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, December 15, 2022 commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Reading of a proclamation proclaiming Saturday, December 17, 2022 as Wreaths Across America Day.**

2. **Mayor's recognitions and updates.**

3. **Consent Calendar.**

   a. **Consider approval to purchase playground equipment, installation, playground shade structure, and surfacing from Big T Recreation.**

   BACKGROUND and RECOMMENDATION: Bloomington Hills Park was built in 1985; and the playground was installed in December of 2001. Recently, the playground was removed for safety reasons. This project will be to replace the old playground and to have it ADA accessible.

   b. **Consider approval of communication fiber and equipment for new substations.**

   BACKGROUND and RECOMMENDATION: This is for fiber connection from new substations to operations center. Staff recommends approval.

   c. **Consider award of a bid to Feller Enterprises for the Bloomington Hills Berm Project.**

   BACKGROUND and RECOMMENDATION: Recent flooding in the area has created the need to improve and enlarge the drainage facility to mitigate flooding of homes. Staff recommends awarding the bid to Feller Enterprises in the amount of $85,656.70.

   d. **Consider approval to award bid to Arrowhead Waste LLC for commercial solid waste removal at City facilities.**

   BACKGROUND and RECOMMENDATION: This was a formal bid process in order to establish a current solid waste removal contract for all City locations. Two (2) companies submitted proposals. Staff recommends awarding the bid to Arrowhead Waste LLC in the amount of $14,905.26 per month.

e. **Consider approval to award bid to Scholzen Products for the supply of 8" diameter PVC waterline materials and appurtenances.**

BACKGROUND and RECOMMENDATION: Bids were received by two (2) vendors for the supply of approximately 3,840 LF of 8" PVC Waterline and appurtenances. The materials will be used to replace existing waterlines in the downtown area of approximately 300 South 300 West. The waterline in this area of the City is approximately seventy (70) years old, with multiple breaks within the past few years. With these materials, approximately six (6) blocks of waterline will be replaced. The installation of the waterline will be by Water Services Department crews and equipment. Staff recommends award the bid to Scholzen Products in the amount of $171,224.88.

f. **Consider approval of a Professional Services Agreement with Sunrise Engineering for the design of the Tonaquint Cemetery expansion.**

BACKGROUND and RECOMMENDATION: The City of St. George purchased four (4) acres of property that sits between Dixie Drive and Tonaquint Cemetery for a Cemetery expansion. This expansion is needed as the number of available burial lots is limited at the Tonaquint Cemetery and there are no lots available at the City Cemetery. Staff recommends approval of entering into the Professional Services Agreement with Sunrise Engineering.

g. **Consider approval of a Professional Services Agreement with Horrocks Engineers, Inc. for the design of George Washington Boulevard Bridge over the Virgin River.**

BACKGROUND and RECOMMENDATION: The George Washington Boulevard Bridge has been planned for many years. It provides an essential direct connection to I-15 on the west and ultimately the Southern Parkway on the east. Work has been underway for several months on geotechnical, environmental, and floodplain mapping (by another consultant). The right of way was acquired last year. This connection will alleviate traffic on River Road. Staff recommends entering into the Professional Services Agreement with Horrocks Engineers, Inc.

h. **Consider approval of an agreement to purchase real property, a portion of common area, from Bridle Gate Homeowners Association for widening of the 3000 East Roadway.**

BACKGROUND and RECOMMENDATION: The City desires to acquire .022 acres of property for the widening of 3000 East roadway located at 3000 East and Seegmiller Drive. Staff recommends purchasing the property in the amount of $29,600.

i. **Consider approval of an Agreement to Purchase Real Property from Woodland Estates, LLC for a park.**

BACKGROUND and RECOMMENDATION: This agreement includes the purchase of a lot adjacent to the Woodland Estates Townhomes subdivision for a new park. Staff recommends purchasing the property in the amount of $420,146.80.

j. **Consider approval of a Lease Agreement with St. George Musical Theatre.**

BACKGROUND and RECOMMENDATION: St. George Musical Theatre has outgrown current location and seeks property on which they can build a new Theatre. The lease agreement allows the St. George Musical Theatre to construct a new theatre and parking on land owned by the City. Staff recommends approval.

4. **Consider approval of an ordinance amending the Desert Color Planned Development (PD-C) zone for 110 single and multi-family units to be known as Sage Haven Phases 14 & 15 on approximately 33.77 acres located generally south of Painted Ridge Parkway & Desert Sage Parkway and just west of the previously approved Sage Haven phases. Case No. 2022-ZCA-049**

BACKGROUND and RECOMMENDATION: Auburn Hills and Desert Color Resort have been the focus of development in Desert Color over the past few years. Last year Sage Haven was approved, and construction has since commenced. The first phases of Regency at Desert Color have been approved. With construction well underway in all of these areas, Desert Color is seeking approval for the next two phases of Sage Haven. The Planning Commission recommended approval with a vote of 5-0, with comments and conditions.

5. **Consider approval of an ordinance amending the Boulder Creek Crossing Planned Development Commercial (PD-C) zone to build a new dental office building approximately 0.55 acres located on lot 14 at 1260 East 1450 South Street to be known as Save Dental. Case No. 2022-ZCA-048**

BACKGROUND and RECOMMENDATION: The Boulder Creek Crossing Planned Development Commercial (PD-C) was first approved in 2015. This proposal is for a new two story 5,139 sq. ft. dental office building, with the second story being a office (635 sq. ft.) for Save Dental. The underlying general plan is Commercial (COM). This proposal is on the west side of River Road in the Boulder Creek Crossing Planned Development (PD-C). At their meeting held on the Planning Commission held a public hearing and recommended approval with a vote of 5-0, with conditions.

6. **Consider approval of an ordinance amending the Stonebridge Planned Development Residential (PD-R) zone to amend Phases 4 and 5 in the Sienna Park Condominiums development to update the buildings and conceptual site plan as well as add seven (7) additional units to this development on approximately 5.11 acres located at 271 North Country Lane, for a project to be known as Sienna Park Condos. Case No. 2022-ZCA-044**

BACKGROUND and RECOMMENDATION: The original Stonebridge development was created in the 1990's. This 660-unit development started with the dedication of nine holes to the Sunbrook Golf Course. The entire development consists of single and multifamily neighborhoods including Sienna Park Condominiums. A public hearing was held for this project at the Planning Commission meeting on November 15, 2022 and continued until the November 22, 2022 meeting. At their meeting held on November 22, 2022, the Planning Commission recommended approval with a vote of 5-0, with conditions.

7. **Consider approval of an ordinance amending portions of the City Code, including Title 3, Business and License Regulations, to add Mobile Business along with its operational requirements, time limits, and expiration date; and to amend portions of Title 10, Zoning Regulations, to add Mobile Business to be permitted in the C-2 and/or C-3 zone along with its specific standards, application, and parking requirements.**

BACKGROUND and RECOMMENDATION: This is a continuation of a request is to add mobile business to Title 3, Business and License Regulations, and to create specific standards in Title 10, Zoning Regulations, for these businesses. This item was presented to the City Council at a Work Meeting on October 27, 2022 for discussion and was heard by the Planning Commission on November 15, 2022, where they recommended approval with a vote of 7-0. On November 17, 2022, the City Council approved an amendment pertaining to the expiration of business licenses; however, they continued the proposed amendment to add mobile businesses to Title 3 and Title 10.

8. **Consider approval of the amended preliminary plat for Sienna Park Condominiums for the addition of seven (7) units to the original approval of seventy (70) units; this amendment will increase the total number of units to seventy-seven (77).**

BACKGROUND and RECOMMENDATION: The general plan land use designation for this property is Low Density Residential (LDR) and the zoning on this property is Planned Development Residential (PD-R). The preliminary plat meets both the current general plan land use designation and the zoning on the property. At their meeting held on November 22, 2022, the Planning Commission recommended approval with a vote of 5-0

9. **Consider approval of the preliminary plat for Jamestown Subdivision, a 3-lot residential subdivision located at approximately 960 West Manzanita Road.**

BACKGROUND and RECOMMENDATION: The current land use designation on this property is Low Density Residential (LDR) and the current zoning on the property is R-1-10. The preliminary plat meets both the current general plan land use designation and the current zoning on the property. At their meeting held on November 22, 2022, the Planning Commission recommended approval with a vote of 5-0, with conditions.

10. **Consider approval of the preliminary plat for Red Pine Phases 3-4, a 46-lot residential subdivision located at approximately 2890 South 3430 East.**

BACKGROUND and RECOMMENDATION: The general plan land use designation for this property Low Density Residential (LDR) and the current zoning is R-1-8. The preliminary plat meets both the current general plan land use designation and zoning. At their meeting held on November 15, 2022, the Planning Commission recommended approval with a vote of 7-0, with conditions.

11. **Consider approval of the preliminary plat for Sage Haven Preliminary Plat C, a 112-lot residential subdivision located within the Desert Color development near the intersection of Painted Ridge Parkway and Desert Sage Parkway.**

BACKGROUND and RECOMMENDATION: The current general plan land use designation on the property is RES (Residential) and the current zoning is PDR (planned development residential). The proposed preliminary plat meets both the current general plan land use designation and the current zoning on the property. At their meeting held on November 22, 2022, the Planning Commission recommended approval with a vote of 5-0.

12. **Consider approval of an ordinance to amend the Master Fee Schedule for fees related to the pass-through rate from the Solid Waste District.**

BACKGROUND and RECOMMENDATION: The Washington County Solid Waste District Board and the Washington County Water Conservancy District Board recently approved rate increases affecting the residents of Washington County and will directly impact utility customers of the City of St. George. These increases are a pass-through rate from the Solid Waste District and are related to the District's contract with Republic Service as well as a District loan to make improvements to the landfill and the District's Buildings. Included in the FY2023 budget, the City Council approved a $0.13 increase on the garbage service and a $0.07 increase on the recycling service; however, the master fee schedule approved in July did not reflect the increase. Staff recommends approval of the amendment to the Master Fee Schedule to reflect the rate approved in the budget to be effective on January 1, 2023.

13. **Consider approval of an ordinance amending Sections 1-10B-8, 3-10-2, 3-10-4, and 3-10-5 regarding insurance requirements for special events and contracts, amending definitions, providing an exemption from the special events application deadline for reoccurring events with no substantial changes, and requiring a waiver of subrogation on certain insurance certificates.**

BACKGROUND and RECOMMENDATION: The City Council authorized changes to the insurance and bond requirements for special events and contracts in two separate work meetings held on Jul 28, 2022 and October 27, 2022, in many cases lowering the previous requirement of $1M/$3M insurance. In the first meeting, the City Council also told staff that an exemption should be made to the 45-day application requirement for special events for reoccurring events with no substantial changes and indicated it wanted to annually review the reoccurring events in order to raise any concerns. Staff is also recommending that the requirement currently in policy be memorialized in City ordinance that a waiver of subrogation be provided on certain certificates of insurance for special events and contracts. On August 3, 2022, Marc Mortensen sent an email to City Council with proposed criteria to constitute a substantial change and followed up with an email on August 15, 2022. No feedback was received on the suggested criteria and so they have been included in the definition proposed in the ordinance amendment.

14. **Consider approval of ordinance amending Chapter 13 of the City Code regarding Surplus Property.**

BACKGROUND and RECOMMENDATION: A work session held with Council to discuss the proper process to dispose of real and personal city property. An ordinance prepared memorializing direction of the Council.

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

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

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

Christina Fernandez, City Recorder

December 10, 2022
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.

PROCLAMATION

WHEREAS, Wreaths Across America is a non-profit organization that began in 2006 as an extension of the Arlington National Cemetery Wreath Project; and

WHEREAS, the project originally started in 1992 when wreaths donated by the Worcester Wreath Company were placed on the headstones of our Nation's Fallen Heroes during the holidays; and

WHEREAS, the Utah State Society Daughters of the American Revolution, having partnered with Wreaths Across America in a mutual mission to remember the fallen, honor those who have served and teach children the value of freedom; and

WHEREAS, family members, friends and citizens of all ages will volunteer their time to adorn the gravesites with Christmas wreaths in a stirring tribute to the courage and sacrifice of those who have guarded and preserved our nation's freedom throughout history; and

WHEREAS, this year marks the 12th anniversary of this event taking place at Tonaquint Cemetery; and

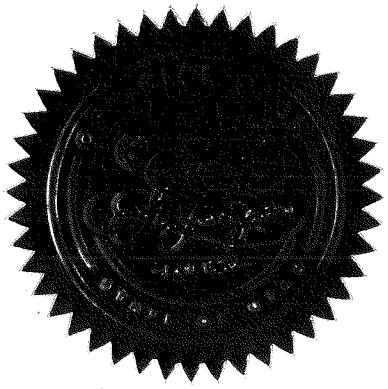
WHEREAS, today, Wreaths Across America ceremonies will be held throughout the state at participating cemetery locations to gratefully remember and honor Utah's veterans and to thank them once again for their service to our country during this holiday season.

NOW, THEREFORE, I, Michele Randall, Mayor, along with City Council of the City of St. George, Utah, do hereby proclaim Saturday, December 17, 2022 as:

WREATHS ACROSS AMERICA DAY

in the City of St. George and encourage all residents of St. George and the surrounding area to join together on this solemn day of remembrance and to participate in these ceremonies.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 15th day of December, 2022.



Michele Randall, Mayor

Agenda Date: 12/15/2022 **Agenda Item Number:** 3a

Subject:

Consider approval to purchase playground equipment, installation, playground shade structure, and surfacing from Big T Recreation.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

2859 South Redwood Tree Circle

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

Bloomington Hills Park was built in 1985; and the playground was installed in December of 2001. Recently, the playground was removed for safety reasons. This project will be to replace the old playground and to have it ADA accessible.

Staff Narrative (need/purpose):

Bloomington Hills Park sits at the center of the Bloomington Hills South neighborhood. This Park is used daily by the residents that surround it. The new playground will provide recreation opportunities to this neighborhood and community. The equipment that has been selected will be an improvement to what had been there.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $285,491

Amount approved in current FY budget for item: $485,000

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

funding source:

Budgeted

Description of funding source:

RAP tax funds

Recommendation (Include any conditions):

Staff recommends approval.

Agenda Date: 12/15/2022 **Agenda Item Number:** 3b

Subject:

Consider approval of the purchase of communication fiber and equipment for new substations.

Item at-a-glance:

Staff Contact: Laurie Mangum

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

811 East Red Hills Pkwy

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

This is for fiber connection from new substations to operations center.

Staff Narrative (need/purpose):

This will provide connections for new substations that matches the existing equipment.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

CITY OF ST. GEORGE PURCHASE REQUISITION

175 East 200 North, St. George, UT 84770

REQUISITION DATE: 11/14/22

REQUESTING DEPARTMENT: Energy

REQUESTING DIVISION: Scada

☐ PO REQUEST

☐ REQUEST FOR PAYMENT (invoice attached)

VENDOR NAME:	H&L Instruments
VENDOR #	(If this is a new vendor, please attach W-9)
VENDOR ADDRESS:	PO Box 580 34 Post Road North Hampton NH 032862-0580
SHIP TO LOCATION:	City of St.George 695 E Waterworks Dr St.George Ut 84770
SPECIAL INSTRUCTIONS:	

PROCUREMENT TYPE:

- ☐ 3 QUOTES (ATTACHED)
- ☐ FORMAL BID # _____
- ☐ STATE CONTRACT # _____
- ☐ EMERGENCY PURCHASE (FORM ATTACHED)
- ☐ SOLE SOURCE (FORM ATTACHED)
- ☐ O.E.M. ITEM
- ☐ CONTRACTED SOFTWARE SUPPORT FEE
- ☐ REQUIRED TRAVEL / TRAINING
- ☐ CITY-SPONSORED EVENT
- ☐ PROFESSIONAL SERVICE (PSA ATTACHED)
- ☐ OTHER (MUST EXPLAIN): _____

CONTRACT REQUIREMENTS:

- ☐ This does NOT require a contract
- ☐ Contract drafted by City's Legal Department
- ☐ Contract drafted by Vendor; reviewed & approved by City's Legal Department

BUDGET INFORMATION (Only required for capital outlay items):

PROJECT TITLE OR LOCATION: Fiber Mux Upgrade

IS THE TOTAL AMOUNT APPROVED IN THE BUDGET? ☐ YES ☐ NO

BUDGETED AMOUNT: $ 94,500.00

WILL THIS ITEM / SERVICE BE RECEIVED / COMPLETED BEFORE THE FISCAL YEAR END? ☐ YES ☐ NO

QUANTITY	DESCRIPTION OF ITEM OR SERVICE	ACCOUNT NUMBER	UNIT PRICE	ESTIMATED COST
11	570.570-ES-16-77-15 570 w/Ethernet, SLIC,1310nm, 7 RS-232, 1 RS232/485 ports, 120Vac/125Vdc	5313-7444	4,500.00	$ 49,500.00
				$ 0.00
8	570.570-E-8-77-15 570E-8 Fiberoptic Xcvr, 1310nm SFP, Ethernet, 7 RS-232, 1 RS232/485/125Vdc	5313-7473	4,500.00	$ 36,000.00
				$ 0.00
2	570.570-E-8-77-75 570E-8 Fiberoptic Xcvr, 1310nm SFP, Ethernet, 7 RS-232, 1 RS232/485 ports,	5313-7473	4,500.00	$ 9,000.00
				$ 0.00
	Quote Date: 11/11/2022			$ 0.00
	Quote ID: QTE-02153			$ 0.00
				$ 0.00
				$ 0.00

If purchase exceeds $1,000 it is expected that a minimum of 3 bids/quotes be obtained and attached. If 3 bids/quotes were not obtained, an appropriate procurement type must be selected above.

VENDOR	QUOTE
H&L Instruments	$94500.00

SUBTOTAL	$ 94,500.00
FREIGHT / SHIPPING CHARGES	0.00
OTHER CHARGES (must specify)	0.00
TOTAL	$ 94,500.00

REQUESTED BY: (printed name)	AL Woodcock	Date:	11/14/22	Signature:	Al Woodcock Digitally signed by Al Woodcock Date: 2022.11.15 07:59:41 -07'00'
AUTHORIZED SIGNER: (printed name)	Tom Birrell Refer to Authorized Signers List (up to $25,000)	Date:	11/14/22	Signature:	Tom Birrell
DEPARTMENT HEAD: (printed name)	Laurie Mangum	Date:	11/14/22	Signature:	Laurie Mangum
CITY MANAGER: (printed name)	(required when any procurement policies are waived)	Date:		Signature:	
LEGAL DEPARTMENT: (printed name)	(required when any procurement policies are waived)	Date:		Signature:	
PURCHASING: (printed name)		Date:		Signature:	

City Council Approval Date (if applicable): _____

rev20211108

H&L Instruments, LLC
PO Box 580
34 Post Road
North Hampton, NH 03862-0580
USA
DUNS # 09-255-8931
603-964-1818
www.hlinstruments.com

Quotation

Quote Date: **11/11/2022**
Quote ID: **QTE-02153**
Sales Representative:

Quote To: **City of St. George**
175 East 200 North
St. George, UT 84770
USA

Ship To: **City of St George**
795 E. Redhills Pky
St. George, UT 84770

Contact: **Al Woodcock**
Phone: 435-703-0906
Fax: 435-634-5834

Customer Reference	Lead Time	Quote Expiration Date
email 7/13 + Bob's Phone Call		

Terms	Tax Status	FOB Point	Ship Via	Preferred Carrier	Freight
Net 30	Not Exempt	Origin			Billed

Line	Quantity	Part - Description	UM	Unit Price	Extension
1	11.0000	**570:570-ES-16-77-15 570 w/Ethernet, SLIC,1310nm, 7 RS-232, 1 RS232/485 ports, 120Vac/125Vdc**	EA	4,500.0000	$49,500.00
2	8.0000	**570:570-E-8-77-15 570E-8 Fiberoptic Xcvr, 1310nm SFP, Ethernet, 7 RS-232, 1 RS232/485 ports,120Vac/125Vdc**	EA	4,500.0000	$36,000.00
3	2.0000	**570:570-E-8-77-75 570E-8 Fiberoptic Xcvr, 1310nm SFP, Ethernet, 7 RS-232, 1 RS232/485 ports, 18-75Vdc**	EA	4,500.0000	$9,000.00

11/11/2022 8:43:17 AM BOB - Network Upgrade Project - 34 total 570E units (OVER 2 YEARS - 2022 and 2023) QTE-02153 - 1st Year

1st year budget - $94,000.00 (shown on this quote -QTE 02153)
- 11 units 16 port WITH SLIC 130Vdc
-8 units 8 port NO SLIC 130Vdc
-2 units 8 port NO SLIC 18-75Vdc
=21 total units for 1st year budget - $94,000.00

2nd year budget (shown on second quote - QTE 02157)
-1 unit 16 port WITH SLIC 130Vdc
-12 units 8 port NO SLIC 130Vdc
=13 total units for 2nd year budget

Line Item Sub Total:	**$94,500.00**
Service Charge Total:	**$0.00**
Total Before Tax:	**$94,500.00**

Quoted by: x
(Authorized agent of H&L Instruments, LLC)

Accepted by: x
(Authorized agent of City of St. George)

1 JAN 2016

Sole Source Purchase

To ensure the fair and equitable treatment and to foster effective broad-based competition, a standard procurement process is followed whenever public funds are expended. Sole source contract awards do not involve a standard procurement process **and should only be used when justified after reasonable research has been conducted** to determine there are no other available sources can provide the needed goods or services.

Circumstances for which a sole source may be justified include:

(a) An item for which there is no comparable product or service, such as a one-of-a-kind item available from only one vendor;

(b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only directly from the manufacturer; or

(c) An exclusive maintenance, service, or warranty agreement.

Utah Administrative Code R33-8-101a
See Also St. George City Code 1-10-B-5

NAME: Al Woodcock DEPARTMENT: Energy/Substation

DATE: 11/14/2022 Merchant: H&L Instruments

Product Description: H&L Fiber

Why is the service or product only available from this single supplier?

To match existing equi9pment

Could the product be reasonably modified to allow for competition? ○ YES ○ NO

Detail all research performed to determine there is only one source for this item. Including a list of names and vendors contacted that may provide similar products and a summary of their response:

H&L manufactures a Proprietary Secure Fiber Multiplexer system
which we already use.

Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase: _____
Department Head Signature

Agenda Date: 12/15/2022 **Agenda Item Number:** 3c

Subject:

Consider award of a bid to Feller Enterprises for the Bloomington Hills Berm Project.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Bloomington Hills near Hemlock Circle

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

Recent flooding in the area has created the need to improve and enlarge the drainage facility to mitigate flooding of homes. Staff recommends awarding the bid to Feller Enterprises in the amount of $85,656.70.

Staff Narrative (need/purpose):

This contract will reconstruct the existing drainage facilities and enlarge the drainage channel and berm. Six bids were received for the project.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $85,656.70

Amount approved in current FY budget for item: $150,000

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

N/A

Description of funding source:

The city budgeted drainage funds. Drainage utility fund.

Recommendation (Include any conditions):

Approval

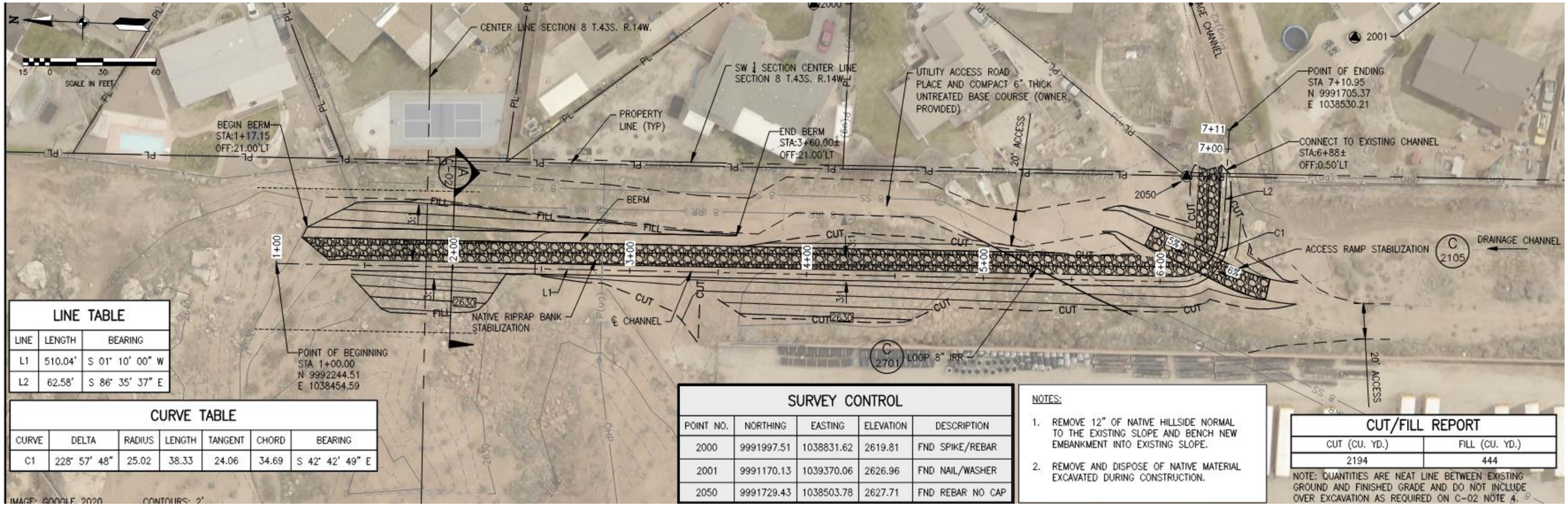
BID SCHEDULE SUMMARY
BLOOMINGTON HIILLS BERM PROJECT
ST. GEORGE CITY
Bids Were Opened On: Thursday, November 17, 2022

BOWEN COLLINS & ASSOCIATES

BASE BID				Engineer's Option		Feller Construction		Progressive Contracting		Skyline Creations		Sunroc		Vancon		Whitaker Construction		Unit Price Summary		
Item No.	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	*Average*	*Low*	*High*
1	Mobilization, Demobilization, and Administrative Items (Not to exceed 8% of Total Base Bid	1	LS	$ 4,000.00	$ 4,000.00	$ 6,340.00	$ 6,340.00	$ 10,000.00	$ 10,000.00	$ 9,500.00	$ 9,500.00	$ 8,252.00	$ 8,252.00	$ 22,000.00	$ 22,000.00	$ 9,000.00	$ 9,000.00	*$ 10,848.67*	*$ 6,340.00*	*$ 22,000.00*
2	Field Survey and Staking	1	LS	$ 2,000.00	$ 2,000.00	$ 2,216.53	$ 2,216.53	$ 4,500.00	$ 4,500.00	$ 3,500.00	$ 3,500.00	$ 8,287.25	$ 8,287.25	$ 10,000.00	$ 10,000.00	$ 3,080.00	$ 3,080.00	*$ 5,263.96*	*$ 2,216.53*	*$ 10,000.00*
3	Excavation and Haul Off, Complete	1	LS	$ 20,000.00	$ 20,000.00	$ 27,805.89	$ 27,805.89	$ 52,000.00	$ 52,000.00	$ 32,000.00	$ 32,000.00	$ 42,610.00	$ 42,610.00	$ 125,000.00	$ 125,000.00	$ 57,600.00	$ 57,600.00	*$ 56,169.32*	*$ 27,805.89*	*$ 125,000.00*
4	Berm Construction including overexcavation, complete	1	LS	$ 10,000.00	$ 10,000.00	$ 11,315.17	$ 11,315.17	$ 18,000.00	$ 18,000.00	$ 34,000.00	$ 34,000.00	$ 11,020.00	$ 11,020.00	$ 36,000.00	$ 36,000.00	$ 12,500.00	$ 12,500.00	*$ 20,472.53*	*$ 11,020.00*	*$ 36,000.00*
5	18-inch Riprap	385	CY	$ 40.00	$ 15,400.00	$ 20.47	$ 7,880.95	$ 42.00	$ 16,170.00	$ 38.96	$ 14,999.60	$ 18.00	$ 6,930.00	$ 90.00	$ 34,650.00	$ 16.50	$ 6,352.50	*$ 37.66*	*$ 16.50*	*$ 90.00*
6	8-ounce Non-Woven Geotextile Fabric	775	SY	$ 3.00	$ 2,325.00	$ 2.73	$ 2,115.75	$ 5.00	$ 3,875.00	$ 10.32	$ 7,998.00	$ 3.25	$ 2,518.75	$ 8.00	$ 6,200.00	$ 4.50	$ 3,487.50	*$ 5.63*	*$ 2.73*	*$ 10.32*
7	Stabalized Construction Entrance	1	EA	$ 2,000.00	$ 2,000.00	$ 1,725.87	$ 1,725.87	$ 2,000.00	$ 2,000.00	$ 8,000.00	$ 8,000.00	$ 1,990.00	$ 1,990.00	$ 5,600.00	$ 5,600.00	$ 3,040.00	$ 3,040.00	*$ 3,725.98*	*$ 1,725.87*	*$ 8,000.00*
8	8-inch Irrigation Loop	1	EA	$ 12,000.00	$ 12,000.00	$ 15,808.57	$ 15,808.57	$ 13,000.00	$ 13,000.00	$ 6,000.00	$ 6,000.00	$ 15,035.00	$ 15,035.00	$ 20,000.00	$ 20,000.00	$ 12,900.00	$ 12,900.00	*$ 13,790.60*	*$ 6,000.00*	*$ 20,000.00*
9	All-weather Access Road, 6" Untreated Base Course (Owner Provided Material)	170	CY	$ 50.00	$ 8,500.00	$ 42.00	$ 7,140.00	$ 53.00	$ 9,010.00	$ 35.30	$ 6,001.00	$ 20.15	$ 3,425.50	$ 65.00	$ 11,050.00	$ 32.50	$ 5,525.00	*$ 41.33*	*$ 20.15*	*$ 65.00*
10	Seeding	1	LS	$ 2,500.00	$ 2,500.00	$ 3,307.97	$ 3,307.97	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00	$ 3,090.00	$ 3,090.00	$ 11,000.00	$ 11,000.00	$ 4,700.00	$ 4,700.00	*$ 4,266.33*	*$ 1,000.00*	*$ 11,000.00*
		Base Bid Price:			**$78,725.00**		**$85,656.70**		**$129,555.00**		**$124,498.60**		**$103,158.50**		**$281,500.00**		**$118,185.00**			
		DIFFERENCE FROM LOW BID:			**-$6,932**		**$0**		**$43,898**		**$38,842**		**$17,502**		**$195,843**		**$32,528**			
		% DIFFERENCE FROM LOW BID:			**-8.09%**		**0%**		**51%**		**45%**		**20%**		**229%**		**38%**			

Notes:

1. Skyline creations bid totals shown in red were corrected for arithmetic errors.
2. Skyline Creations did not include a copy of their contractors and business licenses.



LINE TABLE		
LINE	LENGTH	BEARING
L1	510.04'	S 01° 10' 00" W
L2	62.58'	S 86° 35' 37" E

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	228° 57' 48"	25.02	38.33	24.06	34.69	S 42° 42' 49" E

SURVEY CONTROL				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
2000	9991997.51	1038831.62	2619.81	FND SPIKE/REBAR
2001	9991170.13	1039370.06	2626.96	FND NAIL/WASHER
2050	9991729.43	1038503.78	2627.71	FND REBAR NO CAP

NOTES:

1. REMOVE 12" OF NATIVE HILLSIDE NORMAL TO THE EXISTING SLOPE AND BENCH NEW EMBANKMENT INTO EXISTING SLOPE.
2. REMOVE AND DISPOSE OF NATIVE MATERIAL EXCAVATED DURING CONSTRUCTION.

CUT/FILL REPORT	
CUT (CU. YD.)	FILL (CU. YD.)
2194	444

NOTE: QUANTITIES ARE NEAT LINE BETWEEN EXISTING GROUND AND FINISHED GRADE AND DO NOT INCLUDE OVER EXCAVATION AS REQUIRED ON C-02 NOTE 4.

Figure 2: Proposed Drainage Channel Site Plan

Agenda Date: 12/15/2022 **Agenda Item Number:** 3d

Subject:

Consider approval to award bid to Arrowhead Waste LLC for commercial solid waste removal at City facilities.

Item at-a-glance:

Staff Contact: Mary Wahl

Applicant Name: City of St. George

Reference Number: RFP #22-038

Address/Location:

175 East 200 North

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

This was a formal bid process in order to establish a current solid waste removal contract for all City locations. Two (2) companies submitted proposals. Staff recommends awarding the bid to Arrowhead Waste LLC in the amount of $14,905.26 per month.

Staff Narrative (need/purpose):

The City currently has 55 different physical locations using a total of 70 dumpster bins ranging in size from 2 YD to 30 YD capacity and is operating on a month-to-month basis for our current solid waste removal service. In order to maintain service and establish a current contract, staff requested proposals for a five (5) year agreement with the option to extend three (3) additional years. Two companies submitted proposals and were reviewed by a six-member committee. The committee felt both companies met all the requirements to fulfill the contract, therefore the deciding factor came down to cost. Cost is estimated to be less than our current expenditure.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $14,905.26 per month

Amount approved in current FY budget for item: $16,000.00 per month

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

N/A

Description of funding source:

N/A

Recommendation (Include any conditions):

Staff recommends awarding the bid to Arrowhead Waste LLC in the amount of $14,905.26 per month.

AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND ARROWHEAD WASTE SERVICES, LLC FOR COMMERCIAL SOLID WASTE REMOVAL

The City of St. George, a municipal corporation, ("CITY"), and Arrowhead Waste Services, LLC ("CONTRACTOR"), doing business as a limited liability company, hereby enter this *Agreement Between the City of St. George and Arrowhead Waste Services, LLC for Commercial Solid Waste Removal* ("Agreement"), effective as of _____ (the "Effective Date"). CITY and CONTRACTOR may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, The CITY desires to hire CONTRACTOR to provide the services described in this Agreement.

WHEREAS, CONTRACTOR has represented to the CITY that CONTRACTOR has the necessary knowledge, experience, abilities, skills, licenses, permits, and resources, and desires to provide the services described herein.

WHEREAS, The Parties have discussed various issues with regard to the services described in this Agreement, have identified terms believed to be acceptable to the Parties, and now desire to memorialize the terms in this Agreement as a final written expression of their agreement.

TERMS

For and in consideration of the payments and agreements hereinafter mentioned, CITY and CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES**. CONTRACTOR shall provide, at CONTRACTOR's sole expense, all equipment and services necessary to provide the services described in this Agreement including Exhibit A and Exhibit B which are attached to this Agreement and fully incorporated herein by reference.

2. **COMPENSATION**. The CITY shall pay CONTRACTOR the amount described in this Agreement. The City shall have no obligation to pay CONTRACTOR any other amounts for any other reason.

3. **DUTIES OF CONTRACTOR**. CONTRACTOR shall secure and pay for all necessary licenses, permits, taxes, fees, and any other costs which are required by City, county, state and federal government or agencies for the performance of solid waste removal for the City. CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the execution of the services described in this Agreement.

4. **GENERAL INSURANCE**. CONTRACTOR shall carry insurance required by law and regulations to protect CONTRACTOR, CITY, CITY's officials, employees, and agents. CONTRACTOR shall not commence work or services under this Agreement until it has provided, and CITY has accepted, Certificates of Insurance and necessary endorsements and has issued the Notice to Proceed. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless CITY, and its officers, directors, employees, and agents from and against all claims, costs, losses and damages caused by, arising out of or resulting from the performance of the services, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself, including the loss of use resulting therefrom), and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

   In any and all claims against CITY or CONTRACTOR or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services, or anyone for whose acts any of them may be liable, the indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

   CONTRACTOR shall secure and maintain during the Agreement time period certain insurance that shall protect CONTRACTOR and CITY, in such manner and amounts as set forth hereinafter. The insurance requirements stipulated herein shall not be construed as limiting CONTRACTOR'S liability.

   All loss or damage arising from obstructions or difficulties which may be encountered in the prosecution of the services, from the action of the elements, or from any act or omission on the part of CONTRACTOR or any supplier, person, or agent employed by CONTRACTOR shall be borne by CONTRACTOR.

5. **INSURANCE CERTIFICATES**. Insurance Certificates shall set forth the following information and shall be signed by an authorized representative of the insurance company: (i) Name and address of the insured, (ii) shall name as CERTIFICATE HOLDER the CITY, (iii) that the locations insured include those listed on Exhibit B, (iv) the number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate, (v) the expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate, (vi) a statement that the insurance covered by the certificate applies to all the operations on and at the locations listed in Exhibit B which are undertaken by the insured during the life of the Agreement (vii) a statement that all coverage is on an occurrence basis

rather than a claims basis, (viii) a provision that the policy or policies may not be cancelled, denied renewal, or reduced in coverage until at least thirty (30) days after written notice has been received by CITY, (ix) a statement that a cross liability or severability of interests' clause is included, unless a separate policy covering CITY is provided (x) name, address, and telephone number of the insurance company's agent of process in Utah, and (xi) other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverages.

6. **COMPENSATION INSURANCE**. CONTRACTOR shall take out and maintain WORKER'S COMPENSATION INSURANCE as required by the Labor Code for all its employees at the sites of, and during the course of the services during the life of this Agreement. Insurance certificates shall provide a waiver of subrogation by the carrier to CERTIFICATE HOLDER. In the event any class of employees engaged in hazardous work under this CONTRACT is not protected by the WORKER'S COMPENSATION STATUTE, CONTRACTOR shall provide special insurance for the protection of such employees not otherwise protected.

7. **COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE**. CONTRACTOR shall procure, and maintain during the life of the Agreement, such general liability and property damage insurance necessary to protect itself, CITY, and the CERTIFICATE HOLDER, performing services under this Agreement, from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this Agreement.

   7.1 CERTIFICATE HOLDER shall be named as additional primary insured without offset against their existing insurance. The INSURANCE ENDORSEMENT shall evidence such provisions.

   7.2 The minimum general liability and property damage liability shall be as follows:

   7.3 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.

   7.4 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.

   7.5 Broad form property damage insurance in an amount not less than $300,000.00 Dollars. Such policy shall include each of the following coverages: (i) Comprehensive form (ii) Premises - operations (iii) Explosion and collapse hazard (iv) Product/completed operations hazard (v) Contractual insurance (vi) Broad form property damage, including completed operations (vii) Personal injury (viii) Fire and extended coverage with endorsement for vandalism and malicious mischief in an amount of at least 50 percent of the Agreement price.

8. **MOTOR VEHICLE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**. CONTRACTOR shall carry and maintain a motor vehicle public liability and property damage insurance coverage on each vehicle used in the performance of the services

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 CONTRACTOR in performing the services in the sum of $1,000,000.00 Dollars.

8.1 Such motor vehicle liability insurance shall include each of the following types:
8.1.1. Comprehensive form, including loading and unloading.
8.1.2 Owned.
8.1.3 Hired.
8.1.4. Non-owned.

CERTIFICATE HOLDER shall be named as additional primary insured without offset against their existing insurance. Insurance certificates shall name CERTIFICATE HOLDER as additional insured.

9. **INDEMNIFICATION**. CONTRACTOR shall indemnify and hold the CITY and each of the CITY's employees, agents, representatives, attorneys, administrators,successors and assigns harmless from any claims, demands, causes of action, liabilities and obligations asserted by any Party arising out of or in any way connected with (a) CONTRACTOR's alleged or actual breach of this Agreement, (b) the inaccuracy of any warranty or representation made by CONTRACTOR, (c) any actual or alleged failure by CONTRACTOR to conform to or comply with any laws or regulations applicable to its obligations herein, (d) any act or omission by CONTRACTOR in the performance of this Agreement. The CITY may select, in the CITY's sole and absolute discretion, attorneys to defend against any action brought against the City for which CONTRACTOR is bound to indemnify the City.

10. **COMMENCEMENT AND TERMINATION**. CONTRACTOR shall commence the services required on March 5, 2023. The initial term period shall be five (5) years. The CITY may, at the CITY's sole and absolute discretion, terminate this Agreement upon 90 days written notice to CONTRACTOR. The CITY may terminate this Agreement at any time if the CITY determines, in the CITY's sole discretion, that CONTRACTOR is in breach of this Agreement or if CONTRACTOR is subject to circumstances that the CITY determines, in its sole and absolute discretion, reflects negatively on the CITY. Section 9 in the Agreement shall survive termination or expiration of this Agreement. This Agreement may be extended for one (1) additional three (3) year period at the end of the initial five (5) year term, the option of which is exercisable at the sole and exclusive discretion of the CITY. CITY shall give 90-day notice of its intent to exercise the renewal clause and CONTRACTOR shall notify CITY whether CONTRACTOR will accept or not, within 30 days of delivery of CITY notice.

11. **TERMINATION FOR NON-APPROPRIATION**. City intends to request the appropriation of funds to be paid for the services provided by CONTRACTOR under this Agreement. However, if sufficient monies required to fully fund City's obligations pursuant to this Agreement are not appropriated beyond the end of the fiscal year, City may terminate this Agreement at the end of any such fiscal year for which funds were appropriated, upon at least ninety (90) days written notice to CONTRACTOR prior to the

end of such fiscal year. Termination for non-appropriation of funds pursuant to of funds pursuant to this Section will be without penalty.

12. **CHANGES TO PICKUPS AND BINS BY CITY**.
    12.1 City may, by providing a 24-hour written notice to CONTRACTOR, reduce or increase the number of pick-ups for each bin, and the CITY will be obligated to pay only for bin services received. This notice may be provided by email to CONTRACTOR and is not subject to the Notice requirements in paragraph 24 of this Agreement.
    12.2 CITY may change its service requirements by increasing or decreasing bin size, or frequency of pick-ups according to CITY's current needs. Fees for services shall be equitably adjusted to reflect changes in bin sizes or frequency of pickups.

13. **COMPENSATION**. CITY shall pay CONTRACTOR the sum indicated on Exhibit B. The City shall accommodate the amount of payment based on any adjustments or modifications as per this Agreement.

14. **STATEMENTS, INVOICES AND PAYMENT**. At the end of each month, CONTRACTOR shall send an itemized statement and copies of each invoice to: invoices@sgcity.org. Invoices shall show the site serviced, and the number and dates of pick-ups per week. Special pickups shall be invoiced and itemized individually, showing the date, location, size of bin picked up, and applicable rate. Payment will be made monthly by the CITY within thirty (30) days of receipt of a proper, undisputed invoice, in accordance with the terms set forth in the contract. Deductions will be made for services missed and not made up. If CONTRACTOR disputes any payments or deductions CONTRACTOR nevertheless shall expeditiously continue to perform the work as set out in the Contract.

15. **RATE INCREASES**. Any proposals by CONTRACTOR for annual rate increases must be submitted to CITY in writing, at least ninety (90) days prior to the end of the relevant calendar year and are subject to negotiations prior to approval or implementation. Notification under this paragraph shall be made by email to the City Purchasing Division to: mary.wahl@sgcity.org.

16. **INTERPRETATION**. Captions and headings are used for reference only and must not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of this Agreement are, by this reference, fully incorporated into this Agreement and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this Agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include," "including," and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "Party" and "Parties" refer only to a named Party or Parties to this Agreement unless the context requires otherwise. All Parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own, independent

counsel or had the opportunity to do so, and this Agreement must be construed fairly and equally as to all Parties as if drafted jointly by them. If there is any conflict between the terms of this Agreement and any other related documents, including any exhibits identified herein, the terms of this Agreement shall prevail.

17. **LIMIT ON AUTHORITY; NO PARTNERSHIP**. Nothing herein shall be deemed to (1) give either Party the authority to act on behalf of the other in any manner or (2) create any type of joint venture or partnership between the Parties in any manner.

18. **ACKNOWLEDGEMENT OF PUBLIC DISCLOSURE LAWS**. CONTRACTOR hereby acknowledges that (1) the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, (2) pursuant thereto all materials submitted by CONTRACTOR pursuant to this Agreement may be subject to disclosure as government records, and (3) the City has no duty or obligation to withhold any such materials from disclosure in any manner.

19. **BENEFICIARIES**. This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, representatives, and successors. This Agreement is intended for the exclusive benefit of the Parties and is not intended and shall not be interpreted as conferring any benefit on any third party.

20. **NO SUBCONTRACTORS OR ASSIGNEES**. CONTRACTOR shall not assign, delegate, or subcontract any of its obligations under this Agreement to any third party without the express written consent of CITY.

21. **COMPLIANCE CERTIFICATION OF LEGAL WORK STATUS**. CONTRACTOR certifies that it does not and will not during the performance of this Agreement knowingly employ workers in violation of 8 USC § 1324a. CONTRACTOR agrees to produce, at CITY's request, such documents which are required to verify compliance with applicable State and Federal laws. If CONTRACTOR knowingly employs workers in violation of 8 USC § 1324a, such violation shall be cause of unilateral cancellation of the contract between CONTRACTOR and CITY. In the event this contract is terminated due to violation of 8 USC § 1324a by CONTRACTOR, CONTRACTOR shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY. In addition, CONTRACTOR may be suspended from participating in future projects with CITY. For purposes of compliance, CITY requires CONTRACTOR 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. CONTRACTOR must maintain authorized documentation of the verification.

22. **AMENDMENT**. The Parties shall not amend or modify this Agreement in any way unless in writing signed by the Parties.

23. **FURTHER ACTION**. Each Party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the Parties in consummating this transaction.

24. **WAIVER**. Neither the failure of either Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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

26. **FORUM AND LAW**. Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue ofany action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

27. **COSTS AND FEES**. In any civil action to enforce this Agreement commenced in a court of proper jurisdiction, the non-prevailing Party shall reimburse the prevailing Party for all costs, excluding attorney's fees, except as otherwise provided in this Agreement, incurred by the prevailing Party, including pre-litigation efforts related to resolving dispute that is the subject of the action. The Parties agree that each shall pay its own attorney's fees.

28. **NOTICES, REQUESTS, AND COMMUNICATIONS**. Unless otherwise set forth herein, all notices, requests, and communications required by this Agreement shall be in writing. Any Party delivering any written document shall deliver the written document by any of the following means: (1) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (2) recognized commercial overnight courier, in which case the written document shall bedeemed delivered one business day after acceptance for next business-day delivery by the courier, or (3) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

CITY
City of St. George
175 E. 200 N.
St. George, UT 84770
Attn: City Attorney
Copy: legal@sgcity.org

CONTRACTOR
Arrowhead Waste Services, LLC
845 N. Industrial Road
St. George, UT 84770
Attn: Rod Staheli
Copy: arrowheadwaste@gmail.com

A Party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a

changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

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

30. **COUNTERPARTS**. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

***

In witness of their intention to be bound by the above covenants, obligations, terms and conditions, the Parties hereby execute this Agreement as follows:

CITY OF ST. GEORGE
175 E. 200 N.
St. George, UT 84770

By: _____
Michele Randall, Mayor

ARROWHEAD WASTE SERVICES, LLC
845 N. Industrial Road
St. George, UT 84770

By: _____
Rod Staheli, Owner

ATTEST:

By: _____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney

By: _____
Alicia Galvany Carlton, Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES

This Scope of Services is attached to and fully incorporated into the Agreement by and between the CITY and CONTRACTOR:

SCOPE OF SERVICES. CONTRACTOR shall:

1. Pick up and dispose of all solid waste and recyclable materials from City Facility locations and sites as listed in the attached **Exhibit B** which is fully incorporated herein for all purposes.
2. Provide and maintain bins at all locations in conformity with all applicable requirements under law.
3. Change any bin, provide any cover, and provide lock bars within 48 hours of any request by the City.
4. Schedule collections so that the collection at any site will be at the same hour of the day on the same day of the week in each succeeding week.
5. Provide service at sites that have bins in close proximity to residential homes after 7:00 am.
6. Provide sufficient personnel and appropriate equipment to maintain the established schedule of collections.
7. Furnish covered (hinged at the rear) metal containers (bins, or metal container, or container) of the type, size, and quantity specified herein, and maintain them in a state of good repair and cleanliness.
8. Bin design and cleanliness shall be in accordance with all applicable rules and regulations of all government agencies including the City and Washington County.
9. Ensure that all metal containers supplied by the CONTRACTOR are steam cleaned inside and out, disinfected, and deodorized as often as required, but not less than once per year, to assure that all bins are sanitary. Cleaning of bins to take place off site. CONTRACTOR shall replace bins that the CITY considers unsafe or unsanitary within 24 hours of a written request by CITY.
10. Ensure that bins are leakproof.

EXHIBIT B

REGULAR MONTHLY SERVICE	SIZE	QTY	PRICE PER LIFT / SERVICE
WASTE BIN	2 YD	3	$8.40 PER LIFT
WASTE BIN	4 YD	17	$15.80 PER LIFT
WASTE BIN	6 YD	36	$22.98 PER LIFT
WASTE BIN	8 YD	4	$30.40 PER LIFT
WASTE BIN	30 YD	8	$194.00 PER PULL
RECYCLE BIN	6 YD	1	$22.98 PER LIFT
PORTABLE TOILET	PORTA-POTTIE	1	$19.63 PER CLEANING
TOTAL UNITS		**70**	
TEMPORARY SERVICE	6 YD & 30 YD		6YD $25 DELIVERY $75 LIFT 30YD $75 DELIVERY $194 PULL
TEMPORARY SERVICE	PORTABLE TOILETS & HAND WASHING STATIONS		PORTABLE TOILETS $79 + $25 CLEANING EACH HAND WASH STATIONS $125 EACH
PRICE PER TON	30 YD		CURRENT FEE $32.50 WE WILL CHARGE ONLY THE SAME LANDFILL FEES AS DICTATED BY WCSW
OVERAGE FEES (IF ANY)	ALL		EXTRA LIFT FEE WILL BE AS THE ABOVE PRICE PER LIFT IF CONTAINER IS OVERFULL AND REQUESTED TO BE LIFTED AGAIN
FUEL SURCHARGE / ENVIRONMENTAL FEES (IF ANY)	ALL		NONE AT THIS TIME. NEGOTIATED WITH SGC ON ANNUAL BASIS
CONTAINER DELIVERY / PICK UP FEE	ALL		NONE
NON SCHEDULED / ADDITIONAL PICK UP FEE FOR REGULAR SITES	ALL		NON SCHEDULED/ADDITIONAL PICK UP FEE WILL BE DONE AT THE PRICE PER LIFT RATE AS STATED ABOVE

Review of RFP 22-038 Commercial Solid Waste Removal

MATRIX	ARROWHEAD WASTE	REPUBLIC SERVICES	EMPIRE WASTE / CIRCLE D
Meets all Qualifications	✓	✓	No proposal submitted
Experience	✓	✓	
Ability to Fulfill Contract	✓	✓	
Meets Local Company Preference	✓	✓	
Lowest Responsible Bidder	✓		

Two companies submitted proposals for RPF 22-038 on 11/03/2022. The review committee felt both companies met all the requirements to fulfill the contract, therefore the deciding factor came down to price. The lowest responsible bidder is Arrowhead Waste LLC. It is the recommendation of the review committee to award the Commercial Solid Waste Removal contract to Arrowhead Waste.

LOCATION NAME	SERVICE ADDRESS	DUMPSTER SIZE * QTY	TYPE	FREQUENCY PER WEEK	ARROWHEAD WASTE			REPUBLIC SERVICES					ARROWHEAD WASTE	REPUBLIC SERVICES	
					COST PER 4 WK / MONTH	SINGLE LIFT		SINGLE LIFT	COST PER 4 WK / MONTH	10% FUEL SURCHARGE			SINGLE LIFT RATE PER 70 UNITS	SINGLE LIFT RATE PER 70 UNITS	
AIRPORT	Rental Car - Wash Bay	2 YD	WASTE	3	$100.80	$8.40		$5.46	$65.52	$6.55			$8.40	$5.46	
AIRPORT	ARFF Building	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
AIRPORT	Terminal Enclosure	6 YD	WASTE	3	$275.76	$22.98		$16.38	$196.56	$19.66			$22.98	$16.38	
AIRPORT	Terminal Enclosure	8 YD	WASTE	3	$364.80	$30.40		$21.73	$260.76	$26.08			$30.40	$21.73	
MILLCREEK PLANT	170 N 3232 E	6 YD	WASTE	1 PER 2 WK	$45.96	$22.98		$16.38	$32.76	$3.28			$22.98	$16.38	
POWER DEPT	811 E RED HILLS PKWY	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
POWER DEPT	811 E RED HILLS PKWY	30 YD	WASTE	1	$776.00	$194.00		$225.00	$900.00	$90.00			$194.00	$225.00	
CITY HALL	175 E 200 N	6 YD	WASTE	2	$183.84	$22.98		$16.38	$131.04	$13.10			$22.98	$16.38	
CITY HALL	175 E 200 N	6 YD	RECYCLE	1 PER 2 WK	$45.96	$22.98		$16.38	$32.76	$3.28			$22.98	$16.38	
TASK FORCE	845 E RED HILLS PKWY	2 YD	WASTE	1	$33.60	$8.40		$5.46	$21.84	$2.18			$8.40	$5.46	
FIRE STATION 6	184 N 2450 E	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
FIRE STATION 7	1912 W 1800 N	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
FIRE STATION 8	1096 BLUE GRASS WAY	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
FIRE STATION 9	2225 E COMMERCE DR	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
FIRESTATION 1	51 S 1000 E	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
FLEET DEPT	931 E RED HILLS PKWY	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
RED HILLS GOLF	1250 N 645 W	2 YD	WASTE	2	$67.20	$8.40		$5.46	$43.68	$4.37			$8.40	$5.46	
RED HILLS GOLF	1250 N 645 W	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
RED HILLS GOLF	1250 N 645 W	30 YD	WASTE	ON CALL*	$388.00	$194.00		$225.00	$450.00	$45.00			$194.00	$225.00	
SOUTHGATE GOLF	1975 S TONAQUINT DR	4 YD	WASTE	2	$126.40	$15.80		$10.92	$87.36	$8.74			$15.80	$10.92	
SOUTHGATE GOLF	1975 S TONAQUINT DR	6 YD	WASTE	2	$183.84	$22.98		$16.38	$131.04	$13.10			$22.98	$16.38	
ST GEORGE GOLF	2190 S 1400 E	4 YD * 2	WASTE	2	$126.40	$15.80		$10.92	$87.36	$8.74			$31.60	$21.84	*2
SUNBROOK GOLF	UNNAMED RD NEAR MALAGA AVE & CLAUDE DR - Republic cannot service - NO GPS LOCATION	30 YD	WASTE	ON CALL*	$388.00	$194.00		$225.00	$450.00	$45.00	CIRCLE D		$194.00	$225.00	
SUNBROOK GOLF	2366 W SUNBROOK DR	6 YD * 2	WASTE	2	$367.68	$22.98		$16.38	$262.08	$26.21			$45.96	$32.76	*2
BLOOMINGTON SOFTBALL	650 W MAN O WAR	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
CANYONS SOFTBALL COMF	1890 W 2000 N	6 YD * 4	WASTE	1	$367.68	$22.98		$16.38	$262.08	$26.21			$91.92	$65.52	*4
CHILDRENS MUSEUM	86 S MAIN ST	6 YD	WASTE	2	$183.84	$22.98		$16.38	$131.04	$13.10			$22.98	$16.38	
COMMONS BLDG	220 N 200 E	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
COMMONS - N PARKING	220 N 200 E	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
ELECTRIC THEATER	68 E TABERNACLE	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
LITTLE VALLEY PICKLEBALL	2149 HORSEMAN PARK DR	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
LITTLE VALLEY SOFTBALL	2995 S 2350 E	6 YD * 2	WASTE	1	$183.84	$22.98		$16.38	$131.04	$13.10			$45.96	$32.76	*2
LITTLE VALLEY SOFTBALL	2995 S 2350 E	8 YD	WASTE	1	$121.60	$30.40		$21.73	$86.92	$8.69			$30.40	$21.73	
OPERA HOUSE	212 N MAIN ST	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
REC CENTER	285 S 400 E	8 YD	WASTE	2	$243.20	$30.40		$21.73	$173.84	$17.38			$30.40	$21.73	
SHAC	1144 N 2400 W	6 YD * 2	WASTE	2	$367.68	$22.98		$16.38	$262.08	$26.21			$45.96	$32.76	*2
MILLCREEK PARKS YARD	390 N 3050 E	6 YD * 4	WASTE	2	$735.36	$22.98		$16.38	$524.16	$52.42			$91.92	$65.52	*4
FIRE STATION 3	2330 S RIVER RD	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
FIRE STATION 5	140 N DIXIE DR	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
TONAQUINT CEMETERY	1851 S DIXIE DR	30 YD	WASTE	ON CALL*	$388.00	$194.00		$225.00	$450.00	$45.00			$194.00	$225.00	
TONAQUINT GARDEN	1851 S DIXIE DR	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
FREE CLINIC TRAILHEAD	1036 E RIVERSIDE DR	RESTROOM	PORTA POT	1	$78.52	$19.63		$22.50	$90.00	$9.00			$19.63	$22.50	
GREENHOUSE / JC SNOW P	300 E 900 S	30 YD	WASTE	2	$1,552.00	$194.00		$225.00	$1,800.00	$180.00			$194.00	$225.00	
SEEGMILLER FARM	3000 E 2450 S	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
ST GEORGE LIBRARY	88 W 100 S	6 YD	WASTE	2	$183.84	$22.98		$16.38	$131.04	$13.10			$22.98	$16.38	
4 S MAIN	4 S MAIN	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
MAIN ST PLAZA	MAIN ST PLAZA	4 YD * 2	WASTE	6	$758.40	$15.80		$10.92	$524.16	$52.42	CIRCLE D		$31.60	$21.84	*2
ANIMAL SHELTER	605 E SKYLINE DR	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	

POLICE DEPT - PATROL	205 N 300 E	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
SHOOTING RANGE	867 W RED HILLS PKWY	4 YD * 2	WASTE	ON CALL*	$63.20	$15.80		$10.92	$43.68	$4.37			$31.60	$21.84	*2
TEMP SERVICE	TEMP SERVICE PER PROJECT	30 YD	WASTE	ON CALL*	$388.00	$194.00		$225.00	$450.00	$45.00			$194.00	$225.00	
STREETS	895 E RED HILS PKWY	6 YD	WASTE	1	$91.92	$22.98		$16.38	$65.52	$6.55			$22.98	$16.38	
SUNTRAN	953 E RED HILLS PKWY	4 YD	WASTE	1	$63.20	$15.80		$10.92	$43.68	$4.37			$15.80	$10.92	
WASTEWATER TREATMENT	3780 S 1550 W	4 YD * 3	WASTE	2	$379.20	$15.80		$10.92	$262.08	$26.21			$47.40	$32.76	*3
WASTEWATER TREATMENT	3780 S 1550 W	30 YD	WASTE	1 PER 2 WK	$388.00	$194.00		$225.00	$450.00	$45.00			$194.00	$225.00	
WATER DEPT	620 WATERWORKS DR	30 YD	WASTE	1 PER 2 WK	$388.00	$194.00		$225.00	$450.00	$45.00			$194.00	$225.00	
COST PER TON	AVG 50 TONS PER MONTH	30 YD			$1,625.00	$32.50		$38.00	$1,900.00	$190.00			$32.50	$38.00	
				*ON CALL CALCULATED AS 1 PER 2 WK		$2,547.83		$2,526.29	$12,607.12	$1,260.71			$2,801.15	$2,690.31	
MONTHLY CHARGE + FUEL SURCHARGE					$14,905.26				$15,022.33					$ 269.03	
				YEARLY COST	$178,863.12				$180,267.95				$2,801.15	$2,959.34	
				5 YR COST	$894,315.60				$901,339.74						
FUEL SURCHARGE					NONE				10%						
6 YD TEMP SERVICE	6 YD TEMP SERVICE	DELIVERY			$25.00				$70.00						
		LIFT			$75.00				$16.38						
30 YD TEMP SERVICE	30 YD TEMP SERVICE	DELIVERY			$75.00				$75.00						
		LIFT			$194.00				$225.00						
PORTABLE TOILET TEMP SE	PORTABLE TOILET TEMP SERV	DELIVERY			$79.00				$50.00						
		CLEANING			$25.00				$22.50						
HAND WASHING TEMP SER	HAND WASHING TEMP SERV	DELIVERY			$125.00				$75.00						
		CLEANING			$0.00				$30.00						
EXTRA LIFT	EXTRA LIFT				SAME AS REGULAR				$15.00						

Agenda Date: 12/15/2022 **Agenda Item Number:** 3e

Subject:

Consider approval to award bid to Scholzen Products for the supply of 8" diameter PVC waterline materials and appurtenances.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Downtown Area Approx 300 W 300 S

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

Bids were received by two (2) vendors for the supply of approximately 3,840 LF of 8" PVC Waterline and appurtenances. The materials will be used to replace existing waterlines in the downtown area of approximately 300 South 300 West. The waterline in this area of the City is approximately seventy (70) years old, with multiple breaks within the past few years. With these materials, approximately six (6) blocks of waterline will be replaced. The installation of the waterline will be by Water Services Department crews and equipment. Staff recommends award the bid to Scholzen Products in the amount of $171,224.88.

Staff Narrative (need/purpose):

Each year, portions of the waterlines in the downtown area are budgeted to be replaced as they are aging and failing. There have been numerous pipeline failures in the 300 W 300 S area of the City. The materials to be purchased will allow us to replace 6 block of waterline in the downtown area.

Name of Legal Dept approver: Jami Brackin

Budget Impact:

Cost for the agenda item: $171,224.88

Amount approved in current FY budget for item: $250,000

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

funding source:

User Rates

Description of funding source:

User Rates

Recommendation (Include any conditions):

Staff recommends award the bid to Scholzen Products in the amount of $171,224.88 for the supply of waterline materials and appurtenances.

City of St. George
400 E Area Water Line Replacement
October 17, 2022

DESCRIPTION	VENDOR	VENDOR	VENDOR
	FERGUSON WATERWORKS	SCHOLZEN PRODUCTS	
PARTS FOR WATERLINE REPLACEMENT	$ 182,339.01	$ 171,224.88	
TOTAL:	**$ 182,339.01**	**$ 171,224.88**	

Scholzen Products Company, Inc.
548 West 100 North
HURRICANE, UT 84737
Tel. 435-635-4441 Fax. 435-635-9403

QUOTE

Customer Copy

Order Number	6693770-00
Order Date	10/11/22
Page	1 of 3

Bill To: **ST GEORGE CITY**
ACCOUNTS PAYABLE
175 EAST 200 NORTH
ST GEORGE, UT 84770-2845

Ship To: **ST GEORGE CITY**
WATER DEPARTMENT
175 E 200 N
ST GEORGE, UT 84770

Customer #	Quoted to	Quoted by	Instructions	Ship Via
102837		jds		Hold Email

Line	Item #	Description	UM	Ordered	Unit Price	Amount
		MUST HAVE A VALID PO# OR WHO PLACE THE ORDER!				
1	kek81d640m	6" MJ HYDRANT 4' TRENCH	EA	4	3067.12	12268.48
2	PV080-900DR14	8" AWWA C-900 DR-14 PIPE PVC	FT	3840	27.59	105945.60
3	ty086mft-i	8"X 6" MJ X FLG TEE IMPORT 422556	EA	7	217.16	1520.12
4	eb2008psc	8"MEGALUG FOR PVC W/ ACCS PVCPK4008	EA	38	72.90	2770.20
5	eb2006psc	6"MEGALUG FOR PVC W/ ACCS PVCPK4006	EA	13	50.90	661.70
6	ty08ms-i	8"MJ SLEEVE IMPORT 137412	EA	6	160.52	963.12
7	RO101BS-905-007	8 X 3/4 BRONZE SADDLE IPS OR CI 9.05 X 3/4"	EA	48	83.49	4007.52
8	FOF1100-3-Q-NL	3/4" MIP X CTS "Q" CORP STOP	EA	48	48.54	2329.92
9	FOC14-33-Q-NL	3/4" CTS COMP X FIP Q JOINT FEMALE ADAPTER	EA	48	23.41	1123.68
10	eb1508	8" JOINT RESTRAINT FOR C-900 PRC1108	EA	52	84.03	4369.56
11	FOST-GEORGE 77	2" COPPER SETTER W/ANGLE CK VHH77-95037-0	EA	1	1484.00	1484.00
12	FOC84-77-Q-NL	2" CTS X MIP "Q" JOINT MALE ADAPTER	EA	2	105.20	210.40
13	fo55	2" INSERT STIFFNER CTS	EA	2	3.08	6.16
14	RO202BS-962-020	8 X 2 BRONZE SADDLE IPS OR CI 202BS-9.05 X 2 IP	EA	2	157.26	314.52
15	FOFB1100-7-Q-NL	2" MIP X CTS "Q" GRIP CORP STOP	EA	2	283.25	566.50
16	BR17301239	17 X 30 X 24 BLK METER BOX	EA	1	486.00	486.00
17	TY5564-S	BINGHAM AND TAYLOR VALVE BOX 15B5564SWCL35	EA	16	278.15	4450.40
18	ty128mr-i	12"X8" MJ RED LESS ACCS IMPORT 100775	EA	1	103.08	103.08
19	eb2012psc	12"MEGA LUG FOR PVC W/ACCS PVCPK4012	EA	1	127.91	127.91

Contin

Total Due

TERMS: Customer agrees to pay a service charge of 2% per month, a true rate of 24% per annum on any amount past due and to pay reasonable attorney's fees if it becomes neccessary to file suit to enforce collection. Accounts past due may be placed on a COD basis without notice. Special orders may not be returned or payment refunded. No items will be accepted for return without authorization.
All returns are subject to a restocking charge plus any freight charges incurred.

