to this staff report.

Parks Department Comments:

1. The proposed 10' tall by 40' wide berm/buffer seems excessive and rigid. It would look better if the berm had some undulations and rock retaining walls.
2. The proposed 10' tall by 40' wide berm/buffer takes up quite a bit of cemetery space in Section 9 that could be used for burial plots.
3. The plant list should be changed. There are other trees and shrubs that will perform better in this location. Do not use Pink Dawn Chitalpa as it is very susceptible to diseases.
4. There are two large existing trees on the corner of 1600 South and Dixie Drive that are proposed to be removed. The city's Shade Tree Board will need to approve removing the trees.
5. In the Site Elements & Design, paragraph 3 it says the berm landscape will be minimal. It seems we would like this to be more heavily landscaped to enhance the buffering between Maverik and the cemetery.
6. Who is in charge of maintaining the berm and landscaping associated with the berm?
7. In the Landscape paragraph it says that the plant mix was outlined by the city, but as stated in comment three above there are better plants to use in this location.

Recommendation: Planning Commission recommends approval of this Zone Change Amendment with the following conditions:

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 (see above).
2. That the canopy colors are muted as shown in the exhibit shown on the drawings attached to this 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 doesn't 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.

Alternatives:

1. Approve as presented.
2. Approve with changes.
3. Deny the application.
4. Table the proposed zone change amendment to a specific date.

Possible Motion:

I move we approve the Zone Change Amendment to Tonaquint Planned Development for the Dixie Drive Maverik 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. That Maverik has revised the site plan to add additional landscaping and screening between the site and the cemetery.

Exhibit A

Applicant Narrative

185 SOUTH STATE STREET
SUITE 800
SALT LAKE CITY, UT 84111
801-936-5557 | MAVERIK.COM

September 22, 2021

Attn: City of St. George
Planning and Zoning Department

RE: Proposed Zone Change Amendment, SEC Dixie Drive & 1600 South, St. George, UT
Development Narrative

Project Description & Proposed Uses

Maverik proposed the development of 2.57 Acres located within the south east corner of the intersection of Dixie Drive and 1600 South in St. George, Utah. The subject development will include the construction of an approximately 4,425 square foot convenience store as well as the associated 7 fueling position forecourt and canopy and installation of the requisite utilities and fuel tanks. The proposed convenience sales will include fuel, packaged beer and wine and tobacco products, fresh food and packaged food and sundries. The facility will provide restrooms available for customer use and will operate 24 hours a day.

Site Elements & Design

The site plan included within this application illustrates the developments proposed layout and the amenities. Both existing access points onto 1600 South will be utilized post development, although the western of the two will utilized only for right-in/right-out movements. The existing access on Dixie Drive will also remain in use, as a right-in/right out. The access locations provided and provided internal circulation area will minimize traffic impacts on the surrounding area.

The proposed convenience store will be centrally located, and 46 parking stalls will be provided on the full perimeter of the building and along the north side of the property. The fueling canopy and tanks will be located on the west side of the site, as will an air station for customer use. A patio area with tables will be provided on the north side of the store for customer use.

Landscaping will be installed along the right of way of both 1600 South and Dixie Drive and a landscape buffer/berm is proposed along the south/east perimeter of the site adjacent to the existing cemetery. No variances from landscaping requirements are requested and drought tolerant plantings and ground cover will be utilized. All on-site landscaping will be maintained by Maverik, however, the minimal landscaping and grade changes between the proposed development and the adjacent parcel will be maintained by the owner of that parcel (The City has communicated they are in discussions with the current owner to purchase this property).

185 SOUTH STATE STREET
SUITE 800
SALT LAKE CITY, UT 84111
801-936-5557 | MAVERIK.COM

A trash enclosure will be located at the southeast corner of the building, away from the frontage of both 1600 South and Dixie Drive. Planting immediately south of the enclosure will provide additional screening.

Maverik has worked with both the City's Planning department and the City Attorney to understand how to appropriately design the proposed development in alignment with the adjacent land uses, including the modification of our prototypical new store preferences as follows:

Lighting: Maverik has reduced the proposed site lighting significantly, dropping the average intensity below even those requirements listed within the City of St George's code and requirements. Lighting at critical guest and employee safety points (trash enclosure vicinity, areas of vehicle pedestrian interaction) has been designed just at the City's allowable level to maintain safe operation, however the following design changes were made specifically:

- Low Light Canopy lights are low profile lighting.
- Fixtures along the perimeter are equipped with an integral louver to reduce backlight and any bleed over the property line.
- All exterior lighting are equipped with dimmers connected to motion sensers which will reduce the light down to 50% after 5 minutes of no activity.
- All fixtures point down with zero up lighting.

Landscaping: Maverik has incorporated a dramatic berm, designed per the City Planning Department's requested grade and height requirements, to act as a buffer along the cemetery adjacent portion of the site. The plant mix along this buffer was specifically outlined by the City and will provide 'line of sight' shielding of the Maverik from within the Cemetery.

Signage/Elevations: Maverik has modified its prototypical fuel canopy to incorporate a less visually striking color scheme and has reduced on-site signage dramatically. The attached elevations illustrate the following changes

- Fuel Canopy color adjusted from red to a neutral tone
- Free standing Signage limited along frontage to a single monument sign
- On-canopy and building signage limited to specifically those elements deemed acceptable within our discussions with Planning staff.

Site Use

The store use will specifically be requested as a Convenience Store with Fuel Pumps. As directed by planning, and to address language in the code, it is necessary to define the specific use to accommodate fuel dispensers.

185 SOUTH STATE STREET
SUITE 800
SALT LAKE CITY, UT 84111
801-936-5557 | MAVERIK.COM

Store Operations

Maverik, Inc owns and operates over 320 stores in 11 states including existing facilities within the St. George area. Maverik employs over 4,800 people who are eligible for health benefits (Health, Dental, and Vision Insurance), long and short-term disability, tuition reimbursement, 401 (k) matching contribution opportunities, gym reimbursement, scholarships, paid time off, etc. This store will employ approximately 15 to 18 employees. Store employees receive training in over 40 different aspects of the job including safety, point of sale, service, alcohol sales and identification verification, management and customer service.

Store Exteriors

The building elevations, materials and floor plan depict the architect style and theming typical of the Maverik brand, with the noted changes listed above to create a visual more in-line with the adjacent use types. The exterior of the building will consist of metal roof elements, fiber cement, cultured stone, glass storefront, and steel truss beams. HVAC equipment will be situated on the store roof and screened from view by a parapet wall, consistent with code requirements for screening roof mounted mechanical equipment and blending in with the surrounding community. The fuel canopy includes design elements and materials consistent with the store, and our prototypical theme has been adjusted to a more neutral theme with reduced on canopy signage, both lit and static.

Site and building approvals will adhere to all required codes and design review conditions. The proposed Maverik convenience store and fueling facility will be a positive addition to the neighborhood and St. George's economy.

Thank you for your review, please call me (801) 865.4212 if you have any questions regarding this application or project.

Thank-you!

Rich Piggott, Sr. Planning Project Manager
Maverik, Inc.

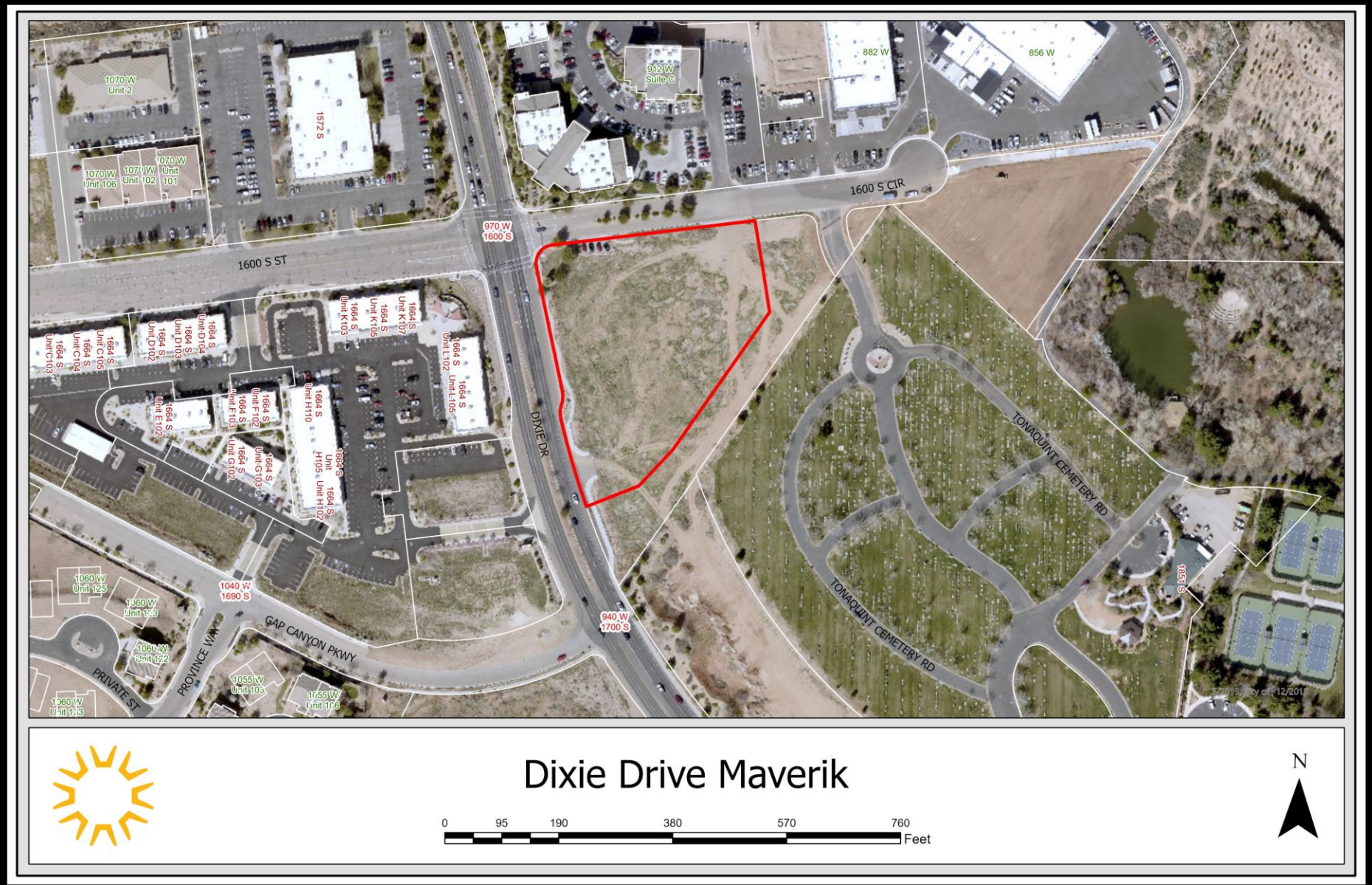
Exhibit B

PowerPoint Presentation

Dixie Drive Maverik PD Amendment

2021-ZCA-043

Aerial Map

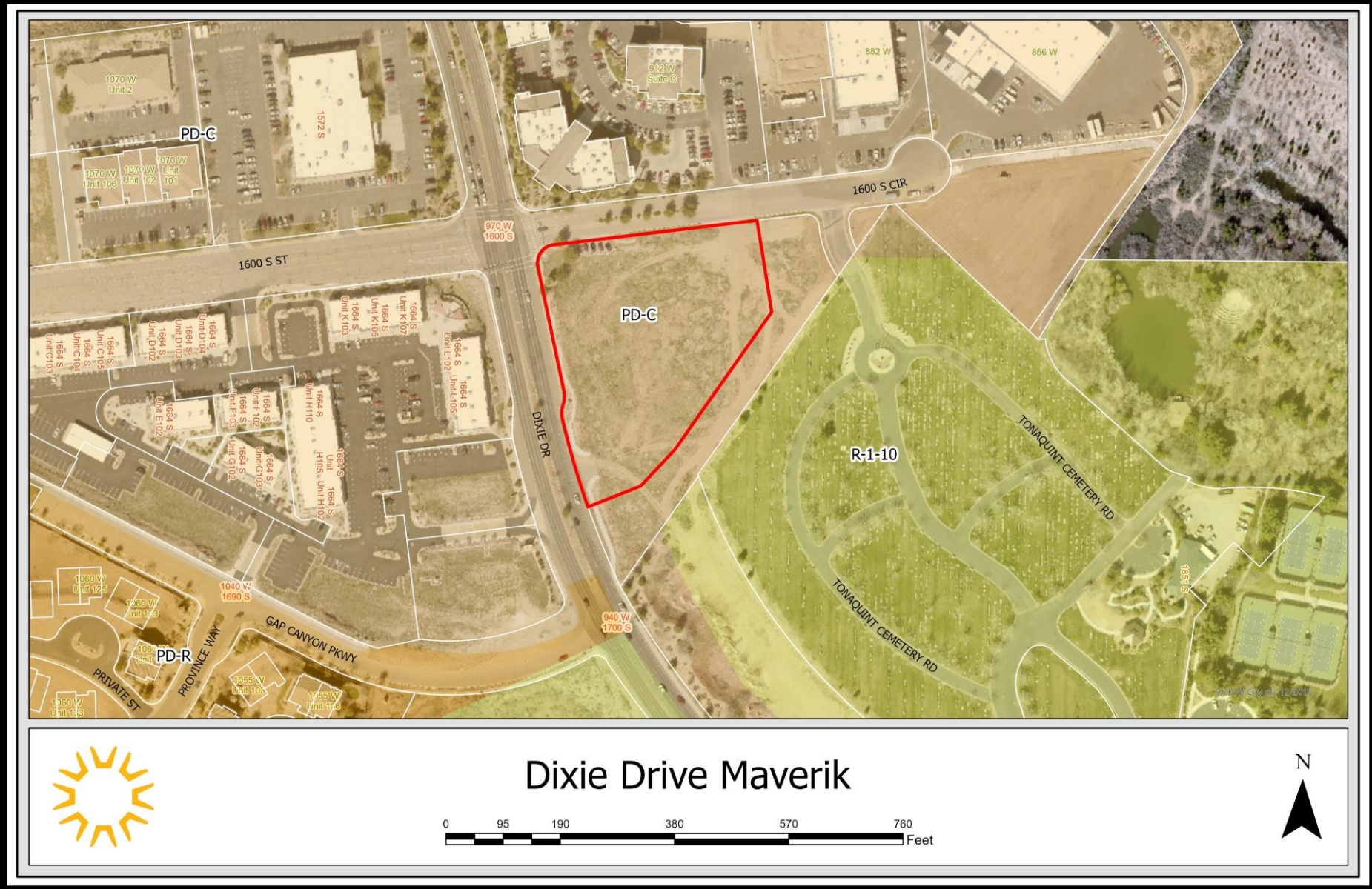


Dixie Drive Maverik

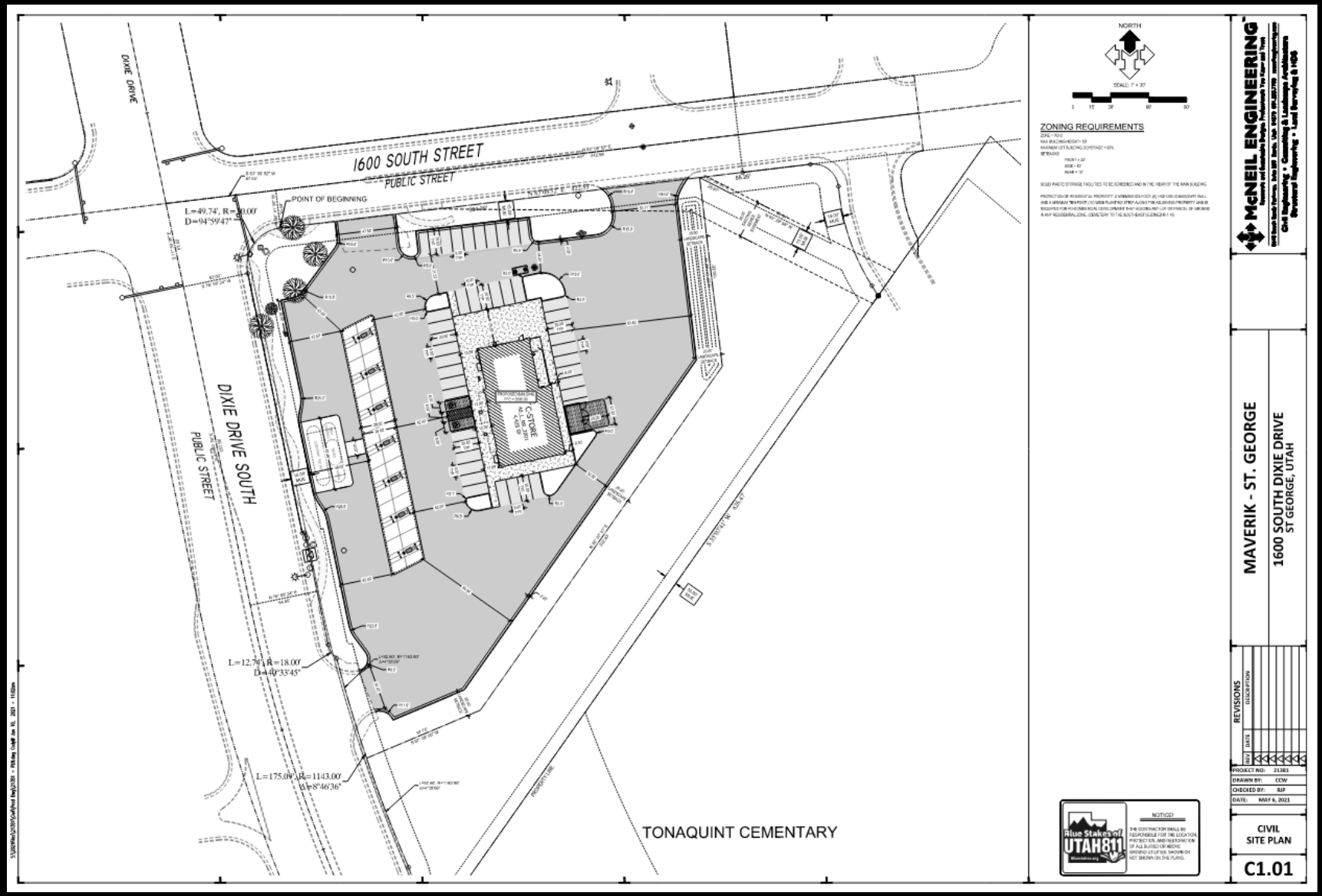
0 95 190 380 570 760 Feet

N

Zoning Map

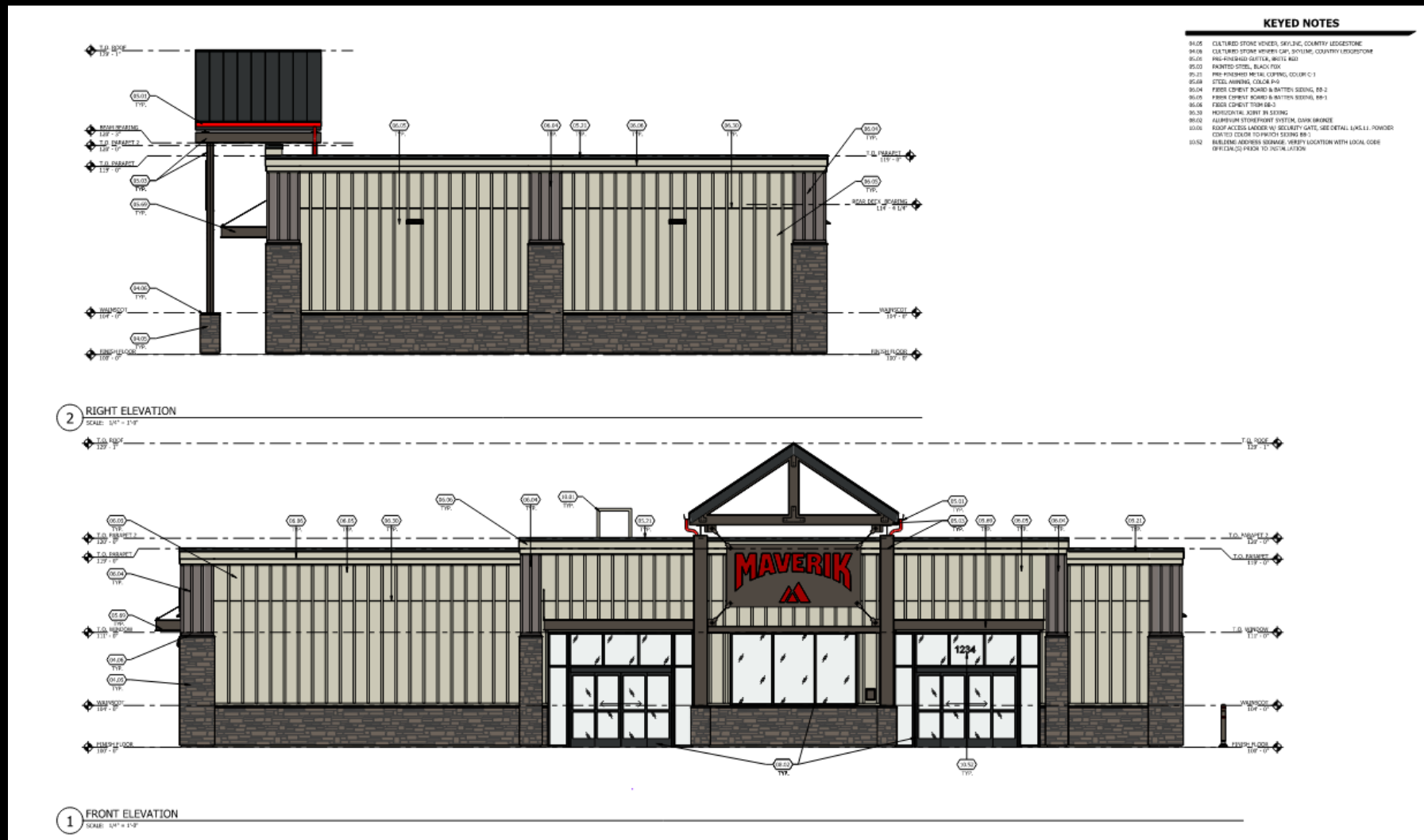

PD-C
PD-C
R-1-10
PD-R
1600 S ST
1600 S CIR
DIXIE DR
GAP CANYON PKWY
PROVINCE WAY
PRIVATE ST
TONAQUINT CEMETERY RD
TONAQUINT CEMETERY RD
970 W 1600 S
940 W 1700 S
1040 W 1690 S
1572 S
912 W Suite C
882 W
856 W
1851 S
Dixie Drive Maverik
0 95 190 380 570 760
Feet
N

Proposed Site Plan



Concept Landscape Plan

Proposed Elevations



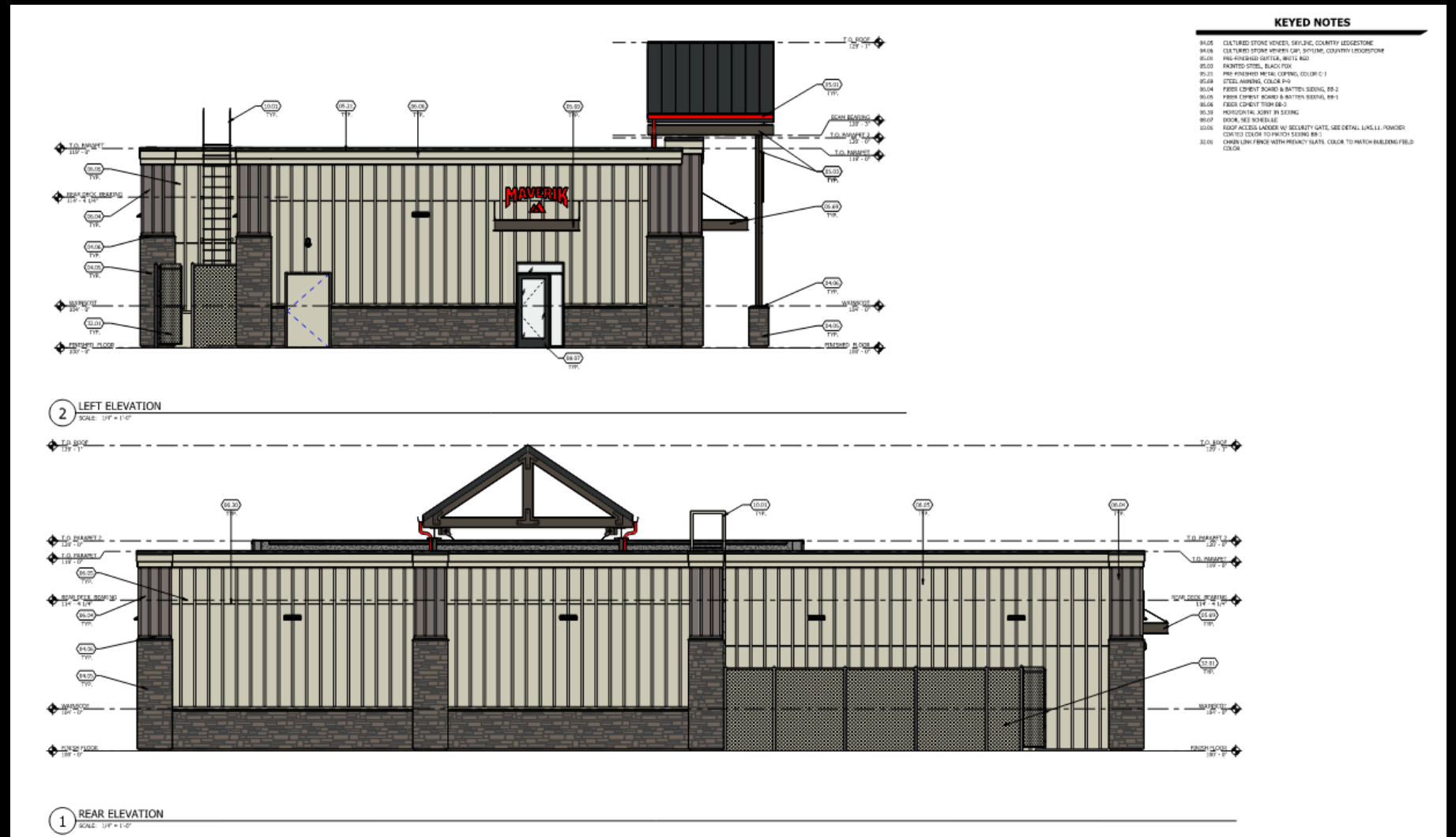
PROPOSED MAVERIK C-STORE

Prototype Version: 40_L_RR_2101
Building Square Footage: 4,425 SF
Construction Type/Occupancy Classification: V-B / M

A-4 | EXTERIOR ELEVATIONS

MAVERIK
185 S. State Street
Salt Lake City, Utah 84111

Proposed Elevations



PROPOSED MAVERIK C-STORE

Prototype Version: 40_L_RR_2101
Building Square Footage: 4,425 SF
Construction Type/Occupancy Classification: V-B / M

A-5 | EXTERIOR ELEVATIONS

MAVERIK
185 S. State Street
Salt Lake City, Utah 84111

Building Perspectives

2 FRONT LEFT BUILDING PERSPECTIVE

1 FRONT RIGHT BUILDING PERSPECTIVE

PROPOSED MAVERIK C-STORE

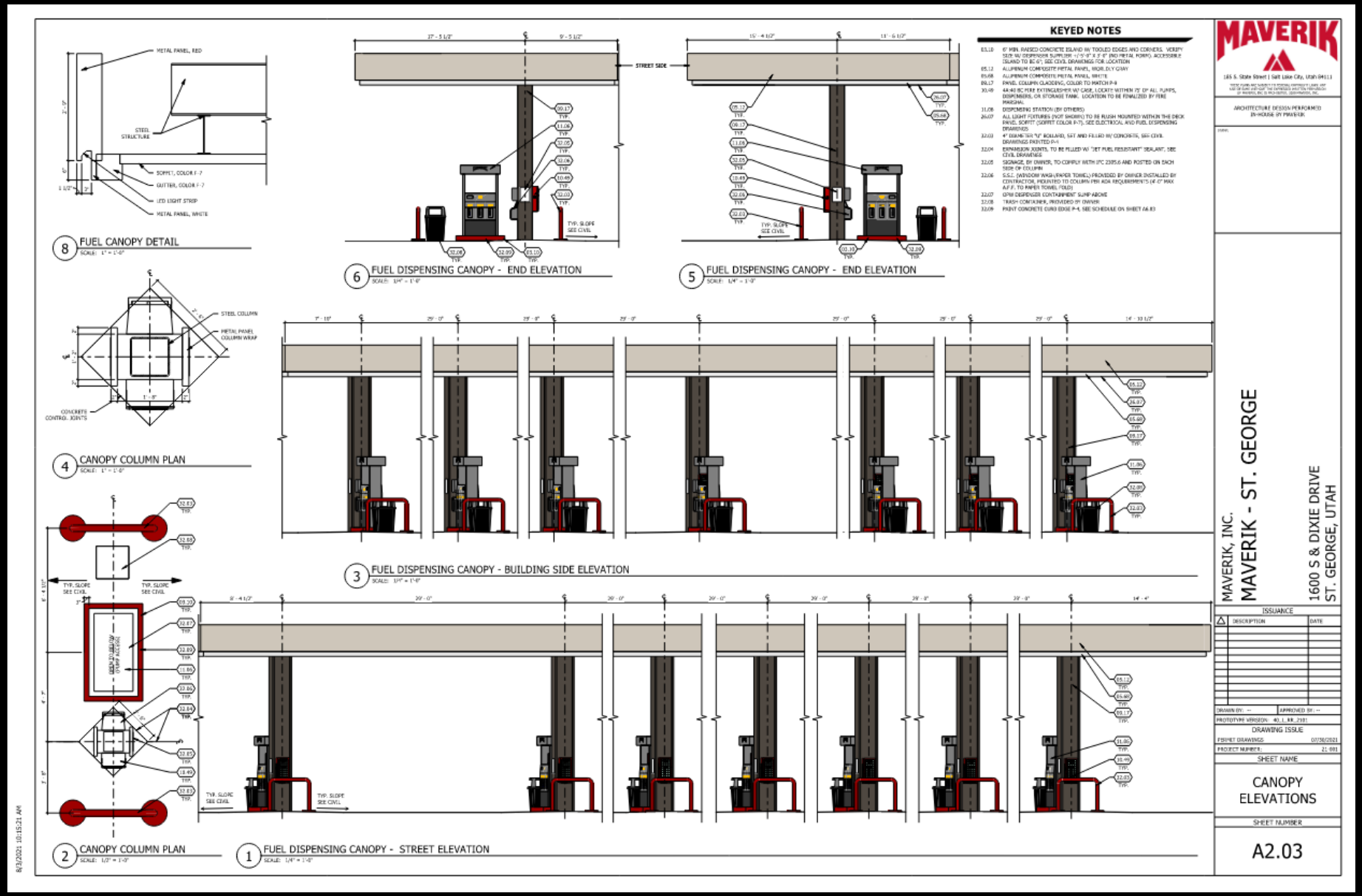
Prototype Version: 40_L_RR_2101
Building Square Footage: 4,425 SF
Construction Type/Occupancy Classification: V-B / M

A-3 | PERSPECTIVE VIEWS

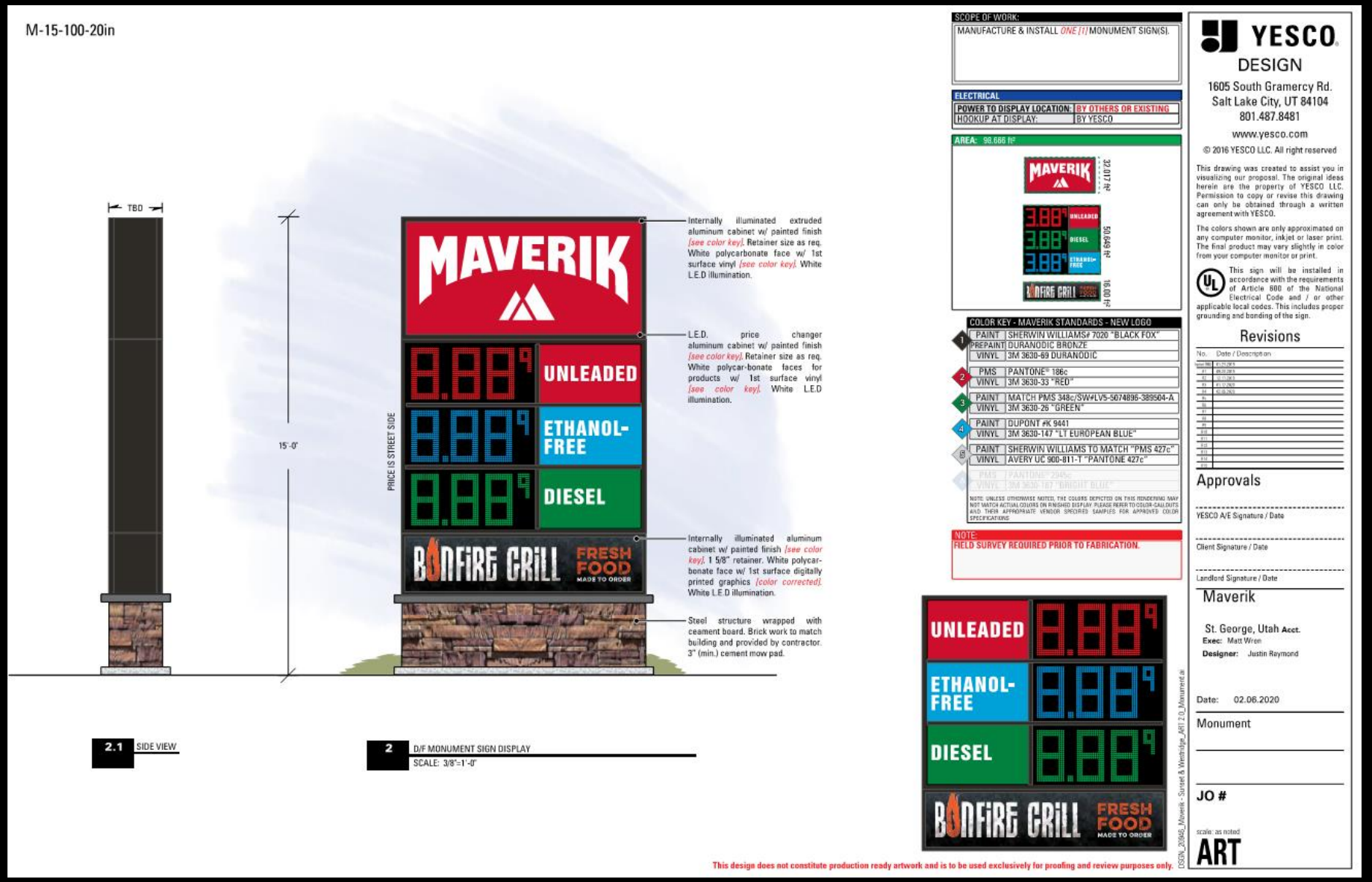
MAVERIK

185 S. State Street
Salt Lake City, Utah 84111

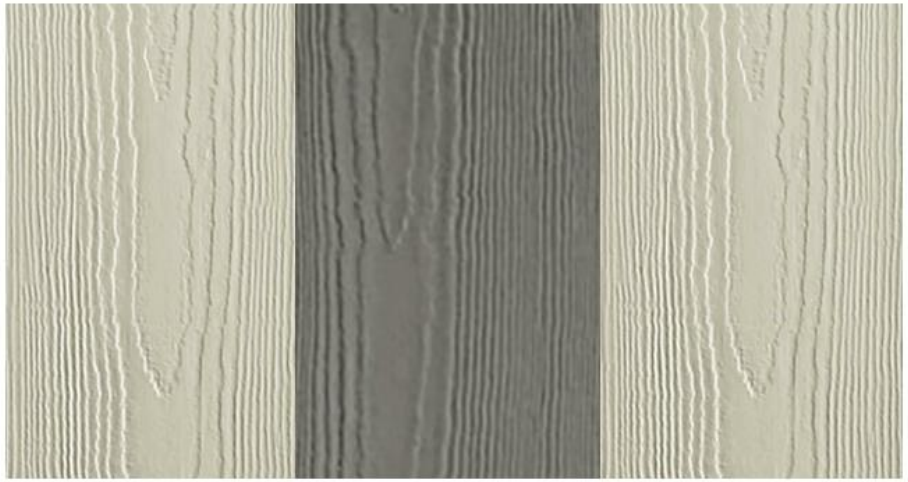
Canopy Elevations



Signage


M-15-100-20in
TBD
15'-0"
PRICE IS STREET SIDE
MAVERIK
UNLEADED
ETHANOL-FREE
DIESEL
BONFIRE GRILL
FRESH FOOD
MADE TO ORDER
Internally illuminated extruded aluminum cabinet w/ painted finish [see color key]. Retainer size as req. White polycarbonate face w/ 1st surface vinyl [see color key]. White L.E.D illumination.
L.E.D. price changer aluminum cabinet w/ painted finish [see color key]. Retainer size as req. White polycar-bonate faces for products w/ 1st surface vinyl [see color key]. White L.E.D illumination.
Internally illuminated aluminum cabinet w/ painted finish [see color key]. 1 5/8" retainer. White polycar-bonate face w/ 1st surface digitally printed graphics [color corrected]. White L.E.D illumination.
Steel structure wrapped with cement board. Brick work to match building and provided by contractor. 3" (min.) cement mow pad.
2.1 SIDE VIEW
2 D/F MONUMENT SIGN DISPLAY
SCALE: 3/8"=1'-0"
SCOPE OF WORK:
MANUFACTURE & INSTALL ONE [1] MONUMENT SIGN(S).
ELECTRICAL
POWER TO DISPLAY LOCATION: BY OTHERS OR EXISTING
HOOKUP AT DISPLAY: BY YESCO
AREA: 98.666 ft²
32.017 ft²
50.649 ft²
16.00 ft²
COLOR KEY - MAVERIK STANDARDS - NEW LOGO
1 PAINT SHERWIN WILLIAMS# 7020 "BLACK FOX"
PREPAINT DURANODIC BRONZE
VINYL 3M 3630-69 DURANODIC
2 PMS PANTONE® 186c
VINYL 3M 3630-33 "RED"
3 PAINT MATCH PMS 348c/SW#LV5-5074896-389504-A
VINYL 3M 3630-26 "GREEN"
4 PAINT DUPONT #K 9441
VINYL 3M 3630-147 "LT EUROPEAN BLUE"
5 PAINT SHERWIN WILLIAMS TO MATCH "PMS 427c"
VINYL AVERY UC 900-811-T "PANTONE 427c"
NOTE UNLESS OTHERWISE NOTED, THE COLORS DEPICTED ON THIS RENDERING MAY NOT MATCH ACTUAL COLORS ON FINISHED DISPLAY. PLEASE REFER TO COLOR-CALLOUTS AND THEIR APPROPRIATE VENDOR SPECIFIED SAMPLES FOR APPROVED COLOR SPECIFICATIONS
NOTE:
FIELD SURVEY REQUIRED PRIOR TO FABRICATION.
UNLEADED
ETHANOL-FREE
DIESEL
BONFIRE GRILL
FRESH FOOD
MADE TO ORDER
This design does not constitute production ready artwork and is to be used exclusively for proofing and review purposes only.
YESCO
DESIGN
1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481
www.yesco.com
© 2016 YESCO LLC. All right reserved
This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO LLC. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.
The colors shown are only approximated on any computer monitor, inkjet or laser print. The final product may vary slightly in color from your computer monitor or print.
This sign will be installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.
Revisions
No. Date / Description
Approvals
YESCO A/E Signature / Date
Client Signature / Date
Landlord Signature / Date
Maverik
St. George, Utah Acct.
Exec: Matt Wren
Designer: Justin Raymond
Date: 02.06.2020
Monument
JO #
scale: as noted
ART

