

**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, August 4, 2022, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Comments from the public.

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any item not on the agenda or likely to be on a future agenda.

Rules for making comments:

- You must be a resident of the City of St. George.
- Each speaker will be given approximately three (3) minutes.
- Be courteous and show respect.
- Comments cannot be related to pending issues on the agenda or likely to be on a future agenda.

Participants are to state their names for the record. Comments which cannot be made within these limits should be submitted in writing to the City Recorder at recorder@sgcity.org.

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

Comments pertaining to an agenda item that includes a public hearing or public input should be given as that item is being discussed during the meeting.

2. Consent Calendar.

- a. Consider approval to award the bid to Western Utility Telecom Inc for the purchase of steel power poles for the Gap Canyon Transmission Line Project in the amount of \$769,009.**

BACKGROUND and RECOMMENDATION: This request is to award the bid to Western Utility Telecom Inc for the purchase of steel transmission line poles. The line will be constructed by SGESD crews from Aliente Drive the new Canyon View Substation Site. Staff recommends approval of awarding the bid to Western Utility Telecom Inc.

- b. **Consider approval to award bid to Interstate Rock Products for the Virgin River South Trail from Bloomington Park to Brigham Road in the amount of \$545,943.25.**

BACKGROUND and RECOMMENDATION: This is a multi-use trail that will run along the south side of the Virgin River between Bloomington Park and Brigham Rd. This trail is part of the master-planned trail system and will eventually connect to the Web Hill trail. This project was broken into phases because of property acquisition issues. The original bid for both phases by Interstate Rock was \$2,200,260.15. Staff recommends approval to award the bid to Interstate Rock Products.

- c. **Consider approval of a Professional Services Agreement with Rosenberg Associates for design and engineering of the proposed George Washington Boulevard from Boulder Creek Crossing commercial center near River Road to the east side of the proposed Virgin River bridge structure east of 270 East (Crosby Way) Project.**

BACKGROUND and RECOMMENDATION: This agreement is for civil engineering and land surveying services including roadway, drainage, and utility construction plans, geotechnical investigation, contract documents, bidding assistance, and a FEMA LOMR for the proposed George Washington Boulevard from Boulder Creek Crossing commercial center near River Road to the east side of the proposed Virgin River bridge structure east of 270 East (Crosby Way) Project. Staff recommends approval.

- d. **Consider approval of the Warner Draw Watershed Supplemental Watershed Work Plan Agreement #9 between Washington County, City of Hurricane, Washington City, City of St. George, Washington County Water Conservancy District, The Nature Conservancy, and the Natural Resources Conservation Service (NRCS).**

BACKGROUND and RECOMMENDATION: This agreement covers five sites within the Warner Draw Watershed, two of which are in St. George. The two sites in St. George covered by this agreement include Seegmiller Marsh and Warner Valley Disposal System. Detailed information concerning this project can be found on the NRCS website at <https://bit.ly/3DTnKNk>. Staff recommends approval of the agreement.

- e. **Consider approval of a renewal of a Transportation Network Company Operating Agreement between the City of St. George and Raiser, LLC. (Uber).**

BACKGROUND and RECOMMENDATION: Raiser, LLC. (Uber) has been providing ground transportation to passengers since 2017. This agreement is a renewal. Staff recommends approval of the agreement.

- f. **Consider approval of the minutes from the meetings held on June 23, 2022; June 30, 2022; July 21, 2022 (work meeting); July 21, 2022 (regular meeting); July 28, 2022 (work meeting); and July 28, 2022 (regular meeting).**

3. **Consider approval of a resolution entering into an Interlocal Agreement with the County for the 2022 Byrne Justice Assistance Grant (JAG) Program Award.**

BACKGROUND and RECOMMENDATION: The St. George Police Department is applying to receive the 2022 Department of Justice, Edward Byrne Memorial Justice Assistance Grant, (JAG) award. The \$28,217 award will be used to supplement funding to purchase a 3-dimensional scanning machine for use by the Accident Reconstruction Team and Investigations Division to more efficiently process and diagram extensive collision and crime scenes. Funding will also be used to acquire individual first aid kits for officers. The interlocal agreement is part of our application process and has been signed by Washington County and St. George City each year we have applied for the grant. Staff recommends approval of the resolution.

4. **Consider approval of an ordinance changing the General Plan future land-use map from Open Space (OS) to Commercial (COM) on 2.45 acres located on Bluff Street, just north of 676 S. Bluff Street for a project to be known as "Car Lot, Medical Office Condominium." Case No. 2022-GPA-007**

BACKGROUND and RECOMMENDATION: This project is to change the land use designation on an undeveloped piece of property along Bluff Street. The majority of this property has the land use designation as Open Space (OS), with a small portion located on the southern side already designated as Commercial. At their meeting held on July 12, 2022, the Planning Commission held a public hearing and recommended approval; no public comments were given.

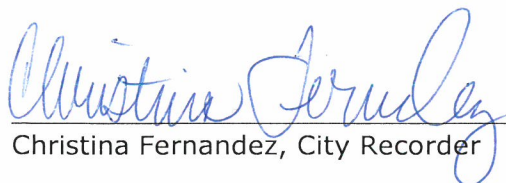
5. **Consider approval of an ordinance changing the zone from Central Business District (C-4) to Planned Development Mixed Use (PD-MU) on approximately 1.3 acres to allow for a new mixed-use building for a project to be known as 300 West Mixed Use. Case No. 2022-ZC-027**

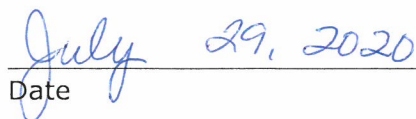
BACKGROUND and RECOMMENDATION: The southwest corner of St. George Boulevard and 300 West currently has a used car lot, the Sun City Glass building, and an older mechanic shop that is being used as a part-time hobby shop. Behind the mechanic shop there is an unfinished dirt area that houses a few vehicles. The applicant is proposing to remove the car lot and mechanic shop buildings that wrap around the Sun City Glass building for the purpose of adding in a new mixed-use building that will house commercial on the main floor. At their meeting held on June 28, 2022, the Planning Commission held a public hearing and recommended approval.

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

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

8. **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


Date

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



Agenda Date: 08/04/2022

Agenda Item Number: 2a

Subject:

Consider approval to award the bid to Western Utility Telecom Inc for the purchase of steel power poles for the Gap Canyon Transmission Line Project in the amount of \$769,009.

Item at-a-glance:

Staff Contact: Barb Berrett

Applicant Name: City of St. George

Reference Number: 22-030

Address/Location:

Gap Canyon Parkway between Sunbrook Drive and Ailente Dr

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

This request is to award the bid to Western Utility Telecom Inc for the purchase of steel transmission line poles. The line will be constructed by SGESD crews from Aliente Drive the new Canyon View Substation Site.

Staff Narrative (need/purpose):

This is to meet system growth.

Name of Legal Dept approver: Alicia Galvany Carlton

Budget Impact:

Cost for the agenda item: \$769,009

Amount approved in current FY budget for item: \$700,000

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

This is the current budget.

Description of funding source:

Impact Fees

Recommendation (Include any conditions):

Staff recommends approval.



**Intermountain Consumer
Professional Engineers, Inc.**
1145 East South Union venue
Midvale, Utah 84047
(801) 255-1111

July 19, 2022

Mrs. Barbara Berrett
St. George City
175 East 200 North
St. George, UT 84770

Subject: Bid Recommendation – Steel Poles – Gap Canyon Transmission Line & Four Miscellaneous Project

Barb:

Intermountain Consumer Professional Engineers, Inc. (ICPE) has reviewed copies of the Bid Forms submitted to t. George City relative to the Gap Canyon Transmission Line & Four Miscellaneous Projects.

Project. Bids were received from four Bidders as follows:

1. MVA Power
2. Western Utility Telecom, Inc.
3. Meyer Utility Structures, LLC
4. ESI Industries Co. Ltd.

ICPE prepared the Bid Tabulation included as the next page in this letter using the Bids from the four Bidders. Based on the information included in the Bid Tabulation, ICPE would recommend that the purchase of the Gap Canyon Transmission Line & Four Miscellaneous Projects be awarded to Western Utility Telecom, Inc. The key reasons for this recommendation are as follows:

1. Western Utility Telecom, Inc has the lowest Total Price for the custom steel poles and anchor bolts and pre-engineered steel structures at \$ **\$769,009.00**.
2. Western Utility Telecom, Inc estimated delivery for the custom steel poles and anchor bolts and pre-engineered steel structures is the shortest at **12 – 14 weeks**.

The difference in the sum of the total weight for the custom steel poles and anchor bolts and pre-engineered steel structures, as shown in the Bid Tabulation, is approximately one percent. This difference is between Western Utility Telcom, Inc. and Meyer Utility Structures' Bid Prices is about one percent.

ICPE reviewed the Design Calculations of Western Utility Telecom, Inc and did not find any obvious errors in any of the loads, safety factors or other information included in the calculations. Western Utility Telecom, Inc. used PLSPOLE Software for their design calculations and ICPE has used this software before and is familiar with and is comfortable with the designs produced by the software.

If ICPE can be of further assistance relative to this letter or the included Bid Tabulation, please feel free to contact the undersigned by phone or email. My address is included at the top of this letter and my email address is lbell@icpeinc.com.

Sincerely,

Leslie A. Bell, Jr.

LAB/lb

BID TABULATION CUSTOM STEEL POLES AND PRE-ENGINEERED STEEL STRUCTURES

BIDDER	POLE/STRUCTURE NUMBER	QUANTITY REQUIRED	POLE OR STRUCTURE WEIGHTS*
Meyer Utility Structures	CV10, CV11, CV12 CV13, CV14	5	12,250 lbs..
	CV9	1	2,927 lbs.
	CV2, CV15	2	6,254 lbs.
	CV17	1	3,409 lbs.
	CV18	1	3,757 lbs.
	P3387A	1	13,128 lbs.
	FSI	1	10,509 lbs.
	2274	1	13,460 lbs.
	2661	1	14,001 lbs.
	CCI	1	8,477 lbs.
	CV3, CV7	2	9,954 lbs.
	CV4, CV5 CV6, CV8	4	31,088 lbs.
	CV22, CV23	2	16,970 lbs.
	CV16	1	10,728 lbs.
	CV19	1	5,464 lbs.
	CV20	1	33,894 lbs.
	CV21	1	16,032 lbs.
	TOTAL BID PRICE		\$780,363.00
	TOTAL BASE BID WEIGHT		212,298
	BASE BID PRICE/BASE BID WEIGHT		\$3.68/lb.
	DELIVERY		26 – 27 Wks.
Western Utility / Telecom Inc.	CV10, CV11, CV12 Cv13, CV14	5	12,700 lbs.
	CV9	1	3,030 lbs.
	CV2, CV15	2	3,660 lbs.
	CV17	1	3,980 lbs.
	CV18	1	3,910 lbs.
	P3387A	1	15,288 lbs.
	FSI	1	11,710 lbs.
	2274	1	14,298 lbs.
	2661	1	15,883 lbs.
	CCI	1	10,172 lbs.
	CV3, CV7	2	11,716 lbs.
	CV4, CV5 CV6, CV8	4	32,440 lbs.
	CV22, CV23	2	20,540 lbs.
	CV16	1	12,019 lbs.
	CV19	1	6,226 lbs.
	CV20	1	25,890 lbs.
	CV21	1	17,636 lbs.
	TOTAL BID PRICE		\$769,009.00
	TOTAL BASE BID WEIGHT)		200,104 lbs.
	BASE BID PRICE/BASE BID WEIGHT		\$3.84/lb.
	DELIVERY		12 - 14Weeks

* Custom Steel Pole Structure Weights include anchor bolt cage weight.



Agenda Date: 08/04/2022

Agenda Item Number: 2b

Subject:

Consider approval to award bid to Interstate Rock Products for the Virgin River South Trail from Bloomington Park to Brigham Road in the amount of \$545,943.25.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

Virgin River Between Bloomington Park and Brigham Road

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

This is a multi-use trail that will run along the south side of the Virgin River between Bloomington Park and Brigham Rd. This trail is part of the master-planned trail system and will eventually connect to the Web Hill trail. This project was broken into phases because of property acquisition issues. The original bid for both phases by Interstate Rock was \$2,200,260.15. Staff recommends approval to award the bid to Interstate Rock Products.

Staff Narrative (need/purpose):

This trail will be a part of the City's active transportation effort. When complete it will allow residents of the Bloomington subdivision access to the trail system. When complete this trail will complete the Virgin River trail loop between Confluence Park and Bloomington Park.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$545,943.25

Amount approved in current FY budget for item: \$520,000 is in the tentative budget.

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

A budget opening in the amount of \$25,943.25 from the Park Impact fund will be required.

Description of funding source:

Park Impact Fund

Recommendation (Include any conditions):

Staff recommends approval.



Shane Moore <shane.moore@sgcity.org>

Virgin River South Trail Bid

1 message

Mark Goble <mark.goble@sgcity.org>
To: Shane Moore <shane.moore@sgcity.org>

Fri, Mar 4, 2022 at 10:52 AM

Shane,

Bids were opened yesterday afternoon for the Virgin River South Trail - Bloomington Park to I-15 project. We received 3 bids as follows:

HandY Excavation	\$1,097,427.15 (incomplete bid so thrown out)
Interstate Rock	\$2,200,260.15
VanCon	\$2,249,448.00

Interstate Rock is the responsive low bidder.

Schedule:

We gave the contractors the option to start at the end of March or in September. Interstate Rock would like to start construction in September due to the long lead time of the pedestrian bridge, MSE wall materials, and other materials. For example, if the bridge was ordered now it wouldn't arrive until September.

Due to the long lead times we would like to award the bid to Interstate Rock in March/April so they can order the materials that have a long lead time in order to be ready to begin construction in September.

Budget:

Our current fiscal year budget for this project is \$1,260,000. A portion of that goes to engineering. Since the contractor wouldn't be able to start construction until September we would like to roll over the budgeted amount into FY23 and increase the amount to meet the bid from Interstate Rock. Now, there is a discrepancy in their bid that would reduce the amount by about \$300,000, but we need to account for engineering and construction management so we will be increasing the budget to about \$2,100,000 to cover everything and possible unforeseen items.

If you have any questions let me know.

Thanks,

Mark Goble, PLA

Deputy Director of Park Planning
City of St. George | Leisure Services Dept.
390 N. 3050 E.
St. George, Utah 84790
Office: (435) 627-4540



BID TABULATION Virgin River South Trail
PREPARED BY Alliance Consulting
INQUARY NO 21-103
CLOSING DATE 3-03-2022

ALLIANCE CONSULTING
A Planning and Engineering Firm
2303 North Coral Canyon Blvd
Suite 201
Washington, UT 84780
t. 435.673.8060
f. 435.673.8065



Virgin River South Trail (BASE BID)

No.	Item	Unit	Quantity	Interstate Rock Products, Inc.		Van Con, Inc		Handy Excavation, Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	General Condition/Mobilization	LS	1	\$90,000.00	\$90,000.00	\$375,000.00	\$375,000.00	\$10,000.00	\$10,000.00
2	Dust Control	LS	1	\$23,000.00	\$23,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
3	Traffic Control (Trail and Road)	LS	1	\$20,800.00	\$20,800.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
4	Clear & Grub	LS	1	\$4,150.00	\$4,150.00	\$35,000.00	\$35,000.00	\$10,050.00	\$10,050.00
5	Pre-Construction Condition/SWPPP Documentation	LS	1	\$7,400.00	\$7,400.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
6	Earthwork/ Imported Fill (Approximatly 3,365 cu.yd.)	LS	1	\$83,500.00	\$83,500.00	\$200,000.00	\$200,000.00	\$62,252.50	\$62,252.50
7	Soft Spot Repair	SQ.FT.	500	\$5.95	\$2,975.00	\$12.00	\$6,000.00	\$12.00	\$6,000.00
8	UDOT Coordination & Encroachment Permits	LS	1	\$2,900.00	\$2,900.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
9	Install Stacked Rock Walls with Geo-Grid Fabric (Basalt Rock)	SQ.FT.	2,150	\$18.50	\$39,775.00	\$30.00	\$64,500.00	\$21.00	\$45,150.00
10	Install MSE Wall with Footing	SQ.FT.	4,700	\$50.50	\$237,350.00	\$60.00	\$282,000.00	\$25.19	\$118,393.00
11	Remove & Reinstall Existing Rip-Rap (Approximatly 6900 sq.ft.)	LS	1	\$57,600.00	\$57,600.00	\$50,000.00	\$50,000.00	\$144,900.00	\$144,900.00
12	Rip-Rap Rock 24" D50 with Filter Fabric (Basalt Rock)	SQ.FT.	4,640	\$94.50	\$438,480.00	\$25.00	\$116,000.00	\$18.00	\$83,520.00
13	18" HDPE Storm Drain Pipe	Ln.Ft.	55	\$88.50	\$4,867.50	\$150.00	\$8,250.00	\$44.00	\$2,420.00
14	12" HDPE Storm Drain Pipe	Ln.Ft.	25	\$80.50	\$2,012.50	\$150.00	\$3,750.00	\$32.00	\$800.00
15	12" PVC SDR-35 Pipe and Inlet Box (8-Beehive Grates)	Ln.Ft.	240	\$260.00	\$62,400.00	\$180.00	\$43,200.00	\$82.00	\$19,680.00
16	18" End Section with Rip-Rap & Filter Fabric	Each	2	\$2,150.00	\$4,300.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00
17	12" End Section with Rip-Rap & Filter Fabric	Each	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$450.00	\$450.00
18	2'x2' Inlet Box Culvert with Grate	Each	3	\$2,400.00	\$7,200.00	\$2,500.00	\$7,500.00	\$1,000.00	\$3,000.00
19	10' Wide x4' Tall Box Culvert with Base	Ln.Ft.	36	\$3,400.00	\$122,400.00	\$2,600.00	\$93,600.00	\$2,750.00	\$99,000.00
20	Raise Existing Manhole	LS	1	\$910.00	\$910.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
21	2.5" Thick Asphalt(Voidless Asphalt Mix)	SQ.FT.	61,900	\$4.00	\$247,600.00	\$2.20	\$136,180.00	\$1.65	\$102,135.00
22	Slurry Overlay	SQ.FT.	61,900	\$0.31	\$19,189.00	\$0.40	\$24,760.00	\$0.27	\$16,713.00
23	6" Thick Concrete Trail Flatwork	SQ.FT.	3,475	\$8.95	\$31,101.25	\$10.00	\$34,750.00	\$8.00	\$27,800.00
24	6" Thick Type II Gravel Roadbase (Trail)	SQ.FT.	65,375	\$2.30	\$150,362.50	\$1.80	\$117,675.00	\$0.43	\$28,111.25
25	4" Thick Concrete Sidewalk Flatwork with Base	SQ.FT.	1,500	\$8.05	\$12,075.00	\$13.00	\$19,500.00	\$6.50	\$9,750.00
26	Shoulder Type II Gravel Roadbase	SQ.FT.	31,275	\$2.30	\$71,932.50	\$1.50	\$46,912.50	\$0.43	\$13,448.25
27	Signs Plaques and Wood Posts	Each	10	\$440.00	\$4,400.00	\$1,000.00	\$10,000.00	\$375.00	\$3,750.00
28	Remove and Relocate Existing Sign	LS	1	\$1,900.00	\$1,900.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00
29	Trail Pavement Markings Phase 1	LS	1	\$2,700.00	\$2,700.00	\$5,000.00	\$5,000.00	\$2,450.00	\$2,450.00
30	Trail Safety Rail (Powder-Coated)	Ln.Ft.	630	\$58.50	\$36,855.00	\$100.00	\$63,000.00	\$100.00	\$63,000.00

Virgin River South Trail (BASE BID)

No.	Item	Unit	Quantity	Interstate Rock Products, Inc.		Van Con, Inc		Handy Excavation, Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
31	Rock Trackout Pad (2 Locations)	LS	1	\$3,150.00	\$3,150.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00
32	Asphalt and Base Removal with Saw Cuts	SQ.FT.	3,280	\$0.23	\$754.40	\$1.10	\$3,608.00	\$1.83	\$6,002.40
33	Revegetation of Trail Areas and Pole Plantings	LS	1	\$17,500.00	\$17,500.00	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00
34	Silt Fence	Ln.Ft.	6,230	\$2.35	\$14,640.50	\$5.00	\$31,150.00	\$1.00	\$6,230.00
35	80' Span Bridge with Abutment Walls	LS	1	\$163,500.00	\$163,500.00	\$200,000.00	\$200,000.00	\$89,000.00	\$89,000.00
TOTAL				\$1,991,680.15		\$2,078,585.50		\$1,004,505.40	

Virgin River South Trail (ALT BID #1)

No.	Item	Unit	Quantity	Interstate Rock Products, Inc.		Van Con, Inc		Handy Excavation, Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Dust Control	LS	1	\$9,650.00	\$9,650.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Traffic Control (Trail and Road)	LS	1	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
3	Clear & Grub	LS	1	\$2,550.00	\$2,550.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
4	Earthwork/ Imported Fill (Approximatly 1397 cu.yd.)	LS	1	\$57,300.00	\$57,300.00	\$60,000.00	\$60,000.00	\$25,844.50	\$25,844.50
5	12" PVC SDR-35 Pipe and Inlet Box (2-Beehive Grates)	Ln.Ft.	45	\$160.00	\$7,200.00	\$180.00	\$8,100.00	\$82.00	\$3,690.00
6	2.5" Thick Asphalt (Voidless Asphalt Mix)	SQ.FT.	15,750	\$4.00	\$63,000.00	\$2.20	\$34,650.00	\$1.65	\$25,987.50
7	Slurry Overlay	SQ.FT.	15,750	\$0.31	\$4,882.50	\$0.40	\$6,300.00	\$0.18	\$2,835.00
8	6" Thick Type II Gravel Roadbase (Trail)	SQ.FT.	15,750	\$2.30	\$36,225.00	\$2.00	\$31,500.00	\$0.43	\$6,772.50
9	Shoulder Type II Gravel Roadbase	SQ.FT.	7,875	\$2.30	\$18,112.50	\$1.50	\$11,812.50	\$0.43	\$3,386.25
10	Trail Pavement Markings Phase 2	LS	1	\$1,900.00	\$1,900.00	\$1,000.00	\$1,000.00	\$1,625.00	\$1,625.00
11	Silt Fence	Ln.Ft.	1,600	\$2.35	\$3,760.00	\$5.00	\$8,000.00	\$1.00	\$1,600.00
TOTAL				\$208,580.00		\$170,862.50		\$83,240.75	

GRAND TOTAL \$2,200,260.15 \$2,249,448.00 \$1,087,746.15



Agenda Date: 08/04/2022

Agenda Item Number: 2C

Subject:

Consider approval of a Professional Services Agreement with Rosenberg Associates for design and engineering of the proposed George Washington Boulevard from Boulder Creek Crossing commercial center near River Road to the east side of the proposed Virgin River bridge structure east of 270 East (Crosby Way) Project.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

This agreement is for civil engineering and land surveying services including roadway, drainage, and utility construction plans, geotechnical investigation, contract documents, bidding assistance, and a FEMA LOMR for the proposed George Washington Boulevard from Boulder Creek Crossing commercial center near River Road to the east side of the proposed Virgin River bridge structure east of 270 East (Crosby Way) Project. Staff recommends approval.