Scholzen Products Company, Inc.
548 West 100 North
HURRICANE, UT 84737
Tel. 435-635-4441 Fax. 435-635-9403

QUOTE

Customer Copy

Order Number	**6693770-00**
Order Date	**10/11/22**
Page	**2 of 3**

Bill To: **ST GEORGE CITY**
ACCOUNTS PAYABLE
175 EAST 200 NORTH
ST GEORGE, UT 84770-2845

Ship To: **ST GEORGE CITY**
WATER DEPARTMENT
175 E 200 N
ST GEORGE, UT 84770

Customer #	*Quoted to*	*Quoted by*	*Instructions*	*Ship Via*
102837		**jds**		**Hold Email**

Line	*Item #*	*Description*	*UM*	*Ordered*	*Unit Price*	*Amount*
20	ty080fc-i	8"FLG CROSS IMPORT 132325	EA	1	521.26	521.26
21	ke4572x8	8"MJ X FLG GATE VALVE LESS ACC	EA	9	1468.60	13217.40
22	bn8bng	8" BOLT, NUT / GASKET SET	EA	10	14.46	144.60
23	bn6bng	6" BOLT, NUT / GASKET SET	EA	7	14.29	100.03
24	ke4572x6	6"MJ X FLG GATE VALVE LESS ACCS	EA	7	959.41	6715.87
25	ty086ft-i	8" X 6" FLANGED TEE IMPORT 132943	EA	1	428.10	428.10
26	ty08mfa-i	8"MJ X FLG ADPT LESS ACC IMPORT 371205	EA	1	147.47	147.47
27	ty08m45-i	8"MJ 45 BEND LESS ACCS IMPORT 100270	EA	2	131.61	263.22
28	6" c-900 dr-14	6" c-900 dr-14 pvc pipe	each	100	16.09	1609.00
29	RO202BS-962-015	8.63-9.62 X 1-1/2" BRASS SADDLE	EA	1	214.90	214.90
30	FOFB1100-6-Q-NL	1 1/2 MIP X CTS "Q" GRIP CORP STOP	EA	1	211.66	211.66
31	FOST-GEORGE 76	1-1/2" COPPER SETTER W/ANGLE CK VHH76-95037-0	EA	1	1218.00	1218.00
32	BR17301239	17 X 30 X 24 BLK METER BOX	EA	1	486.00	486.00
33	FOC14-66-Q-NL	1 1/2" CTS COMP X FIP Q JOINT FEMALE ADAPTER	EA	1	92.35	92.35
34	RO101BS-690-010	6 X 1 BRONZE SADDLE IPS OR CI 101BS-6.90 X 1"IP"	EA	1	66.49	66.49
35	FOF1100-4-Q-NL	1" MIP X CTS "Q" CORP STOP	EA	1	73.42	73.42
36	FOST-GEORGE 74	1" COPPER SETTER W/DUAL CHECK VBHC74-95317-04-NL	EA	1	557.84	557.84
37	BR1520-18-BLK	18" DEEP STD METER BOX 15 X 20 #15201010	EA	2	75.92	151.84
38	eb1108dsc	8" MEGALUG FOR D.I.W/ACCS SGDPPK08	EA	2	75.00	150.00

Contin

Total Due

TERMS: Customer agrees to pay a service charge of 2% per month, a true rate of 24% per annum on any amount past due and to pay reasonable attorney's fees if it becomes neccessary to file suit to enforce collection. Accounts past due may be placed on a COD basis without notice. Special orders may not be returned or payment refunded. No items will be accepted for return without authorization. All returns are subject to a restocking charge plus any freight charges incurred.

Scholzen Products Company, Inc.
548 West 100 North
HURRICANE, UT 84737
Tel. 435-635-4441 Fax. 435-635-9403

QUOTE

Customer Copy

Order Number	**6693770-00**
Order Date	**10/11/22**
Page	**3 of 3**

Bill To: **ST GEORGE CITY**
ACCOUNTS PAYABLE
175 EAST 200 NORTH
ST GEORGE, UT 84770-2845

Ship To: **ST GEORGE CITY**
WATER DEPARTMENT
175 E 200 N
ST GEORGE, UT 84770

Customer #	*Quoted to*	*Quoted by*	*Instructions*	*Ship Via*
102837		**jds**		**Hold Email**

Line	*Item #*	*Description*	*UM*	*Ordered*	*Unit Price*	*Amount*
39	ty084seb-i	8"X4" MJ SEB RED LESS ACCS. IMPORT 134060	EA	1	116.00	116.00
40	ty086seb-i	8"X6"MJ SEB RED LESS ACCS. IMPORT 134084	EA	1	105.45	105.45
41	eb1104dsc	4"MEGALUG FOR D.I. W/ ACCS.	EA	1	37.11	37.11
42	SP12/1-BLUE	12/1UF TRACER WIRE-BLUE 500'/2500'	FT	4000	222.00	888.00
	Total					171224.88
	Invoice Total					171224.88

Last Page

Lines Total 42

Total Due	**171224.88**

TERMS: Customer agrees to pay a service charge of 2% per month, a true rate of 24% per annum on any amount past due and to pay reasonable attorney's fees if it becomes neccessary to file suit to enforce collection. Accounts past due may be placed on a COD basis without notice. Special orders may not be returned or payment refunded. No items will be accepted for return without authorization.
All returns are subject to a restocking charge plus any freight charges incurred.

PROJECT- 400 West Area Replacement			VENDOR-	
#	QUANTITY	ITEM	UNIT PRICE	EXT. PRICE
1	4	4' Bury Grease Filled MJ Hydrant		$0.00
2	3840	8" DR14 C-900		$0.00
3	7	8" X 6" MJ X Flange Tee		$0.00
4	38	8" PVC Megapack		$0.00
5	13	6" PVC Megapack		$0.00
6	6	8" Solid Sleeve		$0.00
7	48	8" X 3/4" Brass Saddle		$0.00
8	48	3/4" CTS Corp		$0.00
9	48	3/4" CTS Compression		$0.00
10	52	8" Joint Restraints		$0.00
11	1	2" Meter Setter		$0.00
12	2	2" CTS X MIP Comp		$0.00
13	2	2" Insert		$0.00
14	2	8" x 2" Brass Saddle		$0.00
15	2	2" CTS Corp		$0.00
16	1	2" Meter Box		$0.00
17	16	Bingham & Taylor Complete Valve Can		$0.00
18	1	12" X 8" MJ Reducer		$0.00
19	1	12" PVC Megapack		$0.00
20	2	8" Flange Cross		$0.00
21	9	8" MJ X Flg Gate Valve		$0.00
22	10	8" BNG		$0.00
23	7	6" BNG		$0.00
24	7	6" MJ X Flg Gate Valve		$0.00
25	1	8" X 6" Flange Tee		$0.00
26	1	8" Flange X MJ Adapter		$0.00
27	2	8" MJ 45 Bends		$0.00
28	100	6" C-900 DR-14 Pipe		$0.00
29	1	8" X 1.5" Brass Saddle		$0.00
30	1	1.5" CTS Corp		$0.00
31	1	1.5" Setter		$0.00
32	1	2" Meter Box		$0.00
33	1	1.5" CTS X FIP		$0.00
34	1	6" X 1" Brass Saddle		$0.00
35	1	1" CTS Corp		$0.00
36	1	1" Setter		$0.00
37	2	1" Meter Boxes		$0.00
38	2	8" DI Megapack		$0.00
39	1	8" X 4" SEB		$0.00
40	1	8" X 6" SEB		$0.00
	1	4"Megapack		
	4000'	Locate wire 12 Gauge Solid		
		FREIGHT		$0.00
		BID TOTAL		$0.00

PROJECT- 400 West Area Replacement			VENDOR-Ferguson Waterworks	
#	QUANTITY	ITEM	UNIT PRICE	EXT. PRICE
1	4	4' Bury Grease Filled MJ Hydrant	3308.188	$0.00
2	3840	8" DR14 C-900	28.00	$0.00
3	7	8" X 6" MJ X Flange Tee	301.70	$0.00
4	38	8" PVC Megapack	106.701	$0.00
5	13	6" PVC Megapack	79.013	$0.00
6	6	8" Solid Sleeve	220.50	$0.00
7	48	8" X 3/4" Brass Saddle	117.954	$0.00
8	48	3/4" CTS Corp	43.47	$0.00
9	48	3/4" CTS Compression	24.27	$0.00
10	52	8" Joint Restraints	110.099	$0.00
11	1	2" Meter Setter	1526.632	$0.00
12	2	2" CTS X MIP Comp	94.206	$0.00
13	2	2" Insert	3.427	$0.00
14	2	8" x 2" Brass Saddle	245.292	$0.00
15	2	2" CTS Corp	313.506	$0.00
16	1	2" Meter Box	359.898	$0.00
17	16	Bingham & Taylor Complete Valve Can	233.948	$0.00
18	1	12" X 8" MJ Reducer	220.50	$0.00
19	1	12" PVC Megapack	168.317	$0.00
20	2	8" Flange Cross	785.40	$0.00
21	9	8" MJ X Flg Gate Valve	1586.739	$0.00
22	10	8" BNG	23.464	$0.00
23	7	6" BNG	21.546	$0.00
24	7	6" MJ X Flg Gate Valve	1015.417	$0.00
25	1	8" X 6" Flange Tee	553.70	$0.00
26	1	8" Flange X MJ Adapter	182.00	$0.00
27	2	8" MJ 45 Bends	178.50	$0.00
28	100	6" C-900 DR-14 Pipe	16.787	$0.00
29	1	8" X 1.5" Brass Saddle	245.061	$0.00
30	1	1.5" CTS Corp	189.546	$0.00
31	1	1.5" Setter	1173.152	$0.00
32	1	2" Meter Box	359.898	$0.00
33	1	1.5" CTS X FIP	82.698	$0.00
34	1	6" X 1" Brass Saddle	92.55	$0.00
35	1	1" CTS Corp	65.748	$0.00
36	1	1" Setter	570.10	$0.00
37	2	1" Meter Boxes	186.186	$0.00
38	2	8" DI Megapack	80.038	$0.00
39	1	8" X 4" SEB	151.90	$0.00
40	1	8" X 6" SEB	137.90	
	1	4"Megapack	62.476	
	4000'	Locate wire 12 Gauge Solid	.33	
		FREIGHT		
		BID TOTAL		$182339.01

FERGUSON WATERWORKS

FEI - ST. GEORGE WW 1807
1087 EAST COMMERCE DR
SAINT GEORGE, UT 84790-6796

Phone: 435-703-7090
Fax: 435-656-0931

Deliver To: 110957
From: David Kent
Comments:

09:54:04 OCT 17 2022

FERGUSON WATERWORKS #1600
Price Quotation
Phone: 435-703-7090
Fax: 435-656-0931

Bid No: B220655
Bid Date: 10/11/22
Quoted By: DRK

Cust Phone: 435-627-4000
Terms: NET 10TH PROX

Customer: ST GEORGE CITY
WATER & IRRIGATION DEPT
175 EAST 200 NORTH
ACCOUNTS PAYABLE
SAINT GEORGE, UT 84770-2845

Ship To: CUSTOMER PICK-UP

Cust PO#: 400 W AREA WATERLINE

Job Name: WATER & IRRIGATION DEPT

Item	Description	Quantity	Net Price	UM	Total
MA423LAOLMJGRSUSP	5-1/4 A423 HYD 4'6 6 MJ OL L/A GRS	4	3308.188	EA	13232.75
DR14BPX	8 C900 DR14 PVC GJ BLUE PIPE	3840	28.000	FT	107520.00
MJFTLAXU	8X6 MJXFLG C153 TEE L/A	7	301.700	EA	2111.90
FUFR1500CA8OSU	8IN UFR1500-CA-OS-U JT REST	38	106.701	EA	4054.64
FUFR1500CA6OSU	6IN UFR1500-CA-OS-U JT REST	13	79.013	EA	1027.17
MJLSLAX	8X12 MJ C153 LONG SLV L/A	6	220.500	EA	1323.00
F101BS905IP3	101BS-9.05 X IP3 F/ C900 PVC	48	117.954	EA	5661.79
FF11003QNL	LF 3/4 MIP X CTS QJ COMP CORP ST	48	43.470	EA	2086.56
FC4433QNL	LF 3/4 CTS X CTS QJ COUP	48	24.270	EA	1164.96
FUFR1390C8U	8IN UFR1390-C-U RESTRAINER	52	110.099	EA	5725.15
FVBHH77C15888001NL	LF 2 STTR VBHH77-C15888-001-NL	1	1526.632	EA	1526.63
FC8477QNL	LF 2 MIP X CTS QJ COUP	2	94.206	EA	188.41
FINSERT55	2 CTS PET INS STFNR	2	3.427	EA	6.85
F202BSD905IP7	202BSD-9.05 X IP7 W/2 BANDS	2	245.292	EA	490.58
FFB11007QNL	LF 2 MIP X CTS QJ BALL CORP	2	313.506	EA	627.01
C17301043	18 PLAS BLAC WTR BX W/ SLD L BLT	1	359.898	EA	359.90
BI5B5564SWSGU	15.5X26 CI SLIP VLV BX W/ WTR LID	16	233.948	EA	3743.17
MJRLA12X	12X8 MJ C153 RED L/A	1	220.500	EA	220.50
FUFR1500CA12U	12IN UFR1500-CA-U RESTRAINER	1	168.317	EA	168.32
FCROSSX	8 DI 125# C110 FLG CRS	2	785.400	EA	1570.80
MA236119XOL	8 MJ X FLG RW OL GATE VLV L/A	9	1586.739	EA	14280.65
BGSRR150R18X	8 150# RR 1/8 BLT & RNG SET	10	23.464	EA	234.64
BGSRR150R18U	6 150# RR 1/8 BLT & RNG SET	7	21.546	EA	150.82
MA236119UOL	6 DI MJ X FLG RW OL GATE VLV L/A	7	1015.417	EA	7107.92
FTXU	8X6 DI 125# C110 FLG TEE	1	553.700	EA	553.70
MJFALAX	8 MJXFLG C153 ADPT L/A	1	182.000	EA	182.00
MJ4LAX	8 MJ C153 45 BEND L/A	2	178.500	EA	357.00
DR14BPU	6 C900 DR14 PVC GJ BLUE PIPE	100	16.787	FT	1678.70
F202BSD905IP6	*CVR* 202BSD-9.05 X IP6 W/ 2 BANDS	1	245.061	EA	245.06
FFB11006QNL	LF 1-1/2 MIP X CTS QJ BALL CORP ST	1	189.546	EA	189.55
FVBHH76C15855002NL	LF 1-1/2 STTR VBHH76-C15855-002-NL	1	1173.152	EA	1173.15
C17301043	18 PLAS BLAC WTR BX W/ SLD L BLT	1	359.898	EA	359.90
FC1466QNL	LF 1-1/2 FIP X CTS QJ COMP COUP	1	82.698	EA	82.70
F101BS690IP4	101BS-6.90 X IP4 F/ C900 PVC	1	92.550	EA	92.55
FF11004QNL	LF 1 MIP X CTS QJ CORP	1	65.748	EA	65.75
FVBHC7495317004NL	LF VBHC74-95317-004-NL CSTR	1	570.100	EA	570.10

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https://survey.medallia.com/?bidsorder&fc=1807&on=622488

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1600
Price Quotation

Fax: 435-656-0931

09:54:04 OCT 17 2022
Reference No: B220655

Item	Description	Quantity	Net Price	UM	Total
C13241006	15 PLAS GRN ICV MTR BX W/ BLT DWN	2	186.186	EA	372.37
FUFR1400DA8U	8IN UFR1400-DA-U RESTRAINER	2	80.038	EA	160.08
MJSEBRLAXP	8X4 SEMJ C153 RED L/A	1	151.900	EA	151.90
MJSEBRLAXU	8X6 SEMJ C153 RED L/A	1	137.900	EA	137.90
FUFR1500CA4OSU	4IN UFR1500-CA-OS-U JT REST	1	62.476	EA	62.48
TW12SLDUFBL500	12GA SLD COP UF WIRE BLUE 500	4000	330.000	M	1320.00

Net Total:	$182339.01
Tax:	$0.00
Freight:	$0.00
Total:	$182339.01

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

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https://survey.medallia.com/?bidsorder&fc=1807&on=622488

Agenda Date: 12/15/2022 **Agenda Item Number:** 3f

Subject:

Consider approval of a Professional Services Agreement with Sunrise Engineering for the design of the Tonaquint Cemetery expansion.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

1777 S Dixie Drive

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

The City of St. George purchased four (4) acres of property that sits between Dixie Drive and Tonaquint Cemetery for a Cemetery expansion. This expansion is needed as the number of available burial lots is limited at the Tonaquint Cemetery and there are no lots available at the City Cemetery.

Staff Narrative (need/purpose):

This Professional Services Agreement is to perform design engineering for the Cemetery expansion. The scope of work will include design, survey and mapping, concept planning and electrical engineering for the Tonaquint Cemetery expansion.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $98,000

Amount approved in current FY budget for item: $100,000

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

funding source:

Funded

Description of funding source:

Perpetual Care Fund

Recommendation (Include any conditions):

Staff recommends approval

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CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR TONAQUINT CEMETERY EXPANSION WITH SUNRISE ENGINEERING

This Professional Services Agreement (hereinafter "Agreement") is made and entered into on 11/30/2022 by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Sunrise Engineering, with offices at 11 North 300 West, Washington, Utah 84780 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide designing and engineering services including design, survey and mapping, concept planning and electrical engineering for the Tonaquint Cemetery Expansion projects (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees 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. **ENGAGEMENT OF CONSULTANT.**

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

1.2 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.

1.3 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 §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of

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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 § 1324(a), 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 § 1324(a) 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 excluding 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided 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

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this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work (**"Exhibit A Scope of Services Addendum"**) which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. 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.

2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in **"Exhibit A Scope of Services Addendum"** or in subsequent Work Orders.

2.3 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.**

3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.

3.2 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.

3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event 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 taken by CONSULTANT to mitigate the effect of such delay.

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4. **COMPENSATION.** For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in **"Exhibit A"** and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed **(Ninety Eight Thousand Dollars), $(98,000.00)**.

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

5.1 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.

5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, 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. 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.

5.3 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.

5.4 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 except for attorneys' fees.

5.5 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. CITY shall

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withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.

5.7 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.

5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.

5.9 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.**

6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion 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.

6.2 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.

6.3 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.

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

9. **ACCURACY AND COMPLETENESS.**

9.1 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.

9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.

9.3 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.

9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

10.1 CITY retains and engages 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.

10.2 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.

10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.

10.4 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.

10.5 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.

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10.6 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 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 employees of CONSULTANT.

10.7 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.**

11.1 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.

11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its 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, as applicable.

11.3 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:

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

C. 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.

D. The location of the operations to which the insurance applies.

E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.

F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

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G. 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.

H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.

I. Name, address, and telephone number of the insurance company's agent of process in Utah.

J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

11.4 COMPENSATION INSURANCE: CONSULTANT shall, as applicable, take out and maintain Workers' 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 Workers' Compensation Insurance. The insurance shall include:

A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.

B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.

C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

11.5 COMMERCIAL GENERAL LIABILITY INSURANCE: 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, its 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. The Insurance Endorsement shall evidence such provisions.

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

i. Comprehensive general liability insurance for injuries, including

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accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.

ii. 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 (umbrella coverage may be considered).

iii. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

B. Such policy shall include each of the following coverages (as applicable):

i. Comprehensive form.
ii. Premises - operations.
iii. Explosion and collapse hazard.
iv. Underground hazard.
v. Product/completed operations hazard.
vi. Contractual insurance.
vii. Broad form property damage, including completed operations.
viii. Independent contractors for vicarious liability.
ix. Personal injury.
x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

A. 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.

B. 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, its 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.

C. If Professional Liability coverages are written on a claims-made form:

i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
ii Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
iii. 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

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extended period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the policy must be submitted to CITY for review.

11.7 BUSINESS AUTOMOBILE COVERAGE: 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.

Such business automobile insurance shall include each of the following types:

A. Comprehensive form, including loading and unloading.
B. Owned.
C. Hired.
D. Non-owned.

12. **INDEMNITY AND LIMITATION.**

12.1 Except as otherwise provided herein, 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 professionals, except for attorney's fees, and all court or other dispute resolution costs for:

A. 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;

B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;

C. 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.

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12.2 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 and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

12.3 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.

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

13. **DOCUMENTS.**

13.1 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 the foregoing documents for information and reference and customary marketing and public relations. The originals of all 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.

13.2 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.

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13.3 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.

13.4 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.

13.5 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.**

14.1 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.

14.2 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.

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

15. **TERMINATION.**

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

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

15.3 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.** 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.

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17.1 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.

17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

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

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

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Sunrise Engineering 11 North 300 West Washington, Utah 84780
Attention:	City Attorney	Attention:	Joseph K. Phillips, PE
Copy:	legal@sgcity.org		

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, (excluding reasonable attorney's fees,) 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

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filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) 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 fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.

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

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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 signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall by deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

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 OF ST. GEORGE

DocuSigned by:
Michele Randall 12/1/2022
45F03D8BD52747F...
Mayor Date

CONSULTANT Sunrise Engineering

DocuSigned by:
Joseph Phillips
21DFC44CD832426...
Joseph K. Phillips, PE

ATTEST:

DocuSigned by:
13455BEE25724B4...
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

DocuSigned by:
009F025ECF9E411...
Ryan Dooley, Assistant City Attorney

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EXHIBIT A
SCOPE OF SERVICES ADDENDUM

This Exhibit A Scope of Services Addendum is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the "City") and the following individual or entity ("Contractor"):

Name: Sunrise Engineering

Address: 11 North 300 West, Washington, Utah 84780

Email: jphillips@sunrise-eng.com Phone Number: 435-652-8450

Scope of Services and/or Deliverables by Contractor:

- Management of Engineering Services
- Preliminary Design Phase
- Final Design Phase
- Permitting Phase
- Design Survey and Mapping
- Cemetery Concept Planning
- Electrical Engineering
-
-
-
-

Compensation: City shall pay Contractor the following sum:

- Lump Sum: $95,100.00
- Hourly Rates: $2,900.00
- Total: $98,000.00

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SUNRISE ENGINEERING
11 North 300 West, Washington, Utah 84780
TEL 435.652.8450 | **FAX** 435.652.8416

November 18, 2022

Mr. Shane Moore
Leisure Services Director
City of St. George
175 East 200 North
St. George, UT, 84770

Subject: Engineering Services Fee Proposal for Tonaquint Cemetery Expansion

Dear Mr. Moore,

Sunrise Engineering, Inc. (Sunrise) is pleased to submit this engineering services fee proposal for the project referenced above. We are appreciative of our ongoing work with the **City of St. George** (**City**) and look forward to working with you to bring this project to fruition.

1. BACKGROUND INFORMATION

City has furnished the following project information to Sunrise and Sunrise's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to **City**'s project include the following:

1. Project Name: **Tonaquint Cemetery Expansion**
2. Type of Facility: **Community Cemetery**
3. Size of Facility: **Approximately 5.7 Acres, 1120 Upright Plots, 2214 Flat Plots (see attached Preliminary Project Exhibit)**
4. Facility Location: **St. George**, **Washington**, **Utah**
5. Summary of Improvements: **The access to Dixie Drive at Thunder Junction will be abandoned and the current detention basin will be moved (if required) to the previous intersection at Dixie Drive. The new road will be aligned to the eastern edge of the existing cemetery boundary. The berm being constructed by Maverick at the northwest edge of the project site will tie directly into the proposed extension of the Dixie Drive berm. The berm along Dixie Drive will be reduced in height, but some of the existing trees on the western side of the berm may be saved. The cemetery wall will follow the edge of Maverick's detention basin and will be extended to the north end of Maverick's berm. The existing trees along the current western edge of the cemetery will be saved insofar as possible. A cremation garden will be incorporated along the southern edge of the project site (see attached Preliminary Project Exhibit).**
6. Construction Budget: **Approximately $1.6M**
7. Funding Sources: **Funding by Owner**
8. Relevant Studies, Reports, Plans: **Tonaquint Cemetery Expansion, Conceptual Expansion Plan for Section 9, January 11, 2022, Option 1, prepared by City of St. George; Construction Plans for the Maverick at 1600 South Dixie Drive, dated August 31, 2021, prepared by McNeil Engineering; Tonaquint Cemetery Cremation Garden Construction Drawings, dated April 30, 2014.**
9. Design CAD Standards: **Sunrise CAD Standards**
10. Bidding & Contract Documents: **St. George City Bidding & Contract Documents**

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11. Construction General Conditions: **St. George City General Conditions**
12. Project Specifications: **St. George City Standard Specifications**
13. Expected Construction Start: **July 1, 2023**
14. Number of Prime Construction Contracts: **One**
15. Expected Construction Duration: **150** Calendar Days **(see attached Preliminary Project Schedule)**
16. Owner-Engineer Base Agreement: **St. George City Standard Professional Services Agreement**

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, Sunrise proposes to perform the following engineering Scope of Services:

1. <u>Management of Engineering Services</u>

a) All phases of Sunrise's services will include management of Sunrise's project-specific responsibilities, including but not limited to the following management tasks:
   i) Develop and submit an engineering services schedule.
   ii) Coordinate services within Sunrise's internal team, including subconsultants.
   iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by Sunrise's services or resulting construction.
   iv) Prepare and submit regular engineering services progress reports to **City**.
   v) Conduct ongoing management tasks, including:
      (1) Maintaining communications, records and files pertaining to Sunrise's services.
      (2) With respect to Sunrise's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with **City**; and
      (3) Preparing agendas prior to and minutes following meetings conducted by Sunrise.

b) Sunrise will perform services as an experienced and qualified design professional. The standard of care for all professional engineering and related services performed or furnished by Sunrise under this proposal will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

c) Sunrise may retain subconsultants as Sunrise deems necessary to assist in the performance or furnishing of the services, subject to reasonable and timely objections by **City**.

2. <u>Preliminary Design Phase</u>

a) Upon authorization by **City**, Sunrise will:
   i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from **City**.
      (1) Based on review and assessment of available information and data, advise **City** of any need for **City** to obtain, furnish, or otherwise make available to Sunrise additional information.
   ii) Visit the site as needed to perform the Preliminary Design Phase.
   iii) Relative to design survey and mapping:
      (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by **City**, coordinate with **City**'s utility engineer, utility consultant, or land surveyor for the necessary surveys, mapping, and documentation required for Sunrise's design purposes.
      (2) When surveys, topographic mapping, utility documentation, etc. are to be provided by Sunrise, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
   iv) Relative to above-ground utilities:
      (1) Review above-ground utilities information obtained from others and from observations at the site.
      (2) Make recommendations to **City** regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for Sunrise's design purposes.
   v) Relative to underground facilities:

(1) Review underground facilities data furnished by **City** or others and advise **City** on the need to further identify, investigate, or map underground facilities at or adjacent to the site.
   (a) In **City**'s behalf, and with **City**'s assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
   (b) **City** acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that Sunrise, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.

(2) Support **City**'s efforts to expose, investigate, or pothole underground facilities.

vi) Relative to mitigation of utilities conflicts:

(1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.

(2) Advise **City** regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies, and support **City** in **City**'s efforts to resolve such conflicts.

vii) Prepare a permit summary document that identifies **City**'s permit duties, Sunrise's permit duties, and the contractor's permit duties, and the schedule for permitting activities.

viii) Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:

(1) Design Survey and Mapping

(a) Perform design survey and mapping of the site including the area likely to be affected by the project.

(b) Collect survey points sufficient to map existing hardscape and softscape boundaries, above-ground utilities, surface features, contour features, observed monuments, etc.

(c) Locate controlling monuments necessary to delineate controlling property or right-of-way lines.

(d) Collect data on storm drain, irrigation and wastewater utility flowlines, inverts and similar features, when surface elements of such features are visible and accessible.

(e) Set, at minimum, five control points for use in subsequent surveys and construction staking.

(f) Prepare a topographic base map representing the collected points and data to support the Preliminary Design and Final Design Phases.

(g) Deliver the parcel and topographic base map in State Plane coordinates.

(2) Cemetery Concept Planning

(a) Perform concept planning services with the primary objectives being to maximize burial options for the cemetery expansion while providing screening from the adjacent roadway and creating an authentic pleasing landscape.

(b) Explore three concept design options as quick study plan graphics with differing burial options that include traditional in-ground burial plots (where plots interface with the south border of the project), columbarium walls, in-ground cremation niches, and other burial or memorial options.

(i) Research columbaria and other burial/interment products. It is assumed that any elements proposed for the site will be pre-manufactured or "off-the-shelf" elements.

(ii) Explore layout options of pedestrian paths, seating nodes, and landscape screening berms/buffers.

(iii) Develop an image board of columbarium walls, memorials, and other proposed site improvements.

(iv) Develop a preliminary opinion of construction costs for cemetery-specific items.

(v) Provide three concept design options to City for review and comment.

(c) Develop a preferred concept option and master plan for the improvements.

(i) Integrate design review comments from City into a preferred design option or master plan.
(ii) Update the image board if required.
(iii) Refine and color render the concept plan and add labels.
(iv) Refine the opinion of construction costs for cemetery-specific items.

(d) Provide guidance on site materials and overall plant massing layout.

ix) Prepare a Preliminary Design Phase report summarizing, as appropriate, the Preliminary Design Phase deliverables identified heretofore and Sunrise's findings and recommendations for advancing the project to the Final Design Phase.

(1) The Preliminary Design Phase report will be in the format of a summary memorandum with attachments, or otherwise organized and assembled for ease and practicality of use.

(2) The Preliminary Design Phase report will consider the following matters to the extent applicable to the project:

(a) The project concept, intent, performance criteria, desired outcomes, **City**'s design and construction standards, and **City**-directed improvements and facility elements.

(b) Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; constituents of concern; cultural, historical, and archaeological resources at the site; wetlands information; and evaluations of flora and fauna that may be affected by the project.

(c) The time schedule for completion of the project and estimated schedule(s) for construction.

(d) Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

(e) The impact of project strategies, technologies, and techniques, sustainable features, and enhanced resiliency selected by **City** for inclusion in the project.

(f) The impact of schedules and probable construction cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when necessary and authorized by **City**.

(g) Construction phase quality assurance and quality control needs affecting development of drawings and specifications and other final design and bidding phase documents.

(h) The effect of permits and authorizations by other entities and utility coordination needs.

x) Prepare a preliminary opinion of probable construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by **City**, assist **City** in tabulating the various cost categories which comprise the total project costs.

xi) Prepare preliminary drawings representing roughly 30% design achievement.

xii) Furnish the Preliminary Design Phase report, preliminary opinion of probable construction cost, preliminary drawings, and any other Preliminary Design Phase deliverables to **City**, review the deliverables with **City**, and receive **City**'s comments.

xiii) Revise the Preliminary Design Phase report, preliminary opinion of probable construction cost, preliminary drawings, and any other deliverables in response to **City**'s comments, as appropriate, and submit revised deliverables to **City**.

b) Sunrise's services under the Preliminary Design Phase will be considered complete on the date when Sunrise has delivered to **City** the final Preliminary Design Phase deliverables, as revised.

3. <u>Final Design Phase</u>

a) After acceptance by **City** of the Preliminary Design Phase deliverables, issuance by **City** of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, Sunrise and **City** will discuss, resolve, and document any necessary revisions to Sunrise's Scope of Services, compensation, and the time for completion of Sunrise's services resulting from such instructions or changes.

b) Upon authorization from **City**, Sunrise will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.

c) As part of the preparation of the drawings and specifications, Sunrise will prepare interim drafts for **City**'s review and final drawings and specifications as follows:
   i) First Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, representing approximately 60% design achievement.
   ii) Second Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, addressing **City**'s comments and including appropriate design advancement, representing approximately 90% design achievement.
   iii) Final drawings and specifications (representing 100% design achievement) that address **City**'s comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final opinion of probable construction cost.

d) Perform or furnish the following other Final Design Phase services:
   i) Visit the site as needed to assist in preparing the final drawings and specifications.
   ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by **City** for which contractor will be a co-permittee, together with associated requirements.
   iii) Advise **City** of recommended adjustments to the opinion of probable construction cost.
   iv) Assist **City** in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
   v) Review the preliminary schedule for the construction phase and advise **City** when initial understanding of the construction contract times should be revised.

e) Perform or provide the following supplemental Final Design Phase tasks or deliverables:
   i) Electrical Engineering
      (1) Provide utility coordination for a new power service.
      (2) Coordinate with building or other architectural services to provide source power where applicable.
         (a) Include electrical space planning coordination for power panels and other features in control rooms, etc.
         (b) Design of electrical improvements within any buildings shall be by others.
      (3) Prepare an electrical engineering design for walkway lighting, power receptacles, interment lighting features, etc.
         (a) Prepare a power layout and circuiting design.
         (b) Provide an electrical and lighting fixture layout.
         (c) Design power distribution, panelboards, and switchgear, where applicable.
         (d) Provide construction drawings for improvements within the electrical scope of work.
            (i) Include plan specifications and electrical fixture/feature schedule including manufacturer, catalog number, lamp type, wattage, voltage characteristics for each fixture type, etc.
            (ii) Include consideration of conduit runs for any anticipated future power needs.
      (4) Participate in design and review meetings as reasonably required.
   ii) Sunrise will itemize bid schedule items and quantities related to its Scope of Services for City's use in assembling the total bid schedule for the project.
   iii) Sunrise will prepare special provisions for specific items related to its Scope of Services when standard specifications for such items do not exist within the Project Specifications. The extent of Sunrise's services related to preparing "specifications" is to prepare such special provisions.

f) Furnish for review by **City** the final drawings and specifications, the final opinion of probable construction cost, and any other Final Design Phase deliverables, and review the deliverables with **City**.

g) Revise the Final Design Phase deliverables in response to **City**'s comments, as appropriate, and submit revised deliverables.

h) Sunrise's services under the Final Design Phase will be considered complete on the date when Sunrise has delivered to **City** the final drawings and specifications, final opinion of probable construction cost, and any other Final Design Phase deliverables, as revised.

4. Permitting Phase

a) Concurrent with and following Sunrise's provision of the Final Design Phase deliverables, Sunrise will prepare and submit on **City**'s behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:

i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.

ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.

iii) Prepare and file the following permit applications, with required supporting documentation, for permits from or approvals of authorities having jurisdiction:

(1) St. George City Joint Utility Committee (JUC)

iv) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.

(1) Confer with **City** regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.

(2) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.

v) File on **City**'s behalf revised applications and supporting documents required by authorities having jurisdiction.

b) **City** acknowledges that:

i) Sunrise does not guarantee issuance of any required permit or approval.

ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.

c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of **City** and will be paid directly by **City** or, if paid by Engineer, will be reimbursed by **City**.

3. ADDITIONAL SERVICES

City may authorize Sunrise to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by Sunrise, **City** shall compensate Sunrise under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by **City** and Sunrise, as follows:

1. Additional Services Not Requiring City's Written Authorization

a) Sunrise will advise **City** that Sunrise is commencing to perform or furnish Additional Services of the types listed below. Sunrise shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from **City**.

i) Substantive design and other technical services in connection with work change directives, change proposals, and change orders to reflect changes requested by **City**.

ii) Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those phases or otherwise dependent on the actions of prospective individual bidders or contractors, including:

(1) Revising drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items.
(2) Services after award of the construction contract in evaluating the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project.
(3) Evaluation of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract.
(4) Providing to the contractor or **City** additional or new information not previously prepared or developed by Sunrise for their use in applying for or obtaining permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

iii) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
iv) Additional or extended services arising from (a) the presence at the site of any constituent of concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by the contractor.
v) Implementing coordination of Sunrise's services with other parts of the project that are not planned or designed by Sunrise, unless **City** furnished to Sunrise substantive information about such other parts of the project prior to the parties' entry into this proposal as identified in the Background Information.
vi) Services in connection with any partial utilization of the work by **City** prior to substantial completion.
vii) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), change proposals, or other demands from the contractor or others in connection with the work, or an excessive number of RFIs, change proposals, or demands.
viii) Reviewing a shop drawing or other contractor submittal more than three times, due to repeated inadequate submissions by the contractor.
ix) While at the site, compliance by Sunrise and its staff with those terms of **City** 's or the contractor's safety program provided to Sunrise after the effective date of this proposal that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

2. <u>Additional Services Requiring City's Written Authorization</u>

a) If authorized in writing by **City**, Sunrise will perform or furnish Additional Services of the types listed below. Sunrise shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from **City**.

i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
ii) Preparation of applications and supporting documents (in addition to those furnished under the Scope of Services) for private or governmental grants, loans, or advances in connection with the project.
iii) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of **City** in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
iv) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **City** or others.
v) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by Sunrise, or the project's design requirements, including, but not limited to, changes in size, complexity, **City**'s schedule, character of construction, or method of

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financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this proposal or are due to any other causes beyond Sunrise's control.

vi) Services required due to **City**'s providing incomplete or incorrect project information to Sunrise.

vii) Providing renderings or models for **City**'s use, including development, management, and other services in support of building information modeling or civil integrated management.

viii) Undertaking investigations and studies including, but not limited to:

(1) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design.

(2) Detailed consideration of operations, maintenance, and overhead expenses.

(3) Feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the project and do not include rendering advice regarding municipal financial products or the issuance of municipal securities.

(4) Building, property, or similar appraisals.

(5) Providing services necessary to assist **City** in obtaining licenses for proprietary systems or processes.

(6) Detailed quantity surveys of materials, equipment, and labor.

(7) Audits or inventories required in connection with construction performed or furnished by **City**.

ix) Furnishing the services of Sunrise's subconsultants for tasks other than those identified in the Scope of Services.

x) Services attributable to more prime construction contracts than specified in the Background Information.

xi) Services to arrange for performance of construction services for **City** by contractors other than the principal prime contractor and administering **City**'s contract for such services.

xii) Services during out-of-town travel required of Sunrise, other than for visits to the site or **City**'s office.

xiii) Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by **City**.

xiv) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.

xv) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

xvi) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by **City** and the contractor.

xvii) Any services by Sunrise in connection with **City** or Sunrise providing a document to a requesting party not including **City**, Sunrise, or the contractor.

xviii) Providing Construction Phase services beyond the original date for completion and readiness for final payment of the contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

xix) Preparing contract record drawings and furnishing such contract record drawings to **City**.

xx) Supplementing contract record drawings with information regarding the completed project, site, and immediately adjacent areas obtained from field observations, **City**, utility companies, and other reliable sources.

xxi) Conducting surveys, investigations, and field measurements to verify the accuracy of contract record drawing content obtained from the contractor, **City**, utility companies, and other sources.

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xxii) Preparation of operation, maintenance, and staffing manuals, unless provided for in the Scope of Services.
xxiii) Protracted or extensive assistance in refining and adjusting of project equipment and systems (such as initial startup, testing, and balancing).
xxiv) Assistance to **City** in training **City**'s staff to operate and maintain project equipment and systems.
xxv) Assistance to **City** in developing systems and procedures for (a) control of the operation and maintenance of project equipment and systems, and (b) related recordkeeping.
xxvi) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, **City** in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between **City** and Sunrise).
xxvii) Overtime work requiring higher than regular rates.
xxviii) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
xxix) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
xxx) Extensive services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract, except as identified in the Scope of Services.
xxxi) Other additional services performed or furnished by Sunrise not otherwise provided for in this proposal.

4. OWNER'S RESPONSIBILITIES

City agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Service to be performed by Sunrise.

1. <u>City's General Responsibilities</u>

a) **City** will inform Sunrise of the policies, procedures, and requirements of **City** that are applicable to Sunrise's performance of services under this proposal.
b) **City** will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Sunrise and render in writing timely decisions pertaining thereto.
c) **City** will arrange for safe access to and make all provisions for Sunrise to enter upon public and private property as required for Sunrise to perform services under this proposal.
d) City will give prompt written notice to Sunrise whenever **City** observes or otherwise becomes aware of:
   i) Any development that affects the scope or time of performance of Sunrise's services.
   ii) The presence at the site of any constituent of concern.
   iii) Any relevant, material defect or nonconformance in: (a) Sunrise's services, (b) the work, (c) the performance of any constructor, or (d) **City**'s performance of its responsibilities under this proposal.
e) **City** will advise Sunrise of the identity and scope of services of any independent consultants employed by **City** to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
f) If **City** designates a construction manager, site representative, or any individual or entity other than, or in addition to, Sunrise to represent **City** at the site, **City** will define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Sunrise.

g) **City** will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.

h) **City** will primarily communicate with any of Sunrise's subconsultants through Sunrise and will promptly inform Sunrise of the substance of any communications between **City** and Sunrise's subconsultants and will refrain from directing the services of Sunrise's subconsultants.

i) **City** will authorize Sunrise to provide Additional Services as required.

2. Project Information

a) **City** will provide Sunrise with **City**'s budget for the project, including type and source of funding to be used, and will inform Sunrise if the budget or funding sources change.

b) Except where included in the Scope of Service to be performed by Sunrise, **City** will provide Sunrise with information and data needed by Sunrise for the performance of the Scope of Services, including **City**'s design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.

c) **City** will give instructions to Sunrise regarding **City**'s procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and **City**'s construction contract practices and requirements.

d) **City** will furnish to Sunrise **City**'s standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, **City**'s safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for Sunrise to assist **City** in preparing the bidding/proposal documents and front-end construction contract documents.

3. City-Furnished Services

a) Except where included in the Scope of Service to be performed by Sunrise, **City** will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.

b) Except where included in the Scope of Service to be performed by Sunrise, **City** will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.

c) If there will be an advertisement soliciting bids for construction, **City** will place and pay for such advertisement.

d) Where required, **City** will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.

e) City will perform or provide the following supplemental City-Furnished Services tasks or deliverables:

i) Geotechnical investigation including performing site and laboratory work, geotechnical analysis, and delivery of a report which includes pertinent details and recommendations for site design.

ii) Landscape architecture including landscaping and irrigation design services, including drawings, specifications, bid item tabulations, preliminary costing, etc.

iii) City will prepare bidding/proposal documents and front-end construction contract documents and issue the project for public bid. Sunrise will itemize bid schedule items and quantities related to its Scope of Services for City's use in assembling the total bid schedule for the project.

iv) City will administer the Bidding/Proposal Phase and Construction Phase of the project unless Sunrise's Scope of Services is expanded by amendment to include such services.

f) **City** will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of **City**, prior to their incorporation into the work with appropriate professional interpretation thereof.

g) **City** will provide all legal services, including attorney review of proposed construction contract documents, legal services required by **City**, legal services needed due to issues raised by the contractor, and project-related legal services reasonably requested or recommended by Sunrise.

h) **City** will provide auditing services, including those needed by **City** to ascertain how or for what purpose the contractor has used money paid to it.

5. COMPENSATION

City shall compensate Sunrise for Sunrise's performance of the Scope of Services as hereunder described:

1. **Table of Compensation**

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Preliminary Design Phase	2.2	$28,900	Lump Sum	
Design Survey and Mapping	2.2.a.viii.1	$4,300	Lump Sum	
Cemetery Concept Planning	2.2.a.viii.2	$6,800	Lump Sum	
Final Design Phase	2.3	$49,500	Lump Sum	
Electrical Engineering	2.3.e.i	$5,600	Lump Sum	
Permitting Phase	2.4	$2,900	Hourly Rates	
Total	-	$98,000	-	-

2. **Lump Sum Basis of Compensation**
   a) **City** shall compensate Sunrise for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
   b) Lump sum fees include compensation for Sunrise's services and services of Sunrise's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
   c) The portion of the lump sum amount billed for Sunrise's services will be based upon Sunrise's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.
3. **Hourly Rates Basis of Compensation**
   a) **City** shall compensate Sunrise for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by Sunrise's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
   b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.
   c) The hourly rates and fees charged by Sunrise constitute complete compensation for Sunrise's services, including labor costs, material expenses, overhead, and profit.
   d) Sunrise may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by **City**.

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4. **Estimated Compensation Amounts**
   a) Sunrise's estimate of the amounts that will become payable for hourly rate Phase/Task/Deliverable items specified in the Table of Compensation are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Sunrise under this proposal.
   b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Sunrise that the total compensation amount thus estimated will be exceeded, Sunrise will give **City** written notice thereof, allowing **City** to consider its options, including suspension or termination of Sunrise's services for **City**'s convenience. Upon notice, **City** and Sunrise will promptly review the matter of services remaining to be performed and compensation for such services. **City** shall either exercise its right to suspend or terminate Sunrise's services for **City**'s convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Sunrise, so that total compensation for such services will not exceed said estimated amount when such services are completed. If **City** decides not to suspend the Sunrise's services during the negotiations and Sunrise exceeds the estimated amount before **City** and Sunrise have agreed to an increase in the compensation due Sunrise or a reduction in the remaining services, then Sunrise will be paid for all services rendered hereunder.
5. **Billing Schedule**
   a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by **City** and Sunrise. Invoices are due and payable within thirty (30) days of receipt thereof by **City**.

6. CONCLUSION

If **City** chooses to move forward with the project and Sunrise's engineering services as proposed herein, we recommend execution of a Professional Services Agreement, Purchase Order, or Task Order in a format agreeable to **City**.

Please contact me with any questions or concerns.

Sincerely,

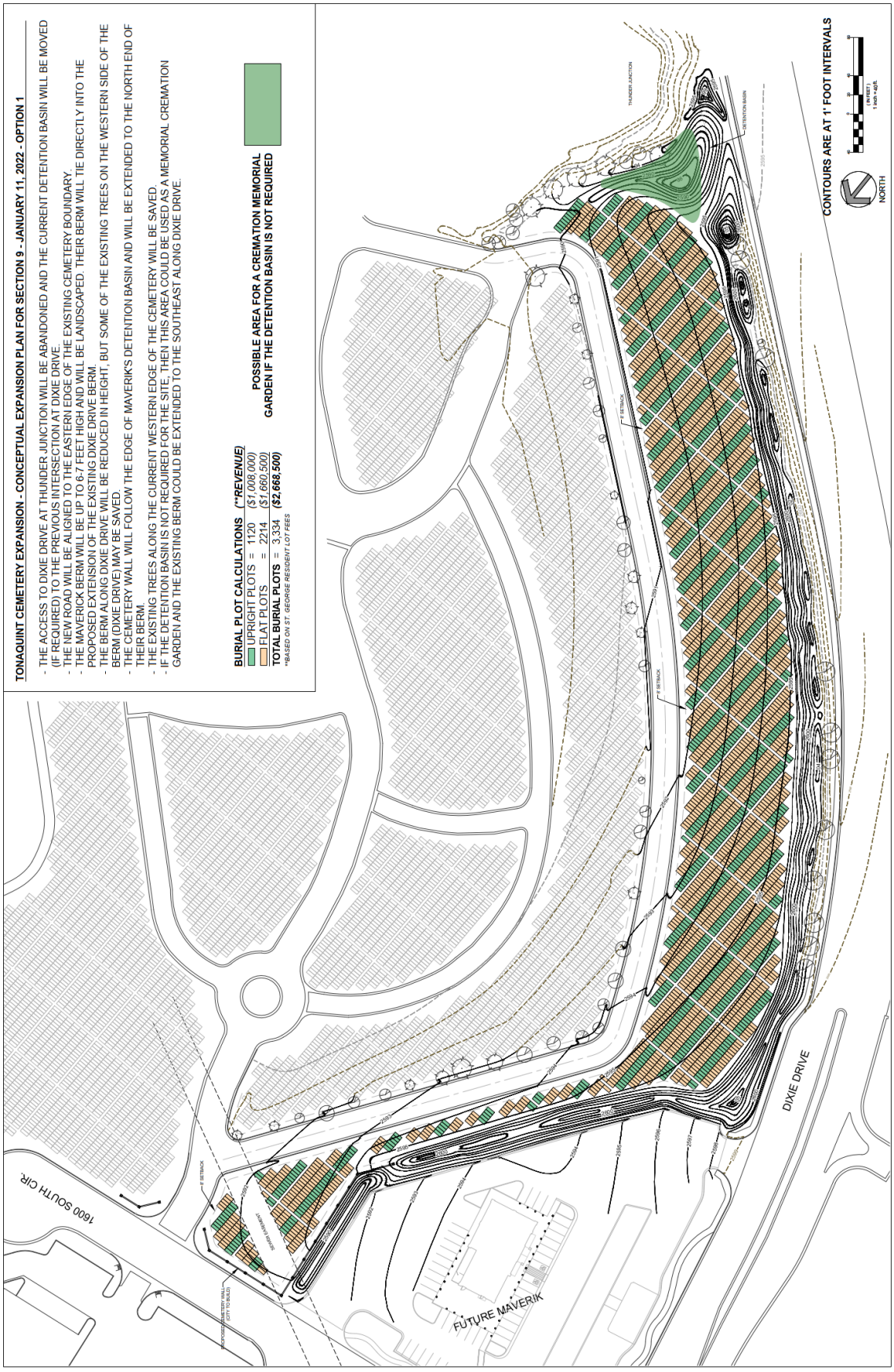


Joseph K. Phillips, PE
Vice President
jphillips@sunrise-eng.com
435.652.8450

Attachments:

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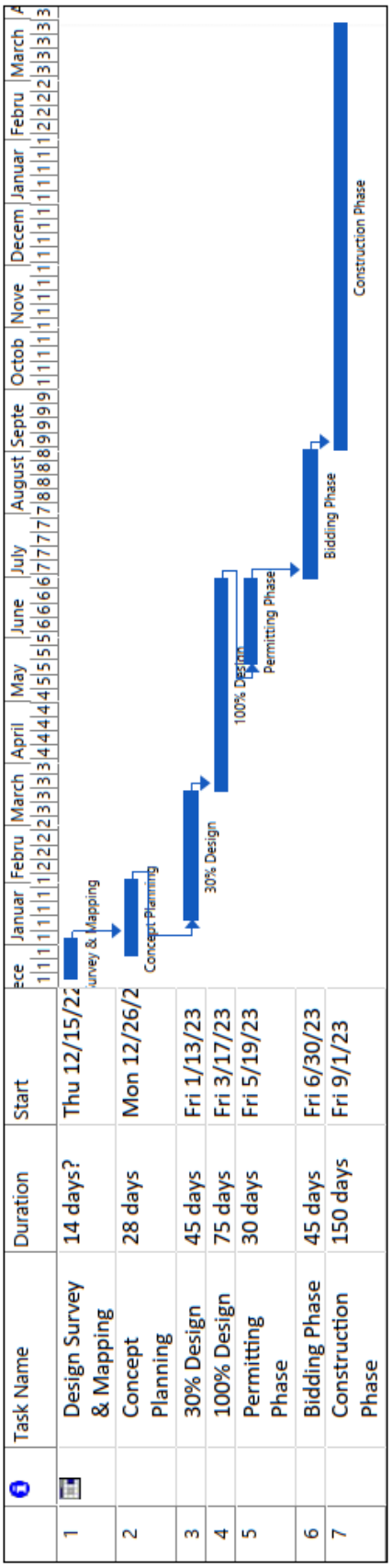
PRELIMINARY PROJECT EXHIBIT



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PRELIMINARY PROJECT SCHEDULE

	Task Name	Duration	Start
1	Design Survey & Mapping	14 days?	Thu 12/15/22
2	Concept Planning	28 days	Mon 12/26/22
3	30% Design	45 days	Fri 1/13/23
4	100% Design	75 days	Fri 3/17/23
5	Permitting Phase	30 days	Fri 5/19/23
6	Bidding Phase	45 days	Fri 6/30/23
7	Construction Phase	150 days	Fri 9/1/23



Wed 11/16/22

Page 1

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SUNRISE ENGINEERING
FEE SCHEDULE

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	$115	500	Funding Specialist	$145
102	Engineer Intern (E.I.T.) II	$128	510	Plan Reviewer	$129
103	Engineer III	$146	511	Building Inspector I	$75
104	Engineer IV	$165	512	Building Inspector II	$100
105	Engineer V	$189	513	Building Inspector III	$125
110	Principal Engineer	$205	525	Building Official	$145
121	Electrical Engineer Intern (E.I.T.) I	$129	601	GIS Tech	$79
122	Electrical Engineer Intern (E.I.T.) II	$145	602	GIS Tech II	$95
123	Electrical Engineer III	$165	611	GIS Specialist I	$120
124	Electrical Engineer IV	$189	613	GIS Analyst	$145
125	Electrical Engineer V	$215	614	GIS Programmer	$155
126	Principal Electrical Engineer	$230	615	GIS Team Leader	$160
301	Engineering Tech I	$81	51	Administrative I	$46
302	Engineering Tech II	$98	52	Administrative II	$61
303	Engineering Tech III	$112	53	Administrative III	$76
304	Engineering Tech IV	$139	96	Public Information Manager	$130
311	Electrical Tech I	$100	701	Planner I	$95
312	Electrical Tech II	$115	702	Planner II	$110
313	Electrical Tech III	$135	703	Planner III	$125
314	Electrical Tech IV	$149	704	Planner IV	$140
315	Electrical Tech V	$165	705	Planner V	$155
351	Construction Observer I	$71	723	Water Rights Specialist III	$145
352	Construction Observer II	$88	921	Survey Tech	$89
353	Construction Observer III	$102	930	Survey CAD Tech	$139
354	Construction Observer IV	$118	935	One Man Survey Crew	$165
401	CAD Drafter I	$82	940	Survey Manager	$175
402	CAD Drafter II	$93	945	Registered Surveyor	$189
403	CAD Drafter/Designer III	$104	950	Principal Surveyor	$209
404	CAD Drafter/Designer IV	$118			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	$0.59 per mile	N/A
Field Vehicle (on site)	$60 per day	N/A
Per Diem Meals	$57 per day	N/A
Troxler Nuclear Density Gauge	$50 per day	N/A
High Density Scanner	$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions. STG 01-2022.3

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Client#: 1515 SUNRISEENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Moreton & Company
P.O. Box 58139
Salt Lake City, UT 84158-0139
801 531-1234

CONTACT NAME: Anne Marie Evans
PHONE (A/C, No, Ext): 801 531-1234 **FAX (A/C, No):** 801-531-6117
E-MAIL ADDRESS: aevans@moreton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Travelers Property Casualty Co. of Am	25674
INSURER C : Pacific Insurance Company	10046
INSURER D : Hanover Insurance Company	22292
INSURER E :	
INSURER F :	

INSURED
Sunrise Engineering, Inc.
25 East 500 North
Fillmore, UT 84631

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAGLB9236405	10/01/2022	10/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZACAT9249105	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP6S46464522	10/01/2022	10/01/2023	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			ZAWCI9423205	10/01/2022	10/01/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)			Stop Gap: WA, WY			E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab			13OH040659622	10/01/2022	10/01/2023	$5,000,000 Ea Clm/Aggr $75,000 Ded.	
D	Valuable Papers			RH4H38783002	10/01/2022	10/01/2023	$100,000	

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

Re: Tonaquint Cemetery Expansion. The City of St. George is listed as an additional primary insured with respect to Sunrise Engineering, Inc. participation in "Tonaquint Cemetery Expansion ". The City of St. George is Primary and Non Contributory for ongoing & completed operations. Waiver of Subrogation on all lines in favor of the certificate holder except Professional Liability. A 30 day Notice of Cancellation will be provided should any of the above described policies be cancelled before the expiration date. Umbrella coverage follows form.

CERTIFICATE HOLDER
City of St. George
175 East 200 North
Saint George, UT 84770

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

AUTHORIZED REPRESENTATIVE
Zachariah Blotcher

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POLICY NUMBER: ZAGLB9236405

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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POLICY NUMBER: ZAGLB9236405

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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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" or "personal and 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: ZAGLB9236405

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ALL PROJECTS

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

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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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: ZAGLB9236405

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022 Policy No. ZAWCI943205 Endorsement No.
Insured SUNRISE ENGINEERING,INC. Premium INCL.
Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

© 1983 National Council on Compensation Insurance.

SUNRISE ENGINEERING
11 North 300 West, Washington, Utah 84780
TEL 435.652.8450 | **FAX** 435.652.8416

November 18, 2022

Mr. Shane Moore
Leisure Services Director
City of St. George
175 East 200 North
St. George, UT, 84770

Subject: Engineering Services Fee Proposal for Tonaquint Cemetery Expansion

Dear Mr. Moore,

Sunrise Engineering, Inc. (Sunrise) is pleased to submit this engineering services fee proposal for the project referenced above. We are appreciative of our ongoing work with the **City of St. George** (**City**) and look forward to working with you to bring this project to fruition.

1. BACKGROUND INFORMATION

City has furnished the following project information to Sunrise and Sunrise's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to **City**'s project include the following:

1. Project Name: **Tonaquint Cemetery Expansion**
2. Type of Facility: **Community Cemetery**
3. Size of Facility: **Approximately 5.7 Acres, 1120 Upright Plots, 2214 Flat Plots (see attached Preliminary Project Exhibit)**
4. Facility Location: **St. George, Washington, Utah**
5. Summary of Improvements: **The access to Dixie Drive at Thunder Junction will be abandoned and the current detention basin will be moved (if required) to the previous intersection at Dixie Drive. The new road will be aligned to the eastern edge of the existing cemetery boundary. The berm being constructed by Maverick at the northwest edge of the project site will tie directly into the proposed extension of the Dixie Drive berm. The berm along Dixie Drive will be reduced in height, but some of the existing trees on the western side of the berm may be saved. The cemetery wall will follow the edge of Maverick's detention basin and will be extended to the north end of Maverick's berm. The existing trees along the current western edge of the cemetery will be saved insofar as possible. A cremation garden will be incorporated along the southern edge of the project site (see attached Preliminary Project Exhibit).**
6. Construction Budget: **Approximately $1.6M**
7. Funding Sources: **Funding by Owner**
8. Relevant Studies, Reports, Plans: **Tonaquint Cemetery Expansion, Conceptual Expansion Plan for Section 9, January 11, 2022, Option 1, prepared by City of St. George; Construction Plans for the Maverick at 1600 South Dixie Drive, dated August 31, 2021, prepared by McNeil Engineering; Tonaquint Cemetery Cremation Garden Construction Drawings, dated April 30, 2014.**
9. Design CAD Standards: **Sunrise CAD Standards**
10. Bidding & Contract Documents: **St. George City Bidding & Contract Documents**

11. Construction General Conditions: **St. George City General Conditions**
12. Project Specifications: **St. George City Standard Specifications**
13. Expected Construction Start: **July 1, 2023**
14. Number of Prime Construction Contracts: **One**
15. Expected Construction Duration: **150 Calendar Days (see attached Preliminary Project Schedule)**
16. Owner-Engineer Base Agreement: **St. George City Standard Professional Services Agreement**

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, Sunrise proposes to perform the following engineering Scope of Services:

1. <u>Management of Engineering Services</u>

a) All phases of Sunrise's services will include management of Sunrise's project-specific responsibilities, including but not limited to the following management tasks:
   i) Develop and submit an engineering services schedule.
   ii) Coordinate services within Sunrise's internal team, including subconsultants.
   iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by Sunrise's services or resulting construction.
   iv) Prepare and submit regular engineering services progress reports to **City**.
   v) Conduct ongoing management tasks, including:
      (1) Maintaining communications, records and files pertaining to Sunrise's services.
      (2) With respect to Sunrise's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with **City**; and
      (3) Preparing agendas prior to and minutes following meetings conducted by Sunrise.

b) Sunrise will perform services as an experienced and qualified design professional. The standard of care for all professional engineering and related services performed or furnished by Sunrise under this proposal will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

c) Sunrise may retain subconsultants as Sunrise deems necessary to assist in the performance or furnishing of the services, subject to reasonable and timely objections by **City**.

2. <u>Preliminary Design Phase</u>

a) Upon authorization by **City**, Sunrise will:
   i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from **City**.
      (1) Based on review and assessment of available information and data, advise **City** of any need for **City** to obtain, furnish, or otherwise make available to Sunrise additional information.
   ii) Visit the site as needed to perform the Preliminary Design Phase.
   iii) Relative to design survey and mapping:
      (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by **City**, coordinate with **City**'s utility engineer, utility consultant, or land surveyor for the necessary surveys, mapping, and documentation required for Sunrise's design purposes.
      (2) When surveys, topographic mapping, utility documentation, etc. are to be provided by Sunrise, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
   iv) Relative to above-ground utilities:
      (1) Review above-ground utilities information obtained from others and from observations at the site.
      (2) Make recommendations to **City** regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for Sunrise's design purposes.
   v) Relative to underground facilities:

(1) Review underground facilities data furnished by **City** or others and advise **City** on the need to further identify, investigate, or map underground facilities at or adjacent to the site.
   (a) In **City**'s behalf, and with **City**'s assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
   (b) **City** acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that Sunrise, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.

(2) Support **City**'s efforts to expose, investigate, or pothole underground facilities.

vi) Relative to mitigation of utilities conflicts:

(1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.

(2) Advise **City** regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies, and support **City** in **City**'s efforts to resolve such conflicts.

vii) Prepare a permit summary document that identifies **City**'s permit duties, Sunrise's permit duties, and the contractor's permit duties, and the schedule for permitting activities.

viii) Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:

(1) Design Survey and Mapping

(a) Perform design survey and mapping of the site including the area likely to be affected by the project.

(b) Collect survey points sufficient to map existing hardscape and softscape boundaries, above-ground utilities, surface features, contour features, observed monuments, etc.

(c) Locate controlling monuments necessary to delineate controlling property or right-of-way lines.

(d) Collect data on storm drain, irrigation and wastewater utility flowlines, inverts and similar features, when surface elements of such features are visible and accessible.

(e) Set, at minimum, five control points for use in subsequent surveys and construction staking.

(f) Prepare a topographic base map representing the collected points and data to support the Preliminary Design and Final Design Phases.

(g) Deliver the parcel and topographic base map in State Plane coordinates.

(2) Cemetery Concept Planning

(a) Perform concept planning services with the primary objectives being to maximize burial options for the cemetery expansion while providing screening from the adjacent roadway and creating an authentic pleasing landscape.

(b) Explore three concept design options as quick study plan graphics with differing burial options that include traditional in-ground burial plots (where plots interface with the south border of the project), columbarium walls, in-ground cremation niches, and other burial or memorial options.

(i) Research columbaria and other burial/interment products. It is assumed that any elements proposed for the site will be pre-manufactured or "off-the-shelf" elements.

(ii) Explore layout options of pedestrian paths, seating nodes, and landscape screening berms/buffers.

(iii) Develop an image board of columbarium walls, memorials, and other proposed site improvements.

(iv) Develop a preliminary opinion of construction costs for cemetery-specific items.

(v) Provide three concept design options to City for review and comment.

(c) Develop a preferred concept option and master plan for the improvements.

(i) Integrate design review comments from City into a preferred design option or master plan.
(ii) Update the image board if required.
(iii) Refine and color render the concept plan and add labels.
(iv) Refine the opinion of construction costs for cemetery-specific items.

(d) Provide guidance on site materials and overall plant massing layout.

ix) Prepare a Preliminary Design Phase report summarizing, as appropriate, the Preliminary Design Phase deliverables identified heretofore and Sunrise's findings and recommendations for advancing the project to the Final Design Phase.

(1) The Preliminary Design Phase report will be in the format of a summary memorandum with attachments, or otherwise organized and assembled for ease and practicality of use.

(2) The Preliminary Design Phase report will consider the following matters to the extent applicable to the project:

(a) The project concept, intent, performance criteria, desired outcomes, **City**'s design and construction standards, and **City**-directed improvements and facility elements.

(b) Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; constituents of concern; cultural, historical, and archaeological resources at the site; wetlands information; and evaluations of flora and fauna that may be affected by the project.

(c) The time schedule for completion of the project and estimated schedule(s) for construction.

(d) Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

(e) The impact of project strategies, technologies, and techniques, sustainable features, and enhanced resiliency selected by **City** for inclusion in the project.

(f) The impact of schedules and probable construction cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when necessary and authorized by **City**.

(g) Construction phase quality assurance and quality control needs affecting development of drawings and specifications and other final design and bidding phase documents.

(h) The effect of permits and authorizations by other entities and utility coordination needs.

x) Prepare a preliminary opinion of probable construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by **City**, assist **City** in tabulating the various cost categories which comprise the total project costs.

xi) Prepare preliminary drawings representing roughly 30% design achievement.

xii) Furnish the Preliminary Design Phase report, preliminary opinion of probable construction cost, preliminary drawings, and any other Preliminary Design Phase deliverables to **City**, review the deliverables with **City**, and receive **City**'s comments.

xiii) Revise the Preliminary Design Phase report, preliminary opinion of probable construction cost, preliminary drawings, and any other deliverables in response to **City**'s comments, as appropriate, and submit revised deliverables to **City**.

b) Sunrise's services under the Preliminary Design Phase will be considered complete on the date when Sunrise has delivered to **City** the final Preliminary Design Phase deliverables, as revised.

3. <u>Final Design Phase</u>

a) After acceptance by **City** of the Preliminary Design Phase deliverables, issuance by **City** of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, Sunrise and **City** will discuss, resolve, and document any necessary revisions to Sunrise's Scope of Services, compensation, and the time for completion of Sunrise's services resulting from such instructions or changes.

b) Upon authorization from **City**, Sunrise will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.

c) As part of the preparation of the drawings and specifications, Sunrise will prepare interim drafts for **City**'s review and final drawings and specifications as follows:
   i) First Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, representing approximately 60% design achievement.
   ii) Second Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, addressing **City**'s comments and including appropriate design advancement, representing approximately 90% design achievement.
   iii) Final drawings and specifications (representing 100% design achievement) that address **City**'s comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final opinion of probable construction cost.

d) Perform or furnish the following other Final Design Phase services:
   i) Visit the site as needed to assist in preparing the final drawings and specifications.
   ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by **City** for which contractor will be a co-permittee, together with associated requirements.
   iii) Advise **City** of recommended adjustments to the opinion of probable construction cost.
   iv) Assist **City** in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
   v) Review the preliminary schedule for the construction phase and advise **City** when initial understanding of the construction contract times should be revised.

e) Perform or provide the following supplemental Final Design Phase tasks or deliverables:
   i) Electrical Engineering
      (1) Provide utility coordination for a new power service.
      (2) Coordinate with building or other architectural services to provide source power where applicable.
         (a) Include electrical space planning coordination for power panels and other features in control rooms, etc.
         (b) Design of electrical improvements within any buildings shall be by others.
      (3) Prepare an electrical engineering design for walkway lighting, power receptacles, interment lighting features, etc.
         (a) Prepare a power layout and circuiting design.
         (b) Provide an electrical and lighting fixture layout.
         (c) Design power distribution, panelboards, and switchgear, where applicable.
         (d) Provide construction drawings for improvements within the electrical scope of work.
            (i) Include plan specifications and electrical fixture/feature schedule including manufacturer, catalog number, lamp type, wattage, voltage characteristics for each fixture type, etc.
            (ii) Include consideration of conduit runs for any anticipated future power needs.
      (4) Participate in design and review meetings as reasonably required.
   ii) Sunrise will itemize bid schedule items and quantities related to its Scope of Services for City's use in assembling the total bid schedule for the project.
   iii) Sunrise will prepare special provisions for specific items related to its Scope of Services when standard specifications for such items do not exist within the Project Specifications. The extent of Sunrise's services related to preparing "specifications" is to prepare such special provisions.

f) Furnish for review by **City** the final drawings and specifications, the final opinion of probable construction cost, and any other Final Design Phase deliverables, and review the deliverables with **City**.

g) Revise the Final Design Phase deliverables in response to **City**'s comments, as appropriate, and submit revised deliverables.

h) Sunrise's services under the Final Design Phase will be considered complete on the date when Sunrise has delivered to **City** the final drawings and specifications, final opinion of probable construction cost, and any other Final Design Phase deliverables, as revised.

4. Permitting Phase

a) Concurrent with and following Sunrise's provision of the Final Design Phase deliverables, Sunrise will prepare and submit on **City**'s behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:

i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.

ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.

iii) Prepare and file the following permit applications, with required supporting documentation, for permits from or approvals of authorities having jurisdiction:

(1) St. George City Joint Utility Committee (JUC)

iv) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.

(1) Confer with **City** regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.

(2) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.

v) File on **City**'s behalf revised applications and supporting documents required by authorities having jurisdiction.

b) **City** acknowledges that:

i) Sunrise does not guarantee issuance of any required permit or approval.

ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.

c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of **City** and will be paid directly by **City** or, if paid by Engineer, will be reimbursed by **City**.

5. Bidding/Proposal Phase

a) Performance by Sunrise of all or a portion of the following tasks depends on **City**'s role and involvement in the Bidding/Proposal Phase work. This project assumes **City** will primarily lead and perform the work of the Bidding/Proposal Phase, with **Sunrise** acting in a secondary or supporting role.

b) After acceptance by **City** of the Final Design Phase deliverables and after having received the necessary permits or assurances thereof, upon authorization by **City** to proceed, and to the extent required by Sunrise's primary or secondary role in the Bidding/Proposal Phase of the work, Sunrise will:

i) Assist **City** in advertising for and obtaining bids or proposals for the work, including the following:

(1) Assist **City** in issuing assembled bidding/proposal documents and proposed construction contract documents to prospective contractors.