Materials



BB-1 Fiberboard - Worldly Gray

BB-2 Fiberboard - Gauntlet Gray

BB-3 Fiberboard - Worldly Gray

Cultured Stone - Skyline, Country Ledgestone

C-1 MBCI Midnight Bronze

C-2 MBCI Brite Red

Anodized - Dark Bronze

Paint - Black Fox

PROPOSED MAVERIK C-STORE

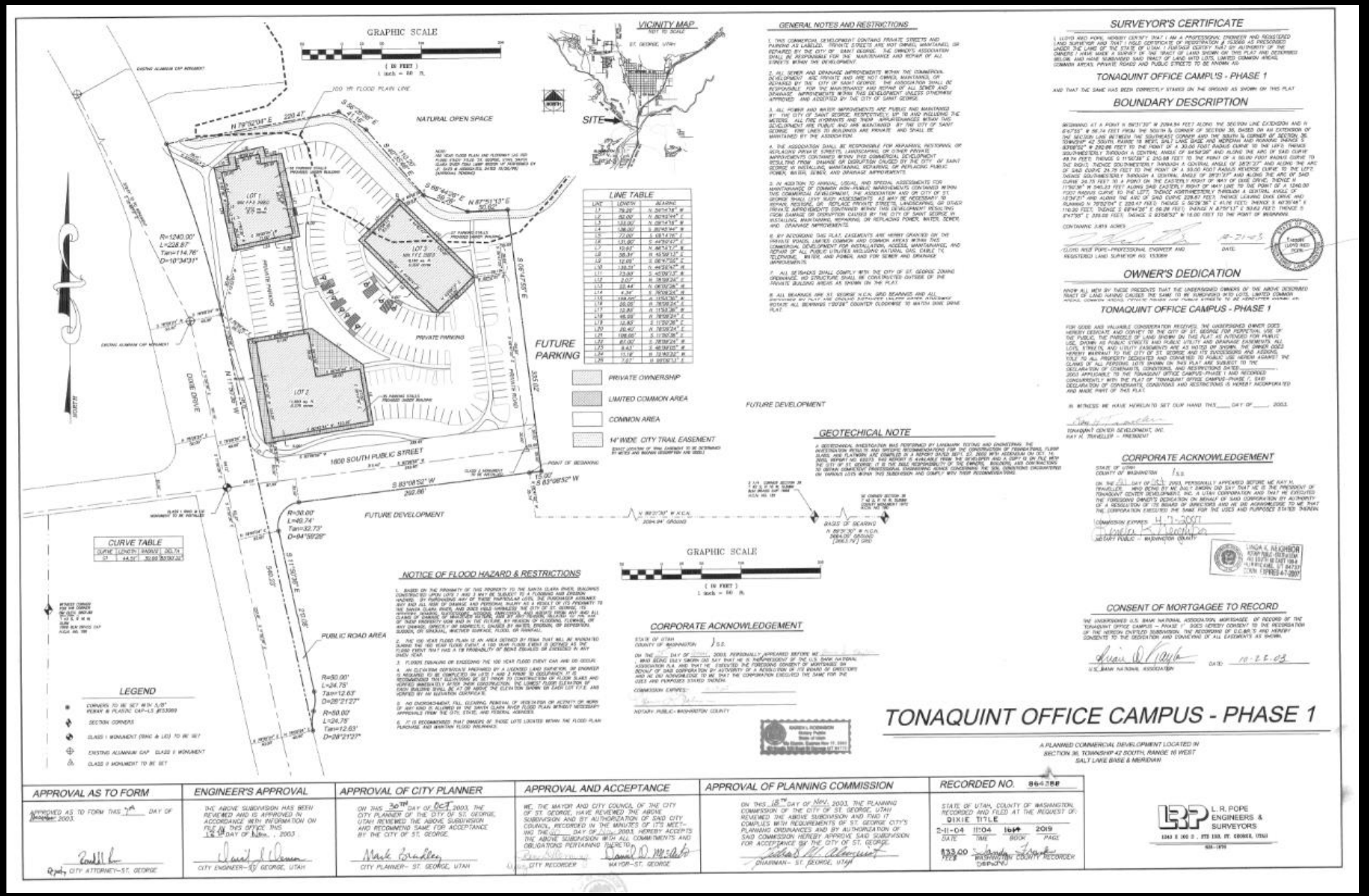
Prototype Version: 40_L_RR_2101
Building Square Footage: 4,425 SF
Construction Type/Occupancy Classification: V-B / M

A-7 | EXTERIOR MATERIALS BOARD

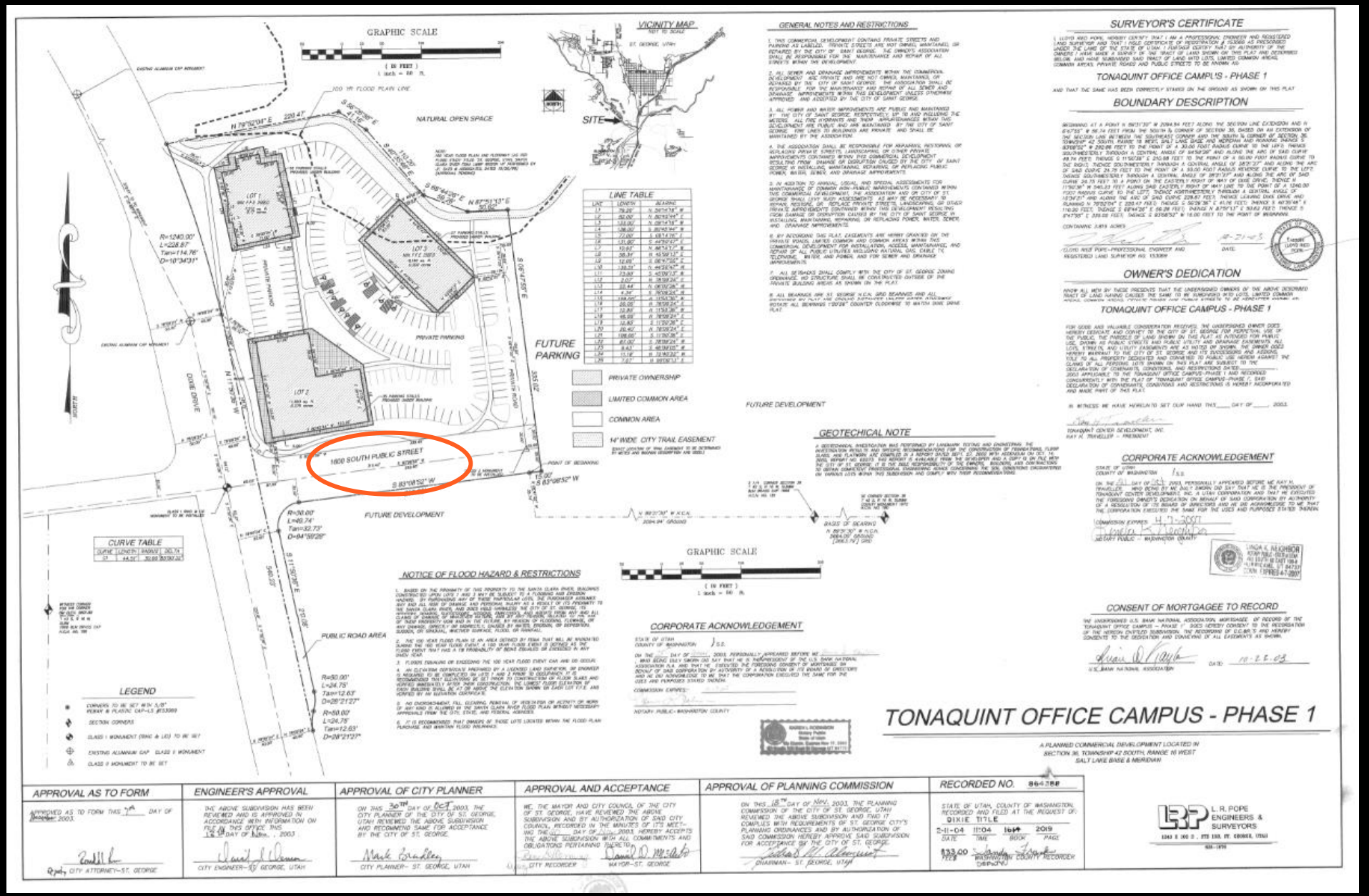
MAVERIK

185 S. State Street
Salt Lake City, Utah 84111

Plat


GRAPHIC SCALE
VICINITY MAP
NOT TO SCALE
ST. GEORGE, UTAH
SITE
NATURAL OPEN SPACE
100 YR. FLOOD PLAIN LINE
FUTURE PARKING
PRIVATE OWNERSHIP
LIMITED COMMON AREA
COMMON AREA
14' WIDE CITY TRAIL EASEMENT
FUTURE DEVELOPMENT
1600 SOUTH PUBLIC STREET
DIXIE DRIVE
PUBLIC ROAD AREA
PRIVATE PARKING
PRIVATE ROAD
POINT OF BEGINNING
BASIS OF BEARING
LINE TABLE
CURVE TABLE
LEGEND
GENERAL NOTES AND RESTRICTIONS
GEOTECHICAL NOTE
NOTICE OF FLOOD HAZARD & RESTRICTIONS
CORPORATE ACKNOWLEDGEMENT
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
OWNER'S DEDICATION
CONSENT OF MORTGAGEE TO RECORD
TONAQUINT OFFICE CAMPUS - PHASE 1
A PLANNED COMMERCIAL DEVELOPMENT LOCATED IN SECTION 36, TOWNSHIP 42 SOUTH, RANGE 16 WEST SALT LAKE BASE & MERIDIAN
APPROVAL AS TO FORM
ENGINEER'S APPROVAL
APPROVAL OF CITY PLANNER
APPROVAL AND ACCEPTANCE
APPROVAL OF PLANNING COMMISSION
RECORDED NO. 864388
L.R. POPE ENGINEERS & SURVEYORS

Plat


GRAPHIC SCALE
VICINITY MAP
NOT TO SCALE
SITE
NATURAL OPEN SPACE
PRIVATE PARKING
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14' WIDE CITY TRAIL EASEMENT
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GENERAL NOTES AND RESTRICTIONS
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A PLANNED COMMERCIAL DEVELOPMENT LOCATED IN SECTION 36, TOWNSHIP 42 SOUTH, RANGE 16 WEST SALT LAKE BASE & MERIDIAN
APPROVAL AS TO FORM
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APPROVAL OF CITY PLANNER
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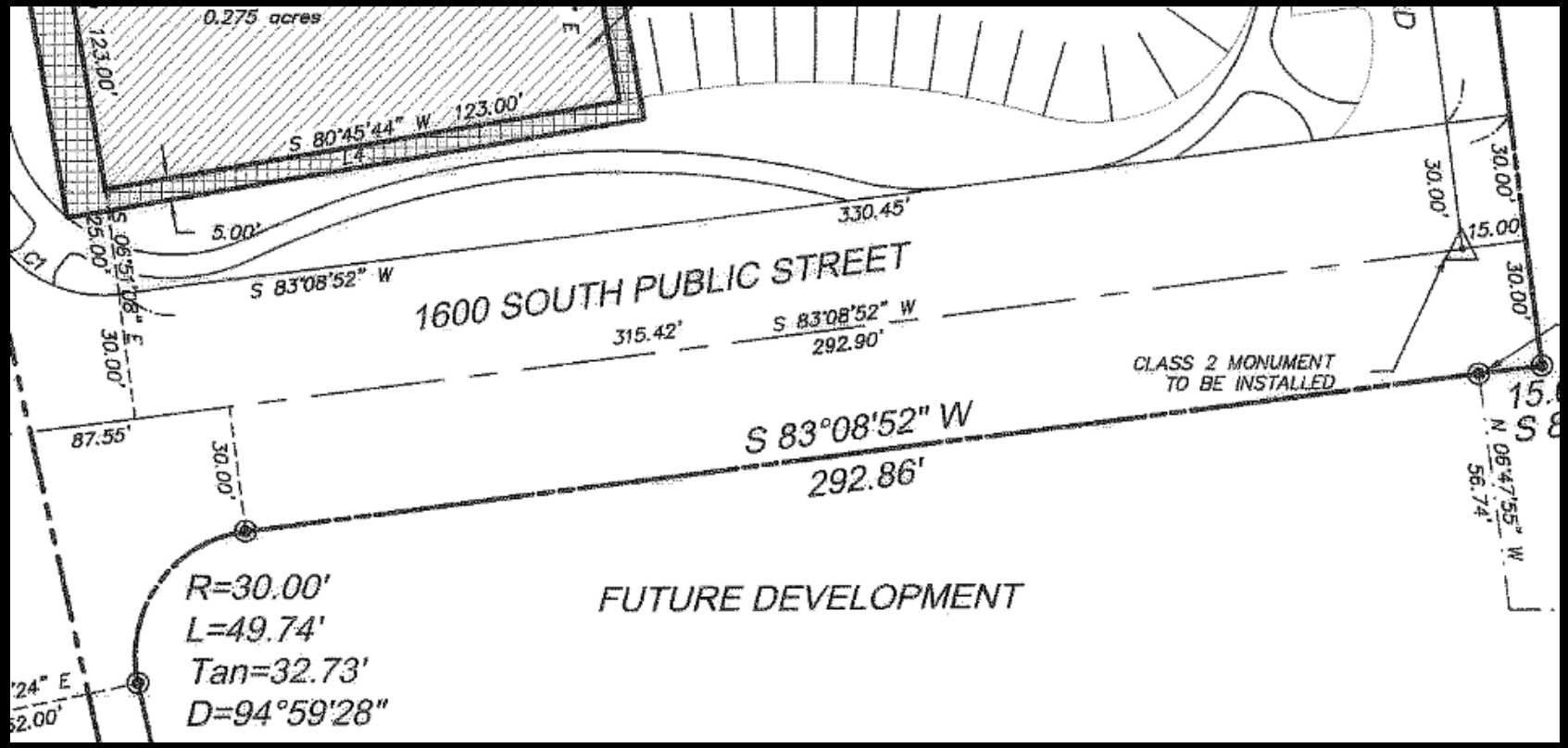
APPROVAL OF PLANNING COMMISSION
RECORDED NO. 864388
L.R. POPE ENGINEERS & SURVEYORS

Plat



0.275 acres
123.00'
S 80°45'44" W 123.00'
5.00'
330.45'
S 83°08'52" W
1600 SOUTH PUBLIC STREET
315.42'
S 83°08'52" W
292.90'
30.00'
15.00
CLASS 2 MONUMENT
TO BE INSTALLED
87.55'
S 83°08'52" W
292.86'
N 06°47'55" W
56.74'
R=30.00'
L=49.74'
Tan=32.73'
D=94°59'28"
FUTURE DEVELOPMENT

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE BY ALLOWING DEVELOPMENT OF A GAS STATION AND C-STORE (CONVENIENCE MARKET), INCLUDING REVIEW OF THE USE, SITE PLAN, LAYOUT, ACCESS, PARKING, ELEVATIONS, COLORS AND MATERIALS, ON APPROXIMATELY 2.57 ACRES, LOCATED AT THE SOUTH EAST CORNER OF DIXIE DRIVE AND 1600 SOUTH STREET

(Dixie Drive Maverik)

WHEREAS, the property owner has requested a zone change amendment in the PD-C (Planned Development Commercial) zone on approximately 2.57 acres. The site is generally located at the south-east corner of the intersection of Dixie Drive and 1600 South Street; and

WHEREAS, the City Council held a public meeting on this request on November 4, 2021; and

WHEREAS, the Planning Commission conducted a public hearing and recommends approval of the zone change request; 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 to reflect the zone change amendment in the PD-C zone to allow development of a gas station and C-Store (Convenience market). This zone change amendment includes the review of the use, site plan layout, vehicular access, parking, landscaping, elevations and renderings, and color and materials on approximately 2.57 acres. The zone change location 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, including, but not limited to, conditions in the staff report adopted by 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 4th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

Beginning at the southeast corner of Tonaquint Office Campus - Phase 1 Amended & Extended, said point being North 89°31'30" West 2,026.43 feet and North 65.95 feet from the South Quarter of Section 36, Township 42 South, Range 16 West, Salt Lake Base & Meridian, based on the extension of the section line between the South Quarter Corner of said Section 36 and the Southeast Corner of said section 36 and running; thence North 83°08'52" East 37.20 feet;

thence southeasterly 56.25 feet along an arc of a 37.00-foot radius curve to the right (center bears South 06°51'08" East, long chord bears South 53°18'02" East 50.99 feet with a central angle of 87°06'12");

thence southerly 68.58 feet along an arc of a 175.00-foot radius curve to the left (center bears North 80°15'04" East, long chord bears South 20°58'35" East 68.15 feet with a central angle of 22°27'17");

thence South 32°12'13" East 9.49 feet;

thence South 35°07'41" West 626.47 feet;

thence northwesterly 14.23 feet along an arc of a 1,158.00-foot radius curve to the right (center bears North 63°40'07" East, long chord bears North 25°58'45" West 14.23 feet with a central angle of 00°42'15");

thence northerly 7.88 feet along an arc of a 18.00 foot radius curve to the right (center bears North 64°22'22" East, long chord bears North 13°05'01" West 7.82 feet with a central angle of 25°05'13");

thence North 00°32'24" West 25.28 feet;

thence northerly 14.75 feet along an arc of a 37.00-foot radius curve to the left (center bears South 89°27'36" West, long chord bears North 11°57'41" West 14.65 feet with a central angle of 22°50'33");

thence northerly 175.09 feet along an arc of a 1,143.00-foot radius curve to the right (center bears North 66°37'03" East, long chord bears North 18°59'39" West 174.92 feet with a central angle of 08°46'36");

thence northwesterly 12.74 feet along an arc of a 18.00 foot radius curve to the right (center bears North 37°35'40" East, long chord bears North 32°07'28" West 12.48 feet with a central angle of 40°33'45");

thence North 11°50'36" West 90.89 feet;

thence South 78°09'24" West 2.00 feet to the easterly line of Dixie Drive;

thence northeasterly the following (3) courses along said Tonaquint Office Campus Phase 1 Amended & Extended;

thence North 11°50'36" West 210.08 feet;

thence northeasterly 49.74 feet along an arc of a 30.00-foot radius curve to the right (center bears North 78°09'05" East, long chord bears North 35°38'58" East 44.24 feet with a central angle of 94°59'47");

thence North 83°08'52" East 368.63 feet to the Point of Beginning.

DRAFT

Agenda Item Number: **09**

Request For Council Action

Date Submitted	10/26/2021 03:25 PM
Proposed City Council Date	11/04/2021
Applicant	Curt Gordon
Subject	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 at south of Southern Parkway and west of Desert Canyons Parkway to be known as Desert Canyons Townhomes. Case No. 2021-ZC-073
Background	The underlying General Plan is Residential with adjacent zoning of Commercial and R-1_10 (Single Family Residential minimum 10,000 sq. ft. lot size). The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommended approval of the proposed zone change.
Cost	
Action Taken	
Requested by	Mike Hadley
File Attachments	cc2021-zc-073desertcanyonstownhomes102621152505.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: 11/04/2021

Zone Change
Desert Canyon Townhomes
Case No. 2021-ZC-073

Request:	Consider a zone change from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential). The proposal is consistent with the surrounding area.
Applicant:	Desert Canyons Dev Inc.
Representative:	Curt Gordon
Area:	5.1 acres
Location:	Located south of Southern Pkwy and west of Desert Canyons Pkwy.
Current Zone:	R-1-10
General Plan:	RES (Residential).
Background:	The property is in the Desert Canyons Master Plan and PD. The original master plan was approved in 2007 and has several approved amendments. The current approved development plan includes several areas of residential and commercial. The proposed site plan depicts two- and four-unit buildings for a total of 20 units on 5.1 acres.
Density:	Density shall conform to the density limitations of the Master Development Plan & General Plan. The proposed density of the Desert Canyon Townhomes is 4.0 du/ac.
Height Regulations:	No building shall be erected to a height greater than 40 ft. unless specifically approved as a part of the zone change. Note: The applicant is not requesting to exceed 40 ft.
Landscaping/Amenities:	The site is required a total of 4,000 sq. ft. of recreation area and one amenity from the amenities table in the city code. The proposal meets the sq. ft. requirement.

Parking: Under section 10-19-4(A)(4) of the St. George zoning code, each unit is required to provide two parking stalls, one of which must be covered, plus one stall for every three units for guest parking. With 20 units, this yields a total requirement of 40 stalls plus 7 stalls for guest parking. Each unit will have a two-car garage which will satisfy the requirements for each unit. Additionally, the site has been designed with 7 guest parking stalls.

Recommendation: Staff recommends approval of this Zone Change.

Planning Commission: Planning Commission recommended approval of the proposed Zone Change.

Alternatives:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Table the proposed zone change to a specific date.

Possible Motion:

The City Council approves of the Zone Change for Desert Canyon Townhomes from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size), & to PD-R (Planned Development Residential).

DESERT CANYONS

TOWNHOMES

The purpose of is zone change application is to request approval for a **PD-Residential** housing subdivision with all related improvements to be constructed within the Desert Canyons project. The proposed residential housing units are attached townhomes with a garage. The 5.1 acre property is currently zone **R1-10 residential** with the General Plan indicating Medium Density Residential (4 units per acre). The density of the proposed PD zoning is 4 units per acre on a 5.1 acre site and is part of the **Desert Canyons Master Plan**. Each unit will have a 2 car garage and 2 side by side parking spaces in front of the garage for a total of 40 parking spaces.

The proposed development will be accessed **via the roundabout at the confluence of Lavatera Drive and Broken Mesa Drive** and will contain public roadways that meet the City's roadway width criteria. All utilities will be located within the public roadways and will connect to the existing utilities located in **Broken Mesa Drive and Lavatera Drive**.

The development will meet all standards as follows:

A. Noise: No noise other than typical motor vehicle
B. Dust: All roads will be paved, and disturbed areas will be landscaped to eliminate dust issues.
C. Odors: Each unit will have individual trash receptacles for trash collection.
D. Aesthetics: The development will be consistent with other residential subdivisions built at Desert Canyons, and all City of St. George Landscape standards will be followed.
E. Safety: No unusual traffic is planned which would create unsafe conditions. Residential units are located outside of the 100-year floodplain boundary.
F. Traffic: The Desert Canyons Master Plan traffic study contemplates and accommodates the level of development shown on the attached plan.
G. Density: Current zoning for the site is **R1-10**. There are a total of **20** planned units resulting in an overall density of **4** units per acre for the proposed development.
H. Height: Not to exceed 35 feet.
I. Hours of Operation: Hours of operation will be similar to other surrounding residential uses.
J. Character and purpose of Zone: The development will be consistent with the purpose of a **PD-R** residential zone.
K. Public Health: All sanitation and solid waste disposal measures will follow applicable codes.
L. Phasing: It is anticipated that the project will be completed in one phase.