Staff Narrative (need/purpose):

This project, along with the future bridge, will complete a corridor from the Southern Parkway in Washington City to I-15. The George Washington Boulevard is a vital east-west transportation link for the region.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$144,140

Amount approved in current FY budget for item: \$144,140

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

N/A

Description of funding source:

City Budgeted Funds

Recommendation (Include any conditions):

Approval



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
GEORGE WASHINGTON PARKWAY DESIGN PROJECT WITH ROSENBERG
ASSOCIATES**

This Agreement is made and entered into this _____, 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 Rosenberg Associates, with offices at 352 E Riverside Drive Suite A-2, St. George, Utah 84790 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited Rosenberg Associates to provide civil engineering and land surveying services including roadway, drainage and utility construction plans, geotechnical investigation, contract documents, bidding assistance and a FEMA LOMR for the proposed George Washington Parkway from Boulder Creek Crossing commercial center near River Rad to the proposed Virgin River Bridge structure east of 270 East (Crosby Way) Project (hereinafter called the PROJECT); and

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

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

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

1. EMPLOYMENT OF CONSULTANT.

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

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

- 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, sexual orientation, gender identity, 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 materials, 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 those 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 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.

- d. This section does not apply to a design professional services contract, design professional services, and design professionals.

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 Attention: Jay Sandberg	CONSULTANT: Rosenberg Associates 352 E Riverside Dr Suite A-2 St. George, UT 84790 Attention: Rick Rosenberg
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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: COMPANY NAME

Michele Randall, Mayor

Legally Authorized Signer's Name

Attested:

Approved as to form:

Christina Fernandez, City Recorder

Ryan Dooley, Asst. City Attorney



EXHIBIT A WORK PLAN

CLIENT **City of St. George**
175 East 200 North
St. George, UT 84770

ENGINEER **Rosenberg Associates**
352 East Riverside Drive, Suite A-2
St. George, UT 84790

PROJECT **11138-22-004**
George Washington Parkway Roadway Design
St. George, UT

EFFECTIVE DATE July 1, 2022

WORK PLAN

The Engineer will provide civil engineering and land surveying services to design and prepare construction plans for the proposed segment of George Washington Parkway from the Boulder Creek Crossing commercial center near River Road to the proposed Virgin River Bridge structure east of 270 East Street (Crosby Way) in St. George, Utah.

100 DESIGN COORDINATION MEETINGS: Meet with the City Design Team biweekly during the project design process to review the project design needs, engineering assumptions and findings, construction plans, schedule for completion, property owner input, and other concerns pertinent to the project. Prepare meeting minutes and distribute to the group for review.

140 BRIDGE HYDRUALIC MODELING COORDINATION: Prepare HEC-RAS computer modeling of the proposed Virgin River Bridge Structure to determine impacts to the regulatory floodplain, floodway, and base flood elevations. Coordinate with the City Floodplain Administrator and the Bridge Design Consultant to provide design criteria where a Floodplain Development Permit can be issued for the project. Prepare a report summarizing the assumptions, modeling findings and design criteria required for the bridge.

150 ROADWAY GEOTECHNICAL INVESTIGATION: Prepare a geotechnical investigation for the proposed roadway improvements including grading recommendations, pavement and base design as described below. *Note the new bridge structure geotechnical investigation is excluded from this scope.*

10 Document Review: Review available geological maps and geotechnical reports covering the general vicinity of the project.

20 Locate Explorations by Survey: Locations for subsurface exploration will be identified and coordinated with the project team. The explorations will be located by field survey with stationing and elevation prior to conducting the subsurface investigations.

30 Subsurface Investigation: The subsurface soil conditions along the proposed roadway alignment will be explored by through a combination of excavating test pits and conducting Dynamic cone penetrometer (DCP) testing at 8 to 10 locations along the proposed alignment. The test pits will be excavated to depths on the order of 10 feet, or refusal. The subsurface conditions encountered during trenching will be logged and representative soil samples will be collected from the explorations and transported to the laboratory for additional evaluation and testing. DCP testing will be conducted within the near surface soils at each exploration location to assess in situ materials properties down to a depth of about 3 feet.

40 Laboratory Testing: Laboratory testing will be conducted on representative soil samples collected from the explorations to evaluate the pertinent engineering properties of the soils/bedrock. Tests are anticipated to consist of, but not necessarily limited to, unit weight and moisture content determinations, consolidation, Atterberg limits, sieve analyses, clay expansion, proctor, and CBR-value testing.

50 Engineering Analyses: Results of the field explorations and laboratory testing will be evaluated, and engineering analyses performed to develop geotechnical recommendations for the design and construction of the proposed project.

60 Report Preparation: A draft geotechnical report will be provided to present the results of the geotechnical investigations, including recommendations for design and construction of the proposed project, logs of the explorations, laboratory test results, and a site plan of the exploration locations. *Additional investigations and/or analyses may become evident during completion of the scope of work presented herein and/or upon review of the draft report. Any work required beyond the scope of that proposed will be undertaken after receiving prior authorization and after an adjustment has been made to our fee to cover the additional work. A final geotechnical report will be prepared to address review comments, and upon completion of any additional work which may become evident during our investigations.*

70 Project Coordination and Geotechnical Support: Project geotechnical support and coordination provided by RA will include participation in meetings as well as any support provided to prepare for meetings. The estimate below assumes attendance at up to four (4) meetings. If needed, additional meetings and/or deliverables will be billed as additional services.

240 ROADWAY DRAINAGE STUDY: Prepare a hydrologic delineation of the watershed areas impacting the roadway. Develop a hydrologic model to estimate peak storm water flow values at key locations within the roadway based on the proposed preliminary alignment. Evaluate and size storm drain improvements to meet local drainage requirements including roadway capacity, inlet design, pipe sizes, and detention requirements. Summarize findings and recommended improvements in a written drainage study report.

260 ROADWAY CONSTRUCTION PLANS: Prepare roadway construction plans including the elements listed below. Submit plans for city review at the 30%, 60%, 90% design stage and for final approval by the City Engineer and the JUC.

10 Cover Sheet and Summaries: Prepare a cover sheet including a project location and vicinity map, construction notes, approval block, sheet index and plan quantities.

20 Roadway Alignment Plans: Prepare roadway horizontal alignment plans showing the proposed alignment, centerline dimensions and curve data, ROW widths, easements, roadway improvements, intersection improvements and the proposed roadway typical cross-sections. Coordinate with the bridge design consultant.

30 Roadway Profile Plans: Prepare roadway vertical profiles showing proposed roadway earthwork, grading and drainage improvements including existing and proposed contours, and a DTM model for use during construction. Correlate design with the roadway geotechnical report, drainage study and FEMA base flood elevation data. Determine final earthwork and roadway quantities.

40 Utility Plans: Prepare utility plans to include water, wastewater, storm water, JUC Trench (power, and communications), street lighting and natural gas. Review plan design with the local utility service providers at the JUC. Determine final utility improvement quantities. *Utility design will be based upon information obtained from local utility service providers.*

50 Erosion Control Plans: Prepare an erosion control plan and related details to mitigate flood damage risk to the proposed roadway and utility improvements based on the recommendations of the erosion hazard assessment and geotechnical report. Determine final erosion protection quantities. Coordinate with the bridge design consultant.

60 Pavement Marking & Signage Plans: Prepare roadway pavement marking and signage plans in accordance with the MUTCD.

70 ROW Fencing Plans: Prepare roadway ROW fencing plans and access gates as directed by the City Engineer.

80 Storm Water Mitigation Plan: Prepare a storm water mitigation plan document and design plans to mitigate storm water pollution impacts during construction. *Work excludes the preparation of a Storm Water Pollution Prevention Plan (SWPPP), which will be the responsibility of the construction contractor.*

90 Opinion of Cost: Prepare an engineer's opinion of probable construction costs for the public infrastructure improvements for review with the city.

270 CONSTRUCTION CONTRACT DOCUMENTS: Prepare special provisions for the project construction to accompany the Standard City Construction Contract Documents, General Conditions and Specifications (provided by the Client). Prepare bidding documents and method of payment sections.

390 ROAD DEDICATION PLAT: Prepare a road dedication plat in accordance with applicable ordinances and regulations. Submit the completed plat to the city for review. Stake the ROW boundary with rebar & cap and install up to eight (8) standard street survey monuments as required.

410 PROJECT BID AND CONTRACTOR SELECTION: Assist the Client in advertising for and obtaining bids for the project. Receive and process contractor deposits or charges for the bidding documents and maintain a record of prospective bidders. Attend the pre-bid conference and issue addenda to clarify, correct, or change the bidding documents. Attend the bid opening, prepare bid tabulation sheets, and assist the Client in evaluating the bids. Consult with the Client as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed in the bid documents. *The Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.*

440 LETTER OF MAP REVISION (Post Construction): Prepare an aerial drone survey and field survey to determine post construction topography and existing site features, including river flowline, top and toe of channel banks, above ground utilities, structures, and adjacent roadway features. Prepare a project base map using the field survey and available project boundary and topographic information. Provide ortho-rectified aerial photograph. Prepare a hydraulic analysis of the project area based on current topographic conditions using regulatory hydrologic data. Generate a HEC-RAS water surface profile model utilizing project base mapping. Evaluate the model to determine the 100-year floodplain and floodway delineation. Prepare drawings showing the channel cross-sections, the 100-year floodplain delineation, and the floodway delineation. Provide the following items in support of a FEMA Letter of Map Revision (LOMR): Update the hydraulic model, exhibits, and technical memorandum to reflect the preliminary design plans. Prepare the annotated FIRM drawing, affected property owners' letter, and affected property owners' exhibit. Prepare LOMR technical memorandum including model information, narrative, FEMA MT-2 forms, and drawings. Submit the report to the City Floodplain Administrator and to FEMA for review and approval. *The estimate assumes the City will submit*

the LOMR review fee (\$8,000) to FEMA with the application and acceptance by FEMA with minor changes. Major changes to the model, drawings, or report requested by FEMA after the submittal has been accepted by the City Floodplain Administrator will be billed on an hourly rate basis.

The following services are not included in the Work Plan:

- Fees for package submission and plan reviews by the local, state, and/or federal governing agencies. These fees will be furnished by the Client to the Engineer when each package is submitted.
- Design engineering services required for the roadway and intersection improvements west of the bridge structure.
- Design engineering services to prepare the Virgin River Bridge Structure construction plans.
- Site landscape or irrigation construction plans. These drawings are to be prepared by a licensed landscape architect and furnished to the Engineer for inclusion in the civil construction plans.
- Construction engineering support or construction contract administration.
- Construction surveying and field staking.
- Final drawing of record.

FEE ESTIMATE

A fee estimate including a breakdown by task of estimated manhours, hourly rates, and direct costs is attached. **The total estimated fee to complete this project is \$144,140.**

Principal Engineer 2	\$	180.00	hour
Principal Engineer 1	\$	170.00	hour
Staff Engineer 3	\$	120.00	hour
Staff Engineer 2	\$	100.00	hour
Staff Engineer 1	\$	80.00	hour
Traffic Consultant	\$	220.00	hour
Drafter 2	\$	70.00	hour
Land Surveyor 3	\$	170.00	hour
Survey Crew 2 Man	\$	160.00	hour
Survey Crew 1 Man	\$	125.00	hour
Survey Crew Drone	\$	180.00	hour
Admin 1	\$	70.00	hour

ESTIMATED MANHOURS BY TASK		Principal Engineer 2	Principal Engineer 1	Staff Engineer 3	Staff Engineer 2	Staff Engineer 1	Traffic Consultant	Drafter 2	Land Surveyor 3	Survey Crew 2 Man	Survey Crew 1 Man	Survey Crew Drone	Admin 1	Totals
TASK 1 – DESIGN ENGINEERING SERVICES														
100	Design Coordination Meetings	24	24	24	0	0	0	0	0	0	0	0	24	\$12,960.00
140	Bridge Hydraulic Modeling Coordination	8	16	0	40	40	0	0	0	0	0	0	4	\$11,640.00
150	Roadway Geotechnical Investigation													\$15,000.00
240	Roadway Drainage Study	2	8	40	0	0	0	8	0	0	8	0	8	\$8,640.00
260	30% Roadway Construction Plans	4	8	8	32	0	0	20	0	0	0	0	0	\$7,640.00
	60% Roadway Construction Plans	4	8	8	24	0	0	20	0	0	0	0	0	\$6,840.00
	90% Roadway Construction Plans	4	8	8	16	0	0	20	0	0	0	0	0	\$6,040.00
	Roadway Utiltiy Plans	4	16	8	0	32	0	0	0	0	0	0	2	\$7,100.00
	Roadway Erosion Control Plans	4	16	16	8	32	0	0	0	0	0	0	2	\$8,860.00
	Pavement Marking & Signage Plans	2	8	0	4	0	0	24	0	0	0	0	2	\$3,940.00
	ROW Fencing Plans	2	4	0	8	0	0	8	0	0	0	0	2	\$2,540.00
	Final Roadway Construction Plans	2	8	8	24	0	0	24	0	0	0	0	2	\$6,900.00
	Storm Water Mitigation Plan	2	2	0	8	0	0	24	0	0	0	0	4	\$3,460.00
	Opinion of Cost	2	2	8	4	0	0	0	0	0	0	0	2	\$2,200.00
270	Construction Contract Documents	2	8	24	4	0	0	0	0	0	0	0	2	\$5,140.00
390	Road Dedication Plat	2	2	0	0	0	0	0	16	0	16	0	2	\$5,560.00
		72	154	152	212	144	0	172	20	24	24	16	64	\$134,740.00
TASK 2: BID SERVICES														
410	Prepare Advertisement	2	2	4	0	0	0	0	0	0	0	0	0	\$1,180.00
	Pre-Bid Meeting	2	2	4	0	0	0	0	0	0	0	0	0	\$1,180.00
	Addenda/Drawing Revisions	2	2	4	0	0	0	24	0	0	0	0	0	\$2,860.00
	Bid Opening & Evaluation	2	2	4	0	0	0	0	0	0	0	0	0	\$1,180.00
		8	8	16	0	0	0	24	0	0	0	0	0	\$6,400.00
TASK 3: CONSTRUCTION ENGINEERING SERVICES														
440	FEMA LOMR (Post-Construction)	4	16	0	40	40	0	24	4	24	0	16	8	\$20,280.00
		4	16	0	40	40	0	24	4	24	0	16	8	\$ 20,280.00
TOTAL LABOR COSTS		80	162	168	212	144	0	196	20	24	24	16	64	\$141,140.00

ESTIMATED PROJECT COSTS

TITLE	HOURS	RATE	SUBTOTAL
Principal Engineer 2	80	\$ 180.00	\$14,400.00
Principal Engineer 1	162	\$ 170.00	\$27,540.00
Staff Engineer 3	168	\$ 120.00	\$20,160.00
Staff Engineer 2	212	\$ 100.00	\$21,200.00
Staff Engineer 1	144	\$ 80.00	\$11,520.00
Traffic Consultant	0	\$ 220.00	\$0.00
Drafter 2	196	\$ 70.00	\$13,720.00
Land Surveyor 3	20	\$ 170.00	\$3,400.00
Survey Crew 2 Man	24	\$ 160.00	\$3,840.00
Survey Crew 1 Man	24	\$ 125.00	\$3,000.00
Survey Crew Drone	16	\$ 180.00	\$2,880.00
Admin 1	64	\$ 70.00	\$4,480.00
TOTAL LABOR COSTS			\$126,140.00
ROADWAY GEOTECHNICAL INVESTIGATION ESTIMATE			\$15,000.00
ESTIMATE OF DIRECT COSTS (printing, copies, etc.)			\$3,000.00
TOTAL ESTIMATED PROJECT COSTS			\$144,140.00

ASSUMPTIONS: Virgin River Bridge design & construction plans by others.
Bridge geotechnical Investigation by others.
Excludes all roadway design west of the new bridge inc. proposed 270 East Intersection.
Environmental studies and permitting is under separate contract.



ROSENBE-01

CWILCOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2022

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 American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Cathy Wilcock	
	PHONE (A/C, No, Ext): (801) 364-3434 662 FAX (A/C, No): (801) 355-5234	
	E-MAIL ADDRESS: Cathy.Wilcock@american-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Ind Company of Conn.	25682
INSURED Rosenberg Associates, Inc 352 E Riverside Dr, Ste A-2 St. George, UT 84790	INSURER B : Sentinel Insurance Co Ltd	11000
	INSURER C : Travelers Prop Cas Co of America	25674
	INSURER D : Travelers Cas Ins Co of America	19046
	INSURER E : XL Specialty Insurance Company	37885
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6805H675982	12/25/2021	12/25/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	34UEGAQ8217	12/25/2021	12/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP7905Y848	12/25/2021	12/25/2022	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below			UB8J587344	12/15/2021	12/15/2022	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof. Liability			DRP9987590	1/11/2022	1/11/2023	Each Claim 2,000,000
E	RetroDate: 7/1/1989			DRP9987590	1/11/2022	1/11/2023	Aggregate 3,000,000

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

Project: George Washington Parkway Road Improvement

City of St. George is an additional insured with respects to the General Liability, and Auto Liability including Primary and non-contributory, and a waiver of subrogation per a written contract, endorsements attached. Umbrella stacks over the General Liability Limits and includes the additional insured Primary, and waiver of subrogation endt, per attached endorsement. 30 day notice of cancellation in favor of the certificate holder included

CERTIFICATE HOLDER

CANCELLATION

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

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

Jeffrey M. Christ

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.

CG D3 61 03 05

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DATE OF ISSUE: 11/02/2021

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name 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 for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed 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.

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" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

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

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

c. Method Of Sharing

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

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

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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
 - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in 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 "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.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and 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 until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal injury" or "advertising injury" arising out of an offense committed; before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after

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

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
 - a. 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; and
 - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

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

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and 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, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the



Agenda Date: 08/04/2022

Agenda Item Number: 2d

Subject:

Consider approval of the Warner Draw Watershed Supplemental Watershed Work Plan Agreement #9 between Washington County, City of Hurricane, Washington City, City of St. George, Washington County Water Conservancy District, The Nature Conservancy, and the Natural Resources Conservation Service (NRCS).

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: Jay Sandberg

Reference Number: N/A

Address/Location:

Seegmiller Marsh downstream of Mall Drive Bridge along the Virgin River and Seegmiller Drive in Little Valley

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

This agreement covers five sites within the Warner Draw Watershed, two of which are in St. George. The two sites in St. George covered by this agreement include Seegmiller Marsh and Warner Valley Disposal System. Detailed information concerning this project can be found on the NRCS website at <https://bit.ly/3DTnKNk>.

Staff Narrative (need/purpose):

This agreement authorizes the project to begin the technical assistance (project design). There will be separate funding agreements for each site prior to construction which will allocate the funds for project construction. Washington County is the local sponsoring agency. Washington County has chosen Bowen Collins & Associates to complete the design. Rosenberg Associates is a sub-consultant on the Seegmiller Marsh project.

Name of Legal Dept approver: Ryan Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Approval

WARNER DRAW WATERSHED, UTAH
SUPPLEMENTAL WATERSHED WORK PLAN AGREEMENT #9
between

Washington County
City of Hurricane
Washington City
City of St. George
Washington County Water Conservancy District
The Nature Conservancy
(Referred to herein as Sponsors)

and the

Natural Resources Conservation Service,
U.S. Department of Agriculture
(Referred to herein as NRCS)

Whereas, application has heretofore been made to the Secretary of Agriculture by Sponsors for assistance in preparing a plan for works of improvement for Supplement No. 9 to the Warner Draw Watershed, Utah, under the authority of the Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010, and 1012; and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act (Public Law 83-566), as amended, has been assigned by the Secretary of Agriculture to the NRCS; and

Whereas, there has been developed through the cooperative efforts of the Sponsors and the NRCS a Watershed Work Plan and Environmental Assessment for works of improvement for the Warner Draw Watershed, Utah, hereinafter referred to as the Watershed Project or Plan, which Plan is annexed to and made part of this agreement;

Now, therefore, the Secretary of Agriculture through the NRCS and the Sponsors hereby agree on this Watershed Plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this Watershed Plan and including the following:

1. **Term.** The term of this agreement is for the installation period and evaluated life of the project (52 years) and does not commit the NRCS to assistance of any kind beyond the end of the evaluated life.
2. **Costs.** The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.
3. **Real Property.** The Sponsors will acquire such real property as will be needed in connection with the works of improvement. The amounts and percentages of the real property acquisition costs to be borne by the Sponsors and the NRCS are as shown in the cost-share table in section 5 hereof.

The Sponsors agrees that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency that will continue to maintain and operate the development in accordance with the operation and maintenance agreement.

4. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** The Sponsors hereby agrees to comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. Section 4601 et seq. as further implemented through regulations in 49 CFR Part 24 and 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the Sponsors are legally unable to comply with the real property acquisition requirements, it agrees that, before any Federal financial assistance is furnished; it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance.
5. **Cost-Share for Watershed Project Plans.** Table 1-Warner Draw Watershed Agreement Cost-Share Percentages & Amounts shows the estimated cost-share percentages and amounts for Watershed Project Plan implementation.

Table 1. Warner Draw Watershed Agreement - Cost-Share Percentages and Amounts

Works of Improvement	NRCS		Sponsors		Total Cost
<i>Cost-Sharable Items</i>	%	Cost	%	Cost	
Watershed Protection Measures	65	\$3,184,000	35	\$1,715,000	\$4,899,000
Flood Prevention Measures	100	\$7,248,000	0	\$0	\$7,248,000
Public Recreation Measures	50	\$944,500	50	\$944,500	\$1,889,000
Agricultural Water Management Measures	75	\$8,648,000	25	\$2,883,000	\$11,531,000
Real Property Acquisition Cost	50	\$415,000	50	\$415,000	\$830,000
Project Administration	50	\$640,000	50	\$640,000	\$1,280,000
Real estate appraisal fees, legal fees,	-	\$0	-	\$0	\$0
Relocation ^{2/}	-	\$0	-	\$0	\$0
Subtotal: Cost-Sharable	76	\$21,079,500	24	\$6,597,500	\$27,677,000
<i>Non-Cost-Sharable Items</i> ^{3/}	NRCS		Sponsors		Total Cost
	%	Cost	%	Cost	
NRCS Technical Assistance/Engineering	100	\$2,559,000	0	\$0	\$2,559,000
Project Administration	-	\$0	-	\$0	\$0
Construction Management	-	\$0	-	\$0	\$0
Permits	0	\$0	100	\$140,000	\$140,000
Real Property Rights	0	\$0	100	\$1,382,000	\$1,382,000
Water Rights	0	\$0	100	\$5,020,000	\$5,020,000
Relocation, Beyond Required Decent, Safe, ...	-	\$0	-	\$0	\$0
Non-Project Costs	-	\$0	-	\$0	\$0
Subtotal: Non-Cost-Sharable Costs	28	\$2,599,000	72	\$6,542,000	\$9,101,000
Grand Total:	64	\$23,638,500	36	\$13,139,500	\$36,778,000

¹ - The cost-share rate is the percentage of the average cost of installing the practice in the selected plan for the evaluation unit. During

project implementation, the actual cost-share rate must not exceed the rate of assistance for similar practices and measures under existing national programs.