(i) City will advertise the project in accordance with its procurement requirements.

(2) If applicable, maintain a record of prospective contractors to which documents have been issued.

(3) Attend pre-bid conferences, if any.

(4) Receive and process contractor deposits or charges, if any, for the issued documents.

ii) Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

iii) Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding/proposal documents.

iv) Attend the bid opening, prepare bid tabulation sheets, and assist **City** in evaluating bids or proposals, assembling final construction contracts for the work for execution by **City** and the contractor, and in preparing notices of award to be issued by **City** for such contracts.

(1) Provide information or assistance needed by **City** during any review of bids, proposals, or negotiations with prospective contractors.

(2) Consult with **City** as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.

(3) If **City** engages in negotiations with bidders or proposers, assist **City** with respect to technical and engineering issues that arise during the negotiations.

c) The Bidding/Proposal Phase will be considered complete upon award of construction contracts for the work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

6. <u>Construction Phase</u>

a) After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by **City** of any instructions for changes in the scope, extent, character, design, schedule, number of prime construction contracts, or other construction requirements of the project during the Construction Phase, Sunrise and **City** will discuss, resolve, and document any necessary revisions to Sunrise's scope of services, compensation, or the time for completion resulting from such modifications or changes to the project.

b) Performance by Sunrise of all or a portion of the following Construction Phase services depends on **City**'s role and involvement in the Construction Phase work and the degree to which **City** assigns services to be performed by Sunrise.

i) This proposal assumes Sunrise will perform Construction Phase services in a **secondary or supporting role to City with City being primarily responsible for the performance of the Construction Phase services described below.**

ii) When serving in a supporting role:

(1) Sunrise shall be responsible and liable only for those Construction Phase services actually performed by Sunrise or professional opinions and interpretations actually rendered by Sunrise.

(2) City waives all claims against Sunrise and its officers, directors, members, partners, agents, employees, and subconsultants that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services actually performed or rendered by Sunrise or its subconsultants.

c) Upon successful completion of the Bidding/Proposal Phase, and upon authorization from **City**, Sunrise will, if serving in a primary role, or may, if serving in a supporting role and as directed by **City**, provide the following services:

i) Designate a project engineer to serve as Sunrise's primary representative to **City** and to lead Sunrise's services as an experienced and qualified design professional.

ii) Consult with **City** and act as **City**'s representative as provided in this proposal and the construction contract. The extent and limitations of the duties, responsibilities, and authority of Sunrise shall be as assigned in the construction general conditions. Except as otherwise provided in the construction contract, **City**'s communications to the contractor will be issued through Sunrise.

iii) Receive, review, and, subject to the criteria of the construction contract, determine the acceptability of schedules that contractor is required to submit to Sunrise, and advise the contractor in writing of Sunrise's comments or acceptance of schedules. Schedules will be acceptable to Sunrise as to form and substance as follows:

(1) Progress Schedule: If it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on Sunrise responsibility for the progress

schedule, for sequencing, scheduling, or progress of the work, nor interfere with or relieve contractor from contractor's full responsibility therefore.

(2) Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required submittals.

(3) Schedule of Values: if it provides a reasonable allocation of the contract price to the component parts of the work.

iv) Assist **City** in the selection of independent testing laboratories, where required, to perform required testing services.

v) Provide **City** with copies of technical information and supporting data previously obtained or developed by Sunrise for **City**'s use, or for **City** to provide to contractor, in obtaining required permits and licenses delegated to the contractor by **City**.

vi) Participate in a pre-construction conference prior to commencement of work at the site; prepare and distribute an agenda for the conference and prepare and distribute minutes of such conference.

vii) Relative to observations of the contractor's work while it is in progress:

(1) Make visits to the site at intervals appropriate to the various stages of the work, as Sunrise deems necessary, to observe as an experienced and qualified design professional, the progress of the contractor's executed work. Such visits and observations by Sunrise, including its construction observer, if any, are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work beyond the responsibilities specifically assigned to Sunrise in this proposal and the construction contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Sunrise's exercise of professional judgment, as assisted by its construction observer, if any. Based on information obtained during such visits and observations, Sunrise will determine in general if the work is proceeding in accordance with the construction contract documents, and Sunrise will keep **City** informed of the progress of the work.

(2) The purpose of Sunrise's visits to the site, and representation by the construction observer, if any, at the site, will be to enable Sunrise to better carry out the duties and responsibilities assigned to Sunrise by this proposal and undertaken by Sunrise during the Construction Phase, and, in addition, by the exercise of Sunrise's efforts as an experienced and qualified design professional, to provide for **City** a greater degree of confidence that the completed work will conform in general to the construction contract documents and that the contractor has implemented and maintained the integrity of the design concept of the completed project as a functioning whole as indicated in the construction contract documents. Sunrise will not, during such visits or as a result of such observations of the work, supervise, direct, or have control over the work, nor will Sunrise have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any constructor, for security or safety at the Site, for safety precautions and programs incident to any constructor's work in progress, for the coordination of the constructors' work or schedules, nor for any failure of any constructor to comply with laws and regulations applicable to furnishing and performing of its work. Accordingly, Sunrise neither guarantees the performance of any constructor nor assumes responsibility for any constructor's failure to furnish or perform the work, or any portion of the work, in accordance with the construction contract documents.

viii) If, based on Sunrise's observations or as indicated in documentation available to Sunrise, Sunrise believes that any part of the work is defective under the terms and standards set forth in the construction contract documents, Sunrise will issue written notice to contractor (with copy to **City**) of such defective work. Such notice will communicate the scope, extent (to Sunrise's understanding) of defect, and associated provisions of the construction contract documents.

(1) Provide recommendations to **City** regarding whether the contractor should correct such work or remove and replace such work, or whether **City** should consider accepting the defective work in accordance with the provisions of the construction contract documents. Sunrise will

give notice to the contractor regarding whether the defective work should be repaired, replaced, or will be accepted by **City**.

(2) However, Sunrise's authority to provide this information to **City** or Sunrise's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of Sunrise to contractors, subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the work, including but not limited to any duty or responsibility for the contractors' or subcontractors' safety precautions and programs incident to the work.

ix) If Sunrise has express knowledge that a specific part of the work that is not defective under the terms and standards set forth in the construction contract documents is nonetheless not compatible with the design concept of the completed project as a functioning whole, then inform **City** of such incompatibility and provide recommendations for addressing such work.

x) Accept from the contractor and **City** submittal of matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, or RFIs), or relating to the acceptability of the work under the construction contract documents. Render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the construction contract documents.

(1) If a submitted matter in question concerns Sunrise's performance of its duties and obligations, or terms and conditions of the construction contract documents that do not involve (a) the performance or acceptability of the work under the construction contract documents, (b) the design (as set forth in the drawings, specifications, or otherwise), or (c) other engineering or technical matters, then Sunrise will promptly give written notice to **City** and the contractor that Sunrise will not provide a decision or interpretation.

xi) Subject to any limitations in the construction contract documents, Sunrise may prepare and issue field orders requiring minor changes in the work.

xii) Relative to change orders, work change directives, change proposals and claims:

(1) Recommend change orders and work change directives to **City**, as appropriate, and prepare change orders and work change directives as required.

(2) Review each duly submitted change proposal from the contractor and either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions will be in writing, with a copy provided to **City** and the contractor.

(3) Provide information or data to **City** regarding engineering or technical matters pertaining to claims.

xiii) Respond to any notice from the contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews and prepare findings, conclusions, and recommendations for **City**'s use subject to limitations of Sunrise's obligations under this proposal.

xiv) Review and accept or take other appropriate action with respect to contractor submittals, but only to determine if the items covered by the submittals will, after installation or incorporation in the work, comply with the design concept as a functioning whole and requirements of the construction contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

xv) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.

xvi) Relative to inspections and tests:

(1) Receive and review certificates of inspections, tests, and approvals required by laws and regulations, or the construction contract documents. Sunrise's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of

the construction contract documents. Sunrise shall be entitled to rely on the results of such inspections and tests.

(2) Reply to contractor requests for written concurrence that specific portions of the work that are to be inspected, tested, or approved may be covered.

(3) Issue written requests to the contractor that specific portions of the work remain uncovered.

(4) As deemed reasonably necessary, request that the contractor uncover work that is to be inspected, tested, or approved.

(5) Pursuant to the terms of the construction contract, require additional inspections or testing of the work, whether the work is fabricated, installed, or completed.

xvii) Based on Sunrise's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:

(1) Determine the amounts that Sunrise recommends the contractor be paid, including reductions in payment based on the provisions for reductions stated in the construction contract.

(a) Such recommendations of payment will be in writing and will constitute Sunrise's representation to **City**, based on such observations and review, that, within the limits of Sunrise's knowledge, information and belief, the contractor's work has progressed to the point indicated, the work is generally in accordance with the construction contract documents, and the conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled in so far as it is Sunrise's responsibility to observe the work.

(b) In the case of unit price work, Sunrise's recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the construction contract documents).

(2) By recommending payment, Sunrise shall not thereby be deemed to have represented that observations made by Sunrise to check the quality or quantity of the contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Sunrise in this proposal. Neither Sunrise's review of the contractor's work for the purposes of recommending payments nor Sunrise's recommendation of any payment including final payment will impose on Sunrise responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the contractor's compliance with laws and regulations applicable to the contractor's furnishing and performing the work.

(3) Sunrise's recommendation for payment will also not impose responsibility on Sunrise to make any examination to ascertain how or for what purposes the contractor has used the money paid to the contractor by **City**; to determine that title to any portion of the work, including materials or equipment, has passed to **City** free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between **City** and the contractor that might affect the amount that should be paid.

xviii) Receive from the contractor, review, and transmit to **City** maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the construction contract documents, certificates of inspection, tests and approvals, and shop drawings, samples, etc.

xix) Receive from the contractor, review, and transmit to **City** the annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment. The extent of Sunrise's review of record documents will be to check that the contractor has submitted a complete set of those documents that the contractor is required to submit.

xx) After notice from the contractor that the contractor considers the entire work ready for its intended use, visit the site in company with **City** and the contractor to review the work and determine the status of completion. Follow the procedures in the construction contract regarding the preliminary

certificate of substantial completion, punch list of items to be completed, **City**'s objections, notice to the contractor, and issuance of a final certificate of substantial completion. Assist **City** regarding any remaining engineering or technical matters affecting **City**'s use or occupancy of the work following substantial completion.

xxi) After notice from the contractor that the work is complete:
   (1) Visit the Site with **City** and the contractor to determine if the work is in fact complete and acceptable.
   (2) Notify the contractor of any part of the work that is found during the visit to be incomplete or defective, and subsequently confirm that the contractor has corrected any such deficiencies.
   (3) Follow the procedures in the construction contract regarding review and response to the contractor's application for final payment and accompanying documentation.
   (4) When Sunrise is satisfied that the work is complete and acceptable, provide a notice to **City** and the contractor a notice of acceptability of work stating that the work is acceptable within the limits of Sunrise's knowledge, information, and belief, and based on the extent of the services provided by Sunrise under this proposal.

d) Sunrise will render decisions regarding the requirements of the construction contract documents, and judge the acceptability of the work, pursuant to the specific procedures set forth in the construction contract for initial interpretations, change proposals, and acceptance of the work. In rendering such decisions and judgments, Sunrise will not show partiality to **City** or the contractor and will not be liable to **City**, the contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

e) The Construction Phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by Sunrise for final payment to the contractor.

f) If the duties, responsibilities, or authority of Sunrise in the construction contract, or other terms of the construction contract having a direct bearing on Sunrise are modified, or if **City** requires Sunrise's services for construction that extends longer than the anticipated construction contract times, then **City** shall compensate Sunrise for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

g) Sunrise shall not be required to furnish or perform services contrary to Sunrise's responsibilities as a licensed professional.

3. ADDITIONAL SERVICES

City may authorize Sunrise to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by Sunrise, **City** shall compensate Sunrise under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by **City** and Sunrise, as follows:

1. <u>Additional Services Not Requiring City's Written Authorization</u>

a) Sunrise will advise **City** that Sunrise is commencing to perform or furnish Additional Services of the types listed below. Sunrise shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from **City**.

   i) Substantive design and other technical services in connection with work change directives, change proposals, and change orders to reflect changes requested by **City**.

   ii) Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those phases or otherwise dependent on the actions of prospective individual bidders or contractors, including:
      (1) Revising drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items.

(2) Services after award of the construction contract in evaluating the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project.
(3) Evaluation of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract.
(4) Providing to the contractor or **City** additional or new information not previously prepared or developed by Sunrise for their use in applying for or obtaining permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

iii) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

iv) Additional or extended services arising from (a) the presence at the site of any constituent of concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by the contractor.

v) Implementing coordination of Sunrise's services with other parts of the project that are not planned or designed by Sunrise, unless **City** furnished to Sunrise substantive information about such other parts of the project prior to the parties' entry into this proposal as identified in the Background Information.

vi) Services in connection with any partial utilization of the work by **City** prior to substantial completion.

vii) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), change proposals, or other demands from the contractor or others in connection with the work, or an excessive number of RFIs, change proposals, or demands.

viii) Reviewing a shop drawing or other contractor submittal more than three times, due to repeated inadequate submissions by the contractor.

ix) While at the site, compliance by Sunrise and its staff with those terms of **City** 's or the contractor's safety program provided to Sunrise after the effective date of this proposal that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

2. <u>Additional Services Requiring City's Written Authorization</u>

a) If authorized in writing by **City**, Sunrise will perform or furnish Additional Services of the types listed below. Sunrise shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from **City**.

i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.

ii) Preparation of applications and supporting documents (in addition to those furnished under the Scope of Services) for private or governmental grants, loans, or advances in connection with the project.

iii) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of **City** in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

iv) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **City** or others.

v) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by Sunrise, or the project's design requirements, including, but not limited to, changes in size, complexity, **City**'s schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted

subsequent to the effective date of this proposal or are due to any other causes beyond Sunrise's control.

vi) Services required due to **City**'s providing incomplete or incorrect project information to Sunrise.

vii) Providing renderings or models for **City**'s use, including development, management, and other services in support of building information modeling or civil integrated management.

viii) Undertaking investigations and studies including, but not limited to:

(1) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design.

(2) Detailed consideration of operations, maintenance, and overhead expenses.

(3) Feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the project and do not include rendering advice regarding municipal financial products or the issuance of municipal securities.

(4) Building, property, or similar appraisals.

(5) Providing services necessary to assist **City** in obtaining licenses for proprietary systems or processes.

(6) Detailed quantity surveys of materials, equipment, and labor.

(7) Audits or inventories required in connection with construction performed or furnished by **City**.

ix) Furnishing the services of Sunrise's subconsultants for tasks other than those identified in the Scope of Services.

x) Services attributable to more prime construction contracts than specified in the Background Information.

xi) Services to arrange for performance of construction services for **City** by contractors other than the principal prime contractor and administering **City**'s contract for such services.

xii) Services during out-of-town travel required of Sunrise, other than for visits to the site or **City**'s office.

xiii) Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by **City**.

xiv) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.

xv) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

xvi) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by **City** and the contractor.

xvii) Any services by Sunrise in connection with **City** or Sunrise providing a document to a requesting party not including **City**, Sunrise, or the contractor.

xviii) Providing Construction Phase services beyond the original date for completion and readiness for final payment of the contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

xix) Preparing contract record drawings and furnishing such contract record drawings to **City**.

xx) Supplementing contract record drawings with information regarding the completed project, site, and immediately adjacent areas obtained from field observations, **City**, utility companies, and other reliable sources.

xxi) Conducting surveys, investigations, and field measurements to verify the accuracy of contract record drawing content obtained from the contractor, **City**, utility companies, and other sources.

xxii) Preparation of operation, maintenance, and staffing manuals, unless provided for in the Scope of Services.

xxiii) Protracted or extensive assistance in refining and adjusting of project equipment and systems (such as initial startup, testing, and balancing).
xxiv) Assistance to **City** in training **City**'s staff to operate and maintain project equipment and systems.
xxv) Assistance to **City** in developing systems and procedures for (a) control of the operation and maintenance of project equipment and systems, and (b) related recordkeeping.
xxvi) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, **City** in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between **City** and Sunrise).
xxvii) Overtime work requiring higher than regular rates.
xxviii) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
xxix) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
xxx) Extensive services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract, except as identified in the Scope of Services.
xxxi) Other additional services performed or furnished by Sunrise not otherwise provided for in this proposal.

4. OWNER'S RESPONSIBILITIES

City agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Service to be performed by Sunrise.

1. <u>City's General Responsibilities</u>

a) **City** will inform Sunrise of the policies, procedures, and requirements of **City** that are applicable to Sunrise's performance of services under this proposal.
b) **City** will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Sunrise and render in writing timely decisions pertaining thereto.
c) **City** will arrange for safe access to and make all provisions for Sunrise to enter upon public and private property as required for Sunrise to perform services under this proposal.
d) **City** will give prompt written notice to Sunrise whenever **City** observes or otherwise becomes aware of:
   i) Any development that affects the scope or time of performance of Sunrise's services.
   ii) The presence at the site of any constituent of concern.
   iii) Any relevant, material defect or nonconformance in: (a) Sunrise's services, (b) the work, (c) the performance of any constructor, or (d) **City**'s performance of its responsibilities under this proposal.
e) **City** will advise Sunrise of the identity and scope of services of any independent consultants employed by **City** to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
f) If **City** designates a construction manager, site representative, or any individual or entity other than, or in addition to, Sunrise to represent **City** at the site, **City** will define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Sunrise.
g) **City** will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.

h) **City** will primarily communicate with any of Sunrise's subconsultants through Sunrise and will promptly inform Sunrise of the substance of any communications between **City** and Sunrise's subconsultants and will refrain from directing the services of Sunrise's subconsultants.

i) **City** will authorize Sunrise to provide Additional Services as required.

2. Project Information

a) **City** will provide Sunrise with **City**'s budget for the project, including type and source of funding to be used, and will inform Sunrise if the budget or funding sources change.

b) Except where included in the Scope of Service to be performed by Sunrise, **City** will provide Sunrise with information and data needed by Sunrise for the performance of the Scope of Services, including **City**'s design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.

c) **City** will give instructions to Sunrise regarding **City**'s procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and **City**'s construction contract practices and requirements.

d) **City** will furnish to Sunrise **City**'s standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, **City**'s safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for Sunrise to assist **City** in preparing the bidding/proposal documents and front-end construction contract documents.

3. City-Furnished Services

a) Except where included in the Scope of Service to be performed by Sunrise, **City** will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.

b) Except where included in the Scope of Service to be performed by Sunrise, **City** will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.

c) If there will be an advertisement soliciting bids for construction, **City** will place and pay for such advertisement.

d) Where required, **City** will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.

e) City will perform or provide the following supplemental City-Furnished Services tasks or deliverables:

i) Geotechnical investigation including performing site and laboratory work, geotechnical analysis, and delivery of a report which includes pertinent details and recommendations for site design.

ii) Landscape architecture including landscaping and irrigation design services, including drawings, specifications, bid item tabulations, preliminary costing, etc.

iii) City will prepare bidding/proposal documents and front-end construction contract documents and issue the project for public bid. Sunrise will itemize bid schedule items and quantities related to its Scope of Services for City's use in assembling the total bid schedule for the project.

iv) City will administer the Bidding/Proposal Phase and Construction Phase. Sunrise's role is as a secondary and supporting resource, the extent of services to be provided not exceeding City's authorized budget.

f) **City** will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of **City**, prior to their incorporation into the work with appropriate professional interpretation thereof.

g) **City** will provide all legal services, including attorney review of proposed construction contract documents, legal services required by **City**, legal services needed due to issues raised by the contractor, and project-related legal services reasonably requested or recommended by Sunrise.

h) **City** will provide auditing services, including those needed by **City** to ascertain how or for what purpose the contractor has used money paid to it.

5. COMPENSATION

City shall compensate Sunrise for Sunrise's performance of the Scope of Services as hereunder described:

1. Table of Compensation

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Preliminary Design Phase	2.2	$28,900	Lump Sum	
Design Survey and Mapping	2.2.a.viii.1	$4,300	Lump Sum	
Cemetery Concept Planning	2.2.a.viii.2	$6,800	Lump Sum	
Final Design Phase	2.3	$49,500	Lump Sum	
Electrical Engineering	2.3.e.i	$5,600	Lump Sum	
Permitting Phase	2.4	$2,900	Hourly Rates	
Bidding/Proposal Phase	2.5	$3,900	Hourly Rates	
Construction Phase	2.6	$43,900	Hourly Rates	
Total	-	$145,800	-	-

2. Lump Sum Basis of Compensation

a) **City** shall compensate Sunrise for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.

b) Lump sum fees include compensation for Sunrise's services and services of Sunrise's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.

c) The portion of the lump sum amount billed for Sunrise's services will be based upon Sunrise's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. Hourly Rates Basis of Compensation

a) **City** shall compensate Sunrise for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by Sunrise's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.

b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.

c) The hourly rates and fees charged by Sunrise constitute complete compensation for Sunrise's services, including labor costs, material expenses, overhead, and profit.

d) Sunrise may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by **City**.

4. **Estimated Compensation Amounts**
   a) Sunrise's estimate of the amounts that will become payable for hourly rate Phase/Task/Deliverable items specified in the Table of Compensation are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Sunrise under this proposal.
   b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Sunrise that the total compensation amount thus estimated will be exceeded, Sunrise will give **City** written notice thereof, allowing **City** to consider its options, including suspension or termination of Sunrise's services for **City**'s convenience. Upon notice, **City** and Sunrise will promptly review the matter of services remaining to be performed and compensation for such services. **City** shall either exercise its right to suspend or terminate Sunrise's services for **City**'s convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Sunrise, so that total compensation for such services will not exceed said estimated amount when such services are completed. If **City** decides not to suspend the Sunrise's services during the negotiations and Sunrise exceeds the estimated amount before **City** and Sunrise have agreed to an increase in the compensation due Sunrise or a reduction in the remaining services, then Sunrise will be paid for all services rendered hereunder.
5. **Billing Schedule**
   a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by **City** and Sunrise. Invoices are due and payable within thirty (30) days of receipt thereof by **City**.

6. CONCLUSION

If **City** chooses to move forward with the project and Sunrise's engineering services as proposed herein, we recommend execution of a Professional Services Agreement, Purchase Order, or Task Order in a format agreeable to **City**.

Please contact me with any questions or concerns.

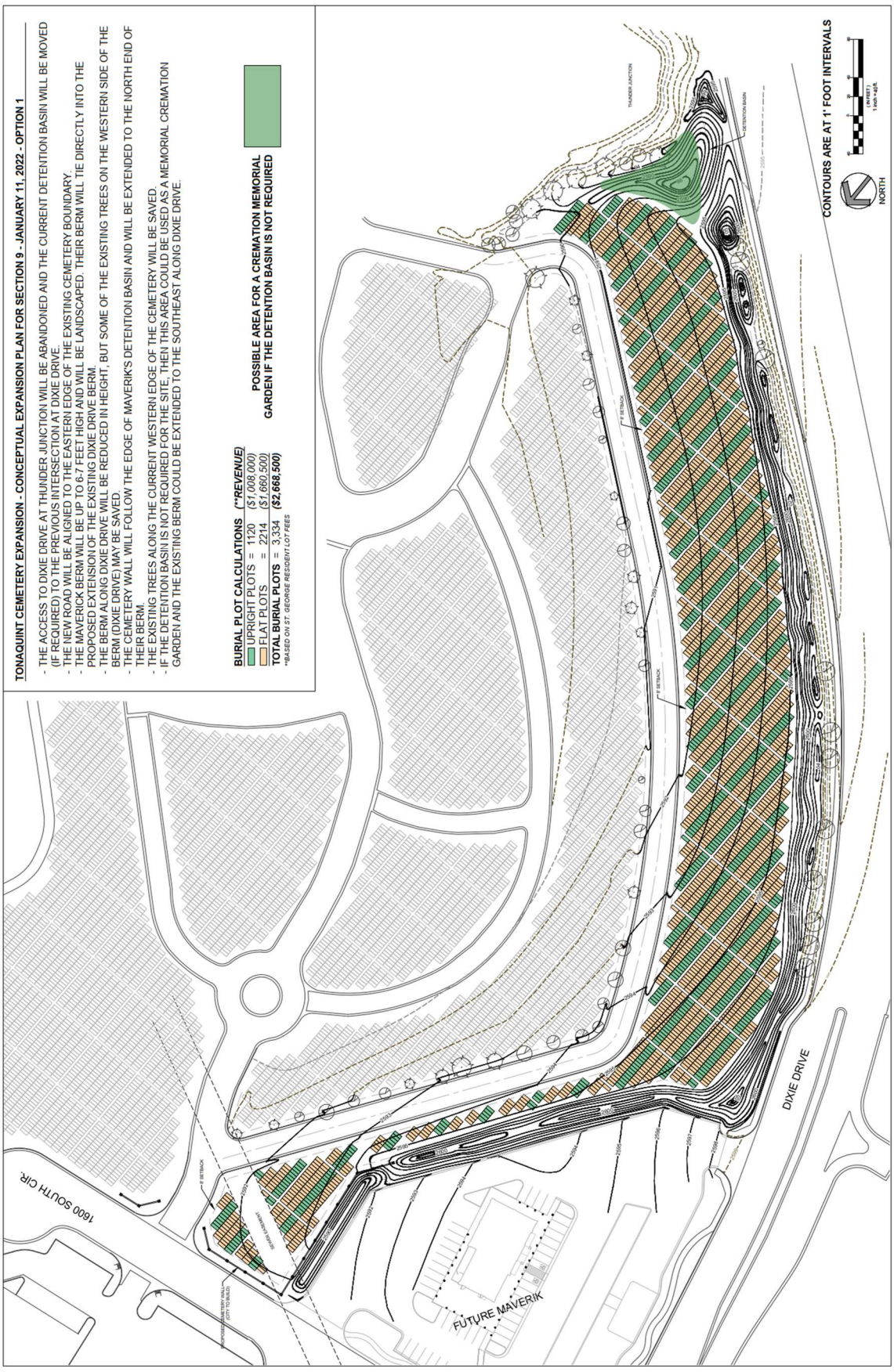
Sincerely,



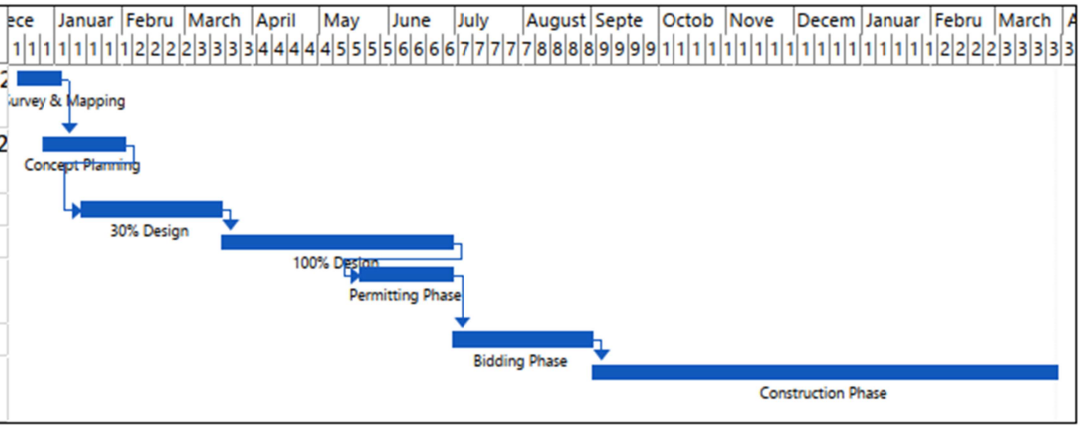
Joseph K. Phillips, PE
Vice President
jphillips@sunrise-eng.com
435.652.8450

Attachments:

PRELIMINARY PROJECT EXHIBIT



	Task Name	Duration	Start
1	Design Survey & Mapping	14 days?	Thu 12/15/22
2	Concept Planning	28 days	Mon 12/26/2
3	30% Design	45 days	Fri 1/13/23
4	100% Design	75 days	Fri 3/17/23
5	Permitting Phase	30 days	Fri 5/19/23
6	Bidding Phase	45 days	Fri 6/30/23
7	Construction Phase	150 days	Fri 9/1/23



SUNRISE ENGINEERING
FEE SCHEDULE

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	$115	500	Funding Specialist	$145
102	Engineer Intern (E.I.T.) II	$128	510	Plan Reviewer	$129
103	Engineer III	$146	511	Building Inspector I	$75
104	Engineer IV	$165	512	Building Inspector II	$100
105	Engineer V	$189	513	Building Inspector III	$125
110	Principal Engineer	$205	525	Building Official	$145
121	Electrical Engineer Intern (E.I.T.) I	$129	601	GIS Tech	$79
122	Electrical Engineer Intern (E.I.T.) II	$145	602	GIS Tech II	$95
123	Electrical Engineer III	$165	611	GIS Specialist I	$120
124	Electrical Engineer IV	$189	613	GIS Analyst	$145
125	Electrical Engineer V	$215	614	GIS Programmer	$155
126	Principal Electrical Engineer	$230	615	GIS Team Leader	$160
301	Engineering Tech I	$81	51	Administrative I	$46
302	Engineering Tech II	$98	52	Administrative II	$61
303	Engineering Tech III	$112	53	Administrative III	$76
304	Engineering Tech IV	$139	96	Public Information Manager	$130
311	Electrical Tech I	$100	701	Planner I	$95
312	Electrical Tech II	$115	702	Planner II	$110
313	Electrical Tech III	$135	703	Planner III	$125
314	Electrical Tech IV	$149	704	Planner IV	$140
315	Electrical Tech V	$165	705	Planner V	$155
351	Construction Observer I	$71	723	Water Rights Specialist III	$145
352	Construction Observer II	$88	921	Survey Tech	$89
353	Construction Observer III	$102	930	Survey CAD Tech	$139
354	Construction Observer IV	$118	935	One Man Survey Crew	$165
401	CAD Drafter I	$82	940	Survey Manager	$175
402	CAD Drafter II	$93	945	Registered Surveyor	$189
403	CAD Drafter/Designer III	$104	950	Principal Surveyor	$209
404	CAD Drafter/Designer IV	$118			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	$0.59 per mile	N/A
Field Vehicle (on site)	$60 per day	N/A
Per Diem Meals	$57 per day	N/A
Troxler Nuclear Density Gauge	$50 per day	N/A
High Density Scanner	$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions. STG 01-2022.3

Agenda Date: 12/15/2022 **Agenda Item Number:** 3g

Subject:

Consider approval of a Professional Services Agreement with Horrocks Engineers, Inc. for the design of George Washington Boulevard Bridge over the Virgin River.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Virgin River between Crosby Way and George Washington Boulevard

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

The George Washington Boulevard Bridge has been planned for many years. It provides an essential direct connection to I-15 on the west and ultimately the Southern Parkway on the east. Work has been underway for several months on geotechnical, environmental, and floodplain mapping (by another consultant). The right of way was acquired last year. This connection will alleviate traffic on River Road. Staff recommends entering into the Professional Services Agreement with Horrocks Engineers, Inc.

Staff Narrative (need/purpose):

This Professional Services Agreement is to perform design engineering on George Washington Parkway. The scope of work is to provide survey, and design services for George Washington Parkway over the Virgin River. The road will curve into Crosby Way and will require a T-intersection with Crosby Way to the north. The project will use City Standard Specifications with special provisions for the roadway and UDOT specifications for the bridge. The project also includes a signal and some realignment work at the future intersection of Crosby Way and George Washington Parkway.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $729,502

Amount approved in current FY budget for item: $729,502

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

N/A

Description of funding source:

Budgeted funds from City Budget

Recommendation (Include any conditions):

Approval

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH HORROCKS ENGINEERS FOR GEORGE WASHINGTON PARKWAY BRIDGE OVER THE VIRGIN RIVER

This Professional Services Agreement (hereinafter "Agreement") is made and entered into on _____ 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 Horrocks Engineers, Inc, with offices at 555 South Bluff, Suite 101, St. George, Utah 84770, (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering design services on the George Washington Parkway Bridge over the Virgin River and related work; (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees 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. **ENGAGEMENT OF CONSULTANT.**

1.1 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.

1.2 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.

1.3 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 §1324(a). 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 § 1324(a), 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 § 1324(a) 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 excluding 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 25% of the services provided 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.**

2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work (**"Exhibit A Scope of Services Addendum"**) which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. 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.

2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in **"Exhibit A Scope of Services Addendum"** or in subsequent Work Orders.

2.3 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.**

3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.

3.2 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.

3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event 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 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 pay CONSULTANT as agreed in **"Exhibit A"** and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed **seven hundred twenty-nine thousand five hundred two dollars, ($729,502)**.

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

5.1 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.

5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, 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. 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.

5.3 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.

5.4 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 except for attorneys' fees.

5.5 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. CITY shall

withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.

5.7 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.

5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.

5.9 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.**

6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion 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.

6.2 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.

6.3 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.**

9.1 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.

9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.

9.3 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.

9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

10.1 CITY retains and engages 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.

10.2 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.

10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.

10.4 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.

10.5 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.

10.6 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 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 employees of CONSULTANT.

10.7 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.**

11.1 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.

11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its 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, as applicable.

11.3 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:

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

C. 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.

D. The location of the operations to which the insurance applies.

E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.

F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

G. 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.

H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.

I. Name, address, and telephone number of the insurance company's agent of process in Utah.

J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

11.4 COMPENSATION INSURANCE: CONSULTANT shall, as applicable, take out and maintain Workers' 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 Workers' Compensation Insurance. The insurance shall include:

A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.

B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.

C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

11.5 COMMERCIAL GENERAL LIABILITY INSURANCE: 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, its 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. The Insurance Endorsement shall evidence such provisions.

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

i. 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.

ii. 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 (umbrella coverage may be considered).

iii. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

B. Such policy shall include each of the following coverages (as applicable):

i. Comprehensive form.
ii. Premises - operations.
iii. Explosion and collapse hazard.
iv. Underground hazard.
v. Product/completed operations hazard.
vi. Contractual insurance.
vii. Broad form property damage, including completed operations.
viii. Independent contractors for vicarious liability.
ix. Personal injury.
x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

A. 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.

B. 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, its 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.

C. If Professional Liability coverages are written on a claims-made form:

i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

ii Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.

iii. 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.

iv. A copy of the policy must be submitted to CITY for review.

11.7 BUSINESS AUTOMOBILE COVERAGE: 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.

Such business automobile insurance shall include each of the following types:

A. Comprehensive form, including loading and unloading.
B. Owned.
C. Hired.
D. Non-owned.

12. **INDEMNITY AND LIMITATION.**

12.1 Except as otherwise provided herein, 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 professionals, except for attorney's fees, and all court or other dispute resolution costs for:

A. 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;

B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;

C. 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.

12.2 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 and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

12.3 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.

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

13. **DOCUMENTS.**

13.1 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 the foregoing documents for information and reference and customary marketing and public relations. The originals of all 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.**

14.1 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.

14.2 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.

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

15. **TERMINATION.**

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

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

15.3 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.** 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.

17.1 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.

17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

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

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

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Horrocks Engineers, Inc 555 South Bluff, Suite 101 St. George, Utah 84770
Attention:	City Attorney	Attention:	Aron Baker
Copy:	legal@sgcity.org		aronb@horrocks.com

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, (excluding reasonable attorney's fees,) 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, (excluding reasonable attorney's fees) 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 fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.

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 signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall by deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

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 OF ST. GEORGE	**HORROCKS ENGINEERS, INC**
_____	_____
Michele Randall, Mayor Date	Aron Baker, Project Manager
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
_____	_____
Christina Fernandez, City Recorder	Ryan N. Dooley, Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES ADDENDUM

This Exhibit A Scope of Services Addendum is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the "City") and the following individual or entity ("Contractor"):

Name: Horrocks Engineers, Inc.

Address: 555 South Bluff, Suite 101, St. George, UT 84770

Email: aronb@horrocks.com Phone Number: 435-986-7888

Scope of Services and/or Deliverables by Contractor:

- See Attached Schedule A
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Compensation: City shall pay Contractor the following sum:

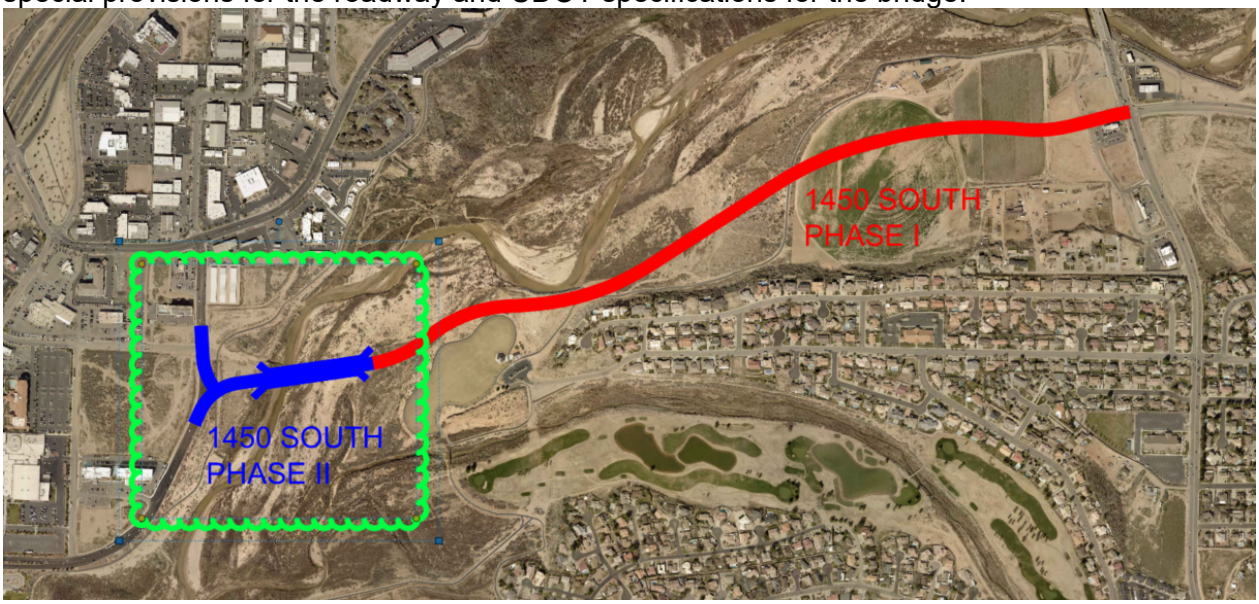
- $729,502
- _____
- _____

Exhibit A

George Washington Parkway Phase II

George Washington Parkway Bridge over the Virgin River
Design Services
Scope of Work

The following scope of work is to perform design engineering on George Washington Parkway to bridge over the Virgin River and connect with the existing Crosby Way. The limits of the project are from Crosby Way to the east over the Virgin River to approximately St. James Park where it connects to Phase I of George Washington Parkway. The scope of work is to provide survey, geotech, and design services for George Washington Parkway over the Virgin River. The road will curve into Crosby Way and will require a T-intersection with Crosby Way to the north, as shown in the figure below. The project will use City Standard Specifications with special provisions for the roadway and UDOT specifications for the bridge.



Assumptions:

- There will be no environmental work associated with this scope.
- Rosenberg will do all design work required for the Virgin River modeling, FEMA permitting, geomorphology analysis, scour and erosion analysis, etc. They will provide needed information and design details to be included in the final plans. This work will be contracted separately between Rosenberg and the City.
- The City will contract with Rosenberg Associates to provide all needed geotechnical investigations and designs for structures, retaining walls, roadway connection at Crosby Way, etc. Horrocks will provide needed information and design details to be included in the final plans.
- Bridge information that Rosenberg Associates needs to submit for the Stream Alteration Permit and the 404 permit through the U.S. Army Corps of Engineers will be provided by Horrocks Engineers.
- Bridge structure over the Virgin River will be designed to UDOT standards and utilize UDOT standard bridge specifications. All other roadway and project features will be designed to City standards.
- This does not include UDOT review or coordination with UDOT on bridge design.

- The roadway and bridge will be designed as a 5-lane road with curb, gutter, and sidewalk.
- A sewer line will be installed in both Phase I and Phase II of George Washington Parkway. Horrocks will work with Rosenberg Associates to optimize roadway and bridge elevations to accommodate this gravity sewer. Rosenberg Associates will reveal what pipelines need to be placed on the bridge and at what deck elevations to make the gravity line function. They will provide manhole locations and details for both Phase I and Phase II. We will provide utility location and structural modifications for the sewer line on the bridge and Crosby Way.
- There will be no utility design except for accommodations for city-owned sewer as explained above.
- The city will provide right-of-way needed for the project. If right-of-way descriptions or instruments are needed, this could be done with a contract mod at the city's request. The City will perform any right-of-way negotiations and acquisitions, if necessary.
- Any needed potholing will be done by City forces or by contract modification.
- Hydraulic and/or hydrology studies will be provided by Rosenberg Associates under a contract with the city, or could be added by contract modification
- SWPPP document to be provided by the Contractor.
- The cross section to be used will be 2 lanes in each direction, 8-foot shoulders (for bikes and emergency pull-off area), a 6-foot sidewalk on one side and a 12-foot sidewalk on the other (for a trail). The total width of the bridge will be 90 feet. If a center turn lane is installed, the width will be 102 feet.
- George Washington Parkway, a Minor Arterial, will have a design speed of 45 mph.

PHASE 1 – DESIGN ENGINEERING

Task 00A: Project Coordination & Management

- ***Project Meetings*** – Conduct and attend project meetings.

  Tasks:
  1. Prepare for and conduct monthly team/City meetings (Assume every month for 6 months)
  2. Provide weekly updates to City on project and schedule status
  3. Prepare for and hold kick-off meeting
  4. Internal team coordination meetings
  5. One City Council update

- ***Adjacent Property Owner Coordination*** – Coordinate with adjacent property owners through project.

  Tasks:
  1. Coordinate or assist City meetings with adjacent property owners.

Project Initiation & Review

- ***Gather available data –*** All existing information will be gathered from available sources.

Tasks:
1. Obtain any CAD files, survey files, right-of-way files, existing mapping and GIS information from the City.
2. Gather existing plans/information for planned developments.

- ***Initiate Utility Coordination*** - Upon receiving notice to proceed, we will immediately begin researching utility information.

  Tasks:
  1. Identify all utilities within project area and adjacent roadways.
  2. Contact each interested/involved utility company to obtain existing utility information.
  3. Prepare an existing utility map.
  4. Prepare a utility improvement plan that shows impacted utilities and how utilities will be modified to accommodate the project.
  5. Prepare for and hold a utility meeting with Joint Utility Committee to notifying utility providers of the project, the schedule and potential impacts and betterments. (Anticipated utility gas, telecommunications, and City which is responsible for drainage, power, water, sewer, and ATMS).

- ***Research Right-of-Way*** - Property ownership records for each parcel adjacent to the project limits will be integrated into the base mapping. If there is any coordination for ROW, it is anticipated that city forces will perform this coordination.

  Tasks:
  1. Obtain ownership information on all parcels
  2. Prepare base map of existing right-of-way
  3. Plot on the base map the adjusted and rotated section and monument lines

- ***Establish Design Criteria*** – Establish project design criteria.

  Tasks:
  1. Develop roadway design criteria including roadway and drainage
  2. Develop structure design criteria including hydraulic and structural
  3. Prepare a Design Criteria Report

Task 02A: Preliminary Design (50%)

- ***Perform Design Survey.*** – Provide survey and topographic data for the project (*Not needed if Rosenberg Associates has already performed survey for Phase II).*

  Tasks:
  1. Layout project control from City GIS control and any control previously established by Rosenberg for river and property work conducted to date
  2. Perform topographical LiDAR survey of control
  3. Perform supplemental project survey to update topographic features, roadway tie-in points using City Horizontal Control Network (HCN)
  4. Survey any surface utilities

- ***Create Base Map*** – Create a base map with existing features and project information.

Tasks:
1. Insert survey data, utility information, and property boundaries into the mapping.
2. Create a detailed base map and digital terrain model (DTM) that shows all the critical existing features in the project area.
3. Finalize survey base mapping

- ***Utilities*** – Perform preliminary utility mapping.

Tasks:
1. Verify utility data with topographic survey
2. Develop existing utility base map
3. Identify & coordinate utility conflicts
4. Coordinate relocation of existing facilities & new utility needs with utility providers
5. Coordinate with Rosenberg on elevations and their design for proposed gravity sewer to cross the river
6. Obtain consensus on utility issues with JUC
7. Prepare final utility plan sheets
8. Coordinate with utility owners on their existing utility modifications impacted by Phase II work
9. Request any potholing for the City to perform, as needed, to verify exact locations for identified conflicts.

- ***Roadway Design*** – Using the topographic features, utility information, right-of-way information, design criteria, and structure crossing requirements, develop alignment and profile for the roadway.

Tasks:
1. Develop alternatives based upon structure openings and potential crossing locations
2. Develop typical sections based upon intersection lane configurations and any side slope treatments
3. Develop earthwork quantities for full-width roadway
4. Develop pedestrian/bike trail location and access with City Leisure Services
5. Develop preliminary roadway plans of the final alignment. Include topography, horizontal and vertical alignment, typical sections and intersection design
6. Develop initial signing, striping, and concept level traffic control plans
7. Evaluate traffic impacts and property access on areas affected by the project
8. Develop preliminary plan set including all specialty plans (e.g. preliminary lighting, signal, striping) details, and utility plans. Include drainage plans from Roadway, Hydraulics, and Storm Drain.
9. Conduct internal QC review

- ***Project Preliminary Cost Estimate –*** Provide preliminary cost estimate.

1. Develop preliminary quantities & engineer's estimate
2. Assist City on bonding requirements for the project, if bonding is intended by the City

- ***Structure Design –*** Determine preliminary recommendations for a structure type and location.

Tasks:
1. Coordinate with aesthetic requirements
2. Coordinate with Rosenberg on river hydraulic requirements for crossing location and hydraulic opening requirements
3. Investigate appropriate structure types
4. Design the structure length and the type of structure for the Situation and Layout (S&L)
5. Prepare Structure Type Selection Technical Memo
6. Prepare S&L sheets
7. Hold a constructability workshop

- ***Geotechnical investigations and Design*** – Performed by Rosenberg Associates under contract with City of St. George

  Tasks:
  1. Subsurface Exploration – plan 2 borings for each substructure element for a total of 14 borings to a depth of 100 feet
  2. Laboratory Testing – testing will be performed on soil samples retained from the field to evaluate soil properties
  3. Geotechnical Investigation Report

- ***Roadway Hydraulics and Storm Drain*** – Using roadway alignments, grades and typical sections, develop plans, profiles and outfalls of storm drain. Rosenberg Associates will perform

  Tasks:
  1. Conduct Field Review
  2. Hydrologic Design
     3.1 Determine method of analysis and design frequency
     3.2 Verify Design Concept with the City Engineer
  3. Storm Drain
     3.1 Design Catch Basin/Cleanout Box Types and Locations
     3.2 Design plans and profiles of storm drain
  4. Develop initial storm drain and drainage plans

- ***River Geomorphology, Hydrology, and Hydraulics*** – Performed by Rosenberg Associates under contract with the City.

- ***Aesthetics and Landscape*** – Determine aesthetic and landscaping design concepts to be included in the structures and roadway features. Assume that bridge aesthetics will be a standard form liner approved by the City.

  Tasks:
  1. Coordinate with City Leisure Services to determine aesthetic and landscaping elements for the project
  2. Prepare necessary aesthetic, landscaping, irrigation, sleeving, etc. plans and details

- ***Develop Signal Plans & Intersection Layouts -*** We anticipate a “T”-intersection with Crosby Way with a possible traffic signal.

Tasks:
1. Perform traffic modeling and warrant study to determine traffic control device requirements
2. Review plans of existing roadway for existing conduit
3. Coordinate with adjacent projects
4. Design traffic lane configuration

IF SIGNAL IS WARRANTED:

5. Capacity Analysis -- determine phasing and signal coordination needs
6. Determine location, detection, signal heads, pedestrian heads, controller type
7. Determine system interconnect needs (ATMS)

- ***Submit 50% Design Package and Attend Review Meeting*** – We will assemble a 50% design package with preliminary plan sets, and a preliminary cost estimate.

Tasks:
1. Prepare 50% plan set for distribution to City and identified stakeholders
2. Update preliminary cost estimate for 50% design. Incorporate design features.
3. Distribute 50% plan set for review by the City and other identified stakeholders
4. Include constructability review as part of 50% design review
5. Attend a review meeting to receive comments
6. Implement the comments into the plan set

Task 04A: Environmental Compliance

- ***Prepare Stream Alteration Permit –*** Provide information to Rosenberg Associates to allow them to fill out Stream Alteration Permit with the State and submit the application for approval.

- ***Prepare Nationwide 404 Permit –*** Provide information to Rosenberg Associates to allow them to fill out Nationwide 404 Permit from U.S. Army Corps of Engineers and submit the application for approval.

Task 06A: Final Design & Contract Documents

- ***Finalize Design Plans*** - We will finalize the horizontal and vertical design and prepare the associated design plans and details for construction.

Tasks:
1. Finalize roadway design sheets
    - 1.1 Finalize all work on roadway plan package
    - 1.2 Finalize design for all permit mitigation
2. Finalize drainage plans
    - 2.1 Finalize all work on drainage plans showing all layouts, sizes, and elevations of all pipes, boxes, inlets etc.
    - 2.2 Finalize a drainage report
3. Finalize signing and striping plans
    - 3.1 Revise sheets according to comments from field review and traffic engineer's review
    - 3.2 Review for compliance with MUTCD

4. Finalize traffic control plans
    4.1 Set up phasing based on construction activities
5. Finalize utility relocation plans (assumes none required)
6. Finalize landscape plans
7. Finalize signal plans
8. Finalize lighting and ATMS plans
9. Finalize structure plans
    9.1 Design the structure
    9.2 Detail the plans for the structure
    9.3 Check the calculations and plans
10. Prepare summary sheets
11. Compute contract time

- ***Prepare Specifications*** - Accompanying the final design plans will be all the specifications and special provisions consistent with APWA standards required for construction. Bridge structure will use UDOT standard bridge specifications.

- ***Prepare Engineer's Estimate*** - A final engineer's cost estimate will be prepared to accompany the final design plans and specifications.

- ***Submit Final Design Package and Attend Review Meeting*** – We will assemble the final design package that will consist of all the plan sets, details, quantities, and engineers estimate. The plan set will be distributed for review by the City and Joint Utility Committee. Once the plans have been reviewed, we will attend a review meeting to receive comments and determine plan for implementing the comments into the plan set.

- ***Prepare Advertising Plan Set*** – Once we have approval of the final plan set we will prepare everything needed to advertise project according to City standards. This will include the final design plans, specifications, engineer's estimate and all the bidding and contract documents for potential bidders. The end product will be a complete advertising package that the City can use to immediately proceed into the advertisement and construction phases.

Task 08A: Advertising Period and Bid Support Services

Tasks:

1. Attend pre-bid meeting- We will attend the pre-bid meeting and assist the City in pre-bid activities including answering questions from bidders and issuing addenda should they be needed.
2. Answer bidder's questions & prepare any needed addendums
3. Attend Bid Opening and assist the City in evaluating the bids for completeness and adherence to the contract documents.
4. Prepare Bid Tabulation that includes a recommendation to the City for the award of the construction contract.

CONSTRUCTION ENGINEERING PHASE

Construction engineering and inspection services would be performed via either through a new contract or modification to the design contract. This will be determined at completion of design phase.

PROJECTED LABOR HOURS AND COSTS

George Washington Parkway Bridge

Task #	Description	Principal Engineer, PE	Project Manager, PE	Senior Engineer, PE	Engineer, PE	Env Lead	Sr. Env Specialist	Staff Engineer	Env Specialist	Archaeologist/ Cultural survey	Sr Surveyor II, PLS	Survey Tech/ Eng Intern	CAD Design Technician	Utility Specialist	Clerical	Total Hours	Labor Cost
	Loaded Hourly Rate	$270.00	$218.00	$236.00	$199.00	$250.00	$196.00	$149.00	$124.00	$240.00	$241.00	$96.00	$162.00	$241.00	$123.00		
00A	**Project Coordination & Management**																
	Prepare for and hold Kickoff Meeting and monthly project meetings	4	14	14	14			14							6		$13,046.00
	Project coordination and preparation of agendas/minutes		18					14							2		$6,256.00
	Prepare weekly progress reports & monthly invoicing (assume 6 month duration)		12					16									$5,000.00
	Internal team coordination meetings	4	18	15	15			12						8			$15,245.00
	One City Council update	2	4					8									$2,604.00
	Adjacent Property Owner Coordination																$0.00
	Project Initiation and Coordination																
	Gather available data				4			8			4	4	2	4			$4,624.00
	Initiate utility coordination		4					4						8			$3,396.00
	Research right of way										8	8					$2,696.00
	Establish design criteria	2	4	8	10			6									$6,184.00
	Subtotal	12	74	37	43	0	0	82	0	0	12	12	2	20	8	302	$59,051.00
02A	**Preliminary Design (50%)**																
	Perform Design Survey																
	Establish survey control & perform topographical LiDAR survey of corridor										26	120	125				$38,036.00
	Perform supplemental survey using City Horzontal Control Network (HCN)										4	32	10				$5,656.00
	Survey any surface utilities										4	8	18	8			$6,576.00
	Survey wetland delineation markers																$0.00
	Create Survey Base Map											55	72				$16,944.00
	Utility Locating, Coordination & Design																
	Coordinate with appropriate utility providers to obtain preliminary information		4					8						16	4		$6,412.00
	Verify utility data with topographic survey												10	4			$2,584.00
	Develop utility base map												22	8	2		$5,738.00
	Identify & coordinate utility conflicts													16	8		$4,840.00
	Coordinate relocation of existing facilities & new utility needs with utility providers													12	4		$3,384.00
	Obtain consensus on utility issues with JUC													8			$1,928.00
	Conduct potholing (none being provided in this scope)																$0.00
	Prepare final utility plan sheets												24	10			$6,298.00
	Roadway Design																
	Perform traffic analyses to determine intersection configurations & signal needs		6	4				24									$5,828.00
	Develop typical sections				20			8					28				$9,708.00
	Develop roadway alignment with plan & profile design				28			12					24				$11,248.00
	Develop roadway and structure design criteria including roadway, drainage, and structures				12			12									$4,176.00
	Prepare Virgin River Trail modification, coordinating bicycle and pedestrian use into design		8		8			32					36				$13,936.00
	Develop initial signing, striping, and concept level traffic control plans				24			12					16				$9,156.00
	Develop earthwork quantities for full-width roadway				8			8					21				$6,186.00
	Prepare preliminary plan set		4		46			24			8		64	12	8		$29,774.00
	Develop preliminary quantities & engineer's estimate				24									4			$5,740.00
	Conduct internal QC review	4	12	24	14			14			2		6	4			$16,650.00
	Submit 50% Design Package and attend review meeting	2	6	24	24			6						4			$14,146.00
	Structure Design																
	Coordinate with aesthetic requirements	2	4	12				4					14				$7,108.00
	Investigate appropriate structure types		4	24	12												$8,924.00
	Design the structure length and the type of structure			64									42				$21,908.00
	Prepare Structure Type Selection Report	2	4	48									8				$14,036.00
	Prepare situation and layout sheets			36									28				$13,032.00
	Geotechnical Investigations and Design (by Rosenberg Associates, see below in Direct Expenses)																
	Subsurface Exploration		2	4	4			4					4				$3,420.00
	Laboratory Testing			2													$472.00
	Geotechnical Investigation Report		1	1				1									$603.00
	Roadway Hydraulics and Storm Drain																
	Determine method of analysis and design frequency				6												$1,194.00
	Verify design concept with City Engineer		4		4			4									$2,264.00
	Design catch basin/cleanout box types and locations				14			8					18				$6,894.00
	Design plans and profiles of storm drain				10								36				$7,822.00
	Develop initial storm drain and drainage plans				8								16				$4,184.00
	Aesthetics and Landscaping																
	Coordinate with City to determine aesthetic and landscaping elements for the project	2	6		4			6									$3,538.00
	Prepare any necessary plans and detail		2		4			14					21				$6,720.00
	Develop Signal Plans and Intersection Layouts		..		..			..									
	Design signal with traffic lane configuration,detections, signal and pedestrian heads, controller types, ATMS, etc.	2	8		24			54			4	4	94				$31,682.00
	Analyze capacity and determine phasing and signal coordination accordingly		4					32									$5,640.00
	Subtotal	14	79	243	298	0	0	287	0	0	48	219	757	106	26	2077	$364,385.00
04A	**Final Design**																
	Prepare Right-of-Way Descriptions																
	Identify ROW and easement needs																$0.00
	Finalize Design Plans																
	Finalize roadway alignment & prepare final roadway sheets & details		2		16			12					24				$9,296.00
	Finalize signing, striping & pavement marking sheets & details		2		16			12					24				$9,296.00
	Finalize drainage design & prepare final drainage sheets & details		2		16			12					24				$9,296.00
	Finalize landscape plans		2		16			16					24				$9,892.00
	Finalize structural sheets		2	100	125			175					125				$95,236.00
	Finalize traffic signal sheets		2		24			16					24				$11,484.00
	Finalize lighting & ATMS sheets		2		21			14					21				$10,103.00
	Finalize utility relocation plans (assumes none are required)		2					16					10	4			$5,404.00
	Finalize bid item sheets	2	2	21	21			14					21				$15,599.00
	Finalize final quantities, specifications, engineer's estimate	2	2	24	20			15									$12,855.00
	Conduct internal QC review	2	2	81	70			58			6		68	2			$55,608.00
	Submit final review package and attend review meeting	2	2	16	16			30						4	2		$13,616.00
	Subtotal	8	24	242	361	0	0	390	0	0	14	8	373	10	2	1432	$261,677.00
08A	**Advertising Period/Bid Support Services**																
	Address comments from final design review meeting		4	4	4			16				4			4		$5,872.00
	Assemble advertising package with boilerplate information		4	4								2					$2,008.00
	Conduct internal QC review		4	12	16	8		16				4	4	4			$13,268.00
	Conduct pre-bid meeting		4	4													$1,816.00
	Answer bidder's questions & prepare any needed addendums		4	4													$1,816.00
	Assist in reviewing bid tabs & make a recommendation for bid award		4	4													$1,816.00
	Subtotal	0	24	32	20	8	0	32	0	0	0	10	4	4	4	138	$26,596.00
Total Labor Hours and Cost		34	201	554	722	8	0	791	0	0	74	249	1136	140	40	3949	$711,709.00

Assumptions
1. See fee proposal cover letter.
2. Any additional requested services will be negotiated based on the rates shown.

Direct Expenses	Quantity	Unit Price	Cost
Travel, Per Diem, Equipment, Copying, Etc.	Lump	2.5% of labor	$17,792.73
	1	$0.00	$0.00
Total Direct Expenses			**$17,792.73**

Total Cost Not To Exceed $729,502

Agenda Date: 12/15/2022 **Agenda Item Number:** 3h

Subject:

Consider approval of an Agreement to Purchase Real Property, a portion of common area, from Bridle Gate Homeowners Association for widening of the 3000 East Roadway.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

3000 East at Seegmiller Drive

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

The City desires to acquire .022 acres of property for the widening of 3000 East roadway located at 3000 East and Seegmiller Drive.

Staff Narrative (need/purpose):

This proposed property acquisition is necessary to continue the improvement along 3000 East

Name of Legal Dept approver: Ryan N. Dooley

Budget Impact:

Cost for the agenda item: $29,600

Amount approved in current FY budget for item: $9,000,000

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

N/A

Description of funding source:

Funds for this acquisition have been set aside for this purchase by the Washington County Council of Governments (COG)

Recommendation (Include any conditions):

Approval

St.George

THE BRIGHTER SIDE

AGREEMENT TO PURCHASE REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the "City"), and Bridle Gate Estates Homeowners Association ("Seller"), hereby enter this instrument effective as of _____ (the "Effective Date").

RECITALS

A. The City desires to acquire real property consisting of a portion of Bridle Gate Estates Common Area "C2" as described on the plat recorded on or about 1/9/2013 by the Washington County Recorder document number 20130000947, and as described on the legal description attached to the form warranty deed as Exhibit A (the "Property").

B. Seller has represented to the City that it is willing and able to transfer the Property to the City free and clear of all liens and encumbrances.

C. The parties have discussed various issues with regard to the purchase of the Property by the City (the "Purchase"), have identified terms believed to be acceptable to the parties, and now desire to memorialize the terms in this instrument as a final written expression of their agreement.

TERMS

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

1 Purchase Price. On the terms and conditions stated below, the City shall pay Seller the amount of Five Thousand Six Hundred Dollars ($5,600.00) (the "Purchase Price"). In addition, the City shall pay the Seller the amount of Twenty-Four Thousand Dollars ($24,000) so that Seller can reinstall and replace the irrigation system and landscaping in a like manner, for approximately 230 feet along 3000 East adjacent to Bridge Gate Estates. The City shall, at its expense, complete the roadway improvements which include relocation of curb, gutter and sidewalk and shall install two courses of masonry block along the existing masonry wall.

2 Conveyance. On the terms and conditions stated below, Seller shall convey the Property to the City, free and clear of all liens and encumbrances, by delivering a duly executed and notarized original of the document attached hereto as Exhibit A, titled "Warranty Deed," by which Seller shall convey all of Seller's interest in the Property to the City. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the project.

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

(a) Opening of Escrow. Immediately upon execution hereof, the parties shall open escrow by delivering a fully executed copy of this instrument to Escrow Agent, along with the duly executed Warranty Deed executed by Seller and the sum of $1,000.00 (the "Deposit") from the City. All interest earned by the Deposit while on deposit with Escrow Agent shall accrue to the benefit of the City. This instrument shall constitute the Escrow Agent's instructions and Escrow Agent is hereby authorized and instructed to act in accordance with the provisions of this instrument; provided, however, that the parties agree to execute and return to Escrow Agent within 10 days after the receipt thereof such additional standard escrow instructions, not inconsistent with this instrument, that Escrow Agent may reasonably require. No failure by either party to execute such additional standard escrow instructions will affect the validity or enforceability of this instrument in any manner. In the event of any inconsistency between such additional standards escrow instructions and this instrument, the terms of this instrument will prevail.

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

(1) Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City's approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting the physical condition of the property, including but not limited to patent or latent defects, soils, and the presence of any hazardous materials. Further, Seller hereby grants to the City and the City's agents and consultants a license to enter upon the Property for the purpose of conducting, at the City's sole expense, the City's review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City's inspection. The City shall indemnify, defend, and hold Seller harmless for any expenses or claims resulting from the City's entry onto the Property. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller.

(2) Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City's approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting title to the property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City disapproves of any encumbrances affecting title to the Property which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City's sole discretion, direct Escrow Agent to

pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.

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

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

(d) Close of Escrow. If the City approves the Closing Conditions, the City shall notify Seller and Escrow Agent in writing and shall deposit the amount of the Purchase Price, less the Deposit and all accrued interest, with Escrow Agent. Upon receipt of the City's notice and the balance of the Purchase Price, Escrow Agent shall promptly proceed to record the Warranty Deed and post the Purchase Price, less any obligations attributable to Seller, for delivery to Seller.

(1) The City's Obligations. The City shall be responsible for all of the closing costs and shall pay the cost of the owner's policy of title insurance obtained by the City, it being understood that there will not be any recording fee. The City shall also be responsible for any expenses incurred by the City related to this transaction, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

(2) Seller's Obligations. Seller shall be responsible for any expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any, any commission to Seller's broker, if any, and the payment of any taxes or fees related to the Property accruing on or before the date Warranty Deed is recorded. Further, Seller hereby consents to the payment from the Purchase Price any and all amounts necessary to obtain releases of any encumbrances or liens affecting title to the Property including taxes not yet due but appearing as a lien on title to the Property.

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

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

(b) No Conflicts. The execution and delivery of this instrument and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a

default under, the organizational documents of Seller, or any material contract by which Seller is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the Property; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument, except to the extent otherwise disclosed in this Agreement.

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

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

(e) Condemnation. Seller has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study or effort to rezone the Property or to widen, modify, regrade or realign any street or highway that borders the Property.

(f) Patriot Act Compliance. Neither Seller nor its affiliates is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws"). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor its affiliates or any of its brokers or other agents in any capacity in connection with the sale of the Property (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person or entity controlling or controlled by Seller, is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, "Government Lists"), and the monies used by Seller in connection with this instrument and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery

laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(g) Environmental Condition. Seller has not treated, recycled, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. "Hazardous Materials" means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. "Environmental Laws" means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.

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

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

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

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

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

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

6 Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

with a copy to:	City of St. George Attn: City Recorder 175 E. 200 N. St. George, UT 84770
If delivered to Seller:	Bridle Gate Estates HOA PO Box 3333 St. George, Utah 84791

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

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

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

***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

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

CITY OF ST. GEORGE

_____ By: _____
Date Michele Randall, Mayor

Attested: By: _____
Christina Fernandez, City Recorder

Approved: By: _____
Ryan N. Dooley, Assistant City Attorney

BRIDLE GATE ESTATES HOMEOWNERS ASSOCIATION

Nov 15, 2022 By: _____ Pres.
Date Authorize Signer for Seller, Title

EXHIBIT A

Warranty Deed

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

a portion of Tax ID: Bridle Gate Estates Common Area "C2"

WARRANTY DEED

Bridle Gate Estates Homeowners Association, Grantor, hereby warrants and conveys to the City of St. George, a Utah municipal corporation, Grantee, for the sum of Ten dollars ($10.00) and other good and valuable consideration, fee title to real property owned by Grantor in Washington County, State of Utah, more fully described as shown on Exhibit A, attached hereto and incorporated by reference.

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

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

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

Nov 16, 2022
Date

By: _____ pres.
Authorize Signer for Seller, Title

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On November 16, 2022, before me, a notary public, personally appeared Dan E. Steurer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.

_____
NOTARY PUBLIC

REBECCA I. HUNT
NOTARY PUBLIC • STATE of UTAH
COMMISSION# 703766
COMM. EXP. 01-23-2023

PORTION OF BRIDLE GATE COMMON AREA "C2" TO BE DEEDED TO ST. GEORGE CITY

3000 EAST ADDITIONAL RIGHT OF WAY

BEGINNING AT A POINT N0°53'04"E, 699.32 FEET ALONG THE CENTER SECTION LINE AND S89°02'59"E, 27.18 FEET FROM THE CENTER 1/4 CORNER OF SECTION 10, T43S, R15W, SLB&M, SAID POINT BEING THE SOUTHWEST CORNER OF BRIDLE GATE ESTATES PHASE 1 SUBDIVISION FILED AS RECORDED NO. 20060000198 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE N1°14'41"E, 205.98 FEET ALONG THE EAST LINE OF SAID SUBDIVISION; THENCE S2°27'13"E, 89.20 FEET; THENCE S0°53'40"W, 116.68 FEET TO THE SOUTH LINE OF BRIDLE GATE ESTATES PHASE 1 SUBDIVISION; THENCE S88°41'16"W, 6.47 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINING 0.022 ACRE.