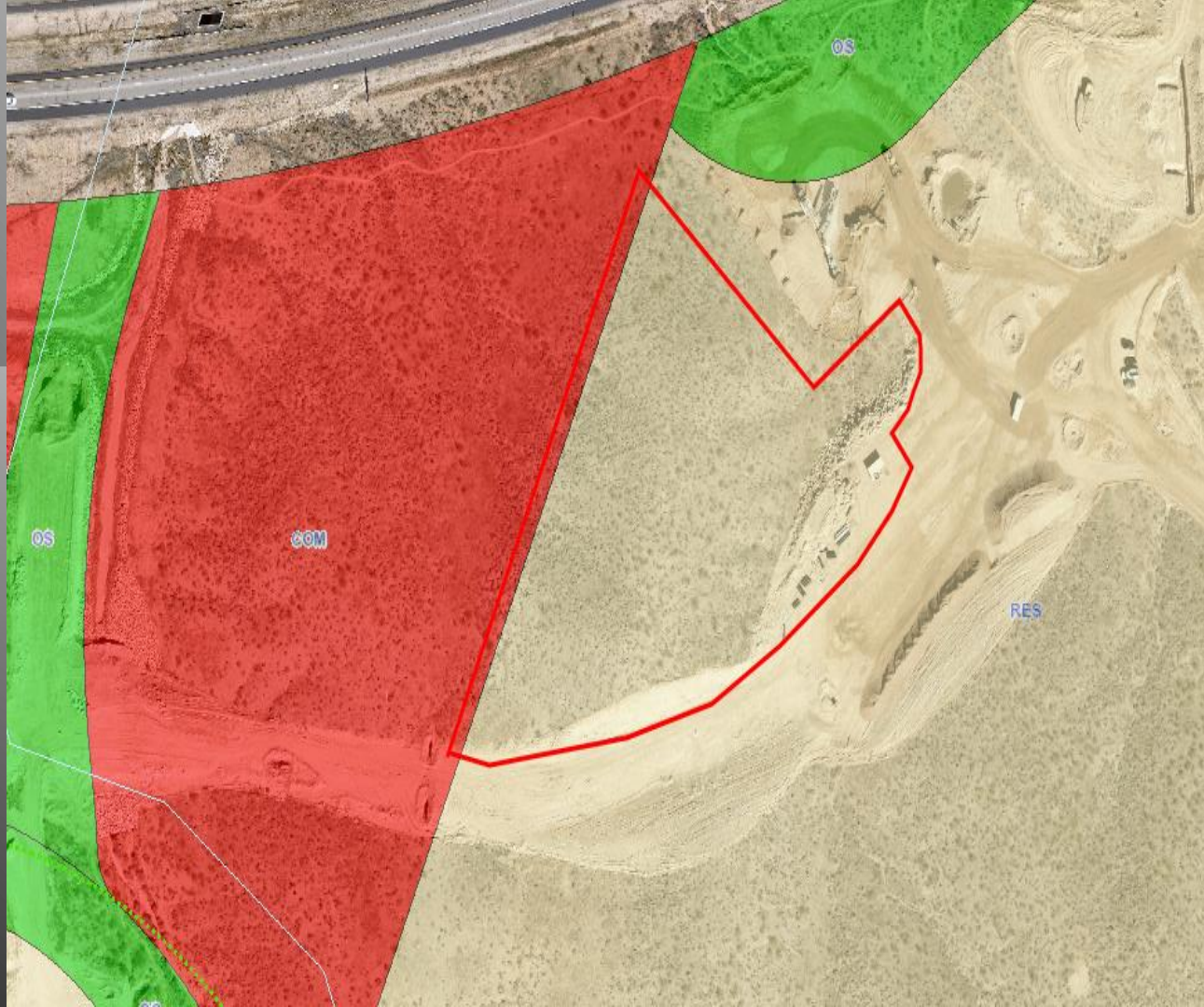
Desert Canyons Townhomes

Zone Change

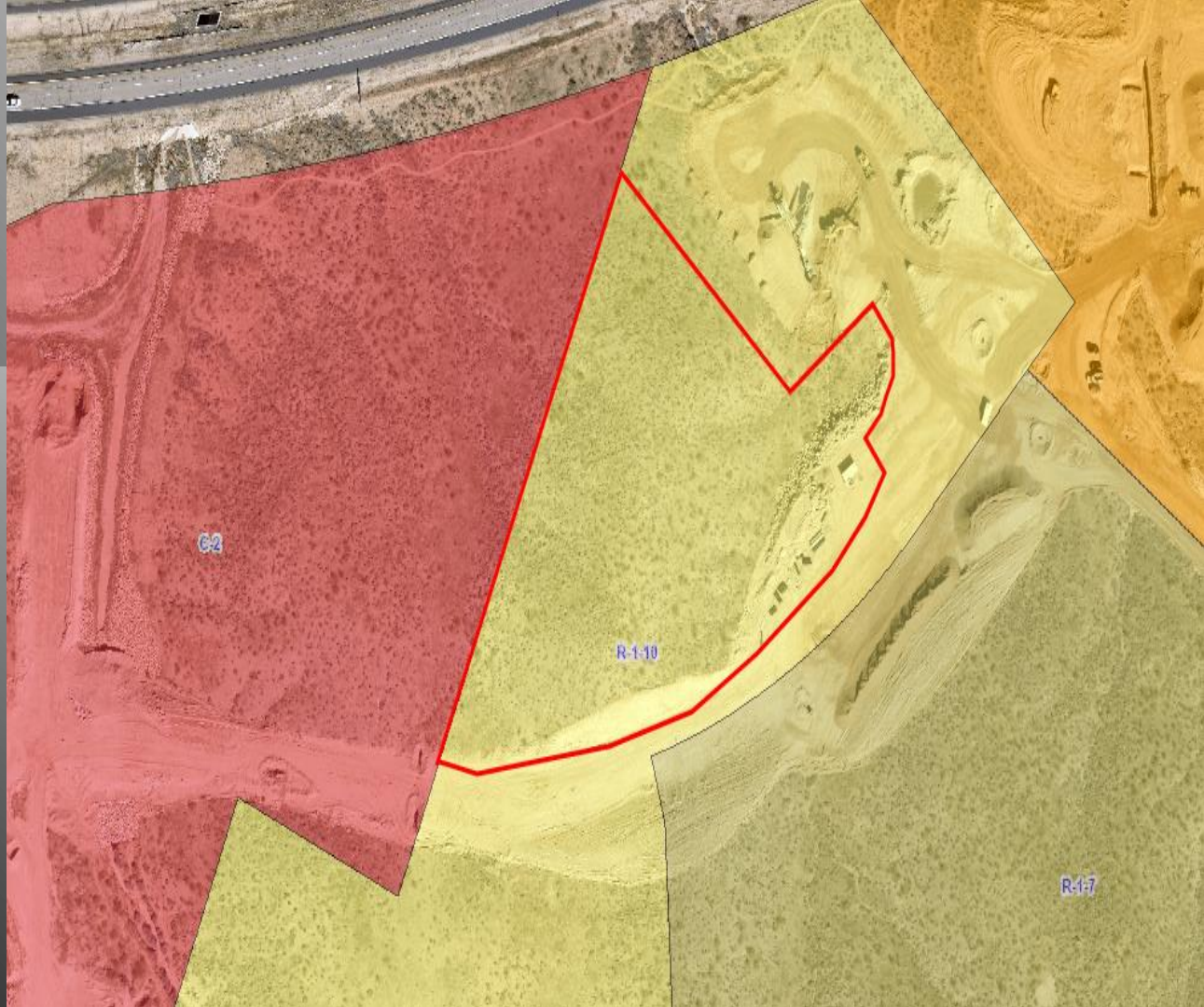
2021-ZC-073

Aerial Map

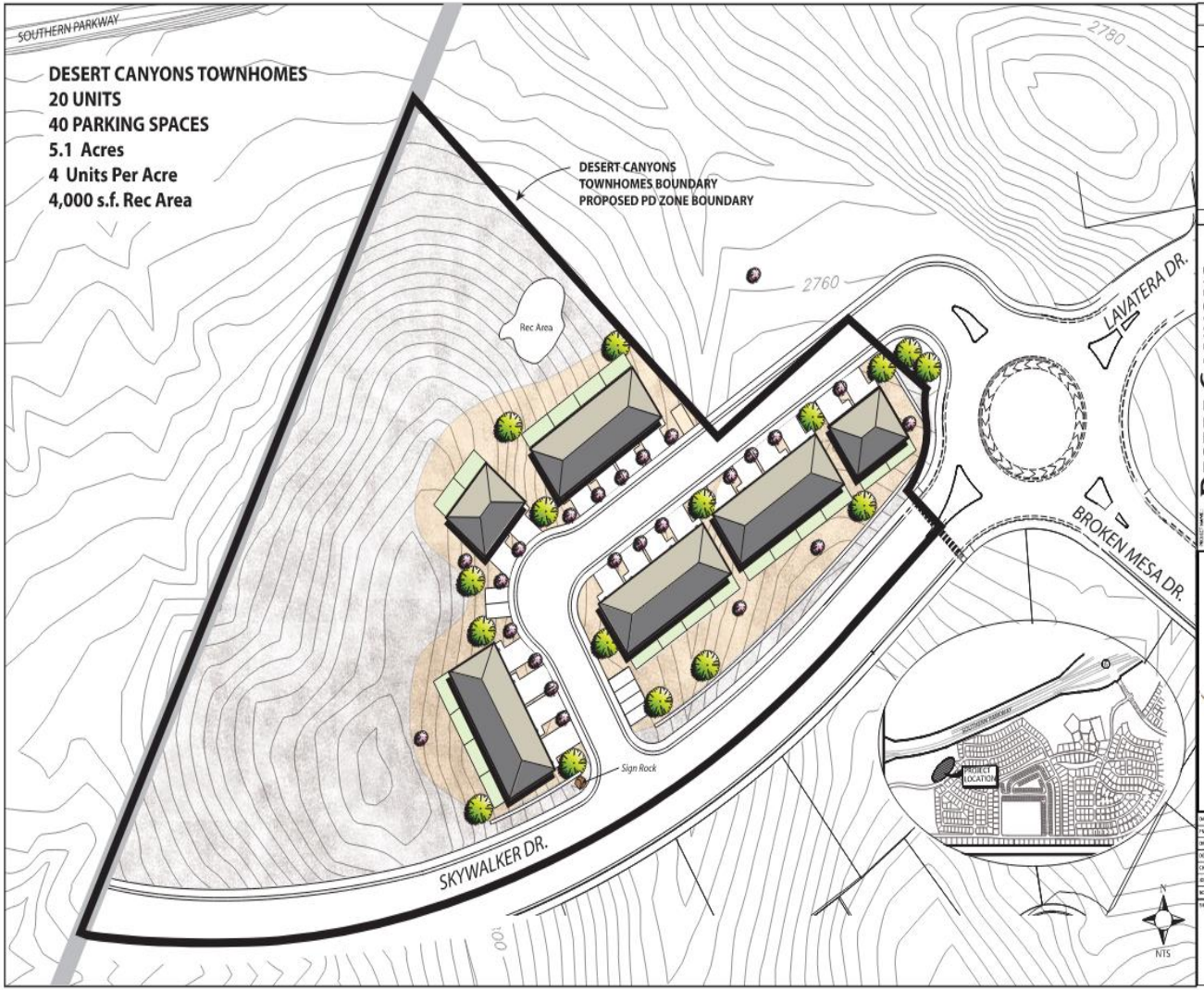
General Plan Map



Zoning Map



Site Plan Map



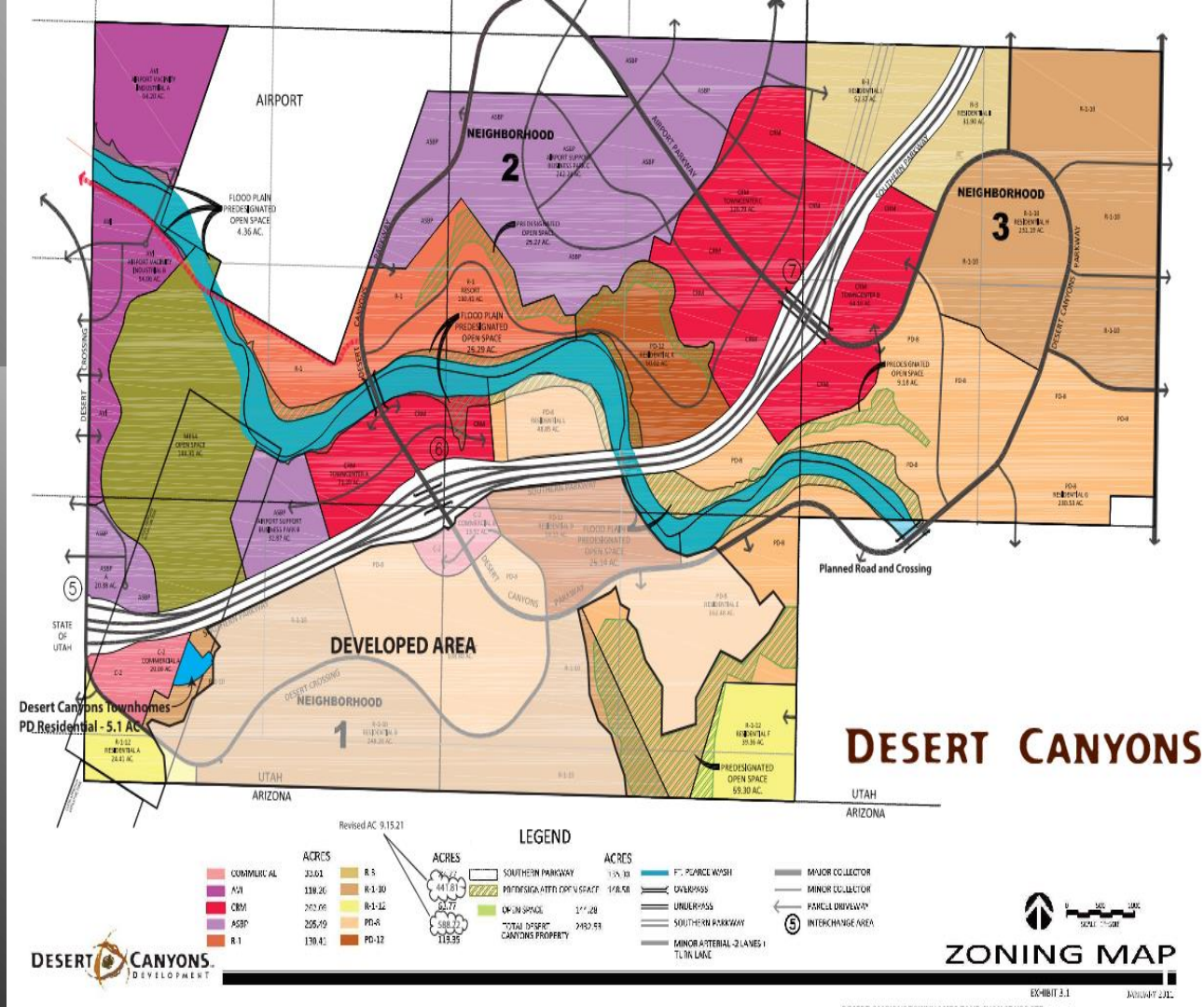
Elevations

DESERT CANYONS TOWNHOMES ELEVATIONS

DESERT CANYONS TOWNHOMES

DESERT CANYONS DEVELOPMENT

Desert Canyons Zoning Map



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM R-1-10 (SINGLE FAMILY RESIDENTIAL 10,000 SQ. FT. MINIMUM LOT SIZE), to PD-R (PLANNED RESIDENTIAL DEVELOPMENT) ON APPROXIMATELY 5.1 ACRE SITE.

(Desert Canyon Townhomes)

WHEREAS, the property owner has requested a zone change from R-1-10 (Residential Single Family, 10,000 sq ft minimum lot size), to PD-R (Planned Development Residential) on a 5.1-acre site.

WHEREAS, the Planning Commission held a public meeting on this request on October 12, 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 zone change from R-1-10 (Residential Single Family, 10,000 sq ft minimum lot size), to PD-R (Planned Residential Development) on a 5.1-acre site. The zone change 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 4th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

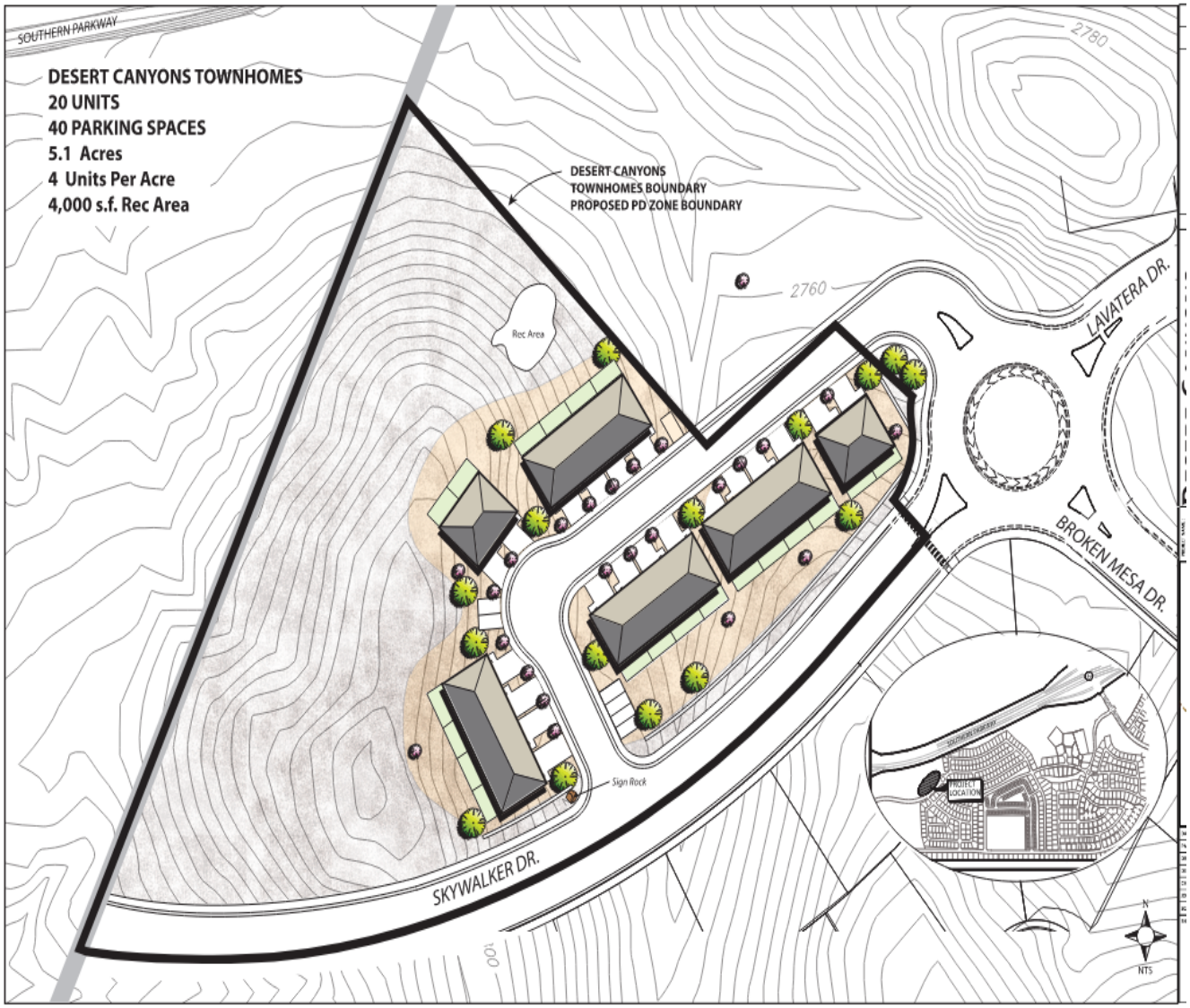
_____
Christina Fernandez, City Recorder

Exhibit “A”

DESERT CANYONS TOWNHOMES ZONE CHANGE BOUNDARY

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE DESERT VISTA – PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER’S OFFICE, SAID POINT BEING NORTH 88°47’21” WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 3312.395 FEET AND NORTH 01°12’39” EAST 818.055 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 88°47'21" WEST ALONG THE QUARTER SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 34), AND RUNNING THENCE SOUTH 45°49’58" WEST 95.946 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 800.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°45’43", A DISTANCE OF 694.808 FEET; THENCE NORTH 24°21’13" EAST 657.511 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 12°38'05" WEST); THENCE ALONG THE ARC OF A 4190.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°04’45", A DISTANCE OF 5.786 FEET TO THE WESTERLY BOUNDARY OF THE DESERT VISTA – PHASE 3 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER’S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (4) FOUR COURSES: (1) SOUTH 44°44’20" EAST 326.222 FEET; (2) NORTH 56°03’15" EAST 203.809 FEET TO A POINT OF CURVATURE; (3) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 65.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°57’58", A DISTANCE OF 91.853 FEET TO A POINT OF REVERSE CURVATURE; AND (4) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45°05’20", A DISTANCE OF 39.348 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 01°55'53" WEST), AND A POINT ON THE WESTERLY BOUNDARY OF THE DESERT VISTA – PHASE 2 SUBSIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER’S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (4) FOUR COURSES: (1) RUNNING SOUTHWESTERLY THE ARC OF A 81.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 97°33’07", A DISTANCE OF 138.762 FEET TO A POINT OF REVERSE CURVATURE; (2) RUNNING SOUTHWESTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 51°27’12", A DISTANCE OF 44.901 FEET; (3) SOUTH 45°49’58" WEST 19.814 FEET; AND (4) SOUTH 44°10’02" EAST 33.000 FEET TO THE POINT OF BEGINNING.
CONTAINS 230,643 SQ. FT., (5.295 ACRES)

Exhibit “B”


SOUTHERN PARKWAY
DESERT CANYONS TOWNHOMES
20 UNITS
40 PARKING SPACES
5.1 Acres
4 Units Per Acre
4,000 s.f. Rec Area
DESERT CANYONS
TOWNHOMES BOUNDARY
PROPOSED PD ZONE BOUNDARY
2780
2760
Rec Area
LAVATERA DR.
BROKEN MESA DR.
Sign Rock
SKYWALKER DR.
100'
PROJECT LOCATION
N
NTS

DRAFT

Agenda Item Number: **10**

Request For Council Action

Date Submitted	10/26/2021 02:10 PM
Proposed City Council Date	11/04/2021
Applicant	Brad Peterson
Subject	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
Background	The underlying general plan is OS (Open Space) with adjacent zoning of R-1-10 (Single Family Residential minimum 10,000 sq. ft. lot size) . The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommended approval of the proposed Zone Change.
Cost	
Action Taken	
Requested by	Mike Hadley
File Attachments	cc2021-zc-072bandedhillsopenspace102621141037.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: 11/04/2021

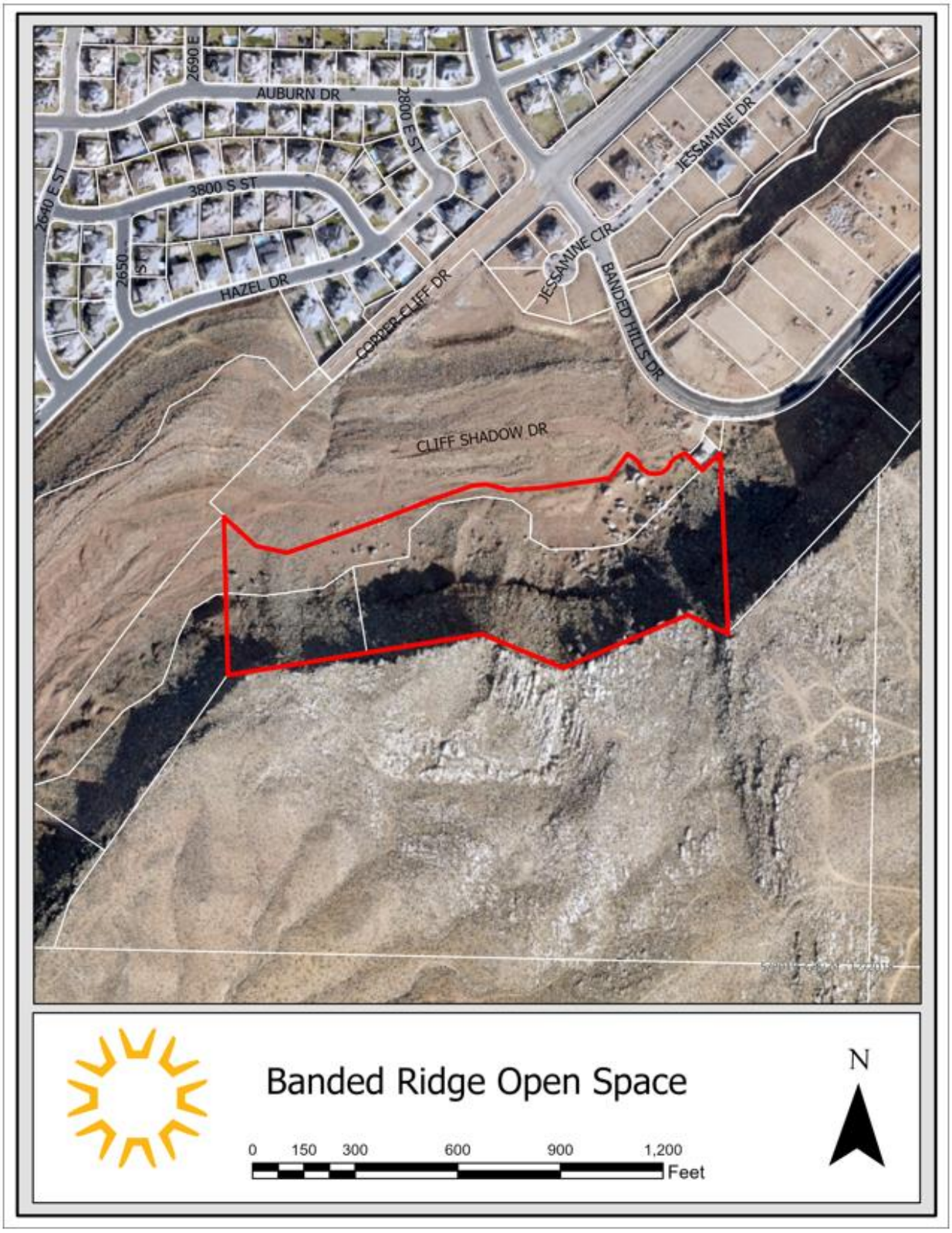
Zone Change
Banded Hills Open Space
Case No. 2021-ZC-072

Request:	Consider a zone change from the R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) zone to the OS (Open Space).
Applicant:	DSG Engineering Inc.
Representative:	Brad Peterson
Area:	14.602 acres
Location:	The site is generally located approximately at 4000 S 2900 E.
Current Zone:	R-1-10
General Plan:	Open Space
Staff Comments:	This property is currently zoned R-1-10 (Single Family Residential minimum 10,000 sq. ft. lots). This property is unbuildable land, and this application will match the Zoning designation with the General Plan.
Recommendation:	Staff recommends approval of this Zone Change.
Planning Commission:	Planning Commission recommended approval of the proposed Zone Change.

Alternatives:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Table the proposed zone change to a specific date.

Possible Motion: The City Council approves of the requested Zone Change from the R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) zone to the OS (Open Space) zone on approximately 14.602 acres.

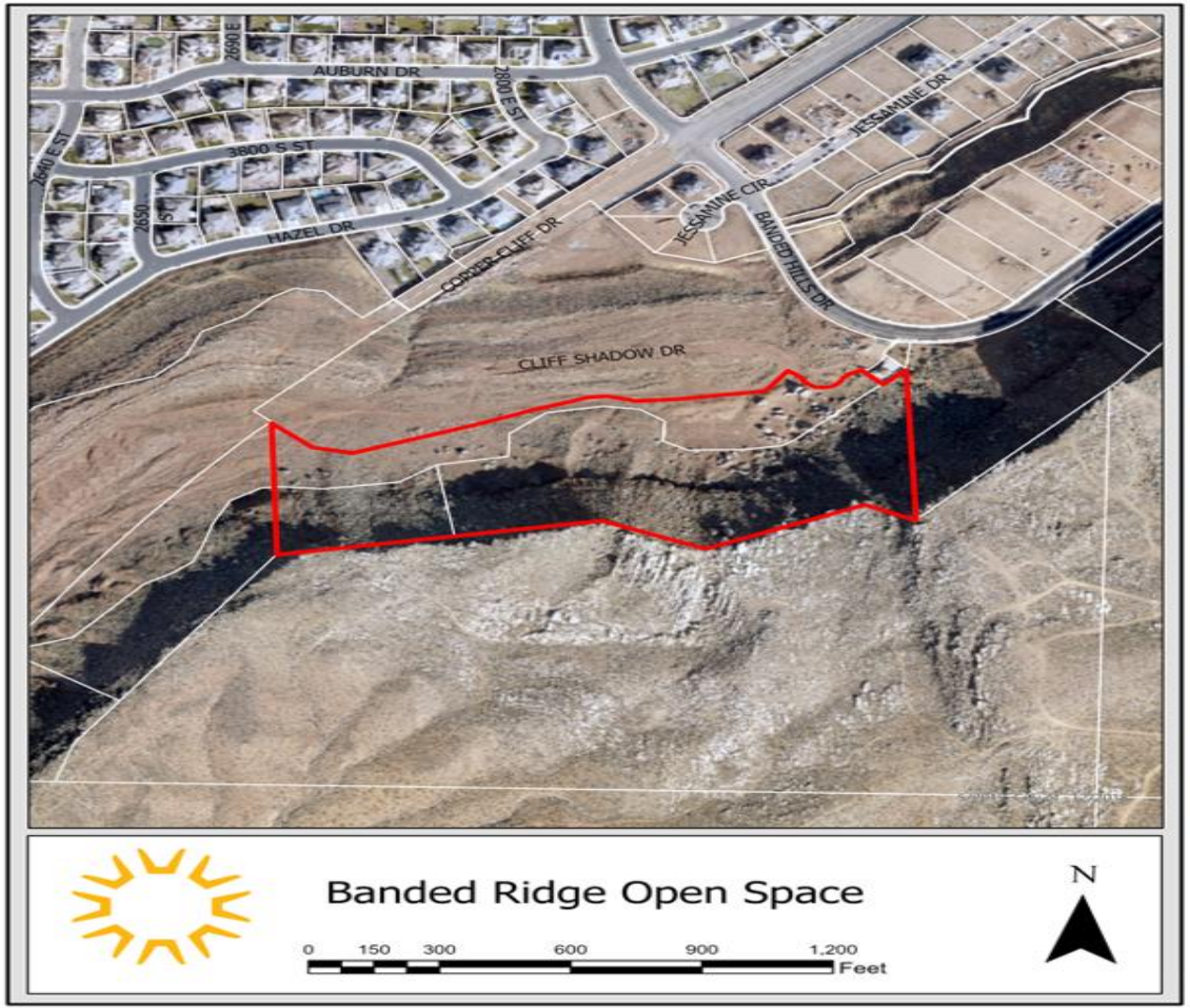

2690 E
AUBURN DR
2800 E ST
JESSAMINE DR
2640 E ST
3800 S ST
2650 E ST
HAZEL DR
COPPER CLIFF DR
JESSAMINE CIR
BANDED HILLS DR
CLIFF SHADOW DR
Banded Ridge Open Space
0 150 300 600 900 1,200
Feet
N

Open Space

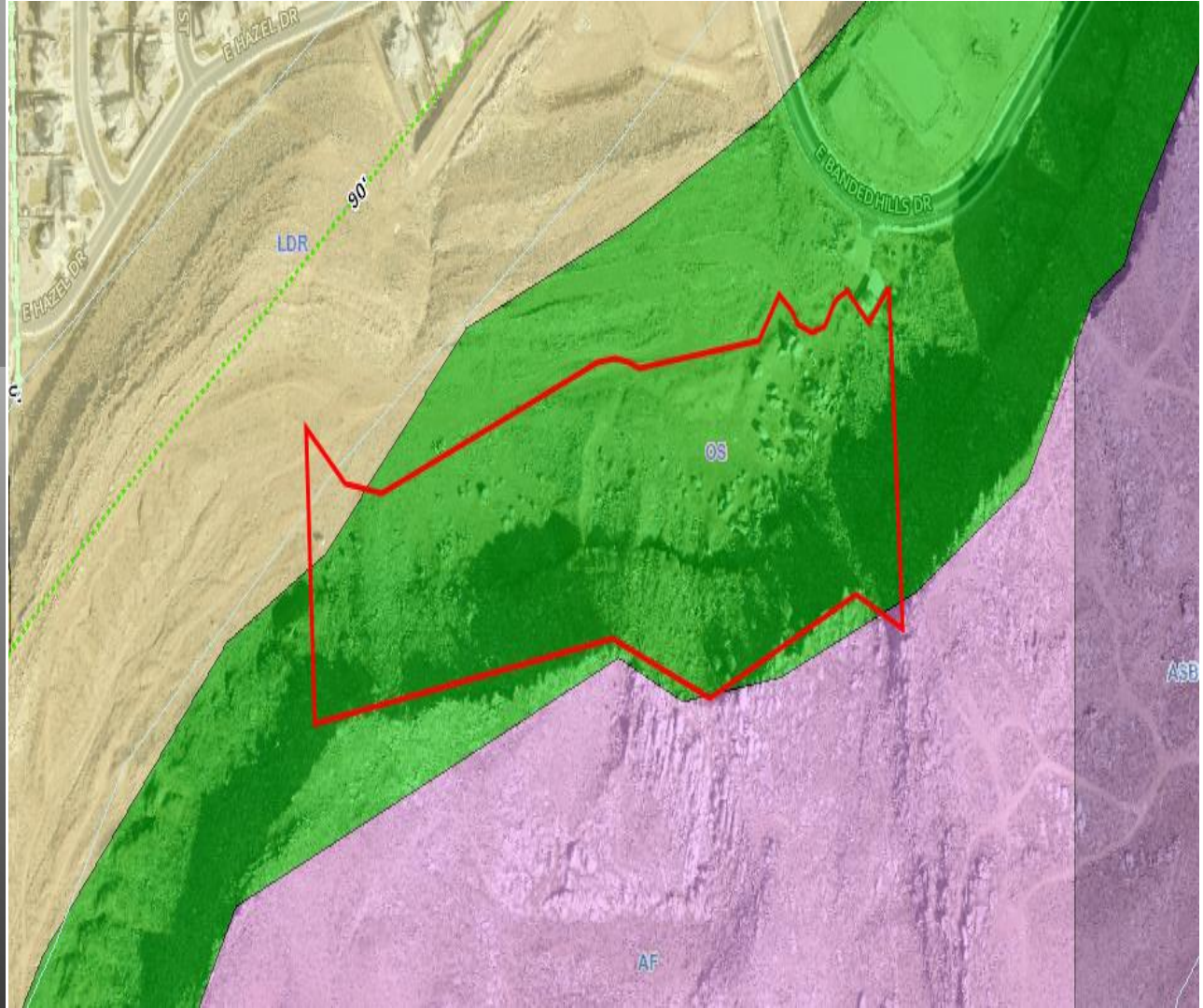
Zone Change

2021-ZC-072

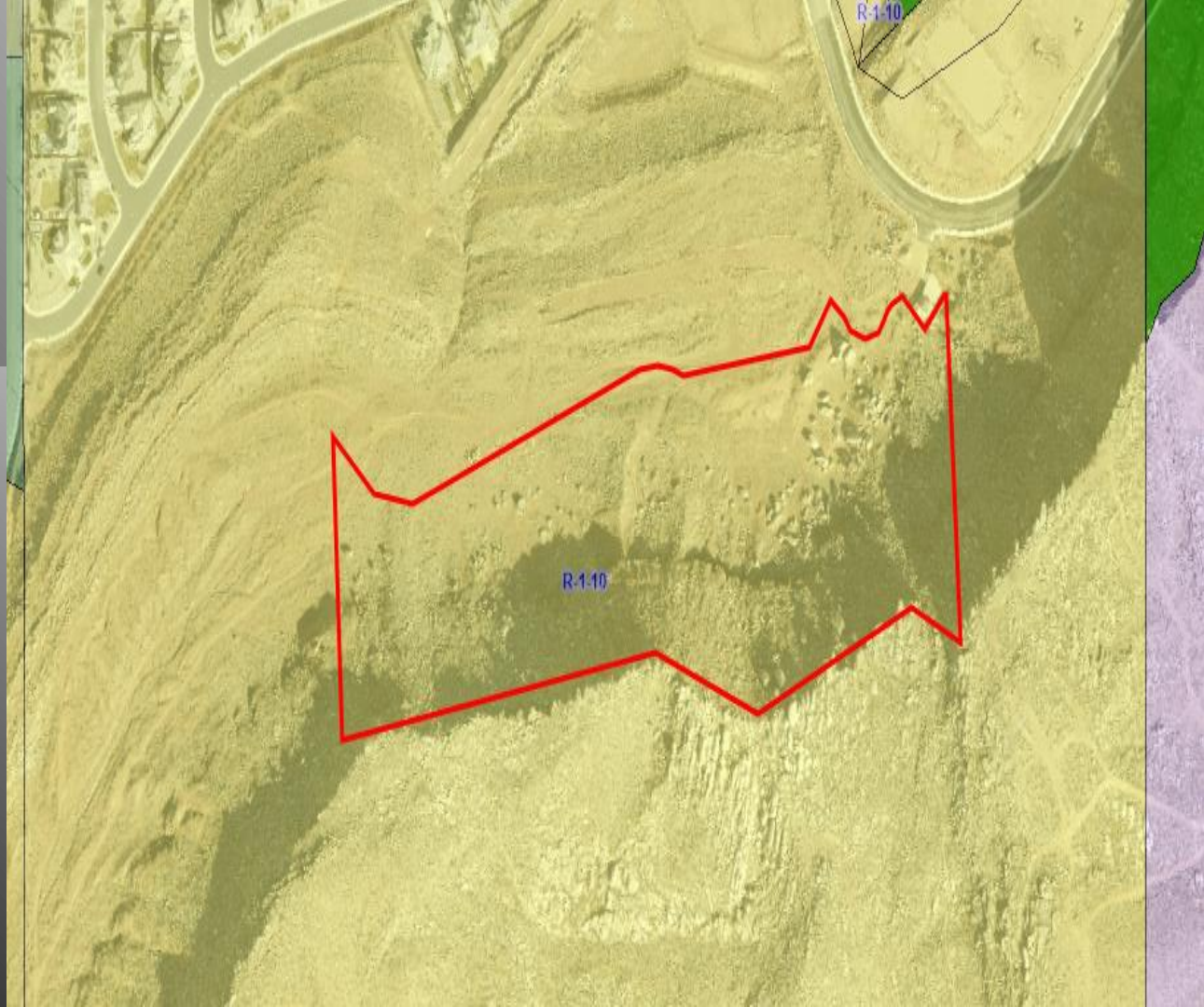
Aerial Map


AUBURN DR
2690 E
2680 E ST
3800 S ST
2640 E ST
2650 E ST
HAZEL DR
CORDER CLIFF DR
JESSAMINE CIR
JESSAMINE DR
BANDED HILLS DR
CLIFF SHADOW DR
Banded Ridge Open Space
0 150 300 600 900 1,200
Feet
N

General Plan Map



Zoning Map



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM R-1-10 (SINGLE FAMILY RESIDENTIAL 10,000 SQ. FT. MINIMUM LOT SIZE), to OS (OPEN SPACE) ON APPROXIMATELY 14.602 ACRE SITE.

(Banded Hills Open Space)

WHEREAS, the property owner has requested a zone change from R-1-10 (Residential Single Family, 10,000 sq ft minimum lot size), to OS (Open Space) on a 14.602-acre site.

WHEREAS, the Planning Commission held a public meeting on this request on October 12, 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 zone change from R-1-10 (Residential Single Family, 10,000 sq ft minimum lot size), to OS (Open Space) on a 14.602-acre site. The zone change 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 4th day of November 2021.

_____
Michele Randall, Mayor

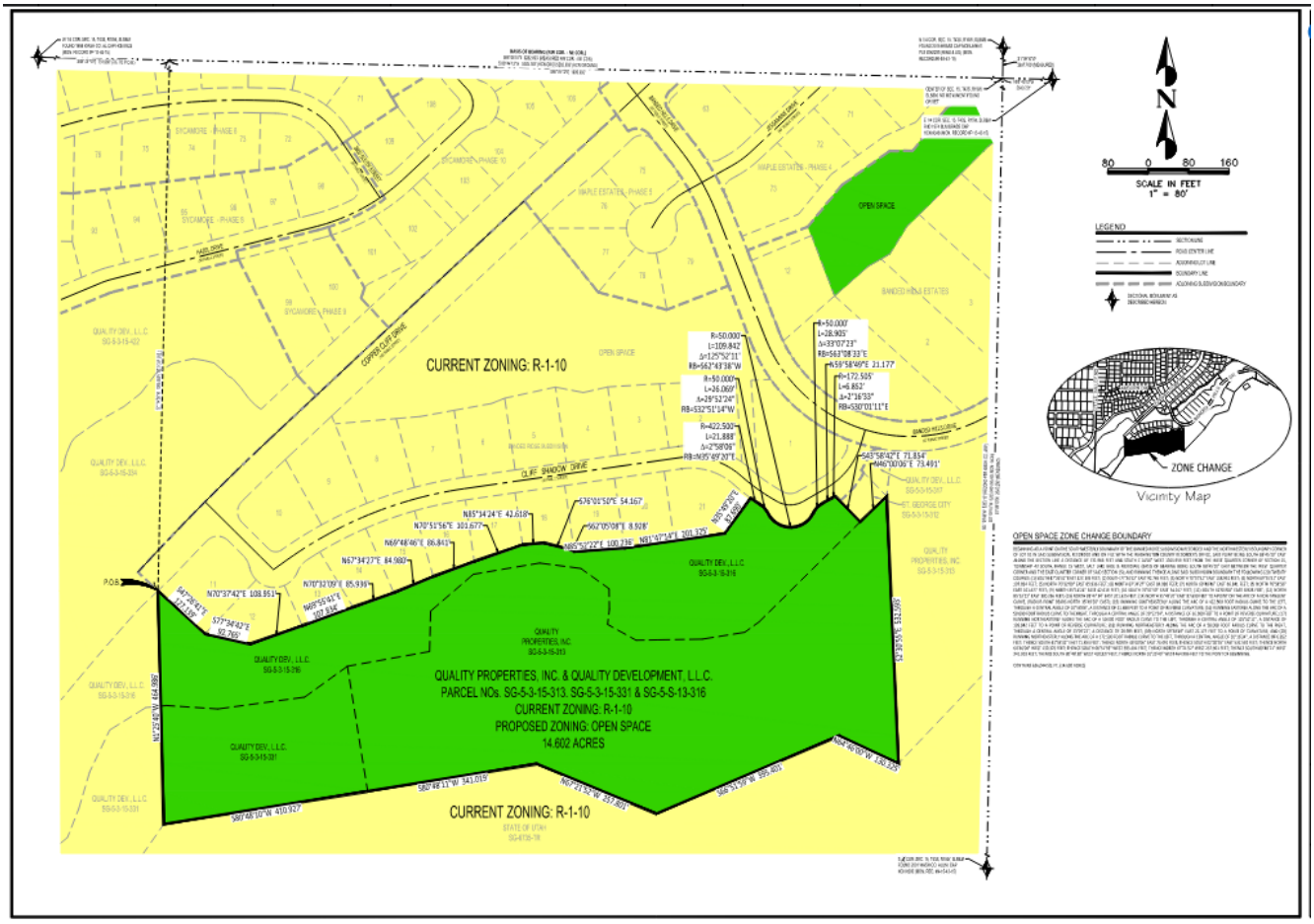
ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

BEGINNING AT A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE BANDED RIDGE SUBDIVISION RECORDED AND THE NORTHWESTERLY BOUNDARY CORNER OF LOT 11 IN SAID SUBDIVISION, RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88˚45'10” EAST ALONG THE SECTION LINE A DISTANCE OF 731.966 FEET AND SOUTH 1˚14'50” WEST 1365.959 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING SOUTH 88˚45'10” EAST BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 15); AND RUNNING THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (20) TWENTY COURSES: (1) SOUTH 47°26'41" EAST 127.139 FEET; (2) SOUTH 77°34'42" EAST 92.765 FEET; (3) NORTH 70°37'42" EAST 108.951 FEET; (4) NORTH 69°55'41" EAST 107.834 FEET; (5) NORTH 70°32'09" EAST 85.936 FEET; (6) NORTH 67°34'27" EAST 84.980 FEET; (7) NORTH 69°48'46" EAST 86.841 FEET; (8) NORTH 70°51'56"EAST 101.677 FEET; (9) NORTH 85°14'24" EAST 42.618 FEET; (10 SOUTH 76°01'50" EAST 54.167 FEET; (11) SOUTH 62°05'08" EAST 8.928 FEET; (12) NORTH 85°52'22" EAST 100.236 FEET; (13) NORTH 81°47'14" EAST 201.325 FEET; (14) NORTH 35°49'20" EAST 87.690 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 35°49'20" EAST); (15) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 422.500 FOOT RADIUS CURVE TO THE LEFT,THROUGH A CENTRAL ANGLE OF 02°58'06", A DISTANCE OF 21.888 FEET TO A POINT OF REVERSE CURVATURE; (16) RUNNING EASTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°52'24", A DISTANCE OF 26.069 FEET TO A POINT OF REVERSE CURVATURE; (17)RUNNING NORTHEASTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 125°52'11", A DISTANCE OF109.842 FEET TO A POINT OF REVERSE CURVATURE; (18) RUNNING NORTHEASTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS CURVE TO THE RIGHT,THROUGH A CENTRAL ANGLE OF 33°07'23", A DISTANCE OF 28.905 FEET; (19) NORTH 59°58'49" EAST 21.177 FEET TO A POINT OF CURVATURE; AND (20) RUNNING NORTHEASTERLY ALONG THE ARC OF A 172.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°16'34", A DISTANCE OF 6.852 FEET; THENCE SOUTH 43°58'42" EAST 71.854 FEET; THENCE NORTH 46°00'06" EAST 73.491 FEET; THENCE SOUTH 02°30'55" EAST 532.593 FEET; THENCE NORTH 64°46'00" WEST 130.325 FEET; THENCE SOUTH 66°51'59" WEST 395.401 FEET; THENCE NORTH 67°21'52" WEST 257.801 FEET; THENCE SOUTH 80°48'11" WEST 341.019 FEET; THENCE SOUTH 80°48'10" WEST 410.927 FEET; THENCE NORTH 01°25'40" WEST 464.986 FEET TO THE POINT OF BEGINNING.
CONTAINS 636,044 SQ. FT. (14.602 ACRES)

Exhibit “B”


CURRENT ZONING: R-1-10
QUALITY PROPERTIES, INC. & QUALITY DEVELOPMENT, L.L.C.
PARCEL NOs. SG-5-3-15-313, SG-5-3-15-331 & SG-5-S-13-316
CURRENT ZONING: R-1-10
PROPOSED ZONING: OPEN SPACE
14.602 ACRES
CURRENT ZONING: R-1-10
OPEN SPACE
P.O.B.
N
80 0 80 160
SCALE IN FEET
1" = 80'
LEGEND
ZONE CHANGE
Vicinity Map
OPEN SPACE ZONE CHANGE BOUNDARY

DRAFT

Agenda Item Number: **11**

Request For Council Action

Date Submitted	10/27/2021 08:44 AM
Proposed City Council Date	11/04/2021
Applicant	Coaction International Development
Subject	Consider approval of an ordinance changing the zone from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street, north of 750 North. Case No. 2021-ZC-076
Background	The underlying general plan land use is COM (Commercial) with adjacent zoning of C-3 (General Commercial) and R--1-10 (Single Family Residential). The Planning Commission recommended approval.
Proposed Resolution Cost	Planning Commission recommends approval.
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-zc-076zionregmedcenterccpacket102721084444.pdf rda2-yearextensionmemo102721153113.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 11/04/2021

Zion Regional Medical Center Zone Change (Case No. 2021-ZC-076)		
Request:	This is a request to rezone 15 acres from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) to develop a new medical center.	
Applicant:	Coaction International Development	
Representative:	Jared Cox	
Location:	The property is located east of 3050 East Street, north of 750 North Street.	
General Plan:	COM (Commercial)	
Existing Zoning:	C-3 (General Commercial) and R-1-10 (Single Family Residential)	
Surrounding Zoning:	North	Washington City
	South	C-3 (General Commercial) and R-1-10 (Single Family Residential)
	East	R-1-10 (Single Family Residential)
	West	C-3 (General Commercial)
Land Area:	Approximately 15 acres	

BACKGROUND:
This is a zone change request to create a new planned development commercial (PD-C) zone for the purpose of developing a new medical center to be located east of 3050 East Street and north of 750 North Street. This PD-C is proposed to have two phases. The first phase is for the hospital, and the second phase is for the addition of a medical office and possible extension of the hospital. The medical office and hospital expansion will come at a later time as a zone change amendment.