² - Investigation of the watershed project area indicates that no displacements will be involved under present conditions. However, in the event that displacement becomes necessary at a later date, the cost of relocation assistance and payments will be cost-shared in accordance with the percentages shown.

³ - If actual Non-Cost-Sharable item expenditures vary from these figures, the responsible party will bear the change

- 6. Land Treatment Agreements.** The Sponsors will obtain agreements from owners of not less than 50 percent of the land above each multiple-purpose and floodwater-retarding structure. These agreements must provide that the owners will carry out farm or ranch conservation plans on their land. The Sponsors will ensure that 50 percent of the land upstream of any retention reservoir site is adequately protected before construction of the dam. The Sponsors will provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the Watershed Plan. The Sponsors will encourage landowners and operators to continue to operate and maintain the land treatment measures after the long-term contracts expire, for the protection and improvement of the watershed.
- 7. Floodplain Management.** Before construction of any project for flood prevention, the Sponsors agree to participate in and comply with applicable Federal floodplain management and flood insurance programs. The Sponsors participate in the flood insurance program and are currently in good standing.
- 8. Water and Mineral Rights.** The Sponsors will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement.
- 9. Permits.** The Sponsors will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement.
- 10. NRCS Assistance.** This agreement is not a fund-obligating document. Financial and other assistance to be furnished by the NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.
- 11. Additional Agreements.** A separate agreement will be entered into between the Sponsors and the NRCS before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.
- 12. Amendments.** This plan may be amended or revised only by mutual agreement of the parties hereto, except that the NRCS may deauthorize or terminate funding at any time if it determines that the Sponsors have failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, the NRCS must promptly notify the Sponsors in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the Sponsors or recoveries by the NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between the Sponsors and the NRCS having specific responsibilities for the measure involved.

- 13. Prohibitions.** No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.
- 14. Operation and Maintenance (O&M).** The Sponsors will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by performing the work or arranging for such work, in accordance with an O&M Agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life 50 years. Although the Sponsors' responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the Sponsors acknowledge that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.
- 15. Emergency Action Plan.** Prior to construction, the Sponsors must prepare an Emergency Action Plan (EAP) for each dam or similar structure where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the Sponsor annually.
- 16. Nondiscrimination Provisions.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.
- Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

By signing this agreement, the recipient assures the USDA that the program or activities

provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

- 17. Certification Regarding Drug-Free Workplace Requirements (7 CFR Part 3021).** By signing this Watershed Agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action as authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or sub-contractors in covered workplaces).

Certification:

A. The Sponsors certify that they will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The danger of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a

criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- (5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4) (b), with respect to any employee who is so convicted.
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
- B. The Sponsors may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.
- C. Agencies must keep the original of all disclosure reports in the official files of the agency.

18. Certification Regarding Lobbying (7 CFR Part 3018) (for projects > \$100,000)

- A. The Sponsors certify to the best of their knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The Sponsor must require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients must certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C., Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not

less than \$10,000 and not more than \$100,000 for each such failure.

19. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (7 CFR Part 3017).

- A. The Sponsors certify to the best of their knowledge and belief, that they and their principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
 - (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the Sponsor is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

20. Clean Air and Water Certification. (Applicable if this agreement exceeds \$100,000, or a facility to be used has been subject of a conviction under the Clean Air Act (42 U.S.C. Section 7413(c)) or the Federal Water Pollution Control Act (33 U.S.C. Section 1319(c)) and is listed by EPA, or is not otherwise exempt.)

- A. The Sponsors signatory to this agreement certifies as follows:
- (1) Any facility to be utilized in the performance of this proposed agreement is (☐), is not (☒) listed on the Environmental Protection Agency List of Violating Facilities.
 - (2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by the NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
 - (3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.
- B. The Sponsors signatory to this agreement agrees as follows:
- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by the NRCS.
 - (2) That no portion of the work required by this agreement will be performed in

facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by the NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement.

C. The terms used in this clause have the following meanings:

- (1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).
- (2) The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).
- (3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).
- (4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).
- (5) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

21. Assurances and Compliance. As a condition of the grant or cooperative agreement, the sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as a specifically set forth herein.

State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

22. Examination of Records. The Sponsor must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records,

books, papers, or documents related to this agreement, and retains all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

23. Signatures

Sponsor: Washington County	
By:	
Title:	
Date:	
Address:	Zip Code:
<i>The signing of this plan was authorized by a resolution of the governing body of Washington County adopted at a meeting held on_____.</i>	
_____	Address _____
Secretary [or other Title]	
Date: _____	

Sponsor: City of Hurricane	
By:	
Title:	
Date:	
Address:	Zip Code:
<i>The signing of this plan was authorized by a resolution of the governing body of City of Hurricane adopted at a meeting held on _____.</i>	
_____	Address _____
Secretary [or other Title]	
Date: _____	

Sponsor: Washington City	
By:	
Title:	
Date:	
Address:	Zip Code:
<i>The signing of this plan was authorized by a resolution of the governing body of Washington City adopted at a meeting held on_____.</i>	
_____	Address _____
Secretary [or other Title]	
Date: _____	

Sponsor: City of St. George	
By:	
Title:	
Date:	
Address:	Zip Code:
<i>The signing of this plan was authorized by a resolution of the governing body of City of St. George adopted at a meeting held on_____.</i>	
_____	Address _____
Secretary [or other Title]	
Date: _____	

Sponsor: Washington County Water Conservancy District	
By:	
Title:	
Date:	
Address:	Zip Code:
<i>The signing of this plan was authorized by a resolution of the governing body of Washington County Water Conservancy District adopted at a meeting held on_____.</i>	
_____	Address _____
Secretary [or other Title]	
Date: _____	

Sponsor: The Nature Conservancy	
By:	
Title:	
Date:	
Address:	Zip Code:
<i>The signing of this plan was authorized by a resolution of the governing body of The Nature Conservancy adopted at a meeting held on ____.</i>	
_____ Secretary [or other Title] Date: _____	Address _____



United States
Department of
Agriculture

Natural Resources Conservation Service

Approved By:

EMILY FIFE

Title: NRCS State Conservationist

Date:

Agenda Date: 08/04/2022

Agenda Item Number: 2e

Subject:

Consider approval of a renewal of a Transportation Network Company Operating Agreement between the City of St. George and Raiser, LLC. (Uber).

Item at-a-glance:

Staff Contact: Richard Stehmeier

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

4508 South Airport Pkwy #1

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

Raiser, LLC. (Uber) has been providing ground transportation to passengers since 2017. This agreement is a renewal.

Staff Narrative (need/purpose):

Raiser, LLC. (Uber) provides ground transportation to airport passengers. The airport receives a monthly concession of \$1.00 per ride. In the new agreement the monthly concession will be \$1.50 per ride, increasing every year by \$0.05 per ride for six (6) years.

Name of Legal Dept approver: Jami Brackin

Budget Impact:

Cost for the agenda item: There is not cost

Amount approved in current FY budget for item: We expect a small increase in projected revenue

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

NA

Description of funding source:

NA

Recommendation (Include any conditions):

Staff recommends approval.

TRANSPORTATION NETWORK COMPANY AIRPORT OPERATIONS AGREEMENT

THIS AGREEMENT FOR COMMERCIAL GROUND TRANSPORTATION ("Agreement") is between CITY OF ST. GEORGE, a Utah municipal corporation ("City"), Raiser, LLC, a limited liability corporation authorized to and doing business in Utah, with offices located at 1455 Market St, Fl 4, San Francisco, CA 94103 ("Operator"), and is dated as of February 21, 2022 ("Effective Date").

RECITALS

- A. City owns and operates the St. George Regional Airport ("Airport").
- B. Operator is a transportation network company ("Transportation Network Company" or "TNC") and is authorized by the state of Utah to provide transportation network services ("TNC Services").
- C. Operator desires to operate a transportation network service at the Airport wherein the network provided by Operator will connect Airport passengers with prearranged ground transportation services offered by individual drivers.
- D. City agrees to allow drivers affiliated with Operator to make use of certain Airport facilities in order to provide network ground transportation services to Airport passengers, conditioned upon Operator's payment of applicable fees and charges, and other terms set forth below.

AGREEMENT

In consideration of the foregoing recitals and the following terms, conditions and mutual promises, the parties agree as follows:

SECTION 1: AGREEMENT

1.01 Agreement.

This Agreement, including all exhibits attached hereto and incorporated herein by reference, in conjunction with all federal, state, and local laws, constitute the entire agreement between the parties.

1.02 State and City Regulations.

- (a) Operator shall at all times during the term of this Agreement be in full compliance with and be subject in all respects to the regulations stated in Utah Code Title 13 Chapter 51 ("State Laws and Regulations"), as amended and modified from time to time. Operator's failure to comply with State Laws and Regulations is considered a default under this Agreement.

- (b) Operator shall be subject in all respects to the requirements, terms and conditions of the commercial ground transportation Policies and Rules and Regulations of City and Department of Airports, as amended and modified from time to time, except as expressly modified in this Agreement. Certain provisions in Article 8.9 could conflict or overlap with the terms of this Agreement, including in particular sections 8.9(b)(3)-(4), 8.9(d)-(e), and 8.9(g)-(i), and are thus not applicable to Operator. To the extent of a conflict between this Agreement and the commercial ground transportation Ordinances, Rules and Regulations of City and Department of Airports, the terms of this Agreement would control.

1.03 Agreement.

- (a) During the term of this Agreement, Operator shall have a non-exclusive, revocable license solely to (i) operate a TNC, subject to regulations, requirements, and applicable laws, at the Airport utilizing Operator's Internet-connected software platform ("Software Application") to connect Airport passengers with prearranged transportation services for hire; and (ii) Agreement affiliated drivers ("TNC Drivers", which definition includes the concept of "affiliated") to transport such passengers and their personal baggage to and/or from the Airport in TNC Drivers' vehicles ("TNC Vehicles"); and (iii) Agreement TNC Drivers to use roadways designated by Airport for ingress and egress to and from the Airport.
- (b) The term of this agreement begins at the Effective Date and continues for six (6) years.
- (c) Operator is subject to the administrative actions set forth in this Agreement, including without limitation termination of this Agreement and liquidated damages, in connection with any TNC Drivers found to be in violation of the requirements of this Agreement if Operator does not act promptly to remedy the TNC Driver violation. TNC drivers shall, upon request by the City, provide any information regarding passenger electronic waybill, and TNC Drivers' activity on airport property.
- (d) Failure by Operator to (1) require TNC Drivers to display City approved TNC Driver's digital ID and/or passenger waybills to City, (2) provide TNC Drivers online access to Exhibit B, Performance and Operational Standards for Transportation Network Operators and TNC Drivers accessing the airport, and (3) otherwise comply with applicable laws, rules, regulations, or Agreement requirements, shall subject Operator to administrative actions set forth in this Agreement.
- (e) Operator shall perform criminal background checks on each TNC Driver and vehicle inspections on each TNC Vehicle, as required by Utah law, and otherwise comply with all requirements of Utah law before such TNC Driver begins operating at the Airport.

SECTION 2: TERM

2.01 Term.

- (a) This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of six (6) calendar years, unless earlier terminated as specified herein.
- (b) Either party may cancel this Agreement upon thirty (30) days prior notice to the other party at any time for any or no reason.

SECTION 3: AGREEMENT TO ACCESS AIRPORT PROPERTY

3.01 Access to Airport Property.

City hereby gives consent to allow TNC Drivers to access Airport property for the purposes set forth in this Agreement, which are generally described as business activities to pick-up and drop-off Airport customers at the Airport at a location or locations designated by the City. Operator hereby agrees TNC Drivers will access Airport property for the uses and purposes described in Section 5 below and for no other purpose, and operate on Airport property subject to applicable laws, rules and regulations, as well as to the terms, covenants, and conditions contained in this Agreement. Operator and Operator's TNC Drivers shall have no right or ability to access Airport property in connection with any business purpose except as expressly set forth in this Agreement, and Operator acknowledges and agrees that any unauthorized business activity on Airport property is a violation of City Code and Airport rules and regulations. Nothing in the foregoing shall prohibit TNC Drivers from accessing the Airport in their personal capacity as ordinary members of the public.

SECTION 4: PAYMENT, DOCUMENTATION, RECORD REQUIREMENTS

4.01 Operator Fee.

Commencing as of the Effective Date, Operator shall pay to City an Operator fee ("Operator Fee") for each Airport passenger pick-up and/or drop-off made by its TNC Drivers at the Airport, at the rates set forth in Exhibit A, attached hereto, which Operator Fee may only be adjusted by the City after the expiration of the term of this agreement if the parties do not exercise their termination rights herein. The fee shall be assessed once for each time a TNC Driver enters Airport property and makes one or more stops to drop off or pick up one or more passengers, provided, however, that if a drop off and a pickup occur during the same instance on Airport property, the fee shall be assessed twice.

4.02 Payments and Reports.

- (a) Monthly in Arrears. Without notice or demand therefor, Operator shall furnish to City by the fifteenth (15th) day of each month the following:

- (1) Operator Fee and Reports.
 - (i) Based on the total number of TNC Driver pickups and drop-offs through the end of the preceding month, Operator shall remit a payment of Operator Fees as provided in Section 4.01 above.
 - (ii) At the time Operator pays the Operator Fee in arrears to City, Operator shall: (1) furnish a monthly itemized statement of the preceding month's total number of pickups and drop-offs, including information specific to the TNC Vehicle for each billing event, as of the end of the preceding month; and (2) report the number of TNC Drivers actively operating at the Airport during the preceding month.
 - (2) Any other monthly in arrears charge not otherwise addressed in this Section 4.02.
- (b) Other Amounts Due City. If City pays any amount on behalf of Operator, whether in connection with security violations, fines, penalties, taxes, charges, fees or otherwise, such amount shall constitute an advance by City to Operator, and shall be paid by Operator to City within ten (10) days of receipt of an invoice therefor.
 - (c) Late Fees and Interest. Without waiving any other right of action available to City, if Operator fails to pay when due any amount required to be paid by Operator under this Agreement, City may charge a sum equal to five percent (5%) of such unpaid amount as a service fee each month. In addition, if Operator fails to pay within ten (10) days of the date due any amount required to be paid by Operator under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest. Unpaid amounts more than sixty (60) days overdue may constitute grounds for termination and or liquidated damages, as set forth in this Agreement.
 - (d) No Set-offs or Deductions. All amounts due shall be paid without abatement, deduction, offset, or prior notice or demand, unless specifically provided otherwise by the terms of this Agreement.
 - (e) Accord and Satisfaction. No payment by Operator or receipt by City of a lesser amount than the amount due hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or in any letter or other transmittal shall be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of any amount, or to City's right to pursue any other remedy provided in this Agreement or by law.

- (f) **Payment Address.** The Operator shall make all payments required under the Agreement and provide all financial information to City's Department of Airports at the following address:

City of St. George
Attn: Finance Division, re: Airport TNC
175 E 200 N
St George, UT 84770

Send all reports to Rich Stehmeier at: rich.stehmeier@sgcity.org

4.03 Record Requirements.

Operator shall keep all records in accordance with the following requirements:

- (a) **Inspection and Storage.** Operator shall keep full and accurate books, and records of (i) all TNC Driver names, contact information, training records, vehicle inspections, background checks; and (ii) activity logs of TNC Driver operations, including without limitation the time, date and location of each TNC Driver's pickups and drop-offs. Operator agrees that all such books, records and electronic data are and shall be maintained and retained for the current year, and for at least a three (3) year period following the termination of this Agreement. Storage shall be at the sole expense of Operator.
- (b) **No Misrepresentation.** Operator shall not modify its accounting treatment or rename or redefine services or products, which under the terms of this Agreement would be subject to the Operator Fee.

4.04 Audits.

City may audit and inspect copies of Operator's books, records and electronic data regarding Operator's operations at the Airport with a minimum of seven (7) days advance notice but not more than twice per year. If City requests that Operator provide information, Operator shall do so within thirty (30) calendar days. Should any examination, inspection, or audit of Operator's books and records by City disclose an underpayment by Operator in excess of five percent (5%) of the total consideration due for the audited period, Operator shall promptly reimburse City for all reasonable and documented costs incurred in the conduct of such examination, inspection, or audit in addition to remitting the amount of such underpayment. In the event that City deems it necessary to utilize the services of legal counsel in connection with such examination, inspection, or audit, and such examination, inspection, or audit results in reimbursement to City, Operator shall reimburse City for reasonable attorney fees and litigation expenses in addition to any deficiencies due.

SECTION 5: USES AND OBLIGATIONS

5.01 Use of the Airport.

- (a) Operator and any TNC Driver operating in connection with Operator's Software Application may access the Airport solely to operate a transportation network service for the purpose of picking up or dropping off passengers at the Airport to the exclusion of any other use and shall not engage in any other business activity at or on the Airport unless it is provided for by a separate written agreement with City.
- (b) The Executive Director of Airports or her/his designee may, at her/his sole discretion, relocate customer pick-up and drop-off areas at any time for any reason. Operator shall follow all Airport Rules and Regulations, and other directions, rules and policies required by the Department or Department's ground transportation and parking facility operator.

5.02 Use of Airport Property.

No Unlawful Use of Airport Property. Without limitation, Operator shall not allow any areas at the Airport to be used in any manner, or anything to be done therein, or permit anything to be brought into or kept thereon that would in any way (a) violate any law or requirement of public authorities; (b) cause structural or other injury to any building or structure; (c) constitute a public or private nuisance; (d) alter the appearance of the exterior of any building or structure; (e) be prohibited by either party's insurance policies or any endorsements thereto; (f) interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard, obstruction or breach of security requirements; (g) annoy, disturb or offend Airport customers or tenants; (h) engage in any unauthorized activities. Operator shall not allow or provide parking to its Airport customers, agents or employees at the Airport.

5.03 Use of Brands.

Operator shall operate at the Airport using only the brand name authorized by this Agreement. Operator shall not conduct operations using any other brand.

5.04 Service Standards.

Operator shall comply with all service standards required by the City for the operation of this transportation network service as set forth in Exhibit B attached hereto. City may modify such service standards as City may reasonably determine by Airport Rules and Regulations applicable to all ground transportation operations.

5.05 Advertising.

Operator may not advertise at the Airport, including the advertising of prices, and the dispensing of brochures, pamphlets or leaflets or like items whether for profit or not, except through City's Airport advertising concessionaire. Operator affirms that its advertising shall be truthful, accurate and not misleading.

5.06 Signage.

Any and all signage at the Airport shall be at the sole discretion of the City. Any City allowed signage must be approved by City in writing prior to use or display in compliance with Airport Rules and Regulations.

5.07 Response to Complaints.

Questions or complaints raised by customers, on the City's own initiative, or otherwise, may be submitted to Operator for response. Operator shall provide such response to Department and to any customer within ten (10) working days, and thereafter promptly work toward a resolution of such questions or complaints. At Department's request, Operator shall meet with Department representatives to review any complaints or concerns and shall promptly correct any deficiencies. The City's determination as to quality of operation or services shall be made in City's reasonable judgment, and curative measures approved by Department shall be implemented by Operator as expeditiously as possible.

5.08 Liquidated Damages, Civil Penalties and Enforcement.

- (a) Operator hereby reaffirms its obligation to abide by the provisions of this Agreement and agrees that failure to do so by Operator or any of its partners, subcontractors, agents, employees, damages City through lost revenues and otherwise. Therefore, City may, in addition to any other remedies provided for herein, impose liquidated damages upon Operator in the following amounts, not as a penalty, but as liquidated compensatory damages, if City determines that the following requirements are not being met by Operator or any of its partners, subcontractors, agents, employees to City's reasonable satisfaction. Operator further acknowledges the City's Ordinances, Rules and Regulations shall apply to drivers affiliated with Operator as follows:

Requirement	Liquidated Damages/City Code Violations
(1) Failure to provide monthly report to City or comply with audit provisions in accordance with Agreement requirements.	\$500.00 for every seven (7) calendar days of delay, charged to Operator.

- | | |
|---|--|
| (2) Other violations of this Agreement, including without limitation any violation of the Performance and Operational Standards in Exhibit B not otherwise listed in this subsection (a). | \$250.00 per occurrence, charged to Operator. |
| (3) Unauthorized solicitation of passengers and or passenger transport to and from Airport without use of Software Application, circumventing billing process. | \$250.00 per occurrence charged to TNC Driver |
| (4) Operations on Airport property not in compliance with applicable law, policies, rules and regulations, including without limitation TNC Driver conduct in violation of Airport rules. | \$250.00 per occurrence, charged to TNC Driver |
- (b) Operator may contest any liquidated damages under the dispute resolution procedures set forth in Section 9. City's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right, or prohibit City from doing so for subsequent violations.

5.09 TSA Airport Security.

Operator acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. Operator shall at all times comply with directives from City related to all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal, including, without limitation, 49 C.F.R. Part 1542 "Airport Security" or any amendment or successor thereto, and Operator will work cooperatively with City in connection with the same. Operator understands and agrees that the same may impact Operator's business operations and costs. Operator further agrees that it shall be strictly liable for the payment of any civil penalties assessed against the Airport or Operator relating to security, and shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its partners, officers, employees, representatives, agents, subcontractors, independent contractors, successors, and assigns.

5.10 Safety.

Operator agrees to take necessary safety precautions within its reasonable control and comply with applicable provisions of federal, state and local safety laws to prevent accidents or injury to any of its partners, subcontractors, independent contractors,

employees, agents, customers or others on, about or adjacent to Airport property. Compliance with State law shall fulfill this safety requirement. This safety requirement shall not relieve any TNC Driver from complying with the safety requirements of its contract or applicable law. City may, but is not obligated to, stop Operator's operations if safety laws or safe work practices are not being observed.

5.11 Non Transferable.

City and Operator expressly agree that this Agreement is not transferable, and that Operator shall not assign this Agreement or any right or privilege conferred hereunder, either in whole or in part.

5.12 Licenses, Permits and Taxes.

Operator shall comply with the following:

- (a) Licenses and Permits. Prior to commencement of operations at the Airport, Operator will have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Operator in the state of Utah and in St. George City.
- (b) Taxes. Operator agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies, including sales, franchise, intangible, and personal property taxes, which are now or may hereafter be levied upon Operator, or upon the business conducted by Operator on Airport property, or upon any of Operator's property used in connection therewith.