SURVEYOR'S CERTIFICATE

I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE No. 7654 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE PREPARED THE HEREON BOUNDARY DESCRIPTIONS FROM RECORD INFORMATION, AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID RECORD INFORMATION.

PROFESSIONAL LAND SURVEYOR
7/9/22
7654
ROGER M. BUNDY
STATE OF UTAH

BOUNDARY DESCRIPTIONS

PORTION OF C&C CATTLE FARMS, LLC TO BE DEEDED TO ST. GEORGE CITY
3000 EAST ADDITIONAL RIGHT OF WAY
(TAX PARCEL SG-5-3-3-212)

BEGINNING AT A POINT S0°53'04"W, 1997.03 FEET ALONG THE CENTER SECTION LINE AND N88°47'19"W, 40.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, T43S, R15W, SLB&M, SAID POINT BEING ON THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20160000631 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 00053505 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE N88°47'19"W, 35.18 FEET ALONG SAID SOUTH LINE, THENCE N0°45'01"E, 241.38 FEET; THENCE N1°45'05"W, 67.02 FEET, THENCE N1°14'07"E, 463.78 FEET; THENCE S88°45'53"E, 12.50 FEET; THENCE N1°14'07"E, 111.34 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE S89°13'36"E, 17.62 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN DOCUMENT NO. 00053505; THENCE S0°53'04"W, 883.58 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

CONTAINING 0.610 ACRE.

SLOPE EASEMENT ACROSS C&C CATTLE FARMS, LLC
TO BE CONVEYED TO ST. GEORGE CITY
(TAX PARCEL SG-5-3-3-212)

BEGINNING AT A POINT S0°53'04"W, 1997.03 FEET ALONG THE CENTER SECTION LINE AND N88°47'19"W, 70.18 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, T43S, R15W, SLB&M, SAID POINT BEING ON THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20160000631 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE N88°47'19"W, 13.00 FEET ALONG SAID SOUTH LINE, THENCE N0°45'01"E, 240.99 FEET; THENCE N1°46'05"W, 67.08 FEET; THENCE N1°14'07"E, 464.13 FEET TO THE NORTH LINE OF SAID PARCEL DESCRIBED IN DOCUMENT NO. 20160000631; THENCE S88°45'53"E, 13.00 FEET ALONG SAID NORTH LINE; THENCE S1°14'07"W, 463.78 FEET; THENCE S1°46'05"E, 67.02 FEET; THENCE S0°45'01"W, 241.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.230 ACRE.

PORTION OF BRIDLE GATE COMMON AREA "CZ" TO BE DEEDED TO ST. GEORGE CITY
3000 EAST ADDITIONAL RIGHT OF WAY

BEGINNING AT A POINT N0°53'04"E, 699.32 FEET ALONG THE CENTER SECTION LINE AND S89°02'59"E, 27.18 FEET FROM THE CENTER 1/4 CORNER OF SECTION 10, T43S, R15W, SLB&M, SAID POINT BEING THE SOUTHWEST CORNER OF BRIDLE GATE ESTATES PHASE 1 SUBDIVISION FILED AS RECORDED NO. 20090036194 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE N1°14'41"E, 205.98 FEET ALONG THE EAST LINE OF SAID SUBDIVISION; THENCE S2°27'13"E, 89.26 FEET; THENCE S0°53'40"W, 116.66 FEET TO THE SOUTH LINE OF BRIDLE GATE ESTATES PHASE 1 SUBDIVISION; THENCE S88°41'16"W, 6.47 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINING 0.022 ACRE.

NARRATIVE

THE PURPOSE OF THE HEREON EXHIBIT IS TO SHOW THE AREA OF LAND TO BE ACQUIRED BY ST. GEORGE CITY FROM C&C CATTLE FARMS, LLC FOR ADDITIONAL ROADWAY RIGHT OF WAY AND SLOPE EASEMENTS, ONE FROM C&C CATTLE FARMS, LLC, AND ADDITIONAL RIGHT OF WAY FROM THE BRIDLE GATE HOME OWNERS ASSOCIATION (COMMON AREA "CZ" AS SHOWN ON THE RECORDED PLAT FOR BRIDLE GATE PHASE 1 SUBDIVISION), THE BASIS OF BEARING FOR THE HEREON BOUNDARY DESCRIPTIONS IS N0°53'04"E ALONG THE CENTER SECTION LINE BETWEEN THE CENTER QUARTER CORNER AND THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AS THE NORTH QUARTER CORNER OF SECTION 10 IS NOT IN PLACE THE LOCATION WAS ESTABLISHED FROM RECORD POSITIONS AS SHOWN AND NOTED HEREON. RECORD DEED DOCUMENTS, ROADWAY DEDICATIONS, AND RECORDED PLAT FOR BRIDLE GATE PHASE 1 SUBDIVISION WERE USED AS A BASIS FOR PREPARATION OF THE HEREON BOUNDARY DESCRIPTIONS. MINOR ADJUSTMENTS WERE MADE TO COINCIDE WITH PREVIOUSLY DEEDED PROPERTY TO THE CITY; NO BOUNDARY CORNERS WERE PLACED IN CONJUNCTION WITH PREPARATION OF THE HEREON BOUNDARY DESCRIPTION.

LEGEND

SECTION MONUMENT AS NOTED

RIGHT OF WAY EXHIBIT

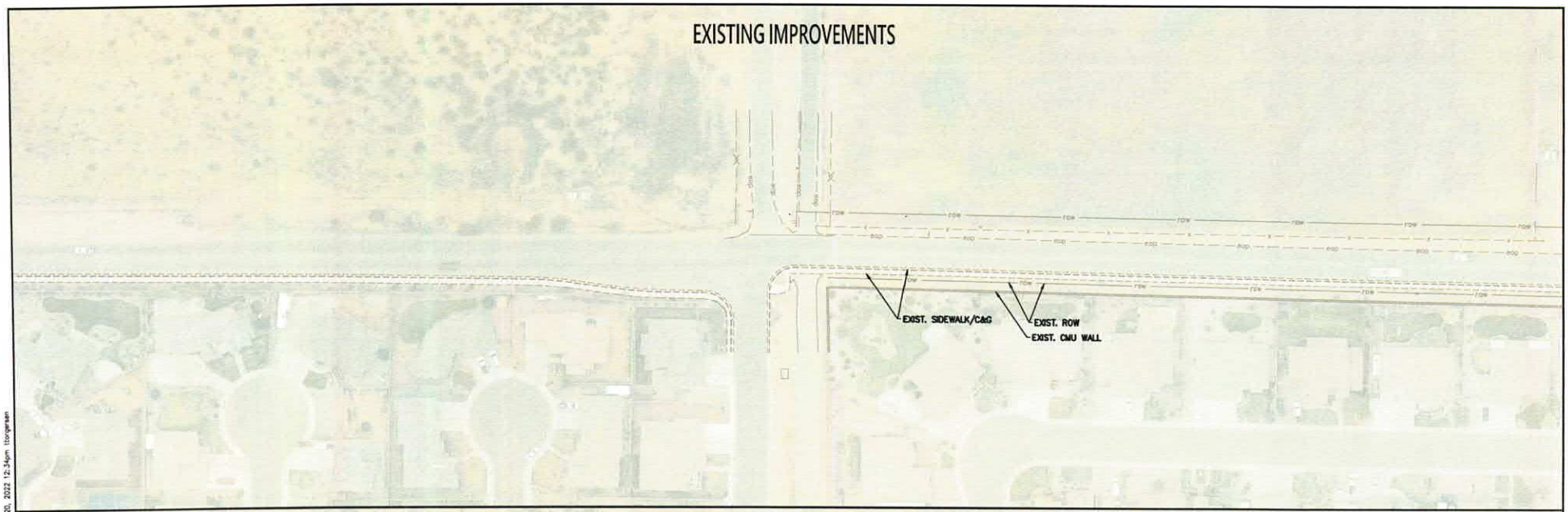
PREPARED BY: R&B SURVEYING
257 PRICKLEY PEAR DRIVE WASHINGTON, UTAH 84780
PHONE: 435-632-3540

LOCATION:
NW 1/4 AND NE 1/4 SEC. 10, T43S, R15W, SLB&M

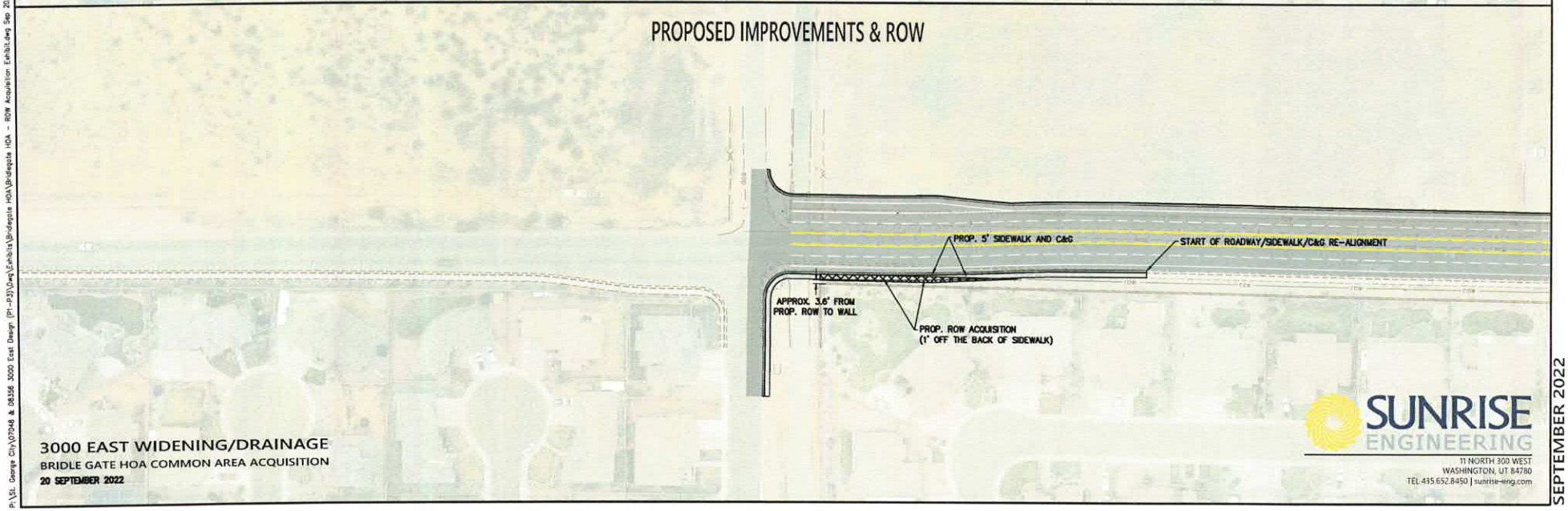
COMPLETED:
APRIL 8, 2022 (REVISED 7-9-22)

REQUESTED BY:
SUNRISE ENGINEERING/TAYLOR TORGERSON

EXISTING IMPROVEMENTS



PROPOSED IMPROVEMENTS & ROW



3000 EAST WIDENING/DRAINAGE

BRIDLE GATE HOA COMMON AREA ACQUISITION

20 SEPTEMBER 2022

SUNRISE ENGINEERING
11 NORTH 300 WEST
WASHINGTON, UT 84780
TEL 435.652.8450 | sunrise-eng.com

SEPTEMBER 2022

P:\St. George City\07048 & 08358 3000 East Design (PI-PJT)\Dwg\Exhibits\Bridgeta HOA\Bridgeta HOA - ROW Acquisition Exhibit.dwg Sep 20, 2022 12:34pm tiorgensen

Agenda Date: 12/15/2022 **Agenda Item Number:** 3j

Subject:

Consider approval of an Agreement to Purchase Real Property from Woodland Estates, LLC for a park.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Woodland Estates, LLC

Reference Number: N/A

Address/Location:

SG-5-2-34-4403

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

This agreement includes the purchase of a lot adjacent to the Woodland Estates Townhomes subdivision for a new park.

Staff Narrative (need/purpose):

The general plan designation for the subject property is PK (park).

Name of Legal Dept approver: Jami Brackin

Budget Impact:

Cost for the agenda item: $420,146.80

Amount approved in current FY budget for item: $800,000

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

N/A

Description of funding source:

N/A

Recommendation (Include any conditions):

Staff recommends approval with allowance for the Legal Department to make final adjustments prior to signature.

AGREEMENT TO PURCHASE REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the "City"), and Woodland Estates, LLC, a Utah Limited Liability Corporation ("Seller"), hereby enter this Agreement to Purchase Real Property ("Agreement") effective this _____ day of _____, 20___. (the "Effective Date"). City and Seller are also referred to as a "Party" or collectively as the "Parties".

RECITALS

A. Seller owns real property located within the City with a situs address of __Woodland Estates Park_____, and identified as Washington County Tax Parcel(s) SG-5-2-34-4403_____. The total acreage is approximately __2___ acres.

B. The City desires to acquire the Parcel(s) as more fully described in its entirety in **Exhibit A** which is attached hereto (the "Property").

C. Seller has expressed its desire to sell and has represented to the City that it is willing and able to transfer the Property to the City free and clear of all liens and encumbrances and free and clear of all personal property.

D. The Parties have negotiated in good faith the purchase of the Property by the City (the "Purchase"), have identified terms believed to be acceptable to the Parties, and now desire to memorialize the terms in this Agreement as a final written expression of their agreement.

TERMS

In consideration of the foregoing recitals and covenants, obligations, terms, and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

1. Property. Seller agrees to sell and convey to the City by Special Warranty Deed (**Exhibit C**) the Property as described in **Exhibit A**. The sale and conveyance also includes all of Seller's right, title and interest in all improvements to the Property (the "Improvements") and all appurtenances to the Property including, but not limited to Seller's interest in any and all

easements, rights-of-way, water rights, well rights, water shares, ditches or canals, on or adjacent to the Property, and in any and all easements, rights-of-way, rights, leases, permits, title, privileges, entitlements, and licenses relating to or benefiting the Property unless expressly excluded pursuant to this Agreement (collectively the "Appurtenances").

2. Consideration. On the terms and conditions stated herein, and in consideration for the sale of the Property:

2.1 Purchase Price. City shall pay Seller the purchase price of Four Hundred Twenty Thousand, One Hundred and Forty-Six Dollars and eighty cents ($420,146.80) for the Property which sum is considered by the Parties to be the fair market value of the Property ("Purchase Price").

3. Escrow and Escrow Agent. The purchase contemplated by this Agreement shall be escrowed (the "Escrow"), closed, and settled at the offices of Southern Utah Title Company, 157 E. Riverside Drive, Suite 1B, St. George, UT 84790 ("Escrow Agent", attention: Elwin Prince, Phone No.: (435) 652-4804, Email: elwin@sutc.com). This Agreement together with other written instructions as may be provided by the Parties to the Escrow Agent, shall constitute its escrow instructions to the Escrow Agent.

3.1 Earnest Money. Not more than five (5) business days after the Effective Date, City shall open escrow by the deposit of ten thousand dollars ($10,000) as earnest money (the "Earnest Money") with Escrow Agent who shall ensure that the Earnest Money is held by Escrow Agent in a federally insured interest-bearing account until closing. All interest earned while on deposit with Escrow Agent shall accrue to the benefit of the City.

3.2 Title Insurance. Upon deposit of the Earnest Money, Sellers shall cooperate with the City to cause the Escrow Agent to issue a commitment for an ALTA Extended Coverage Owner's Policy of Title Insurance (the "Title Commitment") in the full amount of the Purchase Price, issued by Escrow Agent, showing all matters affecting title to the Property, including all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances, together with legible copies of all recorded documents creating such title exceptions (the "Title Documents"). Sellers shall also deliver to the City copies of all written leases, tenancies, occupancy agreements, rental agreements and other similar agreements affecting the Property and a full written description of any such agreements which are not written.

3.3 Closing of Escrow and Closing Conditions. The closing shall take place no later than _____, 20___. The closing of Escrow shall be subject to City approval of all Closing Conditions (the "Closing Conditions") which are set forth below. City shall have no obligation to complete the Purchase unless and until each of the Closing Conditions are met to the satisfaction of the City, as determined by the City in the City's sole and absolute discretion. If the Closing Conditions are accepted by the City, City shall notify Seller and Escrow Agent in

writing and shall deposit the amount of the Purchase Price, less the Deposit and all accrued interest, with Escrow Agent. Upon receipt of the City's notice and receipt of the balance of the Purchase Price, Escrow Agent shall promptly proceed to record the Conveyance Documents and post the Purchase Price, less any obligations attributable to Seller, for delivery to Seller.

3.3.1 Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City's approval, within 20 calendar days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting the physical condition of the property, including but not limited to patent or latent defects, soils, and the presence of any hazardous materials. Further, provided Seller is given 24 hours' notice in advance, Seller hereby grants to the City and the City's agents and consultants a license to enter upon the Property for the purpose of conducting, at the City's sole expense, the City's review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City's inspection. The City shall indemnify, defend, and holder Seller harmless for any expenses or claims resulting from the City's entry onto the Property. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller. City shall have sixty (60) days in which to complete the due diligence required by this subsection.

3.3.2 Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City's approval, within 20 calendar days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting title to the property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City disproves of the any encumbrances affecting title to the Property which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City's sole discretion, direct Escrow Agent to pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.

3.3.3 Legislative Approval. The St. George City Council as the legislative and governing body of the City shall approve this Agreement, in the City Council's sole and absolute discretion.

3.3.4 Failure of Closing Conditions. If any Closing Condition is not fulfilled, the City may terminate this Agreement at any time by notifying Seller and

Escrow Agent in writing, upon which notice this Agreement shall be null and void and neither Party shall have any further obligation or liability pursuant to this Agreement. Upon termination pursuant to this section, Escrow Agent shall return all documents and funds received from either Party to the submitting Party.

3.3.5 City Obligations. The City shall be responsible for one half of the closing costs, it being understood that there will not be any recording fee. The City shall also be responsible for any expenses incurred by the City related to this transaction, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

3.3.6 Seller Obligations. Seller shall be responsible for:

a) one-half of the closing costs;

the base premium charged by Purchaser's Title Insurance Company constituting the cost of a standard coverage ALTA owner's title insurance policy (the "Title Policy") and any endorsements to remove any Title Objection which Seller agrees to or is required to cure, as set forth below; and

b) all recording and other fees for the release of any liens or encumbrances;

c) expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any;

d) any commission to Seller's broker, if any; and

e) payment of any taxes or fees related to the Property accruing on or before the date Warranty Deed is recorded.

3.4 Conveyance: Seller shall convey by Warranty Deed (**Exhibit C**) to the City, all rights and title to the Property free and clear of all liens and encumbrances, by delivering a duly executed and notarized Warranty Deed to Escrow Agent. City shall take possession of the Property at Closing.

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

4.1 Authority. Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been

duly and validly authorized by all necessary action on behalf of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

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

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

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

4.5 Condemnation. Other than that provided by the City, Seller has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study, or effort to rezone the Property or to widen, modify, regrade, or realign any street or highway that borders the Property.

4.6 Patriot Act Compliance. Neither Seller nor its affiliates is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws"). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to

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

4.7 Environmental Condition. Seller has not treated, recycled, stored, disposed of, arranged for, or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. "Hazardous Materials" means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified, or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. "Environmental Laws" means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.

4.8 Solvency. Seller has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take, or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Seller or

any of its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking appointment of a receiver, trustee, custodian, or other similar official for any of them or for all or any substantial part of its or their property.

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

5. Default, Remedies and Termination. It shall constitute an event of default of this Agreement if any Party fails to timely deliver any of its performances at the times indicated under this Agreement. The defaulting Party shall be liable to pay any escrow cancellation charges as a result of an event of default. In no event shall either Party be entitled to recover lost profits or appreciation or other consequential damages as a result of an event of default. Each Party shall be responsible for timely notifying the defaulting Party in writing of the event of default and the non-defaulting Party's election of the remedy provided below:

5.1 Default by Seller. In the event Seller defaults under this Agreement, the City's exclusive remedies shall be to either: (i) terminate this Agreement retaining and recouping all payments made; or (ii) pursue an action for specific performance against Seller.

5.2 Default by the City. In the event City defaults under this Agreement, Seller's exclusive remedy shall be to terminate this Agreement and receive $1,000.00 as liquidated damages.

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

7. Acknowledgement of Public Disclosure Laws. Seller hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah

Code Annotated or its successor, that pursuant thereto all materials submitted by Seller pursuant to this Agreement may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.

8. Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the named Parties and to their respective heirs, representatives, successors and permitted assigns. This Agreement is intended for the exclusive benefit of the Parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

9. Brokers. The Parties acknowledge that there are no brokerage commissions associated with transactions contemplated by tis Agreement. In the event any real estate broker claims a right to any commission or fee by virtue of dealing with one of the Parties hereto, then the Party who is alleged to have retained such broker shall and hereby does fully indemnify and hold the other Party harmless from such claim. Such indemnification obligation shall survive any termination or cancellation of this Agreement.

10. Recording. Execution of this Agreement shall include execution of an Affidavit and Memorandum of Agreement which is attached hereto as **Exhibit B** to this Agreement, and which shall be recorded against the Property once fully executed.

11. Exhibits Incorporated. All Exhibits to this Agreement are expressly incorporated by reference herein as is fully set forth herein.

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

13. Amendment. The Parties shall not amend or modify this Agreement in any way unless in writing signed by the Parties.

14. Further Action. Each Party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the Parties in consummating this transaction.

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

16. Waiver. Neither the failure of either Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms

and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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

18. Forum and Law. This Agreement shall be governed by the laws of the state of Utah without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

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

If delivered to the City:	City of St. George Attn: City Manager 175 E. 200 N. St. George, UT 84770
with a copy to:	St. George City Attorney 175 E. 200 N. St. George, UT 84770 Tani.Downing@sgcity.org
If delivered to Seller:	Woodland Estates LLC 859 Black Alder Dr. St. George, UT 84790 jamorgan@gwcap.com

Any Party shall deliver notice of change of address in the manner described in this section. Said change in address or individual in this Section shall not constitute an amendment to this Agreement. Rejection or other refusal to accept a notice or the inability to deliver a notice

because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

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

21. Counterparts. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Amended DA transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Amended DA and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Amended DA as to the Parties and may be used in lieu of the original for all purposes.

IN WITNESS of their intention to be bound by the above terms, the Parties hereby execute this Agreement as follows:

[Signatures to follow]

CITY OF ST. GEORGE

_____ By: _____
Date Michele Randall, Mayor

Attested: By: _____
Christina Fernandez, City Recorder

Approved: By: _____
Jami R. Brackin, Deputy City Attorney

City Council Approval by Motion on the _____ day of _____, 2022 with a favorable vote of _____ vote(1) in favor and ____ vote(s) opposed.

WOODLAND ESTATES

_____ By: _____
Date Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel Number	SG-5-2-34-4403
Acres	
Address	
Legal Description	A portion of Lot 1, Section 34, Township 42 South, Range 15 West, Salt Lake Base and Meridian, more particularly described as: The Basis of Bearing is the section line between the Southwest Corner and West Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base and Meridian, bearing South 0°50’22” West 2669.07 feet. Beginning at a point being North 00°50’39”;38 East 1,611.59 feet and East 183.37 feet from the West Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base and; Meridian, and running; thence South 88°55'39" East 341.02 feet; thence South 01°04’39”; West 279.77 feet; thence North 88°56'53" West 299.77 feet; thence North 18°15’34” East 40.20 feet to the southerly line of said Lot 1, Section 34; thence North 11°20’11” West 247.26 feet along said southerly line to the Point of Beginning.

When recorded, please return to:
City of St. George
Attorney's Office
175 E. 200 N.
St. George, UT 84770

Washington County Tax Parcel No. SG-5-2-34-4403

AFFIDAVIT and MEMORANDUM OF AGREEMENT

State of Utah)
):ss
County of Washington)

BEFORE ME, the undersigned notary, on this day personally appeared Michele Randall, who being first duly sworn, deposes and says that:

1. I am the elected Mayor for the City of St. George, Utah with full authority to execute this Affidavit.

2. A Purchase Agreement between _____. and the City of St. George, a Utah municipal corporation, (collectively the "Parties"), concerning real property identified as Washington County Tax Parcel No(s). _____ and more fully described below, was executed on _____, 20___ (the "Agreement").

> A portion of Lot 1, Section 34, Township 42 South, Range 15 West, Salt Lake Base and Meridian, more particularly described as: The Basis of Bearing is the section line between the Southwest Corner and West Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base and Meridian, bearing South 0°50'22" West 2669.07 feet. Beginning at a point being North 00°50'39";38 East 1,611.59 feet and East 183.37 feet from the West Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base and; Meridian, and running; thence South 88°55'39" East 341.02 feet; thence South 01°04'39"; West 279.77 feet; thence North 88°56'53" West 299.77 feet; thence North 18°15'34" East 40.20 feet to the southerly line of said Lot 1, Section 34; thence North 11°20'11" West 247.26 feet along said southerly line to the Point of Beginning.

3. The Purchase of the above-described real property will be conducted and will close as provided for in the Agreement.

4. A copy of the Agreement may be obtained by contacting the St. George City Recorder whose mailing address is 175 East 200 North, St. George, Utah 84770, and whose telephone number is (435) 627-4003.

FURTHER AFFIANT SAYEST NOT.

DATED this __ day of _____, 2022.

CITY OF ST. GEORGE

_____
Michele Randall, Mayor

State of Utah)
):ss
County of Washington)

On this _____ day of _____, 2022, Michele Randall personally appeared before me, and upon oath, swore to the contents of this document, proved on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument, and executed the same in my presence on behalf of the City of St. George., a municipal corporation of the State of Utah.

Witness my hand and official seal.

SEAL:

_____
Notary Public

[SELLER]

_____
By: _____
Its: _____ (Authorized Representative)

State of _____)
):ss.
County of _____)

On this _____ day of _____, 2022, _____ personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument, and executed the same in my presence on behalf of [SELLER

Witness my hand and official seal.

SEAL:

_____
Notary Public

EXHIBIT C

When Recorded Return To:

City of St. George
Attorney's Office
175 E. 200 N.
St. George, Utah 84770

WARRANTY DEED

_____ Grantor, hereby quitclaims to CITY OF ST. GEORGE, a municipal corporation of the State of Utah, Grantee, for the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, all of its right, title and interest in the below described tracts of land located in Washington County, Utah:

A portion of Lot 1, Section 34, Township 42 South, Range 15 West, Salt Lake Base and Meridian, more particularly described as: The Basis of Bearing is the section line between the Southwest Corner and West Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base and Meridian, bearing South 0°50'22" West 2669.07 feet. Beginning at a point being North 00°50'39";38 East 1,611.59 feet and East 183.37 feet from the West Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base and; Meridian, and running; thence South 88°55'39" East 341.02 feet; thence South 01°04'39"; West 279.77 feet; thence North 88°56'53" West 299.77 feet; thence North 18°15'34" East 40.20 feet to the southerly line of said Lot 1, Section 34; thence North 11°20'11" West 247.26 feet along said southerly line to the Point of Beginning.

Washington County Tax Parcel No(s). SG-5-2-34-4403

Together with all improvements and appurtenances, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand of said Grantor this _____ day of _____, 2022

[SELLER]

_____
By: _____
Its: _____ (Authorized Representative)

State of _____)
):ss.
County of _____)

EXHIBIT C

On this _____ day of _____, 2022, _____ personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument and executed the same in my presence on behalf of [SELLER].

Witness my hand and official seal.

SEAL:

_____
NOTARY PUBLIC
Residing in _____

My Commission Expires: _____

Agenda Date: 12/15/2022 **Agenda Item Number:** 3j

Subject:

Consider approval of a Lease Agreement with St. George Musical Theatre.

Item at-a-glance:

Staff Contact: Jami Brackin

Applicant Name: St. George Musical Theatre

Reference Number: n/a

Address/Location:

South Main Street

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

St. George Musical Theatre has outgrown current location and seeks property on which they can build a new Theatre.

Staff Narrative (need/purpose):

The lease agreement allows the St. George Musical Theatre to construct a new theatre and parking on land owned by the City.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Recommend approval

Agenda Date: 12/15/2022 **Agenda Item Number:** 04

Subject:

Consider approval of an ordinance amending the Desert Color Planned Development zone for 110 single and multi-family units to be known as Sage Haven Phases 14 & 15 on approximately 33.77 acres located generally south of Painted Ridge Parkway & Desert Sage Parkway and just west of the previously approved Sage Haven phases. Case No. 2022-ZCA-049

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermandson

Reference Number: 2022-ZCA-049

Address/Location:

South of Painted Ridge Parkway & Desert Sage Parkway and just west of the previously approved Sage Haven phases

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

Auburn Hills and Desert Color Resort have been the focus of development in Desert Color over the past few years. Last year Sage Haven was approved, and construction has since commenced. The first phases of Regency at Desert Color have been approved. With construction well underway in all of these areas, Desert Color is seeking approval for the next two phases of Sage Haven.

Staff Narrative (need/purpose):

Sage Have phases 14 & 15 will consist of 63 units in the NG (Neighborhood General) zone and 47 units in the NE (Neighborhood Edge) zone. Neighborhood General tend to be smaller lots or multifamily while Neighborhood Edge are typically larger lots and single family. Of the total of 110 units in this pod, 50 will be single family and 60 will be multi-family townhomes.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On a 5-0 vote, the Planning Commission recommend approval of the zone change Amendment with the following comments and conditions:1.All units will meet the required parking standards whether on street or on site.2.All comments by the various departments will need to be addressed at the time of site plan.3.That the master HOA provides a plan for enforcement for parking in any alleyways and reports quarterly to the Community Development Director on enforcement statistics.

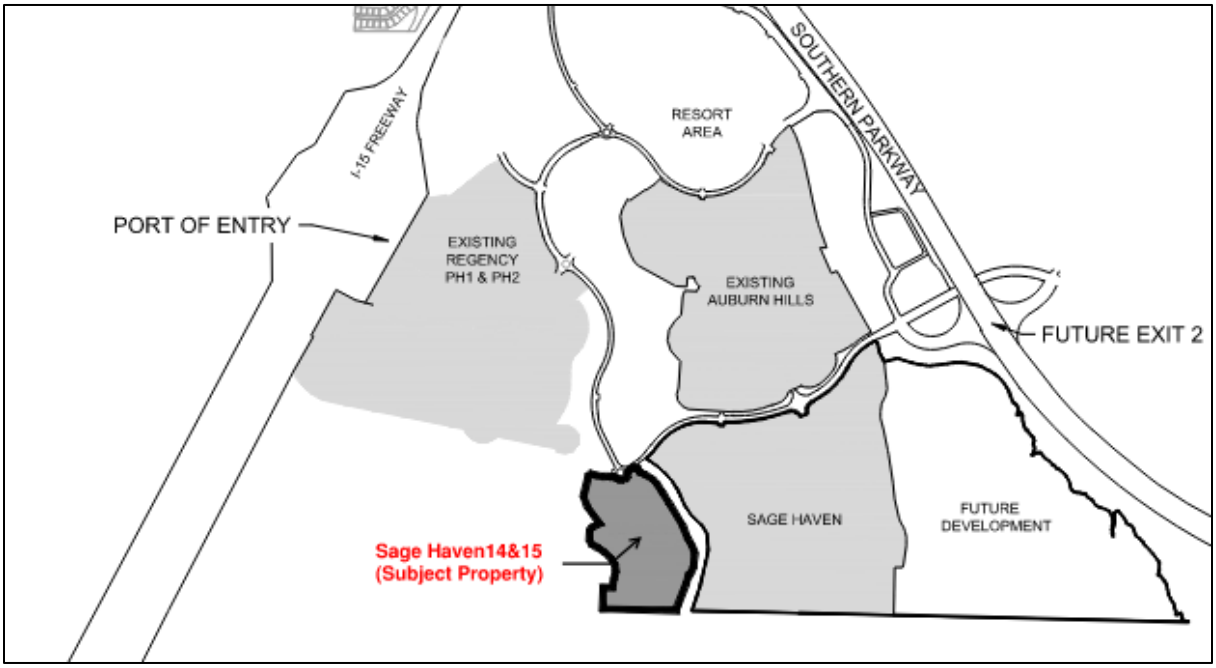
St.George
Community Development

ZONE CHANGE AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 11/22/2022
CITY COUNCIL AGENDA REPORT: 12/15/2022

Zone Change Amendment
Desert Color Sage Haven Phases 14 & 15
Case No. 2022-ZCA-049

Request:	Consider a Zone Change Amendment to the Desert Color PD-R to develop plat 'C' of Sage Haven (more particularly known as Sage Haven Phases 14 & 15) in the Desert Color development. This is a pod/neighborhood and not another phase of Auburn Hills or the Resort. The previous plats were approved in 2021.
Applicant:	Desert Color St. George, LLC
Representative:	Bob Hermandson
Area:	33.77 Acres
Location:	Generally located south of Painted Ridge Parkway & Desert Sage Parkway and just west of the previously approved Sage Haven phases.
Current Zone:	PD-R – TNZ (NG & NE) (Planned Development Residential, Traditional Neighborhood Zone – Neighborhood General & Neighborhood Edge)



General Plan: RES (Residential), OS (Open Space)

Background:
Auburn Hills and Desert Color Resort have been the focus of development in Desert Color over the past few years. Last year Sage Haven was approved, and construction has since commenced. The first phases of Regency at Desert Color have been approved. With construction well underway in all of these areas, Desert Color is seeking approval for the next two phases of Sage Haven.

Sage Have phases 14 & 15 will consist of 63 units in the NG (Neighborhood General) zone and 47 units in the NE (Neighborhood Edge) zone. Neighborhood General tend to be smaller lots or multifamily while Neighborhood Edge are typically larger lots and single family. Of the total of 110 units in this pod, 50 will be single family and 60 will be multi-family townhomes. As a total for Sage Haven this mix will conform to the requirement that the predominant (50% minimum) form of building be single family in any overall neighborhood combination of TNZ-NE and TNZ-NG zones. There are two open areas that the developer is showing as future multi-family development. These will have to be designed and submitted to the city for approval in the future prior to development.

As has been stated in previous applications, Planning Commission is not reviewing the single-family portion of this application, but staff wanted to provide the context of what was happening with this pod. The applicant is not introducing a new product to the development but primarily is proposing more of same style of units that were approved and are currently under construction in other phases of the Sage Haven.

Finally, the applicant has provided a layout with the type of buildings and the builders of the multi-family product (see attached color layout of multi-family area). Again, anything that falls within the future multi-family or amenity area are not under review and will need to be reviewed in the future.

The development standards for TNZ-NG zones are as follows:

1. **Pattern of development**. The pattern of development is required to follow the Traditional Neighborhood Zone (TNZ) guidelines found in Chapter 7H of the Zoning Regulations. In Section 7H-1-A-2 of the Zoning Regulations, it suggests the traditional block design to be used for the pattern of development. The traditional block design uses a grid street pattern. This plat has, to the greatest extent possible given topography, property lines, acreage, etc, used a grid pattern. The traditional block design also includes street cross-sections that promote pedestrian activity. Off-street parking is to be placed at the rear of the buildings and is designed for pedestrian activity as opposed to creating a car-oriented environment. The plan makes use of streets, alleys, and pedestrian walkways for access. The street cross-sections found in the preliminary plat depict pedestrian friendly corridors. Sidewalks will connect each building and unit to the rights-of-way.

2. **Civic Space.** A portion (approximately 8.75 acres) of the proposed phases is in the TNZ-NG zone which requires that 5% be dedicated to civic space. The zone plan also allows the required civic space to be spread out through the overall neighborhood, in this case, Sage

Haven. These particular phases are showing open space around the townhomes and scattered throughout the neighborhood. Not all of those areas have been calculated into the civic space tabulations. The total civic space of the area being developed at this time is approximately 8.8% of the TNZ-NG area.

3. **Parking.** The parking for the single-family homes is two spaces per unit which each unit will be required to meet. The parking requirements for Desert Color multi-family vary depending on the number of bedrooms with a maximum requirement of two spaces per unit. Each of the units in the development will have a two-car garage. All units will also have an 18'-20' driveway providing enough parking to satisfy this requirement. In addition, guest parking for the townhomes is to be provided at a rate of one stall for every five units. That would yield a requirement of 12 stalls for guest parking. The Desert Color zone plan also allows on street parking to be counted toward guest parking. The development is showing a total of 26 stalls on the streets scattered throughout the multi-family development which will accommodate the townhome development.

4. **Building and Streetscapes.** Within the multi-family portion of the property, the applicant is proposing 13 multi-family buildings equaling sixty units. The buildings proposed will be either the Desert Territorial or Cottage options that were recently approved in Sage haven phases 10 and 11. Additionally, they would like to utilize the original elevations that were approved last year for a total of three different elevations. All buildings will face the public right-of-way or civic space as is required in Desert Color. The Desert Color DRC has approved of the elevations of the proposed buildings.

   There are several architectural guidelines that these units must follow. These items, found in section 3.5 of the zone plan are:
   a. **Guideline A.** Each building that is greater than one story must have a clear delineation between the levels. The proposed buildings all delineate the floor boundaries. Each building is also required to use high quality materials such as brick, stone, stucco, cement clapboard siding or similar materials. The proposed buildings satisfy this guideline.
   b. **Guideline B.** No building can be twice the height of the building adjacent to it or across the street. The proposed buildings will be situated to meet this requirement.
   c. **Guideline C.** All of the proposed units are required to have a prominent entryway through the use of a porch, stoop or similar feature. All units will have a raised entryway such as a stoop or similar feature. Each entryway is clearly defined.
   d. **Guideline D.** The streetscape will be required to adhere to Section 3.2, Local and Collector Street Cross Section standards found in the Desert Color Zoning Plan. Additionally, signage and street lighting is outlined in this section.
   e. **Guideline E.** Walls and Fencing. Walls and fencing are not proposed at this time.
   f. **Guideline F.** The applicant is not proposing any accessory structures in this phase of the development though the single-family units may be allowed accessory structures.
   g. **Guideline G.** The landscape standards require a 15' wide landscape strip along the right-of-way of any property facing a public street unless it is occupied by a building, driveway, etc. City code requires that five years after planting, all landscape areas are

at least 50% covered with foliage of shrubs, grass and live-vegetative ground cover. A detailed landscape plan will be submitted with the construction drawings.

5. **Lighting.** The lighting for these phases will be required to be night-sky friendly fixtures. Pedestrian level lighting is strongly encouraged. A lighting plan has not been submitted with these plans, but staff will ensure that the lighting meets the standards during the site plan process.

Department Comments:

Sewer/Water

1. Engineer shall demonstrate that all alleys that have utilities in them are wide enough to provide proper separation.

Power

1. The power department had no comment as this area is in Dixie Power's area.

Engineering

1. No comments were received by Engineering.

Parks

1. The Parks department had no comment on this pod.

Fire

1. No comments on this phase.

Recommendation:

On a 5-0 vote, the Planning Commission recommend approval of the zone change Amendment with the following comments and conditions:

1. All units will meet the required parking standards whether on street or on site.
2. All comments by the various departments will need to be addressed at the time of site plan.
3. That the master HOA provides a plan for enforcement for parking in any alleyways and reports quarterly to the Community Development Director on enforcement statistics.

Alternatives:

1. Approve as presented.
2. Approve with conditions.
3. Deny the application.
4. Continue the proposed zone change amendment to a specific date.

Possible Motion:

I move we approve the Zone Change Amendment to Desert Color for Sage Haven phases 14 & 15 development with the conditions and comments outlined in the staff report.

Findings for Approval:

1. The proposed amendment meets the requirements of the Desert Color zoning plan as approved by City Council.
2. There will be adequate parking either on site or on street to facilitate the development.

EXHIBIT A
POWER POINT PRESENTATION

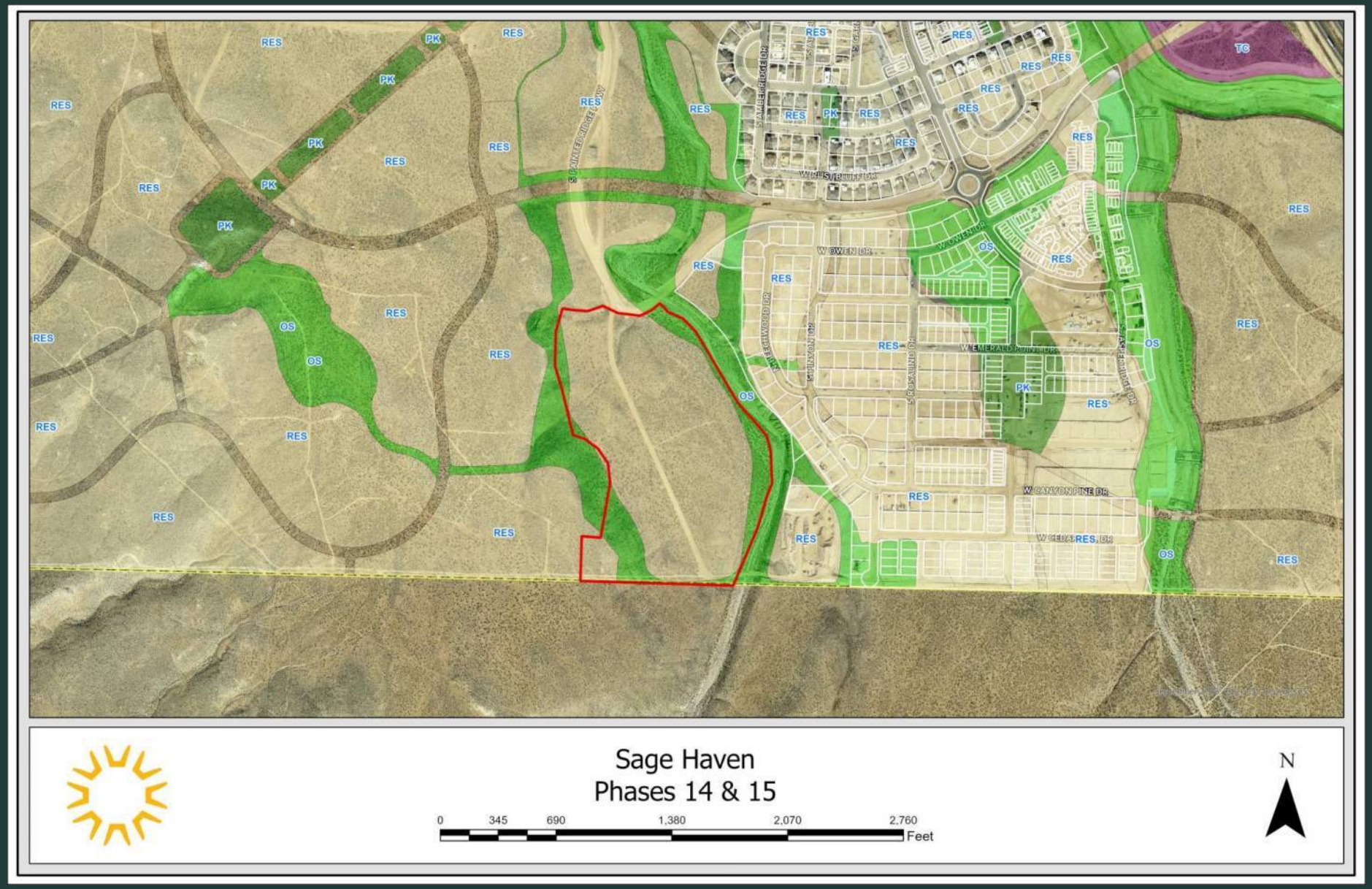
SAGE HAVEN
PHASES 14 & 15

2022-ZCA-049

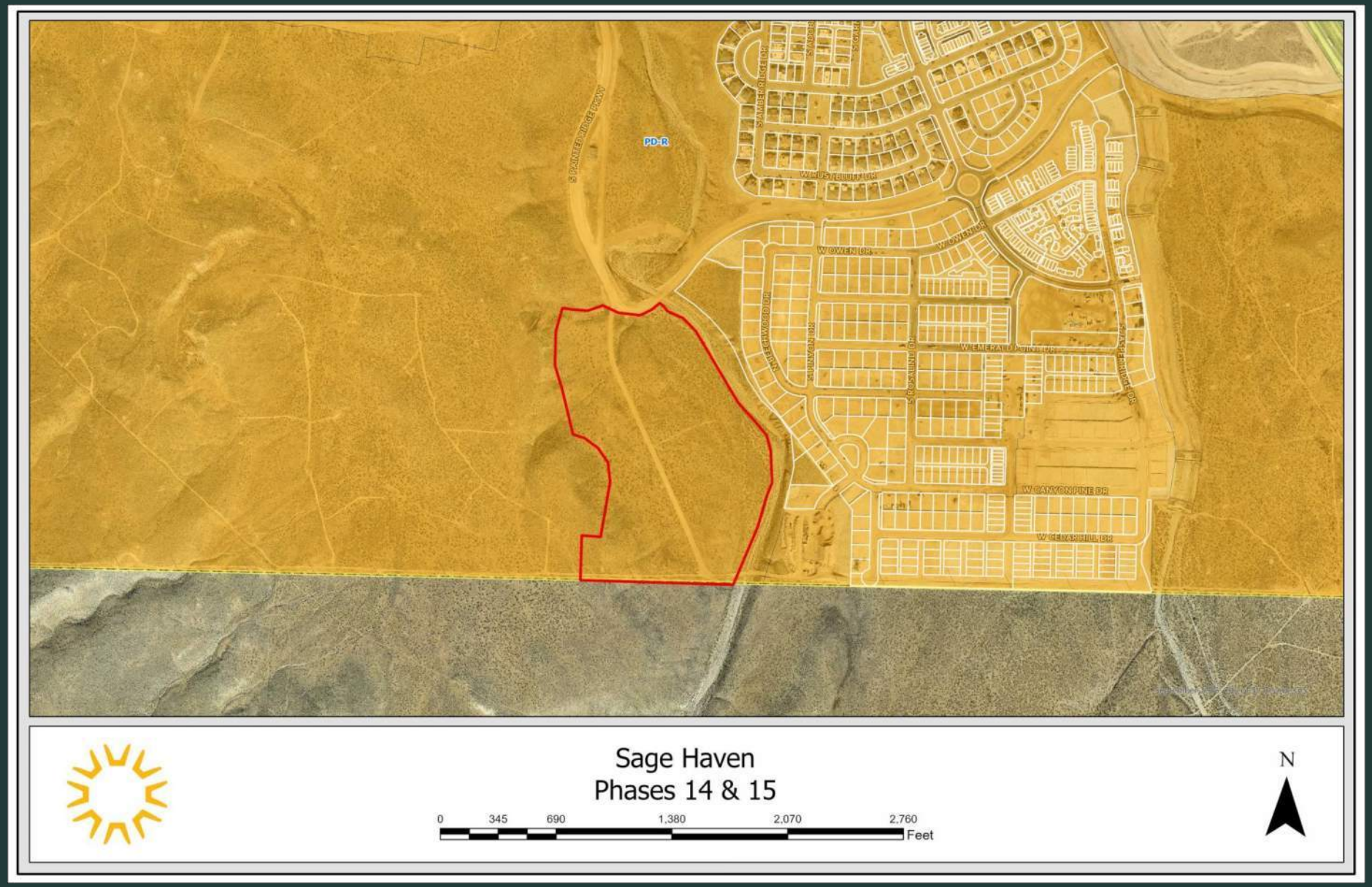
AERIAL MAP


S PAINTED RIDGE PKWY
W DUSTY BLUFF DR
W OWEN DR
W EMERALD POINTE DR
W CANYON PINE DR
W CEDAR HILL DR
Sage Haven
Phases 14 & 15
0
345
690
1,380
2,070
2,760
Feet
N

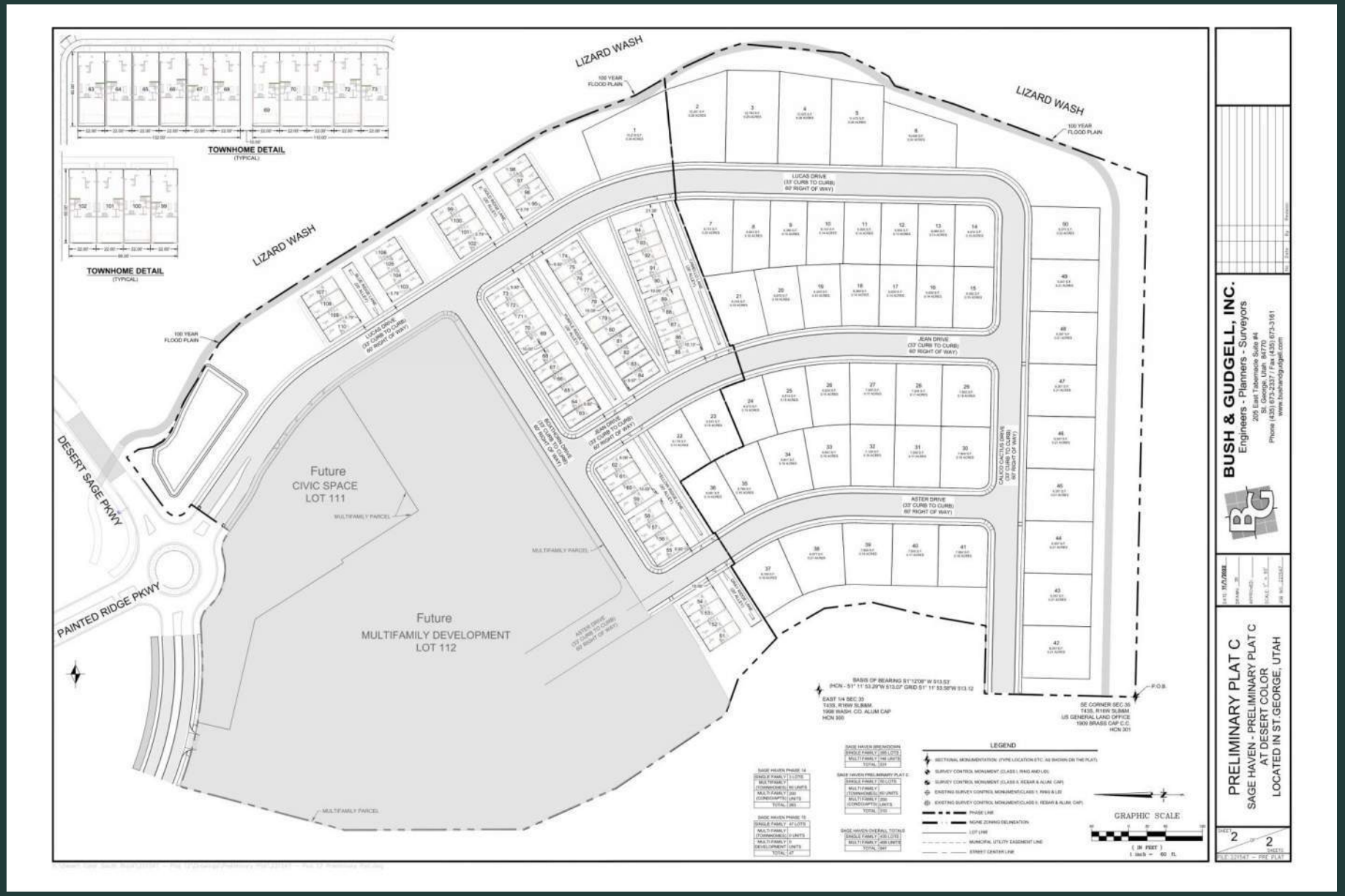
GENERAL PLAN MAP



ZONING MAP


PD-R
S PAINTED BUTTE PKWY
W OWENS DR
W CANYON PINE DR
W CEDAR HILL DR
Sage Haven
Phases 14 & 15
0
345
690
1,380
2,070
2,760
Feet
N

SITE PLAN


LIZARD WASH
100 YEAR FLOOD PLAIN
TOWNHOME DETAIL
(TYPICAL)
LUCAS DRIVE
(33' CURB TO CURB)
60' RIGHT OF WAY)
JEAN DRIVE
(33' CURB TO CURB)
60' RIGHT OF WAY)
ASTER DRIVE
(33' CURB TO CURB)
60' RIGHT OF WAY)
CALICO CACTUS DRIVE
(33' CURB TO CURB)
60' RIGHT OF WAY)
DESERT SAGE PKWY
PAINTED RIDGE PKWY
Future
CIVIC SPACE
LOT 111
Future
MULTIFAMILY DEVELOPMENT
LOT 112
MULTIFAMILY PARCEL
BASIS OF BEARING S1°12'08" W 513.53'
(HCN - S1° 11' 53.29"W 513.07' GRID S1° 11' 53.58"W 513.12
EAST 1/4 SEC 35
T43S, R16W SLB&M
1998 WASH. CO. ALUM CAP
HCN 300
SE CORNER SEC 35
T43S, R16W SLB&M
US GENERAL LAND OFFICE
1909 BRASS CAP C.C.
HCN 301
P.O.B.
LEGEND
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
209 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-3177 Fax (435) 673-3161
www.bushandgudgell.com
PRELIMINARY PLAT C
SAGE HAVEN - PRELIMINARY PLAT C
AT DESERT COLOR
LOCATED IN ST GEORGE, UTAH
SHEET 2
2
SHEETS

CONCEPTUAL LANDSCAPE PLAN



ELEVATION #1



FRONT ELEVATION
DESERT TERRITORIAL



REAR ELEVATION
DESERT TERRITORIAL

ARCH E1 SIZE SHEET (30"X42")

Plan current up to: Addendum
Proj: SAHT0E000
Client: 4-PLEX

BUILDING E
FRONT & REAR ELEVATIONS

Date: 09/20/2022
Drawn By: Hailey Wallis
Checked by:
SCALE: 1/4" = 1'-0"
SHEET: A201

DESERT TERRITORIAL



FRONT RIGHT ELEVATION
NOT TO SCALE



FRONT LEFT ELEVATION
NOT TO SCALE



REAR RIGHT ELEVATION
NOT TO SCALE



REAR LEFT ELEVATION
NOT TO SCALE

visionary HOMES

BUILDING A
PERSPECTIVE VIEWS

SHEET: A203

ELEVATION #2



FRONT ELEVATION
COTTAGE



REAR ELEVATION
COTTAGE

ARCH E1 SIZE SHEET (30"X42")

Addendum
Proj: SAHT0A000
Client: 4-PLEX

BUILDING A
FRONT & REAR ELEVATIONS

Date: 09/20/2022
Drawn By: Hailey Wallis
Checked by:
SCALE: 1/4" = 1'-0"
SHEET: A201

DESERT TERRITORIAL



FRONT RIGHT ELEVATION
NOT TO SCALE



FRONT LEFT ELEVATION
NOT TO SCALE



REAR RIGHT ELEVATION
NOT TO SCALE



REAR LEFT ELEVATION
NOT TO SCALE

visionary HOMES

BUILDING A
PERSPECTIVE VIEWS

SHEET: A203

ELEVATION #3


MATERIALS SHOWN:
-HARDBOARD LAP SIDING
-STUCCO SIDING
-STONE
-TILE ROOFING
2040 SQ. FT
1614 SQ FT
1741 SQ FT
1741 SQ FT
1614 SQ FT
2040 SQ. FT
2040 SQ. FT
1614 SQ FT
1741 SQ FT
1741 SQ FT
1614 SQ FT
2040 SQ. FT
visionary HOMES
© STERLING BRANDS LLC
50 East 2500 North, #101
North Logan, UT, 84341
(435) 750-1480
buildwithvisionary.com
Plan current up to: Addendum
Proj: DCAH0TC
Client: 6-PLEX
STYLE: TRADITIONAL
ELEVATIONS
Date: 03/19/2021
Drawn By: Courtney S
Checked by:
SCALE: 1/4" = 1'-0"
SHEET:
ARCH E1 SIZE SHEET (30"X42")

RENDERING







RENDERING







ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE EXISTING DESERT COLOR PLANNED DEVELOPMENT RESIDENTIAL (PDR) ZONE ON APPROXIMATELY 33.77 ACRES TO APPROVE TWO NEW PHASES OF SAGE HAVEN, PHASES 14 & 15 OF THE DESERT COLOR DEVELOPMENT WITH CONCEPTUAL SITE PLAN, LANDSCAPE PLANS, MATERIALS, AND ELEVATIONS AND AMEND THE DESERT COLOR ZONE PLAN.

(Sage Haven Phases 14 & 15 Plan Amendment)

WHEREAS, the property owner has requested an amendment to the PD-R zone on approximately 33.77 acres, to approve the addition of 60 multi-family townhomes and 50 single family units to the PD and approve elevations and site layout, along with an amendment to the Desert Color zone plan. The site is generally located east of I-15 and south of Southern Parkway; and

WHEREAS, the City Council held a public meeting on this request on December 15, 2022; and

WHEREAS, the Planning Commission held a public hearing on November 22, 2022, and thereafter forwarded a recommendation for approval of the requested amendments to the City Council with a 5-0 vote; and

WHEREAS, the City Council has determined that the requested zone change amendment to the Zoning Map is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, and are in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the amendment to the Planned Development Residential (PD-R) zone on 33.77 acres. The zone change amendment and location are more specifically described on the attached property legal description, incorporated herein as Exhibit “A.” The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication and/or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 15th day of December 2022.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

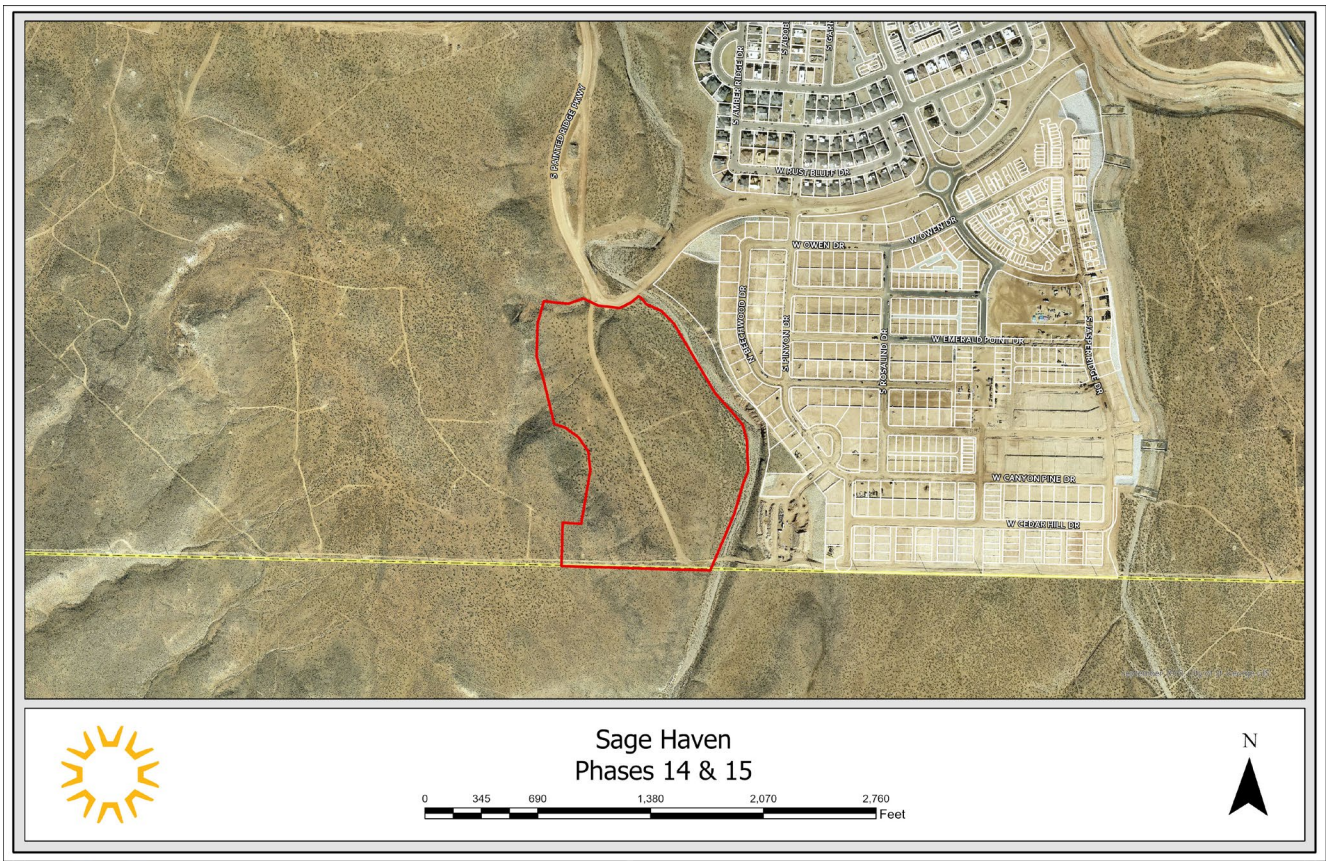
EXHIBIT "A"

Sage Haven at Desert Color Phases 14 & 15

SAGE HAVEN – PRELIMINARY PLAT C LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 01°12'08" EAST ALONG THE SECTION LINE 245.00 FEET; THENCE SOUTH 88°43'26" EAST 110.15 FEET; THENCE NORTH 09°51'54" EAST 97.41 FEET; THENCE NORTH 13°30'49" EAST 90.81 FEET; THENCE NORTH 06°58'18" WEST 78.51 FEET; THENCE NORTH 30°07'48" WEST 81.93 FEET; THENCE NORTH 46°34'03" WEST 101.01 FEET; THENCE NORTH 70°37'44" WEST 60.47 FEET; THENCE NORTH 34°01'52" WEST 214.79 FEET; THENCE NORTH 24°06'07" WEST 164.01 FEET; THENCE NORTH 00°12'19" WEST 291.80 FEET; THENCE NORTH 14°53'14" EAST 270.06 FEET; THENCE NORTH 21°12'41" EAST 6.50 FEET; THENCE EASTERLY ALONG A 537.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 80°54'36" EAST A DISTANCE OF 225.73 FEET), CENTER POINT LIES NORTH 21°12'41" EAST THROUGH A CENTRAL ANGLE OF 24°14'34", A DISTANCE OF 227.42 FEET; THENCE NORTH 86°58'07" EAST 37.86 FEET; THENCE EASTERLY ALONG A 36.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 67°17'41" EAST A DISTANCE OF 31.26 FEET), CENTER POINT LIES SOUTH 03°01'53" EAST THROUGH A CENTRAL ANGLE OF 51°28'23", A DISTANCE OF 32.34 FEET; THENCE EASTERLY ALONG A 82.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 74°03'43" EAST A DISTANCE OF 88.13 FEET), CENTER POINT LIES NORTH 48°26'30" EAST THROUGH A CENTRAL ANGLE OF 65°00'27", A DISTANCE OF 93.04 FEET; THENCE EASTERLY ALONG A 36.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 80°49'46" EAST A DISTANCE OF 31.26 FEET), CENTER POINT LIES SOUTH 16°33'57" EAST THROUGH A CENTRAL ANGLE OF 51°28'23", A DISTANCE OF 32.34 FEET; THENCE NORTH 34°54'26" EAST 75.50 FEET; THENCE NORTHWESTERLY ALONG A 35.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 33°05'30" WEST A DISTANCE OF 26.60 FEET), CENTER POINT LIES NORTH 34°54'26" EAST THROUGH A CENTRAL ANGLE OF 44°00'08", A DISTANCE OF 27.26 FEET; THENCE NORTHEASTERLY ALONG A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 34°08'31" EAST A DISTANCE OF 42.35 FEET), CENTER POINT LIES SOUTH 80°54'46" EAST THROUGH A CENTRAL ANGLE OF 50°06'33", A DISTANCE OF 43.73 FEET; THENCE NORTH 59°11'47" EAST 46.06 FEET; THENCE NORTHEASTERLY ALONG A 824.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 57°48'10" EAST A DISTANCE OF 40.08 FEET), CENTER POINT LIES NORTH 30°48'13" WEST THROUGH A CENTRAL ANGLE OF 02°47'14", A DISTANCE OF 40.08 FEET; THENCE SOUTH 33°35'27" EAST 27.22 FEET; THENCE SOUTH 09°56'50" EAST 23.89 FEET; THENCE SOUTH 30°29'07" EAST 17.80 FEET; THENCE SOUTH 48°35'24" EAST 9.32 FEET; THENCE SOUTH 53°05'01" EAST 14.45 FEET; THENCE SOUTH 66°24'40" EAST 49.54 FEET; THENCE SOUTH 58°52'03" EAST 109.67 FEET; THENCE SOUTH 44°45'59" EAST 65.05 FEET; THENCE SOUTH 32°58'09" EAST 116.83 FEET; THENCE SOUTH 31°57'04" EAST 147.92 FEET; THENCE SOUTH 31°18'23" EAST 301.71 FEET; THENCE SOUTH 21°41'01" EAST 160.63 FEET; THENCE SOUTH 30°03'34" EAST 89.08 FEET; THENCE SOUTH 25°16'31" EAST 61.76 FEET; THENCE SOUTH 18°37'57" EAST 38.87 FEET; THENCE SOUTH 05°07'10" WEST 166.23 FEET; THENCE SOUTH 25°44'03" WEST 55.83 FEET; THENCE SOUTH 28°48'25" WEST 28.80 FEET; THENCE SOUTH 57°19'20" WEST 18.36 FEET; THENCE SOUTH 16°58'44" WEST 97.59 FEET; THENCE SOUTH 20°22'58" WEST 325.00 FEET; THENCE SOUTH 01°16'36" WEST 11.41 FEET TO A POINT ON THE UTAH/ARIZONA STATE BORDER LINE; THENCE NORTH 88°43'26" WEST ALONG SAID LINE 849.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,470,985 SQUARE FEET OR 33.77 ACRES.



Agenda Date: 12/15/2022 **Agenda Item Number:** 05

Subject:

Consider approval of an ordinance amending the Boulder Creek Crossing Planned Development Commercial (PD-C) zone to build a new dental office building approximately 0.55 acres located on lot 14 at 1260 East 1450 South Street to be known as Save Dental. Case No. 2022-ZCA-048

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: Save Dental

Reference Number: 2022-ZCA-048

Address/Location:

1260 East 1450 South

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

The Boulder Creek Crossing Planned Development Commercial (PD-C) was first approved in 2015. This proposal is for a new two story 5,139 sq. ft. dental office building, with the second story being a office (635 sq. ft.) for Save Dental. The underlying general plan is Commercial (COM). This proposal is on the west side of River Road in the Boulder Creek Crossing Planned Development (PD-C). At their meeting held on the Planning Commission held a public hearing and recommended approval with a vote of 5-0.

Staff Narrative (need/purpose):

Approval of this application would approve a new dental office building in the Boulder Creek Crossing Planned Development Commercial (PD-C). This will provide a new dental business to this area of St George.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of this Zone Change Amendment to the Boulder Creek Crossing to add a new dental building to the project with the following condition:1. A site plan meeting all regulations of the code and consistent with this plan is required prior to construction.Planning Commission recommended approval with a vote of 5-0.