The three-story hospital building will be 85,000 square feet with 24 patient beds, four operating rooms, and 12 emergency bays. The hospital is designed to be expanded in the future to 130,265 square feet.

The power system or circuits feeding this area are currently at capacity. A substation must be built prior to any development. The location for the substation has been determined and is shown on the White Hills General Plan Amendment case (2021-GPA-012) which is being presented at this same meeting. The substation will go in on the parcel that has the proposed Public Facility land-use designation. Once the substation is built, the city will have sufficient power for all proposed development in this area.

The developer of the White Hills project is currently performing a traffic study for this location. The results of this study are expected to be completed by the last week of October. Staff will, at that time, determine what road improvements will be expected. In addition, there is a planned pedestrian path that heads east along 850 North Street and then turns north to meet up with a planned Washington City trail on the east side of Walmart. The developer will be required to put in the pedestrian path and will work with our engineers to do so.

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks		The applicants have provided setbacks in their narrative as: North: 10’ South: 20’ East: 30’ West: 0’	The setbacks provided meet the setback requirements.
Temporary Buildings, including Cargo Containers	10-8-4	None	N/A

Pedestrian Circulation Plan	10-8-6	The site plan provided does not show any proposed pedestrian circulation plans	The site plan shows pedestrian access to 850 N, but no pedestrian access is shown to the west where a shared drive is shown. During the site plan review process the applicant will be required to have additional pedestrian access to connect into the shared drive.
Uses	10-8D-2	Please see the proposed use list found in the applicant's narrative located on page 7 of this report.	The use list provided is compatible with commercial zones. A Communication Transmission Facility over 50' will need to meet the standards found in Section 10-17A-6 and go through a zone change amendment.
Height and Elevation	10-8D-2	The two highest points of the roofline are at 57'4" and 50'	The PD-C zone allows for a 50' height. The applicants are asking for an increase in height to a maximum height of 54'
Phasing Plan	10-8D-2	There will be phasing, but each new phase will need to return for a zone change amendment.	N/A
Landscape Plan	10-8D-2	Landscape plans have not been provided.	5% of the parking lot will need to be landscaped. There will also need to be a 15' wide landscaped section along 750 N Street.
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 required.	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 been provided.	The parking lot lighting appears to meet the regulations except the lighting

			on the east side of the lot will need to be at 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	Hospital footprint is (42,820 sf) covers 13% of lot	The PD-C zone allows coverage up to 50%. This meets regulations.
Solid Waste	10-8D-6	The site plan does show the location of solid waste with a wall and gate around it.	During site plan review, the location and details of the solid waste will be reviewed and required to be compliant.
Buffer - Protection of Residential Property	10-8D-6	No landscaping plans have been provided.	The applicant will be required to put in a buffer strip along the eastern 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: **360** stalls. Parking was determined as: **Beds** 2 stalls per bed @ 24 beds = 48 stalls **Office** 1 stall per 250sf @ 52,338sf = 209 stalls **Total Required = 257 stalls**, over 103 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 with the following conditions:

1. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
2. A traffic study will be required to be completed and required improvements approved by staff.
3. A maximum height of no more than 54' will be allowed for all structures.
4. A Communication Transmission Facility over 50' will need to meet the standards found in Section 10-17A-6 and go through a zone change amendment.
5. Pedestrian friendly access is provided from the hospital entrance east to the shared drive to access commercial development on 3050 East Street.

ALTERNATIVES:
1. Approve as presented.
2. Approve with conditions.
3. Deny the zone change.
4. Table the proposed zone change to a specific date.

POSSIBLE MOTION:
I move we approve the Zion Regional Medical Center zone change from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) 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

Zion Regional Medical Center

Project Narrative – 9/21/2021

Project Description

Zion Regional Medical Center (ZRMC) is a proposed licensed acute care hospital development on a 15.0 acre (653,414 SF) parcel within the City of St. George. The property is part of the 107 acres of land owned by White Hills LC (the Sandberg Family) and will be subdivided out of the 107 acres by means of a Final Plat application.

During the initial phase of construction, the hospital will be approximately 85,000 SF in size and include 24 patient beds (a mix between med/surg and ICU beds), 4 operating rooms, 12 emergency bays, and supporting imaging and lab services. The building is designed as a 3-story structure with a building footprint size of 42,820 SF.

The building has been designed for future expansion as needed. The expanded future hospital size is expected to be 130,265 SF with 48 patient beds. The expanded future hospital footprint is expected to be 70,865 SF.

Additionally, a future Medical Office Building (MOB) has also been planned as part of the overall site improvements. This MOB will be approximately 40,000 SF in size and 2 stories tall. A separate submittal will be made to the Planning Commission once the building details have been identified.

Project Location

The proposed project is located near the northeast corner of 3050 E and 850 N. The vicinity map below shows the general location of the proposed development. There is not an address assigned to this property.

Rezone and PD-C Request

The existing 15-acre parcel is entirely within the General Plan use of Commercial. The 15-acre parcel overlaps two zoning districts, C-3 and R1-10. This request for the 15-acre parcel is to rezone the property PD-C with specific requirements for the hospital structure. The master developer Garn Development is also submitting a PD-C but only for the commercial property as shown in their submittal. The Zion Regional Medical Center is submitted independently and has been coordinated with the master developer to assure continuity of both developments. The intention is to expedite the hospital development and approve the building design and the rezone request in the same Public Meetings. An Exhibit has been added to the end of this report showing the limits of the Hospital rezone request and the coordination with the master developer.

Proposed Area, Setback and Height Requirements

Minimum yard setbacks (per St. George City Code 10-8D-6)

Front (south)	20' (to 850 North roadway)
Side (west)	0' (to internal commercial)
Side (east)	30' (R1-10 Zoning)
Rear (north)	10' (to exterior commercial)
Lot Area Min	10,000
Max Coverage	50%
Max Bldg. Height	50'

Proposed Uses

As part of this 15-acre Planned Development – Commercial rezone request, the proposed uses are all medical in nature and ancillary to the General Hospital. The proposed uses include:

Ambulance Service, (Including Helicopter)

Financial, Medical, and Professional Services

Hospital

Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hr)

Office

Retail Shops: Drive-through sales (Pharmacy), Specialty Sales (Medical Equipment/Supplies)

Service Businesses: Personal Care Service, Personal instruction service

Urgent Care

Communication Transmission facilities, including wireless, primary, & height over 50'

Proposed Building

The hospital building is a proposed 3-story structure. The natural topography falls to the southeast (approximately 30' across the entire 15-acres) and the building has been designed with a lower level opening to the east. As such, the west elevation only reveals a 2-story structure, but the east elevation shows a 3-story structure. The hospital is proposed to be 45'-4" tall with a 12'-0" mechanical screening of equipment above the top of building, for a total height of 57'-4". This building height is measured from the low side of the building (the east side).

The proposed building materials include two different but complimentary EFIS finishes as well as faux French Limestone along the main building entrance and emergency entrance. Curtainwall grazing is proposed at the main entrance of the building that faces the new public roadway 850 N that extends along the development frontage as shown in the building elevation details.

A proposed tower sign attached to the hospital has not been shown or detailed in the plans or exhibits. **It is anticipated that the tower will extend approximately 50' from the main building entrance to serve as an identifying element for patient arrival.** This additional height for the hospital tower sign will create building visibility from 3050 E which is approximately 10' to 30' higher than the proposed finished grade of the hospital.

Project Density

The proposed density of the project is shown at both the initial phase of construction as well as the future expansion and MOB.

Phase 1	Area (sf)	% of Total
Building Footprint	42,820	6.55%
Parking/Drive/Sidewalk Area	206,906	31.67%
Landscape Area	382,088	58.48%
Medical Office Building	20,000	3.06%
Helipad	1,600	0.24%
TOTAL =	653,414	100.00%

Future Expansion Density and Lot Coverage Calculations:

Future Expansion Included	Area (sf)	% of Total
Building Footprint	70,865	10.85%
Parking/Drive/Sidewalk Area	357,679	54.74%
Landscape Area	203,270	31.11%
Medical Office Building	20,000	3.06%
Helipad	1,600	0.24%
TOTAL =	653,414	100.00%

During the future expansion of the hospital development, the maximum lot coverage is 14% (total building footprint divided by total parcel size of 15 acres).

Project Phasing

The proposed initial phase of construction only includes the 85,000 SF hospital and corresponding site improvements. The undeveloped portions of the 15 acre site will be stabilized and landscaped for future expansion. The Medical Office Building is shown on the hospital site and will be developed under a separate application. Once the 85,000 SF hospital and the Medical Office Building are developed, it is expected that hospital expansion will begin for additional capacity to the Surgical Department as well as the In-patient Beds and the Emergency Department. This future expansion will grow the hospital building to approximately 130,265 SF in size. This future expansion will include the addition of on-site parking as shown in the Site Development Plan.

Proposed Infrastructure (by master developer)

The project is being coordinated with the Master Development proposed by White Hills LC. The initial phase of construction will only include the 85,000 SF hospital and the necessary infrastructure. The public Roadway 850 N will be extended east into the master development along the proposed alignment. The roadway will terminate just past the hospital frontage with a temporary turnaround for emergency vehicles. The master developer (Garn Development) has the responsibility of designing and constructing all offsite improvements required for the hospital. These include extending the public roadway 850 North from 3050 East to include all of the hospital parcel frontage. Also, public water line and service will be extended along the same 850 North Right-of-Way to bring the available water to the hospital parcel. Sanitary sewer service will be from stubbed from 850 North by the master developer. Additionally, the master developer will be responsible for all electrical infrastructure requirements as needed by the City of St. George, such as the dedication of an electrical substation within the master development. Storm Drain infrastructure will be provided outside of the 15-acres hospital parcel. The hospital runoff will leave the parcel and be captured within an retention/detention basin within the master development.

Proposed Parking

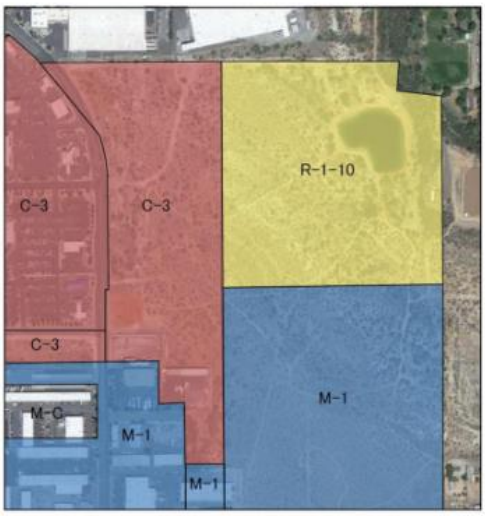
The site has been developed to accommodate the required parking of both Phase 1 improvements, the Future Expansion improvements, as well as the Medical Office Building as shown below:

Hospital Phase 1 Parking		Parking Req.
Beds (2 spaces per bed)	24	48
Office and Other Areas (1/250 SF)	52,338	209
	Phase 1 Total Parking Required	257
	Phase 1 Total Parking Provided	360

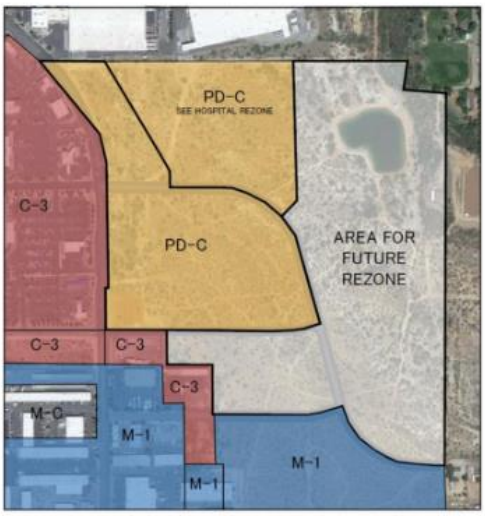
Hospital Future Expansion Parking		Parking Req.
Beds (2 spaces per bed)	48	96
Office and Other Areas (1/250 SF)	91,588	366
	Phase 2 Hospital Parking Required	462
	Phase 2 Total Parking Provided	462

Medical Office Building Parking		Parking Req.
Office (1/250 SF)	40,000	160
	Medical Office Building Parking Required	160
	Medical Office Building Parking Provided	160

Rezone Request:



EXISTING ZONING



PROPOSED ZONING

GARN DEVELOPMENT

SAINT GEORGE WHITE HILLS DEVELOPMENT
GENERAL PLAN AMENDMENT
SAINT GEORGE, UTAH

Colored Site Plan:

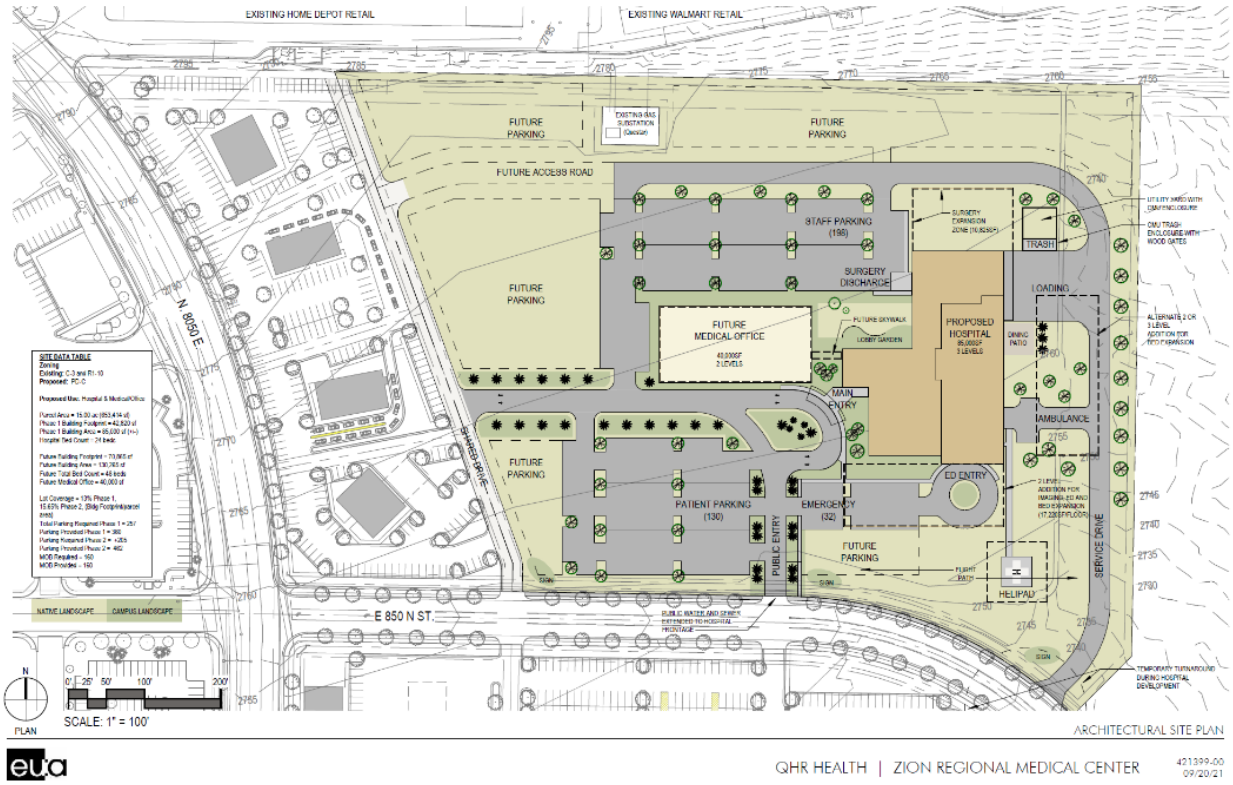


Exhibit B
PowerPoint Presentation

Zion Regional Medical Center

2021-ZC-076

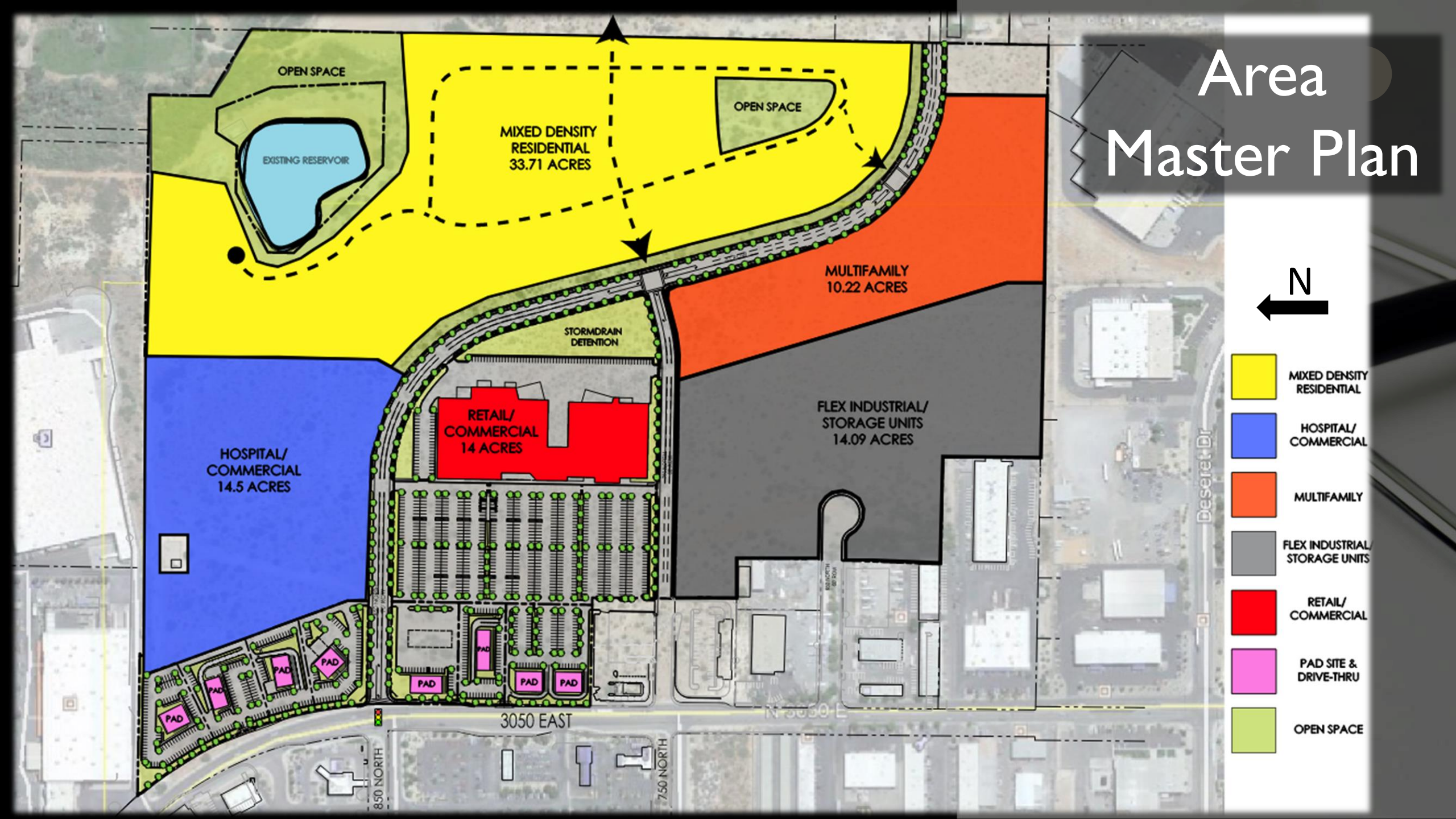
Location

Red Hill Pkwy
I-15
Green Spring Dr
E 850 N ST
E 850 N ST
E 750 N ST
E 700 N ST
N 2720 E ST
N 2450 E ST
E 620 N ST
E 610 N ST
N 3050 E ST

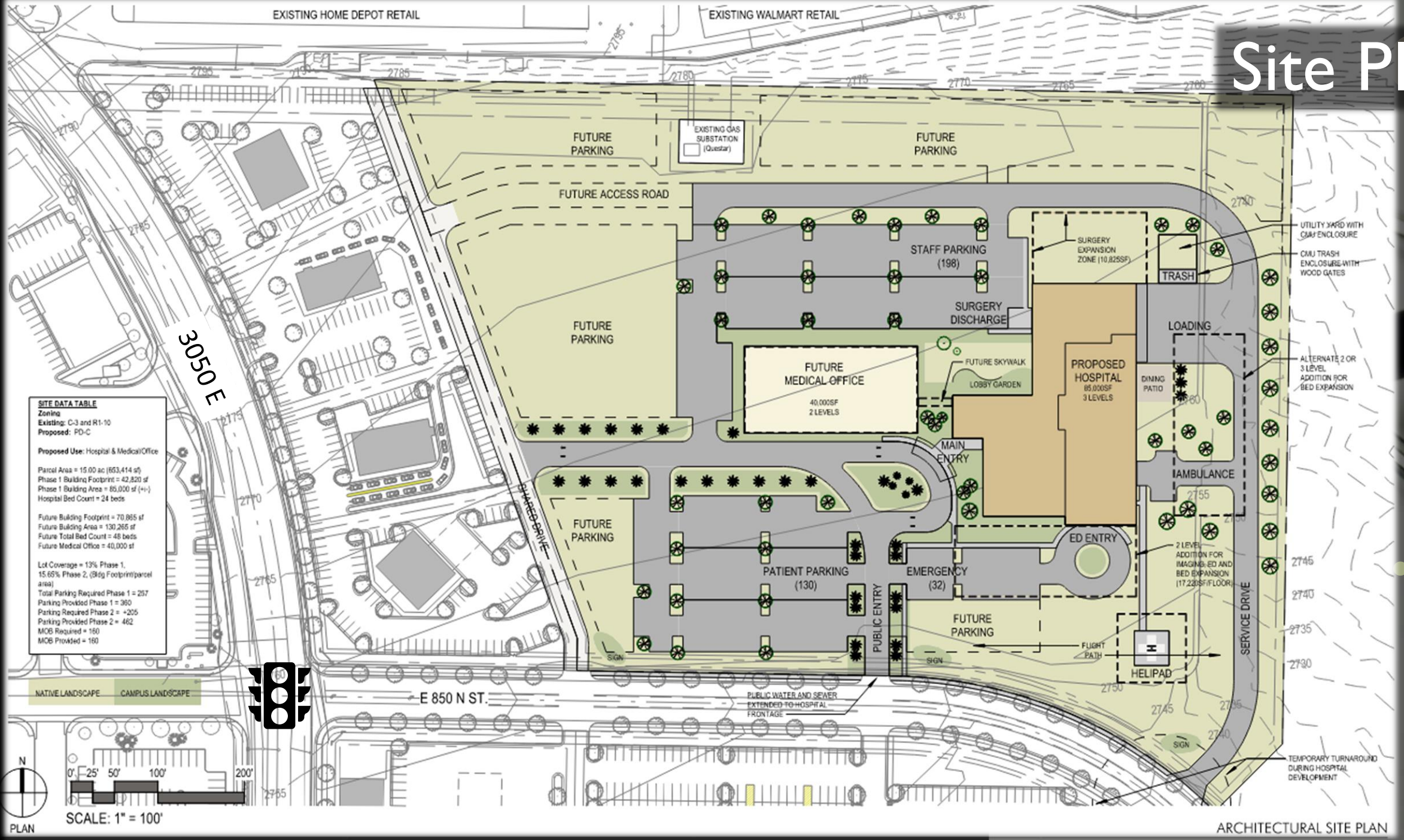
General Plan

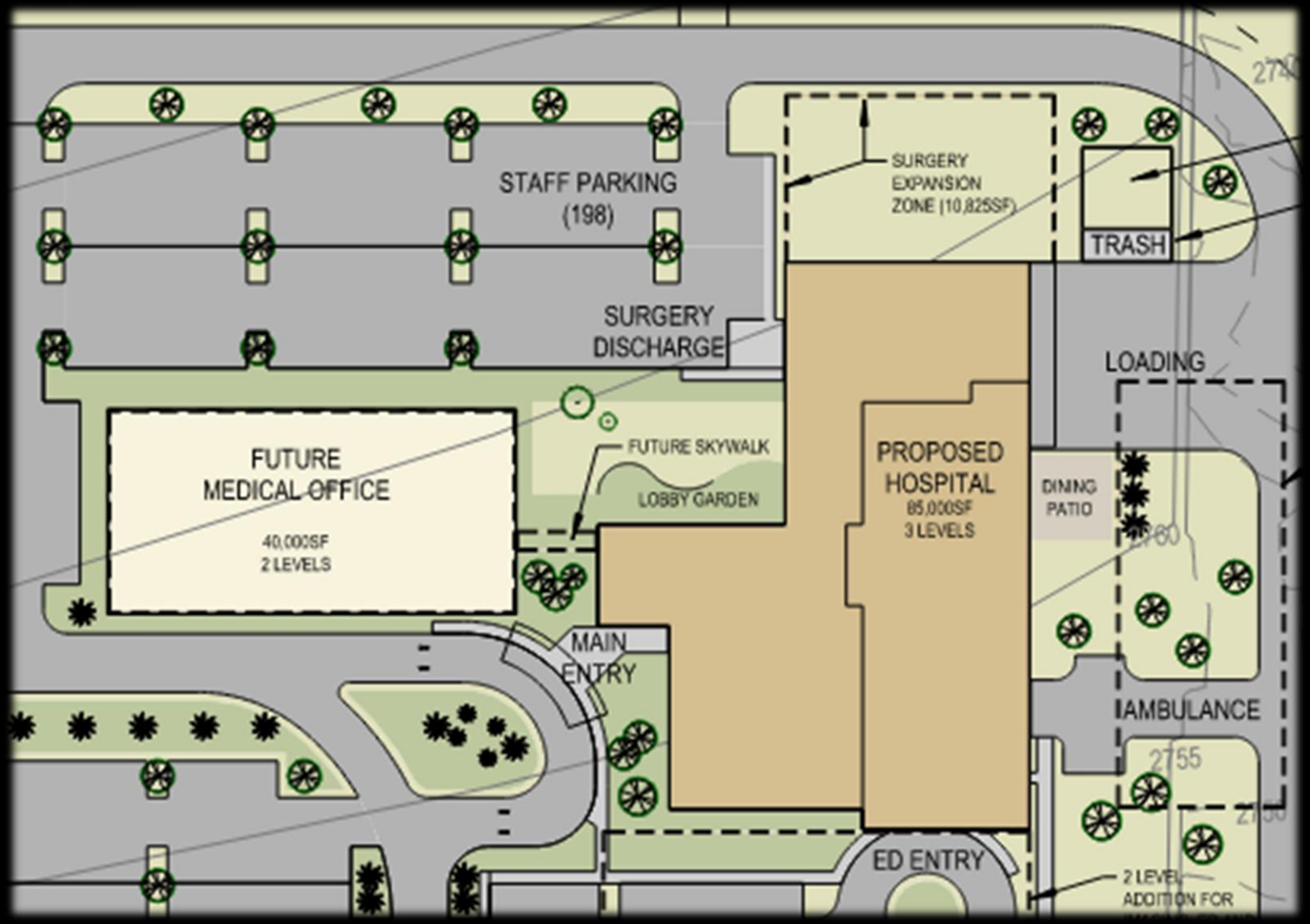
Zoning

Area Master Plan



Site Plan


EXISTING HOME DEPOT RETAIL
EXISTING WALMART RETAIL
FUTURE PARKING
EXISTING GAS SUBSTATION (Questar)
FUTURE PARKING
FUTURE ACCESS ROAD
STAFF PARKING (198)
SURGERY EXPANSION ZONE (10,825SF)
TRASH
UTILITY YARD WITH CMU ENCLOSURE
CMU TRASH ENCLOSURE WITH WOOD GATES
FUTURE PARKING
SURGERY DISCHARGE
LOADING
FUTURE MEDICAL OFFICE
40,000SF
2 LEVELS
FUTURE SKYWALK
LOBBY GARDEN
PROPOSED HOSPITAL
85,000SF
3 LEVELS
DINING PATIO
ALTERNATE 2 OR 3 LEVEL ADDITION FOR BED EXPANSION
3050 E
MAIN ENTRY
AMBULANCE
SHARED DRIVE
FUTURE PARKING
ED ENTRY
2 LEVEL ADDITION FOR IMAGING, ED AND BED EXPANSION (17,220SF/FLOOR)
PATIENT PARKING (130)
EMERGENCY (32)
PUBLIC ENTRY
FUTURE PARKING
SERVICE DRIVE
FLIGHT PATH
HELIPAD
SIGN
SIGN
SIGN
SITE DATA TABLE
Zoning
Existing: C-3 and R1-10
Proposed: PD-C
Proposed Use: Hospital & Medical/Office
Parcel Area = 15.00 ac (653,414 sf)
Phase 1 Building Footprint = 42,820 sf
Phase 1 Building Area = 85,000 sf (+/-)
Hospital Bed Count = 24 beds
Future Building Footprint = 70,865 sf
Future Building Area = 130,265 sf
Future Total Bed Count = 48 beds
Future Medical Office = 40,000 sf
Lot Coverage = 13% Phase 1, 15.65% Phase 2, (Bldg Footprint/parcel area)
Total Parking Required Phase 1 = 257
Parking Provided Phase 1 = 360
Parking Required Phase 2 = +205
Parking Provided Phase 2 = 462
MOB Required = 160
MOB Provided = 160
NATIVE LANDSCAPE
CAMPUS LANDSCAPE
E 850 N ST.
PUBLIC WATER AND SEWER EXTENDED TO HOSPITAL FRONTAGE
TEMPORARY TURNAROUND DURING HOSPITAL DEVELOPMENT
N
0' 25' 50' 100' 200'
SCALE: 1" = 100'
PLAN
ARCHITECTURAL SITE PLAN

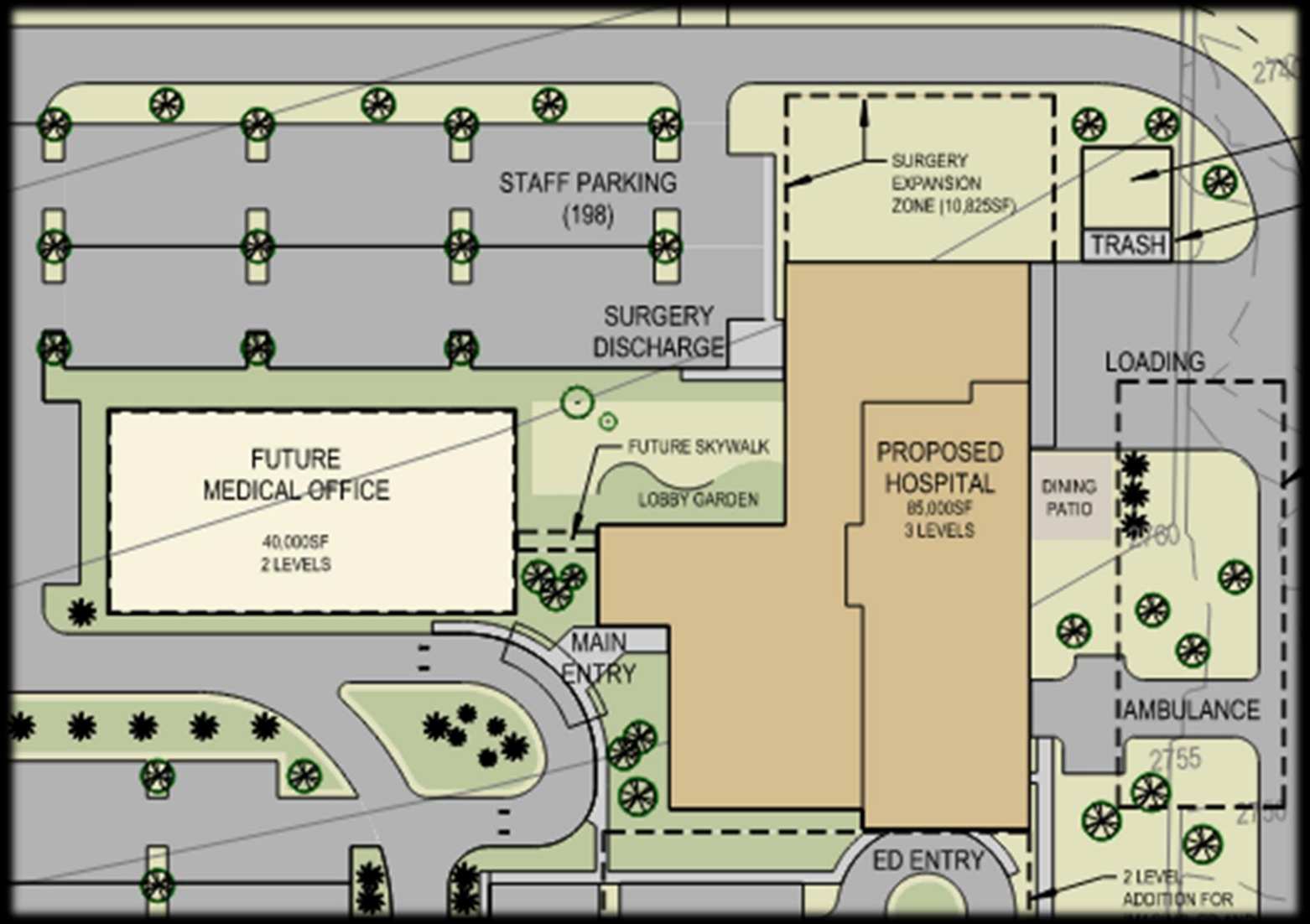


Hospital

- 85,000 sq. ft.
- 3 story
- 24 beds
- 4 operating rooms
- 12 emergency bays

Future Expansion:

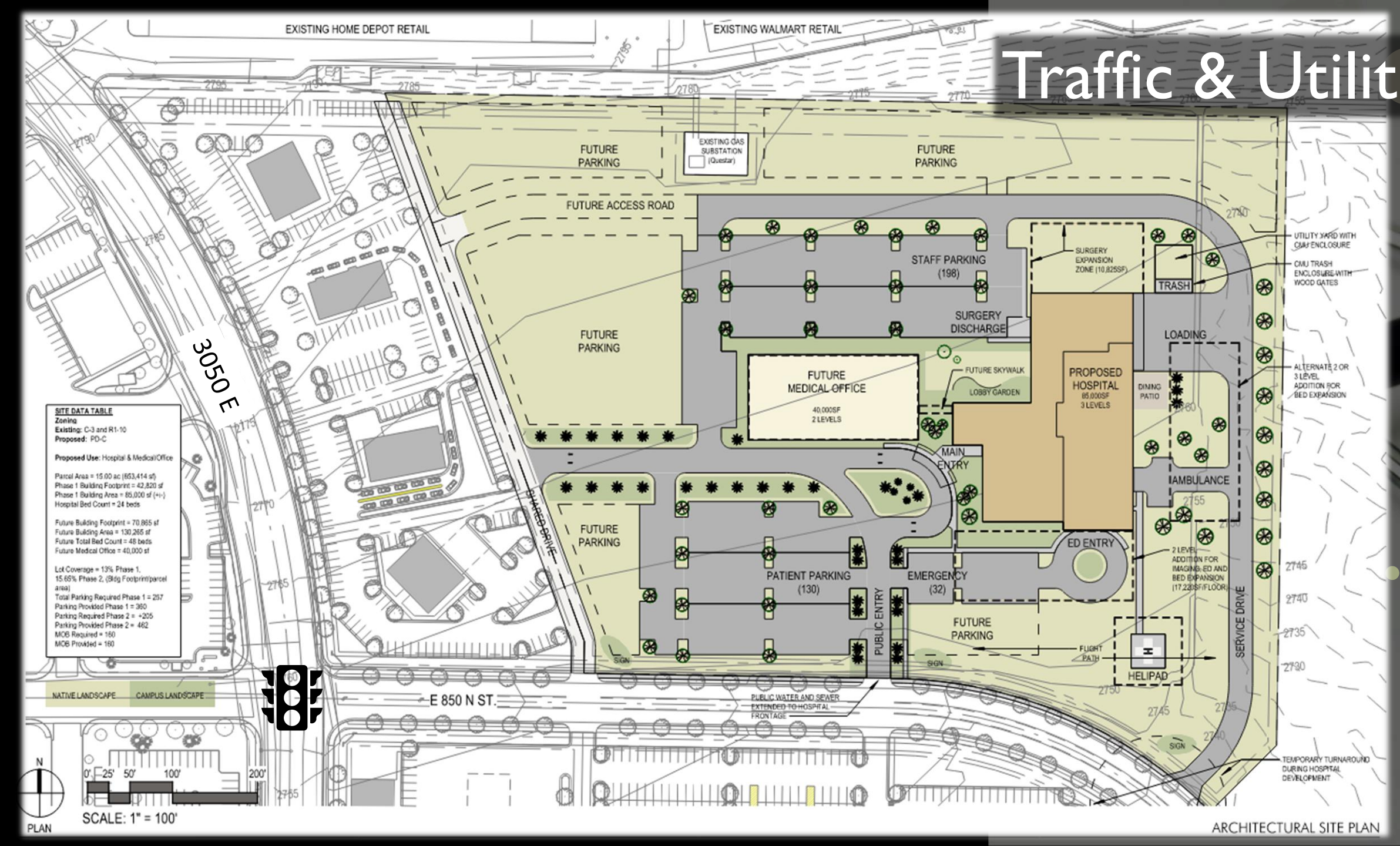
- 130,265 sq. ft.
- 48 beds

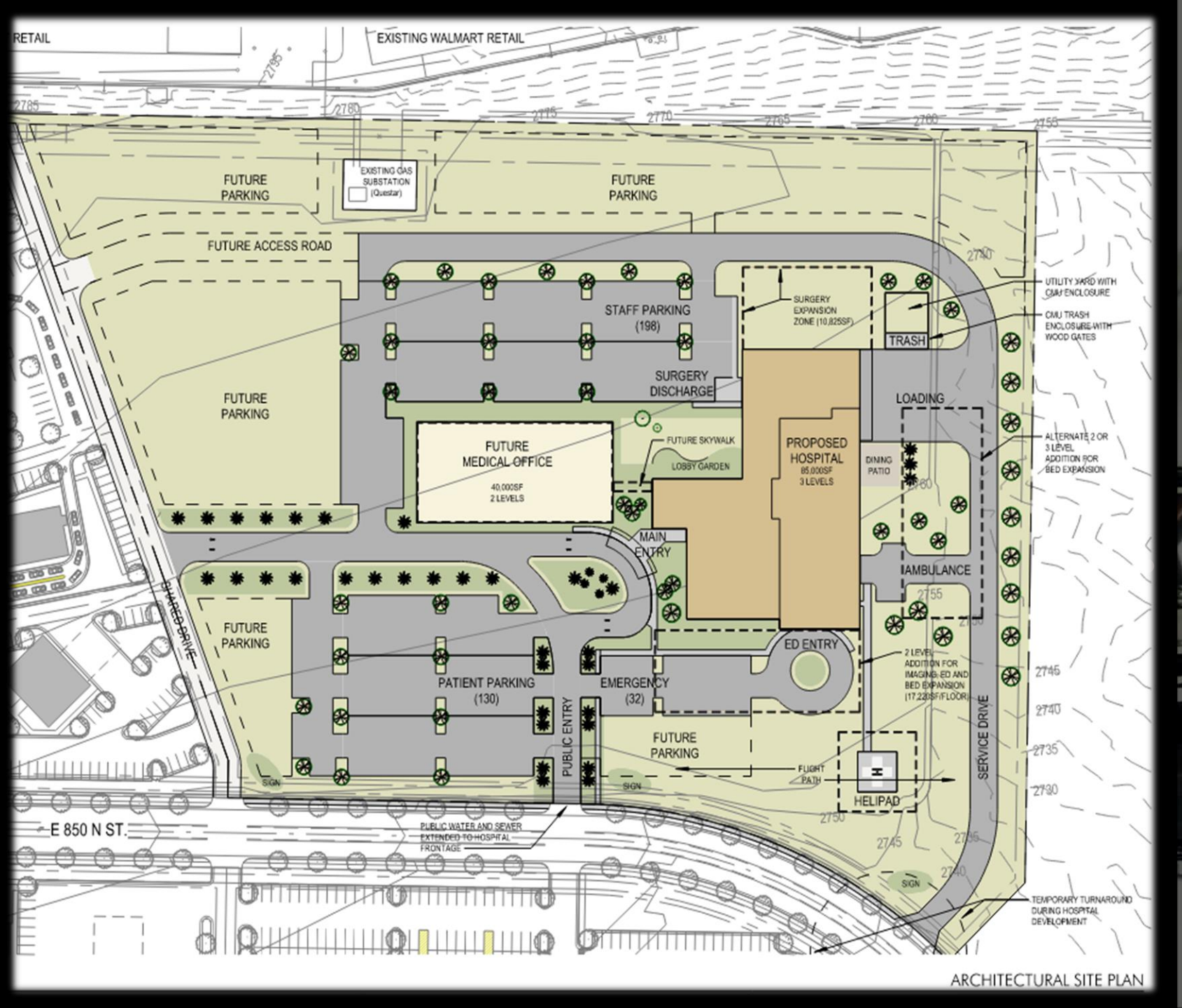


Future Medical Office

- 40,000 sq. ft.
- 2 story

Traffic & Utilities





Parking

Parking shown: **360** stalls. Parking was determined as:

Beds

2 stalls per bed @ 24 beds = 48 stalls

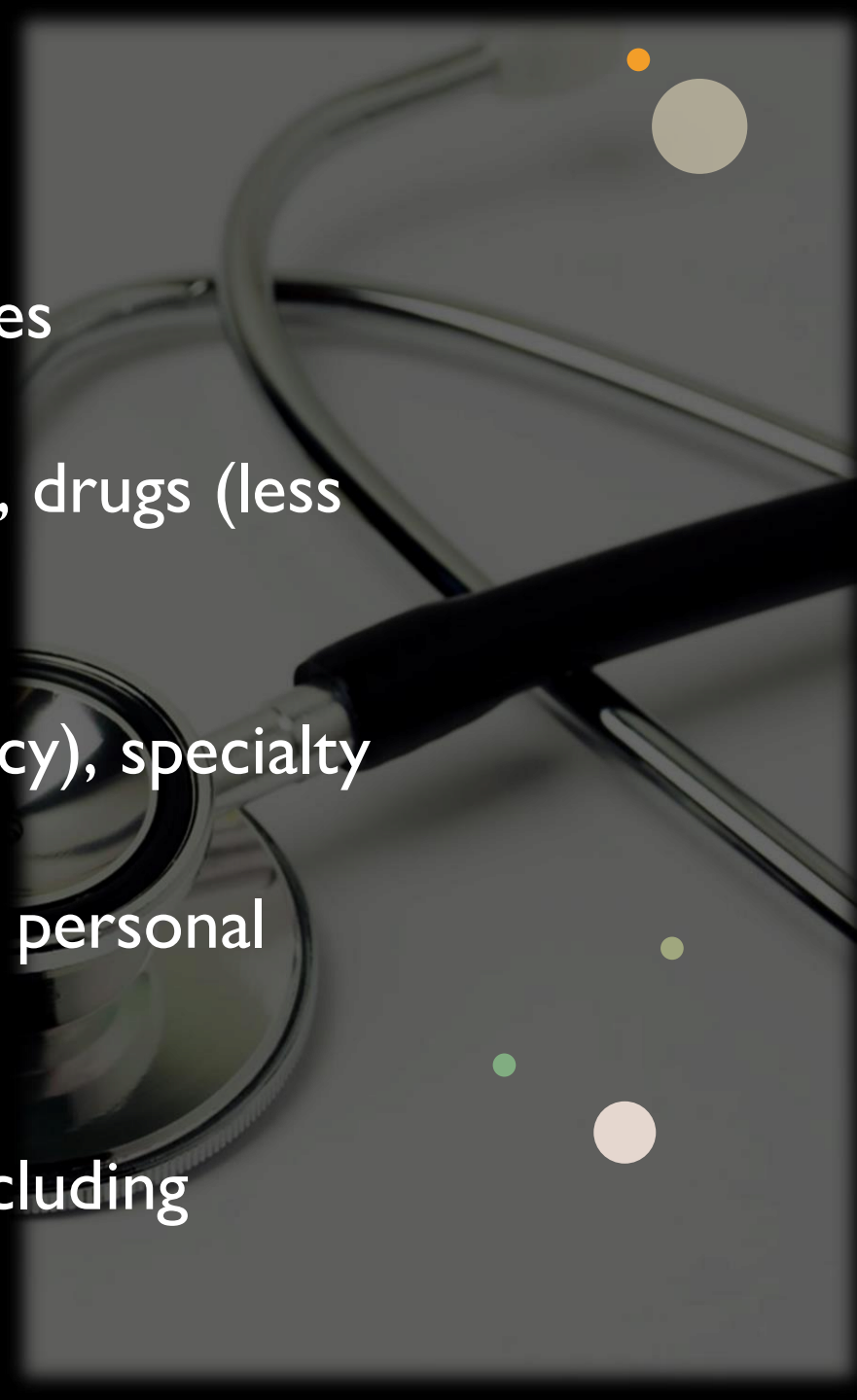
Office

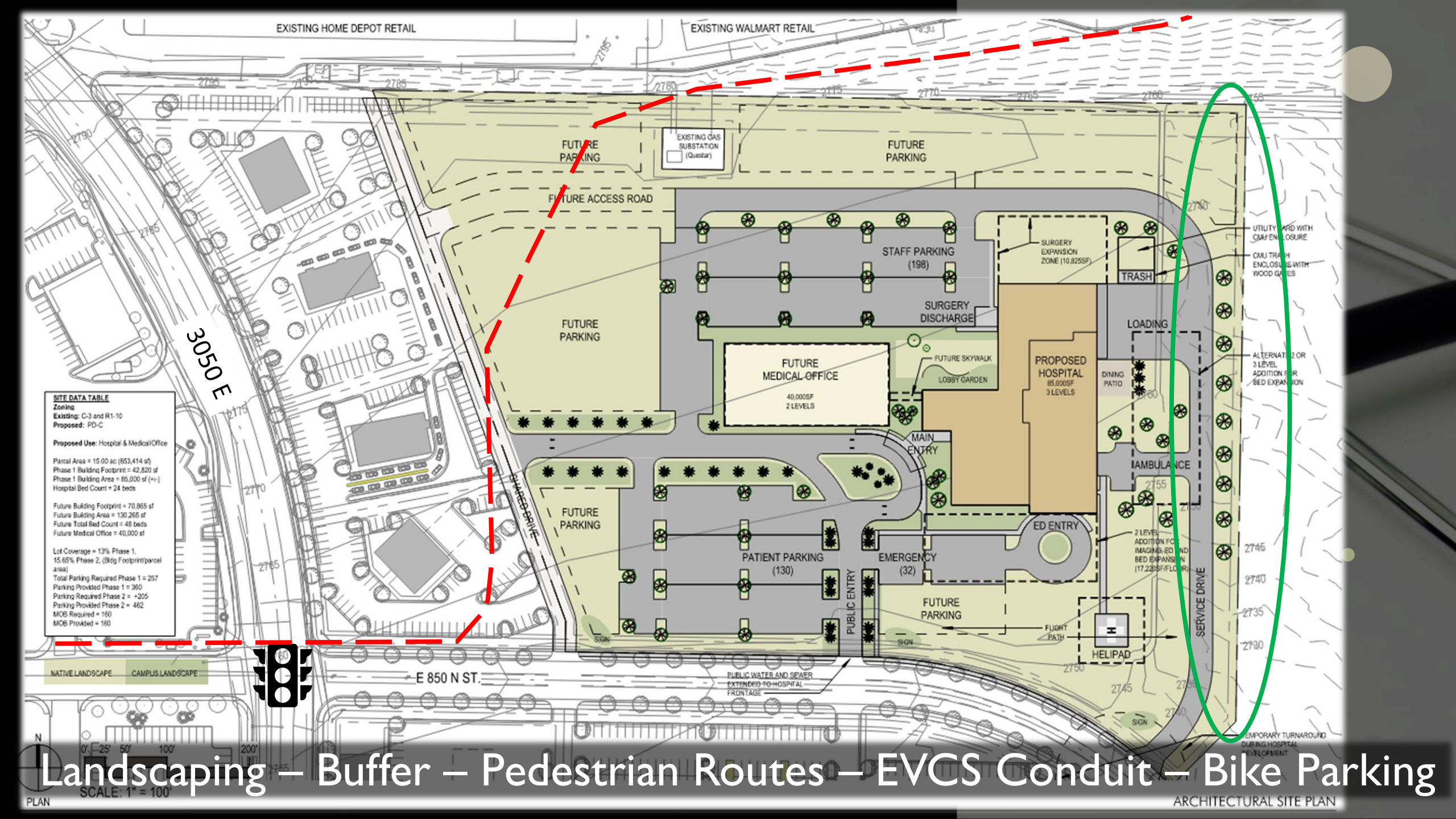
1 stall per 250sf @ 52,338sf = 209 stalls

Total Required = 257 stalls, over 103 stalls

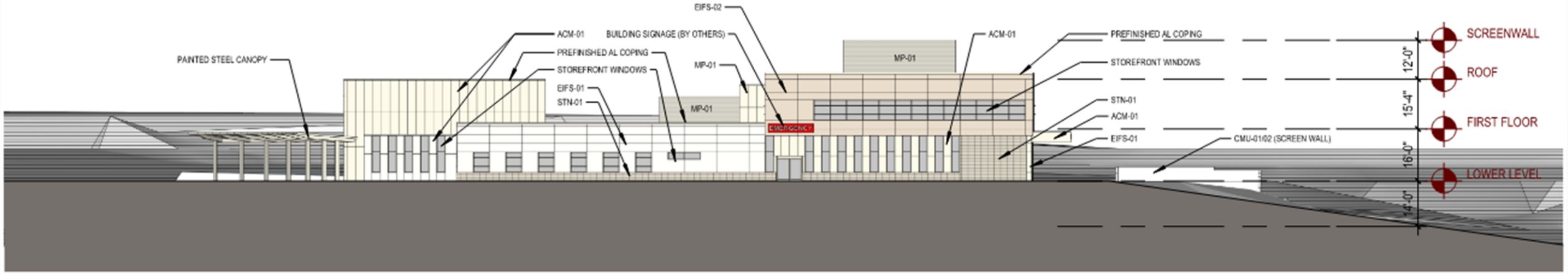
Use List

- Ambulance Service (including Helicopter)
- Financial, Medical, and professional services
- Hospital
- Counseling center, mental health, alcohol, drugs (less than 24 hr)
- Office
- Retail shops: drive-through sales (pharmacy), specialty sales (medical equipment/supplies)
- Service businesses: personal care service, personal instruction service
- Urgent care
- Communication transmission facilities, including wireless, primary, & height over 50’

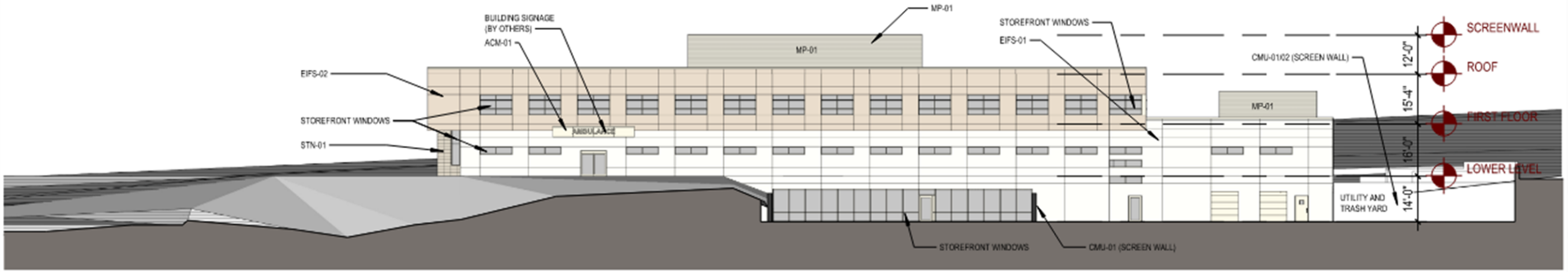




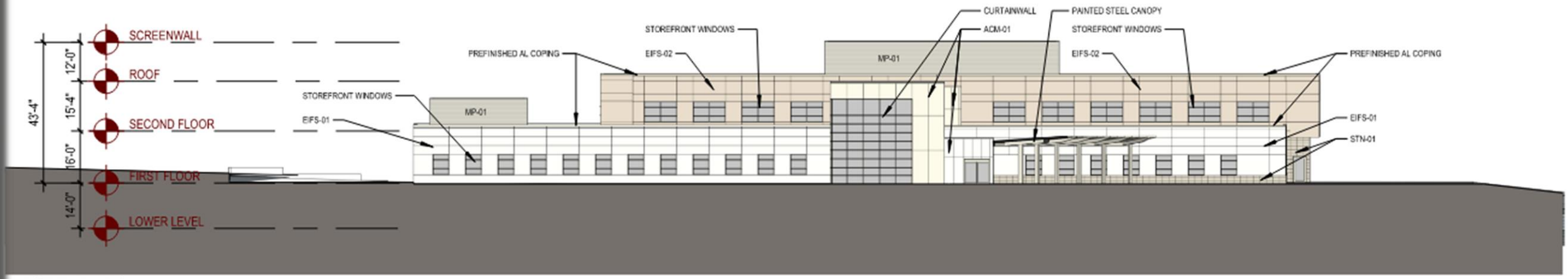
Landscaping – Buffer – Pedestrian Routes – EVCS Conduit – Bike Parking



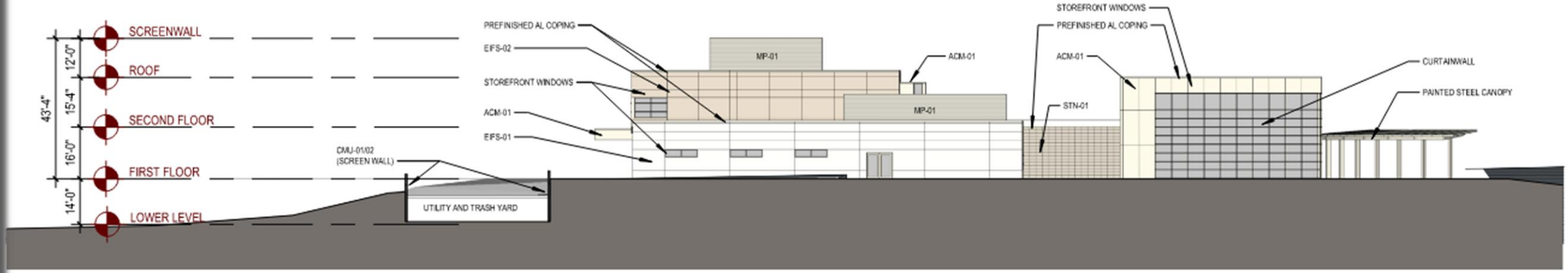
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION

PERSPECTIVE FROM E 850 N ST

EXTERIOR MATERIALS

RECOMMENDATION

Planning Commission recommended approval of this zone change with the following conditions:

1. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.

2. A traffic study will be required to be completed and required improvements approved by staff.

3. A maximum height of no more than 54’ will be allowed for all structures.

4. A Communication Transmission Facility over 50’ will need to meet the standards found in Section 10-17A-6 and go through a zone change amendment.

5. Pedestrian friendly access is provided from the hospital entrance east to the shared drive to access commercial development on 3050 East Street.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-3 (GENERAL COMMERCIAL) AND R-1-10 (SINGLE FAMILY RESIDENTIAL MINIMUM LOT SIZE 10,000 SQUARE FEET) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 15 ACRES LOCATED EAST OF 3050 EAST STREET AND NORTH OF 750 NORTH.

(Zion Regional Medical Center)

WHEREAS, the property owner has requested a zone change from C-3 (General Commercial) and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street and north of 750 North; and

WHEREAS, the Planning Commission held a public hearing on the requested zone change; and

WHEREAS, the City Council held a public meeting on this request on November 4, 2021; and

WHEREAS, the City Council has determined that the requested amendment 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 C-3 (General Commercial) and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial)on approximately 15 acres located east of 3050 East Street and north of 750 North. The location of the zone change is more specifically described on the attached property legal description, incorporated herein as Exhibit “A”, and parcel exhibit, incorporated herein as Exhibit “B”.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect 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 4th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A" – Legal Description

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

Beginning at a point on the section line, said point being North 89°02'41" West 1,939.76 feet along the section line from the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

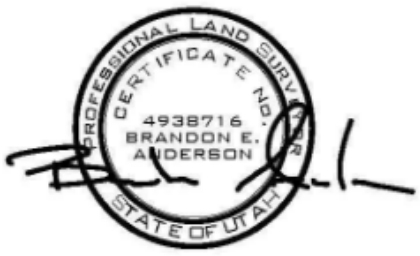
thence South 89°02'41" East 1,060.78 feet along said section line;
thence South 00°57'20" West 749.07 feet;
thence South 45°00'00" West 110.03 feet;
thence Northwest 411.27 feet along an arc of a 535.00 foot radius curve to the left (center bears South 45°00'00" West, long chord bears North 67°01'20" West 401.22 feet with a central angle of 44°02'41");
thence North 89°02'41" West 367.00 feet;
thence North 00°57'19" East 37.08 feet;
thence North 20°00'00" West 686.01 feet to the Point of Beginning.

Less and excepting the following parcel:

Beginning at a point being North 89°02'41" West 1,512.28 feet along the section line and South 40.00 feet from the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

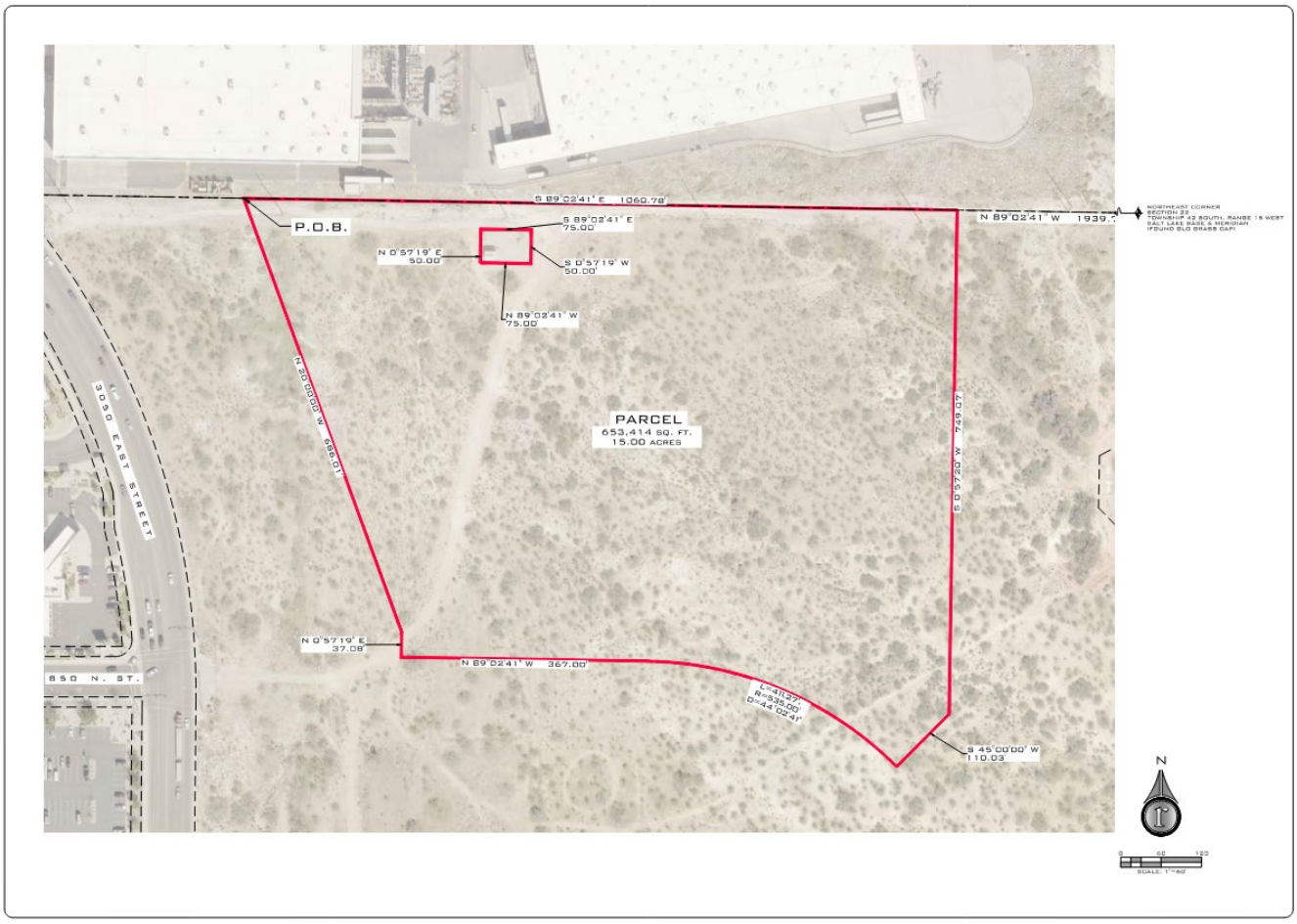
thence South 00°57'19" West 50.00 feet;
thence North 89°02'41" West 75.00 feet;
thence North 00°57'19" East 50.00 feet;
thence South 89°02'41" East 75.00 feet to the Point of Beginning.

Containing 653,414 square feet or 15.00 acres.



September 16, 2021

Exhibit “B” – Parcel Exhibit



DRAFT

Agenda Item Number: **12**

Request For Council Action

Date Submitted	10/27/2021 08:37 AM
Proposed City Council Date	11/04/2021
Applicant	Scott Sandberg
Subject	Consider approval of an ordinance changing the zone from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street, north of 750 North Street. Case No. 2021-ZC-074
Background	The underlying general plan land use is COM (Commercial) with adjacent zoning of R-1-10 (Single Family Residential), C-3 (General Commercial), and M-1 (Manufacturing). The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-zc-074whitehillsccpacket102721083718.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 11/04/2021

St. George White Hills Commercial Development Zone Change (Case No. 2021-ZC-074)		
Request:	This is a request to rezone 23 acres from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) to develop a new commercial center.	
Applicant:	Scott Sandberg	
Representative:	Garrett Goff	
Location:	The property is located east of 3050 East Street, north of 750 North Street.	
General Plan:	COM (Commercial)	
Existing Zoning:	C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential)	
Surrounding Zoning:	North	C-3 (General Commercial) and R-1-10 (Single Family Residential)
	South	C-3 (General Commercial) and M-1 (Manufacturing)
	East	M-1 (Manufacturing) and R-1-10 (Single Family Residential)
	West	C-3 (General Commercial)
Land Area:	Approximately 26.99 acres	

BACKGROUND:
This is an initial zone change request to create a new planned development commercial (PD-C) zone for the purpose of developing a new commercial center to be located east of 3050 East Street and north of 750 North Street. This zone change request will be to approve the PD-C zone along with the conceptual layout and use list only; the applicant will need to return for an amendment with each new building design.

The conceptual layout is included, it is proposed to have four mid-box pads and one retail pad along with eight out lots designed for restaurant, service, and gas station/C store uses. The proposed use list is attached as Exhibit A. Staff does have comments concerning a few of the uses. Staff's comments are listed after the use which has been italicized:

1. *Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).* This use is allowed as a permitted with standards use.
2. *Car wash.* A car wash is only permitted in a PD-C (Planned Development Commercial). This zone change request would change this zone to PD-C; however, the applicant does not have any plans to present at this time. Staff proposed that this use be removed at this time, and if and when they are ready to build a car wash at this location, they propose to add this use at that time.
3. *Large floor area building (20,000 sq. ft. or more ground floor aggregate).* This use requires a CUP (Conditional Use Permit) in the commercial zones; however, since this request is to create a PD-C, a CUP would not be needed as 20,000 sq. ft. buildings are permitted through the approval process.
4. *Crematorium, independent human*. Crematoriums produce a fine dust particle that could be detrimental to the health of children and the elderly. Since residential development is proposed nearby, this use may not be appropriate.

Apart from the conceptual layout and use list, the applicant will be required to complete a traffic study for this area. They are currently working on completing the traffic study, and we expect the traffic report to be completed by the last week of October when our engineers will be able to formally review it. In addition, there is a planned pedestrian path that heads east along 850 North Street and then turns north to meet up with a planned Washington City trail on the east side of Walmart. The developer will be required to put in the pedestrian path and will work with our engineers to do so.

RECOMMENDATION:
Planning Commission recommended approval of this Zone Change with the following conditions:

1. The following uses be removed:
    a. Car wash
    b. Large floor area building (20,000 sq. ft. or more ground floor aggregate)
    c. Crematorium, independent human
2. Permitted with Standards (PS) is added to the Animal hospital and veterinary clinic, including overnight care of large animals (no boarding) use.

3. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
4. If the traffic study produces any concerns, they will be mitigated by staff during the site plan review process.

ALTERNATIVES:

1. Approve as presented.
2. Approval with additional conditions.
3. Deny.
4. Table the proposed zone change to a specific date.

POSSIBLE MOTION:

I move we approve the St. George White Hills Commercial Development zone change from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) with the conditions recommended by the Planning Commission.

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.

Exhibit A
Proposed Use List

LIST OF PROPOSED USES FOR SAINT GEORGE WHITE HILLS DEVELOPMENT

- Alcohol establishments, including the following:
  - Off-premise beer retailer.
  - Microbrewery or micro winery (with restaurant or bar establishment).
- Ambulance service.
- Indoor amusement activities such as paintball, miniature golf, arcade, etc.
- Animal Services including the following:
  - Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building.
  - Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).
- Automobile and vehicle services, limited to the following uses:
  - Automobile parts sales (new parts only); provided, conducted entirely within completely enclosed building.
  - Automobile rental (vehicles up to 26' in length)
  - Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery, or transmission work; provided, conducted within completely enclosed building.
  - Car wash.
  - Tire sales and services; provided, conducted entirely within completely enclosed building.
- Convenience markets with gas pumps/gas stations.
- Counseling center, mental health, alcohol, drugs (non-residential, less than 24 hours).
- Financial, medical, and professional offices.
- Food service establishments, including the following and similar uses:
  - Catering establishment.
  - Restaurant.
  - Drive-thru.
- Government facilities and public services.
- Hospital.
- Hotel/Motel.
- Nursing home.
- Offices.
- Large floor area building (20,000 sq. ft. or more ground floor aggregate).
- Retail shops:
  - Antique store.
  - Athletic and sporting goods store.
  - Department store.

  - Drive-through sales (pharmacy, dairy products, etc.)
  - Furniture sales and repair.
  - Household appliance sales and service.
  - Paint or wallpaper store.
  - Pawnshop.
  - Seed and feed store (retail).
  - Specialty sales (medical equipment/supplies).
  - Supermarket/grocery store.
  - Thrift shop/second hand store/ consignment store (no outside storage and no drop-off of items during the hours the business is closed).
  - Vegetable stand.
- Payday lending/title lending.
- Service Businesses, limited to the following:
  - Body piercing, ancillary to permitted use.
  - Carpet and rug cleaning.
  - Child care center.
  - Construction trade services, plumbing shop, electric shop, etc.
  - Crematorium, independent human.
  - Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities).
  - Gunsmith.
  - Janitor service and supply.
  - Locksmith.
  - Mortuary.
  - Cosmetic services.
  - Personal care services.
  - Personal instruction services.
  - Pest control and extermination.
  - Pet grooming.
  - Printing, lithographing, publishing, or reproduction sales and service.
  - Psychic, tarot card reader, fortune teller, hypnotist, etc.
  - Sign sales.
  - Tattoo establishment.
- Transportation, limited to the following uses:
  - Bus terminal.
  - Taxi/shuttle service.

Exhibit B
Applicant's Narrative

Planned Development Commercial Initial Zone Change

Summary:

The applicant is looking to change the zone on part of the acreage at approximately 3050 E 850 N. on parcels SG-5-2-22-112, SG-5-2-22-111, SG-5-2-22-12. The request is to change the C-3 zone to PD-C and change some of the R-1-10 zone to PD-C. The rest of the R-1-10 zone and some of the M-1 zone to the South will be an "area for future rezone". We are proposing retail shops along 3050 E. with a Hospital on the NE side of the rezoned PD-C, then we will have mid box retail at the SE side of the rezoned PD-C. The area for future rezone, we will look to have high density residential along with mid density residential. The balance of the area to the south will remain M-1. Thank you for your time and consideration.

Exhibit C
Citizen Comment

From: Andrew Christensen
Sent: Friday, October 8, 2021 2:48 PM
To: Carol Davidson
Subject: Re: Planning & Zoning Meeting Tuesday 10/12 5pm, St. George, UT

Hi Carol:

Thank you for your email.

I think the biggest questions we would have would be the obvious increased congestion on N. 3050 E., and Red Cliffs Drive.

The main statement we would have would be the potential widening of N. 3050 E., and widening of Red Cliffs Drive to accommodate the increased congestion for the large developments.

Would the developers being sharing the cost to widen the roads, or would this be a potential local roads or transportation municipality that will ultimately have to complete and fund the road improvements?