SECTION 6: INDEMNIFICATION, INSURANCE AND SECURITIES

6.01 Indemnity Provisions.

- (a) Operator shall, at its sole cost and expense, indemnify and hold City and its officers, board members, departments, representatives, City authorized representative(s), agents, employees, affiliates, successors and assigns harmless from and against all third-party losses, claims, demands, suits, actions, legal or administrative proceedings, damages, costs, charges and causes of action of every kind or character whatsoever, including, but not limited to, reasonable attorney's fees and other legal costs such as those for paralegal, investigative, legal support services and the actual costs incurred for expert witness testimony, (collectively "Claims") directly or indirectly arising from, related to or connected with, in whole or in part, Operator's work under the Agreement, including but not limited to Claims directly or indirectly arising from, related to or connected with, in whole or in part: any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Operator or its officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, or by any of their employees, agents or persons under

their direction or control; violation by Operator or Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, or by any persons under their direction or control, of any copyright, trademark or patent or federal, State or local law, rule, code, regulation, policy or ordinance; nonpayment to any of Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier; and, any other act, omission, fault or negligence, whether active or passive, of Operator or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement (collectively "Acts and Omissions"). This indemnification obligation includes any penalties or fines assessed by the Federal Aviation Administration or Transportation Security Administration as well as any other costs to the City, such as investigation and security training, incurred as a result of any violation of federal security regulations, including the Airport security plan, by the Operator, its officers, directors, agents, partners, employees, subcontractors or independent contractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

- (b) Operator shall, at its sole cost and expense, defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns from and against all third-party Claims that are directly or indirectly based, in whole or in part, upon the allegation or assertions, express or implied, that Operator, or its officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, or any persons under their direction or control, committed any Acts or Omissions, regardless of whether such allegations or assertions are true and whether or not Operator, or its officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, or any persons under their direction or control, are ultimately found liable for such Acts or Omissions.
- (c) Operator's duty to defend shall arise only upon (i) City's tender of defense to Operator in writing, (ii) Operator's sole control over the defense and settlement of each claim (provided that Operator will not settle or compromise any claim without written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) City's reasonable cooperation, at Operator's expense, in the defense and settlement of a claim. Upon receipt of City's tender of defense, if Operator does not promptly accept the defense and thereafter duly and diligently defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns as provided herein, then Operator shall pay and be liable for the reasonable costs, expenses and attorneys' fees incurred after the tender of defense by City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns, in defending against the Claims and enforcing this provision.

- (d) Nothing herein shall be construed to require Operator to indemnify, hold harmless, or defend City from City's fault, which shall be apportioned between the parties based on the proportionate share of fault of each party.
- (e) The parties intend that the indemnity and defense provisions in this Section 6.01 shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted in any manner to violate public policy.
- (f) Nothing in this Agreement shall prevent Operator from making a claim against its officers, directors, agents, partners, employees, subcontractors, or independent contractors pursuant to the terms and conditions of the agreements between Operator and its officers, directors, agents, partners, employees, subcontractors or independent contractors.
- (g) The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation or benefits payable by or for the Operator, or Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- (h) If the above indemnity provisions in this Agreement are deemed void in whole or in part under Utah law, then the following indemnification obligations shall apply (subject to the limitations set forth in subsections (d) and (e) above) except to the extent such provisions are deemed void: Operator shall indemnify and hold harmless the City, its officers and employees, from third-party liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the acts or inaction, negligence, recklessness, or intentional wrongful misconduct of the Operator and persons employed or utilized by the Operator in the performance of the Agreement.
- (i) Environmental Indemnity. Operator's Acts and Omissions, for purposes of this Agreement, shall include, without limitation, any violation of federal, State or local environmental laws or requirements by Operator or Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, and Operator's indemnification obligation shall include (but not be limited to) all cleanup and remedial costs, diminution in the value of City's property, and reasonable legal fees and costs incurred by City in connection with any such violation or the enforcement of this provision.
- (j) The provisions of this Section 6.01 shall survive the termination of this Agreement and the completion of the work and shall apply to all Claims regardless of whether they arise before or after completion of the work under the Agreement.

6.02 Insurance.

Operator, at its own cost and expense, shall secure and maintain the required policies of insurance required by Utah law throughout the term of this Agreement and provide proof of such insurance upon request from City. Operator shall name City as an additional insured via blanket endorsement with Operator's insurance primary and not contributing with coverage City may carry with respect to all obligations assumed by Operator under this agreement.

SECTION 7: ENVIRONMENTAL REQUIREMENTS

Operator and Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors shall use Airport property in compliance with all applicable federal, state or local statutes, ordinances, regulations, orders, policies, and administrative rules, including, without limitation, those issued by City (including any environmental handbook and/or policies adopted by City for use in connection with the Airport), which are now existing or hereafter enacted or issued, or the requirements of common law, which in any way pertain to the environment and/or to Operator's use of the Airport ("Environmental Requirements"). Without limitation, such matters include Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors (1) use of any areas at the Airport; (2) transportation, handling, or discharge of any materials; or (3) storage, treatment, or disposal of any waste in connection with Operator's use of the Airport. Operator shall act with due care and in compliance with Airport practices in connection with materials and substances used by Operator at the Airport, even if not regulated by law or requirements as aforesaid, so as not to pose a hazard to the health or safety of the current or future occupants of any areas at the Airport or to the owners or occupants of property adjacent to or in the vicinity of the same or to the environment ("Restricted Activities"). In particular, without limiting the generality of the foregoing, Operator shall not discharge any hazardous wastes or other materials down the storm drains or sanitary sewers at the Airport or on any other property of City. Operator further agrees to execute and deliver to City any documents reasonably required by City in connection with any environmental matter, including disposal. Operator shall not cause contamination of any areas at the Airport arising from Restricted Activities or by "hazardous," "controlled," "regulated," or "waste," substances, or substances described by similar terms, within the meaning of Utah Code Title 19, the Utah Administrative Code on Environmental Quality, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Federal Resource Conservation and Recovery Act, the Federal Clean Air or Clean Water Act, or similar applicable law, regulation, policy, or standard, as amended from time to time, or as enacted or issued in the future by federal, state, or local governmental authorities, including, without limitation, City, concerning protection of the environment.

SECTION 8: TERMINATION

8.01 Default by Operator.

The occurrence of any of the following events shall constitute a default by Operator under this Agreement if not cured within ten (10) days written notice from City except as otherwise provided below: (a) Operator fails to timely pay any installment of the Operator Fee when due or any other amount due under this Agreement; (b) Operator fails to provide reports to City as required under this Agreement; (c) failure of Operator or any of its partners, subcontractors, agents, employees, and any TNC Driver operating in connection with this Agreement, to comply with applicable laws, rules and regulations; (d) Operator assigns, transfers, or encumbers this Agreement; (e) Operator files a petition in bankruptcy, becomes insolvent, has a petition filed against Operator in bankruptcy, or insolvency or for reorganization or appointment of a receiver or trustee, which is not dismissed within sixty (60) days; (f) Operator 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 (g) Operator violates or fails to perform any other obligation to be performed by Operator under this Agreement.

8.02 Voluntary Termination

Operator may voluntarily terminate this agreement in writing thirty (30) days in advance after which the airport may refuse entrances to TNC Drivers or charge a different fee than provided herein or take any other lawful steps to regulate TNC Drivers. Either party may voluntarily terminate this agreement after the expiration of the term. Until a party terminates this agreement, it will continue in force with the exception of the fee terms. The airport may adjust the fees unilaterally once per year thereafter or until a new agreement is entered into by the parties

8.03 Remedies.

Upon any default by Operator under this Agreement, City may at any time, without waiving or limiting any other right or remedy available to City under applicable law or as provided in this Agreement, terminate Operator's rights or the rights of any of Operator's agents, partners, employees, subcontractors, or independent contractors to access the Airport ground transportation market under this Agreement, effective immediately upon delivery of a written notice of termination to Operator's address as set forth in this Agreement. At such time, all sums payable to City under this Agreement shall be immediately due, and Operator shall pay all such sums within five (5) business days.

SECTION 9: DISPUTE RESOLUTION

9.01 Process Required.

Before Operator may commence a legal action against City, Operator must first comply with the provisions of this Section, which compliance shall be a condition precedent to commencing a legal action under this Agreement.

9.02 Dispute Resolution Process.

Any dispute or claim that Operator may have which is not disposed of by a written amendment or agreement between the parties shall be decided pursuant to the procedure set forth below. Each notice of claim, dispute, request, submission, appeal, notification, or decision under this Section shall be made by delivery of notice of such action as set forth in Section 10.07 of this Agreement, in compliance with the requirements set forth below.

9.03 Operator's Disputes and Claims.

- (a) Operator shall submit written notice of any dispute or claim arising under this Agreement to the airport manager.
- (b) Within thirty (30) days after giving the written notice described above, the parties shall meet and mediate in good faith. The parties will submit to the mediator and to each other, the following:
 - (1) A detailed statement of all the relevant facts and law applicable to such dispute or claim, with citations and references to all relevant evidence, contract provisions and authorities;
 - (2) Copies of all relevant evidence, contract provisions and authorities;
 - (3) The identification, title, address and phone numbers of each person who may have relevant knowledge concerning the dispute or claim, together with a summary of the relevant knowledge believed to be held by each such person;
 - (4) A concise statement of the relief sought by Operator; and,
 - (5) A summary of all amounts, if any, Operator is seeking as monetary relief or damages as part of the claim or dispute, together with all detailed cost records, receipts, invoices and documents that support the claimed amount.
- (c) If mediation is not successful, Operator may bring its disputes or claims in State Court after complying with any other prerequisites in city or stat law.

9.04 Third Party Disputes and Claims.

Notwithstanding the foregoing, if the City Manager or the Airport Manager in good faith anticipates or becomes aware of a potential claim or dispute that might be made by third parties against the City by reason of Operator's alleged acts or omissions, then the City Manager or Airport Manager may, in his or her sole discretion, stay the process set forth above with respect to Operator's disputes or claims pertaining to the same subject matter until City is reasonably able to determine the outcome of the potential claim or dispute. In such case, Operator may bring its disputes or claims in State court after complying with any other prerequisites in city or state law.

SECTION 10: MISCELLANEOUS PROVISIONS

10.01 FAA Nondiscrimination Clause.

- (a) Operator, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities; (b) that in the furnishing of services thereon, no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (c) that Operator will use Airport premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (b) In the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate this Agreement as if said Agreement had never been made or issued.
- (c) Operator does hereby agree to include the above clauses in all subleases and cause sublessees to similarly included clauses in further subleases.
- (d) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958, as amended.

10.02 Subordination to FAA Requirements.

This Agreement and all provisions hereof are subject and subordinate to the terms and conditions of any existing or future agreement entered into between City and the United States of America for the improvement or operation and maintenance of Airport, the execution of which has been or may be required as a condition precedent to the

transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the improvements or development of Airport; this Agreement will be subject to any ordinances, rules or regulations which have been, or may hereafter be adopted pertaining to Airport.

10.03 Right to Amend.

In the event that the Federal Aviation Administration or Transportation Security Administration or their successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, or otherwise, Operator agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required.

10.04 Comply with All Laws.

In providing its services hereunder, Operator agrees to comply at its own expense with all applicable laws of the United States of America, the state of Utah, the City and other local authorities, and lawful rules and regulations promulgated by their authority, including the Federal Aviation Administration and Transportation Security Administration with reference to Airport security; and all applicable lawful rules, regulations and ordinances of the City now in force or thereafter prescribed and promulgated by authority of law, specifically including all fire codes and security regulations, and all Airport Rules and Regulations as they may be issued from time to time.

10.05 Damage to Property.

Operator shall be responsible for any and all damage to property belonging to City and/or City's tenants to the extent caused by an act or omission of Operator or any of their partners, agents, employees, subcontractors, independent contractors, including without limitation any TNC Drivers or TNC Vehicles operating in conjunction with Operator's Software Application. Operator shall be responsible for repairing any damaged property to the Department's satisfaction and shall pay the costs thereof. Operator shall promptly notify Department of any such property damage, or other potential claims or losses relating to such property.

10.06 Ethical Standards.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

The Operator represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to

breach Utah Code Title 10 Chapter 3 Part 13.

10.07 Notice Addresses.

Notice will be sufficient if sent to the following Notice Addresses by hand delivery directly to the named individual, by express U.S. mail postage prepaid, by overnight delivery service, or by email transmission.

- (a) To City:
Rich Stehmeier, Airport Manager
St George Regional Airport
4508 S Airport Pkwy, #1
St George, UT 84790
Email: rich.stehmeier@sgcity.org

With a copy to:
City Attorney
175 E 200 N
St George, UT 84770
Email: collin.simonsen@sgcity.org

- (b) To Operator:

Raiser, LLC
Katie Civgin

Email kcivgin@uber.com
- (c) Any notice delivered by hand or facsimile delivery shall be conclusively deemed received by the addressee upon actual delivery; any notice delivered by overnight or express mail as set forth in this Agreement shall be conclusively deemed received by the addressee on the following business day after deposit.
- (d) The parties may designate in writing other Notice Addresses for notice from time to time.

10.08 Government Records Access and Management Act.

City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by the Operator pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Operator. Any materials for which the Operator claims a privilege from disclosure shall be submitted marked as "Confidential". The documents which Operator will market as confidential are

proprietary and trade secret information. City will promptly notify the Operator of any requests made for disclosure of documents submitted under a claim of confidentiality. The Operator may, at the Operator's sole expense, take any appropriate actions to prevent disclosure of such material. Provided the Operator is provided sufficient notice to allow it to take appropriate action to prevent the disclosure of confidential materials, the Operator specifically waives any claims against City related to disclosure of any materials required by GRAMA.

10.09 No Third-Party Beneficiaries.

Operator and City assume no duty or responsibility under this Agreement that may be construed as being for the benefit of and/or thereby enforceable by any other person or entity including without limitation any TNC Driver operating in connection with Operator's Software Application. Operator's and City's obligations are solely to each other. This Agreement shall confer no third party rights whatsoever.

10.10 Covenants, Conditions, and Restrictions.

This Agreement is subject and subordinate to the effect of any bond requirement, covenants, conditions, restriction, easement, mortgages, deeds of trust, ground leases, rights of way, and any matters of record now or hereafter imposed upon the Airport premises, and to any applicable land use or zoning laws or regulations. Operator shall, upon request of the City, execute and deliver agreements of subordination in the form requested by the City.

10.11 Joint and Several Obligations.

If Operator consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several.

10.12 Limitation on City Liability.

The City shall have no liability to Operator for loss or damage suffered by Operator or Operator's officers, directors, agents, partners, employees, subcontractors, or independent contractors on account of theft or any act of a third party, including Airport tenants.

10.13 No Limit on City's Powers.

Nothing in this Agreement shall limit, in any way, the power and right of the City to exercise its governmental rights and powers in any way, including such as may affect the Airport, the Airport premises, or any other area under the jurisdiction of the City, and including the City's powers of eminent domain.

10.14 Complete Agreement.

This Agreement sets out the entire agreement between the parties. Except as expressly permitted in this Agreement, no agreement to modify the terms of this Agreement will be effective unless in writing and executed by both parties to this Agreement.

10.15 Governing Law and Venue.

This Agreement shall be governed by the laws of the state of Utah, and venue shall be in Washington County, Utah.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the date first written above.

CITY OF ST GEORGE

MICHELE RANDALL, MAYOR

ATTEST:

CHRISTINA FERNANDEZ, CITY RECORDER

RAISER, LLC

DocuSigned by:
Andy Jennings
0C2DE3942A8F4DC...

By Katie Civgin

Its _____

APPROVED AS TO FORM

JAMIE BRACKIN, DEPUTY CITY ATTORNEY

EXHIBIT A**TNC Operator's Fees – April 1, 2022 through March 31, 2023**

Ground Transportation – TNC Operator's Fees		
1 to 9 standard vehicle passenger seating capacity	\$ 1.50	Per vehicle per trip

Apr 1, 2023 – Mar 31, 2024	1 to 9 standard vehicle passenger seating capacity	\$1.55	Per Vehicle per Trip
Apr 1, 2024 – Mar 31, 2025	1 to 9 standard vehicle passenger seating capacity	\$1.60	Per Vehicle per Trip
Apr 1, 2025 – Mar 31, 2026	1 to 9 standard vehicle passenger seating capacity	\$1.65	Per Vehicle per Trip
Apr 1, 2026 – Mar 31, 2027	1 to 9 standard vehicle passenger seating capacity	\$1.70	Per Vehicle per Trip
Apr 1, 2027 – Mar 31, 2028	1 to 9 standard vehicle passenger seating capacity	\$1.75	Per Vehicle per Trip
Apr 1, 2028 – Mar 31, 2029	1 to 9 standard vehicle passenger seating capacity	\$1.80	Per Vehicle per Trip

EXHIBIT B

Performance and Operational Standards for Transportation Network Operators and TNC Drivers Accessing the Airport

A. Personnel

1. TNC Drivers interacting with Airport customers shall conduct themselves in a businesslike manner and not engage in public disputes or conflicts which would detract from the quality of customer's experience.
2. TNC Drivers will not engage in the use of improper language or act in a loud or improper manner when operating on Airport property and/or interacting with Airport customers.
3. City may bar the Operator from allowing a particular TNC Driver to provide transportation network services pursuant to this Agreement if such TNC Driver is found to have materially violated the requirements of this Agreement or any laws, rules, and regulations applicable to this Agreement.

B. General Operations

1. The exterior of the TNC Driver vehicles shall not contain any other advertising or solicitation.
2. TNC Drivers shall pick-up and drop-off customers using only the areas designated by City.
3. TNC Drivers shall be prompt in picking up and dropping off passengers and shall not engage in excessive waiting on Airport property.
4. TNC Drivers shall not park in any area not designated by the City and shall not stage anywhere on Airport property.

**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JUNE 23, 2022, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Gregg McArthur – arrived at approximately 6:20 p.m.
Councilmember Dannielle Larkin
Councilmember Natalie Larsen – Via Zoom
Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:

City Manager Adam Lenhard
City Attorney Tani Pack Downing
Deputy City Recorder Annette Hansen
Assistant City Manager Marc Mortensen
Assistant City Manager Deanna Brklacich
Water Services Director Scott Taylor
Budget and Financial Planning Manager Robert Myers
Administrative Services Director Trevor Coombs

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Uriah Hernalsteen with the Solomons Porch Four Square and The Pledge of Allegiance to the Flag was led by Councilmember Tanner.

Link to call to order, invocation, and flag salute: [00:00:00](#) [Recording 1]

DISCUSSION REGARDING SPONSORSHIP OF THE DOWNTOWN FARMERS MARKET:

Link to presentation from Kat Puzey with the Downtown Farmers Market, including discussion between the Mayor, City Council, and staff: [00:01:07](#) [Recording 1]

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REVIEW AND DISCUSS THE PLANNING COMMISSION RECOMMENDATION FOR THE WATER CONSERVATION ORDINANCE:

Link to presentation from Water Services Director Scott Taylor, including discussion between the Mayor, City Council and staff: [00:37:56](#) [Recording 1]

[Agenda Packet \[Page 23\]](#)

Mayor Randall called for short recess.

DISCUSSION REGARDING THE FISCAL YEAR 2022-2023 BUDGET:

Link to presentations from Budget and Financial Planning Manager Robert Myers and Assistant City Manager Deanna Brklacich, including discussion between the Mayor, City Council, and staff: [00:00:00](#) [Recording 2]

[Agenda Packet \[Page 118\]](#)

5 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

6 Link to report from Mayor Randall: [01:27:39](#) [Recording 2]
7

8 **REQUEST A CLOSED SESSION:**

9 **Request a closed session to discuss litigation, property acquisition or sale**
10 **or the character and professional competence or physical or mental**
11 **health of an individual.**
12

13 A closed session was not needed.
14

15 **ADJOURN:**

16 Link to motion: [01:29:26](#) [Recording 2]
17

18 **MOTION:**

19 A motion was made by Councilmember Hughes to adjourn.

20 **SECOND:**

21 The motion was seconded by Councilmember McArthur.

22 **VOTE:**

23 Mayor Randall called for a vote, as follows:
24

25 Councilmember Hughes – aye
26 Councilmember McArthur – aye
27 Councilmember Larkin – aye
28 Councilmember Larsen – aye
29 Councilmember Tanner – aye
30

31 The vote was unanimous and the motion carried.
32
33
34
35

**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JUNE 30, 2022, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner**

STAFF MEMBERS PRESENT:

**City Manager Adam Lenhard
City Attorney Tani Pack Downing
Deputy City Recorder Annette Hansen
Assistant City Manager Marc Mortensen
Assistant City Manager Deanna Brklacich
Public Works Director Cameron Cutler
Budget and Financial Planning Manager Robert Myers
Administrative Services Director Trevor Coombs**

OTHERS PRESENT:

Ryan Anderson with UDOT

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Luke Meredith with the Short Creek Dream Center in Hildale and The Pledge of Allegiance to the Flag was led by Administrative Services Director Trevor Coombs.

Link to call to order, invocation, and flag salute: [00:00:00](#)

DISCUSSION REGARDING THE I-15 ENVIRONMENTAL ASSESSMENT WITH PRESENTATION BY UDOT:

Link to Public Works Director Cameron Cutler introducing Ryan Anderson with UDOT; including Mr. Anderson's presentation and discussion with the Mayor, City Council, and staff: [00:02:34](#)

[Agenda Packet \[Page 2\]](#)

DISCUSSION REGARDING THE FISCAL YEAR 2022-2023 BUDGET:

Link to presentations from Budget and Financial Planning Manager Robert Myers and Assistant City Manager Deanna Brklacich, including discussion between the Mayor, City Council, and staff: [00:31:45](#)

[Agenda Packet \[Page 14\]](#)

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to report from Councilmember Larkin: [02:36:01](#)

5 **REQUEST A CLOSED SESSION:**

6 **Request a closed session to discuss litigation, property acquisition or sale**
7 **or the character and professional competence or physical or mental**
8 **health of an individual.**
9

10 A closed session was not needed.
11

12 **ADJOURN:**

13 Link to motion: [02:38:06](#)
14

15 **MOTION:**

16 A motion was made by Councilmember Larkin to adjourn.

17 **SECOND:**

18 The motion was seconded by Councilmember McArthur

19 **VOTE:**

20 Mayor Randall called for a vote, as follows:
21

22 Councilmember Hughes – aye

23 Councilmember McArthur – aye

24 Councilmember Larkin – aye

25 Councilmember Larsen – aye

26 Councilmember Tanner – aye
27

28 The vote was unanimous and the motion carried.
29
30
31
32

33
34

Annette Hansen, Deputy City Recorder

**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JULY 21, 2022, 3:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM**

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Gregg McArthur – arrived at approximately 3:15 p.m.
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:

City Manager Adam Lenhard
City Attorney Tani Pack Downing
Deputy City Attorney Jami Brackin
City Recorder Christina Fernandez
Water Services Director Scott Taylor
Planner Dan Boles
Leisure Services Director Shane Moore
Administrative Services Director Trevor Coombs

DISCUSSION REGARDING THE PROPOSED WATER CONSERVATION ORDINANCE:

Link to discussion between Water Services Director Scott Taylor, Deputy City Attorney Jami Brackin, Mayor Randall, City Council, City Manager Adam Lenhard, and staff: [00:00:00](#)

[Agenda Packet \[Page 9\]](#)

ADJOURN TO A CLOSED SESSION:

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.