St.George
Community Development

Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: 11/15/2022
CITY COUNCIL AGENDA ITEM: 12/01/2022

Save Dental Zone Change Amendment (Case No. 2022-ZCA-048)		
Request:	The applicant is seeking approval to add a 5,139 sq ft two story dental office building to the site	
Applicant:	Save Dental	
Representative:	Aaron Salmon and Matthew Metcalf	
Location:	Approximately 1260 E 1450 S	
General Plan:	Low Density Residential (LDR)	
Existing Zoning:	Planned Development Residential (PD-C) Boulder Creek Crossing.	
Surrounding Zoning:	North	R-1-10 (Single Family Residential, 10,000 sq ft lots)
	South	Open Space
	East	PD-C (Planned Development Commercial)
	West	R-1-10 (Single Family Residential, 10,000 sq ft lots)
Land Area:	Approximately 0.55 acres	



BACKGROUND:
This request is for a PD (Planned Development) amendment (or zone change amendment) to build a new dental office building at the existing Boulder Creek Crossing Ph.2 lot 14 site. The site is approximately 0.55 acres total; the site is located at approximately 1260 East 1450 South.

The two-story building will provide dental services on the main floor and a small (635 sq, ft,) office on second floor for the Save Dental business.

The applicant has provided staff with site plan, a conceptual landscape plan and elevations of the proposed two-story building. The following table outlines the details of those plans.

Please see the zoning requirement details below:

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks		Setbacks will be confirmed with Site Plan review.	The required setbacks will be: Front (interior lot): 0' Side (west): 0' Side (east): 0' Rear (north): 20'
Temporary Buildings, including Cargo Containers	10-8-4	None	N/A
Pedestrian Circulation Plan	10-8-6	The site plan provided shows shared access with the surrounding proposed development.	This meets requirements.
Uses	10-8D-2	The use is the same as the existing uses.	The use was established with the original approval of PD-C .
Height and Elevation	10-8D-2	The proposed maximum height is 23'8" (two story).	The PD-C zone allows for a 50' height. This meets regulations.
Phasing Plan	10-8D-2	No phasing proposed.	N/A
Landscape Plan	10-8D-2	A conceptual landscape plan has been provided.	This will be verified for code compliance at the time of site plan approval.

Utilities	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. We will ensure this is completed during the site plan approval process.
Signs	10-8D-2	No signage is being proposed with this phase.	Any signage will meet the requirements of the sign code.
Lighting	10-8D-2	A photometric plan has not been provided.	A photometric plan will be submitted as part of the site plan submittal.
Solid Waste	10-8D-6	The site plan does not show the location for solid waste.	The waste location will be required to have solid wall surrounding it and shown on the site plan.
Buffer Protection of Residential Property	10-8D-6	The site plan shows a landscaped, 10' buffer adjacent to the residential property to the west.	There is 6' masonry wall on the west property line next to R-1-10 zoning. This meets the requirements.
Overlay Zones	10-13	None	N/A
Parking	10-19-5	The applicant is showing 37 parking stalls for the building.	They are required to have 21 parking spaces for the building. This meets requirements.
EVCS And Bike Parking	10-19-6	They are not showing bike racks or electric vehicle charging station.	Regulations require 2 bike spaces and conduit for 1 EVCS.

RECOMMENDATION:
Staff recommends approval of this zone change amendment with the following conditions:

1. A site plan meeting all regulations of the code and consistent with this plan is required prior to construction.

PLANNING COMMISSION: The Planning Commission recommended approval to the City Council for the Save Dental zone change amendment with the condition recommended by staff in the staff report.

ALTERNATIVES:

1. Recommend approval as presented.

2. Recommend approval with conditions.
3. Recommend denial.
4. Table the proposed zone change amendment to a specific date.

POSSIBLE MOTION:
"I move that we approve the proposed Save Dental zone change amendment as presented, based on the findings and subject to the conditions listed in the staff report. Case no. 2022-ZCA-048".

FINDINGS FOR APPROVAL:
1. The use was established with the approval of the PD-C zone.
2. The proposed zone change meets the zone-change application requirements found in Section 10-7F.

Exhibit A
Applicant's Narrative

Matt Metcalf Architecture, PLLC
3768 S. Loganberry Cir.
St. George, UT 84790
mattmetcalfarch@gmail.com
(435) 229-6849

October 25, 2022

RE: Save Dental Office

Save Dental is requesting a Planned Development Commercial Secondary Zone Change for the proposed Save Dental Office to be located Approximately 1260 E 1450 S, St. George, UT 84790. Parcel Number: SG-BLDR-2-14-PT-A.

The current site is vacant and part of the Boulder Creek Crossing 2 development, partial amendment A (SG) Lot: 14 S: 32 T: 42S R: 15W. The current zoning is PD-C (Planned Development – (Mixed Use / Commercial).

The overall site is 23,856 sq. ft. (0.55 acres) and we are proposing a 5,139 sq. ft., 2-story building
with a 4,504 sq ft. footprint. We are providing 4,917 sq. ft. (20.6%) landscaped area.

We exceed the 21 required parking spaces and are providing 37 spaces total.

Elevations, perspectives, and plans have been provided with this submittal. We anticipate 15 treatment rooms as well as reception, break, lab, and administrative spaces. The main level is 4,504 sq. ft. with a small second level office/administrative area 635 sq. ft. in size.

We believe that the proposed dental office building will be harmonious with the existing site and tenants.

Thank you for your consideration and approval for this project.

Matt Metcalf, Architect
mattmetcalfarch@gmail.com

(435) 229-6849

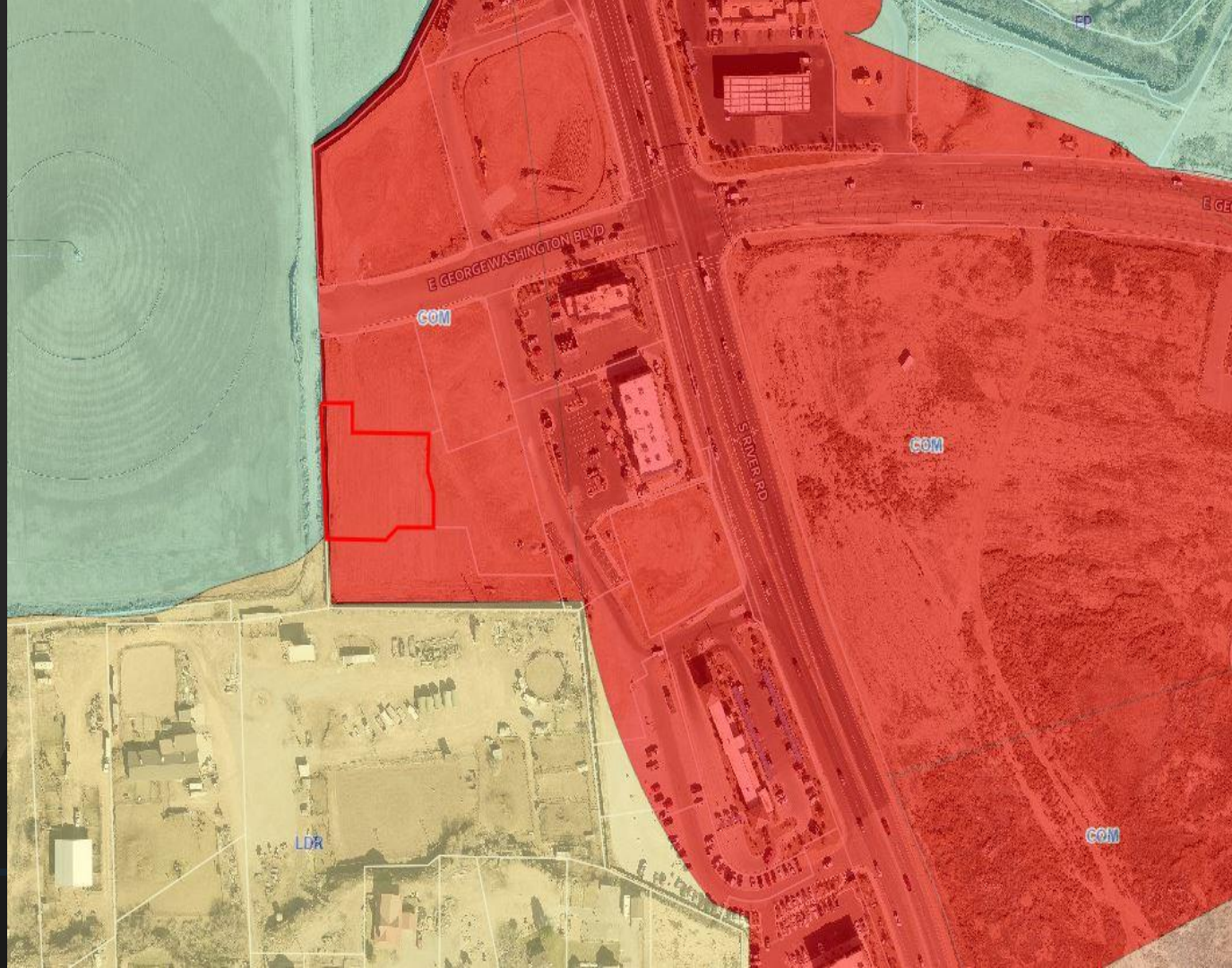
Exhibit B
PowerPoint Presentation


Save Dental
2022-ZCA-048

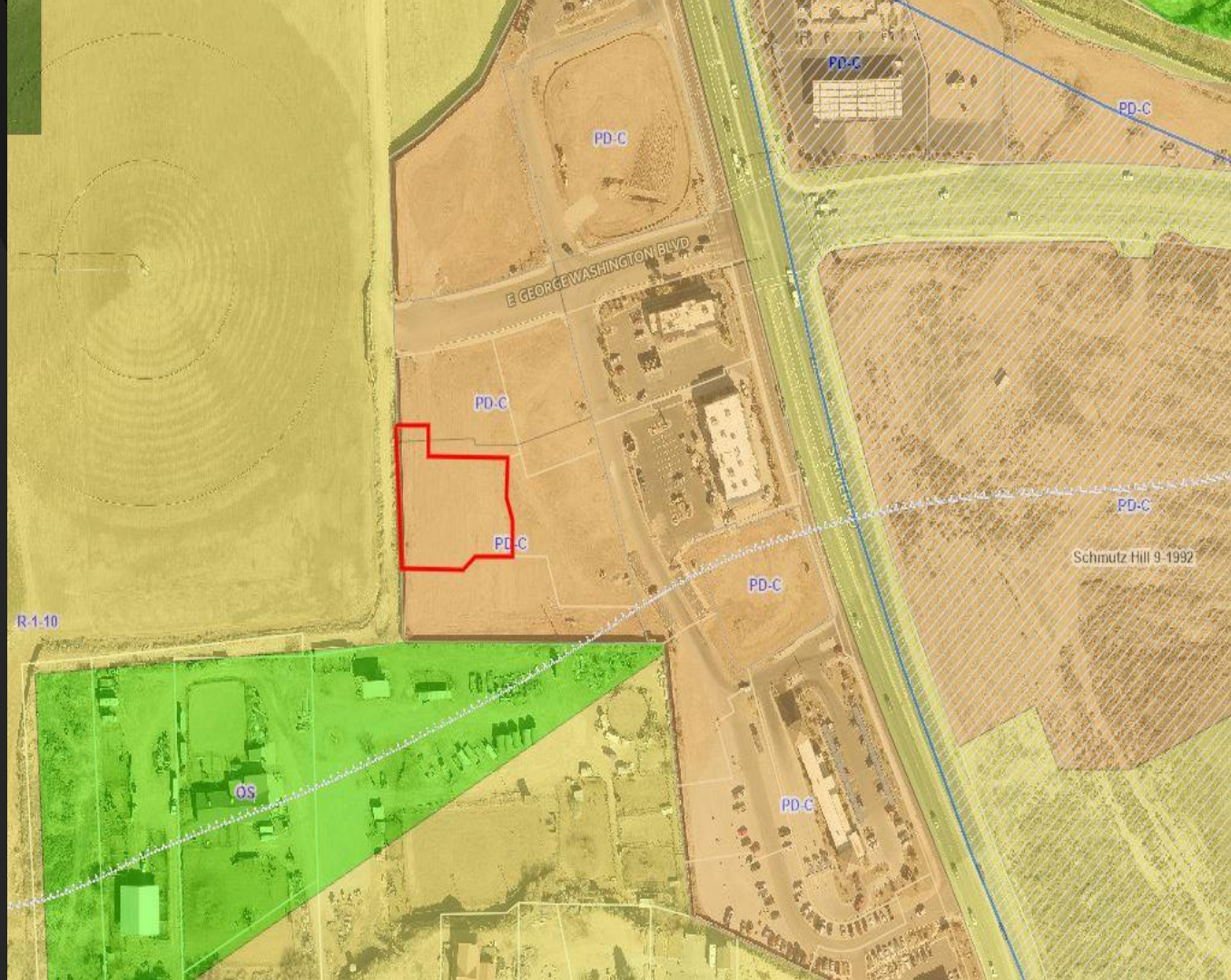
Aerial Map



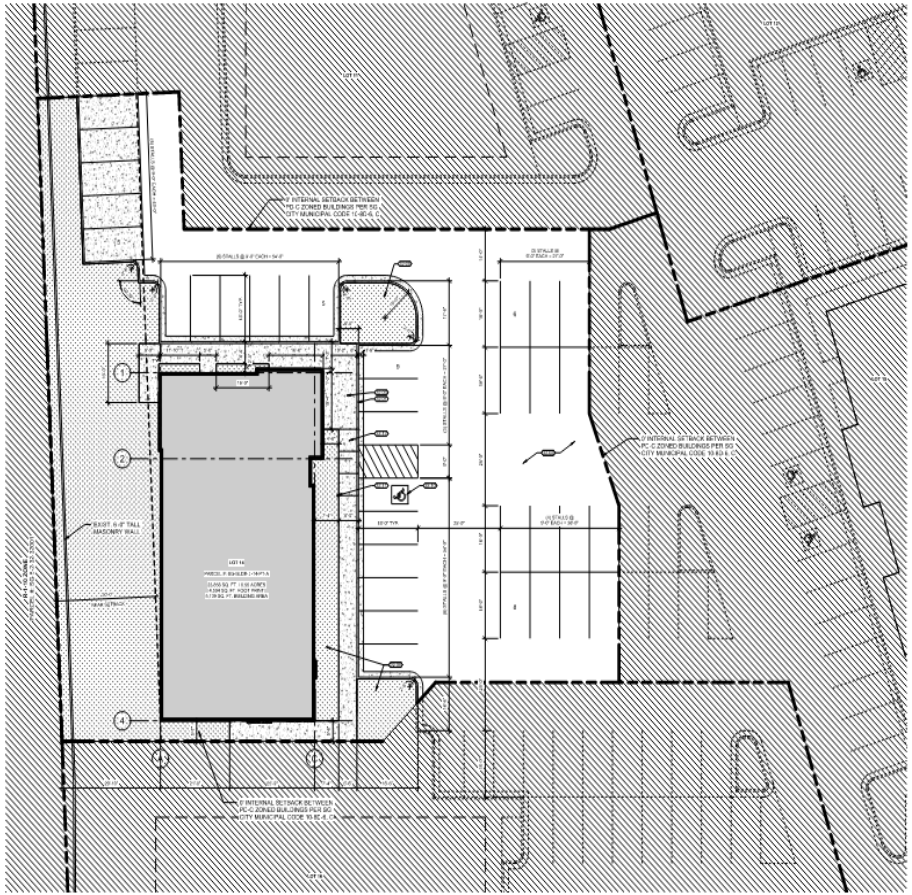
General Plan Map



Zoning Map


PD-C
PD-C
PD-C
E GEORGE WASHINGTON BLVD
PD-C
PD-C
PD-C
PD-C
PD-C
Schmutz Hill 9-1992
R-1-10
OS

Site Plan



A1 ENLARGED ARCHITECTURAL SITE PLAN

GENERAL NOTES

A. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF MASONRY OR FACE OF CURB, U.N.O.
B. SLOPE ALL LANDSCAPING GRADES AND PAVED AREAS AWAY FROM THE BUILDING A MIN. OF 6" OVER THE FIRST 10'-0" WHERE POSSIBLE, U.N.O. NOT TO EXCEED 10%
C. CALL BLUESTAKES @ 1-800-662-4111 PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION.
D. PROVIDE NON-FREEZE TYPE BACKFLOW PREVENTER ASSEMBLY.
E. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
F. CONTRACTOR TO COORDINATE, PROVIDE AND INSTALL UNDERGROUND SEWER, POWER, TELEPHONE, CABLE TV, AND GAS, AND WATER LINES TO EXACT LOCATIONS. COORDINATE LOCATIONS WITH APPROPRIATE TRADES AND OWNER.

SITE LEGEND

ADJACENT PROPERTY - NOT PART OF PROJECT SCOPE

PROPERTY LINES

TOPOGRAPHY LINES

SITE CALCULATIONS

PARCEL #:	SG-BLDR-1-14-PT-A
SITE AREA:	23,656 SQ. FT. (0.55 ACRES)
BLDG FOOTPRINT:	4,504 SQ. FT.
BLDG AREA:	5,139 SQ. FT.
LANDSCAPE REQ'D:	4,731 SQ. FT. (20%)
LANDSCAPE PROV'D:	5,963 SQ. FT. (25%)
PARKING REQ'D:	21 SPACES (1/250)
PARKING PROV'D:	33 SPACES

KEYNOTES

32 01	CURB AND GUTTER PER CIVIL DRAWINGS, TYP.
32 03	CONCRETE SIDEWALK PER CIVIL DRAWINGS
32 05	LANDSCAPING PER LANDSCAPE DRAWINGS, TYP.
32 06	ASPHALT PAVEMENT
32 10	ADA ACCESSIBLE PARKING STALL, REFER TO DETAILS
32 11	ADA PARKING SIGNAGE, REFER TO DETAILS
32 12	ADA ACCESSIBLE ACCESS RAMP, REFER TO DETAILS

CREATIVE DIMENSIONS
P.O. 1234 01
ST. GEORGE, UT 84771
(435) 986-2227
mbarr@cdpros.com

MATT METCALF ARCHITECTURE, PLLC
STEVE LEMMON DESIGN
ST. GEORGE, UT 84790
(435) 256-5565
mattmetcalfarch@gmail.com

ARCHITECT STAMP

REVISIONS

No.	Description	Date

SAVE DENTAL

APPROX. 1260 E 1450 S
ST. GEORGE, UTAH 84790
PARCEL #: SG-BLDR-2-14-PT-A

ENLARGED SITE PLAN

PROJECT NUMBER: SP2230
DATE ISSUED: 2022.10.26

AS102

Landscape Plan



Elevations


EXTERIOR MATERIALS LEGEND
KEYNOTES
C1 EAST EXTERIOR ELEVATION
B1 WEST EXTERIOR ELEVATION
CREATIVE DIMENSIONS
MATT METCALF ARCHITECTURE, PLLC
ARCHITECT STAMP
SAVE DENTAL
APPROX. 1260 E 1450 S
ST. GEORGE, UTAH 84790
PARCEL #: SG-BLDR-2-14-PT-A
EXTERIOR ELEVATIONS

Elevations





CREATIVE DIMENSIONS

MATT METCALF
ARCHITECTURE, PLLC

ARCHITECT STAMP

SAVE DENTAL

APPROX. 1260 E 1450 S.
ST. GEORGE, UTAH 84790
PARCEL #: SG-BLDR-2-14-PT-A

PERSPECTIVE
VIEWS

A202

Materials


SAVE DENTAL
"CHARCOAL"
"DARK BROWN"
"SLATE GRAY"
1
THIN BRICK VENEER
INTERSTATE BRICK
EMPEROR 4"x2-1/2"x16" "ASH" MATTE TEXTURE
2
METAL SIDING & WINDOW FRAMES
VERTICAL TONGUE & GROOVE 6" CHANNEL SIDING
LONGBOARD FACADES
WINDOW & DOOR FRAMES, FLASHING, ETC.
"DARK BROWN"
3
STUCCO FIELD COLOR
SHERWIN-WILLIAMS
SW 9629 "CONSTELLATION"
4
STUCCO ACCENT COLOR
SHERWIN-WILLIAMS
SW 7046 "ANONYMOUS"
5
ARCHITECTURAL STEEL
SHERWIN-WILLIAMS
SW 6258 "TRICORN BLACK"

Conditions of Approval.

1. A site plan meeting all regulations of the code and consistent with this plan is required prior to construction.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE BOULDER CREEK CROSSING PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APROXIMATELY 0.55 ACRES, LOCATED GENERALLY AT 1260 E 1450 S. TO BUILD A NEW 5,139 SQ FT DENTAL OFFICE BUILDING.

(Save Dental)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) zone on approximately 0.55 acres, located at 1260 E 1450 S. to build a new 5,139 sq ft dental office building. The review includes the conceptual layout, elevations, site plan, landscaping, and parking; and

WHEREAS, the Planning Commission held a public hearing on this request on November 15, 2022; and

WHEREAS, the Planning Commission recommends approval of the requested zone change amendment and project concept; and

WHEREAS, the City Council has determined that the requested change to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment to the Boulder Creek Crossing PD-C (Planned Development Commercial) zone, on approximately 0.55 acres, located at 1260 E 1450 S. The property affected by this zone change amendment is more specifically described on the legal description, incorporated herein as Exhibit “A”, and parcel exhibit, incorporated herein as Exhibit “B”.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 15th day of December 2022.

CITY OF ST. GEORGE: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A” – Legal Description

All of lot 15, Boulder Creek Crossing Phase 2 Partial Amendment "A", according to the official plat thereof, on file as entry number 2022 0029380 in the Office of the Recorder of Washington County, State of Utah. Containing 23,856 square feet or 0.55 acres.

Exhibit “B” – Parcel Exhibit



Agenda Date: 12/15/2022 **Agenda Item Number:** 06

Subject:

Consider approval of an ordinance amending the Stonebridge Planned Development Residential (PD-R) zone to amend Phases 4 and 5 in the Sienna Park Condominiums development to update the buildings and conceptual site plan as well as add seven (7) additional units to this development on approximately 5.11 acres located at 271 North Country Lane, for a project to be known as Sienna Park Condos. Case No. 2022-ZCA-044

Item at-a-glance:

Staff Contact: Carol Davidson

Applicant Name: City of St. George

Reference Number: 2022-ZCA-044

Address/Location:

271 North Country Lane

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

The original Stonebridge development was created in the 1990s. This 660-unit development started with the dedication of nine holes to the Sunbrook Golf Course. The entire development consists of single and multifamily neighborhoods including Sienna Park Condominiums. A public hearing was held for this project at the Planning Commission meeting on November 15, 2022 and continued until the November 22, 2022 meeting. At their meeting held on November 22, 2022, the Planning Commission recommended approval with a vote of 5-0, with conditions.

Staff Narrative (need/purpose):

The purpose of this amendment is to amend the conceptual site plan and design (that was approved in 2005) for the final two buildings and to increase the unit count from 70 to 77. Because the applicant is requesting to increase the total unit count for this development, they will be required to bring this entire condominium development up to code. The entire Stonebridge development has been allotted 660 total units. Since there are many phases within the Stonebridge development that have not been built, the total number of units for the Stonebridge development has been adjusted so that the number of total units does not exceed 660 with the addition of these seven new units.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 5-0 vote, the Planning Commission recommended approval with the following conditions:1.The entire development meets parking requirements.2.The entire development meets the amenity space requirements.3.The amenities to be installed include: a pool at least 400 square feet, hot tub, club house, pickleball court, two indoor keyed bicycle storage areas, and an exterior social area all totally not less than 15,400 square feet.4.Landscaping installed meets the 30% code requirement for the entire development with not less than 66,777 square feet of landscaped area.

PLANNING COMMISSION AGENDA REPORT: 11/15/2022
PLANNING COMMISSION CONTINUATION: 11/22/2022
CITY COUNCIL AGENDA REPORT: 12/15/2022

Sienna Park Condos Zone Change (Case No. 2022-ZCA-044)		
Request:	This is a request to amend the Stonebridge PD-R (Planned Development Residential) zone. The applicant is seeking approval to amend Phases 4 and 5 of the Sienna Park Condominiums within this planned development. This amendment will update the buildings and conceptual site plan as well as add seven additional units to this development. The total property area is approximately 5.11 acres	
Applicant:	Brian McMullin	
Representative:	Rob Reid	
Location:	271 N Country Lane	
General Plan:	Low Density Residential (LDR)	
Existing Zoning:	PD-R, Planned Development Residential	
Surrounding Zoning:	North	PD-R
	South	PD-R
	East	PD-R
	West	PD-R
Land Area:	Approximately 5.11 acres	



BACKGROUND:

The original Stonebridge development was created in the 1990's. This 660-unit development started with the dedication of nine holes to the Sunbrook Golf Course. The land use designation for this development is LDR (Low Density Residential) and is achieved by the clustering of the development over 214+ acres. The entire development consists of single and multifamily neighborhoods including Sienna Park Condominiums.

The development of this condominium project has spanned over many years and has gone through many changes. It originally was approved to have seven buildings with 10 units in each building, totaling 70 units. Over the years, there have been many changes made to the design and layout of this development. This includes changing the design of the buildings, reducing the building count to six, reducing the total units to 69, and then bringing the total back up to 70. The purpose of this amendment is to amend the conceptual site plan and design (that was approved in 2005) for the final two buildings and to increase the unit count from 70 to 77. Because the applicant is requesting to increase the total unit count for this development, they will be required to bring the entire development up to code.

The status and unit count of each building is as follows (Phase 4 and 5 include the additional seven units between them):

- Phase 1 = 10 Units (Approved and built in 1998)
- Phase 2 = 14 Units (Approved in 2005, built in 2017)
- Phase 3 = 29 Units (Approved in 2005, land is being graded at this time. This includes one 11-unit building and one 18-unit building.)
- Phase 4 = 14 Units (requesting conceptual site plan approval at this time)
- Phase 5 = 10 Units (requesting conceptual site plan approval at this time)

As previously mentioned, the entire Stonebridge development has been allotted 660 total units. Since there are many phases within the Stonebridge development that have not been built, the total number of units for the Stonebridge development has been adjusted so that the number of total units does not exceed 660 with the addition of these 7 new units. Please see the Land Use Summary Chart below:

STONEBRIDGE LAND USE SUMMARY

Development	Area (ac)	Density	Phases	Platted Units	Unplatted Units	Total Units
Black Rock	9.59	HD	5	102	0	102
Cyprus	4.57	HD	3	34	36	70
Huntington	19.59	MD	5	99	34	133
Monterey	16.55	MD	3	60	0	60
Sienna	5.11	HD	5	24	53	77
Twin Creeks	25.86	LD	3	83	0	83
Wailea Falls	19.79	MD/HD	7	45	83	128
PD Commercial	0.5	HD	1	0	7	7
Open Space	23					
Black Rock 9 Holes	69.42					
Total Area	193.98					
Total Platted Units				447		
Total Unplatted Units					213	
Total Units						660

Amenities: This development includes a clubhouse, pool, and hot tub covering approximately 11,505 square feet. With this amendment, the applicant is also requesting to alter the existing amenities. They are proposing to remove and replace the existing hot tub, clubhouse, and pool, plus add a pickleball court. Our code requires 200 square feet of amenity space per each unit. Because the applicant is requesting to increase the total unit count for this development, they will be required to bring the entire development up to code. To bring the entire 77-unit development in compliance with our code, the required amenity space would be 15,400 square feet. This leaves the development short 3,895 square feet of amenity space. The applicant is proposing to add two indoor bicycle storage buildings with a total of 1400 square feet and an exterior social area of 2500 square feet. These two new additions total up to 3900 square feet and does meet our amenity requirement.

Parking: Below is a table showing the provided and required parking spaces within this development. The units in phases 2, 4, and 5 all provide tandem parking for every unit in each building except one. The site plan also shows a series of detached garages that meet the required parking standards. The table shows that the entire development is over by two parking spaces. The developer plans to add four parking spaces in Phase 3 that will bring the total over the required amount. These four spaces are shown in the site plan but not yet built.

Parking for Sienna Park Condominiums

Phase Number	Units in Phase	ProvidedParking			Required Parking				Parking Shortage/Overage			
		Covered	Uncovered	Total	Covered	Uncovered	Guest Parking	Total	Covered	Uncovered	Guest Parking	Total
1	10	10	22	32	10	10	3	23	0	0	9	9
2	14	28	14	42	14	14	5	33	0	0	9	9
3	29	29	20	49	29	29	10	68	0	9	10	19
4	14	27	12	39	14	14	5	33	0	0	6	6
5	10	18	2	20	10	10	3	23	0	0	3	3
Totals	77			**182**			26	**180**				**2***

For additional zoning requirements, see box below:

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks	10-7F-4	The specific setbacks are not shown on the plans	They applicant will be required to have: 20’ street side setback 10’ side yard setbacks 20’ rear yard setback The building location appears to meet the regulations

Uses	10-7F-2	Residential and amenity space	This meets regulations
Height and Elevation	10-7F-2	Proposed maximum height of units is approximately 36’	The maximum height for this zone is 40’. The proposed structures meet the height requirements.
Density	10-7F-2	The overall density of Stonebridge will be 3.30 du/ac	This meets the density requirements for the LDR zone which is between 1-4 du/ac
Schools, Churches, OS	10-7F-2	None proposed	N/A
Phasing Plan	10-7F-2	This proposal is for phases 4 and 5	A phasing plan has been provided
Landscape Plan	10-7F-2	The landscaping plan is attached.	They will be required to have 30% landscaped.
Utilities	10-7F-2	None shown	This will be coordinated with JUC during the site plan review process.
Solid Waste	10-7F-2	None shown	This will be coordinated with JUC during the site plan review process.
Lighting	10-7F-2	The proposed lighting plan includes lighting on the buildings with photo-electric cells to provide softer lighting.	The lighting will be required to meet the night-sky standards found in the code.
Turning Space	10-7F-2	The units will be accessed via a private parking lot.	The turning space will be required to meet the Fire Code.
Signs	10-7F-2	No signs are requested	
Amenities	10-7F-5	The existing Amenity Area (pool, hot tub, and club house) is 11,505sf. They will be adding two new amenities covering 3,895 sf as mentioned above.	Required amenity area for entire development is 15,400sf and they are required to have two amenities. With the addition of the two new amenities, they will meet this requirement.
Overlay Zones	10-13	N/A	N/A
Parking	10-19	Total parking spaces provided for 77 units: Covered = 112 Uncovered: = 70 Total = 182	Required parking for 77 units: Covered = 77 Uncovered = 77 Guest Parking = 26 Total = 180 * Over = 5 spaces

EVCS And Bike Parking	10-19	Each new unit will have EVCS within their garages. They are also proposing two indoor bike storage spaces.	This proposal meets the requirements.

RECOMMENDATION:
With a 5-0 vote, the Planning Commission recommended approval with the following conditions:

1. The entire development meets parking requirements.
2. The entire development meets the amenity space requirements.
3. The amenities to be installed include: a pool at least 400 square feet, hot tub, club house, pickleball court, two indoor keyed bicycle storage areas, and an exterior social area all totally not less than 15,400 square feet.
4. Landscaping installed meets the 30% code requirement for the entire development with not less than 66,777 square feet of landscaped area.

ALTERNATIVES:

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

POSSIBLE MOTION:
I move we approve the zone change amendment for the Sienna Park Condos with the conditions outlined in the staff report.

FINDINGS FOR APPROVAL:

1. The proposed project meets the requirements of the planned development residential zone as found in the zoning regulations.
2. There will be adequate parking on site to facilitate the development.

Exhibit A
Public Comments

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Fwd: Sienna Park Condominiums

1 message

debbie erickson <coybacon@yahoo.com> Tue, Nov 15, 2022 at 10:18 AM
To: carol.davidson@sgcity.org

Sorry, my original email didn't go thru

Sent from my iPad

Begin forwarded message:

From: debbie erickson <coybacon@yahoo.com>
Date: November 14, 2022 at 12:40:15 PM MST
To: carol.davidson@sgecity.org
Subject: Sienna Park Condominiums

Dear St: George City,

I am writing today concerning the Sienna Park Condominiums at 271 N Country Lane, St George, Utah (case #2022-ZCA-044).

Your noticed prompted me to bring forward a few issues (wasteful water resources and neglect to maintain property) to your attention concerning this property. (I wasn't sure who to contact before now).

They are as follows:
1- Their dilapidated orange vinyl construction bearer has pretty much served no purpose but to catch garbage and tumble weeds because it has not been maintained since the last time they had active construction work. (A long time).
2-It has left exposed rebar, turned every direction, which is my main worry as to the safety of others.
3- Mud and rocks on side walk and gutter at entry of the site. Gutter is totally blocked for any water from above to flow freely creating a muddy mess. Sidewalk - dirt and gravel.
4- There are 2 spots along that walkway where they have a water leak, either from sprinklers or pool. Most likely sprinklers. (It runs down their rock wall from above).But it's been a constant free flow of water.

I'm sorry I didn't bring this to someones attention sooner as we were gone all summer and noticed these problems still existed when we came back. Where

I came from the city would have given you written notice and then fined you for neglect.

I would just like them to be more diligent in maintaining the property even when they are not there.
I am sure it will all be beautiful someday when it's completed but please have them maintained it year round.

Thank you for your time,
Debbie Erickson

Sent from my iPad

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Sienna Park Case: 2022-ZCA-044

1 message

Renu Auto <grant@renuauto.com> Wed, Nov 16, 2022 at 4:06 PM
To: carol.davidson@sgcity.org

I attended the Planning Commission meeting last night as I live on Country Lane and was interested in the Sienna project. While I don't have any notes on the proposed changes, I did want to add a small footnote for consideration.

I understand that these owners own multiple developments in the area and that when looking at the excel sheet posted last night, it appears that most of them are far from completed. Most of these have started anywhere from 15-20 years ago, and yet, half of the area remains unfinished. When shopping for a home, I also noticed that on more than one of their developments, the common areas are completely run down and unmaintained.

I just find it strange that the builder is trying to work on this new project, when they have others that remain unfinished and un-maintained for decades. I'd be curious if they have a reason for that. Just my thoughts.

Thank you,
- Grant

--

RENU
AUTO WASH & DETAIL
Grant Liban
Owner



If you're happy with your service, please don't hesitate to leave us a positive review as it means THE WORLD to us. Simply one click ---> Google Review Us!

Renu Auto

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Stonebridge PD-R Case No. 2022-ZCA-044, Planning Agenda 11-15-2022

1 message

cmcgraw747@aol.com <cmcgraw747@aol.com> Mon, Nov 14, 2022 at 8:24 AM
To: "carol.davidson@sgcity.org" <carol.davidson@sgcity.org>

Ms. Davidson, would you please attach Ron Dale's material for reference please.

To:

- Nathan Fisher
- Elise West
- Ray Draper
- Steve Kemp
- Lori Chapman
- Emily Andrus
- Austin Anderson

We have owned our home at 409 N. Country Lane, Wailea Falls at Stonebridge, since February 2005. Brian McMulin was the developer of our property along with several within eye-shot including Blackrock Condominiums, Cyprus Point and the property related to this agenda item, Sienna Park. There are several issues of concern for approving this request. Along with those presented by resident Ron Dale, you should consider a bit of history with this developer.

I wish our rules were better in how some developers lack followthrough in completing projects within a reasonable timeframe. Brian McMullin is one of those. Just within eyesight (on North Country Lane) he has dragged out and/or not completed developments. He had issues in the past with Blackrock Condominiums. He hasn't completed Cyprus Point. He left Wailea Falls at Stonebridge unfinished and without a formal turnaround. This developer has had delay after delay issues with Sienna Park at Stonebridge. It took him approximately three years finish phase three, I think 12-14 units. Another developer assisted in that completion and they have many construction issues as presented by Ron Dale. This developer has been working for years to prep the infrastructure for additional phases, starting and stoping with obvious lack of cash flow. He now has a request for Planning to approve rezoning for the next additions, adding seven more units. He can't complete the projects he currently has. We need to just say NO!

With this said, all the neighboring homes have had to endure the eyesore of ongoing construction with noise, dust and trash associated with the incomplete projects. Our quality of life has been destroyed by this developer for years now. It's hard to believe the city could allow this type of developer to continue getting approval for projects he never completes. From our years of observations regarding these unfinished projects, it is obvious the developer doesn't have the funding necessary to complete a single project without months or even years of fundraising while several projects sit incomplete. It's just not fair to the surrounding neighborhoods.

Please consider our objections to passing this agenda item.

Thank you for your time and service to our great community.

Charles and Jeanne Hosmer
409 N. Country Lane
St. George 84770

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Fwd: Congratulations, and a note

1 message

John Willis <john.willis@sgcity.org> Thu, Nov 10, 2022 at 9:03 PM
To: Brenda Hatch <brenda.hatch@sgcity.org>, Carol Davidson <carol.davidson@sgcity.org>

---------- Forwarded message ---------
From: <cmcgraw747@aol.com>
Date: Thu, Nov 10, 2022 at 11:19 AM
Subject: Congratulations, and a note
To: john.willis@sgcity.org <john.willis@sgcity.org>

Mr. Willis,

I know how busy you must be these days, as you were in the past when I needed answers. I just wanted to take a second to congratulate you on the appointment as acting city manager. I remain impressed with your follow-through in helping me navigate the issue our community (Wailea Falls) had with developer, Brian McMullin. A mediator resolved the issue to an acceptable outcome, however we were able to successfully keep his actions at bay with your help in the past.

I wish our rules were better in how some developers lack followthrough in completing projects within a reasonable timeframe. Brian McMullin is one of those. Just within our eyesight (on North Country Lane) he has dragged out and/or not completed developments. He had issues in the past with Blackrock Condominiums. He hasn't completed Cypress Point. He left Wailea Falls at Stonebridge unfinished and without a formal turnaround. That was the issue you helped us navigate when he blocked our only access. He has had delay after delay issues on Sienna Park in Stonebridge. It took him three years finish phase three, I think 12-14 unites. Another developer assisted in that completion. He's been working for years to prep the infrastructure for additional phrases. He now has a request for Planning to approve rezoning for the next additions. His item is Case No. 2022-ZCA-044 slated to be heard during the November 15 Planning meeting. I left voice mail and a detailed email requesting additional materials and/or renderings for the item with no response. I will call again today and try to speak with Ms. Hatch. I know she must be busy as well, however a quick email back even to say it isn't possible should be an expectation. (You may not remember, I am a retired executive from the city of Las Vegas) I had high expectations for my employees as did my Director for me.
With this said, all the neighboring homes have had to endure the eyesore of ongoing construction with noise, dust and trash associated with he uncompleted projects. It's hard to believe the city could allow this type of developer to continue getting approval for projects he never completes. He doesn't have the funding necessary to complete a single project without years of fundraising while it sits uncompleted. It's just not fair to the surrounding neighborhoods.

Mr. Willis, I appreciate your time and any suggestions in dealing with this particular dilemma. Again congratulations and the best of luck in securing the permanent position as City Manager!

Regards,

Charles (Charlie) Hosmer
409 N. Country Ln. Unit 25
St. George 84770

--

John Willis
Community Development Director
Office: (435) 627-4235

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Fwd: Sienna Condos

1 message

Brenda Hatch <brenda.hatch@sgcity.org> Mon, Nov 14, 2022 at 8:04 AM
To: Carol Davidson <carol.davidson@sgcity.org>

---------- Forwarded message ---------
From: **Ron Dale** <aliron3637@gmail.com>
Date: Sat, Nov 12, 2022 at 2:13 PM
Subject: Re: Sienna Condos
To: <brenda.hatch@sgcity.org>

On Sat, Nov 12, 2022 at 2:08 PM Ron Dale <aliron3637@gmail.com> wrote:

> On Thu, Nov 10, 2022 at 8:09 PM Ron Dale <aliron3637@gmail.com> wrote:
>
> > ---------- Forwarded message ---------
> > From: **Ron Dale** <aliron3637@gmail.com>
> > Date: Thu, Nov 10, 2022 at 7:57 PM
> > Subject: Sienna Condos
> > To: <brenda.hatch@sgcity.org>
> >
> > My name is Ronald Dale I live at 409 N. Country Ln 39 I am concerned about adding 7 more condos to this development as it will take away area needed for parking for the condos now approved. By approving this change you will force people to park on County Ln. This will create a safety issue for everyone who uses this road, golfers who must cross the street to go to the next hole,bikers,runners,and school children. The visibility will be greatly reduced by having cars parked on both sides of the street.Cars are parked on the east side of the street now because the condo on east side does not have enough space for the occupants to park off the street. The condos sit on top of it hill that has a retaining wall that will require people to either walk to the entrance road or use the golf cart road to get to their house. People are people and will park as close as possible to those entrances.This will. cause safety issues for cars coming and going from both Waimea falls. And Seinna

> condos. So unless the City is going to make Country Ln a No Parking zone from the roundabout to the City line vote no to allow more units for Seinna condos.
> Yea.
>
> Thank you.
>
> Ronald Dale &Alice Dale
>
> 409 N Country Ln 39

--

Brenda Hatch

Development Services Office Supervisor | Development Services

Office: (435) 627-4006

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Fwd: Seinna condominiums

1 message

Brenda Hatch <brenda.hatch@sgcity.org> Mon, Nov 14, 2022 at 8:05 AM
To: Carol Davidson <carol.davidson@sgcity.org>

---------- Forwarded message ---------
From: **Ron Dale** <aliron3637@gmail.com>
Date: Sat, Nov 12, 2022 at 2:06 PM
Subject: Seinna condominiums
To: <brenda.hatch@sgcity.org>

My name is Ronald Dale I live at409 north county Ln and I am concerned about adding 7 more units to the Seinna condos plan I am afraid that by taking this much area for condos that there will not be enough space for parking and this will make the occupants have to park on Country Ln. This will create a safety problem for the people who drive on this street and the golfers who cross the street in their carts plus bikers and walkers. By having cars parked on both Sides of the street visibility will be limited .There are already cars parking on the east side of the street where there is a condo already with not enough parking . So unless the city is willing to make the street for No Parking from the roundabout to the city line I am against the approval of more condo units .

--

Brenda Hatch

Development Services Office Supervisor | Development Services

Office: (435) 627-4006

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Sienna Park Condominiums Case # 2022-ZCA-044

1 message

Ronald Dale <sparkyknowsbest@yahoo.com> Sat, Nov 12, 2022 at 11:27 AM
To: carol.davidson@sgcity.org
Cc: Kimberly Graff <Kimberly@camutah.com>, Gary Twitchell <gbtwitchell@gmail.com>, Richard & Suzanne Bradford <suzyinsandy@yahoo.com>, me <sparkyknowsbest@yahoo.com>, Ron Dale <aliron3637@gmail.com>

To whom it may concern;

We wish to raise several concerns about the request by the developer to increase in number of units above and beyond what was originally permitted for the Sienna Park Condominium project.

Of particular note are Public Safety, Bike Route Safety, Water Conservancy, and Quality of Work.

Country Lane is an ever increasingly busy road and has multiple turns that create a visual hindrance to drivers, golf carts, pedestrians and cyclists that use this roadway. The Sienna Park Developer now wishes to add to the congestion by adding additional residences which go well beyond what was originally approved - thereby increasing the number of cars that will be at the location. It is important to note that these cars may end up parked on Country Lane due to the developments potential loss of parking "on property" thereby pushing resident vehicles out to the already congested roadway and into the designated bike lane. This particular bike lane serves as one of St Georges' busiest bike trails.

Additionally this location is immediately adjacent to a Sunbrook Golf Course Cart Crossing. St George City now has this one-time-only opportunity to address the issue and proactively mitigate a potential safety hazard. The road is currently being used for parking by residents of the developers existing buildings at Sienna Condominiums and across the street at Cyprus Point condominiums. Keep in mind, this is development is far from its final configuration and additional building and units and vehicles will be added as the development continues to be built out to its originally approved number of units and buildings. There can be no greater example of the potential of accident and injury to St. George Citizens than the recent tragic accident that occurred very near this location that resulted in a celebrated NBA star being paralyzed . (See street parking photos enclosed).

Cyclists are blocked from using the bike lane in both directions due to constant use of the bike lane for the developers residents. It is clear the developer intends St George City to augment his parking requirement by using Country Lane as evidenced by the sign installed on the street titled “Visitor Parking” which is in front of the Cyprus Point units. We believe that any development should be well planned enough to address its parking issues on site and not rely on the city to provide parking in a designated Bike Lane and Golf Cart Crossing zone. Particularly when such parking creates a serious safety concern. (See “Visitor Parking” picture enclosed.)

The adjacent areas are full of multi-family units and large moving vans use Country Lane as parking spots further impeding the visibility of drivers and cyclists. (See attached moving truck photo).

The Sunbrook Golf Course has a designated Golf Cart Crossing immediately adjacent to the development under consideration. Golfers wishing to cross the Country Lane are between two turns on Country Lane and often need to pull out into the street to see if cars are coming either way. This is a potential for a wreck and needs to be addressed prior to approval of this project, which again can be mitigated if cars are NOT allowed to park in this section of the bike trail. (See photo of Golf Cart Crossing sign enclosed).

We have also concerns by this particular developers cavalier attitude to water conservancy. For months, his existing property at Sienna has been wasting water near where the pool area and the sidewalk on Country Lane meet. It has been reported to them and yes, to St George City and yet the leak still exists and runs 24/7 unabated and unaddressed. In this time of water conservancy concerns, water wasting developers should not be rewarded with additional approval of increased units. (See photo of rock wall area where leak continues).

We are also concerned about the quality of work of this developer. The Sienna development has had several building quality issues. Complaints include sliding doors that do not latch or lock, water leaks and stucco work being inferior. We do not believe a developer with such a history should be rewarded with additional approval of units until existing concerns at the already built locations are addressed. (See Photos of missing cement leading into the clubhouse and the paint peeling at the current development. This represents only a small sample of the issues reported). The Clubhouse itself has been closed due to various defects. Since it our neighborhood, we want it to remain aesthetically pleasing and in a good state of repair - not run down as the photos indicate.

It us our hope that the city takes these concerns seriously and addresses each one in its proper way and will correct the issues present prior to rubber-stamp approval of the request to add units.

Particularly,

Adequate on site parking of new development.

Making one lane or the other Bike Lane Friendly by Red-Curbing/no-parking marking where the road curves.

Put in flashing “Cart Crossing” lights and a crosswalk for the Golf Carts crossing Country Lane.

Have developer demonstrate water conservancy commitment by fixing current leak(s) on the existing Sienna development.

Assure Building Inspector carefully and closely inspects quality of work performed to meet all existing standards and codes.

Thank you,

Sincerely,

Ron R. Dale
Wailea Falls
409 North Country Lane

Photos below show: Parking in Bike Lane/Golf Cart Crossing. Current Street Parking before Completion of Additional Units or Buildings. Visitor Parking sign designating Street Parking for Developers Use. Current Development Quality Issues on Cement leading to Clubhouse at Sienna. Leak that remains unfixed under the pool area next to street sidewalk. The missing concrete hazard at the existing Sienna development. The road when moving trucks are on Country Lane facilitating the many move ins and move outs. Some of the repair work to the paint that has yet to be completed.




VISITOR
PARKING







Atlas



Exhibit B
Applicant's Narrative

Amended Zone Change Narrative

Sienna Park Condominiums at Stonebridge



Sienna Park Condominiums at Stonebridge
271 North Country Lane
St. George, Utah 84770

ROSENBERG r ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

352 East Riverside Drive
St. George, Utah 84790
Rob Reid - Project Engineer

November 17, 2022

1 Introduction

In the late 1990's the St. George City Council approved a zone change for the Stonebridge Planned Development Residential (PD-R) Zone for 660 units and the Black Rock golf 9-holes within approximately 194 acres of property. Stonebridge is a carefully master planned residential development surrounding the Black Rock 9-holes of the Sunbrook Golf Course. Sienna Park Condominiums at Stonebridge development is located within the Stonebridge PD-R zone (refer to the attached Vicinity Map). Sienna Park includes 5 Phases. Phases 1 and 2 are existing and Phase 3 is currently under construction (refer to the attached Phasing Plan).

Access to the Sienna Park development is from Country Lane (2160 West) via Stonebridge Drive off of Dixie Drive, as shown on the Master Plan (attached). A second access is provided and previously approved to access the Sienna Park project for emergency use only from County Lane.

The purpose of this amendment is to revise and update the Phase 4 and Phase 5 buildings with garages and parking areas at the Sienna Park Condominiums at Stonebridge development. Sienna Park Phases 4 and 5 includes 24 Units combined in 1.37 Acres. This amendment complies with the approved density allowance and uses of the Stonebridge Land Use Summary (attached) and provides parking that complies with the total parking stalls required for the entire Sienna Park development. This amendment will also include removing and replacing the existing Pool and Pool Building located in existing Phase 1.

2 Amended Site Description

2.0 General Site Amendment Description

The Phase 4 Building "C" will be relocated and updated with a total of 14 units, a change from 8 units previously approved. Building "C" is a 2-story building over 13 garages with 1 detached garage. Building "C" will be located northwest of the existing Phase 2 Building that is also a 2 Story building over garages (refer to the attached conceptual building rendering).

The Phase 5 Building "F" will be updated with a total of 10 units, a change from 8 units previously approved. Building "F" will remain in the same location as previously approved. Building "F" is a 2 story Building over 9 garages with 1 detached garage (refer to the attached conceptual building rendering).

The existing Pool and Pool Building located in Phase 1 will be removed, replaced, and updated. The updated Pool and Pool Building will be ADA accessible and located in the same area as the existing Pool and Pool Building (refer to the attached conceptual rendering). A pickleball court will be added to the amenity area south of the pool.

Phase 4 and Phase 5 Buildings and the Phase 1 updated Pool Building will be complementary in colors and materials to all existing buildings in the development including Phase 3 Buildings "D" and "E" currently under construction. Color and materials boards with samples will be provided.

DEVELOPMENT SUMMARY

TOTAL AREA: 222,727 SQ. FT. 5.11 ACRES

PROJECT LAND USE: CONDOMINIUMS

NUMBER OF PHASES: 5

NUMBER OF UNITS: 77

DENSITY: 13.1 UNITS/ACRE

PHASE 1 BUILDING A : 10 UNITS (EXISTING) 1.26 ACRES
9 UNITS 2 STORY & 8 SINGLE CAR DETACHED GARAGES
1 STORY UNIT OVER 2 SINGLE CAR GARAGES

PHASE 2 BUILDING B : 14 UNITS (EXISTING) 0.96 ACRES
2 STORY OVER 13 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PHASE 3 BUILDING D & E : 29 UNITS 1.52 ACRES
3 STORY & 13 SINGLE CAR DETACHED GARAGES

PHASE 4 BUILDING C : 14 UNITS 0.83 ACRES
2 STORY OVER 13 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PHASE 5 BUILDING F : 10 UNITS 0.54 ACRES
2 STORY OVER 9 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

2.1 Site Density

The proposed density with this amendment for the entire site is 77 units in 5.11 acres, which is 15.1 units per acres. Unused density in other Stonebridge communities is being transferred to Sienna such that the overall approved density of 660 units remains unchanged. The overall Stonebridge PD-R density is 3.30 units per acre as per the attached Land Use Summary.

2.2 Building Height

The proposed building height for Phases 4 and 5 is 32-feet 4-inches. This is for two floors of dwelling units over garages. The proposed building height is below the 40-foot maximum height.



2.3 Landscaping

A Landscape Plan has been previously provided and approved for all Phases of the Sienna Park project. Landscaping will comply to current codes of St. George City and the Washington County Water Conservancy District. Turf areas are minimized to reduce watering needs. For the entire project area, 76,924 square feet (34.5%) of landscape area is provided. Refer to the attached conceptual landscape plan.

Landscape walls will be built on the yards which front along the golf course. A Limited Disturbance Boundary surrounds portions of the project. Previously approved rock retaining walls will be located along the north side of the development with undisturbed areas surrounding the project to protect the natural areas of existing lava and native vegetation.

2.4 Lighting

Exterior lighting will be on the buildings with photo-electric cells to provide softer lighting. Interior site areas will have pole top fixture historical lighting located for access and safety. A photometric plan has been previously provided and approved.



2.4 Amenity Spaces

The existing clubhouse and pool will be remodeled with an expanded pool and deck area. A yoga and meditation room will be on an upper level above the club house. Landscape areas and a pickleball court will be added to the amenity area. An exterior social area will be added in the

landscape space between the buildings of Phase 1 and 2. This area will be purposed for socializing, outdoor excise, and enriched relaxation. Buildings "C" and "F" will have a ground floor area designated for secure indoor bicycle storage. The current landscape and amenity area requirements for Phases 1-5 are 15,400 square feet. The amenity area requirement is met as shown in the following table.

AMENITIES SUMMARY

POOL AND RECREATION AREA: 11,500 SQ. FT.

INDOOR, KEYED BICYCLE STORAGE FOR UNITS: 1,400 SQ. FT.

EXTERIOR SOCIAL AREA: 2,500 SQ. FT.

TOTAL AMENITIES AREA PROVIDED: 15,400 SQ. FT.

TOTAL AMENITIES AREA REQUIRED: 15,400 SQ. FT.

2.5 Parking

Parking is provided through a combination of garages and outdoor parking. Individual single car garages are provided in Phases 1 and 3. Buildings in Phases 2, 4, and 5 will be constructed to have 46-foot deep (minimum) garages that allow for tandem parking. There will be an individual garage in each phase of 2, 4, and 5 to make up for the garage eliminated for elevators. Guest parking will be provided with 18 spaces at various locations throughout the site and within 200 feet of the units they serve. The parking requirements are met as shown in the following table.

PARKING SUMMARY

	PHASE 1 10 UNITS	PHASE 2 14 UNITS	PHASE 3 29 UNITS	PHASE 4 14 UNITS	PHASE 5 10 UNITS
COVERED:	10	28	29	29	19
UN-COVERED:	22	14	19	12	2

TOTAL UNIT PARKING SPACES REQUIRED: 154

TOTAL GUEST PARKING SPACES REQUIRED: 26

TOTAL PARKING SPACES REQUIRED: 180

TOTAL PARKING SPACES PROVIDED: 184

(OF 184, 6 SPACES ARE ACCESSIBLE WITH 1 VAN ACCESSIBLE)

NORTH

SIENNA PARK CONDOMINIUMS LOCATION

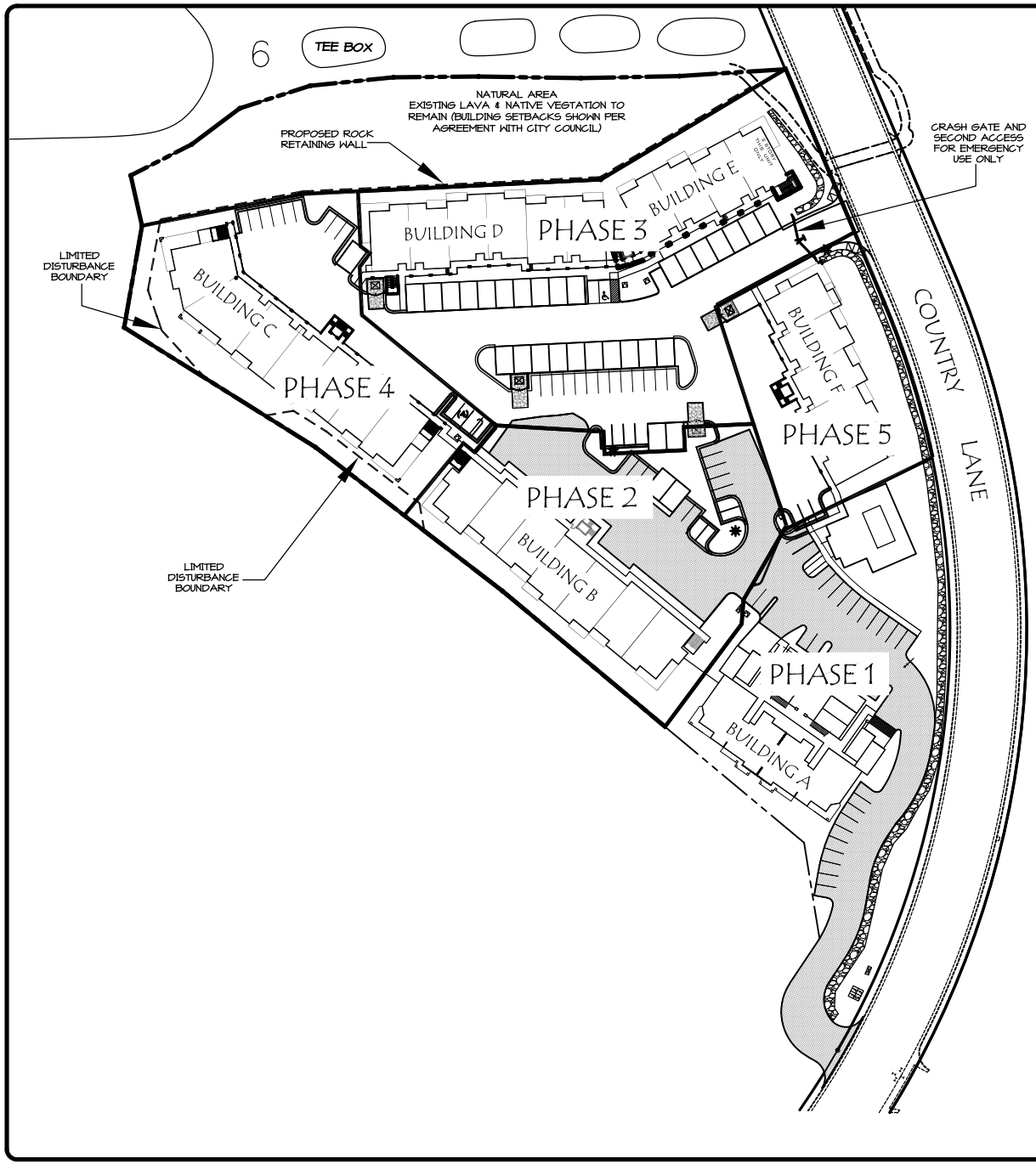


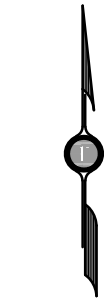
VICINITY MAP

SIENNA PARK CONDOMINIUMS AT STONEBRIDGE

ST. GEORGE, UTAH

NOT TO SCALE







EXISTING ASPHALT ON SITE

DATE: 4-7-22
JOB NO.: 811-12-0032
DESIGNED BY: LHM
CHECKED BY: RR
DWG: Sienna Base 2022
DATE
REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-4897
www.racivil.com

PHASING PLAN
FOR
SIENNA PARK CONDOMINIUMS AT STONEBRIDGE
ST. GEORGE, UTAH

SHEET
PHASE
OF SHEETS

STONEBRIDGE LAND USE SUMMARY

Development	Area (ac)	Density	Phases	Platted Units	Unplatted Units	Total Units
Black Rock	9.59	HD	5	102	0	102
Cyprus	4.57	HD	3	34	36	70
Huntington	19.59	MD	5	99	34	133
Monterey	16.55	MD	3	60	0	60
Sienna	5.11	HD	5	24	53	77
Twin Creeks	25.86	LD	3	83	0	83
Wailea Falls	19.79	MD/HD	7	45	83	128
PD Commercial	0.5	HD	1	0	7	7
Open Space	23					
Black Rock 9 Holes	69.42					
Total Area	193.98					
Total Platted Units				447		
Total Unplatted Units					213	
Total Units						660

10/22/2018 10:06:34 AM

1 Site Plan
1/4" = 1'-0"

A1.0

Site Plan

project:
SIENNA PARK CONDOS - POOL HOUSE
409 NORTH COUNTRY LANE
ST. GEORGE, UTAH 84770

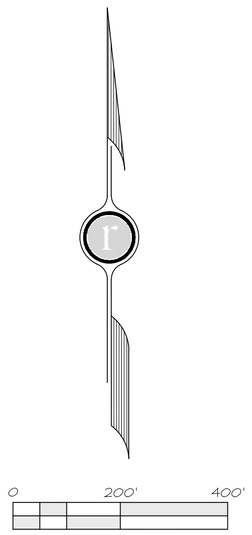
Mendenhall Architecture & Design, llc

1 3D View 1

project:
SIENNA PARK CONDOS - POOL HOUSE
409 NORTH COUNTRY LANE
ST. GEORGE, UTAH 84770

Mendenhall Architecture & Design, llc

A0.0
Cover Sheet



SANTA CLARA

SANTA CLARA CITY LIMITS

ST. GEORGE CITY LIMITS

SUNSET PLATEAU SUBDIVISION
R-1-10

TWIN CREEKS
PHASE #3
12 UNITS / 3.28 ACRES

OPEN SPACE
2.68 ACRES

OPEN SPACE

TWIN CREEKS
PHASE #1
43 UNITS / 13.53 ACRES

TWIN CREEKS
PHASE #2
27 UNITS / 8.62 ACRES

FUTURE
CYPRESS POINT
PHASE #2
20 UNITS / 1.32 ACRES

GROUP
MANAGMENT
INC.
COMMERCIAL

DIXIE DRIVE

OPEN SPACE
2.26 ACRES

HALFWAY WASH

HUNTINGTON
PHASE #6
34 UNITS / 6.63 ACRES

HUNTINGTON
PHASE #5
6 UNITS / 0.92 ACRES

SPRINGFIELD
PLANNED
DEVELOPMENT

HUNTINGTON
PHASE #4
3 UNITS / 0.51 ACRES

HUNTINGTON
PHASE #2
8 UNITS / 1.44 ACRES

HUNTINGTON
PHASE #3
44 UNITS / 9.10 ACRES

LAKE

HUNTINGTON
PHASE #1
38 UNITS / 8.54 ACRES

P.D.
COMMERCIAL
0.5 ACRES

STONEBROOK
SUBDIVISION
R-1-10

DIXIE DRIVE

SANTA CLARA CITY LIMITS

ST. GEORGE CITY LIMITS

UTANA HAMMER

WAILEA FALLS
PHASE #2
22 UNITS / 3.71 ACRES

WAILEA FALLS
PHASE #3
15 UNITS / 2.23 ACRES

WAILEA FALLS
PHASE #1
8 UNITS / 2.10 ACRES

PRESTON HAFEN
R-1-10

FUTURE WAILEA FALLS
PHASE(S) 4-5
55 UNITS / 11.75 ACRES

GOLF COURSE
69.42 ACRES

FUTURE SIENNA
PHASE(S) 3-5
53 UNITS
2.89 ACRES

SIENNA
PHASE 2
14 UNITS / 0.96 ACRES

BLACKROCK
PHASE(S) 5-6
66 UNITS / 4.51 ACRES

COUNTRY LANE

CYPRESS POINT
PHASE #1
34 UNITS / 1.29 ACRES

FUTURE
CYPRESS POINT
PHASE #3
13 UNITS / 0.83 ACRES

SIENNA
PHASE 1
10 UNITS / 1.26 ACRES

BLACKROCK
PHASE(S) 1-4
48 UNITS / 5.09 ACRES

LWF PARTNERSHIP
R-1-10

SAND HOLLOW WASH

FUTURE CLAUDE DR EXTENTION
(EXISTING GRAVEL ROAD)

ARLO HAFEN
R-1-10

MONTEREY
PHASE #3
7 UNITS / 2.02 ACRES

OPEN SPACE

OPEN SPACE
3.16 ACRES

MONTEREY
PHASE #2
27 UNITS / 6.65 ACRES

MONTEREY
PHASE #1
27 UNITS / 7.88 ACRES

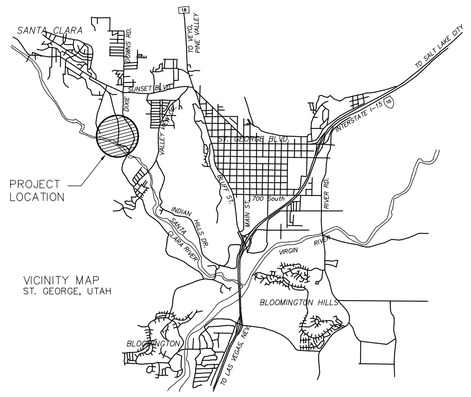
STONEBRIDGE DRIVE

SANTA CLARA RIVER

OPEN SPACE

OPEN SPACE
14.91 ACRES

SUBROOK PLANNED DEVELOPMENT



LEGEND

- Medium Density Up to 9 units/acre (Unplatted)
- Medium Density (Approved Preliminary Plat)
- Medium Density (Approved Final Plat)
- Low Density (Approved Preliminary Plat)
- High Density (Approved Final Plat)
- High Density (Approved Preliminary Plat)
- Commercial (Unplatted)
- Open Space
- Dedicated Road
- Golf Course
- Water Feature
- Parcel Not Part of this PD Zone