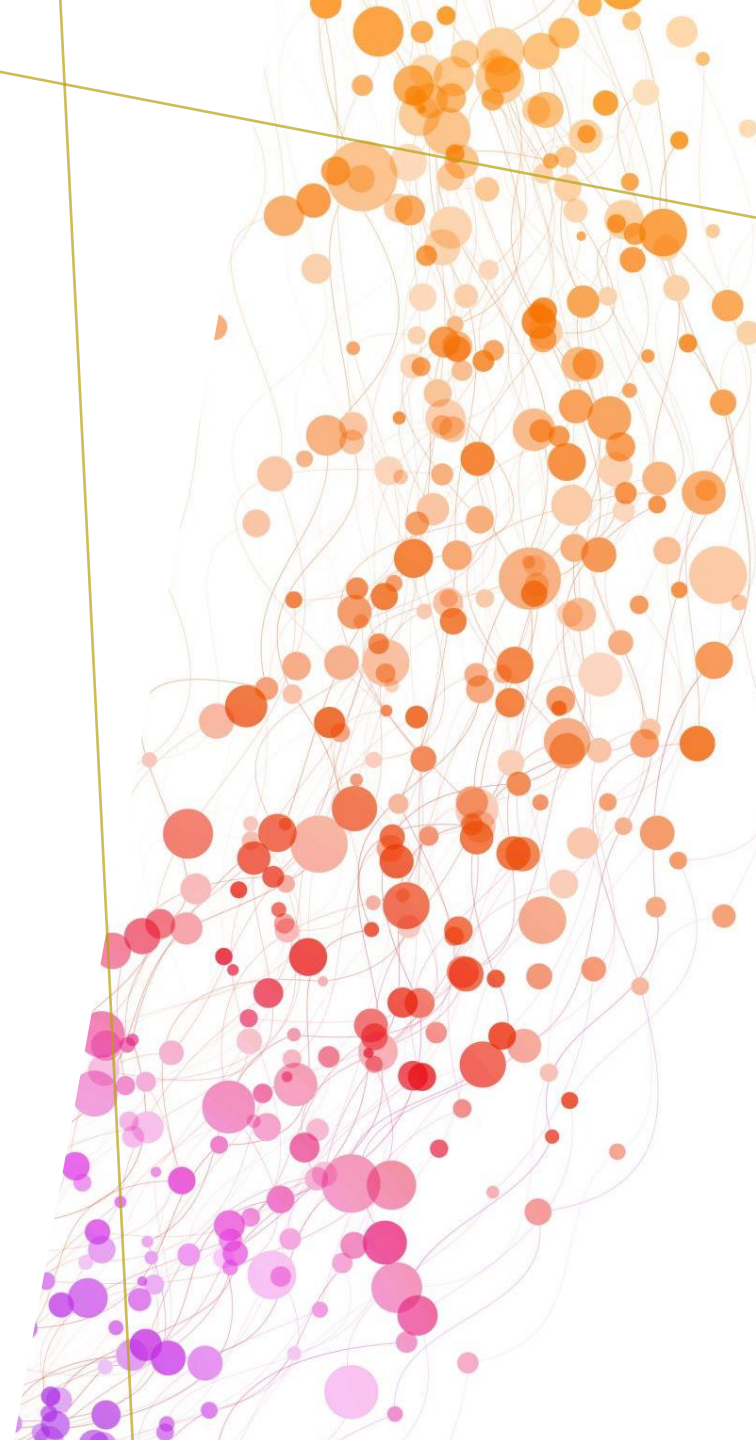
Thank you again for your email, and let me know if you have any questions.

Andrew Christensen
Real Estate Manager
Sportsman's Warehouse

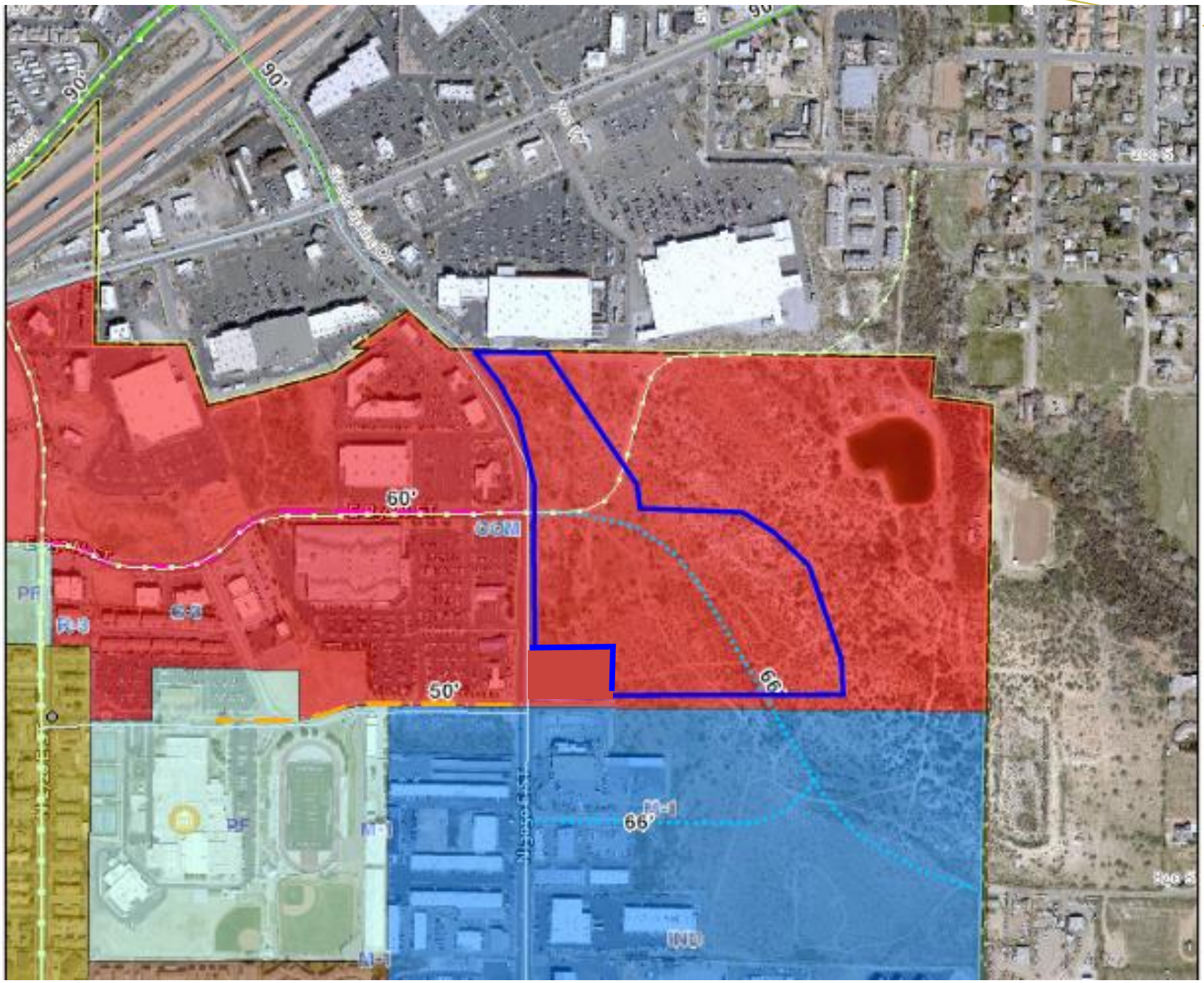
Exhibit D
PowerPoint Presentation

ST GEORGE WHITE HILLS COMMERCIAL DEVELOPMENT

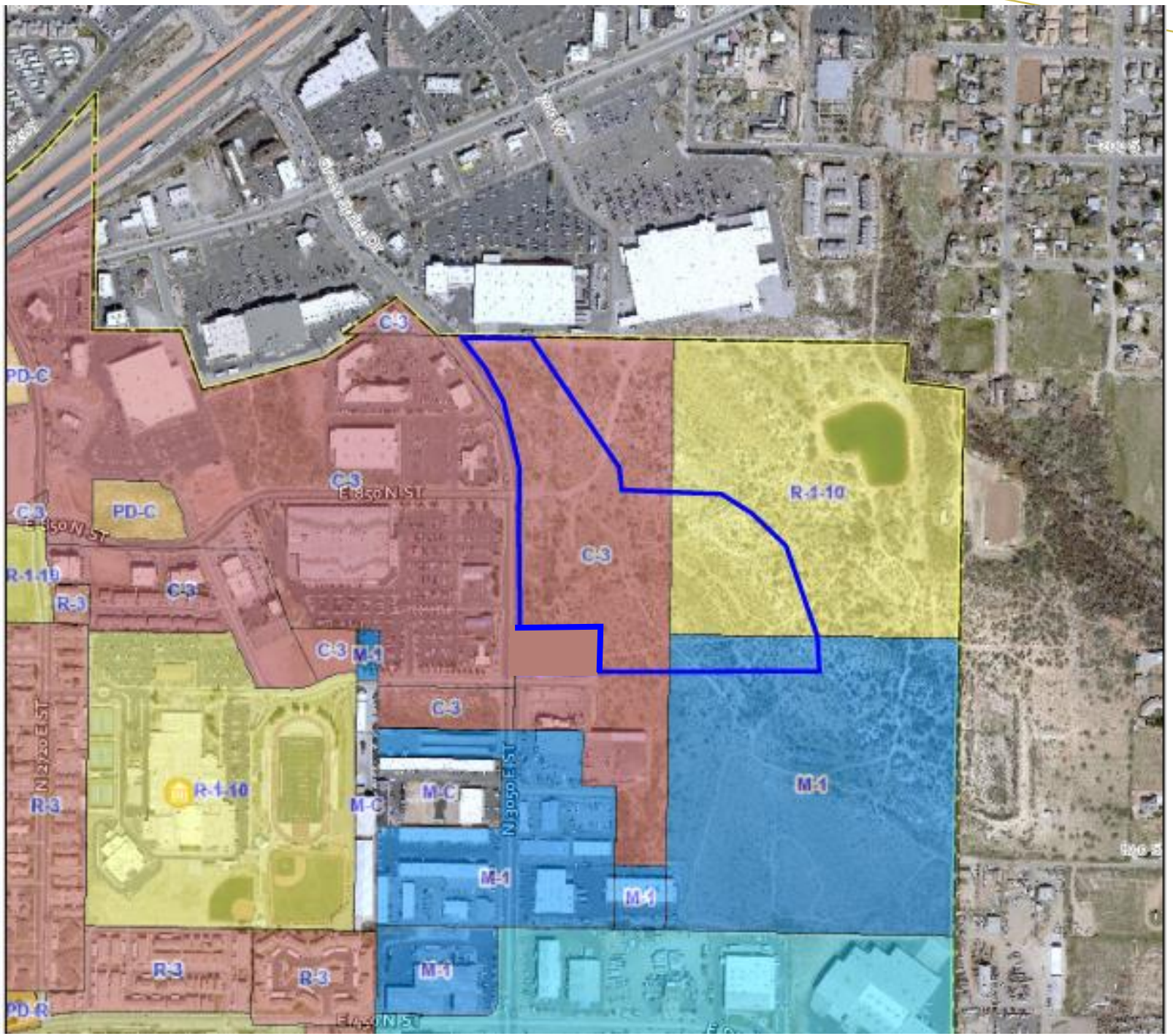
2021-ZC-74



LOCATION



GENERAL PLAN


C-3
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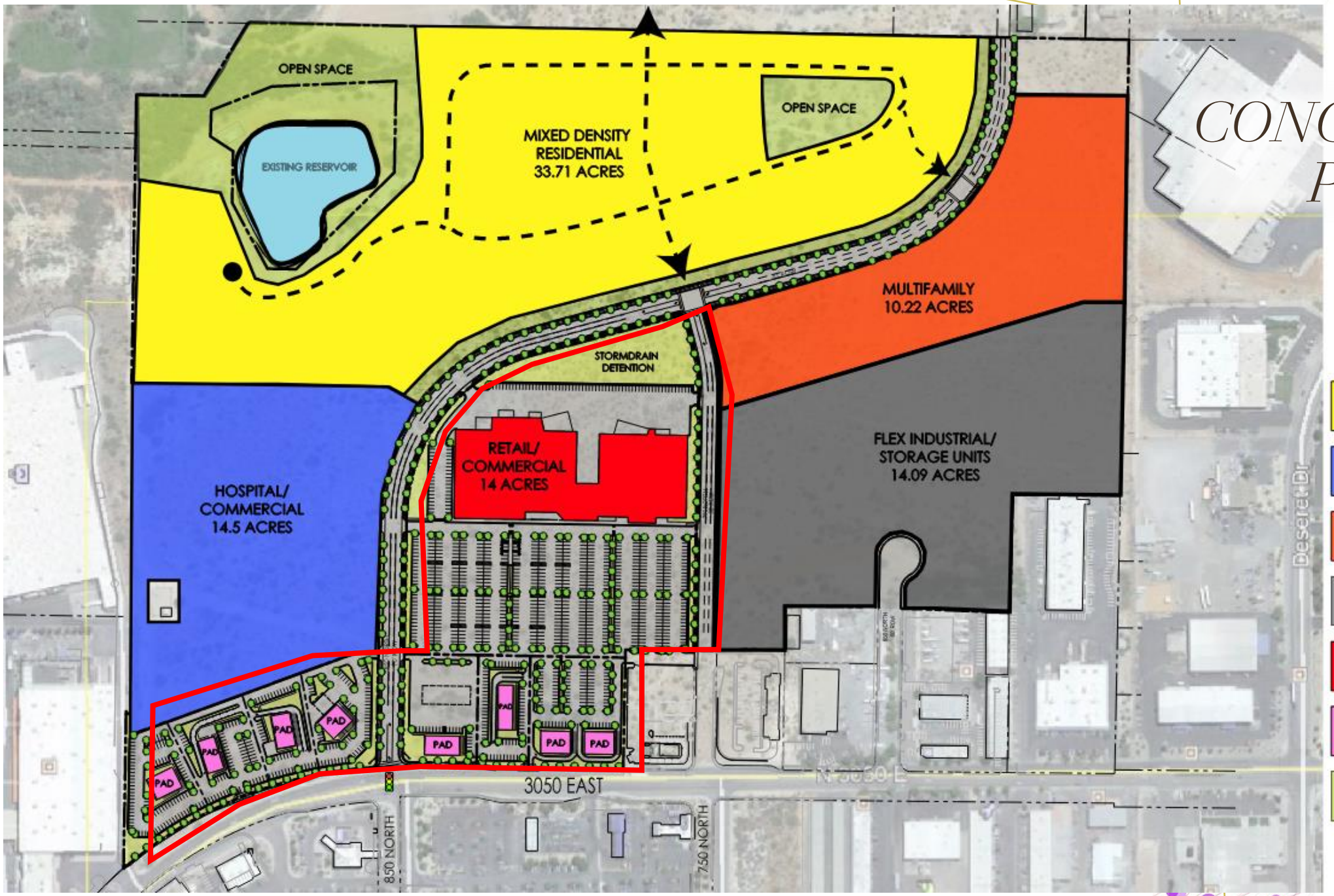
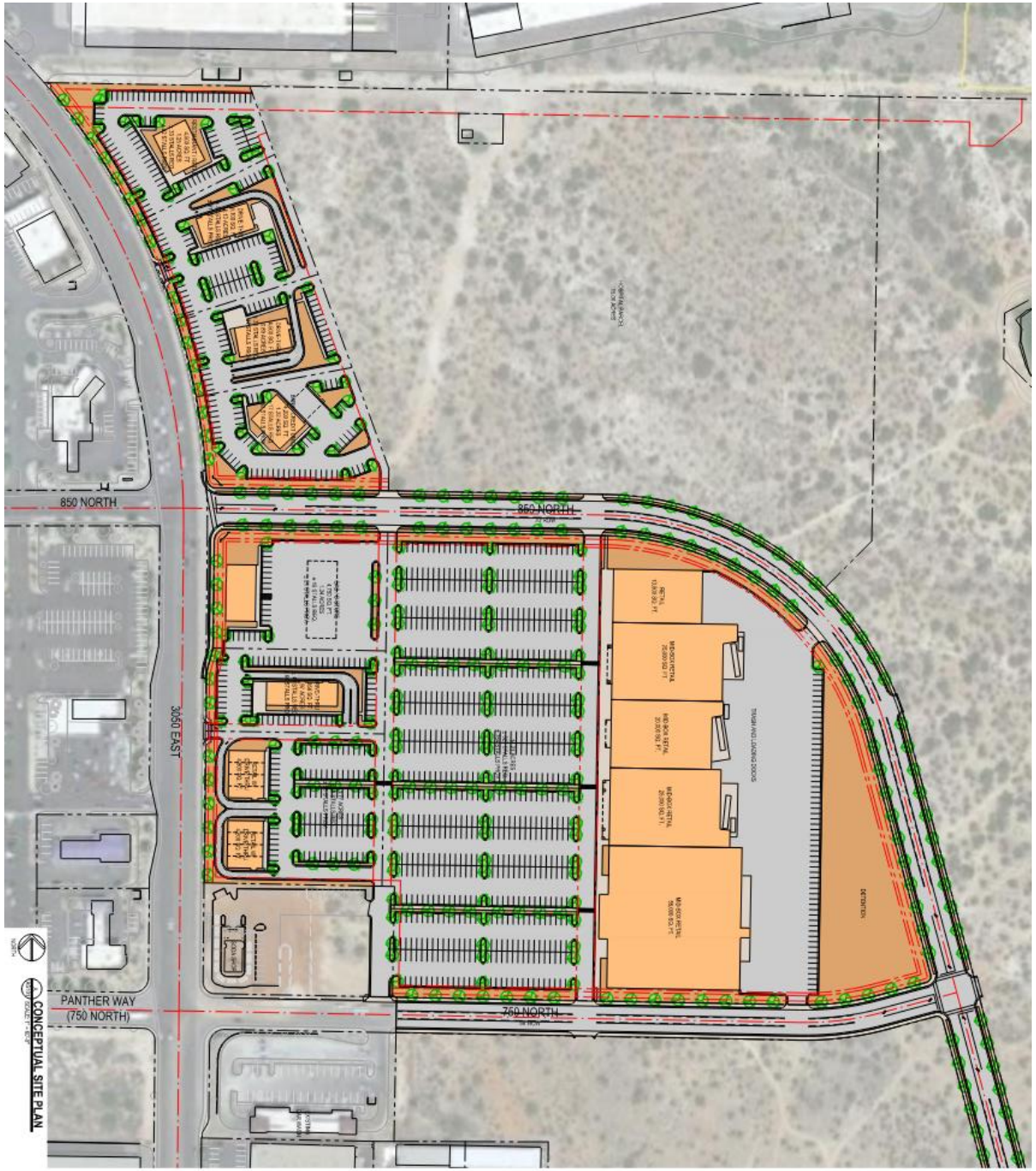
M-1

ZONING

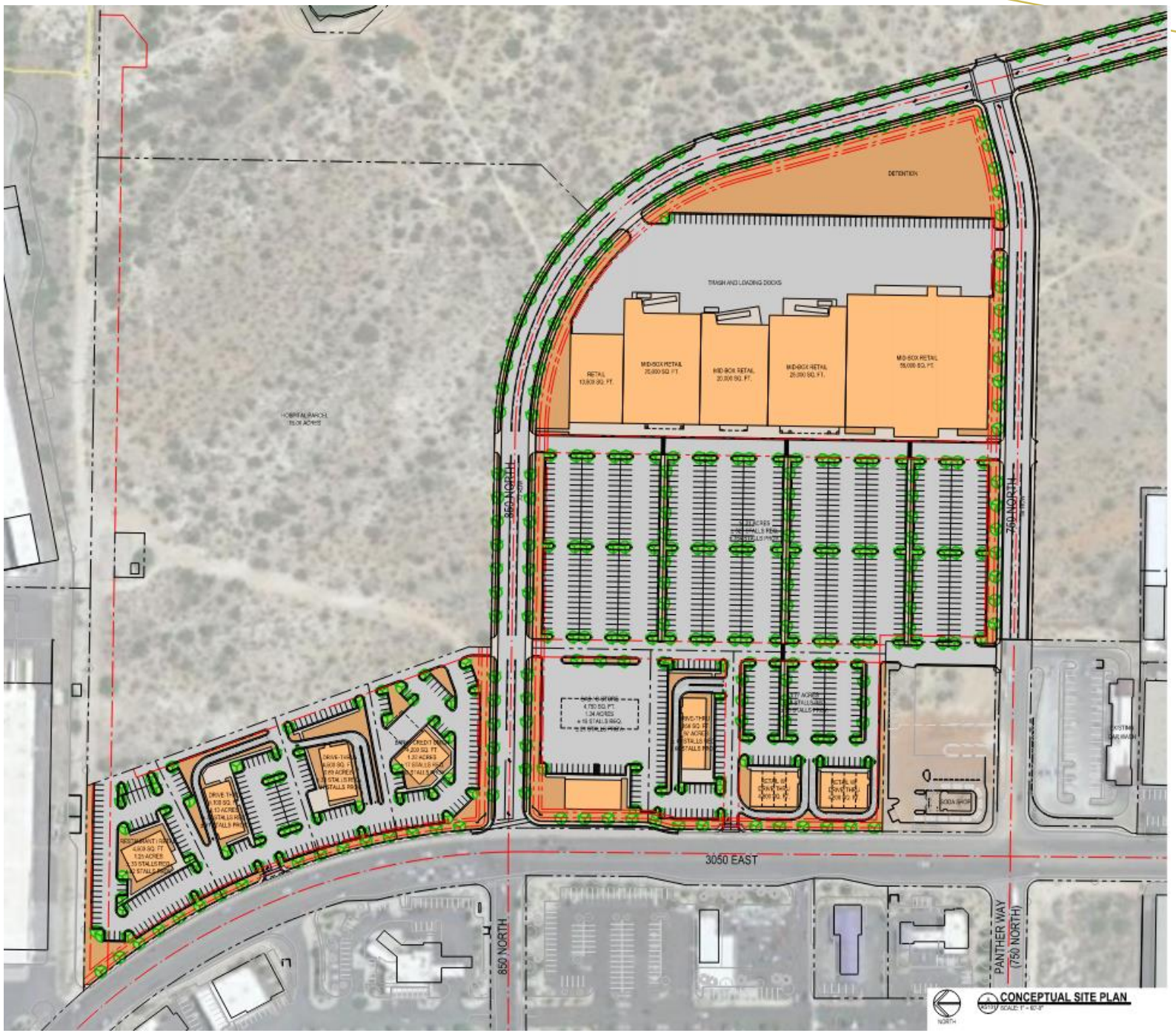
CONCEPTUAL PLAN



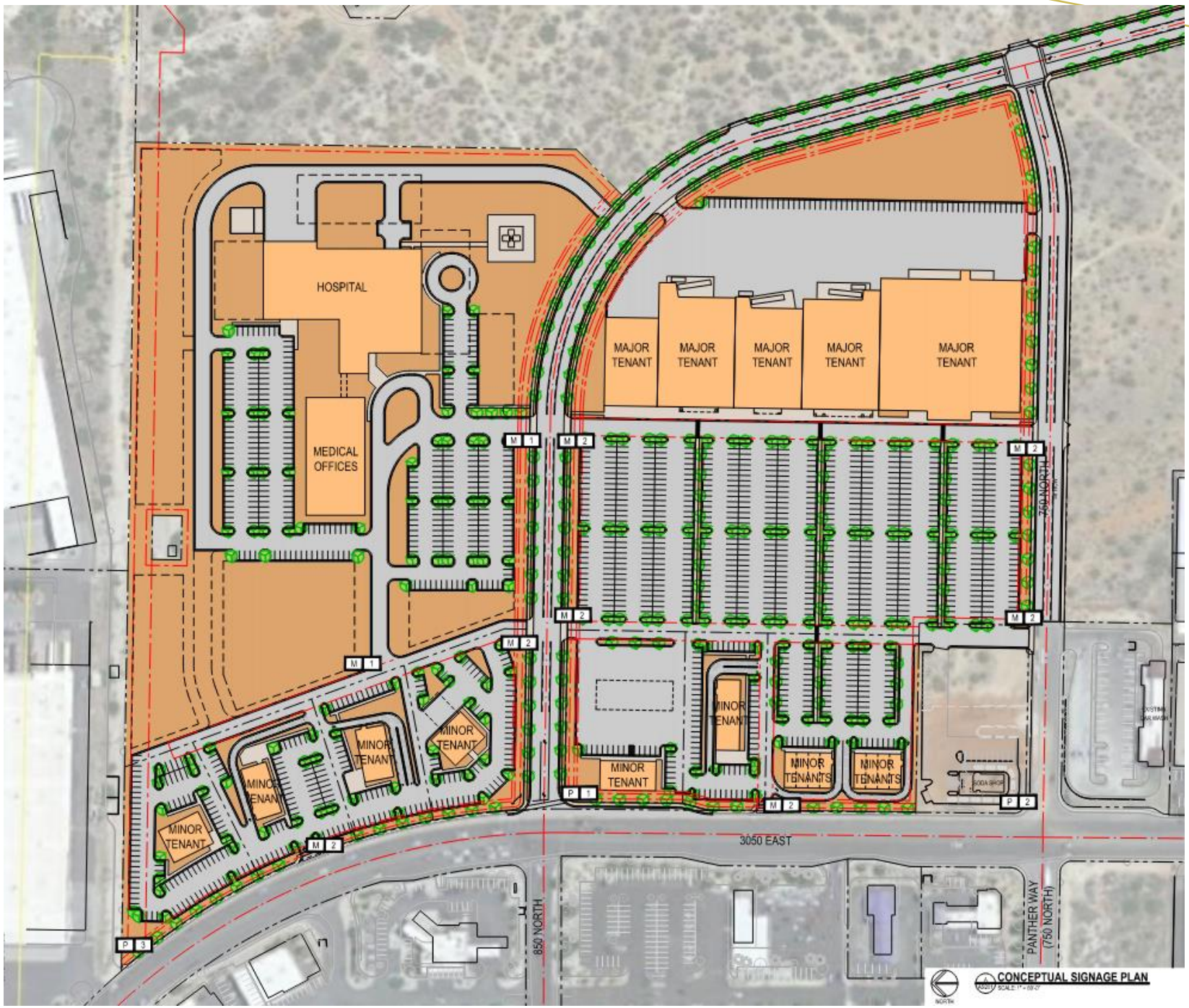


Traffic Study

CONCEPTUAL SITE PLAN

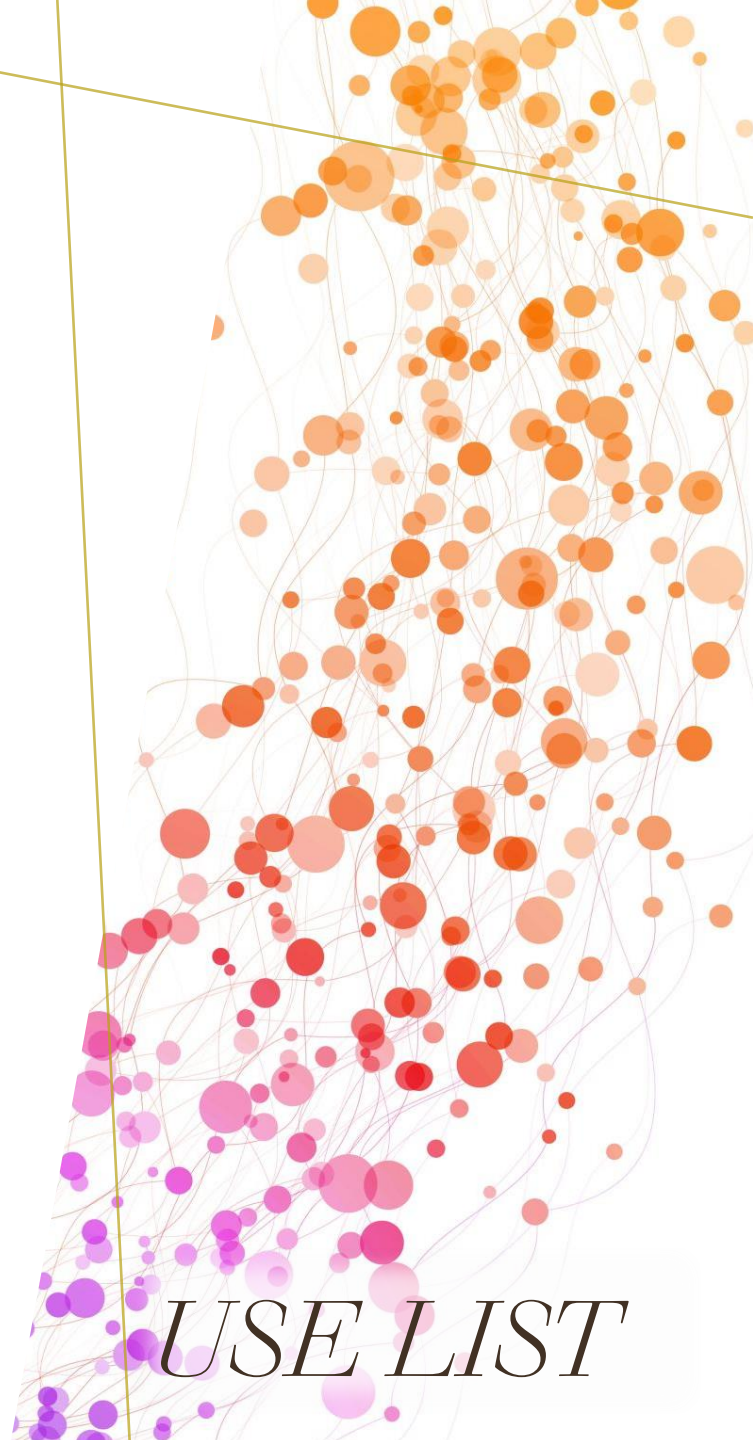


CONCEPTUAL SITE PLAN



CONCEPTUAL SITE PLAN WITH HOSPITAL

- Alcohol establishments, including the following:
  - Off-premise beer retailer.
  - Microbrewery or micro winery (with restaurant or bar establishment).
- Ambulance service.
- Indoor amusement activities such as paintball, miniature golf, arcade, etc.
- Animal Services including the following:
  - Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building.
  - Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).
- Automobile and vehicle services, limited to the following uses:
  - Automobile parts sales (new parts only); provided, conducted entirely within completely enclosed building.
  - Automobile rental (vehicles up to 26’ in length)
  - Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery, or transmission work; provided, conducted within completely enclosed building.
  - Car wash.
  - Tire sales and services; provided, conducted entirely within completely enclosed building.
- Convenience markets with gas pumps/gas stations.
- Counseling center, mental health, alcohol, drugs (non-residential, less than 24 hours).
- Financial, medical, and professional offices.
- Food service establishments, including the following and similar uses:
  - Catering establishment.
  - Restaurant.
  - Drive-thru.



USE LIST

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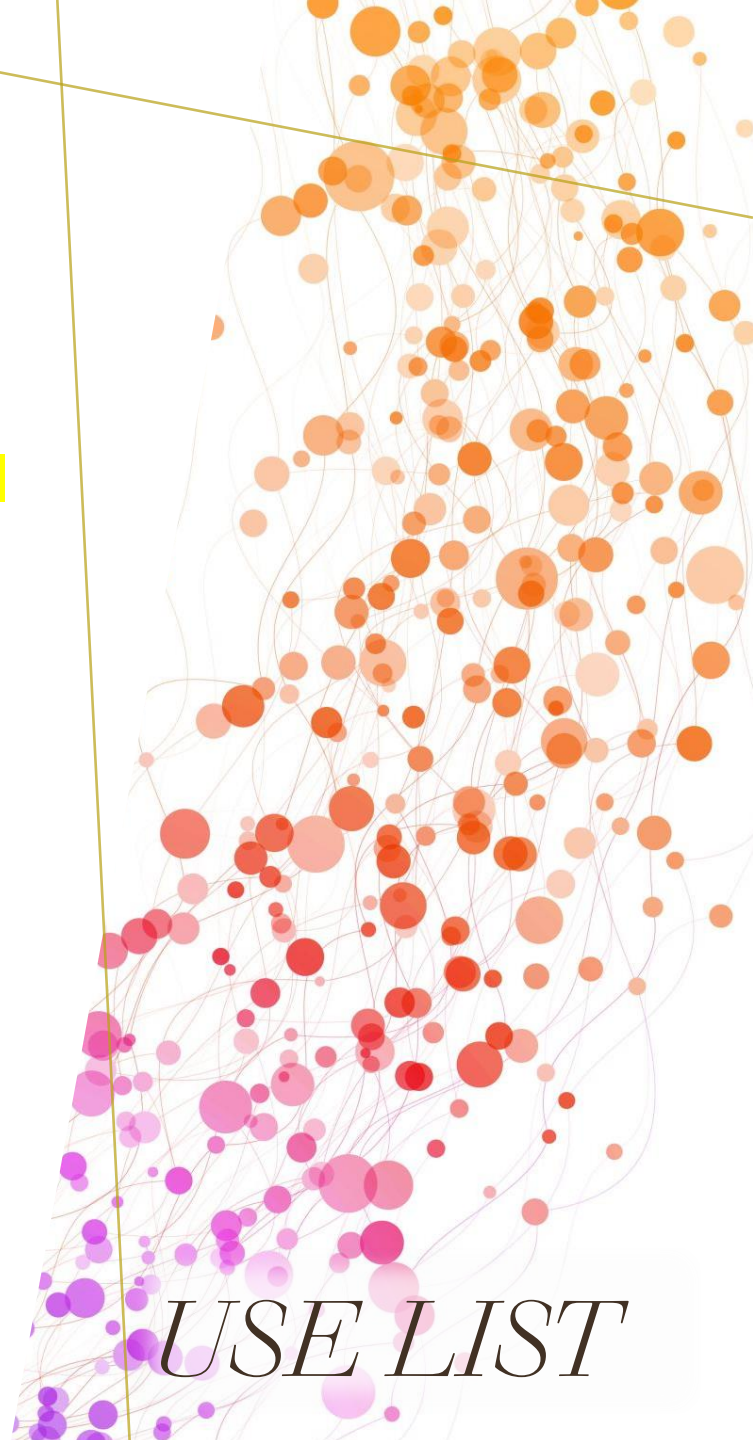

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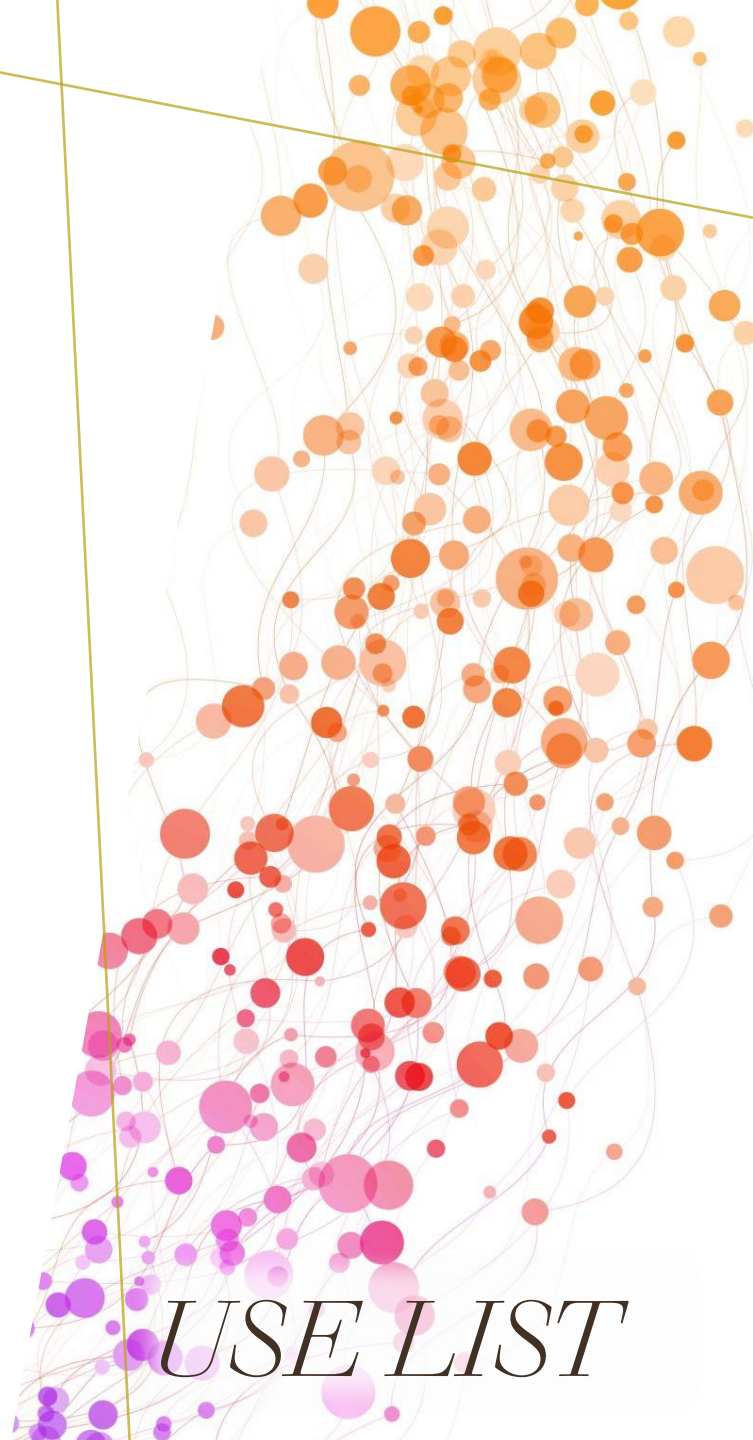
USE LIST

- Government facilities and public services.
- Hospital.
- Hotel/Motel.
- Nursing home.
- Offices.
- Large floor area building (20,000 sq. ft. or more ground floor aggregate).
- Retail shops:
  - Antique store.
  - Athletic and sporting goods store.
  - Department store.
  - Drive-through sales (pharmacy, dairy products, etc.)
  - Furniture sales and repair.
  - Household appliance sales and service.
  - Paint or wallpaper store.
  - Pawnshop.
  - Seed and feed store (retail).
  - Specialty sales (medical equipment/supplies).
  - Supermarket/grocery store.
  - Thrift shop/second hand store/ consignment store (no outside storage and no drop-off of items during the hours the business is closed).
  - Vegetable stand.
- Payday lending/title lending.