Link to motion: [00:17:25](#)

MOTION:

A motion was made by Councilmember Tanner to adjourn to a closed session to discuss character and professional competence or physical or mental health of an individual.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

1 City Council Work Meeting Minutes
2 July 21, 2022
3 Page Two

4
5 The work meeting adjourned following the closed session.
6
7
8
9

10
11

Christina Fernandez, City Recorder

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JULY 21, 2022, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner**

STAFF MEMBERS PRESENT:

**City Manager Adam Lenhard
Assistant City Manager Marc Mortensen
City Attorney Tani Pack Downing
Deputy City Attorney Jami Brackin
City Recorder Christina Fernandez
Public Works Director Cameron Cutler
Assistant Public Works Director Wes Jenkins
Police Captain Jordan Minnick
City Engineer Jay Sandberg
Planner Dan Boles
Planner Carol Davidson
Planner Mike Hadley**

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Tim Martin with the St. George Interfaith Council and The Pledge of Allegiance to the Flag was led by Councilmember Larkin.

Link to call to order, invocation, and flag salute: [00:00:00](#) [Recording 1]

Link to update from Kyle Case with the Huntsman World Senior Games: [00:02:20](#) [Recording 1]

Link to City Manager Adam Lenhard outlining changes to the agenda, including removing item 12 at the request of the applicant, noting that item 17 (on the addendum) should be heard with item 13, and comments regarding item 2: [00:12:17](#) [Recording 1]

CONSENT CALENDAR:

a. Consider approval of the Commission on Criminal and Juvenile Justice (CCJJ) Fiscal Year 2023 grant award.

BACKGROUND and RECOMMENDATION: The CCJJ FY2023 Grant Award funding of \$100,000.00 to be approved for use by the Police Department. This is an annual award to fund the Washington County Drug Task Force. Staff recommends approval.

b. Consider approval of the High Intensity Drug Trafficking Areas (HIDTA) Office of National Drug Control Policy (ONDCP) 2022 grant award.

4
5 BACKGROUND and RECOMMENDATION: The HIDTA ONDCP 2022 Grant Award
6 funding of \$176,462.00. to be approved for use by the Police Department. This is
7 an annual award to fund the Washington County Drug Task Force. Staff
8 recommends approval.

9
10 **c. Consider approval of the second amendment to the Engineering**
11 **Agreement with Jviation dated September 23, 2021, for the**
12 **reconstruction of taxi lane 56.**

13
14 BACKGROUND and RECOMMENDATION: Taxi lane 56 was damaged when an
15 adjacent hangar owner did not finish his hangar construction. As a result, water
16 was allowed to enter the ground and mix with the blue clay causing heaving to
17 the asphalt. This needs to be removed and replaced. Staff recommends
18 approving the second amendment to the Engineering Agreement with Jviation.

19
20 **d. Consider approval to award bid to Sunroc Corporation to reconstruct the**
21 **taxi lane 56 at the St. George Regional Airport.**

22
23 BACKGROUND and RECOMMENDATION: One bid was received and opened on
24 July 12, 2022, for the above referenced project. The project Public Notice was
25 posted on the City website and at five locations in St. George City as required by
26 City Purchasing. There were four prime contractors at the mandatory pre-bid
27 meeting. Staff recommends awarding the bid to Sunroc Corporation in the
28 amount of \$262,685.

29
30 **e. Consider approval to award bid to Peak Asphalt for the chip seal oil**
31 **supply.**

32
33 BACKGROUND and RECOMMENDATION: This award is for 900 tons of chip seal oil
34 for the yearly chip seal project. This was a formal bid and one (1) bid was
35 received. The price per ton increased 70% from last year. The price increase is
36 fairly consistent with the UDOT asphalt binder index which in June of 2021 (date
37 of previous bid) was \$479/ton and July 2022 was \$747/ton (56% increase).
38 Staff recommends awarding the bid to Peak Asphalt in the amount of \$690,300.

39
40 **f. Consider approval to award bid to Interstate Rock Products for Chip Seal**
41 **Aggregate.**

42
43 BACKGROUND and RECOMMENDATION: This was a formal bid and one (1) bid
44 was received. The cost increased 21% over last year's bid. Staff recommends
45 awarding the bid to Interstate Rock Products in the amount of \$239,850.

46
47 **g. Consider approval to continue the sponsorship of the Dixie Round Up**
48 **Rodeo event organized by St. George Lions Club on September 15-17,**
49 **2022.**

50
51 BACKGROUND and RECOMMENDATION: This annual event held at the Dixie Sun
52 Bowl includes evening rodeos Thursday-Saturday from 7:00 p.m. to 11:00 p.m.,
53 and a parade on Saturday at 9:00 a.m. The sponsorship request includes fee
54 waivers of the following: 1) Special Event Permit (\$150/day); 2) Sub-License

Fees (\$5 per vendor/day); 3) Annual Alcohol Permit (\$500); 4) Local Consent (\$50); 5) Encroachment Permits (\$250); 6) Security Fees (\$100 per hour/per officer, approximately \$4,290); and 7) Water Hydrant Meter Application Fee and Deposit (\$2,035). Staff recommends approval with the conditions that a Special Event Permit Application, Encroachment Permit Application, Parade Permit Application, and DABC Single Event Permits are approved prior to the event date.

h. Consider approval of the minutes from the meetings held on June 16, 2022; July 14, 2022 (work meeting); and July 14, 2022 (regular meeting).

Link to presentation from City Manager Adam Lenhard, including clarifications regarding insurance requirements for item g, budgeting for items c and d, and discussion between the Council and staff regarding items c and f: [00:13:24](#)
[Recording 1]

[Agenda Packet \[Page 16\]](#)

Link to comments from Councilmember Larkin and motion: [00:16:42](#) [Recording 1]

MOTION:

A motion was made by Councilmember Larkin to approve the consent calendar as presented.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/SUBDIVISION AMENDMENT:

Public hearing and consideration of a subdivision amendment for Twin Lakes Resort Phase 1 Amended and Extended by adding Lots 432 thru 439, common area, and realigning Twin Lakes Drive to match existing roadway improvements.

BACKGROUND and RECOMMENDATION: Twin Lakes Resort Phase 1 was approved by City Council on January 7, 1993 and recorded on September 17, 1993 as document number 444045. A public hearing is required to amend a recorded subdivision plat unless written consent is provided by all property owners within a subdivision.

Link to presentation from Assistant Public Works Director Wes Jenkins, including discussion between the Mayor, City Council, and staff: [00:17:35](#) [Recording 1]

4
5 [Agenda Packet \[Page 89\]](#)

6
7 Link to public hearing, including comments from residents Randall Brees, Aaron
8 Webb, Mayor Randall, the City Council, City Manager Adam Lenhard, and staff:
9 [00:18:21](#) [Recording 1]

10
11 Link to motion: [00:27:45](#) [Recording 1]

12
13 **MOTION:**

14 A motion was made by Councilmember Larsen to approve the subdivision
15 amendment for Twin Lakes Resort Phase 1 Amended and Extended by adding
16 Lots 432 thru 439, common area, and realigning Twin Lakes Drive to match
17 existing roadway improvements to an unspecified date.

18 **SECOND:**

19 The motion was seconded by Councilmember McArthur.

20 **VOTE:**

21 Mayor Randall called for a vote, as follows:

22
23 Councilmember Hughes – aye
24 Councilmember McArthur – aye
25 Councilmember Larkin – aye
26 Councilmember Larsen – aye
27 Councilmember Tanner – aye

28
29 The vote was unanimous and the motion carried.

30
31 **POWER PURCHASE AGREEMENT/RESOLUTION:**

32 **Consider approval of a resolution to enter into a Steel 1B Solar Project**
33 **Power Purchase Agreement.**

34
35 BACKGROUND and RECOMMENDATION: This is a solar project in northern Utah for
36 the purchase of 24.426 Megawatts (MW) of energy for 25 years starting no later
37 than June 30, 2024. Staff recommends approval.

38
39 Link to presentation from Energy Services Director Laurie Mangum, including
40 discussion between the City Council and staff: [00:28:06](#) [Recording 1]

41
42 [Agenda Packet \[Page 97\]](#)

43
44 Link to motion: [00:30:00](#) [Recording 1]

45
46 **MOTION:**

47 A motion was made by Councilmember McArthur to approve the resolution to
48 enter into a Steel 1B Solar Project Power Purchase Agreement.

49 **SECOND:**

50 The motion was seconded by Councilmember Larkin.

51 **VOTE:**

52 Mayor Randall called for a roll call vote, as follows:
53
54

4
5 Councilmember Hughes – aye
6 Councilmember McArthur – aye
7 Councilmember Larkin – aye
8 Councilmember Larsen – aye
9 Councilmember Tanner – aye

10
11 The vote was unanimous and the motion carried.

12
13 **REPURPOSE UNCLAIMED PROPERTY/RESOLUTION:**

14 **Consider approval of a resolution repurposing unclaimed property items to**
15 **the St. George Police Department.**

16
17 BACKGROUND and RECOMMENDATION: During a fraud investigation, the police
18 department took possession of four (4) iPhone 11 cellphones. The case statute of
19 limitations has expired, and neither the cellphone company nor the listed victim
20 wants the phones back. The police department investigations unit has requested the
21 phones be repurposed back to the police department to assist with Internet Crimes
22 Against Children (ICAC) investigations. The phones would be issued to detectives
23 while working on specific ICAC crimes. Staff recommends approval.

24
25 Link to presentation from Police Captain Jordan Minnick: [00:30:37](#) [Recording 1]

26
27 [Agenda Packet \[Page 106\]](#)

28
29 Link to motion: [00:31:59](#) [Recording 1]

30
31 **MOTION:**

32 A motion was made by Councilmember Hughes to approve the resolution
33 repurposing unclaimed property items to the St. George Police Department.

34 **SECOND:**

35 The motion was seconded by Councilmember Larsen.

36 **VOTE:**

37 Mayor Randall called for a roll call vote, as follows:

38
39 Councilmember Hughes – aye
40 Councilmember McArthur – aye
41 Councilmember Larkin – aye
42 Councilmember Larsen – aye
43 Councilmember Tanner – aye

44
45 The vote was unanimous and the motion carried.

46
47 **FIVE COUNTY MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN**
48 **2022-2027/RESOLUTION:**

49 **Consider approval of a resolution adopting the Five County Multi-**
50 **Jurisdictional Natural Hazard Mitigation Plan 2022-2027.**

51
52 BACKGROUND and RECOMMENDATION: This is a resolution to adopt the Five County
53 Multi-Jurisdictional Natural Hazard Mitigation Plan for 2022-2027. The purpose of
54 the Mitigation Plan is to provide a planning tool to better identify natural hazards and

4
5 to protect citizens' homes and businesses from these hazards. Adopting the Plan
6 provides the opportunity to apply for, and receive, federal mitigation grant funding
7 for natural hazard mitigation projects. Additional information about the Plan may be
8 found at <https://hazardmitigationplan.org>. Staff recommends approval.

9
10 Link to presentation from City Engineer Jay Sandberg, including discussion between
11 the Mayor, City Council, and staff: [00:32:23](#) [Recording 1]

12
13 [Agenda Packet \[Page 108\]](#)

14
15 Link to motion: [00:36:22](#) [Recording 1]

16
17 **MOTION:**

18 A motion was made by Councilmember Larsen to approve the resolution
19 adopting the Five County Multi-Jurisdictional Natural Hazard Mitigation Plan
20 2022-2027.

21 **SECOND:**

22 The motion was seconded by Councilmember Larkin.

23 **VOTE:**

24 Mayor Randall called for a roll call vote, as follows:

25
26 Councilmember Hughes – aye
27 Councilmember McArthur – aye
28 Councilmember Larkin – aye
29 Councilmember Larsen – aye
30 Councilmember Tanner – aye

31
32 The vote was unanimous and the motion carried.

33
34 **ZONE CHANGE/APPROVE DESIGN AND LAYOUT/ORDINANCE:**

35 **Consider approval of an ordinance amending the Park at Temple View**
36 **Planned Development Residential (PD-R) zone to change the zoning from**
37 **Planned Development Residential (PD-R) to Planned Development**
38 **Commercial (PD-C) on approximately 1.00 acres, and to change the zone**
39 **from Agricultural (A-1) to PD-R on approximately 7.98 acres for the purpose**
40 **of altering the boundaries and to approve the new design and layout of this**
41 **residential planned development totaling approximately 46.79 acres to be**
42 **known as Viviano at Washington Fields. Case No. 2022-ZCA-029**

43
44 BACKGROUND and RECOMMENDATION: On October 21, 2021, The Park at Temple
45 View Planned Development Residential (PD-R) project was presented to the City
46 Council. The project was a 268-unit subdivision with single-family, duplex, and
47 townhome units. All units were to remain under single ownership and be available for
48 rent. The City Council approved this project conditioned on the traffic study review
49 and the City Manager's review and approval for the need and/or location of a traffic
50 signal and the coordination thereof with the commercial development as well. It was
51 decided that the best location for the traffic signal would be in the commercial
52 development just to the west of this development. In order to line up the future
53 signalized intersection, the applicants needed to give up some of their land over to
54 the commercial development. This request will be to change 1.00 acres from the

4
5 Planned Development Residential (PD-R) zone to the Planned Development
6 Commercial (PD-C) zone. In addition, this request will also change the zone on
7 approximately 7.98 acres to the south from Agricultural (A-1) to PD-R for the
8 purpose of increasing the boundaries to the south. This project will change its name
9 from The Park at Temple View to Viviano at Washington Fields. At their meeting held
10 on June 28, 2022, the Planning Commission held a public hearing and recommended
11 approval.

12
13 Link to presentation from Planner Carol Davidson, including discussion between the
14 Mayor, City Council, staff, and applicant David Hicks: [00:36:48](#) [Recording 1]

15
16 [Agenda Packet \[Page 110\]](#)

17
18 Link to motion, including discussion on the motion and clarification from applicant
19 David Hicks regarding the name: [00:51:23](#) [Recording 1]

20
21 **MOTION:**

22 A motion was made by Councilmember Larsen to approve the ordinance
23 amending the Park at Temple View Planned Development Residential (PD-R)
24 zone to change the zoning from Planned Development Residential (PD-R) to
25 Planned Development Commercial (PD-C) on approximately 1.00 acres, and
26 to change the zone from Agricultural (A-1) to PD-R on approximately 7.98
27 acres for the purpose of altering the boundaries and to approve the new
28 design and layout of this residential planned development totaling
29 approximately 46.79 acres to be known as Viviano at Red Cliffs, including the
30 conditions of the Planning Commission, and including the water ordinance.

31 **SECOND:**

32 The motion was seconded by Councilmember Larkin.

33 **VOTE:**

34 Mayor Randall called for a roll call vote, as follows:

35
36 Councilmember Hughes – aye
37 Councilmember McArthur – aye
38 Councilmember Larkin – aye
39 Councilmember Larsen – aye
40 Councilmember Tanner – aye

41
42 The vote was unanimous and the motion carried.

43
44 **AMEND PLANNED DEVELOPMENT/ORDINANCE:**

45 **Consider approval of an ordinance amending the Fields at Mall Drive**
46 **Planned Development Commercial zone to allow the construction of a retail**
47 **building to be known as H&H Washington, LLC on approximately 0.96 acres**
48 **located at approximately 2800 East Mall Drive. Case No. 2022-ZCA-028**

49
50 BACKGROUND and RECOMMENDATION: The zoning for Lin's Market was approved in
51 2015. Along with the grocery store, several pads were approved as well. This is one
52 of the pads that was left undeveloped for future development. At their meeting held
53 on June 28, 2022, the Planning Commission held a public hearing and recommended
54 approval with conditions.

4
5 Link to presentation from Planner Dan Boles, including discussion between the
6 Mayor, City Council, and staff: [00:53:17](#) [Recording 1]

7
8 [Agenda Packet \[Page 288\]](#)

9
10 Link to motion: [00:58:50](#) [Recording 1]

11
12 **MOTION:**

13 A motion was made by Councilmember McArthur to approve the ordinance
14 amending the Fields at Mall Drive Planned Development Commercial zone to
15 allow the construction of a retail building to be known as H&H Washington,
16 LLC on approximately 0.96 acres located at approximately 2800 East Mall
17 Drive with the recommendations of the Planning Commission.

18 **SECOND:**

19 The motion was seconded by Councilmember Larsen.

20 **VOTE:**

21 Mayor Randall called for a roll call vote, as follows:

22
23 Councilmember Hughes – aye
24 Councilmember McArthur – aye
25 Councilmember Larkin – aye
26 Councilmember Larsen – aye
27 Councilmember Tanner – aye

28
29 The vote was unanimous and the motion carried.

30
31 **ZONE CHANGE/ORDINANCE:**

32 **Consider approval of an ordinance changing the zone from Central Business**
33 **District (C-4) to Planned Development Mixed Use (PD-MU) on approximately**
34 **1.3 acres to allow for a new mixed-use building for a project to be known as**
35 **300 West Mixed Use. Case No. 2022-ZC-027**

36
37 BACKGROUND and RECOMMENDATION: The southwest corner of St. George
38 Boulevard and 300 West currently has a used car lot, the Sun City Glass building,
39 and an older mechanic shop that is being used as a part-time hobby shop. Behind
40 the mechanic shop there is an unfinished dirt area that houses a few vehicles. The
41 applicant is proposing to remove the car lot and mechanic shop buildings that wrap
42 around the Sun City Glass building for the purpose of adding in a new mixed-use
43 building that will house commercial on the main floor. At their meeting held on June
44 28, 2022, the Planning Commission held a public hearing and recommended
45 approval.

46
47 Link to presentation from Planner Carol Davidson, including discussion between the
48 Mayor, City Council, staff, and applicant Wes Davis: [00:59:43](#) [Recording 1]

49
50 [Agenda Packet \[Page 305\]](#)

51
52 Link to motion, including discussion with the applicant Wes Davis: [01:24:27](#)
53 [Recording 1]

5 **MOTION:**

6 A motion was made by Councilmember Larkin to table the item to the August
7 4th meeting.

8 **SECOND:**

9 The motion was seconded by Councilmember Larsen.

10 **VOTE:**

11 Mayor Randall called for a vote, as follows:

12
13 Councilmember Hughes – aye
14 Councilmember McArthur – aye
15 Councilmember Larkin – aye
16 Councilmember Larsen – aye
17 Councilmember Tanner – aye
18

19 The vote was unanimous and the motion carried.

20
21 Mayor Randall called for a short recess.
22

23 **ZONE CHANGE/ORDINANCE:**

24 **Consider approval of an ordinance changing the zone from Planned**
25 **Development Residential (PD-R) to Planned Development Commercial (PD-**
26 **C) on approximately 2.90 acres and from PD-C to PD-R on approximately**
27 **0.54 acres located on Lagoon Parkway, northwest of the Desert Color**
28 **Lagoon and Phase 5. Case No. 2022-ZCA-026**
29

30 BACKGROUND and RECOMMENDATION: The Desert Color development was approved
31 in 2018. The general plan land use designation on this project is Town Center (TC)
32 and the current zoning is Planned Development Residential (PD-R). This application
33 is for a PD amendment which would approve phases 4B, 6 & 7 which are the newest
34 phases of the Desert Color Resort. At their meeting held on June 28, 2022, the
35 Planning Commission held a public hearing and recommended approval.
36

37 **AND**
38

39 **AMEND PLANNED DEVELOPMENT/ORDINANCE:**

40 **Consider approval of an ordinance for a Planned Development (PD)**
41 **amendment located on Lagoon Parkway, northwest of the Desert Color**
42 **Lagoon and Phase 5 that would allow the applicant to construct seventy**
43 **(70) single family homes and thirty-four (34) residential townhome units on**
44 **the site and to amend of the Desert Color zone plan to reflect the zone**
45 **changes in the overall Desert Color master plan. Case No. 2022-ZCA-026**
46

47 BACKGROUND and RECOMMENDATION: The Desert Color development was
48 approved in 2018. Phases 4B, 6 & 7 are the newest phases of the Desert Color
49 Resort. At the time of the original Desert Color approval in 2018, it was unknown
50 exactly where the northern boundary of these proposed phases would end up and a
51 zoning boundary line between the PD-C and PD-R was drawn. Now that it is known
52 where the development is proposed, it is necessary to adjust the zoning boundaries
53 between the commercial and residential areas which is what brought on this portion
54

4
5 of the application. At their meeting held on June 28, 2022, the Planning Commission
6 held a public hearing and recommended approval.

7
8 Link to presentations from Planner Dan Boles: [00:00:00](#) [Recording 2]

9
10 [Agenda Packet – Zone Change \[Page 341\]](#)

11
12 [Agenda Packet – Planned Development Amendment \[Page 362\]](#)

13
14 **AND**

15
16 **PRELIMINARY PLAT:**

17 **Consider approval of the preliminary plat for Desert Color Resort Phases 4B,**
18 **6, 7, a 105-lot residential subdivision located within the Desert Color**
19 **development north of Marilla Drive.**

20
21 BACKGROUND and RECOMMENDATION: The Desert Color development was
22 approved in 2018. The general plan land use designation on this project is Town
23 Center (TC) and the current zoning is Planned Development Residential (PD-R). This
24 application is for a Preliminary Plat which would subdivide phases 4B, 6 & 7, the
25 newest phases of the Desert Color Resort. At their meeting held on June 28, 2022,
26 the Planning Commission recommended approval of the proposed plat.

27
28
29 Link to presentation from Assistant Public Works Director Wes Jenkins: [00:06:20](#)
30 [Recording 2]

31
32 [Agenda Packet \[Page 383\]](#)

33
34 Link to motion: [00:06:57](#) [Recording 2]

35
36 **MOTION:**

37 A motion was made by Councilmember Hughes to approve the ordinance
38 changing the zone from Planned Development Residential (PD-R) to Planned
39 Development Commercial (PD-C) on approximately 2.90 acres and from PD-C
40 to PD-R on approximately 0.54 acres located on Lagoon Parkway, northwest
41 of the Desert Color Lagoon and Phase 5 with the conditions from the Planning
42 Commission as follows: 1) The proposed amendment meets the requirements
43 of the Desert Color zoning plan; and 2) There will be adequate parking to
44 facilitate the development.

45 **SECOND:**

46 The motion was seconded by Councilmember Larkin.

47 **VOTE:**

48 Mayor Randall called for a roll call vote, as follows:

49
50 Councilmember Hughes – aye
51 Councilmember McArthur – aye
52 Councilmember Larkin – aye
53 Councilmember Larsen – aye
54 Councilmember Tanner – aye

4
5 The vote was unanimous and the motion carried.

6
7 Link to motion: [00:08:12](#) [Recording 2]
8

9 **MOTION:**

10 A motion was made by Councilmember McArthur to approve the ordinance for
11 a Planned Development (PD) amendment located on Lagoon Parkway,
12 northwest of the Desert Color Lagoon and Phase 5 that would allow the
13 applicant to construct seventy (70) single family homes and thirty-four (34)
14 residential townhome units on the site and to amend of the Desert Color zone
15 plan to reflect the zone changes in the overall Desert Color master plan.