MASTER PLAN

DATE: JULY 22, 2022

DATE: 7-22-22
JOB NO.: 1511-12-003D
DESIGNED BY: CRG
CHECKED BY: RR
DWG: MASTERPLAN

REVISIONS | DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

MASTER PLAN
FOR
STONEBRIDGE
ST. GEORGE, UTAH

SHEET
A
1 OF 2 SHEETS

Exhibit C
PowerPoint Presentation

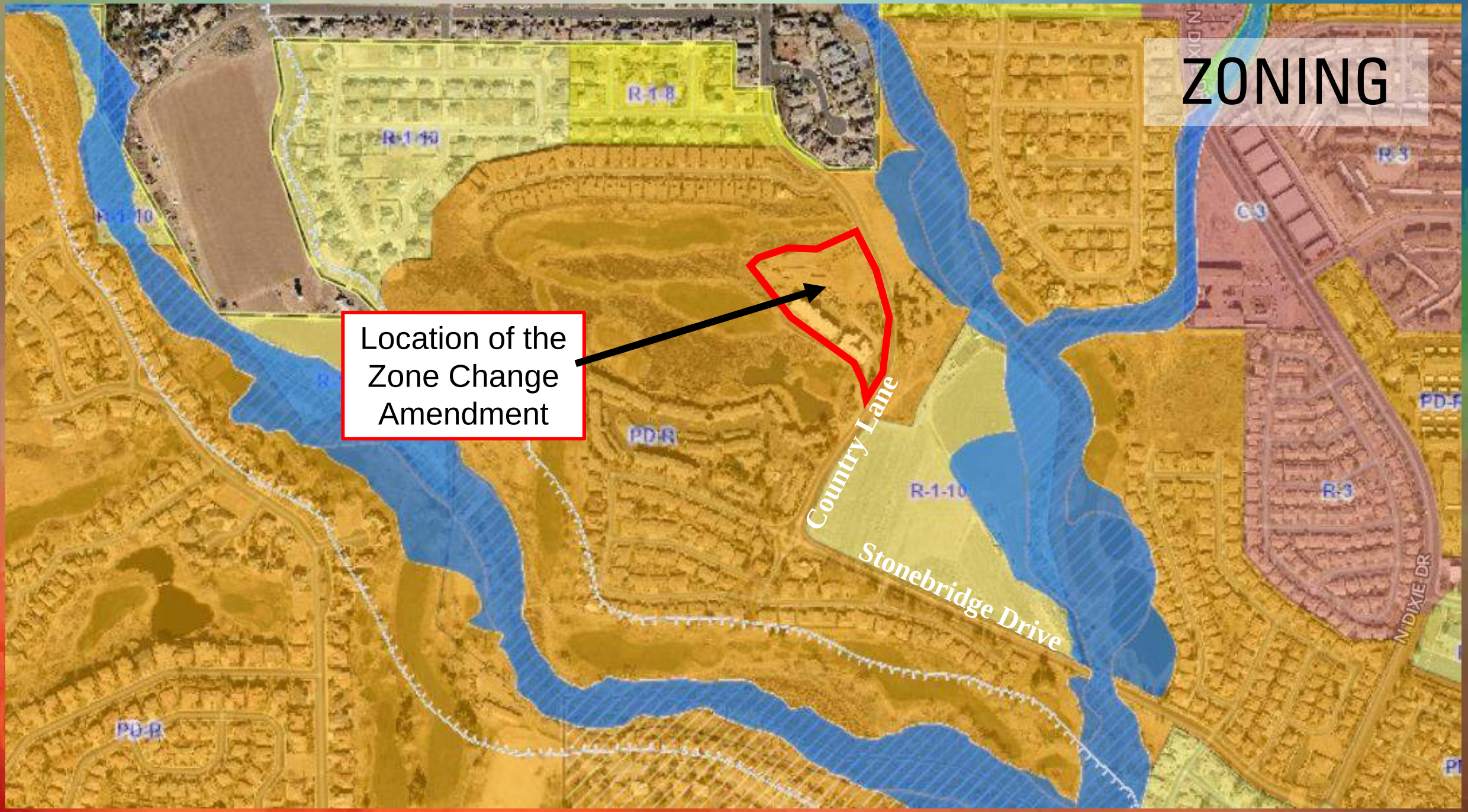
Sienna Park Condos



Zone Change Amendment

022-ZCA-044


Location of the Zone Change Amendment
N DIXIE DR
Country Lane
Stonebridge Drive

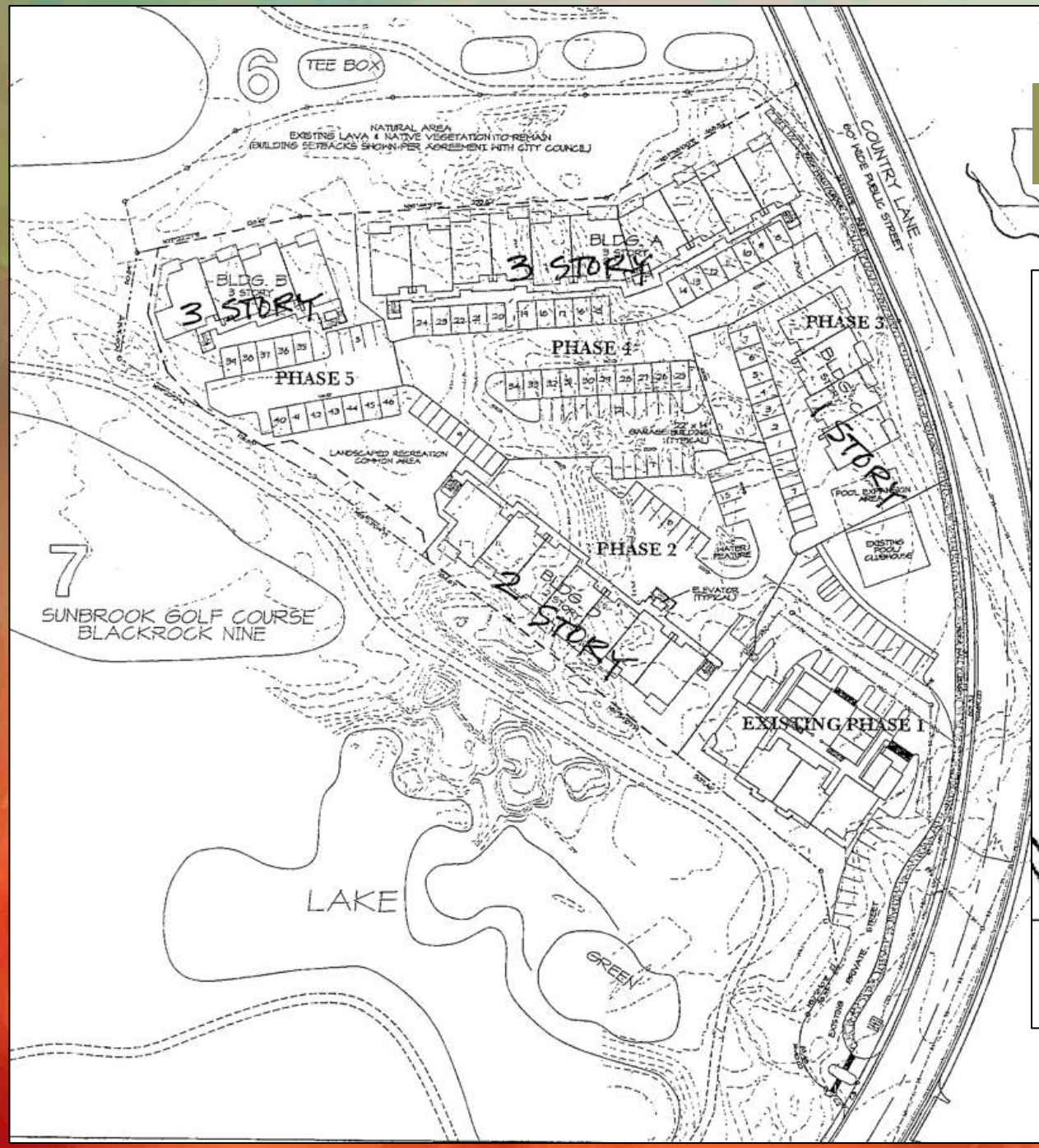

ZONING
Location of the Zone Change Amendment
R-1-8
R-1-10
R-3
C-3
PD-R
Country Lane
Stonebridge Drive
N DIXIE DR


LAND USE
Location of the Zone Change Amendment
Country Lane
Stonebridge Drive
LDR
COM
OS
Fp
N DIXIE DR

STONEBRIDGE LAND USE SUMMARY

Development	Area (ac)	Density	Phases	Platted Units	Unplatted Units	Total Units
Black Rock	9.59	HD	5	102	0	102
Cyprus	4.57	HD	3	34	36	70
Huntington	19.59	MD	5	99	34	133
Monterey	16.55	MD	3	60	0	60
Sienna	5.11	HD	5	24	53	77
Twin Creeks	25.86	LD	3	83	0	83
Wailea Falls	19.79	MD/HD	7	45	83	128
PD Commercial	0.5	HD	1	0	7	7
Open Space	23					
Black Rock 9 Holes	69.42					
Total Area	193.98					
Total Platted Units				447		
Total Unplatted Units					213	
Total Units						660

Preliminary Plat Approved in 2015



TOTAL AREA = 222,727 sq ft - 5.11 acres
EXISTING UNITS = 10
PROPOSED UNITS = 60
TOTAL UNITS = 70
DENSITY = 13.7 units/acre
PARKING AREA = 70,338 sq. ft. - 1.61 acres = 32%

UN-COVERED	31	53	84
TOTAL PARKING			154
TOTAL REQUIRED			140

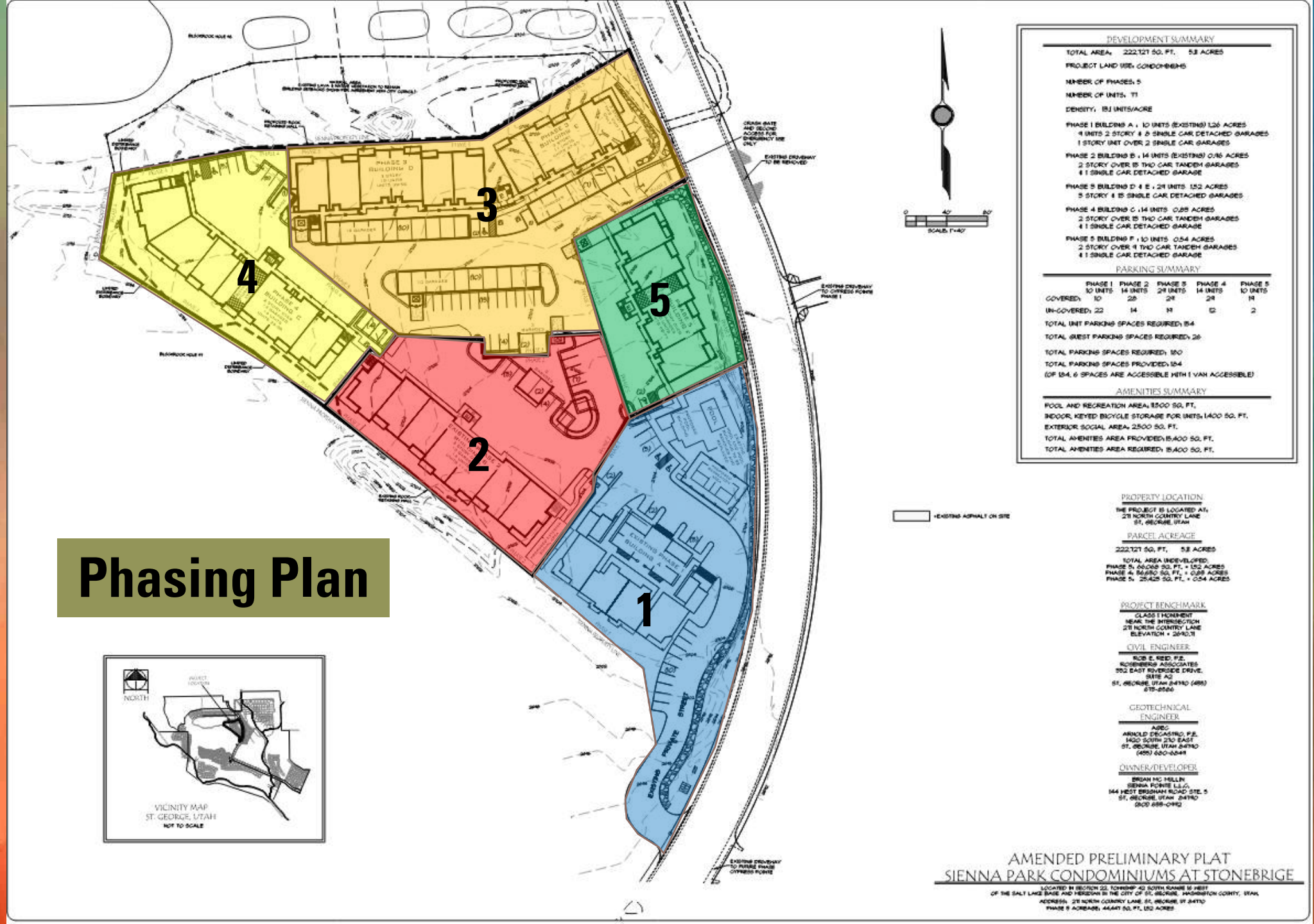
DEVELOPMENT SUMMARY

TOTAL AREA = 222,727 sq ft - 5.11 acres
EXISTING UNITS = 10
PROPOSED UNITS = 60
TOTAL UNITS = 70
DENSITY = 13.7 units/acre
PARKING AREA = 70,338 sq. ft. - 1.61 acres = 32%
BUILDING AREA = 63,005 sq. ft. - 1.45 acres = 28%
LANDSCAPE/COMMON AREA = 89,384 sq. ft. - 2.05 acres = 40%

PARKING SUMMARY

	EXISTING PHASE 1	FUTURE PHASES	TOTALS
COVERED	10	60	70
UN-COVERED	31	53	84
TOTAL PARKING	-		154
TOTAL REQUIRED			140

for
SIENNA PARK CONDOMINIUMS
at STONE BRIDGE
LOCATED IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SLB&M
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH



Phasing Plan

DEVELOPMENT SUMMARY

TOTAL AREA: 222,727 SQ. FT. 5.8 ACRES

PROJECT LAND USE: CONDOMINIUMS

NUMBER OF PHASES: 5

NUMBER OF UNITS: 71

DENSITY: 13.1 UNITS/ACRE

PHASE 1 BUILDING A : 10 UNITS (EXISTING) 1.26 ACRES
9 UNITS 2 STORY & 5 SINGLE CAR DETACHED GARAGES
1 STORY UNIT OVER 2 SINGLE CAR GARAGES

PHASE 2 BUILDING B : 14 UNITS (EXISTING) 0.76 ACRES
2 STORY OVER 15 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PHASE 3 BUILDING D & E : 24 UNITS 1.52 ACRES
3 STORY & 15 SINGLE CAR DETACHED GARAGES

PHASE 4 BUILDING C : 14 UNITS 0.85 ACRES
2 STORY OVER 15 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PHASE 5 BUILDING F : 10 UNITS 0.54 ACRES
2 STORY OVER 9 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PARKING SUMMARY

	PHASE 1 10 UNITS	PHASE 2 14 UNITS	PHASE 3 24 UNITS	PHASE 4 14 UNITS	PHASE 5 10 UNITS
COVERED:	10	28	24	28	18
UN-COVERED:	22	14	11	12	2

TOTAL UNIT PARKING SPACES REQUIRED: 154

TOTAL GUEST PARKING SPACES REQUIRED: 26

TOTAL PARKING SPACES REQUIRED: 180

TOTAL PARKING SPACES PROVIDED: 184

(OF 184, 6 SPACES ARE ACCESSIBLE WITH 1 VAN ACCESSIBLE)

AMENITIES SUMMARY

POOL AND RECREATION AREA: 8,500 SQ. FT.

INDOOR, KEYED BICYCLE STORAGE FOR UNITS: 1,400 SQ. FT.

EXTERIOR SOCIAL AREA: 2,500 SQ. FT.

TOTAL AMENITIES AREA PROVIDED: 15,400 SQ. FT.

TOTAL AMENITIES AREA REQUIRED: 15,400 SQ. FT.

PROPERTY LOCATION

THE PROJECT IS LOCATED AT:
211 NORTH COUNTRY LANE
ST. GEORGE, UTAH

PARCEL ACREAGE

222,727 SQ. FT. 5.8 ACRES

TOTAL AREA UNDEVELOPED:
PHASE 5, 66,068 SQ. FT. = 1.52 ACRES
PHASE 4, 36,680 SQ. FT. = 0.85 ACRES
PHASE 5, 23,425 SQ. FT. = 0.54 ACRES

PROJECT BENCHMARK

CLASS I MONUMENT
NEAR THE INTERSECTION
211 NORTH COUNTRY LANE
ELEVATION = 2610.71

CIVIL ENGINEER

ROB E. REED, P.E.
ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE,
SUITE A2
ST. GEORGE, UTAH 84790 (435)
673-8586

GEOTECHNICAL ENGINEER

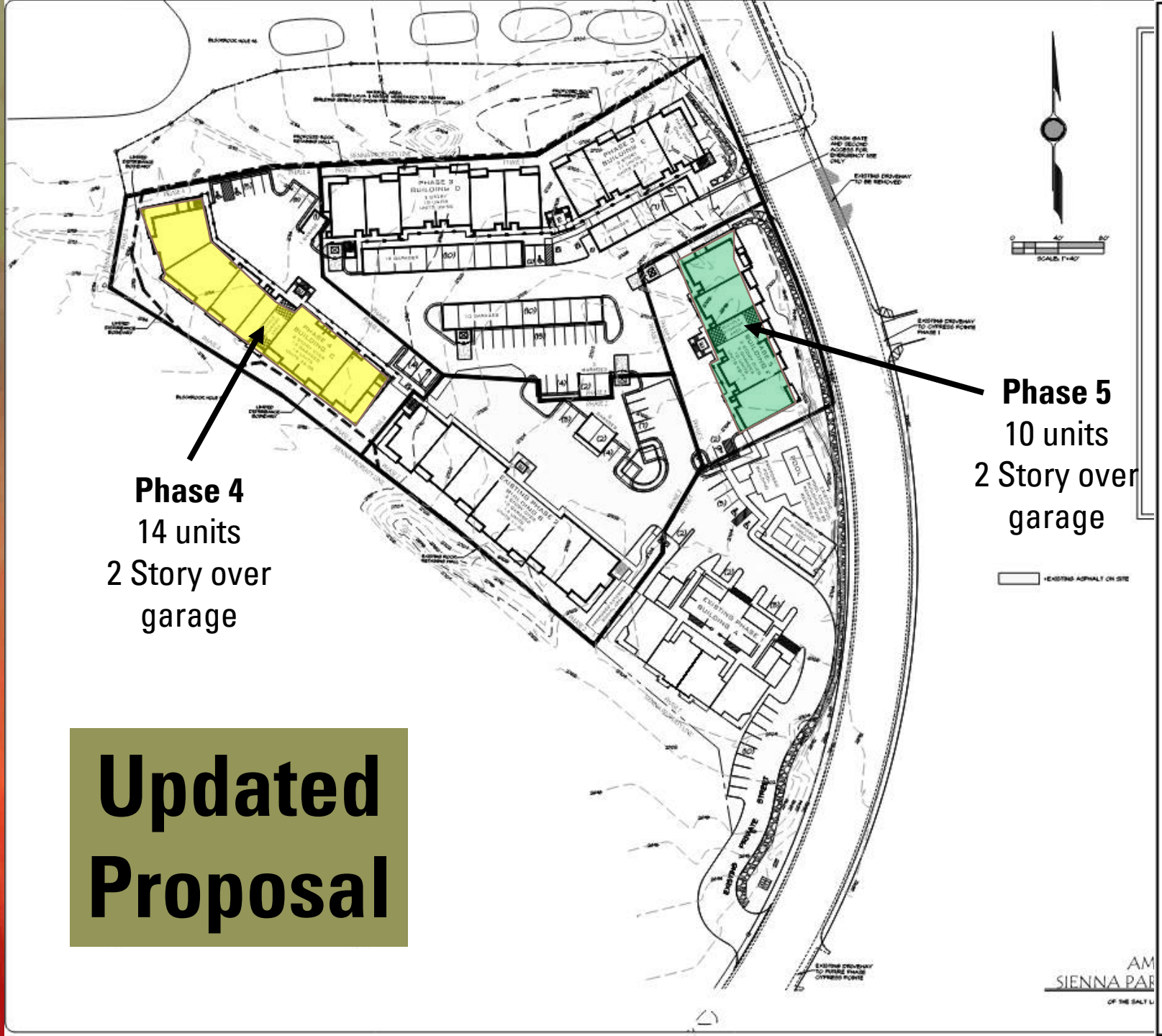
AGEC
ARNOLD DECASTRO, P.E.
1400 SOUTH 210 EAST
ST. GEORGE, UTAH 84790
(435) 652-8641

OWNER/DEVELOPER

BRIAN MC MILLIN
SIENNA POINTE L.L.C.
144 WEST BRIGHAM ROAD STE. 5
ST. GEORGE, UTAH 84790
(801) 688-0912

AMENDED PRELIMINARY PLAT
SIENNA PARK CONDOMINIUMS AT STONEBRIGE

LOCATED IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 16 WEST
OF THE SALT LAKE BASE AND MERIDIAN IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.
ADDRESS: 211 NORTH COUNTRY LANE, ST. GEORGE, UT 84770
PHASE 5 ACREAGE: 44,641 SQ. FT., 1.52 ACRES



DEVELOPMENT SUMMARY

TOTAL AREA: 222,727 SQ. FT. 5.11 ACRES

PROJECT LAND USE: CONDOMINIUMS

NUMBER OF PHASES: 5

NUMBER OF UNITS: 77

DENSITY: 13.1 UNITS/ACRE

PHASE 1 BUILDING A : 10 UNITS (EXISTING) 1.26 ACRES
9 UNITS 2 STORY & 8 SINGLE CAR DETACHED GARAGES
1 STORY UNIT OVER 2 SINGLE CAR GARAGES

PHASE 2 BUILDING B : 14 UNITS (EXISTING) 0.96 ACRES
2 STORY OVER 13 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PHASE 3 BUILDING D & E : 29 UNITS 1.52 ACRES
3 STORY & 13 SINGLE CAR DETACHED GARAGES

PHASE 4 BUILDING C : 14 UNITS 0.83 ACRES
2 STORY OVER 13 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PHASE 5 BUILDING F : 10 UNITS 0.54 ACRES
2 STORY OVER 9 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PARKING SUMMARY

	PHASE 1 10 UNITS	PHASE 2 14 UNITS	PHASE 3 29 UNITS	PHASE 4 14 UNITS	PHASE 5 10 UNITS
COVERED:	10	28	29	29	19
UN-COVERED:	22	14	19	12	2

TOTAL UNIT PARKING SPACES REQUIRED: 154

TOTAL GUEST PARKING SPACES REQUIRED: 26

TOTAL PARKING SPACES REQUIRED: 180

TOTAL PARKING SPACES PROVIDED: 184

(OF 184, 6 SPACES ARE ACCESSIBLE WITH 1 VAN ACCESSIBLE)

AMENITIES SUMMARY

POOL AND RECREATION AREA: 11,500 SQ. FT.

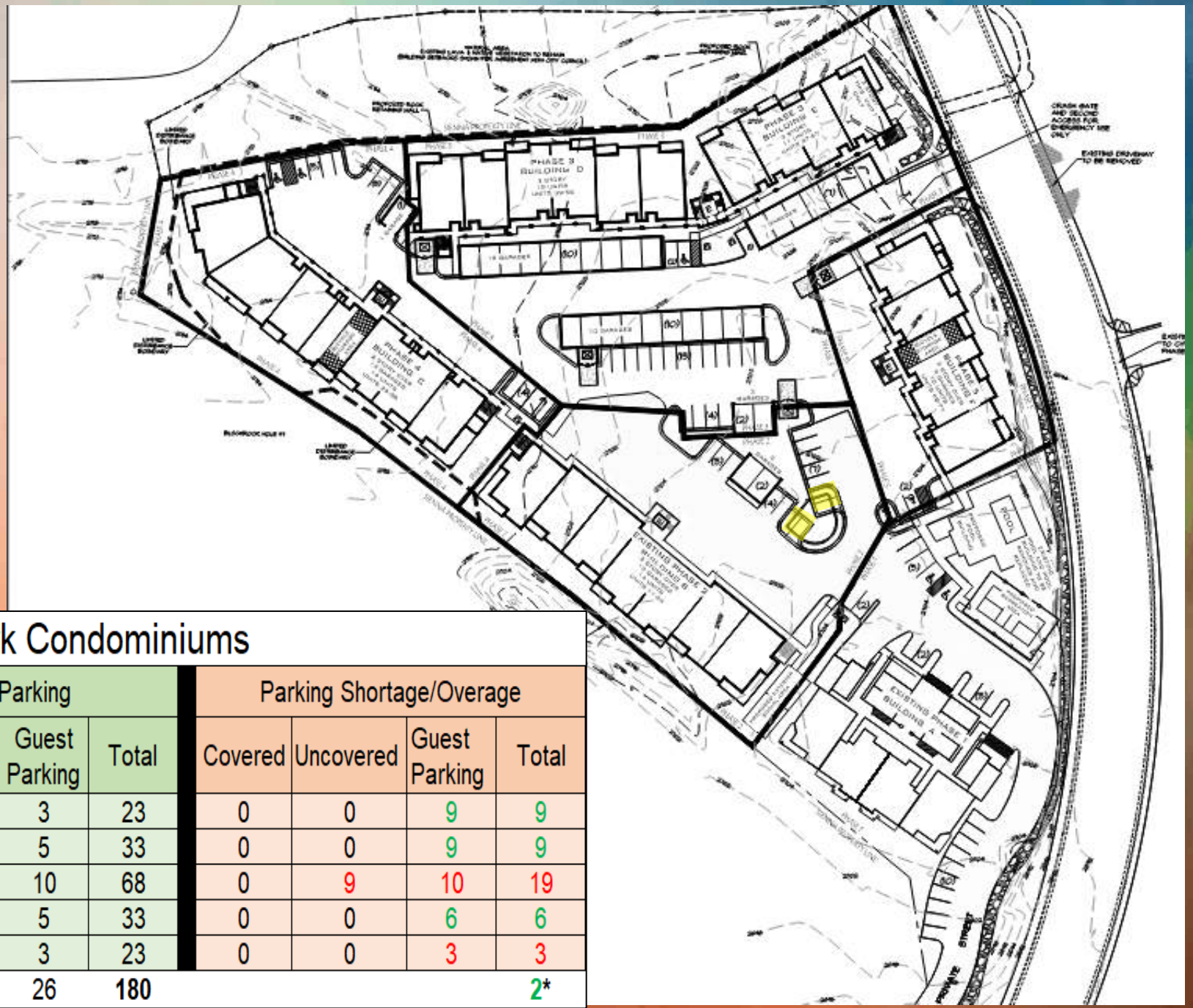
INDOOR, KEYED BICYCLE STORAGE FOR UNITS: 1,400 SQ. FT.

EXTERIOR SOCIAL AREA: 2,500 SQ. FT.

TOTAL AMENITIES AREA PROVIDED: 15,400 SQ. FT.

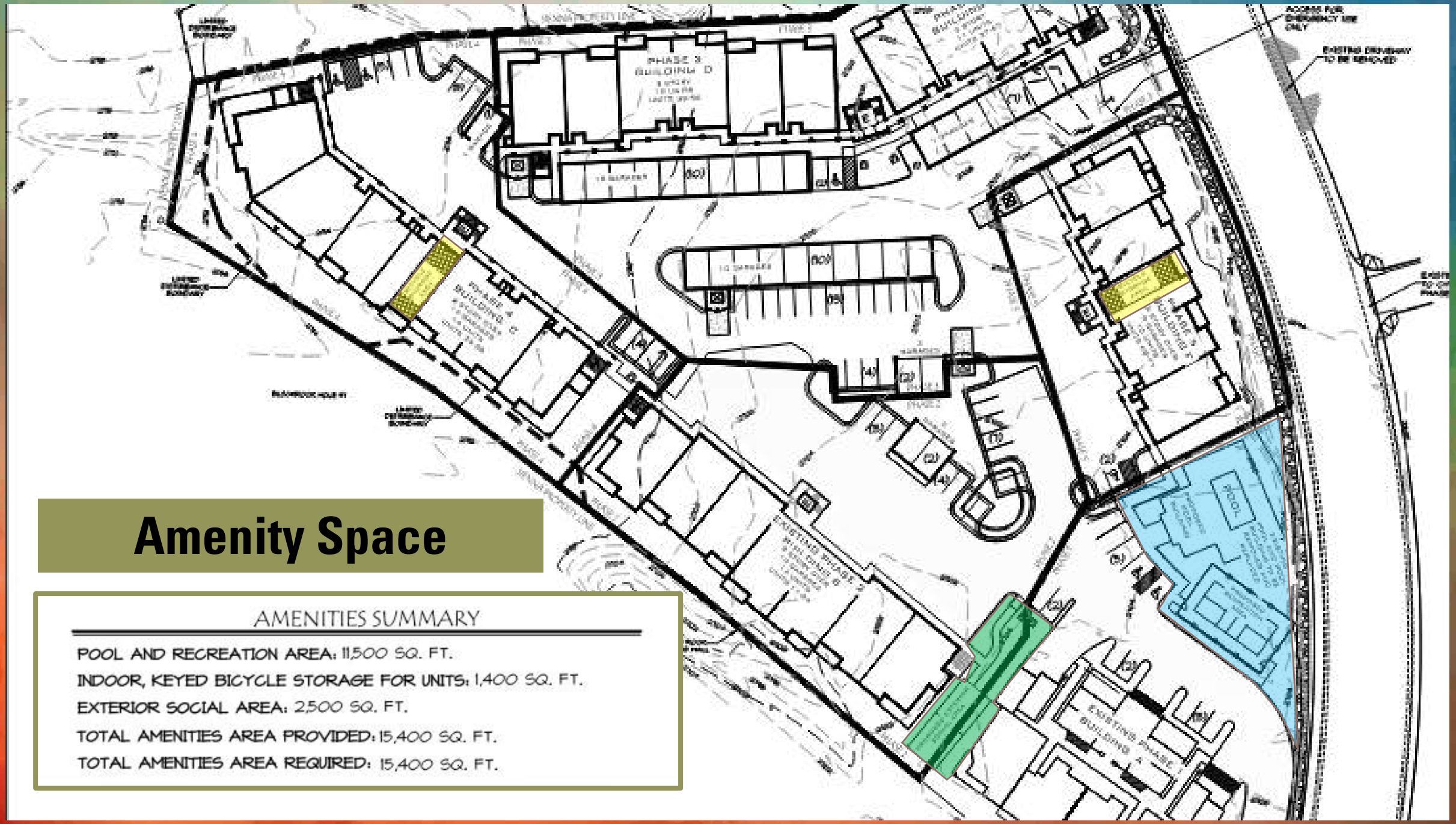
TOTAL AMENITIES AREA REQUIRED: 15,400 SQ. FT.

Parking



Parking for Sienna Park Condominiums

Phase Number	Units in Phase	ProvidedParking			Required Parking				Parking Shortage/Overage			
		Covered	Uncovered	Total	Covered	Uncovered	Guest Parking	Total	Covered	Uncovered	Guest Parking	Total
1	10	10	22	32	10	10	3	23	0	0	9	9
2	14	28	14	42	14	14	5	33	0	0	9	9
3	29	29	20	49	29	29	10	68	0	9	10	19
4	14	27	12	39	14	14	5	33	0	0	6	6
5	10	18	2	20	10	10	3	23	0	0	3	3
Totals	77			**182**			26	**180**				2*



Amenity Space

AMENITIES SUMMARY

POOL AND RECREATION AREA: 11,500 SQ. FT.

INDOOR, KEYED BICYCLE STORAGE FOR UNITS: 1,400 SQ. FT.

EXTERIOR SOCIAL AREA: 2,500 SQ. FT.

TOTAL AMENITIES AREA PROVIDED: 15,400 SQ. FT.

TOTAL AMENITIES AREA REQUIRED: 15,400 SQ. FT.

Landscaping

Proposed:
76,924 Square Feet

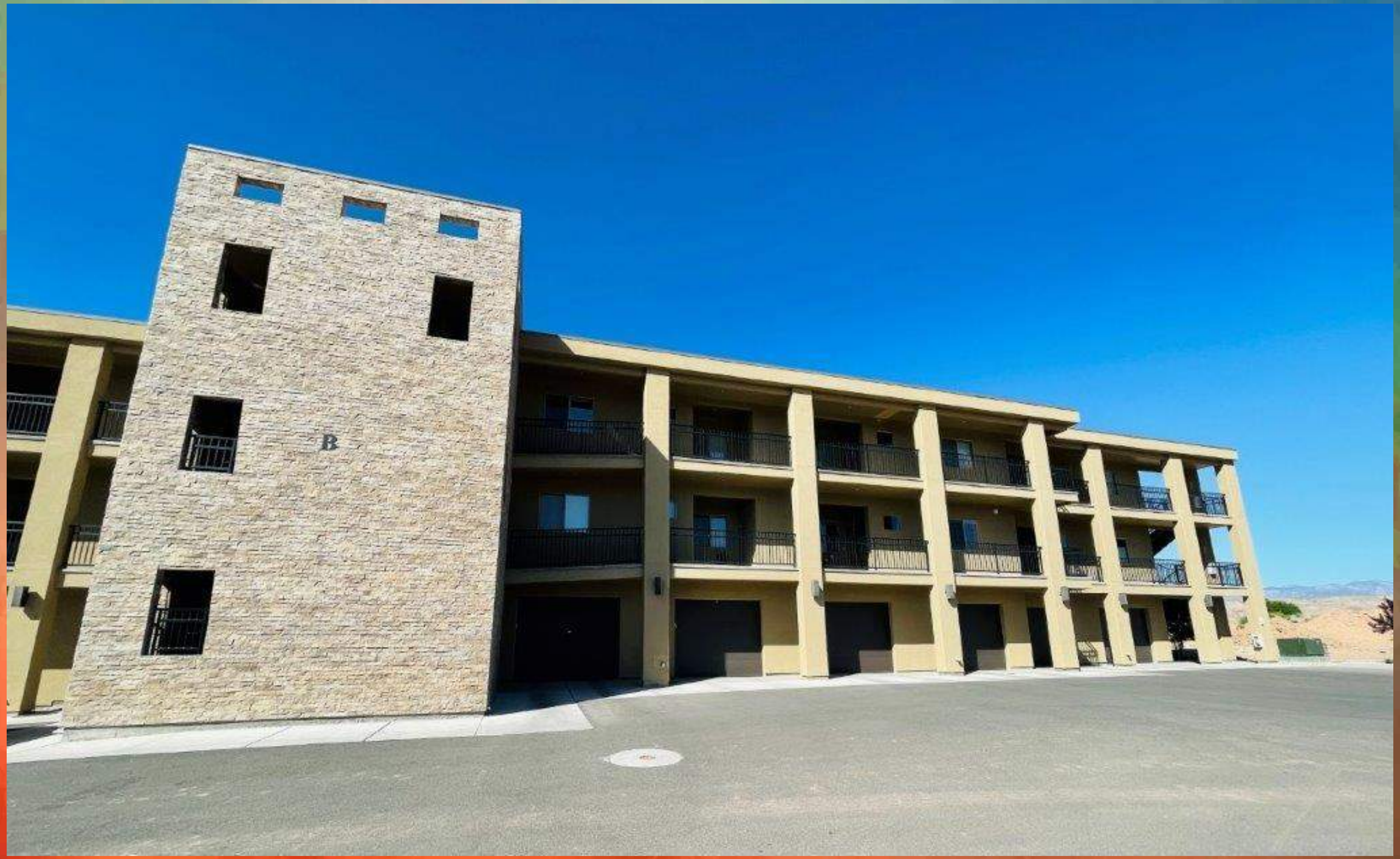
Entire Development:
222,592 square feet

Required:
30% = 66,777 sf




31'6"




B





RECOMMENDATION:

Staff recommends approval with the following conditions:

1. The entire development meets parking requirements.

2. The entire development meets the amenity space requirements.

3. The amenities to be installed include: a pool at least 400 square feet, hot tub, club house, pickleball court, two indoor keyed bicycle storage areas, and an exterior social area all totally not less than 15,400 square feet.

4. Landscaping installed meets the 30% code requirement for the entire development with not less than 66,777 square feet of landscaped area.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APROXIMATELY 5.11 ACRES, LOCATED GENERALLY AT 271 NORTH COUNTRY LANE, AND TO APPROVE CONCEPTUAL LAYOUT, ELEVATIONS, SITE PLAN, LANDSCAPING, PARKING, AND AMENITIES FOR PHASES FOUR AND FIVE.

(Sienna Park Condos)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) zone on approximately 5.11 acres, located generally at 271 North Country Lane. The review includes the conceptual layout, elevations, site plan, landscaping, parking, and amenities; and

WHEREAS, the Planning Commission held a public hearing on this request on November 15, 2022; and

WHEREAS, the Planning Commission recommends approval of the requested zone change amendment and project concept; and

WHEREAS, the City Council has determined that the requested change to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment to the PD-C (Planned Development Commercial) zone, on approximately 5.11 acres, located generally at 271 North Country Lane. The property affected by this zone change amendment is more specifically described on the legal description, incorporated herein as Exhibit “A”, and parcel exhibit, incorporated herein as Exhibit “B”.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 15th day of December 2022.

CITY OF ST. GEORGE: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit "A" – Legal Description

Sienna Park Condominiums @ Stonebridge Phases 2-5

Beginning at a point being on the westerly line of Country Lane, said point being the northerly corner of Sienna Park Phase 1, said point also being South 89°10'35" East 1,368.87 feet along the section line and North 1,441.91 feet from the South Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence southwesterly the following (4) courses along the westerly line of said Sienna Park Phase 1;
thence South 63°53'42" West 129.72 feet;
thence South 29°59'49" West 62.88 feet;
thence South 04°17'58" West 18.90 feet;
thence South 36°41'11" West 100.48 feet;
thence North 50°08'44" West 165.75 feet;
thence North 52°26'41" West 184.68 feet;
thence North 57°56'49" West 176.65 feet;
thence North 09°57'14" East 80.89 feet;
thence North 78°47'50" East 128.10 feet;
thence North 87°15'00" East 233.62 feet;
thence North 59°03'23" East 168.78 feet to the westerly line of Country Lane;
thence South 22°51'20" East 198.86 feet along the westerly line of said Country lane;
thence southerly 126.84 feet along an arc of a 659.00 foot radius curve to the right (center bears South 67°08'40" West long chord bears South 17°20'30" East 126.64 feet with a central angle of 11°01'40") along said west line of Country Lane to the Point of Beginning.

Containing 167,804 sq. ft. 3.85 acres

SIENNA PARK PHASE I

BOUNDARY DESCRIPTION:

Beginning at a point South 89°10'35" East 1283.92 Feet along the Section Line, and North 00°00'00" East 959.03' Feet from the South Quarter corner of Section 22, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point is on the Westerly Right-of-Way line of Country Lane, and is also the point of cusp of a 15.00 Foot radius curve concave to the Southwest, the radius point of which bears South 73°59'43" West and thence Northwesterly 11.53 Feet along the arc of said curve through a central angle of 44°03'23" to the point of tangency; thence North 60°03'40" West 7.97 Feet to the point of curvature of a 40.00 Foot radius curve concave to the Northeast; thence Northwesterly and Northeasterly 65.48 Feet along the arc of said curve through a central angle of 93°47'13" to the point of tangency; thence North 33°43'33" East 38.33 Feet to the point of curvature of a 87.50 Foot radius curve concave to the Southwest; thence Northeasterly 3.84 Feet along the arc of said curve through a central angle of 02°30'48" to a point from which the radius bears North 58°47'15" West; thence North 09°11'48" West 76.04 Feet; thence North 50°08'44" West 141.78 Feet; thence North 36°41'00" East 100.04 Feet; thence North 04°17'47" East 18.90 Feet; thence North 29°59'38" East 62.88 Feet; thence North 63°53'31" East 129.72 Feet to a point on the Westerly Right-of-Way line of Country Lane, said point being on the arc of a 659.00 Foot radius curve concave to the Northwest, the radius point of which bears South 78°10'09" West; thence Southeasterly and Southwesterly 500.64 Feet along the arc of said curve through a central angle of 43°31'40" to the point of beginning. Contains 1.264 acres.

RESERVING UNTO SIENNA PARK L.C., a Utah limited liability company, its successors and assigns in interest in the Additional Land more particularly described on Exhibit C attached to the Condominium Declaration for Sienna Park recorded concurrently with this Plat (the "Additional Land"), perpetual, nonexclusive easements in, under, through, along, over and across that certain Private Street shown hereon (1) for pedestrian and vehicular access to the Additional Land and each and every part thereof (including, without limitation, any and all lots, parcels and/or condominiums which now exist or which may be developed within the Additional Land in the future) from Country Lane; and (2) to install, use, keep, maintain, repair and replace, as required, underground utility lines, pipes and conduits of all types and all necessary underground and surface appurtenances thereto serving the Additional Land and each and every part thereof (including, without limitation, any and all lots, parcels and/or condominiums which now exist or which may be developed within the Additional Land in the future).

Exhibit “B” – Parcel Exhibit



Agenda Date: 12/15/2022 **Agenda Item Number:** 07

Subject:

Consider approval of an ordinance amending portions of the City Code, including Title 3, Business and License Regulations, to add Mobile Business along with its operational requirements, time limits, and expiration date; and to amend portions of Title 10, Zoning Regulations, to add Mobile Business to be permitted in the C-2 and/or C-3 zone along with its specific standards, application, and parking requirements.

Item at-a-glance:

Staff Contact: Carol Davidson

Applicant Name: City of St. George

Reference Number: 2022-ZRA-005

Address/Location:

N/A

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

This is a continuation of a request is to add mobile business to Title 3, Business and License Regulations, and to create specific standards in Title 10, Zoning Regulations, for these businesses. This item was presented to the City Council at a Work Meeting on October 27, 2022 for discussion and was heard by the Planning Commission on November 15, 2022, where they recommended approval with a vote of 7-0. On November 17, 2022, the City Council approved an amendment pertaining to the expiration of business licenses; however, they continued the proposed amendment to add mobile businesses to Title 3 and Title 10.

Staff Narrative (need/purpose):

This request is to add mobile business to Title 3, Business and License Regulations, and to create specific standards in Title 10, Zoning Regulations, for these businesses. Currently our regulations do not allow for mobile businesses in the City. This proposal will amend several Sections within the City Code to allow for mobile businesses within the City of St. George.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On November 15, 2022, with a 7-0 vote, the Planning Commission recommended approval of this amendment to Title 3 and Title 10, to add provisions for mobile businesses as a permitted with standard use in the C-2 and C-3 zones with the following condition: 1. Item 10-17A-18 G be amended to include other disposal facilities approved by the water treatment department. This amended section would read:"The mobile business shall dispose of any wastewater at the St. George Wastewater Treatment Plant or other appropriate disposal facilities approved by the water treatment department. Disposal or dumping of any black or grey wastewater in any non-approved location shall result in the immediate revocation of any development permit or business license."

PLANNING COMMISSION AGENDA REPORT: 11/15/2022
CITY COUNCIL AGENDA REPORT: 11/17/2022
CITY COUNCIL CONTINUATION: 12/01/2022

ZONING REGULATION AMENDMENT TO ADD MOBILE BUSINESS

(2022-ZRA-005)

Amendment to Title 3-2R and Title 3-2W
Mobile Catering Units and **Mobile Business**

Amendment to Title 10-2-1
Definitions

Amendment to Title 10-8B-1
Allowed Uses (in the commercial zones)

Amendment to Title 10-17A-1
Permitted with Standards Application Requirements

Amendment to Title 10-17A-18
Mobile Business – Specific Standards

Amendment to Title 10-19-7
Shared Parking Facilities

REQUEST:
Consider a request to amend portions of the City Code, including Title 3, Business and License Regulations, to add Mobile Business along with its operational requirements, time limits, and expiration date; and to amend portions of Title 10, Zoning Regulations, to add Mobile Business to be permitted in the C-2 and/or C-3 zone along with its specific standards, application, and parking requirements. The applicant is the City of St. George.

BACKGROUND:
This request is to add mobile business to Title 3, Business and License Regulations, and to create specific standards in Title 10, Zoning Regulations, for these businesses. Currently our regulations do not allow for mobile businesses in the City. This proposal will amend several Sections within the City Code. The proposed changes will accomplish the following:

1. **Amendment to Title 3-1-15 Expiration of License**

This change is not related to mobile businesses but deals with the expiration of a business license. It will change the way business licenses expire. Instead of having two set dates for the expiration, each license will expire one year from the date of issuance. -This item was approved on 11/17/2022.

2. **Amendment to Title 3-2R Mobile Catering Units**
   This change is not related to mobile businesses, but to food trucks. This proposal is to change the name from Mobile Catering Units to Food Trucks, so as to lessen the confusion with what a mobile catering unit is.

3. **Amendment to Title 3-2W Mobile Business**
   This will first, define what a mobile business is and distinguish it between a mobile service. A mobile business is a business which conducts its service within its mobile structure, like a mobile haircutting business. A mobile service may travel to provide its service but returns to its original location once the service is complete, like a carpet cleaner. This section will also add mobile business provisions for inspections, time limits, and expiration of these regulations (explained further below)

4. **Amendment to Title 10-2-1** D**efinitions**
   This adds the two definitions explained above to the Zoning Regulations.

5. **Amendment to Title 10-8B-1 Allowed Uses (in the commercial zones)**
   This adds Mobile Business as a Permitted with Standard (PS) in the C-3 and C-4 zones.

6. **Amendment to Title 10-17A-1 Permitted with Standards Application Requirements**
   This change will add an additional provision to the application requirements for the permitted with standards uses. It requires the applicant to provide proof that they are able to conduct their business on the property owner's property.

7. **Amendment to Title 10-17A-18 Mobile Business – Specific Standards**
   The change lists all of the standards required for a mobile business.

8. **Amendment to Title 10-19-7 Shared Parking Facilities**
   This final change allows a mobile business to enter into a shared parking agreement with the owner of the property where they will be located.

It is proposed that the City Code be amended as follows for a time limited period of two (2) years after which the regulations will be expire or "sunset" and no longer be in effect. A new authorizing Ordinance would need to be adopted prior to the expiration in order to keep the regulations in effect. The purpose behind the 2-year regulatory "sandbox" is to allow the use with basic health, safety, and welfare regulations, and to monitor the issues that may arise in that 2-year period to see if the regulations work, don't work, need amending, or additional provisions, etc.

Proposed Changes:
The complete proposed revisions are attached as **Exhibit A**

- The existing code as it reads today is in black
- The proposed ordinance presented at the11/17/2022 CC Meeting is in red
- The proposed changes since the 11/17/2022 CC Meeting are in blue

RECOMMENDATION:
With a 7-0 vote, the Planning Commission recommended approval of this amendment to Title 3 and Title10, to add provisions for mobile businesses as a permitted with standard use in the C-2 and C-3 zones with the following condition:

1. Item 10-17A-18 G be amended to include other disposal facilities approved by the water treatment department. This amended section would read:

   "The mobile business shall dispose of any wastewater at the St. George Wastewater Treatment Plant or other appropriate disposal facilities approved by the water treatment department. Disposal or dumping of any black or grey wastewater in any non-approved location shall result in the immediate revocation of any development permit or business license."

ALTERNATIVES:

1. Approve as presented.
2. Approve with changes.
3. Deny this request.
4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:
I move we approve the Zoning Regulation Amendment to Title 3, Business and License Regulations, and Title 10, Zoning Regulation, to add provisions for mobile businesses as a permitted with standards (PS) use in the C-2 and C-3 zones.

FINDINGS:

1. It is in the best interest of the city to update city zoning regulations periodically.
2. The proposed revisions will allow the city to welcome appropriate business activity at approved locations.

EXHIBIT A
PROPOSED REVISIONS

TITLE 3 SPECIAL BUSINESS REQUIREMENTS

3-1-15 EXPIRATION OF LICENSE: All business licenses shall expire one year from the date of issuance. – This item was approved on 11/17/2022

ARTICLE R. ~~MOBILE CATERING UNITS~~ FOOD TRUCKS

ARTICLE W. MOBILE BUSINESS

3-2W-1 APPLICABILITY

It shall be unlawful for any person to engage in the business of mobile business without first obtaining a city business license, in addition to any other required license or certificate from the state and complying with the conditions of this article.

3-2W-2 DEFINITIONS

MOBILE BUSINESS: A commercial business for which the point of sale and operation is located entirely within a vehicle, trailer, or other mobile structure not affixed to the land and capable of movement and relocation on a daily basis. A Mobile Business does not include Mobile Services or Food Trucks.

MOBILE SERVICE: A service oriented business which may travel from a home base or office to a residential or commercial location to provide the service at that location, but which does not remain at the service site and returns to the home base or office.

3-2W-3 OPERATIONAL REQUIREMENTS

A. INSPECTIONS

1. Inspection shall be made initially and at least once a year thereafter by the appropriate City staff ~~the chief of police, or officer delegated by him,~~ of the vehicle, trailer, or other mobile structure used for the mobile business.

2. Both the vehicle, trailer, or other mobile structure used for the mobile business shall be available for inspection at any reasonable time upon request by the designated City ~~chief of police, fire chief, or their delegated~~ agent, for the purpose of ascertaining compliance with this article.

B. Location Of Service; Routes: The service locations or routes, together with intended

points of sale, shall be provided to the City, either in a list form or clearly designated on a map, together with additions or deletions on a current basis from time to time. The City shall always have the right to remove from such designation and forbid service at any location where considerations of safety or general public welfare indicate that it would be in the best interests of the City to prohibit such service.

C. Litter Minimized: A licensee shall at all times do whatever is reasonable and necessary to minimize the littering of streets, sidewalks and private property as the result of the mobile business for which a license is issued, including providing convenient trash receptacles, advising customers verbally and in writing of proper methods of trash disposal, and personally policing the sales area before moving to another location in order to clean up any trash or debris resulting from the activities of licensee.

D. Equipment: The licensee shall employ such mirrors, warning devices, lights and other equipment as may be reasonable and necessary on a mobile unit to warn traffic and pedestrians of the intended movements of said vehicle, including the incorporation of any suggested changes or equipment that may be requested by the chief of police after inspection as herein above provided.

3-2W-4 TIME LIMITS

1. DAILY USE: A mobile business can be located at the same location, or within the 1 mile of the same location, for no more than twelve (12) hours in a twenty-four (24) period of time.

2. WEEKLY USE: A mobile business can be located at the same location, or within the 1 mile of the same location, for no more than five (5) consecutive days in a seven (7) day period of time.

3. MONTHLY USE: A mobile business can be located at the same location, or within the 1 mile of the same location, for no more than fourteen (14) days in a twenty-eight (28) day period of time.

4. SHORT-TERM WAIVERS: The time limits imposed in this section may be waived for short-term or special functions by the issuance of a special event or other appropriate permit for that short-term or special function.

3-2W-5 TWO YEAR EXPIRATION

This article shall amend the City Code for a time limited period of two (2) years after which this article will expire or “sunset” and will no longer be in effect unless the City Council adopts a new authorizing Ordinance prior to the sunset date to keep the regulations in effect.

3-2W-6 REVOCATION; PENALTY

Failure of a licensee at any time to meet any of the above conditions, including the Zoning Regulations of Title 10, and more specifically 10-17A-18, or any other ordinance or regulation of the City, shall result in a revocation of the license to do business, subject to the hearing provided in section 3-1-19 of this title. Violation may also result in the application of that penalty prescribed in section 3-1-21 of this title. Each day of operation while in violation of this article may constitute a separate offense thereunder. Nothing herein shall be construed to permit door to door peddling or solicitation in a residential neighborhood, or the sale of commodities other than related items from a mobile business location.

TITLE 10 ZONING REGULATIONS

10-2-1: DEFINITIONS:

MOBILE BUSINESS: A commercial business for which the point of sale and operation is located entirely within a vehicle, trailer, or other mobile structure not affixed to the land and capable of movement and relocation on a daily basis. A Mobile Business does not include Mobile Services or Food Trucks.

MOBILE SERVICE: A service oriented business which may travel from a home base or office to a residential or commercial location to provide the service at that location, but which does not remain at the service site and returns to the home base or office.

10-8B-1: ALLOWED USES:
Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:
A. Uses indicated by the letter “P” below are permitted in the designated zone.

B. Uses indicated by the letters “PS” are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title.

C. Uses indicated by the letter “C” are conditional uses in the designated zone.

Allowed Uses

	C-1	C-2	C-3	C-4
Alcohol establishments, including the following:				
Bar establishment		C	C	C
Off-premise beer retailer		P	P	P
Microbrewery or micro-winery (with restaurant or bar establishment)		P	P	P
Nightclub, dance hall (with alcohol)		C	C	C
Ambulance service		P	P	

	C-1	C-2	C-3	C-4
Amusement centers (with no water activity)				
Indoor		P	P	
Outdoor		C	C	
Amusement centers (with water activity)		PS	PS	
Animal services, including the following:				
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building		P	P	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)		PS	PS	
Automobile and vehicle services, limited to the following uses:				
Automobiles and other similar vehicle sales lots		PS	PS	
Automobile parts sales (new parts only); provided, conducted within completely enclosed building		P	P	P
Automobile rental (vehicles up to 26' in length)		P	P	
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)		P	P	P
Tire sales and service; provided, conducted within completely enclosed building		P	P	P
Financial, medical and professional services	P	P	P	P
Food service establishments, including the following and similar uses:				
Catering establishment		P	P	P
Restaurant	P	P	P	P
Lodging, temporary, limited to the following uses:				
Bed and breakfast		P	P	P
Hotel/motel		P	P	P
RV parks, long and short term		PS		
Timeshare units		P	P	P
Hospitals			P	P
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)		P	P	P
Mental health treatment center, with overnight stay		C	C	C
Nursing home		P	P	
Office	P	P	P	P

	C-1	C-2	C-3	C-4
Religious facility	P	P	P	P
Residential, limited to the following use:				
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people		PS	PS	PS
Large floor area building or site (20,000 sf or more ground floor aggregate)		C	C	C
Retail shops:				
Antique store		P	P	P
Athletic and sporting goods store		P	P	P
Department store		P	P	P
Drive-through sales (pharmacy, dairy products, etc.)		P	P	P
Furniture and large appliances sales (used)		P	P	
Furniture sales (new) and repair		P	P	P
Household appliance sales and service		P	P	P
Office supply, office machines sales and service		P	P	P
Paint or wallpaper store		P	P	P
Pawnshop		P	P	
Seed and feed store, retail		P	P	
Supermarket/grocery store		P	P	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)		P	P	P
Vegetable stand		P	P	P
Payday lending/title loans		P	P	
Retail sale of goods with some operations outdoors, limited to the following uses:				
Building materials sales			P	
Convenience markets with gas pumps/gas station		P	P	
Convenience markets with gas pumps located in the rear of the building				P
Farm implement sales (outdoor display)		P	P	
Fence, sales and service		P	P	
Garden supplies and plant material sales		P	P	
Greenhouse and nursery; soil and lawn service			P	

	C-1	C-2	C-3	C-4
Landscape rock sales, ancillary to a permitted use			P	
Service businesses, limited to the following uses:				
Body piercing, ancillary to a permitted use		P	P	P
Carpet and rug cleaning		P	P	P
Child care center	P	P	P	P
Communication transmission facilities, including wireless, primary		PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
Construction trade services, plumbing shop, electrical shop, etc.			P	
Crematorium, independent human		P	P	
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)		P	P	P
Gunsmith		P	P	P
Janitor service and supply		P	P	P
Locksmith		P	P	P
Mobile Businesses		PS	PS	
Mortuary		P	P	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	P	P	P
Personal care service	P	P	P	P
Personal instruction service	P	P	P	P
Pest control and extermination		P	P	P
Pet grooming		P	P	P
Printing, lithographing, publishing or reproduction sales and service			P	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist		P	P	P
RV storage		PS	PS	
Sign sales		P	P	P
Storage rental units		PS	PS	

	C-1	C-2	C-3	C-4
Tattoo establishment		P	P	P
Taxidermist		PS	PS	
Bus terminal		P	P	P
Taxi/shuttle		P	P	P
Government, public services and facilities, limited to the following uses:				
City, all facilities	P	P	P	P
Public utility facilities, primary		PS	PS	PS

ARTICLE A. PERMITTED WITH STANDARDS – GENERAL PROVISIONS

10-17A-1: APPLICATION REQUIREMENTS:
Each permitted with standards applicant shall submit a complete application upon forms provided by the city, which, at a minimum, shall include:

A. A description of the proposed use;

B. A site plan and supporting materials which shall include proof of property owner permission for a mobile business;

C. A design schematic;

D. The size and location of the site;

E. Traffic generation, timing and nature of traffic impacts and the existing condition and capacity of the streets in the area;

F. Utility demand and available capacity, including storm water retention;

G. Emergency vehicle access and anticipated average and peak day demand;

H. Location and amount of off-street parking;

I. Internal vehicular and pedestrian circulation system, including delivery vehicles, loading, and unloading;

J. Fencing, screening, and landscaping to separate the permitted with standards use from adjoining property and uses;

K. Generation and screening of trash, and automated garbage collection (dumpsters);

L. Hours of operation, delivery, and use; and

M. Odor and noise plan if applicable.

10-17A-18: MOBILE BUSINESS – SPECIFIC STANDARDS

All Mobile Businesses operating within the City shall comply with the following standards:

A. The type of business must be a permitted use within the C-2 and/or C-3 zone

B. The mobile business must be located on private property with ~~a notarized~~ authorization from the property owner or their authorized representative allowing the mobile business on the property. The authorization must indicate:

1. Any conditions of the authorization;

2. The duration of the authorization;

3. The number of excess parking stalls currently available to the fixed business on the property; and

4. The solid waste disposal plan.

C. The mobile business must be parked and located:

1. On an improved surface;

2. At least 50 feet from any entrance to the property from a public street;

3. In a manner that does not interfere with the normal flow of traffic, function of the parking lot, or emergency access;

4. In a manner that assures one (1) customer parking space for the mobile business but does not use more than five (5) parking spaces total. In no event shall a Mobile Business be permitted if there is insufficient parking for the property owner and fixed businesses currently at the location; and

5. In compliance with all setback requirements for the zone.

D. A mobile business is prohibited from allowing any minor child inside the vehicle, trailer, or mobile structure without being accompanied by an adult.

E. The owner of a mobile business must possess all federal, state, or local licensing and permitting which may be required for the use. This includes vehicle licensing as well as a business license.

F. The mobile business must comply with all lighting, sign, and fire regulations of this Code and the Utah Code.

G. The mobile business shall dispose of any wastewater at the St. George Wastewater Treatment Plant or other appropriate disposal facilities approved by the water treatment department. Disposal or dumping of any black or grey wastewater in any non-approved location shall result in the immediate revocation of any development permit or business license.

10-19-7: SHARED PARKING FACILITIES

5. When a mobile business has permission to operate within the parking area of an existing business but on an after-hours or shared parking basis, the mobile business must obtain written consent of the owner acknowledging the shared parking and must have that written permission with them at all times for inspection during operating hours.

EXHIBIT C
POWER POINT PRESENTATION

Mobile Business

Zoning Regulation Amendment

2022-ZRA-0055



DEFINITIONS (Changes to Titles 3 & 10)

MOBILE BUSINESS:
A commercial business for which the point of sale and operation is located entirely within a vehicle, trailer, or other mobile structure not affixed to the land and capable of movement and relocation on a daily basis. A Mobile Business does not include Mobile Services or Food Trucks.

MOBILE SERVICE:
A service-oriented business which may travel from a home base or office to a residential or commercial location to provide the service at that location, but which does not remain at the service site and returns to the home base or office.

Operational Requirements

INSPECTIONS:

- At least once a year by the appropriate City Staff ~~chief of police or designee~~
- Vehicle or trailer shall be available for inspection by the designated City agent ~~chief of police or fire chief~~.

LOCATION OF SERVICE, ROUTES:

- Service locations or routes are required
- City has the right to remove a location

Changes to Title 3

Time Limits on Mobile Businesses

Changes to Title 3

DAILY USE: 12-hour limit at same location

WEEKLY USE: No more than 5 consecutive days in 7 days at same location

MONTHLY USE: No more than 14 days in 28 days at same location

SHORT-TERM WAIVERS: The time limits imposed in this section may be waived for short-term or special functions by the issuance of a special event or other appropriate permit for that short-term or special function.

Mobile Business – Specific Standards

A. Type of business must be a permitted use in C-2 and/or C-3 zone
B. Located on private property – with ~~a notarized~~ authorization from owner that includes:
   - Any conditions
   - Duration
   - Number of excess parking stalls available
   - Solid waste and disposal plan

Changes to Title 10

G. The mobile business shall dispose of any wastewater at the St. George Wastewater Treatment Plant or other appropriate disposal facilities approved by the water treatment department. Disposal or dumping of any black or grey wastewater in any non-approved location shall result in the immediate revocation of any development permit or business license.

Recommendation

The Planning Commission recommended approval with the following condition:

1. Item 10-17A-18 G be amended to read,
“The mobile business shall dispose of any wastewater at the St. George Wastewater Treatment Plant or other appropriate disposal facilities approved by the water treatment department. Disposal or dumping of any black or grey wastewater in any non-approved location shall result in the immediate revocation of any development permit or business license.”

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 AND TITLE 10 OF THE ST. GEORGE CITY CODE, TO ADD PROVISIONS FOR MOBILE BUSINESSES AS A PERMITTED WITH STANDARDS USE IN THE C-2 (HIGHWAY COMMERCIAL) AND C-3 (GENERAL COMMERCIAL) ZONES.

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend provisions of City Code, Title 3 and Title 10, to add provisions regarding mobile businesses; and

WHEREAS, after careful consideration, the City Council has determined that amending Title 3 and Title 10 is in the best interest of the health, safety and welfare of the citizens of St. George to provide standards mobile businesses.

WHEREAS, the Planning Commission held a public hearing on November 15, 2022, and thereafter forwarded a recommendation for approval of the requested code amendment to the City Council; and

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The St. George City Code is hereby amended by adopting changes and revisions to Title 3 and Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 15th day of December 2022.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

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

EXHIBIT A

TITLE 3 SPECIAL BUSINESS REQUIREMENTS

ARTICLE R. ~~MOBILE CATERING UNITS~~ Food Trucks

ARTICLE W. MOBILE BUSINESS

3-2W-1 APPLICABILITY

It shall be unlawful for any person to engage in the business of mobile business without first obtaining a city business license, in addition to any other required license or certificate from the state and complying with the conditions of this article.

3-2W-2 DEFINITIONS

MOBILE BUSINESS: A commercial business for which the point of sale and operation is located entirely within a vehicle, trailer, or other mobile structure not affixed to the land and capable of movement and relocation on a daily basis. A Mobile Business does not include Mobile Services or Food Trucks.

MOBILE SERVICE: A service oriented business which may travel from a home base or office to a residential or commercial location to provide the service at that location, but which does not remain at the service site and returns to the home base or office.

3-2W-3 OPERATIONAL REQUIREMENTS

A. INSPECTIONS

1. Inspection shall be made initially and at least once a year thereafter by the appropriate City staff of the vehicle, trailer, or other mobile structure used for the mobile business.

2. Both the vehicle, trailer, or other mobile structure used for the mobile business shall be available for inspection at any reasonable time upon request by the designated City agent, for the purpose of ascertaining compliance with this article.

B. Location Of Service; Routes: The service locations or routes, together with intended points of sale, shall be provided to the City, either in a list form or clearly designated on a map, together with additions or deletions on a current basis from time to time. The City shall always have the right to remove from such designation and forbid service at any location where considerations of safety or general public welfare indicate that it would be in the best interests of the City to prohibit such service.

C. Litter Minimized: A licensee shall at all times do whatever is reasonable and necessary to minimize the littering of streets, sidewalks and private property as the result of the mobile business for which a license is issued, including providing convenient trash receptacles, advising customers verbally and in writing of proper methods of trash disposal, and personally policing the sales area before moving to another location in order to clean up any trash or debris resulting from the activities of licensee.

D. Equipment*:* The licensee shall employ such mirrors, warning devices, lights and other equipment as may be reasonable and necessary on a mobile unit to warn traffic and pedestrians of the intended movements of said vehicle, including the incorporation of any suggested changes or equipment that may be requested by the chief of police after inspection as herein above provided.

3-2W-4 TIME LIMITS

1. DAILY USE: A mobile business can be located at the same location, or within the 1 mile of the same location, for no more than twelve (12) hours in a twenty-four (24) period of time.

2. WEEKLY USE: A mobile business can be located at the same location, or within the 1 mile of the same location, for no more than five (5) consecutive days in a seven (7) day period of time.

3. MONTHLY USE: A mobile business can be located at the same location, or within the 1 mile of the same location, for no more than fourteen (14) days in a twenty-eight (28) day period of time.

4. SHORT-TERM WAIVERS: The time limits imposed in this section may be waived for short-term or special functions by the issuance of a special event or other appropriate permit for that short-term or special function.

3-2W-5 TWO YEAR EXPIRATION

This article shall amend the City Code for a time limited period of two (2) years after which this article will expire or “sunset” and will no longer be in effect unless the City Council adopts a new authorizing Ordinance prior to the sunset date to keep the regulations in effect.

3-2W-6 REVOCATION; PENALTY

Failure of a licensee at any time to meet any of the above conditions, including the Zoning Regulations of Title 10, and more specifically 10-17A-18, or any other ordinance or regulation of the City, shall result in a revocation of the license to do business, subject to the hearing provided in section 3-1-19 of this title. Violation may also result in the application of that penalty prescribed in section 3-1-21 of this title. Each day of operation while in violation of this article

may constitute a separate offense thereunder. Nothing herein shall be construed to permit door to door peddling or solicitation in a residential neighborhood, or the sale of commodities other than related items from a mobile business location.

TITLE 10 ZONING REGULATIONS

10-2-1: DEFINITIONS:

MOBILE BUSINESS: A commercial business for which the point of sale and operation is located entirely within a vehicle, trailer, or other mobile structure not affixed to the land and capable of movement and relocation on a daily basis. A Mobile Business does not include Mobile Services or Food Trucks.

MOBILE SERVICE: A service oriented business which may travel from a home base or office to a residential or commercial location to provide the service at that location, but which does not remain at the service site and returns to the home base or office.

10-8B-1: ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

A. Uses indicated by the letter "P" below are permitted in the designated zone.

B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title.

C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

	C-1	C-2	C-3	C-4
Alcohol establishments, including the following:				
Bar establishment		C	C	C
Off-premise beer retailer		P	P	P
Microbrewery or micro-winery (with restaurant or bar establishment)		P	P	P
Nightclub, dance hall (with alcohol)		C	C	C
Ambulance service		P	P	
Amusement centers (with no water activity)				

	C-1	C-2	C-3	C-4
Indoor		P	P	
Outdoor		C	C	
Amusement centers (with water activity)		PS	PS	
Animal services, including the following:				
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building		P	P	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)		PS	PS	
Automobile and vehicle services, limited to the following uses:				
Automobiles and other similar vehicle sales lots		PS	PS	
Automobile parts sales (new parts only); provided, conducted within completely enclosed building		P	P	P
Automobile rental (vehicles up to 26' in length)		P	P	
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)		P	P	P
Tire sales and service; provided, conducted within completely enclosed building		P	P	P
Financial, medical and professional services	P	P	P	P
Food service establishments, including the following and similar uses:				
Catering establishment		P	P	P
Restaurant	P	P	P	P
Lodging, temporary, limited to the following uses:				
Bed and breakfast		P	P	P
Hotel/motel		P	P	P
RV parks, long and short term		PS		
Timeshare units		P	P	P
Hospitals			P	P
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)		P	P	P
Mental health treatment center, with overnight stay		C	C	C
Nursing home		P	P	

	C-1	C-2	C-3	C-4
Office	P	P	P	P
Religious facility	P	P	P	P
Residential, limited to the following use:				
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people		PS	PS	PS
Large floor area building or site (20,000 sf or more ground floor aggregate)		C	C	C
Retail shops:				
Antique store		P	P	P
Athletic and sporting goods store		P	P	P
Department store		P	P	P
Drive-through sales (pharmacy, dairy products, etc.)		P	P	P
Furniture and large appliances sales (used)		P	P	
Furniture sales (new) and repair		P	P	P
Household appliance sales and service		P	P	P
Office supply, office machines sales and service		P	P	P
Paint or wallpaper store		P	P	P
Pawnshop		P	P	
Seed and feed store, retail		P	P	
Supermarket/grocery store		P	P	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)		P	P	P
Vegetable stand		P	P	P
Payday lending/title loans		P	P	
Retail sale of goods with some operations outdoors, limited to the following uses:				
Building materials sales			P	
Convenience markets with gas pumps/gas station		P	P	
Convenience markets with gas pumps located in the rear of the building				P
Farm implement sales (outdoor display)		P	P	
Fence, sales and service		P	P	

	C-1	C-2	C-3	C-4
Garden supplies and plant material sales		P	P	
Greenhouse and nursery; soil and lawn service			P	
Landscape rock sales, ancillary to a permitted use			P	
Service businesses, limited to the following uses:				
Body piercing, ancillary to a permitted use		P	P	P
Carpet and rug cleaning		P	P	P
Child care center	P	P	P	P
Communication transmission facilities, including wireless, primary		PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
Construction trade services, plumbing shop, electrical shop, etc.			P	
Crematorium, independent human		P	P	
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)		P	P	P
Gunsmith		P	P	P
Janitor service and supply		P	P	P
Locksmith		P	P	P
Mobile Businesses		PS	PS	
Mortuary		P	P	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	P	P	P
Personal care service	P	P	P	P
Personal instruction service	P	P	P	P
Pest control and extermination		P	P	P
Pet grooming		P	P	P
Printing, lithographing, publishing or reproduction sales and service			P	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist		P	P	P
RV storage		PS	PS	
Sign sales		P	P	P

	C-1	C-2	C-3	C-4
Storage rental units		PS	PS	
Tattoo establishment		P	P	P
Taxidermist		PS	PS	
Bus terminal		P	P	P
Taxi/shuttle		P	P	P
Government, public services and facilities, limited to the following uses:				
City, all facilities	P	P	P	P
Public utility facilities, primary		PS	PS	PS

ARTICLE A. PERMITTED WITH STANDARDS – GENERAL PROVISIONS

10-17A-1: APPLICATION REQUIREMENTS:

Each permitted with standards applicant shall submit a complete application upon forms provided by the city, which, at a minimum, shall include:

A. A description of the proposed use;

B. A site plan and supporting materials which shall include proof of property owner permission for a mobile business;

C. A design schematic;

D. The size and location of the site;

E. Traffic generation, timing and nature of traffic impacts and the existing condition and capacity of the streets in the area;

F. Utility demand and available capacity, including storm water retention;

G. Emergency vehicle access and anticipated average and peak day demand;

H. Location and amount of off-street parking;

I. Internal vehicular and pedestrian circulation system, including delivery vehicles, loading, and unloading;

J. Fencing, screening, and landscaping to separate the permitted with standards use from adjoining property and uses;

K. Generation and screening of trash, and automated garbage collection (dumpsters);

L. Hours of operation, delivery, and use; and

M. Odor and noise plan if applicable.

10-17A-18: MOBILE BUSINESS – SPECIFIC STANDARDS

All Mobile Businesses operating within the City shall comply with the following standards:

A. The type of business must be a permitted use within the C-2 and/or C-3 zone

B. The mobile business must be located on private property with a notarized authorization from the property owner or their authorized representative allowing the mobile business on the property. The authorization must indicate:

1. Any conditions of the authorization;

2. The duration of the authorization;

3. The number of excess parking stalls currently available to the fixed business on the property; and

4. The solid waste disposal plan.

C. The mobile business must be parked and located:

1. On an improved surface;

2. At least 50 feet from any entrance to the property from a public street;

3. In a manner that does not interfere with the normal flow of traffic, function of the parking lot, or emergency access;

4. In a manner that assures one (1) customer parking space for the mobile business but does not use more than five (5) parking spaces total. In no event shall a Mobile Business be permitted if there is insufficient parking for the property owner and fixed businesses currently at the location; and

5. In compliance with all setback requirements for the zone.

D. A mobile business is prohibited from allowing any minor child inside the vehicle, trailer, or mobile structure without being accompanied by an adult.