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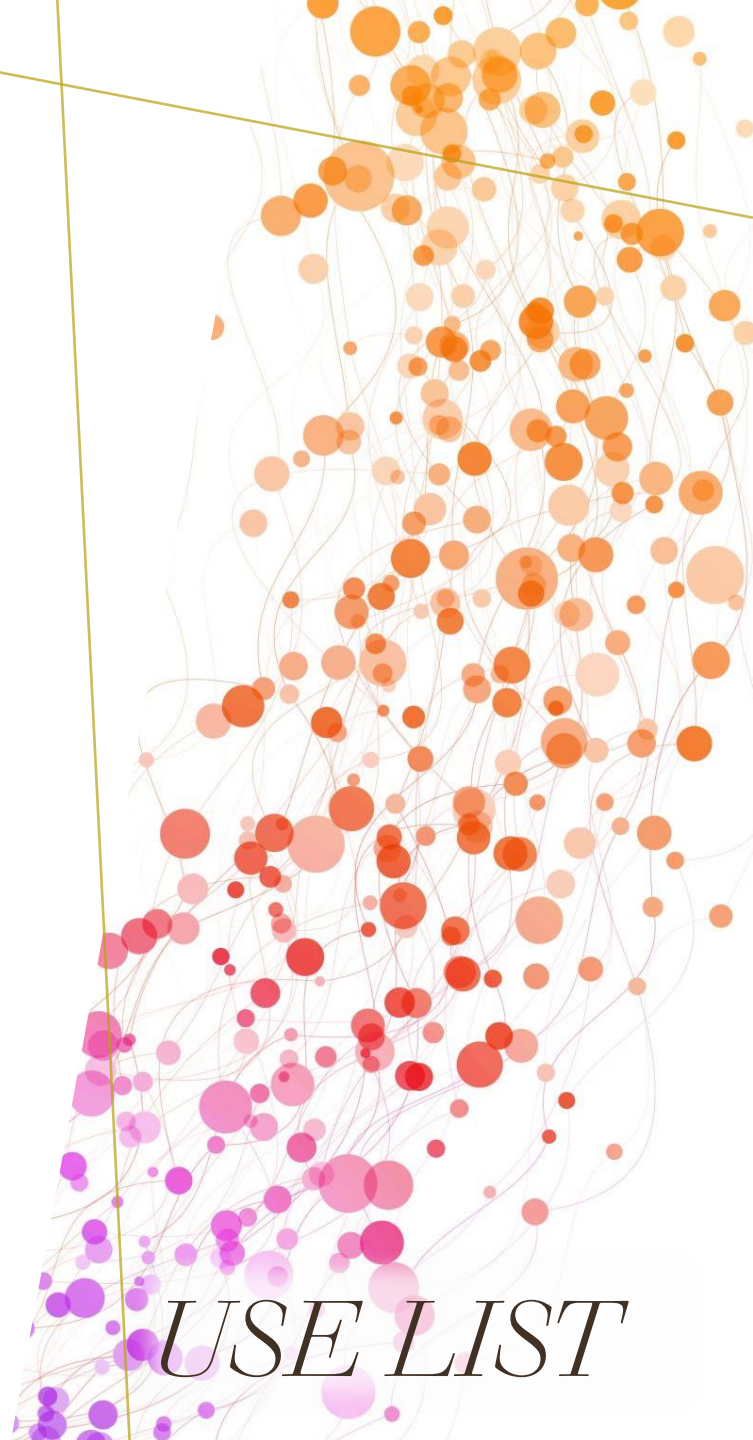
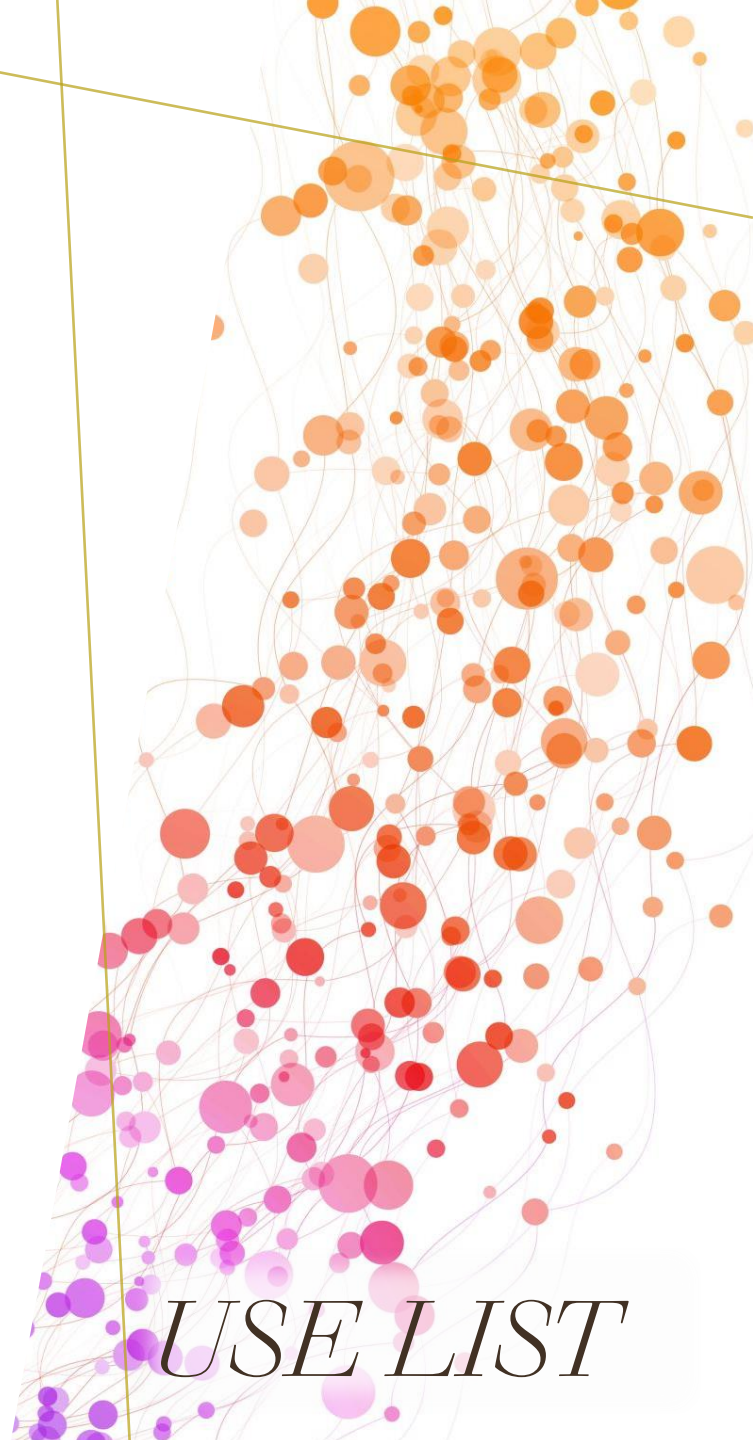


USE LIST

- Service Businesses, limited to the following:
  - Body piercing, ancillary to permitted use.
  - Carpet and rug cleaning.
  - Child care center.
  - Construction trade services, plumbing shop, electric shop, etc.
  - Crematorium, independent human.
  - Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities).
  - Gunsmith.
  - Janitor service and supply.
  - Locksmith.
  - Mortuary.
  - Cosmetic services.
  - Personal care services.
  - Personal instruction services.
  - Pest control and extermination.
  - Pet grooming.
  - Printing, lithographing, publishing, or reproduction sales and service.
  - Psychic, tarot card reader, fortune teller, hypnotist, etc.
  - Sign sales.
  - Tattoo establishment.
- Transportation, limited to the following uses:
  - Bus terminal.
  - Taxi/shuttle service.



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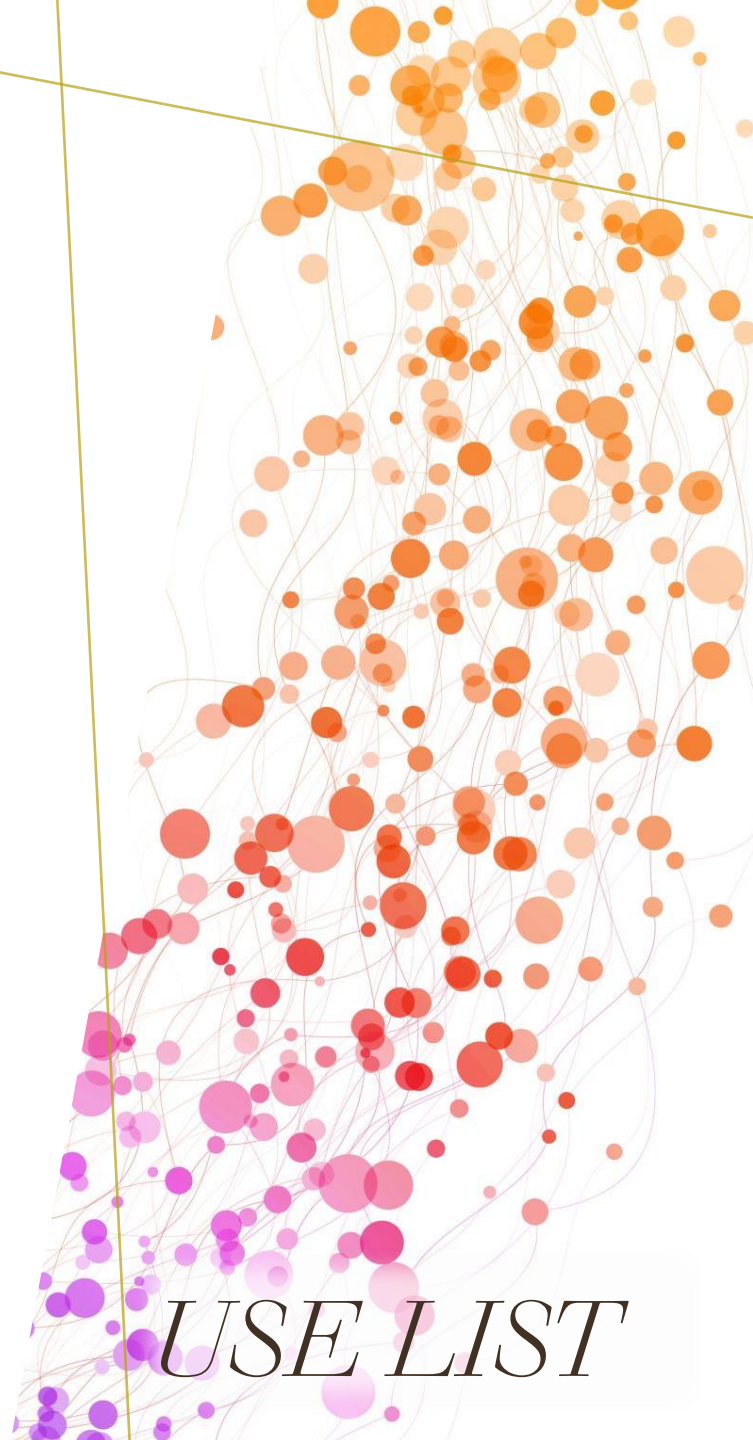


USE LIST

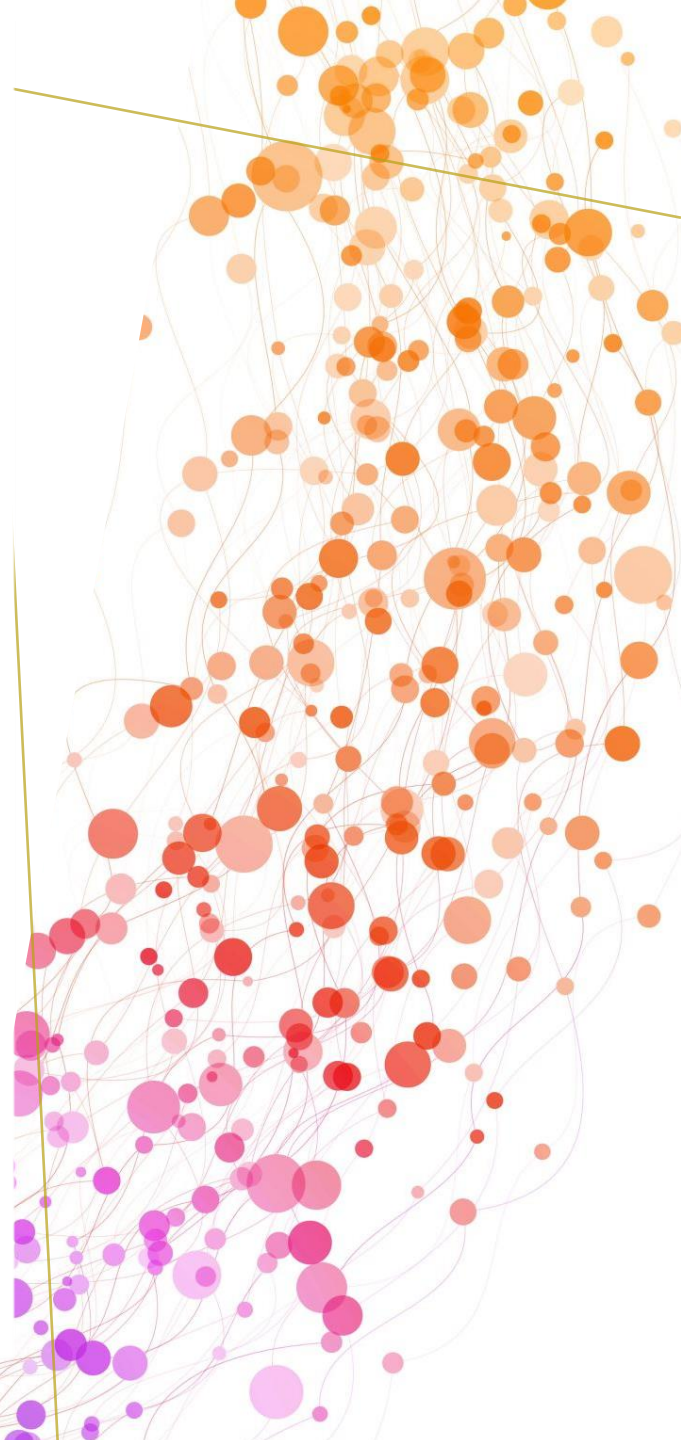
Planning Commission recommended approval of this Zone Change with the following conditions:

1. **The following uses be removed:**
   a) **Car wash**
   b) **Large floor area building (20,000 sq. ft. or more ground floor aggregate)**
   c) **Crematorium, independent human**

2. **Permitted with Standards (PS) is added to the Animal hospital and veterinary clinic, including overnight care of large animals (no boarding) use.**

3. **The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.**

4. **If the traffic study produces any concerns, they will be mitigated by staff during the site plan review process.**



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-3 (GENERAL COMMERCIAL), M-1 (MANUFACTURING), AND R-1-10 (SINGLE FAMILY RESIDENTIAL MINIMUM LOT SIZE 10,000 SQUARE FEET) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 26.99 ACRES LOCATED EAST OF 3050 EAST STREET AND NORTH OF 750 NORTH.

(St. George White Hills Commercial Development)

WHEREAS, the property owner has requested a zone change from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street and north of 750 North; and

WHEREAS, the Planning Commission held a public hearing on the requested zone change; and

WHEREAS, the City Council held a public meeting on this request on November 4, 2021; and

WHEREAS, the City Council has determined that the requested amendment 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 C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial)on approximately 26.99 acres located east of 3050 East Street and north of 750 North. The location of the zone change is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect 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 4th day of November 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A" – Legal Description

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

Beginning at a point on the section line, said point being North 89°02'41" West 1,939.76 feet along the section line from the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 20°00'00" East 686.01 feet;
thence South 00°57'19" West 37.08 feet;
thence South 89°02'41" East 367.00 feet;
thence Southeast 691.39 feet along an arc of a 535.00 foot radius curve to the right (center bears South 00°57'19" West, long chord bears South 52°01'20" East 644.28 feet with a central angle of 74°02'41");
thence South 15°00'00" East 479.26 feet;
thence South 75°00'00" West 164.40 feet;
thence West 148.68 feet along an arc of a 530.00 foot radius curve to the right (center bears North 15°00'00" West, long chord bears South 83°02'12" West 148.20 feet with a central angle of 16°04'24");
thence North 88°55'36" West 680.37 feet;
thence North 01°04'24" East 60.01 feet;
thence North 88°55'36" West 7.27 feet;
thence North 01°06'37" East 186.30 feet;
thence North 88°53'23" West 321.19 feet to the easterly line of 3050 East Street;
thence Northerly the following (2) courses along said easterly line of 3050 East Street
thence North 00°33'06" East 595.81 feet;
thence North 818.57 feet along an arc of a 1,137.07 foot radius curve to the left (center bears North 89°27'00" West, long chord bears North 20°04'24" West 801.00 feet with a central angle of 41°14'48") to the section line;
thence South 89°02'41" East 346.19 feet along said section line to the Point of Beginning.

Containing 1,175,690 square feet or 26.99 acres.

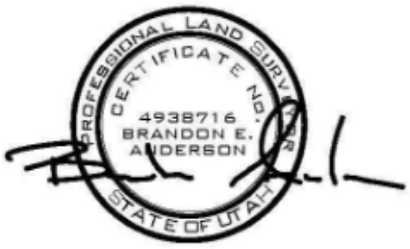


Exhibit “B” – Parcel Exhibit

DRAFT

Agenda Item Number: **13**

Request For Council Action

Date Submitted	10/27/2021 12:18 PM
Proposed City Council Date	11/04/2021
Applicant	Cimarron Chacon
Subject	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
Background	The proposal is a conditional use permit for the purpose of creating a short-term rental at this location. The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-cup-012sevyhomestrccpacket102721121816.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

Conditional Use Permit

PLANNING COMMISSION AGENDA REPORT: 10/26/2021
CITY COUNCIL AGENDA REPORT: 11/04/2021

Sevy Home as a Short-Term Rental Conditional Use Permit (Case No. 2021-CUP-012)	
Request:	To approve a registered landmark to be used as a short-term rental.
Applicant:	Cimarron Chacon
Representative:	Cimarron Chacon
Location:	274 South 200 West Street St. George, UT 84770
General Plan:	MDR, Medium Density Residential
Zoning:	RCC, Residential Central City
Land Area:	Approximately .15 acres

BACKGROUND:
This property was designated as a landmark site by the City Council on September 2, 2021 and is known as the Sevy Home. The applicant is now seeking a conditional use permit to operate a short-term rental. In Section 10-13E-4B, *Conditional Uses for Landmark Sites,* it states that landmark sites are allowed a conditional use permit only if five specific conditions are met. The five conditions are listed below along with an explanation of how that condition is being met.

1. ***The requested use is for low impact professional office or commercial use.***
   The Sevy Home is a pioneer home that totals 1380 square feet. The home has three bedrooms and one common, living, dining, kitchen, and bathroom. The house sleeps a maximum of five people. The applicant lives in this home and plans on renting it on an occasional basis. The rental will be limited to four occupants, two vehicles, with no smoking, or pets allowed.

2. ***Substantial investment is made to upgrade the property and enhance its historic significance.***
   The owners have renovated the entire house. The ground floor was stripped to the wall, and both structural and system upgrades were made to modernize the home. The upstairs floors were stripped of the carpet and original flooring refinished. A modern 41/2' claw foot tub was installed in the bathroom to replicate the original and custom shaker cabinets were built for the kitchen. Colors and textured were matched as closely as possible to remnants found in the floorboards during reconstruction. Two new rooms were added to the rear of the home to expand the square footage but keep with the form of the original home. Finally, the windows were been replaced and a ductless cooling and heating system was installed.

3. ***Any renovation maintains or enhances the historic, architectural and aesthetic features of the property.***
   There have been many renovations made to this home over the years. The porch and mudroom (location of the granary) were enclosed and completely attached to the house leaving two of the four walls still exposed to the outside. A covered front porch has also been added and two additions have been added to the rear with the roofline being extended keeping the original pitch but adding a dormer window to the north side of the roofline. Except for the new dormer, the rear additions cannot be seen from the public right-of-way. The Historic Preservation Commission, Planning Commission, and City Council agreed that the renovations performed have not deterred from the historic features of the property.

4. ***The proposed use shall generate only minimal traffic or parking demand as determined by the city council.***
   With the maximum group size of four people, it is expected that the traffic impact will be minimal. The property does have two tandem parking spaces which is allowed in the RCC district. However, the parking area within the front setback must be paved Section 10-19-4(A)(6).

In addition, Section 10-19-4(A)(7) requires *two (2) parking spaces for a single-family short-term rental, one (1) of which must be covered*. At this time, there is no covered parking on this property.

5. ***The city council may impose such other conditions for granting a conditional use permit as it deems necessary to protect the character of the landmark site.*** The Planning Commission may recommend additional conditions.

RECOMMENDATION:
Planning Commission recommended approval of the Sevy Home Conditional Use Permit with the following conditions:
1. The parking space within the front setback must be paved.
2. One required parking space shall be covered.

ALTERNATIVES:
1. Approve as presented.
2. Approve with additional conditions.
3. Deny.
4. Table the proposed conditional use permit to a specific date.

POSSIBLE MOTION:
I move we approve the Sevy Home Conditional Use Permit with the conditions outlined in the staff report.

FINDINGS FOR APPROVAL:
1. The proposed conditional use permit is compatible in use, scale and design with allowed uses in the zone.
2. The proposed conditional use permit meets the requirements found in Section 10-13E-4B found in the Zoning Regulations.

Exhibit A
Applicants Narrative

CUP Application Sevy Property Short term rental

1 message

Cimarron Chacon <cimarron@gropromotions.com> Thu, Sep 30, 2021 at 4:45 PM
To: cdapps@sgcity.org, carol.davidson@sgcity.org
Cc: Cimarron Chacon <cimarronchacon@yahoo.com>

My home, the Sevy Home was designated as a landmark property by City Council on 8/31/21. We, therefore, wish to apply for a conditional use permit so that we may rent it as a short-term rental.

As part of this request, we ask that the condition to have 1 covered parking spot be waived, as this would compromise the historic character of the home and the history of the property. Adding Covered parking would also require cutting down a shade tree. (See Pictures attached)

We intend to rent the property on an occasional basis when we travel to care for other families and for work. The home sleeps a maximum of 5 people, but one bedroom is used as a home office.
The house has been permitted as a home office for 5 years or more. The current license number is 00038220

We will limit the rental to 4 occupants, 2 vehicles, with no children, smoking, or pets allowed.

- The property sits on .15 acres
- Lot Size 120 x53.25
- Home Sq Ft 1380
- The home has 8 rooms, 3 bedrooms, 1 common room, 1 living room, 1 dining room, 1 kitchen. 1 bath,
- Parking - 2 stacked on-site in the driveway (gravel), 2 street parking
- Outdoor Space include a front porch, and front patio (flagstone), a back patio (concrete) , a side patio (gravel) , a 2 rear patios flagstone.
- There is a 12x10 Ft Shed in the rear.
- The home is surrounded by a white picket fence in the front and a 6-8" privacy fence in the back.

Attached is an image of the property and a map showing the 300' radius. We will contact a title company for a current address list.

Please let me know if you have any additional questions and how to proceed with payment.

Cimarron Chacon
President
GRO Promotions LLC
Race and Trail Consulting and Management
St. George UT
970-759-3048
https://gropromotions.com/
True Grit Epic,
6 & 25 Hours in Frog Hollow,
Secreto Costa Rica

Exhibit B
Citizen Comments

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

RE: Case No. 2021-CUP-012 Sevy House Short-term Rental
1 message

Richard Isom [redacted] Sat, Oct 23, 2021 at 6:28 PM
To: carol.davidson@sgcity.org
Cc: [redacted]

To Whom It May Concern,

My wife and I received notice about the conditional use permit application by Cimarron Chacon to operate a short term rental at her property adjacent to the north of our house. We have a great relationship with Cimarron and have full confidence that she will operate responsibly when renting her house for short-term rentals. As such we support her in her application for the conditional use permit.

In talking with Cimarron, one concern did arise. She mentioned that there was a push for her to pave her driveway. As our neighborhood has been particularly impacted by the increased pavement to the north during heavy rain events, it is a grave concern to us for you to require the paving of the driveway which currently is able to absorb rain waters, but if paved, would create another hard surface pushing water downstream onto our property. We respectfully request that you give a variance that does not require the paving of the driveway.

Sincerely,
Richard & Anneliese Isom

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Proposed VRBO at 274 South 200 West St George

1 message

Lonn Rasmussen [redacted] Tue, Oct 26, 2021 at 1:59 PM
To: carol.davidson@sgcity.org

Carol,

I received notice of the application to turn the home located at 274 South 200 West into a VRBO. I would like to express my concerns about over this. One is parking, there does not seem to be adequate parking, the residence now park vehicles on the street regularly. Secondly what assurance is there this will not become a party house, this is the in the middle of a quiet neighborhood, the last thing we want is to be kept awake by a party. Thank you for allowing me to express my concerns.

Lonn and Michelle Rasmussen

Exhibit C
PowerPoint Presentation

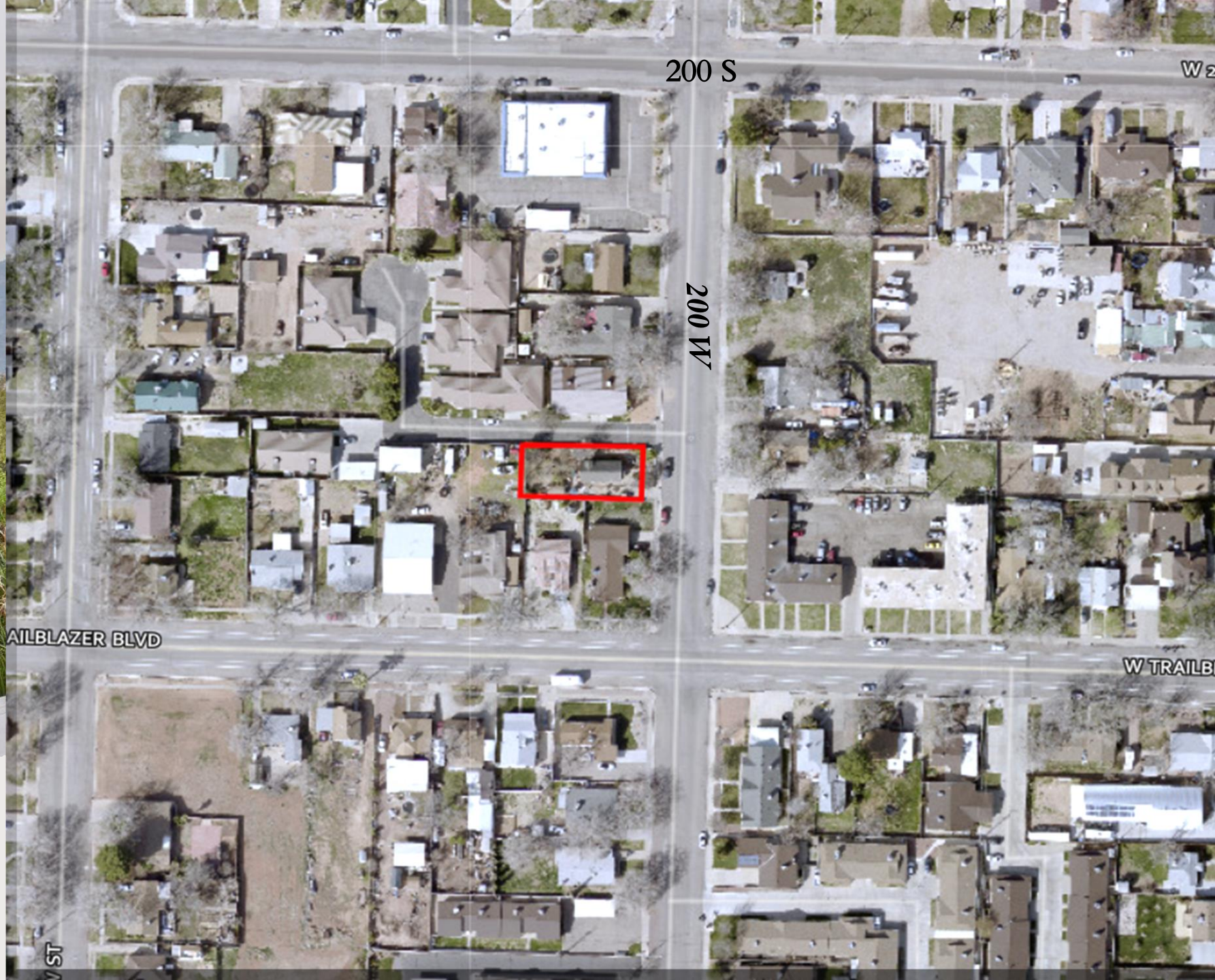
SEVY HOME

Conditional Use Permit for a Short-term Rental

2021-CUP-012

LOCATION

274 SOUTH
200 WEST



LOCATION

274 SOUTH
200 WEST

10-13E-4B - CONDITIONS

1. LOW IMPACT

1380 SQUARE FEET

MAXIMUM OF 4 PEOPLE

MAXIMUM OF 2 VEHICLES

10-13E-4B

=

CONDITIONS

2. SUBSTANTIAL INVESTMENT

COMPLETE INTERIOR REMODEL

STRUCTURAL UPGRADES

10-13E-4B – CONDITIONS

2.

10-13E-4B

-

CONDITIONS

3. RENOVATIONS MAINTAINS HISTORIC FEATURES

FRONT PORCH ADDITION

REAR ADDITIONS INCLUDING DORMER WINDOW

10-13E-4B – CONDITIONS

3.

10-13E-4B

-

CONDITIONS

4. MINIMAL TRAFFIC OR PARKING DEMAND

OFF-STREET PARKING

10-13E-4B – CONDITIONS 4.

10-13E-4B

–

CONDITIONS

5. ADDITIONAL CONDITIONS

RECOMMENDATION:

PLANNING COMMISSION RECOMMENDS APPROVAL OF THE SEVY HOME CONDITIONAL USE PERMIT WITH THE FOLLOWING CONDITIONS:

1. THE PARKING SPACE WITHIN THE FRONT SETBACK MUST BE PAVED.
2. ONE REQUIRED PARKING SPACE SHALL BE COVERED.

DRAFT

Agenda Item Number: **14**

Request For Council Action

Date Submitted	10/29/2021 04:07 PM
Proposed City Council Date	11/04/2021
Applicant	Eric Day, Cole West Development
Subject	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.
Background	This preliminary plat is for The Cove at Desert Color Lot 514-515, a 20-lot residential subdivision located within the Desert Color development along Lagoon Parkway.
Proposed Resolution	Planning Commission recommends
Cost	N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-056thecoveatdesertcolorlots514-515102921160755.pdf preliminaryplatpresentationforthecoveatdesertcolorlot514-515102921160755.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: **10/26/2021**
CITY COUNCIL **11/04/2021**

PRELIMINARY PLAT
The Cove at Desert Color Lot 514-515
Case No. 2021-PP-056

Request: To approve a preliminary plat for a twenty (20) lot residential subdivision.

Location: The site is located along Lagoon Parkway in the Desert Color development.