16 **SECOND:**

17 The motion was seconded by Councilmember Hughes.

18 **VOTE:**

19 Mayor Randall called for a roll call vote, as follows:

20
21 Councilmember Hughes – aye
22 Councilmember McArthur – aye
23 Councilmember Larkin – aye
24 Councilmember Larsen – aye
25 Councilmember Tanner – aye
26

27 The vote was unanimous and the motion carried.

28
29 Link to motion: [00:09:00](#) [Recording 2]
30

31 **MOTION:**

32 A motion was made by Councilmember Hughes to approve the preliminary
33 plat for Desert Color Resort Phases 4B, 6, 7, a 105-lot residential subdivision
34 located within the Desert Color development north of Marilla Drive.

35 **SECOND:**

36 The motion was seconded by Councilmember Larsen.

37 **VOTE:**

38 Mayor Randall called for a vote, as follows:

39
40 Councilmember Hughes – aye
41 Councilmember McArthur – aye
42 Councilmember Larkin – aye
43 Councilmember Larsen – aye
44 Councilmember Tanner – aye
45

46 The vote was unanimous and the motion carried.

47
48 **HILLSIDE DEVELOPMENT PERMIT:**

49 **Consider approval of a hillside development permit to allow disturbance of**
50 **areas in the 20-30%, 30-40% and 40% and above slope areas on**
51 **approximately 33.52 acres known as Divario PA-4, Lugano Landing,**
52 **generally located along the future extension of Divario Canyon Drive at the**
53 **boundary line between St. George City and Washington County.**
54

BACKGROUND and RECOMMENDATION: The Divario development went through the hillside process in 2005. The approval of the hillside development permit in 2005 required certain planning areas to come back through the hillside process in the future if areas shown on the approved hillside permit were proposed to be disturbed within these certain planning areas. There is an existing wash located within PA-4 that triggered a hillside development permit if the wash were to be disturbed in the future with development of PA-4. The developer is proposing to disturb the westerly portion of this existing wash. This item went to the hillside committee twice. The first time the hillside committee agreed that the portion proposed to be disturbed by the developer did not have much aesthetic value. However, the hillside committee requested that before a recommendation of approval could be given, the rear lot lines of the proposed lots along that portion of the wash to remain open be staked so that the hillside committee could review the location of these lots relative to the existing wash to determine if the lot lines would need to be adjusted to protect the wash. The developer staked the rear property line of these lots, and the hillside committee did a second visit to the site and some of the lot lines were adjusted to reduce the impacts on the existing wash to remain. At their meeting held on June 14, 2022, the Planning Commission recommended approval.

AND

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Lugano Landing at Divario (PA-4), a 124-lot residential subdivision located within the Divario development along the future extension of Divario Canyon Parkway south of Alienta Drive and north of the St. George City border.

BACKGROUND and RECOMMENDATION: The general plan land use designation on this project is LDR, low density residential, and the current zoning is R-1-8, single family residential 8,000 square foot lot sizes. The preliminary plat meets the current land use designation and meets the zoning requirements. Planning Commission recommends approval with the following conditions: 1) Developer will be required to provide a second access to the site; and 2) Developer will be required to bore off-site sewer unless an alternative option is approved by the city.

Link to presentation from Assistant Public Works Director Wes Jenkins, including discussion between the Mayor, City Council, and staff: [00:09:30](#)

[Agenda Packet – Hillside Development Permit \[Page 526\]](#)

[Agenda Packet – Preliminary Plat \[Page 784\]](#)

Link to motion: [00:19:19](#) [Recording 2]

MOTION:

A motion was made by Councilmember McArthur to approve the hillside development permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas on approximately 33.52 acres known as Divario PA-4, Lugano Landing, generally located along the future extension of

4
5 Divario Canyon Drive at the boundary line between St. George City and
6 Washington County.

7 **SECOND:**

8 The motion was seconded by Councilmember Tanner.

9 **VOTE:**

10 Mayor Randall called for a vote, as follows:

11
12 Councilmember Hughes – aye
13 Councilmember McArthur – aye
14 Councilmember Larkin – aye
15 Councilmember Larsen – aye
16 Councilmember Tanner – aye

17
18 The vote was unanimous and the motion carried.

19
20 Link to motion: [00:20:01](#) [Recording 2]

21
22 **MOTION:**

23 A motion was made by Councilmember Hughes to approve the preliminary
24 plat for Lugano Landing at Divario (PA 4), a 124-lot residential subdivision
25 located within the Divario development along the future extension of Divario
26 Canyon Parkway south of Alienta Drive and north of the St. George City
27 border, including the conditions from the Planning Commission.

28 **SECOND:**

29 The motion was seconded by Councilmember Larkin.

30 **VOTE:**

31 Mayor Randall called for a vote, as follows:

32
33 Councilmember Hughes – aye
34 Councilmember McArthur – aye
35 Councilmember Larkin – aye
36 Councilmember Larsen – aye
37 Councilmember Tanner – aye

38
39 The vote was unanimous and the motion carried.

40
41 **HILLSIDE DEVELOPMENT PERMIT:**

42 **Consider approval of a hillside permit to develop single family housing to be**
43 **known as Temple Trail on approximately +/- 10.64 acres located at 720**
44 **West Indian Hills Drive.**

45
46 BACKGROUND and RECOMMENDATION: The Hillside application went for review
47 before the Hillside Committee on April 27, 2022. The Hillside Committee
48 recommended approval of the permit. At their meeting held on June 14, 2022, the
49 Planning Commission recommended approval.

50
51 **AND**

52
53 **PRELIMINARY PLAT:**

54 **Consider approval of the preliminary plat for Temple Trail Canyon Phase 1, a**

19-lot residential subdivision located at approximately 720 West Indian Hills Drive.

BACKGROUND and RECOMMENDATION: The general plan land use designation on this project is LDR, low density residential, and the current zoning is R-1-10, single family residential 10,000 square foot lot sizes. The preliminary plat meets the current land use designation and the current zoning requirements. At their meeting held on June 14, 2022, the Planning Commission recommended approval.

Link to presentation from Assistant Public Works Director Wes Jenkins, including discussion between the Mayor, City Council, and staff: [00:20:42](#)

[Agenda Packet – Hillside Development Permit \[Page 671\]](#)

[Agenda Packet – Preliminary Plat \[Page 772\]](#)

Link to motion, with clarification from staff and comment from the Council: [00:29:18](#)
[Recording 2]

MOTION:

A motion was made by Councilmember Larkin to approve the hillside permit to develop single family housing to be known as Temple Trail on approximately 10.64 acres located at 720 West Indian Hills Drive, allowing the privacy wall to be at the top of the hill, at pad elevation, to be shorter with wrought iron on top, with the rock matching the hillside behind it.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

The vote was unanimous and the motion carried.

Link to motion: [00:31:20](#) [Recording 2]

MOTION:

A motion was made by Councilmember Larkin to approve the preliminary plat for Temple Trail Canyon Phase 1, a 19-lot residential subdivision located at approximately 720 West Indian Hills Drive.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

4
5 Councilmember Hughes – aye
6 Councilmember McArthur – aye
7 Councilmember Larkin – aye
8 Councilmember Larsen – aye
9 Councilmember Tanner – aye

10
11 The vote was unanimous and the motion carried.

12
13 **PRELIMINARY PLAT:**

14 **Consider approval of a preliminary plat for Shakespeare Airport Subdivision,**
15 **a 16-lot commercial subdivision located along Airport Parkway at the**
16 **entrance to the St. George Regional Airport.**

17
18 BACKGROUND and RECOMMENDATION: The general plan land use designation on
19 this project is Airport Supporting Business Park (ASPB) and the current zoning is
20 ASBP. The preliminary plat meets the current land use designation and meets the
21 current zoning requirements. At their meeting held on July 12, 2022, the Planning
22 Commission recommended approval.

23
24 Link to presentation from Assistant Public Works Director Wes Jenkins, including
25 discussion between the Mayor, City Council, and staff, noting the name change to
26 Aviation Business Park: [00:31:41](#) [Recording 2]

27
28 [Agenda Packet \[Page 777\]](#)

29
30 Link to motion: [00:39:07](#) [Recording 2]

31
32 **MOTION:**

33 A motion was made by Councilmember Larsen to approve the preliminary plat
34 for Aviation Business Park, a 16-lot commercial subdivision located along
35 Airport Parkway at the entrance to the St. George Regional Airport, including
36 remarks regarding the cul-de-sac and potential roadway that may be vacated
37 if not needed, for the applicant to work with staff on the roadway, whether it
38 be 66' or 90', and allowing for a deceleration lane.

39 **SECOND:**

40 The motion was seconded by Councilmember Tanner.

41 **VOTE:**

42 Mayor Randall called for a vote, as follows:

43
44 Councilmember Hughes – aye

45
46 Councilmember McArthur – aye
47 Councilmember Larkin – aye
48 Councilmember Larsen – aye
49 Councilmember Tanner – aye

50
51 The vote was unanimous and the motion carried.
52
53
54

4
5 **APPOINTMENTS:**

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

7
8 No appointments were made.
9

10 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

11 Link to reports from Mayor Randall: [00:40:11](#) [Recording 2]
12

13 Link to reports from Councilmember McArthur: [00:40:50](#) [Recording 2]
14

15 Link to report from Councilmembers Larsen and Larkin: [00:41:20](#) [Recording 2]
16

17 Link to report and comments from City Manager Adam Lenhard: [00:42:22](#)
18 [Recording 2]
19

20 **ADJOURN TO A CLOSED SESSION:**

21 **Request a closed session to discuss litigation, property acquisition or sale**
22 **or the character and professional competence or physical or mental**
23 **health of an individual.**
24

25 Link to motion: [00:44:50](#) [Recording 2]
26

27 **MOTION:**

28 A motion was made by Councilmember Tanner to adjourn to a closed
29 session to discuss litigation, property acquisition or sale or the character
30 and professional competence or physical or mental health of an individual.
31

32 **SECOND:**

33 The motion was seconded by Councilmember Hughes.
34

35 **VOTE:**

36 Mayor Randall called for a vote, as follows:
37

38 Councilmember Hughes – aye
39 Councilmember McArthur – aye
40 Councilmember Larkin – aye
41 Councilmember Larsen – aye
42 Councilmember Tanner – aye
43

44 The vote was unanimous and the motion carried.
45

46 **ADJOURN:**

47 The meeting adjourned following the closed session.
48
49
50

**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JULY 28, 2022, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Gregg McArthur
Councilmember Dannielle Larkin – Via Zoom
Councilmember Natalie Larsen
Councilmember Michelle Tanner**

STAFF MEMBERS PRESENT:

**City Manager Adam Lenhard
Assistant City Manager Marc Mortensen
City Attorney Tani Pack Downing
Deputy City Attorney Jami Brackin
City Recorder Christina Fernandez
Economic Vitality and Housing Director Shirlayne Quayle**

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Camille Brown with the Boulder Ridge Stake of the Church of Jesus Christ of Latter-day Saints and The Pledge of Allegiance to the Flag was led by Councilmember Hughes.

Link to call to order, invocation, and flag salute: [00:00:00](#)

DISCUSSION REGARDING THE REQUEST FOR PROPOSALS (RFP) FOR THE 100 WEST ST. GEORGE BOULEVARD PROJECT:

Link to introduction from City Manager Adam Lenhard: [00:03:05](#)

Link to presentation from Economic Vitality and Housing Director Shirlayne Quayle, including discussion between Mayor Randall, the City Council, City Manager Adam Lenhard, and staff: [00:03:50](#)

[Agenda Packet \[Page 3\]](#)

DISCUSSION REGARDING INSURANCE REQUIREMENTS FOR SPECIAL EVENTS:

Link to presentations from City Attorney Tani Downing and Assistant City Manager Marc Mortensen, including discussion between Mayor Randall, the City Council, City Manager Adam Lenhard, and staff: [00:27:10](#)

[Agenda Packet \[Page 11\]](#)

The meeting adjourned at approximately 4:50 p.m.

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JULY 28, 2022, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Gregg McArthur
Councilmember Dannielle Larkin – Via Zoom
Councilmember Natalie Larsen
Councilmember Michelle Tanner**

STAFF MEMBERS PRESENT:

**City Manager Adam Lenhard
City Attorney Tani Pack Downing
Deputy City Attorney Jami Brackin
City Recorder Christina Fernandez**

CALL TO ORDER:

Mayor Randall called the meeting to order and welcomed all in attendance.

Link to call to order: [00:00:00](#)

CONSENT CALENDAR:

- a. Consider approval of professional services agreement with Milsoft Utility Solutions for Windmill Map, which is an add on to our Milsoft mapping software.**

BACKGROUND and RECOMMENDATION: Milsoft Windmill Map is an engineering software to create and maintain a detailed distribution circuit model that is optimized for engineering and operations. Comprehensive, built-in project management allows all users across the electric utility enterprise to access the same geospatial data for their diverse purposes including system planning, construction, analysis, asset management, and operations. St. George Energy Services has been using Windmill map in limited ways and with a single license. Staff recommends approval of the agreement.

Link to presentation from City Manager Adam Lenhard: [00:00:25](#)

[Agenda Packet \[Page 21\]](#)

Link to motion: [00:00:49](#)

MOTION:

A motion was made by Councilmember McArthur to approve the consent calendar as presented.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

5 Councilmember Hughes – aye
6 Councilmember McArthur – aye
7 Councilmember Larkin – aye
8 Councilmember Larsen – aye
9 Councilmember Tanner – aye
10

11 The vote was unanimous and the motion carried.
12
13

14 **AMEND SECTIONS OF TITLES 8 AND 10 OF THE ST. GEORGE CITY**
15 **CODE/ORDINANCE:**

16 **Consider approval of an ordinance amending various sections of Titles 8 and**
17 **10 of the St. George city code as it relates to water conservation. Case**
18 **number 2022-ZRA-002**
19

20 BACKGROUND and RECOMMENDATION: The proposed amendments to the Title 8
21 and Title 10 ordinances have been discussed with the City Council at three separate
22 City Council Work Meetings. In addition, the amendments were discussed in a joint
23 work meeting with the Planning Commission. A public hearing was held by the
24 Planning Commission on June 14, 2022. The Planning Commission recommended
25 approval of the amendments with some slight changes. During a City Council work
26 meeting on June 23, 2022, the Planning Commission recommendation was
27 discussed, as well as other slight changes proposed by the City Council. At their
28 meeting held on July 14, 2022, the City Council requested a follow up discussion
29 which took place at the work meeting on July 21, 2022. The recommendations of
30 the Planning Commission and City Council have been included in the final draft
31 ordinances. Staff recommends approving the ordinance as presented.
32

33 Link to presentation from Deputy City Attorney Jami Brackin, including discussion
34 between the City Council and staff: [00:01:00](#)
35

36 [Agenda Packet \[Page 38\]](#)
37

38 Link to motion: [00:02:15](#)
39

40 **MOTION:**

41 A motion was made by Councilmember McArthur to approve the ordinance
42 amending various sections of Titles 8 and 10 of the St. George city code as it
43 relates to water conservation.

44 **SECOND:**

45 The motion was seconded by Councilmember Larsen.

46 **VOTE:**

47 Mayor Randall called for a roll call vote, as follows:
48

49 Councilmember Hughes – aye
50 Councilmember McArthur – aye
51 Councilmember Larkin – aye
52 Councilmember Larsen – aye
53 Councilmember Tanner – aye

5 The vote was unanimous and the motion carried.
6

7 **APPOINTMENTS:**

8 **Appointments to Boards and Commissions of the City.**
9

10 Link to Mayor Randall recommending appointing Councilmember Larsen to the City's
11 Special Events Review Committee: [00:03:15](#)
12

13 Link to motion: [00:03:28](#)
14

15 **MOTION:**

16 A motion was made by Councilmember McArthur to appoint Councilmember
17 Larsen to the City's Special Events Review Committee.

18 **SECOND:**

19 The motion was seconded by Councilmember Hughes.

20 **VOTE:**

21 Mayor Randall called for a vote, as follows:
22

23 Councilmember Hughes – aye
24 Councilmember McArthur – aye
25 Councilmember Larkin – aye
26 Councilmember Larsen – aye
27 Councilmember Tanner – aye
28

29 The vote was unanimous and the motion carried.
30

31 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

32 Link to reports from Mayor Randall for Councilmember Larkin: [00:04:15](#)
33

34 Link to reports from Councilmember Larsen: [00:07:09](#)
35

36 Link to report from Councilmember McArthur: [00:07:47](#)
37

38 Link to report Mayor Randall: [00:08:38](#)
39

40 **ADJOURN TO A CLOSED SESSION:**

41 **Request a closed session to discuss litigation, property acquisition or sale**
42 **or the character and professional competence or physical or mental**
43 **health of an individual.**
44

45 Link to motion: [00:09:24](#)
46

47 **MOTION:**

48 A motion was made by Councilmember Hughes to adjourn to a closed
49 session to discuss potential litigation and professional competence or
50 physical or mental health of an individual.

51 **SECOND:**

52 The motion was seconded by Councilmember Tanner.
53

5 **VOTE:**

6 Mayor Randall called for a vote, as follows:
7

8 Councilmember Hughes – aye
9 Councilmember McArthur – aye
10 Councilmember Larkin – aye
11 Councilmember Larsen – aye
12 Councilmember Tanner – aye
13

14 The vote was unanimous and the motion carried.
15

16 **ADJOURN:**

17 Link to motion: [00:09:53](#)
18

19 **MOTION:**

20 A motion was made by Councilmember Larsen to adjourn.

21 **SECOND:**

22 The motion was seconded by Councilmember Hughes.
23

24 **VOTE:**

25 Mayor Randall called for a vote, as follows:

26 Councilmember Hughes – aye
27 Councilmember McArthur – aye
28 Councilmember Larkin – aye
29 Councilmember Larsen – aye
30 Councilmember Tanner – aye
31

32 The vote was unanimous and the motion carried.
33
34
35
36



Agenda Date: 08/04/2022

Agenda Item Number: 03

Subject:

Consider approval of a resolution entering into an Interlocal Agreement with the County for the 2022 Byrne Justice Assistance Grant (JAG) Program Award.

Item at-a-glance:

Staff Contact: Michael Giles

Applicant Name: City of St. George Police Department

Reference Number: N/A

Address/Location:

265 E 200 N

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

The St. George Police Department is applying to receive the 2022 Department of Justice, Edward Byrne Memorial Justice Assistance Grant, (JAG) award. The \$28,217 award will be used to supplement funding to purchase a 3-dimensional scanning machine for use by the Accident Reconstruction Team and Investigations Division to more efficiently process and diagram extensive collision and crime scenes. Funding will also be used to acquire individual first aid kits for officers. The interlocal agreement is part of our application process and has been signed by Washington County and St. George City each year we have applied for the grant. Staff recommends approval of the resolution.

Staff Narrative (need/purpose):

The St. George Police Department is applying to receive the 2022 Department of Justice, Edward Byrne Memorial Justice Assistance Grant, (JAG) award. The \$28,217 award will be used to supplement funding to purchase a 3-Dimensional Scanning machine for used by the Accident Reconstruction Team and Investigations Division to more efficiently process and diagram extensive collision and crime scenes. Funding will also be used to acquire Individual First Aid Kits for officers. The interlocal agreement is part of our application process and has been signed by Washington County and St. George City each year we have applied for the grant.

Name of Legal Dept approver: Tani Downing

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approving the resolution entering into the Interlocal Agreement.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ENTERING INTO AN INTERLOCAL
COOPERATION AGREEMENT WITH WASHINGTON COUNTY REGARDING
THE 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

WHEREAS, the City of St. George ("City") and Washington County ("County") desires to enter into an agreement titled: Interlocal Cooperation Agreement between the City of St. George and Washington County 2022 Byrne Justice Assistance Grant (JAG) Program Award; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services of functions under this agreement.

NOW THEREFORE, BE IT RESOLVED that the attached "Interlocal Cooperation Agreement between the City of St. George and Washington County 2022 Byrne Justice Assistance Grant (JAG) Program Award" is hereby entered into. This resolution is effective immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, this 4th day of August, 2022.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Tani Pack Downing, City Attorney

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ST. GEORGE AND WASHINGTON COUNTY**

2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this ____ day of ____, 2022, by and between WASHINGTON COUNTY, acting by and through its governing body, the Washington County Commission, hereinafter referred to as COUNTY, and the CITY of ST. GEORGE, acting by and through its governing body, the St. George City Council, hereinafter referred to as CITY, both of Washington County, State of Utah, witnesseth:

WHEREAS, this agreement is made under the authority of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, (1953, as amended): and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$0 from the JAG program award per the allocation for local solicitation

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to provide COUNTY \$0 of JAG funds. The CITY is awarded \$28,217.00.

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7.

It is the intent of the participants that this Agreement not create a separate legal entity to provide for its administration.

CITY OF ST. GEORGE

WASHINGTON COUNTY

Michele Randall
Mayor

Victor Iverson, Chair
Washington County Commission

ATTEST:

ATTEST:

Christina Fernandez
City Recorder

Susan Lewis
Clerk/Auditor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Tani Pack Downing
City Attorney

Eric Clarke
County Attorney

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Agenda Date: 08/04/2022

Agenda Item Number: 04

Subject:

Consider approval of an ordinance changing the General Plan future land-use map from Open Space (OS) to Commercial (COM) on 2.45 acres located on Bluff Street, just north of 676 S. Bluff Street for a project to be known as Car Lot, Medical Office Condominium. Case No. 2022-GPA-007

Item at-a-glance:

Staff Contact: Carol Davidson

Applicant Name: Jim McArthur

Reference Number: 2022-GPA-007

Address/Location:

On Bluff Street, just north of 676 S, Bluff Street

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

This project is to change the land use designation on an undeveloped piece of property along Bluff Street. The majority of this property has the land use designation as Open Space (OS), with a small portion located on the southern side already designated as Commercial. At their meeting held on July 12, 2022, the Planning Commission held a public hearing and recommended approval; no public comments were given.

Staff Narrative (need/purpose):

The eastern portion of the property has already been disturbed but not developed. The entire parcel is approximately 5.0 acres. This request is to change the disturbed portion (2.45 acres) of this property from the Open Space (OS) land use designation to the Commercial (COM) land use designation. The undisturbed portion of this parcel will remain as Open Space. The purpose of this General Plan Amendment is to prepare the eastern disturbed portion of this property for future development.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of this general plan amendment.

PLANNING COMMISSION AGENDA REPORT: 07/12/2022

CITY COUNCIL AGENDA REPORT: 08/04/2022

Car Lot, Medical Office Condominium General Plan Amendment (Case No. 2022-GPA-007)	
Request:	Consider approval of an ordinance changing the general plan future land-use map from Open Space (OS) to Commercial (COM) on 2.45 acres located on Bluff Street, just north of 676 S. Bluff Street for a project to be known as Car Lot, Medical Office Condominium.
Applicant:	McArthur Investment Co / Adams West LTD
Representative:	Jim McArthur
Location:	On Bluff Street, just north of 676 S, Bluff Street
Existing General Plan:	Open Space (OS)
Proposed General Plan:	Commercial (COM)
Existing Zoning:	Open Space (OS)
Land Area:	Approximately 2.45 acres



BACKGROUND:

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 General Plan Amendment is for land generally located on the west side of Bluff Street, just north of 676 S. Bluff Street. This property sits just below the Techridge development against the hillside and is in the Hillside Development Overlay Zone. The eastern portion of the property has already been disturbed but not developed. The entire parcel is approximately 5.0 acres. This request is to change the disturbed portion (2.45 acres) of this property from the Open Space (OS) land use designation to the Commercial (COM) land use designation. The undisturbed portion of this parcel will remain as Open Space.