E. The owner of a mobile business must possess all federal, state, or local licensing and permitting which may be required for the use. This includes vehicle licensing as well as a business license.

F. The mobile business must comply with all lighting, sign, and fire regulations of this Code and the Utah Code.

G. The mobile business shall dispose of any wastewater at the St. George Wastewater Treatment Plant or other appropriate disposal facilities approved by the water treatment department. Disposal or dumping of any black or grey wastewater in any non-approved location shall result in the immediate revocation of any development permit or business license.

10-19-7: SHARED PARKING FACILITIES

4. When a mobile business has permission to operate within the parking area of an existing business but on an after-hours or shared parking basis, the mobile business must obtain written consent of the owner acknowledging the shared parking and must have that written permission with them at all times for inspection during operating hours.

Agenda Date: 12/15/2022 **Agenda Item Number:** 08

Subject:

Consider approval of the amended preliminary plat for Sienna Park Condominiums for the addition of seven (7) units to the original approval of seventy (70) units; this amendment will increase the total number of units to seventy-seven (77).

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Rob Reid, Rosenberg Associates

Reference Number: Case No. 2022-PP-035

Address/Location:

271 North Country Lane

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

The general plan land use designation for this property is Low Density Residential (LDR) and the zoning on this property is Planned Development Residential (PD-R). The preliminary plat meets both the current general plan land use designation and the zoning on the property.

Staff Narrative (need/purpose):

The purpose of the preliminary plat is to show how the property will be subdivided into private ownership for each unit and common and limited common area.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission recommends approval

St.George
Community Development

ITEM

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/22/2022**
CITY COUNCIL **12/15/2022**

PRELIMINARY PLAT
Sienna Park Condominiums Amended
Case No. 2022-PP-035

Request: To approve an amended preliminary plat to add an additional seven (7) units to the approved sixty-nine (70) units for a total of seventy-seven (77) units.

Location: The site is at located at 271 North Country Lane

Property: 5.11 acres

Number of Units: 77

Density: 13.1 DU/AC

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – PD-R
South – PD-R
East – PD-R
West – PD-R

General Plan: LDR

Applicant: Rosenberg Associates

Representative: Rob Reid

Comments:

Preliminary Plats

November 15, 2022



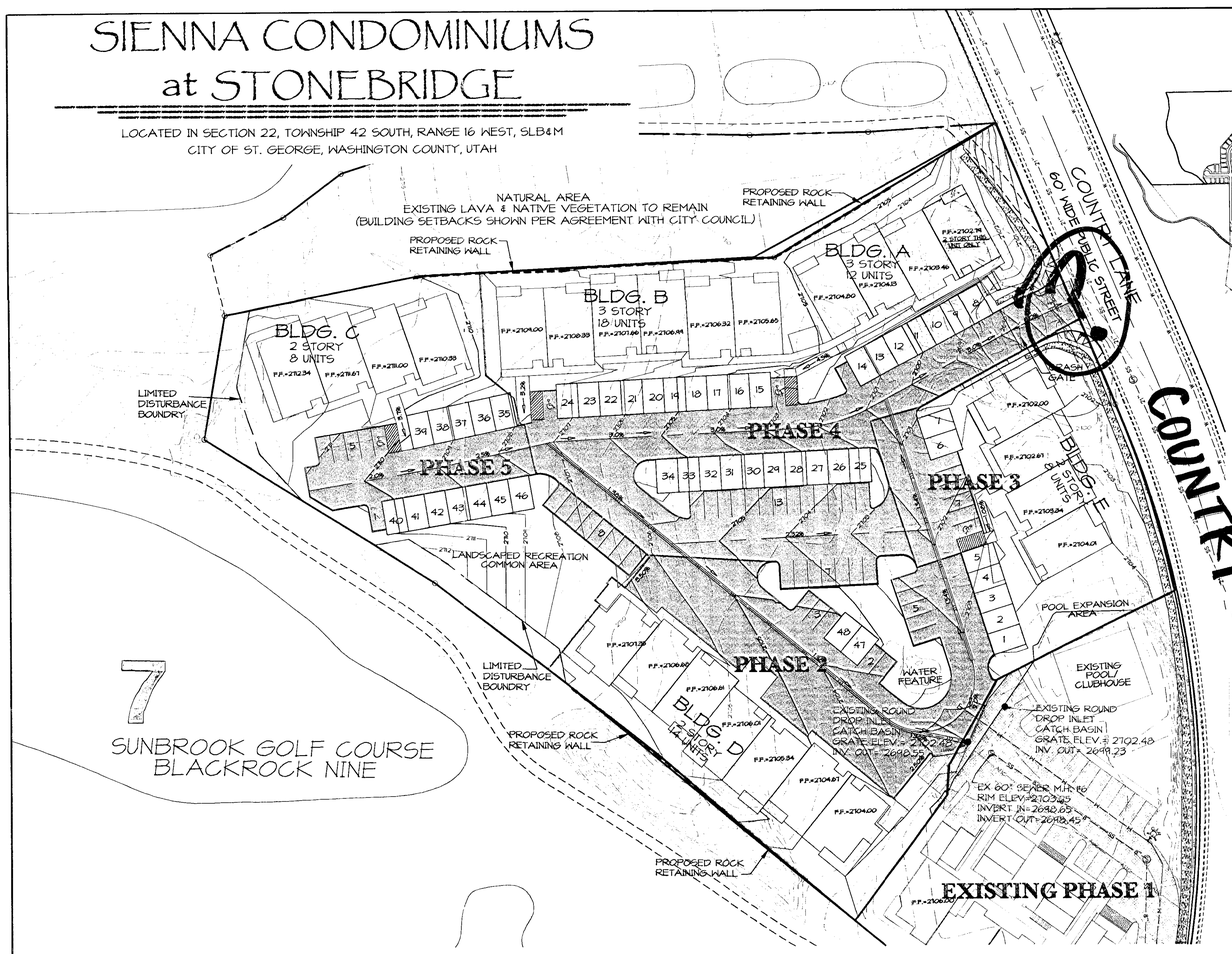
Preliminary Plat – Sienna Park Condominiums (Amended)

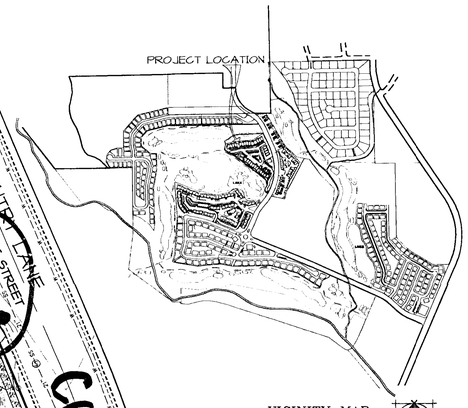


Preliminary Plat – Sienna Park Condominiums (Amended)

SIENNA CONDOMINIUMS at STONEBRIDGE

LOCATED IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SLB&M
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH





VICINITY MAP
STONEBRIDGE PD
ST. GEORGE, UT

CYPRESS POINTE CONDOS

DEVELOPMENT SUMMARY

TOTAL AREA = 222,727 sq ft - 5.11 acres
EXISTING UNITS = 10
PROPOSED UNITS = 59 69
TOTAL UNITS = 69
DENSITY = 13.7 units/acre
PARKING AREA = 70,338 sq. ft. - 1.61 acres = 32%
BUILDING AREA = 63,005 sq. ft. - 1.45 acres = 28%
LANDSCAPE/COMMON AREA = 84,384 sq. ft. - 2.05 acres = 40%

PARKING SUMMARY

	EXISTING PHASE 1	FUTURE PHASES	TOTALS
COVERED	10	63	73
UN-COVERED	31	53	84
TOTAL PARKING			157
TOTAL REQUIRED			141

NOTES

1. ALL UTILITIES PROPOSED TO CONNECT TO EXISTING UTILITIES IN PHASE 1.
2. SINGLE ACCESS PROVIDED THROUGH PHASE 1 PER ORIGINAL PRELIMANARY PLAT
3. TEMPORARY CONSTRUCTION ACCESS TO BE PROVIDED THROUGH PHASE 4 TO COUNTRY LANE.
4. DEVELOPER TO MINIMIZE DISTURBANCE TO NATURAL VEGETATION AND LAVA BEDS ADJACENT TO GOLF COURSE BOUNDARY PER AGREEMENT WITH CITY COUNCIL.

OWNER/DEVELOPER

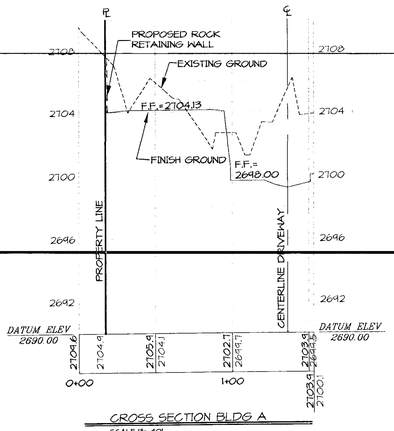
The Developer for this project is:
SIENNA PARK, L.C.
C/O BRIAN McMULLEN
144 WEST BRIGHAM ROAD SUITE 4A
ST. GEORGE, UT 84790

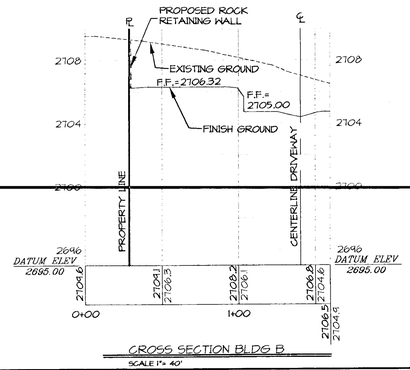
PROJECT ENGINEER

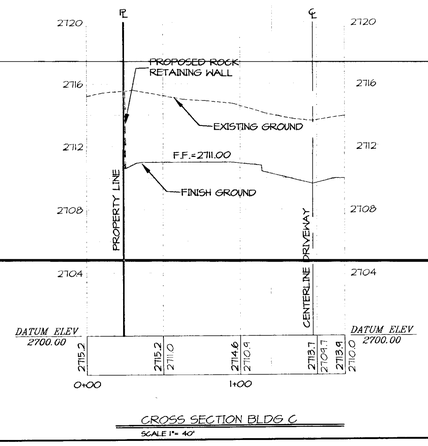
The Engineer for this project is:
ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673 - 8586

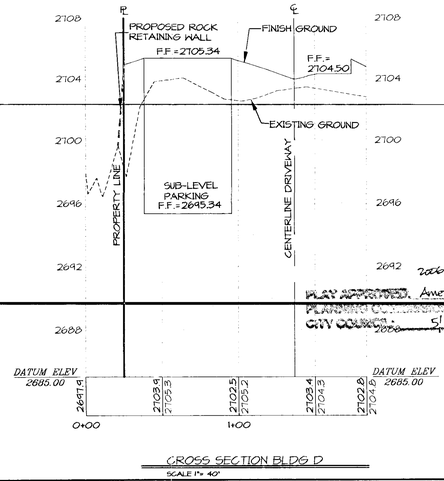
LEGEND

- EXISTING COUNTOUR MAJOR
- EXISTING COUNTOR MINOR
- 2800 — PROPOSED CONTOUR MAJOR
- 2802 — PROPOSED CONTOUR MINOR
- SS — SEWER MAIN (SIZE AS NOTED)
- W — WATER MAIN (SIZE AS NOTED)
- ABC — EXISTING POWER
- PROJECT BOUNDARY
- LIMITED DISTURBANCE LINE
- PROPOSED ROCK WALL
- PROPOSED 24" CONCRETE WATERWAY
- SEWER MANHOLE (SIZE AS NOTED)
- EXISTING FIRE HYDRANT
- WATER VALVE
- PROPOSED PARKING
- EXISTING PARKING









2006-PPA-018
PLAN APPROVED. AMENDED PRELIMINARY
PLANNING COMMISSION: 4/25/06 w/ comments
CITY COUNCIL: 5/18/06 w/ conditions

RECEIVED
MAR 17 2006
BY:

DATE:	11-23-05
JOB NO.:	1571-03-3P2
DRAWN BY:	JMD
DESIGNED BY:	JMD
SCALE:	1" = 30'
DWG:	PRELIMANARY

DATE / REVISIONS

ROSENBERG ASSOCIATES
CONSULTING ENGINEERS AND LAND SURVEYORS
352 East Riverside Drive, Suite A-2 St. George, Utah 84790
Phone (435) 673-8586 Fax (435) 673-8397

AMENDED PRELIMINARY PLAT
FOR
SIENNA PARK CONDOMINIUMS @ STONEBRIDGE
ST. GEORGE, UTAH

SHEET
PRE
1 OF 1 SHEETS



=EXISTING ASPHALT ON SITE

DEVELOPMENT SUMMARY

TOTAL AREA: 222,727 SQ. FT. 5.11 ACRES

PROJECT LAND USE: CONDOMINIUMS

NUMBER OF PHASES: 5

NUMBER OF UNITS: 77

DENSITY: 13.1 UNITS/ACRE

PHASE 1 BUILDING A : 10 UNITS (EXISTING) 1.26 ACRES
9 UNITS 2 STORY & 8 SINGLE CAR DETACHED GARAGES
1 STORY UNIT OVER 2 SINGLE CAR GARAGES

PHASE 2 BUILDING B : 14 UNITS (EXISTING) 0.96 ACRES
2 STORY OVER 13 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PHASE 3 BUILDING D & E : 29 UNITS 1.52 ACRES
3 STORY & 13 SINGLE CAR DETACHED GARAGES

PHASE 4 BUILDING C : 14 UNITS 0.83 ACRES
2 STORY OVER 13 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PHASE 5 BUILDING F : 10 UNITS 0.54 ACRES
2 STORY OVER 9 TWO CAR TANDEM GARAGES
& 1 SINGLE CAR DETACHED GARAGE

PARKING SUMMARY

	PHASE 1 10 UNITS	PHASE 2 14 UNITS	PHASE 3 29 UNITS	PHASE 4 14 UNITS	PHASE 5 10 UNITS
COVERED:	10	27	29	27	19
UN-COVERED:	10	1	29	1	1
GUEST PARKING:	N/A	N/A	10	5	3

TOTAL PARKING SPACES REQUIRED: 172

TOTAL PARKING SPACES PROVIDED: 177

(OF 177, 6 SPACES ARE ACCESSIBLE WITH 1 VAN ACCESSIBLE)

PROPERTY LOCATION

THE PROJECT IS LOCATED AT:
271 NORTH COUNTRY LANE
ST. GEORGE, UTAH

PARCEL ACREAGE

222,727 SQ. FT. 5.11 ACRES

TOTAL AREA UNDEVELOPED.
PHASE 3: 66,068 SQ. FT. = 1.52 ACRES
PHASE 4: 36,630 SQ. FT., = 0.83 ACRES
PHASE 5: 23,423 SQ. FT., = 0.54 ACRES

PROJECT BENCHMARK

CLASS 1 MONUMENT
NEAR THE INTERSECTION
271 NORTH COUNTRY LANE
ELEVATION = 2690.71

CIVIL ENGINEER

ROB E. REID, P.E.
ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE,
SUITE A2
ST. GEORGE, UTAH 84790 (435)
673-8586

GEOTECHNICAL ENGINEER

AGEC
ARNOLD DECASTRO, P.E.
1420 SOUTH 270 EAST
ST. GEORGE, UTAH 84790
(435) 680-6849

OWNER/DEVELOPER

BRIAN MC MULLIN
SIENNA POINTE L.L.C.
144 WEST BRIGHAM ROAD STE. 5
ST. GEORGE, UTAH 84790
(801) 633-0992

AMENDED PRELIMINARY PLAT
SIENNA PARK CONDOMINIUMS AT STONEBRIGE

LOCATED IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 16 WEST
OF THE SALT LAKE BASE AND MERIDIAN IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.
ADDRESS: 271 NORTH COUNTRY LANE, ST. GEORGE, UT 84770
PHASE 3 ACREAGE: 44,447 SQ. FT., 1.52 ACRES

DATE: 10-31-22
JOB NO.: 1571-12-003D
DESIGNED BY: LMM
CHECKED BY: RR
DWG: Sienna Base 2022

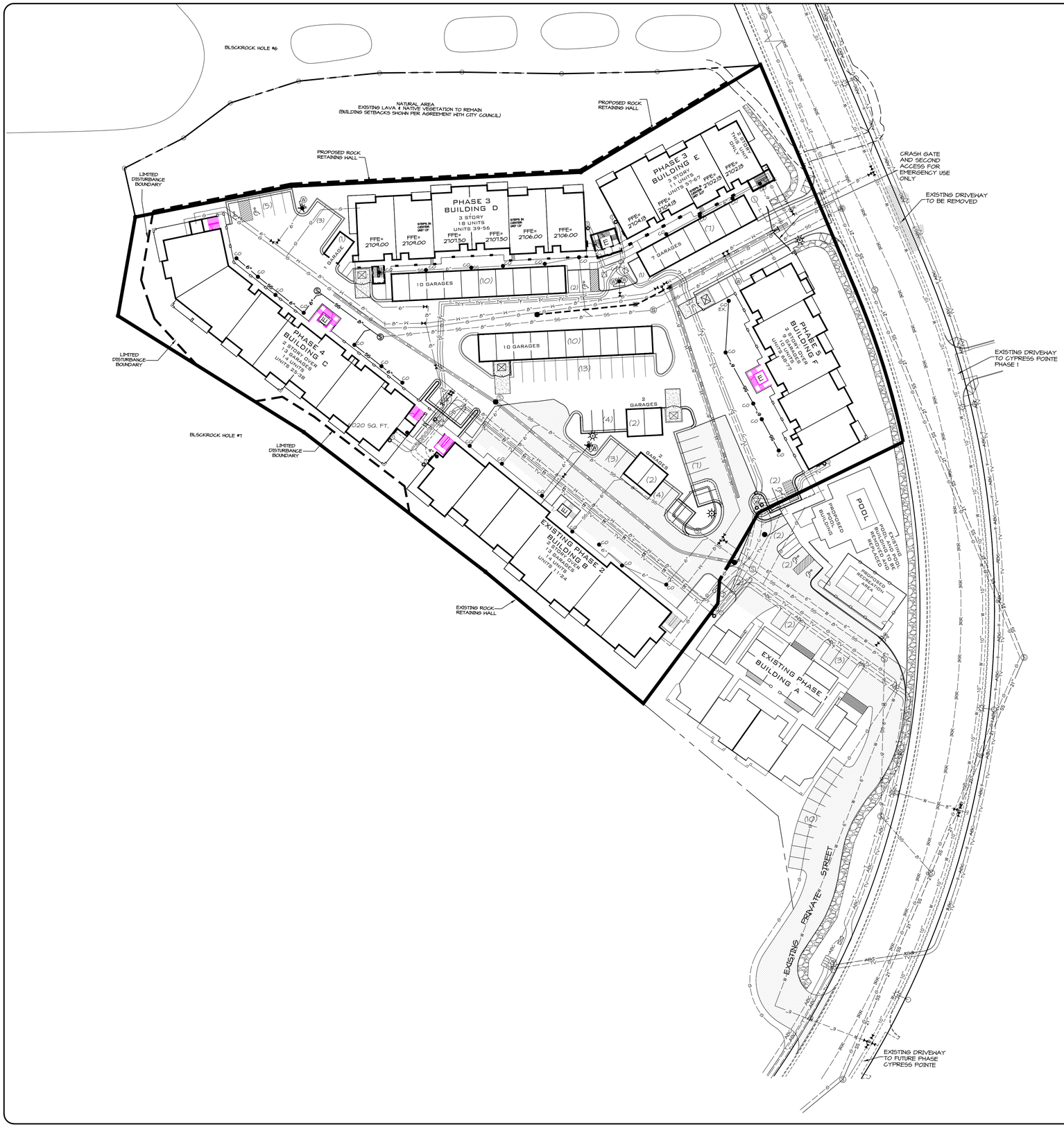
REVISIONS	DATE
City reviews add exist. driveway	11-4-22

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.raicivil.com

AMENDED PRELIMINARY PLAT
FOR
SIENNA PARK CONDOMINIUMS
IVINS, UTAH

STATE OF UTAH
No. 186004
ROBERT A. REID
10-31-22
REGISTERED PROFESSIONAL ENGINEER

SHEET
PP-1
OF SHEETS



LEGEND

- =PROJECT PROPERTY BOUNDARY
- =EXISTING ASPHALT ON SITE
- =EXISTING SEWER MAIN
- =EXISTING SEWER MANHOLE
- =PROPOSED SEWER MANHOLE
- =PROPOSED SEWER LINE
- =PROPOSED STORM DRAIN- CATCH BASIN AND STORM DRAIN SUMP
- =EXISTING STORM DRAIN SUMP
- =SEWER LATERAL & CLEANOUT
- =EXISTING WATER MAIN
- =PROPOSED WATER LINE
- =WATER LATERAL
- =WATER METER
- =EXISTING FIRE HYDRANT
- =PROPOSED FIRE HYDRANT
- = WATER VALVE
- =PROPOSED WATER VALVE
- =PRIMARY POWER
- =SECONDARY POWER
- =TRANSFORMER
- =EXISTING GROUND SLEEVE JUNCTION BOX
- =ACCESSIBLE PARKING SPACE AND SIGN
- =EXISTING TV
- =PROPOSED TV
- =EXISTING TELEPHONE
- =PROPOSED TELEPHONE
- =EXISTING NATURAL GAS (SIZE NOTED ON PLAN)
- =PROPOSED NATURAL GAS (SIZE NOTED ON PLAN)
- =EXISTING 16" PVC IRRIGATION LINE
- =STREET LIGHT POLE
- =LIGHT POLE
- C/O =CLEANOUT

AMENDED PRELIMINARY PLAT
SIENNA PARK CONDOMINIUMS AT STONEBRIGE

LOCATED IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 16 WEST
OF THE SALT LAKE BASE AND MERIDIAN IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.
ADDRESS: 271 NORTH COUNTRY LANE, ST. GEORGE, UT 84770
PHASE 3 ACREAGE: 44,447 SQ. FT., 1.52 ACRES

DATE: 10-31-22
JOB NO.: 1571-12-003D
DESIGNED BY: LMM
CHECKED BY: RR
DWG: Sienna Base 2022

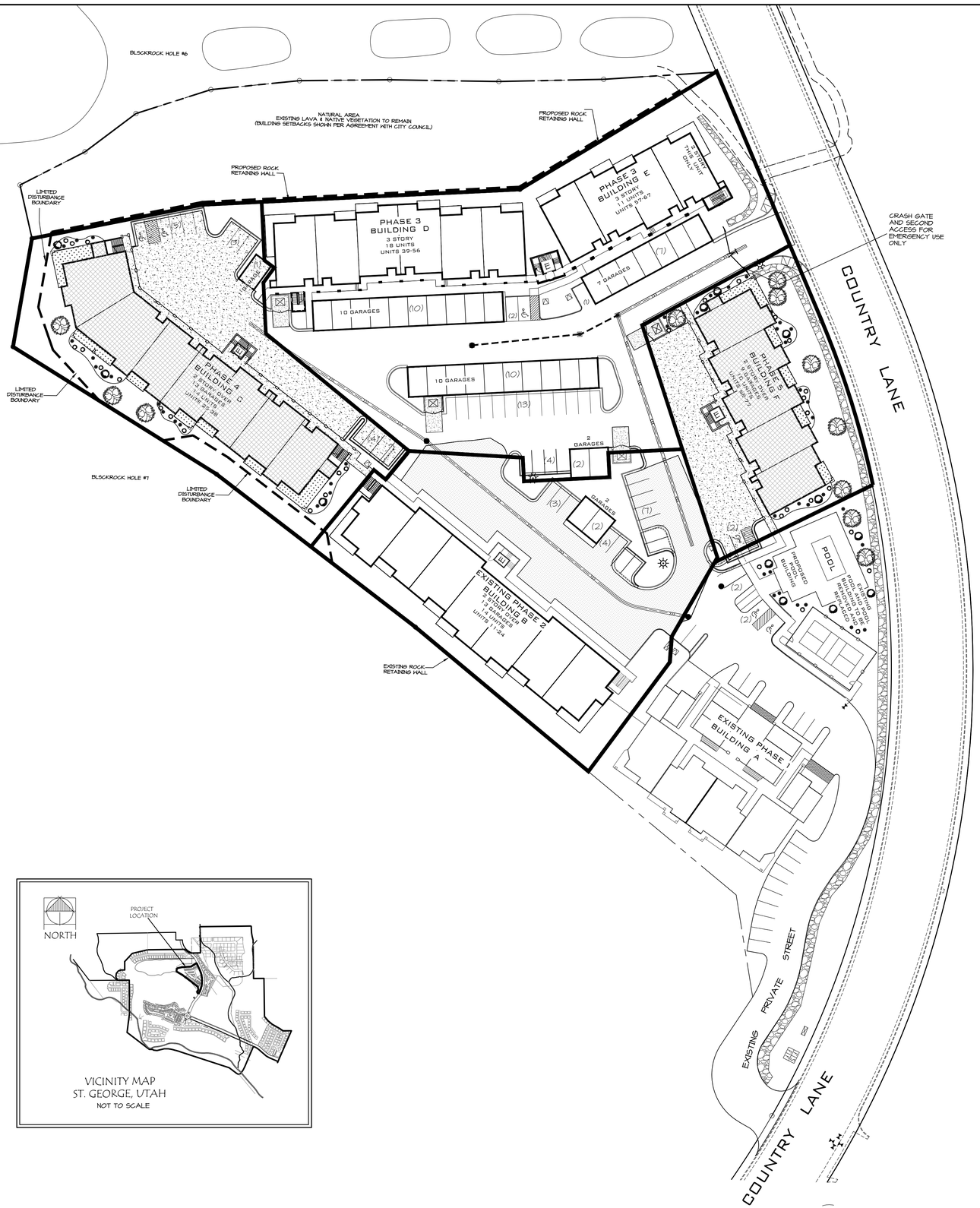
REVISIONS	DATE
City review add irrigation meter	11-4-22
City review add exist. driveway	11-4-22

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.raicivil.com

AMENDED PRELIMINARY PLAT
FOR
SIENNA PARK CONDOMINIUMS
IVINS, UTAH

STATE OF UTAH
No. 180626
ROBERT A. REID
10-31-22
REGISTERED PROFESSIONAL ENGINEER

SHEET
PP-2
OF SHEETS



LEGEND

PHASE 4

- PRIVATE AREA 11,517 sq. ft. (IMPERVIOUS)
- COMMON AREA 12,475 sq. ft. (IMPERVIOUS)
- LIMITED COMMON AREA 1,488 sq. ft. (IMPERVIOUS)
- NON-IRRIGABLE COMMON AREA 10,242 sq. ft. (PERVIOUS)
- NET-IRRIGABLE COMMON AREA 930 sq. ft. (PERVIOUS)
- PUBLIC RIGHT OF WAY 0 sq. ft. (IMPERVIOUS)

TOTAL AREA = 36,652 sq. ft. (.84 ACRES)

PHASE 5

- PRIVATE AREA 7,325 sq. ft. (IMPERVIOUS)
- COMMON AREA 7,352 sq. ft. (IMPERVIOUS)
- LIMITED COMMON AREA 765 sq. ft. (IMPERVIOUS)
- NON-IRRIGABLE COMMON AREA 5,995, sq. ft. (PERVIOUS)
- NET-IRRIGABLE COMMON AREA 1,982 sq. ft. (PERVIOUS)
- PUBLIC RIGHT OF WAY 0 sq. ft. (IMPERVIOUS)

TOTAL AREA = 23,319 sq. ft. (.53 ACRES)

811 Know what's **below.** **Call** before you dig.

NOTICE:
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

LEGEND

PHASE 4	PHASE 5
15 GRASS TREE YUCCA	18 GRASS TREE YUCCA
4 CHINESE PASTACHE	6 CHINESE PASTACHE
3 DWARF RED OLEANDER	4 DWARF RED OLEANDER
14 RED CARPET	12 RED CARPET

=EXISTING ASPHALT ON SITE

N

0 40 80

SCALE: 1"=40'

IRRIGABLE AREAS

SIENNA PARK CONDOMINIUMS AT STONEBRIGE

LOCATED IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 16 WEST
OF THE SALT LAKE BASE AND MERIDIAN IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

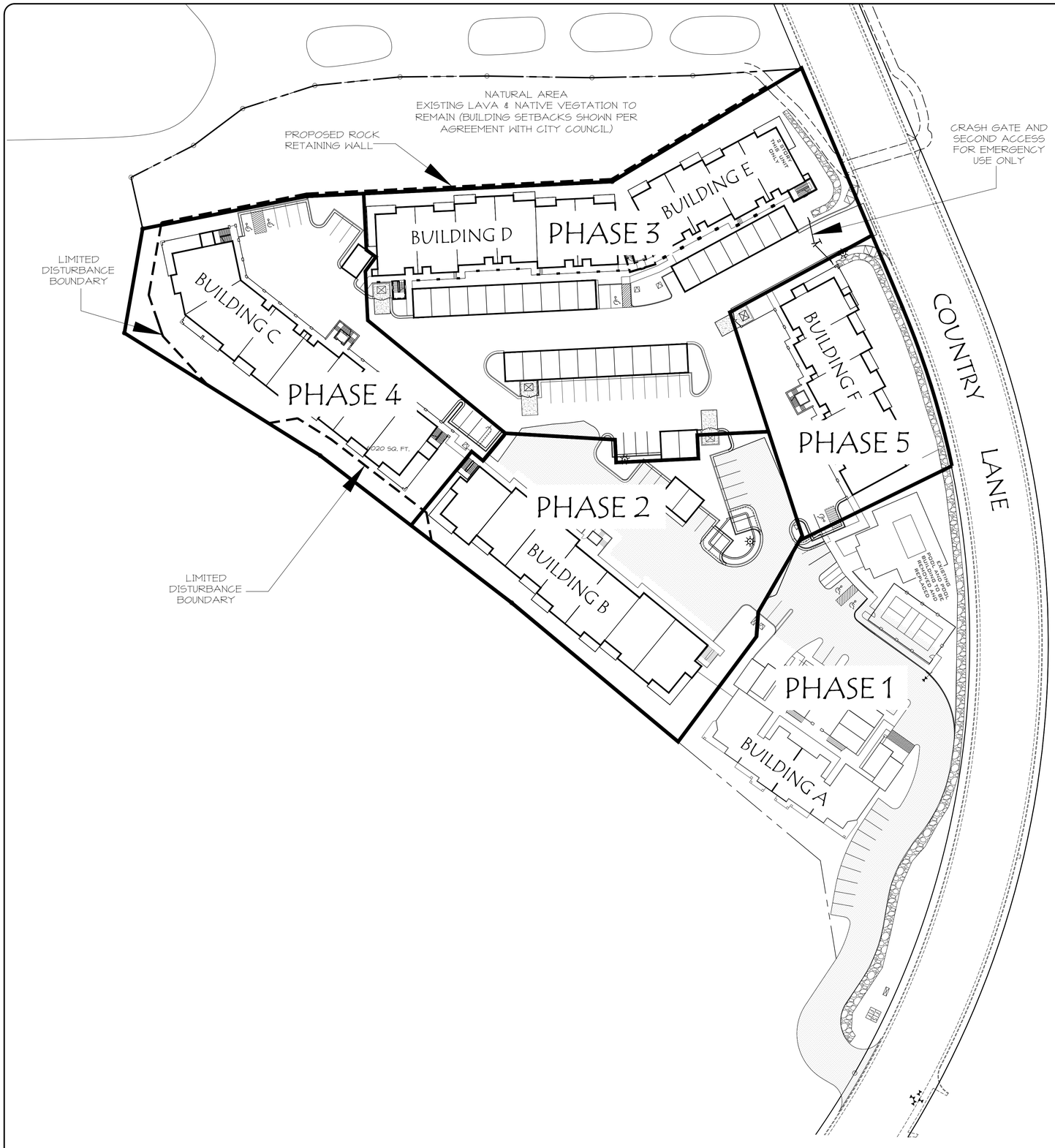
DATE: 10-31-2022
JOB NO.: 1511-12-003D
DESIGNED BY: RP
CHECKED BY: RR
DWG: LANDSCAPE

REVISIONS	DATE
ADA Parking - Limited Common Area	11-01-22

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

CONCEPTUAL LANDSCAPE PLAN
FOR
SIENNA PARK CONDOMINIUMS PHASE 4, 5
IVINS, UTAH

SHEET 1 OF SHEETS



EXISTING ASPHALT ON SITE

DATE: 10-3122
JOB NO.: 1511-12-003D
DESIGNED BY: LMM
CHECKED BY: RR
DWG: Sienna Base 2022

REVISIONS | DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

PHASING PLAN
FOR
SIENNA PARK CONDOMINIUMS AT STONEBRIDGE
ST. GEORGE, UTAH

SHEET
PHASE
OF SHEETS

Agenda Date: 12/15/2022 **Agenda Item Number:** 09

Subject:

Consider approval of the preliminary plat for Jamestown Subdivision, a 3-lot residential subdivision located at approximately 960 West Manzanita Road.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Brandee Walker, Civil Science

Reference Number: Case No. 2022-PP-044

Address/Location:

Approximately 960 West Manzanita Road

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

The current land use designation on this property is Low Density Residential (LDR) and the current zoning on the property is R-1-10. The preliminary plat meets both the current general plan land use designation and the current zoning on the property. At their meeting held on November 22, 2022, the Planning Commission recommended approval with a vote of 5-0, with conditions.

Staff Narrative (need/purpose):

The purpose of the preliminary plat is to show the proposed subdivision layout of the property.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission recommends approval with the following condition:1. The developer is responsible to install the required additional pavement, curb, gutter and sidewalk along the frontage of Manzanita Road.

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/22/2022**
CITY COUNCIL **12/01/2022**

PRELIMINARY PLAT
Jamestown Subdivision
Case No. 2022-PP-044

Request: To approve a preliminary plat for a three (3) lot residential subdivision.

Location: The site is located at approximately 960 W Manzanita Road

Property: 1.51 acres

Number of Lots: 3

Density: 1.99 du/ac

Zoning: R-1-10

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-10
South – R-1-10
East – R-1-10
West – R-1-10

General Plan: LDR

Applicant: Civil Science

Representative: Brandee Walker

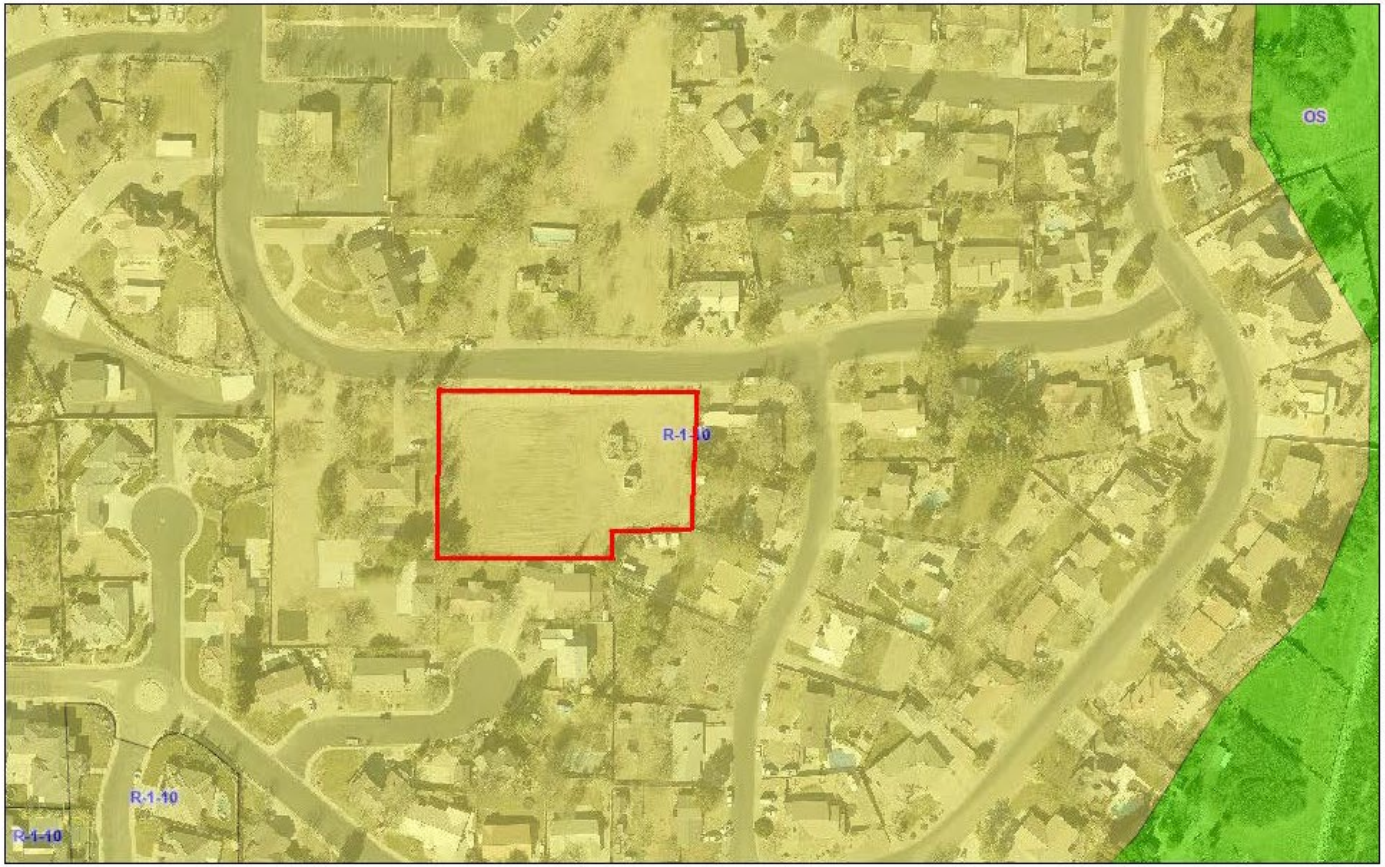
Comments:

Preliminary Plats

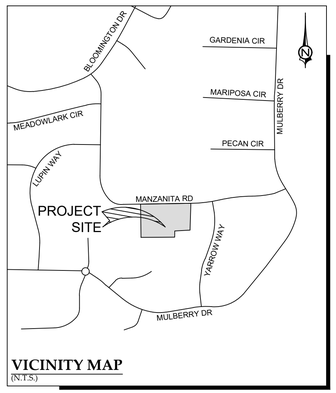
November 22, 2022



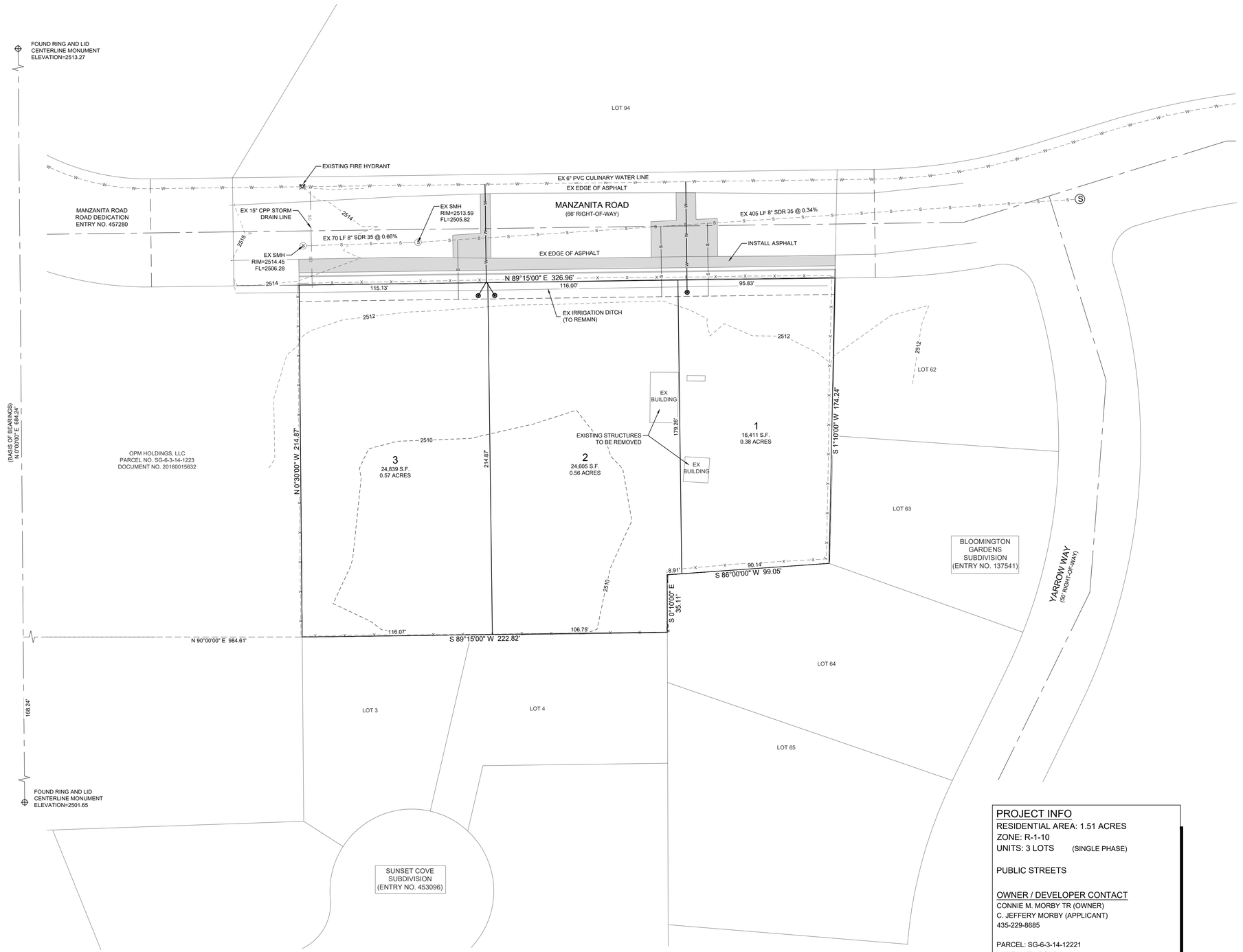
Preliminary Plat – Jamestown Subdivision



Preliminary Plat – Jamestown Subdivision



VICINITY MAP
(N.T.S.)



LEGEND

- STREET LIGHT
- FIRE HYDRANT
- WATER GATE VALVE
- EXISTING WATER GATE VALVE
- 3/4" WATER LATERAL & SERVICE WITH BOX
- EXISTING WATER LINE
- C-900 CLASS 150 WATER LINE
- EXISTING IRRIGATION LINE
- C-900 IRRIGATION "PURPLE" LINE
- SEWER MANHOLE (SIZE AS NOTED ON PLAN)
- 4" PVC SEWER LATERAL
- EXISTING SEWER LINE
- 8" SDR 35 PVC SEWER LINE
- SUBDIVISION BOUNDARY
- PROPOSED LOT LINE
- PROPOSED 10.0' PUBLIC UTILITY EASEMENT LINE
- EXISTING WOODEN FENCE

NOTE:

1. THIS DEVELOPMENT IS PROPOSING TO DELAY THE INSTALLATION OF SIDEWALK, CURB, AND GUTTER BY PAYING THE CITY COSTS FOR FUTURE INSTALL.
2. THE EXISTING IRRIGATION DITCH ALONG THE PROPOSED LOT FRONTAGE WILL REMAIN IN PLACE. NEW DRIVEWAY APPROACHES WILL INSTALL CULVERTS AND/OR BRIDGE OVER.

N

0 30
15 60
SCALE: 1" = 30'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, ST. GEORGE CITY, WASHINGTON COUNTY, UTAH:

BEGINNING AT A POINT N 0°00'00" E 168.24 FEET AND N 90°00'00" E 984.61 FEET FROM THE CENTERLINE MONUMNET FOUND IN POMEGRANITE WAY; AND RUNNING THENCE N 0°30'00" W 214.87 FEET TO THE SOUTH LINE OF MANZANITA ROAD; THENCE N 89°15'00" E 326.96 FEET ALONG SAID SOUTH LINE TO THE NORTHWEST CORNER OF BLOOMINGTON GARDENS SUBDIVISION (ENTRY NO. 137541, WASHINGTON COUNTY RECORDER'S OFFICE); THENCE ALONG SAID WES AND NORTHERLY LINES THE FOLLOWING THREE (3) COURSES: (1) S 1°10'00" W 174.24 FEET; (2) S 86°00'00" W 99.05 FEET; AND (3) S 0°10'00" E 35.11 FEET TO THE NORTH LINE OF SUNSET COVE SUBDIVISION (ENTRY NO. 453096, WASHINGTON COUNTY RECORDER'S OFFICE); THENCE S 89°15'00" W 222.82 FEET TO THE POINT OF BEGINNING.

CONTAINS 65,854 SQ. FT. OR 1.51 ACRES, MORE OR LESS

PROJECT INFO
RESIDENTIAL AREA: 1.51 ACRES
ZONE: R-1-10
UNITS: 3 LOTS (SINGLE PHASE)

PUBLIC STREETS

OWNER / DEVELOPER CONTACT
CONNIE M. MORBY TR (OWNER)
C. JEFFERY MORBY (APPLICANT)
435-229-8685

PARCEL: SG-6-3-14-12221
MANZANITA ROAD

JAMESTOWN SUBDIVISION

LOCATED IN
NE 1/4 OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN
ST. GEORGE, WASHINGTON COUNTY, UTAH

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

JAMESTOWN SUBDIVISION
LOCATED IN
NE 1/4 OF SECTION 14, TOWNSHIP 43 SOUTH,
RANGE 16 WEST, SALT LAKE BASE & MERIDIAN

PROJ. #:	FF22251
DRAWN BY:	JRF
DATE:	11/15/2022
CHECKED BY:	TWS
SCALE OF SHEET HOR SCALE:	1" = 30'
SHEET	1
OF	1

Agenda Date: 12/15/2022 **Agenda Item Number:** 10

Subject:

Consider approval of the preliminary plat for Red Pine Phases 3-4, a 46-lot residential subdivision located at approximately 2890 South 3430 East.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Mike Terry, Development Solutions Group

Reference Number: Case No. 2022-PP-041

Address/Location:

Approximately 2890 South and 3430 East

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

The general plan land use designation for this property Low Density Residential (LDR) and the current zoning is R-1-8. The preliminary plat meets both the current general plan land use designation and zoning. At their meeting held on November 15, 2022, the Planning Commission recommended approval with a vote of 7-0.

Staff Narrative (need/purpose):

The purpose of this preliminary plat is to show how the property will be subdivided into single family lots and public roads.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommends approval with the following conditions:1. The future extension of Maplecrest Drive to the north will need to connect at the intersection of 3850 East and 2450 South. 2. A future neighborhood city park will need to be provided as development occurs to the north on the Atkin property.3. The developer will build and dedicate to the city a detention basin on lot 424.

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/15/2022**
CITY COUNCIL **12/01/2022**

PRELIMINARY PLAT
Red Pine Phases 3-4
Case No. 2022-PP-041

Request: To approve a preliminary plat for a forty-six (46) lot residential subdivision.

Location: The site is located at approximately 2890 South 3430 East

Property: 15.06 acres

Number of Lots: 46

Density: 3.05

Zoning: R-1-8

Adjacent zones: This plat is surrounded by the following zones:
North – A-20
South – R-1-8
East – A-1
West – R-1-8

General Plan: LDR

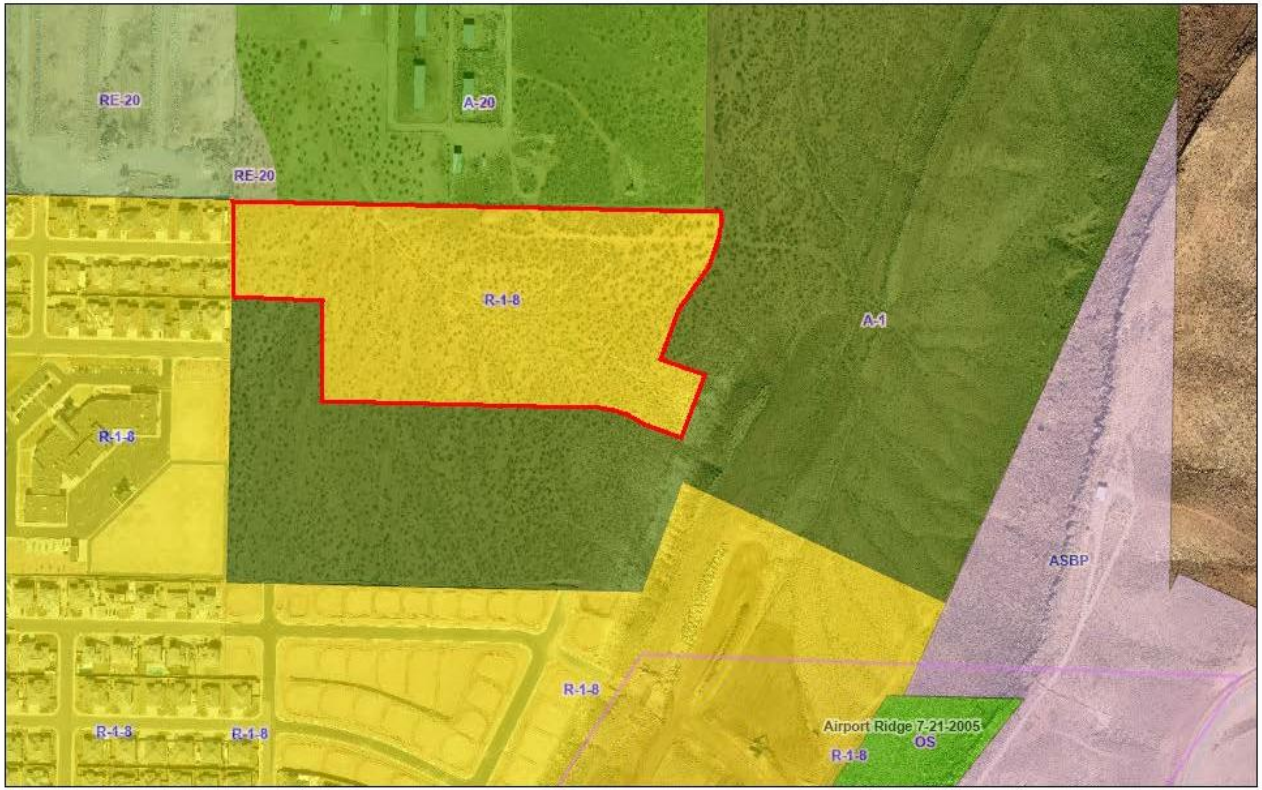
Applicant: DSG Engineering Inc

Representative: Mike Terry

Preliminary Plats



Preliminary Plat – Red Pine Phases 3-4



Preliminary Plat – Red Pine Phases 3-4

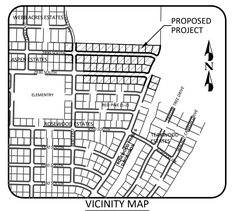
SITE DATA:

ZONING:	R-1-8
SITE AREA:	15.06 ACRES
TOTAL DWELLING UNITS:	46 UNITS
DENSITY:	3.05 DU/AC

BENCHMARK

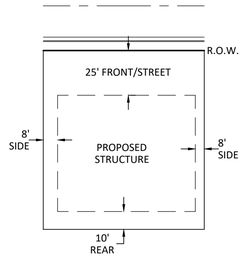
WEST ¼ CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN WASHINGTON COUNTY BRASS CAP.

2684.571(FEET) H.C.N. #50121

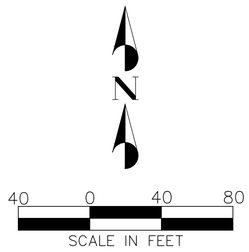


VICINITY MAP
SCALE: 1" = 1000'

Know what's below. 811
Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111



TYPICAL SETBACKS



LEGEND:

- SUBDIVISION BOUNDARY
- STREET CENTERLINE
- ROAD RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED CURB & GUTTER
- SETBACK LINE
- PHASE BOUNDARY

WEBB ACRES PH 3

SG-5-3-11-431
RUDGER C ATKIN INC

LOT 424 (DRAINAGE BASIN) TO BE DEDICATED TO THE CITY

FUTURE ALIGNMENT TO CONTINUE NORTH EAST TO FUTURE INTERSECTION OF 2450 SOUTH AND 3850 EAST.

PROPOSED FUTURE PARK LOCATION

ASPEN PH 10

ASPEN PH 9

GTON COUNTY SCHOOL
(ELEMENTARY)

PROPOSED
RED PINE (1-2)

SG-6711-A-2
RUDGER C ATK

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 200 NORTH STE. #2
St. George, UT 84770
Office (435) 628-2121

NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME : RED PINE (3-4)
SINGLE FAMILY RESIDENTIAL
LOCATED IN ST. GEORGE, UTAH

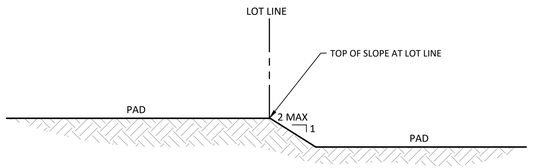
SHEET NAME : PRELIMINARY PLAT PLAN

DATE :	SEPT 2022
PM :	MT
DRAWN BY :	MT
DESIGNED BY :	RT
CHECKED BY :	RT
PROJECT NO. :	22-012
SCALE :	40

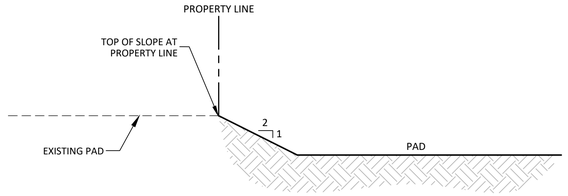
SHEET NUMBER :

PP-1

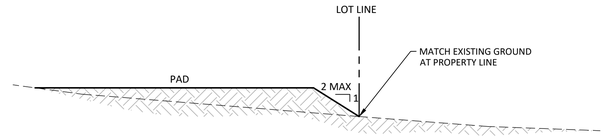
1 OF 3 TOTAL



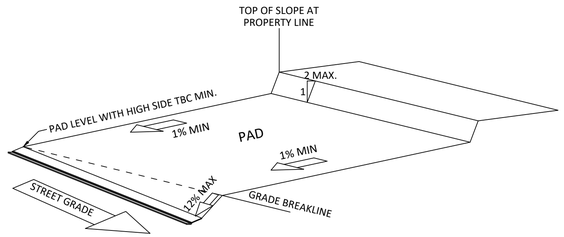
SECTION A
N.T.S.



SECTION B
N.T.S.

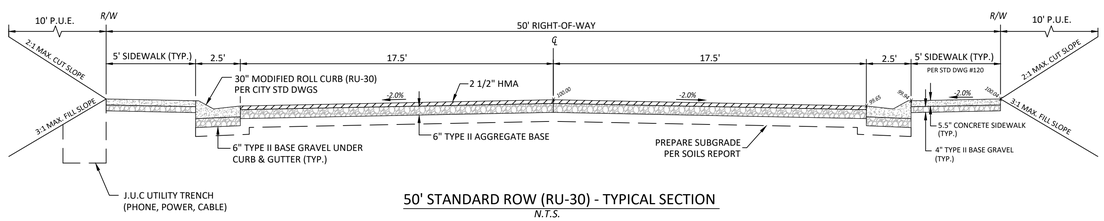


SECTION C
N.T.S.

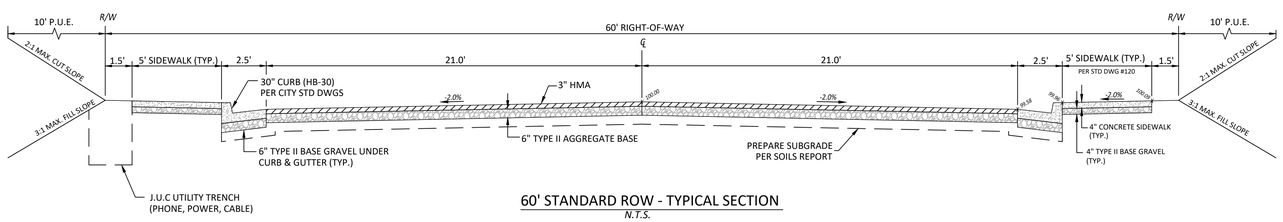


TYPICAL PAD GRADING DETAIL
N.T.S.

45' STANDARD ROW - TYPICAL SECTION
N.T.S.



50' STANDARD ROW (RU-30) - TYPICAL SECTION
N.T.S.



60' STANDARD ROW - TYPICAL SECTION
N.T.S.

NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME :

RED PINE (3-4)
SINGLE FAMILY RESIDENTIAL
LOCATED IN ST. GEORGE, UTAH

SHEET NAME :

PRELIMINARY PLAT PLAN

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 200 NORTH STE. #2
St. George, UT 84770
Office (435) 628-2121

DATE :	SEPT 2022
PM :	MT
DRAWN BY :	MT
DESIGNED BY :	RT
CHECKED BY :	MT
PROJECT NO. :	22-012
SCALE :	N.T.S

SHEET NUMBER :

PP-2

LID NOTES:

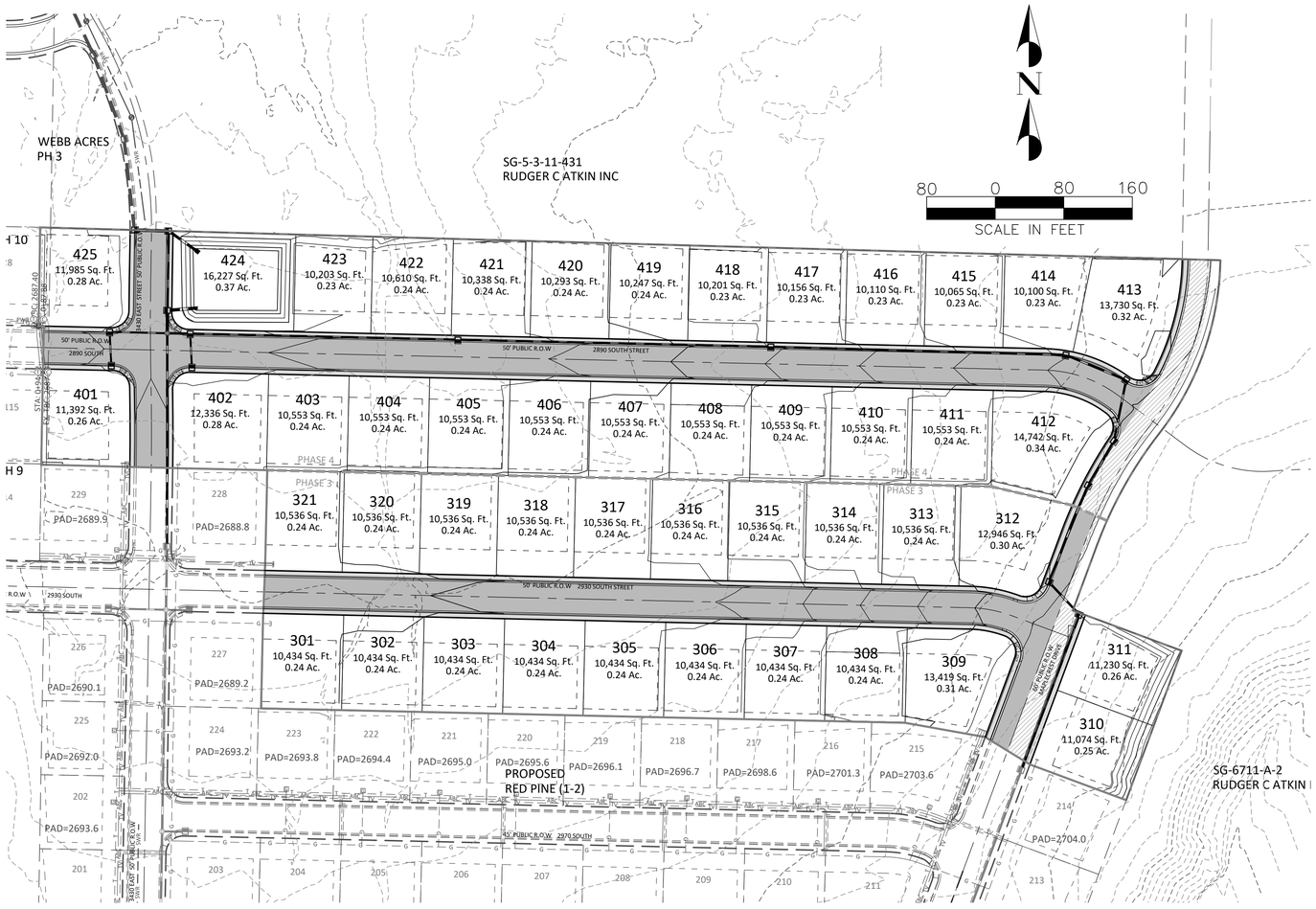
SITE AREA:	15.06 ACRES
TOTAL LOT AREA:	11.57 ACRES
LOT AREA PERCENTAGE OF SITE:	76.8%
SITE PERVIOUS AREA:	8.29 ACRES
SITE IMPERVIOUS AREA:	6.85 ACRES
SITE IMP %:	45.51%
SITE WQRV:	3,666 CU FT
TOTAL DWELLING UNITS:	46 UNITS

DUE TO SILTSTONE BEDROCK NEAR THE SURFACE, UTILITIZING THE TYPICAL BMPS LISTED IN THE DIXIE STORM WATER COALITION ARE TECHNICALLY INFEASIBLE. THE FOLLOWING MEASURES WILL NEVER THE LESS HELP ASSIST IN REDUCING STORM WATER RUNOFF.

1. DEVELOPER TO RETAIN RUN OFF WITH A SOIL SEDIMENT BERM AROUND EACH LOT UNTIL PROPERTY SALE. UPON WHICH TIME THE LONG-TERM STORM WATER MAINTENANCE AGREEMENT (LSTWMA) WILL TRANSFER THE LOW-IMPACT DEVELOPMENT BEST PRACTICES AND REQUIREMENTS TO THE FUTURE HOMEOWNER.

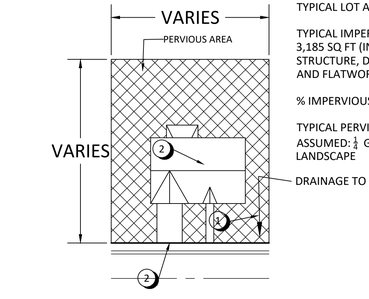
2. HOUSE DOWNSPOUT DISCHARGE RUNOFF IS RECOMMENDED TO CONVEYED AWAY FROM FOUNDATION OVER PERVIOUS LANDSCAPED AREA AND DIRECTED TOWARD THE STREET.

3. AN ON-SITE DETENTION BASIN TO BE INSTALLED ON THE NORTHWEST OF SITE SHOWN ON PLAN. CONVEYING THE STORM WATER TO THE BASIN WILL AID IN SLOWING THE FLOW AND ALLOWING HEAVIER POLLUTANTS TO SETTLE.



LID LEGEND:

1. DISSCONNECTED FLOW TO INFILTRATE INTO LANDSCAPING
2. IMPERVIOUS AREA (STRUCTURES/SIDEWALKS/STREETS)



TYPICAL LOT MAP
N.T.S.

NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME :
RED PINE (3-4)
SINGLE FAMILY RESIDENTIAL
LOCATED IN ST. GEORGE, UTAH

SHEET NAME :
PRELIMINARY PLAT - LID

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 200 NORTH STE. #2
St. George, UT 84770
Office (435) 628-2121

DATE :	SEPT 2022
PM :	MT
DRAWN BY :	MT
DESIGNED BY :	RT
CHECKED BY :	MT
PROJECT NO. :	22-012
SCALE :	80

SHEET NUMBER :
PP-3

Agenda Date: 12/15/2022 **Agenda Item Number:** 11

Subject:

Consider approval of the preliminary plat for Sage Haven Preliminary Plat C, a 112-lot residential subdivision located within the Desert Color development near the intersection of Painted Ridge Parkway and Desert Sage Parkway.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Bob Hermandson, Bush and Gudgell

Reference Number: Case No. 2022-PP-045

Address/Location:

Near intersection of Painted Ridge Parkway and Desert Sage Parkway in the Desert Color development

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

The current general plan land use designation on the property is RES (Residential) and the current zoning is PDR (planned development residential). The proposed preliminary plat meets both the current general plan land use designation and the current zoning on the property.