Property: .61 acres

Number of Lots: 20

Density: N/A

Zoning: 32.79

Adjacent zones: This plat is surrounded by the following zones:
North – PD-R
South – PD-R
East – PD-R
West – PD-R

General Plan: PD-R

Applicant: Cole West Development

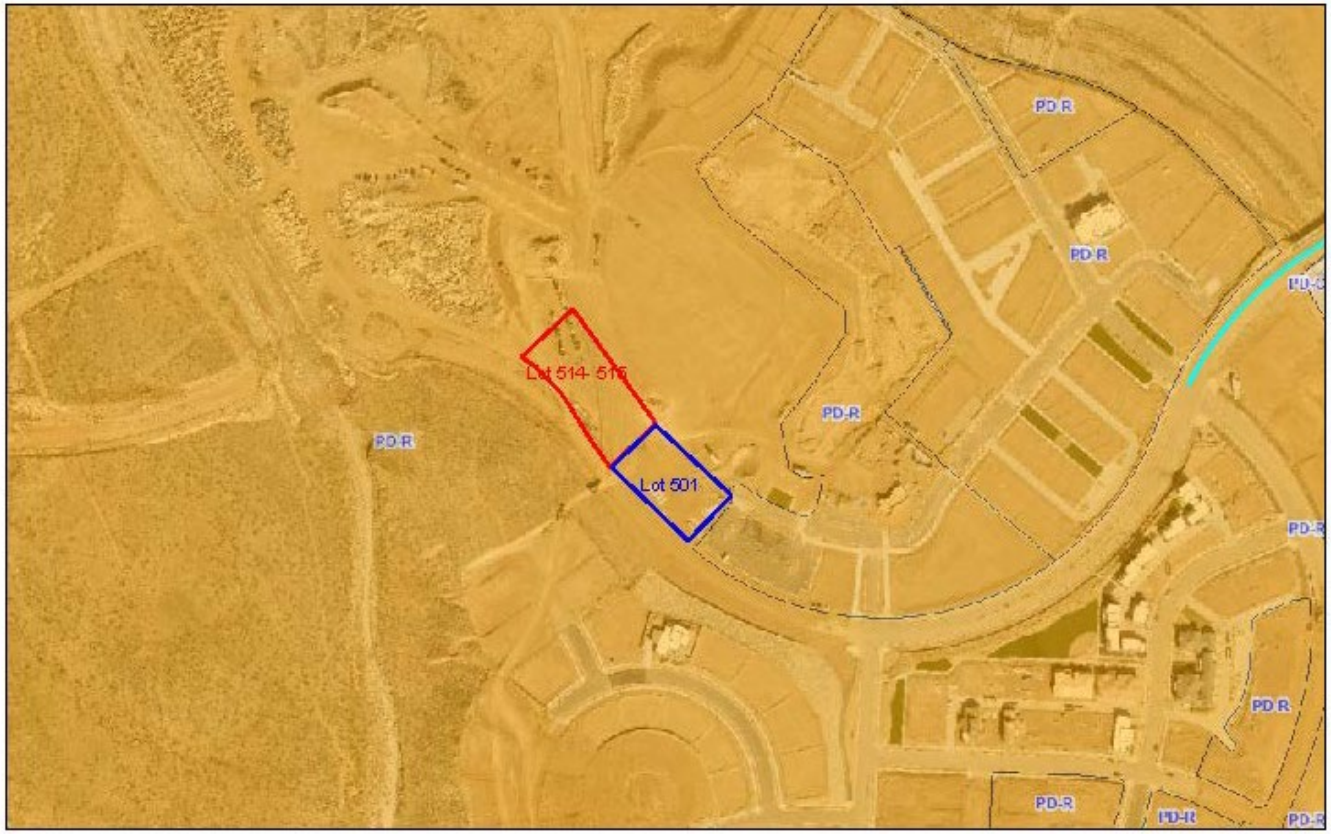
Representative: Eric Day

Comments:

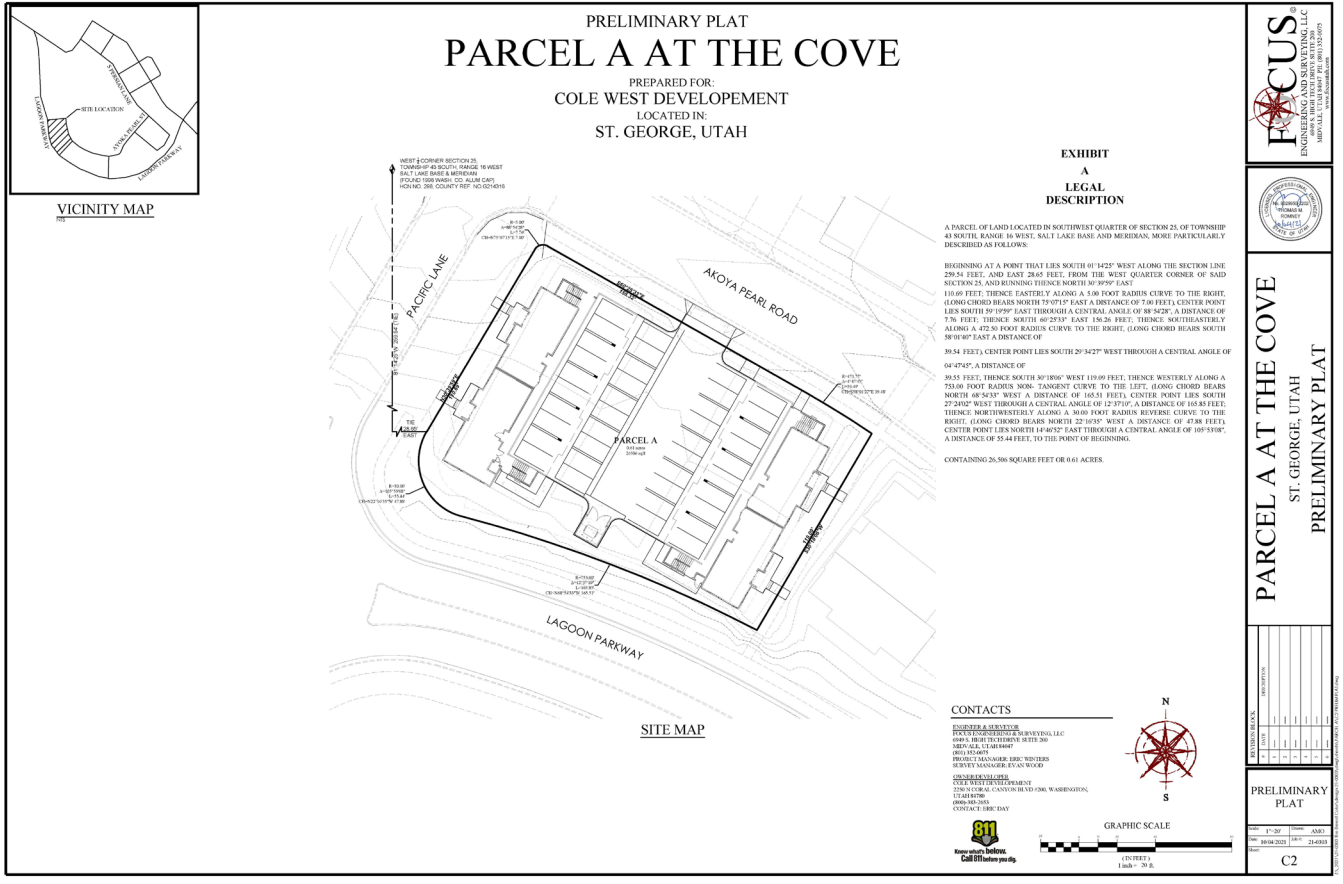
Preliminary Plats

October 26, 2021

Preliminary Plat – The Cove at Desert Color Lots 514 - 515

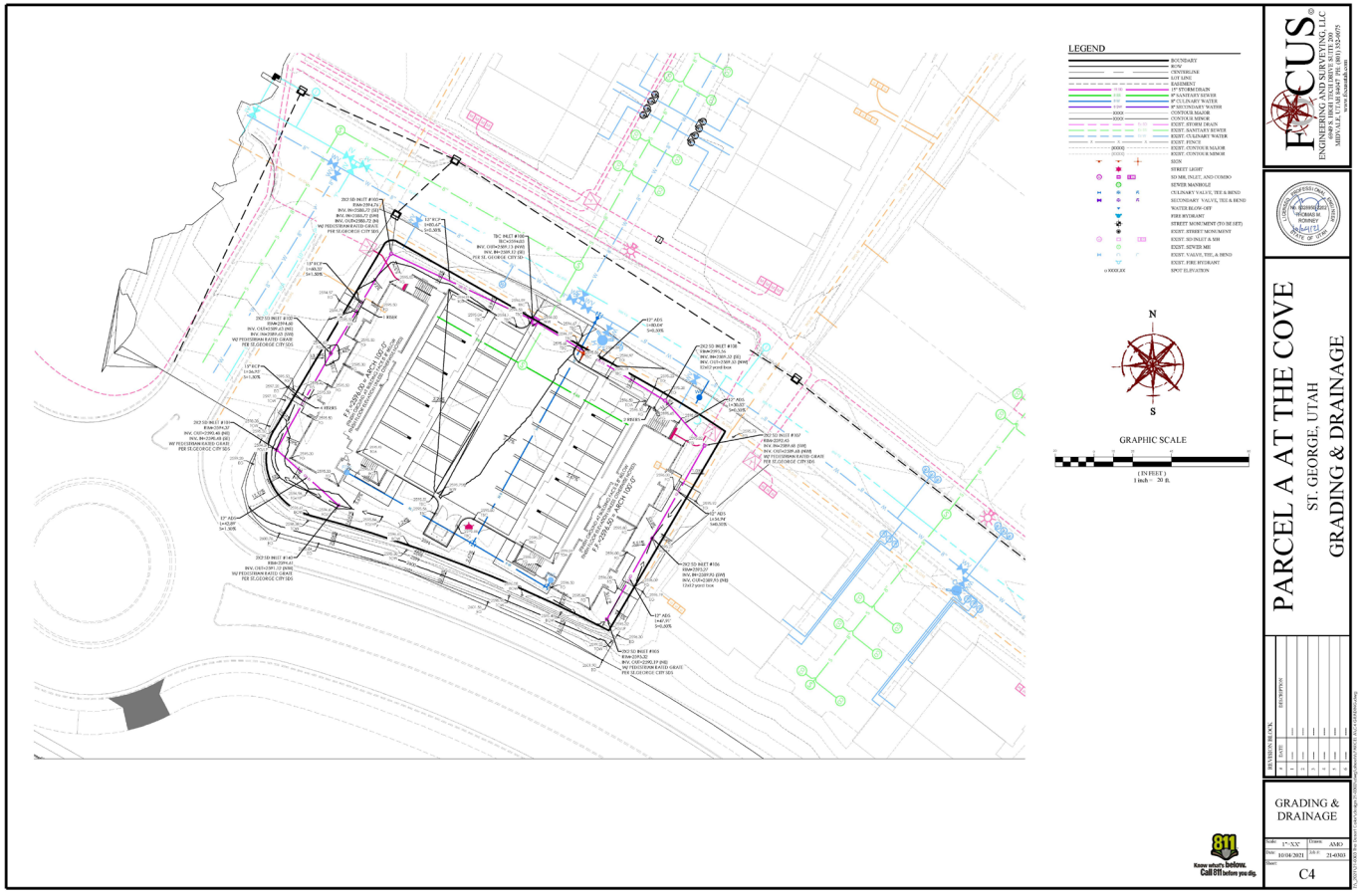


Preliminary Plat – The Cove at Desert Color Lots 514 - 515



Preliminary Plat – The Cove at Desert Color Lots 514 - 515

Preliminary Plat – The Cove at Desert Color Lots 514 - 515



Preliminary Plat – The Cove at Desert Color Lots 514 - 515

Preliminary Plat – The Cove at Desert Color Lots 514 - 515

CITY OF ST. GEORGE WATER NOTES

1. ALL WATERLINE WORK MUST BE INSTALLED BY A CONTRACTOR THAT HAS BEEN PRE-QUALIFIED BY THE CITY OF ST. GEORGE WATER DEPARTMENT.
2. ALL CONSTRUCTION SHALL CONFORM TO THE "CITY OF ST. GEORGE STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION", "THE INTERNATIONAL PLUMBING CODE", AND THE "UNIFORM BUILDING CODE" LATEST EDITION AS ADMINISTERED BY THE CITY OF ST. GEORGE.
3. CONTRACTOR SHALL POTHOLE ALL PIPELINES AND VERIFY LOCATION AND DEPTH PRIOR TO PROCEEDING WITH ANY BUILDING OR PIPELINE CONSTRUCTION. IF THE IN FIELD CONDITION VARIES FROM DESIGN THE CONTRACTOR IS RESPONSIBLE FOR COSTS DUE TO CHANGES IN CONDITION. CITY MAPS ARE "BEST KNOWLEDGE" AND APPROXIMATE.
4. THE POTABLE WATER SUPPLY TO LAWN IRRIGATION SYSTEMS SHALL BE PROCTECTED AGAINST BACKFLOW PER THE "INTERNATIONAL PLUMBING CODE (IPC)" SECTION 608.16.5 AND FIRE SPRINKLER SYSTEMS PER (IPC) 608.16.4.
5. ALL BACKFLOW ASSEMBLY INSTALLATION AND TEST REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF ST. GEORGE BACKFLOW ORDINANCE 9-1-1997-5-6-5.
6. 14 GAUGE WIRE SHALL BE TAPED TO ALL WATER LINES FOR LOCATING PURPOSES. THE WIRE SHALL ALSO BE BROUGHT UP AT EACH VALVE BOX AND HYDRANT.
7. THRUST RESERAINT ON THE NEW PIPELINE WILL BE AS SHOWN ON THE DETAILS. USE MEGA-LUG ON THE FITTINGS AND FIELD LOCK GASKETS ON THE REQUIRED LENGTH OF RESTRAINED PIPE.
8. ASPHALT REPLACED OVER THE PIPE TRENCHING IS TO MATCH EXISTING PAVEMENT DEPTHS WITH A 6" OVER CUT FROM EDGE OF THE TRENCH ON EACH SIDE OF THE TRENCH.
9. CONTRACTORS SHALL CUT OFF AND CAP (BACK AT THE WATER MAIN), ALL EXISTING SERVICE LINES OR UNISED STUB LINES THAT WILL BE ABANDONED.
10. ANY CHANGES MADE IN THE FIELD MUST BE FIRST APPROVED AND DOCUMENTED BY THE CITY OF ST. GEORGE WATER SERVICES REPRESENTATIVE.
11. ALL NEW FIRE HYDRANTS SHALL BE INSTALLED AT THE CORRECT HEIGHT. RISERS WILL NOT BE ALLOWED.
12. IRRIGATION WATER WORKS MAY REQUIRE ADDITIONAL APPROVALS FROM RESPECTIVE IRRIGATION COMPANIES.

CITY OF ST. GEORGE WASTEWATER NOTES

1. NO SEWER UNDER 9' DEEP UNLESS APPROVED BY THE CITY OF ST. GEORGE.
2. ANY SEWERS NOT IN PUBLIC STREETS SHALL SHOW RECORDED EASEMENTS.
3. BUILDINGS MAY REQUIRE INTERCEPTORS AT A LATER DATE.
4. ALL SEWER MANHOLES SHALL HAVE "CITY OF ST GEORGE" LOGO LIDS FOR FINAL INSPECTION.
5. 100' MAXIMUM SPACE BETWEEN SEWER LATERAL CLEANOUTS.
6. ALL CONSTRUCTION SHALL CONFORM TO THE "CITY OF ST. GEORGE STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION", "THE INTERNATIONAL PLUMBING CODE", AND THE "UNIFORM BUILDING CODE" LATEST EDITION AS ADMINISTERED BY THE CITY OF ST. GEORGE

WASTEWATER SERVICES PRETREATMENT NOTES

1. A "FOOD SERVICE ESTABLISHMENT" IS DEFINED AS ANY BUILDING, VEHICLE, PLACE, OR STRUCTURE, OR ANY ROOM OR DIVISION IN A BUILDING, VEHICLE, PLACE, OR STRUCTURE, WHERE: (A) FOOD IS PREPARED, SERVED, OR SOLD FOR IMMEDIATE CONSUMPTION ON OR IN THE VICINITY OF THE PREMISES; (B) CALLED FOR OR TAKEN OUT BY CUSTOMERS; OR (C) PREPARED PRIOR TO BEING DELIVERED TO ANOTHER LOCATION FOR CONSUMPTION. (ORD. 8-4-14-2)
2. ALL NEWLY CONSTRUCTED COMMERCIAL STRUCTURES, STRIP MALLS, MULTI-TENANT PLANNED OCCUPIED BUILDINGS, OR PLANNED UNOCCUPIED BUILDINGS, SHALL INSTALL INDEPENDENT WASTEWATER DISCHARGE LINES STUBBED OUT WITHIN EACH DESIGNATED FUTURE FOOD ESTABLISHMENT UNIT. IF A NEW SOURCE COMMERCIAL STRUCTURE, STRIP MALL, OR MULTI-TENANT BUILDING HAS PLANNED OCCUPANCY BY ONE OR MORE BUSINESSES THAT DO NOT GENERATE FOG, AND THEREFORE DO NOT NEED A GREASE INTERCEPTOR, AND THE OWNER OF THE STRUCTURE DOES NOT FACILITATE THE INSTALLATION OF INDEPENDENT WASTEWATER DISCHARGE LINES AND INSTALL A COMMON INTERCEPTOR, THEN NO FUTURE FOOD ESTABLISHMENT SHALL BE PERMITTED, UNLESS THE FACILITIES ARE RETROFITTED FOR INDEPENDENT LINES. (ORD. 8-4-14-5)
3. ALL PLANS PROPOSING TO INSTALL AN INTERCEPTOR MUST INCLUDE THE CITY OF ST. GEORGE STANDARD DETAIL (ORD. 8-4-14-3)
4. THE DISCHARGE OF WASTEWATER WITH TEMPERATURES IN EXCESS OF ONE HUNDRED FORTY DEGREES FAHRENHEIT (140ºF) TO ANY FOGS CONTROL DEVICE, INCLUDING INTERCEPTORS AND TRAPS, IS PROHIBITED. (ORD. 8-4-14-4)
5. INSTALLATION AND USE OF FOOD GRINDERS IN NEW AND/OR REMODELED FSE'S ARE NOT RECOMMENDED. (ORD. 8-4-14-4)
6. FLOW CALCULATIONS TO DETERMINE THE PROPER GREASE INTERCEPTOR SIZING ARE REQUIRED FOR ALL FOOD SERVICE ESTABLISHMENTS AND SHALL BE INCLUDED IN THE PLANS.
7. ALL DRAINS NEAR CHEMICAL STORAGE SHALL BE PLUGGED AND/OR CHEMICALS SHALL HAVE SECONDARY CONTAINMENT TO PREVENT DISCHARGE INTO THE SANITARY SEWER.

ST. GEORGE ENERGY SERVICES POWER NOTES

1. PRIMARY POWER FROM SWITCH TO SWITCH SHALL BE 750 MIKE IN 3" CONDUIT.
2. PRIMARY POWER FROM VAULT TO TRANSFORMER SHALL BE 1/0 MIKE IN 3" CONDUIT UNLESS OTHERWISE NOTED. ALL WIRE SHALL HAVE A TEMPERATURE RATING OF 90ºC
3. SECONDARY POWER FROM TRANSFORMER TO METER (90ºC TEMP. RATING):
   DETAIL. FOR RESIDENTIAL LOTS – WHERE LENGTH IS LESS THAN OR EQUAL TO 200-FT
   - 100 – 150 AMPS = 1/0 IN 2" CONDUIT
   - 200 AMPS = 4/0 IN 2" CONDUIT
   - 400 AMPS = 350 MCM IN 3" CONDUIT
   - 600 AMPS = 500 MCM IN 3" CONDUIT
   - CONTACT SGES FOR LENGTHS > 200-FT IF NOT SPECIFIED PER PLAN.

   DETAIL. FOR C.T. CONNECTIONS (SERVICES > 400 AMPS) – SECONDARY CONDUIT AND WIRE SHALL BE SIZED BY BUILDING ELECTRICAL ENGINEER. DETAIL FOR COMMERCIAL AND/OR APARTMENT COMPLEX ≤ 400 AMPS, OR > 400 AMPS WITH GANG PACK INDIVIDUAL METERS – SIZED BY SGES BASED ON LOAD CALC'S.
4. CONTRACTOR TO FOLLOW ALL BLUE STAKES PROTOCOLS.
5. THE POWER DESIGN ON THIS UTILITY PLAN IS CONSIDERED BY ST. GEORGE ENERGY SERVICES (SGES) AS PRELIMINARY AND NON-BIDABLE UNTIL ACCOMPANIED BY A JUC APPROVAL STAMP.
6. ALL PRIMARY UNDERGROUND POWER WORK/INSTALLATION MUST BE COMPLETED BY A CONTRACTOR THAT HAS BEEN PREQUALIFIED BY SGES AND MEET ALL SGES STANDARDS. ALL OVERHEAD WORK/INSTALLATION MUST BE COMPLETED BY SGES.
7. ALL WORK DONE BY SGES WILL BE PREPAID BY THE DEVELOPER.
8. IT IS THE RESPONSIBILITY OF THE DESIGN ENGINEER TO PROVIDE LOCATION AND ELEVATION OF ALL EXISTING AND DESIGN UNDERGROUND/OVERHEAD UTILITIES AND STRUCTURES THAT WILL IMPACT THE SGES POWER DESIGN.
9. ALL JUC TRENCHES WILL BE BACKFILLED AND COMPACTED IN 6" TO 8" LIFTS TO A COMPACTION OF 95% IN ROADWAYS/SIDEWALKS AND 90% BEHIND SIDEWALK. TESTING IS TO BE DONE AT MIDDLE AND TOP OF TRENCH.
10. ALL CHANGES TO EXISTING GRADES NEAR EXISTING POWER UTILITIES MUST BE APPROVED BY SGES PRIOR TO CONSTRUCTION.
11. ANY IN FIELD CHANGES TO THE JUC APPROVED POWER DESIGN WILL BE AT THE DEVELOPER'S EXPENSE AND MUST BE PRE-APPROVED AND DOCUMENTED BY SGES PRIOR TO INSTALLATION.

RESIDENTIAL SUBDIVISION PROJECT POWER NOTES

A. POWER LIMITATION: TRANSFORMERS, CONDUIT, AND WIRE SIZES SHOWN ARE BASED ON A STANDARD 200 AMP SERVICE PER RESIDENCE. SHOULD ANY LOT(S) IN THIS SUBDIVISION REQUIRE LARGER SERVICES, PLANS MUST BE RESUBMITTED TO UPSIZE ELECTRICAL EQUIPMENT AND WIRE RESPECTIVELY (SGES).
B. ALL SERVICES ARE SINGLE PHASE. IF THREE PHASE POWER IS REQUIRED ANYWHERE WITHIN THIS SUBDIVISION, THE PLAN WILL NEED TO BE RESUBMITTED AND REVISED.
C. INSTALL NEW ELECTRICAL EQUIPMENT 6-FT. BEHIND TBC UNLESS OTHERWISE INDICATED OR APPROVED; INSTALL TOP OF GROUND SLEEVE 6-INCHES ABOVE ADJACENT TBC GRADE PER CURRENT SGES STANDARDS.
D. CONTRACTOR SHALL HAVE ADJACENT CURB LOCATION AND ELEVATION STAKED PRIOR TO PLACEMENT OF ELECTRICAL EQUIPMENT.
E. COORDINATE WITH SGES DEPARTMENT INSPECTOR FOR PHASE SEQUENCE NUMBERS AND TAPING INFORMATION TO BE LABELED ON NEW OR REPLACED TRANSFORMERS, AND PULLED OR RE-PULLED WIRE.
F. PRIMARY AND SECONDARY POWER CONDUITS SHALL BE STUBBED INTO SECONDARY BOXES BETWEEN CONSTRUCTION PHASES AS NECESSARY – TYPICAL.
G. METER, MAIN PANEL, AND DISCONNECTS SHALL BE MOUNTED OUTSIDE OF THE BUILDING ON AN EXTERIOR WALL IN A LOCATION THAT IS VISIBLE AND ACCESSIBLE TO THE POWER DEPARTMENT AND PUBLIC SAFETY ENTITIES. MAIN SHALL BE LOCATED ON THE SIDE OF THE BUILDING CLOSEST TO THE ELECTRICAL SOURCE / SECONDARY BOX.
H. EASEMENTS ARE REQUIRED FOR ALL ELECTRICAL EQUIPMENT, CONDUIT, AND WIRE TO POINT OF SERVICE.
I. PRIVATE STREET LIGHTS AND IRRIGATION CONTROLS, IF APPLICABLE, SHALL BE POWERED FROM BUILDING ELECTRICAL PANELS OR COMMON HOA METERS.

COMMERCIAL PROJECT POWER NOTES

A. CONTRACTOR SHALL HAVE ADJACENT TBC LOCATION AND ELEVATION, AND ANY OTHER APPLICABLE IMPROVEMENTS, STAKED PRIOR TO PLACEMENT OF ELECTRICAL EQUIPMENT.
B. INSTALL NEW ELECTRICAL EQUIPMENT 6-FT. MIN. BEHIND TBC UNLESS OTHERWISE NOTED; INSTALL TOP OF GROUND SLEEVE 6-INCHES ABOVE ADJACENT TBC GRADE PER CURRENT SGES STANDARDS.
C. COORDINATE WITH SGES DEPARTMENT INSPECTOR FOR PHASE SEQUENCE NUMBERS AND TAPING INFORMATION TO BE LABELED ON NEW OR REPLACED TRANSFORMERS, AND PULLED OR RE-PULLED WIRE.
D. ELECTRICAL ENGINEER SHALL PROVIDE AIC AND COMPLETE ALL NECESSARY CALCULATIONS IN ACCORDANCE TO CURRENT BUILDING CODES; INFORMATION TO BE INCLUDED WITH BUILDING PLANS. SGES WILL PROVIDE EXISTING EQUIPMENT INFORMATION AS NECESSARY.
E. METERS AND MAIN PANELS WITH DISCONNECTS SHALL BE MOUNTED OUTSIDE ON AN EXTERIOR BLDG. WALL, LOCATED TO BE VISIBLE & ACCESSIBLE TO THE POWER DEPARTMENT AND PUBLIC SAFETY ENTITIES.
F. EASEMENTS ARE REQUIRED FOR ALL ELECTRICAL EQUIPMENT, CONDUIT, AND WIRE TO POINT OF SERVICE.
G. METER BASES SHALL CONFORM TO A 5-JAW 12-S TYPE METER FOR SINGLE PHASE SERVICES BEING FED FROM A 3-PHASE TRANSFORMER.

DIXIE POWER NOTES

1. THE POWER DESIGN ON THIS UTILITY PLAN IS CONSIDERED BY DIXIE POWER TO BE PRELIMINARY UNTIL ACCOMPANIED BY A JUC APPROVAL STAMP. UPON RECEIPT OF THE JUC APPROVED DRAWING, DIXIE POWER'S ENGINEERING DEPARTMENT SHALL COMMENCE WITH THE FINAL CONSTRUCTION ESTIMATE. CONSTRUCTION ON THIS PROJECT WILL NOT COMMENCE UNTIL ALL CONSTRUCTION PAYMENTS HAVE BEEN MADE IN FULL.
2. ALL PRIMARY AND SECONDARY POWER INSTALLATION SHALL BE PERFORMED BY DIXIE POWER AND ITS APPROVED CONSTRUCTION CREWS. IF BACKFILL AND COMPACTION IS TO BE PROVIDED BY OWNER, ALL CONDUITS SHALL BE SAND BEDDED BEFORE NATIVE BACKFILL CAN BE UTILIZED.
3. IT IS THE RESPONSIBILITY OF THE OWNER TO PROVIDE LOCATIONS AND ELEVATIONS FOR EACH OF THE FACILITIES THAT ARE TO BE INSTALLED WITH THIS PROJECT. IF OVERHEAD POWER LINES ARE BEING CONSTRUCTED, THE FINAL GRADE OF THE EASEMENT SHALL BE ESTABLISHED BEFORE CONSTRUCTION CAN BEGIN. IF THE GRADE CHANGES AFTER THE CONSTRUCTION HAS BEEN COMPLETED, THE COSTS TO CHANGE THE ELEVATION SHALL BE BILLABLE TO THE OWNER.
4. ALL JUC TRENCHES SHALL BE BACKFILLED AND COMPACTED IN 6 TO 8" LIFTS TO A COMPACTION OF 95%IN ROADWAYS/SIDEWALKS AND 90% BEHIND SIDEWALKS AND AT ALL PREPARED TRANSFORMER PAD AND HEAVY HARDWARE LOCATIONS. TESTING IS TO BE DONE AT MIDDLE AND TOP OF TRENCH.
5. FIELD DENSITY REPORTS FROM AN ACCREDITED GEOTECHNICAL ENGINEERING COMPANY SHALL BE SUBMITTED TO DIXIE POWER'S ENGINEERING DEPARTMENT UPON COMPLETION OF THE PROJECT.
6. ALL CHANGES TO EXISTING GRADES NEAR EXISTING POWER UTILITIES MUST BE APPROVED BY DIXIE POWER'S ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION. BLUE STAKES PROTOCOL SHALL BE FOLLOWED AT ALL TIMES.
7. ANY IN FIELD CHANGES TO THE JUC APPROVED POWER DESIGN WILL BE AT THE OWNER'S EXPENSE AND MUST BE PRE-APPROVED AND DOCUMENTED BY DIXIE POWER PRIOR TO INSTALLATION.
8. OVERHEAD POWER LINE EASEMENTS SHALL NOT BE LANDSCAPED WITH TREES THAT GROW MORE THAN 15 FT AT MAXIMUM MATURITY. ALL UNDERGROUND FACILITIES SHALL BE LEFT OPEN FROM LANDSCAPING (15FT IN FRONT AND 5FT ON SIDES AND BACK FOR TRANSFORMERS AND SWITCHES AND 15 FT IN FRONT AND BACK FOR PMH HARDWARE) FOR EASE OF ACCESS.
9. PLEASE REFERENCE WWW.DIXIEPOWER.COM FOR INFORMATION ON INSTALLATION GUIDELINES AND METERING STANDARDS.

CENTURYLINK NOTES

1. DEVELOPER TO PLACE CONDUIT IN ALL JUC TRENCH AND STUB UP AT ALL POWER LOCATIONS. CONTACT CENTURYLINK ENGINEER FOR PRINT IF NEEDED.
2. CENTURYLINK WILL PROVIDE ALL CONDUIT AND DELIVER TO JOB SITE. CALL 435-632-8553 SEVEN (7) DAYS PRIOR TO REQUIRING CONDUIT TO SCHEDULE DELIVERY.
3. CONTRACTOR TO INSTALL CONDUIT AND PLACE PULL STRING IN ALL CONDUIT TO VERIFY CONDUIT INTEGRITY.
4. ALL CONDUIT IS 2" UNLESS OTHERWISE NOTED.
5. ANY QUESTIONS TO JUC APPROVED PLANS PLEASE CONTACT CENTURYLINK ENGINEER ZACH MATHEWS AT 435-673-9639.
6. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER. CENTURYLINK ENGINEER MUST BE CONTACTED A MINIMUM OF FOUR (4) WEEKS BEFORE RELOCATION IS REQUIRED
7. DEVELOPER IS RESPONSIBLE TO PROVIDE ALL STREET NAMES AND ADDRESSES WITHIN THREE (3) WEEKS OF UTILITY PLAN APPROVAL. FAILURE TO PROVIDE ADDRESSES WILL RESULT IN A DELAY OF SERVICE TO PROJECT.

DOMINION ENERGY NOTES

1. DEVELOPER NEEDS TO CONTACT DOMINION ENERGY PRECONSTRUCTION DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SIGN UP. JEFF BURTON 435-674-6157 / ERIC WARD 435-669-229
2. DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPER'S EXPENSE.
3. IF CASINGS/CONDUITS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT THEIR COSTS. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS (1155 E 350 N - ST GEORGE).
4. ALL OF THE UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED, AT FULL WIDTH, TO WITHIN 6 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. **NO RETAINING, ROCK, OR BLOCK WALLS MAY BE CONSTRUCTED ON/IN A PUE **DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION. **
5. ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
6. PROPERTY LOT LINES, BACK OF CURB AND GRADE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
7. POWER, WATER, SEWER LINES, CULVERTS OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER.
8. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF SERVICE TO THIS PROJECT.
9. CONTACT JIC HALL, 435-210-0729, AT LEAST TWO (2) WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.
10. **IMPORTANT NOTICE** GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED, STREETS ARE WITHIN 6 INCHES OF SUB-GRADE AND THE UTILITY EASEMENT IS GRADED TO TOP BACK OF CURB.
11. HIGH PRESSURE GAS NOTE:
    IF HIGH PRESSURE GAS LINES ARE LOCATED IN OR NEAR YOUR DIGGING AREA, BEFORE DIGGING PLEASE CALL: BRYAN WARD 435-559-6847.

TDS BROADBAND NOTES

1. THE DEVELOPER WILL PROVIDE ALL REQUIRED TRENCH WITHIN THE PROJECT. ANY MODIFICATIONS ALONG THE PERIPHERY TO FEED THIS PROJECT WILL BE BILLED TO THE DEVELOPER.
2. TDS WILL PROVIDE CONDUITS, PLEASE CONTACT MATT AT (435-817-0180) OR ERIC AT (805-559-1506) AT LEAST 3 WEEKS PRIOR TO OPENING TRENCH TO SCHEDULE WORK.
3. ANY QUESTIONS REGARDING CONSTRUCTION OF SERVICE SHOULD BE DIRECTED TO MATTHEW BRANN WITH TDS AT (435-817-0180) OR ERIC MEYER AT (805-559-1506).
4. RELOCATION OF NEW OR EXISTING TDS FACILITIES WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR.
5. ANY MODIFICATIONS AFTER CONDUIT/CABLE PLACEMENT WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR; AS WILL DAMAGES CAUSED BY OTHER CONTRACTORS WORKING FOR THE DEVELOPER ON THIS PROJECT.

GOFIBER, CATV/FIBER OPTIC NOTES:

1. DEVELOPER TO PROVIDE ALL REQUIRED TRENCHING WITHIN THE PROJECT. ANY MODIFICATIONS REQUIRED TO FEED PROJECT WILL BE BILLED TO THE DEVELOPER.
2. GO FIBER WILL PROVIDE ALL CONDUITS, CALL 435-767-9053 OR EMAIL JUC@GOFIBER.TECH FOR CONDUIT DELIVERY AT LEAST ONE (1) WEEK PRIOR TO OPENING THE TRENCH.
3. FOR COMMERCIAL PROJECTS WITH AN MDF/COMM ROOM, DEVELOPER WILL INSTALL A 2" PVC RUN TO THE EXTERIOR OF BUILDING.
4. ANY QUESTIONS REGARDING SERVICE SHOULD BE DIRECTED TOWARDS LYNN BEECHER, 435-318-0869 JUC@GOFIBER.TECH.
5. RELOCATION OF EXISTING NEW OR EXISTING GOFIBER FACILITIES ARE BILLABLE TO THE DEVELOPER. THE DEVELOPER WILL BE PROVIDED WITH AN ESTIMATE OF COSTS FOR WORK DONE.

811 Know what's below. Call 811 before you dig.

FOCUS ENGINEERING AND SURVEYING, LLC
1785 SOUTH BLUFF STREET
MESQUITE, UTAH 84027 PH: (801) 552-0075
www.focusutah.com

"I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 7838201 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH."
THOMAS M. ROBINETT

PARCEL A AT THE COVE
ST. GEORGE, UTAH
UTILITY NOTES

REVISION BLOCK			
#	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			

UTILITY NOTES

SCALE: 1"=20' | DESIGN: AMO
DATE: 10/04/2021 | JOB #: 21-0303
SHEET: C5.1

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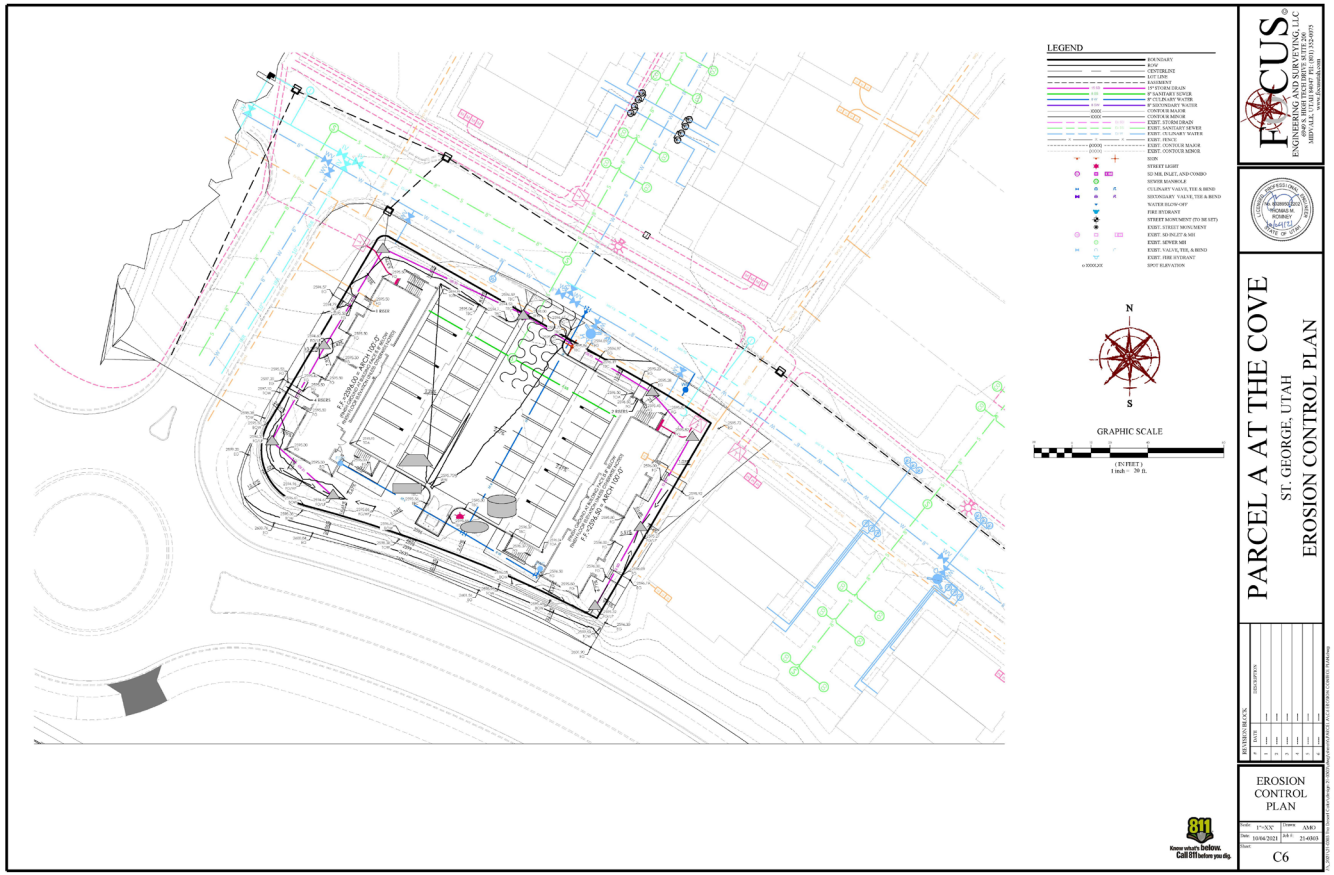
Preliminary Plat – The Cove at Desert Color Lots 514 - 515



Preliminary Plat – The Cove at Desert Color Lots 514 - 515