The surrounding land use is OS to the north, and south, and COM to the east, west, and south as well. The purpose of this General Plan Amendment is to prepare the eastern disturbed portion of this property for future development.

RECOMMENDATION:

The Planning Commission recommended approval of this general plan amendment.

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 Car Lot Medical Office Condominium.

FINDINGS FOR APPROVAL:

1. The proposed land-uses are compatible with the surrounding land uses in this area.
2. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.

Exhibit A Public Comments



Carol Davidson <carol.davidson@sgcity.org>

2022-GPA-007

1 message

Eugene and Frances Spendlove

Mon, Jul 11, 2022 at 3:12 PM

To: carol.davidson@sgcity.org

I'm not in favor of this if, now or in the future, it will raise the taxes on parcel number SG-1755-A-1-1, non primary land. There is no access road to this property and there is no water to it. I think it should be against the law to tax a piece of property that is landlocked and completely useless to the owners. Thank you.
Frances Spendlove



Carol Davidson <carol.davidson@sgcity.org>

Proposed General Plan Amendment

1 message

Julie Jorgensen [REDACTED]

Mon, Jul 11, 2022 at 4:24 PM

To: "carol.davidson@sgcity.org" <carol.davidson@sgcity.org>

Case 2022-GPA-007

As a property owner (Parcel SG-1755-A-1-A) within 500' of the proposed general plan amendment, I am against any amendment to the general plan unless the applicant can provide us with access to our property because, at the present time, our property is landlocked.

Julie Jorgensen

Exhibit B
PowerPoint Presentation



CAR LOT, MEDICAL OFFICE CONDOMINIUM

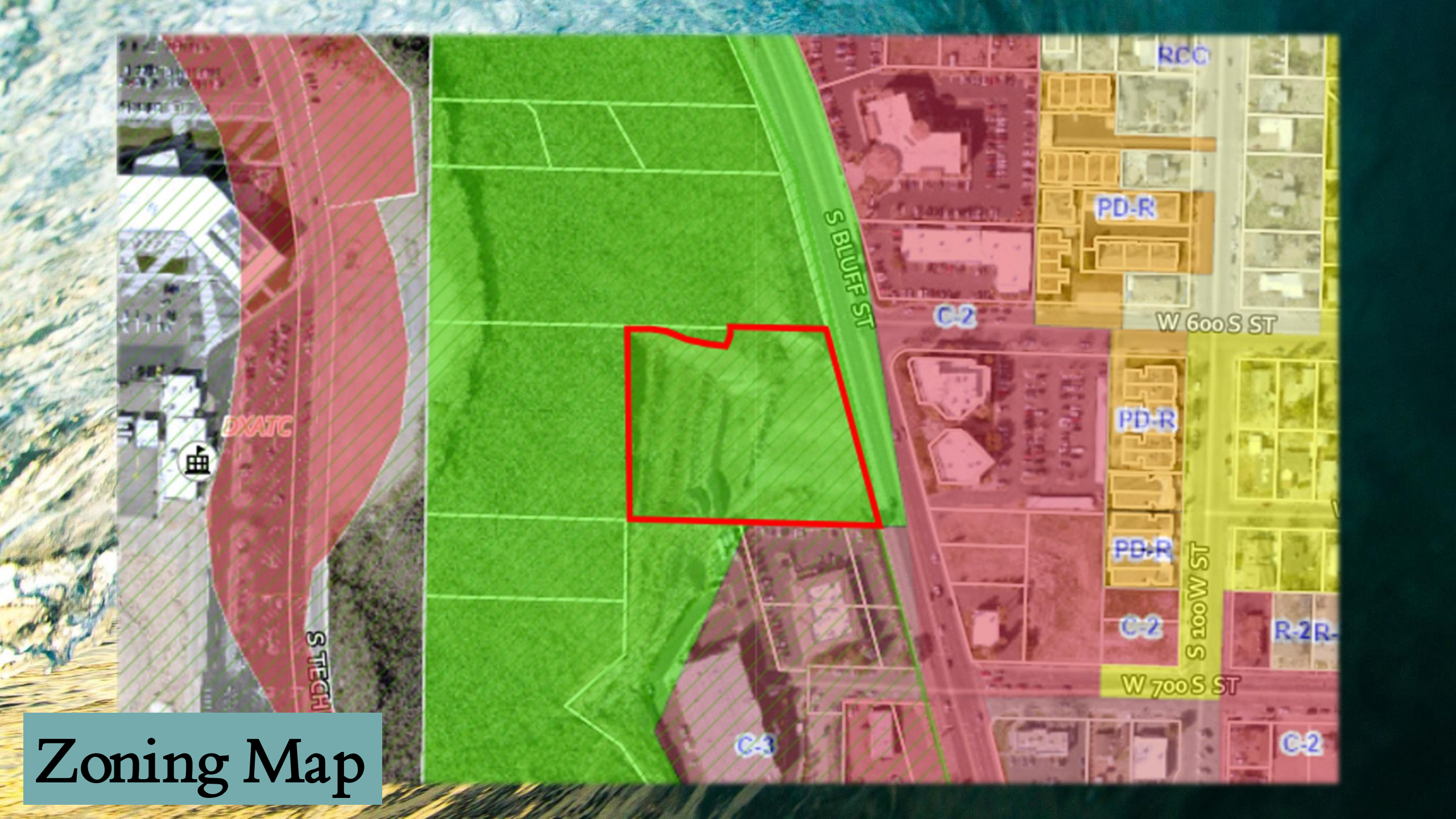


General Plan Amendment

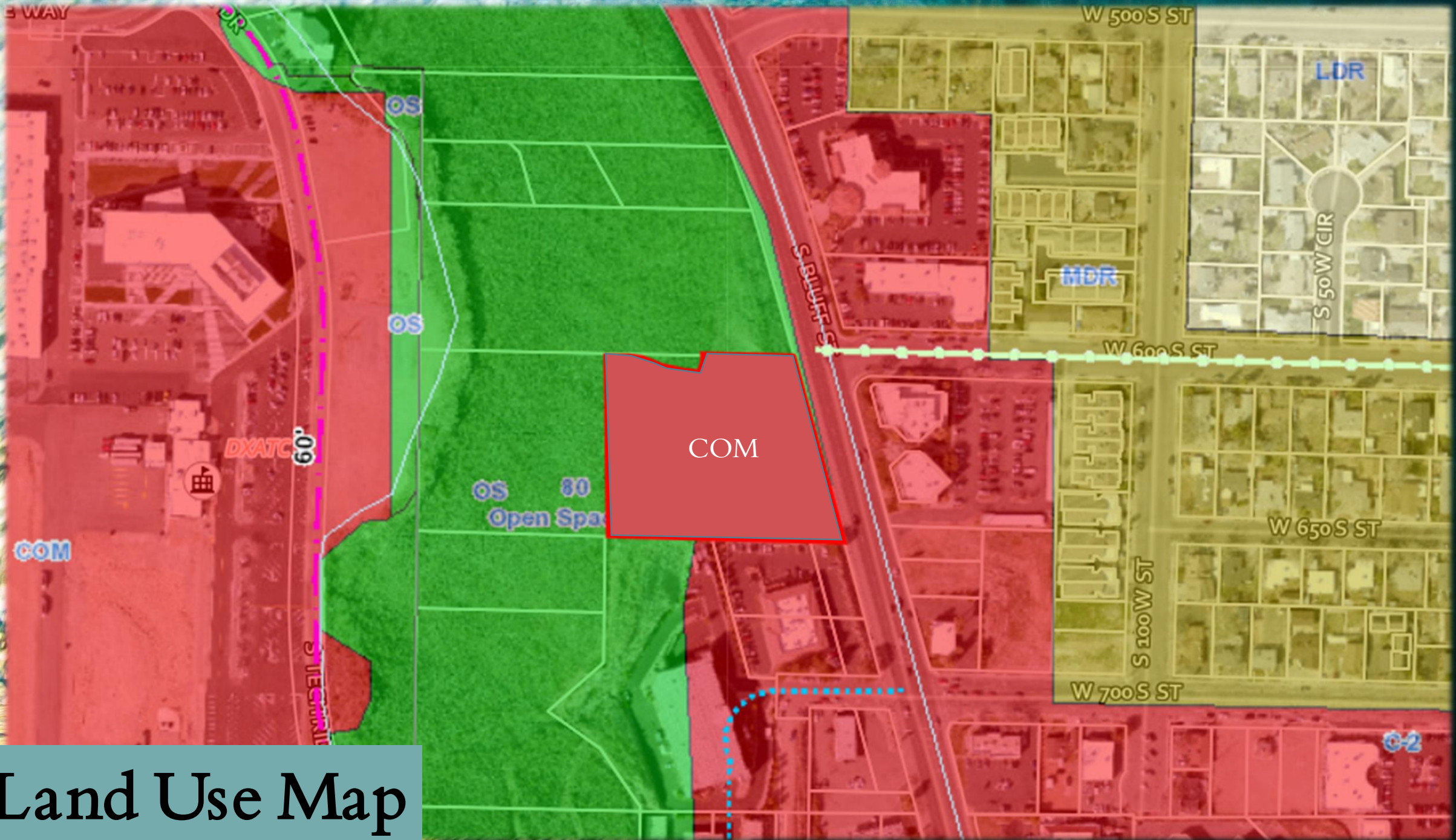
2022-GPA-007



Aerial Map



Zoning Map



Land Use Map



CAR LOT,
MEDICAL
OFFICE
CONDOMINIUM



RECOMMENDATION

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM OPEN SPACE (OS) TO COMMERCIAL (COM) ON APPROXIMATELY 2.45 ACRES, LOCATED ON BLUFF STREET, JUST NORTH OF 676 S. BLUFF STREET.

(Car Lot Medical Office Condominium)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from Open Space (OS) to Commercial (COM) on approximately 2.45 acres generally located on Bluff Street, just north of 676 S. Bluff Street.

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on August 4, 2022; and

WHEREAS, the Planning Commission held a public hearing on July 12, 2022; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of the General Plan 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 Open Space (OS) to Commercial (COM) on approximately 2.45 acres generally located on Bluff Street, just north of 676 S. Bluff 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 publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of August 2022.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Jami R Brackin, Deputy City Attorney

Exhibit "A"

GENERAL PLAN FUTURE LAND USE MAP CHANGE FROM OPEN SPACE (OS) TO COMMERCIAL (COM) ON APPROXIMATELY 2.45 ACRES





Agenda Date: 08/04/2022

Agenda Item Number: 05

Subject:

Consider approval of an ordinance changing the zone from Central Business District (C-4) to Planned Development Mixed Use (PD-MU) on approximately 1.3 acres to allow for a new mixed-use building for a project to be known as 300 West Mixed Use. Case No. 2022-ZC-027

Item at-a-glance:

Staff Contact: Carol Davidson

Applicant Name: Wes Davis

Reference Number: 2022-ZC-027

Address/Location:

Southwest corner of St. George Boulevard and 300 West St

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

The southwest corner of St. George Boulevard and 300 West currently has a used car lot, the Sun City Glass building, and an older mechanic shop that is being used as a part-time hobby shop. Behind the mechanic shop there is an unfinished dirt area that houses a few vehicles. The applicant is proposing to remove the car lot and mechanic shop buildings that wrap around the Sun City Glass building for the purpose of adding in a new mixed-use building that will house commercial on the main floor. At their meeting held on June 28, 2022, the Planning Commission held a public hearing and recommended approval.

Staff Narrative (need/purpose):

UPDATE 8/4/2022 The applicant has updated the plans and has reduced the height from 695 to 576. The updated PowerPoint presentation depicts the updated elevations of the proposed building. It remains as a five-level mixed use building, but the architectural details have changed to lower the building height. The packet also contains a chart showing the various building heights of the tallest buildings in St. George. Also attached is a map showing the downtown area with the taller building heights labeled on the map.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of this request to change the zoning from Central Business District (C-4) to Planned Development Mixed Use (PD-MU) on approximately 1.3 acres to allow for a new mixed-use building with the following conditions: 1. Architectural detail is added to the second through fifth floor faade on the east and west sides of the building so that it matches the north side. 2. A block wall is added to the south side on the property line between Sun Country Glass and the parking lot of this project.

PLANNING COMMISSION AGENDA REPORT: 06/28/2022
CITY COUNCIL AGENDA REPORT: 07/21/2022

300 W. Mixed Use Zone Change (Case No. 2022-ZC-027)		
Request:	This is a request to change the zoning from Central Business District (C-4) to Planned Development Mixed Use (PD-MU) on approximately 1.3 acres to allow for a new mixed-use building.	
Applicant:	Wes Davis	
Representative:	Wes Davis	
Location:	Southwest corner of St. George Boulevard and 300 West St	
General Plan:	Commercial (COM)	
Existing Zoning:	Central Business District (C-4)	
Surrounding Zoning:	North	Central Business District (C-4)
	South	Central Business District (C-4)
	East	Central Business District (C-4)
	West	Central Business District (C-4)
Land Area:	Approximately 1.3 acres	



UPDATE 8/4/2022

The applicant has updated the plans and has reduced the height from 69'5" to 57'6". The updated PowerPoint presentation depicts the updated elevations of the proposed building. It remains as a five-level mixed use building, but the architectural details have changed to lower the building height. The packet also contains a chart showing the various building heights of the tallest buildings in St. George. Also attached is a map showing the downtown area with the taller building heights labeled on the map.

BACKGROUND:

The applicant is requesting to change the zoning from Central Business District (C-4) to Planned Development Mixed Use (PD-MU) on 1.3 acres located at the southwest corner of St. George Boulevard and 300 West. The purpose of this request is to raze the existing buildings on this property and build one mixed-use building. The new building will be five stories and will contain 52 residential apartments with 8,000 square feet of commercial space on the ground floor. The ground floor will also hold an amenity space for the residents in addition to an outdoor recreation space located in the rear. There will be underground parking as well as surface parking for the residents and commercial guests. Please refer to the applicant's narrative for additional information on this project.

For a mixed-use zone application, the applicant will be required to meet the following provisions:

- I. Allowed Uses (10-8D-1): The applicant has requested to allow selected uses found in the C-4 District for the commercial portion of this building. See Exhibit B.
- II. General Requirements (10-8D-2): See the Zoning Requirements box below:

Zoning Requirements		
Regulation	Proposal	Staff Comments
Description of Use	Mixed-use building with commercial on the ground floor and residential above	The use fits the requested zoning district
Height and Elevations	69'	This district allows buildings up to 70' tall with approved findings by the City Council
Density	40 du/ac	This meets regulations.
Schools, Churches, Open Space	There are no proposed schools, churches, or open space with this project.	No comments.
Phasing Plan	No phasing	N/A
Topography		

Landscape Plan	A concept landscape plan is provided with 20.2% of the area landscaped.	The project is required to have 20% of the area landscaped. This meets requirements.
Utilities	None shown.	POWER comments: There are existing services to the following: 1. 311 W. St. George Blvd - 200 amp 120/240 - 3 phase service 2. 333 w st. george blvd - 400 amp 120/240 - 3 phase service 3. 339 w st. george blvd - 200 amp 120/240 - 3 phase service Impact fee credits will apply but if the new service is a different voltage or the main service amps exceeds the total amps of the existing services, additional impact fees may need to be collected. The power design for the new building will be provided during the JUC process. As shown on the drawing, there is an existing overhead line which may be impacted by the new site development and may need to be relocated for the new site work. The cost to relocate any overhead power lines will be the developers responsibility.
Solid Waste Screening	The site plan shows the locations for solid waste.	The dumpster locations will need to have fences around them.
Lighting	A photometric plan has been provided.	The parking lot lighting will be required to be 1.0-foot candle or less at the property line. The plan does not meet regulations. Staff will ensure it meets the regulations during the site plan process.
Turning Space	Access Aisles are at	The access aisles meet

	25'	regulations. The approach will need to be at least 28' wide.
Signs	None provided	The applicants will be required to pull a sign permit when they are ready to put in their signs. All signs must meet the provisions of the sign code.
Parking	The building will have underground parking as well as surface parking.	<u>Parking provided:</u> Residential @ 52 units x 2 = 104 stalls Guest @ 52 units / 3 = 18 stalls Commercial @ 8000 sf / 500 = 16 stalls Total provided: 142 Stalls Total required: 138 Stalls
EVCS And Bike Parking	They have not shown Electric conduit or Bike parking on the site.	They will be required to provide conduit for future electrical charging station for at least 1 parking stall and bicycle parking.

III. Mixed Use Standards (10-8D-8: The applicant will be required to meet the following standards (The wording in the yellow boxes are the responses from the applicant):

A. *Minimum Zone Requirements: Each Planned Development Commercial/residential mixed use application shall include a minimum of one-half (1/2) acre.*

This project covers 1.3 acres.

B. *Height Regulations: No structure shall be erected to a height less than ten feet (10') and no structure shall be greater than fifty-five feet (55'). The city council, after recommendation from the planning commission, may approve increased building height up to seventy feet (70') upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following:*

The applicant is proposing a five-story building with a height of 69'.

1. *Proposed setbacks provide an appropriate buffer to neighboring properties;*

The applicant is proposing to place the building five to six feet from the back of sidewalk along St. George Blvd. Along 300 West, the building will have an additional setback to allow for greater visibility to the adjoining property owners. There are no existing residential buildings that adjoin this property.

2. *Increased landscaping enhances the project and reduces any negative impacts;*

The site is designed to have landscape on all sides of the building but especially in between this and the adjoining property. Currently the buffer is old cars, boats, weeds, broken glass, rotting wood, and many other unsightly things.

3. *Site layout and design enhance the project and reduce any negative impacts;*

The construction is pushed far away from the existing building as to maximize the distance. This proposed building improves the ingress and egress for all neighboring properties and has been designed to accommodate more than sufficient number of parking stalls.

4. *The massing and building scale is appropriate for the location;*

The building is 69 ft tall, that is with roughly 10 ft being architectural design. The top of the hard roof line is roughly 59 ft. This building is located in the Central Business District along St. George Boulevard. This location is where you would expect increased heights and density.

5. *The proposed height increase is appropriate for the area; and*

There are no residentially zoned properties surrounding this location, and no adjacent properties have windows or direct driveway traffic- this would not block any views.

6. *The increase in height is consistent with any applicable master plan. Surrounding properties with similar or taller buildings:*

This proposal has been derived from carefully studying other similar properties in our communities and others and has attempted to build upon and improve on many of the positive aspects they designed around. The height is consistent with the area, in review of height vs stories those are often not a direct correlation. The request here is consistent with the zone and consistent with other approved buildings.

Heights of surrounding buildings: County Bldg 78', Advenere 80', Joule 71', IMC 59', Main St. Plaza 71', State Bank 64', Tabernacle 115', Court House 84-91', Vintage 54-64' Tabernacle Towers 57'.

C. *Area, Coverage, Density, Yard, Common Area and Landscaping Requirements: The minimum lot area, maximum lot coverage, yard and common open space/ landscaping requirements are as follows:*

Lot Area Minimum/ Maximum Density	Maximum lot area coverage	Minimum Area Com- mon Open Space/ Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear

Required					
$\frac{1}{2}$ acre/ 40 DUA	70%	20%	Adjacent to single- family zone: 30' Other- wise: 0 – 10' max	Adjacent to single- family zone 30' Otherwise: 0 – 10' 0' internal setback between PD-C zoned buildings	Adjacent to single-family zone 30' Otherwise: 0' commercial 0' manufac- turing
Proposal					
1.3 acres/ 40 DUA	22%	20.2%	0-10'	9-10'	9-10'

D. *Mixed commercial and residential use is permitted in the PD-MU zone only as set forth herein:*

1. *All development projects seeking a PD-MU zone shall be new construction, and shall submit a detailed site plan pursuant to section 10-8D-2 showing the entire development project and showing the added specificity requirements of this section. In granting such approval, the land use authority may impose and enforce such specific conditions as to the site plan, orientation of the buildings to the public street, phasing, building construction, and maintenance as it deems necessary to protect the health, safety and welfare of the residents of the city. All development projects shall comply with the site plan as approved and adopted by the land use authority.*

This project will be new construction and site plan has been submitted.

2. *The entire ground floor of any building in the project shall only have commercial uses, except as provided in this section. See #4*
3. *Residential use shall be located above the ground floor commercial use. Allowed residential density shall be determined by the detailed site plan and subject to all approvals in subsection D6 of this section.*

The residential units will be above the ground floor and the density is at 40 du/ac which is the maximum allowed.

4. *The requirement that the ground floor be limited to only commercial use may be altered to allow residential use or a parking structure, if all of the following conditions are met:*
 - a. *The view of the ground floor is obstructed from the public street by the building's location in the interior of the project, or its obstruction from street view by other buildings in the project;*

The residential portion of the ground floor does not front the right-of-way.

- b. A minimum of fifty percent (50%) of the ground floor area within the project shall be for commercial uses; and*

More than 50% of the ground floor area is dedicated to commercial uses.

- c. For buildings that are perpendicular to the street so that the majority of the building is not adjacent to the street, the end of the building adjacent to the street must have commercial uses on the ground floor, but may have residential use or a parking structure on the remainder of the ground floor that is not oriented toward the public street, if the project complies with the other conditions provided in this section.*

The building faces St. George Blvd, and the residential portion of the ground floor does not front the right-of-way.

- 5. If the project is built in phases, each phase shall be all commercial or may include a mix of commercial and residential use. No phase shall be solely residential, unless fifty percent (50%) of the required commercial area has been built in previous phases.*

No phasing is proposed.

- 6. All projects must meet the design standards set forth below:*

- a. Minimum height of ground level commercial use shall be twelve feet (12') floor to ceiling; Need to verify*

The ground level is proposed to have 12' ceilings.

- b. The front building façade and main entrance to all buildings shall be oriented toward and parallel to the public street. The setbacks for buildings adjacent to a public street shall be a minimum of zero feet (0') to a maximum of twenty feet (20') from the property line except:*

- 1) The setbacks may be increased as necessary to allow room for outdoor seating areas, landscaping, or other similar pedestrian and customer amenities,*

This building will not be setback more than 10' from the property line. There will be public gathering spaces in the form of outdoor seating areas in between the public right-of-way and the building.

- 2) Interior buildings may be allowed without frontage on a public street if it is not possible to fit a building parallel to the street, all other requirements have been met, and the depth and size of the property and best use of the property would prevent all buildings from having frontage on a public street;*

This building fronts two public streets.

- c. *All buildings adjacent to a public street shall have primary frontage oriented toward the public street, and shall have a design typical of a commercial building front with integrated style features compatible with other street-facing buildings in the project, including a significant entryway;*

This building fronts St. George Boulevard and has several ground floor commercial entrances.

- d. *Building façades shall have architectural variations such as:*

- 1) *Contrasting building materials and textures,*

This building has contrasting building materials and textures as seen on the materials board.