Staff Narrative (need/purpose):

The purpose of the preliminary plat is to show how the property will be subdivided into lots, common area, limited common area, and civic space.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission recommends approval

St.George
Community Development

ITEM

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/22/2022**
CITY COUNCIL **12/15/2022**

PRELIMINARY PLAT
Sage Haven Preliminary Plat C
Case No. 2022-PP-045

Request: To approve a preliminary plat for a one hundred twelve (112) lot residential subdivision.

Location: The site is located at approximately Painted Ridge Parkway and Desert Sage Parkway.

Property: 33.77 acres

Number of Lots: 112 (50-single family, 60-multi-family, 1-civic space, and 1-future development)

Density: 4.63 du/ac (residential area)

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – PD-R
South – OS
East – PD-R
West – PD-R

General Plan: RES

Applicant: Bush and Gudgell

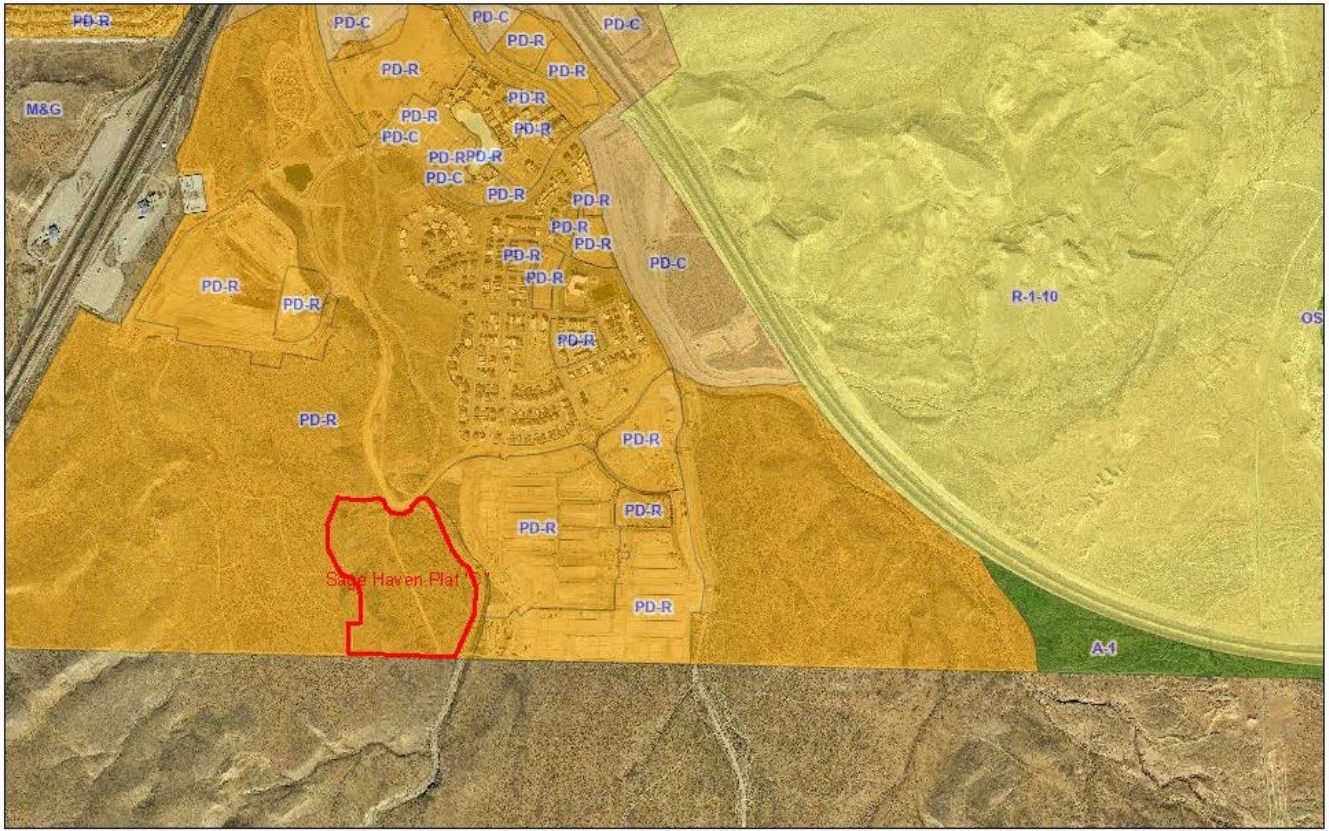
Representative: Bob Hermandson

Comments:

1. Desert Color will need to obtain an easement from SITLA for their trail network outside of the project boundary.

Preliminary Plats

November 22, 2022



Preliminary Plat – Sage Haven Preliminary Plat C



Preliminary Plat – Sage Haven Preliminary Plat C

B&G PROJECT NUMBER 221547

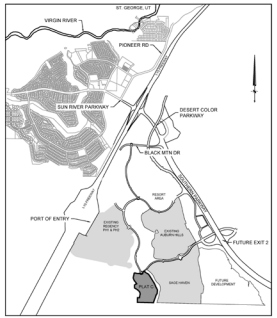
SAGE HAVEN - PRELIMINARY PLAT C

AT DESERT COLOR

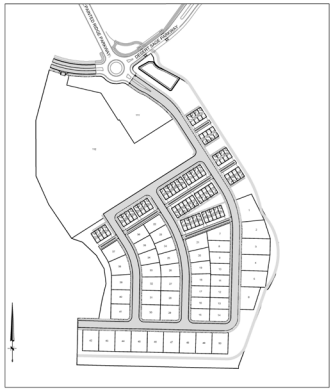
PRELIMINARY PLAT C

LOCATED IN ST. GEORGE, UTAH

NORTHERN 1/2 OF SECTION 35 & SOUTHERN 1/2 OF SECTION 26
TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN



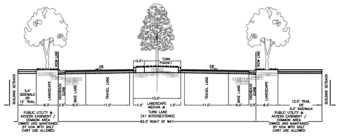
VICINITY MAP
N.T.S.



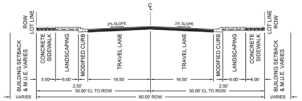
SAGE HAVEN – PRELIMINARY PLAT C LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 00°51'56" WEST 1,320.00 FEET; THENCE NORTH 89°42'26" EAST 110.15 FEET; THENCE NORTH 09°51'56" EAST 61.41 FEET; THENCE NORTH 13°34'46" EAST 80.81 FEET; THENCE NORTH 09°56'14" WEST 79.51 FEET; THENCE NORTH 30°07'41" WEST 81.55 FEET; THENCE NORTH 46°04'03" WEST 101.01 FEET; THENCE NORTH 73°37'44" WEST 60.47 FEET; THENCE NORTH 34°01'52" WEST 214.76 FEET; THENCE NORTH 24°08'07" WEST 164.01 FEET; THENCE NORTH 06°12'18" WEST 251.80 FEET; THENCE NORTH 14°53'14" EAST 270.66 FEET; THENCE NORTH 21°12'41" EAST 6.50 FEET; THENCE EASTERLY ALONG A 537.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 89°54'36" EAST A DISTANCE OF 225.13 FEET), CENTER POINT LIES NORTH 21°12'41" EAST THROUGH A CENTRAL ANGLE OF 24°14'34", A DISTANCE OF 227.42 FEET; THENCE NORTH 86°58'07" EAST 57.88 FEET; THENCE EASTERLY ALONG A 36.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 67°17'41" EAST A DISTANCE OF 31.26 FEET), CENTER POINT LIES SOUTH 01°51'59" EAST THROUGH A CENTRAL ANGLE OF 51°29'23", A DISTANCE OF 32.34 FEET; THENCE EASTERLY ALONG A 82.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 74°03'42" EAST A DISTANCE OF 88.13 FEET), CENTER POINT LIES NORTH 46°26'30" EAST THROUGH A CENTRAL ANGLE OF 65°00'27", A DISTANCE OF 93.04 FEET; THENCE EASTERLY ALONG A 36.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 80°49'46" EAST A DISTANCE OF 31.26 FEET), CENTER POINT LIES SOUTH 19°33'57" EAST THROUGH A CENTRAL ANGLE OF 51°29'23", A DISTANCE OF 32.34 FEET; THENCE NORTH 34°54'20" EAST 75.50 FEET; THENCE NORTHWESTERLY ALONG A 35.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 34°54'20" EAST A DISTANCE OF 0.00 FEET), CENTER POINT LIES NORTH 34°54'20" EAST THROUGH A CENTRAL ANGLE OF 44°05'08", A DISTANCE OF 27.26 FEET; THENCE NORTHEASTERLY ALONG A 45.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 34°08'33" EAST A DISTANCE OF 42.35 FEET), CENTER POINT LIES SOUTH 80°59'46" EAST THROUGH A CENTRAL ANGLE OF 55°58'33", A DISTANCE OF 43.73 FEET; THENCE NORTH 59°11'47" EAST 46.66 FEET; THENCE NORTHEASTERLY ALONG A 834.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 57°48'10" EAST A DISTANCE OF 40.68 FEET), CENTER POINT LIES NORTH 30°48'13" WEST THROUGH A CENTRAL ANGLE OF 02°47'14", A DISTANCE OF 40.69 FEET; THENCE SOUTH 33°39'27" EAST 27.22 FEET; THENCE SOUTH 09°56'59" EAST 20.89 FEET; THENCE SOUTH 30°29'07" EAST 17.80 FEET; THENCE SOUTH 49°39'24" EAST 9.32 FEET; THENCE SOUTH 53°05'51" EAST 14.45 FEET; THENCE SOUTH 66°24'40" EAST 49.54 FEET; THENCE SOUTH 56°52'05" EAST 109.67 FEET; THENCE SOUTH 44°49'59" EAST 65.05 FEET; THENCE SOUTH 32°56'09" EAST 119.83 FEET; THENCE SOUTH 31°57'04" EAST 147.52 FEET; THENCE SOUTH 31°19'23" EAST 301.71 FEET; THENCE SOUTH 21°41'01" EAST 160.43 FEET; THENCE SOUTH 30°07'04" EAST 89.09 FEET; THENCE SOUTH 25°19'31" EAST 81.76 FEET; THENCE SOUTH 18°37'57" EAST 38.87 FEET; THENCE SOUTH 05°07'10" WEST 166.23 FEET; THENCE SOUTH 25°44'03" WEST 55.83 FEET; THENCE SOUTH 28°46'29" WEST 26.80 FEET; THENCE SOUTH 57°19'09" WEST 18.36 FEET; THENCE SOUTH 19°58'44" WEST 97.59 FEET; THENCE SOUTH 37°23'56" WEST 333.00 FEET; THENCE SOUTH 01°16'36" WEST 11.43 FEET TO A POINT ON THE UTAH/ARIZONA STATE BORDER LINE; THENCE NORTH 89°43'26" WEST ALONG SAID LINE 849.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,470,965 SQUARE FEET OR 33.77 ACRES.



52' ROW ROAD SECTION



60' ROW ROAD SECTION

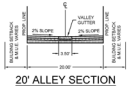
OWNER / DEVELOPER
DESERT COLOR ST. GEORGE, LLC
PROJECT CONTACT: DAVID COTTAM
(435) 256-7144
817 NORTH 980 WEST
OREM, UT 84057

BUSH AND GUDGELL, INC.
PROJECT MANAGER: BOB HERMANSON
(435) 673-2337
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770

AGEC APPLIED GEOTECH
GEOTECHNICAL ENGINEER: G. WAYNE ROGERS
(435) 673-8800
1420 SOUTH 270 EAST
ST. GEORGE, UT 84790

NOVEMBER 2022

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle #4
St. George, Utah 84770
Phone (435) 673-2337



20' ALLEY SECTION

AVOID CUTTING UNDERGROUND UTILITY LINES. IT'S COSTLY.
Call before you Dig
1-800-662-4111
BLUE STAKES UTAH ONLY (811)

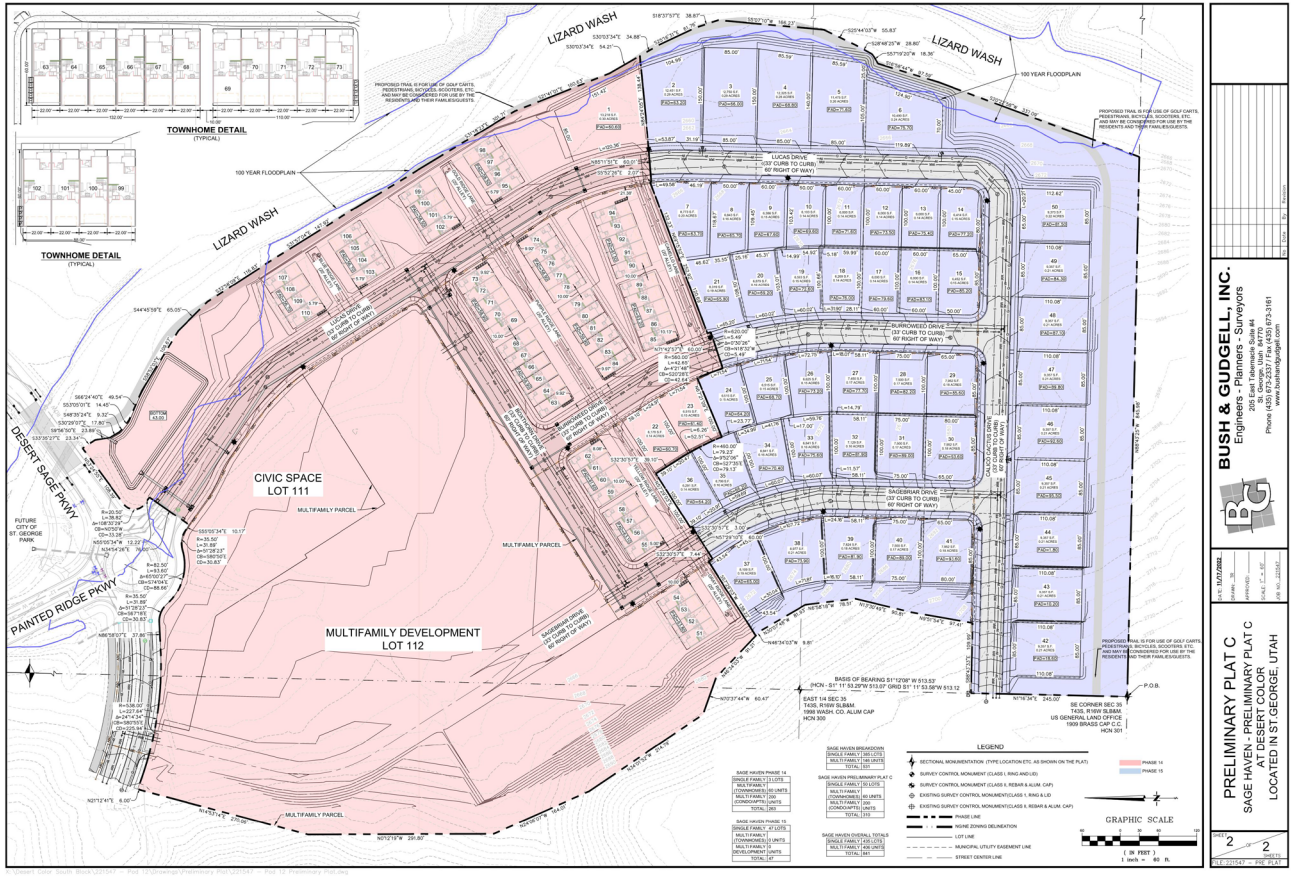
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

COVER SHEET
SAGE HAVEN - PRELIMINARY PLAT C
AT DESERT COLOR
LOCATED IN ST GEORGE, UTAH

SHEET 1 OF 2 SHEETS

K:\Desert Color South Block\221547 – Plat 12\Drawings\Preliminary Plat\221547 – Plat 12 Preliminary Plat Cover.dwg

Preliminary Plat – Sage Haven Preliminary Plat C



Preliminary Plat – Sage Haven Preliminary Plat C

Agenda Date: 12/15/2022 **Agenda Item Number:** 12

Subject:

Consider approval of an ordinance to amend the Master Fee Schedule for fees related to the pass-through rate from the Washington County Solid Waste District and the Washington County Water Conservancy District.

Item at-a-glance:

Staff Contact: Trevor Coombs

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

On November 14, 2022, the Washington County Solid Waste District Board approved rate increases affecting the residents of Washington County and will directly impact utility customers of the City of St. George. These increases are a pass through rate from the Solid Waste District and are related to the District's contract with Republic Service as well as a District loan to make improvements to the landfill and the District's Buildings. Included in the FY2023 budget, the City Council approved a $0.13 increase on the garbage service and a $0.07 increase on the recycling service; however, the master fee schedule approved in July did not reflect the increase. On December 7, 2022, the Washington County Water Conservancy District Board approve an Excess Water Use Surcharge affecting the residents and commercial water customers of Washington County. This increase is a pass through fee from the Water Conservancy District with the intent to financial encourage water conservation measures. Funds from these fees will be used by the District to promote water conservation. The fee is assessed based upon when a water connection was established, water meter size, and potable only customers and potable and non-potable customers. The fee for the 3/4" meter residential connected prior to January 1, 2023 will be $1.00 per 1,000 over 36,000 per month; 3/4" meter residential connection after January 1, 2023 will be assessed a $10.00 fee per 1,000 gallons over the monthly allocated threshold (8,000 gallons December thru February, 15,000 gallons March, April, October, and November, and 20,000 gallons May thru September), Staff recommends approval of the amendment to the Master Fee Schedule to reflect the rate approved in the budget to be effective on January 1, 2023.

Staff Narrative (need/purpose):

Each year the City reviews its services and fees associated to ensure sufficiency of fee coverage. The City has recognized some areas that need the fees increased to assist in covering related costs. Increased fees will become effective on January 1, 2023.

Name of Legal Dept approver: Tani Downing

Budget Impact:

Cost for the agenda item: N/A

Amount approved in current FY budget for item: $0.13 Garbage and $0.07 Recycle rate increase effective 01/01/2023

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

funding source:

N/A

Description of funding source:

Utility Fees

Recommendation (Include any conditions):

Staff recommends approval of the amendment to the Master Fee Schedule to reflect the rate approved in the budget to be effective on January 1, 2023.

UTILITY FEES

NET METERING FEES

Studies to evaluate proposed interconnection	Estimate will be provided	
Solar Reliability Charge	$.023280 per kwh general	Increase with size of PV system
First Review	$245	Assumes 1 year per application and one site visit for verification of system
Additional Reviews		Billed per Policy 10.87
Bi-Direction Meter Upgrade	$315	Single phase bi-directional meter
Bi-Direction Meter Upgrade	$415	3-phase bi-directional meter
Additional studies for Level 2 reviews		Billed per estimate given to customer before study is conducted

TEMPORARY HYDRANT METER FEES

Deposit	$2,000
Hydrant water meter processing fee	$35
First missed inspection	$50
Second missed inspection	$200
Subsequent missed inspections	$1,000
Reissue fee	$100
Rental and Usage Fees	$97.26 per month rental fee + $2.06 per 1,000 gallons

FLOOD CONTROL AUTHORITY FEE

Monthly per utility customer	$1.50	- Pass through charge from Washington County Flood Control Authority

DRAINAGE FEES

Residential	$4.50 per ERU
Commercial	$4.50 per ERU

WCWCD SURCHARGE FEE

Fees - 3/4" Meter	$1.75	- Pass through charge from Washington County Water Conservancy District
Fees - 1" Meter	$3.78	- Pass through charge from Washington County Water Conservancy District
Fees - 1 1/2" Meter	$12.55	- Pass through charge from Washington County Water Conservancy District
Fees - 2" Meter	$20.20	- Pass through charge from Washington County Water Conservancy District
Fees - 3" Meter	$45.48	- Pass through charge from Washington County Water Conservancy District
Fees - 4" Meter	$80.85	- Pass through charge from Washington County Water Conservancy District
Fees - 6" Meter	$181.91	- Pass through charge from Washington County Water Conservancy District

WCWCD EXCESS SURCHARGE FEE

Connected Customers Prior to December 31, 2022

Monthly Demand Threshold

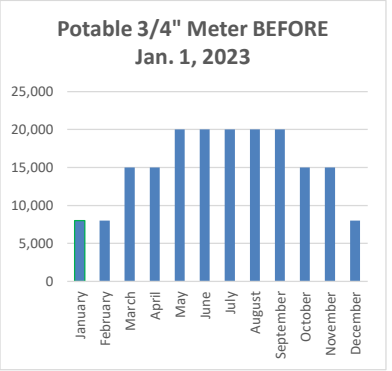
Meter Size	Potable	Non-Potable	Months	Fee per 1,000	
3/4" Meter	36,000	0	Each Month	$1.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
1" Meter	80,000	0	Each Month	$1.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
1 1/2" Meter	260,000	0	Each Month	$1.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
2" Meter	420,000	0	Each Month	$1.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3" Meter	850,000	0	Each Month	$1.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
4" Meter	1,400,000	0	Each Month	$1.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
6" Meter	2,600,000	0	Each Month	$1.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
8" Meter	4,200,000	0	Each Month	$1.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District

UTILITY FEES

Potable Only Residential Connection After January 1, 2023

Monthly Demand Threshold

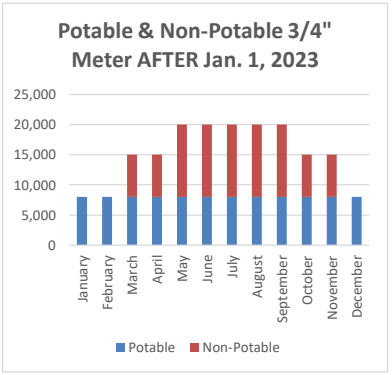
Meter Size	Potable	Non-Potable	Months	Fee per 1,000	
3/4" Meter	8,000	0	January	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	0	February	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	15,000	0	March	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	15,000	0	April	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	20,000	0	May	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	20,000	0	June	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	20,000	0	July	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	20,000	0	August	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	20,000	0	September	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	15,000	0	October	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	15,000	0	November	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	0	December	$10.00 per 1,000 gal.	- Pass through charge from Washington County Water Conservancy District



Potable and Non-Potable Residential Connection After January 1, 2023

Monthly Demand Threshold

Meter Size	Potable	Non-Potable	Months	Fee per 1,000	
3/4" Meter	8,000	0	January	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	0	February	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	7,000	March	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	7,000	April	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	12,000	May	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	12,000	June	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	12,000	July	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	12,000	August	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	12,000	September	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	7,000	October	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	7,000	November	$10.00	- Pass through charge from Washington County Water Conservancy District
3/4" Meter	8,000	0	December	$10.00	- Pass through charge from Washington County Water Conservancy District



SOLID WASTE FEES

Residential Service	$13.91 ~~$13.19~~ (Includes $12.83 ~~$12.24~~ charge from District + $1.08 ~~$0.95~~ City Admin Fee) - Pass through increase from WCSWD on Jan. 2023
Recycling Service	$6.20 ~~$5.98~~ (Includes $5.95 ~~$5.80~~ charge from District + $0.25 ~~$0.18~~ City Admin Fee) - Pass through increase from WCSWD on Jan. 2023

WASTEWATER (SEWER) FEES

Authorized User Charges:

Residential	Base rate of $20.15 (Local: $7.50 + Regional: $12.65) per month for collection and treatment
Commercial	Determined by average culinary water meter readings taken from the lowest three (3) winter months.
	Base rate of $14.69 for up to and including 5,000 gallons of water usage per month Usage rate: $4.81/1,000 gallons after 5,000 gallons for commercial Usage rate: $5.65/1,000 gallons after 5,000 gallons for commercial for pre-treatment permitted users (food service establishments) Usage rate: $1.61/1,000 gallons after 5,000 gallons for commercial for pre-treatment permitted users (laundry, car washes)

Special Fees and Charges:

Discharge Permit	$25

UTILITY FEES

Compliance Sampling	$200 per sampling period
Compliance Inspections	$100 per inspection
Initial New User Inspection	$200
Follow-up Inspections	$50 per inspection
Request for Permit Change	$100
Compliance Tests In-house	$50 per test
Compliance Tests	As charged by outside laboratory including transportation
Compliance Order Evaluation	$200
Late Reports	$10 per day
Missed Sample	$25 per sample
Failure to Attend	$250 per scheduled meeting
Non-entry for Inspection	$500 per attempt
Grease Trap Inspection	$50 per trap
Un-maintained Trap	$100 per day per trap
Non-Compliant No-Impact Discharge	$100 per pound per day
Non-Compliant Discharge with Impact	$1,000 per pound per day + cost of remediation
Non-Compliant pH No-Impact	$100 per day per half a pH unit over or under standard
Non-Compliant pH with Impact	$1,000 per day per half a pH unit over or under standard + cost of remediation
Discharge of Pollutants not on Discharge Permit	$1,000 per day per pound of pollutant + civil and/or criminal penalties

Regional Fees:
The monthly regional fee is $11.50 per residential equivalent.

Wastehauler Fees:
Wastehaulers shall be charged $48 per thousand gallons for disposal of regional waste during normal business hours. The charge shall be $72 per thousand gallons for disposal during normal business hours of waste collected from outside the region. For waste disposal after normal business hours and on weekends, the above charges apply + an additional fee of $50.

UTILITY CONNECTION FEES

	Energy	Water
Connect and/or Reconnect - meter is off	$25	$25
Same Day Meter Connect and/or Reconnect - meter is off	$50	$50
Weekend and Holiday Meter Connect and/or Reconnect - meter is off	$78	$78
Read and change when meter is on (includes rollovers)	$10	$10
Name Change	No charge	No charge

UTILITY RATES - ENERGY SERVICES

Energy Services

Residential	**Customer Charge**	**Tier 1 (0 - 800 kWh, per kWh)**	**Tier 2 (> 800 kWh, per kWh)**		
	$19.65	$.075053	$.091320		
Small Commercial	**Customer Charge**	**Tier 1 (0 - 1,500 kWh, per kWh)**	**Tier 2 (1,501 - 10,000 kWh, per kWh)**	**Tier 3 (> 10,000 kWh, per kWh)**	**Demand (> 10 kW, per kW)**
	$13.55	$.083995	$.091592	$.106037	$9.70

UTILITY FEES

Large Commercial	Customer Charge	Tier 1 (0 - 10,000 kWh, per kWh)	Tier 2 (> 10,000 kWh, per kWh)	Demand (> 5 kW, per kW)
	$70.68	$.061311	$.046224	$13.47

Agricultural	Customer Charge	Tier 1 (0 - 1,500 kWh, per kWh)	Tier 2 (1,501 - 10,000 kWh, per kWh)	Tier 3 (> 10,000 kWh, per kWh)
	$13.55	$.083995	$.091592	$.106037

Pole Attachment Licensing Agreement Fees & Charges

Annual Pole Attachment Fee	$20 per pole
Pole Attachment Permit Application Fee (1-20 poles)	$250
Inspection Fees Permit Application	Included with Pole Attachment Application
Riser Fee Application	$50 one-time fee at installation included on pole attachment
Overhead Wire Storage on Pole	$40 per bundle per year
Unauthorized Attached Penalty Fee	5x annual attachment fee
Penalty for failure to timely transfer, abandon, or remove facilities	1/5 annual attachment fee, per day, per pole for first 30 days; after the initial 30 days, the penalty shall be equal to the annual attachment fee per day, per pole

UTILITY RATES - WATER SERVICES

Meter Size	Monthly Base Rate	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		$1.20/ 1,000 gallons Number of gallons	$1.70/ 1,000 gallons Number of gallons	$2.00/ 1,000 gallons Number of gallons	$2.30/ 1,000 gallons Number of gallons	$2.85/ 1,000 gallons Number of gallons	$3.50/ 1,000 gallons Number of gallons	$4.25/ 1,000 gallons Number of gallons
3/4" Inside City	$20.75	Up to 7,500	7,501 - 15,000	15,001 - 22,500	22,501 - 30,000	30,001 - 37,500	37,501 - 45,000	45,001+
1" Inside City	$51.88	Up to 15,000	15,001 - 30,000	30,001 - 45,000	45,001 - 60,000	60,001 - 75,000	75,001 - 90,000	90,001+
1 1/2" Inside City	$83.34	Up to 30,000	30,001 - 60,000	60,001 - 90,000	90,001 -120,000	120,001 - 150,000	150,001 - 180,000	180,001+
2" Inside City	$148.15	Up to 50,000	50,001 - 100,000	100,001 - 150,000	150,001 - 200,000	200,001 - 250,000	250,001 - 300,000	300,001+
3" Inside City	$333.35	Up to 100,000	100,001 - 200,000	200,001 - 300,000	300,001- 400,000	400,001 - 500,000	500,001 - 600,000	600,001+
4" Inside City	$592.62	Up to 200,000	200,001 - 400,000	400,001 - 600,000	600,001 - 800,000	800,001 - 1,000,000	1,000,001 - 1,200,000	1,200,001+
6" Inside City	$1,333.39	UP to 300,000	300,001 - 600,000	600,001 - 900,000	900,001- 1,200,000	1,200,001 - 1,500,000	1,500,001 - 1,800,000	1,800,001+

Meter Size	Monthly Base Rate	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		$2.40/ 1,000 gallons Number of gallons	$3.40/ 1,000 gallons Number of gallons	$4.00/ 1,000 gallons Number of gallons	$4.60/ 1,000 gallons Number of gallons	$5.70/ 1,000 gallons Number of gallons	$7.00/ 1,000 gallons Number of gallons	$8.50/ 1,000 gallons Number of gallons
3/4" Outside City	$41.50	Up to 7,500	7,501 - 15,000	15,001 - 22,500	22,501 - 30,000	30,001 - 37,500	37,501 - 45,000	45,001+
1" Outside City	$103.76	Up to 15,000	15,001 - 30,000	30,001 - 45,000	45,001 - 60,000	60,001 - 75,000	75,001 - 90,000	90,001+
1 1/2" Outside City	$166.68	Up to 30,000	30,001 - 60,000	60,001 - 90,000	90,001 -120,000	120,001 - 150,000	150,001 - 180,000	180,001+
2" Outside City	$296.30	Up to 50,000	50,001 - 100,000	100,001 - 150,000	150,001 - 200,000	200,001 - 250,000	250,001 - 300,000	300,001+
3" Outside City	$666.70	Up to 100,000	100,001 - 200,000	200,001 - 300,000	300,001- 400,000	400,001 - 500,000	500,001 - 600,000	600,001+
4" Outside City	$1,185.24	Up to 200,000	200,001 - 400,000	400,001 - 600,000	600,001 - 800,000	800,001 - 1,000,000	1,000,001 - 1,200,000	1,200,001+
6" Outside City	$2,666.78	Up to 300,000	300,001 - 600,000	600,001 - 900,000	900,001- 1,200,000	1,200,001 - 1,500,000	1,500,001 - 1,800,000	1,800,001+

West City Springs — **Per Agreement**

Meter Size	Monthly Base Rate	Tier 0.5	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		$0.17/ 1,000 gallons Number of gallons	$1.20/ 1,000 gallons Number of gallons	$1.70/ 1,000 gallons Number of gallons	$2.00/ 1,000 gallons Number of gallons	$2.30/ 1,000 gallons Number of gallons	$2.85/ 1,000 gallons Number of gallons	$3.50/ 1,000 gallons Number of gallons	$4.25/ 1,000 gallons Number of gallons
2/10 share	$20.75	Up to 18,000	18,001 - 25,500	25,501 - 33,000	33,001 - 40,500	40,501 - 48,000	48,001 - 55,500	55,501 - 63,000	63,001+
1/4 share	$20.75	Up to 22,500	22,501 - 30,000	30,001 - 37,500	37,501 - 45,000	45,001 - 52,500	52,501 - 60,000	60,001 - 67,500	67,501+
3/10 share	$20.75	Up to 27,000	27,001 - 34,500	34,501 - 42,000	42,001 - 49,500	49,501 - 57,000	57,001 - 64,500	64,501 - 72,000	72,001+
1/3 share	$20.75	Up to 30,000	30,001 - 37,500	37,501 - 45,000	45,001 - 52,500	52,501 - 60,000	60,001 - 67,500	67,501 - 75,000	75,001+
3/8 share	$20.75	Up to 33,750	33,751 - 41,250	41,251 - 48,750	48,751 - 56,250	56,251 - 63,750	63,751 - 71,250	71,251 - 78,750	78,751+

UTILITY FEES

2/5 share	$20.75	Up to 36,000	36,001 - 43,500	43,501 - 51,000	51,001 - 58,500	58,501 - 66,000	66,001 - 73,500	73,501 - 81,000	81,001+
.433 share	$20.75	Up to 38,970	38,971 - 46,470	46,471 - 53,970	53,971 - 61,470	61,471 - 68,970	68,971 - 76,470	76,471 - 83,970	83,971+
1/2 share	$20.75	Up to 45,000	45,001 - 52,500	52,501 - 60,000	60,001 - 67,500	67,501 - 75,000	75,001 - 82,500	82,501 - 90,000	90,001+
.583 share	$20.75	Up to 52,470	52,471 - 59,970	59,971 - 67,470	67,471 - 74,970	74,971 - 82,470	82,471 - 89,970	89,971 - 97,470	97,471+
.625 share	$20.75	Up to 56,250	56,251 - 63,750	63,751 - 71,250	71,251 - 78,750	78,751 - 86,250	86,251 - 93,750	93,751 - 101,250	101,251+
2/3 share	$20.75	Up to 60,000	60,001 - 67,500	67,501 - 75,000	75,001 - 82,500	82,501 - 90,000	90,001 - 97,500	97,501 - 105,000	105,001+
3/4 share	$20.75	Up to 67,500	67,501 - 75,000	75,001 - 82,500	82,501 - 90,000	90,001 - 97,500	97,501 - 105,000	105,001 - 112,500	112,501+
.833 share	$20.75	Up to 74,970	74,971 - 82,470	82,471 - 89,970	89,971 - 97,470	97,471 - 104,970	104,971 - 112,470	112,471 - 119,970	119,971+
1 share	$20.75	Up to 90,000	900,00 - 97,500	97,501 - 105,000	105,001 - 112,500	112,501 - 120,000	120,001 - 127,500	127,501 - 135,000	135,001+
1.05 share	$20.75	Up to 94,500	94,501 - 102,000	102,001 - 109,500	109,501 - 117,000	117,001 - 124,500	124,501 - 132,000	132,001 - 139,500	139,501+
1.34 share	$20.75	Up to 120,600	120,601 - 128,100	128,101 - 135,600	135,601 - 143,100	143,101 - 150,600	150,601 - 158,100	158,101 - 165,600	165,601+
1.5 share	$20.75	Up to 135,000	135,001 - 142,500	142,501 - 150,000	150,001 - 157,500	157,501 - 165,000	165,001 - 172,500	172,501 - 180,000	180,001+
1.6 share	$20.75	Up to 144,000	144,001 - 151,500	151,501 - 159,000	159,001 - 166,500	166,501 - 174,000	174,001 - 181,500	181,501 - 189,000	189,001+
1.67 share	$20.75	Up to 155,300	155,301 - 162,800	162,801 - 170,300	170,301 - 177,800	177,801 - 185,300	185,301 - 192,800	192,801 - 200,300	200,301+
1.75 share	$20.75	Up to 157,500	157,501 - 165,000	165,001 - 172,500	172,501 - 180,000	180,001 - 187,500	187,501 - 195,000	195,001 - 202,500	202,501+
1.83 share	$20.75	Up to 164,970	164,971 - 172,470	172,471 - 179,970	179,971 - 187,470	187,471 - 194,970	194,971 - 202,470	202,471 - 209,970	209,971+
2 share	$20.75	Up to 180,000	180,001 - 187,500	187,501 - 195,000	195,001 - 202,500	202,501 - 210,000	210,001 - 217,500	217,501 - 225,000	225,001+
2.5 share	$20.75	Up to 225,000	225,001 - 232,500	232,501 - 240,000	240,001 - 247,500	247,501 - 255,000	255,001 - 262,500	262,501 - 270,000	270,001+

Non-qualified PUD

Meter Size	Monthly Base Rate	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		$1.20/ 1,000 gallons Number of gallons	$1.70/ 1,000 gallons Number of gallons	$2.00/ 1,000 gallons Number of gallons	$2.30/ 1,000 gallons Number of gallons	$2.85/ 1,000 gallons Number of gallons	$3.50/ 1,000 gallons Number of gallons	$4.25/ 1,000 gallons Number of gallons
1"	$51.88	Up to 15,000	15,001 - 30,000	30,001 - 45,000	45,001 - 60,000	60,001 - 75,000	75,001 - 90,000	90,000+
1 1/2"	$83.34	Up to 30,000	30,001 - 60,000	60,001 - 90,000	90,001 - 120,000	120,001 - 150,000	150,001 - 180,000	180,001+
2"	$148.15	Up to 50,000	50,001 - 100,000	100,001 - 150,000	150,001 - 200,000	200,001 - 250,000	250,001 - 300,000	300,001+

Qualified PUD

		Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		$1.20/ 1,000 gallons Number of gallons	$1.70/ 1,000 gallons Number of gallons	$2.00/ 1,000 gallons Number of gallons	$2.30/ 1,000 gallons Number of gallons	$2.85/ 1,000 gallons Number of gallons	$3.50/ 1,000 gallons Number of gallons	$4.25/ 1,000 gallons Number of gallons
	$20.75	Up to 7,500	7,501 - 15,000	15,001 - 22,500	22,501 - 30,000	30,001 - 37,500	37,501 - 45,000	45,001+

Exempt

Meter Size	Monthly Base Rate	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		$1.20/ 1,000 gallons Number of gallons	$1.70/ 1,000 gallons Number of gallons	$2.00/ 1,000 gallons Number of gallons	$2.30/ 1,000 gallons Number of gallons	$2.85/ 1,000 gallons Number of gallons	$3.50/ 1,000 gallons Number of gallons	$4.25/ 1,000 gallons Number of gallons
1 1/2"	$83.34	Up to 30,000	30,001 - 60,000	60,001 - 90,000	90,001 - 120,000	120,001 - 150,000	150,001 - 180,000	180,001+
2"	$148.15	Up to 50,000	50,001 - 100,000	100,001 - 150,000	150,001 - 200,000	200,001 - 250,000	250,001 - 300,000	300,001+
3"	$333.35	Up to 100,000	100,001 - 200,000	200,001 - 300,000	300,001 - 400,000	400,001 - 500,000	500,001 - 600,000	600,001+

Secondary Irrigation

Meter Size	Monthly Base Rate	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		$0.72/ 1,000 gallons Number of gallons	$1.02/ 1,000 gallons Number of gallons	$1.20/ 1,000 gallons Number of gallons	$1.38/ 1,000 gallons Number of gallons	$1.71/ 1,000 gallons Number of gallons	$2.10/ 1,000 gallons Number of gallons	$2.55/ 1,000 gallons Number of gallons
3/4" No base	$0.00	Up to 7,500	7,501 - 15,000	15,001 - 22,500	22,501 - 30,000	30,001 - 37,500	37,501 - 45,000	45,001+
3/4"	$12.45	Up to 7,500	7,501 - 15,000	15,001 - 22,500	22,501 - 30,000	30,001 - 37,500	37,501 - 45,000	45,001+
1"	$31.03	Up to 15,000	15,001 - 30,000	30,001 - 45,000	45,001 - 60,000	60,001 - 75,000	75,001 - 90,000	90,001+
1 1/2"	$50.00	Up to 30,000	30,001 - 60,000	60,001 - 90,000	90,001 -120,000	120,001 - 150,000	150,001 - 180,000	180,001+
2"	$88.89	Up to 50,000	50,001 - 100,000	100,001 - 150,000	150,001 - 200,000	200,001 - 250,000	250,001 - 300,000	300,001+
3"	$200.00	Up to 100,000	100,001 - 200,000	200,001 - 300,000	300,001- 400,000	400,001 - 500,000	500,001 - 600,000	600,001+
4"	$355.57	Up to 200,000	200,001 - 400,000	400,001 - 600,000	600,001 - 800,000	800,001 - 1,000,000	1,000,001 - 1,200,000	1,200,001+

UTILITY FEES

6"	$800.03	Up to 300,000	300,001 - 600,000	600,001 - 900,000	900,001- 1,200,000	1,200,001 - 1,500,000	1,500,001 - 1,800,000	1,800,001+

Special Fees and Charges:

Water Meter Test	Based on time to test meter
Water Lab Tests	$50/each
Swimming Pool Test Fee for Presence/Absence	$15/each
Water Lab Tests	$50/each

UTILITY RATES - Special Fees and Charges (Billing Policy 10.87):

Temporary power meter connection fee	$100
Wrongly marked base	$35
After Hour Permanent Power Connection (new service with new meter (2 men/1 hr)	$105
Late payment charge (current water and electric only)	5%
Electric Meter Test	$50
Returned payment charge (Re: Title 1 Chapter 10 Article C) (Bank Fees on Return Checks and Other Returned Item Fees)	$20
Military Discount Credit per month up to	($75)
Deposit: Residential (Renters only)	$125
Deposit: Commercial/Business (Renters only) (Higher of average usage of a 6-week period or $150.00)	$150+
Power Factor Adjustment: If the Commercial power factor is found to be less than 95%, customer will be penalized 1% for every percent below 95%. Currently, power factor is only read on customers with equal to or greater than 750 kW demand.	
Streetlights: (see Street Light Policy)	
Yard Lights: +$15/month plus tax for maintenance (No new yard lights will be installed, maintenance will continue only on existing yard lights)	$15/month
Pad Mounted Switch gear (per fuse bay and fuse doors)	$5,600
Riser Pole Fee	$1,800
1 φ secondary	$600
Services for above 400 amp CT Meters	$500
Power Inspection Fees - Residential Subdivision	$50/lot
Power Inspection Fees - Townhomes/Planned Development	$50/building or unit
Trench Inspection - projects with 1 - 3 trenches	$50
Trench Inspection - projects with more than 3 trenches	To be determined by Staff
Commercial (one service drop) (If one contractor installs off-site power improvements and another contractor installs on-site power improvements, each contractor will be billed an inspection fee of $250.00.)	$250

Water and Wastewater Inspection Fees:

Residential Subdivision	$50/lot
Townhomes/Planned Developments	$50/building or unit
Commercial (per meter location)	$500
MEGA Projects (Malls/Shopping Centers)	To be determined by Staff

EQUIPMENT:

2-3 yd. loader	$85.00/hr
10-wheel dump truck	$85.00/hr
Backhoe (rubber tires)	$85.00/hr

UTILITY FEES

Trencher (ditch witch)	$85.00/hr
Thumper	$85.00/hr
Generator (Gas 15 kW 120V 26 Amp)	$25.00/hr
Pumps 3" pump	$25.00/hr
Equipment trailers	$25.00/hr
Forklift	$85.00/hr
Air Compressor	$85.00/hr
Tensioner	$85.00/hr
Puller	$85.00/hr
Tapping Machine Rental (for 3” and greater)	$250

Tapping’s made by City crews for the following services will be billed at the rate shown.

***3/4 Inch	$75.00
*** 1 Inch	$75.00
*** 1 ½ Inch	$150.00
***2 Inch	$150.00

TRUCKS:

Bucket Trucks	$100.00/hr
Digger Trucks	$100.00/hr

REGULAR FIELD PERSONNEL:	TIME/HR.	OVERTIME/HR.
Connect/Disconnect Man	$35	$52.50
Lineman	$52	$78
Crew Foreman	$59	$88.50
Water Maintenance Worker	$52	$78
Water Superintendent	$65	$97.50
Power Superintendent	$65	$97.50
Water Inspector	$52	$78
Power Inspector	$52	$78

ENGINEERING PERSONNEL:	TIME/HR.	OVERTIME/HR.
Principal Engineer	$70	
Project Engineer	$65	
Engineering Technician	$40	
Draftsman	$40	
Clerical	$35	
Surveying (2-man crew with instruments)	$65	

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND ADOPTING FEES FOR VARIOUS SERVICES

WHEREAS, the City of St. George has adopted a Master Fee Schedule for various services and recreational activities; and

WHEREAS, the City of St. George collects fees as a pass through rate from the Washington County Solid Waste District for residential garbage removal and recycling services; and

WHEREAS, the Washington County Solid Waste District has recently increased these fees and therefore, the City of St. George has determined the need to amend fees to reflect the increase; and

WHEREAS, the City of St. George adopted a budget for fiscal year 2022-2023 incorporating the fee changes to the Master Fee Schedule which will become effective immediately.

NOW, THEREFORE, BE IT ORDAINED, that the St. George City Council hereby amends and adopts the following fees per the attached chart marked as Exhibit "A" for the performance of the services and recreational activities enumerated herein which shall become effective on January 1, 2023. All other fees heretofore adopted shall continue as adopted.

PASSED AND ADOPTED by the City Council of the City of St. George this 15th day of December, 2022.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Tani Downing, City Attorney

VOTING OF CITY COUNCIL:

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

Agenda Date: 12/15/2022 **Agenda Item Number:** 13

Subject:

Consider approval of an ordinance amending Sections 1-10B-8, 3-10-2, 3-10-4, and 3-10-5 regarding insurance requirements for special events and contracts, amending definitions, providing an exemption from the special events application deadline for reoccurring events with no substantial changes, and requiring a waiver of subrogation on certain insurance certificates.

Item at-a-glance:

Staff Contact: Tani Downing

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

The City Council authorized changes to the insurance and bond requirements for special events and contracts in two separate work meetings held on Jul 28, 2022 and October 27, 2022, in many cases lowering the previous requirement of $1M/$3M insurance. In the first meeting, the City Council also told staff that an exemption should be made to the 45-day application requirement for special events for reoccurring events with no substantial changes and indicated it wanted to annually review the reoccurring events in order to raise any concerns. Staff is also recommending that the requirement currently in policy be memorialized in City ordinance that a waiver of subrogation be provided on certain certificates of insurance for special events and contracts. On August 3, 2022, Marc Mortensen sent an email to City Council with proposed criteria to constitute a substantial change and followed up with an email on August 15, 2022. No feedback was received on the suggested criteria and so they have been included in the definition proposed in the ordinance amendment.

Staff Narrative (need/purpose):

Putting these changes in ordinance will give clarity to both staff and the public.

Name of Legal Dept approver: Tani Downing

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of the ordinance.

ST. GEORGE CITY, UTAH
ORDINANCE NO. ____

AN ORDINANCE AMENDING §1-10B-8, §3-10-2, §3-10-4 AND §3-10-5 OF THE ST. GEORGE CITY CODE REGARDING INSURANCE REQUIREMENTS FOR SPECIAL EVENTS AND CONTRACTS WITH THE CITY, AMENDING DEFINITIONS, PROVIDING AN EXEMPTION FROM THE APPLICATION DEADLINE FOR REOCCURRING EVENTS WITH NO SUBSTANTIAL CHANGES, AND REQUIRING A WAIVER OF SUBROGATION ON INSURANCE CERTIFICATES.

PREAMBLE

WHEREAS Utah Code §1-10b-8 provides that St. George City can require entities contracting with the City to provide insurance certificates and/or bonds, whether permit, bid, performance or materialmen's, in a form approved by the city attorney; and

WHEREAS the City believes it prudent to memorialize in ordinance the City's policy requirement that a waiver of subrogation be included on certificates of insurance for contracts and special event applications; and

WHEREAS the City desires to post on the City's website the insurance and bond levels required for certain contracts and special events; and

WHEREAS the City desires to allow annually-approved reoccurring special events with no substantial changes to be exempt from the 45-day application requirement.

NOW, THEREFORE, the City Council of the City of St. George, State of Utah, hereby modifies **§1-10B-8, §3-10-2, §3-10-4, and §3-10-5** as follows and as indicated in the updated ordinance sections included as Exhibit A and incorporated by reference:

Section 1 Insurance levels required by the City for certain special events and contracts will be available on the City's website;

Section 2 Performance bond levels required by the City for certain contracts will be available on the City's website;

Section 3 The list of reoccurring events shall be provided by staff annually to the City Council by July 1 so that the City Council can raise any issues related to the event proceeding the following year; and

Section 4 Reoccurring special events with no substantial changes shall be exempted from meeting the 45-day application requirement;

Section 5 "Reoccurring event" is defined as an event that has occurred annually without missing a year.

Section 6 "Substantial changes" at a special event are defined as changes adding:

a. additional security;
b. amplified sound;
c. sale of alcohol;
d. 300+ additional participants; or
e. additional road closures or other encroachments.

Section 7 A waiver of subrogation requirement is added to the requirements to be provided on a certificate of insurance for a special event.

Adopted by the City Council, this _____ day of December 2022.

ATTEST:

_____
Christina Fernandez
St. George City Recorder

ST. GEORGE CITY

_____
Mayor Michele Randall

APPROVED AS TO FORM
City Attorney's Office

_____
Tani Pack Downing
City Attorney

VOTING OF CITY COUNCIL:

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

EXHIBIT A

1-10B-8:

INSURANCE AND BONDS:

A. *General Requirements:* When directed by the city council, city manager or purchasing manager, or when required by state statute or city ordinance, insurance certificates and/or bonds, whether permit, bid, performance or materialmen's, shall be provided by a party contracting with the city to the purchasing manager in a form approved by the city attorney. ~~and in amounts recommended by the department head affected and the city attorney, and approved by the city manager.~~ Such bonds or insurance shall: (1) name the city as an additional insured; (2) be cancelable; provided, that no cancellation thereof may be made without first giving the city at least ten (10) days' prior written notice; and (3) be in sums listed on the City's website that are sufficient to ~~fully~~ adequately protect the city and its interests. All corporate guarantors or sureties shall be licensed to do business in the state and shall be sound and reputable firms, as determined acceptable to the city attorney.

B. *Bid Security:*

1. Bid security in an amount equal to at least five percent (5%) of the amount of the bid shall be required for all competitive sealed bidding for construction contracts where the total value of the contract is in excess of ten thousand dollars ($10,000.00). Bid security shall be a bond provided by a surety company authorized to do business in this state, the equivalent in cash, or any other form satisfactory to the city.

2. When a bidder fails to comply with the requirement for bid security set forth in the invitation for bids, the bids shall be rejected unless it is determined that the failure to comply with the security requirements is nonsubstantial.

3. After the bids are opened, they shall be irrevocable for the period specified in the invitation for bids, except as provided below. If a bidder is permitted to withdraw a bid before award, no action shall be taken against the bidder or bid security.

4. If after being accepted the bid fails, the bid security bond shall be forfeited unless there has been a mistake in the bid of such consequence as to make it apparent that: a) a meeting of the minds never occurred and that enforcement of the contract would be unconscionable; b) where the mistake related to a material feature of the contract; c) where the mistake does not constitute culpable negligence or violation of a positive legal

duty; d) where the city has been placed in status quo so that it suffers no serious prejudice; or e) in such other circumstances as determined by the city council.

C. *Performance Bonds:*

1. The contractor on a project to construct public improvements shall be required to post a performance bond and a labor and materialmen's bond; provided, however, that if the estimated construction cost is under two thousand dollars ($2,000.00), or if, in the opinion of the city council, the cost of requiring the bond will exceed the risk or benefit to the city, the city may waive the performance bond requirement, provided other arrangements are made to assure that laborers and materialmen on the project will be paid in full.

2. The purchasing manager shall have the authority to require a performance bond before a contract is entered into to purchase or acquire supplies or services, in such amount as may be reasonably necessary to protect the best interest of the city.

3-10-2:

DEFINITIONS:

For the purposes of this chapter, the following words and phrases shall be defined as set forth in this section:

APPLICANT: The individual event organizer and the organization responsible for the event and the payment of fees.

ATHLETIC EVENT: An organized competitive or recreational event in which a group of people collectively engage in a sport or form of physical exercise, including, but not limited to, running, jogging, walking, bicycling or skating, held on any public or private property.

CITY EVENT: A special event that is organized and operated by the city, whether directly or by contract with a third party operator.

FILMING EVENT: Filming of a media broadcast (other than for news purposes), filming of a motion picture, television broadcast and digital media production.

OUTDOOR SALES EVENT: An organized event in which a group of people or an organization engages in the sale of product including, but not limited to, displays and exhibitions, farmers' markets, craft fairs, outdoor sales, tent sales and other similar activities.

SPECIAL EVENT: A temporary event of any of the following or a combination of the following acts:

A. Any athletic event, entertainment event, parade, carnival, circus, dance, musical event, rodeo event, fighting event, racing event, live shows, fairs, concerts, block parties, filming event, or outdoor sales event, whether held for profit, nonprofit or charitable purposes held on private or public property within the city.

B. Any organized assemblage at any public park, public square or other city property which gathers for a common purpose or event under the direction and control of a person or entity and which uses more services, amusement devices such as stages, inflatable devices or temporary structures, or equipment, whether provided by the city or a third party, than normally provided to groups which reserve park facilities or other city-owned facilities.

C. Events held at the following are not special events under this chapter:

1. A building that has a business located in it that has a current annual business license as an event business;

2. A building with an assembly group classification under the International Building Code, as adopted by the city, so long as the event does not exceed the posted occupant load as approved by the city and has a current annual business license, if required; and

3. A government owned facility.

D. For purposes of this chapter, city events are not special events, however events sponsored by the city are special events.

REOCCURRING EVENT: An event that has occurred annually without missing a year.

SUBSTANTIAL CHANGES: changes adding:

1. additional security;

2. amplified sound;

3. sale of alcohol;

4. 300+ additional participants; or

5. additional road closures or other encroachments.

TEMPORARY EVENT: Any event which occurs on a temporary basis of less than one (1) year at a location where the applicant does not have an annual business license for the specific activities being held.

3-10-4:

APPLICATION REQUIREMENTS AND PROCEDURES:

A. *Submission:* Except as provided in Subsection B, a completed application on city forms shall be submitted to the city at least forty-five (45) calendar days before the event is scheduled to take place, in order to allow sufficient time to process the application and to allow timely appeal to the city council in the event the application is denied. Applications for new events or reoccurring events with substantial changes that submit the application less than forty-five (45) calendar days prior to the scheduled event shall not be accepted. Applications are not considered complete until all required information has been submitted to the city.

B. *Exemption for Reoccurring Events With No Substantial Changes:* A list of reoccurring events will be provided by staff for City Council review and authorization annually by July 1. After City Council authorization, any application for reoccurring events with no substantial changes may be accepted by the City within forty-five (45) calendar days prior to the event so long as the City has sufficient time to process the application.

~~B~~ C. *Advertising:* No advertising of a special event shall be permitted until city approval of the special event is granted and a special event permit is issued.

~~C~~ D. *Inspections:* Authorized law enforcement officers, fire control officers, and other government personnel shall be permitted free access to the event to make inspections to ensure compliance with all city, state, and federal laws. All government personnel shall comply with the Fourth Amendment of the United States Constitution at all times during an inspection.

3-10-5:

INSURANCE REQUIREMENT:

A. *Insurance:* The applicant, vendors, exhibitors, and concessionaires of a special event held on city property shall procure and maintain commercial general liability insurance posted on the City's website in the amount required by the city to protect the city against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the event. Such insurance shall provide the following and shall be submitted to the city on an insurance certificate which shall include the following:

1. The name and address of the insured.

2. City shall be named as an additional primary insured and noncontributory on the general liability certificate.

3. The location of the operations to which the insurance applies.

4. The number of the policy and the type or types of insurance in force thereunder on the date of the certificate.

5. The expiration date of the policy and the limit or limits of liability thereunder on the date of the certificate.

6. A statement that all coverage is on an occurrence basis rather than a claims basis.

7. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least thirty (30) days after written notice has been received by city.

8. Name, address, and telephone number of the insurance company's agent.

9. A waiver of subrogation.

B. *Workers' Compensation Insurance:* Applicant shall procure and maintain workers' compensation insurance as required by Utah law.

C. *Certificate Of Insurance:* No special event permit shall be issued until the applicant and all vendors, exhibitors, or concessionaires participating in the event submit to the city a certificate of insurance as required in this chapter.

SPECIAL EVENTS *SPECTATORS LIABILITY* INSURANCE REQUIREMENTS
(City Council authorized 7.28.22)

Certificate of Insurance is required from vendor, naming the City of St. George as an Additional Insured.
The COI should state coverage, except for those events listed below, as:
$1M per Occurrence/$3M Aggregate Liability
For Alcohol at events (make sure that alcohol can be allowed at that City venue first)
$1M per Occurrence in Host Liquor Liability (Separate Policy)
i.e. 5 day event $1M Occurrence/$5M Aggregate Host Liquor liability
Any requests for exceptions go to City Council

CLASS I EVENTS – General Liability: $1M per Occurrence, $2M General Aggregate

- Ceremonies – Graduation, Funeral, Wedding (no alcohol)
- Dance – Ballets, Classic Dance Shows, Dance Recitals and Competitions, Modern Dance, Hula (without Fire)
- Exhibitions – Drill Team, Educational, Job Fairs
- Festivals/Cultural/Amusement – Art Festival, Bazaar, Harvest Festival (no farm implements or equipment)
- Fundraisers – Carwash, Charity Benefits Fundraiser, Fundraising Dinner, Telethons
- Lectures – Lectures, Seminars, Speaking engagements
- Meetings – Amateur Association, Book or Record Signings, Business, Church, Civic, Conferences, Non-profit gathering (under 150 people, without food/activities)
- Parties – Anniversary, Baby or Bridal Shower, Banquets, Baptism, Bar/Bat Mitzvah, Birthday, Business, Debutante Balls, Holiday Events & Parties/Gift Exchanges, Karaoke, Movie Release, Neighborhood, Old Timer Events, Reunions, Seances, Socials, Wedding Receptions
- Political – Chamber of Commerce Events, Voter Registration
- Sales – Auctions, Individual booths or sellers of small items at Rummage, Sidewalk, Swap Meets, Trunk Shows/Trunk Sales, Farmers Market, Miscellaneous Markets
- Shows – Antique, Art, Auto, Award Presentations, Beauty Pageants, Business, Camera, Card, Casino, Comedy, Computer, Consumer, Debuts, Fashion, Flower, Garden, Home, Hypnotist, Magic, Mobile Home Show, Motorcycle, Pageants, RV Shows, Store Openings, Vacation
- Sporting Events – Body Building, Fishing, Scouting Jamborees (no overnight camping)
- Theatre – Film Screenings, Play Readings, Poetry Readings, Plays, Theatrical Stage Performances

Class II Events that may require General Liability: $1M per Occurrence, $4M or $5M General Aggregate depending upon risk factors

- Festivals/Cultural/Amusement – Bike Rallies (outdoor only), Carnivals (with/without mechanical amusement devices), Circus, Haunted Houses, Hayrides, Parades, Poker Runs (outdoor only), Street Fairs, Mechanical Bull, Other Mechanical Amusement Devices, Bounce Houses, Ax Throwing, Roller Derby, Hula (with Fire), Climbing Wall
- Film Production
- Fireworks, Pyrotechnics
- Shows – Dog Shows, Ice Skating Shows, Livestock Shows, Lounge or Night Club-type Shows, Gun or Knife Shows
- Sporting Events (Contact) – Adult Martial Arts, Boxing, Flag Football, Football, Hockey, In-Line Hockey, Soccer Tournaments, Wrestling (professional or amateur), Paint Ball
- Sporting Events (Non-Contact) – Aircraft Events, Archery, Hot Air Balloon Events, Helicopter Landing/Ride, Bicycling Events with Racing, Cross Country Skiing, Golf Events (professional), Motorized Sporting Events, Professional Sporting Activities, Racquetball, Rodeos and Roping Events, Skateboard, Tractor Pulls
- Theatre Events – Acrobatic Theatre

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Tani Downing <tani.downing@sgcity.org>

Special Event/Film Event Permit Considerations

Marc Mortensen <marc.mortensen@sgcity.org> Fri, Aug 19, 2022 at 9:20 AM
To: Dannielle Larkin <dannielle.larkin@sgcity.org>, Tawny Hughes <jimmie.hughes@sgcity.org>, Adam Lenhard <adam.lenhard@sgcity.org>, Michele Randall <michele.randall@sgcity.org>, Greggory McArthur <gregg.mcarthur@sgcity.org>, Natalie Larsen <natalie.larsen@sgcity.org>, Tani Downing <tani.downing@sgcity.org>, Michelle Tanner <michelle.tanner@sgcity.org>

Hello City Council,

On August 3, I sent an email to you regarding input staff is seeking on special events based upon a work meeting discussion that took place on July 28. I know you've been busy and wanted to circle back around on this topic. We are enforcing the ordinance as it is written and are seeking clarification on the criteria used for reoccurring special events and film events.

From August 3, 2022 email:

In last week's City Council work meeting (July 28) we were tasked by the City Council to come up with criteria regarding a "substantial" change to reoccurring special events as stated in the City Code Title 3, Chapter 10 and provide more info on film event permits issued. I have included both for your review.

REOCCURRING SPECIAL EVENT

Proposed criteria that would constitute a substantial change to reoccurring special events as mentioned in City Code 3-10-4:

1. Need for additional security
2. Addition of amplified sound
3. Sale of alcohol at the event
4. 300+ additional participants expected
5. Additional road closures or other encroachments

FILM EVENT/PERMIT

I have attached a spreadsheet of film permits issued since 2017 and a copy of our current film event application which is different from a special event application. Keep in mind that these are film events that used city-owned property for filming and exclude other publicly or privately owned property.
Staff is asking the City Council to consider removing "film event" from the list of activities/events that would be considered a special event under the current definition in City Code 3-10-2.
As you can see in the spreadsheet, since 2015, all but one of these types of requests have come in under the 45-day requirement. Last minute and tight timeframes seem to be common in the production industry. Although we would like to leave language in the film event application encouraging all film events to apply at least 45 days in advance, we recognize this is simply not possible for most.
If a film event requires a gathering of over 100 people, including cast, crew and spectators, we would recommend that a special event permit be required in addition to the film permit which would require the 45-day lead time.

Please give us your feedback on these items. Let me know if you would like to discuss any of these in greater detail or need further clarification.
[Quoted text hidden]

2 attachments

Film Permit Tracking as of 8.2.22.pdf
158K

filmpermitapplicationrev10-20-21.pdf
411K

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Tani Downing <tani.downing@sgcity.org>

Special Event/Film Event Permit Considerations

Marc Mortensen <marc.mortensen@sgcity.org> Wed, Aug 3, 2022 at 7:48 PM
To: City Council <citycouncil@sgcity.org>, Sarah Reber <sarah.reber@sgcity.org>

Dear City Council Members,

In last week's City Council work meeting we were tasked by the City Council to come up with criteria regarding a "substantial" change to reoccurring special events as stated in the City Code Title 3, Chapter 10 and provide more info on film event permits issued. I have included both for your review.

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TOWNS SQUARE & SPECIAL EVENTS

This past year has been rough on Town Square. Regular use coupled with frequent events and dry hot weather have been very tough on the grass. The Parks Division is planning to close down the Festival Grounds (west lawn) for the month of September in order to re-sod and have healthy grass in October for fall events including the third and final installment of the Ironman 70.3 World Championship saga. There is also a lot of maintenance work that needs to be addressed on the stone and concrete near the splash pad, tower and river features. Currently the City rents out the Parade Grounds and Festival Grounds (the two grass fields) at the square. Aside from the cooler winter months, we receive about five requests to rent or use the square per month. After several discussions with our Operations and Leisure Services teams, we are recommending that only City-sponsored events be permitted at Town Square moving forward. This would include: Movies in the Park (two per month, May through August), 4th of July, St. George Art Festival, Ironman, Christmas Lighting Ceremony, 9/11 Ceremony, Saint George Market and any other event the City chooses to hold or sponsor. This would provide the needed rest period for the grass to recover and allow the Parks Division to keep up with regular maintenance of the facility throughout the year. Shane Moore will be discussing this further with the Council in next week's work meeting and we felt it would be helpful for you to be thinking about it in advance of the meeting.

Please feel free to give us your feedback on these items. Let me know if you would like to discuss any of these in greater detail or need further clarification.

We're looking forward to your input!

Marc M. Mortensen

Assistant City Manager - Operations
(He/Him)
o: 435-627-4005
m: 435-703-0953
sgcity.org

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"Very often, a change of self is needed more than a change of scene." *- A.C. Benson*

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2 attachments

Film Permit Tracking as of 8.2.22.pdf
158K

filmpermitapplicationrev10-20-21.pdf
411K

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Tani Downing <tani.downing@sgcity.org>

$1M/$5M special event insurance requirement

Tani Downing <tani.downing@sgcity.org> Mon, Nov 21, 2022 at 10:15 AM
To: Sarah Reber <sarah.reber@sgcity.org>, Emilie Pinkelman EXEC ASST <emilie.pinkelman@sgcity.org>
Cc: Ryan Dooley <ryan.dooley@sgcity.org>, Marc Mortensen ASST CY MGR <marc.mortensen@sgcity.org>

Sarah and Emilie

My recollection from the July 28 work meeting with the City Council when we presented these limits was that if a company had $5M aggregate liability insurance, we would take that. If they did not, the event organizer had to at least provide the $4M which covers the current state's governmental immunity limits.

If you have any questions, let me know.

Tani

--
Tani Pack Downing
City Attorney
City of St. George, Utah
(c) 435-218-2969
(o) 435-627-4601

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LIABILITY INSURANCE AND PERFORMANCE BOND REQUIREMENTS FOR

SMALL PROFESSIONAL SERVICES AGREEMENTS AND SMALL CONSTRUCTION AND MAINTENANCE PROJECTS

(City Council Authorized 10.27.22)

Certificate of Insurance is required from vendors and contractors, naming the City of St. George as an Additional Insured with Waiver of Subrogation.

The $1M/$3M requirement is reduced to $1M/$2M *(aggregate reduced from **$3M to $2M**).*

Performance bond is only required if making more than two payments to a contractor on a project.

This applies to:

1. Small Professional Services Agreements

2. Small Construction and Maintenance Projects

For $2M aggregate for Small Professional Services Agreements, all must apply.

- $50K or less project cost.
- The City does not customarily perform.
- Does not involve design of construction of infrastructure.

For $2M aggregate for Small Construction and Maintenance Projects, all must apply.

- $50K or less project cost.
- The City does not customarily perform.
- Low-tech / not complex.

What qualifies as "Small Construction and Maintenance Projects."

- building maintenance
- carpet installation or removal
- driveway approaches
- exterior and interior painting
- fencing (i.e. block walls, chain link, welded pipe/powder-coated)
- general cleaning
- HVAC work
- landscaping/weed control
- minor site improvement
- oil-spreader/chip-seal
- roadway improvement (i.e. curb, gutter, cross-gutter, pavement patching)
- roofing
- small utility work (i.e. storm-drain pipe or catch-basin, communication conduit)
- small underground power line installation
- tree trimming
- water and sewer lines
- window installation

Agenda Date: 12/15/2022 **Agenda Item Number:** 14

Subject:

Consider approval of ordinance amending Chapter 13 of the City Code regarding Surplus Property

Item at-a-glance:

Staff Contact: Jami Brackin

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

A work session held with Council to discuss the proper process to dispose of real and personal city property. The ordinance prepared memorializing direction of the Council

Staff Narrative (need/purpose):

City Code to be updated to comply with state statutes and to create process by which property may be evaluated to determine if it is surplus and may be sold or disposed of.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Recommend approval