- 2) *Variations in rooflines, colors, reveals and belt courses,*

There are variations in the rooflines with contrasting colors.

- 3) *Recessed windows and doors, strongly expressed window mullions, and awnings,*

The windows and doors will be recessed with architectural framing around the entrances.

- 4) *Varying building setbacks from property lines, alcoves, outdoor sitting areas, and small public plazas,*

This building does have varying setbacks and alcoves designed for outdoor sitting areas.

- 5) *Corner towers, cupolas, corner clock towers, corner spires, balconies and colonnades;*

This building does have a prominent corner architectural feature that raises the building height 10' on the corner.

- e. *Buildings located on corners shall have the front façade wrap around the corner to the full depth of the building;*

The ground-floor commercial façade wraps around the corner.

- f. *Awnings will be allowed; provided, that the building is designed to allow awnings, and/or awnings are part of the initial design. Awnings shall have a minimum eight-foot (8') head clearance and shall not project away from the building more than one-half ($\frac{1}{2}$) the distance from the building to the street, or no more than six feet (6'), whichever distance is less. Awnings shall be constructed of metal and/or high quality fire-resistant architectural fabrics. Vinyl awnings are prohibited;*

There are no proposed awnings for this building.

- g. *Parking lots shall be located in the interior of a project and not adjacent to a public street, except that access driveways with parking spaces on one (1) or both sides, with a maximum width of seventy feet (70'), are permitted. For buildings fronting a public street, all parking shall be located to the rear or side of buildings, or may be located below-grade (underneath building). Buildings located in the interior of the project may have the parking area on any side of the building, as per the approved site plan. Underground parking is permitted only if such parking is accessible from the side or rear of the development and not from the primary street. All projects must comply with the parking requirements for commercial and residential uses specified in chapter 19 of this title;*

The parking area is located in the interior of this lot. Underground parking is included and is accessible from the side of the building.

- h. *Parking structures are permitted only if the parking structures do not front the public street and are not taller than the proposed buildings;*

There are no proposed above ground parking structures.

- i. *Minimum Ground Floor Glass: The ground floor of the building elevation fronting the street on all mixed-use buildings shall contain not less than forty percent (40%) nonreflective glass surface (i.e., windows);*

The ground floor has 40% of nonreflective glass.

- j. *Landscaped Open Space: Mixed-use developments shall provide a minimum of twenty percent (20%) of the total site area in landscaping, which may include recreation facilities such as playgrounds, outdoor pools, tennis courts, and basketball courts. No more than one-half (½) of the total required landscape area may consist of recreation facilities. Other than the minimum landscape area requirements, which are set above, the landscape standards in chapter 23 of this title shall apply;*

There is one proposed recreation facility for residents and there is a total of 20.2% of landscaping.

- k. *Solid Waste Storage Facilities: All solid waste storage facilities shall be located at the rear of the main building or else behind a sight-obscuring fence or wall that will prevent the facility from being seen from a public street. Chain link fencing with sight-obscuring slats is not permitted;*

The solid waste is located at the rear and will be behind a sight-obscuring wall.

- I. *Protection of Residential Property: A minimum six-foot (6') high solid masonry wall and a minimum ten-foot (10') wide planting strip along the adjoining property line is required for development that adjoins any lot or parcel of ground in any residential zone. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020)* **This item is not applicable.**

STAFF'S COMMENTS:

This mixed-use project located on St. George Boulevard and 300 West will refresh this corner, giving it new commercial and residential opportunities. The proposal will add engaging commercial spaces creating additional gathering places, and the residential units will offer convenient access to groceries, restaurants, bus routes, and downtown. This proposed building will be prominent for this corner; however, it is expected that as the community grows, additional infill buildings with increased heights will expand into this area.

At this time staff is working on the Downtown Masterplan. This Masterplan will create character areas that will allow for a range of different heights in each area. While the boundaries are not completely set at this time, this location falls within the Connected Corridor Area, very close to the Lively Area. The Connected Corridor Area is expected to have heights up to four stories and the Lively Area is expected to have heights up to six stories. With the Downtown Masterplan not being complete, it is difficult ascertain if this height will work in this location. With all this said, this project will be an improvement to this location, and staff recommends approval of this Zone Change with the following condition listed under the Planning Commission's recommendation.

RECOMMENDATION:

With a 5-2 vote, the Planning Commission recommended approval of this request to change the zoning from Central Business District (C-4) to Planned Development Mixed Use (PD-MU) on approximately 1.3 acres to allow for a new mixed-use building with the following conditions:

1. Architectural detail is added to the second through fifth floor façade on the east and west sides of the building so that it matches the north side.
2. A block wall is added to the south side on the property line between Sun City Glass and the parking lot of this project.

ALTERNATIVES:

1. Approve as presented
2. Approve with additional conditions
3. Deny this request.
4. Table the proposed zone change amendment to a specific date.

POSSIBLE MOTION:

I move we approve to change the zone from Central Business District to Planned Development Mixed Use to allow a new building with 52 units and 8,000 square feet of

commercial space to be built on 1.3 acres located on the southwest corner of St. George Boulevard and 300 W. Street with the condition mentioned in the staff report.

FINDINGS FOR APPROVAL:

1. The proposed project meets the requirements of the planned development mixed use zone as found in the zoning regulations.
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

300 West Blvd Narrative

The property located at the corner of 300 W and St. George Blvd is currently a used car lot in an old service station location and a part time hobby shop in a previous mechanic shop building. The existing buildings are nearing their useful life and have several newer revamped buildings near them. These buildings have utility and water connections to them that are currently in use but not being used to their potential.

A new project is being proposed there to tear down the existing buildings and replace them with a mixed use property. The site would include 8000 +/- sf of ground floor commercial for food, retail, and office, indoor and outdoor patios, underground parking (designated commercial parking on two sides of the ground floor of the building). There would also be 52 multi-family units above, these would be varying in size and unit mix with studios, 1bd, and 2 bd units. Onsite amenities that are commercial and/or residential include pet area, green space, covered parking, fitness center, meeting area, high speed connectivity, water sensitive landscape design, guest parking to name a few. The project proposal exceeds current parking standards and is NOT asking for any reductions. Lot coverage, landscape, and density all meet general guidelines under the proposed zone. The building is 69 ft tall, that is with roughly 10 ft being architectural design. The top of the hard roof line is roughly 59 ft. (The new County building is 78 ft, Advenere 80 ft, Joule 71 ft, IMC 59 ft, Main St Plaza 71, State Bank 64 ft, Tabernacle 115 ft, Court House 84-91 ft, Vintage 54-64 ft, Tabernacle Towers 57 ft) In consideration of the elevation the building is set back 10 ft from the back of curb and 5-6 feet from back of sidewalk to allow for greater open space and walking areas in those areas. The building is pulled back on the 300 West side to allow ongoing visibility to the adjoining property owner. The construction is also pushed far away from the existing building as to maximize the distance. This proposed building improves the ingress and egress for all neighboring properties and has been designed to accommodate more than sufficient number of parking stalls. The site was also designed to have landscape on all sides of the building but especially in between this and the adjoining property. Currently the buffer is old cars, boats, weeds, broken glass, rotting wood, and many other unsightly things. This proposal has been derived from carefully studying other similar properties in our communities and others and has attempted to build upon and improve on many of the positive aspects they designed around. The height is consistent with the area, in review of height vs stories those are often not a direct correlation. The request here is consistent with the zone and consistent with other approved buildings.

There are multiple metered water and utility connections already accounted for and in use that would be incorporated into this project. The ability to add additional units on a reduced water and utility impact usage as compared to new is a big bonus is being able to approve this project. The City has approved and set a precedence in approving this type of development in the general area being that Orsini is 1 building north, Joule Plaza is a block South, and City View is a few blocks East. There is also

discussion of a new mixed-use project on the City property less than 2 blocks from here, early proposals have some developers proposing 7-8 stories in height. This location has little to no impact on any neighboring properties, especially residential with none nearby. The building is set to the back of sidewalk, no adjacent properties have windows or direct driveway traffic- this would not block any views. The design is carefully crafted to include variations in walls, colors, materials that are durable and should show well given the local climate.

Of most any location along St George Blvd or Tabernacle this is one of if not the best candidate for mixed use. Residents at this site could walk 1 min to the pharmacy, 2 minutes to groceries, 1 min for a drink, 2 blocks to parks and downtown, 2 blocks to a variety of food, 2 blocks to a bus stop, etc. This location provides for the true purpose of mixed use by offering a location that is truly walkable thus resulting in reducing vehicle trips on City streets.

Exhibit B Allowed Use List

	C-4
Off-premise beer retailer	P
Microbrewery or micro-winery (with restaurant or bar establishment)	P
Financial, medical and professional services	P
Catering establishment	P
Restaurant	P
Hospitals	P
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)	P
Office	P
Religious facility	P
Antique store	P
Athletic and sporting goods store	P
Department store	P
Furniture sales (new) and repair	P
Household appliance sales and service	P
Office supply, office machines sales and service	P
Paint or wallpaper store	P
Supermarket/grocery store	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)	P
Vegetable stand	P
Convenience markets with gas pumps located in the rear of the building	P
Body piercing, ancillary to a permitted use	P
Child care center	P
Communication transmission facilities, including wireless, primary	PS

	C-4
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)	P
Gunsmith	P
Janitor service and supply	P
Locksmith	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P
Personal care service	P
Personal instruction service	P
Pet grooming	P
Printing, lithographing, publishing or reproduction sales and service	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist	P
Sign sales	P
Tattoo establishment	P
City, all facilities	P
Public utility facilities, primary	PS

Building Heights – Alphabetical

Building	Location	Zone	Height	Stories
5 th District Courthouse	206 W Tabernacle	C-4	75'6" – 94'8"	3
605 Place	Tabernacle	PD-SH	61'	5
Abbey Inn	Bluff St.	C-2	45'	3
Advenire / City View Apts	25 W. St. George Blvd	C-4	62'	4/5
Comfort Inn (Proposed)	Riverside Dr.	C-3	44'	3
Country Inn & Suites	2720 E & Red Cliffs Dr.	C-3	50'(45'4"avg.)	4
Dixie Center	Convention Center	C-3	40'	2
Hampton Inn	1250 W. Sun River Pkwy	PD-C	65'	5
Hilton Hotel	Convention Center	C-3	63'	5
Hospital	1380 E Medical Center Dr	PD-C	96'	6
IMC (Inter. Mortgage Corp.)	500 S & Bluff St	C-2	58'-9"	3
Joule Plaza	201 W. Tabernacle	C-4	74'	5
Main Street Plaza	20 N. Main St.	C-4	71'	4
Marriott	100 South	PD-C	54'	4
Quality Development	100 South	PD-C	53'	3
S & S	100 South	PD-C	54'	3
State Bank of Southern Utah	100 South	PD-C	64'	3
Tabernacle	Main St.	C-4	115'	2
Tabernacle Towers	249 E. Tabernacle St.	C-4	57'	4
The Tower – Ancestor Square	2 W. St. George Blvd	C-4	51'	4
Cache Valley Bank (Village Bank)	294 E Tabernacle St.	AP	55'	3
Washington Co Building	Tabernacle and 100 E	PD-C	77'8"	4 + pkg
Washington Co Garage	200 East	PD-C	69'3"	4 levels

Building Heights – Smallest to Largest

Building	Location	Zone	Height	Stories
Dixie Center	Convention Center	C-3	40'	2
Comfort Inn (Proposed)	Riverside Dr.	C-3	44'	3
Abbey Inn	Bluff St.	C-2	45'	3
Country Inn & Suites	2720 E & Red Cliffs Dr	C-3	50'(45'4"avg.)	4
The Tower – Ancestor Sq	2 W. St. George Blvd	C-4	51'	4
Quality Development	100 South	PD-C	53'	3
Marriott	100 South	PD-C	54'	4
S & S	100 South	PD-C	54'	3
Cache Valley Bank (Village Bank)	294 E. Tabernacle St.	AP	55'	3
Tabernacle Towers	249 E. Tabernacle St.	C-4	57'	4
IMC (Inter. Mortgage Corp.)	500 S & Bluff St	C-2	58'-9"	3
605 Place	Tabernacle	PD-SH	61'	5
Advenire / City View Apts	25 W. St. George Blvd	C-4	62'	4
Hilton Hotel	Convention Center	C-3	63'	5
State Bank of Southern Utah	100 South	PD-C	64'	3
Hampton Inn	1250 W. Sun River Pkwy	PD-C	65'	5
Washington Co Garage	200 East	PD-C	69'3"	4 levels
Main Street Plaza	20 N. Main St.	C-4	71'	4
Joule Plaza	201 W. Tabernacle	C-4	74'	5
Washington County Building	Tabernacle and 100 E	PD-C	77'8"	4 + pkg
5 th District Courthouse	206 W. Tabernacle	C-4	75'6" – 94'8"	3
Hospital	1380 E. Medical Center Dr.	PD-C	96'	6
Tabernacle	Main St.	C-4	115'	2

AREAL MAP OF SELECT BUILDING HEIGHTS IN DOWNTOWN ST. GEORGE

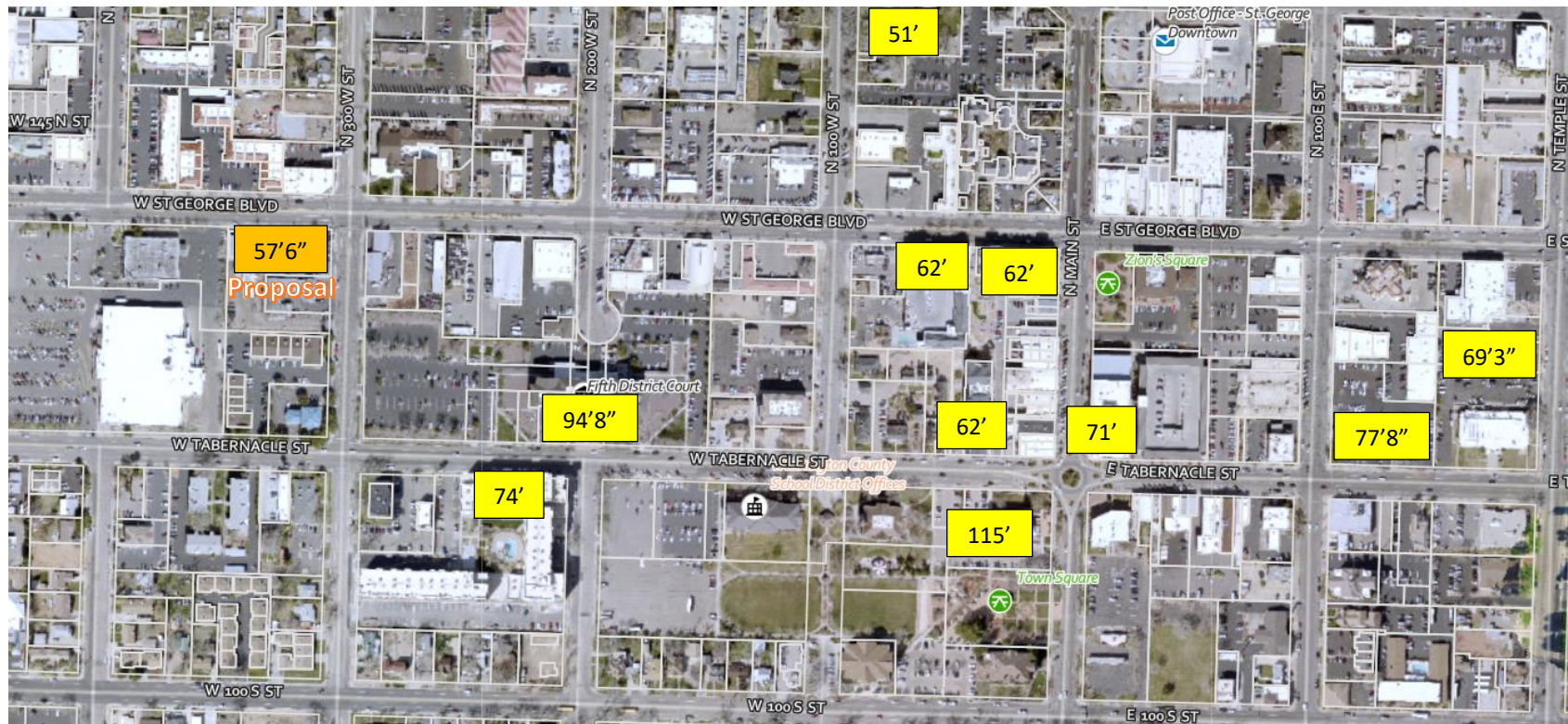


Exhibit C

PowerPoint Presentation



300 West Mixed Use

Zone Change 2022-ZC-027





400 W
100 N

W ST GEORGE BLVD

N 300 W ST

391 W

20 N

384 W Unit F
384 W Unit G
384 W Unit H
384 W Unit I
384 W Unit J

297 W

287 W

71 N

BREEZEWAY

PROPOSED BUILDING
MAIN LEVEL FOOTPRINT 12,250 S.F.
8,000 S.F. TO BE COMMERCIAL
2,516 S.F. TO BE RESIDENTIAL AMENITY AREA

MAIL ROOM
COMMUNITY / FITNESS / MEET-UP SPACE
COMMERCIAL LOBBY SPACE
STAIRS
ELEVATOR SHAFT
ELEVATOR

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Presented at
July 21st City
Council Meeting



Updated

57' 6" H



CI EAST ELEVATION
1/8" = 1'-0"



CI NORTH ELEVATION



Courthouse
Joule Plaza
Main St. Plaza
State Bank of SU
Hilton Hotel

Updated



08 WEST ELEVATION
18" x 12"



09 SOUTH ELEVATION
18" x 12"





Updated





CS
AE001 WEST PERSPECTIVE



CS
AE001 SOUTH PERSPECTIVE

Updated



A1
AE001 EAST PERSPECTIVE



A3
AE001 NORTH PERSPECTIVE



C1
AE901 WEST PERSPECTIVE



C3
AE901 SOUTH PERSPECTIVE

Updated



C1
AE901 WEST PERSPECTIVE



C3
AE901 SOUTH PERSPECTIVE



A1
AE001 EAST PERSPECTIVE



A2
AE001 NORTH PERSPECTIVE



A1
AE001 EAST PERSPECTIVE



A2
AE001 NORTH PERSPECTIVE

Updated



Updated





Updated





51'

57'6"
Proposal

62'

62'

69'3"

94'8"

62'

71'

77'8"

74'

115'





Recommendation

The Planning Commission recommended approval with the following conditions:

1. Architectural detail is added to the second through fifth floor façade on the east and west sides of the building so that it matches the north side.
2. A block wall is added to the south side on the property line between Sun City Glass and the parking lot of this project.



Carol Davidson <carol.davidson@sgcity.org>

Fwd:

1 message

Brenda Hatch <brenda.hatch@sgcity.org>

Fri, Jul 29, 2022 at 7:40 AM

To: Carol Davidson <carol.davidson@sgcity.org>

----- Forwarded message -----

From: <[REDACTED]>

Date: Fri, Jul 29, 2022 at 7:40 AM

Subject:

To: <planningcommission@sgcity.org>

The Following Message was Submitted to the Website Contact Form:

Contact Name: Susan DeHaan

Contact Email: [REDACTED]

Contact Phone #: [REDACTED]

Subject of Message:

I am concerned with the large apartment complex that is being considered for 300 West and St. George Blvd. I think we already have too many apartment complex's on St. George Blvd. and downtown. We had a nice unique downtown. The City went to the expense to make St. George Blvd. a nice walking place for all who enjoyed strolling the Blvd, see the shops, enjoying the parks etc. All these large complexes are staring to make our downtown look like New York and not the pleasant place that was the original design for our downtown area.

Attachments:

--

Brenda Hatch

Development Services Office Supervisor | Development Services

Office: (435) 627-4006

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM CENTRAL BUSINESS DISTRICT COMMERCIAL (C-4) TO PLANNED DEVELOPMENT MIXED USE (PD-MU) ON APPROXIMATELY 1.3 ACRES LOCATED ON THE SOUTHWEST CORNER OF ST GEORGE BOULEVARD AND 300 WEST STREET.

(300 West Mixed Use)

WHEREAS, the property owner has requested a zone change from Central Business District Commercial (C-4) to Planned Development Mixed Use (PD-MU) on approximately 1.3 acres located on the southwest corner of St. George Boulevard and 300 West; and

WHEREAS, the Planning Commission held a public hearing on the request on June 28, 2022; and

WHEREAS, the City Council held a public meeting on this request on August 4,, 2022; 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 Central Business District Commercial (C-4) to Planned Development Mixed Use (PD-MU) on approximately 1.3 acres located on the southwest corner of St. George Boulevard and 300 West. 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 publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of August 2022.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor
APPROVED AS TO FORM:
City Attorney's Office

Christina Fernandez, City Recorder
VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit "A" – Legal Description

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER LOT 6, BLOCK 22 PLAT A, ST. GEORGE CITY SURVEY, AND RUNNING THENCE SOUTH $0^{\circ}02'57''$ WEST 125.355 FEET ALONG THE EASTERLY LINE OF SAID LOT 6; THENCE NORTH $89^{\circ}51'16''$ WEST 165.57 FEET; THENCE SOUTH $0^{\circ}03'45''$ WEST 88.437 FEET; THENCE SOUTH $89^{\circ}51'16''$ EAST 165.59 FEET TO THE EASTERLY LINE OF LOT 7, BLOCK 22; THENCE SOUTH $0^{\circ}02'57''$ WEST 51.518 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH $89^{\circ}51'16''$ WEST 264.893 FEET MORE OR LESS ALONG THE SOUTHERLY LINE OF SAID LOT 7 TO THE SOUTHWEST CORNER OF LOT 7; ALONG THE WESTERLY LINE OF LOTS 6 & 7 NORTHEASTERLY 265.31 FT MORE OR LESS TO THE NORTHWEST CORNER LOT 6 THENCE SOUTH $89^{\circ}51'16''$ EAST 264.893 FEET MORE OR LESS ALONG THE NORTHERLY LINE OF LOT 6 TO THE POINT OF BEGINNING.

ST. GEORGE BLVD.
PUBLIC STREET

EXIST. CATCH BASIN
SIR=2754.26
FL=2754.26

EXIST. SIGN
SIR=2749.85
FL=2749.85

EXIST. CATCH BASIN
SIR=2755.07
FL=2755.07

EXIST. SIGN
SIR=2755.58
FL=2755.58

EXIST. CATCH BASIN
SIR=2755.12
FL=2755.12

EXIST. SIGN
SIR=2755.58
FL=2755.58

FOUND DE NAIL

FOUND SIGN

P.O.B.

EXIST. SIGN

HARDING PLAZA LLC
PARCEL NO. 99-320-A

BRANDON LARSON
PROPERTIES LLC
PARCEL NO. 99-320-A

3RD WEST
CONDOMINIUMS
PARCEL NO. 99-305-A-1

300 WEST STREET
PUBLIC STREET

FOUND REBAR & CAP (202)

FOUND SPIKE AT THE INTERSECTION OF 300 WEST & TABERNACLE

BASIS OF BEARING
N 88° 25' 21" E
215° 58' (HEAS